

## **SUBLEASE AGREEMENT**

This SUBLEASE AGREEMENT (this "Sublease"), dated for reference purposes as of April 1, 2014, is by and between SAN FRANCISCO CHILD ABUSE PREVENTION CENTER, a California nonprofit corporation ("Sublessor") and THE CITY AND COUNTY OF SAN FRANCISCO ("Sublessee" or "City"), a municipal corporation.

### **RECITALS**

A. 1238 Sutter Street, LLC, a California limited liability company ("Master Lessor") owns that certain real property located at 3450 Third Street, San Francisco, California further described as Block 5211, Lot 032 and Lot 033 (the "Property").

B. Sublessor leases the Property (the "Premises") pursuant to that certain Standard Multi-Tenant Office Lease - Gross, dated as of September 1, 2011, by and between and Sublessor and Master Lessor (the "Original Lease"), as amended by that certain First Amendment to Lease dated as of October 19, 2011, that certain Second Amendment to Lease dated as of December 13, 2012, that certain Third Amendment to Lease dated as of February 28, 2013, that certain Fourth Amendment to Lease dated as of March 27, 2013, and that certain Fifth Amendment to Lease dated as of September 7, 2013 (as amended, the "Master Lease"). The Premises are described in the Master Lease and comprised of approximately 26,094 square feet.

C. The Master Lease granted Sublessor an expansion option with respect to a portion of the Property that was not originally part of the Premises, which expansion option Sublessor exercised on October 26, 2012. The Master Lease grants Sublessor associated parking and other rights in the Property.

D. Sublessor has divided the Premises into the "Building Amenity Area", the "Building Service Area", the "Parking Areas" (collectively the "Non-Exclusive Areas"), the "Occupant Storage", the "Reserved Premises", the "Subleased Premises", the "CYW Partner Premises," and the "CPMC Partner Premises," all as shown on Exhibit A attached hereto and incorporated herein by this reference.

E. Sublessee desires to exclusively sublease from Sublessor the Subleased Premises, which is comprised of approximately 6,024 square feet, and the non-exclusive license to use the Non-Exclusive Areas. Sublessor has agreed to sublease the Subleased Premises to Sublessee and to grant such license to the Non-Exclusive Areas upon the terms, covenants and conditions herein set forth.

In consideration of the mutual covenants contained herein, and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

### **AGREEMENT**

#### **1. Sublease; License.**

1.1. Sublessor hereby subleases and demises to Sublessee and Sublessee hereby hires and takes from Sublessor the Subleased Premises subject to the terms, conditions and covenants contained in this Sublease. Sublessor shall deliver the Subleased Premises to Sublessee in a

broom clean and good condition on the Effective Date. The acceptance of possession of the Subleased Premises by Sublessee shall be conclusive evidence as against Sublessee that, at the time such possession was so taken, the Subleased Premises were in a broom clean and good condition.

1.2. Sublessor hereby grants Sublessee a non-exclusive license to use Amenity Area and Building Service Area during the term of this Sublease subject to the terms, conditions and covenants contained in this Sublease. The Building Amenity Area will be used exclusively at different times in connection with the Agreed Use (as defined in the Master Lease) by (i) Sublessor, (ii) the Center for Youth Wellness, (iii) Sutter Pacific Medical Foundation, (iv) Sublessee, and (v) each of their successors and assigns (each, a "Participating Party" and collectively, the "Participating Parties"). The Building Service Area is comprised of the common area space within the Property that is used non-exclusively by the Participating Parties (e.g. hallways, bathrooms, lobbies).

## 2. Term.

2.1. The term of this Sublease (the "Sublease Term") shall commence on April 1, 2014 (the "Commencement Date"). Subject to the provisions of this Sublease, the Sublease Term shall expire at 11:59 p.m. San Francisco time on March 26, 2023 unless the Master Lease is earlier terminated by either Master Lessor or Sublessor or earlier expires pursuant to the terms of the Master Lease, in which case the Sublease Term shall expire on such earlier date (the "Sublease Expiration Date"). In no event shall the Sublease Expiration Date exceed the date on which the Master Lease expires or earlier terminates. Sublessor represents and covenants that it timely exercised its right to extend the term of the Master Lease pursuant to the terms of the Master Lease and the current term of the Master Lease expires on March 26, 2023 (the "Master Lease Expiration Date").

2.2. Sublessee acknowledges that Sublessor has certain rights under the Master Lease to terminate the Master Lease prior to the Master Lease Expiration Date (each, an "Early Termination Right"). Sublessor agrees that it shall not exercise any Early Termination Right without delivering written notice of such exercise to Sublessee at the same time such notice is delivered by Sublessor to Master Lessor. Sublessee acknowledges in the event Sublessor exercises the Early Termination Right under the Master Lease, this Sublease shall terminate coterminous with the termination of the Master Lease. Subject to Section 2.4 of this Sublease, Sublessor agrees that it shall be solely responsible for paying any termination fees that Sublessor may owe to Master Lessor for exercising an Early Termination Right, and Sublessee shall have no obligation to reimburse Sublessor for any such fees.

2.3. Sublessee acknowledges that Sublessor has the right under the Master Lease to purchase the Premises at any time during the term of the Master Lease. In the event that Sublessor purchases the Premises during the term of this Sublease, this Sublease shall remain in effect, and, at Sublessor's option, Sublessee shall enter into a new lease with Sublessor on the same terms and conditions as this Sublease.

2.4. Sublessee's Early Termination Option. Sublessee may terminate this Sublease (the "Sublessee's Early Termination Option") at any time on or after March 26, 2018, by delivering (i) no less than one (1) year's prior written notice to Sublessor (the "Termination Notice") of its exercise of Sublessee's Early Termination Option and (ii) a resolution from Sublessee's Mayor and Board of Supervisors ratifying the delivery of the Termination Notice within ninety (90) days of Sublessee's delivery of the Termination Notice. If Sublessee delivers a Termination Notice, but does not deliver such resolution within such ninety (90) day period, such Termination Notice shall automatically be nullified. If Sublessee exercises the Sublessee's Early Termination Option, Sublessee shall pay the Termination Fee (defined as follows) on or before the Sublease termination date specified in the Termination Notice (the "Specified Termination Date"). If the

Specified Termination Date is March 26, 2018 (the "Initial Eligible Termination Date"), the "Termination Fee" shall be \$632,513.33 (the "Full Termination Amount"). If the Specified Termination Date is after the Initial Eligible Termination Date, the "Termination Fee" shall be reduced by (i) the number of days by which the Specified Termination Date exceeds the Initial Eligible Termination Date multiplied by (ii) 346.5826301. By way of example, if the Specified Termination Date is March 31, 2019, the "Termination Fee" shall be \$504,277.76. Sublessor acknowledges that the Sublessee's Early Termination Option is in addition to City's termination rights under Section 33.3 below, and notwithstanding City's obligation to pay the Termination Fee for exercising the Sublessee's Early Termination Option pursuant to this Section, City shall have no obligation to pay the Termination Fee, or any other fee or compensation to Sublessor if City terminates this Sublease pursuant to Section 33.3 below.

2.5. Sublessor represents that, as of the date first written above, to Sublessor's knowledge, the Master Lease is in full force and effect and neither Sublessor nor Master Lessor is in default thereunder.

### 3. Rent.

3.1. Fixed Monthly Rent. Sublessee shall pay rent during the Sublease Term to Sublessor in the monthly amount of \$22,113.10, which amount shall increase by three percent (3%) on each anniversary of the Commencement Date during the Sublease Term (as adjusted, "Fixed Monthly Rent"). Commencing on the first day of the month immediately following the Effective Date, the Fixed Monthly Rent shall be payable on or before the first day of each month, in advance, at the address specified in Section 3.10 below. If the expiration of the Sublease Term occurs on a day other than the last day of a calendar month, then the monthly payment of the Fixed Monthly Rent for such fractional month shall be prorated based on a thirty (30)-day month.

3.2. Additional Charges. Sublessee shall pay to Sublessor any charges or other amounts required under this Sublease as additional rent ("Additional Charges"), including any charges for Operating Costs as provided for hereinbelow. All such Additional Charges shall be payable to Sublessor at the place where the Fixed Monthly is payable. Sublessor shall have the same remedies for a default in the payment of any Additional Charges as for a default in the payment of Fixed Monthly Rent. The Fixed Monthly Rent and Additional Charges are sometimes collectively referred to below as "Rent."

3.3. Definitions. For purposes hereof, the following terms shall have the meanings hereinafter set forth:

(a) "Base Year" means the period between January 1, 2014, and December 31, 2014.

(b) "City's Percentage Share" means the 64.2%.

