

FIRST AMENDMENT TO OFFICE LEASE

between

**HUDSON 1455 MARKET STREET, LLC, a Delaware limited liability company,
as Landlord**

and

**CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation,
as City**

**For the lease of Office Space at
1455 Market Street, San Francisco, California**

May 2, 2025

FIRST AMENDMENT TO OFFICE LEASE

This First Amendment to Office Lease (this "**First Amendment**") is made and entered into as of May 2, 2025 (the "**Amendment Effective Date**"), by and between HUDSON 1455 MARKET STREET, LLC, a Delaware limited liability company ("**Landlord**"), and CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**" or "**Tenant**").

RECITALS

A. On April 23, 2024, the City's Board of Supervisors (the "**Board**") passed Resolution No. 192-24 (the "**Original Lease Resolution**") authorizing its Director of Property, on behalf of multiple City Departments, to enter into the Original Lease (as defined below). The Original Lease Resolution was duly signed by the Mayor of San Francisco and certified by the Clerk of the Board on April 26, 2024.

B. Landlord and City are parties to that certain Office Lease dated as of May 1, 2024 (the "**Original Lease**"), pursuant to which Landlord leases to City, and City leases from Landlord, certain premises (the "**Phase I: Initial Premises**") containing approximately 157,154 rentable square feet within the building located at 1455 Market Street, San Francisco, California (the "**Building**"), which Phase I: Initial Premises is comprised of: (i) approximately 51,789 rentable square feet on the 7th floor of the Building, (ii) approximately 26,352 rentable square feet on the 12th floor of the Building, (iii) approximately 26,339 rentable square feet on the 13th floor of the Building, (iv) approximately 26,337 rentable square feet on the 16th floor of the Building, and (v) approximately 26,337 rentable square feet on the 17th floor of the Building, all as more particularly described in the Original Lease.

C. Pursuant to Section 2.1(c) of the Original Lease, on March 30, 2025, Landlord received an Additional Premises Notice from City exercising its Additional Premises Option with respect to certain proposed Additional Premises and Basement Space in the Building and, on April 2, 2025, Landlord responded in writing to City's Additional Premises Notice and indicated that the proposed Additional Premises and Basement Space is not currently under Active Negotiations.

D. Landlord and City have worked diligently and in good faith to develop proposed space planning, scope and budget for the Leasehold Improvements for the proposed Additional Premises and the Basement Space.

E. On April 29, 2025, by Resolution No. 194-25 (the "**First Amendment Resolution**"), the Board of Supervisors authorized its Director of Property, on behalf of multiple City Departments, to enter into this First Amendment to Office Lease in order to, among other things, (x) add the proposed Additional Premises and the Basement Space (as more particularly shown on Exhibit A attached hereto) to the Premises, and (y) clarify that the proposed Additional Premises shall constitute the "Phase II: Initial Premises" (as defined in Section 2.1(b) of the Original Lease, as modified by Paragraph 7 of this First Amendment below) for all purposes under the Lease. The First Amendment Resolution was duly signed by the Mayor of San Francisco and certified by the Clerk of the Board on May 2, 2025.

F. All initially capitalized terms used in this First Amendment and not otherwise specifically defined in this First Amendment shall have the meaning provided in the Original Lease.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and City hereby agree to enter into this First Amendment as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference as if fully set forth in this First Amendment.

2. The term "**Lease**" where used in the Original Lease and this First Amendment will hereafter refer to the Original Lease, as amended by this First Amendment.

3. **Original Lease Effective Date.** The Effective Date of the Original Lease is stated on page 2 of the Original Lease and remains unchanged as May 1, 2024.

