

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this “**First Amendment**”) is dated for reference purposes as of September 1, 2022 (the “**First Amendment Reference Date**”), by and between HUDSON 1455 MARKET STREET, LLC, a Delaware limited liability company (“**Landlord**”), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“**City**” or “**Tenant**”), acting by and through the San Francisco Municipal Transportation Agency (“**SFMTA**”). Capitalized terms used herein but not defined shall have the meaning given them in the Lease (as defined below).

THIS FIRST AMENDMENT is made with reference to the following facts:

A. City and Landlord (as successor in interest to Hudson 1455 Market, LLC) are parties to that certain Lease, dated November 1, 2011 (the “**Initial Lease**”), pursuant to which City presently leases the premises consisting of 39,573 rentable square feet of space (the “**Premises**”) at 1455 Market Street, San Francisco, California (the “**Building**”), as more particularly described in the Lease. The Initial Lease, as supplemented by the letter agreements dated March 9, 2011 and October 31, 2011 (collectively, the “**Letter Agreements**”), and as further amended by this First Amendment, will be referred to as the “**Lease.**” The Commencement Date for the Initial Premises, as defined in the Lease, was September 20, 2013, and the Rent Commencement Date for the Initial Premises was November 19, 2013.

B. City exercised the first 10-year Extension Option under Initial Lease Section 3.4 on June 15, 2022.

C. Landlord and City enter into this First Amendment to document such exercise by the City of the first 10-year Extension Option and to extend the Term as contemplated by Initial Lease Section 3.4.

NOW, THEREFORE, in consideration of the matters described in the foregoing Recitals which are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the City and Landlord agree as follows:

1. **Base Rent.**

City shall continue to pay Base Rent with respect to the Premises in accordance with the terms of the Initial Lease and the Letter Agreements through September 19, 2023 (in addition to all other amounts due under the Lease). Commencing on September 20, 2023, City shall pay Base Rent for the 7th Floor Premises at the rate of one hundred thirty-nine thousand, four hundred and ninety-six dollars and thirty-two cents (\$139,496.32) per month (approximately \$3.59 per rentable square foot per month) and for the Locker Room Premises at the rate of one thousand four hundred and thirty-seven dollars and twenty-two cents (\$1,437.22) per month (approximately \$2.12 per rentable square foot per month), in accordance with Initial Lease Section 3.4(c). Commencing on July 1, 2024 and each July 1st thereafter, the Base Rent shall be adjusted as set forth in Initial Lease Section 4.3. Such Base Rent shall be payable in accordance with the terms of the Initial Lease and in addition to all other amounts due under the Lease (including, without limitation, Additional Charges). Accordingly, during the period beginning on September 20, 2023 and ending on September 19, 2033, City shall pay Base Rent with respect to the Premises in accordance with the following schedule:

Period	Monthly Base Rent*
9/20/2023 – 6/30/2024	\$140,933.54 per month
7/1/2024 – 6/30/2025	\$145,161.55 per month
7/1/2025 – 6/30/2026	\$149,516.39 per month
7/1/2026 – 6/30/2027	\$154,001.89 per month
7/1/2027 – 6/30/2028	\$158,621.94 per month
7/1/2028 – 6/30/2029	\$163,380.60 per month
7/1/2029 – 6/30/2030	\$168,282.02 per month
7/1/2030 – 6/30/2031	\$173,330.48 per month
7/1/2031 – 6/30/2032	\$178,530.39 per month
7/1/2032 – 6/30/2033	\$183,886.30 per month
7/1/2033 – 9/19/2033	\$189,402.89 per month

*Base Rent for the fractional months of September 2023 and September 2033 shall be prorated in accordance with the terms of Initial Lease Section 4.1. Accordingly, (a) the Base Rent payable with respect to the period beginning on September 20, 2023 and ending on September 30, 2023 shall be \$51,675.63, and (b) the Base Rent payable with respect to the period beginning on September 1, 2033 and ending on September 19, 2033 shall be \$119,955.17.