(c) "Expense Year" means each calendar year commencing January 1st of each year during the Sublease Term, including any partial year in which this Sublease commences; provided that Sublessor, upon advance written notice to Sublessee, may change the Expense Year to any other twelve (12) consecutive month period and, in the event of any such change, City's Percentage Share of Operating Costs shall be equitably adjusted for the Expense Years involved in any such change. Expense Year shall not include the Base Year.

(d) "Operating Costs" means the total reasonable and prudent costs and expenses actually paid or incurred by Sublessor in connection with the management, operation, maintenance and repair of the Premises in performing its obligations under the Master Lease or this Sublease, including, but not limited to: (1) the cost of air conditioning, electricity, steam, water, heating, mechanical, telephone, ventilating, escalator and elevator systems and all other

utilities and refuse and recycling services, (2) the cost of repairs and all labor and material costs related thereto, and the cost of general maintenance, cleaning and service contracts and the cost of all supplies, tools and equipment required in connection therewith, (3) the cost incurred by Sublessor for all insurance required to be carried on the Building or the use or occupancy thereof, (4) wages, salaries, payroll taxes and other labor costs and employee benefits relating to employees of Sublessor or its Agents (as defined in Section 10 below) engaged in the operation, repair, or maintenance of the Premises, allocated in proportion to the percentage of such person's working time actually spent working in connection with the Premises, (5) reasonable management fees, (6) fees, charges and other costs of all independent contractors engaged by Sublessor, allocated in proportion to the percentage of such person's working time actually spent working in connection with the Premises, (7) homeowner association fees for the Premises, (8) the cost of security services and alarm systems reasonably required for the Premises, (9) Real Estate Taxes, and (10) any other expenses reasonably incurred in connection with the management, operation, maintenance or repair of the Premises (other than any services for which Sublessor is separately and directly reimbursed by Sublessee or other subtenants in the Premises) which would, under generally accepted accounting principles, be considered an operating expense. The computation of Operating Costs shall be made in accordance with generally accepted accounting principles. Notwithstanding the foregoing, "Operating Costs" shall exclude the items described on the attached Exhibit B. The budget for Operating Costs for Base Year is attached hereto as Exhibit E. Notwithstanding anything to the contrary in this Sublease, "Operating Costs" shall include the items described on Exhibit E.

(e) "Real Estate Taxes" means all taxes, assessments and charges levied upon or with respect to the Premises that Sublessor is required to pay under the Master Lease or Sublessor's interest in the Premises. Real Estate Taxes shall include, without limitation, all general real property taxes and general and special assessments, charges, fees, or assessments for transit, housing, police, fire, or other governmental services thereof, service payments in lieu of taxes that are now or hereafter levied or assessed against Sublessor by the United States of America, the State of California or any political subdivision thereof, public corporation, district, or any other political or public entity, and shall also include any other tax, fee or other excise, however described, that may be levied or assessed as a substitute for, or as an addition to, in whole or in part, any other Real Estate Taxes. Notwithstanding the foregoing, Real Estate Taxes shall exclude (1) franchise, transfer, inheritance, gross receipts, or capital stock taxes or income taxes of Sublessor from all sources unless, due to a change in the method of taxation, any of such taxes is levied or assessed against Sublessor as a substitute for, or as an addition to, in whole or in part, any other tax that would otherwise constitute a Real Estate Tax, (2) any penalties, fines, interest or charges attributable to the late payment of any taxes, except to the extent attributable to Sublessee's failure to pay its portion of Real Estate Taxes hereunder, (3) any personal property taxes payable by Sublessee hereunder or by any other tenant or occupant of the Premises, or (4) any increase in Real Estate Taxes due to any reassessment upon a transfer of any of Sublessor's interest in the Premises or Sublessor's interest in the real property on which the Premises is located provided that any increase in Real Estate Taxes due to any reassessment upon a transfer of Master Lessor's interest in the real property on which the Premises is located shall not be excluded from Real Estate Taxes.

3.4. Payment of Percentage Share of Operating Costs. During the Sublease Term, commencing after the end of the Base Year, Sublessee shall pay to Sublessor each month, as Additional Charges, one twelfth (1/12) of City's Percentage Share of the amount, if any, by which Operating Costs for each Expense Year exceed the Operating Costs for the Base Year. On or before each December 1 of the Sublease Term, Sublessor shall deliver to Sublessee a written estimate, with reasonable details, of any anticipated increases of Operating Costs for the following Expense Year over Operating Costs for the Base Year. Sublessee shall make such payments, in advance, in an amount estimated by Sublessor in such written estimate delivered to Sublessee. Sublessor may revise such estimates of Operating Costs from time to time and Sublessee shall thereafter make payments on the basis of such revised estimates, provided that no

such revisions shall be retroactive and Sublessor may not make any such revisions more than twice in any given Expense Year and no such revision may be made any earlier than four (4) months subsequent to the prior estimate for such Expense Year. With reasonable promptness not to exceed ninety (90) days after the expiration of each Expense Year, Sublessor shall furnish Sublessee with a statement (herein called the "Expense Statement"), prepared by a qualified professional (who, for purposes of clarity, need not be an independent certified public accountant) in accordance with generally accepted accounting procedures ("GAAP"), setting forth in reasonable detail the Operating Costs for such Expense Year and City's Percentage Share thereof. If City's Percentage Share of the actual Operating Costs for such Expense Year exceeds the estimated Operating Costs paid by Sublessee for such Expense Year, Sublessee shall pay to Sublessor (whether or not this Sublease has terminated) the difference between the amount of estimated Operating Costs paid by Sublessee and City's Percentage Share of the actual Operating Costs within thirty (30) days after the receipt of the Expense Statement. If the total amount paid by Sublessee for any such Percentage Share of Operating Costs exceeds City's Operating Costs Share of the actual Operating Costs for such Expense Year, such excess shall be credited against the next installments of Operating Costs due from Sublessee to Sublessor hereunder, or refunded to Sublessee, at Sublessee's option.

3.5. Proration. If the Commencement Date or Expiration Date shall occur on a date other than the first or last day of an Expense Year, City's Percentage Share of Operating Costs for the Expense Year in which the Commencement Date or Expiration Date occurs, shall be prorated based on a three hundred sixty-five (365)-day year.

3.6. Audits. Sublessee shall have the right, upon not less than ten (10) business days' notice to Sublessor, to audit the books and records of the Building related to Operating Costs. If such audit discloses any discrepancies which would result in a reduction of City's Percentage Share of Operating Costs for any Expense Year, Sublessor shall immediately refund to Sublessee the amount of any overpayment by Sublessee. Sublessee shall pay the cost of such audit, provided that if such audit discloses any discrepancies which result in a reduction of City's Percentage Share of Operating Costs of three percent (3%) or more for any Expense Year, then Sublessor shall pay the costs of such audit.

3.7. Records. Sublessor shall maintain, within fifty (50) miles of the City and County of San Francisco, in a safe, complete and organized manner all of its records pertaining to this Sublease, Operating Costs and any other charges paid by Sublessee pursuant hereto, for a period of not less than three (3) years following expiration of the Sublease Term. Sublessor shall maintain such records on a current basis and in sufficient detail to facilitate adequate audit and review thereof. All such books and records shall be available for inspection, copying and audit by Sublessee and its representatives, at Sublessee's expense, subject to the provisions of Section 3.6 above.

3.8. Amounts Due upon Execution. Concurrently with the full execution and delivery of this Sublease, Sublessee shall deliver to Sublessor the monthly Fixed Monthly Rent installments payable for the period between the Commencement Date and the last day of the month in which the Effective Date occurs.

3.9. Security Deposit. No security deposit shall be required from Sublessee to Sublessor.

3.10. Payment. Except for the Fixed Monthly Rent installments payable for the period between the Commencement Date and the last day of the month in which the Effective Date occurs, which shall be paid pursuant to Section 3.9 above, Rent shall be paid to Sublessor promptly on the first day of each calendar month during the Sublease Term, without deduction, abatement, counterclaim or setoff of any amount for any reason whatsoever except as otherwise expressly set forth in this Sublease. In the event that the Sublease Term begins or ends on a date

which is not the first day of a month, Rent shall be prorated as of such date based on a thirty (30) day month. Rent shall be paid to Sublessor in lawful money of the United States at its address set forth below, or to such address as Sublessor may from time to time designate by notice delivered to Sublessee within no less than fourteen (14) days of such effective address change:

San Francisco Child Abuse Prevention Center  
c/o CBRE  
111 Sutter St., Suite 350  
San Francisco, CA 94194  
Attn: Asset Services

Any payment by Sublessee or receipt by Sublessor of an amount less than the amount stipulated hereunder for Rent or other charges shall be deemed a payment on account of such amount(s) payable. An endorsement or statement by Sublessee on any check or letter shall not be deemed to create an accord and satisfaction, and Sublessor may accept any such check or payment without prejudice to Sublessor's right to recover the balance due or to pursue any other remedy available to it. All amounts payable hereunder by Sublessee shall be payable directly to Sublessor, subject to Master Lessor's rights under the Master Lease.

