

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "**First Amendment**"), dated for reference purposes only as of June 11, 2014, is by and among Ruth Mellinger, an unmarried woman ("**Landlord**"), and the City and County of San Francisco, a municipal corporation ("**City**").

RECITALS

A. Landlord and City are parties to that certain Lease dated as of March 25, 2004 (the "**Original Lease**").

B. City timely exercised its first option to extend the term of the Original Lease through May 30, 2019, and Landlord and City wish to amend the Original Lease to set forth their agreement with respect to such extension term, as more fully described in this First Amendment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants and agreements contained in this First Amendment, and the receipt and sufficiency of which are mutually acknowledged, Landlord and City agree as follows as of the date this First Amendment is fully executed (the "**Effective Date**"):

1. Definitions. (a) The Original Lease, as amended by this First Amendment, shall be referred to herein as the "**Lease**". (b) All initially-capitalized, undefined terms used herein shall have the same meanings given to them in the Original Lease. (c) All references to the "Extension Period" in the Original Lease shall be replaced with the "Extended Term" as of the Effective Date.

2. First Extended Term. The first Extended Term shall commence on May 31, 2014 and shall terminate on May 30, 2019. The Term shall include the first Extended Term, and is subject to additional extension if City exercises its second Extension Option pursuant to Section 3.4 of the Original Lease.

3. Base Rent. The annual Base Rent during the period between May 31, 2014 and the last day of the month in which the Completion Date (as defined in Section 5(i)) occurs shall be \$360,000 (\$30,000 per month and approximately \$36.00 per square foot annually). Commencing on the first day of the month immediately following the Completion Date, the annual Base Rent shall be \$446,500 (\$37,208.33 per month and approximately \$44.65 per square foot annually).

4. Painting Work. Within the ninety (90) day period immediately following the Effective Date, in lieu of the work described in Section 6.5 of the Original Lease with respect to City's exercise of its first Extension Option, Landlord shall, at its sole cost, repaint all walls within the Building entrance atrium in a color approved in advance and in writing by City. Such repainting work shall include minor patching as required and other paint preparation, and shall be performed after normal business hours or on weekends pursuant to a schedule approved in advance by City.

5. Improvements. Within the one (1) year period immediately following the Effective Date (the "**Construction Period**"), subject to any extension pursuant to Section 5(k), and pursuant to the requirements of this Section, Landlord shall, at its sole cost and through a general contractor approved by City ("**Contractor**"), design and remodel two upper floor restrooms in the Premises

so they comply with Disabilities Laws, and design and install an elevator (collectively, the "**Access Work**"), all in the Building locations depicted on the schematic design plans attached as Exhibit A to this First Amendment (the "**Schematic Plans**"). All improvements, including fixtures, installed at the Premises in connection with the Access Work shall be the "**Barrier Removal Improvements**".

(a) Permit Documents. Based on the Schematic Plans, Landlord shall cause its architect (the "**Architect**") and its qualified and licensed engineer (the "**Engineer**"), each of whom shall be approved in advance by City's Real Estate Division ("**RED**"), to prepare and submit permit plans and specifications (the "**Permit Documents**") to RED for its approval. The Permit Documents shall expand in greater detail the representations of the Schematic Plans and fix and describe the size and character of the Barrier Removal Improvements, including, without limitation, architectural, structural, mechanical, electrical, materials and such other elements as may be appropriate.

(b) Mayor's Office of Disability Review. Once RED approves of the submitted Permit Documents, Landlord shall cause the Architect to submit the approved Permit Documents for review and approval by the San Francisco Mayor's Office of Disability ("**MOD**") for compliance with Disabilities Laws. Landlord acknowledges such MOD review and approval is required before Landlord can submit the Permit Documents to the San Francisco Department of Building Inspection ("**DBI**") for the Access Work construction permits. If MOD requires revisions to the Permit Documents or modifications or additional improvements to the Premises (collectively, the "**MOD Identified Work**"), Landlord shall cause Architect to revise the Permit Documents and/or design and prepare all additional plans and specifications as needed for the MOD Identified Work.

Once approved by MOD, the Permit Documents, as modified pursuant to MOD's requirements, and any approved plans and specifications for MOD Identified Work shall be collectively referred to as the "**Construction Plans**." Upon MOD's approval of the Construction Plans, Landlord shall cause Architect to deliver a copy of the Construction Plans to RED and identify the MOD Identified Work, if any, specified therein.

(c) Permits. Promptly following MOD's approval of the Construction Plans, Landlord shall obtain all governmental permits and approvals required to commence and complete the construction of the Barrier Removal Improvements and any other work shown on the Construction Plans (collectively, the "**Improvements**"). The construction of the Improvements shall be referred to as the "**Work**". Landlord shall keep City apprised of the status of all permit and approval applications and the issuance thereof, use its best efforts to obtain all such approvals and permits in a timely manner to allow for the substantial completion of the Work during the Construction Period, and have the responsibility of arranging for all inspections for the Work required by DBI.

(d) MOD Additional Work. Any MOD Identified Work that is part of the Access Work shall be the "**MOD Basic Work**" and any MOD Identified Work that is not part of the Access Work shall be the "**MOD Additional Work**". Landlord shall be responsible for all costs associated with the Access Work and any MOD Basic Work. If there is any MOD Additional Work, Landlord shall perform such work at City's sole cost. By way of example, if any MOD Identified Work includes modifications on the ground floor restrooms of the Premises, this would be MOD Additional Work to be performed by Landlord at City's sole cost. If any MOD Identified Work includes modifications to the elevator shaft being installed as part of the Access Work, this would be MOD Basic Work that is performed by Landlord at its sole cost.

If there is any MOD Additional Work, prior to commencing the construction of the Improvements, Landlord shall deliver a detailed construction budget for the MOD Additional Work (including the related fees of Contractor, Architect, and Engineer, any related fees paid by Landlord in preparing and submitting any plans and specifications for the MOD Additional

Work, and the estimated costs to obtain any regulatory permits required for the MOD Additional Work) to City for its approval, which budget shall restrict all costs to line items in cost categories. Any submitted construction budget for the MOD Additional Work approved by City in writing shall be the "**Budget**". If the MOD Additional Work cannot be completed in strict conformity with the Budget, Landlord shall immediately submit to City for its approval a revised construction budget and shall identify to City changes in line items and the reasons for the changes. If further changes are required, Landlord shall seek City's approval, following the same procedures. City shall have the right to approve or disapprove any submitted construction budget or proposed revisions in its reasonable judgment. No such approval or disapproval shall be unreasonably delayed. The most recently approved Budget shall supersede all previously approved Budgets. The total costs incurred by Landlord in performing the Work, to the extent approved by City pursuant to the final approved Budget, shall be the "**City Construction Costs**".

Landlord shall provide City with copies of all invoices received by Landlord from the Contractor, Architect, and Engineer in connection with the construction of any MOD Additional Work and satisfactory evidence of payment of such invoices, if requested. City shall pay to Landlord the City Construction Costs within the later to occur of (i) thirty (30) days of the Completion Date or (ii) City's receipt of the items described in the foregoing sentence.

(e) Construction; Status Reports. Following Landlord's receipt of all governmental permits and approvals needed to construct the Improvements in compliance with all applicable Laws and the approved Construction Plans, Landlord shall (i) cause the Improvements to be constructed and installed in a good and professional manner in accordance with sound building practice and in conformity with the Construction Plans and the requirements of this Section, (ii) diligently pursue construction to completion in an effort to substantially complete the Work within the Construction Period, and (iii) keep City apprised of the progress of construction and shall furnish City with biweekly reports on the construction. City shall not have any obligation with respect to any such work other than as provided in this Section.

(f) General Conditions. The performance of all Work and any Additional Upgrades (as defined in Section 5(g)) by Landlord shall be subject to the following terms and conditions:

i. All of the Work and any Additional Upgrades shall be performed in compliance with all applicable Laws (including all Disabilities Laws). Landlord shall promptly notify City in writing of any written communication that Landlord may receive from any governmental, judicial or legal authority, giving notice of any claim or assertion that the Premises, Building, Improvements, or Additional Upgrades fail in any respect to comply with applicable Laws.

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

iii. Landlord shall cooperate at all times with City in bringing about the timely completion of the Improvements and any Additional Upgrades, and shall resolve any and all disputes arising out of the such work in a manner which will reasonably allow the continuation of City's normal business within the Premises and allow work to proceed expeditiously.

iv. At City's request, Landlord shall require at least three (3) competitive bids from subcontractors in each trade in connection with all Additional MOD Work performed by Landlord or its Contractor hereunder.

v. In the performance of the Landlord's obligations under this Section, Landlord shall enter into a First Source Hiring Agreement in connection with the Work and Additional Upgrades, as further provided in Section 6.1(e) of the Original Lease, shall follow the non-discrimination requirements as further provided in Section 23.25 of the Original Lease (as amended by this First Amendment), shall pay prevailing wages as further provided in Section 8 below, shall not use tropical hardwood wood products or virgin redwood wood products, as

further provided in Section 10 below, shall comply with any applicable green building requirements, as further provided in Section 12 below, and shall not use any preservative-treated wood products containing arsenic, as further provided in Section 13 below.