2. Extension of Term; Revised Termination Date; Option to Renew.

Landlord and City acknowledge and agree that the Term is extended to September 19, 2033, and the Expiration Date is September 19, 2033. Additionally, Landlord and City acknowledge and agree that City has one more 10-year Extension Option as set forth, and subject to the terms, in Initial Lease Section 3.4(a). Landlord shall complete the refurbishment work in accordance with, and subject to, Initial Lease Section 3.4(d), but otherwise the City shall continue to take the Premises "as is" as provided in such Section 3.4(c).

3. Notice Addresses.

The notices addresses set forth in the Basic Lease Information are deleted and replaced with the following addresses:

Tenant: Notices shall be sent to Tenant at the following addresses:

Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Attn: Andrico Q. Penick
Director of Property

with a copy to:

San Francisco Municipal Transportation Agency
1 South Van Ness Avenue, 8th floor
San Francisco, CA 94103
Attn: Manager of Strategic Real Estate

and a copy to:

Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4682
Attn: Real Estate and Finance Team
Fax No.: (415) 554-4755

Landlord: Notices shall be sent to Landlord at the following addresses:

Hudson Pacific Properties
Chris Lewis
Senior Director, Leasing
121 Spear Street
Suite 220
San Francisco, California 94105

4. Cooperative Drafting

This First Amendment 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 their legal counsel or representative. 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.

5. Contractor Vaccination Requirements

(1) Landlord acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency (“**Emergency Declaration**”), dated February 25, 2020, and the Updated Contractor Vaccination Policy for City Contractors issued by the City Administrator dated January 24, 2022 (“**Contractor Vaccination Policy**”), which documents may be amended from time to time. City has informed Landlord that the current Contractor Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>. Any undefined, initially-capitalized term used in this Section 5 has the meaning given to that term in the Contractor Vaccination Policy.

(2) A Contract as defined in the Emergency Declaration is an agreement (including purchase orders) between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the contractor or subcontractor work in-person with City employees in connection with the work or services performed thereunder at a facility owned, leased, or controlled by the City. A Contract includes such agreements currently in place or entered into during the term of the Emergency Declaration. A Contract does not include an agreement with a state or federal governmental entity or agreements that does not involve the City paying or receiving funds.

(3) Landlord has read the Contractor Vaccination Policy. In accordance with the Emergency Declaration, if this Lease is (or becomes) a Contract, Landlord agrees that:

(a) Landlord shall comply with the requirements of the Contractor Vaccination Policy pertaining to "Covered Employees" (as defined under the Emergency Declaration and the Contractor Vaccination Policy) of Landlord or its agents, contractors and subcontractors, and ensure such Covered Employees are fully vaccinated for COVID-19 or obtain an exemption based on medical or religious grounds. In the event Landlord is found to be breach of the terms of the immediately preceding sentence, then Tenant's sole and exclusive remedy therefor shall be for Landlord to replace the Covered Employee causing such breach with a Covered Employee that satisfies the terms thereof as soon as reasonably possible; and

(b) If Landlord grants a Covered Employee an exemption based on medical or religious grounds, Landlord will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form ("Exemptions Form"), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to "Exemptions" to download the form).

6. General

(1) **References.** No reference to this First Amendment is necessary in any instrument or document at any time referring to the Lease. Any future reference to the Lease shall be deemed a reference to such document as amended by this First Amendment.

(2) **Applicable Law.** This First Amendment shall be governed by, construed and enforced in accordance with the laws of the State of California.

(3) **Miscellaneous.** Except as expressly modified herein, the terms, covenants and conditions of the Initial Lease and Letter Agreement shall remain unmodified and in full force and effect; provided, the City acknowledges that City's First Offer Right under Initial Lease Section 22.1 [City's Right of First Offer to Lease] expires at the end of the Initial Term on September 19, 2023, and, thereafter, City shall have no rights to any First Offer Space. The Lease constitutes the entire agreement of the parties concerning the subject matter hereof, and supersedes and conceals any and all previous negotiations, agreements, or understandings, if any, regarding the matters contained herein. The execution of this First Amendment shall not constitute a waiver of relinquishment of any rights which the City may have relating to the Lease. Subject to the terms of this First Amendment, Landlord and City hereby ratify and confirm all of the provisions of the Lease.

