

OFFICE AND WELLNESS CENTER LEASE

between

HV PARTNERS BLOCK 10, LP,
A California limited partnership,
as Landlord

and

CITY AND COUNTY OF SAN FRANCISCO,
as Tenant

For the lease of
a portion of 901 Fairfax Avenue
Hunters View – Phase 2B, Block 10,
San Francisco, California

January 1, 2018

TABLE OF CONTENTS

Page

1. BASIC LEASE INFORMATION1

2. PREMISES3

2.1 Lease Premises.....3

2.2 Common and Shared Spaces.....4

2.3 Disability Access4

3. TERM4

3.1 Term of Lease4

3.2 Commencement Date and Expiration Date.....5

3.3 Delay in Delivery of Possession5

3.4 Extension Option(s)5

4. RENT5

4.1 Base Rent'5

4.2 Adjustments in Base Rent.....6

4.3 Additional Charges6

4.4 Payment of Real Estate Taxes.....6

4.5 Records6

5. USE6

5.1 Permitted Use.....6

5.2 Observance of Rules and Regulations7

5.3 Interference with Access.....7

6. LEASEHOLD IMPROVEMENTS7

6.1 Construction of Improvements; Installation of Furniture, Fixtures and Equipment.....7

6.2 Installation of Telecommunications and Other Equipment8

6.3 Intentionally Omitted.....9

7. ALTERATIONS9

7.1 Alterations by City.....9

7.2 Title to Improvements.....9

7.3 City's Personal Property9

7.4 Alteration by Landlord.....10

8. REPAIRS AND MAINTENANCE10

8.1 Landlord's Repairs10

8.2 City's Repairs10

TABLE OF CONTENTS

Page

8.3 Liens 10

9. UTILITIES AND SERVICES 11

9.1 Landlord's Provision of Utilities 11

9.2 Services 12

9.3 Conservation 12

9.4 Disruption in Essential Utilities or Services 12

10. COMPLIANCE WITH LAWS; PREMISES CONDITION 13

10.1 Premises Condition and Landlord's Compliance with Laws; Indemnity 13

10.2 City's Compliance with Laws; Indemnity 13

10.3 City's Compliance with Insurance Requirements 14

11. SUBORDINATION 14

12. DAMAGE AND DESTRUCTION 15

13. EMINENT DOMAIN 15

13.1 Definitions 15

13.2 General 16

13.3 Total Taking; Automatic Termination 16

13.4 Partial Taking; Election to Terminate 16

13.5 Termination of Lease; Rent and Award 16

13.6 Partial Taking; Continuation of Lease 17

13.7 Temporary Taking 17

14. ASSIGNMENT AND SUBLETTING 17

15. DEFAULT; REMEDIES 17

15.1 Events of Default by City 17

15.2 Landlord's Remedies 18

15.3 Landlord's Default 18

16. INDEMNITIES 18

16.1 City's Indemnity 18

16.2 Landlord's Indemnity 19

17. INSURANCE 19

17.1 City's Self-Insurance 19

17.2 Landlord's Insurance 19

17.3 Waiver of Subrogation 20

TABLE OF CONTENTS

| | <u>Page</u> |
|---|-------------|
| 18. ACCESS BY LANDLORD | 20 |
| 19. ESTOPPEL CERTIFICATES | 20 |
| 20. SURRENDER OF PREMISES | 20 |
| 21. HAZARDOUS MATERIALS | 21 |
| 21.1 Definitions..... | 21 |
| 21.2 Landlord's Representations and Covenants | 21 |
| 21.3 Landlord's Environmental Indemnity | 21 |
| 21.4 City's Covenants | 22 |
| 21.5 City's Environmental Indemnity | 22 |
| 22. SPECIAL PROVISIONS..... | 22 |
| 23. GENERAL PROVISIONS | 22 |
| 23.1 Notices | 22 |
| 23.2 No Implied Waiver | 22 |
| 23.3 Amendments | 23 |
| 23.4 Authority | 23 |
| 23.5 Parties and Their Agents; Approvals | 23 |
| 23.6 Interpretation of Lease | 24 |
| 23.7 Successors and Assigns..... | 24 |
| 23.8 Brokers..... | 24 |
| 23.9 Severability | 25 |
| 23.10 Governing Law | 25 |
| 23.11 Entire Agreement..... | 25 |
| 23.12 Attorneys' Fees..... | 25 |
| 23.13 Holding Over | 25 |
| 23.14 Cumulative Remedies | 26 |
| 23.15 Time of Essence..... | 26 |
| 23.16 Survival of Indemnities..... | 26 |
| 23.17 Signs | 26 |
| 23.18 Quiet Enjoyment and Title..... | 26 |
| 23.19 Bankruptcy..... | 26 |
| 23.20 Transfer of Landlord's Interest..... | 27 |
| 23.21 Non-Liability of City Officials, Employees and Agents | 27 |

TABLE OF CONTENTS

| | <u>Page</u> |
|--|-------------|
| 23.22 MacBride Principles - Northern Ireland | 27 |
| 23.23 Controller's Certification of Funds | 27 |
| 23.24 Prevailing Wages for Construction Work..... | 27 |
| 23.25 Non Discrimination in City Contracts and Benefits Ordinance..... | 28 |
| 23.26 Tropical Hardwood and Virgin Redwood Ban | 29 |
| 23.27 Bicycle Parking Facilities | 29 |
| 23.28 Resource-Efficient City Buildings and Pilot Projects..... | 29 |
| 23.29 Counterparts | 29 |
| 23.30 Effective Date | 30 |
| 23.31 Certification by Landlord..... | 30 |
| 23.32 Sunshine Ordinance | 30 |
| 23.33 Conflicts of Interest..... | 30 |
| 23.34 Notification of Limitations on Contributions | 30 |
| 23.35 Preservative-Treated Wood Containing Arsenic | 31 |
| 23.36 Cooperative Drafting | 31 |

LIST OF EXHIBITS AND SCHEDULES

- EXHIBIT A1 – Floor Plan(s) of Premises
- EXHIBIT A2 – Floor Plan of Building’s Ground Floor and Shared Spaces
- EXHIBIT B – Notice of Commencement Date
- EXHIBIT C – Intentionally Deleted
- EXHIBIT D – Standards for Utilities and Services
- EXHIBIT E – Leasehold Improvements
- EXHIBIT F – Furniture, Fixtures and Equipment
- EXHIBIT G – Wellness Program Services to be Provided by the City
- EXHIBIT H – Janitorial Services

OFFICE AND WELLNESS CENTER LEASE

(HUNTERS VIEW WELLNESS CENTER)

THIS OFFICE AND WELLNESS CENTER LEASE (this "**Lease**"), dated for reference purposes only as of January 1, 2018, is by and between HV PARTNERS BLOCK 10, LP, ("**Landlord**"), and THE CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**" or "**Tenant**").

Landlord and City hereby agree as follows:

1. BASIC LEASE INFORMATION

The following is a summary of basic lease information (the "**Basic Lease Information**"). Each item below shall be deemed to incorporate all of the terms in this Lease pertaining to such item. In the event of any conflict between the information in this Section and any more specific provision of this Lease, the more specific provision shall control.

| | |
|---|--|
| Lease Reference Date: | January 1, 2018 |
| Landlord: | HV PARTNERS BLOCK 10, LP |
| Tenant: | CITY AND COUNTY OF SAN FRANCISCO |
| Building (<u>Section 2.1</u>): | 901 Fairfax Ave, San Francisco, 94124, known as the Community Center of Hunters View Housing Development |
| Premises (<u>Section 2.1</u>): | Unit C of the Community Center of Hunters View Housing Development |
| Rentable Area (<u>Section 2.1</u>): | Rooms A110 [Peers Flex Office], A111 [Large Behavioral Health], A112 [Small Behavioral Health], A112.1 [Waiting/Reception], A113 [Exam Room], and DPH IT Room, comprising approximately 794 rentable square feet on the ground floor of the Building |
| Term (<u>Section 3</u>): | Estimated commencement date: The later of January 1, 2018 or Substantial Completion of Tenant Improvements allowing occupancy Fifteen year term Expiration date: December 31, 2032 |
| Extension Options (<u>Section 3.4</u>): | Automatically extended for one year terms unless written notice of termination given by either party ninety (90) days before expiration of the then current Term |

| | |
|---|---|
| Base Rent (<u>Section 4.1</u>): | Annual Base Rent: \$0.00 per year, in consideration for the benefits and services City will provide to the residents of Hunters View |
| Adjustments in Base Rent (<u>Section 4.2</u>): | 2.5% if applicable |
| City's Percentage Share (<u>Section 4.4</u>): | Not Applicable. |
| Use (<u>Section 5.1</u>): | Community Wellness Center, including general office, examinations, and counseling services |
| Leasehold Improvements (<u>Section 6</u>): | See Exhibit E - Leasehold Improvements and Exhibit F - Furniture, Fixtures, and Equipment List |
| Utilities (<u>Section 9.1</u>): | Landlord shall provide all utilities from 8 a.m. to 5 p.m., Monday through Friday, and excluding San Francisco recognized holidays and City shall pay \$800 per month for water, electric, and gas, and all services, subject to adjustment as provided in Section 9.1. |
| Services (<u>Section 9.2</u>): | Landlord shall provide janitorial service and security at its cost for the Building and Premises. |
| Notice Address of Landlord (<u>Section 23.1</u>): | HV Partners Block 10, LP c/o John Stewart Company, 1388 Sutter Street, 11 th Floor, San Francisco, California 94109 Fax No.: (415) 614-9175 |
| Key Contact for Landlord: | Catherine Etzel, Senior Project Manager |
| Landlord Contact Telephone No.: | (415) 345-4409 |
| With a copy to: | Lubin Olson & Niewiadomski LLP 600 Montgomery St., Floor 14 San Francisco, CA 94111 Attn: Charles R. Olson, Esq. |
| Notice Address for Tenant (<u>Section 23.1</u>): | Real Estate Division 25 Van Ness Avenue, Suite 400 San Francisco, California 94102 Attn: John Updike, Director of Property Re: Hunters View Wellness Center Fax No.: (415) 552-9216 |
| with a copy to: | Department of Public Health Attn: Barbara Garcia Director of Health |

Re: Hunters View Wellness Center
Fax No.: _____

and to:

Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4682
Attn: Deputy City Attorney
Re: Hunters View Wellness Center
Fax No.: (415) 554-4755

Key Contact for Tenant:

Lisa Zayas-Chien
Department of Public Health
101 Grove, Room 308
San Francisco, CA 94102

Tenant Contact Telephone No.:

415-554-2889

Alternate Contact for Tenant:

Rhea Bailey
Department of Public Health
1380 Howard Street
San Francisco, CA 94103

Alternate Contact Telephone No.:

415-255-3513

Other Noteworthy Provisions (Section 22):

2. PREMISES

2.1 Lease Premises

Landlord leases to City and City leases from Landlord, subject to the provisions of this Lease, a portion of the first floor area in the building identified in the Basic Lease Information (the "**Building**") with exclusive entrance as shown on the floor plan(s) attached hereto as Exhibit A (the "**Premises**"). The Premises contain the rentable area and are located on the floor of the Building specified in the Basic Lease Information. As used in this Lease, the term "rentable area" shall mean that measurement of interior floor area computed in accordance with the "Office Buildings: Standard Methods of Measurements" (ANSI/BOMA Z65.1-2010), Method A, adopted by the Building Owners and Managers Association ("BOMA"). The Building, land upon which the Building is located and all other improvements on or appurtenances to such land are referred to collectively as the "Property."

City shall have the right, within thirty (30) days following acceptance of the Premises, or at any time prior to being charged a fair market rent, to cause the Premises to be remeasured in accordance with the BOMA standards specified above, to confirm the rentable area of the Premises. If as a result of such remeasurement the Premises contain more or less than the total rentable square feet specified in the Basic Lease Information, and Landlord reasonably agrees with such determination, the Base Rent, if any, shall be adjusted accordingly. Landlord and City agree to enter into an amendment to this Lease confirming any such adjustment. In the event Landlord disagrees with such determination, Landlord and City shall use their best efforts to meet and confer with one another in an attempt to agree upon the proper measurement of the Premises within thirty (30) days thereafter. If, following such period, Landlord and City are still

unable to agree, Landlord and City shall jointly select an independent consultant, experienced in measurements of leased space under BOMA standards, to remeasure the space, and the determination of such consultant shall be binding upon the parties. Landlord and City shall share equally the cost of such consultant.

2.2 Common and Shared Spaces

City shall have the non-exclusive right to use, together with other tenants in the Building, the lobbies, corridors, and other public areas of the Building and the Property (collectively, the "**Common Areas**"), the non-exclusive right of access to and from the Premises by the main entrances to the Building and Property, and the exclusive right of access to and from the Premises by the main entrance to the leased Premises. In addition, City shall have the non-exclusive right to use the Building's (large) Meeting Room with associated storage, Gym, Community Room and Common Kitchen (see plans on Exhibit A2), under the rules and regulations set forth by Landlord. City may also use the Teaching/Community Kitchen and Community Room located at 1101 Fairfax Avenue, San Francisco, CA 94124 ("Block 4"). The Building's (large) Meeting Room with associated storage, Gym, Community Room and Community Kitchen along with Block 4's Teaching/Community Kitchen and Community Room together are called the "**Shared Spaces**."

2.3 Disability Access

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.

City is hereby advised that the Premises have not been inspected by a CASp.

2.4 Energy Consumption

City acknowledges and agrees that Landlord delivered the Data Verification Checklist (as defined in the California Code of Regulations, Title 20, Division 2, Chapter 4, Article 9, Section 1681) for the Premises, no less than 24 hours prior to City's execution of this Lease.

3. TERM

3.1 Term of Lease

The Premises are leased for an initial term (the "**Initial Term**") commencing on the later of (a) the date specified in the Basic Lease Information as the estimated commencement date (the "**Estimated Commencement Date**"), or (b) such other date as agreed to by the parties and the Landlord shall have delivered the Premises to City with the Leasehold Improvements (as defined below) having been substantially completed by Landlord and accepted by City pursuant to Section 6.1 (Landlord's Obligation to Construct Improvements), and City's Mayor and Board of Supervisors shall have approved the transaction contemplated by this Lease, in their respective sole and absolute discretion, as further provided in this Lease. The Initial Term of this Lease shall end on the expiration date specified in the Basic Lease Information, or such earlier date pursuant to the provisions of this Lease, provided that City shall have the right to extend the Initial Lease pursuant to Section 3.4 (Extension Option(s)), below. The word "Term" as used herein shall refer to the Initial Term and any Extended Term(s) if the City exercises the Extension Option(s) as provided below.

3.2 Commencement Date and Expiration Date

The dates on which the Term commences and terminates pursuant hereto are referred to respectively as the "Commencement Date" and the "Expiration Date." If the Commencement Date occurs on a date other than the Estimated Commencement Date, then promptly thereafter Landlord shall deliver to City a notice substantially in the form of Exhibit B attached hereto, confirming the actual Commencement Date, but Landlord's failure to do so shall not affect the commencement of the Term.

