

EXHIBIT H

SPECIFIC CITY SUBLEASE REQUIREMENTS

Except as otherwise approved by the City in writing, each Sublease shall include the following provisions:

1. Subject to Lease. A provision describing this Lease and providing that (a) the leasehold of the Subtenant is subject to this Lease, (b) the Subtenant shall not perform, or cause to be performed, any act in violation of this Lease, and (c) if any provision of the Sublease is inconsistent with any provision of this Lease, this Lease shall control.
2. City as Beneficiary. A provision providing that City shall be a third-party beneficiary of the Sublease.
3. Indemnification and Release. An indemnification clause and release of claims provision identical to that set forth in Article 23, provided that references to Tenant shall be changed to Subtenant, references to the Premises shall be changed to refer to the subleased premises, and references to Subtenant shall be changed to refer to sub-subtenants.
4. Insurance. A provision requiring the Subtenant to provide liability and other insurance in form and amounts reasonably approved by City's Risk Manager from time to time, with a clause requiring the Subtenant to cause to be named as additional insureds under all liability and other insurance policies "The City and County of San Francisco, and its Officers, Agents, Employees and Representatives" and acknowledging City's rights to demand increased coverage to normal amounts consistent with the Subtenant's business activities on the subleased premises. Tenant shall submit the insurance provision of Tenant's standard Sublease form to City for approval by the Risk Manager prior to entering into any Subleases using such form, and Tenant shall submit such insurance provision annually to City for approval or revision by the Risk Manager.
5. Effect of Master Lease Termination. A provision stating that if for any reason whatsoever this Lease is terminated, such termination shall at City's election operate to terminate the Sublease, except as otherwise provided in any non-disturbance agreement executed by City.
6. Payment of Rent on Default. A provision directing Subtenant to pay the Sublease rent and other sums due under the Sublease directly to City upon receiving written notice from City that a Tenant Event of Default has occurred.
7. Waiver of Relocation Assistance. A provision in which the Subtenant expressly waives entitlement to any and all relocation assistance and benefits in connection with this Lease.
8. City Entry Rights. A provision similar to Article 43, requiring the Subtenant to permit City to enter the subleased premises for the purposes specified in Article 43 and acknowledging and agreeing that City shall have all of the rights of access to the subleased premises described in this Lease.
9. Sublease and Assignment Profit Sharing. **HOLD OPEN FOR DISCUSSION**
(may not be required)
10. Other Transfer Provisions. A provision requiring the Subtenant to reimburse Tenant upon demand for Tenant's and City's reasonable attorneys' fees and administrative expenses incurred in connection with the review, processing and/or preparation of any

documentation in connection with any requested Transfer, and a provision in which the transferee, assignee, sub-subtenant, licensee, or concessionaire expressly waives entitlement to any and all relocation assistance and benefits in connection with this Lease, the Sublease or the subject sub-sublease, as applicable.

11. Estoppel Certificate for City. A provision requiring the Subtenant to execute, acknowledge and deliver to City, within fifteen (15) business days after request, a certificate stating to the best of the Subtenant's knowledge after diligent inquiry (a) the Sublease is unmodified and in full force and effect (or, if there have been modifications, that the Sublease is in full force and effect, as modified, and stating the modifications or, if the Sublease is not in full force and effect, so stating), (b) the dates, if any, to which any rent and other sums payable under the Sublease have been paid, (c) that no notice has been received by the Subtenant of any default hereunder which has not been cured, except as to defaults specified in such certificate, and (d) that Tenant is not then in default under the Sublease (or if Tenant is then in default, describing such default).

12. Pesticide Prohibition. A provision incorporating the requirements of Section 25.1(d) of this Lease, regarding compliance with City's Pesticide Ordinance.

13. Non-Discrimination. A provision incorporating the requirements of Section 47.2(b) of this Lease, regarding non-discrimination.

14. Prohibition on Tobacco and Alcohol Advertising. A provision substantially as follows:

Subtenant acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the City, including property which is the subject of this Sublease. This advertising prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local or, nonprofit or other entity designed to (i) communicate the health hazards of cigarettes or/and tobacco products, or to (ii) encourage people not to smoke or to stop smoking.

