

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE (this “**Amendment**”) is made and entered into as of December 14th, 2020, by and between **SFII 1390 MARKET ST, LLC**, a Delaware limited liability company (“**Landlord**”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation, acting through the Director of Property (“**Tenant**” or “**City**”).

RECITALS

A. Landlord and Tenant are parties to that certain Office Lease dated March 6, 2006 (the “**Original Lease**”), as extended by that certain Renewal Letter dated February 25, 2010 (the “**First Extension**”), and as further extended by that certain Letter Agreement dated February 19, 2015 (the “**Second Extension**”), for the premises containing approximately 10,846 rentable square feet, and commonly known as Suites 900, 902, 903 and 906 (collectively, the “**Premises**”), all in a building known as Fox Plaza, 1390 Market Street, San Francisco, CA (the “**Building**”).

B. Under the Second Extension, Tenant exercised its second Extension Option, extending the Term to November 30, 2020.

C. Landlord and Tenant desire to further extend the Term, and make other certain amendments to the Original Lease, all subject to, and on the basis of, the terms, covenants and conditions hereinafter set forth. The Original Lease, as extended and as amended by this Amendment, is referred to herein as the “**Lease**”.

AMENDMENT

NOW THEREFORE, in consideration of the mutual agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **Lease Extension**. Landlord and City agree to extend the Term for a period of five (5) years (the “**Third Extension Term**”), commencing on December 1, 2020 (the “**Third Extension Commencement Date**”) and, unless earlier terminated pursuant to the terms and conditions of the Lease, expiring on November 30, 2025 (“**Third Extension Expiration Date**”). On the Effective Date (as defined in Section 22 of this Amendment), all references in the Lease to the Term shall mean the Term as extended to November 30, 2025.

2. **Base Rent.** As of the Third Extension Commencement Date and thereafter during the Third Extension Term, Tenant shall pay monthly Base Rent in accordance with the following:

Period	Annual Rate per Rentable Square Foot (rounded to the nearest 100 th of a dollar)	Annual Base Rent	Monthly Base Rent
December 1, 2020 – November 30, 2021	\$65.00	\$704,990.00	\$58,749.17
December 1, 2021 – November 30, 2022	\$66.95	\$726,139.70	\$60,511.64
December 1, 2022 – November 30, 2023	\$68.96	\$747,923.89	\$62,326.99
December 1, 2023 – November 30, 2024	\$71.03	\$770,361.61	\$64,196.80
December 1, 2024 – November 30, 2025	\$73.16	\$793,472.46	\$66,122.71

3. **Rent Concessions.** Notwithstanding the provisions of Section 2 above, Base Rent payable by Tenant shall be abated for the following periods, subject to the terms and conditions of Sections 7 and 8 below: (a) December 2020, January 2021 and the first fourteen (14) days of February 2021 (the “**2020-2021 Rent Concession**”), and (b) December 2021, January 2022, and the first fourteen (14) days of February 2022 (the “**2021-2022 Rent Concession**”). Landlord and Tenant acknowledge that the aggregate amount of the 2020-2021 Rent Concession equals \$146,872.93 (*i.e.*, \$58,749.17 for each of December 2020 and January 2021, and \$29,374.59 for February 2022), and the aggregate amount of the 2021-2022 Rent Concession equals \$151,279.10 (*i.e.*, \$60,511.64 for each of December 2021 and January 2022, and \$30,255.82 for February 2022), for a total of \$298,152.03.

4. **Additional Rent.** In addition to paying the Base Rent specified in Section 2 above, Tenant shall pay to Landlord Additional Rent subject to the terms, covenants and conditions set forth in Attachment 1 hereto. Attachment 1 is an interlineated copy of the Additional Rent provisions set forth in Section 6.B and Exhibit E of that certain lease between Landlord, as successor to CalFox, Inc., and the City, dated for reference purposes as of September 12, 2000, as amended (the “**City Attorney Lease**”). For the sake of clarity, Landlord and Tenant agree that the additions and deletions included in Attachment 1 reflect the parties’ intentions with respect to the differences between the terms and conditions of the City Attorney Lease and the terms and conditions of the Lease of the Premises, including, without limitation, that (a) Tenant’s Share shall be 5.10%, and (b) the Base Year shall be calendar year 2021.