3.3 Delay in Delivery of Possession

Landlord shall use its best efforts to deliver possession of the Premises with all of the Leasehold Improvements substantially completed and accepted by City's Director of Property or his or her designee pursuant to Section 6.1 (Landlord's Obligation to Construct Improvements) on or before the Estimated Commencement Date. However, if Landlord is unable to deliver possession of the Premises as provided above, then, subject to the provisions of this Section below, the validity of this Lease shall not be affected by such inability to deliver possession except that City's obligations to pay Base Rent or any other charges shall not commence until such time as Landlord has delivered the Premises as required under this Lease. If the Initial Term commences later or earlier than the Estimated Commencement Date, the Expiration Date shall be one year (365 days) later, unless sooner terminated pursuant to the provisions under this Lease. If Landlord is unable to deliver possession of the Premises to City as required hereunder, Landlord shall promptly reimburse City any and all costs City has paid for construction of the Leasehold Improvements and Furniture, Fixtures, and Equipment List as set forth in Exhibit F.

3.4 Extension Option(s)

The Initial Term of this Lease shall automatically extend (the "**Extension Option(s)**") on a year-to-year basis (the "**Extended Term(s)**"). Such Extension Option(s) shall be on all of the terms and conditions contained in this Lease. Either City or Landlord may cancel an Extension Option and terminate this Lease by giving written notice to the other party no later than ninety (90) days prior to expiration of the then current Term.

4. RENT

4.1 Base Rent

In consideration of the benefit and services City will be providing to the residents of Hunters View as described in Exhibit G attached hereto, Landlord is waiving the payment of Base Rent. Should City cease to use the Premises in the manner as set forth in Section 1, the Basic Lease Information, but for some other City use, City shall give Landlord six months written notice of the new use and City and Landlord shall meet and confer to determine (a) if the new use is a benefit or service to the residents of Hunters View, (b) if the new use justifies a waiver of Base Rent, and (c) if the parties mutually agree that the new use does not justify a waiver of Base Rent, the new Base Rent shall be an adjusted value of ninety-five percent (95%) of the fair market rent value for the Premises based upon an independent appraisal, paid for by Landlord. If City no longer provides any services in the Premises, it may choose to substitute a nonprofit entity to perform such services, subject to Landlord's prior written approval, which approval shall not be unreasonably withheld or delayed. As a condition to any such assumption, Landlord shall recognize the substitute nonprofit as Tenant under the Lease, according to all of the provisions of the Lease, including Landlord's waiver of Base Rent under this Section, and City shall be relieved of any further liability under this Lease. City shall pay the Base Rent, if

any, without any prior demand and without any deductions or setoff except as otherwise provided in this Lease.

4.2 Adjustments in Base Rent

The annual Base Rent, if any, shall be adjusted upon the anniversary of the Commencement Date (an "Adjustment Date") should neither party give written notice of termination as provided in this Agreement. On each Adjustment Date, the Base Rent for the following twelve month period shall be adjusted to equal 2.5% of the Base Rent for the lease year preceding such Adjustment Date. The Base Rent shall be payable in equal consecutive monthly payments on or before the first day of each month, in advance, at the address specified for Landlord in the Basic Lease Information, or such other place as Landlord may designate in writing upon not less than thirty (30) days' advance notice. City shall pay the Base Rent without any prior demand and without any deductions or setoff except as otherwise provided in this Lease.

4.3 Additional Charges

City shall pay to Landlord any charges or other amounts required under this Lease as additional rent ("**Additional Charges**"), including the charges for utilities and services provided in Section 9. All such Additional Charges shall be payable to Landlord at the place where the Base Rent is payable. Landlord shall have the same remedies for a default in the payment of any Additional Charges as for a default in the payment of Base Rent. The Base Rent and Additional Charges are sometimes collectively referred to below as "Rent."

4.4 Payment of Real Estate Taxes

Landlord shall be responsible for any and all Real Estate Taxes during the Term excepting any Personal Property Taxes payable by the City.

4.5 Records

Landlord shall maintain at its offices in San Francisco in a safe, complete and organized manner all of its records pertaining to this Lease and any other charges paid by City pursuant hereto, for a period of not less than three (3) years following expiration of the Term. Landlord shall maintain such records on a current basis and in sufficient detail to facilitate adequate audit and review thereof. All such books and records shall be available for inspection, copying and audit by City and its representatives, at City's expense, subject to the provisions of subsection (e) above.

5. USE

5.1 Permitted Use

City may use the Premises for its community wellness program including without limitation general office uses, examinations, classes and counseling uses related to the operation and programming of a Wellness Center or other related use, in order to foster a sustainable, vibrant, healthy, engaged and compassionate community offering opportunities for participants to enhance health and well-being and such other uses as may be specified in the Basic Lease Information or more specifically described in the attached Exhibit G, and for no other use without the prior written consent of Landlord, which shall not be unreasonably withheld or delayed.

5.2 Observance of Rules and Regulations

City shall observe Landlord's reasonable rules and regulations for the Building and Premises (the "**Rules and Regulations**") within a reasonable implementation period upon Landlord's delivery to City of a copy thereof, provided that the Rules and Regulations and any additions or modifications thereof shall not reduce Landlord's obligations hereunder nor interfere with City's business in the Premises, and such additions or modifications must be applicable to the other Building tenants, are not in conflict with the provisions of this Lease, do not materially increase the burdens or obligations upon City, do not impose a charge upon City for services which this Lease expressly states are to be provided to City at no charge, and do not materially adversely affect the conduct of any business in the Premises which City is permitted to conduct pursuant to Section 5.1 hereof. Landlord shall administer the Rules and Regulations in a fair and nondiscriminatory manner and use reasonable efforts to cause other Building tenants to comply with them. City shall be entitled upon request to any waiver or special dispensation granted by Landlord to any other tenant in the Building with respect to the Rules and Regulations, and Landlord shall notify City of any such waiver or special dispensation.

5.3 Interference with Access

Landlord shall provide to City access to the Premises twenty-four (24) hours per day, seven (7) days per week, together with uninterrupted access thereto to the maximum extent possible, including, without limitation, during any power outages affecting the Premises; provided, however, that Landlord may, after consultation with the City, interrupt City's access to the Premises or the Building in the event of an immediate threat of the Premises, the Common Areas or any other portion of the Building being rendered unsafe for human occupancy. If City's use of any of the Premises or access thereto is interrupted as a result of the Premises, the Common Areas or any other portion of the Building being rendered unsafe for human occupancy due to Landlord's failure to comply with its obligations under this Lease or for any other reason other than City's default hereunder, then Landlord shall immediately undertake all necessary steps to correct such condition. If any such default by Landlord shall continue for thirty (30) days or more after City's use is interrupted and impairs City's ability to carry on its business in the Building, then City shall have the right, without limiting any of its other rights under this Lease to terminate this Lease, unless Landlord supplies City with evidence reasonably satisfactory to City that City's normal and safe use will be restored within sixty (60) days of the date City's use was interrupted, and such use is actually restored within such 60-day period. Nothing in this Section shall limit City's rights with respect to any disruption due to casualty pursuant to Section 12 (Damage and Destruction) hereof.

6. LEASEHOLD IMPROVEMENTS

6.1 Construction of Improvements; Installation of Furniture, Fixtures and Equipment

(a) Landlord, through its staff or contractor, shall construct improvements and install furniture, fixtures and equipment in the Premises, pursuant to the scope of work agreed upon by City and Landlord and attached hereto as Exhibit E (the "**Leasehold Improvement Work**" or "**Work**").

(b) Landlord, through its staff or contractor, shall purchase and install the furniture, fixtures, and equipment in the Premises agreed upon by City and Landlord and attached hereto as Exhibit F (the "**Furniture, Fixtures and Equipment**" or "**FF&E**").

(c) City shall reimburse Landlord for the cost of the Leasehold Improvement Work and the Furniture, Fixtures and Equipment up to a total sum of One Hundred Thousand Dollars (\$100,000.00) ("**Budget**") based upon an initial budget approved by the City as set forth in Exhibits E and F hereto. Reimbursement shall include payment for design through construction documents, permits, construction and installation of the Work as set forth on Exhibit E and FF&E as set forth on Exhibit F. If the Work cannot be completed in conformity with the Budget, Landlord shall immediately submit a revised budget to City for its review and written approval or disapproval. No costs shall be included in the Budget, and City shall not be obligated to pay any costs in excess of the most recently approved Budget unless and until City approves a revised Budget. The most recently approved Budget shall supersede all previously approved budgets. Landlord shall not be obligated to complete any Work or provide any FF&E which separately or together is in excess of the approved Budget.

(d) Landlord is not responsible for the construction or installation of any Work to the Premises that is not paid for by City.

(e) Landlord shall keep City apprised of the status of permit approval and the progress of construction.

(f) All Work shall be performed in compliance with all laws, codes, regulations and building requirements bearing on such Work.

(g) The construction of the Work shall comply with all requirements of the Americans With Disabilities Act of 1990 and Title 24 of the California Code of Regulations and all other applicable federal, state, local and administrative laws, rules, regulations, orders and requirements intended to provide equal accessibility for persons with disabilities and with City's work plan for accessibility.

(h) Landlord and its Contractor shall be responsible for all required insurance relating to the Work.

(i) Landlord's employees or contractor shall be responsible for all work performed in all trades in construction of all the Work.

(j) Within sixty (60) days following the City's receipt of Landlord's request for reimbursements, the City shall pay to Landlord amounts due for the Work completed on the Premises and the FF&E installed in the Premises up to the most recently approved Budget.

6.2 Installation of Telecommunications and Other Equipment

Landlord and City acknowledge that the Leasehold Improvement Work shall be completed by Landlord exclusive of the installation of telecommunications, data and computer cabling facilities and equipment. City shall be responsible for installing such facilities and equipment, provided that Landlord shall furnish access to City and its consultants and contractors to the main telephone service serving the Building and all other parts of the Property for which access is needed for proper installation of all such facilities and equipment including, but not limited to, wiring. City shall have the right to enter the Premises, Building and such other portions of the Property at reasonable times during the course of construction of the Leasehold Improvements in order to install such facilities and equipment. City and Landlord shall use their good faith efforts to coordinate any such activities to allow the Leasehold Improvements and the installation of such facilities and equipment to be completed in a timely and cost-effective manner.

6.3 Intentionally Omitted.

7. ALTERATIONS

7.1 Alterations by City

City shall not make or permit any alterations, installations, additions or improvements (collectively, "**Alterations**") to the Premises without first obtaining Landlord's written consent, which Landlord shall not unreasonably withhold or delay. However, the installation of furnishings, fixtures, equipment or decorative improvements, none of which affect the Building Systems or structural integrity of the Building, and the repainting and recarpeting of the Premises shall not constitute Alterations requiring Landlord's consent. Any Alterations permitted hereunder shall be made at City's cost in compliance with applicable Laws (as defined below). Landlord shall, without cost to itself, cooperate with City in securing building and other permits and authorizations needed in connection with any permitted Alterations. Landlord shall not be entitled to any construction or other administrative fee in connection with any Alteration. City shall not be required to remove any Alterations upon the expiration or sooner termination of this Lease unless Landlord notifies City in writing at the time Landlord approves such Alterations that they must be removed at the Expiration Date.

7.2 Title to Improvements

Except for City's Personal Property (as defined in the next Section) and the Leasehold Improvements, all appurtenances, fixtures, improvements, equipment, additions and other property permanently installed in the Premises as of the Commencement Date or during the Term shall be and remain Landlord's property. City may not remove such property unless Landlord consents thereto.

7.3 City's Personal Property

All furniture, furnishings, equipment, trade fixtures and articles of movable personal property installed in the Premises by or for the account of City and that can be removed without structural damage to the Premises (collectively, "**City's Personal Property**") shall be and remain City's property. At any time during the Term or at the expiration thereof, City may remove any of City's Personal Property, provided City shall repair any damage to the Premises resulting therefrom. Upon the expiration or earlier termination of this Lease, City shall remove City's Personal Property from the Premises in accordance with Section 20 (Surrender of Premises), below. Landlord acknowledges that some of City's Personal Property may be financed by an equipment lease financing otherwise subjected to a security interest, or owned by an equipment company and leased to City. Landlord, upon City's reasonable request, shall execute and deliver any document required by any supplier, lessor, or lender in connection with the installation in the Premises of any items of City's Personal Property, pursuant to which Landlord waives any rights it may have or acquire with respect to City's Personal Property, so long as the supplier, equipment lessor or lender agrees that it **(i)** will remove the Property from the Premises within thirty (30) days after the Expiration Date (but if it does not remove City's Personal Property within such time it shall have waived any rights it may have had to City's Personal Property), and **(ii)** will repair any damage caused by the removal of City's Personal Property. Landlord shall recognize the rights of any supplier, lessor or lender who has an interest in any items of City's Personal Property to enter the Premises and remove such property at any time during the Term or within thirty (30) days after the Expiration Date.

7.4 Alteration by Landlord

Landlord shall use its best efforts to minimize interference with or disruption to City's use and occupancy of the Premises during any alterations, installations, additions or improvements to the Building. Landlord shall promptly remedy any such interference or disruption upon receiving City's notice thereof.

8. REPAIRS AND MAINTENANCE

8.1 Landlord's Repairs

Landlord shall repair and maintain, at its cost and in good condition, the exterior and structural portions of the Building, including, without limitation, the roof, foundation, bearing and exterior walls and subflooring, and the heating, ventilating, air conditioning, plumbing, electrical, fire protection, life safety, security and other mechanical, electrical and communications systems of the Building (collectively, the "**Building Systems**"), the interior of the Building and Premises and the Common Areas. Without limiting the foregoing, Landlord shall maintain the Building in a clean, safe and attractive manner, shall provide exterior graffiti removal with reasonable frequency, and shall not permit any other tenants of the Building to disturb or interfere with City's use of the Premises or permit to be done in or about the Building or the Common Areas anything that is illegal, is dangerous to persons or property or constitutes a nuisance.

8.2 City's Repairs

Subject to Landlord's warranty under Section 10.1 (Premises Condition), any construction warranties or guaranties received in connection with Landlord's completion of the Leasehold Improvement Work, and Landlord's repair and maintenance obligations hereunder, City shall maintain at its cost the interior portions of the Premises and shall keep the Premises in good working order and in a safe and sanitary condition, except for ordinary wear and tear and damage by casualty. City and Landlord shall meet and confer regarding any requests by City for Landlord to make required repairs and replacements that City or Landlord specifies in writing. Any such required repairs and replacements agreed to between the parties shall be **(i)** at City's cost for City requested repairs, **(ii)** by contractors or mechanics selected by Landlord and reasonably approved by City, **(iii)** so that same shall be at least substantially equal in quality, value and utility to the original work or installation prior to damage thereof, **(iv)** in a manner and using equipment and materials that will not materially interfere with or impair the operations, use or occupation of the Building or the Building Systems, and **(v)** in compliance with all applicable Laws, including, without limitation, any applicable contracting requirements under City's Charter and Administrative Code. At all times during the Term of this Lease, Landlord shall, upon reasonable notice by City, afford City and its Agents with access to those portions of the Building which are necessary to maintain or repair the telecommunications and data and computer cabling facilities and equipment installed by City.

