File No. 260795 **Committee Item No.** 11
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

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Board of Supervisors Meeting **Date** _____

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Completed by: Brent Jalipa **Date** July 15, 2026
Completed by: Brent Jalipa **Date** _____

[Lease Agreement - Retroactive - 3rd Street Youth Center and Clinic - 888 Post Street - $1 Annual Base Rent]

Resolution retroactively authorizing the Director of Property to execute a Lease between the City and County of San Francisco, as landlord, and 3rd Street Youth Center and Clinic, as tenant, for the 2nd and 3rd floors of the property located at 888 Post Street for a two year term commencing on July 1, 2026; for an annual base rent of $1, determining that the below market rent payable under the Lease will serve a public purpose by providing a navigation center for transitional age youth experiencing homelessness, in accordance with Administrative Code, Section 23.33; affirming the Planning Department's determination under the California Environmental Quality Act; authorizing the Director of Property, in consultation with the City Attorney, to execute the Lease, make certain modifications, and take certain actions in furtherance of the Lease and this Resolution; and authorizing the Director of Property enter into amendments or other modifications to the Lease Agreement that do not materially increase the obligations or liabilities to the City.

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

WHEREAS, The City acquired the real property and improvements consisting of approximately 33,970 square feet located at 888 Post Street (the "Property") on August 12, 2021; and

WHEREAS, In September 2025, HSH selected 3rd Street Youth Center & Clinic, a California nonprofit public benefit corporation (“3rd Street”), pursuant to Administrative Code, Chapter 21B, to operate a navigation center for transitional age youth experiencing homelessness (the “Program”) at the Property; and

WHEREAS, HSH desires to enter into a Lease with 3rd Street to operate the Program on the 2nd and 3rd floors of the Property for two years commencing on July 1, 2026, a copy of which is on file with the Clerk of the Board of Supervisors in File No. 260795 (“Lease”); and

WHEREAS, The Lease includes an annual base rent of $1 to be paid by 3rd Street to the City; and

WHEREAS, The Director of Property has determined the rent to be below market rent, but the lower rent will serve a public purpose by providing a navigation center for transitional age youth experiencing homelessness, in accordance with Administrative Code, Section 23.33; and

WHEREAS, 3rd Street will be responsible for completing all City-approved tenant improvements for the Program at the Property using its own funds and at no cost to City, and after completion of such tenant improvements and subject to the terms and conditions in the Lease, City will maintain the tenant improvements; and

WHEREAS, The Planning Department, by letter dated August 1, 2024 ("Planning Letter"), which is on file with the Clerk of the Board of Supervisors under File No. 260795 and incorporated herein by reference, found that the operation of the Program on the Property is not subject to the California Environmental Quality Act (California Public Resources Code, Sections 21000 et seq.) ("CEQA") pursuant to California Government Code, Sections 65660 - 65668 (“CEQA Determination”); now, therefore, be it

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

FURTHER RESOLVED, That the Board of Supervisors confirms that the below market rental rate of the Lease furthers a proper public purpose sufficient to meet the requirements of Administrative Code, Section 23.33; and, be it

FURTHER RESOLVED, That in accordance with the recommendation of the Executive Director of HSH and the Director of Property, or their designees, the Board of Supervisors retroactively approves the Lease in substantially the form presented to the Board, and authorizes the Director of Property (or the Director's designee, as used throughout) to execute and deliver the Lease, in substantially the form presented to the Board, and any such other documents or agreements that are necessary or advisable, in consultation with the City Attorney, to complete the transaction contemplated by the Lease and to effectuate the purpose and intent of this Resolution; and, be it

FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of Property, in consultation with the City Attorney, to enter into any additions, amendments, or other modifications to the Lease, and any other documents or instruments necessary in connection therewith (including, without limitation, preparation and attachment, or changes to, any of all of the exhibits and ancillary agreements), that the Director of Property and Executive Director of HSH determine are in the best interests of the City, do not materially decrease the benefits to the City with respect to the Property, do not materially increase the obligations or liabilities of the City, and are necessary or advisable to complete the transaction contemplated in the Lease that effectuate the purpose and intent of this Resolution, such determination to be conclusively evidenced by the execution and delivery by the Director of Property and/or the

Executive Director of HSH of any such additions, amendments, or other modifications; and, be it

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

FURTHER RESOLVED, That within thirty (30) days of the Lease being fully executed by all parties, HSH shall provide the final agreement to the Clerk of the Board for inclusion into the official file.

RECOMMENDED:

/s/_____
Michael Levine
Department of Homelessness and Supportive Housing
Executive Director

/s/_____
Sarah R. Oerth
Real Estate Division
Director of Property

Item 11 File 26-0795	**Department:** Real Estate Division (RED), Department of Homelessness and Supportive Housing (HSH)

EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution would retroactively authorize the Director of Property, on behalf of HSH, to execute a lease with 3rd Street Youth Center and Clinic (3rd Street), as tenant, for the 2nd and 3rd floors (approximately 20,000 square feet) of the City property at 888 Post Street, for a two-year term from July 1, 2026 to June 30, 2028 and annual base rent of $1. The proposed resolution would also determine that the below market rent payable under the proposed lease serves a public purpose by providing a TAY Navigation Center pursuant to Administrative Code Section 23.33.

Key Points

- In July 2021, the Board of Supervisors approved a purchase and sale agreement for a three-story, 33,970 square foot building located at 888 Post Street for use as a Navigation Center. 3rd Street currently operates the Lower Polk Transitional Age Youth (TAY) Navigation Center under contract with HSH. A new service contract with 3rd Street for continued operation of the facility through June 2028 is in the final stages of approval. The proposed lease is tied to the service contract and would automatically terminate if the service contract is terminated for reasons other than the tenant's negligence or default.
- The facility currently has capacity for 75 beds and can serve up to 75 TAY experiencing homelessness at any given time. Utilization levels during the proposed lease term are expected to remain consistent with FY 2025-26 (279 unduplicated clients). During FY 2024-25, the program maintained a 97 percent occupancy rate, exceeding the target occupancy rate of 90 percent.
- The proposed lease would provide approximately 20,000 square feet of City-owned space at a nominal annual rent of $1, with no rent escalations during the term. RED states that (1) the nominal rent reflects the public benefit associated with continued provision of shelter and supportive services to TAY experiencing homelessness and therefore serves a public purpose consistent with Administrative Code Section 23.33, and (2) the leased premises have limited standalone market value because they are integrated into the Navigation Center site, rely on shared circulation areas, and lack private access.

Fiscal Impact

- Total rent over the two-year lease term would be $2. Lease and operating costs would be funded through the State's Homeless Housing, Assistance and Prevention (HHAP) Program. Annual operating costs for the Lower Polk TAY Navigation Center are approximately $3.9 million, or approximately $52,000 per bed.

Recommendation

- Approve the proposed resolution.

MANDATE STATEMENT

Administrative Code Section 23.30 states that the Board of Supervisors shall approve all leases on behalf of the City as landlord by resolution for which the term is longer than a year and costs over $15,000 per month. The Real Estate Division must obtain an appraisal of the fair market rent if the rent exceeds $45 per square foot per year and appraisal review if the rent exceeds $60 per square foot per year.

Administrative Code Section 23.33 provides that leases of City-owned property should generally be awarded at fair market value and permits below-market leases when the City determines that the lease serves a public purpose and the tenant's use of the property is consistent with that purpose, subject to approval of the Board of Supervisors.

BACKGROUND

City Purchase of 888 Post Street

Navigation Centers provide unsheltered San Franciscans room and board while case managers work to connect them to income, public benefits, health services, shelter, and housing. In July 2021, the Board of Supervisors approved a purchase and sale agreement for a three-story, 33,970 square foot building located at 888 Post Street for use as a Navigation Center in the amount of $29 million plus typical closing costs from TC II 888 Post, LLC (File 21-0772). The City had previously entered into a lease for the property in October 2020 for use by the Department of Homelessness and Supportive Housing (HSH) as a 75-bed Navigation Center for Transitional Age Youth (File 20-0043).[1]

3rd Street Youth Center and Clinic

HSH entered into a grant agreement in December 2020 with 3rd Street Youth Center and Clinic (3rd Street) to operate the Navigation Center at 888 Post Street for an initial term of December 2020 through June 2023, and an amount not to exceed $9,931,337. The Lower Polk TAY Navigation Center opened in February 2021 with a reduced capacity of 43 beds and expanded to 75 beds in Fall 2022, as COVID restrictions receded. In May 2023, the Board of Supervisors approved the first amendment to the grant agreement, extending the term by three years through June 2026, and increasing the not-to-exceed amount by $10,772,423, for a total not to exceed $20,703,760 (File 23-0416). According to HSH, 3rd Street currently operates the Lower Polk TAY Navigation Center under the grant agreement with HSH and does not have leasehold rights to the City-owned property.

In September 2025, under Administrative Code Chapter 21B, HSH selected 3rd Street to operate a TAY Navigation Center based on prior performance and to ensure continuity of services. According to HSH, a new service contract in the amount of $9,411,413 (including contingency) with 3rd Street for continued operation of the Lower Polk TAY Navigation Center for a term from

[1] The lease between the City and TC II 888 Post, LLC for property located at 888 Post Street had an initial term of 20 years at a base rent of $1,500,000 per year that increased at 3 percent per year and included one 10-year extension option.

July 1, 2026 to June 30, 2028 is currently in the final stages of approval. The contract is funded through the State's Homeless Housing, Assistance and Prevention (HHAP) Program. HSH states that it intends to seek Board of Supervisors approval to extend the contract through June 2029 to align with the department's Multi-Year Procurement Plan for shelter services.[2]

According to HSH, the Lower Polk TAY Navigation Center served approximately 279 unduplicated clients during FY 2025-26. The facility continues to operate at a capacity of 75 beds and provides shelter, case management, housing navigation, and supportive services for TAY. Consequently, this proposed lease at 888 Post Street is now being considered by the Board of Supervisors for approval to continue use of the premises by 3rd Street as a Navigation Center.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would retroactively authorize the Director of Property, on behalf of HSH, to execute a lease with 3rd Street, as tenant, for the 2nd and 3rd floors (approximately 20,000 square feet) of the City property located at 888 Post Street, for a two-year term from July 1, 2026 to June 30, 2028 and annual base rent of $1 and determine that the below market rent payable under the proposed lease will serve a public purpose by providing a TAY Navigation Center pursuant to Administrative Code Section 23.33.[3] The proposed resolution would also authorize the Director of Property to make further amendments to the lease so long as they do not increase the City's liabilities.

According to HSH, the proposed resolution is retroactive because of the need to align execution of the lease with the approval process for the associated service contract, which required commission approvals.

Exhibit 1 below summarizes the terms and conditions of the lease provisions.

[2] According to HSH, if 3rd Street is awarded a future contract to operate the Lower Polk TAY Navigation Center following a competitive procurement, HSH would execute a new lease, if necessary, to support continued operation of the facility.

[3] Administrative Code Section 23.33 establishes City policy that leases of City-owned property should generally be awarded at fair market value. Below-market leases are permitted when the City makes a finding that the lease serves a public purpose and the tenant's use of the property is consistent with that purpose, subject to applicable approvals.

Exhibit 1. Summary of Proposed Lease

	Proposed Lease
Premises	Approximately 20,000 rentable square feet (2nd and 3rd floors)[4] of building is located at 888 Post Street.
Term	2 years (July 1, 2026 – June 30, 2028)
Options to extend	None
Annual Base Rent	$1
Rent Escalation	None
Utilities and Services	City will pay for standard building utilities and services to the premises, which include water, electricity, HVAC, and elevator facilities. Tenants will pay for any utilities or services required beyond the standard services provided by the City. If the tenant's usage exceeds standard levels, the City may require reimbursement for excess utility costs and may install meters or other monitoring equipment to measure consumption.
Repairs and Maintenance	City is responsible for repair and maintenance of the building's structural components, building systems, elevators, common areas, and accepted tenant improvements. Tenant is responsible for maintaining and replacing, at its own expense, all furniture, fixtures, equipment, and tenant improvements not accepted by the City.
Security Deposit	None
Tenant Improvements	Tenant is responsible, at its sole cost, for designing, constructing, permitting, and installing tenant improvements, subject to City approval. Upon completion and City acceptance, ownership and maintenance responsibility for accepted tenant improvements transfers to the City. Planned tenant improvements include a computer lab, fitness area, restrooms, staff offices, and quiet rooms.
Other Provisions	The lease is tied to the tenant's service contract with HSH for operation of the Lower Polk TAY Navigation Center (dated as of July 1, 2026). If the service contract is terminated for reasons other than the tenant's negligence or default, the lease automatically terminates without penalty.

Source: Proposed Lease Agreement

Site Usage

As previously mentioned, the Lower Polk TAY Navigation Center at 888 Post Street would continue to operate as a Navigation Center throughout the proposed lease term. The facility currently has capacity for 75 beds and can serve up to 75 TAY experiencing homelessness at any

[4] Glide occupies a TAY Health and Wellness Center on the 1st floor, funded through a grant agreement with HSH.

given time. HSH does not anticipate changes to the facility's use and bed capacity under the proposed lease. In addition, according to HSH, utilization levels during the proposed lease term are expected to remain consistent with FY 2025-26 (279 unduplicated clients).

3rd Street Service Contract

As previously mentioned, a new HSH service contract with 3rd Street for continued operation of the Lower Polk TAY Navigation Center is currently in the final stages of approval. The proposed contract would have a two-year term from July 1, 2026 through June 30, 2028 and a not-to-exceed amount of approximately $9.4 million. According to HSH, the proposed two-year lease term is intended to align with the term of the service contract. If 3rd Street is subsequently awarded a new contract to operate the Navigation Center, HSH would execute a new lease, if necessary, to support continued operation of the program.

The proposed lease is tied to the tenant's service contract with HSH for operation of the Lower Polk TAY Navigation Center. Under the proposed lease, if the service contract is terminated for reasons other than the tenant's negligence or default, the lease automatically terminates without penalty. Because the lease automatically terminates if the associated service contract terminates, occupancy of the premises remains tied to continued provision of TAY Navigation Center homelessness services at the site.

Performance

HSH staff completed performance monitoring on the 3rd Street grant to operate the Lower Polk TAY Navigation Center for FY 2024-25 in December 2025, which included a site visit. The program monitoring report found that the Lower Polk TAY Navigation Center maintained its contracted capacity of 75 shelter beds and achieved a 97 percent occupancy rate, exceeding HSH's target occupancy rate of 90 percent. The review identified one formal finding and several recommendations related to supervisory review documentation, client release forms, service plans, staff training records, and Spanish-language staffing coverage. 3rd Street submitted a corrective action plan in January 2026 addressing these issues, and HSH determined in February 2026 that the corrective actions were satisfactory and closed the monitoring review.

Base Rent Determination

The proposed lease would provide 3rd Street with approximately 20,000 square feet of City-owned space for operation of the Lower Polk TAY Navigation Center at a nominal annual rent of $1, with no rent escalations during the two-year term. According to RED, the leased premises have limited standalone market value because they are integrated into the Navigation Center site, rely on shared circulation areas, and lack private access. As a result, RED did not estimate the market value of the leased premises or quantify the value of the rent concession provided under the proposed lease.

RED further states that the nominal rent reflects the public benefit associated with continued provision of shelter and supportive services to transition-age youth experiencing homelessness and, therefore, serves a public purpose consistent with Administrative Code Section 23.33.

Proposed Lease Requires Public Purpose Determination

The Board of Supervisors must determine whether the public benefits provided by the program support a finding that the proposed below-market lease serves a public purpose consistent with Administrative Code Section 23.33.

The Lower Polk TAY Navigation Center's 75 beds represent approximately 29 percent of the City's 267[5] shelter beds dedicated to young adults. HSH currently oversees eight Navigation Centers, which have a combined 1,111 temporary and emergency beds.[6]

Tenant Improvements

Under the proposed lease, the tenant is responsible, at its sole cost, for designing, permitting, constructing, and installing all tenant improvements, subject to City approval of plans and specifications. The tenant may not begin construction until the lease is fully approved and executed and must obtain City approval for any material changes during construction. Upon completion, the tenant must provide as-built plans and request City acceptance. Once accepted by the City, ownership of the improvements and any associated warranties transfer to the City, and the City becomes responsible for maintaining the accepted tenant improvements. The tenant must also comply with applicable local hiring and prevailing wage requirements for the improvement work.

According to HSH, planned tenant improvements include a computer lab, fitness area, restrooms, staff offices, and quiet rooms. HSH reports that conceptual plans are still under development, and a detailed scope of work and project budget are not yet available. HSH further states that all tenant improvements will be funded and completed by 3rd Street without City funding. 3rd Street has raised approximately $1 million in private funding from the Crankstart Foundation to support the buildout.

As previously mentioned, once accepted by the City, maintenance responsibility for the tenant improvements will be transferred to the City. According to HSH, 3rd Street will continue to provide janitorial services at the facility. HSH states that City facilities staff will maintain accepted improvements, including any new restrooms, consistent with maintenance practices at other City-owned shelters. HSH was unable to estimate future maintenance costs because repairs will be performed on an as-needed basis. HSH further notes that most improvements involve reconfiguration of existing space rather than installation of new building systems, which is expected to limit ongoing maintenance obligations. In addition, the improvements will be covered by warranty during the first year following completion.

Utilities and Services

Under the proposed lease, the City will provide standard building utilities and services to the premises, which include water, electricity, HVAC, and elevator facilities. The tenant is responsible for obtaining and paying for any utilities or services beyond those standard services. If the tenant requires utility usage in excess of the standard services, the City may authorize the additional usage and require the tenant to reimburse the City for associated costs. The proposed lease also

[5] Data source is HSH's shelter and crisis intervention inventory dashboard, as of July 14, 2026.
[6] Data source is HSH's shelter and crisis intervention inventory dashboard, as of July 13, 2026.

authorizes the City to install meters or other measurement devices to monitor water or utility consumption and bill the tenant for excess usage. Utilities and services costs are budgeted through the contract with 3rd Street, which operates the Navigation Center. According to the service contract's Appendix B, utilities (which include electricity, water, gas, phone, and refuse services) are budgeted at $121,000 annually in FY 2026-27 and FY 2027-28.

FISCAL IMPACT

As shown in Exhibit 2 below, over the two-year term, HSH would pay $2 in total rent.

Exhibit 2. Total Rent by Year Under Proposed HSH Lease

Lease Year	Annual Rent
Year 1	$1
Year 2	$1
Total	**$2**

Source: Proposed Lease Agreement

The proposed lease would establish an annual rent of $1 with no rent escalations during the two-year term.

Lease and operating costs would be fully funded through the State's Homeless Housing, Assistance and Prevention (HHAP) Program. According to the program budget, the annual operating costs are approximately $3.9 million, or approximately $52,000 per bed.

RECOMMENDATION

Approve the proposed resolution.

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LEASE

between

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

as Landlord

and

3RD STREET YOUTH CENTER AND CLINIC,
a California nonprofit public benefit corporation

as Tenant

For the lease of
Floors 2 and 3 of 888 Post Street (also known as 700 Hyde Street)
San Francisco, California

(APN Block 0300, Lot 009)

July 1, 2026

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LEASE

THIS LEASE (this "**Lease**"), dated for reference purposes only as of July 1, 2026, is between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**"), and 3RD STREET YOUTH CENTER AND CLINIC, a California nonprofit public benefit corporation ("**Tenant**").

City and Tenant hereby covenant and agree as follows:

1. BASIC LEASE INFORMATION

The following is a summary of basic lease information (the "**Basic Lease Information**"). Each item below incorporates all of the terms in this Lease related to that item. If there is any conflict between the information in this Section and any more specific provision of this Lease, the more specific provision will control.