Without limiting the foregoing, the parties recognize that, in calculating Operating Expenses of the Office Portion of the Building, the Building is a multi-use condominium facility with retail space and a large residential area, and that the “Office Portion of the Building”, which is owned by Landlord, is comprised of all of the office space in the Building and approximately 4,500 rentable square feet of the retail space in the Building. As a result, certain expenses shared by the office, residential and retail areas are allocated to the Office Portion of the Building by the terms and conditions of the Building CC&Rs (as defined below), and the portion of such expenses so allocated to the Office Portion of the Building shall be included in Operating Expenses.

In addition, the parties recognize that, in calculating Operating Expenses of the Office Portion of the Building, (a) costs and expenses relating to the Building's janitorial contract and supplies, the Building HVAC maintenance and repairs and the elevator maintenance and repairs, are allocated solely to the office tenants of the Building and (b) costs and expenses relating to the HVAC system serving Landlord's retail spaces are allocated solely to Landlord's retail tenants (collectively, the "**Cost Pools**"). With respect to the Operating Expenses allocated only to the Cost Pool in which Tenant or the Premises are included, Tenant's Share shall be a percentage, the numerator of which is the rentable square footage of the Premises, and the denominator of which is the total rentable square footage of the office space in the Building. Without limitation on other obligations of Tenant which survive the expiration of the Term, the obligations of Tenant to pay the Additional Rent provided for in this Section 4 and in Attachment 1, with respect to periods before the expiration or earlier termination of the Lease, shall survive the expiration or earlier termination of the Lease, provided that the foregoing does not limit Landlord's remedies for default as set forth in the Lease.

For purposes hereof, the "**Building CC&Rs**" means that certain Declaration of Covenants, Conditions and Restrictions Establishing a Plan for Condominium Ownership and Condominium Plan of 1390 Market Street, San Francisco, California, recorded on June 26, 2007 as Document No. 2007-I409653-00 in the Official Records of the City and County of San Francisco.

5. **Security Deposit.** No additional security deposit shall be required in connection with this Amendment.

6. **Tenant Work.**

6.1 At such time as Tenant submits to Landlord the plans, specifications and product samples of any proposed Tenant Work for Landlord's review and approval, Tenant may request that Landlord perform such Tenant Work using contractors reasonably approved by Tenant. If Landlord approves the proposed Tenant Work in accordance with Section 15 of the Original Lease, then Landlord shall engage a general contractor approved by Tenant to perform such Tenant Work (the "**General Contractor**"). In consideration of Landlord's coordination of the performance of the Tenant Work, Tenant shall pay Landlord a fee (the "**Coordination Fee**") in an amount equal to the greater of (a) four percent (4%) of the Tenant Work Costs (as defined in Section 6.4 below) or (b) Two Thousand Five Hundred Dollars (\$2,500.00).

6.2 Following Landlord's approval of the plans, specifications and product samples for any Tenant Work, Landlord shall deliver to Tenant a cost proposal to complete the Tenant Work as shown on such plans and specifications (the "**Cost Proposal**"). Within thirty (30) days following receipt of the Cost Proposal, Tenant shall approve the Cost Proposal or withdraw its request for Landlord to perform such Tenant Work. If Tenant fails to respond within such 30-day period, Tenant will be deemed to have withdrawn its request. If Tenant approves the Cost Proposal, ninety percent (90%) of the Cost Proposal shall, subject to Section 6.4 below, be paid by Tenant to Landlord within thirty (30) days following (a) substantial completion of the Tenant Work ("**Substantial Completion**", which, for this purpose, means that Landlord has certified in writing to Tenant that the Tenant Work has been fully completed in accordance with the approved plans and specifications, except for finishing details, decorative items, minor omissions, mechanical adjustments, and similar items of the type customarily found on an architectural punchlist) ("**Punch List Items**") and (b) Landlord's delivery to Tenant of a reasonably detailed

