



ACADEMIC VILLAGE FINANCE AUTHORITY  
BOARD OF DIRECTORS OF  
ACADEMIC VILLAGE FINANCE AUTHORITY

MINUTES OF MEETING

December 5, 2025, at 1:00 p.m.

AGENDA

[Pursuant to Government Code §Section 54954  
and Government Code §6592.1]

1. Roll Call

The Chair called the meeting to order at 1:01 p.m., and the Secretary called the roll.

Directors Present:

- Director Chip Robertson, Chair
- Director Claes Lewenhaupt, Vice Chair
- Director David Seward, Treasurer and Secretary
- Director David L. Faigman

Directors Absent:

- Director Tom Gede
- Director Simona Agnolucci
- Director Sandra Thompson

UC Law SF Staff Participating:

- Sandra Plenski, Chief Financial Officer (AVFA) and Controller
- Rhiannon Bailard, Chief Operating Officer
- John DiPaolo, General Counsel
- Jenny Kwon, Assistant Chancellor and Dean
- John Kepley, Chief Communications Officer
- Mark Goodrich, Director of Housing Operations

2. Approval of the Minutes – September 12, 2025

The minutes of the meeting of September 12, 2025 were presented. The chair called for a motion to approve. Motion made and motion seconded. The minutes were approved.

3. Academe at 198 – Budget Report for 2025-26 as of September 30, 2025

Treasurer and Secretary David Seward provided a brief overview of the budget report. Currently,

the College is running at 85% economic occupancy. This necessitates an additional rent subsidy to achieve a 1.2 debt service coverage ratio. This will not affect the budget, as all costs have been accounted for. Treasurer and Secretary Seward continued to note that the prospective tenant, whom the College had anticipated to rent the restaurant space, withdrew since they did not want to contribute financially to the renovations. Director Chip Robertson asked about the retail space: Is it just a cold shell right now, or have the brokers recommended any market-ready improvements? Treasurer and Secretary Seward responded that it is currently a cold shell, and the brokers have not suggested any market-ready enhancements until there is clarity about what will go into the space.

Chief Operating Officer Rhiannon Bailard provided a brief update on San Francisco State University's College of Business. The College has a non-binding letter of intent to relocate the College of Business to the UC Law campus by July 1, 2026. Chief Operating Officer Bailard is currently working on negotiating a binding agreement, aiming to finalize it by February 1, 2026, aligning perfectly with the design and construction schedule. To accommodate SF State, the College will build out two classroom spaces and an office suite on the second floor of 198 McAllister. SF State will primarily use these two classrooms and the office suite. Finalizing the agreement by February 1 will synchronize with the contractor bidding process and the completion of all construction. While the initial focus is on the College of Business, the goal is that, by bringing the College of Business here, other programs will follow in the coming years as alternatives to their downtown campus closing in June 2026. Treasurer and Secretary Seward noted that, currently, the at-risk money is that the College is funding the design elements. If this comes together, the College will have fronted the design costs and will have actual documents to submit for bidding. However, the College will not enter into any construction contracts until an executive agreement is reached, which would most likely be discussed at an Executive Committee meeting.

Regarding events, Chief Operating Officer Bailard shared that Treasurer and Secretary Seward recommended her to serve as a board member of the Housing Action Coalition after he stepped down. The Housing Action Coalition hosts two major events: their spring symposium and the Housing Heroes Award, where they typically recognize individuals who have made significant contributions to the housing sector, often including elected officials. Senator Weiner and other legislators were honored at this year's Housing Heroes. Last year, the spring symposium was held at UC Law, and they plan to hold it again at UC Law this year on April 29th.

#### 4. Academic Village – Academe at 198 – Rent Structure for 2026-27

Treasurer and Secretary Seward presented the proposed rent structure for the upcoming year. There will be a 3% rent increase for continuing students and a 4.5% increase for new students. The College did not get strong participation from UCSF in the demand survey, so now that the College has the financing, the team can go back and be more proactive in encouraging participation from other institutions for the demand survey. Treasurer and Secretary Seward also noted that 100 McAllister will have units with a cost structure below that of Academe at 198. Without debt burdening 100 McAllister, the College is in a better position to offer lower rent. Director Claes Lewenhaupt asked whether this would impact demand for Academe at 198. Treasurer and Secretary Seward said there is a study from Brailsford & Dunlavey indicating there will be sufficient demand at 198 McAllister. However, the best way to address that potential is to use the net income from 100 McAllister to lower the rent at Academe at 198. Director Robertson asked whether these studies consider changes in student loans. Treasurer and Secretary Seward replied that none of the studies do so, because it depends on various demands on higher education.

Treasurer and Secretary Seward proposed a resolution. Director Lewenhaupt moved, Director Faigman seconded it, and all approved. Motion carried.

## 5. Academic Village – McAllister Tower Seismic Upgrade Project Update

Chief Operating Officer Bailard provided an update on the McAllister Tower Seismic Upgrade Project. While there have been complications, they are expected when working with an adaptive reuse historic building that has two creeks running beneath it. The team is doing good work; some redesigns have been necessary due to water flows under the building, additional seismic instability issues, and neighboring property concerns, all of which have been addressed. All milestones have been met, with the key one being on December 20, 2025, when concrete will be poured for the new mat foundation. Ongoing structural demolition aims to enable seismic strengthening. Treasurer and Secretary Seward noted that this significantly reduces the risk of further subsidence in adjacent properties. Director Robertson asked about the cost difference if it were done with de novo construction. Treasurer and Secretary Seward said it would be at least 33 to 40% cheaper. The total development cost of this building is roughly the same as the new construction cost of Academe at 198. Treasurer and Secretary Seward plans to discuss with the city assessor that this project should not be taxed, since if it were purely an economically driven project, it would not happen. This should be viewed as a preservation project supported by public funds.

Treasurer and Secretary Seward reviewed the Phase 1 project cost summary. Currently, the College has everything covered, with the board authorizing \$99.1 million. As identified today, the College is short by \$7 million. However, based on the bidding and the current status, a funding source has been identified for that \$7 million, and Treasurer and Secretary Seward is hopeful that, through the more favorable financing package approved today, specifically, the broadening of the definition of available funds to include the state appropriations, student fee revenue, and all other legally available funds. The College should be able to reduce its cost of capital and increase proceeds by achieving a higher rating. Treasurer and Secretary Seward is optimistic that the College can either narrow that gap or make scope additions. He hopes to reintroduce some of the reduced scope, but only after confirming the financing proceeds. Treasurer and Secretary Seward confirmed that by the end of January, the College will know the financial proceeds.

## 6. UC College of the Law, San Francisco Limited Obligation Bonds, 100 McAllister Street Tower, Federally Taxable Series 2026

Treasurer and Secretary Seward noted that this is not an action item. This is an informational item regarding the College's limited obligation bonds.

## 7. Expanding Financing Tools for the Renovation of Historic Public Educational Facilities and Proposed Legislation

Treasurer and Secretary Seward presented the expanding financing tools for the renovation of historic public educational facilities and emphasized the proposed legislation to authorize the AVFA to broaden its scope to support similar efforts by other California institutions of public higher education. Starting in 2027, the AVFA will have significant responsibilities. The AVFA will establish its own for-profit, 501(c)(3), which is how the tax credits will be monetized. There, the AVFA will have a key role, effectively managing 100 McAllister and Academe at 198.

## 8. UC Law SF Five-Year Infrastructure Plan (2026 - 2030)

Chief Operating Officer Bailard emphasized that the 5-year infrastructure plan and the long-range campus plan do not, by themselves, represent a formal commitment by the College or the Board of Directors to allocate funds for these initiatives. Each project will return to both the Board of Directors and the Finance Authority for approval as it moves toward implementation. The long-

term plan within the long-range campus plan and the 5-year infrastructure plan outline what is planned in the near term over the next five years. The 5-year infrastructure plan, in turn, results in funding requests for specific projects submitted to the Department of Finance and Sacramento. All procedures will follow the College's Purchasing and Procurement procedures, and individual projects will be brought back to the Board of Directors for approval once they are ready.

Treasurer and Secretary Seward mentioned that the Academic Village concept is gaining support among more local political figures. He believes that finding a way to work more closely with the mayor's office should be a strategic goal, as the mayor is pro-development. The College should aim to include the Academic Village as part of San Francisco's revitalization efforts, making it part of the mayor's portfolio. Director Robertson suggested highlighting the affordability of the Academic Village and the efficiency of higher education to Politico for an article. Then, involve the mayor to showcase his economic redevelopment efforts in San Francisco. Treasurer and Secretary Seward is hesitant to proceed with public relations activities until the financing is completed; this was tabled until after February.

This was treated as an informational item.

#### 9. UC Law SF Long Range Campus Plan (2025)

Chief Operating Officer Bailard gave a brief overview of the long-range campus plan, stating that this is just the plan itself. She will provide more details on individual initiatives and their associated costs once they are ready for implementation.

Treasurer and Secretary Seward added that once the financing proceeds are received, the current status of the College needs to be assessed, the scope should be evaluated for potential expansion, and if so, identify what can be added. Then, develop a plan to address those items lacking funding. Treasurer and Secretary Seward believe it will be very important in the legislative process that, even if all the residential units cannot be completed, there should be a plan to do so and the floors should be pre-stocked with the necessary materials.

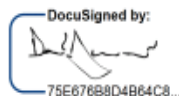
This was treated as an informational item.

#### 10. Adjournment

There being no further business before the Board of Directors, the Open Meeting was adjourned at 1:40 p.m.

Action Item: Adjournment

Respectfully submitted,

A digital signature stamp from DocuSigned. It features a blue rectangular border containing a handwritten signature in black ink. Above the signature, the text "DocuSigned by:" is written in a small, blue font. Below the signature, a long alphanumeric string "75E676B9D4B64C8..." is displayed in a small, blue font.

David Seward, Secretary

## **ACTION ITEM**

- 1. REPORT BY:** Treasurer and Secretary David Seward
- 2. SUBJECT:** The Academe at 198 & AVFA – Budget Report for 2025-26 as of December 31, 2025, and Mid-year Budget Changes
- 3. RECOMMENDATION:**

That the Board of Directors approve the attached budget reports for The Academe at 198 McAllister and the Academic Village Finance Authority (AVFA) as revised at mid-year. Additionally, following the Board's previous approval of the \$2.45 million DSCR Grant on September 12, 2025, we now recommend authorization to designate the newly established Debt Management Fund as the primary funding source for this transfer.

### **THE ACADEME AT 198**

#### **Revenues**

- Residential Rent, Rent Subsidy – Revenue is projected at \$13.9 million based on 85% occupancy, with the Subsidy budgeted at \$2.9 million, allowing gross rental rates approximately 9% lower than pro forma. The Residential Revenue budget was adjusted upward by \$200,000 during the mid-year review to reflect forecasts based on actual leased units, eliminating discrepancies from using flat averages. This forecast accounts for the seasonal decline in occupancy following graduation, consistent with historical trends. Residential rent performance and subsidy allocation remain in accordance with the forecast.
- DSCR Grant – The \$2.45 million DSCR Grant was approved by the Board of Directors on September 12, 2025, to ensure compliance with the 1.2 DSCR requirement. Allocations follow a monthly schedule that commenced in October 2025.
- Housing Stipend – The budget was revised downward to accurately reflect the leasing cycle for the current fiscal year. As the majority of leases were executed in August, stipend disbursements in July were minimal.
- Other Revenue – Revenue in this category is generated from space rental and on-site laundry machines. The budget has been revised upward to reflect that space rental revenue is surpassing initial forecasts. Furthermore, year-to-date figures exceed 50% due to a one-time recognition of backup withholdings related to laundry revenue.

#### **Expenditures**

- Insurance – The actual cost was lower than the initial budget due to a shift in premium allocation between the College and AVFA where costs for liability insurance are now consolidated. The Midyear budget was adjusted accordingly. Insurance premiums for the entire fiscal year were prepaid.
- Computer Software – Costs are primarily incurred at the beginning of the fiscal year and align with projections.
- Miscellaneous Expenses – Include events, training, and mail, and allocate resources towards the second half of the year to support activities that promote occupancy. Year-to-date figures reflect timing variances.

## ACADEMIC VILLAGE FINANCE AUTHORITY (AVFA)

### Operating Revenues / (Expenses)

- Building Depreciation - Variances between the budget and actual results from the modified accrual method used for budgeting, which excludes non-cash items such as depreciation and accreted interest.
- Special Repairs / Other Revenue – Restoration costs related to the water leak at 198 are projected at \$550,000, with approximately \$330,000 incurred to date. These expenditures are expected to be offset by insurance proceeds, limiting the maximum net exposure to \$100,000; subrogation is being evaluated.

### Non-Operating Revenues / (Expenses)

- Investment Income – The budget was adjusted upward to reflect market performance in the first half of the fiscal year, with actuals reaching 56% of the revised budget as of December 31, 2025. While interest income remains subject to market volatility, current results support the updated year-end projection.

## SUMMARY

The projected change in net assets for the Academe at 198 and AVFA for the 2025-26 fiscal year is \$4.4 million, excluding non-cash expenses (e.g., depreciation and accreted interest).

	The Academe at 198		AVFA		2025-26 Total Beginning Budget	2025-26 Total Midyear Revised Budget	Budget Variance (%)
	2025-26 Beginning Budget	2025-26 Midyear Revised Budget	2025-26 Beginning Budget	2025-26 Midyear Revised Budget			
<b>Revenues</b>	22,878,768	22,994,018	-	450,000	22,878,768	23,444,018	102%
<b>Expenditures</b>	3,261,982	3,023,338	7,950	557,950	3,269,932	3,581,288	110%
<b>Net Operations</b>	19,616,786	19,970,680	(7,950)	(107,950)	19,608,836	19,862,730	101%
<b>Nonoperating Revenues/(Expenses)</b>							
Investment Income	-	-	666,000	1,233,000	666,000	1,233,000	--
Other Revenue	-	-	-	-	-	-	--
Funded from Bond Proceeds	-	-	-	-	-	-	--
Debt Service	-	-	(16,655,500)	(16,655,500)	(16,655,500)	(16,655,500)	100%
Building Improvements	-	-	-	-	-	-	--
Transfers between between 198 and Authority	-	-	-	-	-	-	--
CIP Offset	-	-	-	-	-	-	--
Capital, Buildings	-	-	-	-	-	-	--
Transfers from Other Funds	-	-	-	-	-	-	--
Transfers to Other Funds	-	-	-	-	-	-	--
<i>Sub-total</i>	-	-	(15,989,500)	(15,422,500)	(15,989,500)	(15,422,500)	96%
<b>TOTAL CHANGE IN NET ASSETS*</b>	19,616,786	19,970,680	(15,997,450)	(15,530,450)	3,619,336	4,440,230	123%

\*Transfers within the Authority (AVFA/ the Academe at 198, Bonds Series A and Series B) are excluded.

### **Attachments:**

- Housing Authority Programs 2025-26 Budget Report as of December 31, 2025

UC LAW SAN FRANCISCO  
Campus Housing Authority Programs  
2025-26 Budget Status Summary - December 31, 2025

3/12/2026

	The Academe at 198		AVFA		2025-26 Total Beginning Budget	2025-26 Total Midyear Revised Budget	Budget Variance (%)
	2025-26 Beginning Budget	2025-26 Midyear Revised Budget	2025-26 Beginning Budget	2025-26 Midyear Revised Budget			
<b>Revenues</b>	22,878,768	22,994,018	-	450,000	22,878,768	23,444,018	102%
<b>Expenditures</b>	3,261,982	3,023,338	7,950	557,950	3,269,932	3,581,288	110%
<b>Net Operations</b>	<b>19,616,786</b>	<b>19,970,680</b>	<b>(7,950)</b>	<b>(107,950)</b>	<b>19,608,836</b>	<b>19,862,730</b>	<b>101%</b>
<b>Nonoperating Revenues/(Expenses)</b>							
Investment Income	-	-	666,000	1,233,000	666,000	1,233,000	--
Other Revenue	-	-	-	-	-	-	--
Funded from Bond Proceeds	-	-	-	-	-	-	--
Debt Service	-	-	(16,655,500)	(16,655,500)	(16,655,500)	(16,655,500)	100%
Building Improvements	-	-	-	-	-	-	--
Transfers between between 198 and Authority	-	-	-	-	-	-	--
CIP Offset	-	-	-	-	-	-	--
Capital, Buildings	-	-	-	-	-	-	--
Transfers from Other Funds	-	-	-	-	-	-	--
Transfers to Other Funds	-	-	-	-	-	-	--
<b>Sub-total</b>	<b>-</b>	<b>-</b>	<b>(15,989,500)</b>	<b>(15,422,500)</b>	<b>(15,989,500)</b>	<b>(15,422,500)</b>	<b>96%</b>
<b>TOTAL CHANGE IN NET ASSETS*</b>	<b>19,616,786</b>	<b>19,970,680</b>	<b>(15,997,450)</b>	<b>(15,530,450)</b>	<b>3,619,336</b>	<b>4,440,230</b>	<b>123%</b>

\* Transfers within the Authority (Authority / The Academe at 198 / Bonds Series A and Series B) are excluded.

	Beginning Budget 2025-26	Midyear Revised Budget 2025-26	Actual as of 31-Dec-25	Actual Dec-24 as a Percent of Revised Budget	Year-end Actual 2024-25	Actual as of 31-Dec-24	Actual Dec-24 as a Percent of 2024-25 Year-end
<b>REVENUES</b>							
Residential Rent	13,747,544	13,947,544	7,047,041 *	51%	13,674,982	6,236,170	46%
Residential Rent Subsidy	2,900,000	2,900,000	1,450,000 *	50%	2,810,200	1,510,200	54%
DSCR Grant	2,450,000	2,450,000	816,667 *	33%	2,200,000	-	--
Housing Stipend	1,120,000	996,000	418,550 *	42%	-	-	--
Commercial Rent	2,497,124	2,497,124	1,248,562	50%	2,424,391	1,212,195	50%
Retail Leases	72,900	72,900	36,000	49%	70,250	34,500	49%
Other Revenue	91,200	130,450	100,996 *	77%	97,957	37,305	38%
<b>TOTAL OPERATING REVENUES</b>	<b>\$ 22,878,768</b>	<b>\$ 22,994,018</b>	<b>\$ 11,117,816</b>	<b>48%</b>	<b>\$21,277,780</b>	<b>\$ 9,030,370</b>	<b>42%</b>
<b>EXPENDITURES</b>							
Salaries and Wages	324,277	331,202	156,446	47%	294,674	132,566	45%
Student Wages--Regular & Work-study	-	-	-	--	-	-	--
Staff Benefits	136,058	139,358	60,766	44%	117,042	54,088	46%
Regular Contract Services	539,862	463,693	223,107	48%	474,806	247,803	52%
Other Contract Services	71,000	98,000	45,994	47%	46,266	34,546	75%
Utilities	1,426,367	1,376,190	547,269	40%	1,034,667	329,151	32%
Maintenance & Special Repairs	206,568	228,268	113,897	50%	150,720	85,260	57%
Legal Services	-	10,000	3,115	31%	-	-	--
Insurance	251,965	166,742	166,742 *	100%	209,971	209,971	100%
Supplies	162,885	75,885	29,154	38%	57,146	23,512	41%
Credit Card Fees	-	-	-	--	-	-	--
Computer Software	100,000	100,000	85,727 *	86%	91,971	90,651	99%
Printing & Reproduction	1,000	2,000	982	49%	3,890	2,094	54%
Marketing	10,000	-	-	--	14,979	13,729	92%
Miscellaneous	32,000	32,000	2,657 *	8%	136,468	16,002	12%
<b>TOTAL OPERATING EXPENDITURES</b>	<b>\$ 3,261,982</b>	<b>\$ 3,023,338</b>	<b>\$ 1,435,855</b>	<b>47%</b>	<b>\$ 2,632,600</b>	<b>\$ 1,239,373</b>	<b>47%</b>
<b>NET OPERATIONS</b>	<b>\$ 19,616,786</b>	<b>\$ 19,970,680</b>	<b>\$ 9,681,961</b>	<b>48%</b>	<b>\$18,645,181</b>	<b>\$ 7,790,997</b>	<b>42%</b>
<b>NONOPERATING REVENUES (EXPENSES)</b>							
Building Improvements	-	-	-	--	-	-	--
Transfers between 198 and Authority	-	-	-	--	-	-	--
Transfers from Other Funds	-	-	-	--	-	-	--
Transfers to Other Funds	-	-	-	--	-	-	--
CIP Offset	-	-	-	--	-	-	--
Capital Asset Additions/Deductions	-	-	-	--	-	-	--
<b>TOTAL NONOPERATING REVENUES (EXPENSES)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>--</b>	<b>\$ -</b>	<b>\$ -</b>	<b>--</b>
<b>TOTAL CHANGE IN NET ASSETS</b>	<b>\$ 19,616,786</b>	<b>\$ 19,970,680</b>	<b>\$ 9,681,961</b>	<b>49%</b>	<b>\$18,645,181</b>	<b>\$ 7,790,997</b>	<b>42%</b>

\* See attached narrative report.

UC LAW SAN FRANCISCO  
 Academic Village Finance Authority  
 2025-26 Budget Status - December 31, 2025

3/12/2026

	Beginning Budget 2025-26	Midyear Revised Budget 2025-26	Actual as of 31-Dec-25	Actual Dec-25 as a Percent of Revised Budget	Year-end Actual 2024-25	Actual as of 31-Dec-24	Actual Dec-24 as a Percent of 2024-25 Year-end
<b>REVENUES</b>							
Other	-	450,000	-	*	-	-	-
<b>TOTAL OPERATING REVENUES</b>	<b>\$ -</b>	<b>\$ 450,000</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>EXPENDITURES</b>							
Consultants	3,000	3,000	-	0%	3,000	-	-
Audit Services	3,450	3,450	3,125	91%	3,450	3,450.00	-
Ground Lease	-	-	1,000	-	-	-	-
Miscellaneous	1,500	1,500	-	0%	-	-	-
Building Depreciation	-	-	2,187,512	*	4,375,025	2,187,512.34	50%
Special Repairs	-	550,000	330,169	*	-	-	-
<b>TOTAL OPERATING EXPENDITURES</b>	<b>\$ 7,950</b>	<b>\$ 557,950</b>	<b>\$ 2,521,806</b>	<b>-</b>	<b>\$ 4,381,475</b>	<b>\$ 2,190,962</b>	<b>-</b>
<b>NET OPERATIONS</b>	<b>\$ (7,950)</b>	<b>\$ (107,950)</b>	<b>\$ (2,521,806)</b>	<b>-</b>	<b>\$ (4,381,475)</b>	<b>\$ (2,190,962)</b>	<b>-</b>
<b>NONOPERATING REVENUES (EXPENSES)</b>							
Investment Income	666,000	1,233,000	687,273	*	1,434,561	770,122	54%
Other Revenue	-	-	-	-	202,995	149,654	-
Funded from Bond Proceeds	-	-	-	-	-	-	-
Capital, Buildings	-	-	-	-	-	-	-
Capital Asset Additions/Deductions	-	-	-	-	-	-	-
CIP Offset	-	-	-	-	-	-	-
Debt Service (Principal & Interest)	(16,655,500)	(16,655,500)	(9,481,772)	57%	(18,836,574)	(9,397,598)	50%
Transfers between 198 and Authority	-	-	-	-	-	-	-
Transfers from Other Funds	-	-	9,810,719	-	17,439,669	-	0%
Transfers to Other Funds	-	-	(9,810,719)	-	(17,439,669)	-	-
<b>TOTAL NONOPERATING REVENUES (EXPENSES)</b>	<b>\$ (15,989,500)</b>	<b>\$ (15,422,500)</b>	<b>\$ (8,794,498)</b>	<b>57%</b>	<b>\$ (17,199,018)</b>	<b>\$ (8,477,822)</b>	<b>49%</b>
<b>TOTAL CHANGE IN NET ASSETS (OPERATIONS)</b>	<b>\$ (15,997,450)</b>	<b>\$ (15,530,450)</b>	<b>\$ (11,316,305)</b>	<b>73%</b>	<b>\$ (21,580,493)</b>	<b>\$ (10,668,785)</b>	<b>49%</b>

\* See attached narrative report.

**REPORT ITEM**

1. **REPORT BY:** Treasurer and Secretary David Seward
2. **SUBJECT:** Financing Update – Series 2026 Bonds & Historic Tax Credits – 100 McAllister
3. **REPORT:**

A verbal report will be provided regarding financing activities in support of the renovation of 100 McAllister Street.

