

**STAFF REPORT FOR CALENDAR ITEM NO.: 8.2**  
**FOR THE MEETING OF: October 17, 2025**

**TRANSBAY JOINT POWERS AUTHORITY**

**BRIEF DESCRIPTION:**

Authorize the Executive Director to execute a second amendment to the lease with PD Transbay LLC, a California limited liability company (dba Per Diem) for retail space on the first floor of the Transit Center (Suite 131).

**EXPLANATION:**

Original Lease

On September 13, 2018, the TJPA Board of Directors authorized the Executive Director to finalize negotiations and execute a lease with PD Transbay LLC, dba Per Diem (“Tenant”) for retail space in Suite 131 on the first floor of the Transit Center. The lease for 3,256 square feet was executed on November 27, 2018, for a 15-year term with two five-year options (“Lease”).

First Amendment

On March 9, 2023, the TJPA Board authorized a First Amendment to the Lease, granting four months of abated base rent and an increase in the tenant improvement allowance by \$54,557, valued collectively at \$111,537.

Tenant Current Request

Tenant has requested approval to expand their existing outdoor patio area, by approximately 200 square feet to enhance customer capacity and visibility, thereby increasing sales and improving the overall guest experience.

A revised patio plan is attached to the Amendment as Exhibit A and supersedes the prior patio configuration approved under the Lease.

Fiscal Impact

The Amendment is not expected to have any financial impacts on the TJPA and requires no revisions to the adopted FY 2025-26 budget.

**RECOMMENDATION:**

Authorize the Executive Director to execute the Second Amendment to Lease Agreement with PD Transbay LLC, dba Per Diem, in the form attached.

**ENCLOSURES:**

1. Resolution
2. Second Amendment to Lease

**TRANSBAY JOINT POWERS AUTHORITY  
BOARD OF DIRECTORS**

**Resolution No. \_\_\_\_\_**

WHEREAS, On September 13, 2018, the Transbay Joint Powers Authority (TJPA) Board of Directors authorized the TJPA's Executive Director to finalize negotiations and execute a lease agreement with PD Transbay LLC, dba Per Diem ("Tenant") for commercial/retail space on the first level of the Transit Center (Space 131) for a 15-year term with two five-year options to renew at full market value. A lease was fully executed on November 27, 2018 ("Lease"); and

WHEREAS, On March 9, 2023, the TJPA Board approved a First Amendment to the Lease, providing limited rent abatement and an increased tenant improvement allowance; and

WHEREAS, Tenant has requested approval of a revised patio seating plan; and

WHEREAS, TJPA staff has negotiated a Second Amendment to Lease ("Second Amendment to Lease") that approves a revised patio plan; now, therefore, be it

RESOLVED, That the TJPA Board of Directors authorizes the Executive Director to execute the Second Amendment to Lease with PD Transbay LLC, dba Per Diem, for Suite 131, in the form presented herein.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of October 17, 2025.

\_\_\_\_\_  
Secretary, Transbay Joint Powers Authority

## SECOND AMENDMENT TO LEASE

This SECOND AMENDMENT TO LEASE (this “**Amendment**”) is made and entered into as of the \_\_\_\_ day of October, 2025 (the “**Effective Date**”), by and among TRANSBAY JOINT POWERS AUTHORITY, a joint exercise of powers agency duly created and existing under the Joint Exercise of Powers Act of the State of California, California Government Code Sections 6500 et seq. (“**Landlord**”), and PD TRANSBAY LLC, a California limited liability company, dba Per Diem (“**Tenant**”), with reference to the following facts and understandings:

### RECITALS

A. Landlord and Tenant are parties to that certain “Salesforce Transit Center Lease” dated as of November 6, 2018, as amended by that certain First Amendment to Lease dated February 8, 2023 (as so amended, together with all exhibits and addenda attached thereto, the “**Existing Lease**”), whereby Tenant leases from Landlord approximately 3,256 usable square feet of retail space known as Space Number 131, located in the retail usage area on the ground floor of the Salesforce Transit Center in San Francisco, California. Capitalized terms used but not specifically defined herein shall be deemed to have the meanings ascribed to such terms in the Existing Lease.

B. Tenant previously submitted a plan specifying the number and location of proposed tables, chairs and other items contemplated for placement in the Patio Area in accordance with Section 1(e)(ii) of the Existing Lease, which Landlord approved (the “**Prior Patio Plan**”). Tenant has since requested changes to the Prior Patio Plan as more particularly shown in the revised plan attached hereto as Exhibit A and incorporated herein by this reference (the “**Revised Patio Plan**”).