3.11 Personal Property Taxes. If Sublessee is legally liable for personal property taxes, (a) Sublessee shall pay prior to delinquency all taxes properly assessed against and levied upon all Sublessee's furnishings, equipment, and other personal property of Sublessee ("Sublessee Personal Property") contained in the Premises and (b) when possible, Sublessee shall cause the Sublessee Personal Property to be assessed and billed separately from the real property on which the Premises is located. If Sublessee is legally liable for personal property taxes and any of the Sublessee Personal Property shall be assessed with the real property on which the Premises is located, Sublessee shall pay to Sublessor, as an Additional Charge, one hundred percent (100%) of the taxes attributable to the Sublessee Personal Property within ten (10) days after receipt of a written statement setting forth the taxes applicable to the Sublessee Personal Property.

4. Use. Sublessee covenants and agrees to use the Subleased Premises solely for the Agreed Use in accordance with the terms and conditions of the Master Lease and this Sublease and in compliance with all applicable laws. Sublessor acknowledges and agrees that investigating and prosecuting child abuse cases, providing governmental services to abused children, and performing child welfare activities are components of the Agreed Use.

5. Master Lease.

5.1. A copy of the Master Lease is attached hereto as Exhibit C. Sublessee's use of the Premises and this Sublease shall be subject in all respects to the terms of, and the rights and obligations of the Master Lessor under, the Master Lease, and shall be subject and subordinate to any Security Device (as defined in the Master Lease). Sublessee shall not have any rights pursuant to this Sublease with respect to the Subleased Premises and the Non-Exclusive Areas pursuant to this Sublease greater than Sublessor's rights under the Master Lease with respect thereto.

5.2. Sublessee recognizes that Sublessor is not in a position to render any of the services or to perform any of the obligations required of the Master Lessor by the terms of the Master Lease. Therefore, notwithstanding anything to the contrary contained in this Sublease, Sublessee agrees that performance by Sublessor of its obligations under this Sublease are conditional to the extent such performance is impeded by Master Lessor's failure to perform its corresponding obligations under the Master Lease and Sublessor shall not be liable to Sublessee for any default of the Master Lessor under the Master Lease. Sublessee shall not have any claim against Sublessor by reason of the Master Lessor's failure or refusal to comply with any of the provisions of the Master Lease unless such failure or refusal is a result of Sublessor's failure to

act. This Sublease shall remain in full force and effect notwithstanding the Master Lessor's failure or refusal to comply with any such provisions of the Master Lease and Sublessee shall pay the Rent and all other charges provided for herein without any abatement, deduction or setoff whatsoever, except to the extent that the rent and other charges to be paid by Sublessor to Master Lessor under the Master Lease are abated or reduced under the Master Lease or otherwise granted by Master Lessor for such failure or refusal, and such failure or refusal by Master Lessor shall not give rise to any constructive eviction.

5.3. Sublessor shall have no obligation to expend any money for the maintenance, repair or restoration of the Subleased Premises other than Sublessor's obligation (i) to pay rent under the Master Lease, (ii) to perform its obligations under the Master Lease and Section 6 of this Sublease, and (iii) to repair any damage to the Subleased Premises to the extent such damage results from the acts of Sublessor or its Agents in the Subleased Premises or the remainder of the Premises.

5.4. Sublessee covenants and warrants that it fully understands and agrees to use the Subleased Premises and the Non-Exclusive Areas in accordance with the covenants, agreements, terms, provisions and conditions of the Master Lease applicable thereto (the "Master Lease Terms"). Notwithstanding anything contrary in the foregoing, if Sublessor fails to comply with the Master Lease Terms or there is any breach of any of Sublessor's representations, covenants or warranties in the Master Lease, Sublessee shall have no obligation to take any action to cure such failure or breach, except to the extent such failure or breach by Sublessor is caused by Sublessee's default of its obligations under this Sublease.

5.5. Sublessee and Sublessor each covenant not to take any action or do or perform any act or fail to perform any act which would result in the failure or breach of any of the covenants, agreements, terms, provisions or conditions of the Master Lease on the part of the Lessee thereunder.

5.6. If Sublessee requests Sublessor's consent or approval for any matter that would require the consent or approval of Master Lessor under the Master Lease, Sublessor agrees to use commercially reasonable efforts to obtain such consent on behalf of Sublessee, provided that Sublessor shall not be required to commence any litigation nor incur any costs.

5.7. Sublessor covenants not to modify the Master Lease so as to adversely affect Sublessee's rights or obligations hereunder. Notwithstanding the foregoing, Sublessee agrees that Sublessor does not control the HOA (as defined in the Master Lease) or any changes made by the HOA in the use or operation of the Property and that the terms and conditions imposed by the HOA on the Premises are subject to change pursuant to the CC&Rs (as defined in the Master Lease) at any time during the term of this Sublease.

5.8. Within three (3) business days of Sublessor's receipt thereof, Sublessor shall deliver to Sublessee a copy of any notice of default, or of any matter affecting the use of the Non-Exclusive Areas or the Subleased Premises delivered by Master Lessor to Sublessor pursuant to the Master Lease.

## 6. Maintenance; Janitorial.

6.1 Sublessor shall repair and maintain the interior portions of the Subleased Premises in a first class, clean, safe and sanitary condition and in good working order. Sublessor shall make any such required repairs and replacements (i) by contractors or mechanics selected by Sublessor and reasonably approved by Sublessee, (ii) so that same shall be at least substantially equal in quality, value and utility to the original work or installation prior to damage thereof, (iii) in a manner and using equipment and materials that will reasonably minimize interference with

or impairment of the operations, use or occupation of the Subleased Premises, and (iv) in compliance with all applicable Laws.

6.2 Sublessor shall provide janitorial service in the Subleased Premises in accordance with the specifications contained in Exhibit D attached hereto.

6.3 Sublessor shall maintain the Non-Exclusive Areas in compliance with the following.

(a) Sublessor shall maintain the Non-Exclusive Areas in a first class, clean, and good working condition, and perform any maintenance or replacements required to comply with such maintenance obligation.

(b) Sublessor shall operate the Building Amenity Area in a manner that facilitates the performance of the Agreed Use by the Participating Parties. Sublessor shall permit the Participating Parties and their respective invitees to use the Building Amenity Area and Building Service Area in connection with their respective performance of the Agreed Use and in compliance with the rules and regulations for the Building Amenity Area and Building Service Area (the “Rules and Regulations”), which Rules and Regulations shall be provided to Sublessee by Sublessor within the first year of the Sublease Term. The Rules and Regulations shall be uniformly enforced by Sublessor as to each of the Participating Parties, and Sublessor shall provide a copy thereof to each of the Participating Parties. Sublessee agrees to abide by and conform to the Rules and Regulations and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors, and invitees using the Building Amenity Area and Building Service Area to so abide and conform. Sublessor shall not be responsible to Sublessee for noncompliance with the Rules and Regulations by any of the Participating Parties other than Sublessor; provided, however, that Sublessor shall take reasonable steps to enforce compliance with the Rules and Regulations by each of the Participating Parties. Sublessor shall have the right to make reasonable modifications to the Rules and Regulations to provide for the management, safety, care and cleanliness of the Building Amenity Area and Building Service Area, the preservation of good order, as well as for the convenience of all Participating Parties; provided, however, that such modifications shall not become effective against Sublessee until seven (7) days following Sublessor’s delivery of such modifications in writing to Sublessee.

(c) Sublessor shall have the right (i) to close temporarily any of the Non-Exclusive Areas for maintenance or safety purposes, and (ii) to make changes to the Non-Exclusive Areas, including making improvements or modifications to the Non-Exclusive Areas as Sublessor may, in the exercise of its reasonable discretion, deem to be appropriate, so long as reasonable access to the Subleased Premises remains available and Sublessor delivers not less than five (5) days prior written notice of such closure or change to Sublessee; provided, however, that in the event of a temporary closure of or change to the Non-Exclusive Areas for the purpose of maintenance, safety, or response to an emergency, Sublessor shall only be required to provide reasonable notice. Sublessor shall control and manage the Building Amenity Area in a manner that allows the Participating Parties to have equal access to and use of the Building Amenity Area, consistent with the Rules or Regulations Sublessor may adopt.

6.4. Sublessor shall provide all other services consistent with a first class office building for the Subleased Premises and Non-Exclusive Areas.

6.5. City reserves the right to request that Sublessor, at City's cost, perform minor Sublease-related services or incur additional expenses not covered under this Sublease that City may require from time to time, as requested by City in writing and approved by the Director of Property. City shall reimburse Sublessor for such expenses as they are incurred, at rates agreed-upon in advance in writing.

7. Alterations.

7.1 Non-Exclusive Areas. Sublessor shall not modify the Non-Exclusive Areas in any material respect without the prior written consent of Sublessee, which consent shall not be unreasonably withheld or conditioned.