Landlord:	CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation
Tenant:	3RD STREET YOUTH CENTER AND CLINIC, a California nonprofit public benefit corporation (and permitted successors and assigns)
Building (Section 2.1):	Building located at 888 Post Street (also known as 700 Hyde Street) San Francisco, California
Premises (Section 2.1):	The entire 2nd and 3rd floors of the Building, as shown on the floor plans attached as **Exhibit A**.
Rentable Area of Premises (Section 2.1):	Approximately 20,000 square feet
Term (Section 3.1):	Commencement Date: July 1, 2026 Expiration date: June 30, 2028
Base Rent (Section 4.1):	Annual Base Rent: $1
Rent Adjustment Dates (Section 4.2):	None
Permitted Use (Section 5.1):	Operation of the Lower Polk Transitional Age Youth Navigation Center providing emergency nighttime sleeping accommodations and services for youth ages 18 to 27 experiencing homelessness
Tenant Improvements (Section 6.1):	Tenant shall perform, at its sole cost, the Tenant Improvements (as defined in Section 6.1)

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Utilities and Services (Section 10.1):	City will provide the Standard Utilities and Services to the Premises, subject to the terms and conditions stated in Section 10.1 and Exhibit D. At no cost to City, Tenant will be responsible for furnishing any utilities or services that Tenant may need for its use of the Premises other than or in excess of the Standard Utilities and Services.
Security Deposit (Section 23):	None
City's Notice Address (Section 28.1):	Real Estate Division 25 Van Ness Avenue, Suite 400 San Francisco, California 94102 Attn: Director of Property Re: 888 Post, 2nd and 3rd floors
with a copy to:	Department of Homelessness and Supportive Housing 440 Turk Street San Francisco, California 94102 Attn: Joanne Park Email: Joanne.Park@sfgov.org Re: 888 Post, 2nd and 3rd floors
and to:	Office of the City Attorney City Hall, Room 234 1 Dr. Carlton B. Goodlett Place San Francisco, California 94102-4682 Attn: Real Estate & Finance Group Re: 888 Post, 2nd and 3rd floors Fax No.: (415) 554-4757
Key Contact for City:	Sandi Levine
Email.:	Sandi.Levine@sfgov.org
Alternate Contact for City:	Joanne Park
Email.:	Joanne.Park@sfgov.org
Tenant's Notice Address (Section 28.1):	3rd Street Youth Center and Clinic 1728 Bancroft Avenue San Francisco, California 94124
Key Contact for Tenant:	Joi Jackson-Morgan, Chief Executive Officer
Email:	joi@3rdstyouth.org

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Alternate Contact for Tenant:	None
Brokers (Section 28.8):	None
Other Noteworthy Provisions:	City and Tenant are concurrently entering into a Contract Agreement dated as of July 1, 2026 relating operation of the Premises for the Permitted Use ("Contract Agreement"). If the Contract Agreement is terminated for any reason except Tenant's negligence or default under the Contract Agreement, then this Lease will automatically terminate in accordance with Article 27.

2. PREMISES; AS IS CONDITION

2.1. Lease Premises

Subject to the provisions of this Lease, City leases to Tenant and Tenant leases from City those premises in the building identified in the Basic Lease Information (the "**Building**") and shown on the floor plan(s) attached as **Exhibit A** (the "**Premises**"). The Premises are located on the floor(s) of the Building specified in the Basic Lease Information. The rentable area of the Premises specified in the Basic Lease Information will be conclusive for all purposes. The Building, the land on which the Building is located, and all other improvements on and appurtenances to the land are referred to collectively as the "**Property**." Tenant has the non-exclusive right to use, together with other occupants in the Building, the lobbies, corridors, elevators, stairways, and other public areas of the Building and the Property (collectively, the "**Common Areas**"), and the non-exclusive right of access to and from the Premises by the main entrances to the Building and the Property.

2.2. Accessibility Disclosures

(a) 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.

Landlord discloses (i) Landlord has not been issued a disability access inspection certificate as described in California Civil Code ("**CC**") Section 55.53(e), (ii) pursuant to CC Section 1938, that Landlord has not ordered, performed, or caused to be performed, a Certified Access Specialist ("**CASp**") inspection of the Premises (sometimes referred to as "premises" or "subject premises" for the herein disclosures), and (iii) Landlord makes the following statutory disclosure per CC Section 1938 (the required "**CASp Disclosure**"):

> "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

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making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

Landlord and Tenant agree that if Tenant desires to have the Premises inspected by a CASp, then (1) Tenant will cause the inspection to occur within thirty (30) days after the Effective Date; (2) the inspection will occur during business hours on a business day; (3) Tenant will give Landlord five (5) business days prior written notice of the inspection time and date; (4) Landlord may attend the inspection; (5) the inspection may not include any destructive testing or damage to the Premises or the Building; (6) Tenant will pay for all inspection costs (including fees for any reports prepared by the CASp (collectively, the "CASp Reports"). Tenant will deliver any CASp Reports to Landlord within three (3) business days after Tenant's receipt. Tenant will be solely responsible at Tenant's cost for making improvements, alterations, modifications, and/or repairs to or within the Premises to correct violations of construction-related accessibility standards disclosed by the CASp inspection. If the CASp inspection identifies any improvements, alterations, modifications, and/or repairs necessary to correct violations of construction-related accessibility standards relating to items of the Building or the Project located outside the Premises that are Landlord's obligation to repair under this Lease, then Landlord will perform the improvements, alterations, modifications, and/or repairs as and to the extent required by applicable Laws, and Tenant will reimburse Landlord the cost of the improvements, alterations, modifications, and/or repairs within ten (10) business days after Tenant's receipt of an invoice from Landlord.

(b) Tenant acknowledges that before the execution of this Lease, City provided Tenant with, and Tenant signed, the Disability Access Obligations Notice described in Section 38.3 of the San Francisco Administrative Code. Tenant and City each agree to use reasonable efforts to notify the other party if making any Alterations (as defined in Section 7.1 (Tenant's Alterations)) that might impact accessibility to the Premises under any disability access Legal Requirements (as defined in Section 11.1 (Compliance with Laws)).

2.3. As Is Condition

Tenant acknowledges and agrees that the premises are being leased and accepted in their "as is" condition, without representation or warranty of any kind, and subject to all applicable Legal Requirements (as defined in Section 11.1 (Compliance with Laws) below) governing their use, occupancy, and possession. Tenant represents and warrants to City that Tenant has investigated and inspected, either independently or through agents of Tenant's own choosing, the condition of the Premises and the suitability of the Premises for Tenant's intended use. based solely on its own investigation, Tenant has determined that the Premises are suitable for Tenant's business and intended use. Tenant acknowledges and agrees that neither City nor any of its Agents (as defined in Section 28.5 (Parties and Their Agents, Approvals) below) have made, and City disclaims, any representations or warranties, express or implied, concerning the rentable area of the Premises, the physical or environmental condition of the Premises or the Property, the present or future suitability of the Premises for Tenant's business, or any other matter whatsoever relating to the Premises, including any implied warranties of merchantability or fitness for a particular purpose.

2.4. Energy Consumption Disclosure

Tenant consents to Tenant's utility service providers disclosing energy use data for the Premises to City for use under California Public Resources Code Section 25402.10, as implemented under California Code of Regulations Title 20, Sections 1680–1685, and San

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Francisco Environment Code Chapter 20, as each may be amended from time to time ("**Energy Consumption Reporting Laws**"), and for such data to be publicly disclosed under the Energy Consumption Reporting Laws.

3. TERM

3.1. Lease Term

The Premises are leased for a term (the "**Term**") commencing on the Commencement Date. The Term will end on the expiration date specified in the Basic Lease Information, unless sooner terminated as provided in this Lease. City will deliver the Premises to Tenant on the Commencement Date in their then existing as-is condition as provided above, with no obligation of City to make any improvements, repairs, or alterations.

3.2. Confirmation of Commencement Date and Expiration Date

The dates that the Term commences and terminates under this Lease are, respectively, the "**Commencement Date**" and the "**Expiration Date**."

3.3. RESERVED

3.4. RESERVED

4. RENT

4.1. Base Rent

Throughout the Term beginning on the Commencement Date, Tenant will pay to City the annual Base Rent specified in the Basic Lease Information (the "**Base Rent**"). The Base Rent will be paid to City in advance, without prior demand and without any deduction, setoff, or counterclaim whatsoever, in equal consecutive monthly payments on or before the first day of the Term and on or before the first day of each month thereafter. All sums payable by Tenant to City must be paid in cash or by good funds to the City and County of San Francisco in care of the Director of Property at the primary address for City specified in the Basic Lease Information, or such other place as City may designate in writing. If Tenant pays by personal or business check and the check is not honored, then City may require Tenant to make all future payments in cash or by cashier's check. If the Commencement Date occurs on a day other than the first day of a calendar month, or the Expiration Date occurs on a day other than the last day of a calendar month, then the Base Rent for the partial month will be prorated based on a thirty (30) day month. Within five (5) days after the parties execute this Lease, Tenant will pay to City the Base Rent for the first full month.

4.2. RESERVED

4.3. RESERVED

4.4. Late Charges

Each time Tenant fails to pay any Rent or any portion of Rent within five (5) days following the due date, the unpaid amount will be subject to a late payment charge equal to six percent (6%) of the unpaid amount. City and Tenant have agreed on the late payment charge, after negotiation, as a reasonable estimate of the additional administrative costs and detriment that City will incur resulting from Tenant's failure to timely pay Rent, the actual costs being extremely difficult if not impossible to determine. Tenant will pay the late charge to City together with the unpaid amount.

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4.5. Default Interest

Any Rent, if not paid within five (5) days after the due date, will bear interest from the due date until paid the Prime Rate most recently announced by Bank of America, for the immediately preceding month, plus four percent (4%), which rate will automatically be reduced if it is higher than the rate an individual is permitted to legally charge (the "**Interest Rate**"). Interest will not be payable on late charges or on any amounts on which Tenant paid late charges to the extent this interest would cause the total interest to be more than lawfully permitted. Payment of interest will not excuse or cure any default by Tenant.

4.6. Costs of Collection

In addition to any interest or late charges under Section 4.4 and Section 4.5 above, if Tenant fails to pay Rent in immediately available funds or by good check (if Tenant is permitted to pay by personal or business check), to the extent that the costs incurred by City because of Tenant's failure exceed the late charges applicable to that failure, then Tenant will pay to City immediately upon demand as Additional Charges the amount of any fees, charges, or other costs incurred by City, including dishonored check fees, increased staff time, and any costs of collection.

5. USE

5.1. Permitted Use

Tenant will use and continuously occupy the Premises during the Term solely for the uses specified in the Basic Lease Information (the "**Permitted Use**"), and for no other purpose. Tenant acknowledges that this prohibition on the change in use is expressly authorized by California Civil Code Section 1997.230 and is fully enforceable.

5.2. No Unlawful Uses, Nuisances or Waste

Without limiting the foregoing, Tenant may not use, occupy, or permit the use or occupancy of any of the Premises in a manner that would violate any Legal Requirements or for any illegal purpose, or permit any offensive, noisy, or hazardous use or any waste on or about the Premises. Tenant will take all precautions to eliminate any nuisances or hazards relating to its activities on or about the Premises. Tenant may not conduct any business, place any sales display, or advertise in any manner in areas outside the Premises, Building, or on or about the Property except identification signs in a location and size and design approved by City in its sole discretion.

5.3. RESERVED

6. TENANT IMPROVEMENTS

6.1. Tenant Improvement Work

Tenant will promptly submit to City for City's written approval, in City's sole discretion, the proposed plans and specifications , Tenant's architect or space planner, for the construction and installation of the tenant improvements in the Premises (that work is referred to as the "**Tenant Improvement Work**" or "**Tenant Improvements**" and the plans and specifications are referred to as the "**Plans**"). Tenant is responsible, at no cost to City, for **(a)** performing the Tenant Improvement Work in accordance with the approved Plans and the standards contained in Section 7.1 (Tenant's Alterations) below (except Tenant shall not be required to pay to City an

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administrative fee equal to ten percent (10)% of the total "hard" costs pursuant to Section 7.1 for the Tenant Improvement Work) and **(b)** obtaining all permits and licenses required in connection with the Tenant Improvements. No Tenant Improvement Work may commence in the Premises unless and until this Lease is approved by City's Board of Supervisors and Mayor as further provided in Section 28.25 (Effective Date) below and is fully executed. Tenant may not make any material change to the approved Plans or consent to any change order during the course of construction without first obtaining City's written approval. Additionally, no later than 2 business days prior, an HSH representative must be informed of, and may participate in, all construction meetings during the Tenant Improvement Work. Tenant will ensure that the Tenant Improvement Work does not obstruct access to or through the Building/Common Area and that it does not interfere with City's business being conducted in the Building, other occupants' use of their premises, or with any other work being done in the Building. On completion of the Tenant Improvements, Tenant will provide City a copy of the final as-built plans and specifications and will request City acceptance of the Tenant Improvements. Upon City's written approval, in its sole discretion, that the Tenant Improvements have been been completed in accordance with the final City-approved as-built plans and specifications and any applicable requirements from this Lease ("**Accepted Tenant Improvements**"), Tenant will assign to City any applicable warranties related to the Accepted Tenant Improvements and the Accepted Tenant Improvements will be maintained by the City in accordance with Article 8 below. No approval by City or any of its Agents of the Plans, any changes, or of any Alterations under this Lease will be deemed to constitute approval of any federal, state, or local regulatory authority with jurisdiction over the Premises or Tenant's use of the Premises, and nothing in this Lease limits Tenant's obligation to obtain all needed regulatory approvals at no cost to City.

6.2. Local Hiring Requirements

(a) Any undefined, initially-capitalized term used in this Section has the meaning given to that term in Article 108 of the San Francisco Labor and Employment Code (the "**Local Hiring Requirements**"). Tenant Improvements and Alterations (as defined in Section 7.1 (Tenant's Alterations)) are subject to the Local Hiring Requirements unless the cost for the 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**").

(b) In any contract for a Covered Project, Tenant will include, and will require its subtenants to include, a requirement to comply with the Local Hiring Requirements with specific reference to Article 108 of the San Francisco Labor and Employment Code. Each contract will 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 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 Lease. A contractor's or subcontractor's failure to comply with this Section will enable City to seek the remedies specified in Section 108.4 of the San Francisco Labor and Employment Code against the breaching party.

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6.3. Prevailing Wages and Working Conditions

(a) Any undefined, initially-capitalized term used in this Section has the meaning given to that term in Section 101.1 of the San Francisco Labor and Employment Code. Tenant will require its Contractors and Subcontractors performing work on any Covered Project at the Premises to pay Prevailing Wages in accordance with the requirements of Article 103 of the San Francisco Labor and Employment Code and employ Apprentices in accordance with Article 104 of the San Francisco Labor and Employment Code. Any contract, subcontract, or other type of agreement for the performance of that Covered Project shall (A) require the payment of the highest general Prevailing Rate of Wages as fixed and determined in accordance with Section 103.2 of the San Francisco Labor and Employment Code to all persons performing labor or work for the Covered Project and employment of Apprentices in accordance with Section 104.1 of the San Francisco Labor and Employment Code, (B) require all records described in Section 103.3(e) of the San Francisco Labor and Employment Code to be kept and submitted in compliance with the requirements of that subsection, (C) 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 of Article 103 of the San Francisco Labor and Employment Code and apprenticeship requirements of Article 104 of the San Francisco Labor and Employment Code, including the right to file charges and seek penalties against any Contractor or Subcontractor in accordance with Articles 103 through 106 of the San Francisco Labor and Employment Code, (D) include the Prevailing Rate of Wages or a statement that copies of the Prevailing Rate of Wages as fixed and determined in accordance with Section 103.2 of the San Francisco Labor and Employment Code are on file at the job site and available to any interested party on request, and (E) include the following provisions:

1) the Contractor will cooperate fully with the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the Prevailing Wage requirements and other labor standards imposed on the Contractor by the Charter or the San Francisco Municipal Code;

2) the Contractor agrees that the Labor Standards Enforcement Officer, and the Officer's designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, employee time sheets, inspection logs, Contractor daily logs, payroll records, employee paychecks, employee paystubs, and proof of payment documents;

3) the Contractor shall maintain a record in the format prescribed by the Office of Labor Standards Enforcement of sign-in and sign-out showing which employees have been present on the job site;

4) the Contractor shall prominently post at each job site a sign informing employees that the project is subject to the Prevailing Wage requirements and that these requirements are enforced by the Labor Standards Enforcement Officer; and

5) the Labor Standards Enforcement Officer may audit such records of the Contractor or Subcontractor as the Labor Standards Enforcement Officer reasonably deems necessary to determine compliance with the Prevailing Wage

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and other labor standards imposed by the San Francisco Charter or the San Francisco Municipal Code.

Failure to comply with any of these requirements may result in penalties and forfeitures consistent with analogous provisions of the California Labor Code, including Section 1776(h), as amended from time to time.

(b) Tenant will reasonably cooperate with City in any action or proceeding against a Contractor or Subcontractor that fails to pay the Prevailing Rate of Wages or employ Apprentices as required. Tenant's failure to comply with its obligations under this Section will constitute a material breach of this Lease. A Contractor's or Subcontractor's failure to comply with this Section will enable City to seek the remedies specified in accordance with Articles 103 through 106 of the San Francisco Labor and Employment Code against the breaching party.

(c) Tenant will also pay, and will require its subtenants, and Contractors and Subcontractors (regardless of tier) to pay, the Prevailing Rate of Wage for work as required by Article 102 of the San Francisco Labor and Employment Code, including a Public Off-Street Parking Lot, Garage or Automobile Storage Facility (as defined in Section 102.3); a Show (as defined in Section 102.4); a Special Event (as defined in Section 102.8); Broadcast Services (as defined in Section 102.9); Commercial Vehicles, Loading and Unloading for Shows and Special Events (as defined in Section 102.10); and Security Guard Services for Events (as defined in Section 102.11).

7. ALTERATIONS

7.1. Tenant's Alterations

(a) General. Tenant will not make or permit any alterations, installations, additions, or improvements, structural or otherwise (collectively, "**Alterations**") **(i)** in, to or about the Premises **(ii)** to the Building or **(iii)** to the heating, ventilating, air conditioning, plumbing, electrical, fire protection, life safety, security, and other mechanical, electrical, or communications systems of the Building ("**Building Systems**"), without City's prior written consent in each instance. All Alterations will be done at Tenant's expense in accordance with plans and specifications approved by City, only by duly licensed and bonded contractors or mechanics approved by City, and subject to any conditions that City may reasonably impose. With respect to any Alterations that would be visible from the exterior of the Building, Tenant will obtain the prior written approval of City's Arts Commission to the extent the Arts Commission has jurisdiction over the design of the proposed alterations under City's Charter Section 5.103. If the cost of any Alterations is in excess of Five Thousand Dollars ($5,000), then Tenant will pay to City an administrative fee equal to ten percent (10%) of the total "hard" costs of the work to compensate City for its review costs.

(b) Asbestos. Without limiting Section 26.2 (No Hazardous Materials) below, if it is determined that asbestos-containing materials ("**ACM**") exist in or about the Premises, Tenant will ensure that all Alterations and any asbestos-related work, as defined in California Health & Safety Code Section 25914.1(b), is performed in compliance with all Legal Requirements relating to asbestos, including California Occupational Safety and Health (OSHA) regulations found in Title 8 of the California Code of Regulations, Sections 1502 and 1529. Additionally, Tenant will distribute notifications to all employees and contractors as required under California Health & Safety Code Section 25915 et seq. informing them of the existence of ACM and that moving, drilling, boring, or otherwise disturbing ACM may present a health risk and should not be attempted by an unqualified employee. No Alterations affecting ACM-

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containing areas or any asbestos related work may be performed without City's prior written consent in each instance.

(c) Prevailing Wage and Local Hiring Requirements. Tenant and its subtenants will comply with the applicable requirements of Section 6.2 (Local Hiring Requirements) and Section 6.3 (Prevailing Wages and Working Conditions) above in the performance of any Alterations.

