

File No. 260793

Committee Item No. 9

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

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Committee: Budget and Finance Committee Date July 22, 2026

Board of Supervisors Meeting Date _____

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Completed by: Brent Jalipa Date July 15, 2026

Completed by: Brent Jalipa Date _____

1 [Acquisition of Real Property - \$2,178,786 - Amended Loan - NTE \$13,666,153 - Residential
2 Ground Lease - ABR \$100 - New Asia Housing, L.P. - Commercial Ground Lease - ABR \$1 -
3 CCDC New Asia Commercial LLC - 758 and 772 Pacific Ave - 100% Affordable Housing]

4 **Resolution 1) approving and authorizing the Director of Property, on behalf of the San**
5 **Francisco Mayor's Office of Housing and Community Development ("MOHCD"), to**
6 **acquire real property located at 758 Pacific Avenue ("758 Pacific") from New Asia**
7 **Housing, L.P. ("Residential Borrower") for \$2,178,786 under an Agreement of Purchase**
8 **and Sale for Real Estate ("Purchase Agreement"); 2) placing 758 Pacific under the**
9 **jurisdiction of MOHCD for use in constructing affordable housing; 3) approving and**
10 **authorizing a Third Amendment to the Loan Agreement with the Residential Borrower**
11 **in a total amount not to exceed ("NTE") \$13,666,153 ("Loan Agreement") to finance**
12 **predevelopment costs associated with the Project; 4) approving and authorizing the**
13 **Director of Property and the Director of MOHCD to enter into a Residential Ground**
14 **Lease to lease a portion of 758 Pacific and 772 Pacific (together, the "Residential**
15 **Property") to Residential Borrower for a term of 75 years with one 24-year option to**
16 **extend and an annual base rent ("ABR") of \$100 plus an annual monitoring and**
17 **administrative fee of \$15,000 ("Residential Ground Lease") in order to construct a 100%**
18 **affordable, 175-unit multifamily rental housing development affordable to low-income**
19 **senior households, including one manager's unit (the "Residential Project"); 5)**
20 **approving and authorizing the Director of Property and the Director of MOHCD to enter**
21 **into a Commercial Ground Lease with CCDC New Asia Commercial LLC to lease a**
22 **portion of 772 Pacific (the "Commercial Property" and together with the Residential**
23 **Property, the "Property") for a term of 75 years with one 24-year option to extend and**
24 **an ABR of \$1 ("Commercial Ground Lease") in order to construct and operate certain**
25 **commercial space for community-serving purposes on the Commercial Property (the**

1 **“Commercial Project” and together with the Residential Project, the “Project”); 6)**
2 **adopting findings declaring that the Property is “exempt surplus land” pursuant to the**
3 **California Surplus Lands Act; 7) determining that the less than market rent payable**
4 **under the Residential Ground Lease and the Commercial Ground Lease will serve a**
5 **public purpose by providing affordable housing for low-income households in need**
6 **and community-serving commercial space to the residents of the Project, in**
7 **accordance with Section 23.30 of the Administrative Code; 8) adopting findings that the**
8 **Project and proposed transactions are consistent with the General Plan, and the eight**
9 **priority policies of Planning Code, Section 101.1; and 9) authorizing the Director of**
10 **Property and/or the Director of MOHCD to make certain modifications to the Purchase**
11 **Agreement, Loan Agreement, Residential Ground Lease, and Commercial Ground**
12 **Lease, as defined herein, and take certain actions in furtherance of this Resolution, as**
13 **defined herein.**

14
15 WHEREAS, The City, acting through the Mayor’s Office of Housing and Community
16 Development (“MOHCD”), administers a variety of housing programs that provide financing for
17 the development of new affordable housing and the rehabilitation of single- and multi-family
18 housing for low- and moderate-income households and resources for homeowners in San
19 Francisco; and

20 WHEREAS, MOHCD enters into loan agreements with affordable housing developers
21 and operators; administers loan agreements; reviews annual audits and monitoring reports;
22 monitors compliance with affordable housing requirements in accordance with capital funding
23 regulatory agreements; and if necessary, takes appropriate action to enforce compliance; and

24 WHEREAS, On November 30, 2020, MOHCD issued a Multisite Request for
25 Qualifications (“RFQ”) to finance the development of new affordable rental housing projects

1 on nine separate sites, located in various neighborhoods in San Francisco, including 772
2 Pacific Avenue; and

3 WHEREAS, In response to the RFQ, MOHCD selected Chinatown Community
4 Development Center, a California nonprofit public benefit corporation ("CCDC"), to develop
5 772 Pacific Avenue ("772 Pacific"), and CCDC formed New Asia Housing, L.P., a California
6 limited partnership (the "Residential Borrower"), as an affiliate to acquire and develop property
7 for affordable housing; and

8 WHEREAS, On August 10, 2022, as amended on August 20, 2024, and December 19,
9 2025, MOHCD provided a \$2,178,786 loan to the Residential Borrower ("Acquisition Loan")
10 for the acquisition of real property located at 758 Pacific Avenue in San Francisco ("758
11 Pacific"), and a \$7,639,464 loan to the Residential Borrower for predevelopment activities
12 related to the development of affordable housing on 758 Pacific and 772 Pacific
13 ("Predevelopment Loan"); and

14 WHEREAS, The Residential Borrower acquired 758 Pacific and initiated
15 predevelopment activities for the development and construction on 758 Pacific and 772
16 Pacific (together, the "Property") of a 100% affordable, 175-unit multifamily rental housing
17 development affordable to low-income senior households, including a manager's unit
18 (together, the "Affordable Housing"), and the commercial shell of a banquet hall and/or other
19 community-serving purposes (the "Commercial Space" and together with the Affordable
20 Housing, the "Project"); and

21 WHEREAS, On May 15, 2026, the Citywide Affordable Housing Loan Committee,
22 consisting of MOHCD, Department of Homeless and Supportive Housing, the Office of
23 Community Investment and Infrastructure, and the Controller's Office of Public Finance
24 recommended approval to the Mayor of an increase in the Predevelopment Loan to the
25 Residential Borrower for the Affordable Housing for a total loan amount not to exceed

1 \$13,166,153 in local funds ("Loan") under a Third Amendment to the Loan Agreement, a copy
2 of which is in a form substantially approved on file with the Clerk of the Board of Supervisors
3 in File No. 260793, and is incorporated herein by reference ("Loan Agreement"); and

4 WHEREAS, The material terms of the Loans include the following: (i) under the
5 predevelopment note, a term of 57 years, an interest rate of three percent (3%), and annual
6 repayment through residual receipts after completion of the Affordable Housing; (ii) under the
7 acquisition note, a term of five years, no interest, and repayment in full or through a transfer of
8 758 Pacific to the City; (iii) the Affordable Housing will be restricted for the life of the project as
9 100% affordable housing to low-income senior households with annual maximum rent and
10 income established by MOHCD; and (iv) the Acquisition Loan is secured by a deed of trust
11 recorded against 758 Pacific; and

12 WHEREAS, The City, through MOHCD and the Real Estate Division, in consultation
13 with the Office of the City Attorney, has negotiated an Agreement of Purchase and Sale for
14 Real Estate ("Purchase Agreement") to acquire 758 Pacific from the Residential Borrower for
15 \$2,178,786, consisting of \$2,000,000 in land acquisition, and \$178,786 in acquisition
16 transaction costs, substantially in the form approved by the Director of Property and the
17 Director of MOHCD and on file with the Clerk of the Board of Supervisors in File No. 260793,
18 incorporated herein by reference; and

19 WHEREAS, The Director of Property determines 758 Pacific to be at or below fair
20 market value; and

21 WHEREAS, 758 Pacific will be delivered vacant at close of sale; and

22 WHEREAS, In consideration of the Residential Borrower's agreement to convey 758
23 Pacific to the City, MOHCD will apply a credit of \$2,178,786 against the principal and accrued
24 interest of the Acquisition Loan and forgive the remaining balance of the Acquisition Loan,
25 subject to the conditions as described in the Purchase Agreement; and

1 WHEREAS, The Borrower intends to merge the Property into one parcel prior to the
2 construction of the Project and subdivide the Property into separate parcels for the Affordable
3 Housing (the "Residential Property") and the Commercial Space (the "Commercial Property");
4 and

5 WHEREAS, The Property is "exempt surplus land," as defined in California
6 Government Code, Section 54221(f)(1), because the Project will restrict 100% of the
7 residential units to low-income seniors, pursuant to California Government Code, Section
8 25539.4; and

9 WHEREAS, MOHCD and the Director of Property have approved the form of the
10 Residential Ground Lease between the City and the Residential Borrower, pursuant to which
11 the City will lease the Residential Property to the Residential Borrower for a term of 75 years
12 with one 24-year option to extend and an annual base rent of \$100 plus an annual monitoring
13 and administrative fee of \$15,000 per year, in exchange for the Residential Borrower's
14 agreement, among other things, to construct and operate the Affordable Housing with rent
15 levels affordable to households up to 60% of MOHCD Area Median Income ("AMI"); a copy of
16 the Residential Ground Lease in a form substantially approved is on file with the Clerk of the
17 Board of Supervisors in File No. 260793, and is incorporated herein by reference; and

18 WHEREAS, CCDC has established CCDC New Asia Commercial LLC, a California
19 limited liability company ("Commercial Space Owner"), to own and operate the Commercial
20 Space; and

21 WHEREAS, MOHCD and the Director of Property have approved the form of the
22 Commercial Ground Lease between the City and the Commercial Space Owner ("Commercial
23 Ground Lease," and together with the Residential Ground Lease, collectively, the "Ground
24 Leases"), pursuant to which the City will lease the Commercial Property to the Commercial
25 Space Owner, for a term of 75 years with one 24-year option to extend, an annual base rent

1 of \$1, and a percentage rent of 40% of surplus cash from the operation of the Commercial
2 Space, in exchange for the Commercial Space Owner's agreement, among other things, to
3 operate and manage the Commercial Space for community-serving purposes; a copy of the
4 substantially final form of the Commercial Ground Lease is on file with the Clerk of the Board
5 of Supervisors in File No. 260793, and is incorporated herein by reference; and

6 WHEREAS, The proposed rent of the Ground Leases is less than Market Rent (as
7 defined in Administrative Code, Section 23.2), but the lower rent will serve a public purpose
8 by providing affordable housing for low-income households in need and community-serving
9 commercial space to the residents of the Project; and

10 WHEREAS, By a letter dated January 24, 2025, the Planning Department by Case No.
11 2024-004990PRJ determined that the development of the Project met all the standards of the
12 Planning Code and would be eligible for ministerial approval under California Government
13 Code, Section 65912.110 (AB 2011), California Public Resources Code, Section 21080, and
14 California Environmental Quality Act ("CEQA") Guidelines, Sections 15002(i)(1), 15268 and
15 15369, and would therefore not be subject to CEQA; and by the same letter determined the
16 Project was consistent with the City's General Plan, and eight priority policies of Planning
17 Code, Section 101.1; a copy of the Planning Department Letter is on file with the Clerk of the
18 Board of Supervisors in File No. 260793, and is incorporated herein by reference; now,
19 therefore, be it

20 RESOLVED, That the Board of Supervisors hereby finds that the Project (and
21 associated actions necessary to effectuate the Project) is consistent with the General Plan,
22 and with the eight priority policies of Planning Code, Section 101.1, for the same reasons as
23 set forth in the Planning Department Letter, and hereby incorporates such findings by
24 reference as though fully set forth in this Resolution; and, be it
25

1 FURTHER RESOLVED, That the Board of Supervisors hereby finds, in consideration
2 of the foregoing, that the Property is “exempt surplus land,” as defined in California
3 Government Code, Section 54221(f)(1), because the Project will restrict 100% of the
4 residential units to low-income seniors, pursuant to California Government Code, Section
5 25539.4; and, be it

6 FURTHER RESOLVED, That in accordance with the recommendation of the Director
7 of MOHCD and the Director of Property, the Board of Supervisors approves the Purchase
8 Agreement, in substantially the form presented to the Board, and authorizes the Director of
9 MOHCD and the Director of Property to execute and deliver the Purchase Agreement, in
10 substantially the form presented to the Board, and any such other documents that are
11 necessary or advisable to complete the transaction contemplated by the Purchase
12 Agreement, and to effectuate the purpose and intent of this Resolution; and, be it

13 FURTHER RESOLVED, That MOHCD has legal authority, is willing, and is in a position
14 financially and otherwise to assume immediate care and maintenance of the Property, and
15 that the Director of Property is hereby authorized to accept the deed to the Property from the
16 Residential Borrower upon the closing in accordance with the terms and conditions of the
17 Purchase Agreement, to place the Property under the jurisdiction of MOHCD, and to take any
18 and all steps (including, but not limited to, the execution and delivery of any and all
19 certificates, agreements, notices, consents, escrow instructions, closing documents and other
20 instruments or documents) as the Director of Property deems necessary or appropriate in
21 order to acquire the Property pursuant to the Purchase Agreement, or to otherwise effectuate
22 the purpose and intent of this Resolution, such determination to be conclusively evidenced by
23 the execution and delivery by the Director of Property of any such documents; and, be it

24 FURTHER RESOLVED, That in accordance with the recommendation of the Director
25 of MOHCD and the Director of Property, the Board of Supervisors approves the Ground

1 Leases in substantially the forms presented to the Board, and authorizes the Director of
2 Property (or the Director's designee, as used throughout) and Director of MOHCD (or the
3 Director's designee, as used throughout), to execute and deliver the Ground Leases, in
4 substantially the forms presented to the Board, and any such other documents or agreements
5 (including such agreements to provide adequate or additional security or indemnities as
6 required by lenders to consummate the financing of the Project or lease of the Property) that
7 are necessary or advisable, in consultation with the City Attorney, to complete the transaction
8 contemplated by the Ground Leases and to effectuate the purpose and intent of this
9 Resolution, and determines that the less than Market Rent payable under the Ground Leases
10 will serve a public purpose by providing affordable housing for low-income households in
11 need and community-serving commercial space to the residents of the Project; and, be it

12 FURTHER RESOLVED, That the Board of Supervisors hereby approves the Loan
13 Agreement and the transaction contemplated thereby in substantially the form presented to
14 the Board, and authorizes the Mayor and the Director of MOHCD, to execute and deliver the
15 Loan Agreement and any such other documents that are necessary or advisable to complete
16 the transaction contemplated by the Loan Agreement and to effectuate the purpose and intent
17 of this Resolution; and, be it

18 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of
19 Property and/or Director of MOHCD, in consultation with the City Attorney, to enter into any
20 additions, amendments, or other modifications to the Purchase Agreement, Loan Agreement,
21 and the Ground Leases, and any other documents or instruments necessary in connection
22 therewith (including, without limitation, preparation and attachment of, or changes to, any of
23 all of the exhibits and ancillary agreements), that the Director of Property and/or Director of
24 MOHCD determine are in the best interests of the City, do not materially decrease the
25 benefits to the City with respect to the Property, do not materially increase the obligations or

1 liabilities of the City, and are necessary or advisable to complete the transaction contemplated
2 in the Purchase Agreement, Loan Agreement, and the Ground Leases, and that effectuate the
3 purpose and intent of this Resolution, such determination to be conclusively evidenced by the
4 execution and delivery by the Director of Property and/or the Director of MOHCD of any such
5 additions, amendments, or other modifications; and, be it

6 FURTHER RESOLVED, That the Board of Supervisors hereby authorizes and
7 delegates to the Director of MOHCD and/or the Director of Property, the authority to
8 undertake any actions necessary to protect the City's financial security in the Property and
9 enforce the affordable housing restrictions, which may include, without limitation, acquisition
10 of the Property upon foreclosure and sale at a trustee sale, acceptance of a deed in lieu of
11 foreclosure, or curing the default under a senior loan; and, be it

12 FURTHER RESOLVED, That all actions authorized and directed by this Resolution
13 and heretofore taken are hereby ratified, approved and confirmed by this Board of
14 Supervisors; and, be it

15 FURTHER RESOLVED, That within 30 days of the Purchase Agreement, Loan
16 Agreement, and the Ground Leases being fully executed by all parties, MOHCD shall provide
17 the final agreements to the Clerk of the Board for inclusion into the official file.
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1 RECOMMENDED:

2
3 /s/ Sarah R. Oerth
4 Sarah R. Oerth, Director of Property

5
6 /s/ Daniel Adams
7 Daniel Adams, Director
8 Mayor's Office of Housing and Community Development

Items 9 & 10 Files 26-0793, File 26- 0794	Department: Mayor's Office of Housing and Community Development (MOHCD)
EXECUTIVE SUMMARY	
Legislative Objectives - The proposed resolution in File 26-0793 would approve and authorize (1) the acquisition of real property at 758 Pacific Avenue in the amount of \$2,178,786 for the construction of affordable housing; (2) an amended loan agreement for an amount not to exceed \$13,666,153 for a minimum term of 57 years to finance predevelopment project costs; (3) a residential ground lease with Chinatown Community Development Center (CCDC) New Asia Housing, L.P. for property at 758 Pacific and 772 Pacific Avenue for a lease term of 75 years with one 24-year option to extend, and annual base rent of \$15,100; (4) a commercial ground lease with CCDC New Asia Commercial LLC for property 772 Pacific Avenue for a lease term of 75 years with one 24-year option to extend, and an initial annual base rent of \$1 to operate and maintain space for community-serving purposes; and (5) approve certain agreements and adopt certain findings in support of the project. - The proposed resolution in File 26-0794 would authorize the Director of Property to partially forgive approximately \$1,172,500 of approximately \$1,507,500 in outstanding rent obligations owed by tenants of 772 Pacific so long as they vacate by September 30, 2026. Key Points The 772 Pacific Avenue Senior Housing project is a new 15-story, 175-unit affordable housing development for seniors at 772 Pacific and 758 Pacific to be developed by Chinatown Community Development Center for a total estimated cost of \$176,947,986. Fiscal Impact - The proposed resolution provides for the City purchase of real property at 758 Pacific Avenue for \$2,178,786 and an increase of \$3,847,903 to the current loan agreement for predevelopment costs. Under the proposed residential and commercial ground leases, the City would receive \$1,852,300 and \$75, respectively, in rent over the initial 75-year term or \$2,859,700 and \$99, respectively, over 99 years if the option to extend is exercised. - The proposed rent forgiveness forfeits \$1,172,500 in back rent owed to the City. Recommendations - For File 26-0793, approve the resolution and request MOHCD and CCDC sublease the commercial space pursuant to a competitive procurement process and requiring a sublessee with a demonstrated good business relationship with the City. - For File 26-0794, amend the resolution to require MOHCD to remit to the Clerk of the Board the notice of the change in lease terms to the 772 Pacific tenant and include the document in the legislative file for File 26-0794. - Request MOHCD to report back to the Board of Supervisors by January 15, 2027 on MOHCD commercial tenants that are not paying rent or are otherwise not in compliance with lease terms and plans to bring them into compliance.	

MANDATE STATEMENT

City Charter Section 9.118(c) states that any lease of real property for a period of ten years or more or that has revenue to the City of \$1 million or more is subject to Board of Supervisors approval.

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND**Project Description**

The 772 Pacific Avenue Senior Housing project is a new 15-story, 175-unit affordable housing development for seniors to be located at 772 Pacific and 758 Pacific Avenue. Chinatown Community Development Center (CCDC) was selected to develop the 772 Pacific Avenue site pursuant to a request for qualifications issued November 30, 2020 for multiple sites. CCDC created New Asia Housing, L.P. (Developer) to serve as the legal affiliate for the project.

On August 10, 2022, MOHCD and CCDC executed the first loan agreement for \$4,100,000 million, to provide funding for predevelopment activities. Subsequently, the Developer identified that an adjacent property at 758 Pacific Avenue was available for purchase and could be used to expand the number of affordable housing units from 86 to 175. Accordingly, the City executed a loan agreement amendment, adding \$3,067,731 for a total loan amount not to exceed \$7,167,731 on August 20, 2024 to effectuate the purchase of 758 Pacific Avenue and to fund additional predevelopment costs. On December 19, 2025 a second loan agreement amendment was executed adding \$2,650,519 in Federal HOME funds for additional predevelopment costs for a total not to exceed amount of \$9,818,250. The original loan agreement and subsequent amendments were approved by the Citywide Affordable Housing Loan Committee but did not require Board approval because the loan agreement remained less than \$10 million and ten years.

The 175 affordable housing units consists of studios and one bedroom targeting households earning 15 – 60% area median income.

According to the project synopsis presented to the Citywide Affordable Housing Loan Committee (Loan Committee) on May 15, 2026, total development costs of the project are currently estimated to be \$176,947,986.

Exhibit 1: Sources and Uses of Funds for 772 Pacific Senior Housing Project

Sources	Amount
MOHCD Loan	\$53,371,272
MOHCD Commercial Loan	7,698,440
MOHCD Chinatown Community Dev Fund	250,000
MOHCD Accrued Deferred Interest	3,167,830
Tax Credit Equity	74,918,107
HCD Multifamily Housing Program Loan	32,000,000
Deferred Developer Fee	5,000,000
Commercial Accrued Deferred Interest	472,337
General Partner Equity	70,000
Total Sources	\$176,947,986

Uses	Amount
Acquisition (Legal/Closing/Broker Costs)	\$0
Construction (Includes 10.2% Contingency)	135,358,225
Soft Costs (Includes 5.4% Contingency)	30,743,239
Reserves	846,522
Developer Fee	10,000,000
Total Uses	\$176,947,986

Source: MOHCD

Acquisition costs totaling \$7.2 million are excluded from the project's total development costs. Development costs are estimated to be \$1,011,131 per unit, or 12% above average when compared to other MOHCD projects. Further, estimated soft costs are 22% greater and hard costs are 35% greater than the average of comparable MOHCD projects according to the project synopsis.

Project Status and Next Steps

CCDC requested an updated preliminary MOHCD gap funding commitment of \$61,319,712 to support the Developer's application to the California Debt Limit Allocation Committee (CDLAC) for tax credit equity financing which was due May 19, 2026. The Loan Committee approved this preliminary gap financing commitment on May 15, 2026. The Developer anticipates returning to the Loan Committee in Fall 2026 with a more robust gap loan evaluation which considers updated cost estimates based on construction contract bids. MOHCD anticipates bringing the gap loan documents to the Board for approval in late Fall 2026. The Developer anticipates demolition of the existing structures in December 2026, construction start in February 2027 and completion in October 2029, and 95% occupancy by January 2030.

DETAILS OF PROPOSED LEGISLATION

File 26-0793 is a proposed resolution that would:

1. Approve and authorize the Director of Property on behalf of MOHCD to acquire real property located at 758 Pacific Avenue from CCDC New Asia Housing, L.P. for \$2,178,786;
2. Place 758 Pacific Avenue under the jurisdiction of MOHCD for the construction of affordable housing;
3. Approve and authorize an amended loan agreement with CCDC New Asia Housing, L.P. for an amount not to exceed \$13,666,153 for a minimum term of 57 years to finance predevelopment project costs;
4. Approve and authorize a residential ground lease between MOHCD and CCDC New Asia Housing, L.P. for property at 758 Pacific and 772 Pacific Avenue for a lease term of 75 years with one 24-year option to extend, and annual base rent of \$15,100 to construct affordable housing;
5. Approve and authorize a commercial ground lease between the MOHCD and CCDC New Asia Commercial LLC for property at 758 Pacific and 772 Pacific Avenue for a lease term of 75 years with one 24-year option to extend, and annual base rent of \$1 and 40% of surplus cash from operations to operate and maintain space for community-serving purposes;
6. Adopt findings that the property is “exempt surplus land” pursuant to the California Surplus Lands Act;
7. Determine that the below market rent payable under the residential and commercial ground leases will serve a public purpose, in accordance with Administrative Code Section 23.30;
8. Adopt findings that the project and proposed transactions are consistent with the General Plan and Planning Code; and
9. Authorize the Director of Property and/or MOHCD Director to execute the purchase agreement, loan agreement, residential and commercial ground leases, and make further additions, amendments, or modifications to these agreements, so long as the benefits to the City do not decrease and/or the obligations of the City do not increase.

The documents approved as part of this resolution include: (1) Agreement of Purchase and Sale for Real Estate; (2) Third Amendment to Loan Agreement; (3) Third Amended and Restated Secured Promissory Note; (4) Residential Ground Lease; and (5) Commercial Ground Lease, all between the City and the Developer.

File 26-0794 is a proposed resolution that would:

1. Authorize the Director of Property, in consultation with MOHCD, to partially forgive approximately \$1,172,500 of approximately \$1,507,500 in outstanding rent obligations owed by Hon So, Inc., Hon Keung So, Candy Mei-Yiu So, David Ho, Shew Yick, and Richard Tong doing business as New Asia Restaurant, Inc. (collectively, the Tenant) for the

occupancy of commercial space at 772 Pacific Avenue and reduce the monthly base rent from \$22,500 to \$5,000 per month for the Tenant's month-to-month occupancy to end on September 30, 2026; and

2. Authorize the Director of Property and Director of MOHCD, to take any other related actions in furtherance of this resolution.

MOHCD reports that there will be no legal documents executed to effectuate this change and that the proposed resolution is sufficient to authorize the rent forgiveness and the rent reduction.

Real Property Acquisition

The proposed Agreement of Purchase and Sale for Real Estate would convey 758 Pacific Avenue to the City in exchange for a \$2,178,786 credit to the unpaid principal balance of the City's loan to CCDC New Asia Housing, L.P., which includes both the original purchase price and closing costs incurred by New Asia Housing L.P.

Loan Agreement

The proposed Third Amendment to Loan Agreement provides for a loan amount not to exceed \$13,666,153 for predevelopment project costs, including site acquisition costs, architecture and design, engineering and environmental studies, entitlement and permit fees, relocation costs, and so on. The affiliated Third Amended and Restated Secured Promissory Note provides for the repayment of the principal amount of \$11,487,367, with the variance being the amount of the original loan being forgiven due to the conveyance of 758 Pacific Avenue. The loan has zero to three percent basic interest, to be determined by the MOHCD Director before closing, with repayments based on half of residual receipts from the project. The loan matures on the later of 57 years after the recording of the deed of trust or 55 years after the conversion date.¹

Residential Ground Lease

The proposed residential ground lease has a term of 75 years and gives the Developer one 24-year extension option, for a maximum term of 99 years. During the initial lease term, proposed base rent is \$15,100 per year and increased by \$5,000 every 15 years beginning January 1, 2042. Further, one half of residual receipts are payable to MOHCD after various liabilities and obligations are settled including full repayment of the MOHCD and the HCD Multifamily Housing Program loans. This is consistent with MOHCD's Residual Receipts policy, which defines "residual receipts" as net income after operating costs, debt service payments, ground lease base rent, and replenishing operating reserves. Annual rent during the extension period would be negotiated between the developer and the City and would have to be at least the annual rent of the initial lease term.

To conform with residential ground lease, the Developer must commence demolition, rehabilitation, or construction by February 2027, complete construction by October 2029, and achieve 95 percent occupancy of the units by May 30, 2030. A provision of the residential ground

¹ The conversion date is the date when construction financing is converted to permanent financing, which is anticipated to occur approximately one year after the project receives a temporary certificate of occupancy.

lease stipulates that all project financing must be in place by February 23, 2027 or there will be early termination of the lease due to failure to close financing.

Commercial Ground Lease

The proposed commercial ground lease provides for the CCDC New Asia Commercial LLC (Tenant) to pay the City annual base rent of \$1 plus percentage rent for a term of 75 years, with one 24-year option to extend. The annual percentage rent would be based on 40% cash surplus from operations and payable only after MOHCD's commercial loan with an estimated principal balance of \$7,698,440 is fully repaid. The commercial loan will fund build out of the commercial space and is expected to be executed as part of the gap financing loan documents in late Fall 2026.

The commercial space is currently projected to be comprised of 11,932 square feet on portions of the ground floor, mezzanine, and basement, which is 8.4% of the project's total 142,278 square feet.

The commercial ground lease would stipulate that the Tenant own, operate, and manage the commercial share of the 772 Pacific Avenue Senior project for non-residential public benefit, including, but not limited to, a restaurant, banquet hall or event space, grocery store, or other retail establishment that demonstrably serves the residential occupants of the 772 Pacific Avenue Senior Housing project. The project synopsis provided to the Loan Committee noted that the Tenant is interested in maintaining similar leasing arrangements with New Asia Restaurant, Inc., the current commercial tenant at 772 Pacific Avenue, which is registered as a Legacy Business. New Asia Market, LLC, has submitted a Letter of Intent to CCDC for a 15-year lease with four 5-year options to extend for a total term of 35 years and with proposed monthly lease payments of \$10,901 beginning in year 1 and escalating to \$22,006 in year 15 with cost-of-living adjustments up to 3% thereafter. The Letter of Intent also includes reimbursement of \$500,000 payable to New Asia Market, LLC, from CCDC for tenant improvements.

Rent Forgiveness

As noted above, the current commercial space at 772 Pacific Avenue is occupied by New Asia Restaurant, Inc. pursuant to the terms of a 2002 lease agreement for the sole purpose of operating a restaurant that was assumed by the City in June 2017. While that lease agreement expired December 31, 2021, New Asia Restaurant, Inc. continued to operate on a month-to-month basis. However, the restaurant ceased operations in March 2020 due to the COVID-19 pandemic and received rent forgiveness from April 2020 through December 2020 from the City. Subsequently, New Asia Restaurant, Inc. proceeded to open at the same location as a grocery store in 2020, but did not seek a change in lease terms or apply for a change in use from City Planning. New Asia Restaurant also failed to resume rent payments after December 2020. MOHCD reports that the failure to comply with the terms of the agreement was not addressed by the City because of uncertainty surrounding the pandemic impacts on restaurant and banquet hall operations and the protracted time to obtain a Conditional Use Authorization to bring New Asia into legal compliance and negotiate the \$5,000 monthly rent.

According to the proposed resolution, \$5,000 was determined to be a reasonable monthly rent amount by the Director of Property as compared to the \$22,500 monthly rent based on the terms of the original agreement. MOHCD reports that the \$5,000 monthly rent was negotiated with

New Asia Restaurant, Inc. and is appropriate given the month-to-month occupancy that has been in place since January 2022 and the pending demolition of the building and redevelopment of the site. If retroactively applied to begin in January 2021 through July 2026, the rent forgiveness required to date, as proposed, would be \$1,172,500. In order for the rent forgiveness to take effect, New Asia Restaurant, Inc. would be required to vacate the current site by September 30, 2026.

FISCAL IMPACT

Real Property Acquisition

An independent appraisal of the property assigned a value of \$2,150,000 to 758 Pacific Avenue as of May 6, 2026, which is \$28,786 less than the compensation being remitted to CCDC New Asia Housing, L.P. in the form of loan forgiveness. However, MOHCD notes that \$2,178,786 is compensating CCDC for the initial land costs as well as closing costs. MOHCD does not anticipate any further closing costs with this transaction.

Loan Agreement

The proposed Third Amendment to Loan Agreement provides for a loan amount not to exceed \$13,666,153, an increase of \$3,847,903 for predevelopment costs.

Exhibit 2: Sources and Uses of Predevelopment Loan Amount

Sources	Amount
Federal HOME Funds	\$6,498,422
2019 GO Bonds	3,000,000
Federal CDBG Funds	2,131,526
Housing Trust Fund	1,936,205
Donation	100,000
Total Sources	\$13,666,153
Uses	
Acquisition	\$2,178,786
Soft Costs	8,651,688
Hard Costs	2,285,679
Developer Fees	550,000
Total Uses	\$13,666,513

Of these sources, City sources include the Housing Trust Fund and the 2019 GO Bonds and total \$4,936,205. Through May 15, 2026, \$7,167,731 had been disbursed, including \$2,178,786 for the initial purchase of 758 Pacific Avenue, and approximately \$91,284 in interest had been accrued.

Uses include \$2.2 million for acquiring 758 Pacific, \$2.3 million in hard costs for demolition and renovations, \$3.3 million for design work, \$1 million for tenant relocation, \$4 million for other predevelopment activities, and \$0.5 million for developer fees.

According to MOHCD, this loan will be refinanced into a permanent loan at gap financing in December 2026 and included in the total City subsidy for the project of \$61,319,712, which is estimated to be \$350,398 per unit. This amount is 20% more than the average City subsidy for MOHCD comparable projects of \$290,273.

MOHCD anticipates that the permanent loan will materially maintain the same terms and conditions, including interest rate terms and residual receipt payment requirements as presented in the Third Amendment to Loan Agreement and Third Amended and Restated Secured Promissory Note. According to the 20-year cash flow analysis presented to the Loan Committee, residual receipts payments will begin in Year 1 and will total approximately \$523,647 for the first twenty years of the repayment period.

POLICY CONSIDERATION

Commercial Ground Lease

An anticipated commercial loan of \$7,698,440 would provide financing to construct a commercial space with a “cold shell” comprised of unfinished walls, ceiling, and flooring for \$4.3 million; “warm shell” improvements consisting of the necessary infrastructure for gas service for \$1.4 million; and \$2.0 million for soft costs including a \$275,000 developer fee. The proposed commercial ground lease stipulates that the Tenant is responsible for all subsequent Tenant improvements at no additional cost to the City. However, the Tenant has not identified sources of funding for the build-out of the commercial space.

As noted above, the Tenant has indicated an interest in subleasing the commercial space to New Asia Restaurant, Inc. The project synopsis presented to the Loan Committee reported that CCDC and its design team have worked with New Asia Restaurant, Inc. to develop banquet hall specifications. However, New Asia Restaurant Inc. is the tenant of the current commercial space at 772 Pacific Avenue that defaulted on its agreement with the City, conducted operations that were out of compliance with City Planning laws regarding change of use, and which is subject of the proposed rent forgiveness. Further, while New Asia Restaurant has been registered as a Legacy Business since 2019, that designation is contingent on continuous operations as a restaurant and not a grocery store. As noted in the staff report for the New Asia Restaurant’s application for the program, a restaurant featuring Chinese cuisine is the “core physical feature or tradition” that defines the business that would be required for maintenance of the business on the Legacy Business Registry. As previously noted, the restaurant ceased operations in March 2020 and did not open as a restaurant after the end of the COVID-19 pandemic. In order to ensure best value for the proposed use of commercial space, the commercial ground lease should include provisions that require the Tenant to conduct a competitive process for sublease and occupancy of the commercial space. As the project synopsis reports, the Tenant “is well-positioned to find another operator with both dim sum and banquet hall experience.”

Rent Forgiveness

While the proposed resolution would authorize rent forgiveness of \$1,172,500 for New Asia Restaurant, Inc., the agreement required to effectuate the resolution has not been drafted. No lease amendment is included in the legislative file for the resolution. MOHCD reports that it has worked with the Office of the City Attorney and the Department of Real Estate and has determined that the most expeditious manner for effectuating the terms of the proposed resolution, given the expedited timeline, is to issue a letter directly to New Asia Restaurant, Inc. notifying them of the new terms. However, the resolution does not provide terms that would ensure the City’s interests are protected if New Asia Restaurant, inc., were to default on the

revised monthly rent of \$5,000. New Asia Restaurant, Inc. would owe \$345,000 for the entire term from January 2021 through September 2026. MOHCD reports that the City retains all remedies available pursuant to California law.

The proposed resolution also contains a provision that would allow New Asia Restaurant, Inc., to reduce this \$345,000 obligation as part of a relocation benefit package. A part of the Developer's predevelopment loan from the City, \$800,000, has been allocated to New Asia Restaurant, Inc. specifically for relocation. According to MOHCD, the \$800,000 could be reduced by the \$345,000 in rent owed if New Asia Restaurant, Inc. opts for this. However, the proposed resolution does not provide for CCDC to then remit the \$345,000 to the City for the back rent to which it is entitled.

In all, New Asia Restaurant, Inc. will obtain financial benefits from the City totaling \$1,972,500 for operating a grocery store out of compliance with City laws and agreements (\$1.1 million for rent forgiveness and for \$0.8 million relocation). However, MOHCD reports that the benefits may be even more pursuant to applicable relocation law.

Development Issues Identified by MOHCD

In the May 15, 2026 project synopsis presented to the Loan Committee, MOHCD identified five primary project development issues. These include:

- The \$7.7 million estimated development cost for the commercial space is not a typical MOHCD project cost and is "higher than normal."
- Uncertainty in the tax credit market may ultimately impact the amount of the gap financing loan required of MOHCD.
- Delays in the move out of two current commercial tenants, including New Asia Restaurant, Inc., resulting from the failure to agree on replacement commercial space may delay the start of demolition.
- The Developer must obtain neighbor agreements to address certain construction impacts prior to project finance closing.
- Continuing risk of increased project costs as a result of the project being served by the Wholesales Distribution Tarriff system and PG&E's post construction cost reconciliation fees.

Additionally, as previously noted, project costs per unit are considerably higher than MOHCD's other projects. These issues will need to be specifically addressed by both MOHCD and the Developer prior to returning to the Board for approval of the total gap financing package of approximately \$61.3 million to minimize fiscal impact to the City and mitigate project risks.

RECOMMENDATIONS

1. For File 26-0793, approve the resolution and request MOHCD and CCDC sublease the commercial space pursuant to a competitive procurement process and requiring a sublessee with a demonstrated good business relationship with the City.

2. For File 26-0794, amend the resolution to require MOHCD to remit to the Clerk of the Board the notice of the change in lease terms to the 772 Pacific tenant and include the document in the legislative file for File 26-0794.
3. Request MOHCD to report back to the Board of Supervisors by January 15, 2027 on MOHCD commercial tenants that are not paying rent or are otherwise not in compliance with lease terms and plans to bring them into compliance.

THIRD AMENDMENT TO LOAN AGREEMENT
(772 Pacific Avenue and 758 Pacific Avenue, San Francisco, CA 94133)

This Third Amendment to the Loan Agreement (“**Third Amendment**”) is made as of [____], 2026, by and between the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation, represented by the Mayor, acting by and through the Mayor's Office of Housing and Community Development (the “**City**”), and **NEW ASIA HOUSING, L.P.**, a California limited partnership (the “**Borrower**”).

RECITALS

A. The City previously loaned \$9,818,250 (the “**Original Predevelopment Loan**”) to the Borrower for acquisition and predevelopment activities to construct an affordable housing and commercial space project at 772 and 758 Pacific Avenue. The Original Loan is evidenced by the following documents: (1) a Loan Agreement dated August 10, 2022, as amended by that certain First Amendment to Loan Agreement dated August 20, 2024 and Second Amendment to Loan Agreement dated December 19, 2025 (collectively, the “**Agreement**”); (2) a Second Amended and Restated Secured Promissory Note made by Borrower in an amount of \$7,639,464 (the “**Original Predevelopment Note**”); (3) a Secured Promissory Note made by Borrower in an amount of Two Million One Hundred Seventy-Eight Thousand Seven Hundred Eighty-Six and No/100 (\$2,178,786.00) (“**Acquisition Note**”); (4) a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated September 27, 2024, and recorded in the Official Records on September 27, 2024, as Instrument No. 2024074677, to secure the Acquisition Note; and (5) a Declaration of Restrictions and Affordable Housing Covenants dated September 27, 2024, in favor of City, and recorded in the Official Records on September 27, 2024, as Instrument No. 2024074676. All initially capitalized terms used but not defined in this Third Amendment have the meanings given to those terms in the Agreement.

B. The City has reviewed Borrower’s application to increase the amount of the Original Predevelopment Loan by \$3,847,903.00, for a total loan of \$13,666,153 (“**Amended Predevelopment Amount**”) to fund predevelopment activities through construction start. Borrower will deliver to City a third amended and restated secured promissory note to evidence the Amended Predevelopment Amount.

C. On [____], 2026], the City’s Board of Supervisors and the Mayor approved this Third Amendment by Resolution No. [____] for the purpose of developing the Project.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in the City Documents, the City and the Borrower agree as follows:

1. Amendments to Agreement. The Agreement is hereby amended as follows:

(a) Cover Page, list of City loan sources of funding and amounts, is hereby amended as follows (additions in double underline; deletions in ~~strikethrough~~):

772 PACIFIC and 758 PACIFIC AVENUE
772 and 758 Pacific Avenue, San Francisco, California 94133
~~\$11,487,367-13,666,153~~

(2019 General Obligation Bond - Senior: \$3,000,000
Housing Trust Funds: \$1,936,205
772 Montgomery Donation: \$100,000
Community Development Block Grant: \$2,131,526
HOME Funds ~~\$2,650,519-6,498,422~~)

(b) Recital E is hereby amended as follows (additions are in double underline, deletions are in ~~strikethrough~~):

E. The Citywide Affordable Housing Loan Committee has reviewed Borrower's application for Funds and, in reliance on the accuracy of the statements in that application, has recommended to the Mayor that the City make a loan of Funds to Borrower (the "Loan") in the total principal amount of Thirteen Million Six Hundred Sixty Six Thousand One Hundred Fifty Three ~~Seven Million One Hundred Sixty Seven Thousand Seven Hundred Thirty One~~ and No/100 Dollars ~~(\$7,167,731.00)~~ (\$13,666,153.00) (the "Funding Amount") under this Agreement to fund certain costs related to the Project. The Funding Amount is comprised of (i) Housing Trust Funds in the amount of One Million Nine Hundred Thirty-Six Thousand Two Hundred Five and No/100 Dollars (\$1,936,205); (ii) 2019 GO Bond funds in the amount of Three Million Dollars (\$3,000,000); (iii) 772 Montgomery Donation funds in the amount of One Hundred Thousand Dollars (\$100,000); ~~and~~ (iv) CDBG funds in the amount of Two Million One Hundred Thirty One Thousand Five Hundred Twenty Six and No/100 Dollars (\$2,131,526); and (v) HOME Funds in the amount of ~~Two Million Six Hundred Fifty Thousand Five Hundred Nineteen~~ Six Million Four Hundred Ninety Eight Thousand Four Hundred Twenty Two and No/100 Dollars (\$2,650,519.00-6,498,422).

(c) Recital F is hereby amended as follows (additions are in double underline, deletions are in ~~strikethrough~~):

F. Up to Two Million One Hundred Seventy-Eight Thousand Seven Hundred Eighty-Six and No/100 Dollars (\$2,178,786.00) (the "Acquisition Amount") of the Funding Amount will be used to repay third-party interim acquisition financing for 758 Pacific Avenue. The remaining ~~Four Million Nine Hundred Eighty Eight Thousand Nine Hundred Forty Five Dollars (\$4,988,945.00)~~ Eleven Million Four Hundred Eighty Seven Thousand Three Hundred Sixty Seven and No/00 Dollars (\$11,487,367.00) of the Funding Amount (the "Predevelopment Amount") will used to fund certain predevelopment activities related to the Project.

(d) The definition under Section 1.1 (Defined Terms) of the Agreement are hereby

amended as follows (additions are in double underline, deletions are in ~~striketrough~~):

“Predevelopment Note” means the ~~second~~ third amended and restated promissory note executed by Borrower in favor of the City in the original principal amount of the Predevelopment Amount.

2. Predevelopment Note. Concurrently herewith, Borrower will execute a Third Amended and Restated Secured Promissory Note (Predevelopment Loan) in favor of the City. A copy of the Third Amended and Restated Secured Promissory Note (Predevelopment Loan) is attached to this Third Amendment as Attachment 1.

3. Representations and Warranties.

(a) All of the representations and warranties made by Borrower to the City in the Agreement and other City Documents continue to be true and complete as of the date of this Third Amendment.

(b) No event has occurred and is continuing that constitutes an event of default or potential event of default under the Agreement, Note, or any other City Documents.

4. Miscellaneous.

(a) References. No reference to this Third Amendment is necessary in any instrument or document at any time referring to the Agreement. Any reference to such documents will be deemed a reference to the Agreement as amended by this Third Amendment.

(b) No Other Amendments. Except as amended by this Third Amendment, the Agreement will remain unmodified and in full force and effect.

(c) Successors and Assigns. The terms, covenants, and conditions contained in this Third Amendment will bind and inure to the benefit of Borrower and the City and, except as otherwise provided herein, their personal representatives and successors and assigns.

(d) Further Instruments. The parties hereto agree to execute such further instruments and to take such further actions as may be reasonably required to carry out the intent of this Third Amendment.

Signatures Appear on Following Page

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment at San Francisco, California as of the date first written above.

THE CITY:

CITY AND COUNTY OF SAN
FRANCISCO, a municipal corporation

By: _____
Daniel Laurie
Mayor

CITY AND COUNTY OF SAN
FRANCISCO, a municipal corporation

By: _____
Daniel Adams
Director, Mayor's Office of Housing
and Community Development

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

By: _____
Jessica Alfaro-Cassella
Deputy City Attorney

BORROWER:

NEW ASIA HOUSING, L.P.,
a California limited partnership

By: New Asia Housing LLC.
a California limited liability
corporation
Its: General Partner

By: Chinatown Community Development
Center, a California nonprofit public
benefit corporation
Its: Sole Member/Manager

By: _____
Malcolm Yeung
Chief Executive Officer

Attachment 1

**Third Amended and Restated Secured Promissory Note
(Predevelopment Loan)**

See Attached.

**THIRD AMENDED AND RESTATED
SECURED PROMISSORY NOTE**

(2019 General Obligation Bond for Affordable Housing, Housing Trust Fund,
722 Montgomery Donation, HOME Funds)
(Predevelopment Loan)

Principal Amount: \$11,487,367.00

San Francisco, CA

Date: _____, 2026

FOR VALUE RECEIVED, the undersigned, **NEW ASIA HOUSING, L.P.**, a California limited partnership (“Maker”), hereby promises to pay to the order of the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation, or holder (as the case may be, “Holder”), the principal sum of Eleven Million Four Hundred Eighty Seven Thousand Three Hundred Sixty Seven and No/100 Dollars (\$11,487,367.00) (the “Funding Amount”), or so much of the Funding Amount as may be disbursed from time to time pursuant to the Agreement described in **Section 1** below, together with interest thereon, as provided in this Note.

1. Agreement.

1.1 Holder previously made a predevelopment loan to Maker in the amount of Seven Million Six Hundred Thirty Nine Thousand Four Hundred Sixty Four and No/100 Dollars (\$7,639,464.00) (“Original Predevelopment Amount”) as evidenced by the following: (a) Loan Agreement by and between Maker and Holder dated as of August 10, 2022, as amended by that certain First Amendment to Loan Agreement dated as of August 20, 2024 and that certain Second Amendment to Loan Agreement dated as of December 19, 2025 (collectively, the “Original Loan Agreement”) and (b) Second Amended and Restated Secured Promissory Note dated as of December 19, 2025, made by Maker to the order of Holder, in the principal amount of the Original Predevelopment Amount (“Original Predevelopment Note”). Holder has agreed to further increase the predevelopment loan to Maker by \$3,847,903.00.

1.2 This Third Amended and Restated Secured Promissory Note (this “Note”) is given under the terms of the Original Loan Agreement, as amended and as further amended by that certain Third Amendment to Loan Agreement dated as of the date set forth above (collectively, the “Agreement”), which Agreement is incorporated herein by reference. This Note amends, restates, and replaces in its entirety the Original Predevelopment Note. Maker’s obligations under this Note and the Agreement are secured by the pledge of Work Product contained in the Agreement and, if Maker (or its affiliate) acquires Control of the Site, by that certain Deed Of Trust, Assignment Of Rents, Security Agreement And Fixture Filing to be recorded pursuant to the Agreement, made by Maker for the benefit of Holder. Definitions and rules of interpretation set forth in the Agreement apply to this Note. In the event of any inconsistency between the Agreement and this Note, this Note will control. Upon execution of this Note, the Second Amended and Restated Predevelopment Note will be cancelled and returned to Maker.

2. Interest. Interest will accrue on the principal balance outstanding under this Note from time to time at the rate of Three percent (3%) per annum, simple interest, from the date of disbursement of funds by Holder through the date of full payment of all amounts owing under the City Documents, provided, however, that prior to the date Maker acquires Control of the Site, the Director of MOHCD will have the right, in his or her reasonable discretion, to reduce the

interest rate to as low as zero percent (0%) upon receipt of adequate documentation supporting the need for such reduction in order to make the Project financially feasible. Interest will be calculated on the basis of actual days elapsed and a 360-day year, which will result in higher interest charges than if a 365-day year were used. As of the date first written above, the outstanding interest is \$[91,284.40].

3. Default Interest Rate. Upon the occurrence of an Event of Default under any City Document, interest will be deemed to have accrued on the outstanding principal balance of the Loan at a compounded annual rate equal to the lesser of: (a) ten percent (10%); or (b) the maximum lawful rate of interest, commencing on the date of the Event of Default through the earlier of: (x) the date on which the Event of Default is cured; or (y) the date on which all amounts due under the City Documents are paid to Holder. Maker acknowledges and agrees that the default interest that must be paid in the event of an Event of Default pursuant to this Section represents a reasonable sum considering all the circumstances existing on the date of this Note and represents a fair and reasonable estimate of the costs that will be sustained by Holder if Maker defaults. Maker further agrees that proof of actual damages would be costly and inconvenient and that default interest will be paid without prejudice to Holder's right to collect any other amounts to be paid or to exercise any of its other rights or remedies under any City Document.

4. Repayment of Funding Amount.

4.1 Subject to Section 13.4 of the Agreement, Maker must make annual payments of principal and interest (each, a "Payment") in an amount equal to the Residual Receipts, if any, attributable to the prior calendar year, beginning on the first June 30th after the end of the calendar year of the Completion Date, and continuing each June 30th thereafter up to and including the Maturity Date, as defined below (each, a "Payment Date"). All Payments will be applied to the following in the following order: (a) costs and fees incurred and unpaid; (b) accrued and unpaid interest; and (c) reduction of the principal balance of the Loan. The unpaid principal balance of the Loan, together with all accrued and unpaid interest and unpaid costs and fees incurred, will be due and payable on the date that is the later of (a) the Fifty Seventh (57th) anniversary of the date the Deed of Trust is recorded in the Recorder's Office of San Francisco County or (b) the Fifty-Fifth (55th) anniversary of the Conversion Date (the "Maturity Date"), provided however that if Maker fails to acquire Control of the Site on or before June 1, 2030 (the "Outside Acquisition Date"), the Maturity Date shall be the Outside Acquisition Date. The City may agree to extend the Outside Acquisition Date in its sole and absolute discretion. Notwithstanding the foregoing, if Maker's failure to acquire Control of the Site by the Outside Acquisition Date is not caused by Maker's acts or omissions, whether direct or indirect, and if Maker has acted in good faith and no event has occurred and is continuing that constitutes an Event of Default or, with the passage of time would become an Event of Default under any of the City Documents, then in such an event, Maker will deliver to City all of the Work Product, the Note will be deemed satisfied in full and Maker will be deemed to be released from all obligation or liability with respect to this Agreement and the Loan. Any Payment Date, including any Excess Proceeds Payment Date and the Maturity Date, that falls on a weekend or holiday will be deemed to fall on the next succeeding business day.

4.2 Subject to Section 13.4 of the Agreement, Maker must make payments of principal and interest (each, an "Excess Proceeds Payment") in an amount equal to the Excess Proceeds, if any, on the date that is thirty (30) days after the later of the date on which Maker receives its Form 8609 from the California Tax Credit Allocation Committee or the date on which Maker receives Excess Proceeds from its limited partner or other financing sources (the "Excess Proceeds Payment Date"). All Excess Proceeds Payments will be applied to the

following in the following order: (a) costs and fees incurred and unpaid; (b) accrued and unpaid interest; and (c) reduction of the principal balance of the Loan.

5. Security. Maker's obligations under this Note are secured by the pledge of Work Product and, if Maker (or its affiliate) acquires Control of the Site, by the Deed of Trust.

6. Terms of Payment.

6.1 All Payments must be made in currency of the United States of America then lawful for payment of public and private debts.

6.2 All Payments must be made payable to Holder and mailed or delivered in person to Holder's office at One South Van Ness Avenue, 5th Floor, San Francisco, CA 94103, or to any other place Holder from time to time designates.

6.3 In no event will Maker be obligated under the terms of this Note to pay interest exceeding the lawful rate. Accordingly, if the payment of any sum by Maker pursuant to the terms of this Note would result in the payment of interest exceeding the amount that Holder may charge legally under applicable state and/or federal law, the amount by which the payment exceeds the amount payable at the lawful interest rate will be deducted automatically from the principal balance owing under this Note.

6.4 Maker waives the right to designate how Payments will be applied pursuant to California Civil Code Sections 1479 and 2822. Holder will have the right in its sole discretion to determine the order and method of application of Payments to obligations under this Note.

6.5 Except as otherwise set forth herein or in the Agreement, no prepayment of this Note shall be permitted without Holder's prior written consent.

7. Default.

7.1 Any of the following will constitute an Event of Default under this Note:

(a) Maker fails to make any Payment required under this Note within ten (10) days of the date it is due; or

(b) the occurrence of any other Event of Default under the Agreement or other instrument securing the obligations of Maker under this Note or under any other agreement between Maker and Holder with respect to the Project.

7.2 Upon the occurrence of any Event of Default, without notice to or demand upon Maker, which are expressly waived by Maker (except for notices or demands otherwise required by applicable laws to the extent not effectively waived by Maker and any notices or demands specified in the City Documents), Holder may exercise all rights and remedies available under this Note, the Agreement or otherwise available to Holder at law or in equity. Maker acknowledges and agrees that Holder's remedies include the right to accelerate the Maturity Date by declaring the outstanding principal balance of the Loan, together with all accrued and unpaid interest and unpaid fees and costs incurred, due and payable immediately, in which case, the Maturity Date will be superseded and replaced by the date established by Holder.

7.3 Subject to this Section, Holder will not seek or obtain judgment against Maker for the payment of any amounts due under this Note following a judicial or nonjudicial foreclosure of the Deed of Trust, and Holder's sole recourse against Maker for any default under this Note will be limited to the collateral for the Loan, *provided, however*, that this Section will be deemed void and of no effect if Maker challenges Holder's right to foreclose following an

Event of Default in any legal proceeding on the grounds that the City Documents are not valid and enforceable under California law. This provision does not limit in any way Holder's right to recover sums arising under any obligation of Maker to indemnify Holder of sums incurred by Holder as a result of Maker's fraud, willful misrepresentation, misapplication of funds (including Loan Funds and Rents (as defined in the Deed of Trust)), waste or negligent or intentional damage to the collateral for the Loan.

8. Waivers.

8.1 Maker expressly agrees that the term of this Note or the date of any payment due hereunder may be extended from time to time with Holder's consent, and that Holder may accept further security or release any security for this Note, all without in any way affecting the liability of Maker.

8.2 No extension of time for any Payment made by agreement by Holder with any person now or hereafter liable for the payment of this Note will operate to release, discharge, modify, change or affect the original liability of Maker under this Note, either in whole or in part.

8.3 The obligations of Maker under this Note are absolute, and Maker waives any and all rights to offset, deduct or withhold any Payments or charges due under this Note for any reason whatsoever.

9. Miscellaneous Provisions.

9.1 All notices to Holder or Maker must be given in the manner and at the addresses set forth in the Agreement, or to the addresses Holder and/or Maker hereafter designate in accordance with the Agreement.

9.2 In the event of any legal proceedings arising from the enforcement of or a default under this Note or in any bankruptcy proceeding of Maker, the non-prevailing party promises to pay all reasonable costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the proceeding, as provided in the Agreement.

9.3 This Note may be amended only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

9.4 This Note is governed by and must be construed in accordance with the laws of the State of California, without regard to the choice of law rules of the State.

9.5 Time is of the essence in the performance of any obligations hereunder.

Remainder of Page Intentionally Left Blank; Signatures Appear On Following Page

“MAKER”

NEW ASIA HOUSING, L.P.,
a California limited partnership

By: New Asia Housing LLC.
a California limited liability
corporation

Its: General Partner

By: Chinatown Community Development
Center, a California nonprofit public
benefit corporation

Its: Sole Member/Manager

By: _____
Malcolm Yeung
Chief Executive Officer

AGREEMENT OF PURCHASE AND SALE FOR REAL ESTATE

by and between
NEW ASIA HOUSING, L.P., a California limited partnership,
as Seller

and

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation,
as Buyer

For the Purchase and Sale of

758 Pacific Avenue
San Francisco, California

[_____], 2026

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AGREEMENT OF PURCHASE AND SALE FOR REAL ESTATE
(758 Pacific Avenue, San Francisco)

THIS AGREEMENT OF PURCHASE AND SALE FOR REAL ESTATE (this "Agreement") dated for reference purposes only as of [_____], 2026 is by and between NEW ASIA HOUSING, L.P., a California limited partnership ("Seller"), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("Buyer" or "City").

IN CONSIDERATION of the payment of the Purchase Price (defined below) by City, and the respective agreements contained in this Agreement, Seller and City agree as follows:

1. PURCHASE AND SALE

1.1 Property Included in Sale

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

(a) the real property consisting of approximately 1,950 (0.045) acres of land, located in the City and County of San Francisco, commonly known as 758 Pacific Avenue and more particularly described in Exhibit A attached hereto (the "Land");

(b) all improvements and fixtures located on the Land (collectively the "Improvements"), including without limitation that certain a two-story multiuse building constructed in 1925 with a 1,938 square-foot commercial space on the ground floor, and a 3-bedroom residential unit above;

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

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

2. PURCHASE PRICE

2.1 Purchase Price

The total purchase price for the Property is Two Million One Hundred Seventy Eight Thousand Seven Hundred Eighty-Six and No/100 Dollars (\$2,178,786) (the "Purchase Price").

2.2 Payment

City previously loaned Two Million One Hundred Seventy Eight Thousand Seven Hundred Eighty-Six and No/100 Dollars (\$2,178,786) (the "City Loan"), which included both the purchase price of and closing costs to acquire the Property.

On the Closing Date (as defined in Section 6.2 Closing Date), City will pay the Purchase Price as a credit toward the unpaid principal balance of the City Loan. City agrees that the remaining balance of the City Loan will be forgiven based on financial feasibility for the Project.

2.3 Funds

Except for the credit as provided in Section 2.2, all payments made by any party to this Agreement shall be in legal tender of the United States of America, paid by Controller's warrant or in cash or by wire transfer of immediately available funds to Title Company (as defined in Section 3.2), as escrow agent.

3. TITLE TO THE PROPERTY

3.1 Conveyance of Title to the Property

At the Closing Seller shall convey to City, or its nominee, marketable and insurable fee simple title to the Land, the Improvements and the Appurtenances, by duly executed and acknowledged grant deed in the form attached hereto as Exhibit B (the "Deed"), subject to the Accepted Conditions of Title (as defined in Section 3.2 Title Insurance).

3.2 Title Insurance

Delivery of title in accordance with the preceding Section shall be evidenced by the commitment of Old Republic Title Insurance Company (the "Title Company") to issue to City an ALTA extended coverage owner's policy of title insurance (Form ALTA 2023 – updated 6/17/2023) (the "Title Policy") in the amount of the Purchase Price, insuring fee simple title to the Land, the Appurtenances and the Improvements in City free of the liens of any and all deeds of trust, mortgages, assignments of rents, financing statements, rights of tenants or other occupants and all other exceptions, liens and encumbrances except solely for the Accepted Conditions of Title pursuant to Section 5.1(a) below. The Title Policy must provide full coverage against mechanics' and materialmen's liens arising out of the construction, repair or alteration of any of the Property, and contain an affirmative endorsement that there are no violations of restrictive covenants, if any, affecting the Property such special endorsements as City may reasonably request.

4. Intentionally Omitted

5. ENTRY

At all times prior to the Closing Date Seller shall afford City and its Agents reasonable access to the Property and all books and records located therein for the purposes of satisfying City with respect to the representations, warranties and covenants of Seller contained herein and the satisfaction of the Conditions Precedent including, without limitation, the drilling of test wells and the taking of soil borings. City hereby agrees to indemnify and hold Seller harmless from any damage or injury to persons or property caused by the active negligence or willful misconduct of City or its Agents during any such entries onto the Property prior to the Closing,

except to the extent such damage or injury is caused by the acts or omissions of Seller or any of its Agents. The foregoing Indemnity shall not include any claims resulting from the discovery or disclosure of pre-existing environmental conditions or the non-negligent aggravation of pre-existing environmental conditions on, in, under or about the Property, including the Improvements. In the event this Agreement is terminated for any reason other than Seller's default hereunder, City shall restore the Property to substantially the condition it was found subject to applicable laws. This indemnity shall survive the termination of this Agreement or the Closing, as applicable, provided that Seller must give notice of any claim it may have against City under such indemnity (i) within six (6) months of such termination if the claim is brought by a third party against Seller or (ii) within three (3) months of such termination or the Closing Date, as applicable, if the claim involves damage to Seller's Property or any other claim not brought by a third party against the Seller.

5.1 City's Conditions to Closing

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

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

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

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

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

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

unwilling to take title subject thereto, Seller shall be in default hereunder and City shall have the rights and remedies provided herein or at law or in equity.

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

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

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

(e) Seller shall not be in default in the performance of any covenant or agreement to be performed by Seller under this Agreement, and all of Seller's representations and warranties contained in or made pursuant to this Agreement shall have been true and correct when made and shall be true and correct as of the Closing Date.

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

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

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

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

(j) Title Company shall have agreed to be the real estate reporting person for the Closing in compliance with the Reporting Requirements (as defined in Section 6.6 [Title Company as Real Estate Reporting Person] below).

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

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

5.2 Cooperation with City

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

5.3 Seller's Conditions to Closing

The following is a condition precedent to Seller's obligation to sell the Property: City and Seller shall have executed a ground lease pursuant to which City shall ground lease the Property

to Seller for the purposes of constructing and operating an affordable housing project (the "Ground Lease").

6. ESCROW AND CLOSING

6.1 Opening of Escrow

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

6.2 Closing Date

The consummation of the purchase and sale contemplated hereby (the "Closing") shall be held and delivery of all items to be made at the Closing under the terms of this Agreement shall be made at the offices of Title Company located at 275 Battery Street, Suite 750, San Francisco, California 94111, on [_____], 2026, or on such earlier date as City and Seller may mutually agree (the "Closing Date"), subject to the provisions of Article 5 Conditions Precedent. The Closing Date may not be extended without the prior written approval of both Seller and City, except as otherwise expressly provided in this Agreement. In the event the Closing does not occur on or before the Closing Date, Title Company shall, unless it is notified by both parties to the contrary within five (5) days after the Closing Date, return to the depositor thereof items which may have been deposited hereunder. Any such return shall not, however, limit the provisions hereof or otherwise relieve either party hereto of any liability it may have for its wrongful failure to close.

6.3 Seller's Delivery of Documents

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

- (a) a duly executed and acknowledged Deed;
- (b) originals of the Documents and any other items relating to the ownership or operation of the Property not previously delivered to City;
- (c) a properly executed affidavit pursuant to Section 1445(b)(2) of the Federal Tax Code in the form attached hereto as Exhibit C, and on which City is entitled to rely, that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Federal Tax Code;
- (d) a properly executed California Franchise Tax Board Form 590 certifying that Seller is a California resident if Seller is an individual or Seller has a permanent place of business in California or is qualified to do business in California if Seller is a corporation or other evidence satisfactory to City that Seller is exempt from the withholding requirements of Section 18662 of the State Tax Code;
- (e) such resolutions, authorizations, or other partnership documents or agreements relating to Seller and its partners as City or the Title Company may reasonably

require to demonstrate the authority of Seller to enter into this Agreement and consummate the transactions contemplated hereby, and such proof of the power and authority of the individuals executing any documents or other instruments on behalf of Seller to act for and bind Seller;

(f) closing statement in form and content satisfactory to City and Seller;

(g) a duly executed and acknowledged Memorandum of Ground Lease and a duly executed Ground Lease; and

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

6.4 City's Delivery of Documents and Funds

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

(a) an acceptance of the Deed executed by City's Director of Property;

(b) a closing statement in form and content satisfactory to City and Seller; and

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

6.5 Other Documents

Seller and City shall each deposit such other instruments as are reasonably required by Title Company as escrow holder or otherwise required to close the escrow and consummate the purchase of the Property in accordance with the terms hereof.

6.6 Title Company as Real Estate Reporting Person

Section 6045(e) of the United States Internal Revenue Code of 1986 and the regulations promulgated thereunder (collectively, the "Reporting Requirements") require that certain information be made to the United States Internal Revenue Service, and a statement to be furnished to Seller, in connection with the Closing. Seller and City agree that if the Closing occurs, Title Company will be the party responsible for closing the transaction contemplated in this Agreement and is hereby designated as the real estate reporting person (as defined in the Reporting Requirements) for such transaction. Title Company shall perform all duties required of the real estate reporting person for the Closing under the Reporting Requirements, and Seller and City shall each timely furnish Title Company with any information reasonably requested by Title Company and necessary for the performance of its duties under the Reporting Requirements with respect to the Closing.

7. EXPENSES AND TAXES

7.1 Apportionments

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

(a) Utility Charges

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

(b) Other Apportionments

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

7.2 Closing Costs

Seller shall pay the cost of the Survey, if any, the premium for the Title Policy and the cost of the endorsements thereto, and escrow and recording fees. Seller shall pay the cost of any transfer taxes applicable to the sale. Seller shall be responsible for all costs incurred in connection with the prepayment or satisfaction of any loan, bond or other indebtedness secured by the Property including, without limitation, any prepayment fees, penalties or charges. Any other costs and charges of the escrow for the sale not otherwise provided for in this Section or elsewhere in this Agreement shall be allocated in accordance with the closing customs for San Francisco County, as determined by Title Company.

7.3 Real Estate Taxes and Special Assessments

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

7.4 Post-Closing Reconciliation

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

7.5 Survival

The provisions of this Section shall survive the Closing.

8. REPRESENTATIONS AND WARRANTIES

8.1 Representations and Warranties of Seller

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

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

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

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

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

(e) There are no easements or rights of way which have been acquired by prescription or which are otherwise not of record with respect to the Property, and there are no easements, rights of way, permits, licenses or other forms of agreement which afford third parties the right to traverse any portion of the Property to gain access to other real property. There are no disputes with regard to the location of any fence or other monument of the Property's boundary nor any claims or actions involving the location of any fence or boundary.

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

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

(h) Seller is a California limited partnership duly organized and validly existing under the laws of the State of California and is in good standing under the laws of the

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

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

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

(k) Seller hereby represents and warrants to and covenants with City that the following statements are true and correct and will be true and correct as of the Closing Date: (i) neither the Property nor to the best of Seller's knowledge any real estate in the vicinity of the Property is in violation of any Environmental Laws; (ii) the Property is not now, nor to the best of Seller's knowledge has it ever been, used in any manner for the manufacture, use, storage, discharge, deposit, transportation or disposal of any Hazardous Material, except as described in Schedule 1 ("Environmental Site Assessments"); (iii) there has been no release and there is no threatened release of any Hazardous Material in, on, under or about the Property during the time Seller has owned the Property; (iv) there have not been and there are not now any underground storage tanks, septic tanks or wells or any aboveground storage tanks at any time used to store Hazardous Material located in, on or under the Property, or if there have been or are any such tanks or wells located on the Property, their location, type, age and content has been specifically identified in Schedule 1, they have been properly registered with all appropriate authorities, they are in full compliance with all applicable statutes, ordinances and regulations, and they have not resulted in the release or threatened release of any Hazardous Material into the environment; (v) the Property does not consist of any landfill or of any building materials that contain Hazardous Material; and (vi) the Property is not subject to any claim by any governmental regulatory agency or third party related to the release or threatened release of any Hazardous Material, and, to the best of Seller's knowledge, there is no inquiry by any governmental agency (including, without limitation, the California Department of Toxic Substances Control or the Regional Water Quality Control Board) with respect to the presence of Hazardous Material in, on, under or about the Property, or the migration of Hazardous Material from or to other property. As used herein, the following terms shall have the meanings below:

(i) "Environmental Laws" shall mean any present or future federal, state or local laws, ordinances, regulations or policies relating to Hazardous Material (including, without limitation, their use, handling, transportation, production, disposal, discharge or storage)

or to health and safety, industrial hygiene or environmental conditions in, on, under or about the Property, including, without limitation, soil, air and groundwater conditions.

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

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

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

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

8.2 Indemnity

Seller, on behalf of itself and its successors and assigns, hereby agrees to indemnify, defend and hold harmless City, its Agents and their respective successors and assigns, from and against any and all liabilities, claims, demands, damages, liens, costs, penalties, losses and expenses, including, without limitation, reasonable attorneys' and consultants' fees, resulting from any misrepresentation or breach of warranty or breach of covenant made by Seller in this Agreement or in any document, certificate, or exhibit given or delivered to City pursuant to or in connection with this Agreement. The foregoing indemnity includes, without limitation, costs incurred in connection with the investigation of site conditions and all activities required to locate, assess, evaluate, remediate, cleanup, remove, contain, treat, stabilize, monitor or

otherwise control any Hazardous Material. The indemnification provisions of this Section shall survive beyond the Closing, or, if title is not transferred pursuant to this Agreement, beyond any termination of this Agreement.

9. RISK OF LOSS AND POSSESSION

9.1 Risk of Loss

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

(a) If such damage or destruction is fully covered by Seller's insurance except for the deductible amount thereunder, and the insurer agrees to timely pay for the entire cost of such repair, and such damage or destruction would cost less than One Hundred Thousand and No/100 Dollars (\$100,000.00) (the "Threshold Damage Amount") to repair or restore, then this Agreement shall remain in full force and effect and City shall acquire the Property upon the terms and conditions set forth herein. In such event, City shall receive a credit against the Purchase Price equal to such deductible amount, and Seller shall assign to City at Closing all of Seller's right, title and interest in and to all proceeds of insurance on account of such damage or destruction pursuant to an instrument satisfactory to City.

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

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

such condemnation proceeding, the value of any Property taken as a result of such proceeding, in which case this Agreement shall otherwise remain in full force and effect, and Seller shall be entitled to any proceeds of insurance or condemnation awards. Any repairs elected to be made by Seller pursuant to this Subsection shall be made within one hundred eighty (180) days following such damage or destruction and the Closing shall be extended until the repairs are substantially completed. As used in this Section, the cost to repair or restore shall include the cost of lost rental revenue, including additional rent and base rent.

9.2 Insurance

Through the Closing Date, Seller shall maintain or cause to be maintained, at Seller's sole cost and expense, a policy or policies of property insurance in amounts equal to the full replacement value of the Improvements and the Personal Property, insuring against all insurable risks, including, without limitation, fire, vandalism, malicious mischief, lightning, windstorm, water, and other perils customarily covered by casualty insurance and the costs of demolition and debris removal. Seller shall furnish City with evidence of such insurance upon request by City.

9.3 Possession

Possession of the Property shall be delivered to City on the Closing Date vacant and free of tenants or other occupants.

10. MAINTENANCE; CONSENT TO NEW CONTRACTS

10.1 Maintenance of the Property by Seller

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

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

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

11. GENERAL PROVISIONS

11.1 Notices

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

City:

Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Attn: Director of Property
Re: 758 Pacific Avenue

with copy to:

Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4682
Attn: Real Estate Finance Team
Re: 758 Pacific Avenue

Seller:

New Asia Housing, L.P.
c/o CCDC
615 Grant Avenue
San Francisco, CA 94108

with a copy to:

Erica Williams Orcharton
Gubb & Barshay LLP
235 Montgomery Street, Suite 1110
San Francisco, CA 94104

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

11.2 Brokers and Finders

Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the purchase and sale contemplated herein. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or

communication, the party through whom the broker or finder makes his or her claim shall be responsible for such commission or fee and shall indemnify and hold harmless the other party from all claims, costs, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by the indemnified party in defending against the same. The provisions of this Section shall survive the Closing.

11.3 Successors and Assigns

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

11.4 Amendments

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

11.5 Continuation and Survival of Representations and Warranties

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

11.6 Governing Law

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

11.7 Merger of Prior Agreements

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

11.8 Parties and Their Agents; Approvals

The term "Seller" as used herein shall include the plural as well as the singular. If there is more than one (1) Seller, then the obligations under this Agreement imposed on Seller shall be

joint and several. As used herein, the term "Agents" when used with respect to either party shall include the agents, employees, officers, contractors and representatives of such party. All approvals, consents or other determinations permitted or required by City hereunder shall be made by or through City's Director of Property unless otherwise provided herein, subject to applicable law.

11.9 Interpretation of Agreement

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

11.10 Attorneys' Fees

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

11.11 Sunshine Ordinance

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

may disclose any records, information and materials submitted to the City in connection with this Agreement.

11.12 Conflicts of Interest

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

11.13 Notification of Limitations on Contributions

Through its execution of this Agreement, Seller acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing of any land or building to or from the City whenever such transaction would require the approval by a City elective officer, the board on which that City elective officer serves, or a board on which an appointee of that individual serves, from making any campaign contribution to (1) the City elective officer, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Seller acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Seller further acknowledges that the prohibition on contributions applies to each Seller; each member of Seller's board of directors, and Seller's chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than twenty percent (20%) in Seller; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Seller. Additionally, Seller acknowledges that Seller must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Seller further agrees to provide to City the names of each person, entity or committee described above.

11.14 Non-Liability of City Officials, Employees and Agents

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

11.15 Counterparts

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

11.16 Effective Date

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

11.17 Severability

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

11.18 Cooperative Drafting.

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

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

[SIGNATURES ON FOLLOWING PAGES]

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

SELLER:

NEW ASIA HOUSING, L.P., a California limited partnership

By: New Asia Housing LLC, a California limited liability company,
its general partner

By: Chinatown Community Development Center, a California
nonprofit public benefit corporation, its manager

By: _____
Malcolm Leung
Chief Executive Officer

BUYER:

CITY AND COUNTY OF SAN FRANCISCO, a municipal
corporation

By: _____
Sarah R. Oerth
Director of Property

Date: _____

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: _____
Jessica Alfaro-Cassella
Deputy City Attorney

EXHIBIT A

REAL PROPERTY DESCRIPTION

THE FOLLOWING LAND SITUATED IN THE CITY OF SAN FRANCISCO,
COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

Beginning at a point on the Northerly line of Pacific Avenue, distant thereon 137 feet and 6 inches Easterly from the Easterly line of Stockton Street; running thence Easterly along said line of Pacific Avenue 20 feet to a point distant thereon 42 feet Westerly from the Westerly line of Pelton Place; thence at a right angle Northerly 97 feet and 6 inches; thence at a right angle Westerly 20 feet; thence at a right angle Southerly 97 feet and 6 inches to the point of beginning.

Being a portion of 50 Vara Block No. 110.

Assessor's Lot: 014; Block: 0161

EXHIBIT B

GRANT DEED

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

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

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

GRANT DEED

(Block/Lot - 0161/014)

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

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

[SIGNATURES ON FOLLOWING PAGE]

Executed as of this [_____] day of [_____] , 2026.

NEW ASIA HOUSING, L.P.,
a California limited partnership

By: New Asia Housing LLC, a California limited liability company,
its general partner

By: Chinatown Community Development Center, a California nonprofit public benefit
corporation, its manager

By: _____
Malcolm Yeung
Chief Executive Officer

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

State of California)
) ss
County of San Francisco)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

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

Dated: _____

By: _____

Sarah R. Oerth
Director of Property

EXHIBIT C

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

Section 1445 of the Internal Revenue Code provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the transferee of certain real property located in the City and County of San Francisco, California, that withholding of tax is not required upon the disposition of such U.S. real property interest by _____

_____, a _____
("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. Transferor's U.S. employer identification number is _____; and

3. Transferor's office address is _____

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

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

Dated: _____, 2026_.

NEW ASIA HOUSING, L.P.,
a California limited partnership

By: New Asia Housing LLC, a California limited liability company,
its general partner

By: Chinatown Community Development Center, a California nonprofit public benefit
corporation, its manager

By: _____
Malcolm Yeung
Chief Executive Officer

SCHEDULE 1

Environmental Site Assessments

Phase I Environmental Site Assessment dated June 2, 2023

Phase II Environmental Site Assessment dated March 29, 2024

Revised Phase III Clean Up Plan dated April 9, 2025

PHASE I ENVIRONMENTAL SITE ASSESSMENT

772 and 758 Pacific Avenue

San Francisco, California

Prepared for:

Chinatown Community Development Center
1515 Vallejo Street, 4th Floor
San Francisco, California 94109

Prepared by:

Langan Engineering and Environmental Services, Inc.
135 Main Street, Suite 1500
San Francisco, California 94105



Sarah Middleton
Senior Staff Geologist



Peter J. Cusack
Associate Principal/Vice President

Report Date: 2 June 2023
180-Day Viability Date: 28 October 2023
731764202

LANGAN

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731764202.03 Phase I ESA_772 and 758 Pacific Ave_San Francisco

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EXECUTIVE SUMMARY

Langan Engineering and Environmental Services, Inc. (Langan) completed a Phase I Environmental Site Assessment (ESA) of the properties located at 772 and 758 Pacific Avenue in San Francisco, California (the "subject property") under the written authorization of Chinatown Community Development Center ("Client" and the "user"). A Subject Property Location Map is provided in Appendix A (Figure 1).

The Phase I ESA was completed following the guidelines of ASTM International Standard Practice E1527-21 (ASTM E1527-21), the United States Environmental Protection Agency's (US EPA) All Appropriate Inquiries (AAI) Rule, and industry standard practice. The user requested this ESA as part of their environmental due diligence related to a potential transaction involving the subject property.

Subject Property Layout

The subject property is approximately 11,450 square feet (0.26 acres) in size and is bound by Pacific Avenue to the south, commercial buildings to the east and west and mixed commercial and residential buildings to the north. The subject property is identified by the City and County of San Francisco Assessor Parcel Numbers (APNs): 0161-014 and 0161-015. The subject property is currently developed with a two-story commercial building (772 Pacific Avenue) and a two-story mixed use commercial building with a residential unit on the second floor (758 Pacific Avenue).

Subject Property Current Use

The subject property is currently developed with a single-story commercial building and a two-story mixed-use building. The two-story commercial building located at 772 Pacific Avenue is occupied by New Asia Supermarket. The lower level of the two-story mixed-use building is occupied by a Chinese restaurant and the upper level is occupied by a residential space.

Subject Property History

The subject property was developed with mixed-use properties by 1887. Various retail and commercial businesses as well as residential units have been occupants of the buildings including a coin operated laundry facility, bathhouse, various lodgings, funeral home, sheet metal contractors, food markets, restaurants, and auto repair shops. The current subject property buildings were constructed in the 1970s. After review of all available data and reports concerning the subject property, Langan does not consider the historical use of the subject property to be a recognized environmental condition (REC) due to the lack of evidence regarding a historical

release. However, a 1953 San Francisco Fire Department permit indicates a 1,000-gallon gasoline underground storage tank (UST) was installed within the sidewalk area at the 772 Pacific Street address in association with the former sheet metal business. There is no documentation available regarding the removal of the UST. Golden Gate Tank Removal, Inc. conducted a “Visual Property Inspection for Underground Fuel Tanks” on 26 September 2016 and provided a one-page document confirming the lack of visual evidence of the UST at the subject property. During site reconnaissance activities, Langan did not identify any visual evidence of a UST. Because there are no records of the UST removal at the subject property, Langan considers the potential presence of the historical gasoline UST and associated unknown subsurface conditions as a REC.

Conclusions

Langan completed a Phase I ESA of the subject property using the scope guidelines and inherent limitations of ASTM E1527-21. Table ES-1 presents the conclusions of the Phase I ESA.

TABLE ES-1
Conclusions, Findings and Opinions

ASTM E1527-21 Scope Items
Recognized Environmental Conditions (RECs)
<i>Potential Presence of Historical UST:</i> A 1953 San Francisco Fire Department permit indicates a 1,000-gallon gasoline underground storage tank (UST) was installed within the sidewalk area at the 772 Pacific Street address in association with the former sheet metal business. There is no documentation available regarding the removal of the UST. Golden Gate Tank Removal, Inc. conducted a “Visual Property Inspection for Underground Fuel Tanks” on 26 September 2016 and provided a one-page document confirming the lack of visual evidence of the UST at the subject property. During site reconnaissance activities, Langan did not identify any visual evidence of a UST. Because there are no records of the UST removal at the subject property, Langan considers the potential presence of the historical gasoline UST and associated unknown subsurface conditions as a REC.
<i>Presence of Contaminated Fill Material:</i> Based on the results of Langan’s subsurface investigation at the subject property dated 23 March 2023, concentrations of heavy metals including lead are present in shallow soils exceeding State of California Class I non-Resource Conservation and Recovery Act (RCRA) hazardous waste levels. The presence of metals in soil is likely attributable to historic fill material. The subject property is adjacent to properties included within the expanded San Francisco Public Health Code (SFPHC) Article 22A Maher Ordinance Zone boundary. According to Langan’s 2023 subsurface investigation, the subject property is underlain by up to approximately 13 feet of undocumented fill material. Langan considers the presence of the contaminated fill material to be a REC for the subject property.
<i>Regional Petroleum Hydrocarbon Contamination:</i> Based on the results of Langan’s subsurface investigation at the subject property dated 23 March 2023, concentrations of benzene, chloroform, and naphthalene exceeding Regional Water Quality Control Board (RWQCB) sub slab-soil gas human health risk environmental screening levels (ESLs) for residential and commercial/industrial exposure are present in soil vapor beneath the subject property. According to historical records, gasoline service stations and automotive repair shops with USTs have been in the vicinity of the subject property since the 1920s. Based on the location of the subject property relative to multiple closed leaking underground storage

ASTM E1527-21 Scope Items
tank (LUST) cases and EDR HIST AUTO facilities, Langan concludes the petroleum hydrocarbon contamination below the subject property is a result of an off-subject property release or releases. The presence of petroleum hydrocarbon contamination below the subject property, emanating from an off-subject property source or sources, is evidence of a release affecting the environmental integrity of the subject property and therefore constitutes a REC.
<i>Regional Chlorinated Solvents Contamination:</i> Based on the results of Langan's subsurface investigation dated 23 March 2023, concentrations of tetrachloroethene (PCE) exceeding RWQCB residential ESLs are present in soil vapor below the subject property. According to the EDR database report, there are approximately 23 properties listed on the EDR HIST CLEANER database located upgradient and within ¼-mile of the subject property with operations beginning as early as the 1930s. It is possible for dry cleaners to have discharged hazardous substances to the subsurface environment during this time. Langan considers the known soil vapor contamination and potential for associated vapor intrusion in subject property buildings to be a REC for the subject property.
Controlled Recognized Environmental Conditions (CRECs)
Langan did not identify CRECs.
Historical Recognized Environmental Conditions (HRECs)
Langan did not identify HRECs.
De Minimis Conditions
Langan did not identify de minimis conditions.
Significant Data Gaps
Langan did not identify significant data gaps.

1.0 INTRODUCTION

Langan Engineering and Environmental Services, Inc. (Langan) completed a Phase I Environmental Site Assessment (ESA) of the properties located at 772 and 758 Pacific Avenue in San Francisco, California, (the "subject property") under the written authorization of Chinatown Community Development Center ("Client" and the "user"). A Subject Property Location Map is provided in Appendix A (Figure 1).

The Phase I ESA was completed following the guidelines of ASTM International Standard Practice E1527-21 (ASTM E1527-21), the United States Environmental Protection Agency's (U.S. EPA) All Appropriate Inquiries (AAI) Rule, and industry standard practice. The user requested this ESA as part of their environmental due diligence associated with a potential transaction involving the subject property.

1.1 Purpose

The purpose of this Phase I ESA is to identify recognized environmental conditions (REC) associated with the subject property. This purpose also includes identifying controlled recognized environmental conditions (CREC), historical recognized environmental conditions (HREC), de minimis conditions, and significant data gaps. The definitions of REC, CREC, HREC, de minimis condition and other select ASTM terms used in this report are in Section 8.

1.2 Scope of Services

Langan's scope of services consisted of the completion of a Phase I ESA following the guidelines of ASTM E1527-21. Langan's scope of services as it pertains to the elements of a Phase I ESA as specified in ASTM E1527-21 is described below.

1.2.1 Records Review and Local Government Interviews

Langan contracted a third-party provider to search environmental regulatory databases and provide historical records. The database search included select federal, state, local and tribal standard source environmental databases within the approximate search radii specified by ASTM E1527-21.

Langan submitted Freedom of Information Act (FOIA) requests to supplement environmental database listing information. The FOIA requests were submitted to the City of San Francisco, San Francisco Department of Public Health (SFDPH), and the San Francisco Fire Department (SFFD). Online EnviroStor and GeoTracker databases, operated by the California Department of Toxic Substances Control (DTSC) and the State of California Water Resources Control Board (RWQCB), respectively, were searched as well as United States Geological Survey (USGS) mapping and US EPA databases. Agency FOIA-requested information, where received, is discussed in relevant sections of this report, and referenced in Section 7.

1.2.2 Site Reconnaissance and Owner/Operator/Occupant Interviews

Langan completed the site reconnaissance on 25 May 2023. Facility managers of New Asia supermarket and Yummy Yummy restaurant, collectively the "key site managers," accompanied Daniel Parsons of Langan during the site reconnaissance. The site reconnaissance focused on the spatial extent of the subject property and associated structures and progressed to the adjoining and surrounding properties. The adjoining properties were observed from the subject property or from public rights-of-way. The weather at the time of the site reconnaissance was

approximately 60°F and cloudy. Limiting conditions encountered during the site reconnaissance, if any, are discussed in Section 8.3.

Langan interviewed Ms. Bo Han of Chinatown Community Development Center by Phone on 22 May 2023.

1.2.3 Evaluation, Report and Parts Used in Concert

Langan evaluated the pieces of information obtained from the records reviews, site reconnaissance and interviews described above, and from the user as described in Section 1.3 in concert with each other. Langan's findings, opinions, and conclusions are discussed throughout this report. Significant assumptions, or deletions, deviations or exceptions to ASTM E1527-21 are noted in Section 5.0 and Section 8.3, respectively.

1.2.4 Non-ASTM Scope Services

The scope of services for the Phase I ESA did not include non-scope ASTM considerations, including PFAS/PFOS, radon, asbestos containing materials (ACM), lead based paint (LBP), lead in drinking water, PCB-containing material, wetlands, cultural and historical resources, industrial hygiene, health and safety, ecological resources, endangered species, mold, indoor air quality, and biological agents.

1.3 User Responsibilities

Langan requested that the user provide the results of tasks the user is responsible for completing in order to satisfy the requirements of AAI. The tasks include: searching for known environmental liens and activity and use limitations (AULs) filed or recorded against the subject property, and provision of information related to specialized knowledge or experience of the user or the degree of obviousness relative to conditions indicative of releases or threatened releases; actual knowledge of the user regarding environmental liens or AULs related to the subject property; specialized knowledge or experience of the user; reasons for significantly lower purchase prices, and commonly known or reasonably ascertainable information within the local community about the subject property. Langan also requested that the user state the reason the Phase I ESA was requested. A summary of the user's responses is provided in Appendix B and relevant information provided by the user is discussed in applicable sections of this report.

Unless specifically included in the scope of services, Langan did not complete a title search or a search for environmental liens or AULs, as that is the responsibility of the user. If the user requested that Langan complete such searches on the user's behalf, the information was

supplied to Langan by a vendor, and to the vendor by government sources; therefore, neither Langan nor the vendor can verify the completeness or accuracy of the title search, or AUL searches.

2.0 SUBJECT PROPERTY DESCRIPTION AND CURRENT USE

2.1 Location, Legal Description, and Ownership

The subject property is approximately 11,450 square feet (0.26 acres) in size and is bound by Pacific Avenue to the south, commercial buildings to the east and west and mixed commercial and residential buildings to the north. The subject property is identified by the City and County of San Francisco Assessor Parcel Numbers (APNs): 0161-014 and 0161-015. The subject property is currently developed with a two-story commercial building (772 Pacific Avenue) and a two-story mixed use commercial building with a residential unit on the second floor (758 Pacific Avenue). The subject property is zoned as CRNC – Residential/Neighborhood Commercial. The 772 Pacific Avenue property is owned by The City and County of San Francisco, a Municipal Corporation and the 758 Pacific Avenue property is owned by Arey K. Mew, Trustee under the Arey K. Mew 1990 Revocable Trust dated April 30, 1990. A legal description of the subject property is presented in Appendix B.

2.2 Physical Setting

The physical setting that includes the geologic, hydrogeologic, hydrologic, and topographic characteristics of the subject property and surrounding area are discussed below.

2.2.1 Topography

The 2018 United States Geological Survey (USGS) 7.5-minute quadrangle topographic map for Northern San Francisco depicts the subject property at an elevation of approximately 85.37 feet above mean sea level (msl). The regional topography slopes toward the northeast and the San Francisco Bay.

2.2.2 Geology

The subject property is located within the Pacific Border physiographic province. According to the U.S. Department of Agriculture's (USDA) Natural Cooperative Soil Survey (NCSS), soils at the subject property are comprised primarily of clayey soils with very slow infiltration rates. Based on the subsurface investigation conducted at the subject property by Langan in December 2022, the subject property is generally underlain by up to approximately 13 feet of undocumented fill

material consisting of very soft to stiff clay with interbedded medium dense sand. The fill material is underlain by dense to very dense sand which was encountered between depths of five and the maximum explored depth of 13 feet bgs.

2.2.3 Hydrogeology

Surface water bodies are not present within the boundary of the subject property. The nearest surface water body is the San Francisco Bay, which is located approximately 0.6 miles northeast of the subject property. Groundwater was not encountered during the subsurface investigation conducted by Langan in December 2022. However, based on previous investigations conducted by others in the surrounding area, depth to groundwater is anticipated to range from approximately 10 to 18 feet bgs. Groundwater flow can be influenced by several factors such as surface water bodies, wetlands, hydrogeologic and anthropogenic variables. However, based on previous groundwater monitoring performed by others in the surrounding area, groundwater is expected to generally flow to the northeast.

A review of the Geospatial section of the EDR Regulatory Database Report (Appendix C), the State Water Resource Control Board's (SWRCB) Groundwater Ambient Monitoring and Assessment Program (GAMA) database did not identify any groundwater monitoring wells present within the subject property boundary. Additionally, the SWRCB GAMA database identified multiple wells within a ¼ mile radius of the subject property. These monitoring wells appear to be associated with various closed LUST cases in the area and have been decommissioned. During the site reconnaissance, Langan did not observe any groundwater monitoring wells at the subject property.

2.3 Subject Property Description

The subject property is currently developed with a two-story commercial building (772 Pacific Avenue) and a two-story mixed-use building with residential units on the second floor (758 Pacific Avenue). The two-story commercial building (772 Pacific Avenue) is occupied by New Asia Supermarket with the upper level being used for office space and storage associated with the Supermarket. The lower level of the two-story commercial building (758 Pacific Avenue) is occupied by a Chinese restaurant and the upper level is occupied by a residential space. The subject property can be accessed from Pacific Street.

A Subject Property Layout Map is provided in Figure 2 of Appendix A. Photographs of the subject property and a checklist documenting Langan's observations relative to the features, activities, uses, and conditions outlined in Section 9.4 of ASTM E1527-21 are in Appendix D.

2.4 Current Subject Property Use

The subject property is developed with two commercial buildings. The following table summarizes the current uses of the parcels within the subject property boundary.

TABLE 2-1
Parcel Information

Subject Property Address	APN	Parcel Use
772 Pacific Avenue	0161/015	New Asian Supermarket
758 Pacific Avenue	0161/014	First floor: Yummy Yummy Chinese Restaurant Second Floor: Private Residence

The following table summarizes subject property utility providers.

TABLE 2-2
Utility Providers

Utility	Providers
Electricity (used for cooling)	Pacific Gas & Electric (PG&E)
Natural gas (used for heating)	PG&E
Water	San Francisco Public Utilities Commission (SFPUC)
Sewer	SFPUC

2.5 Hazardous Substances and Petroleum Products

Langan did not observe hazardous substances and/or petroleum products in connection with identified uses at the subject property. Langan did not observe evidence of leaks, spills, pools of liquid or releases such as staining, or sheens. Additionally, key site managers were unaware of historical uses or releases of hazardous substances or petroleum products at the subject property, other than as described below.

2.5.1 Underground Storage Tanks (USTs)

Langan did not observe any USTs at the subject property during the site reconnaissance.

2.5.2 Aboveground Storage Tanks (ASTs)

Langan did not observe any ASTs at the subject property during the site reconnaissance.

2.5.3 Drums, Totes, and Intermediate Bulk Containers

Langan did not observe any drums, totes, and intermediate bulk containers at the subject property during the site reconnaissance.

2.5.4 Other Chemical Storage, Containers, or Equipment

Langan observed shelves and storage cabinets containing retail-size containers of janitorial products in the storage areas of the buildings.

2.6 Air Emissions

Air emission sources at the subject property include HVAC equipment. Langan did not identify obvious impacts, such as visible emissions or odors, from air emission sources at the subject property. Langan does not consider the air emissions an environmental concern for the subject property.

2.7 Waste Management

2.7.1 Hazardous Waste

Langan did not observe any hazardous waste containers at the subject property.

2.7.2 Non-Hazardous Waste

Langan did not observe any non-hazardous waste containers at the subject property.

2.7.3 Fill Areas or Solid Waste

Langan did not observe areas that were apparently filled or graded by non-natural causes (or filled with material of unknown origin) that suggest the presence of garbage, construction debris, demolition debris, or other solid waste disposal, or mounds or depressions suggesting solid waste disposal.

2.8 Wastewater

Langan did not observe wastewater discharges at the subject property during the reconnaissance. Langan observed floor drains in both commercial properties within kitchen areas and bathrooms.

2.9 Storm Water

Storm water at the subject property sheet flows to the adjoining roadways into the municipal storm sewer system. Langan did not observe obvious evidence of impacts to storm water pathways such as sheens, residue, or stressed vegetation at the subject property.

3.0 SUBJECT PROPERTY HISTORY AND RECORDS REVIEW

3.1 Historical Summary

Langan compiled the following summary of the subject property history based on a review of readily available and reasonably ascertainable sources and interviews. Historical resources are provided in Appendix F.

TABLE 3-1
Subject Property History

Time Period	Historical Discussion
1880 – 1930s	The subject property appears to be developed with multiple commercial buildings in the 1887 and 1889 Sanborn Maps, including a laundry facility, bathhouse, lodgings, a drying platform, and a funeral home. By 1913, the subject property appears to be vacant.
1940 – 1970s	By 1948 through 1950, the 772 Pacific Avenue (historically 770 Pacific Avenue) property and is labeled as a garage. According to city directories, the subject property was occupied by the New Pacific Garage from 1935 to approximately 1953. The 758 Pacific Avenue property appears to be occupied by a funeral home. According to city directories, the Quong Fook Sang funeral home occupied the property from approximately 1930 through at least 1966. By 1974, the current 772 Pacific Avenue property building has been constructed and is identified as a carpentry and tin shop. According to Sanborn Maps and city directories, the property was occupied by Yick Frank & Co. General Contractors from 1953 through at least 1966 and operated as a sheet metal business. The 758 Pacific Avenue property remains the same.
1980s – Present	By the 1986 through 1990 Sanborn Maps, the 772 Pacific Avenue building is labeled as a commercial building and the 758 Pacific Avenue building remains labeled as a funeral home. According to city directories, the 772 Pacific Avenue building was occupied by the New Asia Marketplace by 1977. By 1999, the 758 Pacific Avenue building is labeled as a commercial building and is occupied by a restaurant. The current Chinese restaurant has occupied the property since at least 2014. The subject property appears unchanged through present day.

Environmental concerns related to historical operations are discussed further below.

3.2 Regulatory Database Review

The subject property is identified on multiple databases searched by EDR and are discussed in detail below. The environmental database report is attached as Appendix C.

Subject Property –770 Pacific Avenue

The historical address associated with the subject property (770 Pacific Avenue) is listed on the EDR HIST AUTO database. According to city directories, the subject property was occupied by the New Pacific Garage from 1935 to approximately 1953. A permit issued by the SFFD in 1953 indicates a 1,000-gallon gasoline UST was installed in the Pacific Avenue sidewalk adjacent to the subject property (included in Appendix E). There is no documentation available regarding the removal of the UST. During site reconnaissance activities, Langan did not identify any visual evidence of a UST. Because there are no records of the UST removal at the subject property, Langan considers the potential presence of the UST and associated unknown subsurface conditions as a REC (See Langan REC 1).

3.3 Prior Environmental Report Review

Langan was provided with prior environmental reports related to the subject property. The reports are referenced in Section 7 and summarized below. The reports are included in Appendix E.

EBI Consulting – Phase I ESA – November 2016

EBI Consulting (EBI) conducted a Phase I ESA at the subject property address 772 Pacific Avenue in 2016. The SFFD sent EBI documentation, dated 7 July 1953, regarding the presence of a 1,000-gallon gasoline UST located in the Pacific Avenue sidewalk adjacent to the subject property (included in Appendix E). No further documentation was identified regarding any inspections or the removal of this UST. Golden Gate Tank Removal, Inc. conducted a “Visual Property Inspection for Underground Fuel Tanks” on 26 September 2016 and provided EBI with a one-page document confirming the lack of visual evidence of the UST at the subject property (included in Appendix E). Based on this information, EBI identified the following recognized environmental conditions (RECs) for the subject property:

- SFFD permit indicates a 1,000-gallon gasoline UST was installed at the subject property in 1953 associated with the sheet metal business that previously occupied the property. There is no documentation available regarding the removal of the UST. During site reconnaissance activities, EBI did not identify any visual evidence of a UST. Because there are no records of the UST removal at the subject property, EBI considered the potential presence of the UST and associated unknown subsurface conditions as a REC (See Langan REC 1).

EBI recommended conducting a geophysical survey at the subject property to determine whether the UST remains on the southern portion of the subject property. Additionally, EBI recommended a subsurface investigation be conducted to characterize conditions at the subject property.

Langan Engineering and Environmental Services, Inc. – Phase II ESA & SMP – March 2023

Langan performed a Phase II ESA and Site Mitigation Plan (SMP) based on the analytical results for the subject property. On 13 December 2022, six shallow soil borings (LB-2 through LB-7) were advanced for the collection of soil samples. Sample locations are presented in Appendix A, Figure 4. Soil samples were collected from the six soil borings at depths of approximately 1.5, 3.0, and 5.0 feet bgs. The soil samples were submitted for analysis of some or all of the following:

- Total Petroleum Hydrocarbons (TPH) gas(g), TPH diesel(d), and TPH motor oil(mo) by Environmental Protection Agency (EPA) Method 8015M;
- Volatile organic compounds (VOCs) by EPA Method 8260;
- Semi-volatile organic compounds (SVOCs) by EPA Method 8270;
- Organochlorine pesticides (OCPs) by EPA Method 8081;
- Polychlorinated biphenyls (PCBs) by EPA Method 8082;
- California Assessment Manual (CAM) 17 metals by EPA Method 6010/7000;
- Cyanide by EPA Method 4500;
- Acid Soluble Sulfides by EPA Method 4500;
- pH by EPA Method 9045C; and,
- Asbestos by California Air Resource Board (CARB) 435.

Four sub-slab soil vapor pins (LV-3-SV, LV-4-SV, LV-5-SV, and LV-7-SV) were installed near select soil boring locations following soil sampling, backfill, and grouting. The temporary soil vapor pins were installed in the slab and sampled on 13 and 14 December 2022 for analysis of VOCs via USEPA Method TO-15 SIM, helium, oxygen, methane, and carbon dioxide by ASTM D-1946.

Soil analytical data was compared to RWQCB Direct Exposure Human Health Risk Levels for Residential and Commercial/Industrial Shallow Soil Exposure¹. None of the samples contained concentrations of TPHg, TPHd, TPHmo, VOCs, SVOCs, OCPs or PCBs exceeding the residential or commercial/industrial ESLs. Cyanides, acid soluble sulfides, and asbestos were not detected exceeding the laboratory reporting limits in the samples analyzed.

Total lead was detected above laboratory reporting limits in all 16 of the samples analyzed, at concentrations ranging between 2.45 mg/kg and 846 mg/kg. Four of the samples had detected concentrations of total lead above 50 mg/kg (10 times the STLC) and were subsequently analyzed for STLC lead to determine soluble lead levels. STLC lead was detected above the laboratory reporting limit in each of the four samples analyzed at concentrations ranging from 0.987 milligram per liter (mg/L) to 72.7 mg/L. STLC lead was detected at a concentration exceeding the STLC State of California hazardous waste criteria of 5 mg/L in two of the four samples analyzed. Three samples were analyzed for TCLP lead to determine soluble lead levels. TCLP lead was detected above the laboratory reporting limit in one of the three samples analyzed at a concentration of 0.873 mg/L, which does not exceed the Federal hazardous waste criteria of 5 mg/L. Four soil samples exceeded the residential ESL for lead of 82 mg/kg.

Total chromium was detected above the laboratory reporting limit in each of the 16 samples analyzed at concentrations ranging from 44.3 mg/kg to 103 mg/kg. None of the total chromium concentrations detected exceed the TTLC State of California hazardous waste criteria of 2,500 mg/kg. Total chromium in 14 soil samples were subsequently analyzed for STLC chromium to determine soluble chromium levels. STLC chromium was detected above the laboratory reporting limit in eight of the 16 samples analyzed at concentrations ranging from 0.234 mg/L to 1.71 mg/L, none of which exceeded the STLC State of California hazardous waste criterion of 5 mg/L.

Total mercury was detected above the laboratory reporting limit in six of the 16 samples analyzed at concentrations ranging from 0.14 mg/kg to 13 mg/kg. Total mercury in three sample (LB-2-1.5, LB-2-3.0, and LB-5-1.5) was detected at concentrations above 2.0 mg/kg (10 times the STLC) and was subsequently analyzed for STLC mercury to determine soluble mercury levels.

¹ RWQCB ESLs: Direct Exposure Human Health Risk Levels (Table S-1). Residential and Commercial/Industrial: Shallow Soil Exposure. 2019 Final Rev. 2

STLC mercury was not detected above the laboratory reporting limits in any of the samples analyzed.

The remaining metal concentrations were below ESLs or within normal background ranges found in the San Francisco Bay Area².

Soil vapor analytical data was compared to Sub Slab-Soil Gas Human Health Risk Screening Levels for Residential and Commercial/Industrial Exposure³. Soil vapor analytical results exceeding ESLs are summarized below:

- Benzene was detected in three of the four samples analyzed above the residential ESL (3.2 micrograms per cubic meter [$\mu\text{g}/\text{m}^3$]) at concentrations ranging from 3.2 $\mu\text{g}/\text{m}^3$ (LB-3-SV) and 4.5 $\mu\text{g}/\text{m}^3$ (LB-7-SV).
- Chloroform was detected in two of the four samples analyzed above the residential ESL (4.1 $\mu\text{g}/\text{m}^3$) at concentrations of 13 $\mu\text{g}/\text{m}^3$ (LB-5-SV) and 24 $\mu\text{g}/\text{m}^3$ (LB-4-SV).
- Naphthalene was detected above the residential (2.8 $\mu\text{g}/\text{m}^3$) and commercial/industrial ESL (12 $\mu\text{g}/\text{m}^3$) at a concentration of 39 $\mu\text{g}/\text{m}^3$ in one sample (LB-7-SV).
- Tetrachloroethene (PCE) was detected above the residential ESL (15 $\mu\text{g}/\text{m}^3$) at a concentration of 27 $\mu\text{g}/\text{m}^3$ in one sample (LB-4-SV).

The remaining VOCs in soil vapor were below their respective ESL.

The results of Langan's subsurface investigation indicate that the subject property is underlain by one to three feet of fill material in some locations with elevated concentrations of heavy metals. Based on the analytical results, two soil samples (LB-5-1.5 and LB-7-1.5) exceed the State of California hazardous waste criteria and if disturbed will require disposal as State of California Class I non-RCRA hazardous waste. The areas containing material exceeding State of California Class I non-RCRA hazardous criteria are presented in Appendix A, Figure 4. Because hazardous concentrations of heavy metals within the fill material exists beneath the subject property, Langan prepared an SMP providing recommended measures to mitigate the long-term environmental or health and safety (H&S) risks caused by the presence of heavy metals in the

² Environmental Resources Management. Feasibility Study, Hookston Station, Pleasant Hill, California. Appendix A, Table A-1, "Comparison of Background Concentrations of Metals in Bay Area Soils," July 2006.

³ RWQCB ESLs: Subslab/Soil Gas Vapor Intrusion: Human Health Risk Levels (Table SG-1). Residential and Commercial/Industrial. 2019 Final Rev. 2

soil. Langan considers the presence of fill material exceeding State of California Class I non-RCRA hazardous criteria to be a REC for the subject property (See Langan REC 2).

As a result of the concentrations of benzene, chloroform, and naphthalene as well as PCE exceeding the RWQCB ESL in soil vapor, Langan recommended the installation of a vapor intrusion mitigation system (VIMS) be included in future building design as a conservative vapor mitigation measure. Langan considers the presence of PCE exceeding RWQCB ESLs in soil vapor to be a REC for the subject property (See Langan RECs 3 and 4).

4.0 ADJOINING PROPERTIES AND SURROUNDING AREA

4.1 Current Use of Adjoining Properties and Surrounding Area

The use of adjoining and surrounding properties is summarized as follows:

TABLE 4-1
Current Use of Adjoining Properties and Surrounding Area

Direction	Adjoining Properties	Surrounding Area
North	Asian grocery store (Chung Chou City Inc.) and residential building	Stark Street followed by residential and commercial properties
East	Seabird Preschool and an antique retail store/pharmacy (Kam Kuen Wong, BS)	Commercial properties including a salon, medical services office, and public parking
South	Pacific Avenue followed by Ping Yuen Residential Housing	Commercial properties
West	Gum Sing Market	Wah Hing Market followed by Stockton Street

Langan did not observe obvious conditions likely to represent environmental concerns for the subject property from current uses of adjoining or surrounding properties.

4.2 Adjoining Properties and Surrounding Area History

Langan compiled the following summaries of the adjoining properties and surrounding area history based on a review of historical resources and interviews. Historical resources are provided in Appendix F.

TABLE 4-2
Historical Use of Adjoining Properties

Direction	Adjoining Properties
North	The northern adjoining property appears to be developed with multiple commercial properties in the 1887 through 1899 Sanborn Maps. By 1913, most of the property appears to be vacant with what appears to be a small carpentry shop located in the eastern corner. In the 1948 Sanborn Map, the property appears to be developed with a vacant dwelling and a furniture shop. A warehouse is present in place of the vacant dwelling by 1950. By 1974, the furniture shop remains, and the warehouse has been replaced with an apartment building. According to aerial photographs, the property appears to remain unchanged through present day. Langan does not consider the historical use of the northern adjoining property an environmental concern for the subject property.
East	The eastern adjoining property is depicted as a storefront from 1887 through 1950. In the 1974 Sanborn Map, the property appears to be labeled as a clothes manufacturer. The property appears generally unchanged through present day with various commercial businesses having occupied the building from 1974 through 2020 including a pet shop, a cocktail lounge, and a general store. According to city directories, this property was occupied by the Hogan & Vest Real Estate Company from at least 2014 through 2019. Database listings associated with the eastern adjoining property are discussed in Section 4.3.
South	The southern adjoining property appears to be developed with a Chinese wood yard in the 1887 through 1899 Sanborn Maps. By 1913, most of the southern adjoining property appears to be vacant with a small commercial building on the western portion labeled Chinese laundry. According to city directories and Sanborn Maps, a laundry facility operated at the former 767 Pacific Avenue property as early as 1913 through approximately 1940. By the 1948, the property appears to be developed with two auto garages. Senator's Garage is located on the eastern portion and a separate garage appears on the western portion of the southern adjoining property. According to city directories, the Senator's Garage operated at the former 725 and 755 Pacific Avenue properties (currently 711 through 799 Pacific Avenue) as early as the 1920s through 1948. Additionally, the Barsotti Aladino garage operated at the former 765 Pacific Avenue property as early as the 1930s through 1948. By 1950 the property is vacant in preparation for the development of the Ping Yuen housing complex. According to city directories, this property has been occupied by the Ping Yuen public housing complex since at least 1962. The property appears unchanged through present day. Database listings associated with the southern adjoining property are discussed in Section 4.3.
West	The western adjoining property appears to be developed with approximately seven commercial stores in the 1887 through 1913 Sanborn Maps. By the 1948 Sanborn Map, three of the stores are labeled as furniture stores. According to city directories, a clothes cleaning facility operated at the 1204 and 1216 Stockton Street properties in the 1930s. The properties appear generally unchanged through present day. Currently, the properties are occupied by Chinese markets. Database listings associated with the western adjoining properties are discussed in Section 4.3.

The surrounding area shows mixed residential and commercial development on aerial photographs in the early 1900s. Surrounding roadways were apparent as early as 1887. The surrounding area appears in similar configuration from the late 1950s to present.

Langan does not consider the historical uses of the surrounding area properties an environmental concern for the subject property.

4.3 Regulatory Database Review

Langan reviewed the environmental database report to evaluate if adjoining or surrounding area properties identified in the database report are suspected to represent an environmental concern for the subject property (see Section 8.2). Langan did not consider review of regulatory agency files for the adjoining or surrounding properties necessary to evaluate potential RECs for the subject property unless discussed in Section 4.3.1 or 4.3.2 below.

4.3.1 Adjoining Properties

Database listings for adjoining properties are summarized as follows.

Former Hogan & Vest – 750 Pacific Avenue (eastern adjoining, inferred cross-gradient)

The 750 Pacific Avenue property, located approximately 24 feet to the east-northeast of the subject property, was identified on the RCRA NonGen/NLR database. According to city directories, this property was occupied by the Hogan & Vest Real Estate Company from at least 2014 through 2019. The database listing indicates that this property was verified as a non-generator of hazardous waste in 2019. No violations indicative of a release has been recorded for this parcel and therefore this property is not considered a REC.

Ping Yuen Center – 711 through 799 Pacific Avenue (southern adjoining, inferred up-gradient)

The 711 through 799 Pacific Avenue property, located approximately 90 feet to the south-southeast of the subject property, was identified on the RCRA-LQG, FINDS, and ECHO databases. According to city directories, this property has been occupied by the Ping Yuen public housing complex since at least 1962. The database listing indicates that lead and cadmium impacted hazardous waste was removed from the property in 2016 during building improvement activities. No violations indicative of a release has been recorded for this parcel and therefore this property is not considered a REC.

Chinatown Community Development Center – 795 Pacific Avenue (southern adjoining, inferred up-gradient)

The 795 Pacific Avenue property, located approximately 76 feet to the south-southwest of the subject property, was identified on the CERS and CUPA Listings databases. The database review indicated a history of violations at the property, which were documented by SFDPH inspectors. In 2022, SFDPH inspectors observed the following violations: failure to complete and submit hazardous material inventory information, failure to provide initial and annual training to all employees, and failure to report program data electronically. No violations indicative of a release has been recorded for this parcel and therefore this property is not considered a REC.

Former Senator S Garage – 725 & 755 Pacific Avenue (southern adjoining, inferred up-gradient)

The 725 and 755 Pacific Avenue properties, located approximately 73 feet to the south of the subject property, was identified on the EDR Hist Auto database. According to city directories, the Senator S Garage operated at the former 725 and 755 Pacific Avenue properties (currently 711 through 799 Pacific Avenue) as early as the 1920s through 1948. No violations indicative of a release has been recorded for this parcel; however, it is possible that the historical use of this property as an auto repair shop has contributed to the regional petroleum hydrocarbon contamination (See Langan REC 3).

Former Sang Chong – 767 Pacific Avenue (southern adjoining, inferred up-gradient)

The 767 Pacific Avenue property, located approximately 73 feet to the south of the subject property, was identified on the EDR Hist Cleaner database. According to city directories and Sanborn Maps, a laundry facility operated at the former 767 Pacific Avenue property as early as 1913 through approximately 1940. No violations indicative of a release has been recorded for this parcel; however, it is possible that the historical use of this property as a dry-cleaning facility has contributed to the regional chlorinated solvent contamination (See Langan REC 4).

Former Barsotti Aladino – 765 Pacific Avenue (southern adjoining, inferred up-gradient)

The 725 and 755 Pacific Avenue properties, located approximately 73 feet to the south of the subject property, was identified on the EDR Hist Auto database. According to city directories, the Barsotti Aladino garage operated at the former 765 Pacific Avenue property as early as the 1930s through 1948. No violations indicative of a release has been recorded for this parcel; however, it is possible that the historical use of this property as an auto repair shop has contributed to the regional petroleum hydrocarbon contamination (See Langan REC 3).

Former Ohio Renovatory – 1204 Stockton Street (western adjoining, inferred cross-gradient)

The 1204 Stockton Street property, located approximately 46 feet to the west of the subject property, was identified on the EDR Hist Cleaner database. According to city directories, a clothes cleaning facility operated at the property in the 1930s. No violations indicative of a release has been recorded for this parcel; however, it is possible that the historical use of this property as a dry-cleaning facility has contributed to the regional chlorinated solvent contamination (See Langan REC 4).

Former Diamond Cleaners – 1216 Stockton Street (western adjoining, inferred cross-gradient)

The 1216 Stockton Street property, located approximately 31 feet to the west of the subject property, was identified on the EDR Hist Cleaner database. According to city directories, a clothes cleaning facility operated at the property in the 1930s. No violations indicative of a release has been recorded for this parcel; however, it is possible that the historical use of this property as a dry-cleaning facility has contributed to the regional chlorinated solvent contamination (See Langan REC 4).

4.3.2 Surrounding Area

Langan evaluated each of the database listings for surrounding area properties (see Section 8.2). Those warranting further discussion in the context of potential to represent an environmental concern for the subject property are discussed below.

Former Shell Garage – 1636 Powell Street (approximately 0.23 miles northwest, inferred down-gradient)

The 1636 Powell Street property, located approximately 1,220 feet to the north-northwest and down-gradient of the subject property, was identified on the LUST, CORTESE, CERS, UST, and HIST CORTESE databases. According to the database listings and open GeoTracker case file, two gasoline USTs were removed from the property in 1995. Confirmation soil samples indicated that a leak had occurred, and a LUST case was opened with the RWQCB. Various subsurface investigations and remedial actions have occurred at the site since 1999 including excavation of contaminated soils, installation of groundwater monitoring wells, groundwater extraction, slow-release oxygen injections, and installation of soil vapor probes. Chemicals of concern (COCs) for this property include TPHg, benzene, and PCE in groundwater and soil vapor. The source of the PCE contamination was determined to be from the adjacent property (1656 Powell Street, discussed below). Environmental investigations and remediation are still ongoing for this property. Due to the unknown extent of the petroleum hydrocarbon plume, it is

possible that the historical use of this property as a gas station has contributed to the regional petroleum hydrocarbon contamination (See Langan REC 3).

Hanford Freund & Co. – 1656 Powell Street (approximately 0.23 miles northwest, inferred down-gradient)

The 1656 Powell Street property, located approximately 1,244 feet to the northwest and down-gradient of the subject property, was identified on the CPS-SLIC, HAZNET, HWTS, and UST databases. According to the database listings and open GeoTracker case file, during petroleum-related investigations for the 1636 Powell Street property (discussed above), chlorinated hydrocarbon impacts were encountered beneath the location of the former dry-cleaning business that was historically located at this property from 1940 through 1982 by various businesses. Investigations are currently being conducted to delineate the groundwater and soil vapor plumes and determine additional remedial actions. Due to the unknown extent of the chlorinated solvent plume, it is possible that the historical use of this property as a dry-cleaning facility has contributed to the regional chlorinated solvent contamination (See Langan REC 4).

Based on information in the environmental database report, Langan did not consider submitting FOIA requests to supplement the database listings for adjoining or surrounding area properties necessary, except as discussed above.

5.0 CONCLUSIONS, FINDINGS, AND OPINIONS

Langan completed a Phase I ESA consistent with the scope and limitations of ASTM E1527-21 for the subject property at 772 and 758 Pacific Avenue in San Francisco, California. Exceptions to, or deletions from, ASTM E1527-21 are described in Section 8 of this report. This assessment has revealed the RECs, CRECs, HRECs, de minimis conditions, significant data gaps, and BERs presented in Table 5-1.

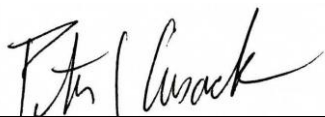
TABLE 5-1
Conclusions, Findings, and Opinions

ASTM E1527-21 Scope Items	
Recognized Environmental Conditions (RECs)	
<i>Potential Presence of Historical UST:</i> A 1953 San Francisco Fire Department permit indicates a 1,000-gallon gasoline underground storage tank (UST) was installed within the sidewalk area at the 772 Pacific Street address in association with the former sheet metal business. There is no documentation available regarding the removal of the UST. Golden Gate Tank Removal, Inc. conducted a "Visual Property Inspection for Underground Fuel Tanks" on 26 September 2016 and provided a one-page document confirming the lack of visual evidence of the UST at the subject property. During site reconnaissance activities, Langan did not identify any visual evidence of a UST. Because there are no records of the UST removal at the subject property, Langan considers the potential presence of the historical gasoline UST and associated unknown subsurface conditions as a REC.	
<i>Presence of Contaminated Fill Material:</i> Based on the results of Langan's subsurface investigation at the subject property dated 23 March 2023, concentrations of heavy metals including lead are present in shallow soils exceeding State of California Class I non-Resource Conservation and Recovery Act (RCRA) hazardous waste levels. The presence of metals in soil is likely attributable to historic fill material. The subject property is adjacent to properties included within the expanded San Francisco Public Health Code (SFPHC) Article 22A Maher Ordinance Zone boundary. According to Langan's 2023 subsurface investigation, the subject property is underlain by up to approximately 13 feet of undocumented fill material. Langan considers the presence of the contaminated fill material to be a REC for the subject property.	
<i>Regional Petroleum Hydrocarbon Contamination:</i> Based on the results of Langan's subsurface investigation at the subject property dated 23 March 2023, concentrations of benzene, chloroform, and naphthalene exceeding Regional Water Quality Control Board (RWQCB) sub slab-soil gas human health risk environmental screening levels (ESLs) for residential and commercial/industrial exposure are present in soil vapor beneath the subject property. According to historical records, gasoline service stations and automotive repair shops with USTs have been in the vicinity of the subject property since the 1920s. Based on the location of the subject property relative to multiple closed leaking underground storage tank (LUST) cases and EDR HIST AUTO facilities, Langan concludes the petroleum hydrocarbon contamination below the subject property is a result of an off-subject property release or releases. The presence of petroleum hydrocarbon contamination below the subject property, emanating from an off-subject property source or sources, is evidence of a release affecting the environmental integrity of the subject property and therefore constitutes a REC.	
<i>Regional Chlorinated Solvents Contamination:</i> Based on the results of Langan's subsurface investigation dated 23 March 2023, concentrations of tetrachloroethene (PCE) exceeding RWQCB residential ESLs are present in soil vapor below the subject property. According to the EDR database report, there are approximately 23 properties listed on the EDR HIST CLEANER database located upgradient and within ¼ mile of the subject property with operations beginning as early as the 1930s. It is possible for dry cleaners to have discharged hazardous substances to the subsurface environment during this time. Langan considers the known soil vapor contamination and potential for associated vapor intrusion in subject property buildings to be a REC for the subject property.	
Controlled Recognized Environmental Conditions (CRECs)	
Langan did not identify CRECs.	
Historical Recognized Environmental Conditions (HRECs)	
Langan did not identify HRECs.	

ASTM E1527-21 Scope Items
De Minimis Conditions
Langan did not identify de minimis conditions.
Significant Data Gaps
Langan did not identify significant data gaps.

6.0 ENVIRONMENTAL PROFESSIONAL STATEMENT

I declare that to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in Section 312.10 of 40 CFR Part 312 and I have the specific qualifications based on my education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.



Peter J. Cusack
Associate Principal/Vice President

6/2/2023
Date

7.0 REFERENCES

Langan used the following sources to complete this Phase I ESA.

ASTM E1527-21, Standard Practice for Environmental Property Assessments: Phase I Environmental Property Assessment Process, published 16 November 2021

EDR, Inc., Radius Map Report with GeoCheck, 28 April 2023

EDR, Inc., City Directory Image Report, 1 May 2023

EDR, Inc., Aerial Photographs, 28 April 2023

EDR, Inc., Historical Topographic Map Report, 28 April 2023

EDR, Inc., Sanborn Map Report, 28 April 2023

EBI Consulting, Phase I Environmental Site Assessment, 772 Pacific Avenue, San Francisco, California, dated 21 November 2016

Langan Engineering and Environmental Services, Inc., Phase II Environmental Site Assessment and Site Mitigation Plan, 772 Pacific Avenue, San Francisco, California, dated 23 March 2023

U.S. EPA ECHO database: <http://echo.epa.gov/facilities> searched 28 April 2023

U.S. EPA ENVIROFACTS database: <https://www3.epa.gov/enviro/> searched 28 April 2023

U.S. EPA MyProperty database: <https://www3.epa.gov/enviro/facts/myproperty/> searched 28 April 2023

TABLE 7-1
Dates of Assessment Components

Component	Date
Interviews	22 May 2023
Review of government records	28 April 2023
Site reconnaissance	25 May 2023
Declaration by Environmental Professional	2 June 2023

8.0 LIMITATIONS AND DEFINITIONS

This Phase I ESA report was prepared for Client and is intended to be used in its entirety. Excerpts taken from this report are not necessarily representative of the assessment findings. The Client

is the sole intended beneficiary of the report. The user requested no special terms or conditions regarding this Phase I ESA.

Langan's scope of services, which is described in Section 1.2 and in the contract executed between Langan and the Client, was limited to that agreed to with the Client/user and no other services beyond those explicitly stated are implied. To the extent possible, the services performed and agreed upon for this Phase I ESA are consistent with the guidelines of ASTM E1527-21.

This report is not intended to be an exhaustive assessment of the subject property. The purpose of the Phase I ESA is to reduce uncertainty about unknown conditions at the subject property. No environmental site assessment can wholly eliminate uncertainty regarding the potential for RECs in connection with a subject property. Therefore, Langan cannot "verify," "insure," "certify," or "guarantee" that the subject property is free of environmental concerns.

No expressed or implied representation or warranty is included or intended in this report, except that our services were completed using the care and skill ordinarily followed by professionals providing similar services under similar circumstances in similar locations at the same point in time.

The conclusions provided in this report are based solely on information obtained through completing the standard activities required by ASTM E1527-21 and are intended exclusively for the purpose stated herein, at the specified subject property, as it existed at the point in time the assessment was completed. The conclusions provided in this report do not apply to conditions and features of which Langan was not made aware of through good faith efforts to complete the activities required by ASTM E1527-21 and did not have the opportunity to evaluate.

8.1 ASTM Definitions

The following definitions are provided in ASTM E1527-21 and presented below for reference. This section is not a comprehensive list of definitions provided in ASTM E1527-21 and is intended to summarize those pertinent to this Phase I ESA report.

Activity and use limitations (AULs): legal or physical restrictions or limitations on the use of, or access to, a site or facility: (1) to reduce or eliminate potential exposure to hazardous substances or petroleum products in the soil, soil vapor, groundwater, and/or surface water on the property, or (2) to prevent activities that could interfere with the effective-ness of a response action, in order to ensure maintenance of a condition of no significant risk to public health or the

environment. These legal or physical restrictions, which may include institutional and/or engineering controls, are intended to prevent adverse impacts to individuals or populations that may be exposed to hazardous substances and petroleum products in the soil, soil vapor, groundwater, and/or surface water on a property.

Adjoining properties: any real property or properties the border of which is contiguous partially contiguous with that of the subject property, or that would be contiguous or partially contiguous with that of the subject property but for a street, road, or other public thoroughfare separating them.

All Appropriate Inquiries: that inquiry constituting all appropriate inquiries into the previous ownership and uses of the subject property consistent with good commercial and customary practice as defined in CERCLA, 42 U.S.C. § 9601(35)(B) and 40 C.F.R. Part 312, that will qualify a party to a commercial real estate transaction for one of the threshold criteria for satisfying the LLPs to CERCLA liability (42 U.S.C. §§ 9601(35)(A) & (B), § 9607(b)(3), § 9607(q), and § 9607(r)), assuming compliance with other elements of the defense.

Approximate minimum search distance: the area for which records must be obtained and reviewed pursuant to ASTM E1527-21 Section 8 subject to the limitations provided in that section. This may include areas outside the subject property and shall be measured from the nearest subject property boundary. This term is used in lieu of radius to include irregularly shaped properties.

Business environmental risk (BER): a risk which can have a material environmental or environmentally driven impact on the business associated with the current or planned use of commercial real estate, not necessarily related to those environmental issues required to be investigated in this practice. Consideration of BER issues may involve addressing one or more non-scope considerations.

Controlled recognized environmental condition (CREC): recognized environmental condition affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities with hazardous substances or petroleum products allowed to remain in place subject to implementation of required controls (for example, activity and use limitations or other property use limitations).

Data gap: a lack of or inability to obtain information required by this practice despite good faith efforts by the environmental professional to gather such information. Data gaps may result from incompleteness in any of the activities required by this practice, including, but not limited to, site reconnaissance (for example, an inability to conduct the site visit), and interviews (for example, an inability to interview the key site manager, regulatory officials, etc.).

De minimis condition: a condition related to a release that generally does not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. A condition determined to be a de minimis condition is not a recognized environmental condition nor a controlled recognized environmental condition.

Engineering controls: physical modifications to a site or facility (for example, capping, slurry walls, or point of use water treatment) to reduce or eliminate the potential for exposure to hazardous substances or petroleum products in the soil or groundwater on a property. Engineering controls are a type of activity and use limitation (AUL).

Environment: environment shall have the same meaning as the definition of environment in CERCLA 42 U.S.C. § 9601(8).

Historical recognized environmental condition (HREC): previous release of hazardous substances or petroleum products affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities and meeting unrestricted use criteria established by the applicable regulatory authority or authorities without subjecting the subject property to any controls (for example, activity and use limitations or other property use limitations). A historical recognized environmental condition is not a recognized environmental condition.

Institutional controls (IC): a legal or administrative mechanism (for example, "deed restrictions," restrictive covenants, easements, or zoning) on the use of, or access to, a site or facility to (1) reduce or eliminate potential exposure to hazardous substances or petroleum products in the soil or groundwater on the property, or (2) to prevent activities that could interfere with the effectiveness of a response action, in order to ensure maintenance of a condition of no significant risk to public health or the environment. An institutional control is a type of activity and use limitation (AUL).

Key site manager: the person identified by the owner or operator of a subject property as having good knowledge of the uses and physical characteristics of the subject property.

Material threat: obvious threat which is likely to lead to a release and that, in the opinion of the environmental professional, would likely result in impact to public health or the environment.

Obvious: that which is plain or evident; a condition or fact that could not be ignored or overlooked by a reasonable observer.

Property use limitation: limitation or restriction on current or future use of a property in connection with a response to a release, in accordance with the applicable regulatory authority or authorities that allows hazardous substances or petroleum products to remain in place at concentrations exceeding unrestricted use criteria.

Reasonably ascertainable: information that is (1) publicly available, (2) obtainable from its source within reasonable time and cost constraints, and (3) practically reviewable.

Recognized environmental conditions: (1) the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment. For the purposes of this definition, "likely" is that which is neither certain nor proved but can be expected or believed by a reasonable observer based on the logic and/or experience of the environmental professional, and/or available evidence, as stated in the report to support the opinions given therein.

Release: a release of any hazardous substance or petroleum product shall have the same meaning as the definition of "release" in CERCLA 42 U.S.C. § 9601(22). There are a number of statutory exclusions from the definition of release that may impact the environmental professional's opinions and conclusions, such as the normal application of fertilizer.

Significant data gap: a data gap that affects the ability of the environmental professional to identify a recognized environmental condition.

Site reconnaissance: that part that is contained in Section 9 of ASTM E1527-21 and addresses what should be done in connection with the site visit. The site reconnaissance includes, but is

not limited to, the site visit done in connection with such a Phase I Environmental Site Assessment.

Site visit: the visit of the subject property during which observations are made constituting the site reconnaissance section of this practice.

Subject property: the property that is the subject of the environmental site assessment described in this practice.

User: the party seeking to use ASTM E1527-21 to complete an environmental site assessment of the subject property.

8.2 Standard Environmental Record Sources

Langan reviewed an environmental database search report prepared by an environmental database search provider for the subject property and surrounding area. The database search report includes a listing of properties identified on select federal, state, local and tribal standard source environmental databases within the approximate minimum search radii outlined in ASTM E1527-21. This information was supplied to Langan by the environmental database search provider, and to the environmental database search provider by government sources; therefore, neither Langan nor the environmental database search provider can verify the completeness and accuracy of the database information. Appendix C contains a copy of the report, with specific source and property descriptions, and the dates of the last update for each database searched. Langan reviewed the database search report on a record-by-record basis to evaluate if certain properties identified in the database report are likely to represent an environmental concern for the subject property. The evaluation criteria included factors such as distance, groundwater gradient, nature of the listing, and regulatory status. Unless specifically discussed in the body of this report, the facilities listed on the database do not appear to represent an environmental concern to the subject property.

8.3 Limiting Conditions/Deviations

Langan did not encounter any limiting conditions during the preparation of this Phase I ESA. Langan did not delete or deviate from the ASTM E1527-21 guidelines during this Phase I ESA.

8.4 Data Gaps

Langan did not identify any significant data gaps during the preparation of this Phase I ESA. Data gaps that are not considered significant data gap are discussed below.

- Historical information was not readily available to characterize the subject property to its initial developed use. An 1887 Sanborn Map indicates the subject property was already developed for commercial and residential uses. Based on knowledge of the area, it is unlikely that the subject property was used for developed purposes other than commercial and residential prior to 1887.

PHASE II ENVIRONMENTAL SITE ASSESSMENT

772 and 758 Pacific Avenue

San Francisco, California

Prepared For:

Chinatown Community Development Center
1525 Grant Avenue
San Francisco, California 94133

Prepared By:

Langan CA, Inc.
135 Main Street, Suite 1500
San Francisco, California 94105



Sarah Middleton
Senior Staff Geologist



Peter J. Cusack
Associate Principal/Vice President

29 March 2024
731764201

LANGAN

29 March 2024

Ms. Bo Han
Chinatown Community Development Center
1525 Grant Avenue
San Francisco, California 94133

**Subject: Phase II Environmental Site Assessment
772 and 758 Pacific Avenue
San Francisco, California
Langan Project No. 731764202**

Dear Members of the Development Team:

Langan CA, Inc. (Langan) is pleased to submit this Phase II Environmental Site Assessment (ESA) for the property located at 772 and 758 Pacific Avenue in San Francisco, California.

We appreciate the opportunity to assist you with this project. If you have any questions or need any information clarified, please call us at (408) 283-3600.

Sincerely yours,
Langan CA, Inc.



Sarah Middleton
Senior Staff Geologist



Peter J. Cusack
Associate Principal/VP

731764201.02_Phase II ESA Report_772 & 758 Pacific

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PHASE II ENVIRONMENTAL SITE ASSESSMENT
772 and 758 Pacific Avenue
San Francisco, California

1.0 INTRODUCTION

Langan CA, Inc. (Langan) has prepared this Phase II Environmental Site Assessment (ESA) on behalf of Chinatown Community Development Center (CCDC) ("Client") for the proposed development project located at 772 and 758 Pacific Avenue in San Francisco, California (the "site", Figure 1). The site is approximately 11,450 square feet (0.26 acres) in size and is bound by Pacific Avenue to the south, commercial buildings to the east and west and mixed commercial and residential buildings to the north. The site is currently developed with a two-story commercial building (772 Pacific Avenue) occupied by New Asia Supermarket and a two-story mixed-use building occupied by a Chinese restaurant with a residential unit on the second floor (758 Pacific Avenue). The site is identified by the City and County of San Francisco Assessor Parcel Number (APN) 0161-014 and 0161-015. The Phase II ESA was completed following the guidelines of ASTM International Standard Practice E1903-19 (ASTM E1903-19).

2.0 PROJECT DESCRIPTION

We understand the existing buildings at the site will be demolished and the proposed project will consist of a 15-story building above one basement level with around 200 units of affordable housing.

3.0 LANGAN SUBSURFACE INVESTIGATION – DECEMBER 2022

Langan performed a Phase II ESA in December 2022 to evaluate the environmental quality of the soil and soil vapor that may be encountered during proposed development. In addition, soil samples were analyzed for constituents to satisfy waste profiling scenarios generally accepted by landfills.

On 13 December, six exploratory borings, LB-2 through LB-7, were advanced to depths of approximately five feet below the ground surface (bgs) by hand-auger methods at the locations shown on Figure 2. Discrete soil samples were collected from each location at approximate depths of 1.5, 3.0, and 5.0 feet bgs. Exploratory boring logs are available in Appendix A as Figures A-1 to A-6. The soil encountered was classified in accordance with the soil classification chart on Figure A-7. After completion, the boreholes were backfilled with neat cement grout and the core holes were patched with rapid-set concrete.

The objective of the soil sampling was to assess the presence of hazardous materials and petroleum hydrocarbons in the soil beneath the site that would be disturbed during the proposed construction activities. The soil samples were submitted to Torrent Laboratory Inc., a State certified laboratory in Milpitas, California for some or all of the analyses as listed below:

- Total Petroleum Hydrocarbons (TPH) gas(g), TPH diesel(d), and TPH motor oil(mo) by Environmental Protection Agency (EPA) Method 8015M;
- Volatile organic compounds (VOCs) by EPA Method 8260;
- Semi-volatile organic compounds (SVOCs) by EPA Method 8270;
- Organochlorine pesticides (OCPs) by EPA Method 8081;
- Polychlorinated biphenyls (PCBs) by EPA Method 8082;
- California Assessment Manual (CAM) 17 metals by EPA Method 6010/7000;
- Cyanide by EPA Method 4500;
- Acid Soluble Sulfides by EPA Method 4500;
- pH by EPA Method 9045C; and,
- Asbestos by California Air Resource Board (CARB) 435.

Analytical results for metal concentrations in soil were compared to the Total Threshold Limit Concentration (TTLC). Samples with concentrations of any metal in milligrams per kilograms (mg/kg) greater than 10 times the Soluble Threshold Limit Concentration value (mg/L) were also analyzed for soluble metals using the California Waste Extraction Test (WET) method and for analysis by the Federal Toxic Characteristic Leaching Procedure (TCLP). These analyses were performed to assess if metal concentrations in soil were at State and/or Federal hazardous waste levels.

Four sub-slab soil vapor pins (LV-3-SV, LV-4-SV, LV-5-SV, and LV-7-SV) were installed near select soil boring locations as shown on Figure 2 following soil sampling, backfill, and grouting. The temporary soil vapor pins were installed in the slab and sampled on 13 and 14 December 2022. After waiting at least two hours, the four sub-slab samples were collected. Helium within a vapor shroud was used as a tracer gas around the sampling assembly and above the vapor pin boring to check for leaks in the sample train and as a quality assurance/quality control measure to confirm the sample integrity. The sub-slab soil vapor sample was collected in one-liter laboratory supplied summa canister and sealed before delivery under COC protocol to McCampbell

Analytical Laboratory, a State certified analytical laboratory in Pittsburg, California for analysis of VOCs via USEPA Method TO-15 SIM, helium, oxygen, methane, and carbon dioxide by ASTM D-1946.

The soil vapor sampling was conducted in general accordance with procedures established by the California Department of Toxic Substances Control (DTSC), which is outlined in the documents titled "Advisory – Active Soil Gas Investigation" dated July 2015 and "Final Guidance for the Evaluation and Mitigation of Subsurface Vapor Intrusion to Indoor Air" dated October 2011.

3.1 Soil Analytical Results

Soil analytical results for parameters other than metals are summarized in Table 1. The results of the investigation were compared to 2019 Regional Water Quality Control Board (RWQCB) Environmental Screening Limits (ESLs) for residential and commercial land use. TPHd was detected above laboratory reporting limits in eight of the 16 samples analyzed, at concentrations between 2.17 milligram per kilogram (mg/kg) and 9.63 mg/kg, none of which exceeded the residential or commercial ESLs. TPHmo was detected above laboratory reporting limits in 12 of the 16 samples analyzed, at concentrations ranging between 5.74 mg/kg and 43.2 mg/kg, none of which exceeded the residential or commercial ESLs. TPHg was not detected in any of the 16 samples analyzed. A total of 19 SVOC compounds (see Table 1 for full list) were detected above the laboratory reporting limits in nine of the 16 samples analyzed at concentrations ranging from 0.0104 mg/kg to 0.313 mg/kg. No SVOC compounds were detected above the residential or commercial ESLs.

One OCP compound, 4,4-DDE, was detected above the laboratory reporting limits in one of the 16 samples analyzed. No OCP compounds were detected above residential or commercial ESLs in any soil samples. No VOCs, PCBs, cyanides, acid soluble sulfides, or asbestos were detected above laboratory reporting limits in the samples analyzed.

The metals analytical results are summarized in Table 2. Total lead was detected above laboratory reporting limits in all 16 of the samples analyzed, at concentrations ranging between 2.45 mg/kg and 846 mg/kg. Four of the samples had detected concentrations of total lead above 50 mg/kg (10 times the STLC) and were subsequently analyzed for STLC lead to determine soluble lead levels. STLC lead was detected above the laboratory reporting limit in each of the four samples analyzed at concentrations ranging from 0.987 milligram per liter (mg/L) to 72.7 mg/L. STLC lead was detected at a concentration exceeding the STLC State of California hazardous waste criteria

of 5 mg/L in two of the four samples analyzed. Three samples were analyzed for TCLP lead to determine soluble lead levels. TCLP lead was detected above the laboratory reporting limit in one of the three samples analyzed at a concentration of 0.873 mg/L, which does not exceed the Federal hazardous waste criteria of 5 mg/L. Four soil samples exceeded the residential ESL for lead of 82 mg/kg.

Total chromium was detected above the laboratory reporting limit in each of the 16 samples analyzed at concentrations ranging from 44.3 mg/kg to 103 mg/kg. None of the total chromium concentrations detected exceed the TTLC State of California hazardous waste criteria of 2,500 mg/kg. Total chromium in 14 soil samples was detected at a concentration above 50 mg/kg (10 times the STLC) and were subsequently analyzed for STLC chromium to determine soluble chromium levels. STLC chromium was detected above the laboratory reporting limit in eight of the 16 samples analyzed at concentrations ranging from 0.234 mg/L to 1.71 mg/L, none of which exceeded the STLC State of California hazardous waste criterion of 5 mg/L.

Total mercury was detected above the laboratory reporting limit in six of the 16 samples analyzed at concentrations ranging from 0.14 mg/kg to 13 mg/kg. Total mercury in three sample (LB-2-1.5, LB-2-3.0, and LB-5-1.5) was detected at concentrations above 2.0 mg/kg (10 times the STLC) and was subsequently analyzed for STLC mercury to determine soluble mercury levels. STLC mercury was not detected above the laboratory reporting limits in any of the samples analyzed.

The remaining metal concentrations were below ESLs or within normal background ranges found in the San Francisco Bay Area. Analytical laboratory reports are provided as Appendix B.

3.2 Soil Vapor Analytical Results

Soil vapor analytical results are presented in Table 3. Sixteen VOCs (see Table 3 for full list) were detected above their respective laboratory reporting limits in the four samples analyzed. Benzene was detected in three of four samples analyzed above the residential ESL of 3.2 micrograms per cubic meter ($\mu\text{g}/\text{m}^3$) at concentrations between $3.2 \mu\text{g}/\text{m}^3$ and $4.5 \mu\text{g}/\text{m}^3$. Chloroform was detected in two of the four samples analyzed above the residential ESL of $4.1 \mu\text{g}/\text{m}^3$ at concentrations of $13 \mu\text{g}/\text{m}^3$ and $24 \mu\text{g}/\text{m}^3$. Naphthalene was detected above the commercial ESL of $12 \mu\text{g}/\text{m}^3$ at a concentration of $39 \mu\text{g}/\text{m}^3$ in one sample (LB-7-SV). PCE was detected above the residential ESL of $15 \mu\text{g}/\text{m}^3$ at a concentration of $27 \mu\text{g}/\text{m}^3$ in one sample (LB-4-SV). The remaining VOCs in soil vapor were below their respective ESLs.

Helium was used as a tracer gas around the sampling assembly and borehole during sample collection as a quality assurance/quality control (QA/QC) measure to confirm the sample integrity. No helium was detected above the laboratory reporting limit in the soil vapor samples analyzed. Oxygen and carbon dioxide were analyzed to assess the potential for petroleum vapor bio-attenuation in the shallow soil zone beneath the site. Oxygen was detected above the laboratory reporting limit in each of the soil vapor samples analyzed at levels ranging from 16 to 25 percent by volume (%V). Carbon dioxide was detected above the laboratory reporting limit in each of the soil vapor samples analyzed at concentrations ranging from 0.0044 to 1.1 %V. Analytical laboratory reports are provided as Appendix B.

4.0 SITE AND SUBSURFACE CONDITIONS

4.1 Site Conditions

The site is currently developed with a two-story at grade commercial building (772 Pacific Avenue) occupied by New Asia Supermarket and a two-story at grade mixed use building occupied by a Chinese restaurant with a residential unit on the second floor (758 Pacific Avenue). The general site topography slopes down to the southeast, with adjacent ground surface elevations ranging from about Elevation 88 feet¹ at the northwestern corner of the site to about Elevation 83 feet at the southeastern corner of the site. The existing buildings are bordered by Pacific Avenue on the south and by low-rise commercial and residential buildings on the west, north, and east. Neighboring buildings are constructed at grade and are likely supported on shallow foundations.

4.2 Subsurface Conditions

The site is generally underlain by up to about 13½ feet of undocumented fill over dense to very dense sand which is in-turn likely underlain by bedrock. The undocumented fill consists of very soft to stiff clay with interbedded medium dense sand. The undocumented fill is underlain by dense to very dense sand, which was encountered between depths of five and 13½ feet bgs.

Groundwater was not encountered in any of the borings or CPTs. The mapped historical high groundwater level at the site is shown to be about 10 to 15 feet beneath street grades (California Division of Mines and Geology, 2000). The groundwater level may fluctuate several feet seasonally, depending on rainfall conditions.

¹ Approximate ground surface elevations taken from the National Oceanographic and Atmospheric Administration (NOAA) database. Elevations in this report reference the North American Vertical Datum of 1988 (NAVD88).

5.0 DISCUSSION

The results of Langan's subsurface investigation indicate that the site is underlain by one to three feet of fill material in some locations with elevated concentrations of heavy metals. Based on the analytical results from our subsurface investigation and previous environmental testing, two soil samples exceed the State of California hazardous waste criteria and will require disposal as State of California Class I non-RCRA hazardous waste. The areas containing material exceeding State of California Class I non-RCRA hazardous criteria are presented in Figure 3. Soil samples collected from boring LB-5 at a depth of 1.5 feet bgs, and boring LB-7 at a depth of 1.5 feet bgs exceeded the State of California hazardous waste criteria. The material in these areas will most likely be disposed of as a State of California Class I non-RCRA hazardous waste and/or will require additional testing during construction.

The remaining fill material on-site (outside of the areas with concentrations exceeding hazardous waste thresholds) will most likely be disposed of as Class II non-hazardous material due to heavy metals concentrations. Final soil acceptance is dependent on the receiving landfill or facility's acceptance criteria.

Because fill material exists beneath the site, a health and safety plan (HASP) (prepared by others) and a Site Mitigation Plan (SMP) should be prepared and implemented prior to construction. The SMP will provide recommended measures to mitigate the long-term environmental or health and safety (H&S) risks caused by the presence of heavy metals in the soil. The HASP will outline proper soil handling procedures and health and safety requirements to minimize worker and public exposure to heavy metals during construction activities.

As a result of the concentrations of PCE exceeding its RWQCB ESL in soil vapor, Langan recommends the installation of a vapor intrusion mitigation system (VIMS) be included in future building design as a conservative vapor mitigation measure. The recommended passive vapor barrier would consist of a continuous, spray-applied vapor barrier membrane located immediately beneath the structural building slab. Below-grade utility conduits entering the building will be sealed to prevent VOC migration along the conduits from outside the building into the sub-slab space beneath the building. The proposed design of the vapor barrier will be performed by a professional engineer (PE) registered in the State of California. In addition, the design engineer will perform construction observation during the installation of the various components of the VIMS.

6.0 LIMITATIONS

Descriptions of specific field activities and historical events are based on our observations and on information provided by others. The opinions and information presented in this report apply to site conditions and the information that was available at the time the work was performed and do not apply to changes of which we are not aware or have not had the opportunity to evaluate. Langan makes no guarantees or warranties with respect to the accuracy or completeness of this information.

TABLES

Table 1
Soil Analytical Results for Non-metals
772 Pacific Avenue
San Francisco, California

731764201
March 2024

Sample ID	Sample Depth (feet bgs)	Date Sampled	TPHg	TPHd	TPHmo	VOCs	N-nitroso -di-n- propylamine	Acenaph- thene	Dibenozo- furan	Fluorene	Phenan- threne	Anthracene	Carbazole	Fluoroan- thene	Pyrene	Benzo(a)- anthracene	Chrysene	Bis (2-ehthylhexyl) phthalate	Benzo(b) fluoroan- thene	Benzo(k) fluoroan- thene	Benzo(a) pyrene
			mg/kg																		
LB-2-1.5	1.5	12/13/2022	< 0.043	6.95 x	43.2	ND	< 0.0132	0.0109 J	0.013 J	0.011J	0.078 J	0.0168 J	0.0119 J	0.0654 J	0.0763 J	0.0311 J	0.0419 J	0.0755 J	0.0632 J	0.0104 J	0.0183 J
LB-2-3.0	3.0	12/13/2022	< 0.043	3.77 x	16.6	ND	0.0141 J	< 0.0107	< 0.0112	< 0.0103	< 0.00932	< 0.00891	< 0.0107	< 0.010	0.0177 J	< 0.0098	< 0.0152	0.0302 J	< 0.012	< 0.00816	< 0.0098
LB-2-5.0	5.0	12/13/2022	< 0.043	2.17 x	9.64	ND	< 0.0132	< 0.0107	< 0.0112	< 0.0103	< 0.00932	< 0.00891	< 0.0107	< 0.010	< 0.012	< 0.0098	< 0.0152	< 0.0153	< 0.012	< 0.00816	< 0.0098
LB-3-1.5	1.5	12/13/2022	< 0.043	9.63 x	8.00	ND	< 0.0132	< 0.0107	< 0.0112	< 0.0103	< 0.00932	< 0.00891	< 0.0107	< 0.010	0.0186 J	< 0.0098	< 0.0152	0.0224 J	< 0.012	< 0.00816	< 0.0098
LB-3-3.0	3.0	12/13/2022	< 0.043	4.73 x	6.14	ND	< 0.0132	< 0.0107	< 0.0112	< 0.0103	< 0.00932	< 0.00891	< 0.0107	< 0.010	0.0137 J	< 0.0098	< 0.0152	< 0.0153	< 0.012	< 0.00816	< 0.0098
LB-3-5.0	5.0	12/13/2022	< 0.043	2.91 x	10.4	ND	< 0.0132	< 0.0107	< 0.0112	< 0.0103	< 0.00932	< 0.00891	< 0.0107	< 0.010	< 0.012	< 0.0098	< 0.0152	0.0186 J	< 0.012	< 0.00816	< 0.0098
LB-4-1.5	1.5	12/13/2022	< 0.043	< 0.66	< 0.76	ND	< 0.0132	< 0.0107	< 0.0112	< 0.0103	< 0.00932	< 0.00891	< 0.0107	< 0.010	0.0149 J	< 0.0098	< 0.0152	< 0.0153	< 0.012	< 0.00816	< 0.0098
LB-4-3.0	3.0	12/13/2022	< 0.043	< 0.66	< 0.76	ND	< 0.0132	< 0.0107	< 0.0112	< 0.0103	< 0.00932	< 0.00891	< 0.0107	< 0.010	< 0.012	< 0.0098	< 0.0152	< 0.0153	< 0.012	< 0.00816	< 0.0098
LB-4-5.0	5.0	12/13/2022	<0.043	< 0.66	< 0.76	ND	< 0.0132	< 0.0107	< 0.0112	< 0.0103	< 0.00932	< 0.00891	< 0.0107	< 0.010	< 0.012	< 0.0098	< 0.0152	0.0223 J	< 0.012	< 0.00816	< 0.0098
LB-5-1.5	1.5	12/13/2022	< 0.043	3.79 x	17.5	ND	< 0.0132	< 0.0107	< 0.0112	< 0.0103	0.0673 J	0.0118 J	< 0.0107	0.0724 J	0.0811 J	0.0565 J	0.0677 J	< 0.0153	0.0797 J	0.0266 J	0.0790 J
LB-6-2.0	2.0	12/13/2022	< 0.043	< 0.66	5.82	ND	< 0.0132	< 0.0107	< 0.0112	< 0.0103	< 0.00932	< 0.00891	< 0.0107	< 0.010	< 0.012	< 0.0098	< 0.0152	< 0.0153	< 0.012	< 0.00816	< 0.0098
LB-6-3.5	3.5	12/13/2022	< 0.043	< 0.66	< 0.76	ND	< 0.0132	< 0.0107	< 0.0112	< 0.0103	< 0.00932	< 0.00891	< 0.0107	< 0.010	< 0.012	< 0.0098	< 0.0152	< 0.0153	< 0.012	< 0.00816	< 0.0098
LB-6-5.0	5.0	12/13/2022	< 0.043	< 0.66	6.38	ND	< 0.0132	< 0.0107	< 0.0112	< 0.0103	< 0.00932	< 0.00891	< 0.0107	< 0.010	< 0.012	< 0.0098	< 0.0152	< 0.0153	< 0.012	< 0.00816	< 0.0098
LB-7-1.5	1.5	12/13/2022	< 0.043	2.51 x	22.4	ND	< 0.0132	< 0.0107	< 0.0112	< 0.0103	< 0.00932	< 0.00891	< 0.0107	< 0.010	0.0168 J	< 0.0098	< 0.0152	0.313 J	< 0.012	< 0.00816	< 0.0098
LB-7-3.0	3.0	12/13/2022	< 0.043	< 0.66	6.32	ND	< 0.0132	< 0.0107	< 0.0112	< 0.0103	< 0.00932	< 0.00891	< 0.0107	< 0.010	< 0.012	< 0.0098	< 0.0152	< 0.0153	< 0.012	< 0.00816	< 0.0098
LB-7-5.0	5.0	12/13/2022	< 0.043	< 0.66	5.74	ND	< 0.0132	< 0.0107	< 0.0112	< 0.0103	< 0.00932	< 0.00891	< 0.0107	< 0.010	< 0.012	< 0.0098	< 0.0152	< 0.0153	< 0.012	< 0.00816	< 0.0098
Screening Criteria (mg/kg)																					
RWQCB Tier 1 ESLs ¹			100	260	100	Various	--	12,000	--	6	7.8	1.9	--	0.69	7.8	0.63	2.2	0.8	1.1	2.8	0.11
RWQCB Residential ESLs - Cancer Risk ¹			--	--	--	Various	--	--	--	--	--	--	--	--	--	1.1	110	39	1.1	11	0.11
RWQCB Residential ESLs - Non-Cancer Hazard ²			430	260	12,000	Various	--	3600	--	2400	--	18000	--	2400	1800	--	--	1300	--	--	18
RWQCB Commercial / Industrial ESLs - Cancer Risk ³			--	--	--	Various	--	--	--	--	--	--	--	--	--	20	2100	160	2.1	210	2.1
RWQCB Commercial / Industrial ESLs - Non-Cancer Hazard ⁴			2,000	1,200	180,000	Various	--	45,000	--	30,000	--	2300000	--	30000	23,000	--	--	16000	--	--	220
Asbestos Toxic Control Measure ⁵			--	--	--	--															

Table 1
Soil Analytical Results for Non-metals
772 Pacific Avenue
San Francisco, California

Sample ID	Sample Depth (feet bgs)	Date Sampled	Indeno (1,2,3-c,d) pyrene	Benzo (g,h,i) perylene	Naphthalene	2-Methylnaphthalene	All Other SVOCs	4,4 - DDE	All Other OCPs	PCBs	Total Cyanides	pH	Asbestos
			mg/kg										%
LB-2-1.5	1.5	12/13/2022	0.0153 J	< 0.0167	0.0299 J	0.013 J	ND	0.000679 J	ND	ND	ND	5.79	ND
LB-2-3.0	3.0	12/13/2022	< 0.0138	< 0.0167	< 0.0106	< 0.0104	ND	< 0.00061	ND	ND	ND	6.72	ND
LB-2-5.0	5.0	12/13/2022	< 0.0138	< 0.0167	< 0.0106	< 0.0104	ND	< 0.00061	ND	ND	ND	6.63	ND
LB-3-1.5	1.5	12/13/2022	< 0.0138	< 0.0167	< 0.0106	< 0.0104	ND	< 0.00061	ND	ND	ND	7.73	ND
LB-3-3.0	3.0	12/13/2022	< 0.0138	< 0.0167	< 0.0106	< 0.0104	ND	< 0.00061	ND	ND	ND	8.65	ND
LB-3-5.0	5.0	12/13/2022	< 0.0138	< 0.0167	< 0.0106	< 0.0104	ND	< 0.00061	ND	ND	ND	8.78	ND
LB-4-1.5	1.5	12/13/2022	< 0.0138	< 0.0167	< 0.0106	< 0.0104	ND	< 0.00061	ND	ND	ND	8.40	ND
LB-4-3.0	3.0	12/13/2022	< 0.0138	< 0.0167	< 0.0106	< 0.0104	ND	< 0.00061	ND	ND	ND	7.72	ND
LB-4-5.0	5.0	12/13/2022	< 0.0138	< 0.0167	< 0.0106	< 0.0104	ND	< 0.00061	ND	ND	ND	7.50	ND
LB-5-1.5	1.5	12/13/2022	0.063 J	0.063 J	0.0262 J	< 0.0104	ND	< 0.00061	ND	ND	ND	8.17	ND
LB-6-2.0	2.0	12/13/2022	< 0.0138	< 0.0167	< 0.0106	< 0.0104	ND	< 0.00061	ND	ND	ND	8.07	ND
LB-6-3.5	3.5	12/13/2022	< 0.0138	< 0.0167	< 0.0106	< 0.0104	ND	< 0.00061	ND	ND	ND	7.50	ND
LB-6-5.0	5.0	12/13/2022	< 0.0138	< 0.0167	< 0.0106	< 0.0104	ND	< 0.00061	ND	ND	ND	7.25	ND
LB-7-1.5	1.5	12/13/2022	< 0.0138	< 0.0167	< 0.0106	< 0.0104	ND	< 0.00061	ND	ND	ND	8.19	ND
LB-7-3.0	3.0	12/13/2022	< 0.0138	< 0.0167	< 0.0106	< 0.0104	ND	< 0.00061	ND	ND	ND	7.40	ND
LB-7-5.0	5.0	12/13/2022	< 0.0138	< 0.0167	< 0.0106	< 0.0104	ND	< 0.00061	ND	ND	ND	7.12	ND
Screening Criteria (mg/kg)													
RWQCB Tier 1 ESLs ¹			0.48	2.5	0.042	0.88	Various	0.33	Various	Various	0.0034	--	--
RWQCB Residential ESLs - Cancer Risk ¹			1.1	--	3.8	--	Various	1.8	Various	Various	--	--	--
RWQCB Residential ESLs - Non-Cancer Hazard ²			--	--	130	240	Various	--	Various	Various	5.5	--	--
RWQCB Commercial / Industrial ESLs - Cancer Risk ³			21	--	17	--	Various	8.3	Various	Various	--	--	--
RWQCB Commercial / Industrial ESLs - Non-Cancer Hazard ⁴			--	--	580	3000	Various	--	Various	Various	250	--	--
Asbestos Toxic Control Measure ⁵							--			--	--	--	0.25

Table 1
Soil Analytical Results for Non-metals
772 Pacific Avenue
San Francisco, California

731764201
March 2024

Abbreviations:

TPHg = Total Petroleum Hydrocarbons as Gasoline

TPHd = Total Petroleum Hydrocarbons as Diesel

TPHmo = Total Petroleum Hydrocarbons as Motor Oil

VOCs = Volatile Organic Carbons

SVOCs = Semi-volatile Organic Carbons

PCBs = Polychlorinated Biphenyls

mg/kg = Milligrams per kilogram

ug/kg = Micrograms per kilograms

ND = Not detected at or above the laboratory reporting limit

" - " = Not analyzed or screening criteria not established

< 0.5 = Analyte was not detected above the laboratory reporting limit (0.5 mg/kg).

J = Indicates a value between the method MDL and PQL and that the reported concentration should be considered as estimated rather than quantitative

x = Used to indicate that a value based on pattern identification is within the pattern range but not typical of the pattern found in standards

ESLs = Environmental Screening Levels

RWQCB = San Francisco Bay Regional Water Quality Control Board

ATCM - Asbestos Toxic Control Measure

Notes:

Underline indicates concentration is at or above Tier 1 ESLs

Bold indicates concentration is above Residential ESLs

Bold indicates concentration is above Commercial ESLs

¹ - San Francisco Bay Regional Water Quality Control Board (RWQCB), Soil: Direct Exposure Human Health Risk Levels (Table S-1) Shallow Soil Tier 1 Environmental Screening Levels, dated January 2019

² - RWQCB, Soil: Direct Exposure Human Health Risk Levels (Table S-1) Shallow Soil Residential Cancer Risk Environmental Screening Levels, dated January 2019

³ - RWQCB, Soil: Direct Exposure Human Health Risk Levels (Table S-1) Shallow Soil Residential Non-Cancer Risk Environmental Screening Levels, dated January 2019

⁴ - RWQCB, Soil: Direct Exposure Human Health Risk Levels (Table S-1) Shallow Soil Commercial / Industrial, Cancer Risk Environmental Screening Levels, dated January 2019

⁵ - RWQCB, Soil: Direct Exposure Human Health Risk Levels (Table S-1) Shallow Soil Commercial / Industrial, Non-Cancer Risk Environmental Screening Levels, dated January 2019

⁶ - Asbestos Toxic Control Measure (ATCM), California Air Resources Board regulatory threshold screening level

Table 2
Soil Analytical Results for Metals
772 Pacific Avenue
San Francisco, California

731764201
March 2024

Sample ID	Sample Depth (feet bgs)	Date Sampled	Antimony	Arsenic	Barium	Beryllium	Cadmium	Chromium	STLC Chromium	Cobalt	Copper	Lead	STLC Lead	TCLP Lead	Molybdenum	Mercury	STLC Mercury	Nickel	Selenium	Silver	Thallium	Vanadium	Zinc
Units				mg/kg					mg/L	mg/kg			mg/L		mg/kg		mg/L	mg/kg					
LB-2-1.5	1.5	12/13/2022	2.40	7.98	195	0.224 J	0.312 J	64.1	0.702	3.31	104	598	0.987	< 0.050	0.644 J	7.6	< 0.020	23.3	1.56	0.696	< 0.34	35.7	178
LB-2-3.0	3.0	12/13/2022	0.806 J	8.44	124	0.352 J	0.772 J	57.3	1.71	17.0	44.2	113	1.86	--	0.493 J	3.9	< 0.020	34.6	2.23	0.587	< 0.34	41.9	516
LB-2-5.0	5.0	12/13/2022	< 0.12	3.18	76.7	0.275 J	< 0.084	97.0	0.878	8.66	10.9	4.16	--	--	0.196 J	0.14 J	--	45.6	1.91	0.182 J	< 0.34	63.8	143
LB-3-1.5	1.5	12/13/2022	0.149 J	3.31	73.1	0.349 J	0.114 J	69.4	1.51	11.6	13.7	40.2	--	--	0.255 J	0.34 J	--	40.7	2.20	<0.098	< 0.34	54.7	85.5
LB-3-3.0	3.0	12/13/2022	< 0.12	2.92	62.6	0.305 J	< 0.084	72.6	0.387	8.95	10.6	20.9	--	--	0.180 J	< 0.083	--	40.1	1.73	< 0.098	< 0.34	49.3	52.3
LB-3-5.0	5.0	12/13/2022	< 0.12	3.01	75.2	0.329 J	0.0940 J	82.2	0.234	13.1	9.63	4.87	--	--	0.152 J	< 0.083	--	61.2	2.06	< 0.098	< 0.34	58.5	40.0
LB-4-1.5	1.5	12/13/2022	< 0.12	2.61	65.2	0.298 J	< 0.084	72.5	0.462	6.29	7.28	3.25	--	--	< 0.13	< 0.083	--	36.3	2.04	< 0.098	< 0.34	50.2	26.7
LB-4-3.0	3.0	12/13/2022	< 0.12	3.47	90.1	0.340 J	< 0.084	86.8	< 0.010	10.5	9.32	3.71	--	--	0.157 J	< 0.083	--	53.5	2.39	< 0.098	< 0.34	60.4	29.4
LB-4-5.0	5.0	12/13/2022	< 0.12	2.93	57.8	0.289 J	< 0.084	71.5	< 0.010	12.8	7.95	4.85	--	--	0.135 J	< 0.083	--	50.7	1.90	< 0.098	< 0.34	51.3	27.6
LB-5-1.5	1.5	12/13/2022	2.43	4.14	107	0.281 J	0.224 J	44.3	--	9.18	15.8	473	18.5	< 0.20	0.331 J	13.0	< 0.020	23.3	1.57	0.104 J	< 0.34	38.1	182
LB-6-2.0	2.0	12/13/2022	< 0.12	4.14	121	0.395 J	< 0.084	89.7	< 0.010	11.5	10.5	5.81	--	--	0.197 J	< 0.083	--	51.7	2.55	< 0.098	< 0.34	61.4	28.5
LB-6-3.5	3.5	12/13/2022	< 0.12	3.71	50.7	0.246 J	< 0.084	103	< 0.010	6.20	6.80	2.45	--	--	< 0.13	< 0.083	--	56.1	1.91	< 0.098	< 0.34	59.5	23.9
LB-6-5.0	5.0	12/13/2022	< 0.12	3.61	35.4	0.235 J	< 0.084	96.2	0.438	6.61	7.22	3.11	--	--	< 0.13	< 0.083	--	54.0	1.73	< 0.098	< 0.34	56.6	24.0
LB-7-1.5	1.5	12/13/2022	0.534 J	3.64	576	0.294 J	0.0960 J	49.2	--	8.85	141	846	72.7	0.873	0.320 J	0.99	--	20.9	1.72	1.70	< 0.34	32.9	204
LB-7-3.0	3.0	12/13/2022	< 0.12	3.25	70.6	0.399 J	< 0.084	75.5	< 0.010	4.35	10.1	6.21	--	--	0.262 J	< 0.083	--	22.1	2.24	< 0.098	< 0.34	50.8	20.5
LB-7-5.0	5.0	12/13/2022	< 0.12	3.13	98.6	0.345 J	< 0.084	84.5	< 0.010	8.05	7.97	10.9	--	--	< 0.13	< 0.083	--	42.5	1.90	< 0.098	< 0.34	56.3	26.0
Screening Criteria																							
RWQCB Tier 1 ESLs ¹			11	0.067	390	5	1.9	160	--	23	180	32	--	--	6.9	13	--	86	2	250	0.78	18	340
RWQCB Residential ESLs - Cancer Risk ²			--	0.067	--	1600	910	--	--	420	--	82	--	--	--	--	--	15,000	--	--	--	--	--
RWQCB Residential ESLs - Non-Cancer Hazard ³			11	0.26	15,000	16	78	--	--	23	3,100	80	--	--	390	13	--	820	390	390	0.78	390	23000
RWQCB Commercial / Industrial ESLs - Cancer Risk ⁴			--	0.31	--	6900	4000	--	--	1900	--	380	--	--	--	--	--	64000	--	--	--	--	--
RWQCB Commercial / Industrial ESLs - Non-Cancer Hazard ⁵			160	3.6	220,000	230	1,100	--	--	350	47,000	320	--	--	5,800	190	--	11000	5800	5800	12	5,800	350000
CAEPA Total Threshold Limit Concentration (TTLC)			500	500	10,000	75	100	2,500	--	8000	2500	1000	--	--	3500	20	--	2000	100	500	700	2400	5000
California Soluble Limit Concentration (STLC)			15	--	--	1	1	--	5	--	--	--	5	5	350	0.2	0.2	--	1	--	7	--	--
Federal Toxicity Characteristic Leaching Procedure (TCLP)			--	--	--	--	1	--	5	--	--	--	5	5	--	0.2	--	--	1	--	--	--	--
Background Metal Concentrations ⁶			1.5-7.1	1.2-31	41-411	0.29-1.1	0.27-3.3	10-142	--	6.2-25.5	5.4-100	4.8-65	--	--	0.33-11.4	0.07-0.6	--	16-144	< 0.25-7	0.2-2.2	< 0.25-42.5	22-90	33-282

Abbreviations:
mg/kg = miligrams per kilogram
mg/L = miligrams per liter
ND = Not detected at or above the laboratory reporting limit
" -- " = Not analyzed or screening criteria not established
64.1 - Concentration is greater than 10 times the STLC
18.5 - Concentration exceeds hazardous waste threshold
< 0.5 = Analyte was not detected above the laboratory reporting limit (0.5 mg/kg).
J = Indicates a value between the method MDL and PQL and that the reported concentration should be considered as estimated rather than quantitative
ESLs = Environmental Screening Levels
RWQCB = San Francisco Bay Regional Water Quality Control Board
TTLC = Total Threshold Limit Concentration
STLC = Soluble Threshold Limit Concentration
TCLP - Toxicity Characteristic Leaching Procedure

Notes:
Underline indicates concentration is at or above Tier 1 ESLs
Bold indicates concentration is above Residential ESLs
Bold indicates concentration is above Commercial ESLs or Hazardous Waste Criteria
Highlight indicates concentration is above Background Metal Concentrations

¹ - San Francisco Bay Regional Water Quality Control Board (RWQCB), Soil: Direct Exposure Human Health Risk Levels (Table S-1) Shallow Soil Tier 1 Environmental Screening Levels, dated January 2019
² - RWQCB, Soil: Direct Exposure Human Health Risk Levels (Table S-1) Shallow Soil Residential Cancer Risk Environmental Screening Levels, dated January 2019
³ - RWQCB, Soil: Direct Exposure Human Health Risk Levels (Table S-1) Shallow Soil Residential Non-Cancer Risk Environmental Screening Levels, dated January 2019
⁴ - RWQCB, Soil: Direct Exposure Human Health Risk Levels (Table S-1) Shallow Soil Commercial / Industrial, Cancer Risk Environmental Screening Levels, dated January 2019
⁵ - RWQCB, Soil: Direct Exposure Human Health Risk Levels (Table S-1) Shallow Soil Commercial / Industrial, Non-Cancer Risk Environmental Screening Levels, dated January 2019
⁶ - Environmental Resources Management. Feasibility Study, Hookston Station, Pleasant Hill, California. Appensix A, Table A-1, "Comparison of Background Concentrations of Metals in Bay Area Soils," July 2006.



Table 3
Soil Vapor Analytical Results
772 Pacific Avenue
San Francisco, California

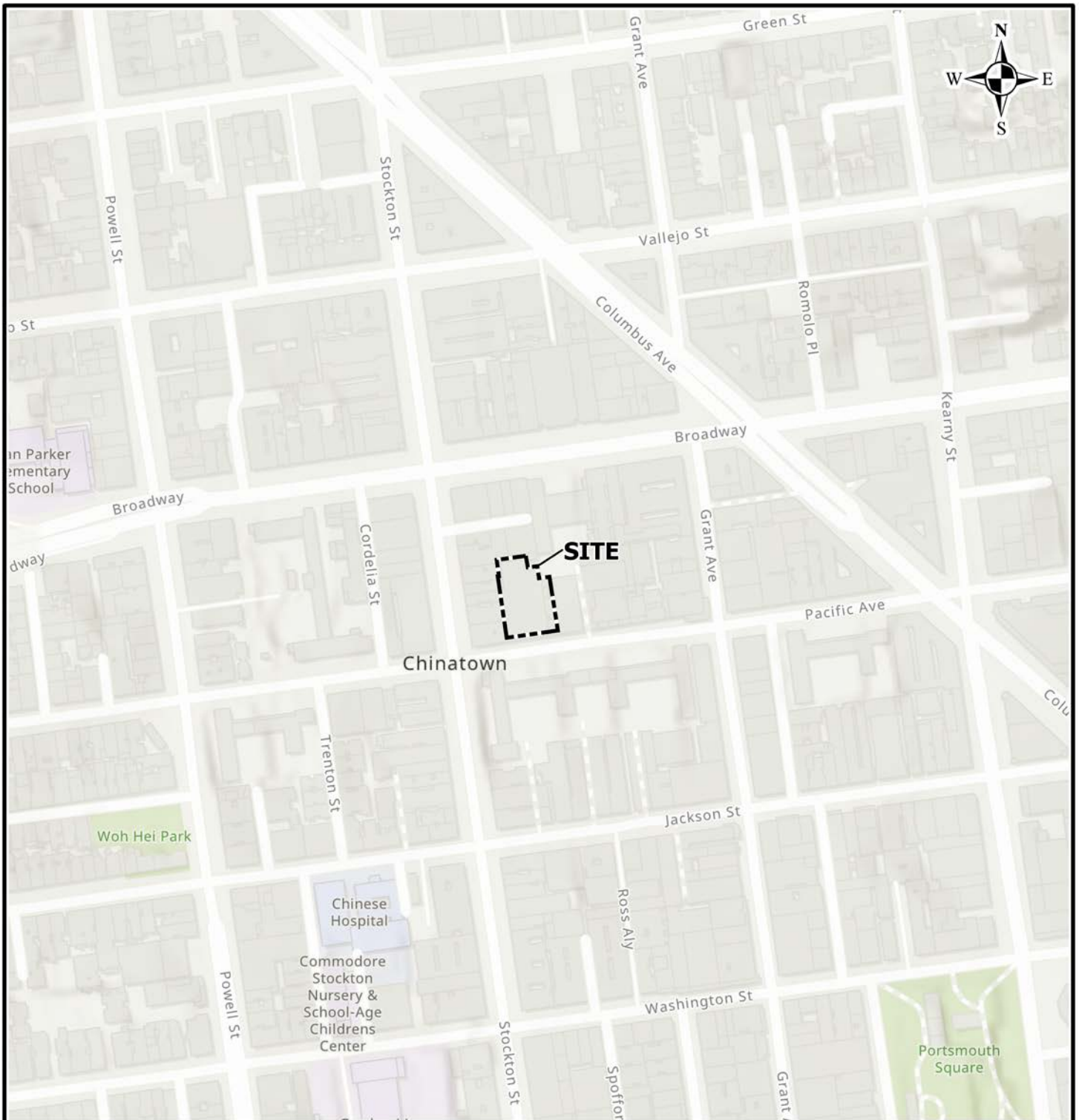
Sample ID	Sample Depth (feet bgs)	Date Sampled	Acetone	Benzene	2-Butanone (MEK)	Chloroform	Chloro- methane	Dichlorodi- fluoro- methane	2- Hexanone	MIBK	Naphthale ne	Styrene	PCE	Toluene	Trichloro- fluoro- methane	1,2,4- Trimethyl- benzene	Xylene (m+p)	Xylene (o)	All Other VOCs	Oxygen	Carbon Dioxide	Helium
Units			µg/m ³																	%v		
LB-3-SV	NA	12/13/2022	< 60	3.2	< 15	< 2.5	2.2	< 2.5	< 2.1	< 2.1	< 2.7	< 2.2	< 3.5	< 1.9	< 2.9	< 2.5	< 4.4	< 2.2	ND	25	0.033	ND
LB-4-SV	NA	12/13/2022	110	4.0	23	24	< 1.0	17	6.0	2.3	< 2.7	< 2.2	27	3.6	31	< 2.5	< 4.4	< 2.2	ND	16	0.90	ND
LB-5-SV	NA	12/13/2022	110	2.1	34	13	< 1.0	< 2.5	6.4	6.3	< 2.7	< 2.2	5.0	2.6	3.4	3.7	< 4.4	< 2.2	ND	16	1.1	ND
LB-7-SV	NA	12/14/2022	< 60	4.5	< 15	< 2.5	< 1.0	< 2.5	7.5	3.1	39	2.8	10	10	< 2.9	5.5	7.0	3.1	10	18	0.0044	ND
Screening Criteria (ug/m ³)																						
RWQCB Residential ESLs - Cancer Risk ¹			--	3.2	--	4.1	--	--	--	--	2.8	--	15	--	--	--	--	--	Various	--	--	--
RWQCB Residential ESLs - Non-Cancer Hazard ²			1,100,000	100	170,000	3,400	3,100	--	--	100,000	100	31,000	1,400	10,000	--	--	3,500	3,500	Various	--	--	--
RWQCB Commercial / Industrial ESLs - Cancer Risk ³			--	14	--	18	--	--	--	--	12	--	67	--	--	--	--	--	Various	--	--	--
RWQCB Commercial / Industrial ESLs - Non-Cancer Hazard ⁴			4,500,000	440	730,000	14,000	13,000	--	--	440,000	440	130,000	5,800	44,000	--	--	15,000	15,000	Various	--	--	--

Notes:
bgs - below grade surface
MIBK = Methyl isobutyl ketone
MEK = 2-Butanone
PCE - Tetrachloroethene
TCE- Trichloroethene
TPHg = Total Petroleum Hydrocarbons as Gasoline
VOCs = Volatile organic compounds
µg/m³- Micrograms per cubic meter
%v - Percent by volume
< 5.3 - Analyte was not detected above the laboratory reporting limit (5.3 µg/m³)
-- Not analyzed , or screening criteria not established
ND - Analyte Not Detected
RWQCB = San Francisco Bay Regional Water Quality Control Board

Notes:
Bold indicates concentration is at or above Residential ESLs
Bold indicates concentration is at or above Commercial ESLs
¹ - RWQCB, Subslab/Soil Gas Vapor Intrusion: Human Health Risk Levels (Table SG-1) Residential Cancer Risk Environmental Screening Levels, dated January 2019
² - RWQCB, Subslab/Soil Gas Vapor Intrusion: Human Health Risk Levels (Table SG-1) Residential Non-Cancer Risk Environmental Screening Levels, dated January 2019
³ - RWQCB, Subslab/Soil Gas Vapor Intrusion: Human Health Risk Levels (Table SG-1) Commercial / Industrial, Cancer Risk Environmental Screening Levels, dated January 2019
⁴ - RWQCB, Subslab/Soil Gas Vapor Intrusion: Human Health Risk Levels (Table SG-1) Commercial / Industrial, Non-Cancer Risk Environmental Screening Levels, dated January 2019



FIGURES



Legend

 Approximate Site Boundary

Notes:

1. Topographic basemap is provided through Langan's Esri ArcGIS software licensing and ArcGIS online Copyright: © 2019 National Geographic Society, i-cubed.
2. Site located in the San Francisco North USGS Quadrangle.
3. All features shown are approximate.



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Project

**772 & 758 PACIFIC
AVENUE**

SAN FRANCISCO

SAN FRANCISCO COUNTY

CALIFORNIA

Figure Title

**SITE
LOCATION MAP**

Project No.

731764201

Date

3/25/2024

Scale

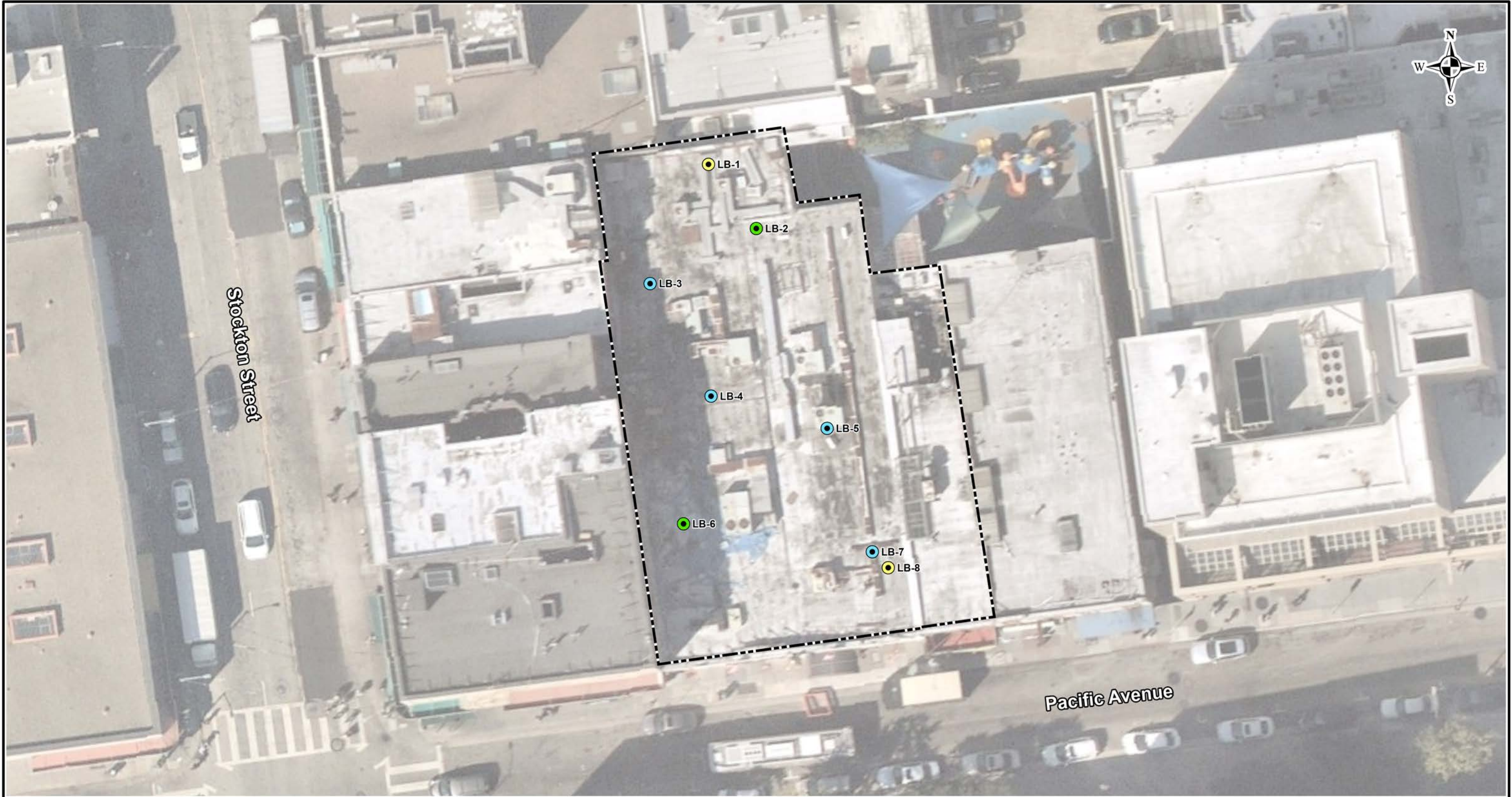
1" = 250'

Drawn By

AC

Figure

1



Legend

- Approximate Location of Geotechnical CPT Boring
- Approximate Location of Geotechnical DPT Boring and Environmental Soil Sample
- Approximate Location of Environmental Soil and Soil Vapor Sample
- Approximate Site Boundary

Notes:

1. Aerial imagery provided by Nearmap, 9/16/2022.
2. All features shown are approximate.

250

0

250

SCALE IN FEET

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Project

772 & 758 PACIFIC AVENUE

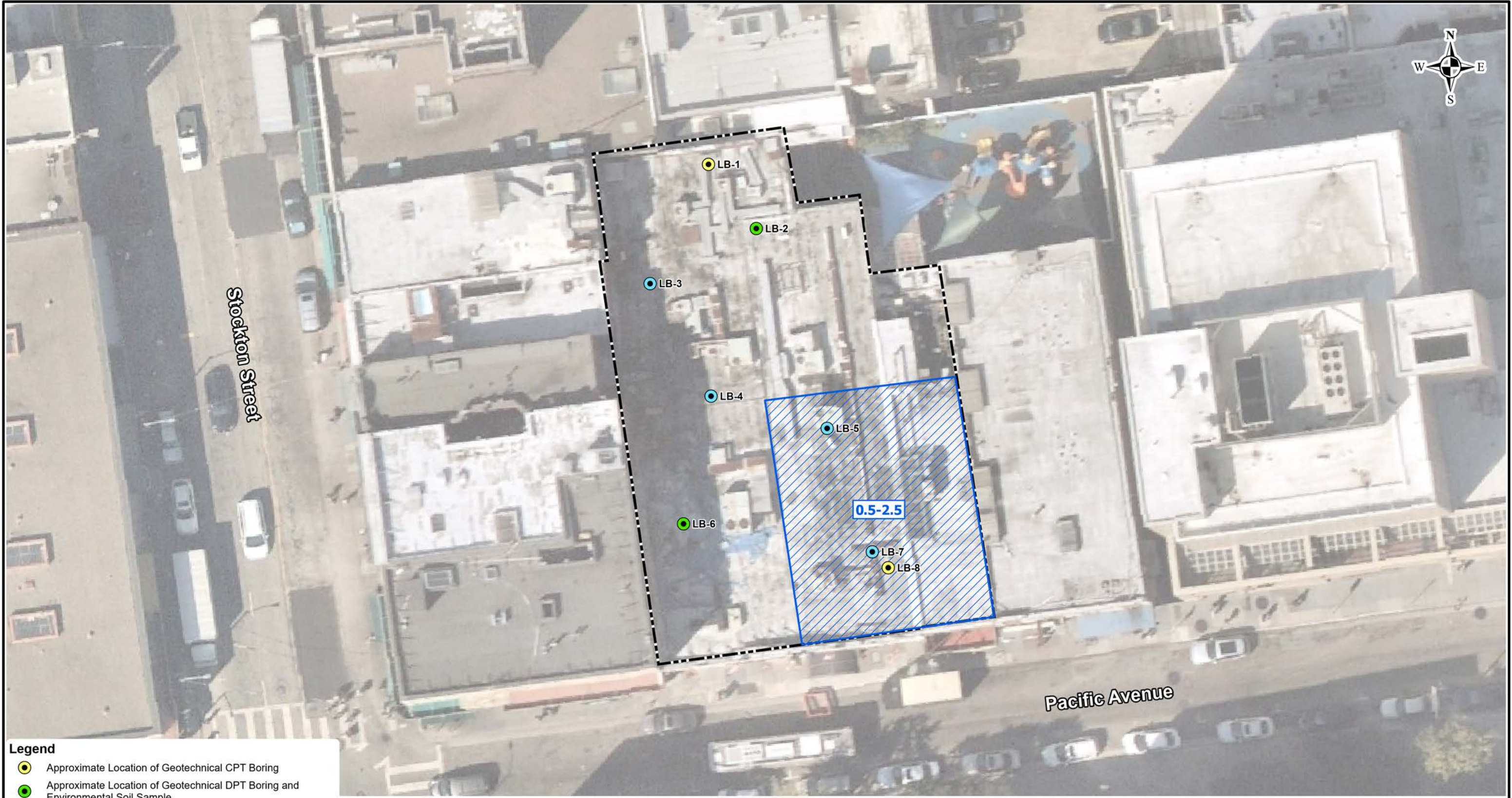
SAN FRANCISCO

SAN FRANCISCO COUNTY CALIFORNIA

Figure Title

SITE PLAN

Project No.	731764201	2
Date	3/25/2024	
Scale	1" = 25'	
Drawn By	AC	



- Legend**
- Approximate Location of Geotechnical CPT Boring
 - Approximate Location of Geotechnical DPT Boring and Environmental Soil Sample
 - Approximate Location of Environmental Soil and Soil Vapor Sample
 - Approximate location of Don Hillebrandt Associates boring, November 1980
 - - - Approximate Site Boundary
 - ▨ Approximate Area with Soil Concentrations Exceeding State of California Class I Non-RCRA Hazardous Waste Thresholds
 - 0.5-2.5 Approximate Depth (feet bgs) of Material Exceeding State of California Class I non-RCRA Hazardous Waste Thresholds

Notes:
1. Aerial imagery provided by Nearmap, 9/16/2022.
2. All features shown are approximate.
3. feet bgs = feet below ground surface



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772 & 758 PACIFIC AVENUE

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Figure Title

SITE PLAN WITH HAZARDOUS WASTE DELINEATION

Project No.	731764201	Figure 3
Date	3/25/2024	
Scale	1" = 25'	
Drawn By	AC	

APPENDIX A
EXPLORATORY BORING LOGS

PROJECT:

772 PACIFIC AVENUE
San Francisco, California

Log of Boring LB-2

PAGE 1 OF 1

Boring location: See Site Plan, Figure 2

Logged by: D. Cohen-Kaplan
Drilled By: Langan Engineering

Date started: 12/13/22

Date finished: 12/13/22

Drilling method: Hand Auger

Hammer weight/drop: NA

Hammer type: NA

Sampler: Hand Auger

DEPTH (feet)	SAMPLES				OVM (ppm)	LITHOLOGY	MATERIAL DESCRIPTION
	Sample Number	Sample	Blow Count	Recovery (Inches)			
1	LB-2-1.5	●			0.0	CL	CLAY with SILT and SAND (CL) brown-tan, very soft, saturated, very plastic [FILL] weak organic odor, glass and brick noted
2					0.2		
3	LB-2-3.0	●			0.1		
4					0.0	CL	SANDY CLAY (CL) reddish-brown, stiff, moist to wet, plastic, no odor
5	LB-2-5.0	●			0.0		
6							
7							
8							
9							
10							

End of boring at 5 feet below ground surface.
Boring backfilled with soil cuttings.
Groundwater not observed.

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Project No.: 731764201

Figure:

A-1

TEST ENVIRONMENTAL INCHES 731764201_772 PACIFIC AVE ENV.GPJ TEMPLATE_CA-MODIFIED - COPY.GDT 1/3/23

PROJECT:

772 PACIFIC AVENUE
San Francisco, California

Log of Boring LB-3

PAGE 1 OF 1

Boring location: See Site Plan, Figure 2

Date started: 12/13/22

Date finished: 12/13/22

Logged by:
Drilled By:D. Cohen-Kaplan
Langan Engineering

Drilling method: Hand Auger

Hammer weight/drop: NA

Hammer type: NA

Sampler: Hand Auger

DEPTH (feet)	SAMPLES				OVM (ppm)	LITHOLOGY	MATERIAL DESCRIPTION
	Sample Number	Sample	Blow Count	Recovery (Inches)			
1	LB-3-1.5	●			0.1	CL	CLAY with SILT and SAND (CL) gray, brown, very soft, saturated, plastic, weak organic odor [FILL]
2					0.1		
3	LB-3-3.0	●			0.1	CL	SANDY CLAY (CL) reddish-brown, soft to medium stiff, wet, plastic, weak organic odor [COLMA]
4					0.1		
5	LB-3-5.0	●			0.1		
6							
7							
8							
9							
10							

End of boring at 5 feet below ground surface.
Boring backfilled with soil cuttings.
Groundwater not observed.

LANGANProject No.:
731764201

Figure:

A-2

TEST ENVIRONMENTAL INCHES 731764201_772 PACIFIC AVE ENV.GPJ TEMPLATE_CA-MODIFIED - COPY.GDT 1/3/23

PROJECT:

772 PACIFIC AVENUE
San Francisco, California

Log of Boring LB-4

PAGE 1 OF 1

Boring location: See Site Plan, Figure 2

Logged by: D. Cohen-Kaplan
Drilled By: Langan Engineering

Date started: 12/13/22

Date finished: 12/13/22

Drilling method: Hand Auger

Hammer weight/drop: NA

Hammer type: NA

Sampler: Hand Auger

DEPTH (feet)	SAMPLES				OVM (ppm)	LITHOLOGY	MATERIAL DESCRIPTION
	Sample Number	Sample	Blow Count	Recovery (Inches)			
1	LB-4-1.5	●			0.0		SANDY CLAY (CL) reddish-brown, stiff, moist, plastic, no odor [COLMA]
2					0.0		
3	LB-4-3.0	●			0.0	CL	
4					0.0		
5	LB-4-5.0	●			0.0		
6							
7							
8							
9							
10							

End of boring at 5 feet below ground surface.
Boring backfilled with soil cuttings.
Groundwater not observed.

LANGANProject No.:
731764201

Figure:

A-3

TEST ENVIRONMENTAL INCHES 731764201_772 PACIFIC AVE ENV.GPJ TEMPLATE_CA-MODIFIED - COPY.GDT 1/3/23

PROJECT:

772 PACIFIC AVENUE
San Francisco, California

Log of Boring LB-5

PAGE 1 OF 1

Boring location: See Site Plan, Figure 2

Date started: 12/13/22

Date finished: 12/13/22

Logged by:
Drilled By:D. Cohen-Kaplan
Langan Engineering

Drilling method: Hand Auger

Hammer weight/drop: NA

Hammer type: NA

Sampler: Hand Auger

DEPTH (feet)	SAMPLES				OVM (ppm)	LITHOLOGY	MATERIAL DESCRIPTION
	Sample Number	Sample	Blow Count	Recovery (Inches)			
1	LB-5-1.5				0.2	CL	SANDY CLAY with GRAVEL (CL) brown, reddish-brown, very stiff, moist, plastic
2					0.2		Refusal encountered at 2 feet
3							
4							
5							
6							
7							
8							
9							
10							

End of boring at 2 feet below ground surface.
Boring backfilled with soil cuttings.
Groundwater not observed.

LANGANProject No.:
731764201

Figure:

A-4

TEST ENVIRONMENTAL INCHES 731764201_772 PACIFIC AVE ENV.GPJ TEMPLATE_CA-MODIFIED - COPY.GDT 1/3/23

PROJECT:

772 PACIFIC AVENUE
San Francisco, California

Log of Boring LB-6

PAGE 1 OF 1

Boring location: See Site Plan, Figure 2

Date started: 12/13/22

Date finished: 12/13/22

Logged by:
Drilled By:D. Cohen-Kaplan
Langan Engineering

Drilling method: Hand Auger

Hammer weight/drop: NA

Hammer type: NA

Sampler: Hand Auger

DEPTH (feet)	SAMPLES				OVM (ppm)	LITHOLOGY	MATERIAL DESCRIPTION
	Sample Number	Sample	Blow Count	Recovery (Inches)			
1	LB-6-1.5	●			0.0	CL	SANDY CLAY (CL) reddish-brown, stiff, moist, plastic, no odor [COLMA]
2					0.0		
3	LB-6-3.0	●			0.0		
4					0.0		
5	LB-6-5.0	●			0.0		
6							
7							
8							
9							
10							

End of boring at 5 feet below ground surface.
Boring backfilled with soil cuttings.
Groundwater not observed.**LANGAN**

Project No.:

731764201

Figure:

A-5

TEST ENVIRONMENTAL INCHES 731764201_772 PACIFIC AVE ENV.GPJ TEMPLATE_CA-MODIFIED - COPY.GDT 1/3/23

PROJECT:

772 PACIFIC AVENUE
San Francisco, California

Log of Boring LB-7

PAGE 1 OF 1

Boring location: See Site Plan, Figure 2

Logged by: D. Cohen-Kaplan
Drilled By: Langan Engineering

Date started: 12/13/22

Date finished: 12/13/22

Drilling method: Hand Auger

Hammer weight/drop: NA

Hammer type: NA

Sampler: Hand Auger

DEPTH (feet)	SAMPLES				OVM (ppm)	LITHOLOGY	MATERIAL DESCRIPTION
	Sample Number	Sample	Blow Count	Recovery (Inches)			
1	LB-7-1.5	●			0.1	CL	SANDY CLAY (CL) black, dark brown, soft, moist, slightly plastic, no odor [FILL] pieces of glass, brick, porcelain noted
2					0.2		
3	LB-7-3.0	●			0.1		SANDY CLAY (CL) reddish brown, orange and gray mottling, stiff, moist, plastic, no odor [COLMA]
4					0.0	CL	lighter in color at 4 feet
5	LB-7-5.0	●			0.0		
6							
7							
8							
9							
10							

End of boring at 5 feet below ground surface.
Boring backfilled with soil cuttings.
Groundwater not observed.

LANGAN

Project No.: 731764201

Figure:

A-6

TEST ENVIRONMENTAL INCHES 731764201_772 PACIFIC AVE ENV.GPJ TEMPLATE_CA-MODIFIED - COPY.GDT 1/3/23

UNIFIED SOIL CLASSIFICATION SYSTEM		
Major Divisions	Symbols	Typical Names
Coarse-Grained Soils (more than half of soil > no. 200 sieve size)	GW	Well-graded gravels or gravel-sand mixtures, little or no fines
	GP	Poorly-graded gravels or gravel-sand mixtures, little or no fines
	GM	Silty gravels, gravel-sand-silt mixtures
	GC	Clayey gravels, gravel-sand-clay mixtures
	SW	Well-graded sands or gravelly sands, little or no fines
	SP	Poorly-graded sands or gravelly sands, little or no fines
	SM	Silty sands, sand-silt mixtures
	SC	Clayey sands, sand-clay mixtures
Fine -Grained Soils (more than half of soil < no. 200 sieve size)	Silts and Clays LL = < 50	ML Inorganic silts and clayey silts of low plasticity, sandy silts, gravelly silts
		CL Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, lean clays
		OL Organic silts and organic silt-clays of low plasticity
	Silts and Clays LL = > 50	MH Inorganic silts of high plasticity
		CH Inorganic clays of high plasticity, fat clays
		OH Organic silts and clays of high plasticity
Highly Organic Soils	PT	Peat and other highly organic soils

SAMPLE DESIGNATIONS/SYMBOLS

GRAIN SIZE CHART		
Classification	Range of Grain Sizes	
	U.S. Standard Sieve Size	Grain Size in Millimeters
Boulders	Above 12"	Above 305
Cobbles	12" to 3"	305 to 76.2
Gravel coarse fine	3" to No. 4	76.2 to 4.76
	3" to 3/4" 3/4" to No. 4	76.2 to 19.1 19.1 to 4.76
Sand coarse medium fine	No. 4 to No. 200	4.76 to 0.075
	No. 4 to No. 10	4.76 to 2.00
	No. 10 to No. 40 No. 40 to No. 200	2.00 to 0.420 0.420 to 0.075
Silt and Clay	Below No. 200	Below 0.075

▽ Unstabilized groundwater level

▼ Stabilized groundwater level

PP = Pocket Penetrometer

TV = Torvane

	Sample taken with Sprague & Henwood split-barrel sampler with a 3.0-inch outside diameter and a 2.43-inch inside diameter. Darkened area indicates soil recovered
	Classification sample taken with Standard Penetration Test sampler
	Undisturbed sample taken with thin-walled tube
	Disturbed sample
	Sampling attempted with no recovery
	Core sample
	Analytical laboratory sample
	Sample taken with Direct Push or Drive sampler
	Sonic

SAMPLER TYPE

C Core barrel

CA California split-barrel sampler with 2.5-inch outside diameter and a 1.93-inch inside diameter

D&M Dames & Moore piston sampler using 2.5-inch outside diameter, thin-walled tube

O Osterberg piston sampler using 3.0-inch outside diameter, thin-walled Shelby tube

PT Pitcher tube sampler using 3.0-inch outside diameter, thin-walled Shelby tube

S&H Sprague & Henwood split-barrel sampler with a 3.0-inch outside diameter and a 2.43-inch inside diameter

SPT Standard Penetration Test (SPT) split-barrel sampler with a 2.0-inch outside diameter and a 1.38- or 1.5-inch inside diameter - see report text

ST Shelby Tube (3.0-inch outside diameter, thin-walled tube) advanced with hydraulic pressure

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Project

772 PACIFIC AVENUE

SAN FRANCISCO

SAN FRANCISCO COUNTY CALIFORNIA

Figure Title

SOIL CLASSIFICATION CHART

Project No.
731764201

Date
12/27/2022

Drawn By
AG

Checked By
DCK

Figure

A-7

APPENDIX B
LABORATORY ANALYTICAL REPORTS



McC Campbell Analytical, Inc.

"When Quality Counts"

Analytical Report

WorkOrder: 2212C27

Report Created for: Langan

135 Main St, Suite 1500
San Francisco, CA 94105

Project Contact: Peter Cusack

Project P.O.:

Project: 731764201; 772 Pacific St.

Project Received: 12/15/2022

Analytical Report reviewed & approved for release on 12/23/2022 by:

Christine Askari
Project Manager

The report shall not be reproduced except in full, without the written approval of the laboratory. The analytical results relate only to the items tested. Results reported conform to the most current NELAP standards, where applicable, unless otherwise stated in a case narrative.





Glossary of Terms & Qualifier Definitions

Client: Langan

WorkOrder: 2212C27

Project: 731764201; 772 Pacific St.

Glossary Abbreviation

%D	Serial Dilution Percent Difference
95% Interval	95% Confident Interval
CPT	Consumer Product Testing not NELAP Accredited
DF	Dilution Factor
DI WET	(DISTLC) Waste Extraction Test using DI water
DISS	Dissolved (direct analysis of 0.45 µm filtered and acidified water sample)
DLT	Dilution Test (Serial Dilution)
DUP	Duplicate
EDL	Estimated Detection Limit
ERS	External reference sample. Second source calibration verification.
ITEF	International Toxicity Equivalence Factor
LCS	Laboratory Control Sample
LQL	Lowest Quantitation Level
MB	Method Blank
MB % Rec	% Recovery of Surrogate in Method Blank, if applicable
MDL	MDL is the minimum measured concentration of a substance that can be reported with 99% confidence that the measured concentration is distinguishable from method blank results. Definition and Procedure for the Determination of the Method Detection Limit, Revision 2, 40CFR, Part 136, Appendix B, EPA 821-R-16-006, December 2016.
ML	Minimum Level of Quantitation
MS	Matrix Spike
MSD	Matrix Spike Duplicate
NA	Not Applicable
ND	Not detected at or above the indicated MDL or RL
NR	Data Not Reported due to matrix interference or insufficient sample amount.
PDS	Post Digestion Spike
PDSD	Post Digestion Spike Duplicate
PF	Prep Factor
RD	Relative Difference
RL	Reporting limit is the lowest level that can be reliably determined within specified limits of precision and accuracy during routine laboratory operating conditions. (The RL cannot be lower than the lowest calibration standard used in the initial calibration of the instrument and must be greater than the MDL.)
RPD	Relative Percent Deviation
RRT	Relative Retention Time
SPK Val	Spike Value
SPKRef Val	Spike Reference Value
SPLP	Synthetic Precipitation Leachate Procedure
ST	Sorbent Tube
TCLP	Toxicity Characteristic Leachate Procedure
TEQ	Toxicity Equivalents
TZA	TimeZone Net Adjustment for sample collected outside of MAI's UTC.
WET (STLC)	Waste Extraction Test (Soluble Threshold Limit Concentration)



Glossary of Terms & Qualifier Definitions

Client: Langan

WorkOrder: 2212C27

Project: 731764201; 772 Pacific St.

Analytical Qualifiers

S Surrogate recovery outside accepted recovery limits.
c2 Surrogate recovery outside of the control limits due to suspected matrix interference.
c9 Internal standard is out of acceptance criteria due to matrix interference therefore values are estimated

Quality Control Qualifiers

F2 LCS/LCSD recovery and/or RPD/RSD is out of acceptance criteria.



Summary of Sample Pressure Report

Lab ID	Canister ID	Lab Prep Vacuum (psia)	Field Initial Vacuum (inHg)	Field Final Vacuum (inHg)	Lab Received Vacuum (psia)	Lab Received Vacuum (inHg)	Lab Final Vacuum / Pressure (psia)
2212C27-001A	6630	N/A	-25	-4	12.09	-5.31	24.26
2212C27-002A	A11725	N/A	-26	-5	13.22	-3.01	26.47
2212C27-003A	A11715	N/A	-28	-5	13.3	-2.85	26.32
2212C27-004A	8410	N/A	-27	-4	13.16	-3.14	26.32



Analytical Report

Client: Langan
Date Received: 12/15/2022 15:50
Date Prepared: 12/20/2022
Project: 731764201; 772 Pacific St.

WorkOrder: 2212C27
Extraction Method: ASTM D 1946-90
Analytical Method: ASTM D 1946-90
Unit: %

Atmospheric Gases

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
LB-3-SV	2212C27-001A	Soil Gas	12/13/2022 00:55	GC51 2022-12-20 15-1	260790

Initial Pressure (psia)	Final Pressure (psia)	Analyst(s)
12.09	24.26	JEM

Analytes	Result	RL	DF	Date Analyzed
Oxygen	25	0.40	1	12/20/2022 15:18

LB-4-SV	2212C27-002A	Soil Gas	12/13/2022 00:28	GC51 2022-12-20 16-0	260790

Initial Pressure (psia)	Final Pressure (psia)	Analyst(s)
13.22	26.47	JEM

Analytes	Result	RL	DF	Date Analyzed
Oxygen	16	0.40	1	12/20/2022 16:03

LB-5-SV	2212C27-003A	Soil Gas	12/13/2022	GC51 2022-12-20 16-2	260790

Initial Pressure (psia)	Final Pressure (psia)	Analyst(s)
13.30	26.65	JEM

Analytes	Result	RL	DF	Date Analyzed
Oxygen	16	0.40	1	12/20/2022 16:25



Analytical Report

Client: Langan
Date Received: 12/15/2022 15:50
Date Prepared: 12/20/2022
Project: 731764201; 772 Pacific St.

WorkOrder: 2212C27
Extraction Method: ASTM D 1946-90
Analytical Method: ASTM D 1946-90
Unit: %

Atmospheric Gases

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
LB-7-SV	2212C27-004A	Soil Gas	12/14/2022 01:40	GC51 2022-12-20 16-4	260790

Initial Pressure (psia)	Final Pressure (psia)	Analyst(s)
13.16	26.32	JEM

Analytes	Result	RL	DF	Date Analyzed
Oxygen	18	0.40	1	12/20/2022 16:47



Analytical Report

Client: Langan
Date Received: 12/15/2022 15:50
Date Prepared: 12/20/2022
Project: 731764201; 772 Pacific St.

WorkOrder: 2212C27
Extraction Method: ASTM D 1946-90
Analytical Method: ASTM D 1946-90
Unit: %

Helium

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
LB-3-SV	2212C27-001A	Soil Gas	12/13/2022 00:55	GC51 2022-12-20 15-1	260797

Initial Pressure (psia)	Final Pressure (psia)	Analyst(s)
12.09	24.26	JEM

Analytes	Result	RL	DF	Date Analyzed
Helium	ND	0.050	1	12/20/2022 15:18

LB-4-SV	2212C27-002A	Soil Gas	12/13/2022 00:28	GC51 2022-12-20 16-0	260797

Initial Pressure (psia)	Final Pressure (psia)	Analyst(s)
13.22	26.47	JEM

Analytes	Result	RL	DF	Date Analyzed
Helium	ND	0.050	1	12/20/2022 16:03

LB-5-SV	2212C27-003A	Soil Gas	12/13/2022	GC51 2022-12-20 16-2	260797

Initial Pressure (psia)	Final Pressure (psia)	Analyst(s)
13.30	26.65	JEM

Analytes	Result	RL	DF	Date Analyzed
Helium	ND	0.050	1	12/20/2022 16:25



Analytical Report

Client: Langan
Date Received: 12/15/2022 15:50
Date Prepared: 12/20/2022
Project: 731764201; 772 Pacific St.

WorkOrder: 2212C27
Extraction Method: ASTM D 1946-90
Analytical Method: ASTM D 1946-90
Unit: %

Helium

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
LB-7-SV	2212C27-004A	Soil Gas	12/14/2022 01:40	GC51 2022-12-20 16-4	260797

Initial Pressure (psia)	Final Pressure (psia)	Analyst(s)
13.16	26.32	JEM

Analytes	Result	RL	DF	Date Analyzed
Helium	ND	0.050	1	12/20/2022 16:47



Analytical Report

Client: Langan
Date Received: 12/15/2022 15:50
Date Prepared: 12/20/2022
Project: 731764201; 772 Pacific St.

WorkOrder: 2212C27
Extraction Method: ASTM D 1946-90
Analytical Method: ASTM D 1946-90
Unit: %

Light Gases

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
LB-3-SV	2212C27-001A	Soil Gas	12/13/2022 00:55	GC51 2022-12-20 15-1	260784

Initial Pressure (psia)	Final Pressure (psia)	Analyst(s)
12.09	24.26	JEM

Analytes	Result	RL	DF	Date Analyzed
Carbon Dioxide	0.033	0.0040	1	12/20/2022 15:18
Methane	ND	0.00020	1	12/20/2022 15:18

LB-4-SV	2212C27-002A	Soil Gas	12/13/2022 00:28	GC51 2022-12-20 16-0	260784

Initial Pressure (psia)	Final Pressure (psia)	Analyst(s)
13.22	26.47	JEM

Analytes	Result	RL	DF	Date Analyzed
Carbon Dioxide	0.90	0.0040	1	12/20/2022 16:03
Methane	ND	0.00020	1	12/20/2022 16:03

LB-5-SV	2212C27-003A	Soil Gas	12/13/2022	GC51 2022-12-20 16-2	260784

Initial Pressure (psia)	Final Pressure (psia)	Analyst(s)
13.30	26.65	JEM

Analytes	Result	RL	DF	Date Analyzed
Carbon Dioxide	1.1	0.0040	1	12/20/2022 16:25
Methane	ND	0.00020	1	12/20/2022 16:25



Analytical Report

Client: Langan
Date Received: 12/15/2022 15:50
Date Prepared: 12/20/2022
Project: 731764201; 772 Pacific St.

WorkOrder: 2212C27
Extraction Method: ASTM D 1946-90
Analytical Method: ASTM D 1946-90
Unit: %

Light Gases

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
LB-7-SV	2212C27-004A	Soil Gas	12/14/2022 01:40	GC51 2022-12-20 16-4	260784

Initial Pressure (psia)	Final Pressure (psia)	Analyst(s)
13.16	26.32	JEM

Analytes	Result	RL	DF	Date Analyzed
Carbon Dioxide	0.0044	0.0040	1	12/20/2022 16:47
Methane	ND	0.00020	1	12/20/2022 16:47



Analytical Report

Client: Langan
Date Received: 12/15/2022 15:50
Date Prepared: 12/22/2022
Project: 731764201; 772 Pacific St.

WorkOrder: 2212C27
Extraction Method: TO15
Analytical Method: TO15
Unit: µg/m³

Volatile Organic Compounds

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
LB-3-SV	2212C27-001A	Soil Gas	12/13/2022 00:55	GC29 12152216.D	260782

Initial Pressure (psia)	Final Pressure (psia)	Analyst(s)
12.09	24.26	JEM

Analytes	Result	RL	DF	Date Analyzed
Acetone	ND	60	1	12/22/2022 04:55
Acrolein	ND	5.8	1	12/22/2022 04:55
Acrylonitrile	ND	1.1	1	12/22/2022 04:55
tert-Amyl methyl ether (TAME)	ND	2.1	1	12/22/2022 04:55
Benzene	3.2	1.6	1	12/22/2022 04:55
Benzyl chloride	ND	2.7	1	12/22/2022 04:55
Bromodichloromethane	ND	1.4	1	12/22/2022 04:55
Bromoform	ND	5.3	1	12/22/2022 04:55
Bromomethane	ND	1.9	1	12/22/2022 04:55
1,3-Butadiene	ND	1.1	1	12/22/2022 04:55
2-Butanone (MEK)	ND	15	1	12/22/2022 04:55
t-Butyl alcohol (TBA)	ND	16	1	12/22/2022 04:55
Carbon Disulfide	ND	1.6	1	12/22/2022 04:55
Carbon Tetrachloride	ND	1.3	1	12/22/2022 04:55
Chlorobenzene	ND	2.4	1	12/22/2022 04:55
Chloroethane	ND	1.3	1	12/22/2022 04:55
Chloroform	ND	2.5	1	12/22/2022 04:55
Chloromethane	2.2	1.0	1	12/22/2022 04:55
Cyclohexane	ND	18	1	12/22/2022 04:55
Dibromochloromethane	ND	4.4	1	12/22/2022 04:55
1,2-Dibromo-3-chloropropane	ND	0.12	1	12/22/2022 04:55
1,2-Dibromoethane (EDB)	ND	0.078	1	12/22/2022 04:55
1,2-Dichlorobenzene	ND	3.0	1	12/22/2022 04:55
1,3-Dichlorobenzene	ND	3.0	1	12/22/2022 04:55
1,4-Dichlorobenzene	ND	3.0	1	12/22/2022 04:55
Dichlorodifluoromethane	ND	2.5	1	12/22/2022 04:55
1,1-Dichloroethane	ND	2.0	1	12/22/2022 04:55
1,2-Dichloroethane (1,2-DCA)	ND	2.0	1	12/22/2022 04:55
1,1-Dichloroethene	ND	2.0	1	12/22/2022 04:55
cis-1,2-Dichloroethene	ND	2.0	1	12/22/2022 04:55
trans-1,2-Dichloroethene	ND	2.0	1	12/22/2022 04:55
1,2-Dichloropropane	ND	2.4	1	12/22/2022 04:55
cis-1,3-Dichloropropene	ND	2.3	1	12/22/2022 04:55

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Analytical Report

Client: Langan
Date Received: 12/15/2022 15:50
Date Prepared: 12/22/2022
Project: 731764201; 772 Pacific St.

WorkOrder: 2212C27
Extraction Method: TO15
Analytical Method: TO15
Unit: µg/m³

Volatile Organic Compounds

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
LB-3-SV	2212C27-001A	Soil Gas	12/13/2022 00:55	GC29 12152216.D	260782

Initial Pressure (psia)	Final Pressure (psia)	Analyst(s)
12.09	24.26	JEM

Analytes	Result	RL	DF	Date Analyzed
trans-1,3-Dichloropropene	ND	2.3	1	12/22/2022 04:55
1,2-Dichloro-1,1,2,2-tetrafluoroethane	ND	3.6	1	12/22/2022 04:55
Diisopropyl ether (DIPE)	ND	2.1	1	12/22/2022 04:55
1,4-Dioxane	ND	1.9	1	12/22/2022 04:55
Ethanol	ND	95	1	12/22/2022 04:55
Ethyl acetate	ND	1.9	1	12/22/2022 04:55
Ethyl tert-butyl ether (ETBE)	ND	2.1	1	12/22/2022 04:55
Ethylbenzene	ND	2.2	1	12/22/2022 04:55
4-Ethyltoluene	ND	2.5	1	12/22/2022 04:55
Freon 113	ND	3.9	1	12/22/2022 04:55
Heptane	ND	21	1	12/22/2022 04:55
Hexachlorobutadiene	ND	2.2	1	12/22/2022 04:55
Hexachloroethane	ND	4.9	1	12/22/2022 04:55
Hexane	ND	18	1	12/22/2022 04:55
2-Hexanone	ND	2.1	1	12/22/2022 04:55
4-Methyl-2-pentanone (MIBK)	ND	2.1	1	12/22/2022 04:55
Methyl-t-butyl ether (MTBE)	ND	1.9	1	12/22/2022 04:55
Methylene chloride	ND	8.8	1	12/22/2022 04:55
Methyl methacrylate	ND	2.1	1	12/22/2022 04:55
Naphthalene	ND	2.7	1	12/22/2022 04:55
Styrene	ND	2.2	1	12/22/2022 04:55
1,1,1,2-Tetrachloroethane	ND	3.5	1	12/22/2022 04:55
1,1,2,2-Tetrachloroethane	ND	0.70	1	12/22/2022 04:55
Tetrachloroethene	ND	3.5	1	12/22/2022 04:55
Tetrahydrofuran	ND	3.0	1	12/22/2022 04:55
Toluene	ND	1.9	1	12/22/2022 04:55
1,2,4-Trichlorobenzene	ND	3.8	1	12/22/2022 04:55
1,1,1-Trichloroethane	ND	2.8	1	12/22/2022 04:55
1,1,2-Trichloroethane	ND	2.8	1	12/22/2022 04:55
Trichloroethene	ND	2.8	1	12/22/2022 04:55
1,2,3-Trichloropropane	ND	3.1	1	12/22/2022 04:55
Trichlorofluoromethane	ND	2.9	1	12/22/2022 04:55
1,2,4-Trimethylbenzene	ND	2.5	1	12/22/2022 04:55

(Cont.)



Analytical Report

Client: Langan
Date Received: 12/15/2022 15:50
Date Prepared: 12/22/2022
Project: 731764201; 772 Pacific St.

WorkOrder: 2212C27
Extraction Method: TO15
Analytical Method: TO15
Unit: µg/m³

Volatile Organic Compounds

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
LB-3-SV	2212C27-001A	Soil Gas	12/13/2022 00:55	GC29 12152216.D	260782

Initial Pressure (psia)	Final Pressure (psia)	Analyst(s)
12.09	24.26	JEM

Analytes	Result	RL	DF	Date Analyzed
1,3,5-Trimethylbenzene	ND	2.5	1	12/22/2022 04:55
Vinyl Acetate	ND	18	1	12/22/2022 04:55
Vinyl Chloride	ND	0.26	1	12/22/2022 04:55
m,p-Xylene	ND	4.4	1	12/22/2022 04:55
o-Xylene	ND	2.2	1	12/22/2022 04:55
Xylenes, Total	ND	2.2	1	12/22/2022 04:55
Surrogates	REC (%)	Limits		
1,2-DCA-d4	97	70-130		12/22/2022 04:55
Toluene-d8	99	70-130		12/22/2022 04:55
4-BFB	95	70-130		12/22/2022 04:55



Analytical Report

Client: Langan
Date Received: 12/15/2022 15:50
Date Prepared: 12/22/2022
Project: 731764201; 772 Pacific St.

WorkOrder: 2212C27
Extraction Method: TO15
Analytical Method: TO15
Unit: µg/m³

Volatile Organic Compounds

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
LB-4-SV	2212C27-002A	Soil Gas	12/13/2022 00:28	GC29 12152219.D	260782

Initial Pressure (psia)	Final Pressure (psia)	Analyst(s)
13.22	26.47	JEM

Analytes	Result	RL	DF	Date Analyzed
Acetone	110	60	1	12/22/2022 07:04
Acrolein	ND	5.8	1	12/22/2022 07:04
Acrylonitrile	ND	1.1	1	12/22/2022 07:04
tert-Amyl methyl ether (TAME)	ND	2.1	1	12/22/2022 07:04
Benzene	4.0	1.6	1	12/22/2022 07:04
Benzyl chloride	ND	2.7	1	12/22/2022 07:04
Bromodichloromethane	ND	1.4	1	12/22/2022 07:04
Bromoform	ND	5.3	1	12/22/2022 07:04
Bromomethane	ND	1.9	1	12/22/2022 07:04
1,3-Butadiene	ND	1.1	1	12/22/2022 07:04
2-Butanone (MEK)	23	15	1	12/22/2022 07:04
t-Butyl alcohol (TBA)	ND	16	1	12/22/2022 07:04
Carbon Disulfide	ND	1.6	1	12/22/2022 07:04
Carbon Tetrachloride	ND	1.3	1	12/22/2022 07:04
Chlorobenzene	ND	2.4	1	12/22/2022 07:04
Chloroethane	ND	1.3	1	12/22/2022 07:04
Chloroform	24	2.5	1	12/22/2022 07:04
Chloromethane	ND	1.0	1	12/22/2022 07:04
Cyclohexane	ND	18	1	12/22/2022 07:04
Dibromochloromethane	ND	4.4	1	12/22/2022 07:04
1,2-Dibromo-3-chloropropane	ND	0.12	1	12/22/2022 07:04
1,2-Dibromoethane (EDB)	ND	0.078	1	12/22/2022 07:04
1,2-Dichlorobenzene	ND	3.0	1	12/22/2022 07:04
1,3-Dichlorobenzene	ND	3.0	1	12/22/2022 07:04
1,4-Dichlorobenzene	ND	3.0	1	12/22/2022 07:04
Dichlorodifluoromethane	17	2.5	1	12/22/2022 07:04
1,1-Dichloroethane	ND	2.0	1	12/22/2022 07:04
1,2-Dichloroethane (1,2-DCA)	ND	2.0	1	12/22/2022 07:04
1,1-Dichloroethene	ND	2.0	1	12/22/2022 07:04
cis-1,2-Dichloroethene	ND	2.0	1	12/22/2022 07:04
trans-1,2-Dichloroethene	ND	2.0	1	12/22/2022 07:04
1,2-Dichloropropane	ND	2.4	1	12/22/2022 07:04
cis-1,3-Dichloropropene	ND	2.3	1	12/22/2022 07:04

(Cont.)



Analytical Report

Client: Langan
Date Received: 12/15/2022 15:50
Date Prepared: 12/22/2022
Project: 731764201; 772 Pacific St.

WorkOrder: 2212C27
Extraction Method: TO15
Analytical Method: TO15
Unit: µg/m³

Volatile Organic Compounds

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
LB-4-SV	2212C27-002A	Soil Gas	12/13/2022 00:28	GC29 12152219.D	260782

Initial Pressure (psia)	Final Pressure (psia)	Analyst(s)
13.22	26.47	JEM

Analytes	Result	RL	DF	Date Analyzed
trans-1,3-Dichloropropene	ND	2.3	1	12/22/2022 07:04
1,2-Dichloro-1,1,2,2-tetrafluoroethane	ND	3.6	1	12/22/2022 07:04
Diisopropyl ether (DIPE)	ND	2.1	1	12/22/2022 07:04
1,4-Dioxane	ND	1.9	1	12/22/2022 07:04
Ethanol	ND	95	1	12/22/2022 07:04
Ethyl acetate	ND	1.9	1	12/22/2022 07:04
Ethyl tert-butyl ether (ETBE)	ND	2.1	1	12/22/2022 07:04
Ethylbenzene	ND	2.2	1	12/22/2022 07:04
4-Ethyltoluene	ND	2.5	1	12/22/2022 07:04
Freon 113	ND	3.9	1	12/22/2022 07:04
Heptane	ND	21	1	12/22/2022 07:04
Hexachlorobutadiene	ND	2.2	1	12/22/2022 07:04
Hexachloroethane	ND	4.9	1	12/22/2022 07:04
Hexane	ND	18	1	12/22/2022 07:04
2-Hexanone	6.0	2.1	1	12/22/2022 07:04
4-Methyl-2-pentanone (MIBK)	2.3	2.1	1	12/22/2022 07:04
Methyl-t-butyl ether (MTBE)	ND	1.9	1	12/22/2022 07:04
Methylene chloride	ND	8.8	1	12/22/2022 07:04
Methyl methacrylate	ND	2.1	1	12/22/2022 07:04
Naphthalene	ND	2.7	1	12/22/2022 07:04
Styrene	ND	2.2	1	12/22/2022 07:04
1,1,1,2-Tetrachloroethane	ND	3.5	1	12/22/2022 07:04
1,1,2,2-Tetrachloroethane	ND	0.70	1	12/22/2022 07:04
Tetrachloroethene	27	3.5	1	12/22/2022 07:04
Tetrahydrofuran	ND	3.0	1	12/22/2022 07:04
Toluene	3.6	1.9	1	12/22/2022 07:04
1,2,4-Trichlorobenzene	ND	3.8	1	12/22/2022 07:04
1,1,1-Trichloroethane	ND	2.8	1	12/22/2022 07:04
1,1,2-Trichloroethane	ND	2.8	1	12/22/2022 07:04
Trichloroethene	ND	2.8	1	12/22/2022 07:04
1,2,3-Trichloropropane	ND	3.1	1	12/22/2022 07:04
Trichlorofluoromethane	31	2.9	1	12/22/2022 07:04
1,2,4-Trimethylbenzene	ND	2.5	1	12/22/2022 07:04

(Cont.)



Analytical Report

Client: Langan
Date Received: 12/15/2022 15:50
Date Prepared: 12/22/2022
Project: 731764201; 772 Pacific St.

WorkOrder: 2212C27
Extraction Method: TO15
Analytical Method: TO15
Unit: µg/m³

Volatile Organic Compounds

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
LB-4-SV	2212C27-002A	Soil Gas	12/13/2022 00:28	GC29 12152219.D	260782

Initial Pressure (psia)	Final Pressure (psia)	Analyst(s)
13.22	26.47	JEM

Analytes	Result	RL	DF	Date Analyzed
1,3,5-Trimethylbenzene	ND	2.5	1	12/22/2022 07:04
Vinyl Acetate	ND	18	1	12/22/2022 07:04
Vinyl Chloride	ND	0.26	1	12/22/2022 07:04
m,p-Xylene	ND	4.4	1	12/22/2022 07:04
o-Xylene	ND	2.2	1	12/22/2022 07:04
Xylenes, Total	ND	2.2	1	12/22/2022 07:04
Surrogates	REC (%)	Limits		
1,2-DCA-d4	88	70-130		12/22/2022 07:04
Toluene-d8	94	70-130		12/22/2022 07:04
4-BFB	92	70-130		12/22/2022 07:04



Analytical Report

Client: Langan
Date Received: 12/15/2022 15:50
Date Prepared: 12/22/2022
Project: 731764201; 772 Pacific St.

WorkOrder: 2212C27
Extraction Method: TO15
Analytical Method: TO15
Unit: µg/m³

Volatile Organic Compounds

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
LB-5-SV	2212C27-003A	Soil Gas	12/13/2022	GC29 12152221.D	260782

Initial Pressure (psia)	Final Pressure (psia)	Analyst(s)
13.30	26.65	JEM

Analytes	Result	RL	DF	Date Analyzed
Acetone	110	60	1	12/22/2022 08:30
Acrolein	ND	5.8	1	12/22/2022 08:30
Acrylonitrile	ND	1.1	1	12/22/2022 08:30
tert-Amyl methyl ether (TAME)	ND	2.1	1	12/22/2022 08:30
Benzene	2.1	1.6	1	12/22/2022 08:30
Benzyl chloride	ND	2.7	1	12/22/2022 08:30
Bromodichloromethane	ND	1.4	1	12/22/2022 08:30
Bromoform	ND	5.3	1	12/22/2022 08:30
Bromomethane	ND	1.9	1	12/22/2022 08:30
1,3-Butadiene	ND	1.1	1	12/22/2022 08:30
2-Butanone (MEK)	34	15	1	12/22/2022 08:30
t-Butyl alcohol (TBA)	ND	16	1	12/22/2022 08:30
Carbon Disulfide	ND	1.6	1	12/22/2022 08:30
Carbon Tetrachloride	ND	1.3	1	12/22/2022 08:30
Chlorobenzene	ND	2.4	1	12/22/2022 08:30
Chloroethane	ND	1.3	1	12/22/2022 08:30
Chloroform	13	2.5	1	12/22/2022 08:30
Chloromethane	ND	1.0	1	12/22/2022 08:30
Cyclohexane	ND	18	1	12/22/2022 08:30
Dibromochloromethane	ND	4.4	1	12/22/2022 08:30
1,2-Dibromo-3-chloropropane	ND	0.12	1	12/22/2022 08:30
1,2-Dibromoethane (EDB)	ND	0.078	1	12/22/2022 08:30
1,2-Dichlorobenzene	ND	3.0	1	12/22/2022 08:30
1,3-Dichlorobenzene	ND	3.0	1	12/22/2022 08:30
1,4-Dichlorobenzene	ND	3.0	1	12/22/2022 08:30
Dichlorodifluoromethane	ND	2.5	1	12/22/2022 08:30
1,1-Dichloroethane	ND	2.0	1	12/22/2022 08:30
1,2-Dichloroethane (1,2-DCA)	ND	2.0	1	12/22/2022 08:30
1,1-Dichloroethene	ND	2.0	1	12/22/2022 08:30
cis-1,2-Dichloroethene	ND	2.0	1	12/22/2022 08:30
trans-1,2-Dichloroethene	ND	2.0	1	12/22/2022 08:30
1,2-Dichloropropane	ND	2.4	1	12/22/2022 08:30
cis-1,3-Dichloropropene	ND	2.3	1	12/22/2022 08:30

(Cont.)



Analytical Report

Client: Langan
Date Received: 12/15/2022 15:50
Date Prepared: 12/22/2022
Project: 731764201; 772 Pacific St.

WorkOrder: 2212C27
Extraction Method: TO15
Analytical Method: TO15
Unit: µg/m³

Volatile Organic Compounds

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
LB-5-SV	2212C27-003A	Soil Gas	12/13/2022	GC29 12152221.D	260782

Initial Pressure (psia)	Final Pressure (psia)	Analyst(s)
13.30	26.65	JEM

Analytes	Result	RL	DF	Date Analyzed
trans-1,3-Dichloropropene	ND	2.3	1	12/22/2022 08:30
1,2-Dichloro-1,1,2,2-tetrafluoroethane	ND	3.6	1	12/22/2022 08:30
Diisopropyl ether (DIPE)	ND	2.1	1	12/22/2022 08:30
1,4-Dioxane	ND	1.9	1	12/22/2022 08:30
Ethanol	ND	95	1	12/22/2022 08:30
Ethyl acetate	ND	1.9	1	12/22/2022 08:30
Ethyl tert-butyl ether (ETBE)	ND	2.1	1	12/22/2022 08:30
Ethylbenzene	ND	2.2	1	12/22/2022 08:30
4-Ethyltoluene	ND	2.5	1	12/22/2022 08:30
Freon 113	ND	3.9	1	12/22/2022 08:30
Heptane	ND	21	1	12/22/2022 08:30
Hexachlorobutadiene	ND	2.2	1	12/22/2022 08:30
Hexachloroethane	ND	4.9	1	12/22/2022 08:30
Hexane	ND	18	1	12/22/2022 08:30
2-Hexanone	6.4	2.1	1	12/22/2022 08:30
4-Methyl-2-pentanone (MIBK)	6.3	2.1	1	12/22/2022 08:30
Methyl-t-butyl ether (MTBE)	ND	1.9	1	12/22/2022 08:30
Methylene chloride	ND	8.8	1	12/22/2022 08:30
Methyl methacrylate	ND	2.1	1	12/22/2022 08:30
Naphthalene	ND	2.7	1	12/22/2022 08:30
Styrene	ND	2.2	1	12/22/2022 08:30
1,1,1,2-Tetrachloroethane	ND	3.5	1	12/22/2022 08:30
1,1,2,2-Tetrachloroethane	ND	0.70	1	12/22/2022 08:30
Tetrachloroethene	5.0	3.5	1	12/22/2022 08:30
Tetrahydrofuran	ND	3.0	1	12/22/2022 08:30
Toluene	2.6	1.9	1	12/22/2022 08:30
1,2,4-Trichlorobenzene	ND	3.8	1	12/22/2022 08:30
1,1,1-Trichloroethane	ND	2.8	1	12/22/2022 08:30
1,1,2-Trichloroethane	ND	2.8	1	12/22/2022 08:30
Trichloroethene	ND	2.8	1	12/22/2022 08:30
1,2,3-Trichloropropane	ND	3.1	1	12/22/2022 08:30
Trichlorofluoromethane	3.4	2.9	1	12/22/2022 08:30
1,2,4-Trimethylbenzene	3.7	2.5	1	12/22/2022 08:30

(Cont.)



Analytical Report

Client: Langan
Date Received: 12/15/2022 15:50
Date Prepared: 12/22/2022
Project: 731764201; 772 Pacific St.

WorkOrder: 2212C27
Extraction Method: TO15
Analytical Method: TO15
Unit: µg/m³

Volatile Organic Compounds

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
LB-5-SV	2212C27-003A	Soil Gas	12/13/2022	GC29 12152221.D	260782

Initial Pressure (psia)	Final Pressure (psia)	Analyst(s)
13.30	26.65	JEM

Analytes	Result	RL	DF	Date Analyzed
1,3,5-Trimethylbenzene	ND	2.5	1	12/22/2022 08:30
Vinyl Acetate	ND	18	1	12/22/2022 08:30
Vinyl Chloride	ND	0.26	1	12/22/2022 08:30
m,p-Xylene	ND	4.4	1	12/22/2022 08:30
o-Xylene	ND	2.2	1	12/22/2022 08:30
Xylenes, Total	ND	2.2	1	12/22/2022 08:30
Surrogates	REC (%)	Limits		
1,2-DCA-d4	81	70-130		12/22/2022 08:30
Toluene-d8	94	70-130		12/22/2022 08:30
4-BFB	90	70-130		12/22/2022 08:30



Analytical Report

Client: Langan
Date Received: 12/15/2022 15:50
Date Prepared: 12/22/2022
Project: 731764201; 772 Pacific St.

WorkOrder: 2212C27
Extraction Method: TO15
Analytical Method: TO15
Unit: µg/m³

Volatile Organic Compounds

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
LB-7-SV	2212C27-004A	Soil Gas	12/14/2022 01:40	GC29 12152217.D	260782

Initial Pressure (psia)	Final Pressure (psia)	Analyst(s)
13.16	26.32	JEM

Analytes	Result	RL	DF	Date Analyzed
Acetone	ND	60	1	12/22/2022 05:38
Acrolein	ND	5.8	1	12/22/2022 05:38
Acrylonitrile	ND	1.1	1	12/22/2022 05:38
tert-Amyl methyl ether (TAME)	ND	2.1	1	12/22/2022 05:38
Benzene	4.5	1.6	1	12/22/2022 05:38
Benzyl chloride	ND	2.7	1	12/22/2022 05:38
Bromodichloromethane	ND	1.4	1	12/22/2022 05:38
Bromoform	ND	5.3	1	12/22/2022 05:38
Bromomethane	ND	1.9	1	12/22/2022 05:38
1,3-Butadiene	ND	1.1	1	12/22/2022 05:38
2-Butanone (MEK)	ND	15	1	12/22/2022 05:38
t-Butyl alcohol (TBA)	ND	16	1	12/22/2022 05:38
Carbon Disulfide	ND	1.6	1	12/22/2022 05:38
Carbon Tetrachloride	ND	1.3	1	12/22/2022 05:38
Chlorobenzene	ND	2.4	1	12/22/2022 05:38
Chloroethane	ND	1.3	1	12/22/2022 05:38
Chloroform	ND	2.5	1	12/22/2022 05:38
Chloromethane	ND	1.0	1	12/22/2022 05:38
Cyclohexane	ND	18	1	12/22/2022 05:38
Dibromochloromethane	ND	4.4	1	12/22/2022 05:38
1,2-Dibromo-3-chloropropane	ND	0.12	1	12/22/2022 05:38
1,2-Dibromoethane (EDB)	ND	0.078	1	12/22/2022 05:38
1,2-Dichlorobenzene	ND	3.0	1	12/22/2022 05:38
1,3-Dichlorobenzene	ND	3.0	1	12/22/2022 05:38
1,4-Dichlorobenzene	ND	3.0	1	12/22/2022 05:38
Dichlorodifluoromethane	ND	2.5	1	12/22/2022 05:38
1,1-Dichloroethane	ND	2.0	1	12/22/2022 05:38
1,2-Dichloroethane (1,2-DCA)	ND	2.0	1	12/22/2022 05:38
1,1-Dichloroethene	ND	2.0	1	12/22/2022 05:38
cis-1,2-Dichloroethene	ND	2.0	1	12/22/2022 05:38
trans-1,2-Dichloroethene	ND	2.0	1	12/22/2022 05:38
1,2-Dichloropropane	ND	2.4	1	12/22/2022 05:38
cis-1,3-Dichloropropene	ND	2.3	1	12/22/2022 05:38

(Cont.)



Analytical Report

Client: Langan
Date Received: 12/15/2022 15:50
Date Prepared: 12/22/2022
Project: 731764201; 772 Pacific St.

WorkOrder: 2212C27
Extraction Method: TO15
Analytical Method: TO15
Unit: µg/m³

Volatile Organic Compounds

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
LB-7-SV	2212C27-004A	Soil Gas	12/14/2022 01:40	GC29 12152217.D	260782

Initial Pressure (psia)	Final Pressure (psia)	Analyst(s)
13.16	26.32	JEM

Analytes	Result	RL	DF	Date Analyzed
trans-1,3-Dichloropropene	ND	2.3	1	12/22/2022 05:38
1,2-Dichloro-1,1,2,2-tetrafluoroethane	ND	3.6	1	12/22/2022 05:38
Diisopropyl ether (DIPE)	ND	2.1	1	12/22/2022 05:38
1,4-Dioxane	ND	1.9	1	12/22/2022 05:38
Ethanol	ND	95	1	12/22/2022 05:38
Ethyl acetate	ND	1.9	1	12/22/2022 05:38
Ethyl tert-butyl ether (ETBE)	ND	2.1	1	12/22/2022 05:38
Ethylbenzene	ND	2.2	1	12/22/2022 05:38
4-Ethyltoluene	ND	2.5	1	12/22/2022 05:38
Freon 113	ND	3.9	1	12/22/2022 05:38
Heptane	ND	21	1	12/22/2022 05:38
Hexachlorobutadiene	ND	2.2	1	12/22/2022 05:38
Hexachloroethane	ND	4.9	1	12/22/2022 05:38
Hexane	ND	18	1	12/22/2022 05:38
2-Hexanone	7.5	2.1	1	12/22/2022 05:38
4-Methyl-2-pentanone (MIBK)	3.1	2.1	1	12/22/2022 05:38
Methyl-t-butyl ether (MTBE)	ND	1.9	1	12/22/2022 05:38
Methylene chloride	ND	8.8	1	12/22/2022 05:38
Methyl methacrylate	ND	2.1	1	12/22/2022 05:38
Naphthalene	39	2.7	1	12/22/2022 05:38
Styrene	2.8	2.2	1	12/22/2022 05:38
1,1,1,2-Tetrachloroethane	ND	3.5	1	12/22/2022 05:38
1,1,2,2-Tetrachloroethane	ND	0.70	1	12/22/2022 05:38
Tetrachloroethene	10	3.5	1	12/22/2022 05:38
Tetrahydrofuran	ND	3.0	1	12/22/2022 05:38
Toluene	10	1.9	1	12/22/2022 05:38
1,2,4-Trichlorobenzene	ND	3.8	1	12/22/2022 05:38
1,1,1-Trichloroethane	ND	2.8	1	12/22/2022 05:38
1,1,2-Trichloroethane	ND	2.8	1	12/22/2022 05:38
Trichloroethene	ND	2.8	1	12/22/2022 05:38
1,2,3-Trichloropropane	ND	3.1	1	12/22/2022 05:38
Trichlorofluoromethane	ND	2.9	1	12/22/2022 05:38
1,2,4-Trimethylbenzene	5.5	2.5	1	12/22/2022 05:38

(Cont.)



Analytical Report

Client: Langan
Date Received: 12/15/2022 15:50
Date Prepared: 12/22/2022
Project: 731764201; 772 Pacific St.

WorkOrder: 2212C27
Extraction Method: TO15
Analytical Method: TO15
Unit: µg/m³

Volatile Organic Compounds

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
LB-7-SV	2212C27-004A	Soil Gas	12/14/2022 01:40	GC29 12152217.D	260782

Initial Pressure (psia)	Final Pressure (psia)	Analyst(s)
13.16	26.32	JEM

Analytes	Result	RL	DF	Date Analyzed
1,3,5-Trimethylbenzene	ND	2.5	1	12/22/2022 05:38
Vinyl Acetate	ND	18	1	12/22/2022 05:38
Vinyl Chloride	ND	0.26	1	12/22/2022 05:38
m,p-Xylene	7.0	4.4	1	12/22/2022 05:38
o-Xylene	3.1	2.2	1	12/22/2022 05:38
Xylenes, Total	10	2.2	1	12/22/2022 05:38

Surrogates	REC (%)	Qualifiers	Limits	
1,2-DCA-d4	135	S	70-130	12/22/2022 05:38
Toluene-d8	129		70-130	12/22/2022 05:38
4-BFB	73		70-130	12/22/2022 05:38

Analytical Comments: c2,c9



Quality Control Report

Client:	Langan	WorkOrder:	2212C27
Date Prepared:	12/20/2022	BatchID:	260790
Date Analyzed:	12/20/2022	Extraction Method:	ASTM D 1946-90
Instrument:	GC51	Analytical Method:	ASTM D 1946-90
Matrix:	SoilGas	Unit:	%
Project:	731764201; 772 Pacific St.	Sample ID:	MB/LCS/LCSD-260790

QC Summary Report for ASTM D1946-90

Analyte	MB Result	MDL	RL			
Oxygen	ND	0.027	0.40	-	-	-

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
Oxygen	4.5	4.5	4.2	107	108	70-130	0.633	20



Quality Control Report

Client: Langan
Date Prepared: 12/20/2022 - 12/21/2022
Date Analyzed: 12/20/2022 - 12/21/2022
Instrument: GC51
Matrix: Soilgas
Project: 731764201; 772 Pacific St.

WorkOrder: 2212C27
BatchID: 260797
Extraction Method: ASTM D 1946-90
Analytical Method: ASTM D 1946-90
Unit: %
Sample ID: MB/LCS/LCSD-260797

QC Summary Report for ASTM D1946-90

Analyte	MB Result	MDL	RL			
Helium	ND	0.050	0.050	-	-	-

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
Helium	0.21	0.24	0.20	104	122	60-140	16.1	20



Quality Control Report

Client:	Langan	WorkOrder:	2212C27
Date Prepared:	12/20/2022	BatchID:	260784
Date Analyzed:	12/20/2022	Extraction Method:	ASTM D 1946-90
Instrument:	GC51	Analytical Method:	ASTM D 1946-90
Matrix:	SoilGas	Unit:	%
Project:	731764201; 772 Pacific St.	Sample ID:	MB/LCS/LCSD-260784

QC Summary Report for ASTM D1946-90

Analyte	MB Result	MDL	RL			
Carbon Dioxide	ND	0.00097	0.0040	-	-	-
Methane	ND	0.000031	0.00020	-	-	-

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
Carbon Dioxide	0.020	0.021	0.020	101	103	70-130	1.29	20
Methane	0.023	0.023	0.020	113	115	70-130	1.42	20



Quality Control Report

Client: Langan
Date Prepared: 12/21/2022 - 12/22/2022
Date Analyzed: 12/21/2022 - 12/22/2022
Instrument: GC29
Matrix: SoilGas
Project: 731764201; 772 Pacific St.

WorkOrder: 2212C27
BatchID: 260782
Extraction Method: TO15
Analytical Method: TO15
Unit: µg/m³
Sample ID: MB/LCS/LCSD-260782

QC Summary Report for TO15

Analyte	MB Result	MDL	RL	SPK Val	MB SS %REC	MB SS Limits
Acetone	ND	4.3	60	-	-	-
Acrolein	ND	1.1	5.8	-	-	-
Acrylonitrile	ND	0.66	1.1	-	-	-
tert-Amyl methyl ether (TAME)	ND	1.3	2.1	-	-	-
Benzene	ND	0.79	1.6	-	-	-
Benzyl chloride	ND	1.7	2.7	-	-	-
Bromodichloromethane	ND	0.13	1.4	-	-	-
Bromoform	ND	1.1	5.3	-	-	-
Bromomethane	ND	0.41	1.9	-	-	-
1,3-Butadiene	ND	0.98	1.1	-	-	-
2-Butanone (MEK)	ND	2.0	15	-	-	-
t-Butyl alcohol (TBA)	ND	1.9	16	-	-	-
Carbon Disulfide	ND	1.1	1.6	-	-	-
Carbon Tetrachloride	ND	0.19	1.3	-	-	-
Chlorobenzene	ND	0.59	2.4	-	-	-
Chloroethane	ND	0.35	1.3	-	-	-
Chloroform	ND	0.58	2.5	-	-	-
Chloromethane	ND	0.52	1.0	-	-	-
Cyclohexane	ND	1.6	18	-	-	-
Dibromochloromethane	ND	1.1	4.4	-	-	-
1,2-Dibromo-3-chloropropane	ND	0.074	0.12	-	-	-
1,2-Dibromoethane (EDB)	ND	0.025	0.078	-	-	-
1,2-Dichlorobenzene	ND	0.95	3.0	-	-	-
1,3-Dichlorobenzene	ND	0.94	3.0	-	-	-
1,4-Dichlorobenzene	ND	0.97	3.0	-	-	-
Dichlorodifluoromethane	ND	0.56	2.5	-	-	-
1,1-Dichloroethane	ND	0.50	2.0	-	-	-
1,2-Dichloroethane (1,2-DCA)	ND	0.58	2.0	-	-	-
1,1-Dichloroethene	ND	0.40	2.0	-	-	-
cis-1,2-Dichloroethene	ND	0.43	2.0	-	-	-
trans-1,2-Dichloroethene	ND	0.45	2.0	-	-	-
1,2-Dichloropropane	ND	0.59	2.4	-	-	-
cis-1,3-Dichloropropene	ND	0.71	2.3	-	-	-
trans-1,3-Dichloropropene	ND	0.86	2.3	-	-	-
1,2-Dichloro-1,1,2,2-tetrafluoroethane	ND	1.8	3.6	-	-	-
Diisopropyl ether (DIPE)	ND	0.55	2.1	-	-	-
1,4-Dioxane	ND	0.71	1.9	-	-	-
Ethanol	ND	3.8	95	-	-	-

(Cont.)



Quality Control Report

Client: Langan
Date Prepared: 12/21/2022 - 12/22/2022
Date Analyzed: 12/21/2022 - 12/22/2022
Instrument: GC29
Matrix: SoilGas
Project: 731764201; 772 Pacific St.

WorkOrder: 2212C27
BatchID: 260782
Extraction Method: TO15
Analytical Method: TO15
Unit: µg/m³
Sample ID: MB/LCS/LCSD-260782

QC Summary Report for TO15

Analyte	MB Result	MDL	RL	SPK Val	MB SS %REC	MB SS Limits
Ethyl acetate	ND	0.63	1.9	-	-	-
Ethyl tert-butyl ether (ETBE)	ND	0.68	2.1	-	-	-
Ethylbenzene	ND	0.51	2.2	-	-	-
4-Ethyltoluene	ND	0.61	2.5	-	-	-
Freon 113	ND	1.0	3.9	-	-	-
Heptane	ND	2.4	21	-	-	-
Hexachlorobutadiene	ND	0.38	2.2	-	-	-
Hexachloroethane	ND	2.7	4.9	-	-	-
Hexane	ND	2.2	18	-	-	-
2-Hexanone	ND	1.6	2.1	-	-	-
4-Methyl-2-pentanone (MIBK)	ND	0.94	2.1	-	-	-
Methyl-t-butyl ether (MTBE)	ND	0.43	1.9	-	-	-
Methylene chloride	ND	0.82	8.8	-	-	-
Methyl methacrylate	ND	0.65	2.1	-	-	-
Naphthalene	ND	1.9	2.7	-	-	-
Styrene	ND	0.62	2.2	-	-	-
1,1,1,2-Tetrachloroethane	ND	1.2	3.5	-	-	-
1,1,2,2-Tetrachloroethane	ND	0.10	0.70	-	-	-
Tetrachloroethene	ND	1.1	3.5	-	-	-
Tetrahydrofuran	ND	0.82	3.0	-	-	-
Toluene	ND	0.89	1.9	-	-	-
1,2,4-Trichlorobenzene	ND	2.7	3.8	-	-	-
1,1,1-Trichloroethane	ND	0.71	2.8	-	-	-
1,1,2-Trichloroethane	ND	0.85	2.8	-	-	-
Trichloroethene	ND	0.69	2.8	-	-	-
1,2,3-Trichloropropane	ND	0.89	3.1	-	-	-
Trichlorofluoromethane	ND	0.78	2.9	-	-	-
1,2,4-Trimethylbenzene	ND	1.2	2.5	-	-	-
1,3,5-Trimethylbenzene	ND	0.73	2.5	-	-	-
Vinyl Acetate	ND	1.1	18	-	-	-
Vinyl Chloride	ND	0.14	0.26	-	-	-
m,p-Xylene	ND	1.1	4.4	-	-	-
o-Xylene	ND	0.39	2.2	-	-	-

(Cont.)



Quality Control Report

Client: Langan
Date Prepared: 12/21/2022 - 12/22/2022
Date Analyzed: 12/21/2022 - 12/22/2022
Instrument: GC29
Matrix: SoilGas
Project: 731764201; 772 Pacific St.

WorkOrder: 2212C27
BatchID: 260782
Extraction Method: TO15
Analytical Method: TO15
Unit: µg/m³
Sample ID: MB/LCS/LCSD-260782

QC Summary Report for TO15

Analyte	MB Result	MDL	RL	SPK Val	MB SS %REC	MB SS Limits
Surrogate Recovery						
1,2-DCA-d4	910			1000	91	70-130
Toluene-d8	980			1000	98	70-130
4-BFB	940			1000	94	70-130



Quality Control Report

Client: Langan
Date Prepared: 12/21/2022 - 12/22/2022
Date Analyzed: 12/21/2022 - 12/22/2022
Instrument: GC29
Matrix: SoilGas
Project: 731764201; 772 Pacific St.

WorkOrder: 2212C27
BatchID: 260782
Extraction Method: TO15
Analytical Method: TO15
Unit: µg/m³
Sample ID: MB/LCS/LCSD-260782

QC Summary Report for TO15

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
Acetone	13	12	12	112	104	60-140	7.45	25
Acrolein	11	11	11.6	98	95	60-140	2.58	25
Acrylonitrile	10	11	11	95	99	60-140	3.95	25
tert-Amyl methyl ether (TAME)	17	18	21	81	85	60-140	3.79	25
Benzene	15	14	16	95	89	60-140	5.75	25
Benzyl chloride	25	22	26.6	93	82	60-140	12.7	25
Bromodichloromethane	36	35	35	104	100	60-140	3.99	25
Bromoform	61	57	52.6	116	109	60-140	6.52	25
Bromomethane	22	23	19.6	114	119	60-140	4.47	25
1,3-Butadiene	6.9	9.3	11	63	85	60-140	29.5,F2	25
2-Butanone (MEK)	16	15	15	107	101	60-140	5.90	25
t-Butyl alcohol (TBA)	14	14	15.6	90	89	60-140	1.30	25
Carbon Disulfide	18	16	16	110	103	60-140	6.58	25
Carbon Tetrachloride	32	31	32	100	95	60-140	4.58	25
Chlorobenzene	25	24	23.6	107	100	60-140	6.36	25
Chloroethane	13	14	13.6	98	106	60-140	7.63	25
Chloroform	26	25	24.6	105	101	60-140	2.95	25
Chloromethane	11	12	10.6	108	111	60-140	3.21	25
Cyclohexane	17	16	17.6	94	89	60-140	5.79	25
Dibromochloromethane	47	46	43.6	108	105	60-140	3.47	25
1,2-Dibromo-3-chloropropane	61	58	49	125	118	60-140	5.62	25
1,2-Dibromoethane (EDB)	45	43	39	117	111	60-140	4.52	25
1,2-Dichlorobenzene	35	32	30.6	115	106	60-140	8.23	25
1,3-Dichlorobenzene	35	32	30.6	113	105	60-140	7.65	25
1,4-Dichlorobenzene	35	32	30.6	113	106	60-140	6.59	25
Dichlorodifluoromethane	27	25	25	107	100	60-140	6.81	25
1,1-Dichloroethane	20	19	20.6	99	94	60-140	4.88	25
1,2-Dichloroethane (1,2-DCA)	20	20	20.6	97	95	60-140	2.36	25
1,1-Dichloroethene	23	22	20	113	108	60-140	4.82	25
cis-1,2-Dichloroethene	20	19	20	102	97	60-140	4.97	25
trans-1,2-Dichloroethene	20	19	20	102	97	60-140	5.39	25
1,2-Dichloropropane	25	23	23.6	104	100	60-140	4.37	25
cis-1,3-Dichloropropene	24	23	23	104	98	60-140	6.20	25
trans-1,3-Dichloropropene	24	24	23	104	103	60-140	0.968	25
1,2-Dichloro-1,1,2,2-tetrafluoroethane	37	39	35.6	104	109	60-140	3.98	25
Diisopropyl ether (DIPE)	18	19	21	86	93	60-140	6.89	25
1,4-Dioxane	19	18	18.6	103	99	60-140	3.76	25
Ethanol	11	11	9.6	113	114	60-140	0.601	25

(Cont.)



Quality Control Report

Client: Langan
Date Prepared: 12/21/2022 - 12/22/2022
Date Analyzed: 12/21/2022 - 12/22/2022
Instrument: GC29
Matrix: SoilGas
Project: 731764201; 772 Pacific St.

WorkOrder: 2212C27
BatchID: 260782
Extraction Method: TO15
Analytical Method: TO15
Unit: µg/m³
Sample ID: MB/LCS/LCSD-260782

QC Summary Report for TO15

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
Ethyl acetate	20	19	18.6	105	103	60-140	2.36	25
Ethyl tert-butyl ether (ETBE)	17	18	21	81	86	60-140	6.07	25
Ethylbenzene	24	22	22	110	98	60-140	11.0	25
4-Ethyltoluene	28	26	25	113	103	60-140	8.53	25
Freon 113	40	39	39	103	99	60-140	3.82	25
Heptane	20	19	21	96	89	60-140	7.91	25
Hexachlorobutadiene	75	62	54	138	114	60-140	18.7	25
Hexachloroethane	37	38	49.2	75	78	60-140	2.95	25
Hexane	18	17	18	99	94	60-140	4.66	25
2-Hexanone	22	22	21	103	103	60-140	0.346	25
4-Methyl-2-pentanone (MIBK)	20	20	21	97	97	60-140	0.545	25
Methyl-t-butyl ether (MTBE)	17	16	18.6	94	88	60-140	5.76	25
Methylene chloride	18	17	17.6	104	99	60-140	5.01	25
Methyl methacrylate	20	19	20.8	96	91	60-140	5.62	25
Naphthalene	35	28	26.5	131	107	60-140	20.1	25
Styrene	23	21	21.6	108	99	60-140	8.85	25
1,1,1,2-Tetrachloroethane	35	37	35	100	106	60-140	5.47	25
1,1,2,2-Tetrachloroethane	37	35	35	106	99	60-140	6.91	25
Tetrachloroethene	47	45	34.4	136	130	60-140	4.35	25
Tetrahydrofuran	14	13	15	95	87	60-140	8.81	25
Toluene	20	18	19	108	96	60-140	11.6	25
1,2,4-Trichlorobenzene	51	43	37.6	136	113	60-140	18.6	25
1,1,1-Trichloroethane	26	25	27.6	96	90	60-140	5.74	25
1,1,2-Trichloroethane	34	33	27.6	123	118	60-140	4.51	25
Trichloroethene	31	29	27.6	111	107	60-140	3.97	25
1,2,3-Trichloropropane	28	29	30.64	91	95	60-140	4.02	25
Trichlorofluoromethane	31	31	28.6	108	110	60-140	1.92	25
1,2,4-Trimethylbenzene	29	25	25	116	100	60-140	14.4	25
1,3,5-Trimethylbenzene	27	24	25	108	97	60-140	10.6	25
Vinyl Acetate	15	16	18	82	90	60-140	9.67	25
Vinyl Chloride	9.4	11	13	72	84	60-140	15.8	25
m,p-Xylene	54	46	44	122	104	60-140	15.7	25
o-Xylene	25	22	22	114	100	60-140	13.7	25

(Cont.)



Quality Control Report

Client: Langan
Date Prepared: 12/21/2022 - 12/22/2022
Date Analyzed: 12/21/2022 - 12/22/2022
Instrument: GC29
Matrix: SoilGas
Project: 731764201; 772 Pacific St.

WorkOrder: 2212C27
BatchID: 260782
Extraction Method: TO15
Analytical Method: TO15
Unit: µg/m³
Sample ID: MB/LCS/LCSD-260782

QC Summary Report for TO15

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
Surrogate Recovery								
1,2-DCA-d4	900	900	1000	90	90	70-130	0.482	25
Toluene-d8	950	960	1000	95	96	70-130	1.64	25
4-BFB	940	930	1000	94	93	70-130	0.353	25

McC Campbell Analytical, Inc.



1534 Willow Pass Rd
Pittsburg, CA 94565-1701
(925) 252-9262

☐ WaterTrax ☐ CLIP ☐ EDF

CHAIN-OF-CUSTODY RECORD

Page 1 of 1

WorkOrder: 2212C27

ClientCode: TWRF

☒ EQuIS ☐ Dry-Weight ☒ Email ☐ HardCopy ☐ ThirdParty ☐ J-flag
☐ Detection Summary ☐ Excel

Report to:

Peter Cusack
Langan
135 Main St, Suite 1500
San Francisco, CA 94105
(415) 955-5244 FAX: (415) 955-9041

Email: pcusack@langan.com
cc/3rd Party:
PO:
Project: 731764201; 772 Pacific St.

Bill to:

Accounts Payable
Langan
135 Main St, Suite 1500
San Francisco, CA 94105
Langan_InvoiceCapture@concursolutio

Requested TAT: 5 days;

Date Received: 12/15/2022

Date Logged: 12/16/2022

Lab ID	ClientSampleID	Matrix	Collection Date	Hold	Requested Tests (See legend below)											
					1	2	3	4	5	6	7	8	9	10	11	12
2212C27-001	LB-3-SV	Soil Gas	12/13/2022 00:55	☐	A	A	A	A								
2212C27-002	LB-4-SV	Soil Gas	12/13/2022 00:28	☐	A	A	A	A								
2212C27-003	LB-5-SV	Soil Gas	12/13/2022 00:00	☐	A	A	A	A								
2212C27-004	LB-7-SV	Soil Gas	12/14/2022 01:40	☐	A	A	A	A								

Test Legend:

1	ATMOSPHERICGAS_SG(%)	2	HELIUM_LC_SOILGAS(%)	3	LG_SUMMA_SOILGAS(%)	4	TO15_Scan-SIM_SOIL(UG/M3)
5		6		7		8	
9		10		11		12	

Prepared by: Cassandra Gallegos

The following SampleIDs: 001A, 002A, 003A, 004A contain testgroup TO15He_O2_CO2_Ch4_SG.

Comments:

NOTE: Soil samples are discarded 60 days after receipt unless other arrangements are made (Water samples are 30 days).
Hazardous samples will be returned to client or disposed of at client expense.



WORK ORDER SUMMARY

Client Name: LANGAN
Client Contact: Peter Cusack
Contact's Email: pcusack@langan.com

Project: 731764201; 772 Pacific St.

Work Order: 2212C27

QC Level: LEVEL 2

Date Logged: 12/16/2022

Comments:

☐ WaterTrax ☐ CLIP ☐ EDF ☐ Excel ☒ EQUIS ☒ Email ☐ HardCopy ☐ ThirdParty ☐ J-flag

LabID	ClientSampID	Matrix	Test Name	Containers /Composites	Bottle & Preservative	U**	Head Space	Dry- Weight	Collection Date & Time	TAT	Test Due Date	Sediment Content	Hold	Sub Out
001A	LB-3-SV	Soil Gas	TO15 w/ Helium, O2, CO2 and Methane	1	1L Summa	☐	☐	☐	12/13/2022 0:55	5 days	12/22/2022		☐	☐
002A	LB-4-SV	Soil Gas	TO15 w/ Helium, O2, CO2 and Methane	1	1L Summa	☐	☐	☐	12/13/2022 0:28	5 days	12/22/2022		☐	☐
003A	LB-5-SV	Soil Gas	TO15 w/ Helium, O2, CO2 and Methane	1	1L Summa	☐	☐	☐	12/13/2022	5 days	12/22/2022		☐	☐
004A	LB-7-SV	Soil Gas	TO15 w/ Helium, O2, CO2 and Methane	1	1L Summa	☐	☐	☐	12/14/2022 1:40	5 days	12/22/2022		☐	☐

NOTES: * STLC and TCLP extractions require 2 days to complete; therefore, all TATs begin after the extraction is completed (i.e., One-day TAT yields results in 3 days from sample submission).

- Organic extracts are held for 40 days before disposal; Inorganic extract are held for 30 days.

- MAI assumes that all material present in the provided sampling container is considered part of the sample - MAI does not exclude any material from the sample prior to sample preparation unless requested in writing by the client.

U** = An unpreserved container was received for a method that suggests a preservation in order to extend hold time for analysis.

CHAIN OF CUSTODY RECORD

Page 1 of 1

☒	135 Main Street, Suite 1500, San Francisco, CA 94105
☐	501 14th Street, Third Floor, Oakland, CA 94612
☐	3320 Data Drive, Suite 350, Rancho Cordova, CA 95670-7982
☐	1 Almaden Boulevard, Suite 590, San Jose, CA 95113

772 Pacific St.

734764201

Peter Cusack

Dana Cohen-Kaplan

hera als m

No. Containers

Analysis Requested

Turnaround Time

Standard

[illegible]

*Got Initial/Final pressure off container tags. 12/16/22 CG

Pink Copy - Field

COC Number:



Sample Receipt Checklist

Client Name: Langan
Project: 731764201; 772 Pacific St.

Date and Time Received: 12/15/2022 15:50
Date Logged: 12/16/2022
Received by: Cassandra Gallegos
Logged by: Cassandra Gallegos

WorkOrder No: 2212C27 Matrix: Soil Gas
Carrier: Antonio Mason (MAI Courier)

Chain of Custody (COC) Information

Chain of custody present?	Yes ☒	No ☐	
Chain of custody signed when relinquished and received?	Yes ☒	No ☐	
Chain of custody agrees with sample labels?	Yes ☒	No ☐	
Sample IDs noted by Client on COC?	Yes ☒	No ☐	
Date and Time of collection noted by Client on COC?	Yes ☒	No ☐	
Sampler's name noted on COC?	Yes ☒	No ☐	
COC agrees with Quote?	Yes ☐	No ☐	NA ☒

Sample Receipt Information

Custody seals intact on shipping container/cooler?	Yes ☐	No ☐	NA ☒
Custody seals intact on sample bottles?	Yes ☐	No ☐	NA ☒
Shipping container/cooler in good condition?	Yes ☒	No ☐	
Samples in proper containers/bottles?	Yes ☒	No ☐	
Sample containers intact?	Yes ☒	No ☐	
Sufficient sample volume for indicated test?	Yes ☒	No ☐	

Sample Preservation and Hold Time (HT) Information

All samples received within holding time?	Yes ☒	No ☐	NA ☐
Samples Received on Ice?	Yes ☐	No ☒	

Sample/Temp Blank temperature	Temp:		NA ☒
ZHS conditional analyses: VOA meets zero headspace requirement (VOCs, TPHg/BTEX, RSK)?	Yes ☐	No ☐	NA ☒
Sample labels checked for correct preservation?	Yes ☒	No ☐	
pH acceptable upon receipt (Metal: <2; Nitrate 353.2/4500NO ₃ : <2; 522: <4; 218.7: >8)?	Yes ☐	No ☐	NA ☒

UCMR Samples:

pH tested and acceptable upon receipt (200.7: ≤2; 533: 6 - 8; 537.1: 6 - 8)?	Yes ☐	No ☐	NA ☒
Free Chlorine tested and acceptable upon receipt (<0.1mg/L) [not applicable to 200.7]?	Yes ☐	No ☐	NA ☒

Comments:



Langan
555 Montgomery Street, Suite 1300
San Francisco, California 94111
Tel: 415-955-9040
RE: 772 Pacific Street

Work Order No.: 2212180 Rev: 2

Dear Peter Cusack:

Torrent Laboratory, Inc. received 16 sample(s) on December 15, 2022 for the analyses presented in the following Report.

All data for associated QC met EPA or laboratory specification(s) except where noted in the case narrative.

Torrent Laboratory, Inc. is certified by the State of California, ELAP #1991. If you have any questions regarding these test results, please feel free to contact the Project Management Team at (408)263-5258; ext 204.

A handwritten signature in blue ink, appearing to read "Patti L. Sandrock", is written over a light blue horizontal line.

Patti L Sandrock
QA Officer

December 23, 2022
Date



Date: 12/23/2022

Client: Langan

Project: 772 Pacific Street

Work Order: 2212180

CASE NARRATIVE

Unless otherwise indicated in the following narrative, no issues encountered with the receiving, preparation, analysis or reporting of the results associated with this work order.

Unless otherwise indicated in the following narrative, no results have been method and/or field blank corrected.

Reported results relate only to the items/samples tested by the laboratory.

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Asbestos and acid soluble sulfide were subcontracted to EMSL and McCampbell Analytical respectively. Sub-contract Asbestos data follows as an attachment to the Torrent generated report. Sulfide data will follow under a separate cover.

Analytical Comments for method 6020A, 2212180-001A MS/MSD, QC Preparation Batch ID 1147472, Note: The % recoveries for Cadmium and Vanadium are outside of laboratory control limits but % RPDs are within limits. The associated LCS/LCSD is within both % Recovery and RPD limits. No corrective action required.

The spikes in the MS/MSD for Barium, Copper, Lead and Zinc are not recoverable. The sample concentration is greater than 4X the spike concentration. No corrective action is required.

REVISIONS

Report revised to include sub-contracted Acid Soluble Sulfide data which appears as an attachment to the Torrent generated report

Rev. 1 (1/5/23)

Report revised to include STLC and TCLP data.

STLC

Note: Extraction of 50 g sample / 500g 0.2M Sodium Citrate Solution was performed according to wet extraction procedure (WET) which was rotated in a rotary shaker for 48 hours (+/- 4 hours).

Date Prepared: 12/28/22 at 15:30 to 12/30/22 at 11:30 AM.

TCLP

Note: Extraction of 100 g sample/2000 g TCLP Fluid #1 was performed according to Toxicity Characteristic Leaching Procedure (SW-846 1311TCLP) which was rotated in a rotary shaker @ 32 RPM for 18 hours (+/- 2 hours).

