

## FOURTH AMENDMENT TO LEASE

### LEASE EXTENSION

THIS FOURTH AMENDMENT TO LEASE (this "**Fourth Amendment**") is made and entered into as of June 15, 2017, by and between **BRCP 1390 Market, LLC**, a Delaware limited liability company ("**Landlord**") and the **City and County of San Francisco**, a municipal corporation ("**Tenant**" or "**City**").

#### RECITALS

- A. Landlord and Tenant are parties to that certain Office Lease dated September 12, 2000 (the "**Lease**"), as amended by the First Amendment to Lease dated June 13, 2006, the Second Amendment to Lease dated September 25, 2007, and the Third Amendment to Lease dated March 31, 2012 (the "**Third Amendment**"), for the premises consisting of approximately 69,402 rentable square feet known as Suite 110 on the ground floor, Suites 240 and 250 on the 2nd floor, Suites 401 and 418 on the 4<sup>th</sup> floor, Suite 500 on the 5<sup>th</sup> floor, Suite 600 on the 6<sup>th</sup> floor, Suite 700 on the 7<sup>th</sup> floor, and Suites 1008 and 1010 on the 10<sup>th</sup> floor, as described in Attachment 1 (collectively, the "**Premises**"), all in a building known as Fox Plaza, 1390 Market Street, San Francisco, CA (the "**Building**").
- B. The Term of the Lease expires December 31, 2017, subject to two options to extend the Term, each for a period of five (5) years, as set forth in the Third Amendment. The extension options are referred to in the Third Amendment as the "**Third Extension Options**" and extension terms are referred to as the "**Third Extension Terms**". The first Third Extension Term (i.e., the period from January 1, 2018 to December 31, 2022) shall now be referred to as the "**2018 Extension Term**" and the second Third Extension Term (i.e., the period from January 1, 2023 to December 31, 2027) shall be referred to as the "**2023 Extension Term**".
- C. Tenant exercised the first of the Third Extension Options, and the parties have agreed upon the Base Rent for the 2018 Extension Term.
- D. Landlord and Tenant now wish to memorialize the extension of the Term as a result of Tenant's exercise of the first Third Extension Option and the agreed upon Base Rent for the 2018 Extension Term, as well as to make certain amendments to the Lease more particularly set forth below.

#### AMENDMENT

NOW THEREFORE, in consideration of the mutual agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **LEASE EXTENSION.** Landlord and City agree to extend the Term to December 31, 2022 as a result of the City's exercise of the first Third Extension Option. On the Effective Date (as defined in Section 17 of this Fourth Amendment), all references in the Lease to the Term shall mean the Term as extended by the 2018 Extension Term to December 31, 2022. Nothing in this Amendment affects the second Third Extension Option which, if exercised by the City as set forth in the Third Amendment, would extend the Term for the 2023 Extension Term.

2. **BASE RENT AND DIRECT TAXES DURING 2018 EXTENSION TERM.** The following language is added to the end of Lease Paragraph 4(C)(a):

"City's lease of the Premises during the 2018 Extension Term shall be on all of the terms and conditions set forth in the Lease, except that: (i) at the start of the 2018 Extension Term, the Base Monthly Rent shall be adjusted to Three Hundred Fifty Four Thousand Four Hundred Sixteen Dollars and Twenty-two Cents (\$354,416.22) (or approximately \$61.28 per square foot), and shall be increased by three percent (3%) annually on each January 1 thereafter starting January 1 2019; (ii) the Base Year and the Base Tax Year, for purposes of determining City's Additional Rent from and after the start of the 2018 Extension Term, shall be calendar 2018, and there shall be no Additional Rent for Operating Expenses during calendar year 2018; and (iii) notwithstanding anything in the

Lease to the contrary, if a Re-assessment occurs during the 2018 Extension Term due to any sale, transfer or subdivision of any interest in or title to the Building or the land on which the Building is located that occurs during the 2018 Extension Term, Tenant's share of any increase in Direct Taxes will be limited as follows: (a) for calendar year 2018, there will be no increase; (b) for calendar year 2019, Tenant shall pay twenty percent (20%) of the amount that would otherwise be due by Tenant under the Lease as a result of the increase (the "**Increase Amount**"); (c) for calendar year 2020, Tenant shall pay 40% of the Increase Amount; (d) for calendar year 2021, Tenant shall pay sixty percent (60%) of the Increase Amount; and (e) for calendar year 2022, Tenant shall pay eighty percent (80%) of the Increase Amount."

3. **FREE RENT.** Base Rent for July 2018 shall be abated.

4. **LANDLORD'S OBLIGATION TO CONSTRUCT IMPROVEMENTS DURING THIS EXTENSION PERIOD.** The Leasehold Improvement Allowance for the 2018 Extension Term is Six Hundred Ninety-Four Thousand and Twenty Dollars (\$694,020) rather than the CPI adjusted amount under Section 6 of the Third Amendment. Landlord's obligation to pay for tenant improvements shall not exceed the Leasehold Improvement Allowance (unless City agrees in writing to pay the amounts above the Leasehold Improvement Allowance as set forth in the Third Amendment). All of the other terms and conditions for use and expenditure of the Leasehold Improvement Allowance shall remain as set forth in the Third Amendment.

5. **LANDLORD'S RIGHT TO MAKE SEISMIC IMPROVEMENTS.**

A. **Construction Activities.**

(a) Tenant acknowledges that certain seismic improvements are being considered at the Building that involve installing diagonal braces in a single column bay (window opening) in two locations from the ground floor through the seventh floor of the Building and small steel plates installed at an additional four locations per floor (the "**Construction Activities**"). The Construction Activities are intended to improve the seismic performance of the Building by reducing building movement during an earthquake. The Construction Activities will be undertaken, if at all, as a voluntary seismic upgrade to the Building (and, according to Landlord's architect, is not required by any Building codes) at Landlord's election and at no cost to Tenant. Tenant understands that the Construction Activities will impact Tenant's access to and use of certain common areas of the Building and certain portions of the Premises as shown in Attachment 2. During the periods access or use is denied, such spaces are referred to herein as the "**Restricted Common Areas**" and the "**Restricted Premises**", respectively. Tenant consents to the Construction Activities, and the limitations on Tenant's use of the Restricted Common Areas and the Restricted Premises, on the terms and conditions set forth in this Fourth Amendment.

(b) Throughout the Term, including during Construction Activities, Tenant shall have access to and possession of all of the Premises that are not part of the Restricted Premises. Unless otherwise agreed to by Tenant, the portion of the Construction Activity that impacts the Premises, as opposed to the Common Areas or the exterior of the Building (the "**Premises Construction Activities**"), shall occur in phases, one floor of the Premises at a time, so that the Restricted Premises shall not affect more than one floor of the Premises at any time and Tenant shall not be dislocated from space on more than one floor at a time.