invoice and other evidence reasonably satisfactory to Tenant of the Tenant Work Costs. The remaining ten percent (10%) of the Cost Proposal (as the same may be increased or decreased by Change Orders (as defined in Section 6.3 below)) shall, subject to Section 6.4 below, be paid by Tenant upon completion of the Punch List Items.

6.3 If, prior to Substantial Completion, Tenant shall request changes to the proposed Tenant Work (a “**Change Order**”), Tenant shall deliver to Landlord for its approval plans and specifications for such Change Order. If Landlord does not approve the plans and specifications for such Change Order, Landlord shall, if applicable, advise Tenant of the revisions required to obtain Landlord’s approval. Tenant shall revise and redeliver the plans and specifications to Landlord within five (5) days of Landlord’s disapproval or Tenant shall be deemed to have abandoned its request for such Change Order. If Landlord approves the plans and specifications for any Change Order, Landlord shall provide Tenant notice of the cost of such Change Order. Tenant will thereafter have three (3) business days to approve or withdraw its request for such Change Order. If Tenant fails to respond within such three (3) business day period, Tenant will be deemed to have withdrawn its request for such Change Order. Tenant shall pay for all preparations and revisions of plans and specifications, and any increase in the cost of construction, resulting from all Change Orders (subject to any Alterations Allowance).

6.4 Landlord will, subject to the provisions of this Section 6, contribute to the cost of any Tenant Work that Tenant hereafter desires in or to the Premises in an amount of up to \$162,690.00 (*i.e.*, \$15.00 per rentable square foot of the Premises) (the “**Alterations Allowance**”). The Alterations Allowance may only be applied to the payment or reimbursement of the hard and soft costs incurred by Tenant in connection with the Tenant Work (including the Coordination Fee, the “**Tenant Work Costs**”); provided, however, that, subject to the terms of Section 7 below, by written notice to Landlord delivered not later than twelve (12) months following the Effective Date of this Amendment, Tenant may elect to apply (a) up to \$81,345 of any then-unused Alterations Allowance to Base Rent for the first year of the Third Extension Term (the “**Year 1 Allowance Rent Credit**”), and/or (b) up to \$81,345.00 of any then-unused Alterations Allowance to the Base Rent for the second year of the Third Extension Term (the “**Year 2 Allowance Rent Credit**”). If Tenant elects to utilize the Year 1 Allowance Rent Credit and/or Year 2 Allowance Rent Credit, Tenant’s notice to Landlord shall specify the amount of the Alterations Allowance that Tenant elects to utilize for such purposes (the remaining amount is herein referred to as the “**Remaining Allowance**”); and, if so elected by Tenant, any Year 1 Allowance Rent Credit shall be applied to the installments of Base Rent for the months of May 2021 and June 2021, until the Year 1 Allowance Rent Credit is fully exhausted; and any Year 2 Allowance Rent Credit shall be applied to the installments of Base Rent for the months of February 2022 and March 2022, until the Year 2 Allowance Rent Credit is fully exhausted. Tenant shall pay for all costs of any Tenant Work in excess of the Alterations Allowance (as the same may be reduced by Tenant’s election above).

6.5 If Tenant does not elect to have Landlord perform the Tenant Work, Landlord shall, provided that the Lease is then in full force and effect, pay the Alterations Allowance (as the same may be reduced by Tenant’s election in Section 6.4 above) to Tenant within thirty (30) days after satisfaction of each of the following conditions: (a) Tenant’s delivery to Landlord of invoices and other evidence satisfactory to Landlord of the costs incurred by Tenant for the Tenant Work; (b) Tenant’s delivery to Landlord of lien releases, in statutory form, from Tenant’s contractor, major subcontractors, and any other persons and entities providing work or

materials covered by such statement who have given a preliminary 20-day notice in accordance with California Civil Code Section 8210; and (c) with respect to any Tenant Work requiring a building permit, Tenant's delivery to Landlord of as-built plans and specifications (provided that, in all cases, Tenant shall deliver to Landlord reasonably detailed plans and specifications for any data or telecommunications lines or cabling).