Date Prepared: 12/28/22 at 15:30 to 12/29/22 at 09:00

Rev. 2 (1/9/2023)



Sample Result Summary

Report prepared for: Peter Cusack
Langan

Date Received: 12/15/22

Date Reported: 12/23/22

LB-2-1.5

2212180-001

Parameters:	Analysis Method	DF	MDL	PQL	Results	Unit
Chromium (STLC)	SW6010B-STLC	1	0.010	0.20	0.702	mg/L
Lead (STLC)	SW6010B-STLC	1	0.050	0.20	0.987	mg/L
Antimony	SW6020A	1	0.12	1.0	2.40	mg/Kg
Arsenic	SW6020A	1	0.21	1.0	7.98	mg/Kg
Barium	SW6020A	1	0.84	1.0	195	mg/Kg
Beryllium	SW6020A	1	0.16	1.0	0.224	mg/Kg
Cadmium	SW6020A	1	0.084	1.0	0.312	mg/Kg
Chromium	SW6020A	1	0.097	1.0	64.1	mg/Kg
Cobalt	SW6020A	1	0.21	1.0	3.31	mg/Kg
Copper	SW6020A	1	0.17	2.5	104	mg/Kg
Molybdenum	SW6020A	1	0.13	1.0	0.644	mg/Kg
Nickel	SW6020A	1	1.2	5.0	23.3	mg/Kg
Selenium	SW6020A	1	0.035	1.0	1.56	mg/Kg
Silver	SW6020A	1	0.098	0.50	0.696	mg/Kg
Vanadium	SW6020A	1	0.28	25	35.7	mg/Kg
Zinc	SW6020A	1	0.70	2.5	178	mg/Kg
Lead	SW6020A	2	0.11	2.0	598	mg/Kg
Mercury	SW7471B	5	0.42	2.5	7.6	mg/Kg
TPH as Diesel	SW8015B	1	0.66	2.0	6.95	mg/Kg
TPH as Motor Oil	SW8015B	1	0.76	5.0	43.2	mg/Kg
4,4'-DDE	SW8081B	1	0.61	2.0	0.679	ug/Kg
Naphthalene	SW8270C	1	10.6	144	29.9	ug/Kg
2-Methylnaphthalene	SW8270C	1	10.4	144	13.0	ug/Kg
Acenaphthene	SW8270C	1	10.7	144	10.9	ug/Kg
Dibenzofuran	SW8270C	1	11.2	144	13.0	ug/Kg
Fluorene	SW8270C	1	10.3	144	11.0	ug/Kg
Phenanthrene	SW8270C	1	9.32	144	78.0	ug/Kg
Anthracene	SW8270C	1	8.91	144	16.8	ug/Kg
Carbazole	SW8270C	1	10.7	144	11.9	ug/Kg
Fluoranthene	SW8270C	1	10.0	144	65.4	ug/Kg
Pyrene	SW8270C	1	12.0	144	76.3	ug/Kg
Benzo(a)anthracene	SW8270C	1	9.80	144	31.1	ug/Kg
Chrysene	SW8270C	1	15.2	144	41.9	ug/Kg
Bis(2-Ethylhexyl)phthalate	SW8270C	1	15.3	720	75.5	ug/Kg
Benzo(b)fluorathene	SW8270C	1	12.0	144	36.2	ug/Kg
benzo(k)fluorathene	SW8270C	1	8.16	144	10.4	ug/Kg
Benzo(a)pyrene	SW8270C	1	9.80	144	18.3	ug/Kg
Indeno(1,2,3-c,d)pyrene	SW8270C	1	13.8	144	15.3	ug/Kg
pH in Soil	SW9045D	1	0.10	2.00	5.79	SU



Sample Result Summary

Report prepared for: Peter Cusack
Langan

Date Received: 12/15/22

Date Reported: 12/23/22

LB-2-3.0

2212180-002

<u>Parameters:</u>	<u>Analysis Method</u>	<u>DF</u>	<u>MDL</u>	<u>PQL</u>	<u>Results</u>	<u>Unit</u>
Chromium (STLC)	SW6010B-STLC	1	0.010	0.20	1.71	mg/L
Lead (STLC)	SW6010B-STLC	1	0.050	0.20	1.86	mg/L
Antimony	SW6020A	1	0.12	1.0	0.806	mg/Kg
Arsenic	SW6020A	1	0.21	1.0	8.44	mg/Kg
Barium	SW6020A	1	0.84	1.0	124	mg/Kg
Beryllium	SW6020A	1	0.16	1.0	0.352	mg/Kg
Cadmium	SW6020A	1	0.084	1.0	0.772	mg/Kg
Chromium	SW6020A	1	0.097	1.0	57.3	mg/Kg
Cobalt	SW6020A	1	0.21	1.0	17.0	mg/Kg
Copper	SW6020A	1	0.17	2.5	44.2	mg/Kg
Lead	SW6020A	1	0.054	1.0	113	mg/Kg
Molybdenum	SW6020A	1	0.13	1.0	0.493	mg/Kg
Nickel	SW6020A	1	1.2	5.0	34.6	mg/Kg
Selenium	SW6020A	1	0.035	1.0	2.23	mg/Kg
Silver	SW6020A	1	0.098	0.50	0.587	mg/Kg
Vanadium	SW6020A	1	0.28	25	41.9	mg/Kg
Zinc	SW6020A	2	1.4	5.0	516	mg/Kg
Mercury	SW7471B	2	0.17	1.0	3.9	mg/Kg
TPH as Diesel	SW8015B	1	0.66	2.0	3.77	mg/Kg
TPH as Motor Oil	SW8015B	1	0.76	5.0	16.6	mg/Kg
N-nitroso-di-n-propylamine	SW8270C	1	13.2	144	14.1	ug/Kg
Pyrene	SW8270C	1	12.0	144	17.7	ug/Kg
Bis(2-Ethylhexyl)phthalate	SW8270C	1	15.3	720	30.2	ug/Kg
pH in Soil	SW9045D	1	0.10	2.00	6.72	SU

LB-2-5.0

2212180-003

<u>Parameters:</u>	<u>Analysis Method</u>	<u>DF</u>	<u>MDL</u>	<u>PQL</u>	<u>Results</u>	<u>Unit</u>
Chromium (STLC)	SW6010B-STLC	1	0.010	0.20	0.878	mg/L
Arsenic	SW6020A	1	0.21	1.0	3.18	mg/Kg
Barium	SW6020A	1	0.84	1.0	76.7	mg/Kg
Beryllium	SW6020A	1	0.16	1.0	0.275	mg/Kg
Chromium	SW6020A	1	0.097	1.0	97.0	mg/Kg
Cobalt	SW6020A	1	0.21	1.0	8.66	mg/Kg
Copper	SW6020A	1	0.17	2.5	10.9	mg/Kg
Lead	SW6020A	1	0.054	1.0	4.16	mg/Kg
Molybdenum	SW6020A	1	0.13	1.0	0.196	mg/Kg
Nickel	SW6020A	1	1.2	5.0	45.6	mg/Kg
Selenium	SW6020A	1	0.035	1.0	1.91	mg/Kg
Silver	SW6020A	1	0.098	0.50	0.182	mg/Kg
Vanadium	SW6020A	1	0.28	25	63.8	mg/Kg
Zinc	SW6020A	1	0.70	2.5	143	mg/Kg
Mercury	SW7471B	1	0.083	0.50	0.14	mg/Kg
TPH as Diesel	SW8015B	1	0.66	2.0	2.17	mg/Kg
TPH as Motor Oil	SW8015B	1	0.76	5.0	9.64	mg/Kg
pH in Soil	SW9045D	1	0.10	2.00	6.63	SU



Sample Result Summary

Report prepared for: Peter Cusack
Langan

Date Received: 12/15/22

Date Reported: 12/23/22

LB-3-1.5

2212180-004

<u>Parameters:</u>	<u>Analysis Method</u>	<u>DF</u>	<u>MDL</u>	<u>PQL</u>	<u>Results</u>	<u>Unit</u>
Chromium (STLC)	SW6010B-STLC	1	0.010	0.20	1.51	mg/L
Antimony	SW6020A	1	0.12	1.0	0.149	mg/Kg
Arsenic	SW6020A	1	0.21	1.0	3.31	mg/Kg
Barium	SW6020A	1	0.84	1.0	73.1	mg/Kg
Beryllium	SW6020A	1	0.16	1.0	0.349	mg/Kg
Cadmium	SW6020A	1	0.084	1.0	0.114	mg/Kg
Chromium	SW6020A	1	0.097	1.0	69.4	mg/Kg
Cobalt	SW6020A	1	0.21	1.0	11.6	mg/Kg
Copper	SW6020A	1	0.17	2.5	13.7	mg/Kg
Lead	SW6020A	1	0.054	1.0	40.2	mg/Kg
Molybdenum	SW6020A	1	0.13	1.0	0.255	mg/Kg
Nickel	SW6020A	1	1.2	5.0	40.7	mg/Kg
Selenium	SW6020A	1	0.035	1.0	2.20	mg/Kg
Vanadium	SW6020A	1	0.28	25	54.7	mg/Kg
Zinc	SW6020A	1	0.70	2.5	85.5	mg/Kg
Mercury	SW7471B	1	0.083	0.50	0.34	mg/Kg
TPH as Diesel	SW8015B	1	0.66	2.0	9.63	mg/Kg
TPH as Motor Oil	SW8015B	1	0.76	5.0	8.00	mg/Kg
Pyrene	SW8270C	1	12.0	144	18.6	ug/Kg
Bis(2-Ethylhexyl)phthalate	SW8270C	1	15.3	720	22.4	ug/Kg
pH in Soil	SW9045D	1	0.10	2.00	7.73	SU

LB-3-3.0

2212180-005

<u>Parameters:</u>	<u>Analysis Method</u>	<u>DF</u>	<u>MDL</u>	<u>PQL</u>	<u>Results</u>	<u>Unit</u>
Chromium (STLC)	SW6010B-STLC	1	0.010	0.20	0.387	mg/L
Arsenic	SW6020A	1	0.21	1.0	2.92	mg/Kg
Barium	SW6020A	1	0.84	1.0	62.6	mg/Kg
Beryllium	SW6020A	1	0.16	1.0	0.305	mg/Kg
Chromium	SW6020A	1	0.097	1.0	72.6	mg/Kg
Cobalt	SW6020A	1	0.21	1.0	8.95	mg/Kg
Copper	SW6020A	1	0.17	2.5	10.6	mg/Kg
Lead	SW6020A	1	0.054	1.0	20.9	mg/Kg
Molybdenum	SW6020A	1	0.13	1.0	0.180	mg/Kg
Nickel	SW6020A	1	1.2	5.0	40.1	mg/Kg
Selenium	SW6020A	1	0.035	1.0	1.73	mg/Kg
Vanadium	SW6020A	1	0.28	25	49.3	mg/Kg
Zinc	SW6020A	1	0.70	2.5	52.3	mg/Kg
TPH as Diesel	SW8015B	1	0.66	2.0	4.73	mg/Kg
TPH as Motor Oil	SW8015B	1	0.76	5.0	6.14	mg/Kg
Pyrene	SW8270C	1	12.0	144	13.7	ug/Kg
pH in Soil	SW9045D	1	0.10	2.00	8.65	SU



Sample Result Summary

Report prepared for: Peter Cusack
Langan

Date Received: 12/15/22

Date Reported: 12/23/22

LB-3-5.0

2212180-006

<u>Parameters:</u>	<u>Analysis Method</u>	<u>DF</u>	<u>MDL</u>	<u>PQL</u>	<u>Results</u>	<u>Unit</u>
Chromium (STLC)	SW6010B-STLC	1	0.010	0.20	0.234	mg/L
Arsenic	SW6020A	1	0.21	1.0	3.01	mg/Kg
Barium	SW6020A	1	0.84	1.0	75.2	mg/Kg
Beryllium	SW6020A	1	0.16	1.0	0.329	mg/Kg
Cadmium	SW6020A	1	0.084	1.0	0.0940	mg/Kg
Chromium	SW6020A	1	0.097	1.0	82.2	mg/Kg
Cobalt	SW6020A	1	0.21	1.0	13.1	mg/Kg
Copper	SW6020A	1	0.17	2.5	9.63	mg/Kg
Lead	SW6020A	1	0.054	1.0	4.87	mg/Kg
Molybdenum	SW6020A	1	0.13	1.0	0.152	mg/Kg
Nickel	SW6020A	1	1.2	5.0	61.2	mg/Kg
Selenium	SW6020A	1	0.035	1.0	2.06	mg/Kg
Vanadium	SW6020A	1	0.28	25	58.5	mg/Kg
Zinc	SW6020A	1	0.70	2.5	40.0	mg/Kg
TPH as Diesel	SW8015B	1	0.66	2.0	2.91	mg/Kg
TPH as Motor Oil	SW8015B	1	0.76	5.0	10.4	mg/Kg
Bis(2-Ethylhexyl)phthalate	SW8270C	1	15.3	720	18.6	ug/Kg
pH in Soil	SW9045D	1	0.10	2.00	8.78	SU

LB-4-1.5

2212180-007

<u>Parameters:</u>	<u>Analysis Method</u>	<u>DF</u>	<u>MDL</u>	<u>PQL</u>	<u>Results</u>	<u>Unit</u>
Chromium (STLC)	SW6010B-STLC	1	0.010	0.20	0.462	mg/L
Arsenic	SW6020A	1	0.21	1.0	2.61	mg/Kg
Barium	SW6020A	1	0.84	1.0	65.2	mg/Kg
Beryllium	SW6020A	1	0.16	1.0	0.298	mg/Kg
Chromium	SW6020A	1	0.097	1.0	72.5	mg/Kg
Cobalt	SW6020A	1	0.21	1.0	6.29	mg/Kg
Copper	SW6020A	1	0.17	2.5	7.28	mg/Kg
Lead	SW6020A	1	0.054	1.0	3.25	mg/Kg
Nickel	SW6020A	1	1.2	5.0	36.3	mg/Kg
Selenium	SW6020A	1	0.035	1.0	2.04	mg/Kg
Vanadium	SW6020A	1	0.28	25	50.2	mg/Kg
Zinc	SW6020A	1	0.70	2.5	26.7	mg/Kg
Pyrene	SW8270C	1	12.0	144	14.9	ug/Kg
pH in Soil	SW9045D	1	0.10	2.00	8.40	SU



Sample Result Summary

Report prepared for: Peter Cusack
Langan

Date Received: 12/15/22

Date Reported: 12/23/22

LB-4-3.0

2212180-008

<u>Parameters:</u>	<u>Analysis Method</u>	<u>DF</u>	<u>MDL</u>	<u>PQL</u>	<u>Results</u>	<u>Unit</u>
Arsenic	SW6020A	1	0.21	1.0	3.47	mg/Kg
Barium	SW6020A	1	0.84	1.0	90.1	mg/Kg
Beryllium	SW6020A	1	0.16	1.0	0.340	mg/Kg
Chromium	SW6020A	1	0.097	1.0	86.8	mg/Kg
Cobalt	SW6020A	1	0.21	1.0	10.5	mg/Kg
Copper	SW6020A	1	0.17	2.5	9.32	mg/Kg
Lead	SW6020A	1	0.054	1.0	3.71	mg/Kg
Molybdenum	SW6020A	1	0.13	1.0	0.157	mg/Kg
Nickel	SW6020A	1	1.2	5.0	53.5	mg/Kg
Selenium	SW6020A	1	0.035	1.0	2.39	mg/Kg
Vanadium	SW6020A	1	0.28	25	60.4	mg/Kg
Zinc	SW6020A	1	0.70	2.5	29.4	mg/Kg
pH in Soil	SW9045D	1	0.10	2.00	7.72	SU

LB-4-5.0

2212180-009

<u>Parameters:</u>	<u>Analysis Method</u>	<u>DF</u>	<u>MDL</u>	<u>PQL</u>	<u>Results</u>	<u>Unit</u>
Arsenic	SW6020A	1	0.21	1.0	2.93	mg/Kg
Barium	SW6020A	1	0.84	1.0	57.8	mg/Kg
Beryllium	SW6020A	1	0.16	1.0	0.289	mg/Kg
Chromium	SW6020A	1	0.097	1.0	71.5	mg/Kg
Cobalt	SW6020A	1	0.21	1.0	12.8	mg/Kg
Copper	SW6020A	1	0.17	2.5	7.95	mg/Kg
Lead	SW6020A	1	0.054	1.0	4.85	mg/Kg
Molybdenum	SW6020A	1	0.13	1.0	0.135	mg/Kg
Nickel	SW6020A	1	1.2	5.0	50.7	mg/Kg
Selenium	SW6020A	1	0.035	1.0	1.90	mg/Kg
Vanadium	SW6020A	1	0.28	25	51.3	mg/Kg
Zinc	SW6020A	1	0.70	2.5	27.6	mg/Kg
Bis(2-Ethylhexyl)phthalate	SW8270C	1	15.3	720	22.3	ug/Kg
pH in Soil	SW9045D	1	0.10	2.00	7.50	SU



Sample Result Summary

Report prepared for: Peter Cusack
Langan

Date Received: 12/15/22

Date Reported: 12/23/22

LB-5-1.5

2212180-010

<u>Parameters:</u>	<u>Analysis Method</u>	<u>DF</u>	<u>MDL</u>	<u>PQL</u>	<u>Results</u>	<u>Unit</u>
Lead (STLC)	SW6010B-STLC	1	0.050	0.20	18.5	mg/L
Antimony	SW6020A	1	0.12	1.0	2.43	mg/Kg
Arsenic	SW6020A	1	0.21	1.0	4.14	mg/Kg
Barium	SW6020A	1	0.84	1.0	107	mg/Kg
Beryllium	SW6020A	1	0.16	1.0	0.281	mg/Kg
Cadmium	SW6020A	1	0.084	1.0	0.224	mg/Kg
Chromium	SW6020A	1	0.097	1.0	44.3	mg/Kg
Cobalt	SW6020A	1	0.21	1.0	9.18	mg/Kg
Copper	SW6020A	1	0.17	2.5	15.8	mg/Kg
Lead	SW6020A	1	0.054	1.0	473	mg/Kg
Molybdenum	SW6020A	1	0.13	1.0	0.331	mg/Kg
Nickel	SW6020A	1	1.2	5.0	23.3	mg/Kg
Selenium	SW6020A	1	0.035	1.0	1.57	mg/Kg
Silver	SW6020A	1	0.098	0.50	0.104	mg/Kg
Vanadium	SW6020A	1	0.28	25	38.1	mg/Kg
Zinc	SW6020A	1	0.70	2.5	182	mg/Kg
Mercury	SW7471B	10	0.83	5.0	13	mg/Kg
TPH as Diesel	SW8015B	1	0.66	2.0	3.79	mg/Kg
TPH as Motor Oil	SW8015B	1	0.76	5.0	17.5	mg/Kg
Naphthalene	SW8270C	1	10.6	144	26.2	ug/Kg
Phenanthrene	SW8270C	1	9.32	144	67.3	ug/Kg
Anthracene	SW8270C	1	8.91	144	11.8	ug/Kg
Fluoranthene	SW8270C	1	10.0	144	72.4	ug/Kg
Pyrene	SW8270C	1	12.0	144	81.1	ug/Kg
Benzo(a)anthracene	SW8270C	1	9.80	144	56.5	ug/Kg
Chrysene	SW8270C	1	15.2	144	67.7	ug/Kg
Benzo(b)fluorathene	SW8270C	1	12.0	144	79.7	ug/Kg
benzo(k)fluorathene	SW8270C	1	8.16	144	26.6	ug/Kg
Benzo(a)pyrene	SW8270C	1	9.80	144	79.0	ug/Kg
Indeno(1,2,3-c,d)pyrene	SW8270C	1	13.8	144	63.0	ug/Kg
Benzo(g,h,i)perylene	SW8270C	1	16.7	144	63.0	ug/Kg
pH in Soil	SW9045D	1	0.10	2.00	8.17	SU



Sample Result Summary

Report prepared for: Peter Cusack
Langan

Date Received: 12/15/22

Date Reported: 12/23/22

LB-6-2.0

2212180-011

<u>Parameters:</u>	<u>Analysis Method</u>	<u>DF</u>	<u>MDL</u>	<u>PQL</u>	<u>Results</u>	<u>Unit</u>
Arsenic	SW6020A	1	0.21	1.0	4.14	mg/Kg
Barium	SW6020A	1	0.84	1.0	121	mg/Kg
Beryllium	SW6020A	1	0.16	1.0	0.395	mg/Kg
Chromium	SW6020A	1	0.097	1.0	89.7	mg/Kg
Cobalt	SW6020A	1	0.21	1.0	11.5	mg/Kg
Copper	SW6020A	1	0.17	2.5	10.5	mg/Kg
Lead	SW6020A	1	0.054	1.0	5.81	mg/Kg
Molybdenum	SW6020A	1	0.13	1.0	0.197	mg/Kg
Nickel	SW6020A	1	1.2	5.0	51.7	mg/Kg
Selenium	SW6020A	1	0.035	1.0	2.55	mg/Kg
Vanadium	SW6020A	1	0.28	25	61.4	mg/Kg
Zinc	SW6020A	1	0.70	2.5	28.5	mg/Kg
TPH as Motor Oil	SW8015B	1	0.76	5.0	5.82	mg/Kg
pH in Soil	SW9045D	1	0.10	2.00	8.07	SU

LB-6-3.5

2212180-012

<u>Parameters:</u>	<u>Analysis Method</u>	<u>DF</u>	<u>MDL</u>	<u>PQL</u>	<u>Results</u>	<u>Unit</u>
Arsenic	SW6020A	1	0.21	1.0	3.71	mg/Kg
Barium	SW6020A	1	0.84	1.0	50.7	mg/Kg
Beryllium	SW6020A	1	0.16	1.0	0.246	mg/Kg
Chromium	SW6020A	1	0.097	1.0	103	mg/Kg
Cobalt	SW6020A	1	0.21	1.0	6.20	mg/Kg
Copper	SW6020A	1	0.17	2.5	6.80	mg/Kg
Lead	SW6020A	1	0.054	1.0	2.45	mg/Kg
Nickel	SW6020A	1	1.2	5.0	56.1	mg/Kg
Selenium	SW6020A	1	0.035	1.0	1.91	mg/Kg
Vanadium	SW6020A	1	0.28	25	59.5	mg/Kg
Zinc	SW6020A	1	0.70	2.5	23.9	mg/Kg
pH in Soil	SW9045D	1	0.10	2.00	7.50	SU



Sample Result Summary

Report prepared for: Peter Cusack
Langan

Date Received: 12/15/22

Date Reported: 12/23/22

LB-6-5.0

2212180-013

<u>Parameters:</u>	<u>Analysis Method</u>	<u>DF</u>	<u>MDL</u>	<u>PQL</u>	<u>Results</u>	<u>Unit</u>
Chromium (STLC)	SW6010B-STLC	1	0.010	0.20	0.438	mg/L
Arsenic	SW6020A	1	0.21	1.0	3.61	mg/Kg
Barium	SW6020A	1	0.84	1.0	35.4	mg/Kg
Beryllium	SW6020A	1	0.16	1.0	0.235	mg/Kg
Chromium	SW6020A	1	0.097	1.0	96.2	mg/Kg
Cobalt	SW6020A	1	0.21	1.0	6.61	mg/Kg
Copper	SW6020A	1	0.17	2.5	7.22	mg/Kg
Lead	SW6020A	1	0.054	1.0	3.11	mg/Kg
Nickel	SW6020A	1	1.2	5.0	54.0	mg/Kg
Selenium	SW6020A	1	0.035	1.0	1.73	mg/Kg
Vanadium	SW6020A	1	0.28	25	56.6	mg/Kg
Zinc	SW6020A	1	0.70	2.5	24.0	mg/Kg
TPH as Motor Oil	SW8015B	1	0.76	5.0	6.38	mg/Kg
pH in Soil	SW9045D	1	0.10	2.00	7.25	SU

LB-7-1.5

2212180-014

<u>Parameters:</u>	<u>Analysis Method</u>	<u>DF</u>	<u>MDL</u>	<u>PQL</u>	<u>Results</u>	<u>Unit</u>
Copper (STLC)	SW6010B-STLC	1	0.020	0.20	13.1	mg/L
Lead (STLC)	SW6010B-STLC	1	0.050	0.20	72.7	mg/L
Lead (TCPL)	SW6010B-TCPL	1	0.050	0.20	0.873	mg/L
Antimony	SW6020A	1	0.12	1.0	0.534	mg/Kg
Arsenic	SW6020A	1	0.21	1.0	3.64	mg/Kg
Beryllium	SW6020A	1	0.16	1.0	0.294	mg/Kg
Cadmium	SW6020A	1	0.084	1.0	0.0960	mg/Kg
Chromium	SW6020A	1	0.097	1.0	49.2	mg/Kg
Cobalt	SW6020A	1	0.21	1.0	8.85	mg/Kg
Copper	SW6020A	1	0.17	2.5	141	mg/Kg
Molybdenum	SW6020A	1	0.13	1.0	0.320	mg/Kg
Nickel	SW6020A	1	1.2	5.0	20.9	mg/Kg
Selenium	SW6020A	1	0.035	1.0	1.72	mg/Kg
Silver	SW6020A	1	0.098	0.50	1.70	mg/Kg
Vanadium	SW6020A	1	0.28	25	32.9	mg/Kg
Zinc	SW6020A	1	0.70	2.5	204	mg/Kg
Barium	SW6020A	2	1.7	2.0	576	mg/Kg
Lead	SW6020A	2	0.11	2.0	846	mg/Kg
Mercury	SW7471B	1	0.083	0.50	0.99	mg/Kg
TPH as Diesel	SW8015B	1	0.66	2.0	2.51	mg/Kg
TPH as Motor Oil	SW8015B	1	0.76	5.0	22.4	mg/Kg
Pyrene	SW8270C	1	12.0	144	16.8	ug/Kg
Bis(2-Ethylhexyl)phthalate	SW8270C	1	15.3	720	313	ug/Kg
pH in Soil	SW9045D	1	0.10	2.00	8.19	SU



Sample Result Summary

Report prepared for: Peter Cusack
Langan

Date Received: 12/15/22

Date Reported: 12/23/22

LB-7-3.0

2212180-015

<u>Parameters:</u>	<u>Analysis Method</u>	<u>DF</u>	<u>MDL</u>	<u>PQL</u>	<u>Results</u>	<u>Unit</u>
Arsenic	SW6020A	1	0.21	1.0	3.25	mg/Kg
Barium	SW6020A	1	0.84	1.0	70.6	mg/Kg
Beryllium	SW6020A	1	0.16	1.0	0.399	mg/Kg
Chromium	SW6020A	1	0.097	1.0	75.5	mg/Kg
Cobalt	SW6020A	1	0.21	1.0	4.35	mg/Kg
Copper	SW6020A	1	0.17	2.5	10.1	mg/Kg
Lead	SW6020A	1	0.054	1.0	6.21	mg/Kg
Molybdenum	SW6020A	1	0.13	1.0	0.262	mg/Kg
Nickel	SW6020A	1	1.2	5.0	22.1	mg/Kg
Selenium	SW6020A	1	0.035	1.0	2.24	mg/Kg
Vanadium	SW6020A	1	0.28	25	50.8	mg/Kg
Zinc	SW6020A	1	0.70	2.5	20.5	mg/Kg
TPH as Motor Oil	SW8015B	1	0.76	5.0	6.32	mg/Kg
pH in Soil	SW9045D	1	0.10	2.00	7.40	SU

LB-7-5.0

2212180-016

<u>Parameters:</u>	<u>Analysis Method</u>	<u>DF</u>	<u>MDL</u>	<u>PQL</u>	<u>Results</u>	<u>Unit</u>
Arsenic	SW6020A	1	0.21	1.0	3.13	mg/Kg
Barium	SW6020A	1	0.84	1.0	98.6	mg/Kg
Beryllium	SW6020A	1	0.16	1.0	0.345	mg/Kg
Chromium	SW6020A	1	0.097	1.0	84.5	mg/Kg
Cobalt	SW6020A	1	0.21	1.0	8.05	mg/Kg
Copper	SW6020A	1	0.17	2.5	7.97	mg/Kg
Lead	SW6020A	1	0.054	1.0	10.9	mg/Kg
Nickel	SW6020A	1	1.2	5.0	42.5	mg/Kg
Selenium	SW6020A	1	0.035	1.0	1.90	mg/Kg
Vanadium	SW6020A	1	0.28	25	56.3	mg/Kg
Zinc	SW6020A	1	0.70	2.5	26.0	mg/Kg
TPH as Motor Oil	SW8015B	1	0.76	5.0	5.74	mg/Kg
pH in Soil	SW9045D	1	0.10	2.00	7.12	SU



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-2-1.5	Lab Sample ID:	2212180-001A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 20:17		
SDG:			

Prep Method:	9010P	Prep Batch Date/Time:	12/17/22	8:00:00AM
Prep Batch ID:	1147517	Prep Analyst:	PHUFANO	

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Cyanide, Total	SW9014	1	0.24	1.5	ND		mg/Kg	12/17/22	14:36	PH	471507



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-2-1.5	Lab Sample ID:	2212180-001A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 20:17		
SDG:			

Prep Method:	7471BP	Prep Batch Date/Time:	12/15/22	6:45:00PM
Prep Batch ID:	1147466	Prep Analyst:	TNGO	

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Mercury	SW7471B	5	0.42	2.5	7.6		mg/Kg	12/16/22	11:42	BJAY	471519



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-2-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 20:17
SDG:

Lab Sample ID: 2212180-001A
Sample Matrix: Soil

Prep Method: 6020S-P
Prep Batch ID: 1147472

Prep Batch Date/Time: 12/16/22 10:45:00AM
Prep Analyst: ERAGUDO

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
<i>The results shown below are reported using their MDL.</i>											
Antimony	SW6020A	1	0.12	1.0	2.40		mg/Kg	12/19/22	16:03	ERR	471558
Arsenic	SW6020A	1	0.21	1.0	7.98		mg/Kg	12/19/22	16:03	ERR	471558
Barium	SW6020A	1	0.84	1.0	195		mg/Kg	12/19/22	16:03	ERR	471558
Beryllium	SW6020A	1	0.16	1.0	0.224	J	mg/Kg	12/19/22	16:03	ERR	471558
Cadmium	SW6020A	1	0.084	1.0	0.312	J	mg/Kg	12/19/22	16:03	ERR	471558
Chromium	SW6020A	1	0.097	1.0	64.1		mg/Kg	12/19/22	16:03	ERR	471558
Cobalt	SW6020A	1	0.21	1.0	3.31		mg/Kg	12/19/22	16:03	ERR	471558
Copper	SW6020A	1	0.17	2.5	104		mg/Kg	12/19/22	16:03	ERR	471558
Molybdenum	SW6020A	1	0.13	1.0	0.644	J	mg/Kg	12/19/22	16:03	ERR	471558
Nickel	SW6020A	1	1.2	5.0	23.3		mg/Kg	12/19/22	16:03	ERR	471558
Selenium	SW6020A	1	0.035	1.0	1.56		mg/Kg	12/19/22	16:03	ERR	471558
Silver	SW6020A	1	0.098	0.50	0.696		mg/Kg	12/19/22	16:03	ERR	471558
Thallium	SW6020A	1	0.34	5.0	ND		mg/Kg	12/19/22	16:03	ERR	471558
Vanadium	SW6020A	1	0.28	25	35.7		mg/Kg	12/19/22	16:03	ERR	471558
Zinc	SW6020A	1	0.70	2.5	178		mg/Kg	12/19/22	16:03	ERR	471558



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-2-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 20:17
SDG:

Lab Sample ID: 2212180-001A
Sample Matrix: Soil

Prep Method: 6020S-P
Prep Batch ID: 1147472

Prep Batch Date/Time: 12/16/22 10:45:00AM
Prep Analyst: ERAGUDO

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Lead	SW6020A	2	0.11	2.0	598		mg/Kg	12/20/22	15:59	ERR	471601



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-2-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 20:17
SDG:

Lab Sample ID: 2212180-001A
Sample Matrix: Soil

Prep Method: WET/3010B
Prep Batch ID: 1147721

Prep Batch Date/Time: 12/30/22 12:50:00PM
Prep Analyst: ATRUONG

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
Chromium (STLC)	SW6010B-STL C	1	0.010	0.20	0.702		mg/L	01/03/23	12:35	AT	471719
Lead (STLC)	SW6010B-STL C	1	0.050	0.20	0.987		mg/L	01/03/23	12:35	AT	471719



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-2-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 20:17
SDG:

Lab Sample ID: 2212180-001A
Sample Matrix: Soil

Prep Method: 1311/3010A
Prep Batch ID: 1147709

Prep Batch Date/Time: 12/29/22 4:30:00PM
Prep Analyst: ATRUONG

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
Lead (TCLP)	SW6010B-TCL P	1	0.050	0.20	ND		mg/L	12/30/22	12:33	AT	471711



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-2-1.5	Lab Sample ID:	2212180-001A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 20:17		
SDG:			

Prep Method:	3546_PCB	Prep Batch Date/Time:	12/15/22 11:46:00AM
Prep Batch ID:	1147440	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Aroclor1016	SW8082A	1	35.0	100	ND		ug/Kg	12/16/22	15:00	MK	471516
Aroclor1221	SW8082A	1	5.00	100	ND		ug/Kg	12/16/22	15:00	MK	471516
Aroclor1232	SW8082A	1	17.0	100	ND		ug/Kg	12/16/22	15:00	MK	471516
Aroclor1242	SW8082A	1	3.00	100	ND		ug/Kg	12/16/22	15:00	MK	471516
Aroclor1248	SW8082A	1	2.00	100	ND		ug/Kg	12/16/22	15:00	MK	471516
Aroclor1254	SW8082A	1	14.0	100	ND		ug/Kg	12/16/22	15:00	MK	471516
Aroclor1260	SW8082A	1	24.0	100	ND		ug/Kg	12/16/22	15:00	MK	471516
Acceptance Limits											
TCMX (S)	SW8082A		48 - 125		85.0		%	12/16/22	15:00	MK	471516
DCBP (S)	SW8082A		48 - 135		82.0		%	12/16/22	15:00	MK	471516



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-2-1.5	Lab Sample ID:	2212180-001A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 20:17		
SDG:			

Prep Method: 3546_OCP	Prep Batch Date/Time: 12/16/22 11:32:00AM
Prep Batch ID: 1147477	Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
<i>The results shown below are reported using their MDL.</i>											
alpha-BHC	SW8081B	1	0.25	2.0	ND		ug/Kg	12/17/22	16:16	LA	471572
gamma-BHC (Lindane)	SW8081B	1	0.71	2.0	ND		ug/Kg	12/17/22	16:16	LA	471572
beta-BHC	SW8081B	1	0.44	2.0	ND		ug/Kg	12/17/22	16:16	LA	471572
delta-BHC	SW8081B	1	0.65	2.0	ND		ug/Kg	12/17/22	16:16	LA	471572
Heptachlor	SW8081B	1	0.27	2.0	ND		ug/Kg	12/17/22	16:16	LA	471572
Aldrin	SW8081B	1	0.29	2.0	ND		ug/Kg	12/17/22	16:16	LA	471572
Heptachlor Epoxide	SW8081B	1	0.31	2.0	ND		ug/Kg	12/17/22	16:16	LA	471572
gamma-Chlordane	SW8081B	1	1.5	3.0	ND		ug/Kg	12/17/22	16:16	LA	471572
alpha-Chlordane	SW8081B	1	0.36	2.0	ND		ug/Kg	12/17/22	16:16	LA	471572
4,4'-DDE	SW8081B	1	0.61	2.0	0.679	J	ug/Kg	12/17/22	16:16	LA	471572
Endosulfan I	SW8081B	1	0.29	2.0	ND		ug/Kg	12/17/22	16:16	LA	471572
Dieldrin	SW8081B	1	0.25	2.0	ND		ug/Kg	12/17/22	16:16	LA	471572
Endrin	SW8081B	1	0.79	2.0	ND		ug/Kg	12/17/22	16:16	LA	471572
4,4'-DDD	SW8081B	1	0.64	2.0	ND		ug/Kg	12/17/22	16:16	LA	471572
Endosulfan II	SW8081B	1	0.34	2.0	ND		ug/Kg	12/17/22	16:16	LA	471572
4,4'-DDT	SW8081B	1	0.74	2.0	ND		ug/Kg	12/17/22	16:16	LA	471572
Endrin Aldehyde	SW8081B	1	0.51	2.0	ND		ug/Kg	12/17/22	16:16	LA	471572
Methoxychlor	SW8081B	1	2.6	6.0	ND		ug/Kg	12/17/22	16:16	LA	471572
Endosulfan Sulfate	SW8081B	1	0.51	2.0	ND		ug/Kg	12/17/22	16:16	LA	471572
Endrin Ketone	SW8081B	1	0.43	2.0	ND		ug/Kg	12/17/22	16:16	LA	471572
Chlordane, Technical	SW8081B	1	2.7	20	ND		ug/Kg	12/17/22	16:16	LA	471572
Toxaphene	SW8081B	1	22	50	ND		ug/Kg	12/17/22	16:16	LA	471572
Acceptance Limits											
Tetrachloro-M-Xylene (S)	SW8081B		48 - 125		58.4		%	12/17/22	16:16	LA	471572
Decachlorobiphenyl (S)	SW8081B		38 - 135		65.0		%	12/17/22	16:16	LA	471572



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-2-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 20:17
SDG:

Lab Sample ID: 2212180-001A
Sample Matrix: Soil

Prep Method: 9045C
Prep Batch ID: 1147568

Prep Batch Date/Time: 12/19/22 12:20:00PM
Prep Analyst: ROME

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
pH in Soil	SW9045D	1	0.10	2.00	5.79		SU	12/19/22	12:20	RE	471547



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-2-1.5	Lab Sample ID:	2212180-001A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 20:17		
SDG:			

Prep Method:	3546_BNA	Prep Batch Date/Time:	12/15/22 10:23:00AM
Prep Batch ID:	1147435	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

N-Nitrosodimethylamine	SW8270C	1	46.9	720	ND		ug/Kg	12/22/22	1:40	MK	471614
Phenol	SW8270C	1	43.8	288	ND		ug/Kg	12/22/22	1:40	MK	471614
Bis(2-chloroethyl)ether	SW8270C	1	13.3	144	ND		ug/Kg	12/22/22	1:40	MK	471614
2-Chlorophenol	SW8270C	1	47.7	288	ND		ug/Kg	12/22/22	1:40	MK	471614
1,3-Dichlorobenzene	SW8270C	1	13.1	144	ND		ug/Kg	12/22/22	1:40	MK	471614
1,4-Dichlorobenzene	SW8270C	1	14.6	144	ND		ug/Kg	12/22/22	1:40	MK	471614
Benzyl Alcohol	SW8270C	1	20.5	288	ND		ug/Kg	12/22/22	1:40	MK	471614
1,2-Dichlorobenzene	SW8270C	1	13.5	144	ND		ug/Kg	12/22/22	1:40	MK	471614
2-Methylphenol (o-Cresol)	SW8270C	1	29.3	288	ND		ug/Kg	12/22/22	1:40	MK	471614
N-Methyl-2-Pyrrolidone (NMP)	SW8270C	1	68.0	720	ND		ug/Kg	12/22/22	1:40	MK	471614
3-/4-Methylphenol (p-/m-Cresol)	SW8270C	1	31.3	288	ND		ug/Kg	12/22/22	1:40	MK	471614
N-nitroso-di-n-propylamine	SW8270C	1	13.2	144	ND		ug/Kg	12/22/22	1:40	MK	471614
Hexachloroethane	SW8270C	1	17.1	144	ND		ug/Kg	12/22/22	1:40	MK	471614
Nitrobenzene	SW8270C	1	12.8	144	ND		ug/Kg	12/22/22	1:40	MK	471614
Isophorone	SW8270C	1	12.2	144	ND		ug/Kg	12/22/22	1:40	MK	471614
2-Nitrophenol	SW8270C	1	25.4	288	ND		ug/Kg	12/22/22	1:40	MK	471614
2,4-Dimethylphenol	SW8270C	1	22.8	288	ND		ug/Kg	12/22/22	1:40	MK	471614
Benzoic Acid	SW8270C	1	41.7	288	ND		ug/Kg	12/22/22	1:40	MK	471614
Bis(2-Chloroethoxy)methane	SW8270C	1	9.79	144	ND		ug/Kg	12/22/22	1:40	MK	471614
Bis(2-chloroisopropyl)ether	SW8270C	1	12.6	144	ND		ug/Kg	12/22/22	1:40	MK	471614
2,4-Dichlorophenol	SW8270C	1	39.3	288	ND		ug/Kg	12/22/22	1:40	MK	471614
1,2,4-Trichlorobenzene	SW8270C	1	11.8	144	ND		ug/Kg	12/22/22	1:40	MK	471614
Naphthalene	SW8270C	1	10.6	144	29.9	J	ug/Kg	12/22/22	1:40	MK	471614
2,6-Dichlorophenol	SW8270C	1	35.8	288	ND		ug/Kg	12/22/22	1:40	MK	471614
Hexachloro-1,3-butadiene	SW8270C	1	8.34	144	ND		ug/Kg	12/22/22	1:40	MK	471614
4-Chloro-3-methylphenol	SW8270C	1	33.8	288	ND		ug/Kg	12/22/22	1:40	MK	471614
2-Methylnaphthalene	SW8270C	1	10.4	144	13.0	J	ug/Kg	12/22/22	1:40	MK	471614
1-Methylnaphthalene	SW8270C	1	12.2	144	ND		ug/Kg	12/22/22	1:40	MK	471614
Hexachlorocyclopentadiene	SW8270C	1	12.9	144	ND		ug/Kg	12/22/22	1:40	MK	471614
2,4,6-Trichlorophenol	SW8270C	1	35.9	288	ND		ug/Kg	12/22/22	1:40	MK	471614
2,4,5-Trichlorophenol	SW8270C	1	33.4	288	ND		ug/Kg	12/22/22	1:40	MK	471614
2-Chloronaphthalene	SW8270C	1	10.6	144	ND		ug/Kg	12/22/22	1:40	MK	471614
1,4-Dinitrobenzene	SW8270C	1	10.3	144	ND		ug/Kg	12/22/22	1:40	MK	471614
Dimethyl phthalate	SW8270C	1	14.2	720	ND		ug/Kg	12/22/22	1:40	MK	471614
1,3-Dinitrobenzene	SW8270C	1	10.4	144	ND		ug/Kg	12/22/22	1:40	MK	471614
Acenaphthylene	SW8270C	1	8.28	144	ND		ug/Kg	12/22/22	1:40	MK	471614
2,6-Dinitrotoluene	SW8270C	1	11.3	144	ND		ug/Kg	12/22/22	1:40	MK	471614
1,2-Dinitrobenzene	SW8270C	1	15.8	144	ND		ug/Kg	12/22/22	1:40	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-2-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 20:17
SDG:

Lab Sample ID: 2212180-001A
Sample Matrix: Soil

Prep Method: 3546_BNA
Prep Batch ID: 1147435

Prep Batch Date/Time: 12/15/22 10:23:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Acenaphthene	SW8270C	1	10.7	144	10.9	J	ug/Kg	12/22/22	1:40	MK	471614
2,4-Dinitrophenol	SW8270C	1	77.6	720	ND		ug/Kg	12/22/22	1:40	MK	471614
4-Nitrophenol	SW8270C	1	54.7	720	ND		ug/Kg	12/22/22	1:40	MK	471614
Dibenzofuran	SW8270C	1	11.2	144	13.0	J	ug/Kg	12/22/22	1:40	MK	471614
2,4-Dinitrotoluene	SW8270C	1	12.1	144	ND		ug/Kg	12/22/22	1:40	MK	471614
2,3,5,6-Tetrachlorophenol	SW8270C	1	27.6	288	ND		ug/Kg	12/22/22	1:40	MK	471614
2,3,4,6-Tetrachlorophenol	SW8270C	1	31.5	288	ND		ug/Kg	12/22/22	1:40	MK	471614
Diethylphthalate	SW8270C	1	13.6	720	ND		ug/Kg	12/22/22	1:40	MK	471614
Fluorene	SW8270C	1	10.3	144	11.0	J	ug/Kg	12/22/22	1:40	MK	471614
4-Chlorophenyl-phenylether	SW8270C	1	9.32	144	ND		ug/Kg	12/22/22	1:40	MK	471614
4,6-Dinitro-2-methylphenol	SW8270C	1	13.4	288	ND		ug/Kg	12/22/22	1:40	MK	471614
Diphenylamine	SW8270C	1	13.0	144	ND		ug/Kg	12/22/22	1:40	MK	471614
Azobenzene	SW8270C	1	114	144	ND		ug/Kg	12/22/22	1:40	MK	471614
4-Bromophenyl-phenylether	SW8270C	1	8.23	144	ND		ug/Kg	12/22/22	1:40	MK	471614
Hexachlorobenzene	SW8270C	1	8.66	144	ND		ug/Kg	12/22/22	1:40	MK	471614
Pentachlorophenol	SW8270C	1	25.0	288	ND		ug/Kg	12/22/22	1:40	MK	471614
Phenanthrene	SW8270C	1	9.32	144	78.0	J	ug/Kg	12/22/22	1:40	MK	471614
Anthracene	SW8270C	1	8.91	144	16.8	J	ug/Kg	12/22/22	1:40	MK	471614
Carbazole	SW8270C	1	10.7	144	11.9	J	ug/Kg	12/22/22	1:40	MK	471614
Di-n-butylphthalate	SW8270C	1	13.5	144	ND		ug/Kg	12/22/22	1:40	MK	471614
Fluoranthene	SW8270C	1	10.0	144	65.4	J	ug/Kg	12/22/22	1:40	MK	471614
Benzidine	SW8270C	1	147	144	ND		ug/Kg	12/22/22	1:40	MK	471614
Pyrene	SW8270C	1	12.0	144	76.3	J	ug/Kg	12/22/22	1:40	MK	471614
Butylbenzylphthalate	SW8270C	1	21.0	720	ND		ug/Kg	12/22/22	1:40	MK	471614
Benzo(a)anthracene	SW8270C	1	9.80	144	31.1	J	ug/Kg	12/22/22	1:40	MK	471614
3,3-Dichlorobenzidine	SW8270C	1	118	144	ND		ug/Kg	12/22/22	1:40	MK	471614
Chrysene	SW8270C	1	15.2	144	41.9	J	ug/Kg	12/22/22	1:40	MK	471614
Bis(2-Ethylhexyl)phthalate	SW8270C	1	15.3	720	75.5	J	ug/Kg	12/22/22	1:40	MK	471614
Di-n-Octylphthalate	SW8270C	1	12.3	144	ND		ug/Kg	12/22/22	1:40	MK	471614
Benzo(b)fluorathene	SW8270C	1	12.0	144	36.2	J	ug/Kg	12/22/22	1:40	MK	471614
benzo(k)fluorathene	SW8270C	1	8.16	144	10.4	J	ug/Kg	12/22/22	1:40	MK	471614
Benzo(a)pyrene	SW8270C	1	9.80	144	18.3	J	ug/Kg	12/22/22	1:40	MK	471614
Indeno(1,2,3-c,d)pyrene	SW8270C	1	13.8	144	15.3	J	ug/Kg	12/22/22	1:40	MK	471614
Dibenzo(a,h)anthracene	SW8270C	1	12.7	144	ND		ug/Kg	12/22/22	1:40	MK	471614
Benzo(g,h,i)perylene	SW8270C	1	16.7	144	ND		ug/Kg	12/22/22	1:40	MK	471614
Pyridine	SW8270C	1	43.8	720	ND		ug/Kg	12/22/22	1:40	MK	471614
Acceptance Limits											
2-Fluorophenol (S)	SW8270C		25 - 121		73.0		%	12/22/22	1:40	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-2-1.5	Lab Sample ID:	2212180-001A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 20:17		
SDG:			

Prep Method:	3546_BNA	Prep Batch Date/Time:	12/15/22 10:23:00AM
Prep Batch ID:	1147435	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Phenol-d6 (S)	SW8270C		24 - 113		72.3		%	12/22/22	1:40	MK	471614
2,4,6-Tribromophenol (S)	SW8270C		19 - 122		70.8		%	12/22/22	1:40	MK	471614
2-Fluorobiphenyl (S)	SW8270C		45 - 143		72.0		%	12/22/22	1:40	MK	471614
Nitrobenzene-d5 (S)	SW8270C		23 - 120		74.4		%	12/22/22	1:40	MK	471614
p-Terphenyl-d14 (S)	SW8270C		18 - 137		70.7		%	12/22/22	1:40	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-2-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 20:17
SDG:

Lab Sample ID: 2212180-001A
Sample Matrix: Soil

Prep Method: 3546_TPH
Prep Batch ID: 1147438

Prep Batch Date/Time: 12/15/22 11:23:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
TPH as Diesel	SW8015B	1	0.66	2.0	6.95	x	mg/Kg	12/16/22	13:12	SN	471562
TPH as Motor Oil	SW8015B	1	0.76	5.0	43.2		mg/Kg	12/16/22	13:12	SN	471562
Acceptance Limits					72.1		%	12/16/22	13:12	SN	471562
Pentacosane (S)	SW8015B		45 - 130								

NOTE: x-Diesel value the result of overlap of Oil range into Diesel range



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-2-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 20:17
SDG:

Lab Sample ID: 2212180-001A
Sample Matrix: Soil

Prep Method: 5035
Prep Batch ID: 1147485

Prep Batch Date/Time: 12/15/22 10:59:00AM
Prep Analyst: HYYAS

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Dichlorodifluoromethane	SW8260B	1	1.2	10	ND		ug/Kg	12/15/22	15:24	HV	471486
Chloromethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	15:24	HV	471486
Vinyl Chloride	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	15:24	HV	471486
Bromomethane	SW8260B	1	2.7	10	ND		ug/Kg	12/15/22	15:24	HV	471486
Chloroethane	SW8260B	1	3.0	10	ND		ug/Kg	12/15/22	15:24	HV	471486
Trichlorofluoromethane	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	15:24	HV	471486
1,1-Dichloroethene	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	15:24	HV	471486
Freon 113	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	15:24	HV	471486
Methylene Chloride	SW8260B	1	7.1	10	ND		ug/Kg	12/15/22	15:24	HV	471486
trans-1,2-Dichloroethene	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	15:24	HV	471486
MTBE	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	15:24	HV	471486
TBA	SW8260B	1	12	50	ND		ug/Kg	12/15/22	15:24	HV	471486
Diisopropyl ether	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	15:24	HV	471486
1,1-Dichloroethane	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	15:24	HV	471486
Ethyl tert-Butyl ether	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	15:24	HV	471486
cis-1,2-Dichloroethene	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	15:24	HV	471486
2,2-Dichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	15:24	HV	471486
Bromochloromethane	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	15:24	HV	471486
Chloroform	SW8260B	1	2.4	10	ND		ug/Kg	12/15/22	15:24	HV	471486
Carbon Tetrachloride	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	15:24	HV	471486
1,1,1-Trichloroethane	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	15:24	HV	471486
1,1-Dichloropropene	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	15:24	HV	471486
Benzene	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	15:24	HV	471486
TAME	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	15:24	HV	471486
1,2-Dichloroethane	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	15:24	HV	471486
Trichloroethene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	15:24	HV	471486
Dibromomethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	15:24	HV	471486
1,2-Dichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	15:24	HV	471486
Bromodichloromethane	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	15:24	HV	471486
cis-1,3-Dichloropropene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	15:24	HV	471486
Toluene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	15:24	HV	471486
Tetrachloroethene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	15:24	HV	471486
trans-1,3-Dichloropropene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	15:24	HV	471486
1,1,2-Trichloroethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	15:24	HV	471486
Dibromochloromethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	15:24	HV	471486
1,3-Dichloropropane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	15:24	HV	471486
1,2-Dibromoethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	15:24	HV	471486
Chlorobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	15:24	HV	471486



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-2-1.5	Lab Sample ID:	2212180-001A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 20:17		
SDG:			

Prep Method: 5035	Prep Batch Date/Time: 12/15/22 10:59:00AM
Prep Batch ID: 1147485	Prep Analyst: HVYAS

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Ethylbenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	15:24	HV	471486
1,1,1,2-Tetrachloroethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	15:24	HV	471486
m,p-Xylene	SW8260B	1	3.2	10	ND		ug/Kg	12/15/22	15:24	HV	471486
o-Xylene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	15:24	HV	471486
Styrene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	15:24	HV	471486
Bromoform	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	15:24	HV	471486
Isopropyl Benzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	15:24	HV	471486
n-Propylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	15:24	HV	471486
Bromobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	15:24	HV	471486
1,1,2,2-Tetrachloroethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	15:24	HV	471486
2-Chlorotoluene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	15:24	HV	471486
1,3,5-Trimethylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	15:24	HV	471486
1,2,3-Trichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	15:24	HV	471486
4-Chlorotoluene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	15:24	HV	471486
tert-Butylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	15:24	HV	471486
1,2,4-Trimethylbenzene	SW8260B	1	1.4	10	ND		ug/Kg	12/15/22	15:24	HV	471486
sec-Butyl Benzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	15:24	HV	471486
p-Isopropyltoluene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	15:24	HV	471486
1,3-Dichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	15:24	HV	471486
1,4-Dichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	15:24	HV	471486
n-Butylbenzene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	15:24	HV	471486
1,2-Dichlorobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	15:24	HV	471486
1,2-Dibromo-3-Chloropropane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	15:24	HV	471486
Hexachlorobutadiene	SW8260B	1	1.4	10	ND		ug/Kg	12/15/22	15:24	HV	471486
1,2,4-Trichlorobenzene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	15:24	HV	471486
Naphthalene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	15:24	HV	471486
1,2,3-Trichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	15:24	HV	471486
2-Butanone	SW8260B	1	2.3	10.0	ND		ug/Kg	12/15/22	15:24	HV	471486
(S) Dibromofluoromethane	SW8260B		59.8 - 148		83.3		%	12/15/22	15:24	HV	471486
(S) Toluene-d8	SW8260B		55.2 - 133		77.7		%	12/15/22	15:24	HV	471486
(S) 4-Bromofluorobenzene	SW8260B		55.8 - 141		79.4		%	12/15/22	15:24	HV	471486



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-2-1.5	Lab Sample ID:	2212180-001A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 20:17		
SDG:			

Prep Method:	5035GRO	Prep Batch Date/Time:	12/15/22 10:59:00AM
Prep Batch ID:	1147488	Prep Analyst:	HVYAS

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
TPH as Gasoline	SW8260B(TPH)	1	43	100	ND		ug/Kg	12/15/22	15:24	HV	471486
(S) 4-Bromofluorobenzene	SW8260B(TPH)		43.9 - 127		97.1		%	12/15/22	15:24	HV	471486



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-2-3.0	Lab Sample ID:	2212180-002A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 20:20		
SDG:			

Prep Method:	9010P	Prep Batch Date/Time:	12/17/22	8:00:00AM
Prep Batch ID:	1147517	Prep Analyst:	PHUFANO	

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Cyanide, Total	SW9014	1	0.24	1.5	ND		mg/Kg	12/17/22	14:36	PH	471507



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-2-3.0	Lab Sample ID:	2212180-002A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 20:20		
SDG:			

Prep Method:	7471BP	Prep Batch Date/Time:	12/15/22	6:45:00PM
Prep Batch ID:	1147466	Prep Analyst:	TNGO	

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Mercury	SW7471B	2	0.17	1.0	3.9		mg/Kg	12/16/22	11:45	BJAY	471519



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-2-3.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 20:20
SDG:

Lab Sample ID: 2212180-002A
Sample Matrix: Soil

Prep Method: 6020S-P
Prep Batch ID: 1147472

Prep Batch Date/Time: 12/16/22 10:45:00AM
Prep Analyst: ERAGUDO

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
<i>The results shown below are reported using their MDL.</i>											
Antimony	SW6020A	1	0.12	1.0	0.806	J	mg/Kg	12/19/22	16:17	ERR	471558
Arsenic	SW6020A	1	0.21	1.0	8.44		mg/Kg	12/19/22	16:17	ERR	471558
Barium	SW6020A	1	0.84	1.0	124		mg/Kg	12/19/22	16:17	ERR	471558
Beryllium	SW6020A	1	0.16	1.0	0.352	J	mg/Kg	12/19/22	16:17	ERR	471558
Cadmium	SW6020A	1	0.084	1.0	0.772	J	mg/Kg	12/19/22	16:17	ERR	471558
Chromium	SW6020A	1	0.097	1.0	57.3		mg/Kg	12/19/22	16:17	ERR	471558
Cobalt	SW6020A	1	0.21	1.0	17.0		mg/Kg	12/19/22	16:17	ERR	471558
Copper	SW6020A	1	0.17	2.5	44.2		mg/Kg	12/19/22	16:17	ERR	471558
Lead	SW6020A	1	0.054	1.0	113		mg/Kg	12/19/22	16:17	ERR	471558
Molybdenum	SW6020A	1	0.13	1.0	0.493	J	mg/Kg	12/19/22	16:17	ERR	471558
Nickel	SW6020A	1	1.2	5.0	34.6		mg/Kg	12/19/22	16:17	ERR	471558
Selenium	SW6020A	1	0.035	1.0	2.23		mg/Kg	12/19/22	16:17	ERR	471558
Silver	SW6020A	1	0.098	0.50	0.587		mg/Kg	12/19/22	16:17	ERR	471558
Thallium	SW6020A	1	0.34	5.0	ND		mg/Kg	12/19/22	16:17	ERR	471558
Vanadium	SW6020A	1	0.28	25	41.9		mg/Kg	12/19/22	16:17	ERR	471558



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-2-3.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 20:20
SDG:

Lab Sample ID: 2212180-002A
Sample Matrix: Soil

Prep Method: 6020S-P
Prep Batch ID: 1147472

Prep Batch Date/Time: 12/16/22 10:45:00AM
Prep Analyst: ERAGUDO

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Zinc	SW6020A	2	1.4	5.0	516		mg/Kg	12/19/22	18:48	ERR	471558



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-2-3.0	Lab Sample ID:	2212180-002A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 20:20		
SDG:			

Prep Method:	WET/3010B	Prep Batch Date/Time:	12/30/22 12:50:00PM
Prep Batch ID:	1147721	Prep Analyst:	ATRUONG

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
Chromium (STLC)	SW6010B-STL C	1	0.010	0.20	1.71		mg/L	01/03/23	12:37	AT	471719
Lead (STLC)	SW6010B-STL C	1	0.050	0.20	1.86		mg/L	01/03/23	12:37	AT	471719



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-2-3.0	Lab Sample ID:	2212180-002A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 20:20		
SDG:			

Prep Method:	3546_PCB	Prep Batch Date/Time:	12/15/22 11:46:00AM
Prep Batch ID:	1147440	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Aroclor1016	SW8082A	1	35.0	100	ND		ug/Kg	12/16/22	15:16	MK	471516
Aroclor1221	SW8082A	1	5.00	100	ND		ug/Kg	12/16/22	15:16	MK	471516
Aroclor1232	SW8082A	1	17.0	100	ND		ug/Kg	12/16/22	15:16	MK	471516
Aroclor1242	SW8082A	1	3.00	100	ND		ug/Kg	12/16/22	15:16	MK	471516
Aroclor1248	SW8082A	1	2.00	100	ND		ug/Kg	12/16/22	15:16	MK	471516
Aroclor1254	SW8082A	1	14.0	100	ND		ug/Kg	12/16/22	15:16	MK	471516
Aroclor1260	SW8082A	1	24.0	100	ND		ug/Kg	12/16/22	15:16	MK	471516
Acceptance Limits											
TCMX (S)	SW8082A		48 - 125		59.0		%	12/16/22	15:16	MK	471516
DCBP (S)	SW8082A		48 - 135		60.0		%	12/16/22	15:16	MK	471516



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-2-3.0	Lab Sample ID:	2212180-002A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 20:20		
SDG:			

Prep Method:	3546_OCP	Prep Batch Date/Time:	12/16/22 11:32:00AM
Prep Batch ID:	1147477	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

alpha-BHC	SW8081B	1	0.25	2.0	ND		ug/Kg	12/17/22	16:29	LA	471572
gamma-BHC (Lindane)	SW8081B	1	0.71	2.0	ND		ug/Kg	12/17/22	16:29	LA	471572
beta-BHC	SW8081B	1	0.44	2.0	ND		ug/Kg	12/17/22	16:29	LA	471572
delta-BHC	SW8081B	1	0.65	2.0	ND		ug/Kg	12/17/22	16:29	LA	471572
Heptachlor	SW8081B	1	0.27	2.0	ND		ug/Kg	12/17/22	16:29	LA	471572
Aldrin	SW8081B	1	0.29	2.0	ND		ug/Kg	12/17/22	16:29	LA	471572
Heptachlor Epoxide	SW8081B	1	0.31	2.0	ND		ug/Kg	12/17/22	16:29	LA	471572
gamma-Chlordane	SW8081B	1	1.5	3.0	ND		ug/Kg	12/17/22	16:29	LA	471572
alpha-Chlordane	SW8081B	1	0.36	2.0	ND		ug/Kg	12/17/22	16:29	LA	471572
4,4'-DDE	SW8081B	1	0.61	2.0	ND		ug/Kg	12/17/22	16:29	LA	471572
Endosulfan I	SW8081B	1	0.29	2.0	ND		ug/Kg	12/17/22	16:29	LA	471572
Dieldrin	SW8081B	1	0.25	2.0	ND		ug/Kg	12/17/22	16:29	LA	471572
Endrin	SW8081B	1	0.79	2.0	ND		ug/Kg	12/17/22	16:29	LA	471572
4,4'-DDD	SW8081B	1	0.64	2.0	ND		ug/Kg	12/17/22	16:29	LA	471572
Endosulfan II	SW8081B	1	0.34	2.0	ND		ug/Kg	12/17/22	16:29	LA	471572
4,4'-DDT	SW8081B	1	0.74	2.0	ND		ug/Kg	12/17/22	16:29	LA	471572
Endrin Aldehyde	SW8081B	1	0.51	2.0	ND		ug/Kg	12/17/22	16:29	LA	471572
Methoxychlor	SW8081B	1	2.6	6.0	ND		ug/Kg	12/17/22	16:29	LA	471572
Endosulfan Sulfate	SW8081B	1	0.51	2.0	ND		ug/Kg	12/17/22	16:29	LA	471572
Endrin Ketone	SW8081B	1	0.43	2.0	ND		ug/Kg	12/17/22	16:29	LA	471572
Chlordane, Technical	SW8081B	1	2.7	20	ND		ug/Kg	12/17/22	16:29	LA	471572
Toxaphene	SW8081B	1	22	50	ND		ug/Kg	12/17/22	16:29	LA	471572

Acceptance Limits

Tetrachloro-M-Xylene (S)	SW8081B		48 - 125	34.7	S	%	12/17/22	16:29	LA	471572
Decachlorobiphenyl (S)	SW8081B		38 - 135	41.6		%	12/17/22	16:29	LA	471572

NOTE: S-surrogate outside of control limits due to matrix interference



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-2-3.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 20:20
SDG:

Lab Sample ID: 2212180-002A
Sample Matrix: Soil

Prep Method: 9045C
Prep Batch ID: 1147568

Prep Batch Date/Time: 12/19/22 12:20:00PM
Prep Analyst: ROME

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
pH in Soil	SW9045D	1	0.10	2.00	6.72		SU	12/19/22	12:20	RE	471547



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-2-3.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 20:20
SDG:

Lab Sample ID: 2212180-002A
Sample Matrix: Soil

Prep Method: 3546_BNA
Prep Batch ID: 1147435

Prep Batch Date/Time: 12/15/22 10:23:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

N-Nitrosodimethylamine	SW8270C	1	46.9	720	ND		ug/Kg	12/22/22	2:08	MK	471614
Phenol	SW8270C	1	43.8	288	ND		ug/Kg	12/22/22	2:08	MK	471614
Bis(2-chloroethyl)ether	SW8270C	1	13.3	144	ND		ug/Kg	12/22/22	2:08	MK	471614
2-Chlorophenol	SW8270C	1	47.7	288	ND		ug/Kg	12/22/22	2:08	MK	471614
1,3-Dichlorobenzene	SW8270C	1	13.1	144	ND		ug/Kg	12/22/22	2:08	MK	471614
1,4-Dichlorobenzene	SW8270C	1	14.6	144	ND		ug/Kg	12/22/22	2:08	MK	471614
Benzyl Alcohol	SW8270C	1	20.5	288	ND		ug/Kg	12/22/22	2:08	MK	471614
1,2-Dichlorobenzene	SW8270C	1	13.5	144	ND		ug/Kg	12/22/22	2:08	MK	471614
2-Methylphenol (o-Cresol)	SW8270C	1	29.3	288	ND		ug/Kg	12/22/22	2:08	MK	471614
N-Methyl-2-Pyrrolidone (NMP)	SW8270C	1	68.0	720	ND		ug/Kg	12/22/22	2:08	MK	471614
3-/4-Methylphenol (p-/m-Cresol)	SW8270C	1	31.3	288	ND		ug/Kg	12/22/22	2:08	MK	471614
N-nitroso-di-n-propylamine	SW8270C	1	13.2	144	14.1	J	ug/Kg	12/22/22	2:08	MK	471614
Hexachloroethane	SW8270C	1	17.1	144	ND		ug/Kg	12/22/22	2:08	MK	471614
Nitrobenzene	SW8270C	1	12.8	144	ND		ug/Kg	12/22/22	2:08	MK	471614
Isophorone	SW8270C	1	12.2	144	ND		ug/Kg	12/22/22	2:08	MK	471614
2-Nitrophenol	SW8270C	1	25.4	288	ND		ug/Kg	12/22/22	2:08	MK	471614
2,4-Dimethylphenol	SW8270C	1	22.8	288	ND		ug/Kg	12/22/22	2:08	MK	471614
Benzoic Acid	SW8270C	1	41.7	288	ND		ug/Kg	12/22/22	2:08	MK	471614
Bis(2-Chloroethoxy)methane	SW8270C	1	9.79	144	ND		ug/Kg	12/22/22	2:08	MK	471614
Bis(2-chloroisopropyl)ether	SW8270C	1	12.6	144	ND		ug/Kg	12/22/22	2:08	MK	471614
2,4-Dichlorophenol	SW8270C	1	39.3	288	ND		ug/Kg	12/22/22	2:08	MK	471614
1,2,4-Trichlorobenzene	SW8270C	1	11.8	144	ND		ug/Kg	12/22/22	2:08	MK	471614
Naphthalene	SW8270C	1	10.6	144	ND		ug/Kg	12/22/22	2:08	MK	471614
2,6-Dichlorophenol	SW8270C	1	35.8	288	ND		ug/Kg	12/22/22	2:08	MK	471614
Hexachloro-1,3-butadiene	SW8270C	1	8.34	144	ND		ug/Kg	12/22/22	2:08	MK	471614
4-Chloro-3-methylphenol	SW8270C	1	33.8	288	ND		ug/Kg	12/22/22	2:08	MK	471614
2-Methylnaphthalene	SW8270C	1	10.4	144	ND		ug/Kg	12/22/22	2:08	MK	471614
1-Methylnaphthalene	SW8270C	1	12.2	144	ND		ug/Kg	12/22/22	2:08	MK	471614
Hexachlorocyclopentadiene	SW8270C	1	12.9	144	ND		ug/Kg	12/22/22	2:08	MK	471614
2,4,6-Trichlorophenol	SW8270C	1	35.9	288	ND		ug/Kg	12/22/22	2:08	MK	471614
2,4,5-Trichlorophenol	SW8270C	1	33.4	288	ND		ug/Kg	12/22/22	2:08	MK	471614
2-Chloronaphthalene	SW8270C	1	10.6	144	ND		ug/Kg	12/22/22	2:08	MK	471614
1,4-Dinitrobenzene	SW8270C	1	10.3	144	ND		ug/Kg	12/22/22	2:08	MK	471614
Dimethyl phthalate	SW8270C	1	14.2	720	ND		ug/Kg	12/22/22	2:08	MK	471614
1,3-Dinitrobenzene	SW8270C	1	10.4	144	ND		ug/Kg	12/22/22	2:08	MK	471614
Acenaphthylene	SW8270C	1	8.28	144	ND		ug/Kg	12/22/22	2:08	MK	471614
2,6-Dinitrotoluene	SW8270C	1	11.3	144	ND		ug/Kg	12/22/22	2:08	MK	471614
1,2-Dinitrobenzene	SW8270C	1	15.8	144	ND		ug/Kg	12/22/22	2:08	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-2-3.0	Lab Sample ID:	2212180-002A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 20:20		
SDG:			

Prep Method: 3546_BNA	Prep Batch Date/Time: 12/15/22 10:23:00AM
Prep Batch ID: 1147435	Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Acenaphthene	SW8270C	1	10.7	144	ND		ug/Kg	12/22/22	2:08	MK	471614
2,4-Dinitrophenol	SW8270C	1	77.6	720	ND		ug/Kg	12/22/22	2:08	MK	471614
4-Nitrophenol	SW8270C	1	54.7	720	ND		ug/Kg	12/22/22	2:08	MK	471614
Dibenzofuran	SW8270C	1	11.2	144	ND		ug/Kg	12/22/22	2:08	MK	471614
2,4-Dinitrotoluene	SW8270C	1	12.1	144	ND		ug/Kg	12/22/22	2:08	MK	471614
2,3,5,6-Tetrachlorophenol	SW8270C	1	27.6	288	ND		ug/Kg	12/22/22	2:08	MK	471614
2,3,4,6-Tetrachlorophenol	SW8270C	1	31.5	288	ND		ug/Kg	12/22/22	2:08	MK	471614
Diethylphthalate	SW8270C	1	13.6	720	ND		ug/Kg	12/22/22	2:08	MK	471614
Fluorene	SW8270C	1	10.3	144	ND		ug/Kg	12/22/22	2:08	MK	471614
4-Chlorophenyl-phenylether	SW8270C	1	9.32	144	ND		ug/Kg	12/22/22	2:08	MK	471614
4,6-Dinitro-2-methylphenol	SW8270C	1	13.4	288	ND		ug/Kg	12/22/22	2:08	MK	471614
Diphenylamine	SW8270C	1	13.0	144	ND		ug/Kg	12/22/22	2:08	MK	471614
Azobenzene	SW8270C	1	114	144	ND		ug/Kg	12/22/22	2:08	MK	471614
4-Bromophenyl-phenylether	SW8270C	1	8.23	144	ND		ug/Kg	12/22/22	2:08	MK	471614
Hexachlorobenzene	SW8270C	1	8.66	144	ND		ug/Kg	12/22/22	2:08	MK	471614
Pentachlorophenol	SW8270C	1	25.0	288	ND		ug/Kg	12/22/22	2:08	MK	471614
Phenanthrene	SW8270C	1	9.32	144	ND		ug/Kg	12/22/22	2:08	MK	471614
Anthracene	SW8270C	1	8.91	144	ND		ug/Kg	12/22/22	2:08	MK	471614
Carbazole	SW8270C	1	10.7	144	ND		ug/Kg	12/22/22	2:08	MK	471614
Di-n-butylphthalate	SW8270C	1	13.5	144	ND		ug/Kg	12/22/22	2:08	MK	471614
Fluoranthene	SW8270C	1	10.0	144	ND		ug/Kg	12/22/22	2:08	MK	471614
Benzidine	SW8270C	1	147	144	ND		ug/Kg	12/22/22	2:08	MK	471614
Pyrene	SW8270C	1	12.0	144	17.7	J	ug/Kg	12/22/22	2:08	MK	471614
Butylbenzylphthalate	SW8270C	1	21.0	720	ND		ug/Kg	12/22/22	2:08	MK	471614
Benzo(a)anthracene	SW8270C	1	9.80	144	ND		ug/Kg	12/22/22	2:08	MK	471614
3,3-Dichlorobenzidine	SW8270C	1	118	144	ND		ug/Kg	12/22/22	2:08	MK	471614
Chrysene	SW8270C	1	15.2	144	ND		ug/Kg	12/22/22	2:08	MK	471614
Bis(2-Ethylhexyl)phthalate	SW8270C	1	15.3	720	30.2	J	ug/Kg	12/22/22	2:08	MK	471614
Di-n-Octylphthalate	SW8270C	1	12.3	144	ND		ug/Kg	12/22/22	2:08	MK	471614
Benzo(b)fluorathene	SW8270C	1	12.0	144	ND		ug/Kg	12/22/22	2:08	MK	471614
benzo(k)fluorathene	SW8270C	1	8.16	144	ND		ug/Kg	12/22/22	2:08	MK	471614
Benzo(a)pyrene	SW8270C	1	9.80	144	ND		ug/Kg	12/22/22	2:08	MK	471614
Indeno(1,2,3-c,d)pyrene	SW8270C	1	13.8	144	ND		ug/Kg	12/22/22	2:08	MK	471614
Dibenzo(a,h)anthracene	SW8270C	1	12.7	144	ND		ug/Kg	12/22/22	2:08	MK	471614
Benzo(g,h,i)perylene	SW8270C	1	16.7	144	ND		ug/Kg	12/22/22	2:08	MK	471614
Pyridine	SW8270C	1	43.8	720	ND		ug/Kg	12/22/22	2:08	MK	471614
Acceptance Limits											
2-Fluorophenol (S)	SW8270C		25 - 121		53.8		%	12/22/22	2:08	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-2-3.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 20:20
SDG:

Lab Sample ID: 2212180-002A
Sample Matrix: Soil

Prep Method: 3546_BNA
Prep Batch ID: 1147435

Prep Batch Date/Time: 12/15/22 10:23:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Phenol-d6 (S)	SW8270C	24 - 113	61.8	%	12/22/22	2:08	MK	471614
2,4,6-Tribromophenol (S)	SW8270C	19 - 122	65.5	%	12/22/22	2:08	MK	471614
2-Fluorobiphenyl (S)	SW8270C	45 - 143	63.2	%	12/22/22	2:08	MK	471614
Nitrobenzene-d5 (S)	SW8270C	23 - 120	49.4	%	12/22/22	2:08	MK	471614
p-Terphenyl-d14 (S)	SW8270C	18 - 137	72.4	%	12/22/22	2:08	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-2-3.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 20:20
SDG:

Lab Sample ID: 2212180-002A
Sample Matrix: Soil

Prep Method: 3546_TPH
Prep Batch ID: 1147438

Prep Batch Date/Time: 12/15/22 11:23:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
TPH as Diesel	SW8015B	1	0.66	2.0	3.77	x	mg/Kg	12/16/22	13:37	SN	471562
TPH as Motor Oil	SW8015B	1	0.76	5.0	16.6		mg/Kg	12/16/22	13:37	SN	471562
Acceptance Limits					46.7		%	12/16/22	13:37	SN	471562
Pentacosane (S)	SW8015B		45 - 130								

NOTE: x- Diesel result due to unknown organics within diesel quantified range.



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-2-3.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 20:20
SDG:

Lab Sample ID: 2212180-002A
Sample Matrix: Soil

Prep Method: 5035
Prep Batch ID: 1147485

Prep Batch Date/Time: 12/15/22 10:59:00AM
Prep Analyst: HYYAS

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Dichlorodifluoromethane	SW8260B	1	1.2	10	ND		ug/Kg	12/15/22	16:00	HV	471486
Chloromethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	16:00	HV	471486
Vinyl Chloride	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	16:00	HV	471486
Bromomethane	SW8260B	1	2.7	10	ND		ug/Kg	12/15/22	16:00	HV	471486
Chloroethane	SW8260B	1	3.0	10	ND		ug/Kg	12/15/22	16:00	HV	471486
Trichlorofluoromethane	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	16:00	HV	471486
1,1-Dichloroethene	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	16:00	HV	471486
Freon 113	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	16:00	HV	471486
Methylene Chloride	SW8260B	1	7.1	10	ND		ug/Kg	12/15/22	16:00	HV	471486
trans-1,2-Dichloroethene	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	16:00	HV	471486
MTBE	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	16:00	HV	471486
TBA	SW8260B	1	12	50	ND		ug/Kg	12/15/22	16:00	HV	471486
Diisopropyl ether	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	16:00	HV	471486
1,1-Dichloroethane	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	16:00	HV	471486
Ethyl tert-Butyl ether	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	16:00	HV	471486
cis-1,2-Dichloroethene	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	16:00	HV	471486
2,2-Dichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	16:00	HV	471486
Bromochloromethane	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	16:00	HV	471486
Chloroform	SW8260B	1	2.4	10	ND		ug/Kg	12/15/22	16:00	HV	471486
Carbon Tetrachloride	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	16:00	HV	471486
1,1,1-Trichloroethane	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	16:00	HV	471486
1,1-Dichloropropene	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	16:00	HV	471486
Benzene	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	16:00	HV	471486
TAME	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	16:00	HV	471486
1,2-Dichloroethane	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	16:00	HV	471486
Trichloroethene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	16:00	HV	471486
Dibromomethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	16:00	HV	471486
1,2-Dichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	16:00	HV	471486
Bromodichloromethane	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	16:00	HV	471486
cis-1,3-Dichloropropene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	16:00	HV	471486
Toluene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	16:00	HV	471486
Tetrachloroethene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	16:00	HV	471486
trans-1,3-Dichloropropene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	16:00	HV	471486
1,1,2-Trichloroethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	16:00	HV	471486
Dibromochloromethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	16:00	HV	471486
1,3-Dichloropropane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	16:00	HV	471486
1,2-Dibromoethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	16:00	HV	471486
Chlorobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	16:00	HV	471486



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-2-3.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 20:20
SDG:

Lab Sample ID: 2212180-002A
Sample Matrix: Soil

Prep Method: 5035
Prep Batch ID: 1147485

Prep Batch Date/Time: 12/15/22 10:59:00AM
Prep Analyst: HVYAS

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Ethylbenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	16:00	HV	471486
1,1,1,2-Tetrachloroethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	16:00	HV	471486
m,p-Xylene	SW8260B	1	3.2	10	ND		ug/Kg	12/15/22	16:00	HV	471486
o-Xylene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	16:00	HV	471486
Styrene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	16:00	HV	471486
Bromoform	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	16:00	HV	471486
Isopropyl Benzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	16:00	HV	471486
n-Propylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	16:00	HV	471486
Bromobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	16:00	HV	471486
1,1,2,2-Tetrachloroethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	16:00	HV	471486
2-Chlorotoluene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	16:00	HV	471486
1,3,5-Trimethylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	16:00	HV	471486
1,2,3-Trichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	16:00	HV	471486
4-Chlorotoluene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	16:00	HV	471486
tert-Butylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	16:00	HV	471486
1,2,4-Trimethylbenzene	SW8260B	1	1.4	10	ND		ug/Kg	12/15/22	16:00	HV	471486
sec-Butyl Benzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	16:00	HV	471486
p-Isopropyltoluene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	16:00	HV	471486
1,3-Dichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	16:00	HV	471486
1,4-Dichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	16:00	HV	471486
n-Butylbenzene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	16:00	HV	471486
1,2-Dichlorobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	16:00	HV	471486
1,2-Dibromo-3-Chloropropane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	16:00	HV	471486
Hexachlorobutadiene	SW8260B	1	1.4	10	ND		ug/Kg	12/15/22	16:00	HV	471486
1,2,4-Trichlorobenzene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	16:00	HV	471486
Naphthalene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	16:00	HV	471486
1,2,3-Trichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	16:00	HV	471486
2-Butanone	SW8260B	1	2.3	10.0	ND		ug/Kg	12/15/22	16:00	HV	471486
(S) Dibromofluoromethane	SW8260B		59.8 - 148		77.5		%	12/15/22	16:00	HV	471486
(S) Toluene-d8	SW8260B		55.2 - 133		75.8		%	12/15/22	16:00	HV	471486
(S) 4-Bromofluorobenzene	SW8260B		55.8 - 141		76.2		%	12/15/22	16:00	HV	471486



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-2-3.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 20:20
SDG:

Lab Sample ID: 2212180-002A
Sample Matrix: Soil

Prep Method: 5035GRO
Prep Batch ID: 1147488

Prep Batch Date/Time: 12/15/22 10:59:00AM
Prep Analyst: HVYAS

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
TPH as Gasoline	SW8260B(TPH)	1	43	100	ND		ug/Kg	12/15/22	16:00	HV	471486
(S) 4-Bromofluorobenzene	SW8260B(TPH)		43.9 - 127		99.2		%	12/15/22	16:00	HV	471486



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-2-5.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 20:35
SDG:

Lab Sample ID: 2212180-003A
Sample Matrix: Soil

Prep Method: 9010P
Prep Batch ID: 1147517

Prep Batch Date/Time: 12/17/22 8:00:00AM
Prep Analyst: PHUFANO

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Cyanide, Total	SW9014	1	0.24	1.5	ND		mg/Kg	12/17/22	14:36	PH	471507



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-2-5.0	Lab Sample ID:	2212180-003A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 20:35		
SDG:			

Prep Method:	7471BP	Prep Batch Date/Time:	12/15/22	6:45:00PM
Prep Batch ID:	1147466	Prep Analyst:	TNGO	

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Mercury	SW7471B	1	0.083	0.50	0.14	J	mg/Kg	12/16/22	10:57	BJAY	471519



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-2-5.0	Lab Sample ID:	2212180-003A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 20:35		
SDG:			

Prep Method:	6020S-P	Prep Batch Date/Time:	12/16/22 10:45:00AM
Prep Batch ID:	1147472	Prep Analyst:	ERAGUDO

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Antimony	SW6020A	1	0.12	1.0	ND		mg/Kg	12/19/22	16:22	ERR	471558
Arsenic	SW6020A	1	0.21	1.0	3.18		mg/Kg	12/19/22	16:22	ERR	471558
Barium	SW6020A	1	0.84	1.0	76.7		mg/Kg	12/19/22	16:22	ERR	471558
Beryllium	SW6020A	1	0.16	1.0	0.275	J	mg/Kg	12/19/22	16:22	ERR	471558
Cadmium	SW6020A	1	0.084	1.0	ND		mg/Kg	12/19/22	16:22	ERR	471558
Chromium	SW6020A	1	0.097	1.0	97.0		mg/Kg	12/19/22	16:22	ERR	471558
Cobalt	SW6020A	1	0.21	1.0	8.66		mg/Kg	12/19/22	16:22	ERR	471558
Copper	SW6020A	1	0.17	2.5	10.9		mg/Kg	12/19/22	16:22	ERR	471558
Lead	SW6020A	1	0.054	1.0	4.16		mg/Kg	12/19/22	16:22	ERR	471558
Molybdenum	SW6020A	1	0.13	1.0	0.196	J	mg/Kg	12/19/22	16:22	ERR	471558
Nickel	SW6020A	1	1.2	5.0	45.6		mg/Kg	12/19/22	16:22	ERR	471558
Selenium	SW6020A	1	0.035	1.0	1.91		mg/Kg	12/19/22	16:22	ERR	471558
Silver	SW6020A	1	0.098	0.50	0.182	J	mg/Kg	12/19/22	16:22	ERR	471558
Thallium	SW6020A	1	0.34	5.0	ND		mg/Kg	12/19/22	16:22	ERR	471558
Vanadium	SW6020A	1	0.28	25	63.8		mg/Kg	12/19/22	16:22	ERR	471558
Zinc	SW6020A	1	0.70	2.5	143		mg/Kg	12/19/22	16:22	ERR	471558



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-2-5.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 20:35
SDG:

Lab Sample ID: 2212180-003A
Sample Matrix: Soil

Prep Method: WET/3010B
Prep Batch ID: 1147721

Prep Batch Date/Time: 12/30/22 12:50:00PM
Prep Analyst: ATRUONG

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
Chromium (STLC)	SW6010B-STLC	1	0.010	0.20	0.878		mg/L	01/03/23	12:39	AT	471719



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-2-5.0	Lab Sample ID:	2212180-003A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 20:35		
SDG:			

Prep Method:	3546_PCB	Prep Batch Date/Time:	12/15/22 11:46:00AM
Prep Batch ID:	1147440	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Aroclor1016	SW8082A	1	35.0	100	ND		ug/Kg	12/16/22	15:33	MK	471516
Aroclor1221	SW8082A	1	5.00	100	ND		ug/Kg	12/16/22	15:33	MK	471516
Aroclor1232	SW8082A	1	17.0	100	ND		ug/Kg	12/16/22	15:33	MK	471516
Aroclor1242	SW8082A	1	3.00	100	ND		ug/Kg	12/16/22	15:33	MK	471516
Aroclor1248	SW8082A	1	2.00	100	ND		ug/Kg	12/16/22	15:33	MK	471516
Aroclor1254	SW8082A	1	14.0	100	ND		ug/Kg	12/16/22	15:33	MK	471516
Aroclor1260	SW8082A	1	24.0	100	ND		ug/Kg	12/16/22	15:33	MK	471516
Acceptance Limits											
TCMX (S)	SW8082A		48 - 125		96.0		%	12/16/22	15:33	MK	471516
DCBP (S)	SW8082A		48 - 135		92.0		%	12/16/22	15:33	MK	471516



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-2-5.0	Lab Sample ID:	2212180-003A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 20:35		
SDG:			

Prep Method:	3546_OCP	Prep Batch Date/Time:	12/16/22 11:32:00AM
Prep Batch ID:	1147477	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

alpha-BHC	SW8081B	1	0.25	2.0	ND		ug/Kg	12/17/22	16:42	LA	471572
gamma-BHC (Lindane)	SW8081B	1	0.71	2.0	ND		ug/Kg	12/17/22	16:42	LA	471572
beta-BHC	SW8081B	1	0.44	2.0	ND		ug/Kg	12/17/22	16:42	LA	471572
delta-BHC	SW8081B	1	0.65	2.0	ND		ug/Kg	12/17/22	16:42	LA	471572
Heptachlor	SW8081B	1	0.27	2.0	ND		ug/Kg	12/17/22	16:42	LA	471572
Aldrin	SW8081B	1	0.29	2.0	ND		ug/Kg	12/17/22	16:42	LA	471572
Heptachlor Epoxide	SW8081B	1	0.31	2.0	ND		ug/Kg	12/17/22	16:42	LA	471572
gamma-Chlordane	SW8081B	1	1.5	3.0	ND		ug/Kg	12/17/22	16:42	LA	471572
alpha-Chlordane	SW8081B	1	0.36	2.0	ND		ug/Kg	12/17/22	16:42	LA	471572
4,4'-DDE	SW8081B	1	0.61	2.0	ND		ug/Kg	12/17/22	16:42	LA	471572
Endosulfan I	SW8081B	1	0.29	2.0	ND		ug/Kg	12/17/22	16:42	LA	471572
Dieldrin	SW8081B	1	0.25	2.0	ND		ug/Kg	12/17/22	16:42	LA	471572
Endrin	SW8081B	1	0.79	2.0	ND		ug/Kg	12/17/22	16:42	LA	471572
4,4'-DDD	SW8081B	1	0.64	2.0	ND		ug/Kg	12/17/22	16:42	LA	471572
Endosulfan II	SW8081B	1	0.34	2.0	ND		ug/Kg	12/17/22	16:42	LA	471572
4,4'-DDT	SW8081B	1	0.74	2.0	ND		ug/Kg	12/17/22	16:42	LA	471572
Endrin Aldehyde	SW8081B	1	0.51	2.0	ND		ug/Kg	12/17/22	16:42	LA	471572
Methoxychlor	SW8081B	1	2.6	6.0	ND		ug/Kg	12/17/22	16:42	LA	471572
Endosulfan Sulfate	SW8081B	1	0.51	2.0	ND		ug/Kg	12/17/22	16:42	LA	471572
Endrin Ketone	SW8081B	1	0.43	2.0	ND		ug/Kg	12/17/22	16:42	LA	471572
Chlordane, Technical	SW8081B	1	2.7	20	ND		ug/Kg	12/17/22	16:42	LA	471572
Toxaphene	SW8081B	1	22	50	ND		ug/Kg	12/17/22	16:42	LA	471572
Acceptance Limits											
Tetrachloro-M-Xylene (S)	SW8081B		48 - 125		63.0		%	12/17/22	16:42	LA	471572
Decachlorobiphenyl (S)	SW8081B		38 - 135		69.8		%	12/17/22	16:42	LA	471572



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-2-5.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 20:35
SDG:

Lab Sample ID: 2212180-003A
Sample Matrix: Soil

Prep Method: 9045C
Prep Batch ID: 1147568

Prep Batch Date/Time: 12/19/22 12:20:00PM
Prep Analyst: ROME

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
pH in Soil	SW9045D	1	0.10	2.00	6.63		SU	12/19/22	12:20	RE	471547



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-2-5.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 20:35
SDG:

Lab Sample ID: 2212180-003A
Sample Matrix: Soil

Prep Method: 3546_BNA
Prep Batch ID: 1147435

Prep Batch Date/Time: 12/15/22 10:23:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

N-Nitrosodimethylamine	SW8270C	1	46.9	720	ND		ug/Kg	12/22/22	2:36	MK	471614
Phenol	SW8270C	1	43.8	288	ND		ug/Kg	12/22/22	2:36	MK	471614
Bis(2-chloroethyl)ether	SW8270C	1	13.3	144	ND		ug/Kg	12/22/22	2:36	MK	471614
2-Chlorophenol	SW8270C	1	47.7	288	ND		ug/Kg	12/22/22	2:36	MK	471614
1,3-Dichlorobenzene	SW8270C	1	13.1	144	ND		ug/Kg	12/22/22	2:36	MK	471614
1,4-Dichlorobenzene	SW8270C	1	14.6	144	ND		ug/Kg	12/22/22	2:36	MK	471614
Benzyl Alcohol	SW8270C	1	20.5	288	ND		ug/Kg	12/22/22	2:36	MK	471614
1,2-Dichlorobenzene	SW8270C	1	13.5	144	ND		ug/Kg	12/22/22	2:36	MK	471614
2-Methylphenol (o-Cresol)	SW8270C	1	29.3	288	ND		ug/Kg	12/22/22	2:36	MK	471614
N-Methyl-2-Pyrrolidone (NMP)	SW8270C	1	68.0	720	ND		ug/Kg	12/22/22	2:36	MK	471614
3-/4-Methylphenol (p-/m-Cresol)	SW8270C	1	31.3	288	ND		ug/Kg	12/22/22	2:36	MK	471614
N-nitroso-di-n-propylamine	SW8270C	1	13.2	144	ND		ug/Kg	12/22/22	2:36	MK	471614
Hexachloroethane	SW8270C	1	17.1	144	ND		ug/Kg	12/22/22	2:36	MK	471614
Nitrobenzene	SW8270C	1	12.8	144	ND		ug/Kg	12/22/22	2:36	MK	471614
Isophorone	SW8270C	1	12.2	144	ND		ug/Kg	12/22/22	2:36	MK	471614
2-Nitrophenol	SW8270C	1	25.4	288	ND		ug/Kg	12/22/22	2:36	MK	471614
2,4-Dimethylphenol	SW8270C	1	22.8	288	ND		ug/Kg	12/22/22	2:36	MK	471614
Benzoic Acid	SW8270C	1	41.7	288	ND		ug/Kg	12/22/22	2:36	MK	471614
Bis(2-Chloroethoxy)methane	SW8270C	1	9.79	144	ND		ug/Kg	12/22/22	2:36	MK	471614
Bis(2-chloroisopropyl)ether	SW8270C	1	12.6	144	ND		ug/Kg	12/22/22	2:36	MK	471614
2,4-Dichlorophenol	SW8270C	1	39.3	288	ND		ug/Kg	12/22/22	2:36	MK	471614
1,2,4-Trichlorobenzene	SW8270C	1	11.8	144	ND		ug/Kg	12/22/22	2:36	MK	471614
Naphthalene	SW8270C	1	10.6	144	ND		ug/Kg	12/22/22	2:36	MK	471614
2,6-Dichlorophenol	SW8270C	1	35.8	288	ND		ug/Kg	12/22/22	2:36	MK	471614
Hexachloro-1,3-butadiene	SW8270C	1	8.34	144	ND		ug/Kg	12/22/22	2:36	MK	471614
4-Chloro-3-methylphenol	SW8270C	1	33.8	288	ND		ug/Kg	12/22/22	2:36	MK	471614
2-Methylnaphthalene	SW8270C	1	10.4	144	ND		ug/Kg	12/22/22	2:36	MK	471614
1-Methylnaphthalene	SW8270C	1	12.2	144	ND		ug/Kg	12/22/22	2:36	MK	471614
Hexachlorocyclopentadiene	SW8270C	1	12.9	144	ND		ug/Kg	12/22/22	2:36	MK	471614
2,4,6-Trichlorophenol	SW8270C	1	35.9	288	ND		ug/Kg	12/22/22	2:36	MK	471614
2,4,5-Trichlorophenol	SW8270C	1	33.4	288	ND		ug/Kg	12/22/22	2:36	MK	471614
2-Chloronaphthalene	SW8270C	1	10.6	144	ND		ug/Kg	12/22/22	2:36	MK	471614
1,4-Dinitrobenzene	SW8270C	1	10.3	144	ND		ug/Kg	12/22/22	2:36	MK	471614
Dimethyl phthalate	SW8270C	1	14.2	720	ND		ug/Kg	12/22/22	2:36	MK	471614
1,3-Dinitrobenzene	SW8270C	1	10.4	144	ND		ug/Kg	12/22/22	2:36	MK	471614
Acenaphthylene	SW8270C	1	8.28	144	ND		ug/Kg	12/22/22	2:36	MK	471614
2,6-Dinitrotoluene	SW8270C	1	11.3	144	ND		ug/Kg	12/22/22	2:36	MK	471614
1,2-Dinitrobenzene	SW8270C	1	15.8	144	ND		ug/Kg	12/22/22	2:36	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-2-5.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 20:35
SDG:

Lab Sample ID: 2212180-003A
Sample Matrix: Soil

Prep Method: 3546_BNA
Prep Batch ID: 1147435

Prep Batch Date/Time: 12/15/22 10:23:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Acenaphthene	SW8270C	1	10.7	144	ND		ug/Kg	12/22/22	2:36	MK	471614
2,4-Dinitrophenol	SW8270C	1	77.6	720	ND		ug/Kg	12/22/22	2:36	MK	471614
4-Nitrophenol	SW8270C	1	54.7	720	ND		ug/Kg	12/22/22	2:36	MK	471614
Dibenzofuran	SW8270C	1	11.2	144	ND		ug/Kg	12/22/22	2:36	MK	471614
2,4-Dinitrotoluene	SW8270C	1	12.1	144	ND		ug/Kg	12/22/22	2:36	MK	471614
2,3,5,6-Tetrachlorophenol	SW8270C	1	27.6	288	ND		ug/Kg	12/22/22	2:36	MK	471614
2,3,4,6-Tetrachlorophenol	SW8270C	1	31.5	288	ND		ug/Kg	12/22/22	2:36	MK	471614
Diethylphthalate	SW8270C	1	13.6	720	ND		ug/Kg	12/22/22	2:36	MK	471614
Fluorene	SW8270C	1	10.3	144	ND		ug/Kg	12/22/22	2:36	MK	471614
4-Chlorophenyl-phenylether	SW8270C	1	9.32	144	ND		ug/Kg	12/22/22	2:36	MK	471614
4,6-Dinitro-2-methylphenol	SW8270C	1	13.4	288	ND		ug/Kg	12/22/22	2:36	MK	471614
Diphenylamine	SW8270C	1	13.0	144	ND		ug/Kg	12/22/22	2:36	MK	471614
Azobenzene	SW8270C	1	114	144	ND		ug/Kg	12/22/22	2:36	MK	471614
4-Bromophenyl-phenylether	SW8270C	1	8.23	144	ND		ug/Kg	12/22/22	2:36	MK	471614
Hexachlorobenzene	SW8270C	1	8.66	144	ND		ug/Kg	12/22/22	2:36	MK	471614
Pentachlorophenol	SW8270C	1	25.0	288	ND		ug/Kg	12/22/22	2:36	MK	471614
Phenanthrene	SW8270C	1	9.32	144	ND		ug/Kg	12/22/22	2:36	MK	471614
Anthracene	SW8270C	1	8.91	144	ND		ug/Kg	12/22/22	2:36	MK	471614
Carbazole	SW8270C	1	10.7	144	ND		ug/Kg	12/22/22	2:36	MK	471614
Di-n-butylphthalate	SW8270C	1	13.5	144	ND		ug/Kg	12/22/22	2:36	MK	471614
Fluoranthene	SW8270C	1	10.0	144	ND		ug/Kg	12/22/22	2:36	MK	471614
Benzidine	SW8270C	1	147	144	ND		ug/Kg	12/22/22	2:36	MK	471614
Pyrene	SW8270C	1	12.0	144	ND		ug/Kg	12/22/22	2:36	MK	471614
Butylbenzylphthalate	SW8270C	1	21.0	720	ND		ug/Kg	12/22/22	2:36	MK	471614
Benzo(a)anthracene	SW8270C	1	9.80	144	ND		ug/Kg	12/22/22	2:36	MK	471614
3,3-Dichlorobenzidine	SW8270C	1	118	144	ND		ug/Kg	12/22/22	2:36	MK	471614
Chrysene	SW8270C	1	15.2	144	ND		ug/Kg	12/22/22	2:36	MK	471614
Bis(2-Ethylhexyl)phthalate	SW8270C	1	15.3	720	ND		ug/Kg	12/22/22	2:36	MK	471614
Di-n-Octylphthalate	SW8270C	1	12.3	144	ND		ug/Kg	12/22/22	2:36	MK	471614
Benzo(b)fluorathene	SW8270C	1	12.0	144	ND		ug/Kg	12/22/22	2:36	MK	471614
benzo(k)fluorathene	SW8270C	1	8.16	144	ND		ug/Kg	12/22/22	2:36	MK	471614
Benzo(a)pyrene	SW8270C	1	9.80	144	ND		ug/Kg	12/22/22	2:36	MK	471614
Indeno(1,2,3-c,d)pyrene	SW8270C	1	13.8	144	ND		ug/Kg	12/22/22	2:36	MK	471614
Dibenzo(a,h)anthracene	SW8270C	1	12.7	144	ND		ug/Kg	12/22/22	2:36	MK	471614
Benzo(g,h,i)perylene	SW8270C	1	16.7	144	ND		ug/Kg	12/22/22	2:36	MK	471614
Pyridine	SW8270C	1	43.8	720	ND		ug/Kg	12/22/22	2:36	MK	471614
Acceptance Limits											
2-Fluorophenol (S)	SW8270C		25 - 121		69.3		%	12/22/22	2:36	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-2-5.0	Lab Sample ID:	2212180-003A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 20:35		
SDG:			

Prep Method:	3546_BNA	Prep Batch Date/Time:	12/15/22 10:23:00AM
Prep Batch ID:	1147435	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Phenol-d6 (S)	SW8270C		24 - 113		67.6		%	12/22/22	2:36	MK	471614
2,4,6-Tribromophenol (S)	SW8270C		19 - 122		64.4		%	12/22/22	2:36	MK	471614
2-Fluorobiphenyl (S)	SW8270C		45 - 143		68.2		%	12/22/22	2:36	MK	471614
Nitrobenzene-d5 (S)	SW8270C		23 - 120		64.4		%	12/22/22	2:36	MK	471614
p-Terphenyl-d14 (S)	SW8270C		18 - 137		75.8		%	12/22/22	2:36	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-2-5.0	Lab Sample ID:	2212180-003A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 20:35		
SDG:			

Prep Method:	3546_TPH	Prep Batch Date/Time:	12/15/22 11:23:00AM
Prep Batch ID:	1147438	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
TPH as Diesel	SW8015B	1	0.66	2.0	2.17	x	mg/Kg	12/16/22	14:13	SN	471562
TPH as Motor Oil	SW8015B	1	0.76	5.0	9.64		mg/Kg	12/16/22	14:13	SN	471562
Acceptance Limits					90.2		%	12/16/22	14:13	SN	471562
Pentacosane (S)	SW8015B		45 - 130								

NOTE: x- Diesel result due to unknown organics within diesel quantified range.



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-2-5.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 20:35
SDG:

Lab Sample ID: 2212180-003A
Sample Matrix: Soil

Prep Method: 5035
Prep Batch ID: 1147485

Prep Batch Date/Time: 12/15/22 10:59:00AM
Prep Analyst: HYYAS

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Dichlorodifluoromethane	SW8260B	1	1.2	10	ND		ug/Kg	12/15/22	16:30	HV	471486
Chloromethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	16:30	HV	471486
Vinyl Chloride	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	16:30	HV	471486
Bromomethane	SW8260B	1	2.7	10	ND		ug/Kg	12/15/22	16:30	HV	471486
Chloroethane	SW8260B	1	3.0	10	ND		ug/Kg	12/15/22	16:30	HV	471486
Trichlorofluoromethane	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	16:30	HV	471486
1,1-Dichloroethene	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	16:30	HV	471486
Freon 113	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	16:30	HV	471486
Methylene Chloride	SW8260B	1	7.1	10	ND		ug/Kg	12/15/22	16:30	HV	471486
trans-1,2-Dichloroethene	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	16:30	HV	471486
MTBE	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	16:30	HV	471486
TBA	SW8260B	1	12	50	ND		ug/Kg	12/15/22	16:30	HV	471486
Diisopropyl ether	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	16:30	HV	471486
1,1-Dichloroethane	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	16:30	HV	471486
Ethyl tert-Butyl ether	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	16:30	HV	471486
cis-1,2-Dichloroethene	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	16:30	HV	471486
2,2-Dichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	16:30	HV	471486
Bromochloromethane	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	16:30	HV	471486
Chloroform	SW8260B	1	2.4	10	ND		ug/Kg	12/15/22	16:30	HV	471486
Carbon Tetrachloride	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	16:30	HV	471486
1,1,1-Trichloroethane	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	16:30	HV	471486
1,1-Dichloropropene	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	16:30	HV	471486
Benzene	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	16:30	HV	471486
TAME	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	16:30	HV	471486
1,2-Dichloroethane	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	16:30	HV	471486
Trichloroethene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	16:30	HV	471486
Dibromomethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	16:30	HV	471486
1,2-Dichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	16:30	HV	471486
Bromodichloromethane	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	16:30	HV	471486
cis-1,3-Dichloropropene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	16:30	HV	471486
Toluene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	16:30	HV	471486
Tetrachloroethene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	16:30	HV	471486
trans-1,3-Dichloropropene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	16:30	HV	471486
1,1,2-Trichloroethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	16:30	HV	471486
Dibromochloromethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	16:30	HV	471486
1,3-Dichloropropane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	16:30	HV	471486
1,2-Dibromoethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	16:30	HV	471486
Chlorobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	16:30	HV	471486



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-2-5.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 20:35
SDG:

Lab Sample ID: 2212180-003A
Sample Matrix: Soil

Prep Method: 5035
Prep Batch ID: 1147485

Prep Batch Date/Time: 12/15/22 10:59:00AM
Prep Analyst: HVYAS

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Ethylbenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	16:30	HV	471486
1,1,1,2-Tetrachloroethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	16:30	HV	471486
m,p-Xylene	SW8260B	1	3.2	10	ND		ug/Kg	12/15/22	16:30	HV	471486
o-Xylene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	16:30	HV	471486
Styrene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	16:30	HV	471486
Bromoform	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	16:30	HV	471486
Isopropyl Benzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	16:30	HV	471486
n-Propylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	16:30	HV	471486
Bromobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	16:30	HV	471486
1,1,2,2-Tetrachloroethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	16:30	HV	471486
2-Chlorotoluene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	16:30	HV	471486
1,3,5-Trimethylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	16:30	HV	471486
1,2,3-Trichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	16:30	HV	471486
4-Chlorotoluene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	16:30	HV	471486
tert-Butylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	16:30	HV	471486
1,2,4-Trimethylbenzene	SW8260B	1	1.4	10	ND		ug/Kg	12/15/22	16:30	HV	471486
sec-Butyl Benzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	16:30	HV	471486
p-Isopropyltoluene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	16:30	HV	471486
1,3-Dichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	16:30	HV	471486
1,4-Dichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	16:30	HV	471486
n-Butylbenzene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	16:30	HV	471486
1,2-Dichlorobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	16:30	HV	471486
1,2-Dibromo-3-Chloropropane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	16:30	HV	471486
Hexachlorobutadiene	SW8260B	1	1.4	10	ND		ug/Kg	12/15/22	16:30	HV	471486
1,2,4-Trichlorobenzene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	16:30	HV	471486
Naphthalene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	16:30	HV	471486
1,2,3-Trichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	16:30	HV	471486
2-Butanone	SW8260B	1	2.3	10.0	ND		ug/Kg	12/15/22	16:30	HV	471486
(S) Dibromofluoromethane	SW8260B		59.8 - 148		76.2		%	12/15/22	16:30	HV	471486
(S) Toluene-d8	SW8260B		55.2 - 133		76.1		%	12/15/22	16:30	HV	471486
(S) 4-Bromofluorobenzene	SW8260B		55.8 - 141		81.5		%	12/15/22	16:30	HV	471486



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-2-5.0	Lab Sample ID:	2212180-003A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 20:35		
SDG:			

Prep Method:	5035GRO	Prep Batch Date/Time:	12/15/22 10:59:00AM
Prep Batch ID:	1147488	Prep Analyst:	HVYAS

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
TPH as Gasoline	SW8260B(TPH)	1	43	100	ND		ug/Kg	12/15/22	16:30	HV	471486
(S) 4-Bromofluorobenzene	SW8260B(TPH)		43.9 - 127		93.5		%	12/15/22	16:30	HV	471486



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-3-1.5	Lab Sample ID:	2212180-004A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 22:40		
SDG:			

Prep Method:	9010P	Prep Batch Date/Time:	12/17/22	8:00:00AM
Prep Batch ID:	1147517	Prep Analyst:	PHUFANO	

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Cyanide, Total	SW9014	1	0.24	1.5	ND		mg/Kg	12/17/22	14:36	PH	471507



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-3-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:40
SDG:

Lab Sample ID: 2212180-004A
Sample Matrix: Soil

Prep Method: 7471BP
Prep Batch ID: 1147466

Prep Batch Date/Time: 12/15/22 6:45:00PM
Prep Analyst: TNGO

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Mercury	SW7471B	1	0.083	0.50	0.34	J	mg/Kg	12/16/22	11:04	BJAY	471519



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-3-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:40
SDG:

Lab Sample ID: 2212180-004A
Sample Matrix: Soil

Prep Method: 6020S-P
Prep Batch ID: 1147472

Prep Batch Date/Time: 12/16/22 10:45:00AM
Prep Analyst: ERAGUDO

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
<i>The results shown below are reported using their MDL.</i>											
Antimony	SW6020A	1	0.12	1.0	0.149	J	mg/Kg	12/19/22	16:27	ERR	471558
Arsenic	SW6020A	1	0.21	1.0	3.31		mg/Kg	12/19/22	16:27	ERR	471558
Barium	SW6020A	1	0.84	1.0	73.1		mg/Kg	12/19/22	16:27	ERR	471558
Beryllium	SW6020A	1	0.16	1.0	0.349	J	mg/Kg	12/19/22	16:27	ERR	471558
Cadmium	SW6020A	1	0.084	1.0	0.114	J	mg/Kg	12/19/22	16:27	ERR	471558
Chromium	SW6020A	1	0.097	1.0	69.4		mg/Kg	12/19/22	16:27	ERR	471558
Cobalt	SW6020A	1	0.21	1.0	11.6		mg/Kg	12/19/22	16:27	ERR	471558
Copper	SW6020A	1	0.17	2.5	13.7		mg/Kg	12/19/22	16:27	ERR	471558
Lead	SW6020A	1	0.054	1.0	40.2		mg/Kg	12/19/22	16:27	ERR	471558
Molybdenum	SW6020A	1	0.13	1.0	0.255	J	mg/Kg	12/19/22	16:27	ERR	471558
Nickel	SW6020A	1	1.2	5.0	40.7		mg/Kg	12/19/22	16:27	ERR	471558
Selenium	SW6020A	1	0.035	1.0	2.20		mg/Kg	12/19/22	16:27	ERR	471558
Silver	SW6020A	1	0.098	0.50	ND		mg/Kg	12/19/22	16:27	ERR	471558
Thallium	SW6020A	1	0.34	5.0	ND		mg/Kg	12/19/22	16:27	ERR	471558
Vanadium	SW6020A	1	0.28	25	54.7		mg/Kg	12/19/22	16:27	ERR	471558
Zinc	SW6020A	1	0.70	2.5	85.5		mg/Kg	12/19/22	16:27	ERR	471558



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-3-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:40
SDG:

Lab Sample ID: 2212180-004A
Sample Matrix: Soil

Prep Method: WET/3010B
Prep Batch ID: 1147721

Prep Batch Date/Time: 12/30/22 12:50:00PM
Prep Analyst: ATRUONG

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
Chromium (STLC)	SW6010B-STLC	1	0.010	0.20	1.51		mg/L	01/03/23	12:44	AT	471719



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-3-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:40
SDG:

Lab Sample ID: 2212180-004A
Sample Matrix: Soil

Prep Method: 3546_PCB
Prep Batch ID: 1147440

Prep Batch Date/Time: 12/15/22 11:46:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
<i>The results shown below are reported using their MDL.</i>											
Aroclor1016	SW8082A	1	35.0	100	ND		ug/Kg	12/16/22	15:49	MK	471516
Aroclor1221	SW8082A	1	5.00	100	ND		ug/Kg	12/16/22	15:49	MK	471516
Aroclor1232	SW8082A	1	17.0	100	ND		ug/Kg	12/16/22	15:49	MK	471516
Aroclor1242	SW8082A	1	3.00	100	ND		ug/Kg	12/16/22	15:49	MK	471516
Aroclor1248	SW8082A	1	2.00	100	ND		ug/Kg	12/16/22	15:49	MK	471516
Aroclor1254	SW8082A	1	14.0	100	ND		ug/Kg	12/16/22	15:49	MK	471516
Aroclor1260	SW8082A	1	24.0	100	ND		ug/Kg	12/16/22	15:49	MK	471516
Acceptance Limits											
TCMX (S)	SW8082A		48 - 125		78.0		%	12/16/22	15:49	MK	471516
DCBP (S)	SW8082A		48 - 135		78.0		%	12/16/22	15:49	MK	471516



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-3-1.5	Lab Sample ID:	2212180-004A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 22:40		
SDG:			

Prep Method:	3546_OCP	Prep Batch Date/Time:	12/16/22 11:32:00AM
Prep Batch ID:	1147477	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

alpha-BHC	SW8081B	1	0.25	2.0	ND		ug/Kg	12/17/22	16:54	LA	471572
gamma-BHC (Lindane)	SW8081B	1	0.71	2.0	ND		ug/Kg	12/17/22	16:54	LA	471572
beta-BHC	SW8081B	1	0.44	2.0	ND		ug/Kg	12/17/22	16:54	LA	471572
delta-BHC	SW8081B	1	0.65	2.0	ND		ug/Kg	12/17/22	16:54	LA	471572
Heptachlor	SW8081B	1	0.27	2.0	ND		ug/Kg	12/17/22	16:54	LA	471572
Aldrin	SW8081B	1	0.29	2.0	ND		ug/Kg	12/17/22	16:54	LA	471572
Heptachlor Epoxide	SW8081B	1	0.31	2.0	ND		ug/Kg	12/17/22	16:54	LA	471572
gamma-Chlordane	SW8081B	1	1.5	3.0	ND		ug/Kg	12/17/22	16:54	LA	471572
alpha-Chlordane	SW8081B	1	0.36	2.0	ND		ug/Kg	12/17/22	16:54	LA	471572
4,4'-DDE	SW8081B	1	0.61	2.0	ND		ug/Kg	12/17/22	16:54	LA	471572
Endosulfan I	SW8081B	1	0.29	2.0	ND		ug/Kg	12/17/22	16:54	LA	471572
Dieldrin	SW8081B	1	0.25	2.0	ND		ug/Kg	12/17/22	16:54	LA	471572
Endrin	SW8081B	1	0.79	2.0	ND		ug/Kg	12/17/22	16:54	LA	471572
4,4'-DDD	SW8081B	1	0.64	2.0	ND		ug/Kg	12/17/22	16:54	LA	471572
Endosulfan II	SW8081B	1	0.34	2.0	ND		ug/Kg	12/17/22	16:54	LA	471572
4,4'-DDT	SW8081B	1	0.74	2.0	ND		ug/Kg	12/17/22	16:54	LA	471572
Endrin Aldehyde	SW8081B	1	0.51	2.0	ND		ug/Kg	12/17/22	16:54	LA	471572
Methoxychlor	SW8081B	1	2.6	6.0	ND		ug/Kg	12/17/22	16:54	LA	471572
Endosulfan Sulfate	SW8081B	1	0.51	2.0	ND		ug/Kg	12/17/22	16:54	LA	471572
Endrin Ketone	SW8081B	1	0.43	2.0	ND		ug/Kg	12/17/22	16:54	LA	471572
Chlordane, Technical	SW8081B	1	2.7	20	ND		ug/Kg	12/17/22	16:54	LA	471572
Toxaphene	SW8081B	1	22	50	ND		ug/Kg	12/17/22	16:54	LA	471572

Acceptance Limits

Tetrachloro-M-Xylene (S)	SW8081B		48 - 125	43.7	S	%	12/17/22	16:54	LA	471572
Decachlorobiphenyl (S)	SW8081B		38 - 135	51.2		%	12/17/22	16:54	LA	471572

NOTE: S-TCMX surrogate outside of control limits due to matrix interference



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-3-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:40
SDG:

Lab Sample ID: 2212180-004A
Sample Matrix: Soil

Prep Method: 9045C
Prep Batch ID: 1147568

Prep Batch Date/Time: 12/19/22 12:20:00PM
Prep Analyst: ROME

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
pH in Soil	SW9045D	1	0.10	2.00	7.73		SU	12/19/22	12:20	RE	471547



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-3-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:40
SDG:

Lab Sample ID: 2212180-004A
Sample Matrix: Soil

Prep Method: 3546_BNA
Prep Batch ID: 1147435

Prep Batch Date/Time: 12/15/22 10:23:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

N-Nitrosodimethylamine	SW8270C	1	46.9	720	ND		ug/Kg	12/22/22	3:04	MK	471614
Phenol	SW8270C	1	43.8	288	ND		ug/Kg	12/22/22	3:04	MK	471614
Bis(2-chloroethyl)ether	SW8270C	1	13.3	144	ND		ug/Kg	12/22/22	3:04	MK	471614
2-Chlorophenol	SW8270C	1	47.7	288	ND		ug/Kg	12/22/22	3:04	MK	471614
1,3-Dichlorobenzene	SW8270C	1	13.1	144	ND		ug/Kg	12/22/22	3:04	MK	471614
1,4-Dichlorobenzene	SW8270C	1	14.6	144	ND		ug/Kg	12/22/22	3:04	MK	471614
Benzyl Alcohol	SW8270C	1	20.5	288	ND		ug/Kg	12/22/22	3:04	MK	471614
1,2-Dichlorobenzene	SW8270C	1	13.5	144	ND		ug/Kg	12/22/22	3:04	MK	471614
2-Methylphenol (o-Cresol)	SW8270C	1	29.3	288	ND		ug/Kg	12/22/22	3:04	MK	471614
N-Methyl-2-Pyrrolidone (NMP)	SW8270C	1	68.0	720	ND		ug/Kg	12/22/22	3:04	MK	471614
3-/4-Methylphenol (p-/m-Cresol)	SW8270C	1	31.3	288	ND		ug/Kg	12/22/22	3:04	MK	471614
N-nitroso-di-n-propylamine	SW8270C	1	13.2	144	ND		ug/Kg	12/22/22	3:04	MK	471614
Hexachloroethane	SW8270C	1	17.1	144	ND		ug/Kg	12/22/22	3:04	MK	471614
Nitrobenzene	SW8270C	1	12.8	144	ND		ug/Kg	12/22/22	3:04	MK	471614
Isophorone	SW8270C	1	12.2	144	ND		ug/Kg	12/22/22	3:04	MK	471614
2-Nitrophenol	SW8270C	1	25.4	288	ND		ug/Kg	12/22/22	3:04	MK	471614
2,4-Dimethylphenol	SW8270C	1	22.8	288	ND		ug/Kg	12/22/22	3:04	MK	471614
Benzoic Acid	SW8270C	1	41.7	288	ND		ug/Kg	12/22/22	3:04	MK	471614
Bis(2-Chloroethoxy)methane	SW8270C	1	9.79	144	ND		ug/Kg	12/22/22	3:04	MK	471614
Bis(2-chloroisopropyl)ether	SW8270C	1	12.6	144	ND		ug/Kg	12/22/22	3:04	MK	471614
2,4-Dichlorophenol	SW8270C	1	39.3	288	ND		ug/Kg	12/22/22	3:04	MK	471614
1,2,4-Trichlorobenzene	SW8270C	1	11.8	144	ND		ug/Kg	12/22/22	3:04	MK	471614
Naphthalene	SW8270C	1	10.6	144	ND		ug/Kg	12/22/22	3:04	MK	471614
2,6-Dichlorophenol	SW8270C	1	35.8	288	ND		ug/Kg	12/22/22	3:04	MK	471614
Hexachloro-1,3-butadiene	SW8270C	1	8.34	144	ND		ug/Kg	12/22/22	3:04	MK	471614
4-Chloro-3-methylphenol	SW8270C	1	33.8	288	ND		ug/Kg	12/22/22	3:04	MK	471614
2-Methylnaphthalene	SW8270C	1	10.4	144	ND		ug/Kg	12/22/22	3:04	MK	471614
1-Methylnaphthalene	SW8270C	1	12.2	144	ND		ug/Kg	12/22/22	3:04	MK	471614
Hexachlorocyclopentadiene	SW8270C	1	12.9	144	ND		ug/Kg	12/22/22	3:04	MK	471614
2,4,6-Trichlorophenol	SW8270C	1	35.9	288	ND		ug/Kg	12/22/22	3:04	MK	471614
2,4,5-Trichlorophenol	SW8270C	1	33.4	288	ND		ug/Kg	12/22/22	3:04	MK	471614
2-Chloronaphthalene	SW8270C	1	10.6	144	ND		ug/Kg	12/22/22	3:04	MK	471614
1,4-Dinitrobenzene	SW8270C	1	10.3	144	ND		ug/Kg	12/22/22	3:04	MK	471614
Dimethyl phthalate	SW8270C	1	14.2	720	ND		ug/Kg	12/22/22	3:04	MK	471614
1,3-Dinitrobenzene	SW8270C	1	10.4	144	ND		ug/Kg	12/22/22	3:04	MK	471614
Acenaphthylene	SW8270C	1	8.28	144	ND		ug/Kg	12/22/22	3:04	MK	471614
2,6-Dinitrotoluene	SW8270C	1	11.3	144	ND		ug/Kg	12/22/22	3:04	MK	471614
1,2-Dinitrobenzene	SW8270C	1	15.8	144	ND		ug/Kg	12/22/22	3:04	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-3-1.5	Lab Sample ID:	2212180-004A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 22:40		
SDG:			

Prep Method: 3546_BNA	Prep Batch Date/Time: 12/15/22 10:23:00AM
Prep Batch ID: 1147435	Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Acenaphthene	SW8270C	1	10.7	144	ND		ug/Kg	12/22/22	3:04	MK	471614
2,4-Dinitrophenol	SW8270C	1	77.6	720	ND		ug/Kg	12/22/22	3:04	MK	471614
4-Nitrophenol	SW8270C	1	54.7	720	ND		ug/Kg	12/22/22	3:04	MK	471614
Dibenzofuran	SW8270C	1	11.2	144	ND		ug/Kg	12/22/22	3:04	MK	471614
2,4-Dinitrotoluene	SW8270C	1	12.1	144	ND		ug/Kg	12/22/22	3:04	MK	471614
2,3,5,6-Tetrachlorophenol	SW8270C	1	27.6	288	ND		ug/Kg	12/22/22	3:04	MK	471614
2,3,4,6-Tetrachlorophenol	SW8270C	1	31.5	288	ND		ug/Kg	12/22/22	3:04	MK	471614
Diethylphthalate	SW8270C	1	13.6	720	ND		ug/Kg	12/22/22	3:04	MK	471614
Fluorene	SW8270C	1	10.3	144	ND		ug/Kg	12/22/22	3:04	MK	471614
4-Chlorophenyl-phenylether	SW8270C	1	9.32	144	ND		ug/Kg	12/22/22	3:04	MK	471614
4,6-Dinitro-2-methylphenol	SW8270C	1	13.4	288	ND		ug/Kg	12/22/22	3:04	MK	471614
Diphenylamine	SW8270C	1	13.0	144	ND		ug/Kg	12/22/22	3:04	MK	471614
Azobenzene	SW8270C	1	114	144	ND		ug/Kg	12/22/22	3:04	MK	471614
4-Bromophenyl-phenylether	SW8270C	1	8.23	144	ND		ug/Kg	12/22/22	3:04	MK	471614
Hexachlorobenzene	SW8270C	1	8.66	144	ND		ug/Kg	12/22/22	3:04	MK	471614
Pentachlorophenol	SW8270C	1	25.0	288	ND		ug/Kg	12/22/22	3:04	MK	471614
Phenanthrene	SW8270C	1	9.32	144	ND		ug/Kg	12/22/22	3:04	MK	471614
Anthracene	SW8270C	1	8.91	144	ND		ug/Kg	12/22/22	3:04	MK	471614
Carbazole	SW8270C	1	10.7	144	ND		ug/Kg	12/22/22	3:04	MK	471614
Di-n-butylphthalate	SW8270C	1	13.5	144	ND		ug/Kg	12/22/22	3:04	MK	471614
Fluoranthene	SW8270C	1	10.0	144	ND		ug/Kg	12/22/22	3:04	MK	471614
Benzydine	SW8270C	1	147	144	ND		ug/Kg	12/22/22	3:04	MK	471614
Pyrene	SW8270C	1	12.0	144	18.6	J	ug/Kg	12/22/22	3:04	MK	471614
Butylbenzylphthalate	SW8270C	1	21.0	720	ND		ug/Kg	12/22/22	3:04	MK	471614
Benzo(a)anthracene	SW8270C	1	9.80	144	ND		ug/Kg	12/22/22	3:04	MK	471614
3,3-Dichlorobenzidine	SW8270C	1	118	144	ND		ug/Kg	12/22/22	3:04	MK	471614
Chrysene	SW8270C	1	15.2	144	ND		ug/Kg	12/22/22	3:04	MK	471614
Bis(2-Ethylhexyl)phthalate	SW8270C	1	15.3	720	22.4	J	ug/Kg	12/22/22	3:04	MK	471614
Di-n-Octylphthalate	SW8270C	1	12.3	144	ND		ug/Kg	12/22/22	3:04	MK	471614
Benzo(b)fluorathene	SW8270C	1	12.0	144	ND		ug/Kg	12/22/22	3:04	MK	471614
benzo(k)fluorathene	SW8270C	1	8.16	144	ND		ug/Kg	12/22/22	3:04	MK	471614
Benzo(a)pyrene	SW8270C	1	9.80	144	ND		ug/Kg	12/22/22	3:04	MK	471614
Indeno(1,2,3-c,d)pyrene	SW8270C	1	13.8	144	ND		ug/Kg	12/22/22	3:04	MK	471614
Dibenzo(a,h)anthracene	SW8270C	1	12.7	144	ND		ug/Kg	12/22/22	3:04	MK	471614
Benzo(g,h,i)perylene	SW8270C	1	16.7	144	ND		ug/Kg	12/22/22	3:04	MK	471614
Pyridine	SW8270C	1	43.8	720	ND		ug/Kg	12/22/22	3:04	MK	471614
Acceptance Limits											
2-Fluorophenol (S)	SW8270C		25 - 121		76.3		%	12/22/22	3:04	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-3-1.5	Lab Sample ID:	2212180-004A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 22:40		
SDG:			

Prep Method:	3546_BNA	Prep Batch Date/Time:	12/15/22 10:23:00AM
Prep Batch ID:	1147435	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Phenol-d6 (S)	SW8270C		24 - 113		71.4		%	12/22/22	3:04	MK	471614
2,4,6-Tribromophenol (S)	SW8270C		19 - 122		63.8		%	12/22/22	3:04	MK	471614
2-Fluorobiphenyl (S)	SW8270C		45 - 143		71.8		%	12/22/22	3:04	MK	471614
Nitrobenzene-d5 (S)	SW8270C		23 - 120		67.6		%	12/22/22	3:04	MK	471614
p-Terphenyl-d14 (S)	SW8270C		18 - 137		79.3		%	12/22/22	3:04	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-3-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:40
SDG:

Lab Sample ID: 2212180-004A
Sample Matrix: Soil

Prep Method: 3546_TPH
Prep Batch ID: 1147438

Prep Batch Date/Time: 12/15/22 11:23:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
TPH as Diesel	SW8015B	1	0.66	2.0	9.63	x	mg/Kg	12/16/22	14:48	SN	471562
TPH as Motor Oil	SW8015B	1	0.76	5.0	8.00		mg/Kg	12/16/22	14:48	SN	471562
Acceptance Limits					67.8		%	12/16/22	14:48	SN	471562
Pentacosane (S)	SW8015B		45 - 130								

NOTE: x- Diesel result due to unknown organics within diesel quantified range.



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-3-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:40
SDG:

Lab Sample ID: 2212180-004A
Sample Matrix: Soil

Prep Method: 5035
Prep Batch ID: 1147485

Prep Batch Date/Time: 12/15/22 10:59:00AM
Prep Analyst: HYYAS

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Dichlorodifluoromethane	SW8260B	1	1.2	10	ND		ug/Kg	12/15/22	17:00	HV	471486
Chloromethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	17:00	HV	471486
Vinyl Chloride	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	17:00	HV	471486
Bromomethane	SW8260B	1	2.7	10	ND		ug/Kg	12/15/22	17:00	HV	471486
Chloroethane	SW8260B	1	3.0	10	ND		ug/Kg	12/15/22	17:00	HV	471486
Trichlorofluoromethane	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	17:00	HV	471486
1,1-Dichloroethene	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	17:00	HV	471486
Freon 113	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	17:00	HV	471486
Methylene Chloride	SW8260B	1	7.1	10	ND		ug/Kg	12/15/22	17:00	HV	471486
trans-1,2-Dichloroethene	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	17:00	HV	471486
MTBE	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	17:00	HV	471486
TBA	SW8260B	1	12	50	ND		ug/Kg	12/15/22	17:00	HV	471486
Diisopropyl ether	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	17:00	HV	471486
1,1-Dichloroethane	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	17:00	HV	471486
Ethyl tert-Butyl ether	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	17:00	HV	471486
cis-1,2-Dichloroethene	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	17:00	HV	471486
2,2-Dichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	17:00	HV	471486
Bromochloromethane	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	17:00	HV	471486
Chloroform	SW8260B	1	2.4	10	ND		ug/Kg	12/15/22	17:00	HV	471486
Carbon Tetrachloride	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	17:00	HV	471486
1,1,1-Trichloroethane	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	17:00	HV	471486
1,1-Dichloropropene	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	17:00	HV	471486
Benzene	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	17:00	HV	471486
TAME	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	17:00	HV	471486
1,2-Dichloroethane	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	17:00	HV	471486
Trichloroethene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	17:00	HV	471486
Dibromomethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	17:00	HV	471486
1,2-Dichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	17:00	HV	471486
Bromodichloromethane	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	17:00	HV	471486
cis-1,3-Dichloropropene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	17:00	HV	471486
Toluene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	17:00	HV	471486
Tetrachloroethene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	17:00	HV	471486
trans-1,3-Dichloropropene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	17:00	HV	471486
1,1,2-Trichloroethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	17:00	HV	471486
Dibromochloromethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	17:00	HV	471486
1,3-Dichloropropane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	17:00	HV	471486
1,2-Dibromoethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	17:00	HV	471486
Chlorobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	17:00	HV	471486



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-3-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:40
SDG:

Lab Sample ID: 2212180-004A
Sample Matrix: Soil

Prep Method: 5035
Prep Batch ID: 1147485

Prep Batch Date/Time: 12/15/22 10:59:00AM
Prep Analyst: HYYAS

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Ethylbenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	17:00	HV	471486
1,1,1,2-Tetrachloroethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	17:00	HV	471486
m,p-Xylene	SW8260B	1	3.2	10	ND		ug/Kg	12/15/22	17:00	HV	471486
o-Xylene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	17:00	HV	471486
Styrene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	17:00	HV	471486
Bromoform	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	17:00	HV	471486
Isopropyl Benzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	17:00	HV	471486
n-Propylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	17:00	HV	471486
Bromobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	17:00	HV	471486
1,1,2,2-Tetrachloroethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	17:00	HV	471486
2-Chlorotoluene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	17:00	HV	471486
1,3,5-Trimethylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	17:00	HV	471486
1,2,3-Trichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	17:00	HV	471486
4-Chlorotoluene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	17:00	HV	471486
tert-Butylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	17:00	HV	471486
1,2,4-Trimethylbenzene	SW8260B	1	1.4	10	ND		ug/Kg	12/15/22	17:00	HV	471486
sec-Butyl Benzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	17:00	HV	471486
p-Isopropyltoluene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	17:00	HV	471486
1,3-Dichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	17:00	HV	471486
1,4-Dichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	17:00	HV	471486
n-Butylbenzene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	17:00	HV	471486
1,2-Dichlorobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	17:00	HV	471486
1,2-Dibromo-3-Chloropropane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	17:00	HV	471486
Hexachlorobutadiene	SW8260B	1	1.4	10	ND		ug/Kg	12/15/22	17:00	HV	471486
1,2,4-Trichlorobenzene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	17:00	HV	471486
Naphthalene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	17:00	HV	471486
1,2,3-Trichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	17:00	HV	471486
2-Butanone	SW8260B	1	2.3	10.0	ND		ug/Kg	12/15/22	17:00	HV	471486
(S) Dibromofluoromethane	SW8260B		59.8 - 148		78.5		%	12/15/22	17:00	HV	471486
(S) Toluene-d8	SW8260B		55.2 - 133		72.3		%	12/15/22	17:00	HV	471486
(S) 4-Bromofluorobenzene	SW8260B		55.8 - 141		82.7		%	12/15/22	17:00	HV	471486



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-3-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:40
SDG:

Lab Sample ID: 2212180-004A
Sample Matrix: Soil

Prep Method: 5035GRO
Prep Batch ID: 1147488

Prep Batch Date/Time: 12/15/22 10:59:00AM
Prep Analyst: HVYAS

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
TPH as Gasoline	SW8260B(TPH)	1	43	100	ND		ug/Kg	12/15/22	17:00	HV	471486
(S) 4-Bromofluorobenzene	SW8260B(TPH)		43.9 - 127		63.0		%	12/15/22	17:00	HV	471486



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-3-3.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:51
SDG:

Lab Sample ID: 2212180-005A
Sample Matrix: Soil

Prep Method: 9010P
Prep Batch ID: 1147517

Prep Batch Date/Time: 12/17/22 8:00:00AM
Prep Analyst: PHUFANO

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Cyanide, Total	SW9014	1	0.24	1.5	ND		mg/Kg	12/17/22	14:36	PH	471507



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-3-3.0	Lab Sample ID:	2212180-005A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 22:51		
SDG:			

Prep Method:	7471BP	Prep Batch Date/Time:	12/15/22	6:45:00PM
Prep Batch ID:	1147466	Prep Analyst:	TNGO	

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Mercury	SW7471B	1	0.083	0.50	ND		mg/Kg	12/16/22	11:06	BJAY	471519



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-3-3.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:51
SDG:

Lab Sample ID: 2212180-005A
Sample Matrix: Soil

Prep Method: 6020S-P
Prep Batch ID: 1147472

Prep Batch Date/Time: 12/16/22 10:45:00AM
Prep Analyst: ERAGUDO

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
<i>The results shown below are reported using their MDL.</i>											
Antimony	SW6020A	1	0.12	1.0	ND		mg/Kg	12/19/22	16:32	ERR	471558
Arsenic	SW6020A	1	0.21	1.0	2.92		mg/Kg	12/19/22	16:32	ERR	471558
Barium	SW6020A	1	0.84	1.0	62.6		mg/Kg	12/19/22	16:32	ERR	471558
Beryllium	SW6020A	1	0.16	1.0	0.305	J	mg/Kg	12/19/22	16:32	ERR	471558
Cadmium	SW6020A	1	0.084	1.0	ND		mg/Kg	12/19/22	16:32	ERR	471558
Chromium	SW6020A	1	0.097	1.0	72.6		mg/Kg	12/19/22	16:32	ERR	471558
Cobalt	SW6020A	1	0.21	1.0	8.95		mg/Kg	12/19/22	16:32	ERR	471558
Copper	SW6020A	1	0.17	2.5	10.6		mg/Kg	12/19/22	16:32	ERR	471558
Lead	SW6020A	1	0.054	1.0	20.9		mg/Kg	12/19/22	16:32	ERR	471558
Molybdenum	SW6020A	1	0.13	1.0	0.180	J	mg/Kg	12/19/22	16:32	ERR	471558
Nickel	SW6020A	1	1.2	5.0	40.1		mg/Kg	12/19/22	16:32	ERR	471558
Selenium	SW6020A	1	0.035	1.0	1.73		mg/Kg	12/19/22	16:32	ERR	471558
Silver	SW6020A	1	0.098	0.50	ND		mg/Kg	12/19/22	16:32	ERR	471558
Thallium	SW6020A	1	0.34	5.0	ND		mg/Kg	12/19/22	16:32	ERR	471558
Vanadium	SW6020A	1	0.28	25	49.3		mg/Kg	12/19/22	16:32	ERR	471558
Zinc	SW6020A	1	0.70	2.5	52.3		mg/Kg	12/19/22	16:32	ERR	471558



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-3-3.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:51
SDG:

Lab Sample ID: 2212180-005A
Sample Matrix: Soil

Prep Method: WET/3010B
Prep Batch ID: 1147721

Prep Batch Date/Time: 12/30/22 12:50:00PM
Prep Analyst: ATRUONG

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
Chromium (STLC)	SW6010B-STLC	1	0.010	0.20	0.387		mg/L	01/03/23	12:45	AT	471719



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-3-3.0	Lab Sample ID:	2212180-005A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 22:51		
SDG:			

Prep Method:	3546_PCB	Prep Batch Date/Time:	12/15/22 11:46:00AM
Prep Batch ID:	1147440	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Aroclor1016	SW8082A	1	35.0	100	ND		ug/Kg	12/16/22	16:06	MK	471516
Aroclor1221	SW8082A	1	5.00	100	ND		ug/Kg	12/16/22	16:06	MK	471516
Aroclor1232	SW8082A	1	17.0	100	ND		ug/Kg	12/16/22	16:06	MK	471516
Aroclor1242	SW8082A	1	3.00	100	ND		ug/Kg	12/16/22	16:06	MK	471516
Aroclor1248	SW8082A	1	2.00	100	ND		ug/Kg	12/16/22	16:06	MK	471516
Aroclor1254	SW8082A	1	14.0	100	ND		ug/Kg	12/16/22	16:06	MK	471516
Aroclor1260	SW8082A	1	24.0	100	ND		ug/Kg	12/16/22	16:06	MK	471516
Acceptance Limits											
TCMX (S)	SW8082A		48 - 125		89.0		%	12/16/22	16:06	MK	471516
DCBP (S)	SW8082A		48 - 135		86.0		%	12/16/22	16:06	MK	471516



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-3-3.0	Lab Sample ID:	2212180-005A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 22:51		
SDG:			

Prep Method:	3546_OCP	Prep Batch Date/Time:	12/16/22 11:32:00AM
Prep Batch ID:	1147477	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

alpha-BHC	SW8081B	1	0.25	2.0	ND		ug/Kg	12/17/22	17:07	LA	471572
gamma-BHC (Lindane)	SW8081B	1	0.71	2.0	ND		ug/Kg	12/17/22	17:07	LA	471572
beta-BHC	SW8081B	1	0.44	2.0	ND		ug/Kg	12/17/22	17:07	LA	471572
delta-BHC	SW8081B	1	0.65	2.0	ND		ug/Kg	12/17/22	17:07	LA	471572
Heptachlor	SW8081B	1	0.27	2.0	ND		ug/Kg	12/17/22	17:07	LA	471572
Aldrin	SW8081B	1	0.29	2.0	ND		ug/Kg	12/17/22	17:07	LA	471572
Heptachlor Epoxide	SW8081B	1	0.31	2.0	ND		ug/Kg	12/17/22	17:07	LA	471572
gamma-Chlordane	SW8081B	1	1.5	3.0	ND		ug/Kg	12/17/22	17:07	LA	471572
alpha-Chlordane	SW8081B	1	0.36	2.0	ND		ug/Kg	12/17/22	17:07	LA	471572
4,4'-DDE	SW8081B	1	0.61	2.0	ND		ug/Kg	12/17/22	17:07	LA	471572
Endosulfan I	SW8081B	1	0.29	2.0	ND		ug/Kg	12/17/22	17:07	LA	471572
Dieldrin	SW8081B	1	0.25	2.0	ND		ug/Kg	12/17/22	17:07	LA	471572
Endrin	SW8081B	1	0.79	2.0	ND		ug/Kg	12/17/22	17:07	LA	471572
4,4'-DDD	SW8081B	1	0.64	2.0	ND		ug/Kg	12/17/22	17:07	LA	471572
Endosulfan II	SW8081B	1	0.34	2.0	ND		ug/Kg	12/17/22	17:07	LA	471572
4,4'-DDT	SW8081B	1	0.74	2.0	ND		ug/Kg	12/17/22	17:07	LA	471572
Endrin Aldehyde	SW8081B	1	0.51	2.0	ND		ug/Kg	12/17/22	17:07	LA	471572
Methoxychlor	SW8081B	1	2.6	6.0	ND		ug/Kg	12/17/22	17:07	LA	471572
Endosulfan Sulfate	SW8081B	1	0.51	2.0	ND		ug/Kg	12/17/22	17:07	LA	471572
Endrin Ketone	SW8081B	1	0.43	2.0	ND		ug/Kg	12/17/22	17:07	LA	471572
Chlordane, Technical	SW8081B	1	2.7	20	ND		ug/Kg	12/17/22	17:07	LA	471572
Toxaphene	SW8081B	1	22	50	ND		ug/Kg	12/17/22	17:07	LA	471572
Acceptance Limits											
Tetrachloro-M-Xylene (S)	SW8081B		48 - 125		59.9		%	12/17/22	17:07	LA	471572
Decachlorobiphenyl (S)	SW8081B		38 - 135		64.6		%	12/17/22	17:07	LA	471572



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-3-3.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:51
SDG:

Lab Sample ID: 2212180-005A
Sample Matrix: Soil

Prep Method: 9045C
Prep Batch ID: 1147568

Prep Batch Date/Time: 12/19/22 12:20:00PM
Prep Analyst: ROME

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
pH in Soil	SW9045D	1	0.10	2.00	8.65		SU	12/19/22	12:20	RE	471547



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-3-3.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:51
SDG:

Lab Sample ID: 2212180-005A
Sample Matrix: Soil

Prep Method: 3546_BNA
Prep Batch ID: 1147435

Prep Batch Date/Time: 12/15/22 10:23:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

N-Nitrosodimethylamine	SW8270C	1	46.9	720	ND		ug/Kg	12/22/22	3:32	MK	471614
Phenol	SW8270C	1	43.8	288	ND		ug/Kg	12/22/22	3:32	MK	471614
Bis(2-chloroethyl)ether	SW8270C	1	13.3	144	ND		ug/Kg	12/22/22	3:32	MK	471614
2-Chlorophenol	SW8270C	1	47.7	288	ND		ug/Kg	12/22/22	3:32	MK	471614
1,3-Dichlorobenzene	SW8270C	1	13.1	144	ND		ug/Kg	12/22/22	3:32	MK	471614
1,4-Dichlorobenzene	SW8270C	1	14.6	144	ND		ug/Kg	12/22/22	3:32	MK	471614
Benzyl Alcohol	SW8270C	1	20.5	288	ND		ug/Kg	12/22/22	3:32	MK	471614
1,2-Dichlorobenzene	SW8270C	1	13.5	144	ND		ug/Kg	12/22/22	3:32	MK	471614
2-Methylphenol (o-Cresol)	SW8270C	1	29.3	288	ND		ug/Kg	12/22/22	3:32	MK	471614
N-Methyl-2-Pyrrolidone (NMP)	SW8270C	1	68.0	720	ND		ug/Kg	12/22/22	3:32	MK	471614
3-/4-Methylphenol (p-/m-Cresol)	SW8270C	1	31.3	288	ND		ug/Kg	12/22/22	3:32	MK	471614
N-nitroso-di-n-propylamine	SW8270C	1	13.2	144	ND		ug/Kg	12/22/22	3:32	MK	471614
Hexachloroethane	SW8270C	1	17.1	144	ND		ug/Kg	12/22/22	3:32	MK	471614
Nitrobenzene	SW8270C	1	12.8	144	ND		ug/Kg	12/22/22	3:32	MK	471614
Isophorone	SW8270C	1	12.2	144	ND		ug/Kg	12/22/22	3:32	MK	471614
2-Nitrophenol	SW8270C	1	25.4	288	ND		ug/Kg	12/22/22	3:32	MK	471614
2,4-Dimethylphenol	SW8270C	1	22.8	288	ND		ug/Kg	12/22/22	3:32	MK	471614
Benzoic Acid	SW8270C	1	41.7	288	ND		ug/Kg	12/22/22	3:32	MK	471614
Bis(2-Chloroethoxy)methane	SW8270C	1	9.79	144	ND		ug/Kg	12/22/22	3:32	MK	471614
Bis(2-chloroisopropyl)ether	SW8270C	1	12.6	144	ND		ug/Kg	12/22/22	3:32	MK	471614
2,4-Dichlorophenol	SW8270C	1	39.3	288	ND		ug/Kg	12/22/22	3:32	MK	471614
1,2,4-Trichlorobenzene	SW8270C	1	11.8	144	ND		ug/Kg	12/22/22	3:32	MK	471614
Naphthalene	SW8270C	1	10.6	144	ND		ug/Kg	12/22/22	3:32	MK	471614
2,6-Dichlorophenol	SW8270C	1	35.8	288	ND		ug/Kg	12/22/22	3:32	MK	471614
Hexachloro-1,3-butadiene	SW8270C	1	8.34	144	ND		ug/Kg	12/22/22	3:32	MK	471614
4-Chloro-3-methylphenol	SW8270C	1	33.8	288	ND		ug/Kg	12/22/22	3:32	MK	471614
2-Methylnaphthalene	SW8270C	1	10.4	144	ND		ug/Kg	12/22/22	3:32	MK	471614
1-Methylnaphthalene	SW8270C	1	12.2	144	ND		ug/Kg	12/22/22	3:32	MK	471614
Hexachlorocyclopentadiene	SW8270C	1	12.9	144	ND		ug/Kg	12/22/22	3:32	MK	471614
2,4,6-Trichlorophenol	SW8270C	1	35.9	288	ND		ug/Kg	12/22/22	3:32	MK	471614
2,4,5-Trichlorophenol	SW8270C	1	33.4	288	ND		ug/Kg	12/22/22	3:32	MK	471614
2-Chloronaphthalene	SW8270C	1	10.6	144	ND		ug/Kg	12/22/22	3:32	MK	471614
1,4-Dinitrobenzene	SW8270C	1	10.3	144	ND		ug/Kg	12/22/22	3:32	MK	471614
Dimethyl phthalate	SW8270C	1	14.2	720	ND		ug/Kg	12/22/22	3:32	MK	471614
1,3-Dinitrobenzene	SW8270C	1	10.4	144	ND		ug/Kg	12/22/22	3:32	MK	471614
Acenaphthylene	SW8270C	1	8.28	144	ND		ug/Kg	12/22/22	3:32	MK	471614
2,6-Dinitrotoluene	SW8270C	1	11.3	144	ND		ug/Kg	12/22/22	3:32	MK	471614
1,2-Dinitrobenzene	SW8270C	1	15.8	144	ND		ug/Kg	12/22/22	3:32	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-3-3.0	Lab Sample ID:	2212180-005A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 22:51		
SDG:			

Prep Method: 3546_BNA	Prep Batch Date/Time: 12/15/22 10:23:00AM
Prep Batch ID: 1147435	Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Acenaphthene	SW8270C	1	10.7	144	ND		ug/Kg	12/22/22	3:32	MK	471614
2,4-Dinitrophenol	SW8270C	1	77.6	720	ND		ug/Kg	12/22/22	3:32	MK	471614
4-Nitrophenol	SW8270C	1	54.7	720	ND		ug/Kg	12/22/22	3:32	MK	471614
Dibenzofuran	SW8270C	1	11.2	144	ND		ug/Kg	12/22/22	3:32	MK	471614
2,4-Dinitrotoluene	SW8270C	1	12.1	144	ND		ug/Kg	12/22/22	3:32	MK	471614
2,3,5,6-Tetrachlorophenol	SW8270C	1	27.6	288	ND		ug/Kg	12/22/22	3:32	MK	471614
2,3,4,6-Tetrachlorophenol	SW8270C	1	31.5	288	ND		ug/Kg	12/22/22	3:32	MK	471614
Diethylphthalate	SW8270C	1	13.6	720	ND		ug/Kg	12/22/22	3:32	MK	471614
Fluorene	SW8270C	1	10.3	144	ND		ug/Kg	12/22/22	3:32	MK	471614
4-Chlorophenyl-phenylether	SW8270C	1	9.32	144	ND		ug/Kg	12/22/22	3:32	MK	471614
4,6-Dinitro-2-methylphenol	SW8270C	1	13.4	288	ND		ug/Kg	12/22/22	3:32	MK	471614
Diphenylamine	SW8270C	1	13.0	144	ND		ug/Kg	12/22/22	3:32	MK	471614
Azobenzene	SW8270C	1	114	144	ND		ug/Kg	12/22/22	3:32	MK	471614
4-Bromophenyl-phenylether	SW8270C	1	8.23	144	ND		ug/Kg	12/22/22	3:32	MK	471614
Hexachlorobenzene	SW8270C	1	8.66	144	ND		ug/Kg	12/22/22	3:32	MK	471614
Pentachlorophenol	SW8270C	1	25.0	288	ND		ug/Kg	12/22/22	3:32	MK	471614
Phenanthrene	SW8270C	1	9.32	144	ND		ug/Kg	12/22/22	3:32	MK	471614
Anthracene	SW8270C	1	8.91	144	ND		ug/Kg	12/22/22	3:32	MK	471614
Carbazole	SW8270C	1	10.7	144	ND		ug/Kg	12/22/22	3:32	MK	471614
Di-n-butylphthalate	SW8270C	1	13.5	144	ND		ug/Kg	12/22/22	3:32	MK	471614
Fluoranthene	SW8270C	1	10.0	144	ND		ug/Kg	12/22/22	3:32	MK	471614
Benzidine	SW8270C	1	147	144	ND		ug/Kg	12/22/22	3:32	MK	471614
Pyrene	SW8270C	1	12.0	144	13.7	J	ug/Kg	12/22/22	3:32	MK	471614
Butylbenzylphthalate	SW8270C	1	21.0	720	ND		ug/Kg	12/22/22	3:32	MK	471614
Benzo(a)anthracene	SW8270C	1	9.80	144	ND		ug/Kg	12/22/22	3:32	MK	471614
3,3-Dichlorobenzidine	SW8270C	1	118	144	ND		ug/Kg	12/22/22	3:32	MK	471614
Chrysene	SW8270C	1	15.2	144	ND		ug/Kg	12/22/22	3:32	MK	471614
Bis(2-Ethylhexyl)phthalate	SW8270C	1	15.3	720	ND		ug/Kg	12/22/22	3:32	MK	471614
Di-n-Octylphthalate	SW8270C	1	12.3	144	ND		ug/Kg	12/22/22	3:32	MK	471614
Benzo(b)fluorathene	SW8270C	1	12.0	144	ND		ug/Kg	12/22/22	3:32	MK	471614
benzo(k)fluorathene	SW8270C	1	8.16	144	ND		ug/Kg	12/22/22	3:32	MK	471614
Benzo(a)pyrene	SW8270C	1	9.80	144	ND		ug/Kg	12/22/22	3:32	MK	471614
Indeno(1,2,3-c,d)pyrene	SW8270C	1	13.8	144	ND		ug/Kg	12/22/22	3:32	MK	471614
Dibenzo(a,h)anthracene	SW8270C	1	12.7	144	ND		ug/Kg	12/22/22	3:32	MK	471614
Benzo(g,h,i)perylene	SW8270C	1	16.7	144	ND		ug/Kg	12/22/22	3:32	MK	471614
Pyridine	SW8270C	1	43.8	720	ND		ug/Kg	12/22/22	3:32	MK	471614
Acceptance Limits											
2-Fluorophenol (S)	SW8270C		25 - 121		61.2		%	12/22/22	3:32	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-3-3.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:51
SDG:

Lab Sample ID: 2212180-005A
Sample Matrix: Soil

Prep Method: 3546_BNA
Prep Batch ID: 1147435

Prep Batch Date/Time: 12/15/22 10:23:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Phenol-d6 (S)	SW8270C	24 - 113	60.2	%	12/22/22	3:32	MK	471614
2,4,6-Tribromophenol (S)	SW8270C	19 - 122	46.9	%	12/22/22	3:32	MK	471614
2-Fluorobiphenyl (S)	SW8270C	45 - 143	64.5	%	12/22/22	3:32	MK	471614
Nitrobenzene-d5 (S)	SW8270C	23 - 120	61.6	%	12/22/22	3:32	MK	471614
p-Terphenyl-d14 (S)	SW8270C	18 - 137	80.2	%	12/22/22	3:32	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-3-3.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:51
SDG:

Lab Sample ID: 2212180-005A
Sample Matrix: Soil

Prep Method: 3546_TPH
Prep Batch ID: 1147438

Prep Batch Date/Time: 12/15/22 11:23:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
TPH as Diesel	SW8015B	1	0.66	2.0	4.73	x	mg/Kg	12/16/22	15:13	SN	471562
TPH as Motor Oil	SW8015B	1	0.76	5.0	6.14		mg/Kg	12/16/22	15:13	SN	471562
Acceptance Limits					98.3		%	12/16/22	15:13	SN	471562
Pentacosane (S)	SW8015B		45 - 130								

NOTE: x- Diesel result due to unknown organics within diesel quantified range.



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-3-3.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:51
SDG:

Lab Sample ID: 2212180-005A
Sample Matrix: Soil

Prep Method: 5035
Prep Batch ID: 1147485

Prep Batch Date/Time: 12/15/22 10:59:00AM
Prep Analyst: HYYAS

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Dichlorodifluoromethane	SW8260B	1	1.2	10	ND		ug/Kg	12/15/22	17:30	HV	471486
Chloromethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	17:30	HV	471486
Vinyl Chloride	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	17:30	HV	471486
Bromomethane	SW8260B	1	2.7	10	ND		ug/Kg	12/15/22	17:30	HV	471486
Chloroethane	SW8260B	1	3.0	10	ND		ug/Kg	12/15/22	17:30	HV	471486
Trichlorofluoromethane	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	17:30	HV	471486
1,1-Dichloroethene	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	17:30	HV	471486
Freon 113	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	17:30	HV	471486
Methylene Chloride	SW8260B	1	7.1	10	ND		ug/Kg	12/15/22	17:30	HV	471486
trans-1,2-Dichloroethene	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	17:30	HV	471486
MTBE	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	17:30	HV	471486
TBA	SW8260B	1	12	50	ND		ug/Kg	12/15/22	17:30	HV	471486
Diisopropyl ether	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	17:30	HV	471486
1,1-Dichloroethane	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	17:30	HV	471486
Ethyl tert-Butyl ether	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	17:30	HV	471486
cis-1,2-Dichloroethene	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	17:30	HV	471486
2,2-Dichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	17:30	HV	471486
Bromochloromethane	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	17:30	HV	471486
Chloroform	SW8260B	1	2.4	10	ND		ug/Kg	12/15/22	17:30	HV	471486
Carbon Tetrachloride	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	17:30	HV	471486
1,1,1-Trichloroethane	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	17:30	HV	471486
1,1-Dichloropropene	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	17:30	HV	471486
Benzene	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	17:30	HV	471486
TAME	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	17:30	HV	471486
1,2-Dichloroethane	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	17:30	HV	471486
Trichloroethene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	17:30	HV	471486
Dibromomethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	17:30	HV	471486
1,2-Dichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	17:30	HV	471486
Bromodichloromethane	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	17:30	HV	471486
cis-1,3-Dichloropropene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	17:30	HV	471486
Toluene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	17:30	HV	471486
Tetrachloroethene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	17:30	HV	471486
trans-1,3-Dichloropropene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	17:30	HV	471486
1,1,2-Trichloroethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	17:30	HV	471486
Dibromochloromethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	17:30	HV	471486
1,3-Dichloropropane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	17:30	HV	471486
1,2-Dibromoethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	17:30	HV	471486
Chlorobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	17:30	HV	471486



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-3-3.0	Lab Sample ID:	2212180-005A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 22:51		
SDG:			

Prep Method: 5035	Prep Batch Date/Time: 12/15/22 10:59:00AM
Prep Batch ID: 1147485	Prep Analyst: HVYAS

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Ethylbenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	17:30	HV	471486
1,1,1,2-Tetrachloroethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	17:30	HV	471486
m,p-Xylene	SW8260B	1	3.2	10	ND		ug/Kg	12/15/22	17:30	HV	471486
o-Xylene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	17:30	HV	471486
Styrene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	17:30	HV	471486
Bromoform	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	17:30	HV	471486
Isopropyl Benzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	17:30	HV	471486
n-Propylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	17:30	HV	471486
Bromobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	17:30	HV	471486
1,1,2,2-Tetrachloroethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	17:30	HV	471486
2-Chlorotoluene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	17:30	HV	471486
1,3,5-Trimethylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	17:30	HV	471486
1,2,3-Trichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	17:30	HV	471486
4-Chlorotoluene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	17:30	HV	471486
tert-Butylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	17:30	HV	471486
1,2,4-Trimethylbenzene	SW8260B	1	1.4	10	ND		ug/Kg	12/15/22	17:30	HV	471486
sec-Butyl Benzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	17:30	HV	471486
p-Isopropyltoluene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	17:30	HV	471486
1,3-Dichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	17:30	HV	471486
1,4-Dichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	17:30	HV	471486
n-Butylbenzene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	17:30	HV	471486
1,2-Dichlorobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	17:30	HV	471486
1,2-Dibromo-3-Chloropropane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	17:30	HV	471486
Hexachlorobutadiene	SW8260B	1	1.4	10	ND		ug/Kg	12/15/22	17:30	HV	471486
1,2,4-Trichlorobenzene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	17:30	HV	471486
Naphthalene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	17:30	HV	471486
1,2,3-Trichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	17:30	HV	471486
2-Butanone	SW8260B	1	2.3	10.0	ND		ug/Kg	12/15/22	17:30	HV	471486
(S) Dibromofluoromethane	SW8260B		59.8 - 148		79.5		%	12/15/22	17:30	HV	471486
(S) Toluene-d8	SW8260B		55.2 - 133		72.9		%	12/15/22	17:30	HV	471486
(S) 4-Bromofluorobenzene	SW8260B		55.8 - 141		79.3		%	12/15/22	17:30	HV	471486



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-3-3.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:51
SDG:

Lab Sample ID: 2212180-005A
Sample Matrix: Soil

Prep Method: 5035GRO
Prep Batch ID: 1147488

Prep Batch Date/Time: 12/15/22 10:59:00AM
Prep Analyst: HVYAS

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
TPH as Gasoline	SW8260B(TPH)	1	43	100	ND		ug/Kg	12/15/22	17:30	HV	471486
(S) 4-Bromofluorobenzene	SW8260B(TPH)		43.9 - 127		89.7		%	12/15/22	17:30	HV	471486



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-3-5.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 23:18
SDG:

Lab Sample ID: 2212180-006A
Sample Matrix: Soil

Prep Method: 9010P
Prep Batch ID: 1147517

Prep Batch Date/Time: 12/17/22 8:00:00AM
Prep Analyst: PHUFANO

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Cyanide, Total	SW9014	1	0.24	1.5	ND		mg/Kg	12/17/22	14:36	PH	471507



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-3-5.0	Lab Sample ID:	2212180-006A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 23:18		
SDG:			

Prep Method:	7471BP	Prep Batch Date/Time:	12/15/22	6:45:00PM
Prep Batch ID:	1147466	Prep Analyst:	TNGO	

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Mercury	SW7471B	1	0.083	0.50	ND		mg/Kg	12/16/22	11:08	BJAY	471519



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-3-5.0	Lab Sample ID:	2212180-006A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 23:18		
SDG:			

Prep Method: 6020S-P	Prep Batch Date/Time: 12/16/22 10:45:00AM
Prep Batch ID: 1147472	Prep Analyst: ERAGUDO

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
<i>The results shown below are reported using their MDL.</i>											
Antimony	SW6020A	1	0.12	1.0	ND		mg/Kg	12/19/22	16:47	ERR	471558
Arsenic	SW6020A	1	0.21	1.0	3.01		mg/Kg	12/19/22	16:47	ERR	471558
Barium	SW6020A	1	0.84	1.0	75.2		mg/Kg	12/19/22	16:47	ERR	471558
Beryllium	SW6020A	1	0.16	1.0	0.329	J	mg/Kg	12/19/22	16:47	ERR	471558
Cadmium	SW6020A	1	0.084	1.0	0.0940	J	mg/Kg	12/19/22	16:47	ERR	471558
Chromium	SW6020A	1	0.097	1.0	82.2		mg/Kg	12/19/22	16:47	ERR	471558
Cobalt	SW6020A	1	0.21	1.0	13.1		mg/Kg	12/19/22	16:47	ERR	471558
Copper	SW6020A	1	0.17	2.5	9.63		mg/Kg	12/19/22	16:47	ERR	471558
Lead	SW6020A	1	0.054	1.0	4.87		mg/Kg	12/19/22	16:47	ERR	471558
Molybdenum	SW6020A	1	0.13	1.0	0.152	J	mg/Kg	12/19/22	16:47	ERR	471558
Nickel	SW6020A	1	1.2	5.0	61.2		mg/Kg	12/19/22	16:47	ERR	471558
Selenium	SW6020A	1	0.035	1.0	2.06		mg/Kg	12/19/22	16:47	ERR	471558
Silver	SW6020A	1	0.098	0.50	ND		mg/Kg	12/19/22	16:47	ERR	471558
Thallium	SW6020A	1	0.34	5.0	ND		mg/Kg	12/19/22	16:47	ERR	471558
Vanadium	SW6020A	1	0.28	25	58.5		mg/Kg	12/19/22	16:47	ERR	471558
Zinc	SW6020A	1	0.70	2.5	40.0		mg/Kg	12/19/22	16:47	ERR	471558



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-3-5.0	Lab Sample ID:	2212180-006A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 23:18		
SDG:			

Prep Method:	WET/3010B	Prep Batch Date/Time:	12/30/22 12:50:00PM
Prep Batch ID:	1147721	Prep Analyst:	ATRUONG

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
Chromium (STLC)	SW6010B-STLC	1	0.010	0.20	0.234		mg/L	01/03/23	12:47	AT	471719



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-3-5.0	Lab Sample ID:	2212180-006A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 23:18		
SDG:			

Prep Method:	3546_PCB	Prep Batch Date/Time:	12/15/22 11:46:00AM
Prep Batch ID:	1147440	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Aroclor1016	SW8082A	1	35.0	100	ND		ug/Kg	12/16/22	16:22	MK	471516
Aroclor1221	SW8082A	1	5.00	100	ND		ug/Kg	12/16/22	16:22	MK	471516
Aroclor1232	SW8082A	1	17.0	100	ND		ug/Kg	12/16/22	16:22	MK	471516
Aroclor1242	SW8082A	1	3.00	100	ND		ug/Kg	12/16/22	16:22	MK	471516
Aroclor1248	SW8082A	1	2.00	100	ND		ug/Kg	12/16/22	16:22	MK	471516
Aroclor1254	SW8082A	1	14.0	100	ND		ug/Kg	12/16/22	16:22	MK	471516
Aroclor1260	SW8082A	1	24.0	100	ND		ug/Kg	12/16/22	16:22	MK	471516
Acceptance Limits											
TCMX (S)	SW8082A		48 - 125		97.0		%	12/16/22	16:22	MK	471516
DCBP (S)	SW8082A		48 - 135		93.0		%	12/16/22	16:22	MK	471516



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-3-5.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 23:18
SDG:

Lab Sample ID: 2212180-006A
Sample Matrix: Soil

Prep Method: 3546_OCP
Prep Batch ID: 1147477

Prep Batch Date/Time: 12/16/22 11:32:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

alpha-BHC	SW8081B	1	0.25	2.0	ND		ug/Kg	12/17/22	17:21	LA	471572
gamma-BHC (Lindane)	SW8081B	1	0.71	2.0	ND		ug/Kg	12/17/22	17:21	LA	471572
beta-BHC	SW8081B	1	0.44	2.0	ND		ug/Kg	12/17/22	17:21	LA	471572
delta-BHC	SW8081B	1	0.65	2.0	ND		ug/Kg	12/17/22	17:21	LA	471572
Heptachlor	SW8081B	1	0.27	2.0	ND		ug/Kg	12/17/22	17:21	LA	471572
Aldrin	SW8081B	1	0.29	2.0	ND		ug/Kg	12/17/22	17:21	LA	471572
Heptachlor Epoxide	SW8081B	1	0.31	2.0	ND		ug/Kg	12/17/22	17:21	LA	471572
gamma-Chlordane	SW8081B	1	1.5	3.0	ND		ug/Kg	12/17/22	17:21	LA	471572
alpha-Chlordane	SW8081B	1	0.36	2.0	ND		ug/Kg	12/17/22	17:21	LA	471572
4,4'-DDE	SW8081B	1	0.61	2.0	ND		ug/Kg	12/17/22	17:21	LA	471572
Endosulfan I	SW8081B	1	0.29	2.0	ND		ug/Kg	12/17/22	17:21	LA	471572
Dieldrin	SW8081B	1	0.25	2.0	ND		ug/Kg	12/17/22	17:21	LA	471572
Endrin	SW8081B	1	0.79	2.0	ND		ug/Kg	12/17/22	17:21	LA	471572
4,4'-DDD	SW8081B	1	0.64	2.0	ND		ug/Kg	12/17/22	17:21	LA	471572
Endosulfan II	SW8081B	1	0.34	2.0	ND		ug/Kg	12/17/22	17:21	LA	471572
4,4'-DDT	SW8081B	1	0.74	2.0	ND		ug/Kg	12/17/22	17:21	LA	471572
Endrin Aldehyde	SW8081B	1	0.51	2.0	ND		ug/Kg	12/17/22	17:21	LA	471572
Methoxychlor	SW8081B	1	2.6	6.0	ND		ug/Kg	12/17/22	17:21	LA	471572
Endosulfan Sulfate	SW8081B	1	0.51	2.0	ND		ug/Kg	12/17/22	17:21	LA	471572
Endrin Ketone	SW8081B	1	0.43	2.0	ND		ug/Kg	12/17/22	17:21	LA	471572
Chlordane, Technical	SW8081B	1	2.7	20	ND		ug/Kg	12/17/22	17:21	LA	471572
Toxaphene	SW8081B	1	22	50	ND		ug/Kg	12/17/22	17:21	LA	471572
Acceptance Limits											
Tetrachloro-M-Xylene (S)	SW8081B		48 - 125		65.2		%	12/17/22	17:21	LA	471572
Decachlorobiphenyl (S)	SW8081B		38 - 135		70.3		%	12/17/22	17:21	LA	471572



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-3-5.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 23:18
SDG:

Lab Sample ID: 2212180-006A
Sample Matrix: Soil

Prep Method: 9045C
Prep Batch ID: 1147568

Prep Batch Date/Time: 12/19/22 12:20:00PM
Prep Analyst: ROME

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
pH in Soil	SW9045D	1	0.10	2.00	8.78		SU	12/19/22	12:20	RE	471547



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-3-5.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 23:18
SDG:

Lab Sample ID: 2212180-006A
Sample Matrix: Soil

Prep Method: 3546_BNA
Prep Batch ID: 1147435

Prep Batch Date/Time: 12/15/22 10:23:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

N-Nitrosodimethylamine	SW8270C	1	46.9	720	ND		ug/Kg	12/22/22	4:00	MK	471614
Phenol	SW8270C	1	43.8	288	ND		ug/Kg	12/22/22	4:00	MK	471614
Bis(2-chloroethyl)ether	SW8270C	1	13.3	144	ND		ug/Kg	12/22/22	4:00	MK	471614
2-Chlorophenol	SW8270C	1	47.7	288	ND		ug/Kg	12/22/22	4:00	MK	471614
1,3-Dichlorobenzene	SW8270C	1	13.1	144	ND		ug/Kg	12/22/22	4:00	MK	471614
1,4-Dichlorobenzene	SW8270C	1	14.6	144	ND		ug/Kg	12/22/22	4:00	MK	471614
Benzyl Alcohol	SW8270C	1	20.5	288	ND		ug/Kg	12/22/22	4:00	MK	471614
1,2-Dichlorobenzene	SW8270C	1	13.5	144	ND		ug/Kg	12/22/22	4:00	MK	471614
2-Methylphenol (o-Cresol)	SW8270C	1	29.3	288	ND		ug/Kg	12/22/22	4:00	MK	471614
N-Methyl-2-Pyrrolidone (NMP)	SW8270C	1	68.0	720	ND		ug/Kg	12/22/22	4:00	MK	471614
3-/4-Methylphenol (p-/m-Cresol)	SW8270C	1	31.3	288	ND		ug/Kg	12/22/22	4:00	MK	471614
N-nitroso-di-n-propylamine	SW8270C	1	13.2	144	ND		ug/Kg	12/22/22	4:00	MK	471614
Hexachloroethane	SW8270C	1	17.1	144	ND		ug/Kg	12/22/22	4:00	MK	471614
Nitrobenzene	SW8270C	1	12.8	144	ND		ug/Kg	12/22/22	4:00	MK	471614
Isophorone	SW8270C	1	12.2	144	ND		ug/Kg	12/22/22	4:00	MK	471614
2-Nitrophenol	SW8270C	1	25.4	288	ND		ug/Kg	12/22/22	4:00	MK	471614
2,4-Dimethylphenol	SW8270C	1	22.8	288	ND		ug/Kg	12/22/22	4:00	MK	471614
Benzoic Acid	SW8270C	1	41.7	288	ND		ug/Kg	12/22/22	4:00	MK	471614
Bis(2-Chloroethoxy)methane	SW8270C	1	9.79	144	ND		ug/Kg	12/22/22	4:00	MK	471614
Bis(2-chloroisopropyl)ether	SW8270C	1	12.6	144	ND		ug/Kg	12/22/22	4:00	MK	471614
2,4-Dichlorophenol	SW8270C	1	39.3	288	ND		ug/Kg	12/22/22	4:00	MK	471614
1,2,4-Trichlorobenzene	SW8270C	1	11.8	144	ND		ug/Kg	12/22/22	4:00	MK	471614
Naphthalene	SW8270C	1	10.6	144	ND		ug/Kg	12/22/22	4:00	MK	471614
2,6-Dichlorophenol	SW8270C	1	35.8	288	ND		ug/Kg	12/22/22	4:00	MK	471614
Hexachloro-1,3-butadiene	SW8270C	1	8.34	144	ND		ug/Kg	12/22/22	4:00	MK	471614
4-Chloro-3-methylphenol	SW8270C	1	33.8	288	ND		ug/Kg	12/22/22	4:00	MK	471614
2-Methylnaphthalene	SW8270C	1	10.4	144	ND		ug/Kg	12/22/22	4:00	MK	471614
1-Methylnaphthalene	SW8270C	1	12.2	144	ND		ug/Kg	12/22/22	4:00	MK	471614
Hexachlorocyclopentadiene	SW8270C	1	12.9	144	ND		ug/Kg	12/22/22	4:00	MK	471614
2,4,6-Trichlorophenol	SW8270C	1	35.9	288	ND		ug/Kg	12/22/22	4:00	MK	471614
2,4,5-Trichlorophenol	SW8270C	1	33.4	288	ND		ug/Kg	12/22/22	4:00	MK	471614
2-Chloronaphthalene	SW8270C	1	10.6	144	ND		ug/Kg	12/22/22	4:00	MK	471614
1,4-Dinitrobenzene	SW8270C	1	10.3	144	ND		ug/Kg	12/22/22	4:00	MK	471614
Dimethyl phthalate	SW8270C	1	14.2	720	ND		ug/Kg	12/22/22	4:00	MK	471614
1,3-Dinitrobenzene	SW8270C	1	10.4	144	ND		ug/Kg	12/22/22	4:00	MK	471614
Acenaphthylene	SW8270C	1	8.28	144	ND		ug/Kg	12/22/22	4:00	MK	471614
2,6-Dinitrotoluene	SW8270C	1	11.3	144	ND		ug/Kg	12/22/22	4:00	MK	471614
1,2-Dinitrobenzene	SW8270C	1	15.8	144	ND		ug/Kg	12/22/22	4:00	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-3-5.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 23:18
SDG:

Lab Sample ID: 2212180-006A
Sample Matrix: Soil

Prep Method: 3546_BNA
Prep Batch ID: 1147435

Prep Batch Date/Time: 12/15/22 10:23:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Acenaphthene	SW8270C	1	10.7	144	ND		ug/Kg	12/22/22	4:00	MK	471614
2,4-Dinitrophenol	SW8270C	1	77.6	720	ND		ug/Kg	12/22/22	4:00	MK	471614
4-Nitrophenol	SW8270C	1	54.7	720	ND		ug/Kg	12/22/22	4:00	MK	471614
Dibenzofuran	SW8270C	1	11.2	144	ND		ug/Kg	12/22/22	4:00	MK	471614
2,4-Dinitrotoluene	SW8270C	1	12.1	144	ND		ug/Kg	12/22/22	4:00	MK	471614
2,3,5,6-Tetrachlorophenol	SW8270C	1	27.6	288	ND		ug/Kg	12/22/22	4:00	MK	471614
2,3,4,6-Tetrachlorophenol	SW8270C	1	31.5	288	ND		ug/Kg	12/22/22	4:00	MK	471614
Diethylphthalate	SW8270C	1	13.6	720	ND		ug/Kg	12/22/22	4:00	MK	471614
Fluorene	SW8270C	1	10.3	144	ND		ug/Kg	12/22/22	4:00	MK	471614
4-Chlorophenyl-phenylether	SW8270C	1	9.32	144	ND		ug/Kg	12/22/22	4:00	MK	471614
4,6-Dinitro-2-methylphenol	SW8270C	1	13.4	288	ND		ug/Kg	12/22/22	4:00	MK	471614
Diphenylamine	SW8270C	1	13.0	144	ND		ug/Kg	12/22/22	4:00	MK	471614
Azobenzene	SW8270C	1	114	144	ND		ug/Kg	12/22/22	4:00	MK	471614
4-Bromophenyl-phenylether	SW8270C	1	8.23	144	ND		ug/Kg	12/22/22	4:00	MK	471614
Hexachlorobenzene	SW8270C	1	8.66	144	ND		ug/Kg	12/22/22	4:00	MK	471614
Pentachlorophenol	SW8270C	1	25.0	288	ND		ug/Kg	12/22/22	4:00	MK	471614
Phenanthrene	SW8270C	1	9.32	144	ND		ug/Kg	12/22/22	4:00	MK	471614
Anthracene	SW8270C	1	8.91	144	ND		ug/Kg	12/22/22	4:00	MK	471614
Carbazole	SW8270C	1	10.7	144	ND		ug/Kg	12/22/22	4:00	MK	471614
Di-n-butylphthalate	SW8270C	1	13.5	144	ND		ug/Kg	12/22/22	4:00	MK	471614
Fluoranthene	SW8270C	1	10.0	144	ND		ug/Kg	12/22/22	4:00	MK	471614
Benzidine	SW8270C	1	147	144	ND		ug/Kg	12/22/22	4:00	MK	471614
Pyrene	SW8270C	1	12.0	144	ND		ug/Kg	12/22/22	4:00	MK	471614
Butylbenzylphthalate	SW8270C	1	21.0	720	ND		ug/Kg	12/22/22	4:00	MK	471614
Benzo(a)anthracene	SW8270C	1	9.80	144	ND		ug/Kg	12/22/22	4:00	MK	471614
3,3-Dichlorobenzidine	SW8270C	1	118	144	ND		ug/Kg	12/22/22	4:00	MK	471614
Chrysene	SW8270C	1	15.2	144	ND		ug/Kg	12/22/22	4:00	MK	471614
Bis(2-Ethylhexyl)phthalate	SW8270C	1	15.3	720	18.6	J	ug/Kg	12/22/22	4:00	MK	471614
Di-n-Octylphthalate	SW8270C	1	12.3	144	ND		ug/Kg	12/22/22	4:00	MK	471614
Benzo(b)fluorathene	SW8270C	1	12.0	144	ND		ug/Kg	12/22/22	4:00	MK	471614
benzo(k)fluorathene	SW8270C	1	8.16	144	ND		ug/Kg	12/22/22	4:00	MK	471614
Benzo(a)pyrene	SW8270C	1	9.80	144	ND		ug/Kg	12/22/22	4:00	MK	471614
Indeno(1,2,3-c,d)pyrene	SW8270C	1	13.8	144	ND		ug/Kg	12/22/22	4:00	MK	471614
Dibenzo(a,h)anthracene	SW8270C	1	12.7	144	ND		ug/Kg	12/22/22	4:00	MK	471614
Benzo(g,h,i)perylene	SW8270C	1	16.7	144	ND		ug/Kg	12/22/22	4:00	MK	471614
Pyridine	SW8270C	1	43.8	720	ND		ug/Kg	12/22/22	4:00	MK	471614
Acceptance Limits											
2-Fluorophenol (S)	SW8270C		25 - 121		79.9		%	12/22/22	4:00	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-3-5.0	Lab Sample ID:	2212180-006A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 23:18		
SDG:			

Prep Method:	3546_BNA	Prep Batch Date/Time:	12/15/22 10:23:00AM
Prep Batch ID:	1147435	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Phenol-d6 (S)	SW8270C	24 - 113	75.3	%	12/22/22	4:00	MK	471614
2,4,6-Tribromophenol (S)	SW8270C	19 - 122	63.5	%	12/22/22	4:00	MK	471614
2-Fluorobiphenyl (S)	SW8270C	45 - 143	74.0	%	12/22/22	4:00	MK	471614
Nitrobenzene-d5 (S)	SW8270C	23 - 120	74.0	%	12/22/22	4:00	MK	471614
p-Terphenyl-d14 (S)	SW8270C	18 - 137	89.5	%	12/22/22	4:00	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-3-5.0	Lab Sample ID:	2212180-006A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 23:18		
SDG:			

Prep Method:	3546_TPH	Prep Batch Date/Time:	12/15/22 11:23:00AM
Prep Batch ID:	1147438	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
TPH as Diesel	SW8015B	1	0.66	2.0	2.91	x	mg/Kg	12/16/22	15:39	SN	471562
TPH as Motor Oil	SW8015B	1	0.76	5.0	10.4		mg/Kg	12/16/22	15:39	SN	471562
Acceptance Limits					79.9		%	12/16/22	15:39	SN	471562
Pentacosane (S)	SW8015B		45 - 130								

NOTE: x- Diesel result due to unknown organics within diesel quantified range.



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-3-5.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 23:18
SDG:

Lab Sample ID: 2212180-006A
Sample Matrix: Soil

Prep Method: 5035
Prep Batch ID: 1147485

Prep Batch Date/Time: 12/15/22 10:59:00AM
Prep Analyst: HYYAS

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Dichlorodifluoromethane	SW8260B	1	1.2	10	ND		ug/Kg	12/15/22	18:00	HV	471486
Chloromethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	18:00	HV	471486
Vinyl Chloride	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	18:00	HV	471486
Bromomethane	SW8260B	1	2.7	10	ND		ug/Kg	12/15/22	18:00	HV	471486
Chloroethane	SW8260B	1	3.0	10	ND		ug/Kg	12/15/22	18:00	HV	471486
Trichlorofluoromethane	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	18:00	HV	471486
1,1-Dichloroethene	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	18:00	HV	471486
Freon 113	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	18:00	HV	471486
Methylene Chloride	SW8260B	1	7.1	10	ND		ug/Kg	12/15/22	18:00	HV	471486
trans-1,2-Dichloroethene	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	18:00	HV	471486
MTBE	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	18:00	HV	471486
TBA	SW8260B	1	12	50	ND		ug/Kg	12/15/22	18:00	HV	471486
Diisopropyl ether	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	18:00	HV	471486
1,1-Dichloroethane	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	18:00	HV	471486
Ethyl tert-Butyl ether	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	18:00	HV	471486
cis-1,2-Dichloroethene	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	18:00	HV	471486
2,2-Dichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	18:00	HV	471486
Bromochloromethane	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	18:00	HV	471486
Chloroform	SW8260B	1	2.4	10	ND		ug/Kg	12/15/22	18:00	HV	471486
Carbon Tetrachloride	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	18:00	HV	471486
1,1,1-Trichloroethane	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	18:00	HV	471486
1,1-Dichloropropene	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	18:00	HV	471486
Benzene	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	18:00	HV	471486
TAME	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	18:00	HV	471486
1,2-Dichloroethane	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	18:00	HV	471486
Trichloroethene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	18:00	HV	471486
Dibromomethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	18:00	HV	471486
1,2-Dichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	18:00	HV	471486
Bromodichloromethane	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	18:00	HV	471486
cis-1,3-Dichloropropene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	18:00	HV	471486
Toluene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	18:00	HV	471486
Tetrachloroethene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	18:00	HV	471486
trans-1,3-Dichloropropene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	18:00	HV	471486
1,1,2-Trichloroethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	18:00	HV	471486
Dibromochloromethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	18:00	HV	471486
1,3-Dichloropropane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	18:00	HV	471486
1,2-Dibromoethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	18:00	HV	471486
Chlorobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	18:00	HV	471486



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-3-5.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 23:18
SDG:

Lab Sample ID: 2212180-006A
Sample Matrix: Soil

Prep Method: 5035
Prep Batch ID: 1147485

Prep Batch Date/Time: 12/15/22 10:59:00AM
Prep Analyst: HVYAS

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Ethylbenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	18:00	HV	471486
1,1,1,2-Tetrachloroethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	18:00	HV	471486
m,p-Xylene	SW8260B	1	3.2	10	ND		ug/Kg	12/15/22	18:00	HV	471486
o-Xylene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	18:00	HV	471486
Styrene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	18:00	HV	471486
Bromoform	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	18:00	HV	471486
Isopropyl Benzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	18:00	HV	471486
n-Propylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	18:00	HV	471486
Bromobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	18:00	HV	471486
1,1,2,2-Tetrachloroethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	18:00	HV	471486
2-Chlorotoluene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	18:00	HV	471486
1,3,5-Trimethylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	18:00	HV	471486
1,2,3-Trichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	18:00	HV	471486
4-Chlorotoluene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	18:00	HV	471486
tert-Butylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	18:00	HV	471486
1,2,4-Trimethylbenzene	SW8260B	1	1.4	10	ND		ug/Kg	12/15/22	18:00	HV	471486
sec-Butyl Benzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	18:00	HV	471486
p-Isopropyltoluene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	18:00	HV	471486
1,3-Dichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	18:00	HV	471486
1,4-Dichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	18:00	HV	471486
n-Butylbenzene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	18:00	HV	471486
1,2-Dichlorobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	18:00	HV	471486
1,2-Dibromo-3-Chloropropane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	18:00	HV	471486
Hexachlorobutadiene	SW8260B	1	1.4	10	ND		ug/Kg	12/15/22	18:00	HV	471486
1,2,4-Trichlorobenzene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	18:00	HV	471486
Naphthalene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	18:00	HV	471486
1,2,3-Trichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	18:00	HV	471486
2-Butanone	SW8260B	1	2.3	10.0	ND		ug/Kg	12/15/22	18:00	HV	471486
(S) Dibromofluoromethane	SW8260B		59.8 - 148		73.3		%	12/15/22	18:00	HV	471486
(S) Toluene-d8	SW8260B		55.2 - 133		74.1		%	12/15/22	18:00	HV	471486
(S) 4-Bromofluorobenzene	SW8260B		55.8 - 141		81.4		%	12/15/22	18:00	HV	471486



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-3-5.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 23:18
SDG:

Lab Sample ID: 2212180-006A
Sample Matrix: Soil

Prep Method: 5035GRO
Prep Batch ID: 1147488

Prep Batch Date/Time: 12/15/22 10:59:00AM
Prep Analyst: HVYAS

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
TPH as Gasoline	SW8260B(TPH)	1	43	100	ND		ug/Kg	12/15/22	18:00	HV	471486
(S) 4-Bromofluorobenzene	SW8260B(TPH)		43.9 - 127		83.3		%	12/15/22	18:00	HV	471486



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-4-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:12
SDG:

Lab Sample ID: 2212180-007A
Sample Matrix: Soil

Prep Method: 9010P
Prep Batch ID: 1147517

Prep Batch Date/Time: 12/17/22 8:00:00AM
Prep Analyst: PHUFANO

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Cyanide, Total	SW9014	1	0.24	1.5	ND		mg/Kg	12/17/22	14:36	PH	471507



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-4-1.5	Lab Sample ID:	2212180-007A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 22:12		
SDG:			

Prep Method:	7471BP	Prep Batch Date/Time:	12/15/22	6:45:00PM
Prep Batch ID:	1147466	Prep Analyst:	TNGO	

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Mercury	SW7471B	1	0.083	0.50	ND		mg/Kg	12/16/22	11:10	BJAY	471519



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-4-1.5	Lab Sample ID:	2212180-007A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 22:12		
SDG:			

Prep Method:	6020S-P	Prep Batch Date/Time:	12/16/22 10:45:00AM
Prep Batch ID:	1147472	Prep Analyst:	ERAGUDO

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Antimony	SW6020A	1	0.12	1.0	ND		mg/Kg	12/19/22	16:51	ERR	471558
Arsenic	SW6020A	1	0.21	1.0	2.61		mg/Kg	12/19/22	16:51	ERR	471558
Barium	SW6020A	1	0.84	1.0	65.2		mg/Kg	12/19/22	16:51	ERR	471558
Beryllium	SW6020A	1	0.16	1.0	0.298	J	mg/Kg	12/19/22	16:51	ERR	471558
Cadmium	SW6020A	1	0.084	1.0	ND		mg/Kg	12/19/22	16:51	ERR	471558
Chromium	SW6020A	1	0.097	1.0	72.5		mg/Kg	12/19/22	16:51	ERR	471558
Cobalt	SW6020A	1	0.21	1.0	6.29		mg/Kg	12/19/22	16:51	ERR	471558
Copper	SW6020A	1	0.17	2.5	7.28		mg/Kg	12/19/22	16:51	ERR	471558
Lead	SW6020A	1	0.054	1.0	3.25		mg/Kg	12/19/22	16:51	ERR	471558
Molybdenum	SW6020A	1	0.13	1.0	ND		mg/Kg	12/19/22	16:51	ERR	471558
Nickel	SW6020A	1	1.2	5.0	36.3		mg/Kg	12/19/22	16:51	ERR	471558
Selenium	SW6020A	1	0.035	1.0	2.04		mg/Kg	12/19/22	16:51	ERR	471558
Silver	SW6020A	1	0.098	0.50	ND		mg/Kg	12/19/22	16:51	ERR	471558
Thallium	SW6020A	1	0.34	5.0	ND		mg/Kg	12/19/22	16:51	ERR	471558
Vanadium	SW6020A	1	0.28	25	50.2		mg/Kg	12/19/22	16:51	ERR	471558
Zinc	SW6020A	1	0.70	2.5	26.7		mg/Kg	12/19/22	16:51	ERR	471558



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-4-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:12
SDG:

Lab Sample ID: 2212180-007A
Sample Matrix: Soil

Prep Method: WET/3010B
Prep Batch ID: 1147721

Prep Batch Date/Time: 12/30/22 12:50:00PM
Prep Analyst: ATRUONG

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
Chromium (STLC)	SW6010B-STLC	1	0.010	0.20	0.462		mg/L	01/03/23	12:49	AT	471719



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-4-1.5	Lab Sample ID:	2212180-007A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 22:12		
SDG:			

Prep Method:	3546_PCB	Prep Batch Date/Time:	12/15/22 11:46:00AM
Prep Batch ID:	1147440	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Aroclor1016	SW8082A	1	35.0	100	ND		ug/Kg	12/16/22	16:38	MK	471516
Aroclor1221	SW8082A	1	5.00	100	ND		ug/Kg	12/16/22	16:38	MK	471516
Aroclor1232	SW8082A	1	17.0	100	ND		ug/Kg	12/16/22	16:38	MK	471516
Aroclor1242	SW8082A	1	3.00	100	ND		ug/Kg	12/16/22	16:38	MK	471516
Aroclor1248	SW8082A	1	2.00	100	ND		ug/Kg	12/16/22	16:38	MK	471516
Aroclor1254	SW8082A	1	14.0	100	ND		ug/Kg	12/16/22	16:38	MK	471516
Aroclor1260	SW8082A	1	24.0	100	ND		ug/Kg	12/16/22	16:38	MK	471516
Acceptance Limits											
TCMX (S)	SW8082A		48 - 125		98.0		%	12/16/22	16:38	MK	471516
DCBP (S)	SW8082A		48 - 135		93.0		%	12/16/22	16:38	MK	471516



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-4-1.5	Lab Sample ID:	2212180-007A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 22:12		
SDG:			

Prep Method:	3546_OCP	Prep Batch Date/Time:	12/16/22 11:32:00AM
Prep Batch ID:	1147477	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

alpha-BHC	SW8081B	1	0.25	2.0	ND		ug/Kg	12/17/22	17:34	LA	471572
gamma-BHC (Lindane)	SW8081B	1	0.71	2.0	ND		ug/Kg	12/17/22	17:34	LA	471572
beta-BHC	SW8081B	1	0.44	2.0	ND		ug/Kg	12/17/22	17:34	LA	471572
delta-BHC	SW8081B	1	0.65	2.0	ND		ug/Kg	12/17/22	17:34	LA	471572
Heptachlor	SW8081B	1	0.27	2.0	ND		ug/Kg	12/17/22	17:34	LA	471572
Aldrin	SW8081B	1	0.29	2.0	ND		ug/Kg	12/17/22	17:34	LA	471572
Heptachlor Epoxide	SW8081B	1	0.31	2.0	ND		ug/Kg	12/17/22	17:34	LA	471572
gamma-Chlordane	SW8081B	1	1.5	3.0	ND		ug/Kg	12/17/22	17:34	LA	471572
alpha-Chlordane	SW8081B	1	0.36	2.0	ND		ug/Kg	12/17/22	17:34	LA	471572
4,4'-DDE	SW8081B	1	0.61	2.0	ND		ug/Kg	12/17/22	17:34	LA	471572
Endosulfan I	SW8081B	1	0.29	2.0	ND		ug/Kg	12/17/22	17:34	LA	471572
Dieldrin	SW8081B	1	0.25	2.0	ND		ug/Kg	12/17/22	17:34	LA	471572
Endrin	SW8081B	1	0.79	2.0	ND		ug/Kg	12/17/22	17:34	LA	471572
4,4'-DDD	SW8081B	1	0.64	2.0	ND		ug/Kg	12/17/22	17:34	LA	471572
Endosulfan II	SW8081B	1	0.34	2.0	ND		ug/Kg	12/17/22	17:34	LA	471572
4,4'-DDT	SW8081B	1	0.74	2.0	ND		ug/Kg	12/17/22	17:34	LA	471572
Endrin Aldehyde	SW8081B	1	0.51	2.0	ND		ug/Kg	12/17/22	17:34	LA	471572
Methoxychlor	SW8081B	1	2.6	6.0	ND		ug/Kg	12/17/22	17:34	LA	471572
Endosulfan Sulfate	SW8081B	1	0.51	2.0	ND		ug/Kg	12/17/22	17:34	LA	471572
Endrin Ketone	SW8081B	1	0.43	2.0	ND		ug/Kg	12/17/22	17:34	LA	471572
Chlordane, Technical	SW8081B	1	2.7	20	ND		ug/Kg	12/17/22	17:34	LA	471572
Toxaphene	SW8081B	1	22	50	ND		ug/Kg	12/17/22	17:34	LA	471572
Acceptance Limits											
Tetrachloro-M-Xylene (S)	SW8081B		48 - 125		68.8		%	12/17/22	17:34	LA	471572
Decachlorobiphenyl (S)	SW8081B		38 - 135		72.0		%	12/17/22	17:34	LA	471572



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-4-1.5	Lab Sample ID:	2212180-007A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 22:12		
SDG:			

Prep Method:	9045C	Prep Batch Date/Time:	12/19/22	12:20:00PM
Prep Batch ID:	1147568	Prep Analyst:	ROME	

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
pH in Soil	SW9045D	1	0.10	2.00	8.40		SU	12/19/22	12:20	RE	471547



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-4-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:12
SDG:

Lab Sample ID: 2212180-007A
Sample Matrix: Soil

Prep Method: 3546_BNA
Prep Batch ID: 1147435

Prep Batch Date/Time: 12/15/22 10:23:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

N-Nitrosodimethylamine	SW8270C	1	46.9	720	ND		ug/Kg	12/22/22	4:28	MK	471614
Phenol	SW8270C	1	43.8	288	ND		ug/Kg	12/22/22	4:28	MK	471614
Bis(2-chloroethyl)ether	SW8270C	1	13.3	144	ND		ug/Kg	12/22/22	4:28	MK	471614
2-Chlorophenol	SW8270C	1	47.7	288	ND		ug/Kg	12/22/22	4:28	MK	471614
1,3-Dichlorobenzene	SW8270C	1	13.1	144	ND		ug/Kg	12/22/22	4:28	MK	471614
1,4-Dichlorobenzene	SW8270C	1	14.6	144	ND		ug/Kg	12/22/22	4:28	MK	471614
Benzyl Alcohol	SW8270C	1	20.5	288	ND		ug/Kg	12/22/22	4:28	MK	471614
1,2-Dichlorobenzene	SW8270C	1	13.5	144	ND		ug/Kg	12/22/22	4:28	MK	471614
2-Methylphenol (o-Cresol)	SW8270C	1	29.3	288	ND		ug/Kg	12/22/22	4:28	MK	471614
N-Methyl-2-Pyrrolidone (NMP)	SW8270C	1	68.0	720	ND		ug/Kg	12/22/22	4:28	MK	471614
3-/4-Methylphenol (p-/m-Cresol)	SW8270C	1	31.3	288	ND		ug/Kg	12/22/22	4:28	MK	471614
N-nitroso-di-n-propylamine	SW8270C	1	13.2	144	ND		ug/Kg	12/22/22	4:28	MK	471614
Hexachloroethane	SW8270C	1	17.1	144	ND		ug/Kg	12/22/22	4:28	MK	471614
Nitrobenzene	SW8270C	1	12.8	144	ND		ug/Kg	12/22/22	4:28	MK	471614
Isophorone	SW8270C	1	12.2	144	ND		ug/Kg	12/22/22	4:28	MK	471614
2-Nitrophenol	SW8270C	1	25.4	288	ND		ug/Kg	12/22/22	4:28	MK	471614
2,4-Dimethylphenol	SW8270C	1	22.8	288	ND		ug/Kg	12/22/22	4:28	MK	471614
Benzoic Acid	SW8270C	1	41.7	288	ND		ug/Kg	12/22/22	4:28	MK	471614
Bis(2-Chloroethoxy)methane	SW8270C	1	9.79	144	ND		ug/Kg	12/22/22	4:28	MK	471614
Bis(2-chloroisopropyl)ether	SW8270C	1	12.6	144	ND		ug/Kg	12/22/22	4:28	MK	471614
2,4-Dichlorophenol	SW8270C	1	39.3	288	ND		ug/Kg	12/22/22	4:28	MK	471614
1,2,4-Trichlorobenzene	SW8270C	1	11.8	144	ND		ug/Kg	12/22/22	4:28	MK	471614
Naphthalene	SW8270C	1	10.6	144	ND		ug/Kg	12/22/22	4:28	MK	471614
2,6-Dichlorophenol	SW8270C	1	35.8	288	ND		ug/Kg	12/22/22	4:28	MK	471614
Hexachloro-1,3-butadiene	SW8270C	1	8.34	144	ND		ug/Kg	12/22/22	4:28	MK	471614
4-Chloro-3-methylphenol	SW8270C	1	33.8	288	ND		ug/Kg	12/22/22	4:28	MK	471614
2-Methylnaphthalene	SW8270C	1	10.4	144	ND		ug/Kg	12/22/22	4:28	MK	471614
1-Methylnaphthalene	SW8270C	1	12.2	144	ND		ug/Kg	12/22/22	4:28	MK	471614
Hexachlorocyclopentadiene	SW8270C	1	12.9	144	ND		ug/Kg	12/22/22	4:28	MK	471614
2,4,6-Trichlorophenol	SW8270C	1	35.9	288	ND		ug/Kg	12/22/22	4:28	MK	471614
2,4,5-Trichlorophenol	SW8270C	1	33.4	288	ND		ug/Kg	12/22/22	4:28	MK	471614
2-Chloronaphthalene	SW8270C	1	10.6	144	ND		ug/Kg	12/22/22	4:28	MK	471614
1,4-Dinitrobenzene	SW8270C	1	10.3	144	ND		ug/Kg	12/22/22	4:28	MK	471614
Dimethyl phthalate	SW8270C	1	14.2	720	ND		ug/Kg	12/22/22	4:28	MK	471614
1,3-Dinitrobenzene	SW8270C	1	10.4	144	ND		ug/Kg	12/22/22	4:28	MK	471614
Acenaphthylene	SW8270C	1	8.28	144	ND		ug/Kg	12/22/22	4:28	MK	471614
2,6-Dinitrotoluene	SW8270C	1	11.3	144	ND		ug/Kg	12/22/22	4:28	MK	471614
1,2-Dinitrobenzene	SW8270C	1	15.8	144	ND		ug/Kg	12/22/22	4:28	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-4-1.5	Lab Sample ID:	2212180-007A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 22:12		
SDG:			

Prep Method: 3546_BNA	Prep Batch Date/Time: 12/15/22 10:23:00AM
Prep Batch ID: 1147435	Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Acenaphthene	SW8270C	1	10.7	144	ND		ug/Kg	12/22/22	4:28	MK	471614
2,4-Dinitrophenol	SW8270C	1	77.6	720	ND		ug/Kg	12/22/22	4:28	MK	471614
4-Nitrophenol	SW8270C	1	54.7	720	ND		ug/Kg	12/22/22	4:28	MK	471614
Dibenzofuran	SW8270C	1	11.2	144	ND		ug/Kg	12/22/22	4:28	MK	471614
2,4-Dinitrotoluene	SW8270C	1	12.1	144	ND		ug/Kg	12/22/22	4:28	MK	471614
2,3,5,6-Tetrachlorophenol	SW8270C	1	27.6	288	ND		ug/Kg	12/22/22	4:28	MK	471614
2,3,4,6-Tetrachlorophenol	SW8270C	1	31.5	288	ND		ug/Kg	12/22/22	4:28	MK	471614
Diethylphthalate	SW8270C	1	13.6	720	ND		ug/Kg	12/22/22	4:28	MK	471614
Fluorene	SW8270C	1	10.3	144	ND		ug/Kg	12/22/22	4:28	MK	471614
4-Chlorophenyl-phenylether	SW8270C	1	9.32	144	ND		ug/Kg	12/22/22	4:28	MK	471614
4,6-Dinitro-2-methylphenol	SW8270C	1	13.4	288	ND		ug/Kg	12/22/22	4:28	MK	471614
Diphenylamine	SW8270C	1	13.0	144	ND		ug/Kg	12/22/22	4:28	MK	471614
Azobenzene	SW8270C	1	114	144	ND		ug/Kg	12/22/22	4:28	MK	471614
4-Bromophenyl-phenylether	SW8270C	1	8.23	144	ND		ug/Kg	12/22/22	4:28	MK	471614
Hexachlorobenzene	SW8270C	1	8.66	144	ND		ug/Kg	12/22/22	4:28	MK	471614
Pentachlorophenol	SW8270C	1	25.0	288	ND		ug/Kg	12/22/22	4:28	MK	471614
Phenanthrene	SW8270C	1	9.32	144	ND		ug/Kg	12/22/22	4:28	MK	471614
Anthracene	SW8270C	1	8.91	144	ND		ug/Kg	12/22/22	4:28	MK	471614
Carbazole	SW8270C	1	10.7	144	ND		ug/Kg	12/22/22	4:28	MK	471614
Di-n-butylphthalate	SW8270C	1	13.5	144	ND		ug/Kg	12/22/22	4:28	MK	471614
Fluoranthene	SW8270C	1	10.0	144	ND		ug/Kg	12/22/22	4:28	MK	471614
Benzidine	SW8270C	1	147	144	ND		ug/Kg	12/22/22	4:28	MK	471614
Pyrene	SW8270C	1	12.0	144	14.9	J	ug/Kg	12/22/22	4:28	MK	471614
Butylbenzylphthalate	SW8270C	1	21.0	720	ND		ug/Kg	12/22/22	4:28	MK	471614
Benzo(a)anthracene	SW8270C	1	9.80	144	ND		ug/Kg	12/22/22	4:28	MK	471614
3,3-Dichlorobenzidine	SW8270C	1	118	144	ND		ug/Kg	12/22/22	4:28	MK	471614
Chrysene	SW8270C	1	15.2	144	ND		ug/Kg	12/22/22	4:28	MK	471614
Bis(2-Ethylhexyl)phthalate	SW8270C	1	15.3	720	ND		ug/Kg	12/22/22	4:28	MK	471614
Di-n-Octylphthalate	SW8270C	1	12.3	144	ND		ug/Kg	12/22/22	4:28	MK	471614
Benzo(b)fluorathene	SW8270C	1	12.0	144	ND		ug/Kg	12/22/22	4:28	MK	471614
benzo(k)fluorathene	SW8270C	1	8.16	144	ND		ug/Kg	12/22/22	4:28	MK	471614
Benzo(a)pyrene	SW8270C	1	9.80	144	ND		ug/Kg	12/22/22	4:28	MK	471614
Indeno(1,2,3-c,d)pyrene	SW8270C	1	13.8	144	ND		ug/Kg	12/22/22	4:28	MK	471614
Dibenzo(a,h)anthracene	SW8270C	1	12.7	144	ND		ug/Kg	12/22/22	4:28	MK	471614
Benzo(g,h,i)perylene	SW8270C	1	16.7	144	ND		ug/Kg	12/22/22	4:28	MK	471614
Pyridine	SW8270C	1	43.8	720	ND		ug/Kg	12/22/22	4:28	MK	471614
Acceptance Limits											
2-Fluorophenol (S)	SW8270C		25 - 121		69.1		%	12/22/22	4:28	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-4-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:12
SDG:

Lab Sample ID: 2212180-007A
Sample Matrix: Soil

Prep Method: 3546_BNA
Prep Batch ID: 1147435

Prep Batch Date/Time: 12/15/22 10:23:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Phenol-d6 (S)	SW8270C	24 - 113	71.8	%	12/22/22	4:28	MK	471614
2,4,6-Tribromophenol (S)	SW8270C	19 - 122	53.8	%	12/22/22	4:28	MK	471614
2-Fluorobiphenyl (S)	SW8270C	45 - 143	73.5	%	12/22/22	4:28	MK	471614
Nitrobenzene-d5 (S)	SW8270C	23 - 120	71.2	%	12/22/22	4:28	MK	471614
p-Terphenyl-d14 (S)	SW8270C	18 - 137	85.3	%	12/22/22	4:28	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-4-1.5	Lab Sample ID:	2212180-007A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 22:12		
SDG:			

Prep Method:	3546_TPH	Prep Batch Date/Time:	12/15/22 11:23:00AM
Prep Batch ID:	1147438	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
TPH as Diesel	SW8015B	1	0.66	2.0	ND		mg/Kg	12/16/22	16:04	SN	471562
TPH as Motor Oil	SW8015B	1	0.76	5.0	ND		mg/Kg	12/16/22	16:04	SN	471562
			Acceptance Limits								
Pentacosane (S)	SW8015B		45 - 130		91.4		%	12/16/22	16:04	SN	471562



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-4-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:12
SDG:

Lab Sample ID: 2212180-007A
Sample Matrix: Soil

Prep Method: 5035
Prep Batch ID: 1147485

Prep Batch Date/Time: 12/15/22 10:59:00AM
Prep Analyst: HYYAS

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Dichlorodifluoromethane	SW8260B	1	1.2	10	ND		ug/Kg	12/15/22	18:30	HV	471486
Chloromethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	18:30	HV	471486
Vinyl Chloride	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	18:30	HV	471486
Bromomethane	SW8260B	1	2.7	10	ND		ug/Kg	12/15/22	18:30	HV	471486
Chloroethane	SW8260B	1	3.0	10	ND		ug/Kg	12/15/22	18:30	HV	471486
Trichlorofluoromethane	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	18:30	HV	471486
1,1-Dichloroethene	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	18:30	HV	471486
Freon 113	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	18:30	HV	471486
Methylene Chloride	SW8260B	1	7.1	10	ND		ug/Kg	12/15/22	18:30	HV	471486
trans-1,2-Dichloroethene	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	18:30	HV	471486
MTBE	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	18:30	HV	471486
TBA	SW8260B	1	12	50	ND		ug/Kg	12/15/22	18:30	HV	471486
Diisopropyl ether	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	18:30	HV	471486
1,1-Dichloroethane	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	18:30	HV	471486
Ethyl tert-Butyl ether	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	18:30	HV	471486
cis-1,2-Dichloroethene	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	18:30	HV	471486
2,2-Dichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	18:30	HV	471486
Bromochloromethane	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	18:30	HV	471486
Chloroform	SW8260B	1	2.4	10	ND		ug/Kg	12/15/22	18:30	HV	471486
Carbon Tetrachloride	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	18:30	HV	471486
1,1,1-Trichloroethane	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	18:30	HV	471486
1,1-Dichloropropene	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	18:30	HV	471486
Benzene	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	18:30	HV	471486
TAME	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	18:30	HV	471486
1,2-Dichloroethane	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	18:30	HV	471486
Trichloroethene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	18:30	HV	471486
Dibromomethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	18:30	HV	471486
1,2-Dichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	18:30	HV	471486
Bromodichloromethane	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	18:30	HV	471486
cis-1,3-Dichloropropene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	18:30	HV	471486
Toluene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	18:30	HV	471486
Tetrachloroethene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	18:30	HV	471486
trans-1,3-Dichloropropene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	18:30	HV	471486
1,1,2-Trichloroethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	18:30	HV	471486
Dibromochloromethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	18:30	HV	471486
1,3-Dichloropropane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	18:30	HV	471486
1,2-Dibromoethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	18:30	HV	471486
Chlorobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	18:30	HV	471486



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-4-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:12
SDG:

Lab Sample ID: 2212180-007A
Sample Matrix: Soil

Prep Method: 5035
Prep Batch ID: 1147485

Prep Batch Date/Time: 12/15/22 10:59:00AM
Prep Analyst: HVYAS

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Ethylbenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	18:30	HV	471486
1,1,1,2-Tetrachloroethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	18:30	HV	471486
m,p-Xylene	SW8260B	1	3.2	10	ND		ug/Kg	12/15/22	18:30	HV	471486
o-Xylene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	18:30	HV	471486
Styrene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	18:30	HV	471486
Bromoform	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	18:30	HV	471486
Isopropyl Benzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	18:30	HV	471486
n-Propylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	18:30	HV	471486
Bromobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	18:30	HV	471486
1,1,2,2-Tetrachloroethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	18:30	HV	471486
2-Chlorotoluene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	18:30	HV	471486
1,3,5-Trimethylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	18:30	HV	471486
1,2,3-Trichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	18:30	HV	471486
4-Chlorotoluene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	18:30	HV	471486
tert-Butylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	18:30	HV	471486
1,2,4-Trimethylbenzene	SW8260B	1	1.4	10	ND		ug/Kg	12/15/22	18:30	HV	471486
sec-Butyl Benzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	18:30	HV	471486
p-Isopropyltoluene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	18:30	HV	471486
1,3-Dichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	18:30	HV	471486
1,4-Dichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	18:30	HV	471486
n-Butylbenzene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	18:30	HV	471486
1,2-Dichlorobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	18:30	HV	471486
1,2-Dibromo-3-Chloropropane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	18:30	HV	471486
Hexachlorobutadiene	SW8260B	1	1.4	10	ND		ug/Kg	12/15/22	18:30	HV	471486
1,2,4-Trichlorobenzene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	18:30	HV	471486
Naphthalene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	18:30	HV	471486
1,2,3-Trichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	18:30	HV	471486
2-Butanone	SW8260B	1	2.3	10.0	ND		ug/Kg	12/15/22	18:30	HV	471486
(S) Dibromofluoromethane	SW8260B		59.8 - 148		74.9		%	12/15/22	18:30	HV	471486
(S) Toluene-d8	SW8260B		55.2 - 133		76.0		%	12/15/22	18:30	HV	471486
(S) 4-Bromofluorobenzene	SW8260B		55.8 - 141		80.2		%	12/15/22	18:30	HV	471486



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-4-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:12
SDG:

Lab Sample ID: 2212180-007A
Sample Matrix: Soil

Prep Method: 5035GRO
Prep Batch ID: 1147488

Prep Batch Date/Time: 12/15/22 10:59:00AM
Prep Analyst: HVYAS

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
TPH as Gasoline	SW8260B(TPH)	1	43	100	ND		ug/Kg	12/15/22	18:30	HV	471486
(S) 4-Bromofluorobenzene	SW8260B(TPH)		43.9 - 127		101		%	12/15/22	18:30	HV	471486



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-4-3.0	Lab Sample ID:	2212180-008A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 22:20		
SDG:			

Prep Method:	9010P	Prep Batch Date/Time:	12/17/22	8:00:00AM
Prep Batch ID:	1147517	Prep Analyst:	PHUFANO	

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Cyanide, Total	SW9014	1	0.24	1.5	ND		mg/Kg	12/17/22	14:36	PH	471507



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-4-3.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:20
SDG:

Lab Sample ID: 2212180-008A
Sample Matrix: Soil

Prep Method: 7471BP
Prep Batch ID: 1147466

Prep Batch Date/Time: 12/15/22 6:45:00PM
Prep Analyst: TNGO

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Mercury	SW7471B	1	0.083	0.50	ND		mg/Kg	12/16/22	11:12	BJAY	471519



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-4-3.0	Lab Sample ID:	2212180-008A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 22:20		
SDG:			

Prep Method:	6020S-P	Prep Batch Date/Time:	12/16/22 10:45:00AM
Prep Batch ID:	1147472	Prep Analyst:	ERAGUDO

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Antimony	SW6020A	1	0.12	1.0	ND		mg/Kg	12/19/22	16:56	ERR	471558
Arsenic	SW6020A	1	0.21	1.0	3.47		mg/Kg	12/19/22	16:56	ERR	471558
Barium	SW6020A	1	0.84	1.0	90.1		mg/Kg	12/19/22	16:56	ERR	471558
Beryllium	SW6020A	1	0.16	1.0	0.340	J	mg/Kg	12/19/22	16:56	ERR	471558
Cadmium	SW6020A	1	0.084	1.0	ND		mg/Kg	12/19/22	16:56	ERR	471558
Chromium	SW6020A	1	0.097	1.0	86.8		mg/Kg	12/19/22	16:56	ERR	471558
Cobalt	SW6020A	1	0.21	1.0	10.5		mg/Kg	12/19/22	16:56	ERR	471558
Copper	SW6020A	1	0.17	2.5	9.32		mg/Kg	12/19/22	16:56	ERR	471558
Lead	SW6020A	1	0.054	1.0	3.71		mg/Kg	12/19/22	16:56	ERR	471558
Molybdenum	SW6020A	1	0.13	1.0	0.157	J	mg/Kg	12/19/22	16:56	ERR	471558
Nickel	SW6020A	1	1.2	5.0	53.5		mg/Kg	12/19/22	16:56	ERR	471558
Selenium	SW6020A	1	0.035	1.0	2.39		mg/Kg	12/19/22	16:56	ERR	471558
Silver	SW6020A	1	0.098	0.50	ND		mg/Kg	12/19/22	16:56	ERR	471558
Thallium	SW6020A	1	0.34	5.0	ND		mg/Kg	12/19/22	16:56	ERR	471558
Vanadium	SW6020A	1	0.28	25	60.4		mg/Kg	12/19/22	16:56	ERR	471558
Zinc	SW6020A	1	0.70	2.5	29.4		mg/Kg	12/19/22	16:56	ERR	471558



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-4-3.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:20
SDG:

Lab Sample ID: 2212180-008A
Sample Matrix: Soil

Prep Method: WET/3010B
Prep Batch ID: 1147721

Prep Batch Date/Time: 12/30/22 12:50:00PM
Prep Analyst: ATRUONG

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
Chromium (STLC)	SW6010B-STLC	1	0.010	0.20	ND		mg/L	01/03/23	12:50	AT	471719



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-4-3.0	Lab Sample ID:	2212180-008A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 22:20		
SDG:			

Prep Method:	3546_PCB	Prep Batch Date/Time:	12/15/22 11:46:00AM
Prep Batch ID:	1147440	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Aroclor1016	SW8082A	1	35.0	100	ND		ug/Kg	12/16/22	16:55	MK	471516
Aroclor1221	SW8082A	1	5.00	100	ND		ug/Kg	12/16/22	16:55	MK	471516
Aroclor1232	SW8082A	1	17.0	100	ND		ug/Kg	12/16/22	16:55	MK	471516
Aroclor1242	SW8082A	1	3.00	100	ND		ug/Kg	12/16/22	16:55	MK	471516
Aroclor1248	SW8082A	1	2.00	100	ND		ug/Kg	12/16/22	16:55	MK	471516
Aroclor1254	SW8082A	1	14.0	100	ND		ug/Kg	12/16/22	16:55	MK	471516
Aroclor1260	SW8082A	1	24.0	100	ND		ug/Kg	12/16/22	16:55	MK	471516
Acceptance Limits											
TCMX (S)	SW8082A		48 - 125		102		%	12/16/22	16:55	MK	471516
DCBP (S)	SW8082A		48 - 135		98.0		%	12/16/22	16:55	MK	471516



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-4-3.0	Lab Sample ID:	2212180-008A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 22:20		
SDG:			

Prep Method: 3546_OCP	Prep Batch Date/Time: 12/16/22 11:32:00AM
Prep Batch ID: 1147477	Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
<i>The results shown below are reported using their MDL.</i>											
alpha-BHC	SW8081B	1	0.25	2.0	ND		ug/Kg	12/17/22	17:48	LA	471572
gamma-BHC (Lindane)	SW8081B	1	0.71	2.0	ND		ug/Kg	12/17/22	17:48	LA	471572
beta-BHC	SW8081B	1	0.44	2.0	ND		ug/Kg	12/17/22	17:48	LA	471572
delta-BHC	SW8081B	1	0.65	2.0	ND		ug/Kg	12/17/22	17:48	LA	471572
Heptachlor	SW8081B	1	0.27	2.0	ND		ug/Kg	12/17/22	17:48	LA	471572
Aldrin	SW8081B	1	0.29	2.0	ND		ug/Kg	12/17/22	17:48	LA	471572
Heptachlor Epoxide	SW8081B	1	0.31	2.0	ND		ug/Kg	12/17/22	17:48	LA	471572
gamma-Chlordane	SW8081B	1	1.5	3.0	ND		ug/Kg	12/17/22	17:48	LA	471572
alpha-Chlordane	SW8081B	1	0.36	2.0	ND		ug/Kg	12/17/22	17:48	LA	471572
4,4'-DDE	SW8081B	1	0.61	2.0	ND		ug/Kg	12/17/22	17:48	LA	471572
Endosulfan I	SW8081B	1	0.29	2.0	ND		ug/Kg	12/17/22	17:48	LA	471572
Dieldrin	SW8081B	1	0.25	2.0	ND		ug/Kg	12/17/22	17:48	LA	471572
Endrin	SW8081B	1	0.79	2.0	ND		ug/Kg	12/17/22	17:48	LA	471572
4,4'-DDD	SW8081B	1	0.64	2.0	ND		ug/Kg	12/17/22	17:48	LA	471572
Endosulfan II	SW8081B	1	0.34	2.0	ND		ug/Kg	12/17/22	17:48	LA	471572
4,4'-DDT	SW8081B	1	0.74	2.0	ND		ug/Kg	12/17/22	17:48	LA	471572
Endrin Aldehyde	SW8081B	1	0.51	2.0	ND		ug/Kg	12/17/22	17:48	LA	471572
Methoxychlor	SW8081B	1	2.6	6.0	ND		ug/Kg	12/17/22	17:48	LA	471572
Endosulfan Sulfate	SW8081B	1	0.51	2.0	ND		ug/Kg	12/17/22	17:48	LA	471572
Endrin Ketone	SW8081B	1	0.43	2.0	ND		ug/Kg	12/17/22	17:48	LA	471572
Chlordane, Technical	SW8081B	1	2.7	20	ND		ug/Kg	12/17/22	17:48	LA	471572
Toxaphene	SW8081B	1	22	50	ND		ug/Kg	12/17/22	17:48	LA	471572
Acceptance Limits											
Tetrachloro-M-Xylene (S)	SW8081B		48 - 125		72.5		%	12/17/22	17:48	LA	471572
Decachlorobiphenyl (S)	SW8081B		38 - 135		77.9		%	12/17/22	17:48	LA	471572



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-4-3.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:20
SDG:

Lab Sample ID: 2212180-008A
Sample Matrix: Soil

Prep Method: 9045C
Prep Batch ID: 1147568

Prep Batch Date/Time: 12/19/22 12:20:00PM
Prep Analyst: ROME

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
pH in Soil	SW9045D	1	0.10	2.00	7.72		SU	12/19/22	12:20	RE	471547



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-4-3.0	Lab Sample ID:	2212180-008A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 22:20		
SDG:			

Prep Method:	3546_BNA	Prep Batch Date/Time:	12/15/22 10:23:00AM
Prep Batch ID:	1147435	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

N-Nitrosodimethylamine	SW8270C	1	46.9	720	ND		ug/Kg	12/22/22	4:56	MK	471614
Phenol	SW8270C	1	43.8	288	ND		ug/Kg	12/22/22	4:56	MK	471614
Bis(2-chloroethyl)ether	SW8270C	1	13.3	144	ND		ug/Kg	12/22/22	4:56	MK	471614
2-Chlorophenol	SW8270C	1	47.7	288	ND		ug/Kg	12/22/22	4:56	MK	471614
1,3-Dichlorobenzene	SW8270C	1	13.1	144	ND		ug/Kg	12/22/22	4:56	MK	471614
1,4-Dichlorobenzene	SW8270C	1	14.6	144	ND		ug/Kg	12/22/22	4:56	MK	471614
Benzyl Alcohol	SW8270C	1	20.5	288	ND		ug/Kg	12/22/22	4:56	MK	471614
1,2-Dichlorobenzene	SW8270C	1	13.5	144	ND		ug/Kg	12/22/22	4:56	MK	471614
2-Methylphenol (o-Cresol)	SW8270C	1	29.3	288	ND		ug/Kg	12/22/22	4:56	MK	471614
N-Methyl-2-Pyrrolidone (NMP)	SW8270C	1	68.0	720	ND		ug/Kg	12/22/22	4:56	MK	471614
3-/4-Methylphenol (p-/m-Cresol)	SW8270C	1	31.3	288	ND		ug/Kg	12/22/22	4:56	MK	471614
N-nitroso-di-n-propylamine	SW8270C	1	13.2	144	ND		ug/Kg	12/22/22	4:56	MK	471614
Hexachloroethane	SW8270C	1	17.1	144	ND		ug/Kg	12/22/22	4:56	MK	471614
Nitrobenzene	SW8270C	1	12.8	144	ND		ug/Kg	12/22/22	4:56	MK	471614
Isophorone	SW8270C	1	12.2	144	ND		ug/Kg	12/22/22	4:56	MK	471614
2-Nitrophenol	SW8270C	1	25.4	288	ND		ug/Kg	12/22/22	4:56	MK	471614
2,4-Dimethylphenol	SW8270C	1	22.8	288	ND		ug/Kg	12/22/22	4:56	MK	471614
Benzoic Acid	SW8270C	1	41.7	288	ND		ug/Kg	12/22/22	4:56	MK	471614
Bis(2-Chloroethoxy)methane	SW8270C	1	9.79	144	ND		ug/Kg	12/22/22	4:56	MK	471614
Bis(2-chloroisopropyl)ether	SW8270C	1	12.6	144	ND		ug/Kg	12/22/22	4:56	MK	471614
2,4-Dichlorophenol	SW8270C	1	39.3	288	ND		ug/Kg	12/22/22	4:56	MK	471614
1,2,4-Trichlorobenzene	SW8270C	1	11.8	144	ND		ug/Kg	12/22/22	4:56	MK	471614
Naphthalene	SW8270C	1	10.6	144	ND		ug/Kg	12/22/22	4:56	MK	471614
2,6-Dichlorophenol	SW8270C	1	35.8	288	ND		ug/Kg	12/22/22	4:56	MK	471614
Hexachloro-1,3-butadiene	SW8270C	1	8.34	144	ND		ug/Kg	12/22/22	4:56	MK	471614
4-Chloro-3-methylphenol	SW8270C	1	33.8	288	ND		ug/Kg	12/22/22	4:56	MK	471614
2-Methylnaphthalene	SW8270C	1	10.4	144	ND		ug/Kg	12/22/22	4:56	MK	471614
1-Methylnaphthalene	SW8270C	1	12.2	144	ND		ug/Kg	12/22/22	4:56	MK	471614
Hexachlorocyclopentadiene	SW8270C	1	12.9	144	ND		ug/Kg	12/22/22	4:56	MK	471614
2,4,6-Trichlorophenol	SW8270C	1	35.9	288	ND		ug/Kg	12/22/22	4:56	MK	471614
2,4,5-Trichlorophenol	SW8270C	1	33.4	288	ND		ug/Kg	12/22/22	4:56	MK	471614
2-Chloronaphthalene	SW8270C	1	10.6	144	ND		ug/Kg	12/22/22	4:56	MK	471614
1,4-Dinitrobenzene	SW8270C	1	10.3	144	ND		ug/Kg	12/22/22	4:56	MK	471614
Dimethyl phthalate	SW8270C	1	14.2	720	ND		ug/Kg	12/22/22	4:56	MK	471614
1,3-Dinitrobenzene	SW8270C	1	10.4	144	ND		ug/Kg	12/22/22	4:56	MK	471614
Acenaphthylene	SW8270C	1	8.28	144	ND		ug/Kg	12/22/22	4:56	MK	471614
2,6-Dinitrotoluene	SW8270C	1	11.3	144	ND		ug/Kg	12/22/22	4:56	MK	471614
1,2-Dinitrobenzene	SW8270C	1	15.8	144	ND		ug/Kg	12/22/22	4:56	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-4-3.0	Lab Sample ID:	2212180-008A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 22:20		
SDG:			

Prep Method:	3546_BNA	Prep Batch Date/Time:	12/15/22 10:23:00AM
Prep Batch ID:	1147435	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Acenaphthene	SW8270C	1	10.7	144	ND		ug/Kg	12/22/22	4:56	MK	471614
2,4-Dinitrophenol	SW8270C	1	77.6	720	ND		ug/Kg	12/22/22	4:56	MK	471614
4-Nitrophenol	SW8270C	1	54.7	720	ND		ug/Kg	12/22/22	4:56	MK	471614
Dibenzofuran	SW8270C	1	11.2	144	ND		ug/Kg	12/22/22	4:56	MK	471614
2,4-Dinitrotoluene	SW8270C	1	12.1	144	ND		ug/Kg	12/22/22	4:56	MK	471614
2,3,5,6-Tetrachlorophenol	SW8270C	1	27.6	288	ND		ug/Kg	12/22/22	4:56	MK	471614
2,3,4,6-Tetrachlorophenol	SW8270C	1	31.5	288	ND		ug/Kg	12/22/22	4:56	MK	471614
Diethylphthalate	SW8270C	1	13.6	720	ND		ug/Kg	12/22/22	4:56	MK	471614
Fluorene	SW8270C	1	10.3	144	ND		ug/Kg	12/22/22	4:56	MK	471614
4-Chlorophenyl-phenylether	SW8270C	1	9.32	144	ND		ug/Kg	12/22/22	4:56	MK	471614
4,6-Dinitro-2-methylphenol	SW8270C	1	13.4	288	ND		ug/Kg	12/22/22	4:56	MK	471614
Diphenylamine	SW8270C	1	13.0	144	ND		ug/Kg	12/22/22	4:56	MK	471614
Azobenzene	SW8270C	1	114	144	ND		ug/Kg	12/22/22	4:56	MK	471614
4-Bromophenyl-phenylether	SW8270C	1	8.23	144	ND		ug/Kg	12/22/22	4:56	MK	471614
Hexachlorobenzene	SW8270C	1	8.66	144	ND		ug/Kg	12/22/22	4:56	MK	471614
Pentachlorophenol	SW8270C	1	25.0	288	ND		ug/Kg	12/22/22	4:56	MK	471614
Phenanthrene	SW8270C	1	9.32	144	ND		ug/Kg	12/22/22	4:56	MK	471614
Anthracene	SW8270C	1	8.91	144	ND		ug/Kg	12/22/22	4:56	MK	471614
Carbazole	SW8270C	1	10.7	144	ND		ug/Kg	12/22/22	4:56	MK	471614
Di-n-butylphthalate	SW8270C	1	13.5	144	ND		ug/Kg	12/22/22	4:56	MK	471614
Fluoranthene	SW8270C	1	10.0	144	ND		ug/Kg	12/22/22	4:56	MK	471614
Benzidine	SW8270C	1	147	144	ND		ug/Kg	12/22/22	4:56	MK	471614
Pyrene	SW8270C	1	12.0	144	ND		ug/Kg	12/22/22	4:56	MK	471614
Butylbenzylphthalate	SW8270C	1	21.0	720	ND		ug/Kg	12/22/22	4:56	MK	471614
Benzo(a)anthracene	SW8270C	1	9.80	144	ND		ug/Kg	12/22/22	4:56	MK	471614
3,3-Dichlorobenzidine	SW8270C	1	118	144	ND		ug/Kg	12/22/22	4:56	MK	471614
Chrysene	SW8270C	1	15.2	144	ND		ug/Kg	12/22/22	4:56	MK	471614
Bis(2-Ethylhexyl)phthalate	SW8270C	1	15.3	720	ND		ug/Kg	12/22/22	4:56	MK	471614
Di-n-Octylphthalate	SW8270C	1	12.3	144	ND		ug/Kg	12/22/22	4:56	MK	471614
Benzo(b)fluorathene	SW8270C	1	12.0	144	ND		ug/Kg	12/22/22	4:56	MK	471614
benzo(k)fluorathene	SW8270C	1	8.16	144	ND		ug/Kg	12/22/22	4:56	MK	471614
Benzo(a)pyrene	SW8270C	1	9.80	144	ND		ug/Kg	12/22/22	4:56	MK	471614
Indeno(1,2,3-c,d)pyrene	SW8270C	1	13.8	144	ND		ug/Kg	12/22/22	4:56	MK	471614
Dibenzo(a,h)anthracene	SW8270C	1	12.7	144	ND		ug/Kg	12/22/22	4:56	MK	471614
Benzo(g,h,i)perylene	SW8270C	1	16.7	144	ND		ug/Kg	12/22/22	4:56	MK	471614
Pyridine	SW8270C	1	43.8	720	ND		ug/Kg	12/22/22	4:56	MK	471614
Acceptance Limits											
2-Fluorophenol (S)	SW8270C		25 - 121		71.0		%	12/22/22	4:56	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-4-3.0	Lab Sample ID:	2212180-008A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 22:20		
SDG:			

Prep Method:	3546_BNA	Prep Batch Date/Time:	12/15/22 10:23:00AM
Prep Batch ID:	1147435	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Phenol-d6 (S)	SW8270C	24 - 113	71.0	%	12/22/22	4:56	MK	471614
2,4,6-Tribromophenol (S)	SW8270C	19 - 122	52.7	%	12/22/22	4:56	MK	471614
2-Fluorobiphenyl (S)	SW8270C	45 - 143	74.4	%	12/22/22	4:56	MK	471614
Nitrobenzene-d5 (S)	SW8270C	23 - 120	75.1	%	12/22/22	4:56	MK	471614
p-Terphenyl-d14 (S)	SW8270C	18 - 137	88.1	%	12/22/22	4:56	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-4-3.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:20
SDG:

Lab Sample ID: 2212180-008A
Sample Matrix: Soil

Prep Method: 3546_TPH
Prep Batch ID: 1147438

Prep Batch Date/Time: 12/15/22 11:23:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
TPH as Diesel	SW8015B	1	0.66	2.0	ND		mg/Kg	12/16/22	16:29	SN	471562
TPH as Motor Oil	SW8015B	1	0.76	5.0	ND		mg/Kg	12/16/22	16:29	SN	471562
Acceptance Limits											
Pentacosane (S)	SW8015B		45 - 130		109		%	12/16/22	16:29	SN	471562



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-4-3.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:20
SDG:

Lab Sample ID: 2212180-008A
Sample Matrix: Soil

Prep Method: 5035
Prep Batch ID: 1147485

Prep Batch Date/Time: 12/15/22 10:59:00AM
Prep Analyst: HYYAS

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Dichlorodifluoromethane	SW8260B	1	1.2	10	ND		ug/Kg	12/15/22	19:00	HV	471486
Chloromethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	19:00	HV	471486
Vinyl Chloride	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	19:00	HV	471486
Bromomethane	SW8260B	1	2.7	10	ND		ug/Kg	12/15/22	19:00	HV	471486
Chloroethane	SW8260B	1	3.0	10	ND		ug/Kg	12/15/22	19:00	HV	471486
Trichlorofluoromethane	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	19:00	HV	471486
1,1-Dichloroethene	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	19:00	HV	471486
Freon 113	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	19:00	HV	471486
Methylene Chloride	SW8260B	1	7.1	10	ND		ug/Kg	12/15/22	19:00	HV	471486
trans-1,2-Dichloroethene	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	19:00	HV	471486
MTBE	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	19:00	HV	471486
TBA	SW8260B	1	12	50	ND		ug/Kg	12/15/22	19:00	HV	471486
Diisopropyl ether	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	19:00	HV	471486
1,1-Dichloroethane	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	19:00	HV	471486
Ethyl tert-Butyl ether	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	19:00	HV	471486
cis-1,2-Dichloroethene	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	19:00	HV	471486
2,2-Dichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	19:00	HV	471486
Bromochloromethane	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	19:00	HV	471486
Chloroform	SW8260B	1	2.4	10	ND		ug/Kg	12/15/22	19:00	HV	471486
Carbon Tetrachloride	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	19:00	HV	471486
1,1,1-Trichloroethane	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	19:00	HV	471486
1,1-Dichloropropene	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	19:00	HV	471486
Benzene	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	19:00	HV	471486
TAME	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	19:00	HV	471486
1,2-Dichloroethane	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	19:00	HV	471486
Trichloroethene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	19:00	HV	471486
Dibromomethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	19:00	HV	471486
1,2-Dichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	19:00	HV	471486
Bromodichloromethane	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	19:00	HV	471486
cis-1,3-Dichloropropene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	19:00	HV	471486
Toluene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	19:00	HV	471486
Tetrachloroethene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	19:00	HV	471486
trans-1,3-Dichloropropene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	19:00	HV	471486
1,1,2-Trichloroethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	19:00	HV	471486
Dibromochloromethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	19:00	HV	471486
1,3-Dichloropropane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	19:00	HV	471486
1,2-Dibromoethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	19:00	HV	471486
Chlorobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	19:00	HV	471486



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-4-3.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:20
SDG:

Lab Sample ID: 2212180-008A
Sample Matrix: Soil

Prep Method: 5035
Prep Batch ID: 1147485

Prep Batch Date/Time: 12/15/22 10:59:00AM
Prep Analyst: HVYAS

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Ethylbenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	19:00	HV	471486
1,1,1,2-Tetrachloroethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	19:00	HV	471486
m,p-Xylene	SW8260B	1	3.2	10	ND		ug/Kg	12/15/22	19:00	HV	471486
o-Xylene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	19:00	HV	471486
Styrene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	19:00	HV	471486
Bromoform	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	19:00	HV	471486
Isopropyl Benzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	19:00	HV	471486
n-Propylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	19:00	HV	471486
Bromobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	19:00	HV	471486
1,1,2,2-Tetrachloroethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	19:00	HV	471486
2-Chlorotoluene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	19:00	HV	471486
1,3,5-Trimethylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	19:00	HV	471486
1,2,3-Trichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	19:00	HV	471486
4-Chlorotoluene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	19:00	HV	471486
tert-Butylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	19:00	HV	471486
1,2,4-Trimethylbenzene	SW8260B	1	1.4	10	ND		ug/Kg	12/15/22	19:00	HV	471486
sec-Butyl Benzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	19:00	HV	471486
p-Isopropyltoluene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	19:00	HV	471486
1,3-Dichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	19:00	HV	471486
1,4-Dichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	19:00	HV	471486
n-Butylbenzene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	19:00	HV	471486
1,2-Dichlorobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	19:00	HV	471486
1,2-Dibromo-3-Chloropropane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	19:00	HV	471486
Hexachlorobutadiene	SW8260B	1	1.4	10	ND		ug/Kg	12/15/22	19:00	HV	471486
1,2,4-Trichlorobenzene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	19:00	HV	471486
Naphthalene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	19:00	HV	471486
1,2,3-Trichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	19:00	HV	471486
2-Butanone	SW8260B	1	2.3	10.0	ND		ug/Kg	12/15/22	19:00	HV	471486
(S) Dibromofluoromethane	SW8260B		59.8 - 148		70.9		%	12/15/22	19:00	HV	471486
(S) Toluene-d8	SW8260B		55.2 - 133		78.3		%	12/15/22	19:00	HV	471486
(S) 4-Bromofluorobenzene	SW8260B		55.8 - 141		80.5		%	12/15/22	19:00	HV	471486



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-4-3.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:20
SDG:

Lab Sample ID: 2212180-008A
Sample Matrix: Soil

Prep Method: 5035GRO
Prep Batch ID: 1147488

Prep Batch Date/Time: 12/15/22 10:59:00AM
Prep Analyst: HVYAS

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
TPH as Gasoline	SW8260B(TPH)	1	43	100	ND		ug/Kg	12/15/22	19:00	HV	471486
(S) 4-Bromofluorobenzene	SW8260B(TPH)		43.9 - 127		99.8		%	12/15/22	19:00	HV	471486



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-4-5.0	Lab Sample ID:	2212180-009A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 22:30		
SDG:			

Prep Method:	9010P	Prep Batch Date/Time:	12/17/22	8:00:00AM
Prep Batch ID:	1147517	Prep Analyst:	PHUFANO	

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Cyanide, Total	SW9014	1	0.24	1.5	ND		mg/Kg	12/17/22	14:36	PH	471507



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-4-5.0	Lab Sample ID:	2212180-009A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 22:30		
SDG:			

Prep Method:	7471BP	Prep Batch Date/Time:	12/15/22	6:45:00PM
Prep Batch ID:	1147466	Prep Analyst:	TNGO	

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Mercury	SW7471B	1	0.083	0.50	ND		mg/Kg	12/16/22	11:15	BJAY	471519



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-4-5.0	Lab Sample ID:	2212180-009A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 22:30		
SDG:			

Prep Method:	6020S-P	Prep Batch Date/Time:	12/16/22 10:45:00AM
Prep Batch ID:	1147472	Prep Analyst:	ERAGUDO

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Antimony	SW6020A	1	0.12	1.0	ND		mg/Kg	12/19/22	17:01	ERR	471558
Arsenic	SW6020A	1	0.21	1.0	2.93		mg/Kg	12/19/22	17:01	ERR	471558
Barium	SW6020A	1	0.84	1.0	57.8		mg/Kg	12/19/22	17:01	ERR	471558
Beryllium	SW6020A	1	0.16	1.0	0.289	J	mg/Kg	12/19/22	17:01	ERR	471558
Cadmium	SW6020A	1	0.084	1.0	ND		mg/Kg	12/19/22	17:01	ERR	471558
Chromium	SW6020A	1	0.097	1.0	71.5		mg/Kg	12/19/22	17:01	ERR	471558
Cobalt	SW6020A	1	0.21	1.0	12.8		mg/Kg	12/19/22	17:01	ERR	471558
Copper	SW6020A	1	0.17	2.5	7.95		mg/Kg	12/19/22	17:01	ERR	471558
Lead	SW6020A	1	0.054	1.0	4.85		mg/Kg	12/19/22	17:01	ERR	471558
Molybdenum	SW6020A	1	0.13	1.0	0.135	J	mg/Kg	12/19/22	17:01	ERR	471558
Nickel	SW6020A	1	1.2	5.0	50.7		mg/Kg	12/19/22	17:01	ERR	471558
Selenium	SW6020A	1	0.035	1.0	1.90		mg/Kg	12/19/22	17:01	ERR	471558
Silver	SW6020A	1	0.098	0.50	ND		mg/Kg	12/19/22	17:01	ERR	471558
Thallium	SW6020A	1	0.34	5.0	ND		mg/Kg	12/19/22	17:01	ERR	471558
Vanadium	SW6020A	1	0.28	25	51.3		mg/Kg	12/19/22	17:01	ERR	471558
Zinc	SW6020A	1	0.70	2.5	27.6		mg/Kg	12/19/22	17:01	ERR	471558



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-4-5.0	Lab Sample ID:	2212180-009A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 22:30		
SDG:			

Prep Method:	WET/3010B	Prep Batch Date/Time:	12/30/22 12:50:00PM
Prep Batch ID:	1147721	Prep Analyst:	ATRUONG

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
Chromium (STLC)	SW6010B-STLC	1	0.010	0.20	ND		mg/L	01/03/23	12:52	AT	471719



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-4-5.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:30
SDG:

Lab Sample ID: 2212180-009A
Sample Matrix: Soil

Prep Method: 3546_PCB
Prep Batch ID: 1147440

Prep Batch Date/Time: 12/15/22 11:46:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
<i>The results shown below are reported using their MDL.</i>											
Aroclor1016	SW8082A	1	35.0	100	ND		ug/Kg	12/16/22	17:26	MK	471516
Aroclor1221	SW8082A	1	5.00	100	ND		ug/Kg	12/16/22	17:26	MK	471516
Aroclor1232	SW8082A	1	17.0	100	ND		ug/Kg	12/16/22	17:26	MK	471516
Aroclor1242	SW8082A	1	3.00	100	ND		ug/Kg	12/16/22	17:26	MK	471516
Aroclor1248	SW8082A	1	2.00	100	ND		ug/Kg	12/16/22	17:26	MK	471516
Aroclor1254	SW8082A	1	14.0	100	ND		ug/Kg	12/16/22	17:26	MK	471516
Aroclor1260	SW8082A	1	24.0	100	ND		ug/Kg	12/16/22	17:26	MK	471516
Acceptance Limits											
TCMX (S)	SW8082A		48 - 125		105		%	12/16/22	17:26	MK	471516
DCBP (S)	SW8082A		48 - 135		99.0		%	12/16/22	17:26	MK	471516



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-4-5.0	Lab Sample ID:	2212180-009A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 22:30		
SDG:			

Prep Method:	3546_OCP	Prep Batch Date/Time:	12/16/22 11:32:00AM
Prep Batch ID:	1147477	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

alpha-BHC	SW8081B	1	0.25	2.0	ND		ug/Kg	12/17/22	18:27	LA	471572
gamma-BHC (Lindane)	SW8081B	1	0.71	2.0	ND		ug/Kg	12/17/22	18:27	LA	471572
beta-BHC	SW8081B	1	0.44	2.0	ND		ug/Kg	12/17/22	18:27	LA	471572
delta-BHC	SW8081B	1	0.65	2.0	ND		ug/Kg	12/17/22	18:27	LA	471572
Heptachlor	SW8081B	1	0.27	2.0	ND		ug/Kg	12/17/22	18:27	LA	471572
Aldrin	SW8081B	1	0.29	2.0	ND		ug/Kg	12/17/22	18:27	LA	471572
Heptachlor Epoxide	SW8081B	1	0.31	2.0	ND		ug/Kg	12/17/22	18:27	LA	471572
gamma-Chlordane	SW8081B	1	1.5	3.0	ND		ug/Kg	12/17/22	18:27	LA	471572
alpha-Chlordane	SW8081B	1	0.36	2.0	ND		ug/Kg	12/17/22	18:27	LA	471572
4,4'-DDE	SW8081B	1	0.61	2.0	ND		ug/Kg	12/17/22	18:27	LA	471572
Endosulfan I	SW8081B	1	0.29	2.0	ND		ug/Kg	12/17/22	18:27	LA	471572
Dieldrin	SW8081B	1	0.25	2.0	ND		ug/Kg	12/17/22	18:27	LA	471572
Endrin	SW8081B	1	0.79	2.0	ND		ug/Kg	12/17/22	18:27	LA	471572
4,4'-DDD	SW8081B	1	0.64	2.0	ND		ug/Kg	12/17/22	18:27	LA	471572
Endosulfan II	SW8081B	1	0.34	2.0	ND		ug/Kg	12/17/22	18:27	LA	471572
4,4'-DDT	SW8081B	1	0.74	2.0	ND		ug/Kg	12/17/22	18:27	LA	471572
Endrin Aldehyde	SW8081B	1	0.51	2.0	ND		ug/Kg	12/17/22	18:27	LA	471572
Methoxychlor	SW8081B	1	2.6	6.0	ND		ug/Kg	12/17/22	18:27	LA	471572
Endosulfan Sulfate	SW8081B	1	0.51	2.0	ND		ug/Kg	12/17/22	18:27	LA	471572
Endrin Ketone	SW8081B	1	0.43	2.0	ND		ug/Kg	12/17/22	18:27	LA	471572
Chlordane, Technical	SW8081B	1	2.7	20	ND		ug/Kg	12/17/22	18:27	LA	471572
Toxaphene	SW8081B	1	22	50	ND		ug/Kg	12/17/22	18:27	LA	471572
Acceptance Limits											
Tetrachloro-M-Xylene (S)	SW8081B		48 - 125		73.3		%	12/17/22	18:27	LA	471572
Decachlorobiphenyl (S)	SW8081B		38 - 135		84.6		%	12/17/22	18:27	LA	471572



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-4-5.0	Lab Sample ID:	2212180-009A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 22:30		
SDG:			

Prep Method:	9045C	Prep Batch Date/Time:	12/19/22	12:20:00PM
Prep Batch ID:	1147568	Prep Analyst:	ROME	

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
pH in Soil	SW9045D	1	0.10	2.00	7.50		SU	12/19/22	12:20	RE	471547



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-4-5.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:30
SDG:

Lab Sample ID: 2212180-009A
Sample Matrix: Soil

Prep Method: 3546_BNA
Prep Batch ID: 1147435

Prep Batch Date/Time: 12/15/22 10:23:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

N-Nitrosodimethylamine	SW8270C	1	46.9	720	ND		ug/Kg	12/22/22	5:23	MK	471614
Phenol	SW8270C	1	43.8	288	ND		ug/Kg	12/22/22	5:23	MK	471614
Bis(2-chloroethyl)ether	SW8270C	1	13.3	144	ND		ug/Kg	12/22/22	5:23	MK	471614
2-Chlorophenol	SW8270C	1	47.7	288	ND		ug/Kg	12/22/22	5:23	MK	471614
1,3-Dichlorobenzene	SW8270C	1	13.1	144	ND		ug/Kg	12/22/22	5:23	MK	471614
1,4-Dichlorobenzene	SW8270C	1	14.6	144	ND		ug/Kg	12/22/22	5:23	MK	471614
Benzyl Alcohol	SW8270C	1	20.5	288	ND		ug/Kg	12/22/22	5:23	MK	471614
1,2-Dichlorobenzene	SW8270C	1	13.5	144	ND		ug/Kg	12/22/22	5:23	MK	471614
2-Methylphenol (o-Cresol)	SW8270C	1	29.3	288	ND		ug/Kg	12/22/22	5:23	MK	471614
N-Methyl-2-Pyrrolidone (NMP)	SW8270C	1	68.0	720	ND		ug/Kg	12/22/22	5:23	MK	471614
3-/4-Methylphenol (p-/m-Cresol)	SW8270C	1	31.3	288	ND		ug/Kg	12/22/22	5:23	MK	471614
N-nitroso-di-n-propylamine	SW8270C	1	13.2	144	ND		ug/Kg	12/22/22	5:23	MK	471614
Hexachloroethane	SW8270C	1	17.1	144	ND		ug/Kg	12/22/22	5:23	MK	471614
Nitrobenzene	SW8270C	1	12.8	144	ND		ug/Kg	12/22/22	5:23	MK	471614
Isophorone	SW8270C	1	12.2	144	ND		ug/Kg	12/22/22	5:23	MK	471614
2-Nitrophenol	SW8270C	1	25.4	288	ND		ug/Kg	12/22/22	5:23	MK	471614
2,4-Dimethylphenol	SW8270C	1	22.8	288	ND		ug/Kg	12/22/22	5:23	MK	471614
Benzoic Acid	SW8270C	1	41.7	288	ND		ug/Kg	12/22/22	5:23	MK	471614
Bis(2-Chloroethoxy)methane	SW8270C	1	9.79	144	ND		ug/Kg	12/22/22	5:23	MK	471614
Bis(2-chloroisopropyl)ether	SW8270C	1	12.6	144	ND		ug/Kg	12/22/22	5:23	MK	471614
2,4-Dichlorophenol	SW8270C	1	39.3	288	ND		ug/Kg	12/22/22	5:23	MK	471614
1,2,4-Trichlorobenzene	SW8270C	1	11.8	144	ND		ug/Kg	12/22/22	5:23	MK	471614
Naphthalene	SW8270C	1	10.6	144	ND		ug/Kg	12/22/22	5:23	MK	471614
2,6-Dichlorophenol	SW8270C	1	35.8	288	ND		ug/Kg	12/22/22	5:23	MK	471614
Hexachloro-1,3-butadiene	SW8270C	1	8.34	144	ND		ug/Kg	12/22/22	5:23	MK	471614
4-Chloro-3-methylphenol	SW8270C	1	33.8	288	ND		ug/Kg	12/22/22	5:23	MK	471614
2-Methylnaphthalene	SW8270C	1	10.4	144	ND		ug/Kg	12/22/22	5:23	MK	471614
1-Methylnaphthalene	SW8270C	1	12.2	144	ND		ug/Kg	12/22/22	5:23	MK	471614
Hexachlorocyclopentadiene	SW8270C	1	12.9	144	ND		ug/Kg	12/22/22	5:23	MK	471614
2,4,6-Trichlorophenol	SW8270C	1	35.9	288	ND		ug/Kg	12/22/22	5:23	MK	471614
2,4,5-Trichlorophenol	SW8270C	1	33.4	288	ND		ug/Kg	12/22/22	5:23	MK	471614
2-Chloronaphthalene	SW8270C	1	10.6	144	ND		ug/Kg	12/22/22	5:23	MK	471614
1,4-Dinitrobenzene	SW8270C	1	10.3	144	ND		ug/Kg	12/22/22	5:23	MK	471614
Dimethyl phthalate	SW8270C	1	14.2	720	ND		ug/Kg	12/22/22	5:23	MK	471614
1,3-Dinitrobenzene	SW8270C	1	10.4	144	ND		ug/Kg	12/22/22	5:23	MK	471614
Acenaphthylene	SW8270C	1	8.28	144	ND		ug/Kg	12/22/22	5:23	MK	471614
2,6-Dinitrotoluene	SW8270C	1	11.3	144	ND		ug/Kg	12/22/22	5:23	MK	471614
1,2-Dinitrobenzene	SW8270C	1	15.8	144	ND		ug/Kg	12/22/22	5:23	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-4-5.0	Lab Sample ID:	2212180-009A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 22:30		
SDG:			

Prep Method:	3546_BNA	Prep Batch Date/Time:	12/15/22 10:23:00AM
Prep Batch ID:	1147435	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Acenaphthene	SW8270C	1	10.7	144	ND		ug/Kg	12/22/22	5:23	MK	471614
2,4-Dinitrophenol	SW8270C	1	77.6	720	ND		ug/Kg	12/22/22	5:23	MK	471614
4-Nitrophenol	SW8270C	1	54.7	720	ND		ug/Kg	12/22/22	5:23	MK	471614
Dibenzofuran	SW8270C	1	11.2	144	ND		ug/Kg	12/22/22	5:23	MK	471614
2,4-Dinitrotoluene	SW8270C	1	12.1	144	ND		ug/Kg	12/22/22	5:23	MK	471614
2,3,5,6-Tetrachlorophenol	SW8270C	1	27.6	288	ND		ug/Kg	12/22/22	5:23	MK	471614
2,3,4,6-Tetrachlorophenol	SW8270C	1	31.5	288	ND		ug/Kg	12/22/22	5:23	MK	471614
Diethylphthalate	SW8270C	1	13.6	720	ND		ug/Kg	12/22/22	5:23	MK	471614
Fluorene	SW8270C	1	10.3	144	ND		ug/Kg	12/22/22	5:23	MK	471614
4-Chlorophenyl-phenylether	SW8270C	1	9.32	144	ND		ug/Kg	12/22/22	5:23	MK	471614
4,6-Dinitro-2-methylphenol	SW8270C	1	13.4	288	ND		ug/Kg	12/22/22	5:23	MK	471614
Diphenylamine	SW8270C	1	13.0	144	ND		ug/Kg	12/22/22	5:23	MK	471614
Azobenzene	SW8270C	1	114	144	ND		ug/Kg	12/22/22	5:23	MK	471614
4-Bromophenyl-phenylether	SW8270C	1	8.23	144	ND		ug/Kg	12/22/22	5:23	MK	471614
Hexachlorobenzene	SW8270C	1	8.66	144	ND		ug/Kg	12/22/22	5:23	MK	471614
Pentachlorophenol	SW8270C	1	25.0	288	ND		ug/Kg	12/22/22	5:23	MK	471614
Phenanthrene	SW8270C	1	9.32	144	ND		ug/Kg	12/22/22	5:23	MK	471614
Anthracene	SW8270C	1	8.91	144	ND		ug/Kg	12/22/22	5:23	MK	471614
Carbazole	SW8270C	1	10.7	144	ND		ug/Kg	12/22/22	5:23	MK	471614
Di-n-butylphthalate	SW8270C	1	13.5	144	ND		ug/Kg	12/22/22	5:23	MK	471614
Fluoranthene	SW8270C	1	10.0	144	ND		ug/Kg	12/22/22	5:23	MK	471614
Benzidine	SW8270C	1	147	144	ND		ug/Kg	12/22/22	5:23	MK	471614
Pyrene	SW8270C	1	12.0	144	ND		ug/Kg	12/22/22	5:23	MK	471614
Butylbenzylphthalate	SW8270C	1	21.0	720	ND		ug/Kg	12/22/22	5:23	MK	471614
Benzo(a)anthracene	SW8270C	1	9.80	144	ND		ug/Kg	12/22/22	5:23	MK	471614
3,3-Dichlorobenzidine	SW8270C	1	118	144	ND		ug/Kg	12/22/22	5:23	MK	471614
Chrysene	SW8270C	1	15.2	144	ND		ug/Kg	12/22/22	5:23	MK	471614
Bis(2-Ethylhexyl)phthalate	SW8270C	1	15.3	720	22.3	J	ug/Kg	12/22/22	5:23	MK	471614
Di-n-Octylphthalate	SW8270C	1	12.3	144	ND		ug/Kg	12/22/22	5:23	MK	471614
Benzo(b)fluorathene	SW8270C	1	12.0	144	ND		ug/Kg	12/22/22	5:23	MK	471614
benzo(k)fluorathene	SW8270C	1	8.16	144	ND		ug/Kg	12/22/22	5:23	MK	471614
Benzo(a)pyrene	SW8270C	1	9.80	144	ND		ug/Kg	12/22/22	5:23	MK	471614
Indeno(1,2,3-c,d)pyrene	SW8270C	1	13.8	144	ND		ug/Kg	12/22/22	5:23	MK	471614
Dibenzo(a,h)anthracene	SW8270C	1	12.7	144	ND		ug/Kg	12/22/22	5:23	MK	471614
Benzo(g,h,i)perylene	SW8270C	1	16.7	144	ND		ug/Kg	12/22/22	5:23	MK	471614
Pyridine	SW8270C	1	43.8	720	ND		ug/Kg	12/22/22	5:23	MK	471614
Acceptance Limits											
2-Fluorophenol (S)	SW8270C		25 - 121		71.6		%	12/22/22	5:23	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-4-5.0	Lab Sample ID:	2212180-009A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 22:30		
SDG:			

Prep Method:	3546_BNA	Prep Batch Date/Time:	12/15/22	10:23:00AM
Prep Batch ID:	1147435	Prep Analyst:	AKIZ	

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Phenol-d6 (S)	SW8270C		24 - 113		75.1		%	12/22/22	5:23	MK	471614
2,4,6-Tribromophenol (S)	SW8270C		19 - 122		74.8		%	12/22/22	5:23	MK	471614
2-Fluorobiphenyl (S)	SW8270C		45 - 143		66.2		%	12/22/22	5:23	MK	471614
Nitrobenzene-d5 (S)	SW8270C		23 - 120		74.0		%	12/22/22	5:23	MK	471614
p-Terphenyl-d14 (S)	SW8270C		18 - 137		89.3		%	12/22/22	5:23	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-4-5.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:30
SDG:

Lab Sample ID: 2212180-009A
Sample Matrix: Soil

Prep Method: 3546_TPH
Prep Batch ID: 1147438

Prep Batch Date/Time: 12/15/22 11:23:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
TPH as Diesel	SW8015B	1	0.66	2.0	ND		mg/Kg	12/16/22	19:00	SN	471562
TPH as Motor Oil	SW8015B	1	0.76	5.0	ND		mg/Kg	12/16/22	19:00	SN	471562
Acceptance Limits											
Pentacosane (S)	SW8015B		45 - 130		109		%	12/16/22	19:00	SN	471562



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-4-5.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:30
SDG:

Lab Sample ID: 2212180-009A
Sample Matrix: Soil

Prep Method: 5035
Prep Batch ID: 1147485

Prep Batch Date/Time: 12/15/22 10:59:00AM
Prep Analyst: HYYAS

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Dichlorodifluoromethane	SW8260B	1	1.2	10	ND		ug/Kg	12/15/22	19:30	HV	471486
Chloromethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	19:30	HV	471486
Vinyl Chloride	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	19:30	HV	471486
Bromomethane	SW8260B	1	2.7	10	ND		ug/Kg	12/15/22	19:30	HV	471486
Chloroethane	SW8260B	1	3.0	10	ND		ug/Kg	12/15/22	19:30	HV	471486
Trichlorofluoromethane	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	19:30	HV	471486
1,1-Dichloroethene	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	19:30	HV	471486
Freon 113	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	19:30	HV	471486
Methylene Chloride	SW8260B	1	7.1	10	ND		ug/Kg	12/15/22	19:30	HV	471486
trans-1,2-Dichloroethene	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	19:30	HV	471486
MTBE	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	19:30	HV	471486
TBA	SW8260B	1	12	50	ND		ug/Kg	12/15/22	19:30	HV	471486
Diisopropyl ether	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	19:30	HV	471486
1,1-Dichloroethane	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	19:30	HV	471486
Ethyl tert-Butyl ether	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	19:30	HV	471486
cis-1,2-Dichloroethene	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	19:30	HV	471486
2,2-Dichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	19:30	HV	471486
Bromochloromethane	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	19:30	HV	471486
Chloroform	SW8260B	1	2.4	10	ND		ug/Kg	12/15/22	19:30	HV	471486
Carbon Tetrachloride	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	19:30	HV	471486
1,1,1-Trichloroethane	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	19:30	HV	471486
1,1-Dichloropropene	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	19:30	HV	471486
Benzene	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	19:30	HV	471486
TAME	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	19:30	HV	471486
1,2-Dichloroethane	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	19:30	HV	471486
Trichloroethene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	19:30	HV	471486
Dibromomethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	19:30	HV	471486
1,2-Dichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	19:30	HV	471486
Bromodichloromethane	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	19:30	HV	471486
cis-1,3-Dichloropropene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	19:30	HV	471486
Toluene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	19:30	HV	471486
Tetrachloroethene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	19:30	HV	471486
trans-1,3-Dichloropropene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	19:30	HV	471486
1,1,2-Trichloroethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	19:30	HV	471486
Dibromochloromethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	19:30	HV	471486
1,3-Dichloropropane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	19:30	HV	471486
1,2-Dibromoethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	19:30	HV	471486
Chlorobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	19:30	HV	471486



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-4-5.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:30
SDG:

Lab Sample ID: 2212180-009A
Sample Matrix: Soil

Prep Method: 5035
Prep Batch ID: 1147485

Prep Batch Date/Time: 12/15/22 10:59:00AM
Prep Analyst: HVYAS

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Ethylbenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	19:30	HV	471486
1,1,1,2-Tetrachloroethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	19:30	HV	471486
m,p-Xylene	SW8260B	1	3.2	10	ND		ug/Kg	12/15/22	19:30	HV	471486
o-Xylene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	19:30	HV	471486
Styrene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	19:30	HV	471486
Bromoform	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	19:30	HV	471486
Isopropyl Benzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	19:30	HV	471486
n-Propylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	19:30	HV	471486
Bromobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	19:30	HV	471486
1,1,2,2-Tetrachloroethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	19:30	HV	471486
2-Chlorotoluene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	19:30	HV	471486
1,3,5-Trimethylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	19:30	HV	471486
1,2,3-Trichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	19:30	HV	471486
4-Chlorotoluene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	19:30	HV	471486
tert-Butylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	19:30	HV	471486
1,2,4-Trimethylbenzene	SW8260B	1	1.4	10	ND		ug/Kg	12/15/22	19:30	HV	471486
sec-Butyl Benzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	19:30	HV	471486
p-Isopropyltoluene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	19:30	HV	471486
1,3-Dichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	19:30	HV	471486
1,4-Dichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	19:30	HV	471486
n-Butylbenzene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	19:30	HV	471486
1,2-Dichlorobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	19:30	HV	471486
1,2-Dibromo-3-Chloropropane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	19:30	HV	471486
Hexachlorobutadiene	SW8260B	1	1.4	10	ND		ug/Kg	12/15/22	19:30	HV	471486
1,2,4-Trichlorobenzene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	19:30	HV	471486
Naphthalene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	19:30	HV	471486
1,2,3-Trichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	19:30	HV	471486
2-Butanone	SW8260B	1	2.3	10.0	ND		ug/Kg	12/15/22	19:30	HV	471486
(S) Dibromofluoromethane	SW8260B		59.8 - 148		99.3		%	12/15/22	19:30	HV	471486
(S) Toluene-d8	SW8260B		55.2 - 133		70.4		%	12/15/22	19:30	HV	471486
(S) 4-Bromofluorobenzene	SW8260B		55.8 - 141		84.0		%	12/15/22	19:30	HV	471486



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-4-5.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:30
SDG:

Lab Sample ID: 2212180-009A
Sample Matrix: Soil

Prep Method: 5035GRO
Prep Batch ID: 1147488

Prep Batch Date/Time: 12/15/22 10:59:00AM
Prep Analyst: HVYAS

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
TPH as Gasoline	SW8260B(TPH)	1	43	100	ND		ug/Kg	12/15/22	19:30	HV	471486
(S) 4-Bromofluorobenzene	SW8260B(TPH)		43.9 - 127		90.6		%	12/15/22	19:30	HV	471486



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-5-1.5	Lab Sample ID:	2212180-010A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:37		
SDG:			

Prep Method:	9010P	Prep Batch Date/Time:	12/17/22	8:00:00AM
Prep Batch ID:	1147517	Prep Analyst:	PHUFANO	

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Cyanide, Total	SW9014	1	0.24	1.5	ND		mg/Kg	12/17/22	14:36	PH	471507



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-5-1.5	Lab Sample ID:	2212180-010A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:37		
SDG:			

Prep Method:	7471BP	Prep Batch Date/Time:	12/15/22	6:45:00PM
Prep Batch ID:	1147466	Prep Analyst:	TNGO	

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Mercury	SW7471B	10	0.83	5.0	13		mg/Kg	12/16/22	11:47	BJAY	471519



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-5-1.5	Lab Sample ID:	2212180-010A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:37		
SDG:			

Prep Method:	6020S-P	Prep Batch Date/Time:	12/16/22 10:45:00AM
Prep Batch ID:	1147472	Prep Analyst:	ERAGUDO

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Antimony	SW6020A	1	0.12	1.0	2.43		mg/Kg	12/19/22	17:06	ERR	471558
Arsenic	SW6020A	1	0.21	1.0	4.14		mg/Kg	12/19/22	17:06	ERR	471558
Barium	SW6020A	1	0.84	1.0	107		mg/Kg	12/19/22	17:06	ERR	471558
Beryllium	SW6020A	1	0.16	1.0	0.281	J	mg/Kg	12/19/22	17:06	ERR	471558
Cadmium	SW6020A	1	0.084	1.0	0.224	J	mg/Kg	12/19/22	17:06	ERR	471558
Chromium	SW6020A	1	0.097	1.0	44.3		mg/Kg	12/19/22	17:06	ERR	471558
Cobalt	SW6020A	1	0.21	1.0	9.18		mg/Kg	12/19/22	17:06	ERR	471558
Copper	SW6020A	1	0.17	2.5	15.8		mg/Kg	12/19/22	17:06	ERR	471558
Lead	SW6020A	1	0.054	1.0	473		mg/Kg	12/19/22	17:06	ERR	471558
Molybdenum	SW6020A	1	0.13	1.0	0.331	J	mg/Kg	12/19/22	17:06	ERR	471558
Nickel	SW6020A	1	1.2	5.0	23.3		mg/Kg	12/19/22	17:06	ERR	471558
Selenium	SW6020A	1	0.035	1.0	1.57		mg/Kg	12/19/22	17:06	ERR	471558
Silver	SW6020A	1	0.098	0.50	0.104	J	mg/Kg	12/19/22	17:06	ERR	471558
Thallium	SW6020A	1	0.34	5.0	ND		mg/Kg	12/19/22	17:06	ERR	471558
Vanadium	SW6020A	1	0.28	25	38.1		mg/Kg	12/19/22	17:06	ERR	471558
Zinc	SW6020A	1	0.70	2.5	182		mg/Kg	12/19/22	17:06	ERR	471558



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-5-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:37
SDG:

Lab Sample ID: 2212180-010A
Sample Matrix: Soil

Prep Method: WET/3010B
Prep Batch ID: 1147721

Prep Batch Date/Time: 12/30/22 12:50:00PM
Prep Analyst: ATRUONG

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
Lead (STLC)	SW6010B-STL C	1	0.050	0.20	18.5		mg/L	01/03/23	12:54	AT	471719



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-5-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:37
SDG:

Lab Sample ID: 2212180-010A
Sample Matrix: Soil

Prep Method: 1311/3010A
Prep Batch ID: 1147709

Prep Batch Date/Time: 12/29/22 4:30:00PM
Prep Analyst: ATRUONG

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
Lead (TCLP)	SW6010B-TCL P	1	0.050	0.20	ND		mg/L	12/30/22	12:38	AT	471711



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-5-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:37
SDG:

Lab Sample ID: 2212180-010A
Sample Matrix: Soil

Prep Method: 3546_PCB
Prep Batch ID: 1147440

Prep Batch Date/Time: 12/15/22 11:46:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
<i>The results shown below are reported using their MDL.</i>											
Aroclor1016	SW8082A	1	35.0	100	ND		ug/Kg	12/16/22	18:48	MK	471516
Aroclor1221	SW8082A	1	5.00	100	ND		ug/Kg	12/16/22	18:48	MK	471516
Aroclor1232	SW8082A	1	17.0	100	ND		ug/Kg	12/16/22	18:48	MK	471516
Aroclor1242	SW8082A	1	3.00	100	ND		ug/Kg	12/16/22	18:48	MK	471516
Aroclor1248	SW8082A	1	2.00	100	ND		ug/Kg	12/16/22	18:48	MK	471516
Aroclor1254	SW8082A	1	14.0	100	ND		ug/Kg	12/16/22	18:48	MK	471516
Aroclor1260	SW8082A	1	24.0	100	ND		ug/Kg	12/16/22	18:48	MK	471516
Acceptance Limits											
TCMX (S)	SW8082A		48 - 125		93.0		%	12/16/22	18:48	MK	471516
DCBP (S)	SW8082A		48 - 135		89.0		%	12/16/22	18:48	MK	471516



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-5-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:37
SDG:

Lab Sample ID: 2212180-010A
Sample Matrix: Soil

Prep Method: 3546_OCP
Prep Batch ID: 1147477

Prep Batch Date/Time: 12/16/22 11:32:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

alpha-BHC	SW8081B	10	2.5	20	ND		ug/Kg	12/17/22	18:40	LA	471572
gamma-BHC (Lindane)	SW8081B	10	7.1	20	ND		ug/Kg	12/17/22	18:40	LA	471572
beta-BHC	SW8081B	10	4.4	20	ND		ug/Kg	12/17/22	18:40	LA	471572
delta-BHC	SW8081B	10	6.5	20	ND		ug/Kg	12/17/22	18:40	LA	471572
Heptachlor	SW8081B	10	2.7	20	ND		ug/Kg	12/17/22	18:40	LA	471572
Aldrin	SW8081B	10	2.9	20	ND		ug/Kg	12/17/22	18:40	LA	471572
Heptachlor Epoxide	SW8081B	10	3.1	20	ND		ug/Kg	12/17/22	18:40	LA	471572
gamma-Chlordane	SW8081B	10	15	30	ND		ug/Kg	12/17/22	18:40	LA	471572
alpha-Chlordane	SW8081B	10	3.6	20	ND		ug/Kg	12/17/22	18:40	LA	471572
4,4'-DDE	SW8081B	10	6.1	20	ND		ug/Kg	12/17/22	18:40	LA	471572
Endosulfan I	SW8081B	10	2.9	20	ND		ug/Kg	12/17/22	18:40	LA	471572
Dieldrin	SW8081B	10	2.5	20	ND		ug/Kg	12/17/22	18:40	LA	471572
Endrin	SW8081B	10	7.9	20	ND		ug/Kg	12/17/22	18:40	LA	471572
4,4'-DDD	SW8081B	10	6.4	20	ND		ug/Kg	12/17/22	18:40	LA	471572
Endosulfan II	SW8081B	10	3.4	20	ND		ug/Kg	12/17/22	18:40	LA	471572
4,4'-DDT	SW8081B	10	7.4	20	ND		ug/Kg	12/17/22	18:40	LA	471572
Endrin Aldehyde	SW8081B	10	5.1	20	ND		ug/Kg	12/17/22	18:40	LA	471572
Methoxychlor	SW8081B	10	26	60	ND		ug/Kg	12/17/22	18:40	LA	471572
Endosulfan Sulfate	SW8081B	10	5.1	20	ND		ug/Kg	12/17/22	18:40	LA	471572
Endrin Ketone	SW8081B	10	4.3	20	ND		ug/Kg	12/17/22	18:40	LA	471572
Chlordane, Technical	SW8081B	10	27	200	ND		ug/Kg	12/17/22	18:40	LA	471572
Toxaphene	SW8081B	10	220	500	ND		ug/Kg	12/17/22	18:40	LA	471572

Acceptance Limits

Tetrachloro-M-Xylene (S)	SW8081B		48 - 125	80.7	%	12/17/22	18:40	LA	471572
Decachlorobiphenyl (S)	SW8081B		38 - 135	86.4	%	12/17/22	18:40	LA	471572

NOTE: Sample diluted due to the nature of the sample matrix (dark colored extract)



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-5-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:37
SDG:

Lab Sample ID: 2212180-010A
Sample Matrix: Soil

Prep Method: 9045C
Prep Batch ID: 1147568

Prep Batch Date/Time: 12/19/22 12:20:00PM
Prep Analyst: ROME

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
pH in Soil	SW9045D	1	0.10	2.00	8.17		SU	12/19/22	12:20	RE	471547



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-5-1.5	Lab Sample ID:	2212180-010A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:37		
SDG:			

Prep Method:	3546_BNA	Prep Batch Date/Time:	12/15/22 10:23:00AM
Prep Batch ID:	1147435	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

N-Nitrosodimethylamine	SW8270C	1	46.9	720	ND		ug/Kg	12/22/22	5:51	MK	471614
Phenol	SW8270C	1	43.8	288	ND		ug/Kg	12/22/22	5:51	MK	471614
Bis(2-chloroethyl)ether	SW8270C	1	13.3	144	ND		ug/Kg	12/22/22	5:51	MK	471614
2-Chlorophenol	SW8270C	1	47.7	288	ND		ug/Kg	12/22/22	5:51	MK	471614
1,3-Dichlorobenzene	SW8270C	1	13.1	144	ND		ug/Kg	12/22/22	5:51	MK	471614
1,4-Dichlorobenzene	SW8270C	1	14.6	144	ND		ug/Kg	12/22/22	5:51	MK	471614
Benzyl Alcohol	SW8270C	1	20.5	288	ND		ug/Kg	12/22/22	5:51	MK	471614
1,2-Dichlorobenzene	SW8270C	1	13.5	144	ND		ug/Kg	12/22/22	5:51	MK	471614
2-Methylphenol (o-Cresol)	SW8270C	1	29.3	288	ND		ug/Kg	12/22/22	5:51	MK	471614
N-Methyl-2-Pyrrolidone (NMP)	SW8270C	1	68.0	720	ND		ug/Kg	12/22/22	5:51	MK	471614
3-/4-Methylphenol (p-/m-Cresol)	SW8270C	1	31.3	288	ND		ug/Kg	12/22/22	5:51	MK	471614
N-nitroso-di-n-propylamine	SW8270C	1	13.2	144	ND		ug/Kg	12/22/22	5:51	MK	471614
Hexachloroethane	SW8270C	1	17.1	144	ND		ug/Kg	12/22/22	5:51	MK	471614
Nitrobenzene	SW8270C	1	12.8	144	ND		ug/Kg	12/22/22	5:51	MK	471614
Isophorone	SW8270C	1	12.2	144	ND		ug/Kg	12/22/22	5:51	MK	471614
2-Nitrophenol	SW8270C	1	25.4	288	ND		ug/Kg	12/22/22	5:51	MK	471614
2,4-Dimethylphenol	SW8270C	1	22.8	288	ND		ug/Kg	12/22/22	5:51	MK	471614
Benzoic Acid	SW8270C	1	41.7	288	ND		ug/Kg	12/22/22	5:51	MK	471614
Bis(2-Chloroethoxy)methane	SW8270C	1	9.79	144	ND		ug/Kg	12/22/22	5:51	MK	471614
Bis(2-chloroisopropyl)ether	SW8270C	1	12.6	144	ND		ug/Kg	12/22/22	5:51	MK	471614
2,4-Dichlorophenol	SW8270C	1	39.3	288	ND		ug/Kg	12/22/22	5:51	MK	471614
1,2,4-Trichlorobenzene	SW8270C	1	11.8	144	ND		ug/Kg	12/22/22	5:51	MK	471614
Naphthalene	SW8270C	1	10.6	144	26.2	J	ug/Kg	12/22/22	5:51	MK	471614
2,6-Dichlorophenol	SW8270C	1	35.8	288	ND		ug/Kg	12/22/22	5:51	MK	471614
Hexachloro-1,3-butadiene	SW8270C	1	8.34	144	ND		ug/Kg	12/22/22	5:51	MK	471614
4-Chloro-3-methylphenol	SW8270C	1	33.8	288	ND		ug/Kg	12/22/22	5:51	MK	471614
2-Methylnaphthalene	SW8270C	1	10.4	144	ND		ug/Kg	12/22/22	5:51	MK	471614
1-Methylnaphthalene	SW8270C	1	12.2	144	ND		ug/Kg	12/22/22	5:51	MK	471614
Hexachlorocyclopentadiene	SW8270C	1	12.9	144	ND		ug/Kg	12/22/22	5:51	MK	471614
2,4,6-Trichlorophenol	SW8270C	1	35.9	288	ND		ug/Kg	12/22/22	5:51	MK	471614
2,4,5-Trichlorophenol	SW8270C	1	33.4	288	ND		ug/Kg	12/22/22	5:51	MK	471614
2-Chloronaphthalene	SW8270C	1	10.6	144	ND		ug/Kg	12/22/22	5:51	MK	471614
1,4-Dinitrobenzene	SW8270C	1	10.3	144	ND		ug/Kg	12/22/22	5:51	MK	471614
Dimethyl phthalate	SW8270C	1	14.2	720	ND		ug/Kg	12/22/22	5:51	MK	471614
1,3-Dinitrobenzene	SW8270C	1	10.4	144	ND		ug/Kg	12/22/22	5:51	MK	471614
Acenaphthylene	SW8270C	1	8.28	144	ND		ug/Kg	12/22/22	5:51	MK	471614
2,6-Dinitrotoluene	SW8270C	1	11.3	144	ND		ug/Kg	12/22/22	5:51	MK	471614
1,2-Dinitrobenzene	SW8270C	1	15.8	144	ND		ug/Kg	12/22/22	5:51	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-5-1.5	Lab Sample ID:	2212180-010A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:37		
SDG:			

Prep Method: 3546_BNA	Prep Batch Date/Time: 12/15/22 10:23:00AM
Prep Batch ID: 1147435	Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Acenaphthene	SW8270C	1	10.7	144	ND		ug/Kg	12/22/22	5:51	MK	471614
2,4-Dinitrophenol	SW8270C	1	77.6	720	ND		ug/Kg	12/22/22	5:51	MK	471614
4-Nitrophenol	SW8270C	1	54.7	720	ND		ug/Kg	12/22/22	5:51	MK	471614
Dibenzofuran	SW8270C	1	11.2	144	ND		ug/Kg	12/22/22	5:51	MK	471614
2,4-Dinitrotoluene	SW8270C	1	12.1	144	ND		ug/Kg	12/22/22	5:51	MK	471614
2,3,5,6-Tetrachlorophenol	SW8270C	1	27.6	288	ND		ug/Kg	12/22/22	5:51	MK	471614
2,3,4,6-Tetrachlorophenol	SW8270C	1	31.5	288	ND		ug/Kg	12/22/22	5:51	MK	471614
Diethylphthalate	SW8270C	1	13.6	720	ND		ug/Kg	12/22/22	5:51	MK	471614
Fluorene	SW8270C	1	10.3	144	ND		ug/Kg	12/22/22	5:51	MK	471614
4-Chlorophenyl-phenylether	SW8270C	1	9.32	144	ND		ug/Kg	12/22/22	5:51	MK	471614
4,6-Dinitro-2-methylphenol	SW8270C	1	13.4	288	ND		ug/Kg	12/22/22	5:51	MK	471614
Diphenylamine	SW8270C	1	13.0	144	ND		ug/Kg	12/22/22	5:51	MK	471614
Azobenzene	SW8270C	1	114	144	ND		ug/Kg	12/22/22	5:51	MK	471614
4-Bromophenyl-phenylether	SW8270C	1	8.23	144	ND		ug/Kg	12/22/22	5:51	MK	471614
Hexachlorobenzene	SW8270C	1	8.66	144	ND		ug/Kg	12/22/22	5:51	MK	471614
Pentachlorophenol	SW8270C	1	25.0	288	ND		ug/Kg	12/22/22	5:51	MK	471614
Phenanthrene	SW8270C	1	9.32	144	67.3	J	ug/Kg	12/22/22	5:51	MK	471614
Anthracene	SW8270C	1	8.91	144	11.8	J	ug/Kg	12/22/22	5:51	MK	471614
Carbazole	SW8270C	1	10.7	144	ND		ug/Kg	12/22/22	5:51	MK	471614
Di-n-butylphthalate	SW8270C	1	13.5	144	ND		ug/Kg	12/22/22	5:51	MK	471614
Fluoranthene	SW8270C	1	10.0	144	72.4	J	ug/Kg	12/22/22	5:51	MK	471614
Benzidine	SW8270C	1	147	144	ND		ug/Kg	12/22/22	5:51	MK	471614
Pyrene	SW8270C	1	12.0	144	81.1	J	ug/Kg	12/22/22	5:51	MK	471614
Butylbenzylphthalate	SW8270C	1	21.0	720	ND		ug/Kg	12/22/22	5:51	MK	471614
Benzo(a)anthracene	SW8270C	1	9.80	144	56.5	J	ug/Kg	12/22/22	5:51	MK	471614
3,3-Dichlorobenzidine	SW8270C	1	118	144	ND		ug/Kg	12/22/22	5:51	MK	471614
Chrysene	SW8270C	1	15.2	144	67.7	J	ug/Kg	12/22/22	5:51	MK	471614
Bis(2-Ethylhexyl)phthalate	SW8270C	1	15.3	720	ND		ug/Kg	12/22/22	5:51	MK	471614
Di-n-Octylphthalate	SW8270C	1	12.3	144	ND		ug/Kg	12/22/22	5:51	MK	471614
Benzo(b)fluorathene	SW8270C	1	12.0	144	79.7	J	ug/Kg	12/22/22	5:51	MK	471614
benzo(k)fluorathene	SW8270C	1	8.16	144	26.6	J	ug/Kg	12/22/22	5:51	MK	471614
Benzo(a)pyrene	SW8270C	1	9.80	144	79.0	J	ug/Kg	12/22/22	5:51	MK	471614
Indeno(1,2,3-c,d)pyrene	SW8270C	1	13.8	144	63.0	J	ug/Kg	12/22/22	5:51	MK	471614
Dibenzo(a,h)anthracene	SW8270C	1	12.7	144	ND		ug/Kg	12/22/22	5:51	MK	471614
Benzo(g,h,i)perylene	SW8270C	1	16.7	144	63.0	J	ug/Kg	12/22/22	5:51	MK	471614
Pyridine	SW8270C	1	43.8	720	ND		ug/Kg	12/22/22	5:51	MK	471614
Acceptance Limits											
2-Fluorophenol (S)	SW8270C		25 - 121		74.6		%	12/22/22	5:51	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-5-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:37
SDG:

Lab Sample ID: 2212180-010A
Sample Matrix: Soil

Prep Method: 3546_BNA
Prep Batch ID: 1147435

Prep Batch Date/Time: 12/15/22 10:23:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Phenol-d6 (S)	SW8270C	24 - 113	71.4	%	12/22/22	5:51	MK	471614
2,4,6-Tribromophenol (S)	SW8270C	19 - 122	42.9	%	12/22/22	5:51	MK	471614
2-Fluorobiphenyl (S)	SW8270C	45 - 143	72.8	%	12/22/22	5:51	MK	471614
Nitrobenzene-d5 (S)	SW8270C	23 - 120	71.6	%	12/22/22	5:51	MK	471614
p-Terphenyl-d14 (S)	SW8270C	18 - 137	82.1	%	12/22/22	5:51	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-5-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:37
SDG:

Lab Sample ID: 2212180-010A
Sample Matrix: Soil

Prep Method: 3546_TPH
Prep Batch ID: 1147438

Prep Batch Date/Time: 12/15/22 11:23:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
TPH as Diesel	SW8015B	1	0.66	2.0	3.79	x	mg/Kg	12/16/22	16:54	SN	471562
TPH as Motor Oil	SW8015B	1	0.76	5.0	17.5		mg/Kg	12/16/22	16:54	SN	471562
Acceptance Limits					95.3		%	12/16/22	16:54	SN	471562
Pentacosane (S)	SW8015B		45 - 130								

NOTE: x-Diesel value the result of overlap of Oil range into Diesel range



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-5-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:37
SDG:

Lab Sample ID: 2212180-010A
Sample Matrix: Soil

Prep Method: 5035
Prep Batch ID: 1147485

Prep Batch Date/Time: 12/15/22 10:59:00AM
Prep Analyst: HYYAS

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Dichlorodifluoromethane	SW8260B	1	1.2	10	ND		ug/Kg	12/15/22	20:00	HV	471486
Chloromethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:00	HV	471486
Vinyl Chloride	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	20:00	HV	471486
Bromomethane	SW8260B	1	2.7	10	ND		ug/Kg	12/15/22	20:00	HV	471486
Chloroethane	SW8260B	1	3.0	10	ND		ug/Kg	12/15/22	20:00	HV	471486
Trichlorofluoromethane	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	20:00	HV	471486
1,1-Dichloroethene	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	20:00	HV	471486
Freon 113	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	20:00	HV	471486
Methylene Chloride	SW8260B	1	7.1	10	ND		ug/Kg	12/15/22	20:00	HV	471486
trans-1,2-Dichloroethene	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	20:00	HV	471486
MTBE	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	20:00	HV	471486
TBA	SW8260B	1	12	50	ND		ug/Kg	12/15/22	20:00	HV	471486
Diisopropyl ether	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	20:00	HV	471486
1,1-Dichloroethane	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	20:00	HV	471486
Ethyl tert-Butyl ether	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	20:00	HV	471486
cis-1,2-Dichloroethene	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	20:00	HV	471486
2,2-Dichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	20:00	HV	471486
Bromochloromethane	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	20:00	HV	471486
Chloroform	SW8260B	1	2.4	10	ND		ug/Kg	12/15/22	20:00	HV	471486
Carbon Tetrachloride	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	20:00	HV	471486
1,1,1-Trichloroethane	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	20:00	HV	471486
1,1-Dichloropropene	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	20:00	HV	471486
Benzene	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	20:00	HV	471486
TAME	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	20:00	HV	471486
1,2-Dichloroethane	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	20:00	HV	471486
Trichloroethene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:00	HV	471486
Dibromomethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:00	HV	471486
1,2-Dichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	20:00	HV	471486
Bromodichloromethane	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	20:00	HV	471486
cis-1,3-Dichloropropene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:00	HV	471486
Toluene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:00	HV	471486
Tetrachloroethene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:00	HV	471486
trans-1,3-Dichloropropene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:00	HV	471486
1,1,2-Trichloroethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:00	HV	471486
Dibromochloromethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	20:00	HV	471486
1,3-Dichloropropane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:00	HV	471486
1,2-Dibromoethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:00	HV	471486
Chlorobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:00	HV	471486



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-5-1.5	Lab Sample ID:	2212180-010A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:37		
SDG:			

Prep Method: 5035	Prep Batch Date/Time: 12/15/22 10:59:00AM
Prep Batch ID: 1147485	Prep Analyst: HVYAS

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Ethylbenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:00	HV	471486
1,1,1,2-Tetrachloroethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	20:00	HV	471486
m,p-Xylene	SW8260B	1	3.2	10	ND		ug/Kg	12/15/22	20:00	HV	471486
o-Xylene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:00	HV	471486
Styrene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:00	HV	471486
Bromoform	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:00	HV	471486
Isopropyl Benzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:00	HV	471486
n-Propylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:00	HV	471486
Bromobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:00	HV	471486
1,1,2,2-Tetrachloroethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	20:00	HV	471486
2-Chlorotoluene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:00	HV	471486
1,3,5-Trimethylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:00	HV	471486
1,2,3-Trichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	20:00	HV	471486
4-Chlorotoluene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:00	HV	471486
tert-Butylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:00	HV	471486
1,2,4-Trimethylbenzene	SW8260B	1	1.4	10	ND		ug/Kg	12/15/22	20:00	HV	471486
sec-Butyl Benzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:00	HV	471486
p-Isopropyltoluene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	20:00	HV	471486
1,3-Dichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:00	HV	471486
1,4-Dichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:00	HV	471486
n-Butylbenzene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	20:00	HV	471486
1,2-Dichlorobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:00	HV	471486
1,2-Dibromo-3-Chloropropane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:00	HV	471486
Hexachlorobutadiene	SW8260B	1	1.4	10	ND		ug/Kg	12/15/22	20:00	HV	471486
1,2,4-Trichlorobenzene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	20:00	HV	471486
Naphthalene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:00	HV	471486
1,2,3-Trichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:00	HV	471486
2-Butanone	SW8260B	1	2.3	10.0	ND		ug/Kg	12/15/22	20:00	HV	471486
(S) Dibromofluoromethane	SW8260B		59.8 - 148		72.3		%	12/15/22	20:00	HV	471486
(S) Toluene-d8	SW8260B		55.2 - 133		77.0		%	12/15/22	20:00	HV	471486
(S) 4-Bromofluorobenzene	SW8260B		55.8 - 141		80.7		%	12/15/22	20:00	HV	471486



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-5-1.5	Lab Sample ID:	2212180-010A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:37		
SDG:			

Prep Method:	5035GRO	Prep Batch Date/Time:	12/15/22 10:59:00AM
Prep Batch ID:	1147488	Prep Analyst:	HVYAS

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
TPH as Gasoline	SW8260B(TPH)	1	43	100	ND		ug/Kg	12/15/22	20:00	HV	471486
(S) 4-Bromofluorobenzene	SW8260B(TPH)		43.9 - 127		106		%	12/15/22	20:00	HV	471486



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-6-2.0	Lab Sample ID:	2212180-011A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:45		
SDG:			

Prep Method:	9010P	Prep Batch Date/Time:	12/17/22	8:00:00AM
Prep Batch ID:	1147517	Prep Analyst:	PHUFANO	

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Cyanide, Total	SW9014	1	0.24	1.5	ND		mg/Kg	12/17/22	14:36	PH	471507



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-6-2.0	Lab Sample ID:	2212180-011A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:45		
SDG:			

Prep Method:	7471BP	Prep Batch Date/Time:	12/15/22	6:45:00PM
Prep Batch ID:	1147466	Prep Analyst:	TNGO	

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Mercury	SW7471B	1	0.083	0.50	ND		mg/Kg	12/16/22	11:19	BJAY	471519



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-6-2.0	Lab Sample ID:	2212180-011A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:45		
SDG:			

Prep Method: 6020S-P	Prep Batch Date/Time: 12/16/22 10:45:00AM
Prep Batch ID: 1147472	Prep Analyst: ERAGUDO

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
<i>The results shown below are reported using their MDL.</i>											
Antimony	SW6020A	1	0.12	1.0	ND		mg/Kg	12/19/22	17:11	ERR	471558
Arsenic	SW6020A	1	0.21	1.0	4.14		mg/Kg	12/19/22	17:11	ERR	471558
Barium	SW6020A	1	0.84	1.0	121		mg/Kg	12/19/22	17:11	ERR	471558
Beryllium	SW6020A	1	0.16	1.0	0.395	J	mg/Kg	12/19/22	17:11	ERR	471558
Cadmium	SW6020A	1	0.084	1.0	ND		mg/Kg	12/19/22	17:11	ERR	471558
Chromium	SW6020A	1	0.097	1.0	89.7		mg/Kg	12/19/22	17:11	ERR	471558
Cobalt	SW6020A	1	0.21	1.0	11.5		mg/Kg	12/19/22	17:11	ERR	471558
Copper	SW6020A	1	0.17	2.5	10.5		mg/Kg	12/19/22	17:11	ERR	471558
Lead	SW6020A	1	0.054	1.0	5.81		mg/Kg	12/19/22	17:11	ERR	471558
Molybdenum	SW6020A	1	0.13	1.0	0.197	J	mg/Kg	12/19/22	17:11	ERR	471558
Nickel	SW6020A	1	1.2	5.0	51.7		mg/Kg	12/19/22	17:11	ERR	471558
Selenium	SW6020A	1	0.035	1.0	2.55		mg/Kg	12/19/22	17:11	ERR	471558
Silver	SW6020A	1	0.098	0.50	ND		mg/Kg	12/19/22	17:11	ERR	471558
Thallium	SW6020A	1	0.34	5.0	ND		mg/Kg	12/19/22	17:11	ERR	471558
Vanadium	SW6020A	1	0.28	25	61.4		mg/Kg	12/19/22	17:11	ERR	471558
Zinc	SW6020A	1	0.70	2.5	28.5		mg/Kg	12/19/22	17:11	ERR	471558



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-6-2.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:45
SDG:

Lab Sample ID: 2212180-011A
Sample Matrix: Soil

Prep Method: WET/3010B
Prep Batch ID: 1147721

Prep Batch Date/Time: 12/30/22 12:50:00PM
Prep Analyst: ATRUONG

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
Chromium (STLC)	SW6010B-STLC	1	0.010	0.20	ND		mg/L	01/03/23	12:55	AT	471719



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-6-2.0	Lab Sample ID:	2212180-011A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:45		
SDG:			

Prep Method:	3546_PCB	Prep Batch Date/Time:	12/15/22 11:46:00AM
Prep Batch ID:	1147440	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Aroclor1016	SW8082A	1	35.0	100	ND		ug/Kg	12/16/22	19:04	MK	471516
Aroclor1221	SW8082A	1	5.00	100	ND		ug/Kg	12/16/22	19:04	MK	471516
Aroclor1232	SW8082A	1	17.0	100	ND		ug/Kg	12/16/22	19:04	MK	471516
Aroclor1242	SW8082A	1	3.00	100	ND		ug/Kg	12/16/22	19:04	MK	471516
Aroclor1248	SW8082A	1	2.00	100	ND		ug/Kg	12/16/22	19:04	MK	471516
Aroclor1254	SW8082A	1	14.0	100	ND		ug/Kg	12/16/22	19:04	MK	471516
Aroclor1260	SW8082A	1	24.0	100	ND		ug/Kg	12/16/22	19:04	MK	471516
Acceptance Limits											
TCMX (S)	SW8082A		48 - 125		93.0		%	12/16/22	19:04	MK	471516
DCBP (S)	SW8082A		48 - 135		90.0		%	12/16/22	19:04	MK	471516



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-6-2.0	Lab Sample ID:	2212180-011A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:45		
SDG:			

Prep Method:	3546_OCP	Prep Batch Date/Time:	12/16/22 11:32:00AM
Prep Batch ID:	1147477	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

alpha-BHC	SW8081B	1	0.25	2.0	ND		ug/Kg	12/17/22	18:52	LA	471572
gamma-BHC (Lindane)	SW8081B	1	0.71	2.0	ND		ug/Kg	12/17/22	18:52	LA	471572
beta-BHC	SW8081B	1	0.44	2.0	ND		ug/Kg	12/17/22	18:52	LA	471572
delta-BHC	SW8081B	1	0.65	2.0	ND		ug/Kg	12/17/22	18:52	LA	471572
Heptachlor	SW8081B	1	0.27	2.0	ND		ug/Kg	12/17/22	18:52	LA	471572
Aldrin	SW8081B	1	0.29	2.0	ND		ug/Kg	12/17/22	18:52	LA	471572
Heptachlor Epoxide	SW8081B	1	0.31	2.0	ND		ug/Kg	12/17/22	18:52	LA	471572
gamma-Chlordane	SW8081B	1	1.5	3.0	ND		ug/Kg	12/17/22	18:52	LA	471572
alpha-Chlordane	SW8081B	1	0.36	2.0	ND		ug/Kg	12/17/22	18:52	LA	471572
4,4'-DDE	SW8081B	1	0.61	2.0	ND		ug/Kg	12/17/22	18:52	LA	471572
Endosulfan I	SW8081B	1	0.29	2.0	ND		ug/Kg	12/17/22	18:52	LA	471572
Dieldrin	SW8081B	1	0.25	2.0	ND		ug/Kg	12/17/22	18:52	LA	471572
Endrin	SW8081B	1	0.79	2.0	ND		ug/Kg	12/17/22	18:52	LA	471572
4,4'-DDD	SW8081B	1	0.64	2.0	ND		ug/Kg	12/17/22	18:52	LA	471572
Endosulfan II	SW8081B	1	0.34	2.0	ND		ug/Kg	12/17/22	18:52	LA	471572
4,4'-DDT	SW8081B	1	0.74	2.0	ND		ug/Kg	12/17/22	18:52	LA	471572
Endrin Aldehyde	SW8081B	1	0.51	2.0	ND		ug/Kg	12/17/22	18:52	LA	471572
Methoxychlor	SW8081B	1	2.6	6.0	ND		ug/Kg	12/17/22	18:52	LA	471572
Endosulfan Sulfate	SW8081B	1	0.51	2.0	ND		ug/Kg	12/17/22	18:52	LA	471572
Endrin Ketone	SW8081B	1	0.43	2.0	ND		ug/Kg	12/17/22	18:52	LA	471572
Chlordane, Technical	SW8081B	1	2.7	20	ND		ug/Kg	12/17/22	18:52	LA	471572
Toxaphene	SW8081B	1	22	50	ND		ug/Kg	12/17/22	18:52	LA	471572
Acceptance Limits											
Tetrachloro-M-Xylene (S)	SW8081B		48 - 125		67.7		%	12/17/22	18:52	LA	471572
Decachlorobiphenyl (S)	SW8081B		38 - 135		71.2		%	12/17/22	18:52	LA	471572



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-6-2.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:45
SDG:

Lab Sample ID: 2212180-011A
Sample Matrix: Soil

Prep Method: 9045C
Prep Batch ID: 1147568

Prep Batch Date/Time: 12/19/22 12:20:00PM
Prep Analyst: ROME

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
pH in Soil	SW9045D	1	0.10	2.00	8.07		SU	12/19/22	12:20	RE	471547



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-6-2.0	Lab Sample ID:	2212180-011A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:45		
SDG:			

Prep Method:	3546_BNA	Prep Batch Date/Time:	12/15/22 10:23:00AM
Prep Batch ID:	1147435	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

N-Nitrosodimethylamine	SW8270C	1	46.9	720	ND		ug/Kg	12/22/22	5:52	torrent	471614
Phenol	SW8270C	1	43.8	288	ND		ug/Kg	12/22/22	5:52	torrent	471614
Bis(2-chloroethyl)ether	SW8270C	1	13.3	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
2-Chlorophenol	SW8270C	1	47.7	288	ND		ug/Kg	12/22/22	5:52	torrent	471614
1,3-Dichlorobenzene	SW8270C	1	13.1	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
1,4-Dichlorobenzene	SW8270C	1	14.6	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
Benzyl Alcohol	SW8270C	1	20.5	288	ND		ug/Kg	12/22/22	5:52	torrent	471614
1,2-Dichlorobenzene	SW8270C	1	13.5	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
2-Methylphenol (o-Cresol)	SW8270C	1	29.3	288	ND		ug/Kg	12/22/22	5:52	torrent	471614
N-Methyl-2-Pyrrolidone (NMP)	SW8270C	1	68.0	720	ND		ug/Kg	12/22/22	5:52	torrent	471614
3-/4-Methylphenol (p-/m-Cresol)	SW8270C	1	31.3	288	ND		ug/Kg	12/22/22	5:52	torrent	471614
N-nitroso-di-n-propylamine	SW8270C	1	13.2	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
Hexachloroethane	SW8270C	1	17.1	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
Nitrobenzene	SW8270C	1	12.8	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
Isophorone	SW8270C	1	12.2	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
2-Nitrophenol	SW8270C	1	25.4	288	ND		ug/Kg	12/22/22	5:52	torrent	471614
2,4-Dimethylphenol	SW8270C	1	22.8	288	ND		ug/Kg	12/22/22	5:52	torrent	471614
Benzoic Acid	SW8270C	1	41.7	288	ND		ug/Kg	12/22/22	5:52	torrent	471614
Bis(2-Chloroethoxy)methane	SW8270C	1	9.79	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
Bis(2-chloroisopropyl)ether	SW8270C	1	12.6	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
2,4-Dichlorophenol	SW8270C	1	39.3	288	ND		ug/Kg	12/22/22	5:52	torrent	471614
1,2,4-Trichlorobenzene	SW8270C	1	11.8	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
Naphthalene	SW8270C	1	10.6	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
2,6-Dichlorophenol	SW8270C	1	35.8	288	ND		ug/Kg	12/22/22	5:52	torrent	471614
Hexachloro-1,3-butadiene	SW8270C	1	8.34	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
4-Chloro-3-methylphenol	SW8270C	1	33.8	288	ND		ug/Kg	12/22/22	5:52	torrent	471614
2-Methylnaphthalene	SW8270C	1	10.4	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
1-Methylnaphthalene	SW8270C	1	12.2	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
Hexachlorocyclopentadiene	SW8270C	1	12.9	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
2,4,6-Trichlorophenol	SW8270C	1	35.9	288	ND		ug/Kg	12/22/22	5:52	torrent	471614
2,4,5-Trichlorophenol	SW8270C	1	33.4	288	ND		ug/Kg	12/22/22	5:52	torrent	471614
2-Chloronaphthalene	SW8270C	1	10.6	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
1,4-Dinitrobenzene	SW8270C	1	10.3	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
Dimethyl phthalate	SW8270C	1	14.2	720	ND		ug/Kg	12/22/22	5:52	torrent	471614
1,3-Dinitrobenzene	SW8270C	1	10.4	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
Acenaphthylene	SW8270C	1	8.28	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
2,6-Dinitrotoluene	SW8270C	1	11.3	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
1,2-Dinitrobenzene	SW8270C	1	15.8	144	ND		ug/Kg	12/22/22	5:52	torrent	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-6-2.0	Lab Sample ID:	2212180-011A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:45		
SDG:			

Prep Method:	3546_BNA	Prep Batch Date/Time:	12/15/22 10:23:00AM
Prep Batch ID:	1147435	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Acenaphthene	SW8270C	1	10.7	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
2,4-Dinitrophenol	SW8270C	1	77.6	720	ND		ug/Kg	12/22/22	5:52	torrent	471614
4-Nitrophenol	SW8270C	1	54.7	720	ND		ug/Kg	12/22/22	5:52	torrent	471614
Dibenzofuran	SW8270C	1	11.2	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
2,4-Dinitrotoluene	SW8270C	1	12.1	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
2,3,5,6-Tetrachlorophenol	SW8270C	1	27.6	288	ND		ug/Kg	12/22/22	5:52	torrent	471614
2,3,4,6-Tetrachlorophenol	SW8270C	1	31.5	288	ND		ug/Kg	12/22/22	5:52	torrent	471614
Diethylphthalate	SW8270C	1	13.6	720	ND		ug/Kg	12/22/22	5:52	torrent	471614
Fluorene	SW8270C	1	10.3	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
4-Chlorophenyl-phenylether	SW8270C	1	9.32	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
4,6-Dinitro-2-methylphenol	SW8270C	1	13.4	288	ND		ug/Kg	12/22/22	5:52	torrent	471614
Diphenylamine	SW8270C	1	13.0	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
Azobenzene	SW8270C	1	114	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
4-Bromophenyl-phenylether	SW8270C	1	8.23	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
Hexachlorobenzene	SW8270C	1	8.66	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
Pentachlorophenol	SW8270C	1	25.0	288	ND		ug/Kg	12/22/22	5:52	torrent	471614
Phenanthrene	SW8270C	1	9.32	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
Anthracene	SW8270C	1	8.91	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
Carbazole	SW8270C	1	10.7	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
Di-n-butylphthalate	SW8270C	1	13.5	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
Fluoranthene	SW8270C	1	10.0	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
Benzidine	SW8270C	1	147	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
Pyrene	SW8270C	1	12.0	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
Butylbenzylphthalate	SW8270C	1	21.0	720	ND		ug/Kg	12/22/22	5:52	torrent	471614
Benzo(a)anthracene	SW8270C	1	9.80	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
3,3-Dichlorobenzidine	SW8270C	1	118	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
Chrysene	SW8270C	1	15.2	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
Bis(2-Ethylhexyl)phthalate	SW8270C	1	15.3	720	ND		ug/Kg	12/22/22	5:52	torrent	471614
Di-n-Octylphthalate	SW8270C	1	12.3	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
Benzo(b)fluorathene	SW8270C	1	12.0	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
benzo(k)fluorathene	SW8270C	1	8.16	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
Benzo(a)pyrene	SW8270C	1	9.80	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
Indeno(1,2,3-c,d)pyrene	SW8270C	1	13.8	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
Dibenzo(a,h)anthracene	SW8270C	1	12.7	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
Benzo(g,h,i)perylene	SW8270C	1	16.7	144	ND		ug/Kg	12/22/22	5:52	torrent	471614
Pyridine	SW8270C	1	43.8	720	ND		ug/Kg	12/22/22	5:52	torrent	471614

Acceptance Limits

2-Fluorophenol (S)	SW8270C		25 - 121		59.6		%	12/22/22	5:52	torrent	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-6-2.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:45
SDG:

Lab Sample ID: 2212180-011A
Sample Matrix: Soil

Prep Method: 3546_BNA
Prep Batch ID: 1147435

Prep Batch Date/Time: 12/15/22 10:23:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Phenol-d6 (S)	SW8270C	24 - 113	62.8	%	12/22/22	5:52	torrent	471614
2,4,6-Tribromophenol (S)	SW8270C	19 - 122	54.9	%	12/22/22	5:52	torrent	471614
2-Fluorobiphenyl (S)	SW8270C	45 - 143	68.3	%	12/22/22	5:52	torrent	471614
Nitrobenzene-d5 (S)	SW8270C	23 - 120	51.6	%	12/22/22	5:52	torrent	471614
p-Terphenyl-d14 (S)	SW8270C	18 - 137	90.1	%	12/22/22	5:52	torrent	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-6-2.0	Lab Sample ID:	2212180-011A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:45		
SDG:			

Prep Method:	3546_TPH	Prep Batch Date/Time:	12/15/22 11:23:00AM
Prep Batch ID:	1147438	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
TPH as Diesel	SW8015B	1	0.66	2.0	ND		mg/Kg	12/16/22	17:19	SN	471562
TPH as Motor Oil	SW8015B	1	0.76	5.0	5.82		mg/Kg	12/16/22	17:19	SN	471562
			Acceptance Limits								
Pentacosane (S)	SW8015B		45 - 130		108		%	12/16/22	17:19	SN	471562



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-6-2.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:45
SDG:

Lab Sample ID: 2212180-011A
Sample Matrix: Soil

Prep Method: 5035
Prep Batch ID: 1147485

Prep Batch Date/Time: 12/15/22 10:59:00AM
Prep Analyst: HYYAS

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Dichlorodifluoromethane	SW8260B	1	1.2	10	ND		ug/Kg	12/15/22	20:29	HV	471486
Chloromethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:29	HV	471486
Vinyl Chloride	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	20:29	HV	471486
Bromomethane	SW8260B	1	2.7	10	ND		ug/Kg	12/15/22	20:29	HV	471486
Chloroethane	SW8260B	1	3.0	10	ND		ug/Kg	12/15/22	20:29	HV	471486
Trichlorofluoromethane	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	20:29	HV	471486
1,1-Dichloroethene	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	20:29	HV	471486
Freon 113	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	20:29	HV	471486
Methylene Chloride	SW8260B	1	7.1	10	ND		ug/Kg	12/15/22	20:29	HV	471486
trans-1,2-Dichloroethene	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	20:29	HV	471486
MTBE	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	20:29	HV	471486
TBA	SW8260B	1	12	50	ND		ug/Kg	12/15/22	20:29	HV	471486
Diisopropyl ether	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	20:29	HV	471486
1,1-Dichloroethane	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	20:29	HV	471486
Ethyl tert-Butyl ether	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	20:29	HV	471486
cis-1,2-Dichloroethene	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	20:29	HV	471486
2,2-Dichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	20:29	HV	471486
Bromochloromethane	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	20:29	HV	471486
Chloroform	SW8260B	1	2.4	10	ND		ug/Kg	12/15/22	20:29	HV	471486
Carbon Tetrachloride	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	20:29	HV	471486
1,1,1-Trichloroethane	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	20:29	HV	471486
1,1-Dichloropropene	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	20:29	HV	471486
Benzene	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	20:29	HV	471486
TAME	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	20:29	HV	471486
1,2-Dichloroethane	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	20:29	HV	471486
Trichloroethene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:29	HV	471486
Dibromomethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:29	HV	471486
1,2-Dichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	20:29	HV	471486
Bromodichloromethane	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	20:29	HV	471486
cis-1,3-Dichloropropene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:29	HV	471486
Toluene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:29	HV	471486
Tetrachloroethene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:29	HV	471486
trans-1,3-Dichloropropene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:29	HV	471486
1,1,2-Trichloroethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:29	HV	471486
Dibromochloromethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	20:29	HV	471486
1,3-Dichloropropane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:29	HV	471486
1,2-Dibromoethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:29	HV	471486
Chlorobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:29	HV	471486



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-6-2.0	Lab Sample ID:	2212180-011A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:45		
SDG:			

Prep Method: 5035	Prep Batch Date/Time: 12/15/22 10:59:00AM
Prep Batch ID: 1147485	Prep Analyst: HVYAS

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Ethylbenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:29	HV	471486
1,1,1,2-Tetrachloroethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	20:29	HV	471486
m,p-Xylene	SW8260B	1	3.2	10	ND		ug/Kg	12/15/22	20:29	HV	471486
o-Xylene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:29	HV	471486
Styrene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:29	HV	471486
Bromoform	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:29	HV	471486
Isopropyl Benzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:29	HV	471486
n-Propylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:29	HV	471486
Bromobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:29	HV	471486
1,1,2,2-Tetrachloroethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	20:29	HV	471486
2-Chlorotoluene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:29	HV	471486
1,3,5-Trimethylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:29	HV	471486
1,2,3-Trichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	20:29	HV	471486
4-Chlorotoluene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:29	HV	471486
tert-Butylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:29	HV	471486
1,2,4-Trimethylbenzene	SW8260B	1	1.4	10	ND		ug/Kg	12/15/22	20:29	HV	471486
sec-Butyl Benzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:29	HV	471486
p-Isopropyltoluene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	20:29	HV	471486
1,3-Dichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:29	HV	471486
1,4-Dichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:29	HV	471486
n-Butylbenzene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	20:29	HV	471486
1,2-Dichlorobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:29	HV	471486
1,2-Dibromo-3-Chloropropane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:29	HV	471486
Hexachlorobutadiene	SW8260B	1	1.4	10	ND		ug/Kg	12/15/22	20:29	HV	471486
1,2,4-Trichlorobenzene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	20:29	HV	471486
Naphthalene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:29	HV	471486
1,2,3-Trichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:29	HV	471486
2-Butanone	SW8260B	1	2.3	10.0	ND		ug/Kg	12/15/22	20:29	HV	471486
(S) Dibromofluoromethane	SW8260B		59.8 - 148		68.0		%	12/15/22	20:29	HV	471486
(S) Toluene-d8	SW8260B		55.2 - 133		78.6		%	12/15/22	20:29	HV	471486
(S) 4-Bromofluorobenzene	SW8260B		55.8 - 141		80.2		%	12/15/22	20:29	HV	471486



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-6-2.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:45
SDG:

Lab Sample ID: 2212180-011A
Sample Matrix: Soil

Prep Method: 5035GRO
Prep Batch ID: 1147488

Prep Batch Date/Time: 12/15/22 10:59:00AM
Prep Analyst: HVYAS

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
TPH as Gasoline	SW8260B(TPH)	1	43	100	ND		ug/Kg	12/15/22	20:29	HV	471486
(S) 4-Bromofluorobenzene	SW8260B(TPH)		43.9 - 127		98.7		%	12/15/22	20:29	HV	471486



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-6-3.5	Lab Sample ID:	2212180-012A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:50		
SDG:			

Prep Method:	9010P	Prep Batch Date/Time:	12/17/22	8:00:00AM
Prep Batch ID:	1147517	Prep Analyst:	PHUFANO	

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Cyanide, Total	SW9014	1	0.24	1.5	ND		mg/Kg	12/17/22	14:36	PH	471507



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-6-3.5	Lab Sample ID:	2212180-012A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:50		
SDG:			

Prep Method:	7471BP	Prep Batch Date/Time:	12/15/22	6:45:00PM
Prep Batch ID:	1147466	Prep Analyst:	TNGO	

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Mercury	SW7471B	1	0.083	0.50	ND		mg/Kg	12/16/22	11:21	BJAY	471519



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-6-3.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:50
SDG:

Lab Sample ID: 2212180-012A
Sample Matrix: Soil

Prep Method: 6020S-P
Prep Batch ID: 1147472

Prep Batch Date/Time: 12/16/22 10:45:00AM
Prep Analyst: ERAGUDO

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
<i>The results shown below are reported using their MDL.</i>											
Antimony	SW6020A	1	0.12	1.0	ND		mg/Kg	12/19/22	17:16	ERR	471558
Arsenic	SW6020A	1	0.21	1.0	3.71		mg/Kg	12/19/22	17:16	ERR	471558
Barium	SW6020A	1	0.84	1.0	50.7		mg/Kg	12/19/22	17:16	ERR	471558
Beryllium	SW6020A	1	0.16	1.0	0.246	J	mg/Kg	12/19/22	17:16	ERR	471558
Cadmium	SW6020A	1	0.084	1.0	ND		mg/Kg	12/19/22	17:16	ERR	471558
Chromium	SW6020A	1	0.097	1.0	103		mg/Kg	12/19/22	17:16	ERR	471558
Cobalt	SW6020A	1	0.21	1.0	6.20		mg/Kg	12/19/22	17:16	ERR	471558
Copper	SW6020A	1	0.17	2.5	6.80		mg/Kg	12/19/22	17:16	ERR	471558
Lead	SW6020A	1	0.054	1.0	2.45		mg/Kg	12/19/22	17:16	ERR	471558
Molybdenum	SW6020A	1	0.13	1.0	ND		mg/Kg	12/19/22	17:16	ERR	471558
Nickel	SW6020A	1	1.2	5.0	56.1		mg/Kg	12/19/22	17:16	ERR	471558
Selenium	SW6020A	1	0.035	1.0	1.91		mg/Kg	12/19/22	17:16	ERR	471558
Silver	SW6020A	1	0.098	0.50	ND		mg/Kg	12/19/22	17:16	ERR	471558
Thallium	SW6020A	1	0.34	5.0	ND		mg/Kg	12/19/22	17:16	ERR	471558
Vanadium	SW6020A	1	0.28	25	59.5		mg/Kg	12/19/22	17:16	ERR	471558
Zinc	SW6020A	1	0.70	2.5	23.9		mg/Kg	12/19/22	17:16	ERR	471558



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-6-3.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:50
SDG:

Lab Sample ID: 2212180-012A
Sample Matrix: Soil

Prep Method: WET/3010B
Prep Batch ID: 1147721

Prep Batch Date/Time: 12/30/22 12:50:00PM
Prep Analyst: ATRUONG

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
Chromium (STLC)	SW6010B-STLC	1	0.010	0.20	ND		mg/L	01/03/23	12:57	AT	471719



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-6-3.5	Lab Sample ID:	2212180-012A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:50		
SDG:			

Prep Method:	3546_PCB	Prep Batch Date/Time:	12/15/22 11:46:00AM
Prep Batch ID:	1147440	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Aroclor1016	SW8082A	1	35.0	100	ND		ug/Kg	12/16/22	19:20	MK	471516
Aroclor1221	SW8082A	1	5.00	100	ND		ug/Kg	12/16/22	19:20	MK	471516
Aroclor1232	SW8082A	1	17.0	100	ND		ug/Kg	12/16/22	19:20	MK	471516
Aroclor1242	SW8082A	1	3.00	100	ND		ug/Kg	12/16/22	19:20	MK	471516
Aroclor1248	SW8082A	1	2.00	100	ND		ug/Kg	12/16/22	19:20	MK	471516
Aroclor1254	SW8082A	1	14.0	100	ND		ug/Kg	12/16/22	19:20	MK	471516
Aroclor1260	SW8082A	1	24.0	100	ND		ug/Kg	12/16/22	19:20	MK	471516
Acceptance Limits											
TCMX (S)	SW8082A		48 - 125		101		%	12/16/22	19:20	MK	471516
DCBP (S)	SW8082A		48 - 135		98.0		%	12/16/22	19:20	MK	471516



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-6-3.5	Lab Sample ID:	2212180-012A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:50		
SDG:			

Prep Method:	3546_OCP	Prep Batch Date/Time:	12/16/22 11:32:00AM
Prep Batch ID:	1147477	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

alpha-BHC	SW8081B	1	0.25	2.0	ND		ug/Kg	12/17/22	19:07	LA	471572
gamma-BHC (Lindane)	SW8081B	1	0.71	2.0	ND		ug/Kg	12/17/22	19:07	LA	471572
beta-BHC	SW8081B	1	0.44	2.0	ND		ug/Kg	12/17/22	19:07	LA	471572
delta-BHC	SW8081B	1	0.65	2.0	ND		ug/Kg	12/17/22	19:07	LA	471572
Heptachlor	SW8081B	1	0.27	2.0	ND		ug/Kg	12/17/22	19:07	LA	471572
Aldrin	SW8081B	1	0.29	2.0	ND		ug/Kg	12/17/22	19:07	LA	471572
Heptachlor Epoxide	SW8081B	1	0.31	2.0	ND		ug/Kg	12/17/22	19:07	LA	471572
gamma-Chlordane	SW8081B	1	1.5	3.0	ND		ug/Kg	12/17/22	19:07	LA	471572
alpha-Chlordane	SW8081B	1	0.36	2.0	ND		ug/Kg	12/17/22	19:07	LA	471572
4,4'-DDE	SW8081B	1	0.61	2.0	ND		ug/Kg	12/17/22	19:07	LA	471572
Endosulfan I	SW8081B	1	0.29	2.0	ND		ug/Kg	12/17/22	19:07	LA	471572
Dieldrin	SW8081B	1	0.25	2.0	ND		ug/Kg	12/17/22	19:07	LA	471572
Endrin	SW8081B	1	0.79	2.0	ND		ug/Kg	12/17/22	19:07	LA	471572
4,4'-DDD	SW8081B	1	0.64	2.0	ND		ug/Kg	12/17/22	19:07	LA	471572
Endosulfan II	SW8081B	1	0.34	2.0	ND		ug/Kg	12/17/22	19:07	LA	471572
4,4'-DDT	SW8081B	1	0.74	2.0	ND		ug/Kg	12/17/22	19:07	LA	471572
Endrin Aldehyde	SW8081B	1	0.51	2.0	ND		ug/Kg	12/17/22	19:07	LA	471572
Methoxychlor	SW8081B	1	2.6	6.0	ND		ug/Kg	12/17/22	19:07	LA	471572
Endosulfan Sulfate	SW8081B	1	0.51	2.0	ND		ug/Kg	12/17/22	19:07	LA	471572
Endrin Ketone	SW8081B	1	0.43	2.0	ND		ug/Kg	12/17/22	19:07	LA	471572
Chlordane, Technical	SW8081B	1	2.7	20	ND		ug/Kg	12/17/22	19:07	LA	471572
Toxaphene	SW8081B	1	22	50	ND		ug/Kg	12/17/22	19:07	LA	471572
Acceptance Limits											
Tetrachloro-M-Xylene (S)	SW8081B		48 - 125		73.9		%	12/17/22	19:07	LA	471572
Decachlorobiphenyl (S)	SW8081B		38 - 135		79.7		%	12/17/22	19:07	LA	471572



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-6-3.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:50
SDG:

Lab Sample ID: 2212180-012A
Sample Matrix: Soil

Prep Method: 9045C
Prep Batch ID: 1147568

Prep Batch Date/Time: 12/19/22 12:20:00PM
Prep Analyst: ROME

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
pH in Soil	SW9045D	1	0.10	2.00	7.50		SU	12/19/22	12:20	RE	471547



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-6-3.5	Lab Sample ID:	2212180-012A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:50		
SDG:			

Prep Method: 3546_BNA	Prep Batch Date/Time: 12/15/22 10:23:00AM
Prep Batch ID: 1147435	Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

N-Nitrosodimethylamine	SW8270C	1	46.9	720	ND		ug/Kg	12/22/22	6:48	MK	471614
Phenol	SW8270C	1	43.8	288	ND		ug/Kg	12/22/22	6:48	MK	471614
Bis(2-chloroethyl)ether	SW8270C	1	13.3	144	ND		ug/Kg	12/22/22	6:48	MK	471614
2-Chlorophenol	SW8270C	1	47.7	288	ND		ug/Kg	12/22/22	6:48	MK	471614
1,3-Dichlorobenzene	SW8270C	1	13.1	144	ND		ug/Kg	12/22/22	6:48	MK	471614
1,4-Dichlorobenzene	SW8270C	1	14.6	144	ND		ug/Kg	12/22/22	6:48	MK	471614
Benzyl Alcohol	SW8270C	1	20.5	288	ND		ug/Kg	12/22/22	6:48	MK	471614
1,2-Dichlorobenzene	SW8270C	1	13.5	144	ND		ug/Kg	12/22/22	6:48	MK	471614
2-Methylphenol (o-Cresol)	SW8270C	1	29.3	288	ND		ug/Kg	12/22/22	6:48	MK	471614
N-Methyl-2-Pyrrolidone (NMP)	SW8270C	1	68.0	720	ND		ug/Kg	12/22/22	6:48	MK	471614
3-/4-Methylphenol (p-/m-Cresol)	SW8270C	1	31.3	288	ND		ug/Kg	12/22/22	6:48	MK	471614
N-nitroso-di-n-propylamine	SW8270C	1	13.2	144	ND		ug/Kg	12/22/22	6:48	MK	471614
Hexachloroethane	SW8270C	1	17.1	144	ND		ug/Kg	12/22/22	6:48	MK	471614
Nitrobenzene	SW8270C	1	12.8	144	ND		ug/Kg	12/22/22	6:48	MK	471614
Isophorone	SW8270C	1	12.2	144	ND		ug/Kg	12/22/22	6:48	MK	471614
2-Nitrophenol	SW8270C	1	25.4	288	ND		ug/Kg	12/22/22	6:48	MK	471614
2,4-Dimethylphenol	SW8270C	1	22.8	288	ND		ug/Kg	12/22/22	6:48	MK	471614
Benzoic Acid	SW8270C	1	41.7	288	ND		ug/Kg	12/22/22	6:48	MK	471614
Bis(2-Chloroethoxy)methane	SW8270C	1	9.79	144	ND		ug/Kg	12/22/22	6:48	MK	471614
Bis(2-chloroisopropyl)ether	SW8270C	1	12.6	144	ND		ug/Kg	12/22/22	6:48	MK	471614
2,4-Dichlorophenol	SW8270C	1	39.3	288	ND		ug/Kg	12/22/22	6:48	MK	471614
1,2,4-Trichlorobenzene	SW8270C	1	11.8	144	ND		ug/Kg	12/22/22	6:48	MK	471614
Naphthalene	SW8270C	1	10.6	144	ND		ug/Kg	12/22/22	6:48	MK	471614
2,6-Dichlorophenol	SW8270C	1	35.8	288	ND		ug/Kg	12/22/22	6:48	MK	471614
Hexachloro-1,3-butadiene	SW8270C	1	8.34	144	ND		ug/Kg	12/22/22	6:48	MK	471614
4-Chloro-3-methylphenol	SW8270C	1	33.8	288	ND		ug/Kg	12/22/22	6:48	MK	471614
2-Methylnaphthalene	SW8270C	1	10.4	144	ND		ug/Kg	12/22/22	6:48	MK	471614
1-Methylnaphthalene	SW8270C	1	12.2	144	ND		ug/Kg	12/22/22	6:48	MK	471614
Hexachlorocyclopentadiene	SW8270C	1	12.9	144	ND		ug/Kg	12/22/22	6:48	MK	471614
2,4,6-Trichlorophenol	SW8270C	1	35.9	288	ND		ug/Kg	12/22/22	6:48	MK	471614
2,4,5-Trichlorophenol	SW8270C	1	33.4	288	ND		ug/Kg	12/22/22	6:48	MK	471614
2-Chloronaphthalene	SW8270C	1	10.6	144	ND		ug/Kg	12/22/22	6:48	MK	471614
1,4-Dinitrobenzene	SW8270C	1	10.3	144	ND		ug/Kg	12/22/22	6:48	MK	471614
Dimethyl phthalate	SW8270C	1	14.2	720	ND		ug/Kg	12/22/22	6:48	MK	471614
1,3-Dinitrobenzene	SW8270C	1	10.4	144	ND		ug/Kg	12/22/22	6:48	MK	471614
Acenaphthylene	SW8270C	1	8.28	144	ND		ug/Kg	12/22/22	6:48	MK	471614
2,6-Dinitrotoluene	SW8270C	1	11.3	144	ND		ug/Kg	12/22/22	6:48	MK	471614
1,2-Dinitrobenzene	SW8270C	1	15.8	144	ND		ug/Kg	12/22/22	6:48	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-6-3.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:50
SDG:

Lab Sample ID: 2212180-012A
Sample Matrix: Soil

Prep Method: 3546_BNA
Prep Batch ID: 1147435

Prep Batch Date/Time: 12/15/22 10:23:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Acenaphthene	SW8270C	1	10.7	144	ND		ug/Kg	12/22/22	6:48	MK	471614
2,4-Dinitrophenol	SW8270C	1	77.6	720	ND		ug/Kg	12/22/22	6:48	MK	471614
4-Nitrophenol	SW8270C	1	54.7	720	ND		ug/Kg	12/22/22	6:48	MK	471614
Dibenzofuran	SW8270C	1	11.2	144	ND		ug/Kg	12/22/22	6:48	MK	471614
2,4-Dinitrotoluene	SW8270C	1	12.1	144	ND		ug/Kg	12/22/22	6:48	MK	471614
2,3,5,6-Tetrachlorophenol	SW8270C	1	27.6	288	ND		ug/Kg	12/22/22	6:48	MK	471614
2,3,4,6-Tetrachlorophenol	SW8270C	1	31.5	288	ND		ug/Kg	12/22/22	6:48	MK	471614
Diethylphthalate	SW8270C	1	13.6	720	ND		ug/Kg	12/22/22	6:48	MK	471614
Fluorene	SW8270C	1	10.3	144	ND		ug/Kg	12/22/22	6:48	MK	471614
4-Chlorophenyl-phenylether	SW8270C	1	9.32	144	ND		ug/Kg	12/22/22	6:48	MK	471614
4,6-Dinitro-2-methylphenol	SW8270C	1	13.4	288	ND		ug/Kg	12/22/22	6:48	MK	471614
Diphenylamine	SW8270C	1	13.0	144	ND		ug/Kg	12/22/22	6:48	MK	471614
Azobenzene	SW8270C	1	114	144	ND		ug/Kg	12/22/22	6:48	MK	471614
4-Bromophenyl-phenylether	SW8270C	1	8.23	144	ND		ug/Kg	12/22/22	6:48	MK	471614
Hexachlorobenzene	SW8270C	1	8.66	144	ND		ug/Kg	12/22/22	6:48	MK	471614
Pentachlorophenol	SW8270C	1	25.0	288	ND		ug/Kg	12/22/22	6:48	MK	471614
Phenanthrene	SW8270C	1	9.32	144	ND		ug/Kg	12/22/22	6:48	MK	471614
Anthracene	SW8270C	1	8.91	144	ND		ug/Kg	12/22/22	6:48	MK	471614
Carbazole	SW8270C	1	10.7	144	ND		ug/Kg	12/22/22	6:48	MK	471614
Di-n-butylphthalate	SW8270C	1	13.5	144	ND		ug/Kg	12/22/22	6:48	MK	471614
Fluoranthene	SW8270C	1	10.0	144	ND		ug/Kg	12/22/22	6:48	MK	471614
Benzidine	SW8270C	1	147	144	ND		ug/Kg	12/22/22	6:48	MK	471614
Pyrene	SW8270C	1	12.0	144	ND		ug/Kg	12/22/22	6:48	MK	471614
Butylbenzylphthalate	SW8270C	1	21.0	720	ND		ug/Kg	12/22/22	6:48	MK	471614
Benzo(a)anthracene	SW8270C	1	9.80	144	ND		ug/Kg	12/22/22	6:48	MK	471614
3,3-Dichlorobenzidine	SW8270C	1	118	144	ND		ug/Kg	12/22/22	6:48	MK	471614
Chrysene	SW8270C	1	15.2	144	ND		ug/Kg	12/22/22	6:48	MK	471614
Bis(2-Ethylhexyl)phthalate	SW8270C	1	15.3	720	ND		ug/Kg	12/22/22	6:48	MK	471614
Di-n-Octylphthalate	SW8270C	1	12.3	144	ND		ug/Kg	12/22/22	6:48	MK	471614
Benzo(b)fluorathene	SW8270C	1	12.0	144	ND		ug/Kg	12/22/22	6:48	MK	471614
benzo(k)fluorathene	SW8270C	1	8.16	144	ND		ug/Kg	12/22/22	6:48	MK	471614
Benzo(a)pyrene	SW8270C	1	9.80	144	ND		ug/Kg	12/22/22	6:48	MK	471614
Indeno(1,2,3-c,d)pyrene	SW8270C	1	13.8	144	ND		ug/Kg	12/22/22	6:48	MK	471614
Dibenzo(a,h)anthracene	SW8270C	1	12.7	144	ND		ug/Kg	12/22/22	6:48	MK	471614
Benzo(g,h,i)perylene	SW8270C	1	16.7	144	ND		ug/Kg	12/22/22	6:48	MK	471614
Pyridine	SW8270C	1	43.8	720	ND		ug/Kg	12/22/22	6:48	MK	471614
Acceptance Limits											
2-Fluorophenol (S)	SW8270C		25 - 121		72.5		%	12/22/22	6:48	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-6-3.5	Lab Sample ID:	2212180-012A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:50		
SDG:			

Prep Method:	3546_BNA	Prep Batch Date/Time:	12/15/22 10:23:00AM
Prep Batch ID:	1147435	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Phenol-d6 (S)	SW8270C	24 - 113	72.8	%	12/22/22	6:48	MK	471614
2,4,6-Tribromophenol (S)	SW8270C	19 - 122	54.8	%	12/22/22	6:48	MK	471614
2-Fluorobiphenyl (S)	SW8270C	45 - 143	74.8	%	12/22/22	6:48	MK	471614
Nitrobenzene-d5 (S)	SW8270C	23 - 120	66.3	%	12/22/22	6:48	MK	471614
p-Terphenyl-d14 (S)	SW8270C	18 - 137	81.8	%	12/22/22	6:48	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-6-3.5	Lab Sample ID:	2212180-012A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:50		
SDG:			

Prep Method:	3546_TPH	Prep Batch Date/Time:	12/15/22 11:23:00AM
Prep Batch ID:	1147438	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
TPH as Diesel	SW8015B	1	0.66	2.0	ND		mg/Kg	12/16/22	19:25	SN	471562
TPH as Motor Oil	SW8015B	1	0.76	5.0	ND		mg/Kg	12/16/22	19:25	SN	471562
			Acceptance Limits								
Pentacosane (S)	SW8015B		45 - 130		118		%	12/16/22	19:25	SN	471562



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-6-3.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:50
SDG:

Lab Sample ID: 2212180-012A
Sample Matrix: Soil

Prep Method: 5035
Prep Batch ID: 1147485

Prep Batch Date/Time: 12/15/22 10:59:00AM
Prep Analyst: HYYAS

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Dichlorodifluoromethane	SW8260B	1	1.2	10	ND		ug/Kg	12/15/22	20:59	HV	471486
Chloromethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:59	HV	471486
Vinyl Chloride	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	20:59	HV	471486
Bromomethane	SW8260B	1	2.7	10	ND		ug/Kg	12/15/22	20:59	HV	471486
Chloroethane	SW8260B	1	3.0	10	ND		ug/Kg	12/15/22	20:59	HV	471486
Trichlorofluoromethane	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	20:59	HV	471486
1,1-Dichloroethene	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	20:59	HV	471486
Freon 113	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	20:59	HV	471486
Methylene Chloride	SW8260B	1	7.1	10	ND		ug/Kg	12/15/22	20:59	HV	471486
trans-1,2-Dichloroethene	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	20:59	HV	471486
MTBE	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	20:59	HV	471486
TBA	SW8260B	1	12	50	ND		ug/Kg	12/15/22	20:59	HV	471486
Diisopropyl ether	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	20:59	HV	471486
1,1-Dichloroethane	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	20:59	HV	471486
Ethyl tert-Butyl ether	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	20:59	HV	471486
cis-1,2-Dichloroethene	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	20:59	HV	471486
2,2-Dichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	20:59	HV	471486
Bromochloromethane	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	20:59	HV	471486
Chloroform	SW8260B	1	2.4	10	ND		ug/Kg	12/15/22	20:59	HV	471486
Carbon Tetrachloride	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	20:59	HV	471486
1,1,1-Trichloroethane	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	20:59	HV	471486
1,1-Dichloropropene	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	20:59	HV	471486
Benzene	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	20:59	HV	471486
TAME	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	20:59	HV	471486
1,2-Dichloroethane	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	20:59	HV	471486
Trichloroethene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:59	HV	471486
Dibromomethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:59	HV	471486
1,2-Dichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	20:59	HV	471486
Bromodichloromethane	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	20:59	HV	471486
cis-1,3-Dichloropropene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:59	HV	471486
Toluene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:59	HV	471486
Tetrachloroethene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:59	HV	471486
trans-1,3-Dichloropropene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:59	HV	471486
1,1,2-Trichloroethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:59	HV	471486
Dibromochloromethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	20:59	HV	471486
1,3-Dichloropropane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:59	HV	471486
1,2-Dibromoethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:59	HV	471486
Chlorobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:59	HV	471486



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-6-3.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:50
SDG:

Lab Sample ID: 2212180-012A
Sample Matrix: Soil

Prep Method: 5035
Prep Batch ID: 1147485

Prep Batch Date/Time: 12/15/22 10:59:00AM
Prep Analyst: HYYAS

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Ethylbenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:59	HV	471486
1,1,1,2-Tetrachloroethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	20:59	HV	471486
m,p-Xylene	SW8260B	1	3.2	10	ND		ug/Kg	12/15/22	20:59	HV	471486
o-Xylene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:59	HV	471486
Styrene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:59	HV	471486
Bromoform	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:59	HV	471486
Isopropyl Benzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:59	HV	471486
n-Propylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:59	HV	471486
Bromobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:59	HV	471486
1,1,2,2-Tetrachloroethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	20:59	HV	471486
2-Chlorotoluene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:59	HV	471486
1,3,5-Trimethylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:59	HV	471486
1,2,3-Trichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	20:59	HV	471486
4-Chlorotoluene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:59	HV	471486
tert-Butylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:59	HV	471486
1,2,4-Trimethylbenzene	SW8260B	1	1.4	10	ND		ug/Kg	12/15/22	20:59	HV	471486
sec-Butyl Benzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:59	HV	471486
p-Isopropyltoluene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	20:59	HV	471486
1,3-Dichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:59	HV	471486
1,4-Dichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:59	HV	471486
n-Butylbenzene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	20:59	HV	471486
1,2-Dichlorobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:59	HV	471486
1,2-Dibromo-3-Chloropropane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:59	HV	471486
Hexachlorobutadiene	SW8260B	1	1.4	10	ND		ug/Kg	12/15/22	20:59	HV	471486
1,2,4-Trichlorobenzene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	20:59	HV	471486
Naphthalene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:59	HV	471486
1,2,3-Trichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:59	HV	471486
2-Butanone	SW8260B	1	2.3	10.0	ND		ug/Kg	12/15/22	20:59	HV	471486
(S) Dibromofluoromethane	SW8260B		59.8 - 148		72.7		%	12/15/22	20:59	HV	471486
(S) Toluene-d8	SW8260B		55.2 - 133		72.8		%	12/15/22	20:59	HV	471486
(S) 4-Bromofluorobenzene	SW8260B		55.8 - 141		78.1		%	12/15/22	20:59	HV	471486



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-6-3.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:50
SDG:

Lab Sample ID: 2212180-012A
Sample Matrix: Soil

Prep Method: 5035GRO
Prep Batch ID: 1147488

Prep Batch Date/Time: 12/15/22 10:59:00AM
Prep Analyst: HVYAS

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
TPH as Gasoline	SW8260B(TPH)	1	43	100	ND		ug/Kg	12/15/22	20:59	HV	471486
(S) 4-Bromofluorobenzene	SW8260B(TPH)		43.9 - 127		98.4		%	12/15/22	20:59	HV	471486



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-6-5.0	Lab Sample ID:	2212180-013A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:55		
SDG:			

Prep Method:	9010P	Prep Batch Date/Time:	12/17/22	8:00:00AM
Prep Batch ID:	1147517	Prep Analyst:	PHUFANO	

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Cyanide, Total	SW9014	1	0.24	1.5	ND		mg/Kg	12/17/22	14:36	PH	471507



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-6-5.0	Lab Sample ID:	2212180-013A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:55		
SDG:			

Prep Method:	7471BP	Prep Batch Date/Time:	12/15/22	6:45:00PM
Prep Batch ID:	1147466	Prep Analyst:	TNGO	

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Mercury	SW7471B	1	0.083	0.50	ND		mg/Kg	12/16/22	11:23	BJAY	471519



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-6-5.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:55
SDG:

Lab Sample ID: 2212180-013A
Sample Matrix: Soil

Prep Method: 6020S-P
Prep Batch ID: 1147472

Prep Batch Date/Time: 12/16/22 10:45:00AM
Prep Analyst: ERAGUDO

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
<i>The results shown below are reported using their MDL.</i>											
Antimony	SW6020A	1	0.12	1.0	ND		mg/Kg	12/19/22	17:21	ERR	471558
Arsenic	SW6020A	1	0.21	1.0	3.61		mg/Kg	12/19/22	17:21	ERR	471558
Barium	SW6020A	1	0.84	1.0	35.4		mg/Kg	12/19/22	17:21	ERR	471558
Beryllium	SW6020A	1	0.16	1.0	0.235	J	mg/Kg	12/19/22	17:21	ERR	471558
Cadmium	SW6020A	1	0.084	1.0	ND		mg/Kg	12/19/22	17:21	ERR	471558
Chromium	SW6020A	1	0.097	1.0	96.2		mg/Kg	12/19/22	17:21	ERR	471558
Cobalt	SW6020A	1	0.21	1.0	6.61		mg/Kg	12/19/22	17:21	ERR	471558
Copper	SW6020A	1	0.17	2.5	7.22		mg/Kg	12/19/22	17:21	ERR	471558
Lead	SW6020A	1	0.054	1.0	3.11		mg/Kg	12/19/22	17:21	ERR	471558
Molybdenum	SW6020A	1	0.13	1.0	ND		mg/Kg	12/19/22	17:21	ERR	471558
Nickel	SW6020A	1	1.2	5.0	54.0		mg/Kg	12/19/22	17:21	ERR	471558
Selenium	SW6020A	1	0.035	1.0	1.73		mg/Kg	12/19/22	17:21	ERR	471558
Silver	SW6020A	1	0.098	0.50	ND		mg/Kg	12/19/22	17:21	ERR	471558
Thallium	SW6020A	1	0.34	5.0	ND		mg/Kg	12/19/22	17:21	ERR	471558
Vanadium	SW6020A	1	0.28	25	56.6		mg/Kg	12/19/22	17:21	ERR	471558
Zinc	SW6020A	1	0.70	2.5	24.0		mg/Kg	12/19/22	17:21	ERR	471558



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-6-5.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:55
SDG:

Lab Sample ID: 2212180-013A
Sample Matrix: Soil

Prep Method: WET/3010B
Prep Batch ID: 1147721

Prep Batch Date/Time: 12/30/22 12:50:00PM
Prep Analyst: ATRUONG

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
Chromium (STLC)	SW6010B-STLC	1	0.010	0.20	0.438		mg/L	01/03/23	12:58	AT	471719



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-6-5.0	Lab Sample ID:	2212180-013A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:55		
SDG:			

Prep Method:	3546_PCB	Prep Batch Date/Time:	12/15/22 11:46:00AM
Prep Batch ID:	1147440	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Aroclor1016	SW8082A	1	35.0	100	ND		ug/Kg	12/16/22	19:37	MK	471516
Aroclor1221	SW8082A	1	5.00	100	ND		ug/Kg	12/16/22	19:37	MK	471516
Aroclor1232	SW8082A	1	17.0	100	ND		ug/Kg	12/16/22	19:37	MK	471516
Aroclor1242	SW8082A	1	3.00	100	ND		ug/Kg	12/16/22	19:37	MK	471516
Aroclor1248	SW8082A	1	2.00	100	ND		ug/Kg	12/16/22	19:37	MK	471516
Aroclor1254	SW8082A	1	14.0	100	ND		ug/Kg	12/16/22	19:37	MK	471516
Aroclor1260	SW8082A	1	24.0	100	ND		ug/Kg	12/16/22	19:37	MK	471516
Acceptance Limits											
TCMX (S)	SW8082A		48 - 125		97.0		%	12/16/22	19:37	MK	471516
DCBP (S)	SW8082A		48 - 135		96.0		%	12/16/22	19:37	MK	471516



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-6-5.0	Lab Sample ID:	2212180-013A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:55		
SDG:			

Prep Method:	3546_OCP	Prep Batch Date/Time:	12/16/22 11:32:00AM
Prep Batch ID:	1147477	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

alpha-BHC	SW8081B	1	0.25	2.0	ND		ug/Kg	12/17/22	19:19	LA	471572
gamma-BHC (Lindane)	SW8081B	1	0.71	2.0	ND		ug/Kg	12/17/22	19:19	LA	471572
beta-BHC	SW8081B	1	0.44	2.0	ND		ug/Kg	12/17/22	19:19	LA	471572
delta-BHC	SW8081B	1	0.65	2.0	ND		ug/Kg	12/17/22	19:19	LA	471572
Heptachlor	SW8081B	1	0.27	2.0	ND		ug/Kg	12/17/22	19:19	LA	471572
Aldrin	SW8081B	1	0.29	2.0	ND		ug/Kg	12/17/22	19:19	LA	471572
Heptachlor Epoxide	SW8081B	1	0.31	2.0	ND		ug/Kg	12/17/22	19:19	LA	471572
gamma-Chlordane	SW8081B	1	1.5	3.0	ND		ug/Kg	12/17/22	19:19	LA	471572
alpha-Chlordane	SW8081B	1	0.36	2.0	ND		ug/Kg	12/17/22	19:19	LA	471572
4,4'-DDE	SW8081B	1	0.61	2.0	ND		ug/Kg	12/17/22	19:19	LA	471572
Endosulfan I	SW8081B	1	0.29	2.0	ND		ug/Kg	12/17/22	19:19	LA	471572
Dieldrin	SW8081B	1	0.25	2.0	ND		ug/Kg	12/17/22	19:19	LA	471572
Endrin	SW8081B	1	0.79	2.0	ND		ug/Kg	12/17/22	19:19	LA	471572
4,4'-DDD	SW8081B	1	0.64	2.0	ND		ug/Kg	12/17/22	19:19	LA	471572
Endosulfan II	SW8081B	1	0.34	2.0	ND		ug/Kg	12/17/22	19:19	LA	471572
4,4'-DDT	SW8081B	1	0.74	2.0	ND		ug/Kg	12/17/22	19:19	LA	471572
Endrin Aldehyde	SW8081B	1	0.51	2.0	ND		ug/Kg	12/17/22	19:19	LA	471572
Methoxychlor	SW8081B	1	2.6	6.0	ND		ug/Kg	12/17/22	19:19	LA	471572
Endosulfan Sulfate	SW8081B	1	0.51	2.0	ND		ug/Kg	12/17/22	19:19	LA	471572
Endrin Ketone	SW8081B	1	0.43	2.0	ND		ug/Kg	12/17/22	19:19	LA	471572
Chlordane, Technical	SW8081B	1	2.7	20	ND		ug/Kg	12/17/22	19:19	LA	471572
Toxaphene	SW8081B	1	22	50	ND		ug/Kg	12/17/22	19:19	LA	471572
Acceptance Limits											
Tetrachloro-M-Xylene (S)	SW8081B		48 - 125		70.9		%	12/17/22	19:19	LA	471572
Decachlorobiphenyl (S)	SW8081B		38 - 135		76.5		%	12/17/22	19:19	LA	471572



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-6-5.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:55
SDG:

Lab Sample ID: 2212180-013A
Sample Matrix: Soil

Prep Method: 9045C
Prep Batch ID: 1147568

Prep Batch Date/Time: 12/19/22 12:20:00PM
Prep Analyst: ROME

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
pH in Soil	SW9045D	1	0.10	2.00	7.25		SU	12/19/22	12:20	RE	471547



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-6-5.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:55
SDG:

Lab Sample ID: 2212180-013A
Sample Matrix: Soil

Prep Method: 3546_BNA
Prep Batch ID: 1147435

Prep Batch Date/Time: 12/15/22 10:23:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

N-Nitrosodimethylamine	SW8270C	1	46.9	720	ND		ug/Kg	12/22/22	7:16	MK	471614
Phenol	SW8270C	1	43.8	288	ND		ug/Kg	12/22/22	7:16	MK	471614
Bis(2-chloroethyl)ether	SW8270C	1	13.3	144	ND		ug/Kg	12/22/22	7:16	MK	471614
2-Chlorophenol	SW8270C	1	47.7	288	ND		ug/Kg	12/22/22	7:16	MK	471614
1,3-Dichlorobenzene	SW8270C	1	13.1	144	ND		ug/Kg	12/22/22	7:16	MK	471614
1,4-Dichlorobenzene	SW8270C	1	14.6	144	ND		ug/Kg	12/22/22	7:16	MK	471614
Benzyl Alcohol	SW8270C	1	20.5	288	ND		ug/Kg	12/22/22	7:16	MK	471614
1,2-Dichlorobenzene	SW8270C	1	13.5	144	ND		ug/Kg	12/22/22	7:16	MK	471614
2-Methylphenol (o-Cresol)	SW8270C	1	29.3	288	ND		ug/Kg	12/22/22	7:16	MK	471614
N-Methyl-2-Pyrrolidone (NMP)	SW8270C	1	68.0	720	ND		ug/Kg	12/22/22	7:16	MK	471614
3-/4-Methylphenol (p-/m-Cresol)	SW8270C	1	31.3	288	ND		ug/Kg	12/22/22	7:16	MK	471614
N-nitroso-di-n-propylamine	SW8270C	1	13.2	144	ND		ug/Kg	12/22/22	7:16	MK	471614
Hexachloroethane	SW8270C	1	17.1	144	ND		ug/Kg	12/22/22	7:16	MK	471614
Nitrobenzene	SW8270C	1	12.8	144	ND		ug/Kg	12/22/22	7:16	MK	471614
Isophorone	SW8270C	1	12.2	144	ND		ug/Kg	12/22/22	7:16	MK	471614
2-Nitrophenol	SW8270C	1	25.4	288	ND		ug/Kg	12/22/22	7:16	MK	471614
2,4-Dimethylphenol	SW8270C	1	22.8	288	ND		ug/Kg	12/22/22	7:16	MK	471614
Benzoic Acid	SW8270C	1	41.7	288	ND		ug/Kg	12/22/22	7:16	MK	471614
Bis(2-Chloroethoxy)methane	SW8270C	1	9.79	144	ND		ug/Kg	12/22/22	7:16	MK	471614
Bis(2-chloroisopropyl)ether	SW8270C	1	12.6	144	ND		ug/Kg	12/22/22	7:16	MK	471614
2,4-Dichlorophenol	SW8270C	1	39.3	288	ND		ug/Kg	12/22/22	7:16	MK	471614
1,2,4-Trichlorobenzene	SW8270C	1	11.8	144	ND		ug/Kg	12/22/22	7:16	MK	471614
Naphthalene	SW8270C	1	10.6	144	ND		ug/Kg	12/22/22	7:16	MK	471614
2,6-Dichlorophenol	SW8270C	1	35.8	288	ND		ug/Kg	12/22/22	7:16	MK	471614
Hexachloro-1,3-butadiene	SW8270C	1	8.34	144	ND		ug/Kg	12/22/22	7:16	MK	471614
4-Chloro-3-methylphenol	SW8270C	1	33.8	288	ND		ug/Kg	12/22/22	7:16	MK	471614
2-Methylnaphthalene	SW8270C	1	10.4	144	ND		ug/Kg	12/22/22	7:16	MK	471614
1-Methylnaphthalene	SW8270C	1	12.2	144	ND		ug/Kg	12/22/22	7:16	MK	471614
Hexachlorocyclopentadiene	SW8270C	1	12.9	144	ND		ug/Kg	12/22/22	7:16	MK	471614
2,4,6-Trichlorophenol	SW8270C	1	35.9	288	ND		ug/Kg	12/22/22	7:16	MK	471614
2,4,5-Trichlorophenol	SW8270C	1	33.4	288	ND		ug/Kg	12/22/22	7:16	MK	471614
2-Chloronaphthalene	SW8270C	1	10.6	144	ND		ug/Kg	12/22/22	7:16	MK	471614
1,4-Dinitrobenzene	SW8270C	1	10.3	144	ND		ug/Kg	12/22/22	7:16	MK	471614
Dimethyl phthalate	SW8270C	1	14.2	720	ND		ug/Kg	12/22/22	7:16	MK	471614
1,3-Dinitrobenzene	SW8270C	1	10.4	144	ND		ug/Kg	12/22/22	7:16	MK	471614
Acenaphthylene	SW8270C	1	8.28	144	ND		ug/Kg	12/22/22	7:16	MK	471614
2,6-Dinitrotoluene	SW8270C	1	11.3	144	ND		ug/Kg	12/22/22	7:16	MK	471614
1,2-Dinitrobenzene	SW8270C	1	15.8	144	ND		ug/Kg	12/22/22	7:16	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-6-5.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:55
SDG:

Lab Sample ID: 2212180-013A
Sample Matrix: Soil

Prep Method: 3546_BNA
Prep Batch ID: 1147435

Prep Batch Date/Time: 12/15/22 10:23:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Acenaphthene	SW8270C	1	10.7	144	ND		ug/Kg	12/22/22	7:16	MK	471614
2,4-Dinitrophenol	SW8270C	1	77.6	720	ND		ug/Kg	12/22/22	7:16	MK	471614
4-Nitrophenol	SW8270C	1	54.7	720	ND		ug/Kg	12/22/22	7:16	MK	471614
Dibenzofuran	SW8270C	1	11.2	144	ND		ug/Kg	12/22/22	7:16	MK	471614
2,4-Dinitrotoluene	SW8270C	1	12.1	144	ND		ug/Kg	12/22/22	7:16	MK	471614
2,3,5,6-Tetrachlorophenol	SW8270C	1	27.6	288	ND		ug/Kg	12/22/22	7:16	MK	471614
2,3,4,6-Tetrachlorophenol	SW8270C	1	31.5	288	ND		ug/Kg	12/22/22	7:16	MK	471614
Diethylphthalate	SW8270C	1	13.6	720	ND		ug/Kg	12/22/22	7:16	MK	471614
Fluorene	SW8270C	1	10.3	144	ND		ug/Kg	12/22/22	7:16	MK	471614
4-Chlorophenyl-phenylether	SW8270C	1	9.32	144	ND		ug/Kg	12/22/22	7:16	MK	471614
4,6-Dinitro-2-methylphenol	SW8270C	1	13.4	288	ND		ug/Kg	12/22/22	7:16	MK	471614
Diphenylamine	SW8270C	1	13.0	144	ND		ug/Kg	12/22/22	7:16	MK	471614
Azobenzene	SW8270C	1	114	144	ND		ug/Kg	12/22/22	7:16	MK	471614
4-Bromophenyl-phenylether	SW8270C	1	8.23	144	ND		ug/Kg	12/22/22	7:16	MK	471614
Hexachlorobenzene	SW8270C	1	8.66	144	ND		ug/Kg	12/22/22	7:16	MK	471614
Pentachlorophenol	SW8270C	1	25.0	288	ND		ug/Kg	12/22/22	7:16	MK	471614
Phenanthrene	SW8270C	1	9.32	144	ND		ug/Kg	12/22/22	7:16	MK	471614
Anthracene	SW8270C	1	8.91	144	ND		ug/Kg	12/22/22	7:16	MK	471614
Carbazole	SW8270C	1	10.7	144	ND		ug/Kg	12/22/22	7:16	MK	471614
Di-n-butylphthalate	SW8270C	1	13.5	144	ND		ug/Kg	12/22/22	7:16	MK	471614
Fluoranthene	SW8270C	1	10.0	144	ND		ug/Kg	12/22/22	7:16	MK	471614
Benzidine	SW8270C	1	147	144	ND		ug/Kg	12/22/22	7:16	MK	471614
Pyrene	SW8270C	1	12.0	144	ND		ug/Kg	12/22/22	7:16	MK	471614
Butylbenzylphthalate	SW8270C	1	21.0	720	ND		ug/Kg	12/22/22	7:16	MK	471614
Benzo(a)anthracene	SW8270C	1	9.80	144	ND		ug/Kg	12/22/22	7:16	MK	471614
3,3-Dichlorobenzidine	SW8270C	1	118	144	ND		ug/Kg	12/22/22	7:16	MK	471614
Chrysene	SW8270C	1	15.2	144	ND		ug/Kg	12/22/22	7:16	MK	471614
Bis(2-Ethylhexyl)phthalate	SW8270C	1	15.3	720	ND		ug/Kg	12/22/22	7:16	MK	471614
Di-n-Octylphthalate	SW8270C	1	12.3	144	ND		ug/Kg	12/22/22	7:16	MK	471614
Benzo(b)fluorathene	SW8270C	1	12.0	144	ND		ug/Kg	12/22/22	7:16	MK	471614
benzo(k)fluorathene	SW8270C	1	8.16	144	ND		ug/Kg	12/22/22	7:16	MK	471614
Benzo(a)pyrene	SW8270C	1	9.80	144	ND		ug/Kg	12/22/22	7:16	MK	471614
Indeno(1,2,3-c,d)pyrene	SW8270C	1	13.8	144	ND		ug/Kg	12/22/22	7:16	MK	471614
Dibenzo(a,h)anthracene	SW8270C	1	12.7	144	ND		ug/Kg	12/22/22	7:16	MK	471614
Benzo(g,h,i)perylene	SW8270C	1	16.7	144	ND		ug/Kg	12/22/22	7:16	MK	471614
Pyridine	SW8270C	1	43.8	720	ND		ug/Kg	12/22/22	7:16	MK	471614
Acceptance Limits											
2-Fluorophenol (S)	SW8270C		25 - 121		58.7		%	12/22/22	7:16	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-6-5.0	Lab Sample ID:	2212180-013A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:55		
SDG:			

Prep Method:	3546_BNA	Prep Batch Date/Time:	12/15/22 10:23:00AM
Prep Batch ID:	1147435	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Phenol-d6 (S)	SW8270C	24 - 113	58.4	%	12/22/22	7:16	MK	471614
2,4,6-Tribromophenol (S)	SW8270C	19 - 122	47.8	%	12/22/22	7:16	MK	471614
2-Fluorobiphenyl (S)	SW8270C	45 - 143	56.7	%	12/22/22	7:16	MK	471614
Nitrobenzene-d5 (S)	SW8270C	23 - 120	54.8	%	12/22/22	7:16	MK	471614
p-Terphenyl-d14 (S)	SW8270C	18 - 137	69.1	%	12/22/22	7:16	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-6-5.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:55
SDG:

Lab Sample ID: 2212180-013A
Sample Matrix: Soil

Prep Method: 3546_TPH
Prep Batch ID: 1147438

Prep Batch Date/Time: 12/15/22 11:23:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
TPH as Diesel	SW8015B	1	0.66	2.0	ND		mg/Kg	12/16/22	19:49	SN	471562
TPH as Motor Oil	SW8015B	1	0.76	5.0	6.38		mg/Kg	12/16/22	19:49	SN	471562
Acceptance Limits					111		%	12/16/22	19:49	SN	471562
Pentacosane (S)	SW8015B		45 - 130								



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-6-5.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:55
SDG:

Lab Sample ID: 2212180-013A
Sample Matrix: Soil

Prep Method: 5035
Prep Batch ID: 1147461

Prep Batch Date/Time: 12/15/22 11:09:00AM
Prep Analyst: JZHAO

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Dichlorodifluoromethane	SW8260B	1	1.2	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
Chloromethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
Vinyl Chloride	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
Bromomethane	SW8260B	1	2.7	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
Chloroethane	SW8260B	1	3.0	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
Trichlorofluoromethane	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
1,1-Dichloroethene	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
Freon 113	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
Methylene Chloride	SW8260B	1	7.1	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
trans-1,2-Dichloroethene	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
MTBE	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
TBA	SW8260B	1	12	50	ND		ug/Kg	12/15/22	20:04	JZ	471460
Diisopropyl ether	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
1,1-Dichloroethane	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
Ethyl tert-Butyl ether	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
cis-1,2-Dichloroethene	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
2,2-Dichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
Bromochloromethane	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
Chloroform	SW8260B	1	2.4	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
Carbon Tetrachloride	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
1,1,1-Trichloroethane	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
1,1-Dichloropropene	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
Benzene	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
TAME	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
1,2-Dichloroethane	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
Trichloroethene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
Dibromomethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
1,2-Dichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
Bromodichloromethane	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
cis-1,3-Dichloropropene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
Toluene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
Tetrachloroethene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
trans-1,3-Dichloropropene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
1,1,2-Trichloroethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
Dibromochloromethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
1,3-Dichloropropane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
1,2-Dibromoethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
Chlorobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:04	JZ	471460



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-6-5.0	Lab Sample ID:	2212180-013A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:55		
SDG:			

Prep Method: 5035	Prep Batch Date/Time: 12/15/22 11:09:00AM
Prep Batch ID: 1147461	Prep Analyst: JZHAO

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Ethylbenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
1,1,1,2-Tetrachloroethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
m,p-Xylene	SW8260B	1	3.2	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
o-Xylene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
Styrene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
Bromoform	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
Isopropyl Benzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
n-Propylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
Bromobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
1,1,2,2-Tetrachloroethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
2-Chlorotoluene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
1,3,5-Trimethylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
1,2,3-Trichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
4-Chlorotoluene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
tert-Butylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
1,2,4-Trimethylbenzene	SW8260B	1	1.4	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
sec-Butyl Benzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
p-Isopropyltoluene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
1,3-Dichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
1,4-Dichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
n-Butylbenzene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
1,2-Dichlorobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
1,2-Dibromo-3-Chloropropane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
Hexachlorobutadiene	SW8260B	1	1.4	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
1,2,4-Trichlorobenzene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
Naphthalene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
1,2,3-Trichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:04	JZ	471460
2-Butanone	SW8260B	1	2.3	10.0	ND		ug/Kg	12/15/22	20:04	JZ	471460
(S) Dibromofluoromethane	SW8260B		59.8 - 148		104		%	12/15/22	20:04	JZ	471460
(S) Toluene-d8	SW8260B		55.2 - 133		98.1		%	12/15/22	20:04	JZ	471460
(S) 4-Bromofluorobenzene	SW8260B		55.8 - 141		107		%	12/15/22	20:04	JZ	471460



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-6-5.0	Lab Sample ID:	2212180-013A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:55		
SDG:			

Prep Method:	5035GRO	Prep Batch Date/Time:	12/15/22	11:09:00AM
Prep Batch ID:	1147462	Prep Analyst:	JZHAO	

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
TPH as Gasoline	SW8260B(TPH)	1	43	100	ND		ug/Kg	12/15/22	20:04	JZ	471460
(S) 4-Bromofluorobenzene	SW8260B(TPH)		43.9 - 127		103		%	12/15/22	20:04	JZ	471460



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-7-1.5	Lab Sample ID:	2212180-014A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:50		
SDG:			

Prep Method:	9010P	Prep Batch Date/Time:	12/17/22	8:00:00AM
Prep Batch ID:	1147517	Prep Analyst:	PHUFANO	

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Cyanide, Total	SW9014	1	0.24	1.5	ND		mg/Kg	12/17/22	14:36	PH	471507



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-7-1.5	Lab Sample ID:	2212180-014A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:50		
SDG:			

Prep Method:	7471BP	Prep Batch Date/Time:	12/15/22	6:45:00PM
Prep Batch ID:	1147466	Prep Analyst:	TNGO	

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Mercury	SW7471B	1	0.083	0.50	0.99		mg/Kg	12/16/22	11:30	BJAY	471519



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-7-1.5	Lab Sample ID:	2212180-014A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:50		
SDG:			

Prep Method:	6020S-P	Prep Batch Date/Time:	12/16/22 10:45:00AM
Prep Batch ID:	1147472	Prep Analyst:	ERAGUDO

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Antimony	SW6020A	1	0.12	1.0	0.534	J	mg/Kg	12/19/22	17:26	ERR	471558
Arsenic	SW6020A	1	0.21	1.0	3.64		mg/Kg	12/19/22	17:26	ERR	471558
Beryllium	SW6020A	1	0.16	1.0	0.294	J	mg/Kg	12/19/22	17:26	ERR	471558
Cadmium	SW6020A	1	0.084	1.0	0.0960	J	mg/Kg	12/19/22	17:26	ERR	471558
Chromium	SW6020A	1	0.097	1.0	49.2		mg/Kg	12/19/22	17:26	ERR	471558
Cobalt	SW6020A	1	0.21	1.0	8.85		mg/Kg	12/19/22	17:26	ERR	471558
Copper	SW6020A	1	0.17	2.5	141		mg/Kg	12/19/22	17:26	ERR	471558
Molybdenum	SW6020A	1	0.13	1.0	0.320	J	mg/Kg	12/19/22	17:26	ERR	471558
Nickel	SW6020A	1	1.2	5.0	20.9		mg/Kg	12/19/22	17:26	ERR	471558
Selenium	SW6020A	1	0.035	1.0	1.72		mg/Kg	12/19/22	17:26	ERR	471558
Silver	SW6020A	1	0.098	0.50	1.70		mg/Kg	12/19/22	17:26	ERR	471558
Thallium	SW6020A	1	0.34	5.0	ND		mg/Kg	12/19/22	17:26	ERR	471558
Vanadium	SW6020A	1	0.28	25	32.9		mg/Kg	12/19/22	17:26	ERR	471558
Zinc	SW6020A	1	0.70	2.5	204		mg/Kg	12/19/22	17:26	ERR	471558



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-7-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:50
SDG:

Lab Sample ID: 2212180-014A
Sample Matrix: Soil

Prep Method: 6020S-P
Prep Batch ID: 1147472

Prep Batch Date/Time: 12/16/22 10:45:00AM
Prep Analyst: ERAGUDO

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Barium	SW6020A	2	1.7	2.0	576		mg/Kg	12/20/22	16:04	ERR	471601
Lead	SW6020A	2	0.11	2.0	846		mg/Kg	12/20/22	16:04	ERR	471601



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-7-1.5	Lab Sample ID:	2212180-014A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:50		
SDG:			

Prep Method:	WET/3010B	Prep Batch Date/Time:	12/30/22 12:50:00PM
Prep Batch ID:	1147721	Prep Analyst:	ATRUONG

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
Copper (STLC)	SW6010B-STL C	1	0.020	0.20	13.1		mg/L	01/03/23	13:03	AT	471719
Lead (STLC)	SW6010B-STL C	1	0.050	0.20	72.7		mg/L	01/03/23	13:03	AT	471719



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-7-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:50
SDG:

Lab Sample ID: 2212180-014A
Sample Matrix: Soil

Prep Method: 1311/3010A
Prep Batch ID: 1147709

Prep Batch Date/Time: 12/29/22 4:30:00PM
Prep Analyst: ATRUONG

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
Lead (TCLP)	SW6010B-TCL P	1	0.050	0.20	0.873		mg/L	12/30/22	12:40	AT	471711



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-7-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:50
SDG:

Lab Sample ID: 2212180-014A
Sample Matrix: Soil

Prep Method: 3546_PCB
Prep Batch ID: 1147440

Prep Batch Date/Time: 12/15/22 11:46:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
<i>The results shown below are reported using their MDL.</i>											
Aroclor1016	SW8082A	1	35.0	100	ND		ug/Kg	12/16/22	19:53	MK	471516
Aroclor1221	SW8082A	1	5.00	100	ND		ug/Kg	12/16/22	19:53	MK	471516
Aroclor1232	SW8082A	1	17.0	100	ND		ug/Kg	12/16/22	19:53	MK	471516
Aroclor1242	SW8082A	1	3.00	100	ND		ug/Kg	12/16/22	19:53	MK	471516
Aroclor1248	SW8082A	1	2.00	100	ND		ug/Kg	12/16/22	19:53	MK	471516
Aroclor1254	SW8082A	1	14.0	100	ND		ug/Kg	12/16/22	19:53	MK	471516
Aroclor1260	SW8082A	1	24.0	100	ND		ug/Kg	12/16/22	19:53	MK	471516
Acceptance Limits											
TCMX (S)	SW8082A		48 - 125		95.0		%	12/16/22	19:53	MK	471516
DCBP (S)	SW8082A		48 - 135		95.0		%	12/16/22	19:53	MK	471516



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-7-1.5	Lab Sample ID:	2212180-014A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:50		
SDG:			

Prep Method:	3546_OCP	Prep Batch Date/Time:	12/16/22 11:32:00AM
Prep Batch ID:	1147477	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

alpha-BHC	SW8081B	1	0.25	2.0	ND		ug/Kg	12/17/22	19:33	LA	471572
gamma-BHC (Lindane)	SW8081B	1	0.71	2.0	ND		ug/Kg	12/17/22	19:33	LA	471572
beta-BHC	SW8081B	1	0.44	2.0	ND		ug/Kg	12/17/22	19:33	LA	471572
delta-BHC	SW8081B	1	0.65	2.0	ND		ug/Kg	12/17/22	19:33	LA	471572
Heptachlor	SW8081B	1	0.27	2.0	ND		ug/Kg	12/17/22	19:33	LA	471572
Aldrin	SW8081B	1	0.29	2.0	ND		ug/Kg	12/17/22	19:33	LA	471572
Heptachlor Epoxide	SW8081B	1	0.31	2.0	ND		ug/Kg	12/17/22	19:33	LA	471572
gamma-Chlordane	SW8081B	1	1.5	3.0	ND		ug/Kg	12/17/22	19:33	LA	471572
alpha-Chlordane	SW8081B	1	0.36	2.0	ND		ug/Kg	12/17/22	19:33	LA	471572
4,4'-DDE	SW8081B	1	0.61	2.0	ND		ug/Kg	12/17/22	19:33	LA	471572
Endosulfan I	SW8081B	1	0.29	2.0	ND		ug/Kg	12/17/22	19:33	LA	471572
Dieldrin	SW8081B	1	0.25	2.0	ND		ug/Kg	12/17/22	19:33	LA	471572
Endrin	SW8081B	1	0.79	2.0	ND		ug/Kg	12/17/22	19:33	LA	471572
4,4'-DDD	SW8081B	1	0.64	2.0	ND		ug/Kg	12/17/22	19:33	LA	471572
Endosulfan II	SW8081B	1	0.34	2.0	ND		ug/Kg	12/17/22	19:33	LA	471572
4,4'-DDT	SW8081B	1	0.74	2.0	ND		ug/Kg	12/17/22	19:33	LA	471572
Endrin Aldehyde	SW8081B	1	0.51	2.0	ND		ug/Kg	12/17/22	19:33	LA	471572
Methoxychlor	SW8081B	1	2.6	6.0	ND		ug/Kg	12/17/22	19:33	LA	471572
Endosulfan Sulfate	SW8081B	1	0.51	2.0	ND		ug/Kg	12/17/22	19:33	LA	471572
Endrin Ketone	SW8081B	1	0.43	2.0	ND		ug/Kg	12/17/22	19:33	LA	471572
Chlordane, Technical	SW8081B	1	2.7	20	ND		ug/Kg	12/17/22	19:33	LA	471572
Toxaphene	SW8081B	1	22	50	ND		ug/Kg	12/17/22	19:33	LA	471572
Acceptance Limits											
Tetrachloro-M-Xylene (S)	SW8081B		48 - 125		69.2		%	12/17/22	19:33	LA	471572
Decachlorobiphenyl (S)	SW8081B		38 - 135		74.8		%	12/17/22	19:33	LA	471572



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-7-1.5	Lab Sample ID:	2212180-014A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:50		
SDG:			

Prep Method:	9045C	Prep Batch Date/Time:	12/19/22	12:20:00PM
Prep Batch ID:	1147568	Prep Analyst:	ROME	

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
pH in Soil	SW9045D	1	0.10	2.00	8.19		SU	12/19/22	12:20	RE	471547



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-7-1.5	Lab Sample ID:	2212180-014A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:50		
SDG:			

Prep Method:	3546_BNA	Prep Batch Date/Time:	12/15/22 10:23:00AM
Prep Batch ID:	1147435	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

N-Nitrosodimethylamine	SW8270C	1	46.9	720	ND		ug/Kg	12/22/22	7:44	MK	471614
Phenol	SW8270C	1	43.8	288	ND		ug/Kg	12/22/22	7:44	MK	471614
Bis(2-chloroethyl)ether	SW8270C	1	13.3	144	ND		ug/Kg	12/22/22	7:44	MK	471614
2-Chlorophenol	SW8270C	1	47.7	288	ND		ug/Kg	12/22/22	7:44	MK	471614
1,3-Dichlorobenzene	SW8270C	1	13.1	144	ND		ug/Kg	12/22/22	7:44	MK	471614
1,4-Dichlorobenzene	SW8270C	1	14.6	144	ND		ug/Kg	12/22/22	7:44	MK	471614
Benzyl Alcohol	SW8270C	1	20.5	288	ND		ug/Kg	12/22/22	7:44	MK	471614
1,2-Dichlorobenzene	SW8270C	1	13.5	144	ND		ug/Kg	12/22/22	7:44	MK	471614
2-Methylphenol (o-Cresol)	SW8270C	1	29.3	288	ND		ug/Kg	12/22/22	7:44	MK	471614
N-Methyl-2-Pyrrolidone (NMP)	SW8270C	1	68.0	720	ND		ug/Kg	12/22/22	7:44	MK	471614
3-/4-Methylphenol (p-/m-Cresol)	SW8270C	1	31.3	288	ND		ug/Kg	12/22/22	7:44	MK	471614
N-nitroso-di-n-propylamine	SW8270C	1	13.2	144	ND		ug/Kg	12/22/22	7:44	MK	471614
Hexachloroethane	SW8270C	1	17.1	144	ND		ug/Kg	12/22/22	7:44	MK	471614
Nitrobenzene	SW8270C	1	12.8	144	ND		ug/Kg	12/22/22	7:44	MK	471614
Isophorone	SW8270C	1	12.2	144	ND		ug/Kg	12/22/22	7:44	MK	471614
2-Nitrophenol	SW8270C	1	25.4	288	ND		ug/Kg	12/22/22	7:44	MK	471614
2,4-Dimethylphenol	SW8270C	1	22.8	288	ND		ug/Kg	12/22/22	7:44	MK	471614
Benzoic Acid	SW8270C	1	41.7	288	ND		ug/Kg	12/22/22	7:44	MK	471614
Bis(2-Chloroethoxy)methane	SW8270C	1	9.79	144	ND		ug/Kg	12/22/22	7:44	MK	471614
Bis(2-chloroisopropyl)ether	SW8270C	1	12.6	144	ND		ug/Kg	12/22/22	7:44	MK	471614
2,4-Dichlorophenol	SW8270C	1	39.3	288	ND		ug/Kg	12/22/22	7:44	MK	471614
1,2,4-Trichlorobenzene	SW8270C	1	11.8	144	ND		ug/Kg	12/22/22	7:44	MK	471614
Naphthalene	SW8270C	1	10.6	144	ND		ug/Kg	12/22/22	7:44	MK	471614
2,6-Dichlorophenol	SW8270C	1	35.8	288	ND		ug/Kg	12/22/22	7:44	MK	471614
Hexachloro-1,3-butadiene	SW8270C	1	8.34	144	ND		ug/Kg	12/22/22	7:44	MK	471614
4-Chloro-3-methylphenol	SW8270C	1	33.8	288	ND		ug/Kg	12/22/22	7:44	MK	471614
2-Methylnaphthalene	SW8270C	1	10.4	144	ND		ug/Kg	12/22/22	7:44	MK	471614
1-Methylnaphthalene	SW8270C	1	12.2	144	ND		ug/Kg	12/22/22	7:44	MK	471614
Hexachlorocyclopentadiene	SW8270C	1	12.9	144	ND		ug/Kg	12/22/22	7:44	MK	471614
2,4,6-Trichlorophenol	SW8270C	1	35.9	288	ND		ug/Kg	12/22/22	7:44	MK	471614
2,4,5-Trichlorophenol	SW8270C	1	33.4	288	ND		ug/Kg	12/22/22	7:44	MK	471614
2-Chloronaphthalene	SW8270C	1	10.6	144	ND		ug/Kg	12/22/22	7:44	MK	471614
1,4-Dinitrobenzene	SW8270C	1	10.3	144	ND		ug/Kg	12/22/22	7:44	MK	471614
Dimethyl phthalate	SW8270C	1	14.2	720	ND		ug/Kg	12/22/22	7:44	MK	471614
1,3-Dinitrobenzene	SW8270C	1	10.4	144	ND		ug/Kg	12/22/22	7:44	MK	471614
Acenaphthylene	SW8270C	1	8.28	144	ND		ug/Kg	12/22/22	7:44	MK	471614
2,6-Dinitrotoluene	SW8270C	1	11.3	144	ND		ug/Kg	12/22/22	7:44	MK	471614
1,2-Dinitrobenzene	SW8270C	1	15.8	144	ND		ug/Kg	12/22/22	7:44	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-7-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:50
SDG:

Lab Sample ID: 2212180-014A
Sample Matrix: Soil

Prep Method: 3546_BNA
Prep Batch ID: 1147435

Prep Batch Date/Time: 12/15/22 10:23:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Acenaphthene	SW8270C	1	10.7	144	ND		ug/Kg	12/22/22	7:44	MK	471614
2,4-Dinitrophenol	SW8270C	1	77.6	720	ND		ug/Kg	12/22/22	7:44	MK	471614
4-Nitrophenol	SW8270C	1	54.7	720	ND		ug/Kg	12/22/22	7:44	MK	471614
Dibenzofuran	SW8270C	1	11.2	144	ND		ug/Kg	12/22/22	7:44	MK	471614
2,4-Dinitrotoluene	SW8270C	1	12.1	144	ND		ug/Kg	12/22/22	7:44	MK	471614
2,3,5,6-Tetrachlorophenol	SW8270C	1	27.6	288	ND		ug/Kg	12/22/22	7:44	MK	471614
2,3,4,6-Tetrachlorophenol	SW8270C	1	31.5	288	ND		ug/Kg	12/22/22	7:44	MK	471614
Diethylphthalate	SW8270C	1	13.6	720	ND		ug/Kg	12/22/22	7:44	MK	471614
Fluorene	SW8270C	1	10.3	144	ND		ug/Kg	12/22/22	7:44	MK	471614
4-Chlorophenyl-phenylether	SW8270C	1	9.32	144	ND		ug/Kg	12/22/22	7:44	MK	471614
4,6-Dinitro-2-methylphenol	SW8270C	1	13.4	288	ND		ug/Kg	12/22/22	7:44	MK	471614
Diphenylamine	SW8270C	1	13.0	144	ND		ug/Kg	12/22/22	7:44	MK	471614
Azobenzene	SW8270C	1	114	144	ND		ug/Kg	12/22/22	7:44	MK	471614
4-Bromophenyl-phenylether	SW8270C	1	8.23	144	ND		ug/Kg	12/22/22	7:44	MK	471614
Hexachlorobenzene	SW8270C	1	8.66	144	ND		ug/Kg	12/22/22	7:44	MK	471614
Pentachlorophenol	SW8270C	1	25.0	288	ND		ug/Kg	12/22/22	7:44	MK	471614
Phenanthrene	SW8270C	1	9.32	144	ND		ug/Kg	12/22/22	7:44	MK	471614
Anthracene	SW8270C	1	8.91	144	ND		ug/Kg	12/22/22	7:44	MK	471614
Carbazole	SW8270C	1	10.7	144	ND		ug/Kg	12/22/22	7:44	MK	471614
Di-n-butylphthalate	SW8270C	1	13.5	144	ND		ug/Kg	12/22/22	7:44	MK	471614
Fluoranthene	SW8270C	1	10.0	144	ND		ug/Kg	12/22/22	7:44	MK	471614
Benidine	SW8270C	1	147	144	ND		ug/Kg	12/22/22	7:44	MK	471614
Pyrene	SW8270C	1	12.0	144	16.8	J	ug/Kg	12/22/22	7:44	MK	471614
Butylbenzylphthalate	SW8270C	1	21.0	720	ND		ug/Kg	12/22/22	7:44	MK	471614
Benzo(a)anthracene	SW8270C	1	9.80	144	ND		ug/Kg	12/22/22	7:44	MK	471614
3,3-Dichlorobenzidine	SW8270C	1	118	144	ND		ug/Kg	12/22/22	7:44	MK	471614
Chrysene	SW8270C	1	15.2	144	ND		ug/Kg	12/22/22	7:44	MK	471614
Bis(2-Ethylhexyl)phthalate	SW8270C	1	15.3	720	313	J	ug/Kg	12/22/22	7:44	MK	471614
Di-n-Octylphthalate	SW8270C	1	12.3	144	ND		ug/Kg	12/22/22	7:44	MK	471614
Benzo(b)fluorathene	SW8270C	1	12.0	144	ND		ug/Kg	12/22/22	7:44	MK	471614
benzo(k)fluorathene	SW8270C	1	8.16	144	ND		ug/Kg	12/22/22	7:44	MK	471614
Benzo(a)pyrene	SW8270C	1	9.80	144	ND		ug/Kg	12/22/22	7:44	MK	471614
Indeno(1,2,3-c,d)pyrene	SW8270C	1	13.8	144	ND		ug/Kg	12/22/22	7:44	MK	471614
Dibenzo(a,h)anthracene	SW8270C	1	12.7	144	ND		ug/Kg	12/22/22	7:44	MK	471614
Benzo(g,h,i)perylene	SW8270C	1	16.7	144	ND		ug/Kg	12/22/22	7:44	MK	471614
Pyridine	SW8270C	1	43.8	720	ND		ug/Kg	12/22/22	7:44	MK	471614
Acceptance Limits											
2-Fluorophenol (S)	SW8270C		25 - 121		47.0		%	12/22/22	7:44	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-7-1.5	Lab Sample ID:	2212180-014A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:50		
SDG:			

Prep Method:	3546_BNA	Prep Batch Date/Time:	12/15/22 10:23:00AM
Prep Batch ID:	1147435	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Phenol-d6 (S)	SW8270C		24 - 113		51.5		%	12/22/22	7:44	MK	471614
2,4,6-Tribromophenol (S)	SW8270C		19 - 122		41.4		%	12/22/22	7:44	MK	471614
2-Fluorobiphenyl (S)	SW8270C		45 - 143		53.4		%	12/22/22	7:44	MK	471614
Nitrobenzene-d5 (S)	SW8270C		23 - 120		46.3		%	12/22/22	7:44	MK	471614
p-Terphenyl-d14 (S)	SW8270C		18 - 137		78.7		%	12/22/22	7:44	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-7-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:50
SDG:

Lab Sample ID: 2212180-014A
Sample Matrix: Soil

Prep Method: 3546_TPH
Prep Batch ID: 1147438

Prep Batch Date/Time: 12/15/22 11:23:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
TPH as Diesel	SW8015B	1	0.66	2.0	2.51	x	mg/Kg	12/16/22	20:14	SN	471562
TPH as Motor Oil	SW8015B	1	0.76	5.0	22.4		mg/Kg	12/16/22	20:14	SN	471562
Acceptance Limits											
Pentacosane (S)	SW8015B		45 - 130		106		%	12/16/22	20:14	SN	471562

NOTE: x-Diesel value the result of overlap of Oil range into Diesel range



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-7-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:50
SDG:

Lab Sample ID: 2212180-014A
Sample Matrix: Soil

Prep Method: 5035
Prep Batch ID: 1147461

Prep Batch Date/Time: 12/15/22 11:09:00AM
Prep Analyst: JZHAO

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Dichlorodifluoromethane	SW8260B	1	1.2	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
Chloromethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
Vinyl Chloride	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
Bromomethane	SW8260B	1	2.7	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
Chloroethane	SW8260B	1	3.0	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
Trichlorofluoromethane	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
1,1-Dichloroethene	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
Freon 113	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
Methylene Chloride	SW8260B	1	7.1	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
trans-1,2-Dichloroethene	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
MTBE	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
TBA	SW8260B	1	12	50	ND		ug/Kg	12/15/22	20:34	JZ	471460
Diisopropyl ether	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
1,1-Dichloroethane	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
Ethyl tert-Butyl ether	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
cis-1,2-Dichloroethene	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
2,2-Dichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
Bromochloromethane	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
Chloroform	SW8260B	1	2.4	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
Carbon Tetrachloride	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
1,1,1-Trichloroethane	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
1,1-Dichloropropene	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
Benzene	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
TAME	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
1,2-Dichloroethane	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
Trichloroethene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
Dibromomethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
1,2-Dichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
Bromodichloromethane	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
cis-1,3-Dichloropropene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
Toluene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
Tetrachloroethene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
trans-1,3-Dichloropropene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
1,1,2-Trichloroethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
Dibromochloromethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
1,3-Dichloropropane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
1,2-Dibromoethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
Chlorobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:34	JZ	471460



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-7-1.5	Lab Sample ID:	2212180-014A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:50		
SDG:			

Prep Method: 5035	Prep Batch Date/Time: 12/15/22 11:09:00AM
Prep Batch ID: 1147461	Prep Analyst: JZHAO

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Ethylbenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
1,1,1,2-Tetrachloroethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
m,p-Xylene	SW8260B	1	3.2	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
o-Xylene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
Styrene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
Bromoform	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
Isopropyl Benzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
n-Propylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
Bromobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
1,1,2,2-Tetrachloroethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
2-Chlorotoluene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
1,3,5-Trimethylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
1,2,3-Trichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
4-Chlorotoluene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
tert-Butylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
1,2,4-Trimethylbenzene	SW8260B	1	1.4	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
sec-Butyl Benzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
p-Isopropyltoluene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
1,3-Dichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
1,4-Dichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
n-Butylbenzene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
1,2-Dichlorobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
1,2-Dibromo-3-Chloropropane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
Hexachlorobutadiene	SW8260B	1	1.4	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
1,2,4-Trichlorobenzene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
Naphthalene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
1,2,3-Trichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	20:34	JZ	471460
2-Butanone	SW8260B	1	2.3	10.0	ND		ug/Kg	12/15/22	20:34	JZ	471460
(S) Dibromofluoromethane	SW8260B		59.8 - 148		106		%	12/15/22	20:34	JZ	471460
(S) Toluene-d8	SW8260B		55.2 - 133		109		%	12/15/22	20:34	JZ	471460
(S) 4-Bromofluorobenzene	SW8260B		55.8 - 141		119		%	12/15/22	20:34	JZ	471460



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-7-1.5
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:50
SDG:

Lab Sample ID: 2212180-014A
Sample Matrix: Soil

Prep Method: 5035GRO
Prep Batch ID: 1147462

Prep Batch Date/Time: 12/15/22 11:09:00AM
Prep Analyst: JZHAO

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
TPH as Gasoline	SW8260B(TPH)	1	43	100	ND		ug/Kg	12/15/22	20:34	JZ	471460
(S) 4-Bromofluorobenzene	SW8260B(TPH)		43.9 - 127		80.9		%	12/15/22	20:34	JZ	471460



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-7-3.0	Lab Sample ID:	2212180-015A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:57		
SDG:			

Prep Method:	9010P	Prep Batch Date/Time:	12/17/22	8:00:00AM
Prep Batch ID:	1147517	Prep Analyst:	PHUFANO	

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Cyanide, Total	SW9014	1	0.24	1.5	ND		mg/Kg	12/17/22	14:36	PH	471507



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-7-3.0	Lab Sample ID:	2212180-015A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:57		
SDG:			

Prep Method:	7471BP	Prep Batch Date/Time:	12/15/22	6:45:00PM
Prep Batch ID:	1147466	Prep Analyst:	TNGO	

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Mercury	SW7471B	1	0.083	0.50	ND		mg/Kg	12/16/22	11:32	BJAY	471519



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-7-3.0	Lab Sample ID:	2212180-015A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:57		
SDG:			

Prep Method: 6020S-P	Prep Batch Date/Time: 12/16/22 10:45:00AM
Prep Batch ID: 1147472	Prep Analyst: ERAGUDO

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
<i>The results shown below are reported using their MDL.</i>											
Antimony	SW6020A	1	0.12	1.0	ND		mg/Kg	12/19/22	17:31	ERR	471558
Arsenic	SW6020A	1	0.21	1.0	3.25		mg/Kg	12/19/22	17:31	ERR	471558
Barium	SW6020A	1	0.84	1.0	70.6		mg/Kg	12/19/22	17:31	ERR	471558
Beryllium	SW6020A	1	0.16	1.0	0.399	J	mg/Kg	12/19/22	17:31	ERR	471558
Cadmium	SW6020A	1	0.084	1.0	ND		mg/Kg	12/19/22	17:31	ERR	471558
Chromium	SW6020A	1	0.097	1.0	75.5		mg/Kg	12/19/22	17:31	ERR	471558
Cobalt	SW6020A	1	0.21	1.0	4.35		mg/Kg	12/19/22	17:31	ERR	471558
Copper	SW6020A	1	0.17	2.5	10.1		mg/Kg	12/19/22	17:31	ERR	471558
Lead	SW6020A	1	0.054	1.0	6.21		mg/Kg	12/19/22	17:31	ERR	471558
Molybdenum	SW6020A	1	0.13	1.0	0.262	J	mg/Kg	12/19/22	17:31	ERR	471558
Nickel	SW6020A	1	1.2	5.0	22.1		mg/Kg	12/19/22	17:31	ERR	471558
Selenium	SW6020A	1	0.035	1.0	2.24		mg/Kg	12/19/22	17:31	ERR	471558
Silver	SW6020A	1	0.098	0.50	ND		mg/Kg	12/19/22	17:31	ERR	471558
Thallium	SW6020A	1	0.34	5.0	ND		mg/Kg	12/19/22	17:31	ERR	471558
Vanadium	SW6020A	1	0.28	25	50.8		mg/Kg	12/19/22	17:31	ERR	471558
Zinc	SW6020A	1	0.70	2.5	20.5		mg/Kg	12/19/22	17:31	ERR	471558



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-7-3.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:57
SDG:

Lab Sample ID: 2212180-015A
Sample Matrix: Soil

Prep Method: WET/3010B
Prep Batch ID: 1147721

Prep Batch Date/Time: 12/30/22 12:50:00PM
Prep Analyst: ATRUONG

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
Chromium (STLC)	SW6010B-STLC	1	0.010	0.20	ND		mg/L	01/03/23	13:05	AT	471719



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-7-3.0	Lab Sample ID:	2212180-015A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:57		
SDG:			

Prep Method: 3546_PCB	Prep Batch Date/Time: 12/15/22 11:46:00AM
Prep Batch ID: 1147440	Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
<i>The results shown below are reported using their MDL.</i>											
Aroclor1016	SW8082A	1	35.0	100	ND		ug/Kg	12/16/22	20:10	MK	471516
Aroclor1221	SW8082A	1	5.00	100	ND		ug/Kg	12/16/22	20:10	MK	471516
Aroclor1232	SW8082A	1	17.0	100	ND		ug/Kg	12/16/22	20:10	MK	471516
Aroclor1242	SW8082A	1	3.00	100	ND		ug/Kg	12/16/22	20:10	MK	471516
Aroclor1248	SW8082A	1	2.00	100	ND		ug/Kg	12/16/22	20:10	MK	471516
Aroclor1254	SW8082A	1	14.0	100	ND		ug/Kg	12/16/22	20:10	MK	471516
Aroclor1260	SW8082A	1	24.0	100	ND		ug/Kg	12/16/22	20:10	MK	471516
Acceptance Limits											
TCMX (S)	SW8082A		48 - 125		88.0		%	12/16/22	20:10	MK	471516
DCBP (S)	SW8082A		48 - 135		85.0		%	12/16/22	20:10	MK	471516



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-7-3.0	Lab Sample ID:	2212180-015A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:57		
SDG:			

Prep Method:	3546_OCP	Prep Batch Date/Time:	12/16/22 11:32:00AM
Prep Batch ID:	1147477	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

alpha-BHC	SW8081B	1	0.25	2.0	ND		ug/Kg	12/17/22	19:46	LA	471572
gamma-BHC (Lindane)	SW8081B	1	0.71	2.0	ND		ug/Kg	12/17/22	19:46	LA	471572
beta-BHC	SW8081B	1	0.44	2.0	ND		ug/Kg	12/17/22	19:46	LA	471572
delta-BHC	SW8081B	1	0.65	2.0	ND		ug/Kg	12/17/22	19:46	LA	471572
Heptachlor	SW8081B	1	0.27	2.0	ND		ug/Kg	12/17/22	19:46	LA	471572
Aldrin	SW8081B	1	0.29	2.0	ND		ug/Kg	12/17/22	19:46	LA	471572
Heptachlor Epoxide	SW8081B	1	0.31	2.0	ND		ug/Kg	12/17/22	19:46	LA	471572
gamma-Chlordane	SW8081B	1	1.5	3.0	ND		ug/Kg	12/17/22	19:46	LA	471572
alpha-Chlordane	SW8081B	1	0.36	2.0	ND		ug/Kg	12/17/22	19:46	LA	471572
4,4'-DDE	SW8081B	1	0.61	2.0	ND		ug/Kg	12/17/22	19:46	LA	471572
Endosulfan I	SW8081B	1	0.29	2.0	ND		ug/Kg	12/17/22	19:46	LA	471572
Dieldrin	SW8081B	1	0.25	2.0	ND		ug/Kg	12/17/22	19:46	LA	471572
Endrin	SW8081B	1	0.79	2.0	ND		ug/Kg	12/17/22	19:46	LA	471572
4,4'-DDD	SW8081B	1	0.64	2.0	ND		ug/Kg	12/17/22	19:46	LA	471572
Endosulfan II	SW8081B	1	0.34	2.0	ND		ug/Kg	12/17/22	19:46	LA	471572
4,4'-DDT	SW8081B	1	0.74	2.0	ND		ug/Kg	12/17/22	19:46	LA	471572
Endrin Aldehyde	SW8081B	1	0.51	2.0	ND		ug/Kg	12/17/22	19:46	LA	471572
Methoxychlor	SW8081B	1	2.6	6.0	ND		ug/Kg	12/17/22	19:46	LA	471572
Endosulfan Sulfate	SW8081B	1	0.51	2.0	ND		ug/Kg	12/17/22	19:46	LA	471572
Endrin Ketone	SW8081B	1	0.43	2.0	ND		ug/Kg	12/17/22	19:46	LA	471572
Chlordane, Technical	SW8081B	1	2.7	20	ND		ug/Kg	12/17/22	19:46	LA	471572
Toxaphene	SW8081B	1	22	50	ND		ug/Kg	12/17/22	19:46	LA	471572
Acceptance Limits											
Tetrachloro-M-Xylene (S)	SW8081B		48 - 125		63.8		%	12/17/22	19:46	LA	471572
Decachlorobiphenyl (S)	SW8081B		38 - 135		67.8		%	12/17/22	19:46	LA	471572



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-7-3.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:57
SDG:

Lab Sample ID: 2212180-015A
Sample Matrix: Soil

Prep Method: 9045C
Prep Batch ID: 1147568

Prep Batch Date/Time: 12/19/22 12:20:00PM
Prep Analyst: ROME

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
pH in Soil	SW9045D	1	0.10	2.00	7.40		SU	12/19/22	12:20	RE	471547



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-7-3.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:57
SDG:

Lab Sample ID: 2212180-015A
Sample Matrix: Soil

Prep Method: 3546_BNA
Prep Batch ID: 1147435

Prep Batch Date/Time: 12/15/22 10:23:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

N-Nitrosodimethylamine	SW8270C	1	46.9	720	ND		ug/Kg	12/22/22	6:21	torrent	471614
Phenol	SW8270C	1	43.8	288	ND		ug/Kg	12/22/22	6:21	torrent	471614
Bis(2-chloroethyl)ether	SW8270C	1	13.3	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
2-Chlorophenol	SW8270C	1	47.7	288	ND		ug/Kg	12/22/22	6:21	torrent	471614
1,3-Dichlorobenzene	SW8270C	1	13.1	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
1,4-Dichlorobenzene	SW8270C	1	14.6	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
Benzyl Alcohol	SW8270C	1	20.5	288	ND		ug/Kg	12/22/22	6:21	torrent	471614
1,2-Dichlorobenzene	SW8270C	1	13.5	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
2-Methylphenol (o-Cresol)	SW8270C	1	29.3	288	ND		ug/Kg	12/22/22	6:21	torrent	471614
N-Methyl-2-Pyrrolidone (NMP)	SW8270C	1	68.0	720	ND		ug/Kg	12/22/22	6:21	torrent	471614
3-/4-Methylphenol (p-/m-Cresol)	SW8270C	1	31.3	288	ND		ug/Kg	12/22/22	6:21	torrent	471614
N-nitroso-di-n-propylamine	SW8270C	1	13.2	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
Hexachloroethane	SW8270C	1	17.1	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
Nitrobenzene	SW8270C	1	12.8	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
Isophorone	SW8270C	1	12.2	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
2-Nitrophenol	SW8270C	1	25.4	288	ND		ug/Kg	12/22/22	6:21	torrent	471614
2,4-Dimethylphenol	SW8270C	1	22.8	288	ND		ug/Kg	12/22/22	6:21	torrent	471614
Benzoic Acid	SW8270C	1	41.7	288	ND		ug/Kg	12/22/22	6:21	torrent	471614
Bis(2-Chloroethoxy)methane	SW8270C	1	9.79	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
Bis(2-chloroisopropyl)ether	SW8270C	1	12.6	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
2,4-Dichlorophenol	SW8270C	1	39.3	288	ND		ug/Kg	12/22/22	6:21	torrent	471614
1,2,4-Trichlorobenzene	SW8270C	1	11.8	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
Naphthalene	SW8270C	1	10.6	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
2,6-Dichlorophenol	SW8270C	1	35.8	288	ND		ug/Kg	12/22/22	6:21	torrent	471614
Hexachloro-1,3-butadiene	SW8270C	1	8.34	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
4-Chloro-3-methylphenol	SW8270C	1	33.8	288	ND		ug/Kg	12/22/22	6:21	torrent	471614
2-Methylnaphthalene	SW8270C	1	10.4	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
1-Methylnaphthalene	SW8270C	1	12.2	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
Hexachlorocyclopentadiene	SW8270C	1	12.9	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
2,4,6-Trichlorophenol	SW8270C	1	35.9	288	ND		ug/Kg	12/22/22	6:21	torrent	471614
2,4,5-Trichlorophenol	SW8270C	1	33.4	288	ND		ug/Kg	12/22/22	6:21	torrent	471614
2-Chloronaphthalene	SW8270C	1	10.6	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
1,4-Dinitrobenzene	SW8270C	1	10.3	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
Dimethyl phthalate	SW8270C	1	14.2	720	ND		ug/Kg	12/22/22	6:21	torrent	471614
1,3-Dinitrobenzene	SW8270C	1	10.4	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
Acenaphthylene	SW8270C	1	8.28	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
2,6-Dinitrotoluene	SW8270C	1	11.3	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
1,2-Dinitrobenzene	SW8270C	1	15.8	144	ND		ug/Kg	12/22/22	6:21	torrent	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-7-3.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:57
SDG:

Lab Sample ID: 2212180-015A
Sample Matrix: Soil

Prep Method: 3546_BNA
Prep Batch ID: 1147435

Prep Batch Date/Time: 12/15/22 10:23:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Acenaphthene	SW8270C	1	10.7	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
2,4-Dinitrophenol	SW8270C	1	77.6	720	ND		ug/Kg	12/22/22	6:21	torrent	471614
4-Nitrophenol	SW8270C	1	54.7	720	ND		ug/Kg	12/22/22	6:21	torrent	471614
Dibenzofuran	SW8270C	1	11.2	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
2,4-Dinitrotoluene	SW8270C	1	12.1	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
2,3,5,6-Tetrachlorophenol	SW8270C	1	27.6	288	ND		ug/Kg	12/22/22	6:21	torrent	471614
2,3,4,6-Tetrachlorophenol	SW8270C	1	31.5	288	ND		ug/Kg	12/22/22	6:21	torrent	471614
Diethylphthalate	SW8270C	1	13.6	720	ND		ug/Kg	12/22/22	6:21	torrent	471614
Fluorene	SW8270C	1	10.3	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
4-Chlorophenyl-phenylether	SW8270C	1	9.32	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
4,6-Dinitro-2-methylphenol	SW8270C	1	13.4	288	ND		ug/Kg	12/22/22	6:21	torrent	471614
Diphenylamine	SW8270C	1	13.0	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
Azobenzene	SW8270C	1	114	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
4-Bromophenyl-phenylether	SW8270C	1	8.23	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
Hexachlorobenzene	SW8270C	1	8.66	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
Pentachlorophenol	SW8270C	1	25.0	288	ND		ug/Kg	12/22/22	6:21	torrent	471614
Phenanthrene	SW8270C	1	9.32	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
Anthracene	SW8270C	1	8.91	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
Carbazole	SW8270C	1	10.7	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
Di-n-butylphthalate	SW8270C	1	13.5	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
Fluoranthene	SW8270C	1	10.0	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
Benzidine	SW8270C	1	147	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
Pyrene	SW8270C	1	12.0	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
Butylbenzylphthalate	SW8270C	1	21.0	720	ND		ug/Kg	12/22/22	6:21	torrent	471614
Benzo(a)anthracene	SW8270C	1	9.80	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
3,3-Dichlorobenzidine	SW8270C	1	118	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
Chrysene	SW8270C	1	15.2	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
Bis(2-Ethylhexyl)phthalate	SW8270C	1	15.3	720	ND		ug/Kg	12/22/22	6:21	torrent	471614
Di-n-Octylphthalate	SW8270C	1	12.3	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
Benzo(b)fluorathene	SW8270C	1	12.0	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
benzo(k)fluorathene	SW8270C	1	8.16	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
Benzo(a)pyrene	SW8270C	1	9.80	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
Indeno(1,2,3-c,d)pyrene	SW8270C	1	13.8	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
Dibenzo(a,h)anthracene	SW8270C	1	12.7	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
Benzo(g,h,i)perylene	SW8270C	1	16.7	144	ND		ug/Kg	12/22/22	6:21	torrent	471614
Pyridine	SW8270C	1	43.8	720	ND		ug/Kg	12/22/22	6:21	torrent	471614
Acceptance Limits											
2-Fluorophenol (S)	SW8270C		25 - 121		46.9		%	12/22/22	6:21	torrent	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-7-3.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:57
SDG:

Lab Sample ID: 2212180-015A
Sample Matrix: Soil

Prep Method: 3546_BNA
Prep Batch ID: 1147435

Prep Batch Date/Time: 12/15/22 10:23:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Phenol-d6 (S)	SW8270C	24 - 113	53.8	%	12/22/22	6:21	torrent	471614
2,4,6-Tribromophenol (S)	SW8270C	19 - 122	57.8	%	12/22/22	6:21	torrent	471614
2-Fluorobiphenyl (S)	SW8270C	45 - 143	58.7	%	12/22/22	6:21	torrent	471614
Nitrobenzene-d5 (S)	SW8270C	23 - 120	42.6	%	12/22/22	6:21	torrent	471614
p-Terphenyl-d14 (S)	SW8270C	18 - 137	87.7	%	12/22/22	6:21	torrent	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-7-3.0	Lab Sample ID:	2212180-015A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 21:57		
SDG:			

Prep Method:	3546_TPH	Prep Batch Date/Time:	12/15/22 11:23:00AM
Prep Batch ID:	1147438	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
TPH as Diesel	SW8015B	1	0.66	2.0	ND		mg/Kg	12/16/22	20:39	SN	471562
TPH as Motor Oil	SW8015B	1	0.76	5.0	6.32		mg/Kg	12/16/22	20:39	SN	471562
			Acceptance Limits								
Pentacosane (S)	SW8015B		45 - 130		104		%	12/16/22	20:39	SN	471562



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-7-3.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:57
SDG:

Lab Sample ID: 2212180-015A
Sample Matrix: Soil

Prep Method: 5035
Prep Batch ID: 1147461

Prep Batch Date/Time: 12/15/22 11:09:00AM
Prep Analyst: JZHAO

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Dichlorodifluoromethane	SW8260B	1	1.2	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
Chloromethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
Vinyl Chloride	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
Bromomethane	SW8260B	1	2.7	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
Chloroethane	SW8260B	1	3.0	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
Trichlorofluoromethane	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
1,1-Dichloroethene	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
Freon 113	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
Methylene Chloride	SW8260B	1	7.1	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
trans-1,2-Dichloroethene	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
MTBE	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
TBA	SW8260B	1	12	50	ND		ug/Kg	12/15/22	21:05	JZ	471460
Diisopropyl ether	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
1,1-Dichloroethane	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
Ethyl tert-Butyl ether	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
cis-1,2-Dichloroethene	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
2,2-Dichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
Bromochloromethane	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
Chloroform	SW8260B	1	2.4	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
Carbon Tetrachloride	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
1,1,1-Trichloroethane	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
1,1-Dichloropropene	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
Benzene	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
TAME	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
1,2-Dichloroethane	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
Trichloroethene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
Dibromomethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
1,2-Dichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
Bromodichloromethane	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
cis-1,3-Dichloropropene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
Toluene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
Tetrachloroethene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
trans-1,3-Dichloropropene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
1,1,2-Trichloroethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
Dibromochloromethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
1,3-Dichloropropane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
1,2-Dibromoethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
Chlorobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	21:05	JZ	471460



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-7-3.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:57
SDG:

Lab Sample ID: 2212180-015A
Sample Matrix: Soil

Prep Method: 5035
Prep Batch ID: 1147461

Prep Batch Date/Time: 12/15/22 11:09:00AM
Prep Analyst: JZHAO

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Ethylbenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
1,1,1,2-Tetrachloroethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
m,p-Xylene	SW8260B	1	3.2	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
o-Xylene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
Styrene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
Bromoform	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
Isopropyl Benzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
n-Propylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
Bromobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
1,1,2,2-Tetrachloroethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
2-Chlorotoluene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
1,3,5-Trimethylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
1,2,3-Trichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
4-Chlorotoluene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
tert-Butylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
1,2,4-Trimethylbenzene	SW8260B	1	1.4	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
sec-Butyl Benzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
p-Isopropyltoluene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
1,3-Dichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
1,4-Dichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
n-Butylbenzene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
1,2-Dichlorobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
1,2-Dibromo-3-Chloropropane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
Hexachlorobutadiene	SW8260B	1	1.4	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
1,2,4-Trichlorobenzene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
Naphthalene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
1,2,3-Trichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	21:05	JZ	471460
2-Butanone	SW8260B	1	2.3	10.0	ND		ug/Kg	12/15/22	21:05	JZ	471460
(S) Dibromofluoromethane	SW8260B		59.8 - 148		107		%	12/15/22	21:05	JZ	471460
(S) Toluene-d8	SW8260B		55.2 - 133		97.1		%	12/15/22	21:05	JZ	471460
(S) 4-Bromofluorobenzene	SW8260B		55.8 - 141		111		%	12/15/22	21:05	JZ	471460



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-7-3.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 21:57
SDG:

Lab Sample ID: 2212180-015A
Sample Matrix: Soil

Prep Method: 5035GRO
Prep Batch ID: 1147462

Prep Batch Date/Time: 12/15/22 11:09:00AM
Prep Analyst: JZHAO

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
TPH as Gasoline	SW8260B(TPH)	1	43	100	ND		ug/Kg	12/15/22	21:05	JZ	471460
(S) 4-Bromofluorobenzene	SW8260B(TPH)		43.9 - 127		103		%	12/15/22	21:05	JZ	471460



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-7-5.0	Lab Sample ID:	2212180-016A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 22:10		
SDG:			

Prep Method:	9010P	Prep Batch Date/Time:	12/17/22	8:00:00AM
Prep Batch ID:	1147517	Prep Analyst:	PHUFANO	

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Cyanide, Total	SW9014	1	0.24	1.5	ND		mg/Kg	12/17/22	14:36	PH	471507



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-7-5.0	Lab Sample ID:	2212180-016A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 22:10		
SDG:			

Prep Method:	7471BP	Prep Batch Date/Time:	12/15/22	6:45:00PM
Prep Batch ID:	1147466	Prep Analyst:	TNGO	

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Mercury	SW7471B	1	0.083	0.50	ND		mg/Kg	12/16/22	11:34	BJAY	471519



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-7-5.0	Lab Sample ID:	2212180-016A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 22:10		
SDG:			

Prep Method:	6020S-P	Prep Batch Date/Time:	12/16/22 10:45:00AM
Prep Batch ID:	1147472	Prep Analyst:	ERAGUDO

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Antimony	SW6020A	1	0.12	1.0	ND		mg/Kg	12/19/22	17:45	ERR	471558
Arsenic	SW6020A	1	0.21	1.0	3.13		mg/Kg	12/19/22	17:45	ERR	471558
Barium	SW6020A	1	0.84	1.0	98.6		mg/Kg	12/19/22	17:45	ERR	471558
Beryllium	SW6020A	1	0.16	1.0	0.345	J	mg/Kg	12/19/22	17:45	ERR	471558
Cadmium	SW6020A	1	0.084	1.0	ND		mg/Kg	12/19/22	17:45	ERR	471558
Chromium	SW6020A	1	0.097	1.0	84.5		mg/Kg	12/19/22	17:45	ERR	471558
Cobalt	SW6020A	1	0.21	1.0	8.05		mg/Kg	12/19/22	17:45	ERR	471558
Copper	SW6020A	1	0.17	2.5	7.97		mg/Kg	12/19/22	17:45	ERR	471558
Lead	SW6020A	1	0.054	1.0	10.9		mg/Kg	12/19/22	17:45	ERR	471558
Molybdenum	SW6020A	1	0.13	1.0	ND		mg/Kg	12/19/22	17:45	ERR	471558
Nickel	SW6020A	1	1.2	5.0	42.5		mg/Kg	12/19/22	17:45	ERR	471558
Selenium	SW6020A	1	0.035	1.0	1.90		mg/Kg	12/19/22	17:45	ERR	471558
Silver	SW6020A	1	0.098	0.50	ND		mg/Kg	12/19/22	17:45	ERR	471558
Thallium	SW6020A	1	0.34	5.0	ND		mg/Kg	12/19/22	17:45	ERR	471558
Vanadium	SW6020A	1	0.28	25	56.3		mg/Kg	12/19/22	17:45	ERR	471558
Zinc	SW6020A	1	0.70	2.5	26.0		mg/Kg	12/19/22	17:45	ERR	471558



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-7-5.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:10
SDG:

Lab Sample ID: 2212180-016A
Sample Matrix: Soil

Prep Method: WET/3010B
Prep Batch ID: 1147721

Prep Batch Date/Time: 12/30/22 12:50:00PM
Prep Analyst: ATRUONG

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
Chromium (STLC)	SW6010B-STLC	1	0.010	0.20	ND		mg/L	01/03/23	13:10	AT	471719



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-7-5.0	Lab Sample ID:	2212180-016A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 22:10		
SDG:			

Prep Method:	3546_PCB	Prep Batch Date/Time:	12/15/22 11:46:00AM
Prep Batch ID:	1147440	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Aroclor1016	SW8082A	1	35.0	100	ND		ug/Kg	12/16/22	20:26	MK	471516
Aroclor1221	SW8082A	1	5.00	100	ND		ug/Kg	12/16/22	20:26	MK	471516
Aroclor1232	SW8082A	1	17.0	100	ND		ug/Kg	12/16/22	20:26	MK	471516
Aroclor1242	SW8082A	1	3.00	100	ND		ug/Kg	12/16/22	20:26	MK	471516
Aroclor1248	SW8082A	1	2.00	100	ND		ug/Kg	12/16/22	20:26	MK	471516
Aroclor1254	SW8082A	1	14.0	100	ND		ug/Kg	12/16/22	20:26	MK	471516
Aroclor1260	SW8082A	1	24.0	100	ND		ug/Kg	12/16/22	20:26	MK	471516
Acceptance Limits											
TCMX (S)	SW8082A		48 - 125		91.0		%	12/16/22	20:26	MK	471516
DCBP (S)	SW8082A		48 - 135		89.0		%	12/16/22	20:26	MK	471516



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID:	LB-7-5.0	Lab Sample ID:	2212180-016A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 22:10		
SDG:			

Prep Method:	3546_OCP	Prep Batch Date/Time:	12/16/22 11:32:00AM
Prep Batch ID:	1147477	Prep Analyst:	AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

alpha-BHC	SW8081B	1	0.25	2.0	ND		ug/Kg	12/17/22	20:00	LA	471572
gamma-BHC (Lindane)	SW8081B	1	0.71	2.0	ND		ug/Kg	12/17/22	20:00	LA	471572
beta-BHC	SW8081B	1	0.44	2.0	ND		ug/Kg	12/17/22	20:00	LA	471572
delta-BHC	SW8081B	1	0.65	2.0	ND		ug/Kg	12/17/22	20:00	LA	471572
Heptachlor	SW8081B	1	0.27	2.0	ND		ug/Kg	12/17/22	20:00	LA	471572
Aldrin	SW8081B	1	0.29	2.0	ND		ug/Kg	12/17/22	20:00	LA	471572
Heptachlor Epoxide	SW8081B	1	0.31	2.0	ND		ug/Kg	12/17/22	20:00	LA	471572
gamma-Chlordane	SW8081B	1	1.5	3.0	ND		ug/Kg	12/17/22	20:00	LA	471572
alpha-Chlordane	SW8081B	1	0.36	2.0	ND		ug/Kg	12/17/22	20:00	LA	471572
4,4'-DDE	SW8081B	1	0.61	2.0	ND		ug/Kg	12/17/22	20:00	LA	471572
Endosulfan I	SW8081B	1	0.29	2.0	ND		ug/Kg	12/17/22	20:00	LA	471572
Dieldrin	SW8081B	1	0.25	2.0	ND		ug/Kg	12/17/22	20:00	LA	471572
Endrin	SW8081B	1	0.79	2.0	ND		ug/Kg	12/17/22	20:00	LA	471572
4,4'-DDD	SW8081B	1	0.64	2.0	ND		ug/Kg	12/17/22	20:00	LA	471572
Endosulfan II	SW8081B	1	0.34	2.0	ND		ug/Kg	12/17/22	20:00	LA	471572
4,4'-DDT	SW8081B	1	0.74	2.0	ND		ug/Kg	12/17/22	20:00	LA	471572
Endrin Aldehyde	SW8081B	1	0.51	2.0	ND		ug/Kg	12/17/22	20:00	LA	471572
Methoxychlor	SW8081B	1	2.6	6.0	ND		ug/Kg	12/17/22	20:00	LA	471572
Endosulfan Sulfate	SW8081B	1	0.51	2.0	ND		ug/Kg	12/17/22	20:00	LA	471572
Endrin Ketone	SW8081B	1	0.43	2.0	ND		ug/Kg	12/17/22	20:00	LA	471572
Chlordane, Technical	SW8081B	1	2.7	20	ND		ug/Kg	12/17/22	20:00	LA	471572
Toxaphene	SW8081B	1	22	50	ND		ug/Kg	12/17/22	20:00	LA	471572
Acceptance Limits											
Tetrachloro-M-Xylene (S)	SW8081B		48 - 125		70.6		%	12/17/22	20:00	LA	471572
Decachlorobiphenyl (S)	SW8081B		38 - 135		78.4		%	12/17/22	20:00	LA	471572



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-7-5.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:10
SDG:

Lab Sample ID: 2212180-016A
Sample Matrix: Soil

Prep Method: 9045C
Prep Batch ID: 1147568

Prep Batch Date/Time: 12/19/22 12:20:00PM
Prep Analyst: ROME

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
pH in Soil	SW9045D	1	0.10	2.00	7.12		SU	12/19/22	12:20	RE	471547



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-7-5.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:10
SDG:

Lab Sample ID: 2212180-016A
Sample Matrix: Soil

Prep Method: 3546_BNA
Prep Batch ID: 1147435

Prep Batch Date/Time: 12/15/22 10:23:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

N-Nitrosodimethylamine	SW8270C	1	46.9	720	ND		ug/Kg	12/22/22	8:40	MK	471614
Phenol	SW8270C	1	43.8	288	ND		ug/Kg	12/22/22	8:40	MK	471614
Bis(2-chloroethyl)ether	SW8270C	1	13.3	144	ND		ug/Kg	12/22/22	8:40	MK	471614
2-Chlorophenol	SW8270C	1	47.7	288	ND		ug/Kg	12/22/22	8:40	MK	471614
1,3-Dichlorobenzene	SW8270C	1	13.1	144	ND		ug/Kg	12/22/22	8:40	MK	471614
1,4-Dichlorobenzene	SW8270C	1	14.6	144	ND		ug/Kg	12/22/22	8:40	MK	471614
Benzyl Alcohol	SW8270C	1	20.5	288	ND		ug/Kg	12/22/22	8:40	MK	471614
1,2-Dichlorobenzene	SW8270C	1	13.5	144	ND		ug/Kg	12/22/22	8:40	MK	471614
2-Methylphenol (o-Cresol)	SW8270C	1	29.3	288	ND		ug/Kg	12/22/22	8:40	MK	471614
N-Methyl-2-Pyrrolidone (NMP)	SW8270C	1	68.0	720	ND		ug/Kg	12/22/22	8:40	MK	471614
3-/4-Methylphenol (p-/m-Cresol)	SW8270C	1	31.3	288	ND		ug/Kg	12/22/22	8:40	MK	471614
N-nitroso-di-n-propylamine	SW8270C	1	13.2	144	ND		ug/Kg	12/22/22	8:40	MK	471614
Hexachloroethane	SW8270C	1	17.1	144	ND		ug/Kg	12/22/22	8:40	MK	471614
Nitrobenzene	SW8270C	1	12.8	144	ND		ug/Kg	12/22/22	8:40	MK	471614
Isophorone	SW8270C	1	12.2	144	ND		ug/Kg	12/22/22	8:40	MK	471614
2-Nitrophenol	SW8270C	1	25.4	288	ND		ug/Kg	12/22/22	8:40	MK	471614
2,4-Dimethylphenol	SW8270C	1	22.8	288	ND		ug/Kg	12/22/22	8:40	MK	471614
Benzoic Acid	SW8270C	1	41.7	288	ND		ug/Kg	12/22/22	8:40	MK	471614
Bis(2-Chloroethoxy)methane	SW8270C	1	9.79	144	ND		ug/Kg	12/22/22	8:40	MK	471614
Bis(2-chloroisopropyl)ether	SW8270C	1	12.6	144	ND		ug/Kg	12/22/22	8:40	MK	471614
2,4-Dichlorophenol	SW8270C	1	39.3	288	ND		ug/Kg	12/22/22	8:40	MK	471614
1,2,4-Trichlorobenzene	SW8270C	1	11.8	144	ND		ug/Kg	12/22/22	8:40	MK	471614
Naphthalene	SW8270C	1	10.6	144	ND		ug/Kg	12/22/22	8:40	MK	471614
2,6-Dichlorophenol	SW8270C	1	35.8	288	ND		ug/Kg	12/22/22	8:40	MK	471614
Hexachloro-1,3-butadiene	SW8270C	1	8.34	144	ND		ug/Kg	12/22/22	8:40	MK	471614
4-Chloro-3-methylphenol	SW8270C	1	33.8	288	ND		ug/Kg	12/22/22	8:40	MK	471614
2-Methylnaphthalene	SW8270C	1	10.4	144	ND		ug/Kg	12/22/22	8:40	MK	471614
1-Methylnaphthalene	SW8270C	1	12.2	144	ND		ug/Kg	12/22/22	8:40	MK	471614
Hexachlorocyclopentadiene	SW8270C	1	12.9	144	ND		ug/Kg	12/22/22	8:40	MK	471614
2,4,6-Trichlorophenol	SW8270C	1	35.9	288	ND		ug/Kg	12/22/22	8:40	MK	471614
2,4,5-Trichlorophenol	SW8270C	1	33.4	288	ND		ug/Kg	12/22/22	8:40	MK	471614
2-Chloronaphthalene	SW8270C	1	10.6	144	ND		ug/Kg	12/22/22	8:40	MK	471614
1,4-Dinitrobenzene	SW8270C	1	10.3	144	ND		ug/Kg	12/22/22	8:40	MK	471614
Dimethyl phthalate	SW8270C	1	14.2	720	ND		ug/Kg	12/22/22	8:40	MK	471614
1,3-Dinitrobenzene	SW8270C	1	10.4	144	ND		ug/Kg	12/22/22	8:40	MK	471614
Acenaphthylene	SW8270C	1	8.28	144	ND		ug/Kg	12/22/22	8:40	MK	471614
2,6-Dinitrotoluene	SW8270C	1	11.3	144	ND		ug/Kg	12/22/22	8:40	MK	471614
1,2-Dinitrobenzene	SW8270C	1	15.8	144	ND		ug/Kg	12/22/22	8:40	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-7-5.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:10
SDG:

Lab Sample ID: 2212180-016A
Sample Matrix: Soil

Prep Method: 3546_BNA
Prep Batch ID: 1147435

Prep Batch Date/Time: 12/15/22 10:23:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Acenaphthene	SW8270C	1	10.7	144	ND		ug/Kg	12/22/22	8:40	MK	471614
2,4-Dinitrophenol	SW8270C	1	77.6	720	ND		ug/Kg	12/22/22	8:40	MK	471614
4-Nitrophenol	SW8270C	1	54.7	720	ND		ug/Kg	12/22/22	8:40	MK	471614
Dibenzofuran	SW8270C	1	11.2	144	ND		ug/Kg	12/22/22	8:40	MK	471614
2,4-Dinitrotoluene	SW8270C	1	12.1	144	ND		ug/Kg	12/22/22	8:40	MK	471614
2,3,5,6-Tetrachlorophenol	SW8270C	1	27.6	288	ND		ug/Kg	12/22/22	8:40	MK	471614
2,3,4,6-Tetrachlorophenol	SW8270C	1	31.5	288	ND		ug/Kg	12/22/22	8:40	MK	471614
Diethylphthalate	SW8270C	1	13.6	720	ND		ug/Kg	12/22/22	8:40	MK	471614
Fluorene	SW8270C	1	10.3	144	ND		ug/Kg	12/22/22	8:40	MK	471614
4-Chlorophenyl-phenylether	SW8270C	1	9.32	144	ND		ug/Kg	12/22/22	8:40	MK	471614
4,6-Dinitro-2-methylphenol	SW8270C	1	13.4	288	ND		ug/Kg	12/22/22	8:40	MK	471614
Diphenylamine	SW8270C	1	13.0	144	ND		ug/Kg	12/22/22	8:40	MK	471614
Azobenzene	SW8270C	1	114	144	ND		ug/Kg	12/22/22	8:40	MK	471614
4-Bromophenyl-phenylether	SW8270C	1	8.23	144	ND		ug/Kg	12/22/22	8:40	MK	471614
Hexachlorobenzene	SW8270C	1	8.66	144	ND		ug/Kg	12/22/22	8:40	MK	471614
Pentachlorophenol	SW8270C	1	25.0	288	ND		ug/Kg	12/22/22	8:40	MK	471614
Phenanthrene	SW8270C	1	9.32	144	ND		ug/Kg	12/22/22	8:40	MK	471614
Anthracene	SW8270C	1	8.91	144	ND		ug/Kg	12/22/22	8:40	MK	471614
Carbazole	SW8270C	1	10.7	144	ND		ug/Kg	12/22/22	8:40	MK	471614
Di-n-butylphthalate	SW8270C	1	13.5	144	ND		ug/Kg	12/22/22	8:40	MK	471614
Fluoranthene	SW8270C	1	10.0	144	ND		ug/Kg	12/22/22	8:40	MK	471614
Benzidine	SW8270C	1	147	144	ND		ug/Kg	12/22/22	8:40	MK	471614
Pyrene	SW8270C	1	12.0	144	ND		ug/Kg	12/22/22	8:40	MK	471614
Butylbenzylphthalate	SW8270C	1	21.0	720	ND		ug/Kg	12/22/22	8:40	MK	471614
Benzo(a)anthracene	SW8270C	1	9.80	144	ND		ug/Kg	12/22/22	8:40	MK	471614
3,3-Dichlorobenzidine	SW8270C	1	118	144	ND		ug/Kg	12/22/22	8:40	MK	471614
Chrysene	SW8270C	1	15.2	144	ND		ug/Kg	12/22/22	8:40	MK	471614
Bis(2-Ethylhexyl)phthalate	SW8270C	1	15.3	720	ND		ug/Kg	12/22/22	8:40	MK	471614
Di-n-Octylphthalate	SW8270C	1	12.3	144	ND		ug/Kg	12/22/22	8:40	MK	471614
Benzo(b)fluorathene	SW8270C	1	12.0	144	ND		ug/Kg	12/22/22	8:40	MK	471614
benzo(k)fluorathene	SW8270C	1	8.16	144	ND		ug/Kg	12/22/22	8:40	MK	471614
Benzo(a)pyrene	SW8270C	1	9.80	144	ND		ug/Kg	12/22/22	8:40	MK	471614
Indeno(1,2,3-c,d)pyrene	SW8270C	1	13.8	144	ND		ug/Kg	12/22/22	8:40	MK	471614
Dibenzo(a,h)anthracene	SW8270C	1	12.7	144	ND		ug/Kg	12/22/22	8:40	MK	471614
Benzo(g,h,i)perylene	SW8270C	1	16.7	144	ND		ug/Kg	12/22/22	8:40	MK	471614
Pyridine	SW8270C	1	43.8	720	ND		ug/Kg	12/22/22	8:40	MK	471614
Acceptance Limits											
2-Fluorophenol (S)	SW8270C		25 - 121		58.5		%	12/22/22	8:40	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-7-5.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:10
SDG:

Lab Sample ID: 2212180-016A
Sample Matrix: Soil

Prep Method: 3546_BNA
Prep Batch ID: 1147435

Prep Batch Date/Time: 12/15/22 10:23:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Phenol-d6 (S)	SW8270C	24 - 113	58.4	%	12/22/22	8:40	MK	471614
2,4,6-Tribromophenol (S)	SW8270C	19 - 122	51.2	%	12/22/22	8:40	MK	471614
2-Fluorobiphenyl (S)	SW8270C	45 - 143	63.7	%	12/22/22	8:40	MK	471614
Nitrobenzene-d5 (S)	SW8270C	23 - 120	59.0	%	12/22/22	8:40	MK	471614
p-Terphenyl-d14 (S)	SW8270C	18 - 137	88.1	%	12/22/22	8:40	MK	471614



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-7-5.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:10
SDG:

Lab Sample ID: 2212180-016A
Sample Matrix: Soil

Prep Method: 3546_TPH
Prep Batch ID: 1147438

Prep Batch Date/Time: 12/15/22 11:23:00AM
Prep Analyst: AKIZ

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
TPH as Diesel	SW8015B	1	0.66	2.0	ND		mg/Kg	12/16/22	21:04	SN	471562
TPH as Motor Oil	SW8015B	1	0.76	5.0	5.74		mg/Kg	12/16/22	21:04	SN	471562
Acceptance Limits					108		%	12/16/22	21:04	SN	471562
Pentacosane (S)	SW8015B		45 - 130								



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID:	LB-7-5.0	Lab Sample ID:	2212180-016A
Project Name/Location:	772 Pacific Street	Sample Matrix:	Soil
Project Number:	731764201		
Date/Time Sampled:	12/13/22 / 22:10		
SDG:			

Prep Method:	5035	Prep Batch Date/Time:	12/15/22 11:09:00AM
Prep Batch ID:	1147461	Prep Analyst:	JZHAO

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Dichlorodifluoromethane	SW8260B	1	1.2	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
Chloromethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
Vinyl Chloride	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
Bromomethane	SW8260B	1	2.7	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
Chloroethane	SW8260B	1	3.0	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
Trichlorofluoromethane	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
1,1-Dichloroethene	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
Freon 113	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
Methylene Chloride	SW8260B	1	7.1	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
trans-1,2-Dichloroethene	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
MTBE	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
TBA	SW8260B	1	12	50	ND		ug/Kg	12/15/22	21:35	JZ	471460
Diisopropyl ether	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
1,1-Dichloroethane	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
Ethyl tert-Butyl ether	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
cis-1,2-Dichloroethene	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
2,2-Dichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
Bromochloromethane	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
Chloroform	SW8260B	1	2.4	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
Carbon Tetrachloride	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
1,1,1-Trichloroethane	SW8260B	1	2.1	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
1,1-Dichloropropene	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
Benzene	SW8260B	1	2.2	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
TAME	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
1,2-Dichloroethane	SW8260B	1	2.3	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
Trichloroethene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
Dibromomethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
1,2-Dichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
Bromodichloromethane	SW8260B	1	2.0	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
cis-1,3-Dichloropropene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
Toluene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
Tetrachloroethene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
trans-1,3-Dichloropropene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
1,1,2-Trichloroethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
Dibromochloromethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
1,3-Dichloropropane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
1,2-Dibromoethane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
Chlorobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	21:35	JZ	471460



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm

Date Reported: 12/23/22

Client Sample ID: LB-7-5.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:10
SDG:

Lab Sample ID: 2212180-016A
Sample Matrix: Soil

Prep Method: 5035
Prep Batch ID: 1147461

Prep Batch Date/Time: 12/15/22 11:09:00AM
Prep Analyst: JZHAO

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch

The results shown below are reported using their MDL.

Ethylbenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
1,1,1,2-Tetrachloroethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
m,p-Xylene	SW8260B	1	3.2	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
o-Xylene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
Styrene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
Bromoform	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
Isopropyl Benzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
n-Propylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
Bromobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
1,1,2,2-Tetrachloroethane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
2-Chlorotoluene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
1,3,5-Trimethylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
1,2,3-Trichloropropane	SW8260B	1	1.9	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
4-Chlorotoluene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
tert-Butylbenzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
1,2,4-Trimethylbenzene	SW8260B	1	1.4	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
sec-Butyl Benzene	SW8260B	1	1.6	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
p-Isopropyltoluene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
1,3-Dichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
1,4-Dichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
n-Butylbenzene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
1,2-Dichlorobenzene	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
1,2-Dibromo-3-Chloropropane	SW8260B	1	1.8	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
Hexachlorobutadiene	SW8260B	1	1.4	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
1,2,4-Trichlorobenzene	SW8260B	1	1.5	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
Naphthalene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
1,2,3-Trichlorobenzene	SW8260B	1	1.7	10	ND		ug/Kg	12/15/22	21:35	JZ	471460
2-Butanone	SW8260B	1	2.3	10.0	ND		ug/Kg	12/15/22	21:35	JZ	471460
(S) Dibromofluoromethane	SW8260B		59.8 - 148		110		%	12/15/22	21:35	JZ	471460
(S) Toluene-d8	SW8260B		55.2 - 133		103		%	12/15/22	21:35	JZ	471460
(S) 4-Bromofluorobenzene	SW8260B		55.8 - 141		109		%	12/15/22	21:35	JZ	471460



SAMPLE RESULTS

Report prepared for: Peter Cusack
Langan

Date/Time Received: 12/15/22, 1:34 pm
Date Reported: 12/23/22

Client Sample ID: LB-7-5.0
Project Name/Location: 772 Pacific Street
Project Number: 731764201
Date/Time Sampled: 12/13/22 / 22:10
SDG:

Lab Sample ID: 2212180-016A
Sample Matrix: Soil

Prep Method: 5035GRO
Prep Batch ID: 1147462

Prep Batch Date/Time: 12/15/22 11:09:00AM
Prep Analyst: JZHAO

Parameters:	Analysis Method	DF	MDL	PQL	Results	Q	Units	Analyzed	Time	By	Analytical Batch
TPH as Gasoline	SW8260B(TPH)	1	43	100	ND		ug/Kg	12/15/22	21:35	JZ	471460
(S) 4-Bromofluorobenzene	SW8260B(TPH)		43.9 - 127		95.2		%	12/15/22	21:35	JZ	471460



MB Summary Report

Work Order:	2212180	Prep Method:	3546_BNA	Prep Date:	12/15/22	Prep Batch:	1147435
Matrix:	Soil	Analytical Method:	SW8270C	Analyzed Date:	12/15/2022	Analytical Batch:	471447
Units:	ug/Kg						

Parameters	MDL	PQL	Method Blank Conc.	Lab Qualifier	
N-Nitrosodimethylamine	46.9	720	ND		
Phenol	43.8	288	ND		
Bis(2-chloroethyl)ether	13.3	144	ND		
2-Chlorophenol	47.7	288	ND		
1,3-Dichlorobenzene	13.1	144	ND		
1,4-Dichlorobenzene	14.6	144	ND		
Benzyl Alcohol	20.5	288	ND		
1,2-Dichlorobenzene	13.5	144	ND		
2-Methylphenol (o-Cresol)	29.3	288	ND		
N-Methyl-2-Pyrrolidone (NMP)	68.0	720	ND		
3-/4-Methylphenol (p-/m-Cresol)	31.3	288	ND		
N-nitroso-di-n-propylamine	13.2	144	ND		
Hexachloroethane	17.1	144	ND		
Nitrobenzene	12.8	144	ND		
Isophorone	12.2	144	ND		
2-Nitrophenol	25.4	288	ND		
2,4-Dimethylphenol	22.8	288	ND		
Benzoic Acid	41.7	288	ND		
Bis(2-Chloroethoxy)methane	9.79	144	ND		
Bis(2-chloroisopropyl)ether	12.6	144	ND		
2,4-Dichlorophenol	39.3	288	ND		
1,2,4-Trichlorobenzene	11.8	144	ND		
Naphthalene	10.6	144	ND		
2,6-Dichlorophenol	35.8	288	ND		
Hexachloro-1,3-butadiene	8.34	144	ND		
4-Chloro-3-methylphenol	33.8	288	ND		
2-Methylnaphthalene	10.4	144	ND		
1-Methylnaphthalene	12.2	144	ND		
Hexachlorocyclopentadiene	12.9	144	ND		
2,4,6-Trichlorophenol	35.9	288	ND		
2,4,5-Trichlorophenol	33.4	288	ND		
2-Chloronaphthalene	10.6	144	ND		
1,4-Dinitrobenzene	10.3	144	ND		
Dimethyl phthalate	14.2	720	ND		
1,3-Dinitrobenzene	10.4	144	ND		
Acenaphthylene	8.28	144	ND		
2,6-Dinitrotoluene	11.3	144	ND		
1,2-Dinitrobenzene	15.8	144	ND		
Acenaphthene	10.7	144	ND		
2,4-Dinitrophenol	77.6	720	ND		
4-Nitrophenol	54.7	720	ND		
Dibenzofuran	11.2	144	ND		
2,4-Dinitrotoluene	12.1	144	ND		
2,3,5,6-Tetrachlorophenol	27.6	288	ND		
2,3,4,6-Tetrachlorophenol	31.5	288	ND		



MB Summary Report

Work Order:	2212180	Prep Method:	3546_BNA	Prep Date:	12/15/22	Prep Batch:	1147435
Matrix:	Soil	Analytical Method:	SW8270C	Analyzed Date:	12/15/2022	Analytical Batch:	471447
Units:	ug/Kg						

Parameters	MDL	PQL	Method Blank Conc.	Lab Qualifier
Diethylphthalate	13.6	720	ND	
Fluorene	10.3	144	ND	
4-Chlorophenyl-phenylether	9.32	144	ND	
4,6-Dinitro-2-methylphenol	13.4	288	ND	
Diphenylamine	13.0	144	ND	
Azobenzene	114	144	ND	
4-Bromophenyl-phenylether	8.23	144	ND	
Hexachlorobenzene	8.66	144	ND	
Pentachlorophenol	25.0	288	ND	
Phenanthrene	9.32	144	ND	
Anthracene	8.91	144	ND	
Carbazole	10.7	144	ND	
Di-n-butylphthalate	13.5	144	ND	
Fluoranthene	10.0	144	ND	
Benzidine	147	144	ND	
Pyrene	12.0	144	29.0	
Butylbenzylphthalate	21.0	720	ND	
Benzo(a)anthracene	9.80	144	ND	
3,3-Dichlorobenzidine	118	144	ND	
Chrysene	15.2	144	ND	
Bis(2-Ethylhexyl)phthalate	15.3	720	ND	
Di-n-Octylphthalate	12.3	144	ND	
Benzo(b)fluorathene	12.0	144	ND	
benzo(k)fluorathene	8.16	144	ND	
Benzo(a)pyrene	9.80	144	ND	
Indeno(1,2,3-c,d)pyrene	13.8	144	ND	
Dibenzo(a,h)anthracene	12.7	144	ND	
Benzo(g,h,i)perylene	12.7	144	ND	
Pyridine	43.8	720	ND	
2-Fluorophenol (S)			67.0	
Phenol-d6 (S)			67.7	
2,4,6-Tribromophenol (S)			98.8	
2-Fluorobiphenyl (S)			70.5	
Nitrobenzene-d5 (S)			70.6	
p-Terphenyl-d14 (S)			109	



MB Summary Report

Work Order:	2212180	Prep Method:	3546_TPH	Prep Date:	12/15/22	Prep Batch:	1147438
Matrix:	Soil	Analytical Method:	SW8015B	Analyzed Date:	12/15/2022	Analytical Batch:	471477
Units:	mg/Kg						

Parameters	MDL	PQL	Method Blank Conc.	Lab Qualifier	
TPH as Diesel	0.66	2.0	1.14		
TPH as Motor Oil	0.76	5.0	1.98		
Pentacosane (S)			100		

Work Order:	2212180	Prep Method:	3546_PCB	Prep Date:	12/15/22	Prep Batch:	1147440
Matrix:	Soil	Analytical Method:	SW8082A	Analyzed Date:	12/15/2022	Analytical Batch:	471449
Units:	ug/Kg						

Parameters	MDL	PQL	Method Blank Conc.	Lab Qualifier	
Aroclor1016	35.0	100	ND		
Aroclor1221	5.00	100	ND		
Aroclor1232	17.0	100	ND		
Aroclor1242	3.00	100	ND		
Aroclor1248	2.00	100	ND		
Aroclor1254	14.0	100	ND		
Aroclor1260	24.0	100	ND		
TCMX (S)			85.0		
DCBP (S)			85.0		



MB Summary Report

Work Order:	2212180	Prep Method:	5035	Prep Date:	12/15/22	Prep Batch:	1147461
Matrix:	Soil	Analytical Method:	SW8260B	Analyzed Date:	12/15/2022	Analytical Batch:	471460
Units:	ug/Kg						

Parameters	MDL	PQL	Method Blank Conc.	Lab Qualifier	
Dichlorodifluoromethane	1.2	10	ND		
Chloromethane	1.8	10	ND		
Vinyl Chloride	2.0	10	ND		
Bromomethane	2.7	10	ND		
Chloroethane	3.0	10	ND		
Trichlorofluoromethane	2.1	10	ND		
1,1-Dichloroethene	2.0	10	ND		
Freon 113	1.9	10	ND		
Methylene Chloride	7.1	10	ND		
trans-1,2-Dichloroethene	2.1	10	ND		
MTBE	2.3	10	ND		
TBA	12	50	ND		
Diisopropyl ether	2.3	10	ND		
1,1-Dichloroethane	2.2	10	ND		
Ethyl tert-Butyl ether	2.3	10	ND		
cis-1,2-Dichloroethene	2.2	10	ND		
2,2-Dichloropropane	1.9	10	ND		
Bromochloromethane	2.3	10	ND		
Chloroform	2.4	10	ND		
Carbon Tetrachloride	2.1	10	ND		
1,1,1-Trichloroethane	2.1	10	ND		
1,1-Dichloropropene	2.0	10	ND		
Benzene	2.2	10	ND		
TAME	2.3	10	ND		
1,2-Dichloroethane	2.3	10	ND		
Trichloroethene	1.8	10	ND		
Dibromomethane	1.8	10	ND		
1,2-Dichloropropane	1.9	10	ND		
Bromodichloromethane	2.0	10	ND		
cis-1,3-Dichloropropene	1.6	10	ND		
Toluene	1.8	10	ND		
Tetrachloroethene	1.7	10	ND		
trans-1,3-Dichloropropene	1.6	10	ND		
1,1,2-Trichloroethane	1.8	10	ND		
Dibromochloromethane	1.9	10	ND		
1,3-Dichloropropane	1.8	10	ND		
1,2-Dibromoethane	1.8	10	ND		
Chlorobenzene	1.8	10	ND		
Ethylbenzene	1.7	10	ND		
1,1,1,2-Tetrachloroethane	1.9	10	ND		
m,p-Xylene	3.2	10	ND		
o-Xylene	1.7	10	ND		
Styrene	1.6	10	ND		
Bromoform	1.7	10	ND		
Isopropyl Benzene	1.6	10	ND		



MB Summary Report

Work Order:	2212180	Prep Method:	5035	Prep Date:	12/15/22	Prep Batch:	1147461
Matrix:	Soil	Analytical Method:	SW8260B	Analyzed Date:	12/15/2022	Analytical Batch:	471460
Units:	ug/Kg						

Parameters	MDL	PQL	Method Blank Conc.	Lab Qualifier	
n-Propylbenzene	1.6	10	ND		
Bromobenzene	1.8	10	ND		
1,1,2,2-Tetrachloroethane	1.9	10	ND		
2-Chlorotoluene	1.8	10	ND		
1,3,5-Trimethylbenzene	1.6	10	ND		
1,2,3-Trichloropropane	1.9	10	ND		
4-Chlorotoluene	1.6	10	ND		
tert-Butylbenzene	1.6	10	ND		
1,2,4-Trimethylbenzene	1.4	10	ND		
sec-Butyl Benzene	1.6	10	ND		
p-Isopropyltoluene	1.5	10	ND		
1,3-Dichlorobenzene	1.7	10	ND		
1,4-Dichlorobenzene	1.7	10	ND		
n-Butylbenzene	1.5	10	ND		
1,2-Dichlorobenzene	1.8	10	ND		
1,2-Dibromo-3-Chloropropane	1.8	10	ND		
Hexachlorobutadiene	1.4	10	ND		
1,2,4-Trichlorobenzene	1.5	10	4.2	J	
Naphthalene	1.7	10	6.6	J	
1,2,3-Trichlorobenzene	1.7	10	5.4	J	
2-Butanone	2.3	10	ND		
(S) Dibromofluoromethane			104		
(S) Toluene-d8			98.3		
(S) 4-Bromofluorobenzene			107		

Work Order:	2212180	Prep Method:	5035GRO	Prep Date:	12/15/22	Prep Batch:	1147462
Matrix:	Soil	Analytical Method:	SW8260B(TPH)	Analyzed Date:	12/15/2022	Analytical Batch:	471460
Units:	ug/Kg						

Parameters	MDL	PQL	Method Blank Conc.	Lab Qualifier	
TPH as Gasoline	43	100	ND		
(S) 4-Bromofluorobenzene			97.1		

Work Order:	2212180	Prep Method:	7471BP	Prep Date:	12/15/22	Prep Batch:	1147466
Matrix:	Soil	Analytical Method:	SW7471B	Analyzed Date:	12/16/2022	Analytical Batch:	471519
Units:	mg/Kg						

Parameters	MDL	PQL	Method Blank Conc.	Lab Qualifier	
Mercury	0.083	0.50	ND		



MB Summary Report

Work Order:	2212180	Prep Method:	6020S-P	Prep Date:	12/16/22	Prep Batch:	1147472
Matrix:	Soil	Analytical Method:	SW6020A	Analyzed Date:	12/19/2022	Analytical Batch:	471558
Units:	mg/Kg						

Parameters	MDL	PQL	Method Blank Conc.	Lab Qualifier	
Antimony	0.12	1.0	ND		
Arsenic	0.21	1.0	ND		
Barium	0.84	1.0	ND		
Beryllium	0.16	1.0	ND		
Cadmium	0.084	1.0	ND		
Chromium	0.097	1.0	ND		
Cobalt	0.21	1.0	ND		
Copper	0.17	2.5	ND		
Lead	0.054	1.0	ND		
Molybdenum	0.13	1.0	ND		
Nickel	1.2	5.0	ND		
Selenium	0.035	1.0	ND		
Silver	0.098	0.50	ND		
Thallium	0.34	5.0	ND		
Vanadium	0.28	25	ND		
Zinc	0.70	2.5	ND		



MB Summary Report

Work Order:	2212180	Prep Method:	3546_OCP	Prep Date:	12/16/22	Prep Batch:	1147477
Matrix:	Soil	Analytical Method:	SW8081B	Analyzed Date:	12/16/2022	Analytical Batch:	471544
Units:	ug/Kg						

Parameters	MDL	PQL	Method Blank Conc.	Lab Qualifier
alpha-BHC	0.25	2.0	ND	
gamma-BHC (Lindane)	0.71	2.0	ND	
beta-BHC	0.44	2.0	ND	
delta-BHC	0.65	2.0	ND	
Heptachlor	0.27	2.0	ND	
Aldrin	0.29	2.0	ND	
Heptachlor Epoxide	0.31	2.0	ND	
gamma-Chlordane	1.5	3.0	ND	
alpha-Chlordane	0.36	2.0	ND	
4,4'-DDE	0.61	2.0	ND	
Endosulfan I	0.29	2.0	ND	
Dieldrin	0.25	2.0	ND	
Endrin	0.79	2.0	ND	
4,4'-DDD	0.64	2.0	ND	
Endosulfan II	0.34	2.0	ND	
4,4'-DDT	0.74	2.0	ND	
Endrin Aldehyde	0.51	2.0	ND	
Methoxychlor	2.6	6.0	ND	
Endosulfan Sulfate	0.51	2.0	ND	
Endrin Ketone	0.43	2.0	ND	
Chlordane, Technical	2.7	20	ND	
Toxaphene	22	50	ND	
Tetrachloro-M-Xylene (S)			75.8	
Decachlorobiphenyl (S)			81.0	



MB Summary Report

Work Order:	2212180	Prep Method:	5035	Prep Date:	12/15/22	Prep Batch:	1147485
Matrix:	Soil	Analytical Method:	SW8260B	Analyzed Date:	12/15/2022	Analytical Batch:	471486
Units:	ug/Kg						

Parameters	MDL	PQL	Method Blank Conc.	Lab Qualifier
Dichlorodifluoromethane	1.2	10	2.3	
Chloromethane	1.8	10	ND	
Vinyl Chloride	2.0	10	ND	
Bromomethane	2.7	10	ND	
Chloroethane	3.0	10	ND	
Trichlorofluoromethane	2.1	10	ND	
1,1-Dichloroethene	2.0	10	ND	
Freon 113	1.9	10	ND	
Methylene Chloride	7.1	10	ND	
trans-1,2-Dichloroethene	2.1	10	ND	
MTBE	2.3	10	ND	
TBA	12	50	ND	
Diisopropyl ether	2.3	10	ND	
1,1-Dichloroethane	2.2	10	ND	
Ethyl tert-Butyl ether	2.3	10	ND	
cis-1,2-Dichloroethene	2.2	10	ND	
2,2-Dichloropropane	1.9	10	ND	
Bromochloromethane	2.3	10	ND	
Chloroform	2.4	10	ND	
Carbon Tetrachloride	2.1	10	ND	
1,1,1-Trichloroethane	2.1	10	ND	
1,1-Dichloropropene	2.0	10	ND	
Benzene	2.2	10	ND	
TAME	2.3	10	ND	
1,2-Dichloroethane	2.3	10	ND	
Trichloroethene	1.8	10	ND	
Dibromomethane	1.8	10	ND	
1,2-Dichloropropane	1.9	10	ND	
Bromodichloromethane	2.0	10	ND	
cis-1,3-Dichloropropene	1.6	10	ND	
Toluene	1.8	10	ND	
Tetrachloroethene	1.7	10	ND	
trans-1,3-Dichloropropene	1.6	10	ND	
1,1,2-Trichloroethane	1.8	10	ND	
Dibromochloromethane	1.9	10	ND	
1,3-Dichloropropane	1.8	10	ND	
1,2-Dibromoethane	1.8	10	ND	
Chlorobenzene	1.8	10	ND	
Ethylbenzene	1.7	10	ND	
1,1,1,2-Tetrachloroethane	1.9	10	ND	
m,p-Xylene	3.2	10	ND	
o-Xylene	1.7	10	ND	
Styrene	1.6	10	ND	
Bromoform	1.7	10	ND	
Isopropyl Benzene	1.6	10	ND	



MB Summary Report

Work Order:	2212180	Prep Method:	5035	Prep Date:	12/15/22	Prep Batch:	1147485
Matrix:	Soil	Analytical Method:	SW8260B	Analyzed Date:	12/15/2022	Analytical Batch:	471486
Units:	ug/Kg						

Parameters	MDL	PQL	Method Blank Conc.	Lab Qualifier	
n-Propylbenzene	1.6	10	ND		
Bromobenzene	1.8	10	ND		
1,1,2,2-Tetrachloroethane	1.9	10	ND		
2-Chlorotoluene	1.8	10	ND		
1,3,5-Trimethylbenzene	1.6	10	ND		
1,2,3-Trichloropropane	1.9	10	ND		
4-Chlorotoluene	1.6	10	ND		
tert-Butylbenzene	1.6	10	ND		
1,2,4-Trimethylbenzene	1.4	10	ND		
sec-Butyl Benzene	1.6	10	ND		
p-Isopropyltoluene	1.5	10	ND		
1,3-Dichlorobenzene	1.7	10	ND		
1,4-Dichlorobenzene	1.7	10	ND		
n-Butylbenzene	1.5	10	ND		
1,2-Dichlorobenzene	1.8	10	ND		
1,2-Dibromo-3-Chloropropane	1.8	10	ND		
Hexachlorobutadiene	1.4	10	ND		
1,2,4-Trichlorobenzene	1.5	10	ND		
Naphthalene	1.7	10	ND		
1,2,3-Trichlorobenzene	1.7	10	ND		
2-Butanone	2.3	10	2.3		
(S) Dibromofluoromethane			91.0		
(S) Toluene-d8			81.0		
(S) 4-Bromofluorobenzene			85.0		

Work Order:	2212180	Prep Method:	5035GRO	Prep Date:	12/15/22	Prep Batch:	1147488
Matrix:	Soil	Analytical Method:	SW8260B(TPH)	Analyzed Date:	12/15/2022	Analytical Batch:	471486
Units:	ug/Kg						

Parameters	MDL	PQL	Method Blank Conc.	Lab Qualifier	
TPH as Gasoline	43	100	ND		
(S) 4-Bromofluorobenzene			110		

Work Order:	2212180	Prep Method:	9010P	Prep Date:	12/17/22	Prep Batch:	1147517
Matrix:	Soil	Analytical Method:	SW9014	Analyzed Date:	12/17/2022	Analytical Batch:	471507
Units:	mg/Kg						

Parameters	MDL	PQL	Method Blank Conc.	Lab Qualifier	
Cyanide, Total	0.24	1.5	ND		



MB Summary Report

Work Order:	2212180	Prep Method:	1311/3010A	Prep Date:	12/29/22	Prep Batch:	1147709
Matrix:	Soil	Analytical Method:	SW6010B-TCLP	Analyzed Date:	12/30/2022	Analytical Batch:	471711
Units:	mg/L						

Parameters	MDL	PQL	Method Blank Conc.	Lab Qualifier	
Arsenic (TCLP)	0.40	0.20	ND		
Barium (TCLP)	0.020	0.20	ND		
Cadmium (TCLP)	0.040	0.20	ND		
Chromium (TCLP)	0.010	0.20	ND		
Lead (TCLP)	0.050	0.20	ND		
Selenium (TCLP)	0.090	0.20	ND		
Silver (TCLP)	0.020	0.20	ND		

Work Order:	2212180	Prep Method:	WET/3010B	Prep Date:	12/30/22	Prep Batch:	1147721
Matrix:	Soil	Analytical Method:	SW6010B-STLC	Analyzed Date:	1/3/2023	Analytical Batch:	471719
Units:	mg/L						

Parameters	MDL	PQL	Method Blank Conc.	Lab Qualifier	
Chromium (STLC)	0.010	0.20	0.025		
Copper (STLC)	0.020	0.20	ND		
Lead (STLC)	0.050	0.20	ND		



LCS/LCSD Summary Report

Raw values are used in quality control assessment.

Work Order:	2212180	Prep Method:	3546_BNA	Prep Date:	12/15/22	Prep Batch:	1147435
Matrix:	Soil	Analytical Method:	SW8270C	Analyzed Date:	12/15/2022	Analytical Batch:	471447
Units:	ug/Kg						

Parameters	MDL	PQL	Method Blank Conc.	Spike Conc.	LCS % Recovery	LCSD % Recovery	LCS/LCSD % RPD	% Recovery Limits	% RPD Limits	Lab Qualifier
Phenol	43.8	288	ND	1600	80.6	74.5	8.06	40 - 100	30	
2-Chlorophenol	47.7	288	ND	1600	77.4	74.8	3.28	45 - 105	30	
Bis(2-chloroethyl)ether	14.6	144	ND	800	75.8	73.4	3.35	35 - 105	30	
N-nitroso-di-n-propylamine	13.2	144	ND	1600	60.1	56.6	5.89	40 - 115	30	
1,2,4-Trichlorobenzene	11.8	144	ND	800	76.1	72.7	4.53	45 - 110	30	
1,4-Dichlorobenzene	33.8	288	ND	1600	85.3	80.3	6.06	45 - 110	30	
Acenaphthene	10.7	144	ND	800	82.7	82.7	0.000	45 - 110	30	
4-Nitrophenol	54.7	720	ND	1600	52.8	51.3	2.88	15 - 140	30	
2,4-Dinitrotoluene	12.1	144	ND	800	78.0	78.9	1.12	50 - 115	30	
N-Methyl-2-Pyrrolidone (NMP)	12.0	144	ND	1600	105	101	3.64	25 - 120	30	
Pyrene	12.0	144		800	79.4	76.3	4.17	45 - 145	30	
2-Fluorophenol (S)				22200	75.2	68.6		25 - 121		
Phenol-d6 (S)				22200	77.7	72.4		24 - 113		
2,4,6-Tribromophenol (S)				22200	96.3	97.7		19 - 122		
2-Fluorobiphenyl (S)				11100	72.7	74.0		30 - 143		
Nitrobenzene-d5 (S)				11100	72.4	78.2		23 - 120		
p-Terphenyl-d14 (S)				11100	94.6	94.0		18 - 137		

Work Order:	2212180	Prep Method:	3546_TPH	Prep Date:	12/15/22	Prep Batch:	1147438
Matrix:	Soil	Analytical Method:	SW8015B	Analyzed Date:	12/15/2022	Analytical Batch:	471477
Units:	mg/Kg						

Parameters	MDL	PQL	Method Blank Conc.	Spike Conc.	LCS % Recovery	LCSD % Recovery	LCS/LCSD % RPD	% Recovery Limits	% RPD Limits	Lab Qualifier
TPH as Diesel	0.66	2.0	1.14	25.0	84.3	82.3	2.40	52 - 115	30	
Pentacosane (S)				200	109	100		45 - 130		

Work Order:	2212180	Prep Method:	3546_PCB	Prep Date:	12/15/22	Prep Batch:	1147440
Matrix:	Soil	Analytical Method:	SW8082A	Analyzed Date:	12/15/2022	Analytical Batch:	471449
Units:	ug/Kg						

Parameters	MDL	PQL	Method Blank Conc.	Spike Conc.	LCS % Recovery	LCSD % Recovery	LCS/LCSD % RPD	% Recovery Limits	% RPD Limits	Lab Qualifier
Aroclor1016	53	100		600	105	106	1.11	25 - 145	30	
Aroclor1260	36	100		600	82.0	85.2	3.79	30 - 145	30	
TCMX (S)				0.10	87.0	88.0		48 - 125		
DCBP (S)				0.10	83.0	84.0		48 - 135		



LCS/LCSD Summary Report

Raw values are used in quality control assessment.

Work Order:	2212180	Prep Method:	5035	Prep Date:	12/15/22	Prep Batch:	1147461
Matrix:	Soil	Analytical Method:	SW8260B	Analyzed Date:	12/15/2022	Analytical Batch:	471460
Units:	ug/Kg						

Parameters	MDL	PQL	Method Blank Conc.	Spike Conc.	LCS % Recovery	LCSD % Recovery	LCS/LCSD % RPD	% Recovery Limits	% RPD Limits	Lab Qualifier
1,1-Dichloroethene	2.0	10	ND	50.0	98.5	100	1.81	53.7 - 139	30	
Benzene	2.2	10	ND	50.0	110	111	0.181	66.5 - 135	30	
Trichloroethene	1.8	10	ND	50.0	111	111	0.181	57.5 - 150	30	
Toluene	1.8	10	ND	50.0	108	106	1.31	56.8 - 134	30	
Chlorobenzene	1.8	10	ND	50.0	109	108	0.922	57.4 - 134	30	
(S) Dibromofluoromethane				50.0	107	109		59.8 - 148		
(S) Toluene-d8				50.0	107	107		55.2 - 133		
(S) 4-Bromofluorobenzene				50.0	110	107		55.8 - 141		

Work Order:	2212180	Prep Method:	5035GRO	Prep Date:	12/15/22	Prep Batch:	1147462
Matrix:	Soil	Analytical Method:	SW8260B(TPH)	Analyzed Date:	12/15/2022	Analytical Batch:	471460
Units:	ug/Kg						

Parameters	MDL	PQL	Method Blank Conc.	Spike Conc.	LCS % Recovery	LCSD % Recovery	LCS/LCSD % RPD	% Recovery Limits	% RPD Limits	Lab Qualifier
TPH as Gasoline	43	100	ND	1000	111	100	10.4	48.2 - 132	30	
(S) 4-Bromofluorobenzene				50	107	108		43.9 - 127		

Work Order:	2212180	Prep Method:	7471BP	Prep Date:	12/15/22	Prep Batch:	1147466
Matrix:	Soil	Analytical Method:	SW7471B	Analyzed Date:	12/16/2022	Analytical Batch:	471519
Units:	mg/Kg						

Parameters	MDL	PQL	Method Blank Conc.	Spike Conc.	LCS % Recovery	LCSD % Recovery	LCS/LCSD % RPD	% Recovery Limits	% RPD Limits	Lab Qualifier
Mercury	0.047	0.50	ND	1.25	88.3	93.5	6.17	85 - 115	30	



LCS/LCSD Summary Report

Raw values are used in quality control assessment.

Work Order:	2212180	Prep Method:	6020S-P	Prep Date:	12/16/22	Prep Batch:	1147472
Matrix:	Soil	Analytical Method:	SW6020A	Analyzed Date:	12/19/2022	Analytical Batch:	471558
Units:	mg/Kg						

Parameters	MDL	PQL	Method Blank Conc.	Spike Conc.	LCS % Recovery	LCSD % Recovery	LCS/LCSD % RPD	% Recovery Limits	% RPD Limits	Lab Qualifier
Antimony	0.12	1.0	ND	25	105	105	0.382	80 - 120	30	
Arsenic	0.21	1.0	ND	25	105	106	1.14	80 - 120	30	
Barium	0.84	1.0	ND	25	106	105	0.758	80 - 120	30	
Beryllium	0.16	1.0	ND	25	107	109	1.11	80 - 120	30	
Cadmium	0.084	1.0	ND	25	105	107	1.13	80 - 120	30	
Chromium	0.097	1.0	ND	25	106	106	0.000	80 - 120	30	
Cobalt	0.21	1.0	ND	25	106	107	0.752	80 - 120	30	
Copper	0.17	2.5	ND	25	104	105	0.382	80 - 120	30	
Lead	0.054	1.0	ND	25	106	107	1.50	80 - 120	30	
Molybdenum	0.13	1.0	ND	25	105	106	1.14	80 - 120	30	
Nickel	1.2	5.0	ND	25	106	106	0.000	80 - 120	30	
Selenium	0.035	2.5	ND	25	104	105	1.53	80 - 120	30	
Silver	0.098	1.0	ND	25	83.2	84.4	1.43	80 - 120	30	
Thallium	0.34	5.0	ND	25	106	106	0.755	80 - 120	30	
Vanadium	0.28	25	ND	25	104	104	0.384	80 - 120	30	
Zinc	0.70	2.5	ND	25	108	110	1.47	80 - 120	30	

Work Order:	2212180	Prep Method:	3546_OCP	Prep Date:	12/16/22	Prep Batch:	1147477
Matrix:	Soil	Analytical Method:	SW8081B	Analyzed Date:	12/16/2022	Analytical Batch:	471544
Units:	ug/Kg						

Parameters	MDL	PQL	Method Blank Conc.	Spike Conc.	LCS % Recovery	LCSD % Recovery	LCS/LCSD % RPD	% Recovery Limits	% RPD Limits	Lab Qualifier
gamma-BHC (Lindane)	0.16	2.0	ND	40	87.2	84.8	2.91	25 - 135	30	
Heptachlor	0.11	2.0	ND	40	92.6	89.4	3.57	40 - 130	30	
Aldrin	0.20	2.0	ND	40	86.5	83.8	3.23	25 - 140	30	
delta-BHC	0.15	2.0	ND	40	89.5	86.9	3.12	60 - 130	30	
Heptachlor	0.19	2.0	ND	40	96.1	93.2	3.17	55 - 135	30	
4,4'-DDT	0.13	2.0	ND	40	94.0	91.1	3.24	45 - 140	30	
Tetrachloro-M-Xylene (S)				100	76.4	77.9		48 - 125		
Decachlorobiphenyl (S)				100	80.5	82.4		38 - 135		



LCS/LCSD Summary Report

Raw values are used in quality control assessment.

Work Order:	2212180	Prep Method:	5035	Prep Date:	12/15/22	Prep Batch:	1147485
Matrix:	Soil	Analytical Method:	SW8260B	Analyzed Date:	12/15/2022	Analytical Batch:	471486
Units:	ug/Kg						

Parameters	MDL	PQL	Method Blank Conc.	Spike Conc.	LCS % Recovery	LCSD % Recovery	LCS/LCSD % RPD	% Recovery Limits	% RPD Limits	Lab Qualifier
1,1-Dichloroethene	2.0	10	2.3	50.0	80.7	78.0	3.28	53.7 - 139	30	
Benzene	2.2	10	ND	50.0	87.6	81.4	7.34	66.5 - 135	30	
Trichloroethene	1.8	10	ND	50.0	86.9	82.0	5.92	57.5 - 150	30	
Toluene	1.8	10	ND	50.0	93.1	86.1	7.59	56.8 - 134	30	
Chlorobenzene	1.8	10	ND	50.0	91.9	87.6	4.68	57.4 - 134	30	
(S) Dibromofluoromethane				50.0	104	107		59.8 - 148		
(S) Toluene-d8				50.0	93.7	86.8		55.2 - 133		
(S) 4-Bromofluorobenzene				50.0	95.0	92.1		55.8 - 141		

Work Order:	2212180	Prep Method:	5035GRO	Prep Date:	12/15/22	Prep Batch:	1147488
Matrix:	Soil	Analytical Method:	SW8260B(TPH)	Analyzed Date:	12/15/2022	Analytical Batch:	471486
Units:	ug/Kg						

Parameters	MDL	PQL	Method Blank Conc.	Spike Conc.	LCS % Recovery	LCSD % Recovery	LCS/LCSD % RPD	% Recovery Limits	% RPD Limits	Lab Qualifier
TPH as Gasoline	43	100	ND	1000	115	116	0.866	48.2 - 132	30	
(S) 4-Bromofluorobenzene				50	120	120		43.9 - 127		

Work Order:	2212180	Prep Method:	9010P	Prep Date:	12/17/22	Prep Batch:	1147517
Matrix:	Soil	Analytical Method:	SW9014	Analyzed Date:	12/17/2022	Analytical Batch:	471507
Units:	mg/Kg						

Parameters	MDL	PQL	Method Blank Conc.	Spike Conc.	LCS % Recovery	LCSD % Recovery	LCS/LCSD % RPD	% Recovery Limits	% RPD Limits	Lab Qualifier
Cyanide, Total	0.24	1.5	ND	5	92.0	91.0	1.09	80 - 120	30	

Work Order:	2212180	Prep Method:	1311/3010A	Prep Date:	12/29/22	Prep Batch:	1147709
Matrix:	Soil	Analytical Method:	SW6010B-TCLP	Analyzed Date:	12/30/2022	Analytical Batch:	471711
Units:	mg/L						

Parameters	MDL	PQL	Method Blank Conc.	Spike Conc.	LCS % Recovery	LCSD % Recovery	LCS/LCSD % RPD	% Recovery Limits	% RPD Limits	Lab Qualifier
Arsenic (TCLP)	0.20	0.40	ND	10	95.5	94.8	0.736	80 - 120	20	
Barium (TCLP)	0.020	0.20	ND	10	94.8	94.1	0.741	80 - 120	20	
Cadmium (TCLP)	0.040	0.20	ND	10	94.0	92.9	1.18	80 - 120	20	
Chromium (TCLP)	0.010	0.20	ND	10	93.6	93.0	0.643	80 - 120	20	
Lead (TCLP)	0.050	0.20	ND	10	92.9	92.5	0.432	80 - 120	20	
Selenium (TCLP)	0.090	0.20	ND	10	98.7	97.9	0.814	80 - 120	20	
Silver (TCLP)	0.020	0.20	ND	10	95.4	94.7	0.736	80 - 120	20	



LCS/LCSD Summary Report

Raw values are used in quality control assessment.

Work Order:	2212180	Prep Method:	WET/3010B	Prep Date:	12/30/22	Prep Batch:	1147721
Matrix:	Soil	Analytical Method:	SW6010B-STLC	Analyzed Date:	1/3/2023	Analytical Batch:	471719
Units:	mg/L						

Parameters	MDL	PQL	Method Blank Conc.	Spike Conc.	LCS % Recovery	LCSD % Recovery	LCS/LCSD % RPD	% Recovery Limits	% RPD Limits	Lab Qualifier
Chromium (STLC)	0.010	0.20	0.025	10	94.6	95.4	0.842	80 - 120	20	
Copper (STLC)	0.020	0.20	ND	10	105	106	0.948	80 - 120	20	
Lead (STLC)	0.050	0.20	ND	10	94.0	94.8	0.847	80 - 120	20	



MS/MSD Summary Report

Raw values are used in quality control assessment.

Work Order:	2212180	Prep Method:	3546_BNA	Prep Date:	12/15/22	Prep Batch:	1147435
Matrix:	Soil	Analytical Method:	SW8270C	Analyzed Date:	12/22/2022	Analytical Batch:	471614
Spiked Sample:	2212180-008A						
Units:	ug/Kg						

Parameters	MDL	PQL	Sample Conc.	Spike Conc.	MS % Recovery	MSD % Recovery	MS/MSD % RPD	% Recovery Limits	% RPD Limits	Lab Qualifier
Phenol	43.8	288	ND	1600	58.5	58.3	0.320	40 - 100	30	
2-Chlorophenol	47.7	288	ND	1600	55.2	58.4	5.61	45 - 105	30	
1,4-Dichlorobenzene	14.6	144	ND	800	62.0	64.6	4.15	35 - 105	30	
N-nitroso-di-n-propylamine	13.2	144	ND	1600	65.1	68.1	4.69	40 - 115	30	
1,2,4-Trichlorobenzene	11.8	144	ND	800	63.1	66.4	5.22	45 - 110	30	
4-Chloro-3-methylphenol	33.8	288	ND	1600	67.4	70.5	4.52	45 - 110	30	
Acenaphthene	10.7	144	ND	800	71.8	74.8	3.92	45 - 110	30	
4-Nitrophenol	54.7	720	ND	1600	50.9	64.7	23.4	15 - 140	30	
2,4-Dinitrotoluene	12.1	144	ND	800	71.8	77.5	7.53	50 - 115	30	
Pentachlorophenol	9.32	144	ND	1600	45.0	45.6	1.51	25 - 120	30	
Pyrene	12.0	144	ND	800	66.0	70.0	5.77	45 - 145	30	
2-Fluorophenol (S)				22200	60.0	64.2		25 - 121		
Phenol-d6 (S)				22200	66.3	64.1		24 - 113		
2,4,6-Tribromophenol (S)				22200	54.6	59.6		19 - 122		
2-Fluorobiphenyl (S)				11100	63.5	65.6		30 - 143		
Nitrobenzene-d5 (S)				11100	64.2	69.2		23 - 120		
p-Terphenyl-d14 (S)				11100	74.7	78.8		18 - 137		

Work Order:	2212180	Prep Method:	3546_TPH	Prep Date:	12/15/22	Prep Batch:	1147438
Matrix:	Soil	Analytical Method:	SW8015B	Analyzed Date:	12/16/2022	Analytical Batch:	471562
Spiked Sample:	2212180-007A						
Units:	mg/Kg						

Parameters	MDL	PQL	Sample Conc.	Spike Conc.	MS % Recovery	MSD % Recovery	MS/MSD % RPD	% Recovery Limits	% RPD Limits	Lab Qualifier
TPH as Diesel	0.663	2.00	ND	25.0	89.2	77.5	13.2	52 - 115	30	
Pentacosane (S)				200	119	102		45 - 130		

Work Order:	2212180	Prep Method:	3546_PCB	Prep Date:	12/15/22	Prep Batch:	1147440
Matrix:	Soil	Analytical Method:	SW8082A	Analyzed Date:	12/16/2022	Analytical Batch:	471516
Spiked Sample:	2212180-007A						
Units:	ug/Kg						

Parameters	MDL	PQL	Sample Conc.	Spike Conc.	MS % Recovery	MSD % Recovery	MS/MSD % RPD	% Recovery Limits	% RPD Limits	Lab Qualifier
Aroclor1016	53.0	100	ND	600	111	112	1.34	25 - 145	30	
Aroclor1260	36.0	100	ND	600	95.8	96.8	1.04	30 - 145	30	
TCMX (S)				0.10	92.0	93.0		48 - 125		
DCBP (S)				0.10	96.0	95.0		48 - 135		



MS/MSD Summary Report

Raw values are used in quality control assessment.

Work Order:	2212180	Prep Method:	6020S-P	Prep Date:	12/16/22	Prep Batch:	1147472
Matrix:	Soil	Analytical Method:	SW6020A	Analyzed Date:	12/19/2022	Analytical Batch:	471558
Spiked Sample:	2212180-001A						
Units:	mg/Kg						

Parameters	MDL	PQL	Sample Conc.	Spike Conc.	MS % Recovery	MSD % Recovery	MS/MSD % RPD	% Recovery Limits	% RPD Limits	Lab Qualifier
Antimony	0.12	1.0	2.40	25	67.9	64.1	5.29	30.7 - 130	33	
Arsenic	0.21	1.0	7.98	25	110	104	4.89	71.0 - 121	33	
Barium	0.84	1.0	195	25	0	0	4.69	70.2 - 130	33	NR
Beryllium	0.16	1.0	ND	25	117	115	1.37	73.3 - 125	33	S
Cadmium	0.084	1.0	ND	25	115	112	3.14	88.7 - 110	33	S
Chromium	0.097	1.0	64.1	25	114	108	1.63	76.0 - 116	33	
Cobalt	0.21	1.0	3.31	25	109	106	2.99	57.4 - 122	33	
Copper	0.17	2.5	104	25	0	0	4.22	74.8 - 119	33	NR
Lead	0.054	1.0	644	25	0	0	3.91	57.9 - 118	33	NR
Molybdenum	0.13	1.0	ND	25	106	103	3.00	62.9 - 123	33	
Nickel	1.2	5.0	23.3	25	118	107	5.45	61.5 - 122	33	
Selenium	0.035	2.5	ND	25	108	103	5.02	62.0 - 111	33	
Silver	0.098	1.0	ND	25	92.3	87.4	5.17	81.1 - 109	33	
Thallium	0.34	5.0	ND	25	113	110	2.50	39.2 - 125	33	
Vanadium	0.28	25	35.7	25	128	120	3.00	65.8 - 122	33	S
Zinc	0.70	2.5	178	25	0	0	4.90	59.9 - 122	33	NR

Work Order:	2212180	Prep Method:	3546_OCP	Prep Date:	12/16/22	Prep Batch:	1147477
Matrix:	Soil	Analytical Method:	SW8081B	Analyzed Date:	12/17/2022	Analytical Batch:	471572
Spiked Sample:	2212180-009A						
Units:	ug/Kg						

Parameters	MDL	PQL	Sample Conc.	Spike Conc.	MS % Recovery	MSD % Recovery	MS/MSD % RPD	% Recovery Limits	% RPD Limits	Lab Qualifier
gamma-BHC (Lindane)	0.159	2.00	ND	40	82.1	82.4	0.608	25 - 135	30	
Heptachlor	0.105	2.00	ND	40	83.6	84.0	0.597	40 - 130	30	
Aldrin	0.195	2.00	ND	40	82.9	83.2	0.301	25 - 140	30	
Dieldrin	0.148	2.00	ND	40	85.2	86.0	0.876	60 - 130	30	
Endrin	0.188	2.00	ND	40	92.7	92.3	0.541	55 - 135	30	
4,4'-DDT	0.129	2.00	ND	40	89.2	91.1	1.94	45 - 140	30	
Tetrachloro-M-Xylene (S)				100	73.4	72.6		48 - 125		
Decachlorobiphenyl (S)				100	82.3	80.4		38 - 135		



MS/MSD Summary Report

Raw values are used in quality control assessment.

Work Order:	2212180	Prep Method:	5035	Prep Date:	12/15/22	Prep Batch:	1147485
Matrix:	Soil	Analytical Method:	SW8260B	Analyzed Date:	12/15/2022	Analytical Batch:	471486
Spiked Sample:	2212180-009A						
Units:	ug/Kg						

Parameters	MDL	PQL	Sample Conc.	Spike Conc.	MS % Recovery	MSD % Recovery	MS/MSD % RPD	% Recovery Limits	% RPD Limits	Lab Qualifier
1,1-Dichloroethene	2.0	10	ND	50	74.5	87.4	15.8	55 - 125	30	
Benzene	2.2	10	ND	50	85.9	102	17.0	55 - 125	30	
Trichloroethene	1.8	10	ND	50	81.5	93.0	13.3	55 - 125	30	
Toluene	1.8	10	ND	50	87.1	100	14.1	55 - 125	30	
Chlorobenzene	1.8	10	ND	50	87.8	103	15.7	55 - 125	30	
(S) Dibromofluoromethane				50	84.6	111		59.8 - 148		
(S) Toluene-d8				50	87.3	98.8		55.2 - 133		
(S) 4-Bromofluorobenzene				50	85.9	96.4		55.8 - 141		

Work Order:	2212180	Prep Method:	9010P	Prep Date:	12/17/22	Prep Batch:	1147517
Matrix:	Soil	Analytical Method:	SW9014	Analyzed Date:	12/17/2022	Analytical Batch:	471507
Spiked Sample:	2212180-009A						
Units:	mg/Kg						

Parameters	MDL	PQL	Sample Conc.	Spike Conc.	MS % Recovery	MSD % Recovery	MS/MSD % RPD	% Recovery Limits	% RPD Limits	Lab Qualifier
Cyanide, Total	0.24	1.5	ND	5	78.0	78.0	0.000	75 - 125	20	

Work Order:	2212180	Prep Method:	1311/3010A	Prep Date:	12/29/22	Prep Batch:	1147709
Matrix:	Soil	Analytical Method:	SW6010B-TCLP	Analyzed Date:	12/30/2022	Analytical Batch:	471711
Spiked Sample:	2212180-001A						
Units:	mg/L						

Parameters	MDL	PQL	Sample Conc.	Spike Conc.	MS % Recovery	MSD % Recovery	MS/MSD % RPD	% Recovery Limits	% RPD Limits	Lab Qualifier
Lead (TCLP)	0.0500	0.200	ND	10	92.1	91.4	0.762	75 - 125	20	

Work Order:	2212180	Prep Method:	WET/3010B	Prep Date:	12/30/22	Prep Batch:	1147721
Matrix:	Soil	Analytical Method:	SW6010B-STLC	Analyzed Date:	1/3/2023	Analytical Batch:	471719
Spiked Sample:	2212180-015A						
Units:	mg/L						

Parameters	MDL	PQL	Sample Conc.	Spike Conc.	MS % Recovery	MSD % Recovery	MS/MSD % RPD	% Recovery Limits	% RPD Limits	Lab Qualifier
Chromium (STLC)	0.0100	0.200	ND	10	91.7	91.9	0.216	75 - 125	20	



Duplicate QC Summary Report

Work Order:	2212180	Prep Method:	9045C	Prep Date:	12/19/2022	Prep Batch:	1147568
Matrix:		Analytical Method:	SW9045D	Analyzed Date:	12/19/22	Analytical Batch:	471547
Units:						Lab Sample ID: 2212180-008A-DUP-1147568	

Parameters	<u>MDL</u>	<u>PQL</u>	<u>Sample Result</u>	<u>Duplicate Result</u>	<u>% RPD</u>	
pH in Soil	0.10	2.00	7.72	7.53	2.49	

Work Order:	2212180	Prep Method:	9045C	Prep Date:	12/19/2022	Prep Batch:	1147568
Matrix:		Analytical Method:	SW9045D	Analyzed Date:	12/19/22	Analytical Batch:	471547
Units:						Lab Sample ID: 2212180-016A-DUP-1147568	

Parameters	<u>MDL</u>	<u>PQL</u>	<u>Sample Result</u>	<u>Duplicate Result</u>	<u>% RPD</u>	
pH in Soil	0.10	2.00	7.12	6.98	1.99	



Laboratory Qualifiers and Definitions

DEFINITIONS:

Accuracy/Bias (% Recovery) - The closeness of agreement between an observed value and an accepted reference value.
Blank (Method/Preparation Blank) -MB/PB - An analyte-free matrix to which all reagents are added in the same volumes/proportions as used in sample processing. The method blank is used to document contamination resulting from the analytical process.
Duplicate - a field sample and/or laboratory QC sample prepared in duplicate following all of the same processes and procedures used on the original sample (sample duplicate, LCSD, MSD)
Laboratory Control Sample (LCS ad LCSD) - A known matrix spiked with compounds representative of the target analyte(s). This is used to document laboratory performance.
Matrix - the component or substrate that contains the analyte of interest (e.g., - groundwater, sediment, soil, waste water, etc)
Matrix Spike (MS/MSD) - Client sample spiked with identical concentrations of target analyte (s). The spiking occurs prior to the sample preparation and analysis. They are used to document the precision and bias of a method in a given sample matrix.
Method Detection Limit (MDL) - the minimum concentration of a substance that can be measured and reported with a 99% confidence that the analyte concentration is greater than zero
Practical Quantitation Limit/Reporting Limit/Limit of Quantitation (PQL/RL/LOQ) - a laboratory determined value at 2 to 5 times above the MDL that can be reproduced in a manner that results in a 99% confidence level that the result is both accurate and precise. PQLs/RLs/LODs reflect all preparation factors and/or dilution factors that have been applied to the sample during the preparation and/or analytical processes.
Precision (%RPD) - The agreement among a set of replicate/duplicate measurements without regard to known value of the replicates
Surrogate (S) or (Surr) - An organic compound which is similar to the target analyte(s) in chemical composition and behavior in the analytical process, but which is not normally found in environmental samples. Surrogates are used in most organic analysis to demonstrate matrix compatibility with the chosen method of analysis
Tentatively Identified Compound (TIC) - A compound not contained within the analytical calibration standards but present in the GCMS library of defined compounds. When the library is searched for an unknown compound, it can frequently give a tentative identification to the compound based on retention time and primary and secondary ion match. TICs are reported as estimates and are candidates for further investigation.
Units: the unit of measure used to express the reported result - mg/L and mg/Kg (equivalent to PPM - parts per million in liquid and solid), ug/L and ug/Kg (equivalent to PPB - parts per billion in liquid and solid), ug/m3 , mg/m3 , ppbv and ppmv (all units of measure for reporting concentrations in air), % (equivalent to 10000 ppm or 1,000,000 ppb), ug/Wipe (concentration found on the surface of a single Wipe usually taken over a 100cm2 surface)

LABORATORY QUALIFIERS

B - Indicates when the analyte is found in the associated method or preparation blank
D - Surrogate is not recoverable due to the necessary dilution of the sample
E - Indicates the reportable value is outside of the calibration range of the instrument but within the linear range of the instrument (unless otherwise noted) Values reported with an E qualifier should be considered as estimated.
H - Indicates that the recommended holding time for the analyte or compound has been exceeded
J - Indicates a value between the method MDL and PQL and that the reported concentration should be considered as estimated rather the quantitative
NA - Not Analyzed
N/A - Not Applicable
ND - Not Detected at a concentration greater than the PQL/RL or, if reported to the MDL, at greater than the MDL.
NR - Not recoverable - a matrix spike concentration is not recoverable due to a concentration within the original sample that is greater than four times the spike concentration added
R - The % RPD between a duplicate set of samples is outside of the absolute values established by laboratory control charts
S - Spike recovery is outside of established method and/or laboratory control limits. Further explanation of the use of this qualifier should be included within a case narrative
X -Used to indicate that a value based on pattern identification is within the pattern range but not typical of the pattern found in standards. Further explanation may or may not be provided within the sample footnote and/or the case narrative.



Sample Receipt Checklist

Client Name: Langan

Project Name: 772 Pacific Street

Work Order No.: 2212180

Date and Time Received: 12/15/2022 1:34:00PM

Received By: Lorna Imbat

Physically Logged By: Lorna Imbat

Checklist Completed By: Lorna Imbat

Carrier Name: FedEx

Chain of Custody (COC) Information

Chain of custody present?	<u>Yes</u>
Chain of custody signed when relinquished and received?	<u>Yes</u>
Chain of custody agrees with sample labels?	<u>Yes</u>
Custody seals intact on sample bottles?	<u>Not Present</u>

Sample Receipt Information

Custody seals intact on shipping container/cooler?	<u>Not Present</u>
Shipping Container/Cooler In Good Condition?	<u>Yes</u>
Samples in proper container/bottle?	<u>Yes</u>
Samples containers intact?	<u>Yes</u>
Sufficient sample volume for indicated test?	<u>Yes</u>

Sample Preservation and Hold Time (HT) Information

All samples received within holding time?	<u>Yes</u>	
Container/Temp Blank temperature in compliance?	<u>No</u>	Temperature: 7.0 °C
Water-VOA vials have zero headspace?	<u>No VOA vials submitted</u>	
Water-pH acceptable upon receipt?	<u>N/A</u>	
pH Checked by: n/a	pH Adjusted by: n/a	

Comments:



Login Summary Report

Client ID: TL5493 Langan
Project Name: 772 Pacific Street
Project # : 731764201
Report Due Date: 1/9/2023

QC Level: II
TAT Requested: 5+ day:5
Date Received: 12/15/2022
Time Received: 1:34 pm

Comments:
Work Order # : 2212180

<u>WO Sample ID</u>	<u>Client Sample ID</u>	<u>Collection Date/Time</u>	<u>Matrix</u>	<u>Scheduled Disposal</u>	<u>Sample On Hold</u>	<u>Test On Hold</u>	<u>Requested Tests</u>	<u>Subbed</u>
2212180-001A	LB-2-1.5	12/13/22 20:17	Soil	06/11/23			SVO_S_8270CFull Met_S_CAM17STLC Hg_S_7471B Met_S_CAM17TCLP PCBs_S_8082A VOC_S_8260B CN_S_9014 Pest_S_8081OCP pH_S_9045D Met_S_6020CAM17 TPHDO_S_8015(Mod) Sub_Asb CARB435 A SUB_Misc_Soil VOC_S_GRO	Yes Yes
Sample Note: Pls report to MDL								
2212180-002A	LB-2-3.0	12/13/22 20:20	Soil	06/11/23			SVO_S_8270CFull Met_S_CAM17STLC Hg_S_7471B PCBs_S_8082A VOC_S_8260B Pest_S_8081OCP CN_S_9014 pH_S_9045D SUB_Misc_Soil Sub_Asb CARB435 A Met_S_6020CAM17 TPHDO_S_8015(Mod) VOC_S_GRO	Yes Yes
2212180-003A	LB-2-5.0	12/13/22 20:35	Soil	06/11/23			SVO_S_8270CFull Met_S_CAM17STLC Hg_S_7471B PCBs_S_8082A VOC_S_8260B Pest_S_8081OCP CN_S_9014 pH_S_9045D	



Login Summary Report

Client ID: TL5493 Langan
Project Name: 772 Pacific Street
Project # : 731764201
Report Due Date: 1/9/2023

QC Level: II
TAT Requested: 5+ day:5
Date Received: 12/15/2022
Time Received: 1:34 pm

Comments:
Work Order # : 2212180

<u>WO Sample ID</u>	<u>Client Sample ID</u>	<u>Collection Date/Time</u>	<u>Matrix</u>	<u>Scheduled Disposal</u>	<u>Sample On Hold</u>	<u>Test On Hold</u>	<u>Requested Tests</u>	<u>Subbed</u>
							Sub_Asb CARB435 A	Yes
							SUB_Misc_Soil	Yes
							Met_S_6020CAM17	
							TPHDO_S_8015(Mod)	
							VOC_S_GRO	
2212180-004A	LB-3-1.5	12/13/22 22:40	Soil	06/11/23				
							SVO_S_8270CFull	
							Met_S_CAM17STLC	
							VOC_S_GRO	
							Hg_S_7471B	
							PCBs_S_8082A	
							VOC_S_8260B	
							Pest_S_8081OCP	
							CN_S_9014	
							pH_S_9045D	
							Sub_Asb CARB435 A	Yes
							SUB_Misc_Soil	Yes
							Met_S_6020CAM17	
							TPHDO_S_8015(Mod)	
2212180-005A	LB-3-3.0	12/13/22 22:51	Soil	06/11/23				
							SVO_S_8270CFull	
							Met_S_CAM17STLC	
							VOC_S_GRO	
							Hg_S_7471B	
							PCBs_S_8082A	
							VOC_S_8260B	
							Pest_S_8081OCP	
							CN_S_9014	
							Sub_Asb CARB435 A	Yes
							pH_S_9045D	
							Met_S_6020CAM17	
							SUB_Misc_Soil	Yes
							TPHDO_S_8015(Mod)	
2212180-006A	LB-3-5.0	12/13/22 23:18	Soil	06/11/23				
							SVO_S_8270CFull	
							Met_S_CAM17STLC	
							VOC_S_GRO	
							Hg_S_7471B	
							PCBs_S_8082A	



Login Summary Report

Client ID: TL5493 Langan
Project Name: 772 Pacific Street
Project # : 731764201
Report Due Date: 1/9/2023

QC Level: II
TAT Requested: 5+ day:5
Date Received: 12/15/2022
Time Received: 1:34 pm

Comments:
Work Order # : 2212180

<u>WO Sample ID</u>	<u>Client Sample ID</u>	<u>Collection Date/Time</u>	<u>Matrix</u>	<u>Scheduled Disposal</u>	<u>Sample On Hold</u>	<u>Test On Hold</u>	<u>Requested Tests</u>	<u>Subbed</u>
							VOC_S_8260B Pest_S_8081OCP CN_S_9014 pH_S_9045D Met_S_6020CAM17 SUB_Misc_Soil Sub_Asb CARB435 A TPHDO_S_8015(Mod)	Yes Yes
2212180-007A	LB-4-1.5	12/13/22 22:12	Soil	06/11/23			SVO_S_8270CFull Met_S_CAM17STLC VOC_S_GRO Hg_S_7471B PCBs_S_8082A VOC_S_8260B Pest_S_8081OCP CN_S_9014 pH_S_9045D Met_S_6020CAM17 SUB_Misc_Soil Sub_Asb CARB435 A TPHDO_S_8015(Mod)	Yes Yes
2212180-008A	LB-4-3.0	12/13/22 22:20	Soil	06/11/23			SVO_S_8270CFull Met_S_CAM17STLC VOC_S_GRO Hg_S_7471B PCBs_S_8082A VOC_S_8260B Pest_S_8081OCP CN_S_9014 pH_S_9045D Met_S_6020CAM17 SUB_Misc_Soil Sub_Asb CARB435 A TPHDO_S_8015(Mod)	Yes Yes
2212180-009A	LB-4-5.0	12/13/22 22:30	Soil	06/11/23			SVO_S_8270CFull Met_S_CAM17STLC	



Login Summary Report

Client ID: TL5493 Langan
Project Name: 772 Pacific Street
Project # : 731764201
Report Due Date: 1/9/2023

QC Level: II
TAT Requested: 5+ day:5
Date Received: 12/15/2022
Time Received: 1:34 pm

Comments:
Work Order # : 2212180

<u>WO Sample ID</u>	<u>Client Sample ID</u>	<u>Collection Date/Time</u>	<u>Matrix</u>	<u>Scheduled Disposal</u>	<u>Sample On Hold</u>	<u>Test On Hold</u>	<u>Requested Tests</u>	<u>Subbed</u>
							VOC_S_GRO Hg_S_7471B PCBs_S_8082A VOC_S_8260B Pest_S_8081OCP CN_S_9014 pH_S_9045D Met_S_6020CAM17 TPHDO_S_8015(Mod) Sub_Asb CARB435 A SUB_Misc_Soil	Yes Yes
2212180-010A	LB-5-1.5	12/13/22 21:37	Soil	06/11/23				
							SVO_S_8270CFull Met_S_CAM17STLC VOC_S_GRO Hg_S_7471B Met_S_CAM17TCLP PCBs_S_8082A VOC_S_8260B Pest_S_8081OCP CN_S_9014 pH_S_9045D Met_S_6020CAM17 Sub_Asb CARB435 A SUB_Misc_Soil TPHDO_S_8015(Mod)	Yes Yes
2212180-011A	LB-6-2.0	12/13/22 21:45	Soil	06/11/23				
							SVO_S_8270CFull Met_S_CAM17STLC VOC_S_GRO Hg_S_7471B PCBs_S_8082A VOC_S_8260B Pest_S_8081OCP CN_S_9014 pH_S_9045D Met_S_6020CAM17 Sub_Asb CARB435 A SUB_Misc_Soil	Yes Yes



Login Summary Report

Client ID: TL5493 Langan
Project Name: 772 Pacific Street
Project # : 731764201
Report Due Date: 1/9/2023

QC Level: II
TAT Requested: 5+ day:5
Date Received: 12/15/2022
Time Received: 1:34 pm

Comments:
Work Order # : 2212180

<u>WO Sample ID</u>	<u>Client Sample ID</u>	<u>Collection Date/Time</u>	<u>Matrix</u>	<u>Scheduled Disposal</u>	<u>Sample On Hold</u>	<u>Test On Hold</u>	<u>Requested Tests</u>	<u>Subbed</u>
2212180-012A	LB-6-3.5	12/13/22 21:50	Soil	06/11/23			TPHDO_S_8015(Mod) SVO_S_8270CFull Met_S_CAM17STLC VOC_S_GRO Hg_S_7471B PCBs_S_8082A VOC_S_8260B CN_S_9014 Pest_S_8081OCP pH_S_9045D Met_S_6020CAM17 Sub_Asb CARB435 A SUB_Misc_Soil TPHDO_S_8015(Mod)	Yes Yes
2212180-013A	LB-6-5.0	12/13/22 21:55	Soil	06/11/23			SVO_S_8270CFull Hg_S_7471B Met_S_CAM17STLC VOC_S_8260B PCBs_S_8082A CN_S_9014 VOC_S_GRO Pest_S_8081OCP pH_S_9045D Met_S_6020CAM17 Sub_Asb CARB435 A SUB_Misc_Soil TPHDO_S_8015(Mod)	Yes Yes
2212180-014A	LB-7-1.5	12/13/22 21:50	Soil	06/11/23			SVO_S_8270CFull Hg_S_7471B Met_S_CAM17TCLP Met_S_CAM17STLC VOC_S_8260B PCBs_S_8082A CN_S_9014 VOC_S_GRO Pest_S_8081OCP	



cc: dcohenkaplan@langan.com

15478

22/12/80

Page 1 of 2

LANGAN

CHAIN OF CUSTODY RECORD

- ☒ 135 Main Street, Suite 1500, San Francisco, CA 94105
☐ 501 14th Street, Third Floor, Oakland, CA 94612
☐ 3320 Data Drive, Suite 350, Rancho Cordova, CA 95670-7982
☐ 1 Almaden Boulevard, Suite 590, San Jose, CA 95113

Site Name: 772 Pacific St.

Job Number: 731764201

Project Manager/Contact: Peter Cusack / pcusack@langan.com

Samplers: Dana Cohen-Kaplan

Recorder (Signature Required): [Signature]

Analysis Requested

Turnaround

Time

Standard

Field Sample Identification No.	Date	Time	Lab Sample No.	Matrix & Preservative										No. Containers	Analysis Requested	Silica gel clean-up	Hold	Remarks
				Soil	Water	Air	Other	HCL	H ₂ SO ₄	HNO ₃	Ice							
LB-2-1.5	12/13/22	2017	-001A	X										X	TPH, g.d.m., 8015M			
LB-2-3.0		2020	-002A											X	VOCs, 8060B			
LB-2-5.0		2035	-003A											X	SVOCs, 8070C			
LB-3-1.5		2240	-004A											X	Asbestos, 1435, 0RB			
LB-3-3.0		2251	-005A											X	OCPS, 8081A			
LB-3-5.0		2318	-006A											X	PCBs, 8082			
LB-4-1.5		2212	-007A											X	pH, 9045C			
LB-4-3.0		2220	-008A											X	Cyanide, 4500			
LB-4-5.0		2230	-009A											X	Acid sol. sulfides, 41500			
LB-5-1.5		2137	-010A											X	CAM 17, 6000			
LB-6-2.0		2145	-011A											X				
LB-6-3.5		2150	-012A											X				
LB-6-4.5.0	✓	2155	-013A	✓										✓				

Relinquished by: (Signature)	Date: 12/15/22	Time: 1334	Received by: (Signature)	Date: 12-15-22	Time: 1334
Relinquished by: (Signature)	Date:	Time:	Received by: (Signature)	Date:	Time:
Relinquished by: (Signature)	Date:	Time:	Received by Lab: (Signature)	Date:	Time:

Sent to Laboratory (Name):	Method of Shipment	☐ Lab courier	☐ Fed Ex	☐ Airborne	☐ UPS
Laboratory Comments/Notes:	☐ Hand Carried	☐ Private Courier (Co. Name)			

White Copy - Original

Yellow Copy - Laboratory

Pink Copy - Field

COC Number:

Fed Ex

Temp 6.6 #3

15479
2212182

Page 2 of 2

LANGAN

CHAIN OF CUSTODY RECORD

☒	135 Main Street, Suite 1500, San Francisco, CA 94105
☐	501 14th Street, Third Floor, Oakland, CA 94612
☐	3320 Data Drive, Suite 350, Rancho Cordova, CA 95670-7982
☐	1 Almaden Boulevard, Suite 590, San Jose, CA 95113

Site Name: 772 Pacific St

Job Number: 731764201

Project Manager/Contact: Peter Lusack / plusack@alangan.com

Samplers: Dana Cohen-Kaslan

Recorder (Signature Required): Lora G. - [Signature]

No. Containers

Analysis Requested

Turnaround

Time

Standard

[illegible]

White Copy - Original

Yellow Copy - Laboratory

Pink Copy - Field

COC Number:

Test Ex

temp 6.6 #3



EMSL Analytical, Inc.

464 McCormick Street San Leandro, CA 94577

Phone/Fax: (510) 895-3675 / (510) 895-3680

<http://www.EMSL.com> / sanleandrolab@emsl.com

EMSL Order: 092228038

Customer ID: TORR80

Customer PO:

Project ID:

Attention: Kathie Evans
Torrent Laboratory, Inc.
483 Sinclair Frontage Rd.
Milpitas, CA 95035

Phone: (408) 263-5258
Fax: (408) 263-8293
Received: 12/19/2022 10:45 AM
Analysis Date: 12/22/2022
Collected:

Project: COC221215003

Test Report: Asbestos Analysis of Soils via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy with CARB 435 Prep (Milling) Level A for 0.25% Target Analytical Sensitivity

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
2212180-001A 092228038-0001		Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2212180-002A 092228038-0002		Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2212180-003A 092228038-0003		Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2212180-004A 092228038-0004		Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2212180-005A 092228038-0005		Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2212180-006A 092228038-0006		Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2212180-007A 092228038-0007		Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2212180-008A 092228038-0008		Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2212180-009A 092228038-0009		Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. Some samples may contain asbestos fibers present in dimensions below PLM resolution limits. EMSL suggests that samples reported as <0.25% or none detected undergo additional analysis via TEM.

Samples analyzed by EMSL Analytical, Inc San Leandro, CA

Initial report from: 12/23/2022 00:31:12



EMSL Analytical, Inc.

464 McCormick Street San Leandro, CA 94577

Phone/Fax: (510) 895-3675 / (510) 895-3680

<http://www.EMSL.com> / sanleandrolab@emsl.com

EMSL Order: 092228038

Customer ID: TORR80

Customer PO:

Project ID:

Attention: Kathie Evans
Torrent Laboratory, Inc.
483 Sinclair Frontage Rd.
Milpitas, CA 95035

Phone: (408) 263-5258
Fax: (408) 263-8293
Received: 12/19/2022 10:45 AM
Analysis Date: 12/22/2022
Collected:

Project: COC221215003

Test Report: Asbestos Analysis of Soils via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy with CARB 435 Prep (Milling) Level A for 0.25% Target Analytical Sensitivity

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
2212180-010A 092228038-0010		Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2212180-011A 092228038-0011		Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2212180-012A 092228038-0012		Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2212180-013A 092228038-0013		Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2212180-014A 092228038-0014		Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2212180-015A 092228038-0015		Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2212180-016A 092228038-0016		Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Analyst(s)

Adam C. Fink (16)

Cecilia Yu, Laboratory Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. Some samples may contain asbestos fibers present in dimensions below PLM resolution limits. EMSL suggests that samples reported as <0.25% or none detected undergo additional analysis via TEM.

Samples analyzed by EMSL Analytical, Inc San Leandro, CA

Initial report from: 12/23/2022 00:31:12



McC Campbell Analytical, Inc.

"When Quality Counts"

Analytical Report

WorkOrder: 2212F72

Report Created for: Torrent Laboratory, Inc.

483 Sinclair Frontage Road
Milpitas, CA 95035

Project Contact: Kathie Evans

Project P.O.:

Project: 2212180

Project Received: 12/20/2022

Analytical Report reviewed & approved for release on 12/29/2022 by:

Susan Thompson
Project Manager

The report shall not be reproduced except in full, without the written approval of the laboratory. The analytical results relate only to the items tested. Results reported conform to the most current NELAP standards, where applicable, unless otherwise stated in a case narrative.





Glossary of Terms & Qualifier Definitions

Client: Torrent Laboratory, Inc.

WorkOrder: 2212F72

Project: 2212180

Glossary Abbreviation

%D	Serial Dilution Percent Difference
95% Interval	95% Confident Interval
CPT	Consumer Product Testing not NELAP Accredited
DF	Dilution Factor
DI WET	(DISTLC) Waste Extraction Test using DI water
DISS	Dissolved (direct analysis of 0.45 µm filtered and acidified water sample)
DLT	Dilution Test (Serial Dilution)
DUP	Duplicate
EDL	Estimated Detection Limit
ERS	External reference sample. Second source calibration verification.
ITEF	International Toxicity Equivalence Factor
LCS	Laboratory Control Sample
LQL	Lowest Quantitation Level
MB	Method Blank
MB % Rec	% Recovery of Surrogate in Method Blank, if applicable
MDL	MDL is the minimum measured concentration of a substance that can be reported with 99% confidence that the measured concentration is distinguishable from method blank results. Definition and Procedure for the Determination of the Method Detection Limit, Revision 2, 40CFR, Part 136, Appendix B, EPA 821-R-16-006, December 2016.
ML	Minimum Level of Quantitation
MS	Matrix Spike
MSD	Matrix Spike Duplicate
NA	Not Applicable
ND	Not detected at or above the indicated MDL or RL
NR	Data Not Reported due to matrix interference or insufficient sample amount.
PDS	Post Digestion Spike
PDSD	Post Digestion Spike Duplicate
PF	Prep Factor
RD	Relative Difference
RL	Reporting limit is the lowest level that can be reliably determined within specified limits of precision and accuracy during routine laboratory operating conditions. (The RL cannot be lower than the lowest calibration standard used in the initial calibration of the instrument and must be greater than the MDL.)
RPD	Relative Percent Deviation
RRT	Relative Retention Time
SPK Val	Spike Value
SPKRef Val	Spike Reference Value
SPLP	Synthetic Precipitation Leachate Procedure
ST	Sorbent Tube
TCLP	Toxicity Characteristic Leachate Procedure
TEQ	Toxicity Equivalents
TZA	TimeZone Net Adjustment for sample collected outside of MAI's UTC.
WET (STLC)	Waste Extraction Test (Soluble Threshold Limit Concentration)



Glossary of Terms & Qualifier Definitions

Client: Torrent Laboratory, Inc.

WorkOrder: 2212F72

Project: 2212180

Analytical Qualifiers

H Sample was analyzed out of hold time



Analytical Report

Client: Torrent Laboratory, Inc.
Date Received: 12/20/2022 10:12
Date Prepared: 12/29/2022
Project: 2212180

WorkOrder: 2212F72
Extraction Method: SW9030B/E376.2
Analytical Method: SM4500 S⁻² D
Unit: mg/Kg

Acid Soluble Sulfide - S

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
2212180-001A	2212F72-001A	Soil	12/13/2022 20:17	SPECTROPHOTOMETER2	261060

Analytes	Result	Qualifiers	RL	DF	Date Analyzed
Acid Soluble Sulfide - S	ND	H	2.0	1	12/29/2022 12:13

Analyst(s): IGC

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
2212180-002A	2212F72-002A	Soil	12/13/2022 20:20	SPECTROPHOTOMETER2	261060

Analytes	Result	Qualifiers	RL	DF	Date Analyzed
Acid Soluble Sulfide - S	ND	H	2.0	1	12/29/2022 12:14

Analyst(s): IGC

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
2212180-003A	2212F72-003A	Soil	12/13/2022 20:35	SPECTROPHOTOMETER2	261060

Analytes	Result	Qualifiers	RL	DF	Date Analyzed
Acid Soluble Sulfide - S	35	H	2.0	1	12/29/2022 12:15

Analyst(s): IGC

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
2212180-004A	2212F72-004A	Soil	12/13/2022 22:40	SPECTROPHOTOMETER2	261060

Analytes	Result	Qualifiers	RL	DF	Date Analyzed
Acid Soluble Sulfide - S	ND	H	2.0	1	12/29/2022 12:16

Analyst(s): IGC

(Cont.)



Analytical Report

Client: Torrent Laboratory, Inc.
Date Received: 12/20/2022 10:12
Date Prepared: 12/29/2022
Project: 2212180

WorkOrder: 2212F72
Extraction Method: SW9030B/E376.2
Analytical Method: SM4500 S⁻² D
Unit: mg/Kg

Acid Soluble Sulfide - S

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
2212180-005A	2212F72-005A	Soil	12/13/2022 22:51	SPECTROPHOTOMETER2	261060

Analytes	Result	Qualifiers	RL	DF	Date Analyzed
Acid Soluble Sulfide - S	ND	H	2.0	1	12/29/2022 12:17

Analyst(s): IGC

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
2212180-006A	2212F72-006A	Soil	12/13/2022 23:18	SPECTROPHOTOMETER2	261060

Analytes	Result	Qualifiers	RL	DF	Date Analyzed
Acid Soluble Sulfide - S	ND	H	2.0	1	12/29/2022 12:18

Analyst(s): IGC

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
2212180-007A	2212F72-007A	Soil	12/13/2022 22:12	SPECTROPHOTOMETER2	261060

Analytes	Result	Qualifiers	RL	DF	Date Analyzed
Acid Soluble Sulfide - S	ND	H	2.0	1	12/29/2022 12:21

Analyst(s): IGC

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
2212180-008A	2212F72-008A	Soil	12/13/2022 22:20	SPECTROPHOTOMETER2	261060

Analytes	Result	Qualifiers	RL	DF	Date Analyzed
Acid Soluble Sulfide - S	ND	H	2.0	1	12/29/2022 12:22

Analyst(s): IGC

(Cont.)



Analytical Report

Client: Torrent Laboratory, Inc.
Date Received: 12/20/2022 10:12
Date Prepared: 12/29/2022
Project: 2212180

WorkOrder: 2212F72
Extraction Method: SW9030B/E376.2
Analytical Method: SM4500 S⁻² D
Unit: mg/Kg

Acid Soluble Sulfide - S

Client ID	Lab ID	Matrix	Date Collected		Instrument	Batch ID
2212180-009A	2212F72-009A	Soil	12/13/2022 22:30		SPECTROPHOTOMETER2	261060

Analytes	Result	Qualifiers	RL	DF	Date Analyzed
Acid Soluble Sulfide - S	ND	H	2.0	1	12/29/2022 12:23

Analyst(s): IGC

Client ID	Lab ID	Matrix	Date Collected		Instrument	Batch ID
2212180-010A	2212F72-010A	Soil	12/13/2022 21:37		SPECTROPHOTOMETER2	261060

Analytes	Result	Qualifiers	RL	DF	Date Analyzed
Acid Soluble Sulfide - S	ND	H	2.0	1	12/29/2022 12:24

Analyst(s): IGC

Client ID	Lab ID	Matrix	Date Collected		Instrument	Batch ID
2212180-011A	2212F72-011A	Soil	12/13/2022 21:45		SPECTROPHOTOMETER2	261060

Analytes	Result	Qualifiers	RL	DF	Date Analyzed
Acid Soluble Sulfide - S	ND	H	2.0	1	12/29/2022 12:25

Analyst(s): IGC

Client ID	Lab ID	Matrix	Date Collected		Instrument	Batch ID
2212180-012A	2212F72-012A	Soil	12/13/2022 21:50		SPECTROPHOTOMETER2	261060

Analytes	Result	Qualifiers	RL	DF	Date Analyzed
Acid Soluble Sulfide - S	ND	H	2.0	1	12/29/2022 12:26

Analyst(s): IGC

(Cont.)



Analytical Report

Client: Torrent Laboratory, Inc.
Date Received: 12/20/2022 10:12
Date Prepared: 12/29/2022
Project: 2212180

WorkOrder: 2212F72
Extraction Method: SW9030B/E376.2
Analytical Method: SM4500 S⁻² D
Unit: mg/Kg

Acid Soluble Sulfide - S

Client ID	Lab ID	Matrix	Date Collected		Instrument	Batch ID
2212180-013A	2212F72-013A	Soil	12/13/2022 21:55		SPECTROPHOTOMETER2	261060

Analytes	Result	Qualifiers	RL	DF	Date Analyzed
Acid Soluble Sulfide - S	ND	H	2.0	1	12/29/2022 12:27

Analyst(s): IGC

Client ID	Lab ID	Matrix	Date Collected		Instrument	Batch ID
2212180-014A	2212F72-014A	Soil	12/13/2022 21:50		SPECTROPHOTOMETER2	261060

Analytes	Result	Qualifiers	RL	DF	Date Analyzed
Acid Soluble Sulfide - S	ND	H	2.0	1	12/29/2022 12:28

Analyst(s): IGC

Client ID	Lab ID	Matrix	Date Collected		Instrument	Batch ID
2212180-015A	2212F72-015A	Soil	12/13/2022 21:57		SPECTROPHOTOMETER2	261060

Analytes	Result	Qualifiers	RL	DF	Date Analyzed
Acid Soluble Sulfide - S	ND	H	2.0	1	12/29/2022 12:29

Analyst(s): IGC

Client ID	Lab ID	Matrix	Date Collected		Instrument	Batch ID
2212180-016A	2212F72-016A	Soil	12/13/2022 22:10		SPECTROPHOTOMETER2	261060

Analytes	Result	Qualifiers	RL	DF	Date Analyzed
Acid Soluble Sulfide - S	ND	H	2.0	1	12/29/2022 12:32

Analyst(s): IGC



Quality Control Report

Client: Torrent Laboratory, Inc.

Date Prepared: 12/29/2022

Date Analyzed: 12/29/2022

Instrument: SPECTROPHOTOMETER2

Matrix: Soil

Project: 2212180

WorkOrder: 2212F72

BatchID: 261060

Extraction Method: SW9030B/E376.2

Analytical Method: SM4500 S⁻² D

Unit: mg/Kg

Sample ID: MB/LCS/LCSD-261060

QC Summary Report for SM4500 S-2D

Analyte	MB Result	MDL	RL			
Acid Soluble Sulfide - S	ND	0.96	2.0	-	-	-

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
Acid Soluble Sulfide - S	10	10	10	102	101	80-120	1.14	20



1534 Willow Pass Rd
Pittsburg, CA 94565-1701
(925) 252-9262

CHAIN-OF-CUSTODY RECORD

WorkOrder: 2212F72

ClientCode: TLI

☐ WaterTrax

☐ CLIP

☐ EDF

☐ EQuIS

☐ Dry-Weight

☒ Email

☐ HardCopy

☐ ThirdParty

☐ J-flag

☐ Detection Summary

☐ Excel

Report to:

Kathie Evans

Torrent Laboratory, Inc.

483 Sinclair Frontage Road

Milpitas, CA 95035

408-263-5258

FAX: 408-263-2708

Email: pm@torrentlaboratory.com; oadmin@torre

cc/3rd Party:

PO:

Project: 2212180

Bill to:

Falguni Jani

Torrent Laboratory, Inc.

483 Sinclair Frontage Road

Milpitas, CA 95035

ap@torrentlab.com; fmjani@torrentlab.c

Requested TAT:

5 days;

Date Received:

12/20/2022

Date Logged:

12/21/2022

Lab ID	ClientSampleID	Matrix	Collection Date	Hold	Requested Tests (See legend below)											
					1	2	3	4	5	6	7	8	9	10	11	12
2212F72-001	2212180-001A	Soil	12/13/2022 20:17	☐	A	A										
2212F72-002	2212180-002A	Soil	12/13/2022 20:20	☐	A	A										
2212F72-003	2212180-003A	Soil	12/13/2022 20:35	☐	A	A										
2212F72-004	2212180-004A	Soil	12/13/2022 22:40	☐	A	A										
2212F72-005	2212180-005A	Soil	12/13/2022 22:51	☐	A	A										
2212F72-006	2212180-006A	Soil	12/13/2022 23:18	☐	A	A										
2212F72-007	2212180-007A	Soil	12/13/2022 22:12	☐	A	A										
2212F72-008	2212180-008A	Soil	12/13/2022 22:20	☐	A	A										
2212F72-009	2212180-009A	Soil	12/13/2022 22:30	☐	A	A										
2212F72-010	2212180-010A	Soil	12/13/2022 21:37	☐	A	A										
2212F72-011	2212180-011A	Soil	12/13/2022 21:45	☐	A	A										
2212F72-012	2212180-012A	Soil	12/13/2022 21:50	☐	A	A										
2212F72-013	2212180-013A	Soil	12/13/2022 21:55	☐	A	A										
2212F72-014	2212180-014A	Soil	12/13/2022 21:50	☐	A	A										
2212F72-015	2212180-015A	Soil	12/13/2022 21:57	☐	A	A										

Test Legend:

1	PRDisposal Fee
5	
9	

2	SULFIDE_S
6	
10	

3	
7	
11	

4	
8	
12	

Prepared by: Adrianna Cardoza

Comments:

NOTE: Soil samples are discarded 60 days after receipt unless other arrangements are made (Water samples are 30 days).
Hazardous samples will be returned to client or disposed of at client expense.



1534 Willow Pass Rd
Pittsburg, CA 94565-1701
(925) 252-9262

CHAIN-OF-CUSTODY RECORD

Page 2 of 2

WorkOrder: 2212F72

ClientCode: TLI

☐ WaterTrax☐ CLIP☐ EDF☐ EQuIS☐ Dry-Weight☒ Email☐ HardCopy☐ ThirdParty☐ J-flag☐ Detection Summary☐ Excel

Report to:

Kathie Evans

Torrent Laboratory, Inc.

483 Sinclair Frontage Road

Milpitas, CA 95035

408-263-5258

FAX: 408-263-2708

Email: pm@torrentlaboratory.com; oadmin@torre

cc/3rd Party:

PO:

Project: 2212180

Bill to:

Falguni Jani

Torrent Laboratory, Inc.

483 Sinclair Frontage Road

Milpitas, CA 95035

ap@torrentlab.com; fmjani@torrentlab.c

Requested TAT:

5 days;

Date Received:

12/20/2022

Date Logged:

12/21/2022

Lab ID	ClientSampleID	Matrix	Collection Date	Hold	Requested Tests (See legend below)											
					1	2	3	4	5	6	7	8	9	10	11	12
2212F72-016	2212180-016A	Soil	12/13/2022 22:10	☐	A	A										

Test Legend:

1	PRDisposal Fee
5	
9	

2	SULFIDE_S
6	
10	

3	
7	
11	

4	
8	
12	

Prepared by: Adrianna Cardoza

Comments:

NOTE: Soil samples are discarded 60 days after receipt unless other arrangements are made (Water samples are 30 days).
Hazardous samples will be returned to client or disposed of at client expense.



McC Campbell Analytical, Inc.

"When Quality Counts"

1534 Willow Pass Road, Pittsburg, CA 94565-1701
Toll Free Telephone: (877) 252-9262 / Fax: (925) 252-9269
http://www.mccampbell.com / E-mail: main@mccampbell.com

WORK ORDER SUMMARY

Client Name: TORRENT LABORATORY, INC.

Project: 2212180

Work Order: 2212F72

Client Contact: Kathie Evans

QC Level: LEVEL 2

Contact's Email: pm@torrentlaboratory.com;
oadmin@torrentlaboratory.com

Comments:

Date Logged: 12/21/2022

☐ WaterTrax ☐ CLIP ☐ EDF ☐ Excel ☐ EQUIS ☒ Email ☐ HardCopy ☐ ThirdParty ☐ J-flag

LabID	ClientSampID	Matrix	Test Name	Containers /Composites	Bottle & Preservative	U**	Head Space	Dry-Weight	Collection Date & Time	TAT	Test Due Date	Sediment Content	Hold	Sub Out
001A	2212180-001A	Soil	SM4500S2D (Acid Soluble Sulfide) <Acid Soluble Sulfide - S>	1	4OZ GJ, Unpres	☐	☐	☐	12/13/2022 20:17	5 days	12/28/2022		☐	☐
002A	2212180-002A	Soil	SM4500S2D (Acid Soluble Sulfide) <Acid Soluble Sulfide - S>	1	4OZ GJ, Unpres	☐	☐	☐	12/13/2022 20:20	5 days	12/28/2022		☐	☐
003A	2212180-003A	Soil	SM4500S2D (Acid Soluble Sulfide) <Acid Soluble Sulfide - S>	1	4OZ GJ, Unpres	☐	☐	☐	12/13/2022 20:35	5 days	12/28/2022		☐	☐
004A	2212180-004A	Soil	SM4500S2D (Acid Soluble Sulfide) <Acid Soluble Sulfide - S>	1	4OZ GJ, Unpres	☐	☐	☐	12/13/2022 22:40	5 days	12/28/2022		☐	☐
005A	2212180-005A	Soil	SM4500S2D (Acid Soluble Sulfide) <Acid Soluble Sulfide - S>	1	4OZ GJ, Unpres	☐	☐	☐	12/13/2022 22:51	5 days	12/28/2022		☐	☐
006A	2212180-006A	Soil	SM4500S2D (Acid Soluble Sulfide) <Acid Soluble Sulfide - S>	1	4OZ GJ, Unpres	☐	☐	☐	12/13/2022 23:18	5 days	12/28/2022		☐	☐
007A	2212180-007A	Soil	SM4500S2D (Acid Soluble Sulfide) <Acid Soluble Sulfide - S>	1	4OZ GJ, Unpres	☐	☐	☐	12/13/2022 22:12	5 days	12/28/2022		☐	☐
008A	2212180-008A	Soil	SM4500S2D (Acid Soluble Sulfide) <Acid Soluble Sulfide - S>	1	4OZ GJ, Unpres	☐	☐	☐	12/13/2022 22:20	5 days	12/28/2022		☐	☐
009A	2212180-009A	Soil	SM4500S2D (Acid Soluble Sulfide) <Acid Soluble Sulfide - S>	1	4OZ GJ, Unpres	☐	☐	☐	12/13/2022 22:30	5 days	12/28/2022		☐	☐
010A	2212180-010A	Soil	SM4500S2D (Acid Soluble Sulfide) <Acid Soluble Sulfide - S>	1	4OZ GJ, Unpres	☐	☐	☐	12/13/2022 21:37	5 days	12/28/2022		☐	☐

NOTES: * STLC and TCLP extractions require 2 days to complete; therefore, all TATs begin after the extraction is completed (i.e., One-day TAT yields results in 3 days from sample submission).

- Organic extracts are held for 40 days before disposal; Inorganic extract are held for 30 days.

- MAI assumes that all material present in the provided sampling container is considered part of the sample - MAI does not exclude any material from the sample prior to sample preparation unless requested in writing by the client.

U** = An unpreserved container was received for a method that suggests a preservation in order to extend hold time for analysis.



WORK ORDER SUMMARY

Client Name: TORRENT LABORATORY, INC.

Project: 2212180

Work Order: 2212F72

Client Contact: Kathie Evans

QC Level: LEVEL 2

Contact's Email: pm@torrentlaboratory.com;
oadmin@torrentlaboratory.com

Comments:

Date Logged: 12/21/2022

☐ WaterTrax ☐ CLIP ☐ EDF ☐ Excel ☐ EQUIS ☒ Email ☐ HardCopy ☐ ThirdParty ☐ J-flag

LabID	ClientSampID	Matrix	Test Name	Containers /Composites	Bottle & Preservative	U**	Head Space	Dry-Weight	Collection Date & Time	TAT	Test Due Date	Sediment Content	Hold	Sub Out
011A	2212180-011A	Soil	SM4500S2D (Acid Soluble Sulfide) <Acid Soluble Sulfide - S>	1	4OZ GJ, Unpres	☐	☐	☐	12/13/2022 21:45	5 days	12/28/2022		☐	☐
012A	2212180-012A	Soil	SM4500S2D (Acid Soluble Sulfide) <Acid Soluble Sulfide - S>	1	4OZ GJ, Unpres	☐	☐	☐	12/13/2022 21:50	5 days	12/28/2022		☐	☐
013A	2212180-013A	Soil	SM4500S2D (Acid Soluble Sulfide) <Acid Soluble Sulfide - S>	1	4OZ GJ, Unpres	☐	☐	☐	12/13/2022 21:55	5 days	12/28/2022		☐	☐
014A	2212180-014A	Soil	SM4500S2D (Acid Soluble Sulfide) <Acid Soluble Sulfide - S>	1	4OZ GJ, Unpres	☐	☐	☐	12/13/2022 21:50	5 days	12/28/2022		☐	☐
015A	2212180-015A	Soil	SM4500S2D (Acid Soluble Sulfide) <Acid Soluble Sulfide - S>	1	4OZ GJ, Unpres	☐	☐	☐	12/13/2022 21:57	5 days	12/28/2022		☐	☐
016A	2212180-016A	Soil	SM4500S2D (Acid Soluble Sulfide) <Acid Soluble Sulfide - S>	1	4OZ GJ, Unpres	☐	☐	☐	12/13/2022 22:10	5 days	12/28/2022		☐	☐

NOTES: * STLC and TCLP extractions require 2 days to complete; therefore, all TATs begin after the extraction is completed (i.e., One-day TAT yields results in 3 days from sample submission).

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U** = An unpreserved container was received for a method that suggests a preservation in order to extend hold time for analysis.

2212 F72



483 Sinclair Frontage Road
Milpitas, CA 95035
Phone: 408.263.5258
FAX: 408.263.8293
www.torrentlab.com

CHAIN OF CUSTODY

LAB WORK ORDER NO

CoC221216001

NOTE: SHADED AREAS ARE FOR TORRENT LAB USE ONLY

Company Name: Torrent Laboratory, Inc.	Company Name: McCampbell Analytical, Inc
Address: 483 Sinclair Frontage Road	Address: 1534 Willow Pass Road
City: Milpitas State: CA	City: Pittsburg State: California Zip Code: 94565
Telephone: 408.263.5258 FAX: 408.263.8293	Telephone: (925) 252-9262 FAX:
Contact: Kathie Evans	Contact Name: Sample Receiving
Contact Email: pm@torrentlaboratory.com	Special Instructions/Comments: Pls analyze for Acid Soluble Sulfide on a standard TAT. Pls send the report to pm@torrentlaboratory.com and invoice to ap@torrentlaboratory.com. Thanks & Happy Holidays
	P.O. #: EMAIL :

TURNAROUND TIME:

- ☒ 10 Work Days ☐ 3 Work Days ☐ Noon-Nxt Day
☐ 7 Work Days ☐ 2 Work Days ☐ 2 - 8 Hours
☐ 5 Work Days ☐ 1 Work Days ☐ Other

SAMPLE TYPE:

Soil

REPORT FORMAT:

- ☐ QC Level IV
☐ EDF
☐ Excel/EDD

SUB_Misc_Soil
Acid Soluble
Sulfide

ANALYSIS
REQUESTED

REMARKS

LAB ID	CLIENT'S SAMPLE I.D.	DATE/TIME SAMPLED	MATRIX	# OF CONT	CONT TYPE								
	2212180-001A	12/13/2022/20:17	Soil		402 per X								
	2212180-002A	12/13/2022/20:20	Soil										
	2212180-003A	12/13/2022/20:35	Soil										
	2212180-004A	12/13/2022/22:40	Soil										
	2212180-005A	12/13/2022/22:51	Soil										
	2212180-006A	12/13/2022/23:18	Soil										
	2212180-007A	12/13/2022/22:12	Soil										
	2212180-008A	12/13/2022/22:20	Soil										
	2212180-009A	12/13/2022/22:30	Soil										
	2212180-010A	12/13/2022/21:37	Soil										
	2212180-011A	12/13/2022/21:45	Soil										
	2212180-012A	12/13/2022/21:50	Soil										
	2212180-013A	12/13/2022/21:55	Soil										
	2212180-014A	12/13/2022/21:50	Soil										
	2212180-015A	12/13/2022/21:57	Soil										

1	Relinquished By: 	Print: L-D. Imbat	Date: 12-19-22	Time: 4:00	Received By: 	Print: Adrianna	Date: 12-20-22	Time: 10:20am
2	Relinquished By:	Print:	Date:	Time:	Received By:	Print:	Date:	Time:

☐ YES☐ NO☐ YES☐ NO☐ YES☐ NO

N/A

Date:

Date:

Page 14 of 15



Sample Receipt Checklist

Client Name: Torrent Laboratory, Inc.
Project: 2212180

Date and Time Received: 12/20/2022 10:12

Date Logged: 12/21/2022

Received by: Adrianna Cardoza

Logged by: Adrianna Cardoza

WorkOrder No: 2212F72 Matrix: Soil
Carrier: Golden State Overnight

Chain of Custody (COC) Information

Chain of custody present?	Yes ☒	No ☐	
Chain of custody signed when relinquished and received?	Yes ☒	No ☐	
Chain of custody agrees with sample labels?	Yes ☒	No ☐	
Sample IDs noted by Client on COC?	Yes ☒	No ☐	
Date and Time of collection noted by Client on COC?	Yes ☒	No ☐	
Sampler's name noted on COC?	Yes ☒	No ☐	
COC agrees with Quote?	Yes ☐	No ☐	NA ☒

Sample Receipt Information

Custody seals intact on shipping container/cooler?	Yes ☒	No ☐	NA ☐
Custody seals intact on sample bottles?	Yes ☒	No ☐	NA ☐
Shipping container/cooler in good condition?	Yes ☒	No ☐	
Samples in proper containers/bottles?	Yes ☒	No ☐	
Sample containers intact?	Yes ☒	No ☐	
Sufficient sample volume for indicated test?	Yes ☒	No ☐	

Sample Preservation and Hold Time (HT) Information

All samples received within holding time?	Yes ☒	No ☐	NA ☐
Samples Received on Ice?	Yes ☒	No ☐	

(Ice Type: BLUE ICE)

Sample/Temp Blank temperature	Temp: 7.9°C	NA ☐
ZHS conditional analyses: VOA meets zero headspace requirement (VOCs, TPHg/BTEX, RSK)?	Yes ☐ No ☐	NA ☒
Sample labels checked for correct preservation?	Yes ☒ No ☐	
pH acceptable upon receipt (Metal: <2; Nitrate 353.2/4500NO3: <2; 522: <4; 218.7: >8)?	Yes ☐ No ☐	NA ☒

UCMR Samples:

pH tested and acceptable upon receipt (200.7: ≤2; 533: 6 - 8; 537.1: 6 - 8)?	Yes ☐ No ☐	NA ☒
Free Chlorine tested and acceptable upon receipt (<0.1mg/L) [not applicable to 200.7]?	Yes ☐ No ☐	NA ☒

Comments:

**REVISED PHASE III CLEAN-UP PLAN
772 and 758 Pacific Avenue
San Francisco, California**

Prepared For:

**Chinatown Community Development Center
1525 Grant Avenue
San Francisco, California 94133**

Prepared By:

**Langan CA, Inc.
135 Main Street, Suite 1500
San Francisco, California 94105**



**Sarah Middleton
Senior Staff Geologist**



**Peter J. Cusack
Associate Principal**

**9 April 2025
731764201**

LANGAN

9 April 2025

Ms. Bo Han
Chinatown Community Development Center
1525 Grant Avenue
San Francisco, California 94133

**SUBJECT: Revised Phase III Clean-Up Plan
772 and 758 Pacific Avenue
San Francisco, California
Langan Project No. 731764202**

Dear Members of the Development Team:

Langan CA, Inc. (Langan) is pleased to submit this Revised Phase III Clean-Up Plan (CUP), for the property located at 772 and 758 Pacific Avenue in San Francisco, California.

In preparing this Revised Phase III CUP, we have endeavored to observe that degree of care and skill generally exercised by other consultants undertaking similar studies at the same time, under similar circumstances and conditions, and in the same geographical area.

We appreciate the opportunity to assist you with this project. If you have any questions or need any information clarified, please call us.

Sincerely,
Langan CA, Inc.



Sarah Middleton
Senior Staff Geologist



Peter J. Cusack
Associate Principal

731764201.03R Phase III_772 & 758 Pacific Ave_San Francisco

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**REVISED PHASE III CLEAN-UP PLAN
772 and 758 Pacific Avenue
San Francisco, California**

1.0 INTRODUCTION

Langan CA, Inc. (Langan) has prepared this Revised Phase III Clean-Up Plan (CUP) on behalf of Chinatown Community Development Center (CCDC) ("Client") for the proposed development project located at 772 and 758 Pacific Avenue in San Francisco, California (the "site," Figure 1). The site is approximately 11,450 square feet (0.26 acres) in size and is bound by Pacific Avenue to the south, commercial buildings to the east and west and mixed commercial and residential buildings to the north. The site is currently developed with a two-story commercial building (772 Pacific Avenue) occupied by New Asia Supermarket and a two-story mixed-use building occupied by a Chinese restaurant with a residential unit on the second floor (758 Pacific Avenue). The site is identified by the City and County of San Francisco Assessor Parcel Number (APN) 0161-014 and 0161-015.

2.0 PROJECT DESCRIPTION

We understand the existing buildings at the site will be demolished and the proposed project will consist of a 15-story building above one basement level with around 200 units of affordable housing.

3.0 ENVIRONMENTAL ASSESSMENTS

Langan previously prepared the following environmental reports for the site. The reports are summarized below.

- Langan Engineering and Environmental Services, Inc., *Phase I Environmental Site Assessment, 772 and 758 Pacific Avenue, San Francisco, California*, dated 2 June 2023; and
- Langan CA, Inc., *Phase II Environmental Site Assessment, 772 and 758 Pacific Avenue, San Francisco, California*, dated 28 March 2024.

3.1 Langan – Phase I ESA – June 2023

Langan conducted a Phase I ESA in June 2023 for the site. At the time of the report, the site was occupied by the current commercial tenants. Based on a historical review of the property, Langan identified four recognized environmental conditions (RECs) for the site, which included the following:

- **Potential Presence of Historical UST:** A 1953 San Francisco Fire Department permit indicates a 1,000-gallon gasoline underground storage tank (UST) was installed within the sidewalk area at the 772 Pacific Street address in association with the former sheet metal business. There is no documentation available regarding the removal of the UST. Golden Gate Tank Removal, Inc. conducted a “Visual Property Inspection for Underground Fuel Tanks” on 26 September 2016 and provided a one-page document confirming the lack of visual evidence of the UST at the site. During site reconnaissance activities, Langan did not identify any visual evidence of a UST. Because there are no records of the UST removal at the site, Langan considers the potential presence of the historical gasoline UST and associated unknown subsurface conditions as a REC.
- **Presence of Contaminated Fill Material:** Based on the results of Langan’s subsurface investigation at the site conducted in December 2022, concentrations of heavy metals including lead are present in shallow soils exceeding State of California Class I non-Resource Conservation and Recovery Act (RCRA) hazardous waste levels. The presence of metals in soil is likely attributable to historic fill material. The site is adjacent to properties included within the expanded San Francisco Public Health Code (SFPHC) Article 22A Maher Ordinance Zone boundary. According to Langan’s 2023 subsurface investigation, the site is underlain by up to approximately 13 feet of undocumented fill material. Langan considers the presence of the contaminated fill material to be a REC for the site.
- **Regional Petroleum Hydrocarbon Contamination:** Based on the results of Langan’s subsurface investigation at the site conducted in December 2022, concentrations of benzene, chloroform, and naphthalene exceeding Regional Water Quality Control Board (RWQCB) sub slab-soil gas human health risk environmental screening levels (ESLs) for residential and commercial/industrial exposure are present in soil vapor beneath the site. According to historical records, gasoline service stations and automotive repair shops with USTs have been in the vicinity of the site since the 1920s. Based on the location of the site relative to multiple closed leaking underground storage tank (LUST) cases and EDR HIST AUTO facilities, Langan concludes the petroleum hydrocarbon contamination below the site is a result of an off-site release or releases. The presence of petroleum hydrocarbon contamination below the site, emanating from an off-site source or sources, is evidence of a release affecting the environmental integrity of the site and therefore constitutes a REC.
- **Regional Chlorinated Solvents Contamination:** Based on the results of Langan’s subsurface investigation conducted in December 2022, concentrations of tetrachloroethene (PCE) exceeding RWQCB residential ESLs are present in soil vapor below the site. According to the EDR database report, there are approximately 23 properties listed on the EDR HIST CLEANER database located upgradient and within ¼ mile of the site with operations beginning as early as the 1930s. It is possible for dry cleaners to have discharged hazardous substances to the subsurface environment during this time. Langan considers the known soil vapor contamination and potential for associated vapor intrusion in site buildings to be a REC for the site.

3.2 Langan – Phase II ESA – 28 March 2024

Langan performed a Phase II ESA in December 2022 to evaluate the environmental quality of the soil and soil vapor that may be encountered during proposed development. In addition, soil samples were analyzed for constituents to satisfy waste profiling scenarios generally accepted by landfills.

On 13 December, six exploratory borings, LB-2 through LB-7, were advanced to depths of approximately five feet below the ground surface (bgs) by hand-auger methods at the locations shown on Figure 2. Discrete soil samples were collected from each location at approximate depths of 1.5, 3.0, and 5.0 feet bgs. Exploratory boring logs are available in Appendix A as Figures A-1 to A-6. The soil encountered was classified in accordance with the soil classification chart on Figure A-7. After completion, the boreholes were backfilled with neat cement grout and the core holes were patched with rapid-set concrete.

The objective of the soil sampling was to assess the presence of hazardous materials and petroleum hydrocarbons in the soil beneath the site that would be disturbed during the proposed construction activities. The soil samples were submitted to Torrent Laboratory Inc. a State certified laboratory in Milpitas, California for some or all of the analyses as listed below:

- Total Petroleum Hydrocarbons (TPH) gas(g), TPH diesel(d), and TPH motor oil(mo) by Environmental Protection Agency (EPA) Method 8015M;
- Volatile organic compounds (VOCs) by EPA Method 8260;
- Semi-volatile organic compounds (SVOCs) by EPA Method 8270;
- Organochlorine pesticides (OCPs) by EPA Method 8081;
- Polychlorinated biphenyls (PCBs) by EPA Method 8082;
- California Assessment Manual (CAM) 17 metals by EPA Method 6010/7000;
- Cyanide by EPA Method 4500;
- Acid Soluble Sulfides by EPA Method 4500;
- pH by EPA Method 9045C; and,
- Asbestos by California Air Resource Board (CARB) 435.

Analytical results for metal concentrations in soil were compared to the Total Threshold Limit Concentration (TTLC). Samples with concentrations of any metal in milligrams per kilograms (mg/kg) greater than 10 times the Soluble Threshold Limit Concentration value (mg/L) were also analyzed for soluble metals using the California Waste Extraction Test (WET) method and for analysis by the Federal Toxic Characteristic Leaching Procedure (TCLP). These analyses were performed to assess if metal concentrations in soil were at State and/or Federal hazardous waste levels.

Four sub-slab soil vapor pins (LV-3-SV, LV-4-SV, LV-5-SV, and LV-7-SV) were installed near select soil boring locations as shown on Figure 2 following soil sampling, backfill, and grouting. The temporary soil vapor pins were installed in the slab and sampled on 13 and 14 December 2022. After waiting at least two hours, the four sub-slab samples were collected. Helium within a vapor shroud was used as a tracer gas around the sampling assembly and above the vapor pin boring to check for leaks in the sample train and as a quality assurance/quality control measure to confirm the sample integrity. The sub-slab soil vapor sample was collected in one-liter laboratory supplied summa canister and sealed before delivery under COC protocol to McCampbell Analytical Laboratory, a State certified analytical laboratory in Pittsburg, California for analysis of VOCs via USEPA Method TO-15 SIM, helium, oxygen, methane, and carbon dioxide by ASTM D-1946.

The soil vapor sampling was conducted in general accordance with procedures established by the California Department of Toxic Substances Control (DTSC), which is outlined in the documents titled “Advisory – Active Soil Gas Investigation” dated July 2015 and “Final Guidance for the Evaluation and Mitigation of Subsurface Vapor Intrusion to Indoor Air” dated October 2011.

3.2.1 Soil Analytical Results

Soil analytical results for parameters other than metals are summarized in Table 1. The results of the investigation were compared to 2019 RWQCB ESLs for residential and commercial land use. TPHd was detected above laboratory reporting limits in eight of the 16 samples analyzed, at concentrations between 2.17 milligram per kilogram (mg/kg) and 9.63 mg/kg, none of which exceeded the residential or commercial ESLs. TPHmo was detected above laboratory reporting limits in 12 of the 16 samples analyzed, at concentrations ranging between 5.74 mg/kg and 43.2 mg/kg, none of which exceeded the residential or commercial ESLs. TPHg was not detected in any of the 16 samples analyzed. A total of 19 SVOC compounds (see Table 1 for full list) were detected above the laboratory reporting limits in nine of the 16 samples analyzed at

concentrations ranging from 0.0104 mg/kg to 0.313 mg/kg. No SVOC compounds were detected above the residential or commercial ESLs.

One OCP compound, 4,4-DDE, was detected above the laboratory reporting limits in one of the 16 samples analyzed. No OCP compounds were detected above residential or commercial ESLs in any soil samples. No VOCs, PCBs, cyanides, acid soluble sulfides, or asbestos were detected above laboratory reporting limits in the samples analyzed.

The metals analytical results are summarized in Table 2. Total lead was detected above laboratory reporting limits in all 16 of the samples analyzed, at concentrations ranging between 2.45 mg/kg and 846 mg/kg. Four of the samples had detected concentrations of total lead above 50 mg/kg (10 times the STLC) and were subsequently analyzed for STLC lead to determine soluble lead levels. STLC lead was detected above the laboratory reporting limit in each of the four samples analyzed at concentrations ranging from 0.987 milligram per liter (mg/L) to 72.7 mg/L. STLC lead was detected at a concentration exceeding the STLC State of California hazardous waste criteria of 5 mg/L in two of the four samples analyzed. Three samples were analyzed for TCLP lead to determine soluble lead levels. TCLP lead was detected above the laboratory reporting limit in one of the three samples analyzed at a concentration of 0.873 mg/L, which does not exceed the Federal hazardous waste criteria of 5 mg/L. Four soil samples exceeded the residential ESL for lead of 82 mg/kg.

Total chromium was detected above the laboratory reporting limit in each of the 16 samples analyzed at concentrations ranging from 44.3 mg/kg to 103 mg/kg. None of the total chromium concentrations detected exceed the TTLC State of California hazardous waste criteria of 2,500 mg/kg. Total chromium in 14 soil samples was detected at a concentration above 50 mg/kg (10 times the STLC) and were subsequently analyzed for STLC chromium to determine soluble chromium levels. STLC chromium was detected above the laboratory reporting limit in eight of the 16 samples analyzed at concentrations ranging from 0.234 mg/L to 1.71 mg/L, none of which exceeded the STLC State of California hazardous waste criterion of 5 mg/L.

Total mercury was detected above the laboratory reporting limit in six of the 16 samples analyzed at concentrations ranging from 0.14 mg/kg to 13 mg/kg. Total mercury in three sample (LB-2-1.5, LB-2-3.0, and LB-5-1.5) was detected at concentrations above 2.0 mg/kg (10 times the STLC) and was subsequently analyzed for STLC mercury to determine soluble mercury levels. STLC mercury was not detected above the laboratory reporting limits in any of the samples analyzed.

The remaining metal concentrations were below ESLs or within normal background ranges found in the San Francisco Bay Area.

3.2.2 Soil Vapor Analytical Results

Soil vapor analytical results are presented in Table 3. Sixteen VOCs (see Table 3 for full list) were detected above their respective laboratory reporting limits in the four samples analyzed. Benzene was detected in three of four samples analyzed above the residential ESL of 3.2 micrograms per cubic meter ($\mu\text{g}/\text{m}^3$) at concentrations between 3.2 $\mu\text{g}/\text{m}^3$ and 4.5 $\mu\text{g}/\text{m}^3$. Chloroform was detected in two of the four samples analyzed above the residential ESL of 4.1 $\mu\text{g}/\text{m}^3$ at concentrations of 13 $\mu\text{g}/\text{m}^3$ and 24 $\mu\text{g}/\text{m}^3$. Naphthalene was detected above the commercial ESL of 12 $\mu\text{g}/\text{m}^3$ at a concentration of 39 $\mu\text{g}/\text{m}^3$ in one sample (LB-7-SV). PCE was detected above the residential ESL of 15 $\mu\text{g}/\text{m}^3$ at a concentration of 27 $\mu\text{g}/\text{m}^3$ in one sample (LB-4-SV). The remaining VOCs in soil vapor were below their respective ESLs.

Helium was used as a tracer gas around the sampling assembly and borehole during sample collection as a quality assurance/quality control (QA/QC) measure to confirm the sample integrity. No helium was detected above the laboratory reporting limit in the soil vapor samples analyzed. Oxygen and carbon dioxide were analyzed to assess the potential for petroleum vapor bio-attenuation in the shallow soil zone beneath the site. Oxygen was detected above the laboratory reporting limit in each of the soil vapor samples analyzed at levels ranging from 16 to 25 percent by volume (%V). Carbon dioxide was detected above the laboratory reporting limit in each of the soil vapor samples analyzed at concentrations ranging from 0.0044 to 1.1 %V.

4.0 SITE AND SUBSURFACE CONDITIONS

4.1 Site Conditions

The site is currently developed with a two-story at grade commercial building (772 Pacific Avenue) occupied by New Asia Supermarket and a two-story at grade mixed use building occupied by a Chinese restaurant with a residential unit on the second floor (758 Pacific Avenue). The general site topography slopes down to the southeast, with adjacent ground surface elevations ranging from about Elevation 88 feet¹ at the northwestern corner of the site to about Elevation 83 feet at the southeastern corner of the site. The existing buildings are bordered by Pacific Avenue on the

¹ Approximate ground surface elevations taken from the National Oceanographic and Atmospheric Administration (NOAA) database. Elevations in this report reference the North American Vertical Datum of 1988 (NAVD88).

south and by low-rise commercial and residential buildings on the west, north, and east. Neighboring buildings are constructed at grade and are likely supported on shallow foundations.

4.2 Subsurface Conditions

The site is generally underlain by up to about 13½ feet of undocumented fill over dense to very dense sand which is in-turn likely underlain by bedrock. The undocumented fill consists of very soft to stiff clay with interbedded medium dense sand. The undocumented fill is underlain by dense to very dense sand, which was encountered between depths of five and 13½ feet bgs.

Groundwater was not encountered in any of the borings or CPTs. The mapped historical high groundwater level at the site is shown to be about 10 to 15 feet beneath street grades (California Division of Mines and Geology, 2000). The groundwater level may fluctuate several feet seasonally, depending on rainfall conditions.

5.0 DISCUSSION

The results of Langan's subsurface investigation indicate that the site is underlain by one to three feet of fill material in some locations with elevated concentrations of heavy metals. Based on the analytical results from our subsurface investigation and previous environmental testing, two soil samples exceed the State of California hazardous waste criteria and will require disposal as State of California Class I non-RCRA hazardous waste. The areas containing material exceeding State of California Class I non-RCRA hazardous criteria are presented in Figure 3. Soil samples collected from boring LB-5 at a depth of 1.5 feet bgs, and boring LB-7 at a depth of 1.5 feet bgs exceeded the State of California hazardous waste criteria. The material in these areas will most likely be disposed of as a State of California Class I non-RCRA hazardous waste and/or will require additional testing during construction.

The remaining fill material on-site (outside of the areas with concentrations exceeding hazardous waste thresholds) will most likely be disposed of as Class II non-hazardous material due to heavy metals concentrations. Final soil acceptance is dependent on the receiving landfill or facility's acceptance criteria.

Because fill material exists beneath the site, a health and safety plan (HASP) (prepared by others) should be prepared and implemented prior to construction. This Revised Phase III CUP provides recommended measures to mitigate the long-term environmental or health and safety (H&S) risks caused by the presence of heavy metals in the soil. The HASP will outline proper soil

handling procedures and health and safety requirements to minimize worker and public exposure to heavy metals during construction activities.

As a result of the concentrations of PCE exceeding its RWQCB ESL in soil vapor, Langan recommends the installation of a vapor intrusion mitigation system (VIMS) be included in future building design as a conservative vapor mitigation measure. The recommended passive vapor barrier would consist of a continuous, spray-applied vapor barrier membrane located immediately beneath the structural building slab. Below-grade utility conduits entering the building will be sealed to prevent VOC migration along the conduits from outside the building into the sub-slab space beneath the building. The proposed design of the vapor barrier will be performed by a professional engineer (PE) registered in the State of California. In addition, the design engineer will perform construction observation during the installation of the various components of the VIMS.

6.0 RECOMMENDATIONS FOR MITIGATIVE ACTIONS

The results of the environmental investigations at the site indicate that the site is underlain by a layer of fill material with heavy metals and VOCs are present within soil vapor. The presence of these compounds in undocumented fill material poses soil management and potential H&S issues, as part of the site development activities. The soil management objectives for the site are to minimize exposure of constituents in the soil to construction workers at the site, nearby residents and/or pedestrians, and future users of the site.

6.1 Health and Safety Measures

The contractor will be responsible for establishing and maintaining proper H&S procedures to minimize worker and public exposure to site contaminants during construction.

6.1.1 Health and Safety Plan

The potential health risk to on-site construction workers and the public will be minimized by developing and implementing a comprehensive HASP. The purpose of the HASP is to provide field personnel with an understanding of the potential chemical and physical hazards, protection of any off-site receptors, procedures for entering the project site, H&S procedures, and emergency response to hazards should they occur. All project personnel shall read and adhere to the procedures established in this HASP. A copy of this plan will be kept on site during field activities and will be reviewed and updated, as necessary.

The HASP will describe the H&S training requirements (i.e., trained in accordance with Section 1910.120 of 29 Code of Federal Regulations (HAZWOPER training, if needed), specific personal hygiene, and monitoring equipment that will be used during construction to protect and verify the H&S of the construction workers and the general public from exposure to constituents in the soil.

6.1.2 Health and Safety Officer

A site health and safety officer (HASO) identified in the HASP will be on site at all times during excavation activities to ensure that all H&S measures are maintained. The HASO will have authority to direct and stop (if necessary) all construction activities in order to ensure compliance with the HASP. The HASO will be responsible for evaluating any change in site conditions and may stop work to determine if the level of site security and personal protection equipment (PPE) is adequate.

The general public will be protected through the following measures:

- the site will be fenced;
- exposed soil at the construction site will be watered at least twice a day to prevent visible dust from migrating off site;
- soil stockpiles will be covered;
- water will be misted or sprayed during the loading of soil onto trucks for off haul;
- trucks transporting contaminated soil will be covered with a tarpaulin or other cover;
- the wheels of the trucks exiting the site will be cleaned prior to entering public streets;
- public streets will be swept daily if soil is visible; excavation and loading activities will be suspended if winds exceed 20 miles per hour; and
- the fence will be posted with requirements of the safe drinking water and toxic enforcement act (Proposition 65).

6.2 Soil Management

The construction activities will disturb soil during excavation and renovation. During all earthwork activities, soil management, dust control measures, and air monitoring using an organic vapor meter (OVM) and/or photoionization detector (PID) will be implemented to reduce the potential exposure of construction workers, off site receptors, and future site users to constituents in the

soil and soil vapor. The following sections outline specific mitigation measures for the on-site movement of soils; material segregation and disposal; and stockpile soil sampling (if necessary).

6.2.1 On-Site Movement of Soils

Based on the analytical results of the subsurface investigations at the site, two of the soil samples exceeded hazardous waste criteria. For environmental purposes, soil within the boundaries of the site may be moved within or between various portions of the site, managed and re-used without need for sampling, provided the soils are not adjacent to documented or newly discovered soil contamination or unanticipated subsurface conditions, and provided the soil meets site geotechnical requirements. Soil from grids which exceed the criteria for hazardous waste classification will be allowed only for placement back within the grid in which it originated or for potential reuse within other grids that also exceeded the criteria for hazardous waste classification. Soil re-use should be discussed with the geotechnical engineer prior to initiating grading activities. Fill material and native soils should be segregated appropriately during on-site soil movement.

6.2.2 Material Segregation and Disposal

Soils will be segregated based on the pre-profiling results. Soils profiled as hazardous, if encountered, will be either: (1) reused on site in other areas of hazardous soil and kept separate from clean soil generated during site renovation activities; (2) segregated into separate stockpiles from clean soil; or (3) loaded directly onto appropriately licensed trucks and transported to an appropriate off-site facility.

It is recommended that stockpiles be lined with polyethylene plastic sheeting (10 mil minimum thickness) beneath and above the soil to prevent runoff/runoff and fugitive dust emissions. Stockpile lining and covering are mandatory for contaminated soils. Stockpiled soil will be covered and secured at the end of each day.

Based on the proposed renovation of the site, excavation activities will be limited to the depths of proposed foundation elements. Based on the limited area of the site, any excavated soil generated during the construction activities is planned to be stockpiled and reused or directly loaded into trucks for off-site disposal. If soil stockpiling of suspected contaminated soil is to be performed, the excavation contractor shall establish appropriate soil stockpile locations on the site to properly segregate, cover, control dust, profile, and manage the excavated soil. Stockpiled soils are to be placed on top of one layer of 10-mil polyethylene sheeting (or equivalent), such as

Visqueen. When stockpiled soil is not actively being handled, top sheeting will be adequately secured so that all surface areas are covered.

The contractor will establish appropriate off-site disposal locations and direct truck loading scheduling and/or stockpile locations on the site to properly segregate, cover, moisture control, and profile the excavated material. Profiling criteria will ultimately depend on the acceptance criteria of the facilities receiving the material. These procedures will be established by the excavation contractor and coordinated with the proposed facilities prior to initiating excavation.

The contractor, on behalf of the owner, will be responsible for tracking final material dispositions. Though not expected based on the current analytical results, any excavated material considered State of California or Federal RCRA hazardous waste will be tracked using the Uniform Hazardous Waste Manifest System (USEPA Form 8700-22), as applicable. Material not considered hazardous waste will be tracked using non-hazardous bills of lading. These two systems will be used to comply with appropriate state and local requirements. All manifest and bills of lading will be provided to Langan during the excavation activities.

The contractor will arrange for transportation of all soil and material generated during construction for off-site disposal. The excavated material will be transported to the appropriate disposal facility using a permitted, licensed, and insured transportation company. If needed, transporters of hazardous waste must meet the requirements of 40 CFR 263 and 22 CCR 66263. All trucks transporting bulk hazardous waste will be properly lined and covered with compatible materials.

Any material that is to be exported off-site that is characterized as a hazardous waste will require an appropriate USEPA Generator Identification (ID) Number. This USEPA ID number will be recorded on the hazardous waste manifests used to document transport of hazardous waste off-site. The hazardous waste transporter, disposal facility, and U.S. Department of Transportation (DOT) waste description required for each manifest will be determined on a case-by-case basis. A description of the number of containers being shipped, the type of container, and the total quantity of waste being shipped will also be included on each manifest.

The contractor will be responsible for accurate completion of the hazardous waste manifests (if necessary) and non-hazardous bills of lading. Records of all wastes shipped off-site will be maintained by the contractor and will be made available for review on request. The final destination of wastes transported off-site will be documented in the Site Closure Report (Section 7.8).

6.2.3 Soil Sampling

If needed, chemical testing of stockpiled soil will be performed to profile material for off-site disposal. Soil profiling criteria depends on the proposed landfill location or off-site receiving facility. These procedures shall be established by the excavation contractor and coordinated with the proposed landfills or receiving facility prior to initiating soil excavation. Typical soil profiling requirements for landfills or receiving facilities follow the guidelines established by the DTSC Information Advisory, Clean Imported Fill Material dated October 2001, which is a common industry practice for soil characterization. The recommend sampling schedule for soil stockpiles is one four-point composite sample per 250 cubic yards for the first 1,000 cubic yards; one four-point composite sample per 500 cubic yards from 1,000 to 5,000 cubic yards; and one four-point composite sample per 1,000 cubic yards after exceeding 5,000 cubic yards of material generation. If necessary, the samples will be analyzed for analyses typically required by regulated landfills, which may include some or all of the following:

- TPHg, TPHd, and TPHmo by Modified EPA Method 8015M;
- VOCs by EPA Method 8260B;
- SVOCs by EPA Method 8270C;
- OCPs by EPA Method 8081A;
- PCBs by EPA Method 8082;
- California Assessment Metals (CAM) 17 metals by EPA Method 6020; and
- Asbestos by California Air Resource Board (CARB) 435.

The soil sampling frequency and analytical schedule will be established by the landfill and/or receiving facility and coordinated by the general contractor or excavation subcontractor.

If soil samples are required for analysis, the samples shall be collected using a clean stainless-steel liner driven into the soil. The ends of the sample liner shall be covered with Teflon and sealed with plastic end caps and placed into an ice-chilled cooler until delivery under chain-of-custody protocol to a California-certified analytical laboratory. The soil samples collected from the stockpile shall be identified by using a progressive numbering sequence with the date of the sample collection and the location. All appropriate regulatory sampling methods, holding times, and detection limits shall be followed.

6.2.4 Soil Import

If importing soil is necessary for construction, the material should be reviewed by both the environmental and geotechnical engineer for acceptance. The DTSC Information Advisory, Clean Imported Fill Material dated October 2001 will be used to evaluate the environmental chemistry of the import material, and results should be compared to the January 2019 RWQCB ESLs Direct Exposure Human Health Risk Levels (Table S-1) Residential and Commercial Shallow Soil Exposure cancer risk and non-cancer hazardous screening criteria. Metal compounds will also be compared to background concentrations typically found in Bay Area soils, and State and Federal Hazardous waste criteria.

6.3 Groundwater Management

Groundwater was not encountered during our subsurface investigations. The proposed construction activities most likely will not encounter groundwater in quantities that may require its removal from the subsurface. If dewatering and removal of groundwater is required for construction, a permit should be obtained from SFPUC prior to any groundwater discharge. SFPUC determines final acceptance of the groundwater into the combined sanitary sewer system according to the guidelines established in the SFPUC *Batch Wastewater Discharge Permit Requirements* dated 18 May 2012.

6.4 Odor Control

When needed, odor suppression measures will be implemented by the contractor to minimize odor during excavation activities. Mitigation measures to be considered for minimization of odors during excavation activities include but are not limited to: (a) limiting the area of open excavations; (b) shrouding open excavations with tarps and other covers; (c) use of foams to cover exposed odorous soil material; (d) use of chemical odorants in spray or misting systems; and (e) use of staff to monitor odors in surrounding area.

6.5 Vapor Mitigation

As described in Section 3.2, soil gas concentrations of four VOC compounds exceed cancer-risk ESLs under the residential scenario. As a result, the proposed structure at the site will be designed to mitigate against potential vapor intrusion from the soil gas into indoor air. The VMS will consist of a continuous, spray-applied vapor barrier membrane located immediately beneath the structural building slab. Below-grade utility conduits entering the building will be sealed to prevent VOC migration along the conduits from outside the building into the sub-slab space

beneath the buildings. The proposed design of the VMS will be performed by a professional engineer (PE) registered in the State of California.

In addition, the design engineer will perform construction observation during the installation of the various components of the VMS.

6.6 Contingency Procedures

Hazardous materials or unanticipated subsurface conditions; including, but not limited to, underground storage tanks (USTs), sumps and/or vaults, former monitoring wells, and soil with petroleum hydrocarbon odors and/or stains may be encountered during excavation activities. If unanticipated hazardous materials or subsurface conditions are encountered, the following procedures should be implemented:

- Stop work in the area where the suspect material or feature was encountered and cover it with plastic sheeting;
- Notify the site superintendent, the owner, and Langan for a site visit and appropriate action in the suspect area; and
- Review the existing HASP and make revisions, if necessary; and have appropriately trained personnel on-site to work with the affected materials, once directed by the contractor.

If a UST and/or associated product lines are found, arrange for a licensed hazardous substances removal contractor (Department of Consumer Affairs, Contractors State License Board, Business & Professions Code, Division 3, Chapter 9 Contractors, Article 4 Classifications, Section 7058.7) to properly remove and dispose of the UST. Proper permits and notifications (including with, but not limited to, San Francisco Department of Public Health (SFDPH) and San Francisco Fire Department [SFFD]) should be in place prior to removing the UST. If soil staining is observed, place the affected soil into a stockpile onto plastic sheets and cover with plastic sheets. Langan will complete soil sampling and analysis tasks for UST closure in accordance with SFDPH and SFFD requirements.

If a sump and/or vaults are encountered during excavation activities, contact the owner and Langan for a site visit and appropriate action. If no liquid, obvious staining, or odors are observed, sump and/or vaults will likely be destroyed and disposed of off-site. If liquid or soil is present within the sump and/or vault and/or obvious staining and odors are observed, Langan will collect samples for analyses to determine how to properly manage disposal of the material.

If stained soil or odors are observed, plastic sheeting will be placed over the affected area by contractor and the owner and Langan will be contacted for documentation and appropriate action. If the material is to be excavated, the material will be stockpiled onto plastic sheeting and covered with plastic sheeting. Soil samples will be collected and analyzed to determine proper disposal of the material.

6.7 Closure Report

A Closure Report will be prepared by Langan upon completion of site mitigation activities. This report will present a chronology of the construction events, a summary of analytical data, bills of lading, manifests, weight tickets, and a description of all mitigation activities at the site. It will also include a certification statement that indicates the mitigation activities have been performed in accordance with this Revised Phase III CUP.

7.0 LIMITATIONS

Descriptions of specific field activities and historical events are based on our observations and on information provided by others. The opinions and information presented in this report apply to site conditions and the information that was available at the time the work was performed and do not apply to changes of which we are not aware or have not had the opportunity to evaluate. Langan makes no guarantees or warranties with respect to the accuracy or completeness of this information.

TABLES

Table 1
Soil Analytical Results for Non-metals
772 Pacific Avenue
San Francisco, California

731764201
March 2024

Sample ID	Sample Depth (feet bgs)	Date Sampled	TPHg	TPHd	TPHmo	VOCs	N-nitroso -di-n-propylamine	Acenaph-thene	Dibenozo-furan	Fluorene	Phenan-threne	Anthracene	Carbazole	Fluoroan-thene	Pyrene	Benzo(a)-anthracene	Chrysene	Bis (2-ehthylhexyl) phthalate	Benzo(b) fluoroan-thene	Benzo(k) fluoroan-thene	Benzo(a) pyrene
			mg/kg																		
LB-2-1.5	1.5	12/13/2022	< 0.043	6.95 x	43.2	ND	< 0.0132	0.0109 J	0.013 J	0.011J	0.078 J	0.0168 J	0.0119 J	0.0654 J	0.0763 J	0.0311 J	0.0419 J	0.0755 J	0.0632 J	0.0104 J	0.0183 J
LB-2-3.0	3.0	12/13/2022	< 0.043	3.77 x	16.6	ND	0.0141 J	< 0.0107	< 0.0112	< 0.0103	< 0.00932	< 0.00891	< 0.0107	< 0.010	0.0177 J	< 0.0098	< 0.0152	0.0302 J	< 0.012	< 0.00816	< 0.0098
LB-2-5.0	5.0	12/13/2022	< 0.043	2.17 x	9.64	ND	< 0.0132	< 0.0107	< 0.0112	< 0.0103	< 0.00932	< 0.00891	< 0.0107	< 0.010	< 0.012	< 0.0098	< 0.0152	< 0.0153	< 0.012	< 0.00816	< 0.0098
LB-3-1.5	1.5	12/13/2022	< 0.043	9.63 x	8.00	ND	< 0.0132	< 0.0107	< 0.0112	< 0.0103	< 0.00932	< 0.00891	< 0.0107	< 0.010	0.0186 J	< 0.0098	< 0.0152	0.0224 J	< 0.012	< 0.00816	< 0.0098
LB-3-3.0	3.0	12/13/2022	< 0.043	4.73 x	6.14	ND	< 0.0132	< 0.0107	< 0.0112	< 0.0103	< 0.00932	< 0.00891	< 0.0107	< 0.010	0.0137 J	< 0.0098	< 0.0152	< 0.0153	< 0.012	< 0.00816	< 0.0098
LB-3-5.0	5.0	12/13/2022	< 0.043	2.91 x	10.4	ND	< 0.0132	< 0.0107	< 0.0112	< 0.0103	< 0.00932	< 0.00891	< 0.0107	< 0.010	< 0.012	< 0.0098	< 0.0152	0.0186 J	< 0.012	< 0.00816	< 0.0098
LB-4-1.5	1.5	12/13/2022	< 0.043	< 0.66	< 0.76	ND	< 0.0132	< 0.0107	< 0.0112	< 0.0103	< 0.00932	< 0.00891	< 0.0107	< 0.010	0.0149 J	< 0.0098	< 0.0152	< 0.0153	< 0.012	< 0.00816	< 0.0098
LB-4-3.0	3.0	12/13/2022	< 0.043	< 0.66	< 0.76	ND	< 0.0132	< 0.0107	< 0.0112	< 0.0103	< 0.00932	< 0.00891	< 0.0107	< 0.010	< 0.012	< 0.0098	< 0.0152	< 0.0153	< 0.012	< 0.00816	< 0.0098
LB-4-5.0	5.0	12/13/2022	<0.043	< 0.66	< 0.76	ND	< 0.0132	< 0.0107	< 0.0112	< 0.0103	< 0.00932	< 0.00891	< 0.0107	< 0.010	< 0.012	< 0.0098	< 0.0152	0.0223 J	< 0.012	< 0.00816	< 0.0098
LB-5-1.5	1.5	12/13/2022	< 0.043	3.79 x	17.5	ND	< 0.0132	< 0.0107	< 0.0112	< 0.0103	0.0673 J	0.0118 J	< 0.0107	0.0724 J	0.0811 J	0.0565 J	0.0677 J	< 0.0153	0.0797 J	0.0266 J	0.0790 J
LB-6-2.0	2.0	12/13/2022	< 0.043	< 0.66	5.82	ND	< 0.0132	< 0.0107	< 0.0112	< 0.0103	< 0.00932	< 0.00891	< 0.0107	< 0.010	< 0.012	< 0.0098	< 0.0152	< 0.0153	< 0.012	< 0.00816	< 0.0098
LB-6-3.5	3.5	12/13/2022	< 0.043	< 0.66	< 0.76	ND	< 0.0132	< 0.0107	< 0.0112	< 0.0103	< 0.00932	< 0.00891	< 0.0107	< 0.010	< 0.012	< 0.0098	< 0.0152	< 0.0153	< 0.012	< 0.00816	< 0.0098
LB-6-5.0	5.0	12/13/2022	< 0.043	< 0.66	6.38	ND	< 0.0132	< 0.0107	< 0.0112	< 0.0103	< 0.00932	< 0.00891	< 0.0107	< 0.010	< 0.012	< 0.0098	< 0.0152	< 0.0153	< 0.012	< 0.00816	< 0.0098
LB-7-1.5	1.5	12/13/2022	< 0.043	2.51 x	22.4	ND	< 0.0132	< 0.0107	< 0.0112	< 0.0103	< 0.00932	< 0.00891	< 0.0107	< 0.010	0.0168 J	< 0.0098	< 0.0152	0.313 J	< 0.012	< 0.00816	< 0.0098
LB-7-3.0	3.0	12/13/2022	< 0.043	< 0.66	6.32	ND	< 0.0132	< 0.0107	< 0.0112	< 0.0103	< 0.00932	< 0.00891	< 0.0107	< 0.010	< 0.012	< 0.0098	< 0.0152	< 0.0153	< 0.012	< 0.00816	< 0.0098
LB-7-5.0	5.0	12/13/2022	< 0.043	< 0.66	5.74	ND	< 0.0132	< 0.0107	< 0.0112	< 0.0103	< 0.00932	< 0.00891	< 0.0107	< 0.010	< 0.012	< 0.0098	< 0.0152	< 0.0153	< 0.012	< 0.00816	< 0.0098
Screening Criteria (mg/kg)																					
RWQCB Tier 1 ESLs ¹			100	260	100	Various	--	12,000	--	6	7.8	1.9	--	0.69	7.8	0.63	2.2	0.8	1.1	2.8	0.11
RWQCB Residential ESLs - Cancer Risk ¹			--	--	--	Various	--	--	--	--	--	--	--	--	--	1.1	110	39	1.1	11	0.11
RWQCB Residential ESLs - Non-Cancer Hazard ²			430	260	12,000	Various	--	3600	--	2400	--	18000	--	2400	1800	--	--	1300	--	--	18
RWQCB Commercial / Industrial ESLs - Cancer Risk ³			--	--	--	Various	--	--	--	--	--	--	--	--	--	20	2100	160	2.1	210	2.1
RWQCB Commercial / Industrial ESLs - Non-Cancer Hazard ⁴			2,000	1,200	180,000	Various	--	45,000	--	30,000	--	2300000	--	30000	23,000	--	--	16000	--	--	220
Asbestos Toxic Control Measure ⁵			--	--	--	--															

Table 1
Soil Analytical Results for Non-metals
772 Pacific Avenue
San Francisco, California

Sample ID	Sample Depth (feet bgs)	Date Sampled	Indeno (1,2,3-c,d) pyrene	Benzo (g,h,i) perylene	Naphthalene	2-Methylnaphthalene	All Other SVOCs	4,4 - DDE	All Other OCPs	PCBs	Total Cyanides	pH	Asbestos
			mg/kg										%
LB-2-1.5	1.5	12/13/2022	0.0153 J	< 0.0167	0.0299 J	0.013 J	ND	0.000679 J	ND	ND	ND	5.79	ND
LB-2-3.0	3.0	12/13/2022	< 0.0138	< 0.0167	< 0.0106	< 0.0104	ND	< 0.00061	ND	ND	ND	6.72	ND
LB-2-5.0	5.0	12/13/2022	< 0.0138	< 0.0167	< 0.0106	< 0.0104	ND	< 0.00061	ND	ND	ND	6.63	ND
LB-3-1.5	1.5	12/13/2022	< 0.0138	< 0.0167	< 0.0106	< 0.0104	ND	< 0.00061	ND	ND	ND	7.73	ND
LB-3-3.0	3.0	12/13/2022	< 0.0138	< 0.0167	< 0.0106	< 0.0104	ND	< 0.00061	ND	ND	ND	8.65	ND
LB-3-5.0	5.0	12/13/2022	< 0.0138	< 0.0167	< 0.0106	< 0.0104	ND	< 0.00061	ND	ND	ND	8.78	ND
LB-4-1.5	1.5	12/13/2022	< 0.0138	< 0.0167	< 0.0106	< 0.0104	ND	< 0.00061	ND	ND	ND	8.40	ND
LB-4-3.0	3.0	12/13/2022	< 0.0138	< 0.0167	< 0.0106	< 0.0104	ND	< 0.00061	ND	ND	ND	7.72	ND
LB-4-5.0	5.0	12/13/2022	< 0.0138	< 0.0167	< 0.0106	< 0.0104	ND	< 0.00061	ND	ND	ND	7.50	ND
LB-5-1.5	1.5	12/13/2022	0.063 J	0.063 J	0.0262 J	< 0.0104	ND	< 0.00061	ND	ND	ND	8.17	ND
LB-6-2.0	2.0	12/13/2022	< 0.0138	< 0.0167	< 0.0106	< 0.0104	ND	< 0.00061	ND	ND	ND	8.07	ND
LB-6-3.5	3.5	12/13/2022	< 0.0138	< 0.0167	< 0.0106	< 0.0104	ND	< 0.00061	ND	ND	ND	7.50	ND
LB-6-5.0	5.0	12/13/2022	< 0.0138	< 0.0167	< 0.0106	< 0.0104	ND	< 0.00061	ND	ND	ND	7.25	ND
LB-7-1.5	1.5	12/13/2022	< 0.0138	< 0.0167	< 0.0106	< 0.0104	ND	< 0.00061	ND	ND	ND	8.19	ND
LB-7-3.0	3.0	12/13/2022	< 0.0138	< 0.0167	< 0.0106	< 0.0104	ND	< 0.00061	ND	ND	ND	7.40	ND
LB-7-5.0	5.0	12/13/2022	< 0.0138	< 0.0167	< 0.0106	< 0.0104	ND	< 0.00061	ND	ND	ND	7.12	ND
Screening Criteria (mg/kg)													
RWQCB Tier 1 ESLs ¹			0.48	2.5	0.042	0.88	Various	0.33	Various	Various	0.0034	--	--
RWQCB Residential ESLs - Cancer Risk ¹			1.1	--	3.8	--	Various	1.8	Various	Various	--	--	--
RWQCB Residential ESLs - Non-Cancer Hazard ²			--	--	130	240	Various	--	Various	Various	5.5	--	--
RWQCB Commercial / Industrial ESLs - Cancer Risk ³			21	--	17	--	Various	8.3	Various	Various	--	--	--
RWQCB Commercial / Industrial ESLs - Non-Cancer Hazard ⁴			--	--	580	3000	Various	--	Various	Various	250	--	--
Asbestos Toxic Control Measure ⁵							--			--	--	--	0.25

Table 1
Soil Analytical Results for Non-metals
772 Pacific Avenue
San Francisco, California

731764201
March 2024

Abbreviations:

TPHg = Total Petroleum Hydrocarbons as Gasoline

TPHd = Total Petroleum Hydrocarbons as Diesel

TPHmo = Total Petroleum Hydrocarbons as Motor Oil

VOCs = Volatile Organic Carbons

SVOCs = Semi-volatile Organic Carbons

PCBs = Polychlorinated Biphenyls

mg/kg = Milligrams per kilogram

ug/kg = Micrograms per kilograms

ND = Not detected at or above the laboratory reporting limit

" - " = Not analyzed or screening criteria not established

< 0.5 = Analyte was not detected above the laboratory reporting limit (0.5 mg/kg).

J = Indicates a value between the method MDL and PQL and that the reported concentration should be considered as estimated rather than quantitative

x = Used to indicate that a value based on pattern identification is within the pattern range but not typical of the pattern found in standards

ESLs = Environmental Screening Levels

RWQCB = San Francisco Bay Regional Water Quality Control Board

ATCM - Asbestos Toxic Control Measure

Notes:

Underline indicates concentration is at or above Tier 1 ESLs

Bold indicates concentration is above Residential ESLs

Bold indicates concentration is above Commercial ESLs

¹ - San Francisco Bay Regional Water Quality Control Board (RWQCB), Soil: Direct Exposure Human Health Risk Levels (Table S-1) Shallow Soil Tier 1 Environmental Screening Levels, dated January 2019

² - RWQCB, Soil: Direct Exposure Human Health Risk Levels (Table S-1) Shallow Soil Residential Cancer Risk Environmental Screening Levels, dated January 2019

³ - RWQCB, Soil: Direct Exposure Human Health Risk Levels (Table S-1) Shallow Soil Residential Non-Cancer Risk Environmental Screening Levels, dated January 2019

⁴ - RWQCB, Soil: Direct Exposure Human Health Risk Levels (Table S-1) Shallow Soil Commercial / Industrial, Cancer Risk Environmental Screening Levels, dated January 2019

⁵ - RWQCB, Soil: Direct Exposure Human Health Risk Levels (Table S-1) Shallow Soil Commercial / Industrial, Non-Cancer Risk Environmental Screening Levels, dated January 2019

⁶ - Asbestos Toxic Control Measure (ATCM), California Air Resources Board regulatory threshold screening level

Table 2
Soil Analytical Results for Metals
772 Pacific Avenue
San Francisco, California

731764201
March 2024

Sample ID	Sample Depth (feet bgs)	Date Sampled	Antimony	Arsenic	Barium	Beryllium	Cadmium	Chromium	STLC Chromium	Cobalt	Copper	Lead	STLC Lead	TCLP Lead	Molybdenum	Mercury	STLC Mercury	Nickel	Selenium	Silver	Thallium	Vanadium	Zinc
Units				mg/kg					mg/L	mg/kg			mg/L		mg/kg		mg/L	mg/kg					
LB-2-1.5	1.5	12/13/2022	2.40	7.98	195	0.224 J	0.312 J	64.1	0.702	3.31	104	598	0.987	< 0.050	0.644 J	7.6	< 0.020	23.3	1.56	0.696	< 0.34	35.7	178
LB-2-3.0	3.0	12/13/2022	0.806 J	8.44	124	0.352 J	0.772 J	57.3	1.71	17.0	44.2	113	1.86	--	0.493 J	3.9	< 0.020	34.6	2.23	0.587	< 0.34	41.9	516
LB-2-5.0	5.0	12/13/2022	< 0.12	3.18	76.7	0.275 J	< 0.084	97.0	0.878	8.66	10.9	4.16	--	--	0.196 J	0.14 J	--	45.6	1.91	0.182 J	< 0.34	63.8	143
LB-3-1.5	1.5	12/13/2022	0.149 J	3.31	73.1	0.349 J	0.114 J	69.4	1.51	11.6	13.7	40.2	--	--	0.255 J	0.34 J	--	40.7	2.20	<0.098	< 0.34	54.7	85.5
LB-3-3.0	3.0	12/13/2022	< 0.12	2.92	62.6	0.305 J	< 0.084	72.6	0.387	8.95	10.6	20.9	--	--	0.180 J	< 0.083	--	40.1	1.73	< 0.098	< 0.34	49.3	52.3
LB-3-5.0	5.0	12/13/2022	< 0.12	3.01	75.2	0.329 J	0.0940 J	82.2	0.234	13.1	9.63	4.87	--	--	0.152 J	< 0.083	--	61.2	2.06	< 0.098	< 0.34	58.5	40.0
LB-4-1.5	1.5	12/13/2022	< 0.12	2.61	65.2	0.298 J	< 0.084	72.5	0.462	6.29	7.28	3.25	--	--	< 0.13	< 0.083	--	36.3	2.04	< 0.098	< 0.34	50.2	26.7
LB-4-3.0	3.0	12/13/2022	< 0.12	3.47	90.1	0.340 J	< 0.084	86.8	< 0.010	10.5	9.32	3.71	--	--	0.157 J	< 0.083	--	53.5	2.39	< 0.098	< 0.34	60.4	29.4
LB-4-5.0	5.0	12/13/2022	< 0.12	2.93	57.8	0.289 J	< 0.084	71.5	< 0.010	12.8	7.95	4.85	--	--	0.135 J	< 0.083	--	50.7	1.90	< 0.098	< 0.34	51.3	27.6
LB-5-1.5	1.5	12/13/2022	2.43	4.14	107	0.281 J	0.224 J	44.3	--	9.18	15.8	473	18.5	< 0.20	0.331 J	13.0	< 0.020	23.3	1.57	0.104 J	< 0.34	38.1	182
LB-6-2.0	2.0	12/13/2022	< 0.12	4.14	121	0.395 J	< 0.084	89.7	< 0.010	11.5	10.5	5.81	--	--	0.197 J	< 0.083	--	51.7	2.55	< 0.098	< 0.34	61.4	28.5
LB-6-3.5	3.5	12/13/2022	< 0.12	3.71	50.7	0.246 J	< 0.084	103	< 0.010	6.20	6.80	2.45	--	--	< 0.13	< 0.083	--	56.1	1.91	< 0.098	< 0.34	59.5	23.9
LB-6-5.0	5.0	12/13/2022	< 0.12	3.61	35.4	0.235 J	< 0.084	96.2	0.438	6.61	7.22	3.11	--	--	< 0.13	< 0.083	--	54.0	1.73	< 0.098	< 0.34	56.6	24.0
LB-7-1.5	1.5	12/13/2022	0.534 J	3.64	576	0.294 J	0.0960 J	49.2	--	8.85	141	846	72.7	0.873	0.320 J	0.99	--	20.9	1.72	1.70	< 0.34	32.9	204
LB-7-3.0	3.0	12/13/2022	< 0.12	3.25	70.6	0.399 J	< 0.084	75.5	< 0.010	4.35	10.1	6.21	--	--	0.262 J	< 0.083	--	22.1	2.24	< 0.098	< 0.34	50.8	20.5
LB-7-5.0	5.0	12/13/2022	< 0.12	3.13	98.6	0.345 J	< 0.084	84.5	< 0.010	8.05	7.97	10.9	--	--	< 0.13	< 0.083	--	42.5	1.90	< 0.098	< 0.34	56.3	26.0
Screening Criteria																							
RWQCB Tier 1 ESLs ¹			11	0.067	390	5	1.9	160	--	23	180	32	--	--	6.9	13	--	86	2	250	0.78	18	340
RWQCB Residential ESLs - Cancer Risk ²			--	0.067	--	1600	910	--	--	420	--	82	--	--	--	--	--	15,000	--	--	--	--	--
RWQCB Residential ESLs - Non-Cancer Hazard ³			11	0.26	15,000	16	78	--	--	23	3,100	80	--	--	390	13	--	820	390	390	0.78	390	23000
RWQCB Commercial / Industrial ESLs - Cancer Risk ⁴			--	0.31	--	6900	4000	--	--	1900	--	380	--	--	--	--	--	64000	--	--	--	--	--
RWQCB Commercial / Industrial ESLs - Non-Cancer Hazard ⁵			160	3.6	220,000	230	1,100	--	--	350	47,000	320	--	--	5,800	190	--	11000	5800	5800	12	5,800	350000
CAEPA Total Threshold Limit Concentration (TTLC)			500	500	10,000	75	100	2,500	--	8000	2500	1000	--	--	3500	20	--	2000	100	500	700	2400	5000
California Soluble Limit Concentration (STLC)			15	--	--	1	1	--	5	--	--	--	5	5	350	0.2	0.2	--	1	--	7	--	--
Federal Toxicity Characteristic Leaching Procedure (TCLP)			--	--	--	--	1	--	5	--	--	--	5	5	--	0.2	--	--	1	--	--	--	--
Background Metal Concentrations ⁶			1.5-7.1	1.2-31	41-411	0.29-1.1	0.27-3.3	10-142	--	6.2-25.5	5.4-100	4.8-65	--	--	0.33-11.4	0.07-0.6	--	16-144	< 0.25-7	0.2-2.2	< 0.25-42.5	22-90	33-282

Abbreviations:
mg/kg = miligrams per kilogram
mg/L = miligrams per liter
ND = Not detected at or above the laboratory reporting limit
" -- " = Not analyzed or screening criteria not established
64.1 - Concentration is greater than 10 times the STLC
18.5 - Concentration exceeds hazardous waste threshold
< 0.5 = Analyte was not detected above the laboratory reporting limit (0.5 mg/kg).
J = Indicates a value between the method MDL and PQL and that the reported concentration should be considered as estimated rather than quantitative
ESLs = Environmental Screening Levels
RWQCB = San Francisco Bay Regional Water Quality Control Board
TTLC = Total Threshold Limit Concentration
STLC = Soluble Threshold Limit Concentration
TCLP - Toxicity Characteristic Leaching Procedure

Notes:
Underline indicates concentration is at or above Tier 1 ESLs
Bold indicates concentration is above Residential ESLs
Bold indicates concentration is above Commercial ESLs or Hazardous Waste Criteria
Highlight indicates concentration is above Background Metal Concentrations

¹ - San Francisco Bay Regional Water Quality Control Board (RWQCB), Soil: Direct Exposure Human Health Risk Levels (Table S-1) Shallow Soil Tier 1 Environmental Screening Levels, dated January 2019
² - RWQCB, Soil: Direct Exposure Human Health Risk Levels (Table S-1) Shallow Soil Residential Cancer Risk Environmental Screening Levels, dated January 2019
³ - RWQCB, Soil: Direct Exposure Human Health Risk Levels (Table S-1) Shallow Soil Residential Non-Cancer Risk Environmental Screening Levels, dated January 2019
⁴ - RWQCB, Soil: Direct Exposure Human Health Risk Levels (Table S-1) Shallow Soil Commercial / Industrial, Cancer Risk Environmental Screening Levels, dated January 2019
⁵ - RWQCB, Soil: Direct Exposure Human Health Risk Levels (Table S-1) Shallow Soil Commercial / Industrial, Non-Cancer Risk Environmental Screening Levels, dated January 2019
⁶ - Environmental Resources Management. Feasibility Study, Hookston Station, Pleasant Hill, California. Appensix A, Table A-1, "Comparison of Background Concentrations of Metals in Bay Area Soils," July 2006.



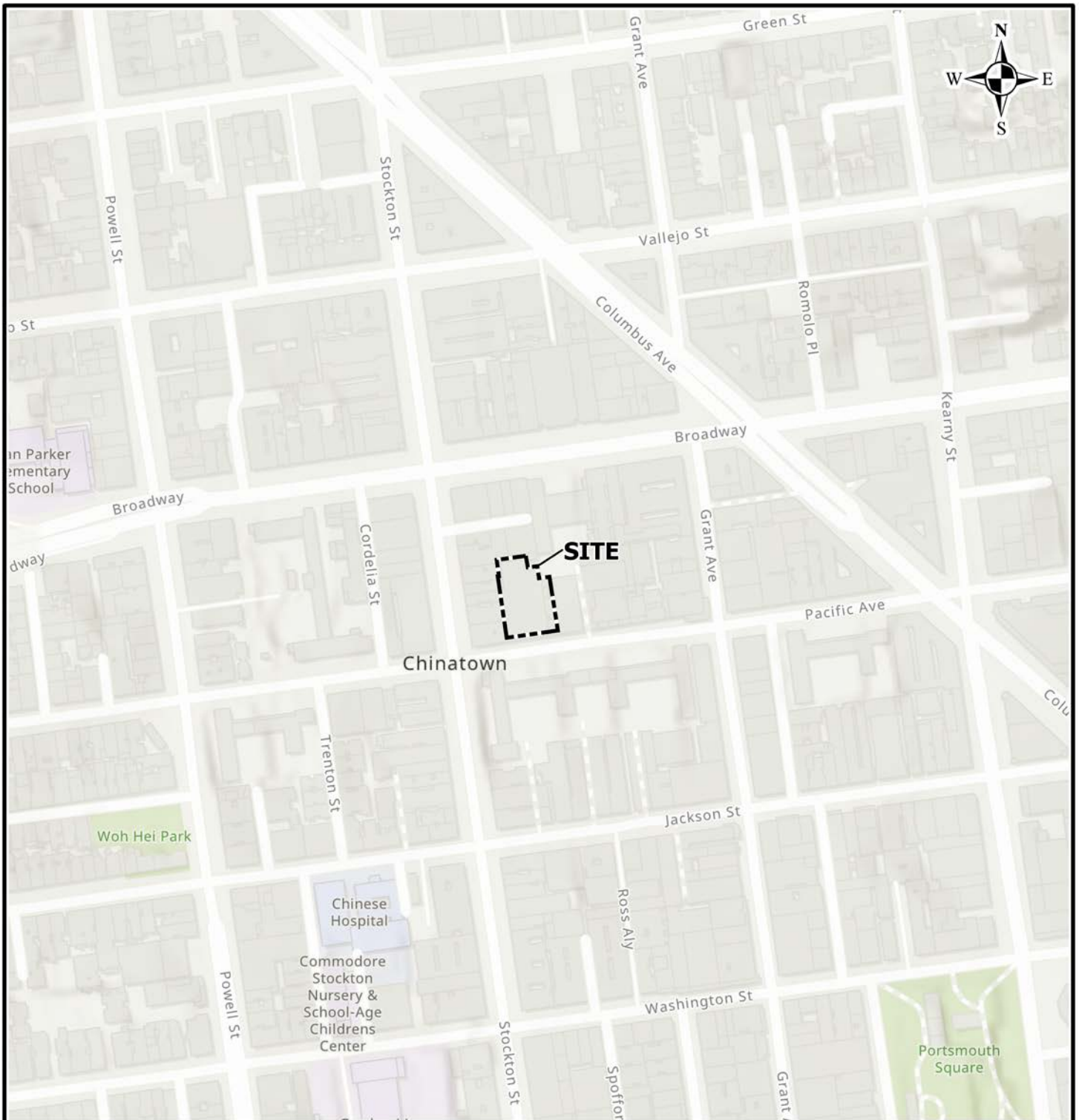
Table 3
Soil Vapor Analytical Results
772 Pacific Avenue
San Francisco, California

Sample ID	Sample Depth (feet bgs)	Date Sampled	Acetone	Benzene	2-Butanone (MEK)	Chloroform	Chloro- methane	Dichlorodi- fluoro- methane	2- Hexanone	MIBK	Naphthale ne	Styrene	PCE	Toluene	Trichloro- fluoro- methane	1,2,4- Trimethyl- benzene	Xylene (m+p)	Xylene (o)	All Other VOCs	Oxygen	Carbon Dioxide	Helium
Units			µg/m ³																		%v	
LB-3-SV	NA	12/13/2022	< 60	3.2	< 15	< 2.5	2.2	< 2.5	< 2.1	< 2.1	< 2.7	< 2.2	< 3.5	< 1.9	< 2.9	< 2.5	< 4.4	< 2.2	ND	25	0.033	ND
LB-4-SV	NA	12/13/2022	110	4.0	23	24	< 1.0	17	6.0	2.3	< 2.7	< 2.2	27	3.6	31	< 2.5	< 4.4	< 2.2	ND	16	0.90	ND
LB-5-SV	NA	12/13/2022	110	2.1	34	13	< 1.0	< 2.5	6.4	6.3	< 2.7	< 2.2	5.0	2.6	3.4	3.7	< 4.4	< 2.2	ND	16	1.1	ND
LB-7-SV	NA	12/14/2022	< 60	4.5	< 15	< 2.5	< 1.0	< 2.5	7.5	3.1	39	2.8	10	10	< 2.9	5.5	7.0	3.1	10	18	0.0044	ND
Screening Criteria (ug/m ³)																						
RWQCB Residential ESLs - Cancer Risk ¹			--	3.2	--	4.1	--	--	--	--	2.8	--	15	--	--	--	--	--	Various	--	--	--
RWQCB Residential ESLs - Non-Cancer Hazard ²			1,100,000	100	170,000	3,400	3,100	--	--	100,000	100	31,000	1,400	10,000	--	--	3,500	3,500	Various	--	--	--
RWQCB Commercial / Industrial ESLs - Cancer Risk ³			--	14	--	18	--	--	--	--	12	--	67	--	--	--	--	--	Various	--	--	--
RWQCB Commercial / Industrial ESLs - Non-Cancer Hazard ⁴			4,500,000	440	730,000	14,000	13,000	--	--	440,000	440	130,000	5,800	44,000	--	--	15,000	15,000	Various	--	--	--

Notes:
bgs - below grade surface
MIBK = Methyl isobutyl ketone
MEK = 2-Butanone
PCE - Tetrachloroethene
TCE- Trichloroethene
TPHg = Total Petroleum Hydrocarbons as Gasoline
VOCs = Volatile organic compounds
µg/m³- Micrograms per cubic meter
%v - Percent by volume
< 5.3 - Analyte was not detected above the laboratory reporting limit (5.3 µg/m³)
-- Not analyzed , or screening criteria not established
ND - Analyte Not Detected
RWQCB = San Francisco Bay Regional Water Quality Control Board

Notes:
Bold indicates concentration is at or above Residential ESLs
Bold indicates concentration is at or above Commercial ESLs
¹ - RWQCB, Subslab/Soil Gas Vapor Intrusion: Human Health Risk Levels (Table SG-1) Residential Cancer Risk Environmental Screening Levels, dated January 2019
² - RWQCB, Subslab/Soil Gas Vapor Intrusion: Human Health Risk Levels (Table SG-1) Residential Non-Cancer Risk Environmental Screening Levels, dated January 2019
³ - RWQCB, Subslab/Soil Gas Vapor Intrusion: Human Health Risk Levels (Table SG-1) Commercial / Industrial, Cancer Risk Environmental Screening Levels, dated January 2019
⁴ - RWQCB, Subslab/Soil Gas Vapor Intrusion: Human Health Risk Levels (Table SG-1) Commercial / Industrial, Non-Cancer Risk Environmental Screening Levels, dated January 2019

FIGURES



Legend

 Approximate Site Boundary

Notes:

1. Topographic basemap is provided through Langan's Esri ArcGIS software licensing and ArcGIS online Copyright: © 2019 National Geographic Society, i-cubed.
2. Site located in the San Francisco North USGS Quadrangle.
3. All features shown are approximate.



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Project

**772 & 758 PACIFIC
AVENUE**

SAN FRANCISCO

SAN FRANCISCO COUNTY

CALIFORNIA

Figure Title

**SITE
LOCATION MAP**

Project No.

731764201

Date

3/25/2024

Scale

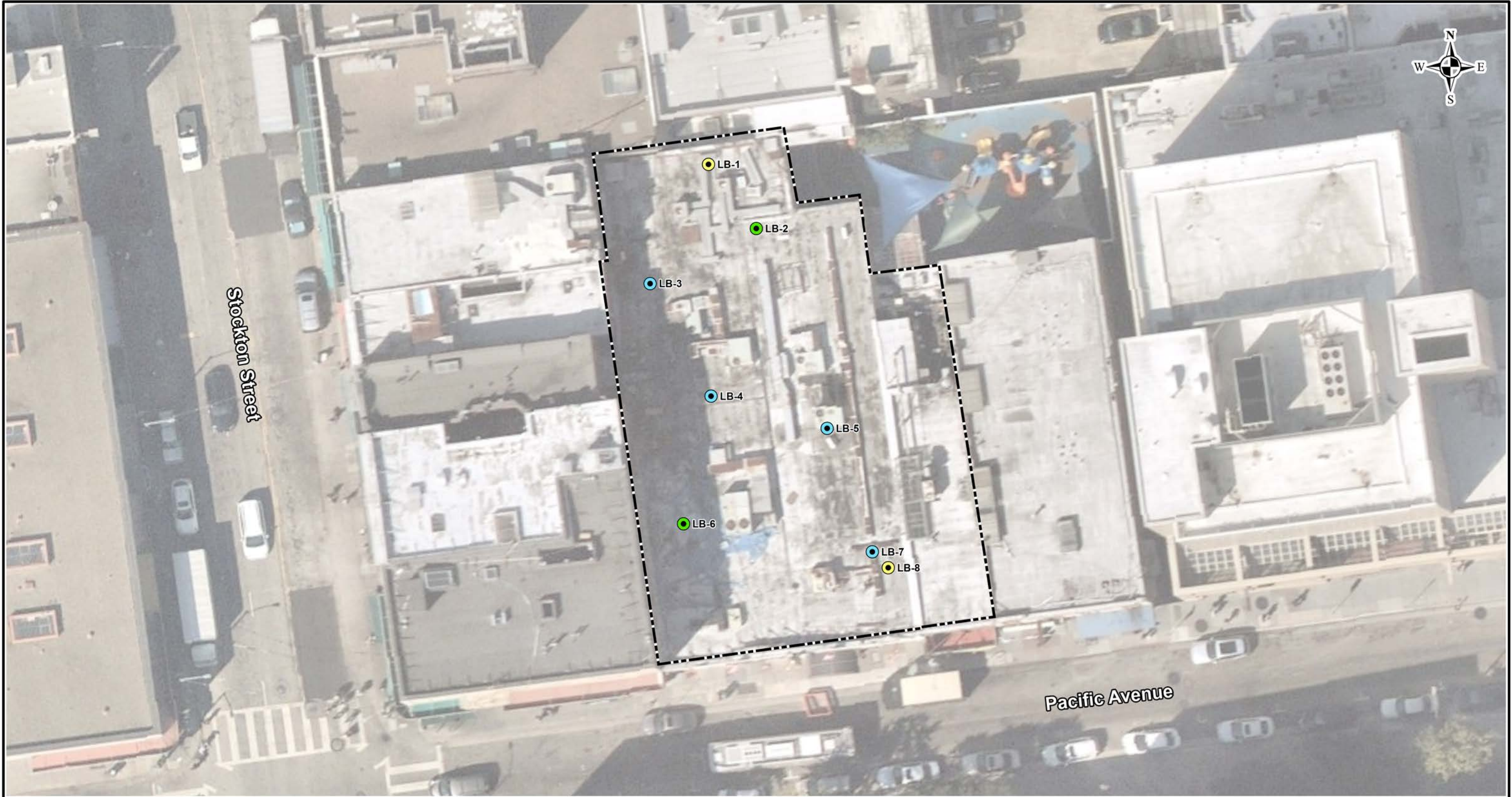
1" = 250'

Drawn By

AC

Figure

1



Legend

- Approximate Location of Geotechnical CPT Boring
- Approximate Location of Geotechnical DPT Boring and Environmental Soil Sample
- Approximate Location of Environmental Soil and Soil Vapor Sample
- Approximate Site Boundary

Notes:

1. Aerial imagery provided by Nearmap, 9/16/2022.
2. All features shown are approximate.

250

0

250

SCALE IN FEET

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Project

772 & 758 PACIFIC AVENUE

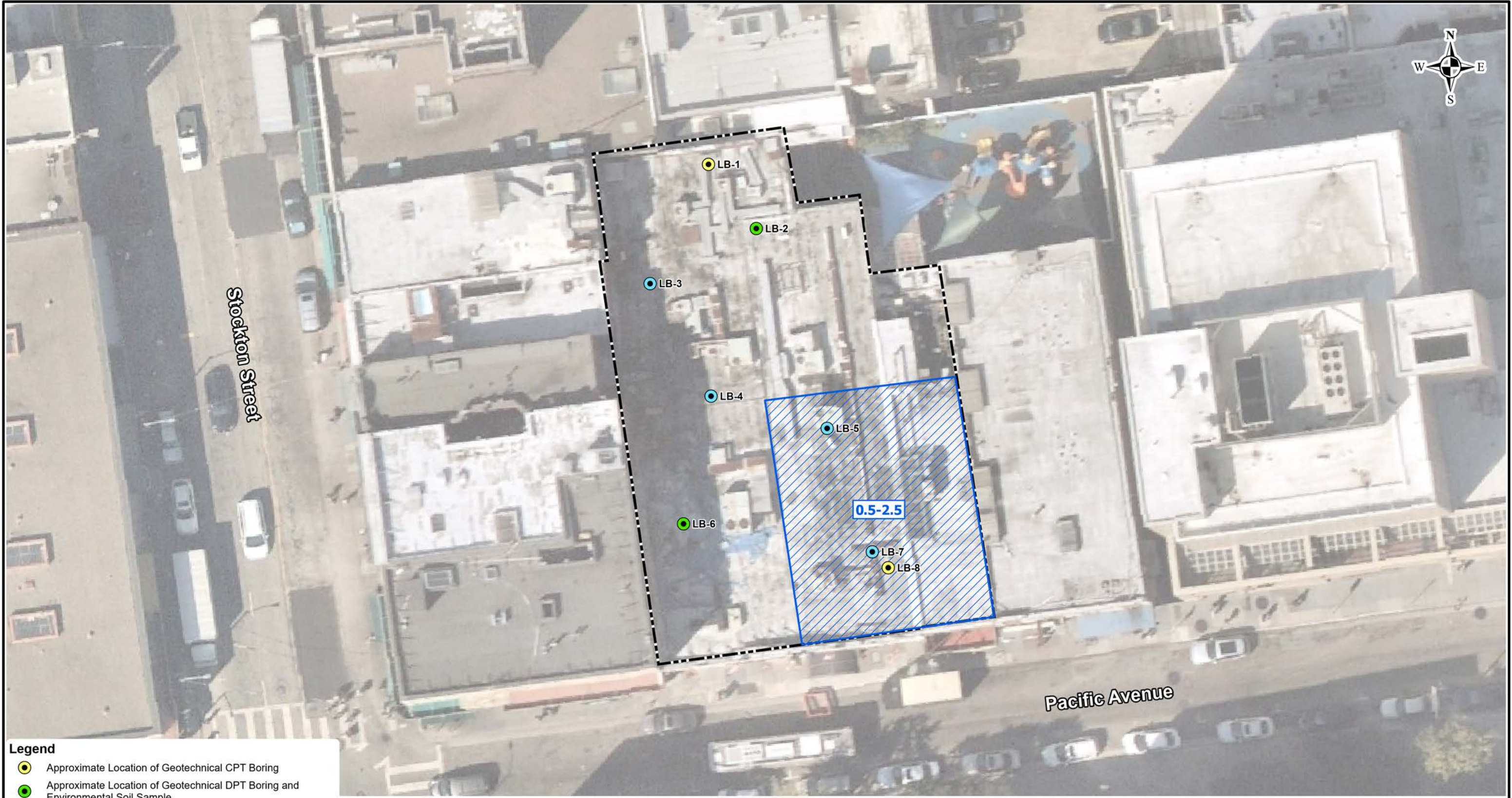
SAN FRANCISCO

SAN FRANCISCO COUNTY CALIFORNIA

Figure Title

SITE PLAN

Project No.	731764201	2
Date	3/25/2024	
Scale	1" = 25'	
Drawn By	AC	



- Legend**
- Approximate Location of Geotechnical CPT Boring
 - Approximate Location of Geotechnical DPT Boring and Environmental Soil Sample
 - Approximate Location of Environmental Soil and Soil Vapor Sample
 - Approximate location of Don Hillebrandt Associates boring, November 1980
 - Approximate Site Boundary
 - Approximate Area with Soil Concentrations Exceeding State of California Class I Non-RCRA Hazardous Waste Thresholds
 - Approximate Depth (feet bgs) of Material Exceeding State of California Class I non-RCRA Hazardous Waste Thresholds

Notes:
1. Aerial imagery provided by Nearmap, 9/16/2022.
2. All features shown are approximate.
3. feet bgs = feet below ground surface



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Project

772 & 758 PACIFIC AVENUE

SAN FRANCISCO

SAN FRANCISCO COUNTY CALIFORNIA

Figure Title

SITE PLAN WITH HAZARDOUS WASTE DELINEATION

Project No.	731764201	Figure 3
Date	3/25/2024	
Scale	1" = 25'	
Drawn By	AC	

APPENDIX A
EXPLORATORY BORING LOGS

PROJECT:

772 PACIFIC AVENUE
San Francisco, California

Log of Boring LB-2

PAGE 1 OF 1

Boring location: See Site Plan, Figure 2

Logged by: D. Cohen-Kaplan
Drilled By: Langan Engineering

Date started: 12/13/22

Date finished: 12/13/22

Drilling method: Hand Auger

Hammer weight/drop: NA

Hammer type: NA

Sampler: Hand Auger

DEPTH (feet)	SAMPLES				OVM (ppm)	LITHOLOGY	MATERIAL DESCRIPTION
	Sample Number	Sample	Blow Count	Recovery (Inches)			
1	LB-2-1.5	●			0.0	CL	CLAY with SILT and SAND (CL) brown-tan, very soft, saturated, very plastic [FILL] weak organic odor, glass and brick noted
2					0.2		
3	LB-2-3.0	●			0.1		
4					0.0	CL	SANDY CLAY (CL) reddish-brown, stiff, moist to wet, plastic, no odor
5	LB-2-5.0	●			0.0		
6							
7							
8							
9							
10							

End of boring at 5 feet below ground surface.
Boring backfilled with soil cuttings.
Groundwater not observed.

LANGAN

Project No.: 731764201

Figure:

A-1

TEST ENVIRONMENTAL INCHES 731764201_772 PACIFIC AVE ENV.GPJ TEMPLATE_CA-MODIFIED - COPY.GDT 1/3/23

PROJECT:

772 PACIFIC AVENUE
San Francisco, California

Log of Boring LB-3

PAGE 1 OF 1

Boring location: See Site Plan, Figure 2

Logged by: D. Cohen-Kaplan
Drilled By: Langan Engineering

Date started: 12/13/22

Date finished: 12/13/22

Drilling method: Hand Auger

Hammer weight/drop: NA

Hammer type: NA

Sampler: Hand Auger

DEPTH (feet)	SAMPLES				OVM (ppm)	LITHOLOGY	MATERIAL DESCRIPTION
	Sample Number	Sample	Blow Count	Recovery (Inches)			
1	LB-3-1.5	●			0.1	CL	CLAY with SILT and SAND (CL) gray, brown, very soft, saturated, plastic, weak organic odor [FILL]
2					0.1		
3	LB-3-3.0	●			0.1	CL	SANDY CLAY (CL) reddish-brown, soft to medium stiff, wet, plastic, weak organic odor [COLMA]
4					0.1		
5	LB-3-5.0	●			0.1		
6							
7							
8							
9							
10							

End of boring at 5 feet below ground surface.
Boring backfilled with soil cuttings.
Groundwater not observed.

LANGANProject No.:
731764201Figure:
A-2

TEST ENVIRONMENTAL INCHES 731764201_772 PACIFIC AVE ENV.GPJ TEMPLATE_CA-MODIFIED - COPY.GDT 1/3/23

PROJECT:

772 PACIFIC AVENUE
San Francisco, California

Log of Boring LB-4

PAGE 1 OF 1

Boring location: See Site Plan, Figure 2

Logged by: D. Cohen-Kaplan
Drilled By: Langan Engineering

Date started: 12/13/22

Date finished: 12/13/22

Drilling method: Hand Auger

Hammer weight/drop: NA

Hammer type: NA

Sampler: Hand Auger

DEPTH (feet)	SAMPLES				OVM (ppm)	LITHOLOGY	MATERIAL DESCRIPTION
	Sample Number	Sample	Blow Count	Recovery (Inches)			
1	LB-4-1.5	●			0.0		SANDY CLAY (CL) reddish-brown, stiff, moist, plastic, no odor [COLMA]
2					0.0		
3	LB-4-3.0	●			0.0	CL	
4					0.0		
5	LB-4-5.0	●			0.0		
6							
7							
8							
9							
10							

End of boring at 5 feet below ground surface.
Boring backfilled with soil cuttings.
Groundwater not observed.

LANGANProject No.:
731764201

Figure:

A-3

TEST ENVIRONMENTAL INCHES 731764201_772 PACIFIC AVE ENV.GPJ TEMPLATE_CA-MODIFIED - COPY.GDT 1/3/23

PROJECT:

772 PACIFIC AVENUE
San Francisco, California

Log of Boring LB-5

PAGE 1 OF 1

Boring location: See Site Plan, Figure 2

Date started: 12/13/22

Date finished: 12/13/22

Logged by:
Drilled By:D. Cohen-Kaplan
Langan Engineering

Drilling method: Hand Auger

Hammer weight/drop: NA

Hammer type: NA

Sampler: Hand Auger

DEPTH (feet)	SAMPLES				OVM (ppm)	LITHOLOGY	MATERIAL DESCRIPTION
	Sample Number	Sample	Blow Count	Recovery (Inches)			
1	LB-5-1.5				0.2	CL	SANDY CLAY with GRAVEL (CL) brown, reddish-brown, very stiff, moist, plastic
2					0.2		Refusal encountered at 2 feet
3							
4							
5							
6							
7							
8							
9							
10							

End of boring at 2 feet below ground surface.
Boring backfilled with soil cuttings.
Groundwater not observed.

LANGANProject No.:
731764201

Figure:

A-4

TEST ENVIRONMENTAL INCHES 731764201_772 PACIFIC AVE ENV.GPJ TEMPLATE_CA-MODIFIED - COPY.GDT 1/3/23

PROJECT:

772 PACIFIC AVENUE
San Francisco, California

Log of Boring LB-6

PAGE 1 OF 1

Boring location: See Site Plan, Figure 2

Date started: 12/13/22

Date finished: 12/13/22

Logged by:
Drilled By:D. Cohen-Kaplan
Langan Engineering

Drilling method: Hand Auger

Hammer weight/drop: NA

Hammer type: NA

Sampler: Hand Auger

DEPTH (feet)	SAMPLES				OVM (ppm)	LITHOLOGY	MATERIAL DESCRIPTION
	Sample Number	Sample	Blow Count	Recovery (Inches)			
1	LB-6-1.5	●			0.0	CL	SANDY CLAY (CL) reddish-brown, stiff, moist, plastic, no odor [COLMA]
2					0.0		
3	LB-6-3.0	●			0.0		
4					0.0		
5	LB-6-5.0	●			0.0		
6							
7							
8							
9							
10							

End of boring at 5 feet below ground surface.
Boring backfilled with soil cuttings.
Groundwater not observed.**LANGAN**Project No.:
731764201Figure:
A-5

TEST ENVIRONMENTAL INCHES 731764201_772 PACIFIC AVE ENV.GPJ TEMPLATE_CA-MODIFIED - COPY.GDT 1/3/23

PROJECT:

772 PACIFIC AVENUE
San Francisco, California

Log of Boring LB-7

PAGE 1 OF 1

Boring location: See Site Plan, Figure 2

Logged by: D. Cohen-Kaplan
Drilled By: Langan Engineering

Date started: 12/13/22

Date finished: 12/13/22

Drilling method: Hand Auger

Hammer weight/drop: NA

Hammer type: NA

Sampler: Hand Auger

DEPTH (feet)	SAMPLES				OVM (ppm)	LITHOLOGY	MATERIAL DESCRIPTION
	Sample Number	Sample	Blow Count	Recovery (Inches)			
1	LB-7-1.5	●			0.1	CL	SANDY CLAY (CL) black, dark brown, soft, moist, slightly plastic, no odor [FILL] pieces of glass, brick, porcelain noted
2					0.2		
3	LB-7-3.0	●			0.1		SANDY CLAY (CL) reddish brown, orange and gray mottling, stiff, moist, plastic, no odor [COLMA]
4					0.0	CL	lighter in color at 4 feet
5	LB-7-5.0	●			0.0		
6							
7							
8							
9							
10							

End of boring at 5 feet below ground surface.
Boring backfilled with soil cuttings.
Groundwater not observed.

LANGAN

Project No.: 731764201

Figure:

A-6

TEST ENVIRONMENTAL INCHES 731764201_772 PACIFIC AVE ENV.GPJ TEMPLATE_CA-MODIFIED - COPY.GDT 1/3/23

UNIFIED SOIL CLASSIFICATION SYSTEM			
Major Divisions		Symbols	Typical Names
Coarse-Grained Soils (more than half of soil > no. 200 sieve size)	Gravels (More than half of coarse fraction > no. 4 sieve size)	GW	Well-graded gravels or gravel-sand mixtures, little or no fines
		GP	Poorly-graded gravels or gravel-sand mixtures, little or no fines
		GM	Silty gravels, gravel-sand-silt mixtures
		GC	Clayey gravels, gravel-sand-clay mixtures
	Sands (More than half of coarse fraction < no. 4 sieve size)	SW	Well-graded sands or gravelly sands, little or no fines
		SP	Poorly-graded sands or gravelly sands, little or no fines
		SM	Silty sands, sand-silt mixtures
		SC	Clayey sands, sand-clay mixtures
Fine -Grained Soils (more than half of soil < no. 200 sieve size)	Silts and Clays LL = < 50	ML	Inorganic silts and clayey silts of low plasticity, sandy silts, gravelly silts
		CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, lean clays
		OL	Organic silts and organic silt-clays of low plasticity
	Silts and Clays LL = > 50	MH	Inorganic silts of high plasticity
		CH	Inorganic clays of high plasticity, fat clays
		OH	Organic silts and clays of high plasticity
Highly Organic Soils		PT	Peat and other highly organic soils

SAMPLE DESIGNATIONS/SYMBOLS

GRAIN SIZE CHART		
Classification	Range of Grain Sizes	
	U.S. Standard Sieve Size	Grain Size in Millimeters
Boulders	Above 12"	Above 305
Cobbles	12" to 3"	305 to 76.2
Gravel coarse fine	3" to No. 4	76.2 to 4.76
	3" to 3/4" 3/4" to No. 4	76.2 to 19.1 19.1 to 4.76
Sand coarse medium fine	No. 4 to No. 200	4.76 to 0.075
	No. 4 to No. 10	4.76 to 2.00
	No. 10 to No. 40 No. 40 to No. 200	2.00 to 0.420 0.420 to 0.075
Silt and Clay	Below No. 200	Below 0.075

 Unstabilized groundwater level

 Stabilized groundwater level

PP = Pocket Penetrometer

TV = Torvane

	Sample taken with Sprague & Henwood split-barrel sampler with a 3.0-inch outside diameter and a 2.43-inch inside diameter. Darkened area indicates soil recovered
	Classification sample taken with Standard Penetration Test sampler
	Undisturbed sample taken with thin-walled tube
	Disturbed sample
	Sampling attempted with no recovery
	Core sample
	Analytical laboratory sample
	Sample taken with Direct Push or Drive sampler
	Sonic

SAMPLER TYPE

C Core barrel

CA California split-barrel sampler with 2.5-inch outside diameter and a 1.93-inch inside diameter

D&M Dames & Moore piston sampler using 2.5-inch outside diameter, thin-walled tube

O Osterberg piston sampler using 3.0-inch outside diameter, thin-walled Shelby tube

PT Pitcher tube sampler using 3.0-inch outside diameter, thin-walled Shelby tube

S&H Sprague & Henwood split-barrel sampler with a 3.0-inch outside diameter and a 2.43-inch inside diameter

SPT Standard Penetration Test (SPT) split-barrel sampler with a 2.0-inch outside diameter and a 1.38- or 1.5-inch inside diameter - see report text

ST Shelby Tube (3.0-inch outside diameter, thin-walled tube) advanced with hydraulic pressure

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Project

772 PACIFIC AVENUE

SAN FRANCISCO

SAN FRANCISCO COUNTY CALIFORNIA

Figure Title

SOIL CLASSIFICATION CHART

Project No.
731764201

Date
12/27/2022

Drawn By
AG

Checked By
DCK

Figure

A-7

RESIDENTIAL GROUND LEASE

This Residential Ground Lease ("Ground Lease") is dated as of [October 1], 2026 (the "**Agreement Date**"), by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "**City**" or "**Landlord**"), acting by and through its Real Estate Division and the Mayor's Office of Housing and Community Development ("**MOHCD**"), and NEW ASIA HOUSING, L.P., a California limited partnership, as tenant (the "**Tenant**").

RECITALS

A. The City is the fee owner of the land described in Attachment 1 and the existing improvements located thereon ("**Land**"). The Land is held under MOHCD's jurisdiction. The Land is comprised three (3) air-rights parcels, as shown on Parcel Map [] dated [], recorded in the San Francisco City and County Recorder's Office as document number [] (the "**Parcel Map**"). Parcel [3] (as set forth on the Parcel Map) will be developed and built for affordable housing. Parcel [2] (as set forth on the Parcel Map), will be developed and used for commercial space (the "**Commercial Parcel**").

B. MOHCD issued a Multi-Site Request for Qualifications ("**RFQ**") on November 20, 2020, to solicit qualified affordable housing developers for the Land. In response to the RFQ, MOHCD selected Chinatown Community Development Center, a California nonprofit public benefit corporation ("**CCDC**") to develop and construct an affordable housing project and lease the Land for the purpose of such new affordable housing. CCDC formed the Tenant for the purpose of undertaking the activities described in the RFQ.

C. On May 15, 2026, the Citywide Affordable Housing Loan Committee made a recommendation to approve MOHCD's predevelopment financing of Tenant's plan to develop the Land and construct thereon a multifamily residential building consisting of 175 rental units of affordable housing for low-income senior households, including 1 manager's unit, 44 LOSP units reserved for formerly homeless senior households, 65 SOS units serving extremely low-income seniors, 5 PLUS Housing units serving extremely low-income senior units supported by the City's Affordable Housing Opportunity Fund ("**AHOF**"), 11 units serving low-income seniors, and 49 units serving extremely low-income senior units supported by the City's Affordable Housing Opportunity Fund, and including the construction of the commercial shell of an approximately 11,932 square foot restaurant commercial space on the Commercial Parcel (the "**Commercial Space**") (collectively, the "**Project**").

D. On [], 2026, the City's Board of Supervisors and the Mayor approved Resolution No. [], authorizing the City to enter into a ground lease with the Tenant to construct the Project on the Land.

E. The City believes that the fulfillment of the terms and conditions of this Ground Lease are in the vital and best interests of the City and the health, safety, morals, and welfare of its residents, and in full accord with the public purposes and provisions of applicable Laws.

NOW THEREFORE, in consideration of the mutual obligations of the parties to this Ground Lease, the City hereby leases to the Tenant, and the Tenant hereby leases from the City, the Land for the Term (as defined in ARTICLE 2) to construct and operate the Project, and subject to the terms, covenants, agreements, and conditions set forth below, each and all of which the City and the Tenant mutually agree.

ARTICLE 1 DEFINITIONS

Terms used herein have the meanings given when first used or as set forth in this ARTICLE 1, unless the context clearly requires otherwise. Whenever an Attachment is referenced, it means an attachment to this Ground Lease unless otherwise specifically identified. Whenever a section, article, or paragraph is referenced, it is a reference to this Ground Lease unless otherwise specifically referenced.

“Agreement Date” means the date first set forth above.

“Annual Rent” has the meaning set forth in the Section 4.01(a).

“Area Median Income” (or **“AMI”**) means median income as published annually by MOHCD for the City and County of San Francisco, adjusted solely for household size, and derived in part from the income limits and area median income determined by the U.S. Department of Housing and Urban Development for the San Francisco area, but not adjusted for a high housing cost area.

“Change” has the meaning set forth in Section 12.02.

“City” means the City and County of San Francisco, a municipal corporation.

“Effective Date” means the date the City records the Memorandum of Ground Lease against the Land, but in no event will the date be before the date of approval of the Ground Lease by the City’s Board of Supervisors and the Mayor.

“Extension Notice” has the meaning set forth in Section 2.03.

“First Lease Payment Year” means the year in which the earlier of: (i) the date the first certificate of occupancy of the Project is issued evidencing completion of construction activities on the Project, or (ii) the third (3rd) anniversary of the Effective Date.

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

“Ground Lease” means this Ground Lease, as amended from time to time in accordance with the terms herein.

“HCD” means the California Department of Housing and Community Development, or any successor agency.

“Improvements” means all physical improvements to be constructed and/or rehabilitated on the Land, including all structures, fixtures, and other improvements, including but not limited to the Project.

“Land” has the meaning set forth in Recital A.

“Landlord” means the City and County of San Francisco, a municipal corporation.

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

“Lease Year” means each calendar year during the Term, beginning on January 1 and ending on December 31, provided that the first Lease Year will commence on the Effective Date and continue through December 31st of that same calendar year and the last Lease Year will end upon the expiration of the Term.

“Leasehold Estate” means the Tenant’s leasehold estate in the Land created by and pursuant to this Ground Lease.

“Leasehold Mortgage” means any mortgage, deed of trust, trust indenture, letter of credit, or other security instrument, and any assignment of the rents, issues, and profits, that constitutes a lien on the Leasehold Estate and is approved in writing by the City.

“Lender” means any entity holding a Leasehold Mortgage.

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

“Local Operating Subsidy Program” (or **“LOSP”**) means the local operating subsidy provided by the City to the Tenant for the operation of the Project, the amount of which is sufficient to permit Tenant to operate the Project with residential units for Qualified Households with income levels below those set forth in the MOHCD Declaration of Restrictions.

“LOSP Program” means the program administered by MOHCD that regulates the distribution of LOSP.

“MOHCD” means the Mayor’s Office of Housing and Community Development for the City.

“MOHCD Declaration of Restrictions” means that certain Declaration of Restrictions and Affordable Housing Covenants dated [on or after the date hereof], executed by Tenant for the benefit of Landlord, and recorded against the Leasehold Estate, pursuant to the MOHCD Loan Agreement.

“MOHCD Loan Agreement” means that certain Loan Agreement dated August 10, 2022, by and between Landlord and Tenant, as amended.

“Partnership Agreement” means the limited partnership agreement of Tenant, as will be amended and restated when the Permitted Limited Partner becomes a partner of Tenant.

“Partnership Fees” means (i) annual partnership management fee in the amount of \$30,878 (with a 3.5% annual escalation starting in the year following the date of the Lease, plus the increases shown in the Annual Operating Budget and approved by the City), and (ii) limited

partnership investor services fee in the amount of \$5,000, plus any increases shown in the Annual Operating Budget and approved by the City.

“Permitted Limited Partner” the investor limited partner of Tenant, and their successors and assigns as approved by the City.

“Permitted Use” has the meaning set forth in Section 9.01.

“Personal Property” means all fixtures, furniture, furnishings, equipment, machinery, supplies, software and other tangible personal property that is located in, on, or about the Premises and that can be removed from the Premises without substantial economic loss to the Premises or substantial damage to the Premises and that is incidental to the ownership, development, or operation of the Improvements or the Premises, belonging to the Tenant, any Residential Occupant, any Non-residential Occupant, or any subtenant or other occupant of the Premises and/or in which the Tenant, Residential Occupant, Non-residential Occupant, or any subtenant or other occupant has an ownership interest, together with all present and future attachments, replacements, substitutions, and additions thereto or therefor.

“Premises” means the Land and all Improvements.

“Project” is defined in Recital C.

“Project Expenses” means the following costs, which may be paid from Project Income in the following order of priority to the extent of available Project Income: (a) all charges incurred in the operation of the Project for utilities, real estate and/or possessory interest taxes, assessments, and for insurance required under this Agreement or by other lenders providing secured financing for the Project; (b) salaries, wages, and other compensation due and payable to the employees or agents of the Tenant who maintain, administer, operate, or provide services in connection with the Project, including all withholding taxes, insurance premiums, Social Security payments and other payroll taxes or payments required for such employees; (c) required payments of interest, principal, or annual servicing fees, if any, on any construction or permanent financing secured by the Project that has been approved by the City; (d) annual monitoring fees and all other expenses actually incurred by the Tenant to cover routine operating and services provision costs of the Project, including maintenance and repair and the reasonable fee of any managing agent; (e) annual Base Rent payments; (f) deposits to reserves accounts required to be established under the Loan Documents and/or Partnership Agreement; (g) the approved annual asset management fees indicated in the Annual Operating Budget and approved by the City; (h) any extraordinary expenses as approved in advance by the City and (i) supportive services. Partnership Fees are not Project Expenses.

“Project Income” means all income and receipts in any form received by the Tenant from the operation of the Premises, including, but not limited to, the following: (a) rents, fees, charges, and deposits (other than tenant’s refundable security deposits); (b) Section 8 or other rental subsidy payments received for the Project, supportive services funding (if applicable); (c) price index adjustments and any other rental adjustments to leases or rental agreements; (d) proceeds from vending and laundry room machines; (e) the proceeds of business interruption or similar insurance; (f) any accrued interest disbursed from any reserve account required under this Agreement for a purpose other than that for which the reserve account was established; (g) reimbursements and other charges paid to Borrower in connection with the Project; and (h) other consideration actually received from the operation of the Project, including non-residential uses of the Premises. Project Income does not include interest accruing on any portion of the Funding Amount or tenant’s refundable security deposits. Project Income does not include interest

accruing on any portion of the MOHCD Loan, if applicable, or refundable security deposits from Residential Occupants.

“Public Benefit Purposes” means activities or programs that primarily benefit low-income persons, are implemented by one or more nonprofit 501(c)(3) public benefit organizations or have been identified by a City agency or a community planning process as a priority need in the neighborhood in which the Project is located.

“Qualified Households” means households whose income does not exceed the maximum permissible annual income level allowed under the MOHCD Declaration of Restrictions, subject to ARTICLE 9 below. For purposes of this Ground Lease, Qualified Households has the same meaning as “Qualified Tenants” in the MOHCD Declaration of Restrictions.

“Residential Occupant” means any residential household authorized by the Tenant to occupy a Residential Unit on the Premises, whether or not a Qualified Household.

“Residential Unit” has the meaning set forth in Section 9.01.

“Residual Receipts” means all Project Income in any given Lease Year remaining after payment of Project Expenses and Partnership Fees. The amount of Residual Receipts will be based on figures contained in audited financial statements.

“Senior Operating Subsidy” (or **“SOS”**) means local subsidy provided by the City to the Tenant for the operation of the Project,

“SOS Program” means the program administered by MOHCD that regulates the distribution of SOS, through which MOHCD provides rental subsidies to support extremely low-income seniors.

“Subsequent Owner” means any successor to the Tenant’s interest in the Leasehold Estate and the Improvements who acquires that interest as a result of a foreclosure, deed in lieu of foreclosure, or transfer from a Lender, its affiliate, and any successors to any such person or entity.

“TCAC” means the California Tax Credit Allocation Committee.

“Tenant” means New Asia Housing, L.P., a California limited partnership, and its successors and assigns (or a Subsequent Owner, where appropriate).

“Term” has the meaning set forth in Section 2.01, as extended pursuant to Section 2.02 or earlier terminated as provided in this Ground Lease.

ARTICLE 2 TERM

2.01 Term. The term of this Ground Lease will commence upon the Effective Date and will expire seventy-five (75) years from that date (**“Term”**), unless extended under Section 2.02 below or earlier terminated as provided in this Ground Lease.

2.02 Option for Extension. Provided that the Tenant is not in default under the terms of this Ground Lease and the Loan Documents beyond any notice, grace, or cure period either at the time of giving of an Extension Notice under Section 2.03 below, or on the last day of the Term (the “**Initial Termination Date**”), Tenant is granted an option to extend the Term for one twenty-four (24) year period, as provided in this Article. If the Term is extended pursuant to this Section, all references in this Ground Lease to the “Term” will mean the Term as extended by such extension period. Upon Tenant’s written exercise of this option under Section 2.03, the Term will automatically be extended for twenty-four (24) years from the Initial Termination Date for a Term not to exceed ninety-nine (99) years, provided that Tenant is not in default under the terms of this Ground Lease and the Loan Documents beyond any notice, grace, or cure period on the Initial Termination Date.

2.03 Notice of Extension. By no later than one hundred eighty (180) days before the Initial Termination Date, the Tenant may notify the City in writing that it is exercising its option to extend the Term under Section 2.02 above (an “**Extension Notice**”).

2.04 Rent During Extended Term. Rent for any extended term will be as set forth in ARTICLE 4.

2.05 Holding Over. Any holding over after the expiration or earlier termination of the Term without the City’s written consent will constitute a default by the Tenant and entitle the City to exercise any or all of its remedies as provided in this Ground Lease, even if the City elects to accept one or more payments of Annual Rent. Failure to surrender the Premises in the condition required by this Ground Lease will constitute holding over until the conditions of surrender are satisfied.

2.06 Early Termination for Failure to Close Financing. Notwithstanding anything to the contrary in this Ground Lease, if the close of escrow for all financing required to construct the Project (the “**Construction Financing**”) does not occur by [February 23, 2027] (the “**Outside Effective Date**”), the Term will expire on the Outside Effective Date.

ARTICLE 3 FINANCIAL ASSURANCE

As a condition to Landlord’s authorization to record the deeds of trust securing the Construction Financing, the Tenant will submit to the City for approval evidence satisfactory to the City that the Tenant has sufficient equity capital and commitments for construction and permanent financing, and/or such other evidence of capacity to proceed with the construction of the Project in accordance with this Ground Lease.

ARTICLE 4 RENT

4.01 Annual Rent

4.01(a) Tenant will pay to the City up to Fifteen Thousand One Hundred Dollars (\$15,100) (the “**Annual Rent**”) per year for each year of the Term of this Ground Lease. Annual Rent consists of Base Rent and an annual monitoring and administrative fee, as defined in Section 4.02 below, without offset of any kind (except as otherwise permitted by this Ground

Lease) and without necessity of demand, notice, or invoice. Annual Rent consists of Base Rent, as defined in Section 4.02 below, without offset of any kind (except as otherwise permitted by this Ground Lease) and without necessity of demand, notice, or invoice. If the Tenant elects to extend the term of this Ground Lease pursuant to ARTICLE 2 above, Annual Rent (along with any potential future adjustments) during any such extended term will be set by mutual agreement of the parties; provided, however, that Annual Rent during the extended term will in no event be less than the Annual Rent set forth in Section 4.01(a) above. If the parties cannot agree on Annual Rent for the extended term, either party may invoke a neutral third-party process and the parties will agree on a neutral third-party appraiser to set the Annual Rent at fair market rent in accordance with the then-prevailing practice for resolving similar rent determination disputes in San Francisco or, in the event that there is no then-prevailing practice, in accordance with the rules of the American Arbitration Association. Notwithstanding the foregoing, after the neutral third-party process, Tenant, in its sole discretion, may rescind the Extension Notice prior to the Initial Termination Date if it does not wish to extend the Term of this Ground Lease.

4.02 Base Rent

4.02(a) “**Base Rent**” means, in any given Lease Year, One Hundred No/100 Dollars (\$100) per annum, plus an annual monitoring and administrative fee of Fifteen Thousand and No/100 Dollars (\$15,000) per year, plus the escalation described in this subsection commencing on January 1, 2042; provided, however, that if the Tenant or any Subsequent Owner fails, after notice and opportunity to cure, to comply with the provisions of Section 9.01, then Base Rent will be increased to the full amount of Annual Rent. Commencing on January 1, 2042, and every fifteen years thereafter, Base Rent will be increased by Five Thousand and No/100 Dollars (\$5,000.00). Base Rent will be due and payable in arrears on January 31st of each Lease Year; provided that the first Base Rent payment will not be due until January 31st of the calendar year following the First Lease Payment Year.

4.02(b) If the Project does not have sufficient Project Income to pay Base Rent in any given Lease Year after the payment of (a) through (d) in the definition of Project Expenses, above, and the City has received written notice from Tenant regarding its inability to pay Base Rent from Project Income at least sixty (60) days before the Base Rent due date, along with supporting documentation for Tenant’s position that it is unable to pay Base Rent from Project Income, then the unpaid amount will be deferred and all deferred amounts will accrue without interest until paid (“**Base Rent Accrual**”). The Base Rent Accrual will be due and payable each year from and to the extent Residual Receipts is available. Any Base Rent Accrual will be due and payable on the earlier of (i) sale of the Project and Leasehold Estate (but not a refinancing or foreclosure of the Project and Leasehold Estate); or (ii) termination of this Ground Lease (unless a new lease is entered into with a mortgagee under Section 26.09 below).

4.02(c) If Tenant has not provided City with the required written notice and documentation under Section 4.02(b) in connection with its claim that it cannot pay Base Rent due to insufficient Project Income, and/or the City has reasonably determined that Tenant’s claim that it is unable to pay Base Rent is not supported by such documentation, the City will assess a late payment penalty of two percent (2%) for each month or any part thereof that any Base Rent payment is delinquent. This penalty will not apply to Base Rent Accrual that has been

previously approved by the City under Section 4.02(b). The Tenant may request in writing that the City waive such penalties by describing the reasons for Tenant's failure to pay Base Rent and Tenant's proposed actions to ensure that Base Rent will be paid in the future. The City may, in its sole discretion, waive in writing all or a portion of such penalties if it finds that Tenant's failure to pay Base Rent was beyond Tenant's control and that Tenant is diligently pursuing reasonable solutions to such failure to pay.

4.03 Residual Rent. Reserved.

4.04 Triple Net Lease. This Ground Lease is a triple net lease and the Tenant will be responsible to pay all costs, charges, taxes, impositions, and other obligations related to the Premises accruing after the Effective Date. If the City pays any such amounts, whether to cure a default or otherwise protect its interests hereunder, the City will be entitled to be reimbursed by Tenant the full amount of such payments as additional rent within thirty (30) days of written demand by the City. Failure to timely pay the additional rent will be a default by Tenant of this Ground Lease. No occurrence or situation arising during the Term, or any Law, whether foreseen or unforeseen, and however extraordinary, relieves Tenant from its liability to pay all of the sums required by any of the provisions of this Ground Lease, or otherwise relieves Tenant from any of its obligations under this Ground Lease, or gives Tenant any right to terminate this Ground Lease in whole or in part.

4.05 Reserved.

4.06 Tenant's Compliance with City Business and Tax and Regulations Code. Tenant 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 Tenant under this Ground Lease is withheld, then City will not be in breach or default under this Lease, and the Treasurer and Tax Collector will authorize release of any payments withheld under this paragraph to Tenant, without interest, late fees, penalties, or other charges, upon Tenant coming back into compliance with its San Francisco Business and Tax Regulations Code obligations.

ARTICLE 5 CITY COVENANTS

The City is duly created, validly existing, and in good standing under the Law, and has full right, power, and authority to enter into and perform its obligations under this Ground Lease. The City covenants and warrants that, during the Term, Tenant and its Residential Occupants will have, hold, and enjoy peaceful, quiet, and undisputed possession of the Land, leased without hindrance or molestation by or from anyone so long as the Tenant is not in default under this Ground Lease. For the avoidance of doubt, Landlord will not mortgage its fee estate unless there is an express subordination of the fee mortgage to Tenant's Leasehold Estate, provided that such obligation in no way relates to the City's taxing authority or ability to pledge its full faith and credit related to any general obligation bond. If Landlord mortgages its interest in the fee estate

during the term of any Lender's loan, Tenant may not subordinate the Ground Lease to the lien of that mortgage.

ARTICLE 6 TENANT COVENANTS

Tenant covenants and agrees for itself and its successors and assigns that:

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

6.02 Use of Premises and Rents. During the Term of this Ground Lease, Tenant and its successors and assigns will comply with the following requirements:

6.02(a) Permitted Uses. Except as provided in Sections 26.06 and 26.07 of this Ground Lease, Tenant will devote the Premises to, exclusively and in accordance with, the uses authorized by this Ground Lease, as specified in ARTICLE 9 below, which are the only uses permitted by this Ground Lease. Tenant acknowledges that a prohibition on the change in use contained in Section 9.01 is expressly authorized by California Civil Code section 1997.230 and is fully enforceable.

6.02(b) Non-Discrimination. Tenant will not discriminate against or segregate any person or group of persons on account of race, color, creed, religion, ancestry, national origin, sex, gender identity, marital or domestic partner status, sexual orientation, or disability (including HIV or AIDS status) in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the Premises, or any part thereof, and Tenant or any person claiming under or through it will not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of Residential Occupants, Non-residential Occupants, subtenants or vendees on the Premises, or any part thereof, except to the extent permitted by Law or required by funding source. Tenant will not discriminate against Residential Occupants with certificates or vouchers under the Section 8 program or any successor rent subsidy program.

6.02(c) Non-Discriminatory Advertising. All advertising (including signs) for sublease of the whole or any part of the Premises must include the legend "Equal Housing Opportunity" in type or lettering of easily legible size and design, or as required by applicable Law.

6.02(d) Access for Disabled Persons. Tenant will comply with all applicable Laws providing for access for persons with disabilities, including, but not limited to, the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973.

6.02(e) Equal Opportunity Marketing and Selection Plan. No later than six (6) months before completion of the Project, Tenant will deliver to MOHCD for MOHCD's review and approval an affirmative plan for initial and ongoing marketing of the Residential Units and a written Residential Occupant selection procedure for initial and ongoing renting of the Residential Units based on MOHCD's then-current form of marketing and tenant selection

plan (the “**Marketing and Tenant Selection Plan**”), all in compliance with the restrictions set forth in Section 9.01 and in form and substance acceptable to the City. Any Marketing and Tenant Selection Plan must follow the City’s marketing requirements for such plans and comply with all federal and state fair housing laws.

6.02(f) Lead-Based Paint. Tenant will comply with the regulations set forth in 24 CFR Part 35 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in certain residential structures undergoing federally assisted construction and require the elimination of lead-based paint hazards.

6.02(g) Permitted Uses of Residual Receipts. All annual Project Income, before the calculation of Residual Receipts, will be used to pay Project Expenses, including but not limited to Base Rent, and Partnership Fees. If the Tenant is in compliance with MOHCD’s Residual Receipts Policy, as amended from time to time, and all applicable requirements and agreements under this Ground Lease, Tenant will then use any Residual Receipts to make the following payments in the following order of priority:

- i. First to Base Rent Accrual payments, if any;
- ii. Second, to replenish the operating reserve account and replacement reserve, if necessary, up to the amount required by Lenders or the Permitted Limited Partner;
- iii. Third, one-half (1/2) of remaining Residual Receipts to the City; provided, however, the City’s portion of Residual Receipts will be first applied to repayment of all City loans pursuant to the MOHCD Loan Agreement, and for so long as HCD is a Lender, the City’s portion of Residual Receipts will be split on a pro rata basis between MOHCD and HCD as determined under the Uniform Multifamily Regulations, and only after full repayment of the MOHCD loan and HCD loan from Residual Receipts, then to the City as Residual Rent; and
- iv. Then, any remaining Residual Receipts may be used by Tenant for any purposes permitted under the limited partnership agreement of Tenant, as it may be amended from time to time.

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

6.03 City Deemed Beneficiary of Covenants. In amplification, and not in restriction, of the provisions of the preceding subsections, it is intended and agreed that the City will be deemed beneficiary of the agreements and covenants provided in this ARTICLE 6 for in its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Those agreements and covenants will run in favor of the City for the entire term of those agreements and covenants, without regard to whether the City has at any time been,

remains, or is an owner of any land or interest therein, or in favor of, to which such agreements and covenants relate. The City will have the exclusive right, in the event of any breach of any such agreements or covenants, in each case, after notice and the expiration of cure periods, to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach of covenants, to which it or any other beneficiaries of such agreements or covenants may be entitled.

ARTICLE 7 ANNUAL INCOME COMPUTATION, AND CERTIFICATION

Upon written request by the City, Tenant will furnish to the City a list of the persons who are Residential Occupants, the specific unit that each person occupies, the household income of the Residential Occupants of each unit, the household size and the rent being charged to the Residential Occupants of each unit along with an income certification, in the form set forth in Attachment 5, for each Residential Occupant. In addition, each Residential Occupant must be required to provide any other information, documents, or certifications deemed necessary by the City to substantiate the Residential Occupant's income. If any state or federal agency requires an income certification for Residential Occupants containing the above-referenced information, the City will accept such certification in lieu of Attachment 5 as meeting the requirements of this Ground Lease. In addition to such initial and annual list and certification, Tenant will provide the same information and certification to the City regarding each Residential Occupant by no later than twenty (20) business days after such Residential Occupant commences occupancy.

ARTICLE 8 CONDITION OF LAND— “AS IS”

8.01 Tenant acknowledges and agrees that Tenant is familiar with the Land, the Land is being leased and accepted in its “as-is” condition, without any changes or alterations by the City, without representation or warranty of any kind, and subject to all applicable Laws governing their use, development, occupancy, and possession. Tenant further represents and warrants that Tenant has investigated and inspected, independently or through agents of Tenant's choosing, the condition of the Land and the suitability of the Land for Tenant's intended use. Tenant acknowledges and agrees that, except as provided in Section 8.03, neither the City nor any of its agents have made, and the City hereby disclaims, any representations or warranties, express or implied, concerning the rentable area of the Land, the physical or environmental condition of the Land, or the present or future suitability of the Land for Tenant's use, or any other matter whatsoever relating to the Land, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose; it being expressly understood that the Land is being leased in an “AS IS” condition with respect to all matters.

8.02 Accessibility Disclosure. California Civil Code Section 1938 requires commercial landlords to disclose to tenants whether the property being leased has undergone inspection by a Certified Access Specialist (“CASp”) to determine whether the property meets all applicable construction-related accessibility requirements. The law does not require landlords to have the inspections performed. Tenant is advised that the Land has not been inspected by a CASp.

8.03 Presence of Hazardous Substances. California law requires landlords to disclose to tenants the presence of certain Hazardous Substances. Tenant is advised that the Land may

contain Tetrachloroethene (PCE) subject to a Final Response Plan dated September 2, 2021, approved by the California Department of Toxic Substances Control (DTSC) and a Vapor Intrusion Mitigation System.

ARTICLE 9 PERMITTED AND PROHIBITED USES

9.01 Permitted Uses and Occupancy Restrictions. The permitted uses of the Residential Project (in each instance, a “**Permitted Use**” and collectively, “**Permitted Uses**”) are limited to the demolition of the existing buildings on the Land and on the Commercial Parcel, the construction and operation of 175 units of affordable rental housing for Qualified Households including 1 manager’s unit, including 44 LOSP units reserved for formerly homeless [senior] households, 65 SOS units serving extremely low-income seniors, 5 PLUS Housing units serving extremely low-income senior units supported by the City’s Affordable Housing Opportunity Fund, 11 units serving low-income seniors, and 49 units serving extremely low-income senior units supported by the City’s Affordable Housing Opportunity Fund (collectively, the “**Residential Units**”), and including the construction of the commercial shell of an approximately 11,932 square foot restaurant commercial space on the Commercial Parcel (“**Commercial Units**”), and common areas. Upon the completion of construction of the Project, one hundred percent (100%) of the Residential Units, with the exception of the manager’s unit, in the Project will be occupied by or available for rental by Residential Occupants certified as Qualified Households, as set forth in MOHCD’s Declaration of Restrictions and any amendments thereto mutually agreed upon by the parties, provided that the maximum income and rent may be altered to the extent necessary for the Project to remain financially feasible as further described in the MOHCD Declaration of Restrictions. Residential Units will be occupied and rented in accordance with all applicable restrictions imposed on the Project by this Ground Lease, the MOHCD Declaration of Restrictions, HCD regulatory agreement, and by Lenders for so long as such restrictions are required by the applicable Lender.

9.02 Prohibited Uses. The following activities, by way of example only and without limitation, and any other use that is not a Permitted Use (in each instance, a “**Prohibited Use**” and collectively, “**Prohibited Uses**”), are inconsistent with this Ground Lease, are strictly prohibited and are considered Prohibited Uses:

9.02(a) any activity, or the maintaining of any object, that is not within the Permitted Use;

9.02(b) any activity, or the maintaining of any object, that will in any way increase the existing rate of, affect or cause a cancellation of, any fire or other insurance policy covering the Premises, any part thereof or any of its contents;

9.02(c) any activity or object that will overload or cause damage to the Premises;

9.02(d) any activity that constitutes waste or nuisance, including, but not limited to, the preparation, manufacture or mixing of anything that might emit any objectionable

odors, noises, or lights onto adjacent properties, or the use of loudspeakers or sound or light apparatus that can be heard or seen outside the Premises;

9.02(e) any activity that will in any way injure, obstruct, or interfere with the rights of owners or occupants of adjacent properties, including, but not limited to, rights of ingress and egress;

9.02(f) any auction, distress, fire, bankruptcy or going out of business sale on the Premises without the prior written consent of the City, which consent may be granted, conditioned, or withheld in the sole and absolute discretion of the City;

9.02(g) any vehicle and equipment maintenance, including but not limited to, fueling, changing oil, transmission or other automotive fluids;

9.02(h) the storage of any and all excavated materials, including but not limited to, dirt, concrete, sand, asphalt, and pipes, except as necessary for construction of the Improvements;

9.02(i) the storage of any and all aggregate material, or bulk storage, such as wood or of other loose materials, except as necessary for construction of the Improvements; or

9.02(j) the washing of any vehicles or equipment, except as necessary for construction of the Improvements; and

9.02(k) bars, retail liquor sales, marijuana sales, or any other uses the cater exclusively to adults.

