

### THIRD AMENDMENT TO LEASE NO. L-15169

This Third Amendment to Lease No. L-15169 (this "Third Amendment"), dated for reference purposes only as of March 26, 2014 is by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City"), operating through the SAN FRANCISCO PORT COMMISSION ("Port"), as landlord, and Autodesk, Inc., a Delaware corporation, as tenant ("Tenant").

#### RECITALS

A. Port and Tenant entered into Port Lease No. L-15169 which commenced on October 1, 2012 for that certain real property located at Pier 9 as approved by the Port Commission by Resolution 12-64 ("Original Lease"). The Original Lease was for a sixty-six (66) month term for two parcels comprising about 8,391 square feet. The Original Lease was amended on December 5, 2012 by the First Amendment to allow Port to use the Security Deposit provided under the Original Lease to secure Tenant's obligation to pay the Autodesk Contribution as defined in the First Amendment. The Lease was subsequently amended by the Second Amendment, effective January 23, 2013, as approved by the Port Commission by Resolution No. 12-79 and by the Board of Supervisors by Resolution No. 0007-13. The Second Amendment added approximately 18,799 square feet to the Premises; authorized rent credits for additional tenant improvements; revised form lease provisions; and added term until January 22, 2023. Tenant completed all improvements under the Original Lease and the Second Amendment and Port issued a temporary certificate of occupancy on June 20, 2013.

B. Tenant now desires to further expand the Premises and Port agrees under the terms of this Third Amendment. In summary, this Third Amendment: (i) adds approximately 3,400 square feet (the "Third Amendment Expanded Premises") to the existing Premises; (ii) provides for tenant improvements to the new space at Tenant's approximate cost of \$1 million; (iii) provides an available rent credit for shell work of a maximum of \$400,000; (iv) provides for a 180-day construction period during which no rent will be paid for the new space; (v) makes other clarifications and adjustments necessitated by the above changes; and (vi) updates the Lease to include new City and Port provisions.

C. Tenant is in Good Standing.

D. The Original Lease, First Amendment, Second Amendment and this Third Amendment shall collectively be referred to as the "Lease". All capitalized terms used herein but not otherwise defined shall have the meaning given to them in the Original Lease.

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

#### AGREEMENT

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference as if fully set forth herein.
2. Effective Date. This Third Amendment shall be effective and will commence one (1) business day following the full execution and delivery of this Third Amendment by Tenant and Port (which will not occur until after approval by the Board of Supervisors) (the "Third Amendment Commencement Date"). Promptly following the actual Third Amendment Commencement Date, Port and Tenant shall execute a Commencement Date Memorandum substantially in the form attached hereto as *Exhibit B*, confirming the

actual Third Amendment Commencement Date and associated Rent Commencement Date, but either party's failure to do so shall not affect the commencement of the Term.

3. **Basic Lease Information.** The following sections of the Basic Lease Information shall be revised as indicated effective on the Third Amendment Commencement Date.

3.1 The "Premises" section is deleted and replaced with the following:

<i>Premises:</i>	Portions of the Pier 9 Shed, as more particularly described on <b><i>Exhibit A Revised – Third Amendment</i></b> , attached hereto and incorporated by reference herein
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3.2 The "Premises Rentable Square Footage" section is deleted and replaced with the following:

<i>Premises Rentable Square Footage:</i>	A total of approximately 30,590 rentable square feet, comprised of: <u>Parcel A</u> : approximately 21,330 rentable square feet ground and second floor of office space; and <u>Parcel B</u> : approximately 5,860 rentable square feet of ground floor office space; and <u>Parcel C</u> (" <b>Third Amendment Expanded Premises</b> "): approximately 3,400 rentable square feet of unimproved shed space
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3.3 The "Rent Commencement Date" section is deleted and replaced with the following:

<i>Rent Commencement Date:</i>	April 1, 2013 for the Original Premises  July 23, 2013 for the Second Amendment Expanded Premises  One Hundred Eighty (180) days after the Third Amendment Commencement Date for the Third Amendment Expanded Premises
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3.4 The "Expiration Date" section is deleted and replaced with the following:

<i>Expiration Date:</i>	January 22, 2023
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3.5 The "Permitted Uses" section is deleted and replaced with the following:

<i>Permitted Use:</i>	Original Premises and Second Amendment Expanded Premises ( <u>Parcels A and B</u> ): Office, research and development and workshop space uses, and all related legal uses. The Workshop space use shall include the placement and operation of machinery and equipment, including, without limitation, mills, lathes, drill press, circular saw, scroll saw, laser cutter, welder and the like, and maintenance, repair and replacement of such equipment.  Third Amendment Expanded Premises ( <u>Parcel C</u> ): Office, research and development, laboratory and workshop space uses, and all
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	<p>related legal uses. The Workshop space use shall include the placement and operation of machinery and equipment, including, without limitation, robotics equipment, mills, lathes, drill press, circular saw, scroll saw, laser cutter, welder and the like, and maintenance, repair and replacement of such equipment.</p> <p>All uses and activities must be conducted in compliance with the Operations Plan (as defined below).</p>
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3.6 The following is added to the "Monthly Base Rent" section:

<i>Monthly Base Rent:</i>	Months	Square Feet	Monthly Base Rate/Square Foot	Total Monthly Base Rent
Parcel C	0-6	3,400	\$0.00*	\$0.00* *Provided there is no Tenant Event of Default
Parcel C	7-12	3,400	\$1.35	\$4,590.00
Parcel C	13-24	3,400	\$1.39	\$4,726.00
Parcel C	25-36	3,400	\$1.43	\$4,862.00
Parcel C	37-48	3,400	\$1.47	\$4,998.00
Parcel C	49-60	3,400	\$1.51	\$5,134.00
Parcel C	61-72	3,400	\$1.55	\$5,270.00
Parcel C	73-84	3,400	\$1.59	\$5,406.00
Parcel C	85-96	3,400	\$1.63	\$5,542.00
Parcel C	97-108	3,400	\$1.67	\$5,678.00
Parcel C	109-111	3,400	\$1.72	\$5,848.00

3.7 The following “Parcel C Initial Tenant Improvements section” is added to the Basic Lease Information with respect to Parcel C only:

<p><i>Parcel C Initial Tenant Improvements:</i></p>	<p>Tenant at Tenant’s sole cost and expense, must complete the following improvements: (i) Pier Ingress/Egress; (ii) reconfiguration of access to the San Francisco Bar Pilots Benevolent and Protective Association's ("<b>Bar Pilots</b>") leasehold; (iii) Shell Work; and (iv) lighting, cabinets, fixtures, internal demising walls and other improvements benefiting the Tenant as more particularly described below and in the Scope of Development attached as <i>Attachment 1</i> to the Work Letter attached hereto as <i>Exhibit F</i> (the “<b>Parcel C Work Letter</b>”) (the "<b>Parcel C Initial Tenant Improvements</b>").</p> <p>As a component of the Parcel C Initial Tenant Improvements, Tenant shall construct a building shell enclosing Bay Nos. 10 and 12 (“<b>Shell Work</b>”). The Shell Work shall include the costs to construct the shell, install a heating, ventilation and air conditioning system (“<b>HVAC</b>”), all required electrical work, the replacement of any defective windows, installation of new shed demising walls, all required shell and restroom work, fire sprinkler system and structural supports and bracing any required remediation of Hazardous Materials, vertical and horizontal enclosures and directly related work.</p> <p>Tenant estimates the cost of the Parcel C Initial Tenant Improvements to be Two Million Forty Thousand Five Hundred dollars (\$2,040,500.00), \$987,500 of which is for Shell Work.</p> <p>Tenant shall have until the date that is One Hundred Eighty (180) days from the Third Amendment Commencement Date (“<b>Construction Period</b>”) to complete the Parcel C Initial Tenant Improvements and obtain from the Port’s Building Permitting Group, a certificate of occupancy, final sign-off on the building permit, or such other applicable document to evidence completion of the Parcel C Initial Tenant Improvements (“<b>Certificate of Completion</b>”), subject to extensions by the Executive Director, as described in the Parcel C Work Letter (“<b>Outside Completion Date</b>”).</p> <p>Tenant will be entitled to receive a rent credit against the monthly Base Rent for Parcel C otherwise due and payable by Tenant pursuant to this Lease equal to the lesser of Tenant’s actual cost of the Shell Work (determined in accordance with generally accepted accounting principles, consistently applied) or \$400, 000 (“<b>Shell Work Costs</b>”). “Soft” costs incurred in connection with the Shell Work, including space planning, architectural and engineering costs and all permitting fees and attorney’s fees are explicitly excluded from Shell Work Costs. The Shell Work Costs will be amortized on</p>
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a straight line basis at zero percent (0.00%) interest and the monthly amortization amount allocable to the Shell Work Costs shall be credited by Port against the monthly Base Rent otherwise due and payable by Tenant pursuant to this Lease (“Parcel C Rent Credit”) until the earlier of (i) the Expiration Date, (ii) termination of this Lease, or (iii) until Tenant is credited in full for the Shell Work Costs.

By way of example only, if Tenant spent \$400,000 on Shell Work Costs to construct the Shell Work and completes the work by the Outside Completion Date, the monthly Parcel C Rent Credit would be approximately \$3,913.89 per month for one hundred and two (102) months.

All the Parcel C Initial Tenant Improvements shall be constructed at Tenant's sole cost and expense and in accordance with Section 13 below and the Parcel C Work Letter. Tenant understands and agrees that Parcel C Rent Credits apply only to the Shell Work and that Tenant will not receive any rent abatement, offset, credit, or any other monetary consideration in relation to any other Initial Tenant Improvements.