(g) Building Upgrades. If City, acting in its regulatory capacity, notifies Landlord that installing the Improvements would trigger other San Francisco Municipal Code upgrades to the Premises that were not contemplated in the Schematic Plans or in the MOD Identified Work ("**Additional Upgrades**"), the Additional Upgrades shall be performed by Landlord at its sole cost unless, if applicable, Landlord timely exercises its termination right pursuant to Section 6. By way of example, if DBI determines that the construction of the Improvements would require a full seismic upgrade of the Premises, such full seismic upgrade would be Additional Upgrades.

Unless Landlord timely exercises the Landlord Termination Right, if applicable, Landlord shall, at its sole cost, cause its Architect and Engineer to prepare all plans and specifications needed for the Additional Upgrades and acceptable to RED (the "**Additional Plans**"), to obtain all governmental permits and approvals needed to construct the Additional Upgrades in compliance with all applicable Laws and the Additional Plans, and to perform the Additional Upgrades in compliance with the Additional Plans and all applicable Laws. Following Landlord's receipt of all governmental permits and approvals needed to perform the Additional Upgrades in compliance with all applicable Laws and the approved Additional Plans, Landlord shall (i) cause the Additional Upgrades to be performed in a good and professional manner in accordance with sound building practice and in conformity with the Additional Plans and the requirements of this Section, (ii) diligently pursue construction to completion, and (iii) keep City apprised of the progress of construction and provide City with biweekly construction reports. City shall not have any obligation with respect to any such work other than as provided in this Section.

Promptly following the substantial completion of the Additional Upgrades in compliance with the Additional Plans (the "**Upgrade Date**") or any earlier termination of the Lease by City pursuant to Section 7, Landlord shall provide City with a summary of Landlord's cost of performing the Additional Upgrades ("**Upgrade Costs**"), a copy of all invoices received by Landlord from the Contractor, Architect, and Engineer in connection with the performance of the Additional Upgrades, and if requested by City, satisfactory evidence of payment of the Additional Upgrades. The Upgrade Costs may include all "soft" and "hard" costs typical and reasonable for the construction of commercial improvements similar to the Additional Upgrades.

(h) Removal or Disturbance of Paint. Landlord, on behalf of itself and its agents, employees, officers and contractors, shall comply with all requirements of the San Francisco Building Code Chapter 34 and all other applicable local, state, and federal laws, including but not limited to the California and United States Occupational and Health Safety Acts and their implementing regulations, when the work of improvement or alteration performed by Landlord that disturbs or removes exterior or interior lead based or "presumed" lead-based paint (as defined below). Landlord, its agents, employees, officers and contractors shall give to City three (3) business days prior written notice of any disturbance or removal of exterior or interior lead-based or presumed lead-based paint. Landlord acknowledges that the required notification to DBI regarding the disturbance or removal of exterior lead-based paint pursuant to Chapter 34 of the San Francisco Building Code does not constitute notification to City as Tenant under the Lease and similarly that notice under the Lease does not constitute notice under Chapter 34 of the San Francisco Building Code. Further, Landlord and its agents, employees, officers and contractors, when disturbing or removing exterior or interior lead-based or presumed lead-based paint, shall not use or cause to be used any of the following methods: (i) acetylene or propane burning and torching; (ii) scraping, sanding or grinding without containment barriers or a High Efficiency Particulate Air filter ("**HEPA**") local vacuum exhaust tool; (iii) hydroblasting or high-pressure wash without containment barriers; (iv) abrasive blasting or sandblasting without containment barriers or a HEPA vacuum exhaust tool; and (v) heat guns operating above 1,100 degrees Fahrenheit. Landlord covenants and agrees to comply with the requirements of Title 17

of the California Code of Regulations when taking measures that are designed to reduce or eliminate lead hazards. Under this subsection, paint on the exterior or interior of buildings built before January 1, 1979 is presumed to be lead-based paint unless a lead-based paint test, as defined by Chapter 34 of the San Francisco Building Code, demonstrates an absence of lead-based paint on the interior or exterior surfaces of such buildings. Under this subsection, lead-based paint is "disturbed or removed" if the work of improvement or alteration involves any action that creates friction, pressure, heat or a chemical reaction upon any lead-based or presumed lead-based paint on a surface so as to abrade, loosen, penetrate, cut through or eliminate paint from that surface.

(i) Substantial Completion of Improvements. The Improvements shall be deemed to be "**Substantially Completed**" for purposes of this First Amendment when the Improvements are sufficiently completed in accordance with the Construction Plans and any Additional Upgrade Plans, together with any change orders approved by Landlord and City, so that City can use the Improvements for their intended uses and City, through the Director of Property, has approved the constructed Improvements. The date the Work is Substantially Completed shall be the "**Completion Date**".

City may, at its option, approve the constructed Improvements even though there may remain minor details that would not interfere with City's use. In such event, Landlord shall diligently pursue to completion all such remaining details. Notwithstanding the foregoing, City shall have the right to present to Landlord within thirty (30) days after acceptance of the constructed Improvements, or as soon thereafter as practicable, a written punchlist consisting of any items that have not been finished in accordance with the Construction Plans, together with any change orders approved by Landlord and City. Landlord shall promptly complete all defective or incomplete items identified in such punchlist, and shall in any event complete all items within thirty (30) days after the delivery of such list. City's failure to include any item on such list shall not alter the Landlord's responsibility hereunder to construct the Improvements in accordance with the Construction Plans, together with any change orders approved by Landlord and City, nor constitute any waiver of any latent defects.

(j) Approvals. Landlord understands and agrees that City is entering into this First Amendment in its proprietary capacity and not as a regulatory agency with certain police powers. No approval by City or any of its Agents of the constructed Improvements or Additional Upgrades for purposes of this First Amendment shall be deemed to constitute approval of any governmental or regulatory authority with jurisdiction over the Premises or the construction of the Improvements or Additional Upgrades, and nothing herein shall limit Landlord's obligations to obtain all such approvals.

(k) Force Majeure. Any material prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, and other causes beyond Landlord's reasonable control that prevent the timely construction of the Improvements (collectively, the "**Force Majeure**") shall extend the Construction Period for a period equal to any such prevention, delay or stoppage.

(l) Documentation of Improvement Costs. Promptly following the Completion Date, or any earlier termination of the Lease by City pursuant to Section 7, Landlord shall provide City with a summary of Landlord's cost of constructing the Improvements ("**Construction Costs**"), a copy of all invoices received by Landlord from the Contractor, Architect, and Engineer in connection with the construction of the Improvements, and if requested by City, satisfactory evidence of payment of the Construction Cost. The Construction Cost may include all "soft" and "hard" costs typical and reasonable for the construction of commercial improvements similar to the Improvements.

6. Landlord Termination Right. If City, acting in its regulatory capacity, notifies Landlord

that installing the Improvements would trigger any Additional Upgrades and Landlord's reasonable estimate of the cost to perform the Additional Upgrades exceeds \$50,000, Landlord shall have the right to terminate the Lease by delivering written notice of such termination to City within forty-five (45) days of receiving notice of such required Additional Upgrades.

If Landlord timely delivers such termination notice to City, then (a) the Term shall terminate as of the later date to occur of (i) May 30, 2014, or (ii) one hundred eighty (180) days following Landlord's delivery of such termination notice to City, (b) City shall be deemed to be holding over with Landlord's consent pursuant to Section 23.13 of the Original Lease following such termination of the Term on a month-to-month basis, (c) the annual Base Rent shall continue to be \$360,000 (\$30,000 per month and approximately \$36.00 per square foot annually), and (d) Section 5 of this First Amendment shall be automatically rescinded and Landlord shall have no obligation to perform the Work or the Additional Upgrades pursuant to this First Amendment.

7. City Termination Right.

(a) Termination Notice. City shall have the right to terminate the Lease at any time by providing no less than two hundred ten (210) days prior written notice of the early termination date (the "**City Termination Notice**"). If City delivers the City Termination Notice to Landlord during the period prior to the five (5) year anniversary of the Completion Date, if any, City shall pay Landlord the Termination Fee (defined in Section 7(b)) on or before the termination date specified in the City Termination Notice.

(b) Termination Fee.

(i) The "**Termination Fee**" shall be an amount equal to the unamortized amount of the Construction Costs incurred by Landlord on the date the City Termination Notice is delivered to Landlord (the "**Termination Notice Date**"), based on a straight amortization of such Construction Costs over a five (5) year period without interest.