B. **Construction Activity Coordination.**

(a) Landlord will provide Tenant with reasonable advance notice, but not less than four (4) weeks' notice, of upcoming Premises Construction Activities and the anticipated schedule and work program for the Restricted Premises. Landlord agrees to meet with Tenant weekly before and during Premises Construction Activities and reasonably address Tenant's ongoing concerns, and to work out the location of any Replacement Space (as defined below) and a mutually and reasonably agreed schedule for relocation work in an effort to minimize any disruption to Tenant. Landlord agrees to provide an overall construction schedule and updated "two week look ahead" schedules at the start of each week during which the Premises Construction Activities are being performed. Landlord acknowledges that Tenant's work is privileged and confidential and Landlord and Tenant agree to work cooperatively to provide Landlord's workers access through the Premises to the Restricted Premises, as needed, in a manner that meets Tenant's reasonable security requirements.

(b) Before any part of the Premises can become Restricted Premises, Landlord shall prepare, at no cost to Tenant, replacement space on third (3<sup>rd</sup>), eleventh (11<sup>th</sup>) or twelfth (12<sup>th</sup>) floors of the Building, or an alternative location reasonably approved by the Tenant, that provides substantially the same functionality (but not the same finishes) and no less than the same square footage as the applicable Restricted Premises, with no less than the same number of offices and conference rooms and the same telephone, computer and internet connectivity as compared to the applicable Restricted Premises (each, a “**Replacement Space**”). As part of such relocation, Landlord shall provide data and telephone connections to Tenant’s servers located on the sixth (6<sup>th</sup>) floor and other necessary equipment (the “**Communication Connections**”) for the Replacement Space so as to ensure the same connectivity and to prevent any interruption in telephone or internet service to affected employees of Tenant during their occupancy of the applicable Replacement Space. The Replacement Spaces currently existing in the Building have been built-out and are ready for occupancy, however, if required by law, Landlord shall obtain any necessary regulatory approvals for use of the Replacement Space before Tenant’s occupancy. Tenant shall review and approve each Replacement Space, including the Communication Connections, before any relocation, which approval shall not be unreasonably withheld, conditioned, or delayed, and Tenant shall respond in writing within five (5) business days to Landlord’s request for approval.

C. Relocation from Restricted Premises.

(a) Upon Tenant’s approval of the applicable Replacement Space, Landlord shall, at no cost to Tenant, promptly move Tenant’s furniture, files, equipment and personal property (collectively, the “**Personal Property**”) from the affected Restricted Premises to the Replacement Space.

(b) Landlord agrees to hire a relocation or move consultant reasonably acceptable to Tenant to assist in the securing and moving of the Personal Property. Tenant agrees that Linda Fink with WK Design is an acceptable move consultant. All relocations (from the Restricted Premises to the Replacement Space, and from the Replacement Space back to the Premises) shall start after 6:00 pm on Friday and be fully complete by 8:00 on Monday, except as may otherwise be agreed by Tenant. Tenant’s only responsibility will be to clear work surfaces into Landlord supplied boxes and disconnect and reconnect telephone and computer equipment. Landlord shall remove files from file cabinets as needed to transport the cabinets without damage, and shall be responsible for any items lost or damaged during a relocation. Landlord and Tenant shall reasonably cooperate to prepare an inventory of Tenant’s files and property to be relocated, which inventory shall be prepared by Landlord and approved by Tenant.

(c) Landlord shall pay all costs associated with Construction Activities, including restoring each part of the Restricted Premises impacted by Construction Activities to good condition and repairing any damage to the Premises caused by the Construction Activities or Landlord’s construction workers. By way of example, if the Construction Activities disturb the existing dropped ceiling, Landlord shall make such improvements that the ceiling is uniform and consistent with the ceiling of the other portions of the Premises. Without limiting the foregoing, Landlord shall paint the walls and install new carpet in each of the Restricted Premises (consistent with existing paint color and carpet) before returning possession of such space to Tenant.

(d) Upon completion of the Premises Construction Activity and Landlord’s restoration of the Restricted Premises as it relates to a floor of the Premises, Landlord shall notify Tenant. Landlord shall obtain the approval of the San Francisco Building Department (to the extent required) for Tenant to occupy the Restricted Premises before alleging that the work has been completed. Tenant shall review and inspect the restoration of the Premises, and notify Landlord of any items that have not been completed in accordance with the standards set forth in this Fourth Amendment. Upon Tenant’s approval of the restoration work with respect to the applicable Restricted Premises, which approval shall not be unreasonably withheld, conditioned or delayed, Landlord shall, at no cost to Tenant, move the Personal Property back to the applicable Restricted Premises, consistent with the placement of such materials before the relocation, and restore the Communications Connections. Such work shall be performed at a mutually agreed upon time.

(e) Upon Landlord’s return of each part of the Restricted Premises and the Personal Property in the condition required under this Fourth Amendment, the applicable Restricted Premises shall terminate. The parties shall memorialize in writing the start and end date for each of the Restricted Premises for purposes of the Rent abatement set forth in Section 5.E of this Fourth Amendment.

D. Construction Work.

(a) Landlord shall cause the Construction Activities, including the work in and around the Restricted Premises, to be performed in a good and professional manner in accordance with sound building practices and consistent with other first-class buildings in the Civic Center region of San Francisco. Such work shall be performed by licensed and insured contractors and shall be performed in accordance with all applicable laws and regulations, and all such work in the Premises shall otherwise performed in accordance with the terms of the Lease, as amended hereby. Landlord shall use good faith efforts to cause such work to be performed and completed with due diligence and without interruption, subject to standard force majeure delays. In accordance with and subject to the limitations set forth in Section 17 of the Lease, the parties confirm that Landlord's indemnity obligations under Section 17 shall extend to any losses (other than any loss of use or enjoyment of the Restricted Premises or loss of business) or injuries resulting from the Construction Activities and the relocations contemplated by this Fourth Amendment.

(b) Landlord will obtain all required permits before starting work. Tenant, in approving this Fourth Amendment, is acting in its proprietary capacity as a tenant of the Property and not as a regulatory entity.

(c) Before starting Premises Construction Activities, Landlord shall take appropriate measures to insulate the Restricted Premises from the remainder of the Premises and to protect the remainder of the Premises from noise, dust and damage caused by the construction so that work can continue in these spaces during business hours. Unless otherwise approved by Tenant, no construction materials will travel through the Premises to the Restricted Premises except after 7:00 pm and before 8:00 am, and on weekends. During Landlord's use of the Restricted Premises and the Restricted Common Areas, Landlord shall take commercially reasonable measures necessary to minimize the disruption to Tenant's use and occupancy of the remainder of the Premises at all times, including but not limited to performing construction work which would produce excessive noise or any dust or disruption in the Premises (outside of the Restricted Premises) on weekends or after 7:00 pm and before 8:00 am; provided that Tenant acknowledges that certain Construction Activities producing noise (but not excessive noise that unreasonably disturbs Tenant's use of the Premises as a public law office) shall be performed on floors below and above the Premises during normal business hours for the Building, and Tenant shall not seek indemnification from Landlord under Section 17 as a result of such noise.

