

GOOD NEIGHBOR AGREEMENT

Project -- KCG SF Hotel, LLC

This Agreement, effective as of the 23rd day of August, 2018, is entered into by and between the Good Jobs 4 All Coalition and Developer, each as defined below.

RECITALS

A. Developer has proposed a hotel project in the San Francisco, California, at 350 2nd Street, as described in Developer's application for Conditional Use Authorization, Record 2018-000497CUA, as on file as of the Effective Date (the "Project"). The Project requires various Project Approvals, as defined herein.

B. The Good Jobs 4 All Coalition and Developer wish to ensure that the Project provides quality employment and training opportunities to local and disadvantaged employees. In light of this shared goal, the parties desire to:

- build a partnership between the Good Jobs 4 All Coalition, the Developer, and referral sources of Target Employees;
- enhance implementation and requirements of City's First Source Hiring System in operation of the Project;
- provide support for local workforce development systems that can train employees for Project jobs;
- resolve any concerns and disputes regarding the Project; and
- indicate the Good Jobs 4 All Coalition's strong support for the Project Approval.

NOW, THEREFORE, following negotiations between the Parties, in consideration of the mutual terms, covenants, conditions and promises contained herein, Developer and the Good Jobs 4 All Coalition have agreed to the terms and conditions set forth in this Agreement.

AGREEMENT

ARTICLE I. DEFINITIONS

As used in this Agreement, the following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

"Agreement" means this Agreement, including all attachments.

"Business Days" means any day other than a Saturday, Sunday, or federal holidays that is celebrated on a day other than a Saturday or Sunday.

"City" means the City and County of San Francisco, California, and all agencies and departments that comprise it, including but not limited to OEWD.

"Developer" means KCG SF Hotel, LLC, a California limited liability company.

“Effective Date” means the date set forth in the preamble above.

“EIHI” means Equality and Inclusion in Hospitality, Inc.

“First Source Hiring Ordinance” means San Francisco Administrative Code, Chapter 83.

“Good Jobs 4 All Coalition” means an unincorporated association whose members are the following organizations and no others: Jobs With Justice San Francisco (a California nonprofit corporation), SF-CLOUT (a California nonprofit corporation), South of Market Community Action Network (a project of the Filipino-American Development Foundation, a California nonprofit corporation).

“Hotel Employer” means any person, firm, proprietorship, partnership, corporation, joint venture or other form of business organization which acquires any right to operate and/or manage an Operation at the Project, including but not limited to the Developer and any party which acquires any right to perform and/or manage any Operation, provided such person or entity employs at least five (5) On-Site Jobs.

“Job Notification” means written notice of an open On-Site Job, including a clear and complete description of job responsibilities, minimum qualifications, hourly wage rate, anticipated work schedule, duration of employment, required standards of appearance, other expectations, and any special requirements (e.g. language skills, driver’s license, required background check, etc.).

“Jobs Portal” means OEWD’s online jobs portal.

“Labor Agreement” means a collective bargaining agreement, memorandum of understanding, or other written agreement between a labor organization and Developer or Hotel Employer that is applicable to the Project.

“OEWD” means City’s Office of Economic and Workforce Development.

“On-Site Job” means a non-construction, non-managerial, non-supervisory position in the Operation for which at least ten (10) hours per week of the employee’s regular work schedule is performed for Hotel Employer on-site at the Project and that requires: (i) no education above a high school diploma (or certified equivalency) or professional credential; and (ii) less than one (1) year of training or specific preparation.

“Operation” means any hotel service including housecleaning, front desk and other hospitality positions, accounting, clerical, custodial, food and beverage, or related function that constitutes part of the Project.

“Party” means the Good Jobs 4 All Coalition, Developer, and all Successors to either party.

“Project” is defined in the recitals above.

“Project Approval(s)” means City and other governmental approvals required for the Project to be constructed and become operational.

“Successor” means each Party’s respective successors, assignees, buyers, grantees, vendees, or transferees, and their past or present, direct or indirect, affiliates, partners, joint venturers, subsidiaries, parents, representatives, receivers, trustees, officers, directors, employees, agents, representatives, attorneys and shareholders and each of them, to the extent that each such person or entity is acting on behalf of the Party in question.