(ii) If City delivers the City Termination Notice prior to the commencement of construction of the Improvements, Landlord shall promptly terminate the Work. In such event, the Termination Fee may include Landlord's costs, as of the Termination Notice Date, to prepare the Schematic Plans, the Permit Documents, and the Construction Plans, to obtain the permits or approvals required for the Work, and to obtain any materials ordered for the Work at such time (to the extent such materials cannot be returned or such orders cannot be cancelled).

(iii) If City delivers the City Termination Notice after commencement of construction of the Improvements, Landlord shall use good faith efforts to promptly terminate the Work. In such event, the Termination Fee may include the costs described in the foregoing subsection (ii) and Landlord's commercially reasonable costs to repair and restore the Premises to a leasable condition to the extent such condition is negatively affected by the incomplete Work. By way of example, if the City Termination Notice is delivered to Landlord after additional power facilities are installed, and a portion of the Property is excavated, for the elevator, but before the elevator is actually installed, City shall be responsible for all of the Incurred Costs for installing such power facilities and excavation work and Landlord's commercially reasonable costs to restore the excavated area to its original state, but not for the cost of removing such power facilities or for the elevator parts if the elevator parts have not been yet ordered or if ordered but such order can be cancelled or elevator parts returned.

(iv) If City delivers the City Termination Notice to Landlord during the period between the commencement of any Additional Upgrades and the five (5) year anniversary of the Upgrade Date, if any, the "Termination Fee" shall include the City Upgrade Share (defined as follows) on or before the termination date specified in the City Termination Notice. The "**City Upgrade Share**" shall be an amount equal to the unamortized amount of the greater of the (i) Upgrade Costs incurred by Landlord as of the Termination Notice Date and (ii) \$50,000, based

on a straight amortization over a five (5) year period without interest.

(c) Controller's Certification. City acknowledges that it may not exercise its early termination right pursuant to this Section unless, prior to such exercise and pursuant to Section 3.105 of the Charter of the City and County of San Francisco, it receives City Controller certification that there is a valid appropriation from which the Termination Fee may be made and that unencumbered funds are available from the appropriation to pay the Termination Fee. Landlord acknowledges that City's early termination right pursuant to this Section is in addition to, and does not modify, City's termination right under Section 23.23 of the Original Lease.

(d) Effective Termination of Lease. If City delivers the City Termination Notice and the Termination Fee to Landlord, the Lease shall automatically terminate on the later date to occur of the termination date specified in the City Termination Notice and the date that City surrenders full possession of the Premises to Landlord.

8. Prevailing Wages. As of the Effective Date, Section 23.24 of the Original Lease shall be deleted in its entirety. Landlord agrees that any person performing labor in the construction of the Improvements or other improvements to the Premises, which Landlord provides under the Lease, shall be paid not less than the highest prevailing rate of wages as required by Section 6.22(E) of the San Francisco Administrative Code, 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 the 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 the Improvements or other improvements to the Premises performed by Landlord or its contractors.

9. Covenant Not to Discriminate. As of the Effective Date, Section 23.25(a) of the Original Lease shall be deleted in its entirety and replaced with the following language: "In the performance of the 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."

10. Tropical Hardwood and Virgin Redwood Ban. As of the Effective Date, Section 23.26 of the Original Lease shall be deleted in its entirety. 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 Improvements or otherwise in the performance of the Lease which are tropical hardwood, tropical hardwood wood products, virgin redwood, or virgin redwood wood products.

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. 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."

11. Bicycle Storage. As of the Effective Date, Section 23.27 of the Original Lease shall be deleted in its entirety. Article 1.5, Section 155.3 of the San Francisco Planning Code requires the provision of bicycle parking at City-leased buildings at no cost to Landlord. City shall have the right to install such bicycle parking in the Premises; provided, however, that if any such parking will be an Alteration, City shall obtain Landlord's prior written consent to such installation.

12. Green Building Requirements. As of the Effective Date, Section 23.28 of the Original Lease shall be deleted in its entirety. Landlord acknowledges that the City and County of San Francisco has enacted San Francisco Environment Code Sections 700 to 7013 relating to green building requirements for the design, construction, and operation of City owned and leased buildings. Landlord hereby agrees that it shall comply with all applicable provisions of such code sections.

13. Preservative-Treated Wood Containing Arsenic. Landlord may not purchase preservative-treated wood products containing arsenic in the performance of the 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.

14. Accessibility Inspection. 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.

15. Conflicts of Interest. Through its execution of this First Amendment, 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, Landlord shall immediately notify City.

16. Notification of Limitations on Contributions. Through its execution of this First Amendment, 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 chairperson, chief executive officer, chief financial officer and chief operating officer;

any person with an ownership interest of more than twenty percent (20%) 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.

17. No Broker. Neither party has had any contact or dealings regarding this First Amendment, 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 this First Amendment. If any broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, the party through whom the broker or finder makes its claim shall be responsible for such commission or fee and shall indemnify the other party from any and all claims or losses incurred by the indemnified party in defending against the same. The provisions of this Section shall survive any termination or nullification of this First Amendment.

18. Attorneys Fees. If a dispute arises concerning this First Amendment, the party not prevailing in such dispute shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights this First Amendment, reasonable fees of attorneys of 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.

19. Miscellaneous. (a) Except as expressly modified by this First Amendment, the terms, covenants and conditions of the Original Lease shall remain unmodified and in full force and effect. (b) The Lease constitutes the entire agreement of the parties concerning the subject matter hereof, and supersedes and conceals any and all previous negotiations, agreements, or understandings, if any, regarding the matters contained herein. (c) The execution of this First Amendment shall not constitute a waiver of relinquishment of any rights which City or Landlord may have relating to the Original Lease. (d) City and Landlord hereby ratify and confirm all of the provisions of the Original Lease. Except as amended by this First Amendment, the Original Lease shall continue in full force and effect and in accordance with all of its terms. (e) If there is any conflict between this First Amendment and the Original Lease, this First Amendment shall control. If any one or more of the provisions in this First Amendment is invalid, illegal or unenforceable in any respect, the remaining provisions contained herein shall not be affected in any way thereby. (f) This First Amendment 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. (g) This First Amendment shall be governed by, construed and enforced in accordance with the laws of the State of California and the City's Charter. (h) Time is of the essence with respect to all provisions of this First Amendment in which a definite time for performance is specified, including, without limitation, the substantial completion of the Work within the Construction Period. (i) This First Amendment shall be effective as of the Effective Date. (j) Each party represents and certifies that the individual signing on behalf of such party is duly authorized to do so.

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IN WITNESS WHEREOF, Landlord and City hereby execute this First Amendment as of the date first written above.

LANDLORD: Ruth Mellinger
Ruth Mellinger

Date: 6/17/14

CITY: CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: [Signature]
John Updike, Director of Property