ARTICLE 10 SUBDIVISION; CONSTRUCTION OF IMPROVEMENTS

10.01 Schedule of Performance. Tenant will undertake and complete all physical construction of the Improvements, as approved by the City, in accordance with the Schedule of Performance attached hereto as Attachment 2.

10.02 Reserved.

10.03 Reserved.

10.04 General Requirements and Rights of the City. All construction documents, including but not limited to preliminary and final plans and specifications for the construction of the Improvements by Tenant (collectively the “**Construction Documents**”) must be prepared by a person registered in and by the State of California to practice architecture and must be in conformity with this Ground Lease, including any limitations established in the City’s reasonable approval of the schematic drawings, if any, preliminary construction documents, and final construction documents for the Premises, and all applicable Laws. The architect will use, as necessary, members of associated design professions, including engineers and landscape architects.

10.05 City Approvals and Limitation Thereof. The Construction Documents must be approved by the City in the manner set forth below:

10.05(a) Compliance with Ground Lease. The City's approval with respect to the Construction Documents is limited to determination of their compliance with this Ground Lease. The Construction Documents will be subject to general architectural review and guidance by the City as part of this review and approval process.

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

10.06 Construction to be in Compliance with Construction Documents and Law.

10.06(a) Compliance with City Approved Documents. The construction of the Improvements must be in compliance with the City-approved Construction Documents.

10.06(b) Compliance with Local, State and Federal Laws. The construction of the Improvements must be in strict compliance with all applicable Laws. Tenant understands and agrees that Tenant's use of the Premises and the construction of the Improvements permitted under this Ground Lease will require authorizations, approvals, or permits from governmental regulatory agencies with jurisdiction over the Premises, including, without limitation, City agencies. Tenant will be solely responsible for obtaining any and all such regulatory approvals. Tenant may not seek any regulatory approval without first obtaining the written consent of the City as Landlord under this Ground Lease. Tenant will bear all costs associated with applying for and obtaining any necessary or appropriate regulatory approval and will be solely responsible for satisfying any and all conditions imposed by regulatory agencies as part of a regulatory approval; provided, however, any such condition that could affect use or occupancy of the Premises or the City's interest therein must first be approved by the City in its sole discretion. Any fines or penalties levied as a result of Tenant's failure to comply with the terms and conditions of any regulatory approval will be immediately paid and discharged by Tenant, and the City will have no liability, monetary or otherwise, for any such fines or penalties. Tenant will indemnify, defend, and hold harmless the City and the other Indemnified Parties hereunder against all Claims (as such terms are defined in ARTICLE 21 below) arising in connection with Tenant's failure to obtain, or failure by Tenant, its agents, or invitees to comply with, the terms and conditions of any regulatory approval, except to the extent such Claims are caused by the City's or an Indemnified Party's (acting in its or their proprietary capacity as or related to City as landlord under this lease) gross negligence or willful misconduct.

10.06(c)

10.07 Approval of Construction Documents by the City. Tenant will submit and the City will approve or disapprove the Construction Documents referred to in this Ground Lease within the times established in the Schedule of Performance attached hereto as Attachment 2, so long as each set of the applicable Construction Documents are complete and properly submitted within the time frames set forth in the Schedule of Performance attached hereto as Attachment 2. Failure by the City either to approve or disapprove within the times established in the Schedule of Performance attached hereto as Attachment 2 will entitle Tenant to a day-for-day extension of time for completion of any activities delayed as a direct result of the City's failure to timely approve or disapprove the Construction Documents.

10.08 Disapproval of Construction Documents by the City. If the City disapproves the Construction Documents in whole or in part as not being in compliance with this Ground Lease, Tenant will submit new or corrected Construction Documents which are in compliance within thirty (30) days after written notification to it of disapproval, and the provision of this section relating to approval, disapproval and re-submission of corrected Construction Documents will continue to apply until the Construction Documents have been approved by the City; provided, however, that in any event Tenant must submit satisfactory Construction Documents (*i.e.*, approved by the City) no later than the date specified therefor in the Schedule of Performance attached hereto as Attachment 2.

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

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

10.11 City Approval of Changes after Commencement of Construction. Tenant may not approve or permit any change to the Construction Documents approved by the City that rises to the level of requiring a change order without the City's prior written consent. For purposes of this Ground Lease, Tenant will provide adequate and complete supporting documentation for analysis of the appropriateness of the change order request to MOHCD. Tenant's supporting documentation for the change order request will include confirmation that the requested change order has been reviewed, vetted/negotiated, and accepted by (with modifications where appropriate) Tenant and architect/engineer prior to submission to MOHCD. MOHCD will provide any questions, comments, or requests for additional information and/or supporting documentation to Tenant within five (5) business days of receipt of a change order request. In the event MOHCD requests additional information and/or supporting documentation, the review period will be extended by five (5) business days from MOHCD's receipt of such information

and/or supporting documentation. MOHCD will promptly review and approve or disapprove of a change order request within the later of: (a) ten (10) business days of a complete submission by Tenant, including supporting documentation, or (b) five (5) business days of receipt of requested additional information and/or supporting documentation. In the event MOHCD fails to approve or disapprove the change order request within the foregoing review period, the change order will be deemed approved. If MOHCD denies a change order request, MOHCD will specify the reasons for the denial in writing. Tenant will submit on a monthly basis, or as requested by MOHCD, a contingency balance report (in excel format or equivalent) which documents all change orders as approved, pending, or under review. Tenant will have the sole responsibility to obtain any other applicable approvals of change orders by other City departments or lenders.

10.12 Times for Construction. Tenant agrees for itself, and its successors and assigns to or of the Leasehold Estate or any part thereof, that Tenant and such successors and assigns will promptly begin and diligently prosecute to completion the construction of the Improvements on the Land, and that such construction will be completed no later than the dates specified in the Schedule of Performance attached hereto as Attachment 2, subject to force majeure, unless such dates are extended by the City.

10.13 Force Majeure. For the purposes of any of the provisions of this Ground Lease, and notwithstanding anything to the contrary, neither the City nor Tenant, as the case may be, will be considered in breach or default of its obligations, and there will not be deemed a failure to satisfy any conditions with respect to the beginning and completion of construction of the Improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligations or satisfaction of such conditions, due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, acts of God, acts of the public enemy, terrorism, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, general scarcity of materials, unusually severe weather, or delays of subcontractors due to unusual scarcity of materials or unusually severe weather; it being the purposes and intent of this provision that the time or times for the satisfaction of conditions to this Ground Lease including those with respect to construction of the Improvements, will be extended for the period of the enforced delay; provided, however, that the party seeking the benefit of the provisions of this paragraph must have notified the other party of the delay and its causes in writing within thirty (30) days after the beginning of any such enforced delay and requested an extension for the reasonably estimated period of the enforced delay; and, provided further, that this paragraph does apply to, and nothing contained in this paragraph will extend or will be construed to extend, the time of performance of any of Tenant's obligations to be performed before the commencement of construction, and the failure to timely perform pre-commencement of construction obligations will not extend or be construed to extend Tenant's obligations to commence, prosecute, and complete the construction of the Improvements in the manner and at the times specified in this Ground Lease.

10.14 Reports. Beginning when the construction of the Improvements commences and continuing until completion of the construction of the Improvements, Tenant will make a report in writing to the City every month, in such detail as may reasonably be required by the City, as to the actual progress of the Tenant with respect to the construction. The MOHCD Monthly Project Update required under the MOHCD Loan Documents will satisfy this requirement.

10.15 Access to Premises. As of the Effective Date and until the City issues a Certificate of Completion (as defined in Section **Error! Reference source not found.** below), Tenant will permit access to the Premises to the City whenever and to the extent necessary to carry out the purposes of the provisions of this Ground Lease, at reasonable times and upon reasonable advance notice, and on an emergency basis without notice whenever the City believes that emergency access is required. After the City's issuance of a Certificate of Completion, access to the Premises will be governed by ARTICLE 24, below.

10.16 Notice of Completion. Promptly upon completion of construction of the Improvements, Tenant will file a Notice of Completion ("NOC") and record the approved NOC in the Official Records of the City and County of San Francisco. Tenant will provide the City with a copy of the recorded NOC.

10.17 Completion of Improvements by New Developer. In the event a Lender forecloses, obtains a deed in lieu of foreclosure, obtains a new lease in accordance with the terms hereof or a Subsequent Owner otherwise realizes on the Premises and undertakes construction of the Improvements ("**New Developer**"): (a) the New Developer will not be bound by the provisions of the Schedule of Performance attached hereto as Attachment 2 with respect to any deadlines for the completion of the Improvements but will only be required to complete the Improvements with due diligence and in conformance with a new Schedule of Performance as agreed upon by the New Developer and the City; (b) the New Developer will only be required to complete the Improvements in accordance with all applicable building codes and ordinances, and the approved Construction Documents with such changes that are mutually agreed upon by the City and the New Developer under the following clause (c); and (c) the City and the New Developer will negotiate in good faith such reasonable amendments and reasonable modifications to ARTICLE 10 of this Ground Lease as the parties mutually determine to be reasonably necessary based on the financial and construction conditions then existing.

ARTICLE 11 RESERVED.

ARTICLE 12 CHANGES TO THE IMPROVEMENTS

12.01 Post-Completion Changes. The City has a particular interest in the Project and in the nature and extent of the permitted changes to the Premises. Accordingly, it imposes the following control on the Premises: during the term of this Ground Lease, neither Tenant, nor any voluntary or involuntary successor or assign, may make or permit any Change (as defined in Section 12.02) in the Premises, unless and until the express prior written consent for any change has been requested in writing from the City and received, and, if received, on such terms and conditions as the City may reasonably require. The City will not unreasonably withhold or delay its response to such a request.

12.02 Definition of Change. "**Change**" means any alteration, modification, addition, and/or substitution of or to the Land, the Improvements, and/or the density of development that differs materially from that which existed upon the completion of construction of the Improvements in accordance with this Ground Lease. For purposes of the foregoing, "exterior" includes the roof of the Improvements. "Change" does not include any repair, maintenance,

cosmetic interior alterations (e.g., paint, carpet, installation of moveable equipment and trade fixtures, and hanging of wall art) in the normal course of operation of the Project, or as may be required in an emergency to protect the safety and well-being of the Project's Residential Occupants.

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

ARTICLE 13 TITLE TO IMPROVEMENTS

The City acknowledges that fee title to the Improvements will be vested in Tenant for the Term of this Ground Lease. It is the intent of the Parties that this Ground Lease and the Memorandum of Ground Lease will create a constructive notice of severance of the Improvements from the Land without the necessity of a deed from Lessor to Lessee. The City and Tenant agree that fee title to the Improvements will remain vested in Tenant during the Term, subject to Section 14.01 **Error! Reference source not found.** below; provided, however, that, subject to the rights of any Lenders and as further consideration for the City entering into this Ground Lease, at the expiration or earlier termination of this Ground Lease, fee title to all the Improvements will vest in the City without further action of any party, without any obligation by the City to pay any compensation to Tenant, and without the necessity of a deed from Tenant to the City. Without limiting the effectiveness of the previous sentence, upon the City's written request, on expiration or sooner termination of this Ground Lease, Tenant will execute and deliver to the City an acknowledged and good and sufficient grant deed conveying to the City Tenant's fee interest in the Improvements. Tenant will have the exclusive right to deduct, claim, retain and enjoy any and all rental income appreciation, gain, depreciation, amortization, and tax credits for federal and State tax purposes relating thereto, substitution thereof, fixtures therein and other property relating thereto.

ARTICLE 14 ASSIGNMENT, SUBLEASE, OR OTHER CONVEYANCE

14.01 Assignment, Sublease, or Other Conveyance by Tenant. Tenant will not cause or permit any voluntary transfer, assignment, or encumbrance of its Leasehold Estate or its interest in the Premises or of any ownership interests in Tenant, or lease or permit a sublease on all or any part of the Premises, other than: (a) leases, subleases, or occupancy agreements to Residential Occupants; or (b) security interests for the benefit of lenders securing loans for the Project as approved by the City on terms and in amounts as approved by the City in its reasonable discretion, including a subsequent transfer through foreclosure or deed in lieu of foreclosure under such security interests; (c) transfers from Tenant to a limited partnership or limited liability company formed for the tax credit syndication of the Project, where Tenant or an affiliated nonprofit public benefit corporation is the sole general partner or manager of that entity; (d) transfers of the general partnership or manager's interest in Tenant to a nonprofit public benefit corporation approved in advance by the City; (e) transfers of any limited partnership or membership interest in Tenant to an investor under the tax credit syndication of the Project and transfers of any limited partner interest in Tenant to affiliates of the Permitted

Limited Partner in accordance with the terms of the Tenant's partnership agreement; (f) the grant or exercise of an option agreement between Borrower and Borrower's general partner or manager or any of its affiliates in connection with the tax credit syndication of the Project where such agreement has been previously approved in writing by the City; (g) transfer to Lender(s) or affiliates of Lender(s) through foreclosure or deed/assignment in lieu of foreclosure as provided in this Ground Lease; or (h) to remove or replace the General Partner in accordance with the terms of the Partnership Agreement, a transfer of any general partnership interest to a new general partner approved in advance by the City. Any other transfer, assignment, encumbrance, or lease without the City's prior written consent will be voidable and, at the City's election, constitute a default under this Agreement. The City's consent to any specific assignment, encumbrance, lease, or other transfer will not constitute its consent to any subsequent transfer or a waiver of any of the City's rights under this Ground Lease. Tenant will provide any background or supporting documentation that the City may require in assessing Tenant's request for approval.

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

ARTICLE 15 TAXES

Subject to any available exemptions, Tenant will pay, or cause to be paid, before delinquency to the proper authority, any and all valid taxes, assessments, and similar charges on the Premises that become effective after the Effective Date of this Ground Lease, including all real and personal property taxes, real property transfer 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, any transfer of the leasehold interest in the Premises pursuant to this Lease) whether under Laws in effect at the time this Lease is entered into or that become later effective, and all taxes levied or assessed on the possession, use, or occupancy of the Premises. Tenant will not permit any taxes, assessments, or other similar charges to become a defaulted lien on the Premises; provided, however, that in the event any tax, assessment, or similar charge is payable in installments, Tenant may make, or cause to be made, payment in installments; and, provided further, that Tenant may contest the legal validity or the amount of any tax, assessment, or similar charge, through any proceeding Tenant considers reasonably necessary or appropriate, and Tenant may defer the payment so long as the validity or amount is contested by Tenant in good faith and without expense to the City. If Tenant contests a tax, assessment, or other similar charge, then Tenant will protect, defend, and indemnify the City against all Claims resulting from the contest, and if Tenant is unsuccessful in the contest, Tenant will immediately pay, discharge, or cause to be paid or discharged, the tax, assessment, or other

similar charge. The City will furnish any information Tenant may reasonably request in connection with a contest, so long as that information is in the City's possession or control or is otherwise available to the public. The City consents to and will reasonably cooperate and assist with Tenant applying for and obtaining any applicable exemptions from taxes, or assessments, or other similar charges levied on the Premises, or on Tenant's interest therein. Tenant will have no obligation under this Section before the Effective Date, including, but not limited to, any taxes, assessments, or other similar charges levied against the Premises that are incurred before the Effective Date.

ARTICLE 16 UTILITIES

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

ARTICLE 17 MAINTENANCE AND OPERATION

17.01 Maintenance. Tenant, at all times during the Term, will maintain or cause to be maintained the Premises in good condition and repair to the reasonable satisfaction of the City, including the exterior, interior, substructure, and foundation of the Improvements and all fixtures, equipment, and landscaping from time to time located on the Premises or any part of them. The City will not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description whatsoever to the Premises or any buildings or improvements now or later located on the Land. Tenant will, at its sole expense, maintain any sidewalk and sidewalk area adjacent to the Premises in a good and safe condition in accordance with San Francisco Public Works Code Section 706 or any successor ordinance concerning the sidewalk maintenance within the City and County of San Francisco. Tenant will be considered an "owner" under Public Works Code Section 706 regarding the maintenance of any sidewalk and sidewalk area adjacent to the Premises. Tenant waives all rights to make repairs at the City's expense under Sections 1932(1), 1941 and 1942 of the California Civil Code or under any similar Law now or later in effect.

17.02 City's Consent for Work Requiring a Permit. Following construction of the Improvements, Tenant will not make, or cause or suffer to be made, any repairs or other work for

which a permit is required by any applicable building code, standard, or regulation without first obtaining the City's prior written consent and the required permit.

17.03 Capital Needs Assessment. Every five (5) years beginning on the fifth anniversary date of the issuance of the Certificate of Completion, Tenant will deliver to MOHCD a 20-year capital needs assessment or analysis of the Premises and replacement reserve requirements as set forth in MOHCD's Policy For Capital Needs Assessments dated November 5, 2013, as it may be amended from time to time. In accordance with the CNA Policy, Tenant will deliver to MOHCD an updated CNA every five (5) years after the Completion Date for approval.

17.04 City's Right to Inspect. Without limiting ARTICLE 24 below, the City may make periodic inspections of the Premises and other areas for which Tenant has obligations and may advise Tenant when maintenance or repair is required, but such right of inspection will not relieve Tenant of its independent responsibility to maintain the Premises and other areas as required by this Ground Lease in a condition as good as, or better than, their condition at the completion of the Improvements, excepting ordinary wear and tear.

17.05 City's Right to Repair. If Tenant fails to maintain or to promptly repair any damage as required by this Ground Lease, the City may repair the damage at Tenant's sole cost and expense and Tenant will immediately reimburse the City for all costs of the repair.

17.06 Operation. Following completion of the Improvements, Tenant will maintain and operate the consistent with the maintenance and operation of a safe, clean, well-maintained first-class mixed use residential/commercial project located in San Francisco. Tenant will be exclusively responsible, at no cost to the City, for the management and operation of the Premises, including, but not limited to, the Residential Units. In connection with managing and operating the Premises, Tenant will provide (or require others to provide), services as necessary and appropriate to the uses to which the Project are put, including (a) repair and maintenance of the Improvements; (b) utility and telecommunications (including internet/Wi-Fi) services to the extent, if any, customarily provided by equivalent projects located in San Francisco; (c) cleaning, janitorial, pest extermination, recycling, composting, and trash and garbage removal; (d) landscaping and groundskeeping; (e) security services with on-site personnel for the Premises; and (f) sufficient lighting at night for pedestrians along pathways. Tenant will use commercially reasonable efforts to ensure that the Premises are used continuously during the Term for the Permitted Use and not allow any portion of the Premises to remain unoccupied or unused without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion.

ARTICLE 18 LIENS

Tenant will use its best efforts to keep the Premises free from any liens arising out of any work performed or materials furnished by itself or its subtenants. If a lien is filed, Tenant will have the right, upon posting of an adequate bond or other security, to contest any lien, and Tenant will satisfy or discharge the lien within ten (10) days after the final determination of the validity of the lien. If Tenant contests a lien, then Tenant will protect, defend, and indemnify the City against all Claims resulting therefrom. If Tenant does not cause a lien to be released of

record or bonded around within twenty (20) days following written notice from the City of the imposition of the lien, or, if Tenant contests the lien but does not cause the lien to be satisfied or discharged as required under this Section, then the City will have, in addition to all other remedies provided in this Ground Lease and by Law, the right (but not the obligation) to cause the lien to be released by any means as it deems proper, including payment of the claim giving rise to such lien. All sums paid by the City for such purpose, and all reasonable expenses incurred by it in connection therewith, will be payable to the City by Tenant on demand. The provisions of this Section will not apply to any liens arising before the Effective Date that are not the result of Tenant's contractors, consultants, or activities.

ARTICLE 19 GENERAL REMEDIES

19.01 Application of Remedies. The provisions of this ARTICLE 19 govern the parties' remedies for breach of this Ground Lease.

19.02 Breach by the City. If Tenant believes that the City has materially breached this Ground Lease, Tenant will first notify the City in writing of the purported breach, giving the City one hundred twenty (120) days from receipt of such notice to cure the breach. If the City does not cure the breach within the 120-day period, or, if the breach is not reasonably susceptible to cure within that one hundred twenty (120) day period, begin to cure within one hundred twenty (120) days and diligently prosecute then cure to completion, then Tenant will have all of its rights at law or in equity by taking any or all of the following remedies: (i) terminating in writing this entire Ground Lease with the written consent of each Lender; (ii) prosecuting an action for damages; (iii) seeking specific performance of this Ground Lease; or (iv) any other remedy available at law or equity.

19.03 Breach by Tenant.

19.03(a) Default by Tenant

Subject to the notice and cure rights under Sections 19.03(b) and 19.04, the following events each constitute a basis for the City to take action against Tenant:

(i) Tenant fails to comply with the Permitted Uses and Occupancy Restrictions set forth in Section 9.01;

(ii) Tenant voluntarily or involuntarily assigns, transfers, or attempts to transfer or assign this Ground Lease or any rights in this Ground Lease, or in the Improvements, except as permitted by this Ground Lease or otherwise approved by the City;

(iii) From and after the Effective Date, Tenant, or its successor in interest, fails to pay real estate taxes or assessments or other similar charges on the Premises or any part thereof before delinquency, or places on the Premises any encumbrance or lien unauthorized by this Ground Lease, or suffers any levy or attachment, or any material supplier's or mechanic's lien or the attachment of any other unauthorized encumbrance or lien, and the taxes or assessments or other similar charges not have been paid, or the encumbrance or lien removed or discharged within the time period provided in ARTICLE 18; provided, however, that

Tenant has the right to contest any tax or assessment or encumbrance or lien as provided in ARTICLE 15 and ARTICLE 18;

(iv) Tenant is adjudicated bankrupt or insolvent or makes a transfer to defraud its creditors, or makes an assignment for the benefit of creditors, or brings or is brought against Tenant any action or proceeding of any kind under any provision of the Federal Bankruptcy Act or under any other insolvency, bankruptcy, or reorganization act and, in the event such proceedings are involuntary, Tenant is not dismissed from the proceedings within sixty (60) days thereafter; or, a receiver is appointed for a substantial part of the assets of Tenant and such receiver is not discharged within sixty (60) days;

(v) Tenant breaches any other material provision of this Ground Lease;

(vi) Tenant fails to pay any portion of Annual Rent when due in accordance with the terms and provisions of this Ground Lease.

19.03(b) Notification and City Remedies. Upon the happening of any of the events described in Section 19.03(a) above, and before exercising any remedies, the City will notify Tenant, the Permitted Limited Partners, and each Lender in writing of the Tenant's purported breach, failure, or act in accordance with the notice provisions of ARTICLE 38, giving Tenant sixty (60) days from the giving of the notice to cure such breach, failure, or act. The City will accept or reject cure by the Permitted Limited Partner or Lender, as applicable, on the same terms as if rendered by Tenant within the time periods provided to Tenant. If Tenant, Permitted Limited Partner, or Lender do not cure or, if the breach, failure, or act is not reasonably susceptible to cure within that sixty (60) day period, begin to cure within sixty (60) days and diligently prosecute such cure to completion, then, subject to the rights of the Permitted Limited Partner under Section 19.04 and any Lender under ARTICLE 25 and ARTICLE 26, the City will have all of its rights at law or in equity, including, but not limited to

(i) the remedy described in Section 1951.4 of the California Civil Code (a landlord may continue the lease in effect after a tenant's breach and abandonment and recover rent as it becomes due, if the tenant has the right to sublet and assign subject only to reasonable limitations) under which it may continue this Ground Lease in full force and effect and the City may enforce all of its rights and remedies under this Ground Lease, including the right to collect rent when due. During the period Tenant is in default, subject to the leases to residential tenants and such tenants' rights' thereunder and applicable landlord-tenant laws, the City may enter the Premises without terminating this Ground Lease and relet them, or any part of them, to third parties for Tenant's account. Tenant will be liable immediately to the City for all reasonable costs that the City incurs in reletting the Premises, including, but not limited to, broker's commissions, expenses of remodeling the Premises required by the reletting and like costs. Reletting can be for a period shorter or longer than the remaining Term, at such rents and on such other terms and conditions as the City deems advisable, subject to any restrictions applicable to the Premises. Tenant will pay the City the rent due under this Ground Lease on the dates the rent is due, less the rent the City receives from any reletting. If the City elects to relet, then rentals received by the City from the reletting will be applied in the following order: (1) to

reasonable attorneys' and other fees incurred by the City as a result of a default and costs if suit is filed by the City to enforce its remedies; (2) to the payment of any costs of maintaining, preserving, altering, repairing, and preparing the Premises for reletting, the other costs of reletting, including but not limited to brokers' commissions, attorneys' fees and expenses of removal of Tenant's Personal Property and Changes; (3) to the payment of rent due and unpaid; (4) the balance, if any, will be paid to Tenant upon (but not before) expiration of the Term. If that portion of the rentals received from any reletting during any month that is applied to the payment of rent, is less than the rent payable during the month, then Tenant must pay the deficiency to the City. The deficiency will be calculated and paid monthly. No act by the City allowed by this Section will terminate this Ground Lease unless the City notifies Tenant that the City elects to terminate this Ground Lease. After Tenant's default and for as long as the City does not terminate Tenant's right to possession of the Premises by written notice, if Tenant obtains the City's consent Tenant will have the right to assign or sublet its interest in this Ground Lease, but Tenant will not be released from liability and the assignment or subletting will not serve to cure the default;

(ii) subject to Section 19.04, Article 25, and Article 26, the City may terminate Tenant's right to possession of the Premises at any time, subject to the leases to residential tenants and such tenants' rights thereunder and applicable landlord-tenant laws. No act by the City other than giving notice of termination to Tenant will terminate this Ground Lease. Acts of maintenance, efforts to relet the Premises, or the appointment of a receiver on the City's initiative to protect the City's interest under this Ground Lease will not constitute a termination of Tenant's right to possession. If the City elects to terminate this Ground Lease, then the City has the rights and remedies provided by California Civil Code Section 1951.2 (damages on termination for breach), including the right to terminate Tenant's right to possession of the Premises and to recover the worth at the time of award of the amount by which the unpaid Annual Rent and any additional charges for the balance of the Term after the time of award exceeds the amount of rental loss for the same period that Tenant proves could be reasonably avoided, as computed pursuant to subsection (b) of such Section 1951.2. The City's efforts to mitigate the damages caused by Tenant's breach of this Ground Lease will not waive the City's rights to recover damages upon termination;

(iii) The right to have a receiver appointed for Tenant upon application by the City to take possession of the Premises and to apply any rental collected from the Premises and to exercise all other rights and remedies granted to the City under this Ground Lease;

(iv) seeking specific performance of this Ground Lease; or

(v) in the case of default under Section 19.03(a)(i), increasing the Base Rent to the full amount of the Annual Rent.

Notwithstanding the foregoing, during the 15-year tax credit "compliance period" (as defined in Section 42 of the Internal Revenue Code, as amended) for the Project, the City right to terminate this Ground Lease as a remedy will be limited to Tenant's failure to cure a

default under Section 19.03(a)(i) above, subject to the rights of Lenders and the Permitted Limited Partner under this Ground Lease.

19.04 Rights of Permitted Limited Partner.

19.04(a) The City will accept or reject cure by the Permitted Limited Partner or Lender, as applicable, on the same terms as if rendered by Tenant within the time periods provided to Tenant herein.

19.04(b) If a Permitted Limited Partner cannot cure a default due to an automatic stay in Bankruptcy court because the general partner of the Tenant is in bankruptcy, any cure period will be tolled during the pendency of such automatic stay.

19.04(c) The City will not exercise its remedy to terminate this Ground Lease if a Permitted Limited Partner is attempting to cure the default and the cure requires removal of the managing general partner or any other action to satisfy the requirements of Section 19.03(a)(i), so long as the Permitted Limited Partner is proceeding diligently to remove the managing general partner or to comply with Section 19.03(a)(i), in order to effect a cure of the default.

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

19.05 City's Right to Cure Tenant's Default. If Tenant defaults in the performance of any of its obligations under this Ground Lease, the City may at any time thereafter after notice and expiration of the applicable cure period (except in the event of an emergency as determined by the City, in which case the may act when the City determines necessary), remedy the default for Tenant's account and at Tenant's expense. Tenant will pay to the City as additional Base Rent, promptly upon demand, all sums expended by the City, or other costs, damages, expenses, or liabilities incurred by the City, including reasonable attorneys' fees, in remedying or attempting to remedy the default. Tenant's obligations under this Section will survive the termination of this Ground Lease. Nothing in this Section implies any duty of the City to do any act that Tenant is obligated to perform under any provision of this Ground Lease, and the City's cure or attempted cure of Tenant's default will not constitute a waiver of Tenant's default or any rights or remedies of the City on account of the default.

19.06 Waiver of Redemption. Tenant hereby waives, for itself and all persons claiming by and under Tenant, redemption or relief from forfeiture under California Code of Civil Procedure Sections 1174 and 1179, or under any other pertinent present or future Law, in the

event Tenant is evicted or the City takes possession of the Premises by reason of any default of Tenant hereunder.

19.07 Remedies Not Exclusive. The remedies set forth in Section 19.03(b) are not exclusive; they are cumulative and in addition to any and all other rights or remedies of the City now or later allowed by Law. Tenant's obligations hereunder will survive any termination of this Ground Lease.

ARTICLE 20 DAMAGE AND DESTRUCTION

20.01 Insured Casualty. If the Premises or any part thereof are damaged or destroyed by any cause covered by any policy of insurance required to be maintained by Tenant under this Ground Lease, subject to the rights of Lenders, Tenant will promptly commence and diligently complete the restoration of the Premises as nearly as possible to the condition thereof before such damage or destruction; provided, however, that if more than fifty percent (50%) of the Improvements are destroyed or are damaged by fire or other casualty and if the insurance proceeds do not provide at least ninety percent (90%) of the funds necessary to complete the restoration, then Tenant, with the prior written consent of Lender, may terminate this Ground Lease within thirty (30) days after the date on which Tenant is notified of the amount of insurance proceeds available for restoration with any proceeds remaining after such restoration paid to Tenant. If Tenant is required or elects to restore the Premises, then all proceeds of any policy of insurance required to be maintained by Tenant under this Ground Lease will, subject to any applicable rights of Lenders, be used by Tenant for that purpose and Tenant will make up from its own funds or obtain additional financing as reasonably approved by the City any deficiency between the amount of insurance proceeds available for the work of restoration and the actual cost. If Tenant elects to terminate this Ground Lease as provided under this Section 20.01, or elects not to restore the Premises, then the insurance proceeds will be divided in the order set forth in Section 20.03. Lenders will have the right to participate in any settlement of any insurance claim and no such settlement shall be entered into without the prior written consent of the First Mortgage Lender. Further, all proceeds of insurance shall be delivered to the senior-most Lender and administered in accordance with the terms of such Lender's Loan Documents.

20.02 Uninsured Casualty. If (i) more than 50% of the Improvements are damaged or destroyed and ten percent (10%) or more of the cost to complete the restoration is not covered by insurance required to be carried under this Ground Lease; and (ii) in the reasonable opinion of Tenant, the undamaged portion of the Improvements cannot be completed or operated on an economically feasible basis; and (iii) there is not available to Tenant any feasible source of third party financing for restoration reasonably acceptable to Tenant; then Tenant may, with the written consent of each Lender, other than the City, terminate this Ground Lease upon ninety (90) days written notice to the City. If it appears that the provisions of this Section 20.02 may apply to a particular event of damage or destruction, Tenant will notify the City promptly and not consent to any settlement or adjustment of an insurance award without the City's written approval, which approval will not be unreasonably withheld or delayed. If Tenant terminates this Ground Lease under this Section 20.02, then all insurance proceeds and damages payable by reason of the casualty will be divided among City, Tenant, and Lenders in accordance with the

provisions of Section 20.03. If Tenant does not have the right, or elects not to exercise the right, to terminate this Ground Lease as a result of an uninsured or underinsured casualty, then Tenant will promptly commence and diligently complete the restoration of the Premises as nearly as possible to their condition before the damage or destruction in accordance with the provisions of Section 20.01 and will, subject to any applicable rights of Lenders, be entitled to all available insurance proceeds to do so.

20.03 Distribution of the Insurance Proceeds. If Tenant elects to terminate and surrender as provided in either Sections 20.01 or 20.02, then the priority and manner for distribution of the proceeds of any insurance policy required to be maintained by Tenant hereunder will be as follows:

20.03(a) First to the Lenders, in order of their priority, to control, disburse or apply to any outstanding loan amounts in accordance with the terms their respective Leasehold Mortgages and applicable Law;

20.03(b) Second, to pay for the cost of removal of all debris from the Premises or adjacent and underlying property, and for the cost of any work or service required by any Law, for the protection of persons or property from any risk, or for the abatement of any nuisance, created by or arising from the casualty or the damage or destruction caused thereby;

20.03(c) Third, to compensate City for any diminution in the value (as of the date of the damage or destruction) of the Land caused by or arising from the damage or destruction; and

20.03(d) The remainder to Tenant.

20.04 Clean-up of Premises. If Tenant terminates this Ground Lease under the provisions of Sections 20.01 or 20.02, then Tenant must all clean up and remove all debris from the Premises and adjacent and underlying property and leave the Premises in a clean and safe condition and in compliance with all Laws upon surrender, as described in in Section 20.03(b). If the proceeds of any insurance policy are insufficient to pay the clean-up and other costs described in Section 20.03(b), then Tenant must pay the portion of the costs not covered by the insurance proceeds after payment of all outstanding loan amounts secured by the Leasehold Mortgages (in their order of priority).

20.05 Waiver. Tenant and the City intend that this Ground Lease fully govern all of their rights and obligations in the event of any damage or destruction of the Premises. Accordingly, the City and Tenant each hereby waive the provisions of Sections 1932(2), 1933(4), 1941 and 1942 of the California Civil Code, as such sections may from time to time be amended, replaced, or restated.

ARTICLE 21 DAMAGE TO PERSON OR PROPERTY; HAZARDOUS SUBSTANCES; INDEMNIFICATION

21.01 Damage to Person or Property—General Indemnification. City will not in any event whatsoever be liable for any injury or damage to any person happening on or about the

Premises, for any injury or damage to the Premises, or to any property of Tenant, or to any property of any other person, entity, or association on or about the Premises, unless arising from the active gross negligence or willful misconduct of the City or any of its commissioners, officers, agents, or employees. Tenant will defend, hold harmless, and indemnify the City including, but not limited to, its boards, commissions, commissioners, departments, agencies, and other subdivisions, officers, agents, and employees (each, an “**Indemnified Party**” and collectively the “**Indemnified Parties**”), of and from all claims, loss, damage, injury, actions, causes of action, and liability of every kind, nature and description (collectively, “**Claims**”) incurred in connection with or directly or indirectly arising from the Premises, this Ground Lease, Tenant’s tenancy, its or their use of the Premises, including adjoining sidewalks and streets, and any of its or their operations or activities thereon or connected thereto; all regardless of the active or passive negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on, the Indemnified Parties, except to the extent that the indemnity is void or otherwise unenforceable under applicable Law in effect on or validly retroactive to the date of this Ground Lease and further excepting only such Claims that are caused exclusively by the willful misconduct or active gross negligence of the Indemnified Parties. The foregoing indemnity will include, without limitation, reasonable fees of attorneys, consultants, and experts and related costs and the City’s costs of investigating any Claim. Tenant specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim that actually or potentially falls within any indemnity provision set forth in this Ground Lease even if such allegation is or may be groundless, fraudulent, or false, which obligation arises at the time such claim is tendered to Tenant by the City and continues at all times thereafter. Notwithstanding the foregoing, this Article 21 shall not be deemed or construed to and shall not impose any obligation to indemnify and save harmless the Indemnified Parties from any claim, loss, damage, liability or expense of any nature whatsoever, arising from or in any way related to or connected with any willful misconduct or gross negligence by an Indemnified Party. Tenant’s obligations under this Article will survive the termination or expiration of this Ground Lease.

21.02 Hazardous Substances—Indemnification.

21.02(a) Tenant will indemnify, defend, and hold the Indemnified Parties harmless from and against any and all Claims of any nature whatsoever (including, without limitation, the reasonable fees and disbursements of counsel and engineering consultants) incurred by or asserted against any Indemnified Party in connection with, arising out of, in response to, or in any manner relating to violation of any Environmental Law, or any Release, threatened Release, and any condition of pollution, contamination or Hazardous Substance-related nuisance on, under or from the Premises; provided however that this Section 21.02(a) will not be deemed or construed to, and shall not impose any obligation on Tenant to indemnify and save harmless the Indemnified Parties from any claim, loss, damage, liability or expense of any nature whatsoever, arising from or in any way related to or connected with any willful misconduct or active gross negligence by any Indemnified Party.

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

(i) **“Hazardous Substance”** has the meaning set forth in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended as of the date of this Ground Lease, 42 U.S.C. 9601(14), and in addition includes, without limitation, petroleum (including crude oil or any fraction thereof) and petroleum products, asbestos, asbestos-containing materials, polychlorinated biphenyls (“PCBs”), PCB-containing materials, all hazardous substances identified in the California Health & Safety Code 25316 and 25281(d), all chemicals listed under the California Health & Safety Code 25249.8, and any substance deemed a hazardous substance, hazardous material, hazardous waste, or contaminant under Environmental Law. The foregoing definition does not include substances that occur naturally on the Premises or commercially reasonable amounts of hazardous materials used in the ordinary course of construction and operation of a mixed-use development, provided they are used and stored in accordance with all applicable Laws.

(ii) **“Environmental Law”** means all Laws governing hazardous waste, wastewater discharges, drinking water, air emissions, Hazardous Substance releases or reporting requirements, Hazardous Substance use or storage, and employee or community right-to-know requirements related to the work being performed under this Ground Lease.

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

21.03 Exculpation and Waiver. Tenant, as a material part of the consideration to be rendered to the City, hereby waives any and all Claims, including without limitation all Claims arising from the joint or concurrent, active or passive, negligence of the Indemnified Parties, but excluding any Claims caused solely by the Indemnified Parties' willful misconduct or active gross negligence. The Indemnified Parties will not be responsible for or liable to Tenant, and Tenant hereby assumes the risk of, and waives and releases the Indemnified Parties from all Claims for, any injury, loss, or damage to any person or property in or about the Premises by or from any cause whatsoever including, without limitation, (a) any act or omission of persons occupying adjoining premises or any part of the Premises adjacent to or connected with the Premises, (b) theft, (c) explosion, fire, steam, oil, electricity, water, gas or rain, pollution or contamination, (d) stopped, leaking, or defective building systems, (d) construction or Premises defects, (f) damages to goods, wares, goodwill, merchandise, equipment, or business opportunities, (g) Claims by persons in, on or about the Premises or any other City property for any cause arising at any time, (h) alleged facts or circumstances of the process or negotiations leading to this Ground Lease before the Effective Date and (i) any other acts, omissions, or causes.

21.04 Tenant understands and expressly accepts and assumes the risk that any facts concerning the Claims released in this Ground Lease might be found later to be other than or different from the facts now believed to be true, and agrees that the releases in this Ground Lease will remain effective. Therefore, with respect to the Claims released in this Ground 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.

Tenant specifically acknowledges and confirms the validity of the release made above and the fact that Tenant was represented by counsel who explained the consequences of the release at the time this Ground Lease was made, or that Tenant had the opportunity to consult with counsel, but declined to do so.

21.05 Insurance. The Indemnification requirements under this Ground Lease, or any other agreement between the City and Tenant, will in no way be limited by any insurance requirements under any such agreements.

21.06 Survival. The provisions of ARTICLE 21 will survive the expiration or earlier termination of this Ground Lease.

ARTICLE 22 INSURANCE

22.01 Insurance. The Tenant must maintain insurance meeting the requirements of this Article.

22.01(a) Insurance Requirements for Tenant. During the term of this Ground Lease, Tenant will procure and maintain insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of any work by the Tenant, its agents, representatives, employees or subcontractors and the Tenant's use and occupancy of the Premises.

22.01(b) Minimum Scope of Insurance. Coverage must be at least as broad as:

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

(ii) Insurance Services Office Automobile Liability coverage, code 1 (form CA 00 01— "Any Auto") or other form approved by the City's Risk Manager.

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

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

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

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

22.01(c) Minimum Limits of Insurance. Tenant must maintain limits no less than:

(i) General Liability: Commercial General Liability insurance with no less than Two Million Dollars (\$2,000,000) combined single limit per occurrence and Four Million Dollars (\$4,000,000) annual aggregate limit for bodily injury and property damage, including coverage for blanket contractual liability (including tort liability and of another party and Tenant’s liability of injury or death to persons and damage to property set forth in Section 21.01 above); personal injury; fire damage legal liability; advertisers’ liability; owners’ and contractors’ protective liability; products and completed operations; broad form property damage; and explosion, collapse and underground (XCU) coverage during any period in which Tenant is conducting any activity on, alteration or improvement to the Premises with risk of explosion, collapse, or underground hazards.

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

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

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

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

(vi) Pollution Liability and/or Asbestos Pollution Liability: Pollution Liability and/or Asbestos Pollution Liability applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year; this coverage must be endorsed to include Non-Owned Disposal Site coverage. This

policy may be provided by the Tenant's contractor, provided that the policy must be "claims made" coverage and Tenant must require Tenant's contractor to maintain these minimum limits for no less than three (3) years beyond completion of the Project.

(vii) Property Insurance:

(1) Before construction:

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

b. During the course of construction:

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

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

(2) Upon completion of construction:

a. Property insurance, excluding earthquake and flood, in the amount no less than One Hundred Percent (100%) of the then-current replacement value of all improvements and City property in the care, custody, and control of the Tenant or its contractor. For rehabilitation/construction projects that are unoccupied by Residential Occupants or Non-Residential Occupants, Tenant must obtain Property Insurance by the date that the Project receives a Certificate of Substantial Completion.

b. Boiler and machinery insurance, comprehensive form, covering damage to, loss or destruction of machinery and equipment located on the Premises that is used by Tenant for heating, ventilating, air-conditioning, power generation, and

similar purposes, in an amount not less than one hundred percent (100%) of the actual then-current replacement value of such machinery and equipment.

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

22.01(e) Other Insurance Provisions. The policies must contain, or be endorsed to contain, the following provisions:

(i) General Liability and Automobile Liability Coverage: The "City and County of San Francisco and their respective commissioners, members, officers, agents, and employees" are to be covered as additional insured with respect to: liability arising out of activities performed by or on behalf of the Tenant related to the Project; products and completed operations of the Tenant, premises owned, occupied or used by the Tenant related to the Project; and automobiles owned, leased, hired, or borrowed by the Tenant for the operations related to the Project. The coverage may not contain any special limitations on the scope of protection afforded to the City and its Commissioners, members, officers, agents, or employees.

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

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

(iv) All Coverage. Each insurance policy required by this Article must:

(1) Be endorsed to state that coverage will not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to City, except in the event of suspension for nonpayment of premium, in which case ten (10) days' notice will be given.

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

(3) For any claims related to this Ground Lease, the Tenant's insurance coverage will be primary insurance with respect to the City and its commissioners,

members, officers, agents, and employees. Any insurance or self-insurance maintained by the City or its commissioners, members, officers, agents, or employees will be in excess of the Tenant's insurance and will not contribute with it.

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

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

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

(7) The City reserves the right to require an increase in insurance coverage if the City determines that conditions (including, but not limited to, property conditions, market conditions, or commercially reasonable practice) show cause for an increase, unless Tenant demonstrates to the City's satisfaction that the increased coverage is commercially unreasonable and unavailable to Tenant.

22.01(f) Acceptability of Insurers. All insurers must have a Best's rating of no less than A-VIII or as otherwise approved by the City's Risk Manager.

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

22.01(h) Contractor, Subcontractors, and Consultants Insurance. Tenant must include all subcontractors and consultants as additional insureds under its policies or furnish separate certificates and endorsements for each. Tenant will require the subcontractor(s) and consultants to provide all necessary insurance and to name the City and County of San Francisco, and their respective commissioners, members, officers, agents, and employees and the Tenant as additional insureds. All coverage for subcontractors and consultants will be subject to all of the requirements stated herein unless otherwise approved by the City's Risk Manager.

ARTICLE 23 COMPLIANCE WITH APPLICABLE LEGAL REQUIREMENTS

23.01 Compliance with Legal Requirements. From and after the Effective Date, Tenant will at its cost and expense, promptly comply with all applicable Laws now in force or that may later be in force, including, without limitation, the requirements of the fire department or other similar body now or later constituted and with any direction or occupancy certificate issued under any Law as any of them may relate to or affect the condition, use, or occupancy of the

Land. If Tenant contests any of the foregoing, Tenant will not be obligated to comply therewith to the extent that the application of the contested Law is stayed by the operation of law or administrative or judicial order and Tenant indemnifies, defends, and holds harmless the Indemnified Parties against all Claims resulting from noncompliance.

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

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

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

ARTICLE 24 ENTRY

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

24.01(a) to determine whether the Premises is in good condition and to inspect the Premises (including soil borings or other Hazardous Substance investigations);

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

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

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

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

24.02 In the event of any emergency, as reasonably determined by the City, at its sole option and without notice, the City may enter the Premises, remove or alter any portion of the Premises, and alter or remove any of Tenant's personal property on or about the Premises as reasonably necessary, given the nature of the emergency. The City will have the right to use any and all means the City considers appropriate to gain access to any portion of the Premises in an emergency, in which case, the City will not be responsible for any damage or injury to any property, or for the replacement of any property, and no emergency entry may be deemed to be a forcible or unlawful entry onto or a detainer of the Premises, or an eviction, actual or constructive, of Tenant from the Premises or any portion thereof.

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

24.04 Tenant will not be entitled to any abatement in Annual Rent if the City exercises any rights reserved in this Section, subject to Section 24.03 above.

24.05 The City will use its reasonable good faith efforts to conduct any activities on the Premises allowed under this Section in a manner that, to the extent practicable, will minimize any disruption to Tenant's use of the Premises as permitted by this Ground Lease.

ARTICLE 25 MORTGAGE FINANCING

25.01 No Encumbrances Except for Development Purposes. Notwithstanding any other provision of this Ground Lease and subject to the prior written consent of the City in the form attached hereto as Attachment 3, or listed in Section 25.01 below, which consent will not be unreasonably withheld, conditioned, or delayed, Leasehold Mortgages are permitted to be placed on the Leasehold Estate only for the purpose of securing loans of funds to be used for financing the acquisition of the Project; refinancing of financing used to acquire or rehabilitate the Project; design, construction, renovation, or reconstruction of the Improvements; and any other expenditures reasonably necessary and appropriate to acquire, own, develop, construct, renovate, or reconstruct the Project under this Ground Lease and in connection with the operation of the Project; and costs and expenses incurred or to be incurred by Tenant in furtherance of the purposes of this Ground Lease. The City, acting solely in its capacity as landlord under this Ground Lease and not in its capacity as a Project Lender, acknowledges and accepts HCD as a Lender, and consents to the Leasehold Mortgage associated with Lender's construction and/or permanent loan to Tenant for the Project.

25.02 Holder Not Obligated to Construct. The holder of any mortgage, deed of trust, or other security interest authorized by Section 25.01 ("**Holder**" or "**Lender**"), including the successors or assigns of the Holder, is not obligated to complete any construction of the Improvements or to guarantee such completion; and no covenant or any other provision of this Ground Lease may be construed to obligate the Holder. However, if the Holder undertakes to complete or guarantee the completion of the construction of the Improvements, except as provided in Section 26.06(b), nothing in this Ground Lease will be deemed or construed to permit or authorize the Holder or its successors or assigns to devote the Premises or any portion thereof to any uses, or to construct any Improvements on the Land, other than those authorized under Section 9.01 and any reasonable modifications in plans proposed by the Holder or its successors in interest proposed for the viability of the Project approved by the City in its reasonable discretion under Section 10.17. Except as provided in Section 26.06(b), to the extent any Holder or its successors in interest wish to change such uses or construct different improvements, Holder or its successors in interest must obtain the advance written consent of the City.

25.03 Failure of Holder to Complete Construction. In any case where six (6) months after assumption of obligations under Section 25.02 above, a Lender, having first exercised its option to complete the construction, has not proceeded diligently with completion of the construction, the City will have all the rights against the Holder it would otherwise have against Tenant under this Ground Lease for events or failures occurring after such assumption; subject to any extensions of time granted under Section 10.17 of this Ground Lease.

25.04 Default by Tenant and the City's Rights.

25.04(a) Right of City to Cure a Default or Breach by Tenant under a Leasehold Mortgage. In the event of a default or breach by Tenant under any Leasehold Mortgage, and Tenant's failure to timely commence or diligently prosecute cure of the default or breach, the City may, at its option, cure the breach or default during the one hundred ten (110)

days after the date that the Lender files a notice of default. If the City undertakes to cure the default or breach, then the City will be entitled to reimbursement from Tenant of all costs and expenses reasonably incurred by the City. The City will also be entitled to a lien on the Leasehold Estate to the extent Tenant does not reimburse the costs and expenses. City's lien will be subject to the lien of any then-existing Leasehold Mortgage authorized by this Ground Lease, including any lien contemplated because of advances yet to be made. After ninety (90) days following the date of Lender filing a notice of default and expiration of all applicable cure periods under the terms of the applicable loan documents, the City will also have the right to assign Tenant's interest in the Ground Lease to another entity, subject to all Lenders' and Permitted Limited Partner's written consents, and which consent may be conditioned, among other things, on the assumption by the other entity of all obligations of the Tenant under the Leasehold Mortgage.

25.04(b) Notice of Default to City. Tenant will require Lender to give the City prompt written notice of any default or breach of the Leasehold Mortgage and each Leasehold Mortgage will provide for that notice to the City and contain the City's right to cure as above set forth.

25.05 Cost of Mortgage Loans to be Paid by Tenant. Tenant covenants and affirms that it will bear all of the costs and expenses in connection with (a) the preparation and securing of any Leasehold Mortgage, (b) the delivery of any instruments and documents and their filing and recording, if required, and (c) all taxes and charges payable in connection with any Leasehold Mortgage.

ARTICLE 26 PROTECTION OF LENDER

26.01 Notification to the City. Promptly on the creation of any Leasehold Mortgage and as a condition precedent to the existence of any of the rights set forth in this ARTICLE 26, Tenant will cause each Lender to give written notice to the City of the Lender's address and of the existence and nature of its Leasehold Mortgage. Execution of Attachment 3 will constitute City's acknowledgement of Lender's having given such notice as is required to obtain the rights and protections of a Lender under this Ground Lease.

26.02 Lender's Rights to Prevent Termination. Subject to the terms of Section 26.04, each Lender has the right, but not the obligation, at any time before termination of this Ground Lease and without payment of any penalty other than the interest on unpaid rent, to pay all of the rents due under this Ground Lease, to effect any insurance, to pay any taxes and assessments and other similar charges, to make any repairs and improvements, to do any other act or thing required of Tenant or necessary and proper to be done in the performance and observance of the agreements, covenants and conditions of this Ground Lease to prevent a termination of this Ground Lease to the same effect as if the same had been made, done, and performed by Tenant instead of by Lender.

26.03 Lender's Rights When Tenant Defaults. If any event of default under this Ground Lease occurs and is continuing, and is not cured within the applicable cure period, the City will not terminate this Ground Lease or exercise any other remedy, including but not limited to, the

ability of the City to cause the full amount of Annual Rent to be converted to Base Rent in the event of noncompliance with Section 9.01, unless it first gives written notice of the event of default to Lender; and

26.03(a) If the event of default is a failure to pay a monetary obligation of Tenant, Lender will have sixty (60) days from the date of written notice from the City to Lender to cure the default; or

26.03(b) If the event of default is not a failure to pay a monetary obligation of Tenant, Lender will have ninety (90) days from the date of receipt of the written notice from the City to Lender to either (a) remedy such default; or (b) obtain title to the Leasehold Estate in lieu of foreclosure; or (c) to commence foreclosure or other appropriate proceedings in the nature thereof (including the appointment of a receiver) and thereafter diligently prosecute such proceedings to completion, in which case such event of default will be remedied or deemed remedied in accordance with Section 26.04 below. If, due to the nature of the default, the default is not capable of cure within one hundred twenty (120) days, then Lender may request from the City an extended period, together with the reasons for its request for extension. City will not unreasonably withhold its approval of such request.

26.03(c) All rights of the City to terminate this Ground Lease as the result of the occurrence of any uncured event of default is subject to, and conditioned upon, the City having first given Lender written notice of the event of default and Lender having failed to remedy such default or acquire Tenant's Leasehold Estate or commence foreclosure or other appropriate proceedings in the nature thereof as set forth in and within the time specified by this Section 26.03, and upon the Permitted Limited Partners having failed to proceed as permitted under Sections 19.04(c) or 26.06(b).-Notwithstanding anything to the contrary contained herein, in no event will any Lender be required, as a condition to preventing the termination of this Ground Lease, or obtaining a new ground lease hereunder, to (1) cure any default by Tenant under Section 25.04 of this Ground Lease, or (2) cure any default be Tenant in the payment of any amounts payable by Tenant under any indemnification provisions of this Ground Lease, and upon completion of a foreclosure (or deed in lieu thereof), all such defaults shall automatically be deemed cured and waived.

26.04 Default That Cannot be Remedied by Lender. Any event of default under this Ground Lease that in the nature thereof cannot be remedied by Lender will be deemed to be remedied as it pertains to Lender or any Subsequent Owner if (a) within ninety (90) days after receiving notice from the City setting forth the nature of such event of default, Lender has acquired Tenant's Leasehold Estate or has commenced foreclosure or other appropriate proceedings in the nature of foreclosure, (b) Lender is diligently prosecuting any such proceedings to completion, (c) Lender has fully cured any event of default arising from failure to pay or perform any monetary obligation in accordance with Section 26.03, and (d) after gaining possession of the Improvements, Lender diligently proceeds to perform all other obligations of Tenant as and when due in accordance with the terms of this Ground Lease.

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

26.06 Lender's Rights to Record, Foreclose, and Assign. With respect to any Leasehold Mortgage:

26.06(a) the Lender may cause its Leasehold Mortgage to be recorded and enforced under applicable law, including through foreclosure, and upon foreclosure, sell and assign the Leasehold Estate to an assignee from whom it may accept a purchase price; subject, however, to Lender's first securing written approval from City, which approval will not be unreasonably withheld, conditioned or delayed (provided, however, no such approval shall be required in the event of a sale through foreclosure (or deed in lieu of foreclosure) of the Leasehold Mortgage held by a Lender), and if the Subsequent Owner has elected to maintain the use restrictions of ARTICLE 9, the Subsequent Owner must be controlled by a California nonprofit public benefit corporation exempt from tax under Section 501(c)(3) of the Internal Revenue Code so that the Premises receive an exemption from state property taxes as provided under Section 214 of the California Revenue and Taxation Code (to the extent such exemption is then available). Furthermore, Lender may acquire title to the Leasehold Estate in any lawful way, and if the Lender becomes the assignee, then Lender may sell and assign the Leasehold Estate subject to City approval (which may not be unreasonably withheld, conditioned, or delayed) and to the City's rights under Section 25.04.

26.06(b) each Subsequent Owner must take said Leasehold Estate subject to all of the provisions of this Ground Lease, and must, so long as and only so long as it is the owner of the Leasehold Estate, except as provided elsewhere in this Ground Lease, assume all of the obligations of Tenant under this Ground Lease; provided, however, that, subject to the rent provisions of Section 26.07 below, the Subsequent Owner will operate and maintain Residential Units subject to any applicable regulatory agreement, restrictive covenant, or other encumbrance including, but not limited to, the MOHCD Declaration of Restrictions and HCD regulatory agreement;

26.06(c) the City will mail or deliver to any Lender that has an outstanding Leasehold Mortgage a duplicate copy of all notices that the City may give to Tenant under this Ground Lease; and

26.06(d) any Permitted Limited Partners of Tenant will have the same rights as any Lender under Sections 26.02, 26.03, and 26.06(a), and any reference to a Lender in those

sections will be deemed to include the Permitted Limited Partners; provided, however, that the rights of the Permitted Limited Partners are subordinate to the rights of any Lender.

26.07 Ground Lease Rent after Lender Foreclosure or Assignment. From and after the time that the Subsequent Owner acquires title to the Leasehold Estate, City will forgive any accrued Annual Rent at the time of foreclosure, and it will not be an obligation of the Lender, its assignee, or the Subsequent Owner. After foreclosure or assignment of the Leasehold Estate to the Lender in lieu of foreclosure, if the Lender continues to operate the Project subject to the use and occupancy restrictions of Section 9.01, then Annual Rent otherwise due may, at the option of the Lender, be deferred until the earlier of the date of the Lender's sale or assignment of the Project to a Subsequent Owner that does not agree to operate the Project subject to such restrictions or the date that is sixty (60) days after Lender ceases to operate the Project in accordance with those restrictions. All deferred Annual Rent will accrue, with simple interest at six percent (6%) per annum until paid.

26.08 Permitted Uses After Lender Foreclosure. Notwithstanding the above, in the event of a foreclosure and transfer to a Subsequent Owner, then the Premises will be operated in accordance with the uses specified in the building permit with all addenda, as approved by the City's Department of Building Inspection.

26.09 Preservation of Leasehold Benefits. Until such time as a Lender notifies the City in writing that the obligations of Tenant under its loan documents have been satisfied:

26.09(a) subject to Section 19.03(b), the City will not voluntarily cancel or surrender this Ground Lease, or accept a voluntary cancellation or surrender of this Ground Lease by Tenant, or amend this Ground Lease to materially increase the obligations of the Tenant or the rights of the City under this Ground Lease, without the prior written consent of the Lender (which may not be unreasonably withheld or delayed);

26.09(b) the City will not enforce against a Lender any waiver or election made by the Tenant under this Ground Lease that has a material adverse effect on the value of the Leasehold Estate without the prior written consent of the Lender (which will not be unreasonably withheld or delayed);

26.09(c) if a Lender makes written request to the City for a new ground lease within fifteen (15) days after Lender receives written notice of termination of this Ground Lease, then the City will enter a new ground lease with the Lender commencing on the date of termination of this Ground Lease and ending on the normal expiration date of this Ground Lease, on substantially the same terms and conditions as this Ground Lease and subject to the rent provisions set forth in Section 26.07; so long as the Lender cures all unpaid monetary defaults under this Ground Lease, through the date of such termination;

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

and no settlement of any such claim may be entered into without the prior written consent of the First Mortgage Lender pursuant to the Loan Documents.

26.10 No Merger. The Leasehold Estate will not merge with the fee interest in the Land, notwithstanding ownership of the leasehold and the fee by the same person, without the prior written consent of each Lender.

26.11 City Bankruptcy.

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

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

26.11(c) If a bankruptcy proceeding is filed by or on behalf of the City:

(i) Tenant will be presumed to have objected to any attempt by the City to sell the fee interest free and clear of the Leasehold Estate;

(ii) if Tenant does not so object, each Lender will have the right to so object on its own behalf or on behalf of the Tenant; and

(iii) in connection with any such sale, Tenant will not be deemed to have received adequate protection under section 363(e) of the Bankruptcy Code, unless it has received and paid to each Lender the outstanding balance under its respective loan.

26.11(d) City recognizes that the Lenders are authorized on behalf of Tenant to vote, participate in, or consent to any bankruptcy, insolvency, receivership, or court proceeding concerning the Leasehold Estate.

ARTICLE 27 CONDEMNATION AND TAKINGS

27.01 Parties' Rights and Obligations to be Governed by Agreement. If, during the term of this Ground Lease, there is any condemnation of all or any part of the Premises or any interest in the Leasehold Estate is taken by condemnation, the rights and obligations of the parties will be determined under this ARTICLE 27, subject to the rights of any Lender. Accordingly, Tenant waives any right to terminate this Ground Lease upon the occurrence of a partial condemnation under Sections 1265.120 and 1265.130 of the California Code of Civil Procedure, as those sections may from time to time be amended, replaced, or restated

27.02 Notice. In case of the commencement of any proceedings or negotiations that might result in a condemnation of all or any portion of the Premises during the Term, the party

learning of such proceedings will promptly give written notice of the proceedings or negotiations to the other party. The notice will describe with as much specificity as is reasonable, the nature and extent of such condemnation or the nature of such proceedings or negotiations and of the condemnation that might result, as the case may be.

27.03 Total Taking. If the Premises is totally taken by condemnation, this Ground Lease will terminate on the date the condemnor has the right to possession of the Premises.

27.04 Partial Taking. If any portion of the Premises is taken by condemnation, this Ground Lease will remain in effect, except that Tenant may, with Lender's written consent, elect to terminate this Ground Lease if, in Tenant's reasonable judgment, the remaining portion of the Premises is rendered unsuitable for Tenant's continued use. If Tenant elects to terminate this Ground Lease, Tenant must exercise its right to terminate under this paragraph by giving notice to the City within thirty (30) days after the City notifies Tenant of the nature and the extent of the taking. Tenant's termination notice must include the date of termination, which date may not be earlier than thirty (30) days or later than six (6) months after the date of Tenant's notice; except that this Ground Lease will terminate on the date the condemnor has the right to possession of the Premises if that date falls on a date before the date of termination as designated by Tenant. If Tenant does not terminate this Ground Lease within the thirty (30) day notice period, this Ground Lease will continue in full force and effect.

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

27.06 Restoration of Improvements. If there is a partial taking of the Premises and this Ground Lease remains in full force and effect under Section 27.04, then Tenant may, subject to the terms of the Leasehold Mortgage, use the proceeds of the taking to accomplish all necessary restoration to the Premises.

27.07 Award and Distribution. Any compensation awarded, paid, or received on a total or partial condemnation of the Premises or threat of condemnation of the Premises will belong to and be distributed in the following order:

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

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

27.07(c) Third, to the Landlord.

27.07(d) Notwithstanding anything to the contrary set forth in this Section, any portion of the compensation awarded that has been specifically designated by the condemning authority or in the judgment of any court to be payable to the City or Tenant on account of any interest in the Premises separate and apart from the condemned land value, the value of the City's reversionary interest in the Improvements, Tenant's Leasehold Estate, or the value of the Improvements for the remaining unexpired portion of the Term, will be paid to the City or Tenant, as applicable, as so designated by the condemning authority or judgment.

27.08 Payment to Lenders. In the event the Improvements are subject to the lien of a Leasehold Mortgage on the date when any compensation resulting from a condemnation or threatened condemnation is to be paid to Tenant, the award will be disposed of as provided in the Leasehold Mortgages. Further, the First Mortgage Lender will have the right to participate in any settlement of a condemnation claim and no such settlement will be entered into without the prior written consent of the First Mortgage Lender.

27.09 Temporary Condemnation. If there is a condemnation of all or any portion of the Premises for a temporary period lasting less than the remaining Term, this Ground Lease will remain in full force and effect, there will be no abatement of Rent, and the entire award will be payable to Tenant.

27.10 Personal Property; Goodwill. Notwithstanding Section 27.07, the City will not be entitled to any portion of any award payable in connection with the condemnation of the Personal Property of Tenant or any of its subtenants, or any moving expenses, loss of goodwill or business loss or interruption of Tenant, severance damages with respect to any portion of the Premises remaining under this Ground Lease, or other damages suffered by Tenant.

ARTICLE 28 ESTOPPEL CERTIFICATE

The City or Tenant, as the case may be, will execute, acknowledge, and deliver to the other and/or any Lender or a Permitted Limited Partner, promptly upon request, its certificate certifying (a) that this Ground Lease is unmodified and in full force and effect (or, if there have been modifications, that this Ground Lease is in full force and effect, as modified, and stating the modifications), (b) the dates, if any, to which rent has been paid, (c) whether there are then existing any charges, offsets, or defenses against the enforcement by the City or Tenant to be performed or observed and, if so, specifying them, and (d) whether there are then existing any defaults by Tenant or the City in the performance or observance by Tenant or the City of any agreement, covenant, or condition on the part of Tenant or the City to be performed or observed under this Ground Lease, and whether any notice has been given to Tenant or the City of any default that has not been cured and, if so, specifying the uncured default. Tenant will use commercially reasonable efforts (by inserting a provision similar to this one into the leases of its Non-residential Occupants) to cause the Non-residential Occupants to execute and deliver to the City a certificate as described above with respect to its sublease within thirty (30) days after request.

ARTICLE 29 SURRENDER AND QUITCLAIM

29.01 Surrender.

29.01(a) Upon expiration or earlier termination of this Ground Lease, Tenant will surrender to the City the Premises in good order, condition, and repair (except for ordinary wear and tear occurring after the last necessary maintenance made by Tenant and except for Casualty or Condemnation as described in ARTICLE 20 and ARTICLE 27). Ordinary wear and tear will not include any damage or deterioration that would have been prevented by proper maintenance by Tenant, or Tenant otherwise performing all of its obligations under this Ground Lease. The Premises must be surrendered clean, free of debris, waste, and Hazardous Substances, and free and clear of all liens and encumbrances other than liens and encumbrances existing as of the date of this Ground Lease and any other encumbrances created or approved in writing by the City. On or before the expiration or earlier termination of this Ground Lease, Tenant at its sole cost will remove from the Premises, and repair any damage caused by removal of, Personal Property, including any signage. Improvements and Changes will remain in the Premises as City property and title to the Improvements and any Changes will be conveyed to the City as provided in ARTICLE 13 above.

29.01(b) If the Premises are not surrendered at the end of the Term or sooner termination of this Ground Lease, and in accordance with the provisions of this ARTICLE 29, Tenant will continue to be responsible for the payment of Annual Rent until the Premises are surrendered in accordance with this ARTICLE 29, and Tenant will indemnify, defend, and hold harmless the Indemnified Parties from and against any and all Claims resulting from delay by Tenant in surrendering the Premises including, without limitation, any costs of the City to obtain possession of the Premises; any loss or liability resulting from any Claim against the City made by any succeeding tenant or prospective tenant founded on or resulting from such delay; and losses to the City due to lost opportunities to lease any portion of the Premises to any such succeeding tenant or prospective tenant, together with, in each instance, reasonable attorneys' fees and costs.

29.01(c) No act or conduct of the City or MOHCD, including, but not limited to, the acceptance of the keys to the Premises, will constitute an acceptance of the surrender of the Premises by Tenant before the expiration of the Term. Only a written notice from the City to Tenant confirming termination of this Ground Lease and surrender of the Premises by Tenant will constitute acceptance of the surrender of the Premises and accomplish a termination of this Ground Lease.

29.02 Quitclaim. On the expiration or earlier termination of this Ground Lease, the Improvements will automatically, and without further act or conveyance on the part of Tenant or the City, become the property of the City, free and clear of all liens and without payment therefore by the City, as provided in ARTICLE 13. On expiration or sooner termination of this Ground Lease, Tenant must surrender the Premises to the City and, at the City's request, will execute, acknowledge, and deliver to the City a good and sufficient quitclaim deed with respect to any interest of Tenant in the Premises.

29.03 Abandoned Property. Any items, including Personal Property, not removed by Tenant on the expiration or termination of this Ground Lease will be deemed abandoned. The City may retain, store, remove, and sell or otherwise dispose of abandoned Personal Property, and Tenant waives all Claims against the City for any damages resulting from the City's retention, removal, and disposition of abandoned Personal Property; provided, however, that Tenant will be liable to the City for all costs incurred in storing, removing, and disposing of abandoned Personal Property and repairing any damage to the Premises resulting from its removal. The City may elect to sell abandoned Personal Property and offset against the sales proceeds the City's storage, removal, and disposition costs without notice to Tenant or otherwise according to the procedures set forth in California Civil Code Section 1993, the benefits of which Tenant waives.

29.04 Survival. Tenant's obligation under this ARTICLE 29 will survive the expiration or earlier termination of this Ground Lease.

ARTICLE 30 EQUAL OPPORTUNITY

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

ARTICLE 31 CITY PREFERENCE PROGRAMS

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

ARTICLE 32 RESERVED

ARTICLE 33 CONFLICT OF INTEREST

No commissioner, official, or employee of the City may have any personal or financial interest, direct or indirect, in this Ground Lease, and any such commissioner, official, or employee may not participate in any decision relating to this Ground Lease that affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.

ARTICLE 34 NO PERSONAL LIABILITY

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

ARTICLE 35 ENERGY CONSERVATION

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

ARTICLE 36 WAIVER

The waiver by the City or Tenant of any term, covenant, agreement or condition in this Ground Lease will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement, or condition in this Ground Lease, and no custom or practice that may grow up between the parties in the administration of this Ground Lease may be construed to waive or to lessen the right of the City or Tenant to insist upon the performance by the other in strict accordance with the its terms. The subsequent acceptance of rent or any other sum by the City will not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, agreement, or condition of this Ground Lease, other than the failure of Tenant to pay the particular rent or other sum accepted, regardless of the City's knowledge of the preceding breach at the time of acceptance of such rent or other sum. Any waiver by the City of any term or provision of this Ground Lease must be in writing.

ARTICLE 37 TENANT RECORDS

Upon reasonable notice during normal business hours, and as often as the City may deem necessary, Tenant will make available to the City and its authorized representatives for examination all records, reports, data, and information made or kept by Tenant regarding its activities or operations on the Premises. Nothing contained in this Ground Lease will entitle the City to inspect personal histories of residents or lists of donors or supporters. To the extent that it is permitted by Law to do so, the City will respect the confidentiality requirements of Tenant in regard to the lists above of the names of Residential Occupants of the Premises furnished by Tenant under to ARTICLE 7 above.

ARTICLE 38 NOTICES AND CONSENTS

All notices, demands, consents, or approvals that may be given or are required to be given by either party to the other under this Ground Lease must be in writing and will be deemed to have been fully given when delivered in person to such representatives of the Tenant, and the City, or when deposited in the United States mail, certified, postage prepaid, or by express delivery service with a delivery receipt and addressed

if to Tenant at: New Asia Housing, L.P., a California limited partnership
c/o Chinatown Community Development Center
615 Grant Avenue, San Francisco, CA 94108
Attention: Chief Executive Officer

if to the City at:

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

with copy to: Office of the City Attorney
City Hall
1 Dr. Carlton B. Goodlett Place, Room 234
San Francisco, California 94102-4682
Attn: Real Estate & Finance Team
RE: 772 and 758 Pacific

or to such other address with respect to either party as that party may from time to time designate by notice to the other given under the provisions of this ARTICLE 38. Any notice given under this ARTICLE 38 will be effective on the date of delivery or the date delivery is refused as shown on the delivery receipt. Courtesy copies of notices may be delivered by email.

ARTICLE 39 HEADINGS

Any titles of the paragraphs, articles, and sections of this Ground Lease are inserted for convenience only and will be disregarded in construing or interpreting any of its provisions. "Paragraph," "article," and "section" may be used interchangeably.

ARTICLE 40 SUCCESSORS AND ASSIGNS

This Ground Lease will be binding upon and inure to the benefit of the successors and assigns of the City and Tenant and where the term "Tenant" or "City" is used in this Ground Lease, it means and includes their respective successors and assigns; provided, however, that the City will have no obligation under this Ground Lease to, and no benefit of this Ground Lease will accrue to, any unapproved successor or assign of Tenant where City approval of a successor or assign is required by this Ground Lease. If and when the City sells the Land to any third party,

City will require such third party to assume all of the City's obligations under this Ground Lease arising on and after the transfer in writing for the benefit Tenant and its successors and assigns.

ARTICLE 41 TIME

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

ARTICLE 42 PARTIAL INVALIDITY

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

ARTICLE 43 APPLICABLE LAW; NO THIRD PARTY BENEFICIARY

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

ARTICLE 44 RESERVED

ARTICLE 45 EXECUTION IN COUNTERPARTS

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

ARTICLE 46 BROKERS

Neither party has had any contact or dealings regarding the leasing of the Land, or any communication in connection therewith, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the ground lease contemplated herein. If any broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings, or communication, the party through whom the broker or finder makes a claim will be responsible for such commission or fee and will indemnify, defend and hold harmless the other party from any and all Claims. The provisions of this Section will survive any termination of this Ground Lease.

ARTICLE 47 RECORDATION OF MEMORANDUM OF GROUND LEASE

This Ground Lease may not be recorded, but a memorandum of this Ground Lease will be recorded in the form attached hereto as Attachment 4 ("**Memorandum of Ground Lease**"). The parties will execute the memorandum in form and substance as required by a title insurance company insuring Tenant's leasehold estate or the interest of any Leasehold Mortgagee, and sufficient to give constructive notice of the Ground Lease to subsequent purchasers and mortgagees.

ARTICLE 48 SURVIVAL

Termination or expiration of this Ground Lease will not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this Ground Lease, the ability to collect any damages or sums due, and it will not affect any provision of this Ground Lease that expressly states it will survive termination or expiration of this Ground Lease.

ARTICLE 49 RESERVED

ARTICLE 50 CITY PROVISIONS

50.01 Non-Discrimination.

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

50.01(b) Subleases and Other Subcontracts. Tenant must include in all subleases and other subcontracts relating to the Premises a non-discrimination clause applicable to any subtenant or other subcontractor in substantially the form of Section 50.01(a) above. In addition, Tenant must incorporate by reference in all subleases and other subcontracts the provisions of San Francisco Labor and Employment Code Article 131, Section 131.2(a), (c)-(k), and Section 132.3 and must require all subtenants and other subcontractors to comply with those provisions. Tenant's failure to comply with the obligations in this subsection will constitute a material breach of this Ground Lease.

50.01(c) Non-Discrimination in Benefits. Tenant does not as of the date of this Ground Lease and will not during the Term, in any of its operations in San Francisco or with respect to its operations under this Ground Lease elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits, or travel benefits (collectively "**Core Benefits**"), as well as any benefits other than Core Benefits, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity under state or local Law authorizing such registration, subject to the conditions set forth in San Francisco Labor and Employment Code Article 131, Section 131.2(b).

50.01(d) Condition to Lease. As a condition to this Ground Lease, Tenant will execute the City's Declaration: Nondiscrimination in Contracts and Benefits form with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division ("CMD").

50.01(e) Incorporation of Labor and Employment Code Provisions by Reference. The provisions of San Francisco Labor and Employment Code Article 131 and Article 132 relating to non-discrimination by Parties contracting for the lease of City property are incorporated in this Section by reference and made a part of this Ground Lease as though fully set forth herein. Tenant must comply fully with and be bound by all of the provisions that apply to this Ground Lease under these Articles of the Labor and Employment Code, including, but not limited to, the remedies provided in such Articles. Without limiting the foregoing, Tenant understands that under Article 131, Section 131.2(h) of the San Francisco Labor and Employment Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Ground Lease may be assessed against Tenant and/or deducted from any payments due Tenant.

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

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

50.04 Charter Provisions. This Ground Lease is governed by and subject to the provisions of the Charter of the City and County of San Francisco. Accordingly, Tenant acknowledges and agrees that no officer or employee of the City has authority to commit the City to this Ground Lease unless and until a resolution of the City's Board of Supervisors has been duly enacted approving this Ground Lease. Therefore, any obligations or liabilities of the City under this Ground Lease are contingent upon enactment of a resolution, and this Ground Lease will be null and void unless the City's Mayor and the Board of Supervisors approve this Ground Lease, in their respective sole and absolute discretion, and in accordance with all applicable Laws. Approval of this Ground Lease by any City department, commission, or agency

may not be deemed to imply that a resolution will be enacted or create any binding obligations on the City.

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

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

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

50.08 Compliance with City's Sunshine Ordinance. Tenant understands and agrees that under the City's Sunshine Ordinance (S.F. Admin. Code, Chapter 67) and the State Public Records Law (Cal. Gov. Code §§ 6250 *et seq.*), this Ground Lease and any and all records, information and materials submitted to the City hereunder are public records subject to public disclosure. Tenant hereby authorizes the City to disclose any records, information, and materials submitted to the City in connection with this Ground Lease as required by Law. Further, Tenant specifically agrees to conduct any meeting of its governing board that addresses any matter relating to the Project or to Tenant’s performance under this Ground Lease as a passive meeting.

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

50.10 Requiring Health Benefits for Covered Employees. Unless exempt, Tenant will comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (the “HCAO”), as set forth in San Francisco Labor and Employment Code Article 121 (“**Article 121**”), including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Article 121 are incorporated in this Ground Lease by reference and made a part of this Ground Lease as though fully set forth. The text of the HCAO is available on the web at www.sfgov.org/oca/lwlh.htm. Capitalized terms used in this Section and not defined in this Ground Lease have the meanings assigned to that terms in Article 121. Notwithstanding this requirement, City recognizes that the residential housing component of the Improvements is not subject to the HCAO.

50.10(a) For each Covered Employee, Tenant must provide the appropriate health benefit set forth in Section 121.3 of the HCAO. If Tenant chooses to offer the health plan option, the health plan must meet the minimum standards set forth by the San Francisco Health Commission.

50.10(b) If Tenant is a small business as defined in Section 121.3(d) of the HCAO, Tenant will have no obligation to comply with Section 50.10(a) above.

50.10(c) Tenant's failure to comply with the HCAO will constitute a material breach of this Ground Lease. If Tenant fails to cure its breach within thirty (30) days after receiving the City's written notice of a breach of this Ground Lease for violating the HCAO or, if the breach cannot reasonably be cured within the 30-day period and Tenant fails to commence efforts to cure within the 30-day period, or thereafter fails diligently to pursue the cure to completion, then the City will have the right to pursue the remedies set forth in Section 121.5(f)(1-5) of the HCAO. Each of these remedies will be exercisable individually or in combination with any other rights or remedies available to the City.

50.10(d) Reserved

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

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

50.10(g) Tenant must keep itself informed of the current requirements of the HCAO as they may change during the Term.

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

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

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

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

50.11 Public Access to Meetings and Records. If Tenant receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Tenant must comply with and will be bound by all the applicable provisions of that Chapter. By executing this Ground Lease, Tenant will open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. Further, Tenant will make good-faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. Tenant acknowledges that its material failure to comply with any of the provisions of this paragraph will constitute a material breach of this Ground Lease. Tenant further acknowledges that such material breach of this Ground Lease will be grounds for City to terminate and/or not renew this Ground Lease, partially or in its entirety.

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

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

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

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

50.15(a) Neither Tenant nor any of its subcontractors will disclose Private Information, unless one of the following is true:

- (i) The disclosure is authorized by this Ground Lease;
- (ii) Tenant received advance written approval from the Contracting Department to disclose the information; or
- (iii) The disclosure is required by law or judicial order.

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

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

50.15(d) Any failure of Tenant to comply with the Nondisclosure of Private Information Ordinance will be a material breach of this Ground Lease. In such an event, in

addition to any other remedies available to it under equity or law, City may terminate this Ground Lease, debar Tenant, or bring a false claim action against Tenant.

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

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

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

50.18 Food Service Waste Reduction. Tenant will comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided therein, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Ground Lease as though fully set forth herein. Accordingly, Tenant acknowledges that City contractors and lessees may not use Disposable Food Service

Ware that contains Polystyrene Foam in City Facilities and while performing under a City contract or lease, and will instead use suitable Biodegradable/ Compostable or Recyclable Disposable Food Service Ware. This provision is a material term of this Ground Lease. By entering into this Ground Lease, Tenant agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine. Without limiting City's other rights and remedies, Tenant agrees that the sum of One Hundred Dollars (\$100.00) liquidated damages for the first breach, Two Hundred Dollars (\$200.00) liquidated damages for the second breach in the same year, and Five Hundred Dollars (\$500.00) liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Ground Lease was made. Those amounts will not be considered a penalty, but rather agreed upon monetary damages sustained by the City because of Tenant's failure to comply with this provision.

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

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

50.20 Criminal History in Hiring and Employment Decisions.

50.20(a) Unless exempt, Tenant will comply with and be bound by all of the provisions of of Article 142 of the San Francisco Labor and Employment Code (Criminal History in Hiring and Employment Decisions; “**Article 142**”), which are hereby incorporated as may be amended from time to time, regarding applicants and employees of Tenant who would be or are performing work at the Premises.

50.20(b) Tenant will incorporate by reference the provisions of Article 142 in all subleases of a portion or all of the Premises, if any, and will require all subtenants to

comply with its provisions. Tenant's failure to comply with the obligations in this subsection will constitute a material breach of this Ground Lease.

50.20(c) Tenant and subtenants (if any) may not inquire about, require disclosure of, or if such information is received base an Adverse Action (as defined in Article 142) on an applicant's or potential applicant for employment, or employee's: (1) Arrest (as defined in Article 142) not leading to a Conviction (as defined in Article 142), unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

50.20(d) Tenant and subtenants (if any) may not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in Section 50.20(c) above. Tenant and subtenants (if any) may not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

50.20(e) Tenant and subtenants (if any) will state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment with Tenant or subtenant at the Premises, that the Tenant or subtenant will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Article 142.

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

50.20(g) Tenant and subtenants (if any) understand and agree that upon any failure to comply with the requirements of Article 142, the City will have the right to pursue any rights or remedies available under Article 142 or this Ground Lease, including but not limited to a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant, or other person as to whom a violation occurred or continued, termination, or suspension in whole or in part of this Ground Lease.

50.20(h) If Tenant has any questions about the applicability of Article 142, it may contact the City's Real Estate Division for additional information. City's Real Estate Division may consult with the Director of the City's Office of Contract Administration who may also grant a waiver, as set forth in Article 142.8.

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

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

50.22 Consideration of Salary History Tenant will comply with San Francisco Labor and Employment Code Article 141, the Consideration of Salary History Ordinance or “Pay Parity Act.” For each employment application to Tenant for work that relates to this Agreement or for work to be performed in the City or on City property, Tenant is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant. Tenant will not (1) ask such applicants about their current or past salary or (2) disclose a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Tenant is subject to the enforcement and penalty provisions in Article 141. Information about Article 141 is available on the web at <https://sfgov.org/olse/consideration-salary-history>.

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

50.24 Possessory Interest Reporting.

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

50.24(b) San Francisco Administrative Code Sections 23.38 and 23.39 require that certain information relating to the creation, renewal, extension, assignment, sublease, or other transfer of this Ground Lease be provided to the County Assessor within sixty (60) days after the transaction. Accordingly, Tenant must provide a copy of this Ground Lease to the County Assessor not later than sixty (60) days after the Effective Date, and any failure of Tenant to timely provide a copy of this Ground Lease to the County Assessor will be a default under this Ground Lease. Tenant will also timely provide any information that City may request to ensure compliance with this or any other reporting requirement.

50.25 Vending Machines; Nutritional Standards. Tenant may not install or permit any vending machine on the Premises without the prior written consent of Landlord. Any permitted vending machine must comply with the food nutritional and calorie labeling requirements set forth in San Francisco Administrative Code section 4.9-1(c), as may be amended from time to time (the “**Nutritional Standards Requirements**”). Tenant will incorporate the Nutritional Standards Requirements into any contract for the installation of a vending machine on the Premises or for the supply of food and beverages to that vending machine. Failure to comply with the Nutritional Standards Requirements or to otherwise comply with this Section 50.25 will be deemed a material breach of this Ground Lease. Without limiting Landlord’s other rights and remedies under this Ground Lease, Landlord will have the right to require the immediate removal of any vending machine on the Premises that is not permitted or that violates the Nutritional Standards Requirements.

50.26 San Francisco Packaged Water Ordinance. Tenant will comply with San Francisco Environment Code Chapter 24 (“**Chapter 24**”). Tenant will not sell, provide or otherwise distribute Packaged Water, as defined in Chapter 24 (including bottled water), in the performance of this Agreement or on City property unless Tenant obtains a waiver from the City’s Department of the Environment. If Tenant violates this requirement, the City may exercise all remedies in this Agreement and the Director of the City’s Department of the Environment may impose administrative fines as set forth in Chapter 24.

ARTICLE 51 COMPLETE AGREEMENT

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

ARTICLE 52 AMENDMENTS

Neither this Ground Lease nor any terms or provisions hereof may be changed, waived, discharged, or terminated, except by a written instrument signed by the party against which the enforcement of the change, waiver, discharge, or termination is sought. No waiver of any breach

will affect or alter this Ground Lease, but each and every term, covenant, and condition of this Ground Lease will continue in full force and effect with respect to any other than existing or subsequent breach thereof. Any amendments or modifications to this Ground Lease, including, without limitation, amendments to or modifications to the exhibits to this Ground Lease, will be subject to the mutual written agreement of City and Tenant, and City's agreement may be made upon the sole approval of the City's Director of Property and MOHCD's Director, or their respective designee; provided, however, material amendments, or modifications to this Ground Lease (a) changing the legal description to increase the Land under this Ground Lease, (b) increasing the Term, (c) decreasing or forgiving the Rent, (d) changing the general use of the Premises from the use authorized under this Ground Lease, and (e) any other amendment or modification which materially increases the City's liabilities or financial obligations under this Ground Lease will additionally require the approval of the City's Board of Supervisors.

ARTICLE 53 ATTACHMENTS

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

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

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS GROUND LEASE, TENANT ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY TO THIS GROUND LEASE UNLESS AND UNTIL CITY'S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING THIS GROUND LEASE AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED HEREBY. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY UNDER THIS GROUND LEASE ARE CONTINGENT UPON ADOPTION OF SUCH A RESOLUTION, AND THIS GROUND LEASE WILL BE NULL AND VOID IF CITY'S MAYOR AND THE BOARD OF SUPERVISORS DO NOT APPROVE THIS GROUND LEASE, IN THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF THIS GROUND LEASE BY ANY DEPARTMENT, COMMISSION, OR AGENCY OF CITY WILL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ENACTED, AND NO SUCH APPROVAL WILL CREATE ANY BINDING OBLIGATIONS ON CITY.

[Signatures on the next page]

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

TENANT:

NEW ASIA HOUSING, L.P., a California limited partnership

By: New Asia Housing LLC, a California limited liability company, its general partner

By: Chinatown Community Development Center, a California nonprofit public benefit corporation, its manager

By: _____
Malcolm Yeung
Chief Executive Officer

LANDLORD:

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By: _____
Sarah R. Oerth
Director of Property

Recommended:

By: _____
Daniel Adams, Director
Mayor's Office of Housing and Community Development

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

By: _____
Jessie Alfaro-Cassella
Deputy City Attorney

ATTACHMENT 1

LEGAL DESCRIPTION OF THE LAND

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

[Parcel 3 as shown on Parcel Map 12713, filed _____, 202__ in Book ____ of Parcel Maps, Pages ____ through ____, Official Records of the City and County of San Francisco.)]

ATTACHMENT 2

SCHEDULE OF PERFORMANCE

Unless otherwise extended in writing by the City, Tenant will: (a) commence demolition, rehabilitation or construction by a date no later than February 2027; (b) complete demolition, rehabilitation or construction by a date no later than October 2029, in accordance with the plans and specifications approved by the City, as evidenced by a temporary certificate of occupancy or equivalent certification provided by the City's Department of Building Inspection, and an architect's or engineer's certificate of completion (the "Completion Date"); and (c) achieve occupancy of ninety-five percent (95%) of the Units by a date no later than May 30, 2030.

ATTACHMENT 3

CITY CONSENT OF LEASEHOLD MORTGAGE

Date:

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

RE: 758 and 772 Pacific Avenue, San Francisco (LEASEHOLD
MORTGAGE)

Dear Sir or Madam:

Under Section 25.01 of the 758 and 772 Pacific Avenue Ground Lease, dated [____], 2026, between the City and County of San Francisco ("City") and New Asia Housing, L.P., a California limited partnership, we are formally requesting the City's consent to our placing a leasehold mortgage upon the leasehold estate of the above referenced development. The following information is provided in order for the City to provide its consent:

Lender:

Principal Amount:

Interest:

Term:

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

Sincerely,

NEW ASIA HOUSING, L.P., a California limited partnership

By: New Asia Housing LLC, a California limited liability company, its general partner

By: Chinatown Community Development Center, a California nonprofit
public benefit corporation, its manager

By: _____
Malcolm Yeung, Chief Executive Officer

By signing this letter, the City consents to the leasehold mortgage, under the terms and conditions of Section 25.01 of the 758 and 772 Pacific Avenue Ground Lease, dated [____], 2026.

Mayor's Office of Housing and Community Development

Daniel Adams, Director

ATTACHMENT 4

MEMORANDUM OF RESIDENTIAL GROUND LEASE

Free Recording Requested under
Government Code Section 27383

When recorded, mail to:

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

MEMORANDUM OF RESIDENTIAL GROUND LEASE

This Memorandum of Residential Ground Lease ("Memorandum") is entered into as of [____], 2026, by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "**City**"), acting by and through its Real Estate Division and the Mayor's Office of Housing and Community Development, and NEW ASIA HOUSING, L.P., a California limited partnership, as tenant ("**Tenant**"), with respect to that certain Ground Lease (the "Lease") dated [____], 2026, between the City and Tenant.

Under the Lease, City hereby leases to Tenant and Tenant leases from City the real property more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "**Property**"). The Lease will commence on the date set forth above and will end on the date that is seventy-five (75) years from the date set forth above, subject to a twenty-four (24) year option to extend, unless terminated earlier or extended pursuant to the terms of the Lease.

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

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

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

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

Notwithstanding any statement on the face of this Memorandum or on any attachment to the Memorandum of the amount of documentary transfer tax due in connection with the Lease, City's signature on this Memorandum does not constitute the City Assessor Recorder's agreement that the real property transfer tax due is that amount.

Executed as of [_____], 2026 in San Francisco, California.

TENANT:

NEW ASIA HOUSING, L.P., a California limited partnership

By: New Asia Housing LLC, a California limited liability company, its general partner

By: Chinatown Community Development Center, a California nonprofit
public benefit corporation, its manager

By: _____
Malcolm Yeung, Chief Executive Officer

CITY:

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By: _____

Sarah R. Oerth
Director of Property

Recommended:

By: _____

Daniel Adams, Director
Mayor's Office of Housing and Community Development

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: _____

Jessie Alfaro-Cassella
Deputy City Attorney

ATTACHMENT 5
FORM OF TENANT INCOME CERTIFICATION

[Attached.]

TENANT INCOME CERTIFICATION

☐ Initial Certification ☐ 1st Recertification ☐ Other _____

Effective Date: _____
Move-in Date: _____
(MM/DD/YYYY)

PART I - DEVELOPMENT DATA

Property Name: _____ County: _____ BIN #: _____
Address: _____ Unit Number: _____ # Bedrooms: _____

PART II. HOUSEHOLD COMPOSITION

HH Mbr #	Last Name	First Name & Middle Initial	Relationship to Head of Household	Date of Birth (MM/DD/YYYY)	F/T Student (Y or N)	Social Security or Alien Reg. No.
1			HEAD			
2						
3						
4						
5						
6						
7						

PART III. GROSS ANNUAL INCOME (USE ANNUAL AMOUNTS)

HH Mbr #	(A) Employment or Wages	(B) Soc. Security/Pensions	(C) Public Assistance	(D) Other Income
TOTALS	\$	\$	\$	\$

Add totals from (A) through (D), above

TOTAL INCOME (E):

\$

PART IV. INCOME FROM ASSETS

Hshld Mbr #	(F) Type of Asset	(G) C/I	(H) Cash Value of Asset	(I) Annual Income from Asset
TOTALS:			\$	\$
Enter Column (H) Total		Passbook Rate		
If over \$5000		\$ _____ X 2.00%	= (J) Imputed Income	\$
Enter the greater of the total of column I, or J: imputed income				TOTAL INCOME FROM ASSETS (K)
				\$

(L) Total Annual Household Income from all Sources [Add (E) + (K)]

\$

HOUSEHOLD CERTIFICATION & SIGNATURES

The information on this form will be used to determine maximum income eligibility. I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated annual income. I/we agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/we agree to notify the landlord immediately upon any member becoming a full time student.

Under penalties of perjury, I/we certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

Signature

(Date)

Signature

(Date)

Signature

(Date)

Signature

(Date)

PART V. DETERMINATION OF INCOME ELIGIBILITY

TOTAL ANNUAL HOUSEHOLD INCOME
FROM ALL SOURCES:
From item (L) on page 1

\$

RECERTIFICATION ONLY:

Current Income Limit x 140%:

\$

Household Income exceeds 140% at
recertification:☐ Yes ☐ No

Current Income Limit per Family Size: \$

Household Income at Move-in: \$

Household Size at Move-in: _____

PART VI. RENT

Tenant Paid Rent
Utility Allowance

\$

\$

Rent Assistance:

\$

Other non-optional charges:

\$

GROSS RENT FOR UNIT:
(Tenant paid rent plus Utility Allowance &
other non-optional charges)

\$

Unit Meets Rent Restriction at:

☐ 60% ☐ 50% ☐ 40% ☐ 30% ☐ _____%

Maximum Rent Limit for this unit: \$

PART VII. STUDENT STATUS

ARE ALL OCCUPANTS FULL TIME STUDENTS?

☐ yes ☐ noIf yes, Enter student explanation*
(also attach documentation)Enter
1-5

*Student Explanation:

- 1 AFDC / TANF Assistance
- 2 Job Training Program
- 3 Single Parent/Dependent Child
- 4 Married/Joint Return
- 5 Former Foster Care

PART VIII. PROGRAM TYPE

Mark the program(s) listed below (a. through e.) for which this household's unit will be counted toward the property's occupancy requirements. Under each program marked, indicate the household's income status as established by this certification/recertification.

a. Tax Credit ☐

See Part V above.

b. HOME ☐

Income Status

- ☐ ≤ 50% AMGI
☐ ≤ 60% AMGI
☐ ≤ 80% AMGI
☐ OI**

c. Tax Exempt ☐

Income Status

- ☐ 50% AMGI
☐ 60% AMGI
☐ 80% AMGI
☐ OI**

d. AHDP ☐

Income Status

- ☐ 50% AMGI
☐ 80% AMGI
☐ OI**

e. _____ ☐

(Name of Program)

Income Status

- ☐ _____
☐ _____
☐ OI**

** Upon recertification, household was determined over-income (OI) according to eligibility requirements of the program(s) marked above.

SIGNATURE OF OWNER/REPRESENTATIVE

Based on the representations herein and upon the proofs and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible under the provisions of Section 42 of the Internal Revenue Code, as amended, and the Land Use Restriction Agreement (if applicable), to live in a unit in this Project.

SIGNATURE OF OWNER/REPRESENTATIVE

DATE

INSTRUCTIONS FOR COMPLETING TENANT INCOME CERTIFICATION

This form is to be completed by the owner or an authorized representative.

Part I - Development Data

Check the appropriate box for Initial Certification (move-in), Recertification (annual recertification), or Other. If Other, designate the purpose of the recertification (i.e., a unit transfer, a change in household composition, or other state-required recertification).

Move-in Date	Enter the date the tenant has or will take occupancy of the unit.
Effective Date	Enter the effective date of the certification. For move-in, this should be the move-in date. For annual recertification, this effective date should be no later than one year from the effective date of the previous (re)certification.
Property Name	Enter the name of the development.
County	Enter the county (or equivalent) in which the building is located.
BIN #	Enter the Building Identification Number (BIN) assigned to the building (from IRS Form 8609).
Address	Enter the address of the building.
Unit Number	Enter the unit number.
# Bedrooms	Enter the number of bedrooms in the unit.

Part II - Household Composition

List all occupants of the unit. State each household member's relationship to the head of household by using one of the following coded definitions:

H	-	Head of Household	S	-	Spouse
A	-	Adult co-tenant	O	-	Other family member
C	-	Child	F	-	Foster child(ren)/adult(s)
L	-	Live-in caretaker	N	-	None of the above

Enter the date of birth, student status, and social security number or alien registration number for each occupant.

If there are more than 7 occupants, use an additional sheet of paper to list the remaining household members and attach it to the certification.

Part III - Annual Income

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income, including acceptable forms of verification.

From the third party verification forms obtained from each income source, enter the gross amount anticipated to be received for the twelve months from the effective date of the (re)certification. Complete a separate line for each income-earning member. List **each** respective household member number from Part II. Include anticipated income only if documentation exists verifying pending employment. If any adult states zero-income, please note "zero" in the columns of Part III.

Column (A)	Enter the annual amount of wages, salaries, tips, commissions, bonuses, and other income from employment; distributed profits and/or net income from a business.
Column (B)	Enter the annual amount of Social Security, Supplemental Security Income, pensions, military retirement, etc.
Column (C)	Enter the annual amount of income received from public assistance (i.e., TANF, general assistance, disability, etc.).

Column (D) Enter the annual amount of alimony, child support, unemployment benefits, or any other income regularly received by the household.

Row (E) Add the totals from columns (A) through (D), above. Enter this amount.

Part IV - Income from Assets

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income from assets, including acceptable forms of verification.

From the third party verification forms obtained from each asset source, list the gross amount anticipated to be received during the twelve months from the effective date of the certification. List the respective household member number from Part II and complete a separate line for each member.

Column (F) List the type of asset (i.e., checking account, savings account, etc.)

Column (G) Enter C (for current, if the family currently owns or holds the asset), or I (for imputed, if the family has disposed of the asset for less than fair market value within two years of the effective date of (re)certification).

Column (H) Enter the cash value of the respective asset.

Column (I) Enter the anticipated annual income from the asset (i.e., savings account balance multiplied by the annual interest rate).

TOTALS Add the total of Column (H) and Column (I), respectively.

If the total in Column (H) is greater than \$5,000, you must do an imputed calculation of asset income. Enter the Total Cash Value, multiply by 2% and enter the amount in (J), Imputed Income.

Row (K) Enter the greater of the total in Column (I) or (J)

Row (L) Total Annual Household Income From all Sources Add (E) and (K) and enter the total

HOUSEHOLD CERTIFICATION AND SIGNATURES

After all verifications of income and/or assets have been received and calculated, each household member age 18 or older must sign and date the Tenant Income Certification. For move-in, it is recommended that the Tenant Income Certification be signed no earlier than 5 days prior to the effective date of the certification.

Part V – Determination of Income Eligibility

Total Annual Household Income from all Sources Enter the number from item (L).

Current Income Limit per Family Size Enter the Current Move-in Income Limit for the household size.

Household income at move-in Household size at move-in For recertifications, only. Enter the household income from the move-in certification. On the adjacent line, enter the number of household members from the move-in certification.

Household Meets Income Restriction Check the appropriate box for the income restriction that the household meets according to what is required by the set-aside(s) for the project.

Current Income Limit x 140% For recertifications only. Multiply the Current Maximum Move-in Income Limit by 140% and enter the total. **140% is based on the Federal Set-Aside of 20/50 or 40/60, as elected by the owner for the property, not deeper targeting elections of 30%, 40%, 45%, 50%, etc.** Below, indicate whether the household income exceeds that total. If the Gross Annual Income at recertification is greater than 140% of the current income limit, then the available unit rule must be followed.

Part VI - Rent

Tenant Paid Rent	Enter the amount the tenant pays toward rent (not including rent assistance payments such as Section 8).
Rent Assistance	Enter the amount of rent assistance, if any.
Utility Allowance	Enter the utility allowance. If the owner pays all utilities, enter zero.
Other non-optional charges	Enter the amount of <u>non-optional</u> charges, such as mandatory garage rent, storage lockers, charges for services provided by the development, etc.
Gross Rent for Unit	Enter the total of Tenant Paid Rent plus Utility Allowance and other non-optional charges.
Maximum Rent Limit for this unit	Enter the maximum allowable gross rent for the unit.
Unit Meets Rent Restriction at	Check the appropriate rent restriction that the unit meets according to what is required by the set-aside(s) for the project.

Part VII - Student Status

If all household members are full time* students, check “yes”. If at least one household member is not a full time student, check “no”.

If “yes” is checked, the appropriate exemption must be listed in the box to the right. If none of the exemptions apply, the household is ineligible to rent the unit.

**Full time is determined by the school the student attends.*

Part VIII – Program Type

Mark the program(s) for which this household’s unit will be counted toward the property’s occupancy requirements. Under each program marked, indicate the household’s income status as established by this certification/recertification. If the property does not participate in the HOME, Tax-Exempt Bond, Affordable Housing Disposition, or other housing program, leave those sections blank.

Tax Credit	See Part V above.
HOME	If the property participates in the HOME program and the unit this household will occupy will count towards the HOME program set-asides, mark the appropriate box indicating the household’s designation.
Tax Exempt	If the property participates in the Tax Exempt Bond program, mark the appropriate box indicating the household’s designation.
AHDP	If the property participates in the Affordable Housing Disposition Program (AHDP), and this household’s unit will count towards the set-aside requirements, mark the appropriate box indicating the household’s designation.
Other	If the property participates in any other affordable housing program, complete the information as appropriate.

SIGNATURE OF OWNER/REPRESENTATIVE

It is the responsibility of the owner or the owner’s representative to sign and date this document immediately following execution by the resident(s).

The responsibility of documenting and determining eligibility (including completing and signing the Tenant Income Certification form) and ensuring such documentation is kept in the tenant file is extremely important and should be conducted by someone well trained in tax credit compliance.

These instructions should not be considered a complete guide on tax credit compliance. The responsibility for compliance with federal program regulations lies with the owner of the building(s) for which the credit is allowable.

COMMERCIAL GROUND LEASE AGREEMENT

by and between

CITY AND COUNTY OF SAN FRANCISCO

and

CCDC NEW ASIA COMMERCIAL LLC,

a California limited liability company

for

772 PACIFIC AVENUE COMMERCIAL SPACE

772 Pacific Avenue, San Francisco, CA 94133

DATED AND EXECUTED AS OF [], 2026

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THIS COMMERCIAL GROUND LEASE AGREEMENT (this “**Commercial Ground Lease**” or this “**Lease**”) is entered into as of [____], 2026 by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“**City**” or “**Landlord**”), represented by the Mayor, acting through its Real Estate Division and the Mayor’s Office of Housing and Community Development (“**MOHCD**”), and CCDC NEW ASIA COMMERCIAL LLC, a California limited liability company (“**Tenant**”). The “**Effective Date**” of this Lease is the date of recordation of the Memorandum of this Lease in the Official Records of the City and County of San Francisco.

RECITALS

A. The City is the fee owner of certain real property described in Exhibit 1 attached hereto (the “**Site**”).

B. The Site is comprised of three (3) parcels, as shown on Parcel Map [____], recorded in the Official Records of the City and County of San Francisco (“**Official Records**”) on [], 2026 as Document Number 2026 [] (the “**Parcel Map**”). Parcel 1 (Block 0161, Lot []) is the underlying land parcel. Parcel 2 ([] square feet addressed as [] Pacific Avenue, Block 0161, Lot []) will be developed and used for commercial purposes on portions of the basement, the first floor and the mezzanine level (the “**Commercial Parcel**”). Parcel 3 (addressed as [] Pacific Avenue, Block 0161, Lot []) will be used for residential purposes as 100% senior affordable housing and supporting areas, within portions of the basement, the first floor, the mezzanine and all of the second floor and upper floors up to floor 15 (the “**Residential Parcel**”).

C. Chinatown Community Development Center, a California nonprofit public benefit corporation (“**CCDC**”), was selected by the City to develop the Site, pursuant to a Multi-Site Request for Qualifications (“RFQ”) on November 20, 2020. CCDC subsequently formed New Asia Housing, L.P., a California limited partnership (“**Residential Borrower**”), to develop the Residential Parcel with 175 rental units of affordable housing for low-income senior households, including 1 manager’s unit, 44 LOSP units reserved for formerly homeless senior households, 65 SOS units serving extremely low-income seniors, 5 PLUS Housing units serving extremely low-income senior units supported by the City’s Affordable Housing Opportunity Fund (“**AHOF**”), 11 units serving low-income seniors, and 49 units serving extremely low-income senior units supported by the City’s Affordable Housing Opportunity Fund (the “**Residential Project**”). CCDC has also formed the Tenant for the purpose of operating the Commercial Parcel as public benefit or community-serving space (the “**Commercial Project**”).

D. The City and Residential Borrower are also entering into that certain Ground Lease dated on or about the date hereof (“**Residential Ground Lease**”), and that certain Memorandum of Ground Lease dated on or about the date hereof to be recorded in the Official Records, for the development, construction, and operation of the Residential Project on the Residential Parcel.

E. The Residential Borrower will complete the Residential Project in accordance with the Residential Ground Lease and all applicable requirements and, pursuant to that certain Construction Management and Cost Sharing Agreement between the Residential Borrower and Tenant dated [____], will develop and construct (up to the warm-shell improvements) the Commercial Project on behalf of the Tenant. Tenant will undertake the operation and

management of the Commercial Project, including leasing the Commercial Parcel for public benefit or community-serving purposes.

F. City is willing to lease the Commercial Parcel to Tenant for the purposes of Tenant owning, operating, and managing the Commercial Project for public benefit or community-serving uses during the Term and in accordance with the provisions of this Lease.

G. Subsequent to the date hereof, City and Tenant will execute that certain Commercial Loan Agreement (the “**MOHCD Commercial Loan Agreement**”) and corresponding commercial loan documents to reflect a portion of the MOHCD loan for the development of the Commercial Parcel (“**MOHCD Commercial Loan**”).

NOW, THEREFORE, in consideration of the mutual promises and covenants, the purposes stated in the above Recitals, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant (the “**Parties**”) hereby agree as follows:

ARTICLE 1 PREMISES; TERMS; EXTENSION OPTIONS; DEFINITIONS

1.1 Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Commercial Parcel and all appurtenances thereto (the “**Premises**”), for and in consideration of the ground rents and the covenants and agreements contained in this Lease. The Parties understand, acknowledge, and agree that as of the Effective Date of this Lease, the Premises is comprised of the Commercial Parcel, as more particularly described in Exhibit 2, together with all rights, privileges, and licenses appurtenant to such Commercial Parcel.

1.2 Term of Commercial Ground Lease; Commercial Ground Lease Effective Date. The Term of this Lease (the “**Term**”) will commence on the Effective Date and will terminate on [October 1, 2101] (the “**Termination Date**”), unless such Term is extended for an additional twenty-four (24) years, as set forth below, or earlier terminated under this Lease; provided, however, that in all circumstances, the Term of this Lease will be coterminous with the term of the Residential Ground Lease.

1.3 Notice of Extension. Provided that Tenant is not in default under the terms of this Lease or the MOHCD Commercial Loan documents beyond any notice, grace, or cure period either at the time of giving of an Extension Notice (as defined below) or on the Termination Date, not later than one hundred eighty (180) days prior to the Termination Date, Tenant may notify the Landlord in writing that it wishes to exercise its option to extend the term of this Lease (an “**Extension Notice**”). The extended term shall be for twenty-four (24) years from the Termination Date, which option Tenant may exercise only once, for a total term of not to exceed ninety-nine (99) years; provided, however, that in all circumstances, the Term of this Lease will match the term of the Residential Ground Lease. If the Term is extended pursuant to this Section, all references in this Lease to the “**Term**” will mean the Term as extended by this extension period.

1.4 Definitions and Exhibits.

(a) Capitalized Terms. All capitalized terms used herein have the meanings given them when first defined or as set forth in this Section 1.4, unless the context clearly requires otherwise. Whenever an Attachment is referenced, it means an attachment to this Lease unless otherwise specifically identified. Whenever a section, article, or paragraph is referenced, it is a reference to this Lease unless otherwise specifically referenced.

“Additional Ground Rent” means all sums (other than Ground Rent) that may be or become payable by Tenant to Landlord under this Lease.

“Annual Statement” is defined in Section 2.2(b).

“Base Rent” is defined in Section 2.1(b).

“Business Day” means a day in which normal business is transacted. Generally, Monday through Friday but not weekends or holidays.

“City” means the City and County of San Francisco, a municipal corporation.

“CNA” means a 20-year capital needs assessment or analysis of replacement reserve requirements.

“Commercial Expenses” mean all operating expenses or other costs attributable to Tenant's operation and management of the Improvements, including property taxes, assessments, insurance, business taxes, utility services, leasing fees or commissions, auditing, commercial property and asset management fees, operating reserves, replacement reserves (if applicable), any other reserves as permitted pursuant to Section 7.4 below, expenditures for tenant improvement allowances as permitted under the terms of the Loan Agreement (if applicable), income taxes and any other taxes on the proceeds of the operations, payments made pursuant to this Lease other than Base Rent, required payments of interest and principal on any financing secured by the Commercial Parcel that has been approved by the City, and any other imposition, costs or reserves related to the ownership, operation, and maintenance of the Improvements that Tenant is responsible to pay, including, but not limited to, costs and expenses incurred in connection with the REA, provided that such expenses are commercially reasonable and approved by the Landlord (which shall not be unreasonably withheld, delayed or conditioned).

“Commercial Income” means any and all retail/commercial rental income, pass-throughs, subtenant charges, subtenant reimbursements to Tenant under all leases and subleases of its interests in the Commercial Parcel, real estate tax rebates or refunds, and insurance proceeds received by or for the account of Tenant for renting/leasing/letting of retail/commercial spaces on the Commercial Parcel.

“Commercial Ground Lease” means this Lease.

“Commercial Parcel” has the meaning set forth in Recital B.

“Condemnation” means the taking of all or any part of any property or the possession thereof under the power of eminent domain or voluntary sale of all or any part of any property to any person having the power of eminent domain, provided that the property or such part thereof is then under the threat of condemnation.

“Condemnation Date” means the earlier of: (a) the date when possession of the condemned property is taken by the condemning authority; or (b) the date when title to the condemned property (or any part thereof) vests in the condemning authority.

“Effective Date” is defined in the first sentences of this Lease.

“Event of Default” is defined in Section 17.1.

“Extension Notice” is defined in Section 1.3.

“First Mortgage Lender” means the entity holding the first Mortgage on Tenant’s leasehold estate in the Commercial Parcel and approved by the City, if any.

“Force Majeure” means events which result in delays in a party's performance of its obligations hereunder due to causes beyond such party's control, including, but not restricted to, acts of God or of the public enemy, acts of the government, terrorist actions, acts of the other 59 party, fires, floods, strikes, freight embargoes, delays of subcontractors and unusually severe weather and, in the case of Tenant, any delay resulting from a defect in Landlord's title to the Premises. Force Majeure does not include failure to obtain financing or to have adequate funds.

“Ground Rent” is defined in Section 2.1(a).

“Hazardous Material” shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health, welfare or safety or to the environment. Hazardous Material includes, without limitation, any material or substance defined as a “hazardous substance,” or “pollutant” or “contaminant” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“**CERCLA**”, also commonly known as the “Superfund” law), as amended, (42 U.S.C. Section 9601 et seq.) or pursuant to Section 25316 of the California Health & Safety Code; any “hazardous waste” listed pursuant to Section 25140 of the California Health & Safety Code; and petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids.

“Hazardous Materials Claims” means any and all enforcement, cleanup, removal, remedial or other governmental or regulatory actions, agreements or orders threatened, instituted or completed pursuant to any Hazardous Materials Laws, together with any and all claims made or threatened by any third party against Landlord, Tenant or the Premises relating to damage, contribution, cost recovery compensation, loss or injury resulting from the presence, release or discharge of any Hazardous Materials.

“Hazardous Materials Laws” (or Environmental Law) means any federal, state or local laws, ordinances or regulations relating to the environment, health and safety, any Hazardous Materials (including, without limitation, the use, handling, transportation, production, disposal, discharge or storage thereof) or to industrial hygiene or the environmental conditions on, under or about the Premises, including, without limitation, soil, groundwater and indoor and ambient air conditions.

“Impositions” is defined in Section 3.1.

“Improvements” means all buildings (or portions thereof), structures and anything else erected, built, placed, installed or constructed upon or within the Premises (exclusive of personal property, and furniture, fixtures and equipment), whether existing at the date hereof or hereafter constructed.

“Index” means the Consumer Price Index for All Urban Consumers (base years 1982-1984 =100) for the San Francisco-Oakland-San Jose area, published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is modified during the Term, the modified Index shall be used in place of the Index. If compilation or publication of the Index is discontinued during the Term, the City shall select another similar published index, generally reflective of increases in the cost of living, subject to Tenant's approval, which shall not be unreasonably withheld or delayed, in order to obtain substantially the same result as would be obtained if the Index had not been discontinued.

“Indexed” means, whenever any amount is referred to in this Lease as being “Indexed,” that such amount or amounts shall be adjusted on the anniversary date of this Lease or where applicable the anniversary date of the completion of the Improvements, using the Index as a mutually determined index by the Parties for such adjustment.

“Landlord” is defined in the introductory paragraph hereof.

“Laws and Ordinances” or “Laws or Ordinances” shall mean all present and future applicable laws, ordinances, rules, regulations, permits, authorizations, orders and requirements, including, without limitation, all consents or approvals required to be obtained from, and all rules and regulations of, and all building and zoning laws of, all federal, state, county and municipal governments, or the departments, bureaus, agencies or commissions thereof, authorities, board of officers, any national or local board of fire underwriters, or any other body or bodies exercising similar functions, having or acquiring jurisdiction of, or which may affect or be applicable to the Premises or any part thereof, including, without limitation, any vault space, sidewalks, curbs or alleyways, use thereof and the buildings and Improvements thereon, and similarly the phrase “Law and Ordinance” shall be construed to mean the same as the above in the singular as well as the plural.

“Lease Year” means the time interval between the Effective Date and the December 31st of that year, and thereafter, each succeeding twelve-month calendar year

“MOHCD Commercial Loan” is defined in Recital G.

“MOHCD Commercial Loan Agreement” is defined in Recital G.

“Mortgage” means any mortgage, deed of trust, trust indenture, letter of credit or other security instrument, and any assignment of the rents, issues and profits from the Premises, or any portion thereof, which constitute a lien on the leasehold estate created by this Lease.

“Mortgagee” means the holder of a Mortgage.

“Net Commercial Cash Flow” means Commercial Income minus Commercial Expenses for a given period.

“Occupant” or “Occupants” means any Commercial Parcel subtenant, licensees, concessionaire, or other person, firm or entity entitled to use and occupy any area within the Premises under Tenant.

“Percentage Rent” means forty percent (40%) of annual Net Commercial Cash Flow.

“Permitted Exceptions” means liens in favor of the Landlord, real property taxes and assessments that are not delinquent, any leasehold liens created pursuant to Section 35.2(a), and any other liens and encumbrances the Landlord expressly approves in writing.

“Permitted Transferee” means a transferee or proposed transferee, with whom Landlord is not otherwise prevented by law or adopted policy of Landlord from transacting business or entering into contract, possessing the experience, qualifications and financial resources necessary for the proper performance of Tenant's obligations under this Lease in a manner consistent with the operational quality and character and requirements for economic viability of the Premises and business practices of Tenant as applied to Tenant's operation of the Premises (collectively, “**Transferee Criteria**”), as determined by Landlord, in its reasonable judgment; provided

however, that if the Premises are owned by a party other than Landlord or other governmental entity and there shall exist a dispute between Tenant and Landlord as to whether a proposed transferee constitutes a Permitted Transferee, such dispute shall be resolved by a court of competent jurisdiction provided, however, in any such proceeding Landlord shall have burden of proof in establishing that the proposed transferee does not meet the Transferee Criteria.

“Personal Property” means all fixtures, furniture, furnishings, equipment, machinery, supplies, software and other personalty that is incident to the ownership, development or operation of the Improvements and/or the Premises, whether now or hereafter located in, upon or about the Premises, belonging to Tenant and/or in which Tenant has or may hereafter acquire an ownership interest, together with all present and future attachments, accessions, replacements, substitutions and additions thereto or therefor.

“Premises” is defined in Section 1.1.

“Prime Rate” as reported by the Wall Street Journal’s bank survey.

“Public Benefit Use” is a land use, typically programs or services, that primarily benefits low-income persons, is implemented by one or more 501(c)(3) public benefit corporations, and has been identified by the City or community as a priority use.

“REA” is defined as that certain [Declaration Establishing Reciprocal Easements and Covenants Running with the Land for the Mixed-Use Development Located at 772 Pacific Avenue, San Francisco, California, dated as of [], and recorded in the Official Records on [], under Document Number [], as may be amended from time to time.]

“Residential Project” is defined in Recital C.

“Significant Change” means voluntary or involuntary sale, assignment, conveyance, lease, trust or power, or transfer in any other form with respect to this Lease or any portion of or interest in the Premises, or any contract or agreement to do any of the same (except for contracts and agreements referred to in this Lease).

“Space Sublease” means any lease, sublease, license, concession or other agreement by which any Tenant leases, subleases, demises, licenses or otherwise grants to any person, firm or corporation, in conformity with the provisions of this Lease, the right to occupy portions of the Premises to the exclusion of others.

“Space Subtenant” means any person, firm or corporation, including its agents, subtenants, assignees, licensees, and concessionaires, that leases, occupies or has the right to occupy under and by virtue of a Space Sublease or otherwise occupies and/or conducts any operation of any kind in the Commercial Project.

“Tenant” is defined in the introductory paragraph hereof.

“Term” means the term commencing as of the Effective Date and ending upon the expiration or termination of the Term.

“Termination Date” is defined in Section 1.2.

“Transferee Criteria” is defined in the definition of Permitted Transferee.

(b) Exhibits to this Lease. Whenever an “Exhibit” is referenced, it means an

attachment to this Lease unless otherwise specifically identified. All such Exhibits are incorporated herein. Whenever an article, section, subsection, or paragraph is referenced, it is a reference to this Lease unless otherwise specifically referenced.

ARTICLE 2 RENT AND FINANCIAL ACCOUNTING

2.1 Ground Rent During Term.

(a) Payment of Ground Rent. Tenant shall pay the City per lease year (i) Base Rent, as defined in Section 2.1(b), and (ii) if applicable, Percentage Rent, as defined in Section 2.2(a), without offset of any kind and without necessity of demand, notice or invoice from the City (together, **“Ground Rent”**).

(b) Base Rent. **“Base Rent”** means, One and No/100 Dollars (\$1.00) in any given Lease Year. Base Rent shall be due and payable in arrears on January 31st of each Lease Year, provided, however, that at Tenant’s election, Tenant may prepay the cumulative Base Rent for the entire Term in one lump sum in the first Lease Year.

2.2 Percentage Rent. After full repayment of the MOHCD Commercial Loan, Tenant will pay to City the Percentage Rent, if any, in addition to the Base Rent under Section 2.1.

(a) Annual Statements.

(i) On or before May 30th immediately following each anniversary of the Effective Date, Tenant will deliver a complete statement (each, an **“Annual Statement”**) showing the computation of the Commercial Parcel for the immediately preceding Lease Year in a form approved by City. Each Annual Statement must show in reasonable detail (i) the Commercial Income for the immediately preceding Lease Year, including an itemized list of any and all deductions or exclusions from Commercial Income that Tenant may claim and that are expressly permitted under this Commercial Ground Lease, (ii) the Commercial Expenses for the immediately preceding Lease Year, and (iii) a computation of the Percentage Rent for the immediately preceding Lease Year. Each Annual Statement must be certified as accurate, complete, and current by an independent certified public accounting firm acceptable to MOHCD or the City’s Director of Property in his or her sole discretion. Tenant may coordinate with Sponsors to submit a joint annual statement that combines the Annual Statement with Sponsors’ Annual Monitoring Report.

(ii) If Tenant fails to deliver any Annual Statement within the time period set forth in this subsection (regardless of whether any Percentage Rent is actually paid or due to City for the preceding Lease Year) and that failure continues for three (3) days after the date Tenant receives (or refuses receipt of) written notice of the failure from the City, the City will have the right, among its other remedies under this Commercial Ground Lease, to employ a certified public accountant to make an examination of Tenant's Books and Records (and the Books and Records of any other occupant of the Commercial Parcel) as may be necessary to certify the amount of the Commercial Income and Commercial Expenses for the period in question. The certification will be binding upon Tenant and Tenant will promptly pay to the City the total reasonable cost of the examination and the City’s other reasonable costs (including attorneys' fees) in exercising its examination rights, together with the full amount of Percentage Rent due and payable for the period in question. Tenant acknowledges that the late submittal of any Annual Statement will cause the City increased costs not contemplated by this Commercial Ground Lease, the exact amount of which will be extremely difficult to ascertain. The parties agree that the charges set forth in this Section represent a fair and reasonable estimate of the cost that City will incur by reason of Tenant's lateness, but the City’s acceptance of any such amount

will not limit the City's rights or remedies under this Commercial Ground Lease for Tenant's failure to perform its obligations under this Section.

(b) Payments of Percentage Rent.

(i) After full repayment of the MOHCD Commercial Loan, by no later than June 30 immediately following each anniversary of the date the MOHCD Commercial Loan is fully repaid, Tenant will pay to the City, in addition to the Base Rent payable by Tenant, the Percentage Rent for the Lease Year immediately preceding such payment date. Notwithstanding anything to the contrary in the foregoing sentence, if this Commercial Ground Lease terminates before the anniversary of the Effective Date, then Tenant will pay to the City a final payment of Percentage Rent on or before the sixtieth (60th) day immediately following such termination, which payment shall be in an amount equal to forty percent (40%) of the Net Commercial Cash Flow for the period (i) between the last anniversary of the Effective Date before such termination date and (ii) the termination of this Commercial Ground Lease.

(ii) The City's acceptance of any sums paid by Tenant as Percentage Rent as shown by the applicable Annual Statement will not be an admission of the accuracy of the Annual Statement or the amount of the Percentage Rent payment. The City's receipt of a portion of Percentage Rent will be deemed strictly as rental and nothing in this Commercial Ground Lease will be construed to create the legal relation of a partnership or joint venture between the City and Tenant.

(iii) Tenant will maintain adequate accounting systems and controls reasonably satisfactory to Landlord to ensure that Commercial Income collected and all Commercial Expenses incurred are properly accounted for and recorded on a cash basis.

(iv) Any provision to the contrary notwithstanding, it will be a material breach of this Lease if, at any time, Tenant takes any action or enters into any arrangement or agreement with any subtenant of any portion of the Commercial Parcel, or Tenant's employees, creditors, officers or any other person which arrangement or agreement is intended to understate or to conceal Tenant's Percentage Rent under this Lease.

(v) Notwithstanding anything to the contrary contained herein, for purposes of calculating the Percentage Rent, Landlord and Tenant agree that Tenant shall be allowed to recoup in future years its Commercial Expenses for the Commercial Project to the extent Net Commercial Income is negative in any year. In the event Tenant's Commercial Expenses exceed Tenant's Commercial Income in any given year (a "**Rental Shortfall**"), the calculation of Net Commercial Income in any following year shall be reduced by any Rental Shortfall accumulated from prior years until all prior Commercial Expenses have been recovered by Tenant.

(c) Books and Records; Audit.

(i) "Books and Records" means all of Tenant's books, records, and accounting reports or statements relating to the business at or use of the Commercial Parcel, this Commercial Ground Lease, the Improvements, any alterations, and the operation and maintenance of the Commercial Parcel, including, without limitation, cash journals, rent rolls, general ledgers, income statements, bank statements, income tax schedules relating to the business in or use of the Commercial Parcel, and any other bookkeeping documents Tenant utilizes in its business operations for the Commercial Parcel. Tenant must maintain a separate set of accounts to allow a determination of all Commercial Expenses, all Commercial Income generated directly from the Commercial Parcel, and all exclusions therefrom.

(ii) Tenant agrees that the business conducted in the Commercial Parcel will be operated with a non-resettable register and so that a duplicate dated sales slip or such other recording method reasonably acceptable to the City is issued with each sale, whether for cash, credit, or exchange. Furthermore, Tenant will keep (and will cause its agents, subtenants, assignees, licensees, and concessionaires, or otherwise to keep) at the Commercial Parcel, at all times between the Effective Date and the expiration or earlier termination of this Commercial Ground Lease, complete and accurate Books and Records that contain all information required to permit the City to verify Commercial Income, deductions and exclusions therefrom, and Commercial Expenses that are in accordance with this Commercial Ground Lease and with generally accepted accounting practices consistently applied from period to period with respect to all operations of the business to be conducted in or from the Commercial Parcel. Tenant will retain (and will cause its agents, subtenants, assignees, licensees, and concessionaires, or otherwise to retain) such Books and Records for a period (the “**Audit Period**”) that is the later of (1) four (4) years after the end of each Lease Year (or portion thereof) to which such Books and Records apply or, (2) if an audit is commenced or if a controversy arises between the parties regarding the Percentage Rent payable, until such audit or controversy is terminated.

(iii) Tenant will make its Books and Records available to the City, any City auditor, or any auditor or representative designated by the City (each referred to in this subsection as “**City’s Audit Representative**”), on no less than fifteen (15) business days’ prior written notice to Tenant, for the purpose of examining said Books and Records to determine the accuracy of Tenant’s reporting of Percentage Rent for a period not to exceed the Audit Period after an Annual Statement is delivered to the City. Tenant will cooperate with the City’s Audit Representative during the course of any audit, provided however, such audit will occur at Tenant’s business office, or at such other location in San Francisco where the Books and Records are kept, and no books or records may be removed by City’s Audit Representative without the prior express written consent of Tenant (but copies may be made by City’s Audit Representative on site), and once commenced, with Tenant’s cooperation, the audit will be diligently pursued to completion by the City within a reasonable time, so long as that Tenant makes available to the City’s Audit Representative all the relevant Books and Records in a timely manner. If an audit is made of the Books and Records and the City claims that errors or omissions have occurred, the Books and Records will be retained by Tenant and made available to the City’s Audit Representative until those matters are expeditiously resolved with Tenant’s cooperation. If Tenant operates the Commercial Parcel through one or more subtenants or agents or otherwise, Tenant will require each such subtenant or agent or other party to provide the City with the copy of this audit right. Upon completion of the audit, the City will promptly deliver a copy of the audit report to Tenant.

(iv) If an audit reveals that Tenant has understated its Net Commercial Cash Flow for the applicable audit period, Tenant will pay the City, promptly upon demand, the difference between the Percentage Rent payment Tenant has paid and the Percentage Rent payment it should have paid to the City, plus, if the difference is a material amount and if required by the City, interest from the date of the error in the payment equal to ten percent (10%) per year or, if a higher rate is legally permissible, the highest rate an individual is permitted to charge under applicable law, if the City elects to charge such interest. If an audit reveals that Tenant has overstated its Net Commercial Cash Flow for the applicable audit period, Tenant shall be entitled to a credit equal to the difference between the amount Tenant has paid and the amount it should have paid to City against the next installment of Percentage Rent owed by Tenant. If Tenant understates the Net Commercial Cash Flow for any audit period by three percent (3%) or more, Tenant will pay the reasonable cost of the audit. A second understatement of three percent (3%) or more within any three (3) Lease Year period will be a material default of this Commercial Ground Lease.

(d) Tenant's Compliance with City Business and Tax and Regulations Code. Tenant 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 Tenant under this Commercial Ground Lease is withheld, then City will not be in breach or default under this Lease, and the Treasurer and Tax Collector will authorize release of any payments withheld under this paragraph to Tenant, without interest, late fees, penalties, or other charges, upon Tenant coming back into compliance with its San Francisco Business and Tax Regulations Code obligations.

2.3 Triple Net Lease. This Lease is a "triple net lease," and it means Tenant shall pay for all taxes, maintenance and other costs, charges, impositions and obligations attributed to the Commercial Parcel, Improvements located in the Commercial Parcel, and its leasehold interest under this Lease ("**Carrying Costs**"). If Landlord pays any Carrying Costs, whether to cure a default or otherwise protect its interests hereunder, and provided Landlord has provided Tenant with notice and an opportunity to cure, as required below in this Section 2.3, Tenant shall reimburse Landlord the Carrying Costs as Additional Ground Rent on the next Ground Rent payment date. Tenant is responsible for all of Tenant's expenses, and Landlord shall be indemnified against all liabilities and expenses arising from the development and operation of the Commercial Parcel, except those arising from Landlord's gross negligence or willful misconduct. Landlord shall not pay any Carrying Costs without providing at least fifteen (15) days prior written notice to Tenant unless for immediate safety reasons or to prevent cancellation of required insurance policies or to avoid the imposition of penalties if earlier payment is required, and in such instances Landlord shall provide written notice to Tenant as soon as possible.

ARTICLE 3 PAYMENT OF IMPOSITIONS

3.1 Taxes

(a) Tenant's Covenant to Pay Impositions. Subject to any available exemptions to Tenant, Tenant covenants and agrees to pay, before delinquency and before any fine, penalty, interest or cost may be added thereto for the nonpayment thereof, all Impositions which are or may have been or shall be assessed, levied, confirmed, imposed or become a lien upon the Commercial Parcel or any part thereof that become payable until the later of (i) the last day of the Term, or (ii) the last day Tenant has possession of the Commercial Parcel. If any applicable law, code, regulation or rule permits Tenant to pay any such Imposition in installments, Tenant may pay the same (and any accrued interest thereon) in installments prior to delinquency and before any fine, penalty, interest or cost may be added thereto for the nonpayment thereof. As used herein, "**Impositions**" means all taxes and all transit taxes, possessory interest taxes associated with the Commercial Parcel and assessments (including, without limitation, all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof and whether or not to be completed within the Term of this Lease), taxes assessed by any governmental authority by virtue of any operations by Tenant conducted in on or out of the Commercial Parcel and the Improvements located thereon, fees, water, sewer or similar rents, rates and charges, excises, levies, vault license fees or rentals, license fees, permit fees, inspection fees and other authorization fees and other governmental charges of any kind or nature whatsoever, whether general or special, ordinary or extraordinary, foreseen or unforeseen, or hereinafter levied or assessed in lieu of or in substitution of any of the foregoing of every character, except as expressly stated herein to the contrary (including all interest and penalties thereon), which at any time during or in respect of the period to the later of (i) the last day of the Term, or (ii) the later of the last day Tenant (a) is in or (b) has a right to possession of the Commercial Parcel, may be assessed, levied, confirmed or imposed on or in respect of or be a

lien upon the Commercial Parcel, any buildings or Improvements which are now or hereafter located thereon, any Personal Property now or hereafter located thereon, on the leasehold estates created hereby or which may be imposed upon any taxable interest of Tenant acquired pursuant to this Lease or on account of any taxable possessory right which Tenant may have acquired pursuant to this Lease, or any part thereof. Tenant must pay or reimburse Landlord, as the case may be, for any fine, penalty, interest or cost which may be added by the collecting authority for the late payment or nonpayment of any Imposition required to be paid by Tenant hereunder. All Impositions imposed for the tax years in which Tenant vacates the Commercial Parcel will be apportioned and prorated between Tenant and Landlord. Upon demand made from time to time by Landlord, Tenant will furnish to Landlord for inspection, immediately upon receipt thereof, official receipts of the appropriate taxing authority, or other proof satisfactory to Landlord evidencing the payment of such Imposition.

(b) Landlord's Right to Pay. Unless Tenant is exercising its right to contest under and in accordance with the provisions of Article 4, if Tenant fails to pay and discharge any amounts payable pursuant to this Article 3 Landlord, at its option, may (but is not obligated to) pay or discharge the same; and the amount paid by Landlord and the amount of all costs, expenses, interest and penalties connected therewith, including attorneys' fees, together with interest at an interest rate equal to the lesser of: (a) ten percent (10%); or (b) the maximum lawful rate of interest accruing from the date of such payment, shall be deemed to be and shall be payable by Tenant as Additional Ground Rent and must be reimbursed to Landlord by Tenant on demand.

3.2 Taxes, Assessments, Licenses, Permit Fees and Liens

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

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

(c) Tenant agrees not to allow or suffer a lien for any such taxes to be imposed upon the Premises or upon any equipment or property located thereon without promptly discharging the same, provided that Tenant, if so desiring, may have reasonable opportunity to contest the validity of the same pursuant to Article 4, below.

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

ARTICLE 4 CONTESTS

4.1 Contests. Tenant has the right, after not more than ninety (90) days nor less than ten (10) business days prior written notice to Landlord, to contest the amount or validity of any Imposition, Law or Ordinance, and/or lien by appropriate proceedings promptly initiated and conducted in good faith and with due diligence, at its sole cost and expense; provided, that (i)

Landlord shall have determined reasonably that neither the Premises, nor any part thereof or interest therein, will be in danger of being sold, forfeited, terminated, canceled or lost, (ii) Tenant shall have furnished such security as may be required in such proceedings or as may from time to time be reasonably requested by Landlord, and (iii) Landlord shall have determined reasonably that Landlord shall not be in danger of being subjected to fines, penalties or criminal liability as a result of such contest. Tenant shall not be required to pay any Imposition or lien being so contested during the pendency of any such proceedings unless payment is required by the court, quasi-judicial body or administrative agency conducting such proceedings. Before any fine, interest, penalty or cost may be added thereto for nonpayment. Tenant must pay and discharge the amounts involved in or affected by such contest, together with any penalties, fines, interest, costs and expenses that may have accrued thereon or that may result from any such contest by Tenant. After such payment and discharge by Tenant, Landlord will promptly return to Tenant the unused portion of such security as Landlord received in connection with such contest, without interest. if Landlord is a necessary party with respect to any such contest, or if any law now or hereafter in effect requires that such proceedings be brought by and/or in the name of Landlord or any owner of the Premises, Landlord, at the request of Tenant and at Tenant's sole cost and expense and with counsel selected and engaged by Tenant, subject to Landlord's reasonable approval, shall join in or initiate, as the case may be, any such proceeding. Landlord, at its own expense and at its sole option, may elect to join in any such proceeding whether or not any law now or hereafter in effect requires that such proceedings be brought by and/or in the name of Landlord or any owner of the Premises. Neither Landlord nor the Premises may be subjected to any liability for the payment of any fines, penalties, costs, fees, including attorneys' fees, or expenses in connection with any such proceeding, and Tenant covenants to indemnify, defend and hold harmless Landlord and the Premises from any such fines, penalties, costs, fees or expenses.

4.2 Contesting Impositions. At its own cost and after notice to Tenant of its intention to do so, by appropriate proceedings conducted in good faith and with due diligence, Landlord may but in no event shall be obligated to contest the validity, applicability and/or the amount of any Impositions. Landlord in so contesting any Imposition, shall hold all other parties harmless from and against any loss, cost or damage they suffer by reason of such contest. Nothing in this Section requires Landlord to pay any Impositions as long as it contests the validity, applicability or the amount thereof in good faith and so long as it does not allow the portion of the Premises affected thereby to be forfeited to the imposer of such Impositions as a result of its nonpayment. Landlord must give notice to all other parties within a reasonable period of time of the commencement of any such contest and of the final determination of such contest.

ARTICLE 5 INSURANCE

5.1 Insurance Requirements for Tenant. Tenant must procure and maintain, or cause to be procured and maintained, insurance against claims for injuries to persons or damages to property or the Improvements on the Commercial Parcel which may arise from or in connection with Tenant's operation and use of the Commercial Parcel until the termination of the Commercial Ground Lease.

5.2 Minimum Scope. In order to satisfy the foregoing requirements, coverage must be at least as broad as:

(a) Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).

(b) Insurance Services Office Automobile Liability coverage, code 1 (form number CA 00 01) (any auto).

(c) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(d) Professional Liability. During the course of any construction within the Premises, Professional Liability Insurance covering all negligent acts, errors and omissions by all architectural and engineering professional consultants. Tenant must provide the City with copies of consultants' insurance certificates showing such coverage.

(e) Property Insurance. Property Insurance against all risks of direct physical loss to the Commercial Parcel and the Improvements, excluding earthquake or flood, during the course of construction. This insurance requirement may be met by obtaining the physical loss insurance required under the REA.

5.3 Minimum Limits. Tenant must maintain limits for the foregoing coverage of no less than:

(a) General Liability: Commercial general liability insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for bodily injury and property damage, including contractual liability, independent contractors, broad-form property damage, fire damage legal liability (of not less than Fifty Thousand Dollars (\$50,000), personal injury, products and completed operations, and explosion, collapse, and underground (XCU).

(b) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(c) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the State of California and Employer's Liability limits of \$1,000,000 for bodily injury by accident and \$1,000,000 per person and in the annual aggregate for bodily injury by disease.

(d) Professional Liability: \$1,000,000 per claim and in the annual aggregate covering all negligent acts, errors and omissions of all design/engineering consultants, including architects, engineers and surveyors. If the design/engineering consultants' Professional Liability Insurance is "claims made" coverage, these minimum limits shall be maintained by the design/engineering consultants for no less than three (3) years beyond completion of construction.

(e) Property Insurance:

1. Ongoing:

i. Property insurance, excluding earthquake and flood, in the amount no less than One Hundred Percent (100%) of the then-current replacement value of all Improvements and City property in the care, custody, and control of Tenant or its contractor. Tenant must obtain Property Insurance by the Effective Date.

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

2. As applicable, during the course of any Tenant improvements:

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

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

3. Upon completion of Tenant improvements: Following completion of construction, Full Replacement Value of the Improvements with no coinsurance penalty provision.

Insurance of Others. To the extent Tenant requires liability insurance policies to be maintained by Subtenants, contractors, subcontractors or others in connection with their use or occupancy of, or their activities in, on, under, around, or about the Premises, Tenant will require that such policies be endorsed to include the **CITY AND COUNTY OF SAN FRANCISCO, MOHCD, AND THE SAN FRANCISCO PORT COMMISSION AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS** as additional insureds. Unless City determines that the particular activity presents exposure that warrants increased coverage, notwithstanding the foregoing, Tenant will require all contractors and sub-contractors performing work in, on, under, around, or about the Premises and all operators and Subtenants of any portion of the Premises to carry the following coverages: (i) commercial general liability with limits of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual general aggregate, (ii) workers' compensation in amounts required by law, (iii) employer's liability coverage in an amount not less than One Million Dollars (\$1,000,000) per accident, per employee and policy limit for injury by disease, covering all employees employed at the Premises, (iv) automobile insurance in an amount not less than \$1,000,000 combined single limit covering use of owned, non-owned or hired vehicles utilized in the performance of work in, on, under, around, or about the Premises.

5.4 Other Insurance Provisions

(a) Additional Insured Endorsement. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions: the Landlord and its officers, agents, employees and Supervisors are to be covered as additional insureds as respects: liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Tenant; and liability arising out of work or operations performed by or on behalf of Tenant.

(b) Primacy of Tenant's Insurance. For any claims related to the Commercial Parcel during the Term, Tenant's insurance coverage must be primary insurance as respects the Landlord and its, officers, agents, employees and Supervisors. Any insurance or self-insurance maintained by Landlord, and its Supervisors, officers, agents or employees must be in excess of Tenant's insurance and shall not contribute with it.

(c) Insured Not Affected by Failure to Report. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Landlord and its Supervisors, officers, agents or employees.

(d) Written Notice Required to Effect Changes. Each insurance policy required by this Article 5 must be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to the Landlord.

5.5 Acceptability of Insurers. Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A:VII, unless otherwise approved by the City.

5.6 Verification of Coverage. Tenant must furnish City with certificates of insurance and with original endorsements effecting coverage required by this Article 5. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City. All certificates and endorsements are to be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

5.7 Contractors. Tenant must include any and all contractors with which it contracts directly as insureds under its policies or, upon request, must furnish separate certificates and endorsements for each contractor's coverage. All such coverage shall be subject to the requirements stated herein, unless otherwise approved by Landlord.

5.8 Assignment of Policies. Upon the termination or expiration of the Term, Landlord may require Tenant to assign to it all policies of insurance to be maintained by Tenant hereunder; provided, however, that all such policies that are not assignable by their terms and all such policies that would require the consent of any insurer, which consent is not obtained by Tenant in a timely manner, shall be canceled and all refunds of premiums with respect to all of such policies shall immediately be paid to Landlord. In the event of an assignment of any such policy, the premium will be prorated between Landlord and Tenant as of the date of such termination or expiration. In the event that an assignment is not required as to any policy or, in the case of a blanket policy, if coverage is terminated, any premium refund will be payable to Tenant.

5.9 Landlord Entitled to Participate. Except for the rights of Lenders, Landlord shall be entitled to participate in and consent to any settlement, compromise or agreement with respect to any claim for any loss in excess of Five Hundred Thousand Dollars (\$500,000) (as Indexed) covered by the insurance required to be carried hereunder; provided, however, that (i) Landlord's consent shall not be unreasonably withheld, and (ii) no consent of Landlord shall be required in connection with any such settlement, compromise or agreement concerning damage to all or any portion of the Premises if Tenant shall have agreed to commence and complete restoration of the Premises in accordance with this Lease.

5.10 Release and Waiver of Subrogation. Each party hereby waives all rights of recovery and causes of action, and releases each of the other parties from any liability, losses and damages occasioned to the property of each such party, which losses and damages are of the type covered under the policies required by this Section to the extent that said loss is reimbursed by an insurer.

ARTICLE 6 LANDLORD'S RIGHT TO PERFORM TENANT'S COVENANTS

6.1 Landlord May Perform in Emergency. Without limiting any other provision in this Lease, and in addition to all other remedies available to Landlord hereunder and/or at law or in equity, and without waiving any alternative rights or remedies, including, without limitation, the right to declare Tenant to be in default of its obligations under this Lease, Tenant covenants and agrees that upon any failure by Tenant to pay any obligation and/or perform any act, covenant, term, condition or agreement required to be paid or performed by Tenant hereunder within the time provided herein for such payment and/or performance, which failure shall give rise to an emergency, as reasonably determined by Landlord, after using reasonable efforts to notify Tenant of Landlord's intent, Landlord may, but shall not be obligated to, pay any such obligation and/or perform any such act, covenant, term, condition or agreement required to be paid or performed by Tenant hereunder for and on behalf of Tenant.

6.2 Landlord May Perform Following Tenant's Failure to Perform. Without limiting any other provision in this Lease, but subject to the provisions of Article 35, and in addition to all other remedies available to Landlord hereunder and/or at law or in equity, and without waiving any alternative rights or remedies, including, without limitation, the right to declare Tenant to be in default of its obligations under this Lease, Tenant covenants and agrees that if Tenant at any time fails to perform any act, covenant, term, condition or agreement on Tenant's part to be performed under this Lease, which failure to perform, in all cases other than as described in Article 6, continues for thirty (30) days after written notice from Landlord; then, Landlord may, but shall not be obligated to, perform any such act, covenant, term, condition or agreement for and on behalf of Tenant. If Landlord believes that Tenant has failed to perform an obligation set forth in this Lease, then before performing such obligation, Landlord shall give Tenant as much notice as reasonably possible.

6.3 Tenant's Obligation to Reimburse Landlord. If, pursuant to the provisions of Sections 6.1 and 6.2, Landlord shall pay and/or perform any obligation required to be paid or performed by Tenant hereunder, Tenant shall reimburse Landlord immediately upon demand for all sums so paid by Landlord, including, without limitation, all costs and expenses and reasonable attorney fees, incurred by Landlord in connection with the performance of any such obligation by Landlord, regardless of which party actually completes the same, together with interest from the date Landlord incurs the cost or expense until paid at a per annum rate equal to the sum of the Prime Rate plus 5%, which rate shall be reduced to the extent that it exceeds the maximum rate permissible by applicable law.

ARTICLE 7 COVENANTS AGAINST WASTE AND TO REPAIR AND MAINTAIN PREMISES

7.1 No Waste. Subject to the applicable provisions of this Lease, Tenant covenants not to do or suffer any waste or damage, disfigurement or injury to the Premises.

7.2 Repair. Under no circumstances shall Landlord be obligated to make repairs or replacements of any kind or to maintain all or any portion of the Commercial Parcel, the Improvements on the Commercial Parcel or any portion thereof, as part of the consideration for rental, and Tenant hereby expressly waives all right to make repairs at Landlord's expense under Sections 1941 and 1942 of the California Civil Code, as either or both may from time to time be amended, replaced, or restated. Tenant covenants, throughout the Term, at Tenant's sole cost and expense, to repair and maintain the Commercial Parcel and all buildings and Improvements now or at any time erected on the Commercial Parcel including all Personal Property within the Commercial Parcel owned by Tenant, in good and clean order, condition and repair, as may be necessary to maintain the same in first- class condition and in compliance with all applicable laws and governmental regulations, and promptly, at Tenant's own cost and expense, to make or cause others to make all necessary or appropriate capital and operating repairs, renewals and replacements, whether structural or non- structural, interior or exterior, ordinary or extraordinary,

foreseen or unforeseen, reasonable wear and tear excepted, to the extent that the same is consistent with maintenance of the Commercial Parcel in a first-class condition, with materials, apparatus and facilities as originally installed and approved by Landlord under this Lease, or, if not originally subject to Landlord approval or not available, with materials, apparatus and facilities of quality at least equal in quality, appearance and durability of the materials, apparatus and facilities repaired, replaced or maintained. All such repairs and replacements made by Tenant shall be at least equivalent in quality, appearance, and durability to and in all respects consistent with the original work.

7.3 Reserved.

7.4 Other Reserve Requirements. Tenant may, at its discretion, establish and annually fund a segregated interest-bearing depository accounts for (1) a commercial leasing reserve, (2) a tenant improvement reserve, (3) a vacancy reserve, and/or (4) an incident reserve, each subject to review and prior written approval by City. The approved reserve payments will be made only to the extent there is Commercial Income sufficient to make such payments.

7.5 Return of the Commercial Parcel. The Commercial Parcel, together with all Improvements thereon, repairs, alterations, additions, substitutions and replacements thereto or thereof shall be surrendered to Landlord upon the expiration or earlier termination of the Term subject to reasonable wear and tear.

ARTICLE 8 LEASED PROPERTY CONDITION

8.1 AS-IS Condition. The Premises are being leased, as applicable, “AS IS,” without representation or warranty of any kind, and subject to all applicable Laws governing their use, occupancy and possession, and Tenant agrees to take possession of the Premises in its “AS IS” condition on the Effective Date, subject to the provisions of this Lease. Tenant acknowledges and agrees that Tenant is familiar with the Premises. Tenant represents and warrants to City that Tenant has investigated and inspected, either independently or through agents of Tenant's own choosing, the condition of the Premises and the suitability of the Premises for Tenant's business and intended use. Tenant acknowledges and agrees that neither City nor any of its agents have made, and City hereby disclaims, any representations or warranties, express or implied, concerning the rentable area of the Premises, the physical or environmental condition of the Premises or the Improvements (including, but not limited to the substructure), the present or future suitability of the Premises for Tenant's business, or any other matter whatsoever relating to the Premises, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

8.2 Accessibility Disclosure. California Civil Code Section 1938 requires commercial landlords to disclose to tenants whether the property being leased has undergone inspection by a Certified Access Specialist (“CASp”) to determine whether the property meets all applicable construction-related accessibility requirements. The law does not require landlords to have the inspections performed. Tenant is hereby advised that the Premises have not been inspected by a CASp.

8.3 Presence of Hazardous Substances. California law requires landlords to disclose to tenants the presence of certain Hazardous Substances as identified in the Phase I Environmental Site Assessment performed by Langan Engineering and Environmental Services and dated October 2020 and the Phase II Environmental Site Assessment performed by Langan Engineering and Environmental Services and dated January 2021.

ARTICLE 9 UTILITY SERVICES

In no event shall Landlord be obligated to provide any utility, sewer, mechanical or other services with respect to the Premises or any portion thereof. Tenant will pay or cause to be paid as the same become due all charges for all public or private utility services at any time rendered to or in connection with the Premises or any part thereof and will do all other things required for the maintenance and continuance of all such services. Tenant hereby expressly waives any and all claims against Landlord for compensation, damages, payments or offset based upon or with respect to any and all loss or damage now or hereafter sustained by Tenant by reason of any failure by Landlord to furnish, supply or provide any service or utility furnished or supplied to or used by Tenant or any other party in connection with the use, occupancy, maintenance, or operation of the Premises or any part thereof. Such services and utilities shall include, without limitation, the water supply system, drainage, sewer system, wires leading to or inside the Premises, gas, electric or telephone services.

ARTICLE 10 DAMAGE OR DESTRUCTION

10.1 Notice. In case of any damage to or destruction of the Premises or of the Improvements thereon or any part thereof, Tenant will promptly but not more than ten (10) days after the occurrence of any such damage or destruction, give written notice thereof to Landlord describing, with as much specificity as is reasonable, the nature and extent of such damage or destruction.

10.2 Insured Casualty. If the Improvements or any part thereof are damaged or destroyed by any cause covered by any policy of insurance required to be maintained by Tenant hereunder, Tenant shall promptly commence and diligently complete the restoration of the Improvements as nearly as possible to the condition thereof prior to such damage or destruction, subject to written approval of the First Mortgage Lender; provided, however, that if more than fifty percent (50%) of the Improvements are destroyed or are so damaged by fire or other casualty and if the insurance proceeds do not provide at least ninety percent (90%) of the funds necessary to accomplish the restoration, Tenant, with the written consent of Lender, may terminate this Commercial Ground Lease within thirty (30) days after the later of (i) the date of such damage or destruction, or (ii) the date on which Tenant is notified of the amount of insurance proceeds available for restoration. In the event Tenant is required or elects to restore the Improvements, all proceeds of any policy of insurance required to be maintained by Tenant under this Commercial Ground Lease shall be used by Tenant for that purpose and Tenant shall make up from its own funds, or obtain additional financing as reasonably approved by the Landlord, any deficiency between the amount of insurance proceeds available for the work of restoration and the actual cost thereof. In the event Tenant elects to terminate this Commercial Ground Lease pursuant to its right to do so under this Section 10.2, or elects not to restore the Improvements, the insurance proceeds shall be disbursed in the order set forth in Section 10.3 below.

10.3 Uninsured Casualty. If (i) more than 50% of the Improvements are damaged or destroyed and ten percent (10%) or more of the cost of restoration is not within the scope of the insurance coverage; and (ii) in the reasonable opinion of Tenant, the undamaged portion of the Improvements cannot be completed or operated on an economically feasible basis; and (iii) there is not available to Tenant any feasible source of third party financing for restoration reasonably acceptable to Tenant; then Tenant may, with the written consent of each Lender, terminate this Commercial Ground Lease upon ninety (90) days written notice to the Landlord. If it appears that the provisions of this Section 10.3 may apply to a particular event of damage or destruction, Tenant shall notify the Landlord promptly and not consent to any settlement or adjustment of an insurance award without the Landlord's written approval, which approval shall not be

unreasonably withheld or delayed. In the event that Tenant terminates this Commercial Ground Lease pursuant to this Section 10.3, all insurance proceeds and damages payable by reason of the casualty shall be divided among Landlord, Tenant and Lenders in accordance with the provisions of Section 10.4. If Tenant does not have the right, or elects not to exercise the right, to terminate this Commercial Ground Lease as a result of an uninsured casualty, Tenant shall promptly commence and diligently complete the restoration of the Improvements as nearly as possible to their condition prior to such damage or destruction, subject to First Mortgage Lender's written approval, in accordance with the provisions of Section 10.2.

10.4 Distribution of the Insurance Proceeds. In the event of an election by Tenant to terminate and surrender as provided in either Section 10.01 or 10.02, the priority and manner for distribution of the proceeds of any insurance policy required to be maintained by Tenant hereunder shall be as follows:

(a) First to the Lenders, in order of their priority, to control, disburse or apply to any outstanding loan amounts in accordance with the terms of their respective Leasehold Mortgages;

(b) Second, to pay for the cost of removal of all debris from the Commercial Parcel or adjacent and underlying property, and for the cost of any work or service required by any statute, law, ordinance, rule, regulation or order of any federal, state or local government, or any agency or official thereof, for the protection of persons or property from any risk, or for the abatement of any nuisance, created by or arising from the casualty or the damage or destruction caused thereby;

(c) Third, to compensate Landlord for any diminution in the value (as of the date of the damage or destruction) of the Commercial Parcel as a raw development site caused by or arising from the damage or destruction; and

(d) The remainder to Tenant.

10.5 Clean Up of Commercial Parcel. In the event Tenant terminates this Commercial Ground Lease pursuant to the provisions of Article 10 and the proceeds of any insurance policy are insufficient to pay the clean-up and other costs described in Section 10.4(b), Tenant shall have the obligation to pay the costs to clean-up the interior of the Commercial Parcel to the extent such costs are not covered by the insurance proceeds.

ARTICLE 11 CONDEMNATION

11.1 Parties' Rights and Obligations to be Governed by Agreement. If, during the term of this Commercial Ground Lease, there is any Condemnation of all or any part of the Commercial Parcel or any interest in the leasehold estate is taken by Condemnation, the rights and obligations of the parties shall be determined pursuant to this Article 11, subject to the rights of any Lender.

11.2 Total Taking. If the Commercial Parcel is totally taken by Condemnation, this Commercial Ground Lease shall terminate on the date the condemnor has the right to possession of the Site.

11.3 Partial Taking. If any portion of the Commercial Parcel is taken by Condemnation, this Commercial Ground Lease shall remain in effect, except that Tenant may, with Lender's written consent, elect to terminate this Commercial Ground Lease if, in Tenant's reasonable judgment, the remaining portion of the Improvements is rendered unsuitable for Tenant's continued use of the Commercial Parcel. If Tenant elects to terminate this Commercial Ground Lease. Tenant must exercise its right to terminate pursuant to this paragraph by giving notice to the Landlord

within thirty (30) days after the Landlord notifies Tenant of the nature and the extent of the taking. If Tenant elects to terminate this Commercial Ground Lease as provided in this Section 11.3, Tenant also shall notify the Landlord of the date of termination, which date shall not be earlier than thirty (30) days nor later than six (6) months after Tenant has notified the Landlord of its election to terminate; except that this Commercial Ground Lease shall terminate on the date the condemnor has the right to possession of the Commercial Parcel if such date falls on a date before the date of termination as designated by Tenant. If Tenant does not terminate this Commercial Ground Lease within such thirty (30) day notice period, this Commercial Ground Lease shall continue in full force and effect.

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

11.5 Restoration of Improvements. If there is a partial taking of the Improvements and this Lease remains in full force and effect pursuant to Section 11.3, Tenant may, subject to the terms of the Leasehold Mortgage, use the proceeds of the taking to accomplish all necessary restoration to the Improvements, upon receipt of First Mortgage Lender's written approval.

11.6 Award and Distribution. Any compensation awarded, paid or received on a total or partial Condemnation of the Commercial Parcel or threat of Condemnation of the Commercial Parcel shall belong to and be distributed in the following order:

(a) First, to pay the any balance due on any outstanding Leasehold Mortgages in accordance with applicable loan documents and other outstanding or unpaid obligations and/or liabilities that could result in a lien on the Premises; and

(b) Second, to Tenant.

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

ARTICLE 12 LIENS.

12.1 No Liens. Tenant will not directly or indirectly create or permit the creation of or to remain, and will immediately discharge, any mortgage, deed of trust, lien, security interest, encumbrance or charge on, pledge of or conditional sale or other title retention agreement with respect to the Premises, the Improvements thereon, or any part thereof or all or any portion of Tenant's interest therein, other than (i) this Lease and Space Subleases approved by City, (ii) liens for Impositions not yet payable, or payable without the addition of any fine, penalty, interest or cost for nonpayment, or being contested as permitted by Article 4, (iii) the Permitted Exceptions, and (iv) the Mortgages by the First Senior Lender and the City.

12.2 Entry. Tenant shall permit Landlord and the authorized representatives of Landlord to enter the Premises at all reasonable times (and at any time in the event of emergencies) for the purpose of (i) inspecting the same and (ii) pursuant to the provisions of Sections 6.1 and 6.2, performing any work therein that may be performed by Landlord in accordance with such Sections. Nothing herein shall imply any duty upon the part of Landlord to do any such work which under any provision of this Lease Tenant may be required to perform, nor to place upon

Landlord any obligation, or liability whatsoever, for the care, supervision or repair of the Premises. During the progress of any work on the Premises, Landlord may keep and store therein all necessary materials, tools and equipment required for such work, which must be stored therein. Landlord shall not in any event be liable for inconvenience, loss of business or other damage to Tenant by reason of the performance of any such work on the Premises, or on account of bringing materials, supplies and equipment into or through the Premises during the course thereof.

12.3 Exhibit for Sale or Lease. Landlord has the right during normal business hours to enter the Premises (a) at any time during the Term, to exhibit the same in a reasonable manner for the purpose of selling, transferring or otherwise conveying all or any portion of its interest in the Premises; and (b) during the last eighteen (18) months of the Term, for the purpose of leasing the Premises.

12.4 Notice. Landlord agrees to give Tenant reasonable prior notice of Landlord's entering on the Premises except in an emergency.

ARTICLE 13 ASSIGNMENT, TRANSFER, SIGNIFICANT CHANGE AND SUBLEASING

13.1 Landlord's Consent Required for Transfer. Tenant, its successors and permitted assigns shall not (i) suffer or permit any Significant Change to occur, (ii) assign any interest in this Lease either voluntarily or by operation of law, or (iii) sublease all or any part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises, in each case, without the prior written consent of Landlord, which consent may be withheld in the sole discretion of Landlord.

13.2 Assignment Subject to Assumption of Performance Obligation. No assignment of any interest in this Lease made with Landlord's consent, or as herein otherwise permitted, will be effective until there has been delivered to Landlord, within thirty (30) days after Tenant entered into such assignment, an executed counterpart of such assignment containing an agreement, in recordable form, executed by the assignor and the proposed assignee, wherein and whereby such assignee assumes performance of the obligations on the assignor's part to be performed under this Lease to the end of the Term.

13.3 Tenant and Transferee Obligations. The consent by Landlord to an assignment hereunder is not in any way to be construed to (i) from and after the date of such assignment, relieve Tenant of any liability arising out of or with regard to the performance of any covenants or obligations to be performed by Tenant hereunder or under this Lease prior to the date of such assignment, or (ii) relieve any transferee of Tenant from its obligation to obtain the express consent in writing of Landlord to any further assignment or to any Significant Change.

13.4 Tenant Notice to Landlord of Any and All Significant Changes. Tenant must promptly notify Landlord of any and all Significant Changes. At such time or times as Landlord may reasonably request, Tenant must furnish Landlord with a statement, certified as true and correct by an officer of Tenant, setting forth all of the members of the board of directors of Tenant. Such lists, data and information must in any event be furnished to Landlord annually at the end of each Lease Year.

13.5 Landlord's Review of Proposed Transfer. At any time, Tenant may submit a request in writing to Landlord for the approval of the terms of an assignment, transfer, sublease or encumbrance of this Lease or of a Significant Change (all of the foregoing being collectively referred to herein as a **"proposed transfer"**) or for a decision by Landlord as to whether in its

opinion a proposed transfer requires Landlord consent under the provisions of this Article 13. Tenant's request for a proposed transfer must comply with the following:

(i) any proposed transferee, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of Landlord, must expressly assume all of the obligations of Tenant under this Lease and agree to be subject to all of the conditions and restrictions to which Tenant is subject; provided, however, that the fact that any transferee of this Lease, or any other successor in interest whatsoever to this Lease, whatsoever the reason, does not assume such obligations will not relieve or except such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit Landlord of or with respect to any rights or remedies or controls with respect to this Lease, the Premises or the construction of the Improvements unless and only to the extent otherwise specifically provided in this Lease or agreed to in writing by Landlord. It is the intent of this Lease, to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Lease, that no transfer of this Lease, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, may operate, legally or practically, to deprive or limit Landlord of or with respect to any rights or remedies or controls provided in or resulting from this Lease with respect to the Premises that Landlord would have had, had there been no such transfer or change;

(ii) all instruments and other legal documents involved in effecting transfer shall have been submitted to Landlord for review, and Landlord shall have approved such documents which approval shall not be unreasonably withheld or delayed; and Tenant shall have complied with the provisions of this Article 13.

13.6 Reserved.

13.7 Landlord's Sale or Assignment. Landlord has the right to sell and/or assign all or any portion of its interest in all or any portion of the Premises and/or this Lease, without the prior written consent of Tenant, provided, however, that no such transfer of the Premises may be effective until there is delivered to Tenant an agreement of the transferee reasonably satisfactory to Tenant expressly assuming all of Landlord's obligations hereunder with respect to those portions of the Premises so transferred, which obligations arise from and after the date of transfer. Upon delivery of such agreement, Landlord will be relieved of all obligations hereunder arising from and after the date of such transfer with respect to those portions of the Premises so transferred.

ARTICLE 14 INDEMNIFICATION OF LANDLORD

Tenant will protect, indemnify, defend, and hold Landlord and its officers, directors, employees, agents, successors, assigns and Supervisors (each, an "**Indemnified Party**") harmless from and against any and all loss, liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorney fees and all costs, disbursements and expenses of legal counsel) imposed upon or incurred by or asserted against any such Indemnified Party or the Premises by reason of the occurrence or existence of any of the following (except to the extent such losses, liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses arise from the gross negligence or willful misconduct of the Indemnified Party): (a) any accident, injury to or death of persons (including workers) or loss of or damage to property occurring in the Premises or any part thereof; (b) any use, possession, occupation, operation, maintenance, management or condition of the Premises or any part thereof; (c) any failure on the part of Tenant to perform or comply with any of the terms of this Lease; (d) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof; (e) any negligence on the part of

Tenant or any of its agents, contractors, servants, employees, sublessees, licensees or invitees; (f) the death of or any accident, occurrence, injury, loss or damage whatsoever caused to any natural person or to the property of any persons as shall occur in or on the Premises during the Term hereof; or (g) any Hazardous Material Claims. In case any action, suit or proceeding is brought against any Indemnified Party by reason of any occurrence for which Tenant is obliged to furnish indemnity to such Indemnified Party, such Indemnified Party will notify Tenant of such action, suit or proceeding, and Tenant may, and upon the request of such Indemnified Party will, at Tenant's sole expense, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended by counsel designated by Tenant and reasonably approved by such Indemnified Party in writing. Notwithstanding the foregoing, this Article 14 shall not be deemed or construed to and shall not impose any obligation to indemnify and save harmless the Indemnified Parties from any claim, loss, damage, liability or expense of any nature whatsoever, arising from or in any way related to or connected with any willful misconduct or gross negligence by an Indemnified Party.

ARTICLE 15 USE OF PREMISES; CHANGE OF USE; SURRENDER OF PREMISES

15.1 Permitted Uses. The permitted uses of the Commercial Parcel are non-residential uses that provide a direct benefit to the community in which the Commercial Parcel is located, including, but not limited to a restaurant, events venue, retail, or a grocery market with affordable and healthy food, or retail with a demonstrated benefit to residential occupants of the Residential Project. All subleases of the Commercial Improvements must be approved in advance by MOHCD, which approval will not be unreasonably withheld or delayed. Tenant may use the Commercial Parcels for other Public Benefit Use with the prior written approval of the City, which shall not be unreasonably withheld or delayed, and that are compatible with the use and operation of the Residential Project, and for no other purposes. Any other commercial uses of the Commercial Parcels are subject to City's prior written approval, in the City's sole and absolute discretion.

15.2 Prohibited Uses. Except as otherwise consented to in writing by Landlord, which consent Landlord may withhold in its sole and absolute discretion, the uses prohibited on the Premises are as follows:

(a) Prohibited Uses. No part of the Premises shall be used or operated for: (i) any use which violates any applicable zoning ordinance, (ii) any unlawful or disreputable purpose or any activity which is inappropriate for a comparable mixed-use residential complex conducted in accordance with good and generally accepted standards of operations, or (iii) any activity that exposes occupants or permittees to health or safety risks. No noxious or offensive activities shall be carried on, upon or within the Premises, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable disturbance, or hazard or annoyance to the Residential Project, or its residents.

(b) Other Prohibited Uses. Other uses not permitted under the City Codes, and any use causing excessive noise, odor or Hazardous Material in quantities that could damage the Residential Project or disrupt the residential occupants, including, but not limited to the following:

(i) any activity, or the maintaining of any object, that is not within the Permitted Use;

(ii) any activity, or the maintaining of any object, that will in any way increase the existing rate of, affect or cause a cancellation of, any fire or other insurance policy covering

the Premises, any part thereof or any of its contents, or cause a substantial increase in the cost of insurance for City or the Residential Project;

(iii) any activity or object that will overload or cause damage to the Premises;

(iv) any activity that constitutes a public or private nuisance or waste, including, but not limited to, the preparation, manufacture or mixing of anything that might emit any objectionable odors, noises, or lights onto adjacent properties, or the use of loudspeakers or sound or light apparatus that can be heard or seen outside the Premises;

(v) any activity that will in any way injure, obstruct, or interfere with the rights of owners or occupants of adjacent properties, including, but not limited to, rights of ingress and egress;

(vi) any auction, distress, fire, bankruptcy or going out of business sale on the Premises without the prior written consent of the City, which consent may be granted, conditioned, or withheld in the sole and absolute discretion of the City;

(vii) any vehicle and equipment maintenance, including but not limited to, washing, fueling, changing oil, transmission or other automotive fluids;

(viii) the storage of any and all excavated materials, including but not limited to, dirt, concrete, sand, asphalt, and pipes, except to the extent necessary during construction of the Project;

(ix) the storage of any and all aggregate material, or bulk storage, such as wood or of other loose materials, except to the extent necessary during construction of the Project;

(x) the washing of any vehicles or equipment; or

(xi) bars, retail liquor sales, marijuana sales, or any other uses that cater exclusively to adults.

15.3 Compliance with Reciprocal Easement Agreement. Tenant shall at all times comply with the provisions in the REA and shall require in the Space Sublease that all Space Subtenants, if applicable, comply with the REA.

15.4 Reserved.

15.5 Purchase of Personal Property by Landlord. At the termination of this Lease, if no Event of Default exists, Landlord has the right to purchase all Personal Property, including, without limitation, all signs, furniture, furnishings, equipment and supplies, placed in or on the Premises by Tenant, except any logos, trademarks, symbols, designs or Personal Property not owned by Tenant. at a price, determined by Tenant and agreed to by Landlord, not to exceed the fair market value thereof. If at the termination of this Lease, no Event of Default exists and Landlord elects not to purchase such Personal Property, Tenant must remove all such Personal Property within sixty (60) days of the termination of this Lease. If Tenant fails to remove such Personal Property within said period of time, such Personal Property will be deemed abandoned by Tenant and become the property of Landlord.

15.6 Surrender. Tenant must surrender to Landlord the Improvements, all other leased property and renewals and replacements thereof in good order, condition and repair, normal wear and tear excepted, upon termination of this Lease. Upon termination of this Lease, Landlord has

the right to terminate all Space Subleases (if applicable). At the request of Landlord, Tenant must surrender the Premises to Landlord free of all Personal Property and fixtures belonging to Tenant, and in any event, Tenant must repair any damage to the Premises caused by such removal.

15.7 Temporary Cessation of Business. Temporary cessation of business by Tenant when necessary for the purpose of making alterations, repairs or Restoration or by reason of such reasonable interruptions as may be incidental to the conduct of its business will not be deemed a discontinuance of the operation of Tenant so long as the Premises are reopened promptly upon completion of such act or event. Nothing contained in this Section limits the effect of the Force Majeure provisions herein.

ARTICLE 16 QUIET ENJOYMENT

Subject to the Permitted Exceptions, Landlord covenants and agrees that Tenant, upon observing and keeping all of the covenants, agreements and conditions of this Lease on its part to be kept, shall lawfully and quietly hold, occupy and enjoy said Premises during the Term without hindrance or molestation of anyone claiming by, through or under Landlord.

Notwithstanding the foregoing, Landlord shall have no liability to Tenant in the event of any defect in the title of Landlord whether or not such defect affects Tenant's rights of quiet enjoyment and, except as otherwise expressly provided for under the terms and provisions of this Lease, no such defect shall be grounds for a termination of this Lease by Tenant and Tenant's sole remedy shall be to obtain compensation for such event by pursuing its rights against any title insurance company or companies issuing title insurance policies to Tenant.

ARTICLE 17 EVENTS OF DEFAULT; TERMINATION

17.1 Events of Default.

The occurrence of any one or more of the following events, which event shall not have been cured as provided in this Commercial Ground Lease, shall constitute an “**Event of Default**” under the terms of this Lease (regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings, in law, in equity or before any administrative tribunal which has or might have the effect of preventing Tenant from complying with the terms of this Lease). Notwithstanding any provision in this Lease to the contrary, no Event of Default will be deemed to have occurred until the Mortgagees, if any, have been notified as required by Section 35.10 and the applicable period of time in which the Mortgagees may cure the Event of Default pursuant to Section 35.10 has expired without the Event of Default having been cured.

(a) Failure to Pay Ground Rent Within Certain Time Period. Tenant shall fail to pay any Ground Rent, in the manner prescribed in Section 2.1 of the Lease, when due to Landlord within five (5) days after notice thereof from Landlord.

(b) Failure to Terminate Certain Proceedings Within Certain Time Period. Subject to the provisions of Sections 28.2 and 28.3, the filing by or against Tenant of any proceedings under any state or federal insolvency or bankruptcy law, or any comparable law that is now or hereafter may be in effect, whether for liquidation or reorganization, which proceedings if filed against Tenant are not dismissed or stayed within sixty (60) days;

(c) Failure to Stop Certain Order for Relief Under Certain Conditions.

Subject to the provisions of Sections 28.2 and 28.3, the entry of an order for relief against Tenant under any bankruptcy or reorganization case which order has not been stayed or dismissed within sixty (60) days;

(d) Final Appointment of a Receiver Under Certain Conditions. Subject to the provisions of Sections 28.2 and 28.3, the appointment of a receiver, trustee or custodian of all or any part of the property of Tenant which appointment with respect to Tenant is not dismissed or stayed within sixty (60) days; provided that Tenant shall have an additional thirty (30) days to achieve such dismissal or stay if Tenant commences to pursue such relief within the first sixty (60) days; and further provided, however, that the appointment of a receiver pursuant to the exercise by a Mortgagee of its rights under a Mortgage shall not be an Event of Default hereunder;

(e) Unauthorized Assignment of Certain Property. Except for a transfer by the First Mortgage Lender through foreclosure or deed in lieu of foreclosure, the assignment of all or any part of the Commercial Parcel, by Tenant;

(f) Tenant's Failure to Notify Landlord Within Certain Time Period in Filing Certain Proceedings. The failure of Tenant to give written notice to Landlord of Tenant's intention to commence proceedings under any state or federal insolvency, bankruptcy or any comparable law that is now or hereafter may be in effect, whether for liquidation or reorganization, at least thirty (30) days prior to the commencement of such proceedings;

(g) Failure to Release Attachment Within Certain Time Period. A writ of attachment or execution is levied on this Lease which is not released within sixty (60) days;

(h) Abandonment of Premises Under Certain Conditions. Except as permitted by Article 11, the Premises are abandoned or cease to be used for the uses permitted hereunder, which abandonment or cessation is not cured within thirty (30) days after notice thereof from Landlord;

(i) Unauthorized Assignment of, or Changes to, this Lease Under Certain Conditions. Tenant suffers or permits an assignment of this Lease or any interest therein to occur in violation of this Lease, suffers or permits a Significant Change to occur in violation of this Lease or sublets all or any portion of the Premises in violation of this Lease, which violation is not remedied within thirty (30) days after notice thereof from Landlord;

(j) Failure to Comply With Lease Terms Under Certain Conditions. Tenant shall fail to perform or comply with any other term hereof, and such failure shall continue beyond the applicable cure period, if any, or, if none, for more than thirty (30) days after notice thereof from Landlord, or if such default cannot reasonably be cured within such thirty (30)-day period, Tenant shall not within such period commence with due diligence and dispatch the curing of such default, or having so commenced, shall thereafter cease, fail or neglect to prosecute or complete with diligence and dispatch the curing of such default.

17.2 Special Provisions Concerning Mortgagees and Events of Default. Notwithstanding anything in this Lease to the contrary, however, the exercise by a Mortgagee of any of its remedies under its Mortgage or the exercise by the City of any of its remedies under the Residential Ground Lease shall not, in and of itself, constitute a default under this Lease.

ARTICLE 18 IMPROVEMENTS

18.1 Changes to the Improvements.

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

(b) Definition of Change. “Change” as used in this Article means any alteration, modification, addition and/or substitution of or to the Commercial Parcel and the Improvements which differs materially from that which existed upon the completion of construction of the Improvements, and shall include without limitation the exterior design, exterior materials and/or exterior color, and/or relocation or removal of either the control room, the transformer room, or both. For purposes of the foregoing, exterior shall mean and include the roof of the Improvements. “Change” does not include any repair, maintenance, cosmetic interior alterations (e.g., paint, carpet, installation of moveable equipment and trade fixtures, and hanging of wall art) in the normal course of operation of the Improvements, any subtenant improvements to the Commercial Parcel installed for a permitted use of the Commercial Parcel, or as may be required in an emergency to protect the safety and well-being of the employees, guests and invitees of Tenant or a Space Subtenant.

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

18.2 Title to Improvements. Fee title to any Improvements shall be vested in Tenant and shall remain vested in Tenant during the term of this Lease. Subject to the rights of any Mortgagees and as further consideration for the City entering into this Commercial Ground Lease, at the expiration or earlier termination of this Commercial Ground Lease, fee title to all the Improvements shall vest in the City without further action of any party, without any obligation by the City to pay any compensation therefor to Tenant and without the necessity of a deed from Tenant to the City.

18.3 Tenant Improvements.

(a) Tenant shall be responsible, at no cost to the City, for performing any work or construction related to the Improvements, at Tenant’s expense, only by duly licensed and bonded contractors or mechanics, and subject to any conditions that City may reasonably impose. Tenant shall further be responsible, at no cost to the City, for obtaining all permits and licenses required in connection with any tenant improvements. Upon completion of any tenant improvements, Tenant shall furnish City with a copy of the final as-built plans and specifications. No approval by City of the plans, any changes thereto or of any alterations for purposes of this Lease shall be deemed to constitute approval of any federal, state or local regulatory authority with jurisdiction over the Premises or Tenant’s use hereunder, and nothing herein shall limit Tenant’s obligation to obtain all such regulatory approvals at no cost to the City.

(b) Tenant shall comply with the applicable requirements of San Francisco Administrative Code Section 23.61, as further set forth in Sections 36.8 and 36.19 below.

ARTICLE 19 REMEDIES

The provisions of this Section 19 and the exercise of Landlord's remedies are subject to the limitations on recourse set forth in Article 31.

19.1 Landlord's Remedies Generally.

(a) Landlord's Rights and Tenant's Obligations Under an Event of Default.

Upon the occurrence of an Event of Default hereunder, Landlord may continue this Lease in full force and effect, and this Lease shall continue in effect and Landlord shall have the right to collect, Ground Rent, Additional Ground Rent and other sums when and as they become due. If Tenant abandons the Premises in violation of this Lease, Landlord may enter the Premises and relet the Premises, or any part thereof, to third parties for Tenant's account without notice to Tenant, Tenant's rights, if any, to any such notice under any applicable law being hereby waived, and alter or install or modify the Improvements at the Premises, or any portion thereof, and Tenant shall be liable immediately to Landlord for all costs Landlord incurs in enforcing this Lease, whether or not any action or proceeding is commenced, including, without limitation, the reasonable attorney fees and all costs, disbursements and expenses of Landlord's outside counsel, expert witness fees, transcript preparation fees and costs and document copying, exhibit preparation, courier, postage, facsimile expenses, brokers' fees or commissions, the costs of removing and storing the property of Tenant, costs incurred by Landlord in connection with reletting the Premises, or any portion thereof, and altering, installing, modifying and constructing tenant improvements required for a new tenant, and the costs of restoration and of repairing and maintaining the Premises or any portion thereof. Reletting may be for a period equal to, shorter or longer than the remaining Term of this Lease.

(b) Lease May Not Terminate Without Landlord's Consent. No act by Landlord allowed by this Section 19.1 shall terminate the Lease unless Landlord notifies Tenant that Landlord elects to terminate the Lease.

(c) Lease Termination Requires Landlord To Notify Tenant. Landlord may terminate Tenant's right to possession of the Premises or this Lease or both at any time after the occurrence of an Event of a Default by giving written notice of such termination, and such termination shall then occur on the date set forth in such notice. Acts of maintenance and efforts to relet the Premises shall not constitute a termination of Tenant's right to possession. No act by Landlord other than giving notice to Tenant shall terminate this Lease.

(d) Cessation of Tenant's Rights to Sublet or Assign. Upon the occurrence of an Event of Default, Tenant shall have no right to sublet or assign its interest in the Premises and/or this Lease without Landlord's written consent, which may be given or withheld in Landlord's sole and unfettered discretion.

(e) Landlord's Remedies Are Cumulative. The remedies given to Landlord in this Section shall be in addition and supplemental to all other rights or remedies which Landlord may have at law or in equity.

(f) Personal Property. At the termination of this Lease, if an Event of Default exists, title to all Personal Property, except any logos, trademarks, symbols, designs or Personal Property not owned by Tenant, will vest in Landlord without any further action of any parties

19.2 Continuation of Subleases and Other Agreements.

Except as provided in Article 17, in case of default by Tenant in the performance of any of the terms, covenants or agreements herein contained on the part of Tenant to be done, observed, kept and performed and the continuance thereof for the period hereinbefore provided for, or if Landlord shall for any lawful reason or cause recover or come into possession of the Premises before the date hereinbefore fixed for the expiration of the Term hereof, Landlord shall have the right, at its sole option, to take over any and all Space Subleases of the Premises, if applicable, or any part thereof and all concessions and licenses and agreements by Tenant for the maintenance thereof or supplies thereof, and at Landlord's option to have and succeed to all the risks and privileges of said Space Subleases, or concessions, licenses or agreements, or such of them as it may elect to take over and assume, and Tenant upon any such default by Tenant or recovery of possession by Landlord hereby expressly assigns and transfers to Landlord such of the Space Subleases, or concessions, licenses and agreements as Landlord may elect to take over and assume as may exist and be in force and effect at the time of said default and recovery of possession and all deposits with Landlord pursuant thereto; and Tenant hereby further expressly covenants that, upon request of Landlord, Tenant will execute, acknowledge and deliver to Landlord such further instruments as may be necessary or desirable to vest in Landlord the then existing Space Subleases of said Premises or any part thereof and the licenses, concessions and agreements then in force, as above specified.

ARTICLE 20 LANDLORD'S EQUITABLE RELIEF

No expiration or termination of this Lease pursuant to the terms hereof or by operation of law or otherwise and no repossession of the Premises or any part thereof pursuant to the term hereof or by operation of law or otherwise, shall relieve Tenant of its liabilities and obligations hereunder arising prior to termination of this Lease, all of which shall survive such expiration, termination or repossession, including, without limitation, the rights of Landlord for indemnification for liability, personal injuries or property damage, nor shall anything in this Lease be deemed to affect the right of Landlord to equitable relief where such relief does not impose personal liability on Tenant which is inconsistent with the provisions of Article 32.

ARTICLE 21 NO WAIVER BY LANDLORD OR TENANT

No failure by Landlord or Tenant to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof, and no submission by Tenant or acceptance by Landlord of full or partial Ground Rent during the continuance of any such breach shall constitute a waiver of any such breach or of any such term. No waiver of any breach shall affect or alter this Lease, which shall continue in full force and effect, or the respective rights of Landlord or Tenant with respect to any other then existing or subsequent breach.

ARTICLE 22 DEFAULT BY LANDLORD; TENANT'S REMEDIES

22.1 Default by Landlord; Tenant's Remedies. Landlord shall be deemed to be in default hereunder if Landlord shall fail to perform or comply with any term hereof and such failure shall continue for more than the time of any cure period provided herein, or, if no cure period is provided herein, for more than thirty (30) days after written notice thereof from Tenant, or, if such default cannot reasonably be cured within such thirty (30)-day period, Landlord shall not within such period commence with due diligence and dispatch the curing of such default, or, having so commenced, shall thereafter fail or neglect to prosecute or complete with diligence and dispatch the curing of such default. Upon such default by Landlord, Tenant may exercise any remedy available at law or at equity. including, but not limited to, specific performance.

22.2 Survival of Certain Obligations. Subject to the provisions of Section 22.1, no expiration, termination or repossession of this Lease pursuant to the term hereof or by operation of law or otherwise, shall relieve Landlord of its liabilities and obligations hereunder arising prior to such expiration, termination or repossession of this Lease, all of which shall survive such expiration, termination or repossession, including, without limitation, the rights of Tenant for indemnification for liability, for personal injuries or property damage.

ARTICLE 23 ACCEPTANCE OF SURRENDER

No modification, termination or surrender of this Lease or surrender of the Premises or any part thereof or of any interest therein by Tenant shall be valid or effective unless agreed to and accepted in writing by Landlord and Mortgagee, and no act by any representative or agent of Landlord, other than such a written agreement and acceptance by Landlord, shall constitute an acceptance thereof.

ARTICLE 24 NO MERGER OF TITLE

There shall be no merger of the leasehold estate created by this Lease with the fee estate in the Premises by reason of the fact that the same person may own or hold (a) the leasehold estate created by this Lease or any interest in such leasehold estate, and (b) any interest in such fee estate; and no such merger shall occur unless and until all persons having any interest in (i) the leasehold estate created by this Lease and (ii) the fee estate in the Premises shall join in and record a written instrument effecting such merger.

ARTICLE 25 END OF LEASE TERM

Upon the expiration or other termination of the Term, Tenant shall quit and surrender to Landlord the Premises in good order, condition and repair, reasonable wear and tear excepted to the extent the same is consistent with maintenance of the Premises in good order, condition and repair. Tenant hereby agrees to execute all documents as Landlord may deem necessary to evidence such termination of this Lease. Any holding over by Tenant after the expiration or termination of this Lease shall not constitute renewal hereof or give Tenant any rights hereunder or in the Premises, except with the prior written consent of Landlord, and Tenant shall be a Tenant at sufferance hereunder. Ground Rent during such periods of holding over shall be at the rate of one hundred and fifty percent (150%) of all Ground Rent, which Ground Rent (shall be computed on an actual basis) shall be computed on the basis of the average monthly amount thereof accruing during the immediately preceding nine-quarter period.

ARTICLE 26 PROVISIONS SUBJECT TO APPLICABLE LAW

All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Lease invalid, unenforceable or not entitled to be recorded under any applicable law.

ARTICLE 27 CUMULATIVE REMEDIES; NO WAIVER

Subject to the provisions of Article 31, the specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any

other remedies or means of redress to which they may be lawfully entitled. The failure of Landlord to insist in anyone or more cases upon the strict performance of any of the covenants of this Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option. A receipt by Landlord for Ground Rent with knowledge of the breach of any covenant hereto' shall not be deemed a waiver of such breach, and no waiver, change, modification or discharge by either party hereto of any provision in this Lease shall be deemed to have been made or shall be effective unless expressed in writing and signed by both Landlord and Tenant. Subject to the provisions of Articles 31 and 32, in addition to the other remedies in this Lease provided, Landlord and Tenant shall be entitled to the restraint by injunction of the violation, or threatened violation, of any of the covenants, conditions, or provisions of this Lease, or to a decree compelling performance of any of such covenants, conditions or provisions.

ARTICLE 28 NOTICES

28.1 Notices.

All notices, demands, consents, and requests which may or are to be given by any party to the other shall be in writing. All notices, demands, consents and requests to be provided hereunder shall be deemed to have been properly given on the date sent if served personally on a day that is a business day, or, if mailed, on the date that is three days after the date when sent in the United States registered or certified mail, return receipt requested, postage prepaid, in either case, addressed as follows:

If to Tenant:

CCDC NEW ASIA COMMERCIAL LLC
c/o CCDC
615 Grant Avenue
San Francisco, CA 94108
Attn: Malcolm Yeung

If to Landlord:

City and County of San Francisco
Mayor's Office of Housing and Community Development
1 South Van Ness Avenue, 5th Floor
San Francisco, California 94103
Attention: Executive Director

or at such other place or places in the United States as each such party may from time to time designate by written notice to the other.

28.2 Form and Effect of Notice.

Every notice given to a party or other person under this Section must state (or must be accompanied by a cover letter that states):

(a) the Section of this Lease pursuant to which the notice is given and the action or response required, if any;

(b) if applicable, the period of time within which the recipient of the notice must respond thereto; and

(c) if applicable, that the failure to object to the notice within a stated time period will be deemed to be the equivalent of the recipient's approval of or consent to the subject matter of the notice.

In no event shall a recipient's approval of or consent to the subject matter of a notice be deemed to have been given by its failure to object thereto if such notice (or the accompanying cover letter) did not fully comply with the requirements of Subsection 28.2(a) and (b). The effectiveness of notices sent by Landlord to Tenant shall not be invalidated or impaired by a failure of Landlord to send copies of notices to any person or entity other than Tenant.

28.3 Time of Performance.

Except as provided herein, all performance (including cure) dates expire at 5:00 p.m. Pacific Standard/Daylight Savings Time on the performance or cure date. Provisions in this Lease relating to number of days will be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action is not a Business Day, then the last day for undertaking the action or giving or replying to the notice will be the next succeeding Business Day. Time is of the essence in the performance of all the terms and conditions in this Lease.

ARTICLE 29 SEVERABILITY

If any term or provision of this Lease or application thereof to any party, parties, person or circumstances is found to be invalid or unenforceable to any extent, the remainder of this Lease and its application to parties, persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected, and each term and provision of this Lease will be valid and enforceable to the fullest extent permitted by law.

ARTICLE 30 SUCCESSORS AND ASSIGNS BOUND; GOVERNING LAW

30.1 Successors and Assigns Bound.

This Lease shall be binding upon and inure to the benefit of the successors and assigns of the City and Tenant and where the term "Tenant" or "City" is used in this Lease, it shall mean and include their respective successors and assigns; provided, however, that the City shall have no obligation under this Lease to, nor shall any benefit of this Lease accrue to, any unapproved successor or assign of Tenant where City approval of a successor or assign is required by this Lease.

30.2 Governing Law.

This Lease shall be construed and enforced in accordance with the laws of the State of California and the City's Charter and Municipal Codes.

ARTICLE 31 LANDLORD'S RECOURSE AGAINST TENANT

Landlord may recover from Tenant, but not from any officer, member, director, employee, representative or attorney, past, present or future of Tenant, and/or any Mortgagee that has acquired Tenant's interest in this Lease and/or the Premises at a foreclosure sale or by deed in lieu of foreclosure of the Mortgage held by such Mortgagee and/or any successor to Tenant and any such Mortgagee, only those damages that arise out of or in connection with (i)

any Impositions not paid by Tenant; (ii) the amount of any insurance premiums paid for by Landlord pursuant to this Lease; (iii) the application of any insurance or Condemnation proceeds in a manner inconsistent with or contrary to the provisions of this Lease, except as applied as required by any Mortgage; (iv) the cost of razing any Improvements Tenant fails to raze in accordance with the terms of this Lease; (v) any damages suffered by Landlord as the result of the breach by Tenant of the covenants contained in this Lease, whether or not any action or proceeding is commenced, including, without limitation, reasonable attorney fees and all costs, disbursements and expenses of Landlord's outside counsel, expert witness fees, transcript preparation fees and costs and document copying, exhibit preparation, courier, postage, and facsimile expenses; (vi) any expenses in enforcing the limited recourse provisions of this Article 31, whether or not any action or proceeding is commenced, including, without limitation, reasonable attorney fees and all costs, disbursements and expenses of Landlord's outside counsel, expert witness fees, transcript preparation fees and costs and document copying, exhibit preparation, courier, postage, and facsimile expenses; (vii) the portion of any amounts paid to Tenant for the period ending on the date of termination of this Lease which Tenant is required to pay Landlord as Ground Rent under this Lease; and (viii) waste committed or permitted by Tenant.

ARTICLE 32 RECOURSE AGAINST LANDLORD

32.1 No Recourse to Other Persons.

Tenant agrees that it will have no recourse with respect to any obligation of Landlord under this Lease, or for any claim based upon this Lease or otherwise, against any officer, director, employee, Supervisors, representative or attorney, past, present or future, of Landlord, or against any person other than Landlord, or against Landlord except to the extent of the value of Landlord's interest in the Premises, whether by virtue of any constitution, statute, rule of law, rule of equity, enforcement of any assessment as penalty, or by reason of any matter prior to the execution and delivery of this Lease, or otherwise. By Tenant's execution and delivery hereof and as part of the consideration for Landlord's obligations hereunder all such liability is expressly waived.

32.2 Limitation on Landlord's Liability.

In the event of any transfer of Landlord's interest in and to the Premises, Landlord, subject to the provisions hereof, (and in case of any subsequent transfers, the then transferor) will automatically be relieved from and after the date of such transfer of all liability with regard to the performance of any covenants or obligations on the part of Landlord (or such transferor, as the case may be) contained in this Lease thereafter to be performed, but not from liability incurred by Landlord (or such transferor, as the case may be) on account of covenants or obligations to be performed by Landlord (or such transferor, as the case may be) hereunder prior to the date of such transfer; provided, however, that (a) any funds in Landlord's possession (or in the possession of the then transferor at the time of such transfer) in which Tenant has an interest must be turned over to the transferee, in trust, for application pursuant to the provisions hereof and such transferee shall assume all liability for all such funds so received by such transferee from Landlord and (b) any amount then due and payable to Tenant by Landlord or the then transferor under any provisions of this Lease must be paid to Tenant.

ARTICLE 33 TENANT TO FURNISH AND EQUIP THE IMPROVEMENTS

33.1 Tenant to Furnish and Equip the Improvements.

Tenant covenants and agrees to furnish and equip the Improvements with all fixtures, furniture, furnishings, equipment, machinery, supplies and other personalty of a quantity and quality necessary to operate the Premises in accordance with the provisions of this Lease.

33.2 Landlord's Lien.

If Landlord elects such lien, Tenant hereby grants to Landlord a lien in all of its Personal Property, and all products and proceeds thereof, as security for the payment and performance of Tenant's obligations hereunder, and agrees to execute a financing statement evidencing such lien to secure the performance by Tenant of all of its (or their) obligations under this Lease; provided, however, that the foregoing lien shall be subject and subordinate to any lien made in favor of a Mortgagee; upon the request of any such Mortgagee, Landlord shall execute a subordination agreement in form and substance reasonably satisfactory to such Mortgagee and to Landlord. Landlord hereby agrees to subordinate its lien in all Personal Property to any purchase money lien in any Personal Property (such subordination shall be self-operative; however, in confirmation thereof, upon the request of each such lienor in Tenant's Personal Property, Landlord shall execute a subordination agreement in form and substance reasonably satisfactory to such lienor and to Landlord). if any of such Personal Property is leased from third parties, Tenant agrees to collaterally assign its leasehold interest to Landlord upon terms and conditions and pursuant to an assignment acceptable in form and substance to Landlord to secure the performance by Tenant of all of its obligations under this Lease. Tenant shall execute from time to time such additional documents as may be necessary to effectuate and evidence such assignments if requested to do so by Landlord. Upon the occurrence of an Event of Default on the part of Tenant, Landlord shall have the immediate right of possession of all of the Personal Property and the right to assume the leasehold interest of Tenant in such Personal Property, subject to the interest of the lien of any Mortgagee.

ARTICLE 34 NO JOINT VENTURE

Nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between Landlord and Tenant or between Landlord and any other party, or cause Tenant to be responsible in any way for the debts or obligations of Landlord, except as otherwise provided to the contrary herein, or cause Landlord to be responsible in any way for the debts or obligations of Tenant or any other party.

ARTICLE 35 MORTGAGE OF LEASEHOLD

35.1 No Mortgage Except as Set Forth Herein. Except as permitted in this Article 35 or as consented to by Landlord, Tenant shall not:

(a) No Mortgages, Except as Permitted. Engage in any financing or other transaction creating any mortgage or deed of trust upon the Premises or upon Tenant's leasehold estate therein; or

(b) No Liens/Encumbrances Except as Permitted. Place or suffer to be placed upon the Premises or Tenant's leasehold estate therein any lien or other encumbrances (other than as permitted by this Lease). Any such mortgage, encumbrance or lien not permitted by this Article 35 shall be deemed to be a violation of this covenant on the date of its execution or filing of record regardless of whether or when it is foreclosed or otherwise enforced.

35.2 Leasehold Liens.

(a) Tenant Remains Liable to pay Ground Rent. At any time and from time to time during the Term, Tenant may assign or encumber the estate created by this Lease by way of leasehold mortgages or other security instruments of any kind to the extent permitted hereby; provided, however, that notwithstanding any foreclosure thereof, Tenant shall remain liable for the payment of Ground Rent and other sums payable hereunder to the extent provided in this Lease.

(b) No Greater Rights to Mortgagees, Except as Granted. With the exception of the rights expressly granted to Mortgagees in this Lease, the execution and delivery of a Mortgage shall not give or be deemed to give a Mortgagee any greater rights than those granted to Tenant hereunder.

(c) Rights Apply to no More Than two Mortgagees. Notwithstanding anything to the contrary set forth herein, any rights given hereunder to Mortgagees shall not apply to more than two (2) Mortgagees at any one time. Once a Mortgagee is designated by Tenant, Tenant shall not designate different or additional Mortgagees without the written consent of the Mortgagees first designated. In the event that at any time there are more than two (2) Mortgagees, Tenant shall notify Landlord in writing of the Mortgagee to which such rights should apply.

35.3 Notice of Liens. Tenant shall notify Landlord promptly upon becoming aware of any lien or encumbrance of which Tenant has knowledge and which has been recorded against or attached to the Premises or Tenant's leasehold estate hereunder after the date of this Lease whether by act of Tenant or otherwise, other than Mortgages expressly permitted hereunder or consented to by Landlord.

35.4 Purpose of Mortgage.

(a) During Term. During the Term, a Mortgage can be made for any purpose.

(b) Landlord Statement Permitting Security Instruments. Landlord agrees within thirty (30) days after request by Tenant to give to any holder or proposed holder of a mortgage, deed of trust, sale and leaseback or other form of conveyance a statement in recordable form as to whether such mortgage, deed of trust, sale and leaseback or other form of conveyance is permitted hereunder to secure all of the advances and indebtedness stated by the terms of the applicable financing documents. Except as set forth in such statement, such a statement shall estop Landlord from asserting that such mortgage, deed of trust, sale and leaseback or other form of conveyance is not permitted hereunder, but shall create no liability on Landlord, and, if the same states that such conveyance is not permitted, shall set forth the reasons therefor in reasonable detail. In making a request for such statement, Tenant shall furnish Landlord copies of such financing documents as are required to permit Landlord to make the determination whether such conveyance is permitted hereby. In no event, however, shall any failure by Tenant or other party to comply with the terms of any Mortgage, including without limitation the use of any proceeds of any debt, the repayment of which secured by a Mortgage, be deemed to invalidate the lien of a Mortgage.

(c) Mortgagee Not Obligated to Construct. A Mortgagee, including the successors, assigns or designees of the Holder, is not obligated to complete any construction of the Improvements or to guarantee such completion; and no covenant or any other provision of this Lease may be construed to obligate the Mortgagee or its successors, assigns or designees. However, if a Mortgagee undertakes to complete or guarantee the completion of the construction of the Improvements, nothing in this Lease will be deemed or construed to permit or authorize a Mortgagee or its successors, assigns or designees to devote the Commercial Parcel or any portion thereof to any uses, or to construct any Improvements on the Commercial Parcel, other than those uses or Improvements authorized under Section 15.1 and any reasonable modifications in

plans proposed by a Mortgagee or its successors in interest proposed for the viability of the Commercial Project approved by the City in its reasonable discretion. To the extent any Mortgagee or its successors in interest wish to change such uses or construct different improvements, Mortgagee or its successors in interest must obtain the advance written consent of the City.

(d) Failure of Mortgage to Complete Construction. In any case where six (6) months after assumption of obligations under Section 35.4(c) above, a Mortgagee, having first exercised its option to complete the construction, has not proceeded diligently with completion of the construction, the City will have all the rights against the Mortgagee it would otherwise have against Tenant under this Lease for events or failures occurring after

35.5 Interest Covered by Mortgage.

A Mortgage recorded for the Commercial Parcel shall cover no interest in any real property other than (a) Tenant's leasehold interest in the Commercial Parcel and fee interest in the Improvements thereon or some portion thereof, (b) any subleases thereon, if applicable, (c) any Personal Property of Tenant, (d) Tenant's interest, and (e) real property interests of Tenant directly related to Tenant's interest in or use of the foregoing interests described in clauses (a)-(d), unless expressly approved by Landlord.

35.6 Institutional Lender; Other Permitted Mortgagees. A Mortgage may be given only to a lender which shall have been approved in writing by Landlord.

35.7 Rights Subject to Lease.

(a) Rights Acquired by a Mortgagee. All rights acquired by a Mortgagee under any Mortgage shall be subject to each and all of the covenants, conditions and restrictions set forth in this Lease, and to all rights of Landlord hereunder, none of which covenants, conditions and restrictions is or shall be waived by Landlord by reason of the giving of such Mortgage.

(b) Mortgagee's Rights to Prevent Termination. Subject to the terms and conditions of Section 35.10 below, each Mortgagee has the right, but not the obligation, at any time before termination of this Lease and without payment of any penalty other than the interest on unpaid rent, to pay all of the rents due under this Lease, to effect any insurance, to pay any taxes and assessments, to make any repairs and improvements, to do any other act or thing required of Tenant or necessary and proper to be done in the performance and observance of the agreements, covenants, and conditions of this Lease to prevent a termination of this Lease to the same effect as if the same had been made, done, and performed by Tenant instead of by Mortgagee.

35.8 Required Provisions of any Mortgage. Except for the First Mortgage Lender, Tenant agrees to have any Mortgage provide the following:

(a) That the Mortgagee shall by registered or certified mail give written notice to Landlord of the occurrence of any event of default under the Mortgage;

(b) That Landlord shall be given notice at the time any Mortgagee initiates any foreclosure action. It shall not be deemed a breach of this Lease if Landlord acknowledges compliance with this Section 35.8 in a separate agreement entered into with a Mortgagee.

(c) In the event of a default or breach by Tenant under any Mortgage, and Tenant's failure to timely commence or diligently prosecute cure of such default or breach, Landlord may, at its option, cure such breach or default during the one hundred ten (110) days after the date that the Mortgagee files a notice of default. In such event, Landlord will be entitled to reimbursement

from Tenant of all costs and expenses reasonably incurred by the City in curing the default or breach. Landlord will also be entitled to a lien upon the leasehold estate or any portion thereof to the extent such costs and disbursements are not reimbursed by Tenant. Any such lien will be subject to the lien of any then-existing Mortgage authorized by this Lease, including any lien contemplated because of advances yet to be made. After ninety (90) days following the date of Mortgage filing a notice of default and expiration of all applicable cure periods of Tenant under the terms of the applicable Mortgage, the City will also have the right to assign Tenant's interest in the Lease to another entity, subject to all Mortgagees' (if any) written consent, and which consent may be conditioned, among other things, upon the assumption by such other entity of all obligations of Tenant under the Mortgage and the assignee meeting all reasonable underwriting standards of the Mortgage.

35.9 Notices to Mortgagee.

(a) Landlord's Notice to Mortgagee about Tenant's Default. If Tenant shall have granted any Mortgage and if the Mortgagee thereunder shall have given to Landlord written notice substantially in the form provided in Subsection (b), Landlord shall give to Mortgagee a copy of any and all notices of default or of the occurrence of an Event of Default from time to time given to Tenant by Landlord at the same time as and whenever any such notice shall be given by Landlord to Tenant, addressed to such Mortgagee at the address last furnished to Landlord. Landlord shall acknowledge in writing its receipt of the name and address of a Mortgagee so delivered to Landlord. No such notice by Landlord shall be deemed to have been given to Tenant unless and until a copy thereof shall have been so given to Mortgagee. Any such notices to Mortgagee shall be given in the same manner as provided in Section 28.2.

(b) Mortgagee's Notice Requesting Landlord to Notify Mortgagee. The Mortgagee under any Mortgage shall be entitled to receive notices from time to time given to Tenant by Landlord under this Lease in accordance with Subsection (a) above provided such Mortgagee shall have delivered a notice to Landlord in substantially the following form:

The undersigned does hereby certify that it is a Mortgagee, as such term is defined in that certain Lease entered into by and between the City and County of San Francisco, as Landlord, and CCDC New Asia Commercial LLC, as Tenant ("**Lease**"), of Tenant's interest in this Lease demising the Commercial Parcel. The undersigned hereby requests that copies of any and all notices from time to time given under this Lease to Tenant by Landlord be sent to the undersigned at the following address:

35.10 Mortgagee's Right to Cure. If Tenant, or Tenant's successors or assigns, shall mortgage this Lease in compliance with the provisions of this Section 35, then, so long as any such Mortgage shall remain unsatisfied of record, the following provisions shall apply, and Landlord may not terminate this Lease or enforce any of its remedies hereunder so long as any Mortgagee has a right to cure the applicable default of Tenant:

(a) Periods for Mortgagee to Cure Tenant's Default. In the case of any notice of default given by Landlord to Tenant and Mortgagee in accordance with this Lease, the Mortgagee shall have the same concurrent cure periods as are given Tenant under this Lease for remedying a default or causing it to be remedied, plus, in each case, an additional period of (30) days after the later to occur of (i) the expiration of such cure period provided Landlord has delivered timely notice to the Mortgagee in accordance with this Lease, or (ii) the date that Landlord has served a notice of default upon Mortgagee provided Mortgagee shall have the entirety of the applicable initial cure period available to it in addition to the stated thirty (30) day period, and Landlord shall accept such performance by or at the instance of the Mortgagee as if the same had been made by Tenant; provided, however, if such default cannot reasonably be cured or remedied within such additional thirty (30) period, such cure period shall be extended

(and no Event of Default shall be deemed to have occurred under this Lease) in Landlord's reasonable discretion so long as the Mortgagee commences the cure or remedy within such period, and prosecutes the completion thereof with diligence and dispatch, subject to Force Majeure and delays caused by bankruptcy or insolvency proceedings.

(b) Instances When Landlord Would Forebear From Taking Action on Tenant's Default. Anything herein contained to the contrary notwithstanding, upon the occurrence of an Event of Default, other than an Event of Default due to a default in the payment of money or other default reasonably susceptible of being cured prior to Mortgagee obtaining possession (each of which shall be subject to the cure provision set forth in Section 35.10(a) above), Landlord shall take no action to effect a termination of this Lease if, prior to the expiration of the cure provision set forth in Section 35.10(a), including any extension granted by Landlord, a Mortgagee shall have (x) obtained possession of the Premises (including possession by a receiver), or (y) commenced foreclosure proceedings or otherwise acquire Tenant's interest under this Lease, and thereafter promptly prosecutes and completes such proceedings with diligence and dispatch (subject to Force Majeure and delays caused by bankruptcy or insolvency proceedings). A Mortgagee, upon acquiring Tenant's interest under this Lease, shall be required promptly to cure all other defaults for which the Mortgagee has received notice pursuant to Section 35.10 then reasonably susceptible of being cured by such Mortgagee. The foregoing provisions of this Subsection (b) are subject to the following: (i) no Mortgagee shall be obligated to continue possession or to continue foreclosure proceedings after the defaults or Events of Default hereunder referred to shall have been cured; (ii) nothing herein contained shall preclude Landlord, subject to the provisions of this Section, from exercising any rights or remedies under this Lease (other than a termination of this Lease to the extent otherwise permitted hereunder) with respect to any other Event of Default by Tenant during the pendency of such foreclosure proceedings; and (iii) such Mortgagee shall agree with Landlord in writing to comply during the period Landlord forbears from terminating this Lease with such of the terms, conditions and covenants of this Lease as are reasonably susceptible of being complied with by such Mortgagee prior to obtaining possession of the Premises. Notwithstanding anything to the contrary, including an agreement by Mortgagee given under clause (iii) of the preceding sentence, Mortgagee shall have the right at any time to notify Landlord that it has relinquished possession of the Premises or that it will not institute foreclosure proceedings or, if such foreclosure proceedings have commenced, that it has discontinued them, and, in such event, the Mortgagee shall have no further liability under such agreement from and after the date it delivers such notice to Landlord, and, thereupon, Landlord shall be entitled to seek the termination of this Lease as otherwise herein provided. Upon any such termination, the provisions of Section 35.10(d) shall apply. Notwithstanding anything to the contrary contained herein, in no event shall the First Mortgage Lender be required, as a condition to preventing the termination of this Lease, or obtaining a new ground lease hereunder, to (A) cure any default by Tenant under Section 35.8(c) of this Lease, or (B) the cure any default by Tenant in the payment of any amounts payable by Tenant under any indemnification provisions of this Lease, and upon completion of a foreclosure (or deed in lieu thereof), all such defaults shall automatically be deemed cured and waived.

(c) Court Action Preventing Foreclosure. If a Mortgagee is prohibited by any process or injunction issued by any court or because of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving Tenant from commencing or prosecuting foreclosure or other appropriate proceedings in the nature of foreclosure, the times specified in Sections 35.10(a) and 35.10(b) above for commencing or prosecuting such foreclosure or other proceedings will be extended for the period of such prohibition. If this Lease is terminated or rejected by Tenant in bankruptcy, then Landlord agrees to enter into a new ground lease with the Lender (or its designee) as set forth in Section 35.10(d) below.

(d) Landlord's Notice to Mortgagee Upon Lease Termination and Mortgagee's Option. In the event of the termination of this Lease prior to the expiration of the Term, except

(i) by eminent domain, or (ii) as the result of damage or destruction as provided in Article 10, Landlord shall serve upon the Mortgagee written notice that this Lease has been terminated, together with a statement of any and all sums which would at that time be due under this Lease but for such termination, and of all other defaults, if any, under this Lease then known to Landlord. The Mortgagee shall thereupon have the option to obtain a new Lease in accordance with land upon the following terms and conditions:

(i) Upon the written request of the Mortgagee, within thirty (30) days after service of such notice that this Lease has been terminated, Landlord shall enter into a new lease of the Premises with the most senior Mortgagee giving notice within such period;

(ii) If there is more than one Mortgagee, Landlord will offer the new lease to each Mortgagee in the order of priority until accepted; and

(iii) Such new Lease shall be entered into at the reasonable cost of the Mortgagee thereunder, shall be effective as of the date of termination of this Lease, and shall be for the remainder of the Term and at the Ground Rent and upon all the agreements, terms, covenants and conditions hereof, including any applicable rights of renewal or extension. Such new Lease shall require the Mortgagee to perform any unfulfilled obligation of Tenant under this Lease which is reasonably susceptible of being performed by such Mortgagee other than obligations of Tenant with respect to construction of the Improvements, which obligations shall be performed by Mortgagee in accordance with this Lease. Upon the execution of such new Lease, the Mortgagee shall pay any and all sums which would at the time of the execution thereof be due under this Lease but for such termination, and shall pay all expenses, including reasonable counsel fees, court costs and disbursements incurred by Landlord in connection with such defaults and termination, the recovery of possession of the Premises, and the preparation, execution and delivery of such new Lease. Upon the execution of such new Lease, Landlord shall allow the Mortgagee, and such Mortgagee shall be entitled to, an adjustment in Ground Rent in an amount equal to the net income derived by Landlord from the Premises during the period from the date of termination of this Lease to the date of execution of such new Lease.

(e) Exercise of Mortgagee's Rights. Any rights of a Mortgagee under this Section, as amended hereby, may be exercised by or through its nominee or designee other than Tenant; provided, however, that no Mortgagee shall acquire title to this Lease through a nominee or designee which is not a person otherwise permitted to become Tenant hereunder; provided, further that a Mortgagee may acquire title to this Lease through a wholly owned (directly or indirectly) subsidiary of Mortgagee.

(f) Automatic Transfer of Tenant's Rights Under Subleases. If applicable, effective upon the commencement of the term of any new Lease executed pursuant to Section 35.10(d), all subleases then in effect shall be assigned and transferred without recourse by Landlord to Mortgagee and all monies on deposit with Landlord which Tenant would have been entitled to use but for the termination or expiration of this Lease may be used by Mortgagee for the purposes of and in accordance with the provisions of such new lease. Between the date of termination of this Lease and the later of (1) the expiration of the election period for Mortgagee to elect to execute a new Lease or (2) if so elected by the Mortgagee, the commencement of the term of the new lease, Landlord shall not (i) enter into any new subleases, management agreements or agreements for the maintenance of the Premises or the supplies therefor which would be binding upon Mortgagee if Mortgagee enters into a new lease, (ii) cancel or materially modify any of the existing subleases, management agreements or agreements for the maintenance of the Premises or the supplies therefor, or (iii) accept any cancellation, termination or surrender thereof without the written consent of Mortgagee, which consent shall not be unreasonably withheld or delayed. Effective upon the commencement of the term of the new

lease, Landlord shall also transfer to Mortgagee, its designee or nominee (other than Tenant), without recourse, all Personal Property.

(g) Benefits Inure to Mortgagee Holder. Anything herein contained to the contrary notwithstanding, the provisions of this Section shall inure only to the benefit of the holders of the Mortgages which are permitted hereunder.

(h) Mortgagee's Written Consent Required for Material Revisions to this Lease. No agreement between Landlord and Tenant materially amending, terminating or surrendering this Lease, or election by Tenant not to continue this Lease as provided for herein, shall be valid or effective without Mortgagee's written consent.

(i) No Merger of Landlord and Tenant's Interests in this Lease Without Mortgagee's Consent. No union of the interests of Landlord and Tenant herein shall result in a merger of this Lease in the fee interest, so long as any Mortgage shall be unsatisfied, without Mortgagee's written consent.

(j) Mortgagee not Liable without Ownership of Leasehold Interest. Anything herein contained to the contrary notwithstanding, no Mortgagee, or its designee or nominee, shall become liable under the provisions of this Lease unless and until such time as it becomes, and then only for so long as it remains, the owner of this leasehold estate created hereby.

(k) Instances of When Mortgagee is Not Obligated to Cure an Event of Default. Except as provided herein, a Mortgagee, and its designee or nominee (other than Tenant), shall have no obligation to cure any Event of Default by Tenant under this Lease.

35.11 Assignment by Mortgagee. If a Mortgagee or a purchaser at a foreclosure sale shall acquire Tenant's interest in this Lease as a result of a sale under said Mortgage pursuant to a power of sale contained therein, pursuant to a judgment of foreclosure, through any transfer in lieu of foreclosure, or through settlement of or arising out of any pending or contemplated foreclosure, bankruptcy or insolvency action, or in the event a Mortgagee becomes Tenant under this Lease or any new Lease obtained pursuant to the terms hereof, such Mortgagee's or purchaser's right thereafter to assign or transfer this Lease or such new Lease shall be subject to the restrictions of Article 15. In the event Mortgagee subsequently assigns or transfers its interest under this Lease after acquiring the same by foreclosure or deed in lieu of foreclosure or subsequently assigns or transfers its interest under any new lease obtained pursuant to the terms thereof, and in connection with any such assignment or transfer, Mortgagee takes back a mortgage or deed of trust encumbering such leasehold interest to secure a portion of the purchase price given to Mortgagee for such assignment or transfer, then such mortgage or deed of trust shall be considered a Mortgage, and Mortgagee shall be entitled to receive the benefit and enforce the provisions of this Article and any other provisions of this Lease intended for the benefit of the holder of a Mortgage.

35.12 Preservation of Leasehold Benefits. Until such time as a Mortgagee notifies Landlord in writing that the obligations of Tenant under its Mortgage have been satisfied, the City agrees:

(i) That subject to Section 17.1 the City shall not voluntarily cancel or surrender this Lease, or accept a voluntary cancellation or surrender of this Lease by Tenant, or amend this Lease to materially increase the obligations of Tenant or the rights of Landlord under this Lease, without the prior written consent of the Mortgagee (which may not be unreasonably withheld or delayed);

(ii) That Landlord shall not enforce against a Mortgagee any waiver or election made by Tenant under this Lease that has a material adverse effect on the value of the leasehold estate

without the prior written consent of the Mortgagee (which will not be unreasonably withheld or delayed); and

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

ARTICLE 36 CITY REQUIREMENTS

36.1 Nondiscrimination.

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

(b) Others Bound by the Nondiscrimination Provisions. Any transferee, successor, assign, or holder of any interest in this Lease or the Premises, or any occupant or user thereof, whether by contract, lease, rental, sublease, license, deed or mortgage or otherwise, and whether or not any written instrument or oral agreement contains the foregoing prohibitions against discrimination, will be bound hereby and shall not violate in whole or part, directly or indirectly, these nondiscrimination requirements. In addition, Tenant shall incorporate by reference in all subleases and other subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subtenants and other subcontractors to comply with such provisions. Tenant's failure to comply with the obligations in this subsection shall constitute a material breach of this Lease.

(c) Nondiscrimination in Benefits. Tenant does not as of the date of this Lease and will not during the Term, in any of its operations in San Francisco or where the work is being performed for the City, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits (collectively "**Core Benefits**") as well as any benefits other than the Core Benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local Law authorizing such registration, subject to the conditions set forth in Section 12B.2 of the Administrative Code.

(d) CMD Form. As a condition to this Lease, Tenant shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division, to the extent applicable. Tenant hereby represents that prior to execution of this Lease, (i) Tenant executed and submitted to the CMD Form CMD-12B-101 with supporting documentation, and (ii) the CMD approved such form.

(e) Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the lease of City property are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Tenant shall comply fully

with and be bound by all of the provisions that apply to this Lease under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Tenant understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of Fifty Dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Lease may be assessed against Tenant and/or deducted from any payments due Tenant.

36.2 No Relocation Assistance; Waiver of Claims. Tenant acknowledges that it will not be a displaced person at the time this Lease is terminated or expires by its own terms, and Tenant fully RELEASES, WAIVES AND DISCHARGES forever any and all Claims against, and covenants not to sue, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any laws, including, without limitation, any and all claims for relocation benefits or assistance from City under federal and state relocation assistance laws (including, but not limited to, California Government Code Section 7260 et seq.), except as otherwise specifically provided in this Lease with respect to a Taking.

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

36.4 Tropical Hardwood and Virgin Redwood Ban. The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product. Except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, Tenant shall not provide any items to the construction of Tenant Improvements or alterations, or otherwise in the performance of this Lease which are tropical hardwoods, tropical hardwood wood products, virgin redwood, or virgin redwood wood products. In the event Tenant fails to comply in good faith with any of the provisions of Chapter 8 of the San Francisco Environment Code, Tenant shall be liable for liquidated damages for each violation in any amount equal to Tenant's net profit on the contract, or five percent (5%) of the total amount of the contract dollars, whichever is greater.

36.5 Restrictions on the Use of Pesticides. Chapter 3 of the San Francisco Environment Code (the Integrated Pest Management Program Ordinance or "**IPM Ordinance**") describes an integrated pest management ("**IPM**") policy to be implemented by all City departments. Tenant shall not use or apply or allow the use or application of any pesticides on the Premises or contract with any party to provide pest abatement or control services to the Premises without first receiving City's written approval of an IPM plan that (i) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Tenant may need to apply to the Premises during the term of this Lease, (ii) describes the steps Tenant will take to meet the City's IPM Policy described in Section 300 of the IPM Ordinance and (iii) identifies, by name, title, address and telephone number, an individual to act as Tenant's primary IPM contact person with the City. Tenant shall comply, and shall require all of Tenant's contractors to comply, with the IPM plan approved by the City and shall comply with the requirements of Sections 300(d), 302, 304, 305(f), 305(g), and 306 of the IPM Ordinance, as if Tenant were a City department. Among other matters, such provisions of the IPM Ordinance: (a) provide for the use of pesticides only as a last resort, (b) prohibit the use or application of pesticides on property owned by the City, except for pesticides granted an exemption under Section 303 of the IPM Ordinance (including pesticides included on the most current Reduced Risk Pesticide List compiled by City's Department of the

Environment), (c) impose certain notice requirements, and (d) require Tenant to keep certain records and to report to City all pesticide use at the Premises by Tenant's staff or contractors.

If Tenant or Tenant's contractor will apply pesticides to outdoor areas at the Premises, Tenant must first obtain a written recommendation from a person holding a valid Agricultural Pest Control Advisor license issued by the California Department of Pesticide Regulation ("CDPR") and any such pesticide application shall be made only by or under the supervision of a person holding a valid, CDPR-issued Qualified Applicator certificate or Qualified Applicator license. City's current Reduced Risk Pesticide List and additional details about pest management on City property can be found at the San Francisco Department of the Environment website, <http://sfenvironment.org/ipm>.

36.6 Sunshine Ordinance. In accordance with Section 67.24(e) of the San Francisco Administrative Code, contracts, contractors' bids, leases, agreements, responses to Requests for Proposals, and all other records of communications between City and persons or firms seeking contracts will be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract, lease, agreement or other benefit until and unless that person or organization is awarded the contract, lease, agreement or benefit. Information provided which is covered by this Section will be made available to the public upon request.

36.7 Conflicts of Interest. Through its execution of this Lease, Tenant acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said provisions, and agrees that if Tenant becomes aware of any such fact during the term of this Lease Tenant shall immediately notify the City. Tenant further certifies that it has made a complete disclosure to the City of all facts bearing on any possible interests, direct or indirect, that Tenant believes any officer or employee of the City presently has or will have in this Commercial Ground Lease or in the performance thereof or in any portion of the profits thereof. Willful failure by Tenant to make such disclosure, if any, will constitute grounds for City's termination and cancellation of this Commercial Ground Lease.

36.8 Prevailing Wage and Working Conditions.

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

(b) To the extent applicable, Tenant will include, and will require its subtenants, and Contractors and Subcontractors (regardless of tier), to include in any Construction Contract the Prevailing Wage Requirements, with specific reference to San Francisco Administrative Code

Section 23.61, and the agreement to cooperate in City enforcement actions. Each Construction Contract will name the City and County of San Francisco, affected workers, and employee organizations formally representing affected workers as third-party beneficiaries for the limited purpose of enforcing the Prevailing Wage Requirements, including the right to file charges and seek penalties against any Contractor or Subcontractor in accordance with San Francisco Administrative Code Section 23.61. Tenant's failure to comply with its obligations under this Section 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 San Francisco Administrative Code Section 23.61 against the breaching party. For the current Prevailing Rate of Wages, see www.sfgov.org/olse or call City's Office of Labor Standards Enforcement at 415-554-6235.

36.9 Prohibition of Tobacco Sales and Advertising. Tenant acknowledges and agrees that no advertising or sale of cigarettes or tobacco products is allowed on the Premises. This advertising prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit or other entity designed to (a) communicate the health hazards of cigarettes and tobacco products, or (b) encourage people not to smoke or to stop smoking. In addition, Tenant acknowledges and agrees that no Sales, Manufacture, or Distribution of Tobacco Products (as those 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.

36.10 Prohibition of Alcoholic Beverage Advertising. Tenant acknowledges and agrees that no advertising of alcoholic beverages is allowed on the Premises. For purposes of this section, "alcoholic beverage" shall be defined as set forth in California Business and Professions Code Section 23004, and shall not include cleaning solutions, medical supplies and other products and substances not intended for drinking. This advertising prohibition includes the placement of the name of a company producing, selling or distributing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product.

36.11 Requiring Health Benefits for Covered Employees. Unless exempt, Tenant agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated herein by reference and made a part of this Lease as though fully set forth. The text of the HCAO is available on the web at <http://www.sfgov.org/olse/hcao>. Capitalized terms used in this Section and not defined in this Lease shall have the meanings assigned to such terms in Chapter 12Q.

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

(b) Notwithstanding the above, if Tenant is a small business as defined in Section 12Q.3(d) of the HCAO, it shall have no obligation to comply with subsection (a) above.

(c) Tenant's failure to comply with the HCAO shall constitute a material breach of this Lease. City shall notify Tenant if such a breach has occurred. If, within thirty (30) days

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

(d) Any Subcontract entered into by Tenant shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Tenant shall notify City's Purchasing Department when it enters into such a Subcontract and shall certify to the Purchasing Department that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Tenant shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Tenant based on the Subcontractor's failure to comply, provided that City has first provided Tenant with notice and an opportunity to obtain a cure of the violation.

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

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

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

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

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

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

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

36.12 Notification of Limitations on Contributions. For the purposes of this Section, a "City Contractor" is a party that contracts with, or seeks to contract with, the City for the sale or leasing of any land or building to or from the City whenever such transaction would require the approval by a City elective officer, the board on which that City elective officer serves, or a board on which an appointee of that individual serves. Through its execution of this Agreement, Tenant acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and

Governmental Conduct Code, which prohibits a City Contractor from making any campaign contribution to (1) the City elective officer, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for that contract or twelve (12) months after the date that 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 \$100,000 or more. Tenant further acknowledges that (i) the prohibition on contributions applies to Tenant, each member of Tenant's board of directors, Tenant's chief executive officer, chief financial officer and chief operating officer, any person with an ownership interest of more than ten percent (10%) in Tenant, any subcontractor listed in the contract, and any committee that is sponsored or controlled by Tenant, and (ii) within thirty (30) days of the submission of a proposal for the contract, the City department seeking to enter into the contract must notify the Ethics Commission of the parties and any subcontractor to the contract. Additionally, Tenant certifies it 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 to the City, and has provided the names of the persons required to be informed to the City department seeking to enter into that contract within thirty (30) days of submitting its contract proposal to the City department receiving that submittal, and acknowledges the City department receiving that submittal was required to notify the Ethics Commission of those persons.

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

36.14 Resource Efficient City Buildings. Tenant acknowledges that the City and County of San Francisco has enacted San Francisco Environment Code Sections 700 to 713 relating to green building requirements for the design, construction, and operation of buildings owned or leased by City. Tenant hereby agrees that it shall comply with all applicable provisions of such code sections.

36.15 Food Service Waste Reduction. Tenant will comply with and is bound by all of the applicable provisions of the Food Service and Packaging Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided therein, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated into this Lease by reference and made a part of this Lease as though fully set forth. Accordingly, Tenant acknowledges that City contractors and lessees may not use Food Service Ware for Prepared Food in City Facilities and while performing under a City contract or lease (1) where the Food Service Ware is made, in whole or in part, from Polystyrene Foam, (2) where the Food Service Ware is not Compostable or Recyclable, or (3) where the Food Service Ware is Compostable and not Fluorinated Chemical Free. The capitalized terms (other than Tenant and City) in the previous sentence are defined in San Francisco Environment Code Section 1602.

36.16 San Francisco Packaged Water Ordinance. Tenant will comply with San Francisco Environment Code Chapter 24 (“**Chapter 24**”). Tenant may not sell, provide, or otherwise distribute Packaged Water, as defined in Chapter 24 (including bottled water), in the performance of this Lease or on City property unless Tenant obtains a waiver from City’s Department of the Environment. If Tenant violates this requirement, City may exercise all remedies in this Lease and the Director of City’s Department of the Environment may impose administrative fines as set forth in Chapter 24.

36.17 Criminal History in Hiring and Employment Decisions.

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

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

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

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

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

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

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

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

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

36.18 Reserved

36.19 Local Hiring Policy. Any undefined, initially-capitalized term used in this Section shall have the meaning given to such term in San Francisco Administrative Code Section 6.22(G) (the "**Local Hiring Policy**"). To the extent applicable, the Tenant Improvements and any alterations are subject to the Local Hiring Policy unless the cost for such Tenant Improvement Work or alteration is (i) estimated to be less than \$750,000 per building permit or (ii) meets any of the other exemptions in the Local Hiring Policy. Accordingly, as a condition of this Lease, Tenant agrees that it shall comply with the requirements of the Local Hiring Policy applicable to the Tenant Improvements or any Alteration and shall require its subtenants to comply with those requirements to the extent applicable. Before starting any Tenant Improvement Work or any Alteration, Tenant shall contact City's Office of Economic Workforce and Development ("**OEWD**") to verify if any Local Hiring Ordinance requirements apply to such Tenant Improvement Work or Alteration. Tenant shall comply with all such applicable requirements. Tenant's failure to comply with its obligations under this Section shall constitute a material breach of this Lease and may subject Tenant and its subtenants to the consequences of noncompliance specified in the Local Hiring Policy, including but not limited to penalties. Without limiting the foregoing:

(a) For a Covered Project estimated to cost more than \$750,000, Tenant and its subtenants shall comply with the applicable mandatory participation levels for Project Work Hours performed by Local Residents, Disadvantaged Workers, and Apprentices as set forth in San Francisco Administrative Code Section 6.22(G)(4).

(b) For a Covered Project estimated to cost more than \$1,000,000, Tenant and its subtenants shall prepare and submit a local hiring plan to OEWD for approval as set forth in San Francisco Administrative Code Section 6.22(G)(6) prior to commencing any of the work subject to the Local Hiring Policy.

(c) Tenant and its subtenants shall comply with the applicable record keeping and reporting requirements and shall cooperate in City inspections and audits for compliance with the Local Hiring Policy, including access to employees of its contractors and subcontractors and other witnesses at the Premises.

(d) Tenant agrees that (i) Tenant shall comply with all applicable requirements of the Local Hiring Policy; (ii) the provisions of the Local Hiring Policy are reasonable and achievable by Tenant and its subtenants; and (iii) Tenant has had, and its subtenants will have prior to signing their subleases for the Premises, a full and fair opportunity to review and understand the terms of the Local Hiring Policy.

36.20 Public Transit Information. Tenant shall establish and carry on during the Term a program to encourage maximum use of public transportation by personnel of Tenant employed on the Premises, including, without limitation, the distribution to such employees of written materials explaining the convenience and availability of public transportation facilities adjacent

or proximate to the Commercial Parcel and encouraging use of such facilities, all at Tenant's sole expense.

36.21 First Source Hiring. Tenant and City are parties to the First Source Agreement attached to this Lease as Exhibit pursuant to San Francisco Administrative Code, Chapter 83 (the "**First Source Agreement**"). Any default by Tenant under the First Source Agreement shall be a default under this Lease.

36.22 Graffiti Removal. Tenant agrees to remove all graffiti from the Premises within forty-eight (48) hours of the earlier of Tenant's: (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a tenant to breach any lease or other agreement that it may have concerning its use of the real property.

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

36.24 Vending Machines; Nutritional Standards. Tenant may not install or permit any vending machine on the Premises without the prior written consent of the Director of Real Estate. Any permitted vending machine will comply with the food and beverage nutritional standards and calorie labeling requirements set forth in San Francisco Administrative Code Section 4.9-1(c), as may be amended from time to time (the "**Nutritional Standards Requirements**"). Tenant will incorporate the Nutritional Standards Requirements into any contract for the installation of a vending machine on the Premises or for the supply of food and beverages to that vending machine. Failure to comply with the Nutritional Standards Requirements or to otherwise comply with this Section 36.24 will be a material breach of this Lease. Without limiting Landlord's other rights and remedies under this Lease, Landlord will have the right to require the immediate removal of any vending machine on the Premises that is not permitted or that violates the Nutritional Standards Requirements.

36.25 All-Gender Toilet Facilities. If applicable, Tenant will comply with San Francisco Administrative Code Section 4.1-3 requiring at least one all-gender toilet facility on each floor of the Building where extensive renovations are made. An "all-gender toilet facility" means a toilet that is not restricted to use by persons of a specific sex or gender identity by means of signage, design, or the installation of fixtures, and "extensive renovations" means any renovation where the construction cost exceeds 50% of the cost of providing the toilet facilities required by Administrative Code Section 4.1-3. If Tenant has any question about applicability or compliance, Tenant should contact the Director of Property or MOHCD for guidance.

36.26 Tenant's Compliance with City Business and Tax Regulations Code. Tenant 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 Tenant under this Lease is withheld, then City will not be in breach or default under this Lease, and the Treasurer and Tax Collector will authorize release of any payments withheld under this paragraph to Tenant, without interest, late fees, penalties, or other charges, upon Tenant coming back into compliance with its San Francisco Business and Tax Regulations Code obligations.

36.27 Consideration of Salary History. In addition to Tenant's obligations as an employer under San Francisco Police Code Article 33J, Tenant must comply with San Francisco

Administrative Code Chapter 12K. For each employment application to Tenant for work of eight (8) or more hours per week at the Premises, Tenant must not consider the applicant's current or past salary (a “**Salary History**”) in deciding whether to hire the applicant or what salary to offer the applicant unless the applicant voluntarily discloses that Salary History without prompting. In addition, Tenant must not (1) ask those applicants about their Salary History, (2) refuse to hire, or otherwise disfavor, injure, or retaliate against applicants that do not disclose their Salary History, or (3) disclose a current or former employee's Salary History without that employee's authorization unless it is required by law, publicly available, or subject to a collective bargaining agreement. Tenant is subject to the posting, enforcement, and penalty provisions in Chapter 12K. Information about Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>.

36.28 GASB 87 Lease Accounting. The Governmental Accounting Standards Board (GASB), an independent organization that establishes accounting and financial reporting standards for U.S. state and local governments, issued Statement 87 to improve certain reporting and accounting practices. In connection with GASB 87, Tenant agrees to complete a checklist provided by the City within thirty (30) days of the Effective Date in order to facilitate the City's collection and evaluation of information for City's financial reporting purpose.

ARTICLE 37 GENERAL PROVISIONS

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

37.2 Amendments. Neither this Lease nor any terms or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the party against which the enforcement of the change, waiver, discharge or termination is sought. No waiver of any breach shall affect or alter this Lease, but each and every term, covenant and condition of this Lease shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

37.3 Authority. If Tenant signs as a corporation or a partnership, each of the persons executing this Lease on behalf of Tenant does hereby covenant and warrant that Tenant is a duly authorized and existing entity, that Tenant has and is qualified to do business in California, that Tenant has full right and authority to enter into this Lease, and that each and all of the persons signing on behalf of Tenant are authorized to do so. Upon Landlord's request, Tenant shall provide Landlord with evidence reasonably satisfactory to City confirming the foregoing representations and warranties.

37.4 Survival of Indemnities. Termination of this Lease shall not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this Lease, nor shall it affect any provision of this Lease that expressly states it shall survive termination hereof.

ARTICLE 38 RECORDATION OF LEASE

Landlord and Tenant shall record on, or as of, the Effective Date a memorandum of this Lease for the Premises, substantially in the form and substance as set forth in Exhibit 3, in the Official Records. This Commercial Ground Lease shall not be recorded.

ARTICLE 39 ENTRY

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

(a) to determine whether the Premises is in good condition and to inspect the Premises (including soil borings or other Hazardous Substance investigations);

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

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

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

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

39.2 Emergency Entry. In the event of any emergency, as reasonably determined by the City, at its sole option and without notice, the City may enter the Premises and alter or remove any Improvements or Tenant's personal property on or about the Premises as reasonably necessary, given the nature of the emergency. The City will have the right to use any and all means the City considers appropriate to gain access to any portion of the Premises in an emergency, in which case, the City will not be responsible for any damage or injury to any property, or for the replacement of any property, and no emergency entry may be deemed to be a forcible or unlawful entry onto or a detainer of the Premises, or an eviction, actual or constructive, of Tenant from the Premises or any portion thereof.

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

39.4 No Abatement. Tenant will not be entitled to any abatement in Base Rent if the City exercises any rights reserved in this Article, subject to Section 39.3 above.

39.5 Reasonable Conduct. The City will use its reasonable good faith efforts to conduct any activities on the Premises allowed under this Article in a manner that, to the extent practicable, will minimize any disruption to Tenant's use of the Premises as permitted by this Lease.

ARTICLE 40 LIST OF EXHIBITS

The following Exhibits are attached and by this reference incorporated into this Lease as if fully set forth above:

- Exhibit 1 Legal Description of Site
- Exhibit 2 Commercial Parcel Legal Description
- Exhibit 3 Form of Memorandum of Commercial Ground Lease

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

LANDLORD:

CITY AND COUNTY OF SAN FRANCISCO, a
municipal corporation

By: _____
Sarah R. Oerth
Director of Property

Recommended:

By: _____
Daniel Adams, Director
Mayor's Office of Housing and Community
Development

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: _____
Jessica-Alfaro Cassella
Deputy City Attorney

TENANT:

CCDC NEW ASIA COMMERCIAL LLC,
a California limited liability company

By: Chinatown Community Development
Center, a California nonprofit public
benefit corporation, its manager

By: _____
Malcolm Yeung
Chief Executive Officer

By: New Asia Housing LLC,
a California limited liability
company, its general
partner

By: _____
Malcolm Yeung,
Chief Executive
Officer

EXHIBIT 1

Legal Description of Site

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

Land Parcel

Parcel 1 as shown on Parcel Map 12713, filed _____, 202__ in Book ____ of Parcel Maps, Pages ____ through _____, Official Records of the City and County of San Francisco.

Commercial Parcel

Parcel 2 as shown on Parcel Map 12713, filed _____, 202__ in Book ____ of Parcel Maps, Pages ____ through _____, Official Records of the City and County of San Francisco.

Residential Parcel

Parcel 3 as shown on Parcel Map 12713, filed _____, 202__ in Book ____ of Parcel Maps, Pages ____ through _____, Official Records of the City and County of San Francisco.

EXHIBIT 2

Commercial Parcel Legal Description

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

Parcel 2 as shown on Parcel Map 12713, filed _____, 202__ in Book ____ of Parcel Maps, Pages ____ through _____, Official Records of the City and County of San Francisco.

EXHIBIT 3

Free Recording Requested Pursuant to
Government Code Section 27383

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

APN: Block 0161, [Lots] (formerly Lot [])
Address: 772 Pacific Avenue, San Francisco, CA

-----Space Above This Line for Recorder's Use-----

MEMORANDUM OF COMMERCIAL GROUND LEASE

This Memorandum of Commercial Ground Lease (“**Memorandum**”) is entered into as of [____], 2026 by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through its Real Estate Division and the Mayor’s Office of Housing and Community Development (“**City**” or “**Landlord**”), and **CCDC NEW ASIA COMMERCIAL LLC**, a California limited liability company (“**Tenant**”), with respect to that certain Commercial Ground Lease (the “**Lease**”) dated as of [____], 2026 between City and Tenant.

Pursuant to the Lease, City hereby leases to Tenant and Tenant leases from City the real property more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the “**Property**”). The Lease will commence on the date set forth above and will end on [], unless terminated earlier or extended pursuant to the terms of the Lease.

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

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

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

[Signatures Appear on the Following Page]

Executed as of _____, 2026 in San Francisco, California.

LANDLORD:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Sarah R. Oerth
Director of Property

Recommended:

By: _____
Daniel Adams, Director
Mayor's Office of Housing and
Community Development

TENANT:

CCDC NEW ASIA COMMERCIAL LLC,
a California limited liability company

By: Chinatown Community Development Center,
a California nonprofit public benefit
corporation, its manager

By: _____
Malcolm Yeung
Chief Executive Officer

By: New Asia Housing LLC,
a California limited liability
company, its general partner

By: _____
Malcolm Yeung,
Chief Executive Officer

APPROVED AS TO FORM:

DAVID CHIU,

City Attorney

By: _____
Jessica-Alfaro Cassella
Deputy City Attorney

[ALL SIGNATURES MUST BE NOTARIZED]

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

State of California)

County of San Francisco)

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

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

WITNESS my hand and official seal.

Signature: _____

(Seal)

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

State of California)
County of San Francisco)

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

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

WITNESS my hand and official seal.

Signature: _____

(Seal)

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

State of California)

County of San Francisco)

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

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

WITNESS my hand and official seal.

Signature: _____

(Seal)

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

State of California)
County of San Francisco)

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

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

WITNESS my hand and official seal.

Signature: _____

(Seal)

EXHIBIT A
Commercial Parcel Legal Description of the Property

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

Parcel 2 as shown on Parcel Map 12713, filed _____, 202__ in Book ____ of Parcel Maps, Pages ____ through _____, Official Records of the City and County of San Francisco.

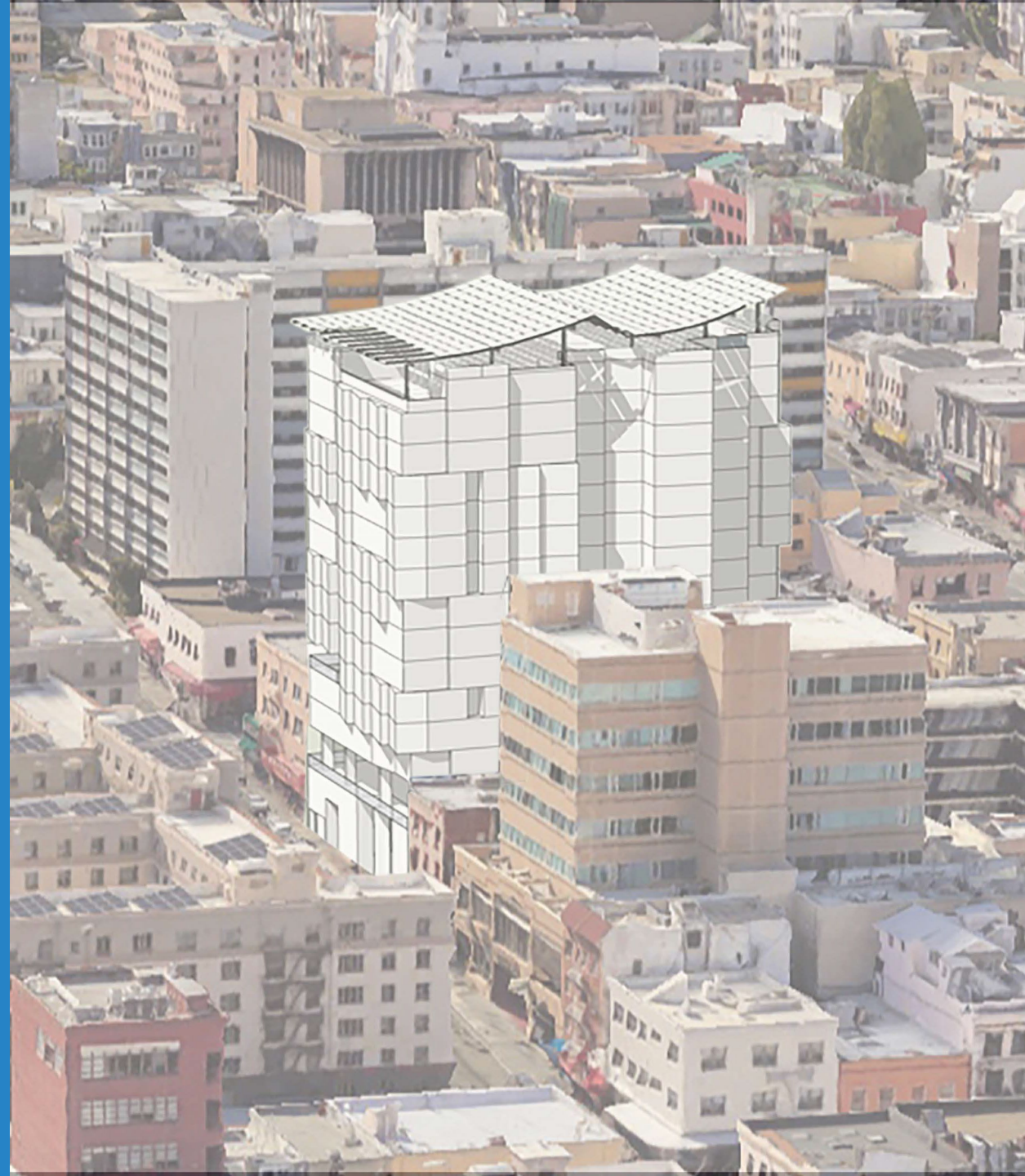
758 + 772 Pacific Affordable Housing

Files #260793 & #260794

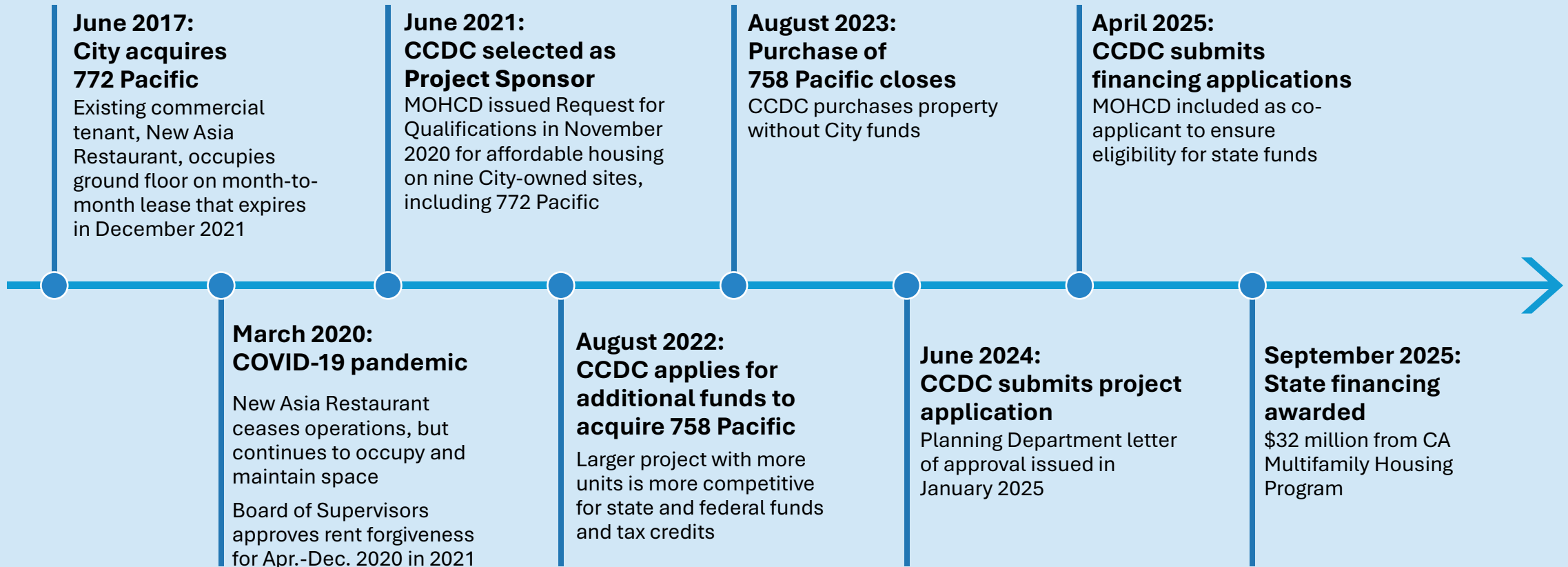
Board of Supervisors
Budget and Finance Committee
July 22, 2026



MAYOR'S OFFICE OF
HOUSING & COMMUNITY DEVELOPMENT



Project Timeline



Today's Resolutions

FILE #260793

Transfer ownership of 758 Pacific from Project Sponsor to City

- Ensures long-term affordability

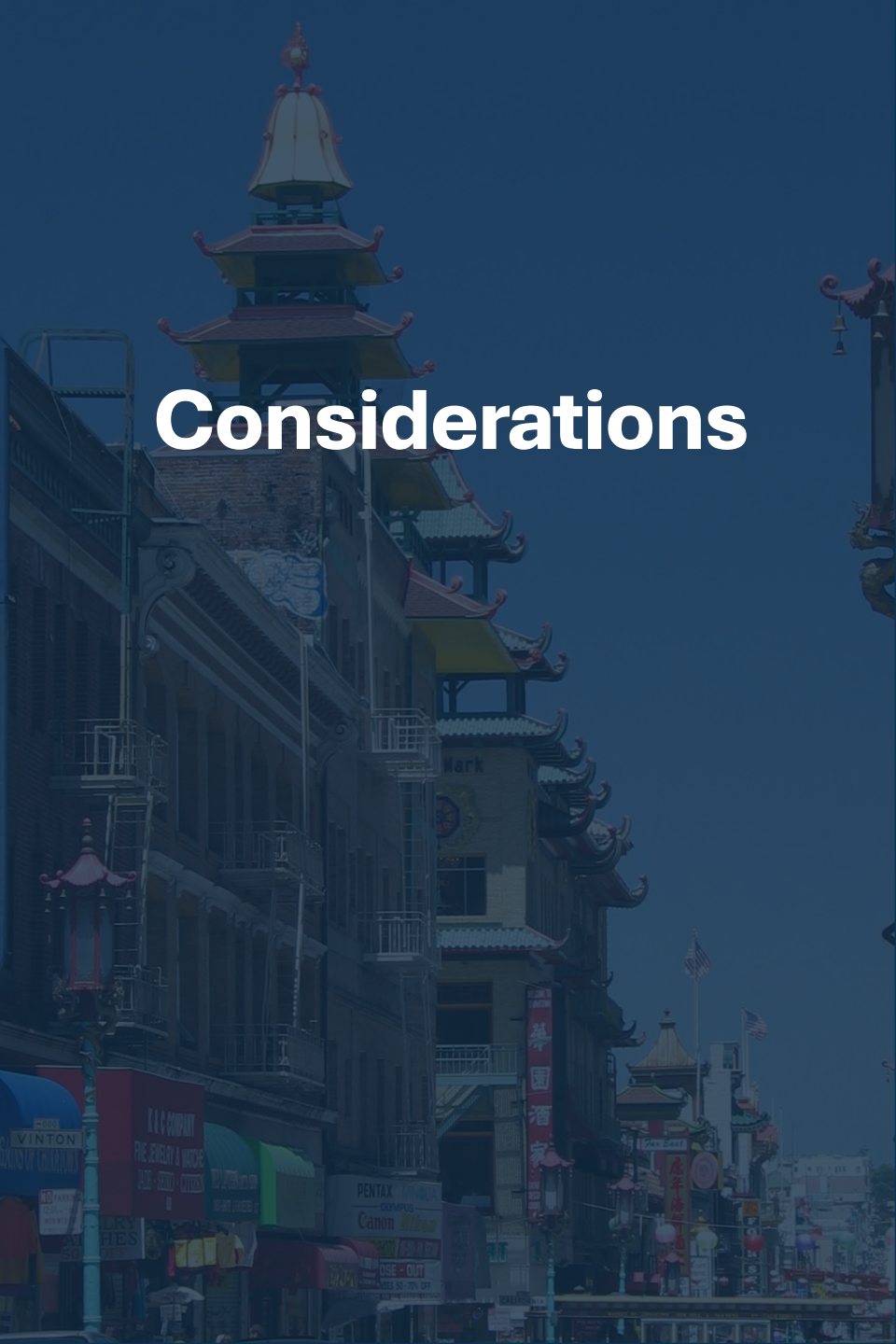
Authorize new residential and commercial ground leases with Sponsor for Project development

Amend loan agreement to increase predevelopment financing to \$13.6M

Enables the project to move toward construction of 175 units of 100% senior housing & commercial space.

FILE #260794

- Forgives approximately \$1,172,500 of approximately \$1,507,500 in outstanding rent owed by the commercial tenant
- Reduces the monthly base rent from \$22,500 to \$5,000 for the remaining duration of the tenant's month-to-month occupancy
- Leaves a remaining balance of approximately \$335,000 owed to the City
- Requires the tenant to vacate the property by September 30, 2026
- Demolition anticipated October 2026; construction start March 2027



Considerations

Funding secured; timeline critical

- \$32M MHP + \$74M tax credit equity secured
- Tenant must vacate by Sept. 30, 2026 to protect construction start

Cost savings — keep site occupied

- Avoids ~\$500K/year in vacant-site costs
- 24-hr security, rodent & graffiti abatement, repairs

Community asset

- Banquet Hall is Chinatown anchor since 1987
- Starter jobs, community gatherings, neighborhood grocery
- Strong community support

Thank you

MOHCD Staff:

Robert Baca, Housing Director

Omar Masry, Project Manager

Sheila Nickolopoulos, Director of Policy and Legislative Affairs

Chinatown Community Development Center:

Bo Han, Associate Director, Housing Development

**APPRAISAL REPORT
IMPROVED MIXED-USE PARCEL
758 PACIFIC AVENUE
SAN FRANCISCO, CALIFORNIA 94133**



JAMES G. PALMER
APPRAISALS INC.

**APPRAISAL REPORT
COMMERCIAL PROPERTY
758 PACIFIC AVENUE
SAN FRANCISCO, CALIFORNIA 94133**

**PREPARED FOR
CHINATOWN COMMUNITY DEVELOPMENT CENTER
1515 VALLEJO STREET – 4TH FLOOR
SAN FRANCISCO, CALIFORNIA 94109**

**PREPARED BY
GREGG J. PALMER, MAI
JAMES G. PALMER APPRAISALS, INC.**

**EFFECTIVE DATE OF VALUE
MAY 6, 2026
EFFECTIVE DATE OF APPRAISAL
JUNE 15, 2026**

June 15, 2026

Ms. Bo Han – Senior Project Manager
Chinatown Community Development Center
1515 Vallejo Street
San Francisco, CA 94109

Re: Market Valuation
Commercial Building
758 Pacific Avenue
San Francisco, California 94133

Dear Ms. Han:

At your request and authorization, James G. Palmer Appraisals Inc. has developed and prepared an appraisal report on the above-mentioned real property, more particularly described in the enclosed document.

The appraisal report has been prepared to comply with the requirements of:

- Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1987 (FIRREA).
- The Uniform Standards of Professional Appraisal Practice (USPAP) promulgated by the Appraisal Standards Board of the Appraisal Foundation.
- The Federal Deposit Insurance Corporation (FDIC) appraisal standards, which include compliance with USPAP.
- The Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The 2024 edition of USPAP states that under Standards Rules 2-2, 8-2 and 10-2, each written real property appraisal report must be prepared under one of the following two formats: Appraisal Report [Standards Rules 2-2(a), 8-2(a) and 10.2(a)] or Restricted Use Appraisal Report [Standards Rules 2-2(b), 8-2(b) and 10-2(b)]. In the case of this report, the appraisal is being communicated in an **Appraisal Report (2-2(a))** format.

The property consists of a mixed-use commercial and residential property located in the Chinatown neighborhood of the City of San Francisco. The purpose of the appraisal was to arrive at an opinion of the market value of the fee simple estate of the property, the value to be used to demonstrate the current market value of the property. The effective date of valuation is as of May 6, 2026. In the appraisal, a single value will be concluded. The value reported herein is not subject to the hypothetical conditions.

The following value is subject to the value definitions and limiting conditions as set forth in this report. The value is subject to hypothetical conditions as outlined in the report.

In the opinion of the undersigned, the value of the real property as of the date of value is as follows:

OPINIONS OF VALUE

HYPOTHETICAL AS VACANT

\$2,150,000.00

The undersigned hereby certify that they have no present or future intended interest in the property, and that neither the fee nor employment for this assignment was contingent upon the value reported herein and that there exists no identity of interest with the development partner(s), project sponsor, intended partner(s) or general contractor. It is also the opinion of the undersigned that the subject has no significant natural, cultural, recreational or historic value. This letter must remain attached to the report in order for the value opinion set forth to be considered valid.

This appraisal is only valid for the purpose for which it is intended. It is invalid for third-party use outside of the intended users or to establish a sales price for limited partners or syndication. Unless prior arrangements have been made with the appraiser, the right to photocopy all or part of this appraisal is strictly prohibited.

Thank you for this opportunity of serving you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gregg J. Palmer', written over a horizontal line.

Gregg J. Palmer, MAI
Certified General Real Estate Appraiser
California License AG002880
Expiration: April 24, 2028

GP: 10263C

Executive Summary

PROPERTY DESCRIPTION

Property Name	Prospective Development Parcel
Address	758 Pacific Avenue
City, State, Zip	San Francisco, California 94133
County	San Francisco
MSA	San Francisco – Oakland – San Jose
Property Type	Potential Development City

Site Description

Site Area	1,950 SF
Road Frontage (LF)	20' – NS Pacific Avenue
Orientation	Interior
Shape	Rectangular
Zoning	CRNC
Description	Chinatown Residential Neighborhood Commercial
Flood Zone	Zone X – FEMA #0602980116A

Improvement Description

Building Area	3,582 SF
Year Built	1926
Quality	Average Good
Condition	Average
Market Class	"C"
Construction Type	"C"

Real Estate Tax Data

Assessor Parcel Number(s)	0161-014
Total Assessed Value	\$805,696.00
Real Estate Taxes	\$10,336.52

MARKET BOUNDARIES

North	Chinatown
South	Chinatown
East	Chinatown
West	Chinatown

HIGHEST & BEST USE

Land as Vacant	Residential
Property as Improved	Residential

PROPERTY VALUATION

Valuation Type	Current
Sales Comparison Approach	\$2,150,000
Cost Approach	Not Included
Income Capitalization Approach	Not Included
Final Value Opinion	\$2,150,000

APPRAISAL DATES

Inspection Date	May 6, 2026
Report Date	June 15, 2026
Date of Valuation	May 6, 2026
Exposure Time	<6 Months

APPRAISAL REPORT

I. Purpose of Appraisal:

The purpose of the appraisal is outlined in the covering letter. The definition of "market value" is:

Market Value:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:"

- a. buyer and seller are typically motivated;
- b. both parties are well informed or well advised, and each acting in what he considers his own best interest;
- c. a reasonable time is allowed for exposure in the open market;
- d. payment is made in terms of cash in US dollars or in terms of financial arrangements comparable thereto; and
- e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale." (Federal Deposit Insurance Corporation (FDIC) Final Rules 12 CFR § 323.2)

II. Property Right Appraised:

The property right is the fee simple estate. The definitions are follows:

Fee Simple Estate:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation,

eminent domain, police power, and escheat." (The Dictionary of Real Estate Appraisal, Seventh Edition, pub. 2022)

III. Function of Appraisal:

The appraisal assignment is to provide a market valuation of an improved commercial property located in San Francisco, California. The clients include Chinatown Community Development Center. The intended user(s) include Chinatown Community Development Center, CDLAC, TCAC and The City of San Francisco. The intended use is to assist the client(s) in demonstrating the current market value of the property on an as-is basis.

IV. Extraordinary Assumptions:

In the preparation of the report, various documents were used as obtained from the client, property owner and public records. The records used include but are not limited to site and building plans, legal descriptions, site sizes, assessment records, leases and building areas. While every effort is made to assure the accuracy of these documents, no guarantee is made as to their accuracy or correctness. It is assumed that these documents are accurate, true and correct as they are considered in the preparation of the report.

V. Hypothetical Conditions:

The value reported herein is not subject to hypothetical conditions.

VI. Scope of Appraisal:

The scope of this report may include some or all of the following:

- 1) A physical inspection of the property.
- 2) Interviews with persons considered knowledgeable as to real estate values in the area.
- 3) Inquiry into and documentation of current data.

- 4) Analysis of the data obtained and correlation of the findings into final value estimates.

The data contained in this report was obtained from a variety of sources, is considered reliable, and has been utilized to document the valuation conclusions.

The appraisal assignment is to provide a market valuation of a mixed use commercial and residential property located along Pacific Avenue in the Chinatown neighborhood in San Francisco. The site contains 1,950 SF and is improved with a 2-story mixed-use commercial and residential building. The purpose of this appraisal is to provide an opinion of the current market value of the property as it is improved.

In valuing the project, all three traditional approaches to value will be considered. These include the Sales Comparison, Cost, and Income Capitalization Approaches. In this instance, only the sales comparison approach is used.

In the Sales Comparison Approach, a value estimate will be provided through an analysis of similar properties that have been sold throughout similar areas. Several sales were found that were used in the analysis. Sales were obtained from a variety of sources including brokerage firms, Costar and county assessor records. When possible, the sales were verified with the buyer or seller or individual knowledgeable with the sale transaction. It was necessary to extend the search for sales outside of the immediate neighborhood.

Because of the assignment conditions, the cost and income capitalization approaches are unused. As such, the sales comparison approach is considered the most appropriate method of valuation at the present time.

In summary, the appraisal assignment is to provide a market valuation of a mixed-use commercial and residential property located in the Chinatown neighborhood of San Francisco, California. The intended use is to assist the client in demonstrating the current market value of the property on an as-is basis. The client is the

Chinatown Community Development Center and the intended users include Chinatown Community Development Center, CDLAC, TCAC and The City of San Francisco and or their assignees. The following sections of this report will outline and describe in detail the area, site, building improvements, and methods of valuation used to provide an opinion of value of the property.

VII. Addresses:

758 Pacific Avenue, San Francisco California 94133

VIII. Assessor Parcel Numbers:

0161-014 (San Francisco County Assessor)

IX. Legal Description:

The property is identified as follows: Beginning at a point on the Northerly line of Pacific Avenue, distant there on 137 feet and 6 inches easterly from the easterly line of Stockton Street; running thence easterly along said line of Pacific Avenue 20 feet to a point distant there on 42 feet westerly from the Westerly line of Pelton place; at a right angle northerly 97 feet and 6 inches; vents at a right angle, Westerly 20 feet; vents at a right angle, Southerly 97 feet and 6 inches to the point of beginning. Being a portion of 50 Vara Block No. 110.

X. Ownership:

County Assessor records show title to be vested in the name(s) of the following:
Chinatown Community Development Center

XI. Map Designations:

Census Tract:	108.00
Flood Hazard Area:	Zone X – FEMA #0602980116A

XII. Property History:

The property consists of a 2-story mixed use commercial and residential building having ground level commercial with a second story residential unit. The commercial unit is occupied by a restaurant. Both units are occupied by the same individual. The site contains 1,950 SF and is zoned for mixed uses. According to public records, the building contains 3,582 SF and was constructed in 1926.

The property transferred on August 8, 2023 for \$2,000,000. The seller was Arey K Mew and the buyer Chinatown Community Development Center. This was reportedly an arms-length transaction and included a short-term leaseback. The buyer intends to demise the building improvements and redevelop the property along with adjoining property to affordable housing.

More recently the property transferred from Chinatown Community Development Center to New Asia Housing, LP on August 8, 2023. This was a transfer to a partnership between related parties. No money was involved. This is not an arms-length transfer of the property.

There are no known listings, offers or pending escrows or sales of the property.

XIII. Assessed Value:

In 1978, California voters passed Proposition 13, which was also known as the Jarvis-Gann Initiative. This proposition was predominantly designed to decrease the tax burden on individual property owners and to restrict the increase in property value assessments to a maximum of 2% per year. Beginning in 1981/82, all real property in the State of California was assessed at its full cash value. Full cash value is equal to the market value as determined by the appraisal staff of the County Assessor's office. Under Proposition 13, all assessments were rolled back to their 1975/76 levels and this became the new tax basis. Re-assessment is only allowed when a property is sold or substantially changed or modified. The predominant tax rate is based upon 1% of the assessed value, plus any local county, city, or special district bonds. The annual property taxes are calculated by applying the tax rate for the area to the total assessed value of the property, including land, improvements,

and personal property items.

Proposition 13 was initially designed to protect elderly property owners who are on fixed incomes and assure them that their property would not be assessed at a rate which exceeded the ability to pay taxes. The following is a breakdown of the assessments for the property.

APN	Total	Improvements	Land	RE Taxes
0161-014	\$805,696.00	\$382,079.00	\$423,617.00	\$10,336.52

This type of unique tax system has caused a couple of interesting phenomenon in the California real estate market. In the first instance, since assessments are only allowed to increase by a maximum of 2% per year, actual market appreciation often exceeds the increase in the assessed value. When a property transfer does occur, it is reassessed and, therefore, a tremendous increase in property taxes typically occurs. This situation also leads to a second interesting phenomenon. Due to the fact that a full cash value assessment can only occur after a transfer of ownership, taxes can vary greatly from property-to-property in the same neighborhood and on similar property types. Thus, when appraising property in the State of California, it is important to be sensitive to the Proposition 13 restrictions and re-analyze the taxes assuming that a transfer of the property was to occur.

XIV. Regional Description:

The primary purpose in analyzing the region is to convey an understanding of the primary forces that influence value. This analysis is particularly useful in providing a background for the various value influences on the subject property, as well as forecasting possible future trends in property value and use. In general, the four factors that influence value can be summarized into four categories:

- ❖ **Environmental Forces**
- ❖ **Social Forces**
- ❖ **Economic Forces**
- ❖ **Government Forces**

Environment forces or “physical factors” are the natural and man-made features which affect the subject property and the surrounding area that it is located.

Social forces primarily influence property values through various population characteristics. It is very important to analyze an area’s population with respect to growth and decline, standards and requirements, as well as moral factors.

Economic forces tend to affect property values based upon the overall financial strength and viability of the region where the subject is located. When considering environmental forces, factors such as supply and demand, employment, expansion and economic base are considered.

Government forces can also have a great impact on property values through development policies, political climates, public services, and various other laws and restrictions.

It is important to analyze each of these four forces, as well as their associated characteristics, in order that a determination may be made as to specific impacts or influences on property values.

San Francisco Bay Area

The San Francisco Bay Area consists of the nine counties including San Francisco, San Mateo, Santa Clara, Alameda, Contra Costa, Solano, Napa, Sonoma, and Marin, situated on the perimeter of San Francisco Bay and San Pablo Bay. San Francisco is in the geographical and cultural center of the region. It is surrounded by Marin, Napa, Sonoma and Solano Counties to the north; Alameda and Contra Costa Counties to the east; and San Mateo and Santa Clara Counties to the south. The large land area and highly diversified physical features of the Bay Area support a wide range of land uses. Land uses range from large agricultural areas to major urban centers, and environments range from mountain to marine.

The large land area and highly diversified physical features of the Bay Area compose one of the most varied environments in the United States, and support a wide range of land uses and living environments. The dominant influence of the area's climate is the San Francisco Bay, which moderates the temperatures in the coastal areas, while inland climates that are further removed from the Bay's influence experience a wide range of temperatures. Rainfall averages 25 inches per year and generally falls from August through March. January is the coldest month and the average daily high temperature is 55 degrees Fahrenheit; the average daily low temperature is 45 degrees Fahrenheit. September, one of the warmest months, averages a daily high of 68 degrees Fahrenheit.

The fault zones that lace the region exert the most powerful geographical influence. In 1989, the Loma Prieta earthquake caused heavy damage along the Bay Area Peninsula as well as the East Bay. This earthquake was the most serious one to occur since 1906. Most infrastructures damaged by the earthquake have been repaired. Other physical damage, including collapsed and unsafe buildings, has generally also been repaired. Despite the physical damage caused by the earthquake, the economy of the region suffered no significant long-term damage.

Population

The mild climate of the Bay Area has played an important role in development, and contributes to a desirable living environment. The estimated population of

the nine counties that make up the Bay Area is presented in the following table.

Population Projections by County Nine County Bay Area Region							
County	2010	2015	2020	2025	2030	2040	2010-2040 % Change
Alameda	1,515,230	1,625,780	1,711,460	1,776,495	1,868,635	2,092,370	29.4%
Contra Costa	1,051,830	1,093,170	1,128,660	1,198,715	1,257,790	1,387,295	31.9%
Marin	252,920	262,420	265,875	269,250	274,530	282,670	11.8%
Napa	135,880	136,885	141,240	146,130	151,445	158,050	16.3%
San Francisco	809,145	907,305	959,405	999,750	1,034,175	1,169,485	34.1%
San Mateo	721,195	757,895	796,925	816,460	853,260	916,590	21.7%
Santa Clara	1,789,150	1,909,680	1,986,340	2,098,685	2,217,750	2,538,320	41.9%
Solano	414,585	414,465	428,305	449,890	470,495	510,660	23.2%
Sonoma	484,490	483,885	502,015	528,820	561,360	597,505	23.3%
Region	7,176,435	7,593,500	7,922,245	8,286,220	8,691,470	9,654,985	34.5%
Source: ABAG, Projections							

During the 1960s and 1970s, the regional population grew at an average annualized rate of 1.9%. During the 1980s, the population grew by approximately 1.4% per year. Population growth during the period from 2000 through 2010 was approximately 0.9% annually. The slowing in the rate of population growth reflects the diminishing supply of available land and the high cost of housing in the area. The highest rates of growth are projected in Contra Costa, Solano and Santa Clara counties. Santa Clara County is the Bay Area Center for the technology industry. While population growth is expected to be substantial, it has still occurred at a rate that is far slower than the growth in Southern California or many other portions of the state. The Bay Area has some of the highest housing costs in the nation. When the comparison is made between household incomes and housing costs, the Bay Area remains one of the least affordable areas in the nation.

Economic Overview

The San Francisco MSA, which encompasses the Counties of San Francisco, San Mateo, and Marin, is the nation's fourth largest metropolitan area. Historically, San Francisco has been the financial and business center of the western United States.

Beginning in late-1994 and early 1995, the strengthening high technology and computer related industries located in the southern Bay Area began to lead the state out of its deep recession. In the second half of the 1990s, the local economy was driven by the growth in technology, particularly Internet, software, and other

computer related technology ventures. The technological advances during the mid to late-1990s, coupled with a strong stock market and nearly limitless availability of capital provided an environment for surging employment growth, real estate values, and overall prosperity in the region.

The explosion of the so-called dot.com industry, funded primarily from venture capital, fueled an economic boom in Bay Area in the late 1990's and early 2000 of unprecedented proportion. As a result, every aspect of the real estate market experienced huge gains. Commercial and industrial vacancy rates became almost nonexistent while lease rates doubled in some instances during this period. While sale prices never matched the increase in rents, there was significant appreciation of commercial and industrial property sales prices. Apartment availability also became extremely tight with rents climbing 30% to 40%. Home prices surged as well; appreciation was approximately 25% to 35% in this short time period. During this time a new market phenomenon also sprung out of the disparity between demand and supply of homes. Realtors began the practice of listing prices slightly below their market values to entice bidding wars. It thus became the accepted market practice to bid over the listing price, often substantially above the listing price.

In March 2001 the tech-heavy NASDAQ declined due to concerns of over-inflated stock prices as negative reports about company profitability and news about declining demand for computer related goods and services surfaced. The Dow Jones quickly followed and entire stock market, including non-tech blue-chip stocks, also tumbled. This trend continued further into 2001. As a result of the stock market tumble, both the national and local economies contracted. The stock market tumble was compounded by the September 11, 2001, terrorist attacks on the World Trade Center and the Pentagon. The risk of air piracy, attacks on large landmarks, bio-terrorism and other threats to public safety has raised the level of uncertainty in the markets. It has also severely affected the travel and tourism business, which rely heavily on air travel.

Technology based companies were particularly affected by the stock market decline. The Bay Area, which is generally regarded as top-heavy in the

technology sector, suffered considerably. Many of the newer and more financially sensitive companies went out of business, while the larger and more established companies, such as Cisco Systems, Hewlett-Packard and Oracle had significant layoffs in attempt to weather the storm. Unemployment rates have been on a declining trend since 2016. Recent information regarding national and local economic recoveries indicates that a recovery started to take place in 2004, and continued through 2006 and into 2007.

During 2007, the economic boom that had been experienced nationwide began to slow and by 2008, it became apparent that another economic downturn was well underway. During the latter part of 2008 and well into 2009, the stock market had declined in value by 50% and the housing industry had declined substantially. Real estate markets across all sectors were impacted. The area began to recover in 2011/12 and has continued to expand since that time. The market is considered strong and vibrant at the present time. However, with the recent pandemic and the high cost of housing, the outlook is unknown. In the short term, it is expected that the rate of increase will decline into the near foreseeable future.

Between 2012 and the present, San Francisco's economy experienced significant growth and transformation. The period saw the continued dominance of the technology sector, with companies like Google, Facebook, and Twitter expanding their presence in the city, driving job creation and attracting talent from around the world. The boom in tech also fueled a surge in real estate prices and rental rates, leading to concerns about affordability and gentrification. This economic growth was accompanied by a rise in income inequality, as high-paying tech jobs contrasted starkly with low-wage service positions.

San Francisco's tourism industry flourished during this time, benefiting from iconic landmarks like the Golden Gate Bridge and Alcatraz Island, as well as the city's vibrant cultural scene. However, the city grappled with challenges such as homelessness, transportation congestion, and housing shortages, exacerbating social tensions and prompting debates about the city's future.

The COVID-19 pandemic brought unprecedented challenges, disrupting industries like tourism and hospitality while accelerating trends like remote work and e-commerce. The tech sector remained resilient, but the pandemic laid bare existing disparities and highlighted the need for inclusive economic policies and investments in infrastructure and public health.

Overall, San Francisco's economy has been marked by rapid growth, technological innovation, and socioeconomic challenges that continue to shape the city's trajectory.

Employment

Employment grew in all sectors during the economic boom experienced between 2004 and 2007. By 2008, employment began to decline in the area as with the rest of the State and Country. Employment began to improve in 2012 and has continued to strengthen with unemployment rates at historical lows. The following table summarizes historical and projected job data for the region.

EMPLOYMENT projections BY INDUSTRY							
Nine County Bay Area Region							
Industry	2010	2015	2020	2025	2030	2040	210-2040 % Change
Ag./Natural Resources	22,800	24,990	24,865	24,740	24,620	24,380	6.9%
Construction	165,115	214,970	223,660	234,985	253,405	283,260	71.6%
Manuf. /Wholesale	428,550	423,600	1820,295	420,630	417,655	413,115	-3.6%
Retail	325,645	356,555	364,515	372,655	380,975	398,175	22.3%
Transp. and Utilities	97,135	100,875	102,025	101,545	103,370	110,430	13.7%
Information	117,545	167,695	164,360	163,800	165,255	164,965	40.3%
Financial and Leasing	194,285	246,565	253,580	248,760	243,165	234,545	20.7%
Prof. & Manag. Serv.	623,120	892,265	920,790	962,260	1,005,650	1,093,435	75.5%
Health & Educ. Serv.	512,405	590,035	647,695	702,615	758,840	887,890	73.2%
Arts, Rec., Other Serv.	485,720	522,985	530,455	544,530	561,365	591,820	21.8%
Government	450,520	469,690	482,970	491,245	490,830	471,315	4.6%
Total (all industries)	3,424,850	4,012,240	4,138,230	4,269,790	4,407,160	4,675,370	36.5%
Source: ABAG – Projections 2040							

Between 2000 and 2005, employment decreased due to the slowdown in the economy. Between 2010 and 2030 employment is projected to increase by 36.5%. However, with the recent pandemic, employment projections are likely overstated and will probably experience slower than projected growth rates and possibly even a contraction of growth in some industries.

Spending, Income and Inflation

Income: The following table summarizes mean household incomes for the Bay

Area counties.

BAY AREA MEAN HOUSEHOLD INCOME (IN CONSTANT 2000 DOLLARS)							
County	2005	2010	2015	2020	2025	2030	2005-2030 % Change
Alameda	88,800	91,200	96,300	101,600	107,200	113,100	27.3%
Contra Costa	98,400	102,000	107,500	113,500	119,700	126,200	28.2%
Marin	121,600	127,200	134,100	141,600	148,900	157,700	29.7%
Napa	85,900	89,500	94,500	99,800	105,300	111,100	29.3%
San Francisco	97,400	102,200	107,900	113,800	120,100	126,700	30.1%
San Mateo	121,700	123,300	130,200	137,300	144,800	152,700	25.5%
Santa Clara	97,900	108,700	114,600	120,900	127,600	134,600	37.4%
Solano	84,400	85,600	90,100	94,600	99,300	104,300	23.6%
Sonoma	82,600	84,300	89,000	93,900	99,100	104,600	26.6%
Bay Area	97,300	102,000	107,600	113,600	119,800	126,400	29.9%
Source: ABAG, Projections							

The region's mean household income in 2000 was \$92,500. In 2005 the estimated mean household income was \$89,100. There was a decline between 2000 and 2005 due to the slowdown in the economy. Mean household income for the region is projected to grow to \$126,400 by 2030.

Real Estate

Residential: Housing costs in the Bay Area are among the highest in the nation. The following table presents new and existing median home price trends in the nine-Bay Area Counties since 2022 in 2026.

NEW & EXISTING MEDIAN HOME PRICES – SAN FRANCISCO BAY AREA						
County	Jan 2022	Jan 2023	Jan 2024	Jan 2025	Jan 2026	% Change 2022 – 2026
Alameda	\$1,250,000	\$1,200,000	\$1,220,000	\$1,230,000	\$1,250,000	0%
Contra Costa	\$850,000	\$820,000	\$835,000	\$845,000	\$860,000	1%
Marin	\$1,600,000	\$1,550,000	\$1,580,000	\$1,600,000	\$1,625,000	2%
Napa	\$900,000	\$875,000	\$890,000	\$905,000	\$920,000	2%
San Francisco	\$1,700,000	\$1,550,000	\$1,650,000	\$1,750,000	\$1,800,000	6%
San Mateo	\$1,950,000	\$1,850,000	\$1,900,000	\$1,950,000	\$2,000,000	3%
Santa Clara	\$1,900,000	\$1,800,000	\$1,850,000	\$1,900,000	\$1,950,000	3%
Solano	\$550,000	\$525,000	\$550,000	\$565,000	\$580,000	5%
Sonoma	\$800,000	\$775,000	\$790,000	\$805,000	\$820,000	3%
Bay Area	\$1,277,777	\$1,216,111	\$1,251,666	\$1,283,333	\$1,311,666	3%
Source: Zillow						

As demonstrated by the above chart, home prices declined in all counties between 2022 and 2024 and began increasing again in 2024. The percentage change is reflective of the declines and increases and represent a net overall increase during the projection period. The Bay Area has struggled in recent years due to high costs of living and housing.

Governmental Forces

The Bay Area is comprised of nine separate counties. Each county has its own government, with incorporated cities within each county also having their own government. Between the city and county levels, interaction is limited. On a regional level, this concept is magnified, with limited inter-county planning. Local city and county governments within the region implement land use policies through the use of zoning laws and general plans. Support services, such as transportation, schools, health care, police, and fire protection are provided by local governments.

California's land use and growth controls are among the most stringent in the United States. These local land use controls include zoning, growth management systems, subdivision regulations, development fees and environmental restrictions. These policies raise the cost and reduce the volume of land development, especially in coastal metropolitan areas.

Education

Within the Bay Area there are over 80 public and private colleges and universities; among them are over 30 community colleges, four California State University campuses, and two University of California campuses.

Transportation

San Francisco has a highly diversified transportation system with excellent water, rail, trucking, and highway and air facilities. The Bay Area's transportation infrastructure includes 1,500 miles of highway, eight toll bridges, 17,000 miles of local streets, six public ports, five passenger ferries, and five commercial airports. Transportation in the Bay Area is diversified because of the trend toward decentralized work places. More and more people are commuting longer distances to work, putting a heavy burden on the region's transportation network.

Air transportation is available through a number of airports in the Bay Area. San Francisco International Airport, located in San Mateo County, is one of the most active commercial airports in the world and it is served by over 62 airlines. Furthermore, a \$2 billion-dollar airport expansion was completed which

expanded international travel capabilities. Additionally, Oakland International Airport in Alameda County, and Mineta San Jose International Airport in Santa Clara County offer facilities for international travel, air taxi, charter and cargo.

The Bay Area Rapid Transit system (BART), a high-speed rail system with over 75 miles of track, is a major commuter transportation system which links stations in Alameda, Contra Costa, San Mateo and San Francisco counties. BART has been extended to the San Francisco International Airport, which coincided with the aforementioned airport expansion. Caltrans operates commuter trains that travel from San Jose to San Francisco. There are freight rail lines in many Bay Area communities.

Historically, ongoing efforts to improve the roads and public transit systems in the Bay Area have lagged behind growth in the population. Traffic congestion, considered a major problem in the Bay Area, makes close in, conveniently accessed locations particularly desirable.

Cultural and Recreational Resources

San Francisco is the cultural center of the Bay Area. Cultural and entertainment activities include nationally renowned live theaters, art museums, local symphonies, operas, and dance companies. In addition, local theaters, symphonies and ballet companies are found in Oakland, San Jose and other communities. The area supports six major professional sports teams, as well as college-level athletic programs of the University of California at Berkeley, Stanford University, and other regional colleges and universities.

Conclusion

The nine-county San Francisco Bay Area is one of the nation's most vital economic regions. While San Francisco remains the center of the region, the surrounding counties have developed economic centers of their own. Future projections by ABAG indicate increased growth in population and employment, albeit at a slower rate. Growth in employment continues throughout the area with unemployment rates at historical lows.

Locational advantages, outstanding higher educational facilities, and a skilled labor force benefit the Bay Area. However, structural problems including affordable housing, transportation capacity, and water and sewer capacity, along with local slow growth initiatives, could impair the region's competitive position. Coupled with difficult economic conditions, these conditions could impact the region significantly. However, the economic base is well diversified, and should provide for moderate future growth in the Bay Area.

The Bay Area's economy has shifted towards service orientation. Agriculture, construction, and manufacturing have become less dominant while trade, finance, government, and business, professional and other services have grown in prominence. The one notable exception to this trend has been the high technology sector, particularly computer-related, and manufacturing.

The long-term future of California is uncertain due to current economic conditions and financial difficulties experienced by the State related to the COVID-19 pandemic. The short-term prognosis is stabilization and improvement. The projected outlook is continued improvement throughout 2021.

San Francisco

Geography

San Francisco County is located on the peninsula in the San Francisco Bay Area. San Francisco County is bordered by the San Francisco Bay to the east, Marin County to the north and San Mateo County to the south. San Francisco and San Mateo Counties are known colloquially as the peninsula.

San Francisco was founded on June 29, 1776 and was incorporated on April 16, 1850. It is the fourth most populous city in California and the only consolidated city-county in the State; a status it has held since 1856. It encompasses a total land area of 46.7 square miles and is the most densely populated city in the State and second most densely populated city in the country. The county is divided into eleven supervisor districts; with one supervisor elected from each district. The supervisors also act as the City Council.

The county is irregular in shape and bordered by the Pacific Ocean to the west and the San Francisco Bay on the east.

Population Trends

The Association of Bay Area Governments (ABAG) predicts that the population in San Francisco County will increase from 959,405 to 1,169,485 between 2020 and 2040 indicating an annual growth rate of 1.09%. ABAG further predicts that the number of households in San Francisco County will increase from 408,600 to 425,185 between 2020 and 2025, and to 437,505 by 2030. The following table demonstrates the changes in population and households since 2010.

SAN FRANCISCO COUNTY DEMOGRAPHICS						
	2010	2015	2020	2025	2030	2040
Population	809,145	907,305	959,405	999,750	1,034,175	1,169,485
Average Change	-	19,632	10,420	8,069	6,885	13,531
Households	345,810	388,515	408,600	425,185	437,505	483,695
Average Change	-	8,541	4,017	3,317	2,464	4,619
Persons/ Hshld	2.27	2.27	2.28	2.29	2.30	2.35

Economic Forces

The following table illustrates employment growth projections by sector for San Francisco County between 2005 and 2030.

EMPLOYMENT BY INDUSTRY SAN FRANCISCO COUNTY							
Industry	2010	2015	2020	2025	2030	2040	% Change
Ag./Natural Resources	505	650	640	640	630	625	23.7%
Construction	10,185	14,330	14,610	15,320	16,715	23,320	129.0%
Manuf. /Wholesale	19,985	20,720	19,355	18,665	17,435	14,715	-23.4%
Retail	42,565	48,640	50,985	52,755	53,685	56,485	32.7%
Transp. and Utilities	12,270	13,310	12,710	12,230	11,735	10,995	-10.4%
Information	16,290	24,575	23,620	23,690	24,400	27,015	65.8%
Financial & Leasing	55,540	84,190	90,515	91,970	90,710	86,375	55.5%
Prof. & Manag. Serv.	129,190	217,590	233,525	252,155	264,770	282,200	118.4%
Health & Educ. Serv.	90,305	106,395	119,350	131,900	137,795	148,715	64.7%
Arts, Rec., Other Serv.	97,895	107,765	109,005	111,435	108,745	104,750	7.0%
Government	102,780	110,375	111,520	112,955	113,750	118,655	15.4%
Total (all industries)	579,520	750,555	787,855	825,740	842,400	875,890	51.1%

As demonstrated above, it is expected that manufacturing and wholesale, construction and arts, recreation and other services will experience the greatest

growth while industries like agricultural and transportation and utilities will experience almost no growth due to the nature of the City and its fully built out condition.

Income

The following table presents mean household income statistics in 2005 dollars.

HOUSEHOLD INCOME PROJECTION						
	2005	2010	2015	2020	2025	2030
San Francisco Co.	\$97,400	\$102,200	\$107,900	\$113,800	\$120,100	\$126,700
Bay Area Region	\$97,300	\$102,000	\$107,600	\$113,600	\$119,800	\$126,400

Mean household income in San Francisco County is slightly higher than the average of the Bay Area region. The overall growth in the City is projected to mirror that of the overall area.

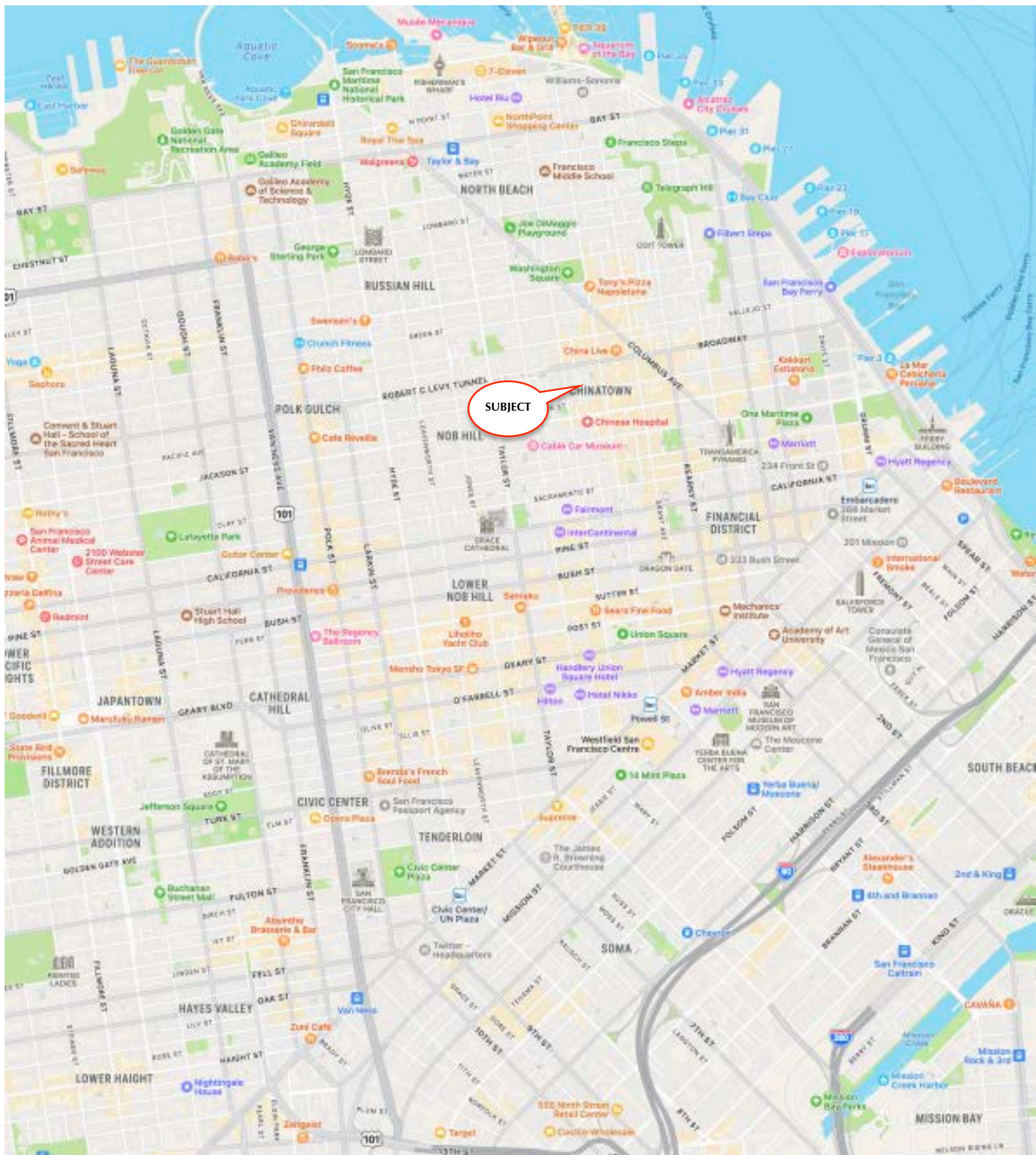
Real Estate

The average home price in San Francisco County, as of April of 2024, was \$1.30 M based on figures from Zillow. The April 2024 figure reflects a 1% decrease from the April 2023 figure of \$1.32 M, and significant decrease from the June 2022 figure of \$1.55M.

Transportation

Highways 1 and 101 provide freeway access into San Francisco from the south and continue north over the Golden Gate Bridge up into northern California along the Pacific Coast. Both freeways extend south through the Silicon Valley region through the South Bay and continue along the Pacific Coast to the Los Angeles basin. Interstate 80 is the major east/west freeway extending east from San Francisco over the Bay Bridge into Oakland and eventually ties into Highways 24, 580 and 880 in the East Bay. Interstate 580 provides freeway connection between the East Bay and Dublin, and intersects Interstate 680 at Pleasanton. The former connects Oakland to Tracy in San Joaquin County, serving the growing suburban areas and agricultural communities in the Central Valley. Commuter rail service is provided by the Bay Area Rapid Transit (BART) system and AC Transit provide bus service. San Francisco International Airport is

situated in South San Francisco; an approximate 20-minute drive from San Francisco's City center.



LOCATION MAP

XV. Neighborhood Description:

Chinatown is one of the oldest and most established urban districts in San Francisco and remains an important cultural, commercial, and tourism center within the city. Located immediately north of the Financial District and adjacent to Nob Hill and North Beach, the neighborhood benefits from a dense urban setting, strong pedestrian activity, and access to regional transportation infrastructure. The area is characterized by mixed-use development patterns that combine retail, restaurant, hospitality, residential, and small office uses within compact blocks and historically significant structures.

Economically, Chinatown continues to function as both a neighborhood-serving commercial corridor and a destination-oriented business district. Grant Avenue and Stockton Street contain a wide range of retail shops, markets, restaurants, specialty food stores, and service businesses that attract local residents as well as substantial visitor traffic throughout the year. Tourism remains a major economic driver due to the neighborhood's historic architecture, recognized landmarks, festivals, and proximity to downtown hotels and employment centers.

Development within Chinatown is influenced by limited land availability, historic preservation considerations, and strict urban planning controls. Much of the building stock consists of older mid-rise structures with ground-floor commercial uses and residential units above. Redevelopment opportunities are relatively constrained compared with other San Francisco neighborhoods, resulting in continued pressure on commercial and residential space. Public investment in transit improvements, pedestrian enhancements, and infrastructure modernization has supported ongoing economic activity while helping maintain connectivity with the broader downtown and waterfront areas.

PLAT MAP

ASSESSOR-RECORDER'S OFFICE

SHEET 1 **161**

50 VARA BLK. 110

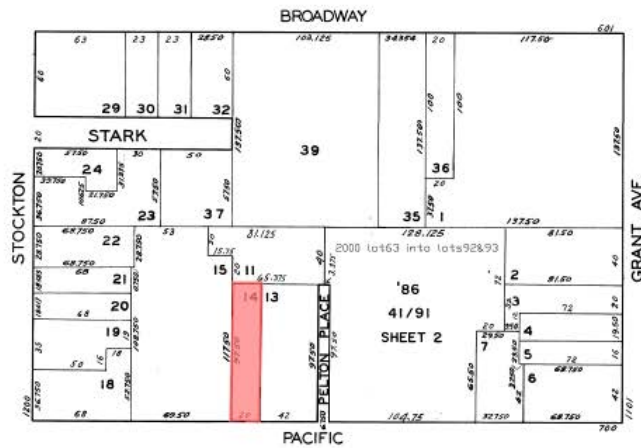
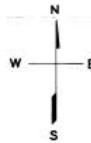
LOTS	MERGED
LOT 5	INTO LOT 8 '29
" 10A	" " 10 '21
" 12 & 12A	" " 11 '21
" 16	" " 15 '21
" 17	" " 15 "
" 25	" " 23 "
" 26	" " 23 "

REVISED	BY
3	154
"	80
"	86

Revised 2000

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CITY & COUNTY ASSESSOR 1995

lot 63 into lots 92 & 93 for 2000 roll



728 PACIFIC AVE.
A CONDOMINIUM
LOT UNIT % COMM. AREA

92	408	0.70
93	407	0.96

ASSESSED 110,030
BLK. TOTAL 110,030 SQ. FT.

XVI. Site Description:

The project is located in the City of San Francisco. As mentioned, the property consists of a mixed-use zoned parcel developed to a 2-story commercial/ residential building. The following is a discussion of the land included in the appraisal.

Location:

The project is situated within the Chinatown neighborhood in San Francisco. The site occupies a portion of a city block and is situated along the north side of Pacific Avenue and lies in between Stockton and Grant Avenues.

Size & Shape:

The property consists of a single rectangular shaped parcel of land. The total site area is 1,950 SF. Access to the property is frontage along Pacific Avenue. The property has approximately 20' of frontage along the north side of Pacific Avenue and a depth of approximately 98'.

Zoning:

The land is zoned CRNC, which is a Chinatown Residential Neighborhood Commercial District. The Chinatown Residential Neighborhood Commercial District extends along Stockton Street between Sacramento and Broadway and along Powell Street between Washington Street and Broadway. It is generally west and uphill from Grant Avenue and is close to the relatively intensely developed residential areas of lower Nob and Russian Hills. Stockton Street is a major transit corridor which serves as "Main Street" for the Chinatown neighborhood.

Because Stockton Street is intended to remain principally in its present character, the Stockton Street controls are designed to preserve neighborhood-serving uses and protect the residential livability of the area. The controls promote new residential development compatible with existing small-scale mixed-use character of the area. Consistent with the residential character of the area, commercial development is directed to the ground story. Daytime-oriented use is protected and tourist-related uses and financial services are limited.

Housing development in new and existing buildings is encouraged above the ground floor. Institutional uses are also encouraged. Existing residential units are protected by limits on demolition and conversion. Accessory Dwelling Units are permitted within the district pursuant to subsection 207(c)(4) of this Code.

There are a myriad of uses allowed under the zoning and development requirements vary based on the type of use developed. A copy of the zoning code pertaining to the zoning has been included in the addenda section. The reader is directed to consult the zoning code and city planning for requirements for specific uses.

Utilities:

Since the property is fully developed, all of the usual public and municipal utilities and services are available to the property. These services and providers include the following:

Service	Provider
Electricity	Pacific Gas & Electric (PG&E)
Natural Gas	Pacific Gas & Electric (PG&E)
Water	City of San Francisco
Sewer	City of San Francisco
Police & Fire	City of San Francisco
Waste Mgmt./ Recycling	Ecology
Telephone Service	AT&T, Comcast
Internet/ Broadband	AT&T, Comcast

Topography & Drainage:

The property is gently sloping and slightly above street grade. The site has been graded in such a way that water runs off into a natural drainage system and into the storm drainage for the community.

Soils Conditions:

A soils study was unavailable as of the date of appraisal. The soils are reportedly in the Urban Land classification with a Slope Grade of 8 and the

Urban Land. Soils within the area are considered to be suitable for building purposes.

Easements:

A title report was unavailable as of the date of the appraisal. It is assumed that no extraordinary easements exist that negatively impact the site.

Streets:

The development occupies a portion of a city block. The site fronts Pacific Avenue, which serves as the primary access to the property.

Access and Exposure:

Access and exposure are considered average. The development has an interior orientation and easily accessible for pedestrian traffic. There are no curb cuts allowing vehicular ingress and egress to the property.

Building Improvements:

The property is developed to a 2-story mixed use commercial residential building. It is an assignment condition that the land is valued based on the hypothetical condition that all improvements have been demised and removed from the property. No further discussion or analysis of the building improvements are included.

Offsite Improvements:

All offsite improvements have been installed including asphalt streets, concrete curbs and gutters.

Environmental Conditions:

Toxic or Hazardous Waste:

A hazardous waste study was unavailable at the date of appraisal. As of the date of appraisal, the appraisers have no knowledge of hazardous materials on the property and are not to be considered experts in this field. Any further inquiries as to hazardous waste on the property should be directed to knowledgeable and experienced

National Flood Hazard Layer FIRMette



122°24'47"W 37°48'3"N

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

Without Base Flood Elevation (BFE)
Zone A, V, A99

With BFE or Depth
Zone AE, AO, AH, VE, AR

Regulatory Floodway

0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile
Zone X

Future Conditions 1% Annual Chance Flood Hazard
Zone X

Area with Reduced Flood Risk due to Levee. See Notes.
Zone X

Area with Flood Risk due to Levee
Zone D

NO SCREEN

Area of Minimal Flood Hazard
Zone X

Effective LOMR

Area of Undetermined Flood Hazard
Zone D

--- Channel, Culvert, or Storm Sewer

||||| Levee, Dike, or Floodwall

20.2

17.5

Cross Sections with 1% Annual Chance Water Surface Elevation

8

Coastal Transect

Base Flood Elevation Line (BFE)

Limit of Study

Jurisdiction Boundary

Coastal Transect Baseline

Profile Baseline

Hydrographic Feature

Digital Data Available

No Digital Data Available

Unmapped

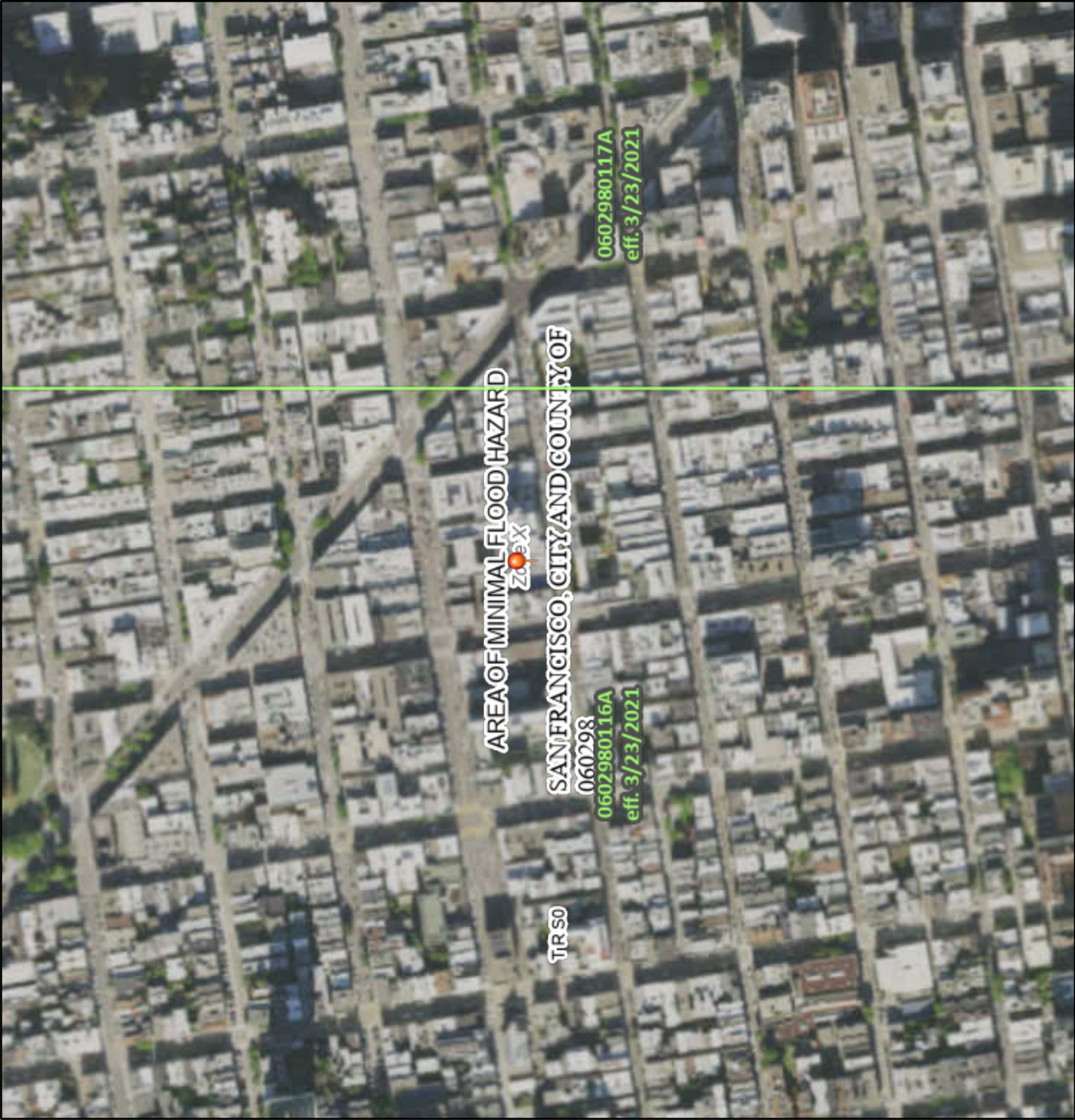
MAP PANELS

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **5/31/2024 at 9:48 AM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



individuals. If any such materials are discovered, it may have a negative affect on the overall value as reported herein.

