

EXHIBIT F



**PIER 1
SAN FRANCISCO, CA 94111**

**LICENSE TO USE PROPERTY
LICENSE No. 17011**

BY AND BETWEEN

**THE CITY AND COUNTY OF SAN FRANCISCO OPERATING BY AND
THROUGH THE
SAN FRANCISCO PORT COMMISSION**

AND

**YOUNG MEN'S CHRISTIAN ASSOCIATION OF SAN FRANCISCO, A
CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION**

[LICENSE DATE, 2023]

CRANE COVE PARK

**ELAINE FORBES
EXECUTIVE DIRECTOR**

**SAN FRANCISCO PORT COMMISSION
WILLIE ADAMS, PRESIDENT
KIMBERLY BRANDON, VICE PRESIDENT
JOHN L. BURTON, COMMISSIONER
GAIL GILMAN, COMMISSIONER
STEVEN LEE, COMMISSIONER**

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EXHIBITS AND SCHEDULES

EXHIBIT 1	LICENSE AREA
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BASIC LICENSE INFORMATION

<i>License Date:</i>	XXXXXX, 2023
<i>License Number:</i>	17011
<i>Port:</i>	CITY AND COUNTY OF SAN FRANCISCO , a municipal corporation, operating by and through the SAN FRANCISCO PORT COMMISSION
<i>Port's Address:</i>	Port of San Francisco Pier 1 San Francisco, California 94111 Attention: Deputy Director, Real Estate and Development Telephone: (415) 274-0400 Facsimile: (415) 274-0494
<i>Licensee:</i>	Young Men's Christian Association of San Francisco , a California Nonprofit Public Benefit Corporation
<i>Contact Information:</i>	Licensee's Contact Information is provided in Lease No. L- 16997
<i>License:</i>	This License grants a revocable, personal, non-assignable, non-exclusive, and non-possessory privilege for the Licensee, in connection with Licensee's operations under Port Lease No. L- 16997 between Port as landlord and Licensee as tenant (" Lease ") on a temporary basis only, to conduct the Permitted Activities in the License Area (defined below).
<i>Sublicense:</i>	Notwithstanding Section 3 , subject to Port's consent as provided under the Lease, Licensee may sublicense this License to its Subtenants under the Lease, as those terms are defined by the Lease.
<i>License Area:</i>	The " License Area " consists of undesignated outdoor "pod" space in Crane Cove Park in the City and County of San Francisco, State of California, as such License Area is further described in Exhibit 1 attached hereto and made a part hereof, together with any and all improvements and alterations thereto which area(s) are not fixed, but will be located in suitable locations consistent with the terms and conditions of this License (" Pods "). Licensee shall have use of undesignated License Area space of up to 2,000 square feet consisting of up to 1,400 square feet in the Great Lawn or Slipway areas and, if needed by Licensee's subtenant for such subtenant's outdoor program, an additional 600 square feet of space in the Beach or North Lawn areas, as each area is approximately shown on Exhibit 1 . If Port reasonable determines that the use of such amount of square footage is materially affecting the general

	<p>public's use and enjoyment of Crane Cove Park, then Port may reduce the amount of the License Area square footage to not more than 1,400 square feet in the aggregate. Tenant may request to resume use of up to 2,000 square feet in the aggregate, and Port may either grant or deny Tenant's request in its reasonable discretion.</p> <p>Port, in its reasonable discretion, without liability to Licensee, shall have the right to permanently or temporarily close, revise or modify any portion of the License Area upon reasonable notice to Licensee and without amendment or modification of this License. Licensee shall comply with any such revisions or modifications and failure to do so will be a material default of this License. To the extent of such closure, revision or modification, Licensee's obligations shall terminate or be suspended (subject to any obligations that survive expiration or earlier termination of this License).</p>
<i>Term:</i>	<p>This License shall be effective on the effective date of the Lease ("License Effective Date"), shall commence on the date on which Licensee notifies Port in writing that Licensee (or a Sublicensee) elects to commence the Permitted Activities in the License Area, which date shall be no earlier than the commencement date of the Lease ("License Commencement Date"), and, unless earlier terminated in accordance with its terms and without limiting Port's right to terminate this License under Section 3, shall be coterminous with the Lease, including any Extension Term or holdover period with Port's consent as provided in the Lease ("License Expiration Date") ("Term").</p> <p>Promptly following each of the actual License Effective Date and License Commencement Date, Port and Licensee shall execute a Memorandum substantially in the form attached hereto as Exhibit 2, confirming the actual dates, but either party's failure to do so shall not affect the commencement or expiration of the Term.</p>
<i>Monthly License Fee:</i>	<p>Provided there is no Event of Default of the Lease (as defined in the Lease), there shall be no fee under this License.</p> <p>Licensee agrees to pay for the fair market usage of the License Area as determined by Port during any period of an Event of Default under the Lease.</p>
<i>Permitted Activities:</i>	<p>The License Area shall be used solely for (i) staging and gathering for class/camp participants, including check-in stations; and (ii) exercise and instructional classes as further detailed in the Operations Plan and for no other purpose.</p> <p>Licensee acknowledges and agrees that Special Events are not permitted either under this License and that a separate agreement is needed for Special Events and that Port shall process Licensee's and its Sublicensees' requests for Special Events in the same manner as for all other applicants.</p>
<i>Operations Plan:</i>	<p>All Permitted Activities must be performed in compliance with the Operations Plan attached to the Lease as Exhibit G and</p>

	<p>incorporated into this License. The Operations Plan is supplemental to the License; in the event of any conflict or inconsistency between the License and the Operations Plan, the License will control.</p> <p>Failure to comply with the Operations Plan after notice and an opportunity to cure as provided in Section 11 is a material breach of this License.</p>
<p><i>Permitted Hours of Operation:</i></p>	<p>Daily (7 days/week), sunrise to sunset</p>
<p><i>Additional Requirements/Prohibitions:</i></p>	<p>In addition to, and without limiting, the Prohibited Uses specified in Section 7, Licensee must comply with the following.</p> <p>(a) Licensee’s operations shall not unreasonably interfere with or impede the use of Crane Cove Park by the public, other Port tenants, licensees or users or the Port, and Licensee’s operations shall not interfere with the use of adjacent Port properties by their respective tenants, licensees and invitees. Licensee shall not place or allow to be placed furniture or equipment outside the License Area and no furniture or equipment may be left outside of Building 49 overnight.</p> <p>(b) To the extent that any portion of the License Area is within BCDC jurisdiction, Licensee activities must comply with BCDC permit, attached hereto as Exhibit 3.</p> <p>(c) All uses must comply with the Port Code and applicable Crane Cove Park Rules and Regulations, once adopted by the Port Commission, and as amended from time to time. Non-compliance with the Port Code shall be deemed a material default of this License.</p> <p>(d) This License allows Licensee to conduct certain commercial activities in Crane Cove Park which are otherwise prohibited by the Port Code without permission of the Port; this License constitutes a permit, license or other permission as required by the Port Code. Unless specifically authorized by this License, Licensee may not conduct any activities prohibited by the Port Code.</p> <p>(e) Retail sales, including equipment rentals, sale of lessons; sale of food, drink, merchandise are prohibited.</p> <p>(f) Special Events are prohibited.</p> <p>(g) construction of any kind; as well as temporary installations, such as signage and tents, are prohibited absent Port’s prior written approval and Regulatory Approvals. Port, in its proprietary capacity, has consented to the temporary installations detailed in the Operations Plan as of the License Effective Date.</p>