**Attachments:**

- UC College of the Law, San Francisco - Investor Presentation, 2026
- Press Release - Revenue Bonds Fund Renovation of UC Law SF's Historic McAllister Tower, Expanding Student Housing, January 29, 2026



San Francisco  
**UC Law**

## News Release

**Contact:** Jenny Kwon  
Interim Communications Director  
and Assistant Chancellor & Dean  
[communications@uclawsf.edu](mailto:communications@uclawsf.edu)

Jan. 29, 2025

FOR IMMEDIATE RELEASE

### **Revenue Bonds Fund Renovation of UC Law SF's Historic McAllister Tower, Expanding Student Housing**

*Investment Supports the Academic Village with Student Housing, Space for  
Interdisciplinary Collaboration, and Revitalization of San Francisco Neighborhoods*

**SAN FRANCISCO** — University of California College of the Law, San Francisco (UC Law San Francisco) announced the successful sale of **\$138.8 million of Revenue Bonds, Series 2026**, which will support the renovation of the McAllister Tower, advancing the institution's Academic Village vision and the revitalization of San Francisco's Civic Center, Mid-Market, and Tenderloin neighborhoods.

The renovation of the historic, 28-story McAllister Tower, slated for opening in Fall 2027, will deliver up to 200 beds with an additional 80 beds over time of below-market rate housing for students from UC Law San Francisco and other higher education institutions. It will also produce enhanced academic space, while preserving the building's architectural and historic significance. The tower project is part of UC Law SF's Academic Village, which will provide approximately 1,000 campus housing beds with its existing facilities. Future plans include an additional 400 beds on a site owned by Unite Here/Local 2 with development rights controlled by the College under an option agreement.



The historic 28-story McAllister Tower, designed by Timothy Pflueger and built in 1930, served as a church, hotel, wartime facility, and government office before UC Law SF acquired it in 1980 for student housing. The renovation will restore residential units, upgrade elevators, reinforce the structure for seismic safety, repair the exterior, and will also provide for academic and administrative use.

The McAllister Tower project is the third phase of UC Law San Francisco's Academic Village, which aims to foster interdisciplinary collaboration by bringing together students, academics, and staff from multiple higher education institutions on a shared urban campus. A central element of this strategic vision is high-quality, low-cost housing for affiliated students and personnel across these institutions.

Phase one of the Academic Village, completed in 2020, was the development of the Cotchett Law Center at 333 Golden Gate Ave., a 57,000-square-foot academic building. Certified LEED Platinum, the six-story structure houses classrooms, conference spaces, faculty offices, and a rooftop deck. Phase 2, completed in 2023, was The Academe at 198, located at 198 McAllister St. The 14-story, mixed-use structure includes 656 fully furnished apartments at below-market rents. Certified LEED Gold, it also includes an auditorium, trial and appellate mock courtrooms, meeting spaces, a café, and other street-level retail space.

The McAllister Tower project is funded by a combination of bond proceeds, grants from the State of California, proceeds from Historic Tax Credits, philanthropy, and UC Law San Francisco institutional funds.

The bonds received exceptionally strong investor demand, reflecting the College's financial stability and confidence in the State-supported debt service structure. In total, 84 unique investors reviewed the Preliminary Official Statement and Investor Presentation, and 54 investors placed orders of more than \$2.2 billion. This robust participation supported yield reductions of up to 40 basis points (0.40%) during the pricing process, enabling the College to raise additional bond proceeds that will be applied to project costs.

The bonds carry an investment grade underlying rating of Baa1 from Moody's and are insured by Build America Mutual, resulting in a rating of AA from Standard & Poor's. The Series 2026 Bonds was a taxable issuance priced at a true interest cost of 5.95%.

Raymond James and Loop Capital served as senior manager and co-manager, respectively. CSG Advisors Incorporated served as municipal advisor, Orrick, Herrington & Sutcliffe LLP as bond counsel, Nixon Peabody LLP served as disclosure and underwriters' counsel, and Century Urban as real estate advisor.

## **About UC Law San Francisco**

*The [University of California College of the Law, San Francisco](#) was established by statute in 1878. While the College maintains a close affiliation with the University of California, it is an independent institution. Formerly known as UC Hastings, the College became the University of California College of the Law, San Francisco – or UC Law SF – on Jan. 1, 2023, under state legislation enacted in 2022. UC Law SF is the oldest law school in the United States west of the Rockies and ranks first in the nation in graduates admitted to the California bar.*

###



## **College of the Law, San Francisco (UC Law San Francisco)**

**\$132,115,000\***  
Revenue Bonds, Series 2026  
(Federally Taxable)

Investor Presentation



# Disclaimer

This electronic Investor Presentation you are about to view is provided as of December 30, 2025 for a proposed offering by the University of California College of the Law, San Francisco (the “College”, “Issuer” or “UC Law”) of its Revenue Bonds, Series 2026 (Federally Taxable) (the “Series 2026 Bonds”). If you are viewing this presentation after that date, there may have been events that occurred subsequent to such date that would have a material adverse effect on the financial information that is presented herein, and neither the Issuer nor the Underwriters have undertaken any obligation to update this electronic presentation. All market prices, financial data and other information provided herein are not warranted as to completeness or accuracy and are subject to change without notice.

This Investor Presentation is provided for your information and convenience only. Any investment decisions regarding the Offered Bonds should only be made after careful review of the complete preliminary official statement related to the Offered Bonds (the “Preliminary Official Statement” or “POS”) or official statement related to the Offered Bonds (the “Official Statement” or “OS”). Capitalized terms in this Investor Presentation which are not otherwise defined herein shall have the respective meanings specified in the POS. You agree not to duplicate, copy, download, screen capture, electronically store, or record this presentation, nor to produce, publish or distribute this presentation in any form whatsoever. All communications made in respect of the proposed offering of the Offered Bonds (including this Investor Presentation) may be distributed only in accordance with the laws and regulations of the relevant jurisdiction in which the communication is made.

This Investor Presentation does not constitute a recommendation or an offer or solicitation for the purchase or sale of any security or other financial instrument or to adopt any investment strategy. Any offer or solicitation with respect to any security will be made by means of a POS or OS which will describe the actual terms of such security. In no event shall the Underwriters be liable for any use by any party of, for any decision made or action taken by any party in reliance upon, or for any inaccuracies or errors in, or omissions from, the information contained herein and such information may not be relied upon by you in evaluating the merits of participating in any transaction mentioned herein. The Underwriters make no representation as to the legal, tax, credit, or accounting treatment of any transactions mentioned herein, or any other effects such transactions may have on you and your affiliates or any other parties to such transactions and their respective affiliates. You should consult with your own advisors as to such matters. Nothing in these materials constitutes a commitment by the Underwriters or any of their affiliates to enter into any transaction. No assurance can be given that any transaction mentioned herein could in fact be executed. Past performance is not indicative of future returns, which will vary. Transactions involving securities and financial instruments mentioned herein may not be suitable for all investors. You should consult with your own advisors as to the suitability of such securities or other financial instruments for your particular circumstances. Additional information is available upon request.

Any statements in this Investor Presentation that are not historical facts are forward-looking statements based upon current expectations of future events and are subject to risks and uncertainty. Actual results could differ materially from those expressed or implied by such statements. The Issuer therefore cautions against placing reliance on any of the forward-looking statements included in this Investor Presentation. All forward-looking statements included in this Investor Presentation are made only as of the date hereof and none of the Issuer or the Underwriters assume any obligation to update any forward-looking statements made by the Issuer, or on its behalf, as a result of new information, future events, or other factors.

# Transaction Summary

<b>Issuer</b>	College of the Law, San Francisco (“UC Law San Francisco”, “UC Law SF” or the “College”)
<b>Issue Description</b>	Revenue Bonds, Series 2026 (Federally Taxable) (the “Series 2026 Bonds”)
<b>Par Amount*</b>	\$132,115,000
<b>Tax Status</b>	Federally Taxable Exempt from State of California Personal Income Tax
<b>Structure</b>	Fixed rate bonds with maturities August 1, 2027 through August 1, 2055
<b>Redemption*</b>	Make-Whole Call through August 1, 2036; Optional Redemption at Par on August 1, 2036 (Expected)
<b>Rating</b>	Moody's: Baa1 (Underlying) / S&P: AA (Insured)
<b>Bond Insurer</b>	Build America Mutual Assurance Company (BAM)
<b>Use of Proceeds</b>	Financing the improvement, equipping, remodeling and renovation of the 100 McAllister Tower (the “Series 2026 Project”)
<b>Security</b>	UC Law San Francisco is obligated to pay principal of and interest on the Series 2026 Bonds from any “Available Funds,” which the Trust Agreement defines as all revenues and funds of UC Law San Francisco lawfully available to pay debt service on the Series 2026 Bonds
<b>Bond Counsel</b>	Orrick, Herrington & Sutcliffe LLP
<b>Underwriters</b>	Senior Manager: Raymond James; Co-Manager: Loop Capital
<b>Municipal Advisor</b>	CSG Advisors Incorporated

\*Preliminary, Subject to Change.



# UC Law San Francisco Overview

- UC Law SF, formerly known as UC Hastings or Hastings College of the Law, was established by Chief Justice Serranus Hastings by a grant to the State of California in 1878:
  - Affiliated with the University of California as the “law department” thereof
  - Oldest law school in the Western U.S.
  - One of the largest public law schools in the U.S.
- The College is a highly selective law school specializing in innovation, public service and corporate law
- JD applications are strong and increasing, up nearly 24% from Fall of 2024 to Fall of 2025
- The College is affiliated with the University of California but operates with its own independent Board of Directors and receives direct funding through the California State budget, with a separate line item in the State’s annual Budget Act



# Campus Overview – At the Nexus of the Civic Center, Tenderloin, and Mid-Market Districts



**Key: UC Law SF Academic Village**

- 1. PHASE 1—Cotchett Law Center, 333 Golden Gate Ave.
- 2. Kane Hall, 200 McAllister St.
- 3. PHASE 2—Academe at 198, 198 McAllister St.
- 4. PHASE 3—McAllister Tower, 100 McAllister St.
- 5. PHASE 4—Future Campus Expansion, 201-247 Golden Gate Ave.
- 6. Parking and Retail Structure, 376 Larkin St.

**Key: Neighborhood Context**

- 7. Davies Symphony Hall
  - 8. War Memorial Opera House
  - 9. San Francisco City Hall
  - 10. San Francisco Superior Court
  - 11. California Supreme Court and Court of Appeal
  - 12. Phillip Burton Federal Building and U.S. Courthouse
  - 13. San Francisco Public Library
  - 14. Asian Art Museum
  - 15. 50 United Nations Plaza
  - 16. Orpheum Theatre
- bART** BART: Civic Center / UN Plaza Station

# Student Enrollment Highlights

## Overall Enrollment

- **1,176 students** enrolled in Fall 2025, maintaining the College's position as one of California's largest law schools

## Increased Application Growth and Selectivity

- **23% increase** in JD applications for Fall 2025 (Class of 2028):
  - **4,645 applications** vs. **3,746** prior year
- Acceptance rate **improved to 27%**, the most selective cycle since **2015**
  - Yield rate: **30%**, up from **28%** in 2024

## Bar Passage Success

- UC Law SF's first-time pass rate on the July 2025 California Bar Exam (86%) exceeded the statewide ABA-accredited average

## Strong Post Graduate Employment Trends

- 93.7% of the Class of 2024 have secured employment since graduation (up from 92% in 2023)



# High Quality and Affordable Law School Option

- For 2025-26, the College’s fees are lower than the average charged by other UC law schools and California private law schools
- UC Law SF’s resident fee is **9.6% lower** than the average resident fee of the other UC law schools
- UC Law SF’s nonresident tuition is **9.1% lower** than the average nonresident fee charged by the other UC law schools
- The College’s fees also compare favorably to other public and private institutions across the U.S., particularly for California residents

2025-26 Tuition Charges	Total Resident <sup>(1)</sup>	Total Nonresident <sup>(2)</sup>
<b>University of California Law Schools</b>		
<b>UC Law SF</b>	<b>\$61,163</b>	<b>\$69,849</b>
UC Berkeley	74,094	74,093
UC Davis	65,150	77,395
UC Irvine	62,798	75,043
UCLA	68,751	80,996
<b>California Private Law Schools<sup>(2)</sup></b>		
University of Santa Clara	\$63,280	
University of San Diego	66,950	
Pepperdine	72,920	
Loyola Marymount	70,360	
University of Southern California	84,034	
University of San Francisco	59,800	
<b>Other National Institutions<sup>(2)</sup></b>		
Boston College	\$72,755	N/A
George Washington	75,420	N/A
University of Texas	38,236	\$56,822
University of Minnesota	51,440	61,844
University of Michigan	72,974	75,974

1. Total Resident Fees for UC Law schools includes resident fees, health insurance and campus fees. For other UC campuses, Resident Fees are referred to as Mandatory System-wide fees consisting of the Educational Fee, Student Service Fee, and Professional Degree Supplemental Tuition. Health Insurance premiums can be waived upon presentation of proof of alternative, comparable coverage.

2. Nonresident Tuition is a fee in addition to the resident fees. Students typically achieve residency status after their first year of attendance.

# Diversified Revenue Base and Manageable Expenses

- Student fees and State Appropriations are the primary revenue sources of UC Law San Francisco, representing 47% and 33%, respectively, of total net operating and nonoperating revenue in FY 2024-25
- Total **operating revenues** grew steadily from \$40.5M → \$61.8M over five years
  - Student Fees are the primary operating revenue source, rising from \$27.4M → \$38.1M over five years
    - Consists of the General Enrollment Fee, Nonresident Tuition, Health Services Fee, Activity Fee and Multi-State Bar Exam Support Fee, and UC Graduate Student Health Insurance Accident and Sickness Insurance Plan
- **Ancillary revenues** from parking operations, special events and guest services totaled \$4.2M in FY 2024-25
  - Annual positive cashflow from garage operations expected to increase by \$1.5M in FY 2026-27 due to defeasance of the Series 2017 Revenue Bonds in December 2025
- Total **operating expenses** increased from \$71.5M (FY 2020-21) → \$86.5M (FY 2024-25), reflecting investments in staffing and campus operations
  - Pension and retiree health costs decreased substantially in FY25 due to favorable investment performance reducing deferred outflows supporting these programs

# State Appropriations

The State of California has appropriated funds to the College with three main components:

- **Base Budget:** The State provides funds to public universities to support general operating activities and other adjustments (e.g. debt service) as made from time to time
- **One-Time Funding:** At various times, the State has provided the College with one-time funding to support institutional priorities, most significantly a grant of \$90 million in FY 2022-23 to provide funding for the seismic upgrade of 100 McAllister (Phase 1)
- **333 Golden Gate Avenue Lease Payments:** The State Public Works Board issued lease revenue bonds in 2020 to fund the construction of an academic building at 333 Golden Gate Avenue. The State supports this debt service with annual appropriations

Fiscal Year	Base Budget		One-Time Support	333 GG Lease Payments <sup>(1)</sup>	Total General Fund
	Operational Support	Series 2026 Project			
2005-06	\$8,363	-	-	-	\$8,363
2006-07	10,671	-	-	-	10,671
2007-08	10,631	-	-	-	10,631
2008-09	10,115	-	-	-	10,115
2009-10	8,270 <sup>(2)</sup>	-	-	-	8,270 <sup>(2)</sup>
2010-11	8,364 <sup>(2)</sup>	-	-	-	8,364 <sup>(2)</sup>
2011-12	6,935 <sup>(2)</sup>	-	-	-	6,935 <sup>(2)</sup>
2012-13	7,849	-	-	-	7,849
2013-14	8,360	-	-	-	8,360
2014-15	9,628	-	-	-	9,628
2015-16	10,644	-	-	-	10,644
2016-17	11,659	-	\$2,000	-	13,659
2017-18	12,726	-	-	-	12,726
2018-19	13,812	-	6,457	-	20,269
2019-20	15,234	-	1,094	-	16,328
2020-21	14,688	-	-	\$3,452	18,140
2021-22	16,789	-	11,000	3,096	30,885
2022-23	18,789	-	90,885 <sup>(3)</sup>	3,089	112,763
2023-24	20,956	-	3,000	3,088	27,044
2024-25	23,181	-	-	3,092	26,273
2025-26	24,836 <sup>(4)</sup>	\$10,079 <sup>(4)</sup>	-	3,090	38,005
2026-27 <sup>(5)</sup> Proposed	[27,380]	[\$10,079]		[3,090]	[40,549]

(1) Column 3 reflects annual appropriations to support lease payments on bonds issued by the State Public Works Board in 2020 to finance the Cotchett Law Center in the Academic Village

(2) The State reduced baseline support to UC Law San Francisco as well as many departments and offices of the State to address budgetary shortfalls arising from the “great recession” of 2008-09.

(3) Includes a grant from the State of \$90 million for the first phase of the reconstruction of the McAllister Tower.

(4) In the final Budget Act for Fiscal Year 2025-26, the appropriation by the State to UC Law San Francisco is \$34,915,000, and the Budget Act specifically identifies that the increase of \$10,079,000 is to support debt service for the Series 2026 Project. UC Law San Francisco received the \$10,079,000 from the State in August 2025.

(5) Figures in this row reflect what UC Law San Francisco has submitted in its annual budget request and expects to be included in the proposed appropriations in the Governor’s Proposed Budget for Fiscal Year 2026-27 expected to be released by January 10, 2026. The actual proposed appropriations to UC Law San Francisco may differ in the Governor’s Proposed Budget. Even if included in the Governor’s Proposed Budget, these amounts are

9 subject to change and revision in the May Revise and approval by the Legislature and the Governor of the final Budget Act.

# New Dedicated Reserves

## Operating Reserve Fund

- The Board of Directors recently adopted a policy establishing an Operating Reserve Fund with a funding target of two months of budgeted Core Funds operating revenue
  - Application of this standard results in an Operating Reserve Fund of \$16 million

## Debt Management Fund

- To supplement the Operating Reserve Fund, a new Board-designated fund was established setting aside funds for debt management purposes
- The Debt Management Fund was funded with a transfer of \$20 million from existing reserve funds; \$13 million has been used for the defeasance of the Series 2017 Bonds in December 2025

## Plant Fund Reserve

- The Plant Fund Reserve functions as a savings mechanism to ensure the College can meet its long-term infrastructure needs without disrupting operating budgets
- The use of the Plant Fund Reserve has been broadened to include all facilities. The fund itself is supplemented by building reserves previously earmarked for McAllister Tower
  - These funds are available to support the 100 McAllister Project

Fund Balances (\$MM)	Amount As of June 30, 2025*	Projection Amount As of June 30, 2026
<b>Previous:</b>		
Operating Reserve*	\$35.9	\$34.1
Plant Fund Reserve	7.4	7.5
Auxiliary Enterprises	6.9	7.1
<b>Total**</b>	<b>\$50.2</b>	<b>\$48.7</b>
<b>Current:</b>		
Operating Reserve (Targeted)		16.0
Debt Management Fund (New)		20.0
Plant Fund Reserve		12.7
<b>Total</b>		<b>\$48.7</b>

\*The carryover of the prior year's operating reserves/net assets is the net amount of Core Fund assets minus liabilities, excluding non-cash pension accounts (i.e., deferred outflows/inflows of resources, net pension, and retiree health benefits liabilities with UCRP).

\*\*Excludes \$1.2 million fund balance as of June 30, 2025 in nonstate Hastings-Digardi-Hall account (09-35150).

Appendix A Page A-26 & A-27.

# Funded Long-Range Capital Plan for the Academic Village

## Kane Hall at 200 McAllister Street

**Completed in 2007**

- Academic space, student support, food service, classrooms, research centers, and library upgraded (including seismic)
- Additional classrooms, and ground floor improvements, added in 2016

## Larkin Street Parking Garage at 376 Larkin

**Completed in 2009**

- 395 parking stalls and 9,900 square feet of retail space
- Funded by Revenue Bonds which were fully defeased in December 2025



## Cotchett Law Center at 333 Golden Gate

**Completed in 2020**

- Classroom, conference space, and Skydeck
- First new academic building in 40 years
- Funded by bonds issued by the State Public Works Board, 100% supported by a restricted and separate State General Fund appropriation

## 198 McAllister

**Completed in 2023**

- Mixed-use 667-beds of campus housing, classroom, courtrooms, auditorium and ground floor retail
- 85% economic occupancy rate in 2<sup>nd</sup> year of operation
- 18 years remaining on its 20-year Occupancy Agreement with the University of California
- Funded by Academic Village Finance Authority Revenue Bonds

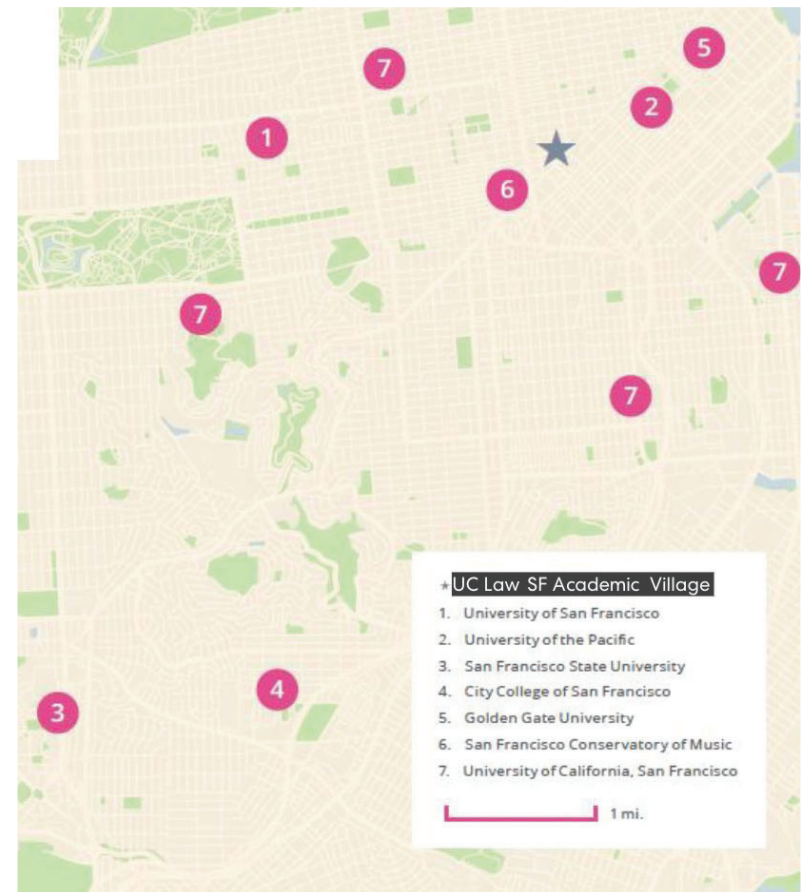
## 100 McAllister

**Construction Underway**  
**Projected Completion in 2027**

- Approximately 200 beds of campus housing and provision for office space, administrative space and lounge amenities
- Athletic center and 80 additional beds are planned depending on funding availability
- **Funded by State grants, institutional funds, State appropriations, Historic Tax Credits, and the Series 2026 Bonds**

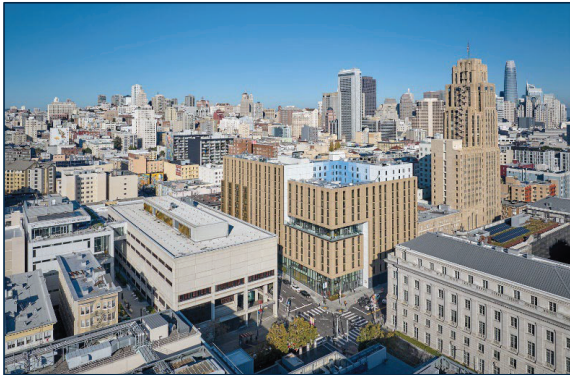
# San Francisco Higher Education Partnerships– Campus Housing

- The College has formalized a housing partnership with the University of California in the form of a 20-year Occupancy Agreement
- Housing at below-market rates is currently being provided to students from:
  - UC Law SF
  - UC San Francisco
  - UC Davis
  - University of San Francisco
  - University of the Pacific’s Dugoni School of Dentistry
- The Academic Village is supported by its proximity to multiple modes of local and regional public transit (BART, Muni light rail, bus lines, UCSF shuttle system, etc.) and a College-operated 395-stall garage



