

STATE OF CALIFORNIA

**EMERGENCY LEASE AGREEMENT  
(2333 Buchanan Street, San Francisco, CA)**

LEASE COVERING PREMISES LOCATED AT  
2333 Buchanan Street, San Francisco, CA

LESSOR'S FED. TAX. I.D., NO. OR SOCIAL SECURITY NO.

**Lease File No.:**  
**Project No.:**

LESSEE AGENCY  
California Department of Public Health

THIS LEASE ("**Lease**"), dated for reference purposes as April 3, 2020 by and between Sutter Bay Hospitals, a California nonprofit public benefit corporation, dba California Pacific Medical Center ("**Landlord**"), without distinction as to number or gender, and the State of California, as the Lessee acting by and through California Department of Public Health ("**State**"). The State and Landlord are collectively referred to herein as the "**Parties**".

**RECITALS**

A. WHEREAS, Landlord is the owner of a building that formerly operated as a general acute care hospital facility located at 2333 Buchanan Street, San Francisco, California (the "**Building**").

B. WHEREAS, the State finds that this Lease and all of its terms are necessary in order to give effect to California Governor Gavin Newsom's Emergency Proclamation issued March 4, 2020, and subsequent Executive Orders related to the state's response to the COVID-19 State of Emergency including but not limited to EO-N-25-20 issued March 12, 2020. The State also finds that the use of the Building is necessary to mitigate the effects of the COVID-19 emergency.

C. WHEREAS, the Parties desire to enter into this Lease to set forth their rights and obligations to each other relating to the Building.

NOW, THEREFORE, in consideration of the above recitals, all of which are expressly incorporated into this Lease, and the mutual promises and covenants contained in this Lease, the Parties agree as follows:

**AGREEMENT**

**1. Premises and Appurtenances; Building Condition; Landlord Reserved Area.**

- a. Lease of Premises. The Landlord hereby leases unto the State and the State hereby hires from the Landlord an approximately 166,672 rentable square foot portion of the Building with appurtenances and leasehold improvements in existence as of the Effective Date (the "**Leasehold Improvements**") (collectively, the "**Premises**"), as more particularly depicted on **Exhibit A**, attached hereto and incorporated herein. The Building consists of approximately 300,800 square feet. The size of the Premises and Building is based on Landlord's best estimate using available Building plans and is not subject to re-measurement by the State.

- b. As-Is, Where-Is Condition. By taking possession of the Premises, the State shall be conclusively presumed to establish that the Premises and the Leasehold Improvements were at such time in satisfactory condition. The State further, by taking possession of the Premises, expressly acknowledges and represents to Landlord that the State is accepting the State's interest in, and possession of, the Premises and the Leasehold Improvements (as defined below) in their present condition "**As Is**," including, but not limited to, the physical condition and environmental aspects of the Building, the nature and extent of the Leasehold Improvements (such as, but not limited to, carpeting, wall and window coverings, electrical outlets, fire sprinkler system, lighting fixtures and air-conditioning ducts and returns) and all applicable laws and matters shown in the public records affecting or related to the Building, or any part thereof, including, but not limited to, building and safety codes, zoning ordinances, land use restrictions and regulations and other such matters. The State acknowledges and represents to Landlord that neither Landlord nor any agent or representative of Landlord has made any representation, warranty or promise with respect to the Building, or any part thereof, including the Premises, including, but not limited to, any zoning ordinance or land use restriction or regulation regulating or affecting the use thereof; that the State has satisfied itself with the condition of the Premises and the suitability of the Premises for the State's "**Permitted Use**" (as defined below), including, but not limited to, the applicability of any zoning ordinance and/or land use restriction or regulation; and that the State has made such investigations as the State deems necessary with reference to the Premises and the Building and assumes all responsibility therefor as the same relate to the State's occupancy thereof.
- c. Post- Acute Care; Health Facility Compliance. The State expressly acknowledges that the Premises are currently unlicensed for use as an inpatient health facility and not in compliance with California Department of Public Health ("**CDPH**") licensing requirements, Office of Statewide Health Planning and Development ("**OSHPD**") requirements and other code requirements that may be required to operate the Premises for the State's Permitted Use. The State expressly assumes all liability and responsibility for licensing the Premises, if required, for the Permitted Use and for compliance with any and all local, state and federal codes and regulations applicable to operate the Premises for the Permitted Use and for credentialing all clinical staff in the Premises, if required. For the purposes of clarification and not of limitation, the indemnity provisions set forth in Paragraph 20 below expressly apply to the State's obligations under this Paragraph 1c.
- d. Common Areas. Subject to the Landlord Reserved Areas, the State shall have the nonexclusive right to use in common with other occupants, employees, licensees and invitees visiting the Building in connection with the Landlord Reserved Areas, the following appurtenant areas to the Premises (collectively, the "**Common Areas**"): the common entrances, lobbies, corridors, public restrooms, elevators, stairways, stairwells and accessways, loading docks, ramps, trash area roadways, sidewalks, walkways, driveways, landscaped areas, drives and platforms and any passageways and serviceways thereto and the common pipes, conduits, wires and appurtenant equipment servicing the Premises and common walkways and sidewalks necessary for access to the Building.
- e. Landlord Reserved Areas. The Premises do not include, and Landlord expressly reserves, the use of certain portions of the Building including portions located on the lobby level, the second floor of the Building, Basement Level B, which Landlord is reserving for radiation and oncology services, and Basement Level C, which contains a "central plant" servicing the Building and immediately adjacent buildings

(the "**Landlord Reserved Areas**"), as more particularly depicted on **Exhibit A**. Access to the Landlord Reserved Areas by Landlord's invitees and employees shall be limited to the areas depicted on **Exhibit A**. The State acknowledges and agrees that Landlord may perform construction within the second floor of the Landlord Reserved Areas during the Term of this Lease, but will use its best efforts to avoid any interference with the State's use of the Premises for the Permitted Use and the State agrees to use its best efforts to avoid interference with Landlord's construction activities.

- f. **Exclusive Entrances.** Notwithstanding anything to the contrary set forth in Paragraph 1d above regarding Common Areas, the State acknowledges and agrees that its access to the Building shall be strictly limited to those entrance areas particularly depicted on **Exhibit A** attached hereto and incorporated herein. Due to the infectious nature of COVID-19 patients entering the Building, and the immune compromised nature of patients visiting portions of the Landlord Reserved Areas, entrances to the Building and the Landlord Reserved Areas shall be specifically identified and controlled. The State shall supply sufficient security personnel to ensure that the States' employees, licensees, invitees and patients remain solely within the Premises and entrance area for the same, 24 hours a day, 7 days a week. The Landlord shall also supply security for the Building, the cost for which will be included as a Direct Expense.
- g. **The State's Percentage.** For the purpose of determining the State's share of Direct Expenses, as defined below, is 55.40%%.

## 2. **Term; Effective Date; Delivery of Premises.**

The terms of this Lease shall be effective as of the date this Lease is last signed by the parties hereto (the "**Effective Date**"). The term of this Lease (the "**Term**") shall commence on the date the Premises are delivered by Landlord to the State for the Permitted Use (the "**Commencement Date**"), and shall terminate 6 months thereafter, with such rights of termination as may be hereinafter expressly set forth. The commencement of the Term shall be evidenced by the Confirmation of Lease Terms, in the form attached hereto and incorporated herein as **Exhibit B**. As of the Effective Date: (i) the Landlord shall immediately proceed to prepare the Premises for delivery to the State; and (ii) the State shall be responsible for all costs hereunder, including without limitation, the obligation of the State to reimburse Landlord for Landlord's Start - Up Costs, regardless of whether the State accepts possession of the Premises for its intended use, and regardless of whether the Landlord's Start-up Costs were incurred prior to the Effective Date.

## 3. **Early Termination.**

The State may terminate this Lease at any time following the first 30 days of the Term by giving written notice to the Landlord at least thirty 30 days prior to the date when such termination shall become effective. If the State fails to complete its move out within the notice period and remains in the Premises, Base Rent shall be subject to the Holdover conditions set forth in Paragraph 15 below, and Base Rent and Additional Rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the State occupies the Premises following the effective date of termination. Further, the foregoing early termination right shall be conditioned upon the State's performance of all of its obligations set forth herein, including without limitation, reimbursement of "Landlord's Start - Up Costs" (as defined in Paragraph 5c(ii) below).

#### 4. Permitted Uses

The State shall use the Premises for the operation of a health facility for post-acute care of COVID-19 positive patients only, including outpatient services, ambulance services, and any other lawful purpose in response and solely related to the COVID-19 pandemic (the "**Permitted Uses**"). The Permitted Uses are expressly limited to responding to the COVID-19 pandemic and the treatment of patients diagnosed with COVID-19. Any other use must be approved by Landlord, and such approval may be withheld in Landlord's sole and absolute discretion. The State assumes responsibility for all state and local agency approvals required in connection with the Permitted Uses. Further, the State assumes responsibility for licensure and credentialing of all clinical staff at the Premises. During the Term, including any holdover period, State shall have access and exclusive control, possession, occupancy, use, and management of the Premises 24 hours per day, seven (7) days per week with no exceptions, except in connection with the Landlord Reserved Areas. However, Landlord reserves the right to access the Premises from time to time to install, use, maintain, repair and replace pipes, ducts, conduits, wires and appurtenant meters and equipment for service to other parts of the Building above the ceiling surfaces, below the floor surfaces, within the walls and in the central core areas; and to relocate any of such items included in the Premises that are located therein or located elsewhere outside the Premises. Landlord agrees to provide the State with reasonable notice of such activities and the anticipated effect such activities may have on the State's ability to conduct business during such activities and to use its best efforts to minimize or eliminate any disruption to the State's use of the Premises.