7.2 Subleased Premises. Sublessee shall not make or cause, suffer or permit the making of any alteration, addition, change, replacement, installation or addition in or to the Subleased Premises (a "Proposed Alteration") without obtaining the prior written consent of Sublessor and (if approved by Sublessor and required under the Master Lease) the prior written consent of Master Lessor in each instance. Any approved Proposed Alteration shall be made only in compliance with the Master Lease. Upon the expiration or earlier termination of the Sublease Term, Sublessee shall restore the Subleased Premises to its condition as of the start of the Sublease Term, except for any change resulting from reasonable wear and tear or damage or destruction (unless such damage or destruction is caused by Sublessee's default of its obligations under this Sublease or Sublessee's use of the Premises pursuant to this Sublease) and any Proposed Alteration that is owned by Master Lessor pursuant to the Master Lease. In the event that Sublessee fails to restore the Subleased Premises as required by the immediately preceding sentence, and such failure continues for more than thirty (30) days following Sublessor's delivery of written notice of such failure to Sublessee, Sublessor may perform such restoration and all reasonable costs incurred by Sublessor shall be reimbursed to Sublessor by Sublessee, as additional rent, not later than thirty (30) days after Sublessor's demand therefor. The provisions of this Section shall survive the Sublease Expiration Date or earlier termination of this Sublease.

8. Utilities. Sublessor shall furnish the following utilities and services to the Subleased Premises and the Building Amenity Area: (a) heating, air conditioning and ventilation in amounts required for Sublessee's comfortable use and occupancy thereof during the period from 8:00 a.m. to 6:00 p.m., Monday through Friday, except holidays generally recognized in San Francisco; (b) electric current in amounts required for normal lighting and for the operation of personal computers and other normal office machines and equipment, on a twenty-four (24) hours-a-day, three hundred sixty-five (365) days-a-year basis ("Daily Basis"); (c) elevator service on a Daily Basis; and (d) water for lavatory, kitchen and drinking purposes on a Daily Basis. Without limiting Sublessor's obligations hereunder, Sublessor shall furnish all utilities and services required under this Sublease in a manner consistent with such utilities and services normally provided in other first class buildings similar to the Building in the San Francisco Bayview District.

9. Defaults.

9.1. Event of Default by Sublessee. The occurrence of any of the following shall be an "Event of Default" unless such matter is cured within the time periods specified herein:

(a) Sublessee abandons the Subleased Premises (within the meaning of California Civil Code Section 1951.3).

(b) Sublessee fails to make any timely payment of Rent and to cure such nonpayment within five (5) business days after receipt of written notice thereof from Sublessor, provided that for the first two (2) monthly payments of Rent at the beginning of the Sublease Term and for the first monthly payment of Rent after the beginning of each new fiscal year for Sublessee or after any adjustment of Rent pursuant to this Sublease, Sublessee shall have twenty (20) days to cure any such nonpayment after written notice thereof from Sublessor.

(c) Sublessee fails to perform any other affirmative duty or obligation of Sublessee hereunder (not involving the payment of money) and, if such failure does not cause Sublessor to be in Default (as defined in the Master Lease) under the Master Lease, Sublessee

fails to cure such non-performance within the cure period twenty (20) days of the date of receipt of notice thereof from Sublessor, provided that if more than twenty (20) days are reasonably required for such cure, no event of default shall occur if Sublessee commences such cure within such period and diligently prosecutes such cure to completion.

(d) Sublessee fails to perform any other covenant or obligation of Sublessee hereunder (not involving the payment of money) and, if such failure would be a Default under the Master Lease, Sublessee fails to cure matter within the applicable grace period set forth in the Master Lease.

9.2 Sublessor Remedies for Event of Default. Upon the occurrence of any Event of Default that is not cured within the applicable grace period as provided above, Sublessor shall have all rights and remedies available pursuant to law or granted hereunder, including the following:

(a) The rights and remedies provided by California Civil Code Section 1951.2 (damages on termination for breach), including, but not limited to, the right to terminate Sublessee's right to possession of the Subleased Premises and to recover the worth at the time of award of the amount by which the unpaid Rent for the balance of the Sublease Term after the time of award exceeds the amount of rental loss for the same period that Sublessee proves could be reasonably avoided, as computed pursuant to subsection (b) of such Section 1951.2.

(b) The rights and remedies provided by California Civil Code Section 1951.4 (continuation of lease after breach and abandonment), which allows Sublessor to continue this Sublease in effect and to enforce all of its rights and remedies under this Sublease, including the right to recover Rent as it becomes due, for so long as Sublessor does not terminate Sublessee's right to possession, if Sublessee has the right to sublet or assign, subject only to reasonable limitations.

9.3 Sublessor's Default. If Sublessor fails to perform any of its obligations under this Sublease, then (without limiting any of Sublessee's other cure rights under this Sublease) Sublessee may, at its sole option, cure such default at Sublessor's expense if such default continues after twenty (20) days from the date Sublessee gives notice to Sublessor of Sublessee's intention to perform such cure; provided, however, that if such action requires the consent of Master Lessor under the Master Lease, Sublessee shall not cure such default unless it has first obtained such Master Lessor consent. However, in the case of a default which for causes beyond Sublessor's control (excluding any financial inability to perform) cannot with due diligence be cured within such twenty (20)-day period, such twenty (20)-day period shall be extended if Sublessor, promptly upon receipt of Sublessee's notice, advises Sublessee of Sublessor's intention to take all steps required to cure such default, and Sublessor promptly commences such cure and diligently prosecutes the same to completion. Subject to the other provisions of this Sublease relating to abatement of Rent, if Sublessor fails to cure any default within the cure period provided above, then, whether or not Sublessee elects to cure Sublessor's default as provided herein, the Rent and any other charges hereunder shall be abated based on the extent to which such default interferes with Sublessee's ability to carry on its business at the Subleased Premises. Notwithstanding the foregoing, if any such default by Sublessor continues for sixty (60) days and impairs Sublessee's ability to carry on its business in the Subleased Premises, then Sublessee shall have the right to terminate this Sublease upon written notice to Sublessor within thirty (30) days after the expiration of such sixty (60)-day period. Sublessee's rights hereunder shall not limit in any way any of its other rights and remedies hereunder or at law or in equity.

10. Hazardous Substances. Neither Sublessee nor any agents, employees, officers and contractors ("Agents") of Sublessee shall permit or cause any Hazardous Substance (as defined in the Master Lease) to be brought upon, kept, used, stored, generated or disposed of in, on or about the Subleased Premises, or transported to or from the Property, in violation of any

applicable laws; provided that Sublessee may use such substances in such limited amounts at the Subleased Premises as are customarily used in offices so long as such use is in compliance with all applicable laws. If Sublessee knows, or has reasonable cause to believe, that Sublessee or its Agents have caused a Reportable Use (as defined in the Master Lease) at the Property, Sublessee shall immediately give written notice of such matter to Sublessor, together with a copy of any report, notice, claim or other documentation that Sublessee has concerning such Reportable Use. If Sublessee breaches its obligations contained in this Section, or if Sublessee or its Agents cause Reportable Use from, in, on or about the Subleased Premises or the Property that requires remediation under any applicable laws, then Sublessee shall Indemnify (as defined in Section 11) Sublessor against any and all Claims (as defined in Section 11), including, without limitation, diminution in value of the Premises, loss of rental income from the Premises, removal, repair, corrective action, or cleanup expenses, removal or management of any asbestos brought into the Premises or disturbed in breach of the requirements of this Section, to the extent such removal or management is required by applicable laws, arising during or after the Sublease Term as a result of such Reportable Use by Sublessee or its Agents, except to the extent Sublessor or its Agents or invitees is responsible for the Reportable Use. The foregoing Indemnity shall not include any Claims resulting from the non-negligent aggravation by Sublessee, its Agents or invitees of physical conditions of the Premises, or other parts of the Property, existing prior to the Effective Date. The obligations of Sublessee under this Section shall survive any termination or expiration of this Sublease.

11. Indemnity. Sublessee hereby agrees to defend, indemnify and hold harmless (“Indemnify”) Sublessor and its directors, supervisors, volunteers, and Agents (each, including Sublessor, a “Sublessor Indemnified Party”) from and against any and all claims, losses, liabilities, costs, expenses and damages, whether insured against or not, including, without limitation, reasonable attorneys’ fees and disbursements and any Master Lessor claims (collectively, “Claims”), made against or incurred by a Sublessor Indemnified Party as a result of (a) Sublessee’s use of the Subleased Premises, (b) any default by Sublessee in the performance of any of its material obligations under this Sublease, or (c) any negligent acts or omissions of Sublessee or its Agents in, on or about the Premises; provided, however, Sublessee shall not be obligated to Indemnify any Sublessor Indemnified Party to the extent any Claim arises out of the gross negligence or willful misconduct of a Sublessor Indemnified Party. In any action or proceeding brought against a Sublessor Indemnified Party by reason of any Claim to be Indemnified by Sublessee pursuant to this Section, Sublessee may, at its sole option, elect to defend such Claim by attorneys in its Office of the City Attorney, by other attorneys selected by Sublessee, or both. Sublessee shall have the right to control the defense and to determine the settlement or compromise of any action or proceeding, provided that Sublessor shall have the right, but not the obligation, to participate in the defense of any such Claim at its sole cost.