“Target Employee(s)” means an individual who satisfies focused targeting criteria established by OEWD in consultation with the Good Jobs 4 All Coalition, including individuals who otherwise satisfy OEWD’s criteria for First Source Hiring percentages as established by the First Source Hiring Ordinance, and graduates of programs operated by EIHI. Subsequent to Hotel Employer’s entry into a First Source Hiring Agreement, OEWD and the Good Jobs 4 All Coalition may expand, but not narrow, the definition of a Target Employee. OEWD, in consultation with the Good Jobs 4 All Coalition, shall screen and designate individuals as Target Employees in the Jobs Portal, and Hotel Employer may rely on such designation with no duty to independently assess an individual’s Target Employee status. Examples of expanded criteria for Targeted Employee status that may be designated by OEWD and/or the Good Jobs 4 All Coalition include, but are not limited to: formerly-incarcerated individuals; persons who are homeless, or were homeless during the past 10 years; immigrants; transgender persons; individuals with disabilities, as defined by the California Fair Employment & Housing Act; and veterans.

“Workforce System” means the San Francisco Workforce Development System, managed by OEWD and accessible through the Jobs Portal, to maintain (1) a pool of qualified individuals, and (2) the mechanism by which such individuals are certified and referred to prospective employers pursuant to the First Source Hiring Ordinance.

ARTICLE II.PROJECT SUPPORT

A. Coalition Support.

1. The Good Jobs 4 All Coalition shall indicate support for the Project by officially issuing the letter set forth as Attachment A to this Agreement.

2. The Good Jobs 4 All Coalition shall send a representative(s) to provide remarks supporting the Project Approval to at least two City hearings, if requested by Developer at least ten (10) Business Days in advance of the hearing, except that the Good Jobs 4 All Coalition shall send a representative to provide remarks supporting Project Approval at the public hearing scheduled for Thursday, August 23, 2018.

B. No Support for Project Opponents. The Good Jobs 4 All Coalition shall not directly or indirectly provide aid or support to any other entity’s opposition to, or appeal of, the Project Approvals.

C. Release. Except for the obligations provided herein, the Good Jobs 4 All Coalition hereby unconditionally releases, remises, acquits and forever discharges Developer from any and all claims, demands, injuries, actions, causes of action, either at law or in equity or of any kind, nature or description, whether presently known or unknown and whether presently are existent or nonexistent, that the Good Jobs 4 All Coalition has had, now has, or may in the future have against Developer or City to challenge the Project Approvals.

D. Changes in Project Plans.

1. Requirements of this Article II shall not apply if Project scope or proposed uses materially and substantially deviate from plans as set forth in documents submitted by Developer in relation to Record 2018-000497CUA as of the Effective Date.

2. Should Developer choose not to proceed with construction of the Project for a period of three (3) years after the Effective Date, then, unless the Parties mutually agree in writing to continue the effectiveness of this Agreement: (i) this Agreement shall automatically terminate and shall be null and void *ab initio*, and (ii) neither Party shall have any obligations to the other hereunder. Notwithstanding the above, if Developer actually constructs a hotel project substantially similar to current Project plans, and utilizing entitlements for which the Developer has applied as of the Effective Date, then this Agreement shall apply and be effective; this provision survives termination pursuant to the previous sentence.

ARTICLE III.GOOD NEIGHBOR COMMITMENTS

A. Targeted Hiring Requirements.

1. **First Source Hiring Requirements.** Hotel Employer shall comply with requirements of First Source Hiring Ordinance as required and to the extent set forth in a separate First Source Hiring Agreement to be entered into by Developer and/or Hotel Employer and OEWD.

2. **Targeted Hiring Percentages.** Hotel Employer shall make commercially reasonable efforts as described herein to attain the following percentages in employment of individuals in On-Site Jobs:

i. Forty percent (40%) of new hires are Target Employees who are SoMa residents, which means Target Employees who are residents of zip code 94103.

ii. Seventy percent (70%) of new hires are Target Employees (regardless of place of residency).

3. **Long Range Planning for Opening of the Project.** Hotel Employer shall take the following actions prior to opening the Project only:

i. At least six (6) months prior to the Project opening, Hotel Employer shall provide to both OEWD and the Good Jobs 4 All Coalition a good-faith projection of the number and title of On-Site Jobs that Hotel Employer believes it will need to fill during initial hiring and the basic qualifications anticipated to be necessary for such On-Site Jobs.

ii. At least twelve (12) weeks prior to the Project opening, Hotel Employer shall provide both OEWD and the Good Jobs 4 All Coalition a clear and complete Job Notification for all On-Site Jobs, including the number of employees sought for each type of On-Site Job.