#### 5. Base Rent; Additional Rent;

Rental payments shall be paid by the State, from legally available funds and subject to the California Constitution, during the Term as follows:

- a. Base Rent. The State agrees to pay to Landlord "Base Rent" in the amount of \$4.00 per rentable square foot, or the amount of \$666,688.00 per month, without notice, demand, counterclaim, set-off, deduction, defense, abatement, suspension, deferment, diminution or reduction, free from any charges, assessments, impositions, expenses or deductions of any kind whatsoever, on the first (1<sup>st</sup>) day of each and every calendar month during the Term commencing as of the Commencement Date. If the Term of this Lease commences or ends on a day other than the first (1<sup>st</sup>) day or last day of a calendar month, respectively, then the rental for such period shall be prorated based on the number of days in such calendar month for each day this Lease is in effect during such period, and such rental shall be paid at the commencement of such period.
- b. Additional Rent. In addition to Base Rent, the State agrees to pay as additional rent the expenses set forth in Paragraph 5c, as and when provided in this Paragraph 5, without deduction or offset ("**Additional Rent**"). This Lease is a "triple-net lease" and as such, the State is required to pay all costs, taxes and maintenance and expenses incurred in connection with the operation of the Premises, whether as a expense billed directly to the State by a third party, or a "Direct Expense" (as defined below) incurred by Landlord. Landlord shall not be responsible for any maintenance within the Premises.
- c. For the purposes of this Lease and the State's obligation to pay Additional Rent, the following terms are defined as follows:
  - i. "**The State's Percentage Share**": That portion of the total area of the Building occupied by the State as set forth as a percentage in Paragraph 1g above.



- ii. **"Direct Expenses"**: All direct costs of operation, repair and maintenance of the Building and the Common Areas (including replacements) as determined by standard accounting practices, calculated assuming the Building is one hundred percent (100%) occupied, including the following costs by way of illustration, but not limitation: all costs associated with the operation, repair, and maintenance of plant and building systems and information systems infrastructure; costs associated with staffing to maintain plant and building systems and information system infrastructure; water and sewer charges; the net cost and expense of insurance for which Landlord is responsible hereunder or that Landlord reasonably deems necessary in connection with the operation of the Building and any applicable deductibles; electricity, gas and other utility costs; security; labor and labor-related costs; air conditioning; waste disposal; heating; ventilating; elevator maintenance; the cost of capital improvements (if any); and landscaping, maintenance and costs of upkeep of all Common Areas. Direct Expenses shall not include depreciation on the Building or equipment therein, or Landlord's executive salaries.
- iii. **"Landlord's Start-up Costs"**: All costs incurred by Landlord to prepare: (i) the Premises in a broom-clean condition, (ii) information system infrastructure and configurations, (iii) elevator configurations, (iv) security measures required in connection with this Lease; (v) removal of existing services and certain personal property; (vi) temporary walls with wayfinding signage; (vii) healthcare infrastructure systems. Details regarding the information system infrastructure are set forth on **Exhibit C**, attached hereto and incorporated herein
- d. **Payment**. All Rents and other sums payable by the State to Landlord hereunder shall be paid in legal United States tender to Landlord at the address designated by Landlord in Paragraph 6 below or at such other place as Landlord may hereafter designate in writing. Following receipt of an invoice detailing the Landlord's Start-Up Costs and the State's Percentage Share of Direct Expenses, the State shall pay the same within 30 days of Landlord's delivery of such invoice. Landlord expects to invoice the State for the State's Share of Direct Expenses on a monthly basis. Landlord shall endeavor to deliver an invoice for Landlord's Start-up Costs within 30 days following the commencement of the Term.

#### 6. Notices.

All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and either: 1) deposited in the United States Mail, certified and postage prepaid; or 2) sent via and alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver's signature required; and addressed as follows:

**To the Landlord:**

California Pacific Medical Center  
Attn: CPMC Real Estate  
1375 Sutter Street, Suite 205  
San Francisco, CA 94109

**With a Copy to:**

Sutter Health Facility & Property Services  
Attn: Director of Real Estate  
2200 River Plaza Drive  
Sacramento, CA 95833  
(916) 566-4801 (Facsimile)

**To the State:**

California Dept. of Public Health  
Attention: Jen Hill  
Licensing and Certification Program  
1616 Capitol Avenue, MS 3202  
Sacramento, CA 95814  
(916) 552-8722 (Telephone)  
Jennifer.Hill3@cdph.ca.gov

**ALL NOTICES AND CORRESPONDENCE MUST REFERENCE  
LESSEE AGENCY AND PREMISES ADDRESS**

**7. Parking.**

There are no parking spaces provided in connection to this Lease. The State will endeavor to obtain parking arrangements for its, contractors, operators, employees, licensees and invitees in a location other than the parking garage located at the corner of Sacramento Street and Webster.

**8. Services and Utilities.**

Landlord, at the State's sole cost and expense, during the Term of the Lease, including any holdover period, shall furnish the following services and utilities to the Premises:

- a. Sewer, non-hazardous waste disposal, and water service, including both hot and cold water to the lavatories.
- b. Elevator service and Building security (the latter as described above in Paragraph 1.f).
- c. Electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning, and electrical or gas service as needed for State's Permitted Use under this Lease.

**9. Taxes.**

The State acknowledges that it understands that Landlord is a nonprofit public benefit corporation entitled to certain welfare tax exemptions due to its nonprofit status. Accordingly, if any of the State's activities in the Premises or the Building negatively affect Landlord's ability to claim a welfare tax exemption for the Building (or any other real property owned by the Landlord or its affiliates), the State shall be solely responsible for such taxes. Further, the State shall be responsible for any local taxes levied against the Premises or the State's personal property.

**10. Assignment and Subletting.**

The State shall not assign this Lease or sublease the Premises without prior written consent of the Landlord, which consent may be withheld in its sole and absolute discretion.

**11. Quiet Possession.**

The Landlord agrees that the State, while keeping and performing the covenants herein contained, shall at all times during the existence of this Lease, peaceably and quietly have, hold, and enjoy the Premises without suit, trouble, or hindrance from the Landlord or any person claiming under Landlord.

## **12. Destruction.**

If the Premises are fully destroyed by fire or casualty, this Lease shall terminate, effective on the date of such casualty. If the Premises are partially destroyed by fire or casualty, upon not less than 30 days' written notice to Landlord following the date of such casualty, the State may either (i) terminate this Lease, or (ii) elect to repair and restore the Premises, at its sole cost and expense. It is understood and agreed that the State or its agent has the right to enter the destroyed or partially destroyed Premises no matter what the condition.

## **13. Subrogation Waived.**

To the extent authorized by any fire and extended coverage insurance policy issued to Landlord on the Premises, and not affecting the indemnity obligations of the State set forth in Paragraph 20, Landlord hereby waives the subrogation rights of the insurer, and releases the State from liability for any loss or damage covered by said insurance.

## **14. Fair Employment Practices.**

During the performance of this Lease, the Landlord shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Landlord shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Landlord shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and the regulations or standards adopted by the awarding State agency to implement such article.

## **15. Holding Over.**

If the State remains in possession of the Premises after the expiration of the Term, and the parties have not mutually agreed to extend the Term of this Lease, possession of the Premises after such expiration or termination shall be unlawful and shall entitle Landlord to immediate recovery of possession by summary proceedings as well as any and all damages resulting therefrom. Such unlawful possession further shall be subject to all of the terms and provisions of this Lease except that the State shall be responsible for the payment of an amount (on a per month basis without reduction for any partial months during the holdover) equal to two hundred percent (200%) of the Rent due for the period immediately preceding the holdover. No holdover by the State or payment by the State after the expiration of the Term or termination of this Lease shall be construed to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise. If Landlord, as a result of the State's holdover (A) is unable to deliver possession of the Premises to a new tenant, (B) is unable to perform improvements for a new tenant or (C) otherwise is harmed or incurs costs, the State shall be liable for any and all damages that Landlord suffers from such holdover, whether in law or equity, including, but not limited to, liability and losses incurred by Landlord with respect to the new tenant. The provisions of this Paragraph 15 are in addition to and do not affect Landlord's rights of reentry or any rights of Landlord hereunder or as otherwise provided by law.

## **16. Surrender of Possession, Restoration.**

Upon termination or expiration of this Lease, the State shall: (i) peacefully surrender to the Landlord the Premises in as good order and condition as when received, except for reasonable use and wear thereof, (ii) at State's sole cost and expense, comply with all repair and

maintenance obligations set forth herein, including decontamination of the Premises from the presence of any communicable diseases associated with the State's use of the Premises under this Lease, and (iii) any equipment installed by the State shall be and remain the property of the State, and State shall remove such property when vacating the Premises. State shall restore all surfaces, including floors and walls, to the condition existing prior to its installation, including repair of damaged floor tile and patching and repainting damaged wall surfaces to match adjacent existing surfaces. The State shall reimburse the Landlord for expenses incurred by Landlord to relocate personal property back to the Premises at the expiration of the Term.

#### **17. Time of Essence, Binding Upon Successors.**

Time is of the essence of this Lease, and the terms and provisions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective Parties hereto. All of the Parties hereto shall be jointly and severally liable hereunder.

#### **18. No Oral Agreements.**

It is mutually understood and agreed that no alterations or variations of the terms of this Lease shall be valid unless made in writing and signed by the Parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the Parties hereto.

#### **19. Insurance.**

Landlord understands and agrees to the following:

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link:

<https://www.dgs.ca.gov/ORIM/Services/Page-Content/Office-of-Risk-and-Insurance-Management-Services-List-Folder/File-a-Government-Claim>

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, [claims@dgs.ca.gov](mailto:claims@dgs.ca.gov). If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link:

<https://www.dgs.ca.gov/ORIM/Services/Page-Content/Office-of-Risk-and-Insurance-Management-Services-List-Folder/File-a-Government-Claim>

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

The State shall, during the Term of the Lease, and at the State's sole cost and expense, obtain, maintain and keep in full force and effect, for the protection of the State and Landlord, property insurance (at least as broad as ISO Special Form Causes of Loss CP 1030) upon



property of every description and kind owned by the State and located in the Building or for which the State is legally liable or installed by or on behalf of the State, without limitation, furniture, fittings, tenant improvements, fixtures and any other personal property, in an amount not less than one hundred percent (100%) of the full replacement cost thereof with an agreed amount endorsement. Landlord shall be named as an additional insured.