Date: June 16, 2014

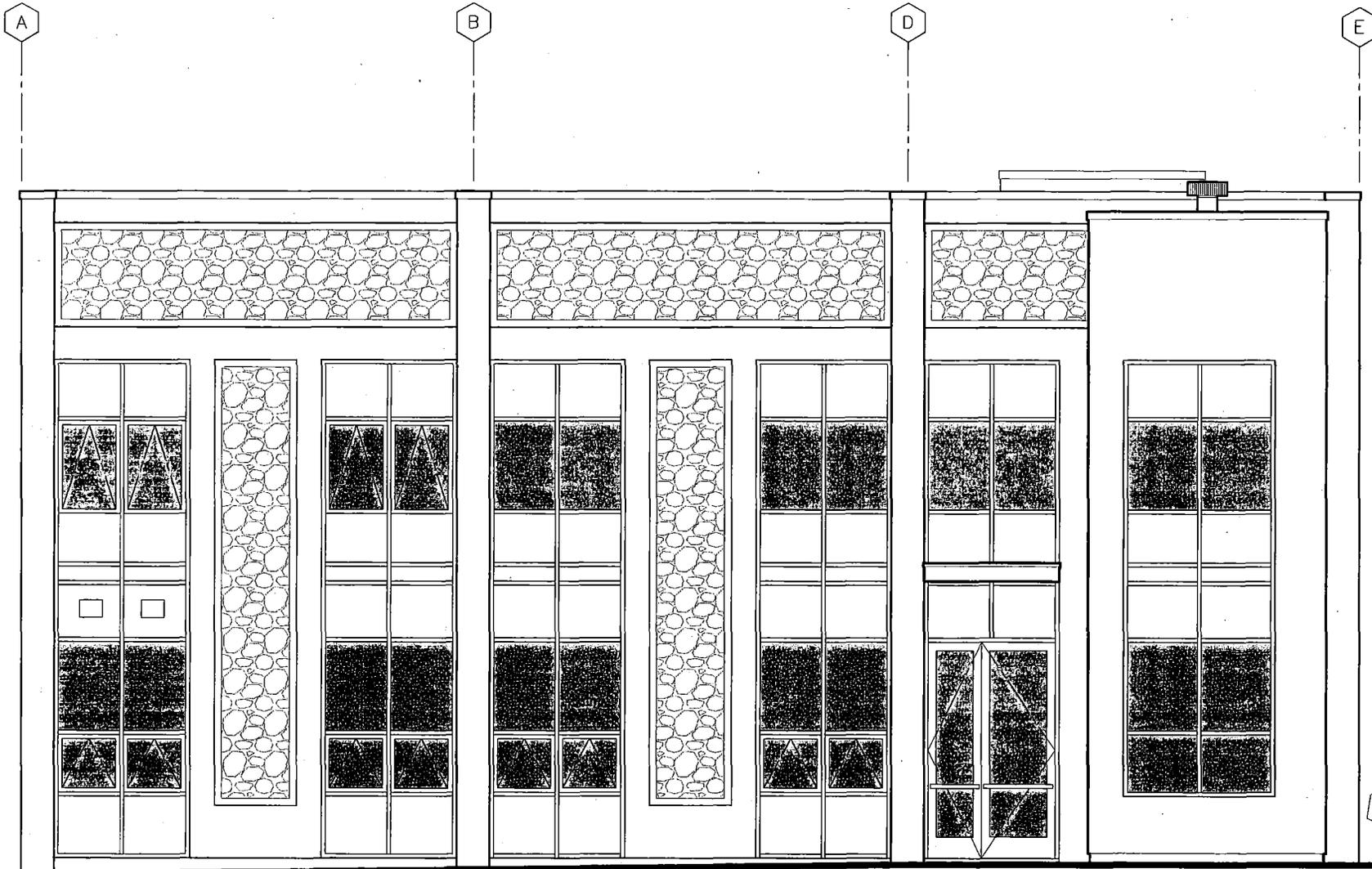
RECOMMENDED:
[Signature]
Sheriff

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: [Signature]
Carol Wong
Deputy City Attorney

EXHIBIT A

Schematic Plans



+23'-3"
T.O. ROOFTOP

+11'-4"
T.O. F.F.

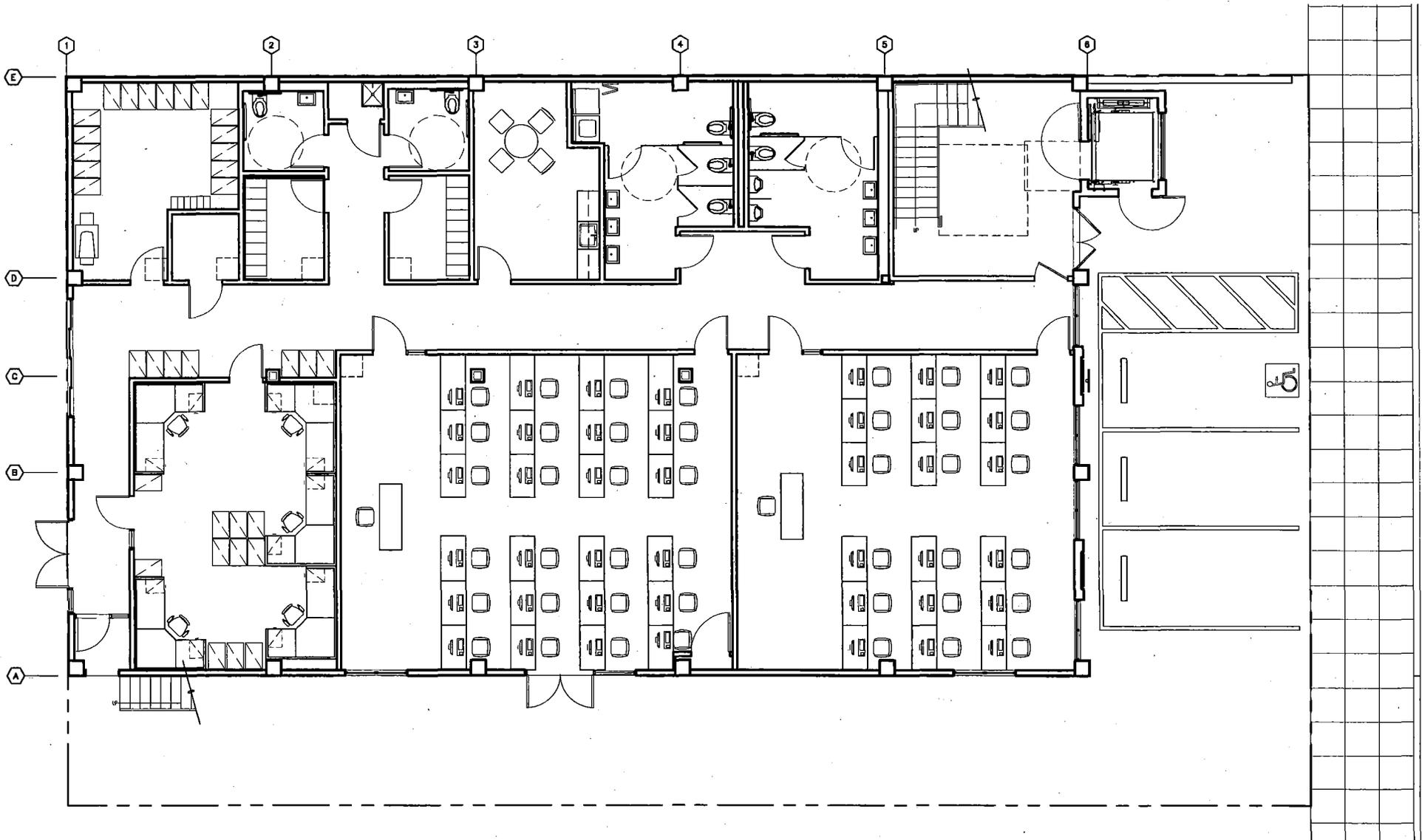


+0'-0"
T.O. F.F.