4. **Hiring Process.** All Parties shall follow the following process for hiring employees both prior to opening the Project and throughout the term of this Agreement:

i. All Parties anticipate that the Workforce System and Jobs Portal will:

- cultivate and coordinate with the Good Jobs 4 All Coalition to identify Target Employees;
- prioritize referral of Target Employees in response to requests;
- prioritize referral of EIHI graduates to Hotel Employer;
- pre-screen job applicants to determine Target Employee status;
- allow request of Target Employees by zip code of residence; and
- allow Hotel Employer to review and select Target Employees for the application and interview process;

ii. Subject to the terms of any Labor Agreement, Hotel Employer will utilize the Job Notification and hiring process provided by the Workforce System and Jobs Portal (or other system designated by OEWD for First Source Hiring Agreements) to satisfy its obligations set forth in Section III.A.2.

iii. Prior to the Project opening, Hotel Employer shall refrain from posting positions to other sources or considering applicants referred from other sources for a period of ten (10) Business Days after providing a Job Notification to the Jobs Portal. After the Project opening, given Hotel Employer's need to timely replace job vacancies that arise, Hotel Employer shall refrain from posting positions to other sources or considering applicants referred from other sources for a period of five (5) Business Days after providing a Job Notification to the Jobs Portal. In no event, however, shall the foregoing periods of time be less than the time period set forth in the Hotel Employer's First Source Hiring Agreement.

iv. Until an On-Site Job position is filled, Hotel Employer will consider all applications from qualified Target Employees, including interviewing all qualified Target Employees referred by the Workforce System utilizing commercially reasonable efforts to schedule interviews promptly; provided, however, the responsibility to interview Target Employees ceases as soon as a particular position is filled, or more than ten (10) Target Employees referred by the Workforce System have been interviewed for that position, whichever comes first.

v. Hotel Employer shall not be required to deliver a Job Notification or hire a Target Employee for an available On-Site Job if Hotel Employer reasonably determines that there is an urgent need to fill that position immediately in order to perform essential functions of the Operation. If such position is not filled within 48 hours of Hotel Employer's determination, then Hotel Employer will deliver a Job Notification as soon as practicable, but in no case more than ten (10) Business Days after initial determination. If Hotel Employer fills such a position with an applicant identified from sources other than the Workforce System, then Hotel Employer shall

provide OEWD and the Good Jobs 4 All Coalition written notice of this fact within ten (10) Business Days of hiring.

5. Retention & Promotion.

i. **Retention.** Hotel Employer shall make commercially reasonable efforts to ensure that at least eighty percent (80%) of Target Employees that are hired are retained for at least one year.

ii. **Promotion.** Hotel Employer shall make commercially reasonable efforts to ensure that at least twenty-five percent (25%) of promotion opportunities that become available are offered to Target Employees.

iii. **Compliance.** Hotel Employer will be deemed to have made commercially reasonable efforts to comply with the retention and promotion goals if it applies its regular employment policies and procedures to Target Employees in a nondiscriminatory manner, regardless of Target Employee status. A Target Employee's decision to voluntarily separate his/her employment or to decline a promotion offer shall not diminish Hotel Employer's commercially reasonable efforts.

6. Feedback and Recordkeeping.

i. Within two months following the completion of the initial pre-Project-opening hiring processes, Hotel Employer shall meet and confer with OEWD and the Good Jobs 4 All Coalition to provide feedback on applicants received through the initial hiring process, so as to ensure that the future referrals meet the needs of Hotel Employer. Hotel Employer shall also provide written feedback to the extent and in the manner required by the Workforce System to document which Target Employee applicants are given an interview, the date of interview, the result of interview, and the reason for not hiring a candidate, if applicable.

ii. On an annual basis, Hotel Employer shall provide feedback in a face-to-face meeting (unless all Parties agree that a face-to-face meeting is not necessary) to OEWD and the Good Jobs 4 All Coalition regarding employee qualifications and training that would maximize the retention and promotion rates for Target Employees.

iii. Hotel Employer shall maintain records of the number of Target Employees interviewed, offered employment, and hired for On-Site Jobs, and of Target Employees promoted and retained. Upon OEWD's or the Good Jobs 4 All Coalition's reasonable request, Hotel Employer will provide such records for inspection, unless such records have already been provided to OEWD.