## **20. Indemnification.**

As authorized by Government Code Section 14662.5, the State agrees to protect, indemnify and defend Landlord and its agents, employees and representatives against and save Landlord and its agents, employees and representatives harmless from any and all loss, cost, liability, damage and expense, including, without limitation, reasonable attorneys' fees and costs and fees and costs of expert witnesses, and including death and injury of employees of the State, incurred in connection with or arising from: (A) any default by the State in the observance or performance of any of the terms, covenants or conditions of this Lease on the State's part to be observed or performed; (B) the use or occupancy or manner of use or occupancy of the Premises by the State, the State's agents, servants, employees, contractors or invitees or any entity claiming through or under the State; (C) the condition of the Premises or any occurrence on the Premises from any cause whatsoever, including, but not limited to the actual or threatened contamination from communicable diseases of any part of the Landlord's building or adjacent properties (not limited to the Premises) which results in clean up, closure, or suspended business operations, or the use, storage and disposal of Hazardous Substance by the State, the State's agents, servants, employees, contractors, invitees or any entity claiming through or under the State, except to the extent caused by the gross negligence or willful misconduct of Landlord; (D) the State's conducting of the State's business; or (E) any acts, omissions or negligence of the State, the State's agents, servants, employees, contractors or invitees in, on or about the Premises. In case any action or proceeding is brought against Landlord by reason of any such matter, the State upon notice from Landlord shall defend the same at the State's expense, by counsel reasonably satisfactory to Landlord, and Landlord shall cooperate with the State in such defense. Landlord need not first have paid any such claim in order to be so indemnified. The State's obligations under this Paragraph 20 shall survive the termination of this Lease.

## **21. Compliance with Laws.**

The State shall not use or occupy the Premises in violation of any laws, rules, regulations, ordinances, directives, orders, covenants, easements and restrictions of record, permits, the requirements of any applicable fire insurance underwriter or rating bureau or the recommendations of Landlord's engineers or consultants (collectively, "applicable laws") or of the certificate of occupancy issued for the Building of which the Premises are a part, and shall, upon five (5) days' written notice from Landlord, discontinue any use of the Premises that is declared by any governmental authority having jurisdiction to be a violation of applicable laws or of such certificate of occupancy. Without limiting the generality of the foregoing, the State shall comply with any direction of any governmental authority having jurisdiction or applicable laws that shall, by reason of the nature of the State's use or occupancy of the Premises, impose any duty upon the State or Landlord with respect to the Premises or with respect to the use or occupation of the Premises, including, but not limited to, the Americans with Disabilities Act of 1990 (42 United States Code section 12101 et seq.) and all amendments thereto and regulations promulgated thereunder and the State of California accessibility requirements, as the same may be amended from time to time (collectively, the "ADA"), including any structural modification of the Premises required thereunder.

Without limiting the generality of the foregoing, the State shall comply with all applicable laws pertaining to industrial hygiene; environmental conditions on, in, under or about the Premises, including soil and groundwater conditions; and the use, disposal or removal of any Hazardous Substance (as hereafter defined). For purposes of this Lease, "Hazardous

Substance" shall include, without limitation, any substance that on the date of this Lease or at any subsequent time is regulated or governed by, requires investigation or remediation under or is defined or listed as "hazardous substances," "hazardous wastes," "extremely hazardous wastes," "hazardous materials," "toxic substances," "medical wastes" or "restricted hazardous wastes" or stated to be known to cause cancer or reproductive toxicity in any federal, state or local statute, ordinance, rule or regulation applicable to the Premises, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (Title 42 United States Code sections 9601-9675); the Resource Conservation and Recovery Act (Title 42 United States Code sections 6901-6992k); the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code sections 25300-25395.45); the Hazardous Waste Control Law (California Health and Safety Code sections 25100-25250.25); the Hazardous Materials Transportation Act (Title 49 United States Code section 5101, et seq., as amended); the Federal Water Pollution Control Act (Clean Water Act) (Title 33 United States Code section 1251 et seq., as amended); or Sections 25281 or 25501 of the California Health & Safety Code, as amended; or in regulations implementing any of the foregoing; or similar federal, state or local statutes and ordinances and their successor statutes and ordinances in effect from time to time; or in regulations implementing any of them; or that has been or shall be determined at any time by any governmental entity or court of competent jurisdiction to be a hazardous or toxic substance regulated under any such law. "Hazardous Substance" shall also include raw materials, building components, the products of any manufacturing or other activities on the Leasehold Improvements, wastes and petroleum in its various forms and source, special nuclear or by-product material as defined in the Atomic Energy Act of 1954 (Title 42 United States Code section 2011, et seq., as amended). "Hazardous Substance" further shall include any material, waste or substance that is (A) radon gas and petroleum or petroleum fractions, (B) asbestos or asbestos-containing materials, (C) polychlorinated biphenyls, (D) a chemical substance or mixture regulated under the Toxic Substances Control Act of 1976 (Title 15 United States Code section 2601, et seq., as amended), (E) flammable explosives or (F) radioactive materials, whether or not defined as a hazardous waste or hazardous substance in any statute, ordinance, rule or regulation. "Hazardous Substance" further shall include such other substances, materials and wastes that are or become regulated as hazardous or toxic under applicable local, state or federal law.

## 22. Prevailing Wage Provision.

In the event that any work performed by Landlord and/or Landlord's contractors under this Lease is defined as "**public works**" pursuant to Labor Code §1720.2, the following shall apply:

- a. Landlord and/or Landlord's contractors shall comply with prevailing wage requirements and be subject to restrictions and penalties in accordance with §1770 et seq. of the Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts.
- b. The Landlord and/or Landlord's contractors shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates which Landlord will post at the job site. All prevailing wage rates shall be obtained by the Landlord and/or Landlord's contractors from:

Department of Industrial Relations  
Division of Labor Statistics and Research  
455 Golden Gate Avenue, 8th Floor  
San Francisco, California 94102  
Phone: (415) 703-4774  
Fax: (415) 703-4771

For further information on prevailing wage:  
[http://www.dir.ca.gov/dlsr/statistics\\_research.html](http://www.dir.ca.gov/dlsr/statistics_research.html)

- c. Landlord and/or Landlord's contractors shall comply with the payroll record keeping and availability requirement of §1776 of the Labor Code.
- d. Landlord and/or Landlord's contractors shall make travel and subsistence payments to workers needed for performance of work in accordance with the Labor Code.
- e. Prior to commencement of work, Landlord/ and/or Landlord's contractors shall contact the Division of Apprenticeship Standards and comply with §1777.5, §1777.6, and §1777.7 of the Labor Code and Applicable Regulations.

### **23. Alterations**

- a. Landlord has no obligation, and has made no promise, to alter, remodel, improve, repair, decorate, paint, clean or otherwise do any work in or about the Premises, or any part thereof. The State hereby waives all rights under, and benefits of, Subsection 1 of Section 1932, Sections 1941 and 1942 of the California Civil Code and any similar law now or hereafter in effect.
- b. The State shall make no alterations or improvements to the Premises ("**Alterations**") without the prior written consent of Landlord. At such time as the State requests approval of any Alterations, the State shall submit to Landlord complete plans and specifications with respect to the same and such other documents and information as Landlord shall request. Landlord may withhold its consent to such Alterations in its sole discretion for any reason, including, but not limited to, if the proposed Alterations adversely would affect the structure or safety of the Building or its electrical, plumbing, HVAC, mechanical or safety systems or if such proposed Alterations would create an obligation on Landlord's part to make modifications to the Building (in order, for example, to comply with laws such as the ADA mandating Building accessibility for persons with disabilities).
- c. The State acknowledges that installation of telephone lines, cables and other electronic telecommunications services and equipment shall be subject to this provision. The State further acknowledges that the installation of voice equipment or low-voltage cabling that may result in the State's utilization of the Building's telecommunications equipment rooms shall be subject to this provision. The placement of any such voice equipment or low-voltage cabling must be approved by Landlord as well as the Telecommunications Department of Sutter Health and otherwise shall be subject to the terms and provisions of Paragraph 23.b.
- d. Any approved Alterations shall be completed by the State at the State's sole cost and expense: (1) with due diligence, in a good and workmanlike manner, using new materials; (2) in compliance with plans and specifications approved by Landlord; (3) in compliance with the construction rules and regulations promulgated by Landlord from time to time; (4) in accordance with all applicable laws (including all work, whether structural or non-structural, inside or outside the Premises, required to comply fully with all applicable laws and necessitated by the State's work); and (5) subject to all conditions that Landlord may impose. Such conditions may include requirements for the State to: (1) provide

payment or performance bonds or additional insurance (from the State or the State's contractors, subcontractors or design professionals); (2) use contractors or subcontractors designated by Landlord; (3) remove all or part of the Alterations prior to or upon expiration or termination of the Term, as designated by Landlord; and (4) have all work performed outside of normal business hours for the Building. If any work outside the Premises, or any work on or adjustment to any of the Building systems, is required in connection with or as a result of the State's work, such work shall be performed at the State's expense by contractors designated by Landlord. Landlord's right to review and approve (or withhold approval of) the State's plans, drawings, specifications, contractor(s) and other aspects of construction work proposed by the State is intended solely to protect Landlord, the Building and Landlord's interests. No approval or consent by Landlord shall be deemed or construed to be a representation or warranty by Landlord as to the adequacy, sufficiency, fitness or suitability thereof or compliance thereof with applicable laws or other requirements. All Alterations shall upon installation become part of the realty and be the property of Landlord, subject to removal as provided herein. Before making any Alterations, the State shall submit to Landlord, for Landlord's prior approval, reasonably detailed final plans and specifications prepared by a licensed architect or engineer; a copy of the construction contract, including the name of the contractor and all subcontractors proposed by the State to make the Alterations; and a copy of the contractor's license. The State shall reimburse Landlord upon demand for any expenses reasonably incurred by Landlord in connection with any Alterations made by the State, including reasonable fees charged by Landlord's contractors or consultants to review plans and specifications prepared by the State and to update the existing as-built plans and specifications of the Building to reflect the Alterations. The State shall obtain all applicable permits, authorizations and governmental approvals and deliver copies of the same to Landlord before commencement of any Alterations.

#### **24. Telecommunications.**

- a. The State acknowledges and agrees that all telephone and telecommunications services desired by the State shall be ordered and utilized at the sole expense of the State. All of the State's telecommunications equipment shall be and remain solely in the Premises and the telephone closet servicing the Premises, in accordance with written rules and regulations adopted by Landlord from time to time. Landlord shall have no responsibility for the maintenance of the State's telecommunications equipment, including wiring, nor for any wiring or other infrastructure to which the State's telecommunications equipment may be connected. The State agrees that, to the extent any such service is interrupted, curtailed or discontinued, Landlord shall have no obligation or liability with respect thereto and it shall be the sole obligation of the State at the State's expense to obtain substitute service.
- b. Landlord shall have the right, upon reasonable prior notice to the State, to interrupt or turn off telecommunications facilities in the event of emergency or as necessary in connection with repairs to the Building or installation of telecommunications equipment for other tenants of the Building.
- c. In the event that the State wishes at any time to utilize the services of a telephone or telecommunications provider whose equipment is not then servicing the Building, no such provider shall be permitted to install its lines or



other equipment within the Building without first securing the prior written approval of the Landlord.

