

File No. 251155

Committee Item No. 8
Board Item No. 22

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date December 3, 2025
Board of Supervisors Meeting Date December 9, 2025

Cmte Board

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Resolution
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contract/Agreement
<ul style="list-style-type: none">• Draft Ground Lease• Draft Loan and Grant Agreement• Draft Promissory Note• Draft Declaration of Restrictions• Draft Deed of Trust		
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Form 126 – Ethics Commission (2)
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
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OTHER (Use back side if additional space is needed)

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>PLN Approval Letter 4/22/2025</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>PLN Approval Letter – Reissued 6/12/2025</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>HSH Presentation 12/3/2025</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Presidential Memo - Temporary Memberships – 12/2/2025</u>
<input type="checkbox"/>	<input type="checkbox"/>	

Completed by: Brent Jalipa Date November 20, 2025
Completed by: Brent Jalipa Date December 4, 2025

1 [Ground Lease and Loan and Grant Agreement - 835 Turk LLC - 835 Turk Street - 100%
2 Permanent Supportive Housing - \$1 Total Ground Lease Rent - Loan Not to Exceed
2 \$12,922,000 - Grant Not to Exceed \$13,729,907]

3

4 **Resolution 1) approving and authorizing the Director of Property and the Department of**
5 **Homelessness and Supportive Housing ("HSH") to enter into a Ground Lease for real**
6 **property owned by the City located at 835 Turk Street ("Property") with 835 Turk LLC**
7 **for a lease term of 55 years and total rent not to exceed \$1 ("Ground Lease") in order to**
8 **rehabilitate and operate a 100% permanent supportive housing, 106-unit multifamily**
9 **rental housing development affordable to very low-income households, plus one**
10 **manager's unit on the Property (the "Project"); 2) approving and authorizing the Mayor**
11 **and the Director of the Mayor's Office of Housing and Community Development**
12 **("MOHCD") to enter into a Loan and Grant Agreement with 835 Turk LLC to finance the**
13 **development and rehabilitation of the Project with a) a loan in an amount not to exceed**
14 **\$12,922,000 for a minimum loan term of 55 years and b) a grant in an amount not to**
15 **exceed \$13,729,907 from California Department of Housing and Community**
16 **Development Homekey+ funds; 3) adopting findings declaring that the Property is**
17 **"exempt surplus land" pursuant to the California Surplus Lands Act; 4) determining**
18 **that the less than market rent payable under the Ground Lease will serve a public**
19 **purpose by providing affordable housing for low-income households in need, in**
20 **accordance with Section 23.30 of the Administrative Code; 5) adopting findings that the**
21 **Project and proposed transactions are consistent with the General Plan, and the eight**
22 **priority policies of Planning Code, Section 101.1(b); and 6) authorizing the Director of**
23 **Property, the Director of MOHCD, and/or the Executive Director of HSH, or their**
24 **designees, to execute and make certain modifications to such agreements, as defined**
25 **herein, and take certain actions in furtherance of this Resolution, as defined herein.**

1 WHEREAS, The Department of Homelessness and Supportive Housing's ("HSH")
2 mission is to prevent homelessness when possible and to make homelessness a rare, brief
3 and one-time experience in San Francisco through the provision of coordinated,
4 compassionate, and high-quality services; and

5 WHEREAS, With the adoption of Resolution No. 319-18 in October 2018, the Board of
6 Supervisors declared a shelter crisis and affirmed San Francisco's commitment to combatting
7 homelessness and creating or augmenting a continuum of shelter and service options for
8 those experiencing homelessness; and

9 WHEREAS, Proposition C 2018 Gross Receipts Tax for Homelessness Services (Prop
10 C), passed by San Francisco voters in November 2018, created the Homelessness Gross
11 Receipts Tax to fund the Our City, Our Home ("OCOH") Fund, in order to expand and be
12 complementary to existing funding and strategic efforts to prevent and end homelessness for
13 San Francisco residents; and

14 WHEREAS, With the adoption of Resolution No. 220-25 in May 2025, the Board of
15 Supervisors approved HSH to jointly apply with 835 Turk LLC to the California Department of
16 Housing and Community Development ("HCD") for the Homekey+ grant funds for the property
17 located at 835 Turk Street; and

18 WHEREAS, On November 4, 2025, the Mayor's Office introduced a Resolution that
19 would authorize HSH to enter into a Standard Agreement with HCD and retroactively accept
20 and expend Homekey+ grant funds for the Project, on file with the Clerk in File No. 251109;
21 and

22 WHEREAS, On March 16, 2022, and pursuant to Resolution 036-22, the City acquired
23 certain real property located at 835 Turk Street in San Francisco, California known as
24 Assessor's Parcel Block No. 0761, Lot No. 016A (the "Property"), which includes the real
25 property and after rehabilitation, will include a 106-unit multifamily rental housing development

1 (plus one manager's unit) including a central lobby and a dining room, as well as certain
2 improvements, appurtenances, personal property, and intangible property (the "Project"), for
3 the purpose of operating permanent supportive housing ("PSH") under the jurisdiction of HSH;
4 and

5 WHEREAS, HSH and MOHCD are partnering on the delivery of the Project as a long-
6 term permanent supportive housing development that was originally acquired and operated as
7 PSH under the jurisdiction of HSH; and

8 WHEREAS, In March 2022, HSH selected Five Keys Schools and Programs, a
9 California nonprofit public benefit corporation ("Five Keys"), through a Solicitation of Interest, a
10 copy of which is on file with the Clerk of the Board of Supervisors ("Clerk") in File No. 221158,
11 to operate the Project as PSH; and

12 WHEREAS, Five Keys has extensive experience operating homeless services in San
13 Francisco, and has been operating the Project as PSH since March 2023; and

14 WHEREAS, Pursuant to Ordinance No. 003-23, the Director of Property and HSH
15 entered into a short-term lease and property management agreement with Five Keys for an
16 initial five-year term for the purpose of leasing, operating, and maintaining the Project as PSH;
17 and

18 WHEREAS, Five Keys has formed 835 Turk LLC, a California limited liability company
19 ("835 Turk LLC"); and

20 WHEREAS, HSH desires to terminate the existing short-term lease and property
21 management agreement and enter into a Ground Lease ("Ground Lease") with 835 Turk LLC
22 in order to rehabilitate and operate the Project as 100% PSH (plus one manager's unit) for a
23 55-year term and a total rent not to exceed \$1; a copy of the substantially final Ground Lease
24 is on file with the Clerk in File No. 251155, and is incorporated herein by reference; and

25

1 WHEREAS, The Ground Lease requires 835 Turk LLC to be responsible for the
2 ongoing management, maintenance, rehabilitation, and operation of the Project as PSH in
3 accordance with HSH policies and in accordance with all applicable laws; and

4 WHEREAS, The proposed rent of the Ground Lease is less than Market Rent (as
5 defined in Administrative Code, Section 23.2), but the lower rent will serve a public purpose by
6 providing PSH for formerly homeless and low-income households; and

7 WHEREAS, The City, acting through the Mayor's Office of Housing and Community
8 Development ("MOHCD"), administers a variety of housing programs that provide financing for
9 the development of new affordable housing and the rehabilitation of single- and multi-family
10 housing for low- and moderate-income households and resources for homeowners in San
11 Francisco; and

12 WHEREAS, MOHCD provides loans to affordable housing developers and operators;
13 administers loan agreements; reviews annual audits and monitoring reports; monitors
14 compliance with affordable housing requirements in accordance with capital funding
15 regulatory agreements; and if necessary, takes appropriate action to enforce compliance; and

16 WHEREAS, On November 7, 2025, the Citywide Affordable Housing Loan Committee,
17 consisting of MOHCD, HSH, the Office of Community Investment and Infrastructure, and the
18 Controller's Office of Public Finance recommended approval to the Mayor of 1) a loan to 835
19 Turk LLC for the Project in a total amount not to exceed \$12,922,000 in local funds and 2) a
20 grant to 835 Turk LLC for the Project in a total amount not to exceed \$13,729,907 in
21 Homekey+ funds from HCD, and a copy of the substantially final form of Loan and Grant
22 Agreement and related documents are on file with the Clerk in File No. 251155, and is
23 incorporated herein by reference; and

24 WHEREAS, The material terms pursuant to the Loan and Grant Agreement include the
25 following: (i) a term of 55 years; (ii) an interest rate of 0%; (iii) annual repayment of the loan by

1 835 Turk LLC through residual receipts from the Project; (iv) the Project will be restricted for
2 life of the Project as 100% PSH for very low-income households with annual maximum rent
3 and income established by MOHCD and HCD and targeted to serve homeless households or
4 those at risk of homelessness and households who qualify pursuant to the HCD Homekey+
5 program; and (v) the loan and the grant will be secured by a deed of trust recorded against
6 835 Turk LLC's leasehold interest in the Property; and

7 WHEREAS, The Planning Department, by letter dated April 22, 2025, and reissued
8 June 12, 2025 ("Planning Letter"), has determined that the rehabilitation of the Project is
9 eligible for ministerial project approval, and is consistent, on balance, with the General Plan,
10 and the eight priority policies of Planning Code, Section 101.1 ("General Plan Findings"), a
11 copy of which is on file with the Clerk in File No. 251155; now, therefore, be it

12 RESOLVED, That the Board of Supervisors affirms the Planning Department's General
13 Plan Findings, for the same reasons as set forth in the Planning Letter, and hereby
14 incorporates such findings by reference as though fully set forth in this Resolution; and, be it

15 FURTHER RESOLVED, That the Board of Supervisors hereby finds, in consideration
16 of the foregoing, that the Property is "exempt surplus land," as defined in California
17 Government Code, Section 54221(f)(1), because the Project will restrict 100% of the
18 residential units to low-income persons and families, pursuant to California Government Code,
19 Section 54221(f)(1)(F)(i); and, be it

20 FURTHER RESOLVED, That in accordance with the recommendation of the Executive
21 Director of HSH and the Director of Property, or their designees, the Board of Supervisors
22 approves the Ground Lease in substantially the form presented to the Board, and authorizes
23 the Director of Property (or the Director's designee, as used throughout) and Executive
24 Director of HSH (or the Director's designee, as used throughout), to execute and deliver the
25 Ground Lease, in substantially the form presented to the Board, and any such other

1 documents or agreements that are necessary or advisable, in consultation with the City
2 Attorney, to complete the transaction contemplated by the Ground Lease and to effectuate the
3 purpose and intent of this Resolution, and determines that the less than Market Rent payable
4 under the Ground Lease will serve a public purpose by providing PSH for formerly homeless
5 and low-income households; and, be it

6 FURTHER RESOLVED, That the Board of Supervisors hereby approves the Loan and
7 Grant Agreement and the transaction contemplated thereby in substantially the form
8 presented to the Board, and upon issuance of the 2020 Health & Recovery General Obligation
9 Bonds that will source the loan, authorizes the Mayor and the Director of MOHCD, to execute
10 and deliver the Loan and Grant Agreement and any such other documents that are necessary
11 or advisable to complete the transaction contemplated by the Loan and Grant Agreement and
12 to effectuate the purpose and intent of this Resolution; and, be it

13 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of
14 Property, Director of MOHCD, and/or Executive Director of HSH, in consultation with the City
15 Attorney, to enter into any additions, amendments, or other modifications to the Ground
16 Lease, Loan and Grant Agreement, and any other documents or instruments necessary in
17 connection therewith (including, without limitation, preparation and attachment, or changes to,
18 any of all of the exhibits and ancillary agreements, and notices of special restrictions required
19 for rehabilitation of the Project), that the Director of Property, Director of MOHCD, and/or
20 Executive Director of HSH determine are in the best interests of the City, do not materially
21 decrease the benefits to the City with respect to the Property, do not materially increase the
22 obligations or liabilities of the City, and are necessary or advisable to complete the transaction
23 contemplated in the Ground Lease and Loan and Grant Agreement, and that effectuate the
24 purpose and intent of this Resolution, such determination to be conclusively evidenced by the
25

1 execution and delivery by the Director of Property, Director of MOHCD, and/or the Executive
2 Director of HSH of any such additions, amendments, or other modifications; and, be it

3 FURTHER RESOLVED, That the Board of Supervisors hereby authorizes and
4 delegates to the Director of MOHCD and/or the Director of Property, the authority to
5 undertake any actions necessary to protect the City's financial security in the Property and
6 enforce the affordable housing restrictions, which may include, without limitation, acquisition
7 of the Property upon foreclosure and sale at a trustee sale, acceptance of a deed in lieu of
8 foreclosure, or curing the default under a senior loan; and, be it

9 FURTHER RESOLVED, That all actions authorized and directed by this Resolution and
10 heretofore taken are hereby ratified, approved and confirmed by this Board of Supervisors;
11 and, be it

12 FURTHER RESOLVED, That within thirty (30) days of the Ground Lease and Loan and
13 Grant Agreement being fully executed by all parties, HSH shall provide the final agreements
14 to the Clerk of the Board for inclusion into the official file.

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2 RECOMMENDED:
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5 /s/
6 Gigi Whitley
7 Department of Homelessness and Supportive Housing
Chief of Finance and Administration

8
9 /s/
10 Daniel Adams
11 Mayor's Office of Housing and Community Development
Director

12
13 /s/
14 Sarah R. Oerth
15 Real Estate Division
Director of Property

Items 7 & 8 Files 25-1109 & 25-1155	Department: Homelessness and Supportive Housing Mayor's Office of Housing and Community Development
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EXECUTIVE SUMMARY**Legislative Objectives**

- **File 25-1109** is a proposed resolution that would: (a) authorize HSH to execute a Standard Agreement with the California Department of Housing and Community Development (HCD), 835 Turk LLC, and Five Keys Schools & Programs (Five Keys) for a total amount not to exceed \$17,291,506 of Project Homekey+ revenue grant funds, including up to \$13,729,907 as a grant to the City for the rehabilitation of 835 Turk Street and associated tenant relocation costs and up to \$3,561,599 as a grant to 835 Turk LLC for operating costs; (b) retroactively accept and expend the funds for the City portion of the Homekey+ grant; and (c) authorize HSH to commit approximately \$16,270,093 in required matching funds for the rehabilitation of the property and a minimum of five years of operating subsidies.
- **File 25-1155** is a proposed resolution that would approve a ground lease with 835 Turk LLC for city-owned property located at 835 Turk Street for a 55-year term and total rent not to exceed \$1 to rehabilitate and operate permanent supportive housing and approve a loan and grant agreement with 835 Turk LLC to finance the rehabilitation of the project with a loan amount not to exceed \$12,922,000 and a minimum loan term of 55 years and a grant amount not to exceed \$13,729,907 from Homekey+ grant funds.

Key Points

- In March 2022, the City acquired 835 Turk Street for use as permanent supportive housing. Five Keys leases, operates, and maintains the property under an existing agreement, which HSH plans to terminate. Under the Local Operating Subsidy Program (LOSP), the City has committed up to 15 years of operating subsidies, subject to budget appropriations.
- The renovation scope of work includes seismic upgrades, new ground floor offices, conversion of 12 existing units to six accessible units, window replacements, and life safety upgrades.

Fiscal Impact

- The total cost to acquire and rehabilitate the property is approximately \$56.1 million. The proposed Homekey+ grant will fund \$13.7 million, and the City will fund a total of \$42.4 million (\$400,012 per residential unit). New City funding provided under the proposed loan of \$12.9 million is from \$3,293,000 in Homelessness Gross Receipts Tax revenues and \$9,629,000 in 2020 Health and Recovery General Obligation Bond funds.
- The City's annual costs to support the project in Year 1 total approximately \$1.8 million, or \$17,242 per unit, including LOSP subsidy payments, support services costs, and DPH costs for behavioral health support to the project. The Homekey+ operating grant to Five Keys will provide an additional \$712,320, on average, annually to support operations for five years.

Recommendation

- Approve the proposed resolutions.

MANDATE STATEMENT

City Administrative Code Section 10.170-1 states that accepting federal, state, or third-party grant funds in the amount of \$100,000 or more, including any City matching funds required by the grant, is subject to Board of Supervisors approval.

City Charter Section 9.118(a) states that contracts entered into by a department, board, or commission that (i) have anticipated revenues of \$1 million or more, or (ii) have anticipated revenues of \$1 million or more and require modifications, are subject to Board of Supervisors approval.

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND

In 2021, the Department of Homelessness and Supportive Housing (HSH) issued a Request for Information (RFI) and identified a property at 835 Turk Street for use as permanent supportive housing. In March 2022, the City acquired the property. The six-story building consisted of 114 single room occupancy units. The property is located in the Filmore District on Turk Street between Gough Street and Franklin Street. Five Keys Schools & Programs (Five Keys) leases, operates, and maintains the property as permanent supportive housing and provides supportive services under an existing lease and property management agreement and a grant agreement.

Prior Board of Supervisors' approvals related to 835 Turk Street include:

- In February 2022, the Board of Supervisors approved HSH's purchase of 835 Turk Street at a total acquisition cost of \$25.7 million and application for a Homekey Grant to purchase the property (File 22-0015).¹
- In January 2023, the Board of Supervisors approved a lease and property management agreement between HSH and Five Keys for a term of five years with one five-year option to extend with total costs not to exceed approximately \$16.7 million (File 22-1158).
- In May 2025, the Board of Supervisors authorized HSH to jointly apply with 835 Turk LLC for Homekey Grant fund in an amount not to exceed \$18 million or the maximum amount allowed under the Notice of Funding Availability (NOFA), whichever is greater (File 25-0396).

¹ Homekey is a state grant program that provides funding for housing for people who are homeless or at risk of homelessness. The program funds the development of hotels, motels, multifamily apartments, and other properties into permanent or interim housing.

Homekey Grant Award

In October, the Department of Housing and Community Development (HCD) approved a Homekey+ grant in the amount of \$17,291,506 for the rehabilitation of the property, tenant relocation, and operating costs for 835 Turk Street. The Homekey+ award differs from prior Homekey funding awarded to the City because it focuses on permanent housing for residents with behavioral health needs, including serious mental illness or substance use disorder. The Department of Public Health's (DPH) Permanent Housing Advance Clinical Services team is providing behavioral health support services to residents.

HCD will provide a grant directly to 835 Turk LLC for the operating award of approximately \$3.6 million and will provide the remaining amount of approximately \$13.7 million as a grant to the City to be used to rehabilitate the property.

DETAILS OF PROPOSED LEGISLATION

File 25-1109 is a proposed resolution that would:

1. Authorize HSH to execute a **Standard Agreement** with HCD, 835 Turk LLC, and Five Keys for a total amount not to exceed \$17,291,506 of Project Homekey+ revenue grant funds, including up to \$13,729,907 as a grant to the City for the rehabilitation of permanent supportive housing and associated tenant relocation costs for 835 Turk Street and up to \$3,561,599 as a grant to 835 Turk LLC for operating costs.
2. Retroactively accept and expend the funds for the City portion of the Homekey+ grant in an amount up to \$13,729,907 for costs incurred from March 5, 2024 through approximately March 14, 2027.
3. Authorize HSH to commit approximately \$16,270,093 in required matching funds for the rehabilitation of the property and a minimum of five years of operating subsidies. Under the Local Operating Subsidy Program (LOSP), the City has already committed up to 15 years of operating subsidies, subject to budget appropriations.
4. Authorize the City to assume joint and several liability for the expenditure of the Homekey grant under the Standard Agreement.
5. Adopt the Planning Department's findings of consistency with the General Plan and policy priorities of the Planning Code.
6. Authorize HSH to amend the Standard Agreement and Homekey documents provided the changes do not increase the liabilities of or decrease the benefits to the City

File 25-1155 is a proposed resolution that would:

1. Approve a **Ground Lease** with 835 Turk LLC for city-owned property located at 835 Turk Street for a 55-year term and total rent not to exceed \$1 to rehabilitate and operate permanent supportive housing.

2. Approve a **Loan and Grant Agreement** with 835 Turk LLC to finance the rehabilitation of the project with a loan amount not to exceed \$12,922,000 and a minimum loan term of 55 years and a grant amount not to exceed \$13,729,907 from Homekey+ grant funds.
3. Adopt findings that the property is “exempt surplus land” under the California Surplus Lands Act.
4. Determine that the below market rent under the Ground Lease serves a public purpose under Administrative Code Section 23.30 by providing affordable housing.
5. Adopt findings that the project and proposed transactions are consistent with the General Plan and policy priorities of the Planning Code.
6. Authorize HSH, MOHCD, and the Director of Property to amend the agreements.

Homekey Agreement

The proposed Standard Agreement for Homekey+ funds requires that the funding be used for permanent supportive housing or interim housing costs and that rents are no more than 30 percent of HCD median income. The agreement has a fifteen-year term but requires that the property remain income restricted housing for at least 55 years. According to HSH staff, the grant's expenditure deadlines will be specified in the final version of the Standard Agreement and are anticipated to be March 14, 2027 for the capital award and March 14, 2037 for the operating award. The City is required to provide matching funds of \$16,270,093 for capital and five years of operating subsidies. Under the Local Operating Subsidy Program, the City has already committed up to 15 years of operating subsidies, subject to budget appropriations.

Building Improvements

The building was constructed in 1929, and the rehabilitation budget is currently estimated at \$30.4 million. The scope of work includes seismic upgrades, new ground floor offices, conversion of 12 existing units to six accessible units, window replacements, life safety upgrades, and other improvements. Construction is expected to begin in January 2026. When the Board approved the lease and property management agreement for this site in December 2022, HSH expected the renovation program to begin in Summer 2024. The project timeline has been extended while HSH pursued unanticipated Homekey+ funding for the project in order to offset the City's contribution.

Tenant Relocation

According to the May 2025 MOHCD evaluation memo of the proposed loan, prior to construction start, 82 tenants will need to be permanently relocated to other permanent supportive housing units within HSH's portfolio. HSH anticipates these tenants will be relocated to comparable single-room occupancy units at the Granada (1000 Sutter Street). Fourteen tenants that were residing in the property when the City purchased it (legacy tenants) will receive financial relocation assistance and will have the right to return to the property after rehabilitation.

Ground Lease

HSH is proposing to terminate the existing lease and property management agreement and enter into a long-term ground lease to align with affordable housing ownership and operating structures used by MOHCD. Under Article 13 of the proposed ground lease, ownership of the building will be transferred to Five Keys for the term of the agreement. When the agreement expires, ownership of the building will be returned to the City. The City maintains ownership of the land and leases the land to Five Keys during the term of the agreement.

The property and any future maintenance or repair work performed by Five Keys will not be classified as public work or improvement. Therefore, contracts entered into by Five Keys to complete maintenance and repair work will not be subject to Administrative Code Chapter 6 requirements. The proposed ground lease requires Five Keys to comply with Administrative Code Chapter 23.6 requirements, including prevailing wage and apprenticeship and local hiring requirements.

Five Keys will be responsible for property management, including building maintenance. These costs will be funded by the project's operating budget and a LOSP contract. Five Keys will also continue to provide supportive services for 835 Turk under a separate grant agreement with HSH.

Loan and Grant Agreement

Under the proposed Loan and Grant Agreement, the City would provide a loan of \$12,922,000 and a grant of \$13,720,907 from Homekey+ Grant funds. Key terms of the loan and grant are summarized in Exhibit 1 below.

Exhibit 1: Loan and Grant Summary for 835 Turk

Terms	Existing
<u>Loan Terms</u>	
Loan Amount	\$12,922,000
Loan Term	55 years, ending in 2080
Loan Annual Interest Rate	0%
Loan Repayment	Annual Payments, equal to 50% of Residual Receipts per MOHCD's Residual Receipts policy
<u>Grant Terms</u>	
Grant Amount	\$13,729,907 (\$1,000,000 for relocation and \$12,729,907 for rehab)
Grant Term	55 years, ending in 2080
Grant Repayment	n/a
<u>Units and Affordability</u>	
Units	106 single-room occupancy
Maximum Income Level	30% of HCD median income

Source: Proposed Loan and Grant Agreement

Loan Documents

The proposed resolution also approves the following associated loan documents:

- The form of the Declaration of Restrictions, which requires the project sponsor to maintain the housing affordability levels defined in the loan agreement for the life of the project, even after the loan is paid in full or otherwise satisfied;
- The Secured Promissory Note for the loan; and
- The Deed of Trust, which secures the loan.

Sponsor Capacity for Project Development

While the existing program at 835 Turk Street is performing well according to FY 2023-24 monitoring results (summarized below), Five Keys does not have experience in building rehabilitation and asset management according to the MOHCD loan evaluation of the proposed loan. Due to limited development experience, Five Keys is contracting with Tenderloin Neighborhood Development Corporation (TNDC) to serve as a development consultant for the project. TNDC is responsible for development and construction of the project and project management until construction completion. TNDC will also oversee Transystems, the relocation consultant. Five Keys will manage the property after construction and is responsible for asset management during and after construction. Five Keys must submit an asset management plan to MOHCD in January 2026.

Program Performance and Fiscal Monitoring

HSH conducted FY 2023-24 program monitoring of Five Keys' property management and support services in October 2024. HSH staff report that HSH will conduct FY 2024-25 program monitoring 60 days after the program closes for rehabilitation of the site so that the monitoring may capture FY 2024-25 and subsequent months prior to closing.

According to FY 2023-24 program monitoring results, Five Keys met most of their objectives for both property management and support services, including:

- at least 90 percent of residents maintain housing for at least 12 months (or exit the program to other permanent housing or a more appropriate placement)
- at least 85 percent of lease violations were resolved without loss of housing to residents,
- at least 75 percent of residents complete an annual survey
- at least 80 percent of residents completing the survey indicate they are satisfied or very satisfied with property management services and support services.

Five Keys' occupancy rate of 94 percent was slightly below the goal of 97 percent. Five Keys did not meet the following two property management objectives:

- Collect at least 90 percent of residents' monthly rent
- Submit all required asset management and program reports to HSH and other funders.

Five Keys most recently underwent Fiscal and Compliance Monitoring in FY 2022-23, and there were no findings. Five Keys received a one-year waiver from fiscal and compliance monitoring in

FY 2023-24 due to good performance. Five Keys received another one-year waiver in FY 2024-25 due to good performance.

FISCAL IMPACT

The City will provide a loan amount not to exceed \$12,922,000 and a grant amount of \$13,729,907 from Homekey+ grant funds for the rehabilitation of the project. The City previously funded the acquisition and is also providing approximately \$3.8 million for predevelopment under the existing Lease and Property Management Agreement. The total cost to acquire and rehabilitate the property is approximately \$56.1 million. Exhibit 2 below shows the sources and uses for rehabilitation of the project.

Exhibit 2: Total Acquisition and Rehabilitation Budget for 835 Turk Street

Sources and Uses	Amount
<u>Sources</u>	
Proposition C Revenues	\$32,772,299
2020 Health & Recovery GO Bond	9,629,000
HCD Homekey+ Grant	13,729,907
Total Sources	\$56,131,206
<u>Uses</u>	
Acquisition	25,701,300
Hard Costs (incl. 28% in allowances and contingency)	20,275,720
Soft Costs (incl. 10% contingency)	8,187,121
Reserves	1,168,278
Developer Consultant Fees (to TNDC)	798,787
Total Uses	\$56,131,206

Source: MOHCD

Acquisition & Rehabilitation Funding Sources

Existing City funding of approximately \$29.5 million for the acquisition (\$25.7 million) and predevelopment (\$3.8 million) of the project is from Homelessness Gross Receipts Tax (Proposition C) revenues.

New City funding provided under the proposed loan of \$12.9 million is from:

- An additional \$3,293,000 in Homelessness Gross Receipts Tax revenues (for a total of approximately \$32.8 million including existing funding)
- \$9,629,000 in 2020 Health and Recovery General Obligation Bond funds.

The HCD Homekey+ grant is funded by State Proposition 1 general obligation bond funds for behavioral health infrastructure and services.

City Subsidy for Rehabilitation

The City's subsidy for the acquisition and rehabilitation of the project is \$42.4 million, or \$400,012 per residential unit, as shown in Exhibit 3 below.

Exhibit 3: City Subsidy per Unit

	Acquisition	Rehabilitation	Total
Total Development Cost	\$25,701,300	\$30,429,906	\$56,131,206
Total City Subsidy	25,701,300	16,699,999	42,401,299
Total Cost per Residential Unit	\$242,465	\$287,075	\$529,540
City Subsidy per Residential Unit	242,465	157,547	400,012

Source: MOHCD

According to the MOHCD evaluation memo, construction costs for the projects are comparable to similar projects. MOHCD does not have subsidy guidelines for large preservation projects. The City's subsidy for the acquisition and rehabilitation of the project (\$400,000 per unit) exceeds Small Sites Guidelines for single-room occupancy units with in-unit bathrooms (\$300,000 per unit) which apply to buildings with up to 40 units funded by the Small Sites Program. We also note that the total development cost of approximately \$530,000 per unit is less expensive than typical total development costs for new construction (approximately \$1.0 million per unit). However, the City's per unit subsidy is greater for the proposed project than what is typical for new construction because new construction projects can leverage non-City funding sources, such as tax credits.

Increase in Rehabilitation Budget

The current budget of \$30.4 million is \$21.3 million greater than the estimated budget of \$9.1 million at the time of acquisition and \$5.6 million greater than the estimated budget of \$24.8 million in our December 2022 report on the lease and property management agreement (File 22-1158). According to our report on the purchase of this property, a licensed consultant conducted a visual inspection of the building in June 2021 and November 2021 (File 22-0015). The inspection identified approximately \$9.1 million in immediate repair needs, including \$5.5 million in voluntary seismic upgrades. As noted in that report, this inspection did not assess the building systems, hazardous materials, or a geotechnical assessment, which would inform structural upgrades.

According to HSH, the budget has increased by \$5.6 million since December 2022 due to an expansion in the scope of work as a result of a better understanding of the building's condition. In particular, the updated budget provides for a major seismic retrofit, the installation of a new HVAC system, and the construction of a new office and tenant services suite. Although the rehab budget has increased, the City's contribution has decreased due to the Homekey+ grant award.

Operating Budget

HCD is providing a Homekey+ grant of \$3,561,599 to Five Keys to support operating costs for the first five years. As noted above, the City has already committed up to 15 years of operating subsidies, subject to budget appropriations. In addition, HSH is funding support services (through

a separate grant agreement with Five Keys), and DPH's Permanent Housing Advance Clinical Services team is providing behavioral health support services.

The City's annual costs to support the project in Year 1 (2027) total approximately \$1.8 million, or \$17,242 per unit: including

- \$920,928 in LOSP subsidy payments
- \$765,254 in support services based on Five Keys' FY 2025-26 grant budget plus a one percent cost of doing business increase, and
- \$149,074 in DPH costs to fund 0.75 full time equivalent positions to support the project.

The LOSP subsidy increases to approximately \$2.5 million in Year 6 when the Homekey+ operating subsidy expires. Five Keys' property management costs are funded by the project's operating budget rather than a separate grant agreement.

LOSP subsidies are funded by the General Fund. Support services are funded by Homelessness Gross Receipts Tax revenues. DPH costs are also funded by Homelessness Gross Receipts Tax revenues, as well as other DPH sources such as Enhanced Care Management, a MediCal billable service.

Project Budget

According to the 20-year cash flow analysis for the project, the project will have sufficient revenues to cover operating expenses and management fees. Project revenues consist of tenant rent and rental subsidies funded by the City's Local Operating Subsidy Program. A portion of net income after operating expenses (residual receipts) would be used to repay the MOHCD loan. However, the project is not expected to generate any residual receipts or make loan payments to MOHCD, as the LOSP payments are sized to fill the operating gap in the project budget.

Exceptions from MOHCD Guidelines

- The **construction management fee** of \$150,000 exceeds MOHCD underwriting guidelines due to the expertise of the owner's representative and the importance of the role given the limited experience of the owner.
- The **property management staffing** level is greater than normal due to 6.0 FTE ambassador staffing for 24-hour desk coverage based on Five Keys current staffing model.

RECOMMENDATION

Approve the proposed resolutions.

GROUND LEASE

This Ground Lease is dated as of [], 2025 (the “**Agreement Date**”), by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the “**City**” or “**Landlord**”), acting by and through its Real Estate Division and the Department of Homelessness and Supportive Housing (“**HSH**”), and 835 Turk LLC, a California limited liability company, as tenant (the “**Tenant**”).

RECITALS

A. The City is the fee owner of the land described in Attachment 1 and the existing improvements located thereon (“**Site**” or “**Land**”). The Land is held under HSH’s jurisdiction. The City and Five Keys Schools and Programs, a California nonprofit public benefit corporation (“**Five Keys**”), previously entered into that certain short-term Lease and Property Management Agreement dated as of March 1, 2023 (“**Existing Lease**”), a memorandum of which was recorded in the Official Records of the City and County of San Francisco as Instrument No. 2023020881 on March 22, 2023.

B. Five Keys was selected by HSH pursuant to Administrative Code Chapter 21B, which authorizes HSH to enter into contracts and leases for Projects Addressing Homelessness (as defined in Administrative Code Section 21B.2) without adhering to competitive bidding requirements under City law, to rehabilitate and operate the Property as permanent supportive housing. As the selected developer of the Property, Five Keys formed 835 Turk LLC, to develop and rehabilitate a permanent supportive housing project and lease the Site for the purpose of such permanent supportive housing.

C. On May 16, 2025, the Citywide Affordable Housing Loan Committee made a recommendation to approve the City’s financing of Tenant’s plan to rehabilitate the multifamily residential building on the Site consisting of 106 rental units of permanent supportive housing for formerly homeless households (collectively, the “**Project**”).

D. On May 16, 2025, the City and the Tenant entered into that certain Option to Lease Agreement under which City granted the Tenant an option to ground lease the Site (the “**Option**”) that expires on June 30, 2027, including applicable extensions.

E. The Tenant is now exercising its Option to enter into this Ground Lease, under which City agrees to lease the Land to the Tenant to rehabilitate the Project. The Tenant will rehabilitate the Project to serve the needs of formerly homeless households and will restrict rents

for all units in accordance with the terms described herein. This Ground Lease replaces the Existing Lease, which has been terminated as of or prior to the date hereof and the City has or will file a Termination of Memorandum of Lease.

F. On [] 2025, the City's Board of Supervisors and the Mayor approved Resolution No. [], authorizing the City to enter into a ground lease with the Tenant to rehabilitate the Project on the Land.

G. The City believes that the fulfillment of the terms and conditions of this Ground Lease are in the vital and best interests of the City and the health, safety, morals, and welfare of its residents, and in full accord with the public purposes and provisions of applicable Laws.

NOW THEREFORE, in consideration of the mutual obligations of the parties to this Ground Lease, the City hereby leases to the Tenant, and the Tenant hereby leases from the City, the Land for the Term (as defined in ARTICLE 2) to rehabilitate the Project, and subject to the terms, covenants, agreements, and conditions set forth below, each and all of which the City and the Tenant mutually agree.

ARTICLE 1 DEFINITIONS

Terms used herein have the meanings given them when first used or as set forth in this ARTICLE 1, unless the context clearly requires otherwise. Whenever an Attachment is referenced, it means an attachment to this Ground Lease unless otherwise specifically identified. Whenever a section, article, or paragraph is referenced, it is a reference to this Ground Lease unless otherwise specifically referenced.

“Agreement Date” means the date first set forth above.

“Annual Rent” has the meaning set forth in the Section 4.01(a).

“Area Median Income” (or “AMI”) means median income as published annually by MOHCD for the City and County of San Francisco, adjusted solely for household size, and derived in part from the income limits and area median income determined by the U.S. Department of Housing and Urban Development for the San Francisco area, but not adjusted for a high housing cost area.

“Change” has the meaning set forth in Section 12.02.

“City” means the City and County of San Francisco, a municipal corporation.

“Coordinated Entry System (CES)” means the system that is designed to assess, match and prioritize people experiencing homelessness to housing. The CES organizes the City's Homelessness Response System with a common, population-specific assessment, centralized data system, and prioritization method. Eligibility criteria for housing varies upon the subsidy funding source and may include meeting a definition of homelessness at the time of referral and placement, enrollment in specific benefits programs, income criteria and/or the ability to live independently within the structure of the housing program. Participants who meet eligibility criteria are prioritized based on various criteria, such as levels of vulnerability, length and history of homelessness, and severity of housing barriers.

“Effective Date” means the date the City records the Memorandum of Ground Lease against the Site, but in no event will the date be before the date of approval of the Ground Lease by the City’s Board of Supervisors and the Mayor.

“Ground Lease” means this Ground Lease, as amended from time to time in accordance with the terms herein.

“HCD” means the California Department of Housing and Community Development.

“Homekey+” means a funding program administered by HCD that includes funding for permanent supportive housing.

“Homekey+ Program Requirements” means the following, all as amended and in effect from time to time: (1) the Homekey+ Program Notice of Funding Availability; (2) Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code; (3) the application for Homekey+ Funds submitted by the City and Borrower; (4) the Project report prepared by HCD in reliance on the representations and descriptions included in the application for Homekey+ Funds submitted by the City and Borrower; (5) the award letter issued by HCD to the City and Borrower; (6) the Standard Agreement for Homekey+ Funds; and (7) all other applicable laws for the Homekey+ program.

“Homekey+ Target Population” means the following: individuals, or households with an individual, who are experiencing homelessness or who are At Risk of Homelessness as defined under part 578.3 of Title 24 of the Code of Federal Regulations and who have or are suspected of having a Behavioral Health Challenge (as defined in the California Welfare and Institutions Code (WIC) Section 5965.01, subdivision (b)). These individuals and households must include a person described in subdivision (c) or (d) of Section 14184.402, or a person with a substance use disorder, as described in Section 5891.5. However, enrollment in Medi-Cal or in any other health plan shall not be a condition for accessing housing or continuing to be housed.

“HSH” means the San Francisco Department of Homelessness and Supportive Housing.

“Improvements” means all physical improvements to be constructed and/or rehabilitated on the Site, including all structures, fixtures, and other improvements, including but not limited to the Project.

“Land” has the meaning set forth in Recital A.

“Landlord” means the City and County of San Francisco, a municipal corporation.

“Laws” means all applicable statutes, laws, ordinances, regulations, rules, orders, writs, judgments, injunctions, decrees, or awards of the United States or any state, county, municipality, or governmental agency.

“Lease Year” means each calendar year during the Term, beginning on January 1 and ending on December 31, provided that the first Lease Year will commence on the Effective Date and continue through December 31st of that same calendar year and the last Lease Year will end upon the expiration of the Term.

“Leasehold Estate” means the Tenant’s leasehold estate in the Land created by and pursuant to this Ground Lease.

“Leasehold Mortgage” means any mortgage, deed of trust, trust indenture, letter of credit, or other security instrument, and any assignment of the rents, issues, and profits, that constitutes a lien on the Leasehold Estate and is approved in writing by the City.

“Lender” means any entity holding a Leasehold Mortgage.

“Loan Documents” means those certain loan and grant agreements, notes, deeds of trust, declarations, and any other documents executed and delivered in connection with the rehabilitation and permanent financing of the Project.

“LOSP” means the local operating subsidy provided by the City to the Tenant for the operation of the Project, the amount of which is sufficient to permit Tenant to operate the Project with residential units for Qualified Households with income levels below those set forth in the MOHCD Declaration of Restrictions.

“LOSP Program” means the program administered by MOHCD that regulates the distribution of LOSP.

“MOHCD” means the Mayor’s Office of Housing and Community Development for the City.

“Permitted Use” has the meaning set forth in Section 9.01.

“Personal Property” means all fixtures, furniture, furnishings, equipment, machinery, supplies, software and other tangible personal property that is located in, on, or about the Premises and that can be removed from the Premises without substantial economic loss to the Premises or substantial damage to the Premises and that is incidental to the ownership, development, or operation of the Improvements or the Premises, belonging to the Tenant, any Residential Occupant, any Non-residential Occupant, or any subtenant or other occupant of the Premises and/or in which the Tenant, Residential Occupant, Non-residential Occupant, or any subtenant or other occupant has an ownership interest, together with all present and future attachments, replacements, substitutions, and additions thereto or therefor.

“Premises” means the Land and all Improvements.

“Project” is defined in Recital C.

“Project Expenses” means the following costs, which may be paid from Project Income in the following order of priority to the extent of available Project Income: (a) all charges incurred in the operation of the Project for utilities, real estate and/or possessory interest taxes, assessments, and liability, fire, and other hazard insurance premiums; (b) salaries, wages, and other compensation due and payable to the employees or agents of the Tenant who maintain, administer, operate, or provide services in connection with the Project, including all withholding taxes, insurance premiums, Social Security payments and other payroll taxes or payments required for such employees; (c) required payments of interest, principal, or annual servicing fees, if any, on any construction or permanent financing secured by the Project that has been approved by the City; (d) all other expenses actually incurred by the Tenant to cover routine operating and services provision costs of the Project, including maintenance and repair and the reasonable fee of any managing agent; (e) Base Rent payments; (f) deposits to reserves accounts required to be established under the Loan Documents; (g) the approved annual asset management

fees indicated in the Annual Operating Budget and approved by the City; (h) any extraordinary expenses as approved in advance by the City; and (i) Supportive Services.

“Project Income” means all income and receipts in any form received by the Tenant from the operation of the Premises, including, but not limited to, the following: (a) rents, fees, charges, and deposits (other than tenant’s refundable security deposits); (b) Section 8 or other rental subsidy payments received for the Project, supportive services funding (if applicable); (c) price index adjustments and any other rental adjustments to leases or rental agreements; (d) proceeds from vending and laundry room machines; (e) the proceeds of business interruption or similar insurance; (f) any accrued interest disbursed from any reserve account required under this Agreement for a purpose other than that for which the reserve account was established; (g) reimbursements and other charges paid to Tenant in connection with the Project; and (h) other consideration actually received from the operation of the Project, including non-residential uses of the Site. Project Income does not include interest accruing on any portion of the Funding Amount or tenant’s refundable security deposits. Project Income does not include interest accruing on any portion of the MOHCD loan, if applicable, or refundable security deposits from Residential Occupants

“Qualified Households” means households whose income does not exceed the maximum permissible annual income level at initial occupancy allowed under the MOHCD Declaration of Restrictions, including, but not limited to a member of the Homekey+ Target Population or eligible under the Homekey+ Program Requirements during the term of the Standard Agreement, subject to ARTICLE 9 below. For purposes of this Ground Lease, Qualified Households has the same meaning as “Qualified Tenants” in the MOHCD Declaration of Restrictions.

“Residential Occupant” means any residential household authorized by the Tenant to occupy a Residential Unit on the Premises, whether or not a Qualified Household.

“Residential Unit” has the meaning set forth in Section 9.01.

“Residual Receipts” means all Project Income in any given Lease Year remaining after payment of Project Expenses. The amount of Residual Receipts will be based on figures contained in audited financial statements.

“Standard Agreement” means the Homekey+ Standard Agreement between the City (through HSH), Tenant, Five Keys, and HCD.

“Subsequent Owner” means any successor to the Tenant’s interest in the Leasehold Estate and the Improvements who acquires that interest as a result of a foreclosure, deed in lieu of foreclosure, or transfer from a Lender, its affiliate, and any successors to any such person or entity.

“Tenant” means 835 Turk LLC, a California limited liability company, and its successors and assigns (or a Subsequent Owner, where appropriate).

“Term” has the meaning set forth in Section 2.01, or earlier terminated as provided in this Ground Lease.

“Very Low-Income Households” means: (a) for a term of fifty-five (55) years from the date on which a final Certificate of Occupancy is issued for the Project, a tenant household with combined initial income that does not exceed fifty percent (50%) of Area Median Income; and (b) for any period of the Term thereafter, a tenant household with combined initial income that does not exceed fifty percent (50% of area median income, as published by MOHCD).

ARTICLE 2 TERM

2.01 Term. The term of this Ground Lease will commence upon the Effective Date and will expire fifty-five (55) years from that date (“Term”).

2.02 Reserved.

2.03 Reserved.

2.04 Reserved.

2.05 Holding Over. Any holding over after the expiration or earlier termination of the Term without the City’s written consent will constitute a default by the Tenant and entitle the City to exercise any or all of its remedies as provided in this Ground Lease, even if the City elects to accept one or more payments of Annual Rent. Failure to surrender the Premises in the condition required by this Ground Lease will constitute holding over until the conditions of surrender are satisfied.

ARTICLE 3 FINANCIAL ASSURANCE

In accordance with the dates specified in the Schedule of Performance (Attachment 2), the Tenant will submit to the City for approval evidence satisfactory to the City that the Tenant has sufficient equity capital and commitments for rehabilitation and permanent financing, and/or such other evidence of capacity to proceed with the rehabilitation of the Project in accordance with this Ground Lease. City hereby acknowledges that as of the Agreement Date, the Tenant has satisfied this requirement.

ARTICLE 4 RENT

4.01 Annual Rent

4.01(a) Tenant will pay to the City One Dollar (\$1.00) (the “**Annual Rent**”). Annual Rent consists of Base Rent, as defined in Section 4.02 below, without offset of any kind (except as otherwise permitted by this Ground Lease) and without necessity of demand, notice, or invoice.

4.01(b) Reserved.

4.02 Base Rent

4.02(a) “**Base Rent**” means, in any given Lease Year, One Dollar. provided, however, that if the Tenant or any Subsequent Owner fails, after notice and opportunity to cure, to comply with the provisions of Section 9.01, then Base Rent will be increased to the full amount of Annual Rent. Base Rent will be due and payable in arrears on January 31st of each Lease Year; provided that the first Base Rent payment will not be due until January 31st of the calendar year following the First Lease Payment Year. Additionally, if a Subsequent Owner elects under Section

26.06(b) to operate the Project without being subject to Section 9.01, then Annual Rent will be adjusted as provided in Section 26.07.

4.02(b) If the Project does not have sufficient Project Income to pay Base Rent in any given Lease Year after the payment of (a) through (d) in the definition of Project Expenses, above, and the City has received written notice from Tenant regarding its inability to pay Base Rent from Project Income at least sixty (60) days before the Base Rent due date, along with supporting documentation for Tenant's position that it is unable to pay Base Rent from Project Income, then the unpaid amount will be deferred and all deferred amounts will accrue without interest until paid ("**Base Rent Accrual**"). The Base Rent Accrual will be due and payable each year from and to the extent Residual Receipts is available. Any Base Rent Accrual will be due and payable on the earlier of (i) sale of the Project and Leasehold Estate (but not a refinancing or foreclosure of the Project and Leasehold Estate); or (ii) termination of this Ground Lease (unless a new lease is entered into with a mortgagee under Section 26.09 below).

4.02(c) If Tenant has not provided City with the required written notice and documentation under Section 4.02(b) in connection with its claim that it cannot pay Base Rent due to insufficient Project Income, and/or the City has reasonably determined that Tenant's claim that it is unable to pay Base Rent is not supported by such documentation, the City will assess a late payment penalty of two percent (2%) for each month or any part thereof that any Base Rent payment is delinquent. This penalty will not apply to Base Rent Accrual that has been previously approved by the City under Section 4.02(b). The Tenant may request in writing that the City waive such penalties by describing the reasons for Tenant's failure to pay Base Rent and Tenant's proposed actions to ensure that Base Rent will be paid in the future. The City may, in its sole discretion, waive in writing all or a portion of such penalties if it finds that Tenant's failure to pay Base Rent was beyond Tenant's control and that Tenant is diligently pursuing reasonable solutions to such failure to pay.

4.03 Reserved.

4.04 Triple Net Lease. This Ground Lease is a triple net lease and the Tenant will be responsible to pay all costs, charges, taxes, impositions, and other obligations related to the Premises accruing after the Effective Date. If the City pays any such amounts, whether to cure a default or otherwise protect its interests hereunder, the City will be entitled to be reimbursed by Tenant the full amount of such payments as additional rent within thirty (30) days of written demand by the City. Failure to timely pay the additional rent will be a default by Tenant of this Ground Lease. No occurrence or situation arising during the Term, or any Law, whether foreseen or unforeseen, and however extraordinary, relieves Tenant from its liability to pay all of the sums required by any of the provisions of this Ground Lease, or otherwise relieves Tenant from any of its obligations under this Ground Lease, or gives Tenant any right to terminate this Ground Lease in whole or in part.

4.05 Reserved.

4.06 Tenant's Compliance with City Business and Tax and Regulations Code. Tenant acknowledges that under Section 6.10-2 of the San Francisco Business and Tax Regulations Code, the City Treasurer and Tax Collector may require the withholding of payments to any vendor that is delinquent in the payment of any amounts that the vendor is required to pay the City under the San Francisco Business and Tax Regulations Code. If, under that authority, any payment City is required to make to Tenant under this Ground Lease is withheld, then City will not be in breach or default under this Lease, and the Treasurer and Tax Collector will authorize release of any payments withheld under this paragraph to Tenant, without interest, late fees, penalties, or other charges, upon Tenant coming back into compliance with its San Francisco Business and Tax Regulations Code obligations.

ARTICLE 5 CITY COVENANTS

The City is duly created, validly existing, and in good standing under the Law, and has full right, power, and authority to enter into and perform its obligations under this Ground Lease. The City covenants and warrants that, during the Term, Tenant and its Residential Occupants will have, hold, and enjoy peaceful, quiet, and undisputed possession of the Land, leased without hindrance or molestation by or from anyone so long as the Tenant is not in default under this Ground Lease.

ARTICLE 6 TENANT COVENANTS

Tenant covenants and agrees for itself and its successors and assigns that:

6.01 Authority. Tenant is a duly formed limited liability company under California law and has the full rights, power, and authority to enter into and perform its obligations under this Ground Lease.

6.02 Use of Premises and Rents. During the Term of this Ground Lease, Tenant and its successors and assigns will comply with the following requirements:

6.02(a) Permitted Uses. Except as provided in Sections 26.06 and 26.07 of this Ground Lease, Tenant will devote the Premises to, exclusively and in accordance with, the uses authorized by this Ground Lease, as specified in ARTICLE 9 below, which are the only uses permitted by this Ground Lease. Tenant acknowledges that a prohibition on the change in use contained in Section 9.01 is expressly authorized by California Civil Code section 1997.230 and is fully enforceable.

6.02(b) Non-Discrimination. Tenant will not discriminate against or segregate any person or group of persons on account of race, color, creed, religion, ancestry, national origin, sex, gender identity, marital or domestic partner status, sexual orientation, or disability (including HIV or AIDS status) in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the Premises, or any part thereof, and Tenant or any person claiming under or through it will not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of Residential

Occupants, Non-residential Occupants, subtenants or vendees on the Premises, or any part thereof, except to the extent permitted by Law or required by funding source. Tenant will not discriminate against Residential Occupants with certificates or vouchers under the Section 8 program or any successor rent subsidy program.

6.02(c) Non-Discriminatory Advertising. All advertising (including signs) for sublease of the whole or any part of the Premises must include the legend “Equal Housing Opportunity” in type or lettering of easily legible size and design, or as required by applicable Law.

6.02(d) Access for Disabled Persons. Tenant will comply with all applicable Laws providing for access for persons with disabilities, including, but not limited to, the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973.

6.02(e) Coordinated Entry System. Tenant will accept referrals from HSH or its successor agency. All Residential Units will be filled with referrals of eligible individuals from HSH via the Coordinated Entry System (or ONE System). All referral protocols for Residential Units will be developed in collaboration with the local Continuum of Care and implemented consistent with the Homekey+ Program Requirements. Tenant will not lease a Residential Unit nor enter into a new residential lease or rental agreement with anyone who is not referred to Tenant by HSH or through the Coordinated Entry System, unless otherwise agreed to in writing by City.

6.02(f) Lead-Based Paint. Tenant will comply with the regulations set forth in 24 CFR Part 35 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in certain residential structures undergoing federally assisted construction and require the elimination of lead-based paint hazards.

6.02(g) Permitted Uses of Residual Receipts. All annual Project Income, before the calculation of Residual Receipts, will be used to pay Project Expenses. If the Tenant is in compliance with MOHCD’s Residual Receipts Policy, as amended from time to time, and all applicable requirements and agreements under this Ground Lease, Tenant will then use any Residual Receipts to make the following payments in the following order of priority:

- i. First to Base Rent Accrual payments, if any;
- ii. Second, to replenish the operating reserve account and replacement reserve account, if necessary, up to the amount required by Lenders;
- iii. Then, any remaining Residual Receipts may be used by Tenant for any purposes permitted under the MOHCD Loan and Grant Agreement, as it may be amended from time to time.

Notwithstanding the foregoing, Tenant and the City agree that the distribution of Residual Receipts may be modified based on the requirements of other Lenders.

6.03 City Deemed Beneficiary of Covenants. In amplification, and not in restriction, of the provisions of the preceding subsections, it is intended and agreed that the City will be deemed beneficiary of the agreements and covenants provided in this ARTICLE 6 for in its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Those agreements and covenants will run in favor of the City for the entire term of those agreements and covenants, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein, or in favor of, to which such agreements and covenants relate. The City will have the exclusive right, in the event of any breach of any such agreements or covenants, in each case, after notice and the expiration of cure periods, to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach of covenants, to which it or any other beneficiaries of such agreements or covenants may be entitled.

ARTICLE 7 ANNUAL INCOME COMPUTATION, AND CERTIFICATION

Upon written request by the City, Tenant will furnish to the City a list of the persons who are Residential Occupants, the specific unit that each person occupies, the household income of the Residential Occupants of each unit, the household size and the rent being charged to the Residential Occupants of each unit along with an income certification, in the form set forth in Attachment 5, for each Residential Occupant. In addition, each Residential Occupant must be required to provide any other information, documents, or certifications deemed necessary by the City to substantiate the Residential Occupant's income. If any state or federal agency requires an income certification for Residential Occupants containing the above-referenced information, the City will accept such certification in lieu of Attachment 5 as meeting the requirements of this Ground Lease. In addition to such initial and annual list and certification, Tenant will provide the same information and certification to the City regarding each Residential Occupant by no later than twenty (20) business days after such Residential Occupant commences occupancy.

ARTICLE 8 CONDITION OF SITE—“AS IS”

8.01 Tenant acknowledges and agrees that Tenant is familiar with the Land, the Land is being leased and accepted in its “as-is” condition, without any changes or alterations by the City, without representation or warranty of any kind, and subject to all applicable Laws governing their use, development, occupancy, and possession. Tenant further represents and warrants that Tenant has investigated and inspected, independently or through agents of Tenant's choosing, the condition of the Land and the suitability of the Land for Tenant's intended use. Tenant acknowledges and agrees that neither the City nor any of its agents have made, and the City hereby disclaims, any representations or warranties, express or implied, concerning the rentable area of the Land, the physical or environmental condition of the Land, or the present or future suitability of the Land for Tenant's use, or any other matter whatsoever relating to the Land, including, without limitation, any implied warranties of merchantability or fitness for a particular

purpose; it being expressly understood that the Land is being leased in an “AS IS” condition with respect to all matters.

8.02 Accessibility Disclosure. California Civil Code Section 1938 requires commercial landlords to disclose to tenants whether the property being leased has undergone inspection by a Certified Access Specialist (“CASp”) to determine whether the property meets all applicable construction-related accessibility requirements. The law does not require landlords to have the inspections performed. Tenant is advised that the Land has not been inspected by a CASp.

8.03 Presence of Hazardous Substances. California law requires landlords to disclose to tenants the presence of certain Hazardous Substances. Tenant is advised that the Land may contain Asbestos-Containing Materials, Lead-Containing Materials, Mercury-Containing Lamps and Polychlorinated Biphenyls, as further described in that Phase I Environmental Site Assessment prepared by SCA Environmental, Inc dated April 25, 2025.

ARTICLE 9 PERMITTED AND PROHIBITED USES

9.01 Permitted Uses and Occupancy Restrictions. The permitted uses of the Project (in each instance, a “**Permitted Use**” and collectively, “**Permitted Uses**”) are limited to the rehabilitation and operation of the multifamily residential building consisting of 106 rental units of permanent supportive housing for formerly homeless households (collectively, the “**Residential Units**”) and a common area. The City acknowledges that 93 units in the Project are currently occupied and not all existing tenants may qualify as Qualified Households (a “**Non-Qualified Household**”). Tenant may charge any Non-Qualified Household a market-rate rent in accordance with the terms of their existing lease, but will maintain rent levels to ensure any tenants as of the Agreement Date are not displaced. Tenant covenants that as a Non-Qualified Household vacates a Residential Unit, Tenant shall rent the vacated Residential Unit to a Qualified Household. Following a vacancy of a Non-Qualified Household after rehabilitation of the Project, one hundred percent (100%) of the Residential Units in the Project will be occupied by or available for rental by Residential Occupants certified as Qualified Households, as set forth in MOHCD’s Declaration of Restrictions and any amendments thereto mutually agreed upon by the parties. In addition, following a vacancy of a Non-Qualified Household in a Unit after rehabilitation of the Project, 1) all Residential Units must be made available to homeless households or those at risk of homelessness during the period in which the City’s Local Operating Subsidy program is in operation and the City provides such subsidy to the Project under the LOSP Agreement, and 2) during the term of the Standard Agreement and once all Non-Qualified Tenants have vacated their units, all Units will be targeted to Tenants who qualify under the Homekey+ Target Population.

9.02 Prohibited Uses. The following activities, by way of example only and without limitation, and any other use that is not a Permitted Use (in each instance, a “**Prohibited Use**” and collectively, “**Prohibited Uses**”), are inconsistent with this Ground Lease, are strictly prohibited and are considered Prohibited Uses:

9.02(a)any activity, or the maintaining of any object, that is not within the Permitted Use;

- 9.02(b)any activity, or the maintaining of any object, that will in any way increase the existing rate of, affect or cause a cancellation of, any fire or other insurance policy covering the Premises, any part thereof or any of its contents;
- 9.02(c)any activity or object that will overload or cause damage to the Premises;
- 9.02(d)any activity that constitutes waste or nuisance, including, but not limited to, the preparation, manufacture or mixing of anything that might emit any objectionable odors, noises, or lights onto adjacent properties, or the use of loudspeakers or sound or light apparatus that can be heard or seen outside the Premises;
- 9.02(e)any activity that will in any way injure, obstruct, or interfere with the rights of owners or occupants of adjacent properties, including, but not limited to, rights of ingress and egress;
- 9.02(f)any vehicle and equipment maintenance, including but not limited to, fueling, changing oil, transmission or other automotive fluids;
- 9.02(g)the storage of any and all excavated materials, including but not limited to, dirt, concrete, sand, asphalt, and pipes, except as necessary for construction of the Improvements;
- 9.02(h)the storage of any and all aggregate material, or bulk storage, such as wood or of other loose materials, except as necessary for construction of the Improvements; or
- 9.02(i)the washing of any vehicles or equipment; and
- 9.02(j)bars, retail liquor sales, marijuana sales, or any other uses the cater exclusively to adults.

ARTICLE 10 SUBDIVISION; CONSTRUCTION OF IMPROVEMENTS

10.01 Schedule of Performance. Tenant will undertake and complete all physical construction of the Improvements, as approved by the City, in accordance with the Schedule of Performance attached hereto as Attachment 2.

10.02 Reserved.

10.03 General Requirements and Rights of the City. All construction documents, including but not limited to preliminary and final plans and specifications for the rehabilitation of the Improvements by Tenant (collectively the “**Construction Documents**”) must be prepared by a person registered in and by the State of California to practice architecture and must be in conformity with this Ground Lease, including any limitations established in the City’s reasonable approval of the schematic drawings, if any, preliminary construction documents, and final construction documents for the Premises, and all applicable Laws. The architect will use, as necessary, members of associated design professions, including engineers and landscape

architects. Notwithstanding anything to the contrary contained in this ARTICLE 10, the City hereby acknowledges that for purposes of this Ground Lease, the Final Construction Documents for the Project have been approved as of the Agreement Date.

10.04 City Approvals and Limitation Thereof. The Construction Documents must be approved by the City in the manner set forth below:

10.04(a) Compliance with Ground Lease. The City's approval with respect to the Construction Documents is limited to determination of their compliance with this Ground Lease. The Construction Documents will be subject to general architectural review and guidance by the City as part of this review and approval process.

10.04(b) MOHCD Does Not Approve Compliance with Construction Requirements. The City's approval is not directed to engineering or structural matters or compliance with local building codes and regulations, the Americans with Disabilities Act, or any other applicable Law relating to construction standards or requirements. Tenant further understands and agrees that the City is entering into this Ground Lease in its capacity as a property owner with a proprietary interest in the Land and not as a regulatory agency with police powers. Nothing in this Ground Lease will limit in any way Tenant's obligation to obtain any required approvals from the City officials, departments, boards, or commissions having jurisdiction over the Premises. By entering into this Ground Lease, the City is in no way modifying or limiting Tenant's obligation to cause the Premises to be used and occupied in accordance with all applicable Laws.

10.05 Construction to be in Compliance with Construction Documents and Law.

10.05(a) Compliance with City Approved Documents. The rehabilitation of the Improvements must be in compliance with the City-approved Construction Documents.

10.05(b) Compliance with Local, State and Federal Laws. The / rehabilitation of the Improvements must be in strict compliance with all applicable Laws. Tenant understands and agrees that Tenant's use of the Premises and the rehabilitation of the Improvements permitted under this Ground Lease will require authorizations, approvals, or permits from governmental regulatory agencies with jurisdiction over the Premises, including, without limitation, City agencies. Tenant will be solely responsible for obtaining any and all such regulatory approvals. Tenant may not seek any regulatory approval without first obtaining the written consent of the City as Landlord under this Ground Lease. Tenant will bear all costs associated with applying for and obtaining any necessary or appropriate regulatory approval and will be solely responsible for satisfying any and all conditions imposed by regulatory agencies as part of a regulatory approval; provided, however, any such condition that could affect use or occupancy of the Premises or the City's interest therein must first be approved by the City in its sole discretion. Any fines or penalties levied as a result of Tenant's failure to

comply with the terms and conditions of any regulatory approval will be immediately paid and discharged by Tenant, and the City will have no liability, monetary or otherwise, for any such fines or penalties. Tenant will indemnify, defend, and hold harmless the City and the other Indemnified Parties hereunder against all Claims (as such terms are defined in ARTICLE 21 below) arising in connection with Tenant's failure to obtain, or failure by Tenant, its agents, or invitees to comply with, the terms and conditions of any regulatory approval.

10.06 Approval of Construction Documents by the City. Tenant will submit and the City will approve or disapprove the Construction Documents referred to in this Ground Lease within the times established in the Schedule of Performance attached hereto as Attachment 2, so long as each set of the applicable Construction Documents are complete and properly submitted within the time frames set forth in the Schedule of Performance attached hereto as Attachment 2. Failure by the City either to approve or disapprove within the times established in the Schedule of Performance attached hereto as Attachment 2 will entitle Tenant to a day-for-day extension of time for completion of any activities delayed as a direct result of the City's failure to timely approve or disapprove the Construction Documents. The City hereby acknowledges that, as Landlord under this Ground Lease, as of the Agreement Date, the City has approved the Construction Documents for the Project.

10.07 Disapproval of Construction Documents by the City. If the City disapproves the Construction Documents in whole or in part as not being in compliance with this Ground Lease, Tenant will submit new or corrected Construction Documents which are in compliance within thirty (30) days after written notification to it of disapproval, and the provision of this section relating to approval, disapproval and re-submission of corrected Construction Documents will continue to apply until the Construction Documents have been approved by the City; provided, however, that in any event Tenant must submit satisfactory Construction Documents (*i.e.*, approved by the City) no later than the date specified therefor in the Schedule of Performance attached hereto as Attachment 2.

10.08 Issuance of Building Permits. Tenant will have the sole responsibility for obtaining all necessary building permits and will make application for such permits directly to the City's Department of Building Inspection. The City understands and agrees that Tenant may use the Fast Track method of permit approval for rehabilitation of the Improvements.

10.09 Performance and Payment Bonds. Before commencement of rehabilitation of the Improvements, Tenant will deliver to the City performance and payment bonds, each for the full value of the cost of rehabilitation of the Improvements, which bonds will name the City as co-obligee, or such other completion security which is acceptable to the City. The payment and performance bonds may be obtained by Tenant's general contractor and name Tenant and the City as co-obligees.

10.10 City Approval of Changes after Commencement of Construction. Tenant may not approve or permit any change to the Construction Documents approved by the City without the City's prior written consent. Tenant will provide adequate and complete backup documentation for analysis of the appropriateness of any requested change to the Construction Documents (each, a "Change Order") to the City. This backup documentation shall include confirmation that

the Change Order has been reviewed, vetted or negotiated, and accepted by (with modifications where appropriate) the Tenant and architect/engineer prior to submission to the City. Questions, comments or requests for additional information will be provided by the City within five (5) business days of receipt of Change Order. City will promptly review and accept or deny the Change Order within ten (10) business days of a complete submission by Tenant. In the event the City requests further information, the City will have no less than five (5) business days from receipt of such information to accept or deny the Change Order. In the event the City fails to accept, deny or issue request for further information related to the Change Order within the later of 10 business days from submission of the Change Order or 5 business days of receipt of additional information, the Change Order will be deemed accepted. If the City denies the Change Order, City will specify the reasons for the denial in writing. Tenant will submit on a monthly or more frequent basis or as requested by MOHCD, a contingency balance report (in Excel format or equivalent) which documents all Change Orders as approved, pending, or under review.

10.11 Times for Construction. Tenant agrees for itself, and its successors and assigns to or of the Leasehold Estate or any part thereof, that Tenant and such successors and assigns will promptly begin and diligently prosecute to completion the rehabilitation of the Improvements on the Land, and that such rehabilitation will be completed no later than the dates specified in the Schedule of Performance attached hereto as Attachment 2, subject to force majeure, unless such dates are extended by the City.

10.12 Force Majeure. For the purposes of any of the provisions of this Ground Lease, and notwithstanding anything to the contrary, neither the City nor Tenant, as the case may be, will be considered in breach or default of its obligations, and there will not be deemed a failure to satisfy any conditions with respect to the beginning and completion of rehabilitation of the Improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligations or satisfaction of such conditions, due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, acts of God, acts of the public enemy, terrorism, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, general scarcity of materials, unusually severe weather, or delays of subcontractors due to unusual scarcity of materials or unusually severe weather; it being the purposes and intent of this provision that the time or times for the satisfaction of conditions to this Ground Lease including those with respect to rehabilitation of the Improvements, will be extended for the period of the enforced delay; provided, however, that the party seeking the benefit of the provisions of this paragraph must have notified the other party of the delay and its causes in writing within thirty (30) days after the beginning of any such enforced delay and requested an extension for the reasonably estimated period of the enforced delay; and, provided further, that this paragraph does apply to, and nothing contained in this paragraph will extend or will be construed to extend, the time of performance of any of Tenant's obligations to be performed before the commencement of construction, and the failure to timely perform pre-commencement of construction obligations will not extend or be construed to extend Tenant's obligations to commence, prosecute, and complete the rehabilitation of the Improvements in the manner and at the times specified in this Ground Lease.

10.13 Reports. Beginning when the rehabilitation of the Improvements commences and continuing until completion of the rehabilitation of the Improvements, Tenant will make a report in writing to the City every month, in such detail as may reasonably be required by the City, as to

the actual progress of the Tenant with respect to the rehabilitation. The MOHCD Monthly Project Update required under the MOHCD Loan Documents will satisfy this requirement.

10.14 Access to Site. As of the Effective Date and until the City issues a Certificate of Completion, Tenant will permit access to the Site to the City whenever and to the extent necessary to carry out the purposes of the provisions of this Ground Lease, at reasonable times and upon reasonable advance notice, and on an emergency basis without notice whenever the City believes that emergency access is required. After the City's issuance of a Certificate of Completion, access to the Premises will be governed by ARTICLE 24, below.

10.15 Notice of Completion. Promptly upon completion of the rehabilitation of the Improvements in accordance with the provisions of this Ground Lease, Tenant will file a Notice of Completion ("NOC") and record the approved NOC in the San Francisco Recorder's Office. Tenant will provide the City with a copy of the recorded NOC.

10.16 Completion of Improvements by New Developer. In the event a Lender forecloses, obtains a deed in lieu of foreclosure, or a Subsequent Owner otherwise realizes on the Premises and undertakes rehabilitation of the Improvements ("New Developer"): (a) the New Developer will not be bound by the provisions of the Schedule of Performance attached hereto as Attachment 2 with respect to any deadlines for the completion of the Improvements but will only be required to complete the Improvements with due diligence and in conformance with a new Schedule of Performance as agreed upon by the New Developer and the City; (b) the New Developer will only be required to complete the Improvements in accordance with all applicable building codes and ordinances, and the approved Construction Documents with such changes that are mutually agreed upon by the City and the New Developer under the following clause (c); and (c) the City and the New Developer will negotiate in good faith such reasonable amendments and reasonable modifications to ARTICLE 10 of this Ground Lease as the parties mutually determine to be reasonably necessary based on the financial and construction conditions then existing.

ARTICLE 11 RESERVED

ARTICLE 12 CHANGES TO THE IMPROVEMENTS

12.01 Post-Completion Changes. The City has a particular interest in the Project and in the nature and extent of the permitted changes to the Premises. Accordingly, it imposes the following control on the Premises: during the term of this Ground Lease, neither Tenant, nor any voluntary or involuntary successor or assign, may make or permit any Change (as defined in Section 12.02) in the Premises, unless and until the express prior written consent for any change has been requested in writing from the City and received, and, if received, on such terms and conditions as the City may reasonably require. The City will not unreasonably withhold or delay its response to such a request.

12.02 Definition of Change. "Change" means any alteration, modification, addition, and/or substitution of or to the Site, the Improvements, and/or the density of development that differs materially from that which existed upon the completion of rehabilitation of the Improvements in accordance with this Ground Lease, and includes, without limitation, the exterior design and

exterior materials and tenant improvements. For purposes of the foregoing, “exterior” includes the roof of the Improvements. “Change” does not include any repair, maintenance, cosmetic interior alterations (e.g., paint, carpet, installation of moveable equipment and trade fixtures, and hanging of wall art) in the normal course of operation of the Project, or as may be required in an emergency to protect the safety and well-being of the Project’s Residential Occupants.

12.03 Enforcement. Subject to ARTICLE 19 below, the City will have all remedies in law or equity (including, without limitation, restraining orders, injunctions, and/or specific performance), judicial or administrative, to enforce the provisions of this ARTICLE 12, including, without limitation, any threatened or actual breach or violation of this ARTICLE 12.

ARTICLE 13 TITLE TO IMPROVEMENTS

The City acknowledges that fee title to the Improvements will be vested in Tenant for the Term of this Ground Lease. It is the intent of the Parties that this Ground Lease and the Memorandum of Ground Lease will create a constructive notice of severance of the Improvements from the Land without the necessity of a deed from the City to Tenant. The City and Tenant agree that fee title to the Improvements will remain vested in Tenant during the Term, subject to Section 14.01 below; provided, however, that, subject to the rights of any Lenders and as further consideration for the City entering into this Ground Lease, at the expiration or earlier termination of this Ground Lease, fee title to all the Improvements will vest in the City without further action of any party, without any obligation by the City to pay any compensation to Tenant, and without the necessity of a deed from Tenant to the City. Without limiting the effectiveness of the previous sentence, upon the City’s written request, on expiration or sooner termination of this Ground Lease, Tenant will execute and deliver to the City an acknowledged and good and sufficient grant deed conveying to the City Tenant’s fee interest in the Improvements.

ARTICLE 14 ASSIGNMENT, SUBLEASE, OR OTHER CONVEYANCE

14.01 Assignment, Sublease, or Other Conveyance by Tenant. Tenant will not sell, assign, convey, sublease, or transfer in any other mode or form all or any part of the Leasehold Estate or its interest in the Premises or any portion thereof, other than to Lender(s) or affiliates of Lender(s) as provided in this Ground Lease, or allow any person or entity to occupy or use all or any part of the Land, other than leases to Residential Occupants in the ordinary course of business, and it may not contract or agree to do any of the foregoing, without the prior written approval of the City, which approval will not be unreasonably withheld or delayed. Tenant will provide any background or supporting documentation that the City may require in assessing Tenant’s request for approval.

14.02 Assignment, Sublease, or Other Conveyance by the City. The parties acknowledge that any sale, assignment, transfer, or conveyance of all or any part of the City’s interest in the Land, the Improvements, or this Ground Lease, is subject to this Ground Lease. The City will require that any purchaser, assignee, or transferee expressly assume all of the obligations of the City under this Ground Lease by a written instrument recordable in the Official Records of the City.

This Ground Lease will not be affected by any such sale, and Tenant will attorn to the purchaser or assignee.

ARTICLE 15 TAXES

Tenant will pay, or cause to be paid, before delinquency to the proper authority, any and all valid taxes, assessments, and similar charges on the Premises that become effective after the Effective Date of this Ground Lease, including all real and personal property taxes, real property transfer taxes, general and special assessments, real property transfer taxes, license fees, permit fees and all other governmental charges of any kind or nature whatsoever, including without limitation all penalties and interest thereon, levied or assessed on the Premises, on Tenant's Property, the leasehold or subleasehold estate or Tenant's use of the Premises, or any transfer of a leasehold interest or subleasehold interest in the Premises (including but not limited to, any transfer of the leasehold interest in the Premises pursuant to this Lease) whether under Laws in effect at the time this Lease is entered into or that become later effective, and all taxes levied or assessed on the possession, use, or occupancy of the Site. Tenant will not permit any taxes, assessments, or other similar charges to become a defaulted lien on the Premises; provided, however, that in the event any tax, assessment, or similar charge is payable in installments, Tenant may make, or cause to be made, payment in installments; and, provided further, that Tenant may contest the legal validity or the amount of any tax, assessment, or similar charge, through any proceeding Tenant considers reasonably necessary or appropriate, and Tenant may defer the payment so long as the validity or amount is contested by Tenant in good faith and without expense to the City. If Tenant contests a tax, assessment, or other similar charge, then Tenant will protect, defend, and indemnify the City against all Claims resulting from the contest, and if Tenant is unsuccessful in the contest, Tenant will immediately pay, discharge, or cause to be paid or discharged, the tax, assessment, or other similar charge. The City will furnish any information Tenant may reasonably request in connection with a contest, so long as that information is in the City's possession or control or is otherwise available to the public. The City consents to and will reasonably cooperate and assist with Tenant applying for and obtaining any applicable exemptions from taxes, or assessments, or other similar charges levied on the Premises, or on Tenant's interest therein. Tenant will have no obligation under this Section before the Effective Date, including, but not limited to, any taxes, assessments, or other similar charges levied against the Site that are incurred before the Effective Date.

ARTICLE 16 UTILITIES

From and after the Effective Date, Tenant will procure water and sewer service from the City and electricity, telephone, natural gas, and any other utility service from the City or utility companies providing such services, and will pay all connection and use charges imposed in connection with such services. From and after the Effective Date, as between the City and Tenant, Tenant will be responsible for the installation and maintenance of all facilities required in connection with such utility services to the extent not installed or maintained by the City or the utility providing such service. All electricity necessary for operations in the Premises must be purchased from San Francisco Public Utilities Commission ("SFPUC"), at SFPUC's standard rates charged to third parties, unless SFPUC determines, in its sole judgment, that it is not feasible to provide such service to the Premises. SFPUC is the provider of electric services to City property, and the Interconnection Services Department of SFPUC's Power Enterprise

coordinates with Pacific Gas and Electric Company and others to implement this service. To arrange for electric service to the Premises, Tenant will contact the Interconnection Services Department in the Power Enterprise of the SFPUC.

ARTICLE 17 MAINTENANCE AND OPERATION

17.01 Maintenance. Tenant, at all times during the Term, will maintain or cause to be maintained the Premises in good condition and repair to the reasonable satisfaction of the City, including the exterior, interior, substructure, and foundation of the Improvements and all fixtures, equipment, and landscaping from time to time located on the Premises or any part of them. The City will not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description whatsoever to the Site or any buildings or improvements now or later located on the Land. Tenant will, at its sole expense, maintain any sidewalk and sidewalk area adjacent to the Premises in a good and safe condition in accordance with San Francisco Public Works Code Section 706 or any successor ordinance concerning the sidewalk maintenance within the City and County of San Francisco. Tenant will be considered an "owner" under Public Works Code Section 706 regarding the maintenance of any sidewalk and sidewalk area adjacent to the Premises. Tenant waives all rights to make repairs at the City's expense under Sections 1932(1), 1941 and 1942 of the California Civil Code or under any similar Law now or later in effect.

17.02 City's Consent for Work Requiring a Permit. Tenant will not make, or cause or suffer to be made, any repairs or other work for which a permit is required by any applicable building code, standard, or regulation without first obtaining the City's prior written consent and the required permit.

17.03 Capital Needs Assessment. Every five (5) years beginning on the fifth anniversary date of the issuance of the Certificate of Completion, Tenant will deliver to MOHCD a 20-year capital needs assessment or analysis of the Premises and replacement reserve requirements as set forth in MOHCD's Policy For Capital Needs Assessments dated November 5, 2013, as it may be amended from time to time. In accordance with the CNA Policy, Tenant must deliver to MOHCD an updated CNA every five (5) years after the Completion Date for approval.

17.04 City's Right to Inspect. Without limiting ARTICLE 24 below, the City may make periodic inspections of the Premises and other areas for which Tenant has obligations and may advise Tenant when maintenance or repair is required, but such right of inspection will not relieve Tenant of its independent responsibility to maintain the Premises and other areas as required by this Ground Lease in a condition as good as, or better than, their condition at the completion of the Improvements, excepting ordinary wear and tear.

17.05 City's Right to Repair. If Tenant fails to maintain or to promptly repair any damage as required by this Ground Lease, the City may repair the damage at Tenant's sole cost and expense and Tenant will immediately reimburse the City for all costs of the repair.

17.06 Operation. Following completion of the Improvements, Tenant will maintain and operate the consistent with the maintenance and operation of a safe, clean, well-maintained first-class residential project located in San Francisco. Tenant will be exclusively responsible, at no cost to

the City, for the management and operation of the Premises, including, but not limited to, the Residential Units. In connection with managing and operating the Premises, Tenant will provide (or require others to provide), services as necessary and appropriate to the uses to which the Project are put, including (a) repair and maintenance of the Improvements; (b) utility and telecommunications (including internet/Wi-Fi) services to the extent, if any, customarily provided by equivalent projects located in San Francisco; (c) cleaning, janitorial, pest extermination, recycling, composting, and trash and garbage removal; (d) landscaping and groundskeeping; (e) security services with on-site personnel for the Premises; and (f) sufficient lighting at night for pedestrians along pathways. Tenant will use commercially reasonable efforts to ensure that the Premises are used continuously during the Term for the Permitted Use and not allow any portion of the Premises to remain unoccupied or unused without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion.

ARTICLE 18 LIENS

Tenant will use its best efforts to keep the Site free from any liens arising out of any work performed or materials furnished by itself or its subtenants. If a lien is filed, Tenant will have the right, upon posting of an adequate bond or other security, to contest any lien, and Tenant will satisfy or discharge the lien within ten (10) days after the final determination of the validity of the lien. If Tenant contests a lien, then Tenant will protect, defend, and indemnify the City against all Claims resulting therefrom. If Tenant does not cause a lien to be released of record or bonded around within twenty (20) days following written notice from the City of the imposition of the lien, or, if Tenant contests the lien but does not cause the lien to be satisfied or discharged as required under this Section, then the City will have, in addition to all other remedies provided in this Ground Lease and by Law, the right (but not the obligation) to cause the lien to be released by any means as it deems proper, including payment of the claim giving rise to such lien. All sums paid by the City for such purpose, and all reasonable expenses incurred by it in connection therewith, will be payable to the City by Tenant on demand. The provisions of this Section will not apply to any liens arising before the Effective Date that are not the result of Tenant's contractors, consultants, or activities.

ARTICLE 19 GENERAL REMEDIES

19.01 Application of Remedies. The provisions of this ARTICLE 19 govern the parties' remedies for breach of this Ground Lease.

19.02 Breach by the City. If Tenant believes that the City has materially breached this Ground Lease, Tenant will first notify the City in writing of the purported breach, giving the City one hundred twenty (120) days from receipt of such notice to cure the breach. If the City does not cure the breach within the 120-day period, or, if the breach is not reasonably susceptible to cure within that one hundred twenty (120) day period, begin to cure within one hundred twenty (120) days and diligently prosecute then cure to completion, then Tenant will have all of its rights at law or in equity by taking any or all of the following remedies: (i) terminating in writing this entire Ground Lease with the written consent of each Lender; (ii) prosecuting an action for damages; (iii) seeking specific performance of this Ground Lease; or (iv) any other remedy available at law or equity.

