

**FIRST AMENDMENT TO  
LEASE No. L-16697  
Andre-Boudin Bakeries, Inc.,  
A California Corporation**

This Amendment to Lease No. L-16697 (“**Amendment**”) is between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“**City**”), operating through the SAN FRANCISCO PORT COMMISSION (“**Port**”), as landlord, and Andre-Boudin-Bakeries, Inc., a California corporation, as tenant (“**Tenant**”) and is dated for reference purposes only as of December 2, 2021.

**RECITALS**

**A.** Port and Tenant entered Lease No. L-16697 dated for reference purposes only as of September 8, 2020 for use of that certain real property located at Seawall Lot 301 for the premises known as the Chowder Hut restaurant in the City and County of San Francisco (“**Original Lease**”) The Original Lease commenced on January 1, 2021 and will expire on December 31, 2030 (“**Expiration Date**”) (See Port Commission Reso. 20-44 and Board of Supervisor’s Reso. 560-20.) Since January 2010, Tenant had operated the Chowder Hut under Port Lease L-14814 which expired on December 31, 2019, and was on month to month holdover status with the Port’s consent until the Original Lease commenced (“**Prior Lease**”).

**B.** Though Tenant missed the application deadline for rent relief under Port Commission Resolution 20-41, the Port has agreed to waive such application deadline and desires to forgive certain rent payments due to Port in order to address the devastating financial impacts of the COVID-19 pandemic on Tenant’s business. Amending the Original Lease to forgive such amounts is of considerable value to both parties and is intended to improve the financial feasibility of the Lease and preserve Tenant’s ability to continue operations at the Port, while at the same time meeting the Port’s own goals, including protecting its revenue streams and assets; supporting the Port’s maritime mission and its small local business tenants and aligning Port’s and Tenant’s interest in promoting a shared prosperity partnership, and is in the best interests of the Port’s long-term financial health. Port and Tenant agree that due to the missed application deadline, a penalty of ten percent (10%) will be applied to Base Rent paid during the 14-month forgiveness period otherwise available under the program.

**C.** Aside from the missed application deadline, the Port’s Executive Director has determined that Tenant would have qualified for the program had it applied timely and that this Amendment satisfies the requirements of Port Commission Resolution 20-41. Due to the timing of the commencement of the Original Lease during the rent relief period, the Original Lease provides that, any rent relief available to Tenant under Prior Lease would continue to be available to Tenant under the Original Lease.

**D.** Under Board of Supervisors Ordinance 244-20, the Board of Supervisors has waived the requirement for Board of Supervisors approval of this Amendment and the requirement to add certain City ordinances enacted after the effective date of the most recent Lease amendment.

**E.** As material consideration for this Amendment, Tenant must comply with all Original Lease provisions as modified by this Amendment. This Amendment is narrowly tailored to relieve certain Tenant’s rent obligations only and is not intended to excuse, waive, suspend or modify any other provision or obligation of either party under the Original Lease. Except as explicitly provided in this Amendment as to rent, nothing in this Amendment is intended or should be construed to limit, bar or otherwise impede the enforcement of any term or condition

of the Original Lease. The parties agree that each of the terms in this Amendment are material and that Port would not have agreed to this Amendment absent such terms.

**F.** The Original Lease and this Amendment shall collectively be referred to as the “Lease”. All capitalized terms used herein but not otherwise defined shall have the meaning given to them in the Original Lease.

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

## **AGREEMENT**

- 1. Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference as if fully set forth herein.
- 2. Lease Compliance.** Except as explicitly provided in this Amendment, this Amendment does not excuse, waive, suspend or modify any provision or obligation of Tenant under the Original Lease, including without limitation the obligation to pay all amounts owed prior to the Effective Date and does not and shall not be construed to waive any breach of the Original Lease by Tenant, or any of Port's rights thereunder, or to enlarge or increase Port's obligations thereunder. Tenant shall comply with all terms and conditions of the Original Lease as modified by this Amendment, including provisions requiring compliance with applicable Laws, which shall include without limitation, all “back to work” requirements and other workforce-related ordinances, orders, and laws relating to the COVID- 19 pandemic, including those addressing workplace safety and employment rights. Tenant agrees that, in addition to any remedies under the Lease, upon an uncured default by Tenant of any term or condition of the Lease, including without limitation, the terms and conditions of this Amendment, the provisions of Sections 3 and 4 of this Amendment shall automatically terminate and be of no further force or effect as of the date of default. Tenant acknowledges and agrees that compliance with the Lease is a material condition of this Amendment and that Port would not have agreed to this Amendment absent such terms.