<i>Cure Period:</i>	Where Port elects to provide a cure period rather than exercise its right to revoke or terminate this License, the cure period shall be (i) Twenty Four (24) Hours following notice from Port for a failure to use the License Area in a manner that presents a health, safety, welfare or environmental risk or hazard, as determined by Port in its sole and absolute discretion; and (ii) within ten (10) days following written notice from Port in all other circumstances.
<i>Signage:</i>	Licensee shall not have the right to place, construct or maintain any business signage, awning or other exterior decoration or notices in or on the License Area without Port's prior written consent. Any sign that Licensee is permitted to place, construct or maintain on the License Area shall comply with all Laws relating thereto, including but not limited to Port's Sign Guidelines, the Port Code and the Port Building Code, as each may be revised from time to time, and Licensee shall obtain all Regulatory Approvals required by such Laws. All signage must be temporary and Licensee, at its sole cost and expense, shall remove all signs placed by it on the License Area at the expiration or earlier termination of this License.
<i>Parking:</i>	Drop-off only. Licensee acknowledges that this License does not include parking rights or spaces.
<i>Security:</i>	Licensee shall be solely responsible for any security services desired by Licensee for the License Area during Hours of Operation. Port shall have no obligation to provide security. Licensee shall have no obligation to provide security for the Building or License Areas. Licensee agrees that any loss, damage or theft from the License Area is not Port's responsibility.
<i>Mutual Cooperation:</i>	Licensee shall cooperate with Port, other licensees and users of the License Area and approaches thereto, and will not unreasonably interfere with their operations. Nothing in this License shall obligate Port to provide a Port representative at the License Area, nor shall such presence obligate Port, its officers, employees or agents to take any action whatsoever. Licensee agrees that Port, its officers, employees and agents shall not be responsible for regulating traffic at the License Area.
<i>Reporting Accidents:</i>	Licensee shall notify Port in writing of any incident or accident of which Licensee becomes aware involving significant personal injury or personal property damage which occurs in a License Area during Licensee's operations. Such notice shall be given within twenty-four (24) hours after Licensee learns of said incident. Failure to timely report such incidents or accidents shall constitute a material default under this License.
<i>License Prepared By:</i>	James Hurley, Development Project Manager

LICENSE TO USE PROPERTY

1. BASIC LICENSE INFORMATION.

This License to Use Property, dated for reference purposes only as of the License Date set forth in the Basic License Information, is by and between the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”), operating by and through the **SAN FRANCISCO PORT COMMISSION** (“Port”), as licensor, and the party identified in the Basic License Information as licensee (“Licensee”). The Basic License Information that appears on the preceding pages and all Exhibits and Schedules attached hereto are hereby incorporated by reference into this License and shall be construed as a single instrument and referred to herein as this “License.” In the event of any conflict or inconsistency between the Basic License Information and the License provisions, the Basic License Information will control.

2. GRANT OF LICENSE.

In consideration of the stated conditions and agreements, Port hereby grants permission to Licensee to carry on the Permitted Activities within the License Area described in the Basic License Information and *Exhibit 1* attached hereto.

3. TERM; REVOCABILITY.

This License is a revocable personal, non-assignable, non-exclusive and non-possessory privilege to enter and use the License Area for the Permitted Activities only on a temporary basis during the Term unless sooner terminated pursuant to the terms of this License.

3.1. Without limiting any of Port’s rights hereunder, by initialing below, Licensee agrees and acknowledges that Port may, in its sole and absolute discretion, revoke or terminate this License at any time prior to the License Expiration Date, without cause and without obligation to pay any consideration to Licensee (“Port’s Termination Right”). Failure of Licensee to initial below shall in no way affect or hinder Port’s Termination Right. If Port exercises Port’s Termination Right, all obligations of Licensee shall immediately terminate, except for those obligations that survive the expiration or earlier termination of this License.

Initials:

Licensee

3.2. Licensee may terminate this License at any time prior to the License Expiration Date upon prior written notice to Port.

4. SECURITY DEPOSIT. The Security Deposit provided under the Lease will serve as security for the faithful performance by Licensee of all terms, covenants and conditions of this License. Port and Licensee agree that the terms, conditions, rights, and obligations of the parties as set forth in Section 9 of the Lease apply to the parties respective rights and obligations (including without limitation, Licensee’s waiver of provisions of California Civil Code Section 1950.7) with respect to the use of the Security Deposit under this License.

5. PERMITTED ACTIVITIES; SUITABILITY OF LICENSE AREA; PROHIBITED USES.

The License Area shall be used and occupied only for the Permitted Activities specified in the Basic License Information and for no other purpose. If the Basic License Information limits the times and location of the activities permitted hereunder, then Licensee shall not conduct the activity at times and locations other than at the times and locations hereinabove specified unless express prior written permission is granted by Port. Persons subject to this License must comply with the directions of the San Francisco Police Department and Fire Department in connection therewith.

Licensee acknowledges that Port has made no representations or warranties concerning the License Area, including without limitation, the seismological condition thereof. By entering onto the License Area under this License, Licensee acknowledges its receipt of **Schedules 1 and 4** attached to the Lease regarding conditions on and about the License Area and shall be deemed to have inspected the License Area and accepted the License Area in its “As Is” condition and as being suitable for the conduct of Licensee’s activity thereon as of the License Effective Date.

Licensee shall use the License Area solely for Permitted Activities and for no other purpose. Any other use in, on or around the License Area or surrounding or adjacent Port property shall be strictly prohibited, including, but not limited to, waste, nuisance or unreasonable annoyance to Port, its other licensees, tenants, or the owners or occupants of adjacent properties, interference with Port’s use of its property, or obstruction of traffic (including, but not limited to, vehicular and pedestrian traffic) (each, a “**Prohibited Use**”).

In the event Port determines after inspection of the License Area that a Prohibited Use or Prohibited Uses are occurring in, on or around the License Area, then Licensee shall immediately cease the Prohibited Use(s) and shall pay to Port an additional charge in the amount of Three Hundred Dollars (\$300) upon delivery of written notice to Licensee to cease the Prohibited Use (“**Notice to Cease Prohibited Use**”). In the event Port determines in subsequent inspection(s) of the License Area that Licensee has not ceased the Prohibited Use, then Licensee shall pay to Port an additional charge in the amount of Four Hundred Dollars (\$400) for each additional Notice to Cease Prohibited Use delivered to Licensee. The parties agree that the charges associated with each inspection of the License Area and delivery of the Notice to Cease Prohibited Use, if applicable, represent a fair and reasonable estimate of the administrative cost and expense which Port will incur by reason of Port’s inspection of the License Area and Licensee’s failure to comply with the applicable Notice to Cease Prohibited Use and that Port’s right to impose the foregoing charges shall be in addition to and not in lieu of any and all other rights under this License, at law or in equity. By signing this License, each party specifically confirms the accuracy of the statements made in this Section and the reasonableness of the amount of the charges described in this Section.

6. COMPLIANCE WITH LAWS; REGULATORY APPROVAL; PORT ACTING AS OWNER OF PROPERTY.

6.1. *Compliance With Laws.* Licensee, at Licensee’s sole cost and expense, promptly shall comply with all Laws relating to or affecting the condition, use or occupancy of the License Area to the extent that such Laws are applicable to Licensee’s or its Agents’ or Invitees’ acts or omissions on the License Area.

6.2. *Regulatory Approval.* Licensee understands that Licensee’s activity on the License Area may require Regulatory Approvals from Regulatory Agencies. Licensee shall be solely responsible for obtaining any such Regulatory Approvals, and Licensee shall not seek any Regulatory Approval without first obtaining the prior written approval of Port. All costs associated with applying for and obtaining any necessary Regulatory Approval shall be borne solely and exclusively by Licensee. Licensee shall be solely responsible for complying with any and all conditions imposed by Regulatory Agencies as part of a Regulatory Approval; provided, however, Licensee shall not agree to the imposition of conditions or restrictions in connection with its efforts to obtain a permit or other entitlement from any Regulatory Agency (other than Port), if the Port is required to be a co-permittee under such permit, or if the conditions or restrictions it would impose on Licensee’s activities could affect use of the Park or use or occupancy of other areas controlled or owned by the Port or would create obligations on the part of the Port (whether on or off of the License Area) to perform or observe, unless in each instance the Port has previously approved such conditions in writing, in Port’s sole and absolute discretion.

Any fines or penalties imposed as a result of the failure of Licensee to comply with the terms and conditions of any Regulatory Approval shall be promptly paid and discharged by Licensee, and Port shall have no liability, monetary or otherwise, for the fines and penalties. To the fullest extent permitted by Law, Licensee agrees to Indemnify City, Port and their Agents from and against any loss, expense, cost, damage, attorneys' fees, penalties, claims or liabilities which City or Port may incur as a result of Licensee's failure to obtain or comply with the terms and conditions of any Regulatory Approval.