- d. Except as specifically authorized and approved in this Lease, the State shall not utilize any wireless communications equipment (other than usual and customary cellular telephones), including antennae and satellite receiver dishes, within the Premises or the Building, without Landlord's prior written consent.
- e. If telecommunications equipment, wiring and facilities or satellite and antennae equipment of any type installed by or at the request of the State within the Premises, on the roof or elsewhere within or on the Building, including, but not limited to, wireless communications equipment, causes interference to equipment used by another party, including, but not limited to, Landlord, the State shall assume all liability related to such interference. The State shall use reasonable efforts, and shall cooperate with Landlord and other parties, promptly to eliminate such interference. In the event that the State is unable to eliminate such interference, the State will substitute alternative equipment that remedies the situation. If such interference persists notwithstanding such substitute alternative equipment, the State shall discontinue the use of such equipment, and, at Landlord's discretion, remove such equipment according to the foregoing specifications and as otherwise provided in this Lease.
- f. Landlord shall have no liability whatsoever to the State if wireless pathways cross and Landlord or other tenants of the Building intercept data of the State.

**25. Maintenance and Repair.**

- a. The State's Obligations. Except as otherwise expressly provided in this Lease, the State shall keep and maintain the Premises, and every part thereof, in sanitary condition, repair and appearance, reasonable and normal wear and tear excepted. The State's repair and maintenance obligations include, without limitation, repairs to (1) floor coverings, ceiling tiles (except to the extent the same are damaged from above) and other ceiling materials; (2) interior partitions; (3) doors; (4) the interior side of demising walls (including the repair and/or replacement of sheetrock and other wall materials); (5) electronic, fiber, phone and data cabling and related equipment that is installed by or for the exclusive benefit of the State; (6) supplemental air conditioning units, kitchens, including hot water heaters, plumbing and similar facilities exclusively serving the State; and (7) Alterations.
- b. Landlord's Obligations. Landlord shall repair and maintain the structural portions of the Building (including foundations, the exterior walls and the roof) and the mechanical, electrical and plumbing systems of the Building (except as otherwise provided in paragraph 25.a) and Common Areas unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of any duty by the State, the State's agents, servants, employees or invitees, in which case the State shall pay to Landlord, as additional rent, the reasonable cost of such maintenance and repairs. Landlord shall not be liable for any failure to make any such repairs or maintenance until the State gives notice of the need therefor, which notice may be by phone in the event of an urgent repair need. Except as otherwise expressly provided in this Lease, there shall be no abatement of Rent and no liability of Landlord by reason of any injury to or interference with the State's business arising from the making of any repairs, alterations or improvements in or to any portion of

the Building or the Premises or in or to fixtures, appurtenances and equipment therein.

#### **26. Liens.**

The State shall not permit any mechanics', materialmen's or other liens to be filed against the real property of which the Premises form a part or against the State's leasehold interest in the Premises. the State shall give Landlord not less than ten (10) days' notice prior to the commencement of any work in, on or about the Premises and Landlord shall have the right at all reasonable times to post and keep posted on the Premises any notices that it deems necessary for protection from such liens. If such liens are filed in connection with any work performed by the State or the State's agents or contractors, Landlord may pay or satisfy them, or post and obtain bonds on them, and any sums so paid, with interest thereon from the date of expenditure by Landlord at the rate of ten percent (10%) per annum, will constitute additional rent immediately due and payable by the State.

#### **27. Default.**

The occurrence of any of the following shall be deemed an event of default hereunder by the State: (i) the failure by the State to make any payment of Base Rent, Additional Rent, or any other payment required to be made by the State hereunder, as and when due; (ii) an assignment or subletting of the Premises or any portion thereof, in violation of the provisions of this Lease; (iii) the failure of the State to perform any of the express or implied covenants or provisions of this Lease; and (iv) the failure of the State to use the Premises for the intended use set forth herein. In the event of any such default by the State, Landlord shall be entitled to all rights and remedies available to Landlord at law or in equity.

#### **28. The Clean Air Act**

The Landlord agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Landlord agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Landlord agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **29. Federal Water Pollution Control Act**

The Landlord agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Landlord agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Landlord agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### 30. Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Landlord is required to verify that none of the Landlord's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Landlord must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the State. If it is later determined that the Landlord did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

### 31. Byrd Anti-Lobbying Amendment

Landlord who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the State.

Landlord must sign and submit to the State the certification as provided under **Exhibit D**.

### 32. Private Use.

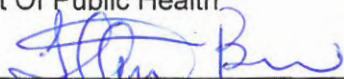
By its execution hereof, the State agrees with the foregoing: The State has not entered into, and will not enter into, any arrangement with any person (other than a state or local governmental unit or another 501(c)(3) organization) that provides for such person to manage, operate or provide services with respect to the Premises (a "**Service Contract**") to the extent such contract gives rise to private use. The guidelines currently set forth in Revenue Procedure 2017-13 (the "**Guidelines**") describe situations in which the Internal Revenue Service will rule that a Service Contract does not give rise to private use. Service Contracts that relate to the use or operation of the Premises by physicians, professional corporations, or other "service providers," as that term is used in the Guidelines will satisfy the Guidelines. Further, the State has not entered into, nor will the State enter into, any arrangement with any person (other than a state or local governmental unit or another 501(c)(3) organization) pursuant to which basic research (a "Basic Research Contract") is conducted in any portion of the State unless the guidelines of Revenue Procedure 2007-47 are satisfied.

**[SIGNATURES APPEAR ON FOLLOWING PAGE.]**

IN WITNESS WHEREOF, this Lease has been executed by the Parties hereto as of the dates written below:

**LESSEE:**

**STATE OF CALIFORNIA**, acting by and through the  
Department Of Public Health.

Signed: 


Printed Name: TIMOTHY B. BALL

Title: CDPH EPO PROCUREMENT & CONTRACTING OFFICER

Date: 4/4/20

**LANDLORD:**

**SUTTER BAY HOSPITALS**, a California nonprofit  
public benefit corporation, dba California Pacific Medical Center,

Signed: 