B. Support for Workforce and Training Fund. Developer shall contribute: both (a) \$150,000 to the Good Jobs 4 All Coalition (to be allocated by the Good Jobs 4 All Coalition at its discretion) to fund advance planning and recruitment efforts in connection with the initial staffing of the Project, to be paid within thirty (30) calendar days of commencement of construction; and (b) four (4) installments of \$37,500, with the first installment paid when the Project opens to the public, the second installment paid on the first anniversary of such Project opening, the third installment paid on the second anniversary of the Project opening, and the final

installment on the third anniversary of the Project opening (for a total of \$150,000 pursuant to this subsection (b)) to EIHI to facilitate its continued operations and future growth.

C. Implementation.

1. The Good Jobs 4 All Coalition and Developer and/or Hotel Employer will remain in communication (email, telephone, or face-to-face meeting, as appropriate for the circumstances) in order to ensure smooth implementation of this Agreement, using commercially reasonable efforts to advance the Parties' shared goals.

2. At all times, Hotel Employer retains sole discretion to make all hiring, promotion and retention decisions, including determining whether a Target Employee identified by the Workforce System is qualified for an On-Site Job. All Parties agree and acknowledge that individuals considered by Hotel Employer for employment may be required to take various non-discriminatory pre-employment tests or screenings and those that fail may not be hired by Hotel Employer. Any Target Employee who is hired by Hotel Employer shall have the same rights and obligations as all other employees in similar positions. Hotel Employer shall not discriminate against any employees on the basis of participation in the First Source Hiring Program or this Agreement. Nothing in this agreement is intended to alter the "at-will" nature of an individual's employment with Hotel Employer.

3. Hotel Employer shall make commercially reasonable efforts to meet the hiring, retention and promotion goals set forth herein. Hotel Employer shall be deemed to have used commercially reasonable efforts to meet these goals if Hotel Employer complies with the process set forth in Sections III.A.3-III.A.6. Hotel Employer's failure to meet the hiring, retention or promotion goals set forth herein does not impute "bad faith," indicate a failure to use commercially reasonable efforts, or constitute a breach of this Agreement.

4. Nothing in this Agreement precludes Hotel Employer from using temporary or reassigned existing employees to perform essential functions of the Operation for the first ten (10) Business Days after providing a Job Notification to the Jobs Portal; provided, however, the obligations of this Agreement to make commercially reasonable efforts to fill such vacancies permanently with Target Employees remains in effect. For these purposes, "essential functions" means those functions reasonably necessary to conduct business.

D. Other Obligations. Nothing in this Agreement shall be interpreted to conflict with any federal, state, or City law, regulation, or ordinance (collectively "Law"), any Labor Agreement, or any First Source Hiring Agreement. In the event of a conflict between this Agreement and a Law, Labor Agreement, or First Source Hiring Agreement, the Law, Labor Agreement, or First Source Hiring Agreement, as applicable, shall prevail over the terms of this Agreement.

ARTICLE IV. MISCELLANEOUS

A. Successors. This Agreement shall be binding upon and inure to the benefit of each of the Parties and all Successors.

B. Entire Agreement. The Agreement contains the entire agreement between the Parties and supersedes any prior agreements, whether written or oral. This Agreement may not be altered,

amended, or modified except by an instrument in writing signed by Developer and the Good Jobs 4 All Coalition.

C. **Authority, Representations and Warranties.** Each signatory to this Agreement represents and warrants that he or she has full power and authority to execute and deliver this Agreement on behalf of the entity for whom he or she is signing. Upon proper execution and delivery, this Agreement will have been duly entered into by the Parties, will constitute as against each Party a valid, legal and binding obligation, and will be enforceable by each Party and against each Party in accordance with the terms herein.

D. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

E. **Severability.** If any of the provisions of this Agreement shall prove to be invalid, void, illegal, or unenforceable, it shall in no way affect, impair, or invalidate any of the other provisions hereof; provided that, if the invalidation, voiding or unenforceability would deprive any Party of material benefits derived from this Agreement, or make performance under this Agreement unreasonably difficult, the Parties shall meet and confer and shall make good faith efforts to amend or modify this Agreement in a manner that is mutually acceptable to the Parties.