6.3. Port Acting As Owner of Property. By signing this License, Licensee agrees and acknowledges that (i) Port has made no representation or warranty that any required Regulatory Approval can be obtained, (ii) although Port is an agency of City, Port has no authority or influence over any other Regulatory Agency responsible for the issuance of such required Regulatory Approvals, (iii) Port is entering into this License in its capacity as a landowner with a proprietary interest in the License Area and not as a Regulatory Agency of City with certain police powers, and (iv) Licensee is solely responsible for obtaining any and all required Regulatory Approvals in connection with the Permitted Activities on, in or around the License Area. Accordingly, Licensee understands that there is no guarantee, nor a presumption, that any required Regulatory Approval(s) will be issued by the appropriate Regulatory Agency and Port's status as an agency of City shall in no way limit the obligation of Licensee to obtain approvals from any Regulatory Agencies (including Port) which have jurisdiction over the License Area. Licensee hereby releases and discharges Port from any liability relating to the failure of any Regulatory Agency (including Port) from issuing any required Regulatory Approval.

6.4. Accessibility. California Law requires commercial landlords to disclose to tenants whether the property being leased has undergone inspection by a Certified Access Specialist ("CASp") to determine whether the property meets all applicable construction-related accessibility requirements. The Law does not require landlords to have the inspections performed. Licensee is hereby advised that the License Area has not been inspected by a CASp and, except to the extent expressly set forth in this License, Port shall have no liability or responsibility to make any repairs or modifications to the License Area in order to comply with accessibility standards. The following disclosure is required by Law:

"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."

Further, Licensee understands and agrees that Licensee may be subject to legal and financial liabilities if its use of the License Area does not comply with applicable federal and state disability access Laws. As further set forth in this Section, Licensee further understands and agrees that it is Licensee's obligation, at no cost to Port, to cause Licensee's uses of the License Area to be conducted in compliance with applicable federal or state disability access Laws.

7. UTILITIES, SERVICES, MAINTENANCE AND REPAIR.

7.1. Utilities. Port has no responsibility or liability of any kind with respect to any utilities that may be on, in or under the License Area. Licensee shall make arrangements and shall pay all charges for all Utilities to be furnished on, in or to the License Area to be used by Licensee. Licensee will procure all electricity for the License Area from the San Francisco Public Utilities Commission at rates to be determined by the SF Public Utilities Commission. If

the SF Public Utilities Commission determines that it cannot feasibly provide service to Licensee, Licensee may seek another provider.

7.2. Services. Port has no responsibility or liability of any kind with respect to the provision of any services to Licensee or on, in, or to the License Area. Licensee shall make arrangements and shall pay all charges for all services to be furnished on, in or to the License Area that may be required by Licensee, including, without limitation, security service, garbage and trash collection, janitorial service and extermination service.

7.3. Maintenance and Repair. Licensee shall not be obligated to maintain the License Area or to make any improvements, capital repairs, replacement or renewals of any kind, nature or description, except to the extent of damage caused by Licensee, its Agents or Invitees, as described below. Port shall not be obligated to make any repairs, replacement or renewals of any kind, nature or description whatsoever to the License Area or to any improvements or alterations now or hereafter located thereon. In the event that Licensee or its Agents or Invitees cause any damage (excepting ordinary wear and tear) to and around the License Area or any other Port property, Licensee shall be responsible and Port may, at its sole and absolute discretion, elect to repair the same itself or require Licensee to repair the same, all at Licensee's sole cost and expense; provided, however, that Licensee shall not be responsible for any damage caused by its Agents or Invitees on other Port property (in other words, property other than the License Area and the Premises under the Lease) unless the Agent's or Invitee's acts, omissions or negligence that caused the damage are such that they also trigger Licensee's indemnity obligations under **Section 12**. Upon receipt of any invoice from Port for costs incurred by Port related to any repair performed by Port in accordance with this Section, Licensee shall immediately reimburse Port therefor. This provision shall survive the expiration or earlier termination of this License.

8. TAXES AND ASSESSMENTS.

Licensee agrees to pay to the proper authority any and all taxes, assessments and similar charges on the License Area in effect at the time this License is entered into, or which become effective thereafter, including all taxes levied or assessed upon the possession, use, or occupancy, as distinguished from the ownership, of the License Area. Licensee, on behalf of itself and any permitted successors and assigns, recognizes and understands that this License may create a possessory interest subject to property taxation and that Licensee, and any permitted successor or assign may be subject to the payment of such taxes. Licensee, on behalf of itself and any permitted successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or extend this License may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. San Francisco Administrative Code Sections 23.38 and 23.39 (or any successor statute) require that certain information relating to the creation, renewal, extension, assignment, sublicense, or other transfer of this License be reported to the County Assessor within sixty (60) days after any such transaction. Accordingly, Licensee must provide a copy of this License to the County Assessor not later than sixty (60) days after the Effective Date, and any failure of Licensee to timely provide a copy of this License to the County Assessor will be a default under this License. Licensee further agrees to provide such other information as may be requested by City or Port to enable City or Port to comply with any reporting requirements under applicable Law with respect to possessory interest. Licensee shall Indemnify Port, City and their Agents from and against any Claims resulting from any taxes and assessments related to this License.

9. INSURANCE. The insurance provisions set forth in Section 19 of the Lease are hereby incorporated in their entirety (except as set forth in the last sentence of this **Section 9**), and Licensee shall maintain throughout the Term, at Licensee's expense, the insurance coverages for the License Area in the manner required and subject to the terms and conditions of Lease Section 19 provided that terms applicable to a lease, such as "Premises", "Lease", and "Tenant"

will be replaced with terms applicable to a license, such as “License Area”, “License”, and “Licensee”. Further, the Parties agree that Licensee has no obligation under this License to maintain the following coverages for the License Area: (i) Builders Risk Insurance, (ii) Earthquake and Flood Insurance, (iii) Boiler and Machinery Insurance, (iv) Contractor’s Pollution Legal Liability Insurance, (v) Professional Liability, and (vi) Crime policy.

10. NOTICES.

Except as otherwise expressly provided in this License or by Law, all notices (including notice of consent or non-consent) required or permitted by this License or by Law must be in writing and be delivered by: (a) hand delivery; (b) first class United States mail, postage prepaid; or (c) overnight delivery by a nationally recognized courier or the United States Postal Service, delivery charges prepaid. Notices to a party must be delivered to that party’s mailing address in the Basic License Information, unless superseded by a notice of a change in that party’s mailing address for notices, given to the other party in the manner provided above, or by Licensee in Licensee’s written response to Port’s written request for such information.

All notices under this License shall be deemed to be duly delivered: (a) on the date personal delivery actually occurs; (b) if mailed, on the business day following the business day deposited in the United States mail or, if mailed return receipt requested, on the date of delivery or on which delivery is refused as shown on the return receipt; or (c) the business day after the business day deposited for overnight delivery.

Notices may not be given by facsimile or electronic mail, but either party may deliver a courtesy copy of a notice by facsimile or electronic mail.

11. DEFAULT BY LICENSEE; REMEDIES.

11.1. *Event of Default.* The occurrence of any one or more of the following events shall constitute a default by Licensee:

(a) Failure by Licensee to pay when due any Fees and/or all other charges due hereunder; or

(b) Failure to perform any other provisions of this License (including of the Operations Plan), if the failure to perform is not cured within the Cure Period set forth in the Basic License Information after Port has given notice to Licensee; or

(c) An assignment, or attempted assignment, of this License by Licensee except in connection with a Port-approved Transfer as defined by the Lease; or

(d) An Event of Default under the terms of the Lease; or

(e) Either (i) the failure of Licensee to pay its debts as they become due, the written admission of Licensee of its inability to pay its debts, or a general assignment by Licensee for the benefit of creditors; or (ii) the filing by or against Licensee of any action seeking reorganization, arrangement, liquidation, or other relief under any Law relating to bankruptcy, insolvency, or reorganization or seeking the appointment of a trustee, receiver or liquidator of Licensee’s or any substantial part of Licensee’s assets; or (iii) the attachment, execution or other judicial seizure of substantially all of Licensee’s interest in this License.