6.6 If Tenant fails to utilize the Alterations Allowance (or, if applicable, any Remaining Allowance) by November 30, 2022, then the unused portion of the Alterations Allowance (or, if applicable, Remaining Allowance) shall revert to Landlord and Tenant shall have no further rights thereto.

7. **Tenant's Termination Right.**

7.1 Subject to the terms and conditions contained herein, Tenant shall have the option (the "**Termination Option**") to terminate this Lease effective as of November 30, 2022 (the "**Early Termination Date**"). The Termination Option shall be exercisable only by giving Landlord unconditional and irrevocable written notice ("**Termination Notice**") thereof no later than February 28, 2022, time being of the essence. If Tenant fails to timely exercise the Termination Option, Tenant's exercise of the Termination Option shall be null and void and the Lease shall continue in full force and effect.

7.2 Tenant's exercise of the Termination Option shall, at Landlord's election, be null and void if any monetary Default by Tenant shall exist under the Lease (*i.e.*, following applicable notice and cure periods) on the date of Landlord's receipt of Tenant's Termination Notice or at any time thereafter prior to the Early Termination Date. Any non-monetary Default by Tenant shall not allow Landlord to nullify the Termination Option, but Landlord shall have the right to pursue all remedies against Tenant permitted under this Lease with respect to the non-monetary Default. Landlord shall send notice of any rejection of Tenant's exercise of the Termination Option within ten (10) days of receipt of Tenant's exercise notice or, if due to a subsequent allegation of default, upon delivery of the default notice. Following any such notice, Tenant shall have the cure period provided for in the Lease to cure the alleged default before losing its right to the Termination Option. Upon any rejection or termination of the Termination Option, or determination that the Termination Option is null and void as provided above, Landlord shall return to Tenant any Concession Adjustment Payment (as defined below) previously made by Tenant less any amounts due to Landlord under the Lease on such date. Tenant's exercise of the Termination Option shall not operate to cure any default under the Lease by Tenant, nor to extinguish or impair any rights or remedies of Landlord arising by virtue of any default by Tenant.

7.3 If Tenant exercises the Termination Option and pays the Concession Adjustment Payment as provided in Section 8 below, Tenant shall surrender the Premises to Landlord in the condition required pursuant to Article 7 of the Original Lease on or before the Early Termination Date. If Tenant fails to so vacate and surrender possession of the Premises on the Early Termination Date, the provisions of Article 8 of the Original Lease shall apply to Tenant's continued occupancy.

8. **Concession Adjustments.** Landlord and Tenant acknowledge and agree that the total aggregate amount of monetary concessions granted by Landlord to Tenant pursuant to this Amendment is \$460,842.03 (the "**Total Rent Concession**", *i.e.*, the total of the 2020-2021 Rent

Concession, the 2021-2022 Rent Concession, the 2020-2021 Alterations Allowance, and the 2021-2022 Alterations Allowance). If Tenant exercises the Termination Option as provided in Section 7 above, as a material inducement to Landlord's agreement to terminate the Lease before the Third Extension Expiration Date, Tenant shall pay to Landlord, concurrently with Tenant's delivery to Landlord of the Termination Notice, a concession adjustment payment in the amount of \$117,973.00 (the "**Concession Adjustment Payment**"); provided, however, that Tenant may apply any unutilized portion of the Remaining Allowance against such Concession Adjustment Payment. If Tenant fails to timely exercise the Termination Option, or fails to pay the Concession Adjustment Payment as required herein, Tenant's exercise of the Termination Option shall be null and void and the Lease shall continue in full force and effect.