19.03 Breach by Tenant.

19.04 Default by Tenant

Subject to the notice and cure rights under Sections 19.03(b) and 19.04, the following events each constitute a basis for the City to take action against Tenant:

- (i) Tenant fails to comply with the Permitted Uses and Occupancy Restrictions set forth in Section 9.01;
- (ii) Tenant voluntarily or involuntarily assigns, transfers, or attempts to transfer or assign this Ground Lease or any rights in this Ground Lease, or in the Improvements, except as permitted by this Ground Lease or otherwise approved by the City;
- (iii) From and after the Effective Date, Tenant, or its successor in interest, fails to pay real estate taxes or assessments or other similar charges on the Premises or any part thereof before delinquency, or places on the Site any encumbrance or lien unauthorized by this Ground Lease, or suffers any levy or attachment, or any material supplier's or mechanic's lien or the attachment of any other unauthorized encumbrance or lien, and the taxes or assessments or other similar charges not have been paid, or the encumbrance or lien removed or discharged within the time period provided in ARTICLE 18; provided, however, that Tenant has the right to contest any tax or assessment or encumbrance or lien as provided in ARTICLE 15 and ARTICLE 18;
- (iv) Tenant is adjudicated bankrupt or insolvent or makes a transfer to defraud its creditors, or makes an assignment for the benefit of creditors, or brings or is brought against Tenant any action or proceeding of any kind under any provision of the Federal Bankruptcy Act or under any other insolvency, bankruptcy, or reorganization act and, in the event such proceedings are involuntary, Tenant is not dismissed from the proceedings within sixty (60) days thereafter; or, a receiver is appointed for a substantial part of the assets of Tenant and such receiver is not discharged within sixty (60) days;
- (v) Tenant breaches any other material provision of this Ground Lease;
- (vi) Tenant fails to pay any portion of Annual Rent when due in accordance with the terms and provisions of this Ground Lease.

19.04(b) Notification and City Remedies. Upon the happening of any of the events described in Section 19.03(a) above, and before exercising any remedies, the City will notify Tenant, and each Lender (if applicable) in writing of the Tenant's purported breach, failure, or act in accordance with the notice provisions of ARTICLE 38, giving Tenant sixty (60) days from the giving of the

notice to cure such breach, failure, or act. If Tenant does not cure or, if the breach, failure, or act is not reasonably susceptible to cure within that sixty (60) day period, begin to cure within sixty (60) days and diligently prosecute such cure to completion, then, subject to the rights of any Lender and subject to Section 19.04 and ARTICLE 26, the City will have all of its rights at law or in equity, including, but not limited to

- (i) the remedy described in Section 1951.4 of the California Civil Code (a landlord may continue the lease in effect after a tenant's breach and abandonment and recover rent as it becomes due, if the tenant has the right to sublet and assign subject only to reasonable limitations) under which it may continue this Ground Lease in full force and effect and the City may enforce all of its rights and remedies under this Ground Lease, including the right to collect rent when due. During the period Tenant is in default, the City may enter the Premises without terminating this Ground Lease and relet them, or any part of them, to third parties for Tenant's account. Tenant will be liable immediately to the City for all reasonable costs that the City incurs in reletting the Premises, including, but not limited to, broker's commissions, expenses of remodeling the Premises required by the reletting and like costs. Reletting can be for a period shorter or longer than the remaining Term, at such rents and on such other terms and conditions as the City deems advisable, subject to any restrictions applicable to the Premises. Tenant will pay the City the rent due under this Ground Lease on the dates the rent is due, less the rent the City receives from any reletting. If the City elects to relet, then rentals received by the City from the reletting will be applied in the following order: (1) to reasonable attorneys' and other fees incurred by the City as a result of a default and costs if suit is filed by the City to enforce its remedies; (2) to the payment of any costs of maintaining, preserving, altering, repairing, and preparing the Premises for reletting, the other costs of reletting, including but not limited to brokers' commissions, attorneys' fees and expenses of removal of Tenant's Personal Property and Changes; (3) to the payment of rent due and unpaid; (4) the balance, if any, will be paid to Tenant upon (but not before) expiration of the Term. If that portion of the rentals received from any reletting during any month that is applied to the payment of rent, is less than the rent payable during the month, then Tenant must pay the deficiency to the City. The deficiency will be calculated and paid monthly. No act by the City allowed by this Section will terminate this Ground Lease unless the City notifies Tenant that the City elects to terminate this Ground Lease. After Tenant's default and for as long as the City does not terminate Tenant's right to possession of the Premises by written notice, if Tenant obtains the City's consent Tenant will have the right to assign or sublet its interest in this Ground Lease, but Tenant will not be released from liability and the assignment or subletting will not serve to cure the default;

- (ii) the City may terminate Tenant's right to possession of the Premises at any time. No act by the City other than giving notice of termination to Tenant will terminate this Ground Lease. Acts of maintenance, efforts to relet the Premises, or the appointment of a receiver on the City's initiative to protect the City's interest under this Ground Lease will not constitute a termination of Tenant's right to possession. If the City elects to terminate this Ground Lease, then the City has the rights and remedies provided by California Civil Code Section 1951.2 (damages on termination for breach), including the right to terminate Tenant's right to possession of the Premises and to recover the worth at the time of award of the amount by which the unpaid Annual Rent and any additional charges for the balance of the Term after the time of award exceeds the amount of rental loss for the same period that Tenant proves could be reasonably avoided, as computed pursuant to subsection (b) of such Section 1951.2. The City's efforts to mitigate the damages caused by Tenant's breach of this Ground Lease will not waive the City's rights to recover damages upon termination;
- (iii) The right to have a receiver appointed for Tenant upon application by the City to take possession of the Premises and to apply any rental collected from the Premises and to exercise all other rights and remedies granted to the City under this Ground Lease; or
- (iv) seeking specific performance of this Ground Lease; or

in the case of default under Section 19.03(a)(i), increasing the Base Rent to the full amount of the Annual Rent.

19.05 City's Right to Cure Tenant's Default. If Tenant defaults in the performance of any of its obligations under this Ground Lease, the City may at any time thereafter after notice and expiration of the applicable cure period (except in the event of an emergency as determined by the City, in which case the may act when the City determines necessary), remedy the default for Tenant's account and at Tenant's expense. Tenant will pay to the City as additional Base Rent, promptly upon demand, all sums expended by the City, or other costs, damages, expenses, or liabilities incurred by the City, including reasonable attorneys' fees, in remedying or attempting to remedy the default. Tenant's obligations under this Section will survive the termination of this Ground Lease. Nothing in this Section implies any duty of the City to do any act that Tenant is obligated to perform under any provision of this Ground Lease, and the City's cure or attempted cure of Tenant's default will not constitute a waiver of Tenant's default or any rights or remedies of the City on account of the default.

19.06 Waiver of Redemption. Tenant hereby waives, for itself and all persons claiming by and under Tenant, redemption or relief from forfeiture under California Code of Civil Procedure Sections 1174 and 1179, or under any other pertinent present or future Law, in the event Tenant is evicted or the City takes possession of the Premises by reason of any default of Tenant hereunder.

19.07 Remedies Not Exclusive. The remedies set forth in Section 19.03(b) are not exclusive; they are cumulative and in addition to any and all other rights or remedies of the City now or later allowed by Law. Tenant's obligations hereunder will survive any termination of this Ground Lease.

ARTICLE 20 DAMAGE AND DESTRUCTION

20.01 Insured Casualty. If the Premises or any part thereof are damaged or destroyed by any cause covered by any policy of insurance required to be maintained by Tenant under this Ground Lease, Tenant will promptly commence and diligently complete the restoration of the Premises as nearly as possible to the condition thereof before such damage or destruction; provided, however, that if more than fifty percent (50%) of the Improvements are destroyed or are damaged by fire or other casualty and if the insurance proceeds do not provide at least ninety percent (90%) of the funds necessary to complete the restoration, then Tenant, with the prior written consent of Lender, may terminate this Ground Lease within thirty (30) days after the date on which Tenant is notified of the amount of insurance proceeds available for restoration. If Tenant is required or elects to restore the Premises, then all proceeds of any policy of insurance required to be maintained by Tenant under this Ground Lease will, subject to any applicable rights of Lenders, be used by Tenant for that purpose and Tenant will make up from its own funds or obtain additional financing as reasonably approved by the City any deficiency between the amount of insurance proceeds available for the work of restoration and the actual cost. If Tenant elects to terminate this Ground Lease as provided under this Section 20.01, or elects not to restore the Premises, then the insurance proceeds will be divided in the order set forth in Section 20.03.

20.02 Uninsured Casualty. If (i) more than 50% of the Improvements are damaged or destroyed and ten percent (10%) or more of the cost to complete the restoration is not covered by insurance required to be carried under this Ground Lease; and (ii) in the reasonable opinion of Tenant, the undamaged portion of the Improvements cannot be completed or operated on an economically feasible basis; and (iii) there is not available to Tenant any feasible source of third party financing for restoration reasonably acceptable to Tenant; then Tenant may, with the written consent of each Lender, other than the City, terminate this Ground Lease upon ninety (90) days written notice to the City. If it appears that the provisions of this Section 20.02 may apply to a particular event of damage or destruction, Tenant will notify the City promptly and not consent to any settlement or adjustment of an insurance award without the City's written approval, which approval will not be unreasonably withheld or delayed. If Tenant terminates this Ground Lease under this Section 20.02, then all insurance proceeds and damages payable by reason of the casualty will be divided among City, Tenant, and Lenders in accordance with the provisions of Section 20.03. If Tenant does not have the right, or elects not to exercise the right, to terminate this Ground Lease as a result of an uninsured or underinsured casualty, then Tenant will promptly commence and diligently complete the restoration of the Premises as nearly as possible to their condition before the damage or destruction in accordance with the provisions of Section 20.01 and will, subject to any applicable rights of Lenders, be entitled to all available insurance proceeds to do so.

20.03 Distribution of the Insurance Proceeds. If Tenant elects to terminate and surrender as provided in either Sections 20.01 or 20.02, then the priority and manner for distribution of the

proceeds of any insurance policy required to be maintained by Tenant hereunder will be as follows:

- 20.03(a)First to the Lenders, in order of their priority, to control, disburse or apply to any outstanding loan amounts in accordance with the terms their respective Leasehold Mortgages and applicable Law;
- 20.03(b)Second, to pay for the cost of removal of all debris from the Site or adjacent and underlying property, and for the cost of any work or service required by any Law, for the protection of persons or property from any risk, or for the abatement of any nuisance, created by or arising from the casualty or the damage or destruction caused thereby;
- 20.03(c)Third, to compensate City for any diminution in the value (as of the date of the damage or destruction) of the Site caused by or arising from the damage or destruction; and
- 20.03(d)The remainder to Tenant.

20.04 Clean-up of Housing Site. If Tenant terminates this Ground Lease under the provisions of Sections 20.01 or 20.02, then Tenant must all clean up and remove all debris from the Site and adjacent and underlying property and leave the Site in a clean and safe condition and in compliance with all Laws upon surrender, as described in in Section 20.03(b). If the proceeds of any insurance policy are insufficient to pay the clean-up and other costs described in Section 20.03(b), then Tenant must pay the portion of the costs not covered by the insurance proceeds.

20.05 Waiver. Tenant and the City intend that this Ground Lease fully govern all of their rights and obligations in the event of any damage or destruction of the Premises. Accordingly, the City and Tenant each hereby waive the provisions of Sections 1932(2), 1933(4), 1941 and 1942 of the California Civil Code, as such sections may from time to time be amended, replaced, or restated.

ARTICLE 21 DAMAGE TO PERSON OR PROPERTY; HAZARDOUS SUBSTANCES; INDEMNIFICATION

21.01 Damage to Person or Property—General Indemnification. City will not in any event whatsoever be liable for any injury or damage to any person happening on or about the Premises, for any injury or damage to the Premises, or to any property of Tenant, or to any property of any other person, entity, or association on or about the Premises, unless arising from the active gross negligence or willful misconduct of the City or any of its commissioners, officers, agents, or employees. Tenant will defend, hold harmless, and indemnify the City including, but not limited to, its boards, commissions, commissioners, departments, agencies, and other subdivisions, officers, agents, and employees (each, an “**Indemnified Party**” and collectively the “**Indemnified Parties**”), of and from all claims, loss, damage, injury, actions, causes of action, and liability of every kind, nature and description (collectively, “**Claims**”) incurred in connection with or directly or indirectly arising from the Premises, this Ground Lease, Tenant’s tenancy, its or their use of the Premises, including adjoining sidewalks and streets, and any of its or their operations or activities thereon or connected thereto; all regardless of the active or passive negligence of, and regardless of whether liability without fault is imposed or sought to be

imposed on, the Indemnified Parties, except to the extent that the indemnity is void or otherwise unenforceable under applicable Law in effect on or validly retroactive to the date of this Ground Lease and further excepting only such Claims that are caused exclusively by the willful misconduct or active gross negligence of the Indemnified Parties. The foregoing indemnity will include, without limitation, reasonable fees of attorneys, consultants, and experts and related costs and the City's costs of investigating any Claim. Tenant specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim that actually or potentially falls within any indemnity provision set forth in this Ground Lease even if such allegation is or may be groundless, fraudulent, or false, which obligation arises at the time such claim is tendered to Tenant by the City and continues at all times thereafter. Tenant's obligations under this Article will survive the termination or expiration of this Ground Lease.

21.02 Hazardous Substances—Indemnification.

21.02(a) Tenant will indemnify, defend, and hold the Indemnified Parties harmless from and against any and all Claims of any nature whatsoever (including, without limitation, the reasonable fees and disbursements of counsel and engineering consultants) incurred by or asserted against any Indemnified Party in connection with, arising out of, in response to, or in any manner relating to violation of any Environmental Law, or any Release, threatened Release, and any condition of pollution, contamination or Hazardous Substance-related nuisance on, under or from the Premises.

21.02(b) For purposes of this Section 21.02, the following definitions apply:

- (i) **“Hazardous Substance”** has the meaning set forth in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended as of the date of this Ground Lease, 42 U.S.C. 9601(14), and in addition includes, without limitation, petroleum (including crude oil or any fraction thereof) and petroleum products, asbestos, asbestos-containing materials, polychlorinated biphenyls (“PCBs”), PCB-containing materials, all hazardous substances identified in the California Health & Safety Code 25316 and 25281(d), all chemicals listed under the California Health & Safety Code 25249.8, and any substance deemed a hazardous substance, hazardous material, hazardous waste, or contaminant under Environmental Law. The foregoing definition does not include substances that occur naturally on the Site or commercially reasonable amounts of hazardous materials used in the ordinary course of construction and operation of a residential development, provided they are used and stored in accordance with all applicable Laws.
- (ii) **“Environmental Law”** means all Laws governing hazardous waste, wastewater discharges, drinking water, air emissions, Hazardous Substance releases or reporting requirements, Hazardous Substance use or

storage, and employee or community right-to-know requirements related to the work being performed under this Ground Lease.

(iii) “**Release**” means any spillage, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, including the abandonment or discharging of barrels, containers, and other closed receptacles containing any Hazardous Substance.

21.03 Exculpation and Waiver. Tenant, as a material part of the consideration to be rendered to the City, hereby waives any and all Claims, including without limitation all Claims arising from the joint or concurrent, active or passive, negligence of the Indemnified Parties, but excluding any Claims caused solely by the Indemnified Parties' willful misconduct or active gross negligence. The Indemnified Parties will not be responsible for or liable to Tenant, and Tenant hereby assumes the risk of, and waives and releases the Indemnified Parties from all Claims for, any injury, loss, or damage to any person or property in or about the Premises by or from any cause whatsoever including, without limitation, (a) any act or omission of persons occupying adjoining premises or any part of the Premises adjacent to or connected with the Premises, (b) theft, (c) explosion, fire, steam, oil, electricity, water, gas or rain, pollution or contamination, (d) stopped, leaking, or defective building systems, (d) construction or Site defects, (f) damages to goods, wares, goodwill, merchandise, equipment, or business opportunities, (g) Claims by persons in, on or about the Premises or any other City property for any cause arising at any time, (h) alleged facts or circumstances of the process or negotiations leading to this Ground Lease before the Effective Date and (i) any other acts, omissions, or causes.

21.04 Tenant understands and expressly accepts and assumes the risk that any facts concerning the Claims released in this Ground Lease might be found later to be other than or different from the facts now believed to be true, and agrees that the releases in this Ground Lease will remain effective. Therefore, with respect to the Claims released in this Ground Lease, Tenant waives any rights or benefits provided by Section 1542 of the Civil Code, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Tenant specifically acknowledges and confirms the validity of the release made above and the fact that Tenant was represented by counsel who explained the consequences of the release at the time this Ground Lease was made, or that Tenant had the opportunity to consult with counsel, but declined to do so.

21.05 Insurance. The Indemnification requirements under this Ground Lease, or any other agreement between the City and Tenant, will in no way be limited by any insurance requirements under any such agreements.

21.06 Survival. The provisions of ARTICLE 21 will survive the expiration or earlier termination of this Ground Lease.

ARTICLE 22 INSURANCE

22.01 Insurance. The Tenant must maintain insurance meeting the requirements of this Article.

22.01(a) Insurance Requirements for Tenant. During the term of this Ground Lease, Tenant will procure and maintain insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of any work by the Tenant, its agents, representatives, employees or subcontractors and the Tenant's use and occupancy of the Premises.

22.01(b) Minimum Scope of Insurance. Coverage must be at least as broad as:

- (i) Insurance Services Office Commercial General Liability coverage (form CG 00 01—"Occurrence") or other form approved by the City's Risk Manager.
- (ii) Insurance Services Office Automobile Liability coverage, code 1 (form CA 00 01—"Any Auto") or other form approved by the City's Risk Manager.
- (iii) Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
- (iv) Professional Liability Insurance: Tenant will require that all architects, engineers, and surveyors for the Project have liability insurance covering all negligent acts, errors, and omissions. Tenant will provide the City with copies of consultants' insurance certificates showing that coverage.
- (v) Insurance Services Office Property Insurance coverage (form CP 10 30 60 95—"Causes of Loss—Special Form") or other form approved by the City's Risk Manager.
- (vi) Crime Policy or Fidelity Bond covering the Tenant's officers and employees against dishonesty with respect to the use of City funds.

22.01(c) Minimum Limits of Insurance. Tenant must maintain limits no less than:

- (i) General Liability: Commercial General Liability insurance with no less than Two Million Dollars (\$2,000,000) combined single limit per occurrence and Four Million Dollars (\$4,000,000) annual aggregate limit for bodily injury and property damage, including coverage for blanket contractual liability (including tort liability and of another party and Tenant's liability of injury or death to persons and damage to property set forth in Section 21.01 above); personal injury; fire damage legal liability;

advertisers' liability; owners' and contractors' protective liability; products and completed operations; broad form property damage; and explosion, collapse and underground (XCU) coverage during any period in which Tenant is conducting any activity on, alteration or improvement to the Site with risk of explosion, collapse, or underground hazards.

- (ii) Automobile Liability: Business Automobile Liability insurance with no less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage, including owned, hired, and non-owned auto coverage, as applicable.
- (iii) Workers' Compensation and Employers Liability: Workers' Compensation, in statutory amounts, with Employers' Liability limits not less than One Million Dollars (\$1,000,000) each accident, injury, or illness.
- (iv) Professional Liability: Professional Liability insurance of no less than Two Million Dollars (\$2,000,000) per claim and Four Million Dollars (\$4,000,000) annual aggregate limit covering all negligent acts, errors, and omissions of Tenant's architects, engineers, and surveyors. If the Professional Liability Insurance provided by the architects, engineers, or surveyors is "claims made" coverage, Tenant must assure that these minimum limits are maintained for no less than three (3) years beyond completion of the construction or remodeling.
- (v) Crime Policy or Fidelity Bond: Crime Policy or Fidelity Bond of no less than Seventy-Five Thousand Dollars (\$75,000) each loss, with any deductible not to exceed Five Thousand Dollars (\$5,000) each loss.
- (vi) Pollution Liability and/or Asbestos Pollution Liability: Pollution Liability and/or Asbestos Pollution Liability applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year; this coverage must be endorsed to include Non-Owned Disposal Site coverage. This policy may be provided by the Tenant's contractor, provided that the policy must be "claims made" coverage and Tenant must require Tenant's contractor to maintain these minimum limits for no less than three (3) years beyond completion of the Project.

(vii) Property Insurance:

(1) Before construction:

- a. Property insurance, excluding earthquake and flood, in the amount no less than One Hundred Percent (100%) of the then-current replacement cost of all improvements before commencement of construction and City property in the care, custody, and control of the Tenant or its contractor,

including coverage in transit and storage off-site; the cost of debris removal and demolition as may be made reasonably necessary by such perils, resulting damage and any applicable Law; start up, testing and machinery breakdown including electrical arcing; and with a deductible not to exceed Ten Thousand Dollars (\$10,000) each loss, including the City and all subcontractors as loss payees.

b. During the course of construction:

- i. Builder's risk insurance, special form coverage, excluding earthquake and flood, for one hundred percent (100%) of the then-current replacement cost of all completed improvements and City property in the care, custody, and control of the Tenant or its contractor, including coverage in transit and storage off-site; the cost of debris removal and demolition as may be made reasonably necessary by such covered perils, resulting damage and any applicable Law; start up, testing and machinery breakdown including electrical arcing, copy of the applicable endorsement to the Builder's Risk policy, if the Builder's Risk policy is issued on a declared-project basis; and with a deductible not to exceed Ten Thousand Dollars (\$10,000) each loss, including the City and all subcontractors as loss payees.
- ii. Performance and payment bonds of contractors, each in the amount of One Hundred Percent (100%) of contract amounts, naming the City and Tenant as dual obligees or other completion security approved by the City in its sole discretion.

(2) Upon completion of construction:

- a. Property insurance, excluding earthquake and flood, in the amount no less than One Hundred Percent (100%) of the then-current replacement value of all improvements and City property in the care, custody, and control of the Tenant or its contractor. For rehabilitation/construction projects that are unoccupied by Residential Occupants Tenant must obtain Property Insurance by the date that the project receives a Certificate of Substantial Completion.

b.Boiler and machinery insurance, comprehensive form, covering damage to, loss or destruction of machinery and equipment located on the Site that is used by Tenant for heating, ventilating, air-conditioning, power generation, and similar purposes, in an amount not less than one hundred percent (100%) of the actual then-current replacement value of such machinery and equipment.

22.01(d) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions in excess of \$25,000 must be declared to and approved by the City's Risk Manager. At the option of City's Risk Manager, either: the insurer will reduce or eliminate the deductibles or self-insured retentions with respect to the City and County of San Francisco, and their respective commissioners, members, officers, agents, and employees; or the Tenant must procure a financial guarantee satisfactory to the City's Risk Manager guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

22.01(e) Other Insurance Provisions. The policies must contain, or be endorsed to contain, the following provisions:

- (i) General Liability and Automobile Liability Coverage: The "City and County of San Francisco and their respective commissioners, members, officers, agents, and employees" are to be covered as additional insured with respect to: liability arising out of activities performed by or on behalf of the Tenant related to the Project; products and completed operations of the Tenant, premises owned, occupied or used by the Tenant related to the Project; and automobiles owned, leased, hired, or borrowed by the Tenant for the operations related to the Project. The coverage may not contain any special limitations on the scope of protection afforded to the City and its Commissioners, members, officers, agents, or employees.
- (ii) Workers' Compensation and Property Insurance: The insured will agree to waive all rights of subrogation against the "City and County of San Francisco, and their respective commissioners, members, officers, agents, and employees" for any losses in connection with this Project.
- (iii) Claims-made Coverage: If any of the required insurance is provided under a claims-made form, Tenant will maintain such coverage continuously throughout the term of this Ground Lease and, without lapse, for a period of three years beyond the expiration of this Ground Lease, to the effect that, if occurrences during the contract term give rise to claims made after expiration of the Ground Lease, then those claims will be covered by the claims-made policies.
- (iv) All Coverage. Each insurance policy required by this Article must:

- (1) Be endorsed to state that coverage will not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to City, except in the event of suspension for nonpayment of premium, in which case ten (10) days' notice will be given.
- (2) Contain a clause providing that the City and its officers, agents and employees will not be liable for any required premium.
- (3) For any claims related to this Ground Lease, the Tenant's insurance coverage will be primary insurance with respect to the City and its commissioners, members, officers, agents, and employees. Any insurance or self-insurance maintained by the City or its commissioners, members, officers, agents, or employees will be in excess of the Tenant's insurance and will not contribute with it.
- (4) The Tenant's insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City and its commissioners, members, officers, agents, or employees.
- (6) Approval of Tenant's insurance by the City will not relieve or decrease the liability of Tenant under this Ground Lease.
- (7) The City reserves the right to require an increase in insurance coverage if the City determines that conditions (including, but not limited to, property conditions, market conditions, or commercially reasonable practice) show cause for an increase, unless Tenant demonstrates to the City's satisfaction that the increased coverage is commercially unreasonable and unavailable to Tenant.

22.01(f) Acceptability of Insurers. All insurers must have a Best's rating of no less than A-VIII or as otherwise approved by the City's Risk Manager.

22.01(g) Verification of Coverage. Tenant will furnish City with certificates of insurance and with original endorsements effecting coverage required by this clause at the commencement of this Ground Lease and annually thereafter. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements demonstrating the coverage required by these specifications at any time.

22.01(h) **Contractor, Subcontractors, and Consultants Insurance.** Tenant must include all subcontractors and consultants as additional insureds under its policies or furnish separate certificates and endorsements for each. Tenant will require the subcontractor(s) and consultants to provide all necessary insurance and to name the City and County of San Francisco, and their respective commissioners, members, officers, agents, and employees and the Tenant as additional insureds. All coverage for subcontractors and consultants will be subject to all of the requirements stated herein unless otherwise approved by the City's Risk Manager.

ARTICLE 23 COMPLIANCE WITH APPLICABLE LEGAL REQUIREMENTS

23.01 **Compliance with Legal Requirements.** From and after the Effective Date, Tenant will at its cost and expense, promptly comply with all applicable Laws now in force or that may later be in force, including, without limitation, the requirements of the fire department or other similar body now or later constituted and with any direction or occupancy certificate issued under any Law as any of them may relate to or affect the condition, use, or occupancy of the Land. If Tenant contests any of the foregoing, Tenant will not be obligated to comply therewith to the extent that the application of the contested Law is stayed by the operation of law or administrative or judicial order and Tenant indemnifies, defends, and holds harmless the Indemnified Parties against all Claims resulting from noncompliance.

23.02 **Regulatory Approvals.** Tenant understands and agrees that the City is entering into this Ground Lease in its capacity as a landowner with a proprietary interest in the Premises and not as a regulatory agency with certain police powers. Tenant understands and agrees that neither entry by the City into this Ground Lease nor any approvals given by the City under this Ground Lease will be deemed to imply that Tenant has thereby obtained any required approvals from City departments, boards, or commissions that have jurisdiction over the Premises. By entering into this Ground Lease, the City is in no way modifying or limiting the obligations of Tenant to develop the Project in accordance with all Laws and as provided in this Ground Lease.

Tenant understands that the rehabilitation of the Improvements on the Land and development of the Project will require approval, authorization, or permit by governmental agencies with jurisdiction, which may include the City's Planning Commission and/or Zoning Administrator and the Department of Building Inspection. Tenant must use good faith efforts to obtain and will be solely responsible for obtaining any approvals required for the Project in the manner set forth in this Section. Tenant will not seek any regulatory approval without first obtaining MOHCD's approval, which approval may not be unreasonably withheld or delayed. Throughout the permit process for any regulatory approvals, Tenant will consult and coordinate with MOHCD in Tenant's efforts to obtain permits. MOHCD will cooperate reasonably with Tenant in its efforts to obtain permits; provided, however, Tenant may not agree to the imposition of conditions or restrictions in connection with its efforts to obtain a permit from any other regulatory agency if the City is required to be a co-permittee under the permit or the conditions or restrictions could create any financial or other material obligations on the part of the City whether on or off of the Premises, unless in each instance MOHCD has approved the conditions previously in writing and in MOHCD's reasonable discretion. No approval by MOHCD will limit Tenant's obligation to pay all the costs of complying with conditions under

this Section. Tenant must bear all costs associated with applying for and obtaining any necessary regulatory approval, as well as any fines, penalties or corrective actions imposed as a result of Tenant's failure to comply with the terms and conditions of any regulatory approval.

With MOHCD's prior written consent, Tenant will have the right to appeal or contest any condition in any manner permitted by Law imposed upon any regulatory approval. In addition to any other indemnification provisions of this Ground Lease, Tenant must indemnify, defend, and hold harmless the City and its commissioners, officers, agents or employees from and against any and all Claims that may arise in connection with Tenant's failure to obtain or comply with the terms and conditions of any regulatory approval or with the appeal or contest of any conditions of any regulatory approval, except to the extent damage arises out of the active gross negligence or willful misconduct of the City or its agents.

ARTICLE 24 ENTRY

24.01 The City reserves for itself and its authorized representatives the right to enter the Site at all reasonable times during normal business hours upon not less than forty-eight (48) hours' written notice to Tenant (except in the event of an emergency), subject to the rights of the occupants, tenants, and others lawfully permitted on the Site, for any of the following purposes:

- 24.01(a)to determine whether the Premises is in good condition and to inspect the Premises (including soil borings or other Hazardous Substance investigations);
- 24.01(b)to determine whether Tenant is in compliance with its Ground Lease obligations and to cure or attempt to cure any Tenant default;
- 24.01(c)to serve, post, or keep posted any notices required or allowed under any of the provisions of this Ground Lease;
- 24.01(d)to do any maintenance or repairs to the Premises that the City has the right or the obligation, if any, to perform hereunder; and
- 24.01(e) to show the Premises to any prospective purchasers, brokers, Lenders, or public officials, or, during the last year of the Term of this Ground Lease, exhibit the Premises to prospective tenants or other occupants, and to post any reasonable "for sale" or "for lease" signs in connection therewith.

24.02 In the event of any emergency, as reasonably determined by the City, at its sole option and without notice, the City may enter the Premises, remove or alter any portion of the Premises, and alter or remove any of Tenant's personal property on or about the Premises as reasonably necessary, given the nature of the emergency. The City will have the right to use any and all means the City considers appropriate to gain access to any portion of the Premises in an emergency, in which case, the City will not be responsible for any damage or injury to any property, or for the replacement of any property, and no emergency entry may be deemed to be a forcible or unlawful entry onto or a detainer of the Premises, or an eviction, actual or constructive, of Tenant from the Premises or any portion thereof.

24.03 The City will not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of the City's entry onto the Premises, except to the extent damage arises out of the active gross negligence or willful misconduct of the City or its agents. The City will be responsible for any losses resulting from its active gross negligence or willful misconduct and will repair any resulting damage promptly.

24.04 Tenant will not be entitled to any abatement in Annual Rent if the City exercises any rights reserved in this Section, subject to Section 24.03 above.

24.05 The City will use its reasonable good faith efforts to conduct any activities on the Premises allowed under this Section in a manner that, to the extent practicable, will minimize any disruption to Tenant's use of the Premises as permitted by this Ground Lease.

ARTICLE 25 MORTGAGE FINANCING

25.01 No Encumbrances Except for Development Purposes. Notwithstanding any other provision of this Ground Lease and subject to the prior written consent of the City in the form attached hereto as Attachment 3, which consent will not be unreasonably withheld, conditioned, or delayed, Leasehold Mortgages are permitted to be placed on the Leasehold Estate only for the purpose of securing loans of funds to be used for financing the acquisition of the Project; refinancing of financing used to acquire or rehabilitate the Project; design, construction, renovation, or reconstruction of the Improvements; and any other expenditures reasonably necessary and appropriate to acquire, own, develop, construct, renovate, or reconstruct the Project under this Ground Lease and in connection with the operation of the Project; and costs and expenses incurred or to be incurred by Tenant in furtherance of the purposes of this Ground Lease.

25.02 Holder Not Obligated to Construct. The holder of any mortgage, deed of trust, or other security interest authorized by Section 25.01 ("Holder" or "Lender"), including the successors or assigns of the Holder, is not obligated to complete any rehabilitation of the Improvements or to guarantee such completion; and no covenant or any other provision of this Ground Lease may be construed to obligate the Holder. However, if the Holder undertakes to complete or guarantee the completion of the rehabilitation of the Improvements, except as provided in Section 26.06(b), nothing in this Ground Lease will be deemed or construed to permit or authorize the Holder or its successors or assigns to devote the Premises or any portion thereof to any uses, or to construct any Improvements on the Site, other than those authorized under Section 9.01 and any reasonable modifications in plans proposed by the Holder or its successors in interest proposed for the viability of the Project approved by the City in its reasonable discretion under Section 10.16. Except as provided in Section 26.06(b), to the extent any Holder or its successors in interest wish to change such uses or construct different improvements, Holder or its successors in interest must obtain the advance written consent of the City.

25.03 Failure of Holder to Complete Construction. In any case where six (6) months after assumption of obligations under Section 25.02 above, a Lender, having first exercised its option to complete the construction, has not proceeded diligently with completion of the construction, the City will have all the rights against the Holder it would otherwise have against Tenant under

this Ground Lease for events or failures occurring after such assumption; subject to any extensions of time granted under Section 10.16 of this Ground Lease.

25.04 Default by Tenant and the City's Rights.

25.04(a) Right of City to Cure a Default or Breach by Tenant under a Leasehold Mortgage.

In the event of a default or breach by Tenant under any Leasehold Mortgage, and Tenant's failure to timely commence or diligently prosecute cure of the default or breach, the City may, at its option, cure the breach or default during the one hundred ten (110) days after the date that the Lender files a notice of default. If the City undertakes to cure the default or breach, then the City will be entitled to reimbursement from Tenant of all costs and expenses reasonably incurred by the City. The City will also be entitled to a lien on the Leasehold Estate to the extent Tenant does not reimburse the costs and expenses. City's lien will be subject to the lien of any then-existing Leasehold Mortgage authorized by this Ground Lease, including any lien contemplated because of advances yet to be made. After ninety (90) days following the date of Lender filing a notice of default and expiration of all applicable cure periods under the terms of the applicable loan documents, the City will also have the right to assign Tenant's interest in the Ground Lease to another entity, subject to any Lenders' written consents, and which consent may be conditioned, among other things, on the assumption by the other entity of all obligations of the Tenant under the Leasehold Mortgage.

25.04(b) Notice of Default to City. Tenant will require Lender to give the City prompt written notice of any default or breach of the Leasehold Mortgage and each Leasehold Mortgage will provide for that notice to the City and contain the City's right to cure as above set forth.

25.05 Cost of Mortgage Loans to be Paid by Tenant. Tenant covenants and affirms that it will bear all of the costs and expenses in connection with (a) the preparation and securing of any Leasehold Mortgage, (b) the delivery of any instruments and documents and their filing and recording, if required, and (c) all taxes and charges payable in connection with any Leasehold Mortgage.

ARTICLE 26 PROTECTION OF LENDER

26.01 Notification to the City. Promptly on the creation of any Leasehold Mortgage and as a condition precedent to the existence of any of the rights set forth in this ARTICLE 26, Tenant will cause each Lender to give written notice to the City of the Lender's address and of the existence and nature of its Leasehold Mortgage. Execution of Attachment 3 will constitute City's acknowledgement of Lender's having given such notice as is required to obtain the rights and protections of a Lender under this Ground Lease.

26.02 Lender's Rights to Prevent Termination. Each Lender has the right, but not the obligation, at any time before termination of this Ground Lease and without payment of any penalty other than the interest on unpaid rent, to pay all of the rents due under this Ground Lease, to effect any insurance, to pay any taxes and assessments and other similar charges, to make any repairs and

improvements, to do any other act or thing required of Tenant or necessary and proper to be done in the performance and observance of the agreements, covenants and conditions of this Ground Lease to prevent a termination of this Ground Lease to the same effect as if the same had been made, done, and performed by Tenant instead of by Lender.

26.03 Lender's Rights When Tenant Defaults. If any event of default under this Ground Lease occurs and is continuing, and is not cured within the applicable cure period, the City will not terminate this Ground Lease or exercise any other remedy unless it first gives written notice of the event of default to Lender; and

26.03(a) If the event of default is a failure to pay a monetary obligation of Tenant, Lender will have sixty (60) days from the date of written notice from the City to Lender to cure the default; or

26.03(b) If the event of default is not a failure to pay a monetary obligation of Tenant, Lender will have sixty (60) days of receipt of the written notice, to either (a) remedy such default; or (b) obtain title to the Leasehold Estate in lieu of foreclosure; or (c) to commence foreclosure or other appropriate proceedings in the nature thereof (including the appointment of a receiver) and thereafter diligently prosecute such proceedings to completion, in which case such event of default will be remedied or deemed remedied in accordance with Section 26.04 below.

26.03(c) All rights of the City to terminate this Ground Lease as the result of the occurrence of any uncured event of default is subject to, and conditioned upon, the City having first given Lender written notice of the event of default and Lender having failed to remedy such default or acquire Tenant's Leasehold Estate or commence foreclosure or other appropriate proceedings in the nature thereof as set forth in and within the time specified by this Section 26.03.

26.04 Default That Cannot be Remedied by Lender. Any event of default under this Ground Lease that in the nature thereof cannot be remedied by Lender will be deemed to be remedied as it pertains to Lender or any Subsequent Owner if (a) within sixty (60) days after receiving notice from the City setting forth the nature of such event of default, Lender has acquired Tenant's Leasehold Estate or has commenced foreclosure or other appropriate proceedings in the nature of foreclosure, (b) Lender is diligently prosecuting any such proceedings to completion, (c) Lender has fully cured any event of default arising from failure to pay or perform any monetary obligation in accordance with Section 26.03, and (d) after gaining possession of the Improvements, Lender diligently proceeds to perform all other obligations of Tenant as and when due in accordance with the terms of this Ground Lease.

26.05 Court Action Preventing Foreclosure. If Lender is prohibited by any process or injunction issued by any court or because of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving Tenant from commencing or prosecuting foreclosure or other appropriate proceedings in the nature of foreclosure, the times specified in Sections 26.03 and 26.04 above for commencing or prosecuting such foreclosure or other proceedings will be extended for the period of such prohibition. If this Ground Lease is terminated or rejected by

Tenant in bankruptcy, then the City will enter into a new ground lease with the Lender on the same terms set forth in this Ground Lease. For purpose of this Article, if there is more than one Lender, the City will offer the new lease to each Lender in the order of priority until accepted.

26.06 Lender's Rights to Record, Foreclose, and Assign. With respect to any Leasehold Mortgage:

26.06(a)the Lender may cause its Leasehold Mortgage to be recorded and enforced, and upon foreclosure, sell and assign the Leasehold Estate to an assignee from whom it may accept a purchase price; subject, however, to Lender's first securing written approval from City, which approval will not be unreasonably withheld, and if the Subsequent Owner has elected to maintain the use restrictions of ARTICLE 9, the Subsequent Owner must be controlled by a California nonprofit public benefit corporation exempt from tax under Section 501(c)(3) of the Internal Revenue Code so that the Premises receive an exemption from state property taxes as provided under Section 214 of the California Revenue and Taxation Code (to the extent such exemption is then available). Furthermore, Lender may acquire title to the Leasehold Estate in any lawful way, and if the Lender becomes the assignee, then Lender may sell and assign the Leasehold Estate subject to City approval (which may not be unreasonably withheld) and to the City's rights under Section 25.04.

26.06(b)each Subsequent Owner must take said Leasehold Estate subject to all of the provisions of this Ground Lease, and must, so long as and only so long as it is the owner of the Leasehold Estate, except as provided elsewhere in this Ground Lease, assume all of the obligations of Tenant under this Ground Lease; provided, however, that, subject to the rent provisions of Section 26.07 below, the Subsequent Owner may operate and maintain the Residential Units, without any limitations on the rents charged or the income of the occupants thereof, subject to any applicable regulatory agreement, restrictive covenant, or other encumbrance including, but not limited to, the MOHCD Declaration of Restrictions; and

26.06(c)the City will mail or deliver to any Lender that has an outstanding Leasehold Mortgage a duplicate copy of all notices that the City may give to Tenant under this Ground Lease;

26.07 Ground Lease Rent after Lender Foreclosure or Assignment. From and after the time that the Subsequent Owner acquires title to the Leasehold Estate, Annual Rent will be set as follows:

26.07(a)City will forgive any accrued Annual Rent at the time of foreclosure, and it will not be an obligation of the Lender, its assignee, or the Subsequent Owner. After foreclosure or assignment of the Leasehold Estate to the Lender in lieu of foreclosure, if the Lender continues to operate the Project subject to the use and occupancy restrictions of Section 9.01, then Annual Rent otherwise due may, at the option of the Lender, be deferred until the earlier of the date of the Lender's sale or assignment of the Project to a Subsequent Owner that does not agree to operate the Project subject to such restrictions or the date that is sixty (60) days

after Lender ceases to operate the Project in accordance with those restrictions. All deferred Annual Rent will accrue, with simple interest at six percent (6%) per annum until paid.

26.07(b) If the Subsequent Owner exercises its rights under Section 26.06(b) to operate the Project without being subject to Section 9.01, then Annual Rent will be set at the then fair market rental value taking into account any affordability restrictions agreed to by the Subsequent Owner, if any, and the Base Rent will be increased to the new fair market rent under this Section 26.07(b) and the provisions of Section 6.02(g) will be suspended; provided, however, that the City will be entitled to reduce Annual Rent by any dollar amount (but not below zero) in its sole discretion and, in such case, the Subsequent Owner will be required to reduce rent charged to Residential Occupants on a dollar for dollar basis, with respect to such aggregate units occupied by Qualified Households as the City and the Subsequent Owner may agree. The fair market rental value will be determined by a jointly-commissioned appraisal (instructions prepared jointly by the Subsequent Owner and the City, with each party paying one half of the appraiser's fee) that will include a market land valuation, as well as a market land lease rent level. Absent a market land lease rent determination, the Annual Rent will be set at an amount equal to ten percent (10%) of the then appraised market land value. If the parties cannot agree on the joint appraisal instructions, either party may invoke a neutral third-party process to set the Annual Rent at fair market rent in accordance with the then-prevailing practice for resolving similar rent determination disputes in San Francisco or, in the event that there is no then-prevailing practice, in accordance with the rules of the American Arbitration Association. But, after the neutral third-party process, the Lender, in its sole discretion, may rescind its written notification of intent to not comply with Section 9.01 of this Ground Lease.

26.08 Permitted Uses After Lender Foreclosure. Notwithstanding the above, in the event of a foreclosure and transfer to a Subsequent Owner, then the Premises will be operated in accordance with the uses specified in the building permit with all addenda, as approved by the City's Department of Building Inspection.

26.09 Preservation of Leasehold Benefits. Until such time as a Lender notifies the City in writing that the obligations of Tenant under its loan documents have been satisfied:

26.09(a) subject to Section 19.03(b), the City will not voluntarily cancel or surrender this Ground Lease, or accept a voluntary cancellation or surrender of this Ground Lease by Tenant, or amend this Ground Lease to materially increase the obligations of the Tenant or the rights of the City under this Ground Lease, without the prior written consent of the Lender (which may not be unreasonably withheld or delayed);

26.09(b) the City will not enforce against a Lender any waiver or election made by the Tenant under this Ground Lease that has a material adverse effect on the value of

the Leasehold Estate without the prior written consent of the Lender (which will not be unreasonably withheld or delayed);

26.09(c) if a Lender makes written request to the City for a new ground lease within fifteen (15) days after Lender receives written notice of termination of this Ground Lease, then the City will enter a new ground lease with the Lender commencing on the date of termination of this Ground Lease and ending on the normal expiration date of this Ground Lease, on substantially the same terms and conditions as this Ground Lease and subject to the rent provisions set forth in Section 26.07; so long as the Lender cures all unpaid monetary defaults under this Ground Lease, through the date of such termination;

26.09(d) the City will provide reasonable prior notice to each Lender of any proceedings for adjustment or adjudication of any insurance or condemnation claim involving the Premises and will permit each Lender to participate the proceedings as an interested party.

26.10 No Merger. The Leasehold Estate will not merge with the fee interest in the Site, notwithstanding ownership of the leasehold and the fee by the same person, without the prior written consent of each Lender.

26.11 City Bankruptcy.

26.11(a) If a bankruptcy proceeding is filed by or against the City, the City will immediately notify each Lender of the filing and will deliver a copy of all notices, pleadings, schedules, and similar materials regarding the bankruptcy proceedings to each Lender.

26.11(b) The City acknowledges that (i) the Tenant seeks to construct the Improvements on the Premises Land using proceeds of the loans provided by the Lenders, and (ii) it would be unfair to both the Tenant and the Lenders to sell the Premises free and clear of the Leasehold Estate. Therefore, the City waives its right to sell the City's fee interest in the Site under section 363(f) of the Bankruptcy Code, free and clear of the Leasehold Estate.

26.11(c) If a bankruptcy proceeding is filed by or on behalf of the City:

- (i) Tenant will be presumed to have objected to any attempt by the City to sell the fee interest free and clear of the Leasehold Estate;
- (ii) if Tenant does not so object, each Lender will have the right to so object on its own behalf or on behalf of the Tenant; and
- (iii) in connection with any such sale, Tenant will not be deemed to have received adequate protection under section 363(e) of the Bankruptcy Code, unless it has received and paid to each Lender the outstanding balance under its respective loan.

26.11(d) City recognizes that the Lenders are authorized on behalf of Tenant to vote, participate in, or consent to any bankruptcy, insolvency, receivership, or court proceeding concerning the Leasehold Estate.

ARTICLE 27 CONDEMNATION AND TAKINGS

27.01 Parties' Rights and Obligations to be Governed by Agreement. If, during the term of this Ground Lease, there is any condemnation of all or any part of the Premises or any interest in the Leasehold Estate is taken by condemnation, the rights and obligations of the parties will be determined under this ARTICLE 27, subject to the rights of any Lender. Accordingly, Tenant waives any right to terminate this Ground Lease upon the occurrence of a partial condemnation under Sections 1265.120 and 1265.130 of the California Code of Civil Procedure, as those sections may from time to time be amended, replaced, or restated.

27.02 Notice. In case of the commencement of any proceedings or negotiations that might result in a condemnation of all or any portion of the Premises during the Term, the party learning of such proceedings will promptly give written notice of the proceedings or negotiations to the other party. The notice will describe with as much specificity as is reasonable, the nature and extent of such condemnation or the nature of such proceedings or negotiations and of the condemnation that might result, as the case may be.

27.03 Total Taking. If the Site is totally taken by condemnation, this Ground Lease will terminate on the date the condemnor has the right to possession of the Site.

27.04 Partial Taking. If any portion of the Premises is taken by condemnation, this Ground Lease will remain in effect, except that Tenant may, with Lender's written consent, elect to terminate this Ground Lease if, in Tenant's reasonable judgment, the remaining portion of the Premises is rendered unsuitable for Tenant's continued use. If Tenant elects to terminate this Ground Lease, Tenant must exercise its right to terminate under this paragraph by giving notice to the City within thirty (30) days after the City notifies Tenant of the nature and the extent of the taking. Tenant's termination notice must include the date of termination, which date may not be earlier than thirty (30) days or later than six (6) months after the date of Tenant's notice; except that this Ground Lease will terminate on the date the condemnor has the right to possession of the Premises if that date falls on a date before the date of termination as designated by Tenant. If Tenant does not terminate this Ground Lease within the thirty (30) day notice period, this Ground Lease will continue in full force and effect.

27.05 Effect on Rent. If any portion of the Premises is taken by condemnation and this Ground Lease remains in full force and effect, then on the date of taking the rent will be reduced by an amount that is in the same ratio to the rent as the value of the area of the portion of the Premises taken bears to the total value of the Premises immediately before the date of the taking.

27.06 Restoration of Improvements. If there is a partial taking of the Premises and this Ground Lease remains in full force and effect under Section 27.04, then Tenant may, subject to the terms of the Leasehold Mortgage, use the proceeds of the taking to accomplish all necessary restoration to the Premises.

27.07 Award and Distribution. Any compensation awarded, paid, or received on a total or partial condemnation of the Premises or threat of condemnation of the Premises will belong to and be distributed in the following order:

- 27.07(a) First, to pay the balance due on any outstanding Leasehold Mortgages and other outstanding or unpaid obligations and/or liabilities, including but not limited to, trade accounts, taxes, payroll accruals, and lease residuals, to the extent provided therein; and
- 27.07(b) Second, to the Tenant in an amount equal to the then fair market value of Tenant's interest in the Improvements and its leasehold interest in the Site (including, but not limited to, the value of Tenant's interest in all subleases to occupants of the Site), such value to be determined as it existed immediately preceding the earliest taking or threat of taking of the Premises; and;
- 27.07(c) Third, to the Landlord.
- 27.07(d) Notwithstanding anything to the contrary set forth in this Section, any portion of the compensation awarded that has been specifically designated by the condemning authority or in the judgment of any court to be payable to the City or Tenant on account of any interest in the Premises separate and apart from the condemned land value, the value of the City's reversionary interest in the Improvements, Tenant's Leasehold Estate, or the value of the Improvements for the remaining unexpired portion of the Term, will be paid to the City or Tenant, as applicable, as so designated by the condemning authority or judgment.

27.08 Payment to Lenders. In the event the Improvements are subject to the lien of a Leasehold Mortgage on the date when any compensation resulting from a condemnation or threatened condemnation is to be paid to Tenant, the award will be disposed of as provided in the Leasehold Mortgages.

27.09 Temporary Condemnation. If there is a condemnation of all or any portion of the Premises for a temporary period lasting less than the remaining Term, this Ground Lease will remain in full force and effect, there will be no abatement of Rent, and the entire award will be payable to Tenant.

27.10 Personal Property; Goodwill. Notwithstanding Section 27.07, the City will not be entitled to any portion of any award payable in connection with the condemnation of the Personal Property of Tenant or any of its subtenants, or any moving expenses, loss of goodwill or business loss or interruption of Tenant, severance damages with respect to any portion of the Premises remaining under this Ground Lease, or other damages suffered by Tenant.

ARTICLE 28 ESTOPPEL CERTIFICATE

The City or Tenant, as the case may be, will execute, acknowledge, and deliver to the other and/or any Lender, promptly upon request, its certificate certifying (a) that this Ground Lease is unmodified and in full force and effect (or, if there have been modifications, that this Ground Lease is in full force and effect, as modified, and stating the modifications), (b) the

dates, if any, to which rent has been paid, (c) whether there are then existing any charges, offsets, or defenses against the enforcement by the City or Tenant to be performed or observed and, if so, specifying them, and (d) whether there are then existing any defaults by Tenant or the City in the performance or observance by Tenant or the City of any agreement, covenant, or condition on the part of Tenant or the City to be performed or observed under this Ground Lease, and whether any notice has been given to Tenant or the City of any default that has not been cured and, if so, specifying the uncured default. Tenant will use commercially reasonable efforts (by inserting a provision similar to this one into the leases of its Non-residential Occupants) to cause the Non-residential Occupants to execute and deliver to the City a certificate as described above with respect to its sublease within thirty (30) days after request.

ARTICLE 29 SURRENDER AND QUITCLAIM

29.01 Surrender.

29.01(a)Upon expiration or earlier termination of this Ground Lease, Tenant will surrender to the City the Premises in good order, condition, and repair (except for ordinary wear and tear occurring after the last necessary maintenance made by Tenant and except for Casualty or Condemnation as described in ARTICLE 20 and ARTICLE 27). Ordinary wear and tear will not include any damage or deterioration that would have been prevented by proper maintenance by Tenant, or Tenant otherwise performing all of its obligations under this Ground Lease. The Premises must be surrendered clean, free of debris, waste, and Hazardous Substances, and free and clear of all liens and encumbrances other than liens and encumbrances existing as of the date of this Ground Lease and any other encumbrances created or approved in writing by the City. On or before the expiration or earlier termination of this Ground Lease, Tenant at its sole cost will remove from the Premises, and repair any damage caused by removal of, Personal Property, including any signage. Improvements and Changes will remain in the Premises as City property and title to the Improvements and any Changes will be conveyed to the City as provided in ARTICLE 13 above.

29.01(b)If the Premises are not surrendered at the end of the Term or sooner termination of this Ground Lease, and in accordance with the provisions of this ARTICLE 29, Tenant will continue to be responsible for the payment of Annual Rent until the Premises are surrendered in accordance with this ARTICLE 29, and Tenant will indemnify, defend, and hold harmless the Indemnified Parties from and against any and all Claims resulting from delay by Tenant in surrendering the Premises including, without limitation, any costs of the City to obtain possession of the Premises; any loss or liability resulting from any Claim against the City made by any succeeding tenant or prospective tenant founded on or resulting from such delay; and losses to the City due to lost opportunities to lease any portion of the Premises to any such succeeding tenant or prospective tenant, together with, in each instance, reasonable attorneys' fees and costs.

29.01(c)No act or conduct of the City or MOHCD, including, but not limited to, the acceptance of the keys to the Premises, will constitute an acceptance of the

surrender of the Premises by Tenant before the expiration of the Term. Only a written notice from the City to Tenant confirming termination of this Ground Lease and surrender of the Premises by Tenant will constitute acceptance of the surrender of the Premises and accomplish a termination of this Ground Lease.

29.02 Quitclaim. On the expiration or earlier termination of this Ground Lease, the Improvements will automatically, and without further act or conveyance on the part of Tenant or the City, become the property of the City, free and clear of all liens and without payment therefore by the City, as provided in ARTICLE 13. On expiration or sooner termination of this Ground Lease, Tenant must surrender the Premises to the City and, at the City's request, will execute, acknowledge, and deliver to the City a good and sufficient quitclaim deed with respect to any interest of Tenant in the Premises.

29.03 Abandoned Property. Any items, including Personal Property, not removed by Tenant on the expiration or termination of this Ground Lease will be deemed abandoned. The City may retain, store, remove, and sell or otherwise dispose of abandoned Personal Property, and Tenant waives all Claims against the City for any damages resulting from the City's retention, removal, and disposition of abandoned Personal Property; provided, however, that Tenant will be liable to the City for all costs incurred in storing, removing, and disposing of abandoned Personal Property and repairing any damage to the Premises resulting from its removal. The City may elect to sell abandoned Personal Property and offset against the sales proceeds the City's storage, removal, and disposition costs without notice to Tenant or otherwise according to the procedures set forth in California Civil Code Section 1993, the benefits of which Tenant waives.

29.04 Survival. Tenant's obligation under this ARTICLE 29 will survive the expiration or earlier termination of this Ground Lease.

ARTICLE 30 EQUAL OPPORTUNITY

In the selection of all contractors and professional consultants for the Project, Tenant will comply with the applicable requirements of the Local Business Enterprise Utilization and Non-Discrimination in Contracting Ordinance under Administrative Code Chapter 14B ("LBE Ordinance") and will incorporate such requirements in contracts with any Contractors and Subcontractors.

ARTICLE 31 CITY PREFERENCE PROGRAMS

To the extent permitted by applicable Law, Tenant will comply with the requirements of the City's current housing preference programs, as amended from time to time; provided, however, that such requirements will apply only to the extent permitted by the requirements of non-City funding approved by the City for the Project.

ARTICLE 32 RESERVED

ARTICLE 33 CONFLICT OF INTEREST

No commissioner, official, or employee of the City may have any personal or financial interest, direct or indirect, in this Ground Lease, and any such commissioner, official, or

employee may not participate in any decision relating to this Ground Lease that affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.

ARTICLE 34 NO PERSONAL LIABILITY

No commissioner, official, or employee of the City will be personally liable to Tenant or any successor in interest in the event of any default or breach by the City or for any amount that may become due to Tenant or its successors or on any obligations under the terms of this Ground Lease.

ARTICLE 35 ENERGY CONSERVATION

Tenant will use its best efforts to maximize provision of, and incorporation of, both energy conservation techniques and systems and improved waste-handling methodology in the rehabilitation of the Improvements.

ARTICLE 36 WAIVER

The waiver by the City or Tenant of any term, covenant, agreement or condition in this Ground Lease will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement, or condition in this Ground Lease, and no custom or practice that may grow up between the parties in the administration of this Ground Lease may be construed to waive or to lessen the right of the City or Tenant to insist upon the performance by the other in strict accordance with the its terms. The subsequent acceptance of rent or any other sum by the City will not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, agreement, or condition of this Ground Lease, other than the failure of Tenant to pay the particular rent or other sum accepted, regardless of the City's knowledge of the preceding breach at the time of acceptance of such rent or other sum. Any waiver by the City of any term or provision of this Ground Lease must be in writing.

ARTICLE 37 TENANT RECORDS

Upon reasonable notice during normal business hours, and as often as the City may deem necessary, Tenant will make available to the City and its authorized representatives for examination all records, reports, data, and information made or kept by Tenant regarding its activities or operations on the Premises. Nothing contained in this Ground Lease will entitle the City to inspect personal histories of residents or lists of donors or supporters. To the extent that it is permitted by Law to do so, the City will respect the confidentiality requirements of Tenant in regard to the lists above of the names of Residential Occupants of the Premises furnished by Tenant under to ARTICLE 7 above.

ARTICLE 38 NOTICES AND CONSENTS

All notices, demands, consents, or approvals that may be given or are required to be given by either party to the other under this Ground Lease must be in writing and will be deemed 835to have been fully given when delivered in person to such representatives of the Tenant, and

the City, or when deposited in the United States mail, certified, postage prepaid, or by express delivery service with a delivery receipt and addressed to:

if to Tenant at: 835 Turk LLC
c/o Five Keys Schools and Programs
70 Oak Grove Street
San Francisco, CA 94107
Attn: Steve Good

if to the City at: San Francisco Mayor's Office of Housing and Community Development
One South Van Ness Avenue, 5th Floor
San Francisco, California 94103
Attn.: Director

or to such other address with respect to either party as that party may from time to time designate by notice to the other given under the provisions of this ARTICLE 38. Any notice given under this ARTICLE 38 will be effective on the date of delivery or the date delivery is refused as shown on the delivery receipt. Courtesy copies of notices may be delivered by email.

ARTICLE 39 HEADINGS

Any titles of the paragraphs, articles, and sections of this Ground Lease are inserted for convenience only and will be disregarded in construing or interpreting any of its provisions. "Paragraph," "article," and "section" may be used interchangeably.

ARTICLE 40 SUCCESSORS AND ASSIGNS

This Ground Lease will be binding upon and inure to the benefit of the successors and assigns of the City and Tenant and where the term "Tenant" or "City" is used in this Ground Lease, it means and includes their respective successors and assigns; provided, however, that the City will have no obligation under this Ground Lease to, and no benefit of this Ground Lease will accrue to, any unapproved successor or assign of Tenant where City approval of a successor or assign is required by this Ground Lease. If and when the City sells the Site to any third party, City will require such third party to assume all of the City's obligations under this Ground Lease arising on and after the transfer in writing for the benefit Tenant and its successors and assigns.

ARTICLE 41 TIME

Time is of the essence in the enforcement of the terms and conditions of this Ground Lease.

ARTICLE 42 PARTIAL INVALIDITY

If any provisions of this Ground Lease are determined to be illegal or unenforceable, that determination will not affect any other provision of this Ground Lease and all the other provisions of this Ground Lease will remain in full force and effect.

ARTICLE 43 APPLICABLE LAW; NO THIRD PARTY BENEFICIARY

This Ground Lease is governed by and construed under the laws of the State of California. This Ground Lease is entered into solely among, between, and for the benefit of, and may be enforced only by, the parties hereto and does not create rights in any other third party.

ARTICLE 44 RESERVED

ARTICLE 45 EXECUTION IN COUNTERPARTS

This Ground Lease and any memorandum hereof may be executed in counterparts, each of which will be considered an original, and all of which will constitute one and the same instrument.

ARTICLE 46 BROKERS

Neither party has had any contact or dealings regarding the leasing of the Land, or any communication in connection therewith, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the ground lease contemplated herein. If any broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings, or communication, the party through whom the broker or finder makes a claim will be responsible for such commission or fee and will indemnify, defend and hold harmless the other party from any and all Claims. The provisions of this Section will survive any termination of this Ground Lease.

ARTICLE 47 RECORDATION OF MEMORANDUM OF GROUND LEASE

This Ground Lease may not be recorded, but a memorandum of this Ground Lease will be recorded in the form attached hereto as Attachment 4 ("Memorandum of Ground Lease"). The parties will execute the memorandum in form and substance as required by a title insurance company insuring Tenant's leasehold estate or the interest of any Leasehold Mortgagee, and sufficient to give constructive notice of the Ground Lease to subsequent purchasers and mortgagees.

ARTICLE 48 SURVIVAL

Termination or expiration of this Ground Lease will not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this Ground Lease, the ability to collect any damages or sums due, and it will not

affect any provision of this Ground Lease that expressly states it will survive termination or expiration of this Ground Lease.

ARTICLE 49 RESERVED

ARTICLE 50 CITY PROVISIONS

50.01 Non-Discrimination.

50.01(a) **Covenant Not to Discriminate.** In the performance of this Ground Lease, Tenant covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, weight, height, or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with Tenant, in any of Tenant's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Tenant.

50.01(b) **Subleases and Other Subcontracts.** Tenant must include in all subleases and other subcontracts relating to the Premises a non-discrimination clause applicable to any subtenant or other subcontractor in substantially the form of Section 50.01(a) above. In addition, Tenant must incorporate by reference in all subleases and other subcontracts the provisions of San Francisco Labor and Employment Code Article 131, Section 131.2(a), (c)-(k), and Section 132.3 and must require all subtenants and other subcontractors to comply with those provisions. Tenant's failure to comply with the obligations in this subsection will constitute a material breach of this Ground Lease.

50.01(c) **Non-Discrimination in Benefits.** Tenant does not as of the date of this Ground Lease and will not during the Term, in any of its operations in San Francisco or with respect to its operations under this Ground Lease elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits, or travel benefits (collectively "**Core Benefits**"), as well as any benefits other than Core Benefits, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity under state or local Law authorizing such registration, subject to the conditions set forth in San Francisco Labor and Employment Code Article 131, Section 131.2(b)..

50.01(d) **Condition to Lease.** As a condition to this Ground Lease, Tenant will execute the City's Declaration: Nondiscrimination in Contracts and Benefits form with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division ("CMD").

50.01(e) Incorporation of Labor and Employment Code Provisions by Reference. The provisions of San Francisco Labor and Employment Code Article 131 and Article 132 relating to non-discrimination by Parties contracting for the lease of City property are incorporated in this Section by reference and made a part of this Ground Lease as though fully set forth herein. Tenant must comply fully with and be bound by all of the provisions that apply to this Ground Lease under these Articles of the Labor and Employment Code, including, but not limited to, the remedies provided in such Articles. Without limiting the foregoing, Tenant understands that under Article 131, Section 131.2(h) of the San Francisco Labor and Employment Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Ground Lease may be assessed against Tenant and/or deducted from any payments due Tenant.

50.02 MacBride Principles—Northern Ireland. The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 *et seq.* The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Tenant acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

50.03 Conflicts of Interest. Tenant states that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 *et seq.* and Section 1090 *et seq.* of the Government Code of the State of California, certifies that it knows of no facts that would constitute a violation of those provisions and agrees that if Tenant becomes aware of any such fact during the term of this Ground Lease Tenant will immediately notify the City. Tenant further certifies that it has made a complete disclosure to the City of all facts bearing on any possible interests, direct or indirect, that Tenant believes any officer or employee of the City presently has or will have in this Ground Lease or in the performance thereof or in any portion of the profits thereof. Willful failure by Tenant to make such disclosure, if any, will constitute grounds for City's termination and cancellation of this Ground Lease.

50.04 Charter Provisions. This Ground Lease is governed by and subject to the provisions of the Charter of the City and County of San Francisco. Accordingly, Tenant acknowledges and agrees that no officer or employee of the City has authority to commit the City to this Ground Lease unless and until a resolution of the City's Board of Supervisors has been duly enacted approving this Ground Lease. Therefore, any obligations or liabilities of the City under this Ground Lease are contingent upon enactment of a resolution, and this Ground Lease will be null and void unless the City's Mayor and the Board of Supervisors approve this Ground Lease, in their respective sole and absolute discretion, and in accordance with all applicable Laws. Approval of this Ground Lease by any City department, commission, or agency may not be deemed to imply that a resolution will be enacted or create any binding obligations on the City.

50.05 Tropical Hardwood/Virgin Redwood Ban. Under Section 804(b) of the San Francisco Environment Code, the City and County of San Francisco urges companies not to import,

purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product. Except as permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, Tenant will not use any items in the rehabilitation, development, or operation of the Premises or otherwise in the performance of this Ground Lease that are tropical hardwoods, tropical hardwood wood products, virgin redwood, or virgin redwood wood products.

50.06 Tobacco Product Advertising Ban. Tenant acknowledges and agrees that no advertising of cigarettes or tobacco products are allowed on the Premises. The foregoing prohibition includes the placement of the name of a company producing, selling, or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product, or on any sign. The foregoing prohibition will not apply to any advertisement sponsored by a state, local, or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

50.07 Pesticide Ordinance. Tenant must comply with the provisions of Section 308 of Chapter 3 of the San Francisco Environment Code (the “**Pesticide Ordinance**”), which (a) prohibit the use of certain pesticides on City property, (b) require the posting of certain notices and the maintenance of certain records regarding pesticide usage, and (c) require Tenant to submit to the City’s Department of the Environment an integrated pest management (“**IPM**”) plan that (i) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Tenant may need to apply to the Premises during the Term of this Ground Lease, (ii) describes the steps Tenant will take to meet the City’s IPM Policy described in Section 39.1 of the Pesticide Ordinance, and (iii) identifies, by name, title, address, and telephone number, an individual to act as the Tenant’s primary IPM contact person with City. In addition, Tenant must comply with the requirements of Sections 303(a) and 303(b) of the Pesticide Ordinance. Nothing in this Ground Lease will prevent Tenant, acting through the City, from seeking a determination from the City’s Commission on the Environment that Tenant is exempt from complying with certain portions of the Pesticide Ordinance as provided in Section 307 thereof.

50.08 Compliance with City's Sunshine Ordinance. Tenant understands and agrees that under the City's Sunshine Ordinance (S.F. Admin. Code, Chapter 67) and the State Public Records Law (Cal. Gov. Code §§ 6250 *et seq.*), this Ground Lease and any and all records, information and materials submitted to the City hereunder are public records subject to public disclosure. Tenant hereby authorizes the City to disclose any records, information, and materials submitted to the City in connection with this Ground Lease as required by Law. Further, Tenant specifically agrees to conduct any meeting of its governing board that addresses any matter relating to the Project or to Tenant’s performance under this Ground Lease as a passive meeting.

50.09 Notification of Limitations on Contributions. Through its execution of this Ground 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 any land or building to or from the City whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for such contract until the termination of negotiations for such contract or three (3)

months has elapsed from the date the contract is approved by the City elective officer, or the board on which that City elective officer serves.

50.10 Requiring Health Benefits for Covered Employees. Unless exempt, Tenant will comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (the “HCAO”), as set forth in San Francisco Labor and Employment Code Article 121 (“Article 121”), including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Article 121 are incorporated in this Ground Lease by reference and made a part of this Ground Lease as though fully set forth. The text of the HCAO is available on the web at www.sfgov.org/oca/lwlh.htm. Capitalized terms used in this Section and not defined in this Ground Lease have the meanings assigned to that terms in Article 121. Notwithstanding this requirement, City recognizes that the residential housing component of the Improvements is not subject to the HCAO.

50.10(a) For each Covered Employee, Tenant must provide the appropriate health benefit set forth in Section 121.3 of the HCAO. If Tenant chooses to offer the health plan option, the health plan must meet the minimum standards set forth by the San Francisco Health Commission.

50.10(b) If Tenant is a small business as defined in Section 121.3(d) of the HCAO, Tenant will have no obligation to comply with Section 50.10(a) above.

50.10(c) Tenant's failure to comply with the HCAO will constitute a material breach of this Ground Lease. If Tenant fails to cure its breach within thirty (30) days after receiving the City's written notice of a breach of this Ground Lease for violating the HCAO or, if the breach cannot reasonably be cured within the 30-day period and Tenant fails to commence efforts to cure within the 30-day period, or thereafter fails diligently to pursue the cure to completion, then the City will have the right to pursue the remedies set forth in Section 121.5(f)(1-5) of the HCAO. Each of these remedies will be exercisable individually or in combination with any other rights or remedies available to the City.

50.10(d) Reserved.

50.10(e) Tenant may not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying the City with regard to Tenant's compliance or anticipated compliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

50.10(f) Tenant represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

50.10(g) Tenant must keep itself informed of the current requirements of the HCAO as they may change during the Term.

50.10(h) Tenant must provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on subtenants, as applicable.

50.10(i) Tenant must provide City with access to records pertaining to compliance with HCAO after receiving a written request from the City to do so and being provided at least five (5) business days to respond.

50.10(j) The City may conduct random audits of Tenant to ascertain its compliance with HCAO. Tenant will cooperate with the City when it conducts audits.

50.10(k) If Tenant is exempt from the HCAO when this Ground Lease is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Tenant later enters into an agreement or agreements that cause Tenant's aggregate amount of all agreements with the City to reach \$75,000, all the agreements will be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Tenant and MOHCD to be equal to or greater than \$75,000 in the fiscal year.

50.11 Public Access to Meetings and Records. If Tenant receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Tenant must comply with and will be bound by all the applicable provisions of that Chapter. By executing this Ground Lease, Tenant will open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. Further, Tenant will make good-faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. Tenant acknowledges that its material failure to comply with any of the provisions of this paragraph will constitute a material breach of this Ground Lease. Tenant further acknowledges that such material breach of this Ground Lease will be grounds for City to terminate and/or not renew this Ground Lease, partially or in its entirety.

50.12 Resource-Efficient Building Ordinance. Tenant acknowledges that the City and County of San Francisco has enacted San Francisco Environment Code Chapter 7 relating to resource-efficient City buildings and resource-efficient pilot projects. Tenant will comply with the applicable provisions of such code sections as those sections may apply to the Premises.

50.13 Drug Free Work Place. Tenant acknowledges that under the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, possession, or use of a controlled substance is prohibited on City premises. Any violation of this prohibition by Tenant, its agents, or assigns will be deemed a material breach of this Ground Lease.

50.14 Preservative Treated Wood Containing Arsenic. Tenant may not purchase preservative-treated wood products containing arsenic in the performance of this Ground Lease unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" means wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited

to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Tenant may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Tenant from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term “saltwater immersion” means a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

50.15 Nondisclosure of Private Information. Tenant will comply fully with and be bound by all of the provisions of Chapter 12M of the San Francisco Administrative Code (the “**Nondisclosure of Private Information Ordinance**”), including the remedies provided. The provisions of the Nondisclosure of Private Information Ordinance are incorporated and made a part of this Ground Lease as though fully set forth. Capitalized terms used in this section and not defined in this Ground Lease have the meanings assigned to those terms in the Nondisclosure of Private Information Ordinance. Consistent with the requirements of the Nondisclosure of Private Information Ordinance, Tenant agrees to all of the following:

50.15(a) Neither Tenant nor any of its subcontractors will disclose Private Information, unless one of the following is true:

- (i) The disclosure is authorized by this Ground Lease;
- (ii) Tenant received advance written approval from the Contracting Department to disclose the information; or
- (iii) The disclosure is required by law or judicial order.

50.15(b) Any disclosure or use of Private Information authorized by this Ground Lease must be in accordance with any conditions or restrictions stated in this Ground Lease. Any disclosure or use of Private Information authorized by a Contracting Department must be in accordance with any conditions or restrictions stated in the approval.

50.15(c) Private Information means any information that: (1) could be used to identify an individual, including, without limitation, name, address, social security number, medical information, financial information, date and location of birth, and names of relatives; or (2) the law forbids any person from disclosing.

50.15(d) Any failure of Tenant to comply with the Nondisclosure of Private Information Ordinance will be a material breach of this Ground Lease. In such an event, in addition to any other remedies available to it under equity or law, City may terminate this Ground Lease, debar Tenant, or bring a false claim action against Tenant.

50.16 Graffiti. Graffiti is detrimental to the health, safety, and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental

to property values, business opportunities, and the enjoyment of life; is inconsistent with City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Tenant will remove all graffiti from the Premises and any real property owned or leased by Tenant in the City and County of San Francisco within forty-eight (48) hours of the earlier of Tenant's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require Tenant to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn, or painted on any building, structure, fixture, or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards, and fencing surrounding construction Premises, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" does not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code section 987 *et seq.*) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 *et seq.*). Any failure of Tenant to comply with this section of this Ground Lease will constitute an event of default of this Ground Lease.

50.17 Incorporation. Each and every provision of the San Francisco Administrative Code described or referenced in this Ground Lease is hereby incorporated by reference as though fully set forth herein. Failure of Tenant to comply with any provision of this Ground Lease relating to any such code provision will be governed by ARTICLE 19 of this Ground Lease, unless (i) such failure is otherwise specifically addressed in this Ground Lease or (ii) such failure is specifically addressed by the applicable code section.

50.18 Food Service Waste Reduction. Tenant will comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided therein, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Ground Lease as though fully set forth herein. Accordingly, Tenant acknowledges that City contractors and lessees may not use Disposable Food Service Ware that contains Polystyrene Foam in City Facilities and while performing under a City contract or lease, and will instead use suitable Biodegradable/ Compostable or Recyclable Disposable Food Service Ware. This provision is a material term of this Ground Lease. By entering into this Ground Lease, Tenant agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine. Without limiting City's other rights and remedies, Tenant agrees that the sum of One Hundred Dollars (\$100.00) liquidated damages for the first breach, Two Hundred Dollars (\$200.00) liquidated damages for the second breach in the same year, and Five Hundred Dollars (\$500.00) liquidated damages for subsequent breaches

in the same year is a reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Ground Lease was made. Those amounts will not be considered a penalty, but rather agreed upon monetary damages sustained by the City because of Tenant's failure to comply with this provision.

50.19 Local Hire Requirements. Any undefined, initially-capitalized term used in this Section has the meaning given to that term in San Francisco Administrative Code Section 23.62 (the “**Local Hiring Requirements**”). Improvements and Changes (as defined in this Ground Lease) are subject to the Local Hiring Requirements unless the cost for such work is (i) estimated to be less than \$750,000 per building permit or (ii) meets any of the other exemptions in the Local Hiring Requirements. Tenant will comply with the Local Hiring Requirements to the extent applicable. Before starting any Tenant Improvement Work or any Alteration, Tenant will contact City’s Office of Economic Workforce and Development (“**OEWD**”) to verify if the Local Hiring Requirements apply to the work (*i.e.*, whether the work is a “**Covered Project**”).

Tenant will include, and will require its subtenants to include, a requirement to comply with the Local Hiring Requirements in any contract for a Covered Project with specific reference to San Francisco Administrative Code Section 23.62. Each contract must name the City and County of San Francisco as a third-party beneficiary for the limited purpose of enforcing the Local Hiring Requirements, including the right to file charges and seek penalties. Tenant will cooperate, and require its subtenants to cooperate, with the City in any action or proceeding against a contractor or subcontractor that fails to comply with the Local Hiring Requirements when required. Tenant’s failure to comply with its obligations under this Section will constitute a material breach of this Ground Lease. A contractor’s or subcontractor’s failure to comply with this Section will enable the City to seek the remedies specified in San Francisco Administrative Code Section 23.62 against the breaching party.

50.20 Criminal History in Hiring and Employment Decisions.

50.20(a) Unless exempt, Tenant will comply with and be bound by all of the provisions of Article 142 of the San Francisco Labor and Employment Code (Criminal History in Hiring and Employment Decisions; “**Article 142**”), which are hereby incorporated as may be amended from time to time, regarding applicants and employees of Tenant who would be or are performing work at the Site.

50.20(b) Tenant will incorporate by reference the provisions of Article 142 in all subleases of a portion or all of the Site, if any, and will require all subtenants to comply with its provisions. Tenant’s failure to comply with the obligations in this subsection will constitute a material breach of this Ground Lease.

50.20(c) Tenant and subtenants (if any) may not inquire about, require disclosure of, or if such information is received base an Adverse Action (as defined in Article 142) on an applicant’s or potential applicant for employment, or employee’s: (1) Arrest (as defined in Article 142) not leading to a Conviction (as defined in Article 142), unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially

dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

50.20(d) Tenant and subtenants (if any) may not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in Section 50.20(c) above. Tenant and subtenants (if any) may not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

50.20(e) Tenant and subtenants (if any) will state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment with Tenant or subtenant at the Site, that the Tenant or subtenant will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Article 142.

50.20(f) Tenant and subtenants (if any) will post the notice prepared by the Office of Labor Standards Enforcement (“OLSE”), available on OLSE’s website, in a conspicuous place at the Site and at other workplaces within San Francisco where interviews for job opportunities at the Site occur. The notice will be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the Site or other workplace at which it is posted.

50.20(g) Tenant and subtenants (if any) understand and agree that upon any failure to comply with the requirements of Article 142, the City will have the right to pursue any rights or remedies available under Article 142 or this Ground Lease, including but not limited to a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant, or other person as to whom a violation occurred or continued, termination, or suspension in whole or in part of this Ground Lease.

50.20(h) If Tenant has any questions about the applicability of Article 142, it may contact the City’s Real Estate Division for additional information. City’s Real Estate Division may consult with the Director of the City’s Office of Contract Administration who may also grant a waiver, as set forth in Article 142.8.

50.21 Prevailing Wages and Working Conditions. Any undefined, initially-capitalized term used in this Section has the meaning given to that term in San Francisco Administrative Code Section 23.61. Tenant will require its Contractors and Subcontractors performing (i) labor in connection with a “public work” as defined under California Labor Code Section 1720 *et seq.* (which includes certain construction, alteration, maintenance, demolition, installation, repair, carpet laying, or refuse hauling work if paid for in whole or part out of public funds) or (ii) Covered Construction, at the Premises to (1) pay workers performing such work not less than the Prevailing Rate of Wages, (2) provide the same hours, working conditions, and benefits as in

each case are provided for similar work performed in San Francisco County, and (3) employ Apprentices in accordance with San Francisco Administrative Code Section 23.61 (collectively, “**Prevailing Wage Requirements**”). Tenant will cooperate with the City in any action or proceeding against a Contractor or Subcontractor that fails to comply with the Prevailing Wage Requirements.

Tenant will include, and will require its subtenants, and Contractors and Subcontractors (regardless of tier) to include, the Prevailing Wage Requirements and the agreement to cooperate in City enforcement actions in any Construction Contract with specific reference to San Francisco Administrative Code Section 23.61. Each such Construction Contract must name the City and County of San Francisco, affected workers, and employee organizations formally representing affected workers as third party beneficiaries for the limited purpose of enforcing the Prevailing Wage Requirements, including the right to file charges and seek penalties against any Contractor or Subcontractor in accordance with San Francisco Administrative Code Section 23.61. Tenant’s failure to comply with its obligations under this Section will constitute a material breach of this Ground Lease. A Contractor’s or Subcontractor’s failure to comply with this Section will enable the City to seek the remedies specified in San Francisco Administrative Code Section 23.61 against the breaching party. For the current Prevailing Rate of Wages, contact the City’s Office of Labor Standards Enforcement.

50.22 Consideration of Salary History Tenant will comply with San Francisco Labor and Employment Code Article 141, the Consideration of Salary History Ordinance or “Pay Parity Act.” For each employment application to Tenant for work that relates to this Agreement or for work to be performed in the City or on City property, Tenant is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant. Tenant will not (1) ask such applicants about their current or past salary or (2) disclose a current or former employee’s salary history without that employee’s authorization unless the salary history is publicly available. Tenant is subject to the enforcement and penalty provisions in Article 141. Information about Article 141 is available on the web at <https://sfgov.org/olse/consideration-salary-history>.

50.23 Sugar-Sweetened Beverage Prohibition Tenant will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Ground Lease.

50.24 Possessory Interest Reporting

50.24(a) Tenant recognizes and understands that this Ground Lease may create a possessory interest subject to property taxation and that Tenant may be subject to the payment of property taxes levied on such interest.

50.24(b) San Francisco Administrative Code Sections 23.38 and 23.39 require that certain information relating to the creation, renewal, extension, assignment, sublease, or other transfer of this Ground Lease be provided to the County Assessor within sixty (60) days after the transaction. Accordingly, Tenant must provide a copy of this Ground Lease to the County Assessor not later than sixty (60) days after the Effective Date, and any failure of Tenant to timely provide a copy of this Ground

Lease to the County Assessor will be a default under this Ground Lease. Tenant will also timely provide any information that City may request to ensure compliance with this or any other reporting requirement.

50.25 Vending Machines; Nutritional Standards. Tenant may not install or permit any vending machine on the Premises without the prior written consent of Landlord. Any permitted vending machine must comply with the food nutritional and calorie labeling requirements set forth in San Francisco Administrative Code section 4.9-1(c), as may be amended from time to time (the “**Nutritional Standards Requirements**”). Tenant will incorporate the Nutritional Standards Requirements into any contract for the installation of a vending machine on the Premises or for the supply of food and beverages to that vending machine. Failure to comply with the Nutritional Standards Requirements or to otherwise comply with this Section 50.24 will be deemed a material breach of this Ground Lease. Without limiting Landlord’s other rights and remedies under this Ground Lease, Landlord will have the right to require the immediate removal of any vending machine on the Premises that is not permitted or that violates the Nutritional Standards Requirements.

50.26 San Francisco Packaged Water Ordinance. Tenant will comply with San Francisco Environment Code Chapter 24 (“**Chapter 24**”). Tenant will not sell, provide or otherwise distribute Packaged Water, as defined in Chapter 24 (including bottled water), in the performance of this Agreement or on City property unless Tenant obtains a waiver from the City’s Department of the Environment. If Tenant violates this requirement, the City may exercise all remedies in this Agreement and the Director of the City’s Department of the Environment may impose administrative fines as set forth in Chapter 24.