11.2. *Port’s Remedies.* Upon default by Licensee, Port shall, without further notice or demand of any kind to Licensee or to any other person, and in addition to any other remedy Port may have under this License and at law or in equity, have the ability to immediately terminate this License and Licensee’s right to use the License Area. Upon notice of any such termination, Licensee shall immediately vacate and discontinue its use of the License Area and Port may take any and all action to enforce Licensee’s obligations.

12. INDEMNITY AND EXCULPATION.

12.1. General Indemnity. Licensee shall Indemnify Port, City, including, but not limited to, all of their respective boards, commissions, departments, agencies, and other subdivisions, and their respective Agents (collectively, “**Indemnified Parties**”) from, and shall defend them, without cost to the Indemnified Parties, against any and all Claims arising directly or indirectly out of: (a) any accident, injury to or death of any person, including any Agents and/or Invitees of Licensee, or loss or damage to or destruction of any property occurring in, on or about the License Area, or any other Port property, from Licensee’s or its Agent’s or Invitee’s acts or omissions, or (b) any default by Licensee in the observance or performance of any of the terms, covenants or conditions of this License, or (c) the use, occupancy, manner of use or occupancy, or condition of the License Area or the activities therein by Licensee, its Agents, or Invitees, or (d) any construction or other work undertaken by Licensee on the License Area whether before or during the Term, or (e) any acts, omissions or negligence of Licensee, its Agents or Invitees, in, on or about the License Area, or any other Port property.

12.2. Hazardous Materials Indemnity.

(a) In addition to its obligations under *Section 12.1* and subject to *Section 12.2(b)*, Licensee, for itself and on behalf of its Agents and Invitees, agrees to Indemnify the Indemnified Parties from any and all Hazardous Material Claims that arise as a result of: (i) any Hazardous Material Condition, and (ii) Licensee’s Exacerbation of any Hazardous Material Condition.

(b) Unless Licensee or its Agents or Invitees Exacerbate a Hazardous Material Condition, Licensee’s Indemnity obligations under this License do not include any Hazardous Material Claims that arise as a result of a Hazardous Material Condition: (i) caused solely by City, Port, or their Agents during Licensee’s, its Agent’s or Invitee’s use of the License Area; (ii) arising before the Commencement Date or the date of Licensee’s first use of the License Area under the Prior Licenses, whichever is earlier; (iii) caused by Licensee’s Agent’s acts, omissions or negligence on other Port property (in other words, on Port property other than the License Area), unless such Agent was performing work on Licensee’s behalf or otherwise acting on Licensee’s behalf in furtherance of the Permitted Activities under this License; (iv) caused by Licensee’s Invitee’s acts, omissions or negligence on other Port property (in other words, on Port property other than the License Area); or (v) caused by Licensee’s Invitee’s acts, omissions or negligence at a time that is outside of the Hours of Operation unless there is a causal nexus between such Invitee’s acts, omissions or negligence and the Invitee’s relationship with Licensee.

(c) Licensee’s obligation to Indemnify the Indemnified Parties under subsection (a) includes: (i) costs incurred in connection with any Investigation or Remediation requested by Port or required by any Environmental Regulatory Agency and to restore the affected area to its condition before the Release; (ii) damages for diminution in the value of the License Area; (iii) damages for the loss or restriction on use of rentable or usable space or of any amenity of the License Area; (iv) damages arising from any adverse impact on marketing the space; (v) sums paid in settlement of Claims, Hazardous Material Claims, Environmental Regulatory Actions, including fines and penalties; (vi) natural resource damages; and (vii) attorneys’ fees, consultant fees, expert fees, court costs, and all other litigation, administrative or other judicial or quasi-judicial proceeding expenses. If Port pays any costs within the scope of this section, Licensee must reimburse Port for Port’s costs, plus interest at the Interest Rate from the date Port incurs each cost until paid, within three (3) business days after Port’s payment demand. Licensee’s obligations hereunder shall survive the expiration or earlier termination of this License.

12.3. Scope of Indemnities. The Indemnification obligations of Licensee set forth in this License shall be enforceable regardless of the joint or concurrent, active or passive negligence of the Indemnified Parties, and regardless of whether liability without fault is

imposed or sought to be imposed on the Indemnified Parties. The Indemnification obligations of Licensee set forth in this License shall be enforceable except to the extent that such Indemnity is void or otherwise unenforceable under applicable Law in effect on, or validly retroactive to, the date of this License. Except as specifically provided otherwise, the Indemnification obligations of Licensee set forth in this License shall exclude Claims resulting solely from the willful misconduct or gross negligence of the Indemnified Parties.

In addition to Licensee's obligation to Indemnify the Indemnified Parties, Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the Indemnified Parties from any Claim which actually or potentially falls within the Indemnification obligations of Licensee set forth in this License, even if the allegations are or may be groundless, false or fraudulent. This Indemnification by Licensee shall begin from the first notice that any claim or demand is or may be made and shall continue at all times thereafter.

Port agrees that Licensee's Indemnity for Claims that arise out of any Licensee's Invitee's acts, omissions or negligence on "other Port property" as set forth above in **Section 12.1** applies only if such Claims (i) arise directly or indirectly out of Licensee's Invitee's acts, omissions or negligence, (ii) such act, omission or negligence occurred in, on, under, or about the License Area, and (iii) if such act, omission or negligence occurred outside of the Hours of Operation, there is a causal nexus between such Invitee's acts, omissions or negligence and the Invitee's relationship with Licensee.

Port agrees that Licensee's Indemnity for Claims that arise out of any Licensee's Agent's acts, omissions or negligence on "other Port property" as set forth above in **Section 12.1** applies only if such Claims (i) arise directly or indirectly out of Licensee's Agent's acts, omissions or negligence, and (ii) such act, omission or negligence occurred while such Agent was performing work on Licensee's behalf or otherwise acting on Licensee's behalf in furtherance of the Permitted Activities under this License.

12.4. Exculpation and Waiver. To the fullest extent permitted by Law, Licensee, as a material part of the consideration to be rendered to Port, hereby waives any and all Claims, including without limitation all Claims arising from the joint or concurrent, active or passive, negligence of the Indemnified Parties, but excluding any Claims caused solely by the Indemnified Parties' willful misconduct or gross negligence. The Indemnified Parties shall not be responsible for or liable to Licensee, and Licensee hereby assumes the risk of, and waives and releases the Indemnified Parties from all Claims, whether direct or indirect, known or unknown, foreseen or unforeseen, for any injury, loss or damage to any person or property in or about the License Area by or from any cause whatsoever including, without limitation, (i) any act or omission of persons occupying or using adjoining areas, including without limitation, Port, (ii) theft, (iii) explosion, fire, steam, oil, electricity, water, gas or rain, pollution or contamination, (iv) stopped, leaking or defective Utilities, (v) damages to goods, wares, goodwill, merchandise, equipment or business opportunities, (vi) Claims by persons in, upon or about the License Area, or any other Port property for any cause arising at any time, (viii) alleged facts or circumstances of the process or negotiations leading to this License prior to the Commencement Date, (ix) inability to use all or any portion of the License Area due to sea level rise, and (x) any other acts, omissions or causes to the fullest extent permitted by Law.

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

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

MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR OR RELEASED PARTY.

Licensee's Initials

Licensee's Initials

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

12.5. *Survival.* The provisions of *Section 12* shall survive the expiration or earlier termination of this License.

13. HAZARDOUS MATERIALS.

13.1. *Requirements for Handling.* Neither Licensee nor its Agents or Invitees may Handle or permit any other person to Handle any Hazardous Material in, on, under or about the License Area or any other Port property, subject only to the following exceptions, provided that Handling is at all times in full compliance with all Environmental Laws: janitorial, office and other supplies and equipment in amounts customarily used for the Permitted Activities and subject to the Operations Plan.

13.2. *Licensee Responsibility.*

(a) Generally. Licensee agrees to protect its Agents and Invitees in its operations on the License Area from hazards associated with Hazardous Materials in accordance with all Environmental Laws and also agrees, for itself and on behalf of its Agents and Invitees, that during its use and occupancy of the License Area, each of them:

(i) will not permit any new Hazardous Materials to be present in, on, under or about the License Area, or other Port property except as permitted under *Section 13.1* (Requirements for Handling);

(ii) will not cause or permit any new Hazardous Material Condition;
and

(iii) will comply with all Environmental Laws relating to Licensee's use of the License Area and any Hazardous Material Condition, and will not engage in or permit any activity at the License Area or any other Port property, or in the operation of any vehicles or vessels used in connection with the License Area in violation of any Environmental Laws.