(d) Tenant's Improvements or Alterations that Disturb or Remove Lead-Based Paint. Tenant, on behalf of itself and its Agents or Invitees, will comply with all requirements of the San Francisco Building Code, Section 3407, and all other Legal Requirements, including the California and United States Occupational Health and Safety Acts and their implementing regulations, when the work of improvement or alteration disturbs or removes exterior lead-based or "presumed" lead-based paint (as defined below). Tenant and its Agents or Invitees (defined in Section 28.5 (Parties and Their Agents; Approvals) below) will give to City three (3) business days' prior written notice of any disturbance or removal of exterior lead-based or presumed lead-based paint. Further, Tenant and its Agents or Invitees, when disturbing or removing exterior lead-based or presumed lead-based paint, may not use or cause to be used any of the following methods: **(i)** acetylene or propane burning and torching; **(ii)** scraping, sanding or grinding without containment barriers or a High Efficiency Particulate Air filter ("**HEPA**") local vacuum exhaust tool; **(iii)** hydroblasting or high-pressure wash without containment barriers; **(iv)** abrasive blasting or sandblasting without containment barriers or a HEPA vacuum exhaust tool; and **(v)** heat guns operating above 1,100 degrees Fahrenheit. Paint on the exterior of buildings built before December 31, 1978, is presumed to be lead-based paint unless lead-based paint testing, as defined in Section 3407 of the San Francisco Building Code, demonstrates an absence of lead-based paint on the exterior surfaces of the buildings. Under this Section, lead-based paint is "disturbed or removed" if the work of improvement or alteration involves any action that creates friction, pressure, heat, or a chemical reaction on any lead-based or presumed lead-based paint on an exterior surface so as to abrade, loosen, penetrate, cut through, or eliminate paint from that surface. Notice to City under this Lease will not constitute notice to City's Department of Building Inspection required under San Francisco Building Code Section 3407.

7.2. Title to Improvements

Except for Tenant's Personal Property (as described in the next section), or as may be specifically provided to the contrary in the approved Plans, all appurtenances, fixtures, improvements, equipment, additions, and other property attached or affixed to or installed in the Premises at the Commencement Date or during the Term, including the Tenant Improvements and any Alterations, will be and remain, City's property. Tenant may not remove any City property at any time during or after the Term unless City so requests as further provided in Section 24 (Surrender of Premises) below.

7.3. Tenant's Personal Property

All furniture, trade fixtures, office equipment, and articles of movable personal property installed in the Premises by or for the account of Tenant, without expense to City, and that can be removed without structural or other damage to the Premises (collectively, "**Tenant's Personal Property**") will be and remain, Tenant's property. Tenant may remove its Personal Property at any time during the Term, subject to the provisions of Section 24 (Surrender of Premises) below. Tenant will pay any taxes or other impositions levied or assessed on Tenant's Personal Property,

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at least ten (10) days before delinquency, and, on request, deliver satisfactory evidence of that payment to City.

7.4. City's Alterations of the Building and Building Systems

City reserves the right at any time to make alterations, additions, repairs, deletions, or improvements to the Common Areas or any other part of the Building or the Building Systems, provided that the alterations or additions do not materially adversely affect the functional utilization of the Premises for the Permitted Use.

8. REPAIRS AND MAINTENANCE

8.1. City's Repairs

City will repair and maintain the structural portions of the Building, including the Building Systems, the elevators, Accepted Tenant Improvements (if any), and the Common Areas; provided, however, Tenant will reimburse City for any damage, excluding normal wear and tear, caused by any act or omission of Tenant, its Agents, or its Invitees. In making those repairs, City may use structures in the Premises where reasonably required, provided that the work may not block the main entrance to the Premises or unreasonably interfere with Tenant's business. Tenant waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned thereby.

8.2. Tenant's Repairs

At no expense to City, Tenant will maintain (and replace, if necessary) all furniture, fixtures, and equipment in the Premises and any Tenant Improvements that are not Accepted Tenant Improvements (as described in Section 6.1 above) in good repair and working order and in a clean, secure, safe, and sanitary condition.

9. LIENS AND ENCUMBRANCES

9.1. Liens

Tenant will keep the Premises and the rest of the Property free from any liens arising out of any work performed, material furnished, or obligations incurred by or for Tenant. If, within five (5) days after the imposition of any lien, Tenant does not cause the lien to be released of record by payment or posting a bond, then, in addition to all other remedies, City may, but is not obligated to, cause the lien to be released in any way it deems proper, including payment of the claim giving rise to the lien. All sums paid by City and all expenses incurred by it in connection with releasing the lien (including reasonable attorneys' fees) will be payable by Tenant to City on demand. City may post on the Premises any notices that City may deem proper for the protection of City, the Premises, and the Building from mechanics' and material supplier's liens. Tenant will indemnify, defend, and hold City and its Agents harmless from and against any claims for mechanic's, material supplier's, or other liens in connection with any Alterations, repairs, or construction on the Premises, or materials furnished, or obligations incurred by or for Tenant.

9.2. Encumbrances

Tenant may not create, permit, or suffer any liens or encumbrances affecting any portion of the Premises, the Property, or City's interest in the Property or under this Lease.

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10. UTILITIES AND SERVICES

10.1. Utilities and Services

City will provide the basic Building utilities and services described in the attached **Exhibit D** (the "**Standard Utilities and Services**") to the Premises, subject to the terms and conditions stated in **Exhibit D**. At no cost to City, Tenant will be responsible for furnishing any utilities or services that Tenant may need for its use of the Premises other than or in excess of the Standard Utilities and Services. Tenant acknowledges that natural gas or propane service and plumbing may not be installed in the Building, except as specifically provided in San Francisco Environment Codes Section 706.

10.2. Water and Energy Conservation; Mandatory or Voluntary Restrictions

If any Legal Requirements impose mandatory or voluntary controls on City or any part of the Property relating to the use or conservation of energy, water, gas, light, or electricity or the reduction of automobile or other emissions, or the provision of any other utility or service provided with respect to this Lease, or if City is required or elects to make alterations to any part of the Building to comply with mandatory or voluntary controls or guidelines, then that compliance and making of any related alterations will not entitle Tenant to any damages, relieve Tenant of the obligation to pay the full Rent or to perform each of its other covenants under the Lease, or constitute or be construed as a constructive or other eviction of Tenant. At any time, City may install a water meter in the Premises or to otherwise measure the amount of water consumed on the Premises, and Tenant will pay for the cost of the meter or other means of measurement and its installation and maintenance.

10.3. Excess Use

If Tenant requires any utilities or services to be provided by City in excess of the Standard Utilities and Services for the Premises, Tenant will first procure City's written consent, which City may give, condition, or withhold in its sole discretion. If City consents, then Tenant will pay to City, as Additional Charges, the cost of the excess usage. City's failure to bill Tenant for excess utilities or services will not impair City's right to bill Tenant for the costs at a later date. Without limiting the foregoing, Tenant will not: **(a)** connect or use any apparatus, device, or equipment that will require a dedicated circuit or that will impair the proper functioning or capacity of the Building Systems; or **(b)** connect any apparatus, device, or equipment through electrical outlets except in the manner the outlets are designed and without the use of any device intended to increase the plug capacity of any electrical outlet (such as power strips); or **(c)** maintain at any time an electrical demand load over any amount specified in the Rules and Regulations. If, at any time, City has reason to believe that Tenant may be using any utility or service in excess of the amount allowed to the Premises under the Standard Building Utilities or Services, City may install a separate meter in the Premises or to take other appropriate steps to measure the amount of utility or service used in the Premises, and Tenant will pay for the cost of the meter or other means of measurements, and its installation and maintenance.

10.4. Floor Load

Tenant will not place or install in the Premises any equipment that weighs more than the normal load-bearing capacity of the floors of the Building without City's prior written consent, which City may give, condition, or refuse in its sole discretion. If City consents to the placement or installation of any overweight equipment in the Premises, Tenant will reinforce the floor of the Premises, at no cost to City, under plans and specifications approved by City and otherwise in compliance with Section 7.1 (Tenant's Alterations), to the extent necessary to assure that no

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damage to the Premises or the Building or weakening of any structural supports will occur because of Tenant's overweight equipment.

10.5. Interruption of Services

City's obligation to provide utilities and services for the Premises are subject to the Rules and Regulations of the Building, applicable Legal Requirements (including the rules or actions of the public utility company furnishing the utility or service), and shutdowns for maintenance and repairs, for security purposes, or because of acts of nature, accidents, epidemics and related governmental orders and requirements, repairs, strikes, lockouts, other labor disputes, protests, riots, demonstrations, inability to obtain utilities or materials, or other causes beyond City's control. In the event of an interruption in, or failure or inability to provide any service or utility for the Premises for any reason, then the interruption, failure, or inability will not constitute an eviction of Tenant, constructive or otherwise, or impose on City any liability whatsoever, including liability for consequential damages or loss of business by Tenant; but if the interruption, failure, or inability impairs Tenant's ability to carry on its business in the Premises for five (5) or more consecutive business days, then Tenant will have the right, as Tenant's sole remedy, to abate the Rent in an amount calculated by City based on the extent the interruption, failure, or inability impairs Tenant's ability to carry on its business in the Premises. Tenant hereby waives the provisions of California Civil Code Section 1932(1) or any other applicable Legal Requirements permitting the termination of this Lease due to the interruption, failure, or inability.

10.6. RESERVED

11. COMPLIANCE WITH LEGAL REQUIREMENTS AND RISK MANAGEMENT REQUIREMENTS

11.1. Compliance with Legal Requirements

At no cost to City, Tenant will promptly comply with all present or future federal, state, local, and administrative laws, ordinance, resolution, regulation, requirement, proclamation, order, or decree of any municipal, county, state, or federal government or other governmental or regulatory authority, board of fire underwriters, or any directive or occupancy certificate issued under any law by any public officer or officers acting in their regulatory capacity (now or later in effect, collectively "**Legal Requirements**") relating to the Premises or the Property or the use or occupancy of the Premises and with any and all recorded covenants, conditions, and restrictions affecting all or any portion of the Property, whether in effect at the time of the execution of this Lease or adopted or recorded at any time later and whether or not they were considered by the parties in negotiating this Lease. It is Tenant's obligation, at no cost to City, to cause the Premises and Tenant's uses thereof to be conducted in compliance with the Americans With Disabilities Act, 42 U.S.C. Section 12101 et seq. and any other applicable disability access Legal Requirements. Tenant will not be required to make any structural Alterations in order to comply with disability access Legal Requirements unless the Alterations are required, in whole or in part, directly or indirectly, by the Tenant Improvements or any other Alterations, Tenant's use of the Premises, or any act or omission of Tenant, its Agents, or Invitees. Any Alteration made by or on behalf of Tenant under the provisions of this Section will comply with the provisions of Section 8.2 (Tenant's Repairs) above. Tenant's obligation to comply with all Legal Requirements is a material part of the bargained-for consideration under this Lease. Tenant's obligation under this Section includes its responsibility to make substantial or structural repairs

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and Alterations to the Premises (including any of the Tenant Improvements or any of Tenant's Alterations), regardless of, among other factors, the relationship of the cost of curative action to the Rent under this Lease, the length of the then remaining Term, the relative benefit of the repairs to Tenant or City, the degree to which the curative action may interfere with Tenant's use or enjoyment of the Premises, the likelihood that the parties contemplated the particular Legal Requirements involved, and whether the Legal Requirements involved are related to Tenant's particular use of the Premises.

11.2. Regulatory Approvals

(a) Responsible Party. Tenant's use of the Premises and construction of the Tenant Improvements permitted hereunder may require authorizations, approvals, or permits from governmental regulatory agencies with jurisdiction over the Premises, including City agencies. Tenant is solely responsible for obtaining all regulatory approvals. Tenant may not seek any regulatory approval without first obtaining City's written consent. Tenant will bear all costs associated with applying for and obtaining any regulatory approval and is solely responsible for satisfying any and all conditions imposed by regulatory agencies as part of a regulatory approval; provided, however, any condition that could affect use or occupancy of the Property or City's interest in the Property will first be approved by City in its sole discretion. Tenant will immediately pay and discharge any fines or penalties levied as a result of Tenant's failure to comply with the terms and conditions of any regulatory approval, and City will have no liability, monetary or otherwise, for any fines or penalties. Tenant will Indemnify City and the other Indemnified Parties (defined in Section 18.2 (Tenant's Indemnity) below) against all Claims arising in connection with Tenant's failure to obtain or failure by Tenant, its Agents, or its Invitees to comply with the terms and conditions of any regulatory approval.

(b) City Acting as Owner of Real Property. City is entering into this Lease in its capacity as a property owner with a proprietary interest in the Premises and not as a regulatory agency with police powers. Nothing in this Lease will limit in any way Tenant's obligation to obtain any required approvals from City officials, departments, boards, agencies, commissions, or other body having jurisdiction over the Premises. By entering into this Lease, City is not modifying or limiting Tenant's obligation to cause the Premises to be used and occupied in accordance with all applicable Legal Requirements.

11.3. Compliance with City's Risk Management Requirements

Tenant will not do anything, or permit anything to be done, in or about the Premises that would be prohibited by or increase rates under a standard form fire insurance policy or subject City to potential premises liability. At no cost to City, Tenant will faithfully observe any and all requirements of City's Risk Manager with respect to Tenant's use and occupancy of the Premises.

12. SUBORDINATION

This Lease is and will be subordinate to any reciprocal easement agreement, ground lease, facilities lease, or other underlying lease and the lien of any mortgage or deed of trust and all renewals, modifications, consolidations, replacements, and extensions of any of the foregoing, that may now exist or later be executed by City affecting the Property or City's interest in the Property, without the necessity of executing any instrument to effectuate the subordination. Notwithstanding the foregoing, City or the holder will, in its respective discretion, may elect not to subordinate those interests to this Lease. If any ground lease or underlying lease terminates for any reason or any mortgage or deed of trust is foreclosed or a conveyance in lieu of

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foreclosure is made for any reason, Tenant will attorn to City's successor-in-interest, if desired by the successor-in-interest. The provisions of this Section are self-operative, and no further instrument will be required. On City's demand, however, Tenant will execute and deliver any additional documents in the form requested by City evidencing the priority or subordination of this Lease.

13. INABILITY TO PERFORM

No actual or constructive eviction, in whole or in part, will entitle Tenant to any abatement or reduction of Rent or relieve Tenant from any of its obligations under this Lease. If City is unable to perform or is delayed in performing any of City's obligations under this Lease by reason of acts of nature, accidents, epidemics and related governmental orders and requirements , repairs, strikes, lockouts, other labor disputes, protests, riots, demonstrations, inability to obtain utilities or materials, or by any other reason beyond City's reasonable control, then that inability or delay will not constitute an eviction under this Lease, or impose any liability on City or its Agents because of the inconvenience, annoyance, interruption, injury, or loss to or interference with Tenant's business or use and occupancy or quiet enjoyment of the Premises or any other loss or damage due to City's inability or delay. Tenant waives and releases any right to terminate this Lease under Section 1932, subdivision 1 of the California Civil Code or any similar Legal Requirements.

14. DAMAGE AND DESTRUCTION

If all or any portion of the Premises are damaged by casualty but the Premises remain tenantable for the Permitted Use, then the damage will be repaired in accordance with Section 8 (Repairs and Maintenance) above. If the Premises or any portion of it or the Building are completely destroyed by any cause, or are so damaged that the Premises are untenantable, then, within forty-five (45) days after the date the destruction or damage, City will give Tenant written notice whether or not City will repair the Premises or Building so that the Premises are in a tenantable condition for Tenant's Permitted Use (the "**Repairs**") within one hundred eighty (180) days after the date of the destruction or damage. If City's notice states that the Repairs will not be made within one hundred eighty (180) days after the date of the damage or destruction, then either City or Tenant may terminate this Lease by written notice given to the other within thirty (30) days after receipt of City's Repair notice. If neither party terminates this Lease, then, with due diligence, City will repair the Premises for the Permitted Use.

In addition, if more than twenty-five percent (25%) of the replacement value of the Building is destroyed, then City may terminate this Lease by written notice to Tenant given within ninety (90) days after the damage or destruction, which termination will be effective as of the date of the notice.

Notwithstanding anything to the contrary in this Lease, if the Building or the Premises are damaged or destroyed in the last twelve (12) months of the Term, then either party may terminate this Lease upon written notice to the other party given within thirty (30) days after the damage or destruction occurs.

City and Tenant intend that in the event of any damage or destruction to the Premises or the Building that this Section 14 will govern the rights and obligation of the parties; accordingly, Tenant waives the provisions of Subdivision 2 of Section 1932 of the California Civil Code and the provisions of Subdivision 4 of Section 1933 of the California Civil Code, and all similar Legal Requirements.

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15. EMINENT DOMAIN

If the Premises or any portion of it is taken under the power of eminent domain or sold under threat of exercise of eminent domain (collectively, "**Condemnation**") this Lease will terminate as to the part taken as of the date the condemning authority takes title or possession, whichever occurs first. Each party will promptly notify the other of any pending or threatened Condemnation. If more than 10% of the Premises or convenient access to the Premises is taken by Condemnation, then either party may, at its option, terminate this Lease by giving written notice to the other party within ten (10) days after receiving any resolution of necessity (or notice of any similar action by the condemning authority) ("**Condemnation Notice**") regarding a pending or threatened Condemnation. If all or any portion of the Building is taken by Condemnation, then, at its option, City may terminate this Lease by giving written notice to Tenant within thirty (30) days after receiving Condemnation Notice. Any termination will be effective the earlier of thirty (30) days after the termination notice and the date the condemning authority takes title or possession, whichever occurs first. If neither party terminates this Lease, then this Lease will remain in full force and effect as to the portion of the Premises remaining, and City will proportionally reduce Base Rent. Condemnation awards will be City's property, whether the award is made as compensation for the reduction in value of the leasehold, the value of the part taken, or for severance damages, but Tenant may petition for a separate award for Tenant's relocation expenses or Tenant's Personal Property. All Alterations or improvements made to the Premises will be considered City's property for the purposes of any Condemnation and City will be entitled to the Condemnation award. If this Lease is not terminated under this paragraph, then City will repair any damage to the Premises caused by the Condemnation.

City and Tenant intend that the provisions of this Section 15 govern fully in the event of a Condemnation and accordingly, the parties each waive any right to terminate this Lease in whole or in part under Sections 1265.110, 1265.120, 1265.130 and 1265.140 of the California Code of Civil Procedure or under any similar Legal Requirements.

16. ASSIGNMENT AND SUBLETTING

16.1. Restriction on Assignment and Subletting

Tenant may not directly or indirectly (including by merger, acquisition, or other transfer of any controlling interest in Tenant), voluntarily or by operation of law, sell, assign, encumber, pledge, or otherwise transfer any part of its interest in or rights with respect to the Premises or its leasehold estate hereunder (collectively, an "**Assignment**"), or permit or license any portion of the Premises to be used or occupied by anyone other than itself, or sublet any portion of the Premises (collectively, "**Sublease**"), without City's prior written consent in each instance, as provided below. Notwithstanding the foregoing, Tenant may Assign this Lease or Sublet any or all portions of the Premises to any Tenant's Affiliate (as defined below) without obtaining City's consent by giving City written notice of its intent thereof at least fifteen (15) business days before the proposed effective date of the transfer. As used in this Section, the term "**Tenant's Affiliate**" means any of the following: **(a)** any person or entity owning, directly or indirectly, fifty percent (50%) or more of the ownership interests of Tenant (an "**Owning Person**"), **(b)** any entity, fifty percent (50%) or more of the ownership interests of which are owned, directly or indirectly, by any Owning Person, **(c)** any entity, fifty percent (50%) or more of the ownership interests of which are owned, directly or indirectly, by Tenant. Tenant will provide any Assignment and Sublease documents (whether City's consent is required or not) to the City Assessor-Recorder within sixty (60) days of execution of such document, as provided in Section 29.2 below.