C. Landlord and Tenant now desire to amend the Lease, on and subject to the terms and conditions set forth in this Amendment.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### AGREEMENT

1. References. All references to the “Lease” or “lease” appearing in this Amendment or in the Existing Lease shall mean, collectively, this Amendment and the Existing Lease, as amended by this Amendment.

2. Revised Patio Plan. Landlord hereby approves the Revised Patio Plan, it being agreed that the same shall supersede the Prior Patio Plan for all purposes under the Lease.

3. Miscellaneous.

(a) Severability. If any provision of this Amendment or the application of any provision of this Amendment to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this Amendment or the application of that provision to

persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each provision of this Amendment will be valid and be enforced to the fullest extent permitted by law.

(b) Entire Agreement/Modification. This Amendment contains all of the agreements of the parties hereto with respect to the matters contained herein, and no prior agreement, arrangement or understanding pertaining to any such matters shall be effective for any purpose. Except for any subsequent amendments or modifications to the Lease made in accordance with the terms thereof, any agreement made after the date of this Amendment is ineffective to modify or amend the terms of this Amendment, in whole or in part, unless that agreement is in writing, is signed by the parties to this Amendment, and specifically states that that agreement modifies this Amendment.

(c) No Third-Party Beneficiary. This Amendment is for the sole benefit of the parties hereto and their respective successors and permitted assigns. Nothing in this Amendment, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Amendment.

(d) Counterparts. This Amendment may be executed in any number of counterparts and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any counterpart signature pages may be detached and assembled to form a single original document.

(e) Heirs and Successors. This Amendment shall be binding upon the heirs, legal representatives, successors and permitted assigns of the parties hereto.

(f) Authority. Each individual executing this Amendment on behalf of his or her respective party represents and warrants that he or she is duly authorized to execute and deliver this Amendment on behalf of said entity in accordance with the governing documents of such entity, and that upon full execution and delivery this Amendment is binding upon said entity in accordance with its terms.

(g) Drafting. In the event of a dispute between any of the parties hereto over the meaning of this Amendment, both parties shall be deemed to have been the drafter hereof, and any applicable law that states that contracts are construed against the drafter shall not apply.

(h) Headings. Captions used herein are for convenience and reference only, and shall in no way be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Amendment.

(i) Ratification. Except as modified by this Amendment, the Existing Lease shall continue in full force and effect and Landlord and Tenant do hereby ratify and confirm all of the terms and provisions of the Existing Lease, subject to the modifications contained herein.

(j) Waiver of Trial by Jury. To the fullest extent permitted under applicable law, Tenant hereby irrevocably and unconditionally waives any and all rights to trial by jury in any action, suit or counterclaim arising in connection with, out of or otherwise relating to the Lease or this

Amendment or any other document or instrument now or hereafter executed and delivered in connection therewith.

*(Signature Page to Follow)*

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the dates below their respective signatures.

LANDLORD:

TRANSBAY JOINT POWERS AUTHORITY

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

Date: \_\_\_\_\_, 2025

TENANT:

PD TRANSBAY LLC,  
a California limited liability company

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

Date: \_\_\_\_\_, 2025

APPROVED AS TO FORM.

By: \_\_\_\_\_  
Legal counsel, TJPA

Transbay Joint Powers Authority Board of  
Directors

Resolution No.: \_\_\_\_\_

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_  
Secretary, TJPA Board

The undersigned Guarantor hereby acknowledges and consents to the terms, conditions and provisions of this Amendment and the transactions contemplated thereby. Guarantor hereby ratifies and reaffirms the full force and effectiveness of the Guaranty and hereby confirms the continuing obligations of Guarantor under the Guaranty.

GUARANTOR:

\_\_\_\_\_  
Darren Matte

Date: \_\_\_\_\_, 2025

### Updated Patio Plan

D:\Shared Drive\Architectural\PROJECTS\1050\_Per Diem\A\_DRAWING\A0\_CAD\PROJ\_SHEET\1050-A2.03-FP1-PROPOSED PKT\1050-A2.03-FP1-PROPOSED PKT.dwg - A2.03 FIRST FLR PROPOSED - 6/5/2025 9:15 PM - 1/22/2014 5:22 PM - Jason - Jerome Tables