8.3 Liens

City shall keep the Premises free from liens arising out of any work performed, material furnished or obligations incurred by City during the Term. Landlord shall have the right to post on the Premises any notices permitted or required by law or that are needed for the protection of Landlord, the Premises, or the Building, from mechanics' and material suppliers' liens. City shall give Landlord at least ten (10) days' prior written notice of and obtain Landlord's consent prior to commencement of any repair or construction by City on the Premises.

9. UTILITIES AND SERVICES

9.1 Landlord's Provision of Utilities

Landlord shall furnish the following utilities and services to the Premises: (a) heating and ventilation in amounts required for City's comfortable use and occupancy of the Premises, from 8 a.m. to 5 p.m., Monday to Friday, except holidays generally recognized in the City of San Francisco ("Normal Business Hours"); (b) electric current in amounts required for normal lighting and for the operation of personal computers and other normal office machines and equipment, during Normal Business Hours; and (c) water for shared lavatory, shared kitchens, and exam room sink during Normal Business Hours except for filtered drinking water that is provided by the City directly to the City's invitees, which shall be provided at the City's sole cost. Landlord shall furnish all utilities and services required under this Lease in a manner consistent with such utilities and service normally provided in other similar buildings in the City.

City shall pay to Landlord \$800 per month for utilities (electric, gas, water, sewer) and services (janitorial, security, garbage/recycling) (collectively, "Utilities Fee") in accordance with the provisions of Section 4.3. On the first anniversary of the Commencement Date, or as soon thereafter as practicable, Landlord shall furnish to the City a statement of Utilities Fee for the previous year (the "Utilities Fee Reconciliation Statement"). If City's estimated payments of the Utilities Fee under this Section 9.1 for the year covered by the Utilities Fee Reconciliation Statement exceed City's share of such items as indicated in the Utilities Fee Reconciliation Statement, then Landlord shall promptly credit or reimburse City for such excess; likewise, if City's estimated payments of Utilities Fee under this Section 9.1 for such year are less than City's share of such items as indicated in the Utilities Fee Reconciliation Statement, then City shall promptly pay Landlord such deficiency within thirty (30) days of receipt of the Utilities Fee Reconciliation Statement. Landlord and City shall then agree upon a Utilities Fee based upon the Utilities Fee Reconciliation Statement that shall provide the basis for the adjustment schedule described below.

On each Adjustment Date (as defined in Section 4.2), the Utilities Fee payable under this Section 9.1 shall be adjusted as follows:

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 (the "Index"), which is published most immediately preceding the Adjustment Date (the "Adjustment Index"), shall be compared with the Index published most immediately preceding the Commencement Date in the case of the first Adjustment Date or, in the case of any subsequent Adjustment Date, the Index published most immediately preceding the prior Adjustment Date (the "Base Index").

If the Adjustment Index has increased over the Base Index, then the Utilities Fee payable on and after the Adjustment Date shall be set by multiplying the Base Rent by a fraction, the numerator of which is the Adjustment Index and the denominator of which is the Base Index. In no event shall the monthly Utilities Fee on or after the Adjustment Date be less than three percent (3%) nor more than six percent (6%) of the monthly Utilities Fee in effect for the last full month immediately prior to the Adjustment Date.

If the Index is changed so that the base year differs from that used as of the date most immediately preceding the Commencement Date, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Term, such other government index

or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

If City requires utilities and services either in the Premises or the Building, outside of Normal Business Hours (“**after-hours**”), Landlord shall furnish to City such utilities and services so long as City delivers its request for same to Landlord before 3:00 pm on the business day preceding such after-hours usage at the rate of \$10.00 per hour. Landlord shall bill City monthly for such after-hours usage and City shall pay such charges to Landlord, as additional rent, with the next monthly payment in accordance with the provisions of Section 4.3.

9.2 Services

(a) Janitorial Service

Landlord shall provide at its cost janitorial service in accordance with the specifications contained in Exhibit H attached hereto, for the Premises excluding Common Areas inside and outside of the Building.

(b) Security Service

Landlord shall provide at its cost security for the Building and Premises, including without limitation: an alarm on the Fairfax door near the Gym; an alarm on the Gym door near Fairfax; and key fobs at the main entrance door of the Building and the Wellness entrance door of the Premises.

(c) Recycling, Refuse, Compost

Landlord shall be responsible, at its sole cost and for which City shall not pay any percentage share, for recycling, refuse and compost collection for the Building and all other areas of the Property inclusive of the Premises.

9.3 Conservation

Landlord may establish reasonable measures to conserve energy and water, including automatic light shut off after hours and efficient lighting forms, so long as these measures do not unreasonably interfere with City's use of the Premises.

9.4 Disruption in Essential Utilities or Services

In the event of any failure, stoppage or interruption of any utilities or services to be furnished by Landlord hereunder, Landlord shall immediately notify City of such failure, stoppage or interruption, diligently attempt to restore service as promptly as possible and shall keep City apprised of its efforts. In the event Landlord is unable to supply any of the Building's sanitary, electrical, heating, water, and fire protection, hazard detection and alarm, or other essential services serving the Premises (collectively, "**Essential Services**") and such inability of Landlord impairs City's ability to carry on its business in the Premises for a period of five (5) or more consecutive business days, then at City's election, City shall have the option to provide such services and offset the reasonable cost thereof against the Rent next due under this Lease. Such abatement, or right to provide the services and offset against Rent, shall continue until the Essential Services have been restored so that the lack of any remaining services no longer materially impairs City's ability to carry on its business in the Premises. Landlord shall use its best efforts to restore disrupted Essential Services as soon as possible. However, if such failure to provide any Essential Services continues for any reason for thirty (30) days and such failure

interferes with City's ability to carry on its business in the Premises, then City may, without limiting any of its other rights or remedies hereunder or at law or in equity, terminate this Lease upon written notice to Landlord, unless Landlord supplies City with evidence reasonably satisfactory to City that the Essential Services will be restored within sixty (60) days of the date City's use was interrupted, and the Essential Services are actually restored within such 60-day period. City shall not be entitled to any abatement of Rent or right to terminate if Landlord's inability to supply Essential Services to City is due solely to the acts, omissions or negligence of City and its Agents.

10. COMPLIANCE WITH LAWS; PREMISES CONDITION

10.1 Premises Condition and Landlord's Compliance with Laws; Indemnity

Landlord represents and warrants to City, and covenants with City, as follows to the best of Landlord's knowledge: **(a)** the physical structure, fixtures and permanent improvements of the Premises (including, without limitation, the Leasehold Improvements) and all portions of the Property and the Building along the path of travel to the Premises (including, but not limited to, the Building entrances, Common Areas, restrooms, elevators, lobbies, and drinking fountains and parking areas) are now, and as of the Commencement Date will be, in compliance with the requirements of the Americans With Disabilities Act of 1990 and Title 24 of the California Code of Regulations and all other applicable federal, state, local and administrative laws, rules, regulations, orders and requirements intended to provide equal accessibility for persons with disabilities (collectively, "**Disabilities Laws**"); **(b)** the Building is not an unreinforced masonry building, and is now, and as of the Commencement Date will be, in compliance with all applicable federal, state, local and administrative laws, rules, regulations, orders and requirements relating to seismic safety (collectively, "**Seismic Safety Laws**"); **(c)** the Building, the Common Areas and Building Systems serving the Premises are now, and as of the Commencement Date will be, in full compliance with all applicable federal, state, local and administrative laws, rules, regulations, orders and requirements relating to fire and life safety (collectively, "**Life Safety Laws**"); **(d)** the Building, the Common Areas and Building Systems serving the Premises are now, and as of the Commencement Date will be, in compliance with all other applicable federal, state, local and administrative laws, rules, regulations, orders and requirements; and **(e)** there are not now, and as of the Commencement Date will not be, any material physical or mechanical defects in the Premises, Building or the Building Systems that would materially adversely affect City's intended use of the Premises. Landlord shall at all times during the Term maintain, at its cost, the Property, Building, Common Areas and the Building Systems serving the Premises in compliance with applicable present or future federal, state, local and administrative laws, rules, regulations, orders and requirements (collectively, "**Laws**"), including, without limitation, Disabilities Laws, Seismic Safety Laws, and Life Safety Laws. Without limiting Section 16.2 (Landlord's Indemnity), Landlord shall Indemnify City against any and all Claims arising out of any failure of the Property, Building, Common Areas, Building Systems, or any portion thereof, to comply with applicable Laws as provided in this Section or any misrepresentation by Landlord under this Section.

10.2 City's Compliance with Laws; Indemnity

City shall use the Premises during the Term in compliance with applicable Laws, except that City shall not be required to make any structural alterations, additions or other modifications in order to comply therewith unless such modifications are necessary solely because of any Alterations to the Premises made by City pursuant to Section 7 hereof and such modifications are not otherwise Landlord's responsibility under this Lease. City shall be responsible for complying with any requirement of the Disabilities Laws relating to the placement of City's furniture or other City Personal Property and the operation of any programs in the Premises, other than any

requirement relating to the physical structure, fixtures and permanent improvements of the Premises or portions of the Property or Building along the path of travel to the Premises, which are Landlord's obligation as provided in Section 10.1 above. Without limiting Section 16.1 (City's Indemnity), City shall Indemnify Landlord against any and all Claims arising out of City's failure to comply with all applicable Laws as provided in this Section.

10.3 City's Compliance with Insurance Requirements

City shall not conduct any use in or about the Premises that would: **(a)** invalidate or be in conflict with any fire or other casualty insurance policies covering the Building or any property located therein, **(b)** result in a refusal by fire insurance companies of good standing to insure the Building or any such property in amounts reasonably satisfactory to Landlord or the holder of any mortgage or deed of trust encumbering the Building, **(c)** cause an increase in the fire insurance premium for the Building unless City agrees to pay such increase, or **(d)** subject Landlord to any liability or responsibility for injury to any person or property by reason solely of any business operation being conducted by City in the Premises; provided, however, Landlord shall provide City with reasonable prior written notice of any applicable insurance requirements and no such insurance requirements shall materially and adversely interfere with City's normal business in the Premises.

11. SUBORDINATION

(a) Without the necessity of any additional document being executed by City for the purpose of effecting a subordination, and subject to subsection (b) below, this Lease shall be subject and subordinate at all times to the following (each an "Encumbrance"): **(a)** any reciprocal easement agreements, ground leases or other underlying leases that may hereafter be executed affecting Landlord's interest in the Property, or any portion thereof, and **(b)** the lien of any mortgages or deeds of trust and renewals, modifications, consolidations, replacements and extensions of any of the foregoing that may hereafter be executed by Landlord in any amount for which any part of the Property, any ground lease or underlying lease, or Landlord's interest or estate therein is subject. Notwithstanding the foregoing, if the ground lessor, mortgagee, trustee, or holder of any such mortgage or deed of trust elects to have City's interest in this Lease be superior to any such instrument, then upon notice thereof to City, this Lease shall be deemed superior, whether this Lease was executed before or after the date of said instrument or the recording thereof. At City's request, the holder of the Encumbrance shall enter into a subordination and nondisturbance agreement with City in a form reasonably acceptable to City evidencing such subordination or superiority of this Lease.

(b) In the event any mortgage or deed of trust to which this Lease is subordinate is foreclosed or a deed in lieu of foreclosure is given to the mortgagee or beneficiary, or in the event any ground lease or underlying lease to which this Lease is subordinate is terminated, this Lease shall not be barred, terminated, cut off, or foreclosed nor shall the rights and possession of City hereunder be disturbed if City shall not then be in default in the payment of rental or other sums due hereunder or otherwise be in default under the terms of this Lease. City shall attorn to and become the tenant of the successor-in-interest to Landlord, provided that City has received proper written notice of such succession and the name and address of the successor landlord. City's covenant under subsection (a) above to subordinate this Lease to any Encumbrance or other hypothecation hereafter executed is conditioned upon each such senior instrument containing the commitments specified in this subsection (b). The provisions of this Section shall be self-operative and no further instrument shall be required other than as provided in this Section. City agrees, however, to execute upon request by Landlord and in a form reasonably acceptable to City, any additional documents evidencing the priority or subordination of this Lease with respect to any such Encumbrance as provided herein.

12. DAMAGE AND DESTRUCTION

If the Premises, the Building or any Building Systems are damaged by fire or other casualty, Landlord shall repair the same without delay (and if Landlord is then carrying insurance on the Leasehold Improvements or if City at its sole option makes funds available to Landlord, Landlord shall also repair the Leasehold Improvements), provided that such repairs can be made under applicable laws within sixty (60) days after Landlord obtains all necessary permits for such repairs but not later than two hundred ten (210) days after the date of such damage (the "Repair Period"). In such event, this Lease shall remain in full force and effect, except that City shall be entitled to an abatement of Rent while such repairs are being made. Such abatement in Rent shall be based upon the extent to which such damage and the making of such repairs interfere with City's business in the Premises. Landlord's repairs shall not include, and the Rent shall not be abated as a result of, any damage by fire or other cause to City's Personal Property or any damage caused by the negligence or willful misconduct of City or its Agents.

Within twenty (20) days after the date of such damage, Landlord shall notify City whether or not, in Landlord's reasonable judgment made in good faith, such repairs can be made within the Repair Period. If such repairs cannot be made within the Repair Period, then either party hereto may, by written notice to the other given within thirty (30) days after the date of such damage, terminate this Lease as of the date specified in such notice, which date shall be not less than thirty (30) nor more than sixty (60) days after notice is given by Landlord. In case of termination, the Rent shall be reduced by a proportionate amount based upon the extent to which such damage interferes with the conduct of City's business in the Premises, and City shall pay such reduced Rent up to the date of termination. Landlord shall refund to City any Rent previously paid for any period of time subsequent to such date of termination.

Notwithstanding the foregoing, in the event the Premises are damaged or destroyed by reason of flood or earthquake, and such damage or destruction is not fully covered by insurance proceeds payable under the insurance policies Landlord is required to carry hereunder (excluding any deductible, for which Landlord shall be responsible), Landlord may terminate this Lease by written notice to City within thirty (30) days of the date Landlord receives written notice that such damage is not covered by insurance. Such notice from Landlord shall include adequate written evidence of the denial of insurance coverage. If Landlord does not elect to terminate this Lease as provided above, this Lease shall remain in full force and effect, and Landlord shall repair and restore the Premises as provided above.

The parties intend that the provisions of this Section govern fully their rights and obligations in the event of damage or destruction, and Landlord and City each hereby waives and releases any right to terminate this Lease in whole or in part under Section 1932, subdivision 2, Section 1933, subdivision 4, and Sections 1941 and 1942 of the Civil Code of California or under any similar law, statute or ordinance now or hereafter in effect, to the extent such rights are inconsistent with the provisions hereof.