ARTICLE 51 COMPLETE AGREEMENT

There are no oral agreements between Tenant and the City affecting this Ground Lease, and this Ground Lease supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings between Tenant and the City with respect to the lease of the Site.

ARTICLE 52 AMENDMENTS

Neither this Ground Lease nor any terms or provisions hereof may be changed, waived, discharged, or terminated, except by a written instrument signed by the party against which the enforcement of the change, waiver, discharge, or termination is sought. No waiver of any breach will affect or alter this Ground Lease, but each and every term, covenant, and condition of this Ground Lease will continue in full force and effect with respect to any other then-existing or subsequent breach thereof. Any amendments or modifications to this Ground Lease, including, without limitation, amendments to or modifications to the exhibits to this Ground Lease, will be subject to the mutual written agreement of City and Tenant, and City’s agreement may be made upon the sole approval of the City’s Director of Property, or his or her designee; provided, however, material amendments, or modifications to this Ground Lease (a) changing the legal description of the Site, (b) increasing the Term, (c) increasing the Rent, (d) changing the general use of the Site from the use authorized under this Ground Lease, and (e) any other amendment or

modification which materially increases the City's liabilities or financial obligations under this Ground Lease will additionally require the approval of the City's Board of Supervisors.

ARTICLE 53 ATTACHMENTS

The following are attached to this Ground Lease and by this reference made a part hereof:

1. Legal Description of Site
2. Schedule of Performance
3. City Consent of Leasehold Mortgage
4. Reserved
5. Memorandum of Ground Lease
6. Form of Income Certification Form

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS GROUND LEASE, TENANT ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY TO THIS GROUND LEASE UNLESS AND UNTIL CITY'S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING THIS GROUND LEASE AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED HEREBY. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY UNDER THIS GROUND LEASE ARE CONTINGENT UPON ADOPTION OF SUCH A RESOLUTION AND THIS GROUND LEASE WILL BE NULL AND VOID IF CITY'S MAYOR AND THE BOARD OF SUPERVISORS DO NOT APPROVE THIS GROUND LEASE, IN THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF THIS GROUND LEASE BY ANY DEPARTMENT, COMMISSION, OR AGENCY OF CITY WILL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ENACTED, AND NO SUCH APPROVAL WILL CREATE ANY BINDING OBLIGATIONS ON CITY.

IN WITNESS WHEREOF, the Tenant and the City have executed this Ground Lease as of the day and year first above written.

TENANT:

835 Turk LLC,
a California limited liability company

By: Five Keys Schools and Programs,
a California nonprofit public benefit company,
its sole managing member

By: _____

Steve Good
President

CITY AS LANDLORD:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____

Sarah R. Oerth
Director of Property

By: _____

Shireen McSpadden
Director, Department of Homelessness and Supportive Housing

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

By: _____

Jessie Alfaro-Cassella
Deputy City Attorney

ATTACHMENT 1
LEGAL DESCRIPTION OF THE SITE

For APN/Parcel ID(s): Lot 016A, Block 0761

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

BEGINNING at a point on the Southerly line of Turk Street, distant South 80° 55' West thereon 137.50 feet from the Westerly line of Franklin Street; running thence South 80° 55' West along the said line of Turk Street 57.50 feet; thence at a right angle South 9° 05' East 120 feet to the Northerly line of Elm Street; thence North 80° 55' East along the said line of Elm Street 57.50 feet; thence North 9° 05' West 120 feet to the point of beginning.

BEING a portion of Western Addition Block No. 135.

PARCEL II:

TOGETHER with and as an appurtenance thereto, a perpetual easement for light and air, over and along the real property described at a level above 15 feet in height from the level of Turk Street, a presently constituted, as provided for in the Final Order and Decree of Condemnation had in Superior Court Action No. 404493 entitled, "State of California vs. Fred J. E. Meyer, et al.", a certified copy of which decree was recorded July 30, 1952, in Book 5974, at Page 102 of Official Records, Series No. 6660, to wit:

BEGINNING at a point on the Southerly line of Turk Street, distant thereon 100 feet Westerly from the Westerly line of Franklin Street; running thence Westerly along the said line of Turk Street 37 feet 6inches; thence at a right angle Southerly 120 feet to the Northerly line of Elm Street; thence at a right angle Easterly along the said line of Elm Street 37 feet 6 inches; thence at a right angle Northerly 120 feet to the point of beginning.

BEING part of Western Addition Block No. 135

Street Address: 835 Turk Street, San Francisco, CA

ATTACHMENT 2
SCHEDULE OF PERFORMANCE

Attached.

ATTACHMENT 3

CITY CONSENT OF LEASEHOLD MORTGAGE

Date:

Department Homelessness and Supportive Housing of the
City and County of San Francisco

Attn: Director
440 Turk Street
San Francisco, CA 94103

RE: 835 Turk Street, San Francisco (LEASEHOLD MORTGAGE)

Dear Sir or Madam:

Under Section 25.01 of the _____ Ground Lease, dated _____, 2025, between the City and County of San Francisco (“City”) and 835 Turk LLC a California limited liability company, we are formally requesting the City’s consent to our placing a leasehold mortgage upon the leasehold estate of the above referenced development. The following information is provided in order for the City to provide its consent:

Lender:

Principal Amount:

Interest:

Term:

Attached hereto are unexecuted draft loan documents, including the loan agreement, promissory note, and all associated security agreements which we understand are subject to the review and approval by the City. Furthermore, we are willing to supply any additional documentation related to the leasehold mortgage which the City deems necessary.

Sincerely,

_____,
a California _____

By: _____

Name: _____

Title: _____

enc.

By signing this letter, the City consents to the leasehold mortgage, under the terms and conditions of Section 25.01 of the _____ Ground Lease, dated _____, 2025.

Department of Homelessness and Supportive Housing

Shireen McSpadden Director,
Department of Homelessness and Supportive Housing

ATTACHMENT 4

MEMORANDUM OF GROUND LEASE

Free Recording Requested under
Government Code Section 27383

When recorded, mail to:

Department of Homelessness and Supportive Housing
of the City and County of San Francisco
440 Turk Street
San Francisco, California 94103
Attn: Director

MEMORANDUM OF GROUND LEASE

This Memorandum of Ground Lease (“Memorandum”) is entered into as of _____, 2025, by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the “City”), acting by and through its Real Estate Division and the Department of Homelessness and Supportive Housing, and 835 Turk LLC, a California limited liability company, as tenant (“Tenant”), with respect to that certain Ground Lease (the “Lease”) dated _____, 2025 between the City and Tenant.

Under the Lease, City hereby leases to Tenant and Tenant leases from City the real property more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the “Property”). The Lease will commence on the date set forth above and will end on the date that is fifty-five (55) years from the date set forth above, unless terminated earlier or extended pursuant to the terms of the Lease.

It is the intent of the parties to the Lease that the Lease creates a constructive notice of severance of the Improvements (as defined in the Lease), without the necessity of a deed from Lessor to Lessee, which Improvements are and will remain real property.

This Memorandum incorporates herein all of the terms and provisions of the Lease as though fully set forth herein.

This Memorandum is solely for recording purposes and will not be construed to alter, modify, amend, or supplement the Lease, of which this is a memorandum.

This Memorandum may be signed by the parties hereto in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument. All counterparts will be deemed an original of this Memorandum.

Notwithstanding any statement on the face of this Memorandum or on any attachment to the Memorandum of the amount of documentary transfer tax due in connection with the Lease,

City's signature on this Memorandum does not constitute the City Assessor Recorder's agreement that the real property transfer tax due is that amount.

[signatures follow]

Executed as of _____, 2025 in San Francisco, California.

TENANT:

835 Turk LLC,
a California limited liability company

By: Five Keys Schools and Programs,
a California nonprofit public benefit company,
its sole managing member

By: _____

Steve Good
President

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Sarah R. Oerth
Director of Property

By: _____
Shireen McSpadden
Director, Department of Homelessness and Supportive Housing

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: _____
Jessie Alfaro-Cassella
Deputy City Attorney

ATTACHMENT 5
FORM OF TENANT INCOME CERTIFICATION

Attached.

**LOAN AND GRANT AGREEMENT
(CITY AND COUNTY OF SAN FRANCISCO OUR CITY, OUR HOME (OCOH) FUNDS, 2020
HEALTH & RECOVERY GENERAL OBLIGATION BONDS)**

By and Between

THE CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, represented by the Mayor,
acting by and through the Mayor's Office of Housing and Community Development,

and

835 TURK LLC,
a California limited liability company

for

835 TURK
835 Turk Street, San Francisco, CA
\$26,651,907
2020 Health & Recovery General Obligation Bonds: \$9,629,000
Our City, Our Home (OCOH) Funds: \$3,293,000
[Homekey+ Grant Funds: \$13,729,907

Dated as of [_____], 2025

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LOAN AND GRANT AGREEMENT

(City and County of San Francisco

2020 Health & Recovery General Obligation Bonds, Our City, Our Home (OCOH) Funds,
Homekey+ Grant Funds)
(835 Turk Street, San Francisco, CA)

THIS LOAN AND GRANT AGREEMENT (“Agreement”) is entered into as of
[]], 2025, by and between the **CITY AND COUNTY OF SAN**

FRANCISCO, a municipal corporation (the “City”), represented by the Mayor, acting by and
through the Mayor’s Office of Housing and Community Development (“MOHCD”), and **835**
TURK LLC, a California limited liability company (“Borrower”).

RECITALS

A. On November 3, 2020, the voters of the City and County of San Francisco
approved Proposition A (Ordinance 116-20), which provided for the issuance of up to \$487.5
million in general obligation bonds to finance the acquisition or improvement of real property,
including facilities to house and/or deliver services for persons experiencing mental health
challenges, substance use disorder, and/or homelessness; parks, open space, and recreation
facilities, including green and climate resilient infrastructure; and streets, curb ramps, street
structures and plazas (the “2020 Health & Recovery GO Bond”). The 2020 Health & Recovery
GO Bond funds provided to the Borrower under this Agreement will be referred to herein as the
“2020 GO Bond Funds.”

B. In November 2018, the voters of the City approved Proposition C, which created
the Homelessness Gross Receipts Tax Ordinance under Business and Tax Regulations Code
Article 28 with all collected monies to be deposited into the Our City, Our Home Fund under
Administrative Code Section 10.100-64 (“OCOH Fund”). The City is authorized to use a portion
of the OCOH Fund for the construction, acquisition, rehabilitation, lease, preservation, and
operation of permanent supportive housing units, which include a rental subsidy and onsite
supportive services for formerly homeless adults, families, and youth, or the acquisition,
rehabilitation, master lease, and operation of SRO Buildings (as defined in Business & Tax
Regulations Code Section 2810(h)(2)), or portions thereof, newly acquired or master leased on or
after January 1, 2019. The funds provided from the OCOH Fund to the Borrower under this
Agreement shall be referred to herein as the “OCOH Funds.”

C. On November [], 2025, through Resolution [], the San Francisco Board of
Supervisors authorized and delegated authority to the Department of Homelessness and
Supportive Housing (“HSH”) to accept and expend a competitive award in the amount up to
\$13,729,907 under the California Department of Housing and Community Development’s
Homekey+ Program (“Homekey+”) which provides funding for permanent supportive housing
for persons, with priority for persons with serious mental illness who are homeless, chronically
homeless, or at-risk of chronic homelessness to households earning up to thirty percent (30%) of
the area median income as determined and published by HCD, adjusted for household size. The
City is authorized by Resolution [] to provide the Homekey+ Program funds (the “Homekey+

Funds") to Borrower for the development and rehabilitation of affordable permanent supportive housing. The Homekey+ funds provided under this Agreement will be referred to herein as the "Homekey+ Funds," and together with the OCOH Funds and 2020 GO Bond Funds, collectively, referred to herein as the "Funds.

D. City owns that certain real property located at 835 Turk Street, San Francisco, California (the "Land"). City's Department of Homelessness and Supportive Housing ("HSH") selected Five Keys School and Programs, a California nonprofit public benefit corporation ("Sponsor"), pursuant to Administrative Code Chapter 21B, which authorizes HSH to enter into contracts and leases for Projects Addressing Homelessness (as defined in Administrative Code Section 21B.2) without adhering to competitive bidding requirements under City law, to rehabilitate and operate permanent supportive housing on the Land. As the selected developer of the Land, Sponsor formed the Borrower, to develop and rehabilitate a permanent supportive housing project and lease the Land for the purpose of such permanent supportive housing. Sponsor also entered into a Development Services Agreement with the Tenderloin Neighborhood Development Corporation ("TNDC") to be a development consultant.

E. Borrower intends to acquire a leasehold interest in the Land under a Ground Lease dated [], 2025 (the "Ground Lease"), by and between City and Borrower ("Ground Lessor"). Borrower desires to use the Funds rehabilitate the multifamily residential building ("Improvements") consisting of 106 rental units of permanent supportive housing for formerly homeless households (collectively, the "Project"). The maximum income and rent requirements set forth in Exhibit A will remain in effect even if the Local Operating Subsidy is no longer available to the Project.

F. The City, through HSH, Sponsor, Borrower, and the California Department of Housing and Community Development ("HCD") entered into that certain Standard Agreement dated as of [], 2025, under the Homekey+ Program in the total grant amount of Seventeen million, two hundred ninety-one thousand, five hundred six dollars and No/100 Dollars (\$17,291,506 of Homekey+ Program funds (the "Standard Agreement"). Under the Standard Agreement, \$1,000,000 will be allocated for relocation expenses related to the Project, up to \$3,561,599 will be allocated for operating costs of the Project, and up to \$12,729,907 will be allocated for development and rehabilitation costs of the Project. The City, through MOHCD, will administer the Homekey+ Funds allocated for development and rehabilitation of the Project, as well as the relocation expenses related to the Project, under this Agreement and the Standard Agreement, and Borrower will comply with terms of the Standard Agreement.

G. Borrower secured the following prior grants from the City in connection with the Land: OCOH predevelopment funds in the total amount of [Three Million Seven Hundred Seventy-Eight Thousand One Hundred Thirty-Eight and No/100] [\$3,778,138.00].

H. The Citywide Affordable Housing Loan Committee has reviewed Borrower's application for Funds and, in reliance on the accuracy of the statements in that application, has recommended to the Mayor that the City make a loan of Funds to Borrower (the "Loan") in the amount of up to [Twelve Million Nine Hundred Twenty Two Thousand and No/100 Dollars (\$12,922,000.00)] (the "Loan Amount") and make a grant of Homekey+ Funds (the "Grant") in

the amount of Seventeen million, two hundred ninety-one thousand, five hundred six dollars and No/100 Dollars (\$17,291,506 (the "Grant Amount"), for a total Loan and Grant in the amount of Thirty million, two hundred thirteen thousand, five hundred six dollars and No/100 Dollars (\$30,213,506 (the "Funding Amount") under this Agreement to fund certain costs related to the Project. The Funding Amount is comprised of (i) 2020 GO Bond Funds in the total principal amount of [Nine Million Six Hundred Twenty-Nine Thousand and No/100 Dollars (\$9,629,000.00)], (ii) OCOH Funds in the total principal amount of [Three Million Two Hundred Ninety-Three Thousand and No/100 Dollars (\$3,293,000)], and (iii) a Grant of Homekey+ Funds in the amount of Seventeen million, two hundred ninety-one thousand, five hundred six dollars and No/100 Dollars \$17,291,506

I. Borrower has secured the following additional financing for the Project:

1. [a Homekey Plus grant from the California Department of Housing and Community Development ("HCD") in the total amount of [Seventeen Million Eight Hundred Thousand and No/100 Dollars (\$17,800,000.00)], pursuant to a Standard Agreement dated [_____], 2025];

2. a LOSP grant from the City in the total amount of up to \$46,263,523, pursuant to an HSH Funding Commitment Letter dated May 16, 2025; and

3. a staffing contribution valued at \$149,074 annually from the City Department of Public Health ("DPH") through the DPH Permanent Housing Advanced Clinical Services (PHACS) team, pursuant to a DPH Commitment Letter dated April 29, 2025.

J. On [_____], 2025, the City's Board of Supervisors and the Mayor approved this Agreement by Resolution No. [_____] for the purpose of rehabilitating the Project.

K. Concurrently herewith, Borrower will also (i) execute a promissory note in favor of the City to evidence the Loan, (ii) execute and record a deed of trust to secure such promissory note, and (iii) execute and record a declaration of restrictions.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

ARTICLE 1 DEFINITIONS

1.1 **Defined Terms.** As used in this Agreement, the following words and phrases have the following meanings:

“Accounts” means all depository accounts, including reserve and trust accounts, required or authorized under this Agreement or otherwise by the City in writing. All Accounts will be maintained in accordance with **Section 2.3**.

“Agreement” means this Loan and Grant Agreement.

“Agreement Date” means the date first written above.

“Annual Monitoring Report” has the meaning set forth in **Section 10.3**.

“Annual Operating Budget” means an annual operating budget for the Project attached hereto as **Exhibit B-2**, which may not be adjusted without the City's prior written approval.

“Approved Plans” has the meaning set for in **Section 5.2**.

“Approved Specifications” has the meaning set forth in **Section 5.2**.

“Authorizing Resolutions” means: (a) in the case of a corporation, a certified copy of resolutions adopted by its board of directors; (b) in the case of a partnership (whether general or limited), a certificate signed by all of its general partners; and (c) in the case of a limited liability company, a certified copy of resolutions adopted by its board of directors or members, satisfactory to the City and evidencing Borrower's authority to execute, deliver and perform the obligations under the City Documents to which Borrower is a party or by which it is bound.

“Borrower” means 835 Turk LLC, a California limited liability company, whose sole member is Five Keys School and Programs, a California nonprofit public benefit corporation (“Sole Member”), and its authorized successors and assigns.

“Cash Out Policy” means the MOHCD Cash Out Acquisition/Rehabilitation, Resyndication, And Refinancing Policy dated June 19, 2020, as it may be amended from time to time.

“CFR” means the Code of Federal Regulations.

“Charter Documents” means: (a) in the case of a corporation, its articles of incorporation and bylaws; (b) in the case of a partnership, its partnership agreement and any certificate or statement of partnership; and (c) in the case of a limited liability company, its operating agreement and any LLC certificate or statement.

“City” means the City and County of San Francisco, a municipal corporation, represented by the Mayor, acting by and through MOHCD. Whenever this Agreement provides for a submission to the City or an approval or action by the City, this Agreement refers to submission to or approval or action by MOHCD unless otherwise indicated.

“City Documents” means this Agreement, the Note, the Deed of Trust, the Declaration of Restrictions, and any other documents executed or delivered in connection with this Agreement.

“CNA” means a 20-year capital needs assessment or analysis of replacement reserve requirements, as further described under the CNA Policy.

“CNA Policy” means MOHCD’s Policy For Capital Needs Assessments dated November 5, 2013, as it may be amended from time to time.

“Completion Date” has the meaning set forth in **Section 5.6**.

“Compliance Term” has the meaning set forth in **Section 3.2**.

“Construction Contract” has the meaning set forth in **Section 5.2**.

“Conversion Date” means the date on which construction financing for the Project is converted into permanent financing, if applicable.

“Declaration of Restrictions” means a recorded declaration of restrictions and affordable housing covenants in form and substance acceptable to the City and HCD that requires Borrower and the Project to comply with (i) the Homekey+ Program requirements under the Standard Agreement for fifty-five (55) years and (ii) the use restrictions in this Agreement for the Compliance Term, even if the Loan is repaid or otherwise satisfied, this Agreement terminates or the Deed of Trust is reconveyed.

“Deed of Trust” means the leasehold deed of trust executed by Borrower granting the City a lien on the leasehold interest in the Site and the Project to secure Borrower's performance under this Agreement and the Note, in form and substance acceptable to the City.

“Department of Building Inspection” has the meaning set forth in **Section 5.2**.

“Development Expenses” means all costs incurred by Borrower and approved by the City in connection with the development of the Project, including: (a) hard and soft development costs; (b) deposits into required capitalized reserve accounts; (c) costs of converting Project financing, including bonds, into permanent financing; (d) the expense of a cost audit; and (e) allowed Developer Fees.

“Development Proceeds” means the sum of: (a) funds contributed or to be contributed to Borrower by Borrower's limited partner as capital contributions, equity or for any other purpose under Borrower's limited partnership agreement; and (b) the proceeds of all other financing for the Project.

“Disbursement” means the disbursement of all or a portion of the Funding Amount by the City as described in **Article 4**.

“Distributions” has the meaning set forth in **Section 13.1**.

“Early Retention Release Contractors” means contractors who will receive retention payments upon satisfaction of requirements set forth in **Section 4.7**.

“Environmental Activity” means any actual, proposed or threatened spill, leak, pumping, discharge, leaching, storage, existence, release, generation, abatement, removal, disposal, handling or transportation of any Hazardous Substance from, under, into or on the Site.

“Environmental Laws” means all present and future federal, state, local and administrative laws, ordinances, statutes, rules and regulations, orders, judgments, decrees, agreements, authorizations, consents, licenses, permits and other governmental restrictions and requirements relating to health and safety, industrial hygiene or the environment or to any Hazardous Substance or Environmental Activity, including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (commonly known as the “Superfund” law) (42 U.S.C. §§ 9601 *et seq.*), the Resource Conservation and Recovery Act of 1976, as amended by the Solid Waste and Disposal Act of 1984 (42 U.S.C. §§ 6901 *et seq.*); the National Environmental Policy Act of 1969 (“NEPA”) (24 CFR §§ 92 and 24 CFR §§ 58); the California Hazardous Substance Account Act (also known as the Carpenter-Presley-Tanner Hazardous Substance Account Law and commonly known as the “California Superfund” law) (Cal. Health & Safety Code §§ 25300 *et seq.*); and the Safe Drinking Water and Toxic Enforcement Act of 1986 (commonly known as “Proposition 65”) (Cal. Health & Safety Code §§ 25249.2 *et seq.*); and Sections 25117 and 25140 of the California Health & Safety Code.

“Escrow Agent” has the meaning set forth in **Section 4.2**.

“Event of Default” has the meaning set forth in **Section 19.1**.

“Excess Proceeds” means Development Proceeds remaining after payment of Development Expenses. For the purposes of determining Excess Proceeds, no allowed Project Expenses may be included in Development Expenses.

“Expenditure Request” means a written request by Borrower for a Disbursement from the Funding Amount, which will certify that the Project costs covered by the Expenditure Request have been paid or incurred by Borrower.

“Funding Amount” has the meaning set forth in **Recital F**.

“Funds” has the meaning set forth in **Recital B**.

“GAAP” means generally accepted accounting principles in effect on the date of this Agreement and at the time of any required performance.

“Governmental Agency” means: (a) any government or municipality or political subdivision of any government or municipality; (b) any assessment, improvement, community facility or other special taxing district; (c) any governmental or quasi-governmental agency,

authority, board, bureau, commission, corporation, department, instrumentality or public body; or (d) any court, administrative tribunal, arbitrator, public utility or regulatory body.

“Ground Lease” has the meaning set forth in **Recital D**.

“Ground Lessor” has the meaning specified in **Recital D**.

“Hazardous Substance” means any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any Governmental Agency to pose a present or potential hazard to human health or safety or to the environment. Hazardous Substance includes any material or substance listed, defined or otherwise identified as a “hazardous substance,” “hazardous waste,” “hazardous material,” “pollutant,” “contaminant,” “pesticide” or is listed as a chemical known to cause cancer or reproductive toxicity or is otherwise identified as “hazardous” or “toxic” under any Environmental Law, as well as any asbestos, radioactive materials, polychlorinated biphenyls and any materials containing any of them, and petroleum, including crude oil or any fraction, and natural gas or natural gas liquids. Materials of a type and quantity normally used in the rehabilitation, operation or maintenance of developments similar to the Project will not be deemed “Hazardous Substances” for the purposes of this Agreement if used in compliance with applicable Environmental Laws.

“HCD” means the California Department of Housing and Community Development.

“HCD Median Income” means the median income for San Francisco County published by HCD on an annual basis, adjusted for household size, under California Health & Safety Code section 50093(c) and the California Code of Regulations, Title 25, Section 6932.

“Hold Harmless Policy” means the Hold Harmless Policy for MOHCD’s Income Limits & Maximum Rents dated May 3, 2019, as amended from time to time, attached hereto as **Exhibit K**.

“Homekey+” means a funding program administered by HCD that includes funding for permanent supportive housing.

“Homekey+ Program Requirements” means the following, all as amended and in effect from time to time: (1) the Homekey+ Program Notice of Funding Availability; (2) Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code; (3) the application for Homekey+ Funds submitted by the City and Borrower; (4) the Project report prepared by HCD in reliance on the representations and descriptions included in the application for Homekey+ Funds submitted by the City and Borrower; (5) the award letter issued by HCD to the City and Borrower; (6) the Standard Agreement for Homekey+ Funds; and (7) all other applicable laws for the Homekey+ program.

“Homekey+ Target Population” means the following: individuals, or households with an individual, who are experiencing homelessness or who are At Risk of Homelessness as defined under part 578.3 of Title 24 of the Code of Federal Regulations and who have or are suspected of having a Behavioral Health Challenge (as defined in the California Welfare and Institutions

Code (WIC) Section 5965.01, subdivision (b)). These individuals and households must include a person described in subdivision (c) or (d) of Section 14184.402, or a person with a substance use disorder, as described in Section 5891.5. However, enrollment in Medi-Cal or in any other health plan shall not be a condition for accessing housing or continuing to be housed.

“Homeless” means an individual or a family who lacks a fixed, regular, and adequate nighttime residence and who has a primary nighttime residence in one or more of the following categories: (a) Anyone staying in a mission or homeless or domestic violence shelter, i.e., a supervised public or private facility that provides temporary living accommodations; (b) Anyone displaced from housing due to a disaster situation; (c) Anyone staying outdoors; for example, street, sidewalk, doorway, park, freeway underpass; (d) Anyone staying in a car, van, bus, truck, RV, or similar vehicle; (e) Anyone staying in an enclosure or structure that is not authorized or fit for human habitation by building or housing codes, including abandoned buildings (“squats”) or sub-standard apartments and dwellings; (f) Anyone staying with friends and/or extended family members (excluding parents and children) because they are otherwise unable to obtain housing; (g) Any family with children staying in a Single Room Occupancy (SRO) hotel room (whether or not they have tenancy rights); (h) Anyone staying in temporary housing for less than 6 months where the accommodations provided to the person are substandard or inadequate (for example, in a garage a very small room, or an overly crowded space); (i) Anyone staying in a Single Room Occupancy (SRO) hotel room without tenancy rights; (j) Anyone formerly homeless (formerly in one of the above categories (a) through (i)) who is now incarcerated, hospitalized, or living in a treatment program, half-way house, transitional housing; or (k) Anyone formerly homeless (formerly in one of the above categories (a) through (i)) who has obtained and resided in supportive housing or permanent housing for less than 30 days.

“Homeless Household” means a household that meets HSH’s (or other referring agency’s) definition of Homeless Household for initial occupancy and upon available vacancies thereafter, as per the Local Operating Subsidy contract.

“HSH” means the San Francisco Department of Homelessness and Supportive Housing, or other successor agency.

“HUD” means the United States Department of Housing and Urban Development acting by and through the Secretary of Housing and Urban Development and any authorized agents.

“Improvements” has the meaning set forth in **Recital D**.

“In Balance” means that the sum of undisbursed Funds and any other sources of funds that Borrower has closed or for which Borrower has firm commitments will be sufficient to complete acquisition/construction/rehabilitation of the Project, as determined by the City in its sole discretion.

“Income Restrictions” means the maximum household income limits for Qualified Tenants, as set forth in **Exhibit A**.

“Indemnitee” means, individually or collectively, (i) City, including MOHCD and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.

“Land” means the real property owned by Ground Lessor on which the Site is located.

“Laws” means all statutes, laws, ordinances, regulations, orders, writs, judgments, injunctions, decrees or awards of the United States or any state, county, municipality or Governmental Agency.

“Life of the Project” means the period of time in which the Project continues to operate as a multi-family apartment project substantially similar to its current condition in terms of square footage and number of units, and in the event the Project is substantially damaged or destroyed by fire, the elements, an act of any public authority or other casualty, and is subsequently replaced by a multi-family residential project substantially similar to its current condition in terms of square footage and number of units, the life of such replacement project will be deemed to be a continuation of the life of the Project.

“Loan” has the meaning set forth in **Recital F**.

“Local Operating Subsidy” means an operating subsidy provided by the City to Borrower for the operation of the Project, the amount of which is sufficient to permit Borrower to operate the Project in accordance with the terms of this Agreement with Qualified Tenants at income levels specified by MOHCD in writing which are below those set forth in **Exhibit A**.

“Local Operating Subsidy Program” or “LOSP” means the program administered by MOHCD that regulates the distribution of Local Operating Subsidy.

“Loss” or “Losses” includes any and all loss, liability, damage, obligation, penalty, claim, action, suits, judgment, fee, cost, expense or charge and reasonable attorneys' fees and costs, including those incurred in an investigation or a proceeding in court or by mediation or arbitration, on appeal or in the enforcement of the City's rights or in defense of any action in a bankruptcy proceeding.

“Marketing and Tenant Selection Plan” has the meaning set forth in **Section 6.1**.

“Maturity Date” has the meaning set forth in **Section 3.1**.

“Median Income” means median income as published annually by MOHCD for the City and County of San Francisco, adjusted solely for household size, and derived in part from the income limits and area median income determined by HUD for the San Francisco area, but not adjusted for a high housing cost area (also referred to as unadjusted median income).

“MOHCD” means the Mayor's Office of Housing and Community Development or its successor.

“MOHCD Monthly Project Update” has the meaning set forth in **Section 10.2**.

“Note” means the promissory note executed by Borrower in favor of the City in the original principal amount of the Funding Amount, in form and substance acceptable to the City.

“Official Records” means the official records of San Francisco County.

“Operating Reserve Account” has the meaning set forth in **Section 12.2**.

“Opinion” means an opinion of Borrower's California legal counsel, satisfactory to the City and its legal counsel, that Borrower is a duly formed, validly existing California limited liability company in good standing under the laws of the State of California, has the power and authority to enter into the City Documents and will be bound by their terms when executed and delivered, and that addresses any other matters the City reasonably requests.

“Out of Balance” means that the sum of undisbursed Funds and any other sources of funds that Borrower has closed or for which Borrower has firm commitments will not be sufficient to complete acquisition/construction/rehabilitation of the Project, as determined by the City in its sole discretion.

“Payment Date” means the first [May 1st] following the Completion Date and each succeeding [May 1st] until the Maturity Date.

“Permitted Exceptions” means liens in favor of the City, real property taxes and assessments that are not delinquent, and any other liens and encumbrances the City expressly approves in writing in its escrow instructions.

“Preferences and Lottery Manual” means MOHCD's Marketing, Housing Preferences and Lottery Procedures Manual dated October 19, 2020, as amended from time to time.

“Preferences Ordinance” means Chapter 47 of the San Francisco Administrative Code, as amended from time to time.

“Project” means the development described in **Recital D**. If indicated by the context, “Project” means the Site and the improvements developed on the Site.

“Project Expenses” means the following costs, which may be paid from Project Income in the following order of priority to the extent of available Project Income: (a) all charges incurred in the operation of the Project for utilities, real estate taxes and assessments and premiums for insurance required under this Agreement or by other lenders providing secured financing for the Project; (b) salaries, wages and any other compensation due and payable to the employees or agents of Borrower employed in connection with the Project, including all related withholding taxes, insurance premiums, Social Security payments and other payroll taxes or payments; (c) required payments of interest and principal, if any, on any junior or senior financing secured by the Site and used to finance the Project that has been approved by the City;

(d) all other expenses actually incurred to cover operating costs of the Project, including maintenance and repairs and the fee of any managing agent as indicated in the Annual Operating Budget; (e) Annual Base Rent under the Ground Lease (if applicable); (f) required deposits to the Replacement Reserve Account, Operating Reserve Account and any other reserve account required under this Agreement; (g) the approved annual asset management fees indicated in the Annual Operating Budget and approved by the City; and (h) any extraordinary expenses approved in advance by the City (other than expenses paid from any reserve account).

“Project Income” means all income and receipts in any form received by Borrower from the operation of the Project, including, but not limited to, the following: (a) rents, fees, charges, and deposits (other than tenant’s refundable security deposits); (b) Section 8 or other rental subsidy payments received for the Project, supportive services funding (if applicable); (c) price index adjustments and any other rental adjustments to leases or rental agreements; (d) proceeds from vending and laundry room machines; (e) the proceeds of business interruption or similar insurance; (f) any accrued interest disbursed from any reserve account required under this Agreement for a purpose other than that for which the reserve account was established; (g) reimbursements and other charges paid to Borrower in connection with the Project; and (h) other consideration actually received from the operation of the Project, including non-residential uses of the Site. Project Income does not include interest accruing on any portion of the Funding Amount or tenant’s refundable security deposits.

“Project Operating Account” has the meaning set forth in **Section 11.1**.

“Qualified Tenant” means a Tenant household earning no more than the maximum permissible annual income level at initial occupancy allowed under this Agreement as set forth in **Exhibit A**. The term “Qualified Tenant” includes each category of Tenant designated in **Exhibit A**, including, but not limited to a member of the Homekey+ Target Population or eligible under the Homekey+ Program Requirements during the term of the Standard Agreement. For the avoidance of any doubt, the term “Qualified Tenant” under this Agreement has the same meaning as the term “Qualified Household” under the Ground Lease.

“Replacement Reserve Account” has the meaning set forth in **Section 12.1**.

“Residual Receipts” means Project Income remaining after payment of Project Expenses. The amount of Residual Receipts will be based on figures contained in audited financial statements.

“Residual Receipts Policy” means the Mayor’s Office of Housing and Community Development Residual Receipts Policy effective May 16, 2025, as amended from time to time, attached hereto as **Exhibit P**.

“Retention” has the meaning set forth in **Section 4.7**.

“Section 8” means rental assistance provided under Section 8(c)(2)(A) of the United States Housing Act of 1937 (42 U.S.C. § 1437f) or any successor or similar rent subsidy programs.

“Senior Lien” has the meaning set forth in **Section 22.1**.

“Site” means the Land and the Improvements.

“Sole Member” means Five Keys School and Programs, a California nonprofit public benefit corporation, the sole member of Borrower.

“SRO” means a single room occupancy building.

“Table” means: (a) the Table of Sources and Uses, (b) the Annual Operating Budget, and (c) the 20-Year Cash Flow Proforma.

“Table of Sources and Uses” means a table of sources and uses of funds attached hereto as **Exhibit B-1**, including a line item budget for the use of the Funding Amount, which table may not be adjusted without the City’s prior written approval.

“Tenant” means any residential household in the Project, whether or not a Qualified Tenant.

“Tenant Screening Criteria Policy” has the meaning set forth in **Section 6.3**.

“Title Policy” means an ALTA extended coverage lender’s policy of title insurance in form and substance satisfactory to the City, issued by an insurer selected by Borrower and satisfactory to the City, together with any endorsements and policies of coinsurance and/or reinsurance required by the City, in a policy amount equal to the Funding Amount, insuring the Deed of Trust and indicating the Declaration of Restrictions as valid liens on the Site, each subject only to the Permitted Exceptions.

“20-Year Cash Flow Proforma” means the 20-year cash flow proforma for the Project attached as **Exhibit B-3**.

“Unit” means a residential rental unit within the Project.

1.2 Interpretation. The following rules of construction will apply to this Agreement and the other City Documents.

(a) The masculine, feminine or neutral gender and the singular and plural forms include the others whenever the context requires. The word “include(s)” means “include(s) without limitation” and “include(s) but not limited to,” and the word “including” means “including without limitation” and “including but not limited to” as the case may be. No listing of specific instances, items or examples in any way limits the scope or generality of any language in this Agreement. References to days, months and years mean calendar days, months and years unless otherwise specified. References to a party mean the named party and its successors and assigns.

(b) Headings are for convenience only and do not define or limit any terms. References to a specific City Document or other document or exhibit mean the document, together with all exhibits and schedules, as supplemented, modified, amended or extended from time to time in accordance with this Agreement. References to Articles, Sections and Exhibits refer to this Agreement unless otherwise stated.

(c) Accounting terms and financial covenants will be determined, and financial information will be prepared, in compliance with GAAP as in effect on the date of performance. References to any Law, specifically or generally, will mean the Law as amended, supplemented or superseded from time to time.

(d) The terms and conditions of this Agreement and the other City Documents are the result of arms'-length negotiations between and among sophisticated parties who were represented by counsel, and the rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not apply to the construction and interpretation of the City Documents. The language of this Agreement will be construed as a whole according to its fair meaning.

ARTICLE 2 FUNDING.

2.1 Funding Amount. The City agrees to (a) lend to Borrower a maximum principal amount equal to the Loan Amount and (b) grant and administer to Borrower a maximum grant of Homekey+ Funds in an amount equal to the Grant Amount, in order to finance the rehabilitation of the multifamily residential building on the Site consisting of 106 rental units of permanent supportive housing for formerly Homeless Households. The rehabilitation will consist of seismic upgrades, new windows, new ground floor offices, new and improved community amenities, conversion of 12 existing units to 6 fully accessible units, life safety upgrades, and upgrades to unit finishes. The Funding Amount will be disbursed according to the terms and subject to the conditions set forth in this Agreement.

2.2 Use of Funds. Borrower acknowledges that the City's agreement to make the Loan is based in part on Borrower's agreement to use the Funds solely for the purpose set forth in **Section 2.1** and agrees to use the Funds solely for that purpose in accordance with the approved Table of Sources and Uses. Notwithstanding anything to the contrary contained herein, City will not approve expenditure of Funds for expenses incurred by Borrower prior to the Agreement Date. Notwithstanding the foregoing, City will not approve any expenditure of 2020 GO Bond Funds for expenses incurred by Borrower earlier than sixty (60) days prior to the City's declaration of its official intent to reimburse such expenses with proceeds of the 2020 GO Bond Funds.

2.3 Accounts; Interest. Each Account to be maintained by Borrower under this Agreement will be held in a bank or savings and loan institution acceptable to the City as a segregated account that is insured by the Federal Deposit Insurance Corporation or other comparable federal insurance program. With the exception of tenant security deposit trust accounts, Borrower will use any interest earned on funds in any Account for the benefit of the Project.

2.4 Records. Borrower will maintain and provide to the City upon request records that accurately and fully show the date, amount, purpose and payee of all expenditures from each Account authorized under this Agreement or by the City in writing and keep all estimates, invoices, receipts and other documents related to expenditures from each Account. In addition, Borrower will provide to the City promptly following Borrower's receipt, complete copies of all monthly bank statements, together with a reconciliation, for each Account until all funds (including accrued interest) in each Account have been disbursed for eligible uses.

2.5 Conditions to Additional Financing. The City may grant or deny any application by Borrower for additional financing for the Project in its sole discretion.

2.6 Other Loan Conditions.

(A) Borrower must work with MOHCD staff and project's General Contractor to continue to value engineering the construction budget to maintain the current cost assumptions through the development of Construction Documents and subcontractor buy-outs.

(B) Borrower must provide MOHCD with information outlining cost containment, efficiencies and innovation strategies to reduce overall project costs and maximize efficiency of MOHCD gap loans.

(C) Borrower to submit updated operating budget and cash flow to size the LOSP need by November 7, 2025.

(D) Borrower must provide quarterly updated responses to any letters requesting corrective action.

(E) Borrower must submit an updated 1st year operating budget and 20-year cash flow – if any changes have occurred – by November 1st before the fiscal year in which the project will achieve TCO so that MOHCD may request the Local Operating Subsidy.

(F) Borrower shall engage a qualified asset management consultant or advisor to assist in establishing an Asset Management Plan for the Project. The finalized Asset Management Plan shall be submitted to MOHCD 180 days before Notice of Completion.

ARTICLE 3 TERMS. Borrower's repayment obligations with respect to the Loan Amount will be evidenced and governed by the Note, which will govern in the event of any conflicting provision in this Agreement.

3.1 Maturity Date. Borrower will repay all amounts owing under the City Documents on the date that is the fifty fifth (55th) anniversary of the date the Deed of Trust is recorded in the Recorder's Office of San Francisco County (the "Maturity Date").

3.2 Compliance Term; Declaration of Restrictions. Borrower will comply with all provisions of the City Documents relating to the use of the Site and the Project as set forth in the Declaration of Restrictions to be recorded in the Official Records, for the period commencing on the date the Deed of Trust is recorded in the Official Records and continuing for the Life of the Project (the “Compliance Term”), even if the Loan is repaid or otherwise satisfied or the Deed of Trust is reconveyed before the end of the Compliance Term.

3.3 Interest. Except as provided in **Section 3.4**, no interest will be charged on the Loan.

3.4 Default Interest Rate. Upon the occurrence of an Event of Default under any City Document, the principal balance of the Loan will bear interest at the default interest rate set forth in the Note, with such default interest rate commencing as of the date an Event of Default occurs and continuing until such Event of Default is fully cured. In addition, the default interest rate will apply to any amounts to be reimbursed to the City under any City Document if not paid when due or as otherwise provided in any City Document.

3.5 Repayment of Principal and Interest. Except as set forth in Section 3.5.1 below, the outstanding principal balance of the Loan, together with all accrued and unpaid interest, if any, will be due and payable on the Maturity Date according to the terms set forth in full in the Note. Except as set forth in the Note, no prepayment of the Loan will be permitted without the prior written consent of the City in its sole and absolute discretion.

3.5.1 Notification and Repayment of Excess Proceeds. Borrower will notify the City in writing within thirty (30) days after the later of the date on which Borrower receives Excess Proceeds from other financing sources. Borrower will repay all Excess Proceeds to the City no later than sixty (60) days after receipt of such notification, unless the City has elected to waive such payment. The City will use such Excess Proceeds to reduce the balance of the Loan.

3.6 Default Requires Repayment of Grant and Payment of Liquidated Damages.

3.6.1 Repayment of Grant. Following the occurrence of an Event of Default under any City Document, the City will have the right to repayment of the Grant Amount in full from Borrower, together with liquidated damages, as provided in **Section 3.6.2** below.

3.6.2 Liquidated Damages.

(a) Upon the occurrence of an Event of Default under any City Document, without waiving any other remedy of the City, interest will be deemed to have accrued on the Grant Amount at a compounded annual rate equal to the lesser of: (a) ten percent (10%); or (b) the maximum lawful rate of interest, commencing on the date the Grant Amount is disbursed through the earlier of: (x) the date on which the Event of Default is cured; or (y) the date on which all amounts due under the City Documents are paid to the City.

(b) Borrower acknowledges and agrees that the default interest that will be paid in the event of an Event of Default under this Section represents a reasonable sum considering all the

circumstances existing on the date of this Agreement and represents a fair and reasonable estimate of the costs that will be sustained by the City if Borrower defaults. Borrower further agrees that proof of actual damages would be costly and inconvenient and that default interest will be paid without prejudice to the City's right to collect any other amounts to be paid or to exercise any of its other rights or remedies under any City Document. In addition, the default interest rate will apply to any amounts to be reimbursed to the City under any City Document if not paid when due or as otherwise provided in any City Document.

3.7 Changes in Funding Streams. The City's agreement to make the Loan and Grant on the terms set forth in this Agreement and the Note is based in part on Borrower's projected sources and uses of all funds for the Project, as set forth in the Table of Sources and Uses. Borrower covenants to give written notice to the City within thirty (30) days of any significant changes in budgeted funding or income set forth in documents previously provided to the City. Examples of significant changes include loss or adjustments (other than regular annual adjustments) in funding under Continuum of Care, Section 8 or similar programs.

3.8 Additional City Approvals. Borrower understands and agrees that City is entering into this Agreement in its proprietary capacity and not as a regulatory agency with certain police powers. Borrower understands and agrees that neither entry by City into this Agreement nor any approvals given by City under this Agreement will be deemed to imply that Borrower will obtain any required approvals from City departments, boards or commissions which have jurisdiction over the Property. By entering into this Agreement, City is in no way modifying or limiting the obligations of Borrower to develop the Property in accordance with all local laws. Borrower understands that any development of the Property will require approvals, authorizations and permits from governmental agencies with jurisdiction over the Property, which may include, without limitation, the San Francisco City Planning Commission and the San Francisco Board of Supervisors. Notwithstanding anything to the contrary in this Agreement, no party is in any way limiting its discretion or the discretion of any department, board or commission with jurisdiction over the Project, including but not limited to a party hereto, from exercising any discretion available to such department, board or commission with respect thereto, including but not limited to the discretion to (i) make such modifications deemed necessary to mitigate significant environmental impacts, (ii) select other feasible alternatives to avoid such impacts, including the "No Project" alternative; (iii) balance the benefits against unavoidable significant impacts prior to taking final action if such significant impacts cannot otherwise be avoided, or (iv) determine not to proceed with the proposed Project.

ARTICLE 4 CLOSING; DISBURSEMENTS.

4.1 Generally. Subject to the terms of this Agreement, the City will make Disbursements in an aggregate sum not to exceed the Funding Amount to or for the account of Borrower in accordance with this Agreement and the approved line item budget contained in the Table of Sources and Uses.

4.2 **Closing**. Unless otherwise agreed by the City and Borrower in writing, Borrower will establish an escrow account with the title company issuing the Title Policy, or any other escrow agent Borrower chooses, subject to the City's approval (the "Escrow Agent"). The parties will execute and deliver to the Escrow Agent written instructions consistent with the terms of this Agreement. In the event the escrow does not close on or before the expiration date of escrow instructions signed by the City, or any other mutually agreed date, the City may declare this Agreement to be null and void.

4.3 **Conditions Precedent to Closing**. The City will authorize the close of the Loan only upon satisfaction of all conditions precedent in this Section as follows:

(a) Borrower will have delivered to the City fully executed (and for documents to be recorded, acknowledged) originals of the following documents, in form and substance satisfactory to the City: (i) the Note; (ii) this Agreement (in duplicate); (iii) the Deed of Trust; (iv) the Declaration of Restrictions; (v) the Opinion; (vi) the Authorizing Resolutions; and (vii) any other City Documents reasonably requested by the City.

(b) Borrower will have delivered to the City: (i) Borrower's Charter Documents; (ii) a comprehensive maintenance and operating plan for the Project duly approved by Borrower's governing body that includes, but is not limited to, plans for emergencies and emergency maintenance, vacant unit turnover, preventive maintenance and inspection schedule, and marketing and resident selection; and (iii) a PNA that has been duly approved by Borrower's governing body. The Charter Documents will be delivered to the City in their original form and as amended from time to time and be accompanied by a certificate of good standing for Borrower issued by the California Secretary of State and, if Borrower is organized under the laws of a state other than California, a certificate of good standing issued by the Secretary of State of the state of organization, issued no more than ninety (90) days before the Agreement Date.

(c) Borrower will have delivered to the City evidence of all insurance policies and endorsements required under **Exhibit L** of this Agreement and, if requested by the City, copies of such policies.

(d) Borrower and HCD will have executed the Standard Agreement.

(e) Homekey+ Funds will have been deposited into escrow in the amount necessary to and provide the City with the Grant for the Project.

(f) The Escrow Agent will have received and is prepared to record the Declaration of Restrictions and Deed of Trust as valid liens in the Official Records, subject only to the Permitted Exceptions.

(g) The Escrow Agent will have committed to provide to the City the Title Policy in form and substance satisfactory to the City.

4.4 Disbursement of Funds. Following satisfaction of the conditions in **Section 4.3**, the City will authorize the Escrow Agent to disburse Funds, if applicable, as provided in the City's escrow instructions, and after the close of escrow, City will make disbursements of Funds subject to the conditions in **Section 4.5**.

4.5 Disbursements. The City's obligation to approve any expenditure of Funds after Loan and Grant closing is subject to Borrower's satisfaction of the conditions precedent under this Section as follows:

(a) Borrower will have delivered to the City an Expenditure Request in form and substance satisfactory to the City, together with: (i) copies of invoices, contracts or other documents covering all amounts requested; (ii) a line item breakdown of costs to be covered by the Expenditure Request; and (iii) copies of checks issued to pay expenses covered in the previous Expenditure Request. The City may grant or withhold its approval of any line item contained in the Expenditure Request that, if funded, would cause it to exceed the budgeted line item as previously approved by the City. Additionally, Borrower will obtain the City's prior written approval for all requested reallocations of Funds for line items previously approved by the City.

(b) No Event of Default, or event that with notice or the passage of time or both could constitute an Event of Default, may have occurred that remains uncured as of the date of the Expenditure Request.

(c) With respect to any Expenditure Request that covers rehabilitation or construction costs, Borrower will have certified to the City that the Project complies with the labor standards set forth in **Section 5.1**, if applicable.

(d) With respect to any Expenditure Request that covers travel expenses, Borrower's travel expenses will be reasonable and will comply with the following:

(i) Lodging, meals and incidental expenses will not exceed the then-current per diem rates set forth by the United States General Services Administration for the County of San Francisco found at: <https://www.gsa.gov/portal/category/104711>.

(ii) Air transportation expenses will use fares for coach-class accommodations, provided that purchases for air travel will occur no less than one week before the travel day.

(iii) If ground transportation is required, the City urges the use of public transit or courtesy shuttles if provided by a lodging. If courtesy transportation is not provided by a lodging, ground transportation expenses for travel to or from regional airports will not exceed Fifty Dollars (\$50.00) each way. Other ground transportation expenses will not exceed then-current San Francisco taxi rates found at: <https://www.sfmta.com/getting-around/taxi/taxi-rates>. Ground transportation will not include any expenses for luxury transportation services, such as a limousine, or any expenses related to travel to or from Project site meetings by Borrower's employees.

(iv) Miscellaneous travel expenses will not exceed Fifty Dollars (\$50.00) without prior written approval of the City.

(v) Any Expenditure Request for travel expenses will include supporting documentation, including, without limitation, original itemized receipts showing rates and cost, air travel itinerary, proof of payment, and any written justification requested by the City.

For the purpose of this Section, the terms “lodging,” “meals” and “incidental expenses” will have the same meanings defined in 41 CFR Part 300-3; the term “coach-class” will have the same meaning defined in 41 CFR Part 301-10.121(a); and the term “miscellaneous” means copying services, printing services, communication services, or other services reasonably related to travel for the Project and approved by the City.

(e) The Loan will be In Balance.

4.6 Loan In Balance. The City may require Borrower to pay certain costs incurred in connection with the Project from sources of funds other than the Loan at any time the City determines that the Loan is Out of Balance. When the City is satisfied that the Loan is again In Balance, the City will recommence making Disbursements for Expenditure Requests meeting the conditions set forth above.

4.7 Retention. In addition to the other conditions to Disbursements, Borrower acknowledges that the amount of hard costs or tenant improvements costs included in any Expenditure Request associated with rehabilitation or construction, when added to previously approved costs, may not exceed ninety percent (90%) of the approved budgeted costs on a line item basis. The remaining ten percent (10%) of approved budgeted hard costs or tenant improvement costs associated with rehabilitation or construction will be held by the City and/or other Project lenders (the “Retention”) and may be released only upon satisfaction of all requirements listed in the Construction Manager’s Checklist for Release of Retention as follows:

(a) Early Retention Release. After fifty percent (50%) of the rehabilitation or construction of the Project is complete as determined by the City, Borrower may submit a written request to the City to release up to fifty percent (50%) of the Retention, provided that the following prerequisites have been met: (i) all work required to be performed by all parties for whom the City agrees to release the Retention (the “Early Retention Release Contractors”) has been completed in conformance with the terms of the applicable contract documents, the plans and specifications approved by the City and all applicable Laws; (ii) the applicable Early Retention Release Contractors have filed unconditional lien waivers satisfactory to the City; (iii) no liens or stop notices have been filed against the Project and no claims are pending; (iv) the City determines that the contingency is in balance and adequate to complete the Project; (v) the Project is on schedule, and (vi) Expenditure Requests will not exceed 95% of the approved budgeted costs on a line item basis.

(b) Retention Release After Project Completion. Borrower may request disbursement of the remaining percentage amount of the Retention only upon the satisfaction of each of the following conditions, unless otherwise approved in writing by the City:

(i) completion of rehabilitation or construction of the Project in accordance with the plans and specifications approved by the City, as evidenced by a certificate of occupancy or equivalent certification provided by the City's Department of Building Inspection, and an architect's or engineer's certificate of completion; (ii) timely recordation of a notice of completion; and (iii) either expiration of the lien period and the absence of any unreleased mechanics' liens or stop notices or recordation of the lien releases of all contractors, subcontractors and suppliers who provided labor or materials for the Project.

4.8 Limitations on Approved Expenditures. The City may refuse to approve any expenditure: (a) during any period in which an event that, with notice or the passage of time or both, would constitute an Event of Default remains uncured, or during the pendency of an uncured Event of Default; or (b) for disapproved, unauthorized or improperly documented expenses. The City is not obligated to approve expenditure of the full Funding Amount unless approved Expenditure Requests support disbursement of the full Funding Amount, and in no event may the aggregate amount of all Funds disbursed to Borrower under this Agreement exceed the Funding Amount.

ARTICLE 5 DEMOLITION, REHABILITATION OR CONSTRUCTION.

5.1 Labor Requirements. Borrower's procurement procedures, contracts, and subcontracts will comply, and where applicable, require its contractors and subcontractors to comply, with the applicable labor requirements under **Exhibit E** of this Agreement, including, but not limited to, the selection of all contractors and professional consultants for the Project and payment of prevailing wage.

5.2 Plans and Specifications. Before starting any demolition, rehabilitation or construction on the Site, Borrower will deliver to the City, and the City will have reviewed and approved, plans and specifications and the construction contract for the Project entered into between Borrower and Borrower's general contractor and approved by the City (the "Construction Contract"). The plans approved by the City will also be approved by the City and County of San Francisco's Department of Building Inspection (the "Department of Building Inspection") (collectively, the "Approved Plans") prior to the start of any demolition, rehabilitation or construction on the Site. The Approved Plans will be explicitly identified in the Construction Contract. The specifications approved by the City, including the funder requirements and the technical specifications (the "Approved Specifications") will also be explicitly identified in the Construction Contract. The Construction Contract may include funder requirements not otherwise addressed in the Approved Specifications. After completion of the Project, Borrower will retain the Approved Plans as well as "as-built" plans for the Project, the Approved Specifications and the Construction Contract, all of which Borrower will make available to the City upon request.

5.3 Change Orders. Borrower will not approve or permit any change orders to the plans and specifications approved by the City without the City's prior written consent. Borrower will provide adequate and complete justification for analysis of any change order request to the

City. The City will provide any questions, comments or requests for additional information to Borrower within five (3) business days of receipt of a change order request after the change order request has been reviewed and vetted by the Sponsor. City will review and approve or disapprove of a change order request within ten (5) business days of receiving all necessary information. If the City does not respond within the five (5) business day period, the change order will be deemed approved. Borrower acknowledges that the City's approval of any change order will not constitute an agreement to amend the Table of Sources and Uses or to provide additional Funds for the Project, unless the City agrees in its sole discretion to amend the Table of Sources and Uses or provide additional Funds for that purpose.

5.4 Insurance, Bonds and Security. Before starting any demolition, rehabilitation or construction on the Site, Borrower will deliver to the City insurance endorsements and bonds as described in **Exhibit L**. At all times, Borrower will take prudent measures to ensure the security of the Site.

5.5 Notice to Proceed. No demolition, rehabilitation or construction may commence until Borrower has issued a written notice to proceed with the City's approval.

5.6 Commencement and Completion of Project. Unless otherwise extended in writing by the City, Borrower will: (a) commence demolition, rehabilitation or construction by a date no later than [_____]; (b) complete demolition, rehabilitation or construction by a date no later than [_____), in accordance with the plans and specifications approved by the City, as evidenced by a certificate of occupancy or equivalent certification provided by the City's Department of Building Inspection, and an architect's or engineer's certificate of completion (the "Completion Date"); and (c) achieve occupancy of [Ninety percent (90%)] of the Units by a date no later than [_____.

5.7 Rehabilitation/Construction Standards. All rehabilitation or construction will be performed in a first class manner, substantially in accordance with final plans and specifications approved by the City and in accordance with all applicable codes.

ARTICLE 6 MARKETING.

Borrower will accept referrals from HSH's Coordinated Entry System (or ONE System) for no less than five (5) years from the Completion Date and during the term of the LOSP grant agreement and/or other operating subsidy for formerly Homeless Households, including, but not limited to Homekey+ Target Population targeting requirements. All referral protocols for Units will be developed in collaboration with the local Continuum of Care and implemented consistent with the Homekey+ Program Requirements. This Article 6 will not apply to Units leased from such referrals and during the term of such obligations.

6.1 Marketing and Tenant Selection Plan. No later than sixty (60) days after written request from the City following the loss of the LOSP grant or other operating subsidy for Homeless Households, Borrower will deliver to the City for the City's review and approval an affirmative plan for ongoing marketing of the Units and a written Tenant selection procedure for ongoing renting of the applicable Units based on MOHCD's then-current form (the "Marketing and Tenant Selection Plan") all in compliance with the restrictions set forth in **Exhibit A** and in form and substance acceptable to the City. To the extent applicable, the Housing First

requirements under the Homekey grant will apply to the Marketing and Tenant Selection Plan if required by HCD. Borrower will obtain the City's approval of reasonable alterations to the Marketing and Tenant Selection Plan. Borrower will market and rent the Units in the manner set forth in the Marketing and Tenant Selection Plan, as approved by the City.

6.2 Affirmative Marketing and Tenant Selection Plan Requirements. Borrower's Marketing and Tenant Selection Plan will address how Borrower intends to market vacant Units and any opportunity for placement on the Waiting List, as defined in Section 6.5. The Marketing and Tenant Selection Plan will include as many of the following elements as are appropriate to the Project, as determined by the City:

- (a) A reasonable accommodations policy that indicates how Borrower intends to market Units to disabled individuals, including an indication of the types of accessible Units in the Project, the procedure for applying, and a policy giving disabled individuals a priority in the occupancy of accessible Units.
- (b) A plan that satisfies the requirement to give preference in occupying units in accordance with the Preferences and Lottery Manual and the Preferences Ordinance.
- (c) Advertising in local neighborhood newspapers, community-oriented radio stations, on the internet and in other media that are likely to reach low-income households. All advertising will display the Equal Housing Opportunity logo.
- (d) Notices to neighborhood-based, nonprofit housing corporations and other low-income housing advocacy organizations that maintain waiting lists or make referrals for below-market-rate housing.
- (e) Notices to SFHA.
- (f) Notices to MOHCD
- (g) To the extent practicable, without holding Units off the market, the community outreach efforts listed above will take place before advertising vacant Units or open spots on the Waiting List to the general public.
- (h) An acknowledgement that, with respect to vacant Units, the marketing elements listed above will only be implemented if there are no qualified applicants interested or available from the Waiting List.
- (i) Borrower will use access points and accept referrals from HSH, or its successor agencies.
- (j) Homekey+ Target Population requirements for all Units.

6.3 Marketing and Tenant Selection Plan & Tenant Screening Criteria Requirements:

(a) Borrower's Marketing and Tenant Selection Plan will comply with the requirements of the Tenant Selection Plan Policy as set forth in the attached Exhibit H. The Marketing and Tenant Selection Plan will be kept on file at the Project at all times.

(b) Borrower's tenant screening criteria will comply with the Tenant Screening Criteria Policy set forth in the attached Exhibit I.

6.4 Marketing Records. Borrower will keep records of: (a) activities implementing the Marketing and Tenant Selection Plan; (b) advertisements; and (c) other community outreach efforts.

6.5 Waiting List. Borrower's Marketing and Tenant Selection Plan will contain, at a minimum, policies and criteria that provide for the selection of tenants from a written waiting list that complies with the Marketing and Tenant Selection Plan (the "Waiting List"). The Marketing and Tenant Selection Plan may allow an applicant to refuse an available Unit for good cause without losing standing on the Waiting List but will limit the number of refusals without cause as approved by the City. Borrower will at all times maintain the Waiting List. Upon the vacancy of any Unit, Borrower will first attempt to select the new Tenant for such Unit from the Waiting List, and will only market the Unit to the general public after determining that no applicants from the Waiting List qualify for such Unit. The Waiting List will be kept on file at the Project at all times.

ARTICLE 7 AFFORDABILITY AND OTHER LEASING RESTRICTIONS.

7.1 Term of Leasing Restrictions. Borrower acknowledges and agrees that the covenants and other leasing restrictions set forth in this Article 7 will remain in full force and effect (a) for the Compliance Term and survive the prior repayment or other satisfaction of the Loan, termination of this Agreement or reconveyance of the Deed of Trust; and (b) following the expiration of the Compliance Term with respect to any Unit then occupied by a Qualified Tenant, until the Qualified Tenant voluntarily vacates their Unit or is evicted lawfully for just cause.

7.2 Borrower's Covenant.

(a) The City acknowledges that [93] units in the Project are currently occupied and not all existing tenants may qualify as Qualified Tenants (a “Non-Qualified Tenant”). Borrower may charge any Non-Qualified Tenant a market-rate rent in accordance with the terms of their existing lease, but will maintain rent levels to ensure any tenants as of the Agreement Date are not displaced. Borrower covenants that as a Non-Qualified Tenant vacates a unit, Borrower shall rent the vacated unit to a Qualified Tenant. Borrower covenants to rent all Units (except one Unit reserved for the manager of the Project) at all times to households certified as Qualified Tenants at initial occupancy, as set forth in **Exhibit A**. In addition, 1) during the period in which the LOSP Program is in operation and the City provides the LOSP subsidy to the Project and once all Non-Qualified Tenants have vacated their units, all Units will be rented to formerly Homeless Households or those at-risk of homelessness referred from HSH, and 2) during the term of the Standard Agreement and once all Non-Qualified Tenants have vacated their units, all Units will be targeted to Tenants who qualify under the Homekey+ Target Population.

(b) A Tenant who is a Qualified Tenant at initial occupancy will not be required to vacate the Unit due to subsequent rises in household income, except as provided in **Section 7.3**. After the over-income Tenant vacates the Unit, the vacant Unit will be rented only to Qualified Tenants as provided in this **Article 7**.

7.3 Rent Restrictions.

(a) Rent charged to each Qualified Tenant may not exceed the amounts set forth in **Exhibit A**, *provided that* Rents may be adjusted annually, subject to the limitations below.

(b) Subject to the Hold Harmless Policy, rents for all Units may be increased once annually up to the maximum monthly rent by unit type as published by MOHCD.

(c) With the City's prior written approval, Rent increases for Units exceeding the amounts permitted under **Section 7.3(b)** may be permitted once annually in order to recover increases in approved Project Expenses, provided that: (i) in no event may single or aggregate increases exceed ten percent (10%) per year unless such an increase is contemplated in a City-approved temporary relocation plan or is necessary due to the expiration of Section 8 or other rental subsidies; and (ii) Rents for each Unit may in no event exceed the maximum Rent permitted under **Section 7.3(a)**. City approval for such Rent increases that are necessary to meet all approved Project Expenses will not be unreasonably withheld.

(d) For any Qualified Tenant participating in a Rent or operating subsidy program where the Rent charged is calculated as a percentage of household income, adjustments to Rent charged may be made according to the rules of the relevant subsidy program. There is no limit on the increase/decrease in Rent charged under this provision, as long as it does not exceed the maximum Rent permitted under **Section 7.3(a)**. There is no limit on the number of Rent adjustments that can be made in a year under this provision.

(e) For any Qualified Tenant that becomes ineligible to continue participating in a rent or operating subsidy program, there is no limit on the increase in Rent charged as long as it does not exceed the maximum Rent permitted under **Section 7.3(a)**.

(f) Unless prohibited under any applicable Laws, including without limitation Section 42 of the Internal Revenue Code of 1986, as amended, if the household income of a Qualified Tenant exceeds the maximum permissible income during occupancy of a Unit, then, upon no less than thirty (30) days' prior written notice to the Tenant or as otherwise required under the Tenant's lease or occupancy agreement, Borrower may adjust the charges for Rent for the previously Qualified Tenant to be equal to thirty percent (30%) of the Tenant's adjusted household income. Rents charged under this provision may exceed the Maximum Rent permitted under **Section 7.3(a)**.

7.4 Certification.

(a) As a condition to initial occupancy, each person who desires to be a Qualified Tenant in the Project will be required to sign and deliver to Borrower a certification in the form shown in **Exhibit C** in which the prospective Qualified Tenant certifies that he/she or their household qualifies as a Qualified Tenant. In addition, each person will be required to provide any other information, documents or certifications deemed necessary by the City to substantiate the prospective Tenant's income. Certifications provided to and accepted by the SFHA will satisfy this requirement.

(b) Borrower will require each Qualified Tenant in the Project to recertify to Borrower on an annual basis the Qualified Tenant's household income.

(c) Income certifications with respect to each Qualified Tenant who resides in a Unit or resided therein during the immediately preceding calendar year will be maintained on file at Borrower's principal office, and Borrower will file or cause to be filed copies thereof with the City promptly upon request by the City.

7.5 Form of Lease. The form of lease for Tenants will provide for termination of the lease and consent to immediate eviction for failure to: (i) qualify as a Qualified Tenant if the Tenant has made any material misrepresentation in the initial income certification, or (ii) submit to Borrower an annual recertification of income. The initial term of the lease will be for a period of not less than one (1) year. Borrower will not terminate the tenancy or refuse to renew any lease of a Unit except for serious or repeated violation of the terms and conditions of the lease, for violation of applicable Laws or other good cause. Any termination or refusal to renew the lease for a Unit will be preceded by not less than thirty (30) days' written notice to the Tenant specifying the grounds for the action.

7.6 Nondiscrimination. Borrower agrees not to discriminate against or permit discrimination against any person or group of persons because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, disability, gender identity, height, weight, source of income or acquired immune deficiency syndrome (AIDS) or AIDS related condition (ARC) in

the operation and use of the Project except to the extent permitted by law or required by any other funding source for the Project. Borrower agrees not to discriminate against or permit discrimination against Tenants using Section 8 certificates or vouchers or assistance through other rental subsidy programs.

7.7 Security Deposits. Security deposits may be required of Tenants only in accordance with applicable state law and this Agreement. Borrower will segregate any security deposits collected from all other funds of the Project in an Account held in trust for the benefit of the Tenants and disbursed in accordance with California law. The balance in the trust Account will at all times equal or exceed the aggregate of all security deposits collected plus accrued interest thereon, less any security deposits returned to Tenants.

ARTICLE 8 MAINTENANCE AND MANAGEMENT OF THE PROJECT.

8.1 Borrower's Responsibilities.

(a) Subject to the rights set forth in **Section 8.2**, Borrower will be specifically and solely responsible for causing all maintenance, repair and management functions performed in connection with the Project, including selection of tenants, recertification of income and household size, evictions, collection of rents, routine and extraordinary repairs and replacement of capital items. Borrower will maintain or cause to be maintained the Project, including the Units and common areas, in a safe and sanitary manner in accordance with local health, building and housing codes, California Health and Safety Code 17920.10 and the applicable provisions of 24 CFR Part 35.

(b) Borrower will take prudent measures to ensure the security of the Site. Measures may include erecting a fence; covering and securing all openings in any vacant building and hiring security guards, as appropriate for the circumstances.

8.2 Contracting With Management Agent.

(a) Borrower may contract or permit contracting with a management agent for the performance of the services or duties required in **Section 8.1(a)**, subject to the City's prior written approval of both the management agent and, at the City's discretion, the management contract between Borrower and the management agent, *provided, however*, that the arrangement will not relieve Borrower of responsibility for performance of those duties. Any management contract will contain a provision allowing Borrower to terminate the contract without penalty upon no more than thirty (30) days' notice. As of the Agreement Date, the City has approved Five Keys School and Programs as Borrower's management agent, subject to approval of the management contract.

(b) The City will provide written notice to Borrower of any determination that the contractor performing the functions required in **Section 8.1(a)** has failed to operate and manage the Project in accordance with this Agreement. If the contractor has not cured the failure within a reasonable time period, as determined by the City, Borrower will exercise its right of

termination immediately and make immediate arrangements for continuous and continuing performance of the functions required in **Section 8.1(a)**, subject to the City's approval.

8.3 **Borrower Management**. Borrower may manage the Project itself only with the City's prior written approval. The City will provide written notice to Borrower of any determination that Borrower has failed to operate and manage the Project in accordance with this Agreement, in which case, the City may require Borrower to contract or cause contracting with a management agent to operate the Project, or to make other arrangements the City deems necessary to ensure performance of the functions required in **Section 8.1(a)**.

ARTICLE 9 GOVERNMENTAL APPROVALS AND REQUIREMENTS.

9.1 **Approvals**. Borrower covenants that it has obtained or will obtain in a timely manner and comply with all federal, state and local governmental approvals required by Law to be obtained for the Project. Subject to **Section 17.2**, this Section does not prohibit Borrower from contesting any interpretation or application of Laws in good faith and by appropriate proceedings.

9.2 **Borrower Compliance; Homekey+ Program Requirements**. Borrower will comply, and where applicable, require its contractors to comply, with all applicable Laws governing the use of Funds for the construction, rehabilitation and/or operation of the Project, including those set forth in **Exhibit E** and **Exhibit L**. In addition, Borrower will comply, and where applicable, require its contractors to comply, with the Homekey+ Program Requirements during the term of the Standard Agreement. Borrower acknowledges that its failure to comply with any of these requirements will constitute an Event of Default under this Agreement. Subject to **Section 17.2**, this Section does not prohibit Borrower from contesting any interpretation or application of Laws in good faith and by appropriate proceedings.

ARTICLE 10 PROJECT MONITORING, REPORTS, BOOKS AND RECORDS.

10.1 Generally.

(a) Borrower understands and agrees that it will be monitored by the City from time to time to assure compliance with all terms and conditions in this Agreement and all Laws. Borrower acknowledges that the City may also conduct periodic on-site inspections of the Project. Borrower will cooperate with the monitoring by the City and ensure full access to the Project and all information related to the Project as reasonably required by the City.

(b) Borrower will keep and maintain books, records and other documents relating to the receipt and use of all Funds, including all documents evidencing any Project Income and Project Expenses. Borrower will maintain records of all income, expenditures, assets, liabilities, contracts, operations, tenant eligibility and condition of the Project. All financial reports will be prepared and maintained in accordance with GAAP as in effect at the time of performance.

(c) Borrower will provide written notice of the replacement of its executive director, director of housing development, director of property management and/or any equivalent position within thirty (30) days after the effective date of such replacement.

10.2 Monthly Reporting. Borrower will submit monthly reports (the “MOHCD Monthly Project Update”) describing progress toward developing the Project with respect to obtaining necessary approvals from other City departments, procuring architects, consultants and contractors, changes in scope, cost or schedule and significant milestones achieved in the past month and expected to be achieved in the coming month, progress on completing post-closing loan conditions set forth in Section 2.6, and monthly logs on change orders and allowances under the construction contracts. The MOHCD Monthly Project Update will be submitted by email in substantially the form requested by MOHCD until such time as the Project Completion Report is submitted to the City pursuant to **Section 10.5** below.

10.3 Annual Reporting. From and after the Completion Date, Borrower will file with the City annual report forms (the “Annual Monitoring Report”) that include audited financial statements with an income and expense statement for the Project covering the applicable reporting period, a statement of balances, deposits and withdrawals from all Accounts, line item statements of Project Expenses, Project Income, Residual Receipts and any Distributions made, evidence of required insurance, a description of marketing activities and a rent roll, no later than one hundred fifty (150) days after the end of Borrower's fiscal year. The Annual Monitoring Report will be in substantially the form attached as **Exhibit G** or as later modified during the Compliance Term.

10.4 Capital Needs Assessment. In accordance with the CNA Policy, Borrower will deliver to MOHCD an updated CNA every five (5) years after the Completion Date for approval.

10.5 Project Completion Report. Within the specific time periods set forth below after the completion of rehabilitation or construction, the lease-up and/or permanent financing of the Project, as applicable, Borrower will provide to the City the reports listed below certified by Borrower to be complete and accurate. Subsequent to the required submission of the reports listed below, Borrower will provide to the City information or documents reasonably requested by the City to assist in the City's review and analysis of the submitted reports:

(a) within ninety (90) days after the Completion Date, a draft cost certification (or other similar project audit performed by an independent certified public accountant) identifying the sources and uses of all Project funds including the Funds;

(b) within one hundred-eighty (180) days after the Completion Date, a report on compliance with the applicable requirements under **Section 5.1** of this Agreement, including the type of work and the dollar value of such work; and

(c) within ninety (90) days after the Completion Date, a report demonstrating compliance with all requirements regarding relocation, including the names of all individuals or businesses occupying the Site on the date of the submission of the application for Funds, those moving in after that date, and those occupying the Site upon completion of the Project.

10.6 Response to Inquiries. At the request of the City, its agents, employees or attorneys, Borrower will respond promptly and specifically to questions relating to the income, expenditures, assets, liabilities, contracts, operations and condition of the Project, the status of any mortgage encumbering the Project and any other requested information with respect to Borrower or the Project.

10.7 Delivery of Records. At the request of the City, made through its agents, employees, officers or attorneys, Borrower will provide the City with copies of each of the following documents, certified in writing by Borrower to be complete and accurate:

(a) all tax returns filed with the United States Internal Revenue Service, the California Franchise Tax Board and/or the California State Board of Equalization on behalf of Borrower any any general partner or manager of Borrower;

(b) all certified financial statements of Borrower, and, if applicable, its general partner or manager, the accuracy of which will be certified by an auditor satisfactory to the City; and

(c) any other records related to Borrower's ownership structure and the use and occupancy of the Site.

10.8 Access to the Project and Other Project Books and Records. In addition to Borrower's obligations under **Sections 2.4, 10.1, 10.2, 10.3, 10.4, 10.5, 10.6 and 10.7** and any other obligations to provide reports or maintain records in any City Document, Borrower agrees that duly authorized representatives of the City will have: (a) access to the Project throughout the Compliance Term to monitor the progress of work on the Project and compliance by Borrower with the terms of this Agreement; and (b) access to and the right to inspect, copy, audit and examine all books, records and other documents Borrower is required to keep at all reasonable times, following reasonable notice, for the retention period required under **Section 10.9.**

10.9 Records Retention. Borrower will retain all records required for the periods required under applicable Laws.

ARTICLE 11 USE OF INCOME FROM OPERATIONS.

11.1 Project Operating Account.

(a) Borrower will deposit all Project Income promptly after receipt into a segregated depository account (the "Project Operating Account") established exclusively for the Project. Withdrawals from the Project Operating Account may be made only in accordance with the provisions of this Agreement and the approved Annual Operating Budget, as it may be revised from time to time with the City's approval. Borrower may make withdrawals from the Project Operating Account solely for the payment of Project Expenses. Withdrawals from the Project

Operating Account (including accrued interest) for other purposes may be made only with the City's express prior written approval.

(b) Borrower will keep accurate records indicating the amount of Project Income deposited into and withdrawn from the Project Operating Account and the use of Project Income. Borrower will provide copies of the records to the City upon request.

ARTICLE 12 REQUIRED RESERVES.

12.1 Replacement Reserve Account.

(a) Commencing no later than sixty (60) days after the Completion Date, or any other date the City designates in writing, Borrower will establish or cause to be established a segregated interest-bearing replacement reserve depository account (the "Replacement Reserve Account"). On or before the 15th day of each month following establishment of the Replacement Reserve Account, Borrower will make monthly deposits from Project Income into the Replacement Reserve Account in the amount necessary to meet the requirements of this Section. The City may review the adequacy of deposits to the Replacement Reserve Account periodically and require adjustments as it deems necessary.

(b) Borrower will make an initial deposit into the Replacement Reserve Account in an amount equal to \$500 per Unit. Thereafter, monthly deposits will equal the higher of (i) the amount needed under Borrower's approved CNA, or (ii) 1/12th of the following amount: \$6000 per unit per year.

(c) Borrower may request adjustments every five (5) years based on its most recently approved CNA. If the Project is unable to make a required replacement reserve deposit due to unavailable cash flow, Borrower will submit a plan for review and approval to MOHCD that addresses the cash flow shortfall.

(d) Borrower may withdraw funds from the Replacement Reserve Account solely to fund capital improvements for the Project, such as replacing or repairing structural elements, furniture, fixtures or equipment of the Project that are reasonably required to preserve the Project. Borrower may not withdraw funds (including any accrued interest) from the Replacement Reserve Account for any other purpose without the City's prior written approval.

12.2 Operating Reserve Account.

(a) Commencing no later than sixty (60) days after the Completion Date, or any other date the City designates in writing, Borrower will establish or cause to be established a segregated interest-bearing operating reserve depository account (the “Operating Reserve Account”) by depositing funds in an amount equal to twenty-five percent (25%) of the approved budget for Project Expenses for the first full year of operation of the Project. The City may review the adequacy of deposits to the Operating Reserve Account periodically and require adjustments as it deems necessary.

(b) No less than annually after establishing the Operating Reserve Account and continuing until the Compliance Term has expired, Borrower will make additional deposits, if necessary, to bring the balance in the Operating Reserve Account to an amount equal to twenty-five percent (25%) of the prior year's actual Project Expenses.

(c) Borrower may withdraw funds from the Operating Reserve Account solely to alleviate cash shortages resulting from unanticipated and unusually high maintenance expenses, seasonal fluctuations in utility costs, abnormally high vacancies and other expenses that vary seasonally or from month to month in the Project. Borrower may not withdraw funds (including any accrued interest) from the Operating Reserve Account for any other purpose without the City's prior written approval.

ARTICLE 13 DISTRIBUTIONS.

13.1 Definition. “Distributions” refers to cash or other benefits received as Project Income from the operation of the Project and available to be distributed to Borrower or any party having a beneficial interest in the Project, but does not include reasonable payments for property management, asset management or other services performed in connection with the Project.

13.2 Conditions to Distributions. The 20-Year Cash Flow Proforma attached hereto as Exhibit B-2 includes projections of annual Distributions. Exhibit B-2 is not intended to impose limits on the amounts to be annually distributed. Distributions for a particular fiscal year may be made only following: (a) City approval of the Annual Monitoring Report submitted for that year; (b) the City's determination that Borrower is not in default under this Agreement or any other agreement entered into with the City and County of San Francisco or the City for the Project; and (c) the City's determination that the amount of the proposed Distribution satisfies the conditions of this Agreement. The City will be deemed to have approved Borrower's written request for approval of a proposed Distribution unless the City delivers its disapproval or request for more information to Borrower within thirty (30) business days after the City's receipt of the request for approval.

13.3 Prohibited Distributions. No Distribution may be made in the following circumstances:

- (a) when a written notice of default has been issued by any entity with an equitable or beneficial interest in the Project and the default is not cured within the applicable cure periods; or
- (b) when the City determines that Borrower or Borrower's management agent has failed to comply with this Agreement; or
- (c) if required debt service on all loans secured by the Project and all operating expenses have not been paid current; or
- (d) if the Replacement Reserve Account, Operating Reserve Account or any other reserve account required for the Project is not fully funded under this Agreement; or
- (e) if the Loan is to be repaid from Residual Receipts, Borrower failed to make a payment when due on a Payment Date and the sum remains unpaid; or
- (f) during the pendency of an uncured Event of Default (including Borrower's failure to provide its own funds at any time the City determines the Loan is out of balance) under any City Document.

13.4 Borrower's Use of Residual Receipts for Development. To the extent that making a Distribution is not inconsistent with any other financing agreement for the Project, and subject to the limitations in this Article, with the City's prior written approval Borrower may retain a portion of Residual Receipts in lieu of using them to repay the Loan in an amount consistent with the Residual Receipts Policy attached hereto as **Exhibit P**. Borrower acknowledges that the City may withhold its consent to a Distribution in any year in which Residual Receipts are insufficient to meet Borrower's payment obligations under the Note.

ARTICLE 14 SYNDICATION PROCEEDS.

14.1 Distribution and Use. If Borrower is a limited partnership or limited liability company, and unless otherwise approved by the City in writing, Borrower will allocate, distribute and pay or cause to be allocated, distributed and paid all net syndication proceeds and all loan and grant funds as specified in the Table. Borrower will notify the City of the receipt and disposition of any net syndication proceeds received by Borrower during the term of this Agreement.

ARTICLE 15 RESERVED

ARTICLE 16 TRANSFERS.

16.1 Permitted Transfers/Consent. Borrower will not cause or permit any voluntary transfer, assignment or encumbrance of its interest in the Site or Project or of any ownership interests in Borrower, or lease or permit a sublease on all or any part of the Project, other than: (a) leases, subleases or occupancy agreements to occupants of Units and/or Commercial Space in

the Project; or (b) security interests for the benefit of lenders securing loans for the Project as approved by the City on terms and in amounts as approved by City in its reasonable discretion. Any other transfer, assignment, encumbrance or lease without the City's prior written consent will be voidable and, at the City's election, constitute an Event of Default under this Agreement. The City's consent to any specific assignment, encumbrance, lease or other transfer will not constitute its consent to any subsequent transfer or a waiver of any of the City's rights under this Agreement.

ARTICLE 17 INSURANCE AND BONDS; INDEMNITY.