SF SHERIFF'S DEPARTMENT
70 OAK GROVE, SF

OAK GROVE ELEVATION - "B" OTIS MACHINE ROOMLESS

Scale: 1/4" = 1'-0" | 12.20.2013



SF SHERIFF'S DEPARTMENT
70 OAK GROVE, SF

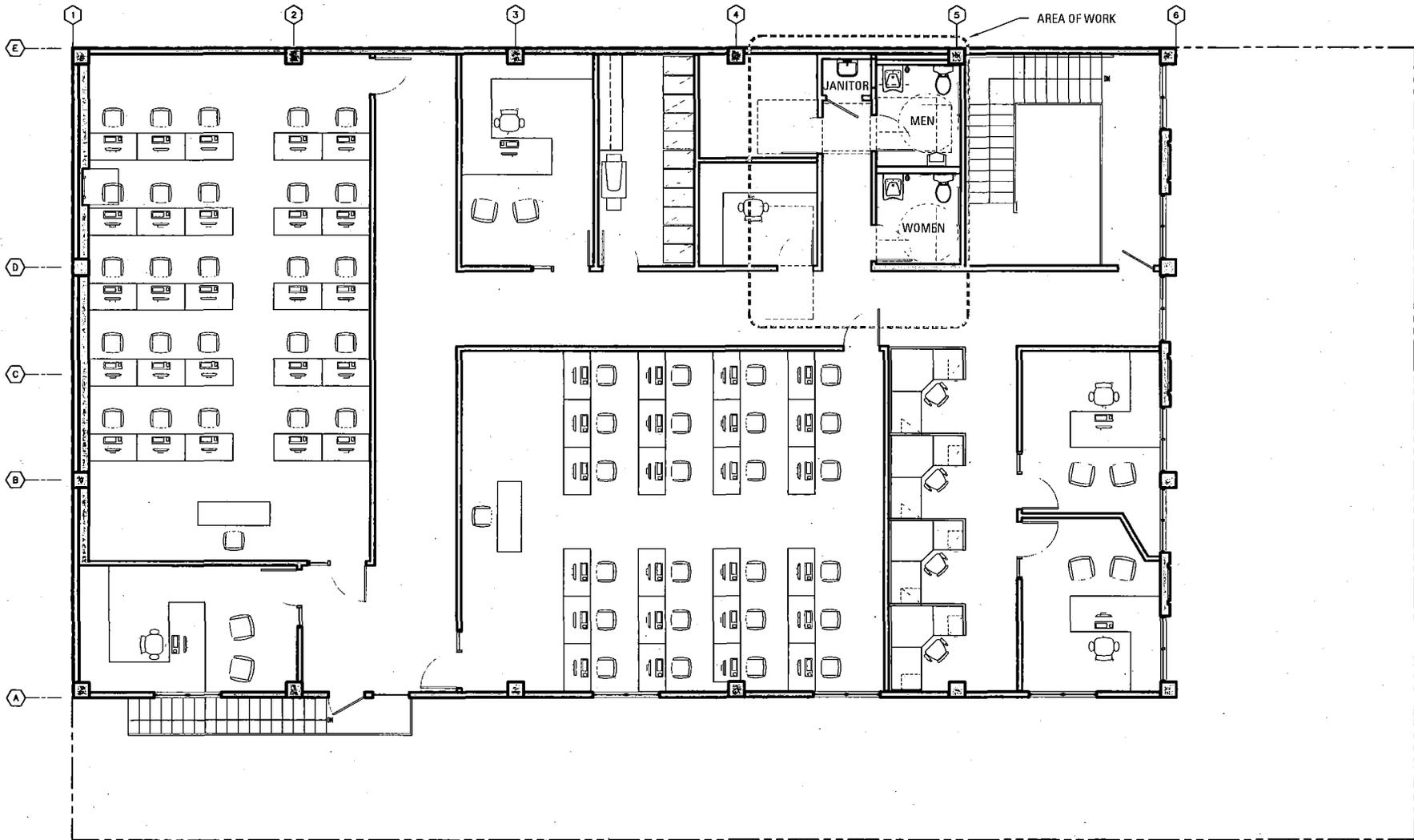
OAK GROVE GROUND FLOOR PLAN - "B" OTIS

0 8 16
Scale: 1/8" = 1'-0" 12.20.2013

T 415 346 9990 | F 415 857 9989 | www.martinkovicmilford.com

MARTINKOVIC MILFORD ARCHITECTS

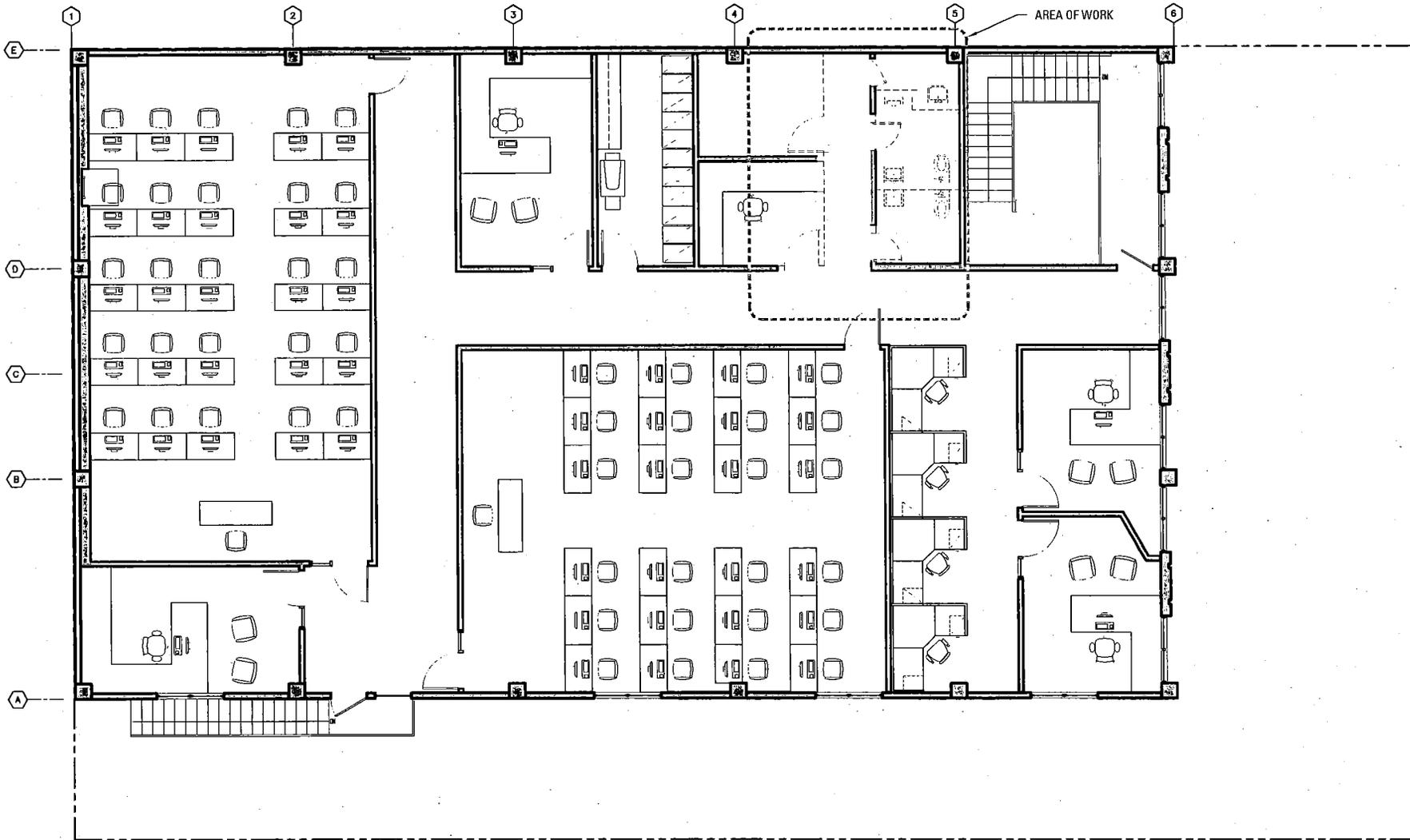
101 Montgomery Street, Suite 950 | San Francisco, CA 94104



SF SHERIFF'S DEPARTMENT
70 OAK GROVE, SF

OAK GROVE SECOND FLOOR PLAN - RESTROOM RECONFIG

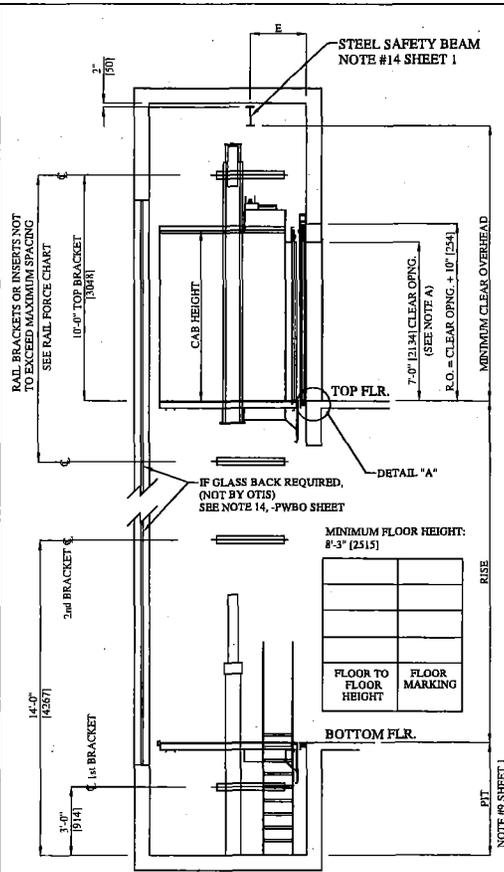
0 8 16
Scale: 1/8" = 1'-0" 1.21.2014



SF SHERIFF'S DEPARTMENT
70 OAK GROVE, SF

OAK GROVE SECOND FLOOR PLAN - RESTROOM DEMO

Scale: 1/8" = 1'-0" 1.21.2014



SECTIONAL ELEVATION
FOR MAX. SPACING BETWEEN RAIL BRACKET SUPPORTS, SEE RAIL FORCE CHART.

R2 VY, R1 VX, R3 VY

CAR R1 = SAFETY APPLICATION
CWT R1 = RUNNING
R2 = LOADING OR RUNNING

SEISMIC CAPACITY	RAIL FORCE & BRACKET SPACING ZONE 0 & 1			ZONE 2			ZONE 3 & 4			MAXIMUM BRACKET SPACING
	R1	R2	VX	VY	VX	VY	VX	VY		
2100	150 #	72 #	1319 #	660 #	2638 #	1319 #	667 #	320 #	5867 #	14'-0" [4267]
2500	199 #	85 #	1279 #	640 #	2588 #	1279 #	885 #	378 #	5689 #	
3000	242 #	115 #	1229 #	615 #	2458 #	1229 #	1076 #	512 #	5467 #	
3500	283 #	144 #	1179 #	590 #	2358 #	1179 #	1259 #	641 #	5244 #	

RAIL BRACKET SUPPORT, (NOT BY OTIS), DEFLECTION NOT TO EXCEED 1/8" (3) BASED ON HORIZONTAL RAIL FORCES.