Within thirty (30) days after completion of the Parcel C Initial Tenant Improvements, Tenant shall provide Port with a summary of the Shell Work Costs incurred in connection with the Shell Work, together with an itemized statement of the actual costs expended by Tenant in connection with the Shell Work, accompanied by documentation substantiating all said expenditures. Such documentation of expenditures shall include, without limitation, (a) copies of executed contracts; (b) copies of invoices for labor, services and/or materials, copies of bills of lading, and/or copies of other bills or receipts for goods, materials and/or services; (c) copies of canceled checks, (d) unconditional lien waivers from all the general contractors and all subcontractors and suppliers; (e) a copy of the as-built final plans for the Tenant Improvements, and (f) such other proofs of expenditure as may be reasonably requested by Port (collectively, “Documents Evidencing Parcel C Shell Work Costs”). Appropriate proofs of expenditure may include copies of canceled checks; copies of contracts or invoices for labor, services and/or materials marked “Paid”, or otherwise evidenced as having been paid, bills of lading marked “Paid”; other bills, contracts, receipts for goods materials and/or services marked “Paid” and such other proofs of expenditure as may be reasonably approved by Port. Shell Work Costs that are eligible for Parcel C Rent Credits shall not include the items listed in (i), (ii) or (iv) above or items related to Tenant's trade fixtures, office equipment and supplies, furniture, communications facilities (whether voice or data) or any other items of personalty not

	<p>intended to become a part of the realty.</p> <p>The Parcel C Rent Credits are personal to Autodesk, Inc. and its Permitted Transferee or Affiliate.</p>
<i>Pier Ingress/Egress:</i>	<p>As part of the Parcel C Initial Tenant Improvements, Tenant, at its sole cost and expense, must construct within the Premises, as required by Law and/or the Port's Fire Marshall, a one hour fire rated common corridor from the interior pier shed drive aisle to the south apron in a location to be mutually agreed by the parties.</p>
<i>Bar Pilots Gate:</i>	<p>If required by Port, in its sole discretion, as part of the Parcel C Initial Tenant Improvements, Tenant, at its sole cost and expense, must (i) reconfigure and relocate the cyclone fence and access gate commonly known as the "Bar Pilots' Gate"; and (ii) work with Port to create a common area drive aisle turn-around area(s) within the shed. Tenant also agrees to pay an amount equal to the Port's lost rents as a result of any reduction of the Bar Pilots' leased premises and conversion of such space into a common drive aisle with no rental income as Additional Rent in the amount determined by Port in writing in its sole discretion.</p>
<i>Security for Completion of Parcel C Initial Tenant Improvements:</i>	<p>If Tenant Transfers its interest in this Lease (including any Affiliate Transfers or Permitted Transfers) at any time prior to issuance of an Certificate of Completion, or if Tenant does not obtain an Certificate of Completion by the Outside Completion Date (as such date may be extended pursuant to Section 1.5 of the Parcel C Work Letter), Tenant must deliver to Port an amount equal to one hundred twenty-five percent (125%) of the estimated cost to complete construction of the Parcel C Initial Tenant Improvements, as reasonably determined at such time by Port and Tenant, but in no event more than \$1,000,000 ("TI Security") within ten (10) business days (i) prior to the effective date of the Transfer, or (ii) following the Outside Completion Date, as applicable.</p> <p>The TI Security may be used by Port to help protect Port against any liability for mechanics' and materialmen's liens, stop notices, to ensure completion of the Parcel C Initial Tenant Improvements, and to compensate Port for any expenses incurred or damage caused as a result of Tenant's failure to obtain the Certificate of Completion by the Outside Completion Date (including, but no limited to, any attorneys' fees and costs), as such date may be extended pursuant to Section 1.5 of the Parcel C Work Letter.</p> <p>The TI Security may be in the form of cash or letter of credit, the requirements of which are described in Attachment 2 of the Parcel C Work Letter. Port will not be required to keep the TI Security</p>

	separate from its general funds, and Tenant will not be entitled to any interest on the TI Security. The amount of the TI Security will not be deemed to limit Tenant's liability for Completion of the Parcel C Initial Tenant Improvements in accordance with the terms and conditions of this Lease. Port will return the unused balance of the TI Security to Tenant within thirty (30) days after issuance of the Certificate of Completion.
<i>Parcel C Load Restrictions:</i>	The Substructure Report for Parcel C is attached hereto as <b>Schedule 2</b> . Tenant, as part of the Parcel C Initial Tenant Improvements, will, as necessary or if required, reinforce and increase the load-bearing capacity of the floors of the Premises to withstand the weight and load of the equipment to be installed, operated, and used by Tenant in connection with the Permitted Uses. Additionally, although the south apron is not part of the Premises, the maximum load on the south apron is 100 PSF.
<i>Location of Asbestos in Parcel C:</i>	See <b>Schedule 1</b>
<i>Public Access Requirements:</i>	Port and Tenant shall negotiate in good faith to enter into an agreement the basic provisions of which would require Tenant at its sole cost and expense and subject to all Regulatory Approvals to: (i) to design and install "public access" improvements in the area of the existing parklet on the marginal wharf between Piers 9 and 15 (approximately 6,594 sq.ft.) in a manner satisfactory to BCDC and Port; (ii) reimburse Port for routine maintenance of the parklet; and (iii) at Port's option, either maintain and repair the improvements or reimburse Port for the cost of maintaining and repairing the improvements. The parties agree that a default of the agreement will be a material default of this Lease and that Port shall have no obligation to execute this Third Amendment should the parties fail to execute such an agreement.

**3.8 Terms Apply.** Unless otherwise provided herein, all provisions of the Basic Lease Information apply to the Third Amendment Expanded Premises.

**3.9 Security Deposit.** No later than the date that is three (3) business days after the Third Amendment Commencement Date, Tenant shall increase its Security Deposit to One Hundred Fifty Six Thousand Three Hundred Thirty Four Dollars and 68 Cents (\$156,334.68).

**3.10 Operations Plan.** On November 19, 2013, Tenant submitted a supplement to its Operations Plan to include the Permitted Activities under this Third Amendment for Port's approval. Port will approve or disapprove the supplemental items (or any re-submissions) within thirty (30) days following Port's receipt of the same. If Port disapproves, Port in the written disapproval will state the reason or reasons for such disapproval and may recommend changes and make other recommendations. Tenant will

resubmit as expeditiously as possible. Tenant will continue making resubmissions until Port approval is obtained.

Based on the supplemental items in the Operations Plan, Port may require an Environmental Oversight Deposit in connection with Tenant's operations in Parcel C. The actual amount of the Environmental Oversight Deposit will be determined by Port in conjunction with its approval of the supplemental items in the Operations Plan.

4. Premises. *Exhibit A- 2nd Amendment* is replaced with "*Exhibit A- 3rd Amendment*" attached to this Third Amendment.

5. As Is Condition. Tenant acknowledges and agrees that Tenant is familiar with the portions of the Premises delivered under this Third Amendment ("**Third Amendment Expanded Premises**") which are being leased and accepted in their "as-is" condition, without any improvements or alterations by Port, without representation or warranty of any kind, and subject to all applicable laws governing their use, occupancy and possession. Tenant represents and warrants to Port that Tenant has received and reviewed the disclosures and schedules attached to this Third Amendment and to the Lease which also apply to the Third Amendment Expanded Premises. Tenant further represents and warrants to Port that Tenant has investigated and inspected, either independently or through agents of Tenant's own choosing, the condition of the Third Amendment Expanded Premises and its suitability for Tenant's business and intended use. Tenant acknowledges and agrees that neither Port nor any of its agents have made, and Port hereby disclaims, any representations or warranties, express or implied, concerning the rentable area, the physical or environmental condition or the Facility (including, but not limited to the substructure), the present or future suitability of for Tenant's business, or any other matter whatsoever relating to the Third Amendment Expanded Premises, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

6. Definitions. Section 2 (Definitions) is revised by deleting and replacing the following terms as shown:

"**Exacerbate**" or "**Exacerbating**" when used with respect to Hazardous Materials means any act or omission by Tenant, its Agents or Invitees that increases the quantity or concentration of Hazardous Materials in the affected area, causes the increased migration of a plume of Hazardous Materials in soil, groundwater, or bay water, causes a Release of Hazardous Materials that had been contained until the act or omission, or otherwise requires Investigation or Remediation that would not have been required but for the act or omission. Exacerbate also includes the disturbance, removal or generation of Hazardous Materials in the course of Tenant's operations, Investigations, maintenance, repair, Improvements and Alterations under this Lease. "**Exacerbation**" has a correlating meaning.

"**Interest Rate**" means five percent (5%) per year.

"**Late Charge**" means a fee equivalent to fifty dollars (\$50.00).

"**Law**" means any present or future law, statute, ordinance, code, resolution, rule, regulation, judicial decision, requirement, proclamation, order, decree, policy (including the Waterfront Land Use Plan), and Regulatory Approval of any Regulatory Agency with jurisdiction over any portion of the Premises, including Regulatory Approvals issued to Port which require Tenant's compliance, and any and all recorded and legally valid covenants, conditions, and restrictions affecting any portion of the Facility, whether in

effect when this Lease is executed or at any later time and whether or not within the present contemplation of the parties, as amended from time to time.

"**Original Premises**" means the approximately 8,391 square feet which comprised the Premises under the Lease as effective October 1, 2012.

"**Port program or project**" shall mean (a) any development or renovation, by public and/or private parties, of the building, pier or seawall lot in, on or in the vicinity of the Premises (including, but not limited to the Event as described in Section 3.4 and any Development Project described in the Basic Lease Information), or (b) with respect to any areas owned by Port or under Port's jurisdiction between and including Piers 80-96, maritime uses (by way of example only and not as a limitation, cargo shipping, fishing, passenger cruises, ship repair, ferries and excursion boats, historic ships and recreational boating)."

"**Rent**" means the Base Rent, Additional Rent and all other sums payable by Tenant to Port hereunder, including, without limitation, any Late Charge any interest assessed pursuant to Section 5.

"**Second Amendment Expanded Premises**" or "**Expanded Premises**" means those portions of the Premises (approximately 18,799 square feet) added by the Second Amendment effective January 23, 2013.

"**Third Amendment Expanded Premises**" means those portions of the Premises called Parcel C (of approximately 3,400 square feet) added by the Third Amendment.

7. Development Project. Section 3.3 is deleted and replaced with the following:

"**3.3. Proximity of Development Project**" Tenant acknowledges that during the Term, a Port program or project and/or the Development Project(s) described in the Basic Lease Information, if any, is scheduled to be, or may be, constructed on property in the vicinity of the Premises. Tenant is aware that the construction of such project(s) and the activities associated with such construction will generate certain adverse impacts which may result in some inconvenience to or disturbance of Tenant. Impacts may include, but are not limited to, increased vehicle and truck traffic, traffic delays and re-routing, loss of street and public parking, dust, dirt, construction noise and visual obstructions. Tenant hereby waives any and all Claims against Port, City and their Agents arising out of such inconvenience or disturbance."

8. America's Cup. Section 3.4 is deleted and replaced with the following:

"**3.4. America's Cup**. Tenant acknowledges that the Golden Gate Yacht Club has certain rights that may result in the 35th America's Cup being held in San Francisco. The 35th America's Cup could result in activities and impacts on the San Francisco waterfront, all of which are subject to review under the California Environmental Quality Act. The potential activities and impacts include the America's Cup match, pre-match races, other regattas, possible future successive defense(s) of the America's Cup, related events and potential long-term development uses, (collectively the "**Event**"). The Event, if held, will be, or may be, on property, including land and water, in the immediate vicinity of the Premises. Tenant is aware that the Event as proposed will include construction projects, racing in the Bay, and public and private events. The activities associated with the Event, if held, are expected to create certain impacts, some of which may result in some inconvenience to or disturbance of Tenant.