17.1 Borrower's Insurance. Subject to approval by the City's Risk Manager of the insurers and policy forms, Borrower will procure and keep in effect, and cause its contractors and subcontractors to obtain and maintain at all times during any work or construction activities on the Property, the insurance and bonds as set forth in **Exhibit L** from the date the Deed of Trust is recorded in the Recorder's Office of San Francisco County until the expiration of the Compliance Term at no expense to the City.

17.2 Borrower's Indemnity Obligations. Borrower will indemnify, protect, defend and hold harmless each of the Indemnitees from and against any and all Losses arising out of: (a) any default by Borrower in the observance or performance of any of Borrower's obligations under the City Documents (including those covenants set forth in **Article 18** below); (b) any failure of any representation by Borrower to be correct in all respects when made; (c) injury or death to persons or damage to property or other loss occurring on or in connection with the Site or the Project, whether caused by the negligence or any other act or omission of Borrower or any other person or by negligent, faulty, inadequate or defective design, building, construction, rehabilitation or maintenance or any other condition or otherwise; (d) any claim of any surety in connection with any bond relating to the construction or rehabilitation of any improvements or offsite improvements; (e) any claim, demand or cause of action, or any action or other proceeding, whether meritorious or not, brought or asserted against any Indemnitee that relates to or arises out of the City Documents, the Loan, the Site or the Project or any transaction contemplated by, or the relationship between Borrower and the City or any action or inaction by the City under, the City Documents; (f) the occurrence, until the expiration of the Compliance Term, of any Environmental Activity or any failure of Borrower or any other person to comply with all applicable Environmental Laws relating to the Project or the Site; (g) the occurrence, after the Compliance Term, of any Environmental Activity resulting directly or indirectly from any Environmental Activity occurring before the expiration of the Compliance Term; (h) any liability of any nature arising from Borrower's contest of or relating to the application of any Law, including any contest permitted under **Sections 9.1, 9.2 and 18.2**; or (i) any claim, demand or cause of action, or any investigation, inquiry, order, hearing, action or other proceeding by or before any Governmental Agency, whether meritorious or not, that directly or indirectly relates to, arises from or is based on the occurrence or allegation of any of the matters described in clauses (a) through (h) above, *provided that* no Indemnitee will be entitled to indemnification under this Section for matters caused solely by its own gross negligence or willful misconduct.

17.3 Duty to Defend. Borrower acknowledges and agrees that its obligation to defend the Indemnitees under **Section 17.2**: (a) is an immediate obligation, independent of its other

obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of **Section 17.2**, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to Borrower by the Indemnitee and continues at all times thereafter. In the event any action or proceeding is brought against an Indemnitee by reason of a claim arising out of any Loss for which Borrower has indemnified the Indemnitees, upon written notice, Borrower will answer and otherwise defend the action or proceeding using counsel approved in writing by the Indemnitee at Borrower's sole expense. Each Indemnitee will have the right, exercised in its sole discretion, but without being required to do so, to defend, adjust, settle or compromise any claim, obligation, debt, demand, suit or judgment against the Indemnitee in connection with the matters covered by this Agreement. The Indemnitee will give Borrower prompt notice of any Loss and Borrower has the right to defend, settle and compromise any such Loss; provided, however, that the Indemnitee has the right to retain its own counsel at the expense of Borrower if representation of such Indemnitee by the counsel retained by Borrower would be inappropriate due to conflicts of interest between such Indemnitee and Borrower. An Indemnitee's failure to notify Borrower promptly of any Loss does not relieve Borrower of any liability to such Indemnity under **Section 17.2**, unless such failure materially impairs Borrower's ability to defend such Loss. Borrower will seek the Indemnified Party's prior written consent to settle or compromise any Loss if Borrower contends that such Indemnitee shares in liability with respect thereto.

17.4 No Limitation. Borrower's obligations under **Section 17.2** are not limited by the insurance requirements under this Agreement.

17.5 Survival. The provisions of this Section will survive the repayment of the Loan and/or termination of this Agreement.

ARTICLE 18 HAZARDOUS SUBSTANCES.

18.1 Borrower's Representations. Borrower represents and warrants to the City that, to the best of Borrower's actual knowledge, without independent investigation or inquiry as of the Agreement Date, the following statements are true and correct except as disclosed in the Phase I Environmental Site Assessment completed on April 25, 2025 by SCA Environmental, Inc. or otherwise in writing: (a) the Site is not in violation of any Environmental Laws; (b) the Site is not now, nor has it been, used for the manufacture, use, storage, discharge, deposit, transportation or disposal of any Hazardous Substances, except in limited quantities customarily used in residences and offices and in compliance with Environmental Laws; (c) the Site does not consist of any landfill or contain any underground storage tanks; (d) the improvements on the Site do not consist of any asbestos-containing materials or building materials that contain any other Hazardous Substances; (e) no release of any Hazardous Substances in the improvements on the Site has occurred or in, on, under or about the Site; and (f) the Site is not subject to any claim by any Governmental Agency or third party related to any Environmental Activity or any inquiry by any Governmental Agency (including the California Department of Toxic Substances Control and the Regional Water Quality Control Board) with respect to the presence of Hazardous Substances in the improvements on the Site or in, on, under or about the Site, or the migration of Hazardous Substances from or to other real property.

18.2 Covenant. Unless the City otherwise consents in writing, at all times from and after the date of this Agreement, at its sole expense, Borrower will: (a) comply with all applicable Environmental Laws relating to the Site and the Project, and not engage in or otherwise permit the occurrence of any Environmental Activity in violation of any applicable Environmental Laws or that is not customary and incidental to the intended use of the Site, *provided that* nothing contained in this Section will prevent Borrower from contesting, in good faith and by appropriate proceedings, any interpretation or application of Environmental Laws; and (b) deliver to the City notice of the discovery by Borrower of any event rendering any representation contained in this Section incorrect in any respect promptly following Borrower's discovery.

18.3 Survival. Borrower and City agree that this Article 18 is intended as City's written request for information (and Borrower's response) concerning the environmental condition of the Site as security as required by California Code of Civil Procedure § 726.5; and each provision in this Article (together with any indemnity applicable to a breach of any such provision) with respect to the environmental condition of the Site as security is intended by City and Borrower to be an "environmental provision" for purposes of California Code of Civil Procedure § 736, and as such it is expressly understood that Borrower's duty to indemnify City hereunder will survive: (a) any judicial or non-judicial foreclosure under the Deed of Trust, or transfer of the Property in lieu thereof, (b) the release and reconveyance or cancellation of the Deed of Trust; and (c) the satisfaction of all of Borrower's obligation under the City Documents.

ARTICLE 19 DEFAULT.

19.1 Event of Default. Any material breach by Borrower of any covenant, agreement, provision or warranty contained in this Agreement or in any of the City Documents that remains uncured upon the expiration of any applicable notice and cure periods contained in any City Document will constitute an "Event of Default," including the following:

(a) Borrower fails to make any payment required under this Agreement within ten (10) days after the date when due; or

(b) Any lien is recorded against all or any part of the Site or the Project without the City's prior written consent, whether prior or subordinate to the lien of the Deed of Trust or Declaration of Restrictions, and the lien is not removed from title or otherwise remedied to the City's satisfaction within thirty (30) days after Borrower's receipt of written notice from the City to cure the default, or, if the default cannot be cured within a 30-day period, Borrower will have sixty (60) days to cure the default, or any longer period of time deemed necessary by the City, *provided that* Borrower commences to cure the default within the 30-day period and diligently pursues the cure to completion; or

(c) Borrower fails to perform or observe any other term, covenant or agreement contained in any City Document, and the failure continues for thirty (30) days after Borrower's receipt of written notice from the City to cure the default, or, if the default cannot be cured within a 30-day period, Borrower will have sixty (60) days to cure the default, or any

longer period of time deemed necessary by the City, *provided that* Borrower commences to cure the default within the 30-day period and diligently pursues the cure to completion; or

(d) Any representation or warranty made by Borrower in any City Document proves to have been incorrect in any material respect when made; or

(e) All or a substantial or material portion of the improvements on the Site is damaged or destroyed by fire or other casualty, and the City has determined upon restoration or repair that the security of the Deed of Trust has been impaired or that the repair, restoration or replacement of the improvements in accordance with the requirements of the Deed of Trust is not economically practicable or is not completed within two (2) years of the receipt of insurance proceeds; or all or a substantial or material portion of the improvements is condemned, seized or appropriated by any non-City Governmental Agency or subject to any action or other proceeding instituted by any non-City Governmental Agency for any purpose with the result that the improvements cannot be operated for their intended purpose; or

(f) Borrower is dissolved or liquidated or merged with or into any other entity; or, if Borrower is a corporation, partnership, limited liability company or trust, Borrower ceases to exist in its present form and (where applicable) in good standing and duly qualified under the laws of the jurisdiction of formation and California for any period of more than ten (10) days; or, if Borrower is an individual, Borrower dies or becomes incapacitated; or all or substantially all of the assets of Borrower are sold or otherwise transferred except as permitted under **Section 16.1**; or

(g) Without the City's prior written consent, Borrower assigns or attempts to assign any rights or interest under any City Document, whether voluntarily or involuntarily, except as permitted under **Section 16.1**; or

(h) Without the City's prior written consent (or HCD's prior written consent, if applicable), Borrower voluntarily or involuntarily assigns or attempts to sell, lease, assign, encumber or otherwise transfer all or any portion of the ownership interests in Borrower or of its right, title or interest in the Project or the Site except as permitted under **Article 16**; or

(i) Without the City's prior written consent, Borrower transfers, or authorizes the transfer of, funds in any Account required or authorized under this Agreement; or

(j) Either the Deed of Trust or the Declaration of Restrictions ceases to constitute a valid and indefeasible perfected lien on the Site and improvements, subject only to Permitted Exceptions; or

(k) Borrower is subject to an order for relief by the bankruptcy court, or is unable or admits in writing its inability to pay its debts as they mature or makes an assignment for the benefit of creditors; or Borrower applies for or consents to the appointment of any receiver, trustee or similar official for Borrower or for all or any part of its property (or an appointment is made without its consent and the appointment continues undischarged and unstayed for sixty (60) days); or Borrower institutes or consents to any bankruptcy, insolvency,

reorganization, arrangement, readjustment of debt, dissolution, custodianship, conservatorship, liquidation, rehabilitation or similar proceeding relating to Borrower or to all or any part of its property under the laws of any jurisdiction (or a proceeding is instituted without its consent and continues undismissed and unstayed for more than sixty (60) days); or any judgment, writ, warrant of attachment or execution or similar process is issued or levied against the Site, the improvements or any other property of Borrower and is not released, vacated or fully bonded within sixty (60) days after its issue or levy; or

(l) Any material adverse change occurs in the financial condition or operations of Borrower, such as a loss of services funding or rental subsidies, that has a material adverse impact on the Project, provided that, if the Borrower provides an alternative funding source to cover a loss of funding or rental subsidy that is reasonably satisfactory to the City, a material adverse impact will not be deemed to have occurred; or

(m) Borrower fails to make any payments or disbursements required to bring the Loan in balance after the City determines that the Loan is out of balance; or

(n) Before a certificate of occupancy or equivalent certification is issued for the Project, Borrower ceases rehabilitation or construction of the Project for a period of twenty five (25) consecutive calendar days, and the cessation is not excused under **Section 19.3**; or

(o) Borrower is in default of its obligations with respect to the Ground Lease, the Standard Agreement, the Homekey+ Program Requirements, or any funding obligation (other than the Loan) for the Project, and the default remains uncured following the expiration of any applicable cure periods; or

(p) Borrower is in default of its obligations under any other agreement entered into with the City and County of San Francisco, and the default remains uncured following the expiration of any applicable cure periods.

19.2 Remedies. During the pendency of an uncured Event of Default, the City may exercise any right or remedy available under this Agreement or any other City Document or at law or in equity. All of the City's rights and remedies following an Event of Default are cumulative, including:

(a) The City at its option may declare the unpaid principal balance of the Note, together with default interest as provided in the Note and any other charges due under the Note and the other City Documents, immediately due and payable without protest, presentment, notice of dishonor, demand or further notice of any kind, all of which Borrower expressly waives.

(b) The City at its option may terminate all commitments to make Disbursements or to release the Site from the Deed of Trust or Declaration of Restrictions, or, without waiving the Event of Default, the City may determine to make further Disbursements or to release all or any part of the Site from the Deed of Trust or Declaration of Restrictions upon terms and conditions satisfactory to the City in its sole discretion.

(c) The City may perform any of Borrower's obligations in any manner, in the City's reasonable discretion.

(d) The City, either directly or through an agent or court-appointed receiver, may take possession of the Project and enter into contracts and take any other action the City deems appropriate to complete or construct all or any part of the improvements, subject to modifications and changes in the Project the City deems appropriate.

(e) The City may apply to any court of competent jurisdiction for specific performance, or an injunction against any violation, of this Agreement or for any other remedies or actions necessary or desirable to correct Borrower's noncompliance with this Agreement.

(f) Upon the occurrence of an Event of Default described in **Section 19.1(k)**, the unpaid principal balance of the Note, together with default interest as provided in the Note and any other charges due under the Note and the other City Documents, will become due and payable automatically.

(g) All costs, expenses, charges and advances of the City in exercising its remedies or to protect the Project will be deemed to constitute a portion of the principal balance of the Note, even if it causes the principal balance to exceed the face amount of the Note, unless Borrower reimburses the City within ten (10) days of the City's demand for reimbursement.

19.3 Force Majeure. The occurrence of any of the following events will excuse performance of any obligations of the City or Borrower rendered impossible to perform while the event continues: strikes; lockouts; labor disputes; acts of God; inability to obtain labor, materials or reasonable substitutes for either; governmental restrictions, regulations or controls, including, but not limited to, government health orders related to a pandemic or epidemic; judicial orders; enemy or hostile governmental actions; civil commotion; fire or other casualty and other causes beyond the control of the party obligated to perform. The occurrence of a force majeure event will excuse Borrower's performance only in the event that Borrower has provided notice to the City within thirty (30) days after the occurrence or commencement of the event or events, and Borrower's performance will be excused for a period ending thirty (30) days after the termination of the event giving rise to the delay.

19.4 City's Recourse. The City's recourse against Borrower following an Event of Default is limited as set forth more specifically in the Note.

ARTICLE 20 REPRESENTATIONS AND WARRANTIES.

20.1 Borrower Representations and Warranties. As a further inducement for the City to enter into this Agreement, Borrower represents and warrants as follows:

(a) The execution, delivery and performance of the City Documents will not contravene or constitute a default under or result in a lien upon assets of Borrower under any applicable Law, any Charter Document of Borrower or any instrument binding upon or affecting

Borrower, or any contract, agreement, judgment, order, decree or other instrument binding upon or affecting Borrower.

(b) When duly executed, the City Documents will constitute the legal, valid and binding obligations of Borrower. Borrower hereby waives any defense to the enforcement of the City Documents related to alleged invalidity of the City Documents.

(c) No action, suit or proceeding is pending or threatened that might affect Borrower or the Project adversely in any material respect.

(d) Borrower is not in default under any agreement to which it is a party, including any lease of real property.

(e) None of Borrower, Borrower's principals or Borrower's general contractor has been suspended or debarred by the City, the Department of Industrial Relations, or any Governmental Agency, nor has Borrower, any of its principals or its general contractor been suspended, disciplined or prohibited from contracting with the City or any Governmental Agency. Further, Borrower certifies that neither it nor any of its principals is listed by the General Services Administration as debarred, suspended, ineligible or voluntarily excluded from receiving the Funds on the Agreement Date. In addition, Borrower will review the list to ensure that any contractor or subcontractor who bids for a contract in excess of \$100,000 is not debarred, suspended, ineligible or voluntarily excluded from participating in federal programs and activities in addition to obtaining the certification of each contractor or subcontractor whose bid is accepted.

(f) The Loan is in balance, and the Funding Amount, together with all other committed sources of financing for the Project, are sufficient to complete the Project in accordance with this Agreement.

(g) All statements and representations made by Borrower in connection with the Loan remain true and correct as of the date of this Agreement.

(h) The Borrower is duly organized and in good standing under applicable laws of the State of California and is qualified to do business in the City and County of San Francisco.

ARTICLE 21 NOTICES.

21.1 Written Notice. All notices required by this Agreement will be made in writing and may be communicated by personal delivery, by a nationally recognized courier that obtains receipts, facsimile (if followed within one (1) business day by first class mail) or by United States certified mail, postage prepaid, return receipt requested. Delivery will be deemed complete as of the earlier of actual receipt (or refusal to accept proper delivery) or five (5) days after mailing, *provided that* any notice that is received after 5 p.m. on any day or on any weekend or holiday will be deemed to have been received on the next succeeding business day. Notices will be addressed as follows:

To the City: City and County of San Francisco
 c/o Mayor's Office of Housing and Community Development
 1 South Van Ness Avenue, 5th Floor
 San Francisco, CA 94103
 Attn: Director

To Borrower: 835 Turk LLC
 c/o Five Keys Schools and Programs
 320 13th Street 2nd Floor
 Oakland, CA 94612
 Attn: President and CEO

or any other address a party designates from time to time by written notice sent to the other party in manner set forth in this Section.

21.2 Required Notices. Borrower agrees to provide notice to the City in accordance with Section 21.1 of the occurrence of any change or circumstance that: (a) will have an adverse effect on the physical condition or intended use of the Project; (b) causes the Loan to be Out of Balance; or (c) will have a material adverse effect on Borrower's operation of the Property or ability to repay the Loan.

ARTICLE 22 GENERAL PROVISIONS.

22.1 Subordination. The Deed of Trust may be subordinated to other financing secured by and used for development of the Project (in each case, a "**Senior Lien**"), but only if MOHCD determines in its sole discretion that subordination is necessary to secure adequate acquisition, construction, rehabilitation and/or permanent financing to ensure the viability of the Project. Following review and approval by MOHCD and approval as to form by the City Attorney's Office, the Director of MOHCD or their successor or designee will be authorized to execute any approved subordination agreement without the necessity of any further action or approval. The Declaration of Restrictions will not be subordinated to any financing secured by and used for the Project.

22.2 No Third Party Beneficiaries. Nothing contained in this Agreement, nor any act of the City, may be interpreted or construed as creating the relationship of third party

beneficiary, limited or general partnership, joint venture, employer and employee, or principal and agent between the City and Borrower or Borrower's agents, employees or contractors.

22.3 No Claims by Third Parties. Nothing contained in this Agreement creates or justifies any claim against the City by any person or entity with respect to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the Project. Borrower will include this requirement as a provision in any contracts for the development of the Project.

22.4 Entire Agreement. This Agreement and its Exhibits incorporate the terms of all agreements made by the City and Borrower with regard to the subject matter of this Agreement. No alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto. No oral understandings or agreements not incorporated herein will be binding on the City or Borrower.

22.5 City Obligations. The City's sole obligation under this Agreement is limited to providing the Funds as described in this Agreement, up to the Funding Amount. Under no circumstances, including breach of this Agreement, will the City be liable to Borrower for any special or consequential damages arising out of actions or failure to act by the City in connection with any of the City Documents.

22.6 Borrower Solely Responsible. Borrower is an independent contractor with the right to exercise full control of employment, direction, compensation and discharge of all persons assisting in the performance contemplated under this Agreement. Borrower is solely responsible for: (a) its own acts and those of its agents, employees and contractors and all matters relating to their performance, including compliance with Social Security, withholding and all other Laws governing these matters and requiring that contractors include in each contract that they will be solely responsible for similar matters relating to their employees; (b) any losses or damages incurred by Borrower, any of its contractors or subcontractors and the City and its officers, representatives, agents and employees on account of any act, error or omission of Borrower in the performance of this Agreement or any other City Document and the development and operation of the Project; and (c) all costs and expenses relating to Borrower's performance of obligations under the City Documents, the delivery to the City of documents, information or items under or in connection with any of the City Documents and taxes, fees, costs or other charges payable in connection with the execution, delivery, filing and/or recording of any City Document or document required under any City Document.

22.7 No Inconsistent Agreements. Borrower warrants that it has not executed and will not execute any other agreement(s) with provisions materially contradictory or in opposition to the provisions of this Agreement.

22.8 Inconsistencies in City Documents. In the event of any conflict between the terms of this Agreement and any other City Document, the terms of this Agreement control unless otherwise stated; *provided, however,* that any provision in this Agreement in conflict with any Law will be interpreted subject to that Law.

22.9 Governing Law; Venue. This Agreement is governed by California law and the City's Charter and Municipal Code without regard to its choice of law rules. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the Superior Court for the City and County of San Francisco, and each party agrees to the exclusive jurisdiction of such court in any such suit, action, or proceeding (excluding bankruptcy matters). The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such court and irrevocably waive and agree not to plead or claim that any suit, action, or proceeding brought in San Francisco Superior Court relating to this Agreement has been brought in an inconvenient forum. The Parties also unconditionally and irrevocably waive any right to remove any such suit, action, or proceeding to Federal Court.

22.10 Joint and Several Liability. If Borrower consists of more than one person or entity, each is jointly and severally liable to the City for the faithful performance of this Agreement.

22.11 Successors. Except as otherwise limited herein, the provisions of this Agreement bind and inure to the benefit of the undersigned parties and their heirs, executors, administrators, legal representatives, successors and assigns. This provision does not relieve Borrower of its obligation under the City Documents to obtain the City's prior written consent to any assignment or other transfer of Borrower's interests in the Loan, the Site or the ownership interests in Borrower.

22.12 Reserved.

22.13 Severability. The invalidity or unenforceability of any one or more provisions of this Agreement will in no way affect any other provision.

22.14 Time. Time is of the essence in this Agreement. Whenever the date on which an action will be performed falls on a Saturday, Sunday or federal holiday, the date for performance will be deemed to be the next succeeding business day.

22.15 Further Assurances. Borrower agrees to: (a) pursue in an effective and continuous manner; (b) use best efforts to achieve; and (c) take all actions reasonably required by the City from time to time to confirm or otherwise carry out the purpose of this Agreement.

22.16 Binding Covenants. The provisions of the City Documents constitute covenants running with the land and will be binding upon Borrower and Borrower's successors and assigns, and all parties having or acquiring any right, title or interest in whatever form, including leasehold interests (other than Tenants and approved commercial tenants), in or to any part of the Property, except that the same will terminate and become void automatically at the expiration of the Compliance Term of this Agreement. Any attempt to transfer any right, title or interest in the Property in violation of these covenants will be void.

22.17 Consent. Except as expressly provided otherwise, whenever consent or approval of a party is required in any City Document, that party agrees not to withhold or delay its consent or approval unreasonably.

22.18 Counterparts. This Agreement may be executed in any number of counterparts, all of which will constitute but one agreement.

22.19 Borrower's Personnel. The Project will be implemented only by competent personnel under the direction and supervision of Borrower.

22.20 Borrower's Board of Directors. Borrower or Borrower's Sole Member, as applicable, will at all times be governed by a legally constituted and fiscally responsible board of directors. Such board of directors will meet regularly and maintain appropriate membership, as established in the bylaws and other governing documents of Borrower's Sole Member and will adhere to applicable provisions of federal, state and local laws governing nonprofit corporations. Such board of directors will exercise such oversight responsibility with regard to this Agreement as is necessary to ensure full and prompt performance by Borrower of its obligations under this Agreement.

22.21 Exhibits. The following exhibits are attached to this Agreement and incorporated by reference:

EXHIBITS

- A Schedules of Income and Rent Restrictions
- B-1 Table of Sources and Uses of Funds
- B-2 Annual Operating Budget
- B-3 20-Year Cash Flow Proforma
- C Form of Tenant Income Certification
- D First Source Hiring Requirements and Numerical Goals
- E Governmental Requirements
- F Lobbying/Debarment Certification Form
- G Form of Annual Monitoring Report
- H Tenant Selection Plan Policy
- I MOHCD Tenant Screening Criteria Policy
- J Intentionally omitted
- K Hold Harmless Policy
- L Insurance Requirements
- M Intentionally omitted
- N Intentionally omitted
- O Intentionally omitted
- P MOHCD Residual Receipts Policy

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at San Francisco, California as of the date first written above.

THE CITY:

CITY AND COUNTY OF SAN
FRANCISCO, a municipal corporation

By: _____

Daniel Lurie
Mayor

By: _____

Daniel Adams
Director, Mayor's Office of Housing
and Community Development

BORROWER:

835 Turk LLC,
a California limited liability company

By: Five Keys Schools and Programs,
a California nonprofit public benefit
company,
its sole managing member

By: _____

Steve Good
President

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

By: _____

Jessie Alfaro-Cassella
Deputy City Attorney

EXHIBIT A
Schedules of Income and Rent Restrictions

1. **Income and Rent Restrictions.** Maximum rent is 30% of maximum income level. As used in this Agreement, the term “Qualified Tenant” includes each category of Tenant included below:

Unit Size	No. of Units	Maximum HCD Income Level	Maximum MOHCD Income Level
SRO	106	30% of HCD Median Income	50% of Median Income

In addition, following a vacancy of a Non-Qualified Tenant in a Unit after rehabilitation of the Project, all Units must be made available to Homeless Households or those at risk of homelessness during the period in which the City’s Local Operating Subsidy program is in operation and the City provides such subsidy to the Project under the LOSP Agreement.

In addition, all Units will be concurrently Homekey+ units and targeted to Tenants who meet the Homekey+ Target Population for a period of fifty-five (55) years. Homekey+ units are restricted to 30% of HCD Median Income as determined by Homekey+ Program Requirements, however such income limit for the Homekey+ units may be increased to a maximum of 50% of HCD Median Income subject to the Homekey+ Program Requirements and demonstrated good faith efforts by Borrower to lease Homekey+ units to the Homekey+ Target Population. On an annual basis, Borrower will convert to the HCD Median Income and maximum rent to the corresponding published MOHCD maximum income level and maximum rent level, respectively, and provide MOHCD with supporting documentation.

Homekey+ units will be operated under the Homekey+ Program Requirements, as set forth in the Standard Agreement. In addition, Borrower will certify, upon occupancy, that it will employ the core components of Housing First (as set forth at Welfare and Institutions Code section 8255) as part of its property management plan and Supportive Services plan. If there is any conflict between the Homekey+ Program Requirements and this Agreement, the Homekey+ Program Requirements will control.

Under the Standard Agreement with HCD for Homekey+ Funds, the City is required to provide an operating subsidy for the first five (5) years of the Project. If after 5 years, the LOSP subsidy is terminated, discontinued or reduced at no fault of Borrower with respect to the Project, then the rent restrictions above may be altered but only to the extent necessary for the Project to remain financially feasible, as determined in City’s reasonable discretion; provided that:

(a) Borrower diligently pursues an additional or alternative source of income or subsidy acceptable to the City to replace the rental subsidies.

(b) One hundred percent (100%) of the Units formerly under the LOSP will at all times be occupied by Qualified Tenants whose Adjusted Income does not exceed fifty percent (50%) of Median Income and the monthly rent paid by the Qualified Tenants may not exceed (a) thirty percent (30%) of fifty percent (50%) of Median Income, (b) less utility allowance. To the extent financially feasible, as mutually determined by the Parties, any such rent increase will be limited to (or will be first implemented with) any vacant units.

In such event, the City will use good faith efforts to meet with Borrower within fifteen (15) days after Borrower's request to meet. The relief provided by the foregoing will not be construed as authorizing Borrower to exceed any income or rent restriction imposed on the Project by under any other agreement. Borrower covenants and warrants that it will obtain all necessary approvals or relief from any other applicable income or rent limitations before implementing the relief provided in this paragraph.

2. Rent and Utilities. The total amount for rent and utilities (with the maximum allowance for utilities determined by the San Francisco Housing Authority) charged to a Qualified Tenant may not exceed the greater of:

- (i) thirty percent (30%) of the applicable maximum income level, adjusted for household size; or
- (ii) the tenant paid portion of the contract rent as determined by the San Francisco Housing Authority for Qualified Tenants holding Section 8 vouchers or certificates.

Rents may be increased as permitted pursuant to Section 7.3 of the Agreement.

EXHIBIT B-1
Table of Sources and Uses of Funds

Attached.

Exhibit B-1

EXHIBIT B-2
Annual Operating Budget

Attached.

EXHIBIT B-3
20-Year Cash Flow Proforma

Attached.

EXHIBIT C
Tenant Income Certification Form

Attached.

EXHIBIT D
First Source Hiring Requirements and Numerical Goals

Borrower's use of Funds triggers the following hiring requirements imposed by the City's First Source Hiring Ordinance (San Francisco Administrative Code Chapter 83).

Borrower will, or will require its general contractor to, separately execute a First Source Hiring Agreement with the City as set forth below, although the lack of such a separate execution will not affect the requirements of Chapter 83 as incorporated herein.

A. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor will comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement have the meanings assigned to such terms in Chapter 83.

B. First Source Hiring Agreement. On or before the effective date of the Ground Lease, Borrower will, or will require its general contractor to, enter into a first source hiring agreement ("FSH Agreement") with the City, that will include the terms as set forth in Section 83.9(b). Borrower also enter into a FSH Agreement with the City for any other work that it performs in the City.

C. Hiring Decisions. Borrower or its general contractor will make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

D. Exceptions. Upon application by Contractor, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

E. Liquidated Damages. Borrower agrees:

1. To be liable to the City for liquidated damages as provided in this Section;

2. To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this Section;

3. That the Borrower's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result

of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

4. That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

5. That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this Section is based on the following data:

a. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

b. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to a contractor and who is hired in an entry level position is at least one year; therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

6. That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

7. That in the event the City is the prevailing party in a civil action to recover liquidated damages for breach of a contract provision required by this Chapter, the contractor will be liable for the City's costs and reasonable attorney's fees.

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors will be made by the FSHA.

F. Subcontracts. Any subcontract entered into by Borrower or its general contractor will require the subcontractor to comply with the requirements of Chapter 83 and will contain contractual obligations substantially the same as those set forth in this Section.

EXHIBIT E
Governmental Requirements

1. Prevailing Wages and Working Conditions. Any undefined, initially-capitalized term used in this Section shall have the meaning given to such term in San Francisco Administrative Code Section 6.1. Every contract for the rehabilitation or construction of housing assisted with Funds must comply with Chapter I (commencing with Section 1720) of Part 7 of the California Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) and contain a provision requiring: (1) the payment of not less than the Prevailing Rate of Wage to all laborers and mechanics employed in the development of any part of the housing, (2) provide the same hours, working conditions and benefits as in each case are provided for similar work performed in San Francisco County, and (3) employ Apprentices in accordance with state law and San Francisco Administrative Code Section 6.22(n), (collectively, "Prevailing Wage Requirements"). The Prevailing Wage Requirements of this Section apply to all laborers and mechanics employed in the development of the Project, including portions other than the assisted Units. Borrower agrees to cooperate with the City in any action or proceeding against a Contractor or Subcontractor that fails to comply with the Prevailing Wage Requirements. If applicable, Borrower must include, and require its Contractors and Subcontractors (regardless of tier) to include, the Prevailing Wage Requirements and the agreement to cooperate in City enforcement actions in any Construction Contract with specific reference to San Francisco Administrative Code Chapter 6.

2. Environmental Review. The Project will meet the requirements of the California Environmental Quality Act (Cal. Pub. Res. Code §§ 2100 *et seq.*) and implementing regulations.

3. Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no employee, agent, consultant, officer or official of Borrower or the City who exercises or has exercised any function or responsibilities with respect to activities assisted by Funds, in whole or in part, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in or benefit from the activities assisted under this Agreement, or have an interest, direct or indirect, in any contract, subcontract or agreement with respect thereto, or in the proceeds thereunder either for himself/herself or for those with whom he/she has family or business ties, during their tenure and for one year thereafter. In order to carry out the purpose of this Section, Borrower will incorporate, or cause to be incorporated, in all contracts, subcontracts and agreements relating to activities assisted under the Agreement, a provision similar to that of this Section. Borrower will be responsible for obtaining compliance with conflict of interest provisions by the parties with whom it contracts and, in the event of a breach, Borrower will take prompt and diligent action to cause the breach to be remedied and compliance to be restored.

(b) Borrower represents that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of the San Francisco Campaign and Governmental Conduct Code, and Sections 1090 through 1097 and 87100 *et seq.* of the California Government Code, all of which relate to prohibited conflicts of interest in connection with government contracts. Borrower certifies that it knows of no facts that constitute a violation of any of these provisions and agrees to notify the City immediately if Borrower at any time obtains knowledge of facts constituting a violation.

(c) In the event of any violation of the conflict of interest prohibitions, Borrower agrees that the City may refuse to consider any future application for funding from Borrower or any entity related to Borrower until the violation has been corrected to the City's satisfaction, in the City's sole discretion.

4. Disability Access. Borrower will comply with all applicable disability access Laws, including the Americans With Disabilities Act (42 U.S.C. §§ 1201 *et seq.*), Section 504 of the Rehabilitation Act (29 U.S.C. § 794) and the Fair Housing Amendments Act (42 U.S.C. §§ 3601 *et seq.*). Borrower is responsible for determining which disability access Laws apply to the Project, including those applicable due to the use of Funds. In addition, before occupancy of the Project, Borrower will provide to the City a written reasonable accommodations policy that indicates how Borrower will respond to requests by disabled individuals for accommodations in Units and common areas of the Project.

5. Lead-Based Paint. Borrower will satisfy the requirements of Chapter 36 of the San Francisco Building Code (“Work Practices for Exterior Lead-Based Paint”) and the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821 *et seq.*) and implementing regulations at 24 CFR part 35. Borrower will also comply with the

provisions contained in 17 CCR 350000 *et seq.*, and 8 CCR 1532.1 and all other applicable Laws governing lead-based hazards.

6. **Relocation.** Borrower will comply with any applicable requirements of the California Relocation Assistance Act (Cal. Gov. Code §§ 7260 *et seq.*) and implementing regulations in Title 25, Chapter 6 of the California Administrative Code and similar Laws.

7. **Low-Income Hiring Requirements.** The use of Funds triggers compliance with certain hiring requirements imposed by the City's First Source Hiring Ordinance (S.F. Admin. Code Chapter 83). To ensure compliance with those requirements, Borrower must include the provisions attached as **Exhibit D** in its contract with the general contractor for the Project. Borrower will be responsible to the City for ensuring compliance with the requirements listed on **Exhibit D**.

8. **Non-Discrimination in City Contracts and Benefits Ordinance.**

(a) **Borrower Will Not Discriminate.** In the performance of this Agreement, Borrower agrees not to discriminate against any employee, City and County employee working with Borrower or any subcontractor, applicant for employment with Borrower or any subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services or membership in all business, social or other establishments or organizations operated by Borrower on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, height, weight, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

(b) **Subcontracts.** Borrower will incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 131.3 of the San Francisco Labor and Employment Code. Borrower's failure to comply with the obligations in this subsection will constitute a material breach of this Agreement.

(c) **Non-Discrimination in Benefits.** Borrower does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 131.2(b) of the San Francisco Labor and Employment Code.

(d) Condition to Contract. As a condition to this Agreement, Borrower will execute the City's Declaration: Nondiscrimination in Contracts and Benefits form with supporting documentation and secure the approval of the executed form by the San Francisco Contract Monitoring Division ("CMD") (formerly the Human Rights Commission).

(e) Incorporation of Labor and Employment Code Provisions by Reference. The provisions of Article 131 ("Nondiscrimination in Contracts") and 132 ("Nondiscrimination in Property Contracts") of the San Francisco Labor and Employment Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Borrower will comply fully with and be bound by all of the provisions that apply to this Agreement under such Articles of the Labor and Employment Code, including the remedies provided in such Articles. Without limiting the foregoing, Borrower understands that pursuant to Sections 131.2(h) and 132.3(g) of the San Francisco Labor and Employment Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Borrower and/or deducted from any payments due Borrower.

9. MacBride Principles. Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Borrower acknowledges and agrees that he or she has read and understood this Section.

10. Tropical Hardwood & Virgin Redwood Ban. Pursuant to § 804(b) of the San Francisco Environment Code, City urges all grantees and borrowers not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

11. Preservative-Treated Wood Containing Arsenic. Borrower may not purchase preservative-treated wood products containing arsenic until the Deed of Trust has been fully reconveyed unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" will mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Borrower may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Borrower from purchasing preservative-treated wood containing arsenic for saltwater

immersion. The term “saltwater immersion” will mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

12. Submitting False Claims; Monetary Penalties. Any borrower, grantee, contractor, subcontractor or consultant who submits a false claim will be liable to the City for the statutory penalties set forth in that section. A borrower, grantee, contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the borrower, grantee, contractor, subcontractor or consultant:

- (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval;
- (b) knowingly makes, uses or causes to be made or used a false record or statement to get a false claim paid or approved by the City;
- (c) conspires to defraud the City by getting a false claim allowed or paid by the City;
- (d) knowingly makes, uses or causes to be made or used a false record or statement to conceal, avoid or decrease an obligation to pay or transmit money or property to the City; or
- (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

13. Sunshine Ordinance.

(a) Borrower acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, grantee's bids, responses to Requests for Proposals (RFPs) and all other records of communications between City and persons or entities seeking contracts, will be open to inspection immediately after a contract has been awarded. Nothing in such Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Borrower that is covered by such Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request. Further, Borrower specifically agrees that any meeting of the governing body of its general partner/manager that addresses any matter relating to the Project or to Borrower's performance under this Agreement will be conducted as a passive meeting.

(b) By executing this Agreement, Borrower agrees to comply with the provisions of Chapter 12L of the San Francisco Administrative Code to the extent

applicable. By executing this Agreement, Borrower agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the San Francisco Administrative Code. Borrower further agrees to make good faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. Borrower acknowledges that its material failure to comply with any of the provisions of this paragraph will constitute a material breach of this Agreement. Borrower further acknowledges that such material breach of the Agreement will be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

(c) In accordance with the Citizen's Right to Know Act of 1998 (S. F. Admin. Code Chapter 79), no officer, department, board or commission of the City may approve a City Project, as defined in Chapter 79, unless a sign has been posted on the applicable property at least fifteen (15) days before approval. A City Project is a project that involves new construction, a change in use or a significant expansion of an existing use where the City funding for the project is \$50,000 or more. If the Loan will be used for a City Project, this Agreement will not become effective until fifteen (15) days following the posting of the requisite sign, or, in the alternative, thirty (30) days following the delivery of written notices to residents and owners within 300 feet of the Site, and the City will have the right to nullify or revoke this Agreement without cost or liability of any sort whatsoever at any time before that date. If Borrower believes that this Agreement relates to a City Project and that the requisite sign has not been posted, Borrower will notify the City so that the City may determine the applicability of Chapter 79, and, if necessary, post the requisite sign.

14. Prohibition on Use of Public Funds for Political Activities. Borrower will comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Borrower is subject to the enforcement and penalty provisions in Chapter 12G.

15. Nondisclosure of Private Information. Borrower has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12.M.2, "Nondisclosure of Private Information", and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Borrower agrees that any failure of Borrower to comply with the requirements of Section 12M.2 of this Chapter will be a material breach of the Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement, bring a false claim action against Borrower pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar Borrower.

16. Graffiti Removal. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property

maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti will be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

(a) Borrower will remove all graffiti from any real property owned or leased by Borrower in the City and County of San Francisco within forty eight (48) hours of the earlier of Borrower's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Borrower to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" will not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

(b) Any failure of Borrower to comply with this section of this Agreement will constitute an Event of Default of this Agreement.

17. Resource-Efficient Building Ordinance. Borrower acknowledges that the City and County of San Francisco has enacted San Francisco Environment Code Chapter 7 relating to resource-efficient City buildings and resource-efficient pilot projects. Borrower hereby agrees it will comply with the applicable provisions of such code sections as such sections may apply to the Property.

18. Consideration of Criminal History in Hiring and Employment Decisions.

(a) Borrower agrees to comply fully with and be bound by all of the provisions of Article 142 "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Labor and Employment Code (Article 142), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Article 142 are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Article 142 is available on the web at www.sfgov.org/olse/fco. A partial listing of some of Borrower's obligations under Article 142 is set forth in this Section. Borrower is required to comply with all of the applicable provisions of Article 142, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement will have the meanings assigned to such terms in Article 142.

(b) The requirements of Article 142 will only apply to a Borrower's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, will apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, will apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and will not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

(c) Borrower will incorporate by reference in all subcontracts the provisions of Article 142, and will require all subcontractors to comply with such provisions. Borrower's failure to comply with the obligations in this subsection will constitute a material breach of this Agreement.

(d) Borrower or Subcontractor will not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

(e) Borrower or Subcontractor will not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 16.16(d), above. Borrower or Subcontractor will not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

(f) Borrower or Subcontractor will state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Borrower or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Article 142.

(g) Borrower and Subcontractors will post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Borrower or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice will be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

(h) Borrower understands and agrees that if it fails to comply with the requirements of Article 142, the City will have the right to pursue any rights or remedies available under Article 142, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

19. Food Service Waste Reduction Requirements. Borrower agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Borrower agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Borrower agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount will not be considered a penalty, but rather agreed monetary damages sustained by City because of Borrower's failure to comply with this provision.

20. Bottled Drinking Water. Unless exempt, Borrower agrees to comply fully with and be bound by all of the provisions of the San Francisco Bottled Water Ordinance, as set forth in San Francisco Environment Code Chapter 24, including the administrative fines, remedies, and implementing regulations provided therein, as the same may be amended from time to time. The provisions of Chapter 24 are incorporated herein by reference and made a part of this Agreement as though fully set forth.

21. Reserved.

22. Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Borrower will comply with the applicable requirements of the Local Business Enterprise Utilization and Non-Discrimination in Contracting Ordinance under Administrative Code Chapter 14B ("LBE Ordinance") and will incorporate such requirements in contracts with any Contractors and Subcontractors.

EXHIBIT F
Lobbying/Debarment Certification Form

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This lobbying certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

3. Neither the undersigned nor its principals is listed by the General Services Administration as debarred, suspended, ineligible or voluntarily excluded from receiving the Funds on the Agreement Date. The undersigned will review the list to ensure that any contractor or subcontractor who bids for a contract in excess of \$100,000 is not debarred, suspended, ineligible or voluntarily excluded from participating in federal programs and activities and will obtain the certification of each contractor or subcontractor whose bid is accepted that such contractor or subcontractor is not debarred, suspended, ineligible or voluntarily excluded from participating in federal programs and activities.

[signature follows]

835 Turk LLC,
a California limited liability company

By: Five Keys Schools and Programs,
a California nonprofit public benefit company,
its sole managing member

By: _____
Steve Good
President

EXHIBIT G
Form of Annual Monitoring Report

Attached.

EXHIBIT H
Tenant Selection Plan Policy

This policy is in addition to the obligations to comply with applicable federal, state and local civil rights laws, including laws pertaining to reasonable accommodation and limited English proficiency (LEP),¹ and the applicable provision of the Violence Against Women Act, Pub. Law 109-62 (January 5, 2006), as amended.

Application Process

- **Application Materials.** MOHCD will provide an application to be used prior to the housing lottery. The housing provider agrees to use this application to determine lottery eligibility. The housing provider's written and/or electronic application materials should:
 - outline the screening criteria that the housing provider will use;
 - be in compliance with San Francisco Police Code Article 49 or the Fair Chance Ordinance,
 - outline how an applicant may request a modification of the admission process and/or a change in admission policies or practices as a reasonable accommodation;
 - be written in language that is clear and readily understandable,
- **First Interview.** In accordance with the housing provider policies, an initial interview is required to assess each applicant's minimum eligibility requirements for housing units. All applicants will be offered the opportunity for an interview in lottery rank order.
- **Second Interview.** Before issuing a denial, the housing provider should consider offering a second interview to resolve issues and inconsistencies, gather additional information, and assist as much as possible with a determination to admit the applicant.
- **Confidentiality.** All information provided will be kept confidential and be used only by the housing provider, the referring agency and the funding agency for the purpose of assisting and evaluating the applicant in the admission process. All applicant information will be retained for 12 months after the final applicant interview.
- **Delays in the Process.** If delays have occurred or are likely to occur in the application and screening process or the process exceeds the housing provider's normal timeline for application and screening, the housing provider will immediately inform the referring agency and the funding agency, of the status of the application, the reason for the delay and the anticipated time it will take to complete the application process.

¹See for e.g., Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), 42 U.S.C. §§ 3601, et seq.; 24 C.F.R. Part 100; Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d-2000d-7; Executive Order 13,166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000); Department of Housing and Urban Development Limited English Proficiency Guidance, 72 Fed. Reg. 2732 (Jan. 22, 2007); Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; 24 C.F.R. Parts 8 and 9; Title II of the Americans with Disabilities Act of 1990, as amended; California Fair Employment and Housing Act, Gov't Code §§ **12,955-12,956.2; Unruh Civil Rights Act, Civil Code § 51; California Disabled Persons Act, Civil Code § 51.4;** Dymally-Alatorre Bilingual Services Act, Gov't Code §7290-7299.8; **San Francisco Language Access Ordinance, No. 202-09 (April 14, 2009)**

- **Problems with the Referring Agency.** If at any point the housing provider has difficulty reaching or getting a response from the applicant and referring agency, the housing provider will immediately contact the referring agency, if possible, and the funding agency, DPH or HSA.
- **Limited English Proficiency Policy.** Throughout the application process, the housing provider will comply with City policy for language access requirements for applicants with limited English proficiency.

Reasonable Accommodation and Modification Policy

Reasonable Accommodation: The application process should provide information about how an applicant may make a reasonable accommodation request. At any stage in the admission process, an applicant may request a reasonable accommodation, if the applicant has a disability and as a result of the disability needs a modification of the provider's rules, policies or practices, including a change in the way that the housing provider communicates with or provides information to the applicant that would give the applicant an equal chance to be selected by the housing provider to live in the unit.

Reasonable Modification: Applicant may request a reasonable modification if he or she has a disability and as a result of the disability needs:

- a physical change to the room or housing unit that would give the applicant an equal chance to live at the development and use the housing facilities or take part in programs on site;
- a physical change in some other part of the housing site that would give the applicant an equal chance to live at the development and use the housing facilities or take part in programs on site.

Response to Request: The housing provider will respond to a request for reasonable accommodation or modification within ten (10) business days. The response may be to grant, deny, or modify the request, or seek additional information in writing or by a meeting with the applicant. The housing provider will work with the applicant and referring agency to determine if there are ways to accommodate the applicant.

The housing provider will grant the request if the provider determines that:

- the applicant has a disability;
- reasonable accommodation or modification is necessary because of the disability; and
- the request is reasonable (i.e., does not impose an undue financial or administrative burden or fundamentally alter the nature of the housing program.)

If the reasonable accommodation request is denied, the rejection will explain the reasons in writing. If the denial of the reasonable accommodation request results in the applicant being denied admission to the unit, the provisions of the section on Notice of Denial and Appeal Process apply.

Notice of Denial and Appeal Process

- The housing provider will:
 - Hold a comparable unit for the household during the entire appeal process.
 - promptly send a written and electronic notice (to the addresses provided) to each applicant denied admission with a written and/or electronic copy to the referring agency and the funding agency. The notice should:
 - list all the reasons for the rejection, including the particular conviction or convictions that led to the decision in cases where past criminal offenses were a reason for rejection;
 - explain how the applicant can request an in person appeal to contest the decision;
 - state that an applicant with a disability is entitled to request a reasonable accommodation to participate in the appeal;
 - inform the applicant that he or she is entitled to bring an advocate or attorney to the in person appeal;
 - provide referral information for local legal services and housing rights organizations;
 - describe the evidence that the applicant can present at the appeal;
 - give applicants denied admission a date within which to file the appeal, which will be at least ten (10) business days from the date of the notice;
 - unless an extension is agreed to by the applicant and the housing provider, hold the appeal within ten (10) business days of the request for the appeal;
 - confine the subject of the appeal to the reason for denial listed in the notice;
 - give the applicant a chance to present documents and/or witnesses showing that he or she will be a suitable tenant;
 - have an impartial supervisor or manager from the housing provider, but who is not the person who made the initial decision or a subordinate of the person who made the initial decision, conduct the appeal;
 - within 5 business days of the in person appeal, provide the applicant with a written decision that states the reason for the decision and the evidence relied upon. A copy of the written decision will be sent (electronically or otherwise) to the referring agency and the funding agency.
- If the rejection is based on a criminal background check obtained from a tenant screening agency, the Fair Chance Ordinance imposes additional notice requirements.

EXHIBIT I

Tenant Screening Criteria Policy

The screening criteria and considerations outlined below encourage providers to “screen in” rather than “screen out” applicants. These requirements are also designed to satisfy the requirements of San Francisco Police Code Article 49, Sections 4901-4920 or the Fair Chance Ordinance. This policy describes a minimum level of leniency; providers are encouraged to adopt less restrictive policies and processes whenever appropriate. For example, providers may opt not to review or consider applicant criminal records at all.

Screening Criteria

- Housing providers will not automatically bar applicants who have a criminal record in recognition of the fact that past offenses do not necessarily predict future behavior, and many applicants with a criminal record are unlikely to re-offend.
- Housing providers will not consider:
 - arrests that did not result in convictions, except for an open arrest warrant;
 - convictions that have been expunged or dismissed under Cal. Penal Code § 1203.4 or 1203.4a;
 - juvenile adjudications.
- Housing providers will consider:
 - the individual circumstances of each applicant; and
 - the relationship between the offense, and
 - (1) the safety and security of other tenants, staff and/or the property; and
 - (2) mitigating circumstances such as those listed below.
 - only those offenses that occurred in the prior 7 years, except in exceptional situations, which will be documented and justified, such as where the housing provider staff is aware that the applicant engaged in violent criminal activity against staff, residents or community members and/or that the applicant intentionally submitted an application with materially false information regarding criminal activity.
 - mitigating factors, including, but not limited to:
 - (1) the seriousness of the offense;
 - (2) the age and/or circumstances of the applicant at the time of the offense;
 - (3) evidence of rehabilitation, such as employment, participation in a job training program, continuing education, participation in a drug or alcohol treatment program, or letters of support from a parole or probation officer, employer, teacher, social worker, medical professional, or community leader;
 - (4) if the offense is related to acts of domestic violence committed against the applicant;
 - (5) if the offense was related to a person’s disability.

EXHIBIT J

Intentionally Omitted

Attached.

EXHIBIT K

Hold Harmless Policy

Attached.

EXHIBIT L
Insurance Requirements

Subject to approval by the City's Risk Manager of the insurers and policy forms Borrower will obtain and maintain, or caused to be maintained, the insurance and bonds as set forth below from the date of this Agreement or other applicable date set forth below throughout the Compliance Term at no expense to the City:

1. **Liability Insurance.** Borrower will obtain and maintain, or cause its contractors, subcontractors, property managers and/or agents, as appropriate for each, to obtain and maintain, insurance and bonds as follows:

(a) to the extent Borrower or its contractors and subcontractors have "employees" as defined in the California Labor Code, workers' compensation insurance with employer's liability limits not less than One Million Dollars (\$1,000,000) each accident, injury or illness;

(b) commercial general liability insurance, with limits no less than Two Million Dollars (\$2,000,000) combined single limit per occurrence and Four Million Dollars (\$4,000,000) annual aggregate limit for bodily injury and property damage, including coverage for contractual liability; personal injury; fire damage legal liability; advertisers' liability; owners' and contractors' protective liability; products and completed operations; broad form property damage; and explosion, collapse and underground (XCU) coverage during any period in which Borrower is conducting any activity on, alteration or improvement to the Site with risk of explosions, collapse, or underground hazards;

(c) business automobile liability insurance, with limits not less than One Million Dollars (\$1,000,000) each occurrence, combined single limit for bodily injury and property damage, including owned, hired and non-owned auto coverage, as applicable;

(d) professional liability insurance of no less than Two Million Dollars (\$2,000,000) per claim and Four Million Dollars (\$4,000,000) annual aggregate limit covering all negligent acts, errors and omissions of Borrower's architects, engineers and surveyors. If the professional liability insurance provided by the architects, engineers, or surveyors is "Claims made" coverage, Borrower will assure that these minimum limits are maintained for no less than three (3) years beyond completion of the constructions or remodeling. Any deductible over Fifty Thousand Dollars (\$50,000) each claim will be reviewed by Risk Management; and

(e) a crime policy or fidelity bond covering Borrower's officers and employees against dishonesty with respect to the Funds of no less than Seventy Five Thousand Dollars (\$75,000) each loss, with any deductible not to exceed Five Thousand Dollars (\$5,000) each loss, including the City as additional obligee or loss payee;

(f) as applicable, pollution liability and/or asbestos pollution liability covering the work being performed with a limit no less than Two Million Dollars (\$2,000,000) per claim or occurrence and Two Million Dollars (\$2,000,000) annual aggregate per policy. This coverage will be endorsed to include Non-Owned Disposal Site coverage. This policy may be

provided by the Borrower's contractor, provided that the policy will be "claims made" coverage and Borrower will require Borrower's contractor to maintain these minimum limits for no less than three (3) years beyond completion of the construction or remodeling.

2. Property Insurance. Borrower will maintain, or cause its contractors and property managers, as appropriate for each, to maintain, insurance and bonds as follows:

(a) Prior to construction:

(i) Property insurance, excluding earthquake and flood, in the amount no less than One Hundred Percent (100%) of the replacement value of all improvements prior to commencement of construction and City property in the care, custody and control of the Borrower or its contractor, including coverage in transit and storage off-site; the cost of debris removal and demolition as may be made reasonably necessary by such perils, resulting damage and any applicable law, ordinance or regulation; start up, testing and machinery breakdown including electrical arcing; and with a deductible not to exceed Ten Thousand Dollars (\$10,000) each loss, including the City and all subcontractors as loss payees.

(b) During the course of construction:

(i) Builder's risk insurance, special form coverage, excluding earthquake and flood, for one hundred percent (100%) of the replacement value of all completed improvements and City property in the care, custody and control of the Borrower or its contractor, including coverage in transit and storage off-site; the cost of debris removal and demolition as may be made reasonably necessary by such covered perils, resulting damage and any applicable law, ordinance or regulation; start up, testing and machinery breakdown including electrical arcing, copy of the applicable endorsement to the Builder's Risk policy, if the Builder's Risk policy is issued on a declared-project basis; and with a deductible not to exceed Ten Thousand Dollars (\$10,000) each loss, including the City and all subcontractors as loss payees.

(ii) Performance and payment bonds of contractors, each in the amount of One Hundred Percent (100%) of contract amounts, naming the City and Borrower as dual obligees or other completion security approved by the City in its sole discretion.

(c) Upon completion of construction:

(i) Property insurance, excluding earthquake and flood, in the amount no less than One Hundred Percent (100%) of the replacement value of all completed improvements and City property in the care, custody and control of the Borrower or its contractor. For rehabilitation/construction projects that are unoccupied by residential or commercial tenants, Tenant will obtain Property Insurance by the date that the project receives a Certificate of Substantial Completion.

(ii) Boiler and machinery insurance, comprehensive form, covering damage to, loss or destruction of machinery and equipment located on the Site that is used by Borrower for heating, ventilating, air-conditioning, power generation and similar purposes, in an amount not less than one hundred percent (100%) of the actual replacement value of such

machinery and equipment with a deductible not to exceed Ten Thousand Dollars (\$10,000) each loss, including the City as loss payee.

The following notice is provided in accordance with the provisions of California Civil Code Section 2955.5: Under California law, no lender will require a borrower, as a condition of receiving or maintaining a loan secured by real property, to provide hazard insurance coverage against risks to the improvements on that real property in an amount exceeding the replacement value of the improvements on the property.

4. General Requirements.

(a) Required Endorsements. Borrower's insurance policies will include the following endorsements:

(i) Commercial General Liability and Commercial Automobile Liability Insurance policies will be endorsed to name as "Additional Insured" the City and County of San Francisco, its officers, agents, and employees.

(ii) The Workers' Compensation policy(ies) will be endorsed with a waiver of subrogation in favor of the City for all work performed by the Borrower, its employees, agents, contractor(s), and subcontractors.

(iii) Commercial General Liability and Commercial Automobile Liability Insurance policies will provide that such policies are primary insurance to any other insurance available to the "Additional Insureds," with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(iv) All policies will be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices will be sent to the City address set forth in **Section 21.1** of the Agreement.

Borrower will provide the City with copies of endorsements for each required insurance policy and make each policy available for inspection and copying promptly upon request.

(b) Certificates of Insurance. By no later than Loan closing and annually thereafter, Borrower will furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Borrower's liability under this Agreement.

(c) Waiver of Subrogation – Property Insurance. With respect to any property insurance, Borrower hereby waives all rights of subrogation against the City to the extent of any

loss covered by Borrower's insurance, except to the extent subrogation would affect the scope or validity of insurance.

(d) Claims Based Policies. All claims based on acts, omissions, injury or damage occurring or arising in whole or in part during the policy period must be covered. If any required insurance is provided under a claims-made form, Borrower will maintain coverage as follows:

(i) for builder's risk, continuously for a period ending no less than three (3) years after recordation of a notice of completion without lapse, to the effect that, if any occurrences give rise to claims made after completion of the Project, then those claims will be covered by the claims-made policies; or

(ii) for all other insurance under this Exhibit L, continuously through the Compliance Term and, without lapse, for a period of no less than three (3) years beyond the expiration of the Compliance Term, to the effect that, if any occurrences during the Compliance Term give rise to claims made after expiration of the Agreement, then those claims will be covered by the claims-made policies.

(e) Additional Requirements.

(i) If any of the required insurance is provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit will be double the occurrence or claims limits specified above.

(ii) Any and all insurance policies required under this Exhibit L will contain a clause providing that the City and its officers, agents and employees will not be liable for any required premium.

(iii) On City's request, Borrower and City will periodically review the limits and types of insurance carried under this Exhibit L. If the general commercial practice in the City and County of San Francisco is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by Borrower for risks comparable to those associated with the Permit Area, then City in its sole discretion may require Permittee to increase the amounts or coverage carried by Borrower to conform to the general commercial practice, unless Borrower demonstrates to the City's satisfaction that the increased coverage is commercially unreasonable and unavailable to Borrower.

(iv) Borrower's compliance with the insurance requirements under this Exhibit L will in no way relieve or decrease Borrower's indemnification obligations under this Agreement or any of Borrower's other obligations under this Agreement.

Exhibit M
Intentionally Omitted

EXHIBIT N
Intentionally Omitted

EXHIBIT O
Intentionally Omitted

EXHIBIT P
Residual Receipts Policy

Attached.

SECURED PROMISSORY NOTE

(Our City, Our Home (OCOH) Funds, 2020 Health & Recovery General Obligation Bonds)

Principal Amount: \$[12,922,000]

San Francisco, CA

Date: [_____, 2025]

FOR VALUE RECEIVED, the undersigned, **835 TURK LLC**, a California limited liability company ("Maker"), hereby promises to pay to the order of the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation, or holder (as the case may be, "Holder"), the principal sum of [Twelve Million Nine Hundred Twenty-Two Thousand Dollars (\$12,922,000)] (the "Funding Amount"), or so much of the Funding Amount as may be disbursed from time to time pursuant to the Agreement described in **Section 1** below, as provided in this Note.

1. Agreement. This Secured Promissory Note ("Note") is given under the terms of a Loan and Grant Agreement by and between Maker and Holder (the "Agreement") dated as of the date set forth above, which Agreement is incorporated herein by reference. Maker's obligations under this Note and the Agreement are secured by that certain Leasehold Deed Of Trust, Assignment Of Rents, Security Agreement And Fixture Filing dated as of the date of this Note, made by Maker for the benefit of Holder. Definitions and rules of interpretation set forth in the Agreement apply to this Note. In the event of any inconsistency between the Agreement and this Note, this Note will control.

2. Interest. Except as provided in **Section 3**, no interest will accrue on the Funding Amount.

3. Default Interest Rate. Upon the occurrence of an Event of Default under any City Document, interest will be deemed to have accrued on the outstanding principal balance of the Loan at a compounded annual rate equal to the lesser of: (a) ten percent (10%); or (b) the maximum lawful rate of interest, commencing on the date of the Event of Default through the earlier of: (x) the date on which the Event of Default is cured; or (y) the date on which all amounts due under the City Documents are paid to Holder. Maker acknowledges and agrees that the default interest that must be paid in the event of an Event of Default pursuant to this Section represents a reasonable sum considering all the circumstances existing on the date of this Note and represents a fair and reasonable estimate of the costs that will be sustained by Holder if Maker defaults. Maker further agrees that proof of actual damages would be costly and inconvenient and that default interest will be paid without prejudice to Holder's right to collect any other amounts to be paid or to exercise any of its other rights or remedies under any City Document.

4. Repayment of Funding Amount.

4.1 Subject to Section 13.4 of the Agreement, Maker will make annual payments of principal and interest (if applicable) (each, a "Payment") in an amount equal to the Residual Receipts, if any, attributable to the prior calendar year, beginning on the first May 1st after the end of the fiscal year of the Completion Date, and continuing each May 1st thereafter up to and including the Maturity Date, as defined below (each, a "Payment Date"). All Payments will be applied to the following in the following order: (a) costs and fees incurred and unpaid; (b) accrued and unpaid interest; and (c) reduction of the principal balance of the Loan. The unpaid principal balance of the Loan, together with any accrued and unpaid interest and unpaid costs and fees incurred, will be due and payable on the (55th) anniversary of the date the Deed of

Trust is recorded in the Recorder's Office of San Francisco County (the "Maturity Date"). Any Payment Date and the Maturity Date that falls on a weekend or holiday will be deemed to fall on the next succeeding business day.

4.2 Subject to Section 13.4 of the Agreement, Maker will make payments of principal and interest (each, an "Excess Proceeds Payment") in an amount equal to the Excess Proceeds, if any, on the date that is thirty (30) days after the later of the date on which Maker receives Excess Proceeds (the "Excess Proceeds Payment Date"). All Excess Proceeds Payments will be applied to the following in the following order: (a) costs and fees incurred and unpaid; (b) accrued and unpaid interest; and (c) reduction of the principal balance of the Loan.

5. Security. Maker's obligations under this Note are secured by the Deed of Trust.

6. Terms of Payment.

6.1 All Payments must be made in currency of the United States of America then lawful for payment of public and private debts.

6.2 All Payments must be made payable to Holder and mailed or delivered in person to Holder's office at One South Van Ness Avenue, 5th Floor, San Francisco, CA 94103, or to any other place Holder from time to time designates.

6.3 In no event will Maker be obligated under the terms of this Note to pay interest exceeding the lawful rate. Accordingly, if the payment of any sum by Maker pursuant to the terms of this Note would result in the payment of interest exceeding the amount that Holder may charge legally under applicable state and/or federal law, the amount by which the payment exceeds the amount payable at the lawful interest rate will be deducted automatically from the principal balance owing under this Note.

6.4 Maker waives the right to designate how Payments will be applied pursuant to California Civil Code Sections 1479 and 2822. Holder will have the right in its sole discretion to determine the order and method of application of Payments to obligations under this Note.

6.5 Except as otherwise set forth herein or in the Agreement, no prepayment of this Note will be permitted without Holder's prior written consent.

7. Default.

7.1 Any of the following will constitute an Event of Default under this Note:

(a) Maker fails to make any Payment required under this Note within ten (10) days of the date it is due; or

(b) the occurrence of any other Event of Default under the Agreement or other instrument securing the obligations of Maker under this Note or under any other agreement between Maker and Holder with respect to the Project.

7.2 Upon the occurrence of any Event of Default, without notice to or demand upon Maker, which are expressly waived by Maker (except for notices or demands otherwise required by applicable laws to the extent not effectively waived by Maker and any notices or demands specified in the City Documents), Holder may exercise all rights and remedies available under this Note, the Agreement or otherwise available to Holder at law or in equity. Maker acknowledges and agrees that Holder's remedies include the right to accelerate the Maturity Date by declaring the outstanding principal balance of the Loan, together with all accrued and unpaid interest and unpaid fees and costs incurred, due and payable immediately, in which case, the Maturity Date will be superseded and replaced by the date established by Holder.

8. Waivers.

8.1 Maker expressly agrees that the term of this Note or the date of any payment due hereunder may be extended from time to time with Holder's consent, and that Holder may accept further security or release any security for this Note, all without in any way affecting the liability of Maker.

8.2 No extension of time for any Payment made by agreement by Holder with any person now or hereafter liable for the payment of this Note will operate to release, discharge, modify, change or affect the original liability of Maker under this Note, either in whole or in part.

8.3 The obligations of Maker under this Note are absolute, and Maker waives any and all rights to offset, deduct or withhold any Payments or charges due under this Note for any reason whatsoever.

9. Miscellaneous Provisions.

9.1 All notices to Holder or Maker must be given in the manner and at the addresses set forth in the Agreement, or to the addresses Holder and/or Maker hereafter designate in accordance with the Agreement.

9.2 In the event of any legal proceedings arising from the enforcement of or a default under this Note or in any bankruptcy proceeding of Maker, the non-prevailing party promises to pay all reasonable costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the proceeding, as provided in the Agreement.

9.3 This Note may be amended only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

9.4 This Note is governed by and must be construed in accordance with the laws of the State of California, without regard to the choice of law rules of the State.

9.5 Time is of the essence in the performance of any obligations hereunder.

[signature follows]

"MAKER"

835 Turk LLC,
a California limited liability company

By: Five Keys Schools and Programs,
a California nonprofit public benefit company,
its sole managing member

By: _____
Steve Good
President

Free Recording Requested Pursuant to
Government Code Section 27383 and 27388.1

When recorded, mail to:

Mayor's Office of Housing and Community Development
of the City and County of San Francisco
1 South Van Ness Avenue, 5th Floor
San Francisco, California 94103
Attn: Loan Administrator
Block/Lot: Lot 016A, Block 0761

-----Space Above This Line for Recorder's Use-----

**LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

835 Turk Street, San Francisco, California 94102F

**THIS LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY
AGREEMENT AND FIXTURE FILING** ("Deed of Trust") is made as of
[____], 2025, by **835 TURK LLC**, a California limited liability company
("Trustor"), whose address is 320 13th Street, Floor 2, Oakland, CA 94612, to **OLD
REPUBLIC TITLE COMPANY**, a [____] ("Trustee"), whose address is
[____], for the benefit of the **CITY AND COUNTY OF SAN
FRANCISCO**, a municipal corporation, represented by the Mayor, acting through the
Mayor's Office of Housing and Community Development ("Beneficiary"). This Deed of Trust
is executed pursuant to a Loan and Grant Agreement by and between Trustor and Beneficiary
dated on or about the date of this Deed of Trust, as it may be amended from time to time (the
"Agreement"), the provisions of which are incorporated herein by reference. Definitions and
rules of interpretation set forth in the Agreement apply to this Deed of Trust.

1. Grant in Trust. For valuable consideration, Trustor hereby grants, transfers and
assigns to Trustee, in trust, with power of sale, for the benefit of Beneficiary, all right, title
and interest Trustor now has or may have in the future in the following (all or any part of the
following, or any interest in all or any part of it, as the context requires, the "Property"):

(a) that real property situated in the City and County of San Francisco,
State of California, described in **Exhibit A** attached hereto and incorporated herein by
reference (the "Land"), on which Trustor intends to rehabilitate the multifamily residential
building consisting of 106 rental units of permanent supportive housing for formerly homeless
households (the "Project"); and

(b) all buildings, structures and other improvements now or in the future
located or to be constructed on the Land (the "Improvements"); and

(c) all existing and future leases, subleases, tenancies, subtenancies, licenses, occupancy agreements and concessions, and any guarantees thereof ("Leases") relating to the use and enjoyment of all or any part of the Land and Improvements, and any and all guaranties and other agreements relating to or made in connection with any of the Leases; and

(d) all of Trustor's interest in and under that certain Ground Lease dated as of [REDACTED], 2025 by and between the City and County of San Francisco, a municipal corporation, acting by and through its Real Estate Division and the Department of Homelessness and Supportive Housing, as lessor, and Trustor, as lessee, including any options of any nature whatsoever, and any future interest of Trustor in fee title to the Land; and

(e) except for personal property and removable fixtures installed by tenants or subtenants, all goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Land and Improvements, whether stored on the Land or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment, all of which will be considered to the fullest extent of the law to be real property for purposes of this Deed of Trust; and

(f) all building materials, equipment, work in process or other personal property of any kind, whether stored on the Land or elsewhere, that have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Land or Improvements; and

(g) all Loan and Grant funds, whether disbursed or not, and all funds now or in the future on deposit in the Replacement Reserve Account, the Operating Reserve Account and any other account required or authorized for the Project; and

(h) all proceeds, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Land, Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements; and

(i) all books and records pertaining to any and all of the property described above, including records relating to tenants under any Leases, the qualifications of any tenants and any certificates, vouchers and other documents in any way related thereto and records relating to the application and allocation of any federal, state or local tax credits or benefits; and

(j) all rents, revenues, issues, royalties, proceeds, profits, income, reimbursements, royalties, receipts and similar items, including prepaid rent and security deposits, in whatever form (including, but not limited to, cash, checks, money orders, credit card receipts or other instruments for the payment of money) paid or payable in connection with the Property ("Rents"), from the Land and the Improvements, subject to: (i) Trustor's right to collect and retain the same as they become due and payable; and (ii) Beneficiary's rights under **Section 3 below**; and

(k) all intangible personal property and rights relating to the Property or its operation or used in connection with it, including, without limitation, permits, licenses, plans, specifications, construction contracts, subcontracts, bids, soils reports, engineering reports, land planning maps, drawings, construction contracts, notes, drafts, documents, engineering and architectural drawings, deposits for utility services, installations, refunds due Trustor, trade names, trademarks, and service marks; and

(l) all proceeds of, interest accrued on, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

2. Obligations Secured. This Deed of Trust is given for the purpose of securing the following (collectively, the "Secured Obligations"):

(a) performance of all present and future obligations of Trustor set forth in the Agreement, specifically compliance with certain restrictions on the use of the Property recited in that certain Declaration of Restrictions executed by Trustor, dated as of the date of and being recorded concurrently with this Deed of Trust, as it may be amended from time to time, and the promissory note dated on or about the date of this Deed of Trust, made by Trustor to the order of Beneficiary (as it may be amended from time to time, the "Note") and performance of each agreement incorporated by reference, contained therein, or entered into in connection with the Agreement;

(b) payment of the indebtedness evidenced by the Agreement and the Note in the total original principal amount of \$26,651,907, according to the terms of the Agreement and the Note; and

(c) payment of any additional sums Trustor may borrow or receive from Beneficiary, when evidenced by another note (or any other instrument) reciting that payment is secured by this Deed of Trust.

3. Assignment of Rents.

(a) Assignment as Additional Security. Trustor hereby irrevocably grants, transfers, and assigns to Beneficiary all of its right, title, and interest in and to the Rents as additional security for the Secured Obligations. Subject to the provisions of subsection 3(d)

below, Beneficiary hereby confers upon Trustor a license ("License") to collect and retain the Rents as they become due and payable, so long as no Event of Default exists and is continuing. If an Event of Default has occurred and is continuing, Beneficiary shall have the right, which it may choose to exercise in its sole discretion, to terminate this License without notice to or demand upon Trustor, and without regard to the adequacy of Beneficiary's security under this Deed of Trust.

(b) Collection and Application of Rents. Subject to the License granted to Trustor under subsection 3(a) above, Beneficiary has the right, power, and authority to collect any and all Rents. Subject to the License granted to Trustor under subsection 3(a) above, Trustor hereby appoints Beneficiary its attorney-in-fact to perform any and all of the following acts, if and at the times when Beneficiary in its sole discretion may so choose:

1. Demand, receive, and enforce payment of any and all Rents; or
2. Give receipts, releases, and satisfactions for any and all Rents; or
3. Sue either in the name of Trustor or in the name of Beneficiary for any and all Rents.

Beneficiary's right to the Rents does not depend on whether or not Beneficiary takes possession of the Property. In Beneficiary's sole discretion, it may choose to collect Rents either with or without taking possession of the Property. Beneficiary shall apply all Rents collected by it in the manner provided under this Deed of Trust. If an Event of Default occurs while Beneficiary is in possession of all or part of the Property and is collecting and applying Rents as permitted under this Deed of Trust, Beneficiary, Trustee and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this Deed of Trust and at law or in equity, including the right to exercise the power of sale granted hereunder.

(c) Beneficiary Not Responsible. Under no circumstances shall Beneficiary have any duty to produce Rents from the Property. Regardless of whether or not Beneficiary, in person or by agent, takes actual possession of the Real Property and Improvements, Beneficiary is not and shall not be deemed to be:

1. A "mortgagee in possession" for any purpose; or
2. Responsible for performing any of the obligations of the lessor under any lease; or
3. Responsible for any waste committed by lessees or any other parties, any dangerous or defective condition of the Property, or any negligence in the management, upkeep, repair, or control of the Property; or
4. Liable in any manner for the Property or the use, occupancy, enjoyment or operation of all or any part of it.

(d) Election by Beneficiary. Upon the occurrence and during the continuance of an Event of Default, Beneficiary, at its option, may exercise its rights under this Section or otherwise provided under applicable law (including, but not limited to, under Section 2938 of the California Civil Code).

4. Trustor's Covenants. To protect the security of this Deed of Trust, Trustor agrees as follows:

(a) to perform the Secured Obligations in accordance with their respective terms;

(b) to keep the Land and the Improvements in good condition and repair, normal wear and tear and acts of God excepted; not to remove or demolish any Improvements without Beneficiary's prior written consent; to complete or restore promptly and in good and workmanlike manner any Improvement constructed, damaged or destroyed on the Land; to pay when due all claims for labor performed and materials furnished therefor, subject to Trustor's right to contest any claim in good faith; to comply with all laws affecting the Project, subject to Trustor's right to contest any claim in good faith; not to commit or permit waste with respect to the Land or the Improvements; not to commit, suffer or permit any act upon the Land or the Improvements in violation of law, including Environmental Laws; and to do all other acts made reasonably necessary by the character or use of the Land and the Improvements;

(c) to provide, maintain and deliver to Beneficiary property and liability insurance as required under the Agreement and apply any insurance proceeds as provided below;

(d) to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and reasonable attorneys' fees and costs incurred in any such action or proceeding in which Beneficiary or Trustee may appear and in any suit brought by Beneficiary to foreclose this Deed of Trust following an Event of Default;

(e) to pay in accordance with the Agreement, but in each case prior to delinquency: (i) all taxes and assessments affecting the Property, including assessments on appurtenant water stock; and (ii) all encumbrances, charges and liens, with interest, on the Property or any part thereof that appear to be prior or superior hereto;

(f) should Trustor fail to make any payment or to do any act as herein provided, then, without: (i) obligation to do so; (ii) notice to or demand upon Trustor; or (iii) releasing Trustor from any obligation hereof, Beneficiary or Trustee may: (A) make or do the same in any manner and to the extent as it deems necessary to protect the security hereof; (B) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; (C) pay, purchase, contest or compromise any encumbrance, charge or lien that in its judgment appears to be prior or superior hereto; and (D) in exercising these powers, pay necessary expenses, employ counsel and pay reasonable attorneys' fees and costs, and Trustor consents to Beneficiary's and/or Trustee's entry upon the Land and Improvements for any purpose set forth in this Subsection, including Beneficiary's exercise of its rights under California Code of Civil Procedure Section 564(c); and

(g) to reimburse within five (5) days of demand all sums expended by Beneficiary or Trustee pursuant to this Deed of Trust, with interest at an annual rate of interest equal to the lesser of: (i) ten percent (10%); or (ii) the maximum lawful rate from date of expenditure to the date of payment.

5. Security Agreement and Fixture Filing.

(a) Grant of Security Interest. Without limiting any of the other provisions of this Deed of Trust, to secure the payment, performance and observance of the Secured Obligations, Trustor, as debtor (referred to in this Section 5 as "Debtor"), expressly grants to Beneficiary, as secured party (referred to in this Section 5 as "Secured Party"), a continuing security interest in all the Property (including now and hereafter existing) to the full extent that any portion of the Property may be subject to the Uniform Commercial Code. For purposes of this Section 5, "Collateral" means the personal property (tangible or intangible) and fixtures included in the Property.

(b) Debtor's Covenants, Representations, and Warranties.

(i) Debtor covenants and agrees with Secured Party that:

(1) In addition to any other remedies granted in this Deed of Trust to Secured Party or Trustee (including specifically, but not limited to, the right to proceed against the Property in accordance with the rights and remedies in respect of the Property that is real property under the Uniform Commercial Code), Secured Party may, if an Event of Defaults occurs and is continuing, proceed under the Uniform Commercial Code as to all or any part of the Collateral, and shall have and may exercise with respect to the Collateral all the rights, remedies, and powers of a secured party under the Uniform Commercial Code.

(2) Without limiting the foregoing, Secured Party shall have the right upon any public sale or sales, and, to the extent permitted by law, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in Debtor. Debtor further agrees to allow Secured Party to use or occupy the Property, without charge, for the purpose of effecting any of Secured Party's remedies in respect of the Collateral.

(3) To the extent permitted by applicable law, Debtor waives all claims, damages, and demands against Secured Party arising out of the repossession, retention, or sale of the Collateral, except for claims, damages, and demands due to the active gross negligence or willful misconduct of Secured Party in dealing with such Collateral. Trustor agrees that Secured Party need not give more than five (5) days' notice of the time and place of any public sale or of the time at which a private sale will take place and that such notice is reasonable notification of such matters. Secured Party may disclaim any warranties that might arise in connection with the sale, lease, license, or other disposition of the Collateral and have no obligation to provide any warranties at such time. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(4) To the extent permitted by law, Debtor hereby specifically waives all rights of redemption, stay, or appraisal which it has or may have under any law now existing or hereafter enacted.

(ii) Debtor hereby authorizes Secured Party to file financing and continuation statements with respect to the Collateral as Secured Party may reasonably require.

(iii) Debtor hereby represents and warrants that no financing statement is on file in any public office except as authorized by Secured Party. Debtor will at its own cost and expense, upon demand, furnish to Secured Party such further information and will execute and deliver to Secured Party financing statements and other documents in form reasonably satisfactory to Secured Party and will do all such acts that Secured Party may at any time or from time to time reasonably require to establish and maintain a perfected security interest in the Collateral as security for the Secured Obligations, subject only to liens or encumbrances approved by or benefiting Secured Party. Debtor will pay the actual expense of filing or recording such financing statements or other documents, and this instrument, as and where reasonably required by Secured Party.

(iv) To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover all rents, royalties, issues and profits, and all inventory accounts, accounts receivable and other revenues of the Property.

(c) Fixture Filing. Certain of the Collateral is or will become "fixtures" (as that term is defined in the Uniform Commercial Code). This Deed of Trust, upon being filed for record in the real estate records of San Francisco County, shall operate also as a financing statement and fixture filing upon such of the Collateral that is or may become fixtures under the Uniform Commercial Code. Debtor's name and type and jurisdiction of entity are set forth in the introductory paragraph hereof. Debtor's address is set forth above. Debtor's EIN Number is 33-4511163. Secured Party's name and mailing address are set above.

6. Insurance and Condemnation Proceeds.

(a) Trustor hereby assigns to Beneficiary any award of damages arising from the condemnation of all or any part of the Property for public use and any insurance proceeds arising from injury to all or any part of the Property or the Project.

(b) Any condemnation award or insurance proceeds must be paid to Beneficiary or, if Beneficiary has consented to subordinate the lien of this Deed of Trust to the lien of another lender for the Project, according to the provisions in the senior lender's loan documents.

(c) If a condemnation award or insurance proceeds are paid to Beneficiary, Beneficiary will release or authorize the release of funds to Trustor, provided that the funds

will be used for the reconstruction of the Project in accordance with: (i) projections demonstrating that reconstruction is economically feasible; and (ii) Trustor's construction budget, each of which must be satisfactory to Beneficiary in its reasonable discretion. In all other cases, Beneficiary may choose in its discretion to apply funds to Trustor's obligations under the Note and the Agreement or to any senior obligations, in accordance with the respective priorities of the approved lienholders as their interests may appear of record, with the remaining funds, if any, released to Trustor.

(d) Trustor agrees that Beneficiary's application or release of funds pursuant to this Section will not cure or waive any default or Notice of Default (as defined below) or invalidate any act by Beneficiary performed following a default pursuant to any City Document unless the default has been cured by the application or release of funds.

7. Further Agreements. Trustor further acknowledges and agrees as follows:

(a) Beneficiary does not waive its right either to require prompt payment when due of all other sums secured by this Deed of Trust or to declare Trustor in default for failure to pay timely by accepting payment of any sum secured hereby after its due date.

(b) Trustee may reconvey any part of the Property at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the Note for endorsement without affecting the liability of any entity or person for payment of the indebtedness secured hereby.

(c) Upon: (i) written request of Beneficiary stating that all obligations secured hereby have been paid or performed; (ii) Beneficiary's surrender of this Deed of Trust and the Note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose; and (iii) payment of its fees, if any, Trustee shall reconvey the Property then held hereunder without covenant or warranty.

(d) Any voluntary or involuntary conveyance, sale, encumbrance, pledge or other transfer of all or any interest in the Property or in Trustor, including a security interest, in violation of the Agreement will constitute an Event of Default (as defined below) giving Beneficiary the right to exercise its remedies at law or in equity.