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16.2. Notice of Proposed Transfer

If Tenant desires to enter into an Assignment or a Sublease, it will give written notice (a "**Notice of Proposed Transfer**") to City of its intention to do so. The Notice of Proposed Transfer will identify the proposed transferee and state the terms and conditions of the proposed Assignment or Sublease. Tenant will deliver to City with its request for City's consent, the proposed Assignment or Sublease and current financial statements of the proposed Transferee, prepared by an independent certified public accountant, and promptly on City's request, any additional documents or information reasonably related to the proposed transaction or Transferee.

16.3. City's Response

(a) Within twenty (20) business days after City's receipt of the Notice of Proposed Transfer (the "**Response Period**"), by written notice to Tenant, City may elect to: **(i)** sublease the portion of the Premises specified in the Notice of Proposed Transfer on the terms and conditions set forth in the notice, except as otherwise provided in Section 16.4 (City Sublease or Recapture Space) (a "**City Sublease**"), or **(ii)** terminate this Lease as to the portion of the Premises that is specified in the Notice of Proposed Transfer, with a proportionate reduction in Base Rent (a "**Recapture**").

(b) If City declines to exercise either of its options under subsection (a) above, then Tenant will have ninety (90) days following the earlier of **(i)** City's notice that it will not elect either option or **(ii)** the expiration of the Response Period, to enter into the Assignment or Sublease, subject to City's prior written approval of the proposed assignee or subtenant (in either case, a "**Transferee**") and the terms and conditions of the proposed Sublease or Assignment. One hundred percent (100%) of any rent or other consideration realized by Tenant under any Assignment or Sublease in excess of the Base Rent and Additional Charges (or the amount proportionate to the portion of the Premises subject to a Sublease) will be paid to City, after Tenant has recovered any reasonable brokers' commissions and the reasonable cost of any leasehold improvements that Tenant has incurred in connection with the Sublease or Assignment. Tenant will provide City with any information regarding the proposed Transferee and the Assignment or Sublease as City may reasonably request. City will not unreasonably withhold its approval of any proposed Transferee. If Tenant does not enter into the Assignment or Sublease within ninety (90) days after the earlier of the events described in clauses (i) or (ii) above, then Tenant will submit a new Notice of Proposed Transfer for any Assignment or Sublease.

(c) If, after City declines to exercise any of the options under subsection (a) above, Tenant desires to enter into an Assignment or a Sublease **(i)** on terms and conditions materially more favorable to Tenant than those contained in the Notice of Proposed Transfer or **(ii)** with a Transferee that is currently a tenant or other occupant of the Building, then Tenant will give City a new Notice of Proposed Transfer, which notice will state the terms and conditions of the Assignment or Sublease and identify the proposed Transferee, and City will again be entitled to elect one of the options provided in subsection (a) at any time within twenty (20) business days after City's receipt of the new Notice of Proposed Transfer.

(d) If City elects either of the options provided in subsection (a), City may enter into a lease, sublease, or assignment agreement for the Premises (or portion specified in the Notice of Proposed Transfer) with any party, including the proposed Transferee identified in Tenant's notice.

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(e) Notwithstanding the foregoing, if any Event of Default by Tenant has occurred and is continuing at the time of Tenant's Notice of Proposed Transfer (or if any event occurs that, with the giving of notice or the passage of time or both, would constitute an Event of Default), then City may elect by notice to Tenant to refuse to consent to Tenant's proposed Transfer and pursue any of its right or remedies or at law or in equity.

16.4. City Sublease or Recapture Space

If City elects to Sublease or Recapture from Tenant as described in Section 16.3 (City's Response), then the following apply:

(a) In the case of a City Sublease, **(i)** City may use the portion of the Premises covered by the Notice of Proposed Transfer (the "**City Sublease Space**") for any legal purpose, **(ii)** the rent payable by City to Tenant will be the lesser of **(A)** the amount in the Notice of Proposed Transfer or **(B)** the Base Rent payable by Tenant under this Lease at the time of the City Sublease (or, if the City Sublease is for less than the entire Premises, the amount proportionate to the City Sublease Space), **(iii)** City may make alterations and improvements to the City Sublease Space and may remove any alterations or improvements, in whole or in part, before or on the expiration of the City Sublease, provided that City will repair any damage or injury to the City Sublease Space caused by that removal, **(iv)** City will have the right to further sublease or assign the City Sublease Space to any party, without Tenant's consent, and **(v)** Tenant will pay to City on demand any costs incurred by City in physically separating the City Sublease Space (if less than the entire Premises) from the balance of the Premises and in complying with any applicable Legal Requirements or regulations relating to the separation.

(b) In the case of Recapture, **(i)** the portion of the Premises subject to the Recapture (the "**Recapture Space**") will be deleted from the Premises for all purposes under this Lease, and Tenant and City will be relieved of all their rights and obligations under this Lease with respect to the Recapture Space, unless those rights and obligations expressly survive the Expiration Date or other termination of this Lease, and **(ii)** City will pay any cost incurred in physically separating the Recapture Space (if less than the entire Premises) from the balance of the Premises and in complying with any applicable Legal Requirements relating to the separation.

16.5. Effect of Sublease or Assignment

No Sublease or Assignment by Tenant or any consent by City will relieve Tenant, or any guarantor, of any obligation to be performed by Tenant under this Lease. Any Sublease or Assignment not in compliance with this Section will be void and, at City's option, will constitute a material default by Tenant under this Lease. City's acceptance of any Base Rent or other payments from a proposed Transferee will not constitute City's consent to any Sublease or Assignment or a recognition of any Transferee, or City's waiver of any failure of Tenant or other transferor to comply with this Section. If there is an Assignment or Sublease, whether in violation of or in compliance with this Section, and a Transferee or any successor of Tenant defaults in the performance or observance of any of the terms of this Lease or any Sublease or Assignment agreement, City may proceed directly against Tenant without the necessity of exhausting remedies against the Transferee or successor.

16.6. Assumption by Transferee

Each Transferee (other than City) will assume all obligations of Tenant under this Lease and will be liable jointly and severally with Tenant for the payment of the Rent, and for the performance of all of Tenant's obligations under this Lease. No Assignment will be binding on

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City unless Tenant or Transferee has delivered to City a counterpart of the Assignment and an instrument in recordable form that contains a covenant of assumption by the Transferee satisfactory in form and substance to City. Transferee's failure or refusal under an Assignment to execute the instrument of assumption, however, will not release the Transferee from its liability under this Lease, as set forth above. Tenant will reimburse City on demand for any reasonable costs that may be incurred by City in connection with any proposed Sublease or Assignment, including the costs of making investigations as to the acceptability of the proposed Transferee and legal costs incurred in connection with the granting of any requested consent.

16.7. Indemnity for Relocation Benefits

Without limiting Section 16.6 (Assumption by Transferee) above, Tenant will cause any Transferee to expressly waive entitlement to any and all relocation assistance and benefits in connection with this Lease. Tenant will Indemnify City for any and all Claims (as defined in Section 18.2 (Tenant's Indemnity)) arising out of any relocation assistance or benefits payable to any Transferee. Tenant's obligation to Indemnify City will survive the expiration or termination of this Lease and any Assignment or Sublease.

17. DEFAULT; REMEDIES

17.1. Events of Default

Any of the following will constitute an event of default (the "**Event of Default**") by Tenant under this Lease:

(a) a failure to pay Base Rent or Additional Charges when due that continues for three (3) days after the date of City's written notice, but City will not be required to provide notice more than twice during any twelve (12)-month period, and any failure by Tenant after Tenant has received two (2) notices in a twelve (12)-month period will constitute an Event of Default by Tenant under this Lease without any further notice from City or opportunity for Tenant to cure except as may be required by Section 1161 of the California Code of Civil Procedure;

(b) a failure to comply with any other covenant, condition, representation, or warranty made under this Lease that continues for fifteen (15) days after the date of written notice by City, provided that if the default is not capable of cure within the fifteen (15)-day period, Tenant will have a reasonable period to complete the cure if Tenant promptly undertakes action to cure the default within the fifteen (15)-day period and thereafter diligently prosecutes the same to completion within sixty (60) days after the receipt of City's notice of default. City will not be required to provide a written notice of default more than twice in any twelve (12)-month period for any material non-monetary defaults and after the second notice in any twelve (12)-month period, any subsequent failure by Tenant during that twelve (12)-month period will constitute an Event of Default;

(c) a vacation or abandonment of the Premises for a continuous period in excess of five (5) business days; or

(d) an appointment of a receiver to take possession of all or substantially all of Tenant's assets, or an assignment by Tenant for the benefit of creditors, or any action taken or suffered by Tenant under any insolvency, bankruptcy, reorganization, moratorium, or other debtor relief act or statute, whether now existing or hereafter amended or enacted, if the receiver, assignment, or action is not released, discharged, dismissed, or vacated within sixty (60) days.

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17.2. Remedies

On the occurrence of an Event of Default City will have the following remedies, which are not exclusive but are cumulative and in addition to any other remedies now or later allowed by law or in equity:

(a) City may terminate Tenant's right to possession of the Premises at any time by written notice to Tenant. Tenant expressly acknowledges that in the absence of a written notice from City, no other act of City, including its re-entry into the Premises, its efforts to relet the Premises, its reletting of the Premises for Tenant's account, its storage of Tenant's Personal Property and trade fixtures, its acceptance of keys to the Premises from Tenant, its appointment of a receiver, or its exercise of any other rights and remedies under this Section 17.2 or otherwise under Legal Requirements, will constitute an acceptance of Tenant's surrender of the Premises or constitute a termination of this Lease or of Tenant's right to possession of the Premises.

(b) On a written termination of Tenant's right to possession of the Premises, this Lease will terminate, and City will be entitled to recover damages from Tenant as provided in California Civil Code Section 1951.2 or any other applicable existing or future Legal Requirement providing for recovery of damages for a breach, including the following:

(i) The reasonable cost of recovering the Premises; plus

(ii) The reasonable cost of removing Tenant's Alterations, trade fixtures, and improvements; plus

(iii) All unpaid Rent due or earned under this Lease before the date of termination, less the proceeds of any reletting or any rental received from subtenants before the date of termination, together with interest at the Interest Rate, on those amounts from the date the Rent is due and payable until the date of the award of damages; plus

(iv) The amount by which the Rent which would be payable by Tenant under this Lease, as reasonably estimated by City, from the date of termination until the date of the award of damages, exceeds the amount of the rental loss that Tenant proves could have been reasonably avoided, together with interest at the Interest Rate on those amounts from the date the Rent is due and payable until the date of the award of damages; plus

(v) The amount by which the Rent which would be payable by Tenant under this Lease, as reasonably estimated by City, for the remainder of the Term, after the date of the award of damages exceeds the amount the rental loss that Tenant proves could have been reasonably avoided, discounted at the discount rate published by the Federal Reserve bank of San Francisco for member banks at the time of the award plus one percent (1%); plus

(vi) Other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable Legal Requirements, including any other amount necessary to compensate City for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease that, in the ordinary course of things, would be likely to result therefrom.

(c) City has the remedy described in California Civil Code Section 1951.4 (a landlord may continue the lease in effect after the 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), and may continue this Lease in full force and effect and may enforce all of its rights and remedies under this Lease, including the right to recover Rent as it becomes due. After the

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occurrence of an Event of Default, City may enter the Premises without terminating this Lease and sublet all or any part of the Premises for Tenant's account to any person, for a term (which may be a period beyond the remaining Term), at rents, and on other terms and conditions that City deems advisable. If City sublets, rents received by City from the subletting will be applied **(i)** first, to the payment of the costs of maintaining, preserving, altering, and preparing the Premises for subletting, the other costs of subletting, including brokers' commissions, attorneys' fees, and expenses of removal of Tenant's Personal Property, trade fixtures, and Alterations; **(ii)** second, to the payment of Rent then due and payable under this Lease; **(iii)** third, to the payment of future Rent as it becomes due and payable under this Lease; and **(iv)** fourth, the balance, if any, will be paid to Tenant on (but not before) expiration of the Term. If the rents received by City from any subletting, after application as provided above, are insufficient in any month to pay the Rent due under this Lease for the month, Tenant will pay the deficiency to City on demand. Notwithstanding any subletting for Tenant's account without termination, at any time thereafter, by written notice to Tenant, City may elect to terminate this Lease by virtue of a previous Event of Default.

(d) During the continuance of an Event of Default, for so long as City does not terminate Tenant's right to possession of the Premises and subject to Section 16 (Assignment and Subletting) and the rights granted to City under that Section, City will not unreasonably withhold its consent to an Assignment or Sublease of Tenant's interest in the Premises or in this Lease.

(e) During the continuance of an Event of Default, City may enter the Premises without terminating this Lease and remove all Tenant's Personal Property, Alterations, and trade fixtures from the Premises and store them at Tenant's risk and expense. If City removes Tenant's Personal Property, Alterations, and trade fixtures from the Premises and stores it at Tenant's risk and expense, and if Tenant fails to pay the cost of the removal and storage after written demand and/or to pay any Rent then due, then, after the property has been stored for a period of thirty (30) days or more, City may sell it at public or private sale, in the manner and at the times and places as City deems commercially reasonable following reasonable notice to Tenant of the time and place of the sale. The sale proceeds will be applied first to the payment of the expenses for removal and storage of the property, the preparation for and conducting of the sale, and for attorneys' fees and other legal expenses incurred by City, and the balance will be applied as provided in Section 17.2(b) above. Tenant waives all claims for damages that may be caused by City's reentering and taking possession of the Premises or removing and storing Tenant's Personal Property under this Section 17.2, and Tenant will Indemnify City for all Claims resulting from City's reentering and taking possession of the Premises or removing and storing Tenant's Personal Property. No reentry by City will constitute or be construed as a forcible entry by City.

(f) City may require Tenant to remove any and all Alterations from the Premises or, if Tenant fails to do so within ten (10) days after City's request, City may do so at Tenant's expense.

(g) City may cure the Event of Default at Tenant's expense, it being understood that City's cure will not waive or cure the Event of Default. If City pays any sum or incurs any expense in curing the Event of Default, Tenant will reimburse City on demand for the amount of the payment or expense with interest at the Interest Rate from the date the sum is paid, or the expense is incurred until City is reimbursed by Tenant.

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17.3. Waiver of Redemption

Tenant hereby waives, for itself and all persons claiming by and under Tenant, all rights and privileges that it might have under any present or future Legal Requirement to redeem the Premises or to continue this Lease after being dispossessed or ejected from the Premises.

17.4. City's Right to Cure Tenant's Defaults

If Tenant defaults in the performance of any of its obligations under this Lease, then, at City's sole option, City may remedy the default for Tenant's account and at Tenant's expense by providing Tenant with three (3) days' prior written or oral notice of City's intention to cure the default (except that no prior notice will be required in the event of an emergency as determined by City). No City action to cure Tenant's default will be construed as a waiver of Tenant's default or any of City's rights or remedies, and nothing in this Section implies any duty on City to do any act that Tenant is obligated to perform. Tenant will pay to City on demand, as Additional Charges, all costs, damages, expenses, or liabilities incurred by City, including reasonable attorneys' fees, in remedying or attempting to remedy the default. Tenant's obligations under this Section will survive the expiration or termination of this Lease.

18. WAIVER OF CLAIMS; INDEMNIFICATION

18.1. Limitation on City's Liability; Waiver of Claims

City will not be responsible for or liable to Tenant, and Tenant hereby assumes the risk of, and waives and releases City and its Agents 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, commencing on the date Tenant began occupying the Premises (December 1, 2020) pursuant to the Grant Agreement between City and Tenant dated as of December 1, 2020, including: **(a)** any act or omission of persons occupying adjoining premises or any part of the Building adjacent to or connected with the Premises; **(b)** theft; **(c)** explosion, fire, steam, oil, electricity, water, gas, rain, pollution, or contamination; **(d)** stopped, leaking, or defective Building Systems; **(e)** Building defects; and **(f)** any other acts, omissions, or causes. Nothing in this Section will relieve City from liability caused solely and directly by the active gross negligence or willful misconduct of City or its Agents, but City will not be liable under any circumstances for any consequential, incidental, or punitive damages.

18.2. Tenant's Indemnity

Tenant, on behalf of itself and its successors and assigns, will indemnify, defend, and hold harmless ("**Indemnify**") City, including all of its boards, commissions, departments, agencies, and other subdivisions, including its Homelessness Oversight Commission and all of its and their Agents, and their respective heirs, legal representatives, successors, and assigns (individually and collectively, the "**Indemnified Parties**"), and each of them, from and against all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties, and expenses, including direct and vicarious liability of every kind commencing on the date Tenant began occupying the Premises (December 1, 2020) pursuant to the Grant Agreement between City and Tenant dated as of December 1, 2020 (collectively, "**Claims**"), incurred in connection with or arising in whole or in part from: **(a)** any accident, injury to or death of a person (including Tenant's employees), or loss of or damage to property, howsoever or by whomsoever caused, occurring in or about the Premises; **(b)** any default by Tenant in the observation or performance of any of the terms, covenants, or conditions of this Lease to be observed or performed on Tenant's part; **(c)** the use or occupancy or manner of use or occupancy of the Premises by Tenant, its Agents, its Invitees, or any person or entity claiming through or under

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any of them; **(d)** the condition of the Premises; **(e)** any construction or other work undertaken by Tenant on the Premises whether before or during the Term; or **(f)** any acts, omissions, or negligence of Tenant, its Agents, or its Invitees, in, on, or about the Premises or the Property, 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 Legal Requirements and further except only those Claims as are caused exclusively by the willful misconduct or active gross negligence of the Indemnified Parties. The foregoing Indemnity includes reasonable fees of attorneys, consultants, and experts and related costs and City's costs of investigating any Claim. Tenant expressly acknowledges that Tenant has an immediate and independent obligation to defend City from any Claim that actually or potentially falls within this indemnity provision even if the allegation is or may be groundless, fraudulent, or false, which obligation arises at the time the Claim is tendered to Tenant by City and continues at all times thereafter. Tenant's obligations under this Section will survive the expiration or termination of this Lease.

19. INSURANCE

19.1. Tenant's Insurance

(a) At no cost to City, Tenant will procure and keep in effect at all times during the Term insurance as follows:

(i) Commercial general liability insurance with limits not less than Two Million Dollars ($2,000,000) each occurrence combined single limit for bodily injury and property damage, including contractual liability, independent contractors, broad-form property damage, fire damage legal liability (of not less than Fifty Thousand Dollars ($50,000)), personal injury, products and completed operations, and explosion, collapse, and underground (XCU).

(ii) Worker's Compensation Insurance with Employer's Liability limits not less than One Million Dollars ($1,000,000) each accident.

(iii) 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 and non-owned and hired vehicles, as applicable, if Tenant uses automobiles in connection with its use of the Premises.

(iv) Business interruption insurance insuring that the Rent will be paid to City for a period of at least one (1) year if Tenant is unable to operate its business at the Premises. Business Interruption Insurance will also cover business interruptions due to failures or interruptions in telecommunications services, strikes, employee lockouts, riots, or other civil commotion.

(v) Licensed professionals (i.e., architects, engineers, certified public accountants, etc.) will provide professional liability insurance with limits not less than $1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Lease or to the Premises, provided the requirements of Section 19.1(d) will not apply to such insurance.

(vi) Other insurance as is generally required by commercial owners of buildings similar in size, character, age, and location as the Building, as may change from time to time.

(b) If any of the required insurance is provided under a claims-made form, Tenant will maintain the coverage continuously throughout the Term and, without lapse, for a

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period of three (3) years beyond the expiration or termination of this Lease, to the effect that, if occurrences during the Term give rise to claims made after expiration or termination of this Lease, those claims will be covered by the claims-made policies. Tenant's obligations under this Section will survive the expiration or termination of this Lease.

(c) 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 the general annual aggregate limit, the general aggregate limit will be double the occurrence or claims limits specified above.