13. EMINENT DOMAIN

13.1 Definitions

(a) "Taking" means a taking or damaging, including severance damage, by eminent domain, inverse condemnation or for any public or quasi-public use under law. A Taking may occur pursuant to the recording of a final order of condemnation, or by voluntary sale or conveyance in lieu of condemnation or in settlement of a condemnation action.

(b) "Date of Taking" means the earlier of (i) the date upon which title to the portion of the Property taken passes to and vests in the condemnor or (ii) the date on which Tenant is dispossessed.

(c) "Award" means all compensation, sums or anything of value paid, awarded or received for a Taking, whether pursuant to judgment, agreement, settlement or otherwise.

13.2 General

If during the Term or during the period between the execution of this Lease and the Commencement Date, there is any Taking of all or any part of the Premises or any interest in this Lease, the rights and obligations of the parties hereunder shall be determined pursuant to this Section. City and Landlord intend that the provisions hereof govern fully in the event of a Taking and accordingly, the parties each hereby waive any right to terminate this Lease in whole or in part under Sections 1265.110, 1265.120, 1265.130 and 1265.140 of the California Code of Civil Procedure or under any similar law now or hereafter in effect.

13.3 Total Taking; Automatic Termination

If there is a total taking of the Premises, then this Lease shall terminate as of the Date of Taking.

13.4 Partial Taking; Election to Terminate

(a) If there is a Taking of any portion (but less than all) of the Premises, then this Lease shall terminate in its entirety if all of the following exist: (i) the partial Taking, in City's reasonable judgment, renders the remaining portion of the Premises untenable or unsuitable for continued use by City for its intended purposes or otherwise materially adversely affects City's normal operations in the Premises, (ii) the condition rendering the Premises untenable or unsuitable either is not curable or is curable but Landlord is unwilling or unable to cure such condition, and (iii) City elects to terminate.

(b) In the case of a partial taking of a substantial portion of the Building, and if subsection (a) above does not apply, City and Landlord shall each have the right to terminate this Lease by written notice to the other within thirty (30) days after the Date of Taking, provided that, as a condition to City's right to terminate, the portion of the Building taken shall, in City's reasonable judgment, render the Premises unsuitable for continued use by City for its intended purposes or otherwise materially adversely affect City's normal operations in the Premises.

(c) Either party electing to terminate under the provisions of this Section 13.4 shall do so by giving written notice to the other party before or within thirty (30) days after the Date of Taking, and thereafter this Lease shall terminate upon the later of the thirtieth (30th) day after such written notice is given or the Date of Taking.

13.5 Termination of Lease; Rent and Award

Upon termination of this Lease in its entirety pursuant to Section 13.3, or pursuant to an election under Section 13.4 above, then: (a) City's obligation to pay Rent shall continue up until the date of termination and thereafter shall cease, and (b) Landlord shall be entitled to the entire Award in connection therewith, except that City shall receive any Award made specifically for City's relocation expenses or the interruption of or damage to City's business or damage to City's Personal Property.

13.6 Partial Taking; Continuation of Lease

If there is a partial Taking of the Premises under circumstances where this Lease is not terminated in its entirety under Section 13.4 above, then this Lease shall terminate as to the portion of the Premises so taken, but shall remain in full force and effect as to the portion not taken, and the rights and obligations of the parties shall be as follows: **(a)** Rent shall be reduced by an amount that is in the same ratio to the Rent as the area of the Premises taken bears to the area of the Premises prior to the Date of Taking, and **(b)** Landlord shall be entitled to the entire Award in connection therewith, provided that City shall receive any Award made specifically for City's relocation expenses or the interruption of or damage to City's business or damage to City's Personal Property.

13.7 Temporary Taking

Notwithstanding anything to contrary in this Section, if a Taking occurs with respect to the Premises that does not interfere with City's business or use of the Building for a limited period of time not in excess of sixty (60) consecutive days, this Lease shall remain unaffected thereby, and City shall continue to pay Rent and to perform all of the terms, conditions and covenants of this Lease. In the event of such temporary Taking, City shall be entitled to receive that portion of any Award representing compensation for the use or occupancy of the Premises during the Term up to the total Rent owing by City for the period of the Taking.

14. ASSIGNMENT AND SUBLETTING

Except as provided in this Section below, City shall not directly or indirectly sell, assign, encumber, pledge or otherwise transfer or hypothecate all or any part of its interest in or rights with respect to the Premises or its leasehold estate hereunder or permit all or any portion of the Premises to be occupied by anyone other than itself or sublet all or any portion of the Premises without Landlord's prior written consent in each instance, which shall not be unreasonable withheld or delayed. Notwithstanding the foregoing, City shall have the right from time to time, upon notice to but without the consent of Landlord, to transfer this Lease or use and occupancy of all or any of the Premises to any department, commission or agency of the City and County of San Francisco for uses permitted under this Lease.

15. DEFAULT; REMEDIES

15.1 Events of Default by City

Any of the following shall constitute an event of default by City hereunder:

(a) City's failure to make any timely payment of Rent, if any, and to cure such nonpayment within five (5) business days after receipt of written notice thereof from Landlord, provided that for the first two (2) monthly payments of Rent at the beginning of the Term and for the first monthly payment of Rent after the beginning of each new fiscal year for City or any Adjustment Date, City shall have twenty (20) days to cure any such nonpayment after written notice thereof from Landlord;

(b) City's abandons the Premises (within the meaning of California Civil Code Section 1951.3); or

(c) City's failure to perform any other covenant or obligation of City hereunder (not involving the payment of money) and to cure such non-performance within thirty (30) days of the date of receipt of notice thereof from Landlord, provided that if more than thirty

(30) days are reasonably required for such cure, no event of default shall occur if City commences such cure within such period and diligently prosecutes such cure to completion.

15.2 Landlord's Remedies

Upon the occurrence of any event of default by City that is not cured within the applicable grace period as provided above, Landlord shall have all rights and remedies available pursuant to law or granted hereunder, including the following: (a) The rights and remedies provided by California Civil Code Section 1951.2 (damages on termination for breach), including, but not limited to, the right to terminate City's right to possession of the Premises and to recover the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of rental loss for the same period that City proves could be reasonably avoided, as computed pursuant to subsection (b) of such Section 1951.2.

(b) The rights and remedies provided by California Civil Code Section 1951.4 (continuation of lease after breach and abandonment), which allows Landlord to continue this Lease in effect and to enforce all of its rights and remedies under this Lease, including the right to recover Rent as it becomes due, for so long as Landlord does not terminate City's right to possession, if City has the right to sublet or assign, subject only to reasonable limitations.

15.3 Landlord's Default

If Landlord fails to perform any of its obligations under this Lease, then (without limiting any of City's other cure rights under this Lease) City may, at its sole option, cure such default at Landlord's expense if such default continues after thirty (30) days from the date City gives notice to Landlord of City's intention to perform such cure. However, in the case of a default which for causes beyond Landlord's control cannot with due diligence be cured within such thirty (30)-day period, such thirty (30)-day period shall be extended if Landlord, promptly upon receipt of City's notice, advises City of Landlord's intention to take all steps required to cure such default, and Landlord promptly commences such cure and diligently prosecutes the same to completion. Subject to the other provisions of this Lease relating to abatement of Rent, if Landlord fails to cure any default within the cure period provided above, then, whether or not City elects to cure Landlord's default as provided herein, the Base Rent and any other charges hereunder shall be abated based on the extent to which such default interferes with City's ability to carry on its business at the Premises. Notwithstanding the foregoing, if any such default by Landlord continues for sixty (60) days and impairs City's ability to carry on its business in the Premises, then City shall have the right to terminate this Lease upon written notice to Landlord within thirty (30) days after the expiration of such sixty (60)-day period. City's rights hereunder and under Section 5.3 (Interference with Access), and Section 9.4 (Disruption in Essential Services), shall not limit in any way any of its other rights and remedies hereunder or at law or in equity.

16. INDEMNITIES

16.1 City's Indemnity

City shall indemnify, defend and hold harmless ("**Indemnify**") Landlord and its Agents from and against any and all claims, costs and expenses, including, without limitation, reasonable attorneys' fees (collectively, "**Claims**"), incurred as a result of (a) City's use of the Premises, (b) any default by City in the performance of any of its obligations under this Lease, or (c) any negligent acts or omissions or willful misconduct of City or its Agents in, on or about the Premises or the Property; provided, however, City shall not be obligated to Indemnify Landlord or its Agents to the extent any Claim arises out of the negligence or willful misconduct of

Landlord or its Agents. In any action or proceeding brought against Landlord or its Agents by reason of any Claim Indemnified by City hereunder, City may, at its sole option, elect to defend such Claim by attorneys in City's Office of the City Attorney, by other attorneys selected by City, or both. City shall have the right to control the defense and to determine the settlement or compromise of any action or proceeding, provided that Landlord shall have the right, but not the obligation, to participate in the defense of any such Claim at its sole cost. City's obligations under this Section shall survive the termination of the Lease.

16.2 Landlord's Indemnity

Landlord shall Indemnify City and its Agents against any and all Claims incurred as a result of (a) any default by Landlord in the performance of any of its obligations under this Lease or any breach of any representations or warranties made by Landlord under this Lease, or (b) any negligent acts or omissions or willful misconduct of Landlord or its Agents in, on or about the Premises or the Property; provided, however, Landlord shall not be obligated to Indemnify City or its Agents to the extent any Claim arises out of the negligence or willful misconduct of City or its Agents. In any action or proceeding brought against City or its Agents by reason of any Claim Indemnified by Landlord hereunder, Landlord may, at its sole option, elect to defend such Claim by attorneys selected by Landlord. Landlord shall have the right to control the defense and to determine the settlement or compromise of any action or proceeding, provided that City shall have the right, but not the obligation, to participate in the defense of any such Claim at its sole cost. Landlord's obligations under this Section shall survive the termination of this Lease.

17. INSURANCE

17.1 City's Self-Insurance

Landlord acknowledges that City maintains a program of self-insurance and agrees that City shall not be required to carry any insurance with respect to this Lease. City assumes the risk of damage to any of City's Personal Property, except for damage caused by Landlord or its Agents.

17.2 Landlord's Insurance

At all times during the Term, Landlord shall keep the Building (excluding the land upon which it is located) insured against damage and destruction by fire, vandalism, malicious mischief, sprinkler damage and other perils customarily covered under a cause of loss-special form property insurance policy in an amount equal to one hundred percent (100%) of the full insurance replacement value (replacement cost new, including, debris removal and demolition) thereof. Landlord shall, upon request by City, provide to City a certificate of insurance issued by the insurance carrier, evidencing the insurance required above. The certificate shall expressly provide that the policy is not cancelable or subject to, reduction of coverage or otherwise subject to modification except after thirty (30) days prior written notice to City. Landlord hereby waives any rights against City for loss or damage to the Premises or any other part of the Property, to the extent covered by Landlord's property insurance.

In addition, Landlord, at no cost to City, shall procure and keep in effect at all times during the Term insurance as follows: **(a)** 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 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); and **(b)** Worker's Compensation Insurance with Employer's Liability Limits not less than

One Million Dollars (\$1,000,000) each accident. All insurance policies required to be maintained by Landlord hereunder shall be endorsed to provide for thirty (30) days' prior written notice of cancellation for any reason, intended non-renewal, or reduction in coverage to Landlord.

17.3 Waiver of Subrogation

Notwithstanding anything to the contrary in this Lease, Landlord hereby waives any right of recovery against City for any loss or damage relating to the Building or the Premises or any operations or contents therein, whether or not such loss is caused by the fault or negligence of City, to the extent such loss or damage is covered by insurance that Landlord is required to purchase under this Lease or is otherwise actually recovered from insurance held by Landlord or its agents. Landlord agrees to obtain a waiver of subrogation endorsement from applicable insurance carriers issuing policies relating to the Building or the Premises; provided, Landlord's failure to do so shall not affect the above waiver.

18. ACCESS BY LANDLORD

Landlord reserves for itself and any designated Agent the right to enter the Premises at all reasonable times and, except in cases of emergency (in which event Landlord shall give any reasonable notice), after giving City at least twenty four (24) hours' advance written or oral notice, for the purpose of (a) inspecting the Premises, (b) supplying any service to be provided by Landlord hereunder, (c) showing the Premises to any prospective purchasers, mortgagees or, during the last six (6) months of the Term of this Lease, tenants, (d) posting notices of non-responsibility, and (e) altering, improving or repairing the Premises and any portion of the Building, and Landlord may for that purpose erect, use and maintain necessary structures in and through the Premises where reasonably required by the character of the work to be performed, provided that the entrance to the Premises shall not be blocked thereby, and further provided that City's use shall not be interfered with.

19. ESTOPPEL CERTIFICATES

Either party, from time to time during the Term upon not less than ten (10) days' prior written notice from the other party, may reasonably request the other party to execute, acknowledge and deliver to such persons or entities designated by such other party a certificate stating: (a) the Commencement Date and Expiration Date of this Lease, (b) that this Lease is unmodified and in full force and effect (or, if there have been modifications, this the Lease is in full force and effect as modified and stating the modifications), (c) that there are no defaults under this Lease (or if so, specifying the same), and (d) the date to which Rent has been paid.

20. SURRENDER OF PREMISES

Upon the expiration or sooner termination of this Lease, City shall surrender the Premises to Landlord in good order and condition, reasonable use and wear and damage by fire or other casualty excepted. Within ten (10) days after the Expiration Date, City shall remove from the Premises all of City's Personal Property, City's telecommunications, data and computer facilities and any Alterations City desires or is required to remove from the Premises pursuant to the provisions of Section 7.1 (Alterations by City), above. Notwithstanding anything to the contrary in this Lease, City shall not be required to demolish or remove any of the Leasehold Improvements from the Premises. City's obligations under this Section shall survive the expiration or earlier termination of this Lease.

21. HAZARDOUS MATERIALS

21.1 Definitions

As used in this Lease, the following terms shall have the meanings hereinafter set forth:

(a) "Environmental Laws" shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene, environmental conditions or Hazardous Material, whether now in effect or hereafter adopted.

(b) "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 25316 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 Building or are naturally occurring substances on or about the Property; and petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids.

(c) "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 the Building, or in, on, under or about the Property.

21.2 Landlord's Representations and Covenants

Except as otherwise disclosed to City, Landlord represents and warrants to City that, to the best of Landlord's knowledge, the following statements are true and correct and will be true and correct as of the Commencement Date: (a) the Property is not in violation of any Environmental Laws; (b) the Property is not now, nor has it been, used for the manufacture, use, storage, discharge, deposit, transportation or disposal of any Hazardous Material, except for the use of such substances in such limited quantities as are customarily used in offices, which limited use has been and is in compliance with Environmental Laws; (c) the Property does not consist of any landfill or contain any underground storage tanks; (d) there has been and is no Release of any Hazardous Material in the Building or in, on, under or about the Property; and (e) the Property is not subject to any claim by any governmental regulatory agency or third party related to the Release of any Hazardous Material, and 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 the Building or in, on, under or about the Property, or the migration of Hazardous Material from or to other real property. Subject to City's obligations under this Section below, Landlord shall maintain the Property throughout the Term in compliance with all Environmental Laws that could affect the health, safety and welfare of City's employees or City's use, occupancy or enjoyment of the Premises for their intended purposes.