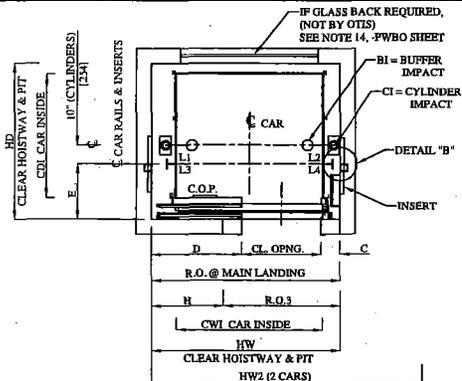
PIT FLOOR FORCES

CAPACITY	
BI = BUFFER IMPACT	22200 #
CI = CYLINDER IMPACT	98746 #
	1882 #
	8371 #

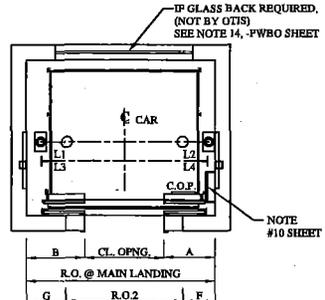
PIT AND OVERHEAD REQUIREMENTS

PIT	MAXIMUM RISE PER PIT SHOWN							
	1-STAGE				2-STAGE			
	100 F.P.M. 0.51 m/s	125 F.P.M. 0.64 m/s	100 F.P.M. 0.51 m/s	125 F.P.M. 0.64 m/s	100 F.P.M. 0.51 m/s	125 F.P.M. 0.64 m/s	100 F.P.M. 0.51 m/s	125 F.P.M. 0.64 m/s
	7'-0" CAB [2362]	9'-0" CAB [2972]	7'-0" CAB [2362]	9'-0" CAB [2972]	7'-0" CAB [2362]	9'-0" CAB [2972]	7'-0" CAB [2362]	9'-0" CAB [2972]
4'-0" [1219]	13'-5" [4099]	13'-2" [4013]	21'-5" [6533]	21'-5" [6533]	5'-0" [1524]	14'-5" [4394]	26'-4" [8077]	26'-4" [8077]
5'-0" [1828]	15'-5" [4688]	15'-2" [4623]	26'-4" [8077]	26'-4" [8077]	MIN. CLEAR OVERHEAD [2734]	12'-3" [4218]	14'-2" [4318]	14'-2" [4318]

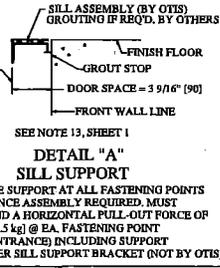
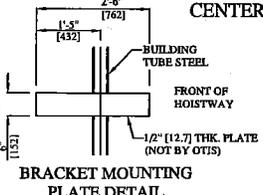
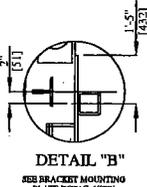
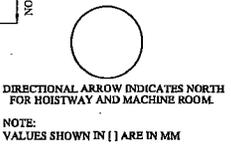
MAXIMUM RISE MAY BE REDUCED BASED ON WEIGHT OF CAR.
MAXIMUM CLEAR OVERHEAD = MIN. CLEAR OVERHEAD + 2'-0" (610).
ONTARIO, CANADA MINIMUM PIT DEPTH = 5'-0" (1524).



RIGHT HAND ENTRANCE ARRANGEMENT SHOWN (LEFT HAND OPPOSITE) AVAILABLE FOR 2100, 2500, 3000, & 3500



CENTER OPENING ENTRANCE ARRANGEMENT AVAILABLE FOR 3000, & 3500 (CAR OFFSET = LEFT)



REVISIONS

2011/06/27	DWG Created es
2011/12/21	REVISED PIT/OH REQUIREMENT TABLE PER LATEST RELEASE nb
2012/01/23	REVISED C/L CYLINDER LOC PER LATEST RELEASE nb
2012/02/23	REVISED PIT/OH REQUIREMENT TABLE PER APPROVED ENGINEERING DATA nb
2012/05/15	ADDED TALL CAB MIN. OH TO PIT/OH TABLE AND ADDED NOTE "A". nb
2012/09/01	ADDED GLASS BACK CAB AND TUBE STEEL DETAILS. nb

THIS SHEET COVERS THE FOLLOWING CONDITIONS:
PASSENGER CARS:
2100 - 3500 lbs. @ 100 / 125 F.P.M.
953 - 1588 KG @ 0.50 / 0.64 M/S,
FRONT OPENING ONLY,
SEISMIC ZONE 0, 1, 2, 3, & 4.

NOTE A:
8'-0" (2438) ENTRANCE AVAILABLE WITH 9'-9" (2819) CAB.

APPROVAL
THIS ARRANGEMENT AND SUPPLEMENTARY NOTES APPROVED

SIGNED: _____ DATE: _____
THIS WORK AND THE INFORMATION IT CONTAINS ARE THE PROPERTY OF OTIS ELEVATOR COMPANY ("OTIS"). IT IS DELIVERED TO OTHERS ON THE EXPRESS CONDITION THAT IT WILL BE USED ONLY FOR OR ON BEHALF OF OTIS. THAT NEITHER IT NOR THE INFORMATION IT CONTAINS WILL BE REPRODUCED OR DISCLOSED, IN WHOLE OR IN PART, WITHOUT THE WRITTEN CONSENT OF OTIS; AND THAT ON DEMAND IT AND ANY COPIES WILL BE PROMPTLY RETURNED TO OTIS.
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HydroFit
A United Technologies Company

DATE: _____ SHEET 2

DWG. NO.: HYD-TYP-P-PN

BUILDING LOCATION

CONT. WITH OWNER

ARCHT. CONTRACT NO.

** "MRL" = MACHINE ROOM-LESS
"NON-MRL" = ADJACENT OR REMOTE MACHINE ROOM

CAPACITY	HD	* CAB WITH STANDARD 9/16" (16) WALL PANELS				CL. OPNG. = CLEAR OPENING					R.O. = ROUGH OPENING					
		HW	HW2	*CWL	*CDI	CL. OPNG.	CENTER OPENING			E	R.O.	CENTER OPENING			SINGLE SLIDE	
		A	B	C	D		R.O.2	F	G			R.O.3	H			
2100	7'-7"	18'-6"	6'-8 5/16"	4'-3 9/16"	3'-0"			10 1/4"	3'-8 3/4"	7'-7"			4'-8"	2'-10 3/4"		
** "MRL"	[2311]	[4724]	[1736]	[1309]	[914]			[280]	[1137]	[2311]			[883]	[807]		
2100	5'-9"	7'-4"	15'-0"	4'-3 9/16"		NA	NA		3'-5 3/4"	7'-4"	NA	NA	NA	2'-7 3/4"		
** "NON-MRL"	[1763]	[2235]	[4672]	[1309]					[1061]	[2235]				[807]		
2500																
3000	8'-4"	8'-4"	17'-0"	6'-5 9/16"	3'-6"			10"	4'-0"	6'-4"			6'-2"	3'-2"		
	[1930]	[2640]	[5162]	[1970]	[1067]			2'-3 1/16"	2'-5 15/16"	[2640]			[1676]	[966]		
3500	8'-11"			5'-5 9/16"					1219							
	[2108]			[1665]				[888]	[786]							

The following items must be performed or provided at no cost to Otis Elevator Company (OTIS) by the Owner or General Contractor or their agents in accordance with governing codes. The price and installation schedule of Otis is based on the following conditions of installation. The machine room is to be maintained at a temperature between 60°F (15.6°C) and 100°F (38°C). When a machine space is used, the machine space will be in the hoistway behind the metal door installed per Hoistway and Pit Prep / Work above with ventilation in accordance with all applicable codes and regulations. The machine space is to be maintained at a temperature between 32°F (0°C) and 104°F (40°C). Relative humidity not to exceed 95% non-condensing. Local codes may require tighter temperature ranges. The temperature and humidity range shall be permanently posted in the machine room / machine space. Please check with your local code authority for the exact location to be in your area.

General Prep / Work

- Provide dry cells to accommodate elevator equipment (troughing, venting, and hall fixtures) along with patching and painting of walls, floors, or partitions together with finish painting of entrance doors and frames, if required.
- Provide tractor trailer access to the building for unloading of material and an on-site storage area for elevator equipment as follows: dry and enclosed, provides roll-aside access to the elevator hoistway to the ground level, located within 100 feet (30.5 meters) of the hoistway, and is larger than 25 x 20 feet (7620 mm X 6096 mm) per elevator. Any materials provided by Otis for elevator equipment are not used if equipment is stored in a manner other than a dry enclosed building structure.
- Provide sufficient on-site refuse containers for the proper disposal of elevator packaging material. Sufficient refuse containers not be provided, disposal of packaging material shall become the responsibility of the owner.

