

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement ("Amendment"), is made and entered into as of _____, 2025 ("Amendment Date") and between the TRANSBAY JOINT POWERS AUTHORITY, a joint powers authority created under California Government Code sections 6500 *et seq.* ("TJPA"), as lessor, and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City"), acting by and through the SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY (the "SFMTA"), as lessee, (each, a "Party" and collectively, the "Parties").

RECITALS

- A. The Transbay Joint Powers Authority, a joint powers authority created under California Government Code Sections 6500 *et seq.* ("TJPA"), developed a new transit center generally located at First and Mission Streets in the City and County of San Francisco ("Transit Center") which includes, but is not limited to, a Bus Deck Level, a Bus Plaza, and, in Phase II, an extension of the Caltrain commuter rail system and California High Speed Rail into the Transit Center (the "Property").
- B. Pursuant to a Transit Center Lease dated June 15, 2018 ("2018 Lease"), the SFMTA leases the Bus Plaza portion of the Transit Center (the "Bus Plaza") from the TJPA and has rights of ingress and egress across the Property to access the Bus Plaza. Consistent with the 2018 Lease, the SFMTA may accommodate additional carriers on the Bus Plaza. Unless otherwise stated to the contrary, all initially-capitalized, undefined terms in this Amendment shall have the meanings given to them in the 2018 Lease.
- C. Pursuant to a letter dated June 8, 2022, SFMTA exercised its right to extend the term of the 2018 Lease to July 13, 2023.

- D. Pursuant to a letter dated July 27, 2023, SFMTA exercised its right to extend the term of the 2018 Lease to July 13, 2024.
- E. Pursuant to a letter dated March 25, 2024, SFMTA exercised its right to extend the term of the 2018 Lease to July 13, 2025.
- F. The term of the 2018 Lease expired on July 13, 2025, and pursuant to Section 3 of the 2018 Lease, the SFMTA continued to lease the Bus Plaza on a month-to-month tenancy on the terms and conditions of the 2018 Lease.
- G. The Parties wish to extend the month-to-month term of the 2018 Lease on the terms of this Amendment, which was approved by the SFMTA Board of Directors through Resolution No. _____ and by City's Board of Supervisors through Resolution No. _____. The 2018 Lease, as amended by this Amendment, shall be referred to as the "Lease Agreement".

NOW, THEREFORE, in consideration of the covenants, conditions, and agreements set forth herein, the SFMTA and the TJPA agree as follows:

Section 1. Revised Commencement Date.

Section 2 of the 2018 Lease shall be deleted in its entirety and replaced with the following language:

"The SFMTA's lease and use of the Premises shall commence on July 13, 2019 (the "Commencement Date"). The SFMTA shall commence operations at the Premises on the Commencement Date."

Section 2. Revised Expiration Date.

The first paragraph of Section 3 of the 2018 Lease is deleted in its entirety and replaced with the following language:

“The Lease shall terminate on December 31, 2050 (“Termination Date”) unless earlier terminated pursuant to Section 8 below. The term of the Lease may be extended up to two (2) ten (10)-year periods by mutual written agreement of the Parties prior to any termination of the Lease (each, an “Extended Term”). Each Extended Term, if any, shall be on all of the terms and conditions contained in this Lease.”

Section 3. Budgeting Process, Early Termination.

The ninth, tenth, and eleventh sentences of Section 8, subpart D of the 2018 Lease shall be deleted in their entirety.

Section 4. Updates in San Francisco Municipal Code.

A. All initially-capitalized, undefined terms used in this subsection (A) shall have the meanings given to them in San Francisco Administrative Code Section 1.25, as may be amended. As of June 24, 2024, City’s agreements with Government Entities are exempted from San Francisco Municipal Code provisions that impose obligations or other restrictions on contractors. Accordingly, the Parties agree that Sections 39, 42, 43, 44, 45, 48 and 49 of the 2018 Lease are deleted in their entirety.

B. Section 22 of the Joint Powers Agreement forming the TJPA requires the TJPA to comply with all restrictions and requirements prohibiting discrimination of any kind in employment and contracting under San Francisco Administrative Code Sections 12B, 12C, and 12D, as amended from time to time. As of January 4, 2024, San Francisco Administrative Code Chapters 12B (Nondiscrimination in Contracts) and 12C (Nondiscrimination in Property Contracts) were redesignated as Articles 131 (Nondiscrimination in Contracts) and 132 (Nondiscrimination in Property Contracts) respectively, of the San Francisco Labor and Employment Code. All references to San Francisco Administrative Code Section 12B or Section

12C in the 2018 Lease shall accordingly be modified to refer to San Francisco Labor and Employment Code Articles 131 and 132 respectively.

Section 5. Governing Law.

This Amendment shall be deemed to have been made in, and be construed in accordance with, the laws of the State of California.

Section 6. Effective Date.

This Amendment shall become effective as of the Amendment Date once it is duly executed and exchanged by the Parties.

Section 7. Corporate Authority.

Each Party represents and warrants to the other that it has full right, authority, and capacity to execute and perform its obligations under this Amendment; the execution and delivery of this Amendment has been duly authorized by all requisite actions of the Party; this Amendment constitutes a valid, binding, and enforceable obligation of the Party; and neither the execution of this Amendment nor the consummation of this Amendment violates any agreement, contract, or other restriction to which the Party is bound.

Section 8. References.

No reference to this Amendment is necessary in any instrument or document at any time referring to the 2018 Lease. Any future reference to the 2018 Lease shall be deemed a reference to such document as amended hereby.

Section 9. Miscellaneous.

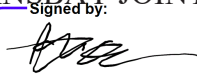
(a) Except as expressly modified herein, the terms, covenants and conditions of the 2018 Lease shall remain unmodified and in full force and effect. (b) The Lease Agreement constitutes the entire agreement of the Parties concerning the subject matter hereof, and supersedes and cancels

any and all previous negotiations, agreements, or understandings, if any, regarding the matters contained herein. (c) The execution of this Amendment shall not constitute a waiver of relinquishment of any rights that either Party may have relating to the 2018 Lease. (d) The Parties hereby ratify and confirm all of the provisions of the Lease Agreement. (e) Neither Party shall record this Amendment.

Executed as set forth below in the City and County of San Francisco.

Execution Date: 6/12/2025

TRANSBAY JOINT POWERS AUTHORITY

Signed by:
By: 
44233815C096443...
Adam Van de Water
Executive Director


Transbay Joint Powers Authority
Board of Directors

Resolution No: 25-020

Adopted: June 12, 2025

Attest: 
Secretary, TJPA Board of Directors

APPROVED AS TO FORM

DocuSigned by:
By: 
EC98216F05FA4DB...
TJPA Attorney

Execution Date: 6/12/2025

CITY AND COUNTY OF SAN FRANCISCO, ACTING
BY AND THROUGH ITS SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY

By: _____
Julie Kirschbaum
Director of Transportation

San Francisco Municipal Transportation Agency
Board of Directors

Resolution No: _____

Adopted: _____

Attest:

Secretary, SFMTA Board of Directors

APPROVED AS TO FORM

By _____

Carol Wong

Deputy City Attorney