**3. Rent Forgiveness.**

(a) For purposes of this Amendment, the “**Forgiveness Period**” is that period beginning on March 1, 2020 and ending on the earlier of: (i) April 30, 2021; or (ii) the last day of the third consecutive calendar month in which Tenant’s percentage rent (or a similarly defined term under the Lease for Port’s participation rent based on Tenant’s revenues) equals or exceeds the base rent otherwise due under the terms of the Lease after the Effective Date of this Amendment. In the case of the Forgiveness Period expiring under (ii) above, base rent for the next month (the fourth (4<sup>th</sup>) month) will be due at the same time as the next percentage rent payment. Tenant’s obligation to pay base rent (or a similarly defined term under the Lease for guaranteed minimum monthly payments) including any late fees and interest on past due amounts is hereby waived and forgiven during the Forgiveness Period; provided that

(i) After the Effective Date and subject to compliance with any order of the SF Health Officer, (A) Tenant must operate for a minimum of ten (10) days per calendar month; provided that Tenant is not required to operate under the following circumstances: (I) until the 61<sup>st</sup> day after the SF Health Officer permits outdoor dining (March 31, 2021); or (II) the Port’s Executive Director in her sole and absolute discretion has waived the operating requirement in writing; and (B) Tenant may be open for any of the following: take-out, outdoor, curbside and/or indoor dining for at least four (4) hours each day for the 10-day minimum; and Tenant provides satisfactory written documentation of compliance with the required open hours upon Port’s request; Tenant pays percentage rent (or a similarly defined term under the Lease for Port’s

participation rent based on Tenant's revenues) in the percentage specified in the Lease during the Forgiveness Period;

(ii) Tenant submits timely reports as required by the Lease including without limitation, monthly and annual revenue reports used to calculate and verify percentage rent due to Port (however such reports are defined in the Lease):

(iii) Tenant must resume normal timely payments of Base Rent on the earlier of May 1, 2021 or the first day of the first calendar month after the third consecutive calendar month in which Tenant's percentage rent (or a similarly defined term under the Lease for Port's participation rent based on Tenant's revenues) equals or exceeds the base rent otherwise due under the terms of the Lease after the Effective Date of this Amendment.

(b) Notwithstanding any other provision of this Amendment, monies received by Tenant from any federal, regional, state or local government-funded financial aid, grant or loan program including without limitation the Paycheck Protection Program, Economic Injury Disaster Loan program, the San Francisco Hardship Emergency Loan Program (SFHELP), Port's Micro-LBE Hardship Emergency Loan Program, or Port's Crab Fisher Assistance Loan Program for the stated purposes of paying rent are not eligible for forgiveness and will be deducted from any forgiveness amount (whether or not actually used to pay rent). Tenant represents and warrants that it has provided and will continuously provide Port with accurate and complete information regarding such funds and further agrees to promptly make its records available to Port for the purpose of determining the accuracy of Tenant's disclosures. If an audit reveals that Tenant has misrepresented any amounts eligible for forgiveness, Tenant will immediately pay such amounts to Port plus interest from the original due date at 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. In addition, Tenant shall pay to Port Three Hundred Dollars (\$300.00) which the parties agree represents a fair and reasonable estimate of the administrative cost and expense which Port will incur by reason of Tenant's misrepresentation. Port's right to impose the foregoing charges shall be in addition to and not in lieu of any and all other rights and remedies of Port under the Lease, at law or in equity.

(c) Tenant agrees to keep Port apprised of its reopening plans and, if applicable, to provide prompt notice of its intent to permanently cease operations on Port property so that the parties can negotiate in good faith for a mutually acceptable termination agreement.

#### **4. Rent Credits.**

##### **4.1. Rent Credit for Base Rent Paid.**

(a) During the Forgiveness Period, the parties acknowledge that, Tenant paid the Port the amount of Thirty-Nine Thousand Seven Hundred Thirty-One Dollars and Eighty-Five Cents (\$39,731.85) in base rent, even though Tenant could have instead deferred such payments under the Port's Covid-19 tenant relief policies in Port Commission Resolutions 20- 18; 20-27 and 20-30 (the "**Excess Rent Amount**") and that Tenant is eligible for a rent credit in such amount, after subtracting any applicable deductions and applying the Excess Rent Amount to pay any balance outstanding prior to March 1, 2020 (the "**Rent Paid Rent Credit**"). For late entry, the Tenant is subject to a penalty of Three Thousand Nine Hundred Seventy-Three Dollars and Nineteen Cents (\$3,973.19). The Rent Paid Rent Credit is Thirty-Five Thousand Seven Hundred Fifty-Eight Dollars and Sixty-Seven Cents (\$35,758.67).

(b) The Rent Paid Rent Credit shall be applied against any rent due (including percentage rent) from March 1, 2020 through April 30, 2021, , but not against any other fee or charge under the Lease, including without limitation any amounts defined as Additional Rent.