Hoistway and Pit Prep / Work

- Prior to the start of installation, provide a dry, properly framed, enclosed and vented hoistway in accordance with all applicable codes.
- Provide a clear plumb hoistway with variations from the size shown on the Otis layout not to exceed 40 inch / +1 inch (25 mm).
- Install per Machine Room / Machine Space Prep / Work and Electrical Requirements.

Provide a rough opening for and install a 3' X 7' standard fire rated interior door on one side of the hoistway, as shown on the Otis layout. The machine space access door must not be on an outside wall. When determining the location of the machine space door, the dimension on the Otis layout is from the inside door edge of the jamb and not the door stop edge. Please be advised that this door location is very critical. Follow door manufacturing instructions for the different types of hoistway wall material and make the appropriate adjustments so that this door will be placed in the proper location.

The door frame must be securely mounted to the wall to sustain a cantilevered / horizontal force exerted by the electrical disconnect(s), electrical conduit, and wiring up to an approximate 225 lb. load. Install per Machine Room / Machine Space Prep / Work and Electrical Requirements. The door hand and opening is dependent on configuration, see the general contractor guide or talk to your Otis representative.

- Furnish adequate rail bracket supports and bracket spacing as required by governing code from pit floor to top of hoistway. For steel or wood frame construction, adequate backing for a rail bracket to be installed not less than 10'-3" (3124 mm) or more than 11'-3" (3428 mm) from the top landing. Furnish separator beams where required. Rail bracket attachment must be exposed and flush with the clear hoistway line.

If the floor to floor height exceeds the maximum bracket spacing allowed by the governing code, Otis requires some form of steel support to properly attach our guide rail brackets. The maximum allowed bracket spacing is indicated in the rail force and bracket detail table on the Otis layout. Any rail bracket mounting surfaces that are not in line with the finished hoistway dimension (i.e. the clear hoistway line) may need to be extended to meet the required distance. Otis agrees to provide guidance on this matter at the appropriate time.

If rail bracket embedded plates or inserts are provided by Otis, they shall be installed by others in accordance with Otis' documentation and instruction.

If vertical tubes shall be utilized as rail support, (2) vertical tubes spaced at 20" (516 mm) on center are required for car rail brackets with "A" dimension >= 57" (1460 mm). For Machine Space applications, horizontal rail bracket buffer(s). The pit must be dry and clean. The elevator pit must have a floor drain or sump pump to prevent the accumulation of water. The pit must be coordinated with Otis to avoid all elevator components and access areas, in areas requiring Firefighter's Emergency Operation, a sump pump / drain shall be provided that shall have the capacity to remove a minimum of 11.4 m³ (3,000 gal) of water per elevator (2.2.5, ASME A17.1-2007 / CSA B44-07). Otis recommends that the owner verify the system complies with all applicable, state and local codes.

- Provide and install a steel vertical run ladder in each pit as required by governing code and located per Otis layouts, or as coordinated with Otis personnel. Ladder width and projection from wall per local code. If pit depth is greater than 9'-10" (3000 mm) [13'-0" (4191 mm) with no floor below bottom landing], a pit access door is required.

10. A) Protection from Falls:

As required by the Occupational Safety and Health Administration (OSHA) 1926.502 (b) (1)-3, a freestanding removable barricade at each hoistway opening at each floor. Barricades shall be 42" (1067 mm) high, with mid-rail and lock board, and withstand 200 lbs. (90.7 kg) of vertical and horizontal pressure.

B) Protection from Falling Objects:

As required by the Occupational Safety and Health Administration (OSHA) 1926.502(f), hoistway protection from falling debris and other trade materials by either:

- Full entrance screening / mesh in front of all elevator entrances.
- Secured / controlled access to all elevator lobbies (lock and key) with posted Notice "Only Elevator Personnel Beyond This Protection."

Notes:

- Items A) and B) can be integrated systems.
- Hoistway barricades and screening shall be constructed, maintained, and removed by others.

- The front entrance wall at the main landing, is not to be constructed until after all elevator equipment is installed in the hoistway (the entire front wall - CLEAR HOISTWAY WIDTH - must be open for installation). Remaining front entrance walls are not to be constructed until after door frames and sills are in place. The rough openings, per sizes shown on the Otis layout, are required. Prior to the completion and turnover of the elevator(s), all entrance walls must be installed and rough openings filled in complete to maintain fire rated hoistway requirements.

- Provide adequate support at all fastening points of each entrance. Provide plumb vertical surfaces for entrances and sill supports, one above the other, and square with the hoistway. For 4'-0" (1219 mm) and 4'-8" (1372 mm) wide spaced door arrangements, an additional hoistway attachment point is required for an auxiliary support bracket under the sill assembly in the center of the clear door opening. Finish floor and gage. If required, between door frames to sill line. A horizontal support is to be provided 1 foot (305 mm) above the clear opening to the top landing to the sill assembly. If floor height exceeds 12'-0" (3658 mm), a horizontal support is to be provided 1 foot (305 mm) above the clear opening. If transoms are required, the support would be 1 foot (305 mm) above the transom height.

- Provide and install a steel safety beam per elevator, from side wall to side wall at the top of the hoistway, capable of withstanding a maximum net live load of 5000 lb. (2268 kg). Otis requires 2" (51 mm) clear above the beam. Beam must be removed before car is placed in operation if it interferes on required clearances.
- Glass used in hoistway construction must block 88% or more of incident full spectrum ultraviolet radiation for the full height of the hoistway.

- If an emergency door in a blind hoistway is required, provide an outward swinging single door type door with door closer and self-closing barrier per ASME A17.1-2007, section 5.11.1.2. Conduct your own site personnel for a detailed drawing (AA2680DD_FM), showing Otis specific requirements.

Machine Room / Machine Space Prep / Work

- When a machine room is used, provide a suitable dry machine room with access and ventilation in accordance with all applicable codes and regulations. The machine room is to be maintained at a temperature between 60°F (15.6°C) and 100°F (38°C). When a machine space is used, the machine space will be in the hoistway behind the metal door installed per Hoistway and Pit Prep / Work above with ventilation in accordance with all applicable codes and regulations. The machine space is to be maintained at a temperature between 32°F (0°C) and 104°F (40°C). Relative humidity not to exceed 95% non-condensing. Local codes may require tighter temperature ranges. The temperature and humidity range shall be permanently posted in the machine room / machine space. Please check with your local code authority for the exact location to be in your area.

- Machine room and Machine space doors must be compliant with applicable construction. When a machine room is used, provide a self-closing (local building code dependent) and self-locking door with a group 2 locking device. When a machine space is used, provide a self-closing (local building code dependent) and self-locking metal door with a group 2 locking device in the hoistway per Otis layout. In addition, ensure that all air gaps around the machine room / machine space door are sealed (i.e., threshold, weather stripping, etc.). Self-closing mechanism cannot protrude into the machine space at any time. The machine space door knock shall have a strike-plate on the hoistway side of the door.

- When a machine space is used, Otis will provide a metal shroud and metal shroud cover to be mounted on the hoistway side of the machine space door frame per Otis layout. The metal shroud will accommodate the mounting of the main electrical feeder system, fused disconnect switch or circuit breaker for car lighting, and the convenience outlet. Conduit knockouts through the metal shroud cover will be required as needed to access the disconnect switch or circuit breakers, and convenience outlet. See Electrical Requirements.

[Note: Consult with the Otis Representative at your location concerning the metal shroud mentioned above for machine space applications.]

- Refers to elevators with remote machine rooms requiring buried piping and wire way) Provide trenching and backfilling as necessary to accommodate remote machine room conditions.

Fire Prevention Prep / Work

- Provide hoistway walls designed and constructed in accordance with the required fire rating (including those places where elevator fixture boxes and rail bracket locations penetrate into the hoistway walls).

- In the United States, provide smoke detectors, located as required, with wiring from the sensing devices to the controller(s) designated by Otis.

- For each group of elevators, provide a normally closed contact representing the smoke detector at the designated return landing.
- For each group of elevators, provide a normally closed contact representing all smoke detectors located in the hoistway machine room / machine space, but not the smoke detector at the designated return landing (see above) or the smoke detectors as described in I. and II. below:

- If a smoke detector is located in the hoistway or below the lower of the two recall landings, it shall be wired to activate the same normally closed contact as the smoke detector located in the lobby at the lower of the two recall landings.
- If machine rooms / machine space is located at the designated return landing, the smoke detectors located therein shall be wired to activate the same normally closed contact as the smoke detector at the designated landing.

- Requirements for intermittently illuminating the fire exit visual signal in the car operating panel, either I. or II. apply.

- For a single unit or for a group of elevators having one common machine room / machine space and one common hoistway, provide one additional normally closed contact representing the machine room / machine space and hoistway smoke detectors.