(d) All liability insurance policies will be endorsed to provide the following:

(i) Name as additional insured the City and County of San Francisco, its officers, agents, and employees.

(ii) That the policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Lease, and that insurance applies separately to each insured against whom claim is made or suit is brought.

(e) Each insurance policy required under Section 19.1(a) above will be issued by an insurance company licensed in the State of California and with a general policyholders' rating of "A-" or better and a financial size ranking of "Class VIII" or higher in the most recent edition of Best's Insurance Guide.

(f) All insurance policies required to be maintained by Tenant will be endorsed to provide thirty (30) days' prior written notice of cancellation for any reason, intended non-renewal, or reduction in coverage to both Tenant and City. If Tenant's insurer refuses to offer this endorsement, Tenant will promptly provide the thirty (30) day's prior written notice of cancellation, intended non-renewal, or reduction in coverage to City. Notice to City will be mailed to the addresses for City set forth in the Basic Lease Information.

(g) On or before the Commencement Date, Tenant will deliver to City certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to City, evidencing the coverage required under this Lease, together with complete copies of the policies and at any other time promptly after City's request. During the Term, Tenant will provide City with certificates or policies at least thirty (30) days before the expiration dates of expiring policies. If Tenant fails to procure the required insurance, or to deliver the policies or certificates, then at its option and without waiving any rights or remedies that City may have for Tenant's default, City may procure the insurance for Tenant's account, and Tenant will pay the cost to City within five (5) days after delivery to Tenant of invoices therefor.

(h) On City's request, Tenant and City will periodically review the limits and types of insurance carried under this Section. If the general commercial practice in San Francisco is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by Tenant for risks comparable to those associated with the Premises, then, at City's request, Tenant will increase the amounts or coverage carried by Tenant to conform to the general commercial practice.

(i) Tenant's compliance with the provisions of this Section will in no way relieve or decrease Tenant's liability under Section 18.2 (Tenant's Indemnity), or any of Tenant's other obligations under this Lease.

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(j) Notwithstanding anything to the contrary in this Lease, if any of the required insurance coverage lapses, this Lease will terminate on three (3) days' notice to Tenant unless Tenant renews the insurance coverage within the notice period. Tenant will be responsible, at its expense, for separately insuring Tenant's personal property. In any event, City shall not be responsible for any losses, insured or otherwise, to Tenant's real or personal property, regardless of cause.

19.2. Tenant's Personal Property

At no cost to City, Tenant is responsible for separately insuring Tenant's Personal Property.

19.3. City's Self Insurance

Tenant acknowledges that City self-insures against casualty, property damage, and public liability risks and agrees that, at City's sole election (but without obligation to do so), City may carry any third-party insurance coverage for the Building, the Premises, or otherwise.

19.4. Waiver of Subrogation

Notwithstanding anything to the contrary in this Lease, City and Tenant (each a "**Waiving Party**") each waives any right of recovery against the other party for any loss or damage relating to the Building or the Premises or any operations or contents, whether or not the loss is caused by the fault or negligence of the other party, to the extent the loss or damage is covered by third-party insurance that is required to be purchased by the Waiving Party under this Lease or is actually covered by insurance held by the Waiving Party or its Agents. Each Waiving Party will obtain a waiver of subrogation rights endorsements from applicable insurance carriers issuing policies relating to the Building or the Premises; provided, the failure to obtain the endorsement will not affect the above waiver.

20. ACCESS BY CITY

City reserves for itself and any of its designated Agents the right to enter the Premises as follows: **(a)** on a regular basis without advance notice to supply any necessary or agreed-upon service provided by City under this Lease; **(b)** on an occasional basis, at all reasonable times after giving Tenant reasonable advance written or oral notice, to show the Premises to prospective tenants or other interested parties; to post notices of non-responsibility; to conduct any environmental audit of Tenant's use of the Premises; to repair, alter, or improve any part of the Building, Building Systems, or the Premises; and for any other lawful purpose; and **(c)** on an emergency basis without notice whenever City believes that emergency access is required. City will have the right to use any means that it deems proper to open doors in an emergency to obtain access to any part of the Premises, and that entry will not be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises, or an eviction, actual or constructive, of Tenant from the Premises or any portion of the Premises. Tenant will not alter any lock or install any new or additional locking devices without City's prior written consent. All locks installed in the Premises will be keyed to the Building master key system, and City will at all times have a key with which to unlock all doors in the Premises (excluding Tenant's vaults, safes, or special security areas, if any, designated by Tenant in writing to City).

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21. CERTIFICATES

21.1. Tenant's Estoppel Certificates

At any time and from time to time on not less than ten (10) days' prior notice from City, Tenant will execute and deliver to City or to any party designated by City a certificate stating: **(a)** that Tenant has accepted the Premises, **(b)** the Commencement Date and Expiration Date of this Lease, **(c)** that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications), **(d)** whether or not there are then existing any defenses against the enforcement of any of Tenant's obligations under this Lease (and if so, specifying the same), **(e)** whether or not there are any defaults then existing under this Lease (and if so specifying the same), **(f)** the dates, if any, to which the Base Rent and Additional Charges have been paid, and **(g)** any other information that may be required.

21.2. City's Certificates

At any time and from time to time on not less than ten (10) days' prior notice from Tenant, City will execute and deliver to Tenant or to any party designated by Tenant a certificate stating: **(a)** the Commencement Date and Expiration Date of this Lease, **(b)** that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications), **(c)** whether or not there are any known defaults then existing under this Lease (and if so specifying the same), and **(d)** the dates, if any, to which the Base Rent and Additional Charges have been paid.

22. RULES AND REGULATIONS

Tenant will faithfully comply with the rules and regulations attached to this Lease as **Exhibit E** (Building Rules and Regulations), which City may amend from time to time (the "**Rules and Regulations**"). City will not be responsible for the non-performance of the Rules and Regulations by any other tenant or occupant of the Building. If there is any conflict between any provision of this Lease and any provision of the Rules and Regulations, this Lease will control.

23. RESERVED

24. SURRENDER OF PREMISES

(a) On the Expiration Date or other termination of this Lease, Tenant will peaceably quit and surrender to City the Premises, together with the Tenant Improvements and all Alterations approved by City, in good order and condition, except for normal wear and tear (after Tenant has made the last necessary repair required under this Lease), and further except for any portion of the Premises condemned and any damage and destruction for which Tenant is not responsible under this Lease. The Premises will be surrendered free and clear of all liens and encumbrances other than those existing as of the date of this Lease and any other encumbrances created by City. Immediately before the Expiration Date or other termination of this Lease, Tenant will remove all of Tenant's Personal Property as provided in this Lease, and repair any damage resulting from the removal; provided, in City's sole discretion, City may reserve ownership of any telecommunications equipment, wire, cabling, and/or conduit installed in the Premises or any other portion of the Building by or on behalf of Tenant. If the removal is not completed at the expiration or other termination of this Lease, City may perform the removal at Tenant's expense. Notwithstanding anything to the contrary in this Lease, at any time before the Expiration Date or within five (5) days after termination of this Lease (which period will be

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considered holding over with Landlord's consent under Section 28.12 (Holding Over) below), City may elect to require Tenant to remove, at Tenant's sole expense, all or part of the Tenant Improvements, Alterations, or other improvements or equipment constructed or installed by or at Tenant's expense, including any telecommunications equipment, wires, cabling, and/or conduit installed in the Premises or any other portion of the Building by or on behalf of Tenant. Tenant will promptly remove those items and repair, at no cost to City, any damage to the Premises or the Building resulting from the removal, or if Tenant fails to repair, City may do so at Tenant's expense. At City's option, any items of Tenant's Personal Property remaining in the Premises after the Expiration Date or sooner termination of this Lease may be deemed abandoned and disposed of in accordance with Section 1980 et seq. of the California Civil Code or in any other manner allowed by Legal Requirements.

(b) Concurrently with the surrender of the Premises, if requested by City, Tenant will execute, acknowledge, and deliver to City a quitclaim deed to the Premises and any other instrument reasonably requested by City to evidence the termination of Tenant's leasehold estate and to effect the transfer or vesting of title to the Tenant Improvements or other improvements or equipment that remain part of the Premises.

(c) Tenant's obligations under this Section will survive the expiration or sooner termination of this Lease.

25. RESERVED

26. HAZARDOUS MATERIALS

26.1. Definitions

As used in this Lease:

(a) "**Environmental Laws**" means all present or future Legal Requirements relating to Hazardous Material (including its use, handling, transportation, production, disposal, discharge, or storage), or to health and safety, industrial hygiene, or the environment, including soil, air, and groundwater conditions.

(b) "**Hazardous Material**" means any material that, because of its quantity, concentration, or physical or chemical characteristics, is at any time, now or later, deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health, welfare, or safety or to the environment. Hazardous Material includes any material or substance defined as a "Hazardous substance" under Section 78075 of the California Health & Safety Code; a "hazardous substance," "pollutant," or "contaminant" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA", also commonly known as the "Superfund" law), as amended, (42 U.S.C. Section 9601 et seq.); any "hazardous waste" listed under Section 25140 of the California Health & Safety Code; and petroleum, including crude oil or any fraction thereof, natural gas, or natural gas liquids.

(c) "**Investigate"** and "**Investigation**" means undertaking any activities to determine the nature and extent of Hazardous Material that may be located in, on, under, or about the Property or that has been, are being or threaten to be Released into the environment; "**Remediate**" and "**Remediation**" means to clean up, remove, contain, treat, stabilize, monitor, or otherwise control the Hazardous Material.

(d) "**Release**" when used with respect to Hazardous Material includes any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging,

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injecting, escaping, leaching, dumping, or disposing into or inside the Premises, or in, on, under, or about any other part of the Property or into the environment.

26.2. No Hazardous Materials

Neither Tenant nor any of its Agents or Invitees will cause or permit any Hazardous Material to be brought on, kept, used, stored, generated or disposed of in, on, or about the Property, or transported to or from the Property, with the sole exception that Tenant may keep and use Hazardous Material in the Premises in reasonably limited amounts as are customarily used for general office purposes (such as copy toner and other normal office and cleaning supplies) and may generate Hazardous Material as a result of measures taken under Article 7 or Article 8 of this Lease that disturb or remove lead-based or presumed lead-based paint from the exterior or interior surfaces of the Premises so long as the generation, storage, transportation, use, and disposal are in compliance with all applicable Environmental Laws at all times. Tenant will give City immediate written notice of: **(a)** any action, proceeding, or inquiry by any governmental authority (including the California State Department of Health Services, the State or any Regional Water Quality Control Board, the Bay Area Air Quality Management District, or any local governmental entity) against Tenant with respect to the presence or Release or suspected presence or Release of Hazardous Material on the Premises, Building, or Property or the migration thereof from or to other property; **(b)** all demands or claims made or threatened by any third party against Tenant or the Premises, Building, or Property relating to any loss or injury resulting from any Hazardous Materials; **(c)** any Release of Hazardous Material on or about the Premises or any other part of the Property that has occurred and may require any Investigation or Remediation; and **(d)** all matters of which Tenant is required to give notice under Section 25359.7 of the California Health and Safety Code.

26.3. Tenant's Environmental Indemnity

If Tenant breaches any of its obligations contained in this Section, or, if any act or omission of Tenant, its Agents, or its Invitees results in any Release of Hazardous Material in, on, under, or about the Premises or any other part of the Property in violation of any applicable Environmental Laws, including Chapter 36 of the San Francisco Building Code, then, without limiting Tenant's Indemnity contained in Section 18.2 (Tenant's Indemnity), on behalf of itself and its successors and assigns, Tenant will Indemnify the Indemnified Parties, and each of them, from and against all Claims (including damages for decrease in value of the Premises or the Property, the loss or restriction of the use of rentable or usable space or of any amenity of the Premises or the Property, and sums paid in settlement of claims, attorneys' fees, consultants' fees, and experts' fees and costs) arising during or after the Term and relating to the Release. The foregoing Indemnity includes costs incurred in connection with activities undertaken to Investigate and Remediate Hazardous Material and to restore the Property to its prior condition, fines and penalties assessed for the violation of any applicable Environmental Laws, including Chapter 36 of the San Francisco Building Code, and any natural resource damages. Without limiting the foregoing, if Tenant or any of its Agents or Invitees causes or permits the Release of any Hazardous Materials in, on, under, or about the Premises or any other part of the Property, Tenant will immediately and at no expense to City take all appropriate actions to return the Premises or the Property affected by the Release to the condition existing before the Release and otherwise Investigate and Remediate the Release in accordance with all Environmental Laws. Tenant expressly acknowledges that Tenant has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnity provision even if the allegation is or may be groundless, fraudulent, or false, and this obligation arises at

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the time the claim is tendered to Tenant by City and continues at all times thereafter. Tenant will afford City a full opportunity to participate in any discussions with governmental regulatory agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree, or other compromise or proceeding involving Hazardous Material.

26.4. Survival of Obligation

Tenant's obligations under this Section 26 will survive the expiration or earlier termination of this Lease.

26.5. Hazardous Substance Disclosure

California Legal Requirements require landlords to disclose to tenants the presence or potential presence of certain Hazardous Materials. Accordingly, Tenant is hereby advised that occupation of the Premises may lead to exposure to Hazardous Materials, including building materials containing asbestos and lead-based paint. Further, there are Hazardous Materials located on the Premises, that are described in the *Asbestos-Containing Materials & Lead-Based Paint Inspection Report* dated August 9, 2019, copies of which have been delivered to or made available to Tenant. By execution of this Lease, Tenant acknowledges that the notices and warnings set forth above satisfy the requirements of California Health and Safety Code Section 25359.7 and related statutes and, to the extent permitted by Legal Requirements, Tenant waives any and all rights Tenant may have to assert that City has not complied with the requirements of the statute.

27. SPECIAL PROVISIONS

City and Tenant are concurrently entering into a Contract Agreement dated as of July 1, 2026 relating to the Premises ("Contract Agreement"). If the Contract Agreement is terminated for any reason except Tenant's negligence or default under the Contract Agreement, then this Lease will automatically terminate without penalty.

27.1. RESERVED

27.2. RESERVED

27.3. RESERVED

28. GENERALLY APPLICABLE PROVISIONS

28.1. Notices

Any notice given under this Lease will be effective only if in writing and delivered in person or by sending it first-class mail or certified mail with a return receipt requested or by overnight courier, return receipt requested, with postage prepaid, to: **(a)** Tenant, **(i)** at Tenant's address set forth in the Basic Lease Information, if sent before Tenant takes possession of the Premises, or **(ii)** at the Premises if sent on or after Tenant takes possession of the Premises, or **(iii)** at any place where Tenant or any Agent of Tenant may be found if sent after Tenant vacates, abandons, or surrenders the Premises; or **(b)** City, at City's address set forth in the Basic Lease Information; or **(c)** to any other address that either City or Tenant designates as its new address by notice given to the other in accordance with the provisions of this Section at least ten (10) days before the effective date of the change. A properly addressed notice transmitted by one of the foregoing methods will be deemed to have been given two (2) days after the date it is mailed by first class or certified mail, one day after the date it is deposited with an overnight courier for overnight delivery, or on the date of personal delivery. For convenience of the parties, copies of

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notices may also be given by email to the email address set forth in the Basic Lease Information or as may be provided from time to time; however, neither no official or binding notice may be given by email; a notice will only be deemed given and effective when sent as provided in the first two (2) sentences of this Section. Tenant will promptly provide City with copies of all notices received regarding any alleged violation of Legal Requirements or insurance requirements or any alleged unsafe condition or practice.

28.2. No Implied Waiver

No failure by City to insist on the strict performance of any obligation of Tenant under this Lease or to exercise any right, power, or remedy arising out of a breach, regardless of the length of time that the breach continues, no acceptance of full or partial Base Rent or Additional Charges during any breach, and no acceptance of the keys to or possession of the Premises before the expiration of the Term by any Agent of City, will constitute a waiver of the breach or of City's right to demand strict compliance with any term, covenant, or condition or operate as a surrender of this Lease. No express written waiver of any default or the performance of any provision of this Lease will affect any other default or performance, or cover any other period of time, other than the default, performance, or period of time specified in the express waiver. One or more written waivers of a default or the performance of any provision of this Lease will not be deemed to be a waiver of a subsequent default or performance. Any City consent under this Lease will not relieve Tenant of any obligation to secure City's consent in any other or future instance as required by this Lease.

28.3. Amendments

Neither this Lease nor any of its terms or provisions 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. Whenever this Lease requires or permits City's consent or approval, the Director of Property or his or her designee will be authorized to provide the consent or approval, except as otherwise provided by applicable Legal Requirements, including the Charter. Any amendments or modifications to this Lease, including amendments to or modifications to the exhibits to this Lease, are subject to the mutual written agreement of City and Tenant, and City's agreement may be made upon the sole approval of the Director of Property, or his or her designee; provided, however, **(a)** changing the legal description of the Premises, **(b)** increasing the Term, **(c)** increasing the Rent, **(d)** changing the general use of the Premises from the use authorized under Section 5.1 (Permitted Use) of this Lease, and **(e)** any other amendment or modification that materially increases City's liabilities or financial obligations under this Lease may also require the approval of City's Board of Supervisors.

28.4. Authority

If Tenant signs as a corporation, a limited liability company, or a partnership, then each of the persons executing this Lease on behalf of Tenant covenants and warrants that Tenant is a duly authorized and existing entity, Tenant has and is qualified to do business in California, Tenant has full right and authority to enter into this Lease, and each and all of the persons signing on behalf of Tenant are authorized to do so. On City's request, Tenant will provide City with evidence reasonably satisfactory to City confirming these representations and warranties.

28.5. Parties and Their Agents; Approvals

The words "**City**" and "**Tenant**" include the plural as well as the singular. If there is more than one entity that comprises Tenant, Tenant's obligations and liabilities under this Lease

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are joint and several. The term "**Agents**" when used with respect to either party includes the agents, employees, officers, contractors, and representatives of the party, and the term "**Invitees**" when used with respect to Tenant includes the clients, customers, invitees, guests, licensees, assignees, or subtenants of Tenant. All approvals, consents, or other determinations permitted or required by City will be made by or through City's Director of Property in his or her sole discretion unless otherwise provided in this Lease, subject to applicable Legal Requirements.

28.6. Interpretation of Lease

The captions preceding the articles and sections of this Lease and in the table of contents have been inserted for convenience of reference only and in no way define or limit the scope or intent of any provision of this Lease. Provisions in this Lease relating to number of days are calendar days, unless otherwise specified, but if the last day of any period to give notice, reply to a notice, or to undertake any other action occurs on a Saturday, Sunday, or a bank or City holiday, then the last day for undertaking the action or giving or replying to the notice will be the next succeeding business day. Use of the word "i**ncluding**" or similar words will not be construed to limit any general term, statement, or other matter in this Lease, whether or not language of non-limitation, such as "without limitation" or similar words, are used.

28.7. Successors and Assigns

Subject to the provisions of this Lease relating to Assignment and Subletting, the terms, covenants, and conditions contained in this Lease will bind and benefit City and Tenant and their successors and assigns; provided, however, that on any sale, assignment, or transfer by City (or by any subsequent landlord) of its interest in the Premises, including any transfer by operation of law, City (or any subsequent landlord) will be relieved from all obligations and liabilities arising under this Lease after the sale, assignment, or transfer.

28.8. Brokers

Neither party has had any contact or dealings regarding leasing the Premises to Tenant, or any communication in connection that leasing, 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 lease contemplated in this Lease except as identified in the Basic Lease Information, whose commission, if any is due, will be paid under a separate written agreement between the broker and the party through which the broker contracted. If any broker or finder perfects a claim for a commission or finder's fee based on a contact, dealings, or communication, then the party through whom the broker or finder makes a claim will be responsible for the commission or fee and will Indemnify the other party from any and all Claims incurred by the indemnified party in defending against the broker's or finder's claim. The provisions of this Section will survive the expiration or any earlier termination of this Lease.