# Phasing of Renovations at 100 McAllister

- The Series 2026 Project is a key element of UC Law SF's strategic vision, the Academic Village, which is the College's long-range plan for spurring interdisciplinary engagement among academics and students across institutions on a single urban campus located in the heart of San Francisco
- The rehabilitation is taking place in two phases:
  - Phase 1: Currently underway, **scheduled for completion in 2026**, and includes:
    - Seismic upgrade to UC Law Seismic Safety Policy Standards (equivalent to UC's seismic performance requirements) which exceed City and County of San Francisco standards
    - Exterior skin repair and spot waterproofing
    - Interior hazardous materials abatement
    - Design and Permitting for Phase 2 and Office of Historic Preservation interface
  - Phase 2: Phase 2 is scheduled to commence in March 2026 (funded in part by proceeds from the Series 2026 Bonds) with a **projected completion date in July 2027**



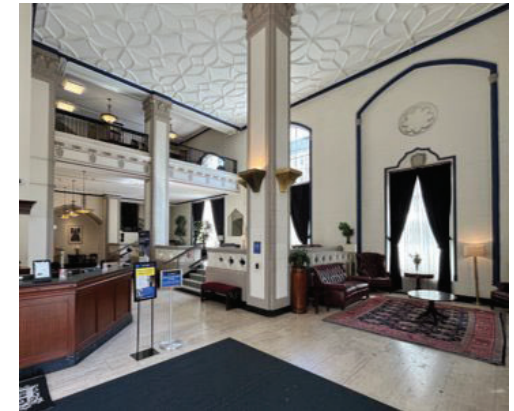
# 100 McAllister (Phase 2) Project Overview

## Property Objective:

- Demonstrates UC Law SF's commitment to its strategic vision, the implementation of a multi-institutional Academic Village, and an affirmation of its confidence in the revitalization of San Francisco's Civic Center, Tenderloin, and Mid-Market neighborhoods

## Series 2026 Project Renovations:

- Completion of seismic upgrade from SF Building Code to 100% compliance with UC Law's Seismic Safety Policy
- Historic rehabilitation as required by the National Park Service for eligibility for Federal Historic Tax Credits (e.g. lobby, Walnut Room lounge, grand ballroom, and the restoration of the historic fabric of the 25th and 26th penthouse floors)
- Residential apartment build-outs for approximately 198 bedrooms (or 40 units) from floors 6-13 and academic office/classroom shell improvements
- Window repair and replacement
- Interior cold shell improvements and partial material stocking from floors 14-24 for remaining residential build-outs
- Building systems upgrades including elevator, fire/life-safety, MEP, Title 24/ADA improvements



# Plan of Finance

- As of September 2025, the total estimated project cost of \$273.1 million is to be funded as follows:
  - \$104.1 million for Phase 1 from a State Grant already received, UC Law SF institutional funds and a possible transfer from the Plant Fund Reserve
  - \$169.0 million for Phase 2 from Series 2026 Bond proceeds and Historic Tax Credits
- UC Law San Francisco is updating cost estimates using revised drawings and additional subcontractor bids, now covering approximately 92% of total hard construction costs
  - The total cost of Phase 2 is expected to increase as refinements are finalized
- UC Law expects to execute an exclusive letter of intent with a nationally recognized Historic Tax Credit investor by January 2026, with closing not later than calendar year-end 2026 and 75-85% of Historic Tax Credit investor proceeds expected to be contributed by September 2027
- UC Law expects that a combination of the net proceeds of the Series 2026 Bonds, net proceeds from historic tax credits, and UC Law San Francisco institutional funds will be sufficient to fund Phase 2

# Sources of Payment and Security

**Source of Funds:** The Series 2026 Bonds are payable from Available Funds, which the Trust Agreement defines as “all revenues and funds of the College legally available to pay debt service”

**State Appropriation for Debt Service on McAllister Tower:** In its Budget Act of 2025, the State appropriated a General Fund allocation of \$10.079 million to support debt service for the McAllister Tower capital renovation project for the 2025-26 Fiscal Year

- The allocation is included in the College’s Support Appropriation for FY 2025-26, and was received in August 2025
- The \$10.079 million appropriation has been requested by the College for inclusion in the FY 2026-27 Governor’s Budget proposal which is scheduled to be released by January 10, 2026.
- The \$10.079 million will be included in the College’s Base Budget request going forward and is expected to be incorporated into each year’s final Budget Act appropriation
- The Series 2026 Bonds are sized for annual debt service payments equal to the \$10.079 million expected annual appropriation

**Key Covenants:** The College has covenanted that while any Bonds are Outstanding:

- **Revenue Covenant:** The College must set annual rates, charges and fees in each Fiscal Year to ensure sufficient funds, along with State appropriations and reserves, to pay operating expenses and principal and interest on the Series 2026 Bonds
- **Maintain Accreditations:** UC Law San Francisco has covenanted that it will maintain its accreditations from (1) the American Bar Association and (2) the Committee of Bar Examiners of the State

# Preliminary Financing Schedule and Contact Information

## Financing Schedule

POS Posting	December 30, 2025
Pricing	January 14, 2025
Closing	January 27, 2025

## Contact Information

The College  
**UC Law San Francisco**

David Seward, Chief Financial Officer  
415-596-7425 | [sewardd@uclawsf.edu](mailto:sewardd@uclawsf.edu)

Municipal Advisor  
**CSG Advisors**

Scott Smith, Principal  
415-613-1717 | [ssmith@csqadvisors.com](mailto:ssmith@csqadvisors.com)

Senior Managing Underwriter  
**Raymond James**

Chris Mukai, Managing Director  
424-313-1201 | [christopher.mukai@raymondjames.com](mailto:christopher.mukai@raymondjames.com)

Emily Giles, Managing Director  
415-616-8923 | [emily.giles@raymondjames.com](mailto:emily.giles@raymondjames.com)

Agent for Sale  
**State Treasurer's Office**  
[www.buycaliforniabonds.com](http://www.buycaliforniabonds.com)

Investor Relations Team - Public Finance Division  
800-900-3873 | [investorrelations@treasurer.ca.gov](mailto:investorrelations@treasurer.ca.gov)

**REPORT ITEM**

1. **REPORT BY:** Chief Operating Officer Rhiannon Bailard
2. **SUBJECT:** Academic Village – McAllister Tower Seismic Upgrade Project Update
3. **REPORT:**

Activities substantially completed to date include abatement and soft demolition; installation of tower steel bracing to support structural demolitions; permeation grouting for soil improvement; and completion of the structural demolitions.

Concrete placement for the main mat foundation was completed on 12/20/25. The rest of the seismic retrofit work remains ongoing, including construction of the remaining foundation elements and the new elevator core. The core buildout is projected to reach Level 3 in March.

Procurement of the remaining project scopes, including interior finishes, is ongoing through the public bidding process, with all bids due by early March.

Construction of the project is targeted for completion by July 2027.

**Attachment:**

- McAllister Tower Seismic Upgrade Project Update

# McAllister Tower Seismic Upgrade Project – Status Report

Board of Directors

March 12, 2026



UC Law San Francisco

# Construction Progress Summary

## Completed Activities:

- Abatement and demolitions
- Soil improvement
- Main mat foundation

## Ongoing Activities:

- Seismic retrofit
- Interior buildout
- Procurement
- Façade repair

Project Substantial Completion – July 2027

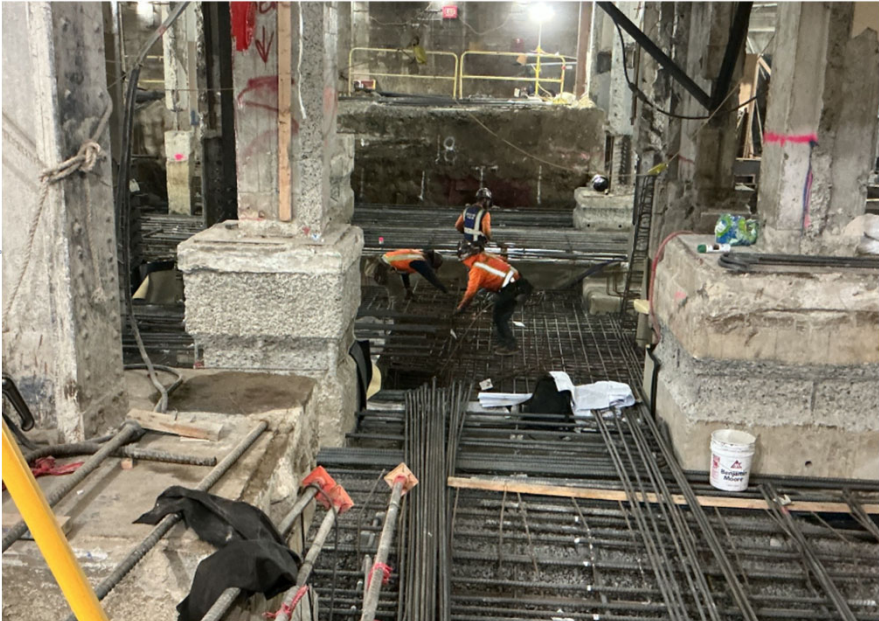


# Construction Progress

## Main Mat Foundation



**Excavation- 2025.10**



**Bottom Rebar Installation -2025.12**



**Utility Installation -2025.12**



**Top Rebar Installation -2025.12**

# Construction Progress

## Main Mat Foundation



Concrete Placement - 2025.12.20



# Construction Progress

## New Elevator Core

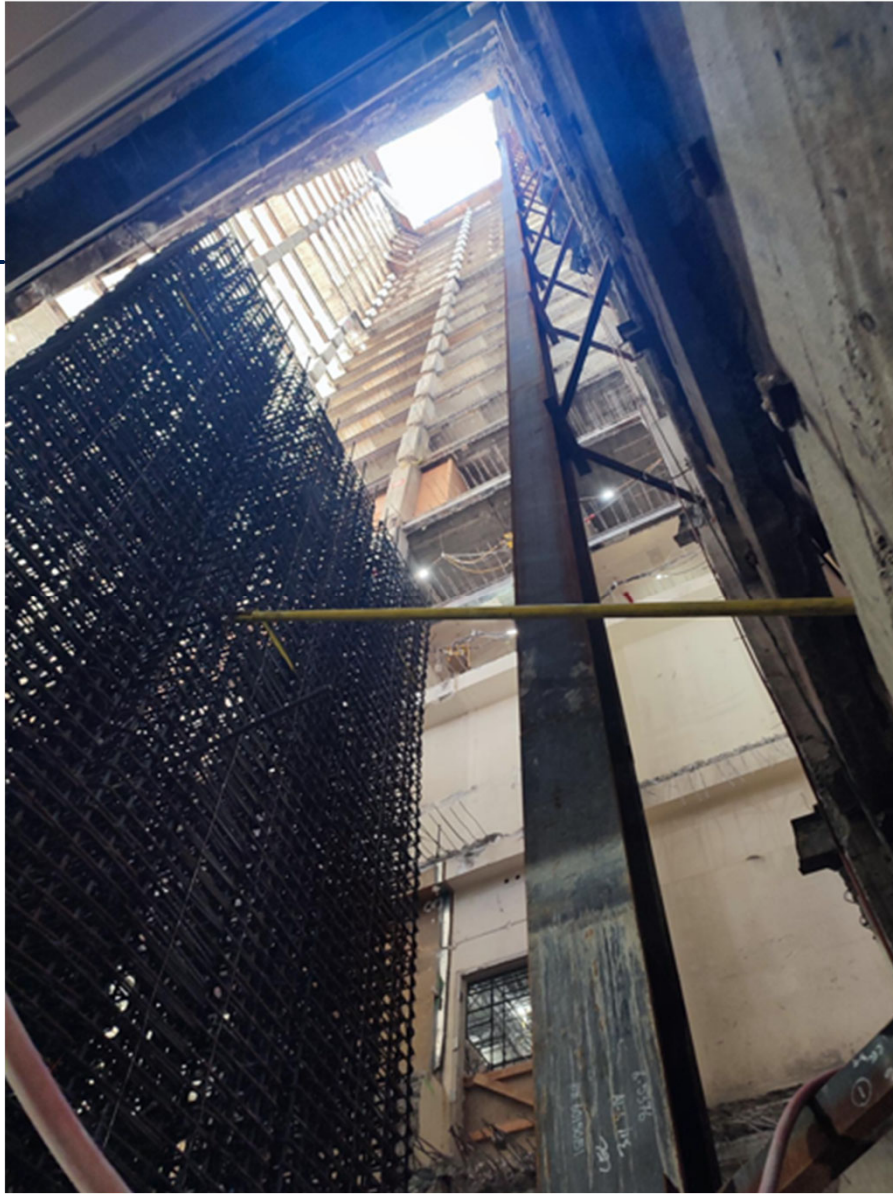


# Construction Progress

## New Elevator Core



# Construction Progress



# Construction Progress

## New Elevator Core



**Thank You!**

# #6 - Academic Village Implementation Update

Presented to AVFA Board of Directors

March 12<sup>th</sup>, 2026



UC Law San Francisco

# 6.1 - SFSU – College of Business – Lease Approval and Budget Change for Buildouts

- 11 construction bids
- Lowest responsive construction bid accepted - \$599,100 with 10% contingency
- Soft cost of \$265,000
- Tight construction timeline for making July 1st handoff date



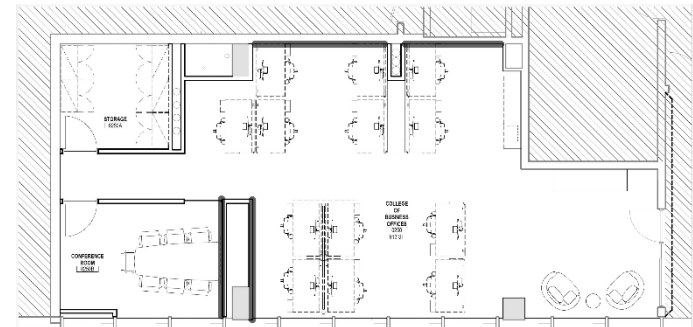
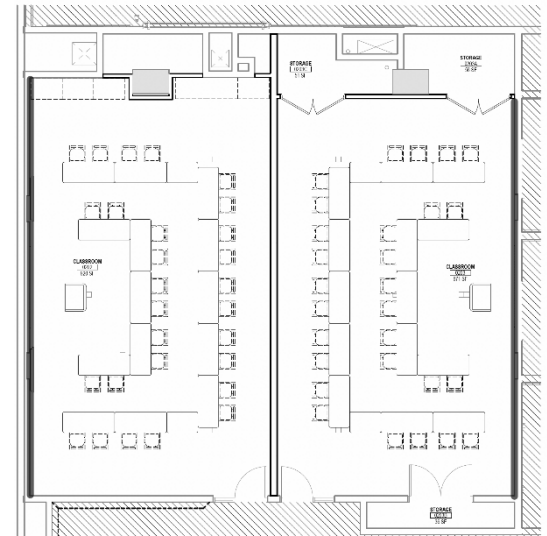
# 6.1 - SFSU – College of Business – Lease Approval and Budget Change for Buildouts

A lease agreement for exclusive classroom and office space for SF State

- 3,273 useable square footage, at \$57 per square foot
- \$208,946 in annual lease revenue in first year, five year initial term with two options to renew for two years

A shared facilities license agreement for access to additional classrooms and event spaces.

- 60 month lease coterminous with the lease. Revenue to be determined



# 6.2 Golden Gate University – Short-term Office Lease & Shared Classroom License Agreement

- Two agreements for proposed use of campus
- Exclusive office space via lease agreement– *36 months*
- Shared classrooms space several times per year per facilities license agreement – *48 months*



## Projected revenue

- With summer classes - \$350,000
- Without summer classes - \$200,000



# 6.3 HBCU/City & County of San Francisco Human Rights Commission – Summer Residential Program

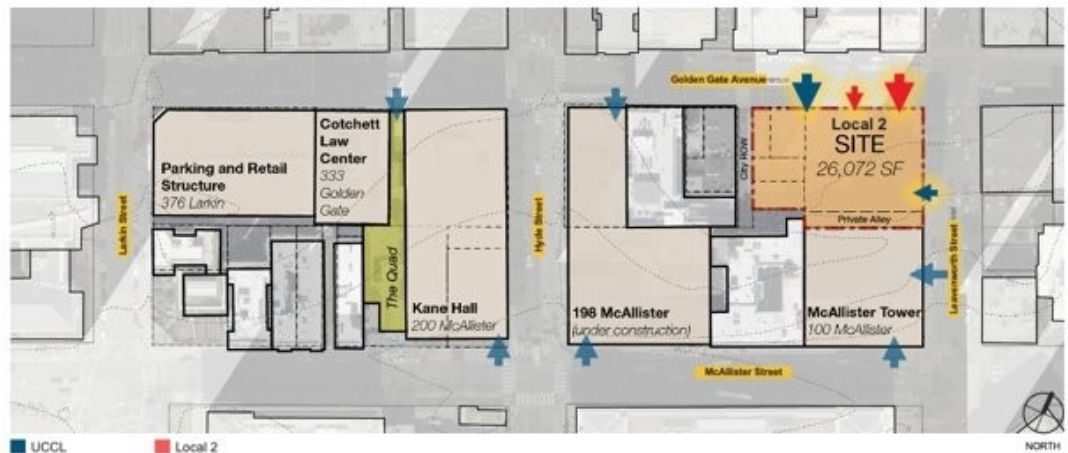
- UC Law SF to provide 31 apartments to SF HRC/HBCU student participants
- Apartments will be single bedrooms in the Academe – 198 McAllister
- Leases from June 20<sup>th</sup>, 2026 to August 1<sup>st</sup> 2026 at \$75/day



**SAN FRANCISCO  
HUMAN RIGHTS  
COMMISSION**

# 6.4 – Unite Here/Local 2 – Market and Housing Demand Analysis

- UC Law SF to seek Housing and Demand Analysis for potential future workforce housing project at Unite Here/Local 2 per option agreement
- Analysis will build off the same study done for 100 McAllister last year with the same provider – Brailsford and Dunlavey



# #6 - Academic Village Implementation Update

Presented to AVFA Board of Directors  
March 12<sup>th</sup>, 2026



UC Law San Francisco

**ACTION ITEM**

1. **REPORT BY:** Chief Operating Officer Rhiannon Bailard  
Treasurer and Secretary David Seward
2. **SUBJECT:** SF State University Lease Agreements & Tenant  
Improvement Budget Authorization
3. **RECOMMENDATION:**

That the Board of Directors authorizes UC Law San Francisco to enter into binding lease and shared facilities license agreements with San Francisco State University and authorizes a budget allocation of \$702,383 for construction services by Bhogal Brothers and other project costs to complete the classroom and office buildouts at 198 McAllister to effectuate the SF State College of Business' relocation to UC Law.

4. **BACKGROUND:**

UC Law San Francisco ("UC Law SF") and San Francisco State University ("SF State") have been collaborating to relocate SF State's College of Business from SF State's downtown campus, which closes on June 30, 2026, to UC Law SF, pursuant to the College's Academic Village model. Following execution of a non-binding letter of intent previously authorized by the Board of Directors, the parties are now prepared to enter into two binding agreements governing SF State's use of space on the UC Law SF campus commencing on July 1, 2026.

1. A lease agreement for exclusive classroom and office space for SF State; and
2. A shared facilities license agreement for access to additional classrooms and event spaces.

Under the proposed lease, SF State will occupy approximately 3,273 useable square feet of dedicated classroom and office space at 198 McAllister with a rental rate of \$57 per square foot, with an additional 12% administrative fee, generating \$208,948 in annual lease revenue in the initial year. The proposed lease term is five years (60 months) with two (2) options to renew for two years (24 months) each and includes a 3% annual rental escalation term through the initial period and any renewal periods.

Under the proposed shared facilities license agreement, SF State will utilize shared classrooms and event spaces pursuant to pricing included in the shared facilities license agreement. Shared classroom uses are contingent upon SF State's course schedule, which is not solidified for Fall 2026, along with uses as needed throughout the term of the license, which is coterminous with the lease, or five years (60) months. However, the license agreement includes a 5% annual escalation fee in consideration of potential market conditions.

To deliver the dedicated leased space, UC Law SF must complete buildout and tenant improvements to shelled areas at 198 McAllister. Following a competitive bid process with 11 vendors, Bhogal Brothers, came in as the lowest responsive qualified bid at \$599,100. The College estimates that approximately 60% of the cost represents tenant-improvements and approximately 40% reflects base-building and cold shell activation work that UC Law SF would otherwise need to undertake.

The total project budget is summarized below:

Design Costs (Budget Currently)	45,200
Construction Contract	599,100
Furniture, Fixtures & Equipment	43,283
Contingency (10% of hard cost)	<u>60,000</u>
Total	\$747,583
Less: Previously Budgeted Design Cost	<u>-45,200</u>
Total	\$702,383

Funding for this project would be allocated from the Plant Fund Reserve which has a current balance of \$12.4 million.

In terms of payback period, using only the dedicated lease revenue, and excluding the as-yet unknown shared facilities license income and annual escalation, the College recovers the total project cost of \$747,583 in 3.6 years. Over the initial five-year lease term, again excluding annual escalation, the dedicated lease revenue totals \$1.04 million, representing a return of 1.34 on the College’s total capital investment. Contractual 3% annual rent escalation, revenue from the shared facilities license agreement, additional dedicated lease revenue pursuant to the options to renew, and the potential for SF State College of Business students to reside at the Academe at 198 provide additional upside and further strengthen the overall financial performance of the partnership.

Finally, the proposed agreements advance UC Law SF’s Academic Village by strengthening intersegmental partnerships, generating stable auxiliary revenue, and supporting activation of the campus and surrounding community.

**5. PROPOSED RESOLUTION:**

Resolved, that the Board of Directors authorizes UC Law San Francisco to enter into binding lease and shared facilities license agreements with San Francisco State University.

Be it further resolved, that the Board of Directors authorizes a project budget allocation of \$702,383 for construction services, furniture, fixtures and equipment, and contingency. (Funding for design services has been previously approved.)

Be it further resolved, that the Board of Directors authorizes contract award in the amount of \$599,100 to Bhogal Brothers to complete the classroom and office buildouts at 198 McAllister to effectuate the SF State College of Business’ relocation to UC Law’s Academic Village.

**UNIVERSITY OF CALIFORNIA  
COLLEGE OF THE LAW  
SAN FRANCISCO  
200 McAllister Street  
San Francisco, California 94102**

**FACILITIES LICENSE AND USAGE AGREEMENT  
Academic Year 2026-2029**

This License Agreement (“Agreement”) is entered into by and between the University of California College of the Law San Francisco (UC Law SF) and the Board of Trustees of the California State University, which is the State of California acting in its higher education capacity, on behalf of San Francisco State University (SFSU), one of twenty-three (23) universities in the California State University system. SFSU and UC Law SF each a “Party” and collectively, the “Parties”, effective as of July 1, 2026 (“Effective Date”).

UC Law SF and SFSU agree to the following facility use schedule based on the information provided to date. This document reflects the planned facility use for the SFSU 2026-27 summer and fall quarterly program sessions and the winter and spring quarter sessions. These facilities are reserved, however not guaranteed; comparable rooms in capacity and functionality will substitute in case a conflict prohibits use of preferred or reserved spaces. SFSU and UC Law SF will identify and reserve facility use for future academic years within the term of the contract as further outlined below.

1. **Period of Use and Charge for 2026-2027:** For the agreed fee of \$ [1]. UC Law SF grants to SFSU the right to use the UC Law SF facilities for the days, times and purposes as specified in **Attachment B**.

A summary of planned facility use and fee schedule is included as **Attachment A**; template of scheduled classrooms is included as **Attachment B**; current room rate list is included as **Attachment C**. The parties shall update Attachments A, B, and C as necessary on an annual basis each June during the Term (as defined below) to reflect planned facility use and fees, scheduled classrooms, and room rates for the upcoming academic year. Such updated attachments as agreed between the parties shall be incorporated into this Agreement by written amendment. The parties expect usage and availability to be substantially similar in each year of the Term, including any Renewal Term, however, specific rooms and schedules are subject to UC Law SF’s academic calendar and scheduling needs for each academic year. Significant changes in usage by SFSU, for example a change to the day of the week or an increase of total or individual class size beyond the cohort size of 2026-2027, requires coordination with UC Law SF Law, ideally 12 months in advance but no later than 6 months, in advance of the start of the UC Law SF Law academic term in which the change is requested.

A. Included Facility Provisions

- UC Law SF will provide customary building security, custodial services and basic instructional media support services at no additional charge (recording classes requires additional charge). Charges may be applied when facility use extends beyond approved schedule, scope, or standard operating hours.