4. **Page 2, Rentable Area of Premises (Section 2.1):** On page 2 of the Original Lease, the "Rentable Area of Premises (Section 2.1)" paragraph is deleted in its entirety and replaced with a new paragraph which reads as follows:

"Rentable Area of Premises (Section 2.1): **Phase I: Initial Premises** - Approximately 157,154 RSF on floors 7, 12, 13, 16 and 17. **Phase II: Initial Premises** - Approximately 225,883 RSF on the sublevel floor and floor 4 in the podium and floors 8, 18 and 22, all of which may be upon a staggered rental commencement date. **Basement Space** - Approximately 6,279 RSF in three (3) separate rooms consisting of: (x) 5,200 RSF, (y) 800 RSF and (z) 279 RSF on Level 2 of the Building. **Additional Premises.**

5. **Page 4, Base Year (Section 4.6):** On page 4 of the Original Lease, the "Base Year (Section 4.6)" paragraph is deleted in its entirety and replaced with a new paragraph which reads as follows:

"Base Year (Section 4.6)

The Base Year for operating expenses, real estate taxes and insurance shall be the calendar year 2027 for the entire Premises (including Basement Space)."

6. **Page 5, Temporary Swing Space and Storage (Sections 22.5 and 22.6):** On page 5 of the Original Lease, the "Temporary Swing Space and Storage (Sections 22.5 and 22.6)" heading and paragraph are amended to correct typographical errors as follows:

The reference to "22.5" is changed in every occurrence to "22.7" and the term "22.6" is changed in every occurrence to "22.8".

7. **Section 2.1(b).** From and after the Amendment Effective Date, the proposed Additional Premises shall be deemed to constitute the "Phase II: Initial Premises" for all purposes under the Lease and, accordingly, Section 2.1(b) Phase II: Initial Premises of the Original Lease is deleted in its entirety and replaced by a new Section 2.1(b) which reads as follows:

"(b) Phase II: Initial Premises. The Phase II: Initial Premises contain the rentable area and are located on the floor(s) of the Building specified in the Basic Lease Information and as follows: (1) approximately 66,056 rentable square feet on the sublevel floor in the podium (the "**1460 Mission Premises**"), (2) approximately 97,718 rentable square feet on the 4th floor in the podium (the "**4th Floor Premises**"), (3) approximately 7,660 rentable square feet on the 8th floor of the Building (the "**8th Floor Premises**") (which 8th Floor Premises is referred to in the Original Lease as the "Temporary Swing Space"), (4) approximately 27,215 rentable square feet on the 18th floor of the Building (the "**18th Floor Premises**"), and (5) approximately 27,234 rentable square feet on the 22nd floor of the Building (the "**22nd Floor Premises**")."

8. **Section 4.7(a).** Section 4.7(a) Base Year / Operating Expenses / Property Taxes of the Original Lease is deleted in its entirety and replaced by a new Section 4.7(a) which reads as follows:

"(a) Base Year / Operating Expenses / Property Taxes: The Base Year for Operating Costs and Real Estate Taxes shall be the calendar year 2027 for the entire Premises (including Basement Space)."

9. **Section 5.1.** Section 5.1 Permitted Use and Zoning of the Original Lease shall remain in full force and effect; provided, however, that subject to the terms of the Lease and Tenant's compliance with all applicable Laws and the additional rules and regulations applicable to the 1460 Mission Premises attached hereto as Exhibit B (as the same may be supplemented, modified and/or amended by Landlord from time to time, the "**1460 Mission Premises Rules and Regulations**"), Landlord has consented to the City providing direct services to the public including, but not limited to, on-site payments, collections and general welfare / public assistance services, by and through its Human Services Agency (HSA) and/or their service provider partners ("**Direct Services**") in the 1460 Mission Premises only. Notwithstanding anything in the Lease to the contrary, in the event of a conflict between the terms of the Lease and the 1460 Mission Premises Rules and Regulations as the same relates to the provision of Direct Services from the 1460 Mission Premises, the terms of the 1460 Mission Premises Rules and Regulations shall control and prevail.

10. **Section 22.8.** Section 22.8 of the Original Lease is deleted in its entirety and replaced by a new Section 22.8 which reads as follows:

"Intentionally Omitted."

11. **Estoppel.** City warrants, represents and certifies to Landlord that, as of the Amendment Effective Date, to City's actual knowledge without duty of investigation or inquiry,

(a) Landlord is not in default under the Lease, and (b) City does not have any defenses or offsets to payment of rent and performance of its obligations under the Lease as and when the same becomes due. Landlord warrants, represents and certifies to City that, as of the Amendment Effective Date, to Landlord's actual knowledge without duty of investigation or inquiry, City is not in default under the Lease.