Impacts of the Event may include, but are not limited to, increased pedestrian, vessel, vehicle and truck traffic, traffic delays and re-routing of street traffic, loss of street and public parking, temporary re-routing or interruption of land and water transit, dust, dirt, land- and water-based construction, dredging, and other noise and visual obstructions. Tenant hereby waives any and all Claims against Port, City and their Agents arising out of impacts, inconvenience or disturbance as a result of the Event."

9. Accessibility Inspection Disclosure. Section 3.9 is added to the Lease to read as follows:

"3.9. *Accessibility Inspection Disclosure*. California law requires commercial landlords to disclose to tenants whether the property being leased has undergone inspection by a Certified Access Specialist ("CASp") to determine whether the property meets all applicable construction-related accessibility requirements. The law does not require landlords to have the inspections performed. Tenant is hereby advised that the portions of the Premises added by this Third Amendment have not been inspected by a CASp."

10. Sections 5.3 through 5.5 are deleted and replaced with the following:

"5.3. *Default Interest*. Any Rent, if not paid within five (5) days following the due date and any other payment due under this Lease not paid by the applicable due date, shall bear interest from the due date until paid at the Interest Rate. However, interest shall not be payable on Late Charges incurred by Tenant nor on other amounts to the extent this interest would cause the total interest to be in excess of that which an individual is lawfully permitted to charge. Payment of interest shall not excuse or cure any default by Tenant. Tenant shall also pay any costs, including attorneys' fees incurred by Port by reason of Tenant's failure to pay Rent or other amounts when due under this Lease.

5.4 *Late Charges/Habitual Late Payer*. Tenant acknowledges that late payment by Tenant to Port of Rent or other sums due under this Lease will cause Port increased costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, if Tenant fails to pay Rent on the date due, such failure shall be subject to a Late Charge at Port's discretion. Tenant shall also pay any costs including attorneys' fees incurred by Port by reason of Tenant's failure to timely pay Rent. Additionally, in the event Tenant is notified by Port that Tenant is considered to be a Habitual Late Payer, Tenant shall pay, as Additional Rent, an amount equal to Fifty Dollars (\$50.00) (as such amount may be adjusted from time to time by the Port Commission) upon written notification from Port of Tenant's Habitual Late Payer status. The parties agree that the charges set forth in this Section represent a fair and reasonable estimate of the cost that Port will incur by reason of any late payment. Such charges may be assessed without notice and cure periods and regardless of whether such late payment results in an Event of Default. Payment of the amounts under this Section shall not excuse or cure any default by Tenant.

5.5 *Returned Checks*. If any check for a payment for any Lease obligation is returned without payment for any reason, Tenant shall pay, as Additional Rent, an amount equal to Fifty Dollars (\$50.00) (as such amount may be adjusted from time to time by the Port Commission) and the outstanding payment shall be subject to a Late Charge as well as interest at the Interest Rate."

11. Use of Roof. Section 13.7 is added to the Lease to read as follows:

**"13.7 Improvements on Roof.** Tenant shall not install any equipment on the roof or any other part of the Facility outside of the Premises without Port's prior written consent. If Port consents, then Tenant shall have a non-exclusive revocable license on and over the roof and/or other areas of the Facility necessary to install, maintain and repair the equipment in a location mutually agreeable to Port and Tenant, subject to and consistent with all necessary Regulatory Approvals, including a building or encroachment permit issued by Port. Port makes no representation with respect to Tenant's ability to obtain such Regulatory Approvals. Tenant's use of any licensed areas shall be subject to all the terms and conditions of this Lease and Tenant shall have the obligations and liabilities as if the licensed areas are included in the Premises under this Section, and Sections 3.7, 9-11, 13, 15, 16, 19 and 25 of this Lease. The license granted to Tenant hereunder is for the sole purpose of constructing, maintaining, restoring, replacing and operating Tenant's approved equipment, including any necessary conduits, only in connection with Tenant's Permitted Uses under this Lease and Tenant shall not have the right to install any other equipment outside of the Premises, including without limitation a telecommunications (cell) site or any other equipment that can be used for any commercial purpose. The license granted hereby includes the right of ingress and egress through the Facility during non-business hours for access to or from the Premises and Tenant's equipment, provided that Tenant must notify the Port's designated person set forth above at least 24 hours in advance of any access and shall comply with all reasonable requirements of such designated person with respect to Tenant's requested access. In the event of an emergency, Tenant shall have the right to enter the licensed areas provided it makes good faith efforts if possible to notify Port in advance of such entry.

Nothing in this Section 13.7 shall be deemed to modify the parties' rights under Port License to Use Property, License No. 15698 dated August 20, 2013 for reference purposes between Port as Licensor and Tenant as Licensee which allows Tenant to use portions of the roof of Pier 9 for solar panels."

12. Insurance. Tenant shall deliver to Port certificates of insurance, additional insured policy endorsements and waiver of subrogation endorsements as required by Section 16 using the internet-based insurance compliance tracking system EXIGIS unless otherwise directed by Port. Failure by Tenant or Tenant's broker as applicable to provide evidence of insurance coverage using EXIGIS shall be an Event of Default unless cured within three (3) business days following written notice from Port.

13. Notification Limitations on Contributions. Section 28.13 of the Lease is hereby deleted and replaced with the following:

**"28.13. Notification of Limitations on Contributions.** Through its execution of this Lease, Tenant acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing 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. Tenant acknowledges that the foregoing restriction applies only if the contract or a combination



or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Tenant further acknowledges that the prohibition on contributions applies to each Tenant; each member of Tenant's board of directors, and Tenant's chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Tenant; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Tenant. Additionally, Tenant acknowledges that Tenant must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Tenant further agrees to provide to City the name of each person, entity or committee described above."

14. FEMA Notice. *Schedule 3* is deleted and replaced with *Schedule 3 (Revised)* attached hereto.

15. Hazardous Materials Disclosure. *Schedule 4* is deleted and replaced with *Schedule 4 (Revised)* attached hereto.

16. Parcel C Work Letter. The Parcel C Work Letter for the Parcel C Initial Tenant Improvements under this Third Amendment is attached hereto as *Exhibit F*.

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

18. Miscellaneous. This Third Amendment shall bind, and shall inure to the benefit of, the successors and assigns of the parties hereto. This Third Amendment is made for the purpose of setting forth certain rights and obligations of Tenant and the Port, and no other person shall have any rights hereunder or by reason hereof as a third party beneficiary of otherwise. This Third Amendment may be executed in counterparts with the same force and effect as if the parties had executed one instrument, and each such counterpart shall constitute an original hereof. No provision of this Third Amendment that is held to be inoperative, unenforceable or invalid shall affect the remaining provisions, and to this end all provisions hereof are hereby declared to be severable. As amended hereby, the Lease is hereby ratified and confirmed in all respects. In the event of any inconsistencies between the terms of this Third Amendment and the Lease, the terms of this Third Amendment shall prevail. Time is of the essence of this Third Amendment. This Third Amendment shall be governed by the laws of the State of California. Neither this Third Amendment nor any of the terms hereof may be amended or modified except by a written instrument signed by all the parties hereto.

19. Full Force and Effect. Except as specifically amended herein, the terms and conditions of the Lease shall remain in full force and effect.

20. Subject to Board of Supervisor's Approval. Notwithstanding anything to the contrary contained in this Third Amendment, Tenant acknowledges and agrees that no officer or employee of City has authority to commit City to this Third Amendment unless and until City's Board of Supervisors shall have duly adopted a resolution approving this Third Amendment and authorizing the transactions contemplated hereby. Therefore, any

obligations or liabilities of City hereunder are contingent upon adoption of such a resolution, and this Third Amendment be null and void if City's Mayor and the Board of Supervisors do not approve this Third Amendment, in their respective sole discretion. Approval of this Third Amendment by any department, commission or agency of City shall not be deemed to imply that such resolution will be enacted, nor will any such approval create any binding obligations on City.

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IN WITNESS WHEREOF, Port and Tenant execute this Third Amendment to Lease No. L-15169 at San Francisco, California, as of the last date set forth below.

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

By: \_\_\_\_\_  
Susan Reynolds  
Deputy Director, Real Estate

Dated: \_\_\_\_\_

**TENANT: Autodesk, Inc., a Delaware corporation**

By: \_\_\_\_\_

Name: **JOSEPH CHEN**  
Autodesk, Inc  
VP, Corporate Real Estate & Facilities

Its: \_\_\_\_\_

Dated: 3-26-14

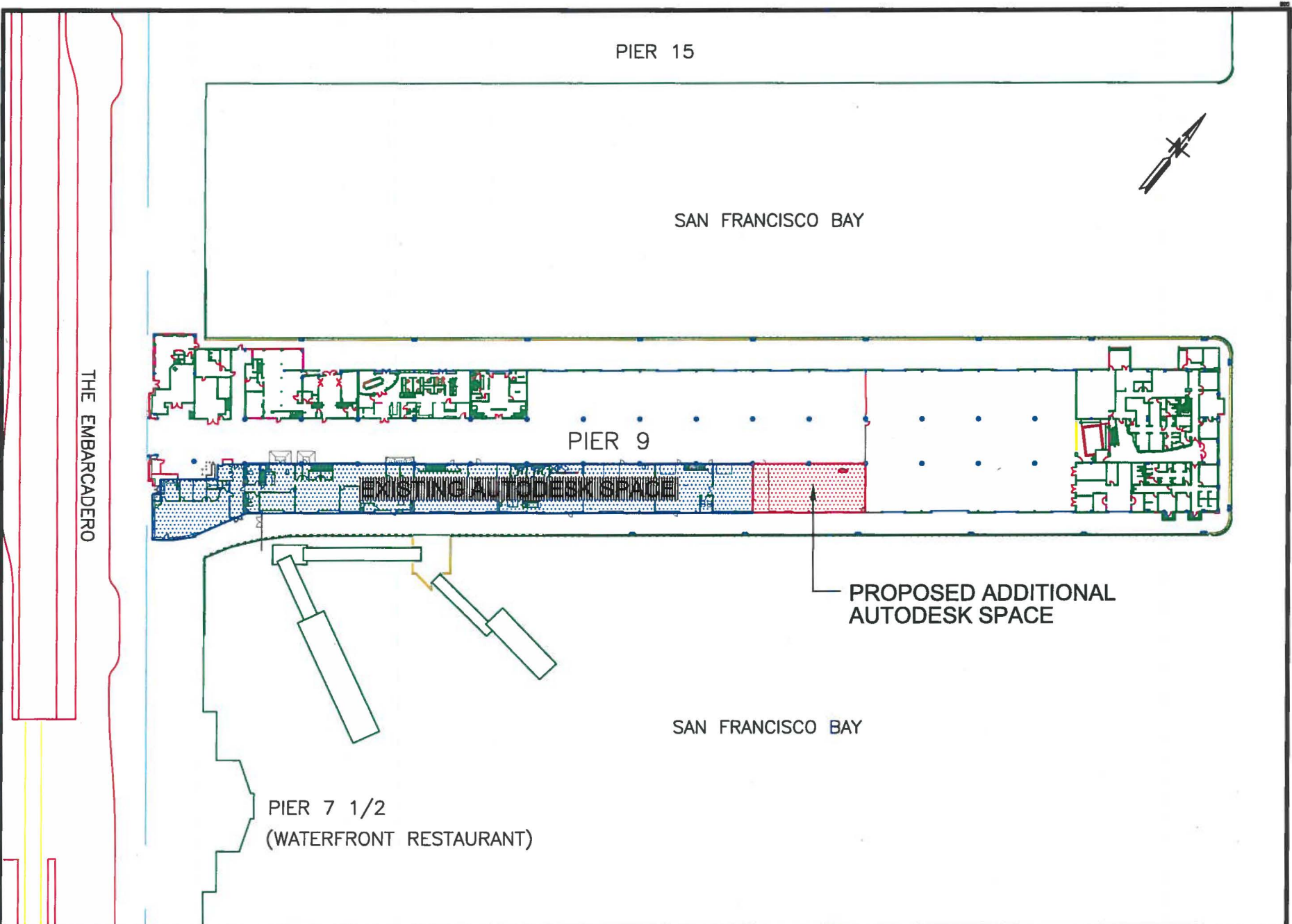
**APPROVED AS TO FORM: DENNIS J. HERRERA, City Attorney**

