ORIGINAL

FIFTH AMENDMENT TO
SUBLEASE AND PROPERTY MANAGEMENT AGREEMENT

THIS FIFTH AMENDMENT TO SUBLEASE (this "Fifth Amendment"), dated for reference purposes only as of May 1, 2019, is by and between the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California public benefit corporation ("Sublandlord"), and The John Stewart Company, a California corporation ("Subtenant").

RECITALS

A. Sublandlord and Subtenant entered into that certain Sublease and Property Management Agreement dated for reference purposes as of July 1, 2014 (the "Original Sublease"), for the management of 556 Housing Units at Former Naval Station Treasure Island, San Francisco, California, as more particularly described in the Original Sublease.

B. Sublandlord and Subtenant entered into that certain First Amendment to Sublease dated for reference purposes as of March 15, 2016 (the "First Amendment") to remove several buildings and include Quarters 7 as a caretakers unit to the Premises, adjust the Subtenant's insurance requirements and increase the Common Area Maintenance Fee.

C. Sublandlord and Subtenant entered into that certain Second Amendment to Sublease dated for reference purposes as of May 1, 2017 (the "Second Amendment") to remove 1205 Bayside Dr. and 1237 Northpoint Dr., Treasure Island, San Francisco, California (the "New Premises") from the Premises, and to increase the Common Area Maintenance Fee and Utility Fee.

D. Sublandlord and Subtenant entered into that certain Third Amendment to Sublease dated for reference purposes as of October 1, 2017 (the "Third Amendment") to adopt the 2017 Rent Schedule, and that certain Fourth Amendment to Sublease dated for reference purposes as of July 1, 2018 (the "Fourth Amendment") to adopt the 2018 Rent Schedule.

E. Sublandlord and Subtenant desire to amend the Original Sublease to remove 1202 Mariner Drive from the Premises, Treasure Island, San Francisco, California from the Premises.

F. The Original Sublease as amended by the First Amendment, Second Amendment Third Amendment, Fourth Amendment and this Fifth Amendment shall collectively be referred to as the "Sublease". All capitalized terms used herein but not otherwise defined shall have the meaning given to them in the Sublease.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the Sublandlord and Subtenant hereby amend the Sublease as follows:

AGREEMENT

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference as if fully set forth herein.

2. **Effective Date.** The effective date of this Fifth Amendment shall be May 1, 2019 (the "Effective Date").

3. **Premises.** As of the Effective Date, 1202 Mariner Drive, Treasure Island, San Francisco, California shall be deleted from the Premises, and Exhibit B shall be deleted and replaced with the attached Exhibit B.

4.. **Counterparts**. This Fifth Amendment may be executed in counterparts with the same force and effect as if the parties had executed one instrument, and each such counterpart shall constitute an original hereof.

5. **Full Force and Effect**. Except as specifically amended herein, the terms and conditions of the Sublease shall remain in full force and effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Sublandlord and Subtenant have executed this Fifth Amendment to Sublease at San Francisco, California, as of the date first above written.

SUBLANDLORD:

TREASURE ISLAND DEVELOPMENT AUTHORITY

By: _____ Richard A. Rovetti
Robert P. Beck For Robert P. Beck
Treasure Island Director

SUBTENANT:

The John Stewart Company, Inc.
a California corporation

By: _____

Its: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Deputy City Attorney

Amendment Prepared By: Richard A. Rovetti, Deputy Director of Real Estate _____ (initial)

IN WITNESS WHEREOF, Sublandlord and Subtenant have executed this Fifth Amendment to Sublease at San Francisco, California, as of the date first above written.

SUBLANDLORD:

TREASURE ISLAND DEVELOPMENT AUTHORITY

By: _____
Robert P. Beck
Treasure Island Director

SUBTENANT:

The John Stewart Company, Inc.
a California corporation

By: _____

Its: President + CEO

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

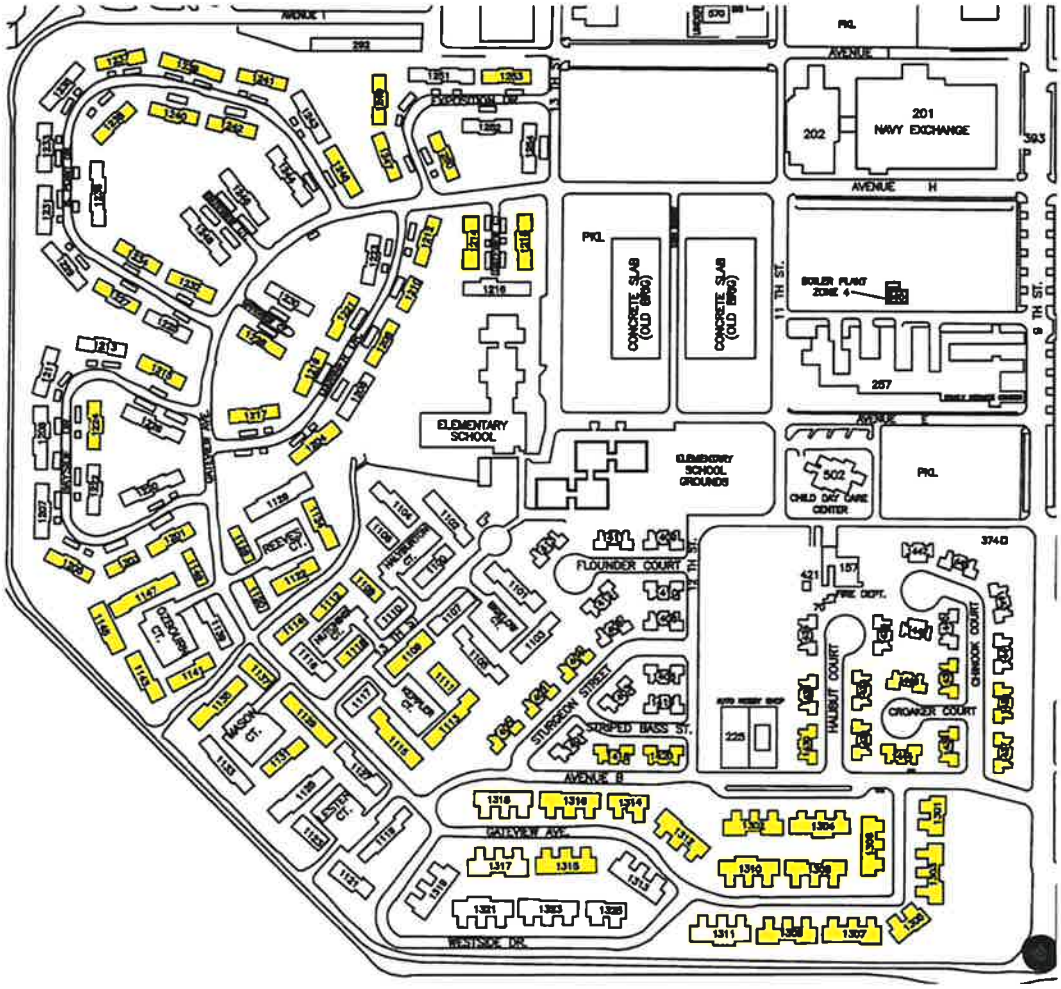
By: _____
Deputy City Attorney

Amendment Prepared By: Richard A. Rovetti, Deputy Director of Real Estate _____
(initial)

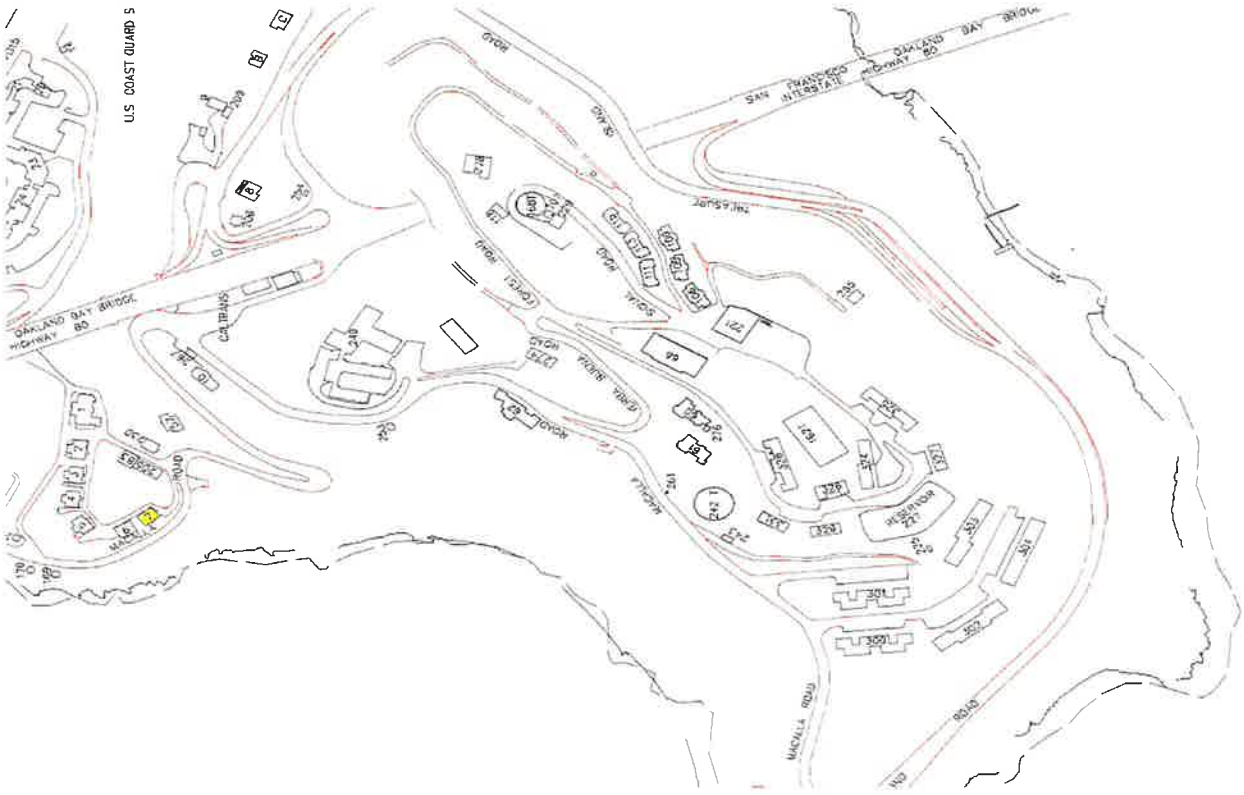
SUBLEASE AND PROPERTY MANAGEMENT AGREEMENT

EXHIBIT B

Treasure Island (Market-Rate Housing)



SUBLEASE AND PROPERTY MANAGEMENT AGREEMENT

EXHIBIT B

Yerba Buena Island (Market-Rate Housing)
(Quarters 7, 70 Garden Way, Yerba Buena Island)