12. **Brokers.** Each of Landlord and City represents and warrants to the other that it has not dealt with any broker with respect to this First Amendment. If Landlord or City has dealt with any broker or person with respect to this First Amendment, the breaching party shall be solely responsible for the payment of any fees due said person or firm and shall protect, indemnify, hold harmless and defend the non-breaching party from any liability with respect thereto.

13. **No Other Modifications.** Except as otherwise expressly set forth above, the Lease remains unmodified and in full force and effect. The Landlord and City hereby ratify the Original Lease, as amended hereby.

14. **Counterparts and Electronic Signatures.** This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this First Amendment may be executed and delivered by electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. This First Amendment shall be binding upon and inure to the benefit of Landlord, its successors and assigns and City and its permitted successors and assigns.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS FIRST AMENDMENT, LANDLORD ACKNOWLEDGES THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY TO THIS FIRST AMENDMENT UNLESS THE CITY'S BOARD OF SUPERVISORS AND MAYOR HAVE DULY ADOPTED AND SIGNED A RESOLUTION APPROVING THIS FIRST AMENDMENT AND AUTHORIZING CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS FIRST AMENDMENT. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY UNDER THIS FIRST AMENDMENT ARE CONTINGENT ON ADOPTION OF THAT RESOLUTION, AND THIS FIRST AMENDMENT WILL BE NULL AND VOID UNLESS CITY'S BOARD OF SUPERVISORS AND MAYOR APPROVE THIS FIRST AMENDMENT, EACH EXERCISING THEIR RESPECTIVE SOLE AND ABSOLUTE DISCRETION, AND IN ACCORDANCE WITH ALL APPLICABLE LAWS. APPROVAL OF THIS FIRST AMENDMENT BY ANY DEPARTMENT, COMMISSION, OR AGENCY OF CITY WILL NOT BE DEEMED TO IMPLY THAT THE RESOLUTION WILL BE ADOPTED AND NO SUCH APPROVAL WILL CREATE ANY BINDING OBLIGATIONS ON CITY.

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

LANDLORD:


HUDSON 1455 MARKET STREET, LLC,
a Delaware limited liability company

By: Hudson 1455 Market, L.P.,
a Delaware limited partnership
its Member

By: Hudson 1455 GP, LLC,
a Delaware limited liability company,
its General Partner


By: Hudson Pacific Properties, L.P.
a Maryland limited partnership,
its Member

By: Hudson Pacific Properties,
Inc.,
a Maryland corporation,
its General Partner

By: 
CL Name: Mark Lammas
Title: President
Date: 4-11-25

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: 
ANDRICO Q. PENICK
Director of Property
Date: 5/6/25

APPROVED AS TO FORM:
DAVID CHIU, City Attorney

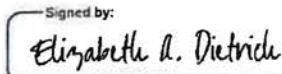
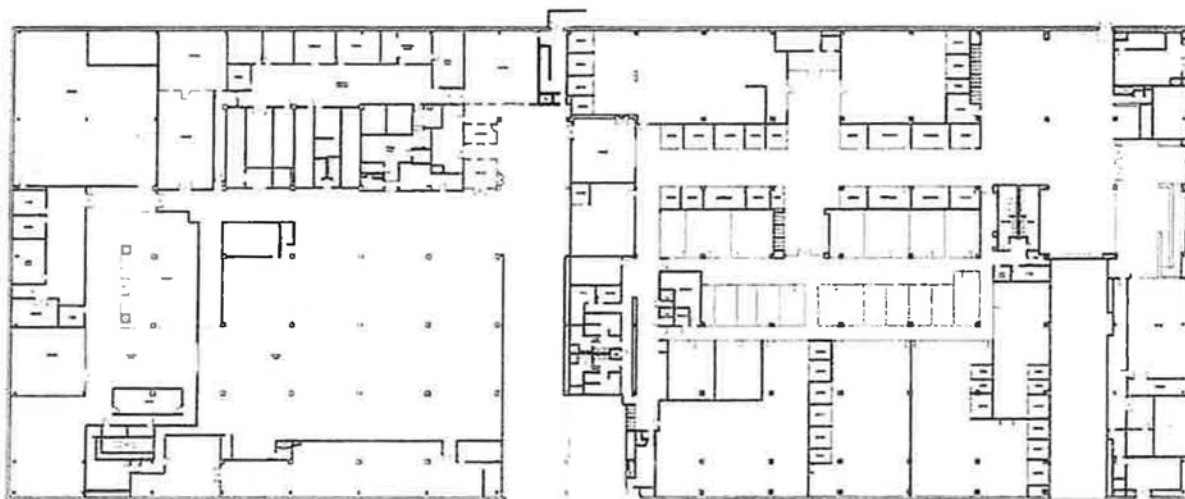