By: \_\_\_\_\_  
Rona H. Sandler  
Deputy City Attorney

Amendment Prepared By: Jeffrey A. Bauer, Senior Leasing Manager \_\_\_\_\_ (initial)  
Port Commission Reso. No.  
Board of Supervisors Reso. No.

**Exhibit A**  
**3<sup>rd</sup> Amendment**

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**SAN FRANCISCO PORT COMMISSION**  
 PORT OF SAN FRANCISCO  
**DEPARTMENT OF ENGINEERING**

TENANT  
**AUTODESK**

DRAWN BY: ECC	DATE: SEP 12, 2013
CHECKED BY: J. BAUER	SCALE: 1" = 100'
PLACE CODE NO.	SHEET NO.
1090-00	OF SHEETS

**EXHIBIT B**

**THIRD AMENDMENT COMMENCEMENT DATE MEMORANDUM**

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

**Tenant:**

**Lease Number:**

**Third Amendment Date:**

**Premises:** [ \_\_\_\_\_, Suite \_\_\_\_\_ ]  
San Francisco, California

The Third Amendment Commencement Date is established as \_\_\_\_\_, 20\_\_\_\_. The Third Amendment Rent Commencement Date is \_\_\_\_\_ and the Expiration Date is January 22, 2023.

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

By: \_\_\_\_\_  
Susan Reynolds  
Deputy Director, Real Estate

Date Signed: \_\_\_\_\_

**Tenant:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_



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## EXHIBIT F

### PARCEL C WORK LETTER

This Parcel C Work Letter sets forth Tenant's obligation to construct the Parcel C Initial Tenant Improvements and shall be deemed part of the Lease. The "Parcel C Initial Tenant Improvements" are described in the Scope of Development attached hereto as *Attachment 1* and associated Port Building Permits and any amendments thereto and include without limitation, those improvements listed in the Basic Lease Information.

#### 1. General Terms

**1.1. Definitions.** Initially capitalized terms used in this Parcel C Work Letter have the meanings given them when first defined. Any initially capitalized words or acronyms used but not defined in this Parcel C Work Letter shall have the same meanings as in the Lease.

**1.2. Relationship between Parcel C Work Letter and the Lease.** This Parcel C Work Letter governs Tenant's obligations to construct the Parcel C Initial Tenant Improvements or, in the event Tenant fails to complete such improvements by the Outside Completion Date, as defined in the Basic Lease Information, to such later date Port issues a Certificate of Completion for the Parcel C Initial Tenant Improvements. This Parcel C Work Letter addresses, among other matters, the scope of Tenant's obligations to design and construct the Parcel C Initial Tenant Improvements, Tenant's obligations to obtain final approvals for the Parcel C Initial Tenant Improvements, and the Schedule of Performance. Before the termination of this Parcel C Work Letter, this Work Letter shall control in the event of any inconsistency between this Parcel C Work Letter and the Lease. Upon expiry of this Parcel C Work Letter, the Lease alone will govern the rights and obligations of the parties with respect to use and occupancy of Parcel C.

**1.3. Term.** This Parcel C Work Letter shall commence and become effective as of the Commencement Date as defined in the Basic Lease Information and shall expire on the date that Port issues a Certificate of Completion for the Parcel C Initial Tenant Improvements.

**1.4. Lease Provisions.** The provisions of the Lease, except where clearly inconsistent or inapplicable to this Parcel C Work Letter, are incorporated into this Parcel C Work Letter.

**1.5. Extensions by Port.** Upon the request of Tenant, Port's Executive Director may, by written instrument, extend the time for Tenant's performance of any term, covenant or condition of this Parcel C Work Letter or permit the curing of any default of this Parcel C Work Letter upon such terms and conditions as she or he reasonably determines appropriate, including but not limited to the time within which Tenant must perform such terms and/or conditions, provided, however, that any such extension or permissive curing of any particular default will not operate to relieve Tenant of its obligations to pay Rent (provided the Executive Director may grant up to a 60 day extension in her sole and absolute discretion) or release any of Tenant's obligations nor constitute a waiver of Port's rights with respect to any other term, covenant or condition of this Parcel C Work Letter or the Lease or any other default in, or breach of, the Parcel C Work Letter or the Lease or otherwise effect the time with respect to the extended date or other dates for performance hereunder.

**1.6. Port Acting in its Proprietary Capacity.** Tenant understands and agrees that any requests for Port's consent or approval is being made to Port in its capacity as a landowner with a proprietary interest in the Premises and not as a Regulatory Agency of the City with certain police powers. Any time limits on Port's period to respond set forth herein relates only to Port in

its capacity as landowner with a proprietary interest in the Premises and in no way modifies or limits the period in which Port, in its regulatory capacity, may respond to Tenant.

## 2. Construction Of The Parcel C Initial Tenant Improvements

### 2.1. *Tenant's Construction Obligations.*

(a) Project Requirements. Tenant hereby agrees for itself, successors, and assignees, to complete for the benefit of the Port the construction of the Parcel C Initial Tenant Improvements within One Hundred Eighty (180) days of the Commencement Date, as such dates may be extended by the Executive Director in accordance with Section 1.5 of this Parcel C Work Letter. Tenant shall Complete said construction free of claims, demands, actions and liens for labor, materials or equipment furnished for the construction, and shall be performed in accordance with applicable requirements of (i) all Laws; (ii) this Parcel C Work Letter, including the Scope of Development and Schematic Drawings; (iii) the Port Building Code as applicable; (iv) required Regulatory Approvals; (v) the Waterfront Land Use Plan; (vi) the design approved by the Port and, if required, the Planning Commission, pursuant to Section 240 of the Planning Code; and (vii) the Lease including without limitation Section 13 thereof. All such requirements are sometimes referred to collectively as the "**Project Requirements.**" For purposes of the Lease and this Parcel C Work Letter, "**Port Delays**" means delays in the issuance of Port permits that are beyond the reasonable control of Tenant, or delays caused by Port's failure to respond within the time periods set forth in this Parcel C Work Letter.

(b) Scope of Development; Schedule of Performance. Tenant shall use commercially reasonable efforts to construct or cause to be constructed the Parcel C Initial Tenant Improvements on the Premises within the times and in the manner set forth in this Parcel C Work Letter and the scope of development comprised of the Schematic Drawings, the Schedule of Performance, the preliminary plans and any narrative description (collectively, the "**Scope of Development**") attached hereto as *Attachment 1*. All construction with respect to the Initial Tenant Improvements shall be accomplished expeditiously, diligently and in accordance with good construction and engineering practices and applicable Laws. Tenant shall undertake commercially reasonable measures to minimize damage, disruption or inconvenience caused by such work and make adequate provision for the safety and convenience of all persons affected by such work. Tenant, while performing any construction with respect to the Parcel C Initial Tenant Improvements, shall undertake commercially reasonable measures in accordance with good construction practices to minimize the risk of injury or damage to adjoining tenants, properties and improvements, or the risk of injury to members of the public, caused by or resulting from the performance of such construction.

(c) Costs; Private Development. Tenant shall bear all of the cost of construction of all Parcel C Initial Tenant Improvements. Without limiting the foregoing, Tenant shall be responsible for performing all Premises preparation work necessary for construction of the Parcel C Initial Tenant Improvements. Such preparation of the Premises shall include, among other things, asbestos and lead abatement investigation required for development or operation of the Parcel C Initial Tenant Improvements, all structure and substructure work, disabled access improvements and public access improvements and tenant improvements.

2.2. Utilities. Tenant, at its sole expense, shall arrange for the provision and construction of all on-Premises utilities necessary to use the Premises for the Permitted Use. Tenant and Port shall coordinate, if necessary, with respect to installation of any off-Premises utility infrastructure and design of the Parcel C Initial Tenant Improvements, including providing advance notice of trenching requirements, and coordinate any modification of utilities to any adjacent Port tenants or uses.

**2.3. Submittals after Completion.** Tenant shall furnish Port both design/permit drawings in their finalized form and "As-Built" Drawings, specifications and surveys with respect to the Premises (core and shell, and tenant improvements) within sixty (60) days after Completion of the Parcel C Initial Tenant Improvements. If Tenant fails to provide such surveys and as-built plans and specifications to Port within such period of time, Port after giving notice to Tenant shall have the right, but not the obligation, to cause the preparation by an architect of Port's choice of final surveys and as-built plans and specifications, at Tenant's sole cost, to be paid by Tenant to Port within thirty (30) days after Port's request therefor.