(d) If applicable due to the presence of asbestos containing materials in any Restricted Premises, Landlord shall timely perform and provide the results for routine air testing pursuant to a schedule, quantity and quality approved by City's Environment Health's asbestos and lead divisions.

(e) Tenant acknowledges and agrees that Landlord may install barricades and scaffolding on or about the Building and the common areas as needed during the Construction Activities.

(f) Except for prearranged and OSHA compliant inspections during construction coordination meetings, Tenant shall not enter or use the Restricted Premises during the Construction Activities.

(g) Landlord agrees that any person performing labor in the with respect to the Premises Construction Activities shall be paid not less than the highest prevailing rate of wages, and Landlord shall include this requirement in all construction contracts, as set forth in Lease section 28.I and San Francisco Administrative Code Section 23.61.

E. Rent Abatement. During the time that Tenant cannot use the Restricted Premises (on a floor by floor basis), Tenant shall receive a proportionate abatement of Base Rent and a proportionate reduction in Tenant's Percentage Share of Operating Expenses based on the square footage of the Restricted Premises. Tenant shall not be required to pay Base Rent or Operating Expenses for any Replacement Space.

F. Recognition of and Payment for Inconvenience and Associated Costs. In consideration of the disruption and inconvenience to Tenant resulting from the Premises Construction Activities and Tenant's loss of the Restricted Premises for the limited periods

contemplated by this Fourth Amendment, if the Premises Construction Activities proceed, Landlord shall make a one-time payment to Tenant in the amount of Five Hundred Thousand Dollars (\$500,000). Payment will be made within ten (10) business days of the start of the Premises Construction Activities (i.e., the date that Landlord notifies Tenant that the contractor is to begin the work in the Restricted Premises). In addition, if the City's aggregate required occupancy of Replacement Spaces exceeds fifteen (15) months from the commencement of the Premises Construction Activities and such delay is not caused by the acts or omissions of Tenant, its agents or employees, Landlord shall provide to Tenant a credit against Rent in the amount of Twenty-Five Thousand Dollars (\$25,000) for each calendar month, or portion thereof, that the City's occupancy of Relocation Spaces continues (prorated based on the number of days in that calendar month). Landlord shall not be required to make the above payment (or provide the credit) if its elects not to proceed with the Premises Construction Activities. Upon receipt of the payments in this paragraph and Landlord's fulfillment of its obligations relating to the Construction Activities and the relocations (including Landlord's indemnity as set forth in Section 5.D(a) above), Landlord shall have no additional liability to Tenant resulting from the disruption and inconvenience caused by the Construction Activities.

G. **General Cooperation.** Tenant acknowledges and agrees that the Construction Activities as provided herein may be performed by Landlord in the Restricted Premises and Building during normal business hours for the Building. Landlord and Tenant agree to cooperate with each other in order to enable the Construction Activities to be performed in a timely manner and with as little inconvenience to the operation of Tenant's business in the Premises (exclusive of any Restricted Premises from which Tenant has been relocated) as is reasonably possible.

6. **LANDLORD'S ADDRESS.** Landlord's address set forth in the Lease for notices and payment of rent and other amounts due under the Lease is hereby deleted in its entirety and replaced by the following:

Landlord's notice address:

BRCP 1390 Market, LLC  
c/o Broadreach Capital Partners  
248 Homer Avenue  
Palo Alto, California 94301  
Attention: Asset Manager

With copy to

Fox Plaza Property Management Office  
1390 Market Street, Suite 316  
San Francisco, California 94102

Landlord's address for rent and other payments:

BRCP 1390 Market, LLC  
c/o Transwestern  
P.O. Box 51864  
Los Angeles, California 90051-6191

7. **ADDITIONAL PROVISIONS.** The Lease is amended and updated to include the provisions in Attachment 3, which replace the corresponding language in the Lease.

8. **NO BROKERS.** Tenant represents and warrants that it has not dealt with any real estate broker in connection with this Fourth Amendment, and no compensation is due to Tenant's broker in connection with this Fourth Amendment. Tenant agrees to indemnify and hold Landlord harmless for any loss, cost, liability or expense incurred by Landlord as a result of a claim for brokerage commissions or finder's fee from any broker based on the act or omission of Tenant in breach of the foregoing warranty. Landlord represents and warrants that it has not dealt with any real estate broker in connection with this Fourth Amendment, and no compensation is due to Landlord's broker in connection with this Fourth Amendment. Landlord agrees to indemnify and hold Tenant harmless for any loss, cost, liability or expense incurred by Tenant as a result of a claim for brokerage commissions or finder's fee from any broker based on the act or omission of Landlord in breach of the foregoing warranty.

9. **DEFINED TERMS.** All capitalized terms used but not defined in this Fourth Amendment will have the meanings set forth for such terms in the Lease. All terms that are defined in this Fourth Amendment and used in any provisions that are added to the Lease pursuant to this Fourth Amendment will have the meanings in the Lease set forth for such terms in this Fourth Amendment.

10. **WHOLE AGREEMENT.** This Fourth Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Except as amended herein, there shall be no other changes or modifications to the Lease between the parties and the Lease and the terms and provision contained therein shall remain in full force and effect.

11. **MISCELLANEOUS.** This Fourth Amendment shall be binding upon the parties hereto, their heirs, successors and assigns. Except as modified hereby, there shall be no other changes or modifications to the Lease unless in writing and executed by the parties. No reference to this Fourth Amendment is necessary in any instrument or document at any time referring to the Lease. From and after the Effective Date, any reference to the Lease shall be deemed a reference to such document as amended hereby. This Fourth Amendment shall be governed by, construed and enforced in accordance with, the laws of the State of California.

12. **CONFIRMATION OF LEASE.** As amended by this Fourth Amendment, Landlord and Tenant confirm and ratify in all respects the terms and conditions of the Lease, and further confirm that, except as provided in this Fourth Amendment, there are no outstanding tenant improvement obligations of Landlord regarding the Premises. The execution of this Fourth Amendment shall not constitute a waiver of relinquishment of any rights which Landlord or Tenant may have relating to the Lease.

13. **NO JOINT VENTURE.** This Fourth Amendment or any activity by Tenant hereunder does not create a partnership or joint venture between Tenant and Landlord relating to the Lease or otherwise. This Fourth Amendment does not constitute authorization or approval by the City of any activity conducted by Landlord.