(e) For the purposes of this Deed of Trust, Beneficiary from time to time may substitute a successor or successors to Trustee named herein or acting hereunder by instrument in writing executed by Beneficiary and duly acknowledged and recorded in the office of the recorder of San Francisco County, which instrument shall be conclusive proof of proper substitution of a successor trustee or trustees. Without conveyance from Trustee, any successor or substitute trustee will succeed to all title, estate, rights, powers, and duties of Trustee. The instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the recording information for this Deed of Trust and the name and address of the new Trustee.

(f) This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns, provided that this subsection does not constitute Beneficiary's consent to any transfer in violation of this Deed of Trust. The term Beneficiary shall mean the holder of the Note, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or the neuter, and the singular number includes the plural.

(g) Trustee accepts this Trust when this duly executed and acknowledged Deed of Trust is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

8. Beneficiary's Rights Following Default. Upon any default by Trustor in performance of the Secured Obligations following expiration of any applicable notice and cure periods ("Event of Default"):

(a) Trustor's license to collect and retain Rents will terminate automatically.

(b) Trustor consents to Beneficiary's entry upon and taking possession of the Property or any part thereof, at any time after the occurrence of an Event of Default without notice, either in person, by agent or by a receiver to be appointed by a court without regard to the adequacy of any security for the indebtedness hereby secured to sue for or otherwise collect and apply Rents, less costs and expenses of operation and collection, including those of the Property, in its own name or in the name of Trustor. Beneficiary's collection and application of Rents shall not cure or waive any Event of Default or Notice of Default or invalidate any act done pursuant to any notice.

(c) Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold the Property ("Notice of Default"), and:

i. Trustee shall cause the Notice of Default to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note and all documents evidencing expenditures secured hereby.

ii. After the lapse of time then required by law following the recordation of a Notice of Default, and notice of sale ("Notice of Sale") having been given as then required by law, Trustee without demand on Trustor may sell the Property at the time and place fixed in the Notice of Sale either as a whole or in separate parcels in any order at public auction to the highest bidder for cash in lawful money of the United States payable at

time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at the time and place of sale and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to any purchaser a trustee's deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the trustee's deed of any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary, may purchase at the sale.

iii. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: (A) all sums expended under the terms of this Deed of Trust not then repaid, with accrued interest at the highest rate allowed by law in effect at the date hereof; (B) all other sums then secured hereby; and (C) the remainder, if any, to the person or persons legally entitled thereto.

9. Notice of Default to Trustor. The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to it at its address set forth above or any succeeding address given by notice in accordance with the Agreement.

Remainder of Page Intentionally Left Blank; Signatures Appear On Following Page

"TRUSTOR":

835 Turk LLC,
a California limited liability company

By: Five Keys Schools and Programs,
a California nonprofit public benefit company,
its sole managing member

By: _____
Steve Good
President

[ALL SIGNATURES MUST BE NOTARIZED.]

EXHIBIT A
Legal Description of the Land

A LEASEHOLD INTEREST IN THE FOLLOWING LAND SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL I:

BEGINNING at a point on the Southerly line of Turk Street, distant South $80^{\circ} 55'$ West thereon 137.50 feet from the Westerly line of Franklin Street; running thence South $80^{\circ} 55'$ West along the said line of Turk Street 57.50 feet; thence at a right angle South $9^{\circ} 05'$ East 120 feet to the Northerly line of Elm Street; thence North $80^{\circ} 55'$ East along the said line of Elm Street 57.50 feet; thence North $9^{\circ} 05'$ West 120 feet to the point of beginning.

BEING a portion of Western Addition Block No. 135.

PARCEL II:

TOGETHER with and as an appurtenance thereto, a perpetual easement for light and air, over and along the real property described at a level above 15 feet in height from the level of Turk Street, a presently constituted, as provided for in the Final Order and Decree of Condemnation had in Superior Court Action No. 404493 entitled, "State of California vs. Fred J. E. Meyer, et al.", a certified copy of which decree was recorded July 30, 1952, in Book 5974, at Page 102 of Official Records, Series No. 6660, to wit:

BEGINNING at a point on the Southerly line of Turk Street, distant thereon 100 feet Westerly from the Westerly line of Franklin Street; running thence Westerly along the said line of Turk Street 37 feet 6inches; thence at a right angle Southerly 120 feet to the Northerly line of Elm Street; thence at a right angle Easterly along the said line of Elm Street 37 feet 6 inches; thence at a right angle Northerly 120 feet to the point of beginning.

BEING part of Western Addition Block No. 135

Street Address: 835 Turk Street, San Francisco, CA 94102

Block/Lot: Lot 016A, Block 0761

No recording fee pursuant to
Government Code Section 27383

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City and County of San Francisco
Mayor's Office of Housing
and Community Development
1 South Van Ness Avenue, 5th Floor
San Francisco, California 94103
Attn: Loan Administrator

APN#: Block 0761, Lot 016A
Address: 835 Turk Street, San Francisco, CA 94102

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**DECLARATION OF RESTRICTIONS AND AFFORDABLE HOUSING
COVENANTS**

**THIS DECLARATION OF RESTRICTIONS AND AFFORDABLE HOUSING
COVENANTS** (this “Declaration”) is dated as of [_____, 2025], by **835 TURK LLC**, a California limited liability company (“**DECLARANT**”), in favor of the **CITY AND COUNTY OF SAN FRANCISCO**, represented by the Mayor, acting by and through the Mayor's Office of Housing and Community Development (the “City”), and the California Department of Housing and Community Development (the “Department” or “HCD”).

RECITALS

A. Unless otherwise defined herein, capitalized terms used herein are defined in Article 1 of this Declaration.

B. The Homekey+ Program is intended to sustain and rapidly expand the inventory of permanent supportive housing for individuals and their households who are at-risk of or experiencing homelessness as defined under part 578.3 of Title 24 of the Code of Federal Regulations, and have a “Behavioral Health Challenge” as defined by California Welfare and Institutions Code Section 5965.02 to include but not be limited to a serious mental illness, as described in subdivision (c) or (d) of Section 14184.402, or a substance use disorder, as described in Section 5891.5 (“**Homekey+ Program**”).

C. The Department issued a Notice of Funding Availability for the Homekey+ Program dated November 26, 2024, as amended on January 31, 2025, and August 7, 2025, and as may be amended from time to time (“**NOFA**”), for Homekey+ Program grant funds pursuant to Health and Safety Code Section 50675.1.3 (Assem. Bill No. 140 (2021-2022 Reg. Sess.), § 20.), Health and Safety Code Section 50675.1.5 (Assem. Bill No. 531 (2023-2024 Reg. Sess.), Section 14184.402 of the Welfare and Institutions Code; Section 5891.5 of the Welfare and Institutions Code; and Round 5 and 6 of the Homeless Housing, Assistance and Prevention (HHAP) grant program. (Assem. Bill No.

129 (Chapter 40, Statutes 2023) and Assem. Bill No. 166 (Chapter 48, Statutes 2024). The NOFA incorporates by reference the Multifamily Housing Program under Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the California Health & Safety Code (“MHP”), as well as the MHP Final Guidelines dated May 18, 2023 (“**MHP Guidelines**”), both as amended and in effect from time to time.

D. The City and County of San Francisco and Five Keys School and Programs, a California nonprofit public benefit corporation (“**Five Keys**”), received a Homekey+ Program grant in the total amount of \$17,291,506.00 (the “**Homekey+ Grant**”). The City and Five Keys intend to use the Homekey+ Grant to provide Permanent Supportive Housing for the Homekey+ Target Population, and Five Keys formed DECLARANT, of which Five Keys is the sole manager and member, to perform such obligations. HCD, the City, DECLARANT, and Five Keys entered into Standard Agreement No. [_____] dated as of [_____, 2025] (the “**Standard Agreement**”), which sets out the obligations of the City, Five Keys, and Declarant in the use of the Homekey+ Grant. The Standard Agreement is incorporated herein by reference as though fully set forth in this Declaration. Definitions and rules of interpretation set forth in the Standard Agreement apply to this Declaration.

E. DECLARANT owns that certain real property located at 835 Turk Street, San Francisco, California, as more particularly described in Exhibit A (the “Property”), consisting of an approved 106-unit multifamily residential building for permanent supportive housing of the Homekey+ Target Population with 24 hour front desk service for residents.

F. The City has made a loan in the amount of \$[12,922,000] (the “Loan”) and a grant of \$[13,729,907] of Homekey+ Funds (the “City Grant”) to DECLARANT to rehabilitate the Property. The Loan and Grant are evidenced by, among other documents, a Loan and Grant Agreement between the City and DECLARANT dated as of [_____, 2025], as it may be amended from time to time (the “**MOHCD Agreement**”). The MOHCD Agreement is incorporated herein by reference as though fully set forth in this Declaration. Definitions and rules of interpretation set forth in the MOHCD Agreement apply to this Declaration.

G. Pursuant to the Standard Agreement and the MOHCD Agreement, DECLARANT has agreed to comply with certain affordability covenants and other use and occupancy restrictions set forth in the Standard Agreement and the MOHCD Agreement. The Parties intend that the Department and the City are intended beneficiaries of this Declaration.

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated herein by this reference, and in consideration of the City providing the Loan and City Grant in accordance with the City Documents and of HCD providing the Homekey+ Grant in accordance with the Standard Agreement, DECLARANT hereby agrees as follows:

Article I. DEFINITIONS

Section 1.01 Definitions. When used in this Declaration, the following terms have the following meanings:

(a) “Assisted Units” shall mean the 106 units of permanent supportive housing made available to the Homekey+ Target Population.

(b) "DECLARANT" means 835 Turk LLC, a California limited liability company, whose sole member and manager is Five Keys.

(c) "Effective Date" means the date that this Declaration is recorded in the Official Records of the City and County of San Francisco.

(d) "HCD" or "Department" means the State of California Department of Housing and Community Development.

(e) "HCD Median Income" means the median income for San Francisco County published by HCD on an annual basis, adjusted for household size, under California Health & Safety Code section 50093(c) and the California Code of Regulations, Title 25, Section 6932.

(f) "Homekey+ Program Requirements" means the following, all as amended and in effect from time to time: (1) the Homekey+ Program Notice of Funding Availability; (2) Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code; (3) the application for Homekey+ Funds submitted by the City and Borrower; (4) the Project report prepared by HCD in reliance on the representations and descriptions included in the application for Homekey+ Funds submitted by the City and Borrower; (5) the award letter issued by HCD to the City and Borrower; (6) the Standard Agreement for Homekey+ Funds; and (7) all other applicable laws for the Homekey+ program.

(g) "Homekey+ Target Population" means the following: individuals, or households with an individual, who are experiencing homelessness or who are At Risk of Homelessness as defined under part 578.3 of Title 24 of the Code of Federal Regulations and who have or are suspected of having a Behavioral Health Challenge (as defined in the California Welfare and Institutions Code (WIC) Section 5965.01, subdivision (b)). These individuals and households must include a person described in subdivision (c) or (d) of Section 14184.402, or a person with a substance use disorder, as described in Section 5891.5. However, enrollment in Medi-Cal or in any other health plan shall not be a condition for accessing housing or continuing to be housed.

(h) "Project" means the Property and the 106 Assisted Units, and attendant site improvements thereon.

(i) "Qualified Tenant" means a household who is a member of the Target Population earning no more than the maximum permissible annual income level specified in Section 2.07 of this Agreement.

(j) "Five Keys" means Five Keys School and Programs, a California nonprofit public benefit corporation, the sole member of DECLARANT.

(k) "Term" means the term of this Declaration which shall commence on the Effective Date and shall continue for the Life of the Project, but no less than fifty-five (55) years from the Effective Date.

Article II. OPERATION OF THE PROJECT

Section 2.01 Residential Use. During the Term of this Declaration, 106 units shall be used as permanent supportive housing available for occupancy to the Homekey+ Target Population, and such units shall be in decent, safe, and sanitary condition at the time of their occupancy. In addition,

DECLARANT shall certify, upon occupancy, that it will employ the core components of Housing First (as set forth at Welfare and Institutions Code section 8255) as part of its property management plan and Supportive Services plan.

Section 2.02 Covenants to Run with the Land. The provisions of this Declaration shall run with the land and shall bind all successors in title to the Project and bind successors and assigns of DECLARANT and any non-borrower owner of the Property to provide 106 units for Permanent Supportive Housing; provided, however, that on the expiration of the Term, said covenants and restrictions shall expire.

Section 2.03 Term. The term of this Declaration shall commence on the Effective Date and shall continue for Life of the Project, but no less than fifty-five (55) years from the Effective Date for any obligation related to the Assisted Units under the Standard Agreement and the Homekey+ Program Requirements.

Section 2.04 Accessibility. The Project will be operated at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements including, but not limited to the applicable provisions of the Standard Agreement.

Section 2.05 Tenant Selection. Referrals to units shall be made through the local Coordinated Entry System ("CES"), or another comparable prioritization system based on greatest need shall be used. All referral protocols for Assisted Units shall be developed in collaboration with the local Continuum of Care and implemented consistent with the Homekey+ Program Requirements.

Section 2.06 Compliance with State and Federal Laws, Rules, Guidelines, and Regulation. DECLARANT agrees to comply with all state and federal laws, rules, guidelines, and regulations that are applicable to the Project, including those that pertain to construction, health and safety, labor, fair employment practices, and equal opportunity.

Section 2.07 Affordability of the Project. DECLARANT agrees as follows, subject to additional terms as set forth in the Agreement:

(a) All 106 Units in the Project will at all times be leased only to tenants who qualify as Qualified Tenants, specifically:

Unit Size	No. of Units	Maximum HCD Income Level	Maximum MOHCD Income Level
SRO	106	30% of HCD Median Income	50% of Median Income

In addition, following a vacancy of a Non-Qualified Tenant in a Unit after rehabilitation of the Project, all Units must be made available to Homeless Households or those at risk of homelessness during the period in which the City's Local Operating Subsidy program is in operation and the City provides such subsidy to the Project under the LOSP Agreement.

In addition, all Assisted Units will be concurrently Homekey+ units and targeted to Tenants who meet the Homekey+ Target Population for a period of fifty-five (55) years. Homekey+ units are restricted to 30% of HCD Median Income as determined by Homekey+ Program Requirements,

however such income limit for the Homekey+ units may be increased to a maximum of 50% of HCD Median Income subject to the Homekey+ Program Requirements and demonstrated good faith efforts by Borrower to lease Homekey+ units to the Homekey+ Target Population. On an annual basis, Borrower will convert to the HCD Median Income and maximum rent to the corresponding published MOHCD maximum income level and maximum rent level, respectively, and provide MOHCD with supporting documentation.

Homekey+ units will be operated under the Homekey+ Program Requirements, as set forth in the Standard Agreement. In addition, Borrower will certify, upon occupancy, that it will employ the core components of Housing First (as set forth at Welfare and Institutions Code section 8255) as part of its property management plan and Supportive Services plan. If there is any conflict between the Homekey+ Program Requirements and this Agreement, the Homekey+ Program Requirements will control.

(b) The total amount for rent and utilities (with the maximum allowance for utilities determined by SFHA) charged to a Qualified Tenant may not exceed:

(i) thirty percent (30%) of the applicable maximum income level, adjusted for household size; or

(ii) the tenant paid portion of the contract rent as determined by the San Francisco Housing Authority for Qualified Tenants holding Section 8 vouchers or certificates.

(c) Under the Standard Agreement with HCD for Homekey+ funds, the City is required to provide an operating subsidy for the first five (5) years of the Project. If after 5 years, the LOSP subsidy is terminated, discontinued or reduced at no fault of DECLARANT with respect to the Project, then the rent restrictions above may be altered but only to the extent necessary for the Project to remain financially feasible, as determined in City's reasonable discretion; provided that one hundred percent (100%) of the Units formerly under the LOSP must at all times be occupied by Qualified Tenants whose gross income does not exceed the lesser of fifty percent (50%) of MOHCD Median Income or 30% of HCD median income and the monthly rent paid by the Qualified Tenants may not exceed (a) the lesser of thirty percent (30%) of fifty percent (50%) of MOHCD Median Income or thirty percent (30%) of HCD Median Income (b) less utility allowance. In such event, the City will use good faith efforts to meet with DECLARANT within fifteen (15) days after DECLARANT's request to meet. To the extent financially feasible, as mutually determined by the parties, any such rent increase will be limited to (or will be first implemented with) any vacant units. Notwithstanding Section 2.05, the requirements of Article 6 of the Loan Agreement shall apply to any units under this Section 2.07(c). The relief provided by the paragraph will not be construed as authorizing DECLARANT to exceed any income or rent restriction imposed on the Project by any other agreement. DECLARANT covenants and warrants that it will obtain all necessary approvals or relief from any other applicable income or rent limitations before implementing the relief provided in this paragraph.

Section 2.08. Incorporation of Loan Agreement. For the avoidance of any doubt, notwithstanding any repayment of the Loan or otherwise satisfied or if the Deed of Trust is reconveyed, Borrower will comply with the applicable terms of the Agreement as if fully set forth herein, including, without limitation, Article 6 (Marketing), Article 7 (Affordability and Other Leasing Restrictions), Article 8 (Maintenance and Management of the Project), Article 9 (Governmental Approvals and Requirements), Article 10 (Project Monitoring, Reports, Books and

Records), Article 11 (Use of Income From Operations), Article 12 (Required Reserves), Article 16 (Transfers), Article 17 (Insurance and Bonds; Indemnity), Article 18 (Hazardous Substances), and Article 19 (Default).

Section 2.09 Enforcement.

(a) If DECLARANT fails to (i) comply with this Declaration to the City's satisfaction, in its sole discretion, and (ii) cure such default as set forth in Section 19.1(c) of the MOHCD Agreement, the City will have the right to pursue any available remedy at equity or in law, including as set forth in Section 19.2 of the Agreement, to enforce this Declaration. During the Compliance Term, the City may rely on the Deed of Trust and/or this Declaration, in the City's discretion, to enforce any of the City's rights under the City Documents. DECLARANT will pay the City's reasonable costs in connection with the City's enforcement of the terms of this Declaration, including, without limitation, the City's attorneys' fees and costs.

(b) The parties acknowledge and agree that the Department is an express beneficiary of this Declaration, that the Department has made the Homekey+ Grant in reliance on this Declaration, and that the Department has a direct and independent right of enforcement against the DECLARANT (and Five Keys, if applicable) in the event of the DECLARANT's breach, default, or other non-compliance under this Declaration, which right is exercisable in the Department's sole and absolute discretion.

Article III. MISCELLANEOUS

Section 3.01 Governing Law. This Declaration is governed by the laws of the State of California.

Section 3.02 Waiver of Requirements. Any of the requirements of this Declaration may be expressly waived by the City in writing, but no waiver by the City of any requirement of this Declaration shall, or shall be deemed to, extend to or affect any other provision of this Declaration.

Section 3.03 Recording and Filing. The City shall cause this Declaration, and all amendments and supplements to it, to be recorded against the Property in the Official Records of the City and County of San Francisco.

Section 3.04 Amendments. This Declaration may be amended only by a written instrument executed by DECLARANT and the City with the prior written consent of HCD and duly recorded in the Official Records of the City and County of San Francisco.

Section 3.05 Subordination. This Declaration shall be recorded in first lien position. This Declaration may only be subordinated with the approval of HCD and in compliance with San Francisco Administrative Code Chapter 120.

[SIGNATURES ON FOLLOWING PAGE]

DECLARANT:

835 Turk LLC,
a California limited liability company

By: Five Keys Schools and Programs,
a California nonprofit public benefit company,
its sole managing member

By: _____
Steve Good
President

[SIGNATURES TO BE NOTARIZED]

EXHIBIT A
(Legal Description of the Property)

A LEASEHOLD INTEREST IN THE FOLLOWING LAND SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL I:

BEGINNING at a point on the Southerly line of Turk Street, distant South 80° 55' West thereon 137.50 feet from the Westerly line of Franklin Street; running thence South 80° 55' West along the said line of Turk Street 57.50 feet; thence at a right angle South 9° 05' East 120 feet to the Northerly line of Elm Street; thence North 80 ° 55' East along the said line of Elm Street 57.50 feet; thence North 9° 05' West 120 feet to the point of beginning.

BEING a portion of Western Addition Block No. 135.

PARCEL II:

TOGETHER with and as an appurtenance thereto, a perpetual easement for light and air, over and along the real property described at a level above 15 feet in height from the level of Turk Street, a presently constituted, as provided for in the Final Order and Decree of Condemnation had in Superior Court Action No. 404493 entitled, "State of California vs. Fred J. E. Meyer, et al.", a certified copy of which decree was recorded July 30, 1952, in Book 5974, at Page 102 of Official Records, Series No. 6660, to wit:

BEGINNING at a point on the Southerly line of Turk Street, distant thereon 100 feet Westerly from the Westerly line of Franklin Street; running thence Westerly along the said line of Turk Street 37 feet 6inches; thence at a right angle Southerly 120 feet to the Northerly line of Elm Street; thence at a right angle Easterly along the said line of Elm Street 37 feet 6 inches; thence at a right angle Northerly 120 feet to the point of beginning.

BEING part of Western Addition Block No. 135

Street Address: 835 Turk Street, San Francisco, CA 94102

Block 0761, Lot 016A



City and County
of San Francisco

Homekey+ Projects: 835 Turk Street and 1035 Van Ness Avenue

Budget and Finance Committee | December 3, 2025



Leveraging State Homekey Grant Funds

Homekey Program

~\$235 million awarded to San Francisco

~897 new units of PSH for adults, families and young adults across 8 sites

Homekey+ Program

\$56.3 million awarded to projects in San Francisco

~230 units of PSH for veterans and adults across 2 sites

- **Homekey+** is the permanent housing component of the Behavioral Health Bond under Proposition 1 and is administered by HCD.
- Focuses on **quick delivery of permanent affordable housing**, generally within 12 months of award.



City and County
of San Francisco

835 Turk Street

- Homekey+ Accept and Expend
- Ground Lease and Loan & Grant Agreement



835 Turk Street

- **Acquired by the City** in 2022, has been operated as permanent supportive housing (PSH) for adults exiting homelessness since 2023.
- Operated by **Five Keys Schools and Programs** (Sponsor) acting through its affiliate 835 Turk LLC (Borrower)
- Homekey+ grant funds will support **capital** and **operations**.
- Rehabilitation:
 - **106 units**, including **6 ADA units**
 - Critical structural improvements, including Seismic retrofit
 - Ground floor remodeling
 - Window replacement



835 Turk: Accept and Expend Resolution

Resolution authorizes HSH to:

- Execute a **Standard Agreement** for a total amount not to exceed **\$17,291,506** with co-applicants 835 Turk LLC and Five Keys with the State of California's Department of Housing and Community Development (HCD).
- **Retroactively accept and expend \$13,729,907** in Homekey+ grant funds.
 - The remaining funds will be disbursed from HCD directly to 835 Turk LLC to support initial operating costs for the 53 Homekey+ units.
- Approves the City to commit **\$16,270,093** in capital and **5 years** of operating subsidies for **required matching funds**.
 - Additionally, the City has committed to 15 years of operating subsidies through the LOSP program.

835 Turk: Funding Overview

Homekey+ City Portion

- \$12.7 million for Capital (Rehabilitation)
- \$1 million for Capital (Relocation)

Homekey+ 835 Turk LLC

- \$3.6 million for Operating

Required Match: Capital (\$16.2 million)

- \$6.6 million Our City, Our Home (Prop C)
- \$9.6 million 2020 Health & Recovery GO Bond Funds

Required Match: Operations

- \$16.3 million OCOH
- \$29.4 million LOSP (Additional Commitment)

835 Turk Homekey+ Grant -
\$17.3 million

Capital Award: \$13.7 million

Operating Award: \$3.6 million

835 Turk: Ground Lease and Loan & Grant Agreement

Ground Lease

- **Leasee:** 835 Turk LLC
- **Term:** 55-years
- **Cost:** \$1 total rent
- **Scope:** Responsible for ongoing management, maintenance, rehabilitation and operation of the Project as PSH.

Loan & Grant Agreement

- **Loan:** \$12,922,000 to 835 Turk LLC
- **Grant:** \$13,729,907 in Homekey+ funds from HCD
- **Term:** 55 years
- **Interest Rate:** 0%
- **Recommended** by the Citywide Affordable Housing Loan Committee on November 7, 2025.



City and County
of San Francisco

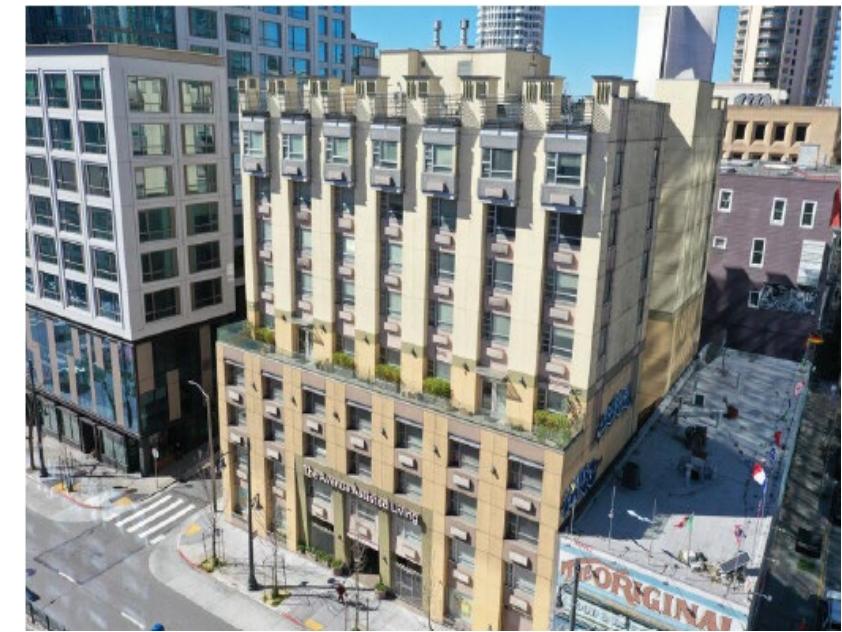
1035 Van Ness Avenue

- Homekey+ Accept and Expend
- Loan & Grant Agreement



1035 Van Ness Avenue (1035 VN)

- Former assisted living facility, 9-story building with 107 private baths and small kitchenettes.
- **Swords to Plowshares** (1035Vets LLC) acquired the property in June 2025, and in partnership with MOHCD and HSH will operate the site as permanent supportive housing (PSH) for veterans.
- **124 units of PSH** following rehab, with 58 units supported by Local Operating Subsidy Program (LOSP) and 66 units supported by Veterans Affairs Supportive Housing (**VASH**) vouchers.
- **Homekey+ grant** will support **rehabilitation and operations**.

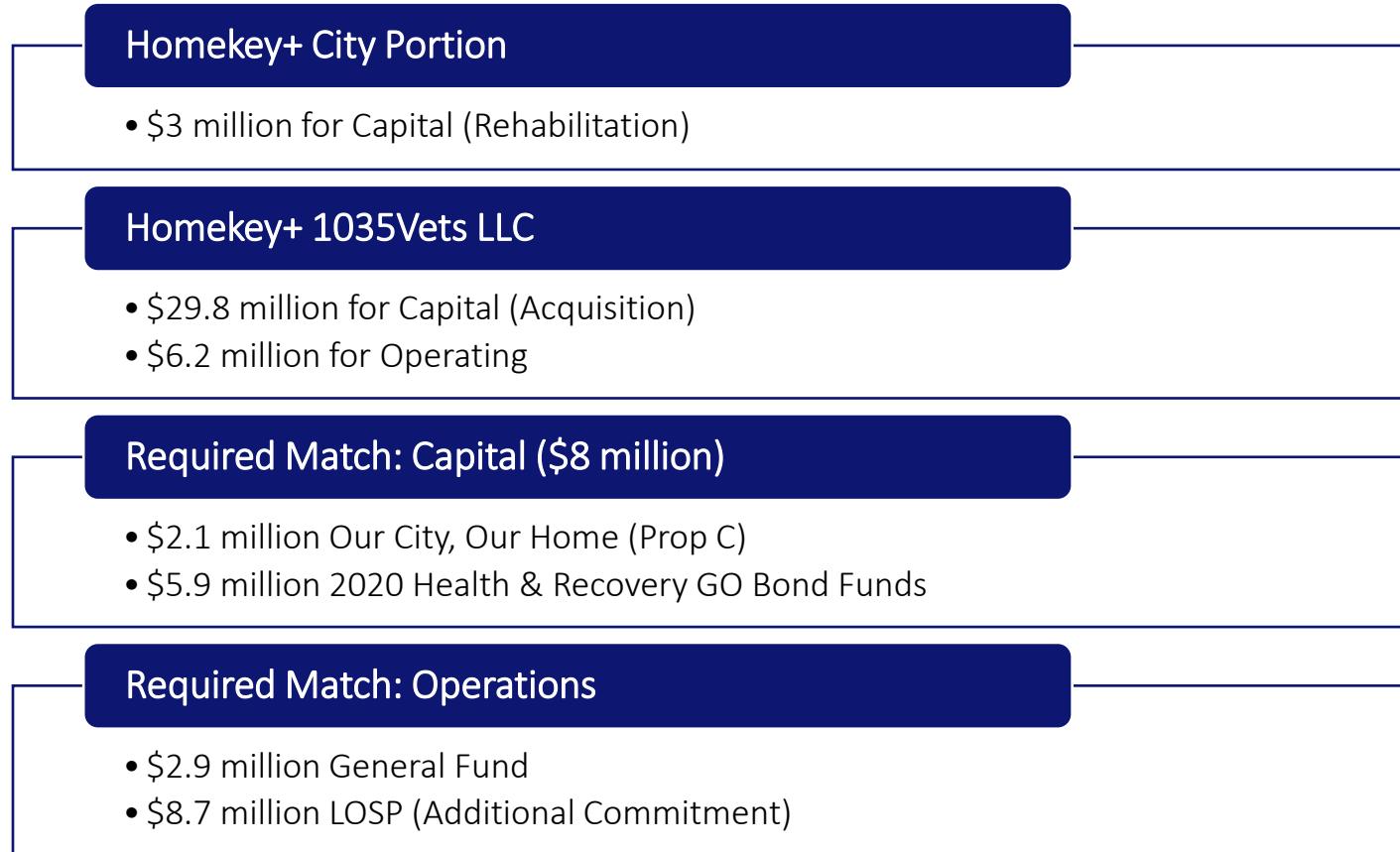


1035 Van Ness: Accept and Expend Resolution

Resolution authorizes HSH to:

- **Execute a Standard Agreement** for a total amount not to exceed **\$39,044,030** with co-applicant 1035Vets LLC, with the State of California's Department of Housing and Community Development.
- **Accept and expend \$3,000,000** in Homekey+ grant funds for rehabilitation.
 - Additional funds will be disbursed from HCD to pay \$29.8M in acquisition financing and remaining \$6.2M will be disbursed to 1035Vets LLC, to support initial operating costs.
- Approves the City to commit **\$8,000,000** in capital and **5 years** of operating subsidies for **required matching funds**.
 - Additionally, the City has committed to 15 years of operating subsidies through the LOSP program.

1035 VN: Funding Overview



**1035 Van Ness Homekey+
Grant - \$39 million**

Capital Award: \$32.8 million

Operating Award: \$2.5 million

**Veteran Units Additional
Operating Award: \$3.7 million**

1035 Van Ness: Loan and Grant Agreement

Loan & Grant Agreement

- **Loan:** \$8,000,000 City loan to 1035Vets LLC
- **Grant:** \$3,000,000 in Homekey+ funds from HCD, managed by MOHCD
- **Loan Term:** 55 years
- **Loan Interest Rate:** 0%
- **Recommended** by the Citywide Affordable Housing Loan Committee on November 7, 2025.



City and County
of San Francisco

Thank you.

Department of
Homelessness and
Supportive Housing

Mayor's Office of Housing
and Community
Development



PLANNING Approval LETTER

Date: **April 22, 2025**
Planning Record No. **2025-002323PRJ**
Project Address: **835 Turk Street**
Zoning: **NCT-3 -Moderate Scale Neighborhood Commercial Transit
Priority Equity Geographies Special Use District**
Block/Lot: **0761/016A**
Property Owner: **Five Keys**
320 13TH Street
Oakland, CA 94612
Project Sponsor: **Emily Van Loon on behalf of Tenderloin Neighborhood Development Corporation**
201 Eddy Street
San Francisco, CA 94102
Staff Contact: **Sylvia Jimenez**
Sylvia.Jimenez@sfgov.org | (628) 652-7348

Project Description

The project proposes interior renovation and rehabilitation of an existing seven-story over basement, 114-unit residential hotel (the “Property”), and proposes to restrict the existing rooms as permanent supportive housing using funds from (1) Mayor’s Office of Housing and Community Development (“MOHCD”) and (2) the California Department of Housing and Community Development (“HCD”) under the Homekey Plus program. The Property is owned by the City and County of San Francisco under the jurisdiction of the Department of Homelessness and Supportive Housing (“HSH”) and currently restricted as permanent supportive housing under Administrative Code section 10.100-164(b) (Our City, Our Home Fund) and Revenue and Taxation Code section 2810(b)(3)(A)(iii). At the first upper floor, the one-bedroom manager’s unit and the kitchen/dining/lounge area will be converted to become ADA-compliant. At all residential floors, two units at each floor will be combined into one mobility unit and the remaining space will be used to add a trash room with a new chute. The existing building with 114 units, including unit #101 currently used as common space, will be reduced to 108 units to provide required mobility units. Unit #101 will continue to be used as common space. The proposal also includes interior and exterior alterations that do not increase the building envelope, including structural bracing, improvements to exterior stairs along Elm Street, conversion of parking into support spaces for building residents, and various window replacements on the Turk Street façade. Any further interior rehabilitation, construction, or alteration will be coordinated with the Department of Building Inspection.

Project Approval

The Department has determined that the Property complies with the exemption for “Low Income Housing” under Administrative Code sections 41.4 and 41.7(b). The Property is restricted to households exiting homelessness and have incomes of less than 60% of MOHCD’s published area median income. The elimination of units in the proposal is for the sole purpose of creating mobility units compliant with the Americans with Disability Act and the San Francisco Building Code and to comply with the funding requirements of HCD. If awarded, the Property will be restricted as permanent supportive housing by HCD for no less than 55 years under a recorded restriction pursuant to the California Health & Safety Code. MOHCD will also restrict the Property as permanent supportive housing for life of the project under a recorded restriction. HSH and its operator will comply with relocation requirements under California Government Code Section 7260 *et seq.* Further, the Department has determined that the project complies with the definition of a “Conversion” under Administrative Code section 41.4.

The Department has determined that the project complies with the objective standards of the Planning Code and the requirements of Administrative Code Chapter 41 and may be approved ministerially under CA Health and Safety Code Section 50675.1.5.

The Department therefore approves the project as recorded in Planning Record No. 2025-002323PRJ. The plans for the approved project are attached to this approval.

Project Timeline

Action	Date
Project Sponsor submitted Development Application	3/20/25
Department staff deemed Application Complete (CAN)	3/26/25
Department staff issued Environmental Site Criteria Memo	3/31/25

Priority Policies and General Plan Findings

Planning Code Section 101.1(b) establishes eight priority-planning policies and requires review of permits for consistency with said policies. On balance, the project complies with said policies and relevant findings within the General Plan.

Expiration

This Planning Approval is valid for three years, the applicant must submit for a building permit by April 18, 2028. Any permit submittals for a housing development project after this Planning Department Approval are considered post-entitlement permits subject to AB1114.

CC:

Bruce Baumann, bruce@baumannassociates.com
Holly B. Faust, SF Mayor's Office of Housing and Community Development
Mara Blitzer, SF Mayor's Office of Housing and Community Development
CPC.Closeout@sfgov.org

Attachments:

Approved Plans dated March 19, 2025



PLANNING APPROVAL LETTER - REISSUED

Original Approval Date: **April 22, 2025**
Reissued Approval Date: **June 12, 2025**
Planning Record No. **2025-002323PRJ**
Project Address: **835 Turk Street**
Zoning: **NCT-3 -Moderate Scale Neighborhood Commercial Transit**
Priority Equity Geographies Special Use District
Block/Lot: **0761/016A**
Property Owner: **Five Keys**
320 13TH Street
Oakland, CA 94612
Project Sponsor: **Emily Van Loon on behalf of Tenderloin Neighborhood Development Corporation**
201 Eddy Street
San Francisco, CA 94102
Staff Contact: **Sylvia Jimenez**
Sylvia.Jimenez@sfgov.org | **(628) 652-7348**

Project Description

The project proposes interior renovation and rehabilitation of an existing seven-story over basement, 114-unit residential hotel (the “Property”), and proposes to restrict the existing rooms as permanent supportive housing using funds from (1) Mayor’s Office of Housing and Community Development (“MOHCD”) and (2) the California Department of Housing and Community Development (“HCD”) under the Homekey Plus program. The Property is owned by the City and County of San Francisco under the jurisdiction of the Department of Homelessness and Supportive Housing (“HSH”) and currently restricted as permanent supportive housing under Administrative Code section 10.100-164(b) (Our City, Our Home Fund) and Revenue and Taxation Code section 2810(b)(3)(A)(iii). At the first upper floor, the one-bedroom manager’s unit and the kitchen/dining/lounge area will be converted to become ADA-compliant. At all residential floors, two units at each floor will be combined into one mobility unit and the remaining space will be used to add a trash room with a new chute. The existing building with 114 units, including unit #101 currently used as common space, will be reduced to 108 units to provide required mobility units. Unit #101 will continue to be used as common space. The proposal also includes interior and exterior alterations that do not increase the building envelope, including structural bracing, improvements to exterior stairs along Elm Street, conversion of parking into support spaces for building residents, and various window replacements on the Turk Street façade. Any further interior rehabilitation, construction, or alteration will be coordinated with the Department of Building Inspection.

Project Approval

The Department has determined that the Property complies with the exemption for “Low Income Housing” under Administrative Code sections 41.4 and 41.7(b). The Property is restricted to households exiting homelessness and have incomes of less than 60% of MOHCD’s published area median income. The elimination of units in the proposal is for the sole purpose of creating mobility units compliant with the Americans with Disability Act and the San Francisco Building Code and to comply with the funding requirements of HCD. If awarded, the Property will be restricted as permanent supportive housing by HCD for no less than 55 years under a recorded restriction pursuant to the California Health & Safety Code. MOHCD will also restrict the Property as permanent supportive housing for life of the project under a recorded restriction. HSH and its operator will comply with relocation requirements under California Government Code Section 7260 et seq. Further, the Department has determined that the project complies with the definition of a “Conversion” under Administrative Code section 41.4.

The Department has determined that the project complies with the objective standards of the Planning Code and the requirements of Administrative Code Chapter 41 and may be approved ministerially under CA Health and Safety Code Section 50675.1.5.

The Department therefore approves the project as recorded in Planning Record No. 2025-002323PRJ. The plans for the approved project are attached to this approval.

Project Timeline

Action	Date
Project Sponsor submitted Development Application	3/20/25
Department staff deemed Application Complete (CAN)	3/26/25
Department staff issued Environmental Site Criteria Memo	3/31/25

Priority Policies and General Plan Findings

As described below, the Project is consistent with the eight priority policies established by Planning Code Section 101.1(b) and is in conformity with the Objectives and Policies of the General Plan.

On balance, the project complies with the eight priority policies in that:

1. That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses be enhanced.

The project site does not contain any commercial uses. In rehabilitating and altering existing residential rooms on the property, the project will enhance nearby neighborhood-serving retail uses by encouraging new residents, who may patronize, work at, or own such businesses.

2. That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods.

The project site contains 114 existing residential hotel rooms. While the project will result in an overall reduction to the number of rooms to 108, it will create six (6) mobility units, better serving the needs of the target population. The project will also restrict the existing rooms as Permanent Supportive Housing, ensuring that the residential hotel continues to provide critically-needed housing for people exiting homelessness and thus conserving the cultural and economic diversity of the neighborhood.

3. That the City's supply of affordable housing be preserved and enhanced,

While six (6) deed-restricted affordable residential hotel rooms will be eliminated, the addition of mobility units, the rehabilitation and seismic retrofitting of the existing building, and the addition of programming rooms for supportive services at the ground floor constitute significant enhancement to the City's supply of affordable housing.

4. That commuter traffic not impede MUNI transit service or overburden our streets or neighborhood parking.

The project site is served by nearby public transportation options. It is within one-quarter mile of the Muni bus routes 19-Polk, 21-Hayes, 31-Balboa, 38-Geary, 38R-Geary Rapid, 49-Van Ness/Mission, 5-Fulton, 5R-Fulton Rapid, and 90-San Bruno Owl. In addition, it is just over one-half mile to the Civic Center BART station. While it removes a small amount of off-street parking, nearby public garage parking may accommodate this transportation demand.

5. That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for resident employment and ownership in these sectors be enhanced.

The project does not include commercial office development nor eliminate any industrial and service uses.

6. That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake.

The project will add structural bracing to enhance seismic safety per the Building Code. Thus, the project will improve the property's ability to withstand an earthquake.

7. That landmarks and historic buildings be preserved.

While the project site is not a City-designated landmark, the building has been determined to be a historic resource for the purposes of the California Environmental Quality Act (CEQA). (Note: the project is not subject to review for impacts to historic resources pursuant to CEQA.) The project proposes structural braced framing at the interior of the ground and first floors, which will be visible through the front lobby windows. It also proposes to replace existing wood sash double-hung windows with vinyl hung windows on secondary, street-visible facades. The existing exterior facades will be retained and enhanced with waterproofing repair and painting. Lastly, the primary entry door will be replaced with a similar wood entry door, that has been designed as a single, wider door with sidelight in lieu of a symmetrical double door, in order to comply Building Code standards.

8. That our parks and open space and their access to sunlight and vistas be protected from development.

The project does not propose to increase the height or massing of the structure. Therefore, the nearby Jefferson Square Park, Margaret S. Hayward Playground, and James P. Lang Athletic Fields will not be impacted, or have their access to sunlight and vistas reduced, by the project.

On balance, the project complies with the Objectives and Policies of the General Plan in that:

Note: Objectives are shown in UPPER CASE font; Policies are in regular font; staff comments are in *italic* font.

HOUSING ELEMENT

OBJECTIVE 1.A

ENSURE HOUSING STABILITY AND HEALTHY HOMES.

Policy 2

Preserve affordability of existing subsidized housing, government-owned or cooperative-owned housing, or SRO hotel rooms where the affordability requirements are at risk or soon to expire.

Policy 3

Acquire and rehabilitate privately-owned housing as permanently affordable to better serve residents and areas vulnerable to displacement with unmet affordable housing needs.

OBJECTIVE 1.C

ELIMINATE HOMELESSNESS.

Policy 8

Expand permanently supportive housing and services for individuals and families experiencing homelessness as a primary part of a comprehensive strategy to eliminate homelessness.

Policy 15

Expand permanently affordable housing investments in Priority Equity Geographies to better serve American Indian, Black, and other people of color within income ranges underserved, including extremely-, very low-, and moderate-income households.

OBJECTIVE 4.A

SUBSTANTIALLY EXPAND THE AMOUNT OF PERMANENTLY AFFORDABLE HOUSING FOR EXTREMELY LOW- TO MODERATE-INCOME HOUSEHOLDS.

Policy 26

Streamline and simplify permit processes to provide more equitable access to the application process, improve certainty of outcomes, and ensure meeting state- and local-required timelines, especially for 100% affordable housing and shelter projects.

OBJECTIVE 4.C

DIVERSIFY HOUSING TYPES FOR ALL CULTURES, FAMILY STRUCTURES, AND ABILITIES.

Policy 32

Promote and facilitate aging in place for seniors and multi-generational living that supports extended families and communal households.

The project will rehabilitate an aging residential hotel building, increasing its seismic safety, adding mobility rooms, and creating ground-floor spaces to host supportive services. It preserves critical affordable housing, and further restricts these rooms to households exiting homelessness that have incomes of less than 60% of MOHCD's published area median income. As exemplified by the Objectives and Policies of the Housing Element listed above, the project is consistent with the General Plan.

Expiration

This Planning Approval is valid for three years, the applicant must submit for a building permit by April 18, 2028. Any permit submittals for a housing development project after this Planning Department Approval are considered post-entitlement permits subject to AB1114.

CC:

Bruce Baumann, bruce@baumannassociates.com

Holly B. Faust, SF Mayor's Office of Housing and Community Development

Mara Blitzer, SF Mayor's Office of Housing and Community Development

CPC.Closeout@sfgov.org

Attachments:

Approved Plans dated March 19, 2025

835 TURK STREET PLANNING APPLICATION 3.19.2025

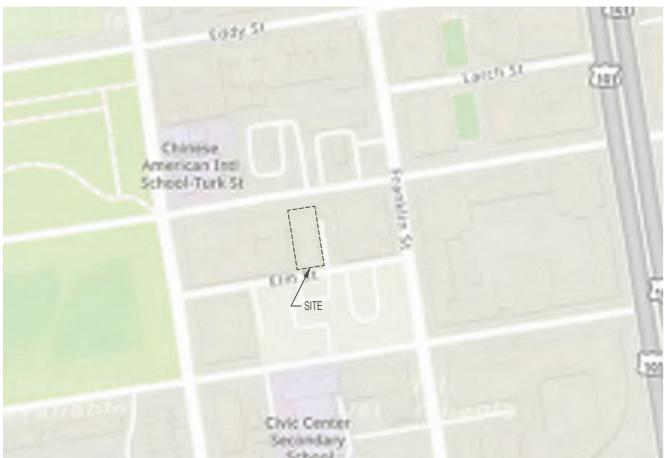
BLOCK / LOT: 0761 / 016A
835 TURK STREET
SAN FRANCISCO, CA 94102

100% AFFORDABLE HOUSING PRIORITY PERMIT PROCESSING PER EXECUTIVE DIRECTIVE 13-01 DEC. 18, 2023

Architect:
SSDP
44 GOUGH ST, SUITE 202
SAN FRANCISCO, CA 94103
T: 415.777.0991
F: 415.777.0992
www.sadsullivan.com
Seal & Signature:



PROJECT LOCATION



PROJECT DESCRIPTION

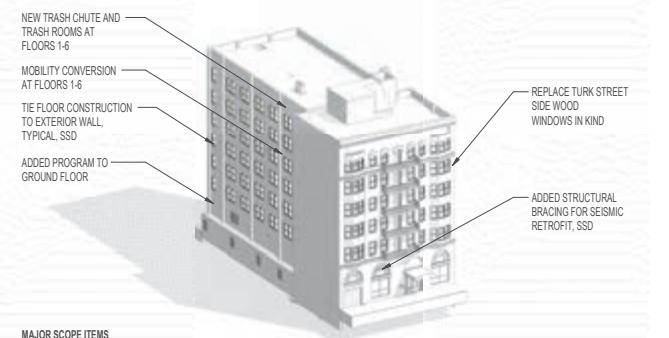
Project Name: 835 Turk
Address: 835 Turk Street, San Francisco, 94102
Block Number: 0761
Lot Number: 016A
Zoning District: NCT-3 - Moderate - Scale Neighborhood, Commercial Transit District
Maher Ordinance: Yes
Height Limit: 85-X
Year Built: 1929 / 1930
Historic Resource Status: 3CS, SF Planning Historic Resource Status A - Historic Resource Present (See SF PIM)
Occupancy Type(s): R-2, R-2 (Accessory), B-5, unused basement
Construction Type: Case C, SF Building Law of 1928
Building Height: 73'-11" from Turk Street Main Entrance to Roof F.F.E. at Storage
77'-7 1/4" from Turk Street Main Entrance to Top of Parapet at Turk Street
68'-3 1/4" from Lowest Level Sidewalk (at Elm Street) to highest occupied level (6th Floor)
Number Of Stories: 7 Stories + Basement
Unit Count: 113 Units (includes unit #101 currently used as Kitchen / Dining / Lounge area for tenants)
1 - 1-Bedroom Unit
114 Total Units
100% of Units are affordable (See MOHCD Priority Permit Letter sheet G010)
Lot Area: 57' X 120' = 6,900 SF, SCD
Roof Areas: Roofs above Basmt: 890 SF; Roof Level 5: 343 SF; Roofs above Penthouse: 365 SF
Roof Requirements: Better roofs ordinance, including total roof area, living roof area, and solar ready zone area:
Gross Floor Area: See Gross Floor Area Plans
Vehicle Parking: Removed existing parking (- 16 parking spaces). No parking required. No parking provided.
No Car Share existing, required, or provided
Bicycle Parking: None required per SEC. 155.2. **BICYCLE PARKING (a) Applicability**
and/or CGBC 5.108.4.1 **Bicycle Parking**.
Provided: Existing bicycle rack for approx. 12 bicycles to be relocated within existing space.
Usable Open Space: No Usable Open Space required, no Usable Open Space Provided.
Average Slope: (100'-0" - 91'-7 1/2") / 120'-0" = 6.98' / 100'-0" = 1/14.33
SPECIAL USE DISTRICT: SEC. 249.35. FRINGE FINANCIAL SERVICE RESTRICTED USE DISTRICT
SEC. 249.97. PRIORITY EQUITY GEOGRAPHIES SPECIAL USE DISTRICT

Existing Property:

The property at 835 Turk is a 7 story + basement residential hotel building built in 1928. The building occupies the length of the property. The Ground Floor is accessed from Turk Street. The basement floor is accessed from the back of the building at Elm Street. Per SF Fire Code Section 1103.5.4 this is not a high rise building top floor is under 75' above fire truck access. Built per 1928 SF Building Law Class C, the building has an open main stair, an additional staircase at the Elm Street side, and a fire escape at the Turk Street facade. Two elevators service the lobby floor and floors above. The building contains parking (not striped for ADA parking and clear height less than required for ADA), storage and mechanical rooms at the basement floor. Lobby, property management office, parking (not striped for ADA parking and clear height less than required for ADA), storage and mechanical rooms at the basement floor. Lobby, property management office, parking (not striped for ADA parking and clear height less than required for ADA), storage and mechanical rooms at the basement floor. Lobby, property management office, parking (not striped for ADA parking and clear height less than required for ADA), storage and mechanical rooms at the basement floor. Lobby, property management office, parking (not striped for ADA parking and clear height less than required for ADA), storage and mechanical rooms at the basement floor. Managers unit, and a kitchen / dining / lounge area at the 1st upper floor and units at the floors above. The regular units contain bathrooms but no kitchens, the Managers unit contains a bathroom and a kitchen. The construction is concrete with supporting steel structure, wood floor construction at the upper floors, and wood roof construction.

Scope of Work:

The basement floor is not in the project scope except as required for improvements to the building. Parking is to remain striped for ADA parking and clear height to remain less than required for ADA parking. Required at the scope of the building included structural brace frames, improvements to the Elm Street side stairs, and removing or abandoning MEP equipment and piping. The ground floor use as parking garage is changed to become support spaces for the residential use of the building. At the first upper floor the One-Bedroom Manager's unit and the kitchen/dining/lounge area are converted to become ADA compliant. At all residential floors two units at each floor are combined into one mobility unit and the remaining space is used to add a trash room with a new chute.



MAJOR SCOPE ITEMS

ABBREVIATIONS

&	AND	KIT.	KITCHEN
<	ANGLE	LAU.	LAUNDRY
@	AT	LANDG	LANDING
A.B.	ANCHOR BOLT	LAV.	LAVATORY
ABV	ABOVE	L.T.	LIGHT
A.C.	ASPHALTIC CONC	MAX.	MAXIMUM
ACC	ACCESSIBLE	M.C.	MEDICINE CABINET
ACOUS.	ACOUSTICAL	MECH.	MECHANICAL
A.D.	AREA DRAIN	MTL.	METAL
ADJ.	ADJACENT	MFR.	MANUFACTURER
ALUM.	ALUMINUM	MIN.	MINIMUM
APL.	ASSUMED PROPERTY LINE	MTD.	MOUNTED
AUTO.	AUTOMATIC	MULL.	MULLION
BALC.	BALCONY	N/A	NOT APPLICABLE
BD.	BOARD	N.I.C.	NOT IN CONTRACT
BLDG.	BUILDING	N.T.S.	NOT TO SCALE
BLKG.	BLOCKING	O/	OVER
BM.	BEAM	O.C.	ON CENTER
B.O.C.	BOTTOM OF CURB	OFF.	OFFICE
BTM.	BOTTOM	O.H.	OVERHANG
B.S.W.	BACK OF SIDEWALK	OPNG.	OPENING
BTWN.	BETWEEN	OPP.	OPPOSITE
CABT.	CABINET	PERF.	PERFORATED
CEM.PLAS.	CEMENT PLASTER	PL.	PLATE
C.J.	CONTROL JOINT	PROPERTY LINE	PROPERTY LINE
C.L.	CENTERLINE	PLAS.	PLASTIC LAMINATE
CL.G.	CEILING	LAM.	PARTIALLY OPERABLE
CLKG.	CAULKING	P.O.	PRESSURE TREATED
CL.	CLOSET	P.T.	OR POST TENSIONED
CLR.	CLEAR	PTD.	PAINTED
C.M.U.	CONCRETE MASONRY UNIT	PLYWD.	PLYWOOD
COL.	COLUMN	RISER.	RISER
CONC.	CONCRETE	RECESSED	RECESSED
CONN.	CONNECTION	REF.	REFRIGERATOR
CONT.	CONTINUOUS	REINF.	REINFORCED
CONST.	CONSTRUCTION	REQ'D.	REQUIRED
CNTR.	COUNTER	RM.	ROOM
CSMT.	CASEMENT	R.O.	ROUGH OPENING
D.	DRYER	R.W.L.	RAINWATER LEADER
DBL.	DOUBLE	S.A.D.	SAD SEE ARCHITECTURAL DRAWINGS
DET.	DETAIL	S.C.	SOLID CORE
DIA.	DIA METER	S.C.D.	SCD SEE CIVIL DRAWINGS
DIM.	DIMENSION	S.S.D.	SED SEE STRUCTURAL DRAWINGS
DR.	DOOR	SCH.	SCHEDULE
D.S.	DOWNSPOUT	SEC.	SECTION
DWG.	DRAWING	S.E.D.	SED SEE ELECTRICAL DRAWINGS
EA.	EACH	S.F.	SUBFLOOR
E.J.	EXPANSION JOINT	S.F.D.	SEE FIRE PROTECTION DRAWINGS
ELEV.	ELEVATION	S.F.S.	SEE FIRE SPRINKLER DRAWINGS
ELEC.	ELECTRIC	S.G.	SAFETY GLAZING
ENCL.	ENCLOSURE	SH.	SHELF
E.P.	ELECTRIC PANEL	SHLV.	SHLVES
EQ.	EQUAL	SHT.	SHEET
EOPT.	EQUIPMENT	SIM.	SIMILAR
EXT.	EXTERIOR	S.L.D.	SLD SEE LANDSCAPE DRAWINGS
F.A.I.	FRESH AIR INTAKE	SLVTD.	SEE LOW VOLTAGE TELECOM DWGS
F.D.	FLOOR DRAIN	S.M.	SHOOT METAL
FDN.	FOUNDATION	S.M.D.	SMD SEE MECHANICAL DRAWINGS
F.E.C.	FIRE EXTINGUISHER	S.P.	STANDPIPE
F.F.	FINISHED FLOOR	SPD.	SPD SEE PLUMBING DRAWINGS
FIN.	FINISH OR FINISHED	SPEC'S.	SPECIFICATIONS
FLASH'G	FLASHING	SQ.	SQUARE
FLEX.	FLEXIBLE	S.S.	STAINLESS STEEL
FLX.	FLUX	STD.	STANDARD
F.O.B.	FACE OF BEAM	STOR.	STORAGE
F.O.C.	FACE OF CONCRETE	STRUCT.	STRUCTURAL
F.O.F.	FACE OF FINISH	SV.	SHEET VINYL
F.O.S.	FACE OF STUD	T.B.	TOWEL BAR
F.O.W.	FACE OF WALL	T&G.	TONGUE AND GROOVE
FT.	FOOT	TEL.	TELEPHONE
FTG.	FOOTING	TEMP.GL.	TEMPERED GLASS
GA.	GAUGE	THRESH.	THRESHOLD
GAR.	GARAGE	T.O.	TOP OF
G.B.	GRAB BAR	T.O.C.	TOP OF CURB
GL.	GLASS	T.O.PL.	TOP OF PLATE
GLAZ.	GLAZING	T.O.S.	TOP OF SLAB
G.W.B.	GAUZED SHEET METAL	T.O.W.	TOP OF WALL
G.Y.P.	GYPSUM WALL BOARD	TPH.	TOP OF WALL
H.B.	GYPSUM	T.	TREND (OR TEMPERED)
HDWR.	HOSE BIB	T.S.	TUBE STEEL
H.M.	HARDWARE	TYP.	TYPICAL
HORIZ.	HOLLOW METAL	U.O.N.	UNLESS OTHERWISE NOTED
HPR.	HORIZONTAL	VCT.	VINYL COMPOSITION TILE
HR.	HOPPER	VERT.	VERTICAL
H.R.	HOUR	VEST.	VESTIBULE
H.R.	HANDRAIL	V.G.D.F.	VERTICAL GRAIN DOUG. FIR
HT.	HEIGHT	V.I.F.	VERIFY IN FIELD
IN.	INCHES	W.	WASHER
INSUL.	INSULATION	W/	WITH
INT.	INTERIOR	W.C.	WATER CLOSET
INTERM.	INTERMEDIATE	WD.	WOOD
J.T.	JOINT	WDW.	WINDOW
		W.H.	WINDOW HEATER
		W/O.	WITHOUT
		W.O.	WHERE OCCURS
		W.P.	WATERPROOF
		W.S.	WHEELSTOP

CODE & ACCESSIBILITY INFORMATION

PROJECT TEAM

UNIT MATRIX SUMMARY

UNIT MATRIX SUMMARY EXISTING & PROPOSED CONDITIONS			
UNIT MATRIX / PROGRAM (EXISTING)		UNIT MATRIX / PROGRAM (PROPOSED)	
BUILDING	UNIT COUNT	SRO	B1R(M)
BASMENT	0	0	0
GROUND FLOOR	0	0	0
FLOOR 1	13	13	12
FLOOR 2	20	20	19
FLOOR 3	20	20	19
FLOOR 4	20	20	19
FLOOR 5	20	20	19
FLOOR 6	20	20	19
TOTAL	113	112	107
(E) UNIT TOTAL	113	112	107
UNIT ALLOCATION %	99.1%	99.1%	99.1%
UNIT ALLOCATION %		6.5%	93.5%

(M) MOBILITY UNITS
(C) UNITS WITH COMMUNICATION FEATURES
(N.I.C.) UNITS NOT IN SCOPE

NOTES:
1. THE UNIT COUNT ABOVE REFERS TO THE NUMBER OF UNITS ACTUALLY USED AS UNITS.

THE NUMBER OF UNITS SF DBI HAS ON RECORD IN THE ANNUAL UNIT USAGE REPORT INCLUDES THE LOUNGE/KITCHEN/DINING SPACE AT THE 1ST UPPER FLOOR AS UNIT #101. THE CURRENT USE AS KITCHEN/LOUNGE/DINING SPACE WAS CONFIRMED ACCEPTABLE WITH DBI AND WILL REMAIN AS IS.

2. TOTAL NUMBER OF MOBILITY UNITS REQUIRED AT 835 TURK (ASSUME 5% PER ADA AND CBC REQUIREMENT ONLY, NO TCAC FUNDING) = 6

3. UNITS XXX, XXX, AND XXX, TO BECOME FUTURE MOBILITY UNITS. TOTAL NUMBER OF MOBILITY UNITS PROVIDED AT 835 TURK = 6 (FULFILLS THE 5% ADA AND CBC REQUIREMENT)

4. TOTAL NUMBER OF COMMUNICATION UNITS REQUIRED AT 835 TURK (ASSUME 2% PER ADA AND CBC REQUIREMENTS, NO TCAC FUNDING) = 3

5. UNITS XXX AND XXX TO BECOME FUTURE COMMUNICATION UNITS. TOTAL NUMBER OF COMMUNICATION UNITS PROVIDED AT 835 TURK = 3 (FULFILLS THE 2% ADA AND CBC REQUIREMENT)

UNIT MATRIX PROPOSED UNIT NUMBERS AND LOCATION OF MOBILITY AND COMMUNICATION UNITS

UNIT	1	2	3	4	5	6
101	101	101	101	101	101	101
102	102	102	102	102	102	102
103	103	103	103	103	103	103
104	104	104	104	104	104	104

835 TURK STREET

SHEET LIST	
Sheet Number	Sheet Name
001	SSDP
002	44 GOUGH ST. SUITE 202 SAN FRANCISCO, CA 94103 T: 415.777.0991 F: 415.777.0992 www.saudisullivan.com
003	Seal & Signature: 
004	Project: [REDACTED]
005	GENERAL
G000	PROJECT INFORMATION
G001	DRAWING INDEX
G010	AGENCY COMMUNICATION
G011	AGENCY COMMUNICATION CONT.
G020	GREEN BUILDING CODE
G030	GROSS FLOOR AREA DIAGRAMS
G030A	EXISTING GROSS FLOOR AREA DIAGRAMS
G040	EGRESS DIAGRAMS
G041	EGRESS DIAGRAMS
G050	CODE SUMMARY
G060	ACCESSIBILITY - GENERAL REQUIREMENTS
G061	ACCESSIBILITY - DOORS & WINDOWS
G062	ACCESSIBILITY - COMMON SPACE & UNIT REQUIREMENTS
G070	KEYNOTES
G080	SITE PHOTOS
G081	SITE PHOTOS
G082	GENERAL - 16
006	CIVIL - SURVEY
CS001	SURVEY PAGE 1
CS002	SURVEY PAGE 2
007	CIVIL - SURVEY: 2
008	ARCHITECTURAL
A100	SITE PLAN
A110	BASEMENT & GROUND FLOOR PLANS - PROPOSED & REMOVAL
A111	1ST AND 2ND UPPER FLOOR PLANS - PROPOSED & REMOVAL
A114	ROOF PLAN - PROPOSED & REMOVAL
A170	GROUND & 1ST FLOOR RCPS - PROPOSED & REMOVAL
A171	2ND UPPER FLOOR RCPS - PROPOSED & REMOVAL
A200	BUILDING ELEVATIONS
A200A	BUILDING ELEVATIONS (EXISTING)
A201	BUILDING ELEVATIONS ENLARGED & DIAGRAMS
A300	BUILDING SECTIONS
A405	ENLARGED FLOOR PLAN - GROUND FLOOR COMMON SPACE
A406	ENLARGED RCP - GROUND FLOOR COMMON SPACE
A407	ENLARGED INT ELEV - GROUND FLOOR COMMON SPACE
A408	ENLARGED INT ELEV - GROUND FLOOR COMMON SPACE
A410	ENLARGED FRS, RCPS AND ELEVATIONS - 1ST-6TH FLOOR COMMON
A440	ENLARGED PLAN, RCP AND ELEVATIONS - MOBILITY UNIT
A441	ENLARGED PLAN, RCP AND ELEVATIONS - MGRS UNIT
A442	ENLARGED PLAN, RCP AND ELEVATIONS - TYP EXISTING UNIT
A460	ENLARGED KITCHEN PLANS & ELEVATIONS
A470	ENLARGED UNIT BATHROOM PLANS & ELEVATIONS
A480	STAIR PLANS & SECTIONS
A481	STAIR PLANS & SECTIONS
A495	TRASH ROOMS & CHUTE & ENLARGED MECH SHAFT PLANS & SECTIONS
A500	EXTERIOR ASSEMBLIES
A510	INTERIOR PARTITION TYPES
A511	INTERIOR PARTITION TYPES - WOOD
A540	EXTERIOR DETAILS
A570	INTERIOR DETAILS
A600	DOOR SCHEDULE
A620	WINDOW SCHEDULE
A640	FINISH SCHEDULE
A680	SIGNAGE PLAN & SCHEDULE
009	ARCHITECTURAL - 32
010	TOTAL: 50

ISSUE INFORMATION

Issued For: [REDACTED]

SF PLANNING APPLICATION

03.19.2025

No. Description Date:

1 SF Planning 03.19.2025

PLOT DATE: 12/18/2024

PROJECT NO: 2305

PHASE:

PREPARED BY: EG

SCALE:

Sheet Title: [REDACTED]

DRAWING INDEX

Sheet No.: [REDACTED]

G001

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MAHER - COMPLIANCE CERTIFICATION LETTER FROM SF DPH

Document ID: C179002-007-000-A008-AB2AHCFT2020



George Caffaro, M.D., Director of Health
George Caffaro, M.D., Director of Health
Environmental Health Director

January 21, 2025

City and County of San Francisco
Department of Homelessness & Supportive Housing
Attn: Lakessa Scott
440 Turk Street
San Francisco, CA 94102

Via email: lakessa.scott@sfgov.org

Subject: SFHIC Article 22A and 22B - Compliance Certification
835 Turk St, San Francisco, California 94102
SMEB Case Number: 2291

Dear Lakessa Scott:

In accordance with San Francisco Health Code (SFHC) Article 22A and 22B, and San Francisco Building Code Section 106.3.2.4, the San Francisco Department of Health, Environmental Health Branch, Community Site Assessment and Mitigation Program (EHB-SAM) is issuing a Compliance Certification letter based on the receipt and review of the following documents related to Site Mitigation Environmental Health Database (SMEB) case number 2291 for the property located at 835 Turk Street (the Site).

- SCA Environmental, Inc. (SCA), 2021, Phase I Environmental Site Assessment, Vastaggio Sales, APN 0761-016A, 835 Turk Street, San Francisco, CA 94102, November 18, Phase IESA
- Calgenco Engineering Consultants, Inc., 2024, Final Geotechnical Engineering Investigation Report for Seismic Retrofit Project, 835 Turk Street, San Francisco, California, December, (Geotechnical Report)
- Solis + Sullivan Design Partners (SSDP), 2024, 835 Turk Street, 5th Floor, Design Development, December 18.

On December 10, 2024, the EHB-SAM received a Site Assessment and Mitigation Application and issued a SMEB-case number 2291 for the Site.

A case summary and comments from EHBS-SAM review are included in this letter.

SITE DESCRIPTION AND PROPOSED DEVELOPMENT

The Site is located on Turk Street, between Gough Street and Franklin Street. It is approximately 6,899 square feet (0.16 acres) in size and identified by the San Francisco County Assessor's Parcel Number (APN) 0761-016A.

Document ID: C179002-007-000-A008-AB2AHCFT2020
835 Turk St (Block 2291)
January 21, 2025
Page 2 of 3

Based on the Geotechnical Report, the Site basement is underlain by approximately 20 feet of sand. Groundwater is anticipated at 35 feet below ground surface (bgs), flowing towards the northeast. Based on the Phase I ESA, the Site was used for residential dwellings from 1866 to the late 1920s. The existing building was built in 1929 and used for hotel apartments, single room occupancy, and short-term rentals. Historical commercial operations neighboring the Site include a sheet metal workshop, paint shop, photo shop, auto repair shop, dry cleaner, and oil and gas station(s). A ramp connects to a historical freeway was present two parcels west of the Site from the 1960s to 1990s. In accordance with ASTM E1527-13, the Phase I ESA did not identify any recognized environmental conditions (RECs).

EHB-SAM REVIEW

Based on the information provided, the requirements of Article 22B do not apply to this project and no Site-Specific Dust Control Plan will be required. Please review the general construction dust control requirements in San Francisco Building Code Section 106.3.2.8.3 as they may still apply.

The EHB-SAM approves the Phase I ESA and finds it compliant with SFHC Article 22A & 22B and finds no further action is necessary for Article 22A compliance based on the findings that no hazardous substances are expected to be present in soil or groundwater exceeding applicable health risk levels.

Should you have any questions or comments, please contact Tina Hoang at (415) 252-5927 or tina.hoang@sfgov.org.

Sincerely,

Tina Hoang
Senior Environmental Health Inspector

CC: Beronica Shetler, EHB-SAM, via beronica.shetler@sfgov.org
Tina Shryner, San Francisco City Planning Department, via tina.shryner@sfgov.org

AB-004 DOCUMENTATION OF FINDINGS FOR PRIORITY PERMIT APPLICATION PROCESSING.

Document ID: C179002-007-000-A008-AB2AHCFT2020

2022 SAN FRANCISCO BUILDING CODE

AB-004

ATTACHMENT 1

City and County of San Francisco
Department of Building Inspection

London N. Breed, Mayor
Patrick O'Rourke, C.B.O., Director

DEPARTMENT OF BUILDING INSPECTION
City & County of San Francisco
49 South Van Ness Avenue | 5th Floor, San Francisco, CA 94103

Documentation of Findings for Priority Permit Application Processing

This form shall accompany all requests for priority processing of permit applications. A copy shall be submitted in the office of the Deputy Director for Permit Services, a copy shall accompany the permit application, and a copy shall be recorded as a permit document.

Note: Redlines items are to be completed by the Permit Applicant

Received Date: _____ Time: _____ Permit Application # _____

Property Address: 835 Turk Street, San Francisco, CA 94102 Block and Lot: _____ / _____

Occupancy Group: _____ Use: _____

Description of Proposed Work: _____

Rehabilitation of existing 5-story 100% Affordable Housing SRO building for formerly homeless individuals.

I hereby declare that the information provided is accurate to the best of my knowledge and that I intend to undertake and complete the project described herein in compliance with the requirements for Priority Permit Processing detailed in DIB Administrative Rulefile AB-004

Signature of Applicant: Date: 03/12/2025

Print Name of Applicant: BRENDAN DWYER Email: brendan.dwyer@sfgov.org

Engineering/Architectural Drawings/Plans (check all that apply):

Case A Case B Other (select one): Item # 2

Comments/Findings: Per an email response from Brendan Dwyer, MOHCD, the building is currently owned by HSH & leased to a building operator. Email correspondence, March, 2025. (Archived)

Approved by: Date: 03/12/2025

Print Name and Title: Mark Walls, Chief Building Inspector Date: 3/12/2025

1/1/2023

Page 4/5

MOHCD PRIORITY PERMIT LETTER

Mayor's Office of Housing and Community Development
City and County of San Francisco

London N. Breed
Mayor

Eric D. Shaw
Director

Letter Confirming City Priority Permit Status

December 27, 2023

Pranay Mowji, Owner's Representative/Construction Manager
c/o Five Keys Schools and Programs
20 Oak Grove Street
San Francisco, CA 94107

Pranay Mowji,

On behalf of the Mayor's Office of Housing and Community Development (MOHCD) this letter confirms the priority permit status of the proposed 100% affordable project at the Property listed below, as an Executive Directive 13-01 priority project.

This letter should be uploaded with your permit application when you submit any building permits online and should be referenced in all correspondence related to those permit applications.

835 Turk Street – Block 0761 Lot 014
Rehabilitation of existing 6-story 100% Affordable Housing SRO building for formerly homeless individuals.

Thank you and please contact the staff person listed below with any questions.

Brendan Dwyer
Director of Construction Services
brendan.dwyer@sfgov.org

CC: Jannie Park (HSH), Charly Ongoncho (HSH), Eli Kornbluth (HSH), Miss Sullivan (Solis + Sullivan Design Partners), Tessa Odeigbo-Schaeberg (MOHCD), Sora Amano (MOHCD), Carly Grob (CPC)

One South Van Ness Avenue, 5th Floor, San Francisco, CA 94103
www.mohcd.org

835 TURK STREET

ISSUE INFORMATION

Issued For:

SF PLANNING APPLICATION

03/19/2025

No. Description Date:

1 SF Planning 03/19/2025

PLOT DATE: 12/18/2024

PROJECT NO: 2305

PHASE:

PREPARED BY: EG

SCALE:

Sheet Title:

AGENCY:

COMMUNICATION

Sheet No.:

G010

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44 GOUGH ST, SUITE 202
SAN FRANCISCO, CA 94103
T: 415.777.0991
F: 415.777.0992
www.sddsp.com

Seal & Signature:

C-25093

ERRCS REQUIREMENTS

Begin forwarded message:

From: "Weiss-Ishai, Sagiv (FIR)" <sagiv.weiss.ishai@sfgov.org>
Subject: RE: 835 Turk - Pre-App - question for clarification
Date: January 7, 2025 at 14:09:26 PST
To: Bob Luhrs <BobLuhrs@pacifiastore.com>
Cc: Pranay Mowei <pranay.mowei@gmail.com>, Bruce Baumann <bruce.baumann@associates.com>, "Weiss-Ishai, Sagiv (FIR)" <sagiv.weiss.ishai@sfgov.org>

Hi Bob and Bruce and Happy 2025!
There is no code requirement to install smoke alarms on every floor.
You could potentially have full coverage with an antenna or a.
The Antenna coverage design is based on the GACI licensed design and we just provide the Radio
frequency and the antenna location via a grant test and GACI - MTO (5 requirements in each grid
regards the locations of the antenna).
You can tell us what that is how SFRD (Sagiv/Mowei) are enforcing the ERRCS requirement since
1/1/2021 and he can contact me for more specific info if he needs to.
Hope this helps

Sagiv

Sagiv Weiss-Ishai, P.E.
Senior Fire Protection Engineer
San Francisco Fire Department
Bureau of Fire Prevention
49 South Van Ness, Suite 540
San Francisco, CA 94103
Desk: (415) 652-3770
Fax: (415) 652-3470
Email: sagiv.weiss.ishai@sfgov.org



Hi all,
Please use below for confirmation DBI will accept a net loss of 6 units to create 6 accessible units.
Thanks,
Joanne

From: Luton, Matthew [DBI] <mluton@sfgov.org>
Sent: Friday, July 21, 2023 3:44 PM
To: Park, Joanne [HOM] <joanne.park@sfgov.org>
Cc: Quimby, Cheley [HOM] <chelethe.quimby@sfgov.org>
Subject: RE: 835 Turk - HSH acquisition property - HCO question

Hi Joanne,
I will be the person in Housing Inspection that reviews your permit application for compliance with the HCO and will
approve the conversion of 12 guest rooms in order to create 6 accessible units, as it has been presented to me, due to
the exception specified under the definition of Conversion (See Section 41.4 of the SF Administrative Code).

I hope that this email satisfies your request for the interpretation in writing.

Please feel free to contact me with any additional questions or concerns.

Thank you,

Matt Luton
Housing Inspection Services

49 S. Van Ness Ave., Suite 400

San Francisco, CA, 94103

(415) 652-3770

Fax: (415) 652-3470

Email: mluton@sfegov.org

From: Park, Joanne [HOM] <joanne.park@sfgov.org>
Sent: Friday, July 21, 2023 12:45 PM
To: Luton, Matthew [DBI] <mluton@sfgov.org>
Cc: Quimby, Cheley [HOM] <chelethe.quimby@sfgov.org>
Subject: RE: 835 Turk - HSH acquisition property - HCO question

Hi Matt,

Thanks for the update! Would it be possible to get this interpretation in writing or something formalized so it doesn't

become an issue during plan check?

Joanne

From: Luton, Matthew [DBI] <mluton@sfgov.org>
Sent: Friday, July 21, 2023 9:00 AM
To: Park, Joanne [HOM] <joanne.park@sfgov.org>
Cc: Quimby, Cheley [HOM] <chelethe.quimby@sfgov.org>
Subject: RE: 835 Turk - HSH acquisition property - HCO question

Good morning, Joanne

I apologize for the delay in getting back to you.

I am not aware of anything that would require you to convert existing guest rooms into accessible units. During due
diligence it was brought up that the Mayor's Office of Housing might require the city to provide accessible units. It
sounds like that is not the case now.

I have just heard back from the city attorney and after going over the proposed change at 835 Turk Street, it seems like
we can use the exception specified under the HCO's definition of "Conversion" to approve this project. The exception
allows a change in use of a residential unit to a non-commercial unit, which serves only the needs of the permanent
residents.

Please let me know if you have any questions or concerns.

Thank you,

Matt Luton
Housing Inspection Services

49 S. Van Ness Ave., Suite 400

San Francisco, CA, 94103

(415) 652-3770

From: Park, Joanne [HOM] <joanne.park@sfgov.org>
Sent: Monday, July 10, 2023 12:02 PM
To: Luton, Matthew [DBI] <mluton@sfgov.org>
Cc: Quimby, Cheley [HOM] <chelethe.quimby@sfgov.org>
Subject: RE: 835 Turk - HSH acquisition property - HCO question

Hi Matt,

No worries - we're all pretty busy here too. I don't recall mentioning there is an authority for an accessible unit

requirement. From our perspective, the units would be voluntary. I'm still not clear, however, if DBI would require

accessible units if they determine the magnitude of our seismic retrofit project warrants such units.

3

NO EXISTING 3R REPORT

From: Wu, Darren [DBI] <darren.wu@sfgov.org>
Sent: Wednesday, October 19, 2022 12:21 AM
To: Christian, Sharon [HOM] <sharon.christian@sfgov.org>
Cc: Adams, Dan (MFR-DEM) <dan.adams@sfgov.org>, Hanley, Parry (DBI) <parry.hanley@sfgov.org>, Cadigan, Alexander (DBI) <alexander.cadigan@sfgov.org>
Subject: RE: 3R report for 835 Turk and Eula

Hi Sharon,

Typically, if we have an existing 3R, I'd email you with a copy of that 3R. For these two properties, 835 Turk Street and 835 Turk, we have none. And I noticed these two properties are owned by the City.

May I ask why you need one? Usually, a 3R is requested when a sale or exchange of a residential property. See below:

Per Housing Code, Section 3R(A)

It shall be unlawful for the owner of such residential building to sell or exchange same without first having obtained and delivered to the buyer the Report of Residential Building Record herein provided for. A residential building is defined as a building or portion thereof containing one or more dwelling units but not including hotels containing 30 or more guest rooms, or motels.

Please advise.

Thank you,

Gatten, Ili, Counselor of Records
Department of Building Inspection
Records Management Division
49 South Van Ness, Suite 400
San Francisco, CA 94103
Office: (415) 652-3420 Desk: (415) 652-3351
<https://dbi.sfgov.org/RCM>



2021 ANNUAL UNIT USAGE REPORT

SECTION 1 - PROPERTY INFORMATION

Block: 0761
Lot: 016A.01

Hotel Name (if applicable): Vantaggio Suites
Hotel Address: 835 Turk St., SF, CA 94102

Number of Certified Residential Rooms: 114
Number of Certified Tourist Rooms: 0

SECTION 2 - OWNER NAME AND ADDRESS

Owner Name: VSFIF Associates, LLC
Owner Address: 835 Turk St.

City SF State CA Zip Code 94102
Owner Email Address: sf@vfifassociates.com
Owner Phone Number: 415-922-0111

SECTION 3 - LESSEE NAME AND ADDRESS (if applicable)

Lessee Name: N/A

Lessee Address:

City _____ State _____ Zip Code _____
Lessee Email Address: _____
Lessee Phone Number: _____

ANNUAL UNIT USAGE REPORT 2021 3 of 7

HOTEL ADDRESS: 835 Turk St., SF, CA 94102-761016A.01

SECTION 4 - RESIDENTIAL GUEST ROOMS

For October 15, 2021 indicate how many Residential guest rooms were occupied and vacant. Do not include legal apartments/bedding units in guest room count. Attach the Daily Log for October 15, 2021 with this report.

4.1) How many Residential guest rooms were occupied on 10/15/2021? 50

4.2) How many Residential guest rooms were vacant on 10/15/2021? 63

4.3) Total number of Residential guest rooms that were occupied and vacant on 10/15/2021. Add together the total number of rooms from Question 4.1 and 4.2. 113

4.4) Number of certified Residential guest rooms. See section 1. 114

4.5) Is the total number of Residential guest rooms that were occupied and vacant on 10/15/2021 (Question 4.3) the same as the number of Residential rooms listed on the Certificate of Use (Question 4.4)? "YES" / "NO". NO

4.6) If the response at Question 4.5 is "YES", please move on to the next section. If the response at Question 4.5 is "NO", please provide an explanation for the discrepancy in the space below. If you need additional space, please attach separate sheets. Unit #101 is converted and being used as a community kitchen.

SECTION 5 - TOURIST GUEST ROOMS

For October 15, 2021 indicate how many Tourist guest rooms were occupied and vacant.

5.1) How many Tourist guest rooms were occupied on 10/15/2021? 0

5.2) How many Tourist guest rooms were vacant on 10/15/2021? 0

5.3) Total number of Tourist guest rooms that were occupied and vacant on 10/15/2021. Add together the total number of rooms from Question 5.1 and 5.2. 0

5.4) Number of certified Tourist guest rooms. See Section 1. 0

5.5) Is the total number of Tourist guest rooms that were occupied and vacant on 10/15/2021 (Question 5.3) the same as the number of Tourist rooms listed on the Certificate of Use (Question 5.4)? "YES" / "NO". YES

5.6) If the response at Question 5.5 is "YES", please move on to the next section. If the response at Question 5.5 is "NO", please provide an explanation for the discrepancy in the space below. If you need additional space, please attach separate sheets.