**2.4. Insurance.** At all times during the construction of the Parcel C Initial Tenant Improvements, in addition to the insurance required to be maintained by Tenant under the Lease, Tenant shall require Tenant's contractor to maintain (a) commercial general liability insurance with limits of not less than Three Million Dollars (\$3,000,000) combined single limit for bodily injury and property damage (including personal injury and death), and contractor's protective liability; and products and completed operations coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000) per incident, One Million Dollars (\$1,000,000) in the aggregate; (b) comprehensive automobile liability insurance with a policy limit of not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage, providing coverage at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, "any auto", and insuring against all loss in connection with the ownership, maintenance and operation of automotive equipment that is owned, hired or non-owned; (c) worker's compensation with statutory limits and employer's liability insurance with limits of not less than One Hundred Thousand Dollars (\$100,000) per accident, Five Hundred Thousand Dollars (\$500,000) aggregate disease coverage and One Hundred Thousand Dollars (\$100,000) disease coverage per employee. Tenant shall cause Tenant's Agents (other than Tenant's contractor) to carry such insurance as shall be reasonably approved by Port taking into account the nature and scope of the work and industry custom and practice. In addition, Tenant shall carry "Builder's All Risk" insurance covering the construction of the Parcel C Initial Tenant Improvements as set forth in the Lease. The liability insurance shall be written on an "occurrence" basis and shall name Port as additional insureds (by endorsement reasonably acceptable to Port). All of the insurance required to be carried by Tenant or Tenant's Agents hereunder shall provide that it is primary insurance, and not excess over or contributory with any other valid, existing, and applicable insurance in force for or on behalf of Port, shall provide that Port shall receive thirty (30) days' written notice from the insurer prior to any cancellation or change of coverage, and shall be placed with companies which are rated A-VIII or better by Best's Insurance Guide and licensed to business in the State of California. All deductibles and self-insured retentions under Tenant's policies are subject to Port's reasonable approval, and all insurance, except workers' compensation, maintained by Tenant's Agents shall preclude subrogation claims by the insurer against anyone insured thereunder. Tenant's compliance with the provisions of this Section 2.4 shall in no way limit Tenant's liability under any of the other provisions of this Parcel C Work Letter or the Lease.

**2.5. Security for Completion of the Work.** If Tenant Transfers its interest in this Lease (including any Affiliate Transfers or Permitted Transfers) at any time prior to issuance of an Certificate of Completion, or if Tenant does not obtain an Certificate of Completion by the Outside Completion Date (as such date may be extended by Section 1.5 above of this Parcel C Work Letter), Tenant must deliver to Port an amount equal to one hundred twenty-five percent (125%) of the estimated cost to complete construction of the Parcel C Initial Tenant Improvements, as reasonably determined at such time by Port and Tenant, but in no event more than \$1,000,000.00 ("TI Security") within ten (10) business days (i) prior to the effective date of the Transfer, or (ii) following the Outside Completion Date, as applicable. The TI Security may be used by Port to help protect Port against any liability for mechanics' and materialmen's liens, stop notices, to ensure completion of the Parcel C Initial Tenant Improvements, and to compensate Port for any expenses incurred or damage caused as a result of Tenant's failure to obtain the Certificate of Completion by the Outside Completion Date (including, but no limited

to, any attorneys' fees and costs), as such date may be extended by Section 1.5 above of this Parcel C Work Letter. The TI Security may be in the form of cash or letter of credit, the requirements of which are described in *Attachment 2* attached hereto. Port will not be required to keep the TI Security separate from its general funds, and Tenant will not be entitled to any interest on the TI Security. The amount of the TI Security will not be deemed to limit Tenant's liability for Completion of the Tenant Improvements in accordance with the terms and conditions of this Lease. Port will return the unused balance of the TI Security to Tenant within thirty (30) days after issuance of the Certificate of Completion.

**2.6. Compliance with Laws.** At its sole cost and expense, Tenant shall comply (taking into account any variances or other deviations properly approved) with: (i) all Laws; (ii) all Regulatory Approvals which place requirements on the Parcel C Initial Tenant Improvements; (iii) all requirements of all policies of insurance which may be applicable to the Premises as to the Parcel C Initial Tenant Improvements or Tenant's Personal Property; and (iv) all other applicable Project Requirements. It is expressly understood and agreed that the performance required of Tenant by the preceding sentence shall include the obligation to make, at Tenant's sole cost and expense, all additions to, modifications of, and installations on the Premises which may be required by any Laws regulating the Premises or any insurance policies covering the Premises as to the Parcel C Initial Tenant Improvements or Tenant's Personal Property. Tenant shall, promptly upon request, provide Port with reasonable evidence of compliance with Tenant's obligations under this Section.

**2.7. Port and Other Governmental Permits.** Tenant has the sole responsibility, at its sole cost and expense, for obtaining all necessary permits for the Parcel C Initial Tenant Improvements and shall make application for such permits directly to the applicable Regulatory Agency; provided, however, that where Port is required to act as a co-permittee for any permit Tenant shall apply for such permit in accordance with Section 10.2 of the Lease.

**2.8. Port Rights of Access.** Without limiting the rights of Port in its regulatory capacity, Port and its Agents will have the right of access to the Premises to the extent reasonably necessary to carry out the purposes of this Parcel C Work Letter, including, but not limited to, the inspection of the work being performed in constructing the Parcel C Initial Tenant Improvements upon reasonable prior written notice to Tenant during regular business hours; provided, however, Port shall take such reasonable action necessary to minimize any interference with Tenant's construction activities. Port will provide Tenant promptly upon request with a copy of any written reports prepared by Port or its Agents with respect to the Parcel C Initial Tenant Improvements under any such inspection, subject to withholding documents otherwise privileged or confidential. Port disclaims any warranties, representations and statements made in any such reports, will have no liability or responsibility with respect to any such warranties, representations and statements, and will not be estopped from taking any action (including, but not limited to, later claiming that the construction of the Parcel C Initial Tenant Improvements is defective, unauthorized or incomplete) nor be required to take any action as a result of any such inspection.

**2.9. Construction Signs and Barriers.** Tenant shall provide appropriate construction barriers, construction signs and a project sign or banner describing the Parcel C Initial Tenant Improvements, and shall post the signs on the Premises during the period of construction. The size, design, test and location of such signs and the composition and appearance of any non-moveable construction barriers shall be submitted to Port for approval before installation pursuant to Port's sign policy, which approval may not be withheld unreasonably. Failure by Port to disapprove any such submission within fifteen (15) days after submittal of all such documents required or requested by Port, will be deemed to be an approval.

### 3. Preparation And Approval Of Plans

**3.1. The Construction Documents.**

**(a) Definition of Construction Documents.** The Construction Documents shall be as follows:

**(i) "Schematic Drawings"** for the Parcel C Initial Tenant Improvements which shall generally include, without limitation, the following:

**(1)** Perspective drawings sufficient to illustrate the Parcel C Initial Tenant Improvements.

**(2)** A site plan at appropriate scale showing relationships of the Parcel C Initial Tenant Improvements with their respective uses, designating public access areas, open spaces, walkways, buildings, loading areas, streets, parking, and adjacent uses. Adjacent existing and proposed streets, piers, arcades and structures should also be shown.

**(3)** Building plans, floor plans and elevations sufficient to describe the development proposal, the general architectural character, and the location and size of uses.

**(4)** Building sections showing height relationships of those areas noted above.

**(ii) "Preliminary Construction Documents"** in sufficient detail and completeness to show that the Parcel C Initial Tenant Improvements and the construction thereof shall comply with the Project Requirements, and which shall generally include, without limitation:

**(1)** Premises plan(s) at appropriate scale showing the buildings, streets, boat docks, walkways, and other open spaces. All land uses shall be designated. All Premises development details and bounding streets, points of vehicular and pedestrian access shall be shown.

**(2)** All building plans and elevations at appropriate scale.

**(3)** Building sections showing all typical cross sections at appropriate scale.

**(4)** Floor plans.

**(5)** Preliminary interior improvement plans.

**(6)** Plans for proposed public access areas showing details including but not limited to, walls, fences, railings, benches, bicycle racks, street furniture, markers, plaques, models, paving, exterior lighting, signs, and trash containers.

**(7)** Outline specifications for materials, finishes and methods of construction.

**(8)** Interior and Exterior Signage Plans.

**(9)** Exterior lighting plans.

**(10)** Material and color samples.



(11) Roof plans showing all mechanical and other equipment.

(iii) "Final Construction Documents" which shall include all plans and specifications required under applicable codes to be submitted with an application for a Premises Permit.

(b) Exclusion. As used in this Parcel C Work Letter "Construction Documents" do not mean any contracts between Tenant and any contractor, subcontractor, architect, engineer or consultant.

(c) In preparing the construction Documents, Tenant shall use good faith efforts to include energy conservation and other green building improvement measures including but not limited to solar panels, energy efficient light fixtures; Energy Star appliances; recycling of demolition debris and use of recycled building materials; composting services for customers including in bathrooms (for paper towels).

**3.2. Scope of Tenant Submissions of Construction Documents.** The following provisions apply to all stages of Tenant's submission of Construction Documents. Each of the Construction Document stages is intended to constitute a further development and refinement from the previous stage. The elements of the Preliminary Construction Documents requiring Port's approval shall be in substantial conformance with the Schematic Drawings and the Scope of Development, and shall incorporate conditions, modifications and changes specified by Port or required as a condition of Regulatory Approvals as approved by Port. Preliminary Construction Documents shall be in sufficient detail and completeness to show that the Parcel C Initial Tenant Improvements and the construction of the Parcel C Initial Tenant Improvements will be in compliance with the Project Requirements and matters previously approved. The Final Construction Documents shall be a final development of, and be based upon and conform to, the approved Preliminary Construction Documents. The elements of the Final Construction Documents requiring Port approval shall incorporate conditions, modifications and changes required by Port for the approval of the Preliminary Construction Documents. The Final Construction Documents shall include all drawings, specifications and documents necessary for the Parcel C Initial Tenant Improvements to be constructed and completed in accordance with this Parcel C Work Letter.

**3.3. Construction Document Review Procedures.**

(a) Method of Port Action/Prior Approvals. Port shall approve, disapprove or approve conditionally the Construction Documents (with Port's approval not to be unreasonably withheld, conditioned, or delayed; provided, however, that Port shall have the right in its sole and absolute discretion to approve or disapprove any Alterations or Improvements which affect the structural portions of the Premises, the Facility or the Facility Systems), in writing, in accordance with the Schedule of Performance, but, in any event, within twenty-one (21) days after submittal, so long as the applicable Construction Documents are properly submitted in accordance with the Schedule of Performance. If Port has not responded in writing to Tenant's request within such twenty-one (21) day period, Tenant shall deliver a second notice to Port requesting Port's approval (the "Second Notice"). The Second Notice shall display prominently on the envelope enclosing such request and the first page of such request, substantially the following: "**APPROVAL REQUEST FOR AUTODESK ALTERATIONS AT PIER 9. IMMEDIATE ATTENTION REQUIRED; FAILURE TO RESPOND WITHIN FIVE BUSINESS DAYS WILL RESULT IN THE REQUEST BEING DEEMED APPROVED.**" If Port fails to approve, disapprove, or conditionally approve within five (5) business days following receipt of the Second Notice, Port's failure to respond shall be deemed approval.