By: 
Elizabeth A. Dietrich
Deputy City Attorney

EXHIBIT A

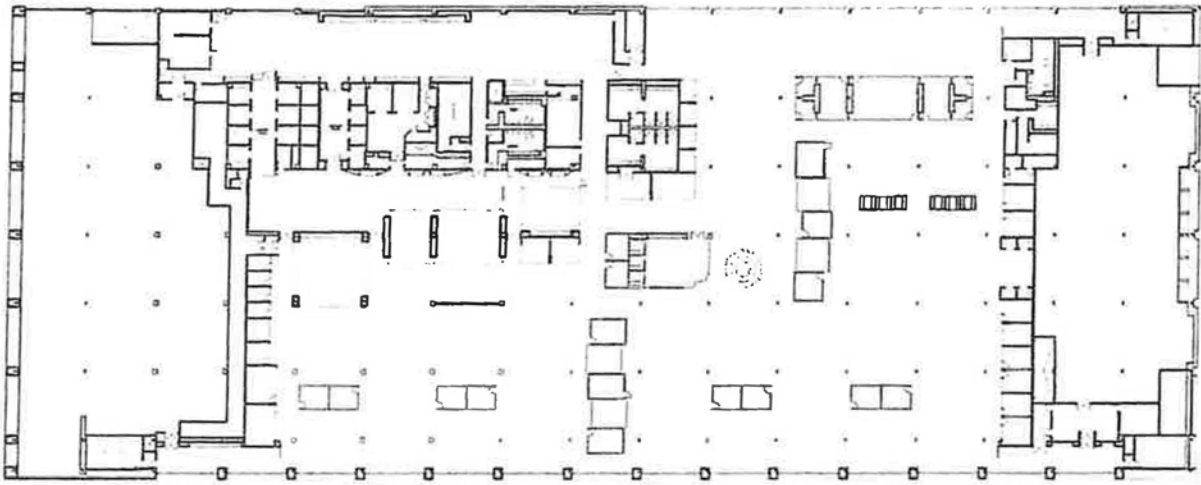
OUTLINE OF THE PHASE II: INITIAL PREMISES AND BASEMENT SPACE

1455 MARKET STREET LEVEL 02



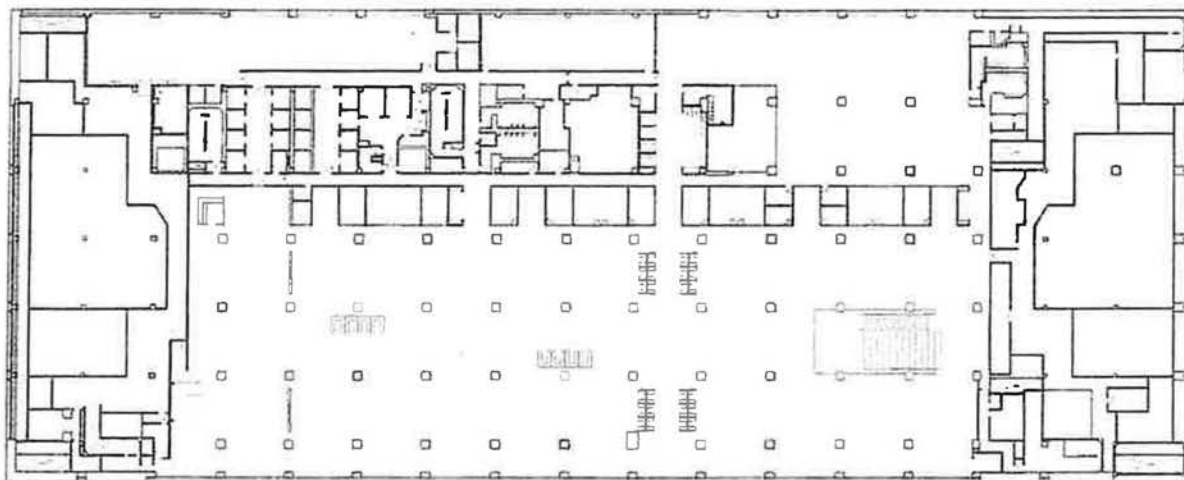
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1455 MARKET STREET LEVEL 04