F. **Attorneys' Fees.** In any litigation or other proceeding arising out of rights and obligations under this Agreement, each Party shall be responsible for its own costs and attorneys' fees.

G. **Assignment or Transfer of Interests.** In the event that Developer or Hotel Employer assigns or transfers all or any portion of the Project site, Project Approvals, or Operation to a third party, or grants a third party controlling rights to development of the Project, Developer or Hotel Employer, as applicable, shall include in the documents effecting such assignment, transfer, or grant all applicable requirements of this Agreement so as to obligate the assignee, transferee, or grantee to satisfy all terms of this Agreement that have not been satisfied as of the transfer date, with such obligation enforceable by the Good Jobs 4 All Coalition. Developer or Hotel Employer, as applicable, shall provide to the Good Jobs 4 All Coalition a copy of the portions of the documents evidencing such obligation within ten (10) Business Days after the assignment, transfer, or grant.

H. **Third Party Employer.** Where Developer's or Hotel Employer's obligation to fulfill responsibilities pursuant to this Agreement are not expressly assigned, transferred, or granted to a third party pursuant to Section IV.G, but this Agreement nonetheless applies to such third-party employment of On-Site Jobs, Developer or Hotel Employer, as applicable, shall maintain responsibility for ensuring that the third party complies with all of Developer's or Hotel Employer's responsibilities under this Agreement by including relevant provisions of this Agreement in contracts with such third parties. Further, Developer or Hotel Employer, as applicable, shall be responsible for either enforcing such provisions in any contract with a third party or terminating such contract.

I. **Default and Remedies.**

1. **Default.** Failure by any Party to perform or comply with any term or provision of this Agreement, if not cured, shall constitute a default under this Agreement. Any breach or default of

any provision of this Agreement by any Party hereto shall not terminate this Agreement or suspend the performance of any obligation or duty created by this Agreement by any Party until and unless it is determined by a court or arbitrator, pursuant to the provision of this Section, that such breach shall terminate the Agreement or entitle the non-defaulting Party to terminate the Agreement or to suspend performance.

2. **Right to Cure.** If any Party believes that another Party is in default of this Agreement, it shall provide written notice to the allegedly defaulting Party of the alleged default; offer to meet and confer in a good-faith effort to resolve the issue; and, (a) in the case of monetary defaults, provide fifteen (15) Business Days to cure the alleged default, and (b) in the case of non-monetary defaults, except where a delay may cause irreparable injury, provide sixty (60) calendar days to cure the alleged default, in each case commencing at the time of the notice. Any notice given pursuant to this provision shall specify the nature of the alleged default, and, where appropriate, the manner in which the alleged default may be cured.

3. **Liquidated Damages.**

a. **Hiring Process.** Because actual damages based on failure on the part of Hotel Employer to comply with the hiring process set forth herein would be difficult to calculate, the Parties have agreed on liquidated damages with regard to certain provisions. If during a particular calendar year it has been determined, pursuant to a final arbitration award, that Hotel Employer did not comply with the hiring process requirements of Section III.A.4 above *and* did not satisfy the percentage goals set forth in Section III.A.2 above (as further defined in Section III.C), then as the sole and exclusive remedy therefor, it shall pay to a fund administrator designated by the Good Jobs 4 All Coalition as liquidated damages the amount of five thousand dollars (\$5,000.00) per job for which the hiring process was not followed. The maximum number of such jobs for which liquidated damages may be assessed against Hotel Employer in a calendar year is equal to the number of hires necessary to satisfy the percentage goal in question for that calendar year. Liquidated damages paid by Developer or Hotel Employer to City based on noncompliance with any First Source Hiring Agreement requirements with regard to a particular hire shall offset any amounts due under this Section IV.H.3.a.