28.9. Severability

If any provision of this Lease or its application to any person, entity, or circumstance is invalid or unenforceable, then the remainder of this Lease, or the application of the provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this Lease will be valid and enforceable to the fullest extent permitted by Legal Requirements, except to the extent that enforcement of this Lease without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Lease.

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28.10. Governing Law

This Lease will be construed and enforced in accordance with the Legal Requirements of the State of California, but without regard to its choice of law provisions, and City's Charter.

Any legal suit, action, or proceeding arising out of or relating to this Lease 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 Lease has been brought in an inconvenient forum.

28.11. Entire Agreement

This Lease, including its attached exhibits, which are made a part of this Lease by this reference, contains the entire agreement between the parties and all prior written or oral negotiations, understandings, and agreements are merged into this Lease. The parties intend that this Lease constitutes the complete and exclusive statement of its terms, and no extrinsic evidence whatsoever (including prior drafts and changes) may be introduced in any judicial, administrative, or other legal proceeding involving this Lease. Tenant acknowledges that neither City nor City's Agents have made any representations or warranties with respect to the Premises, the Building, or this Lease except as expressly set forth in this Lease, and no rights, easements, or licenses are or will be acquired by Tenant by implication or otherwise unless expressly set forth in this Lease.

28.12. Holding Over

(a) If Tenant retains possession of any portion of the Premises after the expiration or the earlier termination of this Lease, then unless City expressly agrees to the holdover in writing, Tenant will pay City, on a month-to-month basis, Base Rent equal to two hundred percent (200%) of the latest Base Rent payable by Tenant before the expiration or termination of the Lease, together with an amount estimated by City for the monthly Additional Charges, and will otherwise be on the terms and conditions specified in this Lease so far as applicable (except for those pertaining to the Term and any Extension Options). Any failure by Tenant to surrender, discontinue using, or, if required by City, any failure to remove any property or equipment following written demand by City, will constitute continuing possession for purposes of this Section. Tenant acknowledges that the foregoing provisions do not serve as permission for the Tenant to hold over or serve to extend the Term. Any holding over without City's consent will constitute a default by Tenant and entitle City to exercise any or all of its remedies, notwithstanding that City may elect to accept one or more payments of Rent, and whether or not the amounts are at the holdover rate specified above or the rate in effect at the end of the Term.

(b) Any holding over after the expiration of the Term with City's express written consent will be construed to automatically extend the Term on a month-to-month basis at a Base Rent equal to one hundred fifty percent (150%) of the latest Base Rent payable by Tenant before the expiration, together with an amount estimated by City for the monthly Additional Charges, and will otherwise be on the terms and conditions specified in this Lease so far as applicable (except for those pertaining to the Term and any Extension Options).

(c) Tenant's obligations under this Section will survive the expiration or termination of this Lease.

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28.13. Time of Essence

Time is of the essence with respect to all provisions of this Lease in which a definite time for performance is specified.

28.14. Cumulative Remedies

All rights and remedies set forth in this Lease of either party to this Lease will be cumulative, except as may otherwise be provided in this Lease.

28.15. Survival of Indemnities

Termination of this Lease will not affect either party's right to enforce any indemnities and representations and warranties given or made to the other party under this Lease or affect any provision of this Lease that expressly states it will survive expiration or termination of the Lease.

28.16. Signs

Tenant will not erect or maintain, or permit to be erected or maintained, any signs, notices or graphics on or about the Premises that are visible in or from public corridors or other portions of any Common Areas of the Building or from the exterior of the Premises without City's prior written consent, which City may withhold, grant, or condition in its sole discretion.

28.17. Relationship of the Parties

City is not, and none of the provisions in this Lease will be deemed to render City, a partner in Tenant's business, or a member in any joint enterprise or venture with Tenant. Neither party may act as the agent of the other party for any purpose under this Lease. This Lease is not intended, and it will not be construed to create any third-party beneficiary rights in any party, unless otherwise expressly provided**.**

28.18. Payments to Tenant

Tenant acknowledges that City cannot make any payments to Tenant unless Tenant is qualified as an approved vendor in City's financial and payment system. Therefore, City will not be in default of any monetary obligation to Tenant if City is required to make a payment to Tenant, but Tenant is not an approved vendor with City. More information about being an approved vendor is available at https://sfcitypartner.sfgov.org/Vendor/BecomeSupplier.

28.19. Light and Air

No diminution of light, air, or view by any structure that may later be erected (whether or not by City) will entitle Tenant to any reduction of the Base Rent or Additional Charges under this Lease, result in any City liability to Tenant, or in any other way affect this Lease or Tenant's obligations under the Lease.

28.20. No Recording

Tenant may not record this Lease or any memorandum of this Lease in the public records.

28.21. Options Personal

Any right or option to extend the Term or renew this Lease is personal to the original named Tenant and may be exercised only by the original named Tenant while occupying the Premises without the intent of then making an Assignment of this Lease or Subletting of all or any portion of the Premises. No right or option to extend the Term or renew this Lease may be exercised by or assigned, voluntarily or involuntarily, by or to any person or entity other than the

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original named Tenant. The options, if any, granted to Tenant are not assignable separate and apart from this Lease, and no option may be separated from this Lease in any manner, either by reservation or otherwise.

28.22. Non-Liability of City Officials, Employees, and Agents

No elected or appointed board, commission, member, officer, employee, or other Agent of City will be personally liable to Tenant or its successors and assigns for any City default or breach or for any amount that may become due to Tenant or its successors and assigns, or for any City obligation under this Lease.

28.23. Cooperative Drafting

This Lease has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Lease reviewed and revised by legal counsel. No party will be considered the drafter of this Lease, and no presumption or rule that an ambiguity will be construed against the party drafting the clause will apply to the interpretation or enforcement of this Lease.

28.24. Counterparts

This Lease may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

28.25. Effective Date

This Lease will be effective on the date that is the latter of the following dates: **(a)** City's Board of Supervisors and the Mayor, in their sole and absolute discretion, adopt a resolution approving this Lease in accordance with all applicable Legal Requirements and **(b)** this Lease is duly executed and delivered by the parties.

28.26. RESERVED

29. CITY REQUIREMENTS

29.1. Public Transit Information

At its sole expense, Tenant will establish and carry on during the Term a program to encourage maximum use of public transportation by personnel of Tenant employed on the Premises, including the distribution of written materials to personnel explaining the convenience and availability of public transportation facilities adjacent or near the Building and encouraging use of them.

29.2. Taxes, Assessments, Licenses, Permit Fees, and Liens

(a) Tenant recognizes and understands that this Lease may create a possessory interest subject to property taxation and Tenant may be subject to the payment of property taxes levied on its possessory interest. In addition, if the Term, including any extension options, is thirty-five (35) years or more, then Tenant will be obligated to pay real property transfer tax upon execution of the Lease.

(b) Tenant will pay to the proper authority on or before when due all taxes and assessments of every kind, including, but not limited to, possessory interest taxes lawfully assessed on the leasehold interest created by this Lease or any subleasehold interest in the

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Premises, real property transfer taxes, real and personal property taxes, general and special assessments, and all license fees, permit fees, and all other governmental charges of any kind or nature whatsoever, and to pay all other taxes, excises, licenses, permit charges, and assessments based on 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) and imposed by Legal Requirements, whether in effect at the time this Lease is entered into or that become later effective. Without limiting the foregoing, Tenant will pay all real property transfer taxes imposed on any transfer of a leasehold interest or subleasehold interest in the Premises (including but not limited to the transfer of the Premises pursuant to this Lease). Tenant further recognizes and agrees that its leasehold interest may be subject to the payment of special taxes, including without limitation a levy of special taxes to finance energy efficiency, water conservation, water pollution control and similar improvements under the Special Tax Financing Law in Chapter 43 Article X of the Administrative Code.

(c) Tenant will not allow or suffer a lien for any taxes, assessments, or other charges to be imposed on the Premises or on any equipment or property located in the Premises without promptly discharging the lien, provided that Tenant, if it desires, may have reasonable opportunity to contest the legal validity or the amount of any tax, assessment, or similar charge so long as the tax, assessment, or charge does not become a defaulted lien. In the event of any disputed tax, assessment, or similar charge, Tenant will Indemnify City, and their Agents from and against all resulting Claims.

(d) 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 Lease be provided to the County Assessor within sixty (60) days after the transaction. Accordingly, Tenant must provide a copy of this Lease, and any renewals, extensions, Assignment documents, Sublease documents, or any other transfers of the Premises or the Lease (collectively, "**Lease Documents**") to the County Assessor not later than sixty (60) days after the full execution of the foregoing, and any failure of Tenant to timely provide a copy of this Lease, and any renewals, extensions, Assignment document, Sublease documents, or any other transfers of the Premises or the Lease to the County Assessor will be a default under this Lease. Tenant will also provide the Lease Documents and any other information that City may request to ensure compliance with this or any other reporting requirement within thirty (30) days after the transaction.

29.3. Non-Discrimination in City Contracts and Benefits Ordinance

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

(b) Subleases and Other Contracts. Tenant will include in all subleases and other contracts relating to the Premises a non-discrimination clause applicable to such subtenant or other contractor in substantially the form of subsection (a) above. In addition, Tenant will

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incorporate by reference in all subleases and other contracts the provisions of Section 131 of the San Francisco Labor and Employment Code and require all subtenants and other contractors to comply with such provisions. Tenant's failure to comply with the obligations in this Section will constitute a material breach of this Lease.

(c) Non-Discrimination in Benefits. Tenant does not as of the date of this Lease and will not during the Term, in any of its operations in San Francisco or where the work is being performed for City 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 similar employment benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of the employees, where the domestic partnership has been registered with a governmental entity under the Legal Requirements authorizing that registration, subject to the conditions set forth in Section 131.4-2 of the San Francisco Labor and Employment Code.

(d) CMD Form. As a condition to this 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**"). Tenant represents that before execution of this Lease, **(i)** Tenant executed and submitted to the CMD the required form with supporting documentation, and **(ii)** the CMD approved the form.

(e) Incorporation of Labor and Employment Code Provisions by Reference. The provisions of Article 131 of the San Francisco Labor and Employment Code 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 Lease as though fully set forth in this Lease. Tenant will comply fully with and be bound by all of the provisions that apply to this Lease under that Article, including but not limited to, the remedies provided in that Article. Without limiting the foregoing, Tenant understands that under Article 131 of the San Francisco Labor and Employment Code, a penalty of Fifty Dollars ($50) for each person for each calendar day during which the person was discriminated against in violation of the provisions of this Lease may be assessed against Tenant and/or deducted from any payments due Tenant.

29.4. No Relocation Assistance; Release of Claims

Tenant acknowledges that it will not be a displaced person at the time this Lease is terminated or expires by its own terms, and Tenant fully RELEASES AND DISCHARGES forever any and all Claims against, and covenants not to sue, City, its departments, commissions, officers, directors, and employees, and all persons acting by, through or under each of them, under any Legal Requirements, including any and all claims for relocation benefits or assistance from City under federal and state relocation assistance Legal Requirements (including California Government Code Section 7260 et seq.), except as otherwise specifically provided in this Lease with respect to a Taking/Condemnation.

29.5. MacBride Principles—Northern Ireland

The provisions of San Francisco Administrative Code Section 12F are incorporated by this reference and made part of this Lease. By signing this Lease, Tenant confirms that Tenant has read and understood that City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

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29.6. Tropical Hardwood and Virgin Redwood Ban; Preservative-Treated Wood Containing Arsenic

City 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 expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, Tenant will not provide any items to the construction of Tenant Improvements or the Alterations, or otherwise in the performance of this Lease, that are tropical hardwoods, tropical hardwood wood products, virgin redwood, or virgin redwood wood products. If Tenant fails to comply with any of the provisions of Chapter 8 of the San Francisco Environment Code, Tenant will be liable for liquidated damages for each violation in any amount equal to Tenant's net profit on the contract, or five percent (5%) of the total amount of the contract dollars, whichever is greater. Tenant may not purchase preservative-treated wood products containing arsenic in the performance of this Lease unless an exemption from the requirements of Environment Code Chapter 13 is obtained from the Department of Environment.

29.7. Restrictions on the Use of Pesticides

(a) Chapter 3 of the San Francisco Environment Code (the Integrated Pest Management Program Ordinance or "**IPM Ordinance**") describes an integrated pest management ("**IPM**") policy to be implemented by all City departments. Tenant may not use or apply or allow the use or application of any pesticides on the Premises or contract with any party to provide pest abatement or control services to the Premises without first receiving City's written approval of an 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, **(ii)** describes the steps Tenant will take to meet City's IPM Policy described in Section 300 of the IPM 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. Tenant will comply, and will require all of Tenant's contractors to comply, with the IPM plan approved by City and will comply with the requirements of Sections 300(d), 302, 304, 305(f), 305(g), and 306 of the IPM Ordinance, as if Tenant were a City department. Among other matters, the provisions of the IPM Ordinance: **(i)** provide for the use of pesticides only as a last resort, **(ii)** prohibit the use or application of pesticides on City property, except for pesticides granted an exemption under Section 303 of the IPM Ordinance (including pesticides included on the most current Reduced Risk Pesticide List compiled by City's Department of the Environment), **(iii)** impose certain notice requirements, and **(iv)** require Tenant to keep certain records and to report to City all pesticide use at the Premises by Tenant's staff or contractors.

(b) If Tenant or Tenant's contractor would apply pesticides to outdoor areas at the Premises, Tenant will first obtain a written recommendation from a person holding a valid Agricultural Pest Control Advisor license issued by the California Department of Pesticide Regulation ("**CDPR**") and the pesticide application will be made only by or under the supervision of a person holding a valid, CDPR-issued Qualified Applicator certificate or Qualified Applicator license. City's current Reduced Risk Pesticide List and additional details about pest management on City property can be found at the San Francisco Department of the Environment website, http://sfenvironment.org/ipm.

29.8. First Source Hiring Agreement

Chapter 83 of the San Francisco Administrative Code requires that Tenant enter into a first source hiring agreement on or before the Effective Date. Accordingly, Tenant and City are

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parties to the First Source Agreement attached to this Lease as **Exhibit F** under San Francisco Administrative Code, Chapter 83 (the "**First Source Agreement**"). Any default by Tenant under the First Source Agreement will be a default under this Lease.

29.9. Sunshine Ordinance

In accordance with Section 67.24(e) of the San Francisco Administrative Code, contracts, contractors' bids, leases, agreements, responses to Requests for Proposals, and all other records of communications between City and persons or firms seeking contracts will be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract, lease, agreement or other benefit until and unless that person or organization is awarded the contract, lease, agreement, or benefit. Information provided that is covered by this Section will be made available to the public on request.

29.10. Conflicts of Interest

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

29.11. Charter Provisions

This Lease is governed by and subject to the provisions of City's Charter.

29.12. Drug-Free Workplace

Tenant acknowledges that under the Federal Drug-Free Workplace Act of 1988, the unlawful manufacture, distribution, possession, or use of a controlled substance under federal Legal Requirements is prohibited on City premises. Any violation of this prohibition by Tenant, its Agents, or assigns will be a material breach of this Lease.

29.13. Prohibition of Tobacco Sales and Advertising

Tenant acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on the Premises. This advertising prohibition includes the placement of the name of a company producing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. In addition, Tenant acknowledges and agrees that no Sales, Manufacture, or Distribution of Tobacco Products (as such capitalized terms are defined in Health Code Section 19K.1) is allowed on the Premises and such prohibition must be included in all subleases or other agreements allowing use of the Premises. The prohibition against Sales, Manufacture, or Distribution of Tobacco Products does not apply to persons who are affiliated with an accredited academic institution where the Sale, Manufacture, and/or Distribution of Tobacco Products is conducted as part of academic research.

29.14. Prohibition of Alcoholic Beverage Advertising

No advertising of alcoholic beverages is allowed on the Premises. For purposes of this section, "alcoholic beverage" is defined as set forth in California Business and Professions Code Section 23004, and does not include cleaning solutions, medical supplies, and other products and substances not intended for drinking. This advertising prohibition includes the placement of the name of a company producing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product.

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29.15. Requiring Health Benefits for Covered Employees

(a) Unless exempt, Tenant will comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in Article 121 of the San Francisco Labor and Employment Code, including the remedies provided, and implementing regulations, as they may be amended from time to time. The provisions of Article 121 are incorporated into this Lease by reference and made a part of this Lease as though fully set forth. The text of the HCAO is available on the web at http://www.sfgov.org/olse/hcao. Capitalized terms used in this Section and not defined in this Lease have the meanings assigned to those terms in Article 121.

(b) For each Covered Employee, Tenant will 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.

(c) Notwithstanding the above, if the Tenant is a small business as defined in Section 121.3(g) of the HCAO, it will have no obligation to comply with Section 29.15(a) above.

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

(e) Any Sublease or Contract entered into by Tenant will require the Subtenant or Contractor and Subcontractors, as applicable, to comply with the requirements of the HCAO and contain contractual obligations substantially the same as those set forth in this Section. Tenant will notify City's Office of Labor Standards Enforcement ("**OLSE**") when it enters into a Sublease or Contract and will certify to OLSE that it has notified the Subtenant or Contractor of the obligations under the HCAO and has imposed the requirements of the HCAO on the Subtenant or Contractor through written agreement with such Subtenant or Contractor. Tenant will be responsible for ensuring compliance with the HCAO for each Subtenant, Contractor and Subcontractor performing services on the Premises. If any Subtenant, Contractor or Subcontractor fails to comply, City may pursue the remedies set forth in Section 121.5 of the San Francisco Labor and Employment Code against Tenant based on the Subtenant's, Contractor's, or Subcontractor's failure to comply, provided that OLSE has first provided Tenant with notice and an opportunity to cure the violation.

(f) Tenant may not discharge, reprimand, penalize, reduce in compensation, or otherwise discriminate against any employee for notifying City of any issue relating to 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.

(g) 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.

(h) Tenant will keep itself informed of the current requirements of the HCAO.

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(i) Tenant will provide reports to City in accordance with any reporting standards promulgated by City under the HCAO, including reports on Subtenants, Contractors, and Subcontractors, as applicable.

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

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

(l) If a Contractor or Subcontractor is exempt from the HCAO because the amount payable to such Contractor or Subcontractor under all of its contracts with City or relating to City-owned property is less than $25,000 (or $50,000 for nonprofits) in that fiscal year, but such Contractor or Subcontractor later enters into one or more agreements with City or relating to City-owned property that cause the payments to such Contractor or Subcontractor to equal or exceed $75,000 in that fiscal year, then all of the Contractor's or Subcontractor's contracts with City and relating to City-owned property shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements to equal or exceed $75,000 in the fiscal year.

29.16. Notification of Prohibition on Contributions

For the purposes of this Section, a "**City Contractor**" is a party that contracts with, or seeks to contract with, the City for the sale or leasing of any land or building to or from the City whenever such transaction would require the 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. Through its execution of this Agreement, Tenant acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits a City Contractor from making any campaign contribution to (1) the City elective officer, (2) a candidate for the office held by such individual, or (3) 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 that contract or twelve (12) months after the date that contract is approved. Tenant acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of $100,000 or more. Tenant further acknowledges that (i) the prohibition on contributions applies to Tenant, each member of Tenant's board of directors, Tenant's chief executive officer, chief financial officer and chief operating officer, any person with an ownership interest of more than ten percent (10%) in Tenant, any subcontractor listed in the contract, and any committee that is sponsored or controlled by Tenant, and (ii) within thirty (30) days of the submission of a proposal for the contract, the City department seeking to enter into the contract must notify the Ethics Commission of the parties and any subcontractor to the contract. Additionally, Tenant certifies it has informed each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126 by the time it submitted a proposal for the contract to the City, and has provided the names of the persons required to be informed to the City department seeking to enter into that contract within thirty (30) days of submitting its contract proposal to the City department receiving that submittal, and acknowledges the City department receiving that submittal was required to notify the Ethics Commission of those persons.