Seismic Hazard:

The property is not within a special study zone as determined by the Alquist-Priolo Earthquake Fault Zoning Act. However, the entire San Francisco Bay Region is located within a seismic zone.

Flood Hazard:

The property is not located within a special flood hazard zone. The property is within Flood Zone X as per FEMA Panel #0602980116A, dated March 23, 2021.

Wetlands:

The properties are not within a designated wetlands area.

Summary:

In summary, the property consists of a single parcel of land developed to a 2-story mixed use commercial residential building. The site and development conform to the surrounding area and the site is similar in size, shape and zoning when compared to other comparable properties. No consideration is given to the value of the building improvements.

XVII. Improvements Description:

Building improvements consist of a 2-story mixed use commercial and residential building constructed on the site. The following is a discussion of the improvements built on the property:

Foundations/Flooring:

Building foundations and flooring consists of reinforced concrete or masonry perimeter foundations and wood or concrete floors. The buildings have ground-level slab floors between 4" to 6" thick.

Building Shell:

Exterior walls consist masonry construction. The building is two stories in height with stairways providing access to the floors above the ground level. The first floor has a glass marquee storefront with the upper floor having masonry walls with a bank of wood double hung windows. The total building area is 3,582 SF.

Roof:

The roof consists of a pre-engineered beam-and-truss system which is sheeted and covered with a built-up roof covering. The roofs covered with composition roofing material and hot mopped.

Interior Partitions & Finishes:

The interiors of the buildings have a variety of finishes. All floors are generally covered with wall-to-wall carpeting or resilient floor coverings such as sheet vinyl or laminate flooring and wood or rubber baseboards. All walls are textured and painted sheetrock over wood or steel studs and partitions. Lastly, ceilings consist of either textured and painted sheetrock or suspended acoustical tiles. The living areas have an 8' ceiling height.

Plumbing:

The first floor is utilized as a restaurant and has extensive plumbing. The second floor contains a residential unit and has plumbing fixtures common to such a use.

Electrical:

The electrical service is adequate for the buildings.

Parking:

There is no on site parking. All parking is offsite along the street.

HVAC/ Utilities:

All hot water is provided to the units through a central hot water system. Utilities are common for the age and use of the building.

Quality/Condition:

The building improvements were constructed circa 1929 and have an actual age of 96 years. The project has been well maintained since it was completed and is in average condition.

Economic Life:

The total economic life of the project is 70 years based upon an analysis of the market. The remaining economic life is 20 years based upon an effective age of 50 years.

ADA Compliance:

The improvements were completed in 1929. Due to the age and use of the subject, it is assumed that the project is not compliant with current ADA standards. If greater detail is required regarding ADA compliance, it is recommended that a separate ADA compliance survey be obtained from a licensed professional experienced in such matters.

Summary:

The project consists of a 2-story mixed-use commercial and residential building developed in 1929. The improvements have been adequately maintained and are in average condition. They are similar to other developments throughout the area.

XVII. Highest and Best Use:

In the valuation of the subject property, consideration has been given to its highest and best use also known as the most probable use. The highest and best use analysis involved a study of the present use of the property, uses of surrounding properties, and zoning availability for the subject. Highest and Best Use not only applies to vacant land but improved properties as well.

In order to ascertain the highest and best use of a piece of property, including the land as if vacant and the property as improved; the use must meet four criteria. The criteria that must be met for the highest and best use include a use, which must be physically possible, legally permissible, maximally productive, and financially feasible.

In addition to the above, property as improved must meet additional criteria that include the possibility of demolition, expansion, renovation or conversion. "Highest and Best Use" may also be defined as follows:

1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet our legal permissibility, physical possibility, financial feasibility, and maximum productivity.
2. The use of an asset that maximizes its potential, and that is possible, legally, permissible, and financially feasible. The highest and best use may be for continuation of an asset existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset one formulating the price that it would be willing to bid. (IVS)
3. The highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)
4. [For fair value determination] the use of a non-financial asset by market participants that would maximize the value of the asset or the group of assets and liabilities (for example, a business) within which the asset would be used.

(FASB glossary) The highest and best use of a non-financial asset takes into account the use that is physically possible, legally, permissible, and financially feasible. (FASB 820-10-35-10B) The highest and best use of a non-financial asset establishes the valuation, premise used to measure the fair value of the asset as follows: (a) the highest and best use of a non-financial asset might provide maximum value to market participants through, it's used in combination with other assets as a group (as installed or otherwise configured for use) or in combination with other assets and liabilities (for example, a business). (b) The highest and best use of the asset might provide maximum value to market participants on a standalone basis. (FASB 820-10-35-10E)

(The Dictionary of Real Estate Appraisal, Seventh Edition, pub. 2022)

As discussed throughout the appraisal, the property consists of a single parcel of land located in the Chinatown neighborhood of San Francisco. The property is developed to a 2-story mixed use commercial residential building. The following is an analysis of the highest and best use of the property.

Land as Vacant

Legal Permissibility:

The land is zoned CRNC, which is a Chinatown Residential Neighborhood Commercial District. The Chinatown Residential Neighborhood Commercial District extends along Stockton Street between Sacramento and Broadway and along Powell Street between Washington Street and Broadway. It is generally west and uphill from Grant Avenue and is close to the relatively intensely developed residential areas of lower Nob and Russian Hills. Stockton Street is a major transit corridor which serves as "Main Street" for the Chinatown neighborhood.

Housing development in new and existing buildings is encouraged above the ground floor. Institutional uses are also encouraged. Existing residential units are protected by limits on demolition and conversion. Accessory Dwelling Units are permitted within the district pursuant to subsection 207(c)(4) of this Code.

There is a myriad of uses allowed under the zoning and development requirements

vary based on the type of use developed. A copy of the zoning code pertaining to the zoning has been included in the addenda section. The reader is directed to consult the zoning code and city planning for requirements for specific uses.

The following chart summarizes the minimum basic zoning requirements in comparison to the subject property.

	Municipal Code	Subject Property
Minimum Lot Size	Up to 5,000 SF	1,950 SF
Density	218 Units/Acre	-
Minimum Width/ Frontage	None	20'
Minimum Depth	None	97.5'
Floor Area Ratio	1.0:1	-
Front Setback	None	Appears to conform
Side Setback	None	Appears to conform
Rear Setback	None	Appears to conform
Building Height	Varies	6 Stories

Specific zoning requirements vary depending upon lot size, area, adjoining developments, etc. For purposes of this appraisal, it is assumed that the existing development conforms to existing requirements. It is noted that projects that serve as affordable housing or family housing or a combination thereof receive bonus allowances for density, setbacks and development standards. The subject conforms to the basic zone requirements under the current zoning.

Physical Possibility:

The second factor given consideration is whether or not a development is physically possible on the property. The site contains a total of 1,950 SF and physically conforms to the basic zoning requirements. There are other properties in the immediate area that are similar in size, zoning configuration and use. When comparing the subject to other properties in the area, it is evident that it has the ability to be developed to uses similar to other properties in the neighborhood.

Financial Feasibility:

The best test of financial feasibility is typically through an analysis of the income and expenses for a potential or given development. Due to current economic conditions, it is likely that the property would develop at the present time. There is

strong demand for residential uses in the community.

Maximum Productivity:

The final factor given consideration is which type of development would be the maximum productive use of the site. A residential use is the most likely use of the property based on zoning, site size, location, access and exposure.

Much of the surrounding property has been developed. There are few parcels in the immediate area available for development. Demand for residential uses is strong at the present time.

Conclusion:

The highest and best use of the land as vacant is for investment for future residential development.

Property as Improved

As discussed, the property is developed to a 2-story mixed-use commercial and residential building with a restaurant on the ground level and a residential unit on the second story. The property is fully developed. There is insufficient space for expansion. The existing use is legally permissible. The property is fully occupied at the present time. While there may be opportunities for renovation, it is unlikely that renovation or modernization would improve the income stream.

Although the current use is a representation of the highest and best use as improved, it is noted that the property was acquired for redevelopment into affordable housing along with adjoining property. Both satisfy the highest and best use criteria. However, the purpose of this appraisal is to demonstrate the current market value of the property based on the existing use and development. For purposes of this appraisal, the existing use is considered relevant to the highest and best use of the property as improved.

XVII. Property Valuation & Appraisal Premise:

In estimating the market value of the majority of real property, data is collected and analyzed from the market regarding recent sales of comparable properties, current building costs, and rental data and return on investment rates in the analysis of income. Three different approaches to value are traditionally evaluated using collected market data and analyzing trends in the local economy. These approaches are:

- **The Sales Comparison Approach**
- **The Cost Approach**
- **The Income Approach**

Depending upon the type of property being appraised, these methods have varying degrees of applicability, which the appraisers have selected after analysis.

In the Sales Comparison Approach, the appraisers derive a value indication by comparing the property being appraised to similar properties in competitive areas that have recently sold or been offered for sale. This procedure is accomplished by applying the appropriate units of comparison extracted from the market and then by applying adjustments to the sales prices of the comparable. This approach in the appraisal analysis is based upon the premise that an informed purchaser would pay no more for a property than a substitute property with equal utility.

The Cost Approach estimates the cost of replacing the improvements of the property. It involves the determination of the cost new of the improvements, less accrued physical deterioration and functional and/or economic obsolescence. To this remainder, the vacant land value is added to estimate a market value based on the Cost approach to value.

The Income Approach, in the analysis of properties, is used to derive a value indication by converting anticipated benefits from possible rental income into a value estimate. This approach takes into consideration possible risks of comparable properties and a rate of return or capitalization rate also derived from income expectancies in the present market.

In the case of this appraisal, the sales comparison approach to value will be used. As discussed throughout the appraisal, the assignment conditions are to value the property as vacant land. The current improvements will be demised and removed in favor of new development. The sales comparison approach is the only applicable method of valuation in this instance.

A. Sales Comparison Approach:

The Sales Comparison Approach is based on the theory of substitution, which considers a property's value to be in relation with that of sales of property with similar desirability and utility over a reasonable period of time. In this approach, a value will be estimated through analysis and comparison of sales of substitute properties over time. Depending on availability of data, the Sales Comparison Approach is generally widely accepted as a reliable method of valuation by market participants.

The market determines how appraisers are to analyze sales and extract meaningful units of comparison from which to draw a valuation conclusion. Most typically, units of comparison extracted from the sales are items such as price per square foot, price per unit, or price per acre. Other units of comparison are determined through an analysis of the income and expenses the property produces or is capable of producing. Items such as gross income multiples, effective gross income multiples, overall capitalization rates, and expense ratios are used in both the Sales Comparison Approach and also in the Cost and Income Approaches to value.

After the appraisers have identified the units of comparison most widely accepted by the market for the specific property type being appraised, the sales are then analyzed and sometimes adjusted for differences between the sales and the subject property. Adjustments are typically made for items such as property rights conveyed, financing, motivation of the buyer or seller, changes in property values over time, or physical differences between the sales and the property being appraised. In the case of this appraisal, the property will be analyzed based upon a price per room and price per square foot as the component of comparison.

Comparable Improved Sales

#	Location	Date Document	Grantor Grantee	Sales Price	Building (SF)	Offsites Orientation	Year Built	\$/SF
1	1600 Hyde Street San Francisco, CA 94109	May 13, 2026 46052	Gabbay Family Trust 1600 Hyde Street LLC	\$589,000	1,029	Full Corner	1900	\$572.40
2	767 Bush Street San Francisco, CA 94108	Apr 30, 2026 42523	Ino Takeo Portia Si Li	\$1,328,000	1,940	Full Interior	1921	\$684.54
3	1007 Market Street San Francisco, CA 94103	Aug 11, 2025 65973	Cast 1007 Market, LLC Central City	\$2,400,000	4,250	Full Corner	1911	\$564.71
4	550 Grant Street San Francisco, CA 94108	Apr 24, 2025 40879	Chung Wong Kwok JA First Investments	\$1,638,000	2,093	Full Interior	1921	\$782.61

1. **Vacant Land**

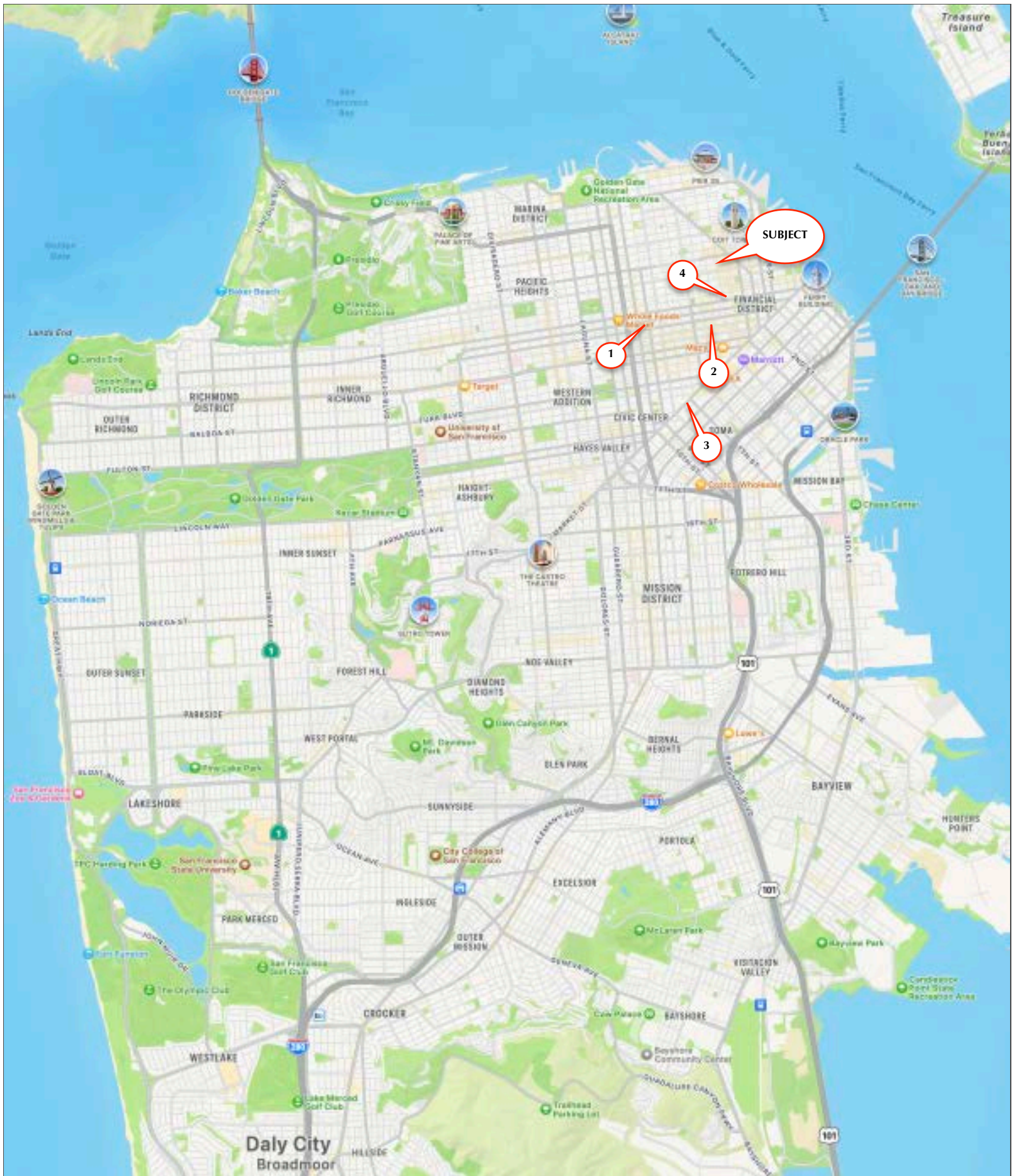
In valuing the property as improved, consideration is given to sales of similar properties that are used as a basis of comparison. The sales that were used include four sales from the region. All of the sales used are small commercial and mixed-use properties located in the San Francisco market. A total of four sales are analyzed. The sales occurred between 2025 and the present date. It is noted that only one sale was found in the Chinatown neighborhood.

In selecting an appropriate unit of comparison, consideration was given to all of the possible variables for the property. Consideration was first given to building size, which is a typical method of analyzing commercial properties. The sales yielded unit values ranging from a low of \$564.71/SF to \$782.61/SF. It is noted that all of the sales transactions were traditional sales.

The unit price per square foot is a typical and widely used unit of comparison in the open market and is thus used in the valuation of the subject in the sales comparison approach. The sales are summarized in chart form on the facing page with detailed data sheets in the addenda section. The following is a discussion and analysis of the sales included in the appraisal.

Sale 1 is the most recent sale in the analysis occurring in May of 2026. It consists of a commercial condo containing 1,029 SF located at the corner of Hyde and Pacific Streets. The property was acquired for \$589,000. The property was improved with a 3-story mixed use building. This sale included only the ground level commercial unit. The improvements were smaller but in similar condition and of similar vintage. Unit prices include \$572.40/SF.

Sale 2 occurred in April of 2026. It consists of a 2-story mixed-use building having 1,940 SF. It is located along Bush Street in between Powell and Mason Streets. The property was acquired for \$1,328,000. The property was improved with a commercial building that was developed in 1921. The building was in average condition at the time of sale. Unit prices include \$684.54/SF.



LAND SALES MAP

Sale 3 occurred in April of 2026. It consists of a 3-story commercial building having 4,250 SF. It is located along Market Street near Golden Gate Avenue. The property was acquired for \$2,400,000. The property was improved with a commercial building that was developed in 1911. The building was in average condition at the time of sale. It was acquired by a nonprofit for shelter and social services. Unit prices include \$564.71/SF.

Sale 4 occurred in April of 2026. It consists of a similar 2-story mixed use building having 2,093 SF located along Grant Street between California and Pine Streets. The property was acquired for \$1,638,000. The property was improved with a 2-story mixed use building with ground level commercial and a second story residential unit. The improvements were smaller but in similar condition and of similar vintage. Unit prices include \$782.61/SF.

2. Sales Adjustments

In valuing the property as improved, consideration is given to sales of similar properties that are used as a basis of comparison. The sales that were used include four sales from the region. All four sales are generally similar to the subject in age, size and design. The sales occurred in 2025 & 2026 and are reflective of current market conditions.

Before selecting an appropriate unit value, it was necessary to adjust the comparable sales. Adjustments were considered for various transactional and physical differences. Transactional differences included property rights, financing, conditions of sale, and market conditions.

After a complete analysis of the sales, it was concluded that there were no adjustments necessary for transactional differences. The following is a discussion of the adjustments considered in the report:

Property Rights

All of the sales were fee simple transfers. No adjustments were necessary.

	Sale 1	Sale 2	Sale 3	Sale 5
Areas Of Comparison				
Sales Price	\$589,000	\$1,328,000	\$2,400,000	\$1,638,000
Property Rights Conveyed	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment	\$0.00	\$0.00	\$0.00	\$0.00
Adjusted Sales Price	\$589,000	\$1,328,000	\$2,400,000	\$1,638,000
Financing	Cash	CEQ	CEQ	Cash
Financing Adjustment	\$0.00	\$0.00	\$0.00	\$0.00
Adjusted Sales Price	\$589,000	\$1,328,000	\$2,400,000	\$1,638,000
Conditions of Sale	Arms-Length	Arms-Length	Arms-Length	Arms-Length
Adjustment for Conditions	\$0	\$0	\$0	\$0
Adjusted Sales Price	\$589,000	\$1,328,000	\$2,400,000	\$1,638,000
Lots	1,029 sf	1,940 sf	4,250 sf	2,093 sf
Unit Price	\$572.40/sf	\$684.54/sf	\$564.71/sf	\$782.61/sf
Market Conditions	May-26	Apr-26	Aug-25	Apr-25
Adjustment for Market Conditions	0.00%	0.00%	0.00%	0.00%
Adjusted Sales Price	\$572.40/sf	\$684.54/sf	\$564.71/sf	\$782.61/sf
Physical Characteristics				
Size	-10%	-10%	0%	-10%
Age	5%	0%	0%	0%
Location	0%	0%	-5%	0%
Condition	0%	0%	0%	0%
Net Adjustment	-5%	-10%	-5%	-10%
Adjusted Sales Price	\$543.78/sf	\$616.08/sf	\$536.47/sf	\$704.35/sf

	Pre Adjustment	Post Adjustment
Minimum	\$564.71/sf	\$536.47/sf
Maximum	\$782.61/sf	\$704.35/sf
Average	\$651.06/sf	\$600.17/sf
Median	\$628.47/sf	\$579.93/sf

Financing

All of the sales were acquired on a cash or cash equivalent basis. After analysis, it was determined that no adjustments were necessary.

Conditions

No adjustments were necessary for conditions.

Time

All sales occurred between 2025 & the present date and are reflective of current market conditions.

Size

Size adjustments are typically based on economies of scale. Smaller properties generally indicate higher unit prices and conversely, larger properties lower unit prices. In this instance, downward adjustments are applied to Sales 1, 2 & 4.

Age

No adjustment is necessary for Age differences.

Location

Sale 3 has a superior location that impacts the sales price. A downward adjustment is applied.

Condition

No adjustments are necessary for condition.

In analyzing the sales, specific consideration is given to all of the factors as discussed above. When analyzing the per square foot units, they show the following trends:

	Pre Adjustment	Post Adjustment
Minimum	\$564.71	\$536.47
Maximum	\$782.61	\$704.35
Average	\$651.06	\$600.17
Median	\$628.47	\$579.93

In this instance, a unit value of \$600.00/SF is selected. Hence, the following valuation:

Building = 3,582 SF @ \$600/SF =	\$2,149,200.00
ADJUSTED TO =	<u>\$2,150,000.00</u>

B. Cost Approach:

In the Cost Approach, the appraisers have considered the current costs of replacing the property or building improvements. When possible, the costs are obtained from a variety of sources that can include the Marshall Swift National Cost Index source, contractor's estimates, and the appraisers' own continuing cost files. These cost files consist of information on similar projects throughout the area, as well as existing projects in similar neighborhoods. The costs are then adjusted to comply with the immediate surrounding area.

The Cost Approach is typically most relevant when the property being appraised involves proposed or new construction or when it is a special use property and there is a lack of market data available. In addition, it is also useful in appraising very old properties where the remaining economic life on any building improvements is minimal.

The Cost Approach typically involves five steps, however, in some instances; one or more steps may be omitted. These steps include the following:

- **Estimate the land value**
- **Estimate the direct cost of the building and site improvements**
- **Estimate any indirect or soft costs**
- **Estimate a developer's or entrepreneurial profit**
- **Estimate and deduct any depreciation**
- **Combining the depreciated cost and land value**

The cost approach is purposely excluded from this appraisal. The cost approach is inapplicable in this report.

C. Income Approach:

The final method of valuation used in the appraisal is the Income Capitalization Approach. In the analysis of properties, the Income Approach is used to derive a value indication by converting the anticipated benefits from possible rental income into a value estimate. This approach takes into consideration the possible risks that are associated with comparable properties as well as a suitable rate of return or capitalization rate. The capitalization rate is derived from the comparable sales that were discussed in the Sales Comparison Approach. There are essentially four steps in valuing the property in the Income Capitalization Approach. These include the following:

- **Estimating anticipated income**
- **Estimating and deducting a suitable vacancy rate and collection loss,**
- **Estimating and deducting applicable expenses**
- **Selection of a suitable capitalization rate**

After all vacancy and expenses are deducted from the anticipated gross income, the resulting net income is capitalized into a value estimate. Each of these steps will be discussed in further detail as they pertain to the project.

The income approach is not used in this report. The fee simple interest is valued. The sales comparison approach is considered the most applicable method of valuation.

D. Final Value Opinion:

Sales Comparison Approach = \$2,150,000.00

Cost Approach = Not Included

Income Capitalization Approach = Not Included

Final Value Opinion = \$2,150,000.00

In the case of this appraisal, sole consideration is placed on the sales comparison approach. It has been determined to be the only appropriate method of valuation because of the condition of the improvements.

XXI. Exposure Time:

Exposure time is always presumed to precede the effective date of appraisal, while marketing time is expected to follow the effective date of appraisal. Exposure time is defined as follows:

Exposure Time:

- "1. *The time a property remains on the market.*
2. *And opinion, based on supporting market data, of the length of time that the property interest being appraised, would have been offered on the market prior to the hypothetical confirmation of a sale at market value on the effective date of appraisal." (USPAP, 2020-21 ed.) (The Dictionary of Real Estate Appraisal, Seventh Edition, pub. 2022)*

An exposure time of 12 months or less is appropriate for the subject considering current economic conditions.

CERTIFICATION

I, Gregg J. Palmer, certify:

- That I have |  made a personal inspection of the property that is the subject of this report, and have considered all of the pertinent facts affecting the value thereof.
- That all market data pertaining to the final value opinion has been accumulated from various sources and, where possible, personally examined and verified as to details, motivation and validity.
- That as of the date of this report, I have completed the requirements of the continuing education program of the Appraisal Institute. I am also a Certified General Appraiser, per the Bureau Of Real Estate Appraisers, State of California, License No. AG002880.
- That the statements of fact contained in this report are true and correct.
- That the reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- That I have no present or prospective interest in the property or the transaction that is the subject of this report, and we have no personal interest with respect to the parties involved.
- That I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- That my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- That our compensation for completing the assignment is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- That my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

CERTIFICATION, CONTINUED

- That the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representative(s).
- The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- That I have the appropriate education and experience to complete the assignment in a competent manner. The reader is referred to the appraisers' statement of qualifications in the Addenda.
- That the subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in said appraisal.
- Unless otherwise noted, no one other than the undersigned provided significant assistance in the development of this appraisal and conclusions herein.
- That such appraisal has been made in conformity with the appropriate State and City laws, Title VI of the 1964 Civil Rights Act, and regulations, policies and procedures applicable to appraisal of right of way for such purposes, and that to the best of my knowledge, no portion of the value assigned to such property consists of items which are non-compensable under the established law of such State and/or City.
- ☐ I have provided no services regarding the subject property as an appraiser or in any other capacity within the three-year period immediately preceding acceptance of this assignment.
- ☒ I have provided services regarding the subject property as an appraiser or in any other capacity within the three-year period immediately preceding acceptance of this assignment.
- ☐ Please note that Joshua J. Palmer provided significant assistance in preparing the appraisal. He assisted in the inspection, valuation, opinions and conclusions herein.
- ☐ Please note that Joshua J. Palmer provided assistance in preparing the appraisal. He inspected the property, took photographs and provided area analysis.



Gregg J. Palmer, MAI

AG002880 - Expires 4/24/2028

GREGG J. PALMER, MAI

QUALIFICATIONS SUMMARY

Comprehensive experience in the appraisal of complex commercial, industrial, residential, apartment, agricultural, and special purpose properties. Qualifications include MAI with the Appraisal Institute and candidacy as SR/WA with International Right of Way Association. Additionally, certified with the California Bureau Of Real Estate Appraisers and holds a Bachelor of Arts Degree in English from Fresno State University.

CLIENT PROFILES

Performed a wide range of appraisal assignments for financial, legal, public, and private sector clients including:

Financial: Regency Bank, Western Bank, Great Western Bank, Fresno Bank of Commerce, San Joaquin Funding, Builders Mortgage, Cambridge Capital, Mercury Savings & Loan, Republic Savings & Loan, PV Financial, Central Bank, American National Bank, University Savings & Loan, Mitsubishi Bank, Bank of California, Pacific First Bank, Tokai Bank, Wells Fargo Bank, Mineral King Bank, Capital Bank, Imperial Thrift, United Security Bank, TOPA Thrift & Loan, Money Store Investment Corp., Banc One, Bank of the Sierra, WestAmerica Bank, Cypress Coast Bank, Stockton Savings Bank, Met-Life, Coopers & Lybrand, Truckee River Bank, CB Commercial, J.P. Morgan, GMAC, Washington Capital, Washington Mortgage, Banc One Capital Funding.

Industry: Wilbur Ellis Company, Hydro Conduit, Fruehauf, Pacific Choice Brands, Penniman-Thermo King, Southern Pacific Railroad, Southern California Edison.

Public: Cities of Fresno, Hanford, Sanger, Coalinga, Firebaugh, Madera, Clovis; Counties of Fresno, Kings, Madera, and Tulare; Redevelopment Agencies of Fresno, Clovis, Visalia, Sanger and Tulare; Federal Deposit Insurance Corporation (FDIC); Housing and Urban Development (HUD); California Housing Finance Agency (CHFA); Federal Aviation Administration (FAA); Resolution Trust Corporation (RTC); Department of Fish and Game.

Special Purpose: Convalescent hospitals, day care centers, churches, residential care facilities, senior citizen apartment projects, subdivisions, assessment districts, historic properties, hotels, railroad rights-of-way.

Oil Companies: Shell, Chevron, Unocal, Atlantic Richfield, Texaco.

Schools: Districts of Kerman and Hanford.

DESIGNATIONS, AFFILIATIONS

MAI Member Appraisal Institute Northern California Chapter.
Fresno Chapter Newsletter Editor & Publisher (1992/1993).

SR/WA Candidate International Right-of-Way Association. Newsletter Editor & Publisher.
Chapter President 1996.

BREA Bureau of Real Estate Appraisers, State of California. Certified General Real Estate Appraiser (2/4/92).
Certification No. AG002880 (valid through April 24, 2024)

GREGG J. PALMER, MAI

Page Two

COURT

Superior Court of the State of California.

Qualified as an Expert Witness

TEACHING

California State University, Fresno

Principles of Real Estate

GEOGRAPHIC AREA

California: Counties of: Fresno, Madera, Merced, Stanislaus, Sacramento, Kings, Tulare, Kern, Inyo, San Joaquin, Santa Barbara, Mono, Los Angeles, San Diego, Del Norte, Tehama, and Imperial.

Other States: Oregon

EDUCATION, PROFESSIONAL DEVELOPMENT

California State University, Fresno

Bachelor of Arts Degree - English

American Institute of Real Estate Appraisers Real Estate Appraisal Principles, Basic Valuation Procedures, Standards of Professional Practice, Capitalization Theory & Techniques Parts A & B, Case Studies in Real Estate Valuation, Report Writing & Valuation Analysis

◆ ◆ ◆ ◆

LIMITING CONDITIONS

In acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith, it has been assumed by these appraisers:

1) Limit of Liability:

The liability of James G. Palmer Appraisals Inc., and employees, is limited to the client only and to the fee actually received by Appraiser(s). Further, there is no accountability, obligation, or liability to any third party. If this report is disseminated to anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The Appraiser(s) is in no way to be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property; physically, financially, and/or legally. In the case of limited partnerships or syndication offerings or stock offerings in real estate, client agrees that if a legal action is initiated by any lender, partner, part owner in any form of ownership, tenant, or any other party, the client will hold the Appraiser completely harmless in any such action from any and all awards or settlements of any type, regardless of outcome.

2) Copies, Publication, Distribution, Use of Report:

Possession of this report or any copy thereof, does not carry with it the right to publication, nor may it be used for other than its intended use; the physical report(s) remain the property of the Appraiser(s) for the use of the client, the fee being for the analytical services only. No right is given to copy all or part of this report.

Except, as hereinafter provided, the client may distribute copies of this appraisal report in its entirety to such third parties as he may select; however, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatories of this appraisal report. Neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations, news, sales or other media for public communication without the prior written consent of the appraiser. (See last item in following list for client agreement/consent.)

3) Confidentiality:

This appraisal is to be used only in its entirety and no part is to be used without the whole report. All conclusions and opinions concerning the analysis as set forth in the report were prepared by the Appraiser(s) whose signature(s) appear on the appraisal report, unless indicated as "Review Appraiser". No change of any item in the report shall be made by anyone other than the Appraiser(s). The Appraiser(s) and firm shall have no responsibility if any such unauthorized change is made. The Appraiser(s) may not divulge the material (evaluation) contents of the report, analytical findings, or conclusions, or give a copy of this report to anyone other than the client or his designee as specified in writing.

4) Information Use:

No responsibility is assumed for accuracy of information furnished by work of others, the client, his designee, or public records. We are not liable for such information or the work of possible subcontractors. Be advised that some of the people associated with James G. Palmer Appraisals Inc. and signing the report are independent contractors. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit or other source though reasonable; all are considered appropriate for inclusion to the best of our factual judgment and knowledge. An impractical and uneconomic expenditure of time would be required in attempting to furnish unimpeachable verification in all instances, particularly as to engineering and market-related information.

5) Testimony, Consultation, Completion, of Contract For Appraisal Service:

The contract for appraisal, consultation, or analytical service is fulfilled and the total fee is payable upon completion of the report. The Appraiser(s) or those assisting in preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal, in full or in part, nor engage in post appraisal consultation with the client or third parties except under separate and special arrangement and at additional fee. If testimony or deposition is required as a result of any subpoena, the client shall be responsible for any additional time, fees, and charges, regardless of issuing party.

6) Exhibits:

Any sketches, maps, and photographs in this report are included to assist the reader in visualizing the property and are not necessarily to scale. Site plans are not surveyed unless shown from separate surveyor.

7) Legal Engineering, Financial, Structural, or Mechanical Components; Soil Quality:

No responsibility is assumed for matters legal in character or nature, nor of any architectural, structural, mechanical, or engineering nature. No opinion is rendered as to the title, which is presumed to be good and merchantable. The property is appraised as if free and clear, unless otherwise stated in the appraisal report.

The legal description is assumed to be correct as used in this report furnished by the client, his designee, or as derived by the Appraiser(s).

Please note that no advice is given regarding mechanical equipment or structural integrity or adequacy, soils and potential for settlement on drainage, matters concerning liens, title status, and legal marketability, and similar matters. The client should seek assistance from qualified architectural, engineering, or legal professionals regarding such matters. The lender and owner should inspect the property before any disbursement of funds. Further, it is likely that the lender or owner may wish to require mechanical structural inspections by a qualified and licensed contractor, civil or structural engineer, architect, or other expert.

The Appraiser(s) has inspected as far as possible, by observation, the land and the improvements; however, it was not possible to personally observe conditions beneath the soil or hidden structural or other components. We have not critically inspected mechanical components within the improvements and no representations are made herein as to these matters unless specifically stated and considered in the report. The value estimate considers there being no such conditions that would cause a loss of value. The land or the soil of the area being appraised appears firm; however, subsidence in the area is unknown. The Appraiser(s) do not warrant against this condition or occurrence of problems arising from soil conditions.

The appraisal is based upon there being no hidden, unapparent, or apparent conditions of the site, subsoil, or structures or toxic materials which would render it more or less valuable. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them. All mechanical components are assumed to be in operable condition and status standard for properties of the subject type. Conditions of heating, cooling, ventilating, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. No judgment may be made by use as to adequacy of insulation, type of insulation, or energy efficiency of the improvements or equipment which is assumed standard for the subject property's age and type.

If the Appraiser(s) has not been supplied with a termite inspection, survey or occupancy permit, no responsibility or representation is assumed or made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained. No representations or warranties are made concerning the above mentioned items.

The Appraiser(s) assumes no responsibility for any costs or consequences arising due to the need, or the lack of need for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contracted to determine the actual need for Flood Hazard Insurance.

8) **Legality of Use:**

The appraisal is based on the premise that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in the report, and that all applications zoning, building, use regulations and restrictions of all types have been complied with unless otherwise stated in the report. It is further assumed that all required licenses, consents, permits, or other legislative or administrative approvals from all applicable local, state, federal and/or private authorities have been or can be obtained or renewed for any use considered in the value estimate.

9) **Component Values:**

The allocation of the total valuation in this report between land and improvements, if included in this report, applies only under the use of the property which is assumed in this report. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

10) **Auxiliary and Related Studies:**

No environmental or impact studies, special market study or analysis, special highest and best use study or feasibility study has been requested or made unless specified in an agreement for services or so stated in this report.

11) **Dollar Values, Purchasing Power:**

The market value estimate and the cost used are as of the date of the estimate of value. All dollar amounts are based on the purchasing power and value of the dollars as of the date of the value estimate.

12) **Value Change, Dynamic Market, Influences, Alteration of Estimate By Appraiser:**

The estimated market value, which is defined in the report, is subject to change with market changes over time. Value is highly related to exposure, time, promotional effort, terms, motivation, and conditions. The value estimate considers the productivity and relative attractiveness of the property physically and economically in the marketplace as of the date of value.

In cases of appraisals involving the capitalization of income benefits, the estimate of market value or investment value or value in use is a reflection of such benefits and Appraiser's interpretation of income and yields and other factors derived from general and specific client and market information. Such estimates are as of the date of the estimate of value, and they are thus subject to change as the market changes.

The "Estimate of Market Value" in the appraisal report is not based in whole or in part upon race, color, or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

The appraisal report and value estimate are subject to change if the physical or legal entity or the terms of financing are different from what is set forth in this report.

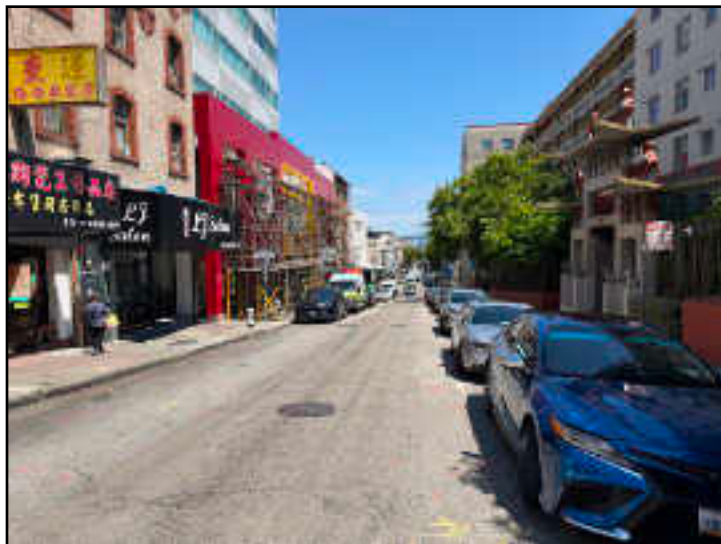
- 13) **Inclusions:**
Except as specifically indicated and typically considered as a part of the real estate, furnishings, equipment, other personal property, or business operations have been disregarded with only the real estate being considered in the value estimate. In some property types, business and real estate interests and values are combined but only if so stated.
- 14) **Proposed Improvements, Conditioned Value:**
Improvements proposed, if any, onsite or offsite, as well as any repairs required are considered for purposes of this appraisal to be completed in good and workmanlike manner according to information submitted and/or considered by the appraisers. In case of proposed construction, the appraisal is subject to change upon inspection of the property after construction is completed. This estimate of market value is as of the date shown, as proposed, as if completed, and operating at levels shown and projected, unless otherwise stated.
- 15) **Management of the Property:**
It is assumed that the property which is the subject of this report will be under typically prudent and competent management, neither inefficient nor superefficient.
- 16) **Fee:**
The fee for this appraisal or study is for the service rendered and not solely for the time spent on the physical report or the physical report itself.
- 17) **Insulation and Toxic Materials:**
Unless otherwise stated in this report, the Appraiser(s) signing this report have no knowledge concerning the presence or absence of toxic materials and/or ureaformaldehyde foam insulation in existing improvements. If such is present, the value of the property may be adversely affected.
- 18) **Change, Modifications:**
The Appraiser(s) reserve the right to alter statements, analyses, conclusions or any value estimate in the appraisal if there becomes known to them facts pertinent to the appraisal process which were unknown when the report was finished.
- 19) **Limiting Conditions:**
This report sets forth all of the limiting conditions affecting the analysis, opinions, and conclusions contained in this report.
- 20) **Acceptance:**
Acceptance and/or use of this appraisal report by the client or any third party constitutes acceptance of the above conditions. Appraiser liability extends only to the stated client and not to subsequent parties or users. And the liability is limited to the amount of fee received by the Appraiser(s).
- 21) **Americans with Disabilities Act:**
The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific compliance survey and analysis of the property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect on the property's market value. Since we have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of the ADA in our market value estimates.
- 22) **Fair Housing Amendments Act:**
In accordance with the Fair Housing Amendments Act, it is illegal for an Appraiser(s) to discriminate against any person because of race, color, religion, sex, hardship, familial status, or national origin. This appraisal complies with all rules and regulations prohibiting discrimination on the basis of race, color, religion, sex, nation origin, and marital status.
- 23) **Year 2000 Compliance:**
Unless otherwise stated in this report, problems with year 2000 compliance were not investigated, nor called to the attention of, nor did the appraiser become aware of such during the appraiser's inspection. Problems with year 2000 compliance of embedded systems and the cost to correct them would affect the value of the property, but the appraiser is not qualified to recognize or estimate the cost. This appraisal is predicated on the assumption that no such year 2000 problems exist and no responsibility is assumed for any such problems, nor for any expertise or knowledge required to discover them.
- 24) **Unforeseeable Events:**
The appraiser cannot be held responsible for unforeseeable events that alter market conditions (that occur subsequent to the date of the preparation of the report, but) prior to the effective date of the appraisal.
- 25) **Prospective Valuation:**
In preparing appraisals that include prospective (future) valuations, the appraiser cannot be held responsible for the unforeseeable events that alter market conditions (those that occur subsequent to the date of preparation of the report but, prior to the effective date of appraisal).

ADDENDA

SUBJECT PHOTOGRAPHS



SUBJECT PROPERTY



STREET VIEW
EAST ALONG PACIFIC STREET

DETAIL REPORT

Property Address: **758 PACIFIC AVE SAN FRANCISCO CA 94133-4440**

Ownership

Parcel# (APN): **0161 -014**
Parcel Status:
Owner Name: **NEW ASIA HOUSING LP**
Mailing Addr: **615 GRANT AVE SAN FRANCISCO CA 94108**
Legal Description:

Assessment

Total Value:	\$805,696	Tax Rate Area:	001-000	County Zoning Code:	CRNC
Land Value:	\$423,617	Year Assd:	2025		
Impr Value:	\$382,079	Census Tract:	108.00/2		
Other Value:		Use Code:	C		
% Improved:	47%	Use Type:	RETAIL SALES		
Exempt Amt:					
Exempt Type:					

Sale History

	Sale1	Sale2	Sale3	Transfer
Recording Date:	09/27/2024	08/08/2023		09/27/2024
Recording Doc:	74675	58930		74675
Doc Type:	GRANT DEED	GRANT DEED		
Transfer Amount:		\$2,000,000		
Price/SqFt:				
Seller (Grantor):	CHINATOWN COMMUNITY DEVE			

Property Characteristics

Bedrooms:	Fireplace:	Units:	2
Baths (Full): 3	A/C:	Stories:	2.0
Baths (Half):	Heating:	Quality:	
Total Rooms: 9	Pool:	Building Class:	C
Bldg/Liv Area: 3,582	Park Type:	Condition:	
Lot Acres: 0.044	Spaces:	Site influence:	
Lot SqFt: 1,950	Garage SqFt:	Timber Preserve:	
Year Built: 1926	Bsmt SqFt: N/A	Ag Preserve:	
Effective Year:			



SOIL REPORT

758 PACIFIC AVE SAN FRANCISCO CA 94133-4440



USDA Soil Legend

Symbol	Name	Slope Gradient	Irrigated Capacity Class	Non-Irrigated Capacity Class	Storie Index	Acres	Parcel %
	0131 Urban land	8		8		.044	100.00
Total Acres:						.044	



RECORDING REQUESTED BY:

Old Republic Title Company

Escrow No.: 0227029143
APN: Block 0161, Lot 014
Situs: 758 Pacific Avenue

When Recorded Mail Document and Tax Statements to:

Chinatown Community Development Center, Inc.
615 Grant Avenue
San Francisco, CA 94108

City and County of San Francisco
Joaquin Torres, Assessor-Recorder

Doc #	2023058930	Fees	\$33.00
8/8/2023	7:03:19 AM	Taxes	\$15,000.00
GS	Electronic	Other	\$0.00
Pages	4	SB2 Fees	\$0.00
Customer	9001	Paid	\$15,033.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Grant Deed

Exempt from fee per GC27388.1(a)(2) and GC27388.2(b) ; document is subject to the imposition of documentary transfer tax

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is \$15,000.00

(X) computed on full value of property conveyed, or

() computed on full value less of liens and encumbrances remaining at time of sale.

() Unincorporated area: (X) City of San Francisco

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Arely K. Mew, Trustee of The Arely K. Mew 1990 Revocable Trust dated April 30, 1990

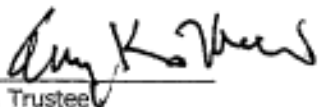
hereby GRANT(S) to

Chinatown Community Development Center, a California nonprofit public benefit corporation

that property in City of San Francisco, San Francisco County, State of California, described as:
See "Exhibit A" attached hereto and made a part hereof.

Date: June 15, 2023

Arely K. Mew, Trustee of the Arely K. Mew 1990 Revocable
Trust

By: 

Arely K. Mew, Trustee

RECORDING REQUESTED BY:

Old Republic Title Company

Escrow No.: 0227029143

APN: Block 0161, Lot 014

Situs: 758 Pacific Avenue

When Recorded Mail Document and Tax Statements to:

Chinatown Community Development Center, Inc.
615 Grant Avenue
San Francisco, CA 94108

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Grant Deed

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(X) computed on full value of property conveyed, or

() computed on full value less of liens and encumbrances remaining at time of sale.

() Unincorporated area: (X) City of San Francisco

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Arely K. Mew, Trustee of The Arely K. Mew 1990 Revocable Trust dated April 30, 1990

hereby GRANT(S) to

Chinatown Community Development Center, a California nonprofit public benefit corporation

that property in City of San Francisco, San Francisco County, State of California, described as:
See "Exhibit A" attached hereto and made a part hereof.

Date: June 15, 2023

Arely K. Mew, Trustee of the Arely K. Mew 1990 Revocable Trust

By: 

Arely K. Mew, Trustee

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

State of California
County of Alameda

On August 2, 2023 before me, Chester Saing a Notary Public, personally
appeared Arey K. New who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

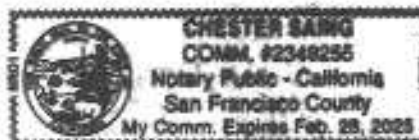
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and
correct.

WITNESS my hand and official seal.

Signature: [Signature]

Name: Chester Saing
(Typed or Printed)

(Seal)



ILLEGIBLE NOTARY SEAL DECLARATION

Government Code 27361.7

I certify under penalty of perjury under the laws of the State of California that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary CHESTER SAING

Name of County SAN FRANCISCO

Date of Commission Expires FEBRUARY 28, 2025

Notary Identification Number 2349255


Signature of person (firm names if any) making verification

Date 8/2/2023

Location SAN FRANCISCO
(City)
State of California

EXHIBIT A

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

Beginning at a point on the Northerly line of Pacific Avenue, distant thereon 137 feet and 6 inches Easterly from the Easterly line of Stockton Street; running thence Easterly along said line of Pacific Avenue 20 feet to a point distant thereon 42 feet Westerly from the Westerly line of Pelton Place; thence at a right angle Northerly 97 feet and 6 inches; thence at a right angle Westerly 20 feet; thence at a right angle Southerly 97 feet and 6 inches to the point of beginning.

Being a portion of 50 Vara Block No. 110.

Assessor's Lot: 014; Block: 0161

Location & Property Identification

Property Name: Hyde Pacific Liquor
Property Type: Improved Condo
Address: 1600 Hyde Street
City/ State/ Zip: San Francisco, CA 94109
County: San Francisco
Submarket: San Francisco

Sale Information

Sale Price: \$1,826,000
CEq Price: \$589,000
Sale Date: May 13, 2026
Sale Status: Sale
Grantor: Gabbay Family Trust
Grantee: 1600 Hyde Street LLC
Property Rights: Fee Simple
Document: 46052
Data Source: CoStar/Parcel Quest/Public Documents

Improvement & Site Data

Legal/ Tax/ APN: 46052
Acres (Gross): 0.03
Land - SF (Gross): 1,307
Zoning: NC2
Description: Commercial
Orientation: Corner
Offsites: Full
Building Area: 1,029
Total Units: 1
Quality: Average
Condition: Average
Buildings/Stories: 1/3
Parking Spaces: 0.00
Parking Type: Street
Parking Ratio: 0
Year Built: 1900



Economic Indicators

Price/SF - Land: \$450.65
Price/AC - Land: \$19,633,333
Price/SF - Building: \$572.40
Unit Price: \$589,000.00
Gross Annual Income:
Vacancy:
Expenses:
Net Operating Income:
Capitalization Rate:

Comments

Single unit commercial condo within a 3-story commercial building. The property was acquired with \$815,000 cash down and the balance financed by Redwood Credit Union at market terms.

Location & Property Identification

Property Name: Kabuki
Property Type: Improved Commercial
Address: 767 Bush Street
City/ State/ Zip: San Francisco, CA 94108
County: San Francisco
Submarket: San Francisco

Sale Information

Sale Price: \$1,328,000
CEq Price: \$1,328,000
Sale Date: April 30, 2026
Sale Status: Sale
Grantor: Ino Takeo
Grantee: Portia Si Li
Property Rights: Fee Simple
Document: 42523
Data Source: CoStar/Parcel Quest/Public Documents

Improvement & Site Data

Legal/ Tax/ APN: 0284-017
Acres (Gross): 0.05
Land - SF (Gross): 2,178
Zoning: RC4
Description: Commercial Residential
Orientation: Interior
Offsites: Full
Building Area: 1,940
Total Units: 2
Quality: Average
Condition: Average
Buildings/Stories: 1/2
Parking Spaces: 0.00
Parking Type: Street
Parking Ratio: 0
Year Built: 1921



Economic Indicators

Price/SF - Land: \$609.73
Price/AC - Land: \$26,560,000
Price/SF - Building: \$684.54
Unit Price: \$664,000.00
Gross Annual Income:
Vacancy:
Expenses:
Net Operating Income:
Capitalization Rate:

Comments

Small mixed use store front with ground level commercial and second story residential. The property was acquired with cash down and the balance financed by a third party.

Location & Property Identification

Property Name: Improved Commercial
Property Type: Improved Commercial
Address: 1007 Market Street
City/ State/ Zip: San Francisco, CA 94103
County: San Francisco
Submarket: San Francisco

Sale Information

Sale Price: \$2,400,000
CEq Price: \$2,400,000
Sale Date: August 11, 2025
Sale Status: Sale
Grantor: Cast 1007 Market, LLC
Grantee: Central City Hospitality
Property Rights: Fee Simple
Document: 65973
Data Source: CoStar/Parcel Quest/Public Documents

Improvement & Site Data

Legal/ Tax/ APN: 3703-078
Acres (Gross): 0.05
Land - SF (Gross): 2,125
Zoning: C3G
Description: Commercial
Orientation: Corner
Offsites: Full
Building Area: 4,250
Total Units: 1
Quality: Average
Condition: Average
Buildings/Stories: 1/3
Parking Spaces: 0.00
Parking Type: Street
Parking Ratio: 0
Year Built: 1911



Economic Indicators

Price/SF - Land: \$1,129.41
Price/AC - Land: \$48,000,000
Price/SF - Building: \$564.71
Unit Price: \$2,400,000.00
Gross Annual Income:
Vacancy:
Expenses:
Net Operating Income:
Capitalization Rate:

Comments

Multistory building purchased by a non profit. Purchased for conversion into a shelter and social services.

Location & Property Identification

Property Name: LT Jewelry
Property Type: Improved Mixed Use
Address: 550 Grant Street
City/ State/ Zip: San Francisco, CA 94108
County: San Francisco
Submarket: San Francisco

Sale Information

Sale Price: \$1,638,000
CEq Price: \$1,638,000
Sale Date: April 24, 2025
Sale Status: Sale
Grantor: Chung Wong Kwok
Grantee: JA First Investments
Property Rights: Fee Simple
Document: 40879
Data Source: CoStar/Parcel Quest/Public Documents

Improvement & Site Data

Legal/ Tax/ APN: 0258-019
Acres (Gross): 0.02
Land - SF (Gross): 1,000
Zoning: CCB
Description: Commercial
Orientation: Interior
Offsites: Full
Building Area: 2,093
Total Units: 2
Quality: Average
Condition: Average
Buildings/Stories: 1/2
Parking Spaces: 0.00
Parking Type: Street
Parking Ratio: 0
Year Built: 1921



Economic Indicators

Price/SF - Land: \$1,638.00
Price/AC - Land: \$81,900,000
Price/SF - Building: \$782.61
Unit Price: \$819,000.00

Gross Annual Income:

Vacancy:

Expenses:

Net Operating Income:

Capitalization Rate:

Comments

Small mixed use store front with ground level commercial and second story residential. This was an all cash transaction. The exposure time was approximately 6 months.

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A Preliminary Change of Ownership Report must be filed with each conveyance in the County Recorder's office for the county where the property is located.

NAME AND MAILING ADDRESS OF BUYER/TRANSFEEE
(Make necessary corrections to the printed name and mailing address)

ASSESSOR'S PARCEL NUMBER

Block 0161, Lot 014

SELLER/TRANSFEROR

The Arey K. Mew 1990 Revocable Trust

BUYER'S DAYTIME TELEPHONE NUMBER

(415) 722-2947

BUYER'S EMAIL ADDRESS

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY

758 Pacific Avenue, San Francisco, CA 94133

☐ YES ☒ NO

This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.

MO

DAY

YEAR

☐ YES ☒ NO

Are you a 100% rated disabled veteran who was compensated at 100% by the Department of Veterans Affairs or an unmarried surviving spouse of a 100% rated disabled veteran?

MAIL PROPERTY TAX INFORMATION TO (NAME)

Chinatown Community Development Center, a California nonprofit public benefit co

MAIL PROPERTY TAX INFORMATION TO (ADDRESS)

615 Grant Avenue

CITY

San Francisco

STATE

CA

ZIP CODE

94108

PART 1. TRANSFER INFORMATION

Please complete all statements.

YES NO This section contains possible exclusions from reassessment for certain types of transfers.

☐ ☒

A. This transfer is solely between spouses (addition or removal of a spouse, death of a spouse, divorce settlement, etc.).

☐ ☒

B. This transfer is solely between domestic partners currently registered with the California Secretary of State (addition or removal of a partner, death of a partner, termination settlement, etc.).

☐ ☒

*C. This is a transfer: ☐ between parent(s) and child(ren) ☐ between grandparent(s) and grandchild(ren).

Was this the transferor/grantor's principal residence? ☐ YES ☐ NO

☐ ☒

*D. This transfer is the result of a cotenant's death. Date of death _____

☐ ☒

*E. This transaction is to replace a principal residence owned by a person 55 years of age or older.

☐ ☒

*F. This transaction is to replace a principal residence by a person who is severely disabled.

☐ ☒

*G. This transaction is to replace a principal residence substantially damaged or destroyed by a wildfire or natural disaster for which the Governor proclaimed a state of emergency.

☐ ☒

H. This transaction is only a correction of the name(s) of the person(s) holding title to the property (e.g., a name change upon marriage). If YES, please explain: _____

☐ ☒

I. The recorded document creates, terminates, or reconveys a lender's interest in the property.

☐ ☒

J. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (e.g., cosigner). If YES, please explain: _____

☐ ☒

K. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.

L. This is a transfer of property:

☐ ☒

1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of

☐ the transferor, and/or ☐ the transferor's spouse ☐ registered domestic partner.

☐ ☒

2. to/from an irrevocable trust for the benefit of the

☐ creator/grantor/trustor and/or ☐ grantor's/trustor's spouse ☐ grantor's/trustor's registered domestic partner.

☐ ☒

M. This property is subject to a lease with a remaining lease term of 35 years or more including written options.

☐ ☒

N. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.

☐ ☒

O. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions, or restrictions imposed by special nonprofit corporations.

☐ ☒

*P. This transfer is to the first purchaser of a new building containing a ☐ leased ☐ owned active solar energy system.

☐ ☒

Q. Other. This transfer is to _____

* Please refer to the instructions for Part 1. Please provide any other information that will help the Assessor understand the nature of the transfer.

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION

PART 2. OTHER TRANSFER INFORMATION

Check and complete as applicable.

A. Date of transfer, if other than recording date: _____

B. Type of transfer:

☒ Purchase ☐ Foreclosure ☐ Gift ☐ Trade or exchange ☐ Merger, stock, or partnership acquisition (Form BOE-100-B)☐ Contract of sale. Date of contract: _____ ☐ Inheritance. Date of death: _____☐ Sale/leaseback ☐ Creation of a lease ☐ Assignment of a lease ☐ Termination of a lease. Date lease began: _____

Original term in years (including written options): _____

Remaining term in years (including written options): _____

☐ Other. Please explain: _____C. Only a partial interest in the property was transferred. ☐ YES ☒ NO If YES, indicate the percentage transferred: _____ %**PART 3. PURCHASE PRICE AND TERMS OF SALE**

Check and complete as applicable.

A. Total purchase price: _____

\$ 2,000,000.00

B. Cash down payment or value of trade or exchange excluding closing costs

Amount \$ 2,000,000.00

C. First deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____

Amount \$ _____

☐ FHA (____ Discount Points) ☐ Cal-Vet ☐ VA (____ Discount Points) ☐ Fixed rate ☐ Variable rate☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller☐ Balloon payment \$ _____ Due date: _____

D. Second deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____

Amount \$ _____

☐ Fixed rate ☐ Variable rate ☐ Bank/Saving & Loan/Credit Union ☐ Loan carried by seller☐ Balloon payment \$ _____ Due date: _____E. Was an Improvement Bond or other public financing assumed by the buyer? ☐ YES ☐ NO Outstanding balance \$ _____

F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price \$ _____

G. The property was purchased: ☐ Through real estate broker. Broker name: _____ Phone Number: (____) _____☐ Direct from seller ☐ From a family member-Relationship _____☐ Other. Please explain: _____

H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.

PART 4. PROPERTY INFORMATION

Check and complete as applicable.

A. Type of property transferred

☐ Single-family residence☐ Multiple-family residence. Number of units: _____☐ Other. Description: (i.e., timber, mineral, water rights, etc.) _____☐ Co-op/Own-your-own☐ Condominium☐ Timeshare☐ Manufactured home☐ Unimproved lot☒ Commercial/IndustrialB. ☐ YES ☒ NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.

If YES, enter the value of the personal/business property: \$ _____ Incentives \$ _____

C. ☐ YES ☒ NO A manufactured home is included in the purchase price.

If YES, enter the value attributed to the manufactured home: \$ _____

☐ YES ☐ NO The manufactured home is subject to local property tax. If NO, enter the decal number: _____D. ☒ YES ☐ NO The property produces rental or other income.If YES, the income is from: ☒ Lease/rent ☐ Contract ☐ Mineral rights ☐ Other: _____E. The condition of the property at the time of sale was: ☒ Good ☐ Average ☐ Fair ☐ Poor

Please describe: _____

CERTIFICATION

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF BUYER/TRANSFeree OR CORPORATE OFFICER

DATE

TELEPHONE

NAME OF BUYER/TRANSFeree/LEGAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT)

TITLE

EMAIL ADDRESS

RITA LIN

ESROW OFFICER

8/2/2023

(415) 722-2947

The Assessor's office may contact you for additional information regarding this transaction.



CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF THE ASSESSOR-RECORDER

TRANSFER TAX AFFIDAVIT

FOR RECORDER'S USE ONLY
Document Number:

NOTICE: ANY MATERIAL MISREPRESENTATION OF FACT IN THIS AFFIDAVIT IS A MISDEMEANOR UNDER SAN FRANCISCO BUSINESS AND TAX REGULATIONS CODE SECTION 1116. ANY PERSON WHO MAKES SUCH A MISREPRESENTATION IS SUBJECT TO PROSECUTION FOR SUCH OFFENSE.

The information provided in this affidavit shall be maintained confidential to the extent provided in Section 1118 of the San Francisco Business and Tax Regulations Code.

1. PROPERTY LOCATION – ASSESSOR'S PARCEL NUMBER (APN): Block: 0161 Lot: 014
Street Address: 758 Pacific Avenue, San Francisco CA 94133

2. NAME OF GRANTEE: C.C.D.C. NAME OF GRANTOR: Arey K. Mew 1990 Revocable Trust

3. IS THIS A FORECLOSURE / DEED IN LIEU OF FORECLOSURE OR A TRUSTEE SALE?

☐ Yes (Complete this section) ☒ No (Proceed to #4)

Is the Grantee the foreclosing Beneficiary? ☐ Yes (Complete 3a) ☐ No (Complete 3b)

a. If yes, calculate:

Amount paid in excess of the amount of unpaid debt discharged (Including Costs; if less than \$0, enter \$0) \$ _____
plus Unpaid debt remaining on the property assumed by grantee \$ _____
equals Taxable Basis (enter amount on Line 10a) \$ _____

b. If no, calculate:

Total amount paid at trustee sale \$ _____
plus Unpaid debt remaining on the property assumed by grantee \$ _____
equals Taxable Basis (enter amount on Line 10a) \$ _____

4. IS THIS A LEASE? ☐ Yes (Complete this section) ☒ No (Proceed to #5)

a. Is the remaining term of the lease including renewal options equal to or greater than 35 years?

☐ Yes (Complete i and ii) ☐ No (No transfer tax is due)

i. If yes, submit copy of lease or summary of the financial terms

ii. Consideration or Value of leasehold interest: \$ _____; enter amount on line 10a

5. IS THIS A QUALIFYING RENT-RESTRICTED AFFORDABLE HOUSING TRANSFER UNDER THE COMMUNITY OPPORTUNITY TO PURCHASE ACT (COPA)? ☐ Yes ☒ No (Proceed to #6)

If yes, a certificate from the Mayor's Office of Housing and Community Development confirming the transfer qualifies under Section 41B.6 of the Administrative Code must be submitted

6. IS THIS AN UNRECORDED TRANSFER UNDER SECTION 1111(d) OF THE SAN FRANCISCO BUSINESS AND TAX REGULATIONS CODE? ☐ Yes (Complete this section) ☒ No (Proceed to #7)

a. If yes, date of transfer: _____

b. Fair market value of realty: \$ _____ Enter amount on line 10b

7. IS THIS A TRANSFER INVOLVING A LEGAL ENTITY/TRUST IN WHICH THE PROPORTIONAL OWNERSHIP INTEREST REMAINS THE SAME BEFORE AND AFTER THE TRANSFER?

☐ Yes (No tax due) ☒ No (Proceed to #8)

Note: Transfers involving legal entities in which a proportional interest exemption is claimed **must** provide copies of formation documents, such as LLC Operating Agreement, Partnership Agreement, Certificate of Shareholders, etc. in all cases other than transferring to the individual's own trust wherein the name of the trust contains that of the individual.

8. IS THIS A GIFT, INHERITANCE, OR OTHER TRANSFER FOR NO CONSIDERATION IN WHOLE OR IN PART?

☐ Yes (Complete this section) ☒ No (Proceed to #9)

☐ Gift ☐ Inheritance ☐ Add/Release co-signer ☐ Other _____

Date of Transfer/Date of Death: _____

Fair market value on date of transfer/death: \$ _____

Name of Grantor/Donor/Decedent: _____

Name of Grantee/Recipient: _____

Amount paid for any portion of transferred property: \$ _____; enter amount on Line 10a

9. DO YOU CONTEND THAT NO TRANSFER TAX IS DUE FOR A REASON NOT EXPLAINED ABOVE?

☒ No (Proceed to #10)

☐ Yes - Provide full explanation why you contend no transfer tax is due (use additional papers if necessary).

10. TAXABLE TRANSACTIONS

Complete the following and calculate the tax below:

a. Consideration Paid \$ 2,000,000.00
(including value of any lien or encumbrance remaining thereon at the time of transfer)

b. Fair Market Value \$ _____

c. Documentary Transfer Tax (Payment Due) \$ 15,000.00

TRANSFER TAX – Imposed per Article 12-C of San Francisco Business and Tax Regulations Code	
If entire consideration or value is:	Tax rate for entire consideration or value is:
More than \$100 but less than/equal to \$250,000	\$2.50 for each \$500 or portion thereof
More than \$250,000 but less than \$1,000,000	\$3.40 for each \$500 or portion thereof
\$1,000,000 or more but less than \$5,000,000	\$3.75 for each \$500 or portion thereof
\$5,000,000 or more but less than \$10,000,000	\$11.25 for each \$500 or portion thereof
\$10,000,000 or more but less than \$25,000,000	\$27.50 for each \$500 or portion thereof
\$25,000,000 or more	\$30.00 for each \$500 or portion thereof

Note: The maximum tax rate for qualified transfers under the Community Opportunity to Purchase Act is \$3.75 per \$500 or portion thereof, per §1108.6 of Article 12-C of San Francisco Business and Tax Regulations Code.

11. CONTACT INFORMATION

a. Name of contact person: Bo Han

b. Telephone number: (415) 722-2947

c. Mailing address: 615 Grant Ave. SF CA 94108

I DECLARE OR AFFIRM UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

x

Malcolm Yeung, Executive Director

Signature of Filer

Print Name and Title of Filer

San Francisco, Ca

x

8/3/2023

Place of Execution (City, County, State)

Date of Execution

SEC. 812. CHINATOWN RESIDENTIAL NEIGHBORHOOD COMMERCIAL DISTRICT.



New Ordinance Notice

Publisher's Note: This section has been **AMENDED** by new legislation (Ord. [264-22](#), approved 12/22/2022, effective 1/22/2023). The text of the amendment will be incorporated under the new section number when the amending legislation is effective.

The Chinatown Residential Neighborhood Commercial District extends along Stockton Street between Sacramento and Broadway and along Powell Street between Washington Street and Broadway. It is generally west and uphill from Grant Avenue and is close to the relatively intensely developed residential areas of lower Nob and Russian Hills. Stockton Street is a major transit corridor which serves as “Main Street” for the Chinatown neighborhood. Both Stockton and Powell Streets contain a significant amount of housing as well as major community institutions supportive to Chinatown and the larger Chinese community. This daytime-oriented district provides local and regional specialty food shopping for fresh vegetables, poultry, fish, and meat. Weekends are this area’s busiest shopping days.

Because Stockton Street is intended to remain principally in its present character, the Stockton Street controls are designed to preserve neighborhood-serving uses and protect the residential livability of the area. The controls promote new residential development compatible with existing small-scale mixed-use character of the area. Consistent with the residential character of the area, commercial development is directed to the ground story. Daytime-oriented use is protected and tourist-related uses and financial services are limited.

Housing development in new and existing buildings is encouraged above the ground floor. Institutional uses are also encouraged. Existing residential units are protected by limits on demolition and conversion. Accessory Dwelling Units are permitted within the district pursuant to subsection 207(c)(4) of this Code.

Table 812

CHINATOWN RESIDENTIAL NEIGHBORHOOD COMMERCIAL DISTRICT

ZONING CONTROL TABLE

		Chinatown Residential Neighborhood Commercial District
Zoning Category	§ References	Controls
		Chinatown Residential Neighborhood Commercial District
Zoning Category	§ References	Controls
BUILDING STANDARDS		
Massing and Setbacks		
Height and Bulk Limits	§§ 102, 105, 106, 250 - 252, 254, 260, 263.4, 270, 271. See also Height and Bulk District Maps	40-X, 50-N, 65-N, 65-85-N, & 110-G. P up to 35 feet; C above 35 feet. See Height and Bulk Map for more information.
5 Foot Height Bonus for Active Ground Floor Uses	§ 263.20	Not Permitted
Rear Yard	§§ 130, 134, 134.1, 136	No more than 75% of lot coverage at the lowest level occupied by a dwelling. Location of open space may be modified per § 134.1.
Sun Access Setbacks	§ 132.3	15 ft. at specified heights
Front Setback and Side Yard	§§ 130, 131, 132, 133	Not Required.
Street Frontage and Public Realm		

Streetscape and Pedestrian Improvements	§ 138.1	Required
Street Frontage Requirements	§ 145.1	Required
Maximum Street Frontage [per building]	§ 145.3	P up to 50 feet; C required for more than 50 feet
Ground Floor Commercial	§ 145.4	Not Required
Vehicular Access Restrictions	§ 155(r)	All alleyways in the Chinatown Mixed Use Districts; and Columbus Avenue between Washington and North Point Streets.
Miscellaneous		
Lot Size (Per Development)	§ 121.3	P up to 5,000 sq. ft.; C 5,001 sq. ft. & above
Planned Unit Development	§ 304	C
Awning	§ 136.1	P
Canopy, or Marquee	§ 136.1	NP
Signs	§§ 602 - 604, 607.2, 608.1, 608.2	As permitted by § 607.2
General Advertising Signs	§§ 262, 602, 604, 608, 609, 610, 611	NP
Design Guidelines	General Plan Commerce and Industry Element	Subject to the Urban Design Guidelines

Zoning Category	§ References	Controls		
Zoning Category	§ References	Controls		
RESIDENTIAL STANDARDS AND USES				
Development Standards				
Usable Open Space [Per Dwelling Unit]	§§ 135, 136	48 sq. ft.		
Off-Street Parking, Residential	§§ 150, 151.1, 153 - 156, 166, 167, 204.5, 303	P up to one car for each two Dwelling Units; C for up to .75 cars for each Dwelling Unit, subject to the criteria and procedures of Sections 303(u) and 151.1(e), NP above 0.75 cars for each Dwelling Unit (1)		
Dwelling Unit Mix	§ 207.6	Not Applicable		
Use Characteristics				
Single Room Occupancy	§ 102	P		
Student Housing	§ 102	P		
Residential Uses		Controls by Story		
		1st	2nd	3rd+
Residential Uses		P	P	P
Accessory Dwelling Unit Density	§§ 102, 207(c) (4)	Accessory Dwelling Units are permitted to be constructed within an existing building zoned for residential use or within an existing and authorized auxiliary structure on the same lot, provided that it does not eliminate or reduce a ground-story retail or commercial space.		
Dwelling Unit Density	§ 207	Up to 1 unit per 200 sq. ft. lot area.		
Group Housing Density	§§ 208, 890.88(b)	1 bedroom per 140 sq. ft. lot area		
Homeless Shelters Density	§§ 102, 208	Density limits regulated by the Administrative Code		

Senior Housing Density	§§ 102, 202.2(f), 207	P up to twice the number of Dwelling Units otherwise permitted as a Principal Use in the district and meeting all the requirements of § 202.2(f)(1). C up to twice the number of Dwelling Units otherwise permitted as a Principal Use in the district and meeting all requirements of § 202.2(f)(1), except for § 202.2(f)(1)(D)(iv), related to location.		
Loss of Dwelling Units		Controls by Story		
		1st	2nd	3rd+
Residential Conversion, Demolition or Merger	§ 317	C	C	C
Residential Hotel Conversion, Demolition or Merger	Ch. 41 Admin. Code	NP	NP	NP

Zoning Category	§ References	Controls
Zoning Category	§ References	Controls
NON-RESIDENTIAL STANDARDS		
Development Standards		
Floor Area Ratio	§§ 102, 123, 124	1.0 to 1
Use Size	§ 121.4	P up to 2,500 sq. ft.; C 2,501 to 4,000 sq. ft.
Open Space	§ 135.1	1 sq. ft. for every 50 sq. ft. of building over 10,000 sq. ft.
Off-Street Parking, Non-Residential	§§ 145.1, 150, 151.1, 153 - 156, 166, 204.5	No car parking required. Limits set forth in Section 151.1. Bike parking required per Section 155.2. Car share spaces required when a project has 25 or more parking spaces per § 166.
Off-Street Freight Loading	§§ 150, 152, 153 - 155, 161, 204.5	None required if gross floor area is less than 10,000 sq. ft.
Commercial Use Characteristics		
Drive-up Facility	§ 102	NP
Formula Retail	§§ 102, 303.1	C(2)
Hours of Operation	§ 102	P 6 a.m. - 11 p.m.; C 11 p.m. - 2 a.m.
Maritime Use	§ 102	NP
Open Air Sales	§ 102	P
Outdoor Activity Area	§§ 102, 145.2	P in front, C elsewhere
Walk-up Facility	§ 102	P if recessed 3 ft., C otherwise

Zoning Category	§ References	Controls		
Zoning Category	§ References	Controls		
NON-RESIDENTIAL USES		Controls by Story		
		1st	2nd	3rd+
Agricultural Use Category				
Agriculture, Industrial	§§ 102, 202.2(c)	NP	NP	NP
Agriculture, Large Scale Urban	§§ 102, 202.2(c)	C	C	C
Agriculture, Neighborhood	§§ 102, 202.2(c)	P	P	P
Automotive Use Category				
Automotive Uses*	§§ 102, 202.5	NP	NP	NP

Electric Vehicle Charging Location	§§ 102, 202.2(b), 202.13	C(4) ¹	C(4)	C(4)
Parking Garage, Private	§ 102	C	C	C
Parking Lot, Private	§ 102	C	C	C
Parking Lot, Public	§ 102	C	NP	NP
Entertainment, Arts and Recreation Use Category				
Entertainment and Recreation Uses*	§§ 102, 202.4	NP	NP	NP
Movie Theater	§ 102	C	NP	NP
Open Recreation Area	§ 102	C	C	C
Passive Outdoor Recreation	§ 102	C	C	C
Industrial Use Category				
Industrial Uses*	§§ 102, 202.2(d)	NP	NP	NP
Institutional Use Category				
Institutional Uses*	§ 102	P	P	P
Hospital	§ 102	C	C	C
Medical Cannabis Dispensary	§ 102	NP	NP	NP
Public Facilities	§ 102	C	C	C
Sales and Service Use Category				
Retail Sales and Service Uses*	§§ 102, 202.2(a), 202.3	P	NP	NP
Adult Business	§ 102	NP	NP	NP
Adult Sex Venue	§ 102	NP	NP	NP
Animal Hospital	§ 102	NP	NP	NP
Bar	§ 102	C	NP	NP
Cannabis Retail	§§ 102, 202.2(a)	NP	NP	NP
Flexible Retail	§§ 102, 202.9	P	NP	NP
Gift Store– Tourist Oriented	§ 102	NP	NP	NP
Hotel	§ 102	NP	NP	NP
Jewelry Store	§ 102	C	NP	NP
Kennel	§ 102	NP	NP	NP
Massage Establishment	§§ 102, 204, 803	P	NP(3)	NP(3)
Mortuary	§ 102	C	C	NP
Motel	§§ 102, 202.2(a)	NP	NP	NP
Restaurant	§ 102	P(2)	NP	NP
Retail Workspace	§ 102	NP	NP	NP
Services, Financial	§ 102	C	NP	NP
Services, Fringe Financial	§ 102	NP	NP	NP
Services, Limited Financial	§ 102	C	NP	NP
Storage, Self	§ 102	NP	NP	NP
Tobacco Paraphernalia Store	§ 102	C	NP	NP
Trade Shop	§ 102	P	C	NP
Non-Retail Sales and Service*	§ 102	NP	NP	NP
Design Professional	§ 102	P	NP	NP
Trade Office	§ 102	P	NP	NP
Utility and Infrastructure Use Category				
Utility and Infrastructure*	§ 102	C	C	C
Power Plant	§ 102	NP	NP	NP
Public Utilities Yard	§ 102	NP	NP	NP

Wireless Telecommunications Services Facility	§ 102	P	P	P

* Not listed below

(1) Installation of a garage in an existing residential building of four or more units requires a mandatory discretionary review by the Planning Commission; Section 311 notice is required for a building of less than four units. In approving installation of the garage, the Commission shall find that:

(a) the proposed garage opening/addition of off-street parking will not cause the “removal” or “conversion of residential unit,” as those terms are defined in Section 317 of this Code;

(b) the proposed garage opening/addition of off-street parking will not substantially decrease the livability of a dwelling unit without increasing the floor area in a commensurate amount;

(c) the building has not had two or more “no-fault” evictions, as defined in Section 37.9(a)(7) through (9) and (11) through (12) of the Administrative Code, with each eviction associated with a separate unit(s) within the past ten years; and

(d) the proposed garage/addition of off-street parking installation is consistent with the Priority Policies of Section 101.1 of this Code.

Prior to the Planning Commission hearing, or prior to issuance of notification under Section 311(c)(2) of this Code, the Planning Department shall require a signed affidavit by the project sponsor attesting to (a), (b), and (c) above, which the Department shall independently verify. The Department shall also have made a determination that the project complies with (d) above.

(2) Formula Retail Restaurants and Limited Restaurants are NP in all Chinatown MUDs.

(3) P if accessory to a Hotel, Personal Service or Health Service.

(4)¹ P where existing use is any Automotive Use.

(Added by Ord. 131-87, App. 4/24/87; amended by Ord. 115-90, App. 4/6/90; Ord. 275-05, File No. 051250, App. 11/30/2005; Ord. 289-06, File No. 050176, App. 11/20/2006; Ord. 269-07, File No. 070671, App. 11/26/2007; Ord. 244-08, File No. 080567, App. 10/30/2008; Ord. 139-09, File No. 090402, App. 7/2/2009; Ord. 77-10, File No. 091165, App. 4/16/2010; Ord. [66-11](#), File No. 101537, App. 4/20/2011, Eff. 5/20/2011; Ord. [75-12](#), File No. 120084, App. 4/23/2012, Eff. 5/23/2012; Ord. [56-13](#), File No. 130062, App. 3/28/2013, Eff. 4/27/2013; Ord. [287-13](#), File No. 130041, App. 12/26/2013, Eff. 1/25/2014; Ord. [232-14](#), File No. 120881, App. 11/26/2014, Eff. 12/26/2014; Ord. [235-14](#), File No. 140844, App. 11/26/2014, Eff. 12/26/2014; Ord. [14-15](#), File No. 141210, App. 2/13/2015, Eff. 3/15/2015; Ord. [20-15](#), File No. 110548, App. 2/20/2015, Eff. 3/22/2015; Ord. [73-15](#), File No. 141303, App. 5/28/2015, Eff. 6/27/2015; redesignated and amended by Ord. [162-15](#), File No. 150805, App. 9/18/2015, Eff. 10/18/2015; amended by Ord. [33-16](#), File No. 160115, App. 3/11/2016, Eff. 4/10/2016; Ord. [162-16](#), File No. 160657, App. 8/4/2016, Eff. 9/3/2016; Ord. [166-16](#), File No. 160477, App. 8/11/2016, Eff. 9/10/2016; Ord. [217-16](#), File No. 160424, App. 11/10/2016, Eff. 12/10/2016; Ord. [99-17](#), File No. 170206, App. 5/19/2017, Eff. 6/18/2017; Ord. [229-17](#), File No. 171041, App. 12/6/2017, Eff. 1/5/2018; Ord. [213-18](#), File No. 180319, App. 9/14/2018, Eff. 10/15/2018; Ord. [277-18](#), File No. 180914, App. 11/20/2018, Eff. 12/21/2018; Ord. [311-18](#), File No. 181028, App. 12/21/2018, Eff. 1/21/2019; Ord. [208-19](#), File No. 190594, App. 9/20/2019, Eff. 10/21/2019; Ord. [63-20](#), File No. 200077, App. 4/24/2020, Eff. 5/25/2020; Ord. [54-21](#), File No. 201326, App. 4/23/2021, Eff. 5/24/2021; Ord. [136-21](#), File No. 210674, App. 8/4/2021, Eff. 9/4/2021; Ord. [233-21](#), File No. 210381, App. 12/22/2021, Eff. 1/22/2022; Ord. [37-22](#), File No. 211263, App. 3/14/2022, Eff. 4/14/2022; Ord. [75-22](#), File No. 220264, App. 5/13/2022, Eff. 6/13/2022; Ord. [190-22](#), File No. 220036, App. 9/16/2022, Eff. 10/17/2022; Ord. [248-23](#), File No. 230446, App. 12/14/2023, Eff. 1/14/2024; Ord. [249-23](#), File No. 230701, App. 12/14/2023, Eff. 1/14/2024)

AMENDMENT HISTORY

Zoning Control Table: .74A and .74B added; Ord. [66-11](#), Eff. 5/20/2011. Zoning Control Table: .41, .43, and .44 amended, former category .42 deleted; Ord. [75-12](#), Eff. 5/23/2012. Zoning Control Table: .45 and .54 amended; Specific Provisions: 812.54 added; Ord. [56-13](#), Eff. 4/27/2013. Zoning Control Table: .39a and .39b amended; Ord. [287-13](#), Eff. 1/25/2014. Specific Provisions: former category 812.71 deleted, Ord. [232-14](#), Eff. 12/26/2014. Specific Provisions: 812.54 amended; Ord. [235-14](#), Eff. 12/26/2014. Zoning Control Table: .92b added; Ord. [14-15](#), Eff. 3/15/2015. Zoning Control Table: .15, .16, and .17 amended; Ord. [20-15](#), Eff. 3/22/2015. Zoning Control Table: .54 amended; Specific Provisions: 812.54 amended; Ord. [73-15](#), Eff. 6/27/2015. Section redesignated (formerly Sec. 812.1); introductory material amended; Zoning Control Table: .91 amended; Specific Provisions: 812.91 added; Ord. [162-15](#), Eff. 10/18/2015. Zoning Control Table: former categories .38a, .38b, .39a, and .39b deleted, .97 and .98 added; Ord. [33-16](#), Eff. 4/10/2016. Specific Provisions: 812.91 amended; Ord. [162-16](#), Eff. 9/3/2016. Zoning Control Table: .99 added; Ord. [166-16](#), Eff. 9/10/2016. Zoning Control Table: .30 amended; Ord. [217-16](#), Eff. 12/10/2016. Zoning Control Table: .22 and .94 amended; Ord. [99-17](#), Eff. 6/18/2017. Zoning Control Table: .75 added; Ord. [229-17](#), Eff. 1/5/2018. Zoning Control Table: .75 and .83 deleted; Ord. [213-18](#), Eff. 10/15/2018. Zoning Control Table: .23 and .94 amended; Ord. [277-18](#), Eff. 12/21/2018. Zoning Control Table: .23 and .94 amended; Ord. [311-18](#), Eff. 1/21/2019. Introductory material amended; Zoning Control Table replaced; Notes (1)-(2) added; Specific Provisions table deleted; Ord. [208-19](#), Eff. 10/21/2019. Zoning Control Table and Notes (1)(c) and (2) amended; Ord. [63-20](#), Eff. 5/25/2020. First introductory paragraph and Zoning Control Table amended; Ord. [54-21](#), Eff. 5/24/2021. Note (1) amended; Ord. [136-21](#), Eff. 9/4/2021. Zoning Control Table amended; Note (3) added; Ord. [233-21](#), Eff. 1/22/2022. Zoning Control Table and Note (3) amended; Ord. [37-22](#), Eff. 4/14/2022. Zoning Control Table amended; Ord. [75-22](#), Eff. 6/13/2022. Zoning Control Table amended; Note (4)¹ added; Ord. [190-22](#), Eff. 10/17/2022. Zoning Control Table amended; Ord. [248-23](#), Eff. 1/14/2024. Zoning Control Table amended; Ord. [249-23](#), Eff. 1/14/2024.

CODIFICATION NOTE

1. Note “(4)” is referenced as Note “(3)” in Ord. [190-22](#). The note was redesignated by the codifier because a note designated as “(3)” had previously been added to this section by Ord. 233-21.

**LOAN AGREEMENT
(CITY AND COUNTY OF SAN FRANCISCO
2019 GENERAL OBLIGATION BOND FOR AFFORDABLE HOUSING, HOUSING TRUST
FUND, 722 MONTGOMERY DONATION)**

By and Between

THE CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, represented by the Mayor,
acting by and through the Mayor's Office of Housing and Community Development,

and

NEW ASIA HOUSING, L.P.,
a California limited partnership

for

772 PACIFIC
772 Pacific Avenue, San Francisco, California 94133
\$4,100,000

(2019 General Obligation Bond: \$3,000,000
Housing Trust Fund: \$1,000,000
722 Montgomery Donation: \$100,000)

Dated as of August 10, 2022

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EXHIBITS

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B-1	Table of Sources and Uses of Funds
B-2	Annual Operating Budget
B-3	20-Year Cash Flow Proforma
C	Form of Tenant Income Certification
D	First Source Hiring Requirements and Numerical Goals
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H	Tenant Selection Plan Policy
I	MOHCD Tenant Screening Criteria Policy
J	Developer Fee Policy
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L	Insurance Requirements
M	Form of Deed of Trust
N	Form of Declaration of Restrictions
O	MOHCD Commercial Underwriting Guidelines
P	MOHCD Residual Receipts Policy

LOAN AGREEMENT

(City and County of San Francisco
2019 General Obligation Bond for Affordable Housing, Housing Trust Fund,
722 Montgomery Donation)
(772 Pacific Avenue, San Francisco, California)

THIS LOAN AGREEMENT (“Agreement”) is entered into as of August 10, 2022 by and between the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (the “City”), represented by the Mayor, acting by and through the Mayor’s Office of Housing and Community Development (“MOHCD”), and **NEW ASIA HOUSING, L.P.**, a California limited partnership (“Borrower”).

RECITALS

A. In November 2012, the voters of the City approved Proposition C, which established a Housing Trust Fund to provide funds for the creation, acquisition, and rehabilitation of rental and ownership housing affordable to households earning up to 120% of the area median income, including, without limitation, the acquisition of land for such purpose (the “Housing Trust Funds”). Under Section 16.110 *et seq.* of the San Francisco City Charter, the City is authorized to provide funds from the Housing Trust Fund under this Agreement to Borrower for the development and construction of affordable housing. The funds provided from the Housing Trust Fund under this Agreement will be referred to herein as the “Housing Trust Funds.”

B. On November 5, 2019, the voters of the City and County of San Francisco approved Proposition A (Ordinance 168-19), which provided for the issuance of up to \$600 million in general obligation bonds to finance the construction, acquisition, improvement, rehabilitation, preservation and repair of certain affordable housing improvements (the “2019 GO Bond”). To the extent permitted by law, the City intends to reimburse with proceeds of the Bond amounts disbursed under this Agreement to Borrower for the development and construction of affordable housing. The funds provided under this Agreement from the 2019 GO Bond will be referred to herein as the “2019 GO Bond Funds.”

C. Pursuant to Board Resolution 092-20, a one-time \$100,000 donation was received by the Citywide Affordable Housing Fund from San Francisco 722 Montgomery, LLC for the construction of new affordable housing in San Francisco, to be expended consistent with the purposes, procedures, and requirements of the Citywide Affordable Housing Fund (the “722 Montgomery Donation”). The funds provided under this Agreement from the 722 Montgomery Donation will be referred to herein as the “722 Montgomery Donation Funds,” and together with the Housing Trust Funds and 2019 GO Bond Funds, collectively, the “Funds.”

D. Borrower intends to acquire a leasehold interest in the real property located at 772 Pacific Avenue, San Francisco, California (the “Site”) pursuant to a Ground Lease by and between Borrower and City (the “Ground Lease”). Borrower desires to use the Funds for predevelopment activities to construct up to 86 units of multifamily rental housing development, subject to the San Francisco Planning Department’s and MOHCD’s feasibility determination (the “Improvements”), affordable to low-income senior households, including a commercial shell of a banquet hall and/or other compatible uses (the “Commercial Space”) which will be known as 772 Pacific (the “Project”). If the context requires, the term “Improvements” will include the Commercial Space. The maximum income and rent requirements set forth in **Exhibit A** will remain in effect even if the Local Operating Subsidy is no longer available to the Project.

E. The Citywide Affordable Housing Loan Committee has reviewed Borrower’s application for Funds and, in reliance on the accuracy of the statements in that application, has recommended to the

E. The Citywide Affordable Housing Loan Committee has reviewed Borrower's application for Funds and, in reliance on the accuracy of the statements in that application, has recommended to the Mayor that the City make a loan of Funds to Borrower (the "Loan") in the total amount of Four Million One Hundred Thousand and No/100 Dollars (\$4,100,000.00) (the "Funding Amount") under this Agreement to fund certain costs related to the Project. The Funding Amount is comprised of (i) Housing Trust Funds in the amount of One Million Dollars (\$1,000,000); (ii) 2019 GO Bond funds in the amount of Three Million Dollars (\$3,000,000); and (iii) 772 Montgomery Donation funds in the amount of One Hundred Thousand Dollars (\$100,000).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

ARTICLE 1 DEFINITIONS.

1.1 Defined Terms. As used in this Agreement, the following words and phrases have the following meanings:

"Accounts" means all depository accounts, including reserve and trust accounts, required or authorized under this Agreement or otherwise by the City in writing. All Accounts will be maintained in accordance with **Section 2.3**.

"Agreement" means this Loan Agreement.

"Agreement Date" means the date first written above.

"Annual Monitoring Report" has the meaning set forth in **Section 10.3**.

"Annual Operating Budget" means an annual operating budget for the Project attached hereto as **Exhibit B-2**, which may not be adjusted without the City's prior written approval.

"Approved Plans" has the meaning set for in **Section 5.2**.

"Approved Specifications" has the meaning set forth in **Section 5.2**.

"Authorizing Resolutions" means: (a) in the case of a corporation, a certified copy of resolutions adopted by its board of directors; (b) in the case of a partnership (whether general or limited), a certificate signed by all of its general partners; and (c) in the case of a limited liability company, a certified copy of resolutions adopted by its board of directors or members, satisfactory to the City and evidencing Borrower's authority to execute, deliver and perform the obligations under the City Documents to which Borrower is a party or by which it is bound.

"Borrower" means New Asia Housing, L.P., a California limited partnership whose general partner is New Asia Housing LLC, a California limited liability company ("General Partner"), and its authorized successors and assigns.

"CFR" means the Code of Federal Regulations.

“Charter Documents” means: (a) in the case of a corporation, its articles of incorporation and bylaws; (b) in the case of a partnership, its partnership agreement and any certificate or statement of partnership; and (c) in the case of a limited liability company, its operating agreement and any LLC certificate or statement.

“City” means the City and County of San Francisco, a municipal corporation, represented by the Mayor, acting by and through MOHCD. Whenever this Agreement provides for a submission to the City or an approval or action by the City, this Agreement refers to submission to or approval or action by MOHCD unless otherwise indicated.

“City Documents” means this Agreement, the Note, the Deed of Trust (if the Borrower obtains Control of the Site), the Declaration of Restrictions (if the Borrower obtains Control of the Site), the Environmental Permit, and any other documents executed or, delivered in connection with this Agreement.

“City Project” has the meaning set forth in **Exhibit E, Section 13(c)**.

“CNA” means a 20-year capital needs assessment or analysis of replacement reserve requirements, as further described under the CNA Policy.

“CNA Policy” means MOHCD’s Policy For Capital Needs Assessments dated November 5, 2013, as it may be amended from time to time.

“Commercial Income” means all receipts received by Borrower from the operation of the Commercial Space, including rents, fees, deposits (other than security deposits), any accrued interest disbursed from any reserve account authorized under this Agreement for a purpose other than that for which the reserve account was established, reimbursements and other charges paid to Borrower in connection with the Commercial Space.

“Commercial Shell” means all components of an unfinished Commercial Space as further defined by MOHCD’s commercial space policy, as it may be amended from time to time.

“Commercial Space” has the meaning set forth in **Recital D** and further defined in MOHCD’s commercial space policy as it may be amended from time to time. As used in this Agreement, the term excludes non-residential space in the Project to be used primarily for the benefit of the Tenants.

“Commercial Surplus Cash” means Commercial Income remaining after payment of the sum of commercial debt service, operating expenses for the Commercial Space and reserve deposits for the Commercial Space but excludes depreciation, amortization, depletion, other non-cash expenses or expenditures from reserve accounts.

“Completion Date” has the meaning set forth in **Section 5.6**.

“Compliance Term” has the meaning set forth in **Section 3.2**.

“Construction Contract” has the meaning set forth in **Section 5.2**.

“Control of the Site” means execution of the Ground Lease by Borrower and the City.

“Conversion Date” means the date on which construction financing for the Project is converted into permanent financing, if applicable.

“Declaration of Restrictions” means a recorded declaration of restrictions in substantially the form and substance attached hereto as **Exhibit N** that requires Borrower and the Project to comply with the use restrictions in this Agreement for the Compliance Term, even if the Loan is repaid or otherwise satisfied, this Agreement terminates, or the Deed of Trust is reconveyed.

“Deed of Trust” means the deed of trust executed by Borrower granting the City a lien on the Site and the Project to secure Borrower’s performance under this Agreement and the Note, in substantially the form and substance attached hereto as **Exhibit M**.

“Department of Building Inspection” has the meaning set forth in **Section 5.2**.

“Developer” means Chinatown Community Development Center, a California nonprofit public benefit corporation, and its authorized successors and assigns.

“Developer Fee Policy” means the MOHCD Policy on Development Fees for Tax Credit Projects dated October 16, 2020, as amended from time to time, attached hereto as **Exhibit J**.

“Developer Fees” has the meaning set forth in **Section 15.1**.

“Development Expenses” means all costs incurred by Borrower and approved by the City in connection with the development of the Project, including: (a) hard and soft development costs; (b) deposits into required capitalized reserve accounts; (c) costs of converting Project financing, including bonds, into permanent financing; (d) the expense of a cost audit; and (e) allowed Developer Fees.

“Development Proceeds” means the sum of: (a) funds contributed or to be contributed to Borrower by Borrower’s limited partner as capital contributions, equity or for any other purpose under Borrower’s limited partnership agreement; and (b) the proceeds of all other financing for the Project.

“Disbursement” means the disbursement of all or a portion of the Funding Amount by the City as described in **Article 4**.

“Distributions” has the meaning set forth in **Section 13.1**.

“Early Retention Release Contractors” means contractors who will receive retention payments upon satisfaction of requirements set forth in **Section 4.7**.

“Environmental Activity” means any actual, proposed or threatened spill, leak, pumping, discharge, leaching, storage, existence, release, generation, abatement, removal, disposal, handling or transportation of any Hazardous Substance from, under, into or on the Site.

“Environmental Laws” means all present and future federal, state, local and administrative laws, ordinances, statutes, rules and regulations, orders, judgments, decrees, agreements, authorizations, consents, licenses, permits and other governmental restrictions and requirements relating to health and safety, industrial hygiene or the environment or to any Hazardous Substance or Environmental Activity, including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (commonly known as the “Superfund” law) (42 U.S.C. §§ 9601 *et seq.*), the Resource Conservation and Recovery Act of 1976, as amended by the Solid Waste and Disposal Act of 1984 (42 U.S.C. §§ 6901 *et seq.*); the National Environmental Policy Act of 1969 (“NEPA”) (24 CFR §§ 92 and 24 CFR

§§ 58); the California Hazardous Substance Account Act (also known as the Carpenter-Presley-Tanner Hazardous Substance Account Law and commonly known as the “California Superfund” law) (Cal. Health & Safety Code §§ 25300 *et seq.*); and the Safe Drinking Water and Toxic Enforcement Act of 1986 (commonly known as “Proposition 65”) (Cal. Health & Safety Code §§ 25249.2 *et seq.*); and Sections 25117 and 25140 of the California Health & Safety Code.

“Environmental Permit” means the Permit to Enter Property in Connection with Environmental and Geotechnical Investigation between Borrower and the City permitting Borrower to access the Property prior to the date on which Borrower obtains Control of the Site on the terms and conditions more particularly set forth therein.

“Escrow Agent” has the meaning set forth in **Section 4.2**.

“Event of Default” has the meaning set forth in **Section 19.1**.

“Excess Proceeds” means Development Proceeds remaining after payment of Development Expenses. For the purposes of determining Excess Proceeds, no allowed Project Expenses may be included in Development Expenses.

“Expenditure Request” means a written request by Borrower for a Disbursement from the Funding Amount, which will certify that the Project costs covered by the Expenditure Request have been paid or incurred by Borrower.

“Federal Funding” means funding provided by the federal government for capital improvements, operations or other direct financial assistance of the Project.

“Funding Amount” has the meaning set forth in **Recital E**.

“Funds” has the meaning set forth in **Recital C**.

“GAAP” means generally accepted accounting principles in effect on the date of this Agreement and at the time of any required performance.

“General Partner” means New Asia Housing LLC, a California limited liability company.

“Governmental Agency” means: (a) any government or municipality or political subdivision of any government or municipality; (b) any assessment, improvement, community facility or other special taxing district; (c) any governmental or quasi-governmental agency, authority, board, bureau, commission, corporation, department, instrumentality or public body; or (d) any court, administrative tribunal, arbitrator, public utility or regulatory body.

“Ground Lease” has the meaning set forth in **Recital D**.

“Hazardous Substance” means any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any Governmental Agency to pose a present or potential hazard to human health or safety or to the environment. Hazardous Substance includes any material or substance listed, defined or otherwise identified as a “hazardous substance,” “hazardous waste,” “hazardous material,” “pollutant,” “contaminant,” “pesticide” or is listed as a chemical known to cause cancer or reproductive toxicity or is otherwise identified as “hazardous” or “toxic” under any Environmental Law, as well as any asbestos, radioactive materials, polychlorinated biphenyls and any materials containing any of them, and petroleum, including crude oil or any fraction, and natural gas or

natural gas liquids. Materials of a type and quantity normally used in the construction, operation or maintenance of developments similar to the Project will not be deemed “Hazardous Substances” for the purposes of this Agreement if used in compliance with applicable Environmental Laws.

“Hold Harmless Policy” means the Hold Harmless Policy for MOHCD’s Income Limits & Maximum Rents dated May 3, 2019, as amended from time to time, attached hereto as **Exhibit K**.

“Homeless” means an individual or a family who lacks a fixed, regular, and adequate nighttime residence and who has a primary nighttime residence in one or more of the following categories: (a) Anyone staying in a mission or homeless or domestic violence shelter, i.e., a supervised public or private facility that provides temporary living accommodations; (b) Anyone displaced from housing due to a disaster situation; (c) Anyone staying outdoors; for example, street, sidewalk, doorway, park, freeway underpass; (d) Anyone staying in a car, van, bus, truck, RV, or similar vehicle; (e) Anyone staying in an enclosure or structure that is not authorized or fit for human habitation by building or housing codes, including abandoned buildings (“squats”) or sub-standard apartments and dwellings; (f) Anyone staying with friends and/or extended family members (excluding parents and children) because they are otherwise unable to obtain housing; (g) Any family with children staying in a Single Room Occupancy (SRO) hotel room (whether or not they have tenancy rights); (h) Anyone staying in temporary housing for less than 6 months where the accommodations provided to the person are substandard or inadequate (for example, in a garage a very small room, or an overly crowded space); (i) Anyone staying in a Single Room Occupancy (SRO) hotel room without tenancy rights; (j) Anyone formerly homeless (formerly in one of the above categories (a) through (i)) who is now incarcerated, hospitalized, or living in a treatment program, half-way house, transitional housing; or (k) Anyone formerly homeless (formerly in one of the above categories (a) through (i)) who has obtained and resided in supportive housing or permanent housing for less than 30 days.

“Homeless Household” means a household that meets the referring agency’s definition of Homeless Household for initial occupancy and upon available vacancies thereafter, as per the Local Operating Subsidy contract.

“HSH” means the San Francisco Department of Homelessness and Supportive Housing, or other successor agency.

“HUD” means the United States Department of Housing and Urban Development acting by and through the Secretary of Housing and Urban Development and any authorized agents.

“Improvements” has the meaning set forth in **Recital D**.

“In Balance” means that the sum of undisbursed Funds and any other sources of funds that Borrower has closed or for which Borrower has firm commitments will be sufficient to complete acquisition and demolition of existing structures and new construction of the Project, as determined by the City in its sole discretion.

“Income Restrictions” means the maximum household income limits for Qualified Tenants, as set forth in **Exhibit A**.

“Indemnatee” means, individually or collectively, (i) City, including MOHCD and all commissions, departments, agencies and other subdivisions of City; (ii) City’s elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.

“Land” means the real property owned by the City on which the Site is located.

“Laws” means all statutes, laws, ordinances, regulations, orders, writs, judgments, injunctions, decrees or awards of the United States or any state, county, municipality or Governmental Agency.

“LBE Ordinance” has the meaning set forth in **Exhibit E**.

“Life of the Project” means the period of time in which the Project continues to operate as a multi-family apartment project substantially similar to its current condition in terms of square footage and number of units, and in the event the Project is substantially damaged or destroyed by fire, the elements, an act of any public authority or other casualty, and is subsequently replaced by a multi-family residential project substantially similar to its current condition in terms of square footage and number of units, the life of such replacement project will be deemed to be a continuation of the life of the Project.

“Loan” has the meaning set forth in **Recital E**.

“Local Operating Subsidy” means an operating subsidy provided to Borrower by the City, the amount of which is sufficient to permit Borrower to operate the Project in accordance with the terms of this Agreement with Qualified Tenants at income levels specified by MOHCD in writing which are below those set forth in **Exhibit A**.

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

“Loss” or “Losses” includes any and all loss, liability, damage, obligation, penalty, claim, action, suits, judgment, fee, cost, expense or charge and reasonable attorneys’ fees and costs, including those incurred in an investigation or a proceeding in court or by mediation or arbitration, on appeal or in the enforcement of the City’s rights or in defense of any action in a bankruptcy proceeding.

“Marketing and Tenant Selection Plan” has the meaning set forth in **Section 6.1**.

“Maturity Date” has the meaning set forth in **Section 3.1**.

“Median Income” means median income as published annually by MOHCD for the City and County of San Francisco, adjusted solely for household size, and derived in part from the income limits and area median income determined by HUD for the San Francisco area, but not adjusted for a high housing cost area, also referred to as “Unadjusted Median Income.”

“MOHCD” means the Mayor’s Office of Housing and Community Development or its successor.

“MOHCD Monthly Project Update” has the meaning set forth in **Section 10.2**.

“Note” means the promissory note executed by Borrower in favor of the City in the original principal amount of the Funding Amount, in form and substance acceptable to the City.

“Official Records” means the official records of San Francisco County.

“Operating Reserve Account” has the meaning set forth in **Section 12.2**.

“Opinion” means an opinion of Borrower’s California legal counsel, satisfactory to the City and its legal counsel, that Borrower is a duly formed, validly existing California limited partnership in good standing under the laws of the State of California, has the power and authority to enter into the City Documents and will be bound by their terms when executed and delivered, and that addresses any other matters the City reasonably requests.

“Out of Balance” means that the sum of undisbursed Funds and any other sources of funds that Borrower has closed or for which Borrower has firm commitments will not be sufficient to complete acquisition and demolition of existing structures and new construction of the Project, as determined by the City in its sole discretion.

“Outside Acquisition Date” has the meaning set forth in **Section 3.1**.

“Partnership Fees” means annual partnership management fees and limited partner fees in amounts approved by the City in the Annual Operating Budget.

“Payment Date” means the first June 1st following the Completion Date and each succeeding June 1st until the Maturity Date.

“Permitted Exceptions” means liens in favor of the City, real property taxes and assessments that are not delinquent, and any other liens and encumbrances the City expressly approves in writing in its escrow instructions.

“Preferences and Lottery Manual” means MOHCD’s Marketing, Housing Preferences and Lottery Procedures Manual dated October 19, 2020, as amended from time to time.

“Preferences Ordinance” means Chapter 47 of the San Francisco Administrative Code, as amended from time to time.

“Project” means the development described in **Recital B**. If indicated by the context, “Project” means the Site and the improvements developed on the Site.

“Project Expenses” means the following costs, which may be paid from Project Income in the following order of priority to the extent of available Project Income: (a) all charges incurred in the operation of the Project for utilities, real estate taxes and assessments and premiums for insurance required under this Agreement or by other lenders providing secured financing for the Project; (b) salaries, wages and any other compensation due and payable to the employees or agents of Borrower employed in connection with the Project, including all related withholding taxes, insurance premiums, Social Security payments and other payroll taxes or payments; (c) required payments of interest and principal, if any, on any junior or senior financing secured by the Site and used to finance the Project that has been approved by the City; (d) all other expenses actually incurred to cover operating costs of the Project, including maintenance and repairs and the fee of any managing agent as indicated in the Annual Operating Budget; (e) required deposits to the Replacement Reserve Account, Operating Reserve Account and any other reserve account required under this Agreement; (f) the approved annual asset management fees indicated in the Annual Operating Budget and approved by the City; (g) any extraordinary expenses approved in advance by the City (other than expenses paid from any reserve account); and (h) Supportive Services. Partnership Fees are not Project Expenses.

“Project Income” means all income and receipts in any form received by Borrower from the operation of the Project, including, but not limited to, the following: (a) rents, fees, charges, and deposits

(other than tenant's refundable security deposits); (b) Section 8 or other rental subsidy payments received for the Project, supportive services funding (if applicable); (c) price index adjustments and any other rental adjustments to leases or rental agreements; (d) proceeds from vending and laundry room machines; (e) the proceeds of business interruption or similar insurance; (f) any accrued interest disbursed from any reserve account required under this Agreement for a purpose other than that for which the reserve account was established; (g) reimbursements and other charges paid to Borrower in connection with the Project; and (h) other consideration actually received from the operation of the Project, including non-residential uses of the Site. Project Income does not include interest accruing on any portion of the Funding Amount or tenant's refundable security deposits or Commercial Income.

"Project Operating Account" has the meaning set forth in **Section 11.1**.

"Public Benefit Purposes" means activities or programs that primarily benefit low-income persons, are implemented by one or more nonprofit 501(c)(3) public benefit organizations, or have been identified by a City agency or a community planning process as a priority need in the neighborhood in which the Project is located.

"Publication" means any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, webpage, audio or visual material or other communication for public dissemination, which relates to all or any portion of the Project or is paid for in whole or in part using the Funding Amount.

"Qualified Tenant" means a Tenant household earning no more than the maximum permissible annual income level allowed under this Agreement as set forth in **Exhibit A**. The term "Qualified Tenant" includes each category of Tenant designated in **Exhibit A**.

"Rent" means the aggregate annual sum charged to Tenants for rent and utilities in compliance with Article 7, with utility charges to Qualified Tenants limited to an allowance determined by the SFHA.

"Replacement Cost" means all hard construction costs of the Project, not including the cost of site work and foundations but including construction contingency, for the purpose of establishing the amount of the Replacement Reserve Account. This defined term is not intended to affect any other calculation of replacement cost for any other purpose.

"Replacement Reserve Account" has the meaning set forth in **Section 12.1**.

"Residual Receipts" means Project Income remaining after payment of Project Expenses and Partnership Fees. The amount of Residual Receipts will be based on figures contained in audited financial statements.

"Residual Receipts Policy" means the Mayor's Office of Housing and Community Development Residual Receipts Policy effective April 1, 2016, as amended from time to time, attached hereto as **Exhibit P**.

"Retention" has the meaning set forth in **Section 4.7**.

"Section 8" means rental assistance provided under Section 8(c)(2)(A) of the United States Housing Act of 1937 (42 U.S.C. § 1437f) or any successor or similar rent subsidy programs.

"Senior Lien" has the meaning set forth in **Section 22.1**.

“Senior Operating Subsidy” means an operating subsidy provided to Borrower by the City, the amount of which is sufficient to permit Borrower to operate the Project in accordance with the terms of this Agreement with Qualified Tenants at income levels specified by MOHCD in writing which are below those set forth in **Exhibit A**.

“SFHA” means the San Francisco Housing Authority.

“Supportive Services” means annual supportive services fees included in the operating budget in **Exhibit B-2** and limited partner fees in amounts approved by the City in the Annual Operating Budget, see also **Section 3.9**.

“Surplus Cash” means Commercial Income remaining after payment of the sum of commercial debt service, operating expenses for the Commercial Space and reserve deposits for the Commercial Space but excludes depreciation, amortization, depletion, other non-cash expenses or expenditures from reserve accounts.

“Table” means: (a) the Table of Sources and Uses, (b) the Annual Operating Budget, and (c) the 20-Year Cash Flow Proforma.

“Table of Sources and Uses” means a table of sources and uses of funds attached hereto as **Exhibit B-1**, including a line item budget for the use of the Funding Amount, which table may not be adjusted without the City’s prior written approval.

“TCAC” means the California Tax Credit Allocation Committee.

“Tenant” means any residential household in the Project, whether or not a Qualified Tenant.

“Tenant Screening Criteria Policy” has the meaning set forth in **Section 6.3**.

“Title Policy” means an ALTA extended coverage lender’s policy of title insurance in form and substance satisfactory to the City, issued by an insurer selected by Borrower and satisfactory to the City, together with any endorsements and policies of coinsurance and/or reinsurance required by the City, in a policy amount equal to the Funding Amount, insuring the Deed of Trust and indicating the Declaration of Restrictions as valid liens on the Site, each subject only to the Permitted Exceptions.

“20-Year Cash Flow Proforma” means the 20-year cash flow proforma for the Project attached as Exhibit B-3.

“Unit” means a residential rental unit within the Project.

“Waiting List” has the meaning set forth in **Section 6.5**.

1.2 **Interpretation**. The following rules of construction will apply to this Agreement and the other City Documents.

(a) The masculine, feminine or neutral gender and the singular and plural forms include the others whenever the context requires. The word “include(s)” means “include(s) without limitation” and “include(s) but not limited to,” and the word “including” means “including without limitation” and “including but not limited to” as the case may be. No listing of specific instances, items or examples in any way limits the scope or generality of any language in this Agreement. References to

days, months and years mean calendar days, months and years unless otherwise specified. References to a party mean the named party and its successors and assigns.

(b) Headings are for convenience only and do not define or limit any terms. References to a specific City Document or other document or exhibit mean the document, together with all exhibits and schedules, as supplemented, modified, amended or extended from time to time in accordance with this Agreement. References to Articles, Sections and Exhibits refer to this Agreement unless otherwise stated.

(c) Accounting terms and financial covenants will be determined, and financial information will be prepared, in compliance with GAAP as in effect on the date of performance. References to any Law, specifically or generally, will mean the Law as amended, supplemented or superseded from time to time.

(d) The terms and conditions of this Agreement and the other City Documents are the result of arms'-length negotiations between and among sophisticated parties who were represented by counsel, and the rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not apply to the construction and interpretation of the City Documents. The language of this Agreement will be construed as a whole according to its fair meaning.

ARTICLE 2 FUNDING.

2.1 Funding Amount. The City agrees to lend to Borrower a maximum principal amount equal to the Funding Amount in order to finance predevelopment activities as shown in Exhibit B-1 including demolition costs associated with the existing improvements on the Land and any and all due diligence costs to design and build the Project. The Funding Amount will be disbursed according to the terms and subject to the conditions set forth in this Agreement.

2.2 Use of Funds. Borrower acknowledges that the City's agreement to make the Loan is based in part on Borrower's agreement to use the Funds solely for the purpose set forth in **Section 2.1** and agrees to use the Funds solely for that purpose in accordance with the approved Table of Sources and Uses. Notwithstanding anything to the contrary contained herein, City will not approve expenditure of Funds for expenses incurred by Borrower prior to June 11, 2021. Notwithstanding the foregoing, City will not approve any expenditure of Funds for expenses incurred by Borrower earlier than sixty (60) days prior to the City's declaration of its official intent to reimburse such expenses with proceeds of the 2019 GO Bond.

2.3 Accounts; Interest. Each Account to be maintained by Borrower under this Agreement will be held in a bank or savings and loan institution acceptable to the City as a segregated account that is insured by the Federal Deposit Insurance Corporation or other comparable federal insurance program. With the exception of tenant security deposit trust accounts, Borrower will use any interest earned on funds in any Account will for the benefit of the Project.

2.4 Records. Borrower will maintain and provide to the City upon request records that accurately and fully show the date, amount, purpose and payee of all expenditures from each Account authorized under this Agreement or by the City in writing and keep all estimates, invoices, receipts and other documents related to expenditures from each Account. In addition, Borrower will provide to the City promptly following Borrower's receipt, complete copies of all monthly bank statements, together with a reconciliation, for each Account until all funds (including accrued interest) in each Account have been disbursed for eligible uses.

2.5 Conditions to Additional Financing. The City may grant or deny any application by Borrower for additional financing for the Project in its sole discretion. Borrower will satisfy the following conditions before applying to the City for additional financing:

(a) Borrower will have delivered to the City satisfactory evidence that Borrower has obtained commitments for any additional financing that may be required for the Project, in amounts and from lenders or investors satisfactory to the City in its sole discretion.

(b) Borrower will receive approval from Department of Disability and Aging Services on the income restrictions and service plan for the Senior Operating Subsidy (“SOS”) units.

(c) Borrower will receive approval from HSH on the income restrictions for MHP and service plan for the LOSP units.

(d) Borrower will provide MOHCD with a services plan and proposed staffing levels that meet MOHCD underwriting standards. Any changes to the current proposed staffing will need to be presented to MOHCD at least 90 days prior to additional financing request.

(e) Borrower will: a) provide for MOHCD review of the Request for Proposals (RFP) for equity investors and lenders before it is finalized and distributed; b) provide for MOHCD review of all raw financial data from developer or financial consultant prior to selection; c) provide for MOHCD review and approval of all selected investors and lenders; and, d) provide for MOHCD review and approval of all Letters of Intent from financial partners.

(f) Borrower will provide executed Letter of Intent (LOIs) with neighborhood serving commercial tenants, a commercial development budget, a tenant improvement proforma for MOHCD review and approval.

ARTICLE 3 TERMS. Borrower’s repayment obligations with respect to the Funding Amount will be evidenced and governed by the Note, which will govern in the event of any conflicting provision in this Agreement.

3.1 Maturity Date. Borrower will repay all amounts owing under the City Documents on the date that is the later of (a) the Fifty-Seventh (57th) anniversary of the date the Deed of Trust is recorded in the Recorder’s Office of San Francisco County or (b) the Fifty-Fifth (55th) anniversary of the Conversion Date (the “Maturity Date”) , provided however that if Borrower fails to acquire Control of the Site on or before June 30, 2024 (the “Outside Acquisition Date”), the Maturity Date will be the Outside Acquisition Date. The City may agree to extend the Outside Acquisition Date in its sole and absolute discretion.

3.2 Compliance Term; Declaration of Restrictions. If Borrower acquires Control of the Site, Borrower will comply with all provisions of the City Documents relating to the use of the Site and the Project as set forth in the Declaration of Restrictions to be recorded in the Official Records, for the period commencing on the date the Deed of Trust is recorded in the Official Records and continuing for the Life of the Project (the “Compliance Term”), even if the Loan is repaid or otherwise satisfied or the Deed of Trust is reconveyed before the end of the Compliance Term.

3.3 Interest. The outstanding principal balance of the Loan will bear simple interest at a rate of three percent (3%) per annum, as provided in the Note, provided, however, that prior to the date Borrower acquires Control of the Site, the Director of MOHCD will have the right, in his or her reasonable discretion, to reduce the interest rate to as low as zero percent (0%) upon receipt of adequate documentation supporting the need for such reduction in order to make the Project financially feasible.

3.4 Default Interest Rate. Upon the occurrence of an Event of Default under any City Document, the principal balance of the Loan will bear interest at the default interest rate set forth in the Note, with such default interest rate commencing as of the date an Event of Default occurs and continuing

until such Event of Default is fully cured. In addition, the default interest rate will apply to any amounts to be reimbursed to the City under any City Document if not paid when due or as otherwise provided in any City Document.

3.5 Repayment of Principal and Interest. Except as set forth in **Section 3.7** below, the outstanding principal balance of the Loan, together with all accrued and unpaid interest, if any, will be due and payable on the Maturity Date according to the terms set forth in full in the Note. Except as set forth in the Note, no prepayment of the Loan will be permitted without the prior written consent of the City in its sole and absolute discretion.

3.6 Changes In Funding Streams. The City's agreement to make the Loan on the terms set forth in this Agreement and the Note is based in part on Borrower's projected sources and uses of all funds for the Project, as set forth in the Table of Sources and Uses. Borrower covenants to give written notice to the City within thirty (30) days of any significant changes in budgeted funding or income set forth in documents previously provided to the City. Examples of significant changes include loss or adjustments (other than regular annual adjustments) in funding under Shelter + Care, Section 8 or similar programs.

3.7 Notification and Repayment of Excess Proceeds. Borrower will notify the City in writing within thirty (30) days after the later of the date on which Borrower receives its Form 8609 from the California Tax Credit Allocation Committee or the date on which Borrower receives Excess Proceeds from its Limited Partner or other financing sources. Borrower will repay all Excess Proceeds to the City no later than sixty (60) days after receipt of such notification, unless the City has elected to waive such payment. The City will use such Excess Proceeds to reduce the balance of the Loan.

3.8 Intentionally Omitted.

3.9 Failure to Provide Budgeted Supportive Services.

If Borrower fails to provide Supportive Services in the amount shown in the approved 20-Year Cash Flow Proforma, Borrower will provide notice to the City within ten (10) business days of the date the Supportive Services were terminated, which notice will include, at a minimum, a proposed plan to restore the Supportive Services within a reasonable period of time. If at the time such notice is provided, Borrower is unable to propose a feasible plan for restoring the Supportive Service, Borrower will include in the notice a detailed explanation as to the cause of the termination of Supportive Services and the reasons why it would not be feasible to restore the Supportive Services within a reasonable period of time.

3.10 Recordation of the Deed of Trust and Declaration of Restrictions. Borrower will cause each of the following requirements to be fully satisfied on or before the date it acquires Control of the Site:

(a) Borrower will have delivered the Deed of Trust and the Declaration of Restrictions to City, duly executed and acknowledged by Borrower;

(b) Borrower will have recorded the Deed of Trust and the Declaration of Restrictions in the Official Records, subject only to the Permitted Exceptions; and

(c) A title company will have committed to issue the Title Policy to City, and Borrower will have delivered all documents reasonably required by such title company to issue the Title Policy. Borrower will pay all amounts charged by the title company for the issuance of the Title Policy; provided that such amounts may be included in a subsequent Expenditure Request.

3.11 Additional City Approvals. By entering into this Agreement, City is in no way modifying or limiting the obligations of Borrower to develop the Site in accordance with all applicable laws. Borrower understands and agrees that: (i) City is entering into this Agreement in its proprietary capacity and not as a regulatory agency with certain police powers; (ii) neither entry by City into this Agreement nor any approvals given by MOHCD under this Agreement will be deemed to imply that Borrower has obtained or will obtain any required approvals from any City departments, boards or commissions which have jurisdiction over the Site; (iii) any development of the Site will require additional approvals, authorizations and permits from governmental agencies with jurisdiction over the Project, which may include, without limitation, the San Francisco City Planning Commission and the San Francisco Board of Supervisors. Notwithstanding anything to the contrary in this Agreement, the City is not committing itself or agreeing to undertake any disposition of any real property interests to Borrower, approve any land use entitlements or permits, or undertake any other acts or activities relating to the subsequent independent exercise of discretion by any department, board or commission with jurisdiction over the Project, including but not limited to a party hereto. Without limiting the generality of the foregoing, the City will not approve any development of the Site, and no physical changes to the Site will be approved or may be undertaken, until there has been complete compliance with the California Environmental Quality Act ("CEQA") and the City's Environmental Quality Regulations (San Francisco Administrative Code Section 31). If the Project is found to cause significant adverse impacts, the City retains absolute discretion to: (1) modify the Project to mitigate significant adverse environmental impacts, (2) select feasible alternatives which avoid significant adverse impacts of the Project, (3) require the implementation of specific measures to mitigate the significant adverse environmental impacts of the Project, as identified upon environmental evaluation in compliance with CEQA and the City's Environmental Quality Regulations, (4) reject the Project as proposed if the economic and social benefits of the Project do not outweigh otherwise unavoidable significant adverse impacts of the project, or (5) approve the Project upon a finding that the economic and social benefits of the Project outweigh otherwise unavoidable significant adverse impacts.

ARTICLE 4 CLOSING; DISBURSEMENTS.

4.1 Generally. Subject to the terms of this Agreement, the City will make Disbursements in an aggregate sum not to exceed the Funding Amount to or for the account of Borrower in accordance with this Agreement and the approved line item budget contained in the Table of Sources and Uses.

4.2 Closing. Unless otherwise agreed by the City and Borrower in writing, Borrower will establish an escrow account with the title company issuing the Title Policy, or any other escrow agent Borrower chooses, subject to the City's approval (the "Escrow Agent"). The parties will execute and deliver to the Escrow Agent written instructions consistent with the terms of this Agreement. In the event the escrow does not close on or before the expiration date of escrow instructions signed by the City, or any other mutually agreed date, the City may declare this Agreement to be null and void. In the event Borrower does not satisfy all of the conditions to closing within a reasonable time, as determined by the City in its sole discretion, the City may declare this Agreement to be null and void.

4.3 Conditions Precedent to Closing. The City will authorize the close of the Loan only upon satisfaction of all conditions precedent in this Section as follows:

(a) Borrower will have delivered to the City fully executed (and for documents to be recorded, acknowledged) originals of the following documents, in form and substance satisfactory to the City: (i) the Note; (ii) this Agreement (in duplicate); (iii) the Certificate of Good Standing; (iv) the Authorizing Resolutions; (v) the Environmental Permit; and (vi) any other City Documents reasonably requested by the City.

(b) The Charter Documents will be delivered to the City in their original form and as amended from time to time and be accompanied by a certificate of good standing for Borrower issued by the California Secretary of State and, if Borrower is organized under the laws of a state other than California, a certificate of good standing issued by the Secretary of State of the state of organization, issued no more than ninety (90) days before the Agreement Date.

(c) Borrower will have delivered to the City evidence of all insurance policies and endorsements required under Exhibit L of this Agreement and, if requested by the City, copies of such policies.

4.4 Intentionally Omitted.

4.5 Disbursements. The City's obligation to approve any expenditure of Funds is subject to Borrower's satisfaction of the conditions precedent under this Section as follows:

(a) Borrower will have delivered to the City an Expenditure Request in form and substance satisfactory to the City, together with: (i) copies of invoices, contracts or other documents covering all amounts requested; (ii) a line item breakdown of costs to be covered by the Expenditure Request; and (iii) copies of checks issued to pay expenses covered in the previous Expenditure Request. The City may grant or withhold its approval of any line item contained in the Expenditure Request that, if funded, would cause it to exceed the budgeted line item as previously approved by the City. Additionally, Borrower will obtain the City's prior written approval for all requested reallocations of Funds for line items previously approved by the City.

(b) No Event of Default, or event that with notice or the passage of time or both could constitute an Event of Default, may have occurred that remains uncured as of the date of the Expenditure Request.

(c) With respect to any Expenditure Request that covers demolition or construction costs, Borrower will have certified to the City that the Project complies with the labor standards set forth in Exhibit E, Section 1, if applicable.

(d) With respect to any Expenditure Request that covers travel expenses, Borrower's travel expenses will be reasonable and will comply with the following:

(i) Lodging, meals and incidental expenses will not exceed the then-current per diem rates set forth by the United States General Services Administration for the County of San Francisco found at: <https://www.gsa.gov/portal/category/104711>.

(ii) Air transportation expenses will use fares for coach-class accommodations, provided that purchases for air travel will occur no less than one week before the travel day.

(iii) If ground transportation is required, the City urges the use of public transit or courtesy shuttles if provided by a lodging. If courtesy transportation is not provided by a lodging, ground transportation expenses for travel to or from regional airports will not exceed Fifty Dollars (\$50.00) each way. Other ground transportation expenses will not exceed then-current San Francisco taxi rates found at: <https://www.sfmta.com/getting-around/taxi/taxi-rates>. Ground transportation will not include any expenses for luxury transportation services, such as a limousine, or any expenses related to travel to or from Project site meetings by Borrower's employees.

(iv) Miscellaneous travel expenses will not exceed Fifty Dollars (\$50.00) without prior written approval of the City.

(v) Any Expenditure Request for travel expenses will include supporting documentation, including, without limitation, original itemized receipts showing rates and cost, air travel itinerary, proof of payment, and any written justification requested by the City.

For the purpose of this Section, the terms “lodging,” “meals” and “incidental expenses” will have the same meanings defined in 41 CFR Part 300-3; the term “coach-class” will have the same meaning defined in 41 CFR Part 301-10.121(a); and the term “miscellaneous” means copying services, printing services, communication services, or other services reasonably related to travel for the Project and approved by the City.

4.6 Loan In Balance. From and after the closing date of Borrower’s financing for construction of the Project, the City may require Borrower to pay certain costs incurred in connection with the Project from sources of funds other than the Loan at any time the City determines that the Loan is Out of Balance. When the City is satisfied that the Loan is again In Balance, the City will recommence making Disbursements for Expenditure Requests meeting the conditions set forth above.

4.7 Retention. In addition to the other conditions to Disbursements, Borrower acknowledges that the amount of hard costs or tenant improvements costs included in any Expenditure Request associated with demolition or construction, when added to previously approved costs, may not exceed ninety percent (90%) of the approved budgeted costs on a line item basis. The remaining ten percent (10%) of approved budgeted hard costs or tenant improvement costs associated with demolition or construction will be held by the City and/or other Project lenders (the “Retention”) and may be released only upon satisfaction of all requirements listed in the Construction Manager’s Checklist for Release of Retention.

4.8 Limitations on Approved Expenditures. The City may refuse to approve any expenditure: (a) during any period in which an event that, with notice or the passage of time or both, would constitute an Event of Default remains uncured, or during the pendency of an uncured Event of Default; or (b) for disapproved, unauthorized or improperly documented expenses. The City is not obligated to approve expenditure of the full Funding Amount unless approved Expenditure Requests support disbursement of the full Funding Amount, and in no event may the aggregate amount of all Funds disbursed to Borrower under this Agreement exceed the Funding Amount.

ARTICLE 5 DEMOLITION OR CONSTRUCTION. This Article will apply if the Borrower or its affiliate acquires Control of the Site.

5.1 Labor Requirements. Borrower’s procurement procedures, contracts, and subcontracts will comply, and where applicable, require its contractors and subcontractors to comply, with the applicable labor requirements under Exhibit E of this Agreement, including, but not limited to, the selection of all contractors and professional consultants for the Project and payment of prevailing wage.

5.2 Plans and Specifications. Before starting any demolition or construction on the Site, Borrower will deliver to the City, and the City will have reviewed and approved, plans and specifications and the construction contract for the Project entered into between Borrower and Borrower's general contractor and approved by the City (the "Construction Contract"). The plans approved by the City will also be approved by the City and County of San Francisco's Department of Building Inspection (the "Department of Building Inspection") (collectively, the "Approved Plans") prior to the start of any demolition or construction on the Site. The Approved Plans will be explicitly identified in the Construction Contract. The specifications approved by the City, including the funder requirements and the technical specifications (the "Approved Specifications") will also be explicitly identified in the Construction Contract. The Construction Contract may include funder requirements not otherwise addressed in the Approved Specifications. After completion of the Project, Borrower will retain the Approved Plans as well as "as-built" plans for the Project, the Approved Specifications and the Construction Contract, all of which Borrower will make available to the City upon request.

5.3 Change Orders. Borrower may not approve or permit any change orders to the plans and specifications approved by the City without the City's prior written consent. Borrower will provide adequate and complete justification for analysis of any change order request to the City. The City will provide any questions, comments or requests for additional information to Borrower within five (5) business days of receipt of a change order request. City will review and approve or disapprove of a change order request within ten (10) business days of a complete submission by Borrower. In the event the City fails to approve or disapprove the change order request within such ten (10) business day period, the change order will be deemed approved. Borrower acknowledges that the City's approval of any change order will not constitute an agreement to amend the Table of Sources and Uses or to provide additional Funds for the Project, unless the City agrees in its sole discretion to amend the Table of Sources and Uses or provide additional Funds for that purpose.

5.4 Insurance, Bonds and Security. Before starting any demolition or construction on the Site, Borrower will deliver to the City insurance endorsements and bonds as described in Exhibit L. At all times, Borrower will take prudent measures to ensure the security of the Site.

5.5 Notice to Proceed. No demolition or construction may commence until Borrower has issued a written notice to proceed with the City's approval.

5.6 Commencement and Completion of Project. Unless otherwise extended in writing by the City, Borrower will: (a) commence demolition or construction by a date no later than April 2, 2024; (b) complete demolition or construction by a date no later than October 1, 2025 in accordance with the plans and specifications approved by the City, as evidenced by a certificate of occupancy or equivalent certification provided by the City's Department of Building Inspection, and an architect's or engineer's certificate of completion (the "Completion Date"); and (c) achieve occupancy of Ninety-Five percent (95%) of the Units by a date no later than October 1, 2026.

5.7 Rehabilitation/Construction Standards. All demolition or construction will be performed in a first-class manner, substantially in accordance with final plans and specifications approved by the City and in accordance with all applicable codes.

ARTICLE 6 MARKETING. This Article will apply if the Borrower or its affiliate acquires Control of the Site.

6.1 Marketing and Tenant Selection Plan. No later than six (6) months before the Completion Date, Borrower will deliver to the City for the City's review and approval an affirmative plan for initial and ongoing marketing of the Units and a written Tenant selection procedure for initial and ongoing renting of the Units based on MOHCD's then-current form of marketing and tenant selection plan (the "Marketing and Tenant Selection Plan"), all in compliance with the restrictions set forth in Exhibit A and in form and substance acceptable to the City. Borrower will obtain the City's approval of reasonable alterations to the Marketing and Tenant Selection Plan. Borrower will market and rent the Units in the manner set forth in the Marketing and Tenant Selection Plan, as approved by the City.

6.2 Affirmative Marketing and Tenant Selection Plan Requirements. Borrower's Marketing and Tenant Selection Plan will address how Borrower intends to market vacant Units and any opportunity for placement on the Waiting List, as defined in 6.5. The Marketing and Tenant Selection Plan will include as many of the following elements as are appropriate to the Project, as determined by the City:

(a) A reasonable accommodations policy that indicates how Borrower intends to market Units to disabled individuals, including an indication of the types of accessible Units in the Project, the procedure for applying, and a policy giving disabled individuals a priority in the occupancy of accessible Units.

(b) A plan that satisfies the requirement to give preference in occupying units in accordance with the Preferences and Lottery Manual and the Preferences Ordinance.

(c) Advertising in local neighborhood newspapers, community-oriented radio stations, on the internet and in other media that are likely to reach low-income households. All advertising will display the Equal Housing Opportunity logo.

(d) Notices to neighborhood-based, nonprofit housing corporations and other low-income housing advocacy organizations that maintain waiting lists or make referrals for below-market-rate housing.

(e) Notices to SFHA.

(f) Notices to MOHCD

(g) To the extent practicable, without holding Units off the market, the community outreach efforts listed above will take place before advertising vacant Units or open spots on the Waiting List to the general public.

(h) An acknowledgement that, with respect to vacant Units, the marketing elements listed above will only be implemented if there are no qualified applicants interested or available from the Waiting List.

(i) Borrower will use access points and accept referrals from HSH, or its successor agencies.

6.3 Marketing and Tenant Selection Plan & Tenant Screening Criteria Requirements:

(a) Borrower's Marketing and Tenant Selection Plan will comply with the requirements of the Tenant Selection Plan Policy as set forth in the attached **Exhibit H**. The Marketing and Tenant Selection Plan will be kept on file at the Project at all times.

(b) Borrower's tenant screening criteria will comply with the Tenant Screening Criteria Policy set forth in the attached **Exhibit I**.

6.4 **Marketing Records**. Borrower will keep records of: (a) activities implementing the Marketing and Tenant Selection Plan; (b) advertisements; and (c) other community outreach efforts.

6.5 **Waiting List**. Borrower's Marketing and Tenant Selection Plan will contain, at a minimum, policies and criteria that provide for the selection of tenants from a written waiting list that complies with the Marketing and Tenant Selection Plan (the "Waiting List"). The Marketing and Tenant Selection Plan may allow an applicant to refuse an available Unit for good cause without losing standing on the Waiting List but will limit the number of refusals without cause as approved by the City. Borrower will at all times maintain the Waiting List. Upon the vacancy of any Unit, Borrower will first attempt to select the new Tenant for such Unit from the Waiting List, and will only market the Unit to the general public after determining that no applicants from the Waiting List qualify for such Unit. The Waiting List will be kept on file at the Project at all times.

ARTICLE 7 **AFFORDABILITY AND OTHER LEASING RESTRICTIONS**.

7.1 **Term of Leasing Restrictions**. Borrower acknowledges and agrees that the covenants and other leasing restrictions set forth in this Article will remain in full force and effect if Borrower acquires Control of the Site: (a) for the Compliance Term and survive the prior repayment or other satisfaction of the Loan, termination of this Agreement or reconveyance of the Deed of Trust; (b) for any Unit that has been subject to a regulatory agreement with TCAC, for a period ending three (3) years after the date of any transfer of the Project by foreclosure or deed-in-lieu of foreclosure; and (c) with respect to any Unit occupied by a Qualified Tenant at expiration of either the Compliance Term or the 3-year period referred to in Subsection (b) above, until the Qualified Tenant voluntarily vacates his/her Unit or is evicted lawfully for just cause. The requirements to comply with the provisions of Internal Revenue Code Section 42, including Section 42(h)(6)(E)(ii), are hereby acknowledged.

7.2 **Borrower's Covenant**.

(a) Borrower covenants to rent all Units (except one Unit reserved for the manager of the Project) at all times to households certified as Qualified Tenants at initial occupancy, as set forth in **Exhibit A**. In addition, Twenty (20) Units will be rented to those at-risk of homelessness, during the period in which the City's Local Operating Subsidy Program is in operation and the City provides the Local Operating Subsidy to the Project.

(b) Borrower covenants to rent all Units (except one Unit reserved for the manager of the Project) at all times to households certified as Qualified Tenants at initial occupancy, as set forth in **Exhibit A**. In addition, Thirty-Four (34) Units will be rented to extremely low income seniors, during the period in which the City's Senior Operating Subsidy is in operation and the City provides the Senior Operating Subsidy to the Project.

(c) A Tenant who is a Qualified Tenant at initial occupancy will not be required to vacate the Unit due to subsequent rises in household income, except as provided in **Section 7.3**. After the

over-income Tenant vacates the Unit, the vacant Unit will be rented only to Qualified Tenants as provided in this Article 7.

7.3 Rent Restrictions.

(a) Rent charged to each Qualified Tenant may not exceed the amounts set forth in **Exhibit A**, *provided that* Rents may be adjusted annually, subject to the limitations below.

(b) Subject to the Hold Harmless Policy, rents for all Units may be increased once annually up to the maximum monthly rent by unit type as published by MOHCD.

(c) With the City's prior written approval, Rent increases for Units exceeding the amounts permitted under **Section 7.3(b)** may be permitted once annually in order to recover increases in approved Project Expenses, provided that: (i) in no event may single or aggregate increases exceed ten percent (10%) per year unless such an increase is contemplated in a City-approved temporary relocation plan or is necessary due to the expiration of Section 8 or other rental subsidies; and (ii) Rents for each Unit may in no event exceed the maximum Rent permitted under **Section 7.3(a)**. City approval for such Rent increases that are necessary to meet all approved Project Expenses will not be unreasonably withheld.

(d) For any Qualified Tenant participating in a Rent or operating subsidy program where the Rent charged is calculated as a percentage of household income, adjustments to Rent charged may be made according to the rules of the relevant subsidy program. There is no limit on the increase/decrease in Rent charged under this provision, as long as it does not exceed the maximum Rent permitted under **Section 7.3(a)**. There is no limit on the number of Rent adjustments that can be made in a year under this provision.

(e) For any Qualified Tenant that becomes ineligible to continue participating in a rent or operating subsidy program, there is no limit on the increase in Rent charged as long as it does not exceed the maximum Rent permitted under **Section 7.3(a)**.

(f) Unless prohibited under any applicable Laws, including without limitation Section 42 of the Internal Revenue Code of 1986, as amended, if the household income of a Qualified Tenant exceeds the maximum permissible income during occupancy of a Unit, then, upon no less than thirty (30) days' prior written notice to the Tenant or as otherwise required under the Tenant's lease or occupancy agreement, Borrower may adjust the charges for Rent for the previously Qualified Tenant to be equal to thirty percent (30%) of the Tenant's adjusted household income. Rents charged under this provision may exceed the Maximum Rent permitted under **Section 7.3(a)**.

7.4 Certification.

(a) As a condition to initial occupancy, each person who desires to be a Qualified Tenant in the Project will be required to sign and deliver to Borrower a certification in the form shown in **Exhibit C** in which the prospective Qualified Tenant certifies that he/she or his/her household qualifies as a Qualified Tenant. In addition, each person will be required to provide any other information, documents or certifications deemed necessary by the City to substantiate the prospective Tenant's income. Certifications provided to and accepted by the SFHA will satisfy this requirement.

(b) Borrower will require each Qualified Tenant in the Project to recertify to Borrower on an annual basis the Qualified Tenant's household income in accordance with this Agreement and any applicable tax credit requirements.

(c) Income certifications with respect to each Qualified Tenant who resides in a Unit or resided therein during the immediately preceding calendar year will be maintained on file at Borrower's principal office, and Borrower will file or cause to be filed copies thereof with the City promptly upon request by the City.

7.5 Form of Lease. The form of lease for Tenants will provide for termination of the lease and consent to immediate eviction for failure to: (i) qualify as a Qualified Tenant if the Tenant has made any material misrepresentation in the initial income certification, or (ii) submit to Borrower an annual recertification of income. The initial term of the lease will be for a period of not less than one (1) year. Borrower will not terminate the tenancy or refuse to renew any lease of a Unit except for serious or repeated violation of the terms and conditions of the lease, for violation of applicable Laws or other good cause. Any termination or refusal to renew the lease for a Unit will be preceded by not less than thirty (30) days' written notice to the Tenant specifying the grounds for the action.

7.6 Nondiscrimination. Borrower agrees not to discriminate against or permit discrimination against any person or group of persons because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, disability, gender identity, height, weight, source of income or acquired immune deficiency syndrome (AIDS) or AIDS related condition (ARC) in the operation and use of the Project except to the extent permitted by law or required by any other funding source for the Project. Borrower agrees not to discriminate against or permit discrimination against Tenants using Section 8 certificates or vouchers or assistance through other rental subsidy programs.

7.7 Security Deposits. Security deposits may be required of Tenants only in accordance with applicable state law and this Agreement. Borrower will segregate any security deposits collected from all other funds of the Project in an Account held in trust for the benefit of the Tenants and disbursed in accordance with California law. The balance in the trust Account will at all times equal or exceed the aggregate of all security deposits collected plus accrued interest thereon, less any security deposits returned to Tenants.

7.8 Commercial Space. At least sixty (60) days prior to the date that build-out of the Commercial Space begins, Borrower will obtain MOHCD's review and approval of proposed leases and development plans for the Commercial Space. All leases of Commercial Space will be to bona fide third party tenants capable of performing their financial obligations under their leases, which will reflect arms'-length transactions at the then-current market rental rate for comparable space, *provided that*, leases for Public Benefit Purposes may be at below-market rates so long as the sum of Project Income and Commercial Income meets approved cash flow requirements for the Project. Allowed uses of Commercial Space will be consistent with all applicable local planning and building codes and be reasonably compatible with the design and purpose of the Project. Each lease of Commercial Space will restrict its use to Public Benefit Purposes or all Surplus Cash generated as a result of a market-rate lease of the Commercial Space will be directed toward repayment of the [Loan/Grant] or used for a Public Benefit Purpose. All surplus cash will be subject to the MOHCD Policy on the Use of Residual Receipts. Each lease of Commercial Space will comply with the MOHCD Commercial Underwriting Guidelines as set forth in Exhibit O herein.

ARTICLE 8 MAINTENANCE AND MANAGEMENT OF THE PROJECT. This Article will apply if the Borrower or its affiliate acquires Control of the Site.

8.1 Borrower's Responsibilities.

(a) Subject to the rights set forth in **Section 8.2**, Borrower will be specifically and solely responsible for causing all maintenance, repair and management functions performed in connection with the Project, including selection of tenants, recertification of income and household size, evictions, collection of rents, routine and extraordinary repairs and replacement of capital items. Borrower will maintain or cause to be maintained the Project, including the Units and common areas, in a safe and sanitary manner in accordance with local health, building and housing codes, California Health and Safety Code 17920.10 and the applicable provisions of 24 CFR Part 35.

(b) Borrower will take prudent measures to ensure the security of the Site. Measures may include erecting a fence; covering and securing all openings in any vacant building and hiring security guards, as appropriate for the circumstances.

8.2 Contracting With Management Agent.

(a) Borrower may contract or permit contracting with a management agent for the performance of the services or duties required in **Section 8.1(a)**, subject to the City's prior written approval of both the management agent and, at the City's discretion, the management contract between Borrower and the management agent, *provided, however*, that the arrangement will not relieve Borrower of responsibility for performance of those duties. Any management contract will contain a provision allowing Borrower to terminate the contract without penalty upon no more than thirty (30) days' notice.

(b) The City will provide written notice to Borrower of any determination that the contractor performing the functions required in **Section 8.1(a)** has failed to operate and manage the Project in accordance with this Agreement. If the contractor has not cured the failure within a reasonable time period, as determined by the City, Borrower will exercise its right of termination immediately and make immediate arrangements for continuous and continuing performance of the functions required in **Section 8.1(a)**, subject to the City's approval.

8.3 Borrower Management. Borrower may manage the Project itself only with the City's prior written approval. The City will provide written notice to Borrower of any determination that Borrower has failed to operate and manage the Project in accordance with this Agreement, in which case, the City may require Borrower to contract or cause contracting with a management agent to operate the Project, or to make other arrangements the City deems necessary to ensure performance of the functions required in **Section 8.1(a)**.

ARTICLE 9 GOVERNMENTAL APPROVALS AND REQUIREMENTS.

9.1 Approvals. Borrower covenants that it has obtained or will obtain in a timely manner and comply with all federal, state and local governmental approvals required by Law to be obtained for the Project. Subject to **Section 17.2**, this Section does not prohibit Borrower from contesting any interpretation or application of Laws in good faith and by appropriate proceedings.

9.2 Borrower Compliance. Borrower will comply, and where applicable, require its contractors to comply, with all applicable Laws governing the use of Funds for the construction, rehabilitation and/or operation of the Project, including those set forth in Exhibit E and Exhibit L. Borrower acknowledges that its failure to comply with any of these requirements will constitute an Event of Default under this Agreement. Subject to **Section 17.2**, this Section does not prohibit Borrower from contesting any interpretation or application of Laws in good faith and by appropriate proceedings. Construction-related requirements will not apply until Borrower has acquired Control of the Site; *provided that*, construction-related requirements will apply to the Project whether or not the City approves and provides additional financing for the Project.

9.3 Intentionally Omitted.

ARTICLE 10 PROJECT MONITORING, REPORTS, BOOKS AND RECORDS.

10.1 Generally.

(a) Borrower understands and agrees that it will be monitored by the City from time to time to assure compliance with all terms and conditions in this Agreement and all Laws. Borrower acknowledges that, if and after Borrower acquires Control of the Site, the City may also conduct periodic on-site inspections of the Project. Borrower will cooperate with the monitoring by the City and ensure full access to the Project and all information related to the Project as reasonably required by the City.

(b) Borrower will keep and maintain books, records and other documents relating to the receipt and use of all Funds, including all documents evidencing any Project Income and Project Expenses. Borrower will maintain records of all income, expenditures, assets, liabilities, contracts, operations, tenant eligibility and condition of the Project. All financial reports will be prepared and maintained in accordance with GAAP as in effect at the time of performance.

(c) Borrower will provide written notice of the replacement of its executive director, director of housing development, director of property management and/or any equivalent position within thirty (30) days after the effective date of such replacement.

10.2 Monthly Reporting. Borrower will submit monthly reports (the “MOHCD Monthly Project Update”) describing progress toward developing the Project with respect to obtaining necessary approvals from other City departments, procuring architects, consultants and contractors, changes in scope, cost or schedule and significant milestones achieved in the past month and expected to be achieved in the coming month. The MOHCD Monthly Project Update will be submitted by email in substantially the form requested by MOHCD until such time as the Project Completion Report is submitted to the City pursuant to **Section 10.5** below.

10.3 Annual Reporting.

(a) From and after the Completion Date, Borrower will file with the City annual report forms (the “Annual Monitoring Report”) that include audited financial statements with an income and expense statement for the Project covering the applicable reporting period, a statement of balances, deposits and withdrawals from all Accounts, line item statements of Project Expenses, Project Income, Partnership Fees (if any), Residual Receipts and any Distributions made, evidence of required insurance, a description of marketing activities and a rent roll, no later than one hundred fifty (150) days after the end of Borrower’s fiscal year. The Annual Monitoring Report will be in substantially the form attached as **Exhibit G** or as later modified during the Compliance Term.

(b) If the source of Funds is Federal Funding, Borrower will also provide an annual accounting of program income, as defined in applicable federal regulations.

10.4 Capital Needs Assessment. In accordance with the CNA Policy, Borrower will deliver to MOHCD an updated CNA every five (5) years after the Completion Date for approval.

10.5 Project Completion Report. Within the specific time periods set forth below after the completion of demolition or construction, the lease-up and/or permanent financing of the Project, as applicable, Borrower will provide to the City the reports listed below certified by Borrower to be complete and accurate. Subsequent to the required submission of the reports listed below, Borrower will provide to the City information or documents reasonably requested by the City to assist in the City’s review and analysis of the submitted reports:

(a) within ninety (90) days after the Completion Date, a draft cost certification (or other similar project audit performed by an independent certified public accountant identifying the sources and uses of all Project funds including the Funds;

(b) within one hundred-eighty (180) days after the Completion Date, a report on compliance with the applicable requirements under Section 5.1 of this Agreement, including the type of work and the dollar value of such work;

(c) within ninety (90) days after seventy-five percent (75%) occupancy, and one hundred percent (100%) occupancy, respectively, a report on the lease-up of the Units including number of leases by race, ethnicity and single-headed household by gender, to the extent available, location of previous residence, and also indicating the Units by income category; and

(d) within ninety (90) days after the Completion Date, a report demonstrating compliance with all requirements regarding relocation, including the names of all individuals or businesses occupying the Site on the date of the submission of the application for Funds, those moving in after that date, and those occupying the Site upon completion of the Project.

(e) within one hundred-eighty (180) days after the Completion Date, and if the Project has used Federal Funds, a report demonstrating compliance with all requirements regarding HUD Section 3, including documentation of total labor hours worked on the Project, total Section 3 hours worked, total wages paid, total Section 3 wages paid, and the names of all individuals employed to comply with the Section 3 and Section 3 goals, including the total hours worked for each individual and total wages paid to each individual.

10.6 Response to Inquiries. At the request of the City, its agents, employees or attorneys, Borrower will respond promptly and specifically to questions relating to the income, expenditures, assets, liabilities, contracts, operations and condition of the Project, the status of any mortgage encumbering the Project and any other requested information with respect to Borrower or the Project.

10.7 Delivery of Records. At the request of the City, made through its agents, employees, officers or attorneys, Borrower will provide the City with copies of each of the following documents, certified in writing by Borrower to be complete and accurate:

(a) all tax returns filed with the United States Internal Revenue Service, the California Franchise Tax Board and/or the California State Board of Equalization on behalf of Borrower and any general partner or manager of Borrower;

(b) all certified financial statements of Borrower and, if applicable, its general partner or manager, the accuracy of which will be certified by an auditor satisfactory to the City; and

(c) any other records related to Borrower's ownership structure and the use and occupancy of the Site.

10.8 Access to the Project and Other Project Books and Records. In addition to Borrower's obligations under **Sections 2.4, 10.1, 10.2, 10.3, 10.4, 10.5, 10.6 and 10.7** and any other obligations to provide reports or maintain records in any City Document, Borrower agrees that duly authorized representatives of the City will have: (a) access to the Project throughout the Compliance Term to monitor the progress of work on the Project and compliance by Borrower with the terms of this Agreement; and (b) access to and the right to inspect, copy, audit and examine all books, records and other documents Borrower is required to keep at all reasonable times, following reasonable notice, for the retention period required under **Section 10.9**.

10.9 Records Retention. Borrower will retain all records required for the periods required under applicable Laws.

ARTICLE 11 USE OF INCOME FROM OPERATIONS.

11.1 Project Operating Account.

(a) Borrower will deposit all Project Income promptly after receipt into a segregated depository account (the "Project Operating Account") established exclusively for the Project. Withdrawals from the Project Operating Account may be made only in accordance with the provisions of this Agreement and the approved Annual Operating Budget, as it may be revised from time to time with the City's approval. Borrower may make withdrawals from the Project Operating Account solely for the payment of Project Expenses and Partnership Fees. Withdrawals from the Project Operating Account (including accrued interest) for other purposes may be made only with the City's express prior written approval.

(b) Borrower will keep accurate records indicating the amount of Project Income deposited into and withdrawn from the Project Operating Account and the use of Project Income. Borrower will provide copies of the records to the City upon request.

ARTICLE 12 REQUIRED RESERVES.

12.1 Replacement Reserve Account.

(a) Commencing no later than sixty (60) days after the Completion Date, or any other date the City designates in writing, Borrower will establish or cause to be established a segregated interest-bearing replacement reserve depository account (the "Replacement Reserve Account"). On or before the 15th day of each month following establishment of the Replacement Reserve Account, Borrower will make monthly deposits from Project Income into the Replacement Reserve Account in the amount necessary to meet the requirements of this Section. The City may review the adequacy of deposits to the Replacement Reserve Account periodically and require adjustments as it deems necessary.

(b) Monthly deposits will equal the lesser of: (i) 1/12th of 0.6% of Replacement Cost; or (ii) 1/12th of the following amount: \$43,000.

After the Project's first five (5) years of operation, Borrower may request adjustments every five (5) years based on its most recently approved CNA.

Borrower may request adjustments every five (5) years based on its most recently approved CNA. If the Project is unable to make a required replacement reserve deposit due to unavailable cash flow, Borrower will submit a plan for review and approval to MOHCD that addresses the cash flow shortfall.

(c) Borrower may withdraw funds from the Replacement Reserve Account solely to fund capital improvements for the Project, such as replacing or repairing structural elements, furniture, fixtures or equipment of the Project that are reasonably required to preserve the Project. Borrower may not withdraw funds (including any accrued interest) from the Replacement Reserve Account for any other purpose without the City's prior written approval.

12.2 Operating Reserve Account.

(a) Commencing no later than sixty (60) days after the Completion Date, or any other date the City designates in writing, Borrower will establish or cause to be established a segregated interest-bearing operating reserve depository account (the "Operating Reserve Account") by depositing funds in an amount equal to twenty-five percent (25%) of the approved budget for Project Expenses for the first full year of operation of the Project. The City may review the adequacy of deposits to the Operating Reserve Account periodically and require adjustments as it deems necessary.

(b) No less than annually after establishing the Operating Reserve Account and continuing until the Compliance Term has expired, Borrower will make additional deposits, if necessary, to bring the balance in the Operating Reserve Account to an amount equal to twenty-five percent (25%) of the prior year's actual Project Expenses.

(c) Borrower may withdraw funds from the Operating Reserve Account solely to alleviate cash shortages resulting from unanticipated and unusually high maintenance expenses, seasonal fluctuations in utility costs, abnormally high vacancies and other expenses that vary seasonally or from month to month in the Project. Borrower may not withdraw funds (including any accrued interest) from the Operating Reserve Account for any other purpose without the City's prior written approval.

ARTICLE 13 DISTRIBUTIONS.

13.1 Definition. “Distributions” refers to cash or other benefits received as Project Income from the operation of the Project and available to be distributed to Borrower or any party having a beneficial interest in the Project, but does not include reasonable payments for property management, asset management and approved deferred Developer Fees or other services performed in connection with the Project.

13.2 Conditions to Distributions. The 20-Year Cash Flow Proforma attached hereto as **Exhibit B-2** includes projections of annual Distributions. **Exhibit B-2** is not intended to impose limits on the amounts to be annually distributed. Distributions for a particular fiscal year may be made only following: (a) City approval of the Annual Monitoring Report submitted for that year; (b) the City’s determination that Borrower is not in default under this Agreement or any other agreement entered into with the City and County of San Francisco or the City for the Project; and (c) the City’s determination that the amount of the proposed Distribution satisfies the conditions of this Agreement. The City will be deemed to have approved Borrower’s written request for approval of a proposed Distribution unless the City delivers its disapproval or request for more information to Borrower within thirty (30) business days after the City’s receipt of the request for approval.

13.3 Prohibited Distributions. No Distribution may be made in the following circumstances:

(a) when a written notice of default has been issued by any entity with an equitable or beneficial interest in the Project and the default is not cured within the applicable cure periods; or

(b) when the City determines that Borrower or Borrower’s management agent has failed to comply with this Agreement; or

(c) if required debt service on all loans secured by the Project and all operating expenses have not been paid current; or

(d) if the Replacement Reserve Account, Operating Reserve Account or any other reserve account required for the Project is not fully funded under this Agreement; or

(e) if the Loan is to be repaid from Residual Receipts, Borrower failed to make a payment when due on a Payment Date and the sum remains unpaid; or

(f) during the pendency of an uncured Event of Default (including Borrower’s failure to provide its own funds at any time from and after the closing date of Borrower’s financing for construction or rehabilitation of the Project that the City determines the Loan is Out of Balance) under any City Document.

13.4 Borrower’s Use of Residual Receipts for Development. To the extent that making a Distribution is not inconsistent with any other financing agreement for the Project, and subject to the limitations in this Article, with the City’s prior written approval Borrower may retain a portion of Residual Receipts in lieu of using them to repay the Loan in an amount consistent with the Residual Receipts Policy attached hereto as **Exhibit P**. Borrower acknowledges that the City may withhold its consent to a Distribution in any year in which Residual Receipts are insufficient to meet Borrower’s payment obligations under the Note.

ARTICLE 14 SYNDICATION PROCEEDS.

14.1 Distribution and Use. If Borrower is a limited partnership or limited liability company, and unless otherwise approved by the City in writing, Borrower will allocate, distribute and pay or cause to be allocated, distributed and paid all net syndication proceeds and all loan and grant funds as specified in the Table. Borrower will notify the City of the receipt and disposition of any net syndication proceeds received by Borrower during the term of this Agreement.

ARTICLE 15 DEVELOPER FEES.

15.1 Amount. The City has approved the payment of development fees from the Loan to the Developer in an amount not to exceed Five Hundred Fifty Thousand and No/100 Dollars (\$550,000.00) for predevelopment of the Project prior to the closing date of Borrower's financing for construction or rehabilitation of the Project and may be entitled to receive additional fees for developing the Project (collectively, "Developer Fees"), subject to the Developer Fee Policy. Borrower agrees to limit the Developer's use of Developer Fee to pay only for eligible activities including, but not limited to, the following:

(a) Developer's organizational capacity building and maintenance programs; working capital; housing development production and related programs; physical improvements to existing housing owned or sponsored by Developer; increasing housing operations and asset management activities; improving tenant improvements or commercial space in existing housing owned or sponsored by Developer; funding community facilities associated with existing housing owned or sponsored by Developer providing supplemental tenant rental assistance for existing housing owned or sponsored by Developer; or programs supporting the welfare of residents residing in existing housing owned or sponsored by Developer; and

(b) Predevelopment, preconstruction and construction costs, including reasonable administrative expenses, of future affordable housing development sponsored by Developer in San Francisco.

15.2 Fee Payment Schedule. Developer will receive payment of the Developer Fees as follows:

- (a) \$165,000 upon close of predevelopment financing.
- (b) \$125,000 upon submitted evidence of receipt of site permit.
- (c) \$130,000 upon submission of HCD funding application.
- (d) \$130,000 upon submission of CDLAC and TCAC applications.

ARTICLE 16 TRANSFERS.

16.1 Permitted Transfers/Consent. Borrower may not cause or permit any voluntary transfer, assignment or encumbrance of its interest in the Site or Project or of any ownership interests in Borrower, or lease or permit a sublease on all or any part of the Project, other than: (a) leases, subleases or occupancy agreements to occupants of Units and/or Commercial Space in the Project; or (b) security interests for the benefit of lenders securing loans for the Project as approved by the City on terms and in amounts as approved by City in its reasonable discretion (c) transfers from Borrower to a limited partnership or limited liability company formed for the tax credit syndication of the Project, where Borrower or an affiliated nonprofit public benefit corporation is the sole general partner or manager of that entity or is the manager of a limited liability company that is the sole general partner or manager of that entity; (d) transfers of the general partnership or manager's interest in Borrower to a nonprofit public

benefit corporation approved in advance by the City; (e) transfers of any limited partnership or membership interest in Borrower to an investor pursuant to the tax credit syndication of the Project; (f) the grant or exercise of an option agreement between Borrower and Borrower's general partner or manager or any of its affiliates in connection with the tax credit syndication of the Project where such agreement has been previously approved in writing by the City; or (g) to remove or replace the General Partner in accordance with the terms of the Partnership Agreement, a transfer of any general partnership interest to a new general partner approved in advance by the City. Any other transfer, assignment, encumbrance or lease without the City's prior written consent will be voidable and, at the City's election, constitute an Event of Default under this Agreement. The City's consent to any specific assignment, encumbrance, lease or other transfer will not constitute its consent to any subsequent transfer or a waiver of any of the City's rights under this Agreement.

ARTICLE 17 INSURANCE AND BONDS; INDEMNITY.

17.1 Borrower's Insurance. Subject to approval by the City's Risk Manager of the insurers and policy forms, Borrower will procure and keep in effect, and cause its contractors and subcontractors to obtain and maintain at all times during any work or construction activities on the Property, the insurance and bonds as set forth in Exhibit L from the Agreement Date until the expiration of the Compliance Term at no expense to the City.

17.2 Borrower's Indemnity Obligations. Borrower will indemnify, protect, defend and hold harmless each of the Indemnitees from and against any and all Losses arising out of: (a) any default by Borrower in the observance or performance of any of Borrower's obligations under the City Documents (including those covenants set forth in Article 18 below); (b) any failure of any representation by Borrower to be correct in all respects when made; (c) from and after the date Borrower acquires Control of the Site, injury or death to persons or damage to property or other loss occurring on or in connection with the Site or the Project, whether caused by the negligence or any other act or omission of Borrower or any other person or by negligent, faulty, inadequate or defective design, building, construction, rehabilitation or maintenance or any other condition or otherwise; (d) from and after the date Borrower acquires Control of the Site, any claim of any surety in connection with any bond relating to the construction or rehabilitation of any improvements or offsite improvements; (e) any claim, demand or cause of action, or any action or other proceeding, whether meritorious or not, brought or asserted against any Indemnitee that relates to or arises out of the City Documents, the Loan, the Site (from and after the date Borrower acquires Control of the Site), or the Project or any transaction contemplated by, or the relationship between Borrower and the City or any action or inaction by the City under, the City Documents; (f) the occurrence, from and after the date Borrower acquires Control of the Site, until the expiration of the Compliance Term, of any Environmental Activity or any failure of Borrower or any other person to comply with all applicable Environmental Laws relating to the Project or the Site; (g) the occurrence, after the Compliance Term, of any Environmental Activity resulting directly or indirectly from any Environmental Activity occurring from and after the date Borrower acquires Control of the Site and before the expiration of the Compliance Term; (h) any liability of any nature arising from Borrower's contest of or relating to the application of any Law, including any contest permitted under **Sections 9.1, 9.2 and 18.2**; or (i) any claim, demand or cause of action, or any investigation, inquiry, order, hearing, action or other proceeding by or before any Governmental Agency, whether meritorious or not, that directly or indirectly relates to, arises from or is based on the occurrence or allegation of any of the matters described in clauses (a) through (h) above, *provided that* no Indemnitee will be entitled to indemnification under this Section for matters caused solely by its own gross negligence or willful misconduct.

17.3 Duty to Defend. Borrower acknowledges and agrees that its obligation to defend the Indemnitees under **Section 17.2**: (a) is an immediate obligation, independent of its other obligations

hereunder; (b) applies to any Loss which actually or potentially falls within the scope of **Section 17.2**, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to Borrower by the Indemnitor and continues at all times thereafter. In the event any action or proceeding is brought against an Indemnitor by reason of a claim arising out of any Loss for which Borrower has indemnified the Indemnitor, upon written notice, Borrower will answer and otherwise defend the action or proceeding using counsel approved in writing by the Indemnitor at Borrower's sole expense. Each Indemnitor will have the right, exercised in its sole discretion, but without being required to do so, to defend, adjust, settle or compromise any claim, obligation, debt, demand, suit or judgment against the Indemnitor in connection with the matters covered by this Agreement. The Indemnitor will give Borrower prompt notice of any Loss and Borrower has the right to defend, settle and compromise any such Loss; provided, however, that the Indemnitor has the right to retain its own counsel at the expense of Borrower if representation of such Indemnitor by the counsel retained by Borrower would be inappropriate due to conflicts of interest between such Indemnitor and Borrower. An Indemnitor's failure to notify Borrower promptly of any Loss does not relieve Borrower of any liability to such Indemnitor under **Section 17.2**, unless such failure materially impairs Borrower's ability to defend such Loss. Borrower will seek the Indemnified Party's prior written consent to settle or compromise any Loss if Borrower contends that such Indemnitor shares in liability with respect thereto.

17.4 No Limitation. Borrower's obligations under **Section 17.2** are not limited by the insurance requirements under this Agreement.

17.5 Survival. The provisions of this Section will survive the repayment of the Loan and/or termination of this Agreement.

ARTICLE 18 HAZARDOUS SUBSTANCES.

18.1 Borrower's Representations. Borrower represents and warrants to the City that, to the best of Borrower's actual knowledge, without independent investigation or inquiry as of the Agreement Date, the following statements are true and correct except as disclosed in the Phase One Environmental Site Assessment conducted on November 21, 2016 by EBI Consulting and a Phase II Site Assessment completed in March 2017 by TR&A Inc. or otherwise in writing: (a) the Site is not in violation of any Environmental Laws; (b) the Site is not now, nor has it been, used for the manufacture, use, storage, discharge, deposit, transportation or disposal of any Hazardous Substances, except in limited quantities customarily used in residences and offices and in compliance with Environmental Laws; (c) the Site does not consist of any landfill or contain any underground storage tanks; (d) the improvements on the Site do not consist of any asbestos-containing materials or building materials that contain any other Hazardous Substances; (e) no release of any Hazardous Substances in the improvements on the Site has occurred or in, on, under or about the Site; and (f) the Site is not subject to any claim by any Governmental Agency or third party related to any Environmental Activity or any inquiry by any Governmental Agency (including the California Department of Toxic Substances Control and the Regional Water Quality Control Board) with respect to the presence of Hazardous Substances in the improvements on the Site or in, on, under or about the Site, or the migration of Hazardous Substances from or to other real property.

18.2 Covenant. Unless the City otherwise consents in writing, at all times from and after the date of this Agreement, at its sole expense, Borrower will: (a) comply with all applicable Environmental Laws relating to the Site and the Project, and not engage in or otherwise permit the occurrence of any Environmental Activity in violation of any applicable Environmental Laws or that is not customary and incidental to the intended use of the Site, *provided that* nothing contained in this Section will prevent Borrower from contesting, in good faith and by appropriate proceedings, any interpretation or application of Environmental Laws; *provided further* that prior to the date Borrower acquires Control of the Site,

compliance under 18.2(a) will apply to activities of Borrower or Borrower's agents, employees, contractors and invitees in connection with the Site and the Project, including any activities conducted under the Environmental Permit, and (b) deliver to the City notice of the discovery by Borrower of any event rendering any representation contained in this Section incorrect in any respect promptly following Borrower's discovery.

ARTICLE 19 DEFAULT.

19.1 Event of Default. Any material breach by Borrower of any covenant, agreement, provision or warranty contained in this Agreement or in any of the City Documents that remains uncured upon the expiration of any applicable notice and cure periods contained in any City Document will constitute an "Event of Default," including the following:

(a) Borrower fails to make any payment required under this Agreement within ten (10) days after the date when due; or

(b) Prior to the date on which Borrower acquires Control of the Site, any lien resulting from any act or omission of the Borrower or Borrower's agents, employees, contractors or invitees is recorded against all or any part of the Site or the Project without the City's prior written consent, whether prior or subordinate to the lien of the Deed of Trust or Declaration of Restrictions, and the lien is not removed from title or otherwise remedied to the City's satisfaction within thirty (30) days after Borrower's receipt of written notice from the City to cure the default, or, if the default cannot be cured within a 30-day period, Borrower will have sixty (60) days to cure the default, or any longer period of time deemed necessary by the City, provided that Borrower commences to cure the default within the 30-day period and diligently pursues the cure to completion; or

(c) After Borrower acquires Control of the Site, any lien is recorded against all or any part of the Site or the Project without the City's prior written consent, whether prior or subordinate to the lien of the Deed of Trust or Declaration of Restrictions, and the lien is not removed from title or otherwise remedied to the City's satisfaction within thirty (30) days after Borrower's receipt of written notice from the City to cure the default, or, if the default cannot be cured within a 30-day period, Borrower will have sixty (60) days to cure the default, or any longer period of time deemed necessary by the City, provided that Borrower commences to cure the default within the 30-day period and diligently pursues the cure to completion; or

(d) Any representation or warranty made by Borrower in any City Document proves to have been incorrect in any material respect when made; or

(e) If and after Borrower acquires Control of the Site, all or a substantial or material portion of the improvements on the Site is damaged or destroyed by fire or other casualty, and the City has determined upon restoration or repair that the security of the Deed of Trust has been impaired or that the repair, restoration or replacement of the improvements in accordance with the requirements of the Deed of Trust is not economically practicable or is not completed within two (2) years of the receipt of insurance proceeds; or all or a substantial or material portion of the improvements is condemned, seized or appropriated by any non-City Governmental Agency or subject to any action or other proceeding instituted by any non-City Governmental Agency for any purpose with the result that the improvements cannot be operated for their intended purpose; or

(f) Borrower is dissolved or liquidated or merged with or into any other entity; or, if Borrower is a corporation, partnership, limited liability company or trust, Borrower ceases to exist in its

present form and (where applicable) in good standing and duly qualified under the laws of the jurisdiction of formation and California for any period of more than ten (10) days; or, if Borrower is an individual, Borrower dies or becomes incapacitated; or all or substantially all of the assets of Borrower are sold or otherwise transferred except as permitted under **Section 16.1**; or

(g) Without the City's prior written consent, Borrower assigns or attempts to assign any rights or interest under any City Document, whether voluntarily or involuntarily, except as permitted under **Section 16.1**; or

(h) Without the City's prior written consent, Borrower voluntarily or involuntarily assigns or attempts to sell, lease, assign, encumber or otherwise transfer all or any portion of the ownership interests in Borrower or of its right, title or interest in the Project or the Site except as permitted under Article 16; or

(i) Without the City's prior written consent, Borrower transfers, or authorizes the transfer of, funds in any Account required or authorized under this Agreement; or

(j) If and after Borrower acquires Control of the Site, either the Deed of Trust or the Declaration of Restrictions ceases to constitute a valid and indefeasible perfected lien on the Site and improvements, subject only to Permitted Exceptions; or

(k) Borrower is subject to an order for relief by the bankruptcy court, or is unable or admits in writing its inability to pay its debts as they mature or makes an assignment for the benefit of creditors; or Borrower applies for or consents to the appointment of any receiver, trustee or similar official for Borrower or for all or any part of its property (or an appointment is made without its consent and the appointment continues undischarged and unstayed for sixty (60) days); or Borrower institutes or consents to any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, custodianship, conservatorship, liquidation, rehabilitation or similar proceeding relating to Borrower or to all or any part of its property under the laws of any jurisdiction (or a proceeding is instituted without its consent and continues undismissed and unstayed for more than sixty (60) days); or any judgment, writ, warrant of attachment or execution or similar process is issued or levied against the Site, the improvements or any other property of Borrower and is not released, vacated or fully bonded within sixty (60) days after its issue or levy; or

(l) Any material adverse change occurs in the financial condition or operations of Borrower, such as a loss of services funding or rental subsidies, that has a material adverse impact on the Project; or

(m) From and after the closing date of Borrower's financing for construction or rehabilitation of the Project, Borrower fails to make any payments or disbursements required to bring the Loan In Balance after the City determines that the Loan is Out of Balance; or

(n) Before a certificate of occupancy or equivalent certification is issued for the Project, Borrower ceases demolition or construction of the Project for a period of twenty five (25) consecutive calendar days, and the cessation is not excused under Section 19.3; or

(o) Borrower is in default of its obligations with respect to the Ground Lease (but only after the Ground Lease has been executed) or any funding obligation (other than the Loan) for the Project, and the default remains uncured following the expiration of any applicable cure periods; or

(p) Borrower is in default of its obligations under this Agreement or any other agreement entered into with the City and County of San Francisco, and the default remains uncured for thirty (30) days after Borrower's written receipt of notice from the City to cure the default, or, if the default cannot be cured within a 30 day period, the Borrower will have sixty (60) days to cure the default, or any longer period of time deemed necessary by the City, provided that Borrower commences to cure the default within the 30 day period and diligently pursues the cure to completion.

19.2 Remedies. During the pendency of an uncured Event of Default, the City may exercise any right or remedy available under this Agreement or any other City Document or at law or in equity. All of the City's rights and remedies following an Event of Default are cumulative, including:

(a) The City at its option may declare the unpaid principal balance of the Note, together with default interest as provided in the Note and any other charges due under the Note and the other City Documents, immediately due and payable without protest, presentment, notice of dishonor, demand or further notice of any kind, all of which Borrower expressly waives.

(b) The City at its option may terminate all commitments to make Disbursements or to release the Site from the Deed of Trust or Declaration of Restrictions, or, without waiving the Event of Default, the City may determine to make further Disbursements or to release all or any part of the Site from the Deed of Trust or Declaration of Restrictions upon terms and conditions satisfactory to the City in its sole discretion.

(c) The City may perform any of Borrower's obligations in any manner, in the City's reasonable discretion.

(d) The City, either directly or through an agent or court-appointed receiver, may take possession of the Project and enter into contracts and take any other action the City deems appropriate to complete or construct all or any part of the improvements, subject to modifications and changes in the Project the City deems appropriate.

(e) The City may apply to any court of competent jurisdiction for specific performance, or an injunction against any violation, of this Agreement or for any other remedies or actions necessary or desirable to correct Borrower's noncompliance with this Agreement.

(f) Upon the occurrence of an Event of Default described in **Section 19.1(k)**, the unpaid principal balance of the Note, together with default interest as provided in the Note and any other charges due under the Note and the other City Documents, will become due and payable automatically.

(g) All costs, expenses, charges and advances of the City in exercising its remedies or to protect the Project will be deemed to constitute a portion of the principal balance of the Note, even if it causes the principal balance to exceed the face amount of the Note, unless Borrower reimburses the City within ten (10) days of the City's demand for reimbursement.

19.3 Force Majeure. The occurrence of any of the following events will excuse performance of any obligations of the City or Borrower rendered impossible to perform while the event continues: strikes; lockouts; labor disputes; acts of God; inability to obtain labor, materials or reasonable substitutes for either; governmental restrictions, regulations or controls, including but not limited to, government health orders related to a pandemic or epidemic; judicial orders; enemy or hostile governmental actions; civil commotion; fire or other casualty and other causes beyond the control of the party obligated to

perform. The occurrence of a force majeure event will excuse Borrower's performance only in the event that Borrower has provided notice to the City within thirty (30) days after the occurrence or commencement of the event or events, and Borrower's performance will be excused for a period ending thirty (30) days after the termination of the event giving rise to the delay.

19.4 City's Recourse. The City's recourse against Borrower following an Event of Default is limited as set forth more specifically in the Note.

ARTICLE 20 REPRESENTATIONS AND WARRANTIES.

20.1 Borrower Representations and Warranties. As a further inducement for the City to enter into this Agreement, Borrower represents and warrants as follows:

(a) The execution, delivery and performance of the City Documents will not contravene or constitute a default under or result in a lien upon assets of Borrower under any applicable Law, any Charter Document of Borrower or any instrument binding upon or affecting Borrower, or any contract, agreement, judgment, order, decree or other instrument binding upon or affecting Borrower.

(b) When duly executed, the City Documents will constitute the legal, valid and binding obligations of Borrower. Borrower hereby waives any defense to the enforcement of the City Documents related to alleged invalidity of the City Documents.

(c) No action, suit or proceeding is pending or threatened that might affect Borrower or the Project adversely in any material respect.

(d) Borrower is not in default under any agreement to which it is a party, including any lease of real property.

(e) None of Borrower, Borrower's principals or Borrower's general contractor, if applicable, has been suspended or debarred by the Department of Industrial Relations or any Governmental Agency, nor has Borrower, any of its principals or its general contractor, if applicable, been suspended, disciplined or prohibited from contracting with the City or any Governmental Agency. Further, Borrower certifies that neither it nor any of its principals is listed by the General Services Administration as debarred, suspended, ineligible or voluntarily excluded from receiving the Funds on the Agreement Date. In addition, Borrower will review the list to ensure that any contractor or subcontractor who bids for a contract in excess of \$100,000 is not debarred, suspended, ineligible or voluntarily excluded from participating in federal programs and activities in addition to obtaining the certification of each contractor or subcontractor whose bid is accepted.

(f) All statements and representations made by Borrower in connection with the Loan remain true and correct as of the date of this Agreement.

(g) The Borrower is duly organized and in good standing under applicable laws of the State of California and is qualified to do business in the City and County of San Francisco.

ARTICLE 21 NOTICES.

21.1 Written Notice. All notices required by this Agreement will be made in writing and may be communicated by personal delivery, by a nationally recognized courier that obtains receipts, facsimile (if followed within one (1) business day by first class mail) or by United States certified mail, postage prepaid, return receipt requested. Delivery will be deemed complete as of the earlier of actual receipt (or refusal to accept proper delivery) or five (5) days after mailing, *provided that* any notice that is received after 5 p.m. on any day or on any weekend or holiday will be deemed to have been received on the next succeeding business day. Notices will be addressed as follows:

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

To Borrower: New Asia Housing L.P.
c/o CCDC
1525 Grant Avenue
San Francisco, CA 94133
Attn: Executive Director

or any other address a party designates from time to time by written notice sent to the other party in manner set forth in this Section.

21.2 Required Notices. Borrower agrees to provide notice to the City in accordance with **Section 21.1** of the occurrence of any change or circumstance that: (a) will have an adverse effect on the physical condition or intended use of the Project; (b) from and after the closing date of Borrower's financing for construction or rehabilitation of the Project, causes the Loan to be Out of Balance; or (c) will have a material adverse effect on Borrower's operation of the Property or ability to repay the Loan.

ARTICLE 22 GENERAL PROVISIONS.

22.1 Subordination. The Deed of Trust may be subordinated to other financing secured by and used for development of the Project (in each case, a "Senior Lien"), but only if MOHCD determines in its sole discretion that subordination is necessary to secure adequate acquisition, construction, and/or permanent financing to ensure the viability of the Project. Following review and approval by MOHCD and approval as to form by the City Attorney's Office, the Director of MOHCD or his/her successor or designee will be authorized to execute any approved subordination agreement without the necessity of any further action or approval. The Declaration of Restrictions will not be subordinated to any financing secured by and used for the Project.

22.2 No Third Party Beneficiaries. Nothing contained in this Agreement, nor any act of the City, may be interpreted or construed as creating the relationship of third party beneficiary, limited or general partnership, joint venture, employer and employee, or principal and agent between the City and Borrower or Borrower's agents, employees or contractors.

22.3 No Claims by Third Parties. Nothing contained in this Agreement creates or justifies any claim against the City by any person or entity with respect to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the Project. Borrower will include this requirement as a provision in any contracts for the development of the Project.

22.4 Entire Agreement. This Agreement and its Exhibits incorporate the terms of all agreements made by the City and Borrower with regard to the subject matter of this Agreement. No alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto. No oral understandings or agreements not incorporated herein will be binding on the City or Borrower.

22.5 City Obligations. The City's sole obligation under this Agreement is limited to providing the Funds as described in this Agreement, up to the Funding Amount. Under no circumstances, including breach of this Agreement, will the City be liable to Borrower for any special or consequential damages arising out of actions or failure to act by the City in connection with any of the City Documents.

22.6 Borrower Solely Responsible. Borrower is an independent contractor with the right to exercise full control of employment, direction, compensation and discharge of all persons assisting in the performance contemplated under this Agreement. Borrower is solely responsible for: (a) its own acts and those of its agents, employees and contractors and all matters relating to their performance, including compliance with Social Security, withholding and all other Laws governing these matters and requiring that contractors include in each contract that they will be solely responsible for similar matters relating to their employees; (b) any losses or damages incurred by Borrower, any of its contractors or subcontractors and the City and its officers, representatives, agents and employees on account of any act, error or omission of Borrower in the performance of this Agreement or any other City Document and the development and operation of the Project; and (c) all costs and expenses relating to Borrower's performance of obligations under the City Documents, the delivery to the City of documents, information or items under or in connection with any of the City Documents and taxes, fees, costs or other charges payable in connection with the execution, delivery, filing and/or recording of any City Document or document required under any City Document.

22.7 No Inconsistent Agreements. Borrower warrants that it has not executed and will not execute any other agreement(s) with provisions materially contradictory or in opposition to the provisions of this Agreement.

22.8 Inconsistencies in City Documents. In the event of any conflict between the terms of this Agreement and any other City Document, the terms of this Agreement control unless otherwise stated; *provided, however*, that any provision in this Agreement in conflict with any Law will be interpreted subject to that Law.

22.9 Governing Law; Venue. This Agreement is governed by California law and the City's Charter and Municipal Code without regard to its choice of law rules. Any legal suit, action, or proceeding arising out of or relating to this Agreement 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 Agreement 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.

22.10 Joint and Several Liability. If Borrower consists of more than one person or entity, each is jointly and severally liable to the City for the faithful performance of this Agreement.

22.11 Successors. Except as otherwise limited herein, the provisions of this Agreement bind and inure to the benefit of the undersigned parties and their heirs, executors, administrators, legal representatives, successors and assigns. This provision does not relieve Borrower of its obligation under the City Documents to obtain the City's prior written consent to any assignment or other transfer of Borrower's interests in the Loan, the Site or the ownership interests in Borrower.

22.12 Reserved.

22.13 Severability. The invalidity or unenforceability of any one or more provisions of this Agreement will in no way affect any other provision.

22.14 Time. Time is of the essence in this Agreement. Whenever the date on which an action will be performed falls on a Saturday, Sunday or federal holiday, the date for performance will be deemed to be the next succeeding business day.

22.15 Further Assurances. Borrower agrees to: (a) pursue in an effective and continuous manner; (b) use best efforts to achieve; and (c) take all actions reasonably required by the City from time to time to confirm or otherwise carry out the purpose of this Agreement.

22.16 Binding Covenants. The provisions of the City Documents constitute covenants running with the land and will be binding upon Borrower and Borrower's successors and assigns, and all parties having or acquiring any right, title or interest in whatever form, including leasehold interests (other than Tenants and approved commercial tenants), in or to any part of the Property, except that the same will terminate and become void automatically at the expiration of the Compliance Term of this Agreement. Any attempt to transfer any right, title or interest in the Property in violation of these covenants will be void.

22.17 Consent. Except as expressly provided otherwise, whenever consent or approval of a party is required in any City Document, that party agrees not to withhold or delay its consent or approval unreasonably.

22.18 Counterparts. This Agreement may be executed in any number of counterparts, all of which will constitute but one agreement.

22.19 Borrower's Personnel. The Project will be implemented only by competent personnel under the direction and supervision of Borrower.

22.20 Borrower's Board of Directors. Borrower, or the sole member of Borrower's manager or general partner, as applicable, will at all times be governed by a legally constituted and fiscally responsible board of directors. Such board of directors will meet regularly and maintain appropriate membership, as established in the bylaws and other governing documents of Borrower, Borrower's manager or Borrower's general partner, as applicable, and the sole members of Borrower's Manager or General Partner, as applicable, and will adhere to applicable provisions of federal, state and local laws governing nonprofit corporations. Such board of directors will exercise such oversight responsibility with regard to this Agreement as is necessary to ensure full and prompt performance by Borrower of its obligations under this Agreement.

22.21 Ownership of Results. Any interest of Borrower or any sub-borrower, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by or on behalf of Borrower or any sub-borrower in connection with this Agreement, the implementation of the Project, the services to be performed under this Agreement, or acquired through the use of any Loan proceeds (“Work Product”), is hereby pledged to City as security for Borrower’s obligations under this Agreement and the Note, and upon an Event of Default, will become the property of and be promptly transmitted by Borrower to the City. Notwithstanding the foregoing, Borrower may retain and use copies for reference and as documentation of its experience and capabilities.

This Agreement constitutes a security agreement under the California Uniform Commercial Code, as it may be amended from time to time, and Borrower authorizes City to file any financing statements City elects and deems necessary to perfect its security interest in the Work Product.

22.22 Works for Hire. If, in connection with this Agreement or the implementation of the Project, Borrower or any sub-borrower creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship or Publications, such creations will be works for hire as defined under Title 17 of the United States Code, and all copyrights in such creations will be the property of the City. If it is ever determined that any such creations are not works for hire under applicable law, Borrower hereby assigns all copyrights thereto to the City, and agrees to provide any material, execute such documents and take such other actions as may be necessary or desirable to effect such assignment. With the prior written approval of the City, Borrower may retain and use copies of such creations for reference and as documentation of its experience and capabilities. Borrower will obtain all releases, assignments or other agreements from sub-borrowers or other persons or entities implementing the Project to ensure that the City obtains the rights set forth in this Section.

22.23 Exhibits. The following exhibits are attached to this Agreement and incorporated by reference:

EXHIBITS

A	Schedules of Income and Rent Restrictions
B-1	Table of Sources and Uses of Funds
B-2	Annual Operating Budget
B-3	20-Year Cash Flow Proforma
C	Form of Tenant Income Certification
D	First Source Hiring Requirements and Numerical Goals
E	Governmental Requirements
F	Lobbying/Debarment Certification Form
G	Form of Annual Monitoring Report
H	Tenant Selection Plan Policy
I	MOHCD Tenant Screening Criteria Policy
J	Developer Fee Policy
K	Hold Harmless Policy
L	Insurance Requirements
M	Form of Deed of Trust
N	Form of Declaration of Restrictions
O	MOHCD Commercial Underwriting Guidelines
P	MOHCD Residual Receipts Policy

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at San Francisco, California as of the date first written above.

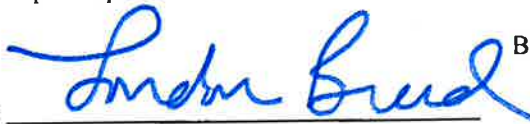
THE CITY:

BORROWER:

CITY AND COUNTY OF SAN FRANCISCO, a
municipal corporation

NEW ASIA HOUSING, L.P.,
A California limited partnership

By:



London N. Breed
Mayor

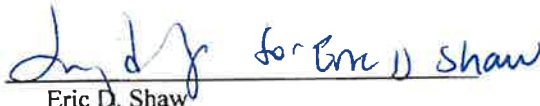
By:

New Asia Housing LLC,
a California limited liability
corporation

Its:

General Partner

By:



Eric D. Shaw
Director, Mayor's Office of Housing
and Community Development

By: Chinatown Community Development
Center, a California nonprofit public
benefit corporation

Its: Sole Member/Manager

By:

Malcolm Yeung
Executive Director

APPROVED AS TO FORM:

DAVID CHIU,
City Attorney

By:

DocuSigned by:



C2A810107182428

Deputy City Attorney

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at San Francisco, California as of the date first written above.

THE CITY:

CITY AND COUNTY OF SAN FRANCISCO, a
municipal corporation

By: _____
London N. Breed
Mayor

By: _____
Eric D. Shaw
Director, Mayor's Office of Housing
and Community Development

APPROVED AS TO FORM:

DAVID CHIU,
City Attorney

By: _____
Deputy City Attorney

BORROWER:

NEW ASIA HOUSING, L.P.,
A California limited partnership

By: New Asia Housing LLC.
a California limited liability
corporation
Its: General Partner

By: Chinatown Community Development
Center, a California nonprofit public
benefit corporation
Its: Sole Member/Manager

By: _____
Malcolm Yeung
Executive Director

EXHIBIT A
Schedules of Income and Rent Restrictions

1. Income and Rent Restrictions. Maximum rent is 30% of maximum income level. As used in this Agreement, the term “Qualified Tenant” includes each category of Tenant included below, provided that the unit mix for the Project shown below remains subject to adjustment and change approved by MOHCD:

Unit Size	No. of Units	Maximum Income Level	Rental Subsidy
0 BD – Studio	20	50% of Median Income	LOSP
0 BD – Studio (Plus Housing)	5	50% of Median Income	
0 BD - Studio	26	60% of Median Income	SOS
0 BD - Studio	14	60% of Median Income	
0 BD - Studio	1	Unrestricted	
Total 0-BD - Studios	66		
1 Bedroom	8	60% of Median Income	SOS
1 Bedroom	12	60% of Median Income	
Total 1-Bedrooms	20		

All Units will be rented at all times to tenants who are seniors.

20 Units will be made available to the chronically homeless or those at risk of homelessness during the period in which the City’s Local Operating Subsidy program is in operation and the City provides such subsidy to the Project under the LOSP Agreement.

34 Units will be made available to the seniors with a maximum income of 15% and 25% of Median Income during the period in which the City’s Senior Operating Subsidy program is available.

If the LOSP and/or SOS is terminated, discontinued, or reduced at no fault of Borrower with respect to the Project, then the rent restrictions above may be altered but only to the extent necessary for the Project to remain financially feasible, as determined in City’s reasonable discretion; provided that:

(a) Borrower diligently pursues an additional or alternative source of income or subsidy acceptable to the City to replace the rental subsidies.

(b) One hundred percent (100%) of the Units formerly assisted under the LOSP and/or SOS will at all times be occupied by Qualified Tenants whose Adjusted Income does not exceed fifty percent (50%) of Median Income and the monthly rent paid by the Qualified Tenants may not exceed (a) thirty percent (30%) of sixty percent (50%) of Median Income, (b) less utility allowance. The maximum initial occupancy income level restrictions when averaged for all Residential Units in the Project may not exceed sixty percent (60%) of Median Income and subject to any applicable regulatory agreement, restrictive covenant, or other encumbrance. To the extent financially feasible, as mutually determined by the Parties, any such rent increase will be limited to (or will be first implemented with) any vacant units.

2. Rent and Utilities. The total amount for rent and utilities (with the maximum allowance for utilities determined by the San Francisco Housing Authority) charged to a Qualified Tenant may not exceed the greater of:

(i) thirty percent (30%) of the applicable maximum income level, adjusted for household size; or

(ii) the tenant paid portion of the contract rent as determined by the San Francisco Housing Authority for Qualified Tenants holding Section 8 vouchers or certificates.

Rents may be increased as permitted pursuant to Section 7.3 of the Agreement.

EXHIBIT B-1
Table of Sources and Uses of Funds

Application Date:
Project Name:
Project Address:
Project Sponsor:

7/18/22
New Asia Housing
772 Pacific Ave
Chinatown Community Development Center

Units: 86
Bedrooms:
Beds:

LOSP Project

Don't forget to fill in D135:D138!

SOURCES	4,100,000	-	-	-	-	-	-	Total Sources	Comments
Name of Sources:	MOHCD/OCII								

USES

ACQUISITION

Acquisition cost or value								0	
Legal / Closing costs / Broker's Fee								0	
Holding Costs								0	
Transfer Tax								0	
TOTAL ACQUISITION	0	0	0	0	0	0	0	0	

CONSTRUCTION (HARD COSTS)

Unit Construction/Rehab	1,206,079							1,206,079	To explore design build feasibility with GC; no demo included	
Commercial Shell Construction								0		
Demolition								0		
Environmental Remediation								0		
Onsight Improvements/Landscaping								0		
Offsite Improvements								0		
Infrastructure Improvements								0	HOPE SF/OCII costs for streets etc.	
Parking								0		
GC Bond Premium/GC Insurance/GC Taxes								0		0.0%
GC Overhead & Profit								0		0.0%
CG General Conditions								0		0.0%
Sub-total Construction Costs	1,206,079	0	0	0	0	0	0	1,206,079		
Design Contingency (remove at DD)								0	5% up to \$30MM HC, 4% \$30-\$45MM, 3% \$45MM+	0.0%
Bid Contingency (remove at bid)								0	5% up to \$30MM HC, 4% \$30-\$45MM, 3% \$45MM+	0.0%
Plan Check Contingency (remove/reduce during Plan Review)								0	4% up to \$30MM HC, 3% \$30-\$45MM, 2% \$45MM+	0.0%
Hard Cost Construction Contingency								0	5% new construction / 15% rehab	0.0%
Sub-total Construction Contingencies	0	0	0	0	0	0	0	0		
TOTAL CONSTRUCTION COSTS	1,206,079	0	0	0	0	0	0	1,206,079		

SOFT COSTS

Architecture & Design

Architect design fees	1,089,125							1,089,125	\$300k - schematic design; \$500k - design development, \$289,125 - construction documents	
Design Subconsultants to the Architect (incl. Fees)								0		
Architect Construction Admin								0		
Reimbursables								0		
Additional Services								0		
Sub-total Architect Contract	1,089,125	0	0	0	0	0	0	1,089,125		
Other Third Party design consultants (not included under Architect contract)	112,000							112,000	\$40k - Civil Engineer, \$40k - Structural Engineer - \$32k Geotech	
Total Architecture & Design	1,201,125	0	0	0	0	0	0	1,201,125		

Engineering & Environmental Studies

Survey	18,000							18,000		
Geotechnical studies								0		
Phase I & II Reports	50,000							50,000	1269125	
CEQA / Environmental Review consultants								0		
NEPA / 106 Review								0		
CNA/PNA (rehab only)								0		
Other environmental consultants								0	Name consultants & contract amounts	
Total Engineering & Environmental Studies	68,000	0	0	0	0	0	0	68,000		

Financing Costs

Construction Financing Costs

Construction Loan Origination Fee								0		
Construction Loan Interest								0		
Title & Recording								0		
CDLAC & CDIAC fees								0		
Bond Issuer Fees								0		
Other Bond Cost of Issuance								0		
Other Lender Costs (specify)								0		
Sub-total Const. Financing Costs	0	0	0	0	0	0	0	0		

Permanent Financing Costs

Permanent Loan Origination Fee								0		
Credit Enhance. & Appl. Fee								0		
Title & Recording								0		
Sub-total Perm. Financing Costs	0	0	0	0	0	0	0	0		
Total Financing Costs	0	0	0	0	0	0	0	0		

Legal Costs

Borrower Legal fees	15,000							15,000		
Land Use / CEQA Attorney fees								0		
Tax Credit Counsel	50,000							50,000		
Bond Counsel								0		
Construction Lender Counsel								0		
Permanent Lender Counsel								0		
MOHCD Financial Advisor	6,500							6,500	CDLAC app deposit to MOHCD financial advisor	
Total Legal Costs	71,500	0	0	0	0	0	0	71,500		

Other Development Costs

Appraisal	7,000							7,000		
Market Study	10,000							10,000		
* Insurance								0		
* Property Taxes								0		
* Accounting / Audit								0		
* Organizational Costs	20,000							20,000		
* Entitlement / Permit Fees	180,169							180,169	15% of predev design expenses	
* Marketing / Rent-up								0		
* Furnishings								0	\$2,000/unit; See MOHCD U/JW Guidelines: http://sfmohcd.org/documents-reports-and-forms	
* PGE / Utility Fees	300,000							300,000	PG&E temporary power fees	
* TCAC App / Alloc / Monitor Fees	34,152							34,152		
* Financial Consultant fees	85,000							85,000		
* Construction Management fees / Owner's Rep	126,000							126,000	\$3,500/mo for 36 months	
* Security during Construction								0		
* Relocation	50,000							50,000	CDLAC/TCAC app relocation plan	
Other (specify)								0		
Other (specify)								0		
Other (specify)								0		
Total Other Development Costs	812,321	0	0	0	0	0	0	812,321		

Soft Cost Contingency

Contingency (Arch, Eng, Fin, Legal & Other Dev)	190,975	0	0	0	0	0	0	190,975	Should be either 10% or 5% of total soft costs.	8.9%
TOTAL SOFT COSTS	2,343,921	0	0	0	0	0	0	2,343,921		

RESERVES

* Operating Reserves								0		
* Replacement Reserves								0		
* Tenant Improvements Reserves								0		
Other (specify)								0		
Other (specify)								0		
Other (specify)								0		
TOTAL RESERVES	0	0	0	0	0	0	0	0		

DEVELOPER COSTS

Developer Fee - Cash-out Paid at Milestones	550,000							550,000	MOHCD maximum during predevelopment	
Developer Fee - Cash-out At Risk								0		
Commercial Developer Fee								0		
Developer Fee - GP Equity (also show as source)								0		
Developer Fee - Deferred (also show as source)								0		
Development Consultant Fees								0	Need MOHCD approval for this cost, N/A for most projects	
Other (specify)								0		
TOTAL DEVELOPER COSTS	550,000	0	0	0	0	0	0	550,000		

TOTAL DEVELOPMENT COST

	4,100,000	0	0	0	0	0	0	4,100,000		
Development Cost/Unit by Source	47,674	0	0	0	0	0	0	47,674		
Development Cost/Unit as % of TDC by Source	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%		

Acquisition Cost/Unit by Source

0	0	0	0	0	0	0	0		

Construction Cost (inc Const Contingency)/Unit By Source

14,024	0	0	0	0	0	0	14,024		

Construction Cost (inc Const Contingency)/SF

22.21	0.00	0.00	0.00	0.00	0.00	0.00	22.21		

*Possible non-eligible GO Bond/COP Amount:

1,361,079

City Subsidy/Unit

47,674

Tax Credit Equity Pricing:

	Fill in with value or 'N/A' if not applicable.

Construction Bond Amount:

	Fill in with value or 'N/A' if not applicable.

Construction Loan Term (in months):

	Fill in with value or 'N/A' if not applicable.

Construction Loan Interest Rate (as %):

	Fill in with value or 'N/A' if not applicable.

EXHIBIT B-2
Annual Operating Budget

Application Date:
Total # Units:
First Year of Operations (provide data assuming that Year 1 is a full year, i.e. 12 months of operations):

7/18/2022
86
2026

LOSP Units
20

Non-LOSP Units
66

LOSP/non-LOSP Allocation
23%77%

Project Name:
Project Address:
Project Sponsor:

New Asia Housing
772 Pacific Ave
Chinatown Community Development Center
Correct errors noted in Col N!

INCOME	LOSP	non-LOSP	Total	Comments	
Residential - Tenant Rents	42,000	689,856	731,856	Links from 'New Proj - Rent & Unit Mix' Worksheet	Alternative LOSP Split
Residential - Tenant Assistance Payments (Non-LOSP)	87,382	292,538	379,920	Links from 'New Proj - Rent & Unit Mix' Worksheet	Residential - Tenant Assistance Payments (Non-LOSP)
Residential - LOSP Tenant Assistance Payments	287,790		287,790		
Commercial Space			0	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 0%	
Residential Parking	0	0	0	Links from 'Utilities & Other Income' Worksheet	
Miscellaneous Rent Income	0	0	0	Links from 'Utilities & Other Income' Worksheet	Alternative LOSP Split
Supportive Services Income	0	0			Supportive Services Income
Interest Income - Project Operations	0	0	0	Links from 'Utilities & Other Income' Worksheet	
Laundry and Vending	1,444	4,833	6,276	Links from 'Utilities & Other Income' Worksheet	Projected LOSP Split
Tenant Charges	0	0	0	Links from 'Utilities & Other Income' Worksheet	Tenant Charges
Miscellaneous Residential Income	0	0	0	Links from 'Utilities & Other Income' Worksheet	
Other Commercial Income			0	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 0%	Alternative LOSP Split
Withdrawal from Capitalized Reserve (deposit to operating account)	0	0			Withdrawal from Capitalized Reserve (deposit to operating account)
Gross Potential Income	418,615	987,227	1,405,842		
Vacancy Loss - Residential - Tenant Rents	(2,100)	(34,493)	(36,593)	Vacancy loss is 5% of Tenant Rents.	
Vacancy Loss - Residential - Tenant Assistance Payments	(4,369)	(14,627)	(18,996)	Vacancy loss is 5% of Tenant Assistance Payments.	
Vacancy Loss - Commercial			0	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 0%	
EFFECTIVE GROSS INCOME	412,146	938,107	1,350,253	PUPA: 15,701	
OPERATING EXPENSES					
Management					Alternative LOSP Split
Management Fee	16,140	54,036	70,176	\$68 PUPM; 1st Year to be set according to HUD schedule.	Management Fee
Asset Management Fee	4,674	15,646	20,320	\$19.69 PUPM	Asset Management Fee
Sub-total Management Expenses	20,814	69,682	90,496	PUPA: 1,052	
Salaries/Benefits					Alternative LOSP Split
Office Salaries	155,221	51,740	206,961	3.6 FTE front desk clerk, 1.0 FTE APM; 75% of LOSP	Office Salaries
Manager's Salary	16,692	55,881	72,573		Manager's Salary
Health Insurance and Other Benefits	19,383	64,892	84,275	68	Health Insurance and Other Benefits
Other Salaries/Benefits	1,551	5,191	6,742	403b Employer Contribution	Other Salaries/Benefits
Administrative Rent-Free Unit	2,978	9,970	12,948		Administrative Rent-Free Unit
Sub-total Salaries/Benefits	195,824	187,675	383,499	PUPA: 4,459	
Administration					
Advertising and Marketing	0	0			
Office Expenses	8,055	26,965	35,020	Office Supplies + Computer Services + Telephone	
Office Rent	851	2,849	3,700	Other Rent Expense: application fees and copier expenses	Projected LOSP Split
Legal Expense - Property	1,159	3,881	5,040	Legal Expense +	Legal Expense - Property
Audit Expense	2,657	8,897	11,554		
Bookkeeping/Accounting Services	2,255	7,549	9,804	\$9.50 PUPM	Projected LOSP Split
Bad Debts	459	1,538	1,997		Bad Debts
Miscellaneous	3,003	10,054	13,057		
Sub-total Administration Expenses	18,440	61,732	80,172	PUPA: 932	
Utilities					Projected LOSP Split
Electricity	11,927	39,931	51,858	All electric building - electricity + gas	Electricity
Water	9,089	30,430	39,519		
Gas	0	0			
Sewer	13,947	46,693	60,640		
Sub-total Utilities	34,964	117,053	152,017	PUPA: 1,768	
Taxes and Licenses					Alternative LOSP Split
Real Estate Taxes	1,182	3,957	5,139		Real Estate Taxes
Payroll Taxes	5,931	19,857	25,788		Payroll Taxes
Miscellaneous Taxes, Licenses and Permits	1,247	4,175	5,422		
Sub-total Taxes and Licenses	8,360	27,989	36,349	PUPA: 423	
Insurance					
Property and Liability Insurance	17,551	58,757	76,308		
Fidelity Bond Insurance	0	0			Alternative LOSP Split
Worker's Compensation	3,047	10,201	13,248		Worker's Compensation
Director's & Officers' Liability Insurance	0	0			
Sub-total Insurance	20,598	68,958	89,556	PUPA: 1,041	
Maintenance & Repair					Alternative LOSP Split
Payroll	13,240	44,324	57,564	Repairs Payroll +	Payroll
Supplies	4,214	14,106	18,320	Janitor/Cleaning Supplies + Repairs Supplies + Decorating Supplies	Supplies
Contracts	25,298	84,694	109,992	Janitor/Cleaning Contract + Exterminating Contract + Grounds Contract + Repairs Contract +	Contracts
Garbage and Trash Removal	6,729	22,528	29,257		Alternative LOSP Split
Security Payroll/Contract	2,584	8,649	11,233		Security Payroll/Contract
HVAC Repairs and Maintenance	0	0			
Vehicle and Maintenance Equipment Operation and Repairs	0	0			
Miscellaneous Operating and Maintenance Expenses	21	70	91		
Sub-total Maintenance & Repair Expenses	52,085	174,372	226,457	PUPA: 2,633	
Supportive Services	24,951	83,530	108,481	Tenant Services + Tenant Activities	Alternative LOSP Split
Commercial Expenses			0	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 0%	Supportive Services
TOTAL OPERATING EXPENSES	376,036	790,991	1,167,027	PUPA: 13,570	
Reserves/Ground Lease Base Rent/Bond Fees					
Ground Lease Base Rent	3,450	11,550	15,000	Ground lease with MOHCD	Provide additional comments here, if needed.
Bond Monitoring Fee	575	1,925	2,500		Alternative LOSP Split
Replacement Reserve Deposit	9,890	33,110	43,000	\$500 PUPY per 2017 UMRS	Replacement Reserve Deposit
Operating Reserve Deposit	0	0		1,184,527	Operating Reserve Deposit
Other Required Reserve 1 Deposit	0	0			Other Required Reserve 1 Deposit
Other Required Reserve 2 Deposit	0	0		1,311,527	
Required Reserve Deposits/ Commercial			0	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 0%	
Sub-total Reserves/Ground Lease Base Rent/Bond Fees	13,915	46,585	60,500	PUPA: 703	
TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees)	389,951	837,576	1,227,527	PUPA: 14,274	
NET OPERATING INCOME (INCOME minus OP EXPENSES)	22,195	100,531	122,726	PUPA: 1,427	
DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loans)					
Hard Debt - First Lender	0	0	0		Alternative LOSP Split
Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Lender)	19,320	64,680	84,000	MHP	Hard Debt - First Lender
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)	0	0	0		Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Lender)
Hard Debt - Fourth Lender	0	0	0		Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)
Commercial Hard Debt Service			0	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 0%	Hard Debt - Fourth Lender
TOTAL HARD DEBT SERVICE	19,320	64,680	84,000	PUPA: 977	
CASH FLOW (NOI minus DEBT SERVICE)	2,875	35,851	38,726		
Commercial Only Cash Flow			0		
Allocation of Commercial Surplus to LOSP/non-LOSP (residual income)	0	0			Allocation of Commercial Surplus to LOSP/non-LOSP (residual income)
AVAILABLE CASH FLOW	2,875	35,851	38,726		
USES OF CASH FLOW BELOW (This row also shows DSCR.)			1.46		
USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL					
"Below-the-line" Asset Mgt fee (uncommon in new projects, see policy)	0	0			
Partnership Management Fee (see policy for limits)	1,725	5,775	7,500		
Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits)	1,150	3,850	5,000		Alternative LOSP Split
Other Payments	0	0			Other Payments
Non-amortizing Loan Pmnt - Lender 1 (select lender in comments field)	0	0			Non-amortizing Loan Pmnt - Lender 1 (select lender in comments field)
Non-amortizing Loan Pmnt - Lender 2 (select lender in comments field)	0	0			Provide additional comments here, if needed.
Deferred Developer Fee (Enter amt <= Max Fee from cell I130)	0	13,113	13,113	Def. Develop. Fee split: 50%	Provide additional comments here, if needed.
TOTAL PAYMENTS PRECEDING MOHCD	2,875	22,738	25,613	PUPA: 298	
RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD)	0	13,113	13,113		
Residual Receipts Calculation					
Does Project have a MOHCD Residual Receipt Obligation?	Yes		Project has MOHCD ground lease?	Yes	
Will Project Defer Developer Fee?	Yes				
Max Deferred Developer Fee/Borrower % of Residual Receipts in Yr 1:	50%		Max Deferred Developer Fee Amt (Use for data entry above. Do not link.):	13,113	Sum of DD F from LOSP and non-LOSP:
% of Residual Receipts available for distribution to soft debt lenders in	50%				Ratio of Sum of DDF and calculated 50%:
Soft Debt Lenders with Residual Receipts Obligations					
MOHCD/OCII - Soft Debt Loans					Distrib. of Soft Debt Loans
MOHCD/OCII - Ground Lease Value or Land Acq Cost				All MOHCD/OCII Loans payable from res. rects	\$25,176,18255.54%
HCD (soft debt loan) - Lender 3				Ground Lease Value	\$150,0000.33%
Other Soft Debt Lender - Lender 4				MHP	\$20,000,00044.12%
Other Soft Debt Lender - Lender 5					0.00%
MOHCD RESIDUAL RECEIPTS DEBT SERVICE					
MOHCD Residual Receipts Amount Due		7,327	7,327	50% of residual receipts, multiplied by 55.88% -- MOHCD's pro rata share of all soft debt	
Proposed MOHCD Residual Receipts Amount to Loan Repayment		7,327	7,327	Enter/override amount of residual receipts proposed for loan repayment.	
Proposed MOHCD Residual Receipts Amount to Residual Ground Lease		0	0	If applicable, MOHCD residual receipts amt due LESS amt proposed for loan repymt.	
REMAINING BALANCE AFTER MOHCD RESIDUAL RECEIPTS DEBT SERVICE			5,786		
NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE					
HCD Residual Receipts Amount Due			5,786	50% of residual receipts, multiplied by 44.12% -- MHP's pro rata share of all soft debt	
Lender 4 Residual Receipts Due			0		
Lender 5 Residual Receipts Due			0		
Total Non-MOHCD Residual Receipts Debt Service			5,786		
REMAINDER (Should be zero unless there are distributions below)			0		
Owner Distributions/Incentive Management Fee			0		
Other Distributions/Uses			0		
Final Balance (should be zero)			0		

Application Date:	7/18/2022
Total # Units:	86
First Year of Operations (provide data assuming that Year 1 is a full year, i.e. 12 months of operations):	2026

INCOME			
Residential - Tenant Rents		non-LOSP	Approved By (reqd)
Residential - Tenant Assistance Payments (Non-LOSP)	non-LOSP		
Residential - LOSP Tenant Assistance Payments			
Commercial Space			
Residential Parking			
Miscellaneous Rent Income	LOSP	non-LOSP	Approved By (reqd)
Supportive Services Income			
Interest Income - Project Operations			
Laundry and Vending	LOSP	non-LOSP	(only acceptable if LOSP-specific expenses are being tracked at entry level in the project's accounting system)
Tenant Charges			
Miscellaneous Residential Income			
Other Commercial Income	LOSP	non-LOSP	Approved By (reqd)
Withdrawal from Capitalized Reserve (deposit to operating account)	to operating account)		
Gross Potential Income			
Vacancy Loss - Residential - Tenant Rents			
Vacancy Loss - Residential - Tenant Assistance Payments			
Vacancy Loss - Commercial			
EFFECTIVE GROSS INCOME			

OPERATING EXPENSES			
Management	LOSP	non-LOSP	Approved By (reqd)
Management Fee			
Asset Management Fee			
Sub-total Management Expenses			
Salaries/Benefits	LOSP	non-LOSP	Approved By (reqd)
Office Salaries	75.00%	25.00%	
Manager's Salary			
Health Insurance and Other Benefits			
Other Salaries/Benefits			
Administrative Rent-Free Unit			

Administration			
Advertising and Marketing			
Office Expenses			
Office Rent			
Legal Expense - Property	LOSP	non-LOSP	(only acceptable if LOSP-specific expenses are being tracked at entry level in the project's accounting system)
Audit Expense	23.00%	77.00%	
Bookkeeping/Accounting Services	LOSP	non-LOSP	(only acceptable if LOSP-specific expenses are being tracked at entry level in the project's accounting system)
Bad Debts	23.00%	77.00%	
Miscellaneous			
Subtotal Administration Expenses			

Utilities	LOSP	non-LOSP	(only acceptable if LOSP-specific expenses are being tracked at entry level in the project's accounting system)
Electricity	23.00%	77.00%	
Water			
Gas			
Sewer			
Sub Total Utilities			

Taxes and Licenses	LOSP	non-LOSP	Approved By (reqd)
Real Estate Taxes			
Payroll Taxes			
Miscellaneous Taxes, Licenses and Permits			
Sub-total Taxes and Licenses			

Insurance			
Property and Liability Insurance			
Fidelity Bond Insurance	LOSP	non-LOSP	Approved By (reqd)
Worker's Compensation			
Director's & Officers' Liability Insurance			
Sub-total Insurance			

Maintenance & Repair	LOSP	non-LOSP	Approved By (reqd)
Payroll			
Supplies	23.00%	77.00%	(LOSP-specific expenses must be tracked at entry level in project's
Contracts			
Garbage and Trash Removal	LOSP	non-LOSP	Approved By (reqd)
Security Payroll/Contract			
HVAC Repairs and Maintenance			
Vehicle and Maintenance Equipment Operation and Repairs			
Miscellaneous Operating and Maintenance Expenses			

	LOSP	non-LOSP	Approved By (reqd)
Supportive Services			
Commercial Expenses			

TOTAL OPERATING EXPENSES

Reserves/Ground Lease Base Rent/Bond Fees			
Ground Lease Base Rent			
Bond Monitoring Fee	LOSP	non-LOSP	Approved By (reqd)
Replacement Reserve Deposit			
Operating Reserve Deposit			
Other Required Reserve 1 Deposit			
Other Required Reserve 2 Deposit			
Required Reserve Deposit/s, Commercial			
Sub-total Reserves/Ground Lease Base Rent/Bond Fees			

TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees)

NET OPERATING INCOME (INCOME minus OP EXPENSES)

DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loans)	LOSP	non-LOSP	Approved By (reqd)
Hard Debt - First Lender	0.00%	100.00%	
Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Lender 42% pymt, or other 2nd Lender 42% pymt)	42% pymt, or other 2nd Lender 42% pymt, or other 2nd Lender 42% pymt		
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender 42% pymt, or other 3rd Lender 42% pymt)	42% pymt, or other 3rd Lender 42% pymt, or other 3rd Lender 42% pymt		
Hard Debt - Fourth Lender			
Commercial Hard Debt Service			

CASH FLOW (NOI minus DEBT SERVICE)

Commercial Only Cash Flow			
Allocation of Commercial Surplus to LOPS/non-LOSP (residual income)	n-LOSP (residual income)		

AVAILABLE CASH FLOW

USES OF CASH FLOW BELOW (This row also shows DSCR.)

USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL

"Below-the-line" Asset Mgt fee (uncommon in new projects, see policy)			
Partnership Management Fee (see policy for limits)			
Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits)	LOSP	non-LOSP	Approved By (reqd)
Other Payments			
Non-amortizing Loan Pmnt - Lender 1 (select lender in comments field)	lender in comments field		
Non-amortizing Loan Pmnt - Lender 2 (select lender in comments field)			
Deferred Developer Fee (Enter amt <= Max Fee from cell 1130)	0.00%	100.00%	

TOTAL PAYMENTS PRECED

Residual Receipts Calculation

Does Project have a MOHCD Residual Receipt Obligation?

Will Project Defer Developer Fee?

Max Deferred Developer Fee/Borrower % of Residual Receipts in Yr 1:

% of Residual Receipts available for distribution to soft debt lenders in	1.000010535

Soft Debt Lenders with Residual Receipts Obligations
MOHCD/OCII - Soft Debt Loans
MOHCD/OCII - Ground Lease Value or Land Acq Cost
HCD (soft debt loan) - Lender 3
Other Soft Debt Lender - Lender 4
Other Soft Debt Lender - Lender 5

MOHCD RESIDUAL RECEIPTS DEBT SERVICE

MOHCD Residual Receipts Amount Due
Proposed MOHCD Residual Receipts Amount to Loan Repayment
Proposed MOHCD Residual Receipts Amount to Residual Ground Lease

REMAINING BALANCE AFTER MOHCD RESIDUAL RECEIPTS

NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE

HCD Residual Receipts Amount Due
Lender 4 Residual Receipts Due
Lender 5 Residual Receipts Due

REMAINDER (Should be zero unless there are distributions below)

Owner Distributions/Incentive Management Fee
Other Distributions/Uses

Final Balance (should be zero)

EXHIBIT B-3
20-Year Cash Flow Proforma

New Asia Housing

INCOME	Total # Units:	86	LOSP Units		Non-LOSP Units																	
			20	66	Year 1			Year 2			Year 3			Year 4			Year 5			Year 6		
			23.00%	77.00%	2026			2027			2028			2029			2030			2031		
			% annual inc LOSP	% annual increase	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	
			Developer Fee Remaining Balance			136,887			123,907			111,119			98,585			86,371				

New Asia Housing

Total # Units: 86	LOSP Units		Non-LOSP Units																		
	20	66	Year 7 2032				Year 8 2033			Year 9 2034			Year 10 2035			Year 11 2036					
	23.00%	77.00%																			
INCOME	% annual inc LOSP	% annual increase	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP		
Residential - Tenant Rents	1.0%	2.5%	824,651	44,584	800,021	844,605	45,030	820,022	865,052	45,480	840,523	886,003	45,935	861,536	907,470	46,394	883,074	929,468	46,858		
Residential - Tenant Assistance Payments (Non-LOSP)	n/a	4.0%	462,231	110,566	370,154	480,720	114,988	384,961	499,949	119,588	400,359	519,947	124,371	416,373	540,745	129,346	433,028	562,374	134,520		
Residential - LOSP Tenant Assistance Payments	n/a	n/a	338,481	349,684	-	349,684	361,269	-	361,269	372,101	-	372,101	385,641	-	385,641	398,453	-	398,453	411,701		
Commercial Space	n/a	2.5%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Other Income			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Gross Potential Income			1,632,464	506,507	1,175,780	1,682,287	523,003	1,210,727	1,733,730	538,928	1,246,770	1,785,697	557,750	1,283,944	1,841,694	576,041	1,322,289	1,898,330	594,973		
Vacancy Loss - Residential - Tenant Rents	n/a	n/a	(41,233)	(2,229)	(40,001)	(42,230)	(2,251)	(41,001)	(43,253)	(2,274)	(42,026)	(44,300)	(2,297)	(43,077)	(45,374)	(2,320)	(44,154)	(46,473)	(2,343)		
Vacancy Loss - Residential - Tenant Assistance Payments	n/a	n/a	(23,112)	(5,528)	(18,508)	(24,036)	(5,749)	(19,248)	(24,997)	(5,979)	(20,018)	(25,997)	(6,219)	(20,819)	(27,037)	(6,467)	(21,651)	(28,119)	(6,726)		
Vacancy Loss - Commercial	n/a	n/a	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
EFFECTIVE GROSS INCOME			1,568,119	498,750	1,117,272	1,616,021	515,002	1,150,478	1,665,480	530,674	1,184,726	1,715,400	549,234	1,220,049	1,769,283	567,254	1,256,483	1,823,738	585,905		
OPERATING EXPENSES																					
Management	3.5%	3.5%	107,481	25,586	85,657	111,243	26,481	88,655	115,136	27,408	91,758	119,166	28,367	94,969	123,337	29,360	98,293	127,654	30,388		
Salaries/Benefits	3.5%	3.5%	455,477	240,718	230,700	471,418	249,143	238,774	487,918	257,863	247,131	504,995	266,889	255,781	522,670	276,230	264,733	540,963	285,898		
Administration	3.5%	3.5%	95,219	22,667	75,885	98,552	23,460	78,541	102,001	24,281	81,290	105,571	25,131	84,135	109,266	26,011	87,080	113,091	26,921		
Utilities	3.5%	3.5%	180,549	42,980	143,888	186,868	44,484	148,924	193,408	46,041	154,137	200,177	47,652	159,531	207,184	49,320	165,115	214,435	51,046		
Taxes and Licenses	3.5%	3.5%	43,171	10,277	34,405	44,682	10,637	35,609	46,246	11,009	36,856	47,865	11,394	38,146	49,540	11,793	39,481	51,274	12,206		
Insurance	3.5%	3.5%	106,364	25,320	84,767	110,087	26,206	87,734	113,940	27,123	90,805	117,928	28,073	93,983	122,056	29,055	97,272	128,328	30,072		
Maintenance & Repair	3.5%	3.5%	268,960	64,026	214,348	278,373	66,267	221,850	288,117	68,586	229,614	298,201	70,987	237,651	308,638	73,471	245,969	319,440	76,043		
Supportive Services	3.5%	3.5%	128,841	30,671	102,680	133,351	31,744	106,274	138,018	32,855	109,994	142,849	34,005	113,843	147,848	35,195	117,828	153,023	36,427		
Commercial Expenses			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
TOTAL OPERATING EXPENSES			1,386,062	462,244	972,330	1,434,574	478,423	1,006,362	1,484,784	495,168	1,041,584	1,536,752	512,498	1,078,040	1,590,538	530,436	1,115,771	1,646,207	549,001		
PUPA (w/o Reserves/GL Base Rent/Bond Fees)																					
Reserves/Ground Lease Base Rent/Bond Fees																					
Ground Lease Base Rent			15,000	3450	11550	15,000	3450	11550	15,000	3450	11550	15,000	3450	11550	15,000	3450	11550	15,000	3450		
Bond Monitoring Fee			2,500	575	1925	2,500	575	1925	2,500	575	1925	2,500	575	1925	2,500	575	1925	2,500	575		
Replacement Reserve Deposit			43,000	9890	33110	43,000	9890	33110	43,000	9890	33110	43,000	9890	33110	43,000	9890	33110	43,000	9890		
Operating Reserve Deposit			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Other Required Reserve 1 Deposit			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Other Required Reserve 2 Deposit			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Required Reserve Deposit/s, Commercial			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Sub-total Reserves/Ground Lease Base Rent/Bond Fees			60,500	13,915	46,585	60,500	13,915	46,585	60,500	13,915	46,585	60,500	13,915	46,585	60,500	13,915	46,585	60,500	13,915		
TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees)			1,446,562	476,159	1,018,915	1,495,074	492,338	1,052,947	1,545,284	509,083	1,088,169	1,597,252	526,413	1,124,625	1,651,038	544,351	1,162,356	1,706,707	562,916		
PUPA (w/ Reserves/GL Base Rent/Bond Fees)																					
NET OPERATING INCOME (INCOME minus OP EXPENSES)			121,557	22,590	98,356	120,947	22,665	97,531	120,196	21,592	96,556	118,148	22,821	95,424	118,245	22,903	94,127	117,031	22,988		
DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loans)																					
Hard Debt - First Lender			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Lender)			84,000	19,320	64,680	84,000	19,320	64,680	84,000	19,320	64,680	84,000	19,320	64,680	84,000	19,320	64,680	84,000	19,320		
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Hard Debt - Fourth Lender			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Commercial Hard Debt Service			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
TOTAL HARD DEBT SERVICE			84,000	19,320	64,680	84,000	19,320	64,680	84,000	19,320	64,680	84,000	19,320	64,680	84,000	19,320	64,680	84,000	19,320		
CASH FLOW (NOI minus DEBT SERVICE)			37,557	3,270	33,676	36,947	3,345	32,851	36,196	2,272	31,876	34,148	3,501	30,744	34,245	3,583	29,447	33,031	3,668		
USES OF CASH FLOW BELOW (This row also shows DSCR.)																					
USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL																					
Deferred Developer Fee (Enter amt <= Max Fee from row 131)			11,825	-	11,364	11,364	-	10,827	10,827	-	9,636	9,636	-	9,512	9,512	-	8,726	8,726	-		
"Below-the-line" Asset Mgt fee (uncommon in new projects, see policy)	3.5%	3.5%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Partnership Management Fee (see policy for limits)	3.5%	3.5%	8,908	2,120	7,099	9,219	2,195	7,347	9,542	2,271	7,605	9,876	2,351	7,871	10,222	2,433	8,146	10,579	2,518		
Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits)			5,000	1,150	3,850	5,000	1,150	3,850	5,000	0	5,000	5,000	1,150	3,850	5,000	1,150	3,850	5,000	1,150		
Other Payments			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Non-amortizing Loan Pmnt - Lender 1			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Non-amortizing Loan Pmnt - Lender 2			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
TOTAL PAYMENTS PRECEDING MOHCD			25,733	3,270	22,313	25,583	3,345	22,024	25,369	2,272	22,240	24,512	3,501	21,233	24,734	3,583	20,722	24,305	3,668		
RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD)			11,825	(0)	11,364	11,364	0	10,827	10,827	0	9,636	9,636	0	9,511	9,511	(0)	8,725	8,725	(0)		
Does Project have a MOHCD Residual Receipt Obligation?																					
Will Project Defer Developer Fee?																					
1st Residual Receipts Split - Lender/Deferred Developer Fee																					
MOHCD RESIDUAL RECEIPTS DEBT SERVICE																					
MOHCD Residual Receipts Amount Due			6,607	-	6,349	6,349	-	6,050	6,050	-	5,384	5,384	-	5,315	5,315	-	4,875	4,875	-		
Proposed MOHCD Residual Receipts Amount to Residual Ground Lease			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Proposed MOHCD Residual Receipts Amount to Replacement Reserve			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
REMAINING BALANCE AFTER MOHCD RESIDUAL RECEIPTS DEBT SERVICE			5,218	-	5,014	5,014	-	4,777	4,777	-	4,252	4,252	-	4,197	4,197	-	3,850	3,850			

New Asia Housing

Total # Units:		LOSP Units	Non- LOSP Units				Year 7			Year 8			Year 9			Year 10			Year 11					
							2032			2033			2034			2035			2036					
		20	66																					
86		23.00%	77.00%																					
		% annual inc LOSP	% annual increase				LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP		
Developer Fee Remaining Balance					74,546			63,182			52,355			42,719			33,207			24,481				

INCOME

New Asia Housing

Total # Units:		LOSP	Non-																							
		Units	LOSP	Year 12			Year 13			Year 14			Year 15			Year 16			Year 17							
86		20	66	2037			2038			2039			2040			2041			2042							
		23.00%	77.00%																							
		% annual inc LOSP	% annual increase	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total						
INCOME																										
Residential - Tenant Rents		1.0%	2.5%	905,151	952,009	47,327	927,780	975,106	47,800	950,974	998,774	48,278	974,748	1,023,026	48,761	999,117	1,047,878	49,248	1,024,095	1,073,343						
Residential - Tenant Assistance Payments (Non-LOSP)		n/a	4.0%	450,349	584,869	139,901	468,363	608,263	145,497	487,098	632,595	151,317	506,582	657,899	157,369	526,845	684,214	163,664	547,919	711,583						
Residential - LOSP Tenant Assistance Payments		n/a	n/a	-	411,701	425,400	-	425,400	439,565	-	439,565	454,210	-	454,210	465,312	-	465,312	480,866	-	480,866						
Commercial Space		n/a	2.5%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-						
Other Income				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-						
Gross Potential Income				1,361,841	1,956,815	614,569	1,402,643	2,017,212	634,851	1,444,734	2,079,585	655,844	1,488,159	2,144,003	673,533	1,532,962	2,206,494	695,922	1,579,188	2,275,110						
Vacancy Loss - Residential - Tenant Rents		n/a	n/a	(45,258)	(47,600)	(2,366)	(46,389)	(48,755)	(2,390)	(47,549)	(49,939)	(2,414)	(48,737)	(51,151)	(2,438)	(49,956)	(52,394)	(2,462)	(51,205)	(53,667)						
Vacancy Loss - Residential - Tenant Assistance Payments		n/a	n/a	(22,517)	(29,243)	(6,995)	(23,418)	(30,413)	(7,275)	(24,355)	(31,630)	(7,566)	(25,329)	(32,895)	(7,868)	(26,342)	(34,211)	(8,183)	(27,396)	(35,579)						
Vacancy Loss - Commercial		n/a	n/a	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-						
EFFECTIVE GROSS INCOME				1,294,066	1,879,971	605,208	1,332,835	1,938,043	625,187	1,372,830	1,998,017	645,865	1,414,092	2,059,957	663,226	1,456,663	2,119,890	685,276	1,500,588	2,185,864						
OPERATING EXPENSES																										
Management		3.5%	3.5%	101,734	132,122	31,452	105,294	136,746	32,552	108,980	141,532	33,692	112,794	146,486	34,871	116,742	151,613	36,091	120,828	156,919						
Salaries/Benefits		3.5%	3.5%	273,999	559,897	295,904	283,589	579,493	306,261	293,515	599,776	316,980	303,788	620,768	328,074	314,420	642,495	339,557	325,425	664,982						
Administration		3.5%	3.5%	90,127	117,049	27,863	93,282	121,145	28,839	96,547	125,385	29,848	99,926	129,774	30,893	103,423	134,316	31,974	107,043	139,017						
Utilities		3.5%	3.5%	170,894	221,940	52,833	176,875	229,708	54,682	183,066	237,748	56,596	189,473	246,069	58,577	196,105	254,682	60,627	202,968	263,595						
Taxes and Licenses		3.5%	3.5%	40,863	53,068	12,633	42,293	54,926	13,075	43,773	56,848	13,533	45,305	58,838	14,006	46,891	60,897	14,497	48,532	63,029						
Insurance		3.5%	3.5%	100,677	130,749	31,125	104,200	135,325	32,214	107,847	140,062	33,342	111,622	144,964	34,509	115,529	150,038	35,716	119,572	155,289						
Maintenance & Repair		3.5%	3.5%	254,578	330,620	78,704	263,488	342,192	81,459	272,710	354,169	84,310	282,255	366,565	87,261	292,134	379,394	90,315	302,358	392,673						
Supportive Services		3.5%	3.5%	121,952	158,379	37,702	126,220	163,922	39,022	130,638	169,660	40,387	135,210	175,598	41,801	139,943	181,744	43,264	144,840	188,105						
Commercial Expenses				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-						
TOTAL OPERATING EXPENSES				1,154,823	1,703,824	568,216	1,195,242	1,763,458	588,104	1,237,075	1,825,179	608,687	1,280,373	1,889,060	629,991	1,325,186	1,955,177	652,041	1,371,568	2,023,609						
PUPA (w/o Reserves/GL Base Rent/Bond Fees)																										
Reserves/Ground Lease Base Rent/Bond Fees																										
Ground Lease Base Rent				11550	15,000	3450	11550	15,000	3450	11550	15,000	3450	11550	15,000	3450	11550	15,000	3450	11550	15,000						
Bond Monitoring Fee				1925	2,500	575	1925	2,500	575	1925	2,500	575	1925	2,500	575	1925	2,500	575	1925	2,500						
Replacement Reserve Deposit				33110	43,000	9890	33110	43,000	9890	33110	43,000	9890	33110	43,000	9890	33110	43,000	9890	33110	43,000						
Operating Reserve Deposit				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0						
Other Required Reserve 1 Deposit				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0						
Other Required Reserve 2 Deposit				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0						
Required Reserve Deposit/s, Commercial				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0						
Sub-total Reserves/Ground Lease Base Rent/Bond Fees				46,585	60,500	13,915	46,585	60,500	13,915	46,585	60,500	13,915	46,585	60,500	13,915	46,585	60,500	13,915	46,585	60,500						
TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees)				1,201,408	1,764,324	582,131	1,241,827	1,823,958	602,019	1,283,660	1,885,679	622,602	1,326,958	1,949,560	643,906	1,371,771	2,015,677	665,956	1,418,153	2,084,109						
PUPA (w/ Reserves/GL Base Rent/Bond Fees)																										
NET OPERATING INCOME (INCOME minus OP EXPENSES)				92,658	115,647	23,077	91,008	114,085	23,168	89,170	112,338	23,262	87,134	110,397	19,320	84,892	104,212	19,320	82,435	101,755						
DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loans)																										
Hard Debt - First Lender				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-						
Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Lender)				64,680	84,000	19,320	64,680	84,000	19,320	64,680	84,000	19,320	64,680	84,000	19,320	64,680	84,000	19,320	64,680	84,000						
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-						
Hard Debt - Fourth Lender				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-						
Commercial Hard Debt Service				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-						
TOTAL HARD DEBT SERVICE				64,680	84,000	19,320	64,680	84,000	19,320	64,680	84,000	19,320	64,680	84,000	19,320	64,680	84,000	19,320	64,680	84,000						
CASH FLOW (NOI minus DEBT SERVICE)				27,978	31,647	3,757	26,328	30,085	3,848	24,490	28,338	3,942	22,454	26,397	-	20,212	20,212	0	17,755	17,755						
USES OF CASH FLOW BELOW (This row also shows DSCR.)																										
USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL																										
Deferred Developer Fee (Enter amt <= Max Fee from row 131)				7,848	7,848	-	6,876	6,876	-	5,804	5,804	-	3,953	3,953	-	-	-	-	-	-						
"Below-the-line" Asset Mgt fee (uncommon in new projects, see policy)		3.5%	3.5%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-						
Partnership Management Fee (see policy for limits)		3.5%	3.5%	8,431	10,950	2,607	8,726	11,333	2,698	9,032	11,730	2,792	9,348	12,140	-	-	-	-	-	-						
Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits)				3,850	5,000	1,150	3,850	5,000	1,150	3,850	5,000	1,150	3,850	5,000	-	-	-	-	-	-						
Other Payments				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-						
Non-amortizing Loan Pmnt - Lender 1				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-						
Non-amortizing Loan Pmnt - Lender 2				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-						
TOTAL PAYMENTS PRECEDING MOHCD				20,129	23,798	3,757	19,452	23,209	3,848	18,686	22,534	3,942	17,151	21,093	-	-	-	-	-	-	-					
RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD)				7,849	7,849	0	6,876	6,876	0	5,804	5,804	(0)	5,303	5,303	-	20,212	20,212	0	17,755	17,755						
Does Project have a MOHCD Residual Receipt Obligation?																										
Will Project Defer Developer Fee?																										
1st Residual Receipts Split - Lender/Deferred Developer Fee																										
MOHCD RESIDUAL RECEIPTS DEBT SERVICE																										
MOHCD Residual Receipts Amount Due							3,842				3,243				2,963				11,294			9,921				
Proposed MOHCD Residual Receipts Amount to Residual Ground Lease							-				-				-				-			-				
Proposed MOHCD Residual Receipts Amount to Replacement Reserve							-				-				-				-			-				
REMAINING BALANCE AFTER MOHCD RESIDUAL RECEIPTS DEBT SERVICE				3,463				3,034				2,561				2,340				8,919			7,834			
NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE																										
HCD Residual Receipts Amount Due							3,463				2,561				2,340				8,919			7,834				
Lender 4 Residual Receipts Due		44.12%					-				-				-				-			-				
Lender 5 Residual Receipts Due		0.00%					-				-				-				-			-				
Lender 6 Residual Receipts Due		0.00%					-				-				-				-			-				
Total Non-MOHCD Residual Receipts Debt Service				3,463				3,034				2,561				2,340				8,919			7,834			
REMAINDER (Should be zero unless there are distributions below)																										
Owner Distributions/Incentive Management Fee							0				-				-				-			-				
Other Distributions/Uses							-				-				-				-			-				
Final Balance (should be zero)																										
RR Running Balance							516,000				559,000				602,000				645,000				688,000			731,000
OR Running Balance							-				-				-				-			-			-	
Other Required Reserve 1 Running Balance							-				-				-				-			-			-	
Other Required Reserve 2 Running Balance							-				-				-				-			-			-	
DEFERRED DEVELOPER FEE - RUNNING BALANCE																										
Developer Fee Starting Balance							24,481				16,633				9,757				3,953				-			-
Deferred Developer Fee Earned in Year							7,848				6,876				5,804				3,953				-			-

New Asia Housing

Total # Units:		LOSP Units		Non-LOSP Units																
		20		66		Year 12			Year 13			Year 14			Year 15			Year 16		
		23.00%		77.00%		2037			2038			2039			2040			2041		
		% annual inc LOSP		% annual increase		non-LOSP			LOSP non-LOSP			LOSP non-LOSP			LOSP non-LOSP			LOSP non-LOSP		
Developer Fee Remaining Balance						Total			Total			Total			Total			Total		
						16,633			9,757			3,953			-			-		

New Asia Housing

INCOME	Total # Units: 86	LOSP Units 23.00%	Non- LOSP Units 77.00%	Year 18			Year 19			Year 20		
				2043			2044			2045		
				LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total
				% annual inc LOSP	% annual increase							
Residential - Tenant Rents		1.0%	2.5%	49,741	1,049,697	1,099,438	50,238	1,075,940	1,126,178	50,741	1,102,838	1,153,579
Residential - Tenant Assistance Payments (Non-LOSP)		n/a	4.0%	170,211	569,836	740,046	177,019	592,629	769,648	184,100	616,334	800,434
Residential - LOSP Tenant Assistance Payments		n/a	n/a	496,947	-	496,947	513,572	-	513,572	530,758	-	530,758
Commercial Space		n/a	2.5%	-	-	-	-	-	-	-	-	-
Other Income				-	-	-	-	-	-	-	-	-
Gross Potential Income				719,095	1,626,887	2,345,982	743,081	1,676,106	2,419,187	767,907	1,726,899	2,494,805
Vacancy Loss - Residential - Tenant Rents		n/a	n/a	(2,487)	(52,485)	(54,972)	(2,512)	(53,797)	(56,309)	(2,537)	(55,142)	(57,679)
Vacancy Loss - Residential - Tenant Assistance Payments		n/a	n/a	(8,511)	(28,492)	(37,002)	(8,851)	(29,631)	(38,482)	(9,205)	(30,817)	(40,022)
Vacancy Loss - Commercial		n/a	n/a	-	-	-	-	-	-	-	-	-
EFFECTIVE GROSS INCOME				708,098	1,545,910	2,254,008	731,718	1,592,678	2,324,396	756,165	1,640,940	2,397,105
OPERATING EXPENSES												
Management		3.5%	3.5%	37,355	125,057	162,411	38,662	129,434	168,095	40,015	133,964	173,979
Salaries/Benefits		3.5%	3.5%	351,441	336,815	688,256	363,742	348,603	712,345	376,473	360,804	737,277
Administration		3.5%	3.5%	33,093	110,790	143,883	34,251	114,667	148,919	35,450	118,681	154,131
Utilities		3.5%	3.5%	62,749	210,072	272,821	64,945	217,425	282,370	67,218	225,035	292,253
Taxes and Licenses		3.5%	3.5%	15,004	50,231	65,235	15,529	51,989	67,518	16,073	53,808	69,881
Insurance		3.5%	3.5%	36,967	123,757	160,724	38,260	128,089	166,349	39,599	132,572	172,172
Maintenance & Repair		3.5%	3.5%	93,476	312,941	406,417	96,748	323,894	420,641	100,134	335,230	435,364
Supportive Services		3.5%	3.5%	44,778	149,910	194,688	46,346	155,157	201,502	47,968	160,587	208,555
Commercial Expenses				-	-	-	-	-	-	-	-	-
TOTAL OPERATING EXPENSES				674,863	1,419,572	2,094,435	698,483	1,469,257	2,167,740	722,930	1,520,681	2,243,611
PUPA (w/o Reserves/GL Base Rent/Bond Fees)												
Reserves/Ground Lease Base Rent/Bond Fees												
Ground Lease Base Rent				3450	11550	15,000	3450	11550	15,000	3450	11550	15,000
Bond Monitoring Fee				575	1925	2,500	575	1925	2,500	575	1925	2,500
Replacement Reserve Deposit				9890	33110	43,000	9890	33110	43,000	9890	33110	43,000
Operating Reserve Deposit				0	0	0	0	0	0	0	0	0
Other Required Reserve 1 Deposit				0	0	0	0	0	0	0	0	0
Other Required Reserve 2 Deposit				0	0	0	0	0	0	0	0	0
Required Reserve Deposit/s, Commercial				0	0	0	0	0	0	0	0	0
Sub-total Reserves/Ground Lease Base Rent/Bond Fees				13,915	46,585	60,500	13,915	46,585	60,500	13,915	46,585	60,500
TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees)				688,778	1,466,157	2,154,935	712,398	1,515,842	2,228,240	736,845	1,567,266	2,304,111
PUPA (w/ Reserves/GL Base Rent/Bond Fees)												
NET OPERATING INCOME (INCOME minus OP EXPENSES)				19,320	79,753	99,073	19,320	76,836	96,156	19,320	73,673	92,993
DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loans)												
Hard Debt - First Lender				-	-	-	-	-	-	-	-	-
Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Lender)				19,320	64,680	84,000	19,320	64,680	84,000	19,320	64,680	84,000
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)				-	-	-	-	-	-	-	-	-
Hard Debt - Fourth Lender				-	-	-	-	-	-	-	-	-
Commercial Hard Debt Service				-	-	-	-	-	-	-	-	-
TOTAL HARD DEBT SERVICE				19,320	64,680	84,000	19,320	64,680	84,000	19,320	64,680	84,000
CASH FLOW (NOI minus DEBT SERVICE)				0	15,073	15,073	-	12,156	12,156	0	8,993	8,993
USES OF CASH FLOW BELOW (This row also shows DSCR.)												
USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL												
Deferred Developer Fee (Enter amt <= Max Fee from row 131)				-	-	-	-	-	-	-	-	-
"Below-the-line" Asset Mgt fee (uncommon in new projects, see policy)	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Partnership Management Fee (see policy for limits)	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits)				-	-	-	-	-	-	-	-	-
Other Payments				-	-	-	-	-	-	-	-	-
Non-amortizing Loan Pmnt - Lender 1				-	-	-	-	-	-	-	-	-
Non-amortizing Loan Pmnt - Lender 2				-	-	-	-	-	-	-	-	-
TOTAL PAYMENTS PRECEDING MOHCD				-	-	-	-	-	-	-	-	-
RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD)				0	15,073	15,073	-	12,156	12,156	0	8,993	8,993
Does Project have a MOHCD Residual Receipt Obligation?												
Will Project Defer Developer Fee?												
1st Residual Receipts Split - Lender/Deferred Developer Fee												
MOHCD RESIDUAL RECEIPTS DEBT SERVICE												
MOHCD Residual Receipts Amount Due												
Proposed MOHCD Residual Receipts Amount to Residual Ground Lease												
Proposed MOHCD Residual Receipts Amount to Replacement Reserve												
REMAINING BALANCE AFTER MOHCD RESIDUAL RECEIPTS DEBT SERVICE												
NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE												
HCD Residual Receipts Amount Due												
Lender 4 Residual Receipts Due												
Lender 5 Residual Receipts Due												
Total Non-MOHCD Residual Receipts Debt Service												
REMAINDER (Should be zero unless there are distributions below)												
Owner Distributions/Incentive Management Fee												
Other Distributions/Uses												
Final Balance (should be zero)												
RR Running Balance												
OR Running Balance												
Other Required Reserve 1 Running Balance												
Other Required Reserve 2 Running Balance												
DEFERRED DEVELOPER FEE - RUNNING BALANCE												
Developer Fee Starting Balance												
Deferred Developer Fee Earned in Year												

New Asia Housing

Total # Units:		LOSP	Non-											
		Units	LOSP	Units										
		86	20	66	Year 18			Year 19			Year 20			
			23.00%	77.00%	2043			2044			2045			
INCOME			% annual inc LOSP	% annual increase	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	
Developer Fee Remaining Balance							-			-			-	

EXHIBIT C
Tenant Income Certification Form

[To be attached.]

TENANT INCOME CERTIFICATION

☐ Initial Certification ☐ Recertification ☐ Other _____

Effective Date: _____
Move-In Date: _____
(MM-DD-YYYY)

PART I - DEVELOPMENT DATA

Property Name: _____ County: _____ TCAC#: _____ BIN#: _____
Address: _____ If applicable, CDLAC#: _____
Unit Number: _____ # Bedrooms: _____ Square Footage: _____

PART II. HOUSEHOLD COMPOSITION

☐ Vacant (Check if unit was vacant on December 31 of the Effective Date Year)

HH Mbr #	Last Name	First Name	Middle Initial	Relationship to Head of Household	Date of Birth (MM/DD/YYYY)	Student Status (Check One)	Last 4 digits of Social Security #
1				HEAD		FT ☐ /PT ☐ /NA ☐	
2						FT ☐ /PT ☐ /NA ☐	
3						FT ☐ /PT ☐ /NA ☐	
4						FT ☐ /PT ☐ /NA ☐	
5						FT ☐ /PT ☐ /NA ☐	
6						FT ☐ /PT ☐ /NA ☐	
7						FT ☐ /PT ☐ /NA ☐	

PART III. GROSS ANNUAL INCOME (USE ANNUAL AMOUNTS)

HH Mbr #	(A) Employment or Wages	(B) Soc. Security/Pensions	(C) Public Assistance	(D) Other Income
TOTALS	\$	\$	\$	\$

Add totals from (A) through (D), above

TOTAL INCOME (E):

\$

PART IV. INCOME FROM ASSETS

HH Mbr #	(F) Type of Asset	(G) C/I	(H) Cash Value of Asset	(I) Annual Income from Asset

TOTALS: \$

\$

Enter Column (H) Total

Passbook Rate

If over \$5000

\$ _____ X

0.06%

= (J) Imputed Income

\$

Enter the greater of the total of column I, or J: imputed income

TOTAL INCOME FROM ASSETS (K)

\$

(L) Total Annual Household Income from all Sources [Add (E) + (K)]

\$

HOUSEHOLD CERTIFICATION & SIGNATURES

The information on this form will be used to determine maximum income eligibility. I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated annual income. I/we agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/we agree to notify the landlord immediately upon any member becoming a full time student.

Under penalties of perjury, I/we certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

Signature

(Date)

Signature

(Date)

Signature

(Date)

Signature

(Date)

PART V. DETERMINATION OF INCOME ELIGIBILITY**RECERTIFICATION ONLY:**

TOTAL ANNUAL HOUSEHOLD
INCOME FROM ALL SOURCES:
From item (L) on page 1

\$

Unit Meets Federal
Income Restriction at:
☐ 60% ☐ 50%

Current Federal LIHTC
Income Limit x 140%:

\$

Current Federal LIHTC Income Limit per
Family Size (Federal Income Restriction at
60%, 50% or A.I.T. (20% - 80%)):

\$

Or Federal A.I.T. at:
☐ 80% ☐ 70% ☐ 60% ☐ 50%
☐ 40% ☐ 30% ☐ 20%

Household Income exceeds
140% at recertification:
☐ Yes ☐ No

If Applicable, Current Federal Bond
Income Limit per Family Size:

\$

Unit Meets State Deeper
Targeting Income Restriction
at:

Household Size at Move-in:

Household Income as of Move-in:

\$

☐ Other _____ %**PART VI. RENT**

Tenant Paid Monthly Rent:

\$

Federal Rent Assistance:

\$

*Source: _____

Monthly Utility Allowance:

\$

Non-Federal Rent Assistance:

\$

(*0-8)

Other Monthly Non-optional charges:

\$

Total Monthly Rent Assistance: \$

GROSS MONTHLY RENT FOR UNIT:
(Tenant paid rent plus Utility Allowance &
other non-optional charges)

\$

*Source of Federal Assistance

1 **HUD Multi-Family Project Based Rental Assistance (PBRA)

2 Section 8 Moderate Rehabilitation

3 Public Housing Operating Subsidy

4 HOME Rental Assistance

5 HUD Housing Choice Voucher (HCV), tenant-based

6 HUD Project-Based Voucher (PBV)

7 USDA Section 521 Rental Assistance Program

8 Other Federal Rental Assistance

0 Missing

Maximum Federal LIHTC Rent Limit for
this unit:

\$

If Applicable, Maximum Federal & State
LIHTC Bond Rent Limit for this unit:

\$

Unit Meets Federal Rent Restriction at:

☐ 60% ☐ 50%

Or Federal A.I.T. at:

☐ 80% ☐ 70% ☐ 60%☐ 50% ☐ 40% ☐ 30%☐ 20%

If Applicable, Unit Meets Bond Rent
Restriction at:

☐ 60% ☐ 50%

Unit Meets State Deeper

Targeting Rent Restriction at:

☐ Other: _____ %

** (PBRA) Includes: Section 8 New Construction/Substantial Rehabilitation;
Section 8 Loan Management; Section 8 Property Disposition; Section 202
Project Rental Assistance Contracts (PRAC)

PART VII. STUDENT STATUS

ARE ALL OCCUPANTS FULL TIME STUDENTS?

☐ Yes☐ No

If yes, Enter student explanation*
(also attach documentation)

Enter
1-5

*Student Explanation:

1 AFDC / TANF Assistance

2 Job Training Program

3 Single Parent/Dependent Child

4 Married/Joint Return

5 Former Foster Care

PART VIII. PROGRAM TYPE

Identify the program(s) for which this household's unit will be counted toward the property's occupancy requirements.

Select one of the following.☐ 9% Allocated Federal Housing Tax Credit☐ 4% Allocated Federal Housing Tax Credit☐ Tax-Exempt Bond Only (No tax credits)**Select all that apply.**☐ HOME (including TCAP)☐ CDBG☐ Other HUD, including 202, 811, and 236☐ National Housing Trust Fund☐ USDA Rural Housing Service, including 514, 515, and 538☐ Other state or local housing programs**SIGNATURE OF OWNER/REPRESENTATIVE**

Based on the representations herein and upon the proof and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible under the provisions of Section 42 of the Internal Revenue Code, as amended, and the Land Use Restriction Agreement (if applicable), to live in a unit in this Project.

SIGNATURE OF OWNER/REPRESENTATIVE

DATE

PART IX. SUPPLEMENTAL INFORMATION FORM

The California Tax Credit Allocation Committee (CTCAC) requests the following information in order to comply with the Housing and Economic Recovery Act (HERA) of 2008, which requires all Low Income Housing Tax Credit (LIHTC) properties to collect and submit to the U.S. Department of Housing and Urban Development (HUD), certain demographic and economic information on tenants residing in LIHTC financed properties. Although the CTCAC would appreciate receiving this information, you may choose not to furnish it. You will not be discriminated against on the basis of this information, or on whether or not you choose to furnish it. If you do not wish to furnish this information, please check the box at the bottom of the page and initial.

Enter both Ethnicity and Race codes for each household member (see below for codes).

TENANT DEMOGRAPHIC PROFILE						
HH Mbr #	Last Name	First Name	Middle Initial	Race	Ethnicity	Disabled
1						
2						
3						
4						
5						
6						
7						

The Following Race Codes should be used:

- 1 – White – A person having origins in any of the original people of Europe, the Middle East or North Africa.
- 2 – Black/African American – A person having origins in any of the black racial groups of Africa. Terms such as “Haitian” apply to this category.
- 3 – American Indian/Alaska Native – A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
- 4 – Asian – A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent:
 - 4a – Asian India
 - 4b – Chinese
 - 4c – Filipino
 - 4d – Japanese
 - 4e – Korean
 - 4f – Vietnamese
 - 4g – Other Asian
- 5 – Native Hawaiian/Other Pacific Islander – A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands:
 - 5a – Native Hawaiian
 - 5b – Guamanian or Chamorro
 - 5c – Samoan
 - 5d – Other Pacific Islander

6 – Other

7 – Did not respond. (Please initial below)

Note: Multiple racial categories may be indicated as such: 31 – American Indian/Alaska Native & White, 41 – Asian & White, etc.

The Following Ethnicity Codes should be used:

- 1 – Hispanic – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. Terms such as “Latino” or “Spanish Origin” apply to this category.
- 2 – Not Hispanic – A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
- 3 – Did not respond. (Please initial below)

Disability Status:

1 – Yes

If any member of the household is disabled according to Fair Housing Act definition for handicap (disability):

- A physical or mental impairment which substantially limits one or more major life activities; a record of such an impairment or being regarded as having such an impairment. For a definition of “physical or mental impairment” and other terms used, please see 24 CFR 100.201, available at <http://fairhousing.com/legal-research/hud-regulations/24-cfr-100201-definitions>.
- “Handicap” does not include current, illegal use of or addiction to a controlled substance.
- An individual shall not be considered to have a handicap solely because that individual is a transgender.

2 – No

3 – Did not respond (Please initial below)

☐ **Resident/Applicant:** I do not wish to furnish information regarding ethnicity, race and other household composition.

(Initials) _____
(HH#) 1. 2. 3. 4. 5. 6. 7.

INSTRUCTIONS FOR COMPLETING TENANT INCOME CERTIFICATION

This form is to be completed by the owner or an authorized representative.

Part I - Development Data

Enter the type of tenant certification: Initial Certification (move-in), Recertification (annual recertification), or Other. If other, designate the purpose of the recertification (i.e., a unit transfer, a change in household composition, or other state-required recertification).

Effective Date	Enter the effective date of the certification. For move-in, this should be the move-in date. For annual income recertification's, this effective date should be no later than one year from the effective date of the previous (re)certification.
Move-In Date	Enter the most recent date the household tax credit qualified. This could be the move-in date or in an acquisition rehab property, this is not the date the tenant moved into the unit, it is the most recent date the management company income qualified the unit for tax credit purposes.
Property Name	Enter the name of the development.
County	Enter the county (or equivalent) in which the building is located.
TCAC#	Enter the project number assigned to the property by TCAC. Please include hyphens between the state abbreviation, four digit allocating year, and project specific number. For example: CA-2010-123
BIN #	Enter the building number assigned to the building (from IRS Form 8609).
Address	Enter the physical address of the building, including street number and name, city, state, and zip code.
If applicable, CDLAC#	If project is awarded 4% bonds please enter the project number assigned to the property by CDLAC. Please include hyphens between the state abbreviation, four digit allocating year, and project specific number. For example: 16-436
Unit Number	Enter the unit number.
# Bedrooms	Enter the number of bedrooms in the unit.
Square Footage	Enter the square footage for the entire unit.
Vacant Unit	Check if unit was vacant on December 31 of requesting year. For example, for the collection of 2011 data, this would refer to December 31, 2011.

Part II - Household Composition

List all occupants of the unit. State each household member's relationship to the head of household by using one of the following definitions:

H	Head of Household	S	Spouse	U	Unborn Child/Anticipated
A	Adult Co-Tenant	O	Other Family Member		Adoption or Foster
C	Child	F	Foster child(ren)/adult(s)		
L	Live-in Caretaker	N	None of the above		

Date of Birth	Enter each household member's date of birth.
Student Status	Check FT for Full-time student, PT for Part-time student, or N/A if household member is not a student and question does not apply.
Last Four Digits of Social Security Number	For each tenant 15 years of age or older, enter the last four digits of the social security number or the last four digits of the alien registration number. If the last four digits of SSN or alien registration is missing, enter 0000. For tenants under age 15, social security number not required, although please enter 0000.

If there are more than 7 occupants, use an additional sheet of paper to list the remaining household members and attach it to the certification.

Part III - Annual Income

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income, including acceptable forms of verification.

From the third party verification forms obtained from each income source, enter the gross amount anticipated to be received for the twelve months from the effective date of the (re)certification. Complete a separate line for each income-earning member. List **each** respective household member number from Part II. Include anticipated income only if documentation exists verifying pending employment. If any adult states zero-income, please note "zero" in the columns of Part III.

Column (A)	Enter the annual amount of wages, salaries, tips, commissions, bonuses, and other income from employment; distributed profits and/or net income from a business.
Column (B)	Enter the annual amount of Social Security, Supplemental Security Income, pensions, military retirement, etc.
Column (C)	Enter the annual amount of income received from public assistance (i.e., TANF, general assistance, disability, etc.).
Column (D)	Enter the annual amount of alimony, child support, unemployment benefits, or any other income regularly received by the household.
Row (E)	Add the totals from columns (A) through (D), above. Enter this amount.

Part IV - Income from Assets

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income from assets, including acceptable forms of verification.

From the third party verification forms obtained from each asset source, list the gross amount anticipated to be received during the twelve months from the effective date of the certification. If individual household member income is provided, list the respective household member number from Part II and complete a separate line for each member.

Column (F)	List the type of asset (i.e., checking account, savings account, etc.)
Column (G)	Enter C (for current, if the family currently owns or holds the asset), or I (for imputed, if the family has disposed of the asset for less than fair market value within two years of the effective date of (re)certification).
Column (H)	Enter the cash value of the respective asset.
Column (I)	Enter the anticipated annual income from the asset (i.e., savings account balance multiplied by the annual interest rate).
TOTALS	Add the total of Column (H) and Column (I), respectively.

If the total in Column (H) is greater than \$5,000, you must do an imputed calculation of asset income. Enter the Total Cash Value, multiply by 0.06% and enter the amount in (J), Imputed Income.

Row (K)	Enter the greater of the total in Column (I) or (J)	
Row (L)	Total Annual Household Income From all Sources	Add (E) and (K) and enter the total

HOUSEHOLD CERTIFICATION AND SIGNATURES

After all verifications of income and/or assets have been received and calculated, each household member age 18 or older must sign and date the Tenant Income Certification. For move-in, it is recommended that the Tenant Income Certification be signed no earlier than 5 days prior to the effective date of the certification.

Part V – Determination of Income Eligibility

Total Annual Household Income from all Sources	Enter the number from item (L).
Current Federal LIHTC Income Limit per Unit Meets Federal Income Restriction at 60%, 50% or A.I.T (20% - 80%)	Enter the Current Move-in Income Limit for the household size – specifically, the max income limit for the federal 60%, 50% or A.I.T (20% - 80%) set aside.
Current Bond Income Limit per Family Size	Enter the Current most restrictive Move-in Income Limit for the household size – specifically, the max income limit incorporating both federal and in some instances more restrictive state standards as reflected in the 50% or 60% set aside detailed in the Bond Regulatory Agreement.

Household Income at Move-in	For recertifications only. Enter the household income from the move-in certification.
Household Size at Move-in	Enter the number of household members from the move-in certification.
Current Federal LIHTC Income Limit x 140%	For recertifications only. Multiply the current LIHTC Maximum Move-in Income Limit by 140% and enter the total. 140% is based on the Federal Set-Aside of 20/50 or 40/60, or A.I.T. (20% - 60% = 140% X 60%, 70% = 140% X 70% and 80% = 140% X 80%) as elected by the owner for the property, not deeper targeting elections of 30%, 40%, 45%, 50%, etc. Below, indicate whether the household income exceeds that total. If the Gross Annual Income at recertification is greater than 140% of the LIHTC Income Limit per Family Size at Move-in date (above), then the available unit rule must be followed.
Unit Meets Federal Income Restriction at or Federal A.I.T. at	Check the appropriate box for the income restriction that the household meets according to what is required by the federal set-aside(s) for the project.
Unit Meets State Deeper Targeting Income Restriction at	If your agency requires an income restriction lower than the federal limit, enter the percent required.

Part VI - Rent

Tenant Paid Monthly Rent	Enter the amount the tenant pays toward rent (not including rent assistance payments such as Section 8).
Federal Rent Assistance	Enter the amount of rent assistance received from a federal program, if any.
Non-Federal Rent Assistance	Enter the amount of non-federal rent assistance received, if any.
Total Monthly Rent Assistance	Enter the amount of total rent assistance received, if any.
Source of Federal Rent Assistance	If federal rent assistance is received, indicate the single program source.
Monthly Utility Allowance	Enter the utility allowance. If the owner pays all utilities, enter zero.
Other Monthly Non-Optional Charges	Enter the amount of <u>non-optional</u> charges, such as mandatory garage rent, storage lockers, charges for services provided by the development, etc.
Gross Monthly Rent for Unit	Enter the total of Tenant Paid Rent plus Utility Allowance and other non-optional charges. The total may NOT include amounts other than Tenant Paid Rent, Utility Allowances and other non-optional charges. In accordance with the definition of Gross Rent in IRC §42(g)(2)(B), it may not include any rent assistance amount.
Maximum LIHTC Rent Limit for this unit	Enter the maximum allowable gross rent for the unit. This amount must be the maximum amount allowed by the Current Income Limit per Family Size – specifically, the max rent limit for the federal 50%, 60% or A.I.T. (20% - 80%) set aside. This does not include state deeper targeting levels.
Maximum LIHTC Bond Rent Limit for this unit	Enter the maximum allowable gross rent for the unit. This amount must be the maximum amount allowed by the Current Income Limit per Family Size – specifically, the max rent incorporating both federal and in some instances more restrictive state standards as reflected in the 50% or 60% set aside detailed in the Bond Regulatory Agreement.
Unit Meets Federal Rent Restriction at or Federal A.I.T. at	Indicate the appropriate rent restriction that the unit meets according to what is <u>required</u> by the federal set-aside(s) for the project.
Unit Meets Bond Rent Restriction at	Indicate the appropriate rent restriction that the unit meets according to what is <u>required</u> by the federal and state law for the project.
Unit Meets State Deeper Targeting Rent Restriction at	If your agency requires a rent restriction lower than the federal limit, enter the percent required.

Part VII - Student Status

If all household members are full time* students, check “yes”. Full-time status is determined by the school the student attends. If at least one household member is not a full-time student, check “no.”

If “yes” is checked, the appropriate exemption must be listed in the box to the right. If none of the exemptions apply, the household is ineligible to rent the unit.

Part VIII – Program Type

Select the program(s) for which this household's unit will be counted toward the property's occupancy requirements. One response from the first column must be selected.

SIGNATURE OF OWNER/REPRESENTATIVE

It is the responsibility of the owner or the owner's representative to sign and date this document immediately following execution by the resident(s).

The responsibility of documenting and determining eligibility (including completing and signing the Tenant Income Certification form) and ensuring such documentation is kept in the tenant file is extremely important and should be conducted by someone well trained in tax credit compliance.

These instructions should not be considered a complete guide on tax credit compliance. The responsibility for compliance with federal program regulations lies with the owner of the building(s) for which the credit is allowable.

PART IX. SUPPLEMENTAL INFORMATION

Complete this portion of the form at move-in and at recertification's (only if household composition has changed from the previous year's certification).

Tenant Demographic Profile

Complete for each member of the household, including minors. Use codes listed on supplemental form for Race, Ethnicity, and Disability Status.

Resident/Applicant Initials

All tenants who wish not to furnish supplemental information should initial this section. Parent/Guardian may complete and initial for minor child(ren).

EXHIBIT D

First Source Hiring Requirements and Numerical Goals

Borrower's use of Funds triggers the following hiring requirements imposed by the City's First Source Hiring Ordinance (San Francisco Administrative Code Chapter 83). Borrower will, or will require its general contractor to, separately execute a First Source Hiring Agreement with the City as set forth below, although the lack of such a separate execution will not affect the requirements of Chapter 83 as incorporated herein.

A. **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor will comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement have the meanings assigned to such terms in Chapter 83.

B. **First Source Hiring Agreement.** On or before the effective date of the Ground Lease, Borrower will, or will require its general contractor to, enter into a first source hiring agreement ("FSH Agreement") with the City, that will include the terms as set forth in Section 83.9(b). Borrower also enter into a FSH Agreement with the City for any other work that it performs in the City.

C. **Hiring Decisions.** Borrower or its general contractor will make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

D. **Exceptions.** Upon application by Contractor, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

E. **Liquidated Damages.** Borrower agrees:

1. To be liable to the City for liquidated damages as provided in this Section;
2. To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this Section;
3. That the Borrower's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate

of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

4. That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

5. That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this Section is based on the following data:

a. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

b. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to a contractor and who is hired in an entry level position is at least one year; therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

6. That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

7. That in the event the City is the prevailing party in a civil action to recover liquidated damages for breach of a contract provision required by this Chapter, the contractor will be liable for the City's costs and reasonable attorney's fees.

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors will be made by the FSHA.

F. Subcontracts. Any subcontract entered into by Borrower or its general contractor will require the subcontractor to comply with the requirements of Chapter 83 and will contain contractual obligations substantially the same as those set forth in this Section.

EXHIBIT E
Governmental Requirements

1. Prevailing Wages and Working Conditions. Any undefined, initially-capitalized term used in this Section shall have the meaning given to such term in San Francisco Administrative Code Section 6.1. Every contract for the rehabilitation or construction of housing assisted with Funds must comply with Chapter I (commencing with Section 1720) of Part 7 of the California Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) and contain a provision requiring: (1) the payment of not less than the Prevailing Rate of Wage to all laborers and mechanics employed in the development of any part of the housing, (2) provide the same hours, working conditions and benefits as in each case are provided for similar work performed in San Francisco County, and (3) employ Apprentices in accordance with state law and San Francisco Administrative Code Section 6.22(n), (collectively, "Prevailing Wage Requirements"). The Prevailing Wage Requirements of this Section apply to all laborers and mechanics employed in the development of the Project, including portions other than the assisted Units. Borrower agrees to cooperate with the City in any action or proceeding against a Contractor or Subcontractor that fails to comply with the Prevailing Wage Requirements. If applicable, Borrower must include, and require its Contractors and Subcontractors (regardless of tier) to include, the Prevailing Wage Requirements and the agreement to cooperate in City enforcement actions in any Construction Contract with specific reference to San Francisco Administrative Code Chapter 6.

2. Environmental Review. The Project will meet the requirements of the California Environmental Quality Act (Cal. Pub. Res. Code §§ 2100 *et seq.*) and implementing regulations.

3. Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no employee, agent, consultant, officer or official of Borrower or the City who exercises or has exercised any function or responsibilities with respect to activities assisted by Funds, in whole or in part, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in or benefit from the activities assisted under this Agreement, or have an interest, direct or indirect, in any contract, subcontract or agreement with respect thereto, or in the proceeds thereunder either for himself/herself or for those with whom he/she has family or business ties, during his/her tenure and for one year thereafter. In order to carry out the purpose of this Section, Borrower will incorporate, or cause to be incorporated, in all contracts, subcontracts and agreements relating to activities assisted under the Agreement, a provision similar to that of this Section. Borrower will be responsible for obtaining compliance with conflict of interest provisions by the parties with whom it contracts and, in the event of a breach, Borrower will take prompt and diligent action to cause the breach to be remedied and compliance to be restored.

(b) Borrower represents that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of the San Francisco Campaign and Governmental Conduct Code, and Sections 1090 through 1097 and 87100 *et seq.* of the California Government Code, all of which relate to prohibited conflicts of interest in connection with government contracts. Borrower certifies that it knows of no facts that constitute a violation of any of these provisions and agrees to notify the City immediately if Borrower at any time obtains knowledge of facts constituting a violation.

(c) In the event of any violation of the conflict of interest prohibitions, Borrower agrees that the City may refuse to consider any future application for funding from Borrower or any entity related to Borrower until the violation has been corrected to the City's satisfaction, in the City's sole discretion.

4. Disability Access. Borrower will comply with all applicable disability access Laws, including the Americans With Disabilities Act (42 U.S.C. §§ 1201 *et seq.*), Section 504 of the Rehabilitation Act (29 U.S.C. § 794) and the Fair Housing Amendments Act (42 U.S.C. §§ 3601 *et seq.*). Borrower is responsible for determining which disability access Laws apply to the Project, including those applicable due to the use of Funds. In addition, before occupancy of the Project, Borrower will provide to the City a written reasonable accommodations policy that indicates how Borrower will respond to requests by disabled individuals for accommodations in Units and common areas of the Project.

5. Lead-Based Paint. Borrower will satisfy the requirements of Chapter 36 of the San Francisco Building Code ("Work Practices for Exterior Lead-Based Paint") and the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821 *et seq.*) and implementing regulations at 24 CFR part 35. Borrower will also comply with the provisions contained in 17 CCR 350000 *et seq.*, and 8 CCR 1532.1 and all other applicable Laws governing lead-based hazards.

6. Relocation. Borrower will comply with any applicable requirements of the California Relocation Assistance Act (Cal. Gov. Code §§ 7260 *et seq.*) and implementing regulations in Title 25, Chapter 6 of the California Administrative Code and similar Laws.

7. Low-Income Hiring Requirements. The use of Funds triggers compliance with certain hiring requirements imposed by the City's First Source Hiring Ordinance (S.F. Admin. Code Chapter 83). To ensure compliance with those requirements, Borrower must include the provisions attached as **Exhibit D** in its contract with the general contractor for the Project. Borrower will be responsible to the City for ensuring compliance with the requirements listed on **Exhibit D**.

8. Non-Discrimination in City Contracts and Benefits Ordinance.

(a) Borrower Will Not Discriminate. In the performance of this Agreement, Borrower agrees not to discriminate against any employee, City and County employee working with Borrower or any subcontractor, applicant for employment with Borrower or any subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services or membership in all business, social or other establishments or organizations operated by Borrower on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, height, weight, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

(b) Subcontracts. Borrower will incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code. Borrower's failure to comply with the obligations in this subsection will constitute a material breach of this Agreement.

(c) Non-Discrimination in Benefits. Borrower does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) Condition to Contract. As a condition to this Agreement, Borrower will execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the executed form by the San Francisco Contract Monitoring Division.

(e) Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B ("Nondiscrimination in Contracts") and 12C ("Nondiscrimination in Property Contracts") of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Borrower will comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Borrower understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Borrower and/or deducted from any payments due Borrower.

9. MacBride Principles. Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Borrower acknowledges and agrees that he or she has read and understood this Section.

10. Tropical Hardwood & Virgin Redwood Ban. Pursuant to § 804(b) of the San Francisco Environment Code, City urges all grantees and borrowers not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

11. Preservative-Treated Wood Containing Arsenic. Borrower may not purchase preservative-treated wood products containing arsenic until the Deed of Trust has been fully reconveyed unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" will mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Borrower may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted

by the Department of the Environment. This provision does not preclude Borrower from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" will mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

12. Submitting False Claims; Monetary Penalties. Any borrower, grantee, contractor, subcontractor or consultant who submits a false claim will be liable to the City for the statutory penalties set forth in that section. A borrower, grantee, contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the borrower, grantee, contractor, subcontractor or consultant:

- (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval;
- (b) knowingly makes, uses or causes to be made or used a false record or statement to get a false claim paid or approved by the City;
- (c) conspires to defraud the City by getting a false claim allowed or paid by the City;
- (d) knowingly makes, uses or causes to be made or used a false record or statement to conceal, avoid or decrease an obligation to pay or transmit money or property to the City; or
- (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

13. Sunshine Ordinance.

(a) Borrower acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, grantee's bids, responses to Requests for Proposals (RFPs) and all other records of communications between City and persons or entities seeking contracts, will be open to inspection immediately after a contract has been awarded. Nothing in such Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Borrower that is covered by such Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request. Further, Borrower specifically agrees that any meeting of the governing body of its general partner/manager that addresses any matter relating to the Project or to Borrower's performance under this Agreement will be conducted as a passive meeting.

(b) By executing this Agreement, Borrower agrees to comply with the provisions of Chapter 12L of the San Francisco Administrative Code to the extent applicable.

(c) In accordance with the Citizen's Right to Know Act of 1998 (S. F. Admin. Code Chapter 79), no officer, department, board or commission of the City may approve a City Project, as defined in Chapter 79, unless a sign has been posted on the applicable property

at least fifteen (15) days before approval. A City Project is a project that involves new construction, a change in use or a significant expansion of an existing use where the City funding for the project is \$50,000 or more. If the Loan will be used for a City Project, this Agreement will not become effective until fifteen (15) days following the posting of the requisite sign, or, in the alternative, thirty (30) days following the delivery of written notices to residents and owners within 300 feet of the Site, and the City will have the right to nullify or revoke this Agreement without cost or liability of any sort whatsoever at any time before that date. If Borrower believes that this Agreement relates to a City Project and that the requisite sign has not been posted, Borrower will notify the City so that the City may determine the applicability of Chapter 79, and, if necessary, post the requisite sign.

14. Prohibition on Use of Public Funds for Political Activities. Borrower will comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Borrower is subject to the enforcement and penalty provisions in Chapter 12G.

15. Nondisclosure of Private Information. Borrower has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information", and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Borrower agrees that any failure of Borrower to comply with the requirements of Section 12M.2 of this Chapter will be a material breach of the Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement, bring a false claim action against Borrower pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar Borrower.

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

(a) Borrower will remove all graffiti from any real property owned or leased by Borrower in the City and County of San Francisco within forty eight (48) hours of the earlier of Borrower's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Borrower to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" will not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art

Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

(b) Any failure of Borrower to comply with this section of this Agreement will constitute an Event of Default of this Agreement.

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

18. Consideration of Criminal History in Hiring and Employment Decisions.

(a) Borrower agrees to comply fully with and be bound by all of the provisions of Chapter 12T “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at www.sfgov.org/olse/fco. A partial listing of some of Borrower’s obligations under Chapter 12T is set forth in this Section. Borrower is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement will have the meanings assigned to such terms in Chapter 12T.

(b) The requirements of Chapter 12T will only apply to a Borrower’s or Subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, will apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, will apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and will not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

(c) Borrower will incorporate by reference in all subcontracts the provisions of Chapter 12T, and will require all subcontractors to comply with such provisions. Borrower’s failure to comply with the obligations in this subsection will constitute a material breach of this Agreement.

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

(e) Borrower or Subcontractor will not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection

16.16(d), above. Borrower or Subcontractor will not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

(f) Borrower or Subcontractor will state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Borrower or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

(g) Borrower and Subcontractors will post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Borrower or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice will be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

(h) Borrower understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City will have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

19. Food Service Waste Reduction Requirements. Borrower agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Borrower agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Borrower agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount will not be considered a penalty, but rather agreed monetary damages sustained by City because of Borrower's failure to comply with this provision.

20. Bottled Drinking Water. Unless exempt, Borrower agrees to comply fully with and be bound by all of the provisions of the San Francisco Bottled Water Ordinance, as set forth in San Francisco Environment Code Chapter 24, including the administrative fines, remedies, and implementing regulations provided therein, as the same may be amended from time to time. The provisions of Chapter 24 are incorporated herein by reference and made a part of this Agreement as though fully set forth.

21. Public Power. From and after the effective date of the Ground Lease, Borrower will procure water and sewer service from the City and electricity, telephone, natural gas, and any other utility service from the City or utility companies providing such services, and will pay all connection and use charges imposed in connection with such services. From and after the effective date of the Ground Lease, as between the City and Borrower, Borrower will be responsible for the installation and maintenance of all facilities required in connection with such utility services to the extent not installed or maintained by the City or the utility providing such

service. All electricity necessary for operations on the Site will be purchased from the San Francisco Public Utilities Commission ("PUC"), at PUC's standard rates charged to third parties, unless PUC determines, in its sole judgment, that it is not feasible to provide such service to the Premises. PUC is the provider of electric services to City property, and the Interconnection Services Department of SFPUC's Power Enterprise coordinates with Pacific Gas and Electric Company and others to implement this service. To arrange for electric service to the Site, Borrower will contact the Interconnection Services Department in the Power Enterprise of the SFPUC.

22. Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Borrower will comply with the applicable requirements of the Local Business Enterprise Utilization and Non-Discrimination in Contracting Ordinance under Administrative Code Chapter 14B ("LBE Ordinance") and will incorporate such requirements in contracts with any Contractors and Subcontractors.

23. Contractor Vaccination Policy. Borrower shall comply with the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration"), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator ("Contractor Vaccination Policy"), as those documents may be amended from time to time. The requirements stated in the Emergency Declaration and Contractor Vaccination Policy are material terms and conditions of this Agreement, which include but are not limited to, the following:

(a) Borrower shall identify its Covered Employees who are or will be performing Work or Services under this Agreement, and shall inform them of the COVID-19 vaccination requirements stated in the City's Contractor Vaccination Policy and the Emergency Declaration.

(b) Borrower shall maintain a list of its Covered Employees by name and position, which list shall not include the employees' vaccination status. Borrower shall update the list as needed to show all current Covered Employees, and Borrower shall provide that list to the City on request.

(c) Borrower shall be responsible for determining the vaccination status of any Covered Employees working for their subcontractors under this Agreement. Borrower shall ensure that its covered subcontractors submit required information to the Borrower respecting their compliance with the Contractor Vaccination Policy.

(d) Borrower previously submitted to the City the Attestation Form confirming its compliance with the Contractor Vaccination Policy, including Attachment A thereto respecting any medical or religious vaccination exemptions granted to their Covered Employees. Borrower will submit an updated Attachment A if Borrower assigns a new Covered Employee to work on the contract who is eligible for an exemption under the Vaccination Policy.

(e) Borrower shall coordinate with the City to confirm that the City can safely accommodate at its worksite any Covered Employee for whom the Borrower has granted a medical or religious vaccination exemption, which may include ensuring that exempt employees who are accommodated comply with any required health and safety protocols.

EXHIBIT F
Lobbying/Debarment Certification Form

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This lobbying certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

3. Neither the undersigned nor its principals is listed by the General Services Administration as debarred, suspended, ineligible or voluntarily excluded from receiving the Funds on the Agreement Date. The undersigned will review the list to ensure that any contractor or subcontractor who bids for a contract in excess of \$100,000 is not debarred, suspended, ineligible or voluntarily excluded from participating in federal programs and activities and will obtain the certification of each contractor or subcontractor whose bid is accepted that such contractor or subcontractor is not debarred, suspended, ineligible or voluntarily excluded from participating in federal programs and activities.

NEW ASIA HOUSING, L.P.,
A California limited partnership

By: New Asia Housing LLC.
a California limited liability
corporation

Its: General Partner

By: Chinatown Community Development
Center, a California nonprofit public
benefit corporation

Its: Sole Member/Manager

By: _____
Malcolm Yeung
Executive Director

DATE: _____

EXHIBIT G
Form of Annual Monitoring Report

[To be attached]

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



London N. Breed
Mayor

Eric D. Shaw
Director

October 21, 2020

Notice of Availability of 2020 Annual Monitoring Report Form
(plus reminders of Marketing Procedure and Serious Incident Protocol)

The Mayor's Office of Housing and Community Development (MOHCD) is pleased to announce the availability of the Annual Monitoring Report (AMR) forms for Reporting Year 2020 (RY2020). The forms are now available to be downloaded from the [Asset Management page](#) of the MOHCD web site. In addition, training videos on how to complete the AMR are available. See below for more information.

IMPORTANT INFORMATION RELATED TO COVID-19

MOHCD recognizes the impact that the COVID-19 crisis is having on the organizations that we support, especially those providing essential services. It is vitally important to take measures to protect your staff, residents and clients from contracting and spreading COVID-19. We urge all affordable housing owners and managers to follow the guidelines, recommendations and orders from the U.S. [Centers for Disease Control](#), the [State of California](#) and the San Francisco [Department of Public Health](#). MOHCD is also taking action to address the needs of the projects under our purview:

- MOHCD [published a memo](#) clarifying MOHCD's current Operating Reserves requirements.
- MOHCD extended the 2020 AMR due date by one month (see below for detailed info) for projects whose business year ran from 7/1/2019 to 6/30/2020.

MOHCD is allowing project sponsors to retain a larger share of 2020 surplus cash/residual receipts than is allowed under their financing agreements with MOHCD. For more information, read the notice regarding the [COVID-19 Allowance](#). This opportunity is limited to projects whose business year ran from 7/1/2019 to 6/30/2020. The COVID-19 Allowance may not be available to some projects that are subject to MOHCD financing, regulatory or ground lease agreements that include limits on distributions of surplus cash/residual receipts. To benefit from the Allowance, owners of such projects will have to request amendments to those agreements that would remove such limits. For more information, read the ["Notice Regarding Option to Remove Caps on Distributions of Residual Receipts."](#)

If this crisis is preventing you from responding thoroughly and quickly to any request from MOHCD, please do whatever you can to let us know of your limitations and to propose alternatives. Thank you for everything that you are doing on behalf of the people your organization serves and for all of the people of San Francisco.

Deadline: For projects whose business year ended June 30, 2020, the report will be due on January 8, 2021, for the period 7/1/2019-6/30/2020, unless noted otherwise in a project-specific notice sent by MOHCD. For any projects whose 2020 business year ended or will end on different dates than those above, the report will be due 5 months from the last date of that business year.

Completion and Submission Instructions

The Annual Monitoring Report consists of the following four parts:

I. AMR_RY2020 – project name.xlsx – This is a Microsoft Excel spreadsheet that is comprised of the following worksheets:

Instructions	3C. Demographic Summary
1A. Property & Residents	4. Narrative
1B. Transitional Programs	5. Project Financing
1C. Eviction Data	6. Services Funding
2. Fiscal Activity	7. Supplementary Audit Information
3A. Occupancy & Rent Info	Required by MOHCD
3B. Demographic Information	➤ Completeness Tracker

Provide all applicable information that is requested in worksheets 1-7. Use the Instructions to help you complete each form and the Completeness Tracker to help you to determine when each worksheet is complete.

Use Question #1 on the Narrative worksheet to explain any data that you provide that may be unclear or better understood with additional information. In addition, certain questions in this report prompt you to supply an explanation for your answers on the Narrative worksheet. *Failure to supply the required explanation will render your submission incomplete.*

Submit this report as an Excel file only; do not convert it to pdf or another file type. Changing the format of AMR_RY2020.xlsx without MOHCD's prior approval is not allowed. Do not overwrite any validations for any of the cells, alter any formulas or add or delete any rows or columns. If you need to revise the form in order to successfully complete the report, submit a request to moh.amr@sfgov.org.

II. Owner Compliance Certification Form and Documentation of Insurance

The certification form is a Microsoft Word document that must be completed, signed and dated by the Executive Director (or other authorized officer) of the entity that owns the project. Scan the form along with documentation of insurance and email it to MOHCD as a single document. For each project, you must provide certificates of liability insurance *and* property insurance that are *current as of the date of submittal of the AMR*.

III. Audited Financial Statements

Provide financial statements for the project for Reporting Year 2020. They must be prepared by a certified public accountant in accordance with generally accepted accounting principles, applicable regulations and laws and with the City's "[Audit Requirements for MOHCD-Funded Projects](#)" a copy of which is posted on [MOHCD's Asset Management web page](#). If the project is owned by a single asset entity, provide separate financial statements just for the project, otherwise provide audited statements for the parent corporation. Also include copies of any Management Letters and special notes from the auditor that pertain to the property and the financial statements.

MOHCD's audit requirements call for the preparation of a supplemental section to the financial statements that includes the following:

- schedule of operating revenues
- schedule of operating expenses
- computation of cash flow/surplus cash
- summary of project reserve activity

The supplemental section may be prepared by using worksheet #7 of the AMR or a form generated by the accounting system of the project owner or the auditor.

IMPORTANT: Audited financial statements are a required submittal of the Annual Monitoring Report. Do not submit the AMR until the audit has been finalized. AMRs that are submitted without an audit or with a draft audit will not be accepted.

IV. Waiting List

Submit a copy of the project's waiting list that is current as of the date of submittal. The waiting list must include the following information for each person or household who has applied to live at the project and is still waiting to be considered for an available unit:

- name of head-of-household
- contact information
- date of application
- number of people in the household

- stated household income
- desired unit size

This requirement is not applicable to transitional housing projects, residential treatment programs, shelters, group homes or permanent supportive housing for homeless people that is leased through a closed referral system.

Completed AMRs must be submitted electronically, via *one email message per project* to moh.amr@sfgov.org. If the documents that comprise the report are too large to attach to a single email, compress the files into a zip file and attach it to the email.

AMR Training – On-Demand Videos

To facilitate completion of the AMR by project sponsors, MOHCD has created training videos that provide step-by-step instructions on how to complete the Excel reporting form and how to submit the report overall. There are ten video modules that vary in length from two to 30 minutes and may be viewed on-demand from the [Asset Management page](#) of the MOHCD web site. We strongly encourage all persons who are involved in preparing the AMR to watch the videos. If you experience any technical difficulties with accessing and viewing the videos, please contact Ricky Lam at ricky.lam@sfgov.org or 415-701-5542.

Marketing Procedure for Available Units and Waiting List Openings

Before advertising the availability of units for lease in a project or the opening of the waiting list, owners and property managers *must* notify MOHCD of this action by completing a [Marketing Plan Template](#) and submitting it to the assigned staff person on MOHCD's asset management and compliance monitoring team. The template is available on the [Asset Management page](#) of our web site, under "Marketing Requirements for MOHCD-Financed Multifamily Rental Projects." Once the marketing plan is approved, MOHCD will post information about the available units or opening of the waiting list on [DAHLIA](#) – the City's internet portal where members of the public may get information and apply for affordable housing. General information for people seeking affordable housing in San Francisco can also be found on our web site at [this location](#).

Serious Incident Protocol

To ensure that MOHCD is kept informed of serious incidents that occur at projects financed by this office, we have established the following protocol for reporting serious, negative events such as accidents, criminal activity or equipment failure. The report should be filed only after emergency procedures have been followed and the situation has been stabilized.

MOHCD requests that owners of projects financed by this office notify us in writing if a serious incident occurs at their properties and meets one or more of the following parameters:

- Involves serious injury or death
- Is a serious, violent crime that involves a major police action (e.g. shooting)
- Causes the building or a significant number of units to be off-line
- Requires a resident to move out of a unit one month or longer
- Damage to the building is significant enough to require the use of reserves

The owner should notify the MOHCD asset manager assigned to the project and provide the following information:

- The date of the incident
- A description of the incident
- A description of what has been and is being done in response
- The name, phone and email of the staff that should be contacted if there are questions
- Confirmation that 1) the property insurance is current and 2) the insurance company has been contacted; a brief summary of their response, if available
- Statement of whether or not the organization plans to use the project's reserves to pay for corrective action

Asset Management Team

MOHCD 1 South Van Ness Avenue, 5th Floor San Francisco, CA 94103

<http://sfmohcd.org> P. 415-701-5500 F. 415-701-5501

**Owner Compliance Certification and Insurance & Tax Certification Form
2020 Annual Monitoring Report
San Francisco Mayor's Office of Housing and Community Development**

***** This form must be completed by Project Owner or authorized agent. *****

Complete this form, sign and date it, scan it along with current liability and property insurance certificates into a single PDF file, then email the file along with AMR_RY2020 – project name.xlsx, audited financial statements, and current waiting list to moh.amr@sfgov.org.

Project Name: _____

Project Street Address: _____

Reporting Period – Start Date: _____ End Date: _____

Owner Compliance Certification

The undersigned owner, having received housing development funds pursuant to a housing development program funding agreement/s entered into with the City and County of San Francisco ("CCSF") for the purpose of purchasing, constructing and/or improving low-income housing, does hereby certify as follows:

*Initial all statements below, and supply data to make the statement complete where needed (look for underlined blanks; e.g.: ____). **For any statements that are not true or require additional clarification, you must supply a detailed explanation on the Annual Monitoring Report Narrative Worksheet.** The failure to provide a conforming response to all statements below will render incomplete the entire Annual Monitoring Report ("AMR") submission for this project, which may result in a default condition under the funding agreement/s, and also subject the owner to scoring penalties in future efforts to obtain funding from MOHCD for this project and any other project.*

	True	False	
1			The CCSF Mayor's Office of Housing and Community Development ("MOHCD") has been alerted by the owner prior to any actions taken by the owner that affect the value of the property associated with this project, including but not limited to the establishment of any liens or encumbrances on the property; and, where required, the owner has obtained written authorization from MOHCD prior to taking any such actions.
2			The undersigned is not in default of the terms of any Agreements with CCSF for this project, nor has it been in default on any other loans, contracts or obligations on this property during the reporting period.
3			The undersigned has not been the subject of any actions relating to any other loans, contracts or obligations on this property which might have a material adverse financial impact on the property.
4			The owner has not lost or failed to renew funding for supportive services for the project during the reporting period and has made available (or caused to be made available through another party) all supportive services that are required by existing, applicable funding and regulatory agreements.
5			The owner has not lost or failed to renew funding for operating subsidy/ies for the project during the reporting period.
6			For any existing operating subsidies supporting the project, during the reporting period, the owner submitted a request for the maximum increase possible.
7			The owner has paid all taxes due for the reporting period and prior reporting periods.
8			The undersigned has marketed the units in the manner set forth in the marketing and resident selection provisions of the funding agreement/s entered into with CCSF.

Owner Compliance Certification and Insurance & Tax Certification Form
2020 Annual Monitoring Report
San Francisco Mayor's Office of Housing and Community Development

	True	False	
9			The project has met affordability and other leasing provisions set forth in the funding agreement/s entered into with CCSF during the entire reporting period. As of the end date of the reporting period, _____ units (<i>supply exact number</i>) were occupied or held vacant and available for rental by low-income tenants meeting the income qualifications pursuant to the funding agreement/s entered into with CCSF.
10			The undersigned has obtained a tenant income certification and/or third party documentation to support that certification from each tenant household occupying a unit restricted to occupancy by income-qualified tenants. All income certifications are maintained onsite with respect to each qualified tenant who resides in a unit or resided therein during the immediately preceding business year.
11			The total charges for rent and a utility allowance to each income-qualified tenant in a restricted unit do not exceed the maximum rent specified in the funding agreement/s entered into with CCSF as adjusted by the most recent HUD income and rent figures, which have been taken from the figures that are supplied by MOHCD on its website.
12			All withdrawals from the replacement and operating reserve accounts have been made in accordance with the MOHCD funding agreement/s, unless approved in writing by MOHCD.
13			Security deposits required of tenants of the project are in accordance with applicable laws and the funding agreement/s entered into with CCSF.
14			The undersigned has obtained and will maintain insurance policies in accordance with requirements of the funding agreement/s entered into with CCSF as may be reasonably updated from time to time, and has supplied with this AMR certificates of insurance that are current through the end of the reporting period.
15			The undersigned has maintained the units and common areas in a decent, safe and sanitary manner in accordance with all local health, building, and housing codes and in accordance with the HUD Housing Quality Standards.
16			The data submitted in Section 1A – Property & Residents of the Annual Monitoring Report regarding any violation/s of any health, building, or housing codes is complete and accurate; all required copies of violations/citations that were not resolved by the end of the reporting periods are also included with this AMR submission.
17			The undersigned has made best efforts to: (a) keep the units in good repair and available for occupancy; (b) keep the Project fully rented and occupied; and (c) maximize rental revenue at the Project by increasing tenant rents, and if applicable, contract rents and commercial rents, the maximum amount permitted under all current regulatory agreements, contracts, regulations and leases, without causing undue rent burden on residential tenants.
18			All questions in the Annual Monitoring Report submitted for this reporting period have been answered fully and truthfully; answers have been supplied for all of questions requiring detailed responses on the Annual Monitoring Narrative Worksheet and any related documents have been submitted as attachments.
19			The project has received additional equity proceeds in the amount of \$_____ (<i>supply amount</i>) from low-income housing tax credit investors during the reporting period.
20			Accurate information has been provided in Worksheet 2 - Fiscal Activity about any Federal Program Income earned by this project during the reporting period.
21			Any amounts charged as Asset Management Fees are reflected accurately under Income & Expenses in Worksheet 2 - Fiscal Activity of the Annual Monitoring Report, and all such amounts have been used exclusively toward asset management of this

**Owner Compliance Certification and Insurance & Tax Certification Form
2020 Annual Monitoring Report
San Francisco Mayor's Office of Housing and Community Development**

	True	False	
			project. Asset Management Fees taken beyond pre-approved levels have been documented as required in response to question 7 in Section 4 - Narrative.
22			The calculation of cash flow in Worksheet 2 - Fiscal Activity accurately reflects all expenses incurred and income earned, and the proposed distribution of any Residual Receipts would be in accordance with all relevant agreements and policies.
23			The Waiting List that has been submitted with the 2020 Annual Monitoring Report is an accurate and correct record as of the last day of the reporting period of the households who have applied to live at the Project, including the name of the head-of-household (or a suitable alternative), date of application, number of people in the household, stated household income and desired unit size.

Property and Liability Insurance

Enter the information requested below, and attach a current copy (each) of the Property and Liability Insurance Certificates. SCAN the documents and send them as an attachment along with the complete AMR to MOHCD via e-mail to: moh.amr@sfgov.org.

Property Insurance		
	Property Street Address:	
	Policy Number:	
	Policy Effective Date:	
	Policy Expiration Date:	
Liability Insurance		
	Property Street Address:	
	Policy Number:	
	Policy Effective Date:	
	Policy Expiration Date:	

Tax Certification

Enter the information requested below. You do **NOT** need to submit copies of the invoice or checks used to pay the tax.

Property Tax		
	Tax Year:	
	Amount of Tax Paid:	
	Date Paid:	
	Amount outstanding from taxes due for Reporting Period:	
	Amount outstanding from taxes due prior to Reporting Period:	

***** This form must be completed by Project Owner or authorized agent. *****

The undersigned, acting under authority of the ownership of this project, executes this Certification, subject to the pains and penalties of perjury, and certifies that the foregoing is true and correct in all respects.

Signature: _____ Date: _____

Name: _____ Title: _____

Annual Monitoring Report - Instructions - Reporting Year 2020 - Mayor's Office of Housing & Community Development

The instructions and definitions below are organized by the worksheets contained within this Annual Monitoring Report. Please review the instructions below and within each worksheet thoroughly as instructions may have changed.

Updated 12/21/2020

1A. Property & Residents

Please follow the instructions provided on the worksheet.

1B. Transitional Programs Only

Use this worksheet to report the activity only of a transitional housing program, including program capacity, number of people served, length of stay and destination upon exit. Please follow the instructions provided on the worksheet.

1C. Eviction Data

MOHCD is required to collect this data by San Francisco Administrative Code Sections 20.500-20.508. Please follow the instructions provided on the worksheet.

2. Fiscal Activity

Income and Expenses

The purpose of the Income and Expenses form is to track actual income and expenses over the reporting period. In addition to the instructions below, please follow instructions provided on the worksheet.

INSTRUCTIONS:

Column B - "Description of Income Accounts" and "Description of Expense Accounts". A complete description of the Income Accounts and Expense Accounts are provided below. Refer to the descriptions when completing the Fiscal Activity Worksheet. The Chart of Accounts uses account categories prescribed by generally accepted accounting principles and closely follows accounts prescribed by HUD, the State of California's Housing and Community Development Department, and the City's Quarterly Program Income Worksheet.

Column D - "Account Number". Each number represents an account in the Chart of Accounts, see below for more info.

Column F - "Residential". This column is for the essential recurring income and expenses related to the operation of a rental housing property, group home, project serving special needs populations or a transitional housing program.

Column H - "Non-Residential". This column is used to report income and expenses related to commercial space or other non-residential space in a project.

Income

Rental Income

5120 Housing Units Gross Potential Tenant Rents. This account records gross rent payable by the tenant for all residential units. Offsetting debits to this account are Account 6331, Administrative Rent Free Unit.

5121 Rental Assistance Payments. This account records rental assistance payments received or earned by the project through the LOSEP, HUD Section 8 program (project-based or tenant-based assistance), HUD Section 202/811 programs, Shelter Plus Care program, HOPWA program, Rent Supplement, HOME Tenant-Based Assistance and VASH.

5140 Commercial Unit Rents. This account records gross rental income from stores, offices, rented basement space, furniture and equipment or other commercial facilities provided by the property.

Vacancy Loss

5220 Rent Income - Residential Units Vacancy Loss. ENTER AS NEGATIVE NUMBER. This account records total loss of residential rental income due to vacant residential units.

5240 Rent Income - Commercial Units Vacancy Loss. ENTER AS NEGATIVE NUMBER. This account records total loss of commercial rental income due to vacant commercial units.

Other Income

5170 Garage and Parking Spaces. This account records the gross rental income from all garage and parking spaces.

5190 Miscellaneous Rent Income. This account records gross rental income expectancy not otherwise described above.

5300 Supportive Services Income. Accounts in this series are used primarily by group home projects or other projects restricted to a special needs population (e.g., group home for mentally disabled or senior apartments). These accounts record revenues received or payable (other than rents) for services provided to tenants (e.g., meal services, housekeeping, etc.). Supportive service-related expenses are charged to accounts in the 6900 series. Enter the total of all revenues received or payable, and identify the source(s) of the income in cell D39.

5400 Interest Income - Project Operations. This account records interest income received or accrued on the Project Operating Account/s; DO NOT RECORD interest earned on the Replacement Reserve or Operating Reserve here.

5910 Laundry and Vending. This account records project revenues received from laundry and vending machines owned or leased by the project.

5920 Tenant Charges. This account records charges collected from tenants for damages to apartment units and for fees paid by tenants for cleaning of an apartment unit (other than regular housekeeping services), any security deposits forfeited by tenants moving out of the project and charges assessed to tenants for rent checks returned for insufficient funds and for late payment of rents.

5990 Other Revenue. This account records project revenue not otherwise described in the above revenue accounts.

Expenses **Management**

6320 Management Fee. This account records the cost of management agent services contracted by the project. This account does not include charges for bookkeeping or accounting services paid directly by the project to either the management agent or another third party.

Salaries/Benefits

6310 Office Salaries. This account records salaries paid to office employees whether the employees work on site or not. Front-line responsibilities include for example, taking applications, verifying income and processing maintenance requests. The account does not include salaries paid to occupancy, maintenance and regional supervisors who carry out the agent's responsibility for overseeing or supervising project operations and personnel. These salaries are paid from the management fee. This account also does not include the project's share of payroll taxes (Account 6711) or other employee benefits paid by the project.

6330 Manager's Salary. This account records the salary paid to property managers. It does not include the project's share of payroll taxes or other employee benefits or compensation provided to residents managers in lieu of residents managers' salary payments.

6723 Employee Benefits: Health Insurance & Disability Insurance. This account records the cost of employee benefits paid and charged to the project for health insurance and disability insurance.

XXXX Employee Benefits: Retirement & Other Salary/Benefit Expenses. This account records the cost of employee benefits paid and charged to the project for retirement and any other employee salary/benefits.

6331 Administrative Rent Free Unit. This account records the contract rent of any rent free unit provided to a resident manager which would otherwise be considered revenue producing.

Administration

6210 Advertising and Marketing. This account records the cost of advertising the rental property.

6311 Office Expenses. This account records office expense items such as supplies, postage, stationery, telephone and copying.

6312 Office Rent. This account records the rental value of an apartment, otherwise considered potentially rent-producing, but used as the project office or as a model apartment. The account is normally debited by journal entry.

6340 Legal Expense - Property. This account records legal fees or services incurred on behalf of the project (as distinguished from the borrower/grantee entity). For example, agents charge legal fees for eviction procedures to this account.

6350 Audit Expense. This account records the auditing expenses incurred by the project that are directly related to requirements for audited financial statements and reports. This account does not include the auditor's charge for preparing the borrower/grantee's Federal, State and local tax returns. This account does not include the cost of routine maintenance or review of the project's books and records.

6351 Bookkeeping Fees/Accounting Services. This account records the cost of bookkeeping fees or automated accounting services not included in the management fee but paid to either the agent or a third party.

6370 Bad Debts. This account records by journal entry the amount of tenant accounts receivable that the agent estimates uncollectible at the end of the accounting period.

6390 Miscellaneous Administrative Expenses. This account records administrative expenses not otherwise classified in the 6300 Series. If the project had miscellaneous administrative expenses greater than \$10,000, a detailed itemization of these expenses must be provided in the Narrative worksheet.

Utilities

6450 Electricity

6451 Water

6452 Gas

6453 Sewer

Taxes and Licenses

6710 Real Estate Taxes. This account records payments made for real estate taxes of the project.

6711 Payroll Taxes (Project's Share). This account records the project's share of FICA and State and Federal Unemployment taxes.

6790 Miscellaneous Taxes, Licenses and Permits. This account records any taxes, licenses, permit fees or costs of insurance assessed to the property and not otherwise categorized in the 6700 Series.

Insurance

6720 Property and Liability Insurance. This account records the cost of project property and commercial general/auto liability insurance.

6721 Fidelity Bond Insurance. This account records the cost of insuring project employees who handle cash.

6722 Workers' Compensation. This account records the cost of workers' compensation insurance for project employees.

6724 Directors and Officers Liabilities Insurance. This account records the cost of insurance to cover financial protection for the directors and officers of the ownership entity in the event they are sued in conjunction with the performance of their duties as they relate to the property.

Maintenance and Repairs

6510 Payroll. This account records the salaries of project employees whose perform services including but not limited to janitorial/cleaning, exterminating, grounds, repairs, elevator maintenance and decorating. This account does not include the property's share of payroll taxes (FICA and Unemployment) or other employee benefits paid by the property.

6515 Supplies. This account records all cost of supplies charged to the property for janitorial cleaning, exterminating, grounds, repairs and decorating.

6520 Contracts. This account records the cost of contracts the owner or agent executes with third parties on behalf of the property for janitorial/cleaning, exterminating, grounds, repairs, elevator maintenance and decorating.