21.3 Landlord's Environmental Indemnity

Without limiting Landlord's Indemnity in Section 16.2 (Landlord's Indemnity), above, Landlord shall Indemnify City and its Agents against any and all Claims arising during or after

the Term of this Lease **(a)** as a result of any breach of any of Landlord's representations, warranties or covenants in the preceding Section, or **(b)** in connection with any presence or Release of Hazardous Material in the Building or on, under or about the Property, unless City or its Agents caused such Release.

21.4 City's Covenants

Neither City nor its Agents shall cause any Hazardous Material to be brought upon, kept, used, stored, generated or disposed of in, on or about the Premises or the Property, or transported to or from the Premises or the Property, in violation of any Environmental Laws, provided that City may use such substances in such limited amounts as are customarily used in offices so long as such use is in compliance with all applicable Environmental Laws.

21.5 City's Environmental Indemnity

If City breaches its obligations contained in the preceding Section 21.4, or if City or its Agents cause the Release of Hazardous Material from, in, on or about the Premises or the Property, then City shall Indemnify Landlord against any and all Claims arising during or after the Term of this Lease as a result of such Release, except to the extent Landlord or its Agents is responsible for the Release. The foregoing Indemnity shall not include any Claims resulting from the non-negligent aggravation by City, its Agents or Invitees of physical conditions of the Premises, or other parts of the Property, existing prior to City's occupancy.

22. SPECIAL PROVISIONS

NONE.

23. GENERAL PROVISIONS

23.1 Notices

Except as otherwise specifically provided in this Lease, any notice given under this Lease shall be in writing and given by delivering the notice in person or by commercial courier, or by sending it by first-class mail, certified mail, return receipt requested, or Express Mail, return receipt requested, with postage prepaid, to: **(a)** City at Tenant's address set forth in the Basic Lease Information; **(b)** Landlord at Landlord's address set forth in the Basic Lease Information; **(c)** Mayor's Office of Housing and Community Development, 1 South Van Ness Avenue, 5th Floor, San Francisco, CA 94103, Attention: Director; and **(d)** such other address as either Landlord or City may designate as its new address for such purpose by notice given to the other in accordance with this Section. Any notice hereunder shall be deemed to have been given and received two (2) days after the date when it is mailed if sent by first-class, certified mail, one day after the date when it is mailed if sent by Express Mail, or upon the date personal delivery is made. For convenience of the parties, copies of notices may also be given by telefacsimile to the telefacsimile number set forth in the Basic Lease Information or such other number as may be provided from time to time; however, neither party may give official or binding notice by facsimile.

23.2 No Implied Waiver

No failure by either party to insist upon the strict performance of any obligation of the other party under this Lease or to exercise any right, power or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such term, covenant or condition. No acceptance of full or partial Rent by Landlord while City is in default hereunder shall constitute a

waiver of such default by Landlord. No express written waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. The consent of Landlord or City given in one instance under the terms of this Lease shall not relieve the other party of any obligation to secure the consent to any other or future instance under the terms of the Lease.

23.3 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. Whenever this Lease requires or permits the giving by City of its consent or approval, the Director of Property, or his or her designee, shall be authorized to provide such approval, except as otherwise provided by applicable law, including the Charter of the City and County of San Francisco. Whenever this Lease requires or permits the giving by Landlord of its consent or approval, the Executive Director, or her designee, shall be authorized to provide such approval, except as otherwise provided in this Lease and by the Landlord's Board of Commissioners.

Any amendments or modifications to this Lease, including, without limitation, amendments to or modifications to the exhibits to this Lease, shall be subject to the mutual written agreement of City and Landlord, and City's agreement may be made upon the sole approval of the Director of Property, or his or her designee, and Landlord's agreement may be made upon the sole approval of the Executive Director of the Landlord, or his or her designee; provided, however, material amendments or modifications to this Lease (a) changing the legal description of the Premises, (b) increasing the Term, (c) increasing the Rent, (d) changing the general use of the Premises from the use authorized under Section 5.1 of this Lease, and (e) any other amendment or modification which materially increases City's liabilities or financial obligations under this Lease shall additionally require the approval of City's Board of Supervisors.

23.4 Authority

Landlord represents and warrants to City that it is the sole owner of the Building and the execution and delivery of this Lease by Landlord does not violate any provision of any agreement, law or regulation to which Landlord or the Property is subject. If Landlord is a corporation, limited liability company or a partnership, each of the persons executing this Lease on behalf of Landlord does hereby covenant and warrant that Landlord is a duly authorized and existing entity, that Landlord has and is qualified to do business in California, that Landlord has the full right and authority to enter into this Lease, and that each and all of the persons signing on behalf of Landlord are authorized to do so. On City's request, Landlord shall provide City with evidence reasonably satisfactory to City confirming the foregoing representations and warranties.

23.5 Parties and Their Agents; Approvals

(a) If applicable, the word "Landlord" as used in this Lease shall include the plural as well as the singular. As used in this Lease, the term "Agents" when used with respect to either party shall include the agents, employees, officers and contractors of such party, and the

term "Invitees" when used with respect to City shall include the clients, customers, invitees, guests, licensees, assignees or subtenants of City. All approvals, consents or other determinations permitted or required by City under this Lease shall be made by or through City's Director of Property unless otherwise provided in this Lease, subject to any applicable limitations in the City's Charter.

(b) All approvals, consent, or other determinations permitted or required by Landlord under this Lease, including the approval of granting an option under this Lease, if any, shall be made by or through the Landlord's Executive Director or her designee, unless otherwise provided in this Lease.

23.6 Interpretation of Lease

The captions preceding the articles and sections of this Lease and in the table of contents have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this Lease. This Lease has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intent and purposes of the parties, without any presumption against the party responsible for drafting any part of this Lease. Except as otherwise specifically provided herein, wherever in this Lease Landlord or City is required or requested to give its consent or approval to any matter or action by the other, such consent or approval shall not be unreasonably withheld or delayed and the reasons for disapproval of consent shall be stated in reasonable detail in writing. Provisions in this Lease relating to number of days shall 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 occurs on a Saturday, Sunday or a bank or City holiday, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this Lease, whether or not language of non-limitation, such as "without limitation" or similar words, are used.

23.7 Successors and Assigns

Subject to the provisions of Section 14 relating to assignment and subletting, the terms, covenants and conditions contained in this Lease shall bind and inure to the benefit of Landlord and City and, except as otherwise provided herein, their personal representatives and successors and assigns. There are no third-party beneficiaries to this Lease.

23.8 Brokers

Neither party has had any contact or dealings regarding the leasing of the Premises, 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 lease contemplated herein, except for the broker, if any, identified in the Basic Lease Information, whose commission, if any is due, shall be the sole responsibility of Landlord pursuant to a separate written agreement between Landlord and such broker, and City shall have no liability therefor. In the event that any other 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 claim shall be responsible for such commission or fee and shall Indemnify the other party from any and all Claims incurred by the indemnified party in defending against the same. The provisions of this Section shall survive any termination of this Lease.

23.9 Severability

If any provision of this Lease or the application thereof to any person, entity or circumstance shall be invalid or unenforceable, the remainder of this Lease, 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 Lease shall be valid and be enforceable to the full extent permitted by law, except to the extent that enforcement of this Lease without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Lease.

23.10 Governing Law

This Lease shall be construed and enforced in accordance with the laws of the State of California and the City's Charter.

23.11 Entire Agreement

The parties intend that this Lease (including all of the attached exhibits, which are made a part of this Lease) 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 written or oral agreements or understandings. The parties further intend that this Lease shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts hereof and changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Lease.

23.12 Attorneys' Fees

In the event that either Landlord or City fails to perform any of its obligations under this Lease or in the event a dispute arises concerning the meaning or interpretation of any provision of this Lease, 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 Lease, 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.

23.13 Holding Over

Should City hold over, without Landlord's consent, in possession of the Premises after a party has given written notice of its desire to terminate this Lease, such holding over shall not be deemed to extend the Term or renew this Lease, but such tenancy thereafter shall continue as a month-to-month tenancy. Such tenancy shall be on all the terms and conditions set forth in this Lease and at the monthly Base Rent, and City shall continue as a month-to-month tenant until the

tenancy shall be terminated by Landlord giving City or City giving Landlord at least thirty (30) days' prior written notice of termination.

23.14 Cumulative Remedies

All rights and remedies of either party hereto set forth in this Lease shall be cumulative, except as may otherwise be provided herein.

23.15 Time of Essence

Time is of the essence with respect to all provisions of this Lease in which a definite time for performance is specified.

23.16 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. Each party hereto specifically acknowledges and agrees that, with respect to each of the indemnities contained in this Lease, the indemnitor has an immediate and independent obligation to defend the indemnitees from any claim which actually or potentially falls within the indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to the indemnitor by the indemnitee and continues at all times thereafter.

23.17 Signs

City may erect or post signs on or about the Premises subject to Landlord's prior approval. Landlord reserves the right to review the placement, design, and plan for any such sign prior to its erection or posting and agrees that the approval thereof shall not be unreasonably withheld or delayed.

23.18 Quiet Enjoyment and Title

Landlord covenants and represents that it has full right, power and authority to grant the leasehold estate hereunder, and covenants that City, upon paying the Rent hereunder and performing the covenants hereof, shall peaceably and quietly have, hold and enjoy the Premises and all appurtenances during the full Term of this Lease as against all persons or entities claiming by and through Landlord or on account of any action, inaction or agreement of Landlord or its Agents. Without limiting the provisions of Section 16.2 (Landlord's Indemnity), Landlord agrees to Indemnify City and its Agents against Claims arising out of any assertion that would interfere with City's right to quiet enjoyment as provided in this Section.

23.19 Bankruptcy

Landlord represents and warrants to City that Landlord has neither filed nor been the subject of any filing of a petition under the federal bankruptcy law or any federal or state insolvency laws or laws for composition of indebtedness or for the reorganization of debtors, and, to the best of Landlord's knowledge, no such filing is threatened. Landlord and City agree that City's leasehold estate created hereby includes, without limitation, all rights to receive and enjoy all services, facilities and amenities of the Premises and the Building as provided herein, and that if any of such services, facilities or amenities are terminated, or materially limited or restricted on account of any such case or proceeding, or for any other reason, City shall have the

right to (a) contract directly with any third-party provider of such services, facilities or amenities to obtain the same, and (b) offset against the Base Rent or other charges payable hereunder any and all reasonable costs and expenses incurred by City in obtaining such services, facilities or amenities.

23.20 Transfer of Landlord's Interest

Landlord shall have the right to transfer its interest in the Property, the Building or this Lease to any other financially responsible person or entity. In the event of any such transfer, Landlord shall be relieved, upon notice to City of the name and address of Landlord's successor, of any obligations accruing hereunder from and after the date of such transfer and upon delivering to City an express assumption by the transferee of all of Landlord's obligations hereunder.

23.21 Non-Liability of City Officials, Employees and Agents

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

23.22 MacBride Principles - Northern Ireland

The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

23.23 Controller's Certification of Funds

The terms of this Lease shall be governed by and subject to the budgetary and fiscal provisions of the City's Charter. Notwithstanding anything to the contrary contained in this Lease, there shall be no obligation for the payment or expenditure of money by City under this Lease unless the Controller of the City and County of San Francisco first certifies, pursuant to Section 3.105 of the City's Charter, that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure. Without limiting the foregoing, if in any fiscal year of City after the fiscal year in which the Term of this Lease commences, sufficient funds for the payment of Rent and any other payments required under this Lease are not appropriated, then City may terminate this Lease, without penalty, liability or expense of any kind to City, as of the last date on which sufficient funds are appropriated. City shall use its reasonable efforts to give Landlord reasonable advance notice of such termination.

23.24 Prevailing Wages for Construction Work

Except to the extent such work is exempt pursuant to Section 1771 of the California Labor Code, Landlord agrees that any person performing labor in the construction of the Leasehold Improvements or other improvements to the Premises, which Landlord provides under this Lease, shall be paid not less than the highest prevailing rate of wages consistent with the requirements of Section 6.22(E) of the San Francisco Administrative Code, and shall be subject

to the same hours and working conditions, and shall receive the same benefits as in each case are provided for similar work performed in San Francisco County. Landlord shall include, in any contract for construction of such Leasehold Improvements or other improvements to the Premises, a requirement that all persons performing labor under such contract shall be paid not less than the highest prevailing rate of wages for the labor so performed. Landlord shall require any contractor to provide, and shall deliver to City upon request, certified payroll reports with respect to all persons performing labor in the construction of any Leasehold Improvements or other improvements to the Premises.

23.25 Non Discrimination in City Contracts and Benefits Ordinance

(a) Covenant Not to Discriminate

In the performance of this Lease, Landlord agrees not to discriminate against any employee of, any City employee working with Landlord, or applicant for employment with Landlord, 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) Subcontracts

Landlord shall include in all subcontracts relating to the Premises a non-discrimination clause applicable to such subcontractor in substantially the form of subsection (a) above. In addition, Landlord shall 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 and shall require all subcontractors to comply with such provisions. Landlord's failure to comply with the obligations in this subsection shall constitute a material breach of this Lease.

(c) Non-Discrimination in Benefits

Landlord does not as of the date of this Lease and will not during the term of this Lease, in any of its operations in San Francisco, on real property owned by City, 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) CMD Form

As a condition to this Lease, Landlord 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 (the "CMD"). Landlord hereby represents that prior to execution of the Lease: **(a)** Landlord executed and submitted to the CMD Form HRC-12B-101 with supporting documentation, and **(b)** 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 property to City are incorporated in this Section by reference and made a part of this Lease as though fully set forth herein. Landlord 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, Landlord 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 Landlord and/or deducted from any payments due Landlord.

23.26 Tropical Hardwood and Virgin Redwood Ban

(a) Except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, neither Landlord nor any of its contractors shall provide any items to City in the construction of the Leasehold Improvements or otherwise in the performance of this Lease which are tropical hardwood, tropical hardwood wood products, virgin redwood, or virgin redwood wood products.

(b) 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 products.

(c) In the event Landlord fails to comply in good faith with any of the provisions of Chapter 8 of the San Francisco Environment Code, Landlord shall be liable for liquidated damages for each violation in an amount equal to Landlord's net profit on the contract, or five percent (5%) of the total amount of the contract dollars, whichever is greatest. Landlord acknowledges and agrees that the liquidated damages assessed shall be payable to the City and County of San Francisco upon demand and may be set off against any monies due to Landlord from any contract with the City and County of San Francisco.