9. **Energy Consumption Reporting.** Tenant acknowledges that applicable laws may require Landlord to disclose certain energy consumption data for the Premises. Tenant consents to such disclosure, and agrees to provide Landlord with information about Tenant's separately metered (if any) energy consumption at the Premises (such as providing copies of Tenant's utility bills) as may be reasonably necessary to allow Landlord to make the required disclosures or, at Landlord's option, execute and deliver to Landlord an instrument enabling Landlord to obtain such information from the energy provider.

10. **Re-Measurement.** The parties acknowledge and agree that the approximate rentable square footage of the Premises set forth in the Existing Lease are deemed to be correct for all purposes of this Lease; provided, however, that Landlord may re-measure the Premises and/or the Building in accordance with the BOMA 2017 Office Standard, provided that any such re-measurement shall not affect the amount of Base Rent payable by Tenant for the Third Extension Term.

11. **Landlord's Address.** Landlord's address set forth in Section 27(A) of the Lease for notices and payment of rent and other amounts due under the Lease is hereby deleted in its entirety and replaced by the following:

Landlord's address:

SFII 1390 Market Street, LLC,
c/o Swift Real Estate Partners
260 California Street, Suite 1100
San Francisco, California 94111
Attention: David Copeland
Email: copeland@swifttrp.com

12. **Additional Provisions.** The Lease is amended and updated to include the provisions in Attachment 2, which replace the corresponding language in the Lease.

13. **No Brokers.** Tenant represents and warrants that it has not dealt with any real estate broker in connection with this Amendment, and no compensation is due to Tenant's broker in connection with this Amendment. Tenant agrees to indemnify and hold Landlord harmless for any loss, cost, liability or expense incurred by Landlord as a result of a claim for brokerage commissions or finder's fee from any broker based on the act or omission of Tenant in breach of the foregoing warranty. Landlord represents and warrants that it has not dealt with any real estate

broker in connection with this Amendment, and no compensation is due to Landlord's broker in connection with this Amendment. Landlord agrees to indemnify and hold Tenant harmless for any loss, cost, liability or expense incurred by Tenant as a result of a claim for brokerage commissions or finder's fee from any broker based on the act or omission of Landlord in breach of the foregoing warranty.

14. **Defined Terms.** All capitalized terms used but not defined in this Amendment will have the meanings set forth for such terms in the Lease. All terms that are defined in this Amendment and used in any provisions that are added to the Lease pursuant to this Amendment will have the meanings in the Lease set forth for such terms in this Amendment.

15. **Whole Agreement.** This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Except as amended herein, there shall be no other changes or modifications to the Lease between the parties and the Lease and the terms and provision contained therein shall remain in full force and effect.

16. **Miscellaneous.** This Amendment shall be binding upon the parties hereto, their heirs, successors and assigns. Except as modified hereby, there shall be no other changes or modifications to the Lease unless in writing and executed by the parties. No reference to this Amendment is necessary in any instrument or document at any time referring to the Lease. From and after the Effective Date, any reference to the Lease shall be deemed a reference to such document as amended hereby. This Amendment shall be governed by, construed and enforced in accordance with, the laws of the State of California.

17. **Confirmation of Lease.** As amended by this Amendment, Landlord and Tenant confirm and ratify in all respects the terms and conditions of the Lease, and further confirm that, except as provided in this Amendment, there are no outstanding tenant improvement obligations of Landlord regarding the Premises. The execution of this =Amendment shall not constitute a waiver of relinquishment of any rights which Landlord or Tenant may have relating to the Lease.

18. **No Joint Venture.** This Amendment or any activity by Tenant hereunder does not create a partnership or joint venture between Tenant and Landlord relating to the Lease or otherwise. This Amendment does not constitute authorization or approval by the City of any activity conducted by Landlord.

19. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, including transmittals by facsimile, all of which together shall constitute one and the same instrument.