- UC Law SF will grant SFSU students, faculty and staff engaged in the COB program access to all open areas of the UC Law SF campus buildings during normal operating hours, to include the library, library study rooms, student meeting rooms, common areas, student lounge areas, athletic/recreational facilities, outdoor patios, and all other amenities otherwise available to UC Law SF students.
- SFSU students are eligible for the same student parking rates as UC Law SF students for the campus parking garage, located at 376 Larkin Street.
- UC Law SF grants the continued use of the SFSU program office in 198 McAllister for the duration of this agreement. This use is covered by the terms of the Lease Agreement (as defined below).

2. **Limitation:** SFSU's use of UC Law SF facilities is limited only to the facilities and time periods described. If SFSU would like to use additional facilities or for additional time periods outside of those specifically enumerated in this Agreement, UC Law SF will provide for use on an as-available basis, subject to UC Law SF academic schedule and programming, pre-existing reservations, and public health requirements and guidelines, per the pricing available in Attachment C. UC Law SF will provide a separate invoice delineating the uses and the charges for payment by SFSU as described more fully below.

3. **Term:** The term of this Agreement (the "Term") shall be for sixty (60) months, commencing upon the Effective Date and ending sixty (60) months thereafter ("Expiration Date"). The Term of this Agreement may be extended past the Expiration Date for two (2) additional twenty-four (24) month terms (each, a "Renewal Term") by mutual written agreement of the Parties. In order to exercise this renewal option, SFSU shall provide UC LAW SF with written notice of its desire to renew this Agreement at least six (6) months prior to the then-current Expiration Date. SFSU understands and agrees that the fees set forth herein may be increased up to three (3) percent at each anniversary of the Effective Date, both during the original Term and in each Renewal Term. Notwithstanding the foregoing, UC Law SF may increase the room rate fees by up to five (5) percent at any one or more anniversaries of the Effective Date, both during the original Term and in each Renewal Term in the event of substantial market demand fluctuation, following reasonable consultation and discussions with SFSU.

4. **Termination:** This Agreement shall be co-terminus with that certain Academic Village Participation Lease Agreement by and between the parties commencing July 1, 2026 ("Lease Agreement") For the avoidance of doubt, this Agreement shall terminate under this paragraph only if the Lease Agreement is terminated in accordance with its terms.

UC Law SF shall have the right to terminate this Agreement upon written notice to SFSU if SFSU materially breaches any of the terms of this Agreement, and such breach is not cured within thirty (30) days of SFSU's receipt of written notice of such breach. If SFSU or UC Law SF terminates this Agreement, SFSU will be obligated to pay for any quarter that falls fully within the notification period and for pro-rata usage, according to the payment schedule in item 4 and usage schedule in Attachment B and price list in Attachment C, for any quarter that falls partially within the notification period. Pro-rata payments would be calculated as the percentage of usage of the expected dates prior to Agreement termination, multiplied by the payment amount for that quarter.

Sections 3, 4, 6, 7, 8, 10, 13, 14, 19, 21, 22, 23 and 25 shall survive termination or expiration of this Agreement.

5. **Replacement Facilities:** UC Law SF will make reasonable efforts to ensure that rooms preferred by, or reserved for, SFSU are provided for their use. However, facilities preferred by SFSU or reserved for their use are not guaranteed; comparable rooms in capacity and functionality will substitute in case a conflict prohibits use of preferred or reserved spaces. In the event of exigent or unforeseen circumstances beyond UC Law SF's control, UC Law SF may need SFSU to utilize virtual or remote learning if UC Law SF facilities are not available for use. SFSU will be entitled to a full refund of any prepaid fees for the duration of the required virtual or remote learning period.
  
6. **Release of Facilities:** Due to the need to schedule UC Law SF Law academic programming far in advance of the start of the academic program, reservation of UC Law SF Law facilities by SFSU forecloses the use of those facilities by UC Law SF Law for academic programming irrespective of whether SFSU actually uses those facilities. This is particularly true for classrooms, which are limited in capacity and have significant demand for use. At the same time, UC Law SF Law acknowledges the need for SFSU to have flexibility in changing reservations in response to evolving space needs. UC Law SF Law reserves the right to charge SFSU for all facility reservations, whether used or not, if such reservation is not cancelled 60 days prior to the start of the UC Law SF Law academic semester term in which the facility reservation falls in the case of a classroom (regardless of the type of use SFSU intended for that space), or 30 days in advance of the date of the event in the case of a non-classroom event space.<sup>1</sup> This requirement does not apply to use of conference rooms and meeting rooms any day of the week or classroom space reservations on Saturdays and Sundays, which may be cancelled 24 hours in advance with a full refund or credit without charge.
  
7. **Payment:** Payment for the instructional program is expected at the start of each session; an invoice will be sent upon the confirmation of each session set-up and start date. Payment is due within 30 days of receipt of invoice. See the below table and Attachment A for cost summary, Attachment B for current planned use schedule, and Attachment C for price list.

<b>Session</b>	<b>Payment Due Date</b>	<b>Amount (actual or estimated)</b>
Summer 2026-27	30 Days Upon Receipt	\$ [ ]
Fall 2026-2027	30 Days Upon Receipt	\$ [ ]
Winter 2026-2027	30 Days Upon Receipt	\$ [ ]
Spring 2026-2027	30 Days Upon Receipt	\$ [ ]
Additional Use / Credit	Invoiced monthly	n/a
<b>SUBTOTAL</b>		<b>\$ [ ]</b>
12% Admin Fee	Added to quarterly billing	\$ [ ]
<b>Estimated TOTAL</b>		<b>\$ [ ]</b>

SFSU will provide payment for ala carte use of facilities not specifically enumerated in this agreement as billed on a separate invoice provided within thirty (30) days of the event. Payment is due within thirty (30) days of receipt of the invoice.

Payment shall be made by electronic transfer, check or money order made payable to UC Law SF College of the Law, and delivered to Special Events & Guests Services, 200 McAllister Street, San

<sup>1</sup> To define as specified in our space reservation policy. Should include ARC, Deb Colloquium Room, Quad, Skydeck, Skyroom, Future Auditorium at 198, etc.

Francisco, CA 94102-4978.

8. **Coordination:** The parties designate as Representative the individual identified below as the primary contact for purposes of coordination:

Jared Augustus  
Special Events & Guests Services  
UC Law SF College of the Law  
200 McAllister St.  
San Francisco, CA 94102  
augustusjared@uclawsf.edu

Representatives agree to meet on a regular basis to review the services provided under the agreement and any unanticipated problems or issues.

9. **Compliance with UC Law SF Law Policies:** Use of the UC Law SF Law campus by SFSU employees, students, visitors, and agents is subject to UC Law SF Law policies including the space reservation policy, which governs use of UC Law SF Law facilities.  
**Liability Insurance and Indemnification:** SFSU shall indemnify, defend and hold harmless UC Law SF, its officers, agents, partners, students, and employees, from and against any Claims (as defined below), arising out of or in any way connected with this Agreement including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or acts or omissions or willful misconduct of SFSU, its officers, agents, students or employees. SFSU is self-insured.

Licensee will maintain in force at all times during the term of this Agreement, Comprehensive General Liability insurance in the amount of \$1,000,000. Such insurance policies shall name UC Law San Francisco, its officers, employees, and the State of California as an additional insured and provide for notification to UC Law San Francisco thirty (30) days prior to termination or restrictive amendment. Licensee shall furnish a Certificate of Insurance to UC Law San Francisco as evidence of the required coverage. The parties acknowledge and agree that Licensee's insurance policies shall be primary and noncontributory to any policies of insurance maintained by UC Law San Francisco. The Certificate of Insurance must accompany the signed Agreement. All insurance required under this Agreement is to be provided by carriers with a Best rating of A-10 or better. Carriers must also be California admitted companies listed as such by the Insurance Commissioner for the State of California. Any third party vendor that Licensee engages for the Event must also maintain in force at all times during the term of this Agreement insurance with coverages in amounts appropriate to the risks and liabilities associated with its services, and consistent with the foregoing requirements. Licensee will provide UC Law San Francisco with Certificates of Insurance from such vendors upon request.

UC Law SF shall indemnify, defend, and hold harmless SFSU, its officers, agents and employees, from and against any claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this Agreement including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent acts or omissions or willful misconduct of UC Law SF, its officers, agents, partners or employees.

Both UC Law SF and SFSU shall maintain, during the term of this Agreement and for at least

three (3) years thereafter, policies of insurance or self-insurance with coverages and limits appropriate to its obligations and liabilities hereunder. Each Party shall provide the other Party with evidence of such insurance upon request.

10. **Internet Access:** Facility rates shall include internet access to wireless (WiFi) and hard wire usage where available. Access to the internet is limited only to SFSU and their employees and students. Temporary network outages shall not reduce the payment due from SFSU to UC Law SF.
11. **Policy on Nondiscrimination:** Neither UC Law SF nor SFSU shall discriminate unlawfully on the basis of race, color, religion, national origin, ancestry, disability, age, sex or sexual orientation, gender, gender expression, gender identity, gender transition status, sex- or gender-stereotyping, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, citizenship, or service in the uniformed services, including protected veterans. This policy is intended to be consistent with applicable state and federal laws.
12. **Condition of Premises:** At termination of each date of use, SFSU shall deliver the UC Law SF facilities used by SFSU according to this Agreement ("Premises") to UC Law SF in as good and clean condition and repair as it was prior to SFSU's use, subject to any reasonable wear and tear. SFSU shall be liable for any extra cleaning in excess of \$300.00 in total cost to UC Law SF (the average cost for after-event cleaning being approximately \$300.00). Any items left on the Premises by SFSU may automatically be removed by UC Law SF at SFSU's expense. SFSU is liable for any damage to Premises or personal property of UC Law SF or its concessionaires, students, or employees (whether it be damaged, stolen or missing) that is caused by SFSU (including guests, staff, students and subcontractors) during the term of this Agreement. Damages shall be itemized and a bill sent to SFSU within 10 working days of the event (or as soon as possible if exact costs cannot be determined within this time period), and payment shall be due within 30 days.
13. **Application of California Law; Venue:** This Agreement and the application or interpretation thereof shall be governed, construed and enforced exclusively by its terms and by the laws of the State of California, without regard to its conflict of laws provisions. Any controversy or claim arising out of or relating to this Agreement, or a breach thereof, shall be settled by final and binding arbitration in San Francisco, California, under the auspices of the American Arbitration Association, in accordance with the Commercial Arbitration Rules. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. Any provisional remedy which would be available from a court of law, shall be available from the arbitrator to the parties of this Agreement pending arbitration. The arbitrator shall determine which is the prevailing party and shall award that party its costs and fees. Costs and fees mean all reasonable pre-award expenses of arbitration, including the arbitrator's fees, administrative fees, witness fees and attorneys' fees.
14. **Entire Agreement:** This document contains the complete and exclusive agreement between the parties regarding the subject matter hereof, and it is intended to be a final expression of their agreement. No promises, representation, warranty or covenant not included in this Agreement regarding its subject matter has been made or is relied upon by any party. Each party has relied upon its own counsel and/or other advisors. No modification or amendment of this Agreement shall

be in force or effect unless in writing executed by both parties hereto.

15. **Time of Essence:** Time is expressly declared to be of the essence in this Agreement.
16. **Miscellaneous:** All rights, powers and privileges conferred hereunder upon UC Law SF shall be cumulative in addition to those given by law. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be modified to the extent necessary so that it is valid and enforceable and within the intent of the parties in drafting this Agreement and the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
17. **Non-Assignment:** This Agreement is not assignable.
18. **Non-Responsibility:** SFSU recognizes that UC Law SF does not sponsor SFSU or its activities. SFSU agrees to inform those persons with whom it deals that SFSU assumes full responsibility for its activities and UC Law SF has no responsibility for the same.
19. **Publicity:** SFSU will include reference to the UC Law SF location in recruitment materials and, as a matter of course, in other publicity about the SFSU COB. UC Law SF may allow SFSU to post temporary signage near the entrance to the classrooms used by SFSU hereunder identifying the classroom as the location of the SFSU COB periodically during the Term. Any permitted signage will be mutually agreed by SFSU and UC Law SF, and will also include reference to the program "at UC Law SF" or similar designation upon the preference of UC Law SF.
20. **Tax:** In the event that this Agreement creates a possessory interest subject to property taxation, and SFSU is subject to property tax levied on such interest, SFSU alone shall pay such tax. SFSU shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of SFSU contained on UC Law SF campus. SFSU shall cause any such trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of UC Law SF.
21. **Notices:** All notices under this Agreement shall be effective only if made in writing and delivered by personal service, U.S. mail or FedEx as follows:

**To UC Law SF:**  
UC Law SF College of the Law  
Special Events & Guests Services  
200 McAllister Street  
San Francisco, CA 94102-4918  
Attn: Chief Operating Officer Rhiannon Bailard  
(415) 581-8858

**To SFSU:**

22. **Public Health:** The parties expressly agree that use of space on the UC Law SF campus as contemplated herein is contingent upon such use being permitted by the San Francisco Department of Public Health and other applicable local, state, or federal public health officials. UC Law SF shall not

be liable for breach of this Agreement or for any damages that SFSU may incur in the event that public health guidelines prevent SFSU from using the space at UC Law SF campus as contemplated herein. SFSU further acknowledges that it is responsible for complying with all public health guidelines in its use of any space at UC Law SF.

23. **Force Majeure:** If either Party is delayed or prevented from the performance of any act required hereunder by reason of acts of God, acts of war, riots, civil unrest, acts of terrorism, fire, earthquake, flood, unusually severe weather, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, delays or regulations, delays caused by the other Party, pandemic or epidemic, or other cause without fault and beyond the control of the Party obligated (financial inability excepted) (a "Force Majeure Delay"), performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing in this Section shall excuse SFSU from the prompt payment of any fees or charges due hereunder. A Party claiming a delay pursuant to this Section shall give notice of such delay to the other Party promptly after commencement of the event giving rise to the delay, together with a reasonable estimate of the time period of such delay. This Agreement may be suspended or cancelled, immediately upon notice at the option of UC Law SF, if UC Law SF's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event UC Law SF is unable to render service as a result of any action by any governmental authority.

24. **Accord and Satisfaction.** No payment by SFSU or receipt by UC Law SF of a lesser amount than the full amount of fees and charges invoiced and due hereunder, shall be deemed to be other than on account due under this Agreement. No endorsement or statement on any check or any letter accompanying any check or payment of fees or charges due hereunder shall be deemed an accord and satisfaction. UC Law SF may accept such check or payment without prejudice to UC Law SF's right to recover the balance of such fees or charges or pursue any other remedy available at law or in equity.

25. **Counterparts by Facsimile or Email.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Dated: \_\_\_\_\_  
UNIVERSITY OF CALIFORNIA  
COLLEGE OF THE LAW  
SAN FRANCISCO

Dated: \_\_\_\_\_  
SAN FRANCISCO STATE UNIVERSITY

Signature: \_\_\_\_\_  
David Seward, CFO

Signature: \_\_\_\_\_

Approved as to Form:

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_  
John DiPaolo  
General Counsel

**Attachment A: Summary**

**Cost Summary for SFSU Program Space Use Academic Year 2026-27**

			TOTAL
A.	Summer: [ ]		\$ [ ]
B.	Fall: [ ]		\$ [ ]
C.	Winter: [ ]		\$ [ ]
D.	Spring: [ ]		\$ [ ]
	(2) Four Hour Reservation for Skydeck (333 Golden Gate Ave) For FY26/27		No Cost
		SUBTOTAL	\$ [ ]
		Admin fee 12%	\$ [ ]
		TOTAL	\$ [ ]

**Attachment B: Facility Use Schedule**

## Attachment C: Rates

UC San Francisco COLLEGE OF THE LAW				
ROOM RENTAL FEES (as of 1.1.2025)				
<b>SPECIAL FACILITIES</b>				
Facility Name	Location	Max Cap	Half Day Rate	Full Day Rate
Auditorium	198 Academe (198 McAllister) Lower Level	150	\$2,500.00	\$4,000.00
Specter Courtroom	198 Academe (198 McAllister) Lower Level	94	\$1,300.00	\$2,200.00
Baxter Courtroom	198 Academe (198 McAllister) Lower Level	100	\$1,300.00	\$2,200.00
Alumni Reception Center (ARC) *	Kane Hall (200 McAllister) 2nd Flr.	72	\$1,300.00	\$2,200.00
Dining Commons *	Kane Hall (200 McAllister) 2nd Flr.	150	\$2,000.00	\$3,000.00
Colloquium Room (Room 501) *	(333 Golden Gate) 5th Flr.	55	\$1,300.00	\$2,200.00
Quad	333 Golden Gate	250	\$2,000.00	\$3,000.00
Roof Garden (Sky Deck)*	(333 Golden Gate) 5th Flr.	150	\$1,622.87	\$2,163.82
<b>CLASSROOMS</b>				
Facility	Location	Max Cap	Half Day Rate	Full Day Rate
Classroom 213	198 Academe (198 McAllister) 2nd Flr.	100	\$865.00	\$1,350.00
Classroom 122	Mary Kay Kane Hall (200 McAllister) 1st Flr.	92	\$865.00	\$1,350.00
Classroom 123	Mary Kay Kane Hall (200 McAllister) 1st Flr.	92	\$865.00	\$1,350.00
Classroom 605	Mary Kay Kane Hall (200 McAllister) 6th Flr.	72	\$865.00	\$1,350.00
Classroom 630	Mary Kay Kane Hall (200 McAllister) 6th Flr.	58	\$865.00	\$1,350.00
Classroom 640/Rusty Dobbs	Mary Kay Kane Hall (200 McAllister) 6th Flr.	38	\$865.00	\$1,350.00
Classroom LL01*	(333 Golden Gate) Lower Level	80	\$865.00	\$1,350.00
Classroom LL02*	(333 Golden Gate) Lower Level	80	\$865.00	\$1,350.00
Classroom 101	(333 Golden Gate) 1st Flr.	110	\$865.00	\$1,350.00
Classroom 201	(333 Golden Gate) 2nd Flr.	82	\$865.00	\$1,350.00
Classroom 202	(333 Golden Gate) 2nd Flr.	82	\$865.00	\$1,350.00
Small Classroom 204	(333 Golden Gate) 2nd Flr.	32	\$865.00	\$1,350.00
<b>SEMINAR ROOMS</b>				
Facility	Location	Max Cap	Half Day Rate	Full Day Rate
Conference Room 206	(198 McAllister) 2nd Flr.	15	\$650.00	\$865.00
Seminar Room 619	Mary Kay Kane Hall (200 McAllister) 6th Flr.	18	\$650.00	\$865.00
Seminar Room 620	Mary Kay Kane Hall (200 McAllister) 6th Flr.	18	\$650.00	\$865.00
Seminar Room LL03	(333 Golden Gate) Lower Level	24	\$650.00	\$865.00
Seminar Room LL04	(333 Golden Gate) Lower Level	24	\$650.00	\$865.00
Small Classroom 203	(333 Golden Gate) 2nd Flr.	22	\$650.00	\$865.00
Seminar Room 308	(333 Golden Gate) 3rd Flr.	16	\$650.00	\$865.00
Seminar Room 309	(333 Golden Gate) 3rd Flr.	24	\$650.00	\$865.00
Seminar Room 315	(333 Golden Gate) 3rd Flr.	16	\$650.00	\$865.00
Seminar Room 403	(333 Golden Gate) 4th Flr.	24	\$650.00	\$865.00
Seminar Room 404	(333 Golden Gate) 4th Flr.	24	\$650.00	\$865.00
Seminar Room 405	(333 Golden Gate) 4th Flr.	16	\$650.00	\$865.00
Seminar Room 307B	(333 Golden Gate) 2nd Flr.	18	\$650.00	\$865.00
Seminar Room 312	(333 Golden Gate) 2nd Flr.	23	\$650.00	\$865.00
Seminar Room 314	(333 Golden Gate) 2nd Flr.	23	\$650.00	\$865.00
<b>CONFERENCE ROOMS</b>				
Facility	Location	Max Cap	Half Day Rate	Full Day Rate
Conference Room 205	(198 McAllister) 2nd Flr.	7	\$450.00	\$650.00
Conference Room 207	(198 McAllister) 2nd Flr.	7	\$450.00	\$650.00
Conference Room 209	(198 McAllister) 2nd Flr.	7	\$450.00	\$650.00
Conference Room 103	(333 Golden Gate) 1st Flr.	8	\$450.00	\$650.00
Conference Room 104	(333 Golden Gate) 1st Flr.	8	\$450.00	\$650.00
Conference Room 105	(333 Golden Gate) 1st Flr.	8	\$450.00	\$650.00
Conference Room 205	(333 Golden Gate) 2nd Flr.	8	\$450.00	\$650.00
Conference Room 206	(333 Golden Gate) 2nd Flr.	8	\$450.00	\$650.00
Conference Room 209	(333 Golden Gate) 2nd Flr.	8	\$450.00	\$650.00
Conference Room 304	(333 Golden Gate) 3rd Flr.	8	\$450.00	\$650.00
Conference Room 305	(333 Golden Gate) 3rd Flr.	2	\$450.00	\$650.00
Conference Room 306	(333 Golden Gate) 3rd Flr.	8	\$450.00	\$650.00
Conference Room 307	(333 Golden Gate) 3rd Flr.	8	\$450.00	\$650.00
Conference Room 311	(333 Golden Gate) 3rd Flr.	8	\$450.00	\$650.00
Conference Room 319	(333 Golden Gate) 3rd Flr.	8	\$450.00	\$650.00
Conference Room 406	(333 Golden Gate) 4th Flr.	8	\$450.00	\$650.00
Conference Room 407	(333 Golden Gate) 4th Flr.	8	\$450.00	\$650.00

**UNIVERSITY OF CALIFORNIA  
 COLLEGE OF THE LAW SAN FRANCISCO (“UC Law SF”)  
 200 McAllister Street  
 San Francisco, California 94102  
 ACADEMIC VILLAGE PARTICIPATION LEASE AGREEMENT  
 Academic Years 2026-2031**

This Academic Village Participation Lease Agreement (“Agreement”) is entered into by and between the University of California, UC Law SF College of the Law (“UC LAW SF”) and the Board of Trustees of the California State University, which is the State of California acting in its higher education capacity, on behalf of San Francisco State University (“SFSU”), one of twenty-three (23) universities in the California State System. SFSU and UC LAW SF each a “Party”, and collectively, the “Parties”, effective as of July 1, 2026 (“Effective Date”).

**WHEREAS**, UC LAW SF has available space on its campus for use by other not-for-profit institutions of higher education as part and in furtherance of its Academic Village concept.

**WHEREAS**, SFSU wishes to participate as a partner institution in the UC Law SF Academic Village.

**WHEREAS**, SFSU wishes to rent certain space on the UC Law SF campus in the UC Law SF buildings located at 198 and 200 McAllister Street, and otherwise have access for itself and its employees, students, agents and invitees to facilities and amenities open to all UC Law SF Academic Village partner institutions.

**NOW, THEREFORE**, In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the mutual receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- Premises.** For the agreed fee of \$57 /rentable square foot UC LAW SF grants to SFSU the right to exclusive use during the Term of the approximately 3,273 rentable square feet, comprised of two classroom spaces located on the second floor of 198 McAllister Street and Suite 250 on the second floor of 198 McAllister Street, San Francisco, California 94102 (“Premises”), as depicted in Exhibit A, attached hereto and incorporated herein, solely for the following specified purposes:

<b>Room Number</b>	<b>Type</b>	<b>Square Footage</b>
250	Office Suite	1,223
203	Classroom	1,025
202	Classroom	1,025
<b>Approximate Total</b>		<b>3,273</b>

SFSU shall be permitted to use the Premises for activities in pursuit of SFSU’s mission of higher education and other related and conforming uses. SFSU intends to use the Premises as classrooms and an office suite.

In addition to the rent described above, SFSU shall pay to UC Law SF a 12% **Administrative Fee** on the total annual lease payment. This Administrative Fee is intended to partially reimburse UC Law SF for shared costs associated with SFSU’s participation in the Academic Village. Such costs include, but are not limited to, utilities;

staffing expenses for security, safety practitioners, scheduling, event, operations, custodial, engineering, IT/audiovisual, and limited additional support personnel; and supplies used in dedicated leasehold areas and adjacent common areas. The Administrative Fee shall be invoiced concurrently with the annual lease payment and shall be subject to the same payment terms as set forth in section (4) Payment below.