(b) Other Port Property. Port agrees that with respect to "other Port property" only (in other words, on Port property other than the License Area) as such term is used under *Sections 13.1 and 13.2(a)*, (i) without limiting any other agreement Licensee may have with Port, Licensee has no obligations to or for Licensee's Invitees on other Port property, and (ii) Licensee's obligations with respect to Licensee's Agents on other Port property arise only to the extent such Agent is performing work on Licensee's behalf or otherwise acting on Licensee's behalf in furtherance of the Permitted Activities under this License.

13.3. *Licensee's Environmental Condition Notice Requirements.*

(a) Licensee must notify Port immediately, orally or by other means that will transmit the earliest possible notice to Port staff, followed within twenty-four (24) hours by written notice, of and when Licensee learns or has reason to believe Hazardous Materials were Released or, except as allowed under *Section 13.1* (Requirements for Handling), Handled, in, on, or about the License Area, any other Port property, or the environment or from any vehicles or vessels that Licensee, its Agents or Invitees use during Licensee's occupancy of the License

Area, whether or not the Release or Handling is in quantities that would be required under Environmental Laws to be reported to an Environmental Regulatory Agency.

(b) Licensee must notify Port immediately, orally or by other means that will transmit the earliest possible notice to Port staff, followed within twenty-four (24) hours by written notice, and contemporaneously provide Port with an electronic copy, of:

(i) Any notice of the Release or Handling of Hazardous Materials, in, on, or about the License Area, any other Port property, or the environment, or from any vehicles or vessels Licensee or its Agents or Invitees uses during Licensee's occupancy of the License Area that Licensee or its Agents or Invitees provides to an Environmental Regulatory Agency;

(ii) Any notice of a violation, or a potential or alleged violation, of any Environmental Law that Licensee or its Agents or Invitees receives from any Environmental Regulatory Agency related to the License Area;

(iii) Any other Environmental Regulatory Action that is instituted or threatened by any Environmental Regulatory Agency against Licensee or its Agents or Invitees and that relates to the Release or Handling of Hazardous Materials, in, on, or about the License Area, other Port property, or the environment, or from any vehicles or vessels Licensee or its Agents or Invitees use during Licensee's occupancy of the License Area;

(iv) Any Hazardous Materials Claim that is instituted or threatened by any third party against Licensee or its Agents or Invitees and that relates to the Release or Handling of Hazardous Materials, in, on, or about the License Area, other Port property, or the environment, or from any vehicles or vessels that Licensee or its Agents or Invitees use during Licensee's occupancy of the License Area; and

(v) Any notice of the termination, expiration, or substantial amendment of any Environmental Regulatory Approval needed by Licensee or its Agents or Invitees for their operations at the License Area.

(c) Licensee must notify Port of any meeting, whether conducted face-to-face or telephonically, between Licensee and any Environmental Regulatory Agency regarding an Environmental Regulatory Action. Port will be entitled to participate in any such meetings at its sole election.

(d) Licensee must notify Port of any Environmental Regulatory Agency's issuance of an Environmental Regulatory Approval. Licensee's notice to Port must state the issuing entity, the Environmental Regulatory Approval identification number, and the date of issuance and expiration of the Environmental Regulatory Approval. In addition, Licensee must provide Port with a list of any Environmental Regulatory Approval, plan or procedure required to be prepared and/or filed with any Environmental Regulatory Agency for operations on the License Area, including a "Spill Prevention Control and Countermeasure Plan." Licensee must provide Port with copies of any of the documents within the scope of this Section upon Port's request.

(e) Licensee must provide Port with copies of all communications with Environmental Regulatory Agencies and all non-privileged communications with other persons regarding potential or actual Hazardous Materials Claims arising from Licensee's or its Agents' or Invitees' operations at the License Area. Upon Port's request, Licensee must provide Port with a log of all communications withheld under a claim of privilege that specifies the parties to and subject of each withheld communication.

(f) Port may from time to time request, and Licensee will be obligated to provide, information reasonably adequate for Port to determine that any and all Hazardous Materials are being Handled in the License Area in a manner that complies with all Environmental Laws.

13.4. Requirement to Remediate.

(a) Licensee's Remediation obligations under this Subsection (a) are subject to *Sections 13.4(b) and 13.4(c)*.

(i) After notifying Port in accordance with *Section 13.3(a)* (Licensee's Environmental Condition Notice Requirements), Licensee must Remediate at its sole cost in compliance with all Environmental Laws and this License, any Hazardous Material Condition occurring during the Term or while Licensee or its Agents or Invitees otherwise occupy any part of the License Area. Licensee must obtain Port's approval of a Remediation work plan, whether or not required under Environmental Laws, then begin Remediation actions immediately following Port's approval of the work plan and continue diligently until Remediation is complete, as determined by Port, in its sole discretion.

(ii) In addition to its obligations under clause (i), before this License terminates for any reason, Licensee must Remediate at its sole cost in compliance with all Environmental Laws and this License: (A) any Hazardous Material Condition caused by Licensee's or its Agents' or Invitees' Handling Hazardous Materials during the Term; and (B) any Hazardous Material Condition discovered during Licensee's occupancy that is required to be Remediated by any Regulatory Agency if Remediation would not have been required but for Licensee's use of the License Area.

(iii) If Environmental Laws require a Remediation action plan, Licensee must provide a draft of its plan to Port for comment and approval before submittal to the appropriate Environmental Regulatory Agency, and a copy of the final plan as submitted.

(iv) In all situations relating to Handling or Remediating Hazardous Materials, Licensee must take all actions that are reasonably necessary in Port's sole judgment to protect the value of the License Area, such as obtaining Environmental Regulatory Approvals related to Hazardous Materials and taking measures to remedy any deterioration in the condition or diminution of the value of any portion of the License Area in any manner related directly, or indirectly to Hazardous Materials.

(b) Unless Licensee or its Agents or Invitees Exacerbate the Hazardous Material Condition and subject further to *Section 13.4(c)*, Licensee will not be obligated to Remediate any Hazardous Material Condition: (i) caused solely by City, Port, or their Agents during Licensee's occupancy of the License Area; or (ii) arising before the Commencement Date or the date of Licensee's first use of the License Area, whichever is earlier.

(c) Licensee will not be obligated to Remediate any Hazardous Material Condition on other Port property (in other words, on Port property other than the Premises) (i) caused by Licensee's Agent's acts, omissions or negligence on other Port Property, unless at the time such Hazardous Material Condition was caused or Exacerbated, such Agent was performing work directly or indirectly on Licensee's behalf or otherwise acting directly or indirectly on Licensee's behalf in furtherance of the Permitted Activities under this License; or (ii) caused by Licensee's Invitee's acts, omissions or negligence on other Port Property.

13.5. Port's Right to Audit. Port will have the right, but not the obligation, to inspect and audit the License Area for any Hazardous Materials, including the right to Investigate, at reasonable times under *Section 14* (Port's Entry on License Area). Port's failure to inspect or obtain samples or to detect conditions attributable to Licensee's operations if an inspection is conducted may not be deemed to be a release of any liability for any Hazardous Materials subsequently determined to be Licensee's responsibility under this License.

13.6. Storm Water Pollution Prevention.

(a) Licensee must comply with the applicable provisions of the Statewide General Permit for Discharge of Industrial Storm Water issued by the State Water Resources Control Board, including filing a Notice of Intent to be covered, developing and implementing a

site-specific Storm Water Pollution Prevention Plan (“SWPPP”), and conducting storm water monitoring and reporting. If applicable, Licensee’s SWPPP and a copy of a Notice of Intent for Licensee’s License Area must be submitted to Port’s Real Estate Division before beginning operations in the License Area.