Sublessor hereby agrees to Indemnify Sublessee and its supervisors, and Agents (each, including Sublessee, a “Sublessee Indemnified Party”) from and against any and all Claims, made against or incurred by a Sublessee Indemnified Party as a result of (a) any default by Sublessor in the performance of any of its material obligations under this Sublease or, except to the extent caused by Sublessee’s failure to perform its duties or obligations under this Sublease, the Master Lease, or (b) any negligent acts or omissions of Sublessor or its Agents in, on or about the Premises (including the Subleased Premises); provided, however, Sublessor shall not be obligated to Indemnify any Sublessee Indemnified Party to the extent any Claim arises out of the gross negligence or willful misconduct of a Sublessee Indemnified Party.

The provisions of this Section 11 shall survive the expiration or earlier termination of this Sublease.

12. Parking.

12.1 Internal Parking. The Premises includes the fifteen 15 parking spaces located in the ground floor parking area of the Premises (the “Internal Parking Spaces”). Subject to Section 33.7, Sublessee shall have the right to use eight (8) of the Internal Parking Spaces (the “Sublessee Parking Spaces”) at all times during the Sublease Term; provided, however, that in the event one of the Participating Parties desires to expand the Reserved Premises, CYW Partner Premises, or CPMC Partner Premises into the space currently occupied by the Sublessee Parking Spaces to improve or increase services to the Children’s Advocacy Center, Sublessor may terminate Sublessee’s right to use the Sublessee Parking Spaces provided that the Fixed Monthly Rent shall be decreased by \$75 for each of the Sublessee Parking Spaces for which Sublessee’s parking rights are so terminated. Sublessee shall have no right to use any of the other parking spaces located in the ground floor parking area of the Premises unless Sublessee is authorized to do so pursuant to a parking space rental agreement by and between Sublessor and Sublessee. Sublessee agrees to pay its pro rata share (based on the number of Sublessee Parking Spaces divided by the number of Internal Parking Spaces) of any parking taxes or bond costs paid by Sublessor for the Internal Parking Spaces to the extent such taxes are not associated with running a for-profit garage for parking by individuals that are not tenants.

12.2 External Parking. Reference is made to the parking spaces located outside of the Premises and assigned to the Premises by the HOA (the “External Parking Spaces”). Sublessee shall have no right to use any of the External Parking Spaces unless Sublessee is authorized to do so pursuant to a parking space rental agreement by and between Sublessor and Sublessee, provided that any such parking space rental agreement shall terminate if the rented parking space is no longer assigned to the Premises by the HOA.

12.3 Temporary Use. It is understood by the parties that Sublessor may, in its sole discretion, temporarily authorize Sublessee to use Internal Parking Spaces or External Parking Spaces that are not leased by Sublessee pursuant to a parking space rental agreement to the extent that there are spaces available; provided, that Sublessor, in its sole discretion, may revoke such temporary authorization for any reason at any time.

### 13. Assignment, Subletting and the Granting of Licenses.

13.1 Consent of Master Lessor and Sublessor. Subject to all of the rights of the Master Lessor under the Master Lease and the restrictions contained in the Master Lease, Sublessee shall not be entitled to assign this Sublease, sublet all or any portion of the Subleased Premises, or grant a license for use of or access to all or any portion of the Subleased Premises without the prior written consent of Sublessor and Master Lessor. Sublessor shall not unreasonably withhold, condition, or delay its consent to a request by Sublessee to grant a license for use of or access to all or any portion of the Subleased Premises to any non-profit entity that would perform any of the Agreed Uses pursuant to an agreement with Sublessee (a “Private Provider”); provided, however, that it shall be reasonable for Master Lessor to withhold its consent to Sublessee’s proposed license to (i) a Private Provider that does not have experience in competently providing the proposed Agreed Uses to be performed by such Private Provider or (ii) a Private Provider for whom the proposed Agreed Uses to be performed by such Private Provider are deemed to be incompatible with the operation of the Children’s Advocacy Center at the Premises, which determination of compatibility shall be made by Sublessor in its reasonable discretion. With respect to any person or entity that is not a Private Provider, Sublessor may withhold its consent to Sublessee’s request in its sole discretion. Sublessee acknowledges that under the Master Lease, Master Lessor’s consent is required in order for Sublessee to sublease the Subleased Premises. Any license entered into by Sublessee shall be in a form reasonably acceptable to Sublessor.

13.2 Consequences of Assignment/Subletting. If this Sublease shall be assigned or if the Subleased Premises or any part thereof shall be sublet or occupied pursuant to a license agreement by any person or persons other than the original Sublessee named herein, then

Sublessor may collect rent from any such assignee, sublessee or occupant after first delivering prior written notice to Sublessee of such action, and apply the net amounts collected to Rent and other amounts payable pursuant to this Sublease, but no such assignment, occupancy or collection shall be deemed a waiver of any of the provisions of this Section, an acceptance of the assignee, sublessee or occupant as Sublessee hereunder, or a release of any person from the further performance by such person of the obligations of Sublessee under this Sublease.

13.3 Consent not Waiver. The consent by Sublessor or Master Lessor to any assignment, subletting or license shall not constitute a waiver of the necessity for such consent to any subsequent assignment, subletting or license.

13.4 Recapture. Except in the event of a license granted to a Private Party pursuant to Section 13.1, in the event that Sublessee seeks to assign this Sublease, sublease any or all of the Subleased Premises, or grant a license for use of or access to all or any portion of the Subleased Premises, Sublessor shall have the right to recapture at its option all of the Subleased Space or that portion to be subleased or licensed by providing written notice to Sublessee ("Recapture Notice") within 30 days of Sublessee's request for Sublessor's consent to the proposed assignment, subletting or license. If Sublessor delivers a timely Recapture Notice then this Sublease and Sublessee's obligations regarding the assigned, subleased, or licensed portion of the Subleased Premises will terminate as of the date set forth in the Recapture Notice.

13.5 No Release. No subletting or grant of license shall cause Sublessee to be released from its obligations under this Sublease.

13.6 Insurance and Additional Costs. As a condition to Sublessor's grant of its consent to any sublease or assignment of the Subleased Premises or grant of license, Sublessor shall have the right to require that the insurance required under any such sublease or license include Sublessor and its Affiliates as additional insureds and indemnify Sublessor for such sublessee or assignee's activities at the Premises. In addition, any increases to Additional Expenses or any commercially reasonable administrative cost increases caused by such sublessee, assignee, or licensee's use of the Subleased Premises shall be borne by Sublessee or its sublessee, assignee, or licensee.

14. Damage and Destruction; Eminent Domain. All initially-capitalized, undefined terms used in this Section shall have the meanings given to such terms in the Master Lease.

14.1 Rent Abatement. If there is any Premises Partial Damage, Premises Total Destruction, or Hazardous Substance Condition for which Sublessor is not responsible under the Master Lease, the Fixed Monthly Rent payable during the period required for repairing, remediating, or restoring such damage shall be abated in proportion to the degree to which Sublessee's use of the Subleased Premises and the Building Amenity Area is impaired; provided, however, that such abatement shall not exceed the amount that the rent due to Master Lessor under the Master Lease is abated pursuant to Section 9.6(a) of the Master Lease. If any portion of the Subleased Premises is taken by Condemnation, the Fixed Monthly Rent shall be reduced in proportion to the reduction in utility of the Subleased Premises and the Building Amenity Area caused by such Condemnation. Sublessee acknowledges and agrees that Fixed Monthly Rent shall not be abated as a result of any abatement of rent granted to Sublessor pursuant to Section 2.6 of that certain Fifth Amendment to Lease dated as of September 7, 2013.

14.2 Termination Rights. If Master Lessor is obligated to repair or restore the Subleased Premises under the Master Lease due to any Premises Partial Damage, Premises Total Destruction, or Hazardous Substance Condition, but fails to commence such repair or restoration in a meaningful way within ninety (90) days after such obligation accrues, Sublessee shall have the right to terminate this Sublease by delivering written notice of such termination at any time prior to the commencement of such repair or restoration, which termination shall be effective on

the later to occur of the date specified in such notice or the sixtieth (60<sup>th</sup>) day following Sublessee's delivery of such notice; provided, however, that if Master Lessor commences such repair and restoration within thirty (30) days of Sublessee's delivery of such termination notice to Sublessor, Sublessee's termination notice shall be deemed to be automatically rescinded.