2. **Term.** The term of this Agreement (the "Term") shall be for sixty (60) months, commencing upon the date of substantial completion of the agreed upon improvements to the Premises ("Commencement Date") and ending 60 (60) months thereafter ("Expiration Date"). The Term of this Agreement may be extended past the Expiration Date for two (2) additional twenty-four (24) month terms (each, a "Renewal Term") by mutual written agreement of the Parties. In order to exercise this renewal option, SFSU shall provide UC LAW SF with written notice of its desire to renew this Agreement at least six (6) months prior to the then-current Expiration Date. SFSU understands and agrees that the fees set forth herein shall be increased by three (3) percent at each anniversary of the Commencement Date, both during the original Term and in each Renewal Term.

Notwithstanding the foregoing, the parties agree that SFSU will be provided access to the Premises as of the Effective Date at no charge to SFSU prior to the Commencement Date for the installation of SFSU's furniture, fixtures, and equipment, provided that SFSU has delivered this fully executed Agreement, certificates of insurance, any other applicable requirements specified in this Agreement, and provided such access does not materially interfere with UC LAW SF' delivery of the Premises. SFSU agrees to promptly vacate the Premises to the extent deemed necessary by UC LAW SF for the agreed upon improvements to be undertaken and completed prior to the Commencement Date.

3. **Facilities Usage.** In addition to its use of the Premises as set forth above, SFSU shall have the non-exclusive right to access and use, in common with UC LAW SF, other Academic Village partner institutions, and any other UC LAW SF tenants, as applicable, any and all of the following areas which may be appurtenant to the Premises: common entrances, lobbies, elevators, stairways and access ways, loading and unloading areas, visitor parking areas, ramps, drives, platforms, public restrooms, and common walkways and sidewalks necessary for access to the Premises. SFSU students, faculty and staff shall also have the non-exclusive right to access and use, in common with UC LAW SF and other Academic Village partner institutions, all areas of the UC LAW SF campus buildings during normal operating hours, including the libraries, library study rooms, student meeting rooms, common areas and common area amenities, student lounge areas, social spaces, and outdoor patios, which are available to UC LAW SF students in the normal course of campus operations. To the extent available, SFSU's students and employees will be eligible to lease parking in the campus parking garage located at 376 Larkin Street at the same parking rates as UC LAW SF' students and employees.
4. **Payment.** SFSU shall pay to UC LAW SF the fee set forth in Section 1 of this Agreement, which the Parties agree amounts to a **total initial annual payment of one hundred eighty six thousand five hundred and sixty one dollars (\$186,561) for Rent** and twenty two thousand three hundred and eighty seven (\$22,387) for the 12% Administrative Fee for a total of two hundred and eight thousand nine hundred and forty eight dollars (\$208,948), which is payable in twelve (12) monthly increments. Payment is due net thirty (30) days upon receipt of invoice. Payment shall be made by electronic transfer, check or money order.

Invoices shall be sent to: **San Francisco State University**

SFSU

Attn: Husamettin Erciyas

1600 Holloway Avenue

San Francisco, CA 94132

Email: herciyes@sfsu.edu

Payment shall be sent to: UC Law SF Law  
Attn: Sandra Plenski, Controller  
200 McAllister Street  
San Francisco, CA 94102

- 5.
6. **Operational Support.** With respect to the Premises and common areas, UC LAW SF will provide SFSU with its standard and customary building security, custodial services, utilities, and internet (WIFI). SFSU will not be expected to reimburse UC LAW SF for UC LAW SF' insurance costs. Additional charges may also be applied when SFSU'S use of the Premises and/or common areas extend beyond approved schedule, scope, or standard operating hours. Any custodial or security services that SFSU requests above the standard and customary services that UC LAW SF provides shall be the sole responsibility of SFSU, at its sole cost and expense. SFSU shall coordinate with and provide notice to UC LAW SF, if it desires to contract directly with UC LAW SF' vendors and service providers for such additional services. Access to the internet hereunder is limited only to SFSU and its employees and students.
7. **Limitation.** SFSU's exclusive use of the Premises and other UC LAW SF facilities is limited only to the facilities and time periods described herein. If SFSU would like to exclusively use additional facilities or for additional time periods outside of those specifically enumerated in this Agreement, please refer to the corresponding shared classroom and event space agreement for rates and terms.
8. **License to Use of Name and Logo/Academic Village Branding.** Each Party shall have the right to use the name of the other party and factual information regarding the existence of the relationship that is the subject of this Agreement. In any such use, the relationship of the parties shall be accurately and appropriately described. SFSU expressly grants UC LAW SF the right to use SFSU's name and logo in materials describing and/or promoting the Academic Village and in lists of Academic Village partner institutions. SFSU will reference UC LAW SF and the Academic Village in descriptions, publicity, and marketing of any programs or activities that it conducts using the Premises subject to UC LAW SF' approval, which shall not be unreasonably withheld, and in accordance with UC LAW SF' Branding Guidelines. SFSU shall use reasonable efforts to provide UC LAW SF Chief Communication Officer with a copy of such descriptions and marketing materials for review and feedback prior to dissemination.
9. **Publicity.** UC LAW SF agrees to allow and encourages SFSU to hang approved signage at SFSU's sole cost and expense near the entrance to the Premises identifying it as the location of the SFSU program for the duration of this Agreement. The signage will be mutually agreed upon by SFSU and UC LAW SF, and will include reference to the SFSU's program "at UC UC Law SF Academic Village".
10. **Termination.** This Agreement shall be co-terminus with the annual agreements reflecting an ongoing relationship between SFSU and UC LAW SF for SFSU's rental of classroom space on the UC LAW SF campus. For the avoidance of doubt, this Agreement shall terminate under this paragraph only if the parties are not able to come to agreement on future academic year classroom rental agreements for SFSU's continued rental of classroom space at UC LAW SF.

UC LAW SF shall have the right to terminate this Agreement upon written notice to SFSU if SFSU materially breaches any of the terms of this Agreement, and such breach is not cured within sixty (60) days of SFSU's receipt of written notice of such breach. In the event of termination, SFSU shall be obligated to pay pro-rata fees for usage of the Premises and any additional charges or fees incurred by SFSU through the effective date of termination.

11. **Notices.** Notices under this Agreement shall be effective if made in writing and sent by regular mail, electronic mail, or delivery in person to the individual identified below as the primary contact for purposes of coordination:

If to UC LAW SF:

UC Law SF  
Attn: Rhiannon Bailard, Chief Operating Officer  
200 McAllister Street  
San Francisco, CA 94102  
[bailardrhiannon@uclawsf.edu](mailto:bailardrhiannon@uclawsf.edu) and [operations@uclawsf.edu](mailto:operations@uclawsf.edu)

with a copy to:

UC Law SF  
Attn: Office of General Counsel  
200 McAllister Street  
San Francisco, CA 94102  
[ogc@uclawsf.edu](mailto:ogc@uclawsf.edu)

**If to SFSU:**

SFSU

Attn: Husamettin Erciyas

1600 Holloway Avenue

San Francisco, CA 94132

Email: [herciyes@sfsu.edu](mailto:herciyes@sfsu.edu)

**With a copy to:**

SU Office of General Counsel

Daniel Mandel

University Counsel – Real Estate & Land Use  
The California State University  
401 Golden Shore  
Long Beach, CA 90802  
Main 562-951-4500 | Direct 562-951-4526 | [dmandel@calstate.edu](mailto:dmandel@calstate.edu)

12. **Insurance and Indemnification.** SFSU shall indemnify, defend and hold harmless UC LAW SF, its officers, directors, employees, agents, and representatives from and against any and all claims, damages, judgments, suits, legal proceedings, and all costs and expenses associated therewith (including reasonable attorney's fees) arising out of or resulting from (i) breach of this Agreement by SFSU or its employees, students, officers, directors, agents, and representatives, or (ii) the negligence or willful misconduct of SFSU or its employees, students, officers, directors, agents, and representatives but only in proportion to and to the extent that such claims arise from the negligent or wrongful acts or omissions of SFSU, its officers, directors, employees, agents, or representatives. Additionally, SFSU shall pay for all costs associated with, and defend (with attorneys reasonably satisfactory to UC LAW SF), indemnify and hold harmless UC LAW SF from, claims, damages, expenses, encumbrances, fees, fines, penalties or costs, including, but not limited to, legal fees; the costs of notice to any other person; the costs of environmental or technical risk assessment; any cleanup or remedial costs; the costs of any monitoring, sampling or analysis; and any diminution in property value or losses due to non-rentability arising out of or in any way connected with the presence of any hazardous material on the Premises or SFSU's alleged violation of applicable laws or regulations but only in proportion to and to the extent that such claims arise from the negligent or wrongful acts or omissions of SFSU, its officers, directors, employees, agents, or representatives.

Licensee will maintain in force at all times during the term of this Agreement, Comprehensive General Liability insurance in the amount of \$1,000,000. Such insurance policies shall name UC Law San Francisco, its officers, employees, and the State of California as an additional insured and provide for notification to UC Law San Francisco thirty (30) days prior to termination or restrictive amendment. Licensee shall furnish a Certificate of Insurance to UC Law San Francisco as evidence of the required coverage. The parties acknowledge and agree that Licensee's insurance policies shall be primary and noncontributory to any policies of insurance maintained by UC Law San Francisco. The Certificate of Insurance must accompany the signed Agreement. All insurance required under this Agreement is to be provided by carriers with a Best rating of A-10 or better. Carriers must also be California admitted companies listed as such by the Insurance Commissioner for the State of California. Any third party vendor that Licensee engages for the Event must also maintain in force at all times during the term of this Agreement insurance with coverages in amounts appropriate to the risks and liabilities associated with its services, and consistent with the foregoing requirements. Licensee will provide UC Law San Francisco with Certificates of Insurance from such vendors upon request.

UC LAW SF shall indemnify, defend and hold harmless SFSU, its officers, directors, employees, agents, and representatives from and against any and all claims, damages, judgments, suits, legal proceedings, and all costs and expenses associated therewith (including reasonable attorneys fees) arising out of or resulting from (i) breach of this Agreement by UC LAW SF or its employees, officers, directors, agents, and representatives, or (ii) the negligence or willful misconduct of UC LAW SF or its employees, officers, directors, agents, and representatives, but only in proportion to and to the extent that such claims arise from the negligent or wrongful acts or omissions of UC LAW SF, its officers, directors, agents, employees, or representatives.

Each Party shall maintain, during the term of this Agreement and for at least three (3) years thereafter, policies of insurance or self-insurance with coverages and limits appropriate to its obligations and liabilities hereunder. Each Party shall provide the other Party with evidence of such insurance upon request.

13. **Nondiscrimination.** Neither Party shall discriminate against any person on the basis of race, color, national origin, religion, age, sex, gender, sexual orientation, gender expression, gender identity, gender transition status, sex- or gender-stereotyping, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, familial status, citizenship, or service in the uniformed services, including protected veterans. This policy is intended to be consistent with applicable state and federal laws.
14. **Condition of Premises:** At the Expiration Date of the Term or any Renewal Term, or upon the effective date of early termination as provided in Section 10, SFSU shall deliver the Premises to UC LAW SF in as good and clean condition and repair as it was prior to SFSU's use, subject to reasonable wear and tear. SFSU shall be liable for any extra cleaning in excess of \$300.00 in total cost to UC LAW SF. Any items left on the Premises bSFSU may automatically be removed by UC LAW SF at SFSU's expense. SFSU is liable for any damage to Premises or personal property of UC LAW SF or its employees, students, agents or representatives (whether it be damaged, stolen or missing) that is caused by SFSU (including guests, students, staff and subcontractors) during the Term or any Renewal Term. Damages shall be itemized and a bill sent to SFSU within 10 working days of the event (or as soon as possible if exact costs cannot be determined within this time period).
15. **Disputes.** The Parties shall use all reasonable efforts to resolve any dispute between them arising out of this Agreement through good faith conversations between senior representatives of each Party. In the event that any such dispute cannot be resolved in such manner after reasonable, good faith efforts by both Parties, such dispute shall be settled by final and binding arbitration in San Francisco, California, heard before an arbitrator selected by both parties or pursuant to a strike off, in accordance with the American Arbitration Association Commercial Arbitration rules. Judgment upon any award rendered by the arbitrator may be entered in any court having

jurisdiction. Any provisional remedy which would be available from a court of law, shall be available from the arbitrator to the parties of this Agreement pending arbitration. The arbitrator shall determine which is the prevailing party and shall award that party its costs and fees. Costs and fees mean all reasonable pre-award expenses of arbitration, including the arbitrator's fees, administrative fees, witness fees and attorney's fees.

16. **SFSU Responsibilities.** SFSU shall, at its sole cost and expense, comply with all applicable laws, rules, regulations, and other requirements now in force and which may hereafter be enacted ("Applicable Laws") with respect to SFSU's use and possession of the Premises. Such obligation shall include the affirmative covenant to make all alterations, additions, modifications and other improvements to the Premises, and to the extent required due to SFSU's use of or alterations to the Premises, to pay for all alterations, additions or modifications to the common areas that may be required under or pursuant to applicable laws. SFSU shall not do or permit to be done in, on or about the Premises, nor shall SFSU keep or permit to be kept therein, anything which is prohibited by or may conflict with any applicable laws now in force or hereafter enacted or promulgated, or which may cause a cancellation of any insurance policy currently in force covering the Premises or any of its contents, or (except with the prior written consent of UC LAW SF) which may materially increase the existing rate of or materially affect any fire, liability or other insurance upon the UC LAW SF campus or the Premises, or any of its contents. SFSU shall not within commercially reasonable standards do or permit anything to be done which will in any way obstruct or interfere with the rights of other tenants and/or Academic Village partner institutions, their employees, students, or invitees, or use or allow the Premises to be used for any unlawful purpose. SFSU shall not within a commercially reasonable standard maintain or permit any nuisance in or about the Premises or commit or suffer to be committed any waste in or upon the Premises. SFSU shall be responsible for any government fees connected with any non-compliant changes to the Premises or common areas made by SFSU. As of the Commencement Date, UC LAW SF shall be responsible for all costs of compliance with current government rules and regulations. SFSU shall be responsible for code compliance costs, including but not limited to, Title-24-related and ADA-related costs triggered by (i) initial improvement at SFSU's request whether completed by UC LAW SF or not, (ii) alterations by SFSU, or (iii) SFSU's use or occupancy of the Premises. SFSU shall continue to be responsible for ongoing compliance within the Premises.
17. **Improvements.** No structural alterations or improvements in excess of five thousand dollars (\$5,000.00) shall be made to the Premises by SFSU or at SFSU's request without the prior written consent of UC LAW SF, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, SFSU may make non-structural, cosmetic and design alterations to the Premises not cumulatively in excess of \$5,000 in any twelve (12) month period without consent of UC LAW SF. All such alterations and improvements shall be the sole responsibility of SFSU, and at its sole cost. Notwithstanding the foregoing, the Parties have agreed that prior to the Commencement Date, UC LAW SF will make improvements, as reflected in the mutually agreed upon plans created by UC Law SF' consultants on behalf of SFSU, to the Premises at UC LAW SF' expense to conform the Premises to a space conducive to SFSU's intended and permitted use thereof.
18. **SFSU Installations.** SFSU may remove fixtures, machinery and equipment installed in the Premises by SFSU upon termination of this Agreement, as shown on a mutually agreed "Current Condition" punch list if SFSU is not then in default under this Agreement and if SFSU repairs any damage to the Premises caused by such removal. Upon termination of this Agreement, SFSU shall return the Premises in the same condition as when delivered to SFSU, reasonable wear and tear and alterations approved by UC LAW SF excepted.
19. **Mechanic's Liens.** The Parties shall keep the Premises free from any liens arising out of any work performed by, materials furnished to, or obligations incurred by either Party.
20. **Rules and Regulations.** SFSU shall comply with the Rules and Regulations attached as Exhibit B to this Agreement and to all modifications and supplements thereto as UC LAW SF may, from time to time, establish for Academic Village partner institutions and/or the Premises. SFSU shall enforce its student code of conduct for its students at all times.

21. **Liability.** UC LAW SF shall not be liable for damage to the property of SFSU, SFSU's employees, invitees, agents, or students, or any other person in or about the Premises, nor shall UC LAW SF be liable for injury to the person of SFSU, or SFSU's employees, students, agents or invitees, as a result of any condition of the Premises or the UC LAW SF campus, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause in or about the Premises or the UC LAW SF campus, whether the said damage or injury results from conditions arising in the Premises or in other portions of the UC LAW SF campus, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to SFSU, except to the extent that such damage or injury arises from the negligent or wrongful acts or omissions of UC LAW SF, its officers, directors, representatives, agents, or employees. UC LAW SF shall not be liable for any damages arising from any act or neglect of any other Academic Village partner institution or tenant, if any, of the UC LAW SF campus.
22. **Right of Recovery.** SFSU hereby waives any right of recovery against UC LAW SF due to loss of or damage to the property of SFSU, SFSU's employees, invitees, agents, or students when such loss of or damage to property arises out of an act of God or any of the
- property perils included in the classification of fire or extended perils ("all risk" as such term is used in the insurance industry) whether or not such perils have been insured, self-insured or non-insured.
- **Payment of Taxes.** UC LAW SF specifically calls to SFSU's attention the fact that this Agreement may create a possessory interest subject to property taxation, and SFSU may be subject to property tax levied on such interest. SFSU alone shall pay such tax, if applicable. If the right is given to pay any of the taxes, assessments or other impositions which SFSU may be herein obligated to pay either in one sum or in installments, SFSU may elect either mode of payment.
- 23.
24. **Personal Property Taxes.** SFSU shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of SFSU contained in the Premises or elsewhere on the UC LAW SF campus. SFSU shall cause any such trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of UC LAW SF.
25. **Miscellaneous:** All rights, powers and privileges conferred hereunder upon UC LAW SF shall be cumulative in addition to those given by law. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, such term or provision shall be revised so that it is legal and enforceable in a manner that best reflects the original intent of the Parties, and the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
26. **Non-Assignment:** This Agreement is not assignable by either Party.
27. **Non-Responsibility:** SFSU recognizes that UC LAW SF does not sponsor SFSU or its activities. SFSU agrees to inform those persons with whom it deals that SFSU assumes full responsibility for its activities and UC LAW SF has no responsibility for the same. The Regents of the University of California, a public corporation, is not a party to, nor is it financially responsible under, this Agreement.
28. **Waiver.** No waiver by either Party, whether express or implied, of any right or obligation set forth in this Agreement, or any breach or default, will constitute a continuing waiver of that or any other right, obligation, breach, or default, nor shall either Party's consent to any breach of any term, covenant or condition be deemed to constitute or imply its consent to any subsequent breach of the same or other term, covenant or condition herein contained.
29. **Section Headings.** The section headings and numbers in this Agreement are for convenience only and will not be

deemed to affect in any way the language of the provisions to which they refer.

30. **Counterparts by Facsimile or Email.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
31. **Force Majeure.** If either Party is delayed or prevented from the performance of any act required hereunder by reason of acts of God, acts of war, riots, civil unrest, acts of terrorism, fire, earthquake, flood, unusually severe weather, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, delays or regulations, delays caused by the other Party, pandemic or epidemic, or other cause without fault and beyond the control of the Party obligated (financial inability excepted) (a "Force Majeure Delay"), performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing in this Section shall excuse SFSU from the prompt payment of any fees or charges due hereunder. A Party claiming a delay pursuant to this Section shall give notice of such delay to the other Party promptly after commencement of the event giving rise to the delay, together with a reasonable estimate of the time period of such delay. This Agreement may be suspended or cancelled, immediately upon notice at the option of UC LAW SF, if UC LAW SF' premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event UC LAW SF is unable to render service as a result of any action by any governmental authority.
32. **Accord and Satisfaction.** No payment by SFSU or receipt by UC LAW SF of a lesser amount than the full amount of fees and charges invoiced and due hereunder, shall be deemed to be other than on account due under this Agreement. No endorsement or statement on any check or any letter accompanying any check or payment of fees or charges due hereunder shall be deemed an accord and satisfaction. UC LAW SF may accept such check or payment without prejudice to UC LAW SF' right to recover the balance of such fees or charges or pursue any other remedy available at law or in equity.
33. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws provisions. Venue for any action or proceeding arising out of or resulting from this Agreement between UC LAW SF and SFSU shall be in the City and County of San Francisco, California.
34. **No Sublease.** In no event shall SFSU have any right to sublease the Premises or to sublease any access rights to the UC LAW SF campus hereunder.
35. **Brokers.** UC LAW SF and SFSU are not using third party brokers for this transaction and no broker or other person shall be entitled to any commission, and UC LAW SF and SFSU shall defend and indemnify the other against any such claims.
36. **Entire Agreement.** This document contains the complete and exclusive agreement between the Parties regarding the subject matter hereof, and it is intended to be a final expression of their agreement. No promise, representation, warranty or covenant not included in this Agreement has been made or is relied upon by either Party. Each Party has relied upon its own counsel and/or other advisors. No modification or amendment of this Agreement shall be in force or effect unless in writing executed by both Parties hereto.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto as of the last date set forth below.

Dated: \_\_\_\_\_  
David Seward  
Chief Financial Officer

Dated: \_\_\_\_\_  
[Name]  
[Title]

UC COLLEGE OF THE LAW SAN FRANCISCO

SAN FRANCISCO STATE UNIVERSITY

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

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

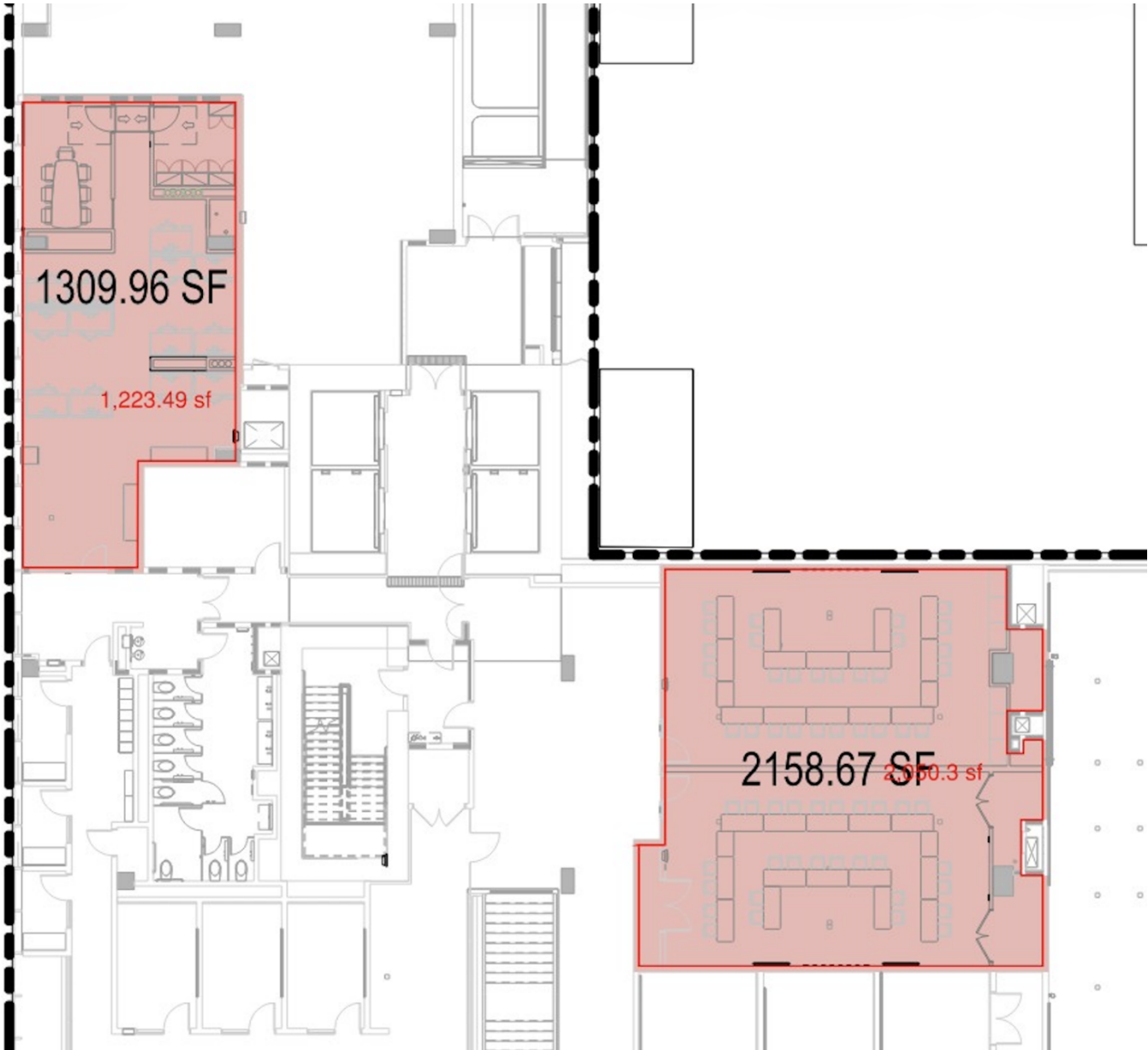
Approved as to Form:

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
John DiPaolo  
General Counsel

:

**EXHIBIT A**  
**Premises Delineated in Red**



## **EXHIBIT B**

### **RULES AND REGULATIONS**

SFSU and SFSU Parties shall comply with the following Rules and Regulations in its use and occupancy of the Premises and the UC LAW SF facilities:

1. The sidewalks, hallways, passages, exits, entrances, plazas, elevators (if any), escalators (if any) and stairways of the Premises or the UC LAW SF campus shall not be obstructed or used by SFSU for any purpose other than for ingress to and egress from the Premises and UC LAW SF facilities. Such hallways, passages, exits, entrances, elevators, plazas, escalators and stairways are not for the use of the general public; and UC LAW SF shall retain the right to control and to prevent access thereto by all persons whose presence, in the sole judgment of UC LAW SF, shall be prejudicial to the safety, character, reputation or interests of the UC LAW SF campus. Nothing herein shall be construed to prevent such access to persons with whom any Academic Village partner institution normally deals in the ordinary course of its business unless such persons are engaged in illegal activities. No Academic Village partner institution and no employee, student, or invitee of any Academic Village partner institution shall go upon the roof of any UC LAW SF campus building.
2. SFSU shall have no right to gain access to, or to connect equipment or wiring with, the telecommunications system in the UC LAW SF campus, including without limitation, the riser cable, the telecommunications room or the MPOE, without the prior written consent of UC LAW SF. UC LAW SF may condition such consent on SFSU's compliance with specific restrictions imposed by UC LAW SF, including without limitation: (i) SFSU's providing UC LAW SF not less than forty-eight (48) hours advance written notice of its intention to gain access to and/or connect equipment or wiring with the UC LAW SF campus telecommunications system; (ii) SFSU's utilizing only the services of a SFSU provider previously approved in writing by UC LAW SF, for the performance of all such activities involving, in any manner, the UC LAW SF campus telecommunications system; and (iii) SFSU's installation only of telecommunications equipment and/or wiring that is reasonably acceptable to UC LAW SF. SFSU also shall report to UC LAW SF immediately in writing any problem(s) with the telecommunications system in the Premises that SFSU, its agents or employees know or suspect to exist.
3. Except as approved in writing by UC LAW SF, no awning, canopy or other projection over or around the windows or entrances of the Premises shall be installed by SFSU, and only such window coverings as are approved by UC LAW SF shall be used in the Premises.
4. The Premises shall not be used for lodging, and no animals of any kind (except licensed service animals or approved emotional support animals) shall be permitted to enter or to remain in the Premises. No cooking shall be done or permitted in the Premises, except that the preparation of coffee, tea, hot chocolate and similar items for SFSU and its employees and students shall be permitted.