b. **Assignment/Transfer.** Because actual damages based on failure on the part of Developer to comply with the Assignment or Transfer of Interests provision set forth above would be difficult to calculate, the Parties have agreed on liquidated damages with regard to violations of Section IV.G of this Agreement. If (i) Developer violates Section IV.G; (ii) a hotel which is substantially similar in size and scope to the Project becomes operational on the Project site during the Term of this Agreement; and (iii) the operator of such hotel fails to assume the obligations of this Agreement; then as the sole and exclusive remedy therefor, Developer shall pay to a fund administrator designated by the Good Jobs 4 All Coalition as liquidated damages the amount of five thousand dollars (\$5,000.00) multiplied by seventy percent (70%) of the number of On-Site Jobs in Operations that were not filled by Target Employees in any calendar year during the Term of this Agreement. The maximum number of such jobs for which liquidated damages may be assessed against Developer in a calendar year is equal to the number of potential hires necessary to satisfy the percentage goal in question for that calendar year, taking into consideration those Target Employees who Developer can demonstrate were hired pursuant to the hotel operator's First Source Hiring Agreement. Liquidated damages paid by the hotel operator to City based on

noncompliance with any First Source Hiring Agreement requirements with regard to a particular hire shall offset any amounts due under this Section IV.H.3.b.

4. **Remedies.** In the event that another Party is allegedly in default under this Agreement, then a Party alleging default may elect, in its sole and absolute discretion, to waive the default or to pursue remedies as described in this Section. Such remedies may be pursued only after exhaustion of the cure period described above, except where an alleged non-monetary default may result in irreparable injury, in which case the non-defaulting Party may immediately pursue the remedies described herein. Any disputes under this Agreement shall be resolved by binding arbitration in San Francisco in accordance with the commercial arbitration rules of the Judicial Arbitration and Mediation Services (JAMS) then in effect, or any other rules mutually agreed to by the parties. The arbitrator is permitted to award remedies of specific performance and injunctive relief. Other than the liquidated damages provision described above, money damages shall not be an available remedy for violations of this Agreement. An order to require a Party pay a sum due under this Agreement is not an award of money damages. Any award or order made in any such arbitration may be entered as a judgment in a court of competent jurisdiction. Each party to the matter shall pay its own fees in any such proceeding, and parties shall split the cost of arbitration.

J. **Assurance Regarding Preexisting Contracts.** Developer warrants and represents that, as of the Effective Date, and except for any previously signed Labor Agreements, it has not executed any contract pertaining to the Project that would preclude Developer's compliance with its obligations under this Agreement, that it is the sole entity maintaining rights to develop the Project under the Project Approvals, and that it has the ability to deliver and fulfill this Agreement's commitments.

K. **Compliance Information.** Upon written request from a Party, another Party hereto shall provide any records or information reasonably necessary to monitor compliance with the terms of this Agreement.

L. **Representations Regarding Project Control.** Developer represents that it has an agreement to enter into a long-term ground lease for the Project site, that it is the entity seeking Project Approvals to develop the Project, and that it and no other entity possesses the right to develop the Project and require participants to comply with terms of this Agreement.

M. **Waiver.** Unless otherwise expressly provided in this Agreement, no waiver by a Party of any provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party. The waiver by any Party of any provision or term of this Agreement shall not be deemed a waiver of any other provision or term of this Agreement. The mere passage of time, or failure to act upon a breach, shall not be deemed a waiver of any provision or term of this Agreement.

N. **Construction.** Each of the Parties has had the opportunity to be advised by counsel with regard to this Agreement. Accordingly, this Agreement shall not be strictly construed against any Party, and any rule of construction that any ambiguities be resolved against the drafting Party shall not apply to this Agreement.

O. **Correspondence**. All correspondence shall be in writing, may be given either personally, by registered or certified mail (return receipt requested), or delivered by nationally recognized overnight courier service, and shall be addressed to the affected parties at the addresses set forth below. A Party may change its address by giving notice in compliance with this Section. The addresses of the Parties are:

If to Developer:

c/o Ken Finkelstein
Englewood, LLC
3 Bethesda Metro Center, Suite 700
Bethesda, Maryland 20814
Telephone: 301-961-1976
Email: ken.finkelstein@englewoodllc.com

If to the Good Jobs 4 All Coalition:

c/o Jobs with Justice San Francisco
209 Golden Gate Avenue
San Francisco, CA 94102
Telephone: (415) 840-7420

with copies to:

Julian Gross
PolicyLink Legal
1438 Webster Street, Suite 303
Oakland, CA 94612

P. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which may be deemed an original, but all of which shall constitute one and the same document.

Q. **Further Acts**. The Parties shall execute and deliver documents and instruments and take such other further actions as may be reasonably necessary to carry out the intent and provisions of this Agreement.

R. **No Requirement to Build**. The Parties hereto agree that, notwithstanding anything to the contrary herein, this Agreement shall not obligate Developer to undertake all or any part of the Project. If Developer, in its sole and complete discretion, chooses to construct any portion of the Project, it will construct that portion in compliance with this Agreement.