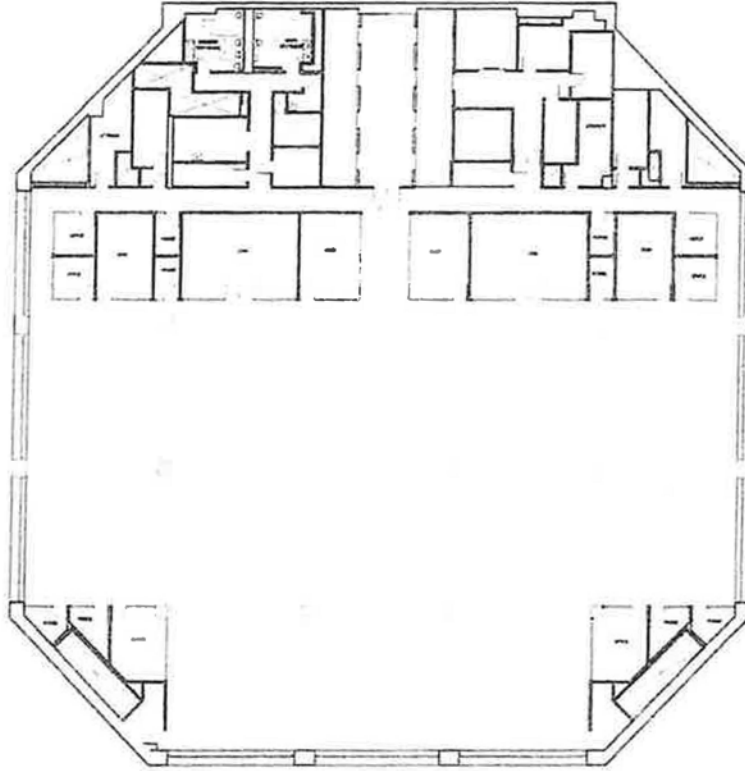
Shaded Area = Premises

1455 MARKET STREET LEVEL 08



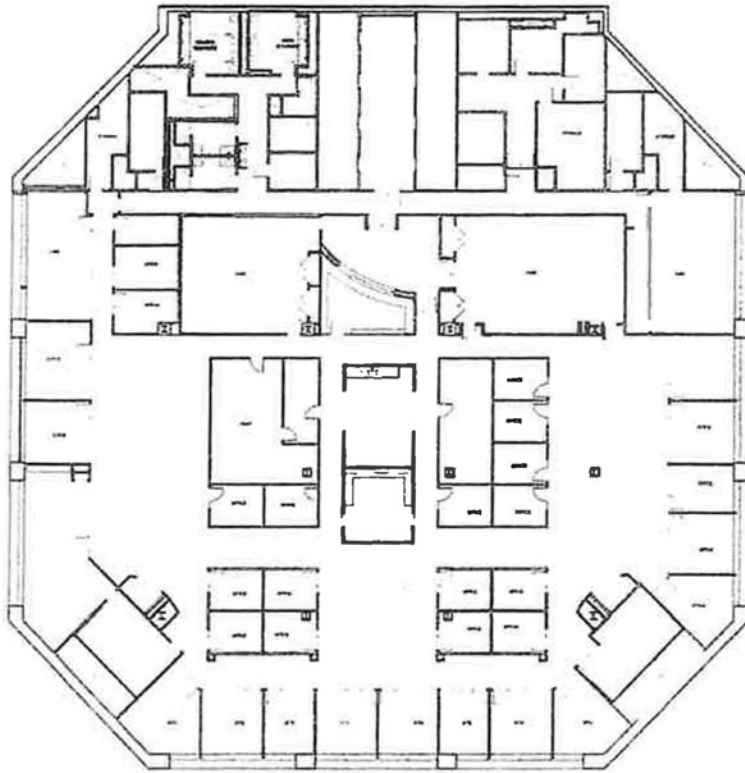
Shaded Area = Premises

1455 MARKET STREET LEVEL 18



Shaded Area = Premises

1455 MARKET STREET LEVEL 22



 Shaded Area = Premises

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DK

DS
U

Initial
ALP

EXHIBIT B

1460 MISSION PREMISES RULES AND REGULATIONS

Tenant shall faithfully observe and comply with the following 1460 Mission Premises Rules and Regulations in connection with its use and occupancy of the 1460 Mission Premises (including, without limitation, in connection with the provision of Direct Services).

1. No members of the public visiting for the purposes of seeking or managing direct services provided by SFHSA (collectively, "**Public Visitors**") shall be permitted to access, enter and/or use any other portion of the Project whatsoever (including, without limitation, any other portion of the sublevel floor of the podium) except for the 1460 Mission Premises;
2. Public Visitors shall not be permitted to access, enter and/or use any elevator and/or any internal stairwells (except to the extent required by applicable Laws in the event of an emergency) located in the 1460 Mission Premises;
3. City shall ensure that Public Visitors only enter and exit the 1460 Mission Premises from the main entrance located on 1460 Mission Street (as more particularly shown on Exhibit B-1 attached hereto, the "**Public Visitor Entrance**") and not from any other location of the Project, except in the case of an emergency;
4. City shall ensure that only its employees, representatives, agents, and contractors enter and exit the 1460 Mission Premises via the card reader access gate located on Field Street (as more particularly shown on Exhibit B-2 attached hereto, the "**Employee Access Gate**");