(b) Timing of Port Disapproval/ Conditional Approval and Tenant Resubmission. If Port disapproves of the Construction Documents in whole or in part, Port in



the written disapproval shall state the reason or reasons and may recommend changes and make other recommendations. If Port conditionally approves the Construction Documents in whole or in part, the conditions shall be stated in writing and a time shall be stated for satisfying the conditions. Tenant shall make a resubmittal as expeditiously as possible. Tenant may continue making resubmissions until the approval of the submissions or the time specified in any conditional approval.

### 3.4. *Changes in Construction Documents.*

(a) Approval of Changes in Construction Documents. Tenant shall not make or cause to be made any material changes in any Port-approved Construction Documents without Port's express written approval in its reasonable discretion as provided in Section 3.4(b) below. Prior to making any changes that Tenant considers to be non-material to any Port-approved Construction Documents, including, without limitation, substituting materials which are the architectural equivalent as to aesthetic appearance, quality, color, design and texture, Tenant shall notify Port in writing. If Port in its reasonable discretion determines that such noticed changes are material, then such changes shall be subject to Port's approval under Section 3.4(b). Port's determination of whether such changes are material will be conclusive. Without otherwise limiting the requirements of this Section 3.4(a), any changes that cost Five Thousand Dollars (\$5,000.00) or less in the aggregate and that would not otherwise affect the structural elements of the Parcel C Initial Tenant Improvements shall be presumed to be non-material changes.

(b) Response. Tenant shall request in writing Port's approval in connection with all material changes to the Construction Documents. Port shall respond to Tenant in writing within twenty-one (21) days after receipt of Tenant's request. If Port has not responded in writing to Tenant's request within such twenty-one (21) day period, Tenant shall deliver a second notice to Port requesting Port's approval (the "Second Notice"). The Second Notice shall display prominently on the envelope enclosing such request and the first page of such request, substantially the following: "**APPROVAL REQUEST FOR AUTODESK ALTERATIONS AT PIER 9. IMMEDIATE ATTENTION REQUIRED; FAILURE TO RESPOND WITHIN FIVE BUSINESS DAYS WILL RESULT IN THE REQUEST BEING DEEMED APPROVED.**" If Port fails to approve, disapprove, or conditionally approve within five (5) business days following receipt of the Second Notice, Port's failure to respond shall be deemed approval.

3.5. *Progress Meetings/Consultation.* During the preparation of Construction Documents, Port staff and Tenant agree to hold regular progress meetings, as appropriate considering Tenant's Construction Document progress, to coordinate the preparation of, submission to, and review of Construction Documents by Port. Port staff and Tenant (and its applicable consultants) agree to communicate and consult informally as frequently as is reasonably necessary to assure that the formal submittal of any Construction Documents to Port can receive prompt and speedy consideration.

## 4. No Force Majeure

4.1. *Completion of Construction.* Tenant shall use its commercially reasonable good faith efforts to commence, prosecute and Complete the Parcel C Initial Tenant Improvements by the dates set forth in the Schedule of Performance. During the Construction Period, Tenant shall submit written progress reports to City, in form and detail as may be required reasonably by Port, but at least on a monthly basis.

4.2. *No Force Majeure.* Tenant's obligation to Complete construction of the Parcel C Initial Tenant Improvements as set forth in Section 4.1 above shall be final and absolute and shall not be subject to Force Majeure, Port delays, Regulatory Approval delays or any other

delays, unless the Executive Director extends the time to perform as described in *Section 1.5* of this Parcel C Work Letter.

**4.3. Port's Remedy for Tenant's Failure to Timely Complete Construction.** In the event Tenant fails to complete the Parcel C Initial Tenant Improvements in a manner sufficient to cause Port to issue a Certificate of Completion for the Parcel C Initial Tenant Improvements by the Outside Completion Date, notwithstanding anything to the contrary contained in this Lease, Tenant will not be entitled to apply any Parcel C Rent Credit against the monthly installment of Base Rent payable to Port until Port has issued a Certificate of Completion for the Parcel C Initial Tenant Improvements.

## 5. Certificate Of Completion

### 5.1. Certificate of Completion.

#### (a) Issuance Process.

(i) After Tenant has Completed the construction of the Parcel C Initial Tenant Improvements in accordance with all the provisions of this Parcel C Work Letter, including, but not limited to, the Project Requirements, Tenant may request a Certificate of Completion for the Parcel C Initial Tenant Improvements in writing.

(ii) Port shall act on Tenant's request for a Certificate of Completion within sixty (60) days of receipt.

(b) **Condition to Approval.** If there remain uncompleted (i) finishing details, minor omissions, decorations and mechanical adjustments of the type normally found on an architectural "punch list", (ii) landscaping, (iii) exterior finishes (to the extent Tenant can demonstrate to Port's reasonable satisfaction that such exterior finishes would be damaged during the course of later construction of Interior Improvements), or (iv) any other item that Port approves in writing in its sole and absolute discretion (collectively "Deferred Items"), Port may reasonably condition approval upon Tenant performing all the Deferred Items. The obligations set forth in this subsection shall survive a termination of the Lease.

(c) **Definition of Completed.** For purposes of this Parcel C Work Letter and Port's issuance of a Certificate of Completion in accordance with the provisions of Section 5.1(a) above, "Completed" means completion by Tenant of all aspects of the Parcel C Initial Tenant Improvements as the case may be in accordance with the Project Requirements, and in compliance with all Regulatory Approvals needed for the occupancy and development of the Project or provision of security satisfactory to Port for Deferred Items under Section 5.1(b), and issuance of the Certificate of Completion.

## 6. Termination Of Lease.

**6.1. Plans and Data.** If the Lease terminates as a result of an Event of Default by Tenant before Completion of the Parcel C Initial Tenant Improvements, Tenant shall assign and deliver to Port (without cost to Port) any and all copies of reports in its possession regarding the Premises and all Construction Documents in the possession of or prepared for Tenant, for the contracting of the Parcel C Initial Tenant Improvements within thirty (30) days after written demand from Port. Port may use said reports and Construction Documents for any purpose whatsoever relating to the Premises; provided, however, Port shall release Tenant and Tenant's contractor, architect, engineer, agents, employees and other consultants from any Losses arising out of Port's use of such reports and Construction Documents except to the extent such contractor, architect, engineer, agent, employee or other consultant is retained by Port to complete the Parcel C Initial Tenant Improvements. Tenant shall include in all contracts and

authorizations for services pertaining to the planning and design of the Parcel C Initial Tenant Improvements an express agreement by the Person performing such services that Port may use such reports or Construction Documents as provided in this Section 6.1 without compensation or payment from Port in the event such reports or Construction , provided that Port agrees (i) not to remove the name of the preparer of such reports of Construction Documents without the preparer's written permission or (ii) to remove it at their written request.

**6.2. Return of Premises.** If the Lease terminates pursuant to this Section 6, Tenant shall, at its sole expense and as promptly as practicable, return the Premises to Port in a safe condition, and unless otherwise requested by Port, shall promptly remove all Improvements, loose building materials and debris present at the Premises resulting from Tenant's construction activities. In the event that Tenant is required to return the Premises as aforesaid, Tenant shall obtain those permits customary and necessary to enter upon the Premises in order to complete such work and shall otherwise comply with applicable Law. In such event, Port shall cooperate with Tenant in Tenant's efforts to obtain such permits, provided that Port will not be required to expend any money or undertake any obligations in connection therewith. The provisions of this Section shall survive any termination of the Lease.

**ATTACHMENTS**

**ATTACHMENT 1**  
**ATTACHMENT 2**

**SCOPE OF DEVELOPMENT**  
**LETTER OF CREDIT REQUIREMENTS**

**ATTACHMENT 1**  
**SCOPE OF DEVELOPMENT**  
**[TO BE ATTACHED]**

Scope of Development Pier 9  
 Estimated Construction Costs for the Pier 9 Robotics Lab

<u>Category</u>	<u>Core &amp; Shell</u>		<u>Tenant Improvements</u>	<u>Total</u>
	<u>Improvements</u>			
Demolition	\$ 5,500.00	\$	15,000.00	\$ 20,500.00
Sitework	\$ 12,000.00	\$	-	\$ 12,000.00
Substructure	\$ 150,000.00	\$	-	\$ 150,000.00
Superstructure	\$ 350,000.00	\$	-	\$ 350,000.00
Exterior Skin	\$ 222,000.00	\$	-	\$ 222,000.00
Roofing	\$ 50,000.00	\$	-	\$ 50,000.00
Interior Construction	\$ 60,000.00	\$	550,000.00	\$ 610,000.00
Conveying	-	\$	-	-
Special Construction	-	\$	25,000.00	\$ 25,000.00
Plumbing/ Process Piping	\$ 25,000.00	\$	45,000.00	\$ 70,000.00
Fire Protection	\$ 6,000.00	\$	22,000.00	\$ 28,000.00
Mechanical	\$ 20,000.00	\$	125,000.00	\$ 145,000.00
Electrical	\$ 22,000.00	\$	190,000.00	\$ 212,000.00
JobSite Management	\$ 52,000.00	\$	65,000.00	\$ 117,000.00
Project Requirements	\$ 13,000.00	\$	16,000.00	\$ 29,000.00
	\$ 987,500.00	\$	1,053,000.00	\$ 2,040,500.00

## ATTACHMENT 2

### LETTER OF CREDIT REQUIREMENTS

(a) If Tenant is required at any time prior the issuance of the Certificate of Completion to deliver the TI Security and Tenant elects to deliver a standby letter of credit (the "Letter of Credit") in the amount equal to the TI Security (the "LC Value"), as (i) as security for Port's recovery of costs of inspection, monitoring, enforcement, and administration during Tenant's operations under this Lease, and/or (ii) collateral to protect Port against any liability for mechanics' and materialmen's liens, stop notices, to ensure completion of the Initial Tenant Improvements, and to compensate Port for any expenses incurred or damage caused as a result of Tenant's failure to obtain the Certificate of Completion by the Outside Completion Date (as such date may be extended by Section 1.5 above of this Parcel C Work Letter), including, but no limited to, any attorneys' fees and costs (the "Secured Obligations"). Neither the Letter of Credit nor any portion of the proceeds ("LC Proceeds") will be deemed an advance of Rent, an advance of any other payment due to Port under this Lease, a security deposit subject to the California Civil Code, or a measure of Port's damages upon an Event of Default.