S. **Costs and Expenses**. Each Party hereto will bear its own costs, expenses, and attorneys' fees incurred in connection with negotiating this Agreement and neither will make any claim against the other for such costs, expenses, disbursements, or attorneys' fees.

T. **Headings.** The headings of the various paragraphs in this Agreement are for convenience and organization only, and are not intended to be any part of the body of this Agreement, nor are they intended to be referred to in construing the provisions of this Agreement.

U. **Understanding of Terms.** The Parties each hereby affirm and acknowledge that they have read this Agreement, that they know and understand its terms, and have signed it voluntarily and on the advice of counsel. The Parties have had a full and unhindered opportunity to consult with their attorneys, accountants, financial advisors and such other consultants as they may have desired prior to executing this Agreement.

V. **Term.** This Agreement becomes effective as of the Effective Date, and automatically terminates ten (10) years from that date, unless extended by Developer and the Good Jobs 4 All Coalition.

W. **No Third-Party Beneficiaries.** The Parties agree that no third-party beneficiary to this Agreement exists and that nothing contained herein shall be construed as giving any other person or entity third-party beneficiary status.

IN WITNESS WHEREOF, the following Parties have executed this Agreement as of the Effective Date:

For Developer:

KCG SF Hotel, LLC, a California limited liability company

By: Englewood SF, LLC, its Manager

By: Ken Finkelstein

Its: President

Date: 8/23/18

For the Good Jobs 4 All Coalition:

Jobs With Justice San Francisco (a California nonprofit corporation), acting in its capacity as a member of the Good Jobs 4 All Coalition

By: 

Its: Campaign Coordinator

Date: August 22, 2018

(cont'd)

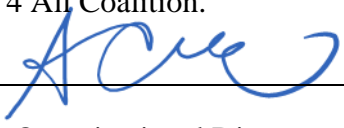
SF-CLOUT (a California nonprofit corporation), acting in its capacity as a member of the Good Jobs 4 All Coalition

By: _____

Its: _____

Date: _____

South of Market Community Action Network (a project of the Filipino-American Development Foundation, a California nonprofit corporation), acting in its capacity as a member of the Good Jobs 4 All Coalition.

By:  _____

Its: Organizational Director

Date: August 23, 2018

SF-CLOUT (a California nonprofit corporation), acting in its capacity as a member of the Good Jobs for All Coalition

By: [Signature]

Its: Campaign Director

Date: 3/23/18

South of Market Community Action Network (a project of the Filipino-American Development Foundation, a California nonprofit corporation).

By: _____

Its: _____

Date: _____

Attachment A

PROJECT SUPPORT LETTER

PROJECT SUPPORT LETTER

The Good Jobs 4 All Collaborative

August 23, 2018

Esmeralda Jardines, Senior Planner
Southeast Team, Current Planning Division
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103
esmeralda.jardines@sfgov.org

RE: Proposed 297-room Hotel
350 2nd Street
Planning Dept. Case No. 2018-000497

Dear Ms. Jardines:

On behalf of the Good Jobs 4 All Collaborative, we are submitting this letter in support of the proposed hotel project at 350 2nd St. As a coalition of local community groups including Jobs With Justice San Francisco Community Labor Organizing Unifying Together (sfCLOUT), and South of Market Community Action Network (SOMCAN), we are interested in ensuring that projects such as this provide quality employment and training opportunities to local and disadvantaged potential employees.

Accordingly, we have entered into an agreement with KCG SF Hotel, LLC, the developer of the project, that:

- builds a partnership between our community organizations and the developer to meet the aforementioned objective;
- enhances implementation and requirements of the City's standard First Source agreement; and
- provides financial support for local workforce development systems.

We have met with KCG on a regular and consistent basis over the past few months and they have worked diligently with us to craft a detailed agreement that we believe will help us achieve our objectives and can serve as a model for future agreements in connection with similar projects.

Accordingly, we support this project for its creation of good quality jobs in support of disadvantaged groups within the City of San Francisco.

Please feel free to contact me if you have further questions.

Sincerely,

Good Jobs 4 All Collaborative

Angelica Cabande, SOMCAN
Conny Ford, SfCLOUT
Tracey Brieger, Jobs with Justice SF