5. All supplemental janitorial work for the Premises shall be paid for by SFSU. Any person(s) employed by SFSU to do janitor work shall be subject to the control and direction of UC LAW SF' Facilities and Operations department while on the UC LAW SF campus.
6. Except with UC LAW SF' prior written consent, SFSU shall not use or permit the use of any sidewalk or any area adjacent to the Premises for the sale of newspapers, magazines, periodicals, tickets or other goods, merchandise or services.
7. All loading and unloading of merchandise, supplies, materials, garbage and refuse shall be made only through such entryways and elevators (if any) and at such times as UC LAW SF shall designate. In using any loading area on the UC Law SF campus, SFSU shall not obstruct or permit the obstruction of said loading area nor park or allow its officers, agents or employees to park vehicles therein except for loading and unloading.
8. SFSU shall deliver to UC LAW SF a list of the names and telephone numbers of SFSU's representatives to be contacted by UC LAW SF in an emergency. If UC LAW SF is unable to contact such representatives after reasonable efforts or the list is not current, UC LAW SF shall have no liability for and shall be held harmless by SFSU from any damage, injury, cost or expense, including attorneys' fees, which may result from UC LAW SF' entering the Premises in an emergency.
9. Except as otherwise expressly provided in this Agreement, SFSU shall not permit the use or operation of any coin-operated machines in or about the Premises, including, without limitation, vending machines, video games, pinball machines or pay telephones, without the prior written consent of UC LAW SF. SFSU shall not use or keep in the Premises or the UC LAW SF campus any kerosene, gasoline or flammable or combustible fluid or material or use any method of heating or ventilating other than that supplied by UC LAW SF. SFSU shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises; permit the Premises or UC LAW SF facilities to be occupied or used in a manner offensive or objectionable to UC LAW SF or other Academic Village partner institutions or tenants of the UC LAW SF campus by reason of noise, odors, and/or vibrations.
10. In the case of invasion, mob, riot, public excitement, epidemic, pandemic, or other circumstances rendering such action advisable in UC LAW SF' reasonable opinion, UC LAW SF reserves the right to prevent access to the UC LAW SF campus or portions thereof during the continuance of the same by such action as UC LAW SF may deem appropriate, including closing entrances to the UC LAW SF campus and/or the Premises.
11. SFSU shall ensure that the doors of the Premises are closed and securely locked upon SFSU's employees' departure from the Premises.
12. The toilet rooms, toilets, urinals, wash bowls and other restroom fixtures shall not be used for any purpose

other than that for which they were constructed. No foreign substance of any kind shall be placed in such fixtures, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the SFSU who, or whose employees, students, or invitees, shall have caused it.

13. SFSU shall not use, in the Premises or the common areas of the UC LAW SF campus, any hand trucks except those equipped with rubber tires and side guards or such other material-handling equipment as UC LAW SF may approve. No other similar vehicles shall be brought by SFSU onto the UC LAW SF campus or kept in or about the Premises.
14. UC LAW SF' employees, agents or contractors shall not perform any work or do anything outside of their regular duties unless under special instructions from UC LAW SF.
15. UC LAW SF may waive any one or more of these Rules and Regulations for the benefit of any particular Academic Village partner institution(s) or tenant(s), but no such waiver shall be construed as a waiver of such Rules and Regulations in favor of any other Academic Village partner institution(s) or tenant(s), nor shall it prevent UC LAW SF from thereafter enforcing any such Rules and Regulations against any or all of the Academic Village partner institution(s) or tenant(s).
16. These Rules and Regulations are in addition to and shall not be construed to modify, alter or amend, in whole or in part, the covenants and conditions of the Agreement.
17. SFSU shall not permit its employees, students, agents or invitees to use or possess illicit drugs or to gamble in or about the Premises or the UC LAW SF campus.
18. Neither SFSU nor any of its employees, students, agents, or invitees may smoke in or around the Premises or the UC LAW SF campus.
19. SFSU, at its sole expense, shall remove or cause to be removed from the Premises and the UC LAW SF campus any decorations that Tenant may place in the Premises.
20. UC LAW SF reserves the right to modify or amend these Rules and Regulations and to make such other and reasonable rules and regulations that, in UC LAW SF' sole judgment, from time to time may be needed for the safety, care and operation of the UC LAW SF campus and/or the Premises and for the preservation of good order therein. Such modifications, amendments or other rules and regulations shall become effective immediately upon delivery of written notice.

## **ACTION ITEM**

- 1. REPORT BY:** Chief Operating Officer Rhiannon Bailard  
Treasurer and Secretary David Seward
- 2. SUBJECT:** Golden Gate University – Short-Term Office Lease &  
Shared Facilities License Agreements
- 3. RECOMMENDATION:**

That the Board of Directors authorizes UC Law San Francisco (“UC Law SF”) to enter into a lease and shared facilities license agreement with Golden Gate University (“GGU”) for three offices on campus and a facilities license and usage agreement for shared classroom and event space for periodic on-site programming.

### **4. BACKGROUND:**

Golden Gate University is closing their downtown campus and transitioning to a largely online model serving mostly international students. They will require their students to meet periodically in person, approximately six times per year, and are looking for a campus location for these periodic uses. And, they are seeking offices in San Francisco for three executives in the near-term. Of note, they are potentially interested in a further long-term use of the campus at the Tower for dedicated classrooms and an office suite and the College is undertaking a test fit to determine that future possibility. Additionally, the College is aware that GGU is undertaking similar discussions with SF State regarding use of their main campus.

Here, UC Law SF has proposed leasing GGU three offices, with locations to be determined in coordination with College leadership and pursuant to space availability, and to utilize shared classroom space approximately six (6) times per year for in-person academic programming. The proposed arrangement is governed by two coordinated agreements:

1. A lease agreement for dedicated office space; and
2. A shared facilities license agreement for access to additional classrooms and event spaces.

Under the proposed lease, UC Law will provide GGU approximately 390 rentable square feet comprised of three offices at a rental rate of \$60 per square foot, with a 12% administrative fee, generating a total initial annual rental payment of \$26,208. The lease term is three years (36 months) with two one year (12 month) renewal options and includes a 3% rent escalation during the initial term and any renewal periods.

Under the proposed shared facilities license agreement, GGU will utilize shared classrooms and event spaces pursuant to pricing included in the shared facilities license

agreement. Shared classroom uses are contingent upon the needs of GGU and space availability but are estimated to occupy approximately 8 – 10 classrooms for three days at a time, 6 times per year, for a four year (48 month) term, with 5% escalation annually. While exact needs are unknown, the initial assessment of revenue potentially generated from shared classroom for GGU is approximately \$300,000 annually.

Of note, the agreements provide for GGU students, faculty, and staff access to UC Law SF campus amenities. And, they also include a non-binding intent for the parties to engage in future discussions regarding potential dedicated space for GGU within the 100 McAllister Tower project, subject to availability, approvals, financial terms, and mutual agreement.

Finally, the proposed agreements advance UC Law SF's Academic Village by generating stable auxiliary revenue and supporting activation of the campus and surrounding community.

## **5. PROPOSED RESOLUTION:**

Resolved, that the Board of Directors authorizes UC Law San Francisco to enter into lease and shared facilities license agreements with Golden Gate University.

### **Attachments:**

- Lease Agreement – Golden Gate University and UC Law San Francisco
- Facilities License Agreement - Golden Gate University and UC Law San Francisco

**UNIVERSITY OF CALIFORNIA  
COLLEGE OF THE LAW  
SAN FRANCISCO  
200 McAllister Street  
San Francisco, California 94102**

**FACILITIES LICENSE AND USAGE AGREEMENT  
Academic Year 2026-2030**

This License Agreement (“Agreement”) is entered into by and between the University of California College of the Law San Francisco (UC Law SF) and the Golden Gate University (GGU), each a “Party” and collectively, the “Parties”, effective as of August 1, 2026 (“Effective Date”).

UC Law SF and GGU agree to the following facility use schedule based on the information provided to date. This document reflects the planned facility use for the GGU 2026-27 summer and fall quarterly program sessions and the winter and spring quarter sessions. These facilities are reserved, however not guaranteed; comparable rooms in capacity and functionality will substitute in case a conflict prohibits use of preferred or reserved spaces. GGU and UC Law SF will identify and reserve facility use for future academic years within the term of the contract as further outlined below.

1. **Period of Use and Charge for 2026-2027:** For the agreed fee of \$ [ ]. UC Law SF grants to GGU the right to use the UC Law SF facilities for the days, times and purposes as specified in **Attachment B**.

A summary of planned facility use and fee schedule is included as **Attachment A**; template of scheduled classrooms is included as **Attachment B**; current room rate list is included as **Attachment C**. The parties shall update Attachments A, B, and C as necessary on an annual basis each June during the Term (as defined below) to reflect planned facility use and fees, scheduled classrooms, and room rates for the upcoming academic year. Such updated attachments as agreed between the parties shall be incorporated into this Agreement by written amendment. The parties expect usage and availability to be substantially similar in each year of the Term, including any Renewal Term, however, specific rooms and schedules are subject to UC Law SF’s academic calendar and scheduling needs for each academic year. Significant changes in usage by GGU, for example a change to the day of the week or an increase of total or individual class size beyond the cohort size of 2026-2027, requires coordination with UC Law SF Law, ideally 12 months in advance but no later than 6 months, in advance of the start of the UC Law SF Law academic term in which the change is requested.

A. Included Facility Provisions

- UC Law SF will provide customary building security, custodial services and basic instructional media support services at no additional charge (recording classes requires additional charge). Charges may be applied when facility use extends beyond approved schedule, scope, or standard operating hours.
- UC Law SF will grant GGU students, faculty and staff engaged in the COB program access to all open areas of the UC Law SF campus buildings during normal operating hours, to include the library, library study rooms, student meeting rooms, common areas, student

lounge areas, athletic/recreational facilities, outdoor patios, and all other amenities otherwise available to UC Law SF students.

- GGU students are eligible for the same student parking rates as UC Law SF students for the campus parking garage, located at 376 Larkin Street.

2. **Limitation:** GGU's exclusive use of UC Law SF facilities is limited only to the facilities and time periods described. If GGU would like to exclusively use additional facilities or for additional time periods outside of those specifically enumerated in this Agreement, UC Law SF will provide for use on an as-available basis, subject to UC Law SF academic schedule and programming, pre-existing reservations, and public health requirements and guidelines, per the pricing available in Attachment C. UC Law SF will provide a separate invoice delineating the uses and the charges for payment by GGU as described more fully below.
3. **Term:** The term of this Agreement (the "Term") shall be for forty-eight (48) months, commencing upon the Effective Date and ending forty-eight (48) months thereafter ("Expiration Date"). The Term of this Agreement may be extended past the Expiration Date for two (2) additional twelve (12) month terms (each, a "Renewal Term") by mutual written agreement of the Parties. In order to exercise this renewal option, GGU shall provide UC LAW SF with written notice of its desire to renew this Agreement at least six (6) months prior to the then-current Expiration Date. GGU understands and agrees that the fees set forth herein may be increased up to three (3) percent at each anniversary of the Effective Date, both during the original Term and in each Renewal Term. Notwithstanding the foregoing, UC Law SF may increase the room rate fees by up to five (5) percent at any one or more anniversaries of the Effective Date, both during the original Term and in each Renewal Term in the event of substantial market demand fluctuation, following reasonable consultation and discussions with GGU.
4. **Termination:** This Agreement shall be co-terminus with that certain Academic Village Participation Lease Agreement by and between the parties dated July 25, 2026 ("Lease Agreement") For the avoidance of doubt, this Agreement shall terminate under this paragraph only if the Lease Agreement is terminated in accordance with its terms.

UC Law SF shall have the right to terminate this Agreement upon written notice to GGU if GGU materially breaches any of the terms of this Agreement, and such breach is not cured within thirty (30) days of GGU's receipt of written notice of such breach. If GGU or UC Law SF terminates this Agreement, GGU will be obligated to pay for any quarter that falls fully within the notification period and for pro-rata usage, according to the payment schedule in item 4 and usage schedule in Attachment B and price list in Attachment C, for any quarter that falls partially within the notification period. Pro-rata payments would be calculated as the percentage of usage of the expected dates prior to Agreement termination, multiplied by the payment amount for that quarter.

Sections 3, 4, 6, 7, 8, 10, 13, 14, 19, 21, 22, 23 and 25 shall survive termination or expiration of this Agreement.

5. **Replacement Facilities:** UC Law SF will make reasonable efforts to ensure that rooms preferred by, or reserved for, GGU are provided for their use. However, facilities preferred by GGU or reserved for their use are not guaranteed; comparable rooms in capacity and functionality will substitute in case a conflict prohibits use of preferred or reserved spaces. In the event of exigent or unforeseen circumstances beyond UC Law SF's control, UC Law SF may need GGU to utilize

virtual or remote learning if UC Law SF facilities are not available for use. GGU will be entitled to a full refund of any prepaid fees for the duration of the required virtual or remote learning period.

6. **Release of Facilities:** Due to the need to schedule UC Law SF Law academic programming far in advance of the start of the academic program, reservation of UC Law SF Law facilities by GGU forecloses the use of those facilities by UC Law SF Law for academic programming irrespective of whether GGU actually uses those facilities. This is particularly true for classrooms, which are limited in capacity and have significant demand for use. At the same time, UC Law SF Law acknowledges the need for GGU to have flexibility in changing reservations in response to evolving space needs. UC Law SF Law reserves the right to charge GGU for all facility reservations, whether used or not, if such reservation is not cancelled 60 days prior to the start of the UC Law SF Law academic semester term in which the facility reservation falls in the case of a classroom (regardless of the type of use GGU intended for that space), or 30 days in advance of the date of the event in the case of a non-classroom event space.<sup>1</sup> This requirement does not apply to use of conference rooms and meeting rooms any day of the week or classroom space reservations on Saturdays and Sundays, which may be cancelled 24 hours in advance with a full refund or credit without charge.
  
7. **Payment:** Payment for the instructional program is expected at the start of each session; an invoice will be sent upon the confirmation of each session set-up and start date. Payment is due within 30 days of receipt of invoice. See the below table and Attachment A for cost summary, Attachment B for current planned use schedule, and Attachment C for price list.

<b>Session</b>	<b>Payment Due Date</b>	<b>Amount (actual or estimated)</b>
Summer 2026-27	30 Days Upon Receipt	\$ [ ]
Fall 2026-2027	30 Days Upon Receipt	\$ [ ]
Winter 2026-2027	30 Days Upon Receipt	\$ [ ]
Spring 2026-2027	30 Days Upon Receipt	\$ [ ]
Additional Use / Credit	Invoiced monthly	n/a
<b>SUBTOTAL</b>		\$ [ ]
12% Admin Fee	Added to quarterly billing	\$ [ ]
<b>Estimated TOTAL</b>		\$ [ ]

GGU will provide payment for ala carte use of facilities not specifically enumerated in this agreement as billed on a separate invoice provided within thirty (30) days of the event. Payment is due within thirty (30) days of receipt of the invoice.

Payment shall be made by electronic transfer, check or money order made payable to UC Law SF College of the Law, and delivered to Special Events & Guests Services, 200 McAllister Street, San Francisco, CA 94102-4978.

---

<sup>1</sup> To define as specified in our space reservation policy. Should include ARC, Deb Colloquium Room, Quad, Skydeck, Skyroom, Future Auditorium at 198, etc.

**8. Coordination:** The parties designate as Representative the individual identified below as the primary contact for purposes of coordination:

Jared Augustus  
Special Events & Guests Services  
UC Law SF College of the Law  
200 McAllister St.  
San Francisco, CA 94102  
augustusjared@uclawsf.edu

Representatives agree to meet on a regular basis to review the services provided under the agreement and any unanticipated problems or issues.

9. **Compliance with UC Law SF Law Policies:** Use of the UC Law SF Law campus by GGU employees, students, visitors, and agents is subject to UC Law SF Law policies including the space reservation policy, which governs use of UC Law SF Law facilities.
10. **Liability Insurance and Indemnification:** GGU shall indemnify, defend and hold harmless UC Law SF, its officers, agents, partners, students, and employees, from and against any Claims (as defined below), arising out of or in any way connected with this Agreement including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or acts or omissions or willful misconduct of GGU, its officers, agents, students or employees. GGU is self-insured.

Licensee will maintain in force at all times during the term of this Agreement, Comprehensive General Liability insurance in the amount of \$1,000,000. Such insurance policies shall name UC Law San Francisco, its officers, employees, and the State of California as an additional insured and provide for notification to UC Law San Francisco thirty (30) days prior to termination or restrictive amendment. Licensee shall furnish a Certificate of Insurance to UC Law San Francisco as evidence of the required coverage. The parties acknowledge and agree that Licensee's insurance policies shall be primary and noncontributory to any policies of insurance maintained by UC Law San Francisco. The Certificate of Insurance must accompany the signed Agreement. All insurance required under this Agreement is to be provided by carriers with a Best rating of A-10 or better. Carriers must also be California admitted companies listed as such by the Insurance Commissioner for the State of California. Any third party vendor that Licensee engages for the Event must also maintain in force at all times during the term of this Agreement insurance with coverages in amounts appropriate to the risks and liabilities associated with its services, and consistent with the foregoing requirements. Licensee will provide UC Law San Francisco with Certificates of Insurance from such vendors upon request.

UC Law SF shall indemnify, defend, and hold harmless GGU, its officers, agents and employees, from and against any claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this Agreement including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent acts or omissions or willful misconduct of UC Law SF, its officers, agents, partners or employees.

Both UC Law SF and GGU shall maintain, during the term of this Agreement and for at least Four (4) years thereafter, policies of insurance or self-insurance with coverages and limits appropriate

to its obligations and liabilities hereunder. Each Party shall provide the other Party with evidence of such insurance upon request.

11. **Internet Access:** Facility rates shall include internet access to wireless (WiFi) and hard wire usage where available. Access to the internet is limited only to GGU and their employees and students. Temporary network outages shall not reduce the payment due from GGU to UC Law SF.
12. **Policy on Nondiscrimination:** Neither UC Law SF nor GGU shall discriminate unlawfully on the basis of race, color, religion, national origin, ancestry, disability, age, sex or sexual orientation, gender, gender expression, gender identity, gender transition status, sex- or gender-stereotyping, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, citizenship, or service in the uniformed services, including protected veterans. This policy is intended to be consistent with applicable state and federal laws.
13. **Condition of Premises:** At termination of each date of use, GGU shall deliver the UC Law SF' facilities used by GGU according to this Agreement ("Premises") to UC Law SF in as good and clean condition and repair as it was prior to GGU's use, subject to any reasonable wear and tear. GGU shall be liable for any extra cleaning in excess of \$300.00 in total cost to UC Law SF (the average cost for after-event cleaning being approximately \$300.00). Any items left on the Premises by GGU may automatically be removed by UC Law SF at GGU's expense. GGU is liable for any damage to Premises or personal property of UC Law SF or its concessionaires, students, or employees (whether it be damaged, stolen or missing) that is caused by GGU (including guests, staff, students and subcontractors) during the term of this Agreement. Damages shall be itemized and a bill sent to GGU within 10 working days of the event (or as soon as possible if exact costs cannot be determined within this time period), and payment shall be due within 30 days.
14. **Application of California Law; Venue:** This Agreement and the application or interpretation thereof shall be governed, construed and enforced exclusively by its terms and by the laws of the State of California, without regard to its conflict of laws provisions. Any controversy or claim arising out of or relating to this Agreement, or a breach thereof, shall be settled by final and binding arbitration in San Francisco, California, under the auspices of the American Arbitration Association, in accordance with the Commercial Arbitration Rules. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. Any provisional remedy which would be available from a court of law, shall be available from the arbitrator to the parties of this Agreement pending arbitration. The arbitrator shall determine which is the prevailing party and shall award that party its costs and fees. Costs and fees mean all reasonable pre-award expenses of arbitration, including the arbitrator's fees, administrative fees, witness fees and attorneys' fees.
15. **Entire Agreement:** This document contains the complete and exclusive agreement between the parties regarding the subject matter hereof, and it is intended to be a final expression of their agreement. No promises, representation, warranty or covenant not included in this Agreement regarding its subject matter has been made or is relied upon by any party. Each party has relied upon its own counsel and/or other advisors. No modification or amendment of this Agreement shall be in force or effect unless in writing executed by both parties hereto.

16. **Time of Essence:** Time is expressly declared to be of the essence in this Agreement.
17. **Miscellaneous:** All rights, powers and privileges conferred hereunder upon UC Law SF shall be cumulative in addition to those given by law. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be modified to the extent necessary so that it is valid and enforceable and within the intent of the parties in drafting this Agreement and the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
18. **Non-Assignment:** This Agreement is not assignable.
19. **Non-Responsibility:** GGU recognizes that UC Law SF does not sponsor GGU or its activities. GGU agrees to inform those persons with whom it deals that GGU assumes full responsibility for its activities and UC Law SF has no responsibility for the same.
20. **Publicity:** GGU will include reference to the UC Law SF location in recruitment materials and, as a matter of course, in other publicity about the GGU. UC Law SF may allow GGU to post temporary signage near the entrance to the classrooms used by GGU hereunder identifying the classroom as the location of the GGU periodically during the Term. Any permitted signage will be mutually agreed by GGU and UC Law SF, and will also include reference to the program "at UC Law SF" or similar designation upon the preference of UC Law SF.
21. **Tax:** In the event that this Agreement creates a possessory interest subject to property taxation, and GGU is subject to property tax levied on such interest, GGU alone shall pay such tax. GGU shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of GGU contained on UC Law SF campus. GGU shall cause any such trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of UC Law SF.
22. **Notices:** All notices under this Agreement shall be effective only if made in writing and delivered by personal service, U.S. mail or FedEx as follows:

**To UC Law SF:**

UC Law SF College of the Law  
Special Events & Guests Services  
200 McAllister Street  
San Francisco, CA 94102-4918  
Attn: Chief Operating Officer Rhiannon Bailard  
(415) 581-8858

**To GGU:**

23. **Public Health:** The parties expressly agree that use of space on the UC Law SF campus as contemplated herein is contingent upon such use being permitted by the San Francisco Department of Public Health and other applicable local, state, or federal public health officials. UC Law SF shall not be liable for breach of this Agreement or for any damages that GGU may incur in the event that public health guidelines prevent GGU from using the space at UC Law SF campus as contemplated herein.