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29.17. Resource-Efficient City Buildings

Tenant acknowledges that City has enacted San Francisco Environment Code Sections 700 to 705 relating to green building requirements for the design, construction, and operation of buildings owned or leased by City. Tenant will comply with all applicable provisions of those code sections.

29.18. Food Service and Packaging Waste Reduction Ordinance

Tenant will comply with and is bound by all of the applicable provisions of the Food Service and Packaging 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 into this Lease by reference and made a part of this Lease as though fully set forth. Accordingly, Tenant acknowledges that City contractors and lessees may not use Food Service Ware for Prepared Food in City Facilities and while performing under a City contract or lease (1) where the Food Service Ware is made, in whole or in part, from Polystyrene Foam, (2) where the Food Service Ware is not Compostable or Recyclable, or (3) where the Food Service Ware is Compostable and not Fluorinated Chemical Free. The capitalized terms (other than Tenant and City) in the previous sentence are defined in San Francisco Environment Code Section 1602.

29.19. San Francisco Packaged Water Ordinance

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

29.20. RESERVED

29.21. Vending Machines; Nutritional Standards

Tenant may not install or permit any vending machine on the Premises without the prior written consent of HSH. Any permitted vending machine will comply with the food and beverage nutritional standards 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 29.21 will be a material breach of this Lease. Without limiting Landlord's other rights and remedies under this 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.

29.22. All-Gender Toilet Facilities

If applicable, Tenant will comply with San Francisco Administrative Code Section 4.1-3 requiring at least one all-gender toilet facility on each floor of the Building where extensive renovations are made. An "all-gender toilet facility" means a toilet that is not restricted to use by persons of a specific sex or gender identity by means of signage, design, or the installation of fixtures, and "extensive renovations" means any renovation where the construction cost exceeds 50% of the cost of providing the toilet facilities required by Administrative Code Section 4.1-3.

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If Tenant has any question about applicability or compliance, Tenant should contact the Director of Property for guidance.

29.23. RESERVED

29.24. Tenant's Compliance with City Business and Tax 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 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.

29.25. RESERVED

29.26. Sweatfree Contracting

The provisions of Article 151 of the San Francisco Labor and Employment Code ("**Article 151**") are incorporated into this Lease by this reference and made part of this Lease. By signing this Lease, Tenant confirms that it has read and understood the provisions of Article 151. Without limiting the foregoing, Tenant understands that pursuant to Section 151.5(d) of the San Francisco Labor and Employment Code, the Director of the Office of Labor Standards Enforcement may recommend the following remedies for violations of Article 151: (1) a penalty equal to the greater of $1,000 or 20% of the value of this Lease, (2) termination of this Lease, (3) commencement of debarment proceedings pursuant to Chapter 28 of the Administrative Code against the Tenant, (4) withholding of any payments under this Lease until Tenant is in full compliance with Article 151, (5) requirement that Tenant, at its expense, provide training and best practices guidelines to managers and employees at the Premises, (6) inspection of records and the Premises, (7) requirement that Tenant provide a written report of Tenant's steps to remedy noncompliance, and/or (8) pursue any other remedies available to City at law or in equity.

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

[SIGNATURES ON FOLLOWING PAGE]

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Docusign Envelope ID: 4CD8A16E-08B3-875F-82D2-976740F32133

City and Tenant have executed this Lease as of the date first written above.

TENANT:

3RD STREET YOUTH CENTER AND CLINIC,
a California nonprofit public benefit corporation

By: Signed by: Joi Jackson-Morgan C0DB64FCD90C4AE... 7/1/2026
JOI JACKSON-MORGAN
Chief Executive Officer

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
SARAH R. OERTH
Director of Property
Date: _____

RECOMMENDED:

_____
Michael Levine, Director
Department of Homelessness and Supportive Housing

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: _____
Jessica Alfaro-Cassella
Deputy City Attorney

Docusign Envelope ID: 4CD8A16E-08B3-875F-82D2-976740F32133

EXHIBIT A

FLOOR PLAN(S)

4 pages attached

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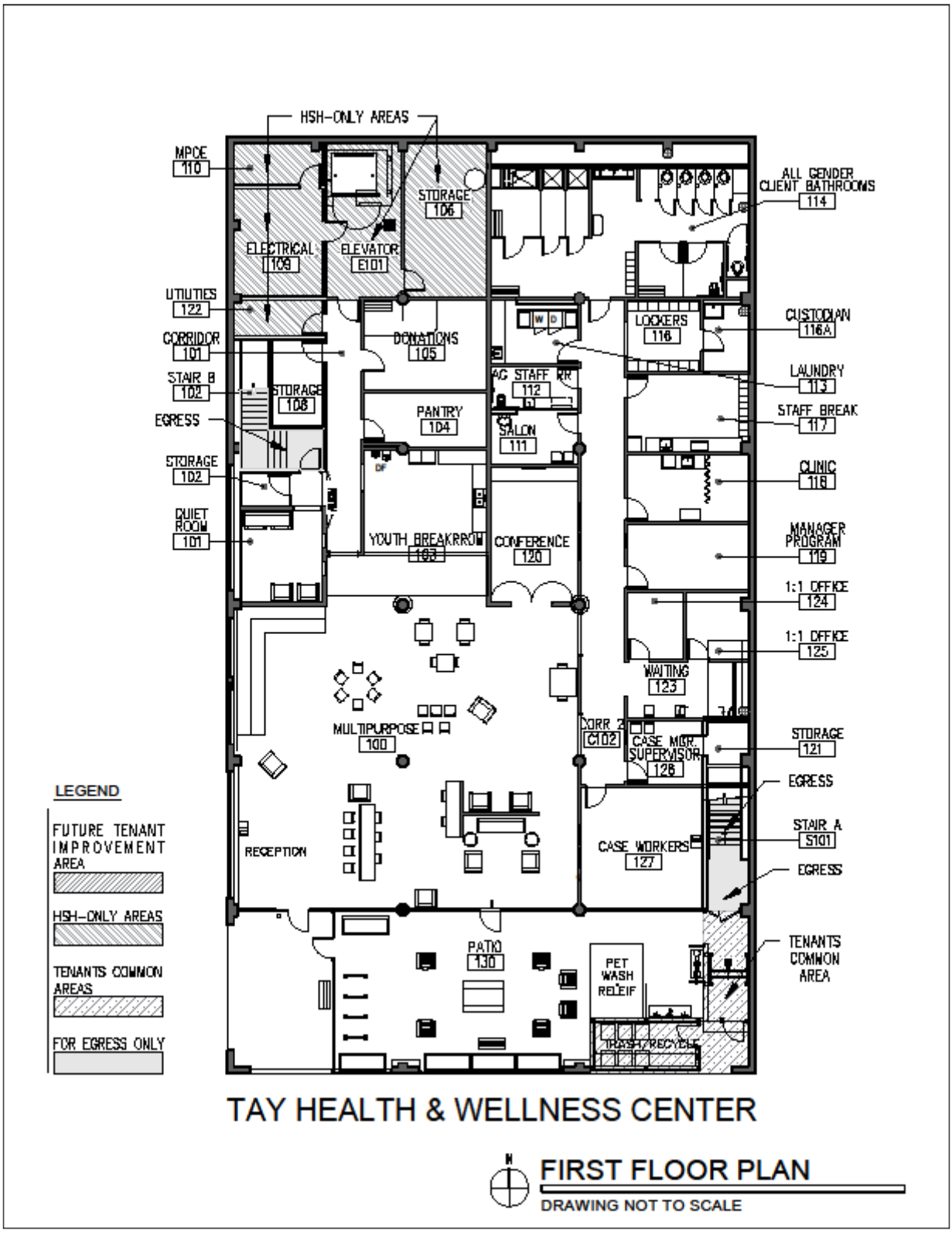

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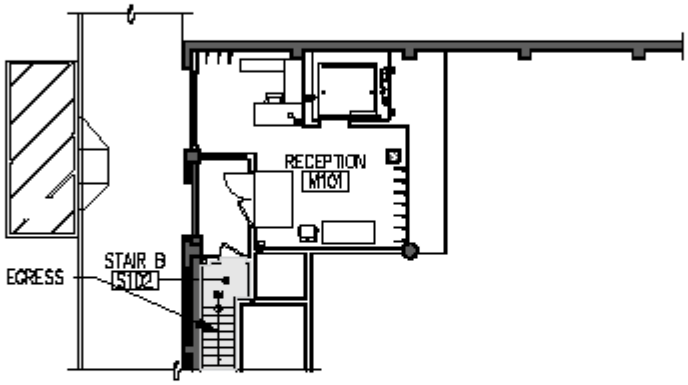

LEGEND

FUTURE TENANT IMPROVEMENT AREA

HSH-ONLY AREAS

TENANTS COMMON AREAS

FOR EGRESS ONLY

N

MEZZANINE LEVEL PLAN

DRAWING NOT TO SCALE

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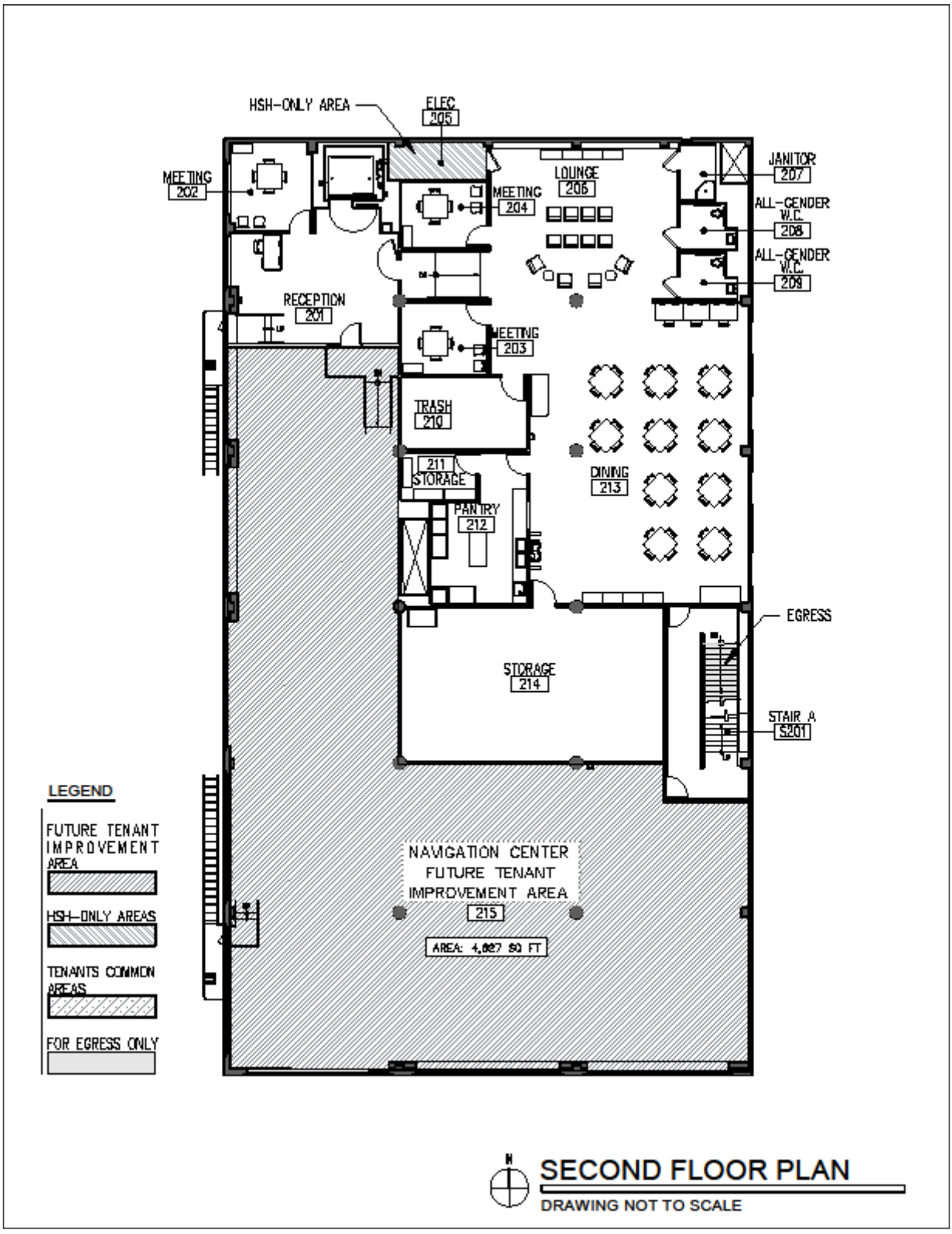

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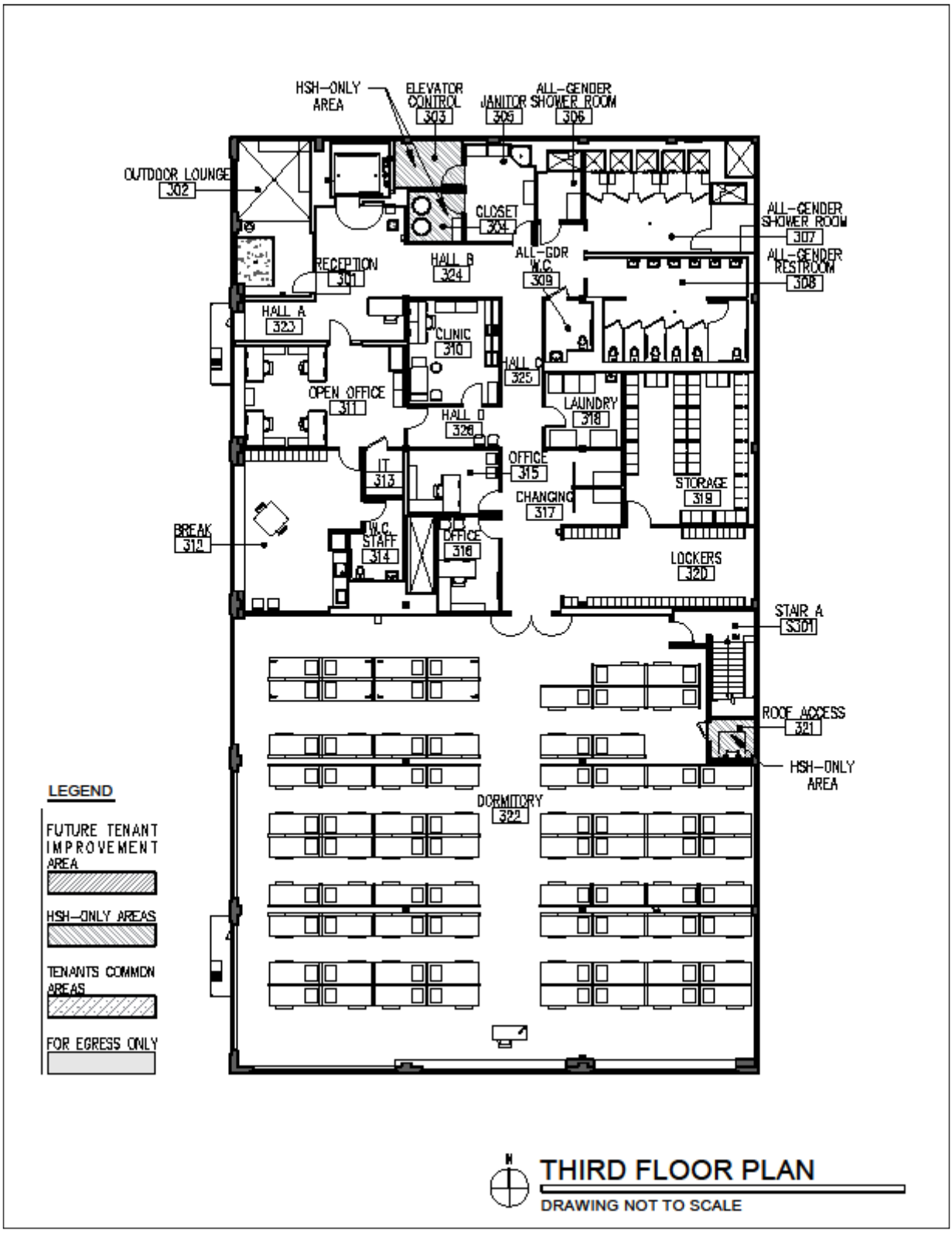

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EXHIBIT B

INTENTIONALLY OMITTED

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EXHIBIT C

INTENTIONALLY OMITTED

Docusign Envelope ID: 4CD8A16E-08B3-875F-82D2-976740F32133

EXHIBIT D

STANDARD UTILITIES AND SERVICES

The standards set forth below describe the basic utilities and services presently in effect for the Building. City reserves the right to adopt any nondiscriminatory modifications and additions to the standards that do not materially impair Tenant's rights under this Lease or Tenant's use of the Premises. City will give Tenant reasonable advance notice, in accordance with the provisions of this Lease, of any material modifications and additions, which will be subject to Tenant's reasonable approval.

Subject to the terms and conditions of this Lease, City will provide the following basic utilities and services:

A. **Elevator**. Unattended automatic passenger elevator facilities serving the floor(s) on which the Premises are located, on a 24-hour a day, 7-day a week basis.

B. **Ventilation; Heating and Air-Conditioning**. Ventilation to the Premises, and air-conditioning and heating to the Premises in season, on a 24-hour a day, 7-day a week basis, and at the temperatures and in the amounts as City deems reasonably necessary for the comfortable occupancy of the Premises, subject to applicable Legal Requirements. Tenant will not alter, adjust, tamper with, or in any manner affect the installations or facilities supplying climate control to the Building or the Premises.

C. **Electricity**. Electric current to the Premises on a 24-hours a day, 7-days a week basis, in a quantity as reasonably determined by City to service standard shelter operations. Tenant will not connect any apparatus or device with wires, conduits, or pipes, or other means by which the services are supplied, for the purpose of using additional or extraordinary amounts of the services without City's prior written consent. At all times, Tenant's use of electric current may not exceed the capacity of feeders to the Building or the risers or wiring installation, except as provided in working drawings to City.

D. **Water.** Hot and cold water available at current points of supply in the Premises for drinking, showering, lavatory, clinical, laundry, janitorial and warming pantry purposes, on a 24-hours a day, 7-days a week basis.

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EXHIBIT E

RULES AND REGULATIONS

1. Tenant may not obstruct the sidewalks, halls, passages, exits, entrances, elevators, and stairways of the Building or use them for any purpose other than for ingress to and egress from the Premises. City retains the right to control and prevent access to the halls, passages, exits, entrances, elevators, escalators, and stairways that are not for the use of the general public, and City retains the right to control and prevent access of all persons whose presence in City's judgment would be prejudicial to the safety, character, reputation, and interests of the Building and its tenants, but that nothing in these Rules and Regulations may construed to prevent access to persons with whom Tenant normally deals in the ordinary course of its business, unless those persons are engaged in illegal activities. Tenant may not go on the roof of the Building, except in areas that City may designate as "Common Areas" from time to time.

2. No sign, placard, picture, name, advertisement, or notice visible from the exterior of the Premises may be installed or displayed by Tenant on any part of the outside or inside of the Building without City's prior written consent. At Tenant's expense and without notice, City may remove any sign installed or displayed in violation of this rule. All approved signs or lettering on doors will be printed, painted, affixed, or inscribed at Tenant's expense by a person approved by City, which approval will not be unreasonably withheld. Material visible from outside the Building will not be permitted.

3. The Premises may not be used for the storage of merchandise held for sale to the general public or for lodging. Tenant may not cook or permit cooking on the Premises, except that Tenant's use of Underwriters' Laboratory-approved microwave and thermal ovens and portable equipment for brewing coffee, tea, hot chocolate, and similar beverages is permitted if done in accordance with all applicable Legal Requirements.