(b) The Letter of Credit must:

(i) be in a form reasonably acceptable to Port and issued by a nationally-chartered bank with capitalization of at least \$100 million, and otherwise reasonably satisfactory to Port (the "Issuer");

(ii) be replaced, renewed, or extended at least sixty (60) days before any expiration date stated in the Letter of Credit, if necessary to ensure that the full LC Value is available to Port at all times until sixty (60) days after the Expiration Date;

(iii) be Issuer's irrevocable, unconditional independent and binding obligation to honor any draw, including partial and multiple draws, presented to Issuer at sight upon the presentation at a branch in San Francisco of Port's signed statement certifying to the Issuer (1) that a default of the Secured Obligations has occurred and is continuing under this Lease, and any applicable grace period has expired, or Port is otherwise entitled to draw on the Letter of Credit; or (2) requesting an extension of the Letter of Credit's expiration date to the maximum time allowed, or, in the alternative, a draw of the full LC Value, because Tenant has not presented Port with a replacement, renewal, or extension as required under this Section, all in accordance with applicable rules; and

(iv) be freely transferable upon Port's (or Port's successors') delivery of any documents required by Issuer confirming a transfer.

(c) Port may draw against the Letter of Credit the amount necessary to cure any Tenant default of the Secured Obligations or to compensate Port for any damage Port incurs as a result of Tenant's default of the Secured Obligations. If Port makes a draw in any amount, Tenant must deliver to Port an amendment to the Letter of Credit or a replacement Letter of Credit providing Port with the full LC Value within ten (10) business days after written notice from Port to Tenant specifying the amount of the draw and the particular purpose to which the LC Proceeds were applied.

(d) Tenant agrees that Port:

(i) will not be required to keep LC Proceeds segregated from its other funds or to deposit them into an interest-bearing account;

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(ii) may apply that portion of the LC Proceeds necessary for payment of any and all sums reasonably necessary to compensate Port for any other loss or damage, foreseeable or unforeseeable, caused by Tenant's default of its Secured Obligations;

(iii) intentionally omitted.

(iv) will have until sixty (60) days after the Expiration Date (or later date of Port's acceptance of Tenant's surrender of the Premises) to return any LC Proceeds drawn but not applied towards Port costs or damages; and

(v) will have no further liability to Tenant with respect to the Letter of Credit or LC Proceeds following a transfer of the beneficial interest to a transferee in accordance with the Issuer's requirements.

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**SCHEDULE 1**

**ASBESTOS NOTIFICATION AND INFORMATION  
NOTICE TO EMPLOYEES,  
OWNERS, LESSEES, SUBLESSEES, AGENTS AND CONTRACTORS  
PARCEL C**

[Attachment on following page(s)]

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**NOTICE TO EMPLOYEES,  
OWNERS, LESSEES, SUBLESSEES, AGENTS AND CONTRACTORS**

**ASBESTOS IN BUILDINGS**

**FOR PERIOD THROUGH: March 2013**

It is the responsibility of the master tenant to provide this notice to any subtenant within their leasehold.

In January of 1989, Assembly Bill 3713 was signed into law and added to the California Health and Safety Code. This bill provides for written notice to employees concerning specific matters related to working in a building with asbestos containing construction materials. It applies to building built before 1979 where the owner knows that the building contains asbestos-containing materials; it does not require that a building be surveyed to determine the presence of asbestos.

**WHAT IS ASBESTOS?**

Asbestos is a naturally occurring group of fibrous minerals which have been used extensively in public buildings, apartment buildings and homes. Asbestos was incorporated into pipe insulation, acoustic plaster, acoustic tile, duct and furnace insulation, floor tiles, textiles and hundreds of other building materials. In most City buildings, asbestos is located in insulation on piping systems, acoustic plaster on ceilings, acoustic ceiling tiles, vinyl asbestos floor tiles, and structural fireproofing. Asbestos may be found in soils as well, especially if soil is non-native or commingled with municipal waste (land fill).

**WHY IS ASBESTOS HAZARDOUS?**

Asbestos is a concern because of the potential health risks associated with breathing asbestos fibers. It is important for you to know that most people with asbestos-related diseases were asbestos workers before 1972. These workers were repeatedly exposed to high levels of asbestos each working day with little or no protection. Asbestos workers today are required to follow specific work practices and wear appropriate protection to minimize exposure.

Significant exposure to asbestos fibers can lead to asbestosis and certain forms of cancer. Asbestosis is one of the many dust-related lung diseases. It is associated with chronic exposure to relatively high levels of asbestos and is characterized by the permanent deposition of asbestos fibers in the respiratory tract. The earliest and most prominent clinical finding, breathlessness upon exertion, rarely becomes apparent until at least a decade of exposure.

In addition to asbestosis, the association of asbestos and lung cancer has been well established over the past two decades. Scientists have studied insulation and shipyard workers who were exposed to HIGH AIRBORNE LEVELS of asbestos. These studies indicated that asbestos workers were about five times as likely to get lung cancer as non-asbestos workers who did not smoke. Asbestos workers who also smoke were found to be at much greater risk (about 50 times) of dying of lung cancer than non-smoking non-asbestos workers. Mesothelioma, a rare form of cancer of the chest or abdominal cavity, occurs among occupational groups exposed to certain types of asbestos.

**ASBESTOS SAMPLING RESULTS**

A variety of exposure standards and health action levels have been established for various purposes:

The Occupational Safety and Health Administration (OSHA) asbestos standards (Title 29 of the Code of Federal Regulations), which apply to employees who actually work with asbestos, mandate a permissible exposure limit (PEL) of 0.1 fibers per cubic centimeter of air (f/cc) determined as an 8 hour time weighted average (TWA) and an excursion limit of 1 f/cc as a 30 minute TWA. When employees are exposed at these levels, OSHA and Cal/OSHA (Title 8 of the California Code of Regulations) require medical monitoring and other control methods.

The Environmental Protection Agency (EPA) has recommended a "clearance level" for asbestos of 0.01 f/cc, as measured by phase contrast microscopy (PCM). If measured by the transmission electron microscopy (TEM) method described in 40 CFR Part 763, the Asbestos Hazard Emergency Response Act (AHERA), the clearance level is either 0.02 structure/cc or 70 structures per square millimeter of filter (s/mm<sup>2</sup>). This means that once an operation involving asbestos (such as removal) is complete, the area is "safe" for re-occupancy as long as the asbestos air concentrations are less than or equal to the "clearance level". These same levels have also been adopted in the California Education Code (Section 494200.7) as the school abatement clearance level.

The state of California has an additional requirement relating to disclosure of the presence of asbestos. Proposition 65, which as voted into law by the state citizens, basically requires posting of area where anyone is exposed to a carcinogen at a level where there is a significant risk of cancer. The California Health and Welfare Agency has established this level at 100 fibers of asbestos per day.

### **GENERAL PROCEDURES AND HANDLING RESTRICTIONS**

As you can see, the concern is with asbestos fibers in the air. When asbestos materials are in good condition, it is unlikely that fibers will be released into the air, unless the asbestos materials are damaged or disturbed. Asbestos-containing materials must not be disturbed so that fibers do not get into the air. Do not cut into, drill into, nail, or pin anything onto, sand, move bump, rub against or otherwise disturb any asbestos containing materials. If you should discover any damaged asbestos-containing material, do not touch it; do not attempt to clean it up. Contact your supervisor or property manager immediately and report the situation.

City employees required to enter areas and perform work activities that might involve the disturbance of asbestos materials have been trained in the proper procedures to minimize exposure. Work that requires major disturbances of asbestos materials (such as removal) is performed under specifications which include work practice procedures, removal techniques, clean up and clearance air sampling.

If any construction, maintenance, or remodeling is conducted in an area of the building where there is the potential for employees to come in contact with, or release or disturb asbestos containing building materials, it is required that the area be posted with a clear and conspicuous warning sign. The warning sign must read:

**"CAUTION. ASBESTOS  
CANCER AND LUNG DISEASE HAZARD  
DO NOT DISTURB WITHOUT PROPER TRAINING AND EQUIPMENT"**

Much of this information may be new to you. If you have questions about asbestos, you may call the Department of Public Health Bureau of Environmental Health Management at 252-3800.

This written announcement fulfills the asbestos notification requirement of Division 20, Chapter 10.4, Section 25915 of the California Health and Safety Code (Assembly Bill 3713).

### **SITE SPECIFIC INFORMATION**

At this time, the Port has not sampled for asbestos in your building. The following materials, if present in your building, are assumed to contain asbestos and should be treated as such:

Insulation on pipes and ducts; Fireproofing; Drywall and associated taping compound; Plaster; Texturing or acoustic materials on walls or ceilings; Stucco; ceiling tiles; floor tiles or sheet flooring; roofing; fire door core insulation; carpet, baseboard, flooring, and ceiling tile mastics; window glazing compound; ceramic tile grout and mastic. Asbestos may also be found in soil due to natural or man-made conditions.

These materials must not be drilled into, sanded, demolished or otherwise disturbed by unauthorized personnel. Prior to any renovation activities or other activities which may disturb asbestos, please contact your property manager.

The asbestos coordinator for this building is Tim Felton, who can be reached at 274-0582.

**SCHEDULE 2**

**SUBSTRUCTURE REPORT(S) FOR PARCEL C**

[Attachment on following page(s)]



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# SUBSTRUCTURE RAPID STRUCTURAL ASSESSMENT FORM (rev 07-2009)

**Facility Name:** Pier 9 Substructure

**FIN:** 1090-ALL-ALL

**Inspection Number:** 1090-ALL-ALL-2012

**Report Posting Date:** 05/18/2012

**Inspector's Name:** Sherban A. Duncan, P.E.

**Affiliation:** Port of San Francisco

**Inspection Date:** 05/10/2012

**Start Time:** 10:30 A.M.

**End Time:** 11:30 A.M.

**Purpose of Inspection-(periodic insp., maritime request, real estate request, tenant move-in, tenant move-out, etc.):** Periodic Inspection

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## **Rating Criteria:**

**Green** – Unrestricted use. May require some minor repair, or minimal barricading.

**Yellow** – Restricted use. May require further review, may require load limits, limiting access and barricading until repairs completed.

**Red** – Unsafe notice. Shall be barricaded to prevent public access and use.

**Overall Rating:**      Green **XX**              Yellow              Red

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**Immediate Actions:** N.A.

**Required Repairs:** N.A.

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## **Condition Assessment Summary:**

Condition	Yes	No	More Review Needed
1) Severe seawall failure		X	
2) Many missing piles		X	
3) Many significantly damaged piles		X	
4) Significant beam deterioration		X	
5) Significant slab deterioration		X	
6) Other hazard present		X	

## **Comments:**

The pier structure under the shed is generally in good condition.  
See RSAs for North Apron and South Apron for Apron Structural Assessments.