ANNUAL UNIT USAGE REPORT 2021 4 of 7

Architect: SSDP
44 GOUGH ST, SUITE 202
SAN FRANCISCO, CA 94103
T: 415.771.0991
F: 415.771.0992
www.ssdpsolutions.com

Seal & Signature:
LICENSED ARCHITECT
WILLIAM ANNE BROWN
C-25093
STATE OF CALIFORNIA

835 TURK STREET

ISSUE INFORMATION
Issued For:
SF PLANNING APPLICATION
03.19.2025

No. Description Date:
1 SF Planning 03.19.2025

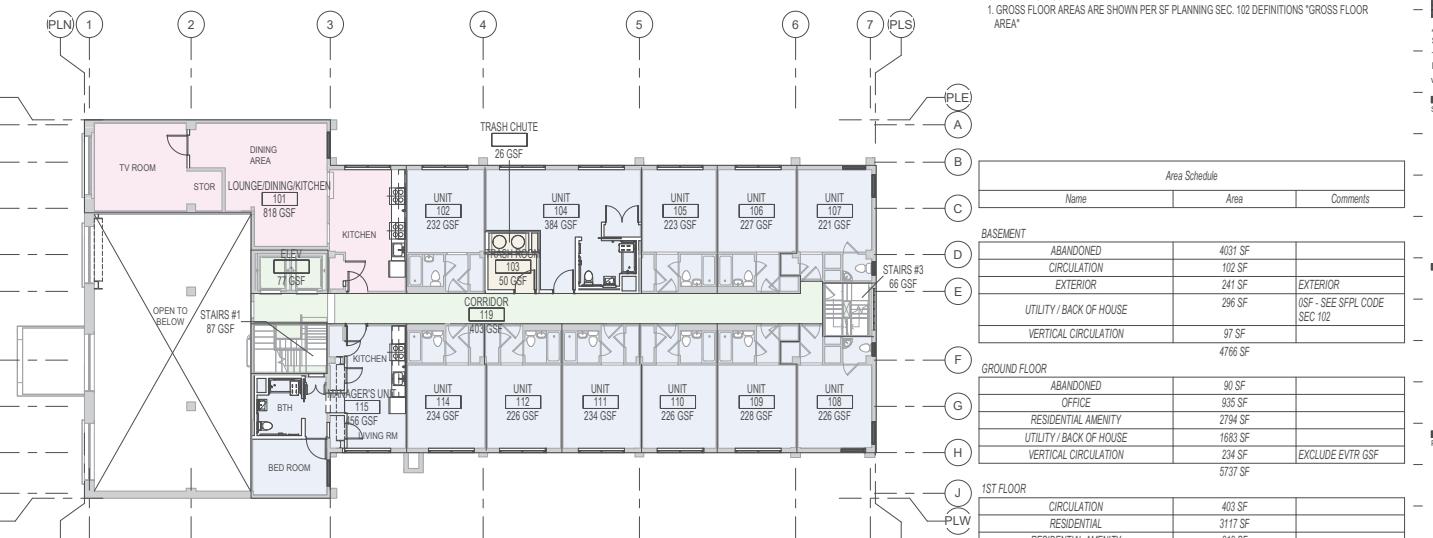
PLOT DATE: 12/18/2024
PROJECT NO: 2305
PHASE:
PREPARED BY:
EG
SCALE:
Sheet Title:
AGENCY
COMMUNICATION
CONT.

Sheet No.:
G011
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SHEET NOTES - GROSS FLOOR AREA PLANS:

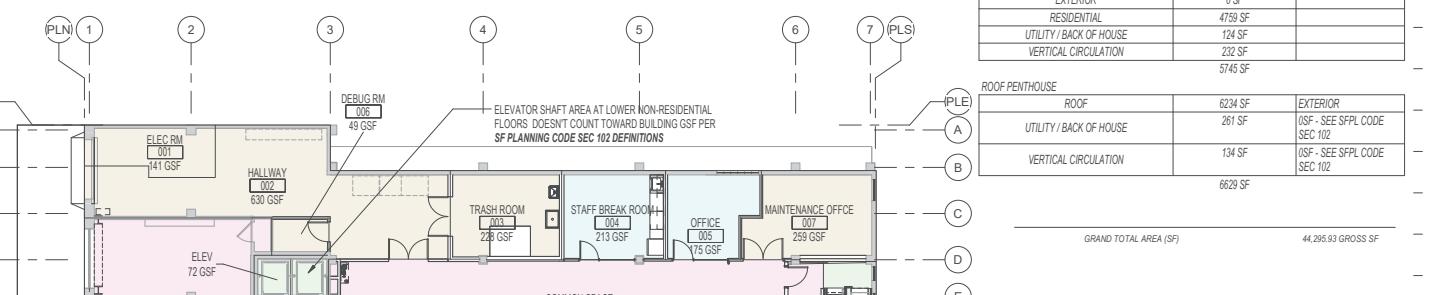
GENERAL NOTES:
1. GROSS FLOOR AREAS ARE SHOWN PER SF PLANNING SEC. 102 DEFINITIONS *GROSS FLOOR AREA



1ST UPPER FLOOR - GROSS FLOOR AREA DIAGRAM

G030

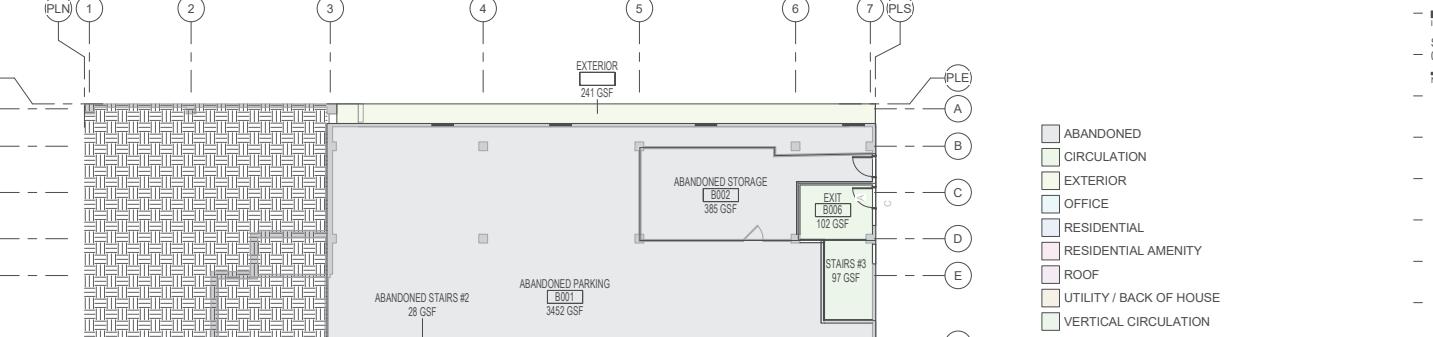
SCALE: 3/32" = 1'-0"



GROUND FLOOR - GROSS FLOOR AREA DIAGRAM

G030

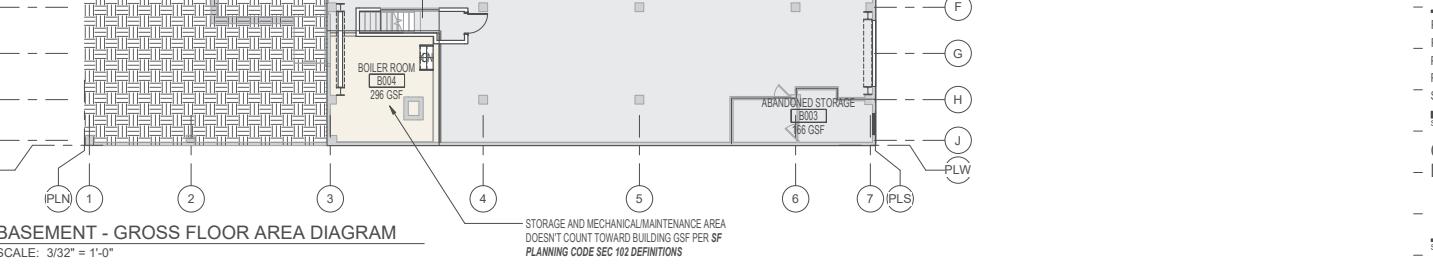
SCALE: 3/32" = 1'-0"



2ND - 6TH FLOORS - GROSS FLOOR AREA DIAGRAM

G030

SCALE: 3/32" = 1'-0"



BASEMENT - GROSS FLOOR AREA DIAGRAM

G030

SCALE: 3/32" = 1'-0"

835 TURK STREET

ISSUE INFORMATION
Issued For:
SF PLANNING APPLICATION
03.19.2025
No. Description Date
1 SF Planning 03.19.2025

PLOT DATE: 12/18/2024
PROJECT NO: 2305
PHASE: PREPARED BY: EG
SCALE: As indicated

Sheet Title: GROSS FLOOR AREA DIAGRAMS

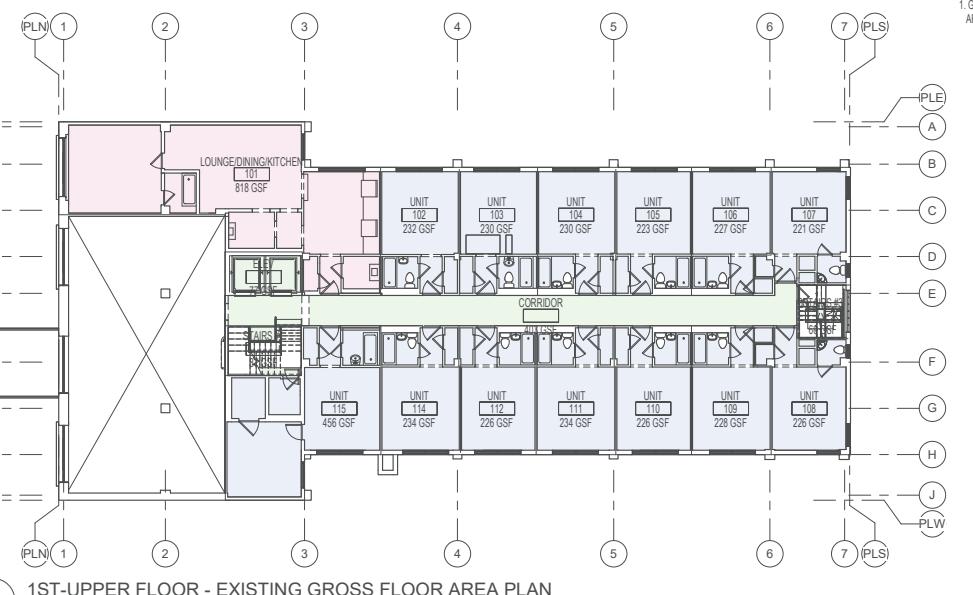
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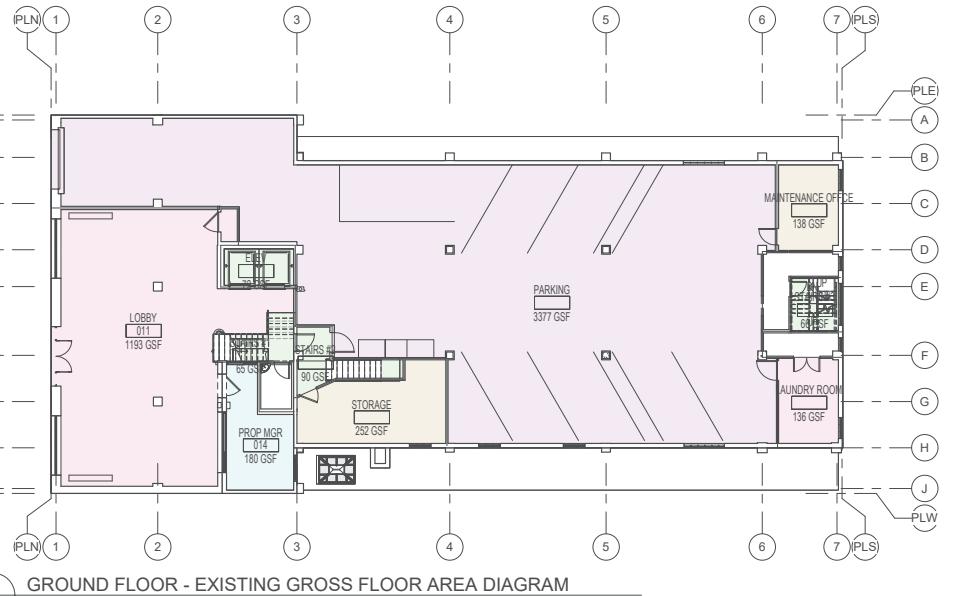
835 TURK STREET

SHEET NOTES - GROSS FLOOR AREA PLANS:

GENERAL NOTES:
 1. GROSS FLOOR AREAS ARE SHOWN PER SF PLANNING SEC. 102 DEFINITION "GROSS FLOOR AREA"



3 1ST-UPPER FLOOR - EXISTING GROSS FLOOR AREA PLAN
 G030A SCALE: 3/32" = 1'-0"



2 GROUND FLOOR - EXISTING GROSS FLOOR AREA DIAGRAM
 G030A SCALE: 3/32" = 1'-0"



4 2ND UPPER FLOOR - EXISTING GROSS FLOOR AREA PLAN
 G030A SCALE: 3/32" = 1'-0"



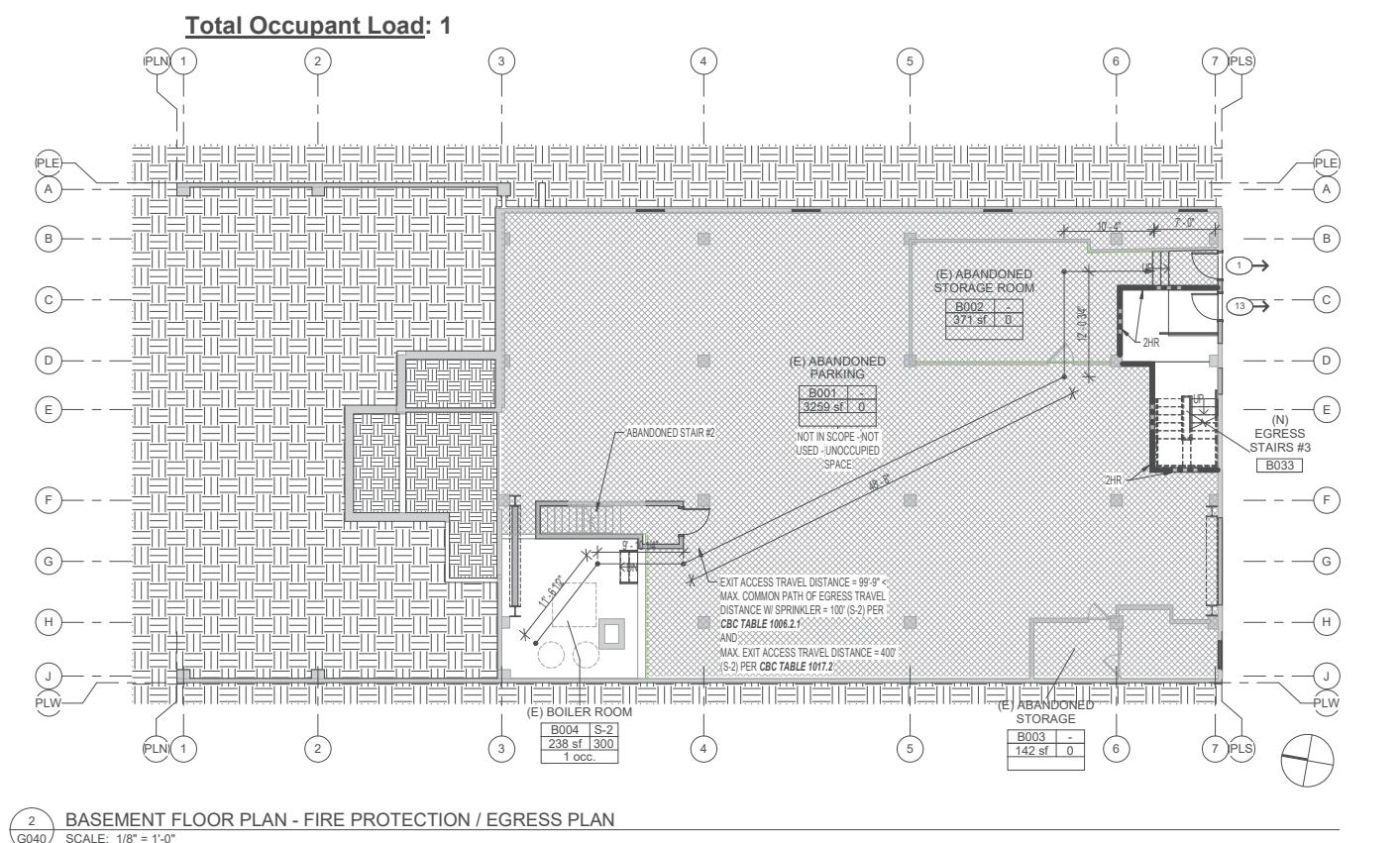
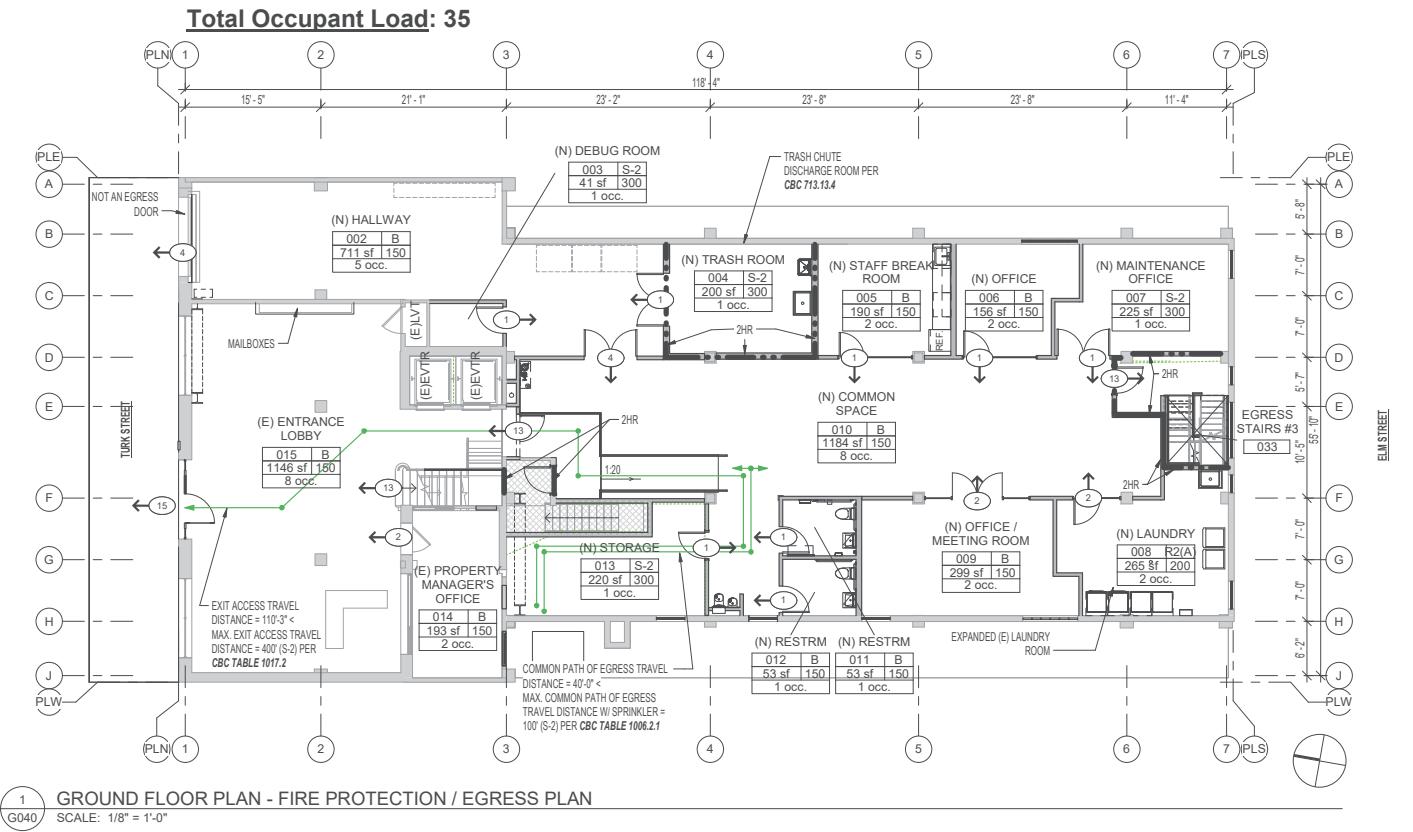
1 BASEMENT - EXISTING GROSS FLOOR AREA PLAN
 G030A SCALE: 3/32" = 1'-0"

ISSUE INFORMATION
 Issued For: SF PLANNING APPLICATION
 03.19.2025
 No. Description Date
 1 SF Planning 03.19.2025

PLOT DATE: 12/18/2024
 PROJECT NO: 2305
 PHASE: PREPARED BY: EG
 SCALE: As indicated

Sheet Title: EXISTING GROSS FLOOR AREA DIAGRAMS

Sheet No.: G030A
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EGRESS SHEET NOTES:

1. EXISTING WALLS/ OPENINGS TO BE RETAINED AT FIRE PARTITIONS AND FIRE BARRIER LOCATIONS UNLESS OCCUPANCY TYPE CHANGES AT EITHER SIDE. (CEBC 302.3)
2. EXISTING MATERIALS TO BE RETAINED AS REPAIR WORK. (CEBC 302.3)
3. NEW & REPLACEMENT MATERIALS SHALL COMPLY WITH CURRENT CODE (CEBC 302.4).
4. ROOF: UNOCUPIED
5. ALL REED SHAFTS 2-HOUR RATED PER CBC SECTION 713.
6. FIRE SEPARATION REQUIREMENTS ARE SHOWN FOR (N) PARTITIONS ONLY. FIRE SEPARATION REQUIREMENTS FOR (E) PARTITIONS ARE NOT SHOWN.

Architect:
SSDP

44 GOUGH ST. SUITE 202
SAN FRANCISCO, CA 94103
T: 415.777.0991
F: 415.777.0992
www.saudisullivan.com



OCCUPANCY:

PER CBC CHAPTER 3

OCCUPANT LOAD SCHEDULE - 01 GROUND LEVEL						
Level	Name	Number	Area	OCCUPANCY	OCCUPANT LOAD FACTOR	INT/EXT
GROUND FLOOR	(N) HALLWAY	002	711 SF			INTERIOR
GROUND FLOOR	(N) LAUNDRY	008	265 SF	R-2(A)	15	INTERIOR
GROUND FLOOR	(N) COMMON SPACE	010	1184 SF	A-3	15	INTERIOR
GROUND FLOOR	(E) ENTRANCE LOBBY	015	1146 SF	A-3	15	INTERIOR
GROUND FLOOR	(E) PROPERTY MANAGER'S OFFICE	014	193 SF	B	100	INTERIOR
GROUND FLOOR	(N) STORAGE	013	220 SF	S-2	300	INTERIOR
GROUND FLOOR	(N) RESTRM	011	53 SF	R-2(A)	15	INTERIOR
GROUND FLOOR	(N) RESTRM	012	53 SF	R-2(A)	15	INTERIOR
GROUND FLOOR	(N) OFFICE / MEETING ROOM	009	299 SF	S-2	300	INTERIOR
GROUND FLOOR	(N) TRASH ROOM	004	200 SF	S-2	300	INTERIOR
GROUND FLOOR	(N) STAFF BREAK ROOM	005	190 SF	B	100	INTERIOR
GROUND FLOOR	(N) OFFICE	006	156 SF	B	100	INTERIOR
GROUND FLOOR	(E) EGRESS STAIRS #3	033	115 SF	CIRC	0	INTERIOR
GROUND FLOOR	(E) ELEVTR	44	28 SF	CIRC	0	INTERIOR
GROUND FLOOR	(E) ELEVTR	45	30 SF	CIRC	0	INTERIOR
GROUND FLOOR	(E) ELEVTR	46	12 SF	R-2(A)	15	INTERIOR
GROUND FLOOR	(N) MAINTENANCE OFFICE	007	225 SF	R-2(A)	15	INTERIOR
GROUND FLOOR	(N) DEBUG ROOM	003	41 SF	S-2	300	INTERIOR
GROUND FLOOR	(E) ABANDONED	032	74 SF	S-2	300	INTERIOR
5196 SF						

835 TURK STREET

EGRESS DIAGRAM LEGEND:

Room name	ROOM NAME
101 A	ROOM NUMBER / OCCUPANCY
150 SF LF	FLOOR AREA / ALLOWABLE AREA PER OCC.
# OCC.	OCCUPANT LOAD

PROPERTY LINE
PATH OF TRAVEL
CUMULATIVE # OCCUPANTS EXITING SPACE
CUMULATIVE # OCCUPANTS TO EXIT
CUMULATIVE # OCCUPANTS TO EXIT DISCHARGE

1 HR FIRE RATED (N) CONSTRUCTION
2 HR FIRE RATED (N) CONSTRUCTION
(E) WALL TO REMAIN
(E) CONCRETE WALL TO REMAIN
(N) WALL
(N) CONCRETE WALL
TWO-WAY COMMUNICATION DEVICE
AREA NOT IN ARCHITECTURAL SCOPE

ISSUE INFORMATION

Issued For: SF PLANNING APPLICATION

03.19.2025

No. Description Date: 03.19.2025

PLOT DATE: 12/18/2024

PROJECT NO: 2305

PHASE: PREPARED BY: EG

SCALE: As indicated

Sheet Title: EGRESS DIAGRAMS

Sheet No.: G040

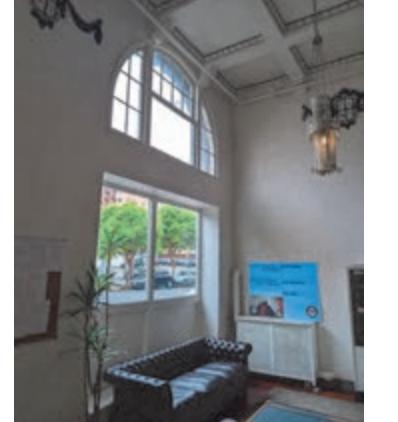
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LOBBY - MAILBOXES



LOBBY - FRONT DESK



LOBBY - STOREFRONT



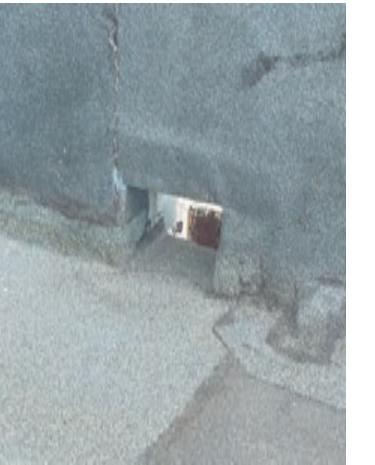
LOBBY - MAIN ENTRANCE



LOBBY - VIEW FROM FRONT DOOR



ROOF - FIRE WATER ASSEMBLY



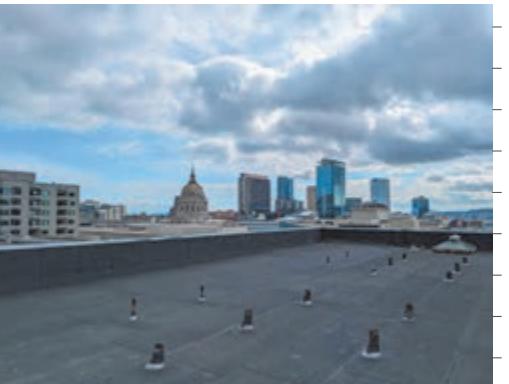
ROOF - EXISTING SCUPPER



ROOF - SKYLIGHT ABOVE STAIR AT ELM STREET



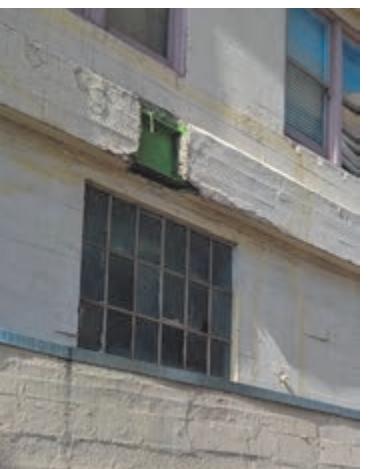
ROOF - VIEW TOWARD TURK STREET



ROOF - VIEW TOWARD ELM STREET



TYPICAL WINDOWS @ TURK STREET



TYPICAL STEEL WINDOW



TYPICAL WINDOW @ EAST / WEST FACADE



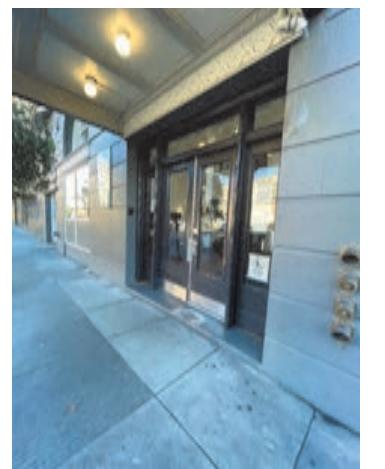
TOP FLOOR WINDOW



STOREFRONT WINDOW



TURK STREET - FIRE ESCAPE



TURK STREET - LOBBY MAIN ENTRANCE



ELM STREET - WEST



VIEW FROM ELM STREET



VIEW FROM TURK STREET



UNIT 618



UNIT 605



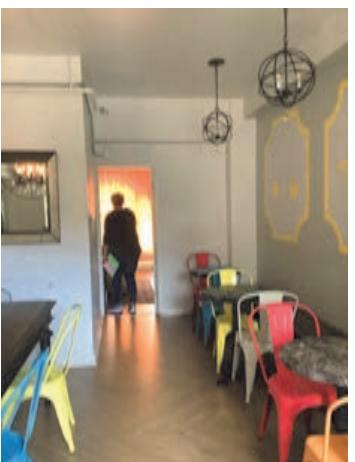
UNIT 617



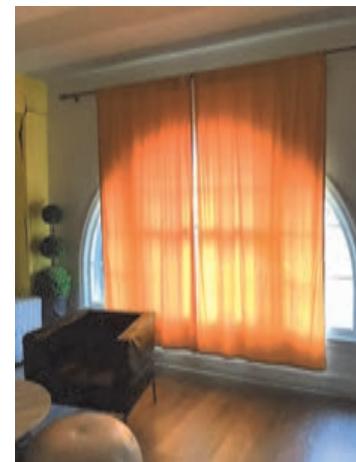
UNIT 617



PM 4:38 25/JUN/2021



COMMON SPACES - TV LOUNGE



COMMON SPACES - LOUNGE



COMMON SPACES - LOUNGE



COMMON SPACES - KITCHEN



PM 4:54 25/JUN/2021



GROUND FLOOR LAUNDRY ROOM



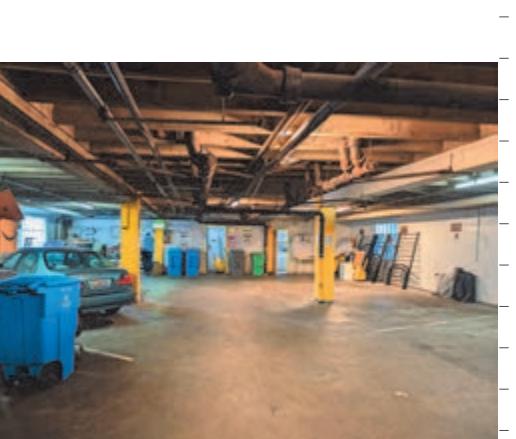
GROUND FLOOR LAUNDRY ROOM



GROUND FLOOR - FIRE WATER ASSEMBLY



GROUND FLOOR - BICYCLE RACK



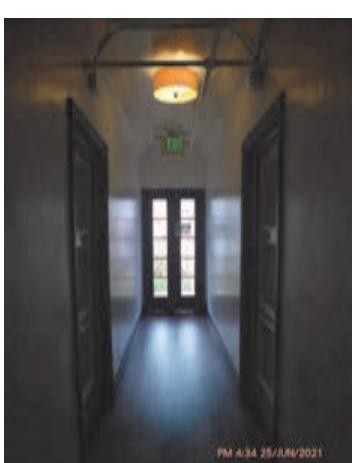
GROUND FLOOR - GARAGE



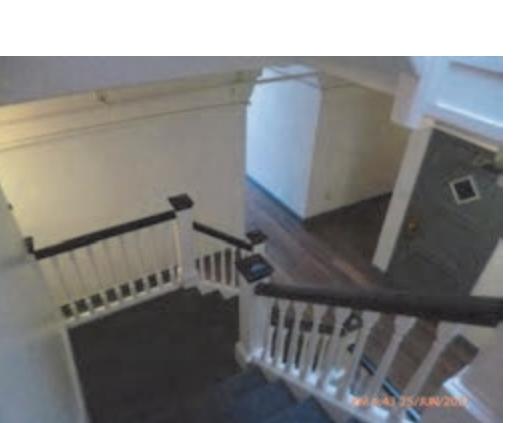
EGRESS STAIR AT ELM STREET



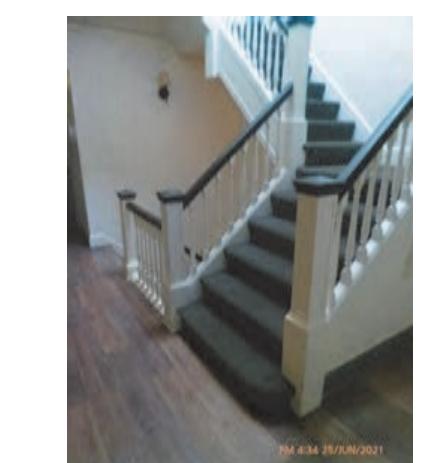
ELEVATOR



CORRIDOR - VIEW TOWARD TURK STREET



MAIN STAIR



MAIN STAIR

TITLE REPORT

THE TITLE REPORT USED IN THIS SURVEY WAS ISSUED BY CHICAGO TITLE COMPANY, TITLE ORDER NO. FWMN-3502701685-AL, DATED FEBRUARY 11, 2022 AT 7:30 AM, REFERRED TO HEREON AS THE "PDR".

TITLE TO SAID ESTATE IS VESTED IN:

VSF ASSOCIATES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

THE ESTATE OR INTEREST IN THE LAND IS:

A FE

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF TURK STREET, DISTANT SOUTH 80° 55' WEST 137.50 FEET FROM THE WESTERLY LINE OF FRANKLIN STREET, RUNNING THENCE SOUTH 80° 55' WEST ALONG THE SAID LINE OF TURK STREET 57.50 FEET, THENCE AT A RIGHT ANGLE SOUTH 80° 05' EAST 120 FEET TO THE NORTHERLY LINE OF ELM STREET, THENCE NORTH 80° 05' EAST ALONG THE SAID LINE OF ELM STREET 57.50 FEET, THENCE NORTH 80° 05' WEST 120 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF WESTERN ADDITION BLOCK NO. 135.

PARCEL I:

TOGETHER WITH AND AS AN APPURTENANCE THERETO, A PERPETUAL EASEMENT FOR LIGHT AND AIR, OVER AND ALONG THE REAL PROPERTY DESCRIBED AT A LEVEL ABOVE 15 FEET IN HEIGHT FROM THE LEVEL OF TURK STREET, A PRESENTLY CONSTITUED, AS PROVIDED FOR IN THE FINAL ORDER AND DECREE OF CONDOMINUM HABIT IN SUPERIOR COURT ACTION NO. 404493 ENTITLED, "STATE OF CALIFORNIA VS. FRED J. E. MEYER, ET AL.", A CERTIFIED COPY OF WHICH DECREE WAS RECORDED JULY 30, 1952, IN BOOK 5974, AT PAGE 102 OF OFFICIAL RECORDS, SERIES NO. 6660, TO WIT:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF TURK STREET, DISTANT THEREON 500 FEET WESTERLY FROM THE WESTERLY LINE OF FRANKLIN STREET, RUNNING THENCE WESTERLY ALONG THE SAID LINE OF TURK STREET 37 FEET 8 INCHES, THENCE AT A RIGHT ANGLE EASTERLY ALONG THE SAID LINE OF ELM STREET 37 FEET 8 INCHES, THENCE AT A RIGHT ANGLE NORTHERLY 120 FEET TO THE POINT OF BEGINNING.

BEING PART OF WESTERN ADDITION BLOCK NO. 135.

EXCEPTIONS

1. THE HERIN DESCRIBED PROPERTY LIES WITHIN THE BOUNDARIES OF A HELLO RIDS COMMUNITY FACILITIES DISTRICT ("CDP"), OTD NO. 90-1, FOR SCHOOL FACILITY REPAIR AND MAINTENANCE, DISCLOSED BY NOTICE OF SPECIAL TAX LIEN RECORDED JULY 5, 1990 IN BOOK F160, PAGE 1544 AND BY SUPPLEMENTAL NOTICE OF SPECIAL TAX LIEN RECORDED JULY 15, 1990, IN BOOK F165, PAGE 1 ET. SEQ., OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO (EXC. 5 - NOT PLATTABLE).

2. A NOTICE THAT SAID LAND IS INCLUDED WITHIN A PROJECT AREA OF THE REDEVELOPMENT AGENCY SHOWN BELOW, AND THAT PROCEEDINGS FOR THE REDEVELOPMENT OF SAID PROJECT HAVE BEEN INSTITUTED UNDER THE REDEVELOPMENT LAW (SUCH REDEVELOPMENT TO PROCEED ONLY AFTER THE ADOPTION OF THE REDEVELOPMENT PLAN) AS DISCLOSED BY A DOCUMENT, RECORDED DATE JULY 21, 1966, RECORDED NO. 117191, INSTRUMENT NO. 117191, IN THE OFFICE OF THE REDEVELOPMENT AGENCY, REDEVELOPMENT PROJECT AREA A-2, AND RECORDED AUGUST 24, 1976, BOOK C222, PAGE 102, OF OFFICIAL RECORDS, MODIFICATION OF SAID PLAN FILED IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO NOVEMBER 23, 1970, SERIES NO. 26283, OF OFFICIAL RECORDS, AND RECORDED AUGUST 24, 1976, BOOK C222, PAGE 223, OF OFFICIAL RECORDS, MODIFICATION OF SAID PLAN FILED IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO AUGUST 13, 1976 AS INSTRUMENT NO. 1462, OF OFFICIAL RECORDS, AND RECORDED AUGUST 24, 1976, BOOK C222, PAGE 86, OF OFFICIAL RECORDS, MODIFICATIONS OF SAID PLAN FILED IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO JANUARY 15, 1988 AS INSTRUMENT NO. 1171917, OF OFFICIAL RECORDS AND INSTRUMENT NO. 1171917, INSTRUMENT NO. 1171917, RECORDED JULY 2, 1992, INSTRUMENT NO. F237125, BOOK F747, PAGE 631, OF OFFICIAL RECORDS, MODIFICATION OF SAID PLAN RECORDED JULY 17, 1995, INSTRUMENT NO. F146202, BOOK G424, PAGE 152, OF OFFICIAL RECORDS (EXC. 6 - NOT PLATTABLE).

3. STATUTORY STATEMENT RE: REDEVELOPMENT, PURSUANT TO HEALTH AND SAFETY CODE SECTION 33333, RECORDED JULY 21, 1966, BOOK B68, PAGE 346, OF OFFICIAL RECORDS (EXC. 7 - NOT PLATTABLE).

4. COVENANTS, CONDITIONS AND RESTRICTIONS, AS SET FORTH IN THE DOCUMENT RECORDING DATE DECEMBER 13, 1996, RECORDING NO. BOOK B793, PAGE 216, OF OFFICIAL RECORDS, SAID COVENANTS, CONDITIONS AND RESTRICTIONS PROVE THAT A VIOLATION THEREOF SHALL NOT DEFECT THE LIEN OF ANY MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE (EXC. 8 - NOT PLATTABLE).

NOTES

1. DATE OF FIELD SURVEY: NOVEMBER 5, 2021, NOVEMBER 22, 2022 AND AUGUST 23, 2024
AS TO THE BOUNDARY AND TOPOGRAPHIC SURVEY OF THE SUBJECT PROPERTY.

2. THE UTILITIES SHOWN HEREON ARE BY SURFACE OBSERVATION AND RECORD INFORMATION ONLY AND NO WARRANTY IS GIVEN HEREON AS TO THEIR EXACT LOCATION. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND/OR CONTRACTOR TO VERIFY THE EXACT LOCATION OF THE APPROPRIATE UTILITY COMPANY OR AGENCY.

3. UTILITY JURISDICTIONS / PROVIDERS ARE AS FOLLOWS:
STORM DRAINS: CITY AND COUNTY OF SAN FRANCISCO
SEWER: CITY AND COUNTY OF SAN FRANCISCO
WATER: CITY AND COUNTY OF SAN FRANCISCO
ELECTRICITY: PACIFIC GAS & ELECTRIC COMPANY
NATURAL GAS: PACIFIC GAS & ELECTRIC COMPANY

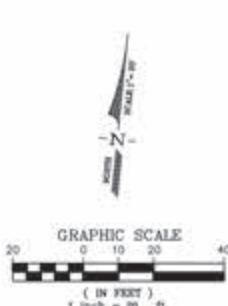
4. THERE ARE NO CEMETERIES ON OR WITHIN 100 FEET OF THE SUBJECT PROPERTY.

5. THE SURVEYED PROPERTY IS THE SAME PROPERTY DESCRIBED IN THE TITLE REPORT.

6. THERE ARE NO WETLAND AREAS IN THE SUBJECT PROPERTY.

7. THERE IS NO EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, DUMP OR SANITARY LANDFILL.

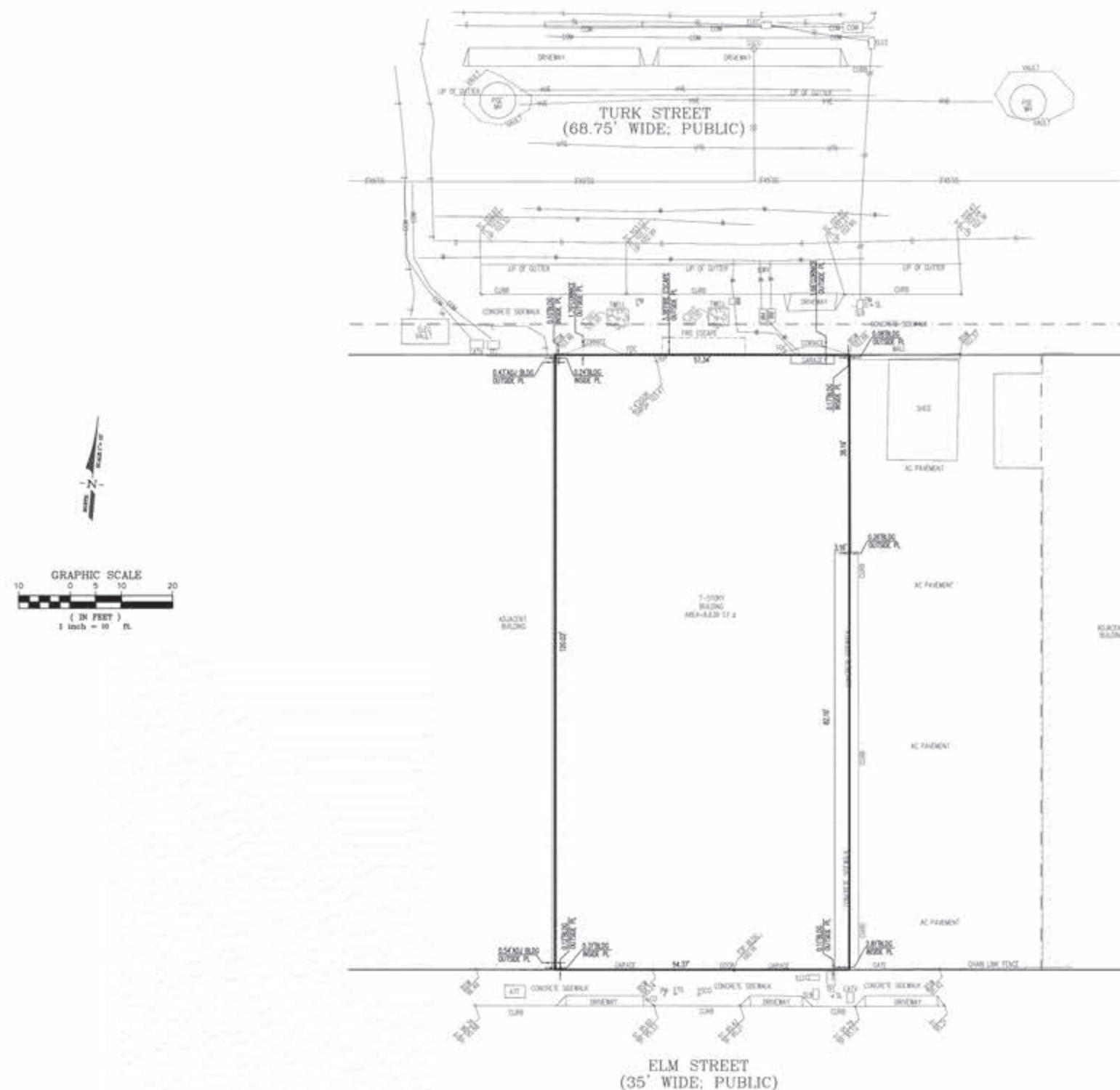
8. ALL DISTANCES AND DIMENSIONS WITHIN THIS DRAWING ARE BASED ON THE U.S. SURVEY FOOT AND DECIMALS THEREOF.



LEGEND	
SMBOLS	
—	BOUNDARY - SUBJECT PROPERTY
- - -	RIGHT-OF-WAY LINE
- - -	ADJACENT PROPERTY LINE
- - -	TE LINE
- - -	MONUMENT LINE
-	CASEMENT LINE
-	SQUARE FEET
-	MORE OR LESS
-	ASSESSOR'S PARCEL NUMBER
-	RIGHT OF WAY
-	CORNER
-	STORY
-	MARK
-	ASSESSOR'S PARCEL NUMBER
-	PRELIMINARY TITLE REPORT
-	TOTAL
(T)	DOCUMENT NUMBER
(T)	MONUMENT TO MONUMENT
(M)	MEASURED
(R)	RECORD DISTANCE

5.05' MEAS. (6.05'(1))	MK. FACE CONC. WALL 0.5' UP
6.00' MEAS. (6.07'(1))	MK. COR. CONC. 0.5' UP 4-STY CONC.
5.06' MEAS. (5.66'(1))	5.78' MEAS. (5.78'(1))
6.00' MEAS. (6.07'(1))	56.75'
6.00' MEAS. (6.07'(1))	MK. COR. BRK. 2.0' UP AT EAST SIDE OF VAN NESS AVE.

TURK STREET (68.75' WIDE, PUBLIC)	N80°55'00"E 57.50'	PARCEL I (PTR) VSF ASSOCIATES, LLC NO. ONE 2018-K673623 APN 0761-016A	STATE OF CALIFORNIA 5871 OR 520 5948 OR 3 APN 0761-001
ASSESSOR'S BLOCK NO. 0761 WESTERN ADDITION BLOCK 135	S09°55'00"E 120.00'	PARCEL II (PTR) APN 0761-001 APN 0761-002 APN 0761-003 APN 0761-004 APN 0761-005 APN 0761-006 APN 0761-007 APN 0761-008 APN 0761-009 APN 0761-010 APN 0761-011 APN 0761-012 APN 0761-013 APN 0761-014 APN 0761-015 APN 0761-016 APN 0761-017 APN 0761-018 APN 0761-019 APN 0761-020 APN 0761-021 APN 0761-022 APN 0761-023 APN 0761-024 APN 0761-025 APN 0761-026 APN 0761-027 APN 0761-028 APN 0761-029 APN 0761-030 APN 0761-031 APN 0761-032 APN 0761-033 APN 0761-034 APN 0761-035 APN 0761-036 APN 0761-037 APN 0761-038 APN 0761-039 APN 0761-040 APN 0761-041 APN 0761-042 APN 0761-043 APN 0761-044 APN 0761-045 APN 0761-046 APN 0761-047 APN 0761-048 APN 0761-049 APN 0761-050 APN 0761-051 APN 0761-052 APN 0761-053 APN 0761-054 APN 0761-055 APN 0761-056 APN 0761-057 APN 0761-058 APN 0761-059 APN 0761-060 APN 0761-061 APN 0761-062 APN 0761-063 APN 0761-064 APN 0761-065 APN 0761-066 APN 0761-067 APN 0761-068 APN 0761-069 APN 0761-070 APN 0761-071 APN 0761-072 APN 0761-073 APN 0761-074 APN 0761-075 APN 0761-076 APN 0761-077 APN 0761-078 APN 0761-079 APN 0761-080 APN 0761-081 APN 0761-082 APN 0761-083 APN 0761-084 APN 0761-085 APN 0761-086 APN 0761-087 APN 0761-088 APN 0761-089 APN 0761-090 APN 0761-091 APN 0761-092 APN 0761-093 APN 0761-094 APN 0761-095 APN 0761-096 APN 0761-097 APN 0761-098 APN 0761-099 APN 0761-100 APN 0761-101 APN 0761-102 APN 0761-103 APN 0761-104 APN 0761-105 APN 0761-106 APN 0761-107 APN 0761-108 APN 0761-109 APN 0761-110 APN 0761-111 APN 0761-112 APN 0761-113 APN 0761-114 APN 0761-115 APN 0761-116 APN 0761-117 APN 0761-118 APN 0761-119 APN 0761-120 APN 0761-121 APN 0761-122 APN 0761-123 APN 0761-124 APN 0761-125 APN 0761-126 APN 0761-127 APN 0761-128 APN 0761-129 APN 0761-130 APN 0761-131 APN 0761-132 APN 0761-133 APN 0761-134 APN 0761-135 APN 0761-136 APN 0761-137 APN 0761-138 APN 0761-139 APN 0761-140 APN 0761-141 APN 0761-142 APN 0761-143 APN 0761-144 APN 0761-145 APN 0761-146 APN 0761-147 APN 0761-148 APN 0761-149 APN 0761-150 APN 0761-151 APN 0761-152 APN 0761-153 APN 0761-154 APN 0761-155 APN 0761-156 APN 0761-157 APN 0761-158 APN 0761-159 APN 0761-160 APN 0761-161 APN 0761-162 APN 0761-163 APN 0761-164 APN 0761-165 APN 0761-166 APN 0761-167 APN 0761-168 APN 0761-169 APN 0761-170 APN 0761-171 APN 0761-172 APN 0761-173 APN 0761-174 APN 0761-175 APN 0761-176 APN 0761-177 APN 0761-178 APN 0761-179 APN 0761-180 APN 0761-181 APN 0761-182 APN 0761-183 APN 0761-184 APN 0761-185 APN 0761-186 APN 0761-187 APN 0761-188 APN 0761-189 APN 0761-190 APN 0761-191 APN 0761-192 APN 0761-193 APN 0761-194 APN 0761-195 APN 0761-196 APN 0761-197 APN 0761-198 APN 0761-199 APN 0761-200 APN 0761-201 APN 0761-202 APN 0761-203 APN 0761-204 APN 0761-205 APN 0761-206 APN 0761-207 APN 0761-208 APN 0761-209 APN 0761-210 APN 0761-211 APN 0761-212 APN 0761-213 APN 0761-214 APN 0761-215 APN 0761-216 APN 0761-217 APN 0761-218 APN 0761-219 APN 0761-220 APN 0761-221 APN 0761-222 APN 0761-223 APN 0761-224 APN 0761-225 APN 0761-226 APN 0761-227 APN 0761-228 APN 0761-229 APN 0761-230 APN 0761-231 APN 0761-232 APN 0761-233 APN 0761-234 APN 0761-235 APN 0761-236 APN 0761-237 APN 0761-238 APN 0761-239 APN 0761-240 APN 0761-241 APN 0761-242<br	



ALTA/NSPS
LAND TITLE SURVEY

OF
835 TURK STREET
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA
AUGUST 2024
PREPARED BY
LUK AND ASSOCIATES
CIVIL ENGINEER - LAND PLANNERS - LAND SURVEYORS
738 ALFRED NOBEL DRIVE
HERCULES, CALIFORNIA 94547
(510) 724-3388

SHEET NOTES:

1. REGRADING AT (N) EXITS AS REQUIRED
2. TEXT HERE.

ITE PLAN LEGEND:

Legend for property line symbols:

- PROPERTY LINE**: Represented by a dashed line.
- EXISTING**: Represented by a solid line.
- NEW**: Represented by a thick solid line.
- AREA NOT IN ARCHITECTURAL SCOPE**: Represented by a hatched pattern.
- EXISTING TREE**: Represented by a circle with a tree icon.
- PROJECT BASEPOINT**: Represented by a circle with a compass icon.

SDP

1000 BROADWAY
SUITE 202
SAN FRANCISCO, CA 94103
415.956.1000
77.0991
77.0992
dasullivan.com

nature:



Page 10

835 TURK STREET

ISSUE INFORMATION

Issued For:
SF PLANNING APPLICATION
03.19.2025

No.	Description	Date:
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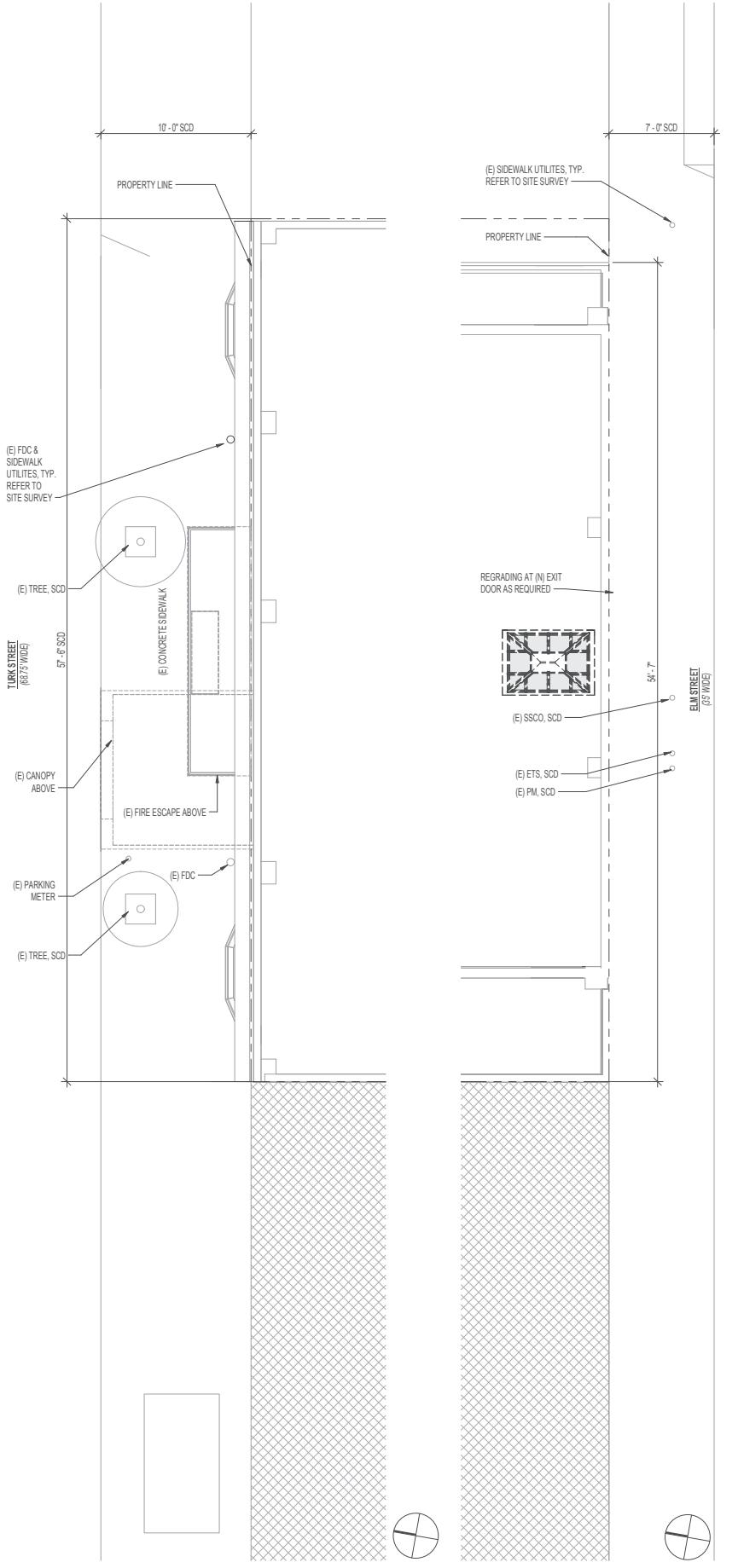
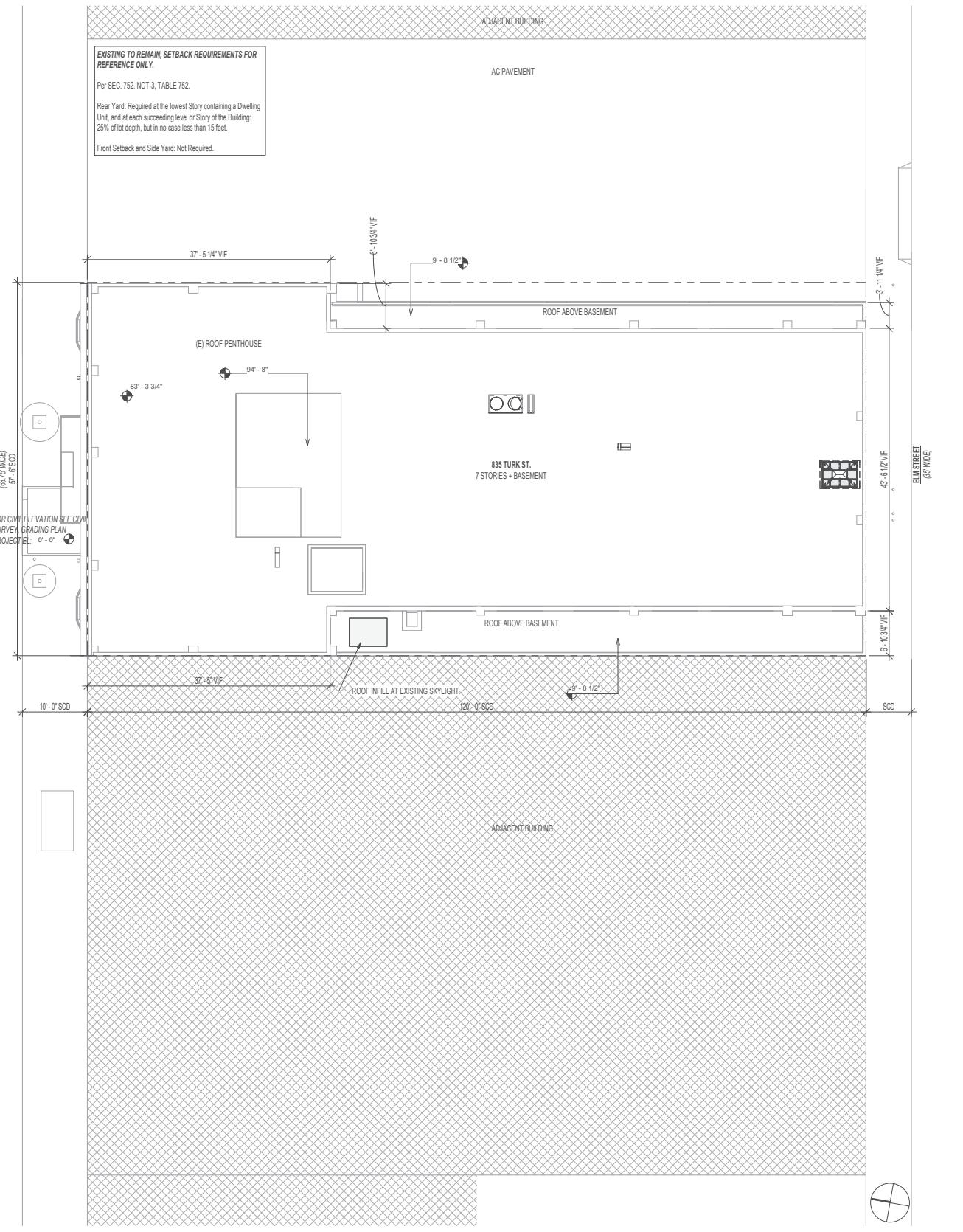
PLOT DATE: 12/18/2024
PROJECT NO: 2305
PHASE:
PREPARED BY: EG
SCALE: As indicated
Sheet Title:

SITE PLAN

A 1

- A 100

— [REDACTED]



1 SITE PLAN
A100 SCALE: 1/8" = 1'-0"

2 SITE PLAN PROPOSED - SIDEWALK- TURK STREET
A100 SCALE: 1/4" = 1'-0"

3 SITE PLAN PROPOSED - SIDEWALK- ELM STREET
A100 SCALE: 1/4" = 1'-0"

835 TURK STREET

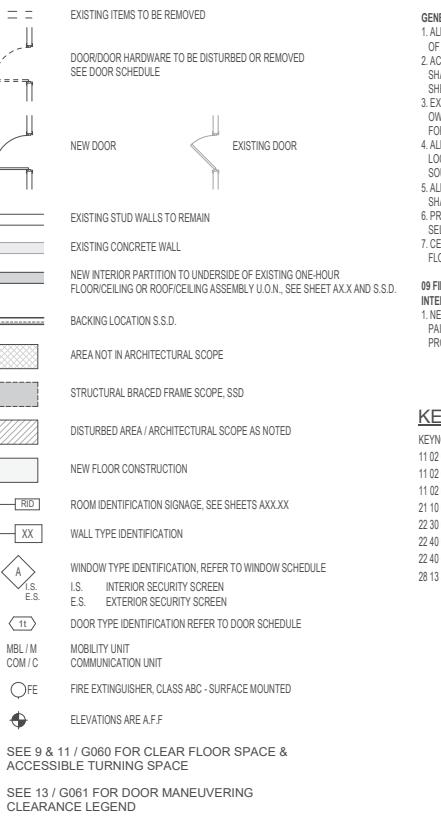
ISSUE INFORMATION
Issued For:
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03.19.2025

No. Description Date: 03.19.2025

PLOT DATE: 12/18/2024
PROJECT NO: 2305
PHASE: PREPARED BY: EG
SCALE: As indicated
Sheet Title: BASEMENT & GROUND FLOOR PLANS - PROPOSED & REMOVAL
Sheet No.: A110

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FLOOR PLAN LEGEND:



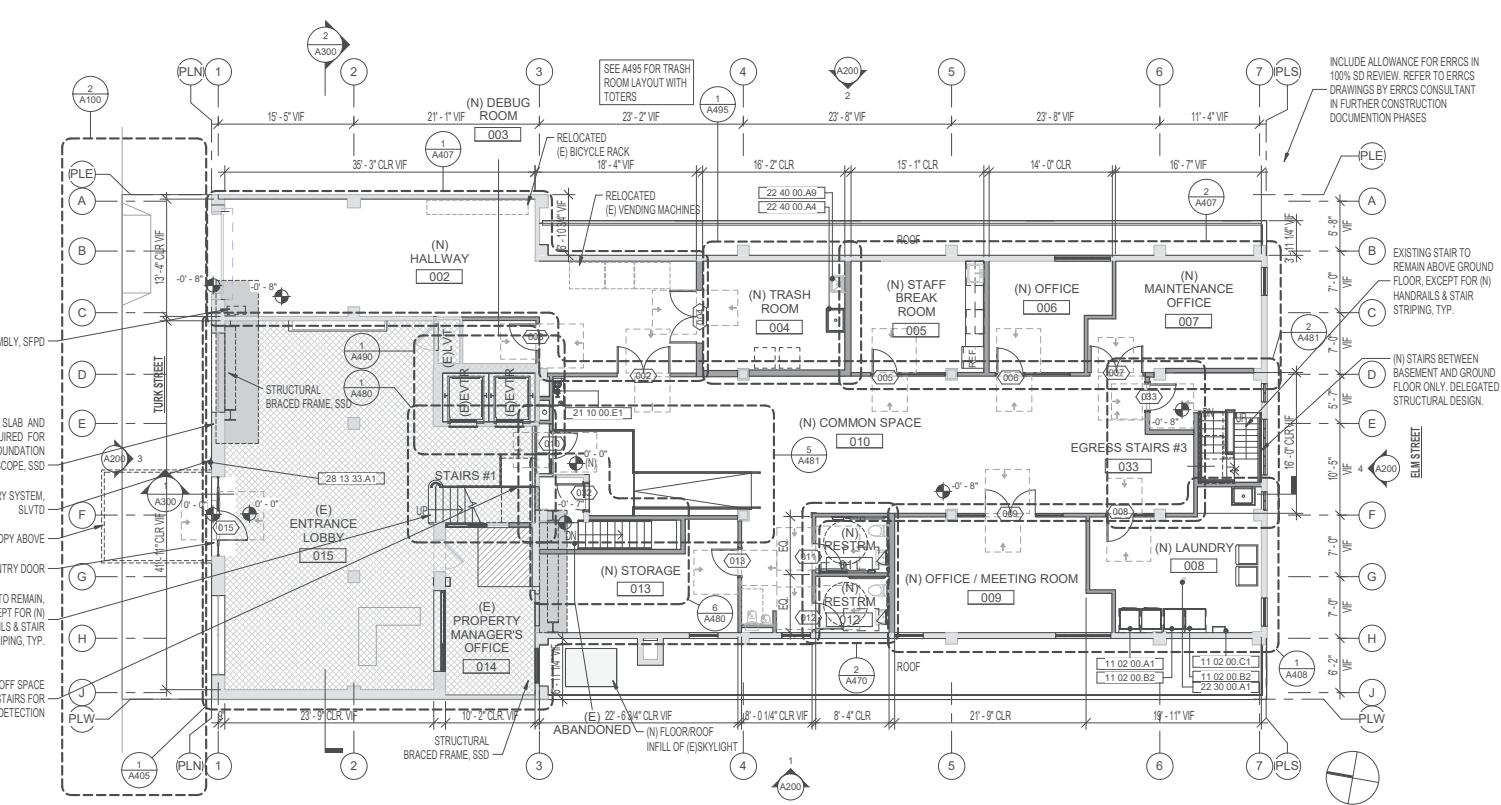
BUILDING PLAN SHEET NOTES:

GENERAL NOTES:
1. ALL DIMENSIONS ARE TO FACE OF FINISH U.O.N. ALIGN FACE OF FINISH TO EXISTING FACE OF FINISH WHERE SUCH FRAMING CONDITIONS OCCUR.
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7. CEILING REMOVAL AS REQUIRED FOR INSTALLATION OF STRUCTURAL TIES, TYPICAL AT ALL FLOORS AT PERIMETER WALLS, SSD

09 FINISHES
INTERIOR FINISHES.
1. NEW INTERIOR FINISHES INCLUDING, BUT NOT LIMITED TO, FLOORING, WALL BASE, PAINTING WITH PATCH AND REPAIR AT WALLS, CEILINGS, AND TRIM CONDITIONS SEE PRODUCT SELECTIONS.

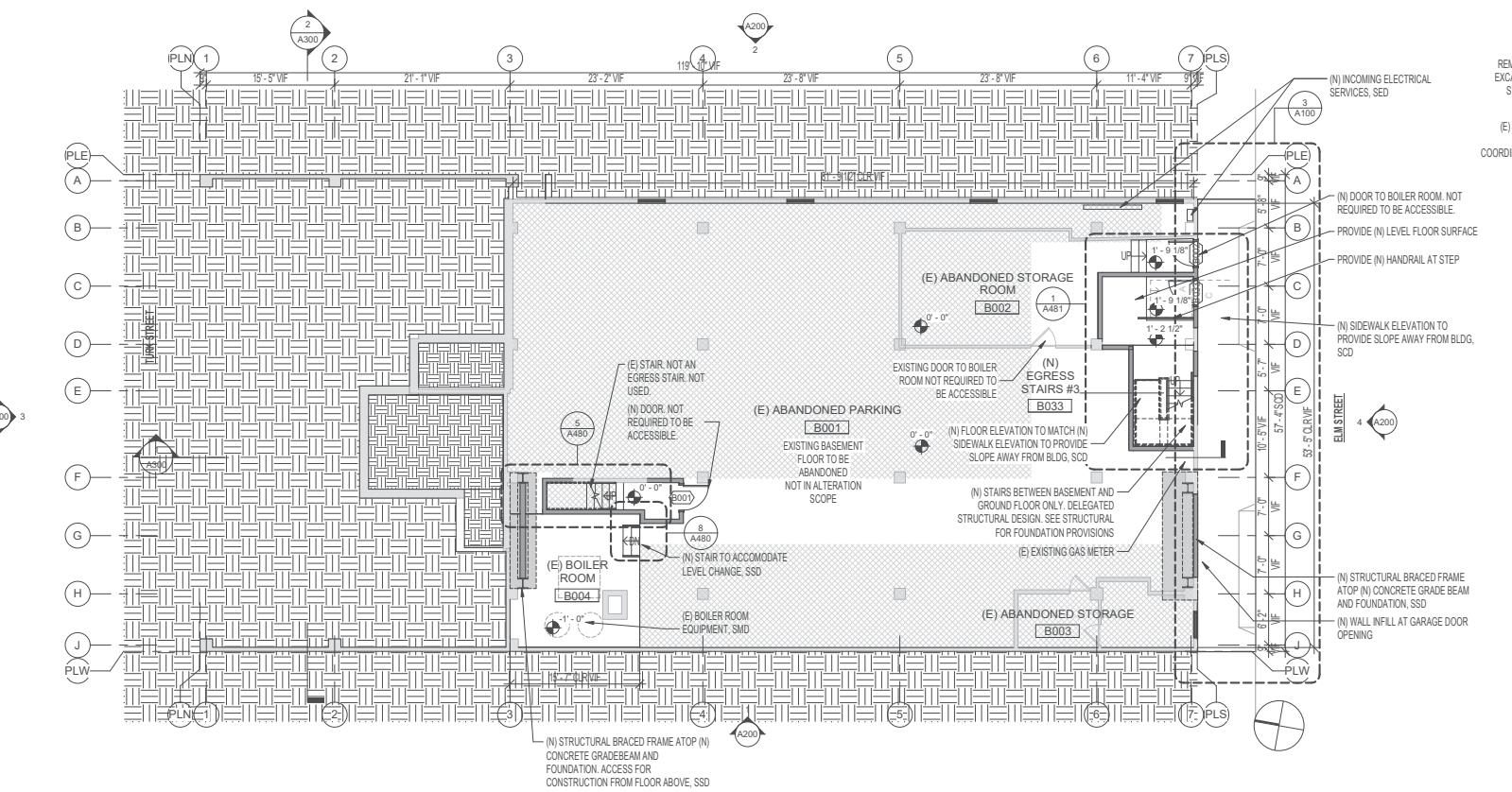
KEYNOTES:

KEYNOTE	ITEM
11 02 00.41	STACKING WASHER AND DRYER
11 02 00.82	DRYER
11 02 00.91	CHANGE DISPENSER, N.I.C.
21 10 00.11	STANDPIPE W/ FIRE HOSE CONNECTION
22 30 00.41	FLOOR DRAIN, S.P.D.
22 40 00.44	MOP SINK
22 40 00.49	ACCESSIBLE UTILITY SINK W/ INTEGRAL EYE-WASH COMBO, S.P.D.
28 13 33.41	ENTRY SYSTEM



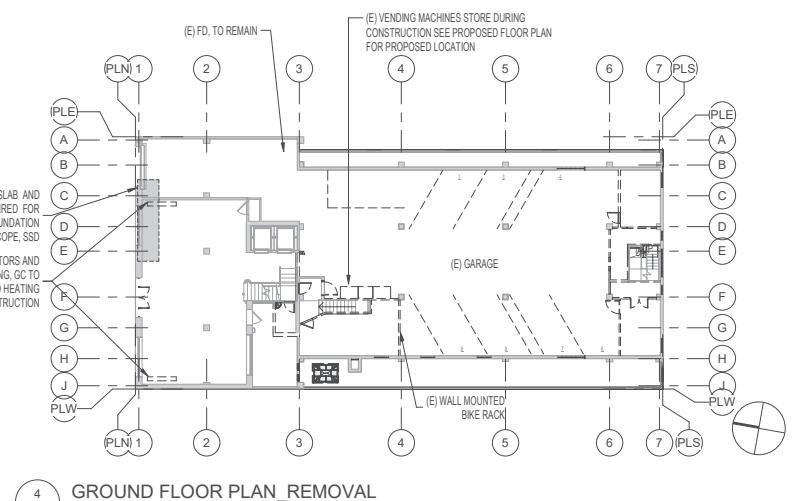
2 GROUND FLOOR PLAN - PROPOSED

A110 SCALE: 1/8" = 1'-0"



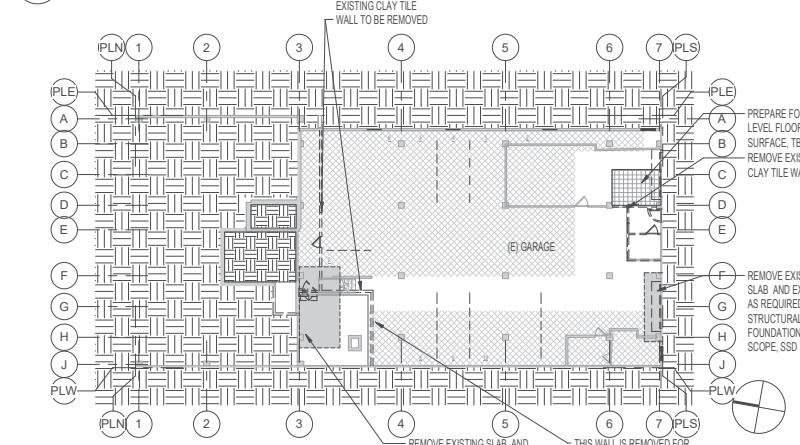
1 BASEMENT FLOOR PLAN - PROPOSED

A110 SCALE: 1/8" = 1'-0"



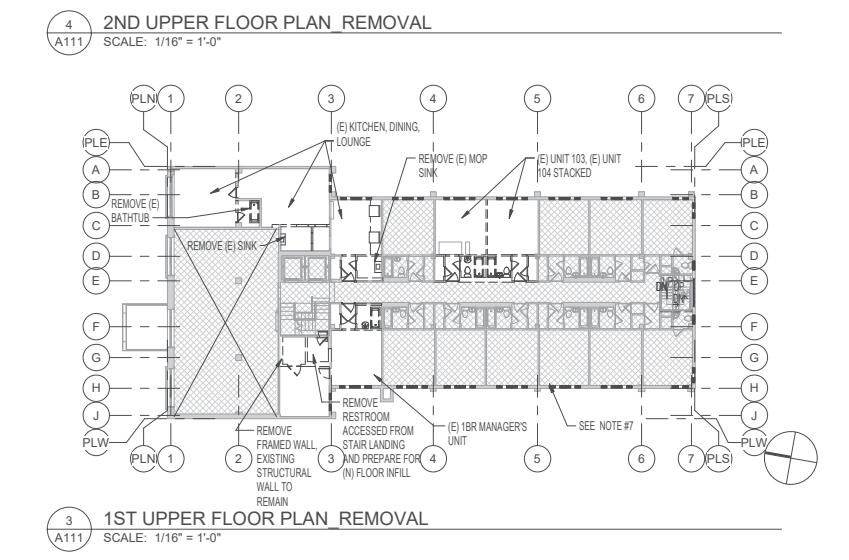
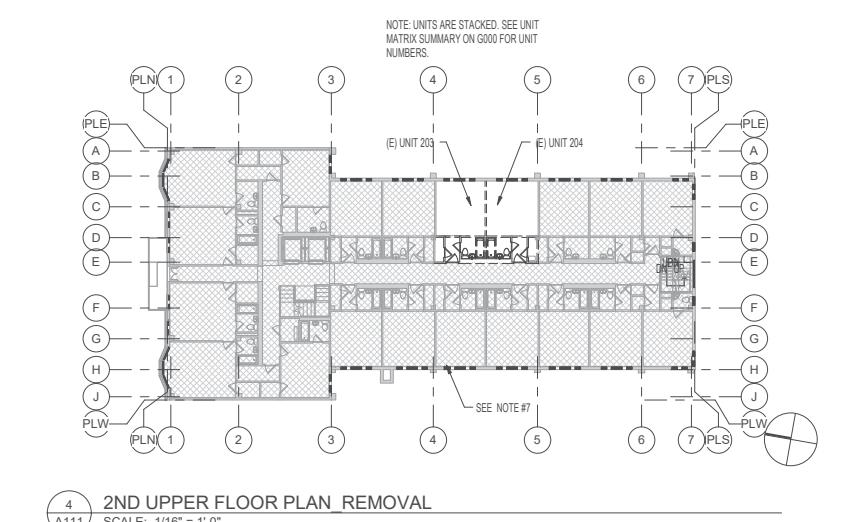
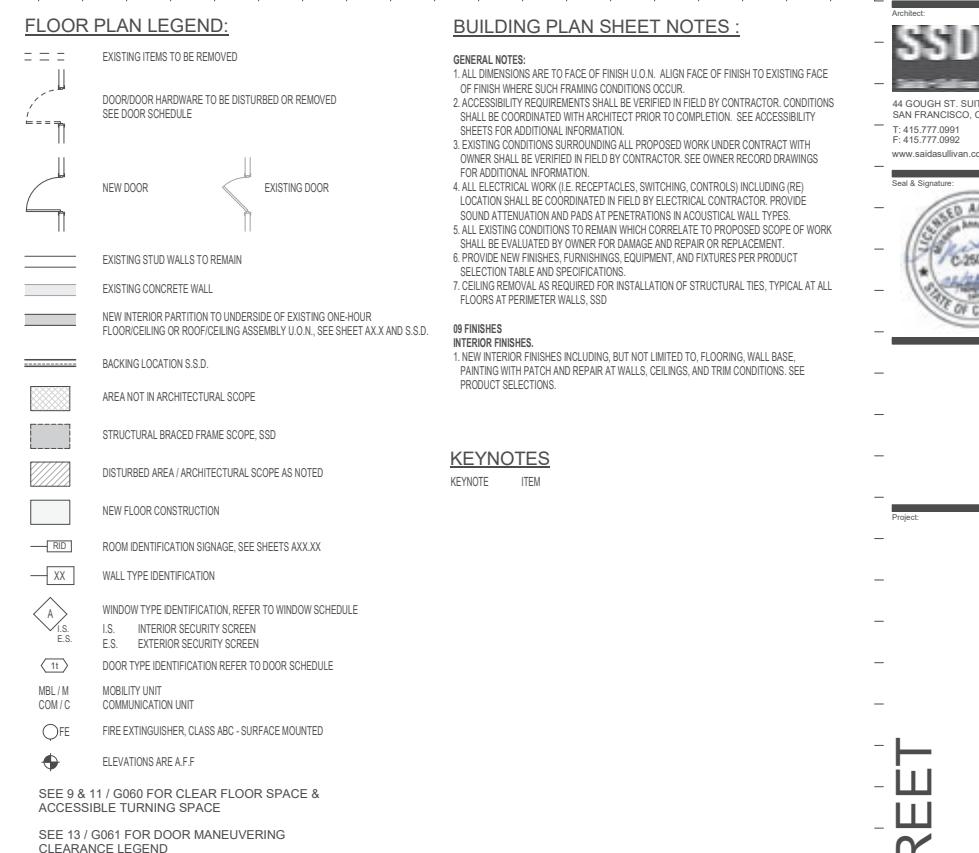
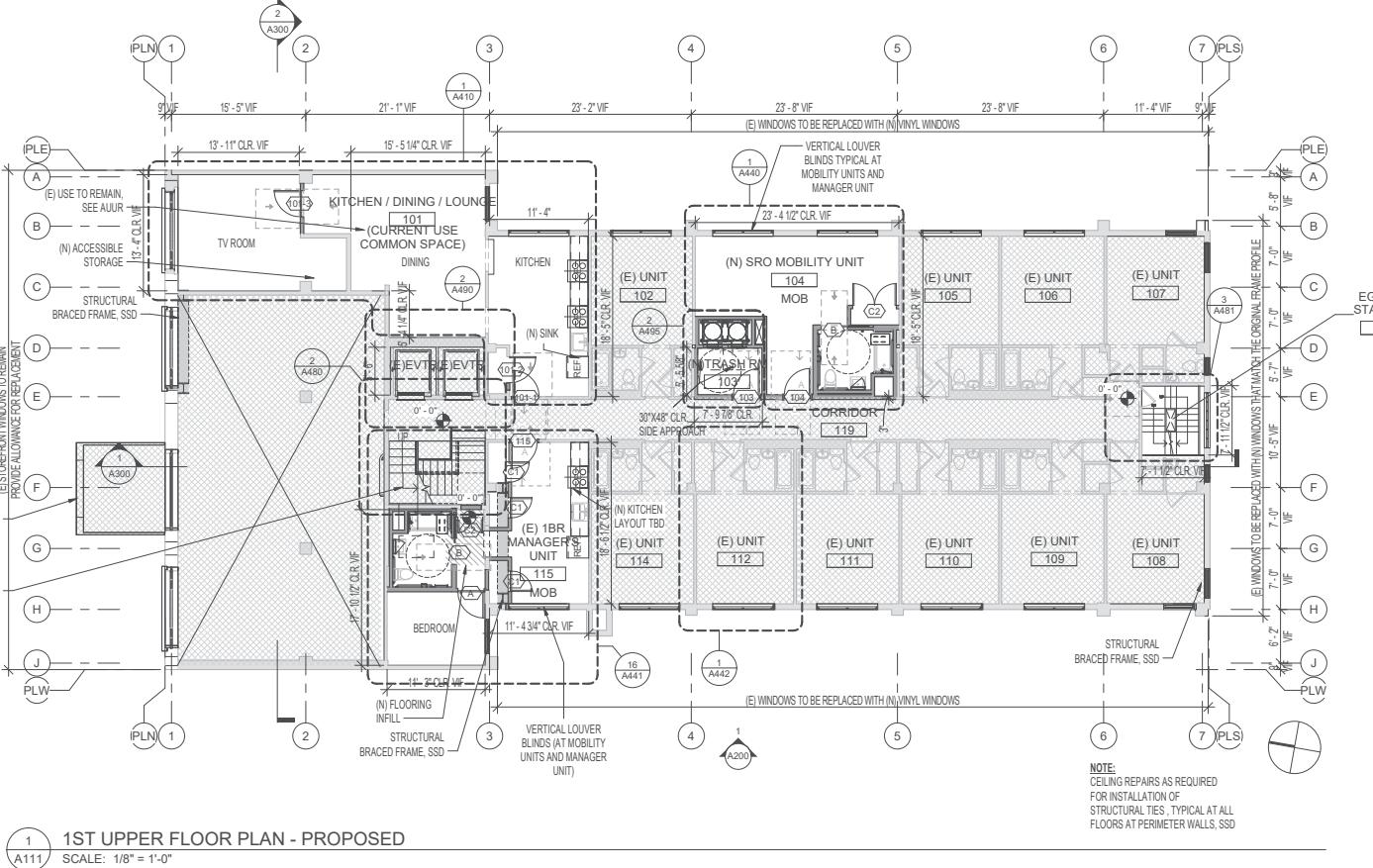
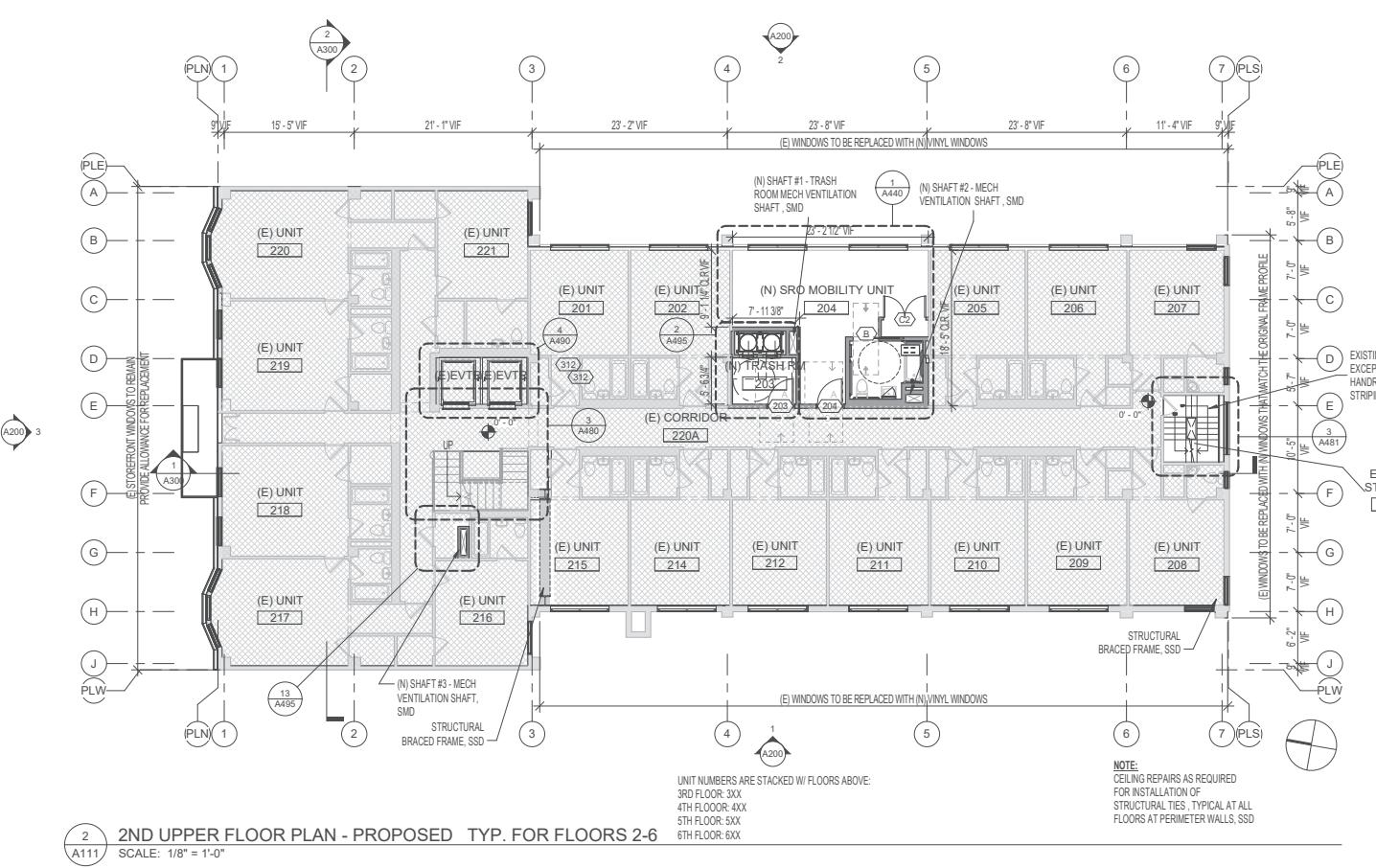
4 GROUND FLOOR PLAN REMOVAL

A110 SCALE: 1/16" = 1'-0"



3 BASEMENT FLOOR PLAN REMOVAL

A110 SCALE: 1/16" = 1'-0"



835 TURK STREET

A111



835 TURK STREET

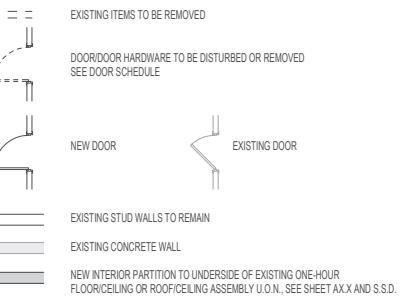
BUILDING PLAN SHEET NOTES :

GENERAL NOTES:

- ALL DIMENSIONS ARE TO FACE OF FINISH U.O.N. ALIGN FACE OF FINISH TO EXISTING FACE OF FINISH WHERE SUCH FRAMING CONDITIONS OCCUR.
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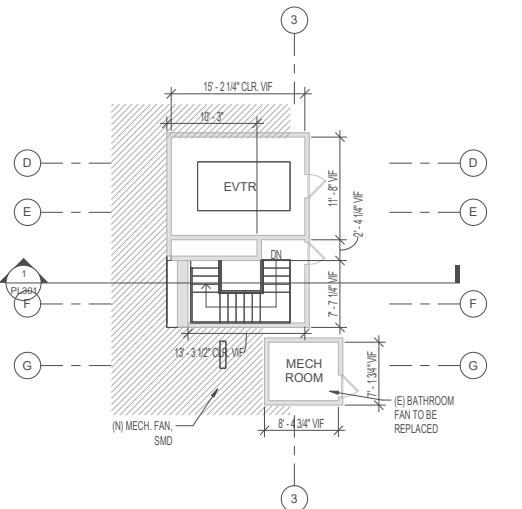
09 FINISHES.
1. NEW INTERIOR FINISHES INCLUDING, BUT NOT LIMITED TO, FLOORING, WALL BASE, PAINTING WITH PATCH AND REPAIR AT WALLS, CEILINGS, AND TRIM CONDITIONS SEE PRODUCT SELECTIONS.