20. **Authority.** Landlord represents and warrants to City that the execution and delivery of this Lease by Landlord has been duly authorized and does not violate any provision of any agreement, law or regulation to which Landlord or the Property is subject.

21. **Statutory Disclosures; Compliance.** For purposes of Section 1938(a) of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that the Premises have not undergone inspection by a Certified Access Specialist (CAsp). As required by Section 1938(e) of the California Civil Code, Landlord hereby states as follows: "A Certified

Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.” In furtherance of the foregoing, Landlord and Tenant hereby agree as follows: (a) any CASp inspection requested by Tenant shall be conducted, at Tenant’s sole cost and expense, by a CASp approved by Landlord, subject to Landlord’s reasonable rules and requirements; (b) such inspection shall be limited to the Premises and access to the Premises; (c) Tenant is not a Small Business and San Francisco Administrative Code Section 38.5 does not apply to this Lease; and (d) Tenant, at its sole cost and expense, shall be responsible for making any improvements or repairs to correct violations of construction-related accessibility standards identified as a result of any such inspection by Tenant, which work shall be performed in accordance with the terms of the Lease. Notwithstanding the foregoing, (A) if any disability access improvements or upgrades are triggered by the Alterations, Landlord shall make such improvements or upgrades at no cost to Tenant, and (B) notwithstanding anything to the contrary set forth in the Lease, (x) if any disability access improvements or upgrades are triggered by tenant improvements or alterations selected or performed by or on behalf of Tenant, then Tenant shall be responsible for the cost of such improvements or upgrades under the Alterations Allowance, and (y) Tenant hereby acknowledges that subject to the application Alterations Allowance to the cost thereof, Tenant shall be solely responsible for compliance with applicable laws, regulations and ordinances (including with respect to any upgrades or modifications required by the ADA or any similar statutes) arising from or triggered by any tenant improvements, alterations or additions performed by or on behalf of Tenant.

22. **Effective Date.** This Amendment shall become effective on the date (the “**Effective Date**”) that (i) the City’s Board of Supervisors enacts such resolution authorizing this Amendment and (ii) the Amendment is fully executed and delivered by both parties.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, LANDLORD ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY HERETO UNLESS AND UNTIL CITY’S BOARD OF SUPERVISORS SHALL HAVE DULY ADOPTED A RESOLUTION APPROVING THIS AMENDMENT AND AUTHORIZING CONSUMMATION OF THE TRANSACTION CONTEMPLATED HEREBY. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY HEREUNDER ARE CONTINGENT UPON ADOPTION OF SUCH A RESOLUTION, AND THIS AMENDMENT SHALL BE NULL AND VOID UNLESS CITY’S MAYOR AND BOARD OF SUPERVISORS APPROVE THIS AMENDMENT, IN THEIR RESPECTIVE SOLE AND ABSOLUTE DISCRETION, AND IN ACCORDANCE WITH ALL APPLICABLE LAWS. APPROVAL OF THIS AMENDMENT BY ANY DEPARTMENT, COMMISSION OR AGENCY OF CITY SHALL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ADOPTED NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON CITY.

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IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment as of the day and year first above written.

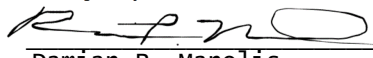
LANDLORD:

SFII 1390 MARKET STREET, LLC,
a Delaware limited liability company

By: SFII 1390 Market Mezz, LLC,
a Delaware limited liability company
its Sole Member

By: Swift Real Estate Partners Fund II REIT II, LLC,
a Delaware limited liability company
its Manager

By: Swift Real Estate Partners Fund II, L.P.,
a Delaware limited liability company
its General Partner

DocuSigned by:
By: 
Name: Damian P. Manolis
Its: VP

Dated: December 14, 2020

[signatures continue on the following page]

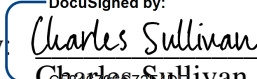
CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Andrico Q. Penick
Director of Property

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By:  _____
Charles Sullivan
Deputy City Attorney

ATTACHMENT 1

Additional Rent Provisions

See Attached

ATTACHMENT 2

Updated City Provisions

Conflicts of Interest

Through its execution of this Lease, Landlord acknowledges that it is familiar with the provisions of Article III, Chapter 2 of City's 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 Landlord becomes aware of any such fact during the Term of this Lease, Landlord shall immediately notify City.