If Sublessor is obligated to repair or restore the Subleased Premises under the Master Lease due to any Premises Partial Damage, Premises Total Destruction, or Hazardous Substance Condition, but fails to commence such repair or restoration in a meaningful way within ninety (90) days after such obligation accrues, Sublessee shall have the right to terminate this Sublease by delivering written notice of such termination at any time prior to the commencement of such repair or restoration, which termination shall be effective on the later to occur of the date specified in such notice or the sixtieth (60<sup>th</sup>) day following Sublessee's delivery of such notice; provided, however, that if Sublessor commences such repair and restoration within thirty (30) days of Sublessee's delivery of such termination notice to Sublessor, Sublessee's termination notice shall be deemed to be automatically rescinded.

If more than ten percent (10%) of the rentable floor area of the Subleased Premises, or more than twenty-five percent (25%) of the Internal Parking Spaces rented by Sublessee, are taken by Condemnation, Sublessee may, at its option, to be exercised within ten (10) days after Sublessor delivers written notice of such Condemnation to Sublessee (or in the absence of such notice, within ten (10) days after the condemning authority takes such possession) terminate this Sublease as of the date the condemning authority takes such possession.

15. Insurance. The parties recognize Sublessee is a self-insured entity and, as such will not be required to acquire any third party insurance hereunder. Sublessee will, however, provide Sublessor with a certificate or letter of coverage or other letter evidencing its self-insurance. Sublessee's self-insurance shall be sufficient to provide comprehensive general liability coverage on an occurrence basis providing single limit coverage in an amount not less than \$2,000,000 per occurrence and with an annual aggregate of not less than \$4,000,000. Such self-insurance shall also be sufficient to cover all of Sublessee's personal property at the Premises at full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. In addition, Sublessee shall maintain worker's compensation insurance in such amount as may be required by applicable law. Sublessee acknowledges and agrees that Sublessor shall have no obligation under this Sublease to maintain general liability, property, crime, or worker's compensation insurance benefiting Sublessee with respect to the Subleased Premises except to the extent required of Sublessor under the Master Lease.

All insurance proceeds received by Sublessor under the Master Lease shall be deemed to be the property of Sublessor.

16. Brokers. The parties hereto represent and warrant to each other that neither party dealt with any broker or finder in connection with the consummation of this Sublease, and each party agrees to indemnify, hold and save the other party harmless from and against any and all claims for brokerage commissions or finder's fees arising out of either of their acts in connection with this Sublease. The provisions of this Section shall survive the expiration or earlier termination of this Sublease.

17. Insurance and Condemnation Proceeds. Notwithstanding anything contained in the Master Lease to the contrary, as between Sublessor and Sublessee only, all insurance proceeds or condemnation awards received by Sublessor under the Master Lease shall be deemed to be the property of Sublessor, and Sublessor shall have no obligation to restore or rebuild the Subleased Premises.

18. Notices. Except as otherwise specifically provided in this Sublease, any notice given under this Sublease shall be in writing and given by delivering the notice in person, by overnight

commercial courier, next business day service requested, or by certified mail, return receipt requested, with postage prepaid, to the following addresses, or any other address either Sublessor or Sublessee may designate as its new address for such purpose by notice given to the other in accordance with this Section:

If to Sublessor: San Francisco Child Abuse Prevention Center  
1757 Waller St.  
San Francisco, CA 94117  
Attn: Katie Albright

If to Sublessee: Real Estate Division  
25 Van Ness Avenue, Suite 400  
San Francisco, California 94102  
Attn: Director of Property

and: Human Services Agency  
170 Otis Street  
San Francisco, CA 94102  
Attn: Director of Contracts and Facilities

Any notice so delivered shall be deemed to have been given and received two (2) days after the date when it is mailed if sent by certified mail, one business day after the date when it is mailed if sent by overnight commercial courier, or upon the date personal delivery is made.

19. Signs. Sublessee shall not hang, post or otherwise display any signage of any kind at the Premises that is visible from outside the Premises without the prior approval of Sublessor, which approval shall be at Sublessor's sole and absolute discretion.

20. Estoppel Certificates. Sublessee and Sublessor (individually, as a "Responding Party") shall at any time and from time to time as requested by Sublessee, Sublessor or Master Lessor or their designee (individually, as the "Requesting Party") upon not less than ten (10) business days prior written notice, execute, acknowledge and deliver to the Requesting Party, a statement in writing certifying that this Sublease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications, if any) certifying the dates to which Rent has been paid, and stating whether or not, to the best of Responding Party's knowledge, the Requesting Party is in default beyond any applicable grace period provided herein in performance of any of its obligations under this Sublease, and if so, specifying each such default of which the Responding Party may have knowledge, it being intended that any such statement delivered pursuant hereto may be relied upon by others with whom the party requesting such certificate may be dealing.

21. Authority. Sublessee represents and warrants that it is a validly existing municipal corporation, duly organized under the laws of California, and following approval of legislation by the Sublessee's Board of Supervisors authorizing the execution of this Sublease, the signatory named in such legislation is duly authorized to execute this Sublease on its behalf. Sublessor represents and warrants that it is a validly existing non-profit corporation, duly organized under the laws of California, and the signatory hereto is duly authorized to execute this Sublease on its behalf.

22. Attorneys' Fees. If either Sublessor or Sublessee fails to perform any of its obligations under this Sublease or if a dispute arises concerning the meaning or interpretation of any provision of this Sublease, the defaulting party or the non-prevailing party in such dispute, as the case may be, shall pay the prevailing party reasonable attorneys' and experts' fees and costs, and all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether

or not such action is prosecuted to a judgment). For purposes of this Sublease, reasonable attorneys' fees of the City's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney. The term "attorneys' fees" shall also include, without limitation, all such fees incurred with respect to appeals, mediations, arbitrations, and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees were incurred. The term "costs" shall mean the costs and expenses of counsel to the parties, which may include printing, duplicating and other expenses, air freight charges, hiring of experts, and fees billed for law clerks, paralegals, and others not admitted to the bar but performing services under the supervision of an attorney.

23. Holding Over. In the event Sublessee holds over in its possession of the Subleased Premises after the Sublease Expiration Date or earlier termination of this Sublease, such possession shall be deemed unlawful unless expressly consented to by Sublessor in writing, and Sublessor shall be entitled to any and all remedies in law or in equity by reason of such unlawful holding over by Sublessee. In the event that Sublessee holds over without Sublessor's written consent, the Fixed Monthly Rent shall automatically increase as of the Sublease Expiration Date or earlier termination of this Sublease to an amount equal to one hundred fifty percent (150%) of the Fixed Monthly Rent payable by Sublessee the calendar month immediately prior to the date when Sublessee commences such holding over (the "Holdover Rent"). The Holdover Rent shall be paid during such period as Sublessee retains possession of the Subleased Premises without the written consent of Sublessor. However, Sublessee's payment of such Holdover Rent, and Sublessor's acceptance thereof, shall not constitute a waiver by Sublessor of any of Sublessor's rights or remedies with respect to such holding over without written consent, nor shall it be deemed a consent by Sublessor to Sublessee's continued occupancy or possession of the Subleased Premises past the time period covered by Sublessee's payment of the Holdover Rent. Sublessee agrees to indemnify and save Sublessor harmless from and against any and all losses, costs, expenses and liabilities incurred by Sublessor under the Master Lease by reason of any such holding over, including, but not limited to any attorneys' fees and court costs, but excluding consequential damages (unless Sublessor is liable for such consequential damages pursuant to the Master Lease), suffered by either Sublessor, Master Lessor, or any prospective tenant or sublessee of either party.

24. Waiver of Jury Trial. To the extent permitted by law, the parties hereto hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Sublease, the relationship of Sublessor and Sublessee, Sublessee's use or occupancy of the Subleased Premises, any claim of injury or damage, or the enforcement of any remedy under any statute, emergency or otherwise.

25. No Waiver. The failure of a party hereto either to insist in any one or more cases upon the strict performance or observance of any obligation of another party under this Sublease, or to exercise any right contained in this Sublease, shall not be construed as a waiver or relinquishment for the future of any rights or obligations under the Sublease. A party's receipt and acceptance of performance, of any other obligation by another party hereto, with knowledge of the other party's breach of any provision of this Sublease, shall not be deemed a waiver of such breach. No waiver by a party hereto of any term, covenant or condition of this Sublease shall be deemed to have been made unless expressed in writing and signed by such party. The acceptance of Rent by Sublessor shall not be deemed a waiver of any Event of Default by Sublessee or any breach of Sublessee's duties or obligations under this Sublease.