6525 Garbage and Trash Removal. This account records the cost of removing garbage and rubbish from the project. The account does not include salaries paid to janitors who collect the trash.

6530 Security Payroll/Contract. This account records the project's payroll costs attributable to the protection of the project or the costs of a protection contract that the owner or agent executes on behalf of the project.

6546 HVAC Repairs and Maintenance. This account records the cost of repairing and maintaining heating or air conditioning equipment owned by the project. Agents should capitalize repairs of significant amounts which extend the useful life of the equipment.

6570 Vehicle and Maintenance Equipment Operation and Repairs. This account records the cost of operating and repairing project motor vehicles and maintenance equipment. Motor vehicle insurance is not included in this account but is charged to account 6720.

6590 Miscellaneous Operating and Maintenance Expenses. This account records the cost of maintenance and repairs not otherwise classified in the 6400 and 6500 account Series. If the project had miscellaneous operating and maintenance expenses greater than \$10,000, a detailed itemization of these expenses must be provided in the Narrative worksheet.

Supportive Services

6900 Supportive Service Expenses. Accounts in this series are used primarily by group home projects and other projects restricted to a special needs population. The accounts record expenses directly related to special services provided to the tenants (e.g., food, housekeeping, case managers, social activity coordinator, etc.).

Reserve Account Activity

1320 Replacement Reserve Required Annual Deposits. This account records the required amount of deposits made to a segregated Replacement Reserve bank account from the project's Operating Account during the reporting period. See below for more guidance about data entry required for replacement reserve eligible expenditures.

1365 Operating Reserve Deposits. This account records amount of deposits made to a segregated Operating Reserve bank account from the project's Operating Account during the report period.

XXXX Operating Reserve Account Withdrawals. Enter the total amount of withdrawals made from the Operating Reserve, which will be deposited into the project's Operating Account during the reporting period.

1330 Other Reserve Accounts - Deposits. This account records amount of deposits made to segregated reserve bank accounts not identified above during the report period. Deposits are assumed to have been funded by the project's operating account and will decrease the surplus cash amount in row 136. You should provide the name of the account in cell D132.

XXXX Other Reserve Accounts - Withdrawals. This line is used to record the amount of withdrawals made from other segregated reserve bank accounts during the reporting period. Withdrawals entered are assumed to have been deposited into the project's operating account and will increase the surplus cash amount in row 136. You should provide the name of the account in cell D133.

3A. Occupancy & Rent Info

Accurate and complete household and tenancy data must be submitted on the Occupancy & Rent Info worksheet as evidence that the project complies with the income eligibility and rent affordability restrictions of MOHCD's funding agreements. Enter the data described below into the chart in Section 3A - Occupancy & Rent Info for the tenant population that occupied the project as of the end of the reporting period.

- **NEW:** for each VACANT unit, in column D, enter the unit number, follow by "- Vac". For example, if Unit 201 was vacant, in column D, enter "201 - Vac."
- Identify manager's unit with the unit number, follow by "- Mgr". For example, if the manager occupies Unit 501, in column D, enter "501 - Mgr."
- For vacant units and manager's units, you must supply data in columns D, E, P, R and T. All other columns should be left blank.

COLUMN	DESCRIPTION

C.	Row Number. Do not enter data in this column.

D.	Unit No. Enter the unit number (or bed number for transitional or group housing) for each unit/bed in the property.

E.	Unit Type. Use the drop down menu to select the unit type (also shown below):

Bed = (measurement for Group homes or transitional housing)

"SRO" = Single Room Occupancy unit

"Studio" = Studio unit

"1BR" = 1 Bedroom unit

"2BR" = 2 Bedroom unit
"3BR" = 3 Bedroom unit
"4BR" = 4 Bedroom unit
"5+BR" = 5 or more Bedroom unit

F. **Is the Unit Fully-Accessible or Adaptable?** Use the drop down menu to indicate which

"Accessible - Mobility" = The unit is fully-accessible for persons with mobility impairment.

"Accessible - Communication" = The unit is fully-accessible for persons with visual and hearing impairment.

"Mobility & Communication" = The unit is fully-accessible for persons with mobility, visual and hearing impairment.

"Adaptable" = The unit was designed to be accessible, but some accessibility features may have been omitted or concealed.

"Not Accessible or Adaptable" = Not Accessible or Adaptable.

G. **Date of Initial Occupancy.** Enter the date when the tenant occupied their *first unit in the project*. For tenants who have transferred to another unit in the project, this date will be different than the date when they moved into their current unit.

H. **Household Annual Income at Initial Occupancy.** Enter the tenant's annual household income from the initial income certification that was done before they moved into their *first unit in the project*. For tenants who have transferred to another unit in the project, this amount will be different than the amount from the certification that was done when they moved into their current unit.

I. **Household Size at Initial Occupancy.** Enter the number of people that was in the tenant's household when they occupied their first unit in the project. For tenants who have transferred to another unit in the project, this number may be different than it was when they moved into their current unit.

J. **Date of Most Recent Income Recertification.** Enter date of most recent income recertification. Leave blank for vacant units.

K. **Household Annual Income as of Most Recent Recertification within reporting period.** Enter annual income of the household from the most recent recertification. OK to leave blank ONLY if ALL funders do not require annual income recertifications.

L. **Household Size as of Most Recent Recertification within reporting period.** Enter the number of occupants in the unit from the most recent recertification within the reporting period.

M. **Minimum Occupancy for Unit Type.** The data here is automatically entered from items 25-31 on Worksheet #1A.

N. **Maximum Occupancy for Unit Type.** The data here is automatically entered from items 25-31 on Worksheet #1A.

O. **Overhoused or Overcrowded?** The data here is automatically generated based on entries in column K and on items 26-32 on Worksheet #1A.

P. **Overhoused or Overcrowded - Narrative** A household is "Overhoused" if there are fewer people residing in the unit than the minimum occupancy. "Overcrowded" means that there are more people residing in the unit than the maximum occupancy. If the data in column N indicates that the household is overhoused or overcrowded, please describe any extenuating circumstances that justify the overhoused/overcrowded status and summarize efforts that you have made to transfer the tenant to a unit that is appropriate for the size of the household, if applicable.

Q. **Is this Unit a HOPWA set-aside unit? (yes/no).** "HOPWA set-aside" units are required when HOPWA capital funding is used to acquire, construct or rehab a project.

R. **Rental Assistance.** From the drop-down menu, select one code only to indicate the type of assistance, if any, being provided to the tenant (low-income units only). Select "None" if no rental assistance comes with the unit or none is provided to the tenant.

"RAD - PBV" = As a result of a RAD (Rental Assistance Demonstration) conversion, the project unit comes with a RAD Project-Based Section 8 subsidy that will remain with the unit after the tenant moves out.

"TPV" = As a result of a RAD (Rental Assistance Demonstration) conversion, the project unit comes with a HUD Tenant Protection Voucher subsidy to help prevent displacement and/or stabilize the property.

"Section 8 - Project Based" = The unit comes with Section 8 subsidy that will remain with the unit after the tenant moves out.

"Section 8 - Tenant Voucher" = Tenant is receiving assistance through the Section 8 Certificate or Voucher programs.

"PRAC - 202" = The unit receives a subsidy through a Project Rental Assistance Contract from HUD's 202 program.

"PRAC - 811" = The unit receives a subsidy through a Project Rental Assistance Contract from HUD's 811 program.

"S+C" = Tenant is receiving tenant-based assistance, or the unit has project-based assistance, from the Shelter Plus Care program.

"HOPWA" = The unit is a HOPWA-designated unit under the project funding from the Housing Opportunities for People With AIDS program. While HOPWA is not a source of tenant-based assistance, if the tenant is receiving any other form of subsidy, please report on the amount of Rental Assistance on this worksheet and note the source of the Rental Assistance in the Narrative section of the AMR.

"VASH" = Tenant is receiving tenant-based assistance, or the unit comes with project-based rental assistance, from the Veterans Administration Supportive Housing program.

"LOSP" = The unit receives a subsidy through the City's Local Operating Subsidy Program.

"DAH (DPH)" = The unit receives a subsidy through the City's Direct Access to Housing Program of DPH.

"HSA Master Lease" = The unit receives a subsidy through the City's Master Lease Program of the Human Services Agency.

"MHSA" = The unit receives a subsidy under CA HCD's Mental Health Services Act.

"HOME TBA" = Tenant receives assistance from a HOME-funded rental assistance program.

"Rent Supplement" = Tenant receives a supplemental rent payment from an outside agency.

"Other" = Tenant is receiving, or unit comes with, rental assistance through another Federal, State or local program.

- S. **Amount of Rental Assistance.** Enter the dollar amount of rental assistance that is paid on behalf of the household/tenant.
- T. **Amount of Maximum Gross Rent Allowed for Unit.** Enter the maximum rent for the unit that is allowed by the most restrictive funder of the project.
- U. **Amount of Tenant Paid Rent for Unit.** Enter only the amount of rent that the tenant pays. Do not include any rental assistance paid on behalf of the tenant by another party.
- V. **Utility Allowance.** If the tenant pays for utilities, enter the Utility Allowance allowed for the unit. Enter zero (0) if the Utilities are paid by the project.
- W. **Household Rent Burden.** THIS IS A SELF-CALCULATING CELL - ENTER NO DATA HERE. If the rent burden is 100% or greater, it is likely that the amount of tenant paid rent and/or the amount of HH income is incorrect, please review the data for accuracy. Typically, rent burdens should be 60% or less. If a unit has a rent subsidy, the typical requirement is for tenants to pay 30% of income toward rent.
- X. **Date of Most Recent Rent Increase within the Reporting Period.** ONLY FOR UNITS THAT DO NOT HAVE RENTAL ASSISTANCE OR SUBSIDY. Enter date of most recent rent increase for unit.
- Y. **Amount of Most Recent Rent Increase within the Reporting Period.** ONLY FOR UNITS THAT DO NOT HAVE RENTAL ASSISTANCE OR SUBSIDY. Enter amount of most recent rent increase for unit.
- Z. **Percentage of Most Recent Rent Increase.** THIS IS A SELF-CALCULATING CELL - ENTER NO DATA HERE.

3B. Demographic

Gender and Sexual Orientation: on June 30, 2017, MOHCD published and distributed a Notice regarding new requirements to collect this demographic data. Click this cell to review the [Notice](#) if you have any questions about this.

Gender. Provide info for the Head of Household. The 8 possible answers for Gender are:

- Female
- Male
- Genderqueer/Gender Non-binary
- Trans Female
- Trans Male
- Not listed
- Declined/Not Stated
- Question Not Asked

Sexual Orientation. Provide info for the Head of Household. The 7 possible answers for Sexual Orientation are:

- Bisexual
- Gay /Lesbian/Same-Gender Loving
- Questioning /Unsure
- Straight/Heterosexual
- Not listed
- Decline to Answer
- Not Stated

Elderly Household. For each residential unit, enter "Yes" if the anyone in the household is a person that is at least 62 years of age. Enter "No" if everyone in the household is younger than 62.

Number of Children Under Age 18 in Household. Enter the number of occupants in the unit that were under age 18 as of the end date of the reporting period.

Disability. If any members of the household have any of the listed disabilities, select the disability from the drop-down menu. Select "None" if the unit is not occupied by any tenants with a listed disability.

3C. Summary of Reported Household Demographics

No data entry required. Output based on information reported from Worksheets 3A and 3B.

4. Narrative

Please follow the instructions provided on the worksheet.

5. Project Financing

Supply the info requested about all current financing of the project. Lenders should be listed in lien order, i.e., with the most-senior lender in the first lien position, the most-junior lender in last lien position.

6. Services Funding

For each service that is provided based on your answers to questions 51-61 on Worksheet 1A, you must supply additional info about each service provider on Worksheet 6. Services Funding.

7. Supplementary Audit Information - Required by MOHCD

Use this template to satisfy the audit requirement for MOHCD-funded projects. Project Owners/auditors may enter data directly into this worksheet and then print it to create the required Supplemental Schedules in the Audited Financial Statement. Alternatively, the audit requirement may be satisfied by using a form generated by the Sponsor's accounting system, as long as the form includes all the elements contained within MOHCD's template.

Completeness Tracker

Use this worksheet to track your work and to verify that you have completed all required data entry.

Links to Relevant Policies

Double click on the following web links to access the policy documents posted at SFGOV for your reference. The web address of the pages on the web are included for manual navigation as well.

[MOHCD Forms Page at SFMOHCD.ORG](http://sfmohcd.org/documents-reports-and-forms)

<http://sfmohcd.org/documents-reports-and-forms>

[Program Income Overview](http://sfmohcd.org/sites/default/files/FileCenter/Documents/5141-MOH_ProIncomeOverview.pdf)

http://sfmohcd.org/sites/default/files/FileCenter/Documents/5141-MOH_ProIncomeOverview.pdf

[MOHCD Residual Receipt Policy](http://sfmohcd.org/sites/default/files/Documents/CURRENTResidualRecPolicy%202016.pdf)

<http://sfmohcd.org/sites/default/files/Documents/CURRENTResidualRecPolicy%202016.pdf>

[MOHCD Insurance Requirements Policy](http://sfmohcd.org/sites/default/files/FileCenter/Documents/5140-INSURANCE%20EXHIBIT%20K_2014-05-21.pdf)

http://sfmohcd.org/sites/default/files/FileCenter/Documents/5140-INSURANCE%20EXHIBIT%20K_2014-05-21.pdf

[MOHCD Operating Fees Policy](http://sfmohcd.org/sites/default/files/Documents/CURRENT%20OperatingFeesPolicy%202016.pdf)

<http://sfmohcd.org/sites/default/files/Documents/CURRENT%20OperatingFeesPolicy%202016.pdf>

**Annual Monitoring Report - Property & Residents - Reporting Year 2020 -
Mayor's Office of Housing & Community Development**

#	IDENTIFYING INFO				
1	Reporting Period Start Date (m/d/yyyy)				
2	Reporting Period End Date (m/d/yyyy)				
3	Property Name (select from drop down)				
4	Property Full Street Address (e.g. "123 Main Street")				
CONTACT INFO					
5	Sponsor Executive Director Name				
6	Phone Number				
7	E-mail				
8	Property Management Company				
9	Property Manager Name				
10	Phone Number				
11	E-mail				
12	Property Supervisor Name				
13	Phone Number				
14	E-mail				
15	Property Owner Name				
16	Property Owner Contact Person				
17	Phone Number				
18	E-mail				
19	Asset Manager Name				
20	Phone Number				
21	E-mail				
22	AMR Preparer's Name				
23	Phone Number				
24	E-mail				
PROPERTY/MARKETING INFO					
25	Is the project any of the following: Transitional Housing, Residential Treatment Program, Shelter or Transitional Group Home? (select "yes" or "no" from the drop-down menu to the left.) <i>If you answer "yes", skip questions 26 through 39 below, and continue with question 40. Also, you must complete worksheet "1B.TransitionalProg."</i>				
What is the Unit Mix for the Property? Please include any manager's units in this tally.					
	Unit Types	Number Of Units	Occupancy Standard: Minimum HH Size for this Unit Type*	Occupancy Standard: Maximum HH Size for this Unit Type*	*Occupancy Standards should be described in project's Approved Tenant Selection and Marketing Plan. If not defined there, supply the standards used organization-wide.
26	Single Room Occupancy (SRO) Units		1		
27	Studio Units		1		
28	One-Bedroom (1BR) Units		1		
29	Two-Bedroom (2BR) Units				
30	Three-Bedroom (3BR) Units				
31	Four-Bedroom (4BR) Units				
32	Five- or More (5+BR) Bedroom Units				
33	TOTAL # Units---->	0			

34		Vacancies - How many vacancies occurred at the project during the reporting period? (Be sure that the number you report here is not less than the number of vacant units that are included on worksheet 3.)
35	0	Evictions - How many evictions occurred during the reporting year? (This data in this field is automatically calculated from the data that is entered on worksheet 1C. You must complete worksheet 1C, unless the project is transitional housing, a residential treatment program, a shelter or a transitional group home.)
36		Vacant Unit Rent-Up Time - (in DAYS) State the average vacant unit rent-up time. This is the period from the time a household moves out to when the unit is rented again. # 4 Please EXCLUDE any units that are being held vacant to support rehabilitation or other temporary relocation needs. If this period exceeds 30 days, you must answer Question # 4 on the Narrative worksheet. (Click on # 4 at left to jump to Narrative worksheet.)
37		Waiting List - How many applicants are currently on the waiting list? (Please also submit a copy of the waiting list, see AMR submission instructions.)
38		When was the waiting list last updated? (m/yyyy)
39		Affirmative Marketing - Did you conduct any marketing of the project during the reporting period? If you conducted marketing during the reporting period, you must answer Question #5 on the Narrative worksheet. (Click on #5 at left to jump to Narrative worksheet.) # 5
40		What is the date of the last Capital Needs Assessment? (m/d/yyyy)
41		What is the projected date of the next Capital Needs Assessment? (m/d/yyyy)
42		How many Health, Building or Housing Code Violations were issued against the property in the reporting year? (If there were no violations enter "0"). If the property was cited for code violations in the reporting year or has open, unresolved violations from prior years as indicated below, you must answer Question #2 on the Narrative worksheet. (Click on #2 at left to jump to Narrative worksheet.) # 2
43		# 2 How many Health, Building or Housing Code Violations were open from <i>prior</i> years?
44		How many Health, Building or Housing Code Violations were cleared in the reporting year?
45		Are there urgent Major Property Repairs needed on the property in the next two years? (Yes/No) If there are needed major repairs you must answer Question #3 on the Narrative worksheet. (Click on #3 at left to jump to Narrative worksheet.) # 3

46		If the property has Immediate Capital Needs and lacks adequate funds in the Replacement Reserve (or elsewhere) to cover the costs, please supply the amount of funds needed to make up the difference, and supply additional explanation in question #3 of the Narrative report. (Click on # 3 at left to jump to Narrative worksheet.)																				
Resident Services: AN ANSWER IS REQUIRED FOR questions 51-61. Indicate below any services that were available to the residents free of charge, on site or at another designated location within 1/4 mile of the project. You must also provide additional information about each of the marked services below on Worksheet "6.Services"																						
47		Go To WS6 After School Program/s (y/n)																				
48		Go To WS6 Licensed Day Care Service (<i>participant fees are allowable for day care ONLY</i>) (y/n)																				
49		Go To WS6 Youth Program/s (y/n)																				
50		Go To WS6 Educational Classes (e.g. basic skills, computer training, ESL) (y/n)																				
51		Go To WS6 Health and Wellness Services/Programs (y/n)																				
52		Go To WS6 Employment Services (y/n)																				
53		Go To WS6 Case Management, Information and Referrals (y/n)																				
54		Go To WS6 Benefits Assistance and Advocacy; Money Management; Financial Literacy and Counseling (y/n)																				
55		Go To WS6 Support Groups, Social Events, Organized Tenant Activities (y/n)																				
56		Go To WS6 Other Service #1 - Please specify in column G.																				
57		Go To WS6 Other Service #2 - Please specify in column G.																				
POPULATION SERVED																						
Target / Actual Populations: As of the last day of the reporting period, what are the Actual and Target Populations (expressed as Number of Households) for the Project?																						
<i>Under Target Population, enter the number of units at the project that, as a requirement of a specific funding source (e.g. 202, HOPWA, McKinney), are targeted to and set aside for the target populations shown in the table. Under Actual Population, enter the number of households at the project that, as of the end of the reporting period, contained at least one person who is a member of the populations shown in the table.</i>																						
		<table border="1"> <thead> <tr> <th colspan="2">Target Population</th> <th colspan="2">Actual Population</th> </tr> </thead> <tbody> <tr> <td>58</td> <td>0 Families</td> <td>0</td> <td>Families</td> </tr> <tr> <td>59</td> <td>0 Persons with HIV/AIDS</td> <td>0</td> <td>Persons with HIV/AIDS</td> </tr> <tr> <td>60</td> <td>0 Housing for Homeless</td> <td>0</td> <td>Housing for Homeless</td> </tr> <tr> <td>61</td> <td>0 Mentally or Physically Disabled</td> <td>0</td> <td>Mentally or Physically Disabled</td> </tr> </tbody> </table>	Target Population		Actual Population		58	0 Families	0	Families	59	0 Persons with HIV/AIDS	0	Persons with HIV/AIDS	60	0 Housing for Homeless	0	Housing for Homeless	61	0 Mentally or Physically Disabled	0	Mentally or Physically Disabled
Target Population		Actual Population																				
58	0 Families	0	Families																			
59	0 Persons with HIV/AIDS	0	Persons with HIV/AIDS																			
60	0 Housing for Homeless	0	Housing for Homeless																			
61	0 Mentally or Physically Disabled	0	Mentally or Physically Disabled																			

62			0	Senior Housing	0	Senior Housing
63			0	Substance Abuse	0	Substance Abuse
64			0	Domestic Violence Survivor	0	Domestic Violence Survivor
65			0	Veterans	0	Veterans
66			0	Formerly Incarcerated	0	Formerly Incarcerated
67			0	Transition-Aged Youth ("TAY")	0	Transition-Aged Youth ("TAY")

Remember, **SAVE YOUR WORK!**

Annual Monitoring Report - Transitional Programs - Reporting Year 2020 - Mayor's Office of Housing & Community Development

Project Address:

Project Capacity: What is the target capacity of this project? (All blanks in this section must be filled with a number of "0" or greater in order for the worksheet to be complete.)

	A. Num Singles Not in Families	B. Num Families	C1. Num Adults in Families	C2. Num Children in Families	D. Num of Beds
1					
2	0				Total Households (Singles and Families) That Can Be Served

Persons Served During Operating Year (All blanks in this section must be filled with a number of "0" or greater in order for the worksheet to be complete.)

	A. Num Singles Not in Families	B. Num Families	C1. Num Adults in Families	C2. Num Children in Families	
3					Num on the first day of operating year
4					Num entering the program during the operating year
5	0				Total Households (Singles and Families) Served
6					Num who left the program during the operating year
7	0	0	0	0	Num in the program on the last day of the operating year
8	0				Total Households in program on the last day of the operating year
9					<--Capacity Utilization Rate (by Household as of last Day of Operating Year)

If the Capacity Utilization Rate is **LESS** than 75% you must respond to the following:

10		1. Explain the reason(s) why the capacity utilization rate is as low as it is; and
11		2. Describe plan/s to raise the capacity utilization rate to at least 75%, with specific timeline.

Length of Stay: For the 0 households that LEFT the program during the operating year, how many were in the project for the following lengths of time? (Total in cell H28 should match total of cells H14 + I14. All blanks in this section must be filled with a number of "0" or greater in order for the worksheet to be complete.)

12		Less than 1 month
13		1 to 2 months
14		3 - 6 months
15		7 months -12 months
16		13 months - 24 months
17		25 months - 3 years
18	0	TOTAL # HH's that left the program

Destination: For the 0 households reported to have LEFT the program during the operating year, how many left for the following destinations? (Total in cell H53 should match total of cells H14 + I14. All blanks in this section must be filled with a number of "0" or greater in order for the worksheet to be complete.)

19		Rental - House or Apartment (no subsidy)	PERMANENT
20		Public Housing	
21		Section 8 Voucher	
22		Subsidized Rental - house or apartment	
23		Homeownership	
24		Moved in with family or friends	
25	0	Permanent Housing Subtotal	
26		Transitional Housing for homeless persons	TRANSITIONAL
27		Moved in with family or friends <i>TEMPORARILY</i>	
28	0	Transitional Housing Subtotal	
29		Psychiatric hospital	INSTITUTIONAL
30		Inpatient alcohol or other drug treatment facility	
31		Jail/Prison	
32		Medical Facility	
33	0	Institutional Subtotal	
34		Emergency Shelter	OTHER
35		Places not meant for human habitation (e.g. street)	
36		Unknown	
37		Other	
38	0	Other Subtotal	
39	0	TOTAL # HH's that left the program	

Annual Monitoring Report - Eviction Data - Reporting Year 2020 - Mayor's Office of Housing & Community Development

Project Address:

This section of the AMR must be completed for all projects, except for transitional housing or residential treatment services.

Number of households who lived in the project during the reporting period:

1 Number of households who lived in the project **AT ANY TIME** during the reporting period. Be sure to include all households that moved in during the reporting period.

Number of households in the project who received Notices of Eviction during the reporting period for each of the following reasons:
(If more than one reason applies to a household, report only the primary reason.)
You MUST answer every question (i.e., enter zero if applicable).

Ethnicity and Race data for households that received Notices of Eviction during the reporting period:

		enter # below	enter # below
2	Breach of Lease Agreement	Indigenous - American Indian/Native American	Black - African
3	Capital Improvement	Indigenous from Mexico, the Caribbean, Central America or South America	Black - African American
4	Condo Conversion	Other Indigenous	Black - Caribbean, Central American, South American or Mexican
5	Demolition	Asian - Chinese	Other Black
6	Denial of Access to Unit	Asian - Filipino	North African
7	Development Agreement	Asian - Japanese	West Asian
8	Ellis Act Withdrawal	Asian - Korean	Other Middle Eastern or North African
9	Failure to Sign Lease Renewal	Asian - Mongolian	Pacific Islander - Chamorro
10	Good Samaritan Tenancy Ends	Asian - Central Asian	Pacific Islander - Native Hawaiian
11	Habitual Late Payment of Rent	Asian - South Asian	Pacific Islander - Samoan
12	Illegal Use of Unit	Asian - Southeast Asian	Other Pacific Islander
13	Lead Remediation	Other Asian	White - European
14	Non-payment of Rent	Latino - Caribbean	Other White
15	Nuisance	Latino - Central American	Not Reported
16	Other	Latino - Mexican	0 Total (must match Total number in E29)
17	Owner Move In	Latino - South American	
18	Roommate Living in Same Unit	Other Latino	Gender data for households that received Notices of Eviction during the reporting period:
19	Substantial Rehabilitation	Sexual Orientation data for households that received Notices of Eviction during the reporting period:	Female
20	Unapproved Subtenant	Bisexual	Male
21	0 Total number of households who received Notices of Eviction	Gay/Lesbian/Same-Gender Loving	Genderqueer/Gender Non-Binary
		Questioning/Unsure	Trans Female
		Straight/Heterosexual	Trans Male
		Not Listed	Not Listed
		Declined / Not Stated	Declined / Not Stated
		0 Total (must match Total number in E29)	0 Total (must match Total number in E29)

Number of Unlawful Detainer actions filed in court by the owner against tenants in the project during the reporting period for each of the following reasons:
(If more than one reason applies to a household, report only the primary reason.)
You MUST answer every question (i.e., enter zero if applicable).

Ethnicity and Race data for households for which Unlawful Detainers were filed during the reporting period:

		enter # below	enter # below
22	Breach of Lease Agreement	Indigenous - American Indian/Native American	Black - African
23	Capital Improvement	Indigenous from Mexico, the Caribbean, Central America or South America	Black - African American
24	Condo Conversion	Other Indigenous	Black - Caribbean, Central American, South American or Mexican
25	Demolition	Asian - Chinese	Other Black
26	Denial of Access to Unit	Asian - Filipino	North African
27	Development Agreement	Asian - Japanese	West Asian
28	Ellis Act Withdrawal	Asian - Korean	Other Middle Eastern or North African
29	Failure to Sign Lease Renewal	Asian - Mongolian	Pacific Islander - Chamorro
30	Good Samaritan Tenancy Ends	Asian - Central Asian	Pacific Islander - Native Hawaiian
31	Habitual Late Payment of Rent	Asian - South Asian	Pacific Islander - Samoan
32	Illegal Use of Unit	Asian - Southeast Asian	Other Pacific Islander
33	Lead Remediation	Other Asian	White - European
34	Non-payment of Rent	Latino - Caribbean	Other White
35	Nuisance	Latino - Central American	Not Reported
36	Other	Latino - Mexican	0 Total (must match Total number in E56)
37	Owner Move In	Latino - South American	
38	Roommate Living in Same Unit	Other Latino	Gender data for households for which Unlawful Detainers were filed during the report period:
39	Substantial Rehabilitation	Sexual Orientation data for households for which Unlawful Detainers were filed during the report period:	Female
40	Unapproved Subtenant	Bisexual	Male
41	0 Total number of unlawful detainer actions filed	Gay/Lesbian/Same-Gender Loving	Genderqueer/Gender Non-Binary
		Questioning/Unsure	Trans Female
		Straight/Heterosexual	Trans Male
		Not Listed	Not Listed
		Declined / Not Stated	Declined / Not Stated
		0 Total (must match Total number in E56)	0 Total (must match Total number in E56)

Number of households Evicted from the project during the reporting period for the each of the following reasons:
(If more than one reason applies to a household, report only the primary reason.)
You MUST answer every question (i.e., enter zero if applicable).

Ethnicity and Race data for households that were Evicted during the reporting period:

		enter # below	enter # below
42	Breach of Lease Agreement	Indigenous - American Indian/Native American	Black - African
43	Capital Improvement	Indigenous from Mexico, the Caribbean, Central America or South America	Black - African American
44	Condo Conversion	Other Indigenous	Black - Caribbean, Central American, South American or Mexican
45	Demolition	Asian - Chinese	Other Black
46	Denial of Access to Unit	Asian - Filipino	North African
47	Development Agreement	Asian - Japanese	West Asian
48	Ellis Act Withdrawal	Asian - Korean	Other Middle Eastern or North African
49	Failure to Sign Lease Renewal	Asian - Mongolian	Pacific Islander - Chamorro
50	Good Samaritan Tenancy Ends	Asian - Central Asian	Pacific Islander - Native Hawaiian
51	Habitual Late Payment of Rent	Asian - South Asian	Pacific Islander - Samoan
52	Illegal Use of Unit	Asian - Southeast Asian	Other Pacific Islander
53	Lead Remediation	Other Asian	White - European
54	Non-payment of Rent	Latino - Caribbean	Other White
55	Nuisance	Latino - Central American	Not Reported
56	Other	Latino - Mexican	0 Total (must match Total number in E83)
57	Owner Move In	Latino - South American	
58	Roommate Living in Same Unit	Other Latino	Gender data for households that were Evicted during the reporting period:
59	Substantial Rehabilitation	Sexual Orientation data for households that were Evicted during the reporting period:	Female
60	Unapproved Subtenant	Bisexual	Male
61	0 Total number of households evicted (flows to question #35 on Worksheet 1A)	Gay/Lesbian/Same-Gender Loving	Genderqueer/Gender Non-Binary
		Questioning/Unsure	Trans Female
		Straight/Heterosexual	Trans Male
		Not Listed	Not Listed
		Declined / Not Stated	Declined / Not Stated
		0 Total (must match Total number in E83)	0 Total (must match Total number in E83)

	B	D	F	H	J
15	Annual Monitoring Report - Fiscal Activity - Reporting Year 2020 - Mayor's Office of Housing & Community Development				
16	INCOME & EXPENSES				
17	12 Month Report Period	Start Date:	1/0/1900	End Date:	1/0/1900
18	Number of Units-->	0			
19		Account			
20	Description of Income Accounts	Number	Residential	Non-Residential	Total
21					
22	Rental Income				
23	Housing Units - Gross Potential Tenant Rents	5120			
24	Rental Assistance Payments (identify ALL sources in row below if applicable, including LOSP funding)	5121			
25	Source/s---->				
26	Commercial Unit Rents	5140			
27	sub-total Gross Rental Income:		\$0.00	\$0.00	\$0.00
28	Vacancy Loss - enter amounts as negative numbers!				vacancy rate
29	Housing Units	5220		Must click & explain if Residential Vac Rate is > 15%	
30	Commercial	5240			0.00%
31	sub-total Vacancies:		\$0.00	\$0.00	\$0.00
32					
33	NET RENTAL INCOME:		\$0.00	\$0.00	\$0.00
34					
35	Other Income				
36	Garage and Parking Spaces	5170			
37	Miscellaneous Rent Income	5190			
38	Supportive Services Income - Do not enter supportive services income if it is tracked in a separate budget and not appropriate per MOHCD loan terms to be included in Residual Receipts calculation.	5300			
39	Supportive Services Income Source/s- identify program source(s) if applicable -->				
40	Interest Income - Project Operations (From Operating Account Only)	5400			
41	Laundry and Vending	5910			
42	Tenant Charges	5920			
43	Other Revenue	5990			
44	sub-total Other Income Received:		\$0.00	\$0.00	\$0.00
45					
46	TOTAL INCOME RECEIVED:		\$0.00	\$0.00	\$0.00
47					
48	INCOME & EXPENSES				
49		Account Number	Residential	Non-Residential	Total
50	Description of Expense Accounts				
51	Management				
52	Management Fee	6320			
53	"Above the Line" Asset Management Fee (amount allowable may be limited, see Asset Mgt. Fee Policy)				
54	sub-total Management Expense:		\$0.00	\$0.00	\$0.00
55	Salaries/Benefits				
56	Office Salaries	6310			
57	Manager's Salary	6330			
58	Employee Benefits: Health Insurance & Disability Insurance	6723			
59	Employee Benefits: Retirement & Other Salary/Benefit Expenses				
60	Administrative Rent Free Unit	6331			
61	sub-total Salary/Benefit Expense:		\$0.00	\$0.00	\$0.00
62	Administration				
63	Advertising and Marketing	6210			
64	Office Expenses	6311			
65	Office Rent	6312			
66	Legal Expense - Property	6340			
67	Audit Expense	6350			
68	Bookkeeping/Accounting Services	6351			
69	Bad Debts	6370			
70	Miscellaneous Administrative Expenses (must click & explain if >\$10k)	6390			
71	sub-total Administrative Expense:		\$0.00	\$0.00	\$0.00
72	Utilities				
73	Electricity	6450			
74	Water	6451			
75	Gas	6452			

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15	Annual Monitoring Report - Fiscal Activity - Reporting Year 2020 - Mayor's Office of Housing & Community Development				
76	Sewer	6453			
77	sub-total Utilities Expense:		\$0.00	\$0.00	\$0.00
78	Taxes and Licenses				
79	Real Estate Taxes	6710			
80	Payroll taxes	6711			
81	Miscellaneous Taxes, Licenses, and Permits	6719			
82	sub-total Taxes and License Expense:		\$0.00	\$0.00	\$0.00
83	Insurance				
84	Property and Liability Insurance	6720			
85	Fidelity Bond Insurance	6721			
86	Workers' Compensation	6722			
87	Directors & Officers Liabilities Insurance	6724			
88	sub-total Insurance Expense:		\$0.00	\$0.00	\$0.00
89	Maintenance and Repairs				
90	IMPORTANT NOTE RE: TREATMENT OF CAPITAL AND NON-CAPITAL MAINTENANCE REPAIR EXPENSES ELIGIBLE FOR PAYMENT BY REPLACEMENT RESERVE: If possible, exclude those from this section. If you do include those expenses here, be sure to record the amounts in rows 103 (non-capital) and 210:215 below (capital).				
91	Payroll	6510			
92	Supplies	6515			
93	Contracts	6520			
94	Garbage and Trash Removal	6525			
95	Security Payroll/Contract	6530			
96	HVAC Repairs and Maintenance	6546			
97	Vehicle and Maintenance Equipment Operation and Repairs	6570			
98	Miscellaneous Operating and Maintenance Expenses (must click & explain if >\$10k)	6590			
99	sub-total Maintenance Repair Expense:		\$0.00	\$0.00	\$0.00
100	Supportive Services: do not enter supportive services expenses if tracked in separate budget and not eligible to be counted against project income for residual receipts calculation.	6930			
101	SUB-TOTAL OPERATING EXPENSES:		\$0.00	\$0.00	\$0.00
102	Capital Maintenance Repairs/Improvements eligible for payment by Replacement Reserve. If capital costs were entered in amounts for Maintenance & Repairs section above and are eligible for payment by the Replacement Reserve, please enter details in Replacement Reserve-Eligible Expenditures below, beginning from row 207. Amounts provided in F210:215 will be linked to cell F102 and netted out from operating expenses.		\$0.00		
103	Non-Capital Maintenance Repair Expenses eligible for payment by Replacement Reserve. Only enter amounts here if they were included in amounts entered for Maintenance & Repairs section above and will be reimbursed by Replacement Reserve. Amount will be netted out from operating expenses. Enter as positive number.				
104	TOTAL OPERATING EXPENSES:		\$0.00	\$0.00	\$0.00
105					
106	Ground Lease Base Rent/Bond Fees/Reserves	Name of Lessor/ Bond Monitoring Agency/ Reserve Account			
107	Ground Lease - Base Rent (provide Lessor name to the right)				\$0.00
108	Bond Monitoring Fee				\$0.00
109	Replacement Reserve Required Annual Deposit (Source is Operating Account.) Enter as positive number.	1320			\$0.00
110	Operating Reserve Deposits (Source is Operating Account.) Enter as positive number.	1365			\$0.00
111	Operating Reserve Account Withdrawals (For deposits to Operating Account.) Enter as positive number.				\$0.00
112	Other Required Reserve Account Deposits (Source is Operating Account. Enter as positive number. Identify reserve account in next col) (1330)				\$0.00
113	Other Required Reserve Account Withdrawals (For deposit to Operating account. Enter as positive number. Identify account in next col ---->				\$0.00
114	Sub-total Ground Lease Base Rent/Bond Fees/Reserves		\$0.00	\$0.00	\$0.00
115					
116	TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees)		\$0.00	\$0.00	\$0.00
117		Acct Num	Residential	Non-Residential	Total
118	1. TOTAL INCOME RECEIVED:		\$0.00	\$0.00	\$0.00
119	2. TOTAL OPERATING EXPENSES:		\$0.00	\$0.00	\$0.00
120	3. NET OPERATING INCOME:		\$0.00	\$0.00	\$0.00
121					
122	4. Debt Service (Principal and Interest)	Name of Lender / Describe Other Amt Paid	Residential	Non-Residential	Total
123	Lender1 - Principal Paid (provide lender name to the right)				
124	Interest Paid				
125	Other Amount (describe to the right)				
126	Lender2 - Principal Paid (provide lender name to the right)				
127	Interest Paid				
128	Other Amount (describe to the right)				
129	Lender3 - Principal Paid (provide lender name to the right)				

	B	D	F	H	J
15	Annual Monitoring Report - Fiscal Activity - Reporting Year 2020 - Mayor's Office of Housing & Community Development				
130	Interest Paid				
131	Other Amount (describe to the right)				
132	Lender4 - Principal Paid (provide lender name to the right)				
133	Interest Paid				
134	Other Amount (describe to the right)				
135	Total Debt Service Payments		\$0.00	\$0.00	\$0.00
136					
137	Surplus Cash, Detail (NOI minus Debt Service and Reserve Activity)		\$0.00	\$0.00	\$0.00
138					
139	If amount for Surplus Cash above is negative: - you must provide a detailed explanation to question #8 on the Narrative worksheet - you must NOT supply data for any of the fields for Uses of Surplus Cash below		Go to ws4 Narrative question #8		
140	Surplus Cash, Total----->				\$0.00
141	Distribution of Surplus Cash/Residual Receipts - (Response Required.) In the space below, please provide a detailed narrative summary of allowable distributions of Surplus Cash that accurately reflects the requirements under all MOHCD agreements as well as the requirements of other funders and any other agreements that govern. Please include the calculation methodology, applicable annual increases, etc. For proposed distribution amounts entered in column J, rows 143-165, select the distribution priority for each of the uses of cash flow/surplus cash in column H. If distribution of surplus cash is not allowed under MOHCD agreements or other funder agreements, enter N/A in the box below.				
142					
143	USES OF SURPLUS CASH THAT ARE AUTHORIZED TO BE PAID PRIOR TO CALCULATION OF RESIDUAL RECEIPTS PAYMENTS (IF APPLICABLE)		Distribution Priority (select below)	Leave cells below blank if Surplus Cash is <= \$0.	
144	5. Operating Reserve Replenishments (Deposits made out of surplus cash to satisfy minimum balance requirements).				
145	6. "Below-the-line" Asset Mgt fee (prior written authorization from City/SFRA may be required, see Asset Mgt. Fee Policy).				
146	7a. Partnership Management fee due from this reporting period, if any (tax credit projects only; not allowed if project is beyond 15-year compliance period).				
147	7b. Partnership Management fee accrued but unpaid from PRIOR reporting periods, if any (tax credit projects only; per City policy, typically must be paid out of owner distribution, entries usually not allowed here).				
148	8a. Investor Services Fee (aka LP Asset Management Fee) due from this reporting period, if any (tax credit projects only; per City policy, not allowed if project is beyond 15-year compliance period).				
149	8b. Investor Services Fee (aka LP Asset Management Fee) accrued but unpaid from PRIOR reporting periods, if any (tax credit projects only; per City policy, typically must be paid out of owner distribution, entries usually not allowed here)).				
150	9. Deferred Developer fee, if any				
151	10. Other payments: use question #1 on the Narrative (worksheet #4) to provide details about any fees or other payments, including ground lease residual rent payments for a non-MOHCD/OCII ground lease. Failure to provide details will result in disallowance of this expense. You may only include payments that were approved by MOHCD at time of funding that are also explicitly authorized by a Partnership Agreement or similar project document.	Go to ws4 Narrative question #1			
152	11ai. Debt Pmt to other lender1: Principal Paid (note lender name to right)				
153	11aii. Debt Pmt to other lender1: Interest Paid				
154	11bi. Debt Pmt to other lender2: Principal Paid (note lender name to right)				
155	11bii. Debt Pmt to other lender2: Interest Paid				
156	Total Payments preceding Residual Receipts Calculation:				\$0.00
157					
158	12. RESIDUAL RECEIPTS				\$0.00
159				Distribution Priority (select below)	Leave cells below blank if Surplus Cash is <= \$0.
160	12a. MOHCD Residual Receipts Due for Loan Repayment				
161	12b. MOHCD Residual Receipts Due for Ground Lease Residual Rent Payment				
162	12c. Subtotal Residual Receipts Payments to MOHCD				\$0.00
163	12d. Residual Receipts Debt Pmt to other lender3 (note lender name to right)				

	B	D	F	H	J
15	Annual Monitoring Report - Fiscal Activity - Reporting Year 2020 - Mayor's Office of Housing & Community Development				
164	12e. Residual Receipts Debt Pmt to other lender4 (note lender name to right)				
165	12f. Residual Receipts Debt Pmt to other lender5 (note lender name to right)				
166	Total Residual Receipts Payments:				\$0.00
167	DO NOT SUBMIT YOUR PROPOSED RESIDUAL RECEIPT PAYMENT TO MOHCD WITH THIS AMR. MOHCD WILL REVIEW YOUR PROPOSED PAYMENT AND GENERATE AN INVOICE IF THE CALCULATION CAN BE VERIFIED AS APPROPRIATE; IF THE CALCULATION CANNOT BE VERIFIED, MOHCD WILL CONTACT YOU.				
168	Remaining Balance				\$0.00
170					
171	Proposed Owner Distributions (provide description in column D and enter amount in column J. If an amount is entered, a description is required.)				
172	Proposed Other Distributions/Uses (provide description in column D and enter amount in column J. If an amount is entered, a description is required. If you had a Calendar Year LOSP surplus, please acknowledge that and note exact amount.)				
173					
174	Final Balance: should be ZERO except when Surplus Cash (cell J140) is negative				\$0.00
175					
176	RESERVE ACCOUNT DETAILS				
177					
178	OPERATING RESERVE (Do not leave blanks for any questions asking for a number, enter zero instead.)				
179	Minimum Required Balance:				
180	Beginning Balance:				
181	Actual Annual Deposit from Operating Budget in Current Reporting Period (not editable, data entered in cash flow above, account number 1365):	\$0.00			
182	Additional Deposit (use ONLY to record deposits from the Op Budget attributable to a prior reporting period, or deposits made from an external source)				
183	Interest Earned:				
184	Annual Withdrawal Amount (enter as negative number):				
185	Ending Balance (don't edit cell -- calculated):	\$0.00			
186	Required Annual Deposit:				
187	Total Operating Expenses plus debt service (don't edit cell -- calculated)	\$0.00			
188	If the calculated percentage shown to the right (Op Reserve Account Ending Balance divided by Total Op Expenses) is less than 23.5%, you must describe how the project will remedy the shortfall in the adjacent cell. If the calculated percentage shown to the right is greater than 26.5%, you must explain why the Op Reserve balance exceeds MOHCD's requirement in the adjacent cell.	0.000%			
189	REPLACEMENT RESERVE (Do not leave blanks for any questions asking for a number, enter zero instead.)				
191	Minimum Required Balance:				
192	Beginning Balance:				
193	Actual Annual Deposit:				
194	Interest Earned:				
195	Annual Withdrawal Amount (enter as negative number):				
196	Ending Balance (don't edit cell -- calculated):	\$0.00			
197	Required Annual Deposit (do not edit - taken from page 1 account number 1320):	\$0.00			
198	Describe how the amount of annual deposit and the minimum required balance is determined.				
199					
200	CHANGES TO REAL ESTATE ASSETS				
201	Enter Beginning and Ending Balances in each of the categories listed below. Changes in asset categories will auto calculate.	Balance, 1/00/1900	Changes	Balance, 1/00/1900	
202	Building & Improvements		\$0.00		
203	Offsite Improvements		\$0.00		
204	Site Improvements		\$0.00		
205	Land Improvements		\$0.00		
206	Furniture, Fixtures & Equipment		\$0.00		
207	Other		\$0.00		
208	Replacement Reserve-Eligible Expenditures: Provide details below about the Capital and non-Capital Expenditures that are Replacement Reserve-eligible.				

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15	Annual Monitoring Report - Fiscal Activity - Reporting Year 2020 - Mayor's Office of Housing & Community Development				
209	Capital Repairs and Improvements: Enter capital repairs and improvement costs associated with the reporting year. For each category in rows 201-207 above that shows a positive change, an entry is required in each corresponding category in rows 212-217. If the operating account is used initially to fund the repair, and is later reimbursed by the replacement reserve during the reporting year, show the repair cost under "Replacement Reserve". If the operating account is used to fund the repair and was not reimbursed by the replacement reserve during the reporting year, show the repair cost under "Operating Account." Use the section below to supply a description of the capital repairs and improvements made.				
210	Capital Repairs and Improvements Funded By:				
211	Capital Repairs and Improvements - Categories	Replacement Reserve	Operating Account	Other Source	Total Amount
212	Building & Improvements				\$0.00
213	Offsite Improvements				\$0.00
214	Site Improvements				\$0.00
215	Land Improvements				\$0.00
216	Furniture, Fixtures & Equipment				\$0.00
217	Other				\$0.00
218	Total	\$0.00	\$0.00	\$0.00	\$0.00
219	Description of Capital Repairs and Improvements				
220					
221	Non-Capital Replacement Reserve Eligible Expenditures (i.e., labor costs): Enter the amounts used to fund non-capital replacement reserve eligible expenditures. Use section below to supply explanations.				
222	Source				Amount
223	Paid out of Operating Budget, to be reimbursed by RR (shows the amount entered in row 103 above)				\$0.00
224	Paid Directly from Replacement Reserve				
225	Other Source				
226	Explanation of Non-Capital Replacement Reserve Eligible Expenditures	Total			\$0.00
227					
228	TOTAL REPLACEMENT RESERVE ELIGIBLE EXPENDITURES: the Replacement Reserve Withdrawal for the reporting period should not exceed the Total RR-eligible Expenditures. You must provide more details above or an explanation below if the RR withdrawal amount exceeds the Total RR-Eligible Expenditures.	RR Withdrawal Amount-->	\$0.00	Total RR-Eligible Expenditures-->	\$0.00
229	Notes About RR Withdrawal Amount in excess of Total RR-eligible Expenditures:				
230					
231					
232	FEDERAL PROGRAM INCOME REPORT				
233	This section must be completed if the project received any CDBG funding, even if the amount of CDBG program income during the reporting period was zero. For more information, use the following link or copy this web address for manual navigation:				
234					
235	http://www.sf-moh.org/Modules/ShowDocument.aspx?documentid=5141				
236	Overview of Federal (HOME and CDBG) Program Income				
237					
238	CDBG PROGRAM INCOME				
239	Proposed amounts to be used to fund eligible CDBG activities as described in the Federal CDBG Program Regulations at 24 CFR 570.201-206 and consistent with the City's 2020-2024 Consolidated Plan, 2020-2021 Action Plans as follows:	AMOUNT	DESCRIPTION		
240	Amount to be used for CDBG eligible activity#1 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right):				
241	Amount to be used for CDBG eligible activity#2 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right):				
242	Amount to be used for CDBG eligible activity#3 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right):				
243	Amount to be deposited for use on future eligible CDBG activities that will be undertaken by June 30, 2019 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right):				
244	Other (provide amount in cell to the right, plus activity description and regulation citation in column furthest to the right):				
245	Total CDBG Program Income Calculation (see instructions for guidance on how to calculate)				
246	To ensure the eligible use of CDBG Program Income, the recipient of federal CDBG funding hereby requests approval by the Mayor's Office of Housing and Community Development for the use of CDBG program income received during the 2020 reporting period as depicted above.				

Annual Monitoring Report - Occupancy & Rent Info - Reporting Year 2020 - Mayor's Office of Housing & Community Development

Project Address:		Data supplied on this worksheet must be from the rent roll of the last month of the reporting period that was entered on worksheet 1A.	1/0/1900	# Units:	0

- Provide the data requested for the tenant population that was residing in the project at the end of the Reporting Period.
- **NEW:** for each VACANT unit, in column D, enter the unit number, follow by "- Vac". For example, if Unit 201 was vacant, in column D, enter "201 - Vac."
- Identify manager's unit with the unit number, follow by "- Mgr". For example, if the manager occupies Unit 501, in column D, enter "501 - Mgr."
- For vacant units and manager's units, provide data in columns **D, E, F, Q and R** only.
- For occupied units, provide data in columns D-L, Q-R, T-V. Data may also be required in Cols O, S, X & Y, enter data if any of the cells in those columns are unshaded in the row.
- For tenants who moved in during the reporting period, the data entered in columns G, H & I (at initial occupancy) is likely to be the same as the data entered in columns J, K & L (within reporting period), respectively.
- For tenants who have transferred units within the project, report the initial occupancy data (occupancy date, income, household size) for the first unit that the tenant occupied in the project, i.e. when they first moved in to the building.
- Before using the "paste" function to enter data for **Unit Type, Is the Unit Accessible and Rental Assistance Type**, please check the drop-down-menus to ensure that the data you are pasting **conforms with the choices of the drop-down menu**. This will help prevent you from submitting forms with invalid data. Any forms with invalid data will be returned with instructions to fix and resubmit.

[illegible]

**Annual Monitoring Report - Demographic Information - Reporting Year 2020 -
Mayor's Office of Housing & Community Development**

Project Address:		1/0/1900	# Units:	0

	• Provide the data requested below for the tenant population that was residing in the project <i>at the end of the Reporting Period</i>. • Select one Gender and one Sexual Orientation category for the head of household. • Indicate whether or not any one member of the household is 62 years of age or older. • Enter the number of children under the age of 18 for whom the unit is their primary place of residence. • If one or more members of the household is/are disabled, indicate the nature of the primary disability of one of those members. • If unknown, manager's or vacant unit, select "Question Not Asked". • See the Instructions worksheet for a link to additional info about the City ordinance that requires collection of this data beginning in 2017.

[illegible]

**Annual Monitoring Report - Summary of Reported Household Demographics - Reporting Year 2020 -
Mayor's Office of Housing & Community Development**

Project Address:	Last Day of Reporting Period	1/0/1900	# Units:	0

Household Size

	# Reported Households	% of Total
One Person Household	0	
Two Person Household	0	
Three Person Household	0	
Four Person Household	0	
Five Person Household	0	
Six Person Household	0	
Seven or more Person Household	0	
TOTAL Households*	0	
TOTAL Residents	0	

*Excludes 0 unit(s) reported as manager's or vacant unit(s).

Gender

	# Reported Head of HH	% of Total
Female	0	
Male	0	
Genderqueer/Gender Non-binary	0	
Trans Female	0	
Trans Male	0	
Not listed	0	
Declined/Not Stated	0	
Question Not Asked	0	
Total Head of Households	0	

Sexual Orientation

	# Reported Head of HH	% of Total
Bisexual	0	
Gay /Lesbian/Same-Gender Loving	0	
Questioning /Unsure	0	
Straight/Heterosexual	0	
Not listed	0	
Decline to Answer	0	
Not Stated	0	
Question Not Asked	0	
Total Head of Households	0	

Other Household Demographics

	# Reported
Elderly Households	0
Households with Children Under 18	0
Number of Children Under 18	0
Households with Tenant with Physical Disability	0
Households with Tenant with Visual Disability	0
Households with Tenant with Hearing Disability	0
Households with Tenant with Mental/Devt Disability	0
Households with Tenant with Other Disability	0
Households with Tenant with More than One Disability	0
Households with Tenant with No Disability	0

Target and Actual Population Served

Target Population		Actual Population	
0	Families	0	Families
0	Persons with HIV/AIDS	0	Persons with HIV/AIDS
0	Housing for Homeless	0	Housing for Homeless
0	Mentally or Physically Disabled	0	Mentally or Physically Disabled
0	Senior Housing	0	Senior Housing
0	Substance Abuse	0	Substance Abuse
0	Domestic Violence Survivor	0	Domestic Violence Survivor
0	Veterans	0	Veterans
0	Formerly Incarcerated	0	Formerly Incarcerated
0	Transition-Aged Youth ("TAY")	0	Transition-Aged Youth ("TAY")

Annual Monitoring Report - Narrative - Reporting Year 2020 - Mayor's Office of Housing & Community Development

Project Street Address:

Reporting Period - Start Date: 1/0/1900

Reporting Period - End Date: 1/0/1900

MOHCD created the questions below to allow project owners to supply additional information about a small number of measurements that may indicate that a project is having difficulties. By providing this information, project owners will help provide context for the conclusions that can be made about the measurements. MOHCD will use the measurements and the information below to prioritize the projects that need closer scrutiny and support. Please supply as much information as is readily available.

1. Explanations & Comments

Use this space to record notes about any peculiarities in the data entry process. For example, if you entered a formula instead of a single number for a field, make a note here re: for which question on which worksheet that was done, and describe the formula & underlying numbers. Also use this field to describe in detail any amounts entered for "Other payments" on the worksheet "2.Fiscal," item 10.

[illegible]

2. Code Violations

Provide the following for any violations or citations of Health or Building or Housing Codes that were issued during the reporting period, or were issued in a prior reporting period but remained open during any time of the current reporting period:

[illegible]

(add additional rows as needed)

**** ONLY FOR ALL VIOLATIONS THAT WERE NOT RESOLVED by the end of the reporting period: You must also attach a SCANNED copy of each Violation/Citation to your AMR submittal. ****

Violation or Citation #	Date Cleared	Issued By	Description of Remedy

(add additional rows as needed)

**** ONLY FOR ALL VIOLATIONS THAT WERE NOT RESOLVED by the end of the reporting period: You must also attach a SCANNED copy of each Violation/Citation to your AMR submittal. ****

3. Major Repairs

Describe any major repair or replacement needs that have been identified as being required within the next 2 years, and any related plans to pay for whatever is needed.

4. Vacant Unit Rent-Up Time

If the project had an average VACANT UNIT RENT-UP TIME greater than 30 days for question 36 on the worksheet "1A.Prop&Residents," you must supply the following:

- A description of the work done to analyze the cause/s of the high turnaround time, and what the identified causes are; and
- A description of the work done to identify means of reducing the turnaround time, and all viable remedies that have been identified; and
- A description of the plan to implement any remedies, including specific timelines for the implementation work.

5. Affirmative Marketing

Did you conduct any marketing of the project during the reporting period? If yes, please describe the marketing that was conducted, including

- a. when the marketing was conducted and how it was intended to reach populations least likely to apply for the project;
 - b. any advertising, direct mailings, emailings and web postings that were done; and
 - c. how many households were on the waiting list prior to the marketing and how many were on it after the marketing was completed.
-

6. Vacancy Rate ----->

If the project had a VACANCY RATE greater than 15%, as may be shown above from the Income Expense section of the worksheet "2.Fiscal," you must supply the following:

- a. A description of the work done to analyze the cause/s of the vacancy rate, and what the identified causes are; and
 - b. A description of the work done to identify means of reducing the vacancy rate, and all viable remedies that have been identified; and
 - c. A description of the plan to implement any remedies, including specific timelines for the implementation work.
-

7. Miscellaneous Expenses: Administrative/Operating & Maintenance

If the project had miscellaneous administrative or miscellaneous operating & maintenance expenses greater than \$10,000 respectively, you must provide a detailed itemization of these individual expenses below. Total expenses must equal the total amount reported on the worksheet "2.Fiscal."

Misc. Admin Expenses

Expense Description	Amount	HUD Acct #	Notes
Total:	0.00		
Diff. from Fiscal Activity WS:			

Misc. Operating & Maintenance Expenses

Expense Description	Amount	HUD Acct #	Notes
Total:	0.00		
Diff. from Fiscal Activity WS:			

8. Negative Cash Flow

If the project had NEGATIVE CASH FLOW, as may be shown above from the Income Expense section of worksheet "2.Fiscal," you must supply the following:

- A description of the work done to analyze the cause/s of the shortfall, and what the identified causes are; and
- A description of the work done to identify remedies for the shortfall, and all viable remedies that have been identified; and
- A description of the plan to implement any remedies, including specific timelines for the implementation work.
- If the project has a Project-Based Section 8 Housing Assistance Payments (HAP) contract, please also supply the date of the last increase to the HAP contract, the date when the project will submit the next HAP contract rent increase, and any related comments about whether the project has been diligent in seeking annual increases to the HAP contract.

Annual Monitoring Report - Project Financing - Reporting Year 2020 - Mayor's Office of Housing & Community Development

Provide information about all current financing of the project. Lenders should be listed in lien order, i.e., with the most-senior lender in the first lien position, the most-junior lender in last lien position.

Project Address:

Current Project Financing

Lien Order	Lender (and Loan Program if applicable)	Loan Amount	Interest Rate	Maturity Date	Repayment Terms	Monthly Debt Service Payment	Outstanding Principal Balance As Of End of Reporting Period	Accrued Interest As Of End of Prior Reporting Period
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Annual Monitoring Report - Services Funding - Reporting Year 2020 - Mayor's Office of Housing & Community Development

Completion of this page is required based on your answers to questions 51 thru 61 on worksheet 1A, Prop&Residents. Supply one row of data for each service that is being provided. (If more than one service is being provided by the same Provider under the same grant, please repeat the data for each service provided.)

Project Address:

Current Services Funding

[illegible]

Project Street Address:

**Schedule of Operating Revenues
For the Year Ended January 0, 1900**

Rental Income	Total
5120 Gross Potential Tenant Rents	\$0
5121 Rental Assistance Payments (inc. LOSP)	\$0
5140 Commercial Unit Rents	\$0
Total Rent Revenue:	\$0
 Vacancies	
5220 Apartments	\$0
5240 Stores & Commercial	\$0
Total Vacancies:	\$0
Net Rental Income: (Rent Revenue Less Vacancies)	\$0
 Other Revenue	
5170 Rent Revenue - Garage & Parking	\$0
5190 Misc. Rent Revenue	\$0
5300 Supportive Services Income	\$0
5400 Interest Revenue - Project Operations (From Operating Acct Only)	\$0
5400 Interest Revenue - Project Operations (From All Other Accts)	
5910 Laundry & Vending Revenue	\$0
5920 Tenant Charges	\$0
5990 Misc. Revenue	\$0
Total Other Revenue:	\$0
Total Operating Revenue:	\$0

Project Street Address:

**Schedule of Operating Expenses
For the Year Ended January 0, 1900**

Management	Total
6320 Management Fee	\$0
"Above the Line" Asset Management Fee	\$0
Total Management Expenses:	\$0
 Salaries/Benefits	
6310 Office Salaries	\$0
6330 Manager's Salary	\$0
6723 Employee Benefits: Health Insurance & Disability Insurance	\$0
Employee Benefits: Retirement & Other Salary/Benefit Expenses	\$0

6331 Administrative Rent Free Unit	\$0
Total Salary/Benefit Expenses:	\$0

Administration

6210 Advertising and Marketing	\$0
6311 Office Expenses	\$0
6312 Office Rent	\$0
6340 Legal Expense - Property	\$0
6350 Audit Expense	\$0
6351 Bookkeeping/Accounting Services	\$0
6370 Bad Debts	\$0
6390 Miscellaneous Administrative Expenses	\$0
Total Administrative Expenses:	\$0

Utilities

6450 Electricity	\$0
6451 Water	\$0
6452 Gas	\$0
6453 Sewer	\$0
Total Utilities Expenses:	\$0

Taxes and Licenses

6710 Real Estate Taxes	\$0
6711 Payroll taxes	\$0
6790 Miscellaneous Taxes, Licenses, and Permits	\$0
Total Taxes and Licenses Expenses:	\$0

Insurance

6720 Property and Liability Insurance	\$0
6721 Fidelity Bond Insurance	\$0
6722 Workers' Compensation	\$0
6724 Directors & Officers Liabilities Insurance	\$0
Total Insurance Expenses:	\$0

Project Street Address:

**Schedule of Operating Expenses
For the Year Ended January 0, 1900**

Maintenance and Repairs	Total
6510 Payroll	\$0
6515 Supplies	\$0
6520 Contracts	\$0
6525 Garbage and Trash Removal	\$0
6530 Security Payroll/Contract	\$0
6546 HVAC Repairs and Maintenance	\$0
6570 Vehicle and Maintenance Equipment Operation and Repairs	\$0
6590 Miscellaneous Operating and Maintenance Expenses	\$0
Total Maintenance and Repairs Expenses:	\$0

6900 Supportive Services	\$0

Capital and Non-Capital Expenditures to be Reimbursed from Replacement Reserve	\$0

Total Operating Expenses:	\$0

Financial Expenses

Enter amounts in yellow highlighted cells. Leave no cells blank. Enter "0" if applicable.

6820 Interest on Mortgage (or Bonds) Payable	
6825 Interest on Other Mortgages	
6830 Interest on Notes Payable (Long Term)	
6840 Interest on Notes Payable (Short Term)	
6850 Mortgage Insurance Premium/Service Charge	
6890 Miscellaneous Financial Expenses	
Total Financial Expenses:	\$0

6000	Total Cost of Operations before Depreciation:	\$0

5060	Operating Profit (Loss):	\$0

Depreciation & Amortization Expenses

Enter amounts in yellow highlighted cells. Leave no cells blank. Enter "0" if applicable.

6600 Depreciation Expense	
6610 Amortization Expense	
Operating Profit (Loss) after Depreciation & Amortization:	\$0

Net Entity Expenses

the right.

7190		
7190		
7190		
7190		
7190		
7190		
7190		
7190		
7190		
7190		
7190		
Total Net Entity Expenses:		\$0

3250	Change in Total Net Assets from Operations (Net Loss)	\$0

Amount computed in cell E139 should match audited financial statement.

Project Street Address:

**Computation of Operating Cash Flow/Surplus Cash
For the Year Ended January 0, 1900**

	Total
Operating Revenue	\$0
Interest earned on restricted accounts	\$0
Adjusted Operating Revenue	\$0
Operating Expenses	\$0
Net Operating Income	\$0
Other Activity	
Ground Lease Base Rent	\$0
Bond Monitoring Fee	\$0
Mandatory Debt Service - Principal	\$0
Mandatory Debt Service - Interest	\$0
Mandatory Debt Service - Other Amount	\$0
Deposits to Replacement Reserve Account	\$0
Deposits to Operating Reserve Account	\$0
Deposits to Other Restricted Accounts per Regulatory Agreement	\$0
Withdrawals from Operating Reserve Account	\$0
Withdrawals from Other Required Reserve Account	\$0
Total Other Activity:	\$0
Allocation of Non-Residential Surplus (LOSP only)	
Operating Cash Flow/Surplus Cash:	\$0

Distribution of Surplus Cash Ahead of Residual Receipts Payments

Select the Distribution Priority number from Worksheet 2. Fiscal Activity for payments to be paid ahead of residual receipts payments.

	Total
Total Cash Available for Residual Receipts Distribution:	\$0

Distribution of Residual Receipts

Select the Distribution Priority number from Worksheet 2. Fiscal Activity for payments to be paid with remaining residual receipts.

Total

Total Residual Receipts Distributions to Lenders: \$0

Proposed Owner Distribution \$0

Proposed Other Distribution/Uses \$0

Total Residual Receipts Distributions to Lenders and Owners: \$0

Project Street Address:

Summary of Replacement Reserve and Operating Reserve Activity
For the Year Ended January 0, 1900

	Replacement Reserve	Operating Reserve
Balance, January 0, 1900	\$0	\$0
Actual Annual Deposit	\$0	\$0
Interest Earned	\$0	\$0
Withdrawals	\$0	\$0
Balance, January 0, 1900	\$0	\$0

**Annual Monitoring Report - Completeness Tracker - Reporting Year 2020 -
Mayor's Office of Housing & Community Development**

This checklist is a tool to help you track progress toward completion. NOTE: Do not submit the AMR until all items are "COMPLETED."

Reporting Start Date: 1/0/00
Reporting End Date: 1/0/00

Project Address:

Submission Instructions:

Once all worksheets below are "COMPLETED", email the AMR, completed Owner Compliance Certification, along with the attachments required under the Insurance and Tax Certification per page 3 of the Owner Certification, waitlist, and audited financial statements to: moh.amr@sfgov.org.

The waiting list must include the following information for each person or household who has applied to live at the project and is still waiting to be considered for an available unit: name of head-of-household, contact information, date of application, number of people in the household, stated household income and desired unit size. Prior to submittal, the waiting list must be redacted to exclude any private information that should not be shared publicly, for example, Social Security numbers, ID numbers from other forms of identification, information related to disabilities or other health conditions. Please confer with legal counsel and let MOHCD know if you have any questions prior to submitting a copy of the project's waitlist. This requirement is not applicable to transitional housing projects, residential treatment programs, shelters, group homes or permanent supportive housing for homeless people that is leased through a closed referral system.

Worksheet 1A. Property & Residents	INCOMPLETE	
Questions 1 thru 4		Incomplete
Questions 5 thru 24		Incomplete
Questions 25 thru 39		Incomplete
Questions 40 thru 46		Incomplete
Questions 51 thru 57		Incomplete
Worksheet 1B. Transitional Programs	To Be Determined	
Questions 1 thru 11		To Be Determined
Questions 12 thru 18		To Be Determined
Questions 19 thru 39		To Be Determined
Worksheet 1C. Eviction Data	To Be Determined	
Question 1		To Be Determined
Questions 2 thru 21		To Be Determined
Questions 22 thru 41		To Be Determined
Questions 42 thru 61		To Be Determined
Worksheet 2. Fiscal Activity	INCOMPLETE	
Rental Income - Housing Unit GPTR		Incomplete
Vacancy Loss - Housing Units		Incomplete
Operating Expenses		Incomplete
Surplus Cash/Residual Receipts (Rows 140 - 174)		Incomplete
Operating Reserve (Rows 177 - 187)		Incomplete
Replacement Reserve (Rows 189 - 197)		Incomplete
Changes to Real Estate Assets (Rows 202 - 207)		Incomplete
Replacement Reserve Eligible Expenditures (Rows 210 - 229)		Incomplete
Program Income (Rows 240 - 245)		OK
Worksheet 3A. Occupancy & Rent Info	INCOMPLETE	
Does number of units entered on Worksheet 3A match total units entered on Worksheet 1A or the total households that can be served in Worksheet 1B?		To Be Determined
For each row for which a Unit Number is supplied, was data entered in all of the required cells?		To Be Determined
Narrative Provided for All rows indicating Overhoused or Overcrowded?		To Be Determined
Worksheet 3B. Demographic Information	To Be Determined	
Is Gender and Sexual Orientation/Identity selected for each household?		To Be Determined
Worksheet 4. Narrative	To Be Determined	
2		To Be Determined
3		To Be Determined
4		To Be Determined
5		To Be Determined
6		To Be Determined
7		To Be Determined
8		To Be Determined
Worksheet 5. Project Financing	INCOMPLETE	
Worksheet 6. Services Funding	To Be Determined	

EXHIBIT H

Tenant Selection Plan Policy

This policy is in addition to the obligations to comply with applicable federal, state and local civil rights laws, including laws pertaining to reasonable accommodation and limited English proficiency (LEP),¹ and the applicable provision of the Violence Against Women Act, Pub. Law 109-62 (January 5, 2006), as amended.

Application Process

- **Application Materials.** MOHCD will provide an application to be used prior to the housing lottery. The housing provider agrees to use this application to determine lottery eligibility. The housing provider's written and/or electronic application materials should:
 - outline the screening criteria that the housing provider will use;
 - be in compliance with San Francisco Police Code Article 49 or the Fair Chance Ordinance,
 - outline how an applicant may request a modification of the admission process and/or a change in admission policies or practices as a reasonable accommodation;
 - be written in language that is clear and readily understandable,
- **First Interview.** In accordance with the housing provider policies, an initial interview is required to assess each applicant's minimum eligibility requirements for housing units. All applicants will be offered the opportunity for an interview in lottery rank order.
- **Second Interview.** Before issuing a denial, the housing provider should consider offering a second interview to resolve issues and inconsistencies, gather additional information, and assist as much as possible with a determination to admit the applicant.
- **Confidentiality.** All information provided will be kept confidential and be used only by the housing provider, the referring agency and the funding agency for the purpose of assisting and evaluating the applicant in the admission process. All applicant information will be retained for 12 months after the final applicant interview.
- **Delays in the Process.** If delays have occurred or are likely to occur in the application and screening process or the process exceeds the housing provider's normal timeline for application and screening, the housing provider will immediately inform the referring agency and the funding agency, of the status of the application, the reason for the delay and the anticipated time it will take to complete the application process.
- **Problems with the Referring Agency.** If at any point the housing provider has difficulty reaching or getting a response from the applicant and referring agency, the housing provider will immediately contact the referring agency, if possible, and the funding agency, DPH or HSA.
- **Limited English Proficiency Policy.** Throughout the application process, the housing provider will comply with City policy for language access requirements for applicants with limited English proficiency.

¹See for e.g., Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), 42 U.S.C. §§ 3601, et seq.; 24 C.F.R. Part 100; Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d-2000d-7; Executive Order 13,166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000); Department of Housing and Urban Development Limited English Proficiency Guidance, 72 Fed. Reg. 2732 (Jan. 22, 2007); Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; 24 C.F.R. Parts 8 and 9; Title II of the Americans with Disabilities Act of 1990, as amended; California Fair Employment and Housing Act, Gov't Code §§ **12,955-12,956.2**; **Unruh Civil Rights Act, Civil Code § 51**; **California Disabled Persons Act, Civil Code § 51.4**; Dymally-Alatorre Bilingual Services Act, Gov't Code §**7290-7299.8**; **San Francisco Language Access Ordinance, No. 202-09 (April 14, 2009)**

Reasonable Accommodation and Modification Policy

Reasonable Accommodation: The application process should provide information about how an applicant may make a reasonable accommodation request. At any stage in the admission process, an applicant may request a reasonable accommodation, if the applicant has a disability and as a result of the disability needs a modification of the provider's rules, policies or practices, including a change in the way that the housing provider communicates with or provides information to the applicant that would give the applicant an equal chance to be selected by the housing provider to live in the unit.

Reasonable Modification: Applicant may request a reasonable modification if he or she has a disability and as a result of the disability needs:

- a physical change to the room or housing unit that would give the applicant an equal chance to live at the development and use the housing facilities or take part in programs on site;
- a physical change in some other part of the housing site that would give the applicant an equal chance to live at the development and use the housing facilities or take part in programs on site.

Response to Request: The housing provider will respond to a request for reasonable accommodation or modification within ten (10) business days. The response may be to grant, deny, or modify the request, or seek additional information in writing or by a meeting with the applicant. The housing provider will work with the applicant and referring agency to determine if there are ways to accommodate the applicant.

The housing provider will grant the request if the provider determines that:

- the applicant has a disability;
- reasonable accommodation or modification is necessary because of the disability; and
- the request is reasonable (i.e., does not impose an undue financial or administrative burden or fundamentally alter the nature of the housing program.)

If the reasonable accommodation request is denied, the rejection will explain the reasons in writing. If the denial of the reasonable accommodation request results in the applicant being denied admission to the unit, the provisions of the section on Notice of Denial and Appeal Process apply.

Notice of Denial and Appeal Process

- The housing provider will:
 - Hold a comparable unit for the household during the entire appeal process.
 - promptly send a written and electronic notice (to the addresses provided) to each applicant denied admission with a written and/or electronic copy to the referring agency and the funding agency. The notice should:
 - list all the reasons for the rejection, including the particular conviction or convictions that led to the decision in cases where past criminal offenses were a reason for rejection;
 - explain how the applicant can request an in person appeal to contest the decision;
 - state that an applicant with a disability is entitled to request a reasonable accommodation to participate in the appeal;

- inform the applicant that he or she is entitled to bring an advocate or attorney to the in person appeal;
 - provide referral information for local legal services and housing rights organizations;
 - describe the evidence that the applicant can present at the appeal;
 - give applicants denied admission a date within which to file the appeal, which will be at least ten (10) business days from the date of the notice;
 - unless an extension is agreed to by the applicant and the housing provider, hold the appeal within ten (10) business days of the request for the appeal;
 - confine the subject of the appeal to the reason for denial listed in the notice;
 - give the applicant a chance to present documents and/or witnesses showing that he or she will be a suitable tenant;
 - have an impartial supervisor or manager from the housing provider, but who is not the person who made the initial decision or a subordinate of the person who made the initial decision, conduct the appeal;
 - within 5 business days of the in person appeal, provide the applicant with a written decision that states the reason for the decision and the evidence relied upon. A copy of the written decision will be sent (electronically or otherwise) to the referring agency and the funding agency.
- If the rejection is based on a criminal background check obtained from a tenant screening agency, the Fair Chance Ordinance imposes additional notice requirements.

EXHIBIT I

Tenant Screening Criteria Policy

The screening criteria and considerations outlined below encourage providers to “screen in” rather than “screen out” applicants. These requirements are also designed to satisfy the requirements of San Francisco Police Code Article 49, Sections 4901-4920 or the Fair Chance Ordinance. This policy describes a minimum level of leniency; providers are encouraged to adopt less restrictive policies and processes whenever appropriate. For example, providers may opt not to review or consider applicant criminal records at all.

Screening Criteria

- Housing providers will not automatically bar applicants who have a criminal record² in recognition of the fact that past offenses do not necessarily predict future behavior, and many applicants with a criminal record are unlikely to re-offend.
- Housing providers will not consider:
 - arrests that did not result in convictions, except for an open arrest warrant;
 - convictions that have been expunged or dismissed under Cal. Penal Code § 1203.4 or 1203.4a;³
 - juvenile adjudications.
- Housing providers will consider:
 - the individual circumstances of each applicant; and
 - the relationship between the offense, and
 - (1) the safety and security of other tenants, staff and/or the property; and
 - (2) mitigating circumstances such as those listed below.
 - only those offenses that occurred in the prior 7 years, except in exceptional situations, which will be documented and justified, such as where the housing provider staff is aware that the applicant engaged in violent criminal activity against staff, residents or community members and/or that the applicant intentionally submitted an application with materially false information regarding criminal activity.
 - mitigating factors, including, but not limited to:
 - (1) the seriousness of the offense;
 - (2) the age and/or circumstances of the applicant at the time of the offense;
 - (3) evidence of rehabilitation, such as employment, participation in a job training program, continuing education, participation in a drug or alcohol treatment program, or letters of support from a parole or probation officer, employer, teacher, social worker, medical professional, or community leader;
 - (4) if the offense is related to acts of domestic violence committed against the applicant;
 - (5) if the offense was related to a person’s disability.

² The policy recognizes that some housing may be subject to mandatory laws that require the exclusion of an applicant based upon certain types of criminal activity.

³ The purpose of the statute is allow a petitioner to request a dismissal of the criminal accusations, a change in plea or setting aside of a verdict and to seek to have certain criminal records sealed or expunged and a release “from all penalties and disabilities resulting from the offense.”

EXHIBIT J

Developer Fee Policy

[To be attached]

Mayor's Office of Housing and Community Development
Policy on Development Fees For Tax Credit Projects
Effective October 16, 2020

This MOHCD Policy on Development Fees for Tax Credit Projects applies to all developments seeking City funding in conjunction with new Tax Credit financing for the current project, including recapitalization projects with existing MOHCD loans. This does not apply to non-Tax Credit projects such as Small Sites Program (SSP) projects, which are subject to the SSP Program Guidelines. It also does not apply to HOPE SF or RAD projects, which are subject to separate developer fee policies.

Developers may include fees in their project budgets according to the terms below.

I. MINIMUM FEES: 5% of total development costs.

II. MAXIMUM FEES: Notwithstanding any other section of this Policy, the maximum Total Fee that may be included in basis is the Tax Credit limit (currently 15% of Eligible Basis) subject to the additional limitations identified below.

A. Total Development Fee

("Total Fee") for different project types are further detailed below, and reflect the sum of the Cash-Out Fee (Base, Additional, and Deferred) and Non Cash-Out Fee (Deferred and General Partner Equity Contribution).

B. Fee Components

1. Cash-Out Fee (Base and Additional)

Project Type	9% Project - Maximum Cash-Out Fee	4% Project - Maximum Cash-Out Fee	Notes
New Construction	TCAC Maximum	The lesser of TCAC Maximum or \$2,200,000 (Base) + \$10,000 per unit over 100 units (Additional), if additional cash-out requires no additional MOHCD gap funding.	
Newly Acquired and Substantially Rehabilitated (Per unit Hard Cost >= \$75,000)	TCAC Maximum	Same as new construction fee.	-Hard Cost is defined as "Total Construction Costs" summed in the MOHCD Application in cell K37, Tab 4b-PermS&U.
Substantial Rehabilitation (Per unit Hard Cost >= \$75,000) by Existing or Affiliate GP -- Includes New City Funds or Re-structured City Debt	50% TCAC Maximum	The lesser of TCAC maximum or \$1,100,000 (Base) + \$10,000 per unit over 100 units (Additional), if additional cash-out requires no additional MOHCD gap funding.	-Sponsor may take the allowable fee for Newly Acquired and Rehabilitated projects described above if 1) in the project's original syndication, sponsor did not take the maximum allowable developer fee; or 2) sponsor adds new affordable units to the project.

			-Hard Cost is defined as “Total Construction Costs” summed in the MOHCD Application in cell K37, Tab 4b-Perms&U. -Sponsor cash out permissible only per MOHCD Cash Out Acquisition/Rehabilitation, Resyndication, and Refinancing Policy.
Recapitalization, acquisition, or transfer with less than \$75,000 Per unit hard cost capital improvements	No Fee	No Fee	-Hard Cost is defined as “Total Construction Costs” summed in the MOHCD Application in cell K37, Tab 4b-Perms&U. -Sponsor cash out permissible only per MOHCD Cash Out Acquisition/Rehabilitation, Resyndication, and Refinancing Policy.

- a. A note about Cash-Out Additional Fee: If Eligible Basis is less than Threshold Basis, projects over 100 units may take up to \$10,000 per unit over 100 as cash-out fee, but only if such cash payment does not require additional gap funding from MOHCD (see MOHCD Application, Tab 8-DevFeeCalc, for calculation).
2. Cash-Out Fee (Deferred): If Eligible Basis is less than Threshold Basis, Developers may include a Cash-Out Deferred Fee component in the Total Fee up to the aggregate of 50% of surplus cash flow taken over the project’s first 15 years of operation (after typical payments of base ground rent, the general partner management fee, and investor asset management fee, if applicable). Cash-Out Deferred Fee is shown as both a source and a use of funds in the capital budget. Developers may use industry standard inflators of income and expenses to calculate Cash-Out Deferred Fee.
 - a. Distributions of surplus cash as Deferred Fee are in lieu of (not in addition to) the typical 33.3% distribution of surplus cash to the Sponsor. At Year 15 of operations, or earlier if the Deferred Fee is fully repaid before then, a surplus cash distribution shall commence at 33.3% of surplus cash (after typical payments of base ground rent, the general partner management fee, and investor asset management fee, if applicable).
 - b. For projects supported by the Local Operating Subsidy Program, Cash-Out Deferred Fee must be taken over a minimum time period of 5 years.
3. Non-Cash Out Fee (Deferred and General Partner Equity Contribution): Where Eligible Basis is less than Threshold Basis, Developers should include in Total Fee the maximum amount available for re-contribution as General Partner Equity or as Non-Cash Out Deferred Fee. It is

MOHCD's intent to use Deferred Fee and General Partner Equity Contribution up to 15% of Eligible Basis to reduce MOHCD's overall contribution to projects, so that MOHCD may invest its funds in the most projects possible. MOHCD will work with developers, lenders, and investors to ensure that the developer fee structure meets MOHCD financing goals and feasibility considerations.

4. Commercial Developer Fee is not addressed in this Policy. Please see MOHCD's Commercial Underwriting Guidelines for information regarding development fees associated with Commercial, Community Serving Commercial, and Public Benefit Use spaces.

III. FEE DISTRIBUTION: The Cash-Out Base Fee shall be divided equally between "Project Management Fee" and "At-Risk Fee" (subject to the "At-Risk Fee Adjustment" described below). Any Cash-Out Additional Fee will be distributed as At-Risk Fee. Cash-Out Fees (Base and Additional) shall be distributed according to achievement of certain development milestones, as follows:

Example below assumes Base Fee is \$2.2 M and Additional Fee is \$300,000.

Project Management Milestone	% of Fee Distributed	Fee Amount
Acquisition, if applicable, or predevelopment loan closing (or another agreed-upon milestone if acquisition is not applicable, e.g. being awarded a City-owned site through a RFQ/RFP process)*	15%	\$165,000
During Predevelopment with no more than 50% of the total Project Management Fee to be disbursed prior to construction closing*	35%	\$385,000
At Construction Closing	20%	\$220,000
During Construction (disbursed upon request depending on % of construction completion) or at Completion of Construction	20%	\$220,000
Project Close-Out: Placed-In-Service application; 100% lease-up; City approval of sponsor's project completion report and documents; and City acceptance of final cost certification.	10%	\$110,000
TOTAL PROJECT MANAGEMENT FEE	100%	\$1,100,000

***Joint Venture development team partners must split all Fee during the pre-development period 50%-50%. This helps ensure the new or emerging partner has access to Fee upfront to support their participation in the project and their capacity building.**

At-Risk Fee Milestone	% of Fee Distributed	Fee Amount
Qualified Occupancy (95% Leased up and Draft Cost Certification Audit)	20%	\$280,000
Permanent Loan Closing/Conversion (Final Cost Certification Audit)	50%	\$700,000
Project Close-Out: Placed-In-Service application; 100% lease-up; City approval of sponsor's project completion report and documents; and City acceptance of final cost certification.	30%	\$420,000
TOTAL AT-RISK FEE	100%	\$1,400,000

A. At-Risk Fee Adjustment

When outside funding sources limit the Cash Out Fee to a value less than allowed under this Policy (e.g., California's Department of Housing and Community Development), the Developer may still be paid a maximum of \$1.1M as a Project Management Fee and the At-Risk Fee shall be reduced to bring the total Cash-Out Fee (Base and Additional) in line with the outside funding source cap.

IV. WAIVERS OF THE DEVELOPER FEE POLICY

The Citywide Affordable Housing Loan Committee may approve a waiver or modification of any portion of this Policy for the purpose of assuring project feasibility. All recommendations related to this Policy are subject to the Mayor's approval in his or her sole discretion.

V. CDBG or HOME REQUIREMENTS

If MOHCD uses CDBG or HOME funds to pay the development fee, it is considered "program income", and, should MOHCD request it, the Sponsor must provide a report to MOHCD on its use of developer fees.

Recipients of CDBG administrative funding may not also receive a Project Management Fee for the same project covering the same time period.

VI. POLICY IMPLEMENTATION

This Policy applies to any development that has not received its gap financing commitment or debt restructuring approval from MOHCD by the effective date of the Policy.

EXHIBIT K

Hold Harmless Policy

[To be attached]

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



London N. Breed
Mayor

Kate Hartley
Director

Hold Harmless Policy for MOHCD's Income Limits & Maximum Rents
Effective: 5/3/2019 (update to the initial policy that was effective 2/19/2016)

Background

Every year, the United States Department of Housing and Urban Development ("HUD") publishes area median income ("AMI") data for jurisdictions across the United States. The City and County of San Francisco, acting through its Mayor's Office of Housing and Community Development ("MOHCD"), is a part of the San Francisco HUD Metropolitan Fair Market Rent Area ("SF HMFA"), which contains San Francisco, San Mateo and Marin County. MOHCD uses HUD's unadjusted AMI for SF HMFA as opposed to adjusted AMI, which is inflated to reflect high cost factors, to establish the income limits, maximum rents and sales prices that apply to affordable housing projects and programs regulated by MOHCD.

In 2016, MOHCD established a Hold Harmless Policy which stated that in any year when AMI decreased, MOHCD would maintain the income limits, maximum rents and sales prices at the previous year's levels in order to protect the operational integrity of affordable and inclusionary housing developments.

Purpose

This update to the Hold Harmless Policy (this "Policy") adds a limit to annual increases to income limits, maximum rents and sales prices published by MOHCD in order to mitigate the significant financial burden on low- and moderate-income tenants and homebuyers during periods of high escalation of AMI in San Francisco.

This Policy establishes the following:

- Limit annual increases to income limits, maximum rents, and sale prices to a maximum of 4%ⁱ
- Uphold the current policy of maintaining income limits, maximum rents and sales prices at the previous year's levels in years when AMI, as published by HUD, has decreased.

This Policy is intended to limit harm by:

1. Protecting tenants from displacement due to annual rent increases that would cause a significant financial burden; and
2. Protecting the operational integrity of housing developments so that owners are able to cover operating costs that typically increase annually, even when AMI decreases; and

3. Ensuring that San Francisco’s low-, moderate- and middle-income workforce retain access to homeownership opportunities.

Hold Harmless Limits

For the purpose of this Policy:

“HUD SF AMI” means the maximum income by household size, maximum rent by unit type, and maximum sales prices as published annually by MOHCD, derived from the median income determined by HUD for the San Francisco area, adjusted solely for household size, but not high housing cost area, also referred to as “Unadjusted Median Income”.

“MOHCD AMI” means the maximum income by household size, maximum rent by unit type, and maximum sales prices as published annually by MOHCD under this Policy.

“Housing Provider” means any person or entity that owns a multi-family property that is restricted for the purpose of affordable housing and/or subject to MOHCD administration, regulations, or policies.

Limited Increases: Annual increases to MOHCD AMI shall be limited to the lesser of: (1) the percentage amount necessary to adjust MOHCD AMI to match the then-current year’s HUD SF AMI, or (2) four percent (4%)ⁱ. This Policy limits year-over-year increases to MOHCD AMI to 4% in periods of high HUD SF AMI escalation, while allowing MOHCD AMI to “catch up” to HUD SF AMI during periods when HUD SF AMI grows slowly, is static, or decreases.

Limited Decreases: This update to the Policy does not eliminate the Hold Harmless Policy adopted in 2016. In years when the MOHCD AMI matches the HUD SF AMI, and the subsequent year’s HUD SF AMI decreases, MOHCD will maintain the MOHCD AMI from the previous year. If, in subsequent years, HUD SF AMI decreases again, stays flat, or increases to a level that is still lower than before the initial decrease, MOHCD will maintain its published AMI until such time as the HUD SF AMI increases to a level that is greater than the MOHCD AMI.

The application of this Policy may result in the creation of a calculation of MOHCD AMI that is different than the HUD SF AMI. The below chart demonstrates how this Policy would be applied over a hypothetical 6-year period:

	Base Year	Year 2		Year 3		Year 4		Year 5		Year 6	
	AMI	AMI	% Change	AMI	% Change	AMI	% Change	AMI	% Change	AMI	% Change
HUD SF AMI	100.0	108.0	8.0%	107	-0.9%	111	3.9%	109.0	-2.0%	112.5	3.2%
MOHCD AMI	100.0	104.0	4.0%	107	2.9%	111	3.9%	111	0.0%	112.5	1.2%

Utility Allowances

Notwithstanding anything to the contrary in this Policy, it is important to note that a Housing Provider will be required to lower net rents (i.e. tenant-paid rent) as the result of increases in utility allowances in years when the MOHCD AMI matches the HUD SF AMI, and HUD SF AMI has decreased or remained flat. MOHCD AMI establishes the limits for maximum gross rent (aka “Tier 2 rent” under the City’s Inclusionary Housing Manual),” which consists of tenant rent plus utility allowance. If HUD SF AMI decreases or remains flat, and therefore MOHCD AMI remain the same as the previous year, an increase in the utility allowance means that the tenant rent would have to be lowered.

Limited Hardship Waiver

MOHCD will consider, in its sole discretion, a waiver of this Policy from a Housing Provider with rental units restricted under contracts (i.e., loan agreement, grant agreement, or other agreement for funding from the City) with MOHCD upon demonstration that: (1) the MOHCD AMI imposes a financial hardship that puts at risk the Housing Provider's ability to cover reasonable operating costs and debt service, (2) existing tenants will not be unreasonably financially burdened by the Housing Provider's proposed rent increases, and (3) the Housing Provider is not in default under any contract with MOHCD. Any waiver from this Policy approved by MOHCD, in its sole discretion, shall apply for only one year. Housing Providers are solely responsible for providing MOHCD with any documentation requested by MOHCD to support a hardship waiver of this Policy.

ⁱ The application of the 4% increase is made on the amount for the 100% AMI level for a 4-person family. MOHCD continues to using rounding to the nearest \$50 on the calculations for all of the other income levels and household sizes. The use of rounding may create nominal differences in the percentage increases for all of the other max income levels and household sizes, as well as for all of the maximum rents.

EXHIBIT L
Insurance Requirements

Subject to approval by the City's Risk Manager of the insurers and policy forms, Borrower will obtain and maintain, or caused to be maintained, the insurance and bonds as set forth below from the date of this Agreement or other applicable date set forth below throughout the Compliance Term at no expense to the City:

1. **Liability Insurance.** Borrower will obtain and maintain, or cause its contractors, subcontractors, property managers and/or agents, as appropriate for each, to obtain and maintain, insurance and bonds as follows:

(a) to the extent Borrower or its contractors and subcontractors have "employees" as defined in the California Labor Code, workers' compensation insurance with employer's liability limits not less than One Million Dollars (\$1,000,000) each accident, injury or illness;

(b) commercial general liability insurance, with limits no less than Two Million Dollars (\$2,000,000) combined single limit per occurrence and Four Million Dollars (\$4,000,000) annual aggregate limit for bodily injury and property damage, including coverage for contractual liability; personal injury; fire damage legal liability; advertisers' liability; owners' and contractors' protective liability; products and completed operations; broad form property damage; and explosion, collapse and underground (XCU) coverage during any period in which Borrower is conducting any activity on, alteration or improvement to the Site with risk of explosions, collapse, or underground hazards;

(c) business automobile liability insurance, with limits not less than One Million Dollars (\$1,000,000) each occurrence, combined single limit for bodily injury and property damage, including owned, hired and non-owned auto coverage, as applicable;

(d) professional liability insurance of no less than Two Million Dollars (\$2,000,000) per claim and Four Million Dollars (\$4,000,000) annual aggregate limit covering all negligent acts, errors and omissions of Borrower's architects, engineers and surveyors. If the professional liability insurance provided by the architects, engineers, or surveyors is "Claims made" coverage, Borrower will assure that these minimum limits are maintained for no less than three (3) years beyond completion of the constructions or remodeling. Any deductible over Fifty Thousand Dollars (\$50,000) each claim will be reviewed by Risk Management; and

(e) a crime policy or fidelity bond covering Borrower's officers and employees against dishonesty with respect to the Funds of no less than Seventy Five Thousand Dollars (\$75,000) each loss, with any deductible not to exceed Five Thousand Dollars (\$5,000) each loss, including the City as additional obligee or loss payee;

(f) as applicable, pollution liability and/or asbestos pollution liability covering the work being performed with a limit no less than Two Million Dollars (\$2,000,000) per claim or occurrence and Two Million Dollars (\$2,000,000) annual aggregate per policy. This coverage will be endorsed to include Non-Owned Disposal Site coverage. This policy may be provided by the Borrower's contractor, provided that the policy will be "claims made" coverage and Borrower will require Borrower's contractor to maintain these minimum limits for no less than three (3) years beyond completion of the construction or remodeling.

2. Property Insurance. Borrower will maintain, or cause its contractors and property managers, as appropriate for each, to maintain, insurance and bonds from the date Borrower acquires Control of the Site as follows:

(a) Prior to construction:

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

(b) During the course of construction:

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

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

(c) Upon completion of construction:

(i) Property insurance, excluding earthquake and flood, in the amount no less than One Hundred Percent (100%) of the replacement value of all completed improvements and City property in the care, custody and control of the Borrower or its contractor. For rehabilitation/construction projects that are unoccupied by residential or commercial tenants, Tenant will obtain Property Insurance by the date that the project receives a Certificate of Substantial Completion.

(ii) Boiler and machinery insurance, comprehensive form, covering damage to, loss or destruction of machinery and equipment located on the Site that is used by Borrower for heating, ventilating, air-conditioning, power generation and similar purposes, in an amount not less than one hundred percent (100%) of the actual replacement value of such machinery and equipment with a deductible not to exceed Ten Thousand Dollars (\$10,000) each loss, including the City as loss payee.

The following notice is provided in accordance with the provisions of California Civil Code Section 2955.5: Under California law, no lender will require a borrower, as a condition of receiving or maintaining a loan secured by real property, to provide hazard insurance coverage against risks to the improvements on that real property in an amount exceeding the replacement value of the improvements on the property.

3. Commercial Space. Borrower will require that all nonresidential tenants' liability insurance policies include Borrower and the City as additional insureds, as their respective interests may appear. Throughout the term of any lease of Commercial Space in the Project, Borrower will require commercial tenants to maintain insurance as follows:

(a) to the extent the tenant has "employees" as defined in the California Labor Code, workers' compensation insurance with employer's liability limits not less than One Million Dollars (\$1,000,000) each accident;

(b) commercial general liability insurance, with limits not less than One Million Dollars (\$1,000,000) each occurrence, combined single limit for bodily injury and property damage, including coverage for contractual liability; personal injury; advertisers' liability; including coverage for loss of income due to an insured peril for twelve (12) months; owners' and contractors' protective; broadform property damage; explosion, collapse and underground (XCU); products and completed operations coverage;

(c) business automobile liability insurance, with limits not less than One Million Dollars (\$1,000,000) each occurrence, combined single limit for bodily injury and property damage, including owned, hired and non-owned auto coverage, as applicable;

(d) with respect to any tenant who has (or is required by Law to have) a liquor license and who is selling or distributing alcoholic beverages and/or food products on the leased premises, to maintain liquor and/or food products liability coverage with limits not less than One Million Dollars (\$1,000,000), as appropriate;

(e) special form coverage insurance, including vandalism and malicious mischief, in the amount of 100% of the full replacement cost thereof, covering all furnishings, fixtures, equipment, leasehold improvements, alterations and property of every kind of the tenant and of persons claiming through the tenant; and

(f) full coverage plate glass insurance covering any plate glass on the commercial space.

4. General Requirements.

(a) Required Endorsements. Borrower's insurance policies will include the following endorsements:

(i) Commercial General Liability and Commercial Automobile Liability Insurance policies will be endorsed to name as "Additional Insured" the City and County of San Francisco, its officers, agents, and employees.

(ii) The Workers' Compensation policy(ies) will be endorsed with a waiver of subrogation in favor of the City for all work performed by the Borrower, its employees, agents, contractor(s), and subcontractors.

(iii) Commercial General Liability and Commercial Automobile Liability Insurance policies will provide that such policies are primary insurance to any other insurance available to the "Additional Insureds," with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(iv) All policies will be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices will be sent to the City address set forth in **Section 21.1** of the Agreement.

Borrower will provide the City with copies of endorsements for each required insurance policy and make each policy available for inspection and copying promptly upon request.

(b) Certificates of Insurance. By no later than Loan closing and annually thereafter, Borrower will furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Borrower's liability under this Agreement.

(c) Waiver of Subrogation – Property Insurance. With respect to any property insurance, Borrower hereby waives all rights of subrogation against the City to the extent of any loss covered by Borrower's insurance, except to the extent subrogation would affect the scope or validity of insurance.

(d) Claims Based Policies. All claims based on acts, omissions, injury or damage occurring or arising in whole or in part during the policy period must be covered. If any required insurance is provided under a claims-made form, Borrower will maintain coverage as follows:

(i) for builder's risk, continuously for a period ending no less than three (3) years after recordation of a notice of completion without lapse, to the effect that, if any occurrences give rise to claims made after completion of the Project, then those claims will be covered by the claims-made policies; or

(ii) for all other insurance under this Exhibit L, continuously through the Compliance Term and, without lapse, for a period of no less than three (3) years beyond the expiration of the Compliance Term, to the effect that, if any occurrences during the Compliance Term give rise to claims made after expiration of the Agreement, then those claims will be covered by the claims-made policies.

(e) Additional Requirements.

(i) If any of the required insurance is provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit will be double the occurrence or claims limits specified above.

(ii) Any and all insurance policies required under this Exhibit L will contain a clause providing that the City and its officers, agents and employees will not be liable for any required premium.

(iii) On City's request, Borrower and City will periodically review the limits and types of insurance carried under this Exhibit L. If the general commercial practice in the City and County of San Francisco is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by Borrower for risks comparable to those associated with the Permit Area, then City in its sole discretion may require Permittee to increase the amounts or coverage carried by Borrower to conform to the general commercial practice, unless Borrower demonstrates to the City's satisfaction that the increased coverage is commercially unreasonable and unavailable to Borrower.

(iv) Borrower's compliance with the insurance requirements under this Exhibit L will in no way relieve or decrease Borrower's indemnification obligations under this Agreement or any of Borrower's other obligations under this Agreement.

Exhibit M
Form of Deed of Trust

[To be attached]

Free Recording Requested Pursuant to
Government Code Section 27383 and 27388.1

When recorded, mail to:
Mayor's Office of Housing and Community Development
of the City and County of San Francisco
1 South Van Ness Avenue, 5th Floor
San Francisco, California 94103
Attn: _____
Block/Lot: _____

-----Space Above This Line for Recorder's Use-----

**DEED OF TRUST, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**
(Property Address: 772 Pacific Avenue, San Francisco, CA 94133)

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("Deed of Trust") is made as of _____, _____, by **NEW ASIA HOUSING, L.P.**, a California limited partnership ("Trustor"), whose address is _____, San Francisco, California 9____, to **[NAME OF TITLE INSURANCE COMPANY]**, a _____ ("Trustee"), whose address is _____, San Francisco, California, for the benefit of the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation, represented by the Mayor, acting through the Mayor's Office of Housing and Community Development ("Beneficiary"). This Deed of Trust is executed pursuant to a Loan Agreement by and between Trustor and Beneficiary dated as of [_____, 20__], as it may be amended from time to time (the "Agreement"), the provisions of which are incorporated herein by reference. Definitions and rules of interpretation set forth in the Agreement apply to this Deed of Trust.

1. Grant in Trust. For valuable consideration, Trustor hereby grants, transfers and assigns to Trustee, in trust, with power of sale, for the benefit of Beneficiary, all right, title and interest Trustor now has or may have in the future in the following (all or any part of the following, or any interest in all or any part of it, as the context requires, the "Property"):

(a) that real property situated in the City and County of San Francisco, State of California, described in **Exhibit A** attached hereto and incorporated herein by reference (the "Land"), on which Trustor intends to construct a an 86-unit multifamily rental housing development, affordable to low-income senior households, including a commercial shell of a banquet hall and/or other compatible uses (the "Commercial Space") which will be known as 772 Pacific (the "Project"); and

(b) all buildings, structures and other improvements now or in the future located or to be constructed on the Land (the “Improvements”); and

(c) all existing and future leases, subleases, tenancies, subtenancies, licenses, occupancy agreements and concessions, and any guarantees thereof (“Leases”) relating to the use and enjoyment of all or any part of the Land and Improvements, and any and all guaranties and other agreements relating to or made in connection with any of the Leases; and

(d) all of Trustor's interest in and under that certain Ground Lease dated as of _____, by and between the City and County of San Francisco, as lessor, and Trustor, as lessee, including any options of any nature whatsoever, and any future interest of Trustor in fee title to the Land; and

(e) except for personal property and removable fixtures installed by tenants or subtenants, all goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Land and Improvements, whether stored on the Land or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment, all of which will be considered to the fullest extent of the law to be real property for purposes of this Deed of Trust; and

(f) all building materials, equipment, work in process or other personal property of any kind, whether stored on the Land or elsewhere, that have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Land or Improvements; and

(g) all Loan funds, whether disbursed or not, and all funds now or in the future on deposit in the Replacement Reserve Account, the Operating Reserve Account and any other account required or authorized for the Project; and

(h) all proceeds, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Land, Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements; and

(i) all books and records pertaining to any and all of the property described above, including records relating to tenants under any Leases, the qualifications of any tenants and any certificates, vouchers and other documents in any way related thereto and records

relating to the application and allocation of any federal, state or local tax credits or benefits; and

(j) all rents, revenues, issues, royalties, proceeds, profits, income, reimbursements, royalties, receipts and similar items, including prepaid rent and security deposits, in whatever form (including, but not limited to, cash, checks, money orders, credit card receipts or other instruments for the payment of money) paid or payable in connection with the Property ("Rents"), from the Land and the Improvements, subject to: (i) Trustor's right to collect and retain the same as they become due and payable; and (ii) Beneficiary's rights under **Section 3 below**; and

(k) all intangible personal property and rights relating to the Property or its operation or used in connection with it, including, without limitation, permits, licenses, plans, specifications, construction contracts, subcontracts, bids, soils reports, engineering reports, land planning maps, drawings, construction contracts, notes, drafts, documents, engineering and architectural drawings, deposits for utility services, installations, refunds due Trustor, trade names, trademarks, and service marks; and

(l) all proceeds of, interest accrued on, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

2. Obligations Secured. This Deed of Trust is given for the purpose of securing the following (collectively, the "Secured Obligations"):

(a) performance of all present and future obligations of Trustor set forth in the Agreement, specifically compliance with certain restrictions on the use of the Property recited in that certain Declaration of Restrictions executed by Trustor, dated as of the date of and being recorded concurrently with this Deed of Trust, as it may be amended from time to time, and the promissory note dated the date of this Deed of Trust, made by Trustor to the order of Beneficiary (as it may be amended from time to time, the "Note") and performance of each agreement incorporated by reference, contained therein, or entered into in connection with the Agreement;

(b) payment of the indebtedness evidenced by the Agreement and the Note in the original principal amount of _____ and No/100 Dollars (\$_____.00), with interest, according to the terms of the Agreement and the Note; and

(c) payment of any additional sums Trustor may borrow or receive from Beneficiary, when evidenced by another note (or any other instrument) reciting that payment is secured by this Deed of Trust.

3. Assignment of Rents.

(a) Assignment as Additional Security. Trustor hereby irrevocably grants, transfers, and assigns to Beneficiary all of its right, title, and interest in and to the Rents as additional security for the Secured Obligations. Subject to the provisions of subsection 3(d) below, Beneficiary hereby confers upon Trustor a license ("License") to collect and retain the Rents as they become due and payable, so long as no Event of Default exists and is continuing. If an Event of Default has occurred and is continuing, Beneficiary shall have the right, which it may choose to exercise in its sole discretion, to terminate this License without notice to or demand upon Trustor, and without regard to the adequacy of Beneficiary's security under this Deed of Trust.

(b) Collection and Application of Rents. Subject to the License granted to Trustor under subsection 3(a) above, Beneficiary has the right, power, and authority to collect any and all Rents. Subject to the License granted to Trustor under subsection 3(a) above, Trustor hereby appoints Beneficiary its attorney-in-fact to perform any and all of the following acts, if and at the times when Beneficiary in its sole discretion may so choose:

1. Demand, receive, and enforce payment of any and all Rents; or
2. Give receipts, releases, and satisfactions for any and all Rents; or
3. Sue either in the name of Trustor or in the name of Beneficiary for any and all Rents.

Beneficiary's right to the Rents does not depend on whether or not Beneficiary takes possession of the Property. In Beneficiary's sole discretion, it may choose to collect Rents either with or without taking possession of the Property. Beneficiary shall apply all Rents collected by it in the manner provided under this Deed of Trust. If an Event of Default occurs while Beneficiary is in possession of all or part of the Property and is collecting and applying Rents as permitted under this Deed of Trust, Beneficiary, Trustee and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this Deed of Trust and at law or in equity, including the right to exercise the power of sale granted hereunder.

(c) Beneficiary Not Responsible. Under no circumstances shall Beneficiary have any duty to produce Rents from the Property. Regardless of whether or not Beneficiary, in person or by agent, takes actual possession of the Real Property and Improvements, Beneficiary is not and shall not be deemed to be:

1. A "mortgagee in possession" for any purpose; or
2. Responsible for performing any of the obligations of the lessor under any lease; or
3. Responsible for any waste committed by lessees or any other parties, any dangerous or defective condition of the Property, or any negligence in the management, upkeep, repair, or control of the Property; or
4. Liable in any manner for the Property or the use, occupancy, enjoyment or operation of all or any part of it.

(d) Election by Beneficiary. Upon the occurrence and during the continuance of an Event of Default, Beneficiary, at its option, may exercise its rights under this Section or otherwise provided under applicable law (including, but not limited to, under Section 2938 of the California Civil Code).

4. Trustor's Covenants. To protect the security of this Deed of Trust, Trustor agrees as follows:

(a) to perform the Secured Obligations in accordance with their respective terms;

(b) to keep the Land and the Improvements in good condition and repair, normal wear and tear and acts of God excepted; not to remove or demolish any Improvements without Beneficiary's prior written consent; to complete or restore promptly and in good and workmanlike manner any Improvement constructed, damaged or destroyed on the Land; to pay when due all claims for labor performed and materials furnished therefor, subject to Trustor's right to contest any claim in good faith; to comply with all laws affecting the Project, subject to Trustor's right to contest any claim in good faith; not to commit or permit waste with respect to the Land or the Improvements; not to commit, suffer or permit any act upon the Land or the Improvements in violation of law, including Environmental Laws; and to do all other acts made reasonably necessary by the character or use of the Land and the Improvements;

(c) to provide, maintain and deliver to Beneficiary property and liability insurance as required under the Agreement and apply any insurance proceeds as provided below;

(d) to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and reasonable attorneys' fees and costs incurred in any such action or proceeding in which Beneficiary or Trustee may appear and in any suit brought by Beneficiary to foreclose this Deed of Trust following an Event of Default;

(e) to pay in accordance with the Agreement, but in each case prior to delinquency: (i) all taxes and assessments affecting the Property, including assessments on appurtenant water stock; and (ii) all encumbrances, charges and liens, with interest, on the Property or any part thereof that appear to be prior or superior hereto;

(f) should Trustor fail to make any payment or to do any act as herein provided, then, without: (i) obligation to do so; (ii) notice to or demand upon Trustor; or (iii) releasing Trustor from any obligation hereof, Beneficiary or Trustee may: (A) make or do the same in any manner and to the extent as it deems necessary to protect the security hereof; (B) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; (C) pay, purchase, contest or compromise any encumbrance, charge or lien that in its judgment appears to be prior or superior hereto; and

(D) in exercising these powers, pay necessary expenses, employ counsel and pay reasonable attorneys' fees and costs, and Trustor consents to Beneficiary's and/or Trustee's entry upon the Land and Improvements for any purpose set forth in this Subsection, including Beneficiary's exercise of its rights under California Code of Civil Procedure Section 564(c); and

(g) to reimburse within five (5) days of demand all sums expended by Beneficiary or Trustee pursuant to this Deed of Trust, with interest at an annual rate of interest equal to the lesser of: (i) ten percent (10%); or (ii) the maximum lawful rate from date of expenditure to the date of payment.

5. Security Agreement and Fixture Filing.

(a) Grant of Security Interest. Without limiting any of the other provisions of this Deed of Trust, to secure the payment, performance and observance of the Secured Obligations, Trustor, as debtor (referred to in this Section 5 as "Debtor"), expressly grants to Beneficiary, as secured party (referred to in this Section 5 as "Secured Party"), a continuing security interest in all the Property (including now and hereafter existing) to the full extent that any portion of the Property may be subject to the Uniform Commercial Code. For purposes of this Section 5, "Collateral" means the personal property (tangible or intangible) and fixtures included in the Property.

(b) Debtor's Covenants, Representations, and Warranties.

(i) Debtor covenants and agrees with Secured Party that:

(1) In addition to any other remedies granted in this Deed of Trust to Secured Party or Trustee (including specifically, but not limited to, the right to proceed against the Property in accordance with the rights and remedies in respect of the Property that is real property under the Uniform Commercial Code), Secured Party may, if an Event of Defaults occurs and is continuing, proceed under the Uniform Commercial Code as to all or any part of the Collateral, and shall have and may exercise with respect to the Collateral all the rights, remedies, and powers of a secured party under the Uniform Commercial Code.

(2) Without limiting the foregoing, Secured Party shall have the right upon any public sale or sales, and, to the extent permitted by law, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in Debtor. Debtor further agrees to allow Secured Party to use or occupy the Property, without charge, for the purpose of effecting any of Secured Party's remedies in respect of the Collateral.

(3) To the extent permitted by applicable law, Debtor waives all claims, damages, and demands against Secured Party arising out of the repossession, retention, or sale of the Collateral, except for claims, damages, and demands due to the active gross negligence or willful misconduct of Secured Party in dealing with such Collateral. Trustor agrees that Secured Party need not give more than five (5) days' notice of the time and place of any public sale or of the time at which a private sale will take place and that such notice is reasonable notification of such matters. Secured Party may disclaim any warranties that might arise in connection with the sale, lease, license, or other disposition of

the Collateral and have no obligation to provide any warranties at such time. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(4) To the extent permitted by law, Debtor hereby specifically waives all rights of redemption, stay, or appraisal which it has or may have under any law now existing or hereafter enacted.

(ii) Debtor hereby authorizes Secured Party to file financing and continuation statements with respect to the Collateral as Secured Party may reasonably require.

(iii) Debtor hereby represents and warrants that no financing statement is on file in any public office except as authorized by Secured Party. Debtor will at its own cost and expense, upon demand, furnish to Secured Party such further information and will execute and deliver to Secured Party financing statements and other documents in form reasonably satisfactory to Secured Party and will do all such acts that Secured Party may at any time or from time to time reasonably require to establish and maintain a perfected security interest in the Collateral as security for the Secured Obligations, subject only to liens or encumbrances approved by or benefiting Secured Party. Debtor will pay the actual expense of filing or recording such financing statements or other documents, and this instrument, as and where reasonably required by Secured Party.

(iv) To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover all rents, royalties, issues and profits, and all inventory accounts, accounts receivable and other revenues of the Property.

(c) Fixture Filing. Certain of the Collateral is or will become "fixtures" (as that term is defined in the Uniform Commercial Code). This Deed of Trust, upon being filed for record in the real estate records of San Francisco County, shall operate also as a financing statement and fixture filing upon such of the Collateral that is or may become fixtures under the Uniform Commercial Code. Debtor's name and type and jurisdiction of entity are set forth in the introductory paragraph hereof. Debtor's address is set forth above. Debtor's EIN Number is [_____]. Secured Party's name and mailing address are set above.

6. Insurance and Condemnation Proceeds.

(a) Trustor hereby assigns to Beneficiary any award of damages arising from the condemnation of all or any part of the Property for public use and any insurance proceeds arising from injury to all or any part of the Property or the Project.

(b) Any condemnation award or insurance proceeds must be paid to Beneficiary or, if Beneficiary has consented to subordinate the lien of this Deed of Trust to

the lien of another lender for the Project, according to the provisions in the senior lender's loan documents.

(c) If a condemnation award or insurance proceeds are paid to Beneficiary, Beneficiary will release or authorize the release of funds to Trustor, provided that the funds will be used for the reconstruction of the Project in accordance with: (i) projections demonstrating that reconstruction is economically feasible; and (ii) Trustor's construction budget, each of which must be satisfactory to Beneficiary in its reasonable discretion. In all other cases, Beneficiary may choose in its discretion to apply funds to Trustor's obligations under the Note and the Agreement or to any senior obligations, in accordance with the respective priorities of the approved lienholders as their interests may appear of record, with the remaining funds, if any, released to Trustor.

(d) Trustor agrees that Beneficiary's application or release of funds pursuant to this Section will not cure or waive any default or Notice of Default (as defined below) or invalidate any act by Beneficiary performed following a default pursuant to any City Document unless the default has been cured by the application or release of funds.

7. Further Agreements. Trustor further acknowledges and agrees as follows:

(a) Beneficiary does not waive its right either to require prompt payment when due of all other sums secured by this Deed of Trust or to declare Trustor in default for failure to pay timely by accepting payment of any sum secured hereby after its due date.

(b) Trustee may reconvey any part of the Property at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the Note for endorsement without affecting the liability of any entity or person for payment of the indebtedness secured hereby.

(c) Upon: (i) written request of Beneficiary stating that all obligations secured hereby have been paid or performed; (ii) Beneficiary's surrender of this Deed of Trust and the Note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose; and (iii) payment of its fees, if any, Trustee shall reconvey the Property then held hereunder without covenant or warranty.

(d) Any voluntary or involuntary conveyance, sale, encumbrance, pledge or other transfer of all or any interest in the Property or in Trustor, including a security interest, in violation of the Agreement will constitute an Event of Default (as defined below) giving Beneficiary the right to exercise its remedies at law or in equity.

(e) For the purposes of this Deed of Trust, Beneficiary from time to time may substitute a successor or successors to Trustee named herein or acting hereunder by instrument in writing executed by Beneficiary and duly acknowledged and recorded in the office of the recorder of San Francisco County, which instrument shall be conclusive proof of

proper substitution of a successor trustee or trustees. Without conveyance from Trustee, any successor or substitute trustee will succeed to all title, estate, rights, powers, and duties of Trustee. The instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the recording information for this Deed of Trust and the name and address of the new Trustee.

(f) This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns, provided that this subsection does not constitute Beneficiary's consent to any transfer in violation of this Deed of Trust. The term Beneficiary shall mean the holder of the Note, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or the neuter, and the singular number includes the plural.

(g) Trustee accepts this Trust when this duly executed and acknowledged Deed of Trust is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

8. Beneficiary's Rights Following Default. Upon any default by Trustor in performance of the Secured Obligations following expiration of any applicable notice and cure periods ("Event of Default"):

(a) Trustor's license to collect and retain Rents will terminate automatically.

(b) Trustor consents to Beneficiary's entry upon and taking possession of the Property or any part thereof, at any time after the occurrence of an Event of Default without notice, either in person, by agent or by a receiver to be appointed by a court without regard to the adequacy of any security for the indebtedness hereby secured to sue for or otherwise collect and apply Rents, less costs and expenses of operation and collection, including those of the Property, in its own name or in the name of Trustor. Beneficiary's collection and application of Rents shall not cure or waive any Event of Default or Notice of Default or invalidate any act done pursuant to any notice.

(c) Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold the Property ("Notice of Default"), and:

i. Trustee shall cause the Notice of Default to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note and all documents evidencing expenditures secured hereby.

ii. After the lapse of time then required by law following the recordation of a Notice of Default, and notice of sale ("Notice of Sale") having been given as then required by law, Trustee without demand on Trustor may sell the Property at the time and place fixed in the Notice of Sale either as a whole or in separate parcels in any order at public auction to the highest bidder for cash in lawful money of the United States payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at the time and place of sale and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to any purchaser a trustee's deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the trustee's deed of any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary, may purchase at the sale.

iii. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: (A) all sums expended under the terms of this Deed of Trust not then repaid, with accrued interest at the highest rate allowed by law in effect at the date hereof; (B) all other sums then secured hereby; and (C) the remainder, if any, to the person or persons legally entitled thereto.

9. Notice of Default to Trustor. The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to it at its address set forth above or any succeeding address given by notice in accordance with the Agreement.

Remainder of Page Intentionally Left Blank; Signatures Appear On Following Page

“TRUSTOR:”

NEW ASIA HOUSING, L.P.,
A California limited partnership

By: New Asia Housing LLC.
a California limited liability
corporation

Its: General Partner

By: Chinatown Community Development
Center, a California nonprofit public
benefit corporation

Its: Sole Member/Manager

By: _____
Malcolm Yeung
Executive Director

[ALL SIGNATURES MUST BE NOTARIZED.]

EXHIBIT A

Legal Description of the Land

A LEASEHOLD INTEREST IN THE FOLLOWING LAND SITUATED IN THE CITY OF
SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA,
DESCRIBED AS FOLLOWS:

Street Address:

772 Pacific Avenue, San Francisco, California 94133

EXHIBIT A

EXHIBIT N
Form of Declaration of Restrictions

[To be attached]

Exhibit O

Free Recording Requested Pursuant to
Government Code Section 27383

Recording requested by and
when recorded mail to:
City and County of San Francisco
Mayor's Office of Housing
and Community Development
1 South Van Ness Avenue, 5th Floor
San Francisco, California 94103
Attn: _____
APN#: _____
Address: 772 Pacific Avenue, San Francisco, California

-----Space Above This Line for Recorder's Use-----

**DECLARATION OF RESTRICTIONS AND
AFFORDABLE HOUSING COVENANTS**
(772 Pacific Avenue, San Francisco, California)

THIS DECLARATION OF RESTRICTIONS AND AFFORDABLE HOUSING COVENANTS (this "Declaration") is made as of _____, _____, by **NEW ASIA HOUSING, L.P.**, a California limited partnership ("Borrower"), in favor of the **CITY AND COUNTY OF SAN FRANCISCO**, represented by the Mayor, acting by and through the Mayor's Office of Housing and Community Development (the "City").

RECITALS

A. The City is making a loan (the "Loan") to Borrower of 2019 General Obligation Bond, Housing Trust Fund, and 772 Montgomery Donation funds to finance costs associated with the development of the leasehold interest in the real property described in **Exhibit A** attached hereto and incorporated herein by reference (the land and the leasehold interest, the "Property") as low-income affordable housing (the "Project"). The Loan is evidenced by, among other documents, a Loan Agreement between the City and Borrower dated as of the date of this Declaration, as it may be amended from time to time (the "Agreement"). The Agreement is incorporated by reference in this Declaration as though fully set forth in this Declaration. Definitions and rules of interpretation set forth in the Agreement apply to this Declaration.

B. Pursuant to the Agreement, Borrower has agreed to comply with certain affordability covenants and other use and occupancy restrictions set forth in the Agreement (collectively, the "Regulatory Obligations"), commencing on the date the Deed of Trust is recorded in the Official Records of San Francisco County, and continuing for the Life of the Project (the "Compliance Term"), even if the Loan is repaid or otherwise satisfied or the Deed of Trust is reconveyed.

AGREEMENT

Now, therefore, in consideration of the City providing the Loan in accordance with the City Documents, Borrower agrees as follows:

1. Borrower will comply with the Regulatory Obligations and this Declaration through the expiration of the Compliance Term, regardless of any reconveyance of the Deed of Trust. Specifically, Borrower agrees as follows, subject to additional terms as set forth in the Agreement:

1.1 With the exception of one Unit reserved for the manager of the Project, Units in the Project will at all times be rented only to tenants who qualify as Qualified Tenants at initial occupancy, specifically:

Unit Size	No. of Units	Maximum Income Level	Rental Subsidy
0 BD – Studio	20	50% of Median Income	LOSP
0 BD – Studio (Plus Housing)	5	50% of Median Income	
0 BD - Studio	26	60% of Median Income	SOS
0 BD - Studio	14	60% of Median Income	
0 BD - Studio	1	Unrestricted	
Total 0-BD - Studios	66		
1 Bedroom	8	60% of Median Income	SOS
1 Bedroom	12	60% of Median Income	
Total 1-Bedrooms	20		

All Units will be rented at all times to tenants who are seniors.

20 Units will be made available to the chronically homeless or those at risk of homelessness during the period in which the City's Local Operating Subsidy program is in operation and the City provides such subsidy to the Project under the LOSP Agreement.

34 Units will be made available to the seniors with a maximum income of 15% and 25% of Median Income during the period in which the City's Senior Operating Subsidy program is available.

If the LOSP and/or SOS is terminated, discontinued or reduced at no fault of Borrower with respect to the Project, then the rent restrictions above may be altered but only to the extent necessary for the Project to remain financially feasible, as determined in City's reasonable discretion; provided that:

(a) Borrower diligently pursues an additional or alternative source of income or subsidy acceptable to the City to replace the rental subsidies.

(b) One hundred percent (100%) of the Units formerly assisted under the LOSP and/or SOS will at all times be occupied by Qualified Tenants whose Adjusted Income does not exceed fifty percent (50%) of Median Income and the monthly rent paid by the Qualified Tenants may not exceed (a) thirty percent (30%) of sixty percent (50%) of Median Income, (b) less utility allowance. The maximum initial occupancy income level restrictions when averaged for all Residential Units in the Project may not exceed sixty percent (60%) of Median Income and subject to any applicable regulatory agreement, restrictive covenant, or other encumbrance. To the extent financially feasible, as mutually determined by the Parties, any such rent increase will be limited to (or will be first implemented with) any vacant units.

1.2 The total amount for rent and utilities (with the maximum allowance for utilities determined by the San Francisco Housing Authority) charged to a Qualified Tenant may not exceed the greater of:

(i) thirty percent (30%) of the applicable maximum income level, adjusted for household size; or

(ii) the tenant paid portion of the contract rent as determined by the San Francisco Housing Authority for Qualified Tenants holding Section 8 vouchers or certificates.

1.3 For the avoidance of any doubt, notwithstanding any repayment of the Loan or otherwise satisfied or if the Deed of Trust is reconveyed, Borrower will comply with the applicable terms of the Agreement as if fully set forth herein, including, without limitation, Article 6 (Marketing), Article 7 (Affordability and Other Leasing Restrictions), Article 8 (Maintenance and Management of the Project), Article 9 (Governmental Approvals and Requirements), Article 10 (Project Monitoring, Reports, Books and Records), Article 11 (Use of Income From Operations), Article 12 (Required Reserves), Article 16 (Transfers), Article 17 (Insurance and Bonds; Indemnity), Article 18 (Hazardous Substances), and Article 19 (Default).

2. Borrower hereby subjects the Property to the covenants, reservations and restrictions set forth in this Declaration and the Agreement. This Declaration and the Regulatory Obligations constitute covenants running with the land, including the leasehold interest and bind successors and assigns of Borrower and any non-borrower owner and lessee of the Property and will pass to and be binding upon Borrower's successors in title to the Property. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof will conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions in this Declaration, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments.

3. If Borrower fails to (i) comply with the Regulatory Obligations and this Declaration to the City's satisfaction, in its sole discretion, and (ii) cure such default as set

forth in **Section 19.1(c)** of the Agreement, the City will have the right to pursue any available remedy at equity or in law, including as set forth in **Section 19.2** of the Agreement, to enforce this Declaration. During the Compliance Term, the City may rely on the Deed of Trust and/or this Declaration, in the City's discretion, to enforce any of the City's rights under the City Documents. Borrower will pay the City's reasonable costs in connection with the City's enforcement of the terms of this Declaration and Regulatory Obligations, including, without limitation, the City's attorneys' fees and costs.

[signatures follow]

Borrower has executed this Declaration as of the date first written above.

“BORROWER”

NEW ASIA HOUSING, L.P.,
A California limited partnership

By: New Asia Housing LLC.
a California limited liability
corporation

Its: General Partner

By: Chinatown Community Development
Center, a California nonprofit public
benefit corporation

Its: Sole Member/Manager

By: _____
Malcolm Yeung
Executive Director

[SIGNATURE MUST BE NOTARIZED.]

EXHIBIT A

(Legal Description of the Property)

A LEASEHOLD INTEREST IN THE FOLLOWING LAND SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

Street Address:

772 Pacific Avenue, San Francisco, California 94133

EXHIBIT O
MOHCD Commercial Underwriting Guidelines

[To be attached]

Mayor's Office of Housing and Community Development Commercial Space Underwriting Guidelines

Effective February 2, 2018

A. Applicability

The following Commercial Space Underwriting Guidelines (Guidelines) are intended to assist applicants for capital financing to prepare financing requests to the Mayor's Office of Housing and Community Development (MOHCD). They apply to new construction projects only. These Guidelines will also be used by MOHCD staff for purposes of evaluating funding requests and presenting them to the Citywide Affordable Housing Loan Committee for consideration. The Loan Committee maintains the right to set final terms and conditions for commitment of funds based on the actual circumstances of each project. MOHCD reserves the right to review and approve any requests for variations to these Guidelines. These Guidelines are subject to change.

B. Goals

1. To repay the City for costs related to the development of commercial spaces located within City-funded affordable housing properties.
2. To create vibrant neighborhoods, especially for those experiencing displacement of low-income residents, by facilitating the development of commercial space for Public Benefit and Community Serving Commercial Uses.
3. To recognize the dynamism and relationship to market conditions in commercial real estate that is not found in affordable housing while also mitigating against the market risk inherent in this dynamism.

C. Definitions

1. **Affiliated Entity:** An entity that is either controlled by the Housing Owner, controls the Housing Owner, or is under common control with Housing Owner. Control, as used in the previous sentence, means the ownership, directly or indirectly, of the right to vote in or direct the ordinary operations of the entity.
2. **Commercial Space:** An entire undifferentiated commercial area for Public Benefit Use, Community Serving Commercial Use, or Commercial Use. If the Project is subdivided, then the Commercial Space would be a condominium or air rights parcel, separate from the Residential Space. It is possible to have more than one Commercial Space in a Project because the developer intends different uses (for example, a space finished to Warm Shell and where use will be Public Benefit Use, while another area is finished to Cold Shell and Commercial Use is intended). A Commercial Space may be demised into more than one Individual Tenant Space as appropriate.
3. **Commercial Use:** A land use, typically retail or other sales and services use, with the sole or chief emphasis on making financial gain and that is not a Public Benefit Use or Community Serving Commercial Use as defined below. Commercial Uses shall not include uses that, in MOHCD's sole discretion, are inconsistent with fostering a stable environment for families and children, including, but not limited to, bars, liquor stores,

tobacco product stores, recreational cannabis shops (medical cannabis dispensaries may be permitted in MOHCD's sole discretion, but only to the extent permitted by funding sources and applicable local, state, and federal law) or other uses that cater exclusively to adults.

4. **Commercial Entity:** A legal entity, separate from the Housing Owner, who may either master lease the Commercial Space from the Housing Owner or ground lease the Commercial Space directly from the City, as provided in Permitted Legal Structures, below.
5. **Commercial Project Costs:** The total of all hard and soft costs associated with the development of the Commercial Space.
6. **Community Serving Commercial Use:** A land use, typically retail or other sales and services use, that provides a direct benefit to the community, e.g. a food market with affordable and healthy produce and other goods, community banking, or other neighborhood serving uses that have a demonstrated benefit to the residents of the Project, as determined by MOHCD in its sole discretion.
7. **Commercial Space Master Tenant:** A Commercial Entity that is an Affiliated Entity and that leases the Commercial Space from the Housing Owner and subleases Individual Tenant Space(s) to Individual Commercial Tenant(s).
8. **Housing Owner:** The owner of the residential improvements at the Project.
9. **Cold Shell:** Commercial Space improvements as defined in detail under Item 18.
10. **Individual Commercial Tenant:** An occupant of Commercial Space rented from the Housing Owner or Commercial Entity (depending on legal structure).
11. **Individual Tenant Space:** Demised portion of the Commercial Space for lease to an Individual Commercial Tenant.
12. **Net Commercial Cash Flow:** Commercial Operating Income less the Commercial Operating Expenses for a Lease Year (or portion thereof). **Commercial Operating Expenses** means the reasonable and customary expenses of reasonable operating and routine maintenance and repair expenses incurred by the Housing Owner or Commercial Entity (depending on legal structure) in the operation of the Commercial Space, debt service, and MOHCD-approved reserves. **Commercial Operating Income** means all income and receipts in any form received by the Housing Owner or Commercial Entity (depending on legal structure) from the operation of the Commercial Space, including rents, fees, deposits, and reimbursements.
13. **Project:** A mixed-use, multifamily residential and commercial project built with substantial reliance on City funding, which may include one or more subdivided residential condominium/air rights parcels and commercial condominium/air rights parcels.
14. **Public Benefit Use:** A land use, typically programs or services, that primarily benefits low-income persons, is implemented by one or more 501(c)(3) public benefit

corporations, and has been identified by the City or community as a priority use. Examples include, but are not limited to, childcare centers, adult day health centers, nonprofit office space, public libraries, supportive services for the residents of the affordable housing development, health clinics that serve the local community at no or low cost, arts-related spaces that provide programs, and classes and/or exhibition spaces available to community members at no or low cost.

- 15. Residential Space:** The entire undifferentiated residential area for future demising and occupancy by residential tenants. If the Project is subdivided, then the Residential Space would be a condominium or air rights parcel, separate from the Commercial Space(s).
- 16. Tenant Improvement Allowance:** A budget allowance sized to accommodate the build out of Warm Shell improvements, which MOHCD may approve when the Individual Commercial Tenant/s is unknown at construction loan closing.
- 17. Warm Shell:** Commercial Space improvements as defined in detail under Item 18.
- 18. *Detailed definition of Cold Shell and Warm Shell improvements (see next page)***

<u>Scope/Trade</u>	<u>Cold Shell</u>	<u>Warm Shell (Cold Shell plus the following)</u> (Note: The cost of Warm Shell improvements should be included in the development budget either as a specific scope of work, if known, or as a Tenant Improvement Allowance, subject to MOHCD approval.)
Walls/Doors	Exterior/perimeter walls and doors. Exterior/perimeter walls must be finished with gyp and fire taping to Code. No partition walls or doors.	Partition walls and doors to Individual Tenant Space/s. Partition walls, doors and locks for bathrooms based on Individual Commercial Tenants and Code requirements.
Finish	Exposed concrete slab with rough-in Plumbing, depressed to allow for anticipated use (floor sinks, drains). Temporary ramps for Certificate of Completion, as required.	Finished floor to minimum specification of Individual Commercial Tenant or exposed slab with clearance to install flooring to level landing at door. Wall and ceiling finish, lighting and finish specialties in bathrooms.
Specialties	Code required signage. Exterior commercial signage program developed and approved by Planning and MOHCD.	Bathroom accessories. Exterior signage design, infrastructure, fabrication and installation.
Structural	Anchors for drop-ceiling. Anchors must be cast-in slab 4' on center in each direction. Coring or block-out for assumed HVAC rough-in.	Code required ramps and railings to assumed final finish floor and level landing at entrance(s).
Elevator	No	As required.

Mechanical	Stub out for heat-pump, space on roof for equipment, and pad (or sidewall where possible). Fire rated shaft for later ducting of restaurant hood(s); supply air / louver on exterior wall.	Venting of bathrooms and all other plumbing fixtures. Ductwork to connect location of heatpump to exterior. Code required smoke control. In the case of an approved restaurant use, minimum of one (1) grease duct plus make up air (MUA) duct to accommodate Type 1 hood. Type 2 hood shaft and venting may be considered. Does not include water heating and all other mechanical equipment.
Gas	Stub-out for gas and gas meter in meter room.	Submeters based on establishment of Individual Tenant Space/s.
Plumbing	Stub-out for domestic water supply and water meter in meter room. Storm sewer 4". Stub out all plumbing (supply and waste) to bathroom location(s). No finish.	Water meters based on establishment of Individual Commercial Tenant/s. Distribute domestic water, waste and vents to plumbing fixture locations within Individual Tenant Space/s. Finish plumbing.
Electrical	200A-600A 3 phase service. Meter in electrical room with service to Commercial Space. Stub out and conduit on ceiling for mechanical. Perimeter walls to have wall receptacles. Light fixtures in space connected to house meter to meet Certificate of Completion requirements only. Emergency lighting battery back-up.	Submeters based on established Individual Commercial Tenant/s and extension of stub-outs to Individual Tenant Space/s. Installation of sub panel at Individual Tenant Space/s.
Telco	Two (2) 2" conduits from MPOE to space for telecom/data/security. Temporary security camera connected to residential system until Commercial Space is occupied.	

Fire Protection/ Alarm	Building Fire Alarm shall be sized and zoned to include Commercial Space. State and Local SFFD Code requirements for Completion and Certificate of Occupancy must be met. Sprinkler shall be installed, activated and monitored.	Zoning of Fire Alarm to Individual Tenant Space/s and re-configuration / programming of main building fire panel.
Site Work	No	No

D. Permitted Legal Structures

a. Each of the following legal structures may be used for a Project, as permitted by MOHCD, taking into account the location of the Project, the community that the Project intends to serve, financing requirements and restrictions, and the capacity and expertise of the developer and Housing Owner. These Guidelines assume MOHCD owns the land on which the Project is located. In the rare scenario in which that is not the case, MOHCD and the Housing Owner will adjust these Guidelines accordingly to achieve the Goals articulated in Paragraph B and the same financing principles related to the use of MOHCD funds.

1. No Subdivision; Single Ground Lease. The real property is not subdivided and the entire property is ground leased to Housing Owner.

a. Direct Leases: Housing Owner leases directly to Individual Commercial Tenant(s); or

b. Commercial Master Lease: Housing Owner leases the Commercial Space to the Commercial Entity (which must be an Affiliated Entity) (the “Commercial Space Master Tenant”). The Commercial Space Master Tenant would then sublease the Individual Tenant Space(s) to Individual Commercial Tenant(s).

2. Subdivision. The real property is subdivided into a separate residential condominium or air rights parcel and a separate commercial condominium or air rights parcel (or subdivided into more than one separate parcels of either use).

a. Single Ground Lease. The real property is subdivided, and the City ground leases the entire property to the Housing Owner.

(i) Direct Leases: Housing Owner retains ownership of the leasehold for the Commercial Space and leases directly to Individual Commercial Tenant(s); or

(ii) Commercial Master Lease: Housing Owner retains ownership of the leasehold for the Commercial Space and leases the Commercial Space to a Commercial Space Master Tenant. The Commercial Space Master Tenant would then sublease the Individual Tenant Space(s) to Individual Commercial Tenant(s).

b. Separate Ground Leases.

(i) The City ground leases the Residential Space to the Housing Owner. The City separately ground leases the Commercial Space to the Commercial Entity. The Commercial Entity may or may not be an Affiliated Entity.

(ii) Where the Commercial Entity is a for-profit company, not related to the Housing Owner, and the Commercial Space will be used for Commercial Use, the City’s strong preference is that the subdivision be in the form of a condominium as opposed to an air rights parcel.

E. Underwriting Guidelines for All Permitted Legal Structures

1. The eligible uses of MOHCD Funds for Commercial Project Costs are:
 - a. Hard Costs: Subject to approval by MOHCD, Borrower may request the use of MOHCD funds for the following:
 - i. Commercial Uses: Cold Shell only. However, MOHCD may provide funding for Warm Shell improvements required to be installed concurrent with residential construction (e.g. restaurant flue shafts with grease ducts and access panels on each floor, drain lines and anchor bolts installed in PT floor and ceiling slabs). If Housing Owner is working with the Commercial Entity or an Individual Commercial Tenant before or during construction, Housing Owner may install ducting to the exterior (roof or louvers on building exterior) as a reimbursable cost to Housing Owner by the Commercial Entity or the Individual Commercial Tenant. Costs for all Cold Shell and Warm Shell improvements must be repaid to MOHCD, in full or in part, through non-housing sources, according to the requirements set forth in Section I below.
 - ii. Community Serving Commercial Uses: Cold Shell and Warm Shell. Borrower is required to seek funding from other City and private sources, such as commercial loans, OEWD or the Child Care Fund, New Market Tax Credits, etc., as appropriate for the proposed use for the purpose of reducing funding required from MOHCD.
 - iii. Public Benefit Uses: Cold Shell and Warm Shell. Borrower is required to seek funding from other City and private sources such as commercial loans, OEWD or the Child Care Fund, New Market Tax Credits, etc. as appropriate for the proposed use, for the purpose of reducing funding required from MOHCD.
 - b. Soft Costs: Subject to MOHCD approval and evaluated based on industry standards and market conditions for comparable projects and uses, including:
 - Construction management and consulting fees for coordination of tenant improvements with shell construction
 - Commercial broker fee
 - Commercial space lease-up reserve
 - Commercial space replacement reserve
 - Commercial space developer fee (see developer fee policy below)
 - Market analysis as is required by MOHCD
 - Future tenant improvements reserve
 - Pro rata share of Project development costs associated with Commercial Space (for example, financing costs and legal fees)

2. Conditions of MOHCD Funds.

- a. Market Analysis: Developer shall provide MOHCD a third party prepared market analysis (e.g. from a broker, appraiser, or market analyst) to determine appropriate terms for Market Rents, Rent Growth, Annual Rent Adjustments, Rent Concessions and/or Tenant Improvement Allowances, Vacancy, Expenses, Expense Growth, Management Fees, Leasing Agent Fees, and Reserves.
- b. Operating Budget. Developer shall provide the Housing Owner's or Commercial Entity's (depending on legal structure) commercial operating budget based on proposed use and market conditions consistent with the third party prepared Market Analysis provided for the project as defined above in 2.a. Commercial rents charged must be sufficient to cover all direct, shared, and allocated costs attributable to commercial use, including, but not limited to: pro-rata share of cleaning, maintenance and utility costs for shared bathrooms and hallways; pro-rata share of maintenance of fire sprinkler and fire alarm systems; pro-rata share of cleaning, maintenance and repair of the trash room; pro-rata share of maintenance and repair of the sidewalk, street trees and bike racks; pro-rata share of hydro-jetting of the sewer laterals; and pro-rata share of back-flow testing of the water lines. Commercial operating expenses shall include all utilities payable by the property for the Commercial Space, commercial property management and asset management fees, commercial operating and replacement reserves, and property taxes and insurance attributable to the Commercial Space.
- c. Leases and Letters of Intent. The Commercial Master Lease and business terms for Direct Leases and subleases are subject to review and approval by MOHCD, in accordance with the Market Analysis and these Guidelines.

F. Commercial Space Developer Fee

1. Commercial Uses: The lesser of \$100,000 or 15% of the non-residential depreciable basis, so long as the sum of the Commercial Space Developer Fee and the Residential Developer Fee do not exceed the developer fee limits allowed by TCAC. A one-time additional \$50,000 incremental fee will be allowed for completion of the condominium or air rights subdivision, subject to MOHCD approval of the subdivision and legal structure. The Commercial Space Developer Fee is payable only from non-MOHCD sources, e.g. commercial loan proceeds or transfer of the leasehold estate in the Commercial Space, etc.
2. Public Benefit Uses and Community Serving Uses: The lesser of \$250,000 or 15% of the non-residential depreciable basis, so long as the sum of the Commercial Space Developer Fee and the Residential Developer Fee do not exceed the developer fee limits allowed by TCAC. A one-time additional \$50,000 in fee will be allowed for completing the condominium or air rights subdivision, subject to MOHCD approval of the subdivision and legal structure. Half of the Commercial Space Developer Fee is payable

only from non-MOHCD sources, e.g. commercial loan proceeds, grants, or transfer of the leasehold estate in the Commercial Space.

3. Commercial Space Developer Fee; Net Developer Fee Maximums. To the extent allowable by TCAC, the Commercial Space Developer Fee is in addition to the net developer fee maximums pursuant to MOHCD Developer Fee Guidelines.

G. Change in Use

Change in use from Public Benefit Use or Community Serving Commercial Use to Commercial Use requires approval by MOHCD and will result in required repayment of the costs of Warm Shell improvements funded by MOHCD loan(s). Repayment will be calculated by amortizing the MOHCD-funded costs over the useful life of the improvements and sized based on the number of years the improvements did not serve a Public Benefit or Community Serving Commercial Use.

H. Single Ground Lease Additional Guidelines

The following ground lease terms apply where the City ground leases the entire property to the Housing Owner, whether or not the property has been subdivided.

1. Direct Lease
 - a. **40% City/60% Housing Owner:** 40% of Net Commercial Cash Flow will be paid by Housing Owner to City in the form of increased ground lease payment of Residual Rent (see MOHCD Policy on Ground Leases for defined terms). Housing Owner will retain 60% of Net Commercial Cash Flow.
 - b. Limit on Commercial Revenue: City recommends tax counsel guidance to avoid issues of unrelated business income.
2. Commercial Master Lease
 - a. **40% City/60% Affiliated Entity:** 40% of Net Commercial Cash Flow will be paid by Commercial Entity to Housing Owner and subsequently paid to City in the form of increased ground lease payment of Residual Rent. 60% of Net Commercial Cash Flow is payable to the Commercial Entity (ie. the Commercial Space Master Tenant). The Commercial Entity must be an Affiliated Entity.
 - b. Limit on Commercial Revenue: City recommends tax counsel guidance to avoid issues of unrelated business income.

I. Separate Ground Leases Additional Guidelines

The following MOHCD commercial loan repayment and commercial ground lease terms apply where the property has been subdivided, the City ground leases the Residential Space to the Housing Owner, and the City ground leases the Commercial Space(s) to the Commercial Entity(ies).

1. Reimbursement to MOHCD of Commercial Project Costs depends on the ownership structure and the type of use, as follows:

- a. Public Benefit Uses, Community Serving Commercial Uses, and Commercial Uses when the Commercial Entity is an Affiliated Entity:

Within the earlier of 90 days after 75% occupancy is achieved for Commercial Space or one year after the issuance of a Temporary Certificate of Occupancy or Certificate of Occupancy for the Commercial Space, the Commercial Entity must obtain a commercial loan commitment to repay MOHCD for all Commercial Project Costs included in MOHCD financing. The terms for any repayment source that requires a lien against the Commercial Space are subject to MOHCD approval. The commercial loan must close within 90 days following the issuance of a loan commitment. In the event that the commercial loan is not large enough to fully repay MOHCD for Commercial Project Costs, MOHCD will retain a second position Deed of Trust against the Commercial Space, securing a Note in the amount of any unpaid balance. Any outstanding balance on a MOHCD commercial loan will be payable upon refinance or transfer of the Commercial Space.

- b. Commercial Uses when the Commercial Entity is an unrelated third-party:

The Commercial Entity must repay MOHCD for all Commercial Project Costs included in MOHCD financing at close of purchase of the leasehold interest in the commercial condominium/air rights parcel and/or execution of the commercial ground lease. The terms for any repayment source that requires a lien against the Commercial Space are subject to MOHCD approval.

2. Commercial Space Ground Lease Payment and Payment on Any Outstanding MOHCD Commercial Loan

- a. Public Benefit Uses & Community Serving Commercial Uses: Annual ground lease payment equal to 40% of Net Commercial Cash Flow. However, if there is an outstanding MOHCD commercial loan, the 40% Net Commercial Cash Flow will first be used to pay down the MOHCD commercial loan and then to the annual ground lease payment. Commercial Entity will retain 60% of Net Commercial Cash Flow.
- b. Commercial Uses: Annual ground lease payment equal to market rent based on current comparable leases. Sizing of Base Rent and Residual Rent to be negotiated. If there is an outstanding MOHCD commercial loan (only applicable when the Commercial Entity is an Affiliated Entity), 40% Net Commercial Cash Flow will be used to pay off the MOHCD commercial loan and then go towards payment of Residual Rent, if applicable. Commercial Entity will retain 60% of Net Commercial Cash Flow.

3. Any transfer or sale of the Housing Owner's or Commercial Owner's ground lease interest in the Commercial Space parcel is subject to MOHCD approval as ground lessor. If the Project was developed as air rights parcels, MOHCD may require that the air rights subdivision be converted to condominiums before the Commercial Space may be transferred to an unaffiliated for-profit entity for Commercial Use.

4. Ground Lease Term: To be negotiated based on Market Analysis (see section E.2.a. for requirements for Market Analysis.)

EXHIBIT P
MOHCD Residual Receipts Policy

[To be a'ttached]

Mayor's Office of Housing and Community Development

Residual Receipts Policy

Effective April 1, 2016

INTRODUCTION

The Mayor's Office of Housing and Community Development (MOHCD) typically requires annual payments under the Ground Leases and Loans provided for the purpose of developing or preserving affordable housing to the extent that making payments is feasible and does not jeopardize the long-term affordability or maintenance of safe and secure housing for its residents. Payments may be required under one or a combination of several structures, including amortization, deferral, or payment from residual receipts, depending on the circumstances.

When a development financed by MOHCD is projected to enjoy more income than is needed to pay expenses, service other debt, fully fund its reserves, and make approved payments out of surplus, it is MOHCD's policy that a portion of the remaining "residual" income be directed toward repayment of MOHCD's investment.

MOHCD also permits a modest portion of "residual" income to be distributed by the borrower. Distribution of any portion of "residual receipts" is conditioned on MOHCD's annual determination that certain performance standards and benchmarks have been met.

SUMMARY (see below for detailed requirements)

I. Definition of Residual Receipts	As depicted in the approved MOHCD Operating Budget Proforma for each project, the amount remaining in the annual operating budget after calculation of Net Operating Income (Project Income less Project Expenses) and allowable payments of surplus. .
II. Annual Residual Receipts Payments Due to MOHCD	Generally, $\frac{2}{3}$ rd s of residual receipts is payable to the City. Larger Tax Credit projects may be eligible to use an alternative $\frac{1}{2}$ - $\frac{1}{2}$ split for up the first 10 years of a new tax credit period, see the Developer Fee Policy for more details.
III. When more than one MOHCD contract requires residual payments	The approved MOHCD Operating Budget Proforma is a required exhibit to the last-executed MOHCD contract and must reflect a comprehensive summary of approved cash flow waterfall, listing of all lenders, relative lien positions, underlying loan terms and amounts owed to MOHCD annually across all MOHCD contracts.
IV. When a project has other Lenders in addition to MOHCD that require residual payments	The portion to be repaid to each Lender is typically determined by the proportional amount of capital funded under each loan. The approved MOHCD Operating Budget Proforma must include a list of all loans and details about projected amounts owed annually, including how the portion of residual receipts to be paid to each lender will be calculated, if not based on a proportional amount.
V. Conditions to Distribution of Residual Receipts to Borrower	Distribution of Residual Receipts may be made only upon: (1) MOHCD approval of Annual Monitoring Report; (2) determination by MOHCD that borrower is not in default; and (3) approval by MOHCD of amount of

	Distribution.
VI. Use of Residual Receipts Distributed to the Borrower	MOHCD strongly encourages borrowers to use distributions for activities in San Francisco that would be eligible uses under the CDBG Program Income rules (except to the extent that those rules may prohibit the use of funds for new construction).
VII. Uses of Project Income for Services and other Extraordinary Costs Associated with the Project	Any other use of the income derived from housing developed or preserved with MOHCD financing apart from ordinary and routine operating expenses, debt service or required reserves must be approved by the Loan Committee and the Mayor at the time MOHCD financing is committed and approved.
MOHCD Repayment Waiver Option	The repayment waiver option has been terminated.

I. Definition of Residual Receipts

- A. Residual Receipts is the amount remaining in the annual operating budget after calculation of Net Operating Income (Project Income less Project Expenses) and allowable payments from surplus.
- B. The project-specific Funding Agreements and/or Ground Leases define what Project Income entails and which Project Expenses are allowable. In general, the definition of allowable Project Expenses will include mandatory or “hard” debt service payments, minimum or Base Rent owed under a Ground or Land lease, and required annual payments into Reserve accounts. Each MOHCD contract will include a copy of the approved Operating Budget Proforma.
- C. When MOHCD requires repayments from Residual Receipts, the formula usually requires payment of a portion of the available Residual Receipts. The use of a proportional formula makes it is essential to clearly define which uses of surplus cash have been approved for payment prior to the calculation of the amount owed to MOHCD.
- D. The approved uses of any available surplus may also be referred to as the cash flow waterfall. The approved MOHCD Operating Budget Proforma is used to document the approved cash flow waterfall. In general, the following expenses may be a part of a cash flow waterfall:
 - 1. Fees payable to the project, the GP, the LP or the parent entity
 - 2. Fees payable to project funders
 - 3. “Soft” debt repayments to lenders / lessors

Please see the City’s Developer Fee Policy and Operating Fees Policy for a list of allowable fees and any applicable limits.

- E. Limited Partnership Agreements may also provide a narrative summary of the cash flow waterfall. In the event that a Limited Partnership Agreements is found to be inconsistent with the MOHCD Funding Agreement and/or the approved MOHCD Operating Budget Proforma, the MOHCD documents shall control.

II. Annual Residual Receipts Payments due under MOHCD Ground Leases & Loans

Except as recommended by the Loan Committee and approved by the Mayor on a project by project basis, the portion to be paid to the City shall be $\frac{2}{3}$ rds of Residual Receipts. Larger Tax Credit projects may be eligible to use an alternative $\frac{1}{2}$ - $\frac{1}{2}$ split for up the first 10 years of a new tax credit period and the borrower's portion of Residual Receipts shall be considered payment of Deferred Developer Fee. See the Developer Fee Policy for more details.

Any residual receipts payments shall be applied toward the unpaid balance of MOHCD loan/s according to the terms in the Promissory Note and/or Funding Agreement, and toward the payments required under the MOHCD Ground Lease.

III. When more than one MOHCD contract requires residual payments:

Some projects supported by MOHCD may be governed by more than one MOHCD contract. The MOHCD Operating Budget Proforma provides a comprehensive summary of the approved cash flow waterfall, a listing of all lenders, the relative position of each lien, the amounts owed and the relevant repayment terms, and will also reflect the cumulative amount of repayments owed to MOHCD annually across all MOHCD contracts. Projects governed by more than one MOHCD contract that extend or initiate a MOHCD contract after the effective date of this policy will be required to get approval of a new MOHCD Operating Budget Proforma.

IV. When a project has other Lenders in addition to MOHCD that require residual payments

A. If any other project lenders besides MOHCD require repayment from residual receipts, the portion to be repaid to each Lender will typically be determined by the proportional amount of capital supplied under each loan. For example, if a project received a \$2 million loan from MOHCD and a \$3 million loan from another lender, MOHCD would receive $\frac{2}{5}$ ths of the amount available to be repaid, and the other lender would receive $\frac{3}{5}$ ths of the amount available to be repaid. The approved MOHCD Operating Budget Proforma must include a list of all Loans and provide an appropriate amount of detail about the projected amounts owed annually including details about how the portions to be paid to each lender will be calculated. If a project makes an agreement with any other lender/s after executing a MOHCD contract containing the final MOHCD-approved Operating Budget Proforma, prior to making any payments to such other lender/s, the project must request and be approved in writing to amend the MOHCD-approved Operating Budget Proforma to include the new lender/s.

B. During operations, MOHCD will require Residual Receipts payments using MOHCD's method of calculating surplus and any amounts owed to the MOHCD. If there is a difference in the amount calculated to be owed to any other lenders under another lender's repayment calculation method when compared to MOHCD method, then each lender will be paid according to its calculation, so long as doing so would not result in a reduction in the amount payable to MOHCD.

V. Conditions to Distribution of Residual Receipts to Borrower

- A. Distribution of Residual Receipts to the borrower of a MOHCD loan, or lessee of a MOHCD ground lease, may be made only upon:
1. MOHCD approval of the Annual Monitoring Report submitted for that year; and
 2. Determination by MOHCD that the borrower is not in default under terms of the Loan; and

3. Approval by MOHCD of the amount to be distributed.
- B. No distribution of Residual Receipts shall be made under any of the following circumstances:
 1. When a written notice of default has been issued by any lender or investor and such default has not been cured; or
 2. When the City determines that the borrower or the borrower's management agent has failed to maintain the housing and its surroundings in a safe and sanitary manner in accordance with local health, building, and housing codes; or
 3. If any operating expense, including debt service on non-City loans remains unpaid; or
 4. If any required reserve account is not fully funded according to the terms of the MOHCD contract/s; or
 5. In the event of any other material failure to comply with the provisions of the MOHCD contract/s.

VI. Use of Residual Receipts Distributed to the Borrower

MOHCD strongly encourages borrowers to use the portion of Residual Receipts that is not applied toward repayment of MOHCD's loan or payment of residual rent under a MOHCD ground lease for activities in San Francisco that would be eligible uses under the CDBG Program Income rules (except to the extent that those rules may prohibit the use of funds for new construction).

VII. Uses of Project Income for Services and other Extraordinary Costs Associated with the Project

- A. With the exception of Residual Receipts retained by a borrower pursuant to this policy, any other use of the income derived from housing developed or preserved with MOHCD financing apart from ordinary and routine operating expenses, debt service or required reserves must be approved by the Loan Committee and the Mayor at the time MOHCD financing is committed and approved.
- B. The Loan Committee may approve variations of this policy on a project-specific basis, including the payment of costs associated with the provision of social, educational, vocational, counseling or other supportive services to residents either as a project expense or out of that portion of Residual Receipts that would otherwise be repaid to the City.

FIRST AMENDMENT TO LOAN AGREEMENT
(772 Pacific Avenue and 758 Pacific Avenue, San Francisco, CA 94133)

This First Amendment to the Loan Agreement (“**First Amendment**”) is made as of August 20, 2024, by and between the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation, represented by the Mayor, acting by and through the Mayor's Office of Housing and Community Development (the “**City**”), and **NEW ASIA HOUSING, L.P.**, a California limited partnership (the “**Borrower**”).

RECITALS

A. The City previously loaned Four Million One Hundred Thousand and No/100 Dollars (\$4,100,000.00) (the “**Original Loan**”) to the Borrower for predevelopment activities to construct an affordable housing and commercial space project at 772 Pacific Avenue. The Original Loan is evidenced by the following documents: (1) a Loan Agreement dated August 10, 2022 (the “**Agreement**”); and (2) a Secured Promissory Note made by Borrower in an amount of Four Million One Hundred Thousand and No/100 Dollars (\$4,100,000.00) (the “**Original Note**”). All initially capitalized terms used but not defined in this First Amendment have the meanings given to those terms in the Agreement.

B. Since the City provided the Original Loan to the Borrower, the Borrower has identified a development opportunity at 758 Pacific Avenue, a two-story building with ground floor commercial and one residential unit on the second floor. 758 Pacific Avenue is adjacent to the original site of the Project, 772 Pacific Avenue. Borrower intends to increase the number of affordable housing units planned for the Project and create a more economically viable banquet hall on the ground floor of the Project. As a result, the Borrower has requested additional loan funds (“**Additional Loan**”) from the City in the total amount not to exceed Three Million Sixty-Seven Thousand Seven Hundred Thirty-One and No/100 Dollars (\$3,067,731.00) (“**Additional Funding Amount**”) to fund certain relocation and acquisition expenses related to 758 Pacific Avenue. The City has reviewed Borrower's application for the Additional Loan and, in reliance on the accuracy of the statements in that application, has agreed to increase the Original Loan by the Additional Funding Amount.

C. The City and Borrower now desire to amend the Agreement in accordance with this First Amendment to increase the Original Loan by the Additional Funding Amount for a total principal amount not to exceed Seven Million One Hundred Sixty-Seven Thousand Seven Hundred Thirty-One and No/100 Dollars (\$7,167,731.00) (the “**Amended Loan**”). Further, the City and Borrower will: 1) amend and restate the Original Note to increase the loan amount by Eight Hundred Eighty-Eight Thousand Nine Hundred Forty-Five and No/100 Dollars (\$888,945.00); 2) enter into a new secured promissory note for the acquisition costs related to 758 Pacific Avenue in an amount not to exceed Two Million One Hundred Seventy-Eight Thousand Seven Hundred Eighty-Six and No/100 Dollars (\$2,178,786.00); 3) enter into a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing to secure the Amended Loan; and 4) enter into a Declaration of Restrictions and Affordable Housing Covenants in favor of City.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in the City Documents, the City and the Borrower agree as follows:

1. Amendments to Agreement. The Agreement is hereby amended as follows:

(a) Cover Page, first paragraph, is hereby amended as follows (additions in double underline; deletions in ~~strikethrough~~):

**LOAN AGREEMENT
(CITY AND COUNTY OF SAN FRANCISCO
2019 GENERAL OBLIGATION BOND FOR AFFORDABLE HOUSING,
HOUSING TRUST FUND, 772 MONTGOMERY DONATION,
COMMUNITY DEVELOPMENT BLOCK GRANT)**

(b) Cover Page, list of City loan sources of funding and amounts, is hereby amended as follows (additions in double underline; deletions in ~~strikethrough~~):

**772 PACIFIC and 758 PACIFIC AVENUE
772 and 758 Pacific Avenue, San Francisco, California 94133
~~\$4,100,000~~ \$7,167,731**

(2019 General Obligation Bond - Senior: \$3,000,000
Housing Trust Funds: ~~\$1,000,000~~ \$1,936,205
772 Montgomery Donation: \$100,000)
Community Development Block Grant: \$2,131,526)

(c) Title on page 1, is hereby amended as follows (additions in double underline; deletions in ~~strikethrough~~):

**LOAN AGREEMENT
(City and County of San Francisco
2019 General Obligation Bond for Affordable Housing, Housing Trust Fund,
772 Montgomery Donation, Community Development Block Grant)
(772 and 758 Pacific Avenue, San Francisco, California 94133)**

(d) Recital C is hereby amended as follows (additions are in double underline, deletions are in ~~strikethrough~~):

C. Pursuant to Board Resolution 092-20, a one-time \$100,000 donation was received by the Citywide Affordable Housing Fund from San Francisco 722 Montgomery, LLC for the construction of new affordable housing in San Francisco, to be expended consistent with the purposes, procedures, and requirements of the Citywide Affordable Housing Fund (the “722 Montgomery Donation”). The funds provided under this Agreement from the 722 Montgomery Donation will be referred to herein as the “722 Montgomery Donation Funds,” and together with the Housing Trust Funds and 2019 GO Bond Funds, collectively, the “Funds.”

- (e) Recital D is hereby amended as follows (additions are in double underline, deletions are in ~~strikethrough~~):

D. City owns the fee interest in 772 Pacific Avenue. Borrower currently owns the fee interest in 758 Pacific Avenue, but intends to transfer its fee interest in 758 Pacific Avenue to City prior to or concurrent with the construction loan financial closing. At or prior to the construction loan financial closing, Borrower intends to acquire a leasehold interest in the real property located at 772 Pacific Avenue and 758 Pacific Avenue, San Francisco, California (the "Site") pursuant to a Ground Lease by and between Borrower and City (the "Ground Lease"). Borrower desires to use the Funds for predevelopment and acquisition activities to construct up to 86175 units of multifamily rental housing development, subject to the San Francisco Planning Department's and MOHCD's feasibility determination (the "Improvements"), affordable to low-income senior households, including a commercial shell of a banquet hall and/or other compatible uses (the "Commercial Space") which will collectively be known as 772 + 758 Pacific (the "Project"). If the context requires, the term "Improvements" will include the Commercial Space. The maximum income and rent requirements set forth in **Exhibit A** will remain in effect even if the Local Operating Subsidy is no longer available to the Project.

- (f) Recital E is hereby amended as follows (additions are in double underline, deletions are in ~~strikethrough~~):

E. The Citywide Affordable Housing Loan Committee has reviewed Borrower's application for Funds and, in reliance on the accuracy of the statements in that application, has recommended to the Mayor that the City make a loan of Funds to Borrower (the "Loan") in the total principal amount of ~~Four~~ Seven Million One Hundred Sixty-Seven Thousand Seven Hundred Thirty-One and No/100 Dollars (\$4,100,0007,167,731.00) (the "Funding Amount") under this Agreement to fund certain costs related to the Project. The Funding Amount is comprised of (i) Housing Trust Funds in the amount of One Million Nine Hundred Thirty-Six Thousand Two Hundred Five and No/100 Dollars (\$1,000,0001,936,205); (ii) 2019 GO Bond funds in the amount of Three Million Dollars (\$3,000,000); ~~and~~ (iii) 772 Montgomery Donation funds in the amount of One Hundred Thousand Dollars (\$100,000); ~~and~~ (iv) CDBG funds in the amount of Two Million One Hundred Thirty-One Thousand Five Hundred Twenty-Six and No/100 Dollars (\$2,131,526).

- (g) Recital F is hereby added to the Agreement as follows:

F. Up to Two Million One Hundred Seventy-Eight Thousand Seven Hundred Eighty-Six and No/100 Dollars (\$2,178,786.00) (the "Acquisition Amount") of the Funding Amount will be used to repay third-party interim acquisition financing for 758 Pacific Avenue. The remaining Four Million Nine Hundred Eighty-Eight Thousand Nine Hundred Forty-Five Dollars (\$4,988,945.00) of the Funding Amount (the "Predevelopment Amount") will used to fund certain predevelopment activities related to the Project.

- (h) Recital G is hereby added to the Agreement as follows:

G. The City is authorized under a contract with the United States Department of Housing and Urban Development ("HUD") pursuant to Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §§ 5301 *et seq.*), to distribute Community Development Block Grant ("CDBG") funds under this Agreement (the "CDBG Funds") for the specific and special purpose of increasing the housing stock in the City for low- and very low-income persons. The CDBG Funds provided under this Agreement will be referred to herein as the "CDBG Funds," and together with the Housing Trust Funds, 2019 GO Bond Funds, and 722 Montgomery Donation Funds, collectively, the "Funds."

- (i) The definitions under Section 1.1 (Defined Terms) of the Agreement are hereby amended as follows (additions are in double underline, deletions are in ~~strike through~~):

"Acquisition Amount" has the meaning set forth in **Recital F**.

"Acquisition Deed of Trust" means the deed of trust executed by Borrower granting the City a lien on 758 Pacific Avenue and the Project to secure Borrower's performance under this Agreement and the Acquisition Note.

"Acquisition Maturity Date" has the meaning set forth in Section 3.1(a).

"Acquisition Note" means the promissory note executed by Borrower in favor of the City in the original principal amount of the Acquisition Amount.

"CDBG" has the meaning set forth in **Recital G**.

"CDBG Funds" has the meaning set forth in **Recital G**.

"Charter Documents" means: (a) in the case of a corporation, its articles of incorporation and bylaws; (b) in the case of a partnership, its partnership agreement and any certificate or statement of partnership; and (c) in the case of a limited liability company, its operating agreement and any LLC certificate or statement. The Charter Documents must be delivered to the City in their original form and as amended from time to time and be accompanied by a certificate of good standing for Borrower issued by the California Secretary of State and, if Borrower is organized under the laws of a state other than California, a certificate of good standing issued by the Secretary of State of the state of organization, issued no more than ninety (90) days before the Agreement Date.

"Deed of Trust" means, collectively, the Acquisition Deed of Trust and the Predevelopment Deed of Trust ~~the deed of trust executed by Borrower granting the City a lien on the Site and the Project to secure Borrower's performance under this Agreement and the Note, in substantially the form and substance attached hereto as Exhibit M.~~

"Funds" has the meaning set forth in ~~Recital C~~ **Recital G**.

“Note” means, collectively, the Acquisition Note and the Predevelopment Note~~the promissory note executed by Borrower in favor of the City in the original principal amount of the Funding Amount, in form and substance acceptable to City.~~

“Predevelopment Amount” has the meaning set forth in **Recital F**.

“Predevelopment Maturity Date” has the meaning set forth in Section 3.1(b).

“Predevelopment Note” means the amended and restated promissory note executed by Borrower in favor of the City in the original principal amount of the Predevelopment Amount.

“Predevelopment Deed of Trust” means the deed of trust executed by Borrower granting the City a lien on the Site and the Project to secure Borrower’s performance under this Agreement and the Predevelopment Note, in substantially the form and substance attached hereto as **Exhibit M**.

“Site” has the meaning set forth in **Recital D**.

(j) Section 2.1 (Funding Amount) of the Agreement is hereby amended as follows (additions are in double underline, deletions are in ~~strikethrough~~):

2.1 Funding Amount. The City agrees to lend to Borrower a maximum principal amount equal to the Funding Amount in order to finance predevelopment and acquisition activities as shown in Exhibit B-1. The eligible expenses for the Predevelopment Amount include ~~including~~ demolition costs associated with the existing improvements on the Land, up to \$801,095 in relocation expenses associated with 758 Pacific Avenue, and \$87,850 in any and all due diligence costs to design and build the Project. The eligible expenses for the Acquisition Amount include repayment of the interim acquisition financing to acquire 758 Pacific Avenue. The Funding Amount will be disbursed according to the terms and subject to the conditions set forth in this Agreement.

(k) Section 2.2 (Use of Funds) of the Agreement is hereby amended as follows (additions are in double underline, deletions are in ~~strikethrough~~):

2.2. Use of Funds. Borrower acknowledges that the City’s agreement to make the Loan is based in part on Borrower’s agreement to use the Funds solely for the purpose set forth in **Section 2.1** and agrees to use the Funds solely for that purpose in accordance with the approved Table of Sources and Uses. Notwithstanding anything to the contrary contained herein, City will not approve expenditure of ~~Funds~~ the Predevelopment Amount for expenses incurred by Borrower prior to June 11, 2021. Notwithstanding anything to the contrary contained herein, City will not approve expenditure of the Acquisition Amount for expenses incurred by Borrower prior to January 5, 2024; provided that City will approve expenditure of the Acquisition Amount for up to \$2,096,128.84 in expenses incurred by Borrower prior to January 5, 2024 related to the acquisition of 758 Pacific Avenue. Notwithstanding the foregoing, City will not approve any expenditure of Funds for

expenses incurred by Borrower earlier than sixty (60) days prior to the City's declaration of its official intent to reimburse such expenses with proceeds of the 2019 GO Bond.

(l) Section 2.5(g) (Conditions to Additional Financing) is hereby added to the Agreement as follows:

(g) Borrower will execute a purchase and sale agreement to convey the property located at 758 Pacific Avenue to the City for the lesser of the appraised fair market value of the property located at 758 Pacific Avenue or the principal amount of the Acquisition Note, plus accrued and unpaid interest, and in accordance with certain terms and conditions, and the City will cancel and return the Acquisition Note to Borrower as payment for the property located at 758 Pacific Avenue and will reconvey the Acquisition Deed of Trust; provided that if the appraised fair market value of the property located at 758 Pacific Avenue is less than the principal amount of the Acquisition Note, plus accrued and unpaid interest, and there is no uncured Event of Default under the City Documents, City will forgive any remaining balance of the Acquisition Note.

(m) Section 2.6 (Conditions Related to City Acquiring 758 Pacific Avenue) is hereby added to the Agreement as follows:

2.6 Conditions Related to City Acquiring 758 Pacific Avenue. Borrower will satisfy the following conditions before requesting City to acquire 758 Pacific:

(a) Borrower will have delivered to the City evidence that San Francisco Planning entitlements have been completed for the Project.

(b) Borrower will have provided evidence that the Project has been awarded HUD Section 202 Supportive Housing for Elderly Program or another alternative source of permanent funding.

(c) Borrower will deliver an appraisal that is dated no earlier than 6 months prior to the date that MOHCD will make the request to the Board of Supervisors to acquire 758 Pacific Avenue. The appraisal must be from a Department of Real Estate designated appraiser.

(n) Section 3.1 (Maturity Date) is hereby amended as follows (additions are in double underline, deletions are in ~~strike through~~):

a) Acquisition Amount. Borrower will repay all amounts owing under the Acquisition Note no later than June 1, 2029 (the "Acquisition Maturity Date"); provided, however, upon Borrower's transfer of its fee title interest in 758 Pacific Avenue to City, City will cancel and return the Acquisition Note to Borrower and will reconvey the Acquisition Deed of Trust.

b) Predevelopment Amount. Borrower will repay all amounts owing under the ~~City Documents~~ Predevelopment Note on the date that is the later of (a) the Fifty-Seventh (57th) anniversary of the date the Predevelopment Deed of Trust is recorded in the Recorder's Office of San Francisco County or (b) the Fifty-Fifth

(55th) anniversary of the Conversion Date (the “Predevelopment Maturity Date”), provided however that if Borrower fails to acquire Control of the Site on or before ~~June 30, 2024~~ June 1, 2029 (the “Outside Acquisition Date”), the Predevelopment Maturity Date will be the Outside Acquisition Date. The City may agree to extend the Outside Acquisition Date in its sole and absolute discretion.

(o) Section 3.3 (Interest) is hereby amended as follows (additions are in double underline, deletions are in ~~striketrough~~):

- a) Predevelopment Amount. The outstanding principal balance of the Predevelopment Amount ~~Loan~~ will bear simple interest at a rate of three percent (3%) per annum, as provided in the Predevelopment Note, provided, however, that prior to the date Borrower acquires Control of the Site, the Director of MOHCD will have the right, in his or her reasonable discretion, to reduce the interest rate to as low as zero percent (0%) upon receipt of adequate documentation supporting the need for such reduction in order to make the Project financially feasible.
- b) Acquisition Amount. The outstanding principal balance of the Acquisition Amount will bear simple interest at a rate of zero percent (0%) per annum, as provided in the Acquisition Note.

(p) Section 3.5 (Repayment of Principal and Interest) is hereby amended as follows (additions are in double underline, deletions are in ~~striketrough~~):

3.5 Repayment of Principal and Interest. Except as set forth in Section 3.7 below, the outstanding principal balance of the Predevelopment Amount ~~Loan~~, together with all accrued and unpaid interest, if any, will be due and payable on the Predevelopment Maturity Date according to the terms set forth in full in the Predevelopment Note. Except as set forth in Section 3.7 below, the outstanding principal balance of the Acquisition Amount, together with all accrued and unpaid interest, if any, will be due and payable on the Acquisition Maturity Date according to the terms set forth in full in the Acquisition Note. Except as set forth in the Note, no prepayment of the Loan will be permitted without the prior written consent of the City in its sole and absolute discretion.

(q) Section 5.6 (Commencement and Completion of Project) of the Agreement is hereby amended as follows (additions are in double underline, deletions are in ~~striketrough~~):

5.6 Commencement and Completion of Project. Unless otherwise extended in writing by the City, Borrower will: (a) commence demolition or construction by a date no later than ~~April 2, 2024~~ September 1, 2027; (b) complete demolition or construction by a date no later than ~~October 1, 2025~~ September 1, 2030 in accordance with the plans and specifications approved by the City, as evidenced by a certificate of occupancy or equivalent certification provided by the City’s Department of Building Inspection, and an architect’s or engineer’s certificate of completion (the “Completion Date”); and (c) achieve occupancy of Ninety-Five percent (95%) of the Units by a date no later than ~~October 1, 2026~~ March 1, 2031.

- (r) Section 9.3 (Additional Federal Requirements) is hereby added in its entirety:

9.3 Additional Federal Requirements. The following provision shall apply as long as Federal Funds are used to finance the Project:

(a) Compliance With Laws. Borrower agrees to abide by all applicable Laws, including HUD regulations, pertaining to this Agreement and to any contracts pertaining to the Project. In the event HUD formally amends, waives or repeals any HUD administrative regulation previously applicable to Borrower's performance under this Agreement, MOHCD expressly reserves the right, upon giving notice to HUD and Borrower, to require Borrower's performance as though the regulation were not amended, waived or repealed, subject only to written and binding objection by HUD. Borrower further acknowledges that the City may impose more stringent requirements with regard to affordability restrictions than those required by HUD and agrees to comply with the City's requirements as set forth in this Agreement.

(b) Drug-Free Workplace. Borrower acknowledges that under the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701 *et seq.*), the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited on its premises. Borrower agrees that any violation of this prohibition by Borrower, its employees, agents or assigns will be deemed an Event of Default under this Agreement.

(c) Restrictions on Lobbying Activities

(i) This Agreement is subject to 31 U.S.C. Section 1352, which provides in part that, with specified exceptions, no appropriated funds may be expended by the recipient of a federal contract, grant, loan or cooperative agreement to pay any person for influencing, or attempting to influence, an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

(ii) If the Funding Amount exceeds \$100,000, Borrower must file with MOHCD at the beginning of the Compliance Term and promptly after the occurrence of any change in the facts certified or disclosed:

(A) a certification substantially the same as that attached hereto as **Exhibit F**, and otherwise, in form and content satisfactory to the City and to HUD, that Borrower, its employees, officers and agents have not made, and will not make, any payment prohibited by **Subsection (i)** above; and

(B) a disclosure form, Federal Standard Form-LLL, "Disclosure of Lobbying Activities," if Borrower, its employees, officers or agents have made or agreed to make any payment using funds from a source other than the Funds that would be prohibited under **Subsection (i)** above if payment were made with Funds. The City will file the disclosure form with HUD and retain the certification for the City's records as required by Law.

(d) Debarment or Suspension. Borrower must certify in form and content substantially the same as that attached hereto as **Exhibit F** that neither it nor any of its principals is listed by the General Services Administration as debarred, suspended, ineligible or voluntarily excluded from receiving the Funds on the Agreement Date. In addition, Borrower will review the list to ensure that any contractor or subcontractor who bids for a contract in excess of \$100,000 is not debarred, suspended, ineligible or voluntarily excluded from participating in federal programs and activities in addition to obtaining the certification of each contractor or subcontractor whose bid is accepted.

(e) Single Audit. If Borrower cumulatively expends \$750,000.00 or more in Federal Funds during Borrower's fiscal year, Borrower must conduct a single audit or program specific audit by an independent auditor in accordance with OMB Uniform Guidance requirements in 2 CFR part 200 subpart F (§200.500 *et seq.*), as it may be amended from time to time ("**Single Audit**"). Borrower must submit a copy of the Single Audit report to MOHCD within nine (9) months after the end of Borrower's fiscal year or thirty (30) days after receiving the Single Audit report from the auditor.

(f) Other HUD Requirements. The following federal requirements are applicable to all activities funded under this Agreement:

(i) the requirements of the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards," 2 CFR part 200, relating to allowable costs chargeable to the Funds and contractual requirements for nonprofit organizations, as applicable; and

(ii) the provisions of 2 CFR part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards," and 24 CFR part 570, "Community Development Block Grants."

(r) 13.1 (Definition) of the Agreement is hereby amended as follows (additions in double underline; deletions in ~~striketrough~~):

13.1 Definition. "Distributions" refers to cash or other benefits received as Project Income from the operation of the Project and available to be distributed to Borrower or any party having a beneficial interest in the Project, but does not include reasonable payments for property management, asset management and approved deferred Developer Fees or other services performed in connection with the Project. Distributions must be used for activities in San Francisco that would be eligible uses of Project Income under program regulations for the CDBG Program. Distributions may also be used for new construction if the activity is otherwise allowable under CDBG regulations.

(s) Exhibit E (Governmental Requirements), Section 1 (Prevailing Wages and Working Conditions) and Section 2 (Environmental Review) of the Agreement is hereby amended as follows (additions in double underline; deletions in ~~striketrough~~):

1. Prevailing Wages and Working Conditions. Any undefined, initially-capitalized term used in this Section shall have the meaning given to such term in San Francisco Administrative Code Section 6.1. Every contract for the rehabilitation or construction of housing assisted with Funds must comply with Chapter I (commencing with Section 1720) of Part 7 of the California Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) and contain a provision requiring: ~~(1) the payment of not less than the Prevailing Rate of Wage to all laborers and mechanics employed in the development of any part of the housing, (2) provide the same hours, working conditions and benefits as in each case are provided for similar work performed in San Francisco County, and (3) employ Apprentices in accordance with state law and San Francisco Administrative Code Section 6.22(n); (1) payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. §§ 276a-276a-5), as supplemented by Dept. of Labor regulations (29 CFR part 5), to all laborers and mechanics employed in the development of any part of the housing, and (2) contracts involving their employment will be subject to the provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-332) as supplemented by Dept. of Labor regulations (29 CFR part 5), (collectively, "Prevailing Wage Requirements").~~ The Prevailing Wage Requirements of this Section apply to all laborers and mechanics employed in the development of the Project, including portions other than the assisted Units. Borrower agrees to cooperate with the City in any action or proceeding against a Contractor or Subcontractor that fails to comply with the Prevailing Wage Requirements. If applicable, Borrower must include, and require its Contractors and Subcontractors (regardless of tier) to include, the Prevailing Wage

Requirements and the agreement to cooperate in City enforcement actions in any Construction Contract with specific reference to San Francisco Administrative Code Chapter 6.

2. Environmental Review. The Project must meet the requirements of the National Environmental Policy Act of 1969 (42 U.S.C. § 4321), related authorities listed at 24 CFR Section 51.100 and parts 50 and 58 and the California Environmental Quality Act (Cal. Pub. Res. Code §§ 2100 *et seq.*) and implementing regulations.

(t) Exhibit E (Governmental Requirements), Section 7 (Low-Income Hiring Requirements) of the Agreement is hereby amended as follows (additions in double underline; deletions in ~~strikethrough~~):

7. Low-Income Hiring Requirements. The use of Funds triggers compliance with certain hiring requirements imposed by the City's First Source Hiring Ordinance (S.F. Admin. Code Chapter 83), as incorporated into MOHCD's Section 3 Plan. To ensure compliance with those requirements, Borrower must include the provisions attached as **Exhibit D** in its contract with the general contractor for the Project. Borrower will be responsible to the City for ensuring compliance with the requirements listed on **Exhibit D**.

(u) Exhibit A – Schedules of Income and Rent Restrictions, is deleted in its entirety and replaced with the new Exhibit A, attached hereto as Attachment 1.

(v) Exhibit B-1 – Table of Sources and Uses of Funds, is deleted in its entirety and replaced with the new Exhibit B-1, attached hereto as Attachment 2.

(w) Exhibit B-2 – Annual Operating Budget, is deleted in its entirety and replaced with the new Exhibit B-2, attached hereto as Attachment 3.

(x) Exhibit B-3 – 20 Year Cash Flow Proforma is deleted in its entirety and replaced with the new Exhibit B-3, attached hereto as Attachment 4.

2. Predevelopment Note. Concurrently herewith, Borrower will execute an Amended and Restated Secured Promissory Note (Predevelopment Loan) in favor of the City. A copy of the Amended and Restated Secured Promissory Note (Predevelopment Loan) is attached to this First Amendment as Attachment 5.

3. Acquisition Note. Concurrently herewith, Borrower will execute a Secured Promissory Note (Acquisition Loan) in favor of the City. A copy of the Secured Promissory Note (Acquisition Loan) is attached to this First Amendment as Attachment 6.

4. Acquisition Deed of Trust. Concurrently herewith, Borrower will execute and record a Deed of Trust (Acquisition Loan) against 758 Pacific Avenue in form and substance acceptable to the City. A copy of the Deed of Trust (Acquisition Loan) is attached to this First Amendment as Attachment 7.

5. 758 Pacific Declaration of Restrictions. Concurrently herewith, Borrower will execute and record a Declaration of Restrictions and Affordable Housing Covenants against 758 Pacific Avenue in form and substance acceptable to the City. A copy of the Declaration of Restrictions is attached to this First Amendment as Attachment 8.

6. Subordination, Nondisturbance, and Attornment Agreement. Concurrently herewith, Borrower will execute and record a Subordination, Nondisturbance, and Attornment Agreements (“SNDA”) for the commercial unit and residential tenants at 758 Pacific Avenue in form and substance acceptable to the City. A copy of the commercial and residential SNDAs are attached to this First Amendment as Attachment 9.

7. Representations and Warranties.

(a) All of the representations and warranties made by Borrower to the City in the Agreement and other City Documents continue to be true and complete as of the date of this First Amendment.

(b) No event has occurred and is continuing that constitutes an event of default or potential event of default under the Agreement, Note, or any other City Documents.

8. Miscellaneous.

(a) References. No reference to this First Amendment is necessary in any instrument or document at any time referring to the Agreement. Any reference to such documents will be deemed a reference to the Agreement as amended by this First Amendment.

(b) No Other Amendments. Except as amended by this First Amendment, the Agreement will remain unmodified and in full force and effect.

(c) Successors and Assigns. The terms, covenants, and conditions contained in this First Amendment will bind and inure to the benefit of Borrower and the City and, except as otherwise provided herein, their personal representatives and successors and assigns.

(d) Further Instruments. The parties hereto 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.

Signatures Appear on Following Page

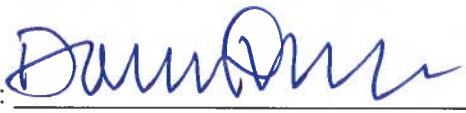
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment at San Francisco, California as of the date first written above.

THE CITY:

CITY AND COUNTY OF SAN
FRANCISCO, a municipal corporation

By: 
London N. Breed
Mayor

CITY AND COUNTY OF SAN
FRANCISCO, a municipal corporation

By: 
Daniel Adams
Director, Mayor's Office of Housing
and Community Development

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

By: 
C2A819107182428
Deputy City Attorney

BORROWER:

NEW ASIA HOUSING, L.P.,
A California limited partnership

By: New Asia Housing LLC.
a California limited liability
corporation
Its: General Partner

By: Chinatown Community Development
Center, a California nonprofit public
benefit corporation
Its: Sole Member/Manager

By: _____
Malcolm Yeung
Executive Director

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment at San Francisco, California as of the date first written above.

THE CITY:

CITY AND COUNTY OF SAN
FRANCISCO, a municipal corporation

By: _____
London N. Breed
Mayor

CITY AND COUNTY OF SAN
FRANCISCO, a municipal corporation

By: _____
Daniel Adams
Director, Mayor's Office of Housing
and Community Development

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

By: _____
Deputy City Attorney

BORROWER:

NEW ASIA HOUSING, L.P.,
A California limited partnership

By: New Asia Housing LLC.
a California limited liability
corporation
Its: General Partner

By: Chinatown Community Development
Center, a California nonprofit public
benefit corporation
Its: Sole Member/Manager

By: 
Malcolm Yeung
Executive Director

Attachment 1

Exhibit A: Schedules of Income and Rent Restrictions

See Attached.

EXHIBIT A
Schedules of Income and Rent Restrictions

1. **Income and Rent Restrictions.** Maximum rent is 30% of maximum income level. As used in this Agreement, the term "Qualified Tenant" includes each category of Tenant included below, provided that the unit mix for the Project shown below remains subject to adjustment and change approved by MOHCD:

Unit Size	No. of Units	Maximum Income Level	Rental Subsidy
0 BD – Studio (Plus Housing)	3	50% of Median Income	
0 BD – Studio	20	50% of Median Income	LOSP
0 BD - Studio	40	60% of Median Income	SOS
0 BD - Studio	48	60% of Median Income	
Total 0 BD - Studio	111		
1 Bedroom (Plus Housing)	2	50% of Median Income	
1 Bedroom	20	50% of Median Income	LOSP
1 Bedroom	30	60% of Median Income	SOS
1 Bedroom	10	60% of Median Income	
Total 1 Bedroom	62		
2 Bedroom	2	Unrestricted Manager's Unit	
Total 2 Bedroom	2		

All Units will be rented at all times to tenants who are seniors.

Forty (40) Units will be made available to the chronically homeless or those at risk of homelessness during the period in which the City's Local Operating Subsidy program is in operation and the City provides such subsidy to the Project under the LOSP Agreement.

Seventy (70) Units will be made available to the seniors with a maximum income of 15% and 25% of Median Income during the period in which the City's Senior Operating Subsidy program is available.

If the LOSP and/or SOS is terminated, discontinued, or reduced at no fault of Borrower with respect to the Project, then the rent restrictions above may be altered but only to the extent necessary for the Project to remain financially feasible, as determined in City's reasonable discretion; provided that:

(a) Borrower diligently pursues an additional or alternative source of income or subsidy acceptable to the City to replace the rental subsidies.

(b) One hundred percent (100%) of the Units formerly assisted under the LOSP and/or SOS must at all times be occupied by Qualified Tenants whose Adjusted Income does not exceed fifty percent (50%) of Median Income and the monthly rent paid by the Qualified Tenants may not exceed (a) thirty percent (30%) of fifty percent (50%) of Median Income, (b) less utility allowance. The maximum initial occupancy income level restrictions when averaged for all Residential Units in the Project may not exceed sixty percent (60%) of Median Income

and subject to any applicable regulatory agreement, restrictive covenant, or other encumbrance. To the extent financially feasible, as mutually determined by the Parties, any such rent increase will be limited to (or will be first implemented with) any vacant units.

In such event, the City will use good faith efforts to meet with Borrower within fifteen (15) days after Borrower's request to meet. The relief provided by the foregoing will not be construed as authorizing Borrower to exceed any income or rent restriction imposed on the Project by CDLAC, CTCAC, or under any other agreement. Borrower covenants and warrants that it will obtain all necessary approvals or relief from any other applicable income or rent limitations before implementing the relief provided in this paragraph.

2. Rent and Utilities. The total amount for rent and utilities (with the maximum allowance for utilities determined by the San Francisco Housing Authority) charged to a Qualified Tenant may not exceed the greater of:

(i) thirty percent (30%) of the applicable maximum income level, adjusted for household size; or

(ii) the tenant paid portion of the contract rent as determined by the San Francisco Housing Authority for Qualified Tenants holding Section 8 vouchers or certificates.

Rents may be increased as permitted pursuant to Section 7.3 of the Agreement.

Attachment 2

Exhibit B-1 – Table of Sources and Uses of Funds

See Attached.

Application Date:9/8/23
Project Name:772 Pacific
Project Address:772+758 Pacific Ave
Project Sponsor:Chinatown CDC

Units:175
Bedrooms:51
Beds:

LOSP Project

SOURCES	Total Sources						Comments
	4,100,000	3,067,731	3,150,000	-	-	-	
		MOHCD Acquisition & Add'l Predev Loan	TBD				
USES							
Name of Sources: MOHCD/OCII							

ACQUISITION

Acquisition cost or value		2,000,000				2,000,000	
Legal / Closing costs / Broker's Fee		58,506				58,506	\$51,838 title cost at acquisition from owner to CCDC; \$7,183 title cost for acquisition payoff with MOHCD funds
Holding Costs		120,280				120,280	8.5% interest on \$1.25M of LOC over 12 months
Transfer Tax						0	
TOTAL ACQUISITION	0	2,178,786	0	0	0	0	2,178,786

CONSTRUCTION (HARD COSTS)

Unit Construction/Rehab	1,206,079					1,206,079	Include FF&E
Commercial Shell Construction						0	
Demolition						0	
Environmental Remediation						0	
Onsight Improvements/Landscaping						0	
Offsite Improvements						0	
Infrastructure Improvements						0	HOPE SF/OCII costs for streets etc.
Parking						0	
GC Bond Premium/GC Insurance/GC Taxes						0	
GC Overhead & Profit						0	
CG General Conditions						0	
Sub-total Construction Costs	1,206,079	0	0	0	0	0	1,206,079
Design Contingency (remove at DD)						0	5% up to \$30MM HC, 4% \$30-\$45MM, 3% \$45MM+
Bid Contingency (remove at bid)						0	5% up to \$30MM HC, 4% \$30-\$45MM, 3% \$45MM+
Plan Check Contingency (remove/reduce during Plan Review)						0	4% up to \$30MM HC, 3% \$30-\$45MM, 2% \$45MM+
Hard Cost Construction Contingency						0	5% new construction / 15% rehab
Sub-total Construction Contingencies	0	0	0	0	0	0	0
TOTAL CONSTRUCTION COSTS	1,206,079	0	0	0	0	0	1,206,079

Construction line item costs as a % of hard costs

	0.0%
	0.0%
	0.0%

SOFT COSTS

Architecture & Design

Architect design fees	1,089,125		300,000			1,389,125	See MOHCD A&E Fee Guidelines: http://sfmohcd.org/documents-reports-and-forms
Design Subconsultants to the Architect (incl. Fees)						0	
Architect Construction Admin						0	
Reimbursables						0	
Additional Services						0	
Sub-total Architect Contract	1,089,125	0	300,000	0	0	0	1,389,125
Other Third Party design consultants (not included under Architect contract)	112,000		1,231,950			1,343,950	Both consultants under the Architect & Owner
Total Architecture & Design	1,201,125	0	1,531,950	0	0	0	2,733,075

Engineering & Environmental Studies

Survey	18,000		20,000			38,000	
Geotechnical studies						0	
Phase I & II Reports	50,000					50,000	
CEQA / Environmental Review consultants			450,000			450,000	
NEPA / 106 Review		50,000				50,000	
CNA/PMA (rehab only)						0	
Other environmental consultants			100,000			100,000	Name consultants & contract amounts
Total Engineering & Environmental Studies	68,000	50,000	570,000	0	0	0	688,000

Financing Costs

Construction Financing Costs							
Construction Loan Origination Fee						0	
Construction Loan Interest						0	
Title & Recording						0	
CDLAC & CDIAC fees						0	
Bond Issuer Fees						0	
Other Bond Cost of Issuance						0	
Other Lender Costs (specify)			150,000			150,000	\$3M of add'l predev X 5% loan interest over 1 year expected from mid-2026 - mid-2027.
Sub-total Const. Financing Costs	0	0	150,000	0	0	0	150,000
Permanent Financing Costs							
Permanent Loan Origination Fee						0	
Credit Enhance. & Appl. Fee						0	
Title & Recording						0	
Sub-total Perm. Financing Costs	0	0	0	0	0	0	0
Total Financing Costs	0	0	150,000	0	0	0	150,000

Legal Costs

Borrower Legal fees	15,000		30,000			45,000	
Land Use / CEQA Attorney fees						0	
Tax Credit Counsel	50,000					50,000	
Bond Counsel						0	
Construction Lender Counsel						0	
Permanent Lender Counsel						0	
Other Legal (specify)	6,500					6,500	
Total Legal Costs	71,500	0	30,000	0	0	0	101,500

Other Development Costs

Appraisal	7,000		8,000			15,000	
Market Study	10,000		5,000			15,000	
* Insurance						0	
* Property Taxes						0	
* Accounting / Audit						0	
* Organizational Costs	20,000					20,000	
* Entitlement / Permit Fees	180,169		320,000			500,169	EIR Planning fees
* Marketing / Rent-up						0	
* Furnishings						0	\$2,000/unit; See MOHCD U/W Guidelines: http://sfmohcd.org/documents-reports-and-forms
PGE / Utility Fees	300,000					300,000	
TCAC App / Alloc / Monitor Fees	34,152					34,152	
* Financial Consultant fees	85,000		15,000			100,000	
Construction Management fees / Owner's Rep	126,000					126,000	
* Security during Construction						0	
* Relocation	50,000	801,095	220,232			1,071,327	
Other (specify)						0	
Other (specify)						0	
Other (specify)						0	
Total Other Development Costs	812,321	801,095	568,232	0	0	0	2,181,648

Total Soft Cost Contingency as % of Total Soft Costs

	9.0%

Soft Cost Contingency

Contingency (Arch, Eng, Fin, Legal & Other Dev)	190,975	37,851	299,818	0	0	0	528,644	Should be either 10% or 5% of total soft costs.
TOTAL SOFT COSTS	2,343,921	888,946	3,150,000	0	0	0	6,382,867	

RESERVES

* Operating Reserves						0	
Replacement Reserves						0	
* Tenant Improvements Reserves						0	
Other (specify)						0	
Other (specify)						0	
Other (specify)						0	
TOTAL RESERVES	0	0	0	0	0	0	0

DEVELOPER COSTS

Developer Fee - Cash-out Paid at Milestones	550,000					550,000	
Developer Fee - Cash-out At Risk						0	
Commercial Developer Fee							
Developer Fee - GP Equity (also show as source)							
Developer Fee - Deferred (also show as source)						0	
Development Consultant Fees						0	Need MOHCD approval for this cost, N/A for most projects
Other (specify)						0	
TOTAL DEVELOPER COSTS	550,000	0	0	0	0	0	550,000

TOTAL DEVELOPMENT COST

Development Cost/Unit by Source	4,100,000	3,067,731	3,150,000	0	0	0	10,317,731	
Development Cost/Unit as % of TDC by Source	23.429	17.530	18.000	0	0	0	58.958	
	39.7%	29.7%	30.5%	0.0%	0.0%	0.0%	100.0%	

Acquisition Cost/Unit by Source

	0	11,429	0	0	0	0	11,429	

Construction Cost (inc Const Contingency)/Unit By Source

	6,892	0	0	0	0	0	6,892	

Construction Cost (inc Const Contingency)/SF

	9.81	0.00	0.00	0.00	0.00	0.00	9.81	

*Possible non-eligible GO Bond/COP Amount:

	1,361,079

City Subsidy/Unit

	23,429

Tax Credit Equity Pricing:

	0.94

Construction Bond Amount:

	85,617,861

Construction Loan Term (in months):

	41 months

Construction Loan Interest Rate (as %):

	8.31%

Attachment 3

Exhibit B-2 – Annual Operating Budget

See Attached.

Application Date:
Total # Units:
First Year of Operations (provide data assuming that Year 1 is a full year, i.e. 12 months of operations):

9/8/2023
175
2030

LOSP Units

Non-LOSP Units

40135

Project Name:
Project Address:
Project Sponsor:

772 Pacific
772+758 Pacific Ave
Chinatown CDC

LOSP/non-LOSP Allocation

23%77%

LOSP

non-LOSP

Total

Comments

Residential - Tenant Rents	120,000	1,434,312	1,554,312	Links from 'New Proj - Rent & Unit Mix' Worksheet	Alternative LOSP Split
Residential - Tenant Assistance Payments (Non-LOSP)	0	973,068	973,068	Links from 'New Proj - Rent & Unit Mix' Worksheet	
Residential - LOSP Tenant Assistance Payments	503,063		503,063		Residential - Tenant Assistance Payments (N
Commercial Space			0	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%	
Residential Parking	0	0	0	Links from 'Utilities & Other Income' Worksheet	
Miscellaneous Rent Income	0	0	0	Links from 'Utilities & Other Income' Worksheet	Alternative LOSP Split
Supportive Services Income	0	0			Supportive Services Income
Interest Income - Project Operations	0	0	0	Links from 'Utilities & Other Income' Worksheet	
Laundry and Vending	2,114	7,078	9,192	Links from 'Utilities & Other Income' Worksheet	Projected LOSP Split
Tenant Charges	0	0	0	Links from 'Utilities & Other Income' Worksheet	Tenant Charges
Miscellaneous Residential Income	0	0	0	Links from 'Utilities & Other Income' Worksheet	
Other Commercial Income			0	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%	Alternative LOSP Split
Withdrawal from Capitalized Reserve (deposit to operating account)	0	0			Withdrawal from Capitalized Reserve (deposit
Gross Potential Income	625,177	2,414,458	3,039,635		
Vacancy Loss - Residential - Tenant Rents	(6,000)	(71,716)	(77,716)	Vacancy loss is 5% of Tenant Rents.	
Vacancy Loss - Residential - Tenant Assistance Payments	0	(48,653)	(48,653)	Vacancy loss is 5% of Tenant Assistance Payments.	
Vacancy Loss - Commercial			0	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%	
EFFECTIVE GROSS INCOME	619,177	2,294,089	2,913,266	PUPA: 16,647	

OPERATING EXPENSES

Management

Alternative LOSP Split

Management Fee	32,844	109,956	142,800		Management Fee
Asset Management Fee	5,584	18,696	24,280		Asset Management Fee
Sub-total Management Expenses	38,428	128,652	167,080	PUPA: 955	

Salaries/Benefits

Alternative LOSP Split

Office Salaries	46,797	156,669	203,466		Office Salaries
Manager's Salary	17,701	59,259	76,960		Manager's Salary
Health Insurance and Other Benefits	35,251	118,016	153,267	Health Insurance & Other benefits, 403b (minus desk clerk benefits)	Health Insurance and Other Benefits
Other Salaries/Benefits	70,631	236,462	307,093	24/7 Desk Clerk Payroll & Benefits	Other Salaries/Benefits
Administrative Rent-Free Unit	2,978	9,970	12,948		Administrative Rent-Free Unit
Sub-total Salaries/Benefits	173,359	580,375	753,734	PUPA: 4,307	

Administration

Projected LOSP Split

Advertising and Marketing	626	2,097	2,723		
Office Expenses	8,705	29,144	37,849	Office Supplies, Computer Services, Telephone	
Office Rent	0	0			
Legal Expense - Property	993	3,324	4,317		Legal Expense - Property
Audit Expense	5,570	18,646	24,216		
Bookkeeping/Accounting Services	4,589	15,362	19,950		
Bad Debts	887	2,969	3,856		Projected LOSP Split
Miscellaneous	4,584	15,347	19,931		Bad Debts
Sub-total Administration Expenses	25,954	86,888	112,842	PUPA: 645	

Utilities

Projected LOSP Split

Electricity	30,820	103,179	133,999		Electricity
Water	21,581	72,249	93,830		
Gas	0	0	0		
Sewer	30,687	102,735	133,422		
Sub-total Utilities	83,088	278,163	361,251	PUPA: 2,064	

Taxes and Licenses

Alternative LOSP Split

Real Estate Taxes	2,300	7,700	10,000		Real Estate Taxes
Payroll Taxes	12,661	42,052	54,613		Payroll Taxes
Miscellaneous Taxes, Licenses and Permits	2,896	9,694	12,590		
Sub-total Taxes and Licenses	17,757	59,446	77,203	PUPA: 441	

Insurance

Alternative LOSP Split

Property and Liability Insurance	49,453	165,558	215,011		
Fidelity Bond Insurance	0	0			
Worker's Compensation	5,320	17,810	23,130		Worker's Compensation
Director's & Officers' Liability Insurance	0	0			
Sub-total Insurance	54,772	183,369	238,141	PUPA: 1,361	

Maintenance & Repair

Alternative LOSP Split

Payroll	44,066	147,527	191,593	Janitorial & Misc Maintenance	Payroll
Supplies	0	0			Supplies
Contracts	94,034	314,808	408,842	Painting, Repairs, Exterminating, Grounds, Elevator	Contracts
Garbage and Trash Removal	15,681	52,496	68,177		Alternative LOSP Split
Security Payroll/Contract	2,786	9,325	12,111		Security Payroll/Contract
HVAC Repairs and Maintenance	0	0			
Vehicle and Maintenance Equipment Operation and Repairs	0	0			
Miscellaneous Operating and Maintenance Expenses	0	0			
Sub-total Maintenance & Repair Expenses	156,566	524,157	680,723	PUPA: 3,890	

Supportive Services

Alternative LOSP Split

Supportive Services	0	221,425	221,425	Tenant Services & Activities	Supportive Services
Commercial Expenses			0	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%	

TOTAL OPERATING EXPENSES

549,9242,062,4752,612,399PUPA: 14,928

Reserves/Ground Lease Base Rent/Bond Fees

Ground Lease Base Rent	3,450	11,550	15,000	Ground lease with MOHCD	Provide additional comments here, if needed.
Bond Monitoring Fee	575	1,925	2,500		
Replacement Reserve Deposit	20,125	67,375	87,500	\$500 PUPY	
Operating Reserve Deposit	0	0			
Other Required Reserve 1 Deposit	0	0			
Other Required Reserve 2 Deposit	0	0			
Required Reserve Deposits, Commercial			0	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%	
Sub-total Reserves/Ground Lease Base Rent/Bond Fees	24,150	80,850	105,000	PUPA: 600	

TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees)

574,0742,143,3252,717,399PUPA: 15,528

NET OPERATING INCOME (INCOME minus OP EXPENSES)

45,103150,764195,867PUPA: 1,119

DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loans)

Hard Debt - First Lender	0	0	0		Provide additional comments here, if needed.	Alternative LOSP Split
Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Len	36,851	123,370	160,221	HCD MHP	Provide additional comments here, if needed.	Hard Debt - First Lender
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)	0	0	0		Provide additional comments here, if needed.	Hard Debt - Second Lender (HCD Program 0
Hard Debt - Fourth Lender	0	0	0		Provide additional comments here, if needed.	Hard Debt - Third Lender (Other HCD Program
Commercial Hard Debt Service			0	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%	Provide additional comments here, if needed.	Hard Debt - Fourth Lender
TOTAL HARD DEBT SERVICE	36,851	123,370	160,221	PUPA: 916		

CASH FLOW (NOI minus DEBT SERVICE)

8,25227,39435,646

Commercial Only Cash Flow

000

Allocation of Commercial Surplus to LOSP/non-LOSP (residual income)

000

AVAILABLE CASH FLOW

8,25227,39435,646

USES OF CASH FLOW BELOW (This row also shows DSCR.)

1.22

USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL

"Below-the-line" Asset Mgt Fee (uncommon in new projects, see policy)	0	0				
Partnership Management Fee (see policy for limits)	7,102	23,776	30,878	1st		
Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits)	1,150	3,850	5,000	2nd		
Other Payments	0	0			Alternative LOSP Split	
Non-amortizing Loan Pmnt - Lender 1 (select lender in comments field)	0	0			Other Payments	
Non-amortizing Loan Pmnt - Lender 2 (select lender in comments field)	0	0			Non-amortizing Loan Pmnt - Lender 1 (select	
Deferred Developer Fee (Enter amt <= Max Fee from call 1130)	0	0		Def. Develop. Fee split: 0%	Provide additional comments here, if needed.	Deferred Developer Fee (Enter amt <= Max F

TOTAL PAYMENTS PRECEDING MOHCD

8,25227,62635,878PUPA: 205

RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS)

PRECEDING MOHCD)

(0)(232)(232)

Residual Receipts Calculation

Does Project have a MOHCD Residual Receipt Obligation?

Yes

Project has MOHCD ground lease?

Yes

Will Project Defer Developer Fee?

No

Max Deferred Developer Fee/Borrower % of Residual Receipts in Yr 1:

33%

% of Residual Receipts available for distribution to soft debt lenders in

67%

Sum of DD F from LOSP and non-LOSP:

Ratio of Sum of DD F and calculated 33%:

SOFT DEBT LENDERS WITH RESIDUAL RECEIPTS OBLIGATIONS

(Select lender name/program from drop down)

Total Principal Amt

Distrib. of Soft Debt Loans

MOHCD/OCII - Soft Debt Loans		All MOHCD/OCII Loans payable from res. rects	\$49,000,000	99.69%
MOHCD/OCII - Ground Lease Value or Land Acq Cost		Ground Lease Value	\$150,000	0.31%
HCD (soft debt loan) - Lender 3				0.00%
Other Soft Debt Lender - Lender 4				0.00%
Other Soft Debt Lender - Lender 5				0.00%

MOHCD RESIDUAL RECEIPTS DEBT SERVICE

MOHCD Residual Receipts Amount Due	0	0	67% of residual receipts, multiplied by 100% – MOHCD's pro rata share of all soft debt
Proposed MOHCD Residual Receipts Amount to Loan Repayment	0	0	Enter/override amount of residual receipts proposed for loan repayment.
Proposed MOHCD Residual Receipts Amount to Residual Ground Lease	0	0	If applicable, MOHCD residual receipts amt due LESS amt proposed for loan repaym.

REMAINING BALANCE AFTER MOHCD RESIDUAL RECEIPTS

DEBT SERVICE

0

NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE

HCD Residual Receipts Amount Due	0	
Lender 4 Residual Receipts Due	0	
Lender 5 Residual Receipts Due	0	
Total Non-MOHCD Residual Receipts Debt Service	0	

REMAINDER (Should be zero unless there are distributions below)

0

Owner Distributions/Incentive Management Fee

0

Other Distributions/Uses

0

Final Balance (should be zero)

0

Application Date: 9/8/2023
Total # Units: 175
First Year of Operations (provide data assuming that Year 1 is a full year, i.e. 12 months of operations): 2030

INCOME			
Residential - Tenant Rents		non-LOSP	Approved By (reqd)
Residential - Tenant Assistance Payments (Non-LOSP)	0.00%	100.00%	
Residential - LOSP Tenant Assistance Payments			
Commercial Space			
Residential Parking			
Miscellaneous Rent Income	LOSP	non-LOSP	Approved By (reqd)
Supportive Services Income			
Interest Income - Project Operations			
Laundry and Vending	LOSP	non-LOSP	(only acceptable if LOSP-specific expenses are being tracked at entry level in the project's accounting system)
Tenant Charges			
Miscellaneous Residential Income			
Other Commercial Income	LOSP	non-LOSP	Approved By (reqd)
Withdrawal from Capitalized Reserve (deposit to operating account)	to operating account		

Gross Potential Income

Vacancy Loss - Residential - Tenant Rents
Vacancy Loss - Residential - Tenant Assistance Payments
Vacancy Loss - Commercial

EFFECTIVE GROSS INCOME

OPERATING EXPENSES

Management	LOSP	non-LOSP	Approved By (reqd)
Management Fee			
Asset Management Fee			

Sub-total Management Expenses

Salaries/Benefits	LOSP	non-LOSP	Approved By (reqd)
Office Salaries			
Manager's Salary			
Health Insurance and Other Benefits			
Other Salaries/Benefits	23.00%	77.00%	
Administrative Rent-Free Unit			

Sub-total Salaries/Benefits

Administration

Advertising and Marketing			
Office Expenses			
Office Rent	LOSP	non-LOSP	(only acceptable if LOSP-specific expenses are being tracked at entry level in the project's accounting system)
Legal Expense - Property	23.00%	77.00%	
Audit Expense			
Bookkeeping/Accounting Services	LOSP	non-LOSP	(only acceptable if LOSP-specific expenses are being tracked at entry level in the project's accounting system)
Bad Debts	23.00%	77.00%	
Miscellaneous			

Sub-total Administration Expenses

Utilities	LOSP	non-LOSP	(only acceptable if LOSP-specific expenses are being tracked at entry level in the project's accounting system)
Electricity	23.00%	77.00%	
Water			
Gas			
Sewer			

Sub-total Utilities

Taxes and Licenses	LOSP	non-LOSP	Approved By (reqd)
Real Estate Taxes			
Payroll Taxes			
Miscellaneous Taxes, Licenses and Permits			

Sub-total Taxes and Licenses

Insurance

Property and Liability Insurance			
Fidelity Bond Insurance	LOSP	non-LOSP	Approved By (reqd)
Worker's Compensation			
Director's & Officers' Liability Insurance			

Sub-total Insurance

Maintenance & Repair	LOSP	non-LOSP	Approved By (reqd)
Payroll	23.00%	77.00%	
Supplies			(LOSP-specific expenses must be tracked at entry level in project's
Contracts	23.00%	77.00%	
Garbage and Trash Removal	LOSP	non-LOSP	Approved By (reqd)
Security Payroll/Contract			
HVAC Repairs and Maintenance			
Vehicle and Maintenance Equipment Operation and Repairs			
Miscellaneous Operating and Maintenance Expenses			

Sub-total Maintenance & Repair Expenses

Supportive Services	0.00%	100.00%	Approved By (reqd)
Commercial Expenses			

TOTAL OPERATING EXPENSES

Reserves/Ground Lease Base Rent/Bond Fees

Ground Lease Base Rent			
Bond Monitoring Fee	LOSP	non-LOSP	Approved By (reqd)
Replacement Reserve Deposit			
Operating Reserve Deposit			
Other Required Reserve 1 Deposit			
Other Required Reserve 2 Deposit			
Required Reserve Deposits/s, Commercial			

Sub-total Reserves/Ground Lease Base Rent/Bond Fees

TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees)

NET OPERATING INCOME (INCOME minus OP EXPENSES)

DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loans)	LOSP	non-LOSP	Approved By (reqd)
Hard Debt - First Lender	0.00%	100.00%	
Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Lender)	42% pymt, or other 2nd Lender		
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)	h, or other 3rd Lender		
Hard Debt - Fourth Lender			
Commercial Hard Debt Service			

TOTAL HARD DEBT SERVICE

CASH FLOW (NOI minus DEBT SERVICE)

Commercial Only Cash Flow			
Allocation of Commercial Surplus to LOPS/non-LOSP (residual income)	non-LOSP (residual income)		

AVAILABLE CASH FLOW

USES OF CASH FLOW BELOW (This row also shows DSCR.)

USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL

"Below-the-line" Asset Mgt Fee (uncommon in new projects, see policy)			
Partnership Management Fee (see policy for limits)			
Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits)	LOSP	non-LOSP	Approved By (reqd)
Other Payments			
Non-amortizing Loan Pmnt - Lender 1 (select lender in comments field)	lender in comments field)		
Non-amortizing Loan Pmnt - Lender 2 (select lender in comments field)			
Deferred Developer Fee (Enter amt <= Max Fee from call 1130)	0.00%	100.00%	

TOTAL PAYMENTS PRECEDING MOHCD

RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD)

Residual Receipts Calculation

Does Project have a MOHCD Residual Receipt Obligation?

Will Project Defer Developer Fee?

Max Deferred Developer FeeBorrower % of Residual Receipts in Yr 1:
% of Residual Receipts available for distribution to soft debt lenders in

#VALUE!
0

Soft Debt Lenders with Residual Receipts Obligations

MOHCD/OCII - Soft Debt Loans
MOHCD/OCII - Ground Lease Value or Land Acq Cost
HCD (soft debt loan) - Lender 3
Other Soft Debt Lender - Lender 4
Other Soft Debt Lender - Lender 5

MOHCD RESIDUAL RECEIPTS DEBT SERVICE

MOHCD Residual Receipts Amount Due
Proposed MOHCD Residual Receipts Amount to Loan Repayment
Proposed MOHCD Residual Receipts Amount to Residual Ground Lease

REMAINING BALANCE AFTER MOHCD RESIDUAL RECEIPTS

DEBT SERVICE

NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE

HCD Residual Receipts Amount Due
Lender 4 Residual Receipts Due
Lender 5 Residual Receipts Due
Total Non-MOHCD Residual Receipts Debt Service

REMAINDER (Should be zero unless there are distributions below)

Owner Distributions/Incentive Management Fee
Other Distributions/Uses
Final Balance (should be zero)

Attachment 4

Exhibit B-3 – 20 Year Cash Flow Proforma

See Attached.

772 Pacific

Total # Units:				LOSP Units	Non-LOSP Units	Year 1 2030			Year 2 2031			Year 3 2032			
				23.00%	77.00%										
				% annual inc LOSP	% annual increase	Comments (related to annual inc assumptions)			LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	
INCOME				1.0%	2.5%				120,000	1,434,312	1,554,312	121,200	1,470,170	1,591,370	
Residential - Tenant Rents				n/a	4.0%	SOS				-	973,068	973,068	-	1,011,991	1,011,991
Residential - LOSP Tenant Assistance Payments				n/a	n/a	from 'Commercial Op. Budget Worksheet; Commercial to Residential allocation: 100%				503,063	-	503,063	512,837	-	512,837
Commercial Space				n/a	2.5%	from 'Commercial Op. Budget Worksheet; Commercial to Residential allocation: 100%				-	-	-	-	-	-
Residential Parking				2.5%	2.5%					-	-	-	-	-	-
Miscellaneous Rent Income				2.5%	2.5%					-	-	-	-	-	-
Supportive Services Income				2.5%	2.5%					-	-	-	-	-	-
Interest Income - Project Operations				2.5%	2.5%					-	-	-	-	-	-
Laundry and Vending				2.5%	2.5%					2,114	7,078	9,192	2,167	7,255	9,422
Tenant Charges				2.5%	2.5%					-	-	-	-	-	-
Miscellaneous Residential Income				2.5%	2.5%					-	-	-	-	-	-
Other Commercial Income				n/a	2.5%	from 'Commercial Op. Budget Worksheet; Commercial to Residential allocation: 100%				-	-	-	-	-	-
Withdrawal from Capitalized Reserve (deposit to operating account)				n/a	n/a	Link from Reserve Section below, as applicable				-	-	-	-	-	-
Gross Potential Income				n/a	n/a					625,177	2,414,458	3,039,635	636,204	2,489,415	3,125,620
Vacancy Loss - Residential - Tenant Rents				n/a	n/a	Enter formulas manually per relevant MOH policy; annual incrementing usually not appropriate				(6,000)	(71,716)	(77,716)	(6,060)	(73,508)	(79,568)
Vacancy Loss - Residential - Tenant Assistance Payments				n/a	n/a					-	(48,653)	(48,653)	-	(50,600)	(50,600)
Vacancy Loss - Commercial				n/a	n/a					-	-	-	-	-	-
EFFECTIVE GROSS INCOME										619,177	2,294,089	2,913,266	630,144	2,365,307	2,995,452
OPERATING EXPENSES															
Management															
Management Fee				3.5%	3.5%	1st Year to be set according to HUD schedule.				32,844	109,956	142,800	33,994	113,804	147,798
Asset Management Fee				3.0%	3.0%	per MOHCD policy				5,584	18,696	24,280	5,752	19,256	25,008
Sub-total Management Expenses										38,428	128,652	167,080	39,746	133,061	172,806
Salaries/Benefits															
Office Salaries				3.5%	3.5%					46,797	156,669	203,466	48,435	162,152	210,587
Manager's Salary				3.5%	3.5%					17,701	59,259	76,960	18,320	61,333	79,654
Health Insurance and Other Benefits				3.5%	3.5%					35,251	118,016	153,267	36,485	122,146	158,631
Other Salaries/Benefits				3.5%	3.5%					70,631	236,462	307,093	73,103	244,738	317,841
Administrative Rent-Free Unit				3.5%	3.5%					2,978	9,970	12,948	3,082	10,319	13,401
Sub-total Salaries/Benefits										173,359	580,375	753,734	179,426	600,688	780,115
Administration															
Advertising and Marketing				3.5%	3.5%					626	2,097	2,723	648	2,170	2,818
Office Expenses				3.5%	3.5%					8,705	29,144	37,849	9,010	30,164	39,174
Office Rent				3.5%	3.5%					-	-	-	-	-	-
Legal Expense - Property				3.5%	3.5%					993	3,324	4,317	1,028	3,440	4,468
Audit Expense				3.5%	3.5%					5,570	18,646	24,216	5,765	19,299	25,064
Bookkeeping/Accounting Services				3.5%	3.5%					4,589	15,362	19,950	4,749	15,899	20,648
Bad Debts				3.5%	3.5%					887	2,969	3,856	918	3,073	3,991
Miscellaneous				3.5%	3.5%					4,584	15,347	19,931	4,745	15,884	20,629
Sub-total Administration Expenses										25,954	86,888	112,842	26,862	89,929	116,791
Utilities															
Electricity				3.5%	3.5%					30,820	103,179	133,999	31,898	106,791	138,689
Water				3.5%	3.5%					21,581	72,249	93,830	22,336	74,778	97,114
Gas				3.5%	3.5%					-	-	-	-	-	-
Sewer				3.5%	3.5%					30,687	102,735	133,422	31,761	106,331	138,092
Sub-total Utilities										83,088	278,163	361,251	85,996	287,899	373,895
Taxes and Licenses															
Real Estate Taxes				3.5%	3.5%					2,300	7,700	10,000	2,381	7,970	10,350
Payroll Taxes				3.5%	3.5%					12,561	42,052	54,613	13,001	43,524	56,524
Miscellaneous Taxes, Licenses and Permits				3.5%	3.5%					2,896	9,694	12,590	2,997	10,034	13,031
Sub-total Taxes and Licenses										17,757	59,446	77,203	16,378	61,527	79,905
Insurance															
Property and Liability Insurance				3.5%	3.5%					49,453	165,558	215,011	51,183	171,353	222,536
Fidelity Bond Insurance				3.5%	3.5%					-	-	-	-	-	-
Worker's Compensation				3.5%	3.5%					5,320	17,810	23,130	5,506	18,433	23,940
Director's & Officers' Liability Insurance				3.5%	3.5%					-	-	-	-	-	-
Sub-total Insurance										54,772	183,369	238,141	56,689	189,786	246,476
Maintenance & Repair															
Payroll				3.5%	3.5%					44,066	147,527	191,593	45,609	152,690	198,299
Supplies				3.5%	3.5%					-	-	-	-	-	-
Contracts				3.5%	3.5%					94,034	314,808	408,842	97,325	325,827	423,151
Garbage and Trash Removal				3.5%	3.5%					15,681	52,496	68,177	16,230	54,334	70,563
Security Payroll/Contract				3.5%	3.5%					2,786	9,325	12,111	2,883	9,652	12,535
HVAC Repairs and Maintenance				3.5%	3.5%					-	-	-	-	-	-
Vehicle and Maintenance Equipment Operation and Repairs				3.5%	3.5%					-	-	-	-	-	-
Miscellaneous Operating and Maintenance Expenses				3.5%	3.5%					-	-	-	-	-	-
Sub-total Maintenance & Repair Expenses										156,566	524,157	680,723	162,046	542,502	704,548
Supportive Services				3.5%	3.5%					-	221,425	221,425	-	229,175	229,175
Commercial Expenses						from 'Commercial Op. Budget Worksheet; Commercial to Residential allocation: 100%				-	-	-	-	-	-
TOTAL OPERATING EXPENSES															
PUPA (w/o Reserves/GL Base Rent/Bond Fees)										549,924	2,062,475	2,612,399	569,143	2,134,568	2,703,712
Reserves/Ground Lease Base Rent/Bond Fees										-	-	14,928	-	-	-
Ground Lease Base Rent										3,450	11,550	15,000	3,450	11,550	15,000
Bond Monitoring Fee										575	1,925	2,500	575	1,925	2,500
Replacement Reserve Deposit										20,125	67,375	87,500	20,125	67,375	87,500
Operating Reserve Deposit										-	-	-	-	-	-
Other Required Reserve 1 Deposit										-	-	-	-	-	-
Other Required Reserve 2 Deposit										-	-	-	-	-	-
Required Reserve Deposit/s, Commercial										-	-	-	-	-	-
Sub-total Reserves/Ground Lease Base Rent/Bond Fees										24,150	80,850	105,000	24,150	80,850	105,000
TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees)										574,074	2,143,325	2,717,399	593,293	2,215,418	2,808,712
PUPA (w/ Reserves/GL Base Rent/Bond Fees)										-	-	15,528	-	-	-
NET OPERATING INCOME (INCOME minus OP EXPENSES)										45,103	150,764	195,867	36,851	149,889	186,740
DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loans)															
Hard Debt - First Lender						Enter comments re: annual increase, etc.				-	-	-	-	-	-
Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Lender)						Enter comments re: annual increase, etc.				36,851	123,370	160,221	36,851	123,370	160,221
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)						Enter comments re: annual increase, etc.				-	-	-	-	-	-
Hard Debt - Fourth Lender						Enter comments re: annual increase, etc.				-	-	-	-	-	-
Commercial Hard Debt Service						from 'Commercial Op. Budget Worksheet; Commercial to Residential allocation: 100%				-	-	-	-	-	-
TOTAL HARD DEBT SERVICE										36,851	123,370	160,221	36,851	123,370	160,221
CASH FLOW (NOI minus DEBT SERVICE)										8,252	27,394	35,646	-	26,519	26,519
Commercial Only Cash Flow										-	-	-	-	-	-
Allocation of Commercial Surplus to LOPS/non-LOSP (residual income)										-	-	-	-	-	-
AVAILABLE CASH FLOW										8,252	27,394	35,646	-	26,519	26,519
USES OF CASH FLOW BELOW (This row also shows DSCR.)															
USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL										DSCR:	1.222		1.166		1.159
Below-the-line Asset Mgt fee (uncommon in new projects, see policy)				3.0%	3.0%	per MOHCD policy				-	-	-	-	-	-
Partnership Management Fee (see policy for limits)				3.0%	3.0%	per MOHCD policy				7,102	23,776	30,878	-	-	-
Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits)						per MOHCD policy no annual increase				1,150	3,850	5,000	-	-	-
Other Payments										-	-	-	-	-	-
Non-amortizing Loan Pmnt. - Lender 1						Enter comments re: annual increase, etc.				-	-	-	-	-	-
Non-amortizing Loan Pmnt. - Lender 2						Enter comments re: annual increase, etc.				-	-	-	-	-	-
Deferred Developer Fee (Enter amt <= Max Fee from row 131)										-	-	-	-	-	-
TOTAL PAYMENTS PRECEDING MOHCD										8,252	27,626	35,878	-	-	-
RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD)															
										(0)	(232)	(232)	-	26,519	26,519
Does Project have a MOHCD Residual Receipt Obligation?				Yes	No										
Will Project Defer Developer Fee?				67% / 33%											
Residual Receipts split for all years. - Lender/Owner															
MOHCD RESIDUAL RECEIPTS DEBT SERVICE															
MOHCD Residual Receipts Amount Due				100.00%										17,679	16,973
Proposed MOHCD Residual Receipts Amount to Loan Repayment														17,679	16,973
Proposed MOHCD Residual Receipts Amount to Residual Ground Lease															
NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE															
HCD Residual Receipts Amount Due				0.00%		No HCD Financing									
Lender 4 Residual Receipts Due				0.00%											
Lender 5 Residual Receipts Due				0.00%											
Total Non-MOHCD Residual Receipts Debt Service															
REMAINDER (Should be zero unless there are distributions below)															
Owner Distributions/Incentive Management Fee														8,840	8,486
Other Distributions/Uses														8,840	8,486
Final Balance (should be zero)														-	-
REPLACEMENT RESERVE - RUNNING BALANCE															
Replacement Reserve Starting Balance														87,500	175,000
Replacement Reserve Deposits														87,500	87,500
Replacement Reserve Withdrawals (ideally tied to CNA)														-	-
Replacement Reserve Interest														-	-
RR Running Balance														175,000	262,500
OPERATING RESERVE - RUNNING BALANCE															
Operating Reserve Starting Balance														\$1,000	\$1,000
Operating Reserve Deposits														-	-
Operating Reserve Withdrawals														-	-
Operating Reserve Interest														-	-
OR Running Balance														-	-
OTHER REQUIRED RESERVE 1 - RUNNING BALANCE															
Other Reserve 1 Starting Balance														-	-
Other Reserve 1 Deposits														-	-
Other Reserve 1 Withdrawals														-	-
Other Reserve 1 Interest														-	-
Other Required Reserve 1 Running Balance														-	-
OTHER RESERVE 2 - RUNNING BALANCE															
Other Reserve 2 Starting Balance														-	-
Other Reserve 2 Deposits															

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Total # Units:				Year 7 2036			Year 8 2037			Year 9 2038		
LOSP Units		Non-LOSP Units										
175		40		135								
23.00%		77.00%										
				Comments (related to annual inc assumptions)								
				LOSP			non-LOSP			Total		
				LOSP			non-LOSP			Total		
				LOSP			non-LOSP			Total		
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				LOSP			non-LOSP			Total		

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Total # Units:		LOSP		Non-LOSP		Year 10			Year 11			Year 12		
		Units	23.00%	Units	77.00%	2039			2040			2041		
		% annual inc LOSP	% annual increase	Comments (related to annual inc assumptions)		LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total
INCOME														
Residential - Tenant Rents		1.0%	2.5%			131,242	1,791,259	1,922,501	132,555	1,836,041	1,968,595	133,880	1,881,942	2,015,822
Residential - Tenant Assistance Payments (Non-LOSP)		n/a	4.0%	SOS		(6,562)	1,384,979	1,384,979	-	1,440,378	1,440,378	733,490	1,497,993	1,497,993
Residential - LOSP Tenant Assistance Payments		n/a	n/a			682,846		682,846	707,717		707,717			733,490
Commercial Space		n/a	2.5%	from Commercial Op. Budget Worksheet; Commercial to Residential allocation: 100%				-	-	-	-	-	-	-
Residential Parking		2.5%	2.5%			-	-	-	-	-	-	-	-	-
Miscellaneous Rent Income		2.5%	2.5%			-	-	-	-	-	-	-	-	-
Supportive Services Income		2.5%	2.5%			-	-	-	-	-	-	-	-	-
Interest Income - Project Operations		2.5%	2.5%			-	-	-	-	-	-	-	-	-
Laundry and Vending		2.5%	2.5%			2,640	8,839	11,480	2,706	9,060	11,767	2,774	9,287	12,061
Tenant Charges		2.5%	2.5%			-	-	-	-	-	-	-	-	-
Miscellaneous Residential Income		2.5%	2.5%			-	-	-	-	-	-	-	-	-
Other Commercial Income		n/a	2.5%	from Commercial Op. Budget Worksheet; Commercial to Residential allocation: 100%				-	-	-	-	-	-	-
Withdrawal from Capitalized Reserve (deposit to operating account)		n/a	n/a	Link from Reserve Section below, as applicable				-	-	-	-	-	-	-
Gross Potential Income						816,728	3,185,078	4,001,806	842,978	3,285,479	4,128,458	870,144	3,389,222	4,259,366
Vacancy Loss - Residential - Tenant Rents		n/a	n/a	Enter formulas manually per relevant MOH policy; annual incrementing usually not appropriate		(6,562)	(89,563)	(96,125)	(6,628)	(97,802)	(98,430)	(6,694)	(94,097)	(100,791)
Vacancy Loss - Residential - Tenant Assistance Payments		n/a	n/a			-	(69,249)	(69,249)	-	(72,019)	(72,019)	-	(74,900)	(74,900)
Vacancy Loss - Commercial		n/a	n/a			-	-	-	-	-	-	-	-	-
EFFECTIVE GROSS INCOME						810,166	3,026,266	3,836,432	836,351	3,121,658	3,958,009	863,450	3,220,225	4,083,675
OPERATING EXPENSES														
Management														
Management Fee		3.5%	3.5%	1st Year to be set according to HUD schedule.		44,763	149,859	194,622	46,330	155,104	201,434	47,951	160,532	208,485
Asset Management Fee		3.0%	3.0%	per MOHCD policy		7,286	24,394	31,680	7,505	25,125	32,630	7,730	25,879	33,609
Sub-total Management Expenses						52,049	174,252	226,302	53,835	180,229	234,064	55,681	186,412	242,093
Salaries/Benefits														
Office Salaries		3.5%	3.5%			63,780	213,524	277,303	66,012	220,997	287,009	68,322	228,732	297,054
Manager's Salary		3.5%	3.5%			24,124	80,764	104,889	24,969	83,591	108,560	25,843	86,517	112,359
Health Insurance and Other Benefits		3.5%	3.5%			48,044	160,843	208,887	49,726	166,473	216,198	51,466	172,299	223,765
Other Salaries/Benefits		3.5%	3.5%			96,263	322,273	418,539	99,633	333,552	433,185	103,120	345,227	448,346
Administrative Rent-Free Unit		3.5%	3.5%			4,059	13,588	17,647	4,201	14,064	18,264	4,348	14,556	18,904
Sub-total Salaries/Benefits						236,270	790,992	1,027,262	244,540	818,677	1,063,216	253,099	847,330	1,100,429
Administration														
Advertising and Marketing		3.5%	3.5%			854	2,858	3,711	883	2,958	3,841	914	3,061	3,975
Office Expenses		3.5%	3.5%			11,864	39,720	51,584	12,280	41,110	53,390	12,709	42,549	55,258
Office Rent		3.5%	3.5%			-	-	-	-	-	-	-	-	-
Legal Expense - Property		3.5%	3.5%			1,353	4,530	5,884	1,401	4,689	6,090	1,450	4,853	6,303
Audit Expense		3.5%	3.5%			7,591	25,413	33,004	7,857	26,302	34,159	8,132	27,223	35,355
Bookkeeping/Accounting Services		3.5%	3.5%			6,254	20,936	27,190	6,473	21,669	28,141	6,699	22,427	29,126
Bad Debts		3.5%	3.5%			1,209	4,047	5,255	1,251	4,188	5,439	1,295	4,335	5,630
Miscellaneous		3.5%	3.5%			6,248	20,916	27,164	6,466	21,648	28,115	6,693	22,406	29,099
Sub-total Administration Expenses						35,372	118,420	153,792	36,610	122,565	159,175	37,892	126,854	164,746
Utilities														
Electricity		3.5%	3.5%			42,004	140,623	182,627	43,474	145,544	189,019	44,996	150,639	195,634
Water		3.5%	3.5%			29,413	98,468	127,881	30,442	101,914	132,356	31,507	105,481	136,989
Gas		3.5%	3.5%			-	-	-	-	-	-	-	-	-
Sewer		3.5%	3.5%			41,823	140,017	181,840	43,287	144,918	188,205	44,802	149,990	194,792
Sub-total Utilities						113,240	379,108	492,348	117,203	392,377	509,580	121,306	406,110	527,416
Taxes and Licenses														
Real Estate Taxes		3.5%	3.5%			3,135	10,494	13,629	3,244	10,862	14,106	3,358	11,242	14,800
Payroll Taxes		3.5%	3.5%			17,119	57,313	74,432	17,719	59,319	77,037	18,339	61,395	79,733
Miscellaneous Taxes, Licenses and Permits		3.5%	3.5%			3,947	13,212	17,159	4,085	13,675	17,759	4,228	14,153	18,381
Sub-total Taxes and Licenses						24,201	81,019	105,220	25,048	83,855	108,902	25,942	86,790	112,714
Insurance														
Property and Liability Insurance		3.5%	3.5%			67,399	225,639	293,038	69,758	233,537	303,294	72,199	241,710	313,910
Fidelity Bond Insurance		3.5%	3.5%			-	-	-	-	-	-	-	-	-
Worker's Compensation		3.5%	3.5%			7,250	24,273	31,524	7,504	25,123	32,627	7,767	26,002	33,769
Director's & Officers' Liability Insurance		3.5%	3.5%			-	-	-	-	-	-	-	-	-
Sub-total Insurance						74,649	249,913	324,562	77,262	258,659	335,921	79,966	267,713	347,679
Maintenance & Repair														
Payroll		3.5%	3.5%			60,058	201,064	261,122	62,160	208,101	270,261	64,336	215,384	279,720
Supplies		3.5%	3.5%			-	-	-	-	-	-	-	-	-
Contracts		3.5%	3.5%			128,158	429,051	557,210	132,644	444,068	576,712	137,286	459,611	596,897
Garbage and Trash Removal		3.5%	3.5%			21,371	71,547	92,918	22,119	74,051	96,170	22,893	76,643	99,536
Security Payroll/Contract		3.5%	3.5%			3,796	12,710	16,506	3,929	13,154	17,084	4,067	13,615	17,682
HVAC Repairs and Maintenance		3.5%	3.5%			-	-	-	-	-	-	-	-	-
Vehicle and Maintenance Equipment Operation and Repairs		3.5%	3.5%			-	-	-	-	-	-	-	-	-
Miscellaneous Operating and Maintenance Expenses		3.5%	3.5%			-	-	-	-	-	-	-	-	-
Sub-total Maintenance & Repair Expenses						213,384	714,372	927,756	220,852	739,375	960,227	228,582	765,253	993,835
Supportive Services		3.5%	3.5%			-	301,780	301,780	-	312,342	312,342	-	323,274	323,274
Commercial Expenses				from Commercial Op. Budget Worksheet; Commercial to Residential allocation: 100%		-	-	-	-	-	-	-	-	-
TOTAL OPERATING EXPENSES						749,165	2,809,855	3,559,020	775,350	2,908,078	3,683,428	802,449	3,009,735	3,812,185
PUPA (w/o Reserves/GL Base Rent/Bond Fees)														
Reserves/Ground Lease Base Rent/Bond Fees														
Ground Lease Base Rent						3,450	11,550	15,000	3,450	11,550	15,000	3,450	11,550	15,000
Bond Monitoring Fee						575	1,925	2,500	575	1,925	2,500	575	1,925	2,500
Replacement Reserve Deposit						20,125	67,375	87,500	20,125	67,375	87,500	20,125	67,375	87,500
Operating Reserve Deposit						-	-	-	-	-	-	-	-	-
Other Required Reserve 1 Deposit						-	-	-	-	-	-	-	-	-
Other Required Reserve 2 Deposit						-	-	-	-	-	-	-	-	-
Required Reserve Deposit/s, Commercial						-	-	-	-	-	-	-	-	-
Sub-total Reserves/Ground Lease Base Rent/Bond Fees						24,150	80,850	105,000	24,150	80,850	105,000	24,150	80,850	105,000
TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees)						773,315	2,890,705	3,664,020	799,500	2,988,928	3,788,428	826,599	3,090,585	3,917,185
PUPA (w/ Reserves/GL Base Rent/Bond Fees)														
NET OPERATING INCOME (INCOME minus OP EXPENSES)						36,851	135,561	172,411	36,851	132,730	169,581	36,851	129,640	166,491
DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loans)														
Hard Debt - First Lender				Enter comments re: annual increase, etc.		-	-	-	-	-	-	-	-	-
Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Lender)				Enter comments re: annual increase, etc.		36,851	123,370	160,221	36,851	123,370	160,221	36,851	123,370	160,221
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)				Enter comments re: annual increase, etc.		-	-	-	-	-	-	-	-	-
Hard Debt - Fourth Lender				Enter comments re: annual increase, etc.		-	-	-	-	-	-	-	-	-
Commercial Hard Debt Service				from Commercial Op. Budget Worksheet; Commercial to Residential allocation: 100%		-	-	-	-	-	-	-	-	-
TOTAL HARD DEBT SERVICE						36,851	123,370	160,221	36,851	123,370	160,221	36,851	123,370	160,221
CASH FLOW (NOI minus DEBT SERVICE)						-	12,190	12,190	-	9,360	9,360	-	6,270	6,270
Commercial Only Cash Flow														
Allocation of Commercial Surplus to LOSP/non-LOSP (residual income)														
AVAILABLE CASH FLOW						-	12,190	12,190	-	9,360	9,360	-	6,270	6,270
USES OF CASH FLOW BELOW (This row also shows DSCR.)														
USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL														
"Below-the-line" Asset Mgt fee (uncommon in new projects, see policy)		3.0%	3.0%	per MOHCD policy		-	-	-	-	-	-	-	-	-
Partnership Management Fee (see policy for limits)		3.0%	3.0%	per MOHCD policy		-	-	-	-	-	-	-	-	-
Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits)				per MOHCD policy no annual increase		-	-	-	-	-	-	-	-	-
Other Payments						-	-	-	-	-	-	-	-	-
Non-amortizing Loan Pmnt - Lender 1				Enter comments re: annual increase, etc.		-	-	-	-	-	-	-	-	-
Non-amortizing Loan Pmnt - Lender 2				Enter comments re: annual increase, etc.		-	-	-	-	-	-	-	-	-
Deferred Developer Fee (Developer														

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Total # Units:		LOSP		Non-LOSP		Year 13 2042			Year 14 2043			Year 15 2044			
		Units	Units	23.00%	77.00%										
		% annual inc LOSP	% annual increase	Comments (related to annual inc assumptions)			LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total
INCOME															
Residential - Tenant Rents				1.0%	2.5%		135,219	1,928,990	2,064,209	136,571	1,977,215	2,113,786	137,937	2,026,645	2,164,582
Residential - Tenant Assistance Payments (Non-LOSP)				n/a	4.0%	SOS	-	1,557,913	1,557,913	-	1,620,230	1,620,230	-	1,685,039	1,685,039
Residential - LOSP Tenant Assistance Payments				n/a	n/a		760,196	-	760,196	787,868	-	787,868	816,540	-	816,540
Commercial Space				n/a	2.5%	from Commercial Op. Budget Worksheet; Commercial to Residential allocation: 100%	-	-	-	-	-	-	-	-	-
Residential Parking				2.5%	2.5%		-	-	-	-	-	-	-	-	-
Miscellaneous Rent Income				2.5%	2.5%		-	-	-	-	-	-	-	-	-
Supportive Services Income				2.5%	2.5%		-	-	-	-	-	-	-	-	-
Interest Income - Project Operations				2.5%	2.5%		-	-	-	-	-	-	-	-	-
Laundry and Vending				2.5%	2.5%		2,843	9,519	12,362	2,914	9,757	12,671	2,987	10,001	12,988
Tenant Charges				2.5%	2.5%		-	-	-	-	-	-	-	-	-
Miscellaneous Residential Income				2.5%	2.5%		-	-	-	-	-	-	-	-	-
Other Commercial Income				n/a	2.5%	from Commercial Op. Budget Worksheet; Commercial to Residential allocation: 100%	-	-	-	-	-	-	-	-	-
Withdrawal from Capitalized Reserve (deposit to operating account)				n/a	n/a	Link from Reserve Section below, as applicable	-	-	-	-	-	-	-	-	-
Gross Potential Income							898,258	3,496,422	4,394,681	927,354	3,607,202	4,534,555	957,464	3,721,685	4,679,149
Vacancy Loss - Residential - Tenant Rents				n/a	n/a	Enter formulas manually per relevant MOH policy; annual incrementing usually not appropriate	(6,761)	(96,450)	(103,210)	(6,829)	(98,861)	(105,689)	(6,897)	(101,332)	(108,229)
Vacancy Loss - Residential - Tenant Assistance Payments				n/a	n/a		-	(77,896)	(77,896)	-	(81,011)	(81,011)	-	(84,252)	(84,252)
Vacancy Loss - Commercial				n/a	n/a		-	-	-	-	-	-	-	-	-
EFFECTIVE GROSS INCOME							891,497	3,322,077	4,213,575	920,525	3,427,329	4,347,854	950,567	3,536,101	4,486,668
OPERATING EXPENSES															
Management															
Management Fee				3.5%	3.5%	1st Year to be set according to HUD schedule.	49,630	166,151	215,781	51,367	171,966	223,333	53,164	177,985	231,150
Asset Management Fee				3.0%	3.0%	per MOHCD policy	7,962	26,655	34,617	8,201	27,455	35,656	8,447	28,279	36,726
Sub-total Management Expenses							57,592	192,807	250,398	59,567	199,421	258,989	61,611	206,264	267,875
Salaries/Benefits															
Office Salaries				3.5%	3.5%		70,714	236,737	307,451	73,189	245,023	318,212	75,750	253,599	329,349
Manager's Salary				3.5%	3.5%		26,747	89,545	116,292	27,683	92,679	120,362	28,652	95,923	124,575
Health Insurance and Other Benefits				3.5%	3.5%		53,267	178,330	231,597	55,132	184,571	239,703	57,081	191,031	248,092
Other Salaries/Benefits				3.5%	3.5%		106,729	357,310	464,039	110,464	369,816	480,280	114,331	382,759	497,000
Administrative Rent-Free Unit				3.5%	3.5%		4,500	15,065	19,565	4,658	15,593	20,250	4,821	16,138	20,959
Sub-total Salaries/Benefits							261,957	876,987	1,138,944	271,126	907,681	1,178,807	280,615	939,450	1,220,065
Administration															
Advertising and Marketing				3.5%	3.5%		946	3,168	4,115	979	3,279	4,259	1,014	3,394	4,408
Office Expenses				3.5%	3.5%		13,154	44,038	57,192	13,615	45,580	59,194	14,091	47,175	61,266
Office Rent				3.5%	3.5%		-	-	-	-	-	-	-	-	-
Legal Expense - Property				3.5%	3.5%		1,500	5,023	6,523	1,553	5,199	6,752	1,607	5,381	6,988
Audit Expense				3.5%	3.5%		8,416	28,176	36,592	8,711	29,162	37,873	9,016	30,183	39,198
Bookkeeping/Accounting Services				3.5%	3.5%		6,934	23,212	30,146	7,176	24,025	31,201	7,427	24,866	32,293
Bad Debts				3.5%	3.5%		1,340	4,487	5,827	1,387	4,644	6,031	1,436	4,806	6,242
Miscellaneous				3.5%	3.5%		6,927	23,190	30,117	7,169	24,002	31,171	7,420	24,842	32,262
Sub-total Administration Expenses							39,218	131,294	170,512	40,590	135,890	176,480	42,011	140,616	182,657
Utilities															
Electricity				3.5%	3.5%		46,571	155,911	202,482	48,201	161,368	209,569	49,888	167,016	216,903
Water				3.5%	3.5%		32,610	109,173	141,784	33,752	112,994	146,746	34,933	116,949	151,882
Gas				3.5%	3.5%		-	-	-	-	-	-	-	-	-
Sewer				3.5%	3.5%		46,370	155,240	201,610	47,993	160,673	208,666	49,673	166,296	215,969
Sub-total Utilities							125,551	420,324	545,875	129,946	435,035	564,981	134,494	450,261	584,755
Taxes and Licenses															
Real Estate Taxes				3.5%	3.5%		3,475	11,635	15,111	3,597	12,042	15,640	3,723	12,464	16,187
Payroll Taxes				3.5%	3.5%		18,981	63,543	82,524	19,645	65,767	85,412	20,332	68,069	88,402
Miscellaneous Taxes, Licenses and Permits				3.5%	3.5%		4,376	14,649	19,024	4,529	15,161	19,690	4,587	15,692	20,379
Sub-total Taxes and Licenses							26,832	89,827	116,659	27,771	92,971	120,742	28,743	96,225	124,968
Insurance															
Property and Liability Insurance				3.5%	3.5%		74,726	250,170	324,896	77,342	258,926	336,268	80,049	267,989	348,037
Fidelity Bond Insurance				3.5%	3.5%		-	-	-	-	-	-	-	-	-
Worker's Compensation				3.5%	3.5%		8,039	26,912	34,951	8,320	27,854	36,174	8,611	28,829	37,440
Director's & Officers' Liability Insurance				3.5%	3.5%		-	-	-	-	-	-	-	-	-
Sub-total Insurance							82,765	277,082	359,847	85,662	286,780	372,442	88,660	296,818	385,478
Maintenance & Repair															
Payroll				3.5%	3.5%		66,587	222,923	289,510	68,918	230,725	299,643	71,330	238,801	310,131
Supplies				3.5%	3.5%		-	-	-	-	-	-	-	-	-
Contracts				3.5%	3.5%		142,091	475,697	617,788	147,065	492,346	639,411	152,212	509,579	661,790
Garbage and Trash Removal				3.5%	3.5%		23,695	79,325	103,020	24,524	82,102	106,626	25,382	84,975	110,358
Security Payroll/Contract				3.5%	3.5%		4,209	14,091	18,301	4,356	14,585	18,941	4,509	15,095	19,604
HVAC Repairs and Maintenance				3.5%	3.5%		-	-	-	-	-	-	-	-	-
Vehicle and Maintenance Equipment Operation and Repairs				3.5%	3.5%		-	-	-	-	-	-	-	-	-
Miscellaneous Operating and Maintenance Expenses				3.5%	3.5%		-	-	-	-	-	-	-	-	-
Sub-total Maintenance & Repair Expenses							236,582	792,037	1,028,619	244,863	819,758	1,064,621	253,433	848,450	1,101,883
Supportive Services				3.5%	3.5%		-	334,588	334,588	-	346,299	346,299	-	358,419	358,419
Commercial Expenses						from Commercial Op. Budget Worksheet; Commercial to Residential allocation: 100%	-	-	-	-	-	-	-	-	-
TOTAL OPERATING EXPENSES							830,497	3,114,946	3,945,443	859,524	3,223,836	4,083,360	889,566	3,336,533	4,226,100
PUPA (w/o Reserves/GL Base Rent/Bond Fees)															
Reserves/Ground Lease Base Rent/Bond Fees															
Ground Lease Base Rent							3,450	11,550	15,000	3,450	11,550	15,000	3,450	11,550	15,000
Bond Monitoring Fee							575	1,925	2,500	575	1,925	2,500	575	1,925	2,500
Replacement Reserve Deposit							20,125	67,375	87,500	20,125	67,375	87,500	20,125	67,375	87,500
Operating Reserve Deposit							-	-	-	-	-	-	-	-	-
Other Required Reserve 1 Deposit							-	-	-	-	-	-	-	-	-
Other Required Reserve 2 Deposit							-	-	-	-	-	-	-	-	-
Required Reserve Deposit/s, Commercial						from Commercial Op. Budget Worksheet; Commercial to Residential allocation: 100%	-	-	-	-	-	-	-	-	-
Sub-total Reserves/Ground Lease Base Rent/Bond Fees							24,150	80,850	105,000	24,150	80,850	105,000	24,150	80,850	105,000
TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees)							854,647	3,195,796	4,050,443	883,674	3,304,686	4,188,360	913,716	3,417,383	4,331,100
PUPA (w/ Reserves/GL Base Rent/Bond Fees)															
NET OPERATING INCOME (INCOME minus OP EXPENSES)							36,851	126,281	163,132	36,851	122,643	159,494	36,851	118,718	155,568
DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loans)															
Hard Debt - First Lender						Enter comments re: annual increase, etc.	-	-	-	-	-	-	-	-	-
Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Lender)						Enter comments re: annual increase, etc.	36,851	123,370	160,221	36,851	123,370	160,221	36,851	123,370	160,221
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)						Enter comments re: annual increase, etc.	-	-	-	-	-	-	-	-	-
Hard Debt - Fourth Lender						Enter comments re: annual increase, etc.	-	-	-	-	-	-	-	-	-
Commercial Hard Debt Service						from Commercial Op. Budget Worksheet; Commercial to Residential allocation: 100%	-	-	-	-	-	-	-	-	-
TOTAL HARD DEBT SERVICE							36,851	123,370	160,221	36,851	123,370	160,221	36,851	123,370	160,221
CASH FLOW (NOI minus DEBT SERVICE)							-	2,911	2,911	-	(727)	(727)	-	(4,653)	(4,653)
Commercial Only Cash Flow							-	-	-	-	-	-	-	-	-
Allocation of Commercial Surplus to LOSP/non-LOSP (residual income)							-	-	-	-	-	-	-	-	-
AVAILABLE CASH FLOW							-	2,911	2,911	-	(727)	(727)	-	(4,653)	(4,653)
USES OF CASH FLOW BELOW (This row also shows DSCR.)															
USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL															
"Below-the-line" Asset Mgt fee (uncommon in new projects, see policy)				3.0%	3.0%	per MOHCD policy	-	-	-	-	-	-	-	-	-
Partnership Management Fee (see policy for limits)				3.0%	3.0%	per MOHCD policy	-	-	-	-	-	-	-	-	-
Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits)						per MOHCD policy no annual increase	-	-	-	-	-	-	-	-	-
Other Payments							-	-	-	-	-	-	-	-	-
Non-amortizing Loan Pmnt - Lender 1						Enter comments re: annual increase, etc.	-	-	-	-	-	-	-	-	-
Non-amortizing Loan Pmnt - Lender 2						Enter comments re: annual increase, etc.	-	-	-	-	-	-	-	-	-
Deferred Developer Fee (Enter amt <= Max Fee from row 131)						Enter comments re: annual increase, etc.	-	-	-	-	-	-	-	-	-
TOTAL PAYMENTS PRECEDING MOHCD							-	-							

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Total # Units:		LOSP Units		Non-LOSP Units		Year 16 2045			Year 17 2046			Year 18 2047			
		175	40	135	77.00%										
		% annual inc LOSP	% annual increase	Comments (related to annual inc assumptions)	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total		
INCOME															
Residential - Tenant Rents				1.0%	2.5%		139,316	2,077,311	2,216,628	140,709	2,129,244	2,269,954	142,117	2,182,475	2,324,592
Residential - Tenant Assistance Payments (Non-LOSP)				n/a	4.0%	SOS									
Residential - LOSP Tenant Assistance Payments				n/a	n/a	from Commercial Op. Budget Worksheet; Commercial to Residential allocation: 100%	846,247	1,752,440	1,752,440	877,027	1,822,538	1,822,538	908,916	1,895,440	1,895,440
Commercial Space				n/a	2.5%										
Residential Parking				2.5%	2.5%		-	-	-	-	-	-	-	-	
Miscellaneous Rent Income				2.5%	2.5%		-	-	-	-	-	-	-	-	
Supportive Services Income				2.5%	2.5%		-	-	-	-	-	-	-	-	
Interest Income - Project Operations				2.5%	2.5%		-	-	-	-	-	-	-	-	
Laundry and Vending				2.5%	2.5%		3,062	10,251	13,313	3,138	10,507	13,646	3,217	10,770	13,987
Tenant Charges				2.5%	2.5%		-	-	-	-	-	-	-	-	
Miscellaneous Residential Income				2.5%	2.5%		-	-	-	-	-	-	-	-	
Other Commercial Income				n/a	2.5%	from Commercial Op. Budget Worksheet; Commercial to Residential allocation: 100%									
Withdrawal from Capitalized Reserve (deposit to operating account)				n/a	n/a	Link from Reserve Section below, as applicable									
Gross Potential Income							988,626	3,840,003	4,828,628	1,020,875	3,962,289	4,983,164	1,054,250	4,088,685	5,142,935
Vacancy Loss - Residential - Tenant Rents				n/a	n/a	Enter formulas manually per relevant MOH policy; annual incrementing usually not appropriate	(6,966)	(103,866)	(110,831)	(7,035)	(106,462)	(113,496)	(7,106)	(109,124)	(116,230)
Vacancy Loss - Residential - Tenant Assistance Payments				n/a	n/a		-	(87,622)	(87,622)	-	(91,127)	(91,127)	-	(94,772)	(94,772)
Vacancy Loss - Commercial				n/a	n/a		-	-	-	-	-	-	-	-	
EFFECTIVE GROSS INCOME							981,660	3,648,515	4,630,175	1,013,839	3,764,700	4,778,540	1,047,144	3,884,789	4,931,933
OPERATING EXPENSES															
Management															
Management Fee				3.5%	3.5%	1st Year to be set according to HUD schedule.	55,025	184,215	239,240	56,951	190,662	247,613	58,944	197,335	256,280
Asset Management Fee				3.0%	3.0%	per MOHCD policy	8,700	29,127	37,827	8,961	30,001	38,962	9,230	30,901	40,131
Sub-total Management Expenses							63,725	213,342	277,067	65,912	220,663	286,575	68,174	228,236	296,411
Salaries/Benefits															
Office Salaries				3.5%	3.5%		78,402	262,475	340,877	81,146	271,662	352,807	83,986	281,170	365,155
Manager's Salary				3.5%	3.5%		29,655	99,280	128,935	30,693	102,755	133,448	31,767	106,251	138,119
Health Insurance and Other Benefits				3.5%	3.5%		59,058	197,717	256,776	81,125	204,637	265,763	63,265	211,800	275,065
Other Salaries/Benefits				3.5%	3.5%		118,332	396,156	514,488	122,474	410,021	532,495	126,760	424,372	551,132
Administrative Rent-Free Unit				3.5%	3.5%		4,989	16,703	21,692	5,164	17,288	22,452	5,345	17,893	23,237
Sub-total Salaries/Benefits							290,436	972,331	1,262,767	300,602	1,006,362	1,306,964	311,123	1,041,585	1,352,708
Administration															
Advertising and Marketing				3.5%	3.5%		1,049	3,513	4,562	1,086	3,636	4,722	1,124	3,763	4,887
Office Expenses				3.5%	3.5%		14,584	48,826	63,410	15,095	50,535	65,630	15,623	52,304	67,927
Office Rent				3.5%	3.5%		-	-	-	-	-	-	-	-	-
Legal Expense - Property				3.5%	3.5%		1,663	5,569	7,232	1,722	5,764	7,486	1,782	5,966	7,748
Audit Expense				3.5%	3.5%		9,331	31,239	40,570	9,658	32,332	41,990	9,996	33,464	43,460
Bookkeeping/Accounting Services				3.5%	3.5%		7,687	25,736	33,423	7,956	26,637	34,593	8,235	27,569	35,804
Bad Debts				3.5%	3.5%		1,486	4,974	6,460	1,538	5,148	6,686	1,592	5,329	6,920
Miscellaneous				3.5%	3.5%		7,680	25,711	33,391	7,949	26,611	34,560	8,227	27,543	35,770
Sub-total Administration Expenses							43,481	145,568	189,050	45,003	150,663	195,666	46,578	155,936	202,515
Utilities															
Electricity				3.5%	3.5%		51,634	172,861	224,495	53,441	178,911	232,352	55,311	185,173	240,485
Water				3.5%	3.5%		36,156	121,042	157,198	37,421	125,279	162,700	38,731	129,664	168,394
Gas				3.5%	3.5%		-	-	-	-	-	-	-	-	-
Sewer				3.5%	3.5%		51,412	172,117	223,528	53,211	178,141	231,352	55,073	184,376	239,449
Sub-total Utilities							139,201	466,021	605,221	144,073	482,331	626,404	149,116	499,213	648,328
Taxes and Licenses															
Real Estate Taxes				3.5%	3.5%		3,853	12,900	16,753	3,988	13,352	17,340	4,128	13,819	17,947
Payroll Taxes				3.5%	3.5%		21,044	70,452	91,496	21,781	72,918	94,698	22,543	75,470	98,013
Miscellaneous Taxes, Licenses and Permits				3.5%	3.5%		4,851	16,241	21,093	5,021	16,810	21,831	5,197	17,398	22,595
Sub-total Taxes and Licenses							29,749	99,593	129,342	30,790	103,079	133,869	31,867	106,687	138,554
Insurance															
Property and Liability Insurance				3.5%	3.5%		82,850	277,368	360,218	85,750	287,076	372,826	88,751	297,124	385,875
Fidelity Bond Insurance				3.5%	3.5%		-	-	-	-	-	-	-	-	-
Worker's Compensation				3.5%	3.5%		8,913	29,838	38,751	9,225	30,882	40,107	9,547	31,963	41,511
Director's & Officers' Liability Insurance				3.5%	3.5%		-	-	-	-	-	-	-	-	-
Sub-total Insurance							91,763	307,206	398,969	94,975	317,959	412,933	98,299	329,087	427,386
Maintenance & Repair															
Payroll				3.5%	3.5%		73,827	247,159	320,985	76,411	255,809	332,220	79,085	264,762	343,847
Supplies				3.5%	3.5%		-	-	-	-	-	-	-	-	-
Contracts				3.5%	3.5%		157,539	527,414	684,953	163,053	545,873	708,926	168,760	564,979	733,739
Garbage and Trash Removal				3.5%	3.5%		26,271	87,950	114,220	27,190	91,028	118,218	28,142	94,214	122,356
Security Payroll/Contract				3.5%	3.5%		4,667	15,623	20,290	4,830	16,170	21,000	4,999	16,736	21,735
HVAC Repairs and Maintenance				3.5%	3.5%		-	-	-	-	-	-	-	-	-
Vehicle and Maintenance Equipment Operation and Repairs				3.5%	3.5%		-	-	-	-	-	-	-	-	-
Miscellaneous Operating and Maintenance Expenses				3.5%	3.5%		-	-	-	-	-	-	-	-	-
Sub-total Maintenance & Repair Expenses							262,303	878,145	1,140,448	271,484	908,880	1,180,364	280,986	940,691	1,221,677
Supportive Services				3.5%	3.5%	from Commercial Op. Budget Worksheet; Commercial to Residential allocation: 100%	-	370,964	370,964	-	383,948	383,948	-	397,386	397,386
Commercial Expenses															
TOTAL OPERATING EXPENSES							920,659	3,453,171	4,373,830	952,839	3,573,886	4,526,724	986,143	3,698,822	4,684,965
PUPA (w/o Reserves/GL Base Rent/Bond Fees)															
Reserves/Ground Lease Base Rent/Bond Fees															
Ground Lease Base Rent							3,450	11,550	15,000	3,450	11,550	15,000	3,450	11,550	15,000
Bond Monitoring Fee							575	1,925	2,500	575	1,925	2,500	575	1,925	2,500
Replacement Reserve Deposit							20,125	67,375	87,500	20,125	67,375	87,500	20,125	67,375	87,500
Operating Reserve Deposit							-	-	-	-	-	-	-	-	-
Other Required Reserve 1 Deposit							-	-	-	-	-	-	-	-	-
Other Required Reserve 2 Deposit							-	-	-	-	-	-	-	-	-
Required Reserve Deposit/s, Commercial						from Commercial Op. Budget Worksheet; Commercial to Residential allocation: 100%	-	-	-	-	-	-	-	-	-
Sub-total Reserves/Ground Lease Base Rent/Bond Fees							24,150	80,850	105,000	24,150	80,850	105,000	24,150	80,850	105,000
TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees)							944,809	3,534,021	4,478,830	976,989	3,654,736	4,631,724	1,010,293	3,779,672	4,789,965
PUPA (w/ Reserves/GL Base Rent/Bond Fees)															
NET OPERATING INCOME (INCOME minus OP EXPENSES)							36,851	114,495	151,345	36,851	109,964	146,815	36,851	105,117	141,968
DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loans)															
Hard Debt - First Lender						Enter comments re: annual increase, etc.	-	-	-	-	-	-	-	-	-
Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Lender)						Enter comments re: annual increase, etc.	36,851	123,370	160,221	36,851	123,370	160,221	36,851	123,370	160,221
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)						Enter comments re: annual increase, etc.	-	-	-	-	-	-	-	-	-
Hard Debt - Fourth Lender						Enter comments re: annual increase, etc.	-	-	-	-	-	-	-	-	-
Commercial Hard Debt Service						from Commercial Op. Budget Worksheet; Commercial to Residential allocation: 100%	-	-	-	-	-	-	-	-	-
TOTAL HARD DEBT SERVICE							36,851	123,370	160,221	36,851	123,370	160,221	36,851	123,370	160,221
CASH FLOW (NOI minus DEBT SERVICE)							-	(8,876)	(8,876)	0	(13,406)	(13,406)	0	(18,253)	(18,253)
Commercial Only Cash Flow															
Allocation of Commercial Surplus to LOPS/non-LOSP (residual income)															
AVAILABLE CASH FLOW							-	(8,876)	(8,876)	0	(13,406)	(13,406)	0	(18,253)	(18,253)
USES OF CASH FLOW BELOW (This row also shows DSCR.)															
USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL						DSCR:		0.945			0.916			0.886	
"Below-the-line" Asset Mgt fee (uncommon in new projects, see policy)				3.0%	3.0%	per MOHCD policy	-	-	-	-	-	-	-	-	-
Partnership Management Fee (see policy for limits)				3.0%	3.0%	per MOHCD policy	-	-	-	-	-	-	-	-	-
Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits)						per MOHCD policy no annual increase	-	-	-	-	-	-	-	-	-
Other Payments															

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Total # Units:			LOSP Units		Non-LOSP Units		Year 19 2048			Year 20 2049		
175			40		135							
			23.00%		77.00%							
			% annual inc LOSP		% annual increase		Comments (related to annual inc assumptions)					
INCOME			LOSP		non-LOSP		Total			Total		
Residential - Tenant Rents			1.0%	2.5%			143,538	2,237,037	2,380,575	144,973	2,292,963	2,437,936
Residential - Tenant Assistance Payments (Non-LOSP)			n/a	4.0%	SOS		-	1,971,257	1,971,257	-	2,050,108	2,050,108
Residential - LOSP Tenant Assistance Payments			n/a	n/a			941,955		941,955	976,183		976,183
Commercial Space			n/a	2.5%	from Commercial Op. Budget Worksheet; Commercial to Residential allocation: 100%		-	-	-	-	-	-
Residential Parking			2.5%	2.5%			-	-	-	-	-	-
Miscellaneous Rent Income			2.5%	2.5%			-	-	-	-	-	-
Supportive Services Income			2.5%	2.5%			-	-	-	-	-	-
Interest Income - Project Operations			2.5%	2.5%			-	-	-	-	-	-
Laundry and Vending			2.5%	2.5%			3,297	11,039	14,336	3,380	11,315	14,695
Tenant Charges			2.5%	2.5%			-	-	-	-	-	-
Miscellaneous Residential Income			2.5%	2.5%			-	-	-	-	-	-
Other Commercial Income			n/a	2.5%	from Commercial Op. Budget Worksheet; Commercial to Residential allocation: 100%		-	-	-	-	-	-
Withdrawal from Capitalized Reserve (deposit to operating account)			n/a	n/a	Link from Reserve Section below, as applicable		-	-	-	-	-	-
Gross Potential Income			n/a	n/a			1,088,790	4,219,333	5,308,123	1,124,535	4,354,386	5,478,921
Vacancy Loss - Residential - Tenant Rents			n/a	n/a	Enter formulas manually per relevant MOH		(7,177)	(111,852)	(119,029)	(7,249)	(114,648)	(121,897)
Vacancy Loss - Residential - Tenant Assistance Payments			n/a	n/a	policy; annual incrementing usually not appropriate		-	(98,563)	(98,563)	-	(102,505)	(102,505)
Vacancy Loss - Commercial			n/a	n/a			-	-	-	-	-	-
EFFECTIVE GROSS INCOME							1,081,613	4,008,919	5,090,532	1,117,287	4,137,232	5,254,519
OPERATING EXPENSES												
Management												
Management Fee			3.5%	3.5%	1st Year to be set according to HUD schedule.		61,007	204,242	265,249	63,143	211,391	274,533
Asset Management Fee			3.0%	3.0%	per MOHCD policy		9,507	31,828	41,335	9,792	32,783	42,575
Sub-total Management Expenses							70,514	236,070	306,585	72,935	244,173	317,108
Salaries/Benefits												
Office Salaries			3.5%	3.5%			86,925	291,011	377,936	89,968	301,196	391,164
Manager's Salary			3.5%	3.5%			32,879	110,073	142,952	34,030	113,926	147,956
Health Insurance and Other Benefits			3.5%	3.5%			65,479	219,213	284,692	67,771	226,865	294,636
Other Salaries/Benefits			3.5%	3.5%			131,197	439,225	570,422	135,789	454,698	590,387
Administrative Rent-Free Unit			3.5%	3.5%			5,532	18,519	24,051	5,725	19,167	24,893
Sub-total Salaries/Benefits							322,012	1,078,041	1,400,053	333,283	1,115,772	1,449,055
Administration												
Advertising and Marketing			3.5%	3.5%			1,163	3,895	5,058	1,204	4,031	5,235
Office Expenses			3.5%	3.5%			16,170	54,134	70,304	16,736	56,029	72,765
Office Rent			3.5%	3.5%			-	-	-	-	-	-
Legal Expense - Property			3.5%	3.5%			1,844	6,174	8,019	1,909	6,391	8,299
Audit Expense			3.5%	3.5%			10,346	34,635	44,981	10,708	35,848	46,555
Bookkeeping/Accounting Services			3.5%	3.5%			8,523	28,534	37,057	8,821	29,533	38,354
Bad Debts			3.5%	3.5%			1,647	5,515	7,162	1,705	5,708	7,413
Miscellaneous			3.5%	3.5%			8,515	28,507	37,022	8,813	29,504	38,317
Sub-total Administration Expenses							48,209	161,394	209,603	49,896	167,043	216,939
Utilities												
Electricity			3.5%	3.5%			57,247	191,654	248,902	59,251	198,362	257,613
Water			3.5%	3.5%			40,086	134,202	174,288	41,489	138,899	180,388
Gas			3.5%	3.5%			-	-	-	-	-	-
Sewer			3.5%	3.5%			57,001	190,829	247,830	58,996	197,508	256,504
Sub-total Utilities							154,335	516,685	671,020	159,736	534,769	694,506
Taxes and Licenses												
Real Estate Taxes			3.5%	3.5%			4,272	14,303	18,575	4,422	14,803	19,225
Payroll Taxes			3.5%	3.5%			23,332	78,111	101,443	24,149	80,845	104,994
Miscellaneous Taxes, Licenses and Permits			3.5%	3.5%			5,379	18,007	23,386	5,567	18,637	24,204
Sub-total Taxes and Licenses							32,983	110,421	143,404	34,137	114,286	148,423
Insurance												
Property and Liability Insurance			3.5%	3.5%			91,858	307,523	399,381	95,073	318,286	413,359
Fidelity Bond Insurance			3.5%	3.5%			-	-	-	-	-	-
Worker's Compensation			3.5%	3.5%			9,882	33,082	42,964	10,228	34,240	44,467
Director's & Officers' Liability Insurance			3.5%	3.5%			-	-	-	-	-	-
Sub-total Insurance							101,739	340,605	442,344	105,300	352,526	457,826
Maintenance & Repair												
Payroll			3.5%	3.5%			81,853	274,029	355,882	84,718	283,620	368,338
Supplies			3.5%	3.5%			-	-	-	-	-	-
Contracts			3.5%	3.5%			174,667	584,753	759,420	180,780	605,219	785,999
Garbage and Trash Removal			3.5%	3.5%			29,127	97,511	126,638	30,146	100,924	131,070
Security Payroll/Contract			3.5%	3.5%			5,174	17,322	22,496	5,355	17,928	23,283
HVAC Repair and Maintenance			3.5%	3.5%			-	-	-	-	-	-
Vehicle and Maintenance Equipment Operation and Repairs			3.5%	3.5%			-	-	-	-	-	-
Miscellaneous Operating and Maintenance Expenses			3.5%	3.5%			-	-	-	-	-	-
Sub-total Maintenance & Repair Expenses							290,820	973,615	1,264,436	300,999	1,007,692	1,308,691
Supportive Services			3.5%	3.5%			-	411,295	411,295	-	425,690	425,690
Commercial Expenses					from Commercial Op. Budget Worksheet; Commercial to Residential allocation: 100%		-	-	-	-	-	-
TOTAL OPERATING EXPENSES							1,020,612	3,828,126	4,848,738	1,056,286	3,961,951	5,018,237
PUPA (w/o Reserves/GL Base Rent/Bond Fees)												
Reserves/Ground Lease Base Rent/Bond Fees												
Ground Lease Base Rent							3,450	11,550	15,000	3,450	11,550	15,000
Bond Monitoring Fee							575	1,925	2,500	575	1,925	2,500
Replacement Reserve Deposit							20,125	67,375	87,500	20,125	67,375	87,500
Operating Reserve Deposit							-	-	-	-	-	-
Other Required Reserve 1 Deposit							-	-	-	-	-	-
Other Required Reserve 2 Deposit							-	-	-	-	-	-
Other Payments							-	-	-	-	-	-
Required Reserve Deposit/s, Commercial							-	-	-	-	-	-
Sub-total Reserves/Ground Lease Base Rent/Bond Fees							24,150	80,850	105,000	24,150	80,850	105,000
TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees)							1,044,762	3,908,976	4,953,738	1,080,436	4,042,801	5,123,237
PUPA (w/ Reserves/GL Base Rent/Bond Fees)												
NET OPERATING INCOME (INCOME minus OP EXPENSES)							36,851	99,943	136,793	36,851	94,431	131,282
DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loans)												
Hard Debt - First Lender							Enter comments re: annual increase, etc.	-	-	-	-	-
Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Lender)							36,851	123,370	160,221	36,851	123,370	160,221
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)							Enter comments re: annual increase, etc.	-	-	-	-	-
Hard Debt - Fourth Lender							Enter comments re: annual increase, etc.	-	-	-	-	-
Commercial Hard Debt Service							from Commercial Op. Budget Worksheet; Commercial to Residential allocation: 100%	-	-	-	-	-
TOTAL HARD DEBT SERVICE							36,851	123,370	160,221	36,851	123,370	160,221
CASH FLOW (NOI minus DEBT SERVICE)							0	(23,428)	(23,428)	0	(28,939)	(28,939)
Commercial Only Cash Flow												
Allocation of Commercial Surplus to LOPS/non-LOSP (residual income)							-	-	-	-	-	-
AVAILABLE CASH FLOW							0	(23,428)	(23,428)	0	(28,939)	(28,939)
USES OF CASH FLOW BELOW (This row also shows DSCR).												
USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL							DSCR:		0.854			0.819
"Below-the-line" Asset Mgt fee (uncommon in new projects, see policy)							3.0%	3.0%	per MOHCD policy	-	-	-
Partnership Management Fee (see policy for limits)							3.0%	3.0%	per MOHCD policy	-	-	-
Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits)									per MOHCD policy no annual increase	-	-	-
Other Payments										-	-	-
Non-amortizing Loan Pmnt - Lender 1									Enter comments re: annual increase, etc.	-	-	-
Non-amortizing Loan Pmnt - Lender 2									Enter comments re: annual increase, etc.	-	-	-
Deferred Developer Fee (Enter amt <= Max Fee from row 131)										-	-	-
TOTAL PAYMENTS PRECEDING MOHCD										-	-	-
RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD)										0	(28,939)	(28,939)
Does Project have a MOHCD Residual Receipt Obligation?							Yes					
Will Project Defer Developer Fee?							No					
Residual Receipts split for all years. - Lender/Owner							67% / 33%					
MOHCD RESIDUAL RECEIPTS DEBT SERVICE												
MOHCD Residual Receipts Amount Due							100.00%					
Proposed MOHCD Residual Receipts Amount to Loan Repayment										-		
Proposed MOHCD Residual Receipts Amount to Residual Ground Lease										-		
NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE												
HCD Residual Receipts Amount Due							0.00%					
Lender 4 Residual Receipts Due										-		
Lender 5 Residual Receipts Due										-		
Total Non-MOHCD Residual Receipts Debt Service										-		
REMAINDER (Should be zero unless there are distributions below)										-		
Owner Distributions/Incentive Management Fee										-		
Other Distributions/Uses										-		
Final Balance (should be zero)										-		
REPLACEMENT RESERVE - RUNNING BALANCE												
Replacement Reserve Starting Balance										1,575,000		1,662,500
Replacement Reserve Deposits										87,500		87,500
Replacement Reserve Withdrawals (ideally tied to CNA)										-		-
Replacement Reserve Interest										-		-
RR Running Balance										1,662,500		1,750,000
OPERATING RESERVE - RUNNING BALANCE										\$9,500		\$10,000
Operating Reserve Starting Balance										-		-
Operating Reserve Deposits										-		-
Operating Reserve Withdrawals										-		-
Operating Reserve Interest										-		-
OR Running Balance										-		-
OTHER REQUIRED RESERVE 1 - RUNNING BALANCE										0.0%		0.0%
Other Reserve 1 Starting Balance										-		-
Other Reserve 1 Deposits										-		-
Other Reserve 1 Withdrawals										-		-
Other Reserve 1 Interest										-		-
Other Required Reserve 1 Running Balance										-		-
OTHER RESERVE 2 - RUNNING BALANCE												
Other Reserve 2 Starting Balance										-		-
Other Reserve 2 Deposits										-		-
Other Reserve 2 Withdrawals										-		-
Other Reserve 2 Interest										-		-
Other Required Reserve 2 Running Balance										-		-

Attachment 5

Amended and Restated Secured Promissory Note
(Predevelopment Loan)

See Attached.

**AMENDED AND RESTATED
SECURED PROMISSORY NOTE**

(2019 General Obligation Bond for Affordable Housing, Housing Trust Fund,
722 Montgomery Donation)
(Predevelopment Loan)

Principal Amount: \$4,988,945.00

San Francisco, CA

Date: August 20, 2024

FOR VALUE RECEIVED, the undersigned, **NEW ASIA HOUSING, L.P.**, a California limited partnership (“Maker”), hereby promises to pay to the order of the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation, or holder (as the case may be, “Holder”), the principal sum of Nine Million Nine Hundred Eight-Eight Thousand Nine Hundred Forty-Five and No/100 Dollars (\$4,988,945.00) (the “Funding Amount”), or so much of the Funding Amount as may be disbursed from time to time pursuant to the Agreement described in **Section 1** below, together with interest thereon, as provided in this Note.

1. Agreement. This Amended and Restated Secured Promissory Note (“Note”) amends, restates, and replaces in its entirety that certain Secured Promissory Note between Maker and Holder dated as of August 10, 2022 (“Original Note”). This Note is given under the terms of a Loan Agreement by and between Maker and Holder dated as of August 10, 2022, as amended by that certain First Amendment to Loan Agreement dated as of the date set forth above (collectively, the “Agreement”), which Agreement is incorporated herein by reference. Maker’s obligations under this Note and the Agreement are secured by the pledge of Work Product contained in the Agreement and, if Maker (or its affiliate) acquires Control of the Site, by that certain Deed Of Trust, Assignment Of Rents, Security Agreement And Fixture Filing to be recorded pursuant to the Agreement, made by Maker for the benefit of Holder. Definitions and rules of interpretation set forth in the Agreement apply to this Note. In the event of any inconsistency between the Agreement and this Note, this Note will control. Upon execution of this Note, the Original City Note will be cancelled and returned to Maker.

2. Interest. Interest will accrue on the principal balance outstanding under this Note from time to time at the rate of Three percent (3%) per annum, simple interest, from the date of disbursement of funds by Holder through the date of full payment of all amounts owing under the City Documents, provided, however, that prior to the date Maker acquires Control of the Site, the Director of MOHCD will have the right, in his or her reasonable discretion, to reduce the interest rate to as low as zero percent (0%) upon receipt of adequate documentation supporting the need for such reduction in order to make the Project financially feasible. Interest will be calculated on the basis of actual days elapsed and a 360-day year, which will result in higher interest charges than if a 365-day year were used. As of September 13, 2024, the outstanding interest is \$30,601.91.

3. Default Interest Rate. Upon the occurrence of an Event of Default under any City Document, interest will be deemed to have accrued on the outstanding principal balance of the Loan at a compounded annual rate equal to the lesser of: (a) ten percent (10%); or (b) the maximum lawful rate of interest, commencing on the date of the Event of Default through the earlier of: (x) the date on which the Event of Default is cured; or (y) the date on which all amounts due under the City Documents are paid to Holder. Maker acknowledges and agrees that the default interest that must be paid in the event of an Event of Default pursuant to this Section represents a reasonable sum considering all the circumstances existing on the date of this Note

and represents a fair and reasonable estimate of the costs that will be sustained by Holder if Maker defaults. Maker further agrees that proof of actual damages would be costly and inconvenient and that default interest will be paid without prejudice to Holder's right to collect any other amounts to be paid or to exercise any of its other rights or remedies under any City Document.

4. Repayment of Funding Amount.

4.1 Subject to Section 13.4 of the Agreement, Maker must make annual payments of principal and interest (each, a "Payment") in an amount equal to the Residual Receipts, if any, attributable to the prior calendar year, beginning on the first June 30th after the end of the calendar year of the Completion Date, and continuing each June 30th thereafter up to and including the Maturity Date, as defined below (each, a "Payment Date"). All Payments will be applied to the following in the following order: (a) costs and fees incurred and unpaid; (b) accrued and unpaid interest; and (c) reduction of the principal balance of the Loan. The unpaid principal balance of the Loan, together with all accrued and unpaid interest and unpaid costs and fees incurred, will be due and payable on the date that is the later of (a) the Fifty Seventh (57th) anniversary of the date the Deed of Trust is recorded in the Recorder's Office of San Francisco County or (b) the Fifty-Fifth (55th) anniversary of the Conversion Date (the "Maturity Date"), provided however that if Maker fails to acquire Control of the Site on or before June 1, 2029 (the "Outside Acquisition Date"), the Maturity Date shall be the Outside Acquisition Date. The City may agree to extend the Outside Acquisition Date in its sole and absolute discretion. Notwithstanding the foregoing, if Maker's failure to acquire Control of the Site by the Outside Acquisition Date is not caused by Maker's acts or omissions, whether direct or indirect, and if Maker has acted in good faith and no event has occurred and is continuing that constitutes an Event of Default or, with the passage of time would become an Event of Default under any of the City Documents, then in such an event, Maker will deliver to City all of the Work Product, the Note will be deemed satisfied in full and Maker will be deemed to be released from all obligation or liability with respect to this Agreement and the Loan. Any Payment Date, including any Excess Proceeds Payment Date and the Maturity Date, that falls on a weekend or holiday will be deemed to fall on the next succeeding business day.

4.2 Subject to Section 13.4 of the Agreement, Maker must make payments of principal and interest (each, an "Excess Proceeds Payment") in an amount equal to the Excess Proceeds, if any, on the date that is thirty (30) days after the later of the date on which Maker receives its Form 8609 from the California Tax Credit Allocation Committee or the date on which Maker receives Excess Proceeds from its limited partner or other financing sources (the "Excess Proceeds Payment Date"). All Excess Proceeds Payments will be applied to the following in the following order: (a) costs and fees incurred and unpaid; (b) accrued and unpaid interest; and (c) reduction of the principal balance of the Loan.

5. Security. Maker's obligations under this Note are secured by the pledge of Work Product and, if Maker (or its affiliate) acquires Control of the Site, by the Deed of Trust.

6. Terms of Payment.

6.1 All Payments must be made in currency of the United States of America then lawful for payment of public and private debts.

6.2 All Payments must be made payable to Holder and mailed or delivered in person to Holder's office at One South Van Ness Avenue, 5th Floor, San Francisco, CA 94103, or to any other place Holder from time to time designates.

6.3 In no event will Maker be obligated under the terms of this Note to pay interest exceeding the lawful rate. Accordingly, if the payment of any sum by Maker pursuant to the terms of this Note would result in the payment of interest exceeding the amount that Holder may charge legally under applicable state and/or federal law, the amount by which the payment exceeds the amount payable at the lawful interest rate will be deducted automatically from the principal balance owing under this Note.

6.4 Maker waives the right to designate how Payments will be applied pursuant to California Civil Code Sections 1479 and 2822. Holder will have the right in its sole discretion to determine the order and method of application of Payments to obligations under this Note.

6.5 Except as otherwise set forth herein or in the Agreement, no prepayment of this Note shall be permitted without Holder's prior written consent.

7. Default.

7.1 Any of the following will constitute an Event of Default under this Note:

(a) Maker fails to make any Payment required under this Note within ten (10) days of the date it is due; or

(b) the occurrence of any other Event of Default under the Agreement or other instrument securing the obligations of Maker under this Note or under any other agreement between Maker and Holder with respect to the Project.

7.2 Upon the occurrence of any Event of Default, without notice to or demand upon Maker, which are expressly waived by Maker (except for notices or demands otherwise required by applicable laws to the extent not effectively waived by Maker and any notices or demands specified in the City Documents), Holder may exercise all rights and remedies available under this Note, the Agreement or otherwise available to Holder at law or in equity. Maker acknowledges and agrees that Holder's remedies include the right to accelerate the Maturity Date by declaring the outstanding principal balance of the Loan, together with all accrued and unpaid interest and unpaid fees and costs incurred, due and payable immediately, in which case, the Maturity Date will be superseded and replaced by the date established by Holder.

7.3 Subject to this Section, Holder will not seek or obtain judgment against Maker for the payment of any amounts due under this Note following a judicial or nonjudicial foreclosure of the Deed of Trust, and Holder's sole recourse against Maker for any default under this Note will be limited to the collateral for the Loan, *provided, however*, that this Section will be deemed void and of no effect if Maker challenges Holder's right to foreclose following an Event of Default in any legal proceeding on the grounds that the City Documents are not valid and enforceable under California law. This provision does not limit in any way Holder's right to recover sums arising under any obligation of Maker to indemnify Holder of sums incurred by Holder as a result of Maker's fraud, willful misrepresentation, misapplication of funds (including Loan Funds and Rents (as defined in the Deed of Trust)), waste or negligent or intentional damage to the collateral for the Loan.

8. Waivers.

8.1 Maker expressly agrees that the term of this Note or the date of any payment due hereunder may be extended from time to time with Holder's consent, and that Holder may accept further security or release any security for this Note, all without in any way affecting the liability of Maker.

8.2 No extension of time for any Payment made by agreement by Holder with any person now or hereafter liable for the payment of this Note will operate to release, discharge,

modify, change or affect the original liability of Maker under this Note, either in whole or in part.

8.3 The obligations of Maker under this Note are absolute, and Maker waives any and all rights to offset, deduct or withhold any Payments or charges due under this Note for any reason whatsoever.

9. Miscellaneous Provisions.

9.1 All notices to Holder or Maker must be given in the manner and at the addresses set forth in the Agreement, or to the addresses Holder and/or Maker hereafter designate in accordance with the Agreement.

9.2 In the event of any legal proceedings arising from the enforcement of or a default under this Note or in any bankruptcy proceeding of Maker, the non-prevailing party promises to pay all reasonable costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the proceeding, as provided in the Agreement.

9.3 This Note may be amended only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

9.4 This Note is governed by and must be construed in accordance with the laws of the State of California, without regard to the choice of law rules of the State.

9.5 Time is of the essence in the performance of any obligations hereunder.

Remainder of Page Intentionally Left Blank; Signatures Appear On Following Page

“MAKER”

NEW ASIA HOUSING, L.P.,
A California limited partnership

By: New Asia Housing LLC.
a California limited liability
corporation

Its: General Partner

By: Chinatown Community Development
Center, a California nonprofit public
benefit corporation
Its: Sole Member/Manager

By: _____
Malcolm Yeung
Executive Director

Attachment 6

Secured Promissory Note
(Acquisition Loan)

See Attached.

SECURED PROMISSORY NOTE
(CDBG Program and Housing Trust Funds)
(758 Pacific Avenue Acquisition Loan)

Principal Amount: \$ 2,178,786.00

San Francisco, CA

Date: August 20, 2024

FOR VALUE RECEIVED, the undersigned, **NEW ASIA HOUSING, L.P.**, a California limited partnership ("Maker"), hereby promises to pay to the order of the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation, or holder (as the case may be, "Holder"), the principal sum of Two Million One Hundred Seventy-Eight Thousand Seven Hundred Eighty-Six and No/100 Dollars (\$2,178,786.00) (the "Funding Amount"), or so much of the Funding Amount as may be disbursed from time to time pursuant to the Agreement described in **Section 1** below, as provided in this Note.

1. Agreement. This Secured Promissory Note ("Note") is given under the terms of a Loan Agreement by and between Maker and Holder dated as of August 10, 2022, as amended by that certain First Amendment to Loan Agreement dated as of the date set forth above (collectively, the "Agreement"), which Agreement is incorporated herein by reference. Maker's obligations under this Note and the Agreement are secured by that certain Deed Of Trust, Assignment Of Rents, Security Agreement And Fixture Filing dated as of the date of this Note, made by Maker for the benefit of Holder. Definitions and rules of interpretation set forth in the Agreement apply to this Note. In the event of any inconsistency between the Agreement and this Note, this Note will control.

2. Interest. Except as provided in **Section 3**, no interest will accrue on the Funding Amount.

3. Default Interest Rate. Upon the occurrence of an Event of Default under any City Document, interest will be deemed to have accrued on the outstanding principal balance of the Loan at a compounded annual rate equal to the lesser of: (a) ten percent (10%); or (b) the maximum lawful rate of interest, commencing on the date of the Event of Default through the earlier of: (x) the date on which the Event of Default is cured; or (y) the date on which all amounts due under the City Documents are paid to Holder. Maker acknowledges and agrees that the default interest that must be paid in the event of an Event of Default pursuant to this Section represents a reasonable sum considering all the circumstances existing on the date of this Note and represents a fair and reasonable estimate of the costs that will be sustained by Holder if Maker defaults. Maker further agrees that proof of actual damages would be costly and inconvenient and that default interest will be paid without prejudice to Holder's right to collect any other amounts to be paid or to exercise any of its other rights or remedies under any City Document.

4. Repayment of Funding Amount. The entire principal balance of the Acquisition Amount, together with other unpaid fees and costs incurred (all together, the "Payment"), will be due and payable no later than June 1, 2029 ("Maturity Date"), except as provided in Section 3.1(a) of the Agreement. If the Maturity Date falls on a weekend or holiday, it will be deemed to fall on the next succeeding business day.

5. Security. Maker's obligations under this Note are secured by the Deed of Trust.

6. Terms of Payment.

6.1 All Payments must be made in currency of the United States of America then lawful for payment of public and private debts.

6.2 All Payments must be made payable to Holder and mailed or delivered in person to Holder's office at One South Van Ness Avenue, 5th Floor, San Francisco, CA 94103, or to any other place Holder from time to time designates.

6.3 In no event will Maker be obligated under the terms of this Note to pay interest exceeding the lawful rate. Accordingly, if the payment of any sum by Maker pursuant to the terms of this Note would result in the payment of interest exceeding the amount that Holder may charge legally under applicable state and/or federal law, the amount by which the payment exceeds the amount payable at the lawful interest rate will be deducted automatically from the principal balance owing under this Note.

6.4 Maker waives the right to designate how Payments will be applied pursuant to California Civil Code Sections 1479 and 2822. Holder will have the right in its sole discretion to determine the order and method of application of Payments to obligations under this Note.

6.5 Except as otherwise set forth herein or in the Agreement, no prepayment of this Note will be permitted without Holder's prior written consent.

7. Default.

7.1 Any of the following will constitute an Event of Default under this Note:

(a) Maker fails to make any Payment required under this Note within ten (10) days of the date it is due; or

(b) the occurrence of any other Event of Default under the Agreement or other instrument securing the obligations of Maker under this Note or under any other agreement between Maker and Holder with respect to the Project.

7.2 Upon the occurrence of any Event of Default, without notice to or demand upon Maker, which are expressly waived by Maker (except for notices or demands otherwise required by applicable laws to the extent not effectively waived by Maker and any notices or demands specified in the City Documents), Holder may exercise all rights and remedies available under this Note, the Agreement or otherwise available to Holder at law or in equity. Maker acknowledges and agrees that Holder's remedies include the right to accelerate the Maturity Date by declaring the outstanding principal balance of the Loan, together with all accrued and unpaid interest and unpaid fees and costs incurred, due and payable immediately, in which case, the Maturity Date will be superseded and replaced by the date established by Holder.

8. Waivers.

8.1 Maker expressly agrees that the term of this Note or the date of any payment due hereunder may be extended from time to time with Holder's consent, and that Holder may accept further security or release any security for this Note, all without in any way affecting the liability of Maker.

8.2 No extension of time for any Payment made by agreement by Holder with any person now or hereafter liable for the payment of this Note will operate to release, discharge, modify, change or affect the original liability of Maker under this Note, either in whole or in part.

8.3 The obligations of Maker under this Note are absolute, and Maker waives any and all rights to offset, deduct or withhold any Payments or charges due under this Note for any reason whatsoever.

9. Miscellaneous Provisions.

9.1 All notices to Holder or Maker must be given in the manner and at the addresses set forth in the Agreement, or to the addresses Holder and/or Maker hereafter designate in accordance with the Agreement.

9.2 In the event of any legal proceedings arising from the enforcement of or a default under this Note or in any bankruptcy proceeding of Maker, the non-prevailing party promises to pay all reasonable costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the proceeding, as provided in the Agreement.

9.3 This Note may be amended only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

9.4 This Note is governed by and must be construed in accordance with the laws of the State of California, without regard to the choice of law rules of the State.

9.5 Time is of the essence in the performance of any obligations hereunder.

[signature follows]

"MAKER"

NEW ASIA HOUSING, L.P.,
A California limited partnership

By: New Asia Housing LLC.
a California limited liability
corporation

Its: General Partner

By: Chinatown Community Development
Center, a California nonprofit public
benefit corporation

Its: Sole Member/Manager

By: _____
Malcolm Yeung
Executive Director

Attachment 7

Deed of Trust
(Acquisition Loan)

See Attached.

Free Recording Requested Pursuant to
Government Code Section 27383 and 27388.1

When recorded, mail to:
Mayor's Office of Housing and Community Development
of the City and County of San Francisco
1 South Van Ness Avenue, 5th Floor
San Francisco, California 94103
Attn: Agnes DeFiesta
Block: 0161 Lot: 014

-----Space Above This Line for Recorder's Use-----

**DEED OF TRUST, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**
(Property Address: 758 Pacific Avenue, San Francisco, CA 94133)

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("Deed of Trust") is made as of _____, 2024, by **NEW ASIA HOUSING, L.P.**, a California limited partnership ("Trustor"), whose address is 615 Grant Avenue, San Francisco, California 94108, to **OLD REPUBLIC TITLE COMPANY**, a California Corporation ("Trustee"), whose address is 275 Battery Street, Suite 1500, San Francisco, California, 94111, for the benefit of the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation, represented by the Mayor, acting through the Mayor's Office of Housing and Community Development ("Beneficiary"). This Deed of Trust is executed pursuant to a Loan Agreement by and between Trustor and Beneficiary dated as of August 10, 2022, as amended by that certain First Amendment to Loan Agreement dated on or about the date hereof, as it may be further amended from time to time (collectively, the "Agreement"), the provisions of which are incorporated herein by reference. Definitions and rules of interpretation set forth in the Agreement apply to this Deed of Trust.

1. Grant in Trust. For valuable consideration, Trustor hereby grants, transfers and assigns to Trustee, in trust, with power of sale, for the benefit of Beneficiary, all right, title and interest Trustor now has or may have in the future in the following (all or any part of the following, or any interest in all or any part of it, as the context requires, the "Property"):

(a) that real property situated in the City and County of San Francisco, State of California, described in **Exhibit A** attached hereto and incorporated herein by reference (the "Land"), on which Trustor intends to construct up to 175 units of multifamily rental housing development, subject to the San Francisco Planning Department's and MOHCD's feasibility determination, affordable to low-income senior households, including a commercial shell of a banquet hall and/or other compatible uses (the "Commercial Space") which will collectively be known as 772 + 758 Pacific (the "Project"); and

(b) all buildings, structures and other improvements now or in the future located or to be constructed on the Land (the "Improvements"); and

(c) all existing and future leases, subleases, tenancies, subtenancies, licenses, occupancy agreements and concessions, and any guarantees thereof ("Leases") relating to the use and enjoyment of all or any part of the Land and Improvements, and any and all guaranties and other agreements relating to or made in connection with any of the Leases; and

(d) except for personal property and removable fixtures installed by tenants or subtenants, all goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Land and Improvements, whether stored on the Land or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment, all of which will be considered to the fullest extent of the law to be real property for purposes of this Deed of Trust; and

(e) all building materials, equipment, work in process or other personal property of any kind, whether stored on the Land or elsewhere, that have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Land or Improvements; and

(f) all Loan funds, whether disbursed or not, and all funds now or in the future on deposit in the Replacement Reserve Account, the Operating Reserve Account and any other account required or authorized for the Project; and

(g) all proceeds, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Land, Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements; and

(h) all books and records pertaining to any and all of the property described above, including records relating to tenants under any Leases, the qualifications of any tenants and any certificates, vouchers and other documents in any way related thereto and records relating to the application and allocation of any federal, state or local tax credits or benefits; and

(i) all rents, revenues, issues, royalties, proceeds, profits, income, reimbursements, royalties, receipts and similar items, including prepaid rent and security

deposits, in whatever form (including, but not limited to, cash, checks, money orders, credit card receipts or other instruments for the payment of money) paid or payable in connection with the Property ("Rents"), from the Land and the Improvements, subject to: (i) Trustor's right to collect and retain the same as they become due and payable; and (ii) Beneficiary's rights under **Section 3 below**; and

(j) all intangible personal property and rights relating to the Property or its operation or used in connection with it, including, without limitation, permits, licenses, plans, specifications, construction contracts, subcontracts, bids, soils reports, engineering reports, land planning maps, drawings, construction contracts, notes, drafts, documents, engineering and architectural drawings, deposits for utility services, installations, refunds due Trustor, trade names, trademarks, and service marks; and

(k) all proceeds of, interest accrued on, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

2. Obligations Secured. This Deed of Trust is given for the purpose of securing the following (collectively, the "Secured Obligations"):

(a) performance of all present and future obligations of Trustor set forth in the Agreement, specifically compliance with certain restrictions on the use of the Property recited in that certain Declaration of Restrictions executed by Trustor, dated as of the date hereof and being recorded concurrently with this Deed of Trust, as it may be amended from time to time, and the Acquisition Note dated on or about the date hereof, made by Trustor to the order of Beneficiary (as it may be amended from time to time, the "Note") and performance of each agreement incorporated by reference, contained therein, or entered into in connection with the Agreement;

(b) payment of the indebtedness evidenced by the Agreement and the Note in the original principal amount of Two Million One Hundred Seventy-Eight Thousand Seven Hundred Eighty-Six and No/100 Dollars (\$2,178,786.00) according to the terms of the Agreement and the Note; and

(c) payment of any additional sums Trustor may borrow or receive from Beneficiary, when evidenced by another note (or any other instrument) reciting that payment is secured by this Deed of Trust.

3. Assignment of Rents.

(a) Assignment as Additional Security. Trustor hereby irrevocably grants, transfers, and assigns to Beneficiary all of its right, title, and interest in and to the Rents as additional security for the Secured Obligations. Subject to the provisions of subsection 3(d) below, Beneficiary hereby confers upon Trustor a license ("License") to collect and retain the Rents as they become due and payable, so long as no Event of Default exists and is

continuing. If an Event of Default has occurred and is continuing, Beneficiary shall have the right, which it may choose to exercise in its sole discretion, to terminate this License without notice to or demand upon Trustor, and without regard to the adequacy of Beneficiary's security under this Deed of Trust.

(b) Collection and Application of Rents. Subject to the License granted to Trustor under subsection 3(a) above, Beneficiary has the right, power, and authority to collect any and all Rents. Subject to the License granted to Trustor under subsection 3(a) above, Trustor hereby appoints Beneficiary its attorney-in-fact to perform any and all of the following acts, if and at the times when Beneficiary in its sole discretion may so choose:

1. Demand, receive, and enforce payment of any and all Rents; or
2. Give receipts, releases, and satisfactions for any and all Rents; or
3. Sue either in the name of Trustor or in the name of Beneficiary for any and all Rents.

Beneficiary's right to the Rents does not depend on whether or not Beneficiary takes possession of the Property. In Beneficiary's sole discretion, it may choose to collect Rents either with or without taking possession of the Property. Beneficiary shall apply all Rents collected by it in the manner provided under this Deed of Trust. If an Event of Default occurs while Beneficiary is in possession of all or part of the Property and is collecting and applying Rents as permitted under this Deed of Trust, Beneficiary, Trustee and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this Deed of Trust and at law or in equity, including the right to exercise the power of sale granted hereunder.

(c) Beneficiary Not Responsible. Under no circumstances shall Beneficiary have any duty to produce Rents from the Property. Regardless of whether or not Beneficiary, in person or by agent, takes actual possession of the Real Property and Improvements, Beneficiary is not and shall not be deemed to be:

1. A "mortgagee in possession" for any purpose; or
2. Responsible for performing any of the obligations of the lessor under any lease; or
3. Responsible for any waste committed by lessees or any other parties, any dangerous or defective condition of the Property, or any negligence in the management, upkeep, repair, or control of the Property; or
4. Liable in any manner for the Property or the use, occupancy, enjoyment or operation of all or any part of it.

(d) Election by Beneficiary. Upon the occurrence and during the continuance of an Event of Default, Beneficiary, at its option, may exercise its rights under this Section or otherwise provided under applicable law (including, but not limited to, under Section 2938 of the California Civil Code).

4. Trustor's Covenants. To protect the security of this Deed of Trust, Trustor agrees as follows:

(a) to perform the Secured Obligations in accordance with their respective terms;

(b) to keep the Land and the Improvements in good condition and repair, normal wear and tear and acts of God excepted; not to remove or demolish any Improvements without Beneficiary's prior written consent; to complete or restore promptly and in good and workmanlike manner any Improvement constructed, damaged or destroyed on the Land; to pay when due all claims for labor performed and materials furnished therefor, subject to Trustor's right to contest any claim in good faith; to comply with all laws affecting the Project, subject to Trustor's right to contest any claim in good faith; not to commit or permit waste with respect to the Land or the Improvements; not to commit, suffer or permit any act upon the Land or the Improvements in violation of law, including Environmental Laws; and to do all other acts made reasonably necessary by the character or use of the Land and the Improvements;

(c) to provide, maintain and deliver to Beneficiary property and liability insurance as required under the Agreement and apply any insurance proceeds as provided below;

(d) to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and reasonable attorneys' fees and costs incurred in any such action or proceeding in which Beneficiary or Trustee may appear and in any suit brought by Beneficiary to foreclose this Deed of Trust following an Event of Default;

(e) to pay in accordance with the Agreement, but in each case prior to delinquency: (i) all taxes and assessments affecting the Property, including assessments on appurtenant water stock; and (ii) all encumbrances, charges and liens, with interest, on the Property or any part thereof that appear to be prior or superior hereto;

(f) should Trustor fail to make any payment or to do any act as herein provided, then, without: (i) obligation to do so; (ii) notice to or demand upon Trustor; or (iii) releasing Trustor from any obligation hereof, Beneficiary or Trustee may: (A) make or do the same in any manner and to the extent as it deems necessary to protect the security hereof; (B) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; (C) pay, purchase, contest or compromise any encumbrance, charge or lien that in its judgment appears to be prior or superior hereto; and (D) in exercising these powers, pay necessary expenses, employ counsel and pay reasonable attorneys' fees and costs, and Trustor consents to Beneficiary's and/or Trustee's entry upon the Land and Improvements for any purpose set forth in this Subsection, including Beneficiary's exercise of its rights under California Code of Civil Procedure Section 564(c); and

(g) to reimburse within five (5) days of demand all sums expended by Beneficiary or Trustee pursuant to this Deed of Trust, with interest at an annual rate of interest equal to the lesser of: (i) ten percent (10%); or (ii) the maximum lawful rate from date of expenditure to the date of payment.