(4) **CASp.** Landlord hereby discloses to Tenant, in accordance with California Civil Code Section 1938, and Tenant hereby acknowledges that the Premises have not undergone an inspection by a Certified Access Specialist (CASp) to determine whether the Premises meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. As

required by Section 1938(e) of the California Civil Code, Landlord hereby states as follows: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." Landlord and Tenant hereby agree as follows: (i) any CASp inspection requested by Tenant shall be conducted, at Tenant's sole cost and expense, by a CASp approved in advance by Landlord, subject to Landlord's rules and requirements; and (ii) Landlord shall have no obligation to perform any work or repairs identified in any such CASp inspection; and (iii) to the extent that any work, repairs, replacements, or improvements are recommended or required by the CASp inspection performed by or on behalf of Tenant, then, at Landlord's election, Tenant shall be required to perform the same at Tenant's sole cost and expense (subject to the terms and conditions of the Lease, including, without limitation, Initial Lease Section 7.1, including Landlord's right to approve of detailed plans and specifications in advance).

(5) **Brokers.** Tenant and Landlord each represent and warrant to the other that it has not dealt with or engaged any broker with respect to this First Amendment. If either Tenant or Landlord is in breach of the foregoing representation and warranty, the breaching party shall be solely responsible for the payment of any fees due to said broker, and the breaching party shall further protect, indemnify, hold harmless and defend the non-breaching party from any liability with respect thereto.

(6) **Estoppels.** Tenant represents and certifies to Landlord that, as of the Effective Date (as defined in Section 7 below), to Tenant's actual knowledge without duty of investigation or inquiry, (a) Landlord is not in default under the Lease, and (b) Tenant does not have any defenses or offsets to payment of rent and performance of its obligations under the Lease as and when same becomes due. Landlord represents and certifies to Tenant that, as of the date of Landlord's execution of this First Amendment (as shown on the signature page hereto), to Landlord's actual knowledge without duty of investigation or inquiry, (i) Tenant is not in default under the Lease, and (ii) Landlord does not have any defenses or offsets to the performance of its obligations under the Lease as and when same becomes due.

7. **Effective Date of First Amendment.** Notwithstanding anything to the contrary contained in this First Amendment, Landlord acknowledges and agrees that no officer or employee of City has authority to commit City hereto unless and until SFMTA's Commission shall have approved and the City's Board of Supervisors shall have duly adopted a resolution approving this First Amendment and authorizing consummation of the transaction contemplated hereby. Therefore, any obligations or liabilities of City hereunder are contingent upon adoption of such a resolution, and this First Amendment shall be null and void unless City's Mayor and Board of Supervisors approve this First Amendment, in their respective sole and absolute discretion, and in accordance with all applicable laws. Approval of this First Amendment by any department, commission or agency of City shall not be deemed to imply that such resolution will be adopted nor will any such approval create any binding obligations on City. Subject to the foregoing, the effective date of this First Amendment (the "Effective Date") shall be the later of (i) the date this First Amendment is fully executed by Landlord, the City Attorney, and the Director of Property, and (ii) the date the SFMTA Commission

and the Board of Supervisors adopt a resolution approving this First Amendment and authorizing consummation of the transaction contemplated hereby. Tenant shall deliver to Landlord written notice of the occurrence of the date referenced in clause (ii) of the immediately preceding sentence as soon as reasonably possible following the occurrence thereof.

(Signatures on following page)

In witness whereof, the parties hereto have executed this First Amendment as of the date written above.


LANDLORD: HUDSON 1455 MARKET STREET, LLC,
a Delaware limited liability company

By: Hudson 1455 Market, L.P.,
a Delaware limited partnership
its Member


By: Hudson 1455 GP, LLC,
a Delaware limited liability company,
its General Partner

By: Hudson Pacific Properties, L.P.,
a Maryland limited partnership,
its Member

By: Hudson Pacific Properties, Inc.,
a Maryland corporation,
its General Partner

By:  _____ (M)
Name: Mark Lamas
Title: President
Date: _____

TENANT: CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By:  _____
ANDRICO Q. PENICK
Its: Director of Property

APPROVED BY:

San Francisco Municipal Transportation
Agency Board of Directors

Resolution No.: 221004-090

Adopted: October 4, 2022

Attest:  _____
Secretary, SFMTA Board of Directors

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By:



Charles Sullivan
Deputy City Attorney