Printed Name: JAMES E. CONFORTI

Title: Chief Operating Officer

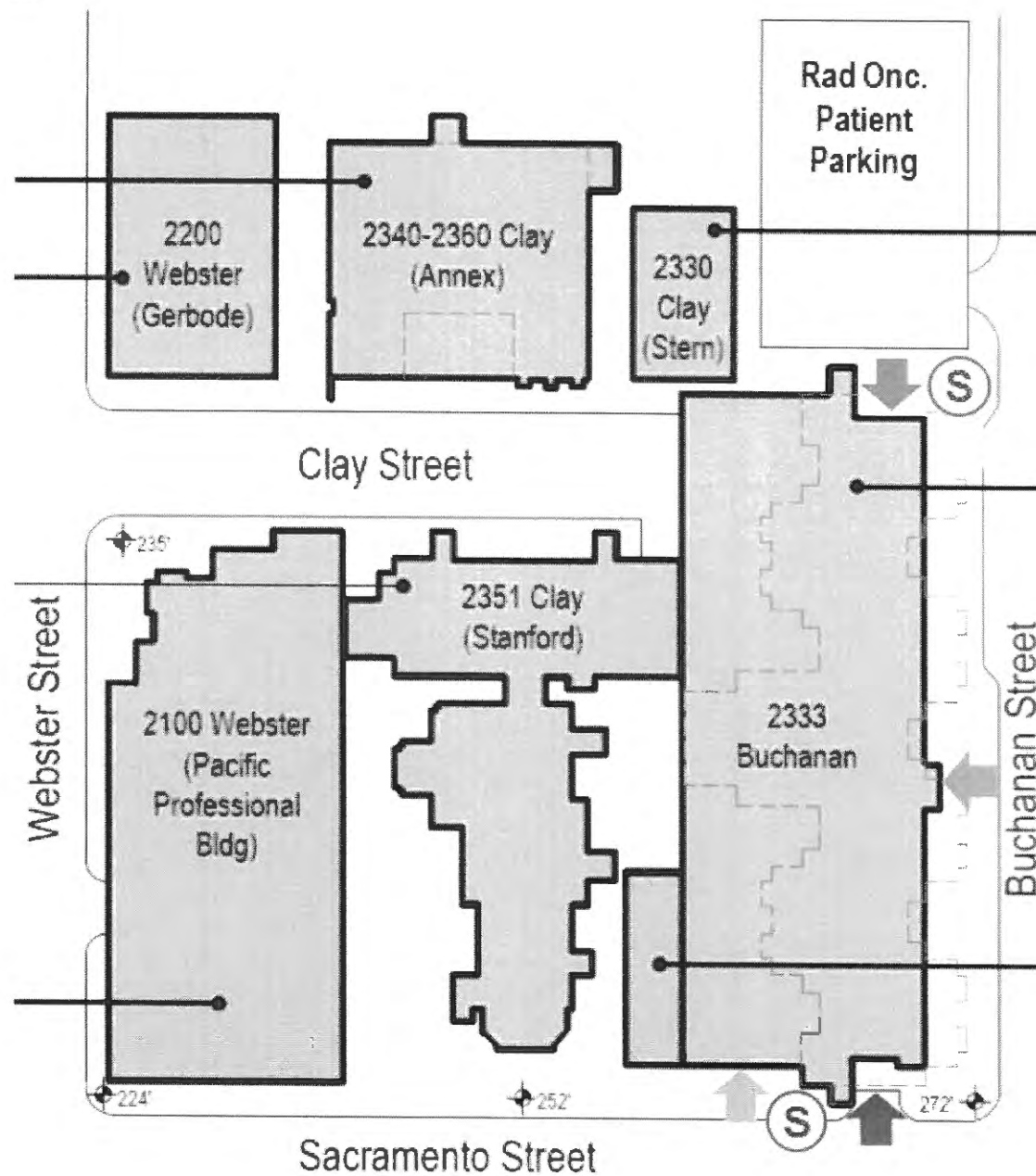
Date: 04/04/2020



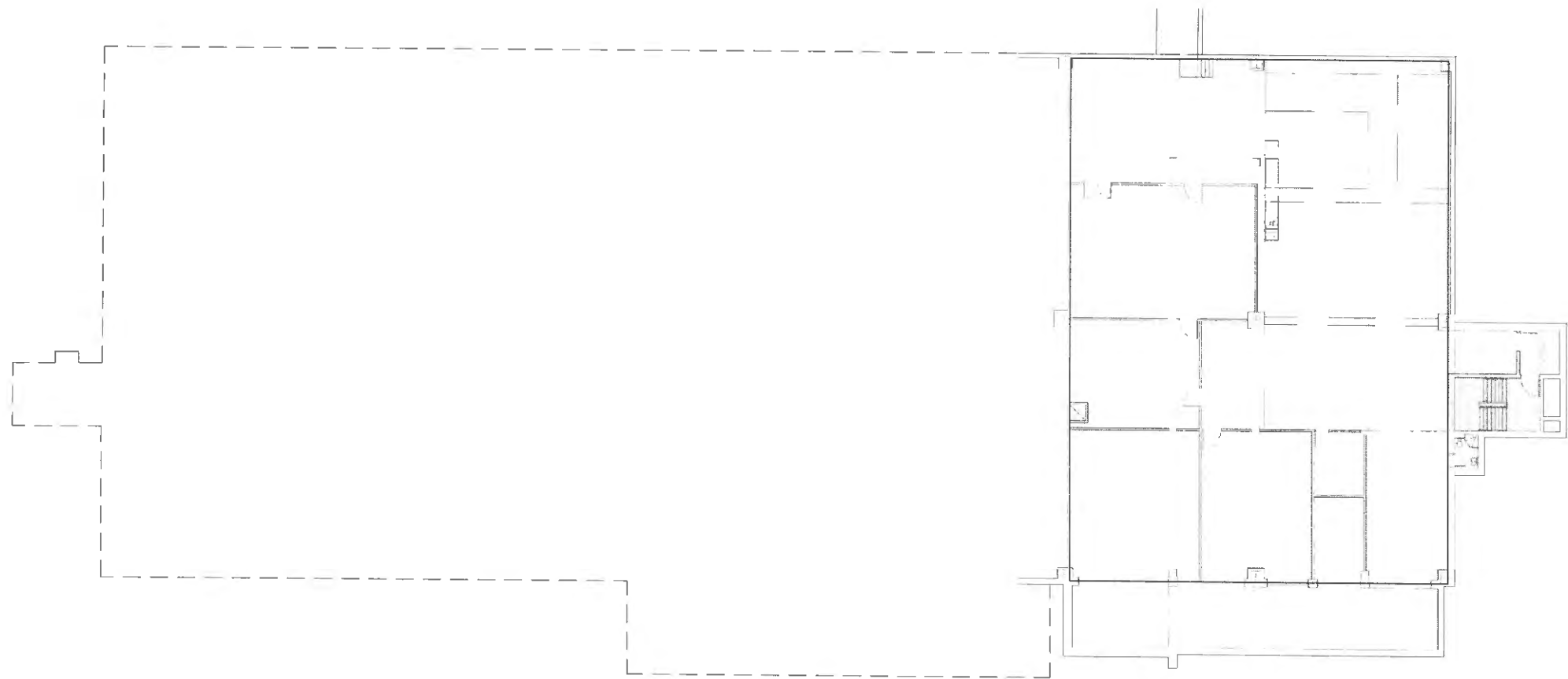
## **EXHIBIT A**

### **Depiction of Premises, Landlord Reserved Areas, Entrances**

- ➡ Sutter Patient/Staff Access
- ➡ CA Ambulance Access
- ➡ CA Walk-in Access
- ➡ CA Staff Access
- Ⓢ Security



CPMC Pacific Campus - 2333 Buchanan  
Level C Floorplan - Option 4

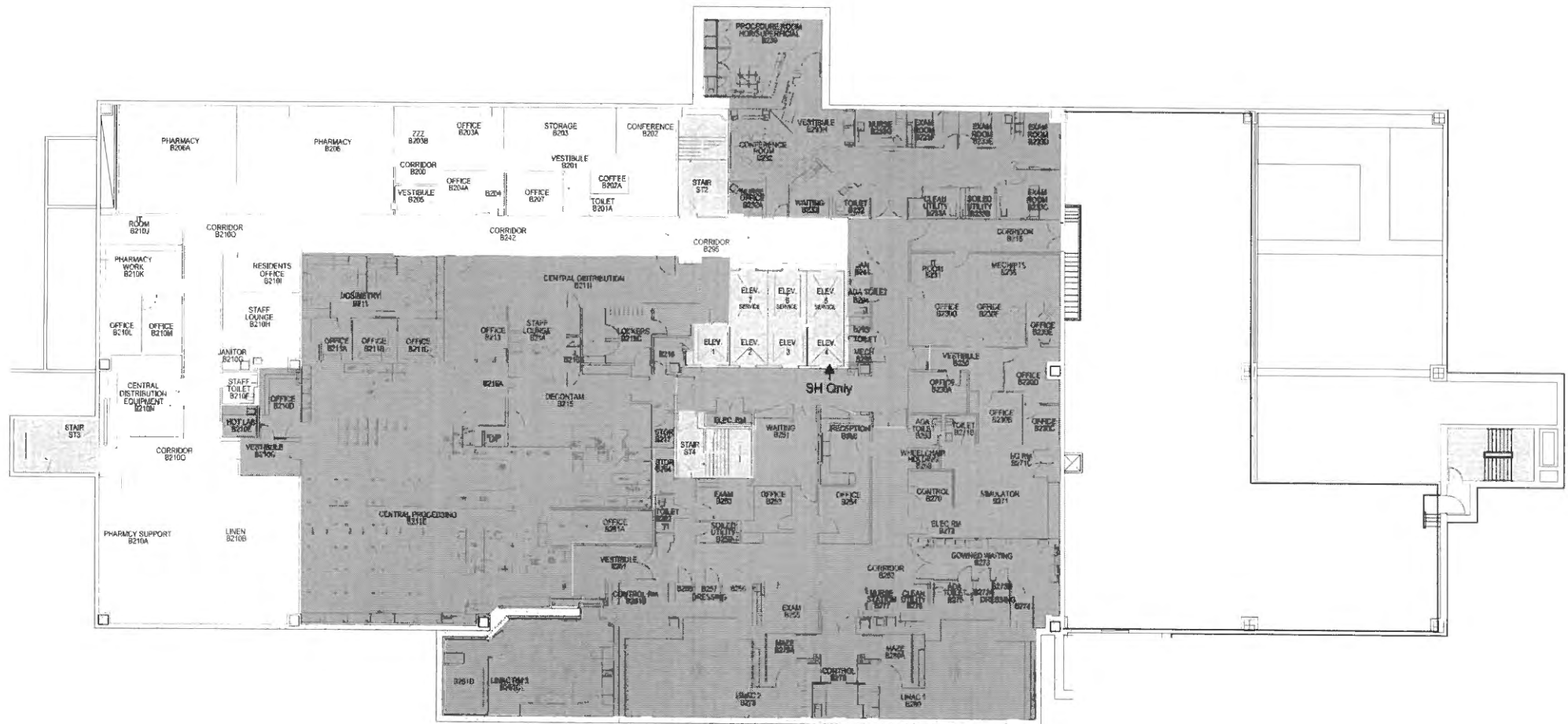


- ☐ State Occupied
- ☐ Sutter Health Occupied
- ☐ Common & Circulation

- ☐ Vertical Circulation
- ☐ Building Services (Restricted Access)



**CPMC Pacific Campus - 2333 Buchanan**  
**Level B Floorplan - Option 4**

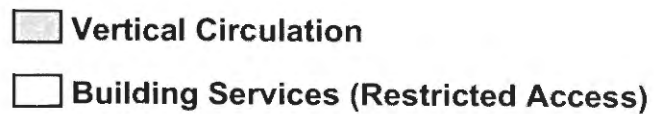


- ☐ State Occupied
- ☒ Sutter Health Occupied
- ☐ Common & Circulation

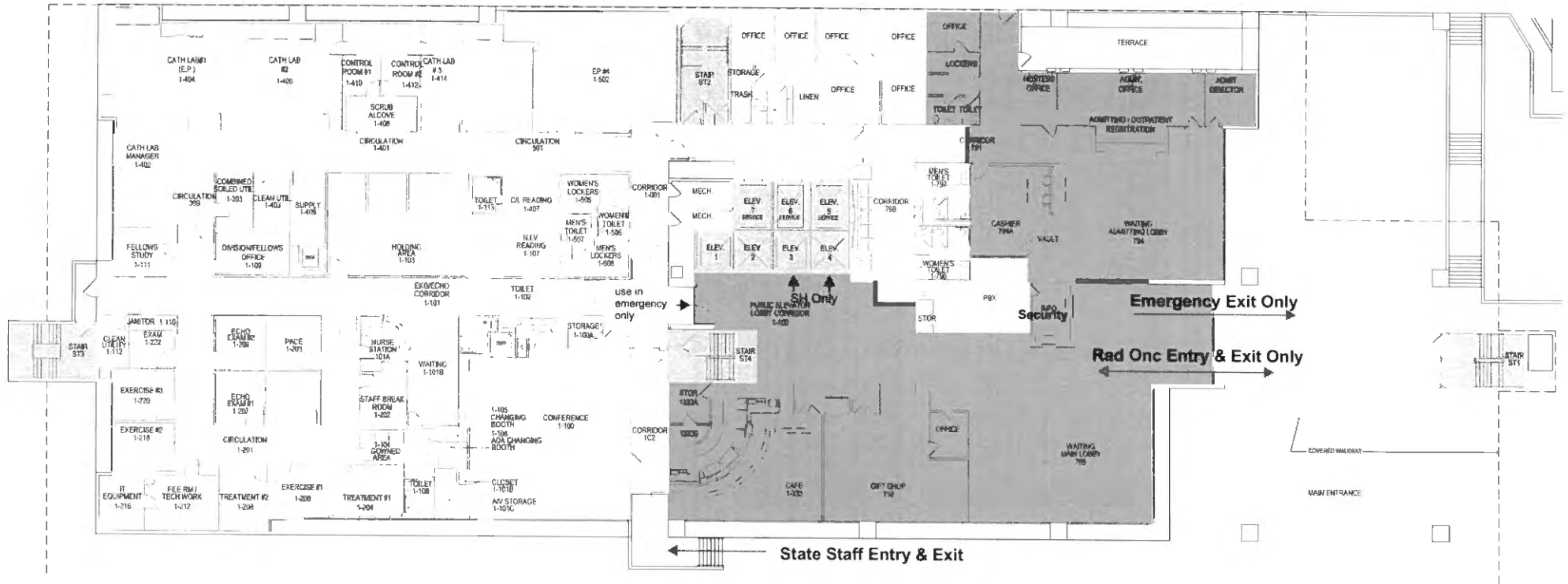
- ☒ Vertical Circulation
- ☐ Building Services (Restricted Access)