14. **COUNTERPARTS.** This Fourth Amendment may be executed in one or more counterparts, each of which shall be deemed an original, including transmittals by facsimile, all of which together shall constitute one and the same instrument.

15. **AUTHORITY.** Landlord represents and warrants to City that the execution and delivery of this Lease by Landlord has been duly authorized and does not violate any provision of any agreement, law or regulation to which Landlord or the Property is subject.

16. **STATUTORY DISCLOSURES; COMPLIANCE.** For purposes of Section 1938(a) of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that the Premises have not undergone inspection by a Certified Access Specialist (CASp). As required by Section 1938(e) of the California Civil Code, Landlord hereby states as follows: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." In furtherance of the foregoing, Landlord and Tenant hereby agree as follows: (a) any CASp inspection requested by Tenant shall be conducted, at Tenant's sole cost and expense, by a CASp approved by Landlord, subject to Landlord's reasonable rules and requirements; (b) such inspection shall be limited to the Premises and access to the Premises; (c) Tenant is not a Small Business and San Francisco Administrative Code section 38.5 does not apply to this Lease; and (d) Tenant, at its sole cost and expense, shall be responsible for making any improvements or repairs to correct violations of construction-related accessibility standards identified as a result of any such inspection by Tenant, which work shall be performed in accordance with the terms of the Lease. Notwithstanding the foregoing, (A) if any disability access improvements or upgrades are triggered by the Construction Activities, Landlord shall make such improvements or upgrades at

no cost to Tenant, and (B) notwithstanding anything to the contrary set forth in the Lease, (x) if any disability access improvements or upgrades are triggered by tenant improvements or alterations selected or performed by or on behalf of Tenant, then Tenant shall be responsible for the cost of such improvements or upgrades under the Leasehold Improvement Allowance (and for amounts above the Leasehold Improvement Allowance as set forth in the Third Amendment), and (y) Tenant hereby acknowledges that subject to the application Leasehold Improvement Allowance to the cost thereof, Tenant shall be solely responsible for compliance with applicable laws, regulations and ordinances (including with respect to any upgrades or modifications required by the ADA or any similar statutes) arising from or triggered by any tenant improvements, alterations or additions performed by or on behalf of Tenant.

17. **EFFECTIVE DATE.** This Fourth Amendment shall become effective on the date (the "**Effective Date**") that (i) the City's Board of Supervisors enacts such resolution authorizing this Fourth Amendment and (ii) the Fourth Amendment is fully executed and delivered by both parties.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS FOURTH AMENDMENT, LANDLORD ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY HERETO UNLESS AND UNTIL CITY'S BOARD OF SUPERVISORS SHALL HAVE DULY ADOPTED A RESOLUTION APPROVING THIS FOURTH AMENDMENT AND AUTHORIZING CONSUMMATION OF THE TRANSACTION CONTEMPLATED HEREBY. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY HEREUNDER ARE CONTINGENT UPON ADOPTION OF SUCH A RESOLUTION, AND THIS FOURTH AMENDMENT SHALL BE NULL AND VOID UNLESS CITY'S MAYOR AND BOARD OF SUPERVISORS APPROVE THIS FOURTH AMENDMENT, IN THEIR RESPECTIVE SOLE AND ABSOLUTE DISCRETION, AND IN ACCORDANCE WITH ALL APPLICABLE LAWS. APPROVAL OF THIS FOURTH AMENDMENT BY ANY DEPARTMENT, COMMISSION OR AGENCY OF CITY SHALL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ADOPTED NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON CITY.

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IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Fourth Amendment as of the day and year first above written.

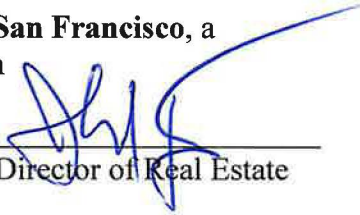
**LANDLORD**

**TENANT**

**BRCP 1390 Market, LLC**, a Delaware limited liability company

**City and County of San Francisco**, a municipal corporation

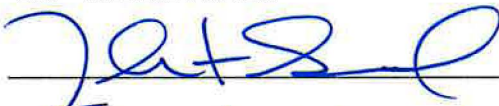
By: BRCP Realty II, L.P.,  
a Delaware limited partnership  
Its: Sole Member

By:   
Name: John Updike, Director of Real Estate

By: BRCP Gen-Par II, LLC,  
a Delaware limited liability company  
Its: General Partner

RECOMMENDED:

**DENNIS J. HERRERA, City Attorney**

By:   
Name: JOHN A. OSMOND  
Its: SENIOR DIRECTOR

By: 