5. City shall not, and shall ensure that any Public Visitors and City's employees, representatives, agents and contractors shall not, loiter in or on or about the entrances, corridors, sidewalks in, on or adjacent to the 1460 Mission Premises or any other portion of the Project, lobbies, halls, stairways, elevators, or any Common Area of the Project (including, without limitation, the Public Visitor Entrance and the Employee Access Gate, or any of the areas adjacent thereto) for any purpose (including, without limitation, smoking tobacco products) other than to queue for entrance of the Premises if a line has formed, nor in any way obstruct such areas, and shall use the Public Visitor Entrance and the Employee Access Gate only as a means of ingress and egress to the 1460 Mission Premises;
6. City shall, at its sole cost and expense, hire at least one (1) uniformed and trained security guard to be located at the Public Visitor Entrance at all times during normal business hours;
7. Subject to the terms of the Lease (including, without limitation, Section 7.1 of the Original Lease), City shall be permitted to install, at its sole cost and expense, security cameras outside the Public Visitor Entrance and/or the Employee Access Gate (in a location to be determined by Landlord); provided, however, that notwithstanding anything in the Lease to the contrary, City shall be solely responsible, at its cost and

expense, for monitoring the same and in no event shall Landlord have any liability whatsoever in connection therewith;

8. Without limiting the terms of the Original Lease, City shall repair, at its sole cost and expense, promptly and to Landlord's satisfaction, all damage or injury to any portion of the 1460 Mission Premises (including, without limitation, the restrooms) or the Project resulting from the act or omission of City, its employees, agents or Public Visitors, guests, invitees or licensees or by the use of the 1460 Mission Premises; provided, however, that for any repairs that may impact the mechanical, electrical, plumbing, heating, ventilation or air-conditioning systems of the Project, Landlord shall have the right (but not the obligation) to select the contractor and oversee all such repairs;
9. Landlord reserves the right to request that tenant exclude or expel from the Project any person who violates any of the terms of these 1460 Mission Premises Rules and Regulations for a period of up to 24 hours.