☐ State Occupied  
☒ Sutter Health Occupied  
☐ Common & Circulation



**CPMC Pacific Campus - 2333 Buchanan  
Level 1 Floorplan - Option 4**



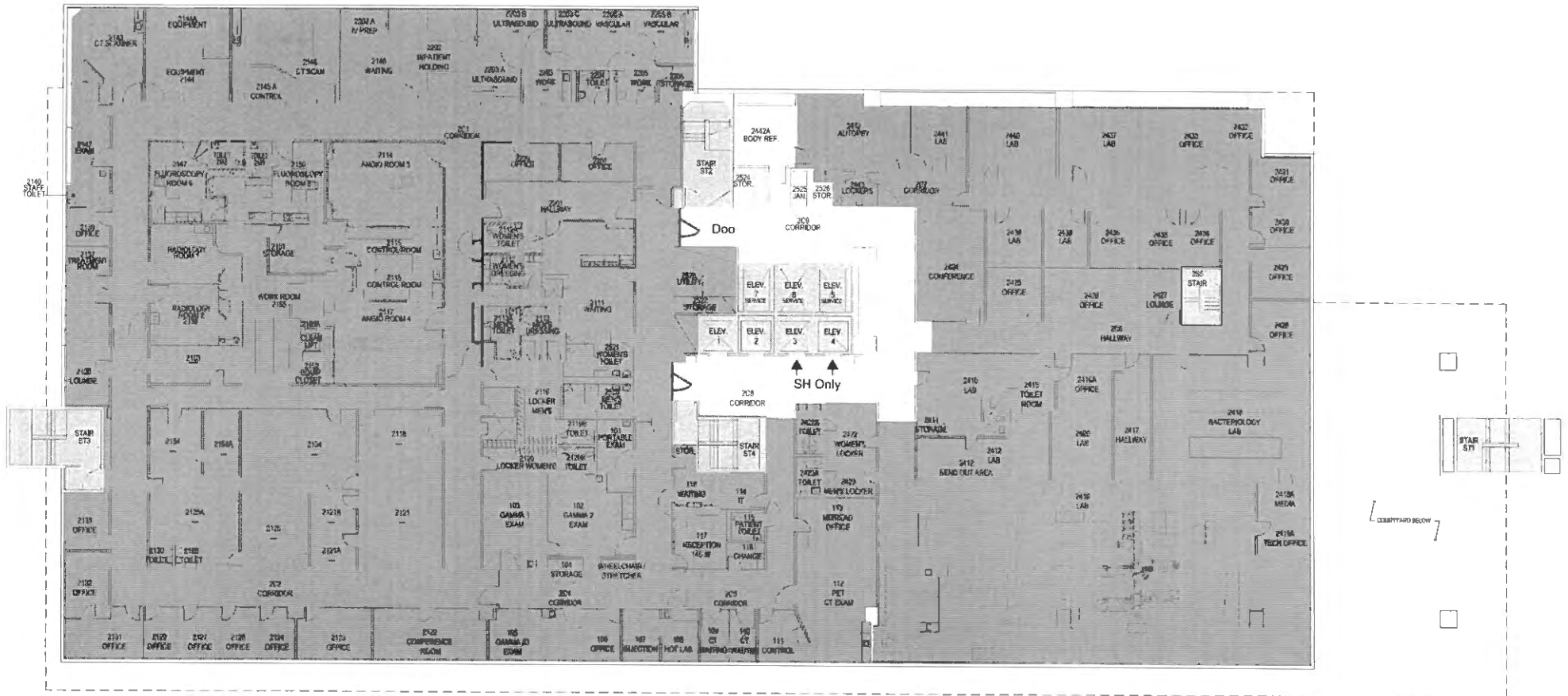
- ☐ State Occupied  
☒ Sutter Health Occupied  
☐ Common & Circulation

- ☒ Vertical Circulation
- ☐ Building Services (Restricted Access)



# CPMC Pacific Campus - 2333 Buchanan

## Level 2 Floorplan - Option 4



☐ State Occupied

☒ Sutter Health Occupied

☐ Common & Circulation

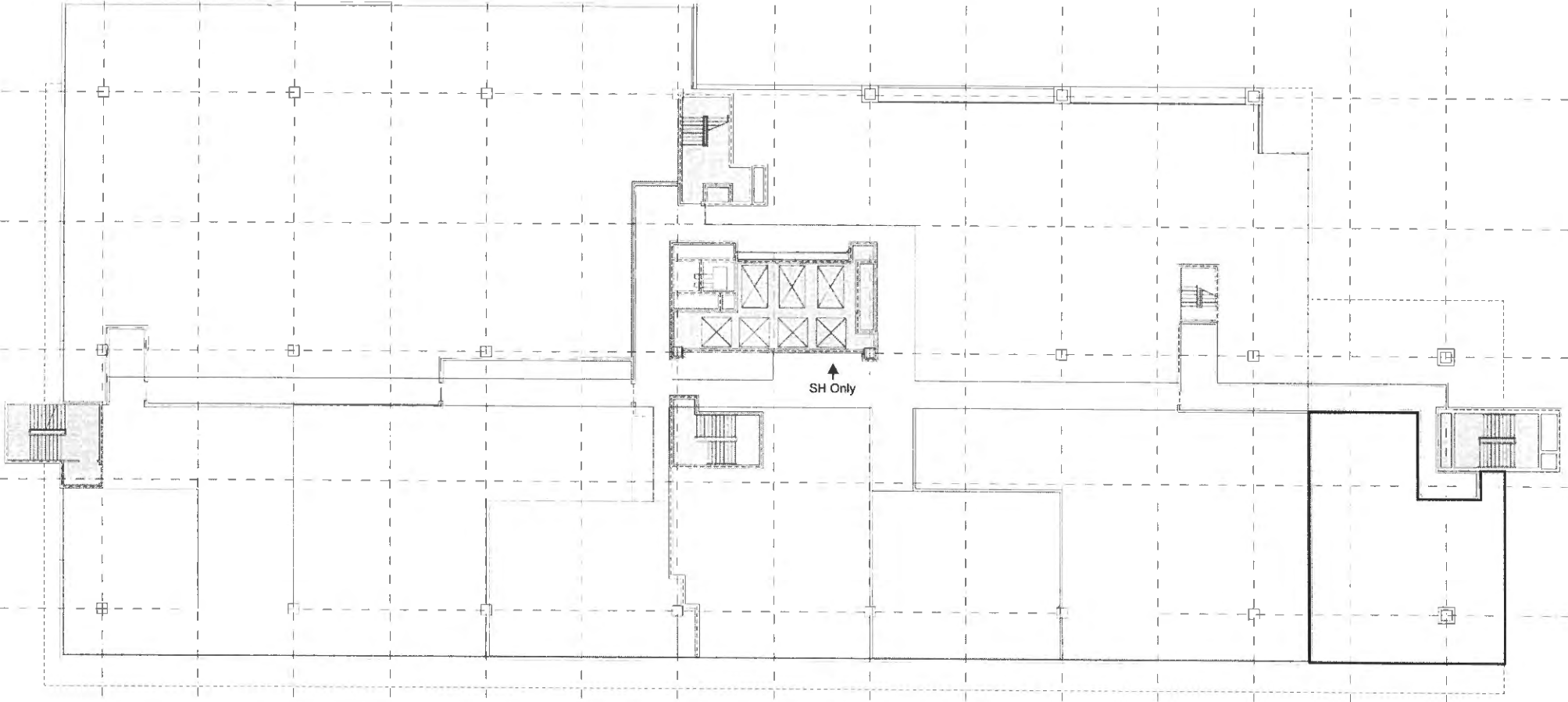
☒ Vertical Circulation




☐ Building Services (Restricted Access)


North



CPMC Pacific Campus - 2333 Buchanan  
Level 2M Floorplan - Option 4



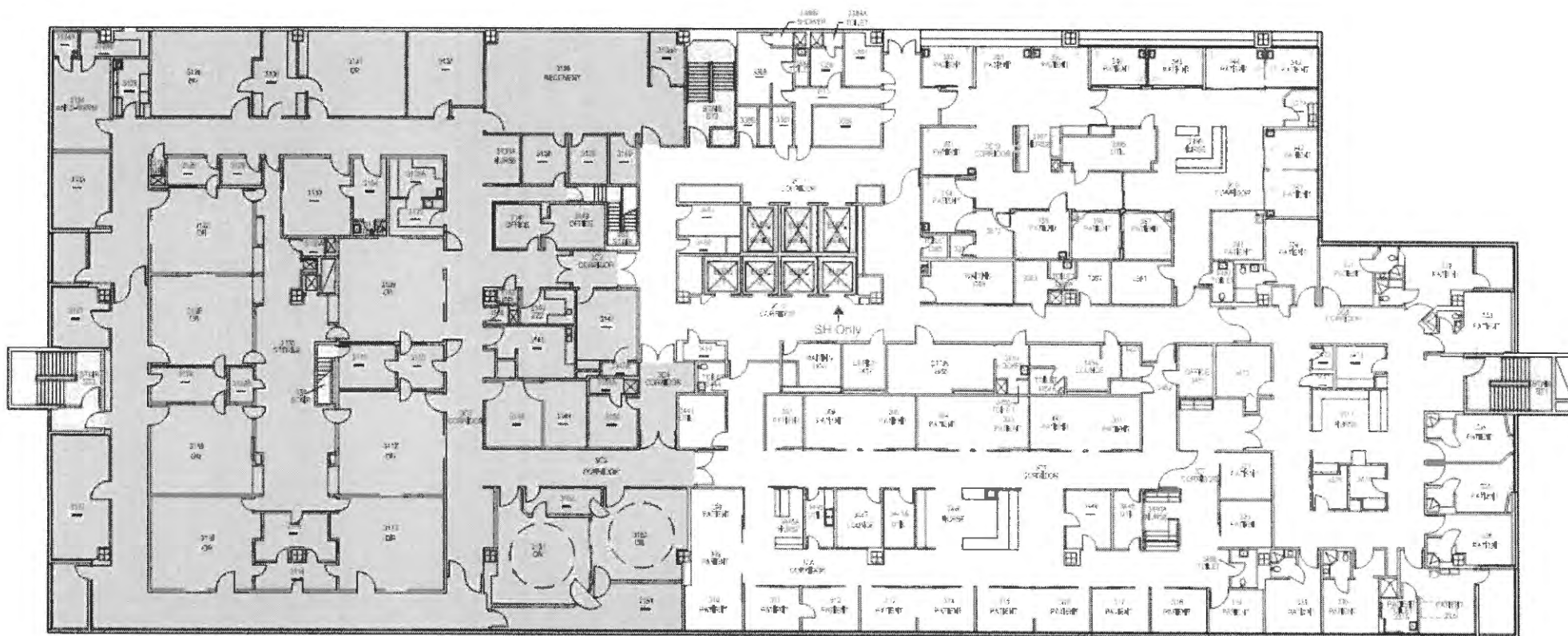
-  State Occupied
-  Sutter Health Occupied
-  Common & Circulation