GGU further acknowledges that it is responsible for complying with all public health guidelines in its use of any space at UC Law SF.

24. **Force Majeure:** If either Party is delayed or prevented from the performance of any act required hereunder by reason of acts of God, acts of war, riots, civil unrest, acts of terrorism, fire, earthquake, flood, unusually severe weather, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, delays or regulations, delays caused by the other Party, pandemic or epidemic, or other cause without fault and beyond the control of the Party obligated (financial inability excepted) (a "Force Majeure Delay"), performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing in this Section shall excuse GGU from the prompt payment of any fees or charges due hereunder. A Party claiming a delay pursuant to this Section shall give notice of such delay to the other Party promptly after commencement of the event giving rise to the delay, together with a reasonable estimate of the time period of such delay. This Agreement may be suspended or cancelled, immediately upon notice at the option of UC Law SF, if UC Law SF's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event UC Law SF is unable to render service as a result of any action by any governmental authority.

25. **Accord and Satisfaction.** No payment by GGU or receipt by UC Law SF of a lesser amount than the full amount of fees and charges invoiced and due hereunder, shall be deemed to be other than on account due under this Agreement. No endorsement or statement on any check or any letter accompanying any check or payment of fees or charges due hereunder shall be deemed an accord and satisfaction. UC Law SF may accept such check or payment without prejudice to UC Law SF's right to recover the balance of such fees or charges or pursue any other remedy available at law or in equity.

26. **Counterparts by Facsimile or Email.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

27. **Non-Binding Notice of Intent Regarding Future Dedicated Space at 100 McAllister Street.** The parties acknowledge that, subject to UC Law SF's development, completion, and occupancy of the 100 McAllister Street project (the "Tower Project"), this Agreement shall serve as a non-binding notice of the Parties' mutual intent to engage in good-faith discussions regarding the potential future licensing or leasing by GGU of dedicated space within the 100 McAllister Tower for use as an office suite and potential classroom space.

The Parties acknowledge that the earliest date such dedicated space could reasonably be made available would be Fall/Winter 2027, trailing the anticipated opening of the Tower Project due to needed programming, design, approvals, and construction outside of the current scope of the Tower Project; however, the Parties further acknowledge that, a more likely availability timeline given the constraints mentioned above, would be Fall 2028.

Any future agreement for dedicated space at 100 McAllister shall be subject to (i) mutual written

agreement of the parties, (ii) availability of space, (iii) agreement on scope, term, financial terms, and operating responsibilities, and (iv) all applicable approvals. Nothing in this section shall obligate either party to enter into any future agreement, nor shall it be construed to imply any reservation of space, guarantee of availability, or commitment as to rental rates, term length, or material terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Dated: \_\_\_\_\_  
 UNIVERSITY OF CALIFORNIA  
 COLLEGE OF THE LAW  
 SAN FRANCISCO

Dated: \_\_\_\_\_  
 GOLDEN GATE UNIVERSITY

Signature: \_\_\_\_\_  
 David Seward, CFO

Signature: \_\_\_\_\_

Approved as to Form:

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_  
 John DiPaolo  
 General Counsel

**Attachment A: Summary**

**Cost Summary for GGU Program Space Use Academic Year 2026-27**

		TOTAL
A.	Summer: [ ]	\$ [ ]
B.	Fall: [ ]	\$ [ ]
C.	Winter: [ ]	\$ [ ]
D.	Spring: [ ]	\$ [ ]

<b>(2) Four Hour Reservation for Skydeck (333 Golden Gate Ave) For FY26/27</b>		<b>No Cost</b>
<b>SUBTOTAL</b>		\$ []
<b>Admin fee</b>	12%	\$ []
<b>TOTAL</b>		\$ []

**Attachment B: Facility Use Schedule**

## Attachment C: Rates

UC San Francisco COLLEGE OF THE LAW				
ROOM RENTAL FEES (as of 1.1.2025)				
<b>SPECIAL FACILITIES</b>				
Facility Name	Location	Max Cap	Half Day Rate	Full Day Rate
Auditorium	198 Academe (198 McAllister) Lower Level	150	\$2,500.00	\$4,000.00
Specter Courtroom	198 Academe (198 McAllister) Lower Level	94	\$1,300.00	\$2,200.00
Baxter Courtroom	198 Academe (198 McAllister) Lower Level	100	\$1,300.00	\$2,200.00
Alumni Reception Center (ARC) *	Kane Hall (200 McAllister) 2nd Flr.	72	\$1,300.00	\$2,200.00
Dining Commons *	Kane Hall (200 McAllister) 2nd Flr.	150	\$2,000.00	\$3,000.00
Colloquium Room (Room 501) *	(333 Golden Gate) 5th Flr.	55	\$1,300.00	\$2,200.00
Quad	333 Golden Gate	250	\$2,000.00	\$3,000.00
Roof Garden (Sky Deck)*	(333 Golden Gate) 5th Flr.	150	\$1,622.87	\$2,163.82
<b>CLASSROOMS</b>				
Facility	Location	Max Cap	Half Day Rate	Full Day Rate
Classroom 213	198 Academe (198 McAllister) 2nd Flr.	100	\$865.00	\$1,350.00
Classroom 122	Mary Kay Kane Hall (200 McAllister) 1st Flr.	92	\$865.00	\$1,350.00
Classroom 123	Mary Kay Kane Hall (200 McAllister) 1st Flr.	92	\$865.00	\$1,350.00
Classroom 605	Mary Kay Kane Hall (200 McAllister) 6th Flr.	72	\$865.00	\$1,350.00
Classroom 630	Mary Kay Kane Hall (200 McAllister) 6th Flr.	58	\$865.00	\$1,350.00
Classroom 640/Rusty Dobbs	Mary Kay Kane Hall (200 McAllister) 6th Flr.	38	\$865.00	\$1,350.00
Classroom LL01*	(333 Golden Gate) Lower Level	80	\$865.00	\$1,350.00
Classroom LL02*	(333 Golden Gate) Lower Level	80	\$865.00	\$1,350.00
Classroom 101	(333 Golden Gate) 1st Flr.	110	\$865.00	\$1,350.00
Classroom 201	(333 Golden Gate) 2nd Flr.	82	\$865.00	\$1,350.00
Classroom 202	(333 Golden Gate) 2nd Flr.	82	\$865.00	\$1,350.00
Small Classroom 204	(333 Golden Gate) 2nd Flr.	32	\$865.00	\$1,350.00
<b>SEMINAR ROOMS</b>				
Facility	Location	Max Cap	Half Day Rate	Full Day Rate
Conference Room 206	(198 McAllister) 2nd Flr.	15	\$650.00	\$865.00
Seminar Room 619	Mary Kay Kane Hall (200 McAllister) 6th Flr.	18	\$650.00	\$865.00
Seminar Room 620	Mary Kay Kane Hall (200 McAllister) 6th Flr.	18	\$650.00	\$865.00
Seminar Room LL03	(333 Golden Gate) Lower Level	24	\$650.00	\$865.00
Seminar Room LL04	(333 Golden Gate) Lower Level	24	\$650.00	\$865.00
Small Classroom 203	(333 Golden Gate) 2nd Flr.	22	\$650.00	\$865.00
Seminar Room 308	(333 Golden Gate) 3rd Flr.	16	\$650.00	\$865.00
Seminar Room 309	(333 Golden Gate) 3rd Flr.	24	\$650.00	\$865.00
Seminar Room 315	(333 Golden Gate) 3rd Flr.	16	\$650.00	\$865.00
Seminar Room 403	(333 Golden Gate) 4th Flr.	24	\$650.00	\$865.00
Seminar Room 404	(333 Golden Gate) 4th Flr.	24	\$650.00	\$865.00
Seminar Room 405	(333 Golden Gate) 4th Flr.	16	\$650.00	\$865.00
Seminar Room 307B	(333 Golden Gate) 2nd Flr.	18	\$650.00	\$865.00
Seminar Room 312	(333 Golden Gate) 2nd Flr.	23	\$650.00	\$865.00
Seminar Room 314	(333 Golden Gate) 2nd Flr.	23	\$650.00	\$865.00
<b>CONFERENCE ROOMS</b>				
Facility	Location	Max Cap	Half Day Rate	Full Day Rate
Conference Room 205	(198 McAllister) 2nd Flr.	7	\$450.00	\$650.00
Conference Room 207	(198 McAllister) 2nd Flr.	7	\$450.00	\$650.00
Conference Room 209	(198 McAllister) 2nd Flr.	7	\$450.00	\$650.00
Conference Room 103	(333 Golden Gate) 1st Flr.	8	\$450.00	\$650.00
Conference Room 104	(333 Golden Gate) 1st Flr.	8	\$450.00	\$650.00
Conference Room 105	(333 Golden Gate) 1st Flr.	8	\$450.00	\$650.00
Conference Room 205	(333 Golden Gate) 2nd Flr.	8	\$450.00	\$650.00
Conference Room 206	(333 Golden Gate) 2nd Flr.	8	\$450.00	\$650.00
Conference Room 209	(333 Golden Gate) 2nd Flr.	8	\$450.00	\$650.00
Conference Room 304	(333 Golden Gate) 3rd Flr.	8	\$450.00	\$650.00
Conference Room 305	(333 Golden Gate) 3rd Flr.	2	\$450.00	\$650.00
Conference Room 306	(333 Golden Gate) 3rd Flr.	8	\$450.00	\$650.00
Conference Room 307	(333 Golden Gate) 3rd Flr.	8	\$450.00	\$650.00
Conference Room 311	(333 Golden Gate) 3rd Flr.	8	\$450.00	\$650.00
Conference Room 319	(333 Golden Gate) 3rd Flr.	8	\$450.00	\$650.00
Conference Room 406	(333 Golden Gate) 4th Flr.	8	\$450.00	\$650.00
Conference Room 407	(333 Golden Gate) 4th Flr.	8	\$450.00	\$650.00

**UNIVERSITY OF CALIFORNIA  
COLLEGE OF THE LAW SAN FRANCISCO ("UC Law SF")  
200 McAllister Street  
San Francisco, California 94102  
ACADEMIC VILLAGE PARTICIPATION LEASE AGREEMENT  
Academic Years 2026-2028**

This Academic Village Participation Lease Agreement ("Agreement") is entered into by and between the University of California, UC Law SF College of the Law ("UC LAW SF") and Golden Gate University ("GGU"), GGU and UC LAW SF each a "Party", and collectively, the "Parties", effective as of July 1, 2026 ("Effective Date").

**WHEREAS**, UC LAW SF has available space on its campus for use by other not-for-profit institutions of higher education as part and in furtherance of its Academic Village concept.

**WHEREAS**, GGU wishes to participate as a partner institution in the UC Law SF Academic Village.

**WHEREAS**, GGU wishes to rent certain space on the UC Law SF campus in the UC Law SF buildings located at 198 and 200 McAllister Street, and otherwise have access for itself and its employees, students, agents and invitees to facilities and amenities open to all UC Law SF Academic Village partner institutions.

**NOW, THEREFORE**, In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the mutual receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Premises.** For the agreed fee of \$60/rentable square foot UC LAW SF grants to GGU the right to exclusive use during the Term of the **approximately 390 rentable square feet**, comprised of three offices in Mary Kay Kane Hall at 200 McAllister, San Francisco, California 94102 ("Premises"), as depicted in Exhibit A, attached hereto and incorporated herein, solely for the following specified purposes:

GGU shall be permitted to use the Premises for activities in pursuit of GGU's mission of higher education and other related and conforming uses. GGU intends to use the Premises as classrooms and an office suite.

In addition to the rent described above, GGU shall pay to UC Law SF a 12% **Administrative Fee** on the total annual lease payment. This Administrative Fee is intended to partially reimburse UC Law SF for shared costs associated with GGU's participation in the Academic Village. Such costs include, but are not limited to, utilities; staffing expenses for security, safety practitioners, scheduling, event, operations, custodial, engineering, IT/audiovisual, and limited additional support personnel; and supplies used in dedicated leasehold areas and adjacent common areas. The Administrative Fee shall be invoiced concurrently with the annual lease payment and shall be subject to the same payment terms as set forth in section (4) Payment below.

2. **Term.** The term of this Agreement (the "Term") shall be for thirty-six (36) months, commencing upon the date of substantial completion of the agreed upon improvements to the Premises ("Commencement Date") and ending thirty-six (36) months thereafter ("Expiration Date"). The Term of this Agreement may be extended past the Expiration Date for two (2) additional twelve (12) month terms (each, a "Renewal Term") by mutual written agreement of the Parties. In order to exercise this renewal option, GGU shall provide UC LAW SF with written notice of its desire to renew this Agreement at least six (6) months prior to the then-current Expiration Date. GGU understands and agrees that the fees set forth herein shall be increased by three (3) percent at each anniversary of the Commencement Date, both during the original Term and in each Renewal Term.

Notwithstanding the foregoing, the parties agree that GGU will be provided access to the Premises as of the Effective Date at no charge to GGU prior to the Commencement Date for the installation of GGU's furniture, fixtures, and equipment, provided that GGU has delivered this fully executed Agreement, certificates of insurance, any other applicable requirements specified in this Agreement, and provided such access does not materially interfere with UC LAW SF' delivery of the Premises. GGU agrees to promptly vacate the Premises to the extent deemed necessary by UC LAW SF for the agreed upon improvements to be undertaken and completed prior to the Commencement Date.

3. **Facilities Usage.** In addition to its use of the Premises as set forth above, GGU shall have the non-exclusive right to access and use, in common with UC LAW SF, other Academic Village partner institutions, and any other UC LAW SF tenants, as applicable, any and all of the following areas which may be appurtenant to the Premises: common entrances, lobbies, elevators, stairways and access ways, loading and unloading areas, visitor parking areas, ramps, drives, platforms, public restrooms, and common walkways and sidewalks necessary for access to the Premises. GGU students, faculty and staff shall also have the non-exclusive right to access and use, in common with UC LAW SF and other Academic Village partner institutions, all areas of the UC LAW SF campus buildings during normal operating hours, including the libraries, library study rooms, student meeting rooms, common areas and common area amenities, student lounge areas, social spaces, and outdoor patios, which are available to UC LAW SF students in the normal course of campus operations. To the extent available, GGU's students and employees will be eligible to lease parking in the campus parking garage located at 376 Larkin Street at the same parking rates as UC LAW SF' students and employees.
4. **Payment.** GGU shall pay to UC LAW SF the fee set forth in Section 1 of this Agreement, which the Parties agree amounts to a total initial annual payment of one hundred eighty six thousand dollars (\$186,000) for Rent and twenty two thousand three hundred 20 (\$22,320) for the 12% Administrative Fee for a total of two hundred and eight thousand and three hundred and twenty dollars (\$208,320). Payment is due net thirty (30) days upon receipt of invoice. Payment shall be made by electronic transfer, check or money order.

Invoices shall be sent to: **Golden Gate University University**  
**Attn:**

Payment shall be sent to: UC Law SF Law  
Attn: Sandra Plenski, Controller  
200 McAllister Street  
San Francisco, CA 94102

5. **Operational Support.** With respect to the Premises and common areas, UC LAW SF will provide GGU with its standard and customary building security, custodial services, utilities, and internet (WIFI). GGU will not be expected to reimburse UC LAW SF for UC LAW SF' insurance costs. Additional charges may also be applied when GGU'S use of the Premises and/or common areas extend beyond approved schedule, scope, or standard operating hours. Any custodial or security services that GGU requests above the standard and customary services that UC LAW SF provides shall be the sole responsibility of GGU, at its sole cost and expense. GGU shall coordinate with and provide notice to UC LAW SF, if it desires to contract directly with UC LAW SF' vendors and service providers for such additional services. Access to the internet hereunder is limited only to GGU and its employees and students.
6. **Limitation.** GGU's use of the Premises and other UC LAW SF facilities is limited only to the facilities and time periods described herein. If GGU would like to use additional facilities or for additional time periods outside of those specifically enumerated in this Agreement, please refer to the corresponding shared classroom and event space agreement for rates and terms.
7. **License to Use of Name and Logo/Academic Village Branding.** Each Party shall have the right to use the name of the other party and factual information regarding the existence of the relationship that is the subject of this

Agreement. In any such use, the relationship of the parties shall be accurately and appropriately described. GGU expressly grants UC LAW SF the right to use GGU's name and logo in materials describing and/or promoting the Academic Village and in lists of Academic Village partner institutions. GGU will reference UC LAW SF and the Academic Village in descriptions, publicity, and marketing of any programs or activities that it conducts using the Premises subject to UC LAW SF' approval, which shall not be unreasonably withheld, and in accordance with UC LAW SF' Branding Guidelines. GGU shall use reasonable efforts to provide UC LAW SF Chief Communication Officer with a copy of such descriptions and marketing materials for review and feedback prior to dissemination.

8. **Publicity.** UC LAW SF agrees to allow and encourages GGU to hang approved signage at GGU's sole cost and expense near the entrance to the Premises identifying it as the location of the GGU program for the duration of this Agreement. The signage will be mutually agreed upon by GGU and UC LAW SF, and will include reference to the GGU's program "at UC UC Law SF Academic Village".
9. **Termination.** This Agreement shall be co-terminus with the annual agreements reflecting an ongoing relationship between GGU and UC LAW SF for GGU's rental of classroom space on the UC LAW SF campus. For the avoidance of doubt, this Agreement shall terminate under this paragraph only if the parties are not able to come to agreement on future academic year classroom rental agreements for GGU's continued rental of classroom space at UC LAW SF.

UC LAW SF shall have the right to terminate this Agreement upon written notice to GGU if GGU materially breaches any of the terms of this Agreement, and such breach is not cured within thirty (30) days of GGU's receipt of written notice of such breach. In the event of termination, GGU shall be obligated to pay pro-rata fees for usage of the Premises and any additional charges or fees incurred by GGU through the effective date of termination.

10. **Notices.** Notices under this Agreement shall be effective if made in writing and sent by regular mail, electronic mail, or delivery in person to the individual identified below as the primary contact for purposes of coordination:

If to UC LAW SF:

UC Law SF  
Attn: Rhiannon Bailard, Chief Operating Officer  
200 McAllister Street  
San Francisco, CA 94102  
[bailardrhiannon@uclawsf.edu](mailto:bailardrhiannon@uclawsf.edu) and [operations@uclawsf.edu](mailto:operations@uclawsf.edu)

with a copy to:

UC Law SF  
Attn: Office of General Counsel  
200 McAllister Street  
San Francisco, CA 94102  
[ogc@uclawsf.edu](mailto:ogc@uclawsf.edu)

If to GGU:

With a copy to:

11. **Insurance and Indemnification.** GGU shall indemnify, defend and hold harmless UC LAW SF, its officers, directors, employees, agents, and representatives from and against any and all claims, damages, judgments, suits, legal proceedings, and all costs and expenses associated therewith (including reasonable attorney's fees) arising out of or resulting from (i) breach of this Agreement by GGU or its employees, students, officers, directors, agents, and representatives, or (ii) the negligence or willful misconduct of GGU or its employees, students, officers, directors, agents, and representatives but only in proportion to and to the extent that such claims arise from the negligent or wrongful acts or omissions of GGU, its officers, directors, employees, agents, or representatives. Additionally, GGU shall pay for all costs associated with, and defend (with attorneys reasonably satisfactory to UC LAW SF), indemnify and hold harmless UC LAW SF from, claims, damages, expenses, encumbrances, fees, fines, penalties or costs, including, but not limited to, legal fees; the costs of notice to any other person; the costs of environmental or technical risk assessment; any cleanup or remedial costs; the costs of any monitoring, sampling or analysis; and any diminution in property value or losses due to non-rentability arising out of or in any way connected with the presence of any hazardous material on the Premises or GGU's alleged violation of applicable laws or regulations but only in proportion to and to the extent that such claims arise from the negligent or wrongful acts or omissions of GGU, its officers, directors, employees, agents, or representatives.

Leasee will maintain in force at all times during the term of this Agreement, Comprehensive General Liability insurance in the amount of \$1,000,000. Such insurance policies shall name UC Law San Francisco, its officers, employees, and the State of California as an additional insured and provide for notification to UC Law San Francisco thirty (30) days prior to termination or restrictive amendment. Leasee shall furnish a Certificate of Insurance to UC Law San Francisco as evidence of the required coverage. The parties acknowledge and agree that Leasee's insurance policies shall be primary and noncontributory to any policies of insurance maintained by UC Law San Francisco. The Certificate of Insurance must accompany the signed Agreement. All insurance required under this Agreement is to be provided by carriers with a Best rating of A-10 or better. Carriers must also be California admitted companies listed as such by the Insurance Commissioner for the State of California. Any third party vendor that Leasee engages for the Event must also maintain in force at all times during the term of this Agreement insurance with coverages in amounts appropriate to the risks and liabilities associated with its services, and consistent with the foregoing requirements. Leasee will provide UC Law San Francisco with Certificates of Insurance from such vendors upon request.

UC LAW SF shall indemnify, defend and hold harmless GGU, its officers, directors, employees, agents, and representatives from and against any and all claims, damages, judgments, suits, legal proceedings, and all costs and expenses associated therewith (including reasonable attorneys fees) arising out of or resulting from (i) breach of this Agreement by UC LAW SF or its employees, officers, directors, agents, and representatives, or (ii) the negligence or willful misconduct of UC LAW SF or its employees, officers, directors, agents, and representatives, but only in proportion to and to the extent that such claims arise from the negligent or wrongful acts or omissions of UC LAW SF, its officers, directors, agents, employees, or representatives.

Each Party shall maintain, during the term of this Agreement and for at least three (3) years thereafter, policies of insurance or self-insurance with coverages and limits appropriate to its obligations and liabilities hereunder. Each Party shall provide the other Party with evidence of such insurance upon request.

12. **Nondiscrimination.** Neither Party shall discriminate against any person on the basis of race, color, national origin, religion, age, sex, gender, sexual orientation, gender expression, gender identity, gender transition status, sex- or gender-stereotyping, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, familial status, citizenship, or service in the uniformed services, including protected veterans. This policy is intended to be consistent with applicable state and federal laws.

13. **Condition of Premises:** At the Expiration Date of the Term or any Renewal Term, or upon the effective date of

early termination as provided in Section 10, GGU shall deliver the Premises to UC LAW SF in as good and clean condition and repair as it was prior to GGU's use, subject to reasonable wear and tear. GGU shall be liable for any extra cleaning in excess of \$300.00 in total cost to UC LAW SF. Any items left on the Premises by

GGU may automatically be removed by UC LAW SF at GGU's expense. GGU is liable for any damage to Premises or personal property of UC LAW SF or its employees, students, agents or representatives (whether it be damaged, stolen or missing) that is caused by GGU (including guests, students, staff and subcontractors) during the Term or any Renewal Term. Damages shall be itemized and a bill sent to GGU within 10 working days of the event (or as soon as possible if exact costs cannot be determined within this time period).