Landlord reserves the right at any time to, in collaboration with tenant, change or rescind any one or more of these 1460 Mission Premises Rules and Regulations, or to make such other and further reasonable 1460 Mission Premises Rules and Regulations as may from time to time be necessary for the management, safety, care and cleanliness of the 1460 Mission Premises, Building, the Common Areas and the Property, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein. Tenant shall be deemed to have read these 1460 Mission Premises Rules and Regulations and to have agreed to abide by them as a condition of its occupancy and use of the 1460 Mission Premises.

EXHIBIT B-1

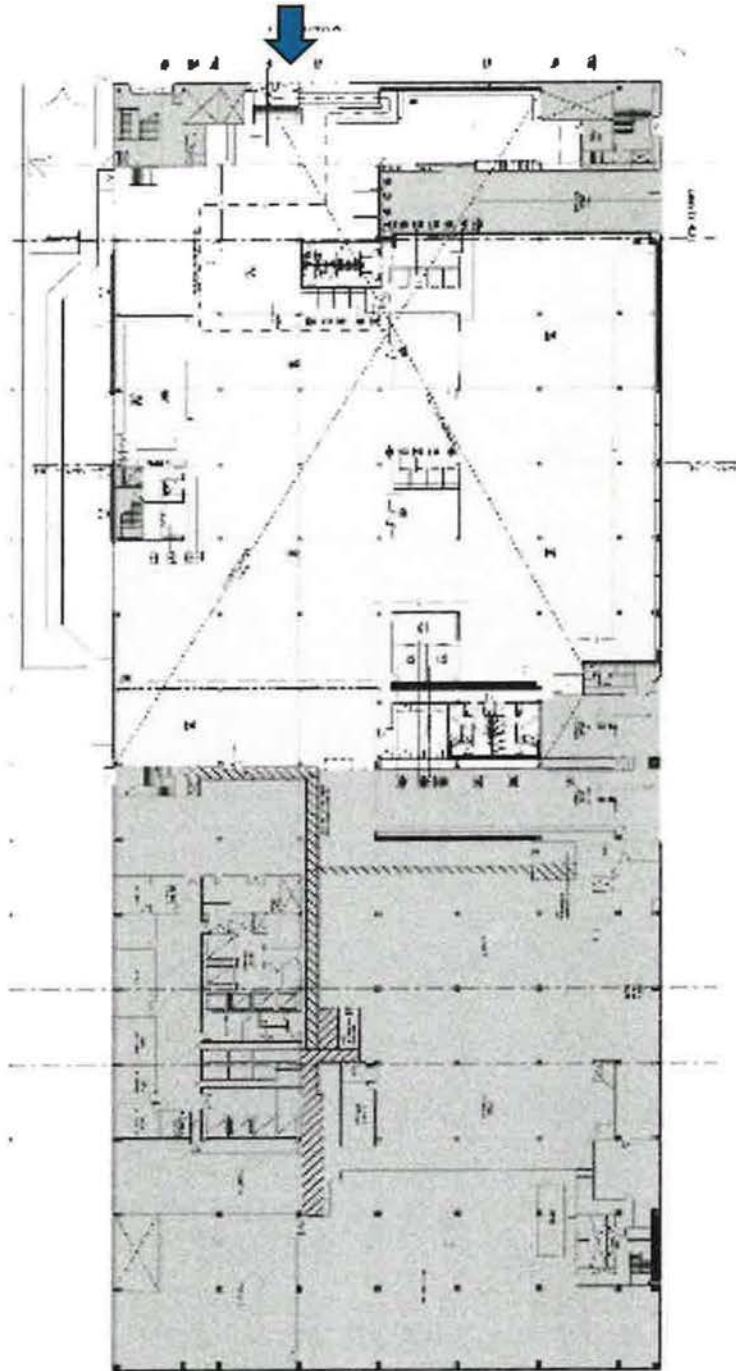


EXHIBIT B-2