5. **Worksheet.** The Worksheet attached as *Exhibit 1* documents the total applicable forgiveness amount (taking into account deductions) and any applicable rent credits. The parties will update the Worksheet as needed and any such revised Worksheet shall be incorporated into this Amendment by countersignature of the parties without further action.

6. **Tax Consequences.** Tenant is solely responsible for seeking advice from its own legal and financial counsel on the relief provided in this Amendment, and for any liabilities that arise therefrom. No such advice has been given by City in any manner and City is not in any way liable for any tax consequences incurred by Tenant arising directly or indirectly from the agreements, terms and/or conditions of this Amendment.

7. **Waiver and Release.** Tenant, for itself and on behalf of its officers, employees, owners, successors, and assigns, if any, and on behalf of its agents and invitees, hereby agrees to fully and forever release and discharge the Port, its agents, employees, departments, commissioners, and officers, from any and all claims, actions, causes of action, liabilities, damages, loss of business or profits, demands, attorneys' fees, expenses and costs (including without limitation court costs) of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, which have existed or may have existed, or which do exist, or which hereafter shall or may exist, and which arise out of or are in any way related to any of the transactions, occurrences, acts or omissions related to the matters described in this Amendment.

As to such claims, 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 understands and acknowledges that, as a consequence of this waiver of Section 1542, even if Tenant should eventually suffer additional or further loss, damages or injury arising out of or in any way related to any of the events which gave rise to this Amendment, Tenant will not be permitted to make any claims to recover for such loss, damages or injury against the City and County of San Francisco, its elective and/or appointive boards, agents, employees, departments, commissioners, and officers, including without limitation the San Francisco Port Commission. Tenant acknowledges that it intends these consequences even as to claims that may exist as of the date of this Amendment but which Tenant does not know exist, and which, if known, would materially affect Tenant's decision to execute this Amendment, regardless of whether Tenant's lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

Provided that Tenant strictly comply with the provisions of this Amendment, Port, for itself and on behalf of its officers, employees, owners, successors, and assigns, if any, and on behalf of its agents and invitees, hereby agrees to fully and forever release and discharge Tenant, its agents and employees from any and all claims, actions, causes of action, liabilities, damages, loss of business or profits, demands, attorneys' fees, expenses and costs (including without limitation court costs) of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, which have existed or may have existed, or which do exist, or which hereafter shall or may exist, and which arise solely out of rent forgiven under this Amendment.

The provisions of this Section 7 shall survive the expiration or earlier termination of the Lease.

8. **Disclosures.** Tenant has received and reviewed the disclosures included in *Exhibit 2*.

**9. City and Port Requirements.**

**9.1.** The following is added as Section 30.26:

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

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

**11. Authority.** Each of the persons executing this Amendment on behalf of Tenant hereby covenants and warrants 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 Amendment, and that each and all of the persons signing on behalf of Tenant are authorized to do so.

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

**13. Effective Date.** This Amendment is effective upon the date of Port’s execution as indicated below. As detailed in the attached Worksheet, after application of the RPRC, Tenant owes Port an amount equal to Three Thousand Nine Hundred Seventy-Three Dollars and Twenty-Three cents (\$3,973.23). Tenant acknowledges and agrees that Port has no obligation to execute this Amendment and this Amendment shall be null and void unless Tenant pays the amount owed no later than December 10, 2021.

**Exhibits**

**Exhibit 1 Worksheet**  
**Exhibit 2 Disclosures**

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

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

DocuSigned by:  
*Rebecca Berassini*  
By: \_\_\_\_\_  
Rebecca Berassini  
Deputy Director, Real Estate and Development

Date Signed: 12/6/2021

**TENANT: ANDRE-BOUDIN BAKERIES, INC.,**  
a California corporation

DocuSigned by:  
*Dan Girardo*  
By: \_\_\_\_\_  
Name: Dan Girardo  
Title: Chairman

Date Signed: 12/6/2021

DocuSigned by:  
*William R. Dozier*  
By: \_\_\_\_\_  
Name: William R. Dozier  
Title: CFO

Date Signed: 12/6/2021

**APPROVED AS TO FORM:**  
**DAVID CHIU, City Attorney**

DocuSigned by:  
*Rona H. Sandler*  
By: \_\_\_\_\_  
Name: Rona Sandler  
Deputy City Attorney

**KB** Amendment Prepared By: Kimberley Beal, Acting Assistant Deputy Director Real Estate  
(initial)

Port Commission Reso. No. 20-41  
Board of Supervisors Ordinance No. 244-20

**EXHIBIT 1  
WORKSHEET**

**[Attachment on following pages]**

**EXHIBIT 1**

**Tenant Name:** Boudin's  
**Minimum Rent:** \$ 19,087.00  
**Percentage Rate:** Multi  
**Balance Owed Prior to 3/1/20:** \$ -