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

By:   
Deputy City Attorney



**ATTACHMENT 1**

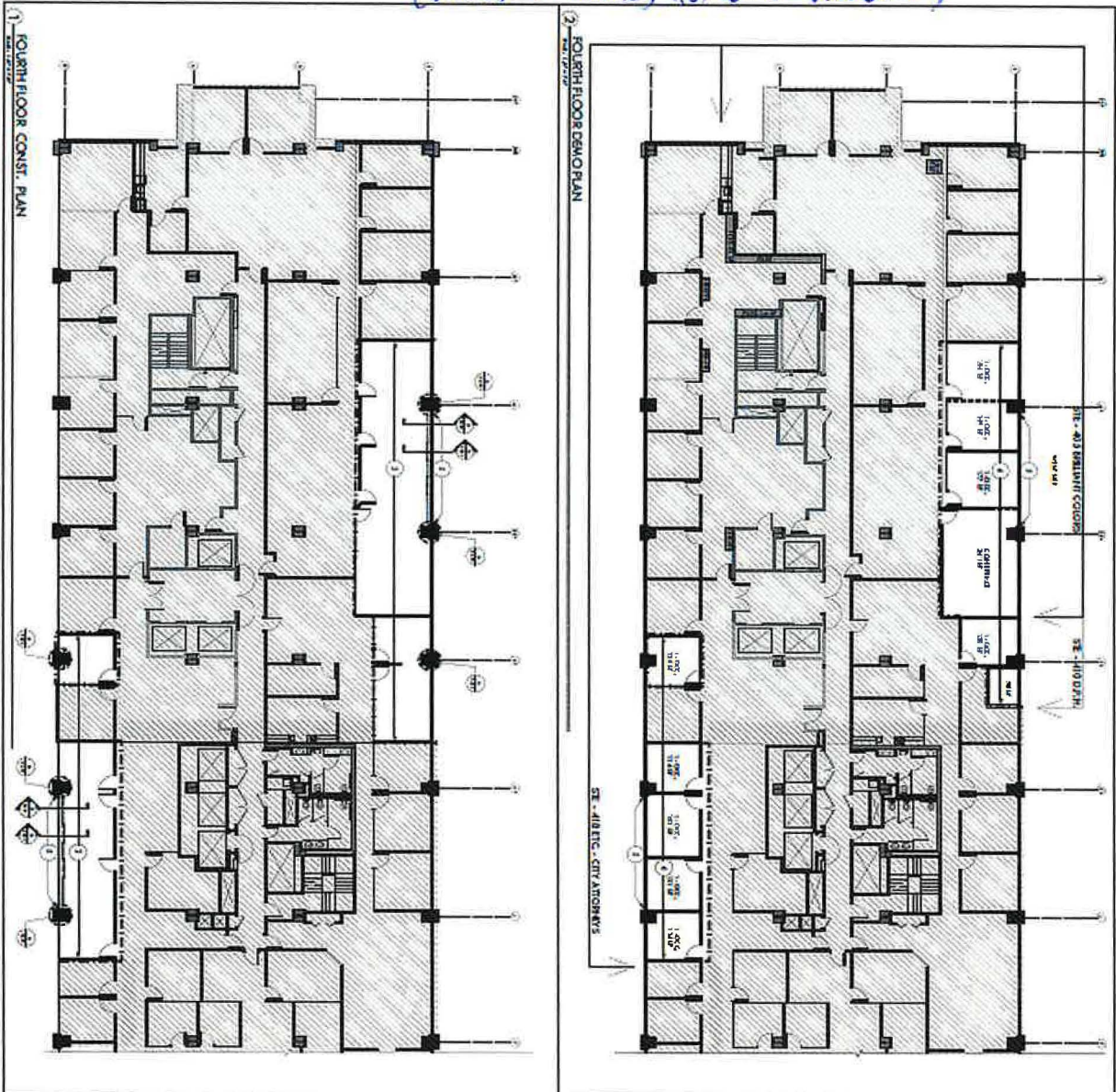
**Premises**

<b>SUITE</b>	<b>SQ. FT.</b>
1008-1010	3,601
7TH Floor	18,488
6TH Floor	18,168
5TH Floor	18,127
401, 408, 418	9,281
Ground Floor Suite 110	1,737
<b>Total Rentable Sq. Ft.</b>	<b>69,402</b>
<b>% Share of Operating Expenses</b>	<b>31.75%</b>

# ATTACHMENT 2

## Restricted Premises

*(areas in white, not cross-hatched)*

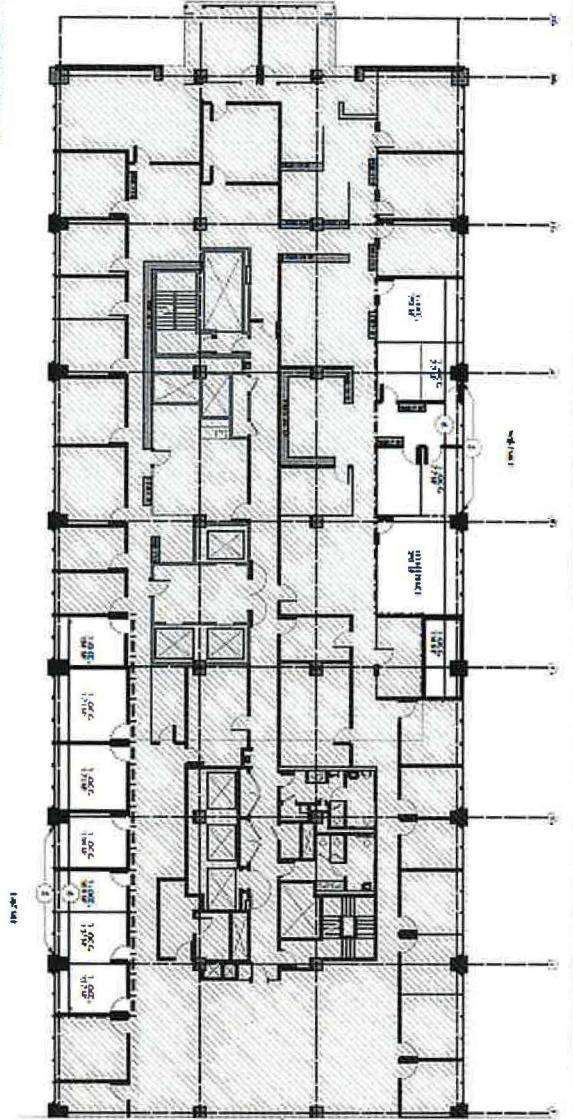


<p><b>GENERAL BRACING NOTES</b></p> <p>1. ALL BRACING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AISC STEEL ECTION DESIGN MANUAL AND THE AISC BRACING MANUAL.</p> <p>2. ALL BRACING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AISC STEEL ECTION DESIGN MANUAL AND THE AISC BRACING MANUAL.</p> <p>3. ALL BRACING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AISC STEEL ECTION DESIGN MANUAL AND THE AISC BRACING MANUAL.</p> <p>4. ALL BRACING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AISC STEEL ECTION DESIGN MANUAL AND THE AISC BRACING MANUAL.</p> <p>5. ALL BRACING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AISC STEEL ECTION DESIGN MANUAL AND THE AISC BRACING MANUAL.</p> <p>6. ALL BRACING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AISC STEEL ECTION DESIGN MANUAL AND THE AISC BRACING MANUAL.</p> <p>7. 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PUBLIC HEALTH 3 OCCUPANTS SUITE 400 CITY ATTORNEY 3 OCCUPANTS</p> <p>KEY PLAN</p>
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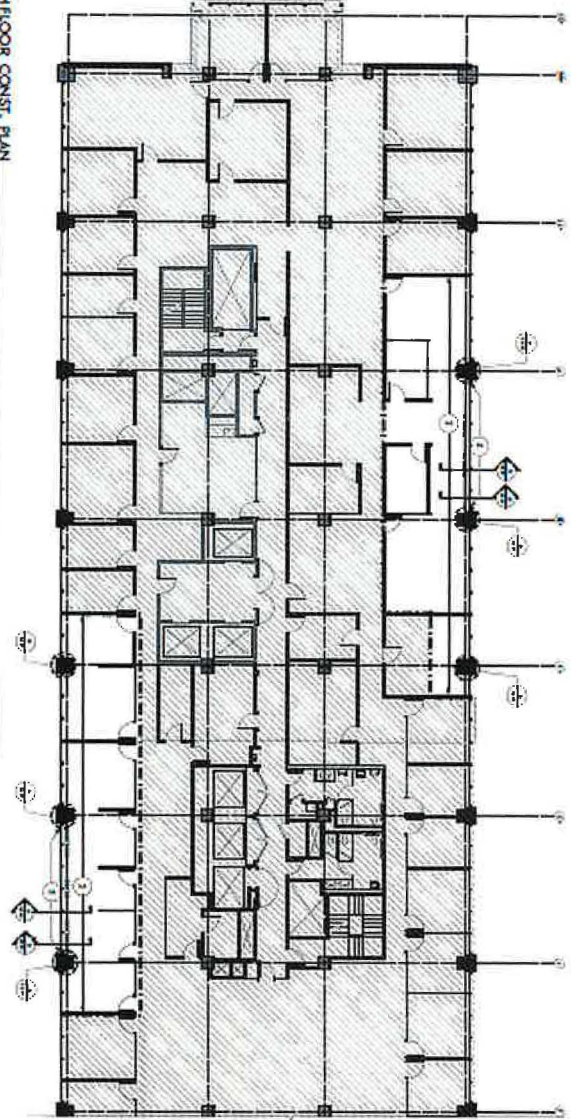
1390 MARKET STREET  
**SEISMIC BRACING - SCOPING DRAWING**  
 1390 MARKET STREET  
 SAN FRANCISCO CA. 94410