23.27 Bicycle Parking Facilities

Article 1.5, Section 155.3, of the San Francisco Planning Code (the "Planning Code") requires the provision of bicycle parking at City-leased buildings at no cost to Landlord. During the Term, City shall have the right to install and maintain, at its sole cost, all Class 1 Bicycle Parking Spaces (as defined in the Planning Code) and all Class 2 Bicycle Parking Spaces (as defined in the Planning Code) in the Building locations required under the Planning Code.

23.28 Resource-Efficient City Buildings and Pilot Projects

Landlord 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 City buildings. Landlord hereby agrees that it shall comply with all applicable provisions of such code sections.

23.29 Counterparts

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

23.30 Effective Date

The date on which this Lease shall become effective (the "Effective Date") is the date upon which this Lease is duly executed by the parties hereto.

23.31 Certification by Landlord

By executing this Lease, Landlord certifies that neither Landlord nor any of its officers or members have been suspended, disciplined or disbarred by, or prohibited from contracting with, any federal, state or local governmental agency. In the event Landlord or any of its officers or members have 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, disbarment, discipline or prohibition may result in the termination or suspension of this Lease. Landlord acknowledges that this certification is a material term of this Lease.

23.32 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.

23.33 Conflicts of Interest

Through its execution of this Lease, Landlord 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 Landlord becomes aware of any such fact during the Term of this Lease, Landlord shall immediately notify City.

23.34 Notification of Limitations on Contributions

Through its execution of this Lease, Landlord 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 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 (a) the City elective officer, (b) a candidate for the office held by such individual, or (c) a committee controlled by such individual or candidate, at any time from the 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. Landlord 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. Landlord further acknowledges that the prohibition on contributions applies to each Landlord; each member of Landlord's board of directors, and Landlord's chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in

Landlord; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Landlord. Additionally, Landlord acknowledges that Landlord must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Landlord further agrees to provide to City the name of each person, entity or committee described above.

23.35 Preservative-Treated Wood Containing Arsenic

As of July 1, 2003, Landlord 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. Landlord 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 Landlord 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.

23.36 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.

Landlord and City have executed this Lease as of the date first written above.

LANDLORD:

HV PARTNERS BLOCK 10, LP,
A California limited partnership

By: HV HPAH Phase II LLC,
a California limited liability company,
its Managing General Partner

By: Hunters Point Affordable Housing,
Inc.,
a California nonprofit public benefit
corporation, its Managing Member

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Larry B. Hollingsworth,
President

Charles R. Olson, Esq.
Lubin Olson & Niewiadomski LLP

By: JSCo Hunters View Block 10 LLC,
a California limited liability company,
its Co-General Partner

By: John Stewart Company, a California
corporation, its Managing Member

By: _____
Jack D. Gardner, President

By: HV Ustawi LLC,
a California limited liability company,
its Co-General Partner

By: Devine & Gong, Inc., a California
corporation, its Managing Member

By: _____
Chan U Lee, President

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
JOHN UPDIKE
Director of Property

(Adm. Code Section 23.26)

RECOMMENDED:

By: BARBARA A. GARCIA, MPA
Director of Health

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Deputy City Attorney

EXHIBIT A

FLOOR PLAN(S)

CONSISTING OF ____ PAGE(S)

Exhibit A - Floor Plans

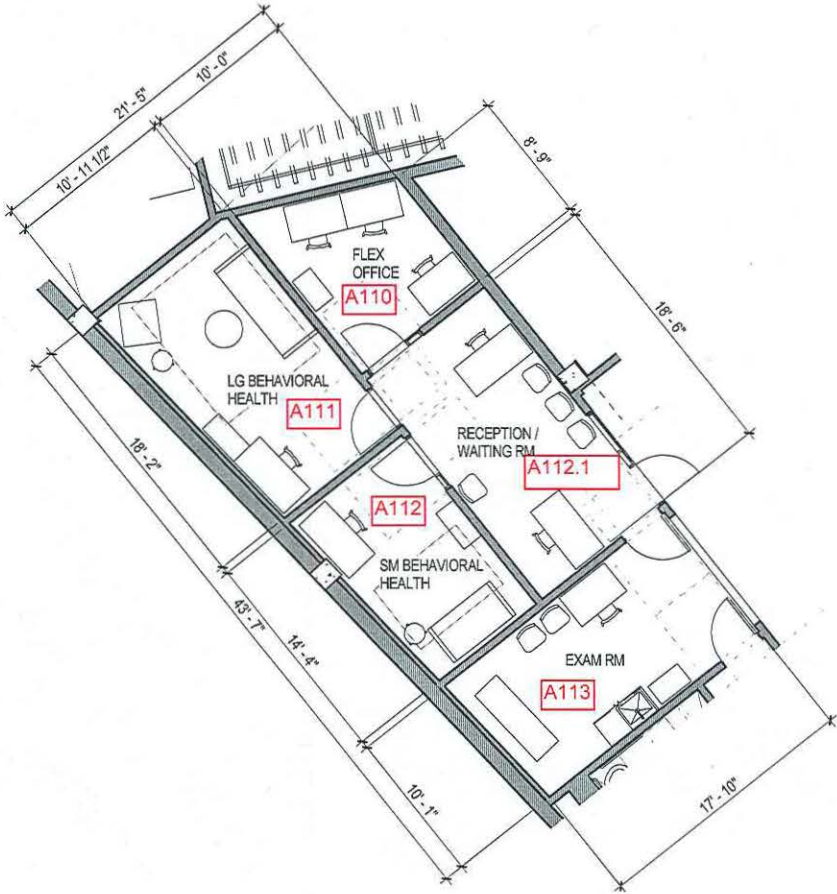


Exhibit A_DPH Premises (Wellness Center and Dedicated IT Room) and Building Shared Spaces (Community Room, Common Kitchen, Gym and Meeting Room)

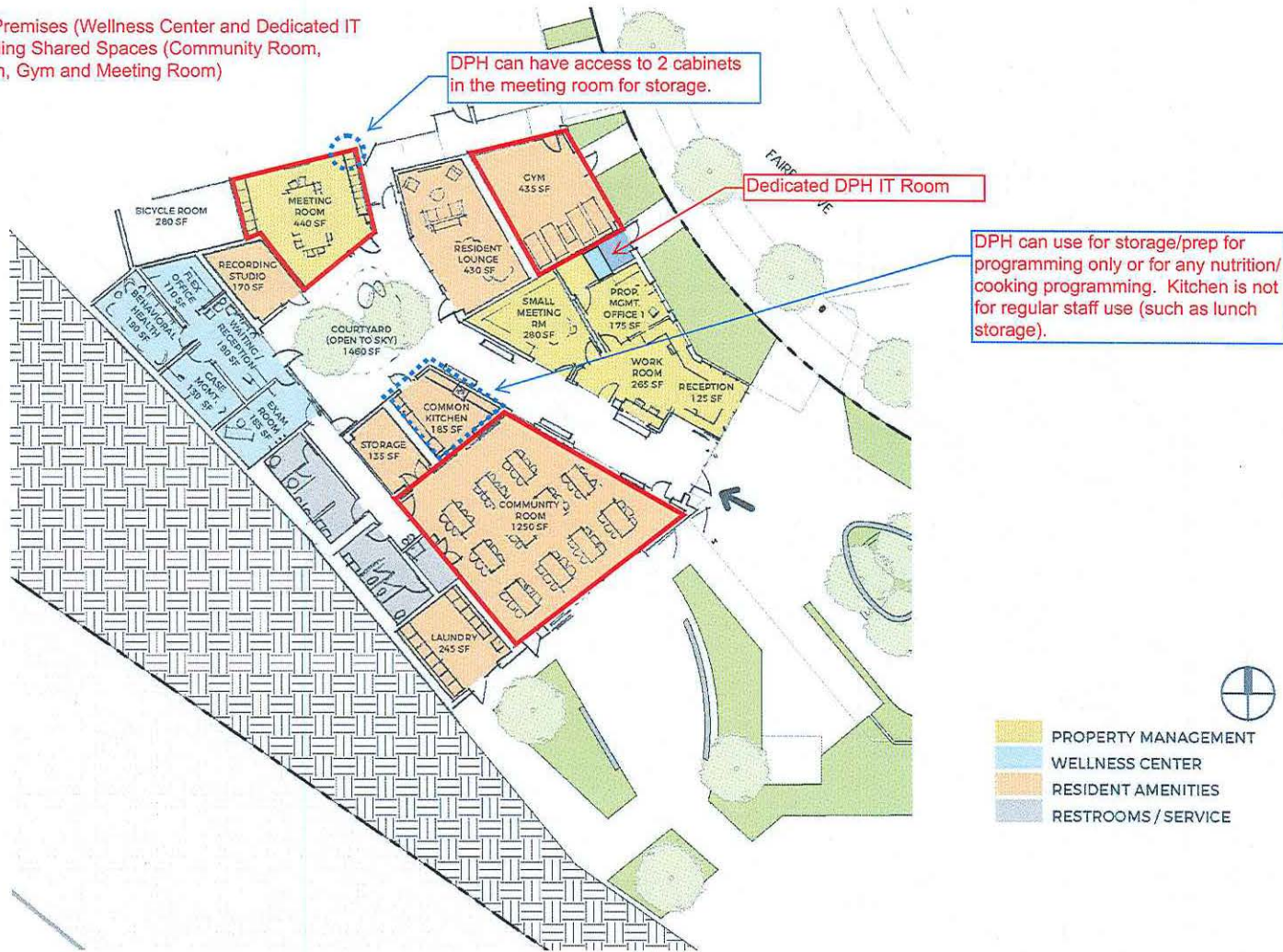


EXHIBIT B

NOTICE OF COMMENCEMENT DATE

[Date]

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

RE: Acknowledgement of Commencement Date, Lease Between THE CITY AND COUNTY OF SAN FRANCISCO (Tenant), and HV PARTNERS BLOCK 10 LP, A California limited partnership (Landlord), for premises known as a portion of 901 Fairfax Avenue
Hunters View – Phase 2B, Block 10

Dear Mr. Updike:

This letter will confirm that for all purposes of the Lease, the Commencement Date (as defined in Section 3.2 of the Lease) is _____, 2018.

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

Very truly yours,

By: _____
Title: _____

Accepted and Agreed:

By: _____
John Updike
Director of Property

Dated: _____

EXHIBIT C

INTENTIONALLY DELETED

EXHIBIT D

STANDARDS FOR UTILITIES AND SERVICES

Landlord shall provide the following utilities and services, the cost of which shall be paid by Tenant as set forth in Section 9 of this Lease:

(a) Ventilation; Heating. Ventilation and heating to the Premises from 8:00 a.m. to 5:00 p.m., Monday to Friday, except holidays, generally recognized in the City of San Francisco ("Normal Business Hours"), and at such temperatures and in such amounts as Landlord deems reasonably necessary for the comfortable occupancy of the Premises, subject to applicable governmental laws, ordinances, rules and regulations.

(b) Electricity. Electric current to the Premises during Normal Business Hours, as required by the Building standard office lighting and for personal computers and other normal fractional horsepower office machines. Tenant shall not connect any apparatus or device with wires, conduits or pipes, or other means by which the services are supplied, for the purpose of using extraordinary amounts of the services without the prior written consent of Landlord. At all times, Tenant's use of electric current shall not exceed the capacity of feeders to the Building or the risers or wiring installation, except as provided in working drawings to Landlord.

(c) Water. Water available at current points of supply in public areas for drinking and lavatory purposes only, and hot and cold water in the Premises for drinking and kitchen purposes, during Normal Business Hours, except for filtered drinking water that is provided by the City directly to the City's invitees which shall be provided at the City's sole cost and expense

EXHIBIT E

LEASEHOLD IMPROVEMENTS

1. The term "Leasehold Improvements" shall mean any improvements made by the Tenant on the Premises, including but not limited to, alterations, additions, and changes to the structure, fixtures, or equipment of the Premises, and any improvements made by the Tenant to the Premises, including but not limited to, alterations, additions, and changes to the structure, fixtures, or equipment of the Premises.

2. The term "Leasehold Improvements" shall mean any improvements made by the Tenant on the Premises, including but not limited to, alterations, additions, and changes to the structure, fixtures, or equipment of the Premises, and any improvements made by the Tenant to the Premises, including but not limited to, alterations, additions, and changes to the structure, fixtures, or equipment of the Premises.

3. The term "Leasehold Improvements" shall mean any improvements made by the Tenant on the Premises, including but not limited to, alterations, additions, and changes to the structure, fixtures, or equipment of the Premises, and any improvements made by the Tenant to the Premises, including but not limited to, alterations, additions, and changes to the structure, fixtures, or equipment of the Premises.

4. The term "Leasehold Improvements" shall mean any improvements made by the Tenant on the Premises, including but not limited to, alterations, additions, and changes to the structure, fixtures, or equipment of the Premises, and any improvements made by the Tenant to the Premises, including but not limited to, alterations, additions, and changes to the structure, fixtures, or equipment of the Premises.