-  Vertical Circulation
-  Building Services (Restricted Access)





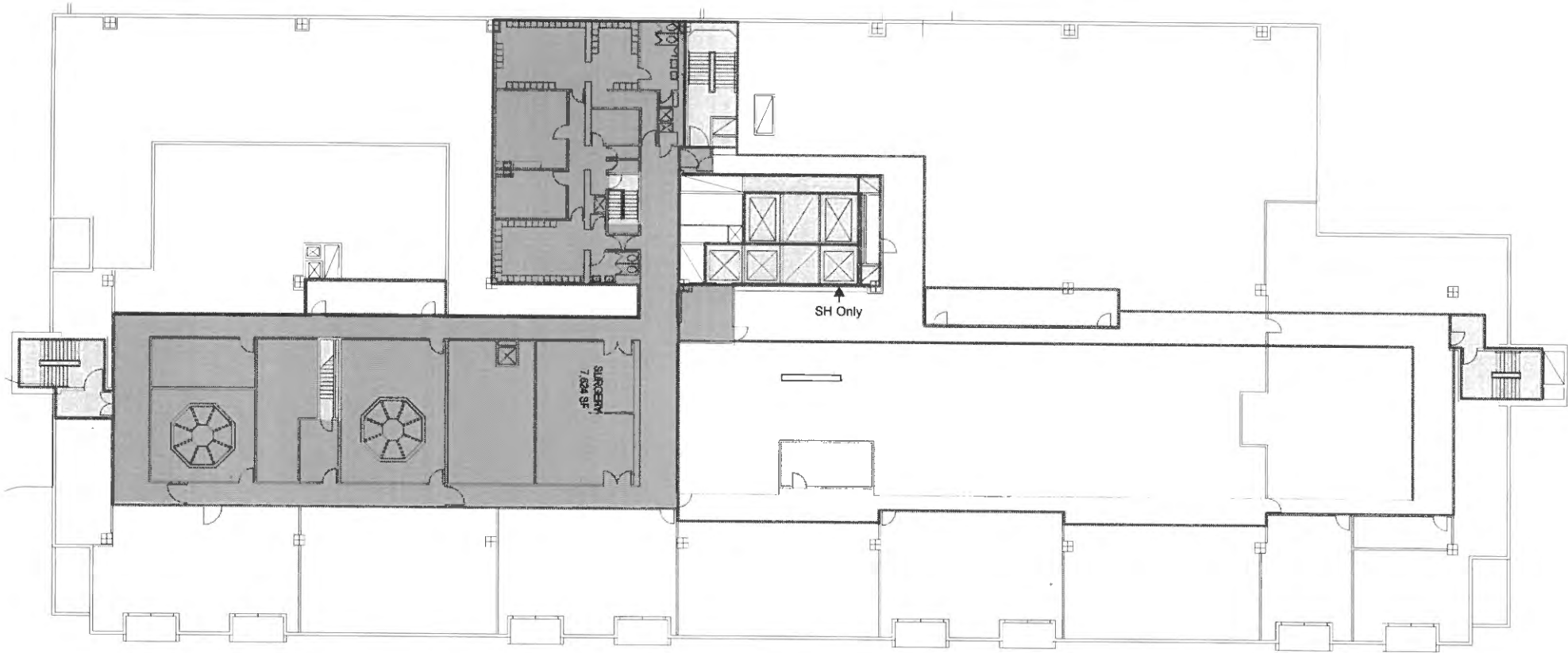
**CPMC Pacific Campus - 2333 Buchanan**  
**Level 3 Floorplan - Option 4**



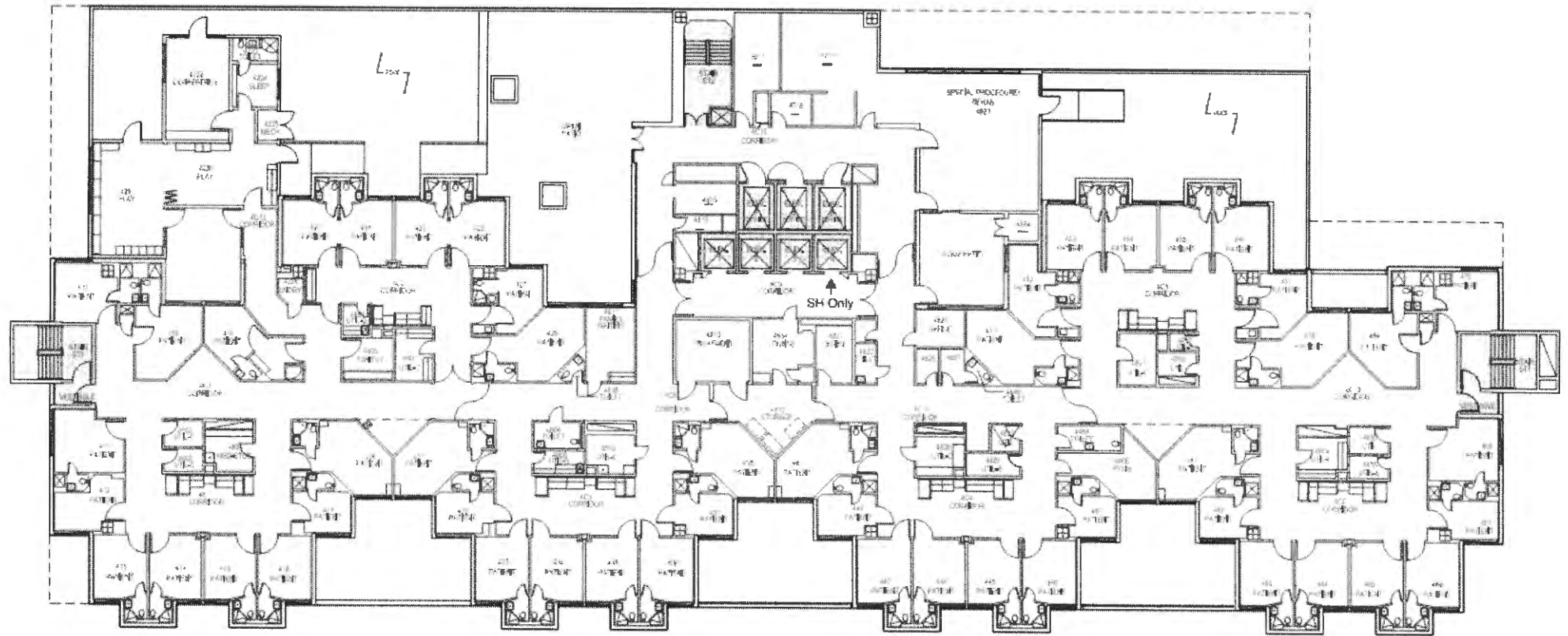
- ☐ State Occupied  
☒ Sutter Health Occupied  
☐ Common & Circulation  
☐ Vertical Circulation  
☐ Building Services (Restricted Access)