FLOOR PLAN LEGEND:



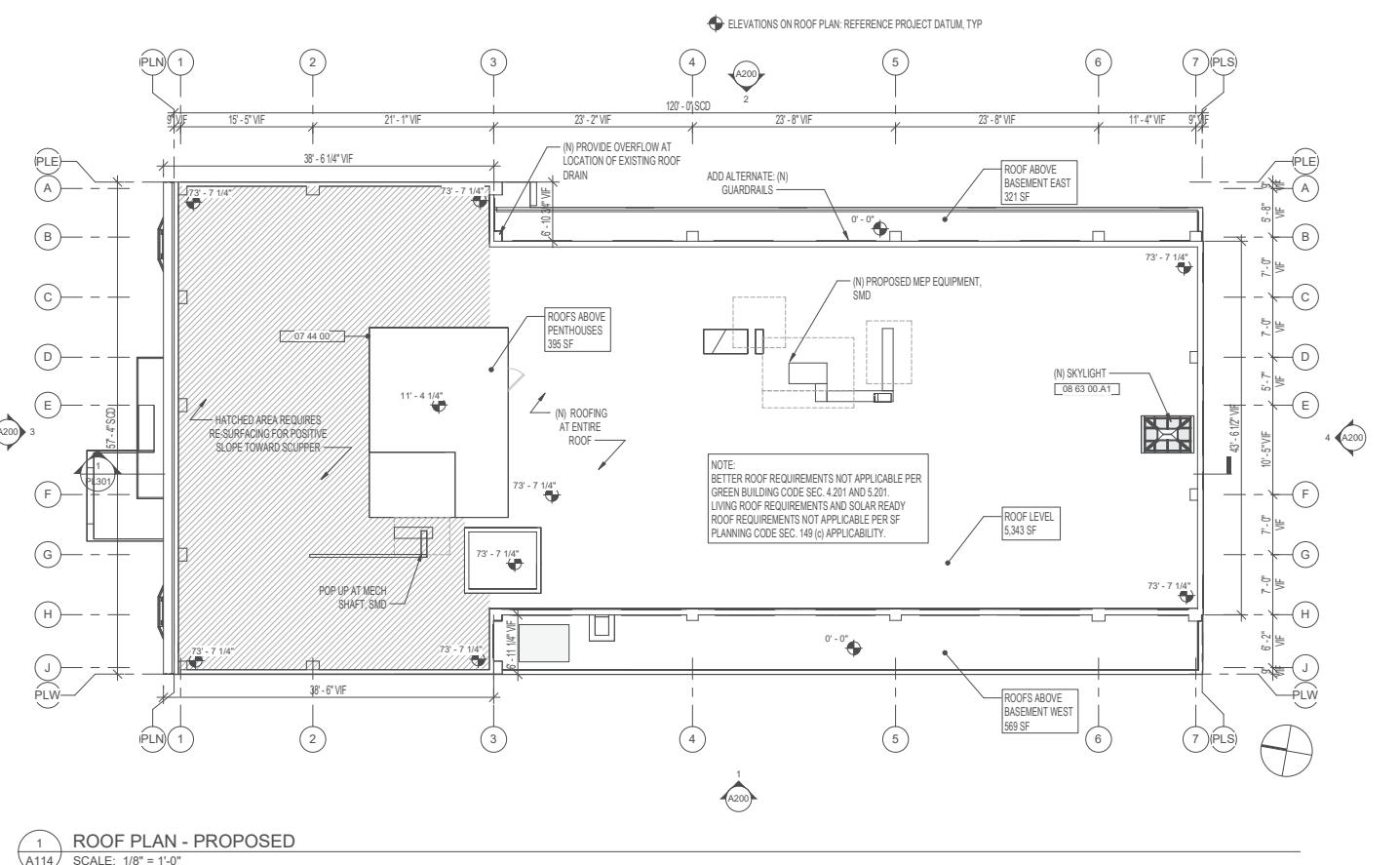
KEYNOTES

KEYNOTE ITEM
07 44 00 FIBER CEMENT SIDING
08 63 00 A1 METAL-FRAMED SKYLIGHT



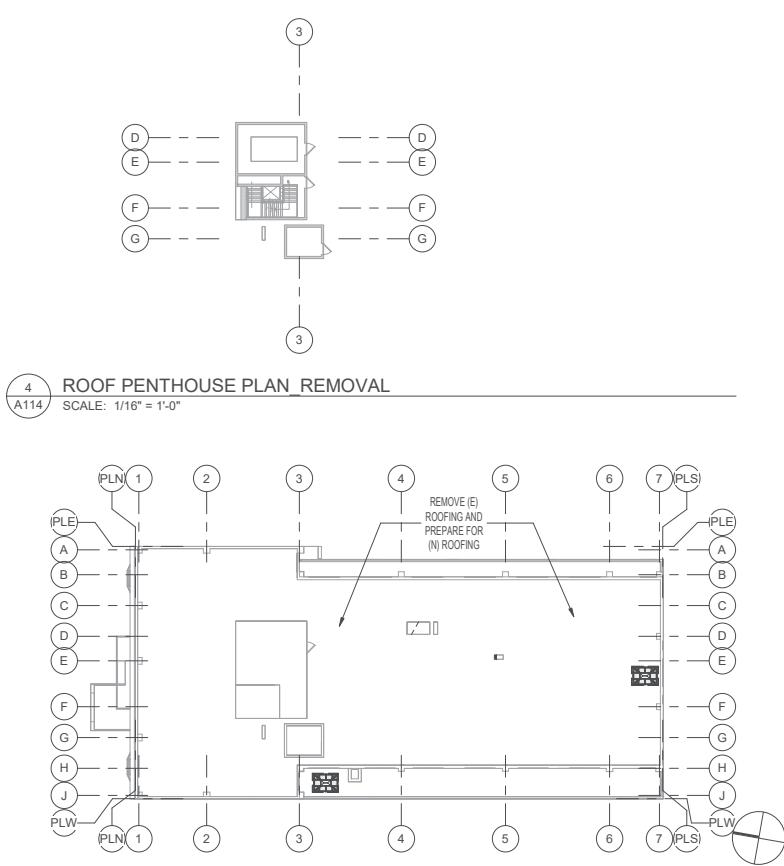
2 ROOF PENTHOUSE PLAN - PROPOSED

SCALE: 1/8" = 1'-0"



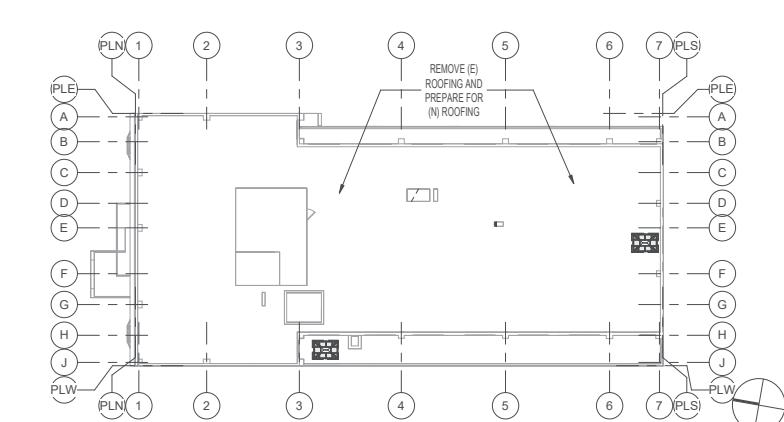
3 ROOF PLAN REMOVAL

SCALE: 1/16" = 1'-0"



4 ROOF PENTHOUSE PLAN REMOVAL

SCALE: 1/16" = 1'-0"



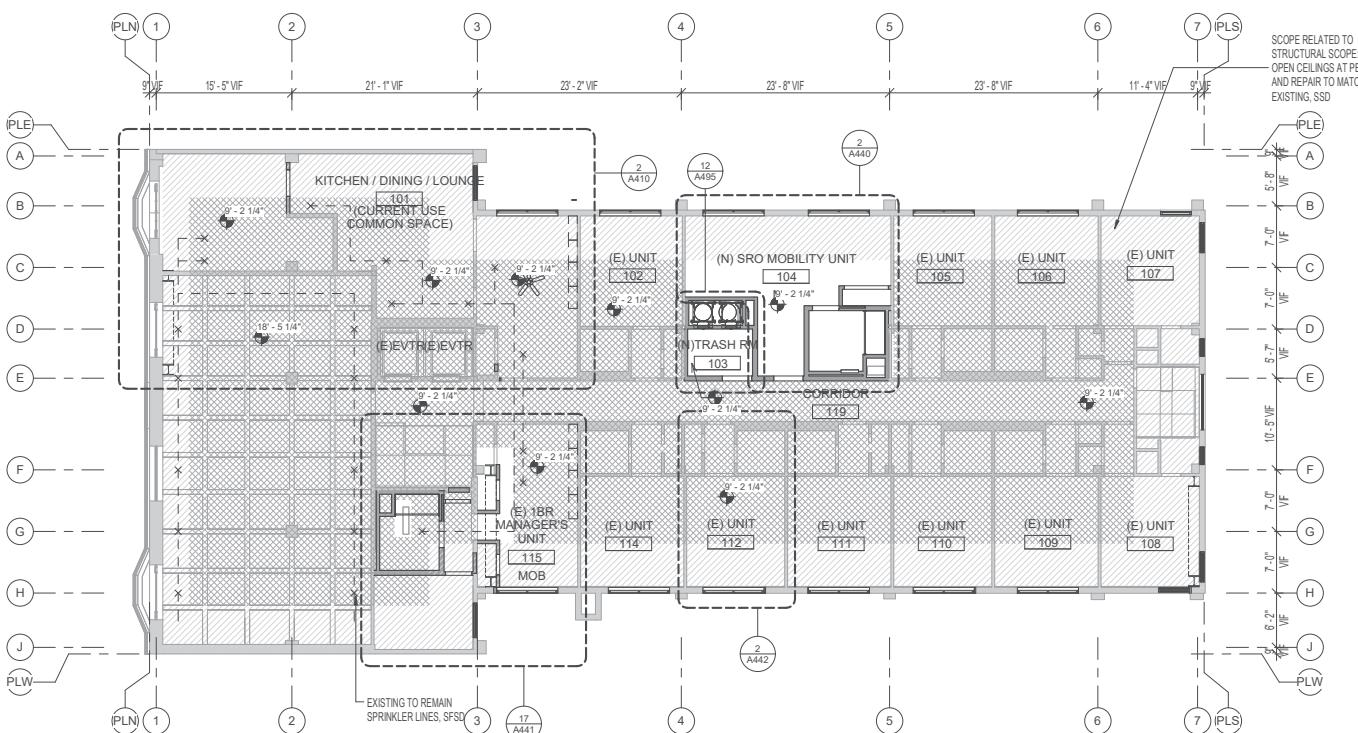
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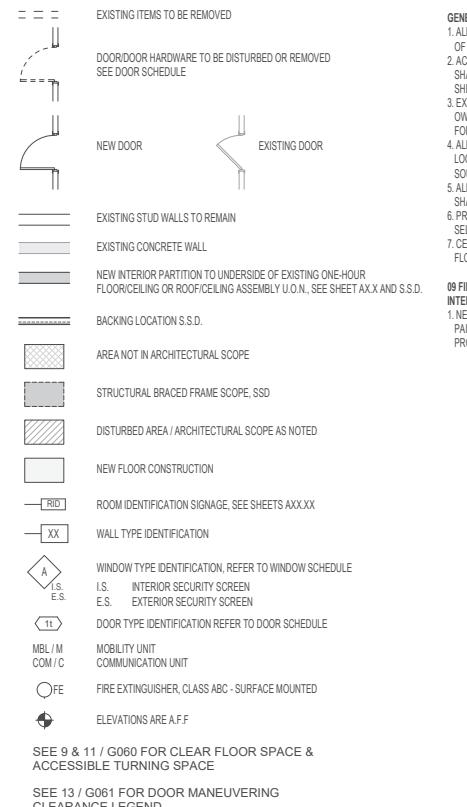
PLOT DATE: 12/18/2024
 PROJECT NO: 2305
 PHASE: PREPARED BY: EG
 SCALE: As indicated
 Sheet Title:
 ROOF PLAN - PROPOSED & REMOVAL

Sheet No.:



1 1ST-UPPER FLOOR RCP
A170 SCALE: 1/8" = 1'-0"

FLOOR PLAN LEGEND:



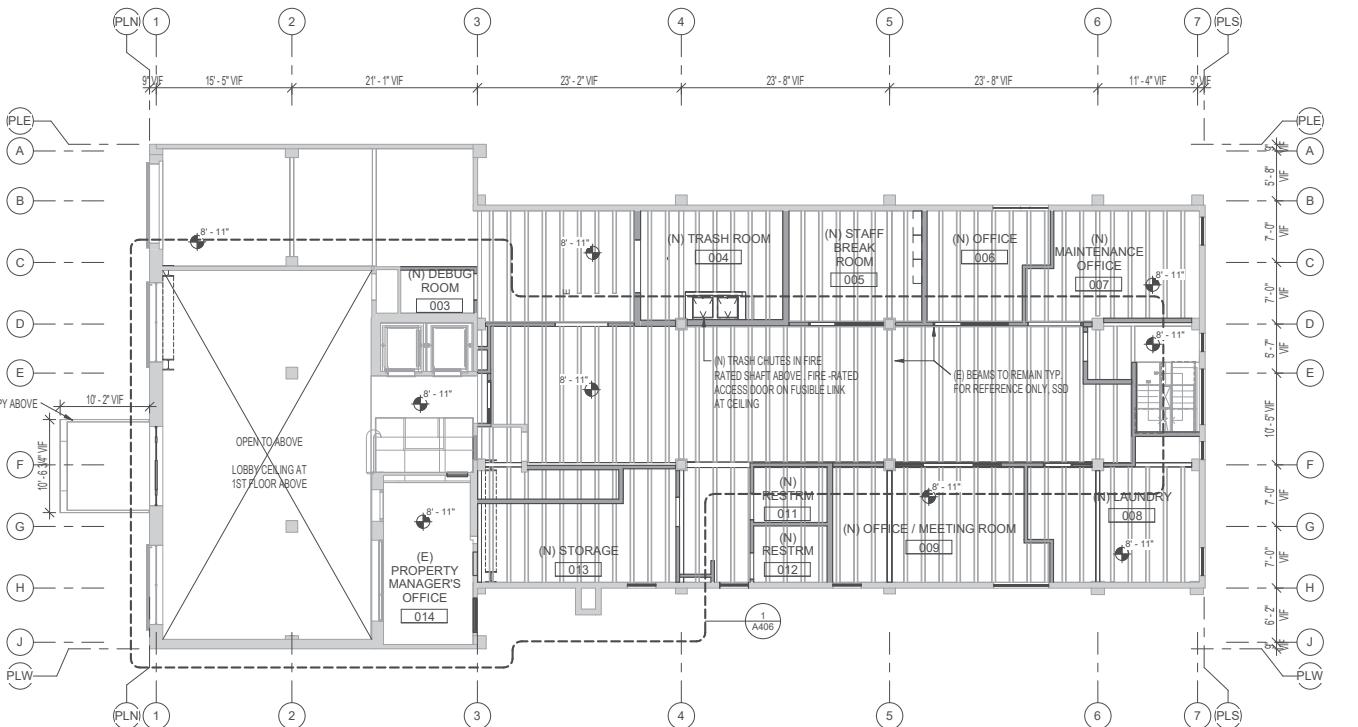
BUILDING PLAN SHEET NOTES :

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04 FINISHES
INTERIOR FINISHES.
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835 TURK STREET



2 GROUND FLOOR RCP
A170 SCALE: 1/8" = 1'-0"

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No. Description Date
1 SF Planning 03.19.2025

PLOT DATE: 12/18/2024
PROJECT NO: 2305
PHASE: EG
PREPARED BY:
SCALE: As indicated
Sheet Title: GROUND & 1ST FLOOR
RCPS - PROPOSED & REMOVAL

Sheet No.:

A170

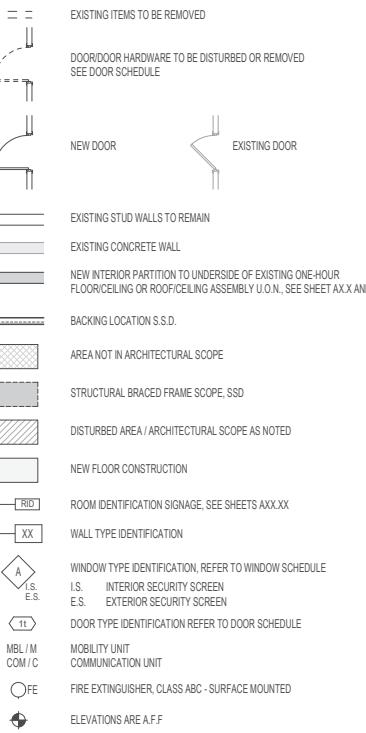
BUILDING PLAN SHEET NOTES :

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04 FINISHES

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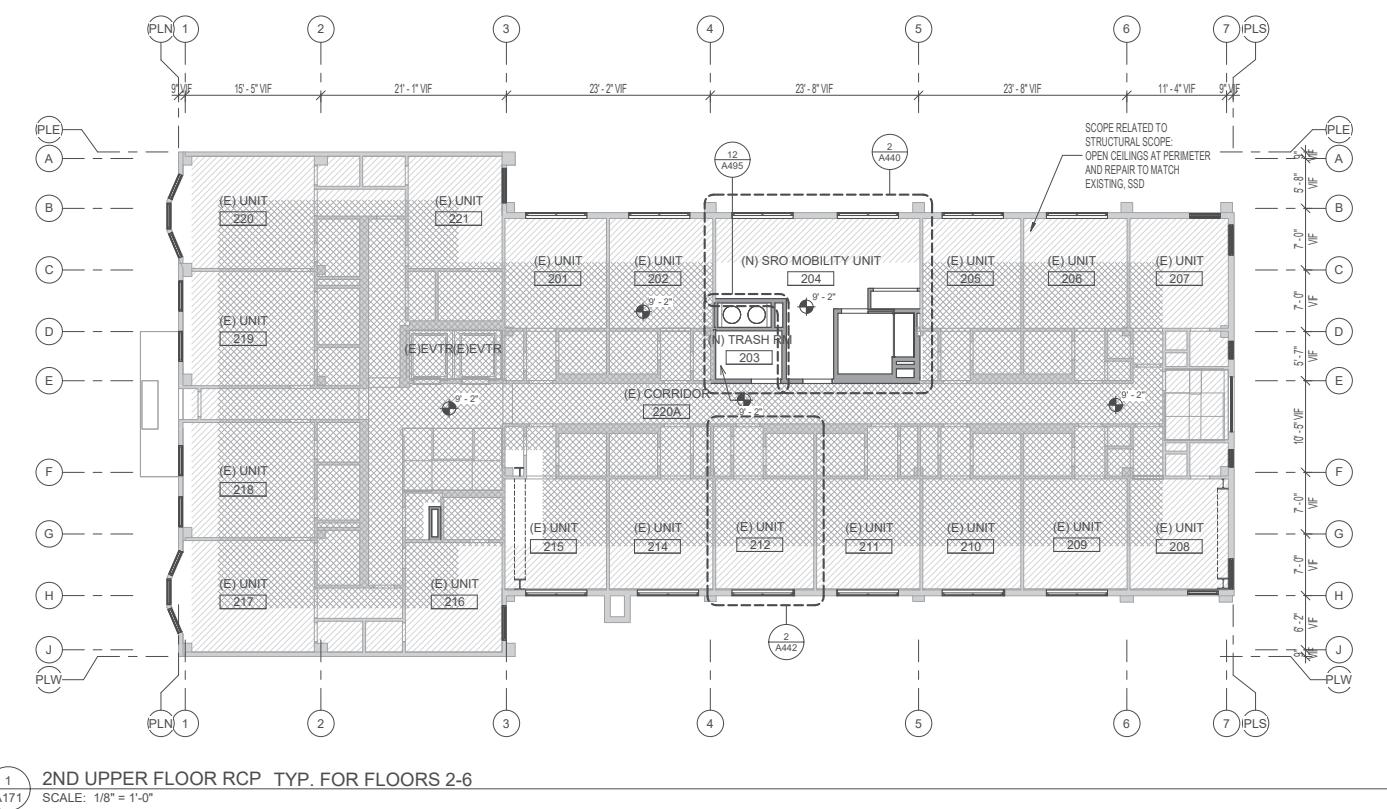
FLOOR PLAN LEGEND:



SEE 9 & 11 / G060 FOR CLEAR FLOOR SPACE & ACCESSIBLE TURNING SPACE

SEE 13 / G061 FOR DOOR MANEUVERING CLEARANCE LEGEND

835 TURK STREET



1 A171 2ND UPPER FLOOR RCP TYP. FOR FLOORS 2-6
SCALE: 1/8" = 1'-0"

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 No. Description Date
 1 SF Planning 03.19.2025

PLOT DATE: 12/18/2024
 PROJECT NO: 2305
 PHASE: EG
 PREPARED BY: EG
 SCALE: As indicated

Sheet Title:
 2ND UPPER FLOOR
 RCPS - PROPOSED &
 REMOVAL

Sheet No.:
 A171



Project: [REDACTED]

835 TURK STREET**ISSUE INFORMATION**

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SF PLANNING APPLICATION

03.19.2025

No. Description Date:

1 SF Planning 03.19.2025

PLOT DATE: 12/18/2024

PROJECT NO: 2305

PHASE: PREPARED BY: EG

SCALE: 1/8" = 1'-0"

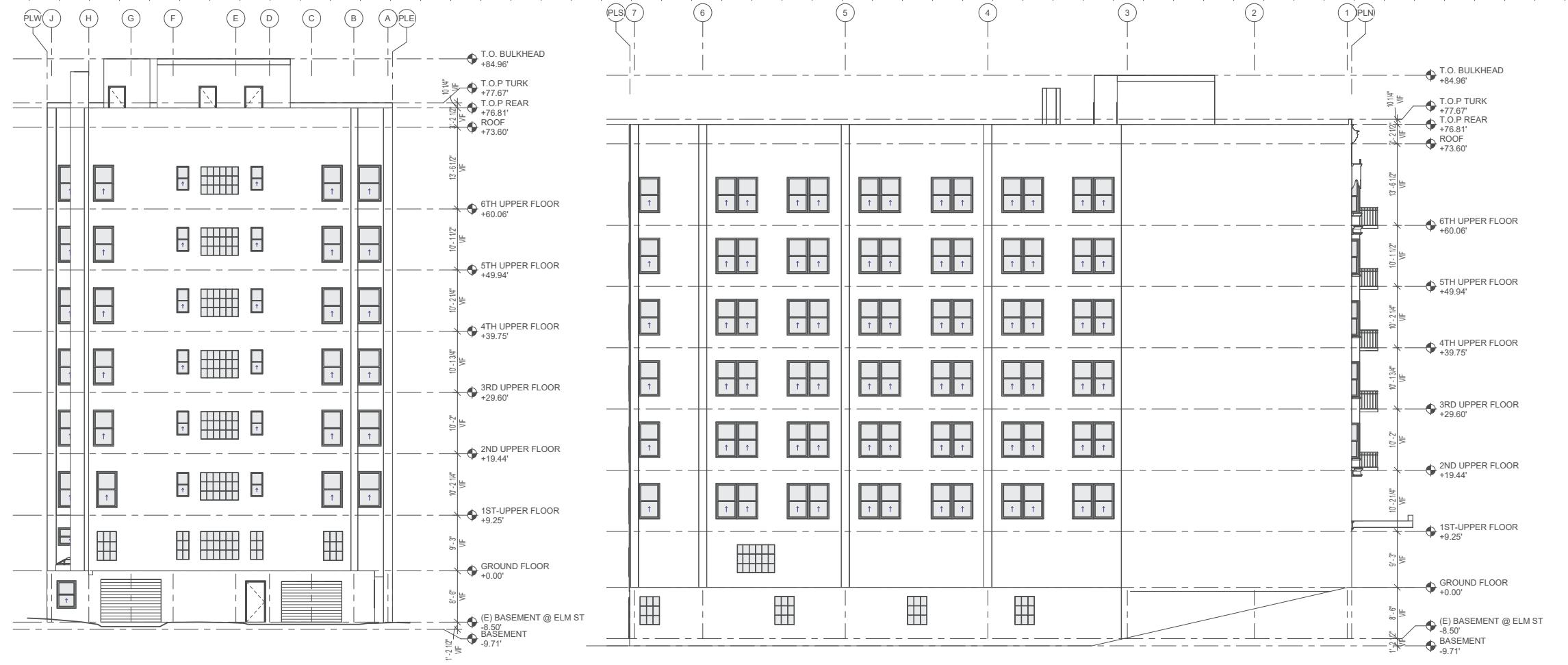
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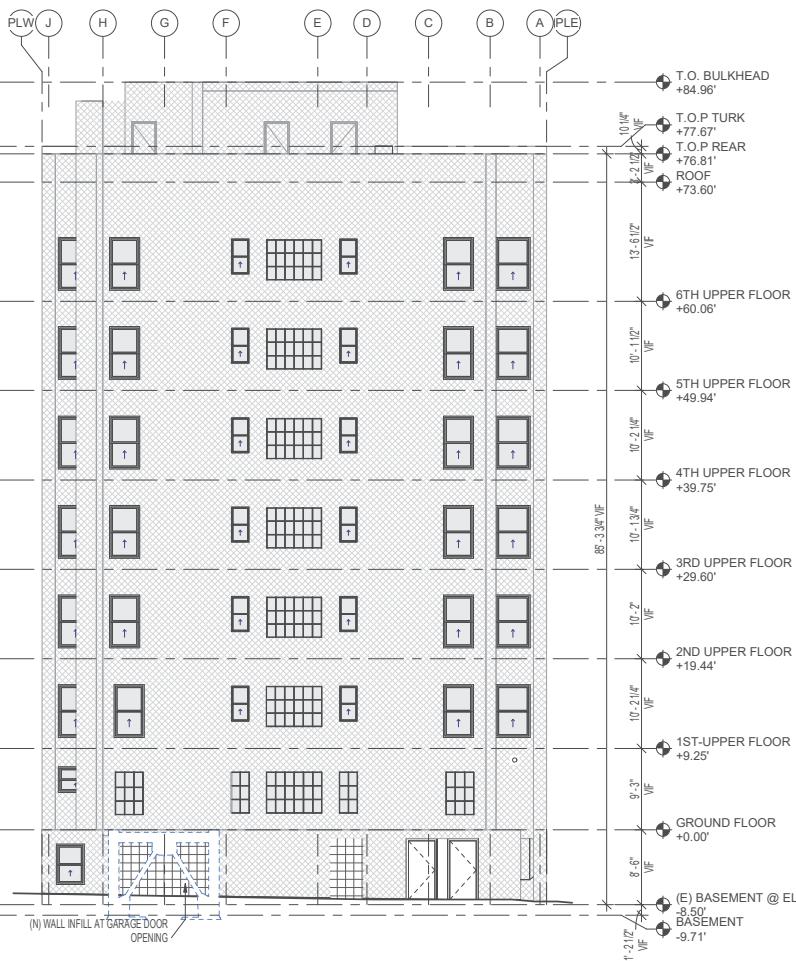
BUILDING ELEVATIONS (EXISTING)

Sheet No.:

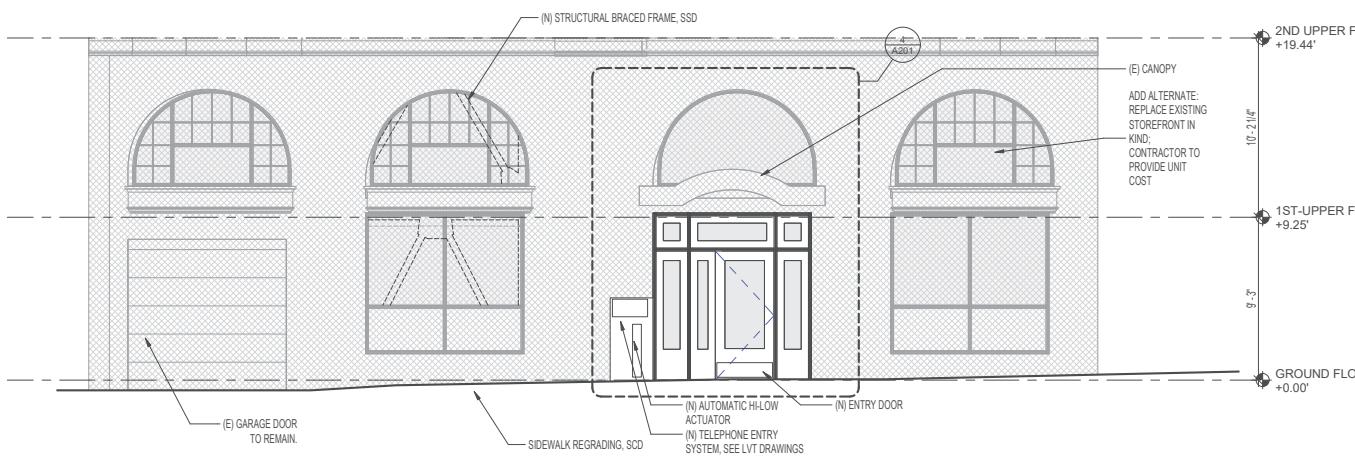
A200A

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2 Elevation North - Diagram
A201 SCALE: 1/8" = 1'-0"



BUILDING PLAN SHEET NOTES :

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KEYNOTES

KEYNOTE ITEM
 06 20.01 MDF BASEBOARD
 09 65.02 VINYL PLANK FLOORING
 10 26.00.41 CORNER GUARD
 22 40.04.08 ACCESSIBLE DRINKING FOUNTAIN WI BOTTLE FILLING STATION

835 TURK STREET

ISSUE INFORMATION
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 No. Description Date: 03.19.2025

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 SCALE: As indicated

Sheet Title: ENLARGED FLOOR
 PLAN - GROUND FLOOR
 COMMON SPACE

Sheet No.: A405

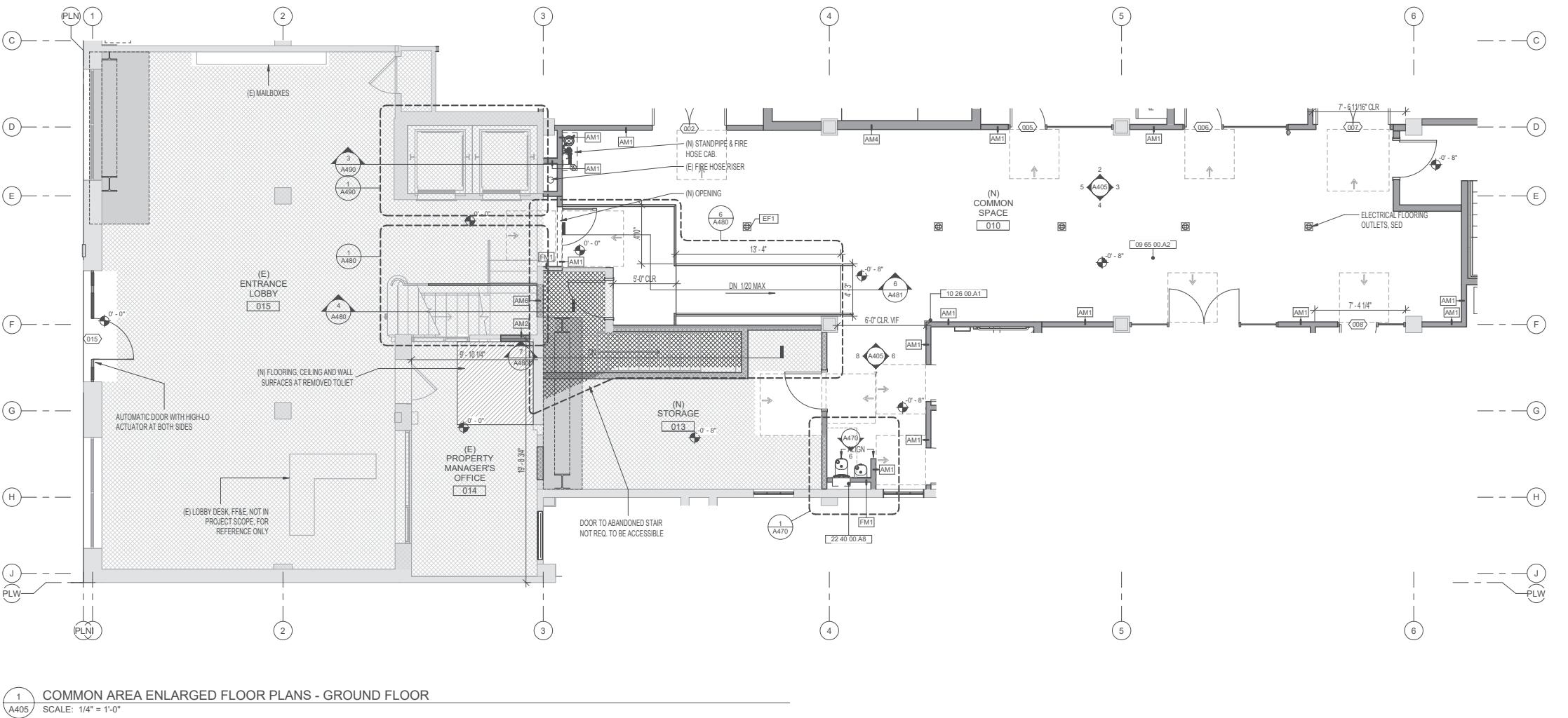
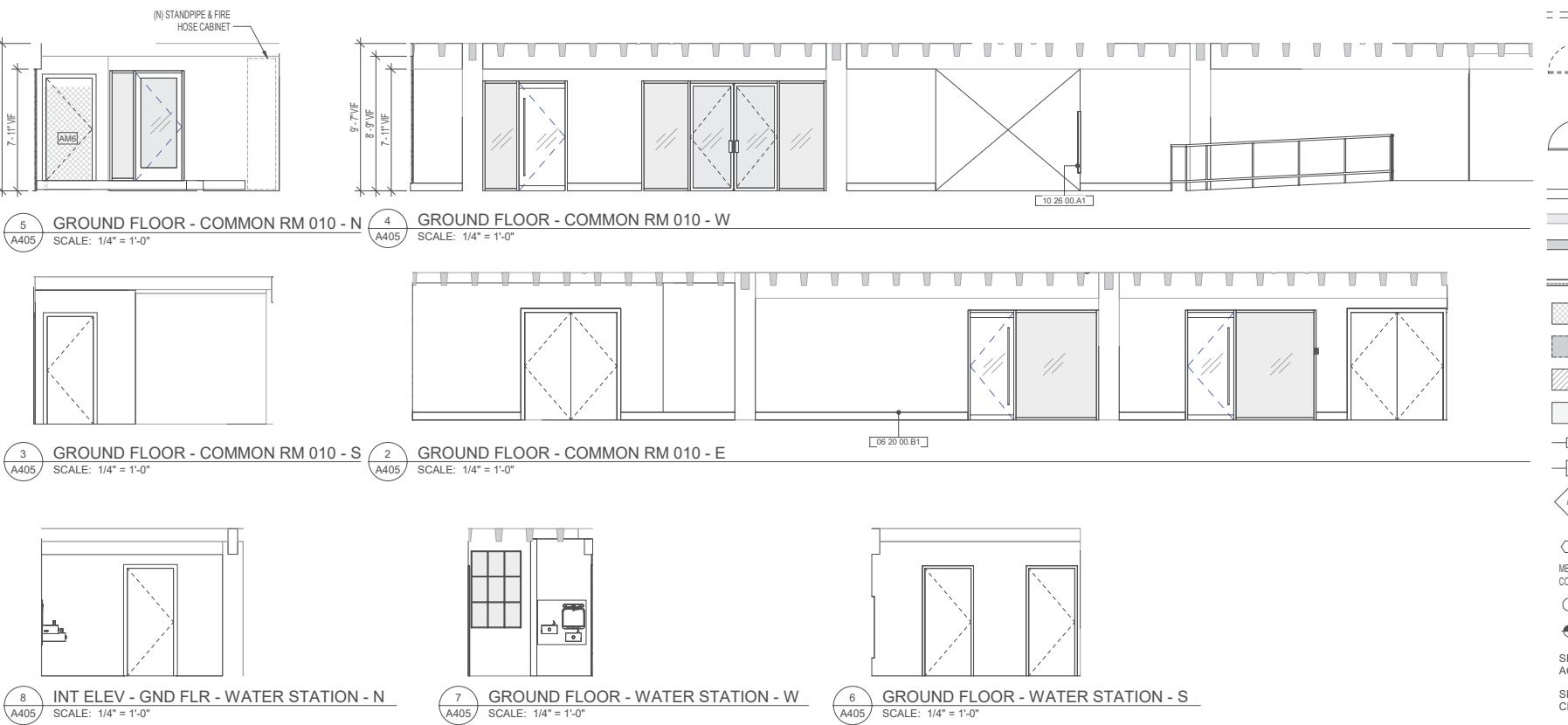
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FLOOR PLAN LEGEND:

- Existing Items to be removed
- Door/Door hardware to be disturbed or removed
See door schedule
- New door
- Existing door
- Existing stud walls to remain
- Existing concrete wall
- New interior partition to underside of existing one-hour floor/ceiling or roof/ceiling assembly U.O.N. SEE SHEET AX.X AND S.S.D.
- Backing location S.S.D.
- Area not in architectural scope
- Structural braced frame scope, SSD
- Disturbed area / architectural scope as noted
- New floor construction
- RID
- Room identification signage, see sheets AXX.X
- XX
- Wall type identification
- Window type identification, refer to window schedule
- I.S. Interior security screen
- E.S. Exterior security screen
- Door type identification refer to door schedule
- MBL / M Communication unit
- COM / C
- FE Fire extinguisher, class ABC - surface mounted
- E Elevations are A.F.F.

SEE 9 & 11 / G060 FOR CLEAR FLOOR SPACE & ACCESSIBLE TURNING SPACE

SEE 13 / G061 FOR DOOR MANEUVERING CLEARANCE LEGEND



835 TURK STREET

ISSUE INFORMATION

Issued For: SF PLANNING APPLICATION
 03.19.2025
 No. Description Date: 03.19.2025
 1 SF Planning

PLOT DATE: 12/18/2024
 PROJECT NO: 2305
 PHASE: PREPARED BY: Author
 SCALE: As indicated
 Sheet Title: ENLARGED RCP - GROUND FLOOR COMMON SPACE
 Sheet No.: A406

BUILDING PLAN SHEET NOTES :

GENERAL NOTES:
 1. ALL DIMENSIONS ARE TO FACE OF FINISH U.O.N. ALIGN FACE OF FINISH TO EXISTING FACE OF FINISH WHERE SUCH FRAMING CONDITIONS OCCUR.
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 7. CEILING REMOVAL AS REQUIRED FOR INSTALLATION OF STRUCTURAL TIES, TYPICAL AT ALL FLOORS AT PERIMETER WALLS; SSD

09 FINISHES

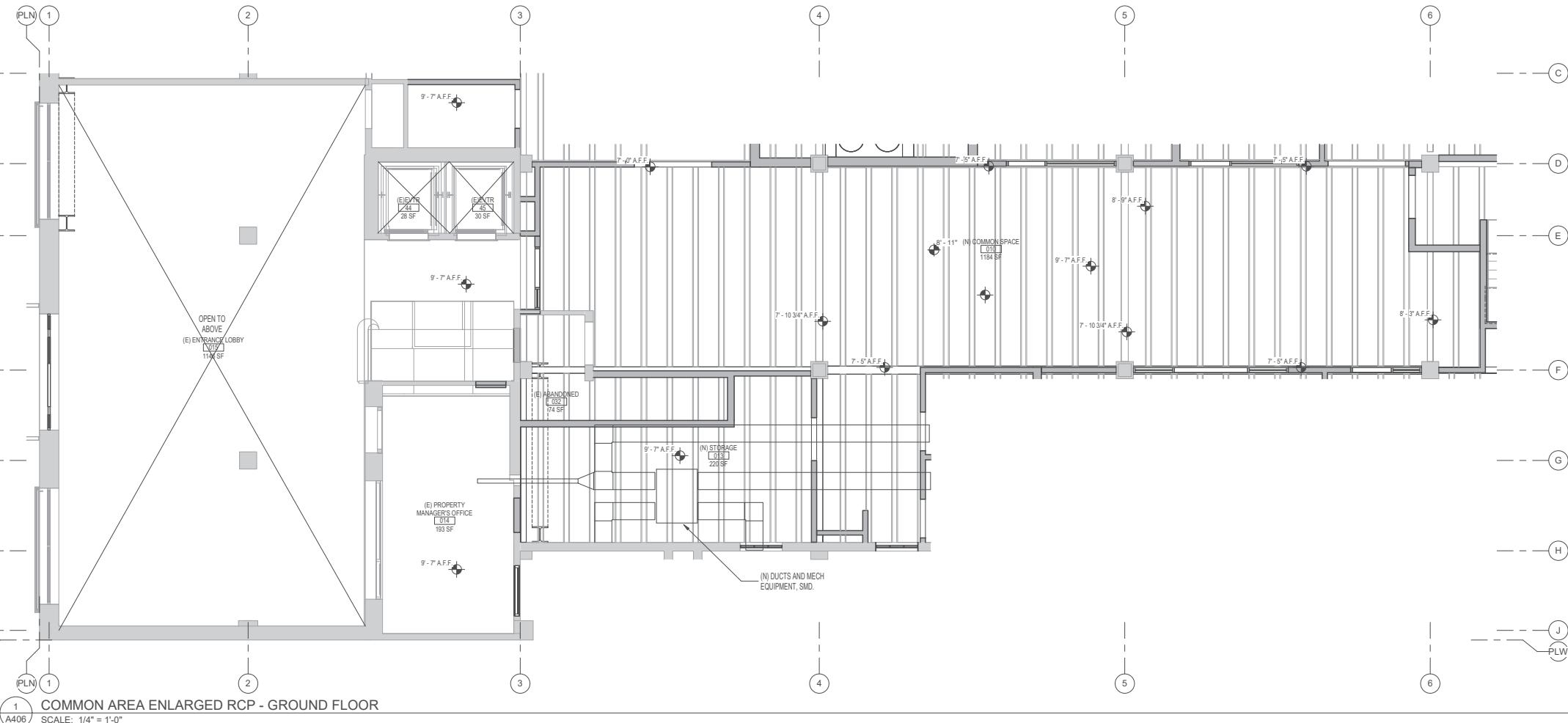
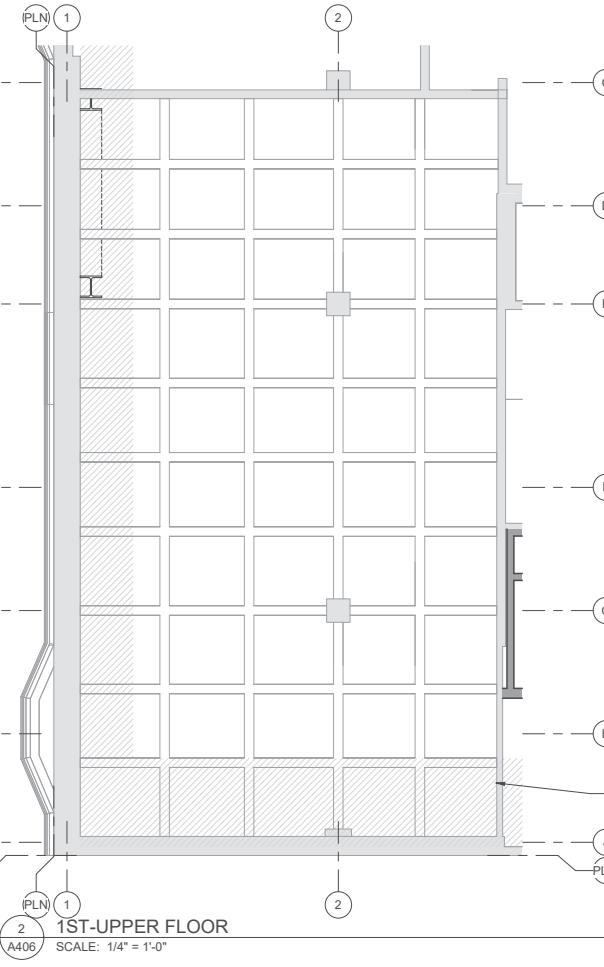
INTERIOR FINISHES.
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COM / C
- Mobility unit
Communication unit
- (FE) Fire extinguisher, class ABC - surface mounted
- (E) Elevations are A.F.F.

SEE 9 & 11 / G060 FOR CLEAR FLOOR SPACE & ACCESSIBLE TURNING SPACE

SEE 13 / G061 FOR DOOR MANEUVERING CLEARANCE LEGEND





BUILDING PLAN SHEET NOTES :

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KEYNOTES

KEYNOTE ITEM

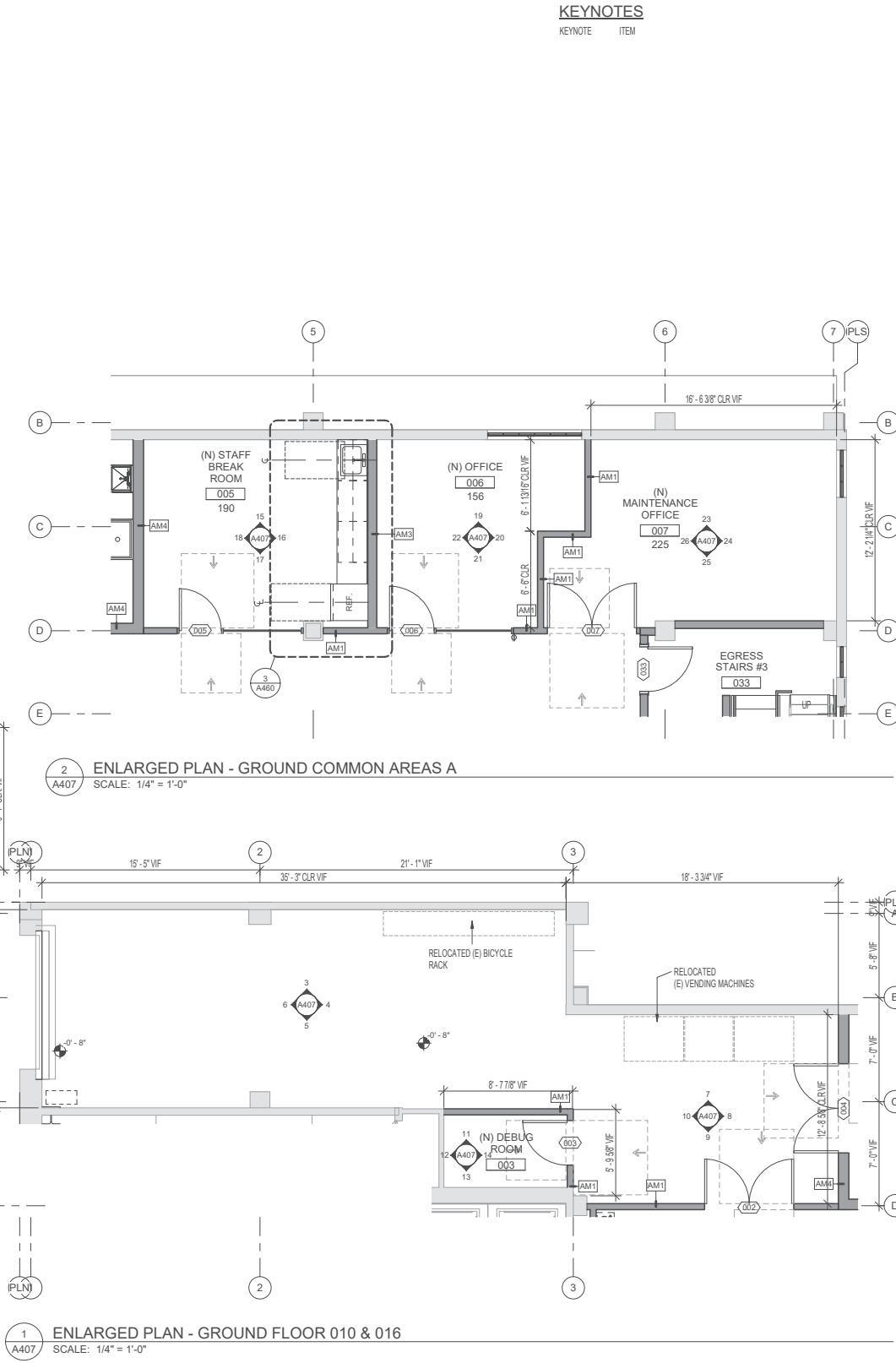
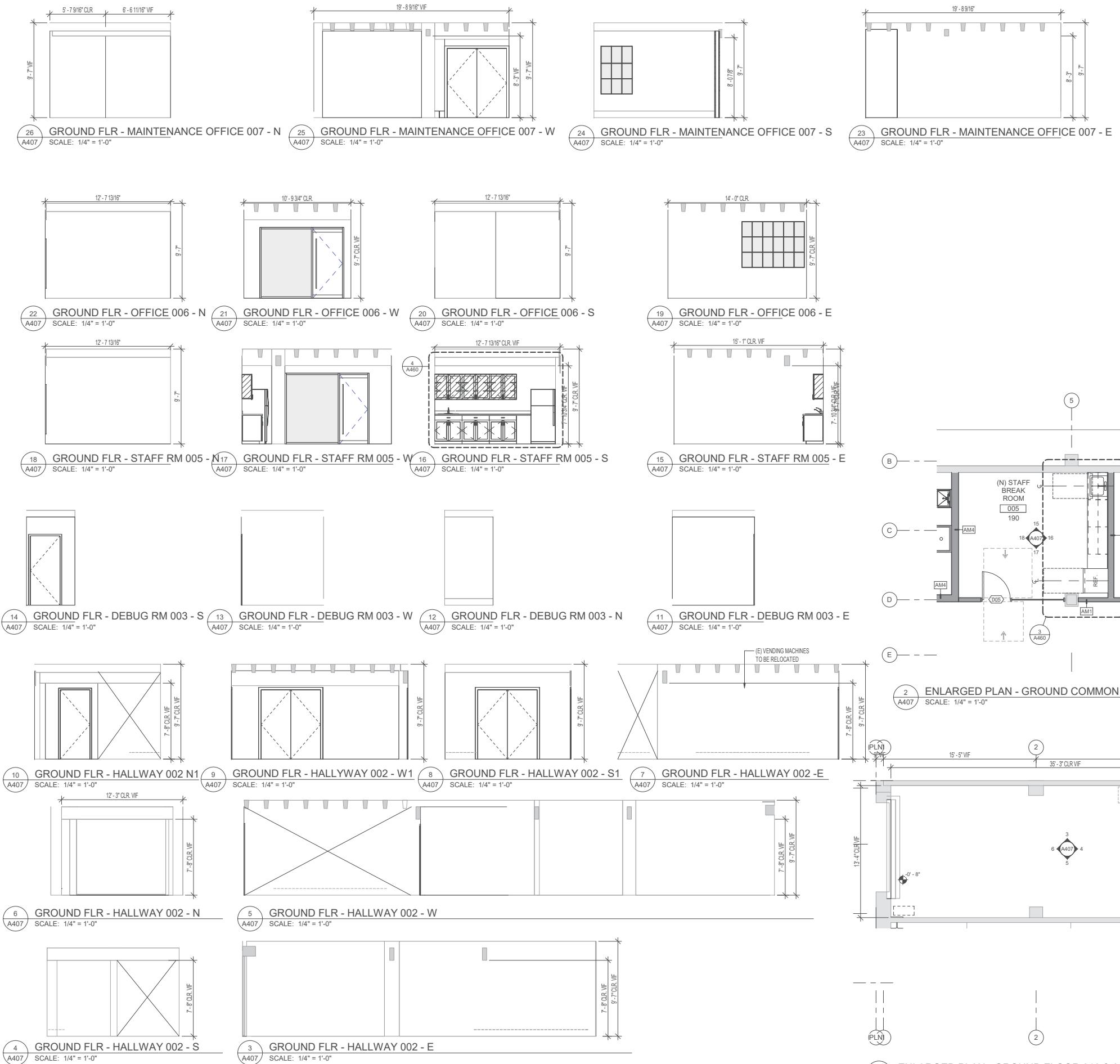
835 TURK STREET

ISSUE INFORMATION
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 SF PLANNING APPLICATION
 03.19.2025
 No. Description Date:
 1 SF Planning 03.19.2025

PLOT DATE: 12/18/2024
 PROJECT NO: 2305
 PHASE: PREPARED BY: Author
 SCALE: As indicated

Sheet Title: ENLARGED INT ELEV - GROUND FLOOR COMMON SPACE
 Sheet No.: A407

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BUILDING PLAN SHEET NOTES :

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KEYNOTES

KEYNOTE	ITEM
09 68 00.A2	FORBO FLOTEX CARPET TILE
11 02 00.A1	STACKING WASHER AND DRYER
11 02 00.B2	DRYER
11 02 00.C1	CHANGE DISPENSER, N.I.C.
22 30 00.A1	FLOOR DRAIN, S.P.D.
22 40 00.A4	MOP SINK

835 TURK STREET

PLOT DATE: 12/18/2024
PROJECT NO: 2305
PHASE:
PREPARED BY: Author
SCALE: As indicated
Sheet Title:
- ENLARGED INT ELEV -
- GROUND FLOOR
COMMON SPACE

Sheet No.:
A408

9

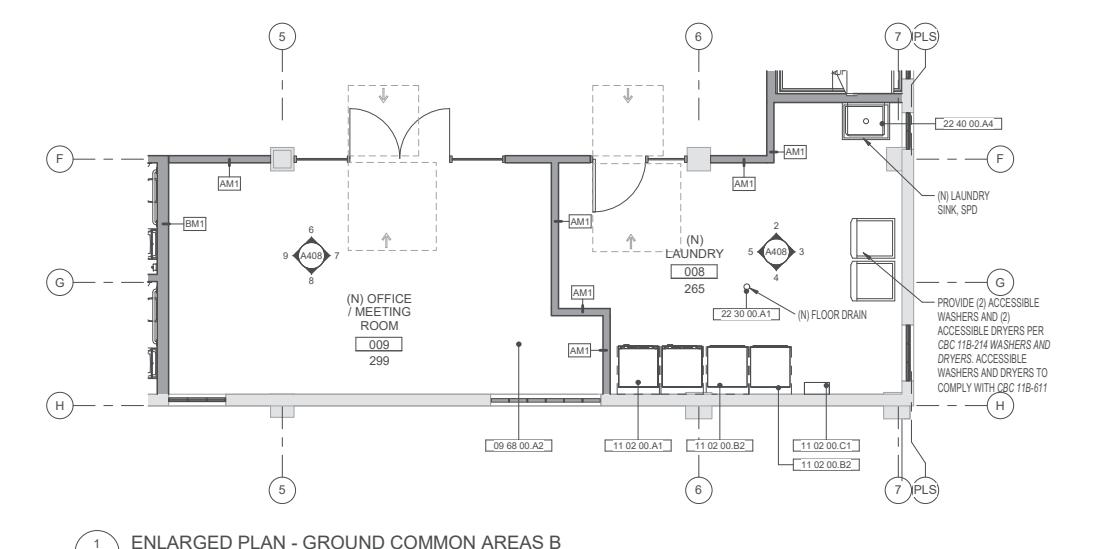
OFFICE/MEETING 009 - N

SCALE: 1/4" = 1'-0"

A408

A blank floor plan template consisting of a large rectangle divided into two equal-sized vertical columns. The template is intended for architectural drawings.

The floor plan shows a laundry room with a walk-in closet. A dashed blue arrow points to a hidden door or access point within the closet area. The room contains a washing machine and a dryer. A small side table is located in the corner.



BUILDING PLAN SHEET NOTES :

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KEYNOTES

KEYNOTE ITEM

FLOOR PLAN LEGEND:

- — — EXISTING ITEMS TO BE REMOVED
- — — DOOR/DOOR HARDWARE TO BE DISTURBED OR REMOVED
SEE DOOR SCHEDULE
- — — NEW DOOR
- — — EXISTING DOOR
- — — EXISTING STUD WALLS TO REMAIN
- — — EXISTING CONCRETE WALL
- — — NEW INTERIOR PARTITION TO UNDERSIDE OF EXISTING ONE-HOUR FLOOR/CEILING OR ROOF/CEILING ASSEMBLY U.O.N. SEE SHEET AXX AND S.S.D.
- — — BACKING LOCATION S.S.D.
- — — AREA NOT IN ARCHITECTURAL SCOPE
- — — STRUCTURAL BRACED FRAME SCOPE, SSD
- — — DISTURBED AREA / ARCHITECTURAL SCOPE AS NOTED
- — — NEW FLOOR CONSTRUCTION
- RID ROOM IDENTIFICATION SIGNAGE, SEE SHEETS AXX.XX
- XX WALL TYPE IDENTIFICATION
- A WINDOW TYPE IDENTIFICATION, REFER TO WINDOW SCHEDULE
I.S. INTERIOR SECURITY SCREEN
E.S. EXTERIOR SECURITY SCREEN
- 11 DOOR TYPE IDENTIFICATION REFER TO DOOR SCHEDULE
- MBL / M MOBILITY UNIT
COM / C COMMUNICATION UNIT
- OFE FIRE EXTINGUISHER, CLASS ABC - SURFACE MOUNTED
- ELEVATIONS ARE A.F.F.

SEE 9 & 11 / G060 FOR CLEAR FLOOR SPACE & ACCESSIBLE TURNING SPACE

SEE 13 / G061 FOR DOOR MANEUVERING CLEARANCE LEGEND

835 TURK STREET

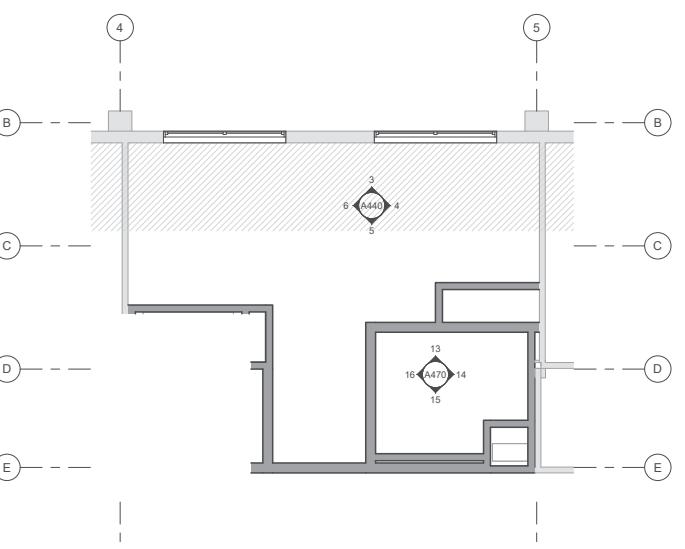
ISSUE INFORMATION
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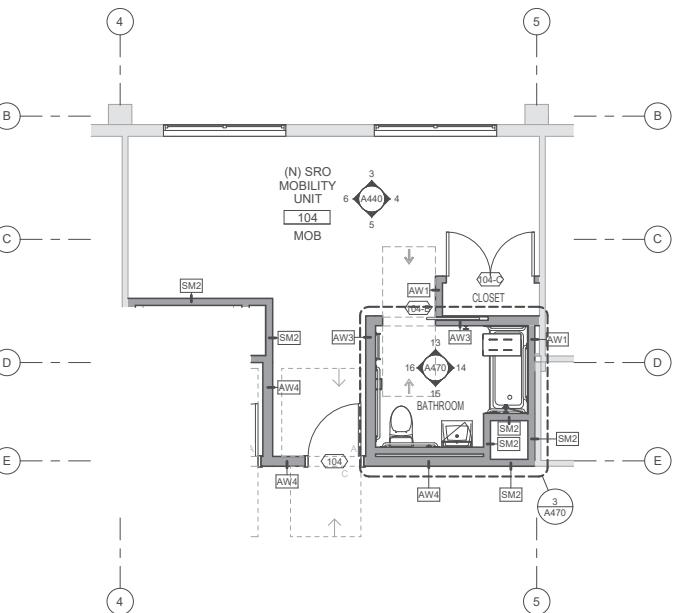
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 ENLARGED PLAN, RCP
AND ELEVATIONS -
MOBILITY UNIT

Sheet No.:
A440

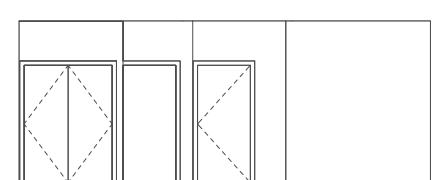
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2 ENLARGED RCP - TYP MOBILITY UNIT 104 - PROPOSED
A440 SCALE: 1/4" = 1'-0"



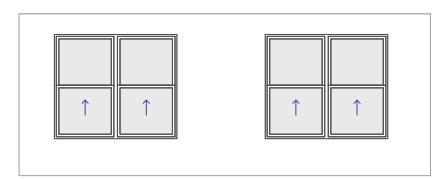
1 ENLARGED PLAN - TYP MOBILITY UNIT 104 - PROPOSED
A440 SCALE: 1/4" = 1'-0"



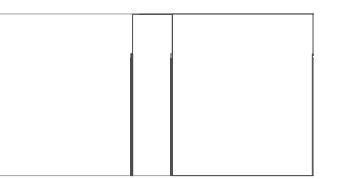
5 INT ELEV - TYP MOBILITY UNIT 104 - W
A440 SCALE: 1/4" = 1'-0"



6 INT ELEV - TYP MOBILITY UNIT 104 - N
A440 SCALE: 1/4" = 1'-0"



3 INT ELEV - TYP MOBILITY UNIT 104 - E
A440 SCALE: 1/4" = 1'-0"



4 INT ELEV - TYP MOBILITY UNIT 104 - S
A440 SCALE: 1/4" = 1'-0"



BUILDING PLAN SHEET NOTES :

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KEYNOTES

KEYNOTE ITEM

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	DOOR/DOOR HARDWARE TO BE DISTURBED OR REMOVED SEE DOOR SCHEDULE
	NEW DOOR
	EXISTING DOOR
	EXISTING STUD WALLS TO REMAIN
	EXISTING CONCRETE WALL
	NEW INTERIOR PARTITION TO UNDERSIDE OF EXISTING ONE-HOUR FLOOR/CEILING OR ROOF/CEILING ASSEMBLY U.O.N. SEE SHEET AXX AND S.S.D.
	BACKING LOCATION S.S.D.
	AREA NOT IN ARCHITECTURAL SCOPE
	STRUCTURAL BRACED FRAME SCOPE, SSD
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	NEW FLOOR CONSTRUCTION
	ROOM IDENTIFICATION SIGNAGE, SEE SHEETS AXX.XX
	WALL TYPE IDENTIFICATION
	WINDOW TYPE IDENTIFICATION, REFER TO WINDOW SCHEDULE
	I.S. INTERIOR SECURITY SCREEN
	E.S. EXTERIOR SECURITY SCREEN
	DOOR TYPE IDENTIFICATION REFER TO DOOR SCHEDULE
	MOBILITY UNIT COMMUNICATION UNIT
	FIRE EXTINGUISHER, CLASS ABC - SURFACE MOUNTED
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SEE 9 & 11 / G060 FOR CLEAR FLOOR SPACE & ACCESSIBLE TURNING SPACE

SEE 13 / G061 FOR DOOR MANEUVERING CLEARANCE LEGEND

835 TURK STREET

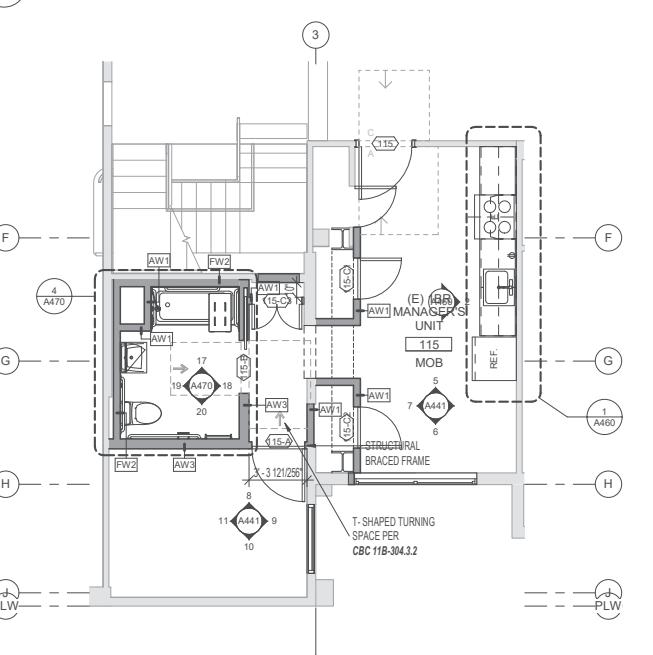
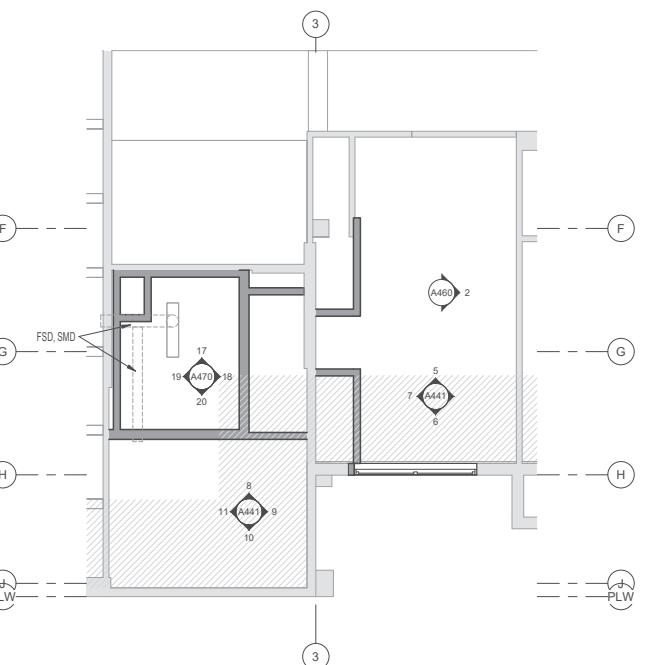
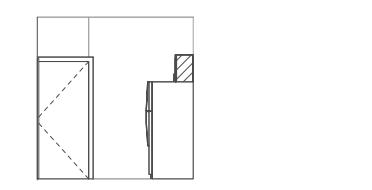
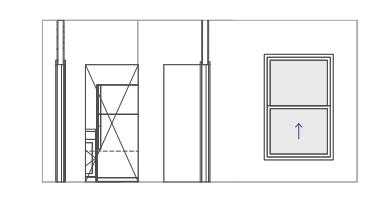
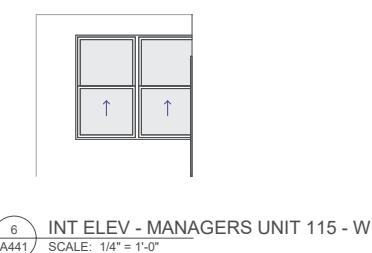
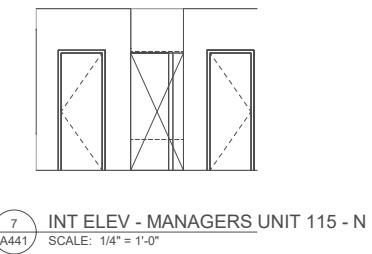
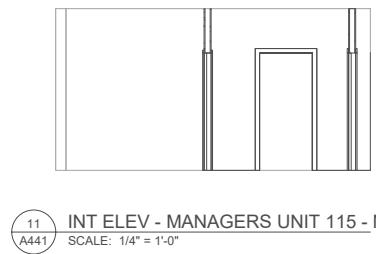
ISSUE INFORMATION		
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No. Description	Date:	03.19.2025
1 SF Planning		

PLOT DATE: 12/18/2024
PROJECT NO: 2305
PHASE: PREPARED BY: Author
SCALE: As indicated

Sheet Title: ENLARGED PLAN, RCP,
AND ELEVATIONS -
MGR'S UNIT

Sheet No.: A441

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KEYNOTES

KEYNOTE ITEM

835 TURK STREET

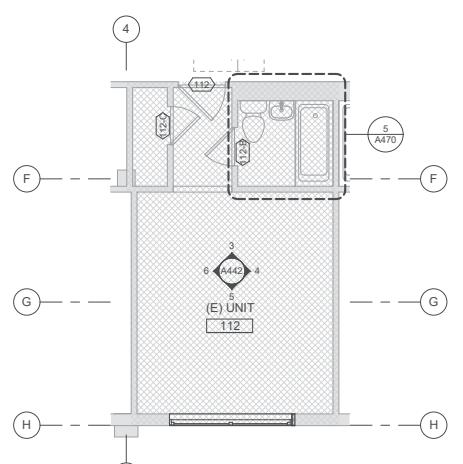
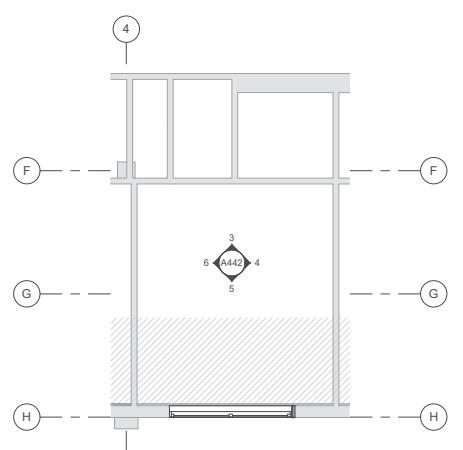
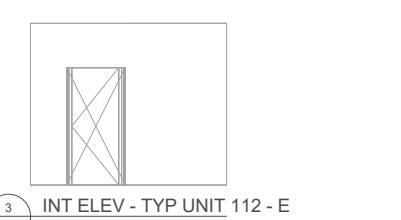
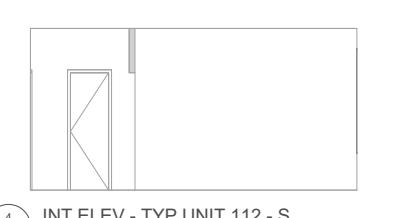
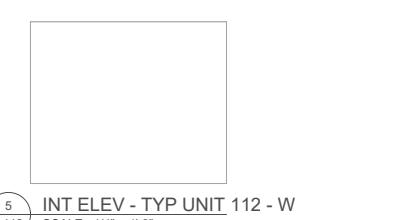
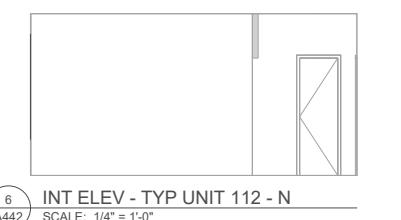
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SF PLANNING APPLICATION		
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1 SF Planning 03.19.2025		
PLOT DATE:	12/18/2024	
PROJECT NO.:	2305	
PHASE:		
PREPARED BY:	Author	
SCALE:	As indicated	
Sheet Title:		
ENLARGED PLAN, RCP, AND ELEVATIONS - TYP EXISTING UNIT		
Sheet No.:		





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1. ALL DIMENSIONS ARE TO FACE OF FINISH U.O.N. ALIGN FACE OF FINISH TO EXISTING FACE OF FINISH WHERE SUCH FRAMING CONDITIONS OCCUR.
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3. EXISTING CONDITIONS SURROUNDING ALL PROPOSED WORK UNDER CONTRACT WITH OWNER SHALL BE EVALUATED IN FIELD BY CONTRACTOR. SEE OWNER RECORD DRAWINGS FOR ADDITIONAL INFORMATION.
4. ALL ELECTRICAL WORK (I.E. RECEPTACLES, SWITCHING, CONTROLS) INCLUDING (RE) LOCATION SHALL BE COORDINATED IN FIELD BY ELECTRICAL CONTRACTOR. PROVIDE SOUND ATTENUATION AND PADS AT PENETRATIONS IN ACOUSTICAL WALL TYPES.
5. ALL EXISTING CONDITIONS TO REMAIN WHICH CORRELATE TO PROPOSED SCOPE OF WORK SHALL BE EVALUATED BY OWNER FOR DAMAGE AND REPAIR OR REPLACEMENT.
6. PROVIDE NEW FINISHES, FURNISHINGS, EQUIPMENT, AND FIXTURES PER PRODUCT SELECTION TABLE AND SPECIFICATIONS.
7. CEILING REMOVAL AS REQUIRED FOR INSTALLATION OF STRUCTURAL TIES, TYPICAL AT ALL FLOORS AT PERIMETER WALLS; SSD

09 FINISHES

INTERIOR FINISHES

1. NEW INTERIOR FINISHES INCLUDING, BUT NOT LIMITED TO, FLOORING, WALL BASE, PAINTING WITH PATCH AND REPAIR AT WALLS, CEILINGS, AND TRIM CONDITIONS SEE PRODUCT SELECTIONS.