**Sales Data Reported**

A	B	C	D	E	F	G	H	I
Month	Reported Sales	Percentage Rent Due (% of G. R.)	% Rent Invoiced	% Rent to be Billed Once Min. Rent credited (E=C-D)	Min. Rent Billed (to be credited)	Min. Rent Paid (Enter as neg. #)	% Rent Paid (Enter as neg. #)	Total Payments (I=G+H)
Mar-20	102,815.00	9,253.36	1,306.99	7,946.37	0.00	(7,946.37)	(1,306.99)	(9,253.36)
Apr-20	0.00	0.00	0.00	0.00	7,946.37	0.00	0.00	0.00
May-20	27,043.00	2,433.84	2,433.84	0.00	7,946.37	0.00	(2,433.84)	(2,433.84)
Jun-20	231,747.00	20,857.23	12,910.82	7,946.41	7,946.37	0.00	(12,910.82)	(12,910.82)
Jul-20	212,829.00	19,154.58	11,208.21	7,946.37	0.00	(7,946.37)	(11,208.21)	(19,154.58)
Aug-20	267,809.00	24,102.81	16,156.44	7,946.37	0.00	(7,946.37)	(16,156.44)	(24,102.81)
Sep-20	299,331.36	26,939.82	18,993.45	7,946.37	0.00	(7,946.37)	(18,993.45)	(26,939.82)
Oct-20	228,752.66	20,587.74	20,587.74	0.00	0.00	(7,946.37)	(20,587.74)	(28,534.11)
Nov-20	185,677.63	16,710.99	16,710.99	0.00	7,946.37	0.00	(16,710.99)	(16,710.99)
Dec-20	170,800.00	15,372.01	15,372.01	0.00	7,946.37	0.00	(15,372.01)	(15,372.01)
Jan-21	96,841.87	8,715.77	8,715.77	0.00	19,087.00	0.00	(8,715.77)	(8,715.77)
Feb-21	219,661.39	19,769.53	19,769.53	0.00	19,087.00	0.00	(19,769.53)	(19,769.53)
Mar-21	343,093.92	30,878.45	30,878.45	0.00	19,087.00	0.00	(30,878.45)	(30,878.45)
Apr-21	245,169.69	22,065.27	0.00	22,065.27	19,087.00		(22,065.27)	(22,065.27)
<b>TOTAL</b>	<b>2,631,571.52</b>	<b>236,841.40</b>	<b>175,044.24</b>	<b>61,797.16</b>	<b>116,079.85</b>	<b>(39,731.85)</b>	<b>(197,109.51)</b>	<b>(236,841.36)</b>

**Minimum Rent to be Credited** \$ **(116,079.85)**

**Calculations**

Outstanding Balance Prior to 3/1/20	\$0.00
% Rent Due	\$236,841.40
Less: % Rent Paid	(197,109.51)
Less Verified Expenditures (Start-up Rent Credit)	\$0.00
<b>Previous Balance and % Rent Owed</b>	<b>\$39,731.89</b>
Minimum Rent Paid	(39,731.85)
Adj.: 10% penalty for late entry	3,973.19
Adj.: Government Aid for Rent Received	\$0.00
<b>Adjusted Rent Paid</b>	<b>(\$35,758.67)</b>
Minimum Rent Owed	\$0.00
% Rent Owed	\$39,731.89
Less Adjusted Rent Paid	(35,758.67)
<b>Amount Due</b>	<b>\$3,973.23</b>

L-14814  
L-16697

Initial Port: <sup>DS</sup> KB

Tenant: <sup>DS</sup> <sup>DS</sup> WRD



**EXHIBIT 2**  
**DISCLOSURES**

**1. Federal Emergency Management Agency.** *Schedule 3* of the Lease is replaced with *Schedule 3* attached hereto.

**2. Accessibility Inspection Disclosure.**

California law 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 has not been inspected by a CASp and Port shall have no liability or responsibility to make any repairs or modifications to the Premises in order to comply with accessibility standards. The following disclosure is required by law:

“A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.”

Initial : DS  
KB  
Port: \_\_\_\_\_

Tenant: DS  
DG DS  
WRD  
\_\_\_\_\_

### SCHEDULE 3

#### **FEMA-National Flood Insurance Program Disclosure Notice**

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

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

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

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

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

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


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

San Francisco Floodplain Management Program website:

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

Port Floodplain Management Program Website:  
<https://sfport.com/flood-plain-management-program>

FEMA's NFIP website:  
[www.FloodSmart.gov](http://www.FloodSmart.gov).

Initial :   
Port: \_\_\_\_\_  
Tenant: 