- If the group contains more than one hoistway and hoistway smoke detectors are installed, or if the group has more than one machine room / machine space, provide one normally closed contact for each elevator. The contact is to represent the smoke detector in the machine room / machine space for that particular elevator, and any smoke detector in the hoistway containing that particular elevator.

- In Canada, provide smoke detectors, located as required, with wiring from the sensing devices to the controller(s) designated return landing.

- For each group of elevators, provide a normally closed contact representing the smoke detector at the designated return landing and, if provided, from the sensing device in the pit.

- For each group of elevators, provide a normally closed contact representing all smoke detectors located in elevator lobbies, but not the smoke detector at the designated return landing (see above) and, if provided, from the sensing device in the top of the hoistway.

- For each group of elevators, provide a normally closed contact representing the smoke detector in the elevator machine room / machine space(s).

- If the machine room / machine space is located at the designated return landing, the smoke detectors located therein shall be wired to activate the same normally closed contact as the smoke detector at the designated landings. When a machine room is used, for each group of elevators, provide in addition to the above, a normally closed contact representing the sensing devices in the machine room and, if provided, in the pit or at the top of the hoistway (for the Fire Hat in the Elevator).

- In the United States, if sprinklers are installed in the hoistway or machine room / machine space(s), a means to automatically disconnect the machine power supply to the affected elevator and any other power supplies used to move the elevator, upon or prior to the application of water is required (unless prohibited by local code). Smoke detectors shall not be used to activate sprinklers in hoistways or machine rooms / machine spaces or to disconnect the machine power supply.

- Provide a Class "ABC" fire extinguisher, minimum 10 lbs., in the machine room or in a location convenient to the machine space.

Electrical Requirements

- All 125 volt, 15 or 20 ampere single phase receptacles installed in pits, machinery spaces, and elevator car tops shall be of ground fault circuit interrupter (GFCI) type. All 125 volt, 15 or 20 ampere single phase receptacles installed in machine rooms / machine spaces shall have GFCI protection. A dedicated single phase receptacle supplied a permanently installed pit sump pump shall not require GFCI protection. (NEC 820-55 or CEC Rule

- Furnish a dedicated, balanced, 3 phase, 3 wire electrical feeder system with a separate solidly grounded equipment grounding conductor terminating at the machine room / machine space. Size of the feeder and grounding conductor to suit elevator power characteristics. Feeder conductors and grounding conductor must be copper. A fused disconnect switch or circuit breaker capable of being locked in the open position for each elevator per the National Electrical Code (ANSI/NFPA 70) or Canadian Electrical Code (CEC) with feeder or branch wiring to the controller (NEC 820-51, 820-41(D), and 820-42 or CEC Rule 38-013(2)(a)) must be provided. Fuses are to be current limiting class RK1 or equivalent. Circuit breakers are to have current limiting characteristics equivalent to class RK1 fuses. Fuses or circuit breakers are to be time delay to avoid the full load up accelerating current as listed in the Otis Confirmation of Power Supply form.

[Note: If the 3 phase power to the control system is strung (not from the utility), by use of a phase converter system, the phase converter must have three phase balanced. Digital phase balancing is required.]

- Furnish a separate 120 volt, 15 ampere single phase branch circuit and SPST fused disconnect switch or circuit breaker capable of being locked in the open position to supply the car lights, receptacles, auxiliary lighting power source, and ventilation on each car in compliance with the National Electrical Code must be provided.

When a machine room is used and where practical, disconnects shall be located adjacent to the door of the machine room enclosure. When a machine space is used, disconnects or circuit breakers shall be located behind the door of the machine space per Otis layout.

Branch circuit wiring to each controller (NEC 820-53 or CEC Rule 38-063) must be provided.

For machine room applications, a convenience outlet and a suitable light, of not less than 200 Lux (18FC) as measured at floor level must be provided in the machine room with a light switch located within 18" (457 mm) of lock jamb side of machine room door.

For machine space applications, a convenience outlet located inside the machine space door and a suitable light located outside the machine space door on the lock jamb side, of not less than 200 Lux (18FC) as measured at floor level must be provided per Otis layout. The machine space light switch shall be a dedicated circuit separate from other lighting circuits. (NEC 820-23 or CEC Rule 38-023)

A convenience outlet and light fixture of not less than 100 Lux (10FC) as measured at the pit floor level must be in the pit with a light switch located adjacent to the pit access door (NEC 820-24 or CEC Rule 38-024). The light fixture shall be externally guarded to prevent contact and accidental breakage.

[Note: Consult with the Otis Construction Superintendent at your location concerning the following paragraph.]

To meet the code upon which the elevators are to be turned over, the permanent 3 phase feeder system and protective devices must be installed and power available prior to the start of elevator installation.

- Provide 120 volt, 20 ampere power for light, tools, hoist, etc. to the hoistway during installation. Source must be within 75 feet (22.86 m) of the hoistway.

- Provide one (1) dedicated outside telephone line per elevator car to the elevator machine room / machine space(s), and terminated at the controller designated by the Otis construction superintendent. Reference the A17.1 / CSA-344 code and the Otis Confirmation of Power Supply for specific requirements.

- Optional for Elevators with an Intra building Intercom: Provide a separate 120 volt, 15 ampere, single phase power supply with fused SPST disconnect switch or circuit breaker located as required for intercommunicating system power supply. Circuit to be arranged for feeding from the building emergency lighting supply if provided. Conduit and wiring for remotely located intercommunicating stations must be provided.

- Optional for Elevators with a Battery Powered Emergency Return Unit (ERU) Provide the disconnecting means required by the National Electrical Code (NEC) or Canadian Electrical Code (CEC) with an auxiliary contact and wiring to the controller. The auxiliary contact is to be positively open when the main disconnecting means is open. The auxiliary contact shall cause the ERU power source to be disconnected from its load when the disconnecting means is in the open position. Size of main contacts to suit elevator power characteristics.

[Additional ERU Requirement]

In the United States, heat sensitive auto disconnecting means shall be provided with a normally closed contact with wiring from the sensing device to a controller designated by Otis. The normally closed contact shall be closed when the heat sensor is not activated and shall be open when the heat sensor is activated.

- Optional for installations with Emergency (Standby) Power: Provide the emergency (standby) power unit and means for starting it, and deliver to the elevator drive assemblies in the machine room / machine space, sufficient power to operate one or more elevators at a time at full rated speed and rated load.

An automatic Power Transfer Switch is required for each power feeder to monitor both Normal and Emergency (Standby) Power conditions and to perform the transfer from one to the other. Switch to have two sets of normally closed dry contacts, one to be open when the switch is in the Emergency (Standby) Power position, the other to open upon initiation of power transfer and to close when transfer is complete. Switch to have an inhibit function which will delay transfer to Normal and / or Emergency (Standby) Power by an adjustable period of 0-300 seconds. Switch shall have a Phase Monitor feature, which prohibits the transfer of power between "the" sources unless the sources are in phase with each other. If a Shunt Trip device is provided, an additional Normally Closed contact is required from the Emergency (Standby) Power source.

Emergency (standby) power system shall be connected to the 125 volt power source as noted in A.3 of the Confirmation of Power Supply for the branch circuit supplying the car lights, car top receptacle, auxiliary car lighting power source and car ventilation.

- Optional for installations with Emergency (Standby) Power: Provide the emergency (standby) power unit and means for starting it, and deliver to the elevator drive assemblies in the machine room / machine space, sufficient power to operate one or more elevators at a time at full rated speed and rated load.

An automatic Power Transfer Switch is required for each power feeder to monitor both Normal and Emergency (Standby) Power conditions and to perform the transfer from one to the other. Switch to have two sets of normally closed dry contacts, one to be open when the switch is in the Emergency (Standby) Power position, the other to open upon initiation of power transfer and to close when transfer is complete. Switch to have an inhibit function which will delay transfer to Normal and / or Emergency (Standby) Power by an adjustable period of 0-300 seconds. Switch shall have a Phase Monitor feature, which prohibits the transfer of power between "the" sources unless the sources are in phase with each other. If a Shunt Trip device is provided, an additional Normally Closed contact is required from the Emergency (Standby) Power source.

Emergency (standby) power system shall be connected to the 125 volt power source as noted in A.3 of the Confirmation of Power Supply for the branch circuit supplying the car lights, car top receptacle, auxiliary car lighting power source and car ventilation.

You agree to indemnify and save Otis harmless against any and all liability and costs arising out of your failure to carry out any of the foregoing requirements.

2011/06/27 DWG Created es

2012/05/31 Updated all sections ub

2012/08/29 Updated section 7, ab

REVISIONS

HydroFit



A United Technologies Company

DATE: SHEET 1

DWG. NO.: HYD-TYP-PWBO

BUILDING: LOCATION:

CONT. WITH: OWNER:

ARCHT.: CONTRACT NO.:

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