CPMC Pacific Campus - 2333 Buchanan  
Level 3M Floorplan - Option 4



**CPMC Pacific Campus - 2333 Buchanan**  
**Level 4 Floorplan - Option 4**

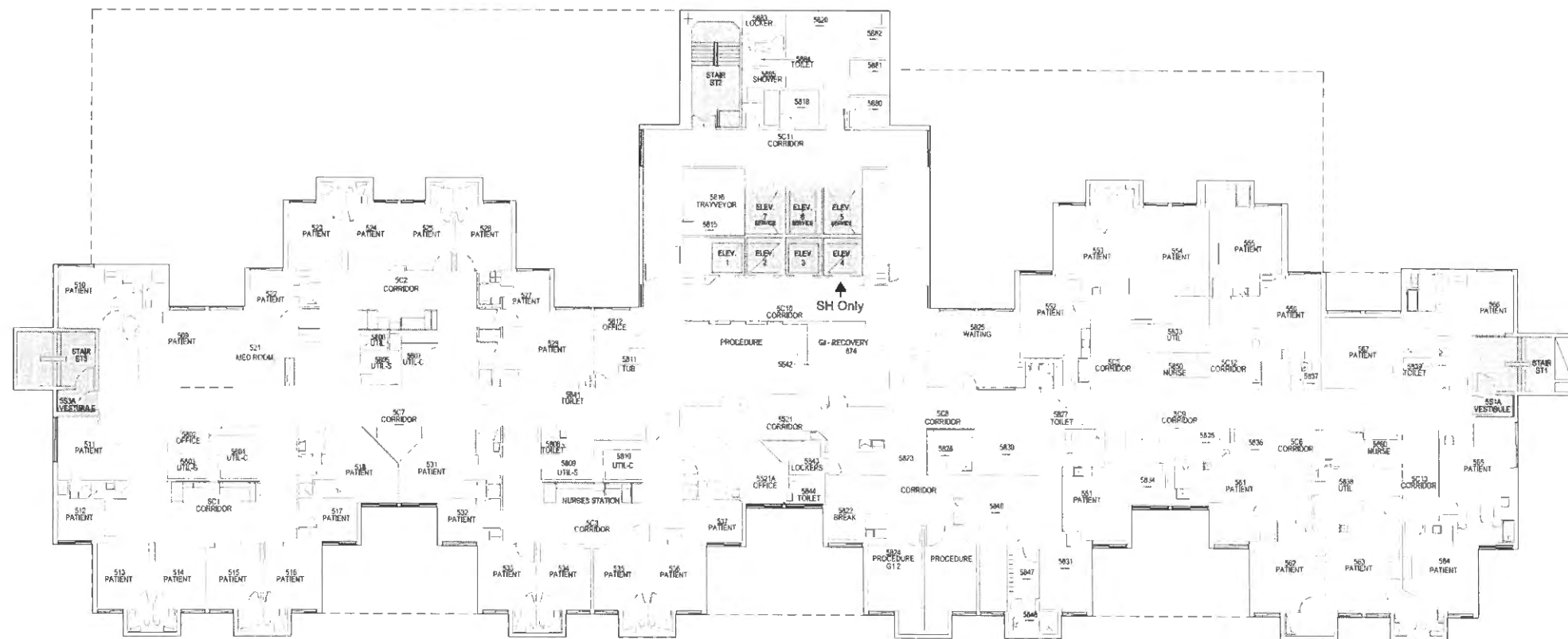






- ☐ State Occupied
- ☐ Sutter Health Occupied
- ☐ Common & Circulation

- ☐ Vertical Circulation
- ☐ Building Services (Restricted Access)



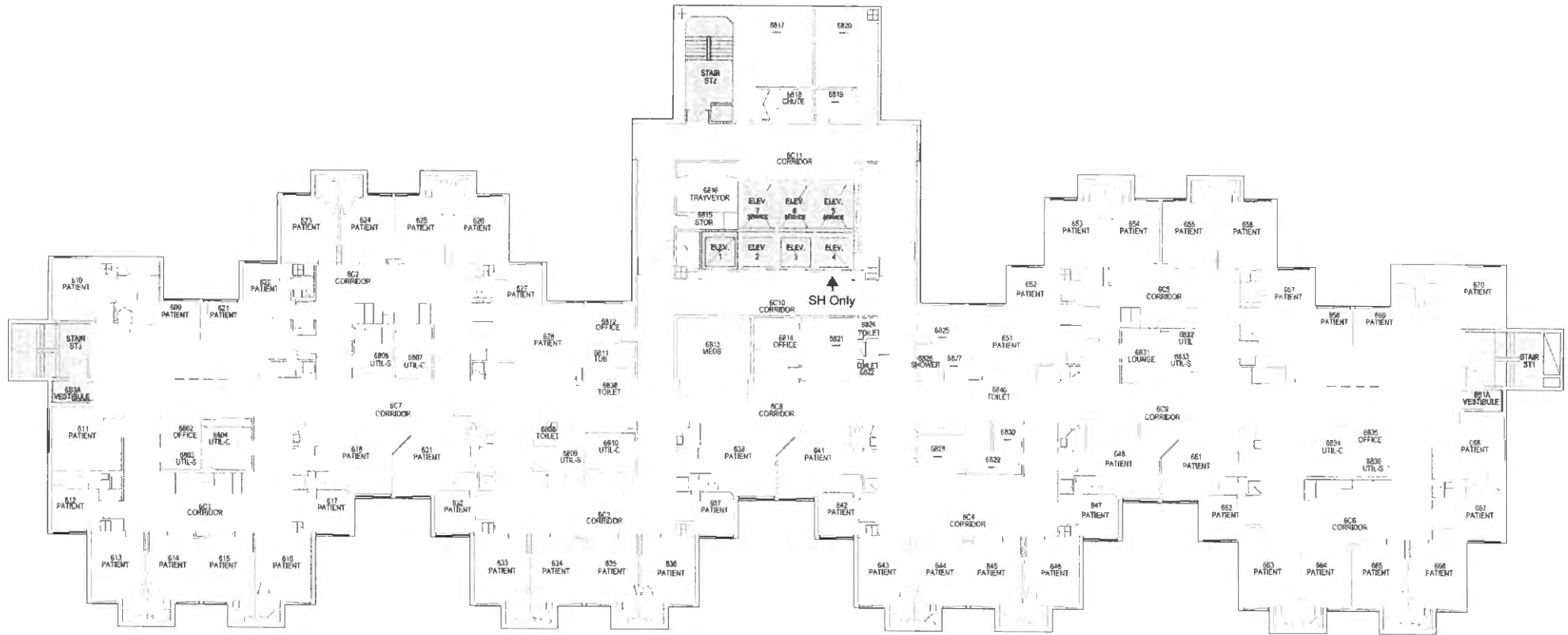
**CPMC Pacific Campus - 2333 Buchanan**  
**Level 5 Floorplan - Option 4**



-  State Occupied
  Vertical Circulation
-  Sutter Health Occupied
  Building Services (Restricted Access)
-  Common & Circulation



**CPMC Pacific Campus - 2333 Buchanan**  
**Level 6 Floorplan - Option 4**



- ☐ State Occupied  
☒ Sutter Health Occupied  
☐ Common & Circulation  
☒ Vertical Circulation  
☐ Building Services (Restricted Access)



#### Option 4 - State does not utilize Level B Sterile Processing/Levels 3 and 3M Surgical Services

Level	Sutter	State of CA	Common	Bldg Support	Vert. Circ.	Floor USF	Ext. Skin	Floor GSF
C Level				9,000	363	9,363	888	10,251
B Level	18,156	5,807	1,808	6,067	1,569	33,407	1,843	35,250
A Level		22,613	5,745		1,546	29,904	1,463	31,367
1 Level	8,389	16,752			1,605	26,746	1,147	27,893
2 Level	32,394	289	1,470		1,729	35,882	784	36,666
2M Level				11,403	1,675	13,078	2,292	15,370
3 Level	18,206	16,576	2,420		1,643	38,845	1,151	39,996
3M Level	7,857			7,333	1,766	16,956	2,708	19,664
4 Level		27,883			1,409	29,292	1,023	30,315
5 Level		24,352			1,409	25,761	1,253	27,014
6 Level		24,352			1,409	25,761	1,253	27,014
<b>Totals</b>	<b>85,002</b>	<b>138,624</b>	<b>11,443</b>	<b>33,803</b>	<b>16,123</b>	<b>284,995</b>	<b>15,805</b>	<b>300,800</b>

38.0%	62.0%	% of calculated area held by each tenant
17,198	28,048	Allocated SF of common area (Common and Building Support area)
102,200	<b>166,672</b>	Rentable SF (Usable plus pro rata share of common/building support areas only)



### **Passenger Elevator Bank Access (Elevators 1-4)**

Elevator 1 for use by the State and limited use by Sutter Health facility staff.

Access to levels A, 3, 4, 5 and 6. No access at levels B, 1 and 2. Controlled access for Sutter Health facility staff at levels 2M and 3M.

Elevator 2 for use by the State.

Access to levels A, 3, 4, 5 and 6. No access at levels B, 1, 2, 2M and 3M.

Elevator 3 for use by Sutter Health.

Access to levels B, 1 and 2. No access at levels A, 2M, 3, 3M, 4, 5 and 6.

Elevator 4 for use by Sutter Health.

Access to levels B, 1 and 2. No access at levels A, 2M, 3, 3M, 4, 5 and 6.

## EXHIBIT B

### Confirmation of Lease Terms

This Confirmation of Lease Terms (this "**Confirmation**") is made as of \_\_\_\_\_, 2020, by and between **SUTTER BAY HOSPITALS**, a California nonprofit public benefit corporation, dba California Pacific Medical Center ("**Landlord**"), and **the State of California, acting by and through California Department of Public Health** ("**Tenant**"), who agree as follows:

1. Landlord leases to Tenant and Tenant leases from Landlord those certain Premises commonly known as 2333 Buchanan, San Francisco, CA pursuant to that certain State of California Emergency Lease Agreement dated for reference purposes as April 3, 2020 (the "**Lease**").
2. Pursuant to the terms of the Lease, Landlord and Tenant hereby confirm the following:  
The Lease Effective Date is \_\_\_\_\_;  
The Commencement Date is \_\_\_\_\_; and  
The expiration of the Term is: \_\_\_\_\_.
3. Tenant confirms that: the Lease is in full force and effect and Tenant has accepted possession of the Premises as set forth in the Lease.
4. The provisions of this Confirmation shall inure to the benefit, or bind, as the case may require, the parties and their respective successors subject to the restrictions on assignment and subleasing contained in the Lease.

#### LANDLORD:

Sutter Bay Hospitals, a California  
nonprofit public benefit corporation, DBA  
California Pacific Medical Center

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

#### TENANT:

The State of California, acting by and  
through the Department of Public Health

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

## **EXHIBIT C**

### **IT Infrastructure Details**

The State of California, incoming tenant to the Sutter Health facility at 2333 Buchanan St, known as the CPMC PAC Campus, will be provided a facility with network infrastructure in place. The State will be provided wired local area network services via the network switches and routers in place. The network is configured with access switches, distribution switches, and core network switches. The State's Premises and use will be segregated by physical switches or virtual local area network (VLAN) configurations on shared switches. Traffic will also be segregated by network firewalls. The State will also be provide wireless local area network (WLAN) infrastructure with an SSID set up to the tenants requirements. This WLAN will be provided via separate wireless controllers and access points. A separate Internet circuit will be provided by AT&T and segregated via network firewalls. Sutter Health or a contracted partner will complete the initial network infrastructure configuration. A network engineer will also be provided for ongoing support and moves, adds, and changes that are needed while the facility is utilized. Voice infrastructure will also be provided with on-going monthly support of moves, adds, and changes along with support of the voice infrastructure.

## EXHIBIT D

### CERTIFICATION REGARDING LOBBYING (44 C.F.R. PART 18)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

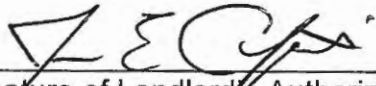
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Landlord certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Landlord understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of Landlord's Authorized Official

JAMES E. CONFORTI, COO  
\_\_\_\_\_  
Name and Title of Landlord's Authorized Official

04/04/2020  
\_\_\_\_\_  
Date