EXHIBIT F

FURNITURE, FIXTURES AND EQUIPMENT



QUOTE

CRI
 130 Sutter Street, 3rd Floor
 San Francisco, CA 94104
 www.cri-sf.com

| | |
|--------------------|--------------------|
| Quote/Order Number | 25653 |
| Date | 08/21/2017 |
| Customer PO Number | |
| Customer Account | JOHSTE |
| Project Principal | Kristen McKenzie |
| Project Number | |
| Terms | 50% DEPOSIT NET 10 |
| Page | 1 of 10 |
| Grand Total | \$42,880.94 |

B HV Partners 1, LP c/o John Stewart Company
 I 1388 Sutter Street, 11th Floor
 L San Francisco, CA 94109
 L
 T Attn: Julie de Jesus
 Phone:
 O Cell:
 Email: juliedejesus@dbarchitect.com

S John Stewart Company
 H Hunters View Block 10
 I 146 West Point Road
 P San Francisco, CA 94124
 T
 O Attn: Julie de Jesus
 Phone:
 Cell:
 Email: juliedejesus@dbarchitect.com

Description: Hunters View Block 10, Wellness Center

Required Installation Date : TBD

A&D Firm/PM Firm or Broker: David Baker Architects

Project Team:
 Project Principal: Kristen McKenzie, Phone: 415-293-0736, Email: kmccarthy@cri-sf.com
 Project Manager: Natalia Castro, Phone: 415-293-0791, Email: ncastro@cri-sf.com
 Project Coordinator: Erin Duff, Phone: 415-293-0775, Email: eduff@cri-sf.com
 Estimator: Holly Hayward

| Group | Quantity | Description | Unit Price | Extended Amount |
|-------|--------------|---|------------|-----------------|
| A | 1.0 | Reception | 6,024.16 | 6,024.16 |
| Line | Quantity | Catalog Number/Description | Unit Price | Extended Amount |
| 1 | 4.00 Each | Andreu World America, Inc. SI-0374--- Happy- Stakable chair with oak board seat and backrest :solid beech wood frame :finish: 311 Mark Line For: Reception | 465.57 | 1,862.28 |
| 2 | 2.00 Each | Herman Miller DU6ATS.3060LE--NNP-SUD-LBM-LBM-91-PHD-NNN-57 @Renew Rect Tbl, T-Foot,Sq-Edge,Lam Top/Thermo Edge,Elec Std Range, 30D 60W NNP:@no power access SUD:@simple up down LBM:@crisp linen LBM:@crisp linen 91:@white leg with white foot PHD:@high density cable trough NNN:@no cutout 57:@glides Mark Line For: Reception | 1,103.52 | 2,207.04 |
| 3 | 2.00 Each | Herman Miller FV694.A12A54--J9-91 +Screen, Translucent Plastic, 12" below WS, 54W J9:+opal frosted 91:+white | 248.93 | 497.86 |



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| Customer PO Number | |
| Customer Account | JOHSTE |
| Project Principal | Kristen McKenzie |
| Project Number | |
| Terms | 50% DEPOSIT NET 10 |
| Page | 2 of 10 |
| Grand Total | \$42,880.94 |

| | | | | |
|---|--------------|---|--------|----------|
| | | Mark Line For: Reception | | |
| 4 | 2.00 Each | Herman Miller AS1SA23AA--AJ-65-C7-63-63-92-61 +Wk Chr,Asmblcd,Sayl,Suspension Mid-Bck,Std-Hgt,Tlt Lim/Ang,Adj Arms,Adj Seat Dpth AJ:+adjustable lumbar support 65:+fog with studio white Y-Tower C7:+2 1/2" caster, black yoke, hard floors or carpet 63:+fog 63:+fog 92:+crepe-Pr Cat 2 61:+crepe shale Mark Line For: Reception | 512.54 | 1,025.08 |
| 5 | 2.00 Each | Herman Miller LW110.24BBF--SR-XS-91-KC-NN-HN +Ped W-Pull,Mobile 24D B/B/F SR:+3/4-extension roller slides on box drawer, full-extension ball bearing on file drawer XS:+textured paint on smooth steel 91:+white KC:+keyed differently, chrome NN:+none HN:+no hand grip Mark Line For: Reception | 215.95 | 431.90 |

| Group | Quantity | Description | Unit Price | Extended Amount |
|-------|----------|-------------|------------|-----------------|
| B | 1.0 | Flex Office | 4,730.37 | 4,730.37 |

| Line | Quantity | Catalog Number/Description | Unit Price | Extended Amount |
|------|--------------|--|------------|-----------------|
| 6 | 3.00 Each | Herman Miller DU6ATS.3048LE--NNP-SUD-LBM-LBM-91-PHD-NNN-57 @Renew Rect Tbl, T-Foot,Sq-Edge,Lam Top/Thermo Edge,Elec Std Range, 30D 48W NNP:@no power access SUD:@simple up down LBM:@crisp linen LBM:@crisp linen 91:@white leg with white foot PHD:@high density cable trough NNN:@no cutout 57:@glides Mark Line For: Flex Office | 1,064.25 | 3,192.75 |
| 7 | 3.00 Each | Herman Miller AS1SA23AA--AJ-65-C7-63-63-92-61 +Wk Chr,Asmblcd,Sayl,Suspension Mid-Bck,Std-Hgt,Tlt Lim/Ang,Adj Arms,Adj Seat Dpth AJ:+adjustable lumbar support 65:+fog with studio white Y-Tower C7:+2 1/2" caster, black yoke, hard floors or carpet | 512.54 | 1,537.62 |



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|--------------------|--------------------|
| Quote/Order Number | 25653 |
| Date | 08/21/2017 |
| Customer PO Number | |
| Customer Account | JOHSTE |
| Project Principal | Kristen McKenzie |
| Project Number | |
| Terms | 50% DEPOSIT NET 10 |
| Page | 3 of 10 |
| Grand Total | \$42,880.94 |

| | | | | |
|--|--|---|--|--|
| | | 63:+fog 63:+fog 92:+crepe-Pr Cat 2 61:+crepe shale Mark Line For: Flex Office | | |
|--|--|---|--|--|

| Group | Quantity | Description | Unit Price | Extended Amount |
|-------|----------|-------------------------|------------|-----------------|
| C | 1.0 | Large Behavioral Health | 10,900.59 | 10,900.59 |

| Line | Quantity | Catalog Number/Description | Unit Price | Extended Amount |
|------|--------------|---|------------|-----------------|
| 8 | 1.00 Each | Herman Miller DU6ATS.3060LE--NNP-SUD-LBM-LBM-91-PHD-NNN-57 @Renew Rect Tbl, T-Foot,Sq-Edge,Lam Top/Thermo Edge,Elec Std Range, 30D 60W NNP:@no power access SUD:@simple up down LBM:@crisp linen LBM:@crisp linen 91:@white leg with white foot PHD:@high density cable trough NNN:@no cutout 57:@glides Mark Line For: Large Behavioral Health | 1,103.52 | 1,103.52 |
| 9 | 1.00 Each | Herman Miller AS1SA23AA--AJ-65-C7-63-63-92-61 +Wk Chr,Asmbl'd,Sayl,Suspension Mid-Bck,Std-Hgt,Tlt Lim/Ang,Adj Arms,Adj Seat Dpth AJ:+adjustable lumbar support 65:+fog with studio white Y-Tower C7:+2 1/2" caster, black yoke, hard floors or carpet 63:+fog 63:+fog 92:+crepe-Pr Cat 2 61:+crepe shale Mark Line For: Large Behavioral Health | 512.54 | 512.54 |
| 10 | 1.00 Each | Herman Miller LW110.24BBF--SR-XS-91-KC-NN-HN +Ped W-Pull,Mobile 24D B/B/F SR:+3/4-extension roller slides on box drawer, full-extension ball bearing on file drawer XS:+textured paint on smooth steel 91:+white KC:+keyed differently, chrome NN:+none HN:+no hand grip Mark Line For: Large Behavioral Health | 215.95 | 215.95 |
| 11 | 1.00 Each | Herman Miller LW200.363--XS-91-KC-CB-2R +Lat File,W-Pull Freestd 3 Dwr 36W | 471.45 | 471.45 |



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|--------------------|--------------------|
| Quote/Order Number | 25653 |
| Date | 08/21/2017 |
| Customer PO Number | |
| Customer Account | JOHSTE |
| Project Principal | Kristen McKenzie |
| Project Number | |
| Terms | 50% DEPOSIT NET 10 |
| Page | 4 of 10 |
| Grand Total | \$42,880.94 |

| | | | | |
|----|--------------|--|----------|----------|
| | | XS:+textured paint on smooth steel 91:+white KC:+keyed differently, chrome CB:+counterweight (recommended) 2R:+side-to-side filing rail Mark Line For: Large Behavioral Health | | |
| 12 | 1.00 Each | Interface America LILTNING MULTI (BY TILE)--- 36.00 SQ YARDS :Finish: Multi :approx. 8'x10' Mark Line For: Large Behavioral Health | 1,098.45 | 1,098.45 |
| 13 | 1.00 Each | Herman Miller DFSX--BK-113-E8 @Eames Molded Fiberglass Side Chair No Arms 4-Leg Base BK:@black 113:@ultramarine blue E8:@standard glide Mark Line For: Large Behavioral Health | 301.20 | 301.20 |
| 34 | 1.00 Each | KnollStudio 1053CCOM--- 1053C - Charles Pfister Standard Sofa :COM: Momentum / Oath :Color: Anise :COMM09012 - DA490643 Mark Line For: Large Behavioral Health | 7,197.48 | 7,197.48 |

| Group | Quantity | Description | Unit Price | Extended Amount |
|-------|----------|-------------------------|------------|-----------------|
| D | 1.0 | Small Behavioral Health | 7,779.13 | 7,779.13 |

| Line | Quantity | Catalog Number/Description | Unit Price | Extended Amount |
|------|--------------|---|------------|-----------------|
| 14 | 1.00 Each | Herman Miller DU6ATS.3060LE--NNP-SUD-LBM-LBM-91-PHD-NNN-57 @Renew Rect Tbl, T-Foot,Sq-Edge,Lam Top/Thermo Edge,Elec Std Range, 30D 60W NNP:@no power access SUD:@simple up down LBM:@crisp linen LBM:@crisp linen 91:@white leg with white foot PHD:@high density cable trough NNN:@no cutout 57:@glides Mark Line For: Small Behavioral Health | 1,103.52 | 1,103.52 |
| 15 | 1.00 Each | Herman Miller AS1SA23AA--AJ-65-C7-63-63-92-61 +Wk Chr,Asmbled,Sayl,Suspension Mid-Bck,Std-Hgt,Tlt Lim/Ang,Adj Arms,Adj Seat Dpth | 512.54 | 512.54 |



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| | |
|--------------------|--------------------|
| Quote/Order Number | 25653 |
| Date | 08/21/2017 |
| Customer PO Number | |
| Customer Account | JOHSTE |
| Project Principal | Kristen McKenzie |
| Project Number | |
| Terms | 50% DEPOSIT NET 10 |
| Page | 5 of 10 |
| Grand Total | \$42,880.94 |

| | | | | |
|----|--------------|--|----------|----------|
| | | AJ:+adjustable lumbar support 65:+fog with studio white Y-Tower C7:+2 1/2" caster, black yoke, hard floors or carpet 63:+fog 63:+fog 92:+crepe-Pr Cat 2 61:+crepe shale Mark Line For: Small Behavioral Health | | |
| 16 | 1.00 Each | Herman Miller LW110.24BBF--SR-XS-91-KC-NN-HN +Ped W-Pull,Mobile 24D B/B/F SR:+3/4-extension roller slides on box drawer, full-extension ball bearing on file drawer XS:+textured paint on smooth steel 91:+white KC:+keyed differently, chrome NN:+none HN:+no hand grip Mark Line For: Small Behavioral Health | 215.95 | 215.95 |
| 17 | 1.00 Each | Herman Miller LW200.363--XS-91-KC-CB-2R +Lat File,W-Pull Freestd 3 Dwr 36W XS:+textured paint on smooth steel 91:+white KC:+keyed differently, chrome CB:+counterweight (recommended) 2R:+side-to-side filing rail Mark Line For: Small Behavioral Health | 471.45 | 471.45 |
| 18 | 1.00 Each | Interface America Vintage Vibe Coral (BY TILE)--- 14.00 SQ YARDS :Finish: Coral :approx. 5'x7' Mark Line For: Small Behavioral Health | 376.92 | 376.92 |
| 37 | 1.00 Each | KnollStudio 1052CCOM--- 1052C - Charles Pfister Standard Settee :COM: Momentum / Oath :Color: Anise :COMM09012 - DA490643 Mark Line For: Small Behavioral Health | 5,098.75 | 5,098.75 |

| Group | Quantity | Description | Unit Price | Extended Amount |
|-------|----------|-------------|------------|-----------------|
| E | 1.0 | Exam Room | 3,198.75 | 3,198.75 |

| Line | Quantity | Catalog Number/Description | Unit Price | Extended Amount |
|------|--------------|---|------------|-----------------|
| 19 | 1.00 Each | Herman Miller DU6ATS.3648LE--NNP-SUD-LBM-LBM-91-PHD-NNN-57 | 1,093.29 | 1,093.29 |



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|--------------------|--------------------|
| Quote/Order Number | 25653 |
| Date | 08/21/2017 |
| Customer PO Number | |
| Customer Account | JOHSTE |
| Project Principal | Kristen McKenzie |
| Project Number | |
| Terms | 50% DEPOSIT NET 10 |
| Page | 6 of 10 |
| Grand Total | \$42,880.94 |

| | | | | |
|----|--------------|--|--------|--------|
| | | @Renew Rect Tbl, T-Foot,Sq-Edge,Lam Top/Thermo Edge,Elec Std Range, 36D 48W NNP:@no power access SUD:@simple up down LBM:@crisp linen LBM:@crisp linen 91:@white leg with white foot PHD:@high density cable trough NNN:@no cutout 57:@glides Mark Line For: Exam Room | | |
| 20 | 1.00 Each | Herman Miller AS1SA23AA--AJ-65-C7-63-63-92-61 +Wk Chr,Asmble,Sayl,Suspension Mid-Bck,Std-Hgt,Tlt Lim/Ang,Adj Arms,Adj Seat Dpth AJ:+adjustable lumbar support 65:+fog with studio white Y-Tower C7:+2 1/2" caster, black yoke, hard floors or carpet 63:+fog 63:+fog 92:+crepe-Pr Cat 2 61:+crepe shale Mark Line For: Exam Room | 512.54 | 512.54 |
| 21 | 1.00 Each | Herman Miller LW110.24BBF--SR-XS-91-KC-NN-HN +Ped W-Pull,Mobile 24D B/B/F SR:+3/4-extension roller slides on box drawer, full-extension ball bearing on file drawer XS:+textured paint on smooth steel 91:+white KC:+keyed differently, chrome NN:+none HN:+no hand grip Mark Line For: Exam Room | 215.95 | 215.95 |
| 22 | 1.00 Each | Herman Miller LK410.30--XS-91-KA-MS +Add-On Overfile,Bar Pull,30W XS:+textured paint on smooth steel 91:+white KA:+keyed alike MS:+metallic silver Mark Line For: Exam Room | 330.75 | 330.75 |
| 23 | 1.00 Each | Herman Miller LK20D.303--XS-91-KA-MS-CB-1R +Lat File,Bar Pull Freestd,Ptd Mtl Frnt, 3 Dwr 30W XS:+textured paint on smooth steel 91:+white KA:+keyed alike MS:+metallic silver | 580.65 | 580.65 |



QUOTE

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| | |
|--------------------|--------------------|
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| Date | 08/21/2017 |
| Customer PO Number | |
| Customer Account | JOHSTE |
| Project Principal | Kristen McKenzie |
| Project Number | |
| Terms | 50% DEPOSIT NET 10 |
| Page | 7 of 10 |
| Grand Total | \$42,880.94 |

| | | | | |
|----|--------------|---|--------|--------|
| | | CB:+counterweight (recommended) 1R:+front-to-back filing rail Mark Line For: Exam Room | | |
| 24 | 1.00 Each | Herman Miller 1B2JK7-226 Chrome UM Lock Plug and Key 226 Mark Line For: Exam Room | 0.00 | 0.00 |
| 25 | 1.00 Each | Herman Miller 1B2JK7-227 Chrome UM Lock Plug and Key 227 Mark Line For: Exam Room | 0.00 | 0.00 |
| 26 | 1.00 Each | Andreu World America, Inc. SI-0374--- Happy- Stakable chair with oak board seat and backrest :solid beech wood frame :finish: 311 Mark Line For: Exam Room | 465.57 | 465.57 |

| Group | Quantity | Description | Unit Price | Extended Amount |
|-------|----------|-------------|------------|-----------------|
| F | 1.0 | Misc | 1,201.28 | 1,201.28 |

| Line | Quantity | Catalog Number/Description | Unit Price | Extended Amount |
|------|--------------|--|------------|-----------------|
| 41 | 8.00 Each | WorkRite Ergonomics CONF-1SDA-WOB-S CONFORM ARTICULATING ARM, W/O BASE | 117.83 | 942.64 |
| 42 | 8.00 Each | WorkRite Ergonomics CONF-BSE-CCG-S CONFORM BASE, C-CLAMP & GROMMET | 32.33 | 258.64 |

| Group | Quantity | Description | Unit Price | Extended Amount |
|-------|----------|-------------|------------|-----------------|
| G | 1.0 | Freight | 697.32 | 697.32 |

| Line | Quantity | Catalog Number/Description | Unit Price | Extended Amount |
|------|--------------|---|------------|-----------------|
| 27 | 1.00 Each | Andreu World America, Inc. Freight Andreu World Freight | 384.61 | 384.61 |
| 28 | 1.00 Each | Interface America Freight Interface Freight | 237.18 | 237.18 |
| 40 | 1.00 Each | Momentum Group Freight Knotll Studio COM Textiles Freight | 55.53 | 55.53 |
| 43 | 1.00 Each | WorkRite Ergonomics Freight Workrite Freight | 20.00 | 20.00 |



QUOTE

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| | |
|--------------------|--------------------|
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| Customer PO Number | |
| Customer Account | JOHSTE |
| Project Principal | Kristen McKenzie |
| Project Number | |
| Terms | 50% DEPOSIT NET 10 |
| Page | 8 of 10 |
| Grand Total | \$42,880.94 |

| Group | Quantity | Description | Unit Price | Extended Amount |
|-------|----------|-------------|------------|-----------------|
| H | 1.0 | Labor | 4,990.00 | 4,990.00 |

| Line | Quantity | Catalog Number/Description | Unit Price | Extended Amount |
|------|--------------|---|------------|-----------------|
| 31 | 1.00 Each | Anncillary, Inc. Labor Labor to receive, deliver and install the above product during normal business hours in one phase. No permits or stair carries included. | 4,990.00 | 4,990.00 |

| | |
|--------------------------|--------------------|
| Total: | \$39,521.60 |
| Sales Tax: | \$3,359.34 |
| Grand Total: | \$42,880.94 |
| Required Deposit 50.0% : | \$21,440.47 |

Pricing valid for 30 days.