[NOTE: INCLUDE THE FOLLOWING SECTION EXCEPT FOR WHEN THE SUBLEASED PREMISES IS USED FOR THE OPERATION OF A RESTAURANT OR OTHER FACILITY OR EVENT WHERE THE SALE, PRODUCTION OR CONSUMPTION OF ALCOHOL IS PERMITTED:

Subtenant acknowledges and agrees that no advertising of alcoholic beverages is allowed on the premises. For purposes of this section, "alcoholic beverage" shall be defined as set forth in California Business and Professions Code Section 23004, and shall not include cleaning solutions, medical supplies and other products and substances not intended for drinking. This advertising prohibition includes the placement of the name of a company producing, selling or distributing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit or other entity designed to (i) communicate the health hazards of alcoholic beverages, (ii) encourage people not to drink alcohol or to stop drinking alcohol, or (iii) provide or publicize drug or alcohol treatment or rehabilitation services.]

15. No Personal Liability of City Personnel. A provision stating that no elective or appointive board, commission, member, officer, employee or other agent of City shall be

personally liable to Subtenant, its successors and assigns, in the event of any default or breach by City under the Lease or Sublease, or for any amount which may become due to Subtenant, its successors and assigns, or for any obligation of City under the Lease or Sublease.

16. MacBride Principles – Northern Ireland. A clause identical to that set forth in Section 47.3, provided that references to Tenant shall be changed to Subtenant.

17. Tropical Hardwood/Virgin Redwood Ban. A clause identical to that set forth in Section 47.4, provided that references to Tenant shall be changed to Subtenant and references to the Premises shall be changed to the subleased premises.

18. Card Check Ordinance. A clause identical to that set forth in Section 47.8, provided that references to Tenant shall be changed to Subtenant, the reference to subtenants shall be changed to sub-subtenants, and the reference to the Premises shall be changed to the subleased premises.

19. Resource-Efficient Building Ordinance. A clause identical to that set forth in Section 47.12, provided that the reference to Tenant shall be changed to Subtenant and the reference to the Premises shall be changed to the subleased premises.

20. Drug-Free Workplace. If any federal grants apply to the subleased premises, a clause identical to that set forth in Section 47.13, provided that the reference to Tenant shall be changed to Subtenant and the reference to the Lease shall be changed to the Sublease.

21. Preservative Treated Wood Containing Arsenic. A clause identical to that set forth in Section 47.14, provided that references to Tenant shall be changed to Subtenant.

22. Food Service Waste Reduction Ordinance. A provision substantially as follows:

Subtenant agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, with respect to food sold or produced that the premises which are the subject of this Sublease, including the remedies provided therein, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Sublease as though fully set forth herein. This provision is a material term of this Sublease. By entering into this Sublease, Subtenant agrees that if it breaches this provision, Landlord, as tenant under the Master Lease, will suffer actual damages that will be impractical or extremely difficult to determine. Without limiting Landlord's other rights and remedies, Subtenant agrees that the sum of One Hundred Dollars (\$100.00) liquidated damages for the first breach, Two Hundred Dollars (\$200.00) liquidated damages for the second breach in the same year, and Five Hundred Dollars (\$500.00) liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that Landlord, as tenant under the Master Lease, will incur based on the violation, established in light of the circumstances existing at the time this Sublease was made. Such amounts shall not be considered a penalty, but rather agreed monetary damages sustained by Landlord, as tenant under the Master Lease, because of Subtenant's failure to comply with this provision.

23. Conflicts of Interest. A provision substantially as follows:

Subtenant certifies that it has made a complete disclosure to Landlord and City of all facts bearing on any possible interests, direct or indirect, which Subtenant believes any officer or

employee of the City presently has or will have in this Sublease or in the performance thereof or in any portion of the profits thereof. Willful failure by Subtenant to make such disclosure, if any, shall constitute grounds for termination of this Sublease.