## **Attachments:**

**Appendix A-** Facility Data

**Appendix B-** Photographs

**Appendix C-** Structural Rating Map

**SUBSTRUCTURE RAPID STRUCTURAL ASSESSMENT FORM (rev 07-2009)**

**Appendix A – Facility Data**

**Name of Facility:** Pier 9 Substructure

**Facility Code:** 1090

**Address:**

**Lease Number(s):**

**Building Data**

Building Structure FIN: 1490-SHEDA-ALL

No. of stories: 1

Support over water: Yes

Support over land: No

Construction type (Wood, concrete, steel, masonry or combination): combination

Occupancy Type (Commercial, office, industrial, assembly, residential, emergency service etc.): industrial

**Detailed Building Description (If available):**

Roof wood sheathing, steel trusses on steel columns, precast concrete walls.

**Substructure/Foundation Data:**

Substructure FIN: 1090-ALL-ALL

Piling type: Concrete piling

Substructure Deck Type: Concrete slab on concrete beams

Apron Type: Wood deck

**Detailed Substructure Description (if available):**

**SUBSTRUCTURE RAPID STRUCTURAL ASSESSMENT FORM** (rev 07-2009)

**Appendix B – Photographs**

FIN: 1090-ALL-ALL

Inspection Date: 05/10/2012

Facility Name: Pier 9 Substructure

Inspection Number: 1090-ALL-ALL-2012



**Photo 1.** Exterior view from the North



**Photo 2.** Exterior view from the South



**SUBSTRUCTURE RAPID STRUCTURAL ASSESSMENT FORM (rev 07-2009)**

**Appendix B – Photographs**

FIN: 1090-ALL-ALL

Inspection Date: 05/10/2012

Facility Name: Pier 9 Substructure

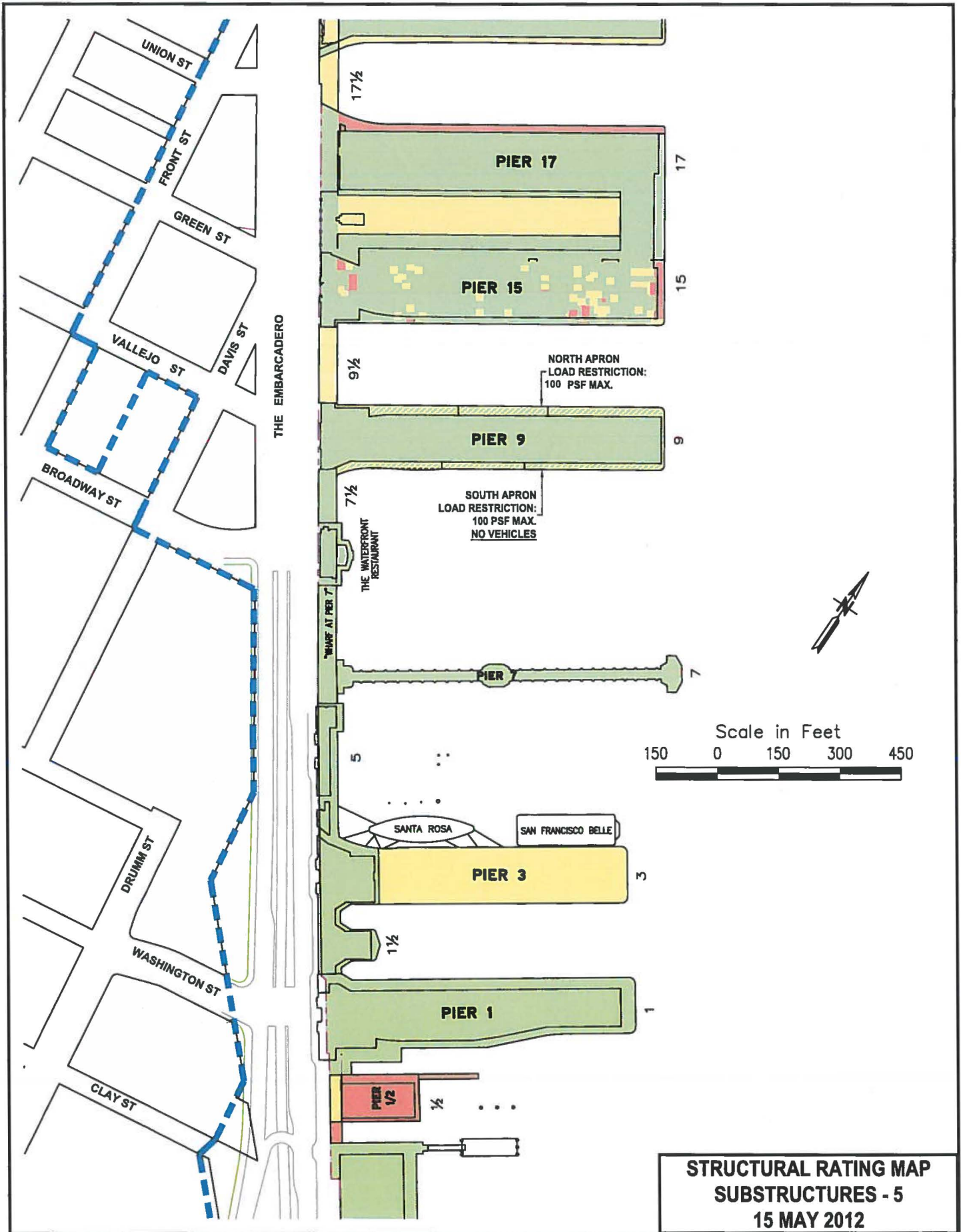
Inspection Number: 1090-ALL-ALL-2012



**Photo 3.** Typical section at batter piling along North Apron



**Photo 4.** Bulkhead area



## SCHEDULE 3 REVISED

### Fema Disclosure Notice

The Federal Emergency Management Agency ("FEMA") is revising Flood Insurance Rate Maps ("FIRMs") for San Francisco Bay Area communities. As part of this effort, FEMA plans to prepare a FIRM for the City and County of San Francisco for the first time. That process may have significant impacts for developing new structures and reconstructing or repairing existing structures on San Francisco's waterfront.

FIRMs identify areas that are subject to inundation during a flood having a 1% chance of occurrence in a given year (also known as a "base flood" or "100-year flood"). FEMA refers to an area that is at risk from a flood of this magnitude as a special flood hazard area ("SFHA").

On September 21, 2007, FEMA issued a preliminary FIRM of San Francisco tentatively identifying SFHAs along City's shoreline in and along the San Francisco Bay consisting of "A zones" (areas subject to inundation by tidal surge) and "V zones" (areas subject to the additional hazards that accompany wave action). These zones generally affect City property under the jurisdiction of the Port of San Francisco and other areas of the San Francisco waterfront, including parts of Mission Bay, Hunters Point Shipyard, Candlestick Point, Treasure and Yerba Buena Islands, and an area adjacent to Islais Creek.

FEMA prepares the FIRMs to support the National Flood Insurance Program ("NFIP"), a federal program that enables property owners, businesses, and residents in participating communities to purchase flood insurance backed by the federal government. The San Francisco Board of Supervisors has adopted a floodplain management ordinance governing new construction and substantial improvements in flood prone areas of San Francisco and authorizing the City's participation in NFIP (as amended, the "Floodplain Ordinance"). The Floodplain Ordinance imposes requirements on any new construction or substantial improvement of structures in city-designated flood zones that are intended to minimize or eliminate flood hazard risks. NFIP regulations allow a local jurisdiction to issue variances to its floodplain management ordinance under certain narrow circumstances, without jeopardizing the local jurisdiction's eligibility in the NFIP. However, the particular projects that are granted variances by the local jurisdiction may be deemed ineligible for federally-backed flood insurance by FEMA.

FEMA is performing detailed coastal engineering analyses and mapping of the San Francisco Bay shoreline in accordance with FEMA's February 2005 Pacific guidelines for new coastal studies. The San Francisco Bay Area Coastal Study includes both regional hydrodynamic and wave modeling of the San Francisco Bay, as well as detailed onshore coastal analysis used to estimate wave runup and overtopping, as well as overland wave propagation. These onshore analyses will form the basis for potential revisions to the Base Flood Elevations (BFEs) and Special Flood Hazard Areas (SFHAs) within the coastal areas. The new coastal study will revise and update the flood and wave data based on current conditions within the coastal Flood Insurance Study reports and Flood Insurance Rate Maps for each of the nine counties. For San Francisco, the preliminary FIRMs will replace the preliminary FIRMs issued in 2007. FEMA expects to issue preliminary FIRMs for San Francisco in early 2014, with an intended effective date in mid-2015.

The federal legislation and regulations implementing the NFIP are located at 42 U.S.C. §§ 4001 et seq.; 44 C.F.R. Parts 59-78, §§ 59.1-78.14. FEMA also publishes "Answers to Questions About the NFIP" and FEMA Publication 186 entitled "Mandatory Purchase of Flood Insurance Guidelines." Additional information on this matter can be found on the City's and FEMA's websites at the following links:  
<http://www.fema.gov/plan/prevent/fhm/index.shtm>; [http://www.r9map.org/Docs/Oct13-SanFranCo-FEMA\\_Factsheet\\_rev%20\(2\).pdf](http://www.r9map.org/Docs/Oct13-SanFranCo-FEMA_Factsheet_rev%20(2).pdf); <http://www.fema.gov/business/nfip/index.shtm>; and <http://www.sfgov.org>.



**SCHEDULE 4 REVISED**  
**HAZARDOUS MATERIALS DISCLOSURE**



**Environmental Reports and Documents Regarding Hazardous Materials**

**Autodesk, LLC**

**November 2013**

**Pier 9**

Final Hazardous Material Inspection Report; Autodesk Tenant Space; Pier 9, Van Brunt Associates, January 2, 2013.

Hazardous Materials Inspection Report; Parcel A, Suite 116; Parcel B, Bays 1 through 3; Pier 9, Van Brunt Associates, September 5, 2012.

Infrared thermal imaging report; Pier 9 Bldg 116, Environmental Services, 2/24/2010.

Mold Inspection Report; Limited Microbial Investigation; Pier 9 Bldg 116, Environmental Services, February 26, 2010.

Preliminary Mold Inspection Report; Pier 9; Building 116, ProTech Consulting and Engineering, April 2010.

Tenant Improvement/Renovation Asbestos and Lead Inspection Pier 9, Van Brunt Associates, February 13, 2001.