26. Entire Agreement; Waiver. This Sublease contains the entire agreement between the parties hereto with respect to the Subleased Premises and the Premises and shall be binding upon

and inure to the benefit of their respective heirs, representatives, successors and permitted assigns. Any agreement hereinafter made shall be ineffective to change, modify, waive, release, discharge, terminate or effect an abandonment hereof, in whole or in part, unless such agreement is in writing and signed by the parties hereto.

27. Effective Date. The date on which this Sublease shall become effective (the "Effective Date") is the date upon which (a) Sublessee's Mayor and Board of Supervisors, in their sole and absolute discretion, adopt a resolution approving this Sublease in accordance with all applicable laws and (b) this Sublease is duly executed by the parties hereto.

28. Condition of the Premises. Sublessee has made its own inspection of and inquiries regarding the Subleased Premises and is accepting the Subleased Premises in its "as is" condition. Sublessee further acknowledges that Sublessor has made no currently effective representation or warranty, express or implied regarding the condition, suitability or usability of the Subleased Premises for the purposes intended by Sublessee. Pursuant to California Civil Code Section 1938, Sublessee is hereby notified that, as of the date hereof, the Subleased Premises has not undergone an inspection by a "Certified Access Specialist."

29. Successors and Assigns. Subject to Section 13 above, the provisions of this Sublease, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

30. No Offer Until Delivery. This Sublease shall not become effective against the Sublessor until Sublessor receives: (i) a fully executed counterpart of this Sublease, (ii) the payment due to Sublessor pursuant to Section 3.5 of this Sublease.

31. Quiet Enjoyment. Sublessor covenants and represents that it has full right, power and authority to grant the subleasehold estate hereunder, and covenants that Sublessee, upon paying the Rent hereunder and performing the covenants hereof, shall peaceably and quietly have, hold and enjoy the Subleased Premises and all appurtenances during the full Sublease Term as against all persons or entities claiming by and through Sublessor or on account of any action, inaction or agreement of Sublessor or its Agents. Without limiting the provisions of Section 11, Sublessor agrees to Indemnify Sublessee and its Agents against Claims arising out of any assertion that would interfere with Sublessee's right to quiet enjoyment as provided in this Section. Sublessor's obligations under this Section shall survive the termination or expiration of this Sublease.

32. Miscellaneous. (a) Captions to the Sections and Subsections in this Sublease are included for convenience only and are not intended and shall not be deemed to modify or explain any of the terms of this Sublease. (b) All capitalized words and phrases not otherwise defined or described in this Sublease shall have the meanings ascribed to them in the Master Lease. (c) This Sublease shall be governed by and in all respects construed in accordance with the internal laws of the State of California and the San Francisco City Charter. (d) This Sublease may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. (e) If any term or provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid and unenforceable, the remainder of this Sublease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of this Sublease shall be valid and be enforced to the fullest extent permitted by law. (f) Time is of the essence with respect to all provisions of this Sublease in which a definite time for performance is specified.

33. Special City Provisions.

33.1 Non-Liability of Sublessee Officials, Employees and Agents. Notwithstanding anything to the contrary in this Sublease, no elective or appointive board, commission, member, officer, employee or agent of Sublessee shall be personally liable to Sublessor, its successors and assigns, in the event of any default or breach by Sublessee or for any amount which may become due to Sublessor, its successors and assigns, or for any obligation of Sublessee under this Sublease.

33.2 MacBride Principles - Northern Ireland. The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Sublessor acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

33.3 Controller's Certification of Funds. The terms of this Sublease shall be governed by and subject to the budgetary and fiscal provisions of the City and County of San Francisco Charter. Notwithstanding anything to the contrary contained in this Sublease, there shall be no obligation for the payment or expenditure of money by Sublessee under this Sublease unless the Controller of the City and County of San Francisco first certifies, pursuant to Section 3.105 of the City and County of San Francisco Charter, that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure. Without limiting the foregoing, if in any fiscal year of Sublessee after the fiscal year in which the Effective Date occurs, sufficient funds for the payment of Rent and any other payments required under this Sublease are not appropriated, then Sublessee may terminate this Sublease, without penalty, liability or expense of any kind to Sublessee, as of the last date on which sufficient funds are appropriated. Sublessee shall use its reasonable efforts to give Sublessor reasonable advance notice of such termination.

33.4 Prevailing Wages for Construction Work. Sublessor agrees that any person performing labor in the construction of any improvements to the Subleased Premises that Sublessor provides under this Sublease shall be paid not less than the highest prevailing rate of wages as required by Section 6.22(E) of the San Francisco Administrative Code, shall be subject to the same hours and working conditions, and shall receive the same benefits as in each case are provided for similar work performed in San Francisco County. Sublessor shall include, in any contract for construction of such improvements to the Subleased Premises, a requirement that all persons performing labor under such contract shall be paid not less than the highest prevailing rate of wages for the labor so performed. Sublessor shall require any contractor to provide, and shall deliver to Sublessee upon request, certified payroll reports with respect to all persons performing labor in the construction of any improvements to the Subleased Premises.

33.5 Non Discrimination in City Contracts and Benefits Ordinance

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

(b) Sublessor shall include in all subcontracts relating to the Subleased Premises a non-discrimination clause applicable to such subcontractor in substantially the form

of subsection (a) above. In addition, Sublessor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k) and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Sublessor's failure to comply with the obligations in this subsection shall constitute a material breach of this Sublease.

(c) Sublessor does not as of the Effective Date and will not during the Sublease Term, in any of its operations in San Francisco, on real property owned by Sublessee, or where the work is being performed for the Sublessee or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) As a condition to this Sublease, Sublessor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission (the "HRC"). Sublessor hereby represents that prior to execution of the Sublease: (a) Sublessor executed and submitted to the HRC Form HRC-12B-101 with supporting documentation, and (b) the HRC approved such form.

(e) The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the lease of property to Sublessee are incorporated in this Section by reference and made a part of this Sublease as though fully set forth herein. Sublessor shall comply fully with and be bound by all of the provisions that apply to this Sublease under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Sublessor understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of Fifty Dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Sublease may be assessed against Sublessor and/or deducted from any payments due Sublessor.

**33.6 Tropical Hardwood and Virgin Redwood Ban.** The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood products. Except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, neither Sublessor nor any of its contractors shall provide any items to Sublessee in the performance of this Sublease which are tropical hardwood, tropical hardwood wood products, virgin redwood, or virgin redwood wood products.

In the event Sublessor fails to comply in good faith with any of the provisions of Chapter 8 of the San Francisco Environment Code, Sublessor shall be liable for liquidated damages for each violation in an amount equal to its net profit on the contract, or five percent (5%) of the total amount of the contract dollars, whichever is greatest. Sublessor acknowledges and agrees that the liquidated damages assessed shall be payable to the City and County of San Francisco upon demand and may be set off against any monies due to Sublessor from any contract with the City and County of San Francisco.

**33.7 Bicycle Parking Facilities.** Article 1.5 of the San Francisco Planning Code (the "Planning Code") requires the provision of bicycle parking at Sublessee-leased buildings at no cost to Sublessor during the Term. Sublessee may install the Class 1 Bicycle Parking Spaces and Class 2 Bicycle Parking Spaces (both as defined in Planning Code) required of Sublessee under the Planning Code, which installations shall be made at Sublessee's sole cost and shall be part of

Sublessee's personal property. Sublessor shall, at no cost to Sublessor, reasonably cooperate with Sublessee regarding the installation and location of such bicycle parking spaces in Sublessee's compliance with such requirements of the Planning Code. In the event that there is insufficient space at the Premises for the required number of bicycle parking spaces, the number of Sublessee Parking Spaces shall be reduced in order to provide the space needed for the bicycle parking spaces to the extent the Zoning Administrator of the City and County of San Francisco approves of placing such bicycle parking spaces in any of the Sublessee Parking Spaces.

33.8 Resource-Efficient City Buildings. Sublessor acknowledges that the City and County of San Francisco has enacted San Francisco Environment Code Sections 700 to 713 relating to green building requirements for the design, construction, and operation of buildings owned or leased by Sublessee. Sublessor hereby agrees that it shall comply with all applicable provisions of such code sections.

33.9 Certification by Sublessor. By executing this Sublease, Sublessor certifies that neither Sublessor nor any of its officers or members have been suspended, disciplined or disbarred by, or prohibited from contracting with, any federal, state or local governmental agency. In the event Sublessor or any of its officers or members have been so suspended, disbarred, disciplined or prohibited from contracting with any governmental agency, it shall immediately notify Sublessee of same and the reasons therefore together with any relevant facts or information requested by Sublessee. Any such suspension, disbarment, discipline or prohibition may result in the termination or suspension of this Sublease. Sublessor acknowledges that this certification is a material term of this Sublease.

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

33.11 Conflicts of Interest. Through its execution of this Sublease, Sublessor acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of the San Francisco Campaign and Governmental Conduct Code, and Section 87100 *et seq.* and Section 1090 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said provisions, and agrees that if Sublessor becomes aware of any such fact during the Sublease Term, Sublessor shall immediately notify Sublessee.