(b) In addition to requiring compliance with the permit requirements under Subsection (a), Licensee shall comply with the post-construction stormwater control provisions of the Statewide General Permit for Discharge of Stormwater from Small Municipalities and the San Francisco Stormwater Management Requirements and Design Guidelines, subject to review and permitting by the Port.

13.7. Presence of Hazardous Materials. California Law requires landlords to disclose the presence or potential presence of certain Hazardous Materials. Accordingly, Licensee is hereby advised that Hazardous Materials (as herein defined) may be present on or near the License Area, including, but not limited to vehicle fluids, janitorial products, tobacco smoke, and building materials containing chemicals, such as asbestos, naturally-occurring radionuclides, lead and formaldehyde. Further, the Hazardous Materials described in the reports listed in *Schedule 4* attached to the Lease, copies of which have been delivered to or made available to Licensee, are known to be present at or near the License Area. By execution of this License, Licensee acknowledges that the notice set forth in this Section satisfies the requirements of California Health and Safety Code Section 25359.7 and related Laws. Licensee must disclose the information contained in this Section to any sublicensee, licensee, transferee, or assignee of Licensee’s interest in this License. Licensee also acknowledges its own obligations pursuant to California Health and Safety Code Section 25359.7 as well as the penalties that apply for failure to meet such obligations.

13.8. Survival. Licensee’s obligations under this *Section 13* (Hazardous Materials) shall survive the expiration or earlier termination of this License.

14. PORT’S ENTRY ON LICENSE AREA.

14.1. Entry for Inspection. Port and its authorized Agents shall have the right to enter the License Area without notice at any time for the purpose of inspecting the License Area to determine whether the License Area is in good condition and whether Licensee is complying with its obligations under this License; to perform any necessary maintenance, repairs or restoration to the License Area; and to show the License Area to prospective licensees, tenants or other interested parties.

14.2. Emergency Entry. Port may enter the License Area at any time, without notice, in the event of an emergency. Port shall have the right to use any and all means that Port may deem proper in such an emergency in order to obtain entry to the License Area. Entry to the License Area by any of these means, or otherwise, shall not under any circumstances be construed or deemed to be a breach of Licensee’s rights under this License.

14.3. No Liability. Port shall not be liable in any manner, and Licensee hereby waives any Claims for damages, for any inconvenience, disturbance, loss of business, nuisance, or other damage, including without limitation any abatement or reduction in Fees due hereunder, arising out of Port’s entry onto the License Area, or entry by the public (as Licensee has a non-exclusive right to use such License Area) onto the License Area.

15. SURRENDER.

Upon the expiration or earlier termination of this License, Licensee shall surrender to Port the License Area and any pre-existing alterations and improvements without damage or deterioration caused by Licensee’s Permitted Activities or failure to perform all of its obligations under this License. The License Area shall be surrendered clean, free of debris, waste, and with respect to Hazardous Materials, in accordance with Licensee’s obligations under *Section 13*. On or before the expiration or earlier termination hereof, Licensee shall remove all of its personal

property and, unless Port directs otherwise, any alterations and improvements that Licensee has installed with Port's consent, and perform all restoration made necessary by the removal of Licensee's personal property.

Without any prior notice, Port may elect to retain or dispose of Licensee's personal property and any alterations and improvements that Licensee has installed with or without Port's consent that Licensee does not remove from the License Area prior to the expiration or earlier termination of this License. These items shall be deemed abandoned. Port may retain, store, remove, and sell or otherwise dispose of abandoned property, and Licensee waives all Claims against Port for any damages resulting from Port's retention, removal and disposition of such property; provided, however, that Licensee shall be liable to Port for all costs incurred in storing, removing and disposing of abandoned property and repairing any damage to the License Area resulting from such removal. Licensee agrees that Port may elect to sell abandoned property and offset against the sales proceeds Port's storage, removal, and disposition costs without notice to Licensee. Licensee hereby waives the benefits of California Civil Code Section 1993 et seq., to the extent applicable.

If Licensee fails to surrender the License Area as required by this Section, Licensee shall Indemnify Port from all damages resulting from Licensee's failure to surrender the License Area, including, but not limited to, any costs of Port to enforce this Section and Claims made by a succeeding licensee or tenant resulting from Licensee's failure to surrender the License Area as required together with, in each instance, reasonable attorneys' fees and costs.

Licensee's obligation under this Section shall survive the expiration or earlier termination of this License.

16. ATTORNEYS' FEES; LIMITATIONS ON DAMAGES.

16.1. *Litigation Expenses.* The prevailing party in any action or proceeding (including any cross complaint, counterclaim or bankruptcy proceeding) against the other party by reason of a claimed default, or otherwise arising out of a party's performance or alleged non-performance under this License, shall be entitled to recover from the other party its costs and expenses of suit, including but not limited to, reasonable attorneys' fees, which fees shall be payable whether or not such action is prosecuted to judgment. "**Prevailing party**" within the meaning of this Section shall include, without limitation, a party who substantially obtains or defeats, as the case may be, the relief sought in the action, whether by compromise, settlement, judgment or the abandonment by the other party of its claim or defense. Attorneys' fees under this Section shall include attorneys' fees and all other reasonable costs and expenses incurred in connection with any appeal.

16.2. *City Attorney.* For purposes of this License, reasonable fees of attorneys of the City's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with an equivalent number of years of professional experience (calculated by reference to earliest year of admission to the bar of any state) who practice in San Francisco in Law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

16.3. *Limitation on Damages.* Licensee agrees that Licensee will have no recourse with respect to, and Port shall not be liable for, any obligation of Port under this License, or for any Claim based upon this License, except to the extent of the fair market value of Port's fee interest in the License Area (as encumbered by this License). Licensee's execution and delivery hereof and as part of the consideration for Port's obligations hereunder Licensee expressly waives all such liability.

16.4. *Non-Liability of City Officials, Employees and Agents.* No elective or appointive board, commission, member, officer, employee or other Agent of City and/or Port shall be personally liable to Licensee, its successors and assigns, in the event of any default or breach by City and/or Port or for any amount which may become due to Licensee, its successors

and assigns, or for any obligation of City and/or Port under this License. Under no circumstances shall Port, City, or their respective Agents be liable under any circumstances for any consequential, incidental or punitive damages.

16.5. *Limitation on Port's Liability Upon Transfer.* In the event of any transfer of Port's interest in and to the License Area, Port (and in case of any subsequent transfers, the then transferor), subject to the provisions hereof, will be automatically relieved from and after the date of such transfer of all liability with regard to the performance of any covenants or obligations contained in this License thereafter to be performed on the part of Port, but not from liability incurred by Port (or such transferor, as the case may be) on account of covenants or obligations to be performed by Port (or such transferor, as the case may be) hereunder before the date of such transfer.

17. MINERAL RESERVATION.

The State of California ("State"), pursuant to Section 2 of Chapter 1333 of the Statutes of 1968, as amended, has reserved all subsurface mineral deposits, including oil and gas deposits, on or underlying the License Area and Licensee acknowledges such reserved rights including necessary ingress and egress rights. In no event shall Port be liable to Licensee for any Claims arising from the State's exercise of its rights nor shall such action entitle Licensee to any abatement or diminution of Fees or otherwise relieve Licensee from any of its obligations under this License.

18. CITY AND PORT REQUIREMENTS.

The provisions of Lease Section 35 (City and Port Requirements) are incorporated by reference as though fully set forth in this License. Licensee understands and agrees that its failure to comply with any applicable provision of the listed requirements shall be deemed a material breach of this License and may give rise to penalties under the applicable ordinance.

19. MISCELLANEOUS PROVISIONS.

19.1. *California Law; Venue.* This License is governed by, and shall be construed and interpreted in accordance with, the Laws of the State of California and City's Charter. Any legal suit, action, or proceeding arising out of or relating to this License 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 License has been brought in an inconvenient forum. The parties also unconditionally and irrevocably waive any right to remove any such suit, action, or proceeding to federal Court.

19.2. *Entire Agreement.* This License contains all of the representations and the entire agreement between the parties with respect to the subject matter of this License. Any prior correspondence, memoranda, agreements, warranties, or representations, whether written or oral, relating to such subject matter are superseded in total by this License. No prior drafts of this License or changes from those drafts to the executed version of this License shall be introduced as evidence in any litigation or other dispute resolution proceeding by any party or other person, and no court or other body should consider those drafts in interpreting this License.