Notification of Limitations on Contributions

Through its execution of this Lease, Landlord acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing of any land or building to or from the City whenever such transaction would require approval by a City elective officer, the board on which that City elective officer serves, or a board on which an appointee of that individual serves, from making any campaign contribution to (a) the City elective officer, (b) a candidate for the office held by such individual, or (c) a committee controlled by such individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Landlord acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Landlord further acknowledges that the prohibition on contributions applies to each Landlord; each member of Landlord's board of directors, and Landlord's chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Landlord; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Landlord. Additionally, Landlord acknowledges that Landlord must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Landlord further agrees to provide to City the name of each person, entity or committee described above.

Non Discrimination in City Contracts and Benefits Ordinance.

Covenant Not to Discriminate

In the performance of this Lease, Landlord will not to discriminate against any employee of Landlord, any City employee working with Landlord, any applicant for employment with Landlord, 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 those protected classes, or in retaliation for opposition to discrimination against those classes.

Subcontracts

Landlord will include in all subcontracts relating to the Premises a non-discrimination clause applicable to the subcontractor in substantially the form of subsection (a) above. In addition, Landlord will incorporate by reference in all subcontracts the provisions of San Francisco Administrative Code Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 and require all subcontractors to comply with those provisions. Landlord's failure to comply with the obligations in this subsection will constitute a material breach of this Lease.

Non-Discrimination in Benefits

Landlord does not as of the date of this Lease, and will not during the Term, in any of its operations in San Francisco, on real property owned by City, or where the work is being performed for City 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 the employees, where the domestic partnership has been registered with a governmental entity under state or local law authorizing that registration, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2(b).

CMD Form

As a condition to this Lease, Landlord will execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division (the "CMD"). Landlord represents that before execution of the Lease: (i) Landlord executed and submitted to the CMD Form CMD-12B-101 with supporting documentation, and (ii) the CMD approved the form.

Incorporation of Administrative Code Provisions by Reference

The provisions of San Francisco Administrative Code Chapters 12B and 12C relating to non-discrimination by parties contracting for the lease of property to City are incorporated into this Section by reference and made a part of this Lease as though fully set forth. Landlord will comply fully with and be bound by all of the provisions that apply to this Lease under Administrative Code Chapters 12B and 12C, including the remedies provided in those Chapters. Without limiting the foregoing, Landlord understands that under San Francisco Administrative Code Section 12B.2(h) a penalty of Fifty Dollars (\$50) for each person for each calendar day during which that person was discriminated against in violation of the provisions of this Lease may be assessed against Landlord and/or deducted from any payments due Landlord.

Tropical Hardwood and Virgin Redwood Ban

Except as expressly permitted by San Francisco Environment Code Sections 802(b) and 803(b), neither Landlord nor any of its contractors may provide any items to City in the construction of the Leasehold Improvements or otherwise in the performance of this Lease that are tropical hardwood, tropical hardwood wood products, virgin redwood, or virgin redwood wood

products. 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.

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

Bicycle Parking Facilities

San Francisco Planning Code (the "**Planning Code**") Article 1.5, Section 155.3 requires that bicycle parking must be provided at City-leased buildings at no cost to Landlord. During the Term, City will have the right to install and maintain, at no cost to Landlord, all Class 1 Bicycle Parking Spaces (as defined in the Planning Code) and all Class 2 Bicycle Parking Spaces (as defined in the Planning Code) in the Building locations required under the Planning Code.

Resource-Efficient City Buildings

Landlord 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 City buildings. Landlord will comply with all applicable provisions of those code sections.