**NOT FOR CONSTRUCTION**

DATE: 02/06/2022  
 TIME: 10:00 AM  
 PROJECT: 1390 MARKET STREET  
 SHEET: A2.06



28- RIFTH FLOOR DEMO PLAN



29- RIFTH FLOOR CONST. PLAN

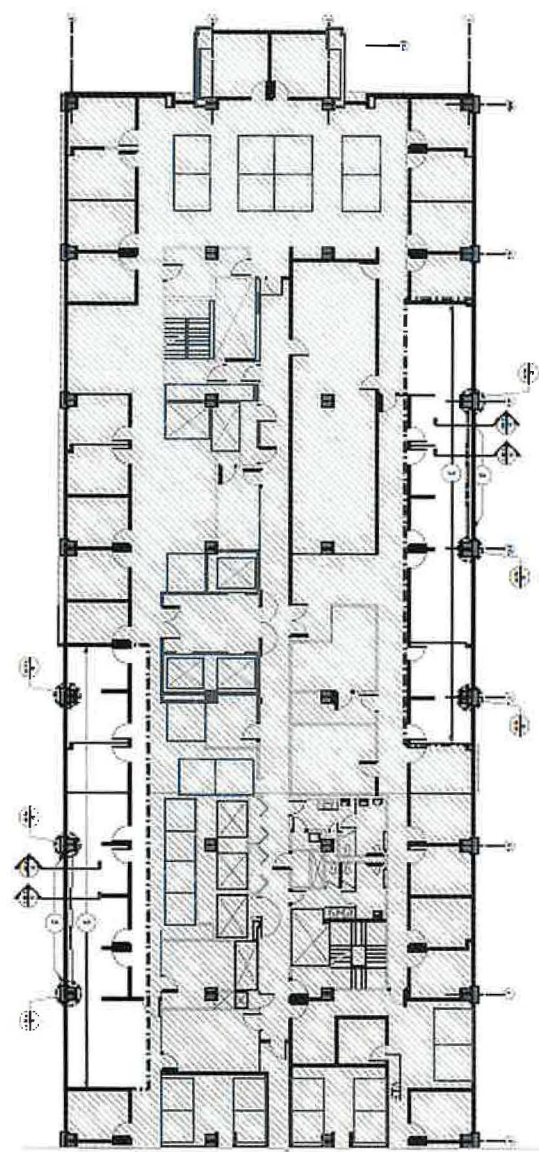
<p><b>GENERAL REMARKS/NOTES</b></p> <p>1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE (CBC) AND THE CALIFORNIA SEISMIC CODE (CSC).</p> <p>2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.</p> <p>3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.</p> <p>4. ALL DEMOLITION WORK SHALL BE DONE IN ACCORDANCE WITH THE CALIFORNIA DEMOLITION ACT AND ALL APPLICABLE REGULATIONS.</p> <p>5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER DISPOSAL OF ALL DEMOLITION DEBRIS.</p> <p>6. ALL NEW CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE (CBC) AND THE CALIFORNIA SEISMIC CODE (CSC).</p> <p>7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.</p> <p>8. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.</p> <p>9. ALL DEMOLITION WORK SHALL BE DONE IN ACCORDANCE WITH THE CALIFORNIA DEMOLITION ACT AND ALL APPLICABLE REGULATIONS.</p> <p>10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER DISPOSAL OF ALL DEMOLITION DEBRIS.</p>	
<p><b>GENERAL CONSTRUCTION NOTES</b></p> <p>1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE (CBC) AND THE CALIFORNIA SEISMIC CODE (CSC).</p> <p>2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.</p> <p>3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.</p> <p>4. ALL DEMOLITION WORK SHALL BE DONE IN ACCORDANCE WITH THE CALIFORNIA DEMOLITION ACT AND ALL APPLICABLE REGULATIONS.</p> <p>5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER DISPOSAL OF ALL DEMOLITION DEBRIS.</p>	
<p><b>GRAPHIC LEGEND</b></p> <p>1. DEMOLITION: Hatched area indicates areas to be demolished.</p> <p>2. CONSTRUCTION: Solid lines indicate areas to be constructed.</p> <p>3. EXISTING: Dashed lines indicate existing conditions.</p> <p>4. FINISH: Dotted lines indicate finish conditions.</p>	
<p><b>DIAGNOSIS / CONSTRUCTION NOTES</b></p> <p>1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE (CBC) AND THE CALIFORNIA SEISMIC CODE (CSC).</p> <p>2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.</p> <p>3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.</p> <p>4. ALL DEMOLITION WORK SHALL BE DONE IN ACCORDANCE WITH THE CALIFORNIA DEMOLITION ACT AND ALL APPLICABLE REGULATIONS.</p> <p>5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER DISPOSAL OF ALL DEMOLITION DEBRIS.</p>	
<p><b>SQUARE FOOTAGE</b></p> <p>SUITE 500 CITY ATTORNEY          WEST CORNER 720 SF          CIRCULAR 10%          TOTAL SF 814 SF</p> <p>SUITE 500 CITY ATTORNEY          EAST CORNER 900 SF          CIRCULAR 10%          TOTAL SF 1000 SF</p> <p>OCCUPANTS</p>	
<p><b>AREA OF WORK</b></p>	