33.12 Preservative-Treated Wood Containing Arsenic. Sublessor may not purchase preservative-treated wood products containing arsenic in the performance of this Sublease unless an exemption from the requirements of Environment Code, Chapter 13 is obtained from the Department of Environment under Section 1304 of the Environment Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniac copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Sublessor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of Environment. This provision does not preclude Sublessor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

33.13 Not Retroactive. For the purpose of clarity, all of the obligations and requirements in this Section 33 shall only apply to Sublessor and its actions on or after the Commencement Date.

34. Access. Sublessor and Sublessor's Agents and Master Lessor and Master Lessor's Agents shall have the right to enter the Subleased Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, tenants, or donors, and making such alterations, repairs, improvements or additions to the Subleased Premises as Sublessor or Master Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Subleased Premises as long as there is no material adverse effect on Sublessee's use of the Subleased Premises or Non-Exclusive Areas. All such activities shall be without abatement of rent or liability to Sublessee, except that if any such entry causes damage to the Subleased Premises or City's Personal Property, Sublessor, at no cost to Sublessee, shall cause such damage to be promptly repaired.

**[Remainder of page intentionally left blank; signatures appear on following pages]**

IN WITNESS WHEREOF, this Sublease is executed by the parties on the date first written above.

**SUBLESSEE:**

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

By: \_\_\_\_\_  
John Updike, Director of Property

Date: \_\_\_\_\_

**RECOMMENDED:**

\_\_\_\_\_  
[Department Authority]

**APPROVED AS TO FORM:**

DENNIS J. HERRERA, City Attorney

By: \_\_\_\_\_  
Carol Wong, Deputy City Attorney

**[SIGNATURES CONTINUE ON NEXT PAGE]**

**SUBLESSOR:**

**San Francisco Child Abuse Prevention Center,**  
a California nonprofit corporation

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

**EXHIBIT A**

**Depiction of Subleased Premises, Non-Exclusive Areas, Reserved Premises,  
Subleased Premises, CYW Partner Premises, and CPMC Partner Premises**

[Diagram To Be Attached]

## **EXHIBIT B**

### **Exclusions from Operating Costs**

1. Costs of capital repairs, capital improvements and equipment, except for those (i) required by laws enacted on or after the date of the Sublease amortized over the useful life of the improvement and/or equipment, together with interest at the actual interest rate incurred by Sublessor in connection with such capital improvements, or (ii) acquired to cause, in Sublessor's good faith judgment, an immediate (i.e., commencing within the first year after completion of such repairs or improvements or installation of such equipment) reduction in other Operating Costs, amortized over the useful life of such improvements at an annual rate reasonably calculated to equal the amount of Operating Costs to be saved in each calendar year throughout the Sublease Term (as determined at the time Sublessor elected to proceed with the capital improvement or acquisition of the capital equipment to reduce operating expenses), together with interest at the actual interest rate incurred by Sublessor;
2. Rentals and other related expenses for items (except when needed in connection with normal repairs and maintenance of permanent systems) which if purchased rather than rented, would constitute a capital improvement which is specifically excluded in item 1 above (excluding, however, equipment not affixed to the Premises which is used in providing janitorial or similar services);
3. Costs incurred by Sublessor for the repair of damage to the Premises, to the extent that Sublessor is reimbursed by insurance proceeds (excluding any deductible) and costs occasioned by the exercise of the right of eminent domain;
4. Costs, including, without limitation, permit, license and inspection costs, incurred with respect to the installation of improvements made for other tenants or occupants of the Premises or incurred in renovating or otherwise improving, decorating, painting or redecorating vacant space for other tenants or occupants in the Premises;
5. Depreciation, amortization and interest payments, except to the extent provided herein pursuant to items 1(i) and 1(ii) above and except on materials, tools, supplies and vendor-type equipment purchased by Sublessor to enable Sublessor to supply services Sublessor might otherwise contract for with a third party where such depreciation, amortization and interest payments would otherwise have been included in the charge for such third party's services, all as determined in accordance with generally accepted accounting principles, consistently applied (as applied to commercial real estate), and when depreciation or amortization is permitted or required, the item shall be amortized over its reasonably anticipated useful life (as reasonably determined by Sublessor);
6. Leasing commissions, attorneys' and other professionals' fees, space planning costs and all other costs and expenses in connection with negotiations with present or prospective tenants or other occupants in the Premises or any present or future ground lessors or holders of any mortgages or other encumbrances affecting any of the Premises or the defense of Sublessor's or Master Lessor's title to the Premises or the real property on which it is located;
7. Expenses in connection with services or other benefits which are not offered to City or for which City is charged directly but which are provided to another tenant or occupant of the Premises;

8. Costs incurred by Sublessor due to violation by Sublessor or any other tenant or occupant of the Premises of applicable laws, rules or regulations, the terms and conditions of any lease, ground lease, mortgage or deed of trust, or other covenants, conditions or restrictions encumbering the Premises or the real property on which it is located;
9. Overhead and profit increments paid to Sublessor or to subsidiaries or affiliates of Sublessor, or to any party as a result of a non-competitive selection process, for management, or other services, supplies or materials, to the extent the same exceed the costs of such goods and/or services rendered by unaffiliated third parties on a competitive, arms-length basis;
10. Any ground lease rental or rental under any other underlying leases;
11. Except as specifically permitted by items 1(i) and 1(ii) above, interest, principal, points and fees on debts or amortization on any mortgage, deed of trust or any other debt instrument encumbering any of the Premises or the real property on which it is located;
12. Any compensation paid to clerks, attendants or other persons in commercial concessions operated by Sublessor or in the parking garage at the Premises;
13. All items and services for which City or any other tenant or occupant of the Premises separately reimburses Sublessor (other than through such tenant's or occupant's proportionate share of operating expenses), or which Sublessor provides selectively to one or more other tenants or occupants without reimbursement, or which are not provided in reasonable proportion to the space leased by City but which Sublessor provides to another tenant or other occupant of the Premises;
14. Advertising or promotional expenditures, and the costs of acquiring and installing signs in or on any of the Premises identifying the owner of the Premises or any other tenant or occupant of the Premises;
15. Electric power costs for which any tenant or occupant directly contracts with the local public service company (provided that the charge for such services shall be computed for purposes of the gross-up provision of this Sublease (i.e., expenses to be grossed up to reflect full occupancy of the Premises) to reflect an average charge for power costs);
16. Except as otherwise specified in Section 12.1 of the Sublease to which this Exhibit B is attached, services provided, taxes attributable to, and costs incurred in connection with the operation of retail, restaurant and garage operations in the Premises;
17. Costs incurred in connection with upgrading the Premises to comply with disabled access, life, fire and safety codes in effect prior to the date of the Lease, and costs incurred in connection with upgrading the Premises to comply with the Americans with Disabilities Act of 1990 and Title 24 of the California Code of Regulations (or its successor), the San Francisco Sprinkler Ordinance and the San Francisco Unreinforced Masonry Building Ordinance;
18. Tax penalties incurred as a result of the negligence, inability or unwillingness of Sublessor to make payments when due;
19. Costs arising from the presence of Hazardous Material in or about the Premises including, without limitation, groundwater or soil conditions, except if such Hazardous Material is brought onto the Premises by City in violation of applicable laws;
20. Charitable or political contributions;

21. To the extent the following costs arise during any applicable warranty periods, costs as a result of repairs of latent defects in the building core and shell or improvements of the Premises installed by or for Sublessor or in the building systems at the Premises, and any costs incurred by Sublessor in the event any portion of the Premises is made untenable by fire or other casualty required to be insured against pursuant to the terms of the Sublease;
22. Capital costs for sculpture, paintings or other objects of art;
23. Costs (including, without limitation, all attorneys' fees and costs of settlement, judgments and payments in lieu thereof) arising from claims, disputes or potential disputes, including, without limitation, tax disputes where the tenants of the Premises would receive benefits if Sublessor prevails) in connection with potential or actual claims, litigation or arbitrations pertaining to Sublessor or the Premises;
24. All direct cost of refinancing, selling, exchanging or otherwise transferring ownership of the Premises or the real property on which it is located or any interest therein or portion thereof, including broker commissions, attorney's fees and closing costs;
25. Reserves for bad debts, rent loss, capital items or further Operating Costs;
26. Sublessor's general corporate overhead and general and administrative expenses not related to the operation or management of the Building; and
27. Any other expense that under generally accepted accounting principles would not be considered a maintenance or operating expense.

**EXHIBIT C**

MASTER LEASE

[See attached]

**EXHIBIT D**

STANDARDS FOR JANITORIAL SERVICE

[See attached]

**EXHIBIT E**

BASE YEAR OPERATING COSTS BUDGET

[See attached]