14. **Disputes.** The Parties shall use all reasonable efforts to resolve any dispute between them arising out of this Agreement through good faith conversations between senior representatives of each Party. In the event that any such dispute cannot be resolved in such manner after reasonable, good faith efforts by both Parties, such dispute shall be settled by final and binding arbitration in San Francisco, California, heard before an arbitrator selected by both parties or pursuant to a strike off, in accordance with the American Arbitration Association Commercial Arbitration rules. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. Any provisional remedy which would be available from a court of law, shall be available from the arbitrator to the parties of this Agreement pending arbitration. The arbitrator shall determine which is the prevailing party and shall award that party its costs and fees. Costs and fees mean all reasonable pre-award expenses of arbitration, including the arbitrator's fees, administrative fees, witness fees and attorney's fees.
15. **GGU Responsibilities.** GGU shall, at its sole cost and expense, comply with all applicable laws, rules, regulations, and other requirements now in force and which may hereafter be enacted ("Applicable Laws") with respect to GGU's use and possession of the Premises. Such obligation shall include the affirmative covenant to make all alterations, additions, modifications and other improvements to the Premises, and to the extent required due to GGU's use of or alterations to the Premises, to pay for all alterations, additions or modifications to the common areas that may be required under or pursuant to applicable laws. GGU shall not do or permit to be done in, on or about the Premises, nor shall GGU keep or permit to be kept therein, anything which is prohibited by or may conflict with any applicable laws now in force or hereafter enacted or promulgated, or which may cause a cancellation of any insurance policy currently in force covering the Premises or any of its contents, or (except with the prior written consent of UC LAW SF) which may materially increase the existing rate of or materially affect any fire, liability or other insurance upon the UC LAW SF campus or the Premises, or any of its contents. GGU shall not within commercially reasonable standards do or permit anything to be done which will in any way obstruct or interfere with the rights of other tenants and/or Academic Village partner institutions, their employees, students, or invitees, or use or allow the Premises to be used for any unlawful purpose. GGU shall not within a commercially reasonable standard maintain or permit any nuisance in or about the Premises or commit or suffer to be committed any waste in or upon the Premises. GGU shall be responsible for any government fees connected with any non-compliant changes to the Premises or common areas made by GGU. As of the Commencement Date, UC LAW SF shall be responsible for all costs of compliance with current government rules and regulations. GGU shall be responsible for code compliance costs, including but not limited to, Title-24-related and ADA-related costs triggered by (i) initial improvement at GGU's request whether completed by UC LAW SF or not, (ii) alterations by GGU, or (iii) GGU's use or occupancy of the Premises. GGU shall continue to be responsible for ongoing compliance within the Premises.
16. **Improvements.** No structural alterations or improvements in excess of five thousand dollars (\$5,000.00) shall be made to the Premises by GGU or at GGU's request without the prior written consent of UC LAW SF, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, GGU may make non-structural, cosmetic and design alterations to the Premises not cumulatively in excess of \$5,000 in any twelve (12) month period without consent of UC LAW SF. All such alterations and improvements shall be the sole responsibility of GGU, and at its sole cost. Notwithstanding the foregoing, the Parties have agreed that prior to the Commencement Date, UC LAW SF will make improvements, as reflected in the mutually agreed upon plans created by UC Law SF' consultants on behalf of GGU, to the Premises at UC LAW SF' expense to conform the Premises to a space conducive to GGU's

intended and permitted use thereof.

17. **GGU Installations.** GGU may remove fixtures, machinery and equipment installed in the Premises by GGU upon termination of this Agreement, as shown on a mutually agreed "Current Condition" punch list if GGU is not then in default under this Agreement and if GGU repairs any damage to the Premises caused by such removal. Upon termination of this Agreement, GGU shall return the Premises in the same condition as when delivered to GGU, reasonable wear and tear and alterations approved by UC LAW SF excepted.
18. **Mechanic's Liens.** The Parties shall keep the Premises free from any liens arising out of any work performed by, materials furnished to, or obligations incurred by either Party.
19. **Rules and Regulations.** GGU shall comply with the Rules and Regulations attached as Exhibit B to this Agreement and to all modifications and supplements thereto as UC LAW SF may, from time to time, establish for Academic Village partner institutions and/or the Premises. GGU shall enforce its student code of conduct for its students at all times.
20. **Liability.** UC LAW SF shall not be liable for damage to the property of GGU, GGU's employees, invitees, agents, or students, or any other person in or about the Premises, nor shall UC LAW SF be liable for injury to the person of GGU, or GGU's employees, students, agents or invitees, as a result of any condition of the Premises or the UC LAW SF campus, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause in or about the Premises or the UC LAW SF campus, whether the said damage or injury results from conditions arising in the Premises or in other portions of the UC LAW SF campus, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to GGU, except to the extent that such damage or injury arises from the negligent or wrongful acts or omissions of UC LAW SF, its officers, directors, representatives, agents, or employees. UC LAW SF shall not be liable for any damages arising from any act or neglect of any other Academic Village partner institution or tenant, if any, of the UC LAW SF campus.
21. **Right of Recovery.** GGU hereby waives any right of recovery against UC LAW SF due to loss of or damage to the property of GGU, GGU's employees, invitees, agents, or students when such loss of or damage to property arises out of an act of God or any of the  
  
property perils included in the classification of fire or extended perils ("all risk" as such term is used in the insurance industry) whether or not such perils have been insured, self-insured or non-insured.
22. **Payment of Taxes.** UC LAW SF specifically calls to GGU's attention the fact that this Agreement may create a possessory interest subject to property taxation, and GGU may be subject to property tax levied on such interest. GGU alone shall pay such tax, if applicable. If the right is given to pay any of the taxes, assessments or other impositions which GGU may be herein obligated to pay either in one sum or in installments, GGU may elect either mode of payment.
23. **Personal Property Taxes.** GGU shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of GGU contained in the Premises or elsewhere on the UC LAW SF campus. GGU shall cause any such trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of UC LAW SF.
24. **Miscellaneous:** All rights, powers and privileges conferred hereunder upon UC LAW SF shall be cumulative in addition to those given by law. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, such term or provision shall be revised so that it is legal and enforceable in a manner that best reflects the original intent of the Parties, and the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and

enforceable to the fullest extent permitted by law.

25. **Non-Assignment:** This Agreement is not assignable by either Party.
26. **Non-Responsibility:** GGU recognizes that UC LAW SF does not sponsor GGU or its activities. GGU agrees to inform those persons with whom it deals that GGU assumes full responsibility for its activities and UC LAW SF has no responsibility for the same. The Regents of the University of California, a public corporation, is not a party to, nor is it financially responsible under, this Agreement.
27. **Waiver.** No waiver by either Party, whether express or implied, of any right or obligation set forth in this Agreement, or any breach or default, will constitute a continuing waiver of that or any other right, obligation, breach, or default, nor shall either Party's consent to any breach of any term, covenant or condition be deemed to constitute or imply its consent to any subsequent breach of the same or other term, covenant or condition herein contained.
28. **Section Headings.** The section headings and numbers in this Agreement are for convenience only and will not be deemed to affect in any way the language of the provisions to which they refer.
29. **Counterparts by Facsimile or Email.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
30. **Force Majeure.** If either Party is delayed or prevented from the performance of any act required hereunder by reason of acts of God, acts of war, riots, civil unrest, acts of terrorism, fire, earthquake, flood, unusually severe weather, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, delays or regulations, delays caused by the other Party, pandemic or epidemic, or other cause without fault and beyond the control of the Party obligated (financial inability excepted) (a "Force Majeure Delay"), performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing in this Section shall excuse GGU from the prompt payment of any fees or charges due hereunder. A Party claiming a delay pursuant to this Section shall give notice of such delay to the other Party promptly after commencement of the event giving rise to the delay, together with a reasonable estimate of the time period of such delay. This Agreement may be suspended or cancelled, immediately upon notice at the option of UC LAW SF, if UC LAW SF' premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event UC LAW SF is unable to render service as a result of any action by any governmental authority.
31. **Accord and Satisfaction.** No payment by GGU or receipt by UC LAW SF of a lesser amount than the full amount of fees and charges invoiced and due hereunder, shall be deemed to be other than on account due under this Agreement. No endorsement or statement on any check or any letter accompanying any check or payment of fees or charges due hereunder shall be deemed an accord and satisfaction. UC LAW SF may accept such check or payment without prejudice to UC LAW SF' right to recover the balance of such fees or charges or pursue any other remedy available at law or in equity.
32. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws provisions. Venue for any action or proceeding arising out of or resulting from this Agreement between UC LAW SF and GGU shall be in the City and County of San Francisco, California.
33. **No Sublease.** In no event shall GGU have any right to sublease the Premises or to sublease any access rights to the UC LAW SF campus hereunder.

34. **Brokers.** UC LAW SF and GGU are not using third party brokers for this transaction and no broker or other person shall be entitled to any commission, and UC LAW SF and GGU shall defend and indemnify the other against any such claims.
35. **Entire Agreement.** This document contains the complete and exclusive agreement between the Parties regarding the subject matter hereof, and it is intended to be a final expression of their agreement. No promise, representation, warranty or covenant not included in this Agreement has been made or is relied upon by either Party. Each Party has relied upon its own counsel and/or other advisors. No modification or amendment of this Agreement shall be in force or effect unless in writing executed by both Parties hereto.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto as of the last date set forth below.

Dated: \_\_\_\_\_  
David Seward  
Chief Financial Officer

Dated: \_\_\_\_\_  
[Name]  
[Title]

UC COLLEGE OF THE LAW SAN FRANCISCO

GOLDEN GATE UNIVERSITY UNIVERSITY

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

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

Approved as to Form:

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
John DiPaolo  
General Counsel

:

**EXHIBIT A**



## **EXHIBIT B**

### **RULES AND REGULATIONS**

GGU and GGU Parties shall comply with the following Rules and Regulations in its use and occupancy of the Premises and the UC LAW SF facilities:

1. The sidewalks, hallways, passages, exits, entrances, plazas, elevators (if any), escalators (if any) and stairways of the Premises or the UC LAW SF campus shall not be obstructed or used by GGU for any purpose other than for ingress to and egress from the Premises and UC LAW SF facilities. Such hallways, passages, exits, entrances, elevators, plazas, escalators and stairways are not for the use of the general public; and UC LAW SF shall retain the right to control and to prevent access thereto by all persons whose presence, in the sole judgment of UC LAW SF, shall be prejudicial to the safety, character, reputation or interests of the UC LAW SF campus. Nothing herein shall be construed to prevent such access to persons with whom any Academic Village partner institution normally deals in the ordinary course of its business unless such persons are engaged in illegal activities. No Academic Village partner institution and no employee, student, or invitee of any Academic Village partner institution shall go upon the roof of any UC LAW SF campus building.
2. GGU shall have no right to gain access to, or to connect equipment or wiring with, the telecommunications system in the UC LAW SF campus, including without limitation, the riser cable, the telecommunications room or the MPOE, without the prior written consent of UC LAW SF. UC LAW SF may condition such consent on GGU's compliance with specific restrictions imposed by UC LAW SF, including without limitation: (i) GGU's providing UC LAW SF not less than forty-eight (48) hours advance written notice of its intention to gain access to and/or connect equipment or wiring with the UC LAW SF campus telecommunications system; (ii) GGU's utilizing only the services of a GGU provider previously approved in writing by UC LAW SF, for the performance of all such activities involving, in any manner, the UC LAW SF campus telecommunications system; and (iii) GGU's installation only of telecommunications equipment and/or wiring that is reasonably acceptable to UC LAW SF. GGU also shall report to UC LAW SF immediately in writing any problem(s) with the telecommunications system in the Premises that GGU, its agents or employees know or suspect to exist.
3. Except as approved in writing by UC LAW SF, no awning, canopy or other projection over or around the windows or entrances of the Premises shall be installed by GGU, and only such window coverings as are approved by UC LAW SF shall be used in the Premises.
4. The Premises shall not be used for lodging, and no animals of any kind (except licensed service animals or approved emotional support animals) shall be permitted to enter or to remain in the Premises. No cooking shall be done or permitted in the Premises, except that the preparation of coffee, tea, hot chocolate and similar items for GGU and its employees and students shall be permitted.

5. All supplemental janitorial work for the Premises shall be paid for by GGU. Any person(s) employed by GGU to do janitor work shall be subject to the control and direction of UC LAW SF' Facilities and Operations department while on the UC LAW SF campus.
6. Except with UC LAW SF' prior written consent, GGU shall not use or permit the use of any sidewalk or any area adjacent to the Premises for the sale of newspapers, magazines, periodicals, tickets or other goods, merchandise or services.
7. All loading and unloading of merchandise, supplies, materials, garbage and refuse shall be made only through such entryways and elevators (if any) and at such times as UC LAW SF shall designate. In using any loading area on the UC Law SF campus, GGU shall not obstruct or permit the obstruction of said loading area nor park or allow its officers, agents or employees to park vehicles therein except for loading and unloading.
8. GGU shall deliver to UC LAW SF a list of the names and telephone numbers of GGU's representatives to be contacted by UC LAW SF in an emergency. If UC LAW SF is unable to contact such representatives after reasonable efforts or the list is not current, UC LAW SF shall have no liability for and shall be held harmless by GGU from any damage, injury, cost or expense, including attorneys' fees, which may result from UC LAW SF' entering the Premises in an emergency.
9. Except as otherwise expressly provided in this Agreement, GGU shall not permit the use or operation of any coin-operated machines in or about the Premises, including, without limitation, vending machines, video games, pinball machines or pay telephones, without the prior written consent of UC LAW SF. GGU shall not use or keep in the Premises or the UC LAW SF campus any kerosene, gasoline or flammable or combustible fluid or material or use any method of heating or ventilating other than that supplied by UC LAW SF. GGU shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises; permit the Premises or UC LAW SF facilities to be occupied or used in a manner offensive or objectionable to UC LAW SF or other Academic Village partner institutions or tenants of the UC LAW SF campus by reason of noise, odors, and/or vibrations.
10. In the case of invasion, mob, riot, public excitement, epidemic, pandemic, or other circumstances rendering such action advisable in UC LAW SF' reasonable opinion, UC LAW SF reserves the right to prevent access to the UC LAW SF campus or portions thereof during the continuance of the same by such action as UC LAW SF may deem appropriate, including closing entrances to the UC LAW SF campus and/or the Premises.
11. GGU shall ensure that the doors of the Premises are closed and securely locked upon GGU's employees' departure from the Premises.
12. The toilet rooms, toilets, urinals, wash bowls and other restroom fixtures shall not be used for any purpose

other than that for which they were constructed. No foreign substance of any kind shall be placed in such fixtures, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the GGU who, or whose employees, students, or invitees, shall have caused it.

13. GGU shall not use, in the Premises or the common areas of the UC LAW SF campus, any hand trucks except those equipped with rubber tires and side guards or such other material-handling equipment as UC LAW SF may approve. No other similar vehicles shall be brought by GGU onto the UC LAW SF campus or kept in or about the Premises.
14. UC LAW SF' employees, agents or contractors shall not perform any work or do anything outside of their regular duties unless under special instructions from UC LAW SF.
15. UC LAW SF may waive any one or more of these Rules and Regulations for the benefit of any particular Academic Village partner institution(s) or tenant(s), but no such waiver shall be construed as a waiver of such Rules and Regulations in favor of any other Academic Village partner institution(s) or tenant(s), nor shall it prevent UC LAW SF from thereafter enforcing any such Rules and Regulations against any or all of the Academic Village partner institution(s) or tenant(s).
16. These Rules and Regulations are in addition to and shall not be construed to modify, alter or amend, in whole or in part, the covenants and conditions of the Agreement.
17. GGU shall not permit its employees, students, agents or invitees to use or possess illicit drugs or to gamble in or about the Premises or the UC LAW SF campus.
18. Neither GGU nor any of its employees, students, agents, or invitees may smoke in or around the Premises or the UC LAW SF campus.
19. GGU, at its sole expense, shall remove or cause to be removed from the Premises and the UC LAW SF campus any decorations that Tenant may place in the Premises.
20. UC LAW SF reserves the right to modify or amend these Rules and Regulations and to make such other and reasonable rules and regulations that, in UC LAW SF' sole judgment, from time to time may be needed for the safety, care and operation of the UC LAW SF campus and/or the Premises and for the preservation of good order therein. Such modifications, amendments or other rules and regulations shall become effective immediately upon delivery of written notice.

**REPORT ITEM**

1. **REPORT BY:** Chief Operating Officer Rhiannon Bailard  
Treasurer and Secretary David Seward
2. **SUBJECT:** San Francisco Human Rights Commission – HBCU Summer  
Program & Use of UC Law SF Housing Facilities
3. **REPORT:**

UC Law San Francisco (“UC Law SF”) is providing summer housing for the second year in a row for the San Francisco Human Rights Commission (“SFHRC”) 2026 HBCU Summer Internship Program, which provides housing and campus access for HBCU students engaged in public service and workforce development programming at City Hall and in San Francisco. Pursuant to discussions between SFHRC and UC Law, UC Law will provide short-term residential accommodations at the Academe at 198 for program participants. Specifically, UC Law SF will provide 31 single-occupancy residential units to participants in the program, and one resident assistant at a rate of \$75 per unit per night. The duration is approximately 6 weeks.

Relatedly, this is the third year in a row that the College will host the closing ceremony for the City and County of San Francisco’s summer HBCU program, and which ceremony resulted in their considering use of UC Law’s housing facilities for the second summer of their program. The closing ceremony is a joint effort undertaken by the College of the Law Board of Directors, notably Director Andrew Houston, the Chancellor’s Office, the Admissions Office, and our LEOP/DEI office. Finally, the College is also discussing potential more permanent housing or academic siting for the HBCU satellite campus with the SFHRC within the Academic Village footprint.

Mark Goodrich, Director  
University Housing

UC Law SAN FRANCISCO

UC Law San Francisco | 198 McAllister Street | San Francisco, CA 94102  
phone 415 565 4870 | goodrichmark@uclawsf.edu | uclawsf.edu

February 4, 2026

Jessica Campos  
Director of Programs and Community Engagement  
San Francisco Human Rights Commission  
25 Van Ness Avenue, Suite 800  
San Francisco, CA 94102-6033

Jessica Campos:

Thank you again for meeting with us last week to discuss your upcoming summer program. UC Law SF remains committed to supporting the San Francisco Human Rights Commission and ensuring your program is both successful and enriching for all participants. After reviewing our summer occupancy levels and evaluating our pricing structure for your group, we are pleased to present the following adjustments for your consideration and approval.

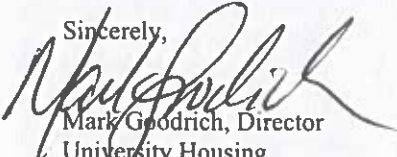
As agreed, UC Law SF will reserve 31 apartments, each designated for single-occupancy use. These units will be available at noon, beginning with check-in on June 20, 2026. We understand one of these rooms will be used for a Resident Assistant position with the remaining balance reserved for participants. All guests, however, will be required to provide UC Law SF with a photo ID prior to arrival.

While the summer turnover window before our fall student arrivals is particularly compressed this year, we recognize the value of this partnership and are prepared to accommodate a check-out date of Saturday, August 1st. To ensure we can transition the units efficiently, we request that all keys be collected and returned by your organization no later than 12:00 noon on the day of departure. This timeline is essential for our facilities and housing teams to prepare the apartments for incoming students.

We also acknowledge the budget constraints your program is navigating. In an effort to support your mission and maintain a strong working relationship, UC Law SF is willing to reduce the daily housing rate to \$75 for these units. This adjustment reflects our commitment to collaborating with community partners and ensuring your program can operate effectively. As discussed, any additional special event rooms or supplemental spaces required during your stay will be available at separate, additional costs, consistent with our standard event-space policies.

We appreciate the opportunity to work with the San Francisco Human Rights Commission and value the important work your organization leads. Please feel free to reach out if you need clarification on any of the details above or if you would like to proceed with next steps in finalizing the agreement.

Sincerely,



Mark Goodrich, Director  
University Housing

Pc: Rhiannon Bailard, Chief Operating Officer  
Randy David, Manager, Housing Operations



## REPORT ITEM

1. **REPORT BY:** Chief Operating Officer Rhiannon Bailard  
Treasurer and Secretary David Seward
2. **SUBJECT:** Unite Here/Local 2 – Market & Workforce Housing Demand
3. **REPORT:**

UC Law San Francisco (“UC Law SF”) continues to explore long-term strategies to exercise the option agreement with Unite Here/Local 2 to develop their site at 201 – 209 Golden Gate Avenue for a new union hall, academic/programmatic space, and workforce housing. This work continues upon the entitlements that the Board of Directors authorized in August of 2024 and acknowledges that the Unite Here/Local 2 project is contingent upon funding availability, identification of programmatic/residential partnerships, and demand. As part of this long-term planning effort, UC Law intends to utilize Brailsford & Dunlavey, already engaged with the College pursuant to the 100 McAllister financing effort, to conduct a workforce housing demand assessment for the Unite Here/Local 2 site.

The scope of this assessment is intended to provide UC Law SF with an independent, data-driven analysis of workforce housing demand, programmatic needs, affordability targets, and potential delivery models that could support this project, while considering the needs of the hospitality and service workers represented by Unite Here/Local 2, and aligning with UC Law SF’s mission, land use constraints, financial capacity, and long-range campus planning considerations. The assessment will examine demographic and employment data, market conditions, comparable workforce housing models, along with financial and operational considerations.

This engagement is exploratory and informational in nature and does not commit UC Law SF to any specific development, partnership structure, financing approach, or any timeline. Instead, the assessment is intended to provide a better sense of if, and then when, the Unite Here/Local 2 project could potentially move from concept to active pursuit, which is contingent upon market conditions, demand, programmatic partnerships, agreement with Unite Here/Local 2 as to the development parameters, and financial capacity of the College.

This is an informational item as the cost of the engagement is not expected to exceed the \$100,000 threshold requiring board approval.

## **ACTION ITEM**

1. **REPORT BY:** Treasurer and Secretary David Seward
2. **SUBJECT:** Academic Village Finance Authority – Proposal to Develop an Operating Agreement

3. **RECOMMENDATION:**

That the Board of Directors authorizes the formation of a working group to develop an operating agreement between UC College of the Law San Francisco and its affiliated Academic Village Finance Authority.

4. **BACKGROUND:**

An operating agreement between two related entities can provide significant legal, financial, governance, and operational benefits. The goal of the effort is to delineate roles and responsibilities of each entity and to formalize:

- Management authority (which entity controls what decisions)
- Operational responsibilities (which entity provides services, staff, etc.)
- Financial obligations (budgeting, rent setting, cost-sharing, revenue splits, etc.)
- Legal and corporate structures to support the use of Federal Historic Tax Credits.

The Academic Village Finance Authority (the “Authority”) is a joint powers authority created in 2019 pursuant to a Joint Exercise of Powers Agreement between UC Law and California Public Finance Authority. The Authority was renamed in 2024 from its prior designation as the Hastings Campus Housing Finance Authority.

The Authority is authorized to issue bonds for, among other things, financing public capital improvements, working capital, liability and other insurance needs, or projects whenever there are significant public benefits, as determined by UC Law. The Authority has a broad mandate to operate, construct and finance project facilities and other activities undertaken in furtherance of the Long-Range Campus Plan (“LRCP”) adopted in December 2017.

The Authority is governed by a seven-member board of directors, all appointed by UC Law’s Board of Directors. The by-laws establish a seven-member governing board with provision that the board may elect to appoint three members who are also serving in the employment capacities of UC Law, specifically the Chancellor and Dean, Chief Financial Officer, and General Counsel. The UC Law Board of Directors has the discretion to remove any Authority Director with or without cause.

The College undertook a similar effort working with the UC Law SF Foundation (the “Foundation”) to establish an operating agreement executed in 2011. The Foundation was organized for the purpose of providing an organization for individuals dedicated to the support of the College and to provide a means for soliciting, receiving, and making financial contributions and garnering volunteer support to the College, and to assist its students, alumni, administration, faculty, and Board of Directors. The Foundation is a California nonprofit public benefit corporation exempt from federal income tax pursuant to Internal Revenue Code Section

501(c)(3) and a public charity pursuant to Code Section 170(b)(1)(A)(iv). Substantially all restricted gifts and unrestricted gifts made to the College are recognized and accounted for within the Foundation's accounts. To support the College's efforts, the Foundation allocates block grants to the College from the proceeds of unrestricted gifts made to the Foundation. These block grants are designated by the Foundation to support the College's alumni office and nonstate costs associated with institutional advancement functions along with funding for special events and other programs based on the Chancellor and Dean's institutional priorities. Foundation trustees are appointed whereby 50% of the members are appointed by the UC Law Board of Directors and 50% by the Foundation with the Chancellor & Dean maintaining majority control for the College as a voting member.

A further reason to begin this process is to be prepared to formalize financing structures necessary to support Federal Historic Tax Credit financing for McAllister Tower. Gibson Dunn and Farella Braun Martell are developing the necessary corporate structures and dedicating time to this effort will facilitate their work.

## **5. PROPOSED RESOLUTION:**

Resolved, that the Board of Directors approves the establishment of a working group to develop an operating agreement in conjunction with the Academic Village Finance Authority.