5. Security Agreement and Fixture Filing.

(a) Grant of Security Interest. Without limiting any of the other provisions of this Deed of Trust, to secure the payment, performance and observance of the Secured Obligations, Trustor, as debtor (referred to in this Section 5 as "Debtor"), expressly grants to Beneficiary, as secured party (referred to in this Section 5 as "Secured Party"), a continuing security interest in all the Property (including now and hereafter existing) to the full extent that any portion of the Property may be subject to the Uniform Commercial Code. For purposes of this Section 5, "Collateral" means the personal property (tangible or intangible) and fixtures included in the Property.

(b) Debtor's Covenants, Representations, and Warranties.

(i) Debtor covenants and agrees with Secured Party that:

(1) In addition to any other remedies granted in this Deed of Trust to Secured Party or Trustee (including specifically, but not limited to, the right to proceed against the Property in accordance with the rights and remedies in respect of the Property that is real property under the Uniform Commercial Code), Secured Party may, if an Event of Defaults occurs and is continuing, proceed under the Uniform Commercial Code as to all or any part of the Collateral, and shall have and may exercise with respect to the Collateral all the rights, remedies, and powers of a secured party under the Uniform Commercial Code.

(2) Without limiting the foregoing, Secured Party shall have the right upon any public sale or sales, and, to the extent permitted by law, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in Debtor. Debtor further agrees to allow Secured Party to use or occupy the Property, without charge, for the purpose of effecting any of Secured Party's remedies in respect of the Collateral.

(3) To the extent permitted by applicable law, Debtor waives all claims, damages, and demands against Secured Party arising out of the repossession, retention, or sale of the Collateral, except for claims, damages, and demands due to the active gross negligence or willful misconduct of Secured Party in dealing with such Collateral. Trustor agrees that Secured Party need not give more than five (5) days' notice of the time and place of any public sale or of the time at which a private sale will take place and that such notice is reasonable notification of such matters. Secured Party may disclaim any warranties that might arise in connection with the sale, lease, license, or other disposition of the Collateral and have no obligation to provide any warranties at such time. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(4) To the extent permitted by law, Debtor hereby specifically waives all rights of redemption, stay, or appraisal which it has or may have under any law now existing or hereafter enacted.

(ii) Debtor hereby authorizes Secured Party to file financing and continuation statements with respect to the Collateral as Secured Party may reasonably require.

(iii) Debtor hereby represents and warrants that no financing statement is on file in any public office except as authorized by Secured Party. Debtor will at its own cost and expense, upon demand, furnish to Secured Party such further information and will execute and deliver to Secured Party financing statements and other documents in form reasonably satisfactory to Secured Party and will do all such acts that Secured Party may at any time or from time to time reasonably require to establish and maintain a perfected security interest in the Collateral as security for the Secured Obligations, subject only to liens or encumbrances approved by or benefiting Secured Party. Debtor will pay the actual expense of filing or recording such financing statements or other documents, and this instrument, as and where reasonably required by Secured Party.

(iv) To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover all rents, royalties, issues and profits, and all inventory accounts, accounts receivable and other revenues of the Property.

(c) Fixture Filing. Certain of the Collateral is or will become "fixtures" (as that term is defined in the Uniform Commercial Code). This Deed of Trust, upon being filed for record in the real estate records of San Francisco County, shall operate also as a financing statement and fixture filing upon such of the Collateral that is or may become fixtures under the Uniform Commercial Code. Debtor's name and type and jurisdiction of entity are set forth in the introductory paragraph hereof. Debtor's address is set forth above. Debtor's EIN Number is 87-3145040 Secured Party's name and mailing address are set above.

6. Insurance and Condemnation Proceeds.

(a) Trustor hereby assigns to Beneficiary any award of damages arising from the condemnation of all or any part of the Property for public use and any insurance proceeds arising from injury to all or any part of the Property or the Project.

(b) Any condemnation award or insurance proceeds must be paid to Beneficiary or, if Beneficiary has consented to subordinate the lien of this Deed of Trust to the lien of another lender for the Project, according to the provisions in the senior lender's loan documents.

(c) If a condemnation award or insurance proceeds are paid to Beneficiary, Beneficiary will release or authorize the release of funds to Trustor, provided that the funds

will be used for the reconstruction of the Project in accordance with: (i) projections demonstrating that reconstruction is economically feasible; and (ii) Trustor's construction budget, each of which must be satisfactory to Beneficiary in its reasonable discretion. In all other cases, Beneficiary may choose in its discretion to apply funds to Trustor's obligations under the Note and the Agreement or to any senior obligations, in accordance with the respective priorities of the approved lienholders as their interests may appear of record, with the remaining funds, if any, released to Trustor.

(d) Trustor agrees that Beneficiary's application or release of funds pursuant to this Section will not cure or waive any default or Notice of Default (as defined below) or invalidate any act by Beneficiary performed following a default pursuant to any City Document unless the default has been cured by the application or release of funds.

7. Further Agreements. Trustor further acknowledges and agrees as follows:

(a) Beneficiary does not waive its right either to require prompt payment when due of all other sums secured by this Deed of Trust or to declare Trustor in default for failure to pay timely by accepting payment of any sum secured hereby after its due date.

(b) Trustee may reconvey any part of the Property at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the Note for endorsement without affecting the liability of any entity or person for payment of the indebtedness secured hereby.

(c) Upon: (i) written request of Beneficiary stating that all obligations secured hereby have been paid or performed; (ii) Beneficiary's surrender of this Deed of Trust and the Note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose; and (iii) payment of its fees, if any, Trustee shall reconvey the Property then held hereunder without covenant or warranty.

(d) Any voluntary or involuntary conveyance, sale, encumbrance, pledge or other transfer of all or any interest in the Property or in Trustor, including a security interest, in violation of the Agreement will constitute an Event of Default (as defined below) giving Beneficiary the right to exercise its remedies at law or in equity.

(e) For the purposes of this Deed of Trust, Beneficiary from time to time may substitute a successor or successors to Trustee named herein or acting hereunder by instrument in writing executed by Beneficiary and duly acknowledged and recorded in the office of the recorder of San Francisco County, which instrument shall be conclusive proof of proper substitution of a successor trustee or trustees. Without conveyance from Trustee, any successor or substitute trustee will succeed to all title, estate, rights, powers, and duties of Trustee. The instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the recording information for this Deed of Trust and the name and address of the new Trustee.

(f) This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns, provided that this subsection does not constitute Beneficiary's consent to any transfer in violation of this Deed of Trust. The term Beneficiary shall mean the holder of the Note, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or the neuter, and the singular number includes the plural.

(g) Trustee accepts this Trust when this duly executed and acknowledged Deed of Trust is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

8. Beneficiary's Rights Following Default. Upon any default by Trustor in performance of the Secured Obligations following expiration of any applicable notice and cure periods ("Event of Default"):

(a) Trustor's license to collect and retain Rents will terminate automatically.

(b) Trustor consents to Beneficiary's entry upon and taking possession of the Property or any part thereof, at any time after the occurrence of an Event of Default without notice, either in person, by agent or by a receiver to be appointed by a court without regard to the adequacy of any security for the indebtedness hereby secured to sue for or otherwise collect and apply Rents, less costs and expenses of operation and collection, including those of the Property, in its own name or in the name of Trustor. Beneficiary's collection and application of Rents shall not cure or waive any Event of Default or Notice of Default or invalidate any act done pursuant to any notice.

(c) Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold the Property ("Notice of Default"), and:

i. Trustee shall cause the Notice of Default to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note and all documents evidencing expenditures secured hereby.

ii. After the lapse of time then required by law following the recordation of a Notice of Default, and notice of sale ("Notice of Sale") having been given as then required by law, Trustee without demand on Trustor may sell the Property at the time and place fixed in the Notice of Sale either as a whole or in separate parcels in any order at public auction to the highest bidder for cash in lawful money of the United States payable at

time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at the time and place of sale and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to any purchaser a trustee's deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the trustee's deed of any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary, may purchase at the sale.

iii. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: (A) all sums expended under the terms of this Deed of Trust not then repaid, with accrued interest at the highest rate allowed by law in effect at the date hereof; (B) all other sums then secured hereby; and (C) the remainder, if any, to the person or persons legally entitled thereto.

9. Notice of Default to Trustor. The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to it at its address set forth above or any succeeding address given by notice in accordance with the Agreement.

Remainder of Page Intentionally Left Blank; Signatures Appear On Following Page

"TRUSTOR:"

NEW ASIA HOUSING, L.P.,
A California limited partnership

By: New Asia Housing LLC.
a California limited liability
corporation

Its: General Partner

By: Chinatown Community Development
Center, a California nonprofit public
benefit corporation

Its: Sole Member/Manager

By: _____
Malcolm Yeung
Executive Director

[ALL SIGNATURES MUST BE NOTARIZED.]

EXHIBIT A
Legal Description of the Land

THE FOLLOWING LAND SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

Beginning at a point on the Northerly line of Pacific Avenue, distant thereon 137 feet and 6 inches Easterly from the Easterly line of Stockton Street; running thence Easterly along said line of Pacific Avenue 20 feet to a point distant thereon 42 feet Westerly from the Westerly line of Pelton Place; thence at a right angle Northerly 97 feet and 6 inches; thence at a right angle Westerly 20 feet; thence at a right angle Southerly 97 feet and 6 inches to the point of beginning.

Being a portion of 50 Vara Block No. 110.
Assessor's Lot: 014; Block: 0161

Street Address:
758 Pacific Avenue, San Francisco, CA 94133

EXHIBIT A

Attachment 8

Declaration of Restrictions and Affordable Housing Covenants
(758 Pacific)

Free Recording Requested Pursuant to
Government Code Section 27383

Recording requested by and
when recorded mail to:
City and County of San Francisco
Mayor's Office of Housing
and Community Development
1 South Van Ness Avenue, 5th Floor
San Francisco, California 94103
Attn: Agnes DeFiesta
Block: 0161 Lot: 014
Address: 758 Pacific Avenue, San Francisco, CA 94133

-----Space Above This Line for Recorder's Use-----

**DECLARATION OF RESTRICTIONS AND
AFFORDABLE HOUSING COVENANTS**

(Property Address: 758 Pacific Avenue, San Francisco, CA 94133)

THIS DECLARATION OF RESTRICTIONS AND AFFORDABLE HOUSING COVENANTS (this “Declaration”) is made as of _____, 2024, by **NEW ASIA HOUSING, L.P.**, a California limited partnership (“Borrower”), in favor of the **CITY AND COUNTY OF SAN FRANCISCO**, represented by the Mayor, acting by and through the Mayor's Office of Housing and Community Development (the “City”).

RECITALS

A. The City is making a loan (the “Loan”) to Borrower of CDBG and Housing Trust Funds to finance certain costs associated with the development of the real property described in **Exhibit A** attached hereto and incorporated herein by reference (the “Property”) as low-income affordable housing (the “Project”). The Loan is evidenced by, among other documents, a Loan Agreement between the City and Borrower dated as of August 10, 2022, as amended by that certain First Amendment dated on or about the date hereof, as it may be further amended from time to time (collectively, the “Agreement”). The Agreement is incorporated by reference in this Declaration as though fully set forth in this Declaration. Definitions and rules of interpretation set forth in the Agreement apply to this Declaration.

B. Pursuant to the Agreement, Borrower has agreed to comply with certain affordability covenants and other use and occupancy restrictions set forth in the Agreement (collectively, the “Regulatory Obligations”), commencing on the date the Acquisition Deed of Trust is recorded in the Official Records of San Francisco County, and continuing for the Life of the Project (the “Compliance Term”), even if the Loan is repaid or otherwise satisfied or the Acquisition Deed of Trust is reconveyed.

AGREEMENT

Now, therefore, in consideration of the City providing the Loan in accordance with the City Documents, Borrower agrees as follows:

1. Borrower will comply with the Regulatory Obligations and this Declaration through the expiration of the Compliance Term, regardless of any reconveyance of the Acquisition Deed of Trust. Specifically, Borrower agrees as follows, subject to additional terms as set forth in the Agreement:

1.1 With the exception of two Unit reserved for the manager of the Project, Units in the Project will at all times be rented only to tenants who qualify as Qualified Tenants at initial occupancy, specifically:

Unit Size	No. of Units	Maximum Income Level	Rental Subsidy
0 BD – Studio (Plus Housing)	3	50% of Median Income	
0 BD – Studio	20	50% of Median Income	LOSP
0 BD - Studio	40	60% of Median Income	SOS
0 BD - Studio	48	60% of Median Income	
Total 0 BD - Studio	111		
1 Bedroom (Plus Housing)	2	50% of Median Income	
1 Bedroom	20	50% of Median Income	LOSP
1 Bedroom	30	60% of Median Income	SOS
1 Bedroom	10	60% of Median Income	
Total 1 Bedroom	62		
2 Bedroom	2	Unrestricted Manager's Unit	
Total 2 Bedroom	2		

All Units will be rented at all times to tenants who are seniors.

Forty (40) Units will be made available to the chronically homeless or those at risk of homelessness during the period in which the City's Local Operating Subsidy program is in operation and the City provides such subsidy to the Project under the LOSP Agreement.

Seventy (70) Units will be made available to the seniors with a maximum income of 15% and 25% of Median Income during the period in which the City's Senior Operating Subsidy program is available.

If the LOSP and/or SOS is terminated, discontinued, or reduced at no fault of Borrower with respect to the Project, then the rent restrictions above may be altered but only to the extent necessary for the Project to remain financially feasible, as determined in City's reasonable discretion; provided that:

(a) Borrower diligently pursues an additional or alternative source of income or subsidy acceptable to the City to replace the rental subsidies.

(b) One hundred percent (100%) of the Units formerly assisted under the LOSP and/or SOS must at all times be occupied by Qualified Tenants whose Adjusted Income does not exceed fifty percent (50%) of Median Income and the monthly rent paid by the Qualified Tenants may not exceed (a) thirty percent (30%) of fifty percent (50%) of Median Income, (b) less utility allowance. The maximum initial occupancy income level restrictions when averaged for all Residential Units in the Project may not exceed sixty percent (60%) of Median Income and subject to any applicable regulatory agreement, restrictive covenant, or other encumbrance. To the extent financially feasible, as mutually determined by the Parties, any such rent increase will be limited to (or will be first implemented with) any vacant units.

In such event, the City will use good faith efforts to meet with Borrower within fifteen (15) days after Borrower's request to meet. The relief provided by the foregoing will not be construed as authorizing Borrower to exceed any income or rent restriction imposed on the Project by CDLAC, CTCAC, or under any other agreement. Borrower covenants and warrants that it will obtain all necessary approvals or relief from any other applicable income or rent limitations before implementing the relief provided in this paragraph.

1.2 The total amount for rent and utilities (with the maximum allowance for utilities determined by the San Francisco Housing Authority) charged to a Qualified Tenant may not exceed:

(i) thirty percent (30%) of the applicable maximum income level, adjusted for household size; or

(ii) the tenant paid portion of the contract rent as determined by the San Francisco Housing Authority for Qualified Tenants holding Section 8 vouchers or certificates.

1.3 For the avoidance of any doubt, notwithstanding any repayment of the Loan or otherwise satisfied or if the Acquisition Deed of Trust is reconveyed, Borrower will comply with the applicable terms of the Agreement as if fully set forth herein, including, without limitation, Article 6 (Marketing), Article 7 (Affordability and Other Leasing Restrictions), Article 8 (Maintenance and Management of the Project), Article 9 (Governmental Approvals and Requirements), Article 10 (Project Monitoring, Reports, Books and Records), Article 11 (Use of Income From Operations), Article 12 (Required Reserves), Article 16 (Transfers), Article 17 (Insurance and Bonds; Indemnity), Article 18 (Hazardous Substances), and Article 19 (Default).

1.4 Notwithstanding anything to the contrary herein, the City acknowledges that the Property currently consists of improvements for commercial and residential use and therefore, accordingly, Borrower may use the Property for interim uses approved by MOHCD prior to the closing of construction financing for the Project. Borrower will ensure that any interim use does not interfere with or delay any due diligence, investigation, or any other predevelopment work necessary for obtaining financing and commencing construction of the Project.

2. Borrower hereby subjects the Property to the covenants, reservations and restrictions set forth in this Declaration and the Agreement. This Declaration and the Regulatory Obligations constitute covenants running with the land and bind successors and assigns of Borrower and any non-borrower owner of the Property and will pass to and be binding upon Borrower's successors in title to the Property. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof will conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions in this Declaration, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments.

3. If Borrower fails to (i) comply with the Regulatory Obligations and this Declaration to the City's satisfaction, in its sole discretion, and (ii) cure such default as set forth in **Section 19.1(c)** of the Agreement, the City will have the right to pursue any available remedy at equity or in law, including as set forth in **Section 19.2** of the Agreement, to enforce this Declaration. During the Compliance Term, the City may rely on the Acquisition Deed of Trust and/or this Declaration, in the City's discretion, to enforce any of the City's rights under the City Documents. Borrower will pay the City's reasonable costs in connection with the City's enforcement of the terms of this Declaration and Regulatory Obligations, including, without limitation, the City's attorneys' fees and costs.

[signature follows]

Borrower has executed this Declaration as of the date first written above.

NEW ASIA HOUSING, L.P.,
a California limited partnership

By: New Asia Housing LLC.
a California limited liability
corporation

Its: General Partner

By: Chinatown Community Development
Center, a California nonprofit public
benefit corporation

Its: Sole Member/Manager

By: _____
Malcolm Yeung
Executive Director

[ALL SIGNATURES MUST BE NOTARIZED.]

EXHIBIT A
(Legal Description of the Property)

THE FOLLOWING LAND SITUATED IN THE CITY OF SAN FRANCISCO,
COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS
FOLLOWS:

Beginning at a point on the Northerly line of Pacific Avenue, distant thereon 137 feet and 6 inches Easterly from the Easterly line of Stockton Street; running thence Easterly along said line of Pacific Avenue 20 feet to a point distant thereon 42 feet Westerly from the Westerly line of Pelton Place; thence at a right angle Northerly 97 feet and 6 inches; thence at a right angle Westerly 20 feet; thence at a right angle Southerly 97 feet and 6 inches to the point of beginning.

Being a portion of 50 Vara Block No. 110.

Assessor's Lot: 014; Block: 0161

Street Address:
758 Pacific Avenue, San Francisco, CA 94133

Attachment 9

Subordination, Nondisturbance, and Attornment Agreement
for commercial and residential tenants

See Attached.

Free Recording Requested Pursuant to
Government Code Section 27383

When recorded, mail to:
Mayor's Office of Housing and Community Development
of the City and County of San Francisco
1 South Van Ness Avenue, 5th Floor
San Francisco, California 94103
Attn: Agnes DeFiesta
Block: 0161 Lot: 014

-----Space Above This Line for Recorder's Use-----

**SUBORDINATION, NONDISTURBANCE
AND ATTORNMENT AGREEMENT**
758 Pacific Avenue, San Francisco, California 94133
(Commercial Tenant)

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT ("AGREEMENT") is made as of September ____, 2024, by **NEW ASIA HOUSING, L.P.**, a California limited partnership ("Landlord"), **W Y PACIFIC, INC.** ("Tenant") and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation, represented by the Mayor, acting through the Mayor's Office of Housing and Community Development ("Lender"). This Agreement is executed pursuant to the City and County of San Francisco Loan Agreement by and between Landlord and Lender dated on or after the date of this Agreement, as it may be amended from time to time (the "Loan Agreement").

RECITALS

A. Landlord and Tenant are parties to a Standard Industrial/Commercial Multi-Tenant Lease - Net dated December 8, 2023 (the "Lease"), covering certain premises identified as a commercial portion of the building located at, (the "Premises") within the improvements located at 758 Pacific Avenue, San Francisco, California 94133 (the "Property"), which is more particularly described in Exhibit A to this Agreement.

B. Concurrently with the recordation of this Agreement, Landlord will enter into and record in the Official Records of San Francisco County (the "Official Records") a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing encumbering the Property, which will secure a promissory note payable to Lender in the original principal amount of \$2,178,786 (as may be amended from time to time, the "Deed of Trust").

C. Concurrently with the recordation of this Agreement, Landlord will enter into and record in the Official Records a Declaration of Restrictions (the "Restrictions"). The Restrictions set forth the affordable housing requirements with respect to the Property.

The parties desire to subordinate Tenant's existing and any future leasehold interest in the Premises to the liens of (i) the Deed of Trust, and (ii) the Restrictions (collectively, the "Liens"), and to assure Tenant possession of the Premises for the entire term of the Lease, as

it may be extended or renewed (the "Lease Term") even if Lender forecloses the Lien before the Lease terminates.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. Subordination. The Lease is and will be subject and subordinate to the Lien and to any renewals, modifications, consolidations, replacements and extensions of the Deed of Trust to the full extent of all sums secured by the Deed of Trust.

2. Nondisturbance. So long as Tenant is not in default in the payment of rent or in the performance of any of the terms, covenants, or conditions of the Lease (upon the expiration of any cure period, an "Event of Default"), Tenant's possession of the Premises and Tenant's rights and privileges under the Lease will not be diminished or disturbed by Lender during the Lease Term. So long as no Event of Default by Tenant exists under the Lease, and no event exists which with the giving of notice of the passage of time, or both, would constitute an Event of Default by the Tenant under the Lease. Lender will not join Tenant as a party for the purpose of terminating or otherwise affecting Tenant's interest under the Lease in any action of foreclosure or other proceeding brought by Lender to enforce any rights arising under the Lien, *provided, however*, that Lender may join Tenant as a party in an action if joinder is necessary under any statute or law to secure the remedies available to Lender under the Lien, but for that purpose only and not for the purpose of terminating the Lease or affecting Tenant's right to possession of the Premises.

3. Attornment. If Landlord's interest in the Property, including Landlord's interest in the Lease, is transferred to and held by Lender or any successor of Lender (in any case, "Acquiring Party") following a foreclosure sale under a private power from the Deed of Trust, or any other deed of trust, deed in lieu of foreclosure, other proceedings brought by Lender or by any other manner, Tenant will be bound to Acquiring Party, and Acquiring Party will be bound to Tenant, according to the terms, covenants and conditions of the Lease for the balance of the Lease Term. Tenant agrees to attorn to Acquiring Party as "Landlord," with the attornment being effective and self-operable immediately upon Acquiring Party's succession to Landlord's interest under the Lease, all without the execution by the parties of any further instruments, *provided, however*, that Tenant will not be obligated to pay rent to Acquiring Party until Tenant receives written notice from Acquiring Party, together with a true copy of the deed or other instrument transferring title to Acquiring Party, with directions as to where rent should be mailed. The respective rights and obligations of Tenant and Acquiring Party upon attornment will be those set forth in the Lease, which is incorporated by reference in this Agreement. If Acquiring Party succeeds to Landlord's interest in the Lease, Acquiring Party will be bound to Tenant under all the terms, covenants and conditions of the Lease, except for provisions which are impossible for Acquiring Party to perform, and Tenant will have the same remedies against Acquiring Party for any breach of the Lease by Acquiring Party after Acquiring party becomes Landlord, that Tenant would have had against Landlord; *provided, however*, that in no event shall Acquiring party be:

(a) liable for any act, omission, default, misrepresentation or breach of warranty of any previous Landlord or obligations occurring prior to Acquiring Party's actual ownership of the Property;

(b) subject to any offset, defense, claim or counterclaim which Tenant

might be entitled to assert against any previous Landlord;

(c) bound by any payment of rent, additional rent or other payments made by Tenant to any previous Landlord for more than one (1) month in advance;

(d) bound by any amendment or modification of the Lease hereafter made, or consent or acquiescence by any previous Landlord under the Lease to any assignment or sublease hereafter granted, without the written consent of Lender; or

(e) liable for any deposit that Tenant may have given to any previous Landlord which has not, as such, been transferred to Acquiring Party.

4. Tenant Estoppel. Tenant acknowledges that Lender is relying on the representations, certifications and undertakings made by Tenant in this Agreement in extending credit to Landlord and represents and warrants to Lender that, as of the date of this Agreement:

(a) Tenant has no right or option of any nature whatsoever, whether arising out of the Lease or otherwise, to purchase the Premises or the Property, or any interest or portion in or of either of them, to expand into other space in the Property or to extend or renew the term of the Lease, except: None.

(b) No amendments, supplements, side letters or other agreements or memoranda pertaining to the Lease, the leasehold and/or the Premises exist except: _____
Not Applicable

(c) No Event of Default, or event that with notice or the passage of time or both would constitute an Event of Default, exists on either Tenant's or Landlord's part, nor does Tenant have any right of offset (including audit or accounting rights that might otherwise give rise to a claim or an offset for rents paid under the Lease) against any of Tenant's obligations under the Lease, except: Not Applicable

(d) The Lease is in full force and effect and a true, complete and correct copy of the Lease, together with all amendments thereto, is attached hereto.

(e) Tenant agrees to deliver to Lender and to any other person designated by Lender estoppel certificates executed by Tenant certifying that: (i) the Lease and any future lease is in full force and effect or, if that is not the case, the basis for termination of the Lease or any future leases; (ii) no defenses or offsets are outstanding under the Lease or any future lease or, if that is not the case, the basis for and amount of any defense or offset claimed by Tenant; and (iii) any other information about Tenant or the Lease or any future lease that Lender requests within ten (10) days after Lender's request.

(f) This Agreement satisfies any condition or requirement in the Lease relating to Lender's grant of a nondisturbance agreement to Tenant.

5. Definitions. In addition to terms defined elsewhere in this Agreement, the following terms have the following meanings: "Landlord" means the present landlord under the Lease, or, if the landlord's interest is transferred in any manner, the successor(s) or assign(s) occupying the position of landlord under the Lease at the time in question. "Lease"

means the Lease and all amendments, addenda, extensions and renewals to the Lease.

"Lender" means Lender, the trustee under the Deed of Trust and any of Lender's agents, heirs, successors or assigns, including any Acquiring Party. "Lien" includes any amendments, riders, modifications or addenda thereto. "Including" means "including, without limitation" and "including, but not limited to." "Tenant" means Tenant and its successors, assigns and sublessees.

6. Lease Amendments. Landlord and Tenant agree not to change, alter, amend or otherwise modify the Lease in any manner that affects the Term, rent and/or common area charges payable or any other financial component of the Lease without Lender's prior written consent. Any change, alteration, amendment or other modification to the Lease in violation of this Section without Lender's prior written consent will be void as to Lender, and Lender may disregard it at Lender's option in its sole discretion.

7. Acknowledgments. Tenant acknowledges and agrees as follows:

(a) From and after the date hereof, in the event of any act or omission by Landlord which would give Tenant the right, either immediately or after the lapse of time, to terminate the Lease or to claim a partial or total eviction, Tenant will not exercise any such right (i) until it has given written notice of such act or omission to Lender, and (ii) until the same period of time as is given to Landlord under the Lease to cure such act or omission shall have elapsed following such giving of notice to Lender and following the time when Lender shall have become entitled under any of the Liens to remedy the same. In no event will Tenant exercise any such right less than thirty (30) days after receipt of such notice or prior to the passage of such longer period of time as may be necessary to cure or remedy such default, act or omission including such period of time necessary to obtain possession of the Property and thereafter cure such default, act or omission. Notwithstanding the foregoing, Lender shall have no duty or obligation to cure or remedy any breach or default. It is specifically agreed that Tenant shall not, as to Lender require cure of any such default which is personal to Landlord and therefore not susceptible to cure by Lender.

(b) In the event that Lender notified Tenant of a default under any of the Liens and demands that Tenant pay its rent and all other sums due under the Lease directly to Lender, Tenant shall honor such demand and pay the full amount of its rent and all other sums due under the Lease directly to Lender, without offset, or as otherwise required pursuant to such notice beginning with the payment next due after such notice of default, without inquiry as to whether a default actually exists under any of the Liens or otherwise in connection with any loan document in connection with any of the Liens, and notwithstanding any contrary instructions of or demands from Landlord.

(c) Tenant has no right or option of any nature whatsoever, whether pursuant to the Lease or otherwise, to purchase the Premises or the Property, or any portion thereof or any interest therein, and to the extent that Tenant has had, or hereafter acquires any such right or option, the same is hereby acknowledged to be subject and subordinate to the Liens and is hereby waived and released as against Lender and Acquiring Party.

(d) Lender and any Acquiring Party shall have no obligation nor shall they incur any liability with respect to the erection or completion of the improvements in which the Premises are located or for completion of the Premises or any improvements for Tenant's use and occupancy, either at the commencement of the term of the Lease, upon any renewal or extension thereof, or upon the addition of additional space pursuant to any expansion rights contained in the Lease.

(e) Tenant has never permitted, and will not permit, the generation, treatment, storage or disposal of any hazardous substance as defined under federal, state, or local law, on the Premises or Property except for such substances of a type and only in a quantity normally used in connection with the occupancy or operation of buildings (such as non-flammable cleaning fluids and supplies normally used in the day-to-day operation of first class establishments similar to the improvements), which substances are being held, stored, and used in strict compliance with federal, state, and local laws. Tenant shall be solely responsible for and shall reimburse and indemnify Landlord, Acquiring Party or Lender as applicable, for any loss, liability, claim or expense, including cleanup and all other expenses, including legal fees that Landlord, Acquiring Party or Lender, as applicable, may incur by reason of Tenant's violation of the requirements of this Section 7(e).

8. Notices. All notices, consents, communications or transmittals required by this Agreement must be made in writing and be communicated by personal delivery, facsimile (if followed within one business day by first class mail) or by United States certified mail, postage prepaid, return receipt requested. Delivery will be deemed complete as of the earlier of actual receipt (or refusal to accept proper delivery) or seven (7) days from mailing, *provided that* any notice by facsimile that is received after 5 p.m. on any day or on any weekend or holiday will be deemed to have been received on the next succeeding business day. Notices must be addressed as follows:

To Landlord: New Asia Housing L.P.
 c/o CCDC
 1525 Grant Avenue
 San Francisco, CA 94133
 Attn: Executive Director
 Telephone: 415-984-1450
 Facsimile: 415-929-1499

To Tenant: W Y Pacific, Inc.
 758 Pacific Avenue
 San Francisco, CA 94133
 Telephone: 415-391-1068
 Facsimile: _____

To Lender: City and County of San Francisco
 Mayor's Office of Housing
 and Community Development
 1 South Van Ness Avenue, 5th Floor
 San Francisco, CA 94103
 Attn: Director
 Telephone: (415) 701-5500
 Facsimile: (415) 701-5501

Any party may change an address given for notice by giving written notice of that change by certified mail to all other parties.

9. Authority. Each individual executing this Agreement on behalf of a party represents and warrants that he or she is authorized to execute and deliver this Agreement on behalf of that party and that this Agreement will be binding upon the party.

10. Miscellaneous. This Agreement may not be modified other than by an agreement in writing signed by the parties or by their respective successors in interest. If any party commences any judicial or nonjudicial proceeding (including any action in a bankruptcy case or any appeal) against any other party based on this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees, expenses and costs of suit, *provided that* reasonable fees of attorneys in the City Attorneys' office will be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter of law for which the City Attorney's services were rendered, who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the City Attorney's Office. This Agreement will be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns. The headings of this Agreement are for reference only and do not limit or define any meaning of this Agreement. This Agreement may be executed in one or more counterparts, each of which is an original, but all of which constitute one and the same instrument. This Agreement must be construed in accordance with, and will be governed by, California law.

[signatures follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at San Francisco, California as of the date first written above.

LANDLORD:

NEW ASIA HOUSING, L.P.,
A California limited partnership

By: New Asia Housing LLC.
a California limited liability
corporation
Its: General Partner

By: Chinatown Community
Development Center, a California
nonprofit public benefit
corporation
Its: Sole Member/Manager

By: _____
Malcolm Yeung
Executive Director

TENANT:

W Y PACIFIC INC.,
a California corporation

By: _____
Name: Keung Kwok Yeung
Title: President

LENDER:

CITY AND COUNTY OF SAN
FRANCISCO, a municipal corporation

By: _____
Daniel Adams
Director, Mayor's Office of Housing
and Community Development

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

By: _____
Jessica Alvaro-Cassella
Deputy City Attorney

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Name: _____
Notary Public

EXHIBIT A
(Legal Description of the Property)

THE FOLLOWING LAND SITUATED IN THE CITY OF SAN FRANCISCO,
COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS
FOLLOWS:

Beginning at a point on the Northerly line of Pacific Avenue, distant thereon 137 feet and 6 inches Easterly from the Easterly line of Stockton Street; running thence Easterly along said line of Pacific Avenue 20 feet to a point distant thereon 42 feet Westerly from the Westerly line of Pelton Place; thence at a right angle Northerly 97 feet and 6 inches; thence at a right angle Westerly 20 feet; thence at a right angle Southerly 97 feet and 6 inches to the point of beginning.

Being a portion of 50 Vara Block No. 110.

Assessor's Lot: 014; Block: 0161

Street Address:
758 Pacific Avenue, San Francisco, CA 94133

Free Recording Requested Pursuant to
Government Code Section 27383

When recorded, mail to:
Mayor's Office of Housing and Community Development
of the City and County of San Francisco
1 South Van Ness Avenue, 5th Floor
San Francisco, California 94103
Attn: Agnes DeFiesta
Block: 0161 Lot: 014

-----Space Above This Line for Recorder's Use-----

**SUBORDINATION, NONDISTURBANCE
AND ATTORNMENT AGREEMENT**
758 Pacific Avenue, Second Floor San Francisco, California 94133
(Residential Tenant)

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT ("AGREEMENT") is made as of September _____, 2024, by **NEW ASIA HOUSING, L.P.**, a California limited partnership ("Landlord"), **PAUL YEUNG**. ("Tenant") and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation, represented by the Mayor, acting through the Mayor's Office of Housing and Community Development ("Lender"). This Agreement is executed pursuant to the City and County of San Francisco Loan Agreement by and between Landlord and Lender dated on or after the date of this Agreement, as it may be amended from time to time (the "Loan Agreement").

RECITALS

A. Landlord and Tenant are parties to a –Residential Lease Agreement dated November 9, 2023 (the "Lease"), covering certain premises identified as residential unit on second floor of the building, (the "Premises") within the improvements located at 758 Pacific Avenue, San Francisco, California 94133 (the "Property"), which is more particularly described in Exhibit A to this Agreement.

B. Concurrently with the recordation of this Agreement, Landlord will enter into and record in the Official Records of San Francisco County (the "Official Records") a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing encumbering the Property, which will secure a promissory note payable to Lender in the original principal amount of \$2,178,786 (as may be amended from time to time, the "Deed of Trust").

C. Concurrently with the recordation of this Agreement, Landlord will enter into and record in the Official Records a Declaration of Restrictions (the "Restrictions"). The Restrictions set forth the affordable housing requirements with respect to the Property.

The parties desire to subordinate Tenant's existing and any future leasehold interest in the Premises to the liens of (i) the Deed of Trust, and (ii) the Restrictions (collectively, the "Liens"), and to assure Tenant possession of the Premises for the entire term of the Lease, as

it may be extended or renewed (the "Lease Term") even if Lender forecloses the Lien before the Lease terminates.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. Subordination. The Lease is and will be subject and subordinate to the Lien and to any renewals, modifications, consolidations, replacements and extensions of the Deed of Trust to the full extent of all sums secured by the Deed of Trust.

2. Nondisturbance. So long as Tenant is not in default in the payment of rent or in the performance of any of the terms, covenants, or conditions of the Lease (upon the expiration of any cure period, an "Event of Default"), Tenant's possession of the Premises and Tenant's rights and privileges under the Lease will not be diminished or disturbed by Lender during the Lease Term. So long as no Event of Default by Tenant exists under the Lease, and no event exists which with the giving of notice of the passage of time, or both, would constitute an Event of Default by the Tenant under the Lease. Lender will not join Tenant as a party for the purpose of terminating or otherwise affecting Tenant's interest under the Lease in any action of foreclosure or other proceeding brought by Lender to enforce any rights arising under the Lien, *provided, however*, that Lender may join Tenant as a party in an action if joinder is necessary under any statute or law to secure the remedies available to Lender under the Lien, but for that purpose only and not for the purpose of terminating the Lease or affecting Tenant's right to possession of the Premises.

3. Attornment. If Landlord's interest in the Property, including Landlord's interest in the Lease, is transferred to and held by Lender or any successor of Lender (in any case, "Acquiring Party") following a foreclosure sale under a private power from the Deed of Trust, or any other deed of trust, deed in lieu of foreclosure, other proceedings brought by Lender or by any other manner, Tenant will be bound to Acquiring Party, and Acquiring Party will be bound to Tenant, according to the terms, covenants and conditions of the Lease for the balance of the Lease Term. Tenant agrees to attorn to Acquiring Party as "Landlord," with the attornment being effective and self-operable immediately upon Acquiring Party's succession to Landlord's interest under the Lease, all without the execution by the parties of any further instruments, *provided, however*, that Tenant will not be obligated to pay rent to Acquiring Party until Tenant receives written notice from Acquiring Party, together with a true copy of the deed or other instrument transferring title to Acquiring Party, with directions as to where rent should be mailed. The respective rights and obligations of Tenant and Acquiring Party upon attornment will be those set forth in the Lease, which is incorporated by reference in this Agreement. If Acquiring Party succeeds to Landlord's interest in the Lease, Acquiring Party will be bound to Tenant under all the terms, covenants and conditions of the Lease, except for provisions which are impossible for Acquiring Party to perform, and Tenant will have the same remedies against Acquiring Party for any breach of the Lease by Acquiring Party after Acquiring party becomes Landlord, that Tenant would have had against Landlord; provided, however, that in no event shall Acquiring party be:

(a) liable for any act, omission, default, misrepresentation or breach of warranty of any previous Landlord or obligations occurring prior to Acquiring Party's actual ownership of the Property;

(b) subject to any offset, defense, claim or counterclaim which Tenant

might be entitled to assert against any previous Landlord;

(c) bound by any payment of rent, additional rent or other payments made by Tenant to any previous Landlord for more than one (1) month in advance;

(d) bound by any amendment or modification of the Lease hereafter made, or consent or acquiescence by any previous Landlord under the Lease to any assignment or sublease hereafter granted, without the written consent of Lender; or

(e) liable for any deposit that Tenant may have given to any previous Landlord which has not, as such, been transferred to Acquiring Party.

4. Tenant Estoppel. Tenant acknowledges that Lender is relying on the representations, certifications and undertakings made by Tenant in this Agreement in extending credit to Landlord and represents and warrants to Lender that, as of the date of this Agreement:

(a) Tenant has no right or option of any nature whatsoever, whether arising out of the Lease or otherwise, to purchase the Premises or the Property, or any interest or portion in or of either of them, to expand into other space in the Property or to extend or renew the term of the Lease, except: None.

(b) No amendments, supplements, side letters or other agreements or memoranda pertaining to the Lease, the leasehold and/or the Premises exist except: _____
Not Applicable

(c) No Event of Default, or event that with notice or the passage of time or both would constitute an Event of Default, exists on either Tenant's or Landlord's part, nor does Tenant have any right of offset (including audit or accounting rights that might otherwise give rise to a claim or an offset for rents paid under the Lease) against any of Tenant's obligations under the Lease, except: _____
Not Applicable

(d) The Lease is in full force and effect and a true, complete and correct copy of the Lease, together with all amendments thereto, is attached hereto.

(e) Tenant agrees to deliver to Lender and to any other person designated by Lender estoppel certificates executed by Tenant certifying that: (i) the Lease and any future lease is in full force and effect or, if that is not the case, the basis for termination of the Lease of any future leases; (ii) no defenses or offsets are outstanding under the Lease or any future lease or, if that is not the case, the basis for and amount of any defense or offset claimed by Tenant; and (iii) any other information about Tenant or the Lease or any future lease that Lender requests within ten (10) days after Lender's request.

(f) This Agreement satisfies any condition or requirement in the Lease relating to Lender's grant of a nondisturbance agreement to Tenant.

5. Definitions. In addition to terms defined elsewhere in this Agreement, the following terms have the following meanings: "Landlord" means the present landlord under the Lease, or, if the landlord's interest is transferred in any manner, the successor(s) or assign(s) occupying the position of landlord under the Lease at the time in question. "Lease"

means the Lease and all amendments, addenda, extensions and renewals to the Lease.

"Lender" means Lender, the trustee under the Deed of Trust and any of Lender's agents, heirs, successors or assigns, including any Acquiring Party. "Lien" includes any amendments, riders, modifications or addenda thereto. "Including" means "including, without limitation" and "including, but not limited to." "Tenant" means Tenant and its successors, assigns and sublessees.

6. Lease Amendments. Landlord and Tenant agree not to change, alter, amend or otherwise modify the Lease in any manner that affects the Term, rent and/or common area charges payable or any other financial component of the Lease without Lender's prior written consent. Any change, alteration, amendment or other modification to the Lease in violation of this Section without Lender's prior written consent will be void as to Lender, and Lender may disregard it at Lender's option in its sole discretion.

7. Acknowledgments. Tenant acknowledges and agrees as follows:

(a) From and after the date hereof, in the event of any act or omission by Landlord which would give Tenant the right, either immediately or after the lapse of time, to terminate the Lease or to claim a partial or total eviction, Tenant will not exercise any such right (i) until it has given written notice of such act or omission to Lender, and (ii) until the same period of time as is given to Landlord under the Lease to cure such act or omission shall have elapsed following such giving of notice to Lender and following the time when Lender shall have become entitled under any of the Liens to remedy the same. In no event will Tenant exercise any such right less than thirty (30) days after receipt of such notice or prior to the passage of such longer period of time as may be necessary to cure or remedy such default, act or omission including such period of time necessary to obtain possession of the Property and thereafter cure such default, act or omission. Notwithstanding the foregoing, Lender shall have no duty or obligation to cure or remedy any breach or default. It is specifically agreed that Tenant shall not, as to Lender require cure of any such default which is personal to Landlord and therefore not susceptible to cure by Lender.

(b) In the event that Lender notified Tenant of a default under any of the Liens and demands that Tenant pay its rent and all other sums due under the Lease directly to Lender, Tenant shall honor such demand and pay the full amount of its rent and all other sums due under the Lease directly to Lender, without offset, or as otherwise required pursuant to such notice beginning with the payment next due after such notice of default, without inquiry as to whether a default actually exists under any of the Liens or otherwise in connection with any loan document in connection with any of the Liens, and notwithstanding any contrary instructions of or demands from Landlord.

(c) Tenant has no right or option of any nature whatsoever, whether pursuant to the Lease or otherwise, to purchase the Premises or the Property, or any portion thereof or any interest therein, and to the extent that Tenant has had, or hereafter acquires any such right or option, the same is hereby acknowledged to be subject and subordinate to the Liens and is hereby waived and released as against Lender and Acquiring Party.

(d) Lender and any Acquiring Party shall have no obligation nor shall they incur any liability with respect to the erection or completion of the improvements in which the Premises are located or for completion of the Premises or any improvements for Tenant's use and occupancy, either at the commencement of the term of the Lease, upon any renewal or extension thereof, or upon the addition of additional space pursuant to any expansion rights contained in the Lease.

(e) Tenant has never permitted, and will not permit, the generation, treatment, storage or disposal of any hazardous substance as defined under federal, state, or local law, on the Premises or Property except for such substances of a type and only in a quantity normally used in connection with the occupancy or operation of buildings (such as non-flammable cleaning fluids and supplies normally used in the day-to-day operation of first class establishments similar to the improvements), which substances are being held, stored, and used in strict compliance with federal, state, and local laws. Tenant shall be solely responsible for and shall reimburse and indemnify Landlord, Acquiring Party or Lender as applicable, for any loss, liability, claim or expense, including cleanup and all other expenses, including legal fees that Landlord, Acquiring Party or Lender, as applicable, may incur by reason of Tenant's violation of the requirements of this Section 7(e).

8. Notices. All notices, consents, communications or transmittals required by this Agreement must be made in writing and be communicated by personal delivery, facsimile (if followed within one business day by first class mail) or by United States certified mail, postage prepaid, return receipt requested. Delivery will be deemed complete as of the earlier of actual receipt (or refusal to accept proper delivery) or seven (7) days from mailing, *provided that* any notice by facsimile that is received after 5 p.m. on any day or on any weekend or holiday will be deemed to have been received on the next succeeding business day. Notices must be addressed as follows:

To Landlord: New Asia Housing L.P.
 c/o CCDC
 1525 Grant Avenue
 San Francisco, CA 94133
 Attn: Executive Director
 Telephone: 415-984-1450
 Facsimile: 415-929-1499

To Tenant: Paul Yeung.
 758 Pacific Avenue, Second Floor
 San Francisco, CA 94133
 Telephone: 415-407-1497
 Facsimile: _____

To Lender: City and County of San Francisco
 Mayor's Office of Housing
 and Community Development
 1 South Van Ness Avenue, 5th Floor
 San Francisco, CA 94103
 Attn: Director
 Telephone: (415) 701-5500
 Facsimile: (415) 701-5501

Any party may change an address given for notice by giving written notice of that change by certified mail to all other parties.

9. Authority. Each individual executing this Agreement on behalf of a party represents and warrants that he or she is authorized to execute and deliver this Agreement on behalf of that party and that this Agreement will be binding upon the party.

10. Miscellaneous. This Agreement may not be modified other than by an agreement in writing signed by the parties or by their respective successors in interest. If any party commences any judicial or nonjudicial proceeding (including any action in a bankruptcy case or any appeal) against any other party based on this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees, expenses and costs of suit, *provided that* reasonable fees of attorneys in the City Attorneys' office will be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter of law for which the City Attorney's services were rendered, who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the City Attorney's Office. This Agreement will be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns. The headings of this Agreement are for reference only and do not limit or define any meaning of this Agreement. This Agreement may be executed in one or more counterparts, each of which is an original, but all of which constitute one and the same instrument. This Agreement must be construed in accordance with, and will be governed by, California law.

[signatures follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at San Francisco, California as of the date first written above.

LANDLORD:

NEW ASIA HOUSING, L.P.,
A California limited partnership

By: New Asia Housing LLC.
a California limited liability
corporation
Its: General Partner

By: Chinatown Community
Development Center, a California
nonprofit public benefit
corporation
Its: Sole Member/Manager

By: _____
Malcolm Yeung
Executive Director

TENANT:

Keung Kwok Yeung, tenant

By: _____
Name: Keung Kwok Yeung
Title: Head of Household

LENDER:

CITY AND COUNTY OF SAN
FRANCISCO, a municipal corporation

By: _____
Daniel Adams
Director, Mayor's Office of Housing
and Community Development

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

By: _____
Deputy City Attorney

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Name: _____
Notary Public

SECOND AMENDMENT TO LOAN AGREEMENT
(772 Pacific Avenue and 758 Pacific Avenue, San Francisco, CA 94133)

This Second Amendment to the Loan Agreement (“**Second Amendment**”) is made as of December 19, 2025, by and between the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation, represented by the Mayor, acting by and through the Mayor's Office of Housing and Community Development (the “**City**”), and **NEW ASIA HOUSING, L.P.**, a California limited partnership (the “**Borrower**”).

RECITALS

A. The City previously loaned Seven Million One Hundred Sixty-Seven Thousand Seven Hundred Thirty-One and No/100 Dollars (\$7,167,731.00) (the “**Original Predevelopment Loan**”) to the Borrower for acquisition and predevelopment activities to construct an affordable housing and commercial space project at 772 Pacific Avenue. The Original Loan is evidenced by the following documents: (1) a Loan Agreement dated August 10, 2022, as amended by that certain First Amendment to Loan Agreement dated August 20, 2024 (collectively, the “**Agreement**”); (2) an Amended and Restated Secured Promissory Note made by Borrower in an amount of Four Million Nine Hundred Eight-Eight Thousand Nine Hundred Forty-Five (\$4,988,945.00) (the “**Original Predevelopment Note**”); (3) a Secured Promissory Note made by Borrower in an amount of Two Million One Hundred Seventy-Eight Thousand Seven Hundred Eighty-Six and No/100 (\$2,178,786.00) (“**Acquisition Note**”); (4) a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated September 27, 2024, and recorded in the Official Records on September 27, 2024, as Instrument No. 2024074677, to secure the Acquisition Note; and (5) a Declaration of Restrictions and Affordable Housing Covenants dated September 27, 2024, in favor of City, and recorded in the Official Records on September 27, 2024, as Instrument No. 2024074676. All initially capitalized terms used but not defined in this Second Amendment have the meanings given to those terms in the Agreement.

B. The City has reviewed Borrower's application to increase the amount of the Original Predevelopment Loan and, in reliance on the accuracy of the statements in that application, has agreed to increase the Original Predevelopment Loan by Two Million, Six Hundred Fifty Thousand, Five Hundred Nineteen and No/100 (\$2,650,519.00), for a total predevelopment loan of Seven Million Six Hundred Thirty-Nine Thousand Four Hundred Sixty-Four and No/100 Dollars (\$7,639,464.00) (“**Predevelopment Amount**”) to fund predevelopment activities through construction start. Borrower will deliver to City an amended and restated secured promissory note to evidence the Predevelopment Amount.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in the City Documents, the City and the Borrower agree as follows:

1. Amendments to Agreement. The Agreement is hereby amended as follows:

(a) Cover Page, first paragraph, is hereby amended as follows (additions in double underline; deletions in ~~strikethrough~~):

LOAN AGREEMENT
(CITY AND COUNTY OF SAN FRANCISCO
2019 GENERAL OBLIGATION BOND FOR AFFORDABLE HOUSING,
HOUSING TRUST FUND, 772 MONTGOMERY DONATION,
COMMUNITY DEVELOPMENT BLOCK GRANT, HOME FUNDS)

(b) Cover Page, list of City loan sources of funding and amounts, is hereby amended as follows (additions in double underline; deletions in ~~strikethrough~~):

772 PACIFIC and 758 PACIFIC AVENUE
772 and 758 Pacific Avenue, San Francisco, California 94133
\$7,167,731-9,818,250

(2019 General Obligation Bond - Senior: \$3,000,000
Housing Trust Funds: \$1,936,205
772 Montgomery Donation: \$100,000)
Community Development Block Grant: \$2,131,526
HOME Funds \$2,650,519)

(c) Title on page 1, is hereby amended as follows (additions in double underline; deletions in ~~strikethrough~~):

LOAN AGREEMENT
(City and County of San Francisco
2019 General Obligation Bond for Affordable Housing, Housing Trust Fund,
772 Montgomery Donation, Community Development Block Grant, HOME
Funds)
(772 and 758 Pacific Avenue, San Francisco, California 94133)

(d) Recital E is hereby amended as follows (additions are in double underline, deletions are in ~~strikethrough~~):

E. The Citywide Affordable Housing Loan Committee has reviewed Borrower's application for Funds and, in reliance on the accuracy of the statements in that application, has recommended to the Mayor that the City make a loan of Funds to Borrower (the "Loan") in the total principal amount of Seven Nine Million Eight Hundred Eighteen Thousand Two Hundred Fifty One Hundred Sixty Seven Thousand Seven Hundred Thirty-One and No/100 Dollars (\$7,167,731.00) (9,818,250.00) (the "Funding Amount") under this Agreement to fund certain costs related to the Project. The Funding Amount is comprised of (i) Housing Trust Funds in the amount of One Million Nine Hundred Thirty-Six Thousand Two Hundred Five and No/100 Dollars (\$1,936,205); (ii) 2019 GO Bond funds in the amount of Three Million Dollars (\$3,000,000); (iii) 772 Montgomery Donation funds in the amount of One Hundred Thousand Dollars (\$100,000); ~~and~~ (iv) CDBG funds in the amount of Two Million One Hundred Thirty-One Thousand Five Hundred Twenty-Six and No/100 Dollars (\$2,131,526); and (v) HOME Funds in the amount of Two Million

Six Hundred Fifty Thousand Five Hundred Nineteen and No/100 Dollars (\$2,650,519.00).

(e) Recital F is hereby amended as follows (additions are in double underline, deletions are in ~~strikethrough~~):

F. Up to Two Million One Hundred Seventy-Eight Thousand Seven Hundred Eighty-Six and No/100 Dollars (\$2,178,786.00) (the "Acquisition Amount") of the Funding Amount will be used to repay third-party interim acquisition financing for 758 Pacific Avenue. The remaining ~~Four Million Nine Hundred Eighty-Eight Thousand Nine Hundred Forty-Five Dollars (\$4,988,945.00)~~ Seven Million Six Hundred Thirty Nine Thousand Four Hundred Sixty Four and No/00 Dollars (\$7,639,464.00) of the Funding Amount (the "Predevelopment Amount") will be used to fund certain predevelopment activities related to the Project.

(f) Recital H is hereby added to the Agreement as follows:

H. The City is authorized under a HOME Investment Partnership Agreement with the United States Department of Housing and Urban Development ("HUD"), executed pursuant to Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990 (42 U.S.C. §§ 12701 *et seq.* and 24 CFR §§ 92) to distribute HOME Investment Partnership Program ("HOME") funds under this Agreement (the "HOME Funds") for the specific and special purpose of increasing the housing stock in the City for low- and very low-income persons.

(g) The definitions under Section 1.1 (Defined Terms) of the Agreement are hereby amended as follows (additions are in double underline, deletions are in ~~strikethrough~~):

"Funds" has the meaning set forth in **Recital G**, and shall include the HOME Funds.

"Predevelopment Note" means the second amended and restated promissory note executed by Borrower in favor of the City in the original principal amount of the Predevelopment Amount.

(h) Section 9.3(f) (Additional Federal Requirements) is hereby amended as follows (additions are in double underline, deletions are in ~~strikethrough~~):

(f) Other HUD Requirements. The following federal requirements are applicable to all activities funded under this Agreement:

(i) the requirements of the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards," 2 CFR part 200, relating to allowable costs chargeable to

the Funds and contractual requirements for nonprofit organizations, as applicable; and

(ii) the provisions of 2 CFR part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards," and 24 CFR part 570, "Community Development Block Grants."

(iii) the provisions of 24 CFR part 92, "HOME Investment Partnership Program," and incorporated sections of 2 CFR part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards."

(v) Exhibit B-1 – Table of Sources and Uses of Funds, is deleted in its entirety and replaced with the new Exhibit B-1, attached hereto as Attachment 2.

2. Predevelopment Note. Concurrently herewith, Borrower will execute a Second Amended and Restated Secured Promissory Note (Predevelopment Loan) in favor of the City. A copy of the Second Amended and Restated Secured Promissory Note (Predevelopment Loan) is attached to this Second Amendment as Attachment 5.

3. Representations and Warranties.

(a) All of the representations and warranties made by Borrower to the City in the Agreement and other City Documents continue to be true and complete as of the date of this Second Amendment.

(b) No event has occurred and is continuing that constitutes an event of default or potential event of default under the Agreement, Note, or any other City Documents.

4. Miscellaneous.

(a) References. No reference to this Second Amendment is necessary in any instrument or document at any time referring to the Agreement. Any reference to such documents will be deemed a reference to the Agreement as amended by this Second Amendment.

(b) No Other Amendments. Except as amended by this Second Amendment, the Agreement will remain unmodified and in full force and effect.

(c) Successors and Assigns. The terms, covenants, and conditions contained in this Second Amendment will bind and inure to the benefit of Borrower and the City and, except as otherwise provided herein, their personal representatives and successors and assigns.

(d) Further Instruments. The parties hereto agree to execute such further instruments and to take such further actions as may be reasonably required to carry out the intent of this Second Amendment.

Signatures Appear on Following Page

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment at San Francisco, California as of the date first written above.

THE CITY:

CITY AND COUNTY OF SAN
FRANCISCO, a municipal corporation

By: 
Daniel Laurie
Mayor

CITY AND COUNTY OF SAN
FRANCISCO, a municipal corporation

By: 
Daniel Adams
Director, Mayor's Office of Housing
and Community Development

BORROWER:

NEW ASIA HOUSING, L.P.,
A California limited partnership

By: New Asia Housing LLC.
a California limited liability
corporation
Its: General Partner

By: Chinatown Community Development
Center, a California nonprofit public
benefit corporation
Its: Sole Member/Manager

By: _____
Malcolm Yeung
Executive Director

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

By: 
7C608639D022490
Keith Nagayama
Deputy City Attorney

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By: Chinatown Community Development
Center, a California nonprofit public
benefit corporation
Its: Sole Member/Manager

By: 
Malcolm Yeung
Executive Director

Attachment 1

Exhibit A: Schedules of Income and Rent Restrictions

See Attached.

EXHIBIT A
Schedules of Income and Rent Restrictions

1. **Income and Rent Restrictions.** Maximum rent is 30% of maximum income level. As used in this Agreement, the term "Qualified Tenant" includes each category of Tenant included below, provided that the unit mix for the Project shown below remains subject to adjustment and change approved by MOHCD:

Unit Size	No. of Units	Maximum Income Level	Rental Subsidy
0 BD – Studio (Plus Housing)	3	50% of Median Income	
0 BD – Studio	22	50% of Median Income	LOSP
0 BD - Studio	44	60% of Median Income	SOS
0 BD - Studio	41	60% of Median Income	
Total 0 BD - Studio	110		
1 Bedroom (Plus Housing)	2	50% of Median Income	
1 Bedroom	20	50% of Median Income	LOSP
1 Bedroom	26	60% of Median Income	SOS
1 Bedroom	14	60% of Median Income	
Total 1 Bedroom	64		
2 Bedroom	1	Unrestricted Manager's Unit	
Total 2 Bedroom	1		

All Units will be rented at all times to tenants who are seniors.

Forty-four (44) Units will be made available to the chronically homeless or those at risk of homelessness during the period in which the City's Local Operating Subsidy program is in operation and the City provides such subsidy to the Project under the LOSP Agreement.

Seventy (70) Units will be made available to the seniors with a maximum income of 15% and 25% of Median Income during the period in which the City's Senior Operating Subsidy program is available.

If the LOSP and/or SOS is terminated, discontinued, or reduced at no fault of Borrower with respect to the Project, then the rent restrictions above may be altered but only to the extent necessary for the Project to remain financially feasible, as determined in City's reasonable discretion; provided that:

(a) Borrower diligently pursues an additional or alternative source of income or subsidy acceptable to the City to replace the rental subsidies.

(b) One hundred percent (100%) of the Units formerly assisted under the LOSP and/or SOS must at all times be occupied by Qualified Tenants whose Adjusted Income does not exceed fifty percent (50%) of Median Income and the monthly rent paid by the Qualified Tenants may not exceed (a) thirty percent (30%) of fifty percent (50%) of Median Income, (b) less utility allowance. The maximum initial occupancy income level restrictions when averaged for all Residential Units in the Project may not exceed sixty percent (60%) of Median Income

and subject to any applicable regulatory agreement, restrictive covenant, or other encumbrance. To the extent financially feasible, as mutually determined by the Parties, any such rent increase will be limited to (or will be first implemented with) any vacant units.

In such event, the City will use good faith efforts to meet with Borrower within fifteen (15) days after Borrower's request to meet. The relief provided by the foregoing will not be construed as authorizing Borrower to exceed any income or rent restriction imposed on the Project by CDLAC, CTCAC, or under any other agreement. Borrower covenants and warrants that it will obtain all necessary approvals or relief from any other applicable income or rent limitations before implementing the relief provided in this paragraph.

2. Rent and Utilities. The total amount for rent and utilities (with the maximum allowance for utilities determined by the San Francisco Housing Authority) charged to a Qualified Tenant may not exceed the greater of:

(i) thirty percent (30%) of the applicable maximum income level, adjusted for household size; or

(ii) the tenant paid portion of the contract rent as determined by the San Francisco Housing Authority for Qualified Tenants holding Section 8 vouchers or certificates.

Rents may be increased as permitted pursuant to Section 7.3 of the Agreement.

Attachment 2

Exhibit B-1 – Table of Sources and Uses of Funds

See Attached.

Application Date:	9/24/25	# Units:	175	
Project Name:	772 + 758 Pacific	# Bedrooms:	176	LOSP Project
Project Address:	772 + 758 Pacific Avenue	# Beds:		
Project Sponsor:	Chinatown Community Development Center			

SOURCES	4,100,000	888,945	2,178,786	2,650,519	-	-	Total Sources	9,818,250	Comments
		Relocation, Appraisal, soft Costs Add'l Predev Loan	758 Pacific Ave Land Purchase	3rd Party TBD-Add'l Predev					
Name of Sources: MOHCD/OCII									

USES

ACQUISITION

Acquisition cost or value			2,000,000				2,000,000	
Legal / Closing costs / Broker's Fee			7,679				7,679	
Holding Costs			171,107				171,107	8.55 interest on \$1.25M LOC for over 15 months
Transfer Tax			0				0	
TOTAL ACQUISITION	0	0	2,178,786	0	0	0	2,178,786	

CONSTRUCTION (HARD COSTS)

Unit Construction/Rehab	1,206,079						1,206,079	Include FF&E
Commercial Shell Construction							0	
Demolition							0	
Environmental Remediation							0	
Onsight Improvements/Landscaping							0	
Offsite Improvements							0	
Infrastructure Improvements							0	HOPE SF/OCII costs for streets etc.
Parking							0	
GC Bond Premium/GC Insurance/GC Taxes							0	0.0%
GC Overhead & Profit							0	0.0%
CG General Conditions							0	0.0%
Sub-total Construction Costs	1,206,079	0	0	0	0	0	1,206,079	
Design Contingency (remove at DD)							0	5% up to \$30MM HC, 4% \$30-\$45MM, 3% \$45MM+ 0.0%
Bid Contingency (remove at bid)							0	5% up to \$30MM HC, 4% \$30-\$45MM, 3% \$45MM+ 0.0%
Plan Check Contingency (remove/reduce during Plan Review)							0	4% up to \$30MM HC, 3% \$30-\$45MM, 2% \$45MM+ 0.0%
Hard Cost Construction Contingency							0	5% new construction / 15% rehab 0.0%
Sub-total Construction Contingencies	0	0	0	0	0	0	0	
TOTAL CONSTRUCTION COSTS	1,206,079	0	0	0	0	0	1,206,079	

SOFT COSTS

Architecture & Design

Architect design fees	1,089,125			500,000			1,589,125	See MOHCD A&E Fee Guidelines: http://sfmohcd.org/documents-reports-and-forms
Design Subconsultants to the Architect (incl. Fees)							0	
Architect Construction Admin							0	
Reimbursables							0	
Additional Services							0	
Sub-total Architect Contract	1,089,125	0	0	500,000	0	0	1,589,125	
Other Third Party design consultants (not included under Architect contract)	112,000	50,000		1,581,950			1,743,950	Consultants under Architect and Owner
Total Architecture & Design	1,201,125	50,000	0	2,081,950	0	0	3,333,075	

Engineering & Environmental Studies

Survey	18,000			20,000			38,000	
Geotechnical studies							0	
Phase I & II Reports	50,000						50,000	
CEQA / Environmental Review consultants							0	
NEPA / 106 Review		32,870					32,870	
CNA/PNA (rehab only)							0	
Other environmental consultants							50,000	Name consultants & contract amounts
Total Engineering & Environmental Studies	68,000	32,870	0	70,000	0	0	170,870	

Financing Costs

Construction Financing Costs								
Construction Loan Origination Fee							0	
Construction Loan Interest							0	
Title & Recording							0	
CDLAC & CDIAC fees							0	
Bond Issuer Fees							0	
Other Bond Cost of Issuance							0	
Other Lender Costs (specify)							0	
Sub-total Const. Financing Costs	0	0	0	0	0	0	0	
Permanent Financing Costs								
Permanent Loan Origination Fee							0	
Credit Enhance. & Appl. Fee							0	
Title & Recording							0	
Sub-total Perm. Financing Costs	0	0	0	0	0	0	0	
Total Financing Costs	0	0	0	0	0	0	0	

Legal Costs

Borrower Legal fees	15,000						15,000	
Land Use / CEQA Attorney fees				150,000			150,000	
Tax Credit Counsel	50,000						50,000	
Bond Counsel							0	
Construction Lender Counsel							0	
Permanent Lender Counsel							0	
Other Legal (specify)	6,500			50,000			56,500	
Total Legal Costs	71,500	0	0	200,000	0	0	271,500	

Other Development Costs

Appraisal	7,000	5,000		8,000			20,000	
Market Study	10,000			5,000			15,000	
* Insurance							0	
* Property Taxes							0	
* Accounting / Audit							0	
* Organizational Costs	20,000						20,000	
* Entitlement / Permit Fees	180,169						180,169	Environmental
* Marketing / Rent-Up							0	
* Furnishings							0	\$2,000/unit; See MOHCD U/W Guidelines: http://sfmohcd.org/documents-reports-and-forms
PGE / Utility Fees	300,000						300,000	
TCAC App / Alloc / Monitor Fees	34,152						34,152	
* Financial Consultant fees	85,000						85,000	
Construction Management fees / Owner's Rep	126,000						126,000	
Security during Construction							0	
* Relocation	50,000	801,075		187,319			1,038,394	2 Businesses plus 1 residential unit up top of 758
Other (specify)							0	
Other (specify)							0	
Other (specify)							0	
Total Other Development Costs	812,321	806,075	0	200,319	0	0	1,818,715	

Soft Cost Contingency

Contingency (Arch, Eng, Fin, Legal & Other Dev)	190,975		0	98,250	0	0	289,225	Should be either 10% or 5% of total soft costs.
TOTAL SOFT COSTS	2,343,921	888,945	0	2,650,519	0	0	5,883,385	Total Soft Cost Contingency as % of Total Soft Costs 5.2%

RESERVES

* Operating Reserves							0	
Replacement Reserves							0	
* Tenant Improvements Reserves							0	
Other (specify)							0	
Other (specify)							0	
Other (specify)							0	
TOTAL RESERVES	0	0	0	0	0	0	0	

DEVELOPER COSTS

Developer Fee - Cash-out Paid at Milestones	550,000						550,000	
Developer Fee - Cash-out At Risk							0	
Commercial Developer Fee								
Developer Fee - GP Equity (also show as source)								
Developer Fee - Deferred (also show as source)							0	
Development Consultant Fees							0	Need MOHCD approval for this cost, N/A for most projects
Other (specify)							0	
TOTAL DEVELOPER COSTS	550,000	0	0	0	0	0	550,000	

TOTAL DEVELOPMENT COST

	4,100,000	888,945	2,178,786	2,650,519	0	0	9,818,250	
Development Cost/Unit by Source	23,429	5,080	12,450	15,146	0	0	56,104	
Development Cost/Unit as % of TDC by Source	41.8%	9.1%	22.2%	27.0%	0.0%	0.0%	100.0%	

Acquisition Cost/Unit by Source

	0	0	11,429	0	0	0	11,429	

Construction Cost (inc Const Contingency)/Unit By Source

	6,892	0	0	0	0	0	6,892	

Construction Cost (inc Const Contingency)/SF

	7.95	0.00	0.00	0.00	0.00	0.00	7.95	

*Possible non-eligible GO Bond/COP Amount:

	1,361,079

City Subsidy/Unit

	23,429

Tax Credit Equity Pricing:

	0.93

Construction Bond Amount:

	48,671,348

Construction Loan Term (in months):

	42 months

Construction Loan Interest Rate (as %):

	6.50%

Attachment 3

Exhibit B-2 – Annual Operating Budget

See Attached.

Application Date:	9/24/2025	LOSP Units	Non-LOSP Units	Project Name:	772 + 758 Pacific
Total # Units:	175	44	131	Project Address:	772 + 758 Pacific Avenue
First Year of Operations (provide data assuming that Year 1 is a full year, i.e. 12 months of operations):	2029	LOSP/non-LOSP Allocation		Project Sponsor:	Chinatown Community Development Center
		25%	75%		Correct errors noted in Col N!

INCOME	LOSP	non-LOSP	Total	Comments	
Residential - Tenant Rents	118,800	1,426,860	1,545,660	Links from 'New Proj - Rent & Unit Mix' Worksheet	
Residential - Tenant Assistance Payments (SOS Payments)		964,272	964,272	Comments	
Residential - Tenant Assistance Payments (Other Non-LOSP)	0	0	0	Links from 'New Proj - Rent & Unit Mix' Worksheet	
Residential - LOSP Tenant Assistance Payments	773,286		773,286		
Commercial Space			0	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 0%	
Residential Parking	0	0	0	Links from 'Utilities & Other Income' Worksheet	
Miscellaneous Rent Income	0	0	0	Links from 'Utilities & Other Income' Worksheet	
Supportive Services Income	0	0			
Interest Income - Project Operations	0	0	0	Links from 'Utilities & Other Income' Worksheet	
Laundry and Vending	2,298	6,894	9,192	Links from 'Utilities & Other Income' Worksheet	
Tenant Charges	0	0	0	Links from 'Utilities & Other Income' Worksheet	
Miscellaneous Residential Income	0	0	0	Links from 'Utilities & Other Income' Worksheet	
Other Commercial Income			0	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 0%	
Withdrawal from Capitalized Reserve (deposit to operating account)	0	0			
Gross Potential Income	894,384	2,398,026	3,292,410	Vacancy Formulas use percentages entered in cells G25-26; can be overridden, use negative #s!	
Vacancy Loss - Residential - Tenant Rents	(5,940)	(71,343)	(77,283)	5%	Vacancy loss is 5% of Tenant Rents.
Vacancy Loss - Residential - Tenant Assistance Payments	0	(48,214)	(48,214)	5%	#DIV/0!
Vacancy Loss - Commercial			0	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 0%	
EFFECTIVE GROSS INCOME	888,444	2,278,469	3,166,914	PUPA: 18,097	

OPERATING EXPENSES

Management				
Management Fee	35,700	107,100	142,800	
Asset Management Fee	6,503	19,508	26,010	
Sub-total Management Expenses	42,203	126,608	168,810	PUPA: 965

Salaries/Benefits				
Office Salaries	50,867	152,600	203,466	Links from 'Staffing' Worksheet
Manager's Salary	19,240	57,720	76,960	Links from 'Staffing' Worksheet
Health Insurance and Other Benefits	45,374	136,121	181,495	Health Insurance & 403b Employer Contribution (minus desk clerk benefits)
Other Salaries/Benefits	234,350	78,117	312,466	24/7 Desk Clerk Payroll & Benefits+payroll tax
Administrative Rent-Free Unit	3,237	9,711	12,948	
Sub-total Salaries/Benefits	353,067	434,268	787,335	PUPA: 4,499

Administration				
Advertising and Marketing	533	1,599	2,132	
Office Expenses	15,371	46,114	61,485	Office Supplies, Computer Services, Telephone
Office Rent	0	0		
Legal Expense - Property	7,507	22,520	30,026	
Audit Expense	6,922	20,765	27,687	
Bookkeeping/Accounting Services	4,988	14,963	19,950	
Bad Debts	548	1,643	2,191	
Miscellaneous	5,135	15,406	20,541	
Sub-total Administration Expenses	41,003	123,009	164,012	PUPA: 937

Utilities				
Electricity	34,758	104,274	139,032	
Water	25,271	75,812	101,082	
Gas	0	0	0	
Sewer	29,491	88,472	117,963	
Sub-total Utilities	89,519	268,558	358,077	PUPA: 2,046

Taxes and Licenses				
Real Estate Taxes	2,500	7,500	10,000	
Payroll Taxes	9,628	28,883	38,510	FICA
Miscellaneous Taxes, Licenses and Permits	4,711	14,134	18,845	
Sub-total Taxes and Licenses	16,839	50,516	67,355	PUPA: 385

Insurance				
Property and Liability Insurance	76,767	230,302	307,069	
Fidelity Bond Insurance	0	0		
Worker's Compensation	6,031	18,094	24,125	(1)Sr. Prop Manager, (2) Asst Prop Managers, (1) Admin Asst, (2.5) Maint Tech, (1) Maint
Director's & Officers' Liability Insurance	0	0		
Sub-total Insurance	82,799	248,396	331,194	PUPA: 1,893

Maintenance & Repair				
Payroll	55,744	167,231	222,975	Links from 'Staffing' Worksheet
Supplies	10,083	30,250	40,333	Janitorial, Repairs, Decorating
Contracts	109,674	329,021	438,695	Janitorial, Exterminating, Security, Grounds, Repairs, Elevator, Decorating, Misc Maint.
Garbage and Trash Removal	18,670	56,011	74,681	
Security Payroll/Contract	0	0	0	Links from 'Staffing' Worksheet
HVAC Repairs and Maintenance	0	0		
Vehicle and Maintenance Equipment Operation and Repairs	0	0		
Miscellaneous Operating and Maintenance Expenses	0	0		
Sub-total Maintenance & Repair Expenses	194,171	582,513	776,684	PUPA: 4,438

Supportive Services	0	226,986	226,986	Links from 'Staffing' Worksheet
Commercial Expenses			0	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 0%

TOTAL OPERATING EXPENSES	819,600	2,060,853	2,880,453	PUPA: 16,460

Reserves/Ground Lease Base Rent/Bond Fees				
Ground Lease Base Rent	3,775	11,325	15,100	Ground lease with MOHCD
Bond Monitoring Fee	625	1,875	2,500	Provide additional comments here, if needed.
Replacement Reserve Deposit	21,875	65,625	87,500	\$500 PUPY
Operating Reserve Deposit	0	0		
Other Required Reserve 1 Deposit	0	0		
Other Required Reserve 2 Deposit	0	0		
Required Reserve Deposit/s, Commercial			0	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 0%

Sub-total Reserves/Ground Lease Base Rent/Bond Fees	26,275	78,825	105,100	PUPA: 601	Min DSCR: 1.15
TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond	845,875	2,139,678	2,985,553	PUPA: 17,060	Mortgage Rate: 5.00%
					Term (Years): 30
					Supportable 1st Mortgage Pmt: 40,835
NET OPERATING INCOME (INCOME minus OP EXPENSES)	42,570	138,791	181,361	PUPA: 1,036	Supportable 1st Mortgage Amt: \$633,906
					Proposed 1st Mortgage Amt: \$53,750,925

DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loans)				
Hard Debt - First Lender	0	0	0	
Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd L	33,600	100,800	134,400	HCD MHP
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)	0	0	0	Provide additional comments here, if needed.
Hard Debt - Fourth Lender	0	0	0	Provide additional comments here, if needed.
Commercial Hard Debt Service			0	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 0%
TOTAL HARD DEBT SERVICE	33,600	100,800	134,400	PUPA: 768

CASH FLOW (NOI minus DEBT SERVICE)	8,970	37,991	46,961	
Commercial Only Cash Flow			0	
Allocation of Commercial Surplus to LOPS/non-LOSP (residual income	0	0		

AVAILABLE CASH FLOW8,97037,99146,961

USES OF CASH FLOW BELOW (This row also shows DSCR.)1.35

USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL

"Below-the-line" Asset Mgt fee (uncommon in new projects, see policy)	0	0		
Partnership Management Fee (see policy for limits)	7,720	23,159	30,878	
Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits)	1,250	3,750	5,000	
Other Payments	0	0		
Non-amortizing Loan Pmnt - Lender 1 (select lender in comments field)	0	0		Provide additional comments here, if needed.
Non-amortizing Loan Pmnt - Lender 2 (select lender in comments field)	0	0		Provide additional comments here, if needed.
Deferred Developer Fee (Enter amt <= Max Fee from cell I130)	0	5,541	5,541	Def. Develop. Fee split: 50% Provide additional comments here, if needed.

TOTAL PAYMENTS PRECEDING MOHCD8,97032,45041,419PUPA: 237

RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS)05,5425,542

Residpt Receipts Calculation

Does Project have a MOHCD Residual Receipt Obligation?	Yes	Project has MOHCD ground lease?	Yes
Will Project Defer Developer Fee?	Yes		
Max Deferred Developer Fee/Borrower % of Residual Receipts in Yr 1:	50%	Max Deferred Developer Fee Amt (Use for data entry above. Do not link.):	5,541
% of Residual Receipts available for distribution to soft debt lenders ir	50%		

Soft Debt Lenders with Residual Receipts Obligations	(Select lender name/program from drop down)	Total Principal Amt	Distrib. of Soft Debt Loans
MOHCD/OCII - Soft Debt Loans	All MOHCD/OCII Loans payable from res. rects	\$53,750,925	61.48%
MOHCD/OCII - Ground Lease Value or Land Acq Cost	Acquisition Cost	\$1,681,164	1.92%
HCD (soft debt loan) - Lender 3	HCD MHP	\$32,000,000	36.60%
Other Soft Debt Lender - Lender 4			0.00%
Other Soft Debt Lender - Lender 5			0.00%

MOHCD RESIDUAL RECEIPTS DEBT SERVICE

MOHCD Residual Receipts Amount Due		3,513	3,513	50% of residual receipts, multiplied by 63.4% -- MOHCD's pro rata share of all soft debt
Proposed MOHCD Residual Receipts Amount to Loan Repayment		3,513	3,513	Enter/override amount of residual receipts proposed for loan repayment.
Proposed MOHCD Residual Receipts Amount to Residual Ground Leas		0	0	If applicable, MOHCD residual receipts amt due LESS amt proposed for loan repymt.

REMAINING BALANCE AFTER MOHCD RESIDUAL RECEIPTS2,028

NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE

HCD Residual Receipts Amount Due		2,028	50% of residual receipts, multiplied by 36.6% -- HCD MHP's pro rata share of all soft debt
Lender 4 Residual Receipts Due		0	
Lender 5 Residual Receipts Due		0	

Total Non-MOHCD Residual Receipts Debt Service2,028

REMAINDER (Should be zero unless there are distributions below)

Owner Distributions/Incentive Management Fee		0	
Other Distributions/Uses		0	
Final Balance (should be zero)		0	

Attachment 4

Exhibit B-3 – 20 Year Cash Flow Proforma

See Attached.

772 + 758 Pacific

Total # Units:			LOSP Units		Non-LOSP Units		Year 1			Year 2			Year 3			Year 4			Year 5			Year 6			Year 7			Year 8			Year 9			Year 10			Year 11			LOSP																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
			44	137	2029			2030			2031			2032			2033			2034			2035			2036			2037			2038			2039																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
			25.00%	75.00%	% annual inc LOSP	% annual increase	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
INCOME							1.0%	2.5%	118,800	1,426,860	1,545,660	964,272	119,988	1,462,532	1,582,520	1,002,843	121,188	1,499,095	1,620,283	1,042,957	122,400	1,536,572	1,658,972	1,084,675	123,624	1,574,966	1,698,610	1,128,062	124,860	1,614,361	1,738,221	1,173,184	126,109	1,654,720	1,780,829	1,220,112	127,370	1,696,088	1,823,458	1,268,916	128,643	1,738,490	1,867,134	1,319,673	129,930	1,781,953	1,911,882	1,372,460	131,229	1,826,501	1,967,731	1,427,358	132,541																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
Residential - Tenant Rents							-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

772 + 758 Pacific

Total # Units:		LOSP Units		Non-LOSP Units		Year 12			Year 13			Year 14			Year 15			Year 16			Year 17			Year 18			Year 19			Year 20		
		44	175	131		2040		2041		2042		2043		2044		2045		2046		2047		2048		2049		2050		2051				
		25.00%	75.00%																													
		% annual inc LOSP	% annual increase			non-LOSP	Total		LOSP	non-LOSP	Total		LOSP	non-LOSP	Total		LOSP	non-LOSP	Total		LOSP	non-LOSP	Total		LOSP	non-LOSP	Total		LOSP	non-LOSP	Total	
INCOME		1.0%	2.5%			1,872,164	2,004,702		133,867	1,918,968	2,052,835		135,205	1,966,942	2,102,148		136,558	2,016,116	2,152,673		137,923	2,066,519	2,204,442		139,302	2,118,182	2,257,484		140,695	2,171,136	2,311,832	
Residential - SOS Payments		4.0%	4.0%			-	1,484,452		-	-	1,543,831		-	-	1,605,584		-	-	1,669,807		-	-	1,736,599		-	-	1,806,063		-	-	1,878,306	
Residential - Tenant Assistance Payments (Other Non-LOSP)		n/a	n/a			-	-		-	-	-		-	-	-		-	-	-		-	-	-		-	-	-		-	-	-	
Residential - LOSP Tenant Assistance Payments		n/a	n/a			-	1,140,057		1,180,997	-	1,180,997		1,223,403	-	1,223,403		1,267,325	-	1,267,325		1,312,818	-	1,312,818		1,359,936	-	1,359,936		1,408,737	-	1,408,737	1,459,280
Commercial Space		n/a	3.0%			-	-		-	-	-		-	-	-		-	-	-		-	-	-		-	-	-		-	-	-	
Other Income						-	-		-	-	-		-	-	-		-	-	-		-	-	-		-	-	-		-	-	-	
Gross Potential Income						3,365,662	4,641,275		1,317,955	3,472,070	4,790,025		1,361,776	3,582,029	4,943,806		1,407,130	3,695,664	5,102,794		1,454,069	3,813,103	5,267,172		1,502,650	3,934,479	5,437,129		1,552,929	4,059,332	5,612,862	
Vacancy Loss - Residential - Tenant Rents		n/a	n/a			(93,608)	(100,235)		(6,893)	(95,948)	(102,642)		(6,780)	(98,347)	(105,107)		(6,828)	(100,806)	(107,634)		(6,896)	(103,326)	(110,222)		(6,965)	(105,909)	(112,874)		(7,035)	(108,557)	(115,952)	
Vacancy Loss - Residential - Tenant Assistance Payments		n/a	n/a			(74,223)	(74,223)		-	(77,192)	(77,192)		-	(80,279)	(80,279)		-	(83,490)	(83,490)		-	(86,830)	(86,830)		-	(90,303)	(90,303)		-	(93,915)	(93,915)	
Vacancy Loss - Commercial		n/a	n/a			-	-		-	-	-		-	-	-		-	-	-		-	-	-		-	-	-		-	-	-	
EFFECTIVE GROSS INCOME						3,197,831	4,466,817		1,311,261	3,298,930	4,610,192		1,355,016	3,403,403	4,758,419		1,400,302	3,511,368	4,911,670		1,447,173	3,622,947	5,070,120		1,495,685	3,738,267	5,233,952		1,545,895	3,857,460	5,403,355	
OPERATING EXPENSES																																
Management		3.5%	3.5%			184,843	246,457		63,771	191,313	255,084		66,003	198,009	264,011		68,313	204,939	273,252		70,704	212,112	282,816		73,179	219,536	292,714		75,740	227,219	302,959	
Salaries/Benefits		3.5%	3.5%			634,018	1,149,485		533,508	656,209	1,189,717		552,181	679,176	1,231,357		571,507	702,948	1,274,455		591,510	727,551	1,319,061		612,213	753,015	1,365,228		633,640	779,371	1,413,011	
Administration		3.5%	3.5%			179,589	239,453		61,958	185,875	247,833		64,127	192,381	258,508		66,371	199,114	265,485		68,694	206,083	274,777		71,059	213,296	284,356		73,587	220,761	294,348	
Utilities		3.5%	3.5%			392,086	522,782		135,270	405,809	541,079		140,004	420,013	560,017		144,904	434,713	579,617		149,976	449,928	599,904		155,225	465,675	620,901		160,658	481,974	642,632	
Taxes and Licenses		3.5%	3.5%			73,752	98,336		25,445	76,334	101,778		26,335	79,005	105,340		27,257	81,770	109,027		28,211	84,632	112,843		29,198	87,594	116,793		30,220	90,660	120,880	
Insurance		3.5%	3.5%			362,650	483,533		125,114	375,343	500,457		129,493	388,480	517,973		134,025	402,078	536,102		138,716	416,149	554,865		143,571	430,714	574,286		148,596	445,789	594,386	
Maintenance & Repair		3.5%	3.5%			890,451	1,133,935		293,406	880,217	1,173,623		911,025	1,214,700	1,541,700		942,911	1,257,214	1,619,214		975,912	1,301,217	1,686,912		1,010,069	1,346,759	1,719,912		1,045,422	1,393,896	1,869,912	
Supportive Services		3.5%	3.5%			331,393	331,393		-	342,991	342,991		-	354,996	354,996		-	367,421	367,421		-	380,281	380,281		-	395,591	395,591		-	407,566	407,566	
Commercial Expenses						-	-		-	-	-		-	-	-		-	-	-		-	-	-		-	-	-		-	-	-	
TOTAL OPERATING EXPENSES						3,008,783	4,205,374		1,238,471	3,114,091	4,352,562		1,281,818	3,223,084	4,504,902		1,326,682	3,335,892	4,662,573		1,373,115	3,452,648	4,825,764		1,421,175	3,573,491	4,994,665		1,470,916	3,698,563	5,169,479	
PUPA (w/o Reserves/GL Base Rent/Bond Fees)																																
Reserves/Ground Lease Base Rent/Bond Fees																																
Ground Lease Base Rent						11325	15,100		3775	11325	15,100		3775	11325	15,100		3775	11325	15,100		3775	11325	15,100		3775	11325	15,100		3775	11325	15,100	
Bond Monitoring Fee						1875	2,500		625	1875	2,500		625	1875	2,500		625	1875	2,500		625	1875	2,500		625	1875	2,500		625	1875	2,500	
Replacement Reserve Deposit						65625	87,500		21875	65625	87,500		21875	65625	87,500		21875	65625	87,500		21875	65625	87,500		21875	65625	87,500		21875	65625	87,500	
Operating Reserve Deposit						0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0	
Other Required Reserve 1 Deposit						0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0	
Other Required Reserve 2 Deposit						0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0	
Required Reserve Deposits/ Commercial						0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0	
Sub-total Reserves/Ground Lease Base Rent/Bond Fees						78,825	105,100		26,275	78,825	105,100		26,275	78,825	105,100		26,275	78,825	105,100		26,275	78,825	105,100		26,275	78,825	105,100		26,275	78,825	105,100	
TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees)						3,087,608	4,310,474		1,264,746	3,192,916	4,457,662		1,308,093	3,301,909	4,610,002		1,352,957	3,414,717	4,767,673		1,399,390	3,531,473	4,930,864		1,447,450	3,652,316	5,099,765		1,497,191	3,777,388	5,274,679	
PUPA (w/ Reserves/GL Base Rent/Bond Fees)																																
NET OPERATING INCOME (INCOME minus OP EXPENSES)						110,223	156,343		46,515	106,015	152,529		46,923	101,494	148,417		47,346	96,651	143,996		47,783	91,474	139,257		48,236	85,951	134,187		48,704	80,072	128,776	
DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loans)																																
Hard Debt - First Lender						-	-		-	-	-		-	-	-		-	-	-		-	-	-		-	-	-		-	-	-	
Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Lender)						100,800	134,400		33,600	100,800	134,400		33,600	100,800	134,400		33,600	100,800	134,400		33,600	100,800	134,400		33,600	100,800	134,400		33,600	100,800	134,400	
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)						-	-		-	-	-		-	-	-		-	-	-		-	-	-		-	-	-		-	-	-	
Hard Debt - Fourth Lender						-	-		-	-	-		-	-	-		-	-	-		-	-	-		-	-	-		-	-	-	
Commercial Hard Debt Service						-	-		-	-	-		-	-	-		-	-	-		-	-	-		-	-	-		-	-	-	
TOTAL HARD DEBT SERVICE						100,800	134,400		33,600	100,800	134,400		33,600	100,800	134,400		33,600	100,800	134,400		33,600	100,800	134,400		33,600	100,800	134,400		33,600	100,800	134,400	
CASH FLOW (NOI minus DEBT SERVICE)						9,423	21,943		12,915	5,215	18,129		13,323	694	14,017		13,746	(4,149)	9,596		14,183	(9,326)	4,857		14,636	(14,849)	(213)		15,104	(20,728)	(5,624)	
USES OF CASH FLOW BELOW (This row also shows DSCR.)																																
USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL																																
Deferred Developer Fee (Enter amt <= Max Fee from row 131)						-	-		-	-	-		-	-	-		-	-	-		-	-	-		-	-	-		-	-	-	
"Below-the-line" Asset Mgt fee (uncommon in new projects, see policy)		3.5%	3.5%			-	-		-	-	-		-	-	-		-	-	-		-	-	-		-	-	-		-	-	-	
Partnership Management Fee (see policy for limits)		3.5%	3.5%			33,811	45,081		11,665	34,994	46,659		12,073	36,219	48,292		12,496	37,487	49,962		12,933	38,799	51,731		13,386	40,157	53,542		13,854	41,562	55,416	
Operator Service Fee (aka "LP Asset Mgt Fee") (see policy for limits)						3,750	5,000		1,250	3,750	5,000		1,250	3,750	5,000		1,250	3,750	5,000		1,250	3,750	5,000		1,250	3,750	5,000		1,250	3,750	5,000	
Other Payments						-	-		-	-	-		-	-	-		-	-	-		-	-	-		-	-	-		-	-	-	
Non-amortizing Loan Pmtnt - Lender 1						-	-		-	-	-		-	-	-		-	-	-		-	-	-</									

Attachment 5

Amended and Restated Secured Promissory Note
(Predevelopment Loan)

See Attached.

**SECOND AMENDED AND RESTATED
SECURED PROMISSORY NOTE**

(2019 General Obligation Bond for Affordable Housing, Housing Trust Fund,
722 Montgomery Donation, HOME Funds)
(Predevelopment Loan)

Principal Amount: \$7,167,731.00

San Francisco, CA

Date: December _____, 2025

FOR VALUE RECEIVED, the undersigned, **NEW ASIA HOUSING, L.P.**, a California limited partnership ("Maker"), hereby promises to pay to the order of the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation, or holder (as the case may be, "Holder"), the principal sum of Seven Million One Hundred Sixty-Seven Thousand Seven Hundred Thirty-One and No/100 Dollars (\$7,167,731.00) (the "Funding Amount"), or so much of the Funding Amount as may be disbursed from time to time pursuant to the Agreement described in **Section 1** below, together with interest thereon, as provided in this Note.

1. Agreement.

1.1 Holder previously made a predevelopment loan to Maker in the amount of Four Million Nine Hundred Eight-Eight Thousand Nine Hundred Forty-Five and No/100 (\$4,988,945.00) ("Original Predevelopment Amount") as evidenced by the following: (a) Loan Agreement by and between Maker and Holder dated as of August 10, 2022, as amended by that certain First Amendment to Loan Agreement dated as of August 20, 2024 ("Original Loan Agreement"), and (b) Amended and Restated Secured Promissory Note dated as of August 20, 2024, made by Maker to the order of Holder, in the principal amount of the Original Predevelopment Amount ("Original Predevelopment Note"). Holder has agreed to increase the predevelopment loan to Maker by \$2,650,519.00.

1.2 This Second Amended and Restated Secured Promissory Note (this "Note") is given under the terms of the Original Loan Agreement, as further amended by that certain Second Amendment to Loan Agreement dated as of the date set forth above (collectively, the "Agreement"), which Agreement is incorporated herein by reference. This Note amends, restates, and replaces in its entirety the Original Note. Maker's obligations under this Note and the Agreement are secured by the pledge of Work Product contained in the Agreement and, if Maker (or its affiliate) acquires Control of the Site, by that certain Deed Of Trust, Assignment Of Rents, Security Agreement And Fixture Filing to be recorded pursuant to the Agreement, made by Maker for the benefit of Holder. Definitions and rules of interpretation set forth in the Agreement apply to this Note. In the event of any inconsistency between the Agreement and this Note, this Note will control. Upon execution of this Note, the Original Predevelopment Note will be cancelled and returned to Maker.

2. Interest. Interest will accrue on the principal balance outstanding under this Note from time to time at the rate of Three percent (3%) per annum, simple interest, from the date of disbursement of funds by Holder through the date of full payment of all amounts owing under the City Documents, provided, however, that prior to the date Maker acquires Control of the Site, the Director of MOHCD will have the right, in his or her reasonable discretion, to reduce the interest rate to as low as zero percent (0%) upon receipt of adequate documentation supporting the need for such reduction in order to make the Project financially feasible. Interest will be

calculated on the basis of actual days elapsed and a 360-day year, which will result in higher interest charges than if a 365-day year were used. As of the date first written December 11, 2025, the outstanding interest is \$91,284.40.

3. Default Interest Rate. Upon the occurrence of an Event of Default under any City Document, interest will be deemed to have accrued on the outstanding principal balance of the Loan at a compounded annual rate equal to the lesser of: (a) ten percent (10%); or (b) the maximum lawful rate of interest, commencing on the date of the Event of Default through the earlier of: (x) the date on which the Event of Default is cured; or (y) the date on which all amounts due under the City Documents are paid to Holder. Maker acknowledges and agrees that the default interest that must be paid in the event of an Event of Default pursuant to this Section represents a reasonable sum considering all the circumstances existing on the date of this Note and represents a fair and reasonable estimate of the costs that will be sustained by Holder if Maker defaults. Maker further agrees that proof of actual damages would be costly and inconvenient and that default interest will be paid without prejudice to Holder's right to collect any other amounts to be paid or to exercise any of its other rights or remedies under any City Document.

4. Repayment of Funding Amount.

4.1 Subject to Section 13.4 of the Agreement, Maker must make annual payments of principal and interest (each, a "Payment") in an amount equal to the Residual Receipts, if any, attributable to the prior calendar year, beginning on the first June 30th after the end of the calendar year of the Completion Date, and continuing each June 30th thereafter up to and including the Maturity Date, as defined below (each, a "Payment Date"). All Payments will be applied to the following in the following order: (a) costs and fees incurred and unpaid; (b) accrued and unpaid interest; and (c) reduction of the principal balance of the Loan. The unpaid principal balance of the Loan, together with all accrued and unpaid interest and unpaid costs and fees incurred, will be due and payable on the date that is the later of (a) the Fifty Seventh (57th) anniversary of the date the Deed of Trust is recorded in the Recorder's Office of San Francisco County or (b) the Fifty-Fifth (55th) anniversary of the Conversion Date (the "Maturity Date"), provided however that if Maker fails to acquire Control of the Site on or before June 1, 2030 (the "Outside Acquisition Date"), the Maturity Date shall be the Outside Acquisition Date. The City may agree to extend the Outside Acquisition Date in its sole and absolute discretion. Notwithstanding the foregoing, if Maker's failure to acquire Control of the Site by the Outside Acquisition Date is not caused by Maker's acts or omissions, whether direct or indirect, and if Maker has acted in good faith and no event has occurred and is continuing that constitutes an Event of Default or, with the passage of time would become an Event of Default under any of the City Documents, then in such an event, Maker will deliver to City all of the Work Product, the Note will be deemed satisfied in full and Maker will be deemed to be released from all obligation or liability with respect to this Agreement and the Loan. Any Payment Date, including any Excess Proceeds Payment Date and the Maturity Date, that falls on a weekend or holiday will be deemed to fall on the next succeeding business day.

4.2 Subject to Section 13.4 of the Agreement, Maker must make payments of principal and interest (each, an "Excess Proceeds Payment") in an amount equal to the Excess Proceeds, if any, on the date that is thirty (30) days after the later of the date on which Maker receives its Form 8609 from the California Tax Credit Allocation Committee or the date on which Maker receives Excess Proceeds from its limited partner or other financing sources (the "Excess Proceeds Payment Date"). All Excess Proceeds Payments will be applied to the following in the following order: (a) costs and fees incurred and unpaid; (b) accrued and unpaid interest; and (c) reduction of the principal balance of the Loan.

5. Security. Maker's obligations under this Note are secured by the pledge of Work Product and, if Maker (or its affiliate) acquires Control of the Site, by the Deed of Trust.

6. Terms of Payment.

6.1 All Payments must be made in currency of the United States of America then lawful for payment of public and private debts.

6.2 All Payments must be made payable to Holder and mailed or delivered in person to Holder's office at One South Van Ness Avenue, 5th Floor, San Francisco, CA 94103, or to any other place Holder from time to time designates.

6.3 In no event will Maker be obligated under the terms of this Note to pay interest exceeding the lawful rate. Accordingly, if the payment of any sum by Maker pursuant to the terms of this Note would result in the payment of interest exceeding the amount that Holder may charge legally under applicable state and/or federal law, the amount by which the payment exceeds the amount payable at the lawful interest rate will be deducted automatically from the principal balance owing under this Note.

6.4 Maker waives the right to designate how Payments will be applied pursuant to California Civil Code Sections 1479 and 2822. Holder will have the right in its sole discretion to determine the order and method of application of Payments to obligations under this Note.

6.5 Except as otherwise set forth herein or in the Agreement, no prepayment of this Note shall be permitted without Holder's prior written consent.

7. Default.

7.1 Any of the following will constitute an Event of Default under this Note:

(a) Maker fails to make any Payment required under this Note within ten (10) days of the date it is due; or

(b) the occurrence of any other Event of Default under the Agreement or other instrument securing the obligations of Maker under this Note or under any other agreement between Maker and Holder with respect to the Project.

7.2 Upon the occurrence of any Event of Default, without notice to or demand upon Maker, which are expressly waived by Maker (except for notices or demands otherwise required by applicable laws to the extent not effectively waived by Maker and any notices or demands specified in the City Documents), Holder may exercise all rights and remedies available under this Note, the Agreement or otherwise available to Holder at law or in equity. Maker acknowledges and agrees that Holder's remedies include the right to accelerate the Maturity Date by declaring the outstanding principal balance of the Loan, together with all accrued and unpaid interest and unpaid fees and costs incurred, due and payable immediately, in which case, the Maturity Date will be superseded and replaced by the date established by Holder.

7.3 Subject to this Section, Holder will not seek or obtain judgment against Maker for the payment of any amounts due under this Note following a judicial or nonjudicial foreclosure of the Deed of Trust, and Holder's sole recourse against Maker for any default under this Note will be limited to the collateral for the Loan, *provided, however*, that this Section will be deemed void and of no effect if Maker challenges Holder's right to foreclose following an Event of Default in any legal proceeding on the grounds that the City Documents are not valid and enforceable under California law. This provision does not limit in any way Holder's right to recover sums arising under any obligation of Maker to indemnify Holder of sums incurred by Holder as a result of Maker's fraud, willful misrepresentation, misapplication of funds (including

Loan Funds and Rents (as defined in the Deed of Trust)), waste or negligent or intentional damage to the collateral for the Loan.

8. Waivers.

8.1 Maker expressly agrees that the term of this Note or the date of any payment due hereunder may be extended from time to time with Holder's consent, and that Holder may accept further security or release any security for this Note, all without in any way affecting the liability of Maker.

8.2 No extension of time for any Payment made by agreement by Holder with any person now or hereafter liable for the payment of this Note will operate to release, discharge, modify, change or affect the original liability of Maker under this Note, either in whole or in part.

8.3 The obligations of Maker under this Note are absolute, and Maker waives any and all rights to offset, deduct or withhold any Payments or charges due under this Note for any reason whatsoever.

9. Miscellaneous Provisions.

9.1 All notices to Holder or Maker must be given in the manner and at the addresses set forth in the Agreement, or to the addresses Holder and/or Maker hereafter designate in accordance with the Agreement.

9.2 In the event of any legal proceedings arising from the enforcement of or a default under this Note or in any bankruptcy proceeding of Maker, the non-prevailing party promises to pay all reasonable costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the proceeding, as provided in the Agreement.

9.3 This Note may be amended only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

9.4 This Note is governed by and must be construed in accordance with the laws of the State of California, without regard to the choice of law rules of the State.

9.5 Time is of the essence in the performance of any obligations hereunder.

Remainder of Page Intentionally Left Blank; Signatures Appear On Following Page

“MAKER”

NEW ASIA HOUSING, L.P.,
A California limited partnership

By: New Asia Housing LLC.
a California limited liability
corporation

Its: General Partner

By: Chinatown Community Development
Center, a California nonprofit public
benefit corporation
Its: Sole Member/Manager

By: _____
Malcolm Yeung
Executive Director

EXHIBIT A
(Legal Description of the Property)

THE FOLLOWING LAND SITUATED IN THE CITY OF SAN FRANCISCO,
COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS
FOLLOWS:

Beginning at a point on the Northerly line of Pacific Avenue, distant thereon 137 feet and 6 inches Easterly from the Easterly line of Stockton Street; running thence Easterly along said line of Pacific Avenue 20 feet to a point distant thereon 42 feet Westerly from the Westerly line of Pelton Place; thence at a right angle Northerly 97 feet and 6 inches; thence at a right angle Westerly 20 feet; thence at a right angle Southerly 97 feet and 6 inches to the point of beginning.

Being a portion of 50 Vara Block No. 110.

Assessor's Lot: 014; Block: 0161

Street Address:
758 Pacific Avenue, San Francisco, CA 94133

Free Recording Requested Pursuant to
Government Code Section 27383 and 27388.1

When recorded, mail to:
Mayor's Office of Housing and Community Development
of the City and County of San Francisco
1 South Van Ness Avenue, 5th Floor
San Francisco, California 94103
Attn: Agnes DeFiesta
Block: 0161 Lot: 014

-----Space Above This Line for Recorder's Use-----

**DEED OF TRUST, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**
(Property Address: 758 Pacific Avenue, San Francisco, CA 94133)

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("Deed of Trust") is made as of September 27, 2024, by **NEW ASIA HOUSING, L.P.**, a California limited partnership ("Trustor"), whose address is 615 Grant Avenue, San Francisco, California 94108, to **OLD REPUBLIC TITLE COMPANY**, a California Corporation ("Trustee"), whose address is 275 Battery Street, Suite 1500, San Francisco, California, 94111, for the benefit of the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation, represented by the Mayor, acting through the Mayor's Office of Housing and Community Development ("Beneficiary"). This Deed of Trust is executed pursuant to a Loan Agreement by and between Trustor and Beneficiary dated as of August 10, 2022, as amended by that certain First Amendment to Loan Agreement dated on or about the date hereof, as it may be further amended from time to time (collectively, the "Agreement"), the provisions of which are incorporated herein by reference. Definitions and rules of interpretation set forth in the Agreement apply to this Deed of Trust.

1. Grant in Trust. For valuable consideration, Trustor hereby grants, transfers and assigns to Trustee, in trust, with power of sale, for the benefit of Beneficiary, all right, title and interest Trustor now has or may have in the future in the following (all or any part of the following, or any interest in all or any part of it, as the context requires, the "Property"):

(a) that real property situated in the City and County of San Francisco, State of California, described in **Exhibit A** attached hereto and incorporated herein by reference (the "Land"), on which Trustor intends to construct up to 175 units of multifamily rental housing development, subject to the San Francisco Planning Department's and MOHCD's feasibility determination, affordable to low-income senior households, including a commercial shell of a banquet hall and/or other compatible uses (the "Commercial Space") which will collectively be known as 772 + 758 Pacific (the "Project"); and

(b) all buildings, structures and other improvements now or in the future located or to be constructed on the Land (the "Improvements"); and

(c) all existing and future leases, subleases, tenancies, subtenancies, licenses, occupancy agreements and concessions, and any guarantees thereof ("Leases") relating to the use and enjoyment of all or any part of the Land and Improvements, and any and all guaranties and other agreements relating to or made in connection with any of the Leases; and

(d) except for personal property and removable fixtures installed by tenants or subtenants, all goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Land and Improvements, whether stored on the Land or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment, all of which will be considered to the fullest extent of the law to be real property for purposes of this Deed of Trust; and

(e) all building materials, equipment, work in process or other personal property of any kind, whether stored on the Land or elsewhere, that have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Land or Improvements; and

(f) all Loan funds, whether disbursed or not, and all funds now or in the future on deposit in the Replacement Reserve Account, the Operating Reserve Account and any other account required or authorized for the Project; and

(g) all proceeds, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Land, Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements; and

(h) all books and records pertaining to any and all of the property described above, including records relating to tenants under any Leases, the qualifications of any tenants and any certificates, vouchers and other documents in any way related thereto and records relating to the application and allocation of any federal, state or local tax credits or benefits; and

(i) all rents, revenues, issues, royalties, proceeds, profits, income, reimbursements, royalties, receipts and similar items, including prepaid rent and security

deposits, in whatever form (including, but not limited to, cash, checks, money orders, credit card receipts or other instruments for the payment of money) paid or payable in connection with the Property ("Rents"), from the Land and the Improvements, subject to: (i) Trustor's right to collect and retain the same as they become due and payable; and (ii) Beneficiary's rights under **Section 3 below**; and

(j) all intangible personal property and rights relating to the Property or its operation or used in connection with it, including, without limitation, permits, licenses, plans, specifications, construction contracts, subcontracts, bids, soils reports, engineering reports, land planning maps, drawings, construction contracts, notes, drafts, documents, engineering and architectural drawings, deposits for utility services, installations, refunds due Trustor, trade names, trademarks, and service marks; and

(k) all proceeds of, interest accrued on, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

2. Obligations Secured. This Deed of Trust is given for the purpose of securing the following (collectively, the "Secured Obligations"):

(a) performance of all present and future obligations of Trustor set forth in the Agreement, specifically compliance with certain restrictions on the use of the Property recited in that certain Declaration of Restrictions executed by Trustor, dated as of the date hereof and being recorded concurrently with this Deed of Trust, as it may be amended from time to time, and the Acquisition Note dated on or about the date hereof, made by Trustor to the order of Beneficiary (as it may be amended from time to time, the "Note") and performance of each agreement incorporated by reference, contained therein, or entered into in connection with the Agreement;

(b) payment of the indebtedness evidenced by the Agreement and the Note in the original principal amount of Two Million One Hundred Seventy-Eight Thousand Seven Hundred Eighty-Six and No/100 Dollars (\$2,178,786.00) according to the terms of the Agreement and the Note; and

(c) payment of any additional sums Trustor may borrow or receive from Beneficiary, when evidenced by another note (or any other instrument) reciting that payment is secured by this Deed of Trust.

3. Assignment of Rents.

(a) Assignment as Additional Security. Trustor hereby irrevocably grants, transfers, and assigns to Beneficiary all of its right, title, and interest in and to the Rents as additional security for the Secured Obligations. Subject to the provisions of subsection 3(d) below, Beneficiary hereby confers upon Trustor a license ("License") to collect and retain the Rents as they become due and payable, so long as no Event of Default exists and is

continuing. If an Event of Default has occurred and is continuing, Beneficiary shall have the right, which it may choose to exercise in its sole discretion, to terminate this License without notice to or demand upon Trustor, and without regard to the adequacy of Beneficiary's security under this Deed of Trust.

(b) Collection and Application of Rents. Subject to the License granted to Trustor under subsection 3(a) above, Beneficiary has the right, power, and authority to collect any and all Rents. Subject to the License granted to Trustor under subsection 3(a) above, Trustor hereby appoints Beneficiary its attorney-in-fact to perform any and all of the following acts, if and at the times when Beneficiary in its sole discretion may so choose:

1. Demand, receive, and enforce payment of any and all Rents; or
2. Give receipts, releases, and satisfactions for any and all Rents; or
3. Sue either in the name of Trustor or in the name of Beneficiary for any and all Rents.

Beneficiary's right to the Rents does not depend on whether or not Beneficiary takes possession of the Property. In Beneficiary's sole discretion, it may choose to collect Rents either with or without taking possession of the Property. Beneficiary shall apply all Rents collected by it in the manner provided under this Deed of Trust. If an Event of Default occurs while Beneficiary is in possession of all or part of the Property and is collecting and applying Rents as permitted under this Deed of Trust, Beneficiary, Trustee and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this Deed of Trust and at law or in equity, including the right to exercise the power of sale granted hereunder.

(c) Beneficiary Not Responsible. Under no circumstances shall Beneficiary have any duty to produce Rents from the Property. Regardless of whether or not Beneficiary, in person or by agent, takes actual possession of the Real Property and Improvements, Beneficiary is not and shall not be deemed to be:

1. A "mortgagee in possession" for any purpose; or
2. Responsible for performing any of the obligations of the lessor under any lease; or
3. Responsible for any waste committed by lessees or any other parties, any dangerous or defective condition of the Property, or any negligence in the management, upkeep, repair, or control of the Property; or
4. Liable in any manner for the Property or the use, occupancy, enjoyment or operation of all or any part of it.

(d) Election by Beneficiary. Upon the occurrence and during the continuance of an Event of Default, Beneficiary, at its option, may exercise its rights under this Section or otherwise provided under applicable law (including, but not limited to, under Section 2938 of the California Civil Code).

4. Trustor's Covenants. To protect the security of this Deed of Trust, Trustor agrees as follows:

(a) to perform the Secured Obligations in accordance with their respective terms;

(b) to keep the Land and the Improvements in good condition and repair, normal wear and tear and acts of God excepted; not to remove or demolish any Improvements without Beneficiary's prior written consent; to complete or restore promptly and in good and workmanlike manner any Improvement constructed, damaged or destroyed on the Land; to pay when due all claims for labor performed and materials furnished therefor, subject to Trustor's right to contest any claim in good faith; to comply with all laws affecting the Project, subject to Trustor's right to contest any claim in good faith; not to commit or permit waste with respect to the Land or the Improvements; not to commit, suffer or permit any act upon the Land or the Improvements in violation of law, including Environmental Laws; and to do all other acts made reasonably necessary by the character or use of the Land and the Improvements;

(c) to provide, maintain and deliver to Beneficiary property and liability insurance as required under the Agreement and apply any insurance proceeds as provided below;

(d) to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and reasonable attorneys' fees and costs incurred in any such action or proceeding in which Beneficiary or Trustee may appear and in any suit brought by Beneficiary to foreclose this Deed of Trust following an Event of Default;

(e) to pay in accordance with the Agreement, but in each case prior to delinquency: (i) all taxes and assessments affecting the Property, including assessments on appurtenant water stock; and (ii) all encumbrances, charges and liens, with interest, on the Property or any part thereof that appear to be prior or superior hereto;

(f) should Trustor fail to make any payment or to do any act as herein provided, then, without: (i) obligation to do so; (ii) notice to or demand upon Trustor; or (iii) releasing Trustor from any obligation hereof, Beneficiary or Trustee may: (A) make or do the same in any manner and to the extent as it deems necessary to protect the security hereof; (B) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; (C) pay, purchase, contest or compromise any encumbrance, charge or lien that in its judgment appears to be prior or superior hereto; and (D) in exercising these powers, pay necessary expenses, employ counsel and pay reasonable attorneys' fees and costs, and Trustor consents to Beneficiary's and/or Trustee's entry upon the Land and Improvements for any purpose set forth in this Subsection, including Beneficiary's exercise of its rights under California Code of Civil Procedure Section 564(c); and

(g) to reimburse within five (5) days of demand all sums expended by Beneficiary or Trustee pursuant to this Deed of Trust, with interest at an annual rate of interest equal to the lesser of: (i) ten percent (10%); or (ii) the maximum lawful rate from date of expenditure to the date of payment.

5. Security Agreement and Fixture Filing.

(a) Grant of Security Interest. Without limiting any of the other provisions of this Deed of Trust, to secure the payment, performance and observance of the Secured Obligations, Trustor, as debtor (referred to in this Section 5 as "Debtor"), expressly grants to Beneficiary, as secured party (referred to in this Section 5 as "Secured Party"), a continuing security interest in all the Property (including now and hereafter existing) to the full extent that any portion of the Property may be subject to the Uniform Commercial Code. For purposes of this Section 5, "Collateral" means the personal property (tangible or intangible) and fixtures included in the Property.

(b) Debtor's Covenants, Representations, and Warranties.

(i) Debtor covenants and agrees with Secured Party that:

(1) In addition to any other remedies granted in this Deed of Trust to Secured Party or Trustee (including specifically, but not limited to, the right to proceed against the Property in accordance with the rights and remedies in respect of the Property that is real property under the Uniform Commercial Code), Secured Party may, if an Event of Defaults occurs and is continuing, proceed under the Uniform Commercial Code as to all or any part of the Collateral, and shall have and may exercise with respect to the Collateral all the rights, remedies, and powers of a secured party under the Uniform Commercial Code.

(2) Without limiting the foregoing, Secured Party shall have the right upon any public sale or sales, and, to the extent permitted by law, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in Debtor. Debtor further agrees to allow Secured Party to use or occupy the Property, without charge, for the purpose of effecting any of Secured Party's remedies in respect of the Collateral.

(3) To the extent permitted by applicable law, Debtor waives all claims, damages, and demands against Secured Party arising out of the repossession, retention, or sale of the Collateral, except for claims, damages, and demands due to the active gross negligence or willful misconduct of Secured Party in dealing with such Collateral. Trustor agrees that Secured Party need not give more than five (5) days' notice of the time and place of any public sale or of the time at which a private sale will take place and that such notice is reasonable notification of such matters. Secured Party may disclaim any warranties that might arise in connection with the sale, lease, license, or other disposition of the Collateral and have no obligation to provide any warranties at such time. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(4) To the extent permitted by law, Debtor hereby specifically waives all rights of redemption, stay, or appraisal which it has or may have under any law now existing or hereafter enacted.

(ii) Debtor hereby authorizes Secured Party to file financing and continuation statements with respect to the Collateral as Secured Party may reasonably require.

(iii) Debtor hereby represents and warrants that no financing statement is on file in any public office except as authorized by Secured Party. Debtor will at its own cost and expense, upon demand, furnish to Secured Party such further information and will execute and deliver to Secured Party financing statements and other documents in form reasonably satisfactory to Secured Party and will do all such acts that Secured Party may at any time or from time to time reasonably require to establish and maintain a perfected security interest in the Collateral as security for the Secured Obligations, subject only to liens or encumbrances approved by or benefiting Secured Party. Debtor will pay the actual expense of filing or recording such financing statements or other documents, and this instrument, as and where reasonably required by Secured Party.

(iv) To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover all rents, royalties, issues and profits, and all inventory accounts, accounts receivable and other revenues of the Property.

(c) Fixture Filing. Certain of the Collateral is or will become "fixtures" (as that term is defined in the Uniform Commercial Code). This Deed of Trust, upon being filed for record in the real estate records of San Francisco County, shall operate also as a financing statement and fixture filing upon such of the Collateral that is or may become fixtures under the Uniform Commercial Code. Debtor's name and type and jurisdiction of entity are set forth in the introductory paragraph hereof. Debtor's address is set forth above. Debtor's EIN Number is 87-3145040 Secured Party's name and mailing address are set above.

6. Insurance and Condemnation Proceeds.

(a) Trustor hereby assigns to Beneficiary any award of damages arising from the condemnation of all or any part of the Property for public use and any insurance proceeds arising from injury to all or any part of the Property or the Project.

(b) Any condemnation award or insurance proceeds must be paid to Beneficiary or, if Beneficiary has consented to subordinate the lien of this Deed of Trust to the lien of another lender for the Project, according to the provisions in the senior lender's loan documents.

(c) If a condemnation award or insurance proceeds are paid to Beneficiary, Beneficiary will release or authorize the release of funds to Trustor, provided that the funds

will be used for the reconstruction of the Project in accordance with: (i) projections demonstrating that reconstruction is economically feasible; and (ii) Trustor's construction budget, each of which must be satisfactory to Beneficiary in its reasonable discretion. In all other cases, Beneficiary may choose in its discretion to apply funds to Trustor's obligations under the Note and the Agreement or to any senior obligations, in accordance with the respective priorities of the approved lienholders as their interests may appear of record, with the remaining funds, if any, released to Trustor.

(d) Trustor agrees that Beneficiary's application or release of funds pursuant to this Section will not cure or waive any default or Notice of Default (as defined below) or invalidate any act by Beneficiary performed following a default pursuant to any City Document unless the default has been cured by the application or release of funds.

7. Further Agreements. Trustor further acknowledges and agrees as follows:

(a) Beneficiary does not waive its right either to require prompt payment when due of all other sums secured by this Deed of Trust or to declare Trustor in default for failure to pay timely by accepting payment of any sum secured hereby after its due date.

(b) Trustee may reconvey any part of the Property at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the Note for endorsement without affecting the liability of any entity or person for payment of the indebtedness secured hereby.

(c) Upon: (i) written request of Beneficiary stating that all obligations secured hereby have been paid or performed; (ii) Beneficiary's surrender of this Deed of Trust and the Note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose; and (iii) payment of its fees, if any, Trustee shall reconvey the Property then held hereunder without covenant or warranty.

(d) Any voluntary or involuntary conveyance, sale, encumbrance, pledge or other transfer of all or any interest in the Property or in Trustor, including a security interest, in violation of the Agreement will constitute an Event of Default (as defined below) giving Beneficiary the right to exercise its remedies at law or in equity.

(e) For the purposes of this Deed of Trust, Beneficiary from time to time may substitute a successor or successors to Trustee named herein or acting hereunder by instrument in writing executed by Beneficiary and duly acknowledged and recorded in the office of the recorder of San Francisco County, which instrument shall be conclusive proof of proper substitution of a successor trustee or trustees. Without conveyance from Trustee, any successor or substitute trustee will succeed to all title, estate, rights, powers, and duties of Trustee. The instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the recording information for this Deed of Trust and the name and address of the new Trustee.

(f) This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns, provided that this subsection does not constitute Beneficiary's consent to any transfer in violation of this Deed of Trust. The term Beneficiary shall mean the holder of the Note, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or the neuter, and the singular number includes the plural.

(g) Trustee accepts this Trust when this duly executed and acknowledged Deed of Trust is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

8. Beneficiary's Rights Following Default. Upon any default by Trustor in performance of the Secured Obligations following expiration of any applicable notice and cure periods ("Event of Default"):

(a) Trustor's license to collect and retain Rents will terminate automatically.

(b) Trustor consents to Beneficiary's entry upon and taking possession of the Property or any part thereof, at any time after the occurrence of an Event of Default without notice, either in person, by agent or by a receiver to be appointed by a court without regard to the adequacy of any security for the indebtedness hereby secured to sue for or otherwise collect and apply Rents, less costs and expenses of operation and collection, including those of the Property, in its own name or in the name of Trustor. Beneficiary's collection and application of Rents shall not cure or waive any Event of Default or Notice of Default or invalidate any act done pursuant to any notice.

(c) Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold the Property ("Notice of Default"), and:

i. Trustee shall cause the Notice of Default to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note and all documents evidencing expenditures secured hereby.

ii. After the lapse of time then required by law following the recordation of a Notice of Default, and notice of sale ("Notice of Sale") having been given as then required by law, Trustee without demand on Trustor may sell the Property at the time and place fixed in the Notice of Sale either as a whole or in separate parcels in any order at public auction to the highest bidder for cash in lawful money of the United States payable at

time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at the time and place of sale and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to any purchaser a trustee's deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the trustee's deed of any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary, may purchase at the sale.

iii. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: (A) all sums expended under the terms of this Deed of Trust not then repaid, with accrued interest at the highest rate allowed by law in effect at the date hereof; (B) all other sums then secured hereby; and (C) the remainder, if any, to the person or persons legally entitled thereto.

9. Notice of Default to Trustor. The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to it at its address set forth above or any succeeding address given by notice in accordance with the Agreement.

Remainder of Page Intentionally Left Blank; Signatures Appear On Following Page

"TRUSTOR:"

NEW ASIA HOUSING, L.P.,
A California limited partnership

By: New Asia Housing LLC.
a California limited liability
corporation

Its: General Partner

By: Chinatown Community Development
Center, a California nonprofit public
benefit corporation

Its: Sole Member/Manager

By: 

Malcolm Yeung
Executive Director

[ALL SIGNATURES MUST BE NOTARIZED.]

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

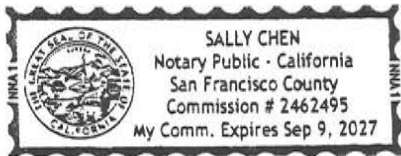
State of California

County of San Francisco }

On July 2, 2014 before me, Sally Chen Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Malcolm Young
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

EXHIBIT A
Legal Description of the Land

THE FOLLOWING LAND SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

Beginning at a point on the Northerly line of Pacific Avenue, distant thereon 137 feet and 6 inches Easterly from the Easterly line of Stockton Street; running thence Easterly along said line of Pacific Avenue 20 feet to a point distant thereon 42 feet Westerly from the Westerly line of Pelton Place; thence at a right angle Northerly 97 feet and 6 inches; thence at a right angle Westerly 20 feet; thence at a right angle Southerly 97 feet and 6 inches to the point of beginning.

Being a portion of 50 Vara Block No. 110.
Assessor's Lot: 014; Block: 0161

Street Address:
758 Pacific Avenue, San Francisco, CA 94133

EXHIBIT A

Request For Qualifications

For the development of new affordable rental housing projects on nine separate sites, located in various neighborhoods in the City and County of San Francisco

Issued: November 30, 2020

San Francisco Mayor's Office of Housing and Community Development
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103

Responses due by 4:00 p.m. on January 22, 2021

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II. INTRODUCTION

The City and County of San Francisco (the “City”), acting through the Mayor's Office of Housing and Community Development (“MOHCD”), is seeking qualified affordable housing developers (the “**Selected Developers**”) to assist the City in developing permanently affordable rental housing for seniors, families and homeless people (the “Projects”) on nine distinct sites located in various San Francisco neighborhoods (the “**Sites**”) through this Request for Qualifications (this “RFQ”). The Sites, their characteristics and standards for development for each Project are described in Section IV, “Context” below.

Pursuant to San Francisco Administrative Code Chapter 47, MOHCD has adopted explicit policies in its Certificate of Preference (“**COP**”), Displaced Tenant, and Neighborhood Resident Preference Programs which provide historically displaced and vulnerable populations who reside within the community preference in obtaining access to quality affordable housing. In an effort to redress past and present inequities, MOHCD is developing the Sites with these populations in mind. Successful developers will have direct experience working with COP holders, or populations who share characteristics with the COP population.

Among the goals of this RFQ are to:

- Align each development program with the implementation of city policies on anti-displacement, racially inclusive communities, and creating stable housing for vulnerable populations;
- Ensure that development teams are working within a culturally competent approach through the development process;
- Create opportunities for growth of smaller and Black, Brown, Indigenous and other people of color, (BIPOC)-led organizations in development role or as members of the development team;
- Select partners that are able to work with MOHCD to deploy city resources, tools and expertise to create developments that are responsive to populations disproportionately impacted by systemic racism.

MOHCD is issuing this RFQ for multiple sites to facilitate, economize and streamline the process for the development of affordable housing. Qualified affordable housing developers that respond to this RFQ (“**Respondents**”) may apply for consideration for selection for as many of the sites as they see appropriate. **A separate application packet must be submitted for each site, including all appendices and exhibits.**

For consideration for selection as a Selected Developer, Respondents should meet the following qualifications:

Dependent on the target population of a particular site for which a responsive document is submitted, respondent teams to this RFQ must be comprised of:

- At least one San Francisco-based non-profit development entity whose mission includes the development of affordable housing in low-income communities, with experience developing housing for the identified priority populations (such as Certificate of Preference Holders, displaced tenants, neighborhood residents, San Francisco residents, seniors, families, HIV Positive households and/or formerly homeless households) acting either as sole developer or as a partner in a joint venture, or joint-venture partner, defined as a nonprofit organization (either or both organizations may be incorporated as a non-profit);
- A property owner entity with experience owning housing for low-income communities, including for priority populations (such as COP Holders, displaced tenants, neighborhood residents, San Francisco residents, seniors, families, HIV Positive households and/or formerly homeless households);
- A property management entity with experience managing housing for low-income communities, including for priority populations (such as COP Holders, displaced tenants, neighborhood residents, San Francisco residents, seniors, families, HIV Positive households and/or formerly homeless households);
- At least one services-providing entity with experience providing services appropriate for the intended target population(s) of each site.

MOHCD's expectations for responsive submittals include a thorough discussion of Respondents' background in developing and managing permanently affordable housing for the priority/targeted populations. Responses should include both a background and a vision statement articulating the application of best practices for the successful development of affordable housing and the achievement of desired outcomes and goals.

Respondents should align their development approach with the key findings articulated in MOHCD's Theories of Change as discussed in the **2020-2024 Consolidated Plan** (see:

<https://sfmohcd.org/sites/default/files/Documents/Reports/REVISED%20Full%20Amended%202020-2024%20Consolidated%20Plan%20and%202020-2021%20Action%20Plan%20Sept%202020%20-%20Reduced.pdf>.) MOHCD has

determined that the optimum way to address the City's priority needs is to work towards a set of five interconnected, multidisciplinary objectives that cross program areas and utilize leveraged strategies both internally and across multiple city departments. These five objectives are:

- Objective 1: Families and individuals are stably housed
- Objective 2: Families and individuals are resilient and economically self-sufficient
- Objective 3: Communities have healthy physical, social, and business infrastructure
- Objective 4: Communities at risk of displacement are stabilized
- Objective 5: City works to eliminate the causes of racial disparities

MOHCD has also identified five target populations based on the findings from the Consolidated Plan community engagement process. These are:

- Households experiencing a legacy of exclusion
- Households destabilized by system trauma
- Households with barriers to access to opportunities
- Extremely and very low-income households
- Households at risk of displacement

Expectations for development of all Sites include:

- Maximize the number of priority placements into the Sites (COP holders, etc.)
- Maximize (meet or exceed) the City's requirements for promotion of SBE/LBE organizations with contracts and local hiring with construction labor
- Create opportunities for growth of smaller and Black, Brown, Indigenous and other people of color, (BIPOC)-led organizations in development role
- Development of affordable housing structures containing an appropriate number of units;
- Maximization of the number of units and density within a mid-rise construction type (75' occupied space) and/or limit of per unit City contribution to at or below average of similar, while balancing community input on unit configuration and size - in limited cases a high rise may be acceptable to the City;
- Provision of ground floor commercial spaces that serve the neighborhood (including the residents of the Project), with specific programming determined through a comprehensive community outreach process where ground floor commercial uses are appropriate and feasible;
- Conduct community outreach to engender support for the Project;
- Secure construction and permanent financing that minimizes City resources to the greatest extent possible, e.g. a State of California, Housing & Community Development (HCD) loan and/or the City's No Place Like Home (NPLH) loan for homeless households;
- Commence construction on the Projects as soon as possible, using streamlined ministerial approval processes. For example, SB35 may be used in conjunction with the Affordable Housing Density Program or the State Density Bonus Program.
- Provide on-site services to formerly homeless residents at a cost-effective case management ratio (approximately 1:20) depending upon sub-population – consult with the Department of Homelessness and Supportive Housing (“HSH”) for expected ratio for senior, family, TAY or other special needs populations referred from Coordinated Entry and expecting to utilize a City subsidy for operations or services.
- Provide initial draft marketing plans within 18 months of anticipated Temporary Certificate of Occupancy (“TCO”), outlining the affirmative steps Respondents will take to market each Project to the City's preference program participants including Certificate of Preference (COP) Holders, Displaced Tenants, and

Neighborhood Residents, as well as how the marketing is consistent with the Mayor's Racial Equity statement and promotion of positive outcomes for African American San Franciscans.

- **MOHCD will be requesting demographic** data regarding the Boards of Directors of member organizations of the Development Team's and of the staff of the Respondents that are selected.

MOHCD is not seeking submissions that include elevations, pro forma statements, or detailed financial feasibility analyses.

MOHCD intends to transfer the Sites (subject to final approval by the Board of Supervisors) to qualified developers for these purposes through long-term ground leases. Maximum rents will be restricted to an unsubsidized average income of 60% Unadjusted San Francisco Area Median Income ("AMI"), as defined by MOHCD. Some portion of the units must be set aside for extremely-low income (30% AMI) households that are not homeless and will enter the lottery process. At least 5 units per site (10 for Pier 70) must be set aside for referrals from the Plus Housing list, with the rents set at no more than 50% AMI. For more information about MOHCD's Plus Housing program, please see this page on our website: <https://sfmohcd.org/plus-housing>.

Sources of funds for development of these nine sites include, but are not limited to, inclusionary housing fees, jobs housing linkage fees, and 2019 Affordable Housing GO Bonds. Insofar as inclusionary fees are not collected due to deferrals or delays, MOHCD will seek to support completion of the predevelopment phases of the projects.

MOHCD WILL ONLY ACCEPT ELECTRONIC SUBMISSIONS. Electronic responses delivered to this RFQ must be received by MOHCD no later than 4:00 PM on January 22, 2021. Responses are to be delivered via Drop Box to mohcdrfq9@sfgov.org. Facsimile responses will not be accepted.

III. IMPORTANT DATES AND SUBMISSION PROCESS

A. IMPORTANT DATES

RFQ available at MOHCD Website	NOVEMBER 30, 2020
Submit completed RFQ Registration Forms to MOHCD	DECEMBER 18, 2020
Pre-submission conference via Zoom or MS Teams	DECEMBER 18, 2020

Deadline for questions and requests for additional information	JANUARY 4, 2021
Deadline for submitting qualifications	JANUARY 22, 2021
Notification to development teams who met submission requirements	MARCH 1, 2021
Development team interviews, if necessary	MID-MARCH 2021
Announcement of selection of development teams	LATE MARCH 2021 TO EARLY APRIL 2021
Deadline for Objections	APRIL 2021

B. PRE-SUBMISSION MEETING

MOHCD will hold a pre-submission conference via ZOOM or Microsoft Teams on December 18, 2020 at 2:00 p.m. The purpose of the meeting is to ensure that interested developers understand the minimum qualifications requirements and the selection process. Questions raised at the conference may be answered verbally at that time. If any substantive new information is provided in response to questions raised at the pre-submission conference, MOHCD will issue a written addendum to the RFQ (in the form of a Question and Answers document) with this information to all parties that have registered for the RFQ. No questions or requests for interpretation will be accepted after January 4, 2021. Attendance at the pre-submission conference is highly recommended but not mandatory. Please see below regarding **Attachment 2 - RFQ Registration Form**.

C. REGISTRATION FOR RFQ REQUIRED

To receive MOHCD's responses to requests for additional information and to questions about this RFQ, and to submit a qualification package, all interested parties must submit a completed RFQ Registration Form to MOHCD by December 18, 2020. All addenda, responses and instructions for electronic submission will be distributed to all parties who have submitted a registration form in accordance with Section IIB above. MOHCD reserves the sole right to determine the timing and content of the response, if any, to all questions and requests for additional information. Questions and information requests should be submitted to the contact person identified in Section III(B).

D. QUESTIONS AND REQUESTS FOR INFORMATION

All questions and requests for additional information regarding this RFQ must be submitted by e-mail to **mohcdrfq9@sfgov.org**. Questions received after the deadline may not be answered. All addenda, response, and additional information will be

distributed to all parties who have submitted a registration form in accordance with Section III(C).

E. CONTACT PERSON, SUBMISSION DEADLINE AND PLACE

All communications about this RFQ should be directed to Mara Blitzer at mohcdrfq9@sfgov.org.

Respondents to this RFQ must submit one (1) electronic copy of each of their proposals to MOHCD via **SFSecureShare**, no later than 4:00 PM, January 22, 2021. **Proposals are to be delivered by email at sfmohcdrfq9@sfgov.org by providing a DropBox link. Respondents who submit registration forms will be advised of any information necessary for the electronic submittal process.**

IV. CONTEXT

A. THE SITES

Nine sites are contemplated for development in this RFQ. Sites One through Three are intended to be developed as Senior Housing. Sites Four through Seven are intended for development as Family Housing. Sites Eight and Nine are intended for development as supportive housing for homeless people. **Target populations for all sites include persons with special needs as well as those who are eligible for residential priority placements through the City's lottery preference programs.** All sites are expected to qualify for ministerial approvals from the Planning Department through SB35, which may be used in conjunction with the State Density Bonus Program or the Affordable Housing Density Bonus Program. A map showing the location and configuration of the sites is attached as Exhibit 1.

Site Number	Site Name	Site Address	APN	Proposed Use
One	Pacific Avenue	772 Pacific Avenue	0161/015	Senior Housing
Two	Mission Street	967 Mission Street	3725/086	Senior Housing
Three	Market Street	1939 Market Street	3501/006	Senior Housing
Four	South Van Ness	1515 South Van Ness Avenue	6571/008	Family Housing
Five	Bluxome Street	88 Bluxome Street	3786/037	Family Housing
Six	Pier 70 C2A	Unassigned (Parcel C2A)	Various	Family Housing
Seven	Freelon Street	160 Freelon (598 Brannan) St	3777/045	Family Housing
Eight	Boardman Place	71 Boardman Place	3779/084	Supportive Housing
Nine	Harrison Street	725 Harrison Street	3762/117	Supportive Housing

Depending upon the amount of Due Diligence documentation that has been prepared for the various sites and the age of those documents, the selected Developers may need to commission their own studies as part of design and engineering work post selection. Documents available for each site are listed in the description of each site, below. For purposes of this RFQ, it is assumed that following any required mitigation, soil and subsoil conditions on the Sites is sufficient to support development that complies with the maximum allowable height, bulk and density limitations of the Site's applicable zoning requirements.

B. SENIOR HOUSING

Expectations for Senior Housing: The City expects the Selected Developer(s) to do the following:

- Meet the expectations listed in the Introduction for households aged 62 and older;
- Serve formerly homeless seniors, in units subsidized by the City's Local Operating Subsidy Program ("LOSP") and a City services contract. 20% of the total number of units will be LOSP-subsidized units for formerly homeless seniors;
- Set aside at least 5 units for households on the City's Plus Housing List, with rents set no greater than 50% AMI;
- Provide on-site services to formerly homeless residents at a cost-effective case management ratio (1:20);
- Achieve a feasible project within the funding constraints, namely, \$250,000 of MOHCD subsidy per unit.
- Maximize the number of target population placements into the Project (COP holders, etc.).

LOSP will be available to units serving the formerly homeless seniors. The LOSP will be administered through a 15-year contract with MOHCD, to cover the difference between tenant-paid rents for LOSP units and operating expenses attributable to LOSP units. LOSP operating subsidy calculations should account for all typical costs of operations, reserves and fees on a pro-rata basis. LOSP subsidies may not be used to pay hard debt service, other than qualified minimal debt service payments for state financing. Applicants offering LOSP units will need to apply for funding for provision of services to these formerly homeless households through the Department of Homelessness and Supportive Housing. Section 8 project based rental assistance is not anticipated to be available at this time.

1. Site One, 772 Pacific Avenue

a) *Background Information*

772 Pacific Avenue, ("Pacific Avenue") (Block 0161 Lot 015) is located on the northern side of Pacific Avenue between Grant Avenue and Stockton Street in

San Francisco's Chinatown neighborhood. Pacific Avenue is a rectangular-shaped lot of 9,219 square feet and is currently improved with a restaurant within a two-story commercial building of 13,271 square feet constructed in 1919. There is no basement beneath the structure. The building was renovated circa 1971 into the current restaurant from a former garage facility. The building occupies the majority of the parcel with the exception of a paved municipal sidewalk on the south side along Pacific Avenue. Located at an elevation of approximately 85 feet above mean sea level (msl), the property slopes down to the east along the front sidewalk. The City purchased the site in June 2017.

Chinatown is the most densely populated urban area west of Manhattan, with 34,557 residents living in 20 square blocks. 78.79% of the population is Asian, 1.10% of the population is Black and 14.68% of the population is White. The median age is 50 years, the oldest of any neighborhood. San Francisco's median household income stands at \$91,938. In Chinatown, the median household income is \$25,909. Nearly a third of its residents live below the poverty line. Most residents are monolingual speakers of Mandarin or Cantonese; in 2015, only 14% of households in the SROs were headed by a person that spoke English fluently.

As of 2015, two thirds of the residents live in one of Chinatown's 105 single room occupancy hotels (SROs), 96 of which have private owners and nine are owned by nonprofits. There are three former public housing projects in Chinatown, 990 Pacific, Ping Yuen and North Ping Yuen.

The Chinatown area is primarily composed of small-scale buildings. Most existing buildings are quite low and due to the pattern of the lots, many are relatively short in depth. The typical lot size is only 3,500 square feet. The few large buildings in the area intrude into this fine-scaled texture of development. Land uses in Chinatown generally consist of medium density residential, neighborhood commercial, community business, and visitor retail.

While Census Tract 6075-010700, in which the site is located, has not been designated a Disadvantaged Community by CalEnviroScreen, the social and economic characteristics of the area lead to concern about the quality of living conditions for the largely elderly or immigrant populations. The census tract has a CalEnviroScreen of 25.63. The score reflects that 86.37 percent of the area's population lives below two times the federal poverty level, 93.67 percent of the population has less than a high school education, 99.87 percent are linguistically isolated. Seventy-four percent (74.38%) of the area's population is both low income and severely housing burdened, meaning that they pay more than 50% of their income for housing.

Once complete, the Central Subway will link the Third Street light rail service with the South of Market, Union Square and Chinatown neighborhoods. It is anticipated that provision of better transit service and connection to

neighborhoods currently not served by a subway would facilitate a mode shift from vehicles to transit. Additionally, the proposed housing project is consistent with the strategies and furthers the objectives of the Sustainable Chinatown initiative. Read more here: https://sustainablechinatown.org/wp-content/uploads/Strategies-for-a-Sustainable-Chinatown_WEB.pdf.

b) Zoning/Land use Entitlements

The Subject Property is zoned CRNC – Chinatown Residential-Neighborhood Commercial and is located within the Chinatown neighborhood. Housing development in new and existing buildings is encouraged above the ground floor. The residential density allowed in the CRNC District is one dwelling unit per 200 square feet of lot area (46 units) or one group housing room per 140 square feet of lot area (66 rooms). The Subject Property is located in the 65-N Height and Bulk District.

The restaurant located on the Subject Property, the New Asia Restaurant, is classified as a Legacy Business and has expressed interest in returning to the site upon development of affordable housing.

A project on Pacific Avenue is eligible for approval using the State Density Bonus Program for 100% Affordable Housing (also known as AB 1763), which provides three additional stories, form-based density, and up to four incentives/concessions. The project may also be eligible for approval under the Affordable Housing Density Bonus Program (AHBP), as long as the project is compliant with all objective standards of the Planning Code plus the allowable Zoning Modifications provided by the AHBP in Planning Code Section 206.4(c)(5). The AHBP also provides three additional stories of height and form-based density. Either program may be used in conjunction with SB 35 for ministerial approval.

c) Soil and Environmental Conditions

A Phase One Environmental Site Assessment (“ESA”) was conducted on November 21, 2020 by EBI Consulting (“EBI”). The ESA found no evidence of recognized, historical, or controlled environmental conditions. However, EBI made the following recommendations:

- Conduct a Ground Penetrating Radar (“GPR”) survey and Phase II Assessment to evaluate potential presence and impact from gasoline Underground Storage Tank (“UST”) installed in 1953.
- Develop and implement an Asbestos Operations and Maintenance (O&M) Plan. Address limited damaged suspect ACM in accordance with O&M Plan.
- Conduct a limited subsurface investigation to characterize subsurface conditions at this location.

TR&A conducted a Phase II site assessment in March 2017 which confirmed the presence of an abandoned UST.

d) Available Due Diligence Documents

- Phase I Environmental Site Assessment, 772 Pacific Avenue, San Francisco, California, EBI Project No. 1116005897, November 21, 2016
- UST Assessment at 772 Pacific Ave., San Francisco, CA. TR&A, Inc. March 15, 2017.

2. Site Two, 967 Mission Street

a) Background Information

967 Mission Street, ("Mission Street Site") (Block 3725 Lot 086) is located on the southern side of Mission Street midblock between Mary Street and Sixth Street in San Francisco's SOMA neighborhood. It is an 8,777 square foot rectangular parcel with frontage on both Mission and Minna Streets. Currently the site serves as a surface parking lot (approx. 36 parking stalls) with chain link fencing at the back of each sidewalk/at the property line. The City acquired the site in 2019 as a land dedication as part of an agreement between the City and the developer of the 5M project.

The development of SOMA has been largely influenced by its proximity to railroads, the waterfront and freeways. These factors created a neighborhood that historically functioned as a nexus for industry and transport, and was as at one time one of the City's most densely populated residential areas. Historically, it has been home to a primarily working-class, immigrant labor force. These dynamics have their origins in the first decades following the Gold Rush and continued to serve as primary forces shaping the neighborhood well into the 21st century. More than any other neighborhood, SOMA's development has been influenced by the confluence of events of the 20th Century, including the Great Earthquake of 1906, the Depression, construction of the Bay Bridge, the demise of heavy industry, and Redevelopment.

SOMA has always played an important role in housing low- and moderate-income San Franciscans in various forms, from the SRO hotels that historically primarily housed single men and residential towers dedicated to housing seniors, to the modest family-oriented housing that has lined the alleys. In more recent decades, a substantial amount of market-rate housing (generally affordable to those with higher incomes) has been created, as well as conversions of older warehouses. These buildings included condominiums, apartment buildings, and live-work lofts. The neighborhood also includes a homeless population, many of whom come to the neighborhood to use the services available here, including a large shelter located at 5th and Bryant Streets. The result is that today SOMA has an incredibly diverse population in terms of race, income, and unit size. This diversity is a critical part of its neighborhood character.

Culturally, SOMA has great importance to the Filipino and LGBTQ communities. The Site is within the “SOMA Pilipinas”, a portion of SOMA officially recognized by the City of San Francisco and the State of California as SF’s Filipino Cultural Heritage District. According to the 2010 U.S. Census, more than 5,000 Filipino-Americans call this area their home. The establishment of Filipino ethnic enclave in the area was the result of a combination of factors that included inexpensive housing, proximity to both the waterfront and service industry jobs downtown, two Catholic parishes, and an established multi-ethnic population.

Other groups such as artists, activists, and sexual minorities, also moved to the South of Market area. The primarily industrial and commercial emphasis attracted nightlife and other entertainment uses with less friction compared to more residential neighborhoods. Although the area eventually became known primarily for its leather subculture, the South of Market area featured a variety of establishments, including bars, bathhouses, and dance clubs, that catered to a cross-section of San Francisco’s diverse LGBTQ community.

Located in Census Tract 6075-017601, the area has been designated by the California Environmental Protection Agency CalEnviroScreen as a Disadvantaged Community that is disproportionately burdened by multiple sources of pollution. The potential vulnerability of the population to the effects of pollution is among the highest in the State of California. The tract is in the 99th percentile for exposure to diesel particulate matter, the 97th percentile for proximity to toxic cleanup sites, the 92nd percentile for incidence of asthma and the 97th percentile for incidence of low birth weight.

The population of the Census Tract is 7,630 persons. Of these, 5.6 percent is below the age of 10, 85.1 percent falls between the ages of 11 to 64, and 9.3 percent is over the age of 65. It has a CalEnviroScreen score of 41.93 placing it in the 78th percentile of impacted communities disproportionately affected by pollution. This score reflects that 52.3 percent of the area’s population lives below two times the federal poverty level, 15.1 percent have less than a high school education, 14.6 percent are linguistically isolated, and 28.7 percent is both low income and severely housing burdened, meaning that they pay more than 50% of their income for housing. The area is subject to advanced gentrification and is one of San Francisco’s Census Tracts with the highest risk of displacement.

According to the 2010 census, the racial/ethnic makeup of the Census Tract is 31.6 percent White, 13.6 percent Hispanic, 12.9 percent African American, 36.4 percent Asian, 1 percent Native American and 4.5 percent identified as other. Due to the ethnic/racial makeup and the poverty index, the area would be classified by HUD as an environmental justice community. As such it must be determined whether development of the Project would expose Project residents to adverse environmental effects and if so, documentation that the

affected community residents have been meaningfully informed and involved in a participatory planning process to address (remove, minimize, or mitigate) the adverse effect will be required.

b) Zoning/Land use Entitlements

The Site is located in the C-3-S- Downtown Support zoning district, which permits the variety of uses found on the blocks surrounding Yerba Buena Gardens. This includes special uses supporting functions such as wholesaling, printing, building services and secondary office spaces. The site is an Article 38 Air Pollution Zone and within the Filipino Cultural Heritage District. There is no residential density limit in the C-3-S Zoning District. Density is regulated by the permitted height and bulk, required setbacks, exposure and open space of each development lot. The Site is located in the 160-F height and bulk district.

A Project on the Site is eligible for approval using the State Density Bonus Program, which provides up to 35% additional density, up to three incentives/concessions and unlimited waivers. The project may also be eligible for approval under the Affordable Housing Density Bonus Program (AHBP), as long as the project is compliant with all objective standards of the Planning Code plus the allowable Zoning Modifications provided by the AHBP in Planning Code Section 206.4(c)(5). The AHBP also provides three additional stories of height and form-based density. Either program may be used in conjunction with SB 35 for ministerial approval.

c) Soil and Environmental Conditions

A Phase One Environmental Site Assessment was conducted by PANGAEA Environmental Services, Inc in August 2015. No Recognized, Historical or Controlled Environmental Conditions were discovered. The Site is not listed on any database searched by Environmental Data Resources (EDR) as part of the Phase One ESA. The Site is not currently within the Maher Ordinance but is surrounded by Maher Ordinance coverage. During the site permitting process for development, the City may require subsurface assessment to evaluate subsurface conditions. If chemical impact is encountered during site assessment, a site mitigation plan may be required by the San Francisco Department of Public Health (“DPH”). No non-ASTM considerations were identified during the course of the Phase One Assessment.

d) Available Due Diligence Documents

- Phase I Environmental Site Assessment Report, 967-971 Mission Street, San Francisco, California, August 10, 2015
- ALTA/NPS Land Title Survey
- California Commercial Disclosure Report

3. Site Three, 1939 Market Street

a) Background Information

1939 Market Street (the “Market Street Site”) (Block 3501 Lot 006) is a 0.27-acre parcel located southeast of Market Street, west of Cameron Street, and north of Duboce Avenue on the northwestern edge of San Francisco’s Mission Neighborhood. The visual setting of the Project area is varied, reflecting the unique visual characteristics its topography, street grids, public open spaces, and surrounding neighborhoods adjacent to its boundaries. These include the Civic Center and Mid-Market to the east, the Inner Mission District and SOMA to the south, the Western Addition to the north and west, and Duboce Triangle to the west. The lot is irregularly shaped and currently improved with a parking lot and a multi-story office building. The building is currently occupied. The City acquired the site in 2020. A Restrictive Covenant has been recorded on the property requiring all future improvements to be made by signatories to collective bargaining agreements only.

In the 1960s and 70s, the Castro became one of the most prominent LGBTQ communities in the world, and it remains so today. An additional goal of development for this site is to be affirming to LGBTQ residents through all aspects of the housing development process and building operations and seek applicants that wish to be affirming of LGBTQ identities.

District 8, in which the Site is located, is less racially and ethnically diverse than the city overall. Almost two-thirds (63.8%) of all District 8 residents identify as white, compared to only 40.6% of all San Franciscans. District 8 has approximately half the citywide average of Black and Asian residents, and slightly less than the citywide average of Latinx residents. However, the district has more people that identify as another race (i.e., Native American, Pacific Islander, Other), or two or more races, than the citywide average.

Located in Census Tract 6075-020200, the population of the project area is 6,075. Of these, 5.7 percent are below the age of 10, the age of 83.7 percent of the residents is between 11 and 64, and 10.6 percent of the population is over the age of 65. According to the 2010 census, the racial/ethnic makeup of the project area census tract is 49.5 percent White, 25.2 percent Hispanic, 6 percent African American, 15.9 percent Asian, less than 1 percent native American and 2.9 percent identified as other.

According to the California Environmental Protection Agency’s Office of Environmental Health Hazard Assessment CalEnviroScreen, the project area is not a Disadvantaged Community disproportionately burdened by multiple sources of pollution. It has a CalEnviroScreen of 23.34; this score reflects that 44.46 percent of the area’s population lives below two times the federal poverty level, 35.49 percent has less than a high school education, 53.66 percent are linguistically isolated, and 16.6 percent are both low income and

severely housing burdened, meaning that they pay more than 50% of their income for housing. The area is subject to advanced gentrification and is one of San Francisco's Census Tracts with the highest risk of displacement.

b) Zoning/Land use Entitlements

The site is located in the NCT-3 Moderate Scale Neighborhood Commercial Transit District and the Market and Octavia Planning Area. The NCT-3 Districts are mixed use districts that support neighborhood-serving Commercial Uses on lower floors and housing above. There is no residential density limit in the NCT-3 Zoning District. Density is regulated by the permitted height and bulk, required setbacks, exposure and open space of each development lot. The site is located in the 85-X height and bulk district.

A project on the site is eligible for approval using the State Density Bonus Program, which provides up to 35% additional density, up to three incentives/concessions and unlimited waivers. The project may also be eligible for approval under the Affordable Housing Density Bonus Program (AHBP), as long as the project is compliant with all objective standards of the Planning Code plus the allowable Zoning Modifications provided by the AHBP in Planning Code Section 206.4(c)(5). The AHBP also provides three additional stories of height and form-based density. This means that this site could be a high rise with density bonuses. Either program may be used in conjunction with SB 35 for ministerial approval.

c) Soil and Environmental Conditions

Rincon Consulting Inc., conducted a Phase One Environmental Site Assessment in January 2020. Four Recognized Environmental Conditions and one potential environmental concern were identified in connection with the subject property. The Recognized Environmental Conditions are:

- Serpentine rock containing naturally occurring asbestos ("NOA") underlying the subject property
- Former use of the subject property as a gasoline station, motorcycle repair, used automobile sales, and postage meter manufacturing
- Location of the subject property within a Maher Ordinance Area
- Presence of PCE and benzene exceeding residential ESLs underlying the subject property.
- Potential Environmental Concern - Long term use of a hydraulic elevator onsite. Recommendations are discussed in the ESA

In light of these findings, SCS Engineers (SCS) conducted a limited Phase II study to evaluate the presence of PCE and benzene in the soil vapor underlying the subject property in December 2019. Benzene was detected in three of five soil vapor samples at concentrations above both residential and commercial/industrial land use ESL values. Other fuel-related VOC constituents (toluene, ethylbenzene, and xylenes) were also detected in all or most samples. Each of these constituents, when detected, were below their

respective ESLs. Tetrachloroethylene (PCE) was detected in one sample (SV1) at a concentration of 51 µg/m³. The current residential and commercial ESLs for PCE are 15 and 67 µg/m³, respectively. No other VOCs were detected above their respective ESLs or at levels considered significant.

d) Available Due Diligence Documents

- Phase I Environmental Site Assessment, 1939 Market Street, San Francisco, California, Rincon Consultants, Inc., January 10, 2020
- SCS Phase II Summary Letter to McMorgan & Company LLC summarizing the results of a Limited Phase II performed at 1939 Market Street in San Francisco, California.
- Due Diligence Report, 1939 Market Street, March 2014, DES Architects and Engineers

C. FAMILY HOUSING

Expectations for Family Housing – In addition to any site-specific expectations identified and which are not inconsistent with overall expectations:

- Serve low-income families (in 1-3-bedroom units) unsubsidized with an income range between 30%-80% MOHCD Unadjusted San Francisco Area Median Income;
- Serve formerly homeless families, in units subsidized by the City's Local Operating Subsidy Program ("LOSP") and a City services contract. The projects should provide 25% of the total number of units as LOSP-subsidized units for formerly homeless families and have a 1:20 case management ratio;
- Set aside at least 5 units (10 units at Pier 70) for referrals from the City's Plus Housing list with rents set at no more than 50% AMI;
- Evaluate the potential for childcare and provide family-friendly amenities appropriate for children.
- Achieve a feasible project within the funding constraints, namely, \$250,000 of MOHCD subsidy per unit.
- Maximize the number of target population placements into the Project (COP holders, etc.).

LOSP will be available to units serving formerly homeless families. The LOSP will be administered through a 15-year contract with MOHCD, to cover the difference between tenant-paid rents for LOSP units and operating expenses attributable to LOSP units. LOSP operating subsidy calculations should account for all typical costs of operations, reserves and fees on a pro-rata basis. LOSP subsidies may not be used to pay hard debt service, other than qualified minimal debt service payments for state financing. Applicants offering LOSP units will need to apply for funding for provision of services to these formerly homeless households through the Department of Homelessness and Supportive Housing. Section 8 project based rental assistance is not anticipated to be available at this time.

1. Site Four, 1515 South Van Ness Avenue

a) Background Information

1515 South Van Ness (the “South Van Ness Site”) is located on the southern border of San Francisco’s Mission District within the Calle 24 Latino Cultural District. The project site is located within Census Tract 6075-022901. This tract has a population of 4,460 persons. According to the 2010 Census, 60% of the tract’s population is of Hispanic origin, 24.5% is White, 8% is of Asian origin and 4.5% is African American. Close to 11% of the population is below the age of 10, 6.7% is over the age of 65 and the remainder is between the ages of 11 and 65. According to California Environmental Protection Agency the tract is not a Disadvantaged Community disproportionately subject to multiple sources of pollution. While not a Disadvantaged Community, the tract’s residents rank high in other socio-economic characteristics. Close to 58 percent of the population suffers from asthma. Forty percent of the population lives below two times the federal poverty level. 18.5% of residents are linguistically isolated and 30 percent have less than a high school education. The housing burden (percent of households paying more than 50% of income as rent) for the area is high at 17 percent.

The site is within the Calle 24 SUD Special Use District which is intended to preserve the prevailing neighborhood character of the Calle 24 Latino Cultural District while accommodating new uses and recognizing the contributions of the Latino community to the neighborhood and San Francisco.

The high housing burden reflects the advanced gentrification that has occurred in the neighborhood which has put the residents at high risk of displacement. The displacement of neighborhood residents began in earnest in the late 1990’s as a result of the dot-com boom in San Francisco. Following the Great Recession of 2008, gentrification fueled more displacement, primarily affecting the area’s LatinX population.

Migration from Mexico, Central, and South America to San Francisco accelerated during the post-WWII period, with the Mission District being the primary destination for the new arrivals. Later waves of Latino migrants came to the Mission District from the Southwestern United States, Central California, and Central American countries experiencing political strife in the 1970s and 1980s. Today, the neighborhood’s Latino population is concentrated in the southern part of the Mission District and represents a culturally diverse population with roots from all over the Americas.

The South Van Ness Site (Block 6571 Lot 008) is a 35,714 square foot irregularly shaped lot located at the intersection of South Van Ness Avenue and 26th Street in San Francisco, California. The 0.80-acre site currently consists of three separate lots (Block 6571 Lots 1, 1A and 8). The site is bounded by South Van Ness Avenue to the west, 26th Street to the north,

Shotwell Street to the east, an existing one-two story commercial building to the southeast (auto repair shops), and an existing one story commercial retail building (auto parts store) to the southwest.

At present, the site is occupied by a two-level commercial building (McMillan Electric) with surface parking and a small strip of landscaping. The parking lots are generally flat accomplished by retaining/building walls along South Van Ness Avenue, 26th Street and the neighboring properties to the south. The site generally slopes to the southeast with street slopes falling southerly along South Van Ness Avenue (approx. 8.0' drop in elevation), easterly along 26th Street (approx. 1.3' drop in elevation), and southerly along Shotwell Street (approx. 9.4' drop in elevation). The ground surface is covered by:

- A 1-story over basement commercial building which houses offices and warehouse (approximately 31,680 +/- sf.
- Narrow landscaping strip along Shotwell Street (475 +/- sf)
- Asphalt paved surface parking lots, drive aisles, and hardscaped surfaces (3,559 +/- sf).

b) Zoning/Land use Entitlements

The existing South Van Ness Site is currently zoned Mission Street Neighborhood Commercial Transit District (NCT). Controls are designed to permit moderate-scale buildings and uses, protecting rear yards above the ground story and at residential levels. New neighborhood-serving commercial development is encouraged mainly at the ground story. Ground story uses are required to include active commercial uses with storefronts facing the street. While offices and general retail sales uses may locate at the second story of new buildings under certain circumstances, most commercial uses are prohibited above the second story. Continuous retail frontage is promoted by requiring ground floor commercial uses in new developments and prohibiting curb cuts. Housing development in new buildings is encouraged above the ground story. Residential density in the Mission Street NCT is restricted by physical envelope controls of height, bulk, setbacks, open space, exposure and other applicable controls to the development lot. The Site is split between the 65-X height and bulk district and the 55-X height and bulk district.

A project on the South Van Ness Site is eligible for approval using the State Density Bonus Program, which provides up to 35% additional density, up to three incentives/concessions and unlimited waivers. The project may also be eligible for approval under the Affordable Housing Density Bonus Program (AHBP), as long as the project is compliant with all objective standards of the Planning Code plus the allowable Zoning Modifications provided by the AHBP in Planning Code Section 206.4(c)(5). The AHBP also provides three additional stories of height and form-based density. Either program may be used in conjunction with SB 35 for ministerial approval.

c) Soil and Environmental Conditions

A Phase I Environmental Site Assessment for the South Van Ness Site. was prepared by Langan Treadwell Rollo on 27 May 2014. Review of regulatory files revealed one controlled recognized environmental condition (CREC) in connection with the property. There was an underground storage tank (UST) on site that was closed on 24 August 2000. Analytical results collected from soil samples collected during the former UST removal and subsurface investigations revealed the presence of residual petroleum hydrocarbons beneath the east parking lot area. The San Francisco Department of Public Health issued administrative case closure with no additional investigation required in regards to the former UST on 24 August 2000. If any construction and/or excavation activities are to be performed within the sidewalk near the former UST locations, a soil management plan (SMP) and a health and safety (H&S) plan (prepared by others) may be required prior to construction because of the petroleum hydrocarbons detected at the site.

The site is located in a Maher Area per the “Expanded Maher Area, February 2014” map and maybe subject to the provisions of Health Code Article 22A which is administered by the SFDPH.

Asbestos Containing Materials (ACMs) were observed on accessible areas of the building interior, exterior, and roofing. Sampled materials were confirmed to be positive for asbestos content upon laboratory analysis. Samples of painted surfaces and window putty were reported by the laboratory as containing lead above the detection limit of the analytical method.

d) Available Due Diligence Documents

- Feasibility Study
- Geotechnical Investigation
- Lead and Asbestos Survey
- DPH Phase One Approval
- Phase I Environmental Site Assessment for 1515 South Van Ness Ave., prepared by Langan Treadwell Rollo on 27 May 2014
- Tank Closure Report May 2000

2. Site Five, 88 Bluxome Street

a) Background Information

The description of demographic characteristics of this site also applies to the 160 Freelon and the 71 Boardman sites as they are within the same Census Tract, 6075-018000. The Bluxome Street Site is located in the area of SOMA generally referred to as “south of Harrison Street of Western SOMA.” This area roughly bounded by Townsend Street to the south, Fourth Street to the east, Harrison Street to the north and Seventh Street to the west.

Unlike the 967 Mission Street site, which is also in SOMA, the Bluxome Street Site is not designated as a Disadvantaged Community by CalEnviroScreen. Despite the lack of such a designation, the Census Tract exhibits several environmental concerns. It ranks in the 96th and 95th percentiles for proximity to Cleanup sites and hazardous waste sites, respectively. The area is in the 80th percentile for traffic density and the 68th percentile for incidence of asthma. Its proximity to a number of Leaking Underground Storage tanks places it in the 97th percentile for impacts to groundwater. Ten percent of area residents have less than a high school education and 30 percent live below two times the federal poverty level. Eleven percent of the residents are low income persons with severe housing cost burden.

The development history of the site area is much like that of the 967 Mission Street site, except that this area of SOMA had a greater density of heavy industrial uses.

Site Five consists of one lot on the block bounded by Brannan Street to the north, 4th Street to the east, Bluxome Street to the south, and 5th Street to the west. The Bluxome Street Site is rectangular in shape, with plan dimensions of approximately 470 by 235 feet. The site is currently occupied by the San Francisco Tennis Club, a three-story structure with no basement, commonly referred to as the “88 Bluxome/Tennis Club”.

The affordable housing Project will be developed above the podium of the building to be located at the eastern end of the lot. This portion of the lot is approximately 80 feet wide by 240 feet deep. There will be a 30,120 s/f of community/recreation center at the ground floor and a 135,300 s/f relocated Tennis Club facility below-grade. Access to the affordable housing will be from Bluxome Street, through a 4,270 square foot lobby and back of house space dedicated to the Project. The Bluxome Street Site will contain 107 dwelling units, with 20 studios (19%), 42 one-bedroom units (39%), 21 two-bedroom units (20%), and 24 three-bedroom units (24%). There will be no off-street parking proposed. An air rights parcel for the development is to be created prior to close of construction financing.

b) Zoning/Land use Entitlements

The Bluxome Street Site is zoned CMUO (“Central SoMa Mixed-Use Office”) District. This zoning district extends predominantly between 2nd Street and 6th Streets in the South of Market Area. The CMUO is designed to encourage a mix of residential and nonresidential uses, including office, retail, light industrial, arts activities, nighttime entertainment, and tourist hotels. The property is within both the Western SOMA and Central SOMA Planning Areas.

The Bluxome Street Site is also located in the proposed Central SOMA Special Use District (“CS SUD”). This overlay district contains controls that

are applied to the Site in addition to those in the CMUO District and address issues such as PDR retention and replacement, urban design and density controls, renewable energy requirements, and controls for specific uses and building features. Residential density in the CMUO District is restricted by physical envelope controls of height, bulk, setbacks, open space, exposure and other applicable controls to the development lot. The site is split between the 200-CS height and bulk district and the 130-CS height and bulk district.

Pursuant to Planning Code Section 329 (d), projects may seek specific exceptions to the provisions of the Code. Included among the exceptions are:

- Exceeding the principally permitted accessory residential parking ratio
- Exception from residential usable open space requirements
- Modification of the horizontal massing breaks required by Section 270
- Exception from satisfaction of loading requirements per Section 152.1
- Exception to height limits for vertical non-habitable architectural
- Exception to volumetric limitations for roof enclosures and screens pursuant to Section 260(b)(1)(F)
- Provision of the required minimum dwelling unit mix, as set forth in Section 207.6, pursuant to the criteria of Section 305(c)
- Exception for rear yards, pursuant to the requirements of Section 134(f);
- Flexible Units: Modification of the accessory use provisions of Section 803.3(b)(1)(c)

A project on the subject property is eligible for approval using the State Density Bonus Program, which provides up to 35% additional density, up to three incentives/concessions and unlimited waivers. The project may also be eligible for approval under the Affordable Housing Density Bonus Program (AHBP), as long as the project is compliant with all objective standards of the Planning Code plus the allowable Zoning Modifications provided by the AHBP in Planning Code Section 206.4(c)(5). The AHBP also provides three additional stories of height and form-based density. Either program may be used in conjunction with SB 35 for ministerial approval.

c) Soil and Environmental Conditions

The approximately 2.6-acre site is currently developed with an approximately 288,500-square foot building operated by the San Francisco Tennis Club. The Bluxome Street Site was developed by 1887 (and potentially earlier) with dwellings, a lumber yard, an engine works, a furniture factory, and an oil storage area. Other notable historical operations included a boiler/engine works, various furniture factories, a licorice factory, mill and planning work, and truck parking yard with a motor shop. The Bluxome Street Site was redeveloped for the current tennis club in 1974.

d) Available Due Diligence Documents

- 88 Bluxome Street Project: Land Dedication Project Planning Code Analysis
- Geotechnical Considerations
- Infrastructure Study – Land Density Study

e) Additional City Expectations for Developer of this site

- At least 10 Plus Housing units with rents set no higher than 50% AMI.
- Collaborate effectively with the Master Developer, the Department of Recreation and Parks, the Tennis Club, and MOHCD to ensure the Project is well integrated into the master development.

3. Site Six, Pier 70 First Parcel

a) Background Information

Site Six, Pier 70 First Parcel/C2A (the “Pier 70 Site”) is located in Census Tract 6075-022600. Pier 70 is a 69-acre facility under the jurisdiction of the Port of San Francisco. Located on the City’s Central Waterfront, the Site has been identified as a future National Historic District due to its long history of continuous operations in shipbuilding and repair, and the role it has played in the industrialization of the Western United States, the war efforts and architectural and engineering feats.

The area attracted early industrial operations because of its cheap land, deep-water access, and isolation from the more populated sections of the fast-growing city. This small cape of land, much enlarged and flattened over the decades, was the home of at least a half dozen major manufacturing and utility companies that played significant roles in the western and national economies, and in military and labor history. The Pier was the site of significant involvement in pivotal 20th century events including WWI Ship Building/ Repair, WWII Ship Building/ Repair, Vietnam War Ship Repair, and fabrication of the BART Transbay Tube.

The Pier 70 Site is located in the Dogpatch neighborhood of San Francisco, long a bastion of the blue-collar working class employed in the area’s industries. The neighborhood has undergone substantial gentrification since the 1990s.

The area in which the Pier 70 Site is located is less racially and ethnically diverse than the city overall. The Census Tract has a population that is 75.2 percent White, 9.8 percent Hispanic, 8.9 percent Asian, 2.1 percent Black and 0.2 percent Native American. 84.7 percent of the tract’s population is between the ages of 10 and 65, 9.2 percent is over 65 and 6.1 percent is below the age of ten.

Despite its long history as an industrial area, the Census Tract is not designated as a Disadvantaged Community by the California Environmental Protection Agency. However, it is in the 95th percentile for exposure to diesel particulate matter and 30th percentile for proximity to hazardous material sites. Fourteen percent of the tract's residents are lower income with a severe housing cost burden. Five percent of the residents have less than a high school education and five percent are linguistically challenged.

Notwithstanding the census tract's characterization by the California EPA, the development of the Pier itself is subject to implementation of a Risk Management Plan. Remedies for recognized environmental conditions include engineering controls (e.g., removing, replacing, or capping soil with durable cover) and institutional controls (e.g., deed restrictions, soil management measures, health and safety plans) to manage potential health risks.

The remedies include:

- Durable Covers over existing native soil that meet the remedial action objective of preventing human exposure to constituents of concern (COCs) in the soil beneath the Site.
- Long-term maintenance and monitoring of durable covers to ensure that covers continue to function as designed are described further in Appendix A.
- Institutional controls to minimize the potential to impact human health and the environment after installation of durable cover.

The Pier 70 Site will be located on a new segment of Louisiana Street between a new segment of 21st Street and a rebuilt 22nd Street within the Pier 70 Special Use District ("Pier 70 SUD"). The Site is a rectangular-shaped lot of 16,590 square feet. A map showing the location and configuration of the Site is attached as **Exhibit X**.

The Pier 70 Site will continue to be owned by the Port Authority of San Francisco and will be leased to the affordable housing developer through a 75-year (plus 24-year extension) ground lease with MOHCD, as described in a MOU between MOHCD and Port. Maximum rents will be restricted to an average income of 60% Unadjusted San Francisco Area Median Income, as defined by MOHCD.

Under the Disposition and Development Agreement (DDA), the Master Developer is required to complete all horizontal improvements serving the Site with the exception of water laterals (potable, non-potable and fire); delivery of the Site is expected by the end of 2020. The Master Developer anticipates completion of 22nd Street and Louisiana Street in 2020 while 21st Street extension between Illinois Street and Louisiana Street is scheduled for

Phase 2 of the project and the schedule for Irish Hill Park is yet to be determined.

b) Zoning and Land Use Entitlements

Pier 70 Special Use District: Development and use of the Site is regulated by the Pier 70 SUD (Planning Code Section 249.79), the Pier 70 D4D, and the Affordable Housing Plan attached as Exhibit B3 to the Pier 70 DDA. Under the Pier 70 SUD, the Site is predominantly zoned for residential use and has a height limit of 90 feet. Ground floor accessory uses are also permitted (but not required), as shown in Table 249.79(g)(l) of the Pier 70 SUD. Per the Affordable Housing Plan, the maximum amount of parking permitted on the Site is .25 spaces per residential unit.

The Project will be subject to the administrative design review process set forth in Section 249.79(l) of the Pier 70 SUD, which focuses on consistency and compliance of proposed projects with the Pier 70 SUD and D4D. Additionally, the selected Developer will be required to make an informational presentation regarding the consistency of its application with the Pier 70 SUD and D4D to the Port's Central Waterfront Advisory Group.

c) Soil and Environmental Conditions

A preliminary geotechnical investigation of the 28-Acre Site, including the Pier 70 Site, was completed in 2012 by Treadwell & Rollo. The selected Developer will still be required to commission its own geotechnical studies as part of its design and engineering work, but, for purposes of this RFQ, it is assumed that any required mitigation, soil and subsoil conditions on the Site will support a development that complies with the maximum allowable height, bulk and density limitations of the Site's applicable zoning requirements.

A Phase I Environmental Site Assessment for the 28-Acre Site, including the Site, was completed by Geosyntec in 2011. In addition, the Site is covered by a Risk Management Plan ("RMP"), prepared by Treadwell and Rollo in 2013 and approved by the Regional Water Quality Control Board in 2014. The RMP specifies measures to be taken prior to, during and post development in order to mitigate risks to human health and the environment posed by hazardous materials along with naturally occurring asbestos in the fill materials and bedrock at the site.

d) Available Due Diligence Documents

- Pier 70 Risk Management Plan, Pier 70 Master Plan Area, San Francisco, California, Prepared For Port of San Francisco, San Francisco, California, 25 July 2013, Project No. 730496301, Treadwell Rollo

e) Design and Development Agreement Exhibit B3 Affordable Housing Plan of Disposition and Development Agreement (Pier 70 28-Acre Site) Additional City Expectations for Developer of this site

- Provide an affordable housing structure containing a minimum of 100 units;
- Serve low-income families (in 1-3 bedroom units, minimum of 50% 2BR or larger) unsubsidized with an income range between 30%-80% MOHCD Unadjusted San Francisco Area Median Income;
- Income average the available and total tax-credit units rent restrictions to no more than 60% MOHCD Unadjusted San Francisco Area Median Income;
- Serve a minimum of 10 households to be referred from MOHCD Plus Housing waitlist in a minimum of 10 units;
- Provide resident services coordinator at ratio of 1:100 units for families and 1:50 units for Plus Housing households paid from operations;
- Collaborate effectively with the Master Developer, the Port of San Francisco ("Port"), and MOHCD to ensure Pier 70 affordable housing is well integrated into the Pier 70 SUD;

f) Other Pier 70 Requirements Applicable to The Project

- *Transportation Management Association:* In order to comply with Mitigation Measure M-AQ-1f of the MMRP, the Project is obligated to participate in a Transportation Management Association ("TMA") to implement and administer a Transportation Demand Management Program ("TDM Program") for the Pier 70 SUD. The goal of the TDM Program is to produce 20% fewer vehicle trips than identified in the Pier 70 FEIR through measures such as resident transit passes, unbundled parking, and a TMA-operated shuttle to regional transit connections. The Project will be responsible for all TMA assessments that may be owing with respect to the Site following the close of escrow. The current estimate for the TMA assessment is \$0.55/Residential GSF (\$2018) and \$0.21/Retail GSF.
- *Workforce Development Plan:* The Project is subject to the Workforce Development Plan, attached to the Pier 70 DDA as Exhibit B4, which includes goals and targets for local hiring and local business enterprise utilization, compliance with the City's First Source Hiring program, and the provision of funding for CityBuild and TechSF job readiness and training programs.
- *Vertical Cooperation Agreement:* Prior to close of escrow, the Selected Developer will be required to enter into a Vertical Cooperation Agreement ("VCA") with the Master Developer. The VCA may include provisions related to (i) sequencing and coordination of infrastructure work as between Horizontal Developer and Vertical Developer, (ii) each party's obligations related to liability for damage

- and restoration thereof, and (iii) repaving obligations to the extent of any underground work performed after Horizontal Developer's paving.
- *Building Code and Building Permit Review:* Because the Site is within the Port's jurisdiction, the Project is subject to Port Building Code and the Port will issue all building permits. However, the Port currently anticipates that the City's Department of Building Inspection will review all permit submittals and perform inspections on the Port's behalf.
- *Master CC&R:* All Vertical developments will be subject to Master CC&R as the instrument to collect the TMA assessments described above. No additional Homeowner's Association (HOA) fees will be required.

4. Site Seven, 160 Freelon (598 Brannan)

a) Background Information

See demographic discussion at the 88 Bluxome Street site discussion.

160 Freelon will be the residential component of the 598 Brannan Project, a mixed-use development containing office, PDR/retail, institutional, a public park, and residential uses on an approximately 4.5-acre site in the Central SOMA area, comprised of current lots 45, 50, 51, and 52 in Assessor's Block 3777. The site is bounded by Welsh and Bryant Streets to the north, a mixture of surface parking lots and light industrial-style buildings to the east, Freelon and Brannan Streets to the south, and 5th Street and light industrial-style buildings to the west. The residential component will be located at the center of the project site between Welsh and Freelon streets.

The City conditionally accepted the dedication of the Site for affordable housing development from Brannan & Bryant, LLC, in lieu of jobs-housing linkage fee generated by the Sponsor's principal development project at 598 Brannan Street. Acquisition of the Site by the City is expected to take place concurrent with construction loan closing. The Site is located in an area with elevated pollutant concentrations. Sensitive use buildings, as defined in the Applicability section of the Ordinance, must comply with Health Code Article 38.

b) Zoning and Land Use Entitlement

As part of the recently-adopted Central SOMA Plan, the entire 598 Brannan Project site was rezoned into the Central SOMA Mixed Use Office zoning district and the Central SOMA Special Use District. Residential uses are permitted. Residential density in the CMUO District is restricted by physical envelope controls of height, bulk, setbacks, open space, exposure and other applicable controls to the development lot. The Site is split between the 130-CS, 160-CS and 50-X height and bulk districts.

A project on the subject property is eligible for approval using the State Density Bonus Program, which provides up to 35% additional density, up to three incentives/concessions and unlimited waivers. The project may also be eligible for approval under the Affordable Housing Density Bonus Program (AHBP), as long as the project is compliant with all objective standards of the Planning Code plus the allowable Zoning Modifications provided by the AHBP in Planning Code Section 206.4(c)(5). The AHBP also provides three additional stories of height and form-based density. Either program may be used in conjunction with SB 35 for ministerial approval.

c) Soil and Environmental Conditions

Projects that are located on sites with known or suspected soil and/or groundwater contamination are subject to the provisions of Health Code Article 22A, which is administered by the Department of Public Health (DPH). Submittal of the Maher Application to and coordination with DPH may be required. Applicants may contact DPH for assistance.

d) Due Diligence Documents Available

- A Preliminary Geotechnical Information Memorandum was prepared by Rollo and Ridley in September 2016.
 - A Phase I Environmental Site Assessment was prepared by Environ for 639 Bryant Street. Recognized Environmental Conditions were identified.
- The site is within a Maher Zone and an application to DPH will be required.

D. SUPPORTIVE HOUSING FOR HOMELESS ADULTS

Respondents seeking to develop supportive housing for homeless adults must be comprised of the following: a non-profit developer (or developers) with experience developing permanent supportive housing in San Francisco or a for-profit developer working in partnership with a nonprofit developer, of which one of the joint venture partners must have experience developing permanent supportive housing in San Francisco (the “Developer”); a property manager with experience serving the target population; and a qualified supportive service provider with experience serving the target population. The development team must have demonstrated experience conducting effective community outreach and engagement. These Minimum Qualifications differ from those identified in Section IV.B.1 for those Respondents applying for development of senior and family housing.

The City’s LOSP will be available to units serving formerly homeless adults. The LOSP will be administered through a 15-year contract with MOHCD, to cover the difference between tenant-paid rents for LOSP units and operating expenses attributable to LOSP units. LOSP operating subsidy calculations should account for all typical costs of operations, reserves and fees on a pro-rata basis. LOSP subsidies may not be used to pay hard debt service, other than qualified minimal debt service payments for state

financing. Applicants offering LOSP units will need to apply for funding for provision of services to these formerly homeless households through the Department of Homelessness and Supportive Housing. Section 8 project based rental assistance is not anticipated to be available at this time.

Development Program Objectives

- MOHCD and partner agency, Department of Homelessness and Supportive Housing (HSH), intend to target this housing to chronically homeless persons who are prioritized utilizing the newly developed Coordinated Entry System (CES).
- Up to one half of the units would include proposed financing from the State of California No Place Like Home (NPLH) program which targets adults with serious mental illness who are chronically homeless.
- Achieve a feasible project within the funding constraints, namely, \$250,000 of MOHCD subsidy per unit.

Expectations for Homeless Housing - In addition to any site-specific expectations identified and which are not inconsistent with overall expectations, MOHCD expects the Respondent team to include:

- At least one community-based non-profit development entity as sole developer or joint-venture partner, defined as a nonprofit organization whose mission includes the development of affordable housing in low income communities, with experience developing housing for formerly homeless adults in San Francisco;
- A property management entity with experience managing housing for formerly homeless adults, preferably in San Francisco;
- A community-based, service-providing entity with experience providing culturally competent services appropriate for formerly homeless adults in a supportive housing context and experience billing to Medi-Cal.

1. Site Eight, 71 Boardman (aka 356 Harriet Street)

a) Background Information

See demographic discussion at the 88 Bluxome Street site description. 71 Boardman Place (the "Boardman Place Site") (Block 3779 Lot 084) is a 0.2246 acre flat vacant lot generally running north to south extending to Harriet Street and between Bryant and Brannan Streets. The lot is rectangularly shaped and currently improved with a parking lot. The Boardman Place Site is located in an area with elevated pollutant concentrations. Sensitive use buildings must comply with Health Code Article 38.

b) Zoning and Land Use Entitlement

The Service/Arts/Light Industrial (SALI) District is largely comprised of low-scale buildings with production, distribution, and repair uses. The district is designed to protect and facilitate the expansion of existing general commercial, manufacturing, home and business service, and light manufacturing activities, with an emphasis on preserving and expanding arts activities. Nighttime Entertainment is permitted although limited by buffers around RED and RED-MX districts. Residential Uses, Offices, Hotels, and Adult Entertainment uses are not permitted, except that certain Affordable Housing Projects are permitted within the district pursuant to Section [846.24](#) of the Planning Code, and Accessory Dwelling Units are permitted within the district pursuant to subsection [207\(c\)\(4\)](#) of the Planning Code.

Affordable Housing Projects shall be subject to the Use Standards applicable to Residential Uses in the RED-MX District. Residential density in the RED-MX District is restricted by physical envelope controls of height, bulk, setbacks, open space, exposure and other applicable controls to the development lot. The Site is located in the 40/55-X height and bulk district.

A project on the Boardman Place Site is eligible for approval using the State Density Bonus Program, which provides up to 35% additional density, up to three incentives/concessions and unlimited waivers. The project may also be eligible for approval under the Affordable Housing Density Bonus Program (AHBP), as long as the project is compliant with all objective standards of the Planning Code plus the allowable Zoning Modifications provided by the AHBP in Planning Code Section 206.4(c)(5). The AHBP also provides three additional stories of height and form-based density. Either program may be used in conjunction with SB 35 for ministerial approval. Eligible Supportive Housing projects may also be eligible for ministerial approval pursuant to AB 2162.

c) Soil and Environmental Conditions

Projects that are located on sites with known or suspected soil and/or groundwater contamination are subject to the provisions of Health Code Article 22A, which is administered by the San Francisco Department of Public Health (DPH). Submittal of a Maher Application to and coordination with DPH may be required. Applicants may contact DPH for assistance.

d) Available Due Diligence Documents

To be determined.

2. Site Nine, 725 Harrison Street

a) Background Information

See demographic discussion at the 88 Bluxome Street site description.

Site Nine, 725 Harrison Street (the “Harrison Street Site”) is a portion of the property bounded by Harrison and Perry Streets to the north and south, and adjacent properties and 4th Street and to the east and west. The Site is L shaped and approximately 16,000 s/f in area. Current uses include a parking lot and small outbuildings. The site is adjacent to a freeway. MOHCD conditionally accepted the dedication of a portion of 725 Harrison for affordable housing development from Boston Properties, Inc. (“Sponsor”), as satisfaction of inclusionary housing obligations generated by the Sponsor’s 4th and Harrison Street principal development project, which will be located adjacent to the Site. Acquisition of the Site by the City is expected to take place in 2021.

b) Zoning and Land Use Entitlements

The Harrison Street Site is zoned CMUO (“Central SOMA Mixed-Use Office”) District. This zoning district extends predominantly between 2nd Street and 6th Streets in the South of Market Area. The CMUO is designed to encourage a mix of residential and nonresidential uses, including office, retail, light industrial, arts activities, nighttime entertainment, and tourist hotels. Production, Distribution and Repair Uses (PDR) are acceptable uses for the ground floor. Residential density in the CMUO District is restricted by physical envelope controls of height, bulk, setbacks, open space, exposure and other applicable controls to the development lot. The site is split between the 160-CS and 85-X height and bulk districts.

The Harrison Street Site is also a “Key Site,” as defined in Section 329(e) of the Planning Code, and therefore is eligible for exceptions to Code requirements that aren’t otherwise available to non-Key Sites. The property is within both the East SOMA and Central SOMA Planning Areas.

A project on the subject property is eligible for approval using the State Density Bonus Program, which provides up to 35% additional density, up to three incentives/concessions and unlimited waivers. The project may also be eligible for approval under the Affordable Housing Density Bonus Program (AHBP), as long as the project is compliant with all objective standards of the Planning Code plus the allowable Zoning Modifications provided by the AHBP in Planning Code Section 206.4(c)(5). The AHBP also provides three additional stories of height and form-based density. Either program may be used in conjunction with SB 35 for ministerial approval. Eligible Supportive Housing projects may also be eligible for ministerial approval pursuant to AB 2162.

c) Soil and Environmental Conditions

Langan, Treadwell Rollo conducted a Phase I Environmental Site Assessment of the Site in February 2014. The assessment revealed evidence

of three Recognized Environmental Conditions (RECs) in connection with the subject property:

- The fill material below the Site contains total and soluble lead levels that exceed State of California hazardous waste criteria as well as other residual petroleum hydrocarbons. The fill material below the Site contains State of California hazardous concentrations of soluble lead and residual petroleum hydrocarbons.
- Residual petroleum hydrocarbons exist in the subsurface at the Site due to the Site's past use as automotive repair facilities and the past use of USTs.
- The groundwater contains residual petroleum hydrocarbons which have likely migrated from an adjacent property.

Because hazardous materials were detected at the Site, a soil management plan (SMP) and a health and safety (H&S) plan (prepared by others) most likely would be required prior to construction. The Site is within a Maher Zone.

d) Available Due Diligence Documents

- Langan, Treadwell Rollo conducted a Phase I Environmental Site Assessment of the Site in February 2014
- Cost estimate for soil disposal
- Soil Classification.

V. SELECTION PROCESS, MINIMUM EXPERIENCE AND CAPACITY REQUIREMENTS, SELECTION CRITERIA AND SCORING, AND SUBMITTAL REQUIREMENTS OVERVIEW

A. SELECTION PROCESS

MOHCD staff will review all submittals for completeness and satisfaction of minimum experience and capacity requirements (see Section B below). If a submittal does not meet minimum experience and capacity requirements, the Respondent may submit an appeal to MOHCD staff on technical grounds only.

A Selection Panel will be appointed by the Director of MOHCD composed of persons with expertise in the areas of development, affordable housing finance, affordable housing construction management, community development, commercial space development, housing access/marketing, housing and services for homeless households, and public design/arts commission, as well as community representatives.

The Selection Panel will review all qualified responses (see Section C below) and may interview top-scoring Respondents, at which time Respondents will be asked to present and explain the major characteristics of their submittal, particularly as they relate to the Scoring Criteria, and respond to questions from the Selection Panel.

After any interviews have been completed, the Selection Panel will meet to determine the final ranking of all responses and present this ranking to the Director. The Selection Panel's scoring of each proposal will be done by consensus and will be final.

The Director will then select a development team and advise the Mayor of this selection. MOHCD staff will then exclusively negotiate a binding contract with the selected team for purposes of the Site's development. If MOHCD staff cannot complete a contract with the selected development team that is in the best interest of the City, the MOHCD Director may terminate negotiations in his sole discretion. If the MOHCD Director terminates negotiations with the selected development team, the MOHCD Director reserves the right, in his sole discretion, to (1) negotiate with the next highest ranked Respondent, or (2) reject any and all other proposals, in whole or in part, prior to award, and (3) may re-advertise a request for qualifications for any Project under such terms the MOHCD Director deems to be in the City's best interest. MOHCD reserves the right to appoint additional parties to the selected development team should it be determined that the team lacks representation necessary to the achievement of the goals of the RFQ.

B. MINIMUM EXPERIENCE AND CAPACITY REQUIREMENTS

Respondents must meet the following minimum development team characteristics, experience, and capacity requirements in order to qualify to be scored and ranked under this RFQ. For Minimum Qualifications for respondents applying for 100% housing for homeless adults please refer to Sections III.D and IV.C.

Racial Equity Capacity: The proposed Development team must document its capacity to successfully plan, design, and develop racial equity strategies that will lower barriers to obtaining quality affordable housing for communities of color through employment of staff with appropriate experience and capacity, contracted services, and/or collaboration with other organizations. Respondents should submit demographic data of the Boards of Directors of member organizations of the Development Team and of the staff of the various organizations that make up the respondent team.

1. Minimum Development Team Characteristics

The proposed development team must include members able to work with MOHCD to create developments that are responsive to populations disproportionately impacted by systemic racism; implement a culturally competent approach throughout the development process; align the development program with City policies on anti-displacement, racially inclusive communities, and creation of stable housing for vulnerable populations; and create opportunities for Black- and Brown-led developers to be competitive within the RFQ process.

The proposed Development Team must include:

- At least one San Francisco-based non-profit development entity whose mission includes the development of affordable housing in low-income communities with experience developing housing for the identified priority populations (such as Certificate of Preference Holders, displaced tenants, neighborhood residents, San Francisco residents, seniors, families, Plus Housing waitlist households and/or formerly homeless households) acting either as sole developer or as a partner in a joint venture, or joint-venture partner, defined as a nonprofit organization;
- A property owner entity with experience owning housing for low-income communities, including for priority populations (such as COP Holders, displaced tenants, neighborhood residents, San Francisco residents, seniors, families, Plus Housing waitlist households and/or formerly homeless households);
- A property management entity with experience managing housing for low-income communities, including for priority populations (such as COP Holders, displaced tenants, neighborhood residents, San Francisco residents, seniors, families, Plus Housing waitlist households and/or formerly homeless households);
- At least one services-providing entity with experience providing services appropriate for the intended target population(s) of each site.

Letters of Intent or Memoranda of Understanding from service providers and property management entities that are not affiliated with the developer must be submitted with the application.

2. Minimum Development Team Experience

Minimum experience must be demonstrated by identifying specific **Qualifying Projects** in which team members have participated, as further described below. The proposed Development Team must submit **Attachment 4 - Qualifying Project Form**, to document how the Qualifying Project characteristics meet each of the experience categories below (developer, owner, property manager, service provider.)

To demonstrate the minimum required development team experience, each team should submit one project for each experience category. When appropriate, teams may submit the same project as evidence of experience across multiple experience categories or may use different projects to demonstrate experience across categories. In all cases, no more than four (4) total Qualifying Projects should be submitted.

Qualifying Projects will not be scored but are used to determine if the proposed Development Team meets the minimum development team experience required to develop the Site.

For Developer and Owner, a **Qualifying Project** must have all of the following characteristics:

- New construction in either a Type V over I or Type III over I construction type (not a requirement for Minimum Property Manager and Service Provision Experience)
- At least 75 units in size
- Majority multiple-bedrooms, *only for family projects*
- Mixed-use including residential (not a requirement for Minimum Service Provision Experience)
- Affordable to low- and very low-income households¹, formerly homeless residents, families and/or seniors
- Financed with Low-Income Housing Tax Credits.

a. **Minimum Development Experience:**

The proposed Developer must have completed within the past ten years at least **one** Qualifying Project located in San Francisco. “Completed” means the Project must have received its Temporary Certificate of Occupancy by the date of the issuance of the RFQ.

For joint venture Developer teams, the experience of the lead entity may suffice for the joint-venture partnership. A signed Memorandum of Understanding or Term Sheet between joint-venture Development partners that outlines roles and responsibilities, proposed ownership structure, etc. must be submitted with the application. Furthermore, a Respondent can qualify for development experience by contracting with a development consultant for comprehensive project management services. Finally, the requirement to have served formerly homeless residents may be satisfied in a non- Type V over I or Type III over I building. In such a case, the proposed Developer must provide evidence of

¹ “Low Income” is defined as 60% MOHCD AMI and below. “Extremely Low Income” is defined as 30% MOHCD AMI and below.

having completed a partially Type V over I or Type III over I affordable housing building, and separately, an affordable housing building that serves formerly homeless residents.

- b. Minimum Ownership Experience:** The proposed Owner must have owned at least **one** Qualifying Project for at least four years prior to the Submittal Deadline of this RFQ. For purposes of this requirement, the member of the general partner of the tax credit partnership that will own the completed project is the proposed “Owner.”
- c. Minimum Property Management Experience:** The proposed Property Manager must have managed at least **one** Qualifying Project for at least 24 months.
- d. Minimum Service Provision Experience:** The proposed service provider(s) must have at least 36 months experience providing services to low-income family residents, communities of color, homeless persons and/or senior citizens within a Qualifying Project.

Note Regarding Experience: For any Respondent team member, the experience of key staff members may be substituted for the experience of the organization as a whole as long as the staff members’ experience in other firms was substantive and involved responsibilities similar to those that they are anticipated to perform during the proposed development of the site. Any substitution should be clearly identified in Attachment 4, Qualifying Project Form.

3. Minimum Developer and Owner Capacity Requirements

The proposed Developer and Owner must demonstrate the financial and staffing capacity to successfully complete the project and manage the asset in the long-term, as further described below.

- a. Financial Capacity:** The proposed Developer (or Guarantor where another entity is providing required guarantees) must demonstrate its ability to obtain competitive financing, as evidenced by submitting the latest (2) years of either signed federal income tax returns (including schedules or attachments, if any); or audited financial statements (with management letters, if any). The proposed Developer must also submit **Attachment 5 – Financing Terms for Developer’s Qualifying Project** documenting the equity pricing and debt terms for the Qualifying Project submitted under Minimum Developer Experience.
- b. Staffing Capacity:** The proposed Developer must document its capacity to successfully plan, design, and develop the Project, throughout the period of development, either through staff with appropriate experience and capacity, contracted services, or collaboration with other organizations. To document this, the proposed Developer must submit a written narrative **no more than one page** (in Times New Roman font, 12 font size, and 1-inch margins) to document

the experience and capacity of key staff, their workloads, and the organizational structure for supporting staff. The proposed Developer must also submit **Attachment 6 – Projected Staffing Workload Form** to document the work assignments (existing or contemplated) associated with each staff person expected to work on the Project for Developer.

- c. **Asset Management Capacity:** The proposed Owner must document its capacity to successfully manage real estate assets in compliance with City regulatory agreements and restrictions. To document this, the proposed Owner must submit a recent Real Estate Owned (REO) schedule, stating the number of projects and average number of units/project currently in Owner's asset management portfolio, proposed Owner's current asset management staffing noting job titles, FTEs, and status of each position (filled/vacant) and proposed Owner's organizational chart.
 - d. **Racial Equity Capacity:** The proposed Developer must document its capacity to successfully plan, design, and develop racial equity strategy that will lower barriers to obtaining quality affordable housing for communities of color through staff with appropriate experience and capacity, contracted services, or collaboration with other organizations. Documentation should include information evidencing the Developer's capacity to achieve the goals of this RFQ (see especially pages 4-5).
- Select partners that are able to work with MOHCD to deploy city resources, tools and expertise to create developments that are responsive to populations disproportionately impacted by systemic racism;
 - Ensure that development teams are working within a culturally competent approach through the development process;
 - Align each Project with the implementation of City policies on anti-displacement, racially inclusive communities, and creating stable housing for vulnerable populations;
 - Create opportunities for growth of smaller and Black, Indigenous and people of color, (BIPOC)-led organizations in development role or as member of development team
 - Submit demographic data for the Boards of Directors of each Development Team member and for the staff of each organization represented on the Team.

C. MINIMUM EXPERIENCE AND CAPACITY REQUIREMENTS FOR RESPONDENTS APPLYING FOR 100% SUPPORTIVE HOUSING FOR HOMELESS ADULTS

1. Team Member Specific Minimum Requirements

- a. **Minimum Developer Requirements** - Lead Developer itself or in partnership with other co-developers must provide evidence of the following experience:
- New construction of at least two affordable housing developments that are both high-density infill sites, with an aggregate unit count of approximately 75 units or more
 - Development of at least one supportive affordable housing development for formerly homeless adults and/or formerly homeless seniors (may be new construction or substantial rehabilitation of an existing building)
 - Use of Low-Income Housing Tax Credit financing

For joint-venture Development partners, the experience of either entity may suffice for the joint-venture partnership. A Memorandum of Understanding between joint-venture Development partners must be submitted with the application.

Furthermore, a Respondent can qualify for development experience by contracting with a development consultant for comprehensive project management services. Project management services should include financial packaging, selection of other consultants, selection of construction contractor and property management agent, oversight of architectural design, construction management, and consultation on major aspects of the development process. The contract for development services must be submitted with the RFQ response and must be acceptable to MOHCD.

- b. **Minimum Ownership Experience** - The proposed Owner of the Project must have owned at least one supportive formerly homeless project in San Francisco for at least 5 years prior to the Submittal Deadline of this RFQ. In addition, each proposed Owner must provide evidence of experience with owning housing financed with Low Income Housing Tax credits. This experience does not have to be on the same project that satisfies the 5-year ownership requirement. If the Selected Developer entity is not the same entity as the proposed Owner, MOHCD reserves the right to require that certain members of the Selected Developer remain active in the ownership for whatever length of time MOHCD deems necessary to ensure operating and financial stability.

For purposes of this requirement, the managing general partner of the tax credit partnership intended to take ownership of the completed Project and to provide asset management for the Project is the proposed "Owner".

- c. **Minimum Property Manager Requirements** - The proposed property manager for the Project must have managed at least three supportive formerly homeless

or supportive senior rental projects, including at least one in San Francisco, each for at least 36 months. In addition, the Property Manager for the Project must provide evidence of experience with managing housing financed with Low Income Housing Tax credits.

- d. **Minimum Service Provision Requirements** - The proposed service provider(s) must have at least 36 months' experience providing supportive services to formerly homeless adults and/or formerly homeless seniors including case management and comprehensive services for homeless households in a residential setting in San Francisco. The proposed service provider(s) must have the infrastructure to supervise and train the onsite staff and their supervisors. The service provider must also have experience with and capacity to bill Medi-Cal.
- e. **Other Consultants** – For any Respondent team, the experience of key staff members or “other consultants” may be substituted for the experience of the organization as a whole as long as the staff member’s or consultant’s experience in other firms was substantive and involved responsibilities similar to what they are anticipated to perform as a member of the Respondent’s team.

D. SELECTION CRITERIA AND SCORING

All applications that meet the Minimum Experience and Capacity Requirements will be scored and ranked according to the following selection criteria:

	Category	Points
A.	EXPERIENCE:	40
i.	Developer (12 pts) ➤ Experience with the following: - o Completing projects on time and on budget - o Obtaining competitive financing terms - o Developing Type V/I or III/I construction - o Developing housing for low-income families, seniors, or the homeless ➤ Building community support through outreach ➤ Current staff capacity and experience to take on this project type	
ii.	Owner (4 pts) ➤ Track record successfully owning housing financed with Low-Income Housing Tax Credits	

	- o Experience owning affordable housing for low-income families, seniors and/or the homeless ➤ Current asset management structure, staffing, and portfolio ➤ Capacity for assuming asset management of an expanded portfolio once the development is complete	
iii.	Property Manager (8 pts) ➤ Experience managing property for target populations ➤ Experience achieving high rates of housing retention ➤ Implements low barrier tenant selection policies ➤ Contributes to long-term sustainability of the development ➤ Achieves cost efficiencies in operations	
iv.	Service Providers (8 pts) ➤ Experience delivering services to target populations ➤ Experience linking residents to the City's safety net of services ➤ Works with property management to achieve high rates of housing retention ➤ Supports positive outcomes for residents around health and economic mobility ➤ If applicable, provides explanation for service contracts terminated prematurely within the last 5 years ➤ Discusses barriers to communities of color accessing quality health care services, employment and educational opportunities	
v.	Racial Equity Strategy (8 pts) ➤ Describes level of racial equity awareness ➤ Experience providing housing to COP and neighborhood preference holders ➤ Uses innovative approaches to engagement with COP and neighborhood preference holders ➤ Demonstrates commitment to racially diverse project development teams	

	Proposes a substantive partnership that increases opportunity/capacity for growth of smaller and Black, Indigenous and people of color, (BIPOC)-led organizations ➤ Demonstrates experience with serving historically excluded communities of color ➤ Describes approaches to overcoming historical obstacles to communities of color obtaining high quality affordable housing ➤ Describes experience providing access and implementing service delivery strategies to historically excluded communities of color	
B.	VISION:	60
i.	Program Concept (20 pts) ➤ Describes vision for a development program at this site, while best achieving the project goals, and includes: - o A residential program and other envisioned uses; - o Indicates how the proposed uses and amenities will enhance the lives of the proposed target population and the surrounding neighborhood. ➤ Indicates particular groups served by the programs and spaces (tots, children, teens, homeless people, young adults, adults, elderly, disabled etc.). ➤ Describes how the program will contribute to lowering barriers to persons of color seeking and retaining quality housing.	
ii.	Community Engagement Strategy (10 pts) ➤ Describes community engagement strategy and includes: - o The team's philosophy on community engagement; - o Process for establishing and/or building positive relationships with surrounding neighbors and the larger community; - o Efforts designed to engage all interested community members, including monolingual	

	non-English speaking members of the community; o How the Development Team intends to comply with the City's Language Access Ordinance. ➤ Describes the Team's approach to achieving entitlements for the project expeditiously and the Team's approach to maintaining and building community relationships after entitlements have been achieved and the development is in operations. ➤ Indicate how particular community engagement strategy will address the historical exclusion of communities of color from quality housing, including but not limited to marketing to attract target populations.	
iii.	Services Delivery Strategy (10 pts) ➤ Describes the Development Team's services delivery strategy and includes: - o The overall service philosophy; - o Model for providing any anticipated services to formerly homeless residents (including case management ratio and provision of amenities such as front desk clerks, if applicable); - o The services goals of the proposed vision. ➤ A brief description of the desired outcome of the services to be provided and innovative approaches to services provision, including the strategy of engaging residents and encouraging access to services. ➤ Describes how services for residents will be coordinated with the existing network of services in the neighborhood and community.	
iv.	Finance & Cost Containment Approach (10 pts) ➤ Narration that describes the Development Team's financing approach to the project. ➤ Includes the Team's process for structuring the project and controlling development costs.	

	➤ Includes innovative strategies intended to minimize MOHCD's projected capital gap financing. ➤ Describes any innovative (i.e. non-standard, routine or commonly used) direct or indirect cost-cutting strategies relevant to overall development, construction or operating expenses. ➤ Do not include proforma financials.	
v.	Racial Equity Strategy (10 pts) ➤ Describes proposed resident services program, including the activities or types of services, how they will be provided, and the approach (such as timeline, hours and days of operation, examples, and best practices). ➤ Explain how the Development Team's model removes barriers to intergenerational wealth, self-sufficiency and resiliency for persons of color, particularly COP holders, African American households and/or households in historically African American neighborhoods. ➤ Explain how the strategy aligns with the four primary goals of this RFQ set forth in the Introduction.	
TOTAL POSSIBLE POINTS		100

1. Experience

In **no more than five pages** of written narrative (in Times New Roman font, 12 font size, 1-inch margins), describe how each member of the Proposed Development Team has the most relevant experience for the successful development of the Project. **Describe how the Development Team has implemented lessons learned from past affordable housing experience.** Please note that Respondents are not limited to discussing the Qualifying Project(s).

- a. Developer:** Describe the Developer's track record successfully developing high-quality affordable housing, including supportive housing. In particular, discuss the Developer's experience completing affordable housing development projects on time and on budget, obtaining competitive financing terms, developing type V/I or III/I construction, developing for low-income families, seniors and homeless people and building community support for mixed use projects (affordable residential with ground floor commercial) through outreach for similar projects. In addition, describe the experience and capacity of current staff to take on a project of this type.

- b. Owner:** Describe the Owner's track record successfully owning housing financed with Low-Income Housing Tax Credits. In particular, discuss the Owner's experience owning affordable housing for low-income families, seniors or homeless people and describe the Owner's current asset management structure, staffing and portfolio, and its capacity for assuming asset management of an expanded portfolio once the development is complete. For purposes of this requirement, the managing general partner of the tax credit partnership intended to take ownership of the completed Project and to provide asset management for the Project is the proposed "Owner".
- c. Property Manager:** Describe the Property Manager's track record successfully managing high-quality affordable housing communities. In particular, discuss the Property Manager's experience providing management services for low-income families, seniors, homeless persons and communities of color; experience achieving high rates of housing retention, implementing low barrier tenant selection policies, contributing to the long-term sustainability of the development, and achieving cost efficiencies in operations.
- d. Services Provider(s):** Describe the Services Provider(s)' track record delivering highly impactful services to residents in affordable housing developments. In particular, discuss the Services Provider(s)' experience delivering services to low-income families, seniors, homeless persons and communities of color linking residents to the City's safety net of services, working with property management to achieve high rates of housing retention, and supporting positive outcomes for residents around health, economic mobility, and housing stability. If the Service Provider(s) have had any services contracts prematurely terminated in the last five years, include an explanation for each termination. Discuss barriers to communities of color accessing quality health care services, employment and educational opportunities
- e. Racial Equity Strategy:** The Mayor's Office of Housing and Community Development (MOHCD) recognizes the oppressive history of racial injustice, especially in housing and community services, the structural inequities that remain today, and the trauma those inequities perpetuate. Please describe the Developer team's level of racial equity awareness using the guidelines below:
- Understands and communicates that reducing racial inequities is mission critical
 - Routinely collects, disaggregates, and analyzes data by race/ethnicity in programmatic and operational work
 - Views diversity as a value-added feature of organizations, and enquires about the cultural competence of staff and grantees to work with diverse groups
 - Has mechanisms for management accountability for equity, diversity, and inclusion
 - Has mechanisms for staff accountability for equity, diversity, and inclusion

- Describes Development Team's present and future practices to meet MOHCD's racial equity goals as articulated in the four primary racial equity goals of this RFQ.
- Describes the Developer's experience with serving historically excluded communities of color.
- Has experience providing access and implementing service delivery strategies to historically excluded communities of color.
- Describes the demonstrated commitment to racially diverse project development teams
- Describes any substantive partnership that is part of the RFQ response that increases opportunity/capacity for growth of smaller and Black, Indigenous and people of color, (BIPOC)-led organizations in development role.

2. Vision

In **no more than seven pages** of written narrative (in Times New Roman font, 12 font size, 1-inch margins), describe the Proposed Development Team's vision for the successful development of the Project:

- a. **Program concept:** Describe the Development Team's vision for a development program at this Site, while best achieving the original project goals (i.e. serve low-income families including a residential program and all other envisioned uses). Indicate how the proposed uses and amenities will enhance the lives of the future residents and the surrounding neighborhood. Indicate particular groups served by the programs and spaces (tots, children, teens, young adults, adults, elderly, disabled, homeless, etc.). Describe how the program will contribute to lowering barriers to persons of color seeking and retaining housing. Do not submit architectural drawings; scored responses must be in narrative form only.
- b. **Community engagement strategy:** Describe the Development Team's community engagement strategy, including the team's philosophy on community engagement and process for establishing and/or building positive relationships with surrounding neighbors and the larger community. Describe the Team's approach to achieving entitlements for the project expeditiously and the Team's approach to maintaining and building community relationships after entitlements have been achieved and the development is in operations. The strategy should include efforts designed to engage all interested community members, including monolingual non-English speaking members of the community and how the Development Team intends to comply with the City's Language Access Ordinance. In particular address how the community engagement strategy will address the historical exclusion of communities of color from quality housing.
- c. **Services delivery strategy:** Describe the Development Team's services delivery strategy, including the overall philosophy and model for providing services to targeted populations (including case management ratio and provision of amenities

such as front desk clerks), the services goals of the proposed vision, a brief description of the desired outcomes of the services to be provided and innovative approaches to services provision, including the strategy for engaging residents and encouraging access to services, and how services for residents will be coordinated with the existing network of services in the neighborhood and community.

- d. *Financing and cost containment approach:*** Describe the Development Team's financing approach to the project, including the Team's process for structuring the project and controlling development costs. Describe any innovative strategies intended to minimize MOHCD's projected capital gap financing. Also, describe any innovative (i.e., non-standard, routine or commonly used) direct or indirect cost-cutting strategies relevant to overall development, construction or operating expenses. Do not submit a development budget or pro forma. Scored responses must be in narrative form only.
- e. *Racial Equity Strategy:*** Please submit an overall statement regarding how the Development Team will incorporate the principles of racial equity in the development of the program concept, the community engagement strategy and services delivery strategy and marketing programs. Describe your proposed resident services program, including the activities or types of services, how they will be provided, and your approach (such as timeline, hours and days of operation, examples, and best practices). Explain how the Development Team's model removes barriers to intergenerational wealth, self-sufficiency and resiliency for persons of color, particularly COP holders, African American households and/or households in historically African American neighborhoods. Explain how the strategy aligns with the four primary goals of this RFQ set forth in the Introduction.

E. SUBMITTAL REQUIREMENTS OVERVIEW

Using **Attachment 1 – Submittal Checklist**, check boxes of all items that will be submitted. Complete and submit **Attachment 2 - RFQ Registration Form**. All addenda, responses and additional information will be distributed to all parties who have submitted a registration form in accordance with Section IIB above.

1. Minimum Development Team Characteristics

Submit **Attachment 3 - Respondent Description** to document the name of each organization, names of the organization's Director (or equivalent position) and primary contact persons, and phone numbers and email addresses for each of the following:

- Lead Developer and Co-Developers (if applicable)
- Development Consultant (if applicable)
- Owner(s)
- Property Manager(s)

- Service Provider(s)

For each Lead Developer and/or Co-Developer, submit a current copy of the following documents:

- Certificate of Good Standing** from the California Secretary of State
- Certification of 501(c)(3) status** (for nonprofit corporations) from the Internal Revenue Service.

2. Minimum Development Team Experience

Submit **Attachment 4 - Qualifying Project Form**, to document how the Qualifying Project characteristics meet each of the experience categories below (developer, owner, property manager, service provider.) The Development Team may submit more than one (1) Qualifying Project for each of the experience categories:

- Minimum Development Experience**
- Minimum Ownership Experience**
- Minimum Property Management Experience**
- Minimum Service Provision Experience**
- Minimum experience in incorporating principles of racial equity into development, management and service experience**

To demonstrate the minimum required development team experience, each team should submit one project for each experience category. When appropriate, teams may submit the same project as evidence of experience across multiple experience categories, or may use different projects to demonstrate experience across categories. In all cases, no more than five (5) total Qualifying Projects should be submitted. **Qualifying Projects will not be scored, but are used to identify if the proposed Development Team meets the minimum development team experience required to develop the Site.**

3. Minimum Developer and Owner Capacity Requirements

a. Financial Capacity

- Latest two (2) years of either signed federal income tax returns (including schedules or attachments, if any); or audited financial statements (with management letters, if any).
- **Attachment 5 – Financing Terms for Developer’s Qualifying Project** to document the equity pricing and debt terms for the Qualifying Project submitted under Minimum Developer Experience.

b. Staffing Capacity

- Description of Key Staff Experience – Provide written narrative of **no more than one page** (in Times New Roman font, 12 font size, and 1-inch margins) to document the experience and capacity of key staff, their workloads, and the organizational structure for supporting staff.

- **Attachment 6 – Projected Staffing Workload Form**, documenting the work assignments (existing or contemplated) associated with each staff person expected to work on the Project for Developer.
- c. **Asset Management Capacity**
- Proposed Owner’s recent **Real Estate Owned (REO) schedule**, documenting the number of projects and average number of units/project currently in Owner’s asset management portfolio.
 - Proposed Owner’s current **asset management staffing**, noting job titles, FTEs, and status of each position (filled/vacant).
 - Proposed Owner’s **organizational chart**.
- d. **Racial Equity Capacity**
- Demonstrate how developer has met the City’s minimum compliance standards for Equal Employment Opportunities on the **Qualifying Project**.

4. Selection Criteria and Scoring

- a. **Experience** – Provide written narrative of **no more than five pages** (in Times New Roman font, 12 font size, and 1-inch margins).
- b. **Vision** - Provide written narrative of **no more than seven pages** (in Times New Roman font, 12 font size, and 1-inch margins).

Additional documents submitted in this section will not be allowed. The two written narratives above will only be the only documents reviewed and scored by the panel.

5. Evidence of Authority

Provide a certified corporate resolution of the applicant or, in the case of a partnership, the applicant’s general partner, expressly authorizing the applicant to provide a response to this RFQ and, if selected by the City, to enter into negotiations with the City for the long-term lease of the MOHCD Site.

6. Disclosure Form

Submit a completed and signed copy of **Attachment 7 – Disclosures**, which requires any respondent to this RFQ to disclose defaults, lawsuits, legal proceedings, bankruptcy filings or financial interests affiliated with MOHCD staff or Citywide Affordable Housing Loan Committee members. The individual who signs the form must be authorized to enter into legal agreements on behalf of the Respondent.

Note Regarding Submittals: Respondents may amend their response prior to the submission deadline. However, after the submission deadline, corrections are only allowed if immaterial and at the sole discretion of MOHCD.

VI. TERMS AND CONDITIONS OF REQUEST FOR QUALIFICATIONS

A. DEVELOPER RESPONSIBILITIES

The Selected Developer will be responsible for all aspects of development of the Site, including but not limited to the following:

- Involving local community stakeholders in the program setting and initial design of the Site.
- Marketing the development to intended target audiences consistent with the four goals of this RFQ, most notably outreach to Black communities historically excluded from quality housing or displaced from their neighborhoods.
- Conducting all appropriate due diligence, investigating and determining conditions of the Site and the suitability of the Site for the proposed Development.
- Securing all required development approvals, including but not limited to any necessary permits or approvals from the City's Planning Department and Department of Building Inspection, and from Federal and State agencies associated with environmental and historic preservation reviews (including Certificates of Appropriateness) as applicable.
- Obtaining adequate financing for all aspects of the proposed Development, including predevelopment, construction and operation.
- Designing and building the Development in a manner that produces a high-quality, enduring living environment.
- Owning, managing, and operating the Development in a manner that ensures its long-term financial viability and the ongoing satisfaction of residents.
- Complying with the requirements of any financing for the Development, including but not limited to:
 - a. Equal Employment Opportunities – The Selected Developer will be required to comply with local and federal procurement requirements, including the provision of equal employment opportunities for disadvantaged business consultants, architects, contractors, and other potential development team members to participate in the Development. To ensure that equal opportunity plans are consistent with City and Federal procurement requirements, sponsors should meet with MOHCD and San Francisco Contract Monitoring Division (CMD) staff prior to hiring their development team to develop a plan for such compliance. Although the City's Contract Monitoring Division (CMD) does not require prior approval or monitoring of procedures for selecting the architect for purposes of responding to this RFQ, the architect's Small Business Enterprise (SBE) status will be counted toward the overall Development's procurement goals which will be set at a later date.
 - b. Environmental Review - Depending on conditions at the Development Site and on Development plans, the proposed Development will be subject to

review under the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA) and specifically the Section 106 historical resources preservation review. Department of City Planning design review may also be required.

- c. Accessibility Requirements - Development sponsors will be responsible for meeting all applicable accessibility standards related to publicly-funded multifamily housing under Section 504 of the Rehabilitation Act of 1973, the Architectural Barriers Act, the Americans with Disabilities Act, and certain statutes and regulations of the City and County of San Francisco. Units must meet TCAC accessibility requirements, which at the time of RFQ drafting require at least 50% of all units to be adaptable and a minimum of 10% of the units to be accessible, including units for the visually and hearing impaired.
- d. Prevailing Wages – This Development will be subject to applicable local, state or federal requirements with regard to labor standards. Developers should take prevailing wage requirements and labor standards into account when seeking estimates for contracted work, especially the cost of construction, and other work to which the requirements apply, and when preparing development budgets overall.
- e. Employment and Training – The Selected Developer will be required to work with the CityBuild initiative of the Office of Economic and Workforce Development to comply with local and federal requirements regarding the provision of employment opportunities for local and low-income residents and small businesses during both the development and operation of the Development, including complying with the City’s First Source Hiring requirements.
- f. Sustainable Design – The Mayor’s Office of Housing and Community Development seeks to maximize the overall sustainability of financed projects. The selected development team will be required to pursue any funding that may become available to help pay for the cost of planning and implementing green building components.
- g. Minimum Insurance Requirements – see Exhibit A – Minimum Insurance Requirements.

B. ERRORS AND OMISSIONS IN RFQ

Respondents are responsible for reviewing all portions of this RFQ. Respondents are to promptly notify MOHCD, in writing, if the respondent discovers any ambiguity, discrepancy, omission, or other error in the RFQ. Any such notification should be directed to MOHCD promptly after discovery, but in no event later than five (5) working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

C. ADDENDA TO RFQ

MOHCD may modify the RFQ, prior to the response due date, by issuing written addenda. Addenda will be sent via email to the last known address of each person or firm listed with MOHCD as having received a copy of the RFQ for proposal purposes. MOHCD will make reasonable efforts to notify Respondents in a timely manner of modifications to the RFQ. Notwithstanding this provision, the Respondent shall be responsible for ensuring that its proposal reflects any and all addenda issued by MOHCD prior to the proposal due date regardless of when the proposal is submitted.

D. OBJECTIONS

1. RFQ Terms. If any interested party objects to any provision or legal requirement in this RFQ, such party must provide written notice to MOHCD at mohcdrfq9@sfgov.org setting forth with specificity the grounds for the objection no later than seven (7) calendar days of the date for submitting qualifications (See Section III(A)). Failure to object in the manner and within the time set forth in this paragraph will constitute a complete and irrevocable waiver of any objection to this RFQ.
2. Notice of Non-Responsiveness. A Respondent may object to a determination that its submission of qualifications is non-responsive to this RFQ by delivering written notice to MOHCD setting forth with specificity the grounds for the objection no later than seven (7) calendar days after the date of the written notice to Respondent of MOHCD's determination of non-responsiveness. Failure to object in the manner and within the time set forth in this paragraph will constitute a complete and irrevocable waiver of any objection.
3. Selection of Development Team for Exclusive Negotiations. A Respondent may object to the selected Development Team and MOHCD Director's authorization to proceed with exclusive negotiations with such Development Team by delivering written notice to MOHCD setting forth with specificity the grounds for the objection by no later than seven (7) calendar days after the selected Development Team has been announced and made public by MOHCD. If a Respondent files a timely objection, the MOHCD Director will review such objection and respond in a timely manner, and MOHCD's authorization to enter into exclusive negotiations with the selected Development Team will not be binding until the MOHCD Director denies the objection. Failure to object in the manner and within the time set forth in this paragraph will constitute a complete and irrevocable waiver of any objection.
4. Delivery of Objections. Respondents must submit objections in writing, addressed to the person identified in this RFQ, and delivered to the MOHCD via email at mohcdrfq9@sfgov.org by the dates specified above in order to be

considered. Written objections must be transmitted by email and that will provide written confirmation of the date MOHCD received the objections. If a written objection is delivered by US mail, the Respondent bears the risk of non-delivery by the deadlines specified above.

E. CLAIMS AGAINST MOHCD

No Respondent will obtain by its response to this RFQ, and separately by its response waives, any claim against MOHCD by reason of any or all of the following: any aspect of this RFQ, any part of the selection process, any informalities or defects in the selection process, the rejection of any or all proposals, the acceptance of any proposal, entering into exclusive negotiations, conditioning exclusive negotiations, terminating exclusive negotiations, approval or disapproval of plans or drawings, entering into any transaction documents, the failure to enter into a lease or lease disposition and development agreement, any statements, representations, acts, or omissions of MOHCD, the exercise of any discretion set forth in or concerning any of the above, and any other matters arising out of all or any of the above.

F. SUNSHINE ORDINANCE

In accordance with San Francisco Administrative Code Section 67.24(e), contractors' bids, responses to RFQ's and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

G. RESERVATIONS OF RIGHTS BY THE CITY

1. The issuance of this RFQ and the selection of a developer pursuant to this RFQ are in no way a limitation of the discretion of any City board, commission, department, employee or official with respect to any review or approval required in connection with the proposed Development. The City's selection of a developer is in no way deemed to be the final approval of any Development proposed by the developer.
2. The information in this RFQ is provided solely for the convenience of respondents.

3. The City expressly reserves the right at any time to do waive or correct any defect or technical error in any response or procedure, as part of the RFQ or any subsequent negotiation process; reject any or all responses, without indicating the reasons for such rejection; cancel this RFQ at any time prior to award and reissue a Request for Qualifications; modify or suspend any and all aspects of the selection procedure, the scope of the proposed Development or the required responses, or the processes indicated in this RFQ; request that respondents clarify, supplement or modify the information submitted; extend deadlines for accepting responses, or request amendments to responses after expiration of deadlines; negotiate with any, all or none of the respondents to this RFQ; make a selection based directly on the proposals, or negotiate further with one or more of the respondents; during negotiation, expand or contract the scope of the proposed Development, or otherwise alter the Development concept in order to respond to new information, community or environmental issues; if at any time prior to the execution of binding agreements with the selected Development Team, MOHCD, in its sole discretion, determines that the selected Development Team will be unable to proceed with a timely and feasible Development in accordance with this RFQ or that the agreement will not serve in the City's best interest, MOHCD may terminate negotiations with the selected Development Team and begin negotiations with the next highest ranked Respondent; or determine that no Development will be pursued.
4. The issuance of this RFQ does not obligate the City to pay any costs whatsoever incurred by any respondent, including but not limited to costs incurred in connection with the preparation or presentation of responses or negotiations with the City. Developer teams responding to this RFQ do so at their own expense.
5. The issuance of this RFQ is only an invitation to submit qualifications and does not constitute an agreement by the City that any contract will actually be entered into by the City. This RFQ does not in any way limit the discretion of any City board, commission, employee or official with respect to any review or approval of any aspect of a proposed Development.
6. The City will not approve any ground lease for the Site that would allow for its development until there has been compliance with the California Environmental Quality Act (CEQA), and, as applicable, the National Environmental Protection Act (NEPA). If the proposed Development is found to cause significant adverse impacts, the City reserves absolute discretion to require additional environmental analysis, and to: (a) modify the Development to mitigate significant adverse environmental impacts; (b) select feasible alternatives which avoid significant adverse impacts of the proposed Development; or (c) reject or proceed with the Development as proposed, depending upon a finding of whether or not the economic and social benefits of the Development

outweigh otherwise unavoidable significant adverse impacts of the Development.

7. The City reserves the right to disqualify any respondent to this RFQ based on any real or apparent conflict of interest that is disclosed by the responses submitted or on the basis of other information available to the City. The City may exercise this right in its sole discretion.

Exhibit A: Minimum Insurance Requirements

1. Developer, Contractors.

(a) to the extent Developer or its contractors and subcontractors have "employees" as defined in the California Labor Code, workers' compensation insurance with employer's liability limits not less than One Million Dollars (\$1,000,000) each accident, injury or illness;

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

(c) business automobile liability insurance, with limits not less than One Million Dollars (\$1,000,000) each occurrence, combined single limit for bodily injury and property damage, including owned, hired and non-owned auto coverage, as applicable;

(d) professional liability insurance of no less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) annual aggregate limit covering all negligent acts, errors and omissions of Developer's architects, engineers and surveyors. If the professional liability insurance provided by the architects, engineers, or surveyors is "Claims made" coverage, Developer shall assure that these minimum limits are maintained for no less than three (3) years beyond completion of the constructions or remodeling. Any deductible over Fifty Thousand Dollars (\$50,000) each claim must be reviewed by Risk Management; and

(e) a crime policy or fidelity bond covering Developer's officers and employees against dishonesty with respect to the Funds of no less than Seventy Five Thousand Dollars (\$75,000) each loss, with any deductible not to exceed Five Thousand Dollars (\$5,000) each loss, including the City as additional obligee or loss payee;

(f) pollution liability and/or asbestos pollution liability applicable to the work being performed with a limit no less than One Million Dollars (\$1,000,000) per claim or occurrence and Two Million Dollars (\$2,000,000) annual aggregate per policy. This coverage shall be endorsed to include Non-Owned Disposal Family Site coverage. This policy may be provided by the Developer's

contractor, provided that the policy must be “claims made” coverage and Developer must require Developer’s contractor to maintain these minimum limits for no less than three (3) years beyond completion of the construction or remodeling.

2. Property Insurance.

Developer must maintain, or cause its contractors and property managers, as appropriate for each, to maintain, insurance and bonds as follows:

(a) Prior to construction:

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

(b) During the course of construction:

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

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

(c) Upon completion of construction:

- (i) (i) Property insurance, excluding earthquake and flood, in the amount no less than One Hundred Percent (100%) of the replacement value of all completed improvements and City property in the care, custody and control of the Developer or its contractor. For rehabilitation/construction Developments that are unoccupied by residential or commercial tenants, Tenant must obtain Property Insurance by the date that the Development receives a Certificate of Substantial Completion.
- (ii) (ii) Boiler and machinery insurance, comprehensive form, covering damage to, loss or destruction of machinery and equipment located on the Family Site that is used by Developer for heating, ventilating, air-conditioning, power generation and similar purposes, in an amount not less than one hundred percent (100%) of the actual replacement value of such machinery and equipment with a deductible not to exceed Ten Thousand Dollars (\$10,000) each loss, including the City as loss payee.

The following notice is provided in accordance with the provisions of California Civil Code Section 2955.5: Under California law, no lender shall require a Developer, as a condition of receiving or maintaining a loan secured by real property, to provide hazard insurance coverage against risks to the improvements on that real property in an amount exceeding the replacement value of the improvements on the property.

3. Commercial Space.

Developer must require that all nonresidential tenants' liability insurance policies include Developer and the City as additional insureds, as their respective interests may appear. Throughout the term of any lease of Commercial Space in the Development, Developer must require commercial tenants to maintain insurance as follows:

- (a) to the extent the tenant has "employees" as defined in the California Labor Code, workers' compensation insurance with employer's liability limits not less than One Million Dollars (\$1,000,000) each accident;
- (b) commercial general liability insurance, with limits not less than One Million Dollars (\$1,000,000) each occurrence, combined single limit for bodily injury and property damage, including coverage for contractual liability; personal injury; advertisers' liability; including coverage for loss of income due to an insured peril for twelve (12) months; owners' and contractors' protective; broad form property damage; explosion, collapse and underground (XCU); products and completed operations coverage;

(c) business automobile liability insurance, with limits not less than One Million Dollars (\$1,000,000) each occurrence, combined single limit for bodily injury and property damage, including owned, hired and non-owned auto coverage, as applicable;

(d) with respect to any tenant who has (or is required by Law to have) a liquor license and who is selling or distributing alcoholic beverages and/or food products on the leased premises, to maintain liquor and/or food products liability coverage with limits not less than One Million Dollars (\$1,000,000), as appropriate;

(e) special form coverage insurance, including vandalism and malicious mischief, in the amount of 100% of the full replacement cost thereof, covering all furnishings, fixtures, equipment, leasehold improvements, alterations and property of every kind of the tenant and of persons claiming through the tenant; and

(f) full coverage plate glass insurance covering any plate glass on the commercial space.

4. General Requirements.

(a) General and automobile liability policies of Developer, contractors, commercial tenants and property managers must include the City, including its Boards, commissions, officers, agents and employees, as an additional insured by endorsement acceptable to the City.

(b) All policies required by this Agreement must be endorsed to provide no less than thirty (30) days' written notice to the City before cancellation or intended non-renewal is effective.

(c) With respect to any property insurance, Developer hereby waives all rights of subrogation against the City to the extent of any loss covered by Developer's insurance, except to the extent subrogation would affect the scope or validity of insurance.

(d) Approval of Developer's insurance by the City will not relieve or decrease the liability of Developer under this Agreement.

(e) Any and all insurance policies called for herein must contain a clause providing that the City and its officers, agents and employees will not be liable for any required premium.

(f) The City reserves the right to require an increase in insurance coverage in the event the City determines that conditions show cause for an

increase, unless Developer demonstrates to the City's satisfaction that the increased coverage is commercially unreasonable and unavailable to Developer.

(g) All liability policies must provide that the insurance is primary to any other insurance available to the additional insureds with respect to claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought and that an act of omission of one of the named insureds that would void or otherwise reduce coverage will not void or reduce coverage as to any other insured, but the inclusion of more than one insured will not operate to increase the insurer's limit of liability.

(h) Any policy in a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs are included in the general annual aggregate limit must be in amounts that are double the occurrence or claims limits specified above.

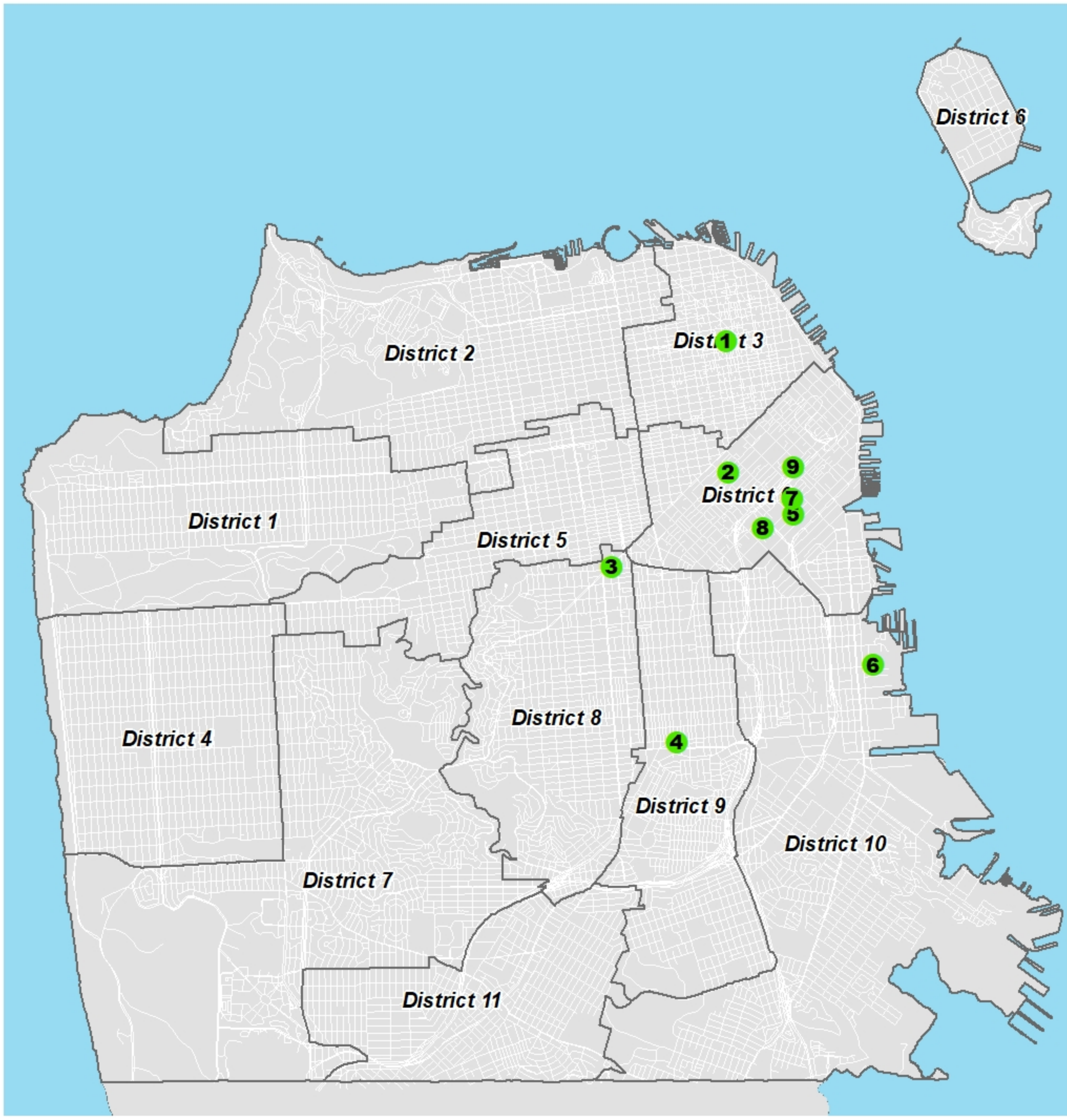
(i) All claims based on acts, omissions, injury or damage occurring or arising in whole or in part during the policy period must be covered. If any required insurance is provided under a claims-made policy, coverage must be maintained continuously for a period ending no less than three (3) years after recordation of a notice of completion for builder's risk or the Compliance Term for general liability and property insurance.

(j) Developer must provide the City with copies of endorsements for each required insurance policy and make each policy available for inspection and copying promptly upon request.

VII. APPENDICES

Exhibit 1: Map of the Sites

Please see attached.



Housing Sites by Address

- 1 772 Pacific Avenue
- 2 967 Mission Street
- 3 1939 Market Street
- 4 1515 South Van Ness Avenue
- 5 88 Bluxome
- 6 Unassigned (Parcel C2A)
- 7 160 Freelon (598 Brannan)
- 8 71 Boardman Place
- 9 725 Harrison Street

 Supervisor District



Attachment 1
RFQ Submittal Checklist

See attached spreadsheet.

Multisite RFQ - Submittal Checklist

Attachment 1

Project Sponsor:

Check Box	Tab #	Submittal Requirement	Attachments & Notes
		RFQ Registration Form	Attachment 2 - RFQ Registration Form
☐	1)	Development Team Characteristics	Attachment 3 - Respondent Description
☐	1.a	Certificate of Good Standing	
☐	1.b	Certification of 501(c)(3) status (for nonprofit corporations)	
☐	2)	Minimum Development Team Experience	
☐	2.a	Minimum Development Experience	Attachment 4 - Qualifying Project Form
☐	2.b	Minimum Ownership Experience	Attachment 4 - Qualifying Project Form
☐	2.c	Minimum Property Management Experience	Attachment 4 - Qualifying Project Form
☐	2.d	Minimum Service Provision Experience	Attachment 4 - Qualifying Project Form
☐	3)	Minimum Developer and Owner Capacity Requirements	
☐	3.a	Financial Capacity	Latest (two) 2 years of tax returns or audited financial statements w/ management letters
☐			Attachment 5 - Financing Terms for Developer's Qualifying Project
☐	3.b	Staffing Capacity	Description of Key Staff Experience – written narrative of no more than one page (in Times New Roman font, 12 font size, and 1-inch margins)
☐			Attachment 6 - Projected Staffing Workload Form
☐	3.c	Asset Management Capacity	Proposed Owner's recent Real Estate Owned (REO) schedule
☐			Proposed Owner's Asset Management staffing noting job titles, FTEs, and status of each position
☐			Proposed Owner's organizational chart
☐			
☐	3.d	Racial Equity Capacity	Meeting City's minimum compliance standards for Equal Employment Opportunities on Qualifying Project
	4)	Selection Criteria and Scoring	
☐	4.a	Experience	Written narrative of no more than 5 pages (in Times New Roman font, 12 font size, 1-inch margins)
	i.	Developer	
	ii.	Owner	
	iii.	Property Manager	
	iv.	Services Provider	
	v.	Racial Equity Strategy	
☐	4.b	Vision	Written narrative of no more than 7 pages (in Times New Roman font, 12 font size, 1-inch margins)
☐	i.	Program Concept	
	ii.	Community Engagement Strategy	
	iii.	Services Delivery Strategy	
	iv.	Financing and Cost Containment Approach	
☐	v.	Racial Equity Strategy	
☐	5)	Evidence of Authority	Certified corporate resolution
☐	6)	Signed Disclosure Form	Attachment 7 - Disclosures

Attachment 2
RFQ Registration Form

See attached. Submit one per organization.

MOHCD Multisite RFQ

Attachment 2

RFQ Registration Form

Name of Organization

Address

Contact Person

Phone:

Email:

Attachment 3
Respondent Description

See attached document.

ATTACHMENT 3: MOHCD MULTISITE RFQ RESPONDENT DESCRIPTION

A1. Developer Information

Name of Lead Developer:	
Director:	
Phone/email address:	
Primary Contact person:	
Phone/email address:	

A2. Co-Developer Information (if applicable)

Name of Co-Developer:	
Director:	
Phone/email address:	
Primary Contact person:	
Phone/email address:	

A3. Development Consultant Information (if applicable)

Name of Consultant:	
Phone/email address:	
Primary Contact person:	
Phone/email address:	

B. Owner Information (if different than above)

Name of Owner:	
Director:	
Phone/email address:	
Primary Contact person:	
Phone/email address:	

C. Property Manager Information

Name of Management Company:	
Address:	
Director:	
Phone/email address:	
Primary Contact Person:	
Phone/email address:	

NOTE: This form will be posted along with the RFQ on the MOHCD website and can be downloaded and filled out electronically. The completed form must be submitted along with all other proposal materials as described in the RFQ.

MOHCD RFQ Version November 2020

D1. Service Provider Information

Name of Service Provider:	
Address:	
Director:	
Phone/email address:	
Primary Contact Person:	
Phone/email address:	

NOTE: This form will be posted along with the RFQ on the MOHCD website and can be downloaded and filled out electronically. The completed form must be submitted along with all other proposal materials as described in the RFQ.

MOHCD RFQ Version November 2020

Attachment 4
Qualifying Project Form

See attached document.

MOHCD MULTISITE RFQ

ATTACHMENT 4: QUALIFYING PROJECT FORM

Experience Categories (circle which applies to this form)	a. Development b. Ownership c. Property Management d. Service Provision																									
Project Name and Address																										
Developer Name																										
Developer Role(s) (<i>i.e.</i> managing partner, limited partner, consultant, etc; identify if joint-venture)																										
Project Type (<i>i.e.</i> new construction, rehabilitation)																										
Construction Dates (indicate construction start and completion year)																										
Construction Type(s) (indicate material, <i>i.e.</i> wood, steel, etc)																										
Total Number of Residential Units																										
Unit Mix (<i>i.e.</i> # of studios, 1-Bdrms, etc; <u>most restricted</u> Area Median Income breakdown, average affordability level)	<table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 10px;"> <tr> <th style="width: 15%;">Unit Type</th> <th style="width: 15%;">≤ 30% AMI</th> <th style="width: 15%;">40% AMI</th> <th style="width: 15%;">50% AMI</th> <th style="width: 15%;">60% AMI</th> </tr> <tr> <td>Studio</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>1-br</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2-br</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3-br</td> <td></td> <td></td> <td></td> <td></td> </tr> </table> Total Number of Units: _____ Average Affordability Level: _____	Unit Type	≤ 30% AMI	40% AMI	50% AMI	60% AMI	Studio					1-br					2-br					3-br				
Unit Type	≤ 30% AMI	40% AMI	50% AMI	60% AMI																						
Studio																										
1-br																										
2-br																										
3-br																										
Population Breakdown (<i>i.e.</i> Family Rental, Senior Rental, Supportive Housing)																										
Amenities Included (<i>i.e.</i> community room, front desk, laundry, resident courtyards)																										
Total Residential Square Footage																										
Total Square Footage of Commercial Area and Use, if any																										
Summary of Financing Sources (indicate construction and																										

NOTE: This form will be posted along with the RFQ on the MOHCD website and can be downloaded and filled out electronically. The completed form however must be submitted along with all other proposal materials as described in the RFQ.

MOHCD MULTISITE RFQ

permanent financing sources and amounts)	
Total Development Cost (include per unit and per square foot cost)	
Government Affordable Housing Program Involvement (briefly describe)	
Budget/Schedule Variance (describe any variance from budget and schedule approved at construction start; explain amount, length of time, reasons and source of funds to cover additional costs)	

NOTE: This form will be posted along with the RFQ on the MOHCD website and can be downloaded and filled out electronically. The completed form however must be submitted along with all other proposal materials as described in the RFQ.

Attachment 5
Financing Terms for Developer's Qualifying Project

See attached document.

ATTACHMENT 5: FINANCING TERMS FOR DEVELOPER'S QUALIFYING PROJECT (submitted under Minimum Developer Experience)

Project Name:		Construction Loan/L.P. Closing Date:	
Joint Venture (circle Y or N, if applicable): Y or N			
CONSTRUCTION LENDER NAME			
Loan Amount			
Construction Loan Rate			
Term			
PERMANENT LENDER NAME			
Loan Amount			
Permanent Rate			
Term/Amortization			
Lender's Fees & Requirements:			
Debt Service Coverage Ratio (DSCR)			
Replacement Reserves (per unit annum)			
Operating Reserves			
Conversion Requirements			
Other Conditions			
TAX CREDIT INVESTOR NAME			
Total Investor Contribution and Amount/Credit			
Capital Contribution Schedule (include timing & amount):			
Construction Closing			
During Construction (describe timing)			
At Conversion			
Other			
Final			
Investor's Fees & Requirements:			
Guarantor(s)			
Asset Management Fee			
General Partner Management Fee			
Incentive Management Fee			
Replacement Reserves (per unit annum)			

NOTE: This form will be posted along with the RFQ on the MOHCD website and can be downloaded and filled out electronically. The completed form however must be submitted as a hard copy along with all other proposal materials as outlined in the RFQ.

Operating Reserves	
Credit Adjuster and Timing Adjuster Requirements	
Other Conditions	

NOTE: This form will be posted along with the RFQ on the MOHCD website and can be downloaded and filled out electronically. The completed form however must be submitted as a hard copy along with all other proposal materials as outlined in the RFQ.

Attachment 6
Projected Staffing Workload Form

See attached spreadsheet.

ATTACHMENT 6 - PROJECTED STAFFING WORKLOAD FORM

PROJECTED STAFFING WORKLOAD

Please complete this form for Developer and Co-developer Add additional lines and/or columns if necessary.
List and identify all work assignments (existing or contemplated) associated with each staff person expected to work on the identified project from the beginning of predevelopment to start of construction.
Estimate the percentage FTE each person is expected to dedicate to each Project Assignment or other task

DEVELOPER (Name):			Development Project Assignments (% FTE for each assignment) - must identify all projects				Other Assignments	
Staff person Name	Position Title	Total FTE %						
		0%						
		0%						
		0%						
		0%						

CO-DEVELOPER (Name):			Development Project Assignments (% FTE for each assignment) - must identify all projects				Other Assignments	
Staff person Name	Position Title	Total FTE %						
		0%						
		0%						
		0%						
		0%						

NOTE: This form will be available along with the RFQ on the MOHCD website and can be downloaded and filled out electronically.
However, the completed form must be submitted along with all other proposal materials as outlined in the RFQ.

Attachment 7

Disclosures

Instructions: *Please respond completely to each question below. If the Respondentⁱ is an individual, then the information relative to that individual should be disclosed. If the Respondent is a group or joint venture, then information relative to each member of the group or entities that comprise the joint venture should be disclosed. If the Respondent is a corporation, then the information relative to the corporation should be disclosed.*

1. Has Respondent ever defaulted on a loan or other financial obligation? This includes all affiliate corporations and partnerships in which Respondent is or was a general partner. If so, please describe the circumstances including dates and current status:

2. Are there any prior or pending legal proceedings, actions, convictions or judgments that have been filed against Respondent or its wholly owned subsidiaries, or any prior or pending arbitrations or mediations? If so, provide dates the complaints were filed and the present status of the litigation or the status of the arbitrations or mediations:

3. Are there any prior or pending administrative complaints/hearings against or any debarment or suspensions of or other administrative determinations by any federal, state or local government entity relating to Respondent, against any of Respondent's affiliated corporations or partnerships in which Respondent is a general partner, or other business entity? If so, please describe the circumstances including dates, agency or body conducting the investigation or inquiry and the current status:

4. Has Respondent or its wholly owned subsidiaries ever filed for bankruptcy? Please include dates and jurisdiction of filing, the reason, and current status:

5. Describe any business, property, gifts, loans, investments or other financial relationships Respondent, or its individual principals, corporation, LLC, LLP, affiliated corporations or partnerships in which Respondent is a general partner, may have with any senior staff of the Mayor's Office of Housing and Community Development (MOHCD) or any member of the Citywide Affordable Housing Loan

Committee or his/her immediate family which are considered a financial interest as defined by Section 87103 of the Fair Political Practices Act.ⁱⁱ

Respondent hereby certifies under penalty of perjury under the laws of the State of California that all information provided in this Disclosure questionnaire is true and correct.

Date: _____ Signed: _____

ⁱⁱ For the purposes of this RFP, the term “Respondent” shall mean the respondent to this RFP regardless of legal form. Thus Respondent applies to individuals, sole proprietorships, joint ventures, unincorporated associations, partnerships, LLCs, LLPs, corporations (whether for profit, nonprofit, California or out of state) and any other entity legally entitled to do business in the State of California.

ⁱⁱ In summary Government Code Section 87100 requires any public officials participating in making decisions to refrain from using their official position to influence a governmental decision in which they know or has reason to know they have a financial interest. Section 87103 defines a financial interest as one that has a material, financial effect on the official or a member of their immediate family as follows: business interest – over \$2,000; real property interest – over \$2,000; other source of income within 12 months before the decision – over \$500; gift or intermediary for donor of gift within 12 months - \$250; business entity in which the official is a director, officer, partner, trustee, employee or holds a position of management. See Government Code Section 87103 for the complete definition.



Citywide Affordable Housing Loan Committee
Mayor’s Office of Housing and Community Development
Department of Homelessness and Supportive Housing
Office of Community Investment and Infrastructure
Controller’s Office of Public Finance

772 Pacific Senior

Additional Predevelopment of \$3,847,903 &
Up to \$61,319,712 Preliminary Gap
including \$1,740,000 AHP Bridge Loan

Evaluation of Request for:

Loan Committee Date:
Prepared By:
MOHCD Asset Manager:
MOHCD Construction Manager:
Sources and Amounts of New City
Funds Recommended:

Preliminary Gap Funding – CDLAC/TCAC Application

May 15, 2026
Judy Shepard-Hall, Senior Project Manager
Heather Gladding
Carrie Thomas

PREDEVELOPMENT: \$3,847,903 HOME FUNDS

GAP:

\$2,155,355 530 SANSOME IMPACT FEE
\$250,000 CHINATOWN COMMUNITY DEV FUND
\$5,994,226 HOUSING TRUST FUND (HTF)
\$6,385,504 HOME FUNDS
\$35,000,000 2019 GO BOND

TOTAL: \$49,785,085

ACQUISITION \$2,178,786 CDBG FUNDS

PREDEVELOPMENT

\$1,936,205 HOUSING TRUST FUND
\$3,000,000 2019 GO BONDS
\$100,000 772 MONTGOMERY DONATION
\$2,650,519 HOME FUNDS

TOTAL: \$6,972,410

Total Funds by Source:

\$2,155,355 530 SANSOME IMPACT FEE
\$250,000 CHINATOWN COMMUNITY DEV FUND
\$100,000 772 MONTGOMERY DONATION
\$7,836,205 HTF
\$12,883,926 HOME FUNDS
\$38,000,000 2019 GO BOND

TOTAL REQUEST: \$61,319,712

772 Pacific Senior Additional Prev and Preliminary Gap
772- 758 Pacific Street

May 15, 2026
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NOFA/Program/RFP/Rfq:	Multisite Request for Qualifications dated November 30, 2020 (Multisite RFQ)
Applicant/Sponsor(s) Name:	Chinatown Community Development Center
Ultimate Borrower Entity	New Asia Housing, L.P.
Sponsor's Project Manager	Tony Li, Project Manager

PROJECT SUMMARY

Chinatown Community Development Center ("Chinatown CDC" or "CCDC" or the "Sponsor") requests an updated preliminary gap financing commitment of \$61,319,712 for the Sponsor's CDLAC/TCAC application for tax credits and bonds to finance a new 175-unit affordable housing development for seniors located at 772 Pacific and 758 Pacific Avenue ("Project"), with:

- 44 units (25% of total units) serving formerly homeless seniors subsidized by the City's Local Operating Subsidy Program ("LOSP"), and restricted to household at 30% Area Median Income ("MOHCD AMI"),
- 65 units for extremely low-income seniors supported by the City's Senior Operating Subsidy Program ("SOS") and restricted at 60% MOHCD AMI,
- 49 units serving extremely low-income seniors supported by the City's Affordable Housing Opportunity Fund ("AHOF") restricted at 60% MOHCD AMI, in addition, 5 PLUSs Housing units serving extremely low-income seniors restricted at 50% MOHCD AMI, subsidized by AHOF and
- 11 unsubsidized units, 5 serving extremely low-income seniors restricted at 15% and 10 at 25% AMI.

The City's Consolidated Plan 2025-2028, Goal iii, prioritizes the creation of additional affordable housing units.

In September 2025, the Sponsor was awarded Multifamily Housing Program (MHP) funds from the California Department of Housing and Community Development in the amount of \$32,000,000 and Loan Committee approved additional predevelopment HOME funds in the amount of \$2,650,519 in December 2025. At that time Total Development Costs ("TDC") were \$175,296,288 with a MOHCD soft loan of \$53M. Total development costs have increased by \$1,401,698 from \$175,296,288 to \$176,947,986, with HOME funds increasing the cost by \$1M due to BABA requirement.

CCDC now requests an updated preliminary MOHCD gap commitment of \$61,319,712 to support the Project's application to CDLAC/TCAC due by May 19, 2026, includes an MOHCD AHP bridge loan. Included in this \$61.3M, the Sponsor will have a commercial loan of \$7.7M, separate of the residential, to fund the development of the Community Serving Commercial Space. Finally, MOHCD must

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772- 758 Pacific Street

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enter into a HOME contract for \$3.8M before September 2026, in order to meet HUD regulatory requirements, which will require a loan amendment with approval by the Board of Supervisors.

This Loan Evaluation updates Loan Committee on the financing plan, Project status and the proposed total budget. The Sponsor will return to Loan Committee in November 2026 with a full gap loan evaluation and updated budget based on hard cost bid numbers prior to start of construction in February 2027.

PROJECT DESCRIPTION

Construction Type:	Type I concrete	Project Type:	New Construction
Number of Stories:	15	Lot Size (acres and sf):	Residential: 0.21acres / 9,219 sf plus Commercial: 0.045 acres + 1950 sf
Number of Units:	175	Architect:	Herman Coliver Locus Architecture (HCLA)
Total Residential Area:	130,346 sf	General Contractor:	Cahill/Pilot JV
Total Commercial Area:	11,932 sf	Property Manager:	CCDC
Total Building Area:	142,278 sf	Supervisor and District:	Danny Sauter (D3)
Landowner (Current):	City and County of San Francisco		
Total Development Cost (TDC):	\$176,947\$986	Total Acquisition Cost*:	\$2,178,786
TDC/unit:	\$1,011,131 \$964,440 without commercial cost	TDC less Acquisition cost/unit:	\$998,6816 per unit \$951,989 without commercial cost
Loan Amounts Requested less Acquisition cost:	\$53,621,272/Residential \$7,698,440/Commercial	Requested Amount / unit:	\$306,407 (Residential) \$43,991 (Commercial)
3 HOME Funds?	Y	Podium/Other Parking	N
33# of Elevators?	2 for residential + 1 for commercial	Basement	Y

PRINCIPAL DEVELOPMENT ISSUES

- **Commercial Costs:** The Sponsor is proposing a community benefit use of the commercial space, which required the use of the basement, its own elevator, and commercial kitchen. As such, the commercial costs are higher than normal at around \$7.7M, which is not a typical MOHCD project cost. Given MOHCD funding constraints, it is recommended that the team pursue additional value engineering and contingency reductions to lower hard costs and identify opportunities to reduce soft costs before the final gap loan request. Please see Section 5.6 for more information.
- **Tax Credit Market Conditions:** The tax credit market continues to show uncertainty which may impact the amount of the MOHCD loan. Sponsor is assuming \$0.92 federal credit pricing based on the Project's scope and location, which is higher than what MOHCD has seen on other recent projects. Given that the selection of the tax credit investor and lender is pending, the Sponsor will obtain letters of interest from investors upon CDLAC award. If the market adjusts downward, the decrease in tax credit equity could increase MOHCD's gap loan to the Project. Please see Section 9.2 Recommended Loan Conditions.
- **Relocation Timing:** The current residential tenant is scheduled to vacate in October 2026, however the relocation consultant and the two current commercial tenants are in discussions around identifying a replacement commercial space. Delays to the move out of the commercial space could delay the start of demolition. Please see Section 5.4.
- **Neighbor Agreements:** The Sponsor must acquire neighbor agreements for the tower crane swing, expansion joints, and any access needed from neighboring buildings for construction prior to closing. Please see Section 1.1 and 6.5.6 for more information .
- **PG&E Post-Construction Cost Reconciliation Fees:** Since October of 2025, PG&E has issued cost reconciliations for eight MOHCD projects at an average of \$9,226 per unit and an average increase over the Final Service Agreement invoices of \$4,386 per unit. As MOHCD negotiates with PG&E to alter this process, this continues to be a risk for all new construction developments that are served through the Wholesale Distribution Tariff ("WDT") system. These additional costs are not included in the budget and will be mitigated by careful monitoring of the hard cost contingency to ensure a balance at the end of construction that can offset this potential cost. See Section 6.5.6.

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SOURCES AND USES SUMMARY

Predevelopment Sources	Amount	Per Unit	Terms	Status
MOHCD Predev	\$4,100,000	\$23,429	3 yrs @ 3% Def	Committed
MOHCD Addt'l Predev #1	\$888,945	\$5,080	3 yrs @ 3% Def	Committed
MOHCD Acquisition	\$2,178,786	\$12,450	3 yrs @ 3% Def	Committed
MOHCD Addt'l Predev #2	\$2,650,519	\$15,146	3 yrs @ 3% Def	Committed
MOHCD Addt'l Predev #3	\$3,847,903	\$21,988	3 yrs @ 3% Def	This Request
Total	\$13,666,153	\$78,092		

Permanent Sources	Amount	Per Unit	Terms	Status
MOHCD* (includes AHP Bridge Loan)	\$53,371,272	\$304,978	55 yrs @ 3% Def yrs / Res Rec	This Request
MOHCD-Commercial Loan	\$7,698,440	\$43,991	55 yrs @ 3% Def/Res Rec	This Request
MOHCD-Accrued Def Interest	\$3,167,830	\$18,102		Committed
Commercial-Accrued Def Interest	\$472,337	\$2,699		Committed
HCD- MHP	\$32,000,000	\$182,857	.042% Annual	Committed
Contributed GP Equity	\$70,000	\$400		This Request
Deferred Developer Fee	\$5,000,000	\$28,571		This Request
Tax Credit Equity	\$74,918,107	\$428,103	Price per credit: \$0.92	Not Committed
Total	\$176,947,986	\$1,011,131		

Permanent Uses	Amount	Per Unit	Per SF
Acquisition	\$0	\$0	\$0.00
Hard Costs**	\$135,358,225	\$773,476	\$951.36
Soft Costs	\$30,743,239	\$175,676	\$216.08
Reserves	\$846,522	\$4,837	\$5.95
Developer Fee	\$10,000,000	\$57,143	\$70.28
Total	\$176,947,986	\$1,011,131	\$1,243.68

*Does not include Acquisition amount of \$2,178,786

**Link to Cost Comp Chart: [772 Pacific Cost Comp Chart 14APR2026.xlsx](#)

WAIVERS REQUESTED – N/A

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772- 758 Pacific Street

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1. BACKGROUND

1.1 Project History Leading to This Request

For background on the \$2.9M acquisition and additional predevelopment loan approved in January 2024, please see Attachment E. For more information on the updated preliminary gap commitment approved by Loan Committee in April 2025, please see Attachment F.

The final 772 Pacific development will be located on the combined lots of 772 and 758 Pacific Avenue and will provide 174 affordable units (124 studios, 50 one-bedrooms) plus one 2-bedroom manager's unit. The development will have 44 units (25% of total units) serving formerly homeless seniors subsidized by the City's Local Operating Subsidy Program (LOSP) at 30% Area Median Income (MOHCD AMI), 65 units serving extremely low-income seniors supported by the City's Senior Operating Subsidy (SOS) at 60% Area Median Income, 49 units serving extremely low-income disabled seniors subsidized by the City's Affordable Housing Opportunity Fund Program ("AHOF ") at 60% Area Median Income, in addition to 5 Plus Housing units serving extremely low income seniors supported by AHOF at 50% Area Median Income, and the remaining 11 unsubsidized units serving extremely low-income seniors at 15% and 25% MOHCD AMI (the "Project"). This varies from the unit mix presented in December 2025 for approval since the Sponsor was awarded AHOF funding, which had increased the number of units supported by a subsidy from 114 to 168 total units.

Since the last Loan Committee approval in December 2025, the Sponsor has been working to complete the following:

- Quiet Title Gap Action – The Project Sponsor identified a half-inch discrepancy between the two properties, called "Title Gap" that will be rectified via "Quiet Title Action". Quiet Title Action must occur prior to submission of the Special Use District ("SUD") application by the Supervisor. On January 27, 2025, Perkins Coie filed motion for publication of the summons with the Court to add the ½ inch gap on the 772 Pacific parcel. The judge entered a judgement on December 8, 2025 to grant the order to be issued immediately.
- Lot Merger - On a parallel track with Quiet Title Action the surveyor prepared documentation and applied for commercial subdivision, at the request of MOHCD, which was submitted with lot merger application simultaneously and approved on December 2, 2025.
- SFPUC Application - Draft Service Agreement from PG&E provided on November 25, 2024, with Initial payment submitted via John Bidwell at SFPUC. The draft Service Agreement confirmed by PG&E via SFPUC in March 2026. Once the final Service Agreement is executed, the Project must proceed within 2 years.
- On February 13, 2025, HCD released the SuperNOFA application, with applications due two months later. In June 2025, Sponsor received a score of 92/100, having lost 3 points partly due to not satisfying the Surplus Land Act requirements Sponsor appealed to HCD for the missed

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points , but that appeal was denied. CCDC submitted a third appeal letter on July 14, 2025, and received an approval and award from HCD at the end of August 2025.

- Commercial Space -The future banquet hall operator, Mr. So of the former New Asia, has executed an LOI, which was shared with MOHCD in June 2025. Around the same time of LOI execution, CCDC and the design team met with Mr. So for banquet hall design input and have adjusted the design accordingly.
- Encroachment- Surveys show that the 3 Stark Street building (Seabird Preschool) is encroaching into 772 Pacific Ave. An encroachment agreement will be needed, which could be helpful in obtaining Neighbor Agreement regarding access to the Preschool outdoor play area during construction. CCDC is exploring internal cross bracing combined with a tie-back option to avoid shoring only with tiebacks in case CCDC is not able obtain encroachment approval for shoring from all 8 neighbors.

A full gap loan evaluation and updated budget will be presented to Loan Committee in Fall 2026 for review and approval prior to construction start based on hard cost bid numbers.

Summary of Key Project Milestones

2026	
March	Cost Estimate based on 25% Design Drawings
April	Demolition Permit
May	CDLAC/TCAC Application
June	Site Permit Approval
July	BOS Approval of the 758 Pacific Purchase & Sales Agreement; and 772+758 Pacific Ground Lease, and Second Loan Amendment
October	Title Transfer of 758 Pacific to the City
November	Loan Committee Approval
December	Begin Demolition
2027	
January	Gap Loan Closing Approval
February	Construction Start
2028	

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February	AHP Application
2029	
July	Commence Marketing
October	Construction Completion & Commence Move-Ins

See Attachment A for a full schedule.

1.2 Applicable NOFA/RFQ/RFP

See Attachment E for Threshold Eligibility Requirements and Ranking Criteria

Through the Multi-site RFQ issued on November 30, 2020, Chinatown CDC was selected to develop the Site. The Sponsor met the minimum threshold eligibility requirements and as the only team to submit qualifications for the Site, was selected as the highest scoring team from the competitive RFQ process. The table below demonstrates the scoring from the selection panel and ranking criteria for selection.

Category	Possible Points	CCDC & Catholic Charities
Experience	50	35
Vision	50	53
Total Points	100	88

Catholic Charities partnered with CCDC originally in order to provide services for PLUS Housing residents. When the team found out that the project only included five (5) PLUS Housing units and the level of service expected was not required, Catholic Charities decided to step away from the partnership to better focus on Projects requiring higher demand service.

1.3 Borrower/Grantee Profile

See Attachment B for Borrower Organization Background; Attachment C for Developer Resume; Attachment D for Asset Management Analysis

1.3.1 MOHCD/OCII Borrower

CCDC created New Asia Housing, L.P., which will be the ultimate borrower and is the borrower on the amended and restated predevelopment loan agreement dated effective of August 20, 2024. New Asia Housing, L.P. will also be the borrower of this additional predevelopment and preliminary gap loan request, if approved.

1.3.2 Joint Venture Partnership N/A

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1.3.3 Relevant Borrower Project Management Experience and Capacity

See Attachment C for Developer Resume

CCDC began developing affordable housing over four decades ago and has built or rehabilitated 36 properties across San Francisco. Totalling 3,194 units, this portfolio includes 874 units for seniors and 314 supportive housing units. Another 576 are former public housing units with deeply supportive service provision in Chinatown (including 92 apartments for seniors) and through the HUD RAD program these units received \$150 million in renovations. About half of CCDC’s buildings are Type I construction, and an additional five buildings are either Type III/I or Type V/I.

Twenty years ago, CCDC developed 105 apartments for seniors at International Hotel, Chinatown’s last new affordable housing project. And in 2017, CCDC launched their Small Sites and SRO Programs to acquire and complete critical life-safety repairs in Chinatown buildings with vulnerable residents at risk of eviction. Since then, CCDC has preserved 130 units, primarily serving seniors, as permanent affordable housing.

Tony Li, who is bilingual in Cantonese and English and managed relocation for all RAD properties and worked on a new family housing project, will work as the Project Manager with 50% of his time towards the development of the Project.

Bo Han started in CCDC’s Housing Development Division in 2019 and has acquired, developed, and substantially renovated 380 apartments and performed green retrofits benefitting an additional 248 units throughout San Francisco. Han will devote 40% of her time to the Project.

1.3.4 Current MOHCD Projects Underway

Below is a list of projects that developers have currently underway with MOHCD.

Name/Address of Project	Project Status	Notes
1515 South Van Ness	Construction	No major issues.
1303 Larkin	Construction	No major issues.
730 Stanyan	Leasing	No major issues.
Phil C. Chin Commons	Leasing	No major issues.
Golden Gate Apartments	Predevelopment	No major issues.

1.3.5 Past Performance

City Audits/Performance plans

The Community Development (“CD”) division of MOHCD has contracts with CCDC. CCDC is in good standing with their contractors. CCDC has strong operating and fiscal systems to support their property operations. CCDC hires competent staff, provides consistent training and supervision and takes pride in delivering quality housing for low-income communities. MOHCD’s Director of Residential and

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Community Services has a relationship with CCDC as a property manager and noted that “CCDC has stepped up at times and taken on large amounts of work that stretched their agency and created some challenges. Even in those circumstances CCDC has been a thoughtful partner who has learned from mistakes and taken responsibility to course correct.” CD supports CCDC’s loan request.

Compliance with MOHCD Processes

Marketing:

CCDC has consistently demonstrated professionalism and reliability in its partnership with MOHCD lease up team. From the outset, CCDC have shown a strong ability to follow instructions and adhere to all guidelines provided, ensuring compliance and smooth execution of the marketing strategy. Their communication practices are exemplary—clear, timely, and responsive—making collaboration efficient and transparent.

The non-profit is well-staffed with a team that brings expertise in marketing and outreach. Additionally, CCDC’s interactions with the public are courteous and respectful, fostering trust and confidence in the services they provide.

Overall, CCDC has proven to be a dependable partner, meeting and often exceeding expectations with their professionalism, operational capacity, and commitment to serving the community.

Asset Management

For 2024 Annual Monitoring Report (AMR) reporting, CCDC had 26 AMRs due. There were 23 submitted on time, and three were submitted late. CCDC reported 5 evictions for Reporting Year 2024. There were no compliance issues flagged.

CCDC also had eight AMRs due for projects where they were co-sponsor. All eight of those reports were submitted on time. There were five reported evictions. There were no compliance issues flagged.

Tenant Demographics and Eviction Data:

CCDC owns and operates 3,194 affordable housing units in San Francisco. The chart below represents the total number of tenants living in the Sponsor’s REO residents (4,454) that provided demographic information to the Sponsor, disaggregated by race. In 2025, there were 32 evictions across CCDC’s 55 properties. CCDC does not have eviction data disaggregated by race.

Race	Ethnicity
Asian: 58%	Not Hispanic or Latino: 75%
White: 10%	Hispanic or Latino: 12%

Black: 10%	Declined to Answer: 14%
Other: 13%	
Native Hawaiian: 1%	
American Indian or Alaska Native: 1%	
Decline to Answer: 8%	

1.4 Proposed Property (Land and Improvements) Ownership Structure

After the title transfer of 758 Pacific is approved in July 2026, New Asia Housing L.P. will transfer 758 Pacific to the City by end of September 2026, then merge the two parcels. The City will then own both properties. With the transfer of 758 Pacific to the City, the 758 Pacific-acquisition note for the predevelopment loan will be terminated. The City will ground lease the merged parcel to the limited partnership before construction closing, and the City will be fee owner of the merged parcel. The merged parcel ground lease will have a 75-year initial term (with an option to extend up to 99-years).

In order to facilitate a quicker construction period, the Ground Lease will be executed by the end of September, and the Sponsor will take the land at that time to start demo and abatement. The City’s execution of a long-term ground lease for 758 and 772 Pacific is subject to approval by the City’s Board of Supervisors in June 2026 alongside the 758 Pacific title transfer.

- Annual rent shall be set at 10% of the fair market appraised value of the combined parcel, re-determined on the 15th anniversary date of ground lease and every 15 years thereafter.
- Payment shall consist of an annual Base Rent of \$100, collected annually regardless of cash flow and considered a Project expense.
- Residual Rent of 10% of the appraised unrestricted value of the Site will only be collected to the extent that cash flow is available and does not accrue.
- Administrative Fee of \$15,000 for ground lease monitoring and is also considered a Project expense.

2. DEVELOPMENT TEAM

Consultant Type	Name	SBE/LBE
Architect	Herman Coliver Locus Architecture + Stan Teng Architecture	Y
Architect Consultants	E350 (MEP)	

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	GLS (Landscape) Luk & Associates (Civil) Tucci (Lighting) Michael Thrailkill (Spec Writer)	
Structural Engineer	KPFF	N
Owner's Rep/Constr. Mgr.	Armando Vasquez	SBE
Other Owner Consultants	Langan (Geotech & Environmental) Luk & Associates (Survey) UDCE (Utilities) Stok (Code/Fire life) Jules Mancilla (Permit expediting) McGinnis Chen (waterproofing) American Trash Company (Waste management) Palmer Appraisal (appraisal) Resonance Acoustics (acoustical)	
General Contractor	Cahill/Pilot JV	JV SBE
Financial Consultant	California Housing Partnership	N
Legal	Gubb & Barshay	N
Property Manager	CCDC (all units)	N
Services Provider	CCDC (all units)	N
Hazardous Consultant	ACC Environmental Consultants	N
Relocation Consultant	Overland, Pacific & Cutler	N

2.1 Procurement Plan

The Contract Monitoring Division (CMD) has established the LBE/SBE professional services goals for the Project at 20%. At present the team is meeting set goal.

2.2 Opportunities for BIPOC-Led Organizations.

CCDC has actively pursued joint ventures with other community development organizations including Mission Economic Development Agency ("MEDA") and Young Community Developers ("YCD") to build their development capacity such that they are able to administer projects without a development partner. The Sponsor will continue building diverse development teams at the Project by working with consultants that are BIPOC owned and led.

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3. SITE DUE DILIGENCE

See Attachment E for site map with amenities

Site Description	
Zoning:	CRNC – Chinatown-Residential-Neighborhood Commercial; obtained New Asia Senior Housing Special Use District (SUD)
CEQA Applies?	No. Per AB 1449, Project is exempt from CEQA
NEPA Required?	Yes, NEPA was completed to receive CDBG and HOME funds associated with acquisition of 772 Pacific Ave. I
Maximum units allowed by current zoning (N/A if rehab and delete row):	175 units per SUD executed on 11/14/2024
Soil type:	A Phase One Environmental Site Assessment (“ESA”) was conducted on November 21, 2016 by EBI Consulting (“EBI”). The report stated the Site is located within the Pacific Border physiographic province, which is characterized by steep rolling hills and mountains and consists of severely folded, faulted, and commonly metamorphosed marine and continental sediments. The soil type beneath the Site is classified as Urban Land which reportedly exhibits very slow infiltration rates. Estimation of local subsurface parameters such as permeability, moisture content, and organic fraction is not feasible without site-specific testing data. No current or historic oil and gas activity was identified at the Site.
Environmental Review:	The ESA found no evidence of recognized, historical, or controlled environmental conditions. However, EBI made the following recommendations: • Conduct a Ground Penetrating Radar (“GPR”) survey and Phase II Assessment to evaluate potential presence and impact from gasoline Underground Storage Tank (“UST”) installed in 1953. The team has brought onboard GPR utility locator to locate the UST as a visual inspection did not provide sufficient information. • Develop and implement an Asbestos Operations and Maintenance (O&M) Plan. • Conduct a limited subsurface investigation to characterize subsurface conditions at this location.

TR&A Inc. also conducted a Phase II site assessment in March 2017 which confirmed the presence of an abandoned UST. An updated Phase I Environmental report was prepared on 6/2/2023. The cost of removal is included as part of the Project's development budget.

- Presence of contaminated fill material (~13 ft of undocumented fill has heavy metals including lead)
- Regional Petroleum Hydrocarbon contamination (potentially attributed to historical presence of gasoline service station and automotive repair shops since 1920s)
- Regional Chlorinated Solvents Contamination (possibly attributable to dry cleaners discharges nearby as early as 1930s.)

Adjacent uses (North):	Chung Chou City Inc. Grocery Store
Adjacent uses (South):	Central Ping Yuen Affordable Housing
Adjacent uses (East):	750-754 Pacific Avenue, a 3-story mixed use building with 2 stories of SROs over ground floor commercial spaces of LJ Salon and a decorative pottery pop-up store.
Adjacent uses (West):	Gum Sing Market
Neighborhood Amenities within 0.5 miles:	<u>Medical Services</u> Chinese Hospital- 845 Jackson St

Grocery Stores & Supermarkets

Long Hua's Grocery Store – 906 Stockton St
Mel's Groceries Inc. – 1037 Stockton St
Charming Sun Market Inc. – 49 Walter U Lum Pl.
C&Z Grocery- 1002A Jackson St
Kiki Supermarket- 1165 Powell St
May Sun Market- 1101 Grant Ave
Lien Hing Supermarket- 1121 Stockton St
J & L Vegi Supermarket- 1221 Stockton St
Powell Grocery- 1301 Powell St
Golden Mountain Market- 844 Jackson St
Pang Kee Bargain Market- 1308 Stockton St
S&S Grocery- 1461 Grant Ave
Grant & Green Market- 1401 Grant Ave
ABC Supermarket Inc. – 641 Broadway
V J Grocery – 1199 Clay St

Sheng Hing Market Inc. – 1107 Stockton St
J&W Market- 723 Pine St
Jamie Food Co- 1135 Stockton St, #2
Hop Hing Market -1211 Stockton St
Tian Tian Market Inc. -1117 Stockton St

Places of Worship

Presbyterian Church-Chinatown – 925 Stockton St
Saint Peter and Paul Church- 666 Filbert St
Old Saint Mary’s Cathedral – 660 California St
Chinese United Methodist Church- 920 Washington St
Buddha’s Universal Church- 720 Washington St
Chinese Independent Baptist Church – 981 Washington St

Libraries

Chinatown Branch Library- 1135 Powell St
North Beach Branch Library – 850 Columbus Ave

Schools & Colleges

City College of San Francisco, Chinatown/North Beach Branch -
808 Kearny St
Gordon J. Lau Elementary School- 950 Clay Street
Garfield Elementary School-420 Filbert St
Jean Parker Elementary School- 840 Broadway
Francisco Middle School – 2190 Powell St

Public Transportation within 0.5 miles:	Cable Car lines: Powell/Hyde & Powell/Mason (Stops on Washington/Mason, Jackson/Mason). Muni bus lines: 12, 10, 1, 8, 30, 45, 41, 8AX, 8BX.
Article 34:	Article 34 exemption was obtained in December 2021. Due to SB 469, which took effect on January 1, 2024, Project does not require an updated exemption letter.
Article 38:	Not exempt. The Project is within the Air Pollutant Exposure Zone (2020) and will be required to comply with SF DPH regulations as part of building permitting.
Accessibility:	TCAC Code for Senior projects requires 50% of all low-income units to be accessible with Mobility Features.
Green Building:	Project will meet the LEED Silver per San Francisco Green Building Cod.
Recycled Water:	Exempt

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Storm Water Management Plan Status:	Applicable. The Storm Water Management (SWM) Ordinance is applicable to the Project and submitted a SWM Plan with the site permit submittal during the predevelopment phase.
Proposition I Notice	Date of Notice: 3/14/2024

3.1 Site Description Narrative

The new Site that includes 772 Pacific and 758 Pacific is an infill development. Located at an elevation of approximately 85 feet above mean sea level (msl), the Site slopes down to the east along the front sidewalk. Located at 772 Pacific, New Asia Restaurant was one of the last banquet halls in Chinatown neighborhood. During the coronavirus pandemic and Shelter-In-Place ordinance, in March 2020, New Asia changed its use from a restaurant to a market. See Section 4.10 Relocation and Sections 4.6 and 4.7 for interim plan and long-term plan for New Asia Restaurant.

3.2 Zoning Narrative

The Project is consistent with the Planning Code and SUD and is eligible for approval using the State Density Bonus Program for 100% Affordable Housing (also known as AB 1763), which provides three additional stories, form-based density, and up to four incentives/concessions. The Project may also be eligible for approval under the local Affordable Housing Density Bonus Program (AHBP), as long as the Project is compliant with all objective standards of the Planning Code plus the allowable Zoning Modifications provided by the AHBP in Planning Code Section 206.4(c)(5). The AHBP also provides three additional stories of height and form-based density. For this application, the Sponsor pursued approval under AB 1763 and AHBP.

The Project has requested re-zoning to achieve higher density of 15-stories by creating a Special Use District (“SUD”) through Planning. A lot merger was part of the SUD review. Planning completed the new Asia, L.P. SUD application and obtain approved from the Board of Supervisors in November 2024.

The lot merger requires a separate legislative approval process; through San Francisco Department of Public Works’s Bureau of Street Use & Mapping (“DPW-BSM”) with approval by Planning after the City takes title of 758 Pacific and both 758 Pacific and 772 Pacific are ground leased to New Asia, L.P. .

3.3 Seismic, Probable Maximum Loss

N/A

3.4 Local and or Federal Environmental Review

Local (CEQA):

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The Project meets the site criteria under Assembly Bill No.1449 and is exempt from CEQA.

Federal (NEPA):

The Project completed NEPA to receive CDBG funds associated with acquisition of 758 Pacific Ave and subsequently to receive HOME funds for additional predevelopment activities. The authorization un?? to grant funds was approved by HUD on August 9, 2024.

Section 106/Historic Preservation/SHPO: Project is not a known historic resource or located in a designated historic district and no Section 106 review is required.

3.5 Environmental Issues

See above.

3.5.1 Phase I/II Site Assessment Status and Results

Information about the Phase I and Phase II is in the chart above.

3.5.2 Potential/Known Hazards

See above regarding removal of the UST which has been incorporated into the Project's permanent sources and uses budget. In regard to asbestos, the federal government banned most spray-applied asbestos product in 1973, following a full ban in 1989. Lead-containing paints were also banned a few years later in 1978. Given the double height commercial building of 772 and two-story 758 Pacific, with 772 Pacific constructed in 1919 and 758 Pacific constructed in 1926, the Sponsor expects to find both lead and asbestos in both existing buildings. Further environmental testing will be conducted prior to demolition of 772 and 758 Pacific, and the cost of additional testing is in the permanent sources and uses budget.

3.6 Green Building

Per the City's Green Building Code, the Sponsor is required to achieve an all-electric building. Green features will be determined during predevelopment and expected to meet the minimum TCAC Green Building Requirements. CCDC will build on their development experience with all-electric buildings and will pursue a minimum LEED Silver rating for the Project.

4. COMMUNITY SUPPORT

4.1 Prior Outreach

Sponsor has engaged in the following outreach efforts to date:

Community organizers from CCDC's Planning team, alongside business consultant Linda Esposito, spoke with Mr. So - the owner of New Asia, the existing business located at 772 Pacific, in person to gauge interest in working with the development team should they be selected to develop the Site. A

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discussion about New Asia and tenancy that includes 758 Pacific is discussed in Section 4.4 – Commercial Leasing Plan.

The Sponsor’s Phase 1 community outreach process started in May 2022 and ended in January 2023. Phase 1 included 1-on-1 informational interviews with key community and project stakeholders.

- 1) **Listening tours** were conducted in May 2022 – January 2023 with key community leaders, community organizations, business owners, and restaurateurs. These stakeholders have a sense of community history, experience, and perspective; with a deep understanding of the community economics around restaurants, banquet halls, and the dim sum “yum cha” culture and traditions that will shape the future of Chinatown. The listening tour informed CCDC’s initial concept design and commercial programming for the Project and concluded with CCDC strongly recommending the densifying of the initial proposed project and if possible, the purchase of an additional site.

Phase 2, in 2023, involved meeting with the broader community to inform the scale of the project and the ground floor commercial program— specifically around the Project’s building height and whether to provide more affordable housing units as a high-rise building.

- 1) **A series of individual meetings (November – December 2023)** organized with translation. CCDC reached out to neighborhood associations in the adjacent communities of North Beach and Nob Hill. The Sponsor sent meeting notices ahead of time in multiple languages. The stakeholder outreach list includes: the Chinatown Tenants Association, Community Youth Center, Chinatown organizations serving working class monolingual residents and people of color, and the Sponsor’s building portfolio in the Chinatown neighborhood. Feedback from the public meetings has informed the final schematic design that has been shared with the community in early 2024.
- 2) **Commercial programming will be identified, and acceptable building height determined (December 2023).** MOHCD approved the commercial space program and final building height prior to submission of the Project’s SUD in late 2024.

4.2 Future Outreach

Sponsor plans to complete the following outreach activities going forward:

- While the Site is not located within a designated SF Cultural District, it is located within Chinatown and the Sponsor will link residents and property management to Chinatown’s cultural and arts infrastructure.
- CCDC has deployed the same team that led community engagement for Central Subway Chinatown Station to implement the community engagement plan for 772 and 758 Pacific. This process was linguistically appropriate through either the Sponsor’s staff’s language capacity or

translation/interpretation from Cyber Specialist, as needed, and in compliance with the City's Language Access Ordinance.

The Sponsor intends to continue communication with stakeholders throughout the predevelopment period.

5. DEVELOPMENT PLAN

5.1 Site Control

772 Pacific Avenue has been owned by the City since June 2017 and currently houses the New Asia Restaurant which converted into a grocery store in 2022. CCDC acquired 758 Pacific Avenue on August 8, 2023. In September 2024, CCDC transferred ownership to New Asia Housing, L.P., a limited partnership formed by CCDC and whose initial investor and general partners are CCDC affiliates. New Asia Housing, LP is also the borrower of the predevelopment loan that will be amended with this transaction.

758 Pacific Avenue is a two-story multiuse building constructed in 1926 with a small dim sum restaurant named Yummy Yummy on the ground floor, and a two-bedroom (converted to three-bedroom by the current occupant) residential unit above, occupied by the Yummy Yummy restaurant operator's family.

5.2 Proposed Design

The Project is part of the New Asia Senior Affordable Housing Special Use District (SUD) which allows for a height of 155-feet, and is planned as a 15 story, type 1A high rise. The Sponsor seeks to maximize density within a modern building that responds to its surroundings while attracting residents and visitors alike. The main ground floor programming will be the banquet hall. There will be a separate, smaller entrance to the residential floors that will be secured by an elevator lobby with front desk coverage on the ground floor. Floors 2-15 will be primarily residential space. Floor 2 will be occupied by a community room, property management spaces (offices, conference rooms), mail room and a community terrace. Current designs have a roof deck to maximize open space and multipurpose and fitness room. There are 3 community terraces located on floors 2, 9 and 15 and one large community laundry room. The banquet hall occupies the ground floor, mezzanine and a portion of the basement for dishwashing, storage and freezers. The remaining basement space is back of house for the residential space, including electrical room, switchgear room, trash room, water tank and fire pump room. Major cost drivers of the current design include the basement, which will require deep excavation and removal of the contaminated soil and the underground storage tank (UST), as identified in the phase 2 environmental site assessment. There is also a larger risk of unforeseen foundations/conditions from previous development that will need to be removed. The commercial banquet hall will be built as a warm shell, as agreed upon by MOHCD and CCDC and will increase the construction hard

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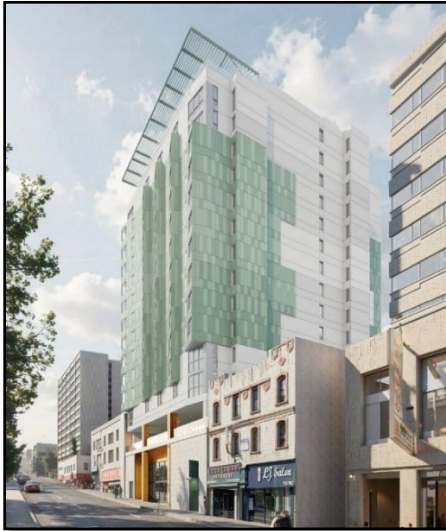
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costs. Lastly, the site is located on a congested, one-way street, which will present logistical challenges and additional permit fees when coordinating with MTA, PUC and DPW.

Square Footage Summary	
Residential SF:	130,346
Commercial SF:	11,932
Building Total SF:	142,278

UNIT TYPES	Avg Unit SF - This Project	CTCAC-Required Minimum SF	Difference
Studio:	350	200	+150
1BR:	500	450	+50
2BR:	750	700	+50
Do all units meet CTCAC minimum SF?	Y		





View looking up Pacific Avenue



View looking down from Stockton towards Pacific

5.3 Interim Use Design/Scope/Costs

Interim Use for 772 Pacific

As previously mentioned, New Asia stopped operating as a restaurant in March 2020 at the beginning of Shelter-In-Place ordinance and pivoted to operating as a grocery store. New Asia will continue to operate as a grocery store prior to demolition of the existing buildings. As part of the Site acquisition in June 2017, the City was assigned the existing lease for the New Asia Restaurant for \$22,500 per month which expired on December 31, 2021, and is no month-to-month. MOHCD will submit a request to the Board of Supervisors in May to approve approximately \$1.1 million in rent forgiveness for New Asia. The total projected rent obligation is approximately \$1.46 million. The remaining balance of roughly \$330,000 owed to the City would be offset against the tenant's relocation benefits, contingent on the tenant remaining in compliance.

Interim Use for 758 Pacific

CCDC will manage the operations and rental units at 758 Pacific until the construction of the Project. 758 Pacific is a two-story 3,582sf building. The first floor contains 1,950 sf of the business, Yummy Yummy, a restaurant; the second floor includes a 1,632 sf two-bedroom converted to a three-bedroom residential unit. Both the business and residential structures are eligible for relocation. Please see Section 5.4 – Relocation Costs.

5.4 Relocation Design/Scope/Costs

The Sponsor is required to follow California Relocation Laws for 772 and 758 Pacific. CCDC has entered into an agreement with Overland, Pacific & Cutler (OPC), relocation consultant to work with the

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commercial tenants of 772 and 758 Pacific Avenue, and the one 758 Pacific residential tenant. All will be relocated to appropriate permanent spaces. The City attorneys have confirmed that since the Project is defined as containing both 772 and 758 Pacific, each parcel whether merged or not will be subject to federal and California Relocation laws since CDBG funds were used for acquisition financing for 758 Pacific. Relocation consultant OPC has produced a relocation plan that aligns with federal and California Relocation Law for MOHCD to review.

The Project's development budget has \$800K for New Asia relocation, contingent on the tenant remaining in compliance with the forgiveness agreement.

and \$345K for 758 Pacific relocation of the small restaurant and the one residential unit above. As a loan condition prior to requesting final gap financing, the Sponsor must provide a breakdown of the relocation cost in an updated and approved MOHCD proforma.

Address	Business Name	Moving & Re- lated & F/E Value	Re-Establish- ment	Rental Assis- tance Payment	Site Search	Total Cost
758 Pacific Ave	Yummy Yummy Dim Sum Rest.	\$135,885	\$33,200	\$0	\$5,000	\$174,085
758 Pacific Ave	Residential Apt Upstairs	\$2,065	\$0	\$168,000	\$0	\$170,065
772 Pacific Ave	New ASia	\$611,800 - \$761,800	\$33,200		\$5,000	\$800,000
						\$1,144,150

In July 2026, the Director of Property, in consultation with MOHCD, will submit a Resolution to the Board of Supervisors to forgive approximately \$1.1 million of the tenant's outstanding \$1.46 million rent obligation. Under the proposed forgiveness agreement a monthly rent of \$5,000 will be made available to the Tenant on an interim month-to-month basis through the period outlined in the forgiveness and repayment agreement, and the agreement authorizes the Director of Property and MOHCD to reduce the Tenant's monthly rent to \$5,000 per month for the remainder of the month-to-month tenancy; and, that Tenant shall vacate the Premises by no later than September 30, 2026, consistent with MOHCD's demolition and development schedule for the Property; and if the Tenant fails to vacate the Property by no later than September 30, 2026, or remain in compliance with the Lease, as determined by the Director of MOHCD, will result in automatic termination of the rent forgiveness authorized, and Tenant shall immediately repay \$1,100,000 to the City.

5.5 Infrastructure Design/Scope/Costs

N/A

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5.6 Commercial Space Design/Scope/Costs – See Section 7.21 and 7.2.2 for Commercial Leasing Plan and Operating BudgetAs initially described in the approved Predevelopment Loan Evaluation in October 2021, CCDC’s goal for the ground floor commercial program is to honor the social and economic diversity of Chinatown by preserving a historic use of a banquet hall while pursuing innovative compatible uses. Preliminary conversations with community leaders suggest that preserving banquet culture—which COVID-19 pushed to the verge of extinction—is a major priority for the neighborhood. Banquet halls are critical economic engines for Chinatown because they employ newly arrived immigrants and source ingredients from the many small markets along Stockton Street. The Sponsor is amenable to mimicking the current direct lease model that the City has in place with New Asia. The affordable housing project will not be dependent on commercial space income. The below scenario were refined through the community engagement process and provide examples of how CCDC seeks to balance the physical and economic needs of a banquet hall with compatible uses that are accessible to all community members.

Scenario – New Asia Returns. The current restaurateur, turned grocery store, at 772 Pacific is owned and operated by Mr. So. He has operated New Asia for the past 20 years and the restaurant is registered as a Legacy Business in San Francisco. During the coronavirus pandemic at the beginning of the Shelter-In- Place ordinance by the City in March 2020, New Asia Restaurant changed its uses from a restaurant to a grocery store. In March 2023, CCDC, at the request of MOHCD, assisted Mr. So with receiving a Change of Use Permit from Planning to allow New Asia to continue operating as a grocery store, legally. Mr. So plans to continue operating New Asia as a grocery store until the business relocates from the Site prior to the construction of the Project. This relocation is anticipated to occur over four to six months before the start of construction. The City, acting through MOHCD, has a month-to-month lease with New Asia. MOHCD is in negotiations with Mr. So to reduce the monthly rent, execute a new lease, and repay rent not paid during the pandemic. If Mr. So decides to retire and his family does not want to continue New Asia as a banquet hall, with the inclusion of 758 Pacific, the banquet hall in the Project is marketable for another operator. CCDC is well-positioned to find another operator with both dim sum and banquet hall experience.

Commercial Space	Cold Shell Budget	Warm Shell Budget	Tenant Paid Improvements Budget (not in TDC)	Tenant Paid Improvements Capitalized Reserve?
Banquet Hall	\$4,276,674	\$1,401,148	No	No

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Operating Budget: Mr. So has executed an LOI that assumes rent based on standard commercial underwriting guidelines of \$1 rent/sf/month for the ground floor and the mezzanine area of 9,869 sf, and \$0.50/sf/month for the basement of 2,063 sf for a community serving commercial space. Also, since HCD's MHP is a permanent source, MOHCD has directed the Sponsor to subdivide the commercial space, since City funds are the only source used to construct the cold and warm shell. This will allow the Sponsor to collect the allowable \$275K commercial developer fee. Since the City is financing all of the cold and warm shell, forty percent of the net cashflow from the subdivided commercial parcel lease will be paid to MOHCD .

For Proposed Tenant Improvement Build Out (not paid by MOHCD)

CCDC's role is to engage partners with the expertise to ensure the financial and market feasibility of the banquet hall model. Linda Esposito, an adviser for La Cocina's Municipal Marketplace has initially advised on both the business plan for the restaurant and the financing plan for the build-out. The Project development budget includes \$60K for consulting. With the potential exception of the Project's warm shell development, the Sponsor acknowledges that MOHCD will not pay for future tenant improvements.

A potential source to build out the commercial space is the Legacy Business Historic Preservation Fund that provides grants to both Legacy Business owners and property owners who agree to lease extensions with Legacy Business tenants, pending viability of funds.

5.7 Service Space Design/Scope – See Section 8 for Serves Plan and Budget

CCDC anticipates one service space, but depending on spatial constraints a flex room for residential community use could be included. Currently, the Project anticipates four (4) office spaces for Resident Services personnel, three (3) office spaces for Property Management, and a Facility Manager's office.

5.8 Communications Wiring and Internet Access Design/Scope

Project meets MOHCD's Communications Wiring Standards. Through the Fiber to Housing Program (FtH), the Department of Technology (DT) now makes Internet service available at little or no cost where the infrastructure in a building is built to receive this service. To ensure that MOHCD projects are properly prepared, MOHCD has developed the Communications Systems Standards (CSS) to make sure that adequate service is provided to residents who meet the eligibility requirements. The Sponsor worked with the MOHCD Construction Representative to determine the appropriate communications wiring scope that meets MOHCD's standards.

6. FINANCING PLAN

See [Attachment H](#) for Cost Comparison of City Investment in Other Housing Developments; [Attachment I](#) and [Attachment J](#) for Sources and Uses

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6.1 Prior MOHCD/OCII Funding

A second amended, restated, and consolidated predevelopment loan agreement between MOHCD and New Asia Housing, L.P. was executed on December 12, 2025 to add \$2.6M of HOME funds for additional predevelopment activities. Any invoices charged to the HOME funds added through this amendment for the combined sites at 772 and 758 Pacific must be dated no earlier than December 12, 2025

- August 8, 2023: CCDC acquired 758 Pacific, which was later purchased by MOHCD. Invoices were submitted to escrow for the acquisition financing dated on or after August 8, 2023, and before the date of this loan request, were reimbursed through the approved loan evaluation.

Loan Type/ Program	Loan Date	Loan Amount	Interest Rate	Maturity Date	Repayment Terms	Outstanding Principal Balance	Accrued Interest to Date
Predevelopment Loan	8/10/2022	\$4,100,000	3.00%	8/10/2025	Residual Receipts, if Project becomes a permanent loan	\$4,100,000	\$11,598.62 (as of 8/10/2022)
First Amended Predevelopment & Acquisition Loan	8/03/2023	\$4,100,00; and \$2,167,731	3.00%		Residual Receipts, if Project becomes a permanent loan	\$7,167,731	\$11,598.62 (as of 1/05/2024)
Second Amended & Restated Predevelopment Loan	12/12/2025	\$7,167,731 and \$2,650,519	3.00%		Residual Receipts, if Project becomes a permanent loan	\$9,818,250	\$11,598.62 (as of 12/12/2025)

- January 5, 2024: Any invoices related to the additional predevelopment loan for 758 Pacific relocation must be dated on or after January 5, 2024 and must be solely for relocation activities at 758 Pacific.
- December 12, 2025: Any invoices related to the addition of HOME predevelopment loan for 772 and 758 Pacific must be dated on or after December 12, 2025 and must be solely for predevelopment activities.

6.2 Disbursement Status

To date, the First Amended, Restated, and Consolidated Acquisition Loan the Project has expended \$2,178,786 of the Acquisition funds, and \$4,988,945 has been expended of the predevelopment funds.

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The Sponsor intends to draw the rest of the predevelopment funds by the construction closing in early 2027.

6.3 Fulfillment of Loan Conditions

Below is the status of Loan Conditions since this Project was last at Loan Committee for Additional Predevelopment to add HOME funds on December 12, 2025.

Loan Condition	Status	Condition carried to new loan
<i>Prior to initial predevelopment disbursement:</i>		
Sponsors must provide evidence of Limited Partnership formation.	Completed. April 2024	N/A
Sponsors must provide evidence of Prop I sign posting.	Completed (January 2023).	
Sponsors must provide MOHCD with detailed monthly updates via the MOH Monthly Project Update, including Community outreach completed, Outcomes achieved related to Affirmatively Furthering Fair, and Commercial-use programming.	Ongoing. Last reported 3/2/2026	Yes.
Sponsors must revise their MOU to assign all project accounting, fiscal agent, and asset management responsibilities to CCDC until the development pause is lifted and no earlier than the beginning of the following calendar year.	Completed. January 2023	
<i>Prior to gap loan closing:</i>		
Sponsor must provide any true debt analysis related to the interest rate for the MOHCD loan.		
<i>Post closing conditions:</i>		
TBD prior to gap loan approval		

6.4 Proposed Predevelopment Financing

6.4.1 Predevelopment Sources Evaluation Narrative

MOHCD Predevelopment Loan (\$13,666,153): In December 2025 MOHCD committed \$2,650,519 of additional HOME predevelopment funds. Currently, with \$3,847,903 of new HOME funds with this request, total amount of Predev is approximately \$13.6M, with an 3% interest rate and for 3 years.

6.4.2 Predevelopment Uses Evaluation

The current proforma includes predevelopment costs, relocation costs, appraisals, and property management developer fee costs. The Sponsor has drawn \$4,988,945 to date.

6.5 Proposed Permanent Financing

6.5.1 Permanent Sources Evaluation Narrative

The Borrower proposes to use the following sources to permanently finance the Project, as shown in Tab 1-General Project Info of the Proforma and Tab 4b-Permanent Sources &Uses:

- MOHCD – The current proforma is showing \$61M needed from MOHCD, net acquisition costs of \$2,178,786. The \$61M includes \$X for residential and another \$X for commercial. The Sponsor is getting the GMP at the beginning of October 2026 and hopes to eliminate \$3.6M of Bid Contingency as well as \$2.5M of Plan Check Contingency currently being held in the budget.
 - 530 Sansome Impact fee – The Project was identified as a recipient of the 530 Sansome Fire Station Impact fee. The city’s Board of Supervisors has granted approval for the proposed 41-story mixed-use tower and associated fire station at 530 Sansome Street in San Francisco’s Financial District. The project approval agreement includes around \$4.5 million for the affordable housing project in Chinatown. The 1st initial payment of \$2,155,355 (i.e., 50% of the Additional Affordable Housing Payment to City) is due by June 2026, and the 2nd payment of \$2,155,355 (remaining 50% of the Additional Affordable Housing Payment to City) is due at issuance of the first construction document for the 530 Sansome Street project. While these funds are committed by the developer, it is unknown when the 530 Sansome Street Project will pull permits, so the Project Team is only assuming that the 1st tranche of funds will be available by closing. In the event additional funds come in during construction, these will be used to pay down the MOHCD commitment. If future tranches are received before construction start, MOHCD will swap out other sources.
- MHP – Sponsor was awarded \$32M in capital and \$1,514,730 in Supportive Services Reserve Grant from HCD for MHP in September 2025. 55 year term, and .042% Annual

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- AHP - Sponsor believes they will be competitive for \$1.74M in AHP once construction starts and will apply in 2028. In the interim, the Sponsor requested a bridge loan from MOHCD at gap closing. The \$1.74M is included in the \$61M gap loan amount above.
- General Partner Equity – Sponsor is showing \$70k in equity.
- Deferred Fee – Sponsor is showing \$5M in deferred fee. At present, the OPEX does not facilitate full pay out of the fee before year 15. The Sponsor will revisit this at Gap with MOHCD approval.
- Tax Credit Equity – Sponsor is assuming \$0.92 in low-income housing tax credit equity, for a total of \$74,918,107. The tax credit market continues to show uncertainty and with what the Sponsor is assuming \$0.92 federal credit pricing is higher than what MOHCD has seen on other recent projects. Given that the selection of the tax credit investor and lender is pending, the Sponsor will obtain letters of interest from investors upon CDLAC award. If the market adjusts downward, the decrease in tax credit equity could increase MOHCD's gap loan to the Project

Construction Loan - While not a permanent source, the \$44,499,833 construction loan terms are estimated at a 40-month term with 6.31% interest rate for tax-exempt bonds, and \$53.4M for taxable tail

6.5.2 CDLAC Tax-Exempt Bond Application

<u>CDLAC Self-Score (scoring template)</u>		<u>CHP Proforma</u>
<u>Opportunity Map Resource Level</u>	<u>Low</u>	-
<u>TCAC Housing Type (new construction only)</u>	<u>Senior</u>	-
<u>Bond Allocation Request Amount</u>	<u>\$ 45,471,616*</u>	-
<u>Total Self-Score (out of 112 points)</u>	<u>111</u>	-
<u>Tiebreaker Score</u>	<u>210.78%</u>	<u>245%</u>

*Contingent on including \$250K Federal Community Fund under MOHCD LOAN

6.5.3 HOME Funds Narrative HOME Funds Analysis

Based on the 2026 HOME limits published by HUD, on April 10, 2026. Pending approval of this request, MOHCD will provide \$12.86M in total HOME funding.

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772 Pacific # of HOME Units:		
	Studio	1 Bed
	43	25
Maximum per Unit HOME Fund/Unit Type	\$188,488	\$208,049
Max Total HOME Fund Limit	\$7,803,984	\$5,201,220
Total HOME funding for 772 Pacific:		\$12,883,926
Meets HOME Loan Limits		Yes

Sponsor will be required to buy American construction materials, under the “Build America, Buy America” (“BABA”) requirements in the HOME guidelines. The Sponsor has received initial quotes and currently BABA will have an estimated \$1M impact on the construction budget. However, the biggest challenges will be to the items not produced or sourced in the U.S. that are more than 55% comprised of parts actually produced in the U.S. Sponsor is exploring de minimis waiver process for waiver for the portion of the products not made in the U.S and reaching out to consultants that have experience with this type of waiver request done without the need for a formal request to HUD .

6.5.4 Commercial Space Sources and Uses Narrative

The Sponsor is anticipating \$4.3M in cold shell costs for the commercial space and another \$1.4M in commercial warm shell updates. With \$2M soft costs, the total build out is priced at \$7.7M. The Sponsor will obtain cost estimates on the updated drawings prior to returning for final gap at the end of 2026 with the final construction budget.

6.5.5 Permanent Uses Evaluation

Sponsor anticipates the Project returning for a final Gap commitment in Fall 2026.