Storage- Pricing includes 30 days of storage from date of furniture receipt at warehouse.

==

Access- Labor pricing and schedule assumes free and clear access to elevator and space.

==

Punch- Furniture punch walkthrough must be complete prior to contents/equipment being moved into/onto furniture.

==

Change Order- Any new requests or changes to scope of work will be considered a change order and may result in additional charges. Client is required to pre-authorize all changes either via writing or signed change order prior to work being performed.

==

Freight- Freight charges are estimated and subject to being billed actual.

==

Cancellation- Once approved, any changes, including cancellation, are subject to manufacturer's approval.

==

Graphics- Images may not reflect options/finishes selected. Accessories may be sold separately.

==

Dimensions- Model numbers may not be representative of actual dimensions of any product. Model numbers are used for identification purposes only and actual dimensions may be smaller than nominal model numbers indicate.

All products conform to ANSI/BIFMA safety requirements, including dimension reduction or allowances for pinch points and cord management.

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QUOTE

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| | |
|--------------------|--------------------|
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| Customer PO Number | |
| Customer Account | JOHSTE |
| Project Principal | Kristen McKenzie |
| Project Number | |
| Terms | 50% DEPOSIT NET 10 |
| Page | 9 of 10 |
| Grand Total | \$42,880.94 |

CRI TERMS AND CONDITIONS

This Agreement will be effective and order can be placed/processed only if signed by an authorized representative of Buyer and returned to Seller at the address noted herein within (30) days after the date hereof.

CHARGES & PAYMENT

1) Payment terms: 100% deposit required for any orders up to \$7,500. Upon approval of credit, 50% deposit required for any orders \$7,500+ with balance due net 10, unless otherwise stated on terms above. 2) Seller may, on ten (10) days written notice to Buyer, increase the selling price of any merchandise sold as a result of an increase in existing freight rates. 3) If Buyer has service and/or product problems, Buyer may only withhold payment for that portion of the payment that represents the payment for the service and/or product that is defective. 4) Unless prices quoted in the schedule of equipment herein are quoted as delivered and/or installed, procurement of, and payment for labor and all costs for installation are the responsibility of the Buyer. 5) Buyer is responsible for all costs, charges, fees or other expense incurred by Seller for the warehousing or storage of the merchandise sold hereunder if Buyer does not accept delivery within thirty (30) days from the date that Seller is able to deliver said merchandise, or any installments thereof. Buyer must immediately notify Seller of any delays in Buyer's ability to accept delivery of the merchandise sold hereunder. If products are held in Seller's or a third party's warehouse for more than thirty (30) days, the entire balance of the order and all storage costs will be immediately due and payable. 6) Any increases in applicable taxes will be added to invoice and must be paid by Buyer. 7) Buyer agrees that (a) time is of the essence for the performance of all obligations under this Agreement; (b) Buyer will give immediate written notice of any change of residence or business address; (c) Buyer will pay a one-time late fee of five percent (5%) of the total payment owed if any payment due is more than thirty (30) days late; this charge is intended to cover, at least in part, the additional costs imposed upon the Seller by overdue accounts; (d) in addition to the five percent (5%) late fee, all delinquent payments and sums due hereunder will bear interest at one and a half percent (1.5%) per month, or the maximum allowable rate under state law, whichever is lower, until paid; and, (e) acceptance by Seller of any partial or later payment or Seller's failure to object to any default will not constitute a waiver of any default then existing or thereafter occurring.

SHIPMENT & INSTALLATION

1) This contract is subject to and the Seller will not be responsible or liable for delays caused by factors beyond Seller's reasonable control. If any delivery is suspended, or delayed, delivery will be made as soon as practicable and the only term of this agreement that will be changed will be the timing of the delivery. 2) Buyer is responsible for direct shipments. If product is damaged, Buyer must file a freight claim. Seller cannot guarantee inside delivery or date of delivery. 3) For all equipment quoted as installed the following provisions are applicable: (a) Buyer must provide access to the place of installation in a timely and continuous fashion. Expense incurred by Seller where premises are not accessible will be billed as an addition payable upon receipt of invoice; (b) on installations requiring connections such as plumbing, electrical, air conditioning, etc. such trades performing this work will be provided by and at the expense of Buyer; (c) electric current, light, heat, hoisting or elevator service for delivery and/or installation will be furnished to Seller without charge; (d) the cost of premium pay for labor performed at Buyer's request during other than normal work-day working hours will be billed as an addition; and (e) Seller will use reasonable care in leaving the premises neat after installation, however, Buyer will be responsible for any cleaning of the premises or equipment necessary to prepare the premises for occupancy or operation.

SECURITY AGREEMENT

1) Seller will have a security interest in and retain title to all merchandise and equipment purchased hereunder until Buyer has fully performed all of its obligations under this Agreement, including any future add-ons, late and extension charges, time charges and all other advances or expenses permitted by this Agreement or by law, for the purpose of securing Buyer's performance of its obligations to Seller. 2) Seller will have the right, at any time after Buyer's default and without notice to Buyer (except when required by law) to repossess and without breach of the peace remove collateral from the private premises of Buyer and Buyer hereby authorizes Seller and its agents to enter said premises.

ADDITIONAL TERMS

1) Buyer agrees that any sample or description made or furnished to Buyer is only representative of the final product and may not indicate an exact match and is not a part of the basis of the bargain. 2) Buyer may make subsequent purchases from Seller and at Seller's option this



QUOTE

CRI
130 Sutter Street, 3rd Floor
San Francisco, CA 94104
www.cri-sf.com

| | |
|--------------------|--------------------|
| Quote/Order Number | 25653 |
| Date | 08/21/2017 |
| Customer PO Number | |
| Customer Account | JOHSTE |
| Project Principal | Kristen McKenzie |
| Project Number | |
| Terms | 50% DEPOSIT NET 10 |
| Page | 10 of 10 |
| Grand Total | \$42,880.94 |

Agreement will then be amended to incorporate the changed orders and the new sales and their respective prices. Except to the extent that Seller agrees to amendments to the terms of this Agreement in writing, all the terms and conditions set forth herein will apply to all subsequent purchases by Buyer from Seller. The amendment may also provide: (a) for a proportionate increase in service charges or installment payments, or both; (b) that the amended Agreement is subject to all terms and conditions of this Agreement, and (c) that the security interest retained by Seller also secures payment of all additional and new obligations until the sale price under this Agreement is fully paid. 3) Buyer will pay all costs, charges, expenses and disbursements, including reasonable attorneys' fees, incurred by the Seller in the enforcement of any other term or provision required to be performed by the Buyer hereunder whether or not suit be instituted in respect thereto. 4) Buyer will make no assignment of this Agreement or transfer of the equipment without prior consent in writing of Seller. 5) Buyer acknowledges receipt of a duplicate copy of this Agreement. 6) This instrument constitutes the entire agreement between the parties and no express or implied warranties or representations have been made by Seller in reference to the equipment, furniture or furnishings (unless expressly stated herein). The only warranties are any written manufacturers' warranties provided to the Buyer, and Buyer's sole recourse with respect to such warranties is against the manufacturer, and then only to the extent provided in such warranties. Buyer has made an independent investigation of the equipment and has relied solely upon its own investigation with reference thereto and in entering into this Agreement, and is completely satisfied with that investigation. No oral or written statement made in connection with this Agreement or in connection with any proposal or schedule by Seller or Seller's agent will be binding upon Seller unless reduced to a writing that is both signed by an authorized agent of Seller and attached to this Agreement. 7) Seller makes no express warranties unless they appear in writing signed by Seller and makes no implied warranties of merchantability, or fitness for a particular purpose, or of any other kind.

CANCELLATION

1) Buyer will not be relieved of this obligation to accept and pay for any merchandise sold hereunder in the event of Buyer's written notice of cancellation for purchase of any of the merchandise hereunder, unless said written notice is received by Seller prior to the expiration of five (5) days from the date hereof, but only if Seller will not incur any obligation whatsoever to any third party with respect to this contract.

Please check this box to make the above Terms & Conditions agreement affective for one year from date of signature.
Effective Dates _____ to _____

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED

THANK YOU FOR YOUR BUSINESS

BUYER: _____
Signature

Company

Name and Title

Date

EXHIBIT G

WELLNESS PROGRAM SERVICES TO BE PROVIDED BY THE CITY

HOPE SF Community Wellness Program

FACT SHEET

HOPE SF STRATEGY

HOPE SF is the nation's first large-scale community development and reparations effort aimed at creating **equitable, inclusive, mixed-income neighborhoods without mass displacement** of existing residents. Central to this ambitious initiative is the revitalization of the dilapidated housing stock in the City's four most distressed family public housing sites: Alice Griffith, Hunters View, Potrero Terrace & Annex, and Sunnysdale. HOPE SF understands that housing alone will not disrupt the generational poverty experienced by these communities, and the HOPE SF approach is inclusive of deep commitments to creating more equitable systems that promote health & wellness, safety, education, and family mobility. Central to this work is the delivery of place-based services that are culturally relevant, destigmatized, and that meet people where they are, mentally and physically. The Community Wellness Program is the signature example of this place based approach, rooted in systems change, and sustained by the Department of Public Health. HOPE SF will be able to provide onsite health and wellness services within each of four public housing communities.

ONSITE WELLNESS AND BEHAVIORAL HEALTH SERVICES STRATEGY

The Community Wellness Program (CWP) located in HOPE SF communities promotes compassion and respect through creative services and a common purpose. The Department of Public Health (DPH) is committed to providing a safe haven that supports physical, emotional and spiritual wellness to improve the quality of life of HOPE SF residents. DPH's mission as the Community Wellness Program is that we distinguish ourselves from being a typical clinic that uses the medical model of care and focuses on pathology instead of wellness. We are interested in **prevention, early intervention** and **creating social cohesion**. Our goal is to help in the healing of the four HOPE SF communities by offering health education and a safe space for residents to connect with one another and receive any necessary support from trained providers. This program will use a holistic approach that focuses on wellness and healing so that we can make a significant and long-term positive impact on the community.

Expanding and stabilizing onsite wellness and behavioral health services at all HOPE SF sites is a key strategy to promote the health of HOPE SF residents. These services will benefit public housing residents who reside in HOPE SF developments, with specific services focused on behavioral health, health promotion, disease prevention and nursing support. These onsite services and support will build connections to primary care medical homes and foster trust, awareness, and community around issues of health and well-being. Health promotion activities such as cooking and nutrition classes, support groups and movement classes will be an important focus to fostering community participation. In addition, this strategy will integrate DPH's HOPE SF activities in a comprehensive model that links onsite services for public housing residents with community based DPH clinical services (primary care and behavioral health) and population health initiatives. DPH will be responsible for these strategies that will be employed onsite at the HOPE SF wellness centers.

KEY COMPONENTS OF THIS STRATEGY:

- Onsite preventive, health promotion and clinical services
- Connection to citywide network of primary care and behavioral health clinics
- Site-based Peer Health Leaders providing health education, promotion, and outreach
- Data-driven decision making, based on ongoing program evaluation and reporting

EXHIBIT H

JANITORIAL SERVICES

Janitorial Services Completed by Landlord

- Janitorial Services for Rentable Area
 - Dust all desks and office furniture with treated dust cloths daily although papers and folders on desks are not to be moved (daily)
 - Vacuum floors every other day (3 times per week)
 - Empty all waste paper baskets and other trash containers and remove all trash from floors to designated trash areas
 - Clean interior windows (on as needed basis)
 - Clean all exterior windows/glass walls (on a monthly basis)
 - Check for burned out lights and replace from building stock that are supplied by Licensor (on an as needed basis)

- Janitorial Services for Building's Restrooms (All tasks to be completed daily)
 - Re-stock all restrooms with supplies from Licensor's stock including paper towels, toilet tissue, seat covers and hand soap
 - Wash and polish all mirrors, dispensers, faucets with disinfectant cleaner
 - Wipe dry all sinks.
 - Wash and sanitize all toilets, toilet seats, urinals and sinks with disinfectant cleaner
 - Mop floors with disinfectant solution
 - Remove all restroom trash

- Janitorial Services for Shared Spaces and surplus space
 - Dust all furniture with treated dust cloths daily
 - Vacuum floors every other day (3 times per week)
 - Empty all waste paper baskets and other trash containers and remove all trash from floors to designated trash areas
 - Clean interior windows (on as needed basis)
 - Clean all exterior windows/glass walls (on a monthly basis)
 - Check for burned out lights and replace from building stock that are supplied by Licensor (on an as needed basis) We

Janitorial Services Completed by Tenant after any Program/ Event sponsored in the Shared Spaces and/or surplus space

- Empty all trash receptacles with food waste or that are full and place trash in trash room
- Wipe down all tables and chairs/furniture if needed
- Clean kitchen area if used during event
- Clean floors (Mop and/or vacuum) as needed
- Remove any decorations/signage installed for events