19.3. *Amendments.* No amendment of this License or any part thereof shall be valid unless it is in writing and signed by all of the parties hereto.

19.4. *Severability.* If any provision of this License or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such provision to persons, entities or circumstances other than those as to which is invalid or unenforceable, shall not be affected thereby, and each other provision of this License shall be valid and be enforceable to the fullest extent permitted by Law.

19.5. Interpretation of License.

(a) References in this License to Licensee's acts or omissions will mean acts or omissions by Licensee and its Agents and Invitees unless the context requires or specifically stated otherwise.

(b) Whenever an exhibit or schedule is referenced, it means an attachment to this License unless otherwise specifically identified. All exhibits and schedules are incorporated in this License by reference.

(c) Whenever a section, article or paragraph is referenced, it refers to this License unless otherwise specifically provided. The captions preceding the articles and sections of this License and in the table of contents have been inserted for convenience of reference only and must be disregarded in the construction and interpretation of this License. Wherever reference is made to any provision, term, or matter "in this License," "herein" or "hereof" or words of similar import, the reference will be deemed to refer to any reasonably related provisions of this License in the context of the reference, unless the reference refers solely to a specific numbered or lettered article, section, subdivision, or paragraph of this License.

(d) References to all Laws, including specific statutes, relating to the rights and obligations of either party mean the Laws in effect on the effective date of this License and as they are amended, replaced, supplemented, clarified, corrected, or superseded at any time during the Term or while any obligations under this License are outstanding, whether or not foreseen or contemplated by the parties. References to specific code sections mean San Francisco ordinances unless otherwise specified.

(e) The terms "include," "included," "including" and "such as" or words of similar import when following any general term, statement, or matter may not be construed to limit the term, statement, or matter to the specific items or matters, whether or not language of non-limitation is used, but will be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of the term, statement, or matter, and will be deemed to be followed by the phrase "without limitation" or "but not limited to."

(f) This License has been negotiated at arm's length between persons sophisticated and knowledgeable in the matters addressed. In addition, each party has been represented by experienced and knowledgeable legal counsel, or has had the opportunity to consult with counsel. Accordingly, the provisions of this License must be construed as a whole according to their common meaning in order to achieve the intents and purposes of the parties, without any presumption (including a presumption under California Civil Code § 1654) against the party responsible for drafting any part of this License.

(g) The party on which any obligation is imposed in this License will be solely responsible for paying all costs and expenses incurred in performing the obligation, unless the provision imposing the obligation specifically provides otherwise.

(h) Whenever required by the context, the singular includes the plural and vice versa, the masculine gender includes the feminine or neuter genders and vice versa, and defined terms encompass all correlating forms of the terms (e.g., the definition of "waive" applies to "waiver," "waivers," "waived," "waiving," etc.).

(i) References to days mean calendar days unless otherwise specified, provided that if the last day on which a party must give notice, respond to a notice, or take any other action under this License occurs on a day that is not a business day, the date by which the act must be performed will be extended to the next business day.

19.6. Successors. The terms, covenants, agreements and conditions set forth in this License shall bind and inure to the benefit of Port and Licensee and, except as otherwise provided herein, their personal representatives and successors and assigns.

19.7. Real Estate Broker's Fees. Port will not pay, nor will Port be liable or responsible for, any finder's or broker's fee in connection with this License. Licensee agrees to Indemnify Port from any Claims, including attorneys' fees, incurred by Port in connection with any such Claim or Claims of any person(s), finder(s), or broker(s) to a commission in connection with this License.

19.8. Counterparts. For convenience, the signatures of the parties to this License may be executed and acknowledged on separate pages which, when attached to this License, shall constitute as one complete License. This License may be executed in any number of counterparts each of which shall be deemed to be an original and all of which shall constitute one and the same License.

19.9. Authority. If Licensee signs as a corporation or a partnership, each of the persons executing this License on behalf of Licensee does hereby covenant and warrant that Licensee is at the time of execution and at all times while this License is in effect during the Term will continue to be: (1) a duly authorized and existing entity, (2) that Licensee has and is qualified to do business in California, and that Licensee has full right and authority to enter into this License, and that each and all of the persons signing on behalf of Licensee are authorized to do so. Upon Port's request, Licensee shall remain qualified to do business in California and shall provide Port with evidence reasonably satisfactory to Port confirming the foregoing representations and warranties, and covenants.

19.10. No Implied Waiver. No failure by Port to insist upon the strict performance of any obligation of Licensee under this License or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, and no acceptance of full or partial Fees during the continuance of any such breach shall constitute a waiver of such breach or of Port's rights to demand strict compliance with such term, covenant or condition. Port's consent to or approval of any act by Licensee requiring Port's consent or approval shall not be deemed to waive or render unnecessary Port's consent to or approval of any subsequent act by Licensee. Any waiver by Port of any default must be in writing and shall not be a waiver of any other default (including any future default) concerning the same or any other provision of this License.

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

19.12. Cumulative Remedies. All rights and remedies of either party hereto set forth in this License shall be cumulative, except as may otherwise be provided herein.

19.13. Survival of Indemnities. Termination or expiration of this License shall not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this License, the ability to collect any sums due, nor shall it affect any provision of this License that expressly states it shall survive termination or expiration hereof.

19.14. Relationship of the Parties. Port is not, and none of the provisions in this License shall be deemed to render Port, a partner in Licensee's business, or joint venturer or member in any joint enterprise with Licensee. Neither party shall act as the agent of the other party in any respect hereunder. This License is not intended nor shall it be construed to create any third party beneficiary rights in any third party, unless otherwise expressly provided.

19.15. No Recording. Licensee shall not record this License or any memorandum hereof in the Official Records of the City and County of San Francisco.

19.16. Additional Written Agreement Required. Licensee expressly agrees and acknowledges that no officer, director, or employee of Port or City is authorized to offer or promise, nor is Port or the City required to honor, any offered or promised rent credit, concession, abatement, or any other form of monetary consideration (individually and

collectively, “Concession”) without a written agreement executed by the Executive Director of Port or his or her designee authorizing such Concession and, if applicable, certification of the Concession from the City’s Controller.

20. DEFINITIONS.

For purposes of this License, the following terms have the meanings ascribed to them in this Section or elsewhere in this License as indicated:

“**Agents**” when used with reference to either party to this License or any other person, means the officers, directors, commissioners, employees, agents, and contractors of the party or other person, and their respective heirs, legal representatives, successors, and assigns.

“**Basic License Information**” refers to the summary of basic license information attached to this License.

“**City**” is defined in Section 1.

“**Claim**” means all liabilities, injuries, losses, costs, claims, demands, rights, causes of action, judgments, settlements, damages, liens, fines, penalties and expenses, including without limitation, direct and vicarious liability of any kind for money damages, compensation, penalties, liens, fines, interest, attorneys’ fees, costs, equitable relief, mandamus relief, specific performance, or any other relief.

“**Cure Period**” means the period of time described in the Basic License Information.

“**Environmental Laws**” means any Laws relating to Hazardous Material (including its Handling, Release, or Remediation) or to human health and safety, industrial hygiene, or environmental conditions in the environment, including structures, soil, air, bay water, and groundwater, and any environmental mitigation measure adopted under Environmental Law affecting any portion of the License Area. Environmental Laws include the Risk Management Plan for Pier 70 (Treadwell & Rollo, 7/25/13) as amended and as interpreted by Regulatory Agencies with jurisdiction (“**RMP**”).

“**Environmental Regulatory Action**” when used with respect to Hazardous Materials means any inquiry, investigation, enforcement, Remediation, agreement, order, consent decree, compromise, or other action that is threatened, instituted, filed, or completed by an Environmental Regulatory Agency in relation to a Release of Hazardous Materials, including both administrative and judicial proceedings.

“**Environmental Regulatory Agency**” means the United States Environmental Protection Agency, OSHA, any California Environmental Protection Agency board, department, or office, including the Department of Toxic Substances Control and the San Francisco Bay Regional Water Quality Control Board, Cal OSHA, the Bay Area Air Quality Management District, the San Francisco Department of Public Health, the San Francisco Fire Department, Port, or any other Regulatory Agency now or later authorized to regulate Hazardous Materials.