KEYNOTES

KEYNOTE	ITEM
1130.00.41	RANGE
1130.00.43	REFRIGERATOR
1130.00.44	RANGE HOOD
1232.00.51	WOOD VENEER CASEWORK
1232.00.52	REMOVABLE WOOD VENEER BASE CABINET, AT KITCHENS, SEE 18, 19, 23 & 24 ON G0.6C, 22A10.14 & 23A10.14. AT BATHS, SEE 8 & 9/G0.6C & 22A10.14.
1236.00.42	STAINLESS STEEL BACKSPLASH AT RANGE 30" W X 30" H
2600.00.52	CABINET FACE MOUNT RECEPTACLE, S.E.D.

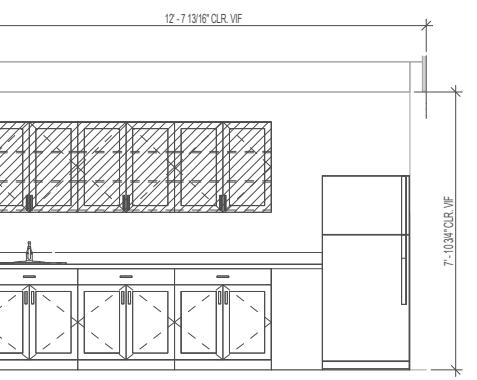
835 TURK STREET

ISSUE INFORMATION
Issued For:
SF PLANNING APPLICATION
03.19.2025
No. Description Date:
1 SF Planning 03.19.2025

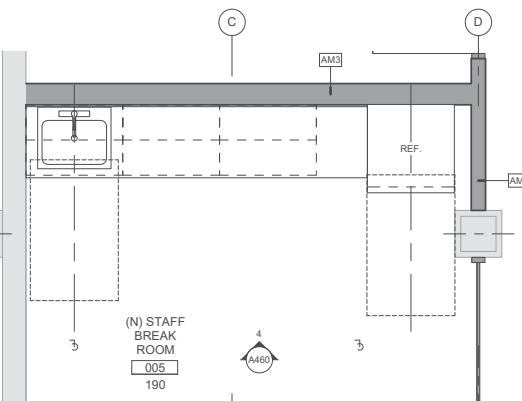
PLOT DATE: 12/18/2024
PROJECT NO: 2305
PHASE:
PREPARED BY: Author
SCALE: As indicated
Sheet Title: ENLARGED KITCHEN PLANS & ELEVATIONS

Sheet No.: A460

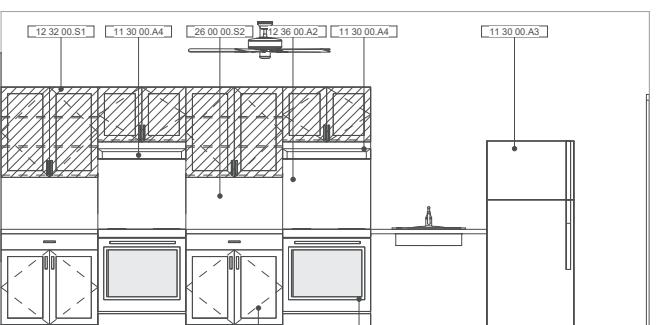
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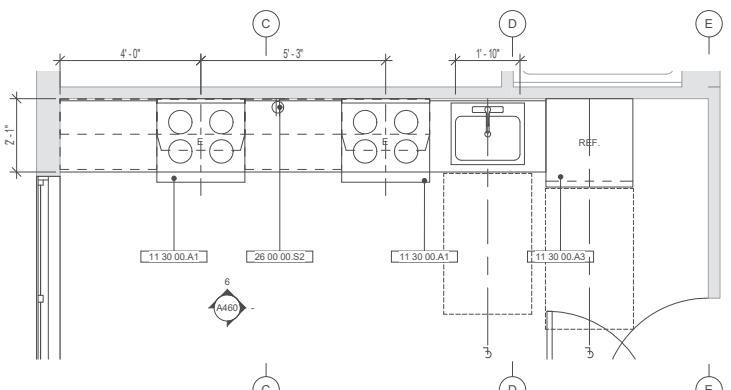
4 INT ELEV - STAFF RM 005 - S
A460
SCALE: 1/2" = 1'-0"



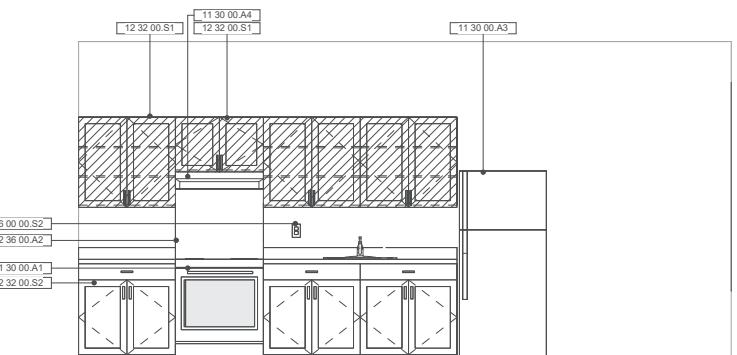
3 ENLARGED PLAN - GROUND FLR - STAFF RM KITCHEN 005
A460
SCALE: 1/2" = 1'-0"



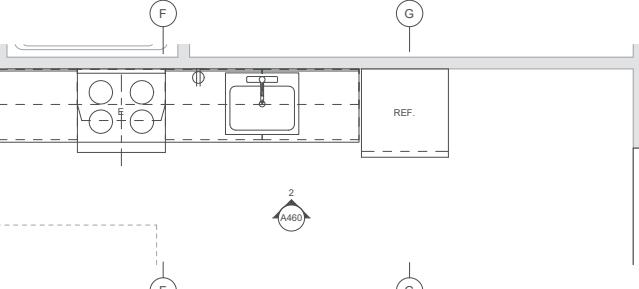
6 INT ELEV - COMMON KITCHEN 101 - S
A460
SCALE: 1/2" = 1'-0"



5 ENLARGED PLAN - 1ST-UPPER FLR - COMMON KITCHEN 101
A460
SCALE: 1/2" = 1'-0"



2 INT ELEV - MANAGERS UNIT 115 KITCHEN - S
A460
SCALE: 1/2" = 1'-0"



1 ENLARGED PLAN - 1ST-UPPER FLR - MANAGERS UNIT 115 KITCHEN
A460
SCALE: 1/2" = 1'-0"

BUILDING PLAN SHEET NOTES :

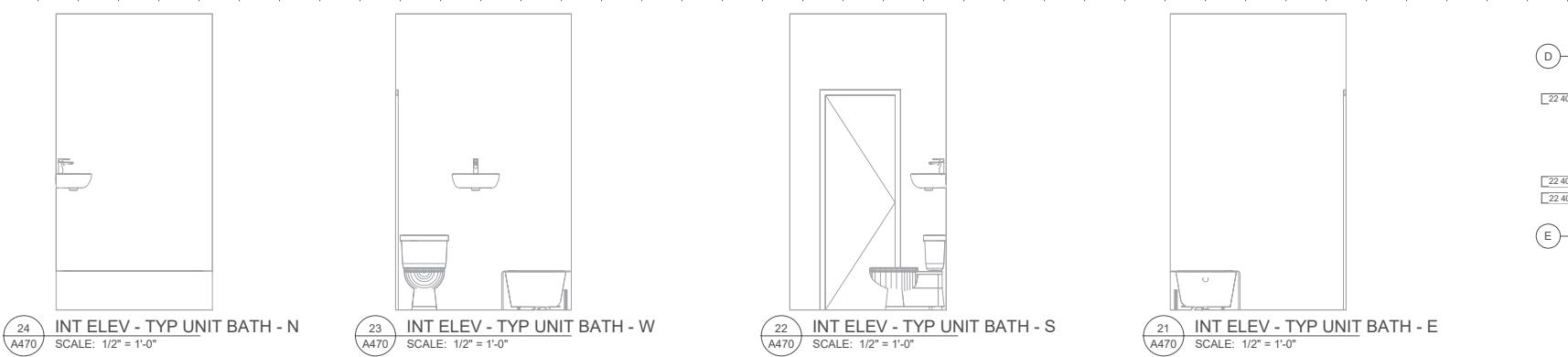
GENERAL NOTES:
 1. ALL DIMENSIONS ARE TO FACE OF FINISH U.O.N. ALIGN FACE OF FINISH TO EXISTING FACE OF FINISH WHERE SUCH FRAMING CONDITIONS OCCUR.
 2. ACCESSIBILITY REQUIREMENTS SHALL BE VERIFIED IN FIELD BY CONTRACTOR. CONDITIONS SHALL BE COORDINATED WITH ARCHITECT PRIOR TO COMPLETION. SEE ACCESSIBILITY SHEETS FOR ADDITIONAL INFORMATION.
 3. EXISTING CONDITIONS SURROUNDING ALL PROPOSED WORK UNDER CONTRACT WITH OWNER SHALL BE COORDINATED IN FIELD BY CONTRACTOR. SEE OWNER RECORD DRAWINGS FOR ADDITIONAL INFORMATION.
 4. ALL ELECTRICAL WORK (I.E. RECEPTACLES, SWITCHING, CONTROLS) INCLUDING (RE)LOCATION SHALL BE COORDINATED IN FIELD BY ELECTRICAL CONTRACTOR. PROVIDE SOUND ATTENUATION AND PADS AT PENETRATIONS IN ACOUSTICAL WALL TYPES.
 5. ALL EXISTING CONDITIONS TO REMAIN WHICH CORRELATE TO PROPOSED SCOPE OF WORK SHALL BE EVALUATED BY OWNER FOR DAMAGE AND REPAIR OR REPLACEMENT.
 6. PROVIDE NEW FINISHES, FURNISHINGS, EQUIPMENT, AND FIXTURES FOR PRODUCT SELECTION TABLE AND SPECIFICATIONS.
 7. CEILING REMOVAL AS REQUIRED FOR INSTALLATION OF STRUCTURAL TIES, TYPICAL AT ALL FLOORS PERIMETER WALLS; SSD

09 FINISHES
INTERIOR FINISHES:
 1. NEW INTERIOR FINISHES INCLUDING, BUT NOT LIMITED TO, FLOORING, WALL BASE, PAINTING WITH PATCH AND REPAIR AT WALLS, CEILINGS, AND TRIM CONDITIONS SEE PRODUCT SELECTIONS.

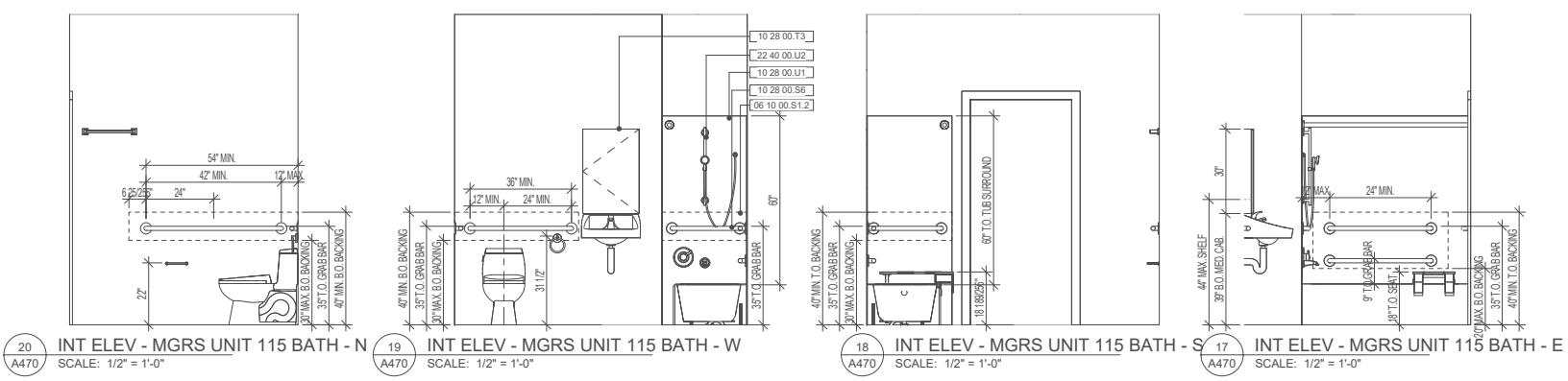
KEYNOTES

KEYNOTE	ITEM
06 10.00.S1.1	GRAB BAR BACKING
06 10.00.S1.2	GRAB BAR BACKING @ TUB SURROUNDS
09 30.00.A2	CERAMIC TILE WAINSCOT
09 30.00.A4	CERAMIC TILE BASE 6" TALL
10 28.00.A2	TOILET PAPER DISPENSER
10 28.00.A4	SOAP DISPENSER
10 28.00.A7	WASTE RECEPTACLE
10 28.00.E1	TOILET SEAT COVER DISPENSER
10 28.00.E8	BABY CHANGING TABLE, RECESSED FOLD-DOWN
10 28.00.F1	ELECTRIC HAND DRYER
10 28.00.S1	TOWEL BAR
10 28.00.S3	ROBE HOOK
10 28.00.S6	GRAB BAR W/ BACKING
10 28.00.T3	RECESSED MEDICINE CABINET
10 28.00.U1	FIBERGLASS BATHTUB SURROUND
22 40.00.A3	WALL-MOUNT LAVATORY SINK
22 40.00.T1	FLOOR-MOUNT WATER CLOSET
22 40.00.U1	SHOWER HEAD W/ LEVER HANDLE & FAUCET
22 40.00.U2	ADJUSTABLE HEIGHT HANDHELD SHOWER SPRAY UNIT W/ LEVER HANDLE
22 40.00.V1	BATHTUB

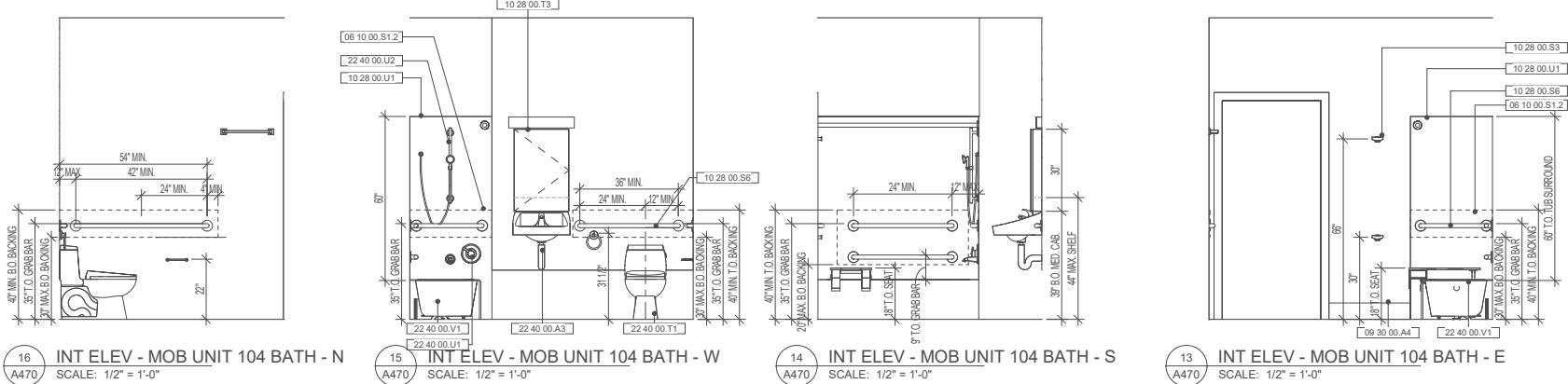
835 TURK STREET



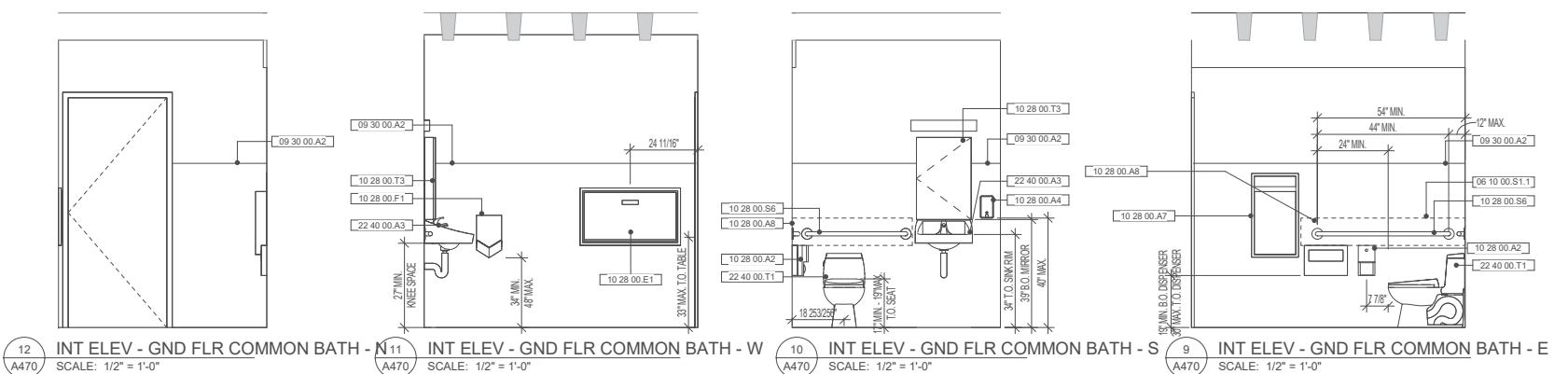
5 A470
TYP. UNIT BATHROOM - PLAN
 SCALE: 1/2" = 1'-0"



4 A470
MANAGERS UNIT 115 BATHROOM - PLAN
 SCALE: 1/2" = 1'-0"

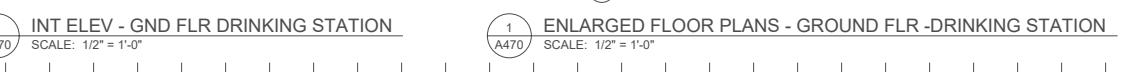


3 A470
MOBILITY UNIT 104 BATHROOM - PLAN
 SCALE: 1/2" = 1'-0"



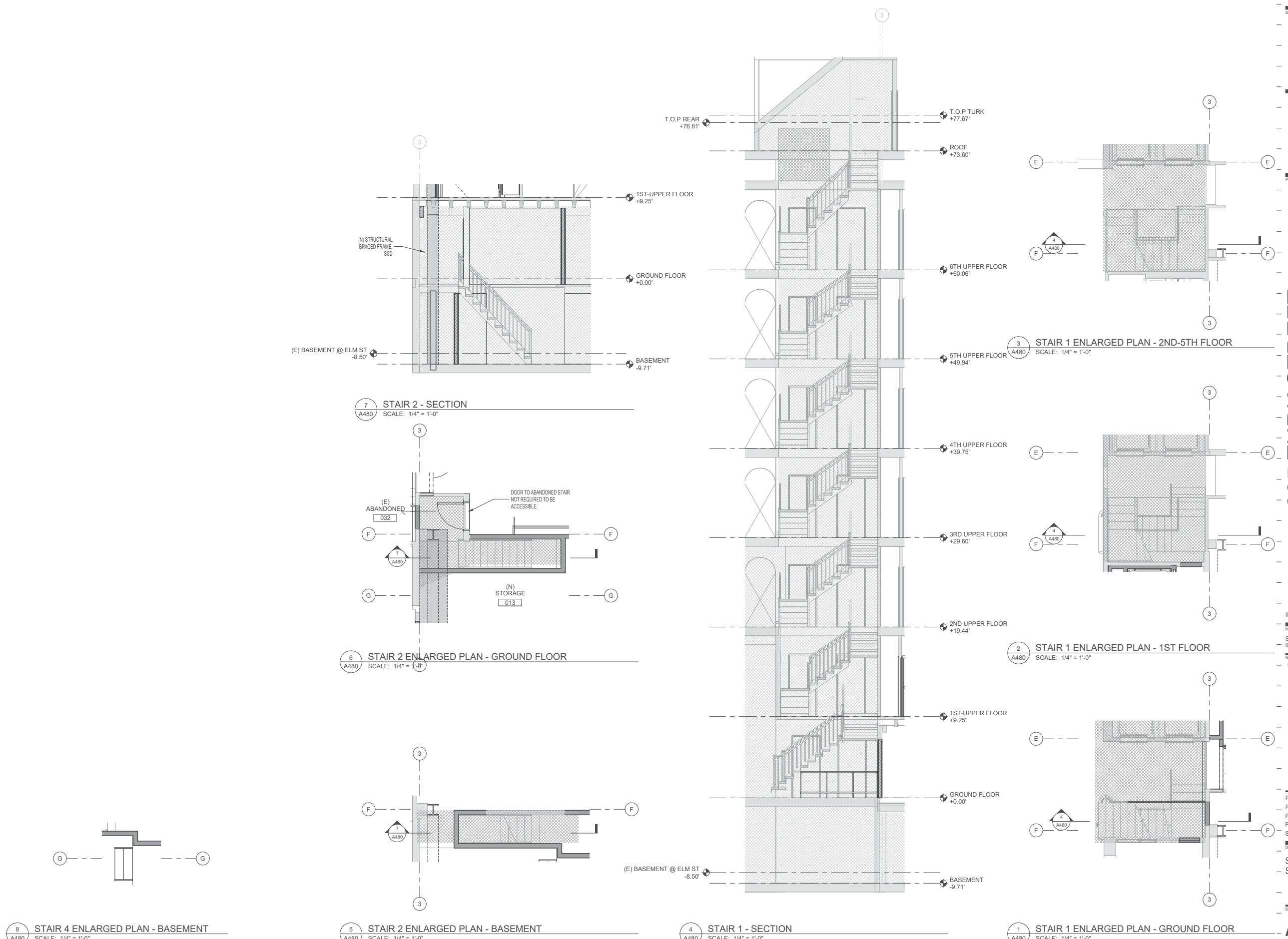
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GROUND FLR TYP. COMMON BATHROOM - PLAN
 SCALE: 1/2" = 1'-0"

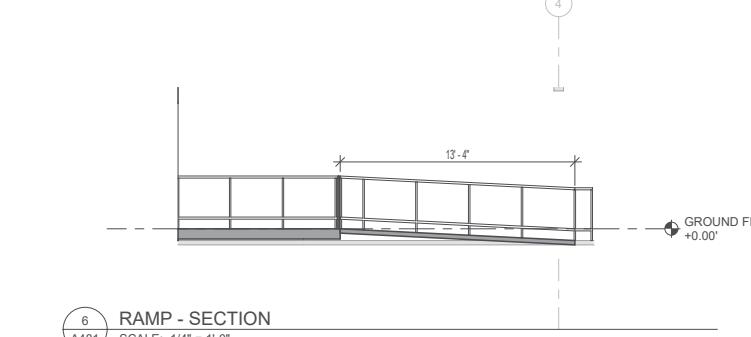
6 A470
INT ELEV - GND FLR DRINKING STATION
 SCALE: 1/2" = 1'-0"



1 A470
ENLARGED FLOOR PLANS - GROUND FLR - DRINKING STATION
 SCALE: 1/2" = 1'-0"

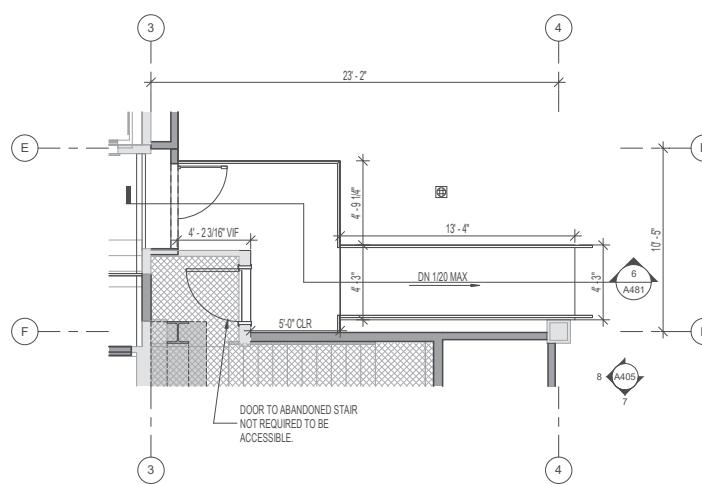
PLOT DATE: 12/18/2024
 PROJECT NO: 2305
 PHASE: PREPARED BY: Author
 SCALE: As indicated
 Sheet Title: ENLARGED UNIT
 BATHROOM PLANS & ELEVATIONS
 Sheet No.: A470





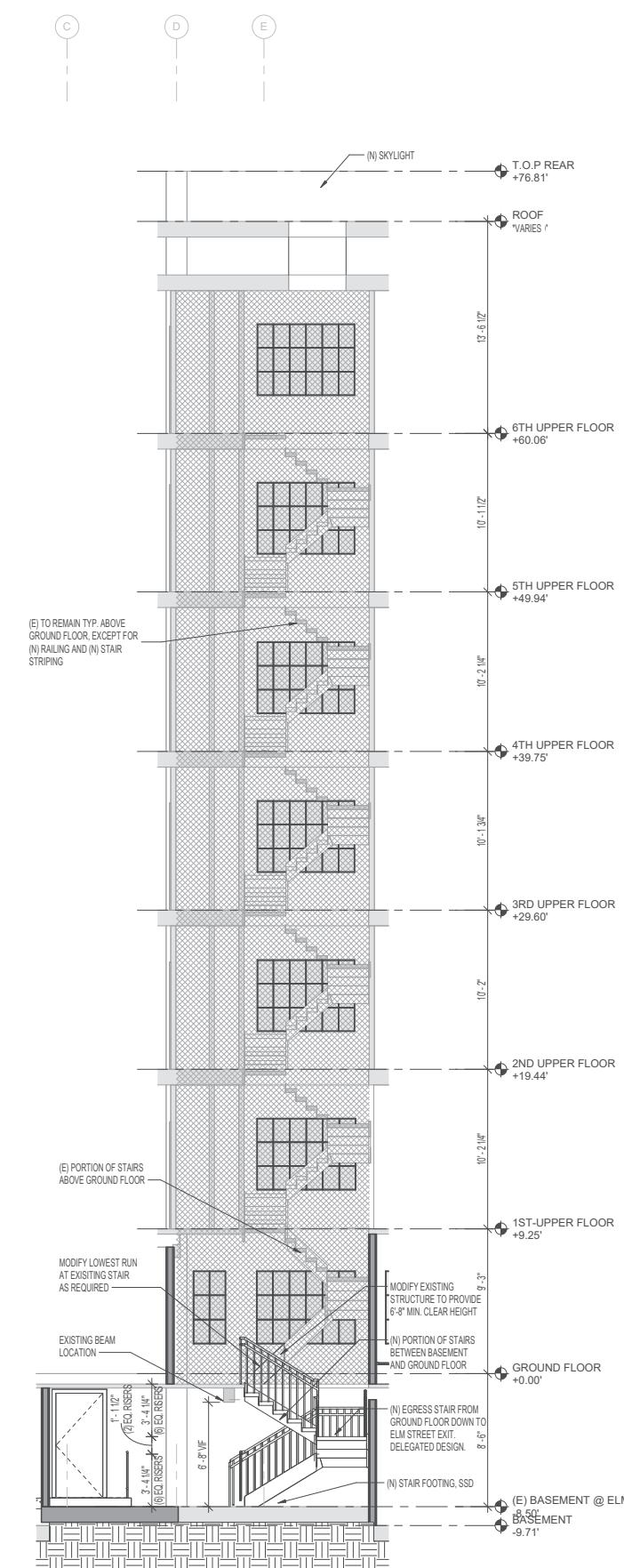
6 RAMP - SECTION
A4941 SCALE: 1/4" = 11.0"

A481



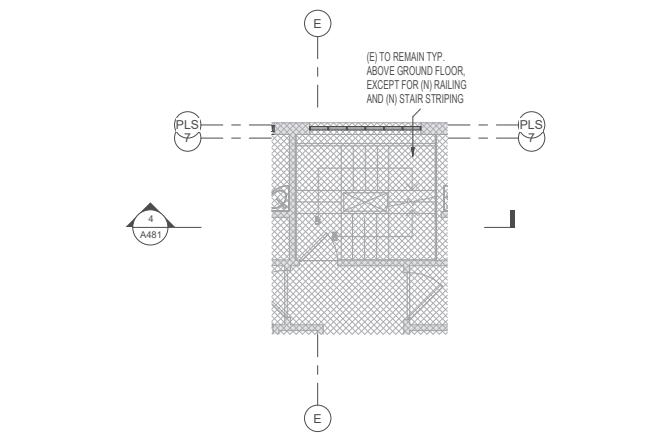
5 RAMP ENLARGED PLAN - GROUND FLOOR

A481 SCALE: 1/4" = 1'



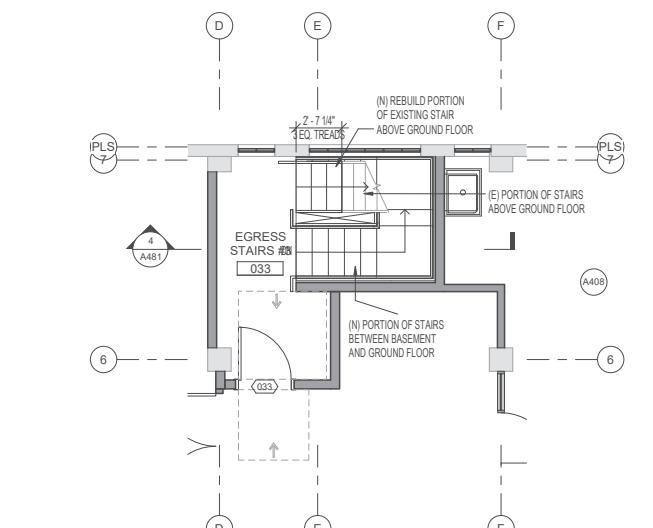
4 STAIR 3 - SECTION

A481 SCALE:



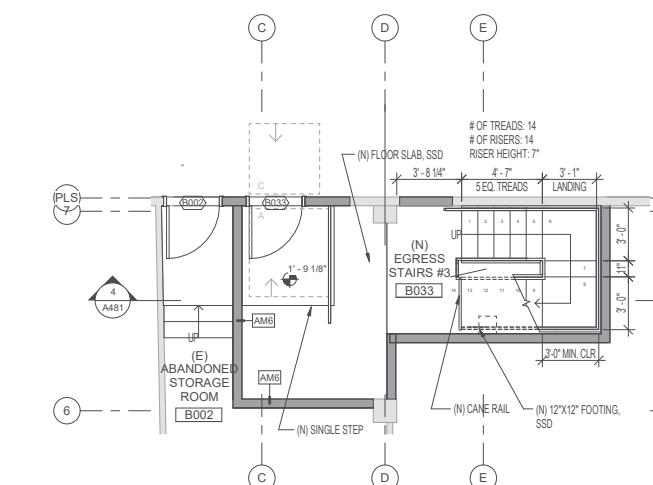
3 STAIR3 1ST-5TH FLOOR ENLARGED PLAN
A481 SCALE: 1/4" = 1'-0"

A481 SCAL



2 STAIR3 GROUND FLOOR ENLARGED PLAN
A481 SCALE: 1/4" = 1'-0"

A481 SCAL



1 STAIR3 BASEMENT ENLARGED PLAN

A481 SCAI

EGRESS SHEET NOTES:

- EXISTING WALLS/ OPENINGS TO BE RETAINED AT FIRE PARTITIONS AND FIRE BARRIER LOCATIONS UNLESS OCCUPANCY TYPE CHANGES AT EITHER SIDE. (CEBC 302.3)
- EXISTING MATERIALS TO BE RETAINED AS REPAIR WORK. (CEBC 302.3)
- NEW & REPLACEMENT MATERIALS SHALL COMPLY WITH CURRENT CODE (CEBC 302.4)
- ROOF: UNCOUPLED
- ALL REED SHAFTS 2-HOUR RATED PER CBC SECTION 713.
- FIRE SEPARATION REQUIREMENTS ARE SHOWN FOR (N) PARTITIONS ONLY. FIRE SEPARATION REQUIREMENTS FOR (E) PARTITIONS ARE NOT SHOWN.

OCCUPANCY:

PER CBC CHAPTER 3

KEYNOTES

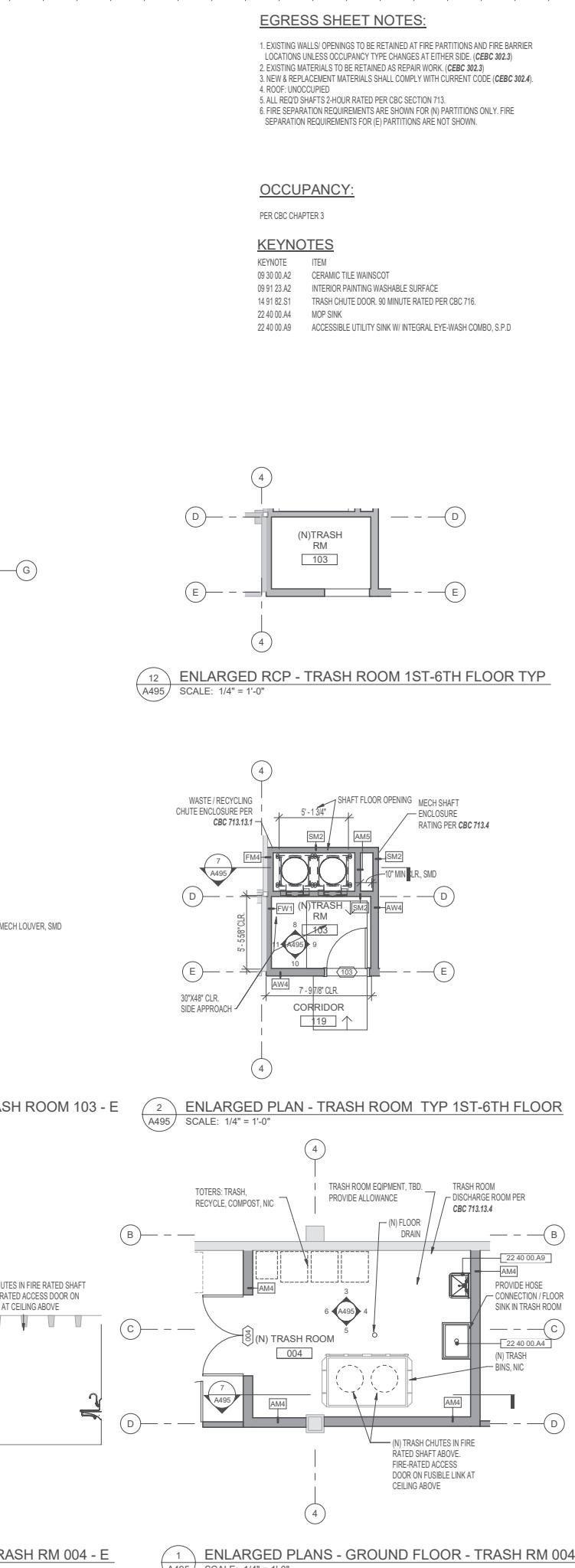
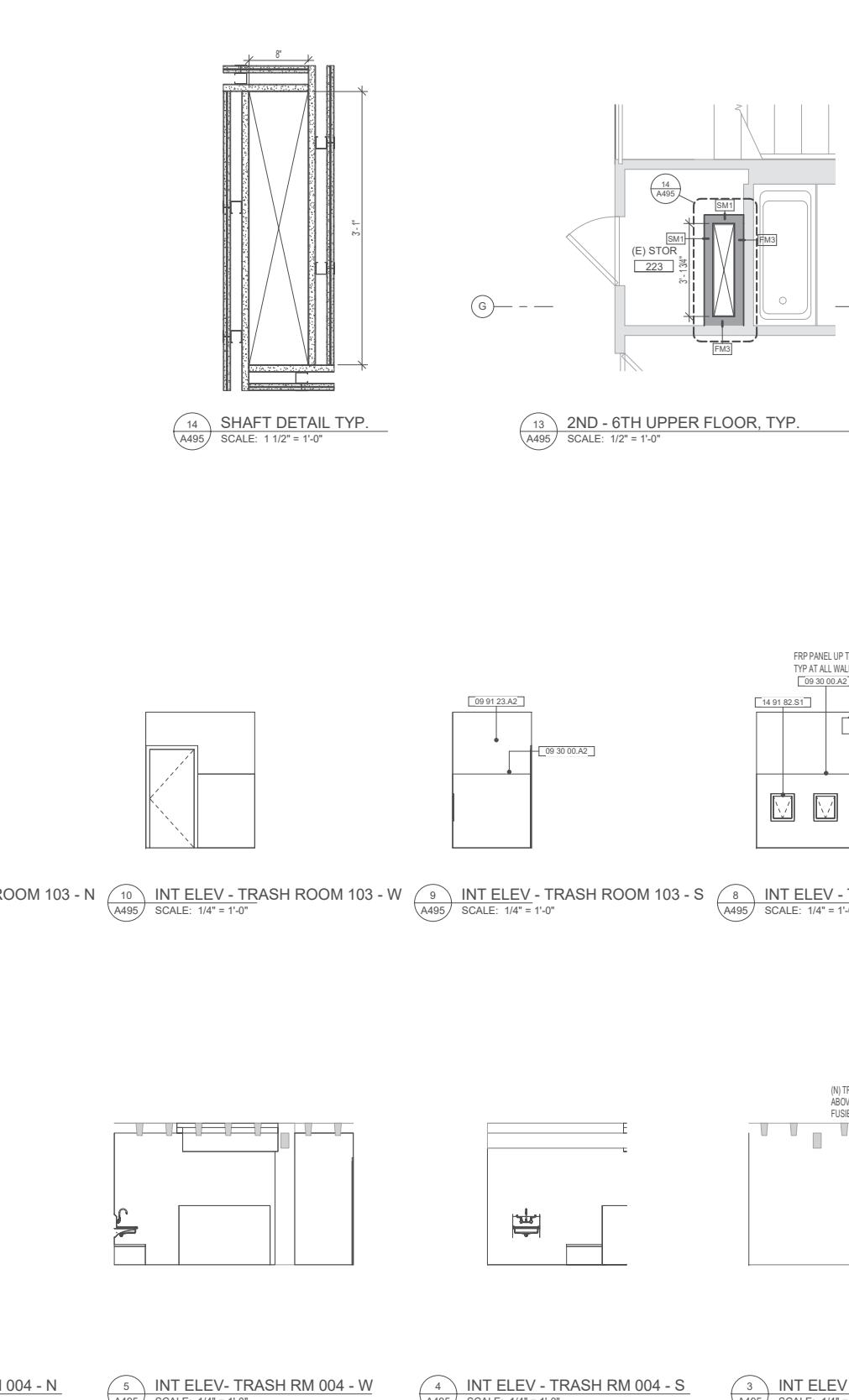
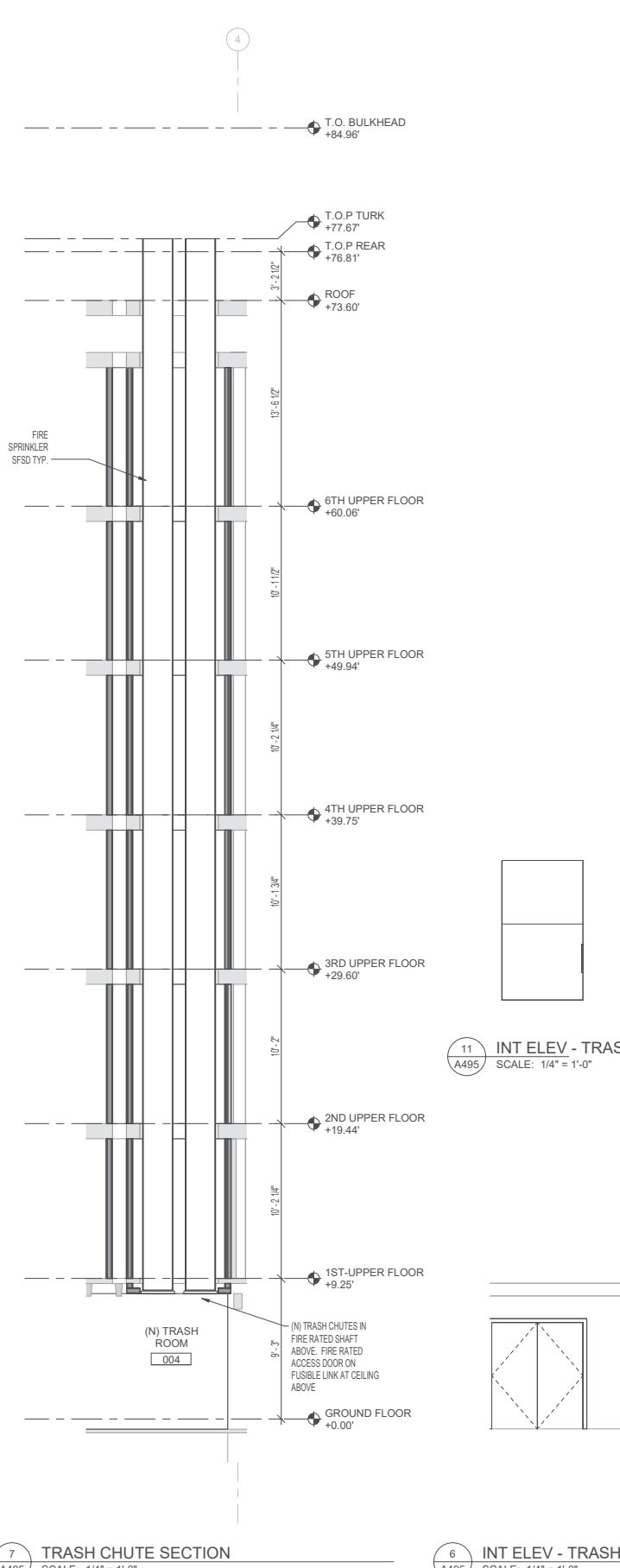
KEYNOTE	ITEM
09 30 02 A2	CERAMIC TILE WAINSCOT
09 91 23 A2	INTERIOR PAINTING WASHABLE SURFACE
14 91 23 S1	TRASH CHUTE DOOR: 90 MINUTE RATED PER CBC 716.
22 40 00 A44	MOP SINK
22 40 00 A9	ACCESSIBLE UTILITY SINK W/ INTEGRAL EYE-WASH COMBO, S.P.D.

835 TURK STREET

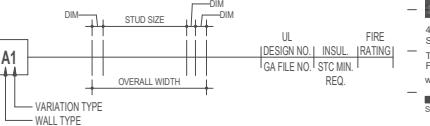
ISSUE INFORMATION
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 No. Description Date
 1 SF Planning 03.19.2025

PLOT DATE: 12/18/2024
 PROJECT NO: 2305
 PHASE: PREPARED BY: Author
 SCALE: As indicated
 Sheet Title: TRASH ROOMS &
 CHUTE & ENLARGED
 MECH SHAFT PLANS &
 SECTIONS
 Sheet No.: A495

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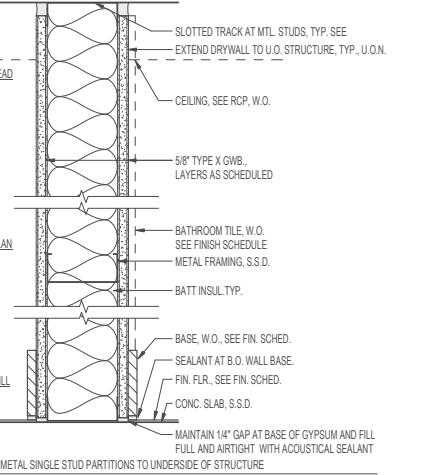
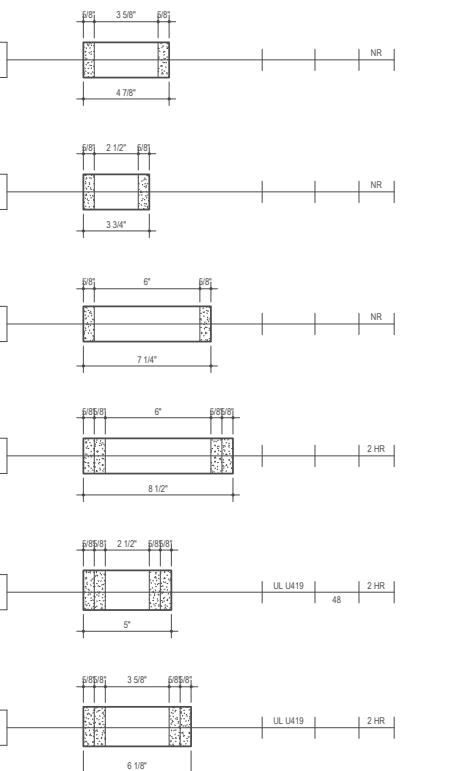
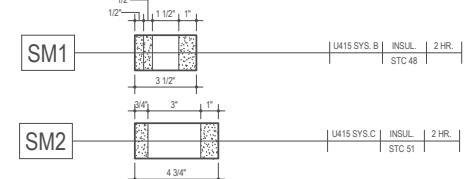
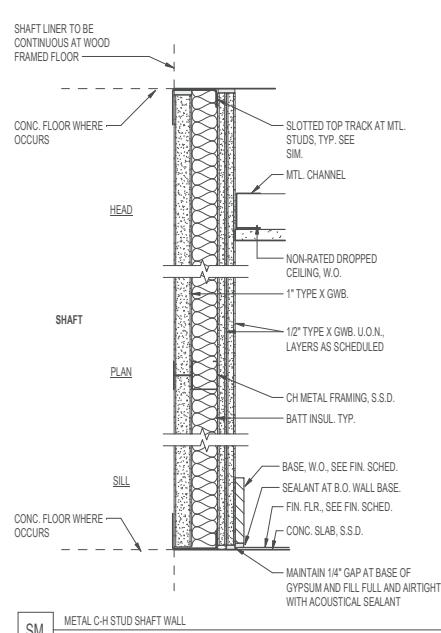
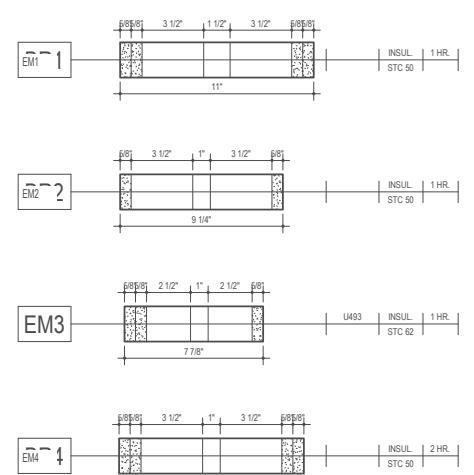
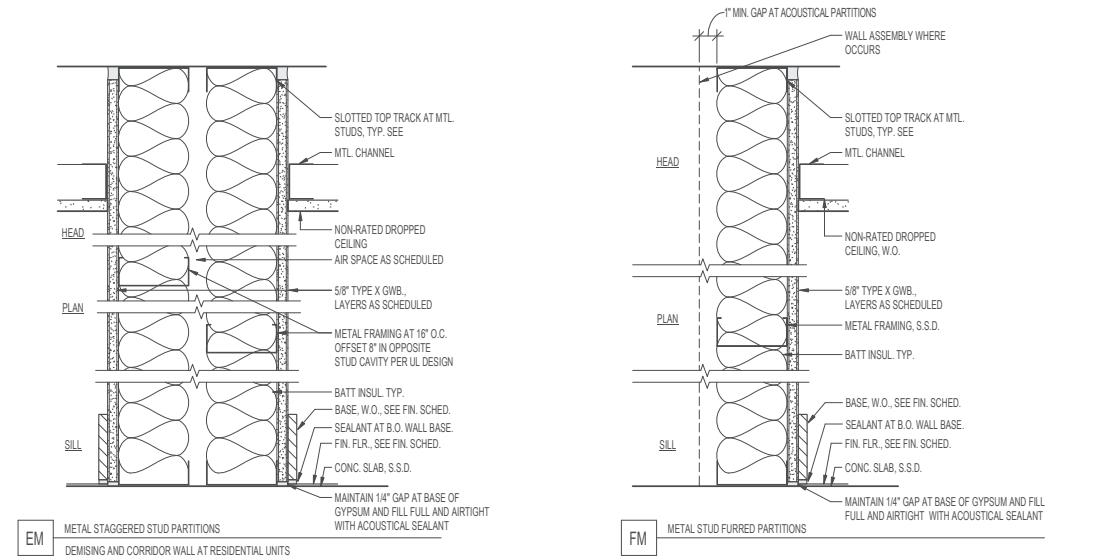


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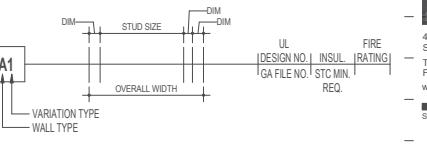


SHEET NOTES:

- REFER TO FLOOR PLANS FOR PARTITION TYPE LOCATIONS.
- SEE 0.51 - 60.59 FOR 1 HR, 2 HR, AND 3 HR FIRE RATED PARTITION LOCATIONS.
- STRUCTURAL FRAMING, S.S.D. FOR FRAMING DIMENSIONS, SPACING, DETAILS AND SCHEDULES. VERIFY ALL STUD SIZES SHOWN ON PARTITION SCHEDULE WI STRUCTURAL PLANS & DETAILS.
- FOR FIRST FLOOR NON-STRUCTURAL LIGHT GA. METAL STUDS.
- A. L/20 MAX ALLOWABLE DEFLECTION
- STUD SPACING TO BE 16 O.C. TYP. U.O.N. S.D.
- ALL STUD PARTITIONS ARE TO EXTEND TO UNDERSIDE OF STRUCTURE, UNLESS OTHERWISE NOTED.
- PROVIDE BACKING TO SUPPORT ALL ITEMS MOUNTED TO WALLS. SEE DETAILS.
- FOR WOOD STUD WALLS, PROVIDE GRAB BAR BACKING PER SHEET A1.41.
- J.R TYPE NON-ACOUSTICAL NON-LOAD-BEARING WALLS ARE NOT REQUIRED TO BE 1 HR RATED, S.S.D. TYP.
10. 'GY' BD. & 'GWB' TO BE TYPE "X" AT ALL LOCATIONS, U.O.N.
11. FIRE-RATED ASSEMBLY NOTES REFER TO THE FOLLOWING REFERENCES:
 A. GA FILE NO. - GYPSUM ASSOCIATION 'FIRE RESISTANCE DESIGN MANUAL' 22ND EDITION
 B. CBC TABLE 721.1(1)-B - 2019 CALIFORNIA BUILDING CODE 'RATED FIRE-RESISTIVE PERIODS FOR VARIOUS WALLS & PARTITIONS'
 C. UL DESIGN NO. - UNDERWRITERS LABORATORIES INC.'FIRE RESISTANCE, VOL. 1' (CURRENT VOLUME)
12. FOR PARTITIONS WITH TILE FINISH, SEE 2020 TILE HANDBOOK - TILE COUNCIL OF NORTH AMERICA
13. ALL FIRE RESISTIVE ASSEMBLIES SHALL BE CONSTRUCTED IN COMPLIANCE WITH TESTING REQUIREMENTS AND MANUFACTURER'S RECOMMENDATIONS FOR CONDITIONS AS REQUIRED. CONSTRUCTION OF ALL SYSTEMS WILL BE EQUAL TO THAT OF TESTED ASSEMBLY. PROVIDE FIRE SAFING AND CAULKING AS REQUIRED AT ALL ASSEMBLY TERMINATIONS AND PENETRATIONS. FIRE-RATED ACOUSTICAL SEALANT TO BE USED AT SOUND AND FIRE-RATED CONDITIONS AT ALL JOINTS AND PERIMETER GAPS OF SOUND-RATED CONSTRUCTIONS (E.G. PARTITIONS AND DECKING WALLS), AND AT THE INTERSECTION BETWEEN THE WALL AND THE RESILIENTLY MOUNTED GYPSUM BOARD CEILING.
14. SEE GYPSUM ASSOCIATION 'FIRE RESISTANCE DESIGN MANUAL' GENERAL NOTES:
 A. #10 REGARDING THE USE OF WATER-RESISTANT GYRATED ASSEMBLIES
 B. #11 REGARDING ADDED INSULATION TO REFERENCED ASSEMBLIES
 C. #25 - 27 REGARDING ADDITIONAL GYRATED OR WOOD STRUCTURAL PANELS ADDED TO REFERENCED ASSEMBLIES
15. ALL WALLS TO BE SOUND-RATED CONSTRUCTION, TYP. U.O.N. FOR WALLS NOTED AS NON ACOUSTICAL 'NON-ACOUS.' ON WALL TYPE ASSEMBLY, ALL INTERIOR WALLS WITH INSULATION ARE TO BE CONSIDERED ACOUSTICALLY RATED. ALL ACOUSTICALLY RATED WALLS SHALL PROVIDE STC 50 (MIN).
16. PROVIDE ACOUSTIC CAULK AT ACOUSTICALLY RATED WALLS.
17. BATT INSULATION AND CONTINUOUS ACOUSTICAL SEALANT AT SILL, HEAD AND ALL INTERSECTING SURFACES (HEAD BACK 1/4" TYP. FROM INTERSECTING SURFACES) AT PARTITIONS TO BE PROVIDED FOR ALL SOUND-RATED CONSTRUCTION, TYP. U.O.N.
18. TAPE, BEAD, AND FINISH ALL DRYWALL CORNERS AND JOINTS READY FOR FINISH.
19. DRYWALL CONSTRUCTION SHALL PROVIDE CONTINUOUS CAULKING AT ALL DUCT, PIPE, AND CONDUIT PENETRATIONS THROUGH ASSEMBLIES REQUIRING RATING FOR FIRE OR ACOUSTICAL SEPARATION AS SHOWN ON DRAWINGS. SEE PLUMBING DRAWINGS FOR ADDITIONAL REQUIREMENTS.
20. PROVIDE PEST CONTROL POWDER IN ENTIRE INTERIOR CAVITY OF WALLS.
21. DAMP INT LOCATIONS, INCL. RESTROOMS, BATHROOMS, TUB SHOWER SURROUND, ALL SHAFT INTERIORS AND JANITOR CLOSETS: PROVIDE TYPE X MOISTURE RESISTANT G.W.B.
22. INT. TILE LOCATIONS: WATER-RESISTANT GYPSUM BACKING BOARD.



SYMBOL:



SHEET NOTES:

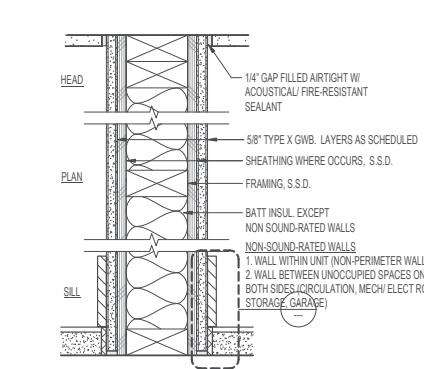
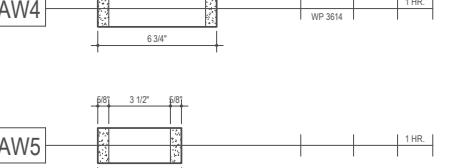
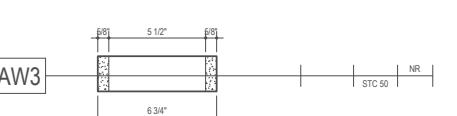
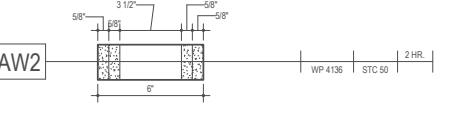
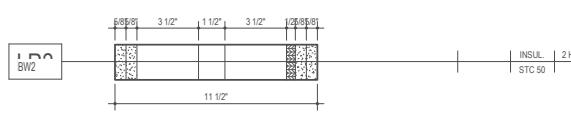
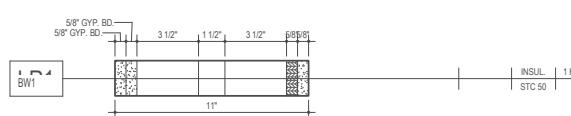
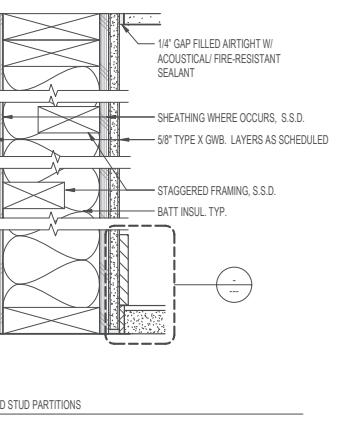
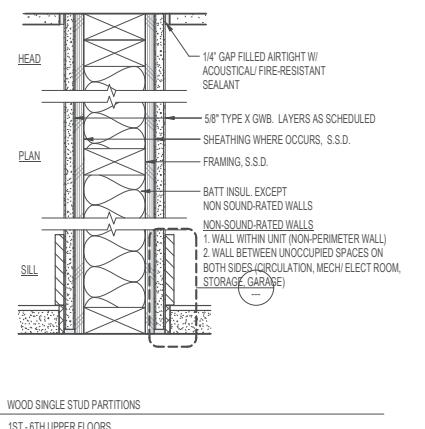
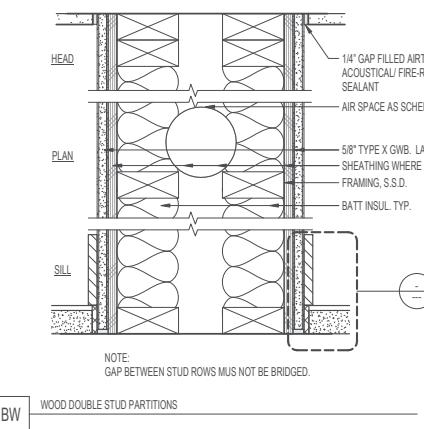
- REFER TO FLOOR PLANS FOR PARTITION TYPE LOCATIONS.
- SEE 60.31-60.39 FOR 1-HR, 2-HR, AND 3-HR FIRE RATED PARTITION LOCATIONS.
- STRUCTURAL FRAMING: S.S.D. FOR FRAMING DIMENSIONS, SPACING, DETAILS AND SCHEDULES. VERIFY ALL STUD SIZES SHOWN ON PARTITION SCHEDULE WI STRUCTURAL PLANS & DETAILS.
- FOR FIRST FLOOR NON-STRUCTURAL LIGHT GA. METAL STUDS: A. L20 MAX ALLOWABLE DEFLECTION
- STUD SPACING TO BE 16 O.C. TYP. U.O.N.
- ALL STUD PARTITIONS ARE TO EXTEND TO UNDERSIDE OF STRUCTURE, UNLESS OTHERWISE NOTED.
- PROVIDE BACKING TO SUPPORT ALL ITEMS MOUNTED TO WALLS. SEE DETAILS.
- FOR WOOD STUD WALLS, PROVIDE GRAB BAR BACKING PER SHEET A1.41.
- JR TYPE NON-ACOUSTICAL NON-LOAD-BEARING WALLS ARE NOT REQUIRED TO BE 1 HR RATED. S.S.D. TYP.
- GYP BD & G.W.B. TO BE TYPE "X" AT ALL LOCATIONS. U.O.N.
- FIRE RATED ASSEMBLY NOTES REFER TO THE FOLLOWING REFERENCES:

 - A. GA FILE NO. - GYPSUM ASSOCIATION "FIRE RESISTANCE DESIGN MANUAL" 22ND EDITION
 - B. CBC TABLE 721.1(1)-B - 2019 CALIFORNIA BUILDING CODE/ "RATED FIRE-RESISTIVE PERIODS FOR VARIOUS WALLS & PARTITIONS"
 - C. UL DESIGN NO. - UNDERWRITERS LABORATORIES INC. "FIRE RESISTANCE, VOL. 1" (CURRENT VOLUME)

- FOR PARTITIONS WITH TILE FINISH, SEE 2020 TILE HANDBOOK - TILE COUNCIL OF NORTH AMERICA
- ALL FIRE RESISTIVE ASSEMBLIES SHALL BE CONSTRUCTED IN COMPLIANCE WITH TESTING REQUIREMENTS AND MANUFACTURER'S RECOMMENDATIONS FOR CONDITIONS AS REQUIRED. CONSTRUCTION OF ALL SYSTEMS WILL BE EQUAL TO THAT OF TESTED ASSEMBLY. PROVIDE FIRE SAFING AND CAULKING AS REQUIRED AT ALL ASSEMBLY TERMINATIONS AND PENETRATIONS. FIRE-RATED ACOUSTICAL SEALANT TO BE USED AT SOUND AND FIRE-RATED CONDITIONS AT ALL JOINTS AS PERIMETER GAPS OF SOUND-RATED CONSTRUCTIONS (E.G. PARTITION AND DECKING WALLS), AND AT THE INTERSECTION BETWEEN THE WALL AND THE RESILIENTLY MOUNTED GYPSUM BOARD CEILING.
- SEE GYPSUM ASSOCIATION 22ND EDITION "FIRE RESISTANCE DESIGN MANUAL" GENERAL NOTES:

 - A. #10 REGARDING THE USE OF WATER-RESISTANT GYP AT RATED ASSEMBLIES
 - B. #11 REGARDING ADDED INSULATION TO REFERENCED ASSEMBLIES
 - C. #25-27 REGARDING ADDITIONAL GYP BD OR WOOD STRUCTURAL PANELS ADDED TO REFERENCED ASSEMBLIES

- ALL WALLS TO BE SOUND-RATED CONSTRUCTION, TYP. U.O.N. FOR WALLS NOTED AS NON ACOUSTICAL "NON-ACOUS." ON WALL TYPE ASSEMBLY, ALL INTERIOR WALLS WITH INSULATION ARE TO BE CONSIDERED ACOUSTICALLY RATED. ALL ACOUSTICALLY RATED WALLS SHALL PROVIDE STC 50 (MIN).
- PROVIDE ACOUSTIC CAULK AT ACOUSTICALLY RATED WALLS.
- BATT INSULATION AND CONTINUOUS ACOUSTICAL SEALANT AT SILL, HEAD AND ALL INTERSECTING SURFACES (HELD BACK $\frac{1}{4}$ " TYP. FROM INTERSECTING SURFACES) AT PARTITIONS TO BE PROVIDED FOR ALL SOUND-RATED CONSTRUCTION, TYP. U.O.N.
- DRYWALL CONSTRUCTION SHALL PROVIDE CONTINUOUS CAULKING AT ALL DUCT, PIPE, AND CONDUIT PENETRATIONS THROUGH ASSEMBLIES REQUIRING RATING FOR FIRE OR ACOUSTICAL SEPARATION AS SHOWN ON DRAWINGS. SEE PLUMBING DRAWINGS FOR ADDITIONAL REQUIREMENTS.
- PROVIDE PEST CONTROL POWDER IN ENTIRE INTERIOR CAVITY OF WALLS.
- DAMP INT. LOCATIONS, INCL. RESTROOMS, BATHROOMS, TUB/SHOWER SURROUND, ALL SHAFT INTERIORS AND JANITOR CLOSETS: PROVIDE TYPE X MOISTURE RESISTANT G.W.B.
- INT. TILE LOCATIONS: WATER-RESISTANT GYPSUM BACKING BOARD.



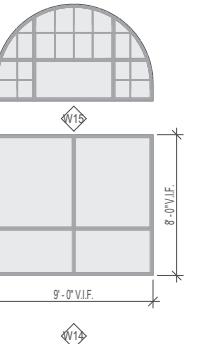
PLOT DATE: 12/18/2024
PROJECT NO: 2305
PHASE:
PREPARED BY: Author
SCALE: 3' = 1'-0"

Sheet Title: INTERIOR PARTITION TYPES - WOOD

Sheet No.: A511

Copyright 2024 © Software Design Partners, Inc.

Window Schedule						
Type Mark	TYPE	SIZE		ROUGH OPENING		COMMENTS
		HEIGHT	WIDTH	HEIGHT	WIDTH	
G14	48"	5'-2"	4'-8"			
G20	C1-3'3"	4'-8"	3'-3"			
G26	9'2"	4'-8"	9'-2"			
V10	48" x 42"	5'-11"	6'-11 1/2"	5'-11 1/2"	7'-0"	
V11	C1-3'6" x 5'11"	5'-11"	3'-5 3/4"			
V12	C1-3'5"	6'-0"	3'-5"			
V13	C1-2'0"	4'-0"	2'-0"			
V14	C1-3'2"	4'-7"	3'-2"			
V15	C1-3'11" x 6'0"	6'-0"	3'-11"			
V16	C1-3'11" x 2'11"	2'-11"	3'-11"			
W10	3'5"	5'-11"	3'-5"			
W11	Z11"	5'-11"	2'-11"			
W12	C1-2'9 1/2" x 5'6"	5'-8"	3'-4"			
W13	2'10"	5'-8"	2'-10"			

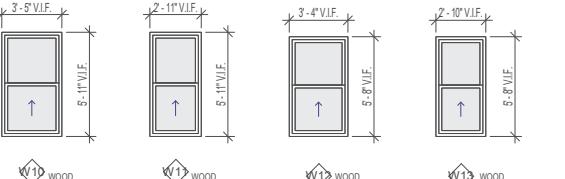


EXTERIOR HISTORICAL
WOOD WINDOW
NORTH FAÇADE

ADD ALTERNATE: REPLACE EXISTING
STOREFRONT IN KIND

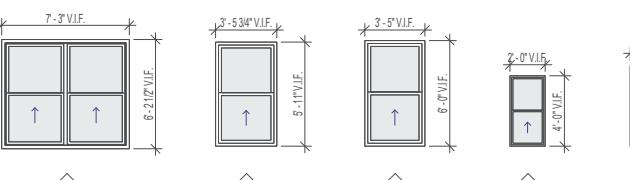
2 WINDOW TYPES - STOREFRONT

A620



EXTERIOR HISTORICAL
WOOD WINDOW
2ND - 5TH UPPER FLOORS
NORTH FAÇADE

EXTERIOR HISTORICAL
WOOD WINDOW
6TH UPPER FLOOR
NORTH FAÇADE

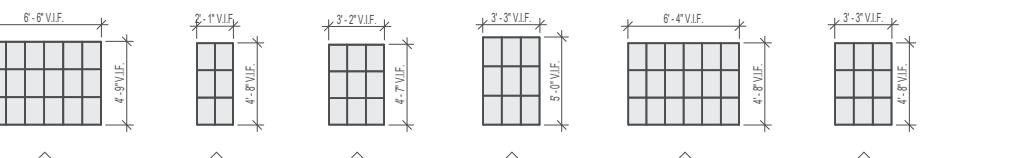


EXTERIOR VINYL WINDOW
2ND - 6TH UPPER FLOOR
EAST/WEST FAÇADE

EXTERIOR VINYL WINDOW
2ND - 6TH UPPER FLOOR
SOUTH FAÇADE

EXTERIOR VINYL WINDOW
BASEMENT
SOUTH FAÇADE

EXTERIOR VINYL WINDOW
1ST - 6TH UPPER FLOOR
SOUTH FAÇADE



EXTERIOR STEEL WINDOW
GROUND - 6TH UPPER FLOOR
SOUTH FAÇADE

EXTERIOR STEEL WINDOW
GROUND FLOOR
SOUTH FAÇADE

EXTERIOR STEEL WINDOW
GROUND FLOOR
WEST/EAST FAÇADE

EXTERIOR STEEL WINDOW
GROUND FLOOR
WEST FAÇADE

EXTERIOR STEEL WINDOW
GROUND FLOOR
EAST FAÇADE

1 WINDOW TYPES

A620

835 TURK STREET

ISSUE INFORMATION
Issued For:
SF PLANNING APPLICATION
03.19.2025
No. Description Date
1 SF Planning 03.19.2025

PLOT DATE: 12/18/2024
PROJECT NO: 2305
PHASE:
PREPARED BY:
SCALE:

Sheet Title:

FINISH SCHEDULE

Sheet No.:

A640

FINISH SCHEDULE										
ROOM NUMBER	LOCATION	FLOOR		WALL		OPENINGS		CEILING		REMARKS
		FLOORING	WALL BASE	FINISH 1	FINISH 2	CASEWORK	DOOR	WINDOW	FINISH 1	FINISH 2
BASEMENT										
B033	(N) EGRESS STAIRS #3	CONC	RB-10	PT-10						
GROUND FLOOR										
002	(N) HALLWAY	-	WB-10	PT-10						
003	(N) DEBUG ROOM	EXP-10	NB	FRP-10						
004	(N) TRASH ROOM	EXP-10	NB	FRP-10						
005	(N) STAFF BREAK ROOM	LVT-10	WB-10	PT-10	PT-11(Accent)					
006	(N) STAFF BREAK ROOM	CPT-10	WB-10	PT-10	PT-12(Accent)					
007	(N) MAINTENANCE OFFICE	-	RB-10	PT-10						
008	(N) LAUNDRY	LVT-11	RB-10	FRP-10	PT-13(Accent)	PLAM-1				
009	(N) OFFICE / MEETING ROOM	CPT-10	WB-10	PT-10	PT-12(Accent)					
010	(N) COMMON SPACE	LVT-10	WB-10	PT-10						
011	(N) RESTRM	CT-10	-	CT-10						
012	(N) RESTRM	CT-10	-	CT-10						
013	(N) STORAGE	-	RB-10	PT-10						
1ST-UPPER FLOOR										
101	KITCHEN / DINING / LOUNGE	RB-11	PT-3							(CURRENT USE COMMON SPACE)
103	(N) TRASH RM	LVT-1	RB-10	PT-1						
104	(N) SRO MOBILITY UNIT	VP-1	WB-1	PT-2						MOB
115	(E) 1BR MANAGER'S UNIT	VP-1	WB-1	PT-2						MOB

SRO MOBILITY UNIT - FINISH SCHEDULE										
ROOM NUMBER	LOCATION	FLOOR		WALL		OPENINGS		CEILING		REMARKS
		FLOORING	WALL BASE	FINISH 1	FINISH 2	CASEWORK	DOOR	WINDOW	FINISH 1	FINISH 2
SRO MOBILITY UNIT										
SRO MOBILITY UNIT	VP-1	RB-1	PT-1			PT-2		PT-1		
BATH	CT-1	CT-1	PT-1	OP-1		PT-2		PT-1		
TRASH ROOM	LVT-1	RB-2	PT-1			PT-2		PT-1		

INTERIOR FINISHES - LEGEND										
SPEC	CATEGORY	ABBREV.	FINISH DESCRIPTION	MFR	STYLE, COLOR, ETC.	SIZE	COMMENT			
CARPET	CARPET	CPT-10	CARPET TILE, LOW PILE	FLOTEX	FORBO, TBD					
CAST POLYMER	CAST POLYMER	CP-1	TUB SURROUND	SWANSTONE	TBD					
CERAMIC TILE	CERAMIC TILE	CT-1	CERAMIC TILE	DALTILE	TBD					
	CERAMIC TILE	CT-10	CERAMIC TILE	DALTILE	TBD					
CONCRETE	CONCRETE	CONC-1								
EPOXY FLOORING	EPOXY FLOORING	EPX-10		DEX-O-TEX	TBD					
FRP WALL PANEL	FRP WALL PANEL	FRP-1	FRP WALL PANEL-TBD	MARLITE	INDURO(TM) HPL-FACED FRP					
06 64 13	FRP WALL PANEL	FRP-2	FRP WALL PANEL-TBD	MARLITE	INDURO(TM) HPL-FACED FRP					
LUXURY VINYL COMPOSITE TILE FLOORING										
086600.A1	LUXURY VINYL COMPOSITE TILE FLOORING	LV-10	LUXURY VINYL TILE	PATCRAFT	TBD					
086600.A2	LUXURY VINYL COMPOSITE TILE FLOORING	LV-1	LUXURY VINYL TILE	PATCRAFT	TBD					
	LUXURY VINYL COMPOSITE TILE FLOORING	LV-2	LUXURY VINYL TILE	PATCRAFT	TBD					
PAINT										
	PAINT	PT-1	EGGSHELL	SHERWIN WILLIAMS	TBD					
	PAINT	PT-2	SEM-GLOSS	SHERWIN WILLIAMS	TBD					
	PAINT	PT-5	EGGSHELL	SHERWIN WILLIAMS	TBD					
	PAINT	PT-10	EGGSHELL	SHERWIN WILLIAMS	TBD					
PLASTIC LAMINATE										
	PLASTIC LAMINATE	PLAM-10	WHITE		TBD					
RESILIENT BASE										
	RESILIENT BASE	RB-1	RESILIENT BASE	ROPPE	TBD		4" TALL			
	RESILIENT BASE	RB-10	RESILIENT BASE	ROPPE	TBD					
SHET VINYLRUBBER										
	SHET VINYLRUBBER	SV-1	TBD	MONDO	GRANITO		INTEGRAL FLASH COVE, 6"			
TRANSITION STRIP										
	TRANSITION STRIP	TS-20		ROPPE	TBD					
VINYL PLANK FLOORING										
	VINYL PLANK FLOORING	VP-1		PATCRAFT	TREELINE ACOUSTICAL, TBD		7" X 47"			
WOOD BASE										
	WOOD BASE	WB-1	MDF BASEBOARD, PAINTED	FORMICA	BASEBOARD, SQUARE EDGE	4" TALL	MATCH WALL COLOR			
	WOOD BASE	WB-10	MDF BASEBOARD, PAINTED	FORMICA	BASEBOARD, SQUARE EDGE	6" TALL				

PLOT DATE: 12/18/2024
PROJECT NO: 2305
PHASE:
PREPARED BY:
SCALE:
Sheet Title:
Sheet No.:

FINISH SCHEDULE

Sheet No.:

A640

President, District 8
BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689
Tel. No. 554-6968
Fax No. 554-5163
TDD/TTY No. 544-5227

RAFAEL MANDELMAN

PRESIDENTIAL ACTION

Date: 12/1/25

To: Angela Calvillo, Clerk of the Board of Supervisors

Madam Clerk,

Pursuant to Board Rules, I am hereby:

Waiving 30-Day Rule (Board Rule No. 3.23)

File No. _____ (Primary Sponsor)

Title. _____

Transferring (Board Rule No 3.3)

File No. _____ (Primary Sponsor)

Title. _____

From: _____ Committee

To: _____ Committee

Assigning Temporary Committee Appointment (Board Rule No. 3.1)

Supervisor: Mahmood Replacing Supervisor: _____

For: 12/3/25 Budget & Finance Meeting
(Date) (Committee)

Start Time: _____ End Time: _____

Temporary Assignment: Partial Full Meeting

A handwritten signature in black ink, appearing to read "Rafael Mandelman".

Rafael Mandelman, President
Board of Supervisors

President, District 8
BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689
Tel. No. 554-6968
Fax No. 554-5163
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RAFAEL MANDELMAN

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Date: 12/1/25

To: Angela Calvillo, Clerk of the Board of Supervisors

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Waiving 30-Day Rule (Board Rule No. 3.23)

File No. _____ (Primary Sponsor)

Title. _____

Transferring (Board Rule No 3.3)

File No. _____ (Primary Sponsor)

Title. _____

From: _____ Committee

To: _____ Committee

Assigning Temporary Committee Appointment (Board Rule No. 3.1)

Supervisor: Sauter _____ Replacing Supervisor: Dorsey _____

For: 12/3/25 _____ Budget & Finance _____ Meeting
(Date) (Committee)

Start Time: _____ End Time: _____

Temporary Assignment: Partial Full Meeting

A handwritten signature in black ink, appearing to read "Rafael Mandelman".

Rafael Mandelman, President
Board of Supervisors



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102
 Phone: 415.252.3100 . Fax: 415.252.3112
ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 251155

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)
 A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION	
TYPE OF FILING	DATE OF ORIGINAL FILING <i>(for amendment only)</i>
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD	
OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT	
NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
Office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT	
NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Dylan Schneider	628.652.7742
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
HOM	dylan.schneider@sfgov.org
Homelessness and Supportive Housing	

5. CONTRACTOR	
NAME OF CONTRACTOR 835 Turk LLC	TELEPHONE NUMBER 415-734-3310
STREET ADDRESS (including City, State and Zip Code) 320 13th Street, 2nd Floor, Oakland CA 94612	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 251155
DESCRIPTION OF AMOUNT OF CONTRACT \$1 Annual Base Rent		
NATURE OF THE CONTRACT (Please describe) Ground Lease for real property owned by the City located at 835 Turk Street with 835 Turk LLC for a lease term of 55 years and total rent not to exceed \$1.00 ("Ground Lease") in order to rehabilitate and operate a 100% permanent supportive housing, 106-unit multifamily rental housing development affordable to very low-income households.		

7. COMMENTS	

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Good / Five Keys	Steve	CEO
2	West / Five Keys	Antonette	CFO
3	Graham / Five Keys	Elyse	COO
4	Eaton / Five Keys	Tijanna	Board of Directors
5	Schwartz / Five Keys	Sunny	Board of Directors
6	Ginorio / Five Keys	Della	Board of Directors
7	Miyamoto / Five Keys	Paul	Board of Directors
8	Home / Five Keys	Freya	Board of Directors
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9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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9. AFFILIATES AND SUBCONTRACTORS

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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
39			
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49			
50			
<input type="checkbox"/>	Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.		

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK	DATE SIGNED
BOS Clerk of the Board	



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102
 Phone: 415.252.3100 . Fax: 415.252.3112
ethics.commission@sfgov.org . www.sfethics.org

Received On:

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Notification of Contract Approval

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1. FILING INFORMATION	
TYPE OF FILING	DATE OF ORIGINAL FILING <i>(for amendment only)</i>
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD	
OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT	
NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
Office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT	
NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Lakessa Scott	628-652-5935
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
MOH	Lakessa.scott@sfgov.org
Mayor's Office of Housing and Community	

5. CONTRACTOR	
NAME OF CONTRACTOR 835 Turk LLC	TELEPHONE NUMBER 415-734-3310
STREET ADDRESS (including City, State and Zip Code) 320 13th Street, 2nd Floor, Oakland CA 94612	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 251155
DESCRIPTION OF AMOUNT OF CONTRACT \$26,651,907		
NATURE OF THE CONTRACT (Please describe) The City is providing a loan in the amount of \$26,651,907 to 835 Turk LLC to support the rehabilitation of the property into 106 units of Permanent Supportive Housing. This project is designed to serve individuals experiencing homelessness, with a priority for those who are chronically homeless or at risk of chronic homelessness and living with serious mental illness. As part of this financing, up to \$13,729,907 under the Homekey+ financing will be disbursed by the Mayor's Office of Housing and Community Development (MOHCD) as a grant to cover rehabilitation and associated relocation costs. The remaining \$12,922,000 in City funds includes \$9,629,000 from the 2020 General Obligation Bonds, and \$3,293,000 from Our City, Our Home (OCOH) funds. These funds will be administered by MOHCD to ensure the successful development of the permanent supportive housing at 835 Turk Street.		

7. COMMENTS	

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Good / Five Keys	Steve	CEO
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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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<input type="checkbox"/>	Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.		

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK	DATE SIGNED
BOS Clerk of the Board	

OFFICE OF THE MAYOR
SAN FRANCISCO



DANIEL LURIE
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Adam Thongsavat, Liaison to the Board of Supervisors
RE: Ground Lease and Loan and Grant Agreement - 835 Turk LLC - 835 Turk Street - 100%
Permanent Supportive Housing - \$1 Total Ground Lease Rent - Loan Not to Exceed \$12,922,000 -
Grant Not to Exceed \$13,729,907
DATE: November 18, 2025

Resolution 1) approving and authorizing the Director of Property and the Department of Homelessness and Supportive Housing ("HSH") to enter into a Ground Lease for real property owned by the City located at 835 Turk Street ("Property") with 835 Turk LLC for a lease term of 55 years and total rent not to exceed \$1.00 ("Ground Lease") in order to rehabilitate and operate a 100% permanent supportive housing, 106-unit multifamily rental housing development affordable to very low-income households, plus one manager's unit on the Property (the "Project"); 2) approving and authorizing the Mayor and the Director of the Mayor's Office of Housing and Community Development ("MOHCD") to enter into a Loan and Grant Agreement with 835 Turk LLC ("Loan and Grant Agreement") to finance the development and rehabilitation of the Project with a) a loan in an amount not to exceed \$12,922,000 for a minimum loan term of 55 years and b) a grant in an amount not to exceed \$13,729,907 from HCD Homekey+ funds; 3) adopting findings declaring that the Property is "exempt surplus land" pursuant to the California Surplus Lands Act; 4) determining that the less than market rent payable under the Ground Lease will serve a public purpose by providing affordable housing for low-income households in need, in accordance with Section 23.30 of the Administrative Code; 5) adopting findings that the Project and proposed transactions are consistent with the General Plan, and the eight priority policies of Planning Code, Section 101.1(b); and 6) authorizing the Director of Property, the Director of MOHCD, and/or the Executive Director of HSH, or their designees, to execute and make certain modifications to such agreements, as defined herein, and take certain actions in furtherance of this Resolution, as defined herein.

Should you have any questions, please contact Adam Thongsavat at adam.thongsavat@sfgov.org