1390 MARKET STREET  
 SEISMIC BRACING - SCOPING DRAWING  
 1390 MARKET STREET  
 SAN FRANCISCO CA. 94610

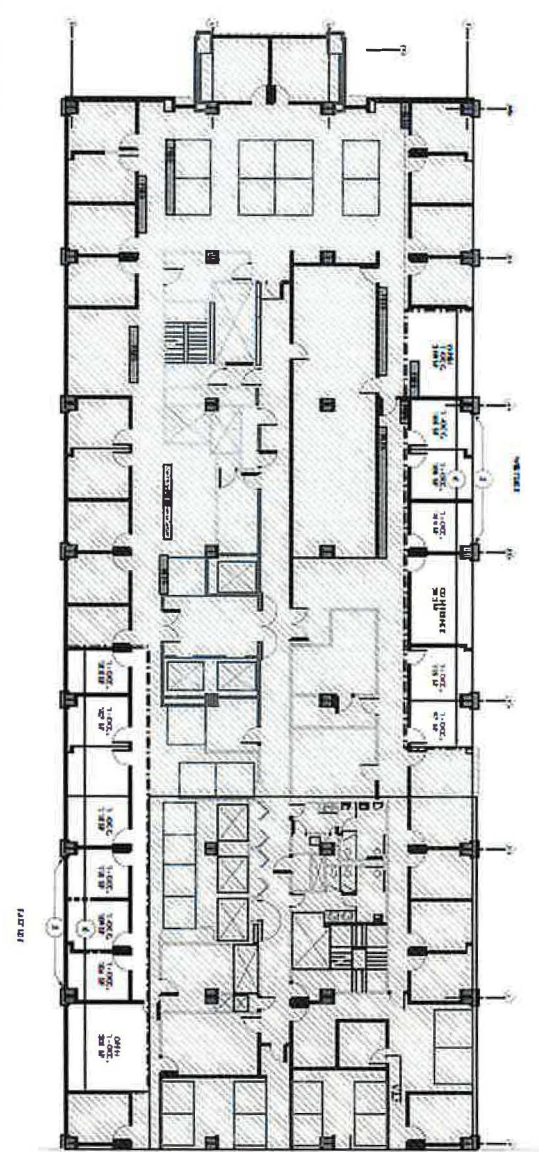
NOT FOR CONSTRUCTION

DATE PLOTTED: 11/11/2021  
 TIME PLOTTED: 10:00 AM  
 A2.07

1 SIXTH FLOOR CONST. PLAN



2 SIXTH FLOOR DRWG PLAN



DATE: 11/15/07  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
**A2.08**

**KEY PLAN**

SIXTH FLOOR PLAN

**OCCUPANTS**

SIXTH FLOOR OCCUPANCY

3 OCCUPANTS

1 CONFERENCE ROOM

**SEISMIC FOOTING**

SIXTH FLOOR ATTORNEY

WEST OFFICE 944 SF

CIRCULATION 94 SF

FACTORS 10%

TOTAL SF 1038 SF

SIXTH FLOOR ATTORNEY

EAST OFFICE 89 SF

CIRCULATION 89 SF

FACTORS 10%

TOTAL SF 978 SF

**REVISIONS / CORRECTIONS**

1. [Revision description]

2. [Revision description]

3. [Revision description]

4. [Revision description]

5. [Revision description]

**GENERAL NOTES**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE AIA.

4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURAL MEMBERS.

5. ALL BRACING SHALL BE INSTALLED IN ACCORDANCE WITH THE AISC 360 AND 360M SPECIFICATIONS.

**GENERAL CONSTRUCTION NOTES**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

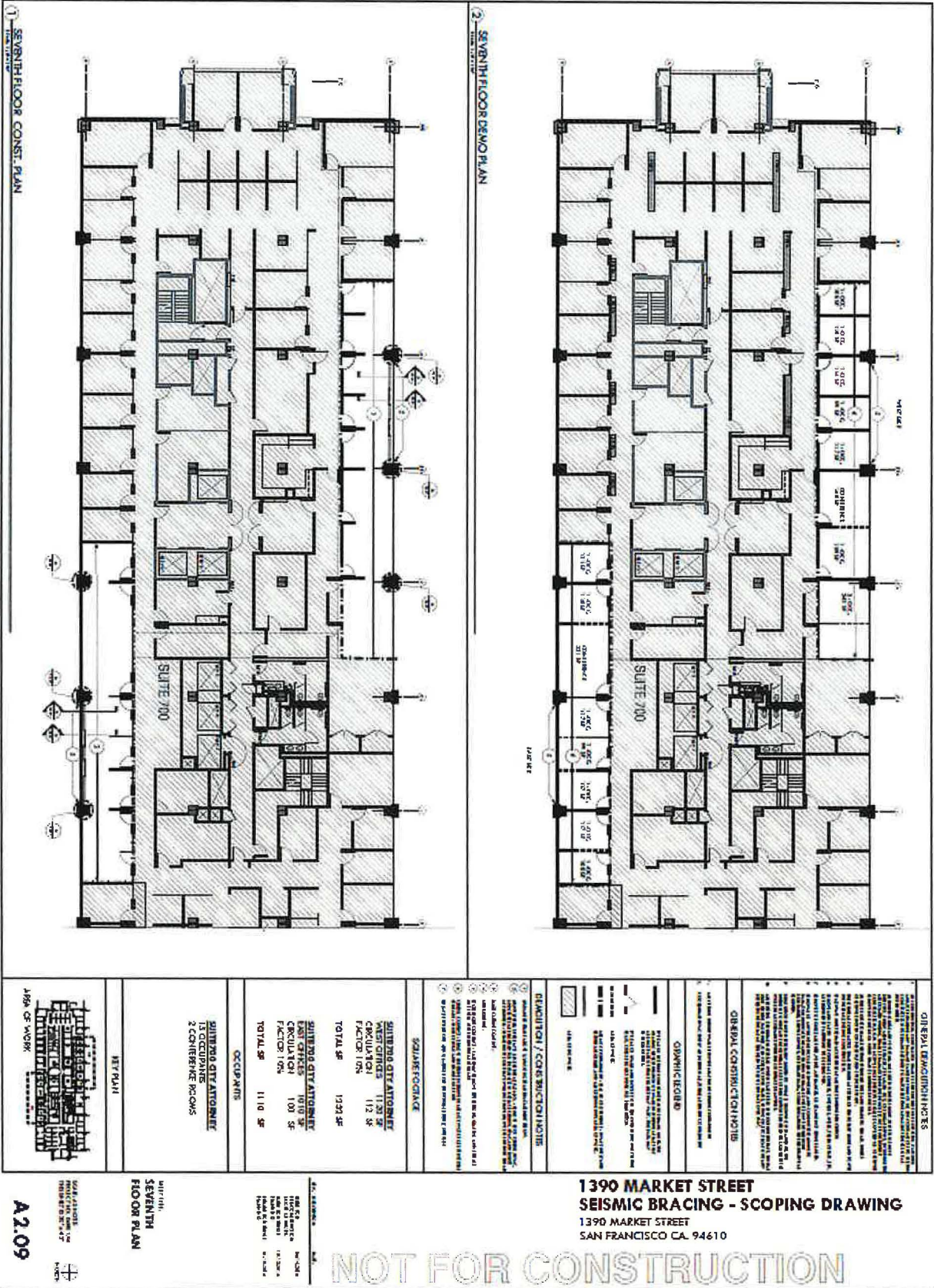
3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE AIA.