4. Tenant will not employ any person or persons other than City's janitor to clean the Premises, unless City otherwise agrees in writing. Except with City's written consent, no person or persons other than those approved by City will be permitted to enter the Building to clean. Tenant will not cause any unnecessary labor because of Tenant's carelessness or indifference in the preservation of good order and cleanliness. Janitor service will not be furnished on nights when rooms are occupied after 9:00 p.m. unless, by agreement in writing, service is extended to a later hour for specifically designated rooms.

5. City may make a reasonable charge for additional keys and for having locks changed. Tenant will not make or have made additional keys without City's prior written consent, which consent will not be unreasonably withheld or delayed. Tenant will not alter any lock or install any new or additional locking devices without City's prior written consent. All locks installed in the Premises, excluding Tenant's vaults and safes, or special security areas (which will be designated by Tenant in a written notice to City), will be keyed to the Building master key system. City may make reasonable charge for any additional lock, or any bolt (including labor) installed on any door of the Premises. Tenant, on the termination of its tenancy, will deliver to City all keys to doors in the Premises. If Tenant loses any keys, Tenant will pay City for the cost of re-keying the Premises.

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6. Tenant will schedule with City, by written notice given no less than forty-eight (48) hours in advance, its move into or out of the Building. Moving may occur only on weekend days unless otherwise permitted by City. Tenant will reimburse City on demand for any additional security or other charges incurred by City as a consequence of Tenant's moving. The persons employed by Tenant to move equipment or other items in or out of the Building must be acceptable to City. The floors, corners, and walls of elevators and corridors used for the moving of equipment or other items in or out of the Building will be adequately covered, padded, and protected, and City may provide padding and protection, at Tenant's expense, if City determines that Tenant's measures or Tenant's movers are inadequate. City may prescribe the weight, size, and position of all equipment, materials, supplies, furniture, or other property brought into the Building. If considered necessary by City, heavy objects will stand on wood strips of thickness necessary to properly distribute the weight of the objects. City will not be responsible for loss of or damage to any of Tenant's property from any cause, and all damage done to the Building by moving or maintaining Tenant's property will be repaired at the expense of Tenant.

7. Tenant may not use or keep in the Premises or the Building any kerosene, gasoline, or flammable, combustible, or noxious fluid or materials or use any method of heating or air conditioning other than those limited quantities necessary for the operation and maintenance of normal office equipment. Tenant will not use, keep, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to City or other occupants of the Building because of noise, odors, and/or vibrations, or interfere in any way with other tenants or those having business in the Building.

8. City reserves the right to exclude from the Building between the hours of 6 p.m. and 8 a.m. and at all hours on Saturdays, Sundays, and legal holidays all persons who do not present a pass to the Building signed by City and properly in the possession of the person presenting the pass. City will furnish passes to persons as requested by Tenant in writing. Tenant will be responsible for all persons for whom it requests passes and will be liable to City for all acts of those persons. City will in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In the case of invasion, mob, riot, public excitement, or other circumstances rendering action advisable in City's opinion, City reserves the right to prevent access to the Building by any action as City may deem appropriate, including closing any doors in the Building.

9. Tenant may not cut or bore holes for wires in the partitions, woodwork, or plaster of the Premises. Tenant may not affix any floor covering to the floor of the Premises in any manner except as approved by City.

10. No curtains, draperies, blinds, shutters, shades, screens, or other coverings, hangings or decorations may be attached to, hung or placed in, or used in connection with any window of the Building without City's prior written consent.

11. For any Tenant default or carelessness, Tenant will pay for, repair, or otherwise compensate for all injuries and damages sustained by other tenants or occupants of the Building or City. On multiple-tenancy floors, all tenants will keep the doors to the Building corridors closed at all times except for ingress and egress, and all tenants will at all times comply with any rules or orders of the fire department with respect to ingress and egress.

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12. The toilet rooms, toilets, urinals, wash bowls, and other apparatus may not be used for any purpose other than that for which they were constructed, no foreign substance of any kind whatsoever may be deposited in them. The expense of any breakage, stoppage, or damage resulting in any violation of this rule will be borne by Tenant.

13. Except with City's prior consent, Tenant may not sell, or permit the sale from the Premises of, or use or permit the use of any sidewalk or mall area adjacent to the Premises for the sale of, newspapers, magazines, periodicals, theater tickets, or any other goods, merchandise, or service. Tenant may not carry on, or permit, or allow any employee or other person to carry on, business in or from the Premises for the service or accommodation of occupants or any other portion of the Building, and the Premises may not be used for manufacturing of any kind, or for any business or activity other than that specifically provided for in Tenant's lease.

14. Tenant may not install any radio or television antenna, loudspeaker, or other device on or about the roof area or exterior walls of the Building. Tenant will not interfere with radio or television broadcasting or reception from or in the Building or elsewhere.

15. Tenant will not use in any space, or in the Common Areas of the Building, any hand-trucks except those equipped with rubber tires and side guards or other material-handling equipment as City may approve. No other vehicles of any kind may be brought by Tenant into the Building or kept in or about the Premises.

16. Tenant will store all its trash and garbage within the Premises until it is removed to the location in the Building as designated from time to time by City. No material may be placed in the Building trash boxes or receptacles if the material is of a nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the City of San Francisco without being in violation of any Legal Requirements governing its disposal.

17. All loading and unloading of merchandise, supplies, materials, garbage, and refuse will be made only through the entryways and at the times as City may designate. In its use of the loading areas of the Building, Tenant may not obstruct or permit the obstruction of the loading areas, and at no time may Tenant park vehicles in the loading areas except for immediate loading and unloading purposes.

18. Canvassing, soliciting, peddling, or distribution of handbills or any other written material in the Building is prohibited and Tenant will cooperate to prevent the forgoing.

19. Upon City's request (which request need not be in writing), Tenant will immediately reduce its lighting in the Premises for temporary periods designated by City, when required in City's judgment to prevent overloads of the mechanical or electrical systems of the Building.

20. City reserves the right to select the name of the Building and change of name as it deems appropriate from time to time, and Tenant will not refer to the Building by any name other than **(a)** the name as selected by City (as the same may be changed from time to time), or **(b)** the postal address approved by the United States Post Office. Tenant will not use the name of the Building in any respect other than as an address of its operation in the Building without City's prior written consent.

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21. Tenant assumes all responsibility for protecting its Premises from theft, robbery, and pilferage, which includes keeping doors locked and other means of entry closed.

22. No vending machine may be maintained or operated within the Premises or the Building without City's prior written consent.

23. All incoming mail and package deliveries will be received at the area in the Building designated by City for those purposes and distributed through means established by City. No messenger or other delivery personnel will be permitted to enter any area of the Building other than the area designated by City for the pick-up and receipt of deliveries.

24. City reserves the right to exclude or expel from the Building any person who is, in City's judgment, intoxicated or under the influence of alcohol or other drug or who is in violation of any of the Rules or Regulations of the Building.

25. The requirements of Tenant will be attended to only on request received in writing via the HSH Facilities Service Request Form. City employees will not perform any work or do anything outside of their regular duties unless under special instructions from City.

26. City may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no waiver by City may be construed as a waiver of these Rules and Regulations in favor of any other tenant or tenants, or prevent City from later enforcing any Rules and Regulations against any or all of the tenants of the Building.

27. Wherever the word "Tenant" occurs in these Rules and Regulations, it means Tenant's associates, agents, clerks, employees, and visitors. Wherever the word "City" occurs in these Rules and Regulations, it means City's assigns, agents, officers, employees, and visitors.

28. These Rules and Regulations are in addition to and will not be construed in any way to modify, alter, or amend, in whole or part, the terms, covenants, agreements, and conditions of any lease of premises in the Building.

29. City reserves the right to make other and reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care, and cleanliness of the Building, and for the preservation of good order.

30. Tenant will be responsible for the observance of all the Rules and Regulations by Tenant's employees, agents, clients, customers, invitees, and guests.

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EXHIBIT F

FIRST SOURCE HIRING AGREEMENT

SEE ATTACHED 2 PAGES

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Docusign Envelope ID: 693F7378-F31B-4E9B-B734-DF588873439E

SAN FRANCISCO

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT

FIRST SOURCE HIRING PROGRAM

WORKFORCE PROJECTIONS FORM

EXHIBIT B WORKFORCE PROJECTIONS

FOR BUSINESS, COMMERCIAL, OPERATION AND LEASE OCCUPANCY

Business Name: 3rd Street Youth Center & Clinic **Phone:** 415-822-1707

Main Contact: Joi Jackson-Morgan **Email:** joi@3rdstyouth.org

Signed by:
Joi Jackson-Morgan
Signature of authorized representative* 02/24/26 **Date**

**By signing this form, the lessee agrees to participate in the Workforce System managed by the Office of Economic and Workforce Development (OEWD) and comply with the provisions of its First Source Hiring Agreement pursuant to San Francisco Administrative Code Chapter 83.*

Instructions:

- Upon entering into leases for the commercial space of the building, the Lessee must submit to OEWD, a signed First Source Agreement, including its signature to Exhibit A thereto. Lessee will also complete and submit Exhibit A annually to reflect employment conditions.
- The employer must notify the First Source Hiring Program (Contact Info below) If an **Entry Level Position** becomes available.

Section 1: Select your Industry

☐ Auto Repair	☐ Entertainment	☐ Personal Services
☐ Business Services	☐ Elder Care	☐ Professionals
☐ Consulting	☐ Financial Services	☐ Real Estate
☐ Construction	☒ Healthcare	☐ Retail
☐ Government Contract	☐ Insurance	☐ Security
☐ Education	☐ Manufacturing	☐ Wholesale
☐ Food and Drink	☐ I don't see my industry *(Please Describe)*_____	

Section 2: Describe Primary Business Activity

3rd Street Youth Center & Clinic provides integrated health, housing, and youth development services to young people ages 12-27 in San Francisco, primarily serving Bayview Hunters Point. Our work encompasses free primary healthcare and behavioral health services, comprehensive housing support including emergency shelter and rapid-rehousing, and workforce development programs that create pathways to economic stability. We operate as a culturally responsive nonprofit where nearly 90% of staff live in or grew up in the communities we serve, delivering trauma-informed care that addresses the interconnected barriers facing Black and Brown youth.

Section 3: Provide information on all Entry Level Positions

Entry-Level Position Title	Job Description	Number of New Hires	Projected Hiring Date
Not Applicable			

Please email, fax, or mail this form SIGNED to:

ATTN: Employer Services
Office of Economic and Workforce Development
1 South Van Ness Avenue, 5th Floor, San Francisco, CA 94103

IF(2/24/2026)

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Docusign Envelope ID: 693F7378-F31B-4E9B-B734-DF588873439E

SAN FRANCISCO

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT

FIRST SOURCE HIRING PROGRAM

WORKFORCE PROJECTIONS FORM

EXHIBIT B WORKFORCE PROJECTIONS

FOR BUSINESS, COMMERCIAL, OPERATION AND LEASE OCCUPANCY

Tel: 415-701-4848
Fax: 415-701-4897
mailto:Employer.Services@sfgov.org
Website: www.workforcedevelopmentsf.org

IF(2/24/2026)

Docusign Envelope ID: 4CD8A16E-08B3-875F-82D2-976740F32133

EXHIBIT G

Intentionally Omitted.

DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING

Transitional Age Youth Navigation Center

888 Post Street Lease

Budget & Finance Committee

July 22, 2026

The Lower Polk TAY Navigation Center

A youth-centered navigation center for young adults ages 18–27

The Lower Polk TAY Navigation Center is operated by 3rd Street Youth Center & Clinic in partnership with HSH. The program serves young adults ages 18 to 27 who are experiencing homelessness.

The program provides:

- 24/7 temporary shelter in a safe, clean, low-barrier environment
- Meals, snacks, secure storage, and support for youth with service animals, companion animals, and pets
- One-on-one case management, counseling, and housing-focused support
- Health and wellness services to support physical and mental wellbeing
- Education and employment support to help youth stabilize and move forward

Additional Space

More space to strengthen services — not to expand capacity

The additional space will allow the program to spread out within the existing City-owned building and better meet the needs of youth already being served.

This lease will support:

- More appropriate space for confidential case management, counseling, and service planning
- Better separation of sleeping, wellness, community, and service-delivery areas
- Expanded ability to provide health and wellness programming onsite
- A calmer, more trauma-informed environment for young people navigating homelessness
- Better use of private philanthropic investment in tenant improvements

Lease Terms

- **Property:** 888 Post Street, City-owned building
- **Premises:** 2nd and 3rd floors
- **Tenant / Operator:** 3rd Street Youth Center & Clinic
- **Term:** Two years, beginning July 1, 2026
- **Rent:** $1 annual base rent
- **Tenant Improvements:** 3rd Street has raised more than $1 million in private funds for tenant improvements, subject to City review and approval
- **City Cost Impact:** Property-related expenses are already funded by HSH; approval of the lease does not change that
- **Public Purpose:** The below-market lease supports a navigation center for transitional age youth experiencing homelessness

DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING

Thank you!

City & County of San Francisco
Daniel Lurie, Mayor

Office of the City Administrator
Carmen Chu, City Administrator
Sally Oerth, Director of Real Estate

July 2, 2026

Honorable Board of Supervisors
City and County of San Francisco
City Hall, Room 244
1 Carlton B. Goodlett Place
San Francisco, CA 94102

RE: Lease for the Department of Homelessness and Supportive Housing TAY Navigation Center at 888 Post Street

Dear Board Members,

Attached for your consideration is a Resolution authorizing the Department of Homelessness and Supportive Housing ("HSH") to enter into a "Lease" between the City and County of San Francisco ("City"), as Landlord, and 3rd Street Youth Center and Clinic ("3rd Street"), as Tenant, for the 2nd and 3rd floors (the "Premises") at the city-owned property located at 888 Post Street (the "Property").

The City acquired the Property and entered into a grant agreement (the "Grant Agreement") with 3rd Street, to create the Lower Polk TAY Navigation Center in February 2021 at the Premises (the "Program"). The Program exclusively serves young adults aged 18 to 27 (Transitional Aged Youth, or "TAY"), providing temporary shelter and support to TAY experiencing homelessness.

3rd Street has independently raised over $1,000,000.00 in private funds for the construction of "Tenant Improvements" to better serve Program guests. HSH will review and approve all Tenant Improvements to be made by 3rd Street under the new lease.

HSH is in the process of converting the Grant Agreement into a new service contract with 3rd Street (the "Service Contract"). The Service Contract and the Lease contain provisions requiring 3rd Street to remain in good standing under both agreements. Should either agreement terminate, the Tenant Improvements remain to serve TAY, but 3rd Street will no longer run the Program or keep their tenancy.

The Service Contract and the Lease will commence on July 1st for a term of two years. The rent payable under the Lease is $1 per year. The Property related expenses are currently funded by HSH under the Grant Agreement. Authorizing the Lease will not change that.

Both the Executive Director of HSH and I recommend approval of the proposed Resolution. If you have questions regarding the Lease, please contact my staff member, Sandi Levine at 415-361-1555 or sandi.levine@sfgov.org. For questions regarding the Program, please contact Emily Cohen at 628-652-7905 or emily.cohen@sfgov.org.

Respectfully,

Sally Oerth
Director of Real Estate

San Francisco Planning

49 South Van Ness Avenue, Suite 1400
San Francisco, CA 94103
628.652.7600
www.sfplanning.org

MEMO

TO: Peter Engel, San Francisco Public Works

FROM: Don Lewis, Senior Environmental Planner

DATE: August 1, 2024

PROJECT: 888 Post Street Homeless Youth Drop-in Center

SUBJECT: Planning Department / Environmental Review Officer Concurrence
California Environmental Quality Act (CEQA) Exemption per AB 101

This memorandum is in response to a memorandum from San Francisco Public Works dated July 30, 2024 requesting Planning Department confirmation that no environmental review is required for the proposed Homeless Youth Drop-in Center at 888 Post Street. The memo will confirm that the proposed Homeless Youth Drop-in Center is not subject to the California Environmental Quality Act (CEQA) pursuant to California law set forth in Assembly Bill 101, California Government Code Sections 65660 – 65668 (AB 101).

AB 101 provides that a low barrier navigation center that meets certain criteria and is located in a mixed-use zoning district or a non-residential zone that permits multifamily uses is a use by right and is not subject to CEQA (Government Code Section 65660(b)). A "use by right" is defined in Government Code Section 65583.2(i) to mean that the local government's review of the use may not require a conditional use permit, planned unit development permit, or other discretionary local government review or approval that would constitute a "project" for purposes of CEQA.

The zoning designation for this site is RC-4 (Residential-Commercial, High Density). This zoning district provides for a mixture of high-density dwellings with supporting commercial uses. A homeless shelter that is owned, operated, or leased by the City and County of San Francisco is a principally permitted used in the RC-4 District pursuant to Planning Code Section 209.3.

The memorandum dated July 30, 2024 from Public Works explains how the proposed Homeless Youth Drop-in Center complies with the criteria set forth in AB 101. It meets the definition of a low barrier navigation center set forth in Government Code Section 65660(a) and meets the criteria set forth in Government Code Section 65662. Accordingly, the Homeless Youth Drop-in Center at 888 Post Street is not subject to CEQA

San Francisco Ethics Commission
25 Van Ness Avenue, Suite 220, San Francisco, CA 94102
Phone: 415.252.3100 · Fax: 415.252.3112

Filing Information

Record Number	SFEC126F000154545
Status	BOS Legislative Clerk Acceptance
SFEC126f Form Type	126f4 BOS
File Number (BOS)	260795
Type of Filing	Original

Contractor Information

Contractor Name	3rd Street Youth Center and Clinic
Contractor Email	info@3rdstyouth.org
Contractor Phone #	(415) 822-1707
International Address?	No
Contractor Address (US)	1728 Bancroft Avenue
Contractor City and State	San Francisco - CA
Contractor Zip Code	94124
Country	United States of America

Contract Information

Contract Amount

$1.00

Contract Description

A Lease between the City and County of San Francisco, on behalf of its Department of Homelessness and Supportive Housing, as landlord, and 3rd Street Youth Center and Clinic, as tenant, for the 2nd and 3rd floors of the property located at 888 Post Street for a 2-year term commencing on July 1, 2026. $1 Annual Base Rent.

City Agency - Departmental Contact Information

Departmental Contact

Hailey Gil

Departmental Contact Phone #

(628) 652-7925

Full Department Name

HOM - Homelessness and Supportive Housing

Contract Approval

Mayoral Approval Not Required

false

Affiliates and subcontractors

Entity Type	First Name	Last Name	Entity or Sub/Contractor Name
Board of Directors	Laura	Fallon	
Board of Directors	Jackie	Relyea	
Board of Directors	Michelle	Magee	
Board of Directors	Glen	Kunene	
Board of Directors	Marcus D.	Hodge	
Board of Directors	Nicole	Leopardo	
Board of Directors	Laura	Combs	
CEO	Joi	Jackson	
COO	Joanna	Nero	

OFFICE OF THE MAYOR
SAN FRANCISCO

DANIEL LURIE
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Dexter Darmali, Legislative & Ethics Secretary
RE: Lease Agreement - Retroactive - 3rd Street Youth Center and Clinic - 888 Post Street - $1 Annual Base Rent
DATE: July 7, 2026

Resolution retroactively authorizing the Director of Property to execute a Lease between the City and County of San Francisco, as landlord, and 3rd Street Youth Center and Clinic, as tenant, for the 2nd and 3rd floors of the property located at 888 Post Street for a two year term commencing on July 1, 2026; determining that the below market rent payable under the Lease will serve a public purpose by providing a navigation center for transitional age youth experiencing homelessness, in accordance with Administrative Code, Section 23.33; affirming the Planning Department's determination under the California Environmental Quality Act; authorizing the Director of Property, in consultation with the City Attorney, to execute the Lease, make certain modifications, and take certain actions in furtherance of the Lease and this Resolution; and authorizing the Director of Property enter into amendments or other modifications to the Lease Agreement that do not materially increase the obligations or liabilities to the City.

Should you have any questions, please contact Adam Thongsavat at adam.thongsavat@sfgov.org

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