PERMANENT DEVELOPMENT BUDGET		
Underwriting Standard	Meets Standard? (Y/N)	Notes
Acquisition Costs are reasonable	Y	\$2,178,876
Construction Hard Cost per unit is within standards	Y	\$772,047/unit. See narrative below for Project’s CR analysis of hard cost.
	Y	Hard Cost Contingency is 5%
		Design Contingency is 0%
		Plan Check Contingency is 2%
		Bid Contingency is 3%
Construction Hard Cost Contingency is at least 5% (new construction) or 15% (rehab)		

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Architecture and Engineering Fees are within standards	Y	Fees are \$4.77M. See Section 6.5.6 for Project's CRM analysis of hard cost.
Construction Financing Costs are within standards	Y	Estimated at \$10,702,821
Construction Loan Interest is appropriately sized (See debt sizing tool in rows 93-98 on proforma Tab 6)	Y	Construction Loan: \$43.4M for Tax-exempt loan and \$53.4M for taxable tail Construction Loan Term: 40 months Interest Rate: 6.31% for tax-exempt bonds, and 6.61% for taxable tail Interest Cost Estimate: \$6M + \$2.9M
MOHCD Gap Loan Origination Fee is accurately estimated [MOHCD AHP Bridge Loan amounts not subject to origination fee]	Y	MOHCD Origination Fee is \$593.2K for Housing and \$76.9K Commercial loans
Construction Management Fees are within standards	Y	Fees are \$280K and account for 30 months of construction and 30 months of preconstruction
Consultant and legal fees are reasonable	Y	Fees are estimated at \$150K And \$830K
Entitlement fees are accurately estimated	Y	Fees are \$1,900,000
Furnishings are within standards	Y	Standard is \$2,500/unit (\$467,500). Budgeted amount is \$466,100.
Relocation costs are reasonable	Y	Costs are \$1,100,000
Soft Cost Contingency is 10% per standards	Y	Soft Cost Contingency is 5.4%
Capitalized Operating Reserves are 25%, and if required by lender or investor, up to 50% of the 1st full year of budgeted operating expenses (including debt service)	Y	Capitalized Operating Reserve is \$776.5K, equal to 3 months of OPEX, as required by prospective lender.
Developer Fee is per standards	Y	PM Fee: \$1,100,000 At Risk: \$3,555,000 Deferred Dev Fee: \$5,000,000 GP Equity: \$70,000 Total Residential Dev Fee: \$9,725,000 Plus Commercial Developer Fee: \$275,000 Total Developer Fee: \$10,000,000

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6.5.6 Construction Representative's Evaluation of Design/Scope Budget

The Project is planned as a type 1A, 15-story high rise building. The Project is currently at 100% Design Development and a \$122,875,720 hard cost estimate was provided by Cahill Contractors on 3/26/2026. This includes demolition of the existing buildings at 772 and 758 Pacific, environmental remediation, commercial warm shell build out, 2% GC contingency, and 3.75% for GC overhead and profit. The total construction costs, which include a 3% bid contingency, 2% plan check contingency and 5% owner's construction contingency is \$135,108,225.

Compared to similar projects in MOHCD's portfolio, soft costs per unit run 22% higher than comparable projects at \$237,656/unit, 49% higher per bedroom at \$236,305/bedroom and 30% higher per square foot at \$290/sq. ft.

Hard costs per unit are roughly average at \$772,047/unit, 35% above average per bedroom at \$767,660/ bedroom and 17% above average per square foot at \$942/sq. Ft.

Total development costs (TDC) per unit are 13% above average at \$1,011,131/unit, 38% above average per bedroom at \$1,003,966/ bedroom and 20% above average per square foot at \$1,232/sq. ft.

The ground floor banquet hall will require the Project to provide primary electrical power to meet the voltage demands of restaurant appliances. Additionally, due to the restaurant's large spatial requirement for dining, kitchen and storage, many of the building's essential functions (primary power, electrical room, switchgear room, trash room, mechanical room, restaurant storage will be located in the n the basement. The addition of a basement will add approximately \$10M for excavation, shoring system, concrete structure, mechanical, electrical, plumbing and fire sprinklers to the construction budget. Based on the square foot allocation, the residential portion is approximately \$6M and the banquet hall portion is approximately \$4M. For the ground floor banquet hall, the approximate cost add is \$1.2M for a warm shell. There is also a \$1M allowance for the banquet hall build-out until design and equipment can be confirmed with the restaurant operators.

Value Engineering (VE) - CCDC has accepted over \$5M in VE to date. Notable VE items include removing solar panels and associated trellis and canopy system; on the exterior facade, replacing the Premium Brick Veneer with exterior plaster, removing fiber panel/ tile at exterior concrete walls and replacing with elastomeric paint only and removing "smart" thermostats from in-unit HVAC system. The project team will continue with VE at the next drawing set, 50% CDs and 100% CDs.

BABA compliance – The Project is funded with \$2.6M in federal HOME funds through and with this request an additional \$3.84M predevelopment and \$6.38M gap funds is being requested. This program requires compliance with Build America Buy America (BABA), which requires that iron, steel, manufactured products and construction material are produced in the U.S. This is estimated to add ~\$1M in hard costs, or ~2-3% of the total hard cost. Several items cannot be produced or sourced domestically, including elevators, and PTACs (the in-unit heating and cooling systems), thus, a waiver

will be needed though the de minimis process. It is currently estimated that the waiver approval process will take 9-12 months. The Project team will be forecasting out the waiver process, identifying, equipment lead times and ultimately identifying when an approved waiver is needed to begin procurement. Possible risks are that the waiver is rejected and if a domestic source does exist but was not identified, or that the waiver is not approved on time, this could delay the construction schedule. In order to mitigate this risk, the waiver should be applied for as soon as possible.

PG&E and SFPUC Power: PG&E issued a draft service agreement (SA) to CCDC in December 2024. CCDC is currently working towards a final SA, expected in August 2026. Due to the restaurant's large spatial requirement for dining, kitchen and storage, many of the building's essential functions (primary power, electrical room, switchgear room, trash room, mechanical room, restaurant storage) will be located in the basement. An electrical lift was incorporated into the basement design for maintenance purposes but also serves a dual purpose as a trash lift. The switchgear will service both the residential and banquet hall, with an air parcel being created to feed the banquet hall. CCDC is currently working with PG&E to obtain necessary easements to access the space, if required.

Traffic control: 772 + 758 Pacific's location in the heart of Chinatown will complicate construction logistics due to high automobiles, MTA and pedestrian flow. Additionally Pacific Ave is a narrow, one lane and one way street with street parking on both sides. Cahill held pre-construction meetings with MTA, PUC and DPW to discuss logistics and is currently reviewing traffic control plans with MTA to discuss lane closures, staging and overnight work.

Neighbor Agreements:

Structural system: 772 + 758 Pacific is bounded by 5 separate properties to the west, 2 properties to the north and 1 property to the east. The Sponsor is reviewing a hybrid structural system, utilizing both internal bracing and tie backs to reduce the number of neighbor agreements required. By utilizing an internal bracing system, tiebacks are avoided and a neighbor agreement is not required for all property owners. However, CCDC will still need neighbor agreements with three property owners, so there is still a risk to the Project if any agreements are held up and need to delay construction start. CCDC is currently working with their legal team to finalize the agreement before contacting neighbors.

Roof access: CCDC is working with Cahill to determine whether or not the Project will require access to neighbor's roof during crane setup. Additionally, due to the zero-lot line and space constraints of the site, the crane swing may carry live loads over neighboring properties. Both items may necessitate a crane agreement, which could introduce additional risk if any property owner becomes unresponsive or imposes extensive demands. CCDC is working with Cahill in order to minimize impacts to neighbors.

Outdoor netting over Seabird Preschool: According to CCDC, a separate agreement with the neighboring preschool will be required in order to provide protective netting over the school's outdoor

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play yard. CCDC will coordinate with their legal team to clarify all legal requirements to ensure the safety of the playground and students throughout the construction period. This arrangement will also require formal agreement with the preschool and may introduce project risk if the owner is unresponsive or imposes extensive conditions.

Permit schedule: The status of agency permits is summarized below. There currently are no major risks or delays to the permit schedule.

- a. Site permit – HCLA is working towards an approved site permit. This is expected by April 2026.
- b. Demolition permit – The demolition permit must be submitted before the Site Permit can be approved. Cahill expects to submit the demo permit at the end of April 2026. Demolition permit to PG&E was submitted at the end of March 2026.
- c. Addenda 1 (foundation, underground utilities, shoring) - Expected to be submitted in June 2026 with approval by November 2026. Approval of Addenda 1 is required for construction closing.

Warm Shell Restaurant improvements: CCDC and MOHCD have determined that a banquet hall may be considered a “community serving commercial space” and therefore eligible for warm shell funding under the MOHCD loan. Warm shell improvements will include the following:

- a. Gas service: CCDC has indicated that gas stoves will be required for the commercial banquet space. Ductwork for mechanical roof top unit and make up air to accommodate restaurant hood, wall outlets for kitchen appliances, distribution piping for hot and cold water and floor drains as needed. MOHCD and CCDC will confirm final plans meet the MOHCD warm shell underwriting guidelines.

6.5.7 Construction Supervisor/Construction Representative’s Evaluation of Architecture and Engineering Fees Proposed

The total Architecture and Engineering fees are \$4,770,000. When compared to the MOHCD A+E fee schedule, for a project with an estimated construction cost of \$122,875,720, the average expected A+E fee is \$3,837,600. This Project is above the expected fee schedule due to being a high-rise with a basement.

It should be noted that the A+E fee schedule was last updated in 2019. MOHCD CRs are currently reviewing the fee schedule for accuracy.

6.5.8 Developer Fee Evaluation

The Sponsor has requested a \$10 million developer fee, which is an increase of \$3.4 million from the amount approved by the Loan Committee in the updated preliminary gap loan from December 2025.

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Of this increase, \$70,000 is attributable to General Partner Equity, which is basis-eligible and may generate additional tax credit equity.

Under MOHCD’s updated Developer Fee Policy, a larger portion of the fee may be paid as Project Management Fee and treated as At-Risk. For this loan evaluation, the Project Management Fee is \$3,555,000. Predevelopment milestone payments, as defined in the Loan Agreement dated December 16, 2025, will remain unchanged. However, in light of the increased total developer fee and the new policy, MOHCD will defer \$1 million of the fee to permanent conversion.

The Sponsor has requested \$2,805,000 of Property Management At-Risk Developer Fee. This amount will be available to cover any City-approved development cost overruns, including contingency. The Sponsor will receive whatever portion of the At-Risk Fee remains after such overruns are paid. If cost overruns exceed the At-Risk Fee and the Sponsor requests additional capital from the City, the Deferred Fee will be reduced by the amount of the approved capital request, up to the total Deferred Fee. Per the updated policy, MOHCD will require at least \$1 million of the total At-Risk Fee to be paid at permanent loan conversion.

Before the final gap loan evaluation, staff will finalize how the additional Project Management Fee is allocated, adjust the at-risk portion of the developer fee, and update milestone payments to reflect current policy.

The overall development budget also includes warm-shell build-out costs and a \$275,000 commercial developer fee, which is permitted under MOHCD’s Commercial Space Underwriting Guidelines for community-serving commercial space. The milestones for developer fee payments to the Sponsor are listed below.

Fee component	Amount	Notes
Total Developer Fee:	\$10,000,000	
Project Management Fee Paid to Date:	\$ 345,000	
Amount of Remaining Project Mgmt Fee:	\$ 755,000	
Amount of Addt’l Project Mgmt Fee (“At Risk Fee”):	\$ 750,000	
Amount of Fee at Risk (the "At Risk Fee"):	\$ 2,805,000	\$1M paid at perm closing
Amount of Commercial Space Developer Fee (the “Commercial Fee”):	\$ 275,000	

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Amount of Fee Deferred (the "Deferred Fee"):	\$ 5,000,000	Deferred fee allowed when distribution changed to 50% and taking higher fee doesn't increase MOHCD's loan (see analysis below.)
Amount of General Partner Equity Contribution (the "GP Equity"):	\$ 70,000	
Milestones for Disbursement of that portion of Developer Fee remaining and payable for Project Management	Amount Paid at Milestone	Percentage Project Management Fee
Project Management – Acquisition/Predevelopment	\$165,000	15%
Predevelopment – Submission of MHP Application	\$180,000	16.5%
Predevelopment – Submission of joint CDLAC and TCAC Application	\$110,000	10%
Predevelopment – Approval of Entitlement: Submission of Evidence of receipt of site permit	\$ 95,000	8.5%
At Construction Closing	\$220,000	20%
During Construction	\$220,000	20%
Project close-out	\$110,000	10%
Milestones for Disbursement of that portion of Developer Fee defined as Addt'l Property Mgmt At-Risk Plus At Risk Fee		Percentage At-Risk Fee
95% lease up and draft cost certification	\$ 711,000	20%
Permanent conversion	\$1,777,500	50%
Project close-out	\$1,066,500	30%
Milestones for Disbursement of that portion of Developer Fee defined as Commercial Fee		Percentage Commercial Fee
At Completion of Subdivision Mapping	\$68,750	25%
Execute LOI with Commercial Tenant	\$68,750	25%
Execute Lease with Commercial Tenant	\$68,750	25%
Occupancy by Commercial Tenant	\$68,750	25%

7. PROJECT OPERATIONS

See Attachment K for Annual Operating Budget and Attachment L for Cashflow Proforma

7.1 Annual Operating Budget

Sponsor will return in Fall 2026 for full Gap approval.

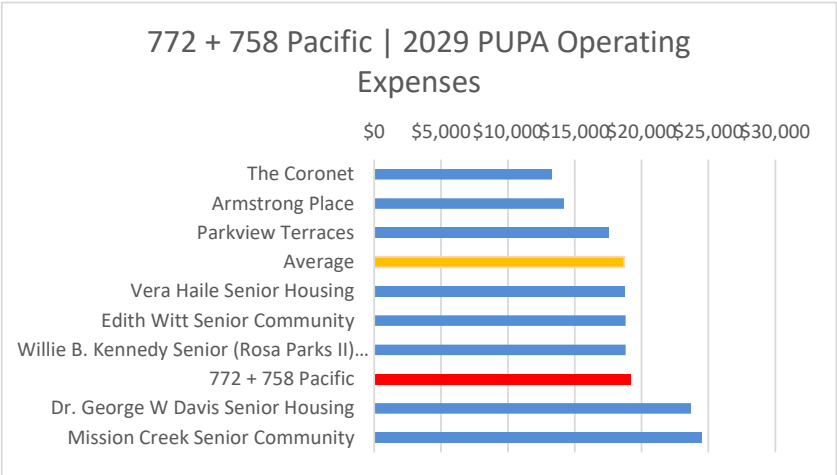
7.2 Annual Operating Budget Income Narrative Evaluation

The Project’s operating budget is generally compliant with MOHCD policies. Rental income is based on the following:

- Tenant Rents from non-LOSP for a total of \$1,083,732 annually.
- SOS contract rents are \$883,896 annually for 65 units that will be designated for seniors aged 62 and older and supported with a 15-year SOS contract.
- LOSP contract rents are estimated at \$613,268 annually for 44 units that will be designated for homeless seniors aged 62 and older and supported with a 15-year LOSP contract.
- AHOF contract rents are \$661,719 annually for 49 units and an additional 5 PLUS Housing units that will be designated for senior disabled households.
- No vacancy factor is allowed for either the SOS or AHOF contracts, only for the tenant rents from those units.
- Total Effective Gross Income PUPA: \$17,987
- Replacement Reserves: \$87,500, based on \$500 per unit. After the first five years of operation the sponsor can request an adjustment based on a Capital Needs Assessment (CAN) report.

Major operating budget cost drivers include:

7.2.1 Base Year Operating Expense Comparison: The Project has comparable operating expense of new construction developments senior projects in operations at \$16,691 operating per unit per annum (“PUPA”).



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Factors contributing to the higher operating costs are salaries and insurance. See chart below.

For insurance, the cost of residential property insurance has been rising in the market since spring 2020 and the estimated insurance costs are comparable to insurance on recent projects. CCDC salaries and staffing will need to be revisited and updated with the 100% design development pricing exercise.

7.2.2 Commercial Leasing Plan

Please See section 5.6 for additional information related to design and scope of proposed community serving banquet hall. One potential operator was identified and an LOI was executed in June 2025. The commercial lease will be executed near project completion .

7.2.3 Commercial Operating Pro Forma

The Sponsor plans to lease the future commercial banquet hall to an operator under a lease agreement that will specify rent and other charges, including the 40% commercial debt payment to MOHCD reflected in the MOHCD pro forma commercial operating budget. The Sponsor will return to Loan Committee for gap financing approval with a fully updated commercial development budget, including revised cost estimates.

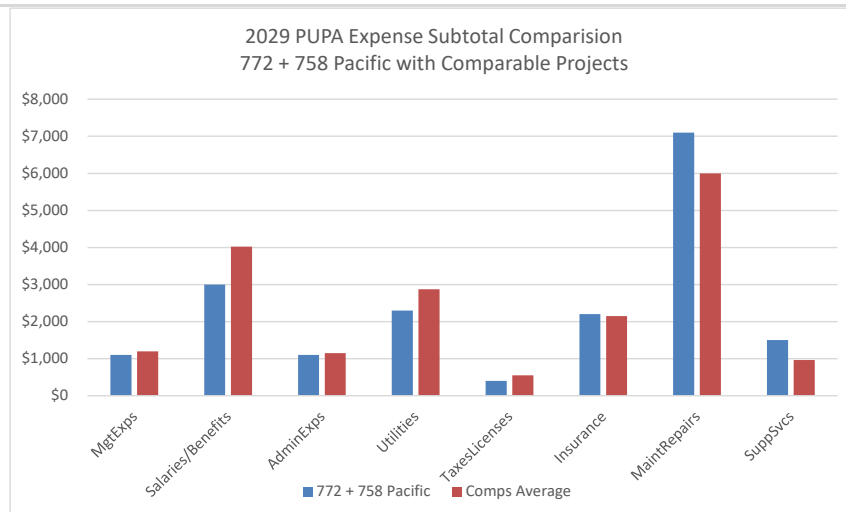
7.3 Annual Operating Expenses Evaluation

OPERATING PROFORMA		
Underwriting Standard	Meets Standard? (Y/N)	Notes
Debt Service Coverage Ratio is minimum 1.1:1 in Year 1 and stays above 1:1 through Year 17	N	DSCR is 1.34 at Year 1 and 2.389 at Year 17. The DSCR is higher to account for payment of below the line items and is warranted considering this is an ELI project. DSCR will be refined by Gap as needed.
Vacancy rate meets TCAC Standards	Y	Vacancy rate is 5% and is not charged to AHOF and SOS subsidies.
Annual Income Growth is increased at 2.5% per year or 1% for LOSP tenant rents	Y	Income escalation factor is 2.5%
Annual Operating Expenses are increased at 3.5% per year	Y	Expenses escalation factor is 3.5% for MOHCD proforma
Base year operating expenses per unit are reasonable per comparables	Y	Total Operating Expenses are \$16,961 per unit

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Property Management Fee is at allowable HUD Maximum	Y	Total Property Management Fee is \$142,800 or \$68 PUPM
Property Management staffing level is reasonable per comparables	Y	Proposed staffing: 1FTE Senior Property Manager (PM) 2 FTE Assistant PM 4.6 FTE Front Desk Coverage 1 FTE Maintenance Manager 2.5 FTE Maintenance Tech 0.0 FTE Janitor (third-party contract)
Management Fees meet standards	Y	Annual Asset Management Fee is \$26,010/yr and does meet standard. Annual Partnership Management Fee is \$30,878 /yr and does meet standard Limited Partnership/Investor Asset Management Fee is \$3,750 /yr and does meet standard
Replacement Reserve Deposits meet or exceed TCAC minimum standards	Y	Replacement Reserves are \$500 per unit per year
For tax exempt Bond projects: Bond Monitoring Fees	Y	Bond Monitoring Fee is \$2,500
MOHCD Loan Compliance Monitoring Fee	Y	\$2,500/year escalated 3.5% annually
Services Paid from operating budget meet MOHCD standards	Y	\$224,688



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7.4 Marketing, Occupancy, and Lease-Up Narrative, Including Lottery and Referral Units

MOHCD’s marketing policies and procedures will be applied to all units. Marketing and occupancy outreach for the Project will be conducted in accordance with all applicable fair housing laws.

Chinatown CDC will conduct outreach to neighborhood-based, non-profit housing corporations, agencies and other low-income housing advocacy organizations that maintain waiting lists.

Marketing materials will be printed in Chinese, English, Spanish and Tagalog, and published in a variety of publications that represent a broad range of non-English speaking populations.

The following is a carry-over loan condition from the Predev Loan Eval: Chinatown CDC will provide a clear marketing plan strategy targeting Black/African American households for the Project’s marketing and lease up. The Sponsor expects to engage with subcontractors like Young Community Developers (“YCD”), Cathy Davis, and the Black Women’s Social Circle comprised of Black residents at Ping Yuen and Ping Yuen North former public housing across from the Project, to focus on non-Asian homeless seniors for marketing outreach.

Units that are not Plus Housing or subsidized by LOSP, will be entered in a lottery and subject to San Francisco preferences.

Type of Set Aside for 125 General Population Lottery Units	Total # of Units
Certificate of Preference Holders	125
Displaced Tenant Housing Preference Certificate Holders for up to 20% of lottery units.	25
Neighborhood Resident Local Preference applies only to lottery units not to exceed 25% of lottery units.	32
Live or Work in San Francisco	125

Veterans that are also within the first three set asides listed above, will receive a preference within the same set aside cohort.

7.5Income and Rent Restrictions for Marketing and Lease-Up

The Project is proposed at 175 units, with 25% of the total residential units (44) as permanent supportive housing units for homeless seniors that will be referred by HSH’s Coordinated Entry system. The 5 Plus Housing units will be referred from MOHCD’s PLUS Housing waitlist. The SOS and AHOF units will be marketed from DAHLIA lottery waitlist, as will he 15 lottery units, with income restrictions at 15% or 25% MOHCD AMI.

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Also, since HCD's MHP is a permanent source, MOHCD has directed the Sponsor to subdivide the commercial space, assuming City funds will be used to construct the cold or warm shell or tenant improvements, allowing the Sponsor to collect \$275K in commercial developer fee. Since the City is financing all of the cold and warm shell, forty percent of the cashflow funds from the subdivided commercial parcel will go to pay MOHCD back.

The table below summarizes the affordability restrictions from all funders and will be used at the time of marketing to determine the most restrictive income and rent levels.

UNIT SIZE		MAXIMUM INCOME LEVEL FOR MARKETING AND LEASE-UP		
NON-LOTTERY	No. of Units	MOHCD	TCAC	HCD
Studio - LOSP	22	30% MOHCD AMI	50% TCAC AMI	50% HCD AMI
1BR - LOSP	22	30% MOHCD AMI	50% TCAC AMI	50% HCD AMI
LOSP Sub-Total	44			
Studio- Plus Housing	3	25% MOHCD AMI	50% TCAC AMI	50% HCD AMI
1BR- Plus Housing	2	25% MOHCD AMI	50% TCAC AMI	50% HCD AMI
Plus Housing Sub-Total	5			
LOTTERY				
Studio- SOS	23	15% MOHCD AMI	50% TCAC AMI	50% HCD AMI
Studio- SOS	23	25% MOHCD AMI	50% TCAC AMI	50% HCD AMI
1 BR- SOS	9	15% MOHCD AMI	50% TCAC AMI	50% HCD AMI
1 BR- SOS	10	25% MOHCD AMI	50% TCAC AMI	50% HCD AMI
Sub-Total	65			
Studio- AHOF	44	25% MOHCD AMI	50% TCAC AMI	50% HCD AMI
1BR- AHOF	5	25% MOHCD AMI	50% TCAC AMI	50% HCD AMI
Sub-Total	49			
Studio- Nonsubsidized	2	15% MOHCD AMI	50% TCAC AMI	50% HCD AMI
1BR-NonSubsidized	1	15% MOHCD AMI	50% TCAC AMI	50% HCD AMI
Studio- Nonsubsidized	7	25% MOHCD AMI	50% TCAC AMI	50% HCD AMI
1BR-NonSubsidized	1	25% MOHCD AMI	50% TCAC AMI	50% HCD AMI
Sub-Total	11			
2- BR	1	STAFF		
TOTALS				
TOTAL	175			
Project Average:		23%	50%	50%
Avg for lottery units only:		20%	50%	50%

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7.6 MOHCD Restrictions

Unit Size	No. of Units	Maximum Income Level	Subsidy/Target Population Type
Studio	22	30% of Median Income	LOSP/Homeless
1 BR	22	30% of Median Income	LOSP/Homeless
Studio	3	50% of Median Income	AHOF-PLUS Housing/ELI Seniors
1 BR	2	50% of Median Income	AHOF-PLUS Housing/ELI Seniors
Studio	9	60% of Median Income	N/A
1 BR	2	60% of Median Income	N/A
Studio	46	60% of Median Income	SOS/ELI Seniors
1 BR	19	60% of Median income	SOS/ELI Seniors
Studio	44	60% of Median Income	AHOF-Disabled/ELI Seniors
1 BR	5	60% of Median Income	AHOF-Disabled/ELI Seniors
2 BR	1	Manager's Unit	N/A
Total	175		

If the event that the LOSP, AHOF, or SOS subsidies are reduced or terminated at no fault of the Sponsor, rent levels may rise to cover debt service and operations to breakeven, and up to a maximum of 60% AMI as defined by TCAC to the extent necessary to maintain financial feasibility, except where further limited due to restrictions of other funding agencies

Project Manager has confirmed that the units listed below are restricted accordingly for the full regulatory period by other restrictions above.

No. of Units	Home Rent Category	Maximum Rent
54	High HOME Rents	Maximum Rent is the Lesser of: 1) Fair market rent for existing housing for comparable units in the area, as established by HUD; or 2) 30% of 65% of Median Income, as established by HUD and published annually.

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14	Low HOME Rents (must be at least 20% of all units on projects with 5 or more HOME-assisted units)	Maximum Rent is the Lesser of: 1) the Low HOME rent, as established by HUD and published annually; or, 2) Borrower's choice of either: 30% of 50% of Median Income; or 30% of actual adjusted income

8. SUPPORT SERVICES

8.1 Services Plan

CCDC will be the service provider for all units. The Sponsor will enter into a services contract funded by HSH. CCDC is proposing the following on-site support services staff:

Staff Position	Employed by	FTE	Residents Served	Staff to Resident Ratio	Funding Source & Amount
Site Supervisor	CCDC	0.5 FTE	125 General Affordable (lottery) & 5 PLUS (referral) households	1:100	Operating Budget \$259,228
Social Worker II	CCDC	2.00 FTE	44 formerly homeless Senior households	1:65	HSH \$314,916 with the final amount determined by HSH prior to gap approval or construction close
Total Staffing On-Site		2.50 FTE			

Staff Position	Employer	FTE	Residents Served	Staff to Resident Ratio	Funding Source
Resident Services Coordinator	CCDC	2.0 FTE	130 senior households	1:65 (higher than 1:75 requirement for the SOS units)	Operating Budget
Resident Services Supervisor	CCDC	0.5 FTE	130 senior households	1:260	Operating Budget and HSH

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Intensive Case Manager	CCDC	2.2 FTE	44 formerly homeless households	1:20	HSH (FTE ratio required by HCD)
Total Staffing Onsite		4.7 FTE			

CCDC's Resident Services works individually and collaboratively with all residents, in an integrated partnership with Property Management and third-party services providers, to tailor trauma informed services according to each household's specific needs, goals, and cultural context. Foundational to the Sponsor's approach for services provision is the employment of Trauma-Informed Care (TIC) in all aspects of interacting with residents, including property management functions. Services staff are trained on an on-going basis in both TIC and cultural competency to tailor services to the individual and avoid re-traumatization. A TIC model necessitates that CCDC maintains an environment for staff that addresses secondary traumatic stress. Their team also recognizes that access to culturally competent clinical mental health care is key to stability for formerly homeless households. With the resident's permission, the Intensive Case Manager (ICM) coordinates care with the resident's mental health and primary care providers.

8.2 Services Budget

The Sponsor's proposed services budget assumes a 1:65 staff ratio which exceeds MOHCD's standard requirement of one resident services coordinator per 75 units for projects receiving an SOS subsidy. The table above outlines the annual services costs, which include a total HSH-funded services budget of \$314,916 which includes case management, and an additional \$259,228 in services funded through the operating budget.

8.3 DAS Assessment of Service Plan and Budget

Services for the SOS units are required under the SOS Program. Sponsor has submitted a Services Plan that includes services objectives for MOHCD's approval. On behalf of DAS, MOHCD has reviewed and conditionally approved the services plan and budget. Services for the SOS units are funded through the Project's operating budget at a ratio of 1 full-time equivalent staffer to 75 SOS units.

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9. STAFF RECOMMENDATIONS

9.1 Proposed Loan/Grant Terms

Financial Description of Proposed Residential Loan

Loan Amount	\$51,881,272 (includes CCPF)
Loan Term	55 years
Loan Maturity Date	2081
Loan Repayment Type	Residual Receipts
Loan Interest Rate	3%
Date Loan Committee approves prior expenses can be paid	August 8, 2023

Financial Description of Proposed Commercial Loan

Loan Amount	\$7,698.440
Loan Term	55 years
Loan Maturity Date	2081
Loan Repayment Type	Residual Receipts
Loan Interest Rate	3%
Date Loan Committee approves prior expenses can be paid	August 8, 2023

Financial Description of Proposed MOHCD AHP Bridge Loan

Loan Amount	\$1,740,000
Loan Term	3 years
Loan Maturity Date	2030
Loan Repayment Type	Due in full on maturity date
Loan Interest Rate	0%
Date Loan Committee approves prior expenses can be paid	August 8, 2023

9.2 Recommended Loan Conditions

Prior to initial predevelopment disbursement:

1	N/A
2	
3	

During Predevelopment:

1	Sponsor must provide MOHCD with detailed monthly updates on Community Outreach completed, outcomes achieved related to racial equity goals, and commercial-use programming (this may be included in the standard MOHCD monthly report form). ON-GOING.
2	Sponsor to implement cost containment strategies to reduce overall project costs and maximize efficiencies to MOHCD gap loan, while meeting the RFQ goal of the total hard costs to be less than \$750K per unit. The MOHCD gap loan is sized to pay for a fixed amount of total development costs and therefore set at the fixed rate of \$300K per unit. IN PROCESS.
3	Sponsor will provide updated MOHCD budget, along with final drawings for MOHCD approval at the 100% SD, DD, and CD sets before starting next drawing sets. With each pricing exercise at design milestones listed in Attachment A, Sponsor must update the MOHCD proforma including the Permanent Sources & Uses Budget, 1st year operating budget and 20-year cash flow and with this update include updates and breakdowns of the supportive services budget and demonstrate efforts made to control costs, prior to 100% schematic design and site permit submittal. ON-GOING.
4	Sponsor must work with MOHCD staff to revise unit mix [include applicable goal, for example: so that the project will include a higher number of units serving households at 50% MOHCD AMI].
5	Sponsor to work with MOHCD and HSH to establish the LOSP budget and income restrictions for the referrals from Coordinated Entry.

Prior to Gap Loan Approval

1	Sponsor must provide operating and development budgets that meet MOHCD Underwriting Guidelines and MOHCD Commercial Space Underwriting Guidelines.

	Sponsor must track new federal funding initiatives, including the potential release of a HUD 202 NOFA in first half of 2026, which would allow the Project to support permanent debt and work with Community Vision to explore New Market Tax Credits for the commercial build-out. HUD has removed 202 notice of funding opportunities from their website so HUD 202 funding no longer a viable option
2	Sponsor must provide MOHCD with a services plan and proposed staffing levels that meet MOHCD underwriting standards. Any changes to the current proposed staffing will need to be presented to MOHCD at least 90 days prior to gap loan approval. Also, at least 90 days prior to submission of an CDLAC-TCAC application in 2026, Sponsor must receive an updated approval from MOHCD on the income restrictions and service plan for the SOS units. THIS REQUEST
3	Sponsor must provide MOHCD with information outlining cost containment, efficiencies and innovation strategies to reduce overall project costs and maximize efficiency of MOHCD gap loans. Sponsor to recalculate construction cost escalation factors based on market conditions at every budget update. ON-GOING. Sponsor must design a project that meets this fixed amount prior to finalizing the Guaranteed Maximum Price (GMP) or the Sponsor must reduce the overall project costs to meet the fixed subsidy goal unless the Sponsor is able to secure a third-party loan to supplement the higher project costs. IN PROCESS
4	Sponsor must: a) provide for MOHCD review of the Request for Proposals (RFP) for equity investors and lenders before it is finalized and distributed; b) provide for MOHCD review of all raw financial data from developer or financial consultant prior to selection; c) provide for MOHCD review and approval of all selected investors and lenders; and, d) provide for MOHCD review and approval of all Letters of Intent from financial partners.
5	With each pricing exercise at design milestones listed in Attachment A, Sponsor must update the MOHCD proforma including the Permanent Sources & Uses Budget, 1 st year operating budget and 20-year cash flow and with this update include updates and breakdowns of the supportive services budget and demonstrate efforts made to control costs, prior to 100% design development. ON-GOING.

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6	Sponsor to work with MOHCD to refine the staffing plan proposed to keep pace with current and future comparables for a project of this size as needed. ON-GOING.

Prior to Gap Loan Closing

1	Sponsor must provide any true debt analysis related to the interest rate for the MOHCD loan.

During Construction

1	Sponsor will provide monthly post-closing report, and. neighbor agreements.
2	Sponsor will provide bank construction budget with pay app for approval to MOHCD PM, when Sponsor starts pulling on construction loan.

Prior to Marketing & Lease Up

1	Sponsor must provide initial draft marketing plan within 12 months of anticipated TCO, outlining the affirmative steps they will take to market the project to the City's preference program participants, including COP Holders, Displaced Tenants, and Neighborhood Residents, as well as how the marketing is consistent with Affirmatively Furthering Fair and promotion of positive outcomes for African American San Franciscans.
2	Sponsor must submit an updated 1 st year operating budget and 20-year cash flow – if any changes have occurred – by November 1 st before the year the project will achieve TCO so that MOHCD may request the LOSP subsidy.
3	Sponsor must apply for Continuum of Care (CoC) subsidies, if they are available, to supplant the City General Fund expenditures for the LOSP program.
4	Sponsor must apply for Project Based Voucher subsidies, if they are available, to deepen affordability for the Project.

10. LOAN COMMITTEE MODIFICATIONS

N/A

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11. Loan Committee Recommendation

Approval indicates approval with modifications, when so determined by the Committee

Daniel Adams

Director, Mayor's office of Housing and Community Development

☒ Approve ☐ Disapprove ☐ Take No Action

Signature: Signed by: Daniel Adams 5/15/2026 | 11:46 AM PDT
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Salvador Menjivar

Director of Housing, Department of Homelessness and Supportive Housing

☒ Approve ☐ Disapprove ☐ Take No Action

Signature: DocuSigned by: Salvador Menjivar 5/15/2026 | 11:47 AM PDT
4471E0DF5946486...

Marc Slutzkin

Deputy Director, Office of Community Investment and Infrastructure

☒ Approve ☐ Disapprove ☐ Take No Action

Signature: DocuSigned by: Marc Slutzkin 5/15/2026 | 11:47 AM PDT
712ADC1A618C472...

Vishal Trivedi on behalf of Anna Van Degna

Director, Controller's Office of Public Finance

☒ Approve ☐ Disapprove ☐ Take No Action

Signature: DocuSigned by: Vishal Trivedi 5/15/2026 | 12:58 PM PDT
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Attachments

Attachment A	Project Milestones/Schedule
Attachment B	Organization Background
Attachment C	Developer Resumes
Attachment D	Asset Management Analysis of Sponsor
Attachment E	Threshold eligibility Requirements and Ranking Criteria
Attachment F	Site Map with Amenities
Attachment G	Elevations and Floor Plans
Attachment H	Comparison of City Investment in Other Housing Developments
Attachment I	Predevelopment Budget
Attachment J	Development Budget
Attachment K	1st Year Operating Budget
Attachment L	20-year Operating Proforma

Attachment A: Project Milestones and Schedule

Performance Milestone	Due Date (xx/x/xx)	Notes
Prop I Notice (if applicable) – POSTING 30 DAYS BEFORE MYR SIGNS LOAN	4/19/2024	Completed
Communication Plan		N/A
State of CA Good Standing Evidence		N/A
Predevelopment/Acquisition Loan		
Acquisition/Predev Financing Loan Committee	1/	Completed
Submit to BOS		Completed
BOS Intro		Completed
Committee Meeting		Completed
BOS Approval		Completed

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Execution of Predevelopment		
Loan/Acquisition Docs	12/16/2026	Completed
Site Acquisition Complete		N/A
Community Outreach Plan		
Draft Due	3/13/24	Completed
Community Mtg #1	4/7/24	Completed
Community Mtg #2	10/8/24	Completed
Development Team Selection		
Architect		Completed
General Contractor		Completed
Owner's Representative		Completed
Property Manager		Completed
Services Provider		Completed
Design		
Submittal of Schematic Design & Cost Estimate	4/22/25	Completed
Submittal of Design Development & Cost Estimate	3/30/26	
Submittal of 85% CD Set & Cost Estimate	10/9/26	
Submittal of Pre-Bid Set & Cost Estimate (75%-80% CDs)	10/9/26	
Commercial Space		
Draft Commercial Space Plan Submission	5/1/26	
LOI/s Executed	12/20/27	
Leases Due Date		
Enviro Review/Land-Use Entitlements		
Planning Application Submission	11/14/24	SUD approval received 11/14/24
CEQA Enviro Review Submission	N/A	Exempt per AB 1449
NEPA Enviro Review Submission	6/21/24	Completed
CUP/PUD/Variances Submission	N/A	
PUC/PG&E		
Temp Power Application Submission	6/1/27	
Perm Power Application Submission	8/30/27	
Permits		
Building / Site Permit Application Submitted	12/11/25	
Addendum #1 - Foundation Submitted	10/27/26	

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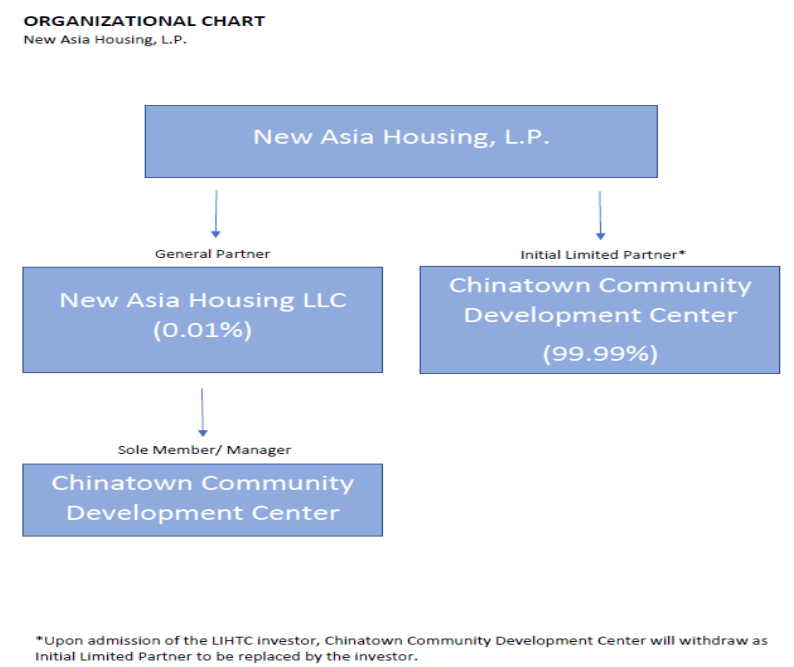
Addendum #2 - Submitted	12/16/26	
Addendum ? - Demolition		
Request for Bids Issued	8/1/26	
Services Plan Submission		
Preliminary	3/29/24	
Final	10/20/26	
Additional Financing		
MOHCD Preliminary Gap Financing Application	12/16/26	Home loan
HCD Application	4/15/25	TYPE (MHP)
Construction Financing Solicitation	6/15/26	
AHP Application	2/1/2028	
CDLAC Application	5/19/26	
TCAC Application	5/19/26	
Other Financing Application	1/25/25	HUD 202 was not awarded
LOSP Funding Request	9/10/26	
Construction Loan Closing		
Gap Loan Approval	11/6/26	
Budget Office Approval	11/6/26	
Submit to BOS	11/12/26	
BOS Intro	11/17/26	
Budget & Finance Committee Meeting	12/2/26	
BOS Approval	12/8/26	Mayor signs 10 days after BOS approval
Construction Loan Closing	1/20/27	
Construction Start	2/10/27	
Notice to Proceed	2/10/2027	
Groundbreaking Celebration	TBD	Press release through Mayor's Office
Marketing/Rent-up		
Marketing Plan Submission	3/30/29	
Commence Marketing	8/1/29	
95% Occupancy	1/30/2030	
Ribbon Cutting/Grand Opening Celebration	TBD	Press release through Mayor's Office
Permanent Conversion		

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Temporary Certificate of Occupancy	9/30/29
Placed in Service Date	9/30/29
Cost Certification	12/1/2030
Conversion of Construction Loan to Permanent Financing	8/1/30
8609 from TCAC	12/1/2030

Attachment B: Organizational Background



CCDC is a BIPOC-led organization with a 45-year history of advocating on behalf of low-income residents in Chinatown. As a BIPOC-led organization, the Sponsor approaches their work through a lens of racial and economic justice. CCDC strives to operationalize equity in their organization, to effectively work in service to and in partnership with people. The Sponsor aims to partner with organizations that share their values and demonstrate their commitment to racial equity and inclusion.

Chinatown Board is 6% Hispanic, 11% White, 72% Asian/Pacific Islander, 6% Black, and 6% Other/Two of More Races. Specific demographic data is not available for staff. There are 310 staff members, and majority of CCDC Staff are BIPOC.

Attachment C: Development Staff Resumes

Kim Piechota, Director of Housing Development, CCDC

Kim Piechota has over 20 years of experience in affordable housing development, of which 12 are with CCDC. As Housing Director, Kim is responsible for identifying new projects, assuring their delivery, devising housing policy, assisting with asset management and strategic planning, and providing development expertise to the Program Division. She steps in to remove roadblocks and support Housing Development staff during major negotiations.

Bo Han, Associate Director of Housing Development, CCDC

Bo Han has been with CCDC since 2019. As an Associate Housing Director, Bo is responsible for overseeing Project Managers and Associate Project Managers, mentoring and supporting their work on project delivery, establishing design guidelines, sharing lessons learned for the department, working closely with asset and property management, and strategic planning for the Housing Development department.

Tony Li, Project Manager, CCDC

Tony Li has been with CCDC since 2015, working as a Relocation Specialist for the first four years until he transitioned over to Housing Development in 2019. Tony managed relocation for all RAD properties then worked on new family housing as an Assistant Project Manager. In 2024, Tony took on a Project Manager role and has taken over the construction finish of the scattered sites Throughline rehab, managed Clayton and St. Claire Hotels and will manage 772+758 Pacific (aka New Asia Senior Housing).

Matthew Wong, Assistant Project Manager, CCDC

Matthew joined CCDC in 2025. He holds a bachelor's degree in urban planning from the University of California, Irvine. Before joining CCDC, Matthew worked with a for-profit, affordable housing developer, where he supported the development team through funding applications, project proposals, and various administrative tasks. He also has experience with the City of San Francisco's Mayor's Office, serving as a summer teacher for sustainable infrastructure. Matthew currently supports the New Asia development project, Clayton and St. Claire Hotels, and Golden Gate Apartments.

Attachment D: Description of Asset Management Services

- **# of projects and avg. # of units/project currently in sponsor's asset management portfolio**
 33 Projects, 84 average units per project

- **Sponsor's current asset management staffing – job titles, FTEs, org chart and status of each**
 The Asset Management Department (AM) is comprised of 4.625 FTE:

- Director of Asset Management
- Senior Asset Manager
- Asset Manager
- Asset Management Coordinator
- Asset Management Assistant (25 hours per week)

Their duties are outlined in the job descriptions included at the end of the document. All positions are filled.

- **Description of scope and range of duties of sponsor's asset management team**

AM monitors the financial and physical health of the portfolio. They produce financial projections for each building in order to monitor the long-term viability of the property. They commission capital needs analyses for each building every five years and monitor the process of getting all called for repairs and replacements done. They collaborate with the Housing Development Department to develop work-out plans for troubled properties. With the Property Management Department, they set rents at each building according to the various programs and funding sources in place. They are the main point of contact between CCDC ("CCDC") and the lenders, partners, and regulators of the portfolio. This includes all periodic reporting.

- **Description of sponsor's coordination between asset management and other functional teams, including property management, accounting, compliance, facilities management, etc.**

AM meets twice-monthly with the Housing Development, Property Management, and Fiscal departments to discuss cross-department topics and coordinate the organization's approach to property and portfolio issues. The Director of Property Management, Compliance Managers, and Property Supervisors, and Fiscal Department are located in the same building as AM, which allows for easy communication and an awareness of each other's roles and challenges.

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- **Sponsor’s budget for asset management team – shown as cost center for projects in SF**
CCDC does not maintain a separate budget for the Asset Management team since it is part of their Fiscal Department.

- **# of projects expected to be in sponsor’s AM portfolio in 5 years and, if applicable, plans to augment staffing to manage growing portfolio**

With respect to the number of projects the Sponsor expects to have in its asset management portfolio in the coming five years, CCDC has provided its Real Estate Owned schedule (“REO schedule.” In the next five years, CCDC will add the following projects to the portfolio:

- 730 Stanyan with TNDC (160units)
- Phil Chin C. Commons (151 units)
- 1515 South Van Ness partnered with MEDA (168 units)
 - A number of other projects are under consideration and may be added to the portfolio. In addition, through the Small Sites program we expect to add 15 to 20 new properties totaling between 60 and 400 units.

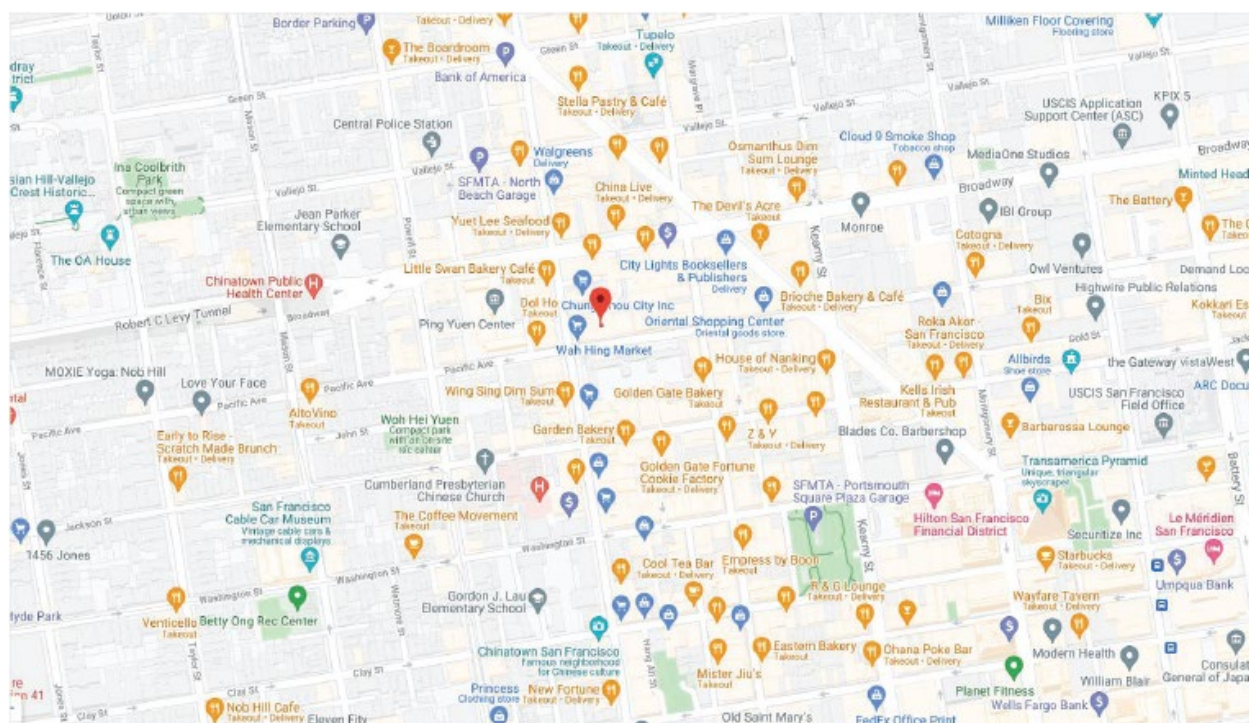
AM is a relatively new department and has spent considerable time in the past two years developing and implementing policies and procedures that are improving the quality and efficiency of our work. We expect to be able to add these projects without increasing staffing. The asset management activity that creates spikes in our regular work flow is refinancing. If these should prove too great a strain on staffing, we have relationships with very competent consultants who can perform the work for us and charge their time to the project.

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Attachment E: Threshold Eligibility Requirements and Ranking Criteria

Attachment F: Site Map with amenities



Grocery Stores-

Long Hua's Grocery Store- 906 Stockton St

S & S Grocery- 1461 Grant Ave

Powell Grocery- 1301 Powell St

ABC Supermarket Inc- 641 Broadway St

The Nature Stop- 1336 Grant Ave

Grant and Green Market- 1401 Grant Ave

VJ Grocery- 1199 Clay St

Union Street Produce Co- 801 Union Street

Grant and Green Market- 1401 Grant Ave

Sheng Hing Market Inc.- 1107 Stockton St

Tian Tian Market Inc- 1117 Stockton

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Sun Sand Market- 1205 Stockton St

Schools-

Gordon J Lau Elementary school- 950 Clay St

Jean Parker Elementary School- 840 Broadway St

John Yehall Chin Elementary School- 650 Broadway Street

Chinese Central High School- 829 Stockton St

Francisco Middle School- 2190 Powell St

Sterne School- 838 Kearney St

City College of San Francisco- 808 Kearny St

Garfield Elementary School- 420 Filbert St

Miami Ad School San Francisco- 500 Sansome St

Saints Peter and Paul School- 660 Filbert

Health Care-

Chinese Hospital- 845 Jackson St

Chinese Hospital Outpatient Services- 829 Pacific Ave

San Francisco Outreach Clinic- 1520 Stockton St

Dignity Health- GoHealth Urgent Care- 170 Columbus Ave Ste 110

One Medical- 559 Clay St 1st and 2nd floor

North East Medical Services- 1520 Stockton St

Clay Medical Center- 929 Clay St

Chiro-Medical Express- One Embarcadero Center, Lobby Level

Places of Worship-

San Francisco Evangelical Free Church- 756 Union St

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Cumberland Presbyterian Chinese Church- 865 Jackson St

Chinese Congregation Church- 21 Walter U Lum Pl

Chinese United Methodist Church- 920 Washington St

Revive San Francisco- 1630 Stockton St

Saint Peter and Paul Church- 666 Filbert St

True Sunshine Episcopal Church- 1430 Mason St

Presbyterian Church- Chinatown- 925 Stockton St

Chinese Independent Baptist Church- 981 Washington St

First Chinese Baptist Church- 15 Waverly Pl

National Shrine of St. Francis of Assisi- 610 Vallejo St

Gold Mountain Monastery- 800 Sacramento St

Bank/ATM

Wells Fargo- 1160 Grant Ave

Bank of America- 1455 Stockton St

Chase Bank- 1318 Stockton St

HSBC Bank- 933 Grant Ave

Citibank- 845 Grant Ave

CTBC Bank- 1143 Grant Ave

Bank of the West- 480 Columbus Ave

U.S. Bank Branch- 1435 Stockton St

First Republic Bank- 1088 Stockton St

Umpqua Bank- 450 Sansome St Suite 120

Metropolitan Bank- 1355 Stockton St

East West Bank 555 Montgomery St

First Bank 460 Montgomery St

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Library-

Chinatown Branch Library- 1135 Powell St

North Beach Library- 850 Columbus Ave

Parks and Playgrounds

Huntington Park- California St and Taylor St

Willie “Woo Woo” Wong Playground- 830 Sacramento St

Betty Ong Rec Center- 1199 Mason St

Portsmouth Square- 745 Kearny St

Washington Square- Filbert and Stockton St

Joe DiMaggio Playground- 651 Lombard St

Public transportation routes around 772 Pacific Ave:

8, 30, 45, 10, 12, 1, 41. 82X, 39 and cable cars

Adjacent uses and neighborhood amenities.

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The residents who will be occupying 772 Pacific Development will have access to a variety of green grocers and markets on Stockton St known for their fresh fruits, vegetables, fish and poultry. When hungry, there is a plethora of restaurants, dim sum shops, and bakeries near the site to choose from. Nearby are several playgrounds and recreation centers where seniors can exercise and take their daily walks. Available activities are ping pong, basketball, tennis, badminton, swimming, and much more. The Chinatown neighborhood has many commercial retail shops and community serving organizations ready to serve our residents. The Senior population that is being proposed for the building will be able to take advantage of the resources available in the local neighborhood. The site is also surrounded by accessible, walkable transit stops for residents to travel throughout the city.

772 Pacific Senior Additional Prev and Preliminary Gap
772- 758 Pacific Street

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Attachment G: Elevations and Floor Plans

772 Pacific Senior Additional Prev and Preliminary Gap
772- 758 Pacific Street

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Attachment H: Comparison of City Investment in Other Affordable Housing Developments

(See Attached)

Affordable Multifamily Housing New Construction Cost Comparison - San Francisco

Updated 5/8/2026															
		Acquisition costs by Unit/Bed/SF			Construction by Unit/Bed/SF			Soft Costs By Unit/Bed/SF			Total Development Cost (Not including Land)			Subsidy	
		Acq/unit	Acq/BR	Acq/lot sq.ft	Const/unit	Const/BR	Const/ sq.ft ⁶	Soft/unit	Soft/BR	Soft/ sq.ft ⁶	TDC/unit	TDC/BR	TDC/ sq.ft ⁶	Subsidy / unit	Leveraging ⁷
Delta of Subject and Comparable Projects		\$ (2,013)	\$ (1,637)	#DIV/0!	\$ 72,220	\$ 198,700	\$ 137	\$ 43,175	\$ 78,192	\$ 66	\$ 113,383	\$ 275,257	\$ 201	\$ 5,781	94.9%
Delta Percentage		-100%	-100%	#DIV/0!	10%	35%	17%	22%	49%	30%	13%	38%	20%	2%	140%
772 + 758 Pacific		\$ -	\$ -	#DIV/0!	\$ 772,047	\$ 767,660	\$ 942	\$ 237,656	\$ 236,305	\$ 290	\$ 1,009,703	\$ 1,003,966	\$ 1,232	\$ 296,054	70.7%
Comparable Projects		Average: \$ 2,013	\$ 1,637	\$ 15.46	\$ 699,827	\$ 568,961	\$ 805	\$ 194,481	\$ 158,113	\$ 234	\$ 896,320	\$ 728,709	\$ 1,031	\$ 290,273	67.6%
Costs lower than comparable average (within 10%)		Costs higher than comparable average (within 10%)													
		Building Square Footage							Total Project Costs						
		Lot sq.ft	Completion/ start date	# of Units	# of BR ¹	Res. ²	Non-Res.	Sq. ft.	Total sq. ft.	Acq. Cost ³	Constr. Cost ⁴	Soft Cost	Total Dev. Cost w/acq costs	Local Subsidy	
ALL PROJECTS		Average: 27,738		120	194	120,227	10,901	129,934	\$ 293,639	\$ 86,809,482	\$ 26,671,031	\$ 113,992,809	\$ 31,854,061		
Comparable Projects Completed (filtered)		Average: 12,379		123	123	86,432	1,473	87,904	\$ 415,549	\$ 76,978,082	\$ 16,108,964	\$ 93,502,595	\$ 46,384,540		
Comparable Projects Under Construction (filtered)		Average: 23,109		163	261	164,383	6,009	170,392	\$ 21,667	\$ 128,339,549	\$ 29,647,064	\$ 158,008,280	\$ 47,935,267		
Comparable Projects In Predevelopment (filtered)		Average: 20,566		145	146	112,189	3,815	116,004	\$ 429,274	\$ 95,899,608	\$ 37,951,846	\$ 134,279,978	\$ 30,618,376		
Total Comparable Projects		Average: 16,685		143	176	121,001	3,766	124,767	\$288,830	\$100,405,747	\$27,902,625	\$128,596,951	\$41,646,061	Notes on Financing (e.g., TCAC)	Building Type (e.g., Type III over Type I)
772 + 758 Pacific				175	176	134,250	9,188	143,438	\$ -	\$ 135,108,225	\$ 41,589,761	\$ 176,697,986	\$ 51,809,450	Type 1A	1A
Delta of Subject and Comp Project Averages		-16,685		32	0	13,249	5,422	18,671	(\$288,830)	\$34,702,478	\$13,687,136	\$48,101,035	\$10,163,389	Stories	Comments (stage of design/pricing; date of LC; unusual conditions such as childcare center)
Delta Percentage		-100%		22%	0%	11%	144%	15%	-100%	35%	49%	37%	24%	15	Includes a basement and warm shell commercial banquet hall. BABA requirem

PROJECTS COMPLETED		Building Square Footage							Total Project Costs						
Project Name	Address	Lot sq.ft	Compl. Date	# of Units	# of BR ¹	Res. ²	Non-Res.	Total	Acq. Cost ³	Constr. Cost ⁴	Soft Cost	Total Dev. Cost w/acquisition costs	Local Subsidy ⁶	Notes on Financing	Building Type
1296 Shotwell Senior	1296 Shotwell	11,687	Jan-20	94	94	66,153	-	66,153	\$ 831,098	\$ 53,787,172	\$ 231,384	\$ 54,829,654	\$ 27,812,014	4% LRHC HOME AFF	Type IA
Transbay 2 WEST - Senior OCH (CCDC)	200 Folsom	13,091	Nov-25	151	152	106,710	2,945	109,655	\$ -	\$ 100,186,993	\$ 31,986,544	\$ 132,173,537	\$ 64,957,065	4% Credits, no HCD	Type I

PROJECTS UNDER CONSTRUCTION		Building Square Footage							Total Project Costs						
Project Name	Address	Lot sq.ft	Compl. Date	# of Units	# of BR ¹	Res. ²	Non-Res.	Total	Acq. Cost ³	Constr. Cost ⁴	Soft Cost	Total Dev. Cost w/acq costs	Local Subsidy ⁶	Notes on Financing	Building Type
Transbay 2 EAST - Family OCH (Mercy)	200 Folsom	21,313	Apr-26	184	312	192,301	8,406	200,707	\$ -	\$ 187,203,417	\$ 32,845,746	\$ 200,049,163	\$ 72,972,170	4% Credits, AHSC, IG	Type I
1515 SUN	1515 South Van Ness Ave	35,714	Oct-26	168	333	191,720	8,622	200,343	\$ 30,000	\$ 135,388,265	\$ 32,271,363	\$ 167,689,658	\$ 43,633,623	4% credits, HCD MHP	Type IB
2970 16th Street (formerly 1979 Mission) PSH	2970 16th Street	12,300	Nov-27	136	137	108,127	1,000	110,127	\$ 35,000	\$ 82,426,968	\$ 23,824,054	\$ 106,286,020	\$ 27,200,000	Faircloth, HCD, TCAC	Type I
Under Construction:	Average:	26,197		165	165	108,911	11,687	119,429	\$ 490,100	\$ 83,887,210	\$ 25,287,918	\$ 109,580,728	\$ 27,121,772		

PROJECTS IN PREDEVELOPMENT		Building Square Footage							Total Project Costs						
Project Name	Address	Lot sq.ft	Start Date (anticipated)	# of Units	# of BR ¹	Res. ²	Non-Res.	Total	Acq. Cost ³	Constr. Cost ⁴	Soft Cost	Total Dev. Cost w/acq costs	Local Subsidy	Notes on Financing	Building Type
1939 Market Street	1939 Market Street	11,860	Oct-26	187	187	135,537	1,640	137,177	\$ -	\$ 130,917,352	\$ 32,276,078	\$ 163,193,470	\$ 52,360,000	TCAC, AHSC	Type I
1234 Great Highway	1234 Great Highway	48,125	Jan-28	189	201	151,127	6,619	157,746	\$ 1,883,094	\$ 127,371,234	\$ 56,812,159	\$ 185,867,597	\$ 6,360,088	TCAC, MHP, IG	Type I
1967 Mission	1967 Mission	8,777	Feb-26	95	95	69,792	50,450	120,242	\$ 50,450	\$ 59,309,317	\$ 20,240,967	\$ 79,650,624	\$ 39,749,805	tax exempt bonds, 4% HCD	Type 1A
11 E12 Senior	E12 Treasure Island	15,500	Nov-26	100	100	86,300	7,000	93,300	\$ 3,000	\$ 66,000,000	\$ 42,477,780	\$ 108,477,780	\$ 21,000,000	HUD 202 PRAC	Type VIIA
In Predevelopment	Average:	22,885		135	202	132,268	6,168	137,751	\$34,990	\$6,629,790	\$4,587,891	\$32,221,311	\$7,243,226		

Application Date:
Project Name:
Project Address:
Project Sponsor:

5/15/26
772 + 758 Pacific
772 + 758 Pacific Avenue
Chinatown Community Development Center

Units: 175
Bedrooms: 176
Beds:

LOSP Project

SOURCES	Total Sources							Comments
	4,100,000	888,945	3,847,903	2,650,519	-	2,178,786	13,666,153	
		Relocation, Appraisal, soft Costs Add'l Predev Loan	HOME Loan - Add'l Predev	HOME Loan- Add'l Predev		758 Pacific Ave Land Purchase		
Name of Sources: MOHCD/OCII								

USES

ACQUISITION

Acquisition cost or value						2,000,000	2,000,000	
Legal / Closing costs / Broker's Fee						7,679	7,679	
Holding Costs						171,107	171,107	8.55 interest on \$1.25M LOC for over 15 months
Transfer Tax			0			0	0	
TOTAL ACQUISITION	0	0	0	0	0	2,178,786	2,178,786	

CONSTRUCTION (HARD COSTS)

Unit Construction/Rehab	1,206,079						1,206,079	Include FF&E	
Commercial Shell Construction							0		
Demolition			1,079,600				1,079,600	includes Environmental remediation	
Environmental Remediation							0		
Onsight Improvements/Landscaping							0		
Offsite Improvements							0		
Infrastructure Improvements							0	HOPE SF/OCII costs for streets etc.	
Parking							0		
GC Bond Premium/GC Insurance/GC Taxes							0		0.0%
GC Overhead & Profit							0		0.0%
CG General Conditions							0		0.0%
Sub-total Construction Costs	1,206,079	0	1,079,600	0	0	0	2,285,679		
Design Contingency (remove at DD)							0	5% up to \$30MM HC, 4% \$30-\$45MM, 3% \$45MM+	0.0%
Bid Contingency (remove at bid)							0	5% up to \$30MM HC, 4% \$30-\$45MM, 3% \$45MM+	0.0%
Plan Check Contingency (remove/reduce during Plan Review)							0	4% up to \$30MM HC, 3% \$30-\$45MM, 2% \$45MM+	0.0%
Hard Cost Construction Contingency							0	5% new construction / 15% rehab	0.0%
Sub-total Construction Contingencies	0	0	0	0	0	0	0		
TOTAL CONSTRUCTION COSTS	1,206,079	0	1,079,600	0	0	0	2,285,679		

SOFT COSTS

Architecture & Design								
Architect design fees	1,089,125			500,000			1,589,125	See MOHCD A&E Fee Guidelines: http://sfmohcd.org/documents-reports-and-forms
Design Subconsultants to the Architect (incl. Fees)							0	
Architect Construction Admin							0	
Reimbursables							0	
Additional Services							0	
Sub-total Architect Contract	1,089,125	0	0	500,000	0	0	1,589,125	
Other Third Party design consultants (not included under Architect contract)	112,000	50,000		1,581,950			1,743,950	Consultants under Architect and Owner
Total Architecture & Design	1,201,125	50,000	0	2,081,950	0	0	3,333,075	
Engineering & Environmental Studies								
Survey	18,000			20,000			38,000	
Geotechnical studies							0	
Phase I & II Reports	50,000						50,000	
CEQA / Environmental Review consultants							0	
NEPA / 106 Review		32,870					32,870	
CNA/PNA (rehab only)							0	
Other environmental consultants				50,000			50,000	Name consultants & contract amounts
Total Engineering & Environmental Studies	68,000	32,870	0	70,000	0	0	170,870	
Financing Costs								
Construction Financing Costs								
Construction Loan Origination Fee							0	
Construction Loan Interest							0	
Title & Recording							0	
CDLAC & CDIAC fees							0	
Bond Issuer Fees							0	
Other Bond Cost of Issuance							0	
Other Lender Costs (specify)							0	
Sub-total Const. Financing Costs	0	0	0	0	0	0	0	
Permanent Financing Costs								
Permanent Loan Origination Fee							0	
Credit Enhance. & Appl. Fee							0	
Title & Recording							0	
Sub-total Perm. Financing Costs	0	0	0	0	0	0	0	
Total Financing Costs	0	0	0	0	0	0	0	
Legal Costs								
Borrower Legal fees	15,000		100,000				115,000	
Land Use / CEQA Attorney fees			100,000	150,000			250,000	
Tax Credit Counsel	50,000						50,000	
Bond Counsel							0	
Construction Lender Counsel							0	
Permanent Lender Counsel							0	
Parcel Subdivision & Commercial Tenant Planning	6,500		100,000	50,000			156,500	
Total Legal Costs	71,500	0	300,000	200,000	0	0	571,500	
Other Development Costs								
Appraisal	7,000	5,000		8,000			20,000	
Market Study	10,000			5,000			15,000	
* Insurance							0	
* Property Taxes							0	
* Accounting / Audit							0	
* Organizational Costs	20,000						20,000	
* Entitlement / Permit Fees	180,169		1,568,303				1,748,472	
* Marketing / Rent-up							0	
* Furnishings							0	\$2,000/unit: See MOHCD UAW Guidelines: http://sfmohcd.org/documents-reports-and-forms
PGE / Utility Fees	300,000		700,000				1,000,000	
TCAC App / Alloc / Monitor Fees	34,152						34,152	
* Financial Consultant fees	85,000						85,000	
Construction Management fees / Owner's Rep	126,000						126,000	
* Security during Construction							0	
* Relocation	50,000	801,075		187,319			1,038,394	2 Businesses plus 1 residential unit up top of 758
Neighbor Impact Fee			200,000				200,000	
Other (specify)							0	
Other (specify)							0	
Total Other Development Costs	812,321	806,075	2,468,303	200,319	0	0	4,287,018	
Soft Cost Contingency								
Contingency (Arch, Eng, Fin, Legal & Other Dev)	190,975			98,250	0	0	289,225	Should be either 10% or 5% of total soft costs.
TOTAL SOFT COSTS	2,343,921	888,945	2,768,303	2,650,519	0	0	8,651,688	

RESERVES

* Operating Reserves							0	
Replacement Reserves							0	
* Tenant Improvements Reserves							0	
Other (specify)							0	
Other (specify)							0	
Other (specify)							0	
TOTAL RESERVES	0	0	0	0	0	0	0	

DEVELOPER COSTS

Developer Fee - Cash-out Paid at Milestones	550,000						550,000	
Developer Fee - Cash-out At Risk							0	
Commercial Developer Fee								
Developer Fee - GP Equity (also show as source)								
Developer Fee - Deferred (also show as source)							0	
Development Consultant Fees							0	Need MOHCD approval for this cost, N/A for most projects
Other (specify)							0	
TOTAL DEVELOPER COSTS	550,000	0	0	0	0	0	550,000	

TOTAL DEVELOPMENT COST

Development Cost/Unit by Source	4,100,000	888,945	3,847,903	2,650,519	0	2,178,786	13,666,153	
Development Cost/Unit as % of TDC by Source	23.429	5.080	21.988	15.146	0	12.450	78.092	
	30.0%	6.5%	28.2%	19.4%	0.0%	15.9%	100.0%	

Acquisition Cost/Unit by Source	0	0	0	0	0	11,429	11,429	
Construction Cost (inc Const Contingency)/Unit By Source	6,892	0	6,169	0	0	0	13,061	
Construction Cost (inc Const Contingency)/SF	8.48	0.00	7.59	0.00	0.00	0.00	16.06	

*Possible non-eligible GO Bond/COP Amount: 1,361,079
City Subsidy/Unit 23,429

Tax Credit Equity Pricing: 0.92
Construction Bond Amount: 44,399,833
Construction Loan Term (in months): 40 months
Construction Loan Interest Rate (as %): 6.31%

772 Pacific Senior Additional Prev and Preliminary Gap
772- 758 Pacific Street

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Attachment I: Predevelopment Budget

(See Attached)

772 Pacific Senior Additional Prev and Preliminary Gap
772- 758 Pacific Street

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Attachment J: Development Budget

(See Attached)

Application Date:	5/15/26	# Units:	175	
Project Name:	772 + 758 Pacific	# Bedrooms:	176	
Project Address:	772 + 758 Pacific Avenue	# Beds:		
Project Sponsor:	Chinatown Community Development Center			LOSP Project

SOURCES	51,881,272	7,698,440	32,000,000	3,167,830	472,337	-	1,740,000	70,000	5,000,000	74,918,107	Total Sources	176,847,986	Comments
	MOHCD:	MOHCD:	MOHCD:	MOHCD:	MOHCD:								
		Commercial	HCD- MHP	Accrued Def	Comm Accrued		FHLB-AHP	GP Equity	Deferred	Tax Credit LP			
		Loan		Interest	Def Interest				Developer Fee	Equity			

USES

ACQUISITION													
Acquisition cost or value												0	
Legal / Closing costs / Broker's Fee												0	
Holding Costs												0	
Transfer Tax												0	
TOTAL ACQUISITION	0	0	0	0	0	0	0	0	0	0	0	0	

CONSTRUCTION (HARD COSTS)

Unit Construction/Rehab	12,128,179	4,276,674	32,000,000				1,740,000	0		58,095,841	108,240,684	Includes Basement Cost+2% GC Contingency	
Commercial Shell Construction		1,401,148									1,401,148	includes warm shell (see Tab 4c)+2% GC	
Demolition										1,079,600	1,079,600	Contingency of \$116,628	
Environmental Remediation											0	included under DEMOLITION	
Onsight Improvements/Landscaping											0		
Offsite Improvements											0		
Infrastructure Improvements											0	MOPE SF/OOI costs for streets etc.	
Parking											0		
GC Bond Premium/GC Insurance/GC Taxes		181,464								3,367,222	3,368,686		
GC Overhead & Profit	4,189,102	226,430									4,415,532	3.75%	
CG General Conditions										4,200,060	4,200,060		
Sub-total Construction Costs	16,317,281	6,085,716	32,000,000	0	0	0	1,740,000	0	0	66,732,723	122,875,720		
Design Contingency (remove at DD)											0	5% up to \$30MM HC 4% \$30-\$45MM 3% \$45MM+	0.0%
Bid Contingency (remove at bid)	1,299,933									2,386,338	3,686,271	5% up to \$30MM HC 4% \$30-\$45MM 3% \$45MM+	3.0%
Plan Check Contingency (remove/reduce during Plan Rev)	2,330,226	127,289									2,457,514	4% up to \$30MM HC 3% \$30-\$45MM 2% \$45MM+	2.0%
Hard Cost Construction Contingency	250,000	289,674								5,799,046	6,338,720	5% new construction / 15% rehab	5.2%
Sub-total Construction Contingencies	3,880,158	416,963	0	0	0	0	0	0	0	8,185,384	12,492,509		
TOTAL CONSTRUCTION COSTS	20,197,439	6,502,679	32,000,000	0	0	0	1,740,000	0	0	74,918,107	135,368,225		

SOFT COSTS

Architecture & Design													
Architect design fees	1,469,716	80,284									1,550,000	See MOHCD A&E Fee Guidelines: http://slmohcd.org/documents-reports-and-forms	
Design Subconsultants to the Architect (incl. Fees)											0		
Architect Construction Admin	758,563	41,437									800,000		
Reimbursables											0		
Additional Services											0		
Sub-total Architect Contract	2,228,279	121,721	0	0	0	0	0	0	0	0	2,350,000		
Other Third Party design consultants (not included under Architect contract)	1,422,306	77,694									1,500,000	Consultants not covered under architect contract; name consultant fee and contract amount	
Total Architecture & Design	3,650,585	199,415	0	0	0	0	0	0	0	0	3,850,000		
Engineering & Environmental Studies													
Survey	66,374	3,626									70,000		
Geotechnical studies											0		
Phase I & II Reports	142,231	7,769									150,000		
CEQA / Environmental Review consultants											0		
NEPA / 105 Review	100,000										100,000	CDBG for Acqui loan	
CNA/PNA (rehab onlv)											0	Issuer Financial Advisor+Issuer App Fee+Issue	
Other environmental consultants	568,923	31,076									600,000	Upfront fee+Issue Fee during Construction	
Total Engineering & Environmental Studies	877,527	42,473	0	0	0	0	0	0	0	0	920,000	COI contingency	
Financing Costs													
Construction Financing Costs													
Construction Loan Origination Fee	725,497										725,497		
Construction Loan Interest												\$6,063,381 (TEX loan of \$43,366,581 @ 6.31%)+\$2,939,598 (Tail loan of \$53,366,949 @ 6.1%)	
Title & Recording	9,002,980	4,144									80,000		
CDLAC & CDIAC fees	21,379										21,379	CDLAC + CDIAC fees	
Bond Issuer Fees	316,832										316,832	Issuer Financial Advisor+Issuer App Fee+Issue	
Other Bond Cost of Issuance	25,000										25,000	Upfront fee+Issue Fee during Construction	
Other Lender Costs (MOHCD Lender Fees)	516,313	76,984									593,297	COI contingency	
Sub-total Const. Financing Costs	10,883,857	81,128	0	0	0	0	0	0	0	0	10,764,985	MOHCD Lender Fees	
Permanent Financing Costs													
Permanent Loan Origination Fee											0		
Credit Enhance. & Appl. Fee											0		
Title & Recording	19,964	1,036	0	0	0	0	0	0	0	0	20,000		
Sub-total Perm. Financing Costs	18,964	1,036	0	0	0	0	0	0	0	0	20,000		
Total Financing Costs	10,702,821	82,164	0	0	0	0	0	0	0	0	10,784,985		
Legal Costs													
Borrower Legal fees	145,000										145,000	\$50K Construction Closing, \$70K Syndication-GP, \$29K Borrower Counsel	
Land Use / CEQA Attorney fees	250,000										250,000	Quiet title action + Zoning Amendment	
Tax Credit Counsel											0		
Bond Counsel	100,000										100,000		
Construction Lender Counsel	130,000										130,000	\$50K Construction Lender Ex + \$80K Counsel	
Permanent Lender Counsel	10,000										10,000	Legal - Perm closing	
Parcel Subdivision & Commercial Tenant Planning	123,267	71,733	0	0	0	0	0	0	0	0	195,000	COMM \$6,733 + \$15K subdivision + mapping + \$50K Commercial Tenant Planning Fund per MOHCD Comm Space Underwriting guidelines	
Total Legal Costs	758,267	71,733	0	0	0	0	0	0	0	0	830,000		
Other Development Costs													
Appraisal	20,000										20,000		
Market Study	20,000										20,000		
Insurance	2,607,561	142,439									2,750,000		
Property Taxes	9,482	518									10,000		
Accounting / Audit	55,000	40,000									95,000		
Organizational Costs	20,000										20,000		
Entitlement / Permit Fees	1,801,588	98,412									1,900,000		
Marketing / Rent-up	388,000										388,000		
Furnishings	466,100										466,100	\$2,500/unit: See MOHCD U/W Guidelines on: http://slmohcd.org/documents-reports-and-forms	
PGE / Utility Fees	1,422,306	77,694									1,500,000		
CDLAC App / Alloc / Monitor Fees	294,741										294,741		
Financial Consultant fees	150,000										150,000	Syndication consulting	
Construction Management fees / Owner's Rep	265,497	14,503									280,000		
Security during Construction											0		
Relocation	1,100,000										1,100,000		
Neighbor Impact Fee	240,000										240,000	\$30K x 8 neighboring properties	
Trustee fee during Construction	2,500										2,500		
Accrued Deferred Interest: MOHCD		0		3,167,830	472,337	0	0	0	0	0	3,640,167	\$3,031,503 RES + \$474,541 Commercial loan accrued def interest	
Total Other Development Costs	8,772,775	373,566	0	3,167,830	472,337	0	0	0	0	0	12,786,598		
Soft Cost Contingency													
Contingency (Arch, Eng, Fin, Legal, & Other Dev)	1,490,336	81,410	0								0	1,571,746	Should be either 10% or 5% of total soft costs
TOTAL SOFT COSTS	26,252,311	656,761	0	3,167,830	472,337	0	0	0	0	0	30,743,239		6.4%

RESERVES

Operating Reserves	776,522										776,522	Lender required 3-mth Op Reserve	
Replacement Reserves											0		
Tenant Improvements Reserves											0		
Commercial Lease Up reserves		70,000									70,000		
MHP- Supportive Services Reserve											0	both SOURCE & a USE	
Other (specify)											0		
TOTAL RESERVES	776,522	70,000	0	0	0	0	0	0	0	0	846,522		

DEVELOPER COSTS

Developer Fee - Cash-out Paid at Milestones	1,100,000										1,100,000		
Developer Fee - Cash-out At Risk	3,555,000										3,625,000	Subtract \$70K GP Equity to reduce overall SOURCE by that amount.	
Commercial Developer Fee	0	275,000						70,000			275,000	\$200K + \$75K allowed for condo marketing	
Developer Fee - GP Equity (also show as source)									5,000,000		5,000,000		
Developer Fee - Deferred (also show as source)											0	Need MOHCD approval for this cost, N/A for most projects	
Development Consultant Fees											0		
Other (specify)											0		
TOTAL DEVELOPER COSTS	4,655,000	275,000	0	0	0	0	0	70,000	5,000,000	0	10,000,000		

TOTAL DEVELOPMENT COST	51,881,272	7,698,440	32,000,000	3,167,830	472,337	0	1,740,000	70,000	5,000,000	74,918,107	176,847,986		
Development Cost/Unit by Source	296,464	43,991	182,857	18,102	2,699	0	9,943	400	28,571	428,103	1,011,131		
Development Cost/Unit as % of TDC by Source	29.3%	4.4%	18.1%	1.8%	0.3%	0.0%	1.0%	0.0%	2.8%	42.3%	100.0%		

Acquisition Cost/Unit by Source	0	0	0	0	0	0	0	0	0	0	0		
Construction Cost (inc Const Contingency)/Unit By Source	115,414	37,158	182,857	0	0	0	9,943	0	0	428,103	773,476		
Construction Cost (inc Const Contingency)/SF	141.96	45.70	224.91	0.00	0.00	0.00	12.23	0.00	0.00	526.56	951.36		

*Possible non-eligible GO Bond/COP Amount:	17,768,111
City Subsidy/Unit:	296,464

Tax Credit Equity Pricing:	0.920
Construction Bond Amount:	44,399,833
Construction Loan Term (in months):	40 months
Construction Loan Interest Rate (as %):	6.31%

772 Pacific Senior Additional Prev and Preliminary Gap
772- 758 Pacific Street

May 15, 2026
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Attachment K: 1st Year Operating Budget

(See attached)

Application Date: 5/15/2026		LOSP Units		Non-LOSP Units		Project Name:		772 + 758 Pacific			
Total # Units:		175		44		131		Project Address:		772 + 758 Pacific Avenue	
First Year of Operations (provide data assuming that Year 1 is a full year, i.e. 12 months of operations):		2029		LOSP/non-LOSP Allocation		Project Sponsor:		Chinatown Community Development Center		Correct errors noted in Col N!	
				25%		75%					
INCOME		LOSP		non-LOSP		Total		Comments			
Residential - Tenant Rents		118,800		964,932		1,083,732		Links from 'New Proj. - Rent & Unit Mix' Worksheet		Alternative LOSP Split	
Residential - Tenant Assistance Payments (SOS Payments)				883,896		883,896		Comments		non-LOSP Approved	
Residential - Tenant Assistance Payments (Other Non-LOSP)		0		611,796		611,796		Links from 'New Proj. - Rent & Unit Mix' Worksheet		Residential - Tenant Assistance Payments (Other Non-LOSP)	
										0.00% 100.00%	
Residential - LOSP Tenant Assistance Payments		613,268				613,268					
Commercial Space						0		from 'Commercial Op. Budget' Worksheet, Commercial to Residential allocation: 0%			
Residential Parking		0		0		0		Links from 'Utilities & Other Income' Worksheet			
Miscellaneous Rent Income		0		0		0		Links from 'Utilities & Other Income' Worksheet		Alternative LOSP Split	
Supportive Services Income		0		0		0		Links from 'Utilities & Other Income' Worksheet		Supportive Services Income	
Interest Income - Project Operations		0		0		0		Links from 'Utilities & Other Income' Worksheet			
Laundry and Vending		2,298		6,894		9,192		Links from 'Utilities & Other Income' Worksheet		Projected LOSP Split	
Tenant Charges		0		0		0		Links from 'Utilities & Other Income' Worksheet		LOS P non-LOS P (only acceptable)	
Miscellaneous Residential Income		0		0		0		Links from 'Utilities & Other Income' Worksheet			
Other Commercial Income						0		from 'Commercial Op. Budget' Worksheet, Commercial to Residential allocation: 0%		Alternative LOSP Split	
Withdrawal from Capitalized Reserve (deposit to operating account)		0		0		0		Withdrawal from Capitalized Reserve (deposit to operating account)		0.00% 100.00%	
Gross Potential Income		734,366		2,467,518		3,201,884		Vacancy Formulas use percentages entered in cells G25-26; can be overridden, use negative if!			
Vacancy Loss - Residential - Tenant Rents		(5,940)		(48,247)		(54,187)		5% Vacancy loss is 5% of Tenant Rents			
Vacancy Loss - Residential - Tenant Assistance Payments		0		0		0		5% Vacancy loss is 0% of Non-LOSP Tenant Assistance Pmts.			
Vacancy Loss - Commercial		0		0		0		from 'Commercial Op. Budget' Worksheet, Commercial to Residential allocation: 0%			
EFFECTIVE GROSS INCOME		728,426		2,419,271		3,147,698		PUPA: 17,987			
OPERATING EXPENSES											
Management										Alternative LOSP Split	
Management Fee		35,700		107,100		142,800		Management Fee		non-LOS P Approved	
Asset Management Fee		6,503		19,508		26,010		Asset Management Fee			
Sub-total Management Expenses		42,203		126,608		168,810		PUPA: 965			
Salaries/Benefits										Alternative LOSP Split	
Office Salaries		50,867		152,600		203,466		Links from 'Staffing' Worksheet		Office Salaries	
Manager's Salary		19,240		57,720		76,960		Links from 'Staffing' Worksheet		Manager's Salary	
Health Insurance and Other Benefits		45,374		136,121		181,495		Health Insurance & 403b Employer Contribution (minus desk clerk benefits)		Health Insurance and Other Benefits	
Other Salaries/Benefits		0		0		0		Other Salaries/Benefits		Other Salaries/Benefits	
Administrative Rent-Free Unit		0		0		0		\$12,948 deleted per MOHCD direction		Administrative Rent-Free Unit	
Sub-total Salaries/Benefits		115,480		346,441		461,921		PUPA: 2,640			
Administration											
Advertising and Marketing		533		1,599		2,132					
Office Expenses		15,371		46,114		61,485		Office Supplies, Computer Services, Telephone			
Office Rent		0		0		0				Projected LOSP Split	
Legal Expense - Property		7,507		22,520		30,026		Legal Expense - Property		LOS P non-LOS P (only acceptable)	
Audit Expense		6,922		20,765		27,687					
Bookkeeping/Accounting Services		4,988		14,963		19,950				Projected LOSP Split	
Bad Debts		0		0		0		\$2,191 deleted per MOHCD direction		LOS P non-LOS P (only acceptable)	
Miscellaneous		5,135		15,406		20,541					
Sub-total Administration Expenses		40,455		121,366		161,821		PUPA: 925			
Utilities										Projected LOSP Split	
Electricity		34,758		104,274		139,032		Electricity		LOS P non-LOS P (only acceptable)	
Water		25,271		75,812		101,082					
Gas		0		0		0					
Sewer		29,491		88,472		117,963					
Sub-total Utilities		89,519		268,558		358,077		PUPA: 2,046			
Taxes and Licenses										Alternative LOSP Split	
Real Estate Taxes		2,500		7,500		10,000		Real Estate Taxes		non-LOS P Approved	
Payroll Taxes		9,628		28,883		38,510		FICA			
Miscellaneous Taxes, Licenses and Permits		4,711		14,134		18,845		Payroll Taxes			
Sub-total Taxes and Licenses		16,839		50,916		67,355		PUPA: 385			
Insurance											
Property and Liability Insurance		76,767		230,302		307,069					
Fidelity Bond Insurance		0		0		0				Alternative LOSP Split	
Worker's Compensation		6,031		18,094		24,125		(1)Sr. Prop Manager, (2) Asst Prop Managers, (1) Admin Asst, (2.5) Maint Tech, (1) Maint		non-LOS P Approved	
Director's & Officers' Liability Insurance		0		0		0					
Sub-total Insurance		82,799		248,396		331,194		PUPA: 1,893			
Maintenance & Repair										Alternative LOSP Split	
Payroll		56,744		167,231		222,975		Links from 'Staffing' Worksheet		LOS P non-LOS P Approved	
Supplies		10,083		30,250		40,333		Janitorial, Repairs, Decorating		Payroll	
Contracts		109,674		329,021		438,695		Janitorial, Exterminating, Security, Grounds, Repairs, Elevator, Decorating, Misc Maint.		Supplies	
Garbage and Trash Removal		18,670		56,011		74,681				100.00% (LOSP)	
Security Payroll/Contract		78,116		234,348		312,466		Links from 'Staffing' Worksheet		Contracts	
HVAC Repairs and Maintenance		0		0		0				Alternative LOSP Split	
Vehicle and Maintenance Equipment Operation and Repairs		0		0		0				Security Payroll/Contract	
Miscellaneous Operating and Maintenance Expenses		0		0		0				25.00% 75.00%	
Sub-total Maintenance & Repair Expenses		272,287		816,862		1,089,150		PUPA: 6,224			
Supportive Services		0		224,688		224,688		Links from 'Staffing' Worksheet		Alternative LOSP Split	
Commercial Expenses						0		from 'Commercial Op. Budget' Worksheet, Commercial to Residential allocation: 0%		Supportive Services	
										0.00% 100.00%	
TOTAL OPERATING EXPENSES		659,582		2,203,434		2,863,016		PUPA: 16,360			
Reserves/Ground Lease Base Rent/Bond Fees											
Ground Lease Base Rent		3,775		11,325		15,100		Ground lease with MOHCD Admin Fee +100 rent			
Bond Monitoring Fee		625		1,875		2,500				Alternative LOSP Split	
Replacement Reserve Deposit		21,875		65,625		87,500		\$500 PUPY		non-LOS P Approved	
Operating Reserve Deposit		0		0		0				Replacement Reserve Deposit	
Other Required Reserve 1 Deposit		0		0		0				Operating Reserve Deposit	
Other Required Reserve 2 Deposit		0		0		0				Other Required Reserve 1 Deposit	
Sub-total Reserves/Ground Lease Base Rent/Bond Fees		26,275		78,825		105,100		PUPA: 601			
TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond		685,857		2,282,259		2,968,116		PUPA: 16,961			
NET OPERATING INCOME (INCOME minus OP EXPENSES)		42,570		137,012		179,582		PUPA: 1,026			
DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loans)											
Hard Debt - First Lender		0		0		0				Alternative LOSP Split	
Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Lender)		33,600		100,800		134,400		HCD MHP		Hard Debt - First Lender	
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)		0		0		0				0.00% 100.00%	
Hard Debt - Fourth Lender		0		0		0				Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Lender)	
Commercial Hard Debt Service						0		from 'Commercial Op. Budget' Worksheet, Commercial to Residential allocation: 0%		Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)	
TOTAL HARD DEBT SERVICE		33,600		100,800		134,400		PUPA: 768		Hard Debt - Fourth Lender	
CASH FLOW (NOI minus DEBT SERVICE)		8,970		36,212		45,182					
Commercial Only Cash Flow						0					
Allocation of Commercial Surplus to LOSP/non-LOSP (residual income)		0		0		0				Allocation of Commercial Surplus to LOSP/non-LOSP (residual income)	
AVAILABLE CASH FLOW		8,970		36,212		45,182					
USES OF CASH FLOW BELOW (This row also shows DSCR.)						1.34					
USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL											
"Below-the-line" Asset Mgt fee (uncommon in new projects; see policy)		0		0		0					
Partnership Management Fee (see policy for limits)		7,720		23,158		30,878		Second Priority			
Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits)		1,250		3,750		5,000		First Priority			
Other Payments		0		0		0				Alternative LOSP Split	
Non-amortizing Loan Pmnt - Lender 1 (select lender in comments field)		0		0		0				Other Payments	
Non-amortizing Loan Pmnt - Lender 2 (select lender in comments field)		0		0		0				Non-amortizing Loan Pmnt - Lender 1 (select lender in comments field)	
Deferred Developer Fee (Enter amt <= Max Fee from call 1130)		0		4,652		4,652		Def. Develop. Fee split: 50%		Deferred Developer Fee (Enter amt <= Max Fee from call 1130)	
TOTAL PAYMENTS PRECEDING MOHCD		8,970		31,561		40,530		PUPA: 232		0.00% 100.00%	
RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING		0		4,652		4,652					
Residual Receipts Calculation											
Does Project have a MOHCD Residual Receipt Obligation?		Yes		Yes		Project has MOHCD ground lease?		Yes			
Will Project Defer Developer Fee?		Yes		Yes							
Max Deferred Developer Fee/Borrower % of Residual Receipts in Yr 1:		50%		50%		Max Deferred Developer Fee Amt (Use for data entry above. Do not link.):		4,652		Sum of DD F from LOSP and non-LOSP:	
% of Residual Receipts available for distribution to soft debt lenders in										Ratio of Sum of DDF and calculated 50%:	
										4.652 0.99999	
Soft Debt Lenders with Residual Receipts Obligations				(Select lender name/program from drop down)		Total Principal Amt				Distrib. of Soft Debt Loans	
MOHCD/OClI - Soft Debt Loans				All MOHCD/OClI Loans payable from res. rects				\$61,319,712		64.31%	
MOHCD/OClI - Ground Lease Value or Land Acq Cost				Acquisition Cost				\$2,029,579		2.13%	
HCD (soft debt loan) - Lender 3				HCD MHP				\$32,000,000		33.56%	
Other Soft Debt Lender - Lender 4										0.00%	
Other Soft Debt Lender - Lender 5										0.00%	
MOHCD RESIDUAL RECEIPTS DEBT SERVICE											
MOHCD Residual Receipts Amount Due		3,091		3,091		50% of residual receipts, multiplied by 66.44% -- MOHCD's pro rata share of all soft debt					
Proposed MOHCD Residual Receipts Amount to Loan Repayment		3,091		3,091		Enter/override amount of residual receipts proposed for loan repayment.					
Proposed MOHCD Residual Receipts Amount to Residual Ground Lease		0		0		If applicable, MOHCD residual receipts amt due LESS amt proposed for loan repaymt.					
REMAINING BALANCE AFTER MOHCD RESIDUAL RECEIPTS						1,561					
NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE											
HCD Residual Receipts Amount Due				1,561		50% of residual receipts, multiplied by 33.56% -- HCD MHP's pro rata share of all soft debt					
Lender 4 Residual Receipts Due				0							
Lender 5 Residual Receipts Due				0							
Total Non-MOHCD Residual Receipts Debt Service				1,561							
REMAINDER (Should be zero unless there are distributions below)				(0)							
Owner Distributions/Incentive Management Fee				0							
Other Distributions/Uses				0							
Final Balance (should be zero)				0							

772 Pacific Senior Additional Prev and Preliminary Gap
772- 758 Pacific Street

May 15, 2026
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Attachment L: 20-year Operating Proforma

(See Attached)

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PLANNING APPROVAL LETTER

Date: 1/24/2025
Planning Record No. 2024-004990PRJ
Project Address: 758 and 772 Pacific Avenue
Zoning: CRNC (CHINATOWN- RESIDENTIAL- NEIGHBORHOOD COMMERCIAL) Zoning District
Group Housing Special Use District
Priority Equity Geographies Special Use District
New Asia Senior Housing Special Use District
65-N Height and Bulk District
Block/Lot: 0161 / 014-015
Project Sponsor: Bo Han
615 Grant Avenue
San Francisco, CA 94108
Staff Contact: Jonathan Vimr
Jonathan.Vimr@sfgov.org 628-652-7319

Project Description

This project proposes to demolish the existing one-story commercial building (previously D.B.A. New Asia and currently operating as a Chinese grocery store under a Temporary Use Authorization) at 772 Pacific Ave as well as a two-story building containing a ground floor retail space and one dwelling unit above at 758 Pacific, and construct a 15-story, 155' tall senior housing project constituting 175 dwelling units that will be used for 100% affordable senior housing. There will also be a banquet hall in the basement, ground floor, and mezzanine level. The 758 and 772 Pacific Avenue parcels will be combined, with the City and County of San Francisco purchasing the 758 Pacific parcel from the Chinatown Community Development Corporation (CCDC) for the lot merger and then leasing the combined site to CCDC.

Project Approval

This project is approved pursuant to Government Code section 65912.110, commonly known as AB 2011. AB 2011 requires the ministerial approval of eligible 100% affordable and mixed-income housing developments located on sites where office, retail or parking are principally permitted. For additional details on AB 2011, please see Government Code section 65912.110, or Director's Bulletin 5.

The Department has determined that the project is eligible for AB 2011 and has concluded its design review of the project, including that it complies with the objective standards of the Planning Code. The Department therefore approves the project in accordance with the provisions of Government Code section 65912.110 (AB 2011), as recorded in Planning Record No. 2024-004990PRJ. The project shall comply with the standard

conditions of approval for an AB 2011 project, attached. The property owner shall record a Notice of Special Restrictions prior to the issuance of a site or building permit for the project. The plans for the approved project are attached to this approval.

Project Timeline

Action	Date
Applicant submitted a Development Application	June 3, 2024
Department staff deemed Application Complete (CAN)	July 9, 2024
Department staff determined that the proposed project was eligible for AB2011	August 10, 2024
Department staff issued Plan Check Letter (PCL) No. 1	August 23, 2024
Applicant responded to PCL No. 1	September 4, 2024
Project was deemed complete	September 12, 2024

Compliance with the State Density Bonus Law

The Project Sponsor seeks to proceed pursuant to Planning Code Section 206.6, Individually Requested State Density Bonus Law, Government Code Section 65915 et seq (the “State Law”). Under subsection 65915(b)(1)(G) of the State Law, a 100% affordable housing development that provides 100% of the total units for lower income households, except that up to 20% of the total units in the development may be for moderate-income households and exclusive of a manager’s unit(s), is entitled to five concessions and incentives that result in identifiable and actual cost reductions to provide for affordable housing costs. Such project, when located within one-half mile of a major transit stop, shall be relieved of maximum density controls and shall also receive a height increase of up to three additional stories, or 33 feet, and unlimited waivers from development standards that might otherwise preclude the construction of the project are permitted under this subsection of the State Law.

The New Asia Senior Housing Special Use District under Planning Code Section 249.19 provides exemption from the 65-N height and bulk limit and allows for a height of up to 155 feet, with height limitation inclusive of any additional height permissible under any state or local density bonus program that requires or permits increase in height, including Planning Code Section 206.6 and State Density Bonus Law, California Government Code Section 65915 et seq.

The Project Sponsor is providing 175 units of housing affordable to low and very low-income senior households and the project is located within one-half mile of a major transit stop; therefore, the project is not subject to any maximum control on density, and is eligible for up to five concessions/incentives, unlimited waivers, and three stories of additional height. The project sponsor is requesting three concessions/incentives from the development standards for non-residential use size limits in Chinatown Zoning Districts (Planning Code Section 121.4), Floor to Area ratio limits (Planning Code Section 124), and Permitted Obstructions (Planning Code Section 136). The project has requested waivers from the

development standards for Sun Access for sidewalks in Chinatown (Planning Code Section 132.3), Site Coverage in Chinatown (Planning Code Section 134.1), Open Space (Planning Code Section 135), Rear Yard (Planning Code Section 134), Off-Street Loading (Planning Code Section 152), and Bike Parking and Bike Parking in City-Owned/Leased properties (Planning Code Sections 155.2/155.3).

<i>Project Tenure</i>	Rental
<i>Location</i>	CRNC (Chinatown-Residential, Neighborhood Commercial)
<i>Total On-Site Affordable Units</i>	175 (100% Affordable)
<i>Project Unit Mix</i>	124 studio, 50 one bedroom, 1 two-bedroom manager unit
<i>Total Residential Floor Area</i>	134,937 sqft

Planning Code Findings

Planning Code Section 206.6

The Department finds that the project is consistent with the findings set forth in 206.6 as further described below.

Before approving an application for a Density Bonus, Incentive, Concession, or Waiver, for any Individually Requested Density Bonus Project, the Planning Commission or Director shall make the following findings as applicable.

- A. The Housing Project is eligible for the Individually Requested Density Bonus Program.

The Project qualifies for the State Density Bonus Program by providing 100% of the Project's residential units on-site as affordable to households for lower income households.

- B. The Housing Project has demonstrated that any Concessions or Incentives reduce actual housing costs, as defined in Section 50052.5 of the California Health and Safety Code, or for rents for the targeted units, based upon the financial analysis and documentation provided.

The project has requested concessions/incentives from the development standards for Non-Residential Use Size limits in Chinatown Zoning Districts (Planning Code Section 121.4), Floor to Area ratio limits (Planning Code Section 124), and Permitted Obstructions (Planning Code Section 136).

Non-Residential Use Size Limits. *The requested incentive from non-residential use size limits of 4,000 square feet allows the project to include an approximately 13,872 square-foot banquet hall at the lower levels, which is an essential community asset for the neighborhood, provides an additional revenue stream for the 100% affordable housing project, and serves the tenants of the project. It is also a use that has historically been present at the site.*

Permitted Obstructions (Bay Windows). *The requested incentive from bay window projections allows the project to construct non-standard bay windows. This design is intended to reduce the building's southern exposure to the sun, helping to reduce both direct construction costs and long-term operating costs related to heating and cooling.*

Floor to Area (FAR). *The requested incentive from the Planning Code requirement for a 1:1 commercial FAR limit allows for a properly sized banquet hall at a FAR of 1.27:1 at the lower levels, which is an essential community asset for the neighborhood, provides an additional revenue stream for the 100% affordable housing project, and serves the tenants of the project. It is also a use that has historically been present at the site.*

- C. If a waiver or modification is requested, a finding that the Development Standards for which the waiver is requested would have the effect of physically precluding the construction of the Housing Project with the Density Bonus or Concessions and Incentives permitted.

The project has requested waivers from the development standards for Sun Access for Sidewalks in Chinatown (Planning Code Section 132.3), Site Coverage in Chinatown (Planning Code Section 134.1), Rear Yard (Planning Code Section 134), Open Space (Planning Code Section 135), Off-Street Loading (Planning Code Section 152), and Bike Parking and Bike Parking in City-Owned/Leased properties (Planning Code Sections 155.2/155.3)).

Sun Access for Sidewalks in Chinatown. *The requested waiver results in increased residential density. Per this section of the Code, the subject proposal would require a 15-foot setback beginning at a building height of 47 feet and extending up from there. The proposed project does not provide any set front setback starting at 47 feet. Accommodating such a setback would result in the loss of residential units.*

Site Coverage in Chinatown. *The requested waiver results in increased residential density. In the Chinatown Residential Neighborhood Commercial District site coverage at the lowest level occupied for dwellings may not exceed 75%. The proposed project provides a site coverage of approximately 95% at the lowest level occupied for dwellings. Compliance with this provision would substantially decrease the residential density of the project, resulting in the loss of approximately 44 of the 175 proposed units.*

Rear Yard. *The requested waiver from the rear yard requirements of Planning Code Section 134 results in increased residential density. In the Chinatown Residential Neighborhood Commercial District, no more than 75% of lot coverage is allowed at residential levels, effectively meaning a 25% rear yard is required at the first floor containing a dwelling unit and at each subsequent story. The proposed project does not provide any rear yard. Providing a code-compliant rear yard would substantially decrease the residential density of the project, resulting in the loss of approximately 44 of the 175 proposed units.*

Residential Open Space. *The requested waiver results in increased residential density. In the Chinatown Residential Neighborhood Commercial District, there must be 48-square feet of open space per dwelling unit. While the project does include 3,277 square feet of open space, this is not compliant with the required amount of 8,400 square feet. Rendering the proposed building complaint with regard to the residential open space requirement would require the reduction of building volume and/or a reduction in the number of units proposed.*

Off-Street Loading. *The requested waiver results in increased residential density. Planning Code Section 152.1 requires one off-street freight loading space for projects that have 100,001 to 200,000 square feet of residential space. The proposed building has 134,652 square feet of residential space but is not providing off-street freight loading space, and is thus not compliant. Rendering the proposed building complaint with regard to the off-street freight loading requirement would require the reduction of building volume and/or a reduction in the number of units proposed.*

Bicycle Parking and Bicycle Parking in City-Owned and Leased Properties. *The requested waiver results in increased residential density. The Code requires that the project include 119 Class 1 bike parking spaces and 9 Class 2 spaces. The proposed project would not provide any bike parking spaces. Compliance with this provision would result in a substantial reduction of habitable area, thereby reducing the space needed for the residential development.*

- D. If the Density Bonus is based all or in part on donation of land, a finding that all the requirements included in Government Code Section 65915(g) have been met.

The requested Density Bonus is not based on donation of land.

- E. If the Density Bonus, Concession or Incentive is based all or in part on the inclusion of a Child Care Facility, a finding that all the requirements included in Government Code Section 65915(h) have been met.

The requested Density Bonus and concessions/incentives are not based on inclusion of a Child Care facility.

- F. If the Concession or Incentive includes mixed-use development, a finding that all the requirements included in Government Code Section 65915(k)(2) have been met.

The requested concessions/incentives are for both residential and non-residential uses. The inclusion of the non-residential concession/incentive will help reduce the cost of the housing development and are land uses that are compatible with housing and existing buildings in the area.

General Plan Compliance

As described below, the Project is consistent with the Eight Priority Policies of Planning Code Section 101.1 and is, on balance, in conformity with the Objectives and Policies of the General Plan.

HOUSING ELEMENT

Policy 8

Expand permanently supportive housing and services for individuals and families experiencing homelessness as a primary part of a comprehensive strategy to eliminate homelessness.

Policy 15

Expand permanently affordable housing investments in priority equity geographies to better serve american indian, black, and other people of color within income ranges underserved, including extremely-, very low-, and moderate-income households.

OBJECTIVE 4.A

SUBSTANTIALLY EXPAND THE AMOUNT OF PERMANENTLY AFFORDABLE HOUSING FOR EXTREMELY LOW-TO MODERATE-INCOME HOUSEHOLDS.

Policy 26

Streamline and simplify permit processes to provide more equitable access to the application process, improve certainty of outcomes, and ensure meeting state- and local-required timelines, especially for 100% affordable housing and shelter projects.

Policy 32

Promote and facilitate aging in place for seniors and multi-generational living that supports extended families and communal households.

OBJECTIVE 4.C

DIVERSIFY HOUSING TYPES FOR ALL CULTURES, FAMILY STRUCTURES, AND ABILITIES.

The project will provide 175 units of affordable housing; specifically senior housing in a community where this is a deep need. The banquet hall at the lower levels also serves a key community function. The project is consistent with the General Plan.

Planning Code Section 101.1(b) establishes eight priority-planning policies and requires review of permits for consistency with said policies. On balance, the project complies with said policies in that:

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

The project currently is developed with a grocery store; while this will be removed it will be replaced with a banquet hall, an essential use for the community within which it is located.

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

The project will replace a strictly commercial use with a lower level commercial use as well as 175 units of affordable senior housing.

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

The site does not currently include any existing affordable housing but will provide 175 such units for senior housing.

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

The Project Site is served by nearby public transportation options. The Project is located along a Muni bus line (12-Folsom/Pacific) and is within walking distance of the 8-Bayshore bus line as well as the Chinatown-Rose Pak Muni light rail station at Stockton and Washington Streets. Future residents would be afforded proximity to public transit.

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

The Project does not include commercial office development.

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

The Project will be designed and constructed to conform to the structural and seismic safety requirements of the Building Code. As such, this Project will improve the property's ability to withstand an earthquake.

7. That landmarks and historic buildings be preserved.

The Project Site does not contain any City Landmarks or historic buildings.

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

The Project will not affect access to sunlight and vistas from parks or open spaces.

Attachments:

Exhibit A - Conditions of Approval

Exhibit B - Draft Notice of Special Restriction

Exhibit C - Approved Plans

Exhibit D - Preliminary Planning Development Impact Fee Statement

CONDITIONS OF APPROVAL FOR 100% AFFORDABLE AB2011 PROJECTS

Authorization

This authorization to allow a 15-story, 100% affordable senior housing project consisting of 175 dwelling units located at 758 and 772 Pacific Avenue, Block 0161/Lot 015 within the CRNC (Chinatown-Residential-Neighborhood Commercial) Zoning District and a 65-N Height and Bulk District, New Asia Senior Housing Special Use District; in general conformance with plans, dated 9/4/2024, included in the case file for Planning Record No. 2024-004990PRJ. This authorization and the conditions contained herein run with the property and not with a particular Project Sponsor, business, or operator.

Recordation of Conditions of Approval

Prior to the issuance of the building permit or commencement of use for the Project the Zoning Administrator shall approve and order the recordation of a Notice in the Official Records of the Recorder of the City and County of San Francisco for the subject property. This Notice shall state that the project is subject to the conditions of approval contained herein and reviewed and approved by the Planning Department on 1/24/2025 under Planning Record No. 2024-004990PRJ.

Severability

The Project shall comply with all applicable City codes and requirements. If any clause, sentence, section or any part of these conditions of approval is for any reason held to be invalid, such invalidity shall not affect or impair other remaining clauses, sentences, or sections of these conditions. This decision conveys no right to construct, or to receive a building permit. "Project Sponsor" shall include any subsequent responsible party.

Changes and Modifications

Pursuant to California Government Code Section 65912.114(m), changes and modifications will be evaluated consistent with Government Code Section 65913.4(h).

State Law Provisions

1. **Expiration.** Pursuant to California Government Code Sections 65912.114(l) and 65913.4(g), the authorization and right vested by virtue of this action does not expire, as the Project includes public investment in affordability, and more than 50% of units are restricted by a land use restriction or covenant as affordable to households earning below 80% of the AMI for no less than fifty-five years if rented and forty-five years if owned.
2. **Prevailing Wages.** If the Project is not in its entirety a public work, as defined in Government Code Section 65912.130(b), all construction workers employed in the execution of the development must be paid at least the general prevailing rate of per diem wages for the type of work and geographic

area, and the standards set forth in Government Code Section 65912.130(b) shall be met during the construction of the project.

For more information about compliance, please contact the San Francisco Office of Labor Standards Enforcement (<https://www.sf.gov/departments--office-labor-standards-enforcement>).

3. **Additional Labor Standards.** The Project includes at least 50 units. Therefore, the development of the Project shall meet all of the labor standards set forth in Government Code Section 65912.131, including, but not limited to apprenticeships and health care expenditures.

For more information about compliance, please contact the San Francisco Office of Labor Standards Enforcement (<https://www.sf.gov/departments--office-labor-standards-enforcement>).

For information about compliance, contact the First Source Hiring Manager at 415.581.2335, www.onestopSF.org.

4. **Affordable Housing.** The Project was approved in accordance with the provisions of California Government Code Section 65912.114. 100% of the units within the project, excluding managers' units, shall be dedicated to lower income households at an affordable cost, as defined by Section 50052.5 of the Health and Safety Code, or an affordable rent set in an amount consistent with the rent limits established by the California Tax Credit Allocation Committee. The units shall be subject to a recorded deed restriction for a period of 55 years for rental units and 45 years for owner-occupied units.
5. **Regulatory Agreement.** The Project was approved ministerially in accordance with the provisions of California Government Code Section 65912.114, since 100% of the units in the project are restricted to lower income households for no less than fifty-five years if rented and forty-five years if owned. In addition, the Project was approved in accordance with the provisions of California Government Code Section 65915 ("State Density Bonus Law"). The Project is eligible for decontrolled density, up to four incentives and concessions, and unlimited waivers from development standards. The Department has granted incentives/concessions from the development standards for non-residential use size limits in Chinatown Zoning Districts (Planning Code Section 121.4), Floor to Area ratio limits (Planning Code Section 124), and Permitted Obstructions (Planning Code Section 136) and waivers for the development standards for Sun Access for sidewalks in Chinatown (Planning Code Section 132.3), Site Coverage in Chinatown (Planning Code Section 134.1), Open Space (Planning Code Section 135), Rear Yard (Planning Code Section 134), Off-Street Loading (Planning Code Section 152), and Bike Parking and Bike Parking in City-Owned/Leased properties (Planning Code Section 155.2/155.3). Prior to the issuance of the first construction document for the Project, the property owner must enter into a regulatory agreement with the City pursuant to the provisions of Planning Code Section 206.6(f).
6. **Relocation Payments.** Where relocation benefits are required by state or local law, project sponsor shall comply with California Government Code Section 7260 *et seq.*, and if applicable, the amount of relocation payments to be provided shall be the applicable amount as published by the San

Francisco Residential Rent Stabilization and Arbitration Board. Current relocation payment requirements and amounts can be found on the Rent Board website: sfrb.org/forms-center.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org.

7. **Right of First Refusal and Right to Remain in Unit.** Where a right of first refusal to a comparable unit in the replacement project is required by State law, the project sponsor shall provide such right to occupants consistent with those requirements. (See California Government Code Section 66300.6(b)(4)(B)(ii)(II).) For 100% affordable housing projects, the project sponsor is required to provide right of first refusal to the existing occupant(s) of a protected unit or units if such occupant(s) qualify for residence in the new development, and for whom providing a comparable unit would not be precluded due to unit size limitations or other requirements of one or more funding source of the housing development.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org.

8. **Replacement Units:** As required by California Government Code section 66300.6, the existing tenant occupied unit will be replaced with a deed restricted affordable unit. The Project proposes a 100% affordable project, and all the units will be affordable to lower income households. Within the Regulatory Agreement required by Condition No. 9, the Project Sponsor shall record a restriction on the property records that the existing unit shall be replaced with a deed restricted unit affordable to households earning 50% AMI within the project, subject to the City and County of San Francisco Inclusionary Affordable Housing Program Monitoring and Procedures Manual ("Procedures Manual"). The Procedures Manual, as amended from time to time, is incorporated herein by reference, as published and adopted by the Planning Commission. Terms used in these conditions of approval and not otherwise defined shall have the meanings set forth in the Procedures Manual. A copy of the Procedures Manual can be obtained at the MOHCD at 1 South Van Ness Avenue or on the Planning Department or MOHCD websites, including on the internet at: <http://sf-planning.org/Modules/ShowDocument.aspx?documentid=4451>.
 - a. The replacement unit shall be rented to a household earning 50% AMI pursuant to California Government Code section 66300. The initial and subsequent rent level of such units shall be calculated according to the Procedures Manual. Limitations on (i) occupancy; (ii) lease changes; (iii) subleasing, and; are set forth in the Inclusionary Affordable Housing Program and the Procedures Manual.
 - b. MOHCD shall be responsible for overseeing and monitoring the marketing of affordable units. The Project Sponsor must contact MOHCD at least six months prior to the beginning of marketing for any unit in the building.
 - c. Prior to the issuance of the first construction permit by DBI for the Project, the Project Sponsor shall record a Notice of Special Restriction on the property that contains these conditions of approval and a reduced set of plans that identify the affordable units satisfying the requirements of this approval. The Project Sponsor shall promptly provide a copy of the recorded Notice of

Special Restriction to the Department and to MOHCD or its successor.

- d. If the Project fails to comply with any applicable requirements of Government Code section 66300, the Director of DBI shall deny any and all site or building permits or certificates of occupancy for the development project until the Planning Department notifies the Director of compliance. A Project's failure to comply with the requirements of the replacement provisions in Government Code section 66300 shall constitute cause for the City to record a lien against the development project and to pursue any and all available remedies at law, including penalties and interest, if applicable.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

City Provisions

9. **Inclusionary Affordable Housing Program.** As currently proposed, the Project is exempt from the Inclusionary Affordable Housing Program under Section 415.3(f) because it is a 100% affordable housing project in which rents are controlled or regulated by a government unit, agency or authority, excepting those unsubsidized and/or unassisted units which are insured by the United States Department of Housing and Urban Development.

In the event of foreclosure or for any other reason the Project no longer qualifies as a 100% affordable housing project meeting the requirements under Section 415.3(f), the Project shall comply with the inclusionary housing requirements set forth in Section 415 of the Code, or any successor provision, and the requirements of the then-applicable Inclusionary Affordable Housing Program Monitoring and Procedures Manual, as amended from time to time, published by MOHCD. To comply with Section 415 of the Planning Code, the owner shall execute a new notice of special restrictions or any amendment to this NSR, as well as any related regulatory agreement, in form and substance approved in writing by the Planning Department and MOHCD. This condition of approval shall constitute the written determination and notice of the inclusionary housing requirement pursuant to the procedures set forth in Code Section 415.

10. **Development Impact Fees.** The Project is subject to those Development Impact Fees applicable under the Planning Code, which are generally described in Exhibit D (please note that a waiver from TSF fees has been requested and is under review). Modifications to the project, including but not limited to increases or decreases to certain use sizes, or the introduction of new uses to the project following Planning Approval, may result in changes to these fees.

For information about compliance, contact the Case Planner, Planning Department at 628.652.7319, www.sfplanning.org

11. **Anti-Discriminatory Housing.** The Project shall adhere to the requirements of the Anti-Discriminatory Housing policy, pursuant to Administrative Code Section 1.61.

12. **First Source Hiring.** The Project shall adhere to the requirements of the First Source Hiring Construction and End-Use Employment Program approved by the First Source Hiring Administrator, pursuant to Section 83.4(m) of the Administrative Code. The Project Sponsor shall comply with the requirements of this Program regarding construction work and on-going employment required for the Project.
13. **Sidewalk Maintenance.** The Project Sponsor shall maintain the main entrance to the building and all sidewalks abutting the subject property in a clean and sanitary condition in compliance with the Department of Public Works Streets and Sidewalk Maintenance Standards.

For information about compliance, contact Bureau of Street Use and Mapping, Department of Public Works, 628.271.2000, www.sfpublicworks.org

14. **Relocation Payments.** Where relocation benefits are required by state or local law, project sponsor shall comply with California Government Code Section 7260 *et seq.*, and if applicable, the amount of relocation payments to be provided shall be the applicable amount as published by the San Francisco Residential Rent Stabilization and Arbitration Board. Current relocation payment requirements and amounts can be found on the Rent Board website: sfrb.org/forms-center.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org.

15. **Right of First Refusal and Right to Remain in Unit.** Where a right of first refusal to a comparable unit in the replacement project is required by State law, the project sponsor shall provide such right to occupants consistent with those requirements. (See California Government Code Section 66300.6(b)(4)(B)(ii)(II).) For 100% affordable housing projects, the project sponsor is required to provide right of first refusal to the existing occupant(s) of a protected unit or units if such occupant(s) qualify for residence in the new development, and for whom providing a comparable unit would not be precluded due to unit size limitations or other requirements of one or more funding source of the housing development.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org.

16. **Replacement Units:** As required by California Government Code section 66300.6, the existing tenant occupied unit will be replaced with a deed restricted affordable unit. The Project proposes a 100% affordable project, and all the units will be affordable to lower income households. Within the Regulatory Agreement required by Condition No. 9, the Project Sponsor shall record a restriction on the property records that the existing unit shall be replaced with a deed restricted unit affordable to households earning 50% AMI within the project, subject to the City and County of San Francisco Inclusionary Affordable Housing Program Monitoring and Procedures Manual ("Procedures Manual"). The Procedures Manual, as amended from time to time, is incorporated herein by reference, as published and adopted by the Planning Commission. Terms used in these conditions of approval and not otherwise defined shall have the meanings set forth in the Procedures Manual. A copy of the

Procedures Manual can be obtained at the MOHCD at 1 South Van Ness Avenue or on the Planning Department or MOHCD websites, including on the internet at: <http://sf-planning.org/Modules/ShowDocument.aspx?documentid=4451>.

- e. The replacement unit shall be rented to a household earning 50% AMI pursuant to California Government Code section 66300. The initial and subsequent rent level of such units shall be calculated according to the Procedures Manual. Limitations on (i) occupancy; (ii) lease changes; (iii) subleasing, and; are set forth in the Inclusionary Affordable Housing Program and the Procedures Manual.
- f. MOHCD shall be responsible for overseeing and monitoring the marketing of affordable units. The Project Sponsor must contact MOHCD at least six months prior to the beginning of marketing for any unit in the building.
- g. Prior to the issuance of the first construction permit by DBI for the Project, the Project Sponsor shall record a Notice of Special Restriction on the property that contains these conditions of approval and a reduced set of plans that identify the affordable units satisfying the requirements of this approval. The Project Sponsor shall promptly provide a copy of the recorded Notice of Special Restriction to the Department and to MOHCD or its successor.
- h. If the Project fails to comply with any applicable requirements of Government Code section 66300, the Director of DBI shall deny any and all site or building permits or certificates of occupancy for the development project until the Planning Department notifies the Director of compliance. A Project's failure to comply with the requirements of the replacement provisions in Government Code section 66300 shall constitute cause for the City to record a lien against the development project and to pursue any and all available remedies at law, including penalties and interest, if applicable.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

Entertainment Commission – Noise Attenuation Conditions

17. **Chapter 116 Residential Projects.** The Project Sponsor shall comply with the “Recommended Noise Attenuation Conditions for Chapter 116 Residential Projects,” which were recommended by the Entertainment Commission on August 25, 2015. These conditions state:

- i. **Community Outreach.** Project Sponsor shall include in its community outreach process any businesses located within 300 feet of the proposed project that operate between the hours of 9PM-5AM. Notice shall be made in person, written or electronic form.
- ii. **Sound Study.** Project sponsor shall conduct an acoustical sound study, which shall include sound readings taken when performances are taking place at the proximate Places of Entertainment, as well as when patrons arrive and leave these locations at

closing time. Readings should be taken at locations that most accurately capture sound from the Place of Entertainment to best of their ability. Any recommendation(s) in the sound study regarding window glaze ratings and soundproofing materials including but not limited to walls, doors, roofing, etc. shall be given highest consideration by the project sponsor when designing and building the project.

iii. Design Considerations.

- 1.** During design phase, project sponsor shall consider the entrance and egress location and paths of travel at the Place(s) of Entertainment in designing the location of (a) any entrance/egress for the residential building and (b) any parking garage in the building.
- 2.** In designing doors, windows, and other openings for the residential building, project sponsor should consider the POE's operations and noise during all hours of the day and night.

iv. Construction Impacts. Project sponsor shall communicate with adjacent or nearby Place(s) of Entertainment as to the construction schedule, daytime and nighttime, and consider how this schedule and any storage of construction materials may impact the POE operations.

v. Communication. Project Sponsor shall make a cell phone number available to Place(s) of Entertainment management during all phases of development through construction. In addition, a line of communication should be created to ongoing building management throughout the occupation phase and beyond.

EXHIBIT B

NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE

RECORDING REQUESTED BY	
And When Recorded Mail To:	
Name:	
Address:	
City:	
State:	ZIP:

(Space Above This Line For Recorder's Use)

I, (We) _____, the owner(s) of that certain real property situated in the City and County of San Francisco, State of California more particularly on attached sheet marked "Exhibit A,

BEING ASSESSOR'S BLOCK: 0161, LOT(S): 014, 015

COMMONLY KNOWN AS: 758 and 772 Pacific Avenue

hereby give notice that there are special restrictions on the use of said property under Part II, Chapter II of the San Francisco Municipal Code (Planning Code).

Said restrictions consist of conditions attached to the Planning Approval Letter dated January 24, 2025 by the Planning Department and are conditions that had to be so attached in order that said application could be approved under the Planning Code (Planning Case No. 2024-004990PRJ). The plans filed with the present application indicate that the project at 758 and 772 Pacific Avenue proposes to demolish the existing structures and replace with a 15-story, 155' tall senior housing project constituting 175 dwelling units that will be used for 100% affordable senior housing totaling 130,531 square feet of residential use and 13,872 square feet of commercial use ("The Project"). The Project is located within the Chinatown-Residential-Neighborhood Commercial Zoning District (CRNC), Group Housing Special Use District, Priority Geographies Special Use District and the 65-N Height and Bulk District.

Recordation of Conditions of Approval

Prior to the issuance of the site permit or building permit or commencement of use for the Project the Zoning Administrator shall approve and order the recordation of a Notice in the Official Records of the Recorder of the City and County of San Francisco for the subject property. This Notice shall state that the project is subject to the conditions of approval contained herein and reviewed and approved by the Planning Department on January 24, 2025 under Planning Case No. 2024-004990PRJ.

NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE

Severability

The Project shall comply with all applicable City codes and requirements. If any clause, sentence, section, or any part of these conditions of approval is for any reason held to be invalid, such invalidity shall not affect or impair other remaining clauses, sentences, or sections of these conditions. This decision conveys no right to construct, or to receive a building permit. "Project Sponsor" shall include any subsequent owner or responsible party.

CONDITIONS OF APPROVAL, COMPLIANCE, MONITORING, AND REPORTING

State Law Provisions

1. **Expiration.** Pursuant to California Government Code Sections 65912.114(l) and 65913.4(g), the authorization and right vested by virtue of this action does not expire, as the Project includes public investment in affordability, and more than 50% of units are restricted by a land use restriction or covenant as affordable to households earning below 80% of the AMI for no less than fifty-five years if rented and forty-five years if owned.
2. **Prevailing Wages.** If the Project is not in its entirety a public work, as defined in Government Code Section 65912.130(b), all construction workers employed in the execution of the development must be paid at least the general prevailing rate of per diem wages for the type of work and geographic area, and the standards set forth in Government Code Section 65912.130(b) shall be met during the construction of the project.
3. **Additional Labor Standards.** The Project includes at least 50 units. Therefore, the development of the Project shall meet all of the labor standards set forth in Government Code Section 65912.131, including, but not limited to apprenticeships and health care expenditures.
4. **Affordable Housing.** The Project was approved in accordance with the provisions of California Government Code Section 65912.114. 100% of the units within the project, excluding managers' units, shall be dedicated to lower income households at an affordable cost, as defined by Section 50052.5 of the Health and Safety Code, or an affordable rent set in an amount consistent with the rent limits established by the California Tax Credit Allocation Committee. The units shall be subject to a recorded deed restriction for a period of 55 years for rental units and 45 years for owner-occupied units.
5. **Regulatory Agreement.** The Project was approved ministerially in accordance with the provisions of California Government Code Section 65912.114, since 100% of the units in the project are restricted to lower income households for no less than fifty-five years if rented and forty-five years if owned. In addition, the Project was approved in accordance with the provisions of California Government Code Section 65915 ("State Density Bonus Law"). The Project is eligible for decontrolled density, up to four incentives and concessions, and unlimited waivers from development standards. The Department has granted

NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE

incentives/concessions from the development standards for non-residential use size limits in Chinatown Zoning Districts (Planning Code Section 121.4), Floor to Area ratio limits (Planning Code Section 124), and Permitted Obstructions (Planning Code Section 136) and waivers for the development standards for Sun Access for sidewalks in Chinatown (Planning Code Section 132.3), Site Coverage in Chinatown (Planning Code Section 134.1), Open Space (Planning Code Section 135), Rear Yard (Planning Code Section 134), Off-Street Loading (Planning Code Section 152), and Bike Parking and Bike Parking in City-Owned/Leased properties (Planning Code Section 155.2/155.3). Prior to the issuance of the first construction document for the Project, the property owner must enter into a regulatory agreement with the City pursuant to the provisions of Planning Code Section 206.6(f).

6. **Relocation Payments.** Where relocation benefits are required by state or local law, project sponsor shall comply with California Government Code Section 7260 *et seq.*, and if applicable, the amount of relocation payments to be provided shall be the applicable amount as published by the San Francisco Residential Rent Stabilization and Arbitration Board. Current relocation payment requirements and amounts can be found on the Rent Board website: sfrb.org/forms-center.
7. **Right of First Refusal and Right to Remain in Unit.** Where a right of first refusal to a comparable unit in the replacement project is required by State law, the project sponsor shall provide such right to occupants consistent with those requirements. (See California Government Code Section 66300.6(b)(4)(B)(ii)(II).) For 100% affordable housing projects, the project sponsor is required to provide right of first refusal to the existing occupant(s) of a protected unit or units if such occupant(s) qualify for residence in the new development, and for whom providing a comparable unit would not be precluded due to unit size limitations or other requirements of one or more funding source of the housing development.
8. **Replacement Units:** As required by California Government Code section 66300.6, the existing tenant occupied unit will be replaced with a deed restricted affordable unit. The Project proposes a 100% affordable project, and all the units will be affordable to lower income households. Within the Regulatory Agreement required by Condition No. 9, the Project Sponsor shall record a restriction on the property records that the existing unit shall be replaced with a deed restricted unit affordable to households earning 50% AMI within the project, subject to the City and County of San Francisco Inclusionary Affordable Housing Program Monitoring and Procedures Manual ("Procedures Manual"). The Procedures Manual, as amended from time to time, is incorporated herein by reference, as published and adopted by the Planning Commission. Terms used in these conditions of approval and not otherwise defined shall have the meanings set forth in the Procedures Manual. A copy of the Procedures Manual can be obtained at the MOHCD at 1 South Van Ness Avenue or on the Planning Department or MOHCD websites, including on the internet at: <http://sf-planning.org/Modules/ShowDocument.aspx?documentid=4451>.
 - a. The replacement unit shall be rented to a household earning 50% AMI pursuant to California Government Code section 66300. The initial and subsequent rent level of such

NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE

units shall be calculated according to the Procedures Manual. Limitations on (i) occupancy; (ii) lease changes; (iii) subleasing, and; are set forth in the Inclusionary Affordable Housing Program and the Procedures Manual.

- b. MOHCD shall be responsible for overseeing and monitoring the marketing of affordable units. The Project Sponsor must contact MOHCD at least six months prior to the beginning of marketing for any unit in the building.
- c. Prior to the issuance of the first construction permit by DBI for the Project, the Project Sponsor shall record a Notice of Special Restriction on the property that contains these conditions of approval and a reduced set of plans that identify the affordable units satisfying the requirements of this approval. The Project Sponsor shall promptly provide a copy of the recorded Notice of Special Restriction to the Department and to MOHCD or its successor.
- d. If the Project fails to comply with any applicable requirements of Government Code section 66300, the Director of DBI shall deny any and all site or building permits or certificates of occupancy for the development project until the Planning Department notifies the Director of compliance. A Project's failure to comply with the requirements of the replacement provisions in Government Code section 66300 shall constitute cause for the City to record a lien against the development project and to pursue any and all available remedies at law, including penalties and interest, if applicable.

City Provisions

9. **Inclusionary Affordable Housing Program.** As currently proposed, the Project is exempt from the Inclusionary Affordable Housing Program under Section 415.3(f) because it is a 100% affordable housing project in which rents are controlled or regulated by a government unit, agency or authority, excepting those unsubsidized and/or unassisted units which are insured by the United States Department of Housing and Urban Development.

In the event of foreclosure or for any other reason the Project no longer qualifies as a 100% affordable housing project meeting the requirements under Section 415.3(f), the Project shall comply with the inclusionary housing requirements set forth in Section 415 of the Code, or any successor provision, and the requirements of the then-applicable Inclusionary Affordable Housing Program Monitoring and Procedures Manual, as amended from time to time, published by MOHCD. To comply with Section 415 of the Planning Code, the owner shall execute a new notice of special restrictions or any amendment to this NSR, as well as any related regulatory agreement, in form and substance approved in writing by the Planning Department and MOHCD. This condition of approval shall constitute the written determination and notice of the inclusionary housing requirement pursuant to the procedures set forth in Code Section 415.

10. **Development Impact Fees.** The Project is subject to those Development Impact Fees applicable under the Planning Code, which are generally described in Exhibit D (please note

NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE

that a waiver from TSF fees has been requested and is under review). Modifications to the project, including but not limited to increases or decreases to certain use sizes, or the introduction of new uses to the project following Planning Approval, may result in changes to these fees.

11. **Anti-Discriminatory Housing.** The Project shall adhere to the requirements of the Anti-Discriminatory Housing policy, pursuant to Administrative Code Section 1.61.
12. **First Source Hiring.** The Project shall adhere to the requirements of the First Source Hiring Construction and End-Use Employment Program approved by the First Source Hiring Administrator, pursuant to Section 83.4(m) of the Administrative Code. The Project Sponsor shall comply with the requirements of this Program regarding construction work and on-going employment required for the Project.
13. **Sidewalk Maintenance.** The Project Sponsor shall maintain the main entrance to the building and all sidewalks abutting the subject property in a clean and sanitary condition in compliance with the Department of Public Works Streets and Sidewalk Maintenance Standards.
14. **Relocation Payments.** Where relocation benefits are required by state or local law, project sponsor shall comply with California Government Code Section 7260 *et seq.*, and if applicable, the amount of relocation payments to be provided shall be the applicable amount as published by the San Francisco Residential Rent Stabilization and Arbitration Board. Current relocation payment requirements and amounts can be found on the Rent Board website: sfrb.org/forms-center.
15. **Right of First Refusal and Right to Remain in Unit.** Where a right of first refusal to a comparable unit in the replacement project is required by State law, the project sponsor shall provide such right to occupants consistent with those requirements. (See California Government Code Section 66300.6(b)(4)(B)(ii)(II).) For 100% affordable housing projects, the project sponsor is required to provide right of first refusal to the existing occupant(s) of a protected unit or units if such occupant(s) qualify for residence in the new development, and for whom providing a comparable unit would not be precluded due to unit size limitations or other requirements of one or more funding source of the housing development.
16. **Replacement Units:** As required by California Government Code section 66300.6, the existing tenant occupied unit will be replaced with a deed restricted affordable unit. The Project proposes a 100% affordable project, and all the units will be affordable to lower income households. Within the Regulatory Agreement required by Condition No. 9, the Project Sponsor shall record a restriction on the property records that the existing unit shall be replaced with a deed restricted unit affordable to households earning 50% AMI within the project, subject to the City and County of San Francisco Inclusionary Affordable Housing Program Monitoring and Procedures Manual ("Procedures Manual"). The Procedures Manual, as amended from time to time, is incorporated herein by reference, as published and adopted

NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE

by the Planning Commission. Terms used in these conditions of approval and not otherwise defined shall have the meanings set forth in the Procedures Manual. A copy of the Procedures Manual can be obtained at the MOHCD at 1 South Van Ness Avenue or on the Planning Department or MOHCD websites, including on the internet at: <http://sf-planning.org/Modules/ShowDocument.aspx?documentid=4451>.

- e. The replacement unit shall be rented to a household earning 50% AMI pursuant to California Government Code section 66300. The initial and subsequent rent level of such units shall be calculated according to the Procedures Manual. Limitations on (i) occupancy; (ii) lease changes; (iii) subleasing, and; are set forth in the Inclusionary Affordable Housing Program and the Procedures Manual.
- f. MOHCD shall be responsible for overseeing and monitoring the marketing of affordable units. The Project Sponsor must contact MOHCD at least six months prior to the beginning of marketing for any unit in the building.
- g. Prior to the issuance of the first construction permit by DBI for the Project, the Project Sponsor shall record a Notice of Special Restriction on the property that contains these conditions of approval and a reduced set of plans that identify the affordable units satisfying the requirements of this approval. The Project Sponsor shall promptly provide a copy of the recorded Notice of Special Restriction to the Department and to MOHCD or its successor.
- h. If the Project fails to comply with any applicable requirements of Government Code section 66300, the Director of DBI shall deny any and all site or building permits or certificates of occupancy for the development project until the Planning Department notifies the Director of compliance. A Project's failure to comply with the requirements of the replacement provisions in Government Code section 66300 shall constitute cause for the City to record a lien against the development project and to pursue any and all available remedies at law, including penalties and interest, if applicable.

Entertainment Commission – Noise Attenuation Provisions

17. **Chapter 116 Residential Projects.** The Project Sponsor shall comply with the “Recommended Noise Attenuation Conditions for Chapter 116 Residential Projects,” which were recommended by the Entertainment Commission on August 25, 2015. These conditions state:

- i. **Community Outreach.** Project Sponsor shall include in its community outreach process any businesses located within 300 feet of the proposed project that operate between the hours of 9PM-5AM. Notice shall be made in

NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE

person, written or electronic form.

- ii. Sound Study. Project sponsor shall conduct an acoustical sound study, which shall include sound readings taken when performances are taking place at the proximate Places of Entertainment, as well as when patrons arrive and leave these locations at closing time. Readings should be taken at locations that most accurately capture sound from the Place of Entertainment to best of their ability. Any recommendation(s) in the sound study regarding window glaze ratings and soundproofing materials including but not limited to walls, doors, roofing, etc. shall be given highest consideration by the project sponsor when designing and building the project.
- iii. Design Considerations.
 - 1. During design phase, project sponsor shall consider the entrance and egress location and paths of travel at the Place(s) of Entertainment in designing the location of (a) any entrance/egress for the residential building and (b) any parking garage in the building.
 - 2. In designing doors, windows, and other openings for the residential building, project sponsor should consider the POE's operations and noise during all hours of the day and night.
- iv. Construction Impacts. Project sponsor shall communicate with adjacent or nearby Place(s) of Entertainment as to the construction schedule, daytime and nighttime, and consider how this schedule and any storage of construction materials may impact the POE operations.
- v. Communication. Project Sponsor shall make a cell phone number available to Place(s) of Entertainment management during all phases of development through construction. In addition, a line of communication should be created to ongoing building management throughout the occupation phase and beyond.

For information about compliance, contact Jonathan Vimr, at 628-652-7319 or Jonathan.Vimr@sfgov.org

NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE

The use of said property contrary to these special restrictions shall constitute a violation of the Planning Code, and no release, modification or elimination of these restrictions shall be valid unless notice thereof is recorded on the Land Records by the Zoning Administrator of the City and County of San Francisco; except that in the event that the zoning standards above are modified so as to be less restrictive and the uses therein restricted are thereby permitted and in conformity with the provisions of the Planning Code. This document would no longer be in effect and would be null and void.

(Signature)

(Printed Name)

(Legal Name of Ownership Entity, if applicable)

Dated: _____, **20** at _____, **California.**
(Month, Day) (City)

(Signature)

(Printed Name)

(Legal Name of Ownership Entity, if applicable)

Dated: _____, **20** at _____, **California.**
(Month, Day) (City)

(Signature)

(Printed Name)

(Legal Name of Ownership Entity, if applicable)

Dated: _____, **20** at _____, **California.**
(Month, Day) (City)

Each signature must be acknowledged by a notary public before recordation; add Notary Public Certification(s) and Official Notarial Seal(s).

NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE

EXHIBIT A Legal Description of Property

758 Pacific Avenue: Beginning at a point on the northerly line of Pacific Avenue, distant thereon 137 feet and 6 inches easterly from the easterly line of Stockton Street; running thence easterly along said line of Pacific Avenue 20 feet to a point distant thereon 42 feet westerly from the westerly line of Pelton Place; thence at a right angle northerly 97 feet and 6 inches; thence at a right angle westerly 20 feet; thence at a right angle southerly 97 feet and 6 inches to the point of beginning. Being a portion of 50 Vara Block No. 110. Assessor's Lot: 014; Block 0161.

772 Pacific Avenue: Commencing at a point on the northerly line of Pacific Avenue, distant thereon 68 feet easterly from the easterly line of Stockton Street; running thence easterly and along said line of Pacific Avenue 69 feet and 5 ½ inches; thence at a right angle northerly 117 feet and 6 inches; thence at a right angle westerly 15 feet and 8 ½ inches; thence at a right angle northerly 20 feet; thence at a right angle westerly 53 feet; thence at a right angle southerly 28 feet and 9 inches; thence at a right angle westerly 9 inches; thence at a right angle southerly 108 feet and 9 inches to the point of commencement. Being part of 50 Vara Lot No. 89. Assessor's Lot: 015; Block 0161.

EXHIBIT C



1230 STOCKTON ST.

1-3 STARK ST.

1224-26 STOCKTON ST.

1220-22 STOCKTON ST.

1216-18 STOCKTON ST.

1208-14 STOCKTON ST.

1200-06 STOCKTON ST.

SUBJECT PROPERTY
772-758 PACIFIC AVE.

750-754
PACIFIC AVE.

155'
TOP OF ROOF SLAB

15TH FLOOR ROOF DECK BELOW

53'-0"

28'-9"

0'-9"

15'-8 1/2"

20'-0"

20'-0"

20'-0 1/2"

108'-9"

97'-6"

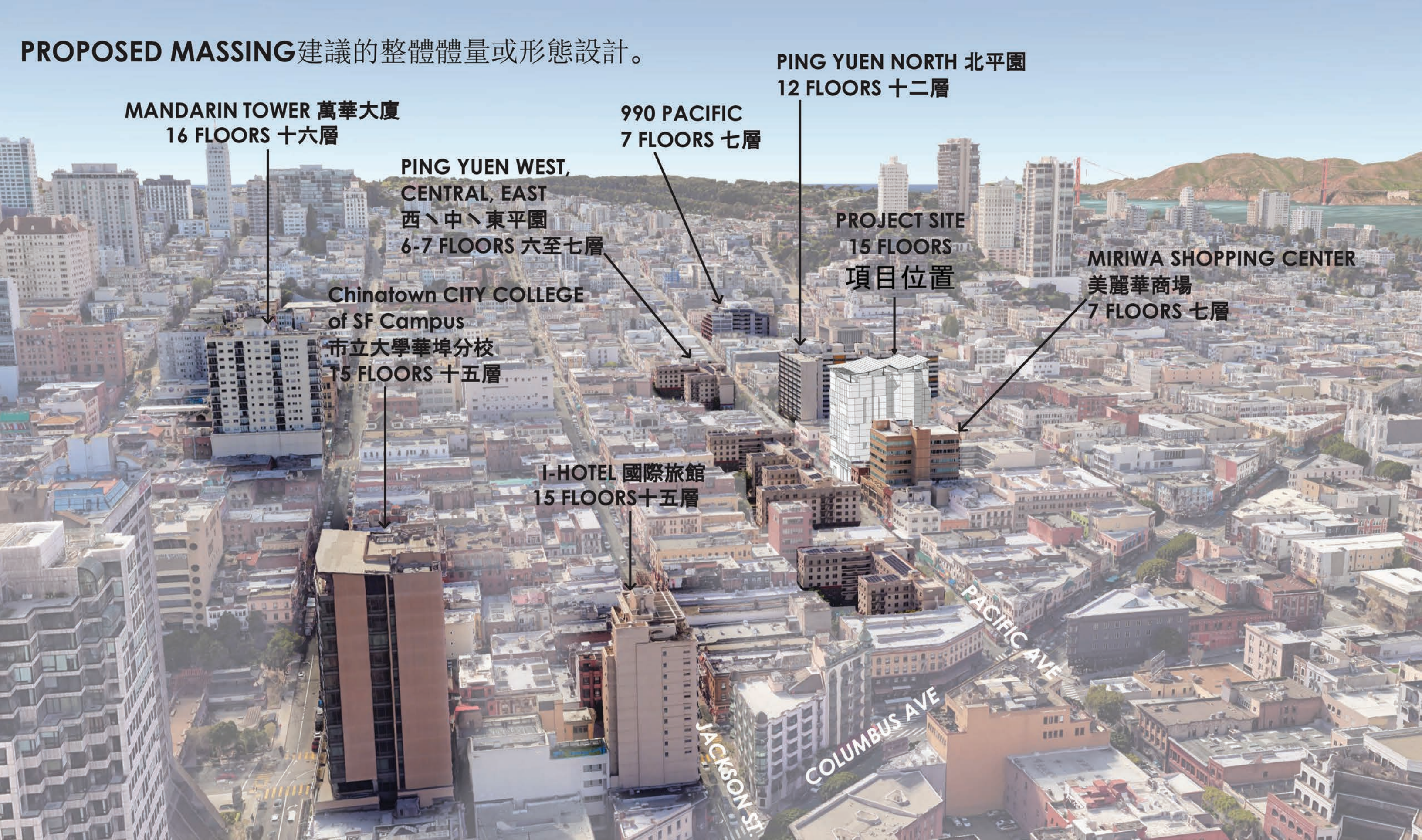
89'-6"

PACIFIC AVE.

NEW ASIA SENIOR HOUSING - SITE PLAN



PROPOSED MASSING 建議的整體體量或形態設計。



MANDARIN TOWER 萬華大廈
16 FLOORS 十六層

PING YUEN WEST, CENTRAL, EAST
西、中、東平園
6-7 FLOORS 六至七層

990 PACIFIC
7 FLOORS 七層

PING YUEN NORTH 北平園
12 FLOORS 十二層

PROJECT SITE
15 FLOORS
項目位置

MIRIWA SHOPPING CENTER
美麗華商場
7 FLOORS 七層

Chinatown CITY COLLEGE of SF Campus
市立大學華埠分校
15 FLOORS 十五層

I-HOTEL 國際旅館
15 FLOORS 十五層

NEW ASIA SENIOR HOUSING - PROPOSED MASSING - AERIAL VIEW



EXHIBIT D



PRELIMINARY PLANNING DEVELOPMENT IMPACT FEE STATEMENT

1/24/2025

Project Address: **758 and 772 Pacific Avenue**
Assessor's Block/Lot: **0161 / 014-015**
Zoning District: **CHINATOWN- RESIDENTIAL- NEIGHBORHOOD COMMERCIAL (CRNC) / 65-N**
Planning Record Number: **2024-004990PRJ**
Staff Contact: Jonathan Vimr, Senior Planner, Jonathan.Vimr@sfgov.org, 628-652-7319

Project Description

The project proposes to demolish the existing one-story commercial building (previously D.B.A. New Asia and currently operating as a Chinese grocery store under a Temporary Use Authorization) at 772 Pacific Ave as well as a two-story building containing a ground floor retail space and one dwelling unit above, and construct a 15-story, 155' tall senior housing project constituting 175 dwelling units that will be used for 100% affordable senior housing. There will also be a banquet hall in the basement, ground floor, and mezzanine level. The 758 and 772 Pacific Avenue parcels will be combined, with the City and County of San Francisco purchasing the 758 Pacific parcel from the Chinatown Community Development Corporation (CCDC) for the lot merger, and then leasing the combined site to CCDC.

Development Impact Fees

The Project Application for the above address has been reviewed by the Planning Department. This Preliminary Development Impact Fee Statement indicates the applicable development impact fees in the Planning Code and an estimate of the fee total, calculated using the 2024 Development Impact Fee Register. It does not include impact fees assessed by other City permitting agencies. Modifications to the project, including but not limited to increases or decreases to certain use sizes, or the introduction of new uses to the project following Planning Approval, may result in changes to these fees. The [San Francisco Citywide Development Impact Fee Register](#) is adjusted yearly and becomes effective at the beginning of the year on January 1.

At least one of the required impact fees noted below is eligible for the Temporary Fee Reduction Program as described in [Planning Code Section 403](#). The fees shown below are reflective of rates that are in effect at time of the Final Approval, as defined in Planning Code Section 401; they do not factor in any eligible fee reductions as those will be calculated by the Department of Building Inspection's Fee Collection Unit at a later date.

OFFICE OF THE MAYOR
SAN FRANCISCO



DANIEL LURIE
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Dexter Darmali, Legislative & Ethics Secretary
RE: 758 Pacific Avenue and 772 Pacific Avenue - 100% Affordable Housing - Acquisition of Real Property for \$2,178,786 - Amended Loan Agreement Not to Exceed \$13,666,153 - Residential Ground Lease - Commercial Ground Lease
DATE: July 7, 2026

Resolution 1) approving and authorizing the Director of Property, on behalf of the San Francisco Mayor's Office of Housing and Community Development ("MOHCD"), to acquire real property located at 758 Pacific Avenue ("758 Pacific") from New Asia Housing, L.P. ("Residential Borrower") for \$2,178,786 under an Agreement of Purchase and Sale for Real Estate ("Purchase Agreement"); 2) placing 758 Pacific under the jurisdiction of MOHCD for use in constructing affordable housing; 3) approving and authorizing a Third Amendment to Loan Agreement with Residential Borrower in a total amount not to exceed \$13,666,153 ("Loan Agreement") to finance predevelopment costs associated with the Project; 4) approving and authorizing the Director of Property and the Director of MOHCD to enter into a Residential Ground Lease to lease a portion of 758 Pacific and 772 Pacific (together, the "Residential Property") to Residential Borrower for a term of 75 years and one 24-year option to extend and an annual base rent of \$100 plus an annual monitoring and administrative fee of \$15,000 ("Residential Ground Lease") in order to construct a 100% affordable, 175-unit multifamily rental housing development affordable to low-income senior households, including one manager's unit (the "Residential Project"); 5) approving and authorizing the Director of Property and the Director of MOHCD to enter into a Commercial Ground Lease with CCDC New Asia Commercial LLC to lease a portion of 772 Pacific (the "Commercial Property" and together with the Residential Property, the "Property") for a term of 75 years and one 24-year option to extend and an annual base rent of \$1 ("Commercial Ground Lease") in order to construct and operate certain commercial space for community-serving purposes on the Commercial Property (the "Commercial Project" and together with the Residential Project, the "Project"); 6) adopting findings declaring that the Property is "exempt surplus land" pursuant to the California Surplus Lands Act; 7) determining that the less than market rent payable under the Residential Ground Lease and the Commercial Ground Lease will serve a public purpose by providing affordable housing for low-income households in need and community-serving commercial space to the residents of the Project, in accordance with Section 23.30 of the Administrative Code; 8) adopting findings that the Project and proposed transactions are consistent with the General Plan, and the eight priority policies of Planning Code, Section 101.1; and 9) authorizing the Director of Property and/or the Director of MOHCD to make certain modifications to the Purchase Agreement, Loan Agreement, Residential Ground Lease, and Commercial Ground Lease, as defined herein, and take certain actions in furtherance of this Resolution, as defined herein.

Should you have any questions, please contact Adam Thongsavat at adam.thongsavat@sfgov.org

When the Planning Department determines that a project is subject to development impact fees established in the Planning Code, with the exception of the Inclusionary Housing Fee as set forth in Section 415 et seq., the assessment shall be based on the types of fees and the rates of those fees in effect at the time of Final Approval. After Final Approval, the City shall not impose subsequently established development impact fees or increase the rate of existing fees on the development project, including annual inflation adjustments pursuant to Planning Code Section 409, except as provided in Planning Code Section 402(e)(1)-(2).

For questions about eligibility for the City's "Fee Deferral Program" as provided by Section 107A.13.3 of the SF Building Code, please contact the Department of Building Inspection, DBICustomerService@sfgov.org, for more information.

Impact Fee and Planning Code Section		Fee Calculation and Applicability Triggers	Fee
411A	Transportation Sustainability Fee (TSF)*	Greater than 20 new dwelling units. Greater than 800 gsf addition or new construction of non-residential use. Existing use of the site constitutes 16,853 gsf of commercial and residential use. New construction of 175 dwelling units and 130,531 square feet of residential use and new construction of 13,872 square feet of non-residential use. New residential with the greater than 99-unit residential use at \$12.87 per square foot. New non-residential at \$26.56 per square foot.	\$2,048,373.29
414A	Child-Care for Residential	At least one net new residential unit or greater than 800 gross square feet (gsf), or additional group housing or residential care space. 175 new dwelling units and 130,531 gsf of residential use, with first 9 units at \$1.36 per square foot and the remaining 166 units at \$2.69 per square foot.	\$443.84
415	Inclusionary Affordable Housing Program	N/A	N/A as the project provides 100% affordable on-site housing. See Section 415.3(f)(4) for more information

*Please note that the project sponsor has submitted a request for a TSF fee waiver as the project is a 100% affordable housing development. This request is currently undergoing review by the Zoning Administrator.



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 · Fax: 415.252.3112

Filing Information

Record Number	Status	
SFEC126F00015 37	BOS Legislative Clerk Acceptance	
SFEC126f Form Type	File Number (BOS)	
126f4 BOS	260793	
Type of Filing		
Original		

Contractor Information

Contractor Name	Contractor Email	
New Asia Housing L.P.	bo.han@chinato wncdc.org	
Contractor Phone #	International Address?	
(415) 984- 1450	No	
Contractor Address (US)	Contractor City and State	
615 Grant Avenue	San Francisco - CA	
Contractor Zip Code	Country	
94108	United States of America	

Contract Information	
Contract Amount	\$17,339,653.00
Description of Amount of Contract	Up to \$13,666,153 in Predevelopment Loans for 758 + 772 Pacific Avenue. Funding sources include (2019 General Obligation Bond for Affordable Housing, Housing Trust Fund, 722 Montgomery Donation, HOME Funds), Residential Ground Lease
Contract Description	Predevelopment Loan Agreement (up to \$13,666,153), Residential Ground Lease (\$15,100 per year for up to 99 years), and Purchase and Sale Agreement (\$2,1786,000,00), for 100% Affordable Senior housing and associated community-serving commercial space.

City Agency - Departmental Contact Information	
Departmental Contact	Omar Masry Departmental Contact Phone # +16286527393
Full Department Name	MYR - Mayor's Office

Contract Approval	
Mayoral Approval Not Required	false

Affiliates and subcontractors

Entity Type	First Name	Last Name	Entity or Sub/Contractor Name
CEO	Malcolm	Yeung	Chinatown Community Development Center
CFO	Hiu Yee (Cindy)	Louie	Chinatown Community Development Center
COO	Matthias	Mormino	Chinatown Community Development Center
Board of Directors	Tommy	Chan	Chinatown Community Development Center
Board of Directors	Claudine	Cheng	Chinatown Community Development Center
Board of Directors	Gregory	Chin	Chinatown Community Development Center
Board of Directors	Jane	Chin	Chinatown Community Development Center
Board of Directors	James	Fagler	Chinatown Community Development Center
Board of Directors	Donald	Falk	Chinatown Community Development Center
Board of Directors	Irene	Hilton	Chinatown Community Development Center
Board of Directors	Guy	Hollins	Chinatown Community Development Center
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Board of Directors	Olson	Lee	Chinatown Community Development Center
Board of Directors	Barbara	Lin	Chinatown Community Development Center
Board of Directors	John	Moon	Chinatown Community Development Center
Board of Directors	Anton	Qui	Chinatown Community Development Center
Board of Directors	Maggie	Shortes	Chinatown Community Development Center
Board of Directors	Rosa	Wong Chie Truong	Chinatown Community Development Center
Board of Directors	Dennis	Yee	Chinatown Community Development Center
Board of Directors	Fady	Zoubi	Chinatown Community Development Center



San Francisco Ethics Commission

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SFEC126F00015 38	BOS Legislative Clerk Acceptance	
SFEC126f Form Type	File Number (BOS)	
126f4 BOS	260793	
Type of Filing		
Original		

Contractor Information

Contractor Name	Contractor Email	
CCDC New Asia Commercial LLC	bo.han@chinato wncdc.org	
Contractor Phone #	International Address?	
(415) 984- 1450	No	
Contractor Address (US)	Contractor City and State	
615 Grant Avenue	San Francisco - CA	
Contractor Zip Code	Country	
94108	United States of America	

Contract Information	
Contract Amount	\$99.00
Description of Amount of Contract	Commercial Ground Lease Agreement for \$1 per year for 75 year term (plus option to extend 24 years)
Contract Description	Commercial Ground Lease Agreement for community-serving commecial space at ground floor, mezzanine, and basement of 758+772 Pacific 100% Affordable Senior Housing.

City Agency - Departmental Contact Information	
Departmental Contact	Departmental Contact Phone
Omar Masry	# +16286527393
Full Department Name	Agency Contact Email
MYR - Mayor's Office	omar.masry@sfgov.org

Contract Approval	
Mayoral Approval Not Required	false

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OFFICE OF THE MAYOR
SAN FRANCISCO



DANIEL LURIE
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Dexter Darmali, Legislative & Ethics Secretary
RE: 758 Pacific Avenue and 772 Pacific Avenue - 100% Affordable Housing - Acquisition of Real Property for \$2,178,786 - Amended Loan Agreement Not to Exceed \$13,666,153 - Residential Ground Lease - Commercial Ground Lease
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Should you have any questions, please contact Adam Thongsavat at adam.thongsavat@sfgov.org

**APPRAISAL REPORT
IMPROVED MIXED-USE PARCEL
758 PACIFIC AVENUE
SAN FRANCISCO, CALIFORNIA 94133**



JAMES G. PALMER
APPRAISALS INC.

**APPRAISAL REPORT
COMMERCIAL PROPERTY
758 PACIFIC AVENUE
SAN FRANCISCO, CALIFORNIA 94133**

**PREPARED FOR
CHINATOWN COMMUNITY DEVELOPMENT CENTER
1515 VALLEJO STREET – 4TH FLOOR
SAN FRANCISCO, CALIFORNIA 94109**

**PREPARED BY
GREGG J. PALMER, MAI
JAMES G. PALMER APPRAISALS, INC.**

**EFFECTIVE DATE OF VALUE
MAY 6, 2026
EFFECTIVE DATE OF APPRAISAL
JUNE 15, 2026**

June 15, 2026

Ms. Bo Han – Senior Project Manager
Chinatown Community Development Center
1515 Vallejo Street
San Francisco, CA 94109

Re: Market Valuation
Commercial Building
758 Pacific Avenue
San Francisco, California 94133

Dear Ms. Han:

At your request and authorization, James G. Palmer Appraisals Inc. has developed and prepared an appraisal report on the above-mentioned real property, more particularly described in the enclosed document.

The appraisal report has been prepared to comply with the requirements of:

- Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1987 (FIRREA).
- The Uniform Standards of Professional Appraisal Practice (USPAP) promulgated by the Appraisal Standards Board of the Appraisal Foundation.
- The Federal Deposit Insurance Corporation (FDIC) appraisal standards, which include compliance with USPAP.
- The Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The 2024 edition of USPAP states that under Standards Rules 2-2, 8-2 and 10-2, each written real property appraisal report must be prepared under one of the following two formats: Appraisal Report [Standards Rules 2-2(a), 8-2(a) and 10.2(a)] or Restricted Use Appraisal Report [Standards Rules 2-2(b), 8-2(b) and 10-2(b)]. In the case of this report, the appraisal is being communicated in an **Appraisal Report (2-2(a))** format.

The property consists of a mixed-use commercial and residential property located in the Chinatown neighborhood of the City of San Francisco. The purpose of the appraisal was to arrive at an opinion of the market value of the fee simple estate of the property, the value to be used to demonstrate the current market value of the property. The effective date of valuation is as of May 6, 2026. In the appraisal, a single value will be concluded. The value reported herein is not subject to the hypothetical conditions.

The following value is subject to the value definitions and limiting conditions as set forth in this report. The value is subject to hypothetical conditions as outlined in the report.

In the opinion of the undersigned, the value of the real property as of the date of value is as follows:

OPINIONS OF VALUE

HYPOTHETICAL AS VACANT

\$2,150,000.00

The undersigned hereby certify that they have no present or future intended interest in the property, and that neither the fee nor employment for this assignment was contingent upon the value reported herein and that there exists no identity of interest with the development partner(s), project sponsor, intended partner(s) or general contractor. It is also the opinion of the undersigned that the subject has no significant natural, cultural, recreational or historic value. This letter must remain attached to the report in order for the value opinion set forth to be considered valid.

This appraisal is only valid for the purpose for which it is intended. It is invalid for third-party use outside of the intended users or to establish a sales price for limited partners or syndication. Unless prior arrangements have been made with the appraiser, the right to photocopy all or part of this appraisal is strictly prohibited.

Thank you for this opportunity of serving you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gregg J. Palmer', written over a horizontal line.

Gregg J. Palmer, MAI
Certified General Real Estate Appraiser
California License AG002880
Expiration: April 24, 2028

GP: 10263C

Executive Summary

PROPERTY DESCRIPTION

Property Name	Prospective Development Parcel
Address	758 Pacific Avenue
City, State, Zip	San Francisco, California 94133
County	San Francisco
MSA	San Francisco – Oakland – San Jose
Property Type	Potential Development City

Site Description

Site Area	1,950 SF
Road Frontage (LF)	20' – NS Pacific Avenue
Orientation	Interior
Shape	Rectangular
Zoning	CRNC
Description	Chinatown Residential Neighborhood Commercial
Flood Zone	Zone X – FEMA #0602980116A

Improvement Description

Building Area	3,582 SF
Year Built	1926
Quality	Average Good
Condition	Average
Market Class	"C"
Construction Type	"C"

Real Estate Tax Data

Assessor Parcel Number(s)	0161-014
Total Assessed Value	\$805,696.00
Real Estate Taxes	\$10,336.52

MARKET BOUNDARIES

North	Chinatown
South	Chinatown
East	Chinatown
West	Chinatown

HIGHEST & BEST USE

Land as Vacant	Residential
Property as Improved	Residential

PROPERTY VALUATION

Valuation Type	Current
Sales Comparison Approach	\$2,150,000
Cost Approach	Not Included
Income Capitalization Approach	Not Included
Final Value Opinion	\$2,150,000

APPRAISAL DATES

Inspection Date	May 6, 2026
Report Date	June 15, 2026
Date of Valuation	May 6, 2026
Exposure Time	<6 Months

APPRAISAL REPORT

I. **Purpose of Appraisal:**

The purpose of the appraisal is outlined in the covering letter. The definition of "market value" is:

Market Value:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:"

- a. buyer and seller are typically motivated;
- b. both parties are well informed or well advised, and each acting in what he considers his own best interest;
- c. a reasonable time is allowed for exposure in the open market;
- d. payment is made in terms of cash in US dollars or in terms of financial arrangements comparable thereto; and
- e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale." **(Federal Deposit Insurance Corporation (FDIC) Final Rules 12 CFR § 323.2)**

II. **Property Right Appraised:**

The property right is the fee simple estate. The definitions are follows:

Fee Simple Estate:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation,

eminent domain, police power, and escheat." (The Dictionary of Real Estate Appraisal, Seventh Edition, pub. 2022)

III. Function of Appraisal:

The appraisal assignment is to provide a market valuation of an improved commercial property located in San Francisco, California. The clients include Chinatown Community Development Center. The intended user(s) include Chinatown Community Development Center, CDLAC, TCAC and The City of San Francisco. The intended use is to assist the client(s) in demonstrating the current market value of the property on an as-is basis.

IV. Extraordinary Assumptions:

In the preparation of the report, various documents were used as obtained from the client, property owner and public records. The records used include but are not limited to site and building plans, legal descriptions, site sizes, assessment records, leases and building areas. While every effort is made to assure the accuracy of these documents, no guarantee is made as to their accuracy or correctness. It is assumed that these documents are accurate, true and correct as they are considered in the preparation of the report.

V. Hypothetical Conditions:

The value reported herein is not subject to hypothetical conditions.

VI. Scope of Appraisal:

The scope of this report may include some or all of the following:

- 1) A physical inspection of the property.
- 2) Interviews with persons considered knowledgeable as to real estate values in the area.
- 3) Inquiry into and documentation of current data.

- 4) Analysis of the data obtained and correlation of the findings into final value estimates.

The data contained in this report was obtained from a variety of sources, is considered reliable, and has been utilized to document the valuation conclusions.

The appraisal assignment is to provide a market valuation of a mixed use commercial and residential property located along Pacific Avenue in the Chinatown neighborhood in San Francisco. The site contains 1,950 SF and is improved with a 2-story mixed-use commercial and residential building. The purpose of this appraisal is to provide an opinion of the current market value of the property as it is improved.

In valuing the project, all three traditional approaches to value will be considered. These include the Sales Comparison, Cost, and Income Capitalization Approaches. In this instance, only the sales comparison approach is used.

In the Sales Comparison Approach, a value estimate will be provided through an analysis of similar properties that have been sold throughout similar areas. Several sales were found that were used in the analysis. Sales were obtained from a variety of sources including brokerage firms, Costar and county assessor records. When possible, the sales were verified with the buyer or seller or individual knowledgeable with the sale transaction. It was necessary to extend the search for sales outside of the immediate neighborhood.

Because of the assignment conditions, the cost and income capitalization approaches are unused. As such, the sales comparison approach is considered the most appropriate method of valuation at the present time.

In summary, the appraisal assignment is to provide a market valuation of a mixed-use commercial and residential property located in the Chinatown neighborhood of San Francisco, California. The intended use is to assist the client in demonstrating the current market value of the property on an as-is basis. The client is the

Chinatown Community Development Center and the intended users include Chinatown Community Development Center, CDLAC, TCAC and The City of San Francisco and or their assignees. The following sections of this report will outline and describe in detail the area, site, building improvements, and methods of valuation used to provide an opinion of value of the property.

VII. Addresses:

758 Pacific Avenue, San Francisco California 94133

VIII. Assessor Parcel Numbers:

0161-014 (San Francisco County Assessor)

IX. Legal Description:

The property is identified as follows: Beginning at a point on the Northerly line of Pacific Avenue, distant there on 137 feet and 6 inches easterly from the easterly line of Stockton Street; running thence easterly along said line of Pacific Avenue 20 feet to a point distant there on 42 feet westerly from the Westerly line of Pelton place; at a right angle northerly 97 feet and 6 inches; vents at a right angle, Westerly 20 feet; vents at a right angle, Southerly 97 feet and 6 inches to the point of beginning. Being a portion of 50 Vara Block No. 110.

X. Ownership:

County Assessor records show title to be vested in the name(s) of the following:
Chinatown Community Development Center

XI. Map Designations:

Census Tract:	108.00
Flood Hazard Area:	Zone X – FEMA #0602980116A

XII. Property History:

The property consists of a 2-story mixed use commercial and residential building having ground level commercial with a second story residential unit. The commercial unit is occupied by a restaurant. Both units are occupied by the same individual. The site contains 1,950 SF and is zoned for mixed uses. According to public records, the building contains 3,582 SF and was constructed in 1926.

The property transferred on August 8, 2023 for \$2,000,000. The seller was Arey K Mew and the buyer Chinatown Community Development Center. This was reportedly an arms-length transaction and included a short-term leaseback. The buyer intends to demise the building improvements and redevelop the property along with adjoining property to affordable housing.

More recently the property transferred from Chinatown Community Development Center to New Asia Housing, LP on August 8, 2023. This was a transfer to a partnership between related parties. No money was involved. This is not an arms-length transfer of the property.

There are no known listings, offers or pending escrows or sales of the property.

XIII. Assessed Value:

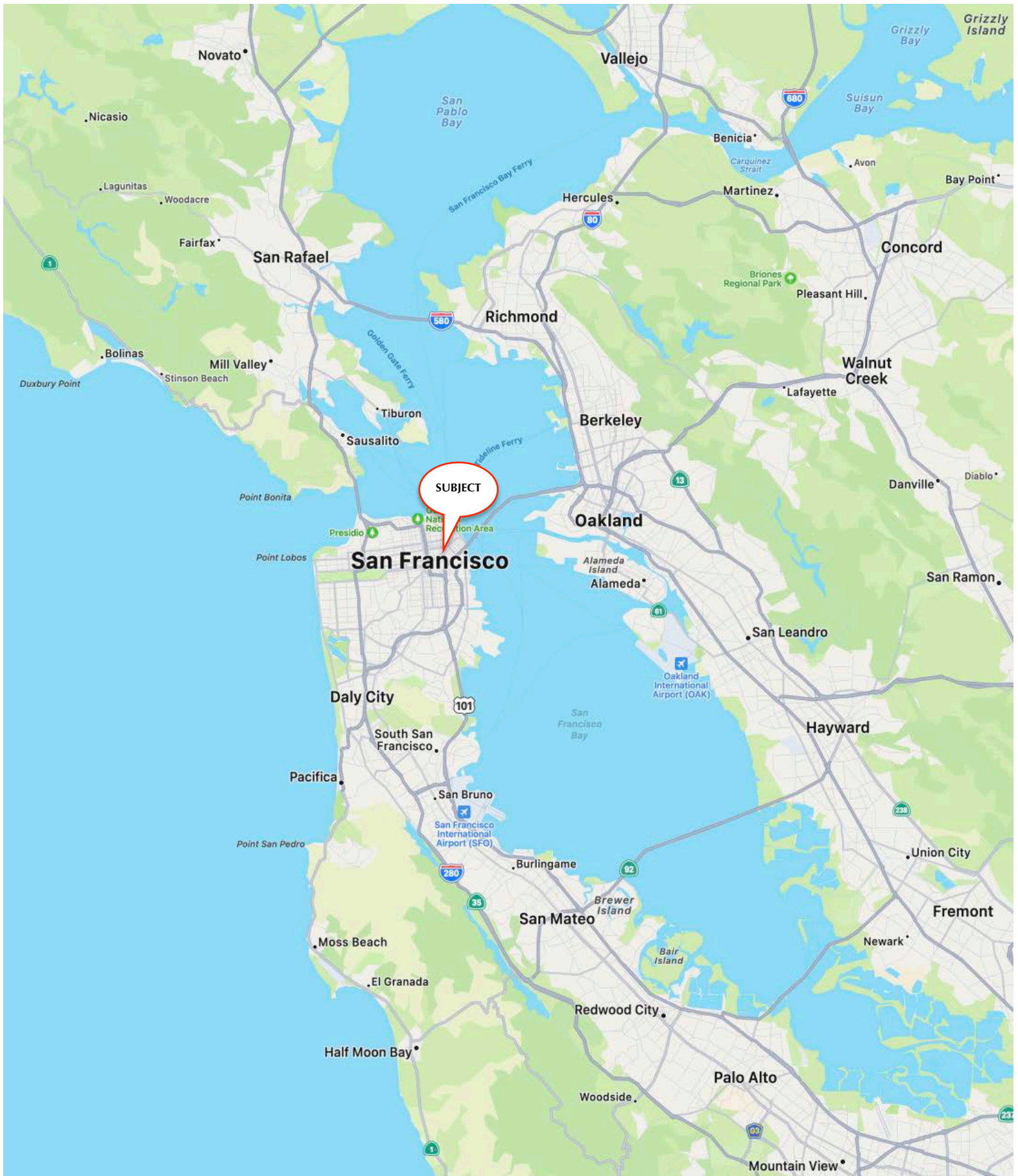
In 1978, California voters passed Proposition 13, which was also known as the Jarvis-Gann Initiative. This proposition was predominantly designed to decrease the tax burden on individual property owners and to restrict the increase in property value assessments to a maximum of 2% per year. Beginning in 1981/82, all real property in the State of California was assessed at its full cash value. Full cash value is equal to the market value as determined by the appraisal staff of the County Assessor's office. Under Proposition 13, all assessments were rolled back to their 1975/76 levels and this became the new tax basis. Re-assessment is only allowed when a property is sold or substantially changed or modified. The predominant tax rate is based upon 1% of the assessed value, plus any local county, city, or special district bonds. The annual property taxes are calculated by applying the tax rate for the area to the total assessed value of the property, including land, improvements,

and personal property items.

Proposition 13 was initially designed to protect elderly property owners who are on fixed incomes and assure them that their property would not be assessed at a rate which exceeded the ability to pay taxes. The following is a breakdown of the assessments for the property.

APN	Total	Improvements	Land	RE Taxes
0161-014	\$805,696.00	\$382,079.00	\$423,617.00	\$10,336.52

This type of unique tax system has caused a couple of interesting phenomenon in the California real estate market. In the first instance, since assessments are only allowed to increase by a maximum of 2% per year, actual market appreciation often exceeds the increase in the assessed value. When a property transfer does occur, it is reassessed and, therefore, a tremendous increase in property taxes typically occurs. This situation also leads to a second interesting phenomenon. Due to the fact that a full cash value assessment can only occur after a transfer of ownership, taxes can vary greatly from property-to-property in the same neighborhood and on similar property types. Thus, when appraising property in the State of California, it is important to be sensitive to the Proposition 13 restrictions and re-analyze the taxes assuming that a transfer of the property was to occur.



REGIONAL MAP

XIV. Regional Description:

The primary purpose in analyzing the region is to convey an understanding of the primary forces that influence value. This analysis is particularly useful in providing a background for the various value influences on the subject property, as well as forecasting possible future trends in property value and use. In general, the four factors that influence value can be summarized into four categories:

- ❖ **Environmental Forces**
- ❖ **Social Forces**
- ❖ **Economic Forces**
- ❖ **Government Forces**

Environment forces or “physical factors” are the natural and man-made features which affect the subject property and the surrounding area that it is located.

Social forces primarily influence property values through various population characteristics. It is very important to analyze an area’s population with respect to growth and decline, standards and requirements, as well as moral factors.

Economic forces tend to affect property values based upon the overall financial strength and viability of the region where the subject is located. When considering environmental forces, factors such as supply and demand, employment, expansion and economic base are considered.

Government forces can also have a great impact on property values through development policies, political climates, public services, and various other laws and restrictions.

It is important to analyze each of these four forces, as well as their associated characteristics, in order that a determination may be made as to specific impacts or influences on property values.

San Francisco Bay Area

The San Francisco Bay Area consists of the nine counties including San Francisco, San Mateo, Santa Clara, Alameda, Contra Costa, Solano, Napa, Sonoma, and Marin, situated on the perimeter of San Francisco Bay and San Pablo Bay. San Francisco is in the geographical and cultural center of the region. It is surrounded by Marin, Napa, Sonoma and Solano Counties to the north; Alameda and Contra Costa Counties to the east; and San Mateo and Santa Clara Counties to the south. The large land area and highly diversified physical features of the Bay Area support a wide range of land uses. Land uses range from large agricultural areas to major urban centers, and environments range from mountain to marine.

The large land area and highly diversified physical features of the Bay Area compose one of the most varied environments in the United States, and support a wide range of land uses and living environments. The dominant influence of the area's climate is the San Francisco Bay, which moderates the temperatures in the coastal areas, while inland climates that are further removed from the Bay's influence experience a wide range of temperatures. Rainfall averages 25 inches per year and generally falls from August through March. January is the coldest month and the average daily high temperature is 55 degrees Fahrenheit; the average daily low temperature is 45 degrees Fahrenheit. September, one of the warmest months, averages a daily high of 68 degrees Fahrenheit.

The fault zones that lace the region exert the most powerful geographical influence. In 1989, the Loma Prieta earthquake caused heavy damage along the Bay Area Peninsula as well as the East Bay. This earthquake was the most serious one to occur since 1906. Most infrastructures damaged by the earthquake have been repaired. Other physical damage, including collapsed and unsafe buildings, has generally also been repaired. Despite the physical damage caused by the earthquake, the economy of the region suffered no significant long-term damage.

Population

The mild climate of the Bay Area has played an important role in development, and contributes to a desirable living environment. The estimated population of

the nine counties that make up the Bay Area is presented in the following table.

Population Projections by County Nine County Bay Area Region							
County	2010	2015	2020	2025	2030	2040	2010-2040 % Change
Alameda	1,515,230	1,625,780	1,711,460	1,776,495	1,868,635	2,092,370	29.4%
Contra Costa	1,051,830	1,093,170	1,128,660	1,198,715	1,257,790	1,387,295	31.9%
Marin	252,920	262,420	265,875	269,250	274,530	282,670	11.8%
Napa	135,880	136,885	141,240	146,130	151,445	158,050	16.3%
San Francisco	809,145	907,305	959,405	999,750	1,034,175	1,169,485	34.1%
San Mateo	721,195	757,895	796,925	816,460	853,260	916,590	21.7%
Santa Clara	1,789,150	1,909,680	1,986,340	2,098,685	2,217,750	2,538,320	41.9%
Solano	414,585	414,465	428,305	449,890	470,495	510,660	23.2%
Sonoma	484,490	483,885	502,015	528,820	561,360	597,505	23.3%
Region	7,176,435	7,593,500	7,922,245	8,286,220	8,691,470	9,654,985	34.5%
Source: ABAG, Projections							

During the 1960s and 1970s, the regional population grew at an average annualized rate of 1.9%. During the 1980s, the population grew by approximately 1.4% per year. Population growth during the period from 2000 through 2010 was approximately 0.9% annually. The slowing in the rate of population growth reflects the diminishing supply of available land and the high cost of housing in the area. The highest rates of growth are projected in Contra Costa, Solano and Santa Clara counties. Santa Clara County is the Bay Area Center for the technology industry. While population growth is expected to be substantial, it has still occurred at a rate that is far slower than the growth in Southern California or many other portions of the state. The Bay Area has some of the highest housing costs in the nation. When the comparison is made between household incomes and housing costs, the Bay Area remains one of the least affordable areas in the nation.

Economic Overview

The San Francisco MSA, which encompasses the Counties of San Francisco, San Mateo, and Marin, is the nation's fourth largest metropolitan area. Historically, San Francisco has been the financial and business center of the western United States.

Beginning in late-1994 and early 1995, the strengthening high technology and computer related industries located in the southern Bay Area began to lead the state out of its deep recession. In the second half of the 1990s, the local economy was driven by the growth in technology, particularly Internet, software, and other

computer related technology ventures. The technological advances during the mid to late-1990s, coupled with a strong stock market and nearly limitless availability of capital provided an environment for surging employment growth, real estate values, and overall prosperity in the region.

The explosion of the so-called dot.com industry, funded primarily from venture capital, fueled an economic boom in Bay Area in the late 1990's and early 2000 of unprecedented proportion. As a result, every aspect of the real estate market experienced huge gains. Commercial and industrial vacancy rates became almost nonexistent while lease rates doubled in some instances during this period. While sale prices never matched the increase in rents, there was significant appreciation of commercial and industrial property sales prices. Apartment availability also became extremely tight with rents climbing 30% to 40%. Home prices surged as well; appreciation was approximately 25% to 35% in this short time period. During this time a new market phenomenon also sprung out of the disparity between demand and supply of homes. Realtors began the practice of listing prices slightly below their market values to entice bidding wars. It thus became the accepted market practice to bid over the listing price, often substantially above the listing price.

In March 2001 the tech-heavy NASDAQ declined due to concerns of over-inflated stock prices as negative reports about company profitability and news about declining demand for computer related goods and services surfaced. The Dow Jones quickly followed and entire stock market, including non-tech blue-chip stocks, also tumbled. This trend continued further into 2001. As a result of the stock market tumble, both the national and local economies contracted. The stock market tumble was compounded by the September 11, 2001, terrorist attacks on the World Trade Center and the Pentagon. The risk of air piracy, attacks on large landmarks, bio-terrorism and other threats to public safety has raised the level of uncertainty in the markets. It has also severely affected the travel and tourism business, which rely heavily on air travel.

Technology based companies were particularly affected by the stock market decline. The Bay Area, which is generally regarded as top-heavy in the

technology sector, suffered considerably. Many of the newer and more financially sensitive companies went out of business, while the larger and more established companies, such as Cisco Systems, Hewlett-Packard and Oracle had significant layoffs in attempt to weather the storm. Unemployment rates have been on a declining trend since 2016. Recent information regarding national and local economic recoveries indicates that a recovery started to take place in 2004, and continued through 2006 and into 2007.

During 2007, the economic boom that had been experienced nationwide began to slow and by 2008, it became apparent that another economic downturn was well underway. During the latter part of 2008 and well into 2009, the stock market had declined in value by 50% and the housing industry had declined substantially. Real estate markets across all sectors were impacted. The area began to recover in 2011/12 and has continued to expand since that time. The market is considered strong and vibrant at the present time. However, with the recent pandemic and the high cost of housing, the outlook is unknown. In the short term, it is expected that the rate of increase will decline into the near foreseeable future.

Between 2012 and the present, San Francisco's economy experienced significant growth and transformation. The period saw the continued dominance of the technology sector, with companies like Google, Facebook, and Twitter expanding their presence in the city, driving job creation and attracting talent from around the world. The boom in tech also fueled a surge in real estate prices and rental rates, leading to concerns about affordability and gentrification. This economic growth was accompanied by a rise in income inequality, as high-paying tech jobs contrasted starkly with low-wage service positions.

San Francisco's tourism industry flourished during this time, benefiting from iconic landmarks like the Golden Gate Bridge and Alcatraz Island, as well as the city's vibrant cultural scene. However, the city grappled with challenges such as homelessness, transportation congestion, and housing shortages, exacerbating social tensions and prompting debates about the city's future.

The COVID-19 pandemic brought unprecedented challenges, disrupting industries like tourism and hospitality while accelerating trends like remote work and e-commerce. The tech sector remained resilient, but the pandemic laid bare existing disparities and highlighted the need for inclusive economic policies and investments in infrastructure and public health.

Overall, San Francisco's economy has been marked by rapid growth, technological innovation, and socioeconomic challenges that continue to shape the city's trajectory.

Employment

Employment grew in all sectors during the economic boom experienced between 2004 and 2007. By 2008, employment began to decline in the area as with the rest of the State and Country. Employment began to improve in 2012 and has continued to strengthen with unemployment rates at historical lows. The following table summarizes historical and projected job data for the region.

EMPLOYMENT projections BY INDUSTRY Nine County Bay Area Region							
Industry	2010	2015	2020	2025	2030	2040	210-2040 % Change
Ag./Natural Resources	22,800	24,990	24,865	24,740	24,620	24,380	6.9%
Construction	165,115	214,970	223,660	234,985	253,405	283,260	71.6%
Manuf. /Wholesale	428,550	423,600	1820,295	420,630	417,655	413,115	-3.6%
Retail	325,645	356,555	364,515	372,655	380,975	398,175	22.3%
Transp. and Utilities	97,135	100,875	102,025	101,545	103,370	110,430	13.7%
Information	117,545	167,695	164,360	163,800	165,255	164,965	40.3%
Financial and Leasing	194,285	246,565	253,580	248,760	243,165	234,545	20.7%
Prof. & Manag. Serv.	623,120	892,265	920,790	962,260	1,005,650	1,093,435	75.5%
Health & Educ. Serv.	512,405	590,035	647,695	702,615	758,840	887,890	73.2%
Arts, Rec., Other Serv.	485,720	522,985	530,455	544,530	561,365	591,820	21.8%
Government	450,520	469,690	482,970	491,245	490,830	471,315	4.6%
Total (all industries)	3,424,850	4,012,240	4,138,230	4,269,790	4,407,160	4,675,370	36.5%
Source: ABAG – Projections 2040							

Between 2000 and 2005, employment decreased due to the slowdown in the economy. Between 2010 and 2030 employment is projected to increase by 36.5%. However, with the recent pandemic, employment projections are likely overstated and will probably experience slower than projected growth rates and possibly even a contraction of growth in some industries.

Spending, Income and Inflation

Income: The following table summarizes mean household incomes for the Bay

Area counties.

BAY AREA MEAN HOUSEHOLD INCOME (IN CONSTANT 2000 DOLLARS)							
County	2005	2010	2015	2020	2025	2030	2005-2030 % Change
Alameda	88,800	91,200	96,300	101,600	107,200	113,100	27.3%
Contra Costa	98,400	102,000	107,500	113,500	119,700	126,200	28.2%
Marin	121,600	127,200	134,100	141,600	148,900	157,700	29.7%
Napa	85,900	89,500	94,500	99,800	105,300	111,100	29.3%
San Francisco	97,400	102,200	107,900	113,800	120,100	126,700	30.1%
San Mateo	121,700	123,300	130,200	137,300	144,800	152,700	25.5%
Santa Clara	97,900	108,700	114,600	120,900	127,600	134,600	37.4%
Solano	84,400	85,600	90,100	94,600	99,300	104,300	23.6%
Sonoma	82,600	84,300	89,000	93,900	99,100	104,600	26.6%
Bay Area	97,300	102,000	107,600	113,600	119,800	126,400	29.9%
Source: ABAG, Projections							

The region's mean household income in 2000 was \$92,500. In 2005 the estimated mean household income was \$89,100. There was a decline between 2000 and 2005 due to the slowdown in the economy. Mean household income for the region is projected to grow to \$126,400 by 2030.

Real Estate

Residential: Housing costs in the Bay Area are among the highest in the nation. The following table presents new and existing median home price trends in the nine-Bay Area Counties since 2022 in 2026.

NEW & EXISTING MEDIAN HOME PRICES – SAN FRANCISCO BAY AREA						
County	Jan 2022	Jan 2023	Jan 2024	Jan 2025	Jan 2026	% Change 2022 – 2026
Alameda	\$1,250,000	\$1,200,000	\$1,220,000	\$1,230,000	\$1,250,000	0%
Contra Costa	\$850,000	\$820,000	\$835,000	\$845,000	\$860,000	1%
Marin	\$1,600,000	\$1,550,000	\$1,580,000	\$1,600,000	\$1,625,000	2%
Napa	\$900,000	\$875,000	\$890,000	\$905,000	\$920,000	2%
San Francisco	\$1,700,000	\$1,550,000	\$1,650,000	\$1,750,000	\$1,800,000	6%
San Mateo	\$1,950,000	\$1,850,000	\$1,900,000	\$1,950,000	\$2,000,000	3%
Santa Clara	\$1,900,000	\$1,800,000	\$1,850,000	\$1,900,000	\$1,950,000	3%
Solano	\$550,000	\$525,000	\$550,000	\$565,000	\$580,000	5%
Sonoma	\$800,000	\$775,000	\$790,000	\$805,000	\$820,000	3%
Bay Area	\$1,277,777	\$1,216,111	\$1,251,666	\$1,283,333	\$1,311,666	3%
Source: Zillow						

As demonstrated by the above chart, home prices declined in all counties between 2022 and 2024 and began increasing again in 2024. The percentage change is reflective of the declines and increases and represent a net overall increase during the projection period. The Bay Area has struggled in recent years due to high costs of living and housing.

Governmental Forces

The Bay Area is comprised of nine separate counties. Each county has its own government, with incorporated cities within each county also having their own government. Between the city and county levels, interaction is limited. On a regional level, this concept is magnified, with limited inter-county planning. Local city and county governments within the region implement land use policies through the use of zoning laws and general plans. Support services, such as transportation, schools, health care, police, and fire protection are provided by local governments.

California's land use and growth controls are among the most stringent in the United States. These local land use controls include zoning, growth management systems, subdivision regulations, development fees and environmental restrictions. These policies raise the cost and reduce the volume of land development, especially in coastal metropolitan areas.

Education

Within the Bay Area there are over 80 public and private colleges and universities; among them are over 30 community colleges, four California State University campuses, and two University of California campuses.

Transportation

San Francisco has a highly diversified transportation system with excellent water, rail, trucking, and highway and air facilities. The Bay Area's transportation infrastructure includes 1,500 miles of highway, eight toll bridges, 17,000 miles of local streets, six public ports, five passenger ferries, and five commercial airports. Transportation in the Bay Area is diversified because of the trend toward decentralized work places. More and more people are commuting longer distances to work, putting a heavy burden on the region's transportation network.

Air transportation is available through a number of airports in the Bay Area. San Francisco International Airport, located in San Mateo County, is one of the most active commercial airports in the world and it is served by over 62 airlines. Furthermore, a \$2 billion-dollar airport expansion was completed which

expanded international travel capabilities. Additionally, Oakland International Airport in Alameda County, and Mineta San Jose International Airport in Santa Clara County offer facilities for international travel, air taxi, charter and cargo.

The Bay Area Rapid Transit system (BART), a high-speed rail system with over 75 miles of track, is a major commuter transportation system which links stations in Alameda, Contra Costa, San Mateo and San Francisco counties. BART has been extended to the San Francisco International Airport, which coincided with the aforementioned airport expansion. Caltrans operates commuter trains that travel from San Jose to San Francisco. There are freight rail lines in many Bay Area communities.

Historically, ongoing efforts to improve the roads and public transit systems in the Bay Area have lagged behind growth in the population. Traffic congestion, considered a major problem in the Bay Area, makes close in, conveniently accessed locations particularly desirable.

Cultural and Recreational Resources

San Francisco is the cultural center of the Bay Area. Cultural and entertainment activities include nationally renowned live theaters, art museums, local symphonies, operas, and dance companies. In addition, local theaters, symphonies and ballet companies are found in Oakland, San Jose and other communities. The area supports six major professional sports teams, as well as college-level athletic programs of the University of California at Berkeley, Stanford University, and other regional colleges and universities.

Conclusion

The nine-county San Francisco Bay Area is one of the nation's most vital economic regions. While San Francisco remains the center of the region, the surrounding counties have developed economic centers of their own. Future projections by ABAG indicate increased growth in population and employment, albeit at a slower rate. Growth in employment continues throughout the area with unemployment rates at historical lows.

Locational advantages, outstanding higher educational facilities, and a skilled labor force benefit the Bay Area. However, structural problems including affordable housing, transportation capacity, and water and sewer capacity, along with local slow growth initiatives, could impair the region's competitive position. Coupled with difficult economic conditions, these conditions could impact the region significantly. However, the economic base is well diversified, and should provide for moderate future growth in the Bay Area.

The Bay Area's economy has shifted towards service orientation. Agriculture, construction, and manufacturing have become less dominant while trade, finance, government, and business, professional and other services have grown in prominence. The one notable exception to this trend has been the high technology sector, particularly computer-related, and manufacturing.

The long-term future of California is uncertain due to current economic conditions and financial difficulties experienced by the State related to the COVID-19 pandemic. The short-term prognosis is stabilization and improvement. The projected outlook is continued improvement throughout 2021.

San Francisco

Geography

San Francisco County is located on the peninsula in the San Francisco Bay Area. San Francisco County is bordered by the San Francisco Bay to the east, Marin County to the north and San Mateo County to the south. San Francisco and San Mateo Counties are known colloquially as the peninsula.

San Francisco was founded on June 29, 1776 and was incorporated on April 16, 1850. It is the fourth most populous city in California and the only consolidated city-county in the State; a status it has held since 1856. It encompasses a total land area of 46.7 square miles and is the most densely populated city in the State and second most densely populated city in the country. The county is divided into eleven supervisor districts; with one supervisor elected from each district. The supervisors also act as the City Council.

The county is irregular in shape and bordered by the Pacific Ocean to the west and the San Francisco Bay on the east.

Population Trends

The Association of Bay Area Governments (ABAG) predicts that the population in San Francisco County will increase from 959,405 to 1,169,485 between 2020 and 2040 indicating an annual growth rate of 1.09%. ABAG further predicts that the number of households in San Francisco County will increase from 408,600 to 425,185 between 2020 and 2025, and to 437,505 by 2030. The following table demonstrates the changes in population and households since 2010.

SAN FRANCISCO COUNTY DEMOGRAPHICS						
	2010	2015	2020	2025	2030	2040
Population	809,145	907,305	959,405	999,750	1,034,175	1,169,485
Average Change	-	19,632	10,420	8,069	6,885	13,531
Households	345,810	388,515	408,600	425,185	437,505	483,695
Average Change	-	8,541	4,017	3,317	2,464	4,619
Persons/ Hshld	2.27	2.27	2.28	2.29	2.30	2.35

Economic Forces

The following table illustrates employment growth projections by sector for San Francisco County between 2005 and 2030.

EMPLOYMENT BY INDUSTRY SAN FRANCISCO COUNTY							
Industry	2010	2015	2020	2025	2030	2040	% Change
Ag./Natural Resources	505	650	640	640	630	625	23.7%
Construction	10,185	14,330	14,610	15,320	16,715	23,320	129.0%
Manuf. /Wholesale	19,985	20,720	19,355	18,665	17,435	14,715	-23.4%
Retail	42,565	48,640	50,985	52,755	53,685	56,485	32.7%
Transp. and Utilities	12,270	13,310	12,710	12,230	11,735	10,995	-10.4%
Information	16,290	24,575	23,620	23,690	24,400	27,015	65.8%
Financial & Leasing	55,540	84,190	90,515	91,970	90,710	86,375	55.5%
Prof. & Manag. Serv.	129,190	217,590	233,525	252,155	264,770	282,200	118.4%
Health & Educ. Serv.	90,305	106,395	119,350	131,900	137,795	148,715	64.7%
Arts, Rec., Other Serv.	97,895	107,765	109,005	111,435	108,745	104,750	7.0%
Government	102,780	110,375	111,520	112,955	113,750	118,655	15.4%
Total (all industries)	579,520	750,555	787,855	825,740	842,400	875,890	51.1%

As demonstrated above, it is expected that manufacturing and wholesale, construction and arts, recreation and other services will experience the greatest

growth while industries like agricultural and transportation and utilities will experience almost no growth due to the nature of the City and its fully built out condition.

Income

The following table presents mean household income statistics in 2005 dollars.

HOUSEHOLD INCOME PROJECTION						
	2005	2010	2015	2020	2025	2030
San Francisco Co.	\$97,400	\$102,200	\$107,900	\$113,800	\$120,100	\$126,700
Bay Area Region	\$97,300	\$102,000	\$107,600	\$113,600	\$119,800	\$126,400

Mean household income in San Francisco County is slightly higher than the average of the Bay Area region. The overall growth in the City is projected to mirror that of the overall area.

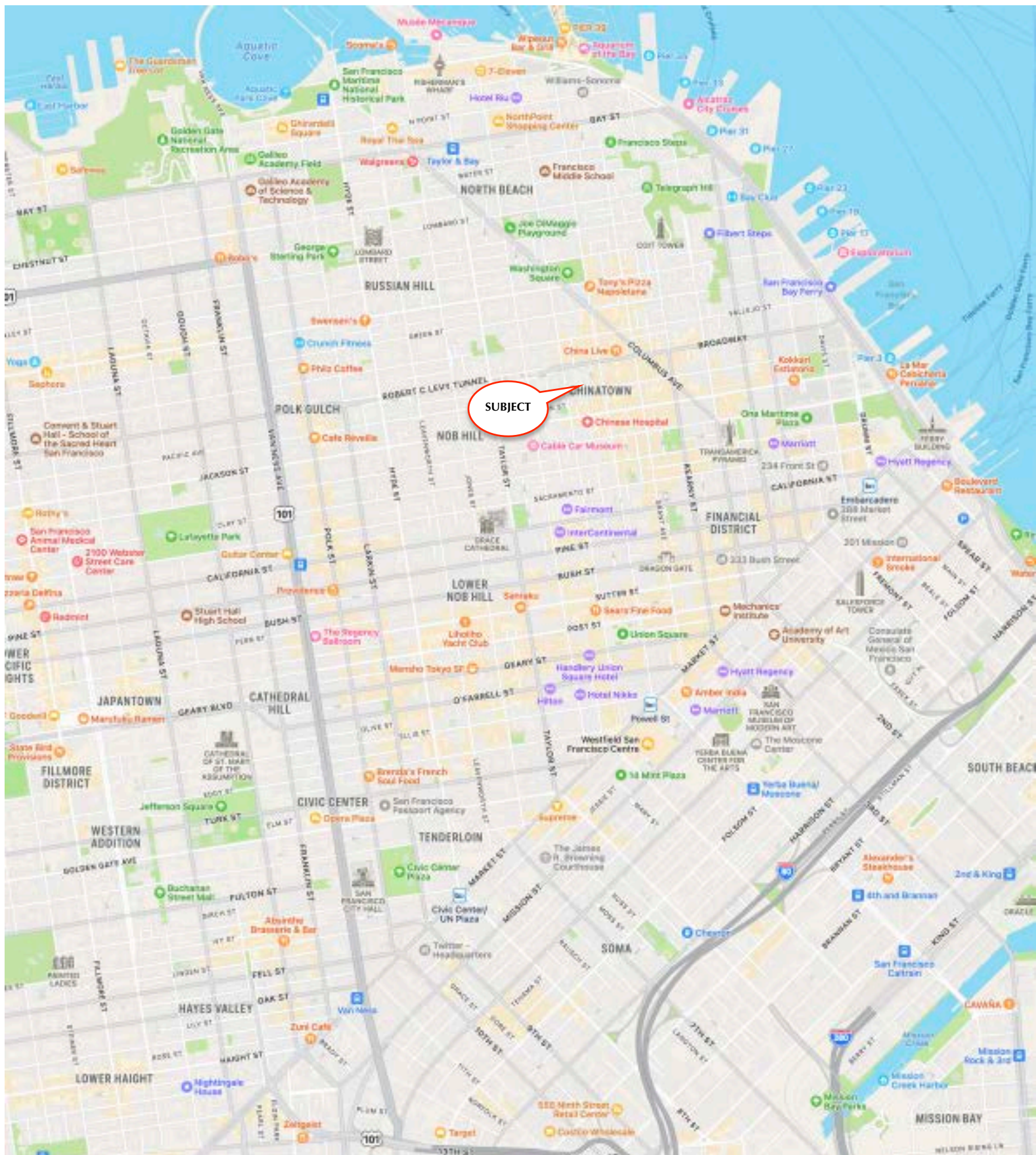
Real Estate

The average home price in San Francisco County, as of April of 2024, was \$1.30 M based on figures from Zillow. The April 2024 figure reflects a 1% decrease from the April 2023 figure of \$1.32 M, and significant decrease from the June 2022 figure of \$1.55M.

Transportation

Highways 1 and 101 provide freeway access into San Francisco from the south and continue north over the Golden Gate Bridge up into northern California along the Pacific Coast. Both freeways extend south through the Silicon Valley region through the South Bay and continue along the Pacific Coast to the Los Angeles basin. Interstate 80 is the major east/west freeway extending east from San Francisco over the Bay Bridge into Oakland and eventually ties into Highways 24, 580 and 880 in the East Bay. Interstate 580 provides freeway connection between the East Bay and Dublin, and intersects Interstate 680 at Pleasanton. The former connects Oakland to Tracy in San Joaquin County, serving the growing suburban areas and agricultural communities in the Central Valley. Commuter rail service is provided by the Bay Area Rapid Transit (BART) system and AC Transit provide bus service. San Francisco International Airport is

situated in South San Francisco; an approximate 20-minute drive from San Francisco's City center.



LOCATION MAP

XV. Neighborhood Description:

Chinatown is one of the oldest and most established urban districts in San Francisco and remains an important cultural, commercial, and tourism center within the city. Located immediately north of the Financial District and adjacent to Nob Hill and North Beach, the neighborhood benefits from a dense urban setting, strong pedestrian activity, and access to regional transportation infrastructure. The area is characterized by mixed-use development patterns that combine retail, restaurant, hospitality, residential, and small office uses within compact blocks and historically significant structures.

Economically, Chinatown continues to function as both a neighborhood-serving commercial corridor and a destination-oriented business district. Grant Avenue and Stockton Street contain a wide range of retail shops, markets, restaurants, specialty food stores, and service businesses that attract local residents as well as substantial visitor traffic throughout the year. Tourism remains a major economic driver due to the neighborhood's historic architecture, recognized landmarks, festivals, and proximity to downtown hotels and employment centers.

Development within Chinatown is influenced by limited land availability, historic preservation considerations, and strict urban planning controls. Much of the building stock consists of older mid-rise structures with ground-floor commercial uses and residential units above. Redevelopment opportunities are relatively constrained compared with other San Francisco neighborhoods, resulting in continued pressure on commercial and residential space. Public investment in transit improvements, pedestrian enhancements, and infrastructure modernization has supported ongoing economic activity while helping maintain connectivity with the broader downtown and waterfront areas.

PLAT MAP

ASSESSOR-RECORDER'S OFFICE

SHEET 1 **161**

50 VARA BLK. 110

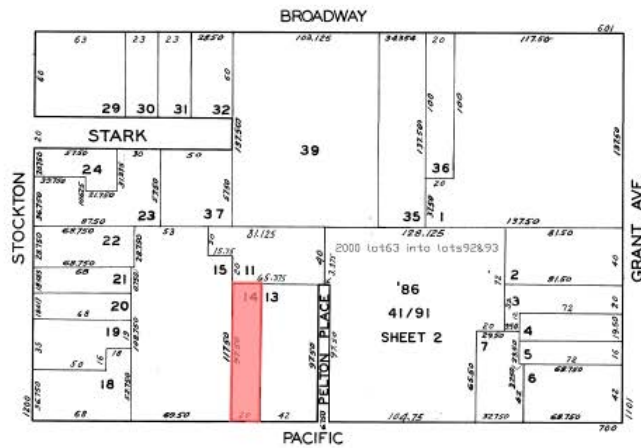
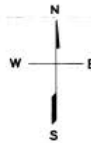
LOTS	MERGED
LOT 5	INTO LOT 8 '29
" 10A	" " 10 '21
" 12 & 12A	" " 11 '21
" 16	" " 15 '21
" 17	" " 15 "
" 25	" " 23 "
" 26	" " 23 "

REVISED	BY
3	154
"	80
"	86

Revised 2000

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CITY & COUNTY ASSESSOR 1995

lot 63 into lots 92 & 93 for 2000 roll



728 PACIFIC AVE.
A CONDOMINIUM
LOT UNIT % COMM. AREA

92	408	0.70
93	407	0.96

ASSESSED 110,030
BLK. TOTAL 110,030 SQ. FT.

XVI. Site Description:

The project is located in the City of San Francisco. As mentioned, the property consists of a mixed-use zoned parcel developed to a 2-story commercial/ residential building. The following is a discussion of the land included in the appraisal.

Location:

The project is situated within the Chinatown neighborhood in San Francisco. The site occupies a portion of a city block and is situated along the north side of Pacific Avenue and lies in between Stockton and Grant Avenues.

Size & Shape:

The property consists of a single rectangular shaped parcel of land. The total site area is 1,950 SF. Access to the property is frontage along Pacific Avenue. The property has approximately 20' of frontage along the north side of Pacific Avenue and a depth of approximately 98'.

Zoning:

The land is zoned CRNC, which is a Chinatown Residential Neighborhood Commercial District. The Chinatown Residential Neighborhood Commercial District extends along Stockton Street between Sacramento and Broadway and along Powell Street between Washington Street and Broadway. It is generally west and uphill from Grant Avenue and is close to the relatively intensely developed residential areas of lower Nob and Russian Hills. Stockton Street is a major transit corridor which serves as "Main Street" for the Chinatown neighborhood.

Because Stockton Street is intended to remain principally in its present character, the Stockton Street controls are designed to preserve neighborhood-serving uses and protect the residential livability of the area. The controls promote new residential development compatible with existing small-scale mixed-use character of the area. Consistent with the residential character of the area, commercial development is directed to the ground story. Daytime-oriented use is protected and tourist-related uses and financial services are limited.

Housing development in new and existing buildings is encouraged above the ground floor. Institutional uses are also encouraged. Existing residential units are protected by limits on demolition and conversion. Accessory Dwelling Units are permitted within the district pursuant to subsection 207(c)(4) of this Code.

There are a myriad of uses allowed under the zoning and development requirements vary based on the type of use developed. A copy of the zoning code pertaining to the zoning has been included in the addenda section. The reader is directed to consult the zoning code and city planning for requirements for specific uses.

Utilities:

Since the property is fully developed, all of the usual public and municipal utilities and services are available to the property. These services and providers include the following:

Service	Provider
Electricity	Pacific Gas & Electric (PG&E)
Natural Gas	Pacific Gas & Electric (PG&E)
Water	City of San Francisco
Sewer	City of San Francisco
Police & Fire	City of San Francisco
Waste Mgmt./ Recycling	Ecology
Telephone Service	AT&T, Comcast
Internet/ Broadband	AT&T, Comcast

Topography & Drainage:

The property is gently sloping and slightly above street grade. The site has been graded in such a way that water runs off into a natural drainage system and into the storm drainage for the community.

Soils Conditions:

A soils study was unavailable as of the date of appraisal. The soils are reportedly in the Urban Land classification with a Slope Grade of 8 and the

Urban Land. Soils within the area are considered to be suitable for building purposes.

Easements:

A title report was unavailable as of the date of the appraisal. It is assumed that no extraordinary easements exist that negatively impact the site.

Streets:

The development occupies a portion of a city block. The site fronts Pacific Avenue, which serves as the primary access to the property.

Access and Exposure:

Access and exposure are considered average. The development has an interior orientation and easily accessible for pedestrian traffic. There are no curb cuts allowing vehicular ingress and egress to the property.

Building Improvements:

The property is developed to a 2-story mixed use commercial residential building. It is an assignment condition that the land is valued based on the hypothetical condition that all improvements have been demised and removed from the property. No further discussion or analysis of the building improvements are included.

Offsite Improvements:

All offsite improvements have been installed including asphalt streets, concrete curbs and gutters.

Environmental Conditions:

Toxic or Hazardous Waste:

A hazardous waste study was unavailable at the date of appraisal. As of the date of appraisal, the appraisers have no knowledge of hazardous materials on the property and are not to be considered experts in this field. Any further inquiries as to hazardous waste on the property should be directed to knowledgeable and experienced

National Flood Hazard Layer FIRMette



122°24'47"W 37°48'3"N

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE)
Zone A, V, A99
- With BFE or Depth
Zone AE, AO, AH, VE, AR
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile
Zone X
- Future Conditions 1% Annual Chance Flood Hazard
Zone X
- Area with Reduced Flood Risk due to Levee. See Notes.
Zone X
- Area with Flood Risk due to Levee
Zone D

OTHER AREAS

- Area of Minimal Flood Hazard
Zone X
- Effective LOMR
- Area of Undetermined Flood Hazard
Zone D
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

GENERAL STRUCTURES

- Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

OTHER FEATURES

- Digital Data Available
- No Digital Data Available
- Unmapped

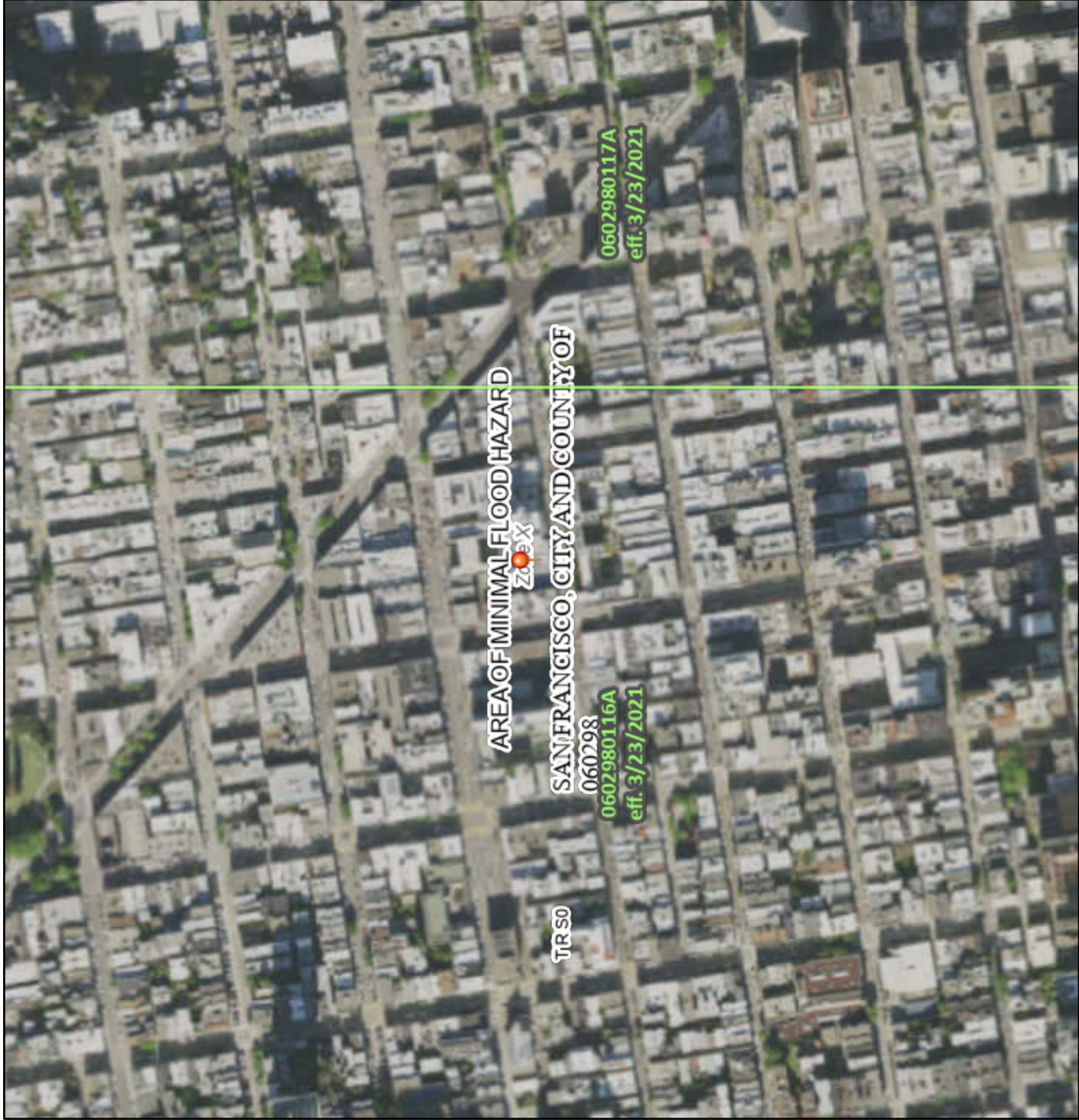


The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **5/31/2024 at 9:48 AM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



122°24'10"W 37°47'35"N



Basemap Imagery Source: USGS National Map 2023

individuals. If any such materials are discovered, it may have a negative affect on the overall value as reported herein.

Seismic Hazard:

The property is not within a special study zone as determined by the Alquist-Priolo Earthquake Fault Zoning Act. However, the entire San Francisco Bay Region is located within a seismic zone.

Flood Hazard:

The property is not located within a special flood hazard zone. The property is within Flood Zone X as per FEMA Panel #0602980116A, dated March 23, 2021.

Wetlands:

The properties are not within a designated wetlands area.

Summary:

In summary, the property consists of a single parcel of land developed to a 2-story mixed use commercial residential building. The site and development conform to the surrounding area and the site is similar in size, shape and zoning when compared to other comparable properties. No consideration is given to the value of the building improvements.

XVII. Improvements Description:

Building improvements consist of a 2-story mixed use commercial and residential building constructed on the site. The following is a discussion of the improvements built on the property:

Foundations/Flooring:

Building foundations and flooring consists of reinforced concrete or masonry perimeter foundations and wood or concrete floors. The buildings have ground-level slab floors between 4" to 6" thick.

Building Shell:

Exterior walls consist masonry construction. The building is two stories in height with stairways providing access to the floors above the ground level. The first floor has a glass marquee storefront with the upper floor having masonry walls with a bank of wood double hung windows. The total building area is 3,582 SF.

Roof:

The roof consists of a pre-engineered beam-and-truss system which is sheeted and covered with a built-up roof covering. The roofs covered with composition roofing material and hot mopped.

Interior Partitions & Finishes:

The interiors of the buildings have a variety of finishes. All floors are generally covered with wall-to-wall carpeting or resilient floor coverings such as sheet vinyl or laminate flooring and wood or rubber baseboards. All walls are textured and painted sheetrock over wood or steel studs and partitions. Lastly, ceilings consist of either textured and painted sheetrock or suspended acoustical tiles. The living areas have an 8' ceiling height.

Plumbing:

The first floor is utilized as a restaurant and has extensive plumbing. The second floor contains a residential unit and has plumbing fixtures common to such a use.

Electrical:

The electrical service is adequate for the buildings.

Parking:

There is no on site parking. All parking is offsite along the street.

HVAC/ Utilities:

All hot water is provided to the units through a central hot water system. Utilities are common for the age and use of the building.

Quality/Condition:

The building improvements were constructed circa 1929 and have an actual age of 96 years. The project has been well maintained since it was completed and is in average condition.

Economic Life:

The total economic life of the project is 70 years based upon an analysis of the market. The remaining economic life is 20 years based upon an effective age of 50 years.

ADA Compliance:

The improvements were completed in 1929. Due to the age and use of the subject, it is assumed that the project is not compliant with current ADA standards. If greater detail is required regarding ADA compliance, it is recommended that a separate ADA compliance survey be obtained from a licensed professional experienced in such matters.

Summary:

The project consists of a 2-story mixed-use commercial and residential building developed in 1929. The improvements have been adequately maintained and are in average condition. They are similar to other developments throughout the area.

XVII. Highest and Best Use:

In the valuation of the subject property, consideration has been given to its highest and best use also known as the most probable use. The highest and best use analysis involved a study of the present use of the property, uses of surrounding properties, and zoning availability for the subject. Highest and Best Use not only applies to vacant land but improved properties as well.

In order to ascertain the highest and best use of a piece of property, including the land as if vacant and the property as improved; the use must meet four criteria. The criteria that must be met for the highest and best use include a use, which must be physically possible, legally permissible, maximally productive, and financially feasible.

In addition to the above, property as improved must meet additional criteria that include the possibility of demolition, expansion, renovation or conversion. "Highest and Best Use" may also be defined as follows:

1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet our legal permissibility, physical possibility, financial feasibility, and maximum productivity.
2. The use of an asset that maximizes its potential, and that is possible, legally, permissible, and financially feasible. The highest and best use may be for continuation of an asset existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset one formulating the price that it would be willing to bid. (IVS)
3. The highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)
4. [For fair value determination] the use of a non-financial asset by market participants that would maximize the value of the asset or the group of assets and liabilities (for example, a business) within which the asset would be used.

(FASB glossary) The highest and best use of a non-financial asset takes into account the use that is physically possible, legally, permissible, and financially feasible. (FASB 820-10-35-10B) The highest and best use of a non-financial asset establishes the valuation, premise used to measure the fair value of the asset as follows: (a) the highest and best use of a non-financial asset might provide maximum value to market participants through, it's used in combination with other assets as a group (as installed or otherwise configured for use) or in combination with other assets and liabilities (for example, a business). (b) The highest and best use of the asset might provide maximum value to market participants on a standalone basis. (FASB 820-10-35-10E)

(The Dictionary of Real Estate Appraisal, Seventh Edition, pub. 2022)

As discussed throughout the appraisal, the property consists of a single parcel of land located in the Chinatown neighborhood of San Francisco. The property is developed to a 2-story mixed use commercial residential building. The following is an analysis of the highest and best use of the property.

Land as Vacant

Legal Permissibility:

The land is zoned CRNC, which is a Chinatown Residential Neighborhood Commercial District. The Chinatown Residential Neighborhood Commercial District extends along Stockton Street between Sacramento and Broadway and along Powell Street between Washington Street and Broadway. It is generally west and uphill from Grant Avenue and is close to the relatively intensely developed residential areas of lower Nob and Russian Hills. Stockton Street is a major transit corridor which serves as "Main Street" for the Chinatown neighborhood.

Housing development in new and existing buildings is encouraged above the ground floor. Institutional uses are also encouraged. Existing residential units are protected by limits on demolition and conversion. Accessory Dwelling Units are permitted within the district pursuant to subsection 207(c)(4) of this Code.

There is a myriad of uses allowed under the zoning and development requirements

vary based on the type of use developed. A copy of the zoning code pertaining to the zoning has been included in the addenda section. The reader is directed to consult the zoning code and city planning for requirements for specific uses.

The following chart summarizes the minimum basic zoning requirements in comparison to the subject property.

	Municipal Code	Subject Property
Minimum Lot Size	Up to 5,000 SF	1,950 SF
Density	218 Units/Acre	-
Minimum Width/ Frontage	None	20'
Minimum Depth	None	97.5'
Floor Area Ratio	1.0:1	-
Front Setback	None	Appears to conform
Side Setback	None	Appears to conform
Rear Setback	None	Appears to conform
Building Height	Varies	6 Stories

Specific zoning requirements vary depending upon lot size, area, adjoining developments, etc. For purposes of this appraisal, it is assumed that the existing development conforms to existing requirements. It is noted that projects that serve as affordable housing or family housing or a combination thereof receive bonus allowances for density, setbacks and development standards. The subject conforms to the basic zone requirements under the current zoning.

Physical Possibility:

The second factor given consideration is whether or not a development is physically possible on the property. The site contains a total of 1,950 SF and physically conforms to the basic zoning requirements. There are other properties in the immediate area that are similar in size, zoning configuration and use. When comparing the subject to other properties in the area, it is evident that it has the ability to be developed to uses similar to other properties in the neighborhood.

Financial Feasibility:

The best test of financial feasibility is typically through an analysis of the income and expenses for a potential or given development. Due to current economic conditions, it is likely that the property would develop at the present time. There is

strong demand for residential uses in the community.

Maximum Productivity:

The final factor given consideration is which type of development would be the maximum productive use of the site. A residential use is the most likely use of the property based on zoning, site size, location, access and exposure.

Much of the surrounding property has been developed. There are few parcels in the immediate area available for development. Demand for residential uses is strong at the present time.

Conclusion:

The highest and best use of the land as vacant is for investment for future residential development.

Property as Improved

As discussed, the property is developed to a 2-story mixed-use commercial and residential building with a restaurant on the ground level and a residential unit on the second story. The property is fully developed. There is insufficient space for expansion. The existing use is legally permissible. The property is fully occupied at the present time. While there may be opportunities for renovation, it is unlikely that renovation or modernization would improve the income stream.

Although the current use is a representation of the highest and best use as improved, it is noted that the property was acquired for redevelopment into affordable housing along with adjoining property. Both satisfy the highest and best use criteria. However, the purpose of this appraisal is to demonstrate the current market value of the property based on the existing use and development. For purposes of this appraisal, the existing use is considered relevant to the highest and best use of the property as improved.

XVII. Property Valuation & Appraisal Premise:

In estimating the market value of the majority of real property, data is collected and analyzed from the market regarding recent sales of comparable properties, current building costs, and rental data and return on investment rates in the analysis of income. Three different approaches to value are traditionally evaluated using collected market data and analyzing trends in the local economy. These approaches are:

- **The Sales Comparison Approach**
- **The Cost Approach**
- **The Income Approach**

Depending upon the type of property being appraised, these methods have varying degrees of applicability, which the appraisers have selected after analysis.

In the Sales Comparison Approach, the appraisers derive a value indication by comparing the property being appraised to similar properties in competitive areas that have recently sold or been offered for sale. This procedure is accomplished by applying the appropriate units of comparison extracted from the market and then by applying adjustments to the sales prices of the comparable. This approach in the appraisal analysis is based upon the premise that an informed purchaser would pay no more for a property than a substitute property with equal utility.

The Cost Approach estimates the cost of replacing the improvements of the property. It involves the determination of the cost new of the improvements, less accrued physical deterioration and functional and/or economic obsolescence. To this remainder, the vacant land value is added to estimate a market value based on the Cost approach to value.

The Income Approach, in the analysis of properties, is used to derive a value indication by converting anticipated benefits from possible rental income into a value estimate. This approach takes into consideration possible risks of comparable properties and a rate of return or capitalization rate also derived from income expectancies in the present market.

In the case of this appraisal, the sales comparison approach to value will be used. As discussed throughout the appraisal, the assignment conditions are to value the property as vacant land. The current improvements will be demised and removed in favor of new development. The sales comparison approach is the only applicable method of valuation in this instance.

A. Sales Comparison Approach:

The Sales Comparison Approach is based on the theory of substitution, which considers a property's value to be in relation with that of sales of property with similar desirability and utility over a reasonable period of time. In this approach, a value will be estimated through analysis and comparison of sales of substitute properties over time. Depending on availability of data, the Sales Comparison Approach is generally widely accepted as a reliable method of valuation by market participants.

The market determines how appraisers are to analyze sales and extract meaningful units of comparison from which to draw a valuation conclusion. Most typically, units of comparison extracted from the sales are items such as price per square foot, price per unit, or price per acre. Other units of comparison are determined through an analysis of the income and expenses the property produces or is capable of producing. Items such as gross income multiples, effective gross income multiples, overall capitalization rates, and expense ratios are used in both the Sales Comparison Approach and also in the Cost and Income Approaches to value.

After the appraisers have identified the units of comparison most widely accepted by the market for the specific property type being appraised, the sales are then analyzed and sometimes adjusted for differences between the sales and the subject property. Adjustments are typically made for items such as property rights conveyed, financing, motivation of the buyer or seller, changes in property values over time, or physical differences between the sales and the property being appraised. In the case of this appraisal, the property will be analyzed based upon a price per room and price per square foot as the component of comparison.

Comparable Improved Sales

#	Location	Date Document	Grantor Grantee	Sales Price	Building (SF)	Offsites Orientation	Year Built	\$/SF
1	1600 Hyde Street San Francisco, CA 94109	May 13, 2026 46052	Gabbay Family Trust 1600 Hyde Street LLC	\$589,000	1,029	Full Corner	1900	\$572.40
2	767 Bush Street San Francisco, CA 94108	Apr 30, 2026 42523	Ino Takeo Portia Si Li	\$1,328,000	1,940	Full Interior	1921	\$684.54
3	1007 Market Street San Francisco, CA 94103	Aug 11, 2025 65973	Cast 1007 Market, LLC Central City	\$2,400,000	4,250	Full Corner	1911	\$564.71
4	550 Grant Street San Francisco, CA 94108	Apr 24, 2025 40879	Chung Wong Kwok JA First Investments	\$1,638,000	2,093	Full Interior	1921	\$782.61

1. **Vacant Land**

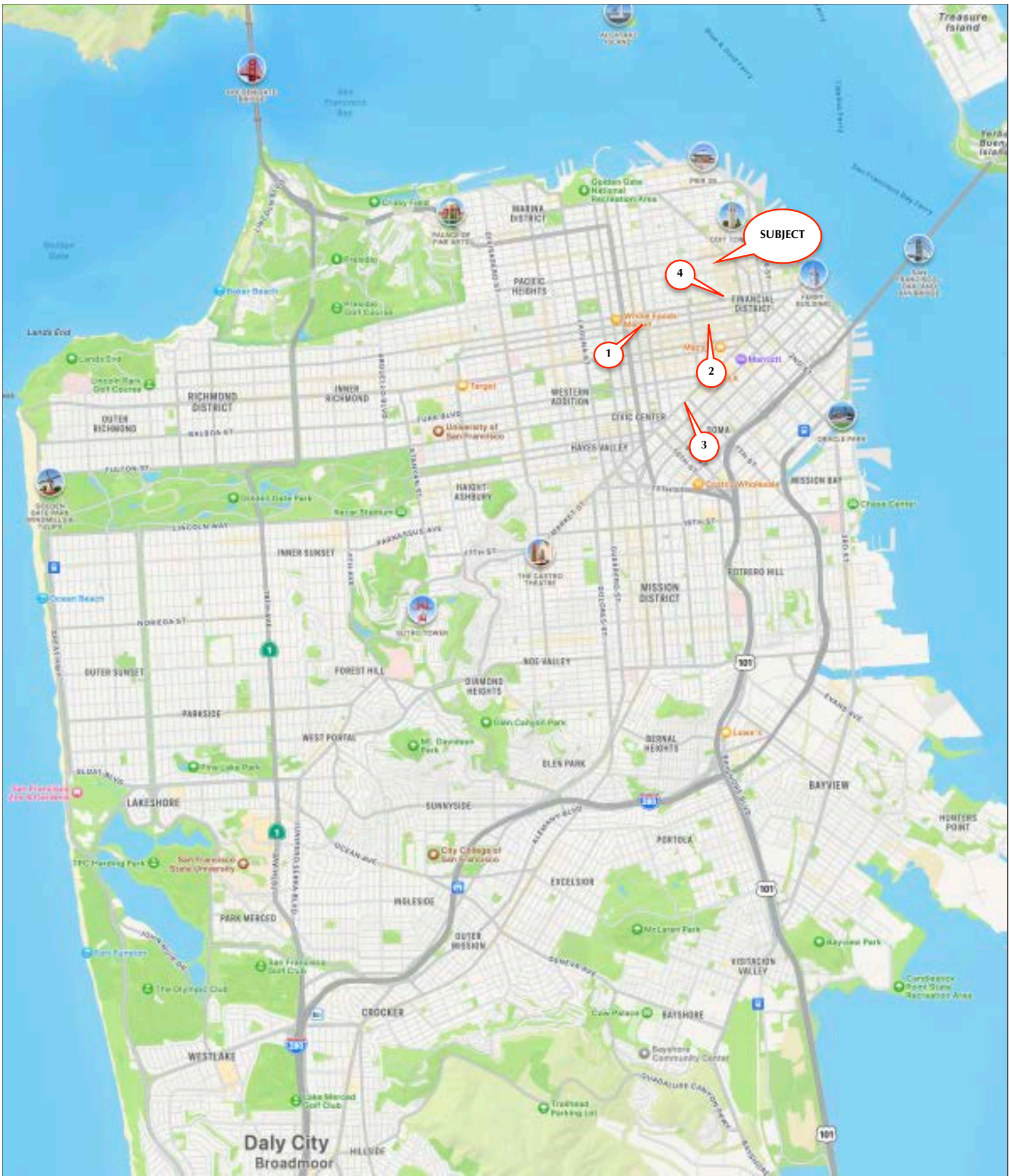
In valuing the property as improved, consideration is given to sales of similar properties that are used as a basis of comparison. The sales that were used include four sales from the region. All of the sales used are small commercial and mixed-use properties located in the San Francisco market. A total of four sales are analyzed. The sales occurred between 2025 and the present date. It is noted that only one sale was found in the Chinatown neighborhood.

In selecting an appropriate unit of comparison, consideration was given to all of the possible variables for the property. Consideration was first given to building size, which is a typical method of analyzing commercial properties. The sales yielded unit values ranging from a low of \$564.71/SF to \$782.61/SF. It is noted that all of the sales transactions were traditional sales.

The unit price per square foot is a typical and widely used unit of comparison in the open market and is thus used in the valuation of the subject in the sales comparison approach. The sales are summarized in chart form on the facing page with detailed data sheets in the addenda section. The following is a discussion and analysis of the sales included in the appraisal.

Sale 1 is the most recent sale in the analysis occurring in May of 2026. It consists of a commercial condo containing 1,029 SF located at the corner of Hyde and Pacific Streets. The property was acquired for \$589,000. The property was improved with a 3-story mixed use building. This sale included only the ground level commercial unit. The improvements were smaller but in similar condition and of similar vintage. Unit prices include \$572.40/SF.

Sale 2 occurred in April of 2026. It consists of a 2-story mixed-use building having 1,940 SF. It is located along Bush Street in between Powell and Mason Streets. The property was acquired for \$1,328,000. The property was improved with a commercial building that was developed in 1921. The building was in average condition at the time of sale. Unit prices include \$684.54/SF.



LAND SALES MAP

Sale 3 occurred in April of 2026. It consists of a 3-story commercial building having 4,250 SF. It is located along Market Street near Golden Gate Avenue. The property was acquired for \$2,400,000. The property was improved with a commercial building that was developed in 1911. The building was in average condition at the time of sale. It was acquired by a nonprofit for shelter and social services. Unit prices include \$564.71/SF.

Sale 4 occurred in April of 2026. It consists of a similar 2-story mixed use building having 2,093 SF located along Grant Street between California and Pine Streets. The property was acquired for \$1,638,000. The property was improved with a 2-story mixed use building with ground level commercial and a second story residential unit. The improvements were smaller but in similar condition and of similar vintage. Unit prices include \$782.61/SF.

2. Sales Adjustments

In valuing the property as improved, consideration is given to sales of similar properties that are used as a basis of comparison. The sales that were used include four sales from the region. All four sales are generally similar to the subject in age, size and design. The sales occurred in 2025 & 2026 and are reflective of current market conditions.

Before selecting an appropriate unit value, it was necessary to adjust the comparable sales. Adjustments were considered for various transactional and physical differences. Transactional differences included property rights, financing, conditions of sale, and market conditions.

After a complete analysis of the sales, it was concluded that there were no adjustments necessary for transactional differences. The following is a discussion of the adjustments considered in the report:

Property Rights

All of the sales were fee simple transfers. No adjustments were necessary.

	Sale 1	Sale 2	Sale 3	Sale 5
Areas Of Comparison				
Sales Price	\$589,000	\$1,328,000	\$2,400,000	\$1,638,000
Property Rights Conveyed	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment	\$0.00	\$0.00	\$0.00	\$0.00
Adjusted Sales Price	\$589,000	\$1,328,000	\$2,400,000	\$1,638,000
Financing	Cash	CEQ	CEQ	Cash
Financing Adjustment	\$0.00	\$0.00	\$0.00	\$0.00
Adjusted Sales Price	\$589,000	\$1,328,000	\$2,400,000	\$1,638,000
Conditions of Sale	Arms-Length	Arms-Length	Arms-Length	Arms-Length
Adjustment for Conditions	\$0	\$0	\$0	\$0
Adjusted Sales Price	\$589,000	\$1,328,000	\$2,400,000	\$1,638,000
Lots	1,029 sf	1,940 sf	4,250 sf	2,093 sf
Unit Price	\$572.40/sf	\$684.54/sf	\$564.71/sf	\$782.61/sf
Market Conditions	May-26	Apr-26	Aug-25	Apr-25
Adjustment for Market Conditions	0.00%	0.00%	0.00%	0.00%
Adjusted Sales Price	\$572.40/sf	\$684.54/sf	\$564.71/sf	\$782.61/sf
Physical Characteristics				
Size	-10%	-10%	0%	-10%
Age	5%	0%	0%	0%
Location	0%	0%	-5%	0%
Condition	0%	0%	0%	0%
Net Adjustment	-5%	-10%	-5%	-10%
Adjusted Sales Price	\$543.78/sf	\$616.08/sf	\$536.47/sf	\$704.35/sf

	Pre Adjustment	Post Adjustment
Minimum	\$564.71/sf	\$536.47/sf
Maximum	\$782.61/sf	\$704.35/sf
Average	\$651.06/sf	\$600.17/sf
Median	\$628.47/sf	\$579.93/sf

Financing

All of the sales were acquired on a cash or cash equivalent basis. After analysis, it was determined that no adjustments were necessary.

Conditions

No adjustments were necessary for conditions.

Time

All sales occurred between 2025 & the present date and are reflective of current market conditions.

Size

Size adjustments are typically based on economies of scale. Smaller properties generally indicate higher unit prices and conversely, larger properties lower unit prices. In this instance, downward adjustments are applied to Sales 1, 2 & 4.

Age

No adjustment is necessary for Age differences.

Location

Sale 3 has a superior location that impacts the sales price. A downward adjustment is applied.

Condition

No adjustments are necessary for condition.

In analyzing the sales, specific consideration is given to all of the factors as discussed above. When analyzing the per square foot units, they show the following trends:

	Pre Adjustment	Post Adjustment
Minimum	\$564.71	\$536.47
Maximum	\$782.61	\$704.35
Average	\$651.06	\$600.17
Median	\$628.47	\$579.93

In this instance, a unit value of \$600.00/SF is selected. Hence, the following valuation:

Building = 3,582 SF @ \$600/SF =	\$2,149,200.00
ADJUSTED TO =	<u>\$2,150,000.00</u>

B. Cost Approach:

In the Cost Approach, the appraisers have considered the current costs of replacing the property or building improvements. When possible, the costs are obtained from a variety of sources that can include the Marshall Swift National Cost Index source, contractor's estimates, and the appraisers' own continuing cost files. These cost files consist of information on similar projects throughout the area, as well as existing projects in similar neighborhoods. The costs are then adjusted to comply with the immediate surrounding area.

The Cost Approach is typically most relevant when the property being appraised involves proposed or new construction or when it is a special use property and there is a lack of market data available. In addition, it is also useful in appraising very old properties where the remaining economic life on any building improvements is minimal.

The Cost Approach typically involves five steps, however, in some instances; one or more steps may be omitted. These steps include the following:

- **Estimate the land value**
- **Estimate the direct cost of the building and site improvements**
- **Estimate any indirect or soft costs**
- **Estimate a developer's or entrepreneurial profit**
- **Estimate and deduct any depreciation**
- **Combining the depreciated cost and land value**

The cost approach is purposely excluded from this appraisal. The cost approach is inapplicable in this report.

C. Income Approach:

The final method of valuation used in the appraisal is the Income Capitalization Approach. In the analysis of properties, the Income Approach is used to derive a value indication by converting the anticipated benefits from possible rental income into a value estimate. This approach takes into consideration the possible risks that are associated with comparable properties as well as a suitable rate of return or capitalization rate. The capitalization rate is derived from the comparable sales that were discussed in the Sales Comparison Approach. There are essentially four steps in valuing the property in the Income Capitalization Approach. These include the following:

- **Estimating anticipated income**
- **Estimating and deducting a suitable vacancy rate and collection loss,**
- **Estimating and deducting applicable expenses**
- **Selection of a suitable capitalization rate**

After all vacancy and expenses are deducted from the anticipated gross income, the resulting net income is capitalized into a value estimate. Each of these steps will be discussed in further detail as they pertain to the project.

The income approach is not used in this report. The fee simple interest is valued. The sales comparison approach is considered the most applicable method of valuation.

D. Final Value Opinion:

Sales Comparison Approach = \$2,150,000.00

Cost Approach = Not Included

Income Capitalization Approach = Not Included

Final Value Opinion = \$2,150,000.00

In the case of this appraisal, sole consideration is placed on the sales comparison approach. It has been determined to be the only appropriate method of valuation because of the condition of the improvements.

XXI. Exposure Time:

Exposure time is always presumed to precede the effective date of appraisal, while marketing time is expected to follow the effective date of appraisal. Exposure time is defined as follows:

Exposure Time:

- "1. *The time a property remains on the market.*
2. *And opinion, based on supporting market data, of the length of time that the property interest being appraised, would have been offered on the market prior to the hypothetical confirmation of a sale at market value on the effective date of appraisal." (USPAP, 2020-21 ed.) (The Dictionary of Real Estate Appraisal, Seventh Edition, pub. 2022)*

An exposure time of 12 months or less is appropriate for the subject considering current economic conditions.

CERTIFICATION

I, Gregg J. Palmer, certify:

- That I have |  made a personal inspection of the property that is the subject of this report, and have considered all of the pertinent facts affecting the value thereof.
- That all market data pertaining to the final value opinion has been accumulated from various sources and, where possible, personally examined and verified as to details, motivation and validity.
- That as of the date of this report, I have completed the requirements of the continuing education program of the Appraisal Institute. I am also a Certified General Appraiser, per the Bureau Of Real Estate Appraisers, State of California, License No. AG002880.
- That the statements of fact contained in this report are true and correct.
- That the reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- That I have no present or prospective interest in the property or the transaction that is the subject of this report, and we have no personal interest with respect to the parties involved.
- That I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- That my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- That our compensation for completing the assignment is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- That my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

CERTIFICATION, CONTINUED

- That the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representative(s).
- The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- That I have the appropriate education and experience to complete the assignment in a competent manner. The reader is referred to the appraisers' statement of qualifications in the Addenda.
- That the subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in said appraisal.
- Unless otherwise noted, no one other than the undersigned provided significant assistance in the development of this appraisal and conclusions herein.
- That such appraisal has been made in conformity with the appropriate State and City laws, Title VI of the 1964 Civil Rights Act, and regulations, policies and procedures applicable to appraisal of right of way for such purposes, and that to the best of my knowledge, no portion of the value assigned to such property consists of items which are non-compensable under the established law of such State and/or City.
- ☐ I have provided no services regarding the subject property as an appraiser or in any other capacity within the three-year period immediately preceding acceptance of this assignment.
- ☒ I have provided services regarding the subject property as an appraiser or in any other capacity within the three-year period immediately preceding acceptance of this assignment.
- ☐ Please note that Joshua J. Palmer provided significant assistance in preparing the appraisal. He assisted in the inspection, valuation, opinions and conclusions herein.
- ☐ Please note that Joshua J. Palmer provided assistance in preparing the appraisal. He inspected the property, took photographs and provided area analysis.



Gregg J. Palmer, MAI

AG002880 - Expires 4/24/2028

GREGG J. PALMER, MAI

QUALIFICATIONS SUMMARY

Comprehensive experience in the appraisal of complex commercial, industrial, residential, apartment, agricultural, and special purpose properties. Qualifications include MAI with the Appraisal Institute and candidacy as SR/WA with International Right of Way Association. Additionally, certified with the California Bureau Of Real Estate Appraisers and holds a Bachelor of Arts Degree in English from Fresno State University.

CLIENT PROFILES

Performed a wide range of appraisal assignments for financial, legal, public, and private sector clients including:

Financial: Regency Bank, Western Bank, Great Western Bank, Fresno Bank of Commerce, San Joaquin Funding, Builders Mortgage, Cambridge Capital, Mercury Savings & Loan, Republic Savings & Loan, PV Financial, Central Bank, American National Bank, University Savings & Loan, Mitsubishi Bank, Bank of California, Pacific First Bank, Tokai Bank, Wells Fargo Bank, Mineral King Bank, Capital Bank, Imperial Thrift, United Security Bank, TOPA Thrift & Loan, Money Store Investment Corp., Banc One, Bank of the Sierra, WestAmerica Bank, Cypress Coast Bank, Stockton Savings Bank, Met-Life, Coopers & Lybrand, Truckee River Bank, CB Commercial, J.P. Morgan, GMAC, Washington Capital, Washington Mortgage, Banc One Capital Funding.

Industry: Wilbur Ellis Company, Hydro Conduit, Fruehauf, Pacific Choice Brands, Penniman-Thermo King, Southern Pacific Railroad, Southern California Edison.

Public: Cities of Fresno, Hanford, Sanger, Coalinga, Firebaugh, Madera, Clovis; Counties of Fresno, Kings, Madera, and Tulare; Redevelopment Agencies of Fresno, Clovis, Visalia, Sanger and Tulare; Federal Deposit Insurance Corporation (FDIC); Housing and Urban Development (HUD); California Housing Finance Agency (CHFA); Federal Aviation Administration (FAA); Resolution Trust Corporation (RTC); Department of Fish and Game.

Special Purpose: Convalescent hospitals, day care centers, churches, residential care facilities, senior citizen apartment projects, subdivisions, assessment districts, historic properties, hotels, railroad rights-of-way.

Oil Companies: Shell, Chevron, Unocal, Atlantic Richfield, Texaco.

Schools: Districts of Kerman and Hanford.

DESIGNATIONS, AFFILIATIONS

MAI Member Appraisal Institute Northern California Chapter.
Fresno Chapter Newsletter Editor & Publisher (1992/1993).

SR/WA Candidate International Right-of-Way Association. Newsletter Editor & Publisher.
Chapter President 1996.

BREA Bureau of Real Estate Appraisers, State of California. Certified General Real Estate Appraiser (2/4/92).
Certification No. AG002880 (valid through April 24, 2024)

GREGG J. PALMER, MAI

Page Two

COURT

Superior Court of the State of California.

Qualified as an Expert Witness

TEACHING

California State University, Fresno

Principles of Real Estate

GEOGRAPHIC AREA

California: Counties of: Fresno, Madera, Merced, Stanislaus, Sacramento, Kings, Tulare, Kern, Inyo, San Joaquin, Santa Barbara, Mono, Los Angeles, San Diego, Del Norte, Tehama, and Imperial.

Other States: Oregon

EDUCATION, PROFESSIONAL DEVELOPMENT

California State University, Fresno

Bachelor of Arts Degree - English

American Institute of Real Estate Appraisers Real Estate Appraisal Principles, Basic Valuation Procedures, Standards of Professional Practice, Capitalization Theory & Techniques Parts A & B, Case Studies in Real Estate Valuation, Report Writing & Valuation Analysis

◆ ◆ ◆ ◆

LIMITING CONDITIONS

In acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith, it has been assumed by these appraisers:

1) **Limit of Liability:**

The liability of James G. Palmer Appraisals Inc., and employees, is limited to the client only and to the fee actually received by Appraiser(s). Further, there is no accountability, obligation, or liability to any third party. If this report is disseminated to anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The Appraiser(s) is in no way to be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property; physically, financially, and/or legally. In the case of limited partnerships or syndication offerings or stock offerings in real estate, client agrees that if a legal action is initiated by any lender, partner, part owner in any form of ownership, tenant, or any other party, the client will hold the Appraiser completely harmless in any such action from any and all awards or settlements of any type, regardless of outcome.

2) **Copies, Publication, Distribution, Use of Report:**

Possession of this report or any copy thereof, does not carry with it the right to publication, nor may it be used for other than its intended use; the physical report(s) remain the property of the Appraiser(s) for the use of the client, the fee being for the analytical services only. No right is given to copy all or part of this report.

Except, as hereinafter provided, the client may distribute copies of this appraisal report in its entirety to such third parties as he may select; however, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatories of this appraisal report. Neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations, news, sales or other media for public communication without the prior written consent of the appraiser. (See last item in following list for client agreement/consent.)

3) **Confidentiality:**

This appraisal is to be used only in its entirety and no part is to be used without the whole report. All conclusions and opinions concerning the analysis as set forth in the report were prepared by the Appraiser(s) whose signature(s) appear on the appraisal report, unless indicated as "Review Appraiser". No change of any item in the report shall be made by anyone other than the Appraiser(s). The Appraiser(s) and firm shall have no responsibility if any such unauthorized change is made. The Appraiser(s) may not divulge the material (evaluation) contents of the report, analytical findings, or conclusions, or give a copy of this report to anyone other than the client or his designee as specified in writing.

4) **Information Use:**

No responsibility is assumed for accuracy of information furnished by work of others, the client, his designee, or public records. We are not liable for such information or the work of possible subcontractors. Be advised that some of the people associated with James G. Palmer Appraisals Inc. and signing the report are independent contractors. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit or other source though reasonable; all are considered appropriate for inclusion to the best of our factual judgment and knowledge. An impractical and uneconomic expenditure of time would be required in attempting to furnish unimpeachable verification in all instances, particularly as to engineering and market-related information.

5) **Testimony, Consultation, Completion, of Contract For Appraisal Service:**

The contract for appraisal, consultation, or analytical service is fulfilled and the total fee is payable upon completion of the report. The Appraiser(s) or those assisting in preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal, in full or in part, nor engage in post appraisal consultation with the client or third parties except under separate and special arrangement and at additional fee. If testimony or deposition is required as a result of any subpoena, the client shall be responsible for any additional time, fees, and charges, regardless of issuing party.

6) **Exhibits:**

Any sketches, maps, and photographs in this report are included to assist the reader in visualizing the property and are not necessarily to scale. Site plans are not surveyed unless shown from separate surveyor.

7) **Legal Engineering, Financial, Structural, or Mechanical Components; Soil Quality:**

No responsibility is assumed for matters legal in character or nature, nor of any architectural, structural, mechanical, or engineering nature. No opinion is rendered as to the title, which is presumed to be good and merchantable. The property is appraised as if free and clear, unless otherwise stated in the appraisal report.

The legal description is assumed to be correct as used in this report furnished by the client, his designee, or as derived by the Appraiser(s).

Please note that no advice is given regarding mechanical equipment or structural integrity or adequacy, soils and potential for settlement on drainage, matters concerning liens, title status, and legal marketability, and similar matters. The client should seek assistance from qualified architectural, engineering, or legal professionals regarding such matters. The lender and owner should inspect the property before any disbursement of funds. Further, it is likely that the lender or owner may wish to require mechanical structural inspections by a qualified and licensed contractor, civil or structural engineer, architect, or other expert.

The Appraiser(s) has inspected as far as possible, by observation, the land and the improvements; however, it was not possible to personally observe conditions beneath the soil or hidden structural or other components. We have not critically inspected mechanical components within the improvements and no representations are made herein as to these matters unless specifically stated and considered in the report. The value estimate considers there being no such conditions that would cause a loss of value. The land or the soil of the area being appraised appears firm; however, subsidence in the area is unknown. The Appraiser(s) do not warrant against this condition or occurrence of problems arising from soil conditions.

The appraisal is based upon there being no hidden, unapparent, or apparent conditions of the site, subsoil, or structures or toxic materials which would render it more or less valuable. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them. All mechanical components are assumed to be in operable condition and status standard for properties of the subject type. Conditions of heating, cooling, ventilating, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. No judgment may be made by use as to adequacy of insulation, type of insulation, or energy efficiency of the improvements or equipment which is assumed standard for the subject property's age and type.

If the Appraiser(s) has not been supplied with a termite inspection, survey or occupancy permit, no responsibility or representation is assumed or made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained. No representations or warranties are made concerning the above mentioned items.

The Appraiser(s) assumes no responsibility for any costs or consequences arising due to the need, or the lack of need for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contracted to determine the actual need for Flood Hazard Insurance.

8) **Legality of Use:**

The appraisal is based on the premise that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in the report, and that all applications zoning, building, use regulations and restrictions of all types have been complied with unless otherwise stated in the report. It is further assumed that all required licenses, consents, permits, or other legislative or administrative approvals from all applicable local, state, federal and/or private authorities have been or can be obtained or renewed for any use considered in the value estimate.

9) **Component Values:**

The allocation of the total valuation in this report between land and improvements, if included in this report, applies only under the use of the property which is assumed in this report. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

10) **Auxiliary and Related Studies:**

No environmental or impact studies, special market study or analysis, special highest and best use study or feasibility study has been requested or made unless specified in an agreement for services or so stated in this report.

11) **Dollar Values, Purchasing Power:**

The market value estimate and the cost used are as of the date of the estimate of value. All dollar amounts are based on the purchasing power and value of the dollars as of the date of the value estimate.

12) **Value Change, Dynamic Market, Influences, Alteration of Estimate By Appraiser:**

The estimated market value, which is defined in the report, is subject to change with market changes over time. Value is highly related to exposure, time, promotional effort, terms, motivation, and conditions. The value estimate considers the productivity and relative attractiveness of the property physically and economically in the marketplace as of the date of value.

In cases of appraisals involving the capitalization of income benefits, the estimate of market value or investment value or value in use is a reflection of such benefits and Appraiser's interpretation of income and yields and other factors derived from general and specific client and market information. Such estimates are as of the date of the estimate of value, and they are thus subject to change as the market changes.

The "Estimate of Market Value" in the appraisal report is not based in whole or in part upon race, color, or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

The appraisal report and value estimate are subject to change if the physical or legal entity or the terms of financing are different from what is set forth in this report.

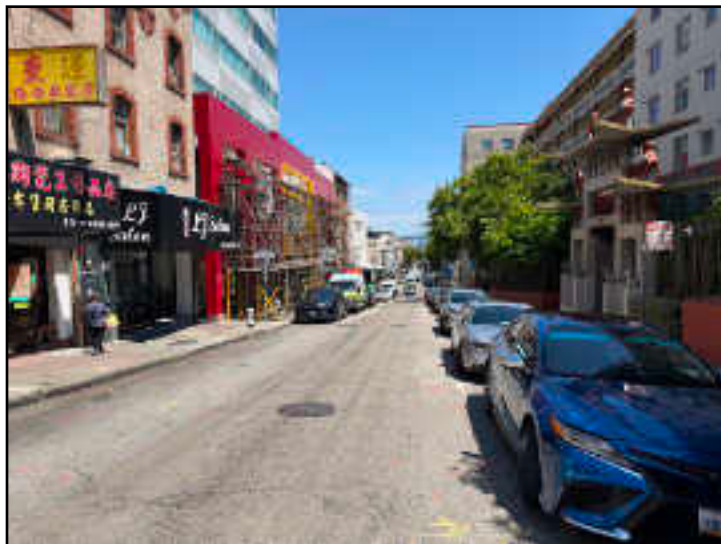
- 13) **Inclusions:**
Except as specifically indicated and typically considered as a part of the real estate, furnishings, equipment, other personal property, or business operations have been disregarded with only the real estate being considered in the value estimate. In some property types, business and real estate interests and values are combined but only if so stated.
- 14) **Proposed Improvements, Conditioned Value:**
Improvements proposed, if any, onsite or offsite, as well as any repairs required are considered for purposes of this appraisal to be completed in good and workmanlike manner according to information submitted and/or considered by the appraisers. In case of proposed construction, the appraisal is subject to change upon inspection of the property after construction is completed. This estimate of market value is as of the date shown, as proposed, as if completed, and operating at levels shown and projected, unless otherwise stated.
- 15) **Management of the Property:**
It is assumed that the property which is the subject of this report will be under typically prudent and competent management, neither inefficient nor superefficient.
- 16) **Fee:**
The fee for this appraisal or study is for the service rendered and not solely for the time spent on the physical report or the physical report itself.
- 17) **Insulation and Toxic Materials:**
Unless otherwise stated in this report, the Appraiser(s) signing this report have no knowledge concerning the presence or absence of toxic materials and/or ureaformaldehyde foam insulation in existing improvements. If such is present, the value of the property may be adversely affected.
- 18) **Change, Modifications:**
The Appraiser(s) reserve the right to alter statements, analyses, conclusions or any value estimate in the appraisal if there becomes known to them facts pertinent to the appraisal process which were unknown when the report was finished.
- 19) **Limiting Conditions:**
This report sets forth all of the limiting conditions affecting the analysis, opinions, and conclusions contained in this report.
- 20) **Acceptance:**
Acceptance and/or use of this appraisal report by the client or any third party constitutes acceptance of the above conditions. Appraiser liability extends only to the stated client and not to subsequent parties or users. And the liability is limited to the amount of fee received by the Appraiser(s).
- 21) **Americans with Disabilities Act:**
The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific compliance survey and analysis of the property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect on the property's market value. Since we have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of the ADA in our market value estimates.
- 22) **Fair Housing Amendments Act:**
In accordance with the Fair Housing Amendments Act, it is illegal for an Appraiser(s) to discriminate against any person because of race, color, religion, sex, hardship, familial status, or national origin. This appraisal complies with all rules and regulations prohibiting discrimination on the basis of race, color, religion, sex, nation origin, and marital status.
- 23) **Year 2000 Compliance:**
Unless otherwise stated in this report, problems with year 2000 compliance were not investigated, nor called to the attention of, nor did the appraiser become aware of such during the appraiser's inspection. Problems with year 2000 compliance of embedded systems and the cost to correct them would affect the value of the property, but the appraiser is not qualified to recognize or estimate the cost. This appraisal is predicated on the assumption that no such year 2000 problems exist and no responsibility is assumed for any such problems, nor for any expertise or knowledge required to discover them.
- 24) **Unforeseeable Events:**
The appraiser cannot be held responsible for unforeseeable events that alter market conditions (that occur subsequent to the date of the preparation of the report, but) prior to the effective date of the appraisal.
- 25) **Prospective Valuation:**
In preparing appraisals that include prospective (future) valuations, the appraiser cannot be held responsible for the unforeseeable events that alter market conditions (those that occur subsequent to the date of preparation of the report but, prior to the effective date of appraisal).

ADDENDA

SUBJECT PHOTOGRAPHS



SUBJECT PROPERTY



STREET VIEW
EAST ALONG PACIFIC STREET

DETAIL REPORT

Property Address: **758 PACIFIC AVE SAN FRANCISCO CA 94133-4440**

Ownership

Parcel# (APN): **0161 -014**
Parcel Status:
Owner Name: **NEW ASIA HOUSING LP**
Mailing Addr: **615 GRANT AVE SAN FRANCISCO CA 94108**
Legal Description:

Assessment

Total Value:	\$805,696	Tax Rate Area:	001-000	County Zoning Code:	CRNC
Land Value:	\$423,617	Year Assd:	2025		
Impr Value:	\$382,079	Census Tract:	108.00/2		
Other Value:		Use Code:	C		
% Improved:	47%	Use Type:	RETAIL SALES		
Exempt Amt:					
Exempt Type:					

Sale History

	Sale1	Sale2	Sale3	Transfer
Recording Date:	09/27/2024	08/08/2023		09/27/2024
Recording Doc:	74675	58930		74675
Doc Type:	GRANT DEED	GRANT DEED		
Transfer Amount:		\$2,000,000		
Price/SqFt:				
Seller (Grantor):	CHINATOWN COMMUNITY DEVE			

Property Characteristics

Bedrooms:	Fireplace:	Units:	2
Baths (Full): 3	A/C:	Stories:	2.0
Baths (Half):	Heating:	Quality:	
Total Rooms: 9	Pool:	Building Class:	C
Bldg/Liv Area: 3,582	Park Type:	Condition:	
Lot Acres: 0.044	Spaces:	Site influence:	
Lot SqFt: 1,950	Garage SqFt:	Timber Preserve:	
Year Built: 1926	Bsmt SqFt: N/A	Ag Preserve:	
Effective Year:			



SOIL REPORT

758 PACIFIC AVE SAN FRANCISCO CA 94133-4440



USDA Soil Legend

Symbol	Name	Slope Gradient	Irrigated Capacity Class	Non-Irrigated Capacity Class	Storie Index	Acres	Parcel %
	0131 Urban land	8		8		.044	100.00
Total Acres:						.044	



RECORDING REQUESTED BY:

Old Republic Title Company

Escrow No.: 0227029143
APN: Block 0161, Lot 014
Situs: 758 Pacific Avenue

When Recorded Mail Document and Tax Statements to:

Chinatown Community Development Center, Inc.
615 Grant Avenue
San Francisco, CA 94108

City and County of San Francisco
Joaquin Torres, Assessor-Recorder

Doc #	2023058930	Fees	\$33.00
8/8/2023	7:03:19 AM	Taxes	\$15,000.00
GS	Electronic	Other	\$0.00
Pages	4	SB2 Fees	\$0.00
Customer	9001	Paid	\$15,033.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Grant Deed

Exempt from fee per GC27388.1(a)(2) and GC27388.2(b) ; document is subject to the imposition of documentary transfer tax

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is \$15,000.00

(X) computed on full value of property conveyed, or

() computed on full value less of liens and encumbrances remaining at time of sale.

() Unincorporated area: (X) City of San Francisco

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Arely K. Mew, Trustee of The Arely K. Mew 1990 Revocable Trust dated April 30, 1990

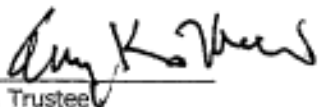
hereby GRANT(S) to

Chinatown Community Development Center, a California nonprofit public benefit corporation

that property in City of San Francisco, San Francisco County, State of California, described as:
See "Exhibit A" attached hereto and made a part hereof.

Date: June 15, 2023

Arely K. Mew, Trustee of the Arely K. Mew 1990 Revocable
Trust

By: 

Arely K. Mew, Trustee

RECORDING REQUESTED BY:

Old Republic Title Company

Escrow No.: 0227029143

APN: Block 0161, Lot 014

Situs: 758 Pacific Avenue

When Recorded Mail Document and Tax Statements to:

Chinatown Community Development Center, Inc.
615 Grant Avenue
San Francisco, CA 94108

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Grant Deed

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(X) computed on full value of property conveyed, or

() computed on full value less of liens and encumbrances remaining at time of sale.

() Unincorporated area: (X) City of San Francisco

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Arely K. Mew, Trustee of The Arely K. Mew 1990 Revocable Trust dated April 30, 1990

hereby GRANT(S) to

Chinatown Community Development Center, a California nonprofit public benefit corporation

that property in City of San Francisco, San Francisco County, State of California, described as:
See "Exhibit A" attached hereto and made a part hereof.

Date: June 15, 2023

Arely K. Mew, Trustee of the Arely K. Mew 1990 Revocable Trust

By: 

Arely K. Mew, Trustee

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

State of California
County of Alameda

On August 2, 2023 before me, Chester Saing a Notary Public, personally
appeared Arey K. New who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

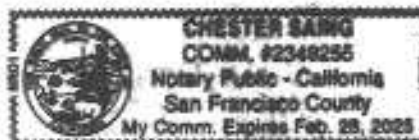
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and
correct.

WITNESS my hand and official seal.

Signature: [Signature]

Name: Chester Saing
(Typed or Printed)

(Seal)



ILLEGIBLE NOTARY SEAL DECLARATION

Government Code 27361.7

I certify under penalty of perjury under the laws of the State of California that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary CHESTER SAING

Name of County SAN FRANCISCO

Date of Commission Expires FEBRUARY 28, 2025

Notary Identification Number 2349255


Signature of person (firm names if any) making verification

Date 8/2/2023

Location SAN FRANCISCO
(City)
State of California

EXHIBIT A

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

Beginning at a point on the Northerly line of Pacific Avenue, distant thereon 137 feet and 6 inches Easterly from the Easterly line of Stockton Street; running thence Easterly along said line of Pacific Avenue 20 feet to a point distant thereon 42 feet Westerly from the Westerly line of Pelton Place; thence at a right angle Northerly 97 feet and 6 inches; thence at a right angle Westerly 20 feet; thence at a right angle Southerly 97 feet and 6 inches to the point of beginning.

Being a portion of 50 Vara Block No. 110.

Assessor's Lot: 014; Block: 0161

Location & Property Identification

Property Name: Hyde Pacific Liquor
Property Type: Improved Condo
Address: 1600 Hyde Street
City/ State/ Zip: San Francisco, CA 94109
County: San Francisco
Submarket: San Francisco

Sale Information

Sale Price: \$1,826,000
CEq Price: \$589,000
Sale Date: May 13, 2026
Sale Status: Sale
Grantor: Gabbay Family Trust
Grantee: 1600 Hyde Street LLC
Property Rights: Fee Simple
Document: 46052
Data Source: CoStar/Parcel Quest/Public Documents

Improvement & Site Data

Legal/ Tax/ APN: 46052
Acres (Gross): 0.03
Land - SF (Gross): 1,307
Zoning: NC2
Description: Commercial
Orientation: Corner
Offsites: Full
Building Area: 1,029
Total Units: 1
Quality: Average
Condition: Average
Buildings/Stories: 1/3
Parking Spaces: 0.00
Parking Type: Street
Parking Ratio: 0
Year Built: 1900



Economic Indicators

Price/SF - Land: \$450.65
Price/AC - Land: \$19,633,333
Price/SF - Building: \$572.40
Unit Price: \$589,000.00
Gross Annual Income:
Vacancy:
Expenses:
Net Operating Income:
Capitalization Rate:

Comments

Single unit commercial condo within a 3-story commercial building. The property was acquired with \$815,000 cash down and the balance financed by Redwood Credit Union at market terms.

Location & Property Identification

Property Name: Kabuki
Property Type: Improved Commercial
Address: 767 Bush Street
City/ State/ Zip: San Francisco, CA 94108
County: San Francisco
Submarket: San Francisco

Sale Information

Sale Price: \$1,328,000
CEq Price: \$1,328,000
Sale Date: April 30, 2026
Sale Status: Sale
Grantor: Ino Takeo
Grantee: Portia Si Li
Property Rights: Fee Simple
Document: 42523
Data Source: CoStar/Parcel Quest/Public Documents

Improvement & Site Data

Legal/ Tax/ APN: 0284-017
Acres (Gross): 0.05
Land - SF (Gross): 2,178
Zoning: RC4
Description: Commercial Residential
Orientation: Interior
Offsites: Full
Building Area: 1,940
Total Units: 2
Quality: Average
Condition: Average
Buildings/Stories: 1/2
Parking Spaces: 0.00
Parking Type: Street
Parking Ratio: 0
Year Built: 1921



Economic Indicators

Price/SF - Land: \$609.73
Price/AC - Land: \$26,560,000
Price/SF - Building: \$684.54
Unit Price: \$664,000.00
Gross Annual Income:
Vacancy:
Expenses:
Net Operating Income:
Capitalization Rate:

Comments

Small mixed use store front with ground level commercial and second story residential. The property was acquired with cash down and the balance financed by a third party.

Location & Property Identification

Property Name: Improved Commercial
Property Type: Improved Commercial
Address: 1007 Market Street
City/ State/ Zip: San Francisco, CA 94103
County: San Francisco
Submarket: San Francisco

Sale Information

Sale Price: \$2,400,000
CEq Price: \$2,400,000
Sale Date: August 11, 2025
Sale Status: Sale
Grantor: Cast 1007 Market, LLC
Grantee: Central City Hospitality
Property Rights: Fee Simple
Document: 65973
Data Source: CoStar/Parcel Quest/Public Documents

Improvement & Site Data

Legal/ Tax/ APN: 3703-078
Acres (Gross): 0.05
Land - SF (Gross): 2,125
Zoning: C3G
Description: Commercial
Orientation: Corner
Offsites: Full
Building Area: 4,250
Total Units: 1
Quality: Average
Condition: Average
Buildings/Stories: 1/3
Parking Spaces: 0.00
Parking Type: Street
Parking Ratio: 0
Year Built: 1911



Economic Indicators

Price/SF - Land: \$1,129.41
Price/AC - Land: \$48,000,000
Price/SF - Building: \$564.71
Unit Price: \$2,400,000.00
Gross Annual Income:
Vacancy:
Expenses:
Net Operating Income:
Capitalization Rate:

Comments

Multistory building purchased by a non profit. Purchased for conversion into a shelter and social services.

Location & Property Identification

Property Name: LT Jewelry
Property Type: Improved Mixed Use
Address: 550 Grant Street
City/ State/ Zip: San Francisco, CA 94108
County: San Francisco
Submarket: San Francisco

Sale Information

Sale Price: \$1,638,000
CEq Price: \$1,638,000
Sale Date: April 24, 2025
Sale Status: Sale
Grantor: Chung Wong Kwok
Grantee: JA First Investments
Property Rights: Fee Simple
Document: 40879
Data Source: CoStar/Parcel Quest/Public Documents

Improvement & Site Data

Legal/ Tax/ APN: 0258-019
Acres (Gross): 0.02
Land - SF (Gross): 1,000
Zoning: CCB
Description: Commercial
Orientation: Interior
Offsites: Full
Building Area: 2,093
Total Units: 2
Quality: Average
Condition: Average
Buildings/Stories: 1/2
Parking Spaces: 0.00
Parking Type: Street
Parking Ratio: 0
Year Built: 1921



Economic Indicators

Price/SF - Land: \$1,638.00
Price/AC - Land: \$81,900,000
Price/SF - Building: \$782.61
Unit Price: \$819,000.00

Gross Annual Income:

Vacancy:

Expenses:

Net Operating Income:

Capitalization Rate:

Comments

Small mixed use store front with ground level commercial and second story residential. This was an all cash transaction. The exposure time was approximately 6 months.

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A Preliminary Change of Ownership Report must be filed with each conveyance in the County Recorder's office for the county where the property is located.

NAME AND MAILING ADDRESS OF BUYER/TRANSFEEE
(Make necessary corrections to the printed name and mailing address)

ASSESSOR'S PARCEL NUMBER

Block 0161, Lot 014

SELLER/TRANSFEROR

The Arey K. Mew 1990 Revocable Trust

BUYER'S DAYTIME TELEPHONE NUMBER

(415) 722-2947

BUYER'S EMAIL ADDRESS

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY

758 Pacific Avenue, San Francisco, CA 94133

☐ YES ☒ NO

This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.

MO

DAY

YEAR

☐ YES ☒ NO

Are you a 100% rated disabled veteran who was compensated at 100% by the Department of Veterans Affairs or an unmarried surviving spouse of a 100% rated disabled veteran?

MAIL PROPERTY TAX INFORMATION TO (NAME)

Chinatown Community Development Center, a California nonprofit public benefit co

MAIL PROPERTY TAX INFORMATION TO (ADDRESS)

615 Grant Avenue

CITY

San Francisco

STATE

CA

ZIP CODE

94108

PART 1. TRANSFER INFORMATION

Please complete all statements.

YES NO This section contains possible exclusions from reassessment for certain types of transfers.

- ☐ ☒ A. This transfer is solely between spouses (addition or removal of a spouse, death of a spouse, divorce settlement, etc.).
- ☐ ☒ B. This transfer is solely between domestic partners currently registered with the California Secretary of State (addition or removal of a partner, death of a partner, termination settlement, etc.).
- ☐ ☒ C. This is a transfer: ☐ between parent(s) and child(ren) ☐ between grandparent(s) and grandchild(ren).
Was this the transferor/grantor's principal residence? ☐ YES ☐ NO
- ☐ ☒ D. This transfer is the result of a cotenant's death. Date of death _____
- ☐ ☒ E. This transaction is to replace a principal residence owned by a person 55 years of age or older.
- ☐ ☒ F. This transaction is to replace a principal residence by a person who is severely disabled.
- ☐ ☒ G. This transaction is to replace a principal residence substantially damaged or destroyed by a wildfire or natural disaster for which the Governor proclaimed a state of emergency.
- ☐ ☒ H. This transaction is only a correction of the name(s) of the person(s) holding title to the property (e.g., a name change upon marriage).
If YES, please explain: _____
- ☐ ☒ I. The recorded document creates, terminates, or reconveys a lender's interest in the property.
- ☐ ☒ J. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (e.g., cosigner). If YES, please explain: _____
- ☐ ☒ K. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.
- ☐ ☒ L. This is a transfer of property:
- ☐ ☒ 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of
☐ the transferor, and/or ☐ the transferor's spouse ☐ registered domestic partner.
- ☐ ☒ 2. to/from an irrevocable trust for the benefit of the
☐ creator/grantor/trustor and/or ☐ grantor's/trustor's spouse ☐ grantor's/trustor's registered domestic partner.
- ☐ ☒ M. This property is subject to a lease with a remaining lease term of 35 years or more including written options.
- ☐ ☒ N. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.
- ☐ ☒ O. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions, or restrictions imposed by special nonprofit corporations.
- ☐ ☒ P. This transfer is to the first purchaser of a new building containing a ☐ leased ☐ owned active solar energy system.
- ☐ ☒ Q. Other. This transfer is to _____

* Please refer to the instructions for Part 1. Please provide any other information that will help the Assessor understand the nature of the transfer.

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION

PART 2. OTHER TRANSFER INFORMATION

Check and complete as applicable.

A. Date of transfer, if other than recording date: _____

B. Type of transfer:

- ☒ Purchase ☐ Foreclosure ☐ Gift ☐ Trade or exchange ☐ Merger, stock, or partnership acquisition (Form BOE-100-B)
☐ Contract of sale. Date of contract: _____ ☐ Inheritance. Date of death: _____
☐ Sale/leaseback ☐ Creation of a lease ☐ Assignment of a lease ☐ Termination of a lease. Date lease began: _____
 Original term in years (including written options): _____ Remaining term in years (including written options): _____
☐ Other. Please explain: _____

C. Only a partial interest in the property was transferred. ☐ YES ☒ NO If YES, indicate the percentage transferred: _____ %**PART 3. PURCHASE PRICE AND TERMS OF SALE**

Check and complete as applicable.

A. Total purchase price. \$ 2,000,000.00B. Cash down payment or value of trade or exchange excluding closing costs. Amount \$ 2,000,000.00

C. First deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____ Amount \$ _____

☐ FHA (____ Discount Points) ☐ Cal-Vet ☐ VA (____ Discount Points) ☐ Fixed rate ☐ Variable rate
☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller☐ Balloon payment \$ _____ Due date: _____

D. Second deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____ Amount \$ _____

☐ Fixed rate ☐ Variable rate ☐ Bank/Saving & Loan/Credit Union ☐ Loan carried by seller
☐ Balloon payment \$ _____ Due date: _____E. Was an Improvement Bond or other public financing assumed by the buyer? ☐ YES ☐ NO Outstanding balance \$ _____

F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price \$ _____

G. The property was purchased: ☐ Through real estate broker. Broker name: _____ Phone Number: (____) _____☐ Direct from seller ☐ From a family member-Relationship _____☐ Other. Please explain: _____

H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.

PART 4. PROPERTY INFORMATION

Check and complete as applicable.

A. Type of property transferred

- ☐ Single-family residence ☐ Co-op/Own-your-own ☐ Manufactured home
☐ Multiple-family residence. Number of units: _____ ☐ Condominium ☐ Unimproved lot
☐ Other. Description: (i.e., timber, mineral, water rights, etc.) ☐ Timeshare ☒ Commercial/Industrial

B. ☐ YES ☒ NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.

If YES, enter the value of the personal/business property: \$ _____ Incentives \$ _____

C. ☐ YES ☒ NO A manufactured home is included in the purchase price.

If YES, enter the value attributed to the manufactured home: \$ _____

☐ YES ☐ NO The manufactured home is subject to local property tax. If NO, enter the decal number: _____D. ☒ YES ☐ NO The property produces rental or other income.If YES, the income is from: ☒ Lease/rent ☐ Contract ☐ Mineral rights ☐ Other: _____E. The condition of the property at the time of sale was: ☒ Good ☐ Average ☐ Fair ☐ Poor

Please describe: _____

CERTIFICATION

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF BUYER/TRANSFeree OR CORPORATE OFFICER

DATE

TELEPHONE

NAME OF BUYER/TRANSFeree/LEGAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT)

TITLE

EMAIL ADDRESS

RITA LIN ESROW OFFICER

8/2/2023

(415) 722-2947

The Assessor's office may contact you for additional information regarding this transaction.



CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF THE ASSESSOR-RECORDER

TRANSFER TAX AFFIDAVIT

FOR RECORDER'S USE ONLY
Document Number:

NOTICE: ANY MATERIAL MISREPRESENTATION OF FACT IN THIS AFFIDAVIT IS A MISDEMEANOR UNDER SAN FRANCISCO BUSINESS AND TAX REGULATIONS CODE SECTION 1116. ANY PERSON WHO MAKES SUCH A MISREPRESENTATION IS SUBJECT TO PROSECUTION FOR SUCH OFFENSE.

The information provided in this affidavit shall be maintained confidential to the extent provided in Section 1118 of the San Francisco Business and Tax Regulations Code.

1. PROPERTY LOCATION – ASSESSOR'S PARCEL NUMBER (APN): Block: 0161 Lot: 014
Street Address: 758 Pacific Avenue, San Francisco CA 94133
2. NAME OF GRANTEE: C.C.D.C. NAME OF GRANTOR: Arey K. Mew 1990 Revocable Trust
3. IS THIS A FORECLOSURE / DEED IN LIEU OF FORECLOSURE OR A TRUSTEE SALE?
☐ Yes (Complete this section) ☒ No (Proceed to #4)
Is the Grantee the foreclosing Beneficiary? ☐ Yes (Complete 3a) ☐ No (Complete 3b)
a. If yes, calculate:
Amount paid in excess of the amount of unpaid debt discharged (Including Costs; if less than \$0, enter \$0) \$ _____
plus Unpaid debt remaining on the property assumed by grantee \$ _____
equals Taxable Basis (enter amount on Line 10a) \$ _____
b. If no, calculate:
Total amount paid at trustee sale \$ _____
plus Unpaid debt remaining on the property assumed by grantee \$ _____
equals Taxable Basis (enter amount on Line 10a) \$ _____
4. IS THIS A LEASE? ☐ Yes (Complete this section) ☒ No (Proceed to #5)
a. Is the remaining term of the lease including renewal options equal to or greater than 35 years?
☐ Yes (Complete i and ii) ☐ No (No transfer tax is due)
i. If yes, submit copy of lease or summary of the financial terms
ii. Consideration or Value of leasehold interest: \$ _____; enter amount on line 10a
5. IS THIS A QUALIFYING RENT-RESTRICTED AFFORDABLE HOUSING TRANSFER UNDER THE COMMUNITY OPPORTUNITY TO PURCHASE ACT (COPA)? ☐ Yes ☒ No (Proceed to #6)
If yes, a certificate from the Mayor's Office of Housing and Community Development confirming the transfer qualifies under Section 41B.6 of the Administrative Code must be submitted
6. IS THIS AN UNRECORDED TRANSFER UNDER SECTION 1111(d) OF THE SAN FRANCISCO BUSINESS AND TAX REGULATIONS CODE? ☐ Yes (Complete this section) ☒ No (Proceed to #7)
a. If yes, date of transfer: _____
b. Fair market value of realty: \$ _____ Enter amount on line 10b

7. IS THIS A TRANSFER INVOLVING A LEGAL ENTITY/TRUST IN WHICH THE PROPORTIONAL OWNERSHIP INTEREST REMAINS THE SAME BEFORE AND AFTER THE TRANSFER?

☐ Yes (No tax due) ☒ No (Proceed to #8)

Note: Transfers involving legal entities in which a proportional interest exemption is claimed **must** provide copies of formation documents, such as LLC Operating Agreement, Partnership Agreement, Certificate of Shareholders, etc. in all cases other than transferring to the individual's own trust wherein the name of the trust contains that of the individual.

8. IS THIS A GIFT, INHERITANCE, OR OTHER TRANSFER FOR NO CONSIDERATION IN WHOLE OR IN PART?

☐ Yes (Complete this section) ☒ No (Proceed to #9)

☐ Gift ☐ Inheritance ☐ Add/Release co-signer ☐ Other _____

Date of Transfer/Date of Death: _____

Fair market value on date of transfer/death: \$ _____

Name of Grantor/Donor/Decedent: _____

Name of Grantee/Recipient: _____

Amount paid for any portion of transferred property: \$ _____; enter amount on Line 10a

9. DO YOU CONTEND THAT NO TRANSFER TAX IS DUE FOR A REASON NOT EXPLAINED ABOVE?

☒ No (Proceed to #10)

☐ Yes - Provide full explanation why you contend no transfer tax is due (use additional papers if necessary).

10. TAXABLE TRANSACTIONS

Complete the following and calculate the tax below:

a. Consideration Paid \$ 2,000,000.00
(including value of any lien or encumbrance remaining thereon at the time of transfer)

b. Fair Market Value \$ _____

c. Documentary Transfer Tax (Payment Due) \$ 15,000.00

TRANSFER TAX – Imposed per Article 12-C of San Francisco Business and Tax Regulations Code	
If entire consideration or value is:	Tax rate for entire consideration or value is:
More than \$100 but less than/equal to \$250,000	\$2.50 for each \$500 or portion thereof
More than \$250,000 but less than \$1,000,000	\$3.40 for each \$500 or portion thereof
\$1,000,000 or more but less than \$5,000,000	\$3.75 for each \$500 or portion thereof
\$5,000,000 or more but less than \$10,000,000	\$11.25 for each \$500 or portion thereof
\$10,000,000 or more but less than \$25,000,000	\$27.50 for each \$500 or portion thereof
\$25,000,000 or more	\$30.00 for each \$500 or portion thereof

Note: The maximum tax rate for qualified transfers under the Community Opportunity to Purchase Act is \$3.75 per \$500 or portion thereof, per §1108.6 of Article 12-C of San Francisco Business and Tax Regulations Code.

11. CONTACT INFORMATION

a. Name of contact person: Bo Han

b. Telephone number: (415) 722-2947

c. Mailing address: 615 Grant Ave. SF CA 94108

I DECLARE OR AFFIRM UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

x

Malcolm Yeung, Executive Director

Signature of Filer

Print Name and Title of Filer

San Francisco, Ca

x

8/3/2023

Place of Execution (City, County, State)

Date of Execution

SEC. 812. CHINATOWN RESIDENTIAL NEIGHBORHOOD COMMERCIAL DISTRICT.



New Ordinance Notice

Publisher's Note: This section has been **AMENDED** by new legislation (Ord. [264-22](#), approved 12/22/2022, effective 1/22/2023). The text of the amendment will be incorporated under the new section number when the amending legislation is effective.

The Chinatown Residential Neighborhood Commercial District extends along Stockton Street between Sacramento and Broadway and along Powell Street between Washington Street and Broadway. It is generally west and uphill from Grant Avenue and is close to the relatively intensely developed residential areas of lower Nob and Russian Hills. Stockton Street is a major transit corridor which serves as “Main Street” for the Chinatown neighborhood. Both Stockton and Powell Streets contain a significant amount of housing as well as major community institutions supportive to Chinatown and the larger Chinese community. This daytime-oriented district provides local and regional specialty food shopping for fresh vegetables, poultry, fish, and meat. Weekends are this area’s busiest shopping days.

Because Stockton Street is intended to remain principally in its present character, the Stockton Street controls are designed to preserve neighborhood-serving uses and protect the residential livability of the area. The controls promote new residential development compatible with existing small-scale mixed-use character of the area. Consistent with the residential character of the area, commercial development is directed to the ground story. Daytime-oriented use is protected and tourist-related uses and financial services are limited.

Housing development in new and existing buildings is encouraged above the ground floor. Institutional uses are also encouraged. Existing residential units are protected by limits on demolition and conversion. Accessory Dwelling Units are permitted within the district pursuant to subsection 207(c)(4) of this Code.

Table 812

CHINATOWN RESIDENTIAL NEIGHBORHOOD COMMERCIAL DISTRICT

ZONING CONTROL TABLE

		Chinatown Residential Neighborhood Commercial District
Zoning Category	§ References	Controls
		Chinatown Residential Neighborhood Commercial District
Zoning Category	§ References	Controls
BUILDING STANDARDS		
Massing and Setbacks		
Height and Bulk Limits	§§ 102, 105, 106, 250 - 252, 254, 260, 263.4, 270, 271. See also Height and Bulk District Maps	40-X, 50-N, 65-N, 65-85-N, & 110-G. P up to 35 feet; C above 35 feet. See Height and Bulk Map for more information.
5 Foot Height Bonus for Active Ground Floor Uses	§ 263.20	Not Permitted
Rear Yard	§§ 130, 134, 134.1, 136	No more than 75% of lot coverage at the lowest level occupied by a dwelling. Location of open space may be modified per § 134.1.
Sun Access Setbacks	§ 132.3	15 ft. at specified heights
Front Setback and Side Yard	§§ 130, 131, 132, 133	Not Required.
Street Frontage and Public Realm		

Streetscape and Pedestrian Improvements	§ 138.1	Required
Street Frontage Requirements	§ 145.1	Required
Maximum Street Frontage [per building]	§ 145.3	P up to 50 feet; C required for more than 50 feet
Ground Floor Commercial	§ 145.4	Not Required
Vehicular Access Restrictions	§ 155(r)	All alleyways in the Chinatown Mixed Use Districts; and Columbus Avenue between Washington and North Point Streets.
Miscellaneous		
Lot Size (Per Development)	§ 121.3	P up to 5,000 sq. ft.; C 5,001 sq. ft. & above
Planned Unit Development	§ 304	C
Awning	§ 136.1	P
Canopy, or Marquee	§ 136.1	NP
Signs	§§ 602 - 604, 607.2, 608.1, 608.2	As permitted by § 607.2
General Advertising Signs	§§ 262, 602, 604, 608, 609, 610, 611	NP
Design Guidelines	General Plan Commerce and Industry Element	Subject to the Urban Design Guidelines

Zoning Category	§ References	Controls		
Zoning Category	§ References	Controls		
RESIDENTIAL STANDARDS AND USES				
Development Standards				
Usable Open Space [Per Dwelling Unit]	§§ 135, 136	48 sq. ft.		
Off-Street Parking, Residential	§§ 150, 151.1, 153 - 156, 166, 167, 204.5, 303	P up to one car for each two Dwelling Units; C for up to .75 cars for each Dwelling Unit, subject to the criteria and procedures of Sections 303(u) and 151.1(e), NP above 0.75 cars for each Dwelling Unit (1)		
Dwelling Unit Mix	§ 207.6	Not Applicable		
Use Characteristics				
Single Room Occupancy	§ 102	P		
Student Housing	§ 102	P		
Residential Uses		Controls by Story		
		1st	2nd	3rd+
Residential Uses		P	P	P
Accessory Dwelling Unit Density	§§ 102, 207(c) (4)	Accessory Dwelling Units are permitted to be constructed within an existing building zoned for residential use or within an existing and authorized auxiliary structure on the same lot, provided that it does not eliminate or reduce a ground-story retail or commercial space.		
Dwelling Unit Density	§ 207	Up to 1 unit per 200 sq. ft. lot area.		
Group Housing Density	§§ 208, 890.88(b)	1 bedroom per 140 sq. ft. lot area		
Homeless Shelters Density	§§ 102, 208	Density limits regulated by the Administrative Code		

Senior Housing Density	§§ 102, 202.2(f), 207	P up to twice the number of Dwelling Units otherwise permitted as a Principal Use in the district and meeting all the requirements of § 202.2(f)(1). C up to twice the number of Dwelling Units otherwise permitted as a Principal Use in the district and meeting all requirements of § 202.2(f)(1), except for § 202.2(f)(1)(D)(iv), related to location.		
Loss of Dwelling Units		Controls by Story		
		1st	2nd	3rd+
Residential Conversion, Demolition or Merger	§ 317	C	C	C
Residential Hotel Conversion, Demolition or Merger	Ch. 41 Admin. Code	NP	NP	NP

Zoning Category	§ References	Controls
Zoning Category	§ References	Controls
NON-RESIDENTIAL STANDARDS		
Development Standards		
Floor Area Ratio	§§ 102, 123, 124	1.0 to 1
Use Size	§ 121.4	P up to 2,500 sq. ft.; C 2,501 to 4,000 sq. ft.
Open Space	§ 135.1	1 sq. ft. for every 50 sq. ft. of building over 10,000 sq. ft.
Off-Street Parking, Non-Residential	§§ 145.1, 150, 151.1, 153 - 156, 166, 204.5	No car parking required. Limits set forth in Section 151.1. Bike parking required per Section 155.2. Car share spaces required when a project has 25 or more parking spaces per § 166.
Off-Street Freight Loading	§§ 150, 152, 153 - 155, 161, 204.5	None required if gross floor area is less than 10,000 sq. ft.
Commercial Use Characteristics		
Drive-up Facility	§ 102	NP
Formula Retail	§§ 102, 303.1	C(2)
Hours of Operation	§ 102	P 6 a.m. - 11 p.m.; C 11 p.m. - 2 a.m.
Maritime Use	§ 102	NP
Open Air Sales	§ 102	P
Outdoor Activity Area	§§ 102, 145.2	P in front, C elsewhere
Walk-up Facility	§ 102	P if recessed 3 ft., C otherwise

Zoning Category	§ References	Controls		
Zoning Category	§ References	Controls		
NON-RESIDENTIAL USES		Controls by Story		
		1st	2nd	3rd+
Agricultural Use Category				
Agriculture, Industrial	§§ 102, 202.2(c)	NP	NP	NP
Agriculture, Large Scale Urban	§§ 102, 202.2(c)	C	C	C
Agriculture, Neighborhood	§§ 102, 202.2(c)	P	P	P
Automotive Use Category				
Automotive Uses*	§§ 102, 202.5	NP	NP	NP

Electric Vehicle Charging Location	§§ 102, 202.2(b), 202.13	C(4) ¹	C(4)	C(4)
Parking Garage, Private	§ 102	C	C	C
Parking Lot, Private	§ 102	C	C	C
Parking Lot, Public	§ 102	C	NP	NP
Entertainment, Arts and Recreation Use Category				
Entertainment and Recreation Uses*	§§ 102, 202.4	NP	NP	NP
Movie Theater	§ 102	C	NP	NP
Open Recreation Area	§ 102	C	C	C
Passive Outdoor Recreation	§ 102	C	C	C
Industrial Use Category				
Industrial Uses*	§§ 102, 202.2(d)	NP	NP	NP
Institutional Use Category				
Institutional Uses*	§ 102	P	P	P
Hospital	§ 102	C	C	C
Medical Cannabis Dispensary	§ 102	NP	NP	NP
Public Facilities	§ 102	C	C	C
Sales and Service Use Category				
Retail Sales and Service Uses*	§§ 102, 202.2(a), 202.3	P	NP	NP
Adult Business	§ 102	NP	NP	NP
Adult Sex Venue	§ 102	NP	NP	NP
Animal Hospital	§ 102	NP	NP	NP
Bar	§ 102	C	NP	NP
Cannabis Retail	§§ 102, 202.2(a)	NP	NP	NP
Flexible Retail	§§ 102, 202.9	P	NP	NP
Gift Store– Tourist Oriented	§ 102	NP	NP	NP
Hotel	§ 102	NP	NP	NP
Jewelry Store	§ 102	C	NP	NP
Kennel	§ 102	NP	NP	NP
Massage Establishment	§§ 102, 204, 803	P	NP(3)	NP(3)
Mortuary	§ 102	C	C	NP
Motel	§§ 102, 202.2(a)	NP	NP	NP
Restaurant	§ 102	P(2)	NP	NP
Retail Workspace	§ 102	NP	NP	NP
Services, Financial	§ 102	C	NP	NP
Services, Fringe Financial	§ 102	NP	NP	NP
Services, Limited Financial	§ 102	C	NP	NP
Storage, Self	§ 102	NP	NP	NP
Tobacco Paraphernalia Store	§ 102	C	NP	NP
Trade Shop	§ 102	P	C	NP
Non-Retail Sales and Service*	§ 102	NP	NP	NP
Design Professional	§ 102	P	NP	NP
Trade Office	§ 102	P	NP	NP
Utility and Infrastructure Use Category				
Utility and Infrastructure*	§ 102	C	C	C
Power Plant	§ 102	NP	NP	NP
Public Utilities Yard	§ 102	NP	NP	NP

Wireless Telecommunications Services Facility	§ 102	P	P	P

* Not listed below

(1) Installation of a garage in an existing residential building of four or more units requires a mandatory discretionary review by the Planning Commission; Section 311 notice is required for a building of less than four units. In approving installation of the garage, the Commission shall find that:

(a) the proposed garage opening/addition of off-street parking will not cause the “removal” or “conversion of residential unit,” as those terms are defined in Section 317 of this Code;

(b) the proposed garage opening/addition of off-street parking will not substantially decrease the livability of a dwelling unit without increasing the floor area in a commensurate amount;

(c) the building has not had two or more “no-fault” evictions, as defined in Section 37.9(a)(7) through (9) and (11) through (12) of the Administrative Code, with each eviction associated with a separate unit(s) within the past ten years; and

(d) the proposed garage/addition of off-street parking installation is consistent with the Priority Policies of Section 101.1 of this Code.

Prior to the Planning Commission hearing, or prior to issuance of notification under Section 311(c)(2) of this Code, the Planning Department shall require a signed affidavit by the project sponsor attesting to (a), (b), and (c) above, which the Department shall independently verify. The Department shall also have made a determination that the project complies with (d) above.

(2) Formula Retail Restaurants and Limited Restaurants are NP in all Chinatown MUDs.

(3) P if accessory to a Hotel, Personal Service or Health Service.

(4)¹ P where existing use is any Automotive Use.

(Added by Ord. 131-87, App. 4/24/87; amended by Ord. 115-90, App. 4/6/90; Ord. 275-05, File No. 051250, App. 11/30/2005; Ord. 289-06, File No. 050176, App. 11/20/2006; Ord. 269-07, File No. 070671, App. 11/26/2007; Ord. 244-08, File No. 080567, App. 10/30/2008; Ord. 139-09, File No. 090402, App. 7/2/2009; Ord. 77-10, File No. 091165, App. 4/16/2010; Ord. [66-11](#), File No. 101537, App. 4/20/2011, Eff. 5/20/2011; Ord. [75-12](#), File No. 120084, App. 4/23/2012, Eff. 5/23/2012; Ord. [56-13](#), File No. 130062, App. 3/28/2013, Eff. 4/27/2013; Ord. [287-13](#), File No. 130041, App. 12/26/2013, Eff. 1/25/2014; Ord. [232-14](#), File No. 120881, App. 11/26/2014, Eff. 12/26/2014; Ord. [235-14](#), File No. 140844, App. 11/26/2014, Eff. 12/26/2014; Ord. [14-15](#), File No. 141210, App. 2/13/2015, Eff. 3/15/2015; Ord. [20-15](#), File No. 110548, App. 2/20/2015, Eff. 3/22/2015; Ord. [73-15](#), File No. 141303, App. 5/28/2015, Eff. 6/27/2015; redesignated and amended by Ord. [162-15](#), File No. 150805, App. 9/18/2015, Eff. 10/18/2015; amended by Ord. [33-16](#), File No. 160115, App. 3/11/2016, Eff. 4/10/2016; Ord. [162-16](#), File No. 160657, App. 8/4/2016, Eff. 9/3/2016; Ord. [166-16](#), File No. 160477, App. 8/11/2016, Eff. 9/10/2016; Ord. [217-16](#), File No. 160424, App. 11/10/2016, Eff. 12/10/2016; Ord. [99-17](#), File No. 170206, App. 5/19/2017, Eff. 6/18/2017; Ord. [229-17](#), File No. 171041, App. 12/6/2017, Eff. 1/5/2018; Ord. [213-18](#), File No. 180319, App. 9/14/2018, Eff. 10/15/2018; Ord. [277-18](#), File No. 180914, App. 11/20/2018, Eff. 12/21/2018; Ord. [311-18](#), File No. 181028, App. 12/21/2018, Eff. 1/21/2019; Ord. [208-19](#), File No. 190594, App. 9/20/2019, Eff. 10/21/2019; Ord. [63-20](#), File No. 200077, App. 4/24/2020, Eff. 5/25/2020; Ord. [54-21](#), File No. 201326, App. 4/23/2021, Eff. 5/24/2021; Ord. [136-21](#), File No. 210674, App. 8/4/2021, Eff. 9/4/2021; Ord. [233-21](#), File No. 210381, App. 12/22/2021, Eff. 1/22/2022; Ord. [37-22](#), File No. 211263, App. 3/14/2022, Eff. 4/14/2022; Ord. [75-22](#), File No. 220264, App. 5/13/2022, Eff. 6/13/2022; Ord. [190-22](#), File No. 220036, App. 9/16/2022, Eff. 10/17/2022; Ord. [248-23](#), File No. 230446, App. 12/14/2023, Eff. 1/14/2024; Ord. [249-23](#), File No. 230701, App. 12/14/2023, Eff. 1/14/2024)

AMENDMENT HISTORY

Zoning Control Table: .74A and .74B added; Ord. [66-11](#), Eff. 5/20/2011. Zoning Control Table: .41, .43, and .44 amended, former category .42 deleted; Ord. [75-12](#), Eff. 5/23/2012. Zoning Control Table: .45 and .54 amended; Specific Provisions: 812.54 added; Ord. [56-13](#), Eff. 4/27/2013. Zoning Control Table: .39a and .39b amended; Ord. [287-13](#), Eff. 1/25/2014. Specific Provisions: former category 812.71 deleted, Ord. [232-14](#), Eff. 12/26/2014. Specific Provisions: 812.54 amended; Ord. [235-14](#), Eff. 12/26/2014. Zoning Control Table: .92b added; Ord. [14-15](#), Eff. 3/15/2015. Zoning Control Table: .15, .16, and .17 amended; Ord. [20-15](#), Eff. 3/22/2015. Zoning Control Table: .54 amended; Specific Provisions: 812.54 amended; Ord. [73-15](#), Eff. 6/27/2015. Section redesignated (formerly Sec. 812.1); introductory material amended; Zoning Control Table: .91 amended; Specific Provisions: 812.91 added; Ord. [162-15](#), Eff. 10/18/2015. Zoning Control Table: former categories .38a, .38b, .39a, and .39b deleted, .97 and .98 added; Ord. [33-16](#), Eff. 4/10/2016. Specific Provisions: 812.91 amended; Ord. [162-16](#), Eff. 9/3/2016. Zoning Control Table: .99 added; Ord. [166-16](#), Eff. 9/10/2016. Zoning Control Table: .30 amended; Ord. [217-16](#), Eff. 12/10/2016. Zoning Control Table: .22 and .94 amended; Ord. [99-17](#), Eff. 6/18/2017. Zoning Control Table: .75 added; Ord. [229-17](#), Eff. 1/5/2018. Zoning Control Table: .75 and .83 deleted; Ord. [213-18](#), Eff. 10/15/2018. Zoning Control Table: .23 and .94 amended; Ord. [277-18](#), Eff. 12/21/2018. Zoning Control Table: .23 and .94 amended; Ord. [311-18](#), Eff. 1/21/2019. Introductory material amended; Zoning Control Table replaced; Notes (1)-(2) added; Specific Provisions table deleted; Ord. [208-19](#), Eff. 10/21/2019. Zoning Control Table and Notes (1)(c) and (2) amended; Ord. [63-20](#), Eff. 5/25/2020. First introductory paragraph and Zoning Control Table amended; Ord. [54-21](#), Eff. 5/24/2021. Note (1) amended; Ord. [136-21](#), Eff. 9/4/2021. Zoning Control Table amended; Note (3) added; Ord. [233-21](#), Eff. 1/22/2022. Zoning Control Table and Note (3) amended; Ord. [37-22](#), Eff. 4/14/2022. Zoning Control Table amended; Ord. [75-22](#), Eff. 6/13/2022. Zoning Control Table amended; Note (4)¹ added; Ord. [190-22](#), Eff. 10/17/2022. Zoning Control Table amended; Ord. [248-23](#), Eff. 1/14/2024. Zoning Control Table amended; Ord. [249-23](#), Eff. 1/14/2024.

CODIFICATION NOTE

1. Note “(4)” is referenced as Note “(3)” in Ord. [190-22](#). The note was redesignated by the codifier because a note designated as “(3)” had previously been added to this section by Ord. 233-21.



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 · Fax: 415.252.3112

Filing Information

Record Number	Status	
SFEC126F00015 37	BOS Legislative Clerk Acceptance	
SFEC126f Form Type	File Number (BOS)	
126f4 BOS	260793	
Type of Filing		
Original		

Contractor Information

Contractor Name	Contractor Email	
New Asia Housing L.P.	bo.han@chinato wncdc.org	
Contractor Phone #	International Address?	
(415) 984- 1450	No	
Contractor Address (US)	Contractor City and State	
615 Grant Avenue	San Francisco - CA	
Contractor Zip Code	Country	
94108	United States of America	

Contract Information	
Contract Amount	\$17,339,653.00
Description of Amount of Contract	Up to \$13,666,153 in Predevelopment Loans for 758 + 772 Pacific Avenue. Funding sources include (2019 General Obligation Bond for Affordable Housing, Housing Trust Fund, 722 Montgomery Donation, HOME Funds), Residential Ground Lease
Contract Description	Predevelopment Loan Agreement (up to \$13,666,153), Residential Ground Lease (\$15,100 per year for up to 99 years), and Purchase and Sale Agreement (\$2,1786,000,00), for 100% Affordable Senior housing and associated community-serving commercial space.

City Agency - Departmental Contact Information	
Departmental Contact	Omar Masry Departmental Contact Phone # +16286527393
Full Department Name	MYR - Mayor's Office

Contract Approval	
Mayoral Approval Not Required	false

Affiliates and subcontractors

Entity Type	First Name	Last Name	Entity or Sub/Contractor Name
CEO	Malcolm	Yeung	Chinatown Community Development Center
CFO	Hiu Yee (Cindy)	Louie	Chinatown Community Development Center
COO	Matthias	Mormino	Chinatown Community Development Center
Board of Directors	Tommy	Chan	Chinatown Community Development Center
Board of Directors	Claudine	Cheng	Chinatown Community Development Center
Board of Directors	Gregory	Chin	Chinatown Community Development Center
Board of Directors	Jane	Chin	Chinatown Community Development Center
Board of Directors	James	Fagler	Chinatown Community Development Center
Board of Directors	Donald	Falk	Chinatown Community Development Center
Board of Directors	Irene	Hilton	Chinatown Community Development Center
Board of Directors	Guy	Hollins	Chinatown Community Development Center
Board of Directors	Cynthia	Huie	Chinatown Community Development Center
Board of Directors	Joanne	Lee	Chinatown Community Development Center
Board of Directors	Olson	Lee	Chinatown Community Development Center
Board of Directors	Barbara	Lin	Chinatown Community Development Center
Board of Directors	John	Moon	Chinatown Community Development Center
Board of Directors	Anton	Qui	Chinatown Community Development Center
Board of Directors	Maggie	Shortes	Chinatown Community Development Center
Board of Directors	Rosa	Wong Chie Truong	Chinatown Community Development Center
Board of Directors	Dennis	Yee	Chinatown Community Development Center
Board of Directors	Fady	Zoubi	Chinatown Community Development Center



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Record Number	Status	
SFEC126F00015 38	BOS Legislative Clerk Acceptance	
SFEC126f Form Type	File Number (BOS)	
126f4 BOS	260793	
Type of Filing		
Original		

Contractor Information

Contractor Name	Contractor Email	
CCDC New Asia Commercial LLC	bo.han@chinato wncdc.org	
Contractor Phone #	International Address?	
(415) 984- 1450	No	
Contractor Address (US)	Contractor City and State	
615 Grant Avenue	San Francisco - CA	
Contractor Zip Code	Country	
94108	United States of America	

Contract Information	
Contract Amount	\$99.00
Description of Amount of Contract	Commercial Ground Lease Agreement for \$1 per year for 75 year term (plus option to extend 24 years)
Contract Description	Commercial Ground Lease Agreement for community-serving commecial space at ground floor, mezzanine, and basement of 758+772 Pacific 100% Affordable Senior Housing.

City Agency - Departmental Contact Information	
Departmental Contact	Departmental Contact Phone
Omar Masry	# +16286527393
Full Department Name	Agency Contact Email
MYR - Mayor's Office	omar.masry@sfgov.org

Contract Approval	
Mayoral Approval Not Required	false

Affiliates and subcontractors

Entity Type	First Name	Last Name	Entity or Sub/Contractor Name
CEO	Malcolm	Yeung	Chinatown Community Development Center
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Board of Directors	Fady	Zoubi	Chinatown Community Development Center

OFFICE OF THE MAYOR
SAN FRANCISCO



DANIEL LURIE
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Dexter Darmali, Legislative & Ethics Secretary
RE: 758 Pacific Avenue and 772 Pacific Avenue - 100% Affordable Housing - Acquisition of Real Property for \$2,178,786 - Amended Loan Agreement Not to Exceed \$13,666,153 - Residential Ground Lease - Commercial Ground Lease
DATE: July 7, 2026

Resolution 1) approving and authorizing the Director of Property, on behalf of the San Francisco Mayor's Office of Housing and Community Development ("MOHCD"), to acquire real property located at 758 Pacific Avenue ("758 Pacific") from New Asia Housing, L.P. ("Residential Borrower") for \$2,178,786 under an Agreement of Purchase and Sale for Real Estate ("Purchase Agreement"); 2) placing 758 Pacific under the jurisdiction of MOHCD for use in constructing affordable housing; 3) approving and authorizing a Third Amendment to Loan Agreement with Residential Borrower in a total amount not to exceed \$13,666,153 ("Loan Agreement") to finance predevelopment costs associated with the Project; 4) approving and authorizing the Director of Property and the Director of MOHCD to enter into a Residential Ground Lease to lease a portion of 758 Pacific and 772 Pacific (together, the "Residential Property") to Residential Borrower for a term of 75 years and one 24-year option to extend and an annual base rent of \$100 plus an annual monitoring and administrative fee of \$15,000 ("Residential Ground Lease") in order to construct a 100% affordable, 175-unit multifamily rental housing development affordable to low-income senior households, including one manager's unit (the "Residential Project"); 5) approving and authorizing the Director of Property and the Director of MOHCD to enter into a Commercial Ground Lease with CCDC New Asia Commercial LLC to lease a portion of 772 Pacific (the "Commercial Property" and together with the Residential Property, the "Property") for a term of 75 years and one 24-year option to extend and an annual base rent of \$1 ("Commercial Ground Lease") in order to construct and operate certain commercial space for community-serving purposes on the Commercial Property (the "Commercial Project" and together with the Residential Project, the "Project"); 6) adopting findings declaring that the Property is "exempt surplus land" pursuant to the California Surplus Lands Act; 7) determining that the less than market rent payable under the Residential Ground Lease and the Commercial Ground Lease will serve a public purpose by providing affordable housing for low-income households in need and community-serving commercial space to the residents of the Project, in accordance with Section 23.30 of the Administrative Code; 8) adopting findings that the Project and proposed transactions are consistent with the General Plan, and the eight priority policies of Planning Code, Section 101.1; and 9) authorizing the Director of Property and/or the Director of MOHCD to make certain modifications to the Purchase Agreement, Loan Agreement, Residential Ground Lease, and Commercial Ground Lease, as defined herein, and take certain actions in furtherance of this Resolution, as defined herein.

Should you have any questions, please contact Adam Thongsavat at adam.thongsavat@sfgov.org