4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURAL MEMBERS.

5. ALL BRACING SHALL BE INSTALLED IN ACCORDANCE WITH THE AISC 360 AND 360M SPECIFICATIONS.

**1390 MARKET STREET**  
**SEISMIC BRACING - SCOPING DRAWING**  
 1390 MARKET STREET  
 SAN FRANCISCO CA. 94610

**NOT FOR CONSTRUCTION**



1 SEVENTH FLOOR CONST. PLAN

2 SEVENTH FLOOR DEMO PLAN

<p><b>GENERAL DEMONITION NOTES</b></p> <p>1. ALL DEMONITION SHALL BE IN ACCORDANCE WITH THE CALIFORNIA SEISMIC BRACING ACT AND THE CALIFORNIA BUILDING CODE, CHAPTER 18A, DIVISION 18A.01 THROUGH 18A.05, AND THE CALIFORNIA SEISMIC BRACING ACT, CHAPTER 18A, DIVISION 18A.01 THROUGH 18A.05, AND THE CALIFORNIA BUILDING CODE, CHAPTER 18A, DIVISION 18A.01 THROUGH 18A.05.</p> <p>2. ALL DEMONITION SHALL BE IN ACCORDANCE WITH THE CALIFORNIA SEISMIC BRACING ACT AND THE CALIFORNIA BUILDING CODE, CHAPTER 18A, DIVISION 18A.01 THROUGH 18A.05, AND THE CALIFORNIA SEISMIC BRACING ACT, CHAPTER 18A, DIVISION 18A.01 THROUGH 18A.05, AND THE CALIFORNIA BUILDING CODE, CHAPTER 18A, DIVISION 18A.01 THROUGH 18A.05.</p>	
<p><b>GENERAL CONSTRUCTION NOTES</b></p> <p>1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CALIFORNIA SEISMIC BRACING ACT AND THE CALIFORNIA BUILDING CODE, CHAPTER 18A, DIVISION 18A.01 THROUGH 18A.05, AND THE CALIFORNIA SEISMIC BRACING ACT, CHAPTER 18A, DIVISION 18A.01 THROUGH 18A.05, AND THE CALIFORNIA BUILDING CODE, CHAPTER 18A, DIVISION 18A.01 THROUGH 18A.05.</p> <p>2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CALIFORNIA SEISMIC BRACING ACT AND THE CALIFORNIA BUILDING CODE, CHAPTER 18A, DIVISION 18A.01 THROUGH 18A.05, AND THE CALIFORNIA SEISMIC BRACING ACT, CHAPTER 18A, DIVISION 18A.01 THROUGH 18A.05, AND THE CALIFORNIA BUILDING CODE, CHAPTER 18A, DIVISION 18A.01 THROUGH 18A.05.</p>	
<p><b>REVISIONS / CORRECTIONS</b></p> <p>1. ALL REVISIONS SHALL BE IN ACCORDANCE WITH THE CALIFORNIA SEISMIC BRACING ACT AND THE CALIFORNIA BUILDING CODE, CHAPTER 18A, DIVISION 18A.01 THROUGH 18A.05, AND THE CALIFORNIA SEISMIC BRACING ACT, CHAPTER 18A, DIVISION 18A.01 THROUGH 18A.05, AND THE CALIFORNIA BUILDING CODE, CHAPTER 18A, DIVISION 18A.01 THROUGH 18A.05.</p> <p>2. ALL REVISIONS SHALL BE IN ACCORDANCE WITH THE CALIFORNIA SEISMIC BRACING ACT AND THE CALIFORNIA BUILDING CODE, CHAPTER 18A, DIVISION 18A.01 THROUGH 18A.05, AND THE CALIFORNIA SEISMIC BRACING ACT, CHAPTER 18A, DIVISION 18A.01 THROUGH 18A.05, AND THE CALIFORNIA BUILDING CODE, CHAPTER 18A, DIVISION 18A.01 THROUGH 18A.05.</p>	
<p><b>SCAFFOLDING</b></p> <p>1. ALL SCAFFOLDING SHALL BE IN ACCORDANCE WITH THE CALIFORNIA SEISMIC BRACING ACT AND THE CALIFORNIA BUILDING CODE, CHAPTER 18A, DIVISION 18A.01 THROUGH 18A.05, AND THE CALIFORNIA SEISMIC BRACING ACT, CHAPTER 18A, DIVISION 18A.01 THROUGH 18A.05, AND THE CALIFORNIA BUILDING CODE, CHAPTER 18A, DIVISION 18A.01 THROUGH 18A.05.</p> <p>2. ALL SCAFFOLDING SHALL BE IN ACCORDANCE WITH THE CALIFORNIA SEISMIC BRACING ACT AND THE CALIFORNIA BUILDING CODE, CHAPTER 18A, DIVISION 18A.01 THROUGH 18A.05, AND THE CALIFORNIA SEISMIC BRACING ACT, CHAPTER 18A, DIVISION 18A.01 THROUGH 18A.05, AND THE CALIFORNIA BUILDING CODE, CHAPTER 18A, DIVISION 18A.01 THROUGH 18A.05.</p>	
<p><b>OCCUPANTS</b></p> <p>SHIBUNO CITY ATTORNEY 13 OCCUPANTS 2 CONVENIENCE ROOMS</p>	
<p><b>KEY PLAN</b></p>	

**1390 MARKET STREET  
SEISMIC BRACING - SCOPING DRAWING**

1390 MARKET STREET  
SAN FRANCISCO CA. 94610

NOT FOR CONSTRUCTION

**DATE:** 08/11/11

**BY:** J. L. [Name]

**CHECKED BY:** [Name]

**SCALE:** AS SHOWN

**PROJECT:** SEISMIC BRACING - SCOPING DRAWING

**CLIENT:** SHIBUNO CITY ATTORNEY

**NO.:** A2.09

## **ATTACHMENT 3**

### **Updated City Provisions**

#### **Conflicts of Interest**

Through its execution of this Lease, Landlord acknowledges that it is familiar with the provisions of Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said provisions, and agrees that if Landlord becomes aware of any such fact during the Term of this Lease, Landlord shall immediately notify City.

#### **Notification of Limitations on Contributions**

Through its execution of this Lease, Landlord acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing of any land or building to or from the City whenever such transaction would require approval by a City elective officer, the board on which that City elective officer serves, or a board on which an appointee of that individual serves, from making any campaign contribution to (a) the City elective officer, (b) a candidate for the office held by such individual, or (c) a committee controlled by such individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Landlord acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Landlord further acknowledges that the prohibition on contributions applies to each Landlord; each member of Landlord's board of directors, and Landlord's chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Landlord; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Landlord. Additionally, Landlord acknowledges that Landlord must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Landlord further agrees to provide to City the name of each person, entity or committee described above.