“**Environmental Regulatory Approval**” means any approval, license, registration, permit, or other authorization required or issued by any Environmental Regulatory Agency, including any hazardous waste generator identification numbers relating to operations on the License Area and any closure permit.

“**Exacerbate**” or “**Exacerbating**” when used with respect to Hazardous Materials means any act or omission that increases the quantity or concentration of Hazardous Materials in the affected area, causes the increased migration of a plume of Hazardous Materials in soil, groundwater, or bay water, causes a Release of Hazardous Materials that had been contained until the act or omission, or otherwise requires Investigation or Remediation that would not have been required but for the act or omission. Exacerbate also includes the disturbance, removal or generation of Hazardous Materials in the course of Licensee’s operations, Investigations,

maintenance, repair, Improvements and Alterations under this License. “Exacerbation” has a correlating meaning.

“**Handle**” or “**Handling**” means to use, generate, process, manufacture, produce, package, treat, transport, store, emit, discharge, or dispose of a Hazardous Material.

“**Hazardous Material**” means any substance, waste, or material that is now or in the future designated by any Regulatory Agency to be capable of posing a present or potential risk of injury to human health or safety, the environment, or property. This definition includes anything designated or defined in any Environmental Law as hazardous, hazardous substance, hazardous waste, toxic, pollutant, or contaminant; any asbestos, ACMs, and PACMs, whether or not part of the structure of any existing Improvements on the License Area, any Improvements to be constructed on the License Area by or on behalf of Licensee, or occurring in nature; and other naturally-occurring substances such as petroleum, including crude oil or any fraction, and natural gas or natural gas liquids.

“**Hazardous Material Claim**” means any Environmental Regulatory Action or any Claim made or threatened by any third party against the Indemnified Parties, or the License Area, relating to damage, contribution, cost recovery compensation, loss or injury resulting from the presence or Release of any Hazardous Material, including, without limitation, Losses based in common law. Hazardous Material Claims include, without limitation, Investigation and Remediation costs, fines, natural resource damages, damages for decrease in value of the License Area or any other Port property, the loss or restriction of the use or any amenity of the License Area or any other Port property, and attorneys’ fees and consultants’ fees and experts’ fees and costs.

“**Hazardous Material Condition**” means the presence, Release, or threatened Release of Hazardous Materials in, on, or about the License Area, any other Port property, or the environment, or from any vehicles or vessels Licensee, or its Agents and Invitees uses during Licensee’s occupancy of the License Area.

“**Indemnified Parties**” is defined in Section 12.1.

“**Indemnify**” means to indemnify, protect, defend, and hold harmless forever. “Indemnification” and “Indemnity” have correlating meanings.

“**Investigate**” or “**Investigation**” when used with reference to Hazardous Materials means any activity undertaken to determine and characterize the nature and extent of Hazardous Materials that have been, are being, or are threatened to be Released in, on, under or about the License Area, any other Port property, or the environment, and includes, without limitation, preparation of site history reports, performing equipment and facility testing such as testing the integrity of secondary containment and above and underground tanks, and sampling and analysis of environmental conditions before, during, and after Remediation begins and continuing until the appropriate Environmental Regulatory Agency has issued a no further action letter, lifted a clean-up order, or taken similar action.

“**Invitees**” means Licensee’s clients, customers, invitees, patrons, guests, members, licensees, permittees, concessionaires, assignees, Sublicensees, and any other person whose rights arise through them.

“**Law**” means any present or future law, statute, ordinance, code, resolution, rule, regulation, judicial decision, requirement, proclamation, order, decree, policy (including the Waterfront Land Use Plan), and Regulatory Approval of any Regulatory Agency with jurisdiction over any portion of the License Area, including Regulatory Approvals issued to Port which require Licensee’s compliance, and any and all recorded and legally valid covenants, conditions, and restrictions affecting any portion of the License Area, whether in effect when this License is executed or at any later time and whether or not within the present contemplation of the parties.

“**Lease**” means that certain Lease No. L- 16997 between Port as landlord and Licensee as tenant.

“**License**” is defined in Section 1.

“**License Area**” means the area described in the Basic License Information.

“**License Commencement Date**” is defined in the Basic License Information.

“**License Effective Date**” is defined in the Basic License Information.

“**License Expiration Date**” is defined in the Basic License Information.

“**Notice to Cease Prohibited Use**” is defined in Section 5.

“**Operations Plan**” is the Operations Plan attached to the Lease as Exhibit G

“**Permitted Activities**” is means the activities described in the Basic License Information.

“**Port**” is defined in Section 1.

“**Port’s Termination Right**” is defined in Section 3.

“**prevailing party**” is defined in Section 16.1.

“**Prohibited Use**” is defined in Section 5.

“**Regulatory Agency**” means the municipal, county, regional, state, or federal government and their bureaus, agencies, departments, divisions, courts, commissions, boards, officers, commissioners, or other officials, including the Bay Conservation and Development Commission, any Environmental Regulatory Agency, the City and County of San Francisco (in its regulatory capacity), Port (in its regulatory capacity), Port’s Chief Harbor Engineer, the Dredged Material Management Office, the State Lands Commission, the Army Corps of Engineers, the United States Department of Labor, the United States Department of Transportation, or any other governmental agency now or later having jurisdiction over Port property.

“**Regulatory Approval**” means any authorization, approval, license, registration, or permit required or issued by any Regulatory Agency.

“**Release**” when used with respect to Hazardous Materials means any actual or imminent spilling, introduction, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the License Area, other Port property, or the environment.

“**Remediate**” or “**Remediation**” when used with respect to Hazardous Materials means to clean up, abate, contain, treat, stabilize, monitor, remediate, remedy, remove, or otherwise control Hazardous Materials, or to restore the affected area to the standard required by the applicable Environmental Regulatory Agency in accordance with applicable Environmental Laws and any additional Port requirements. “**Remediation**” also includes the creation of a remedial work plan to be approved by the appropriate Environmental Regulatory Agency when required.

“**Special Event**” means the following types of activities of Licensee in the Park: conferences and meetings, temporary exhibitions, concerts, musical and theatrical performances and other forms of live entertainment, public ceremonies, shows, fundraising events or other temporary public or private events or exhibitions and activities related thereto.

“**SWPPP**” is defined in Section 13.6.

“**Term**” is defined in the Basic License Information.

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IN WITNESS WHEREOF, PORT and LICENSEE execute this License as of the last date set forth below.

PORT: **CITY AND COUNTY OF SAN FRANCISCO,**
a municipal corporation, operating by and through the
SAN FRANCISCO PORT COMMISSION

By: _____

Deputy Director, Real Estate and Development

Date Signed: _____

LICENSEE: **YOUNG MEN’S CHRISTIAN ASSOCIATION OF SAN**
FRANCISCO, a California Nonprofit Public Benefit
Corporation

By: _____

Name: _____

Title: _____

Date Signed: _____

By: _____

Name: _____

Title: _____

Date Signed: _____

APPROVED AS TO FORM:
DAVID CHIU, City Attorney

By: _____

Name: Grace Park
Deputy City Attorney

License Prepared By: James Hurley, Development Project Manager Initials: _____

Port Commission Resolution:

EXHIBIT 1
LICENSE AREA

(To be attached.)

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EXHIBIT 2

LICENSE EFFECTIVE DATE; LICENSE COMMENCEMENT DATE MEMORANDUM

Landlord: **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation,
operating by and through the **SAN FRANCISCO PORT
COMMISSION**

Licensee:

License Number:

License Date:

License Area: [_____, Suite ____]
San Francisco, California

The Effective Date of the License is _____, 2023. The Commencement Date of the License is hereby established as _____, 20__

PORT: **CITY AND COUNTY OF SAN FRANCISCO**,
a municipal corporation, operating by and through the
SAN FRANCISCO PORT COMMISSION

By: _____
Rebecca Benassini
Deputy Director, Real Estate and Development

Date Signed: _____

LICENSEE:

By: _____
Name: _____
Title: _____

Date Signed: _____

EXHIBIT 3
BCDC PERMIT
(To be attached)