AMENDED AND RESTATED CONDITIONAL PROPERTY EXCHANGE AGREEMENT

by and between

EQX JACKSON SQ HOLDCO LLC,
as Developer

and

CITY AND COUNTY OF SAN FRANCISCO,
as the City

For the improvement and exchange of

530 Sansome Street and 447 Battery Street
San Francisco, California

[_____], 2025

[TABLE OF CONTENTS]

AMENDED AND RESTATED CONDITIONAL PROPERTY EXCHANGE AGREEMENT
(530 Sansome Street and 447 Battery Street, San Francisco)

THIS AMENDED AND RESTATED CONDITIONAL PROPERTY EXCHANGE AGREEMENT (this "**Agreement**") dated for reference purposes only as of [_____], 2025, is by and between EQX JACKSON SQ HOLDCO LLC, a Delaware limited liability company ("**Developer**"), and the CITY AND COUNTY OF SAN FRANCISCO, a Charter city and county (the "**City**").

RECITALS

A. The City owns that certain improved real property at 530 Sansome Street in San Francisco (Lot 17, Block 0206), as more particularly described in Exhibit A (the "**Existing City Property**"). The Existing City Property is improved with the San Francisco Fire Station 13 (the "**Existing Fire Station**").

B. Developer owns that certain improved real property adjacent to the Existing City Property at 425 Washington Street and 439-445 Washington Street (Lots 13 and 14, Block 0206) (the "**Existing Developer Property**").

C. Developer and the City are parties to that certain Conditional Property Exchange Agreement dated as of July 30, 2020, as amended by that certain First Amendment to Conditional Property Exchange Agreement, dated as of July 27, 2022, and that certain Second Amendment to Conditional Property Exchange Agreement dated as of March 27, 2023 (as amended, the "**Original CPEA**"). The Original CPEA was entered into in connection with Developer's pursuit of land use approvals for a project (the "**Original Project**") to demolish the Existing Fire Station and the buildings on the Existing Developer Property and construct on the Existing Developer Property and Existing City Property (collectively, the "Original Project Site") an integrated 4-story replacement fire station ("**New Fire Station**") and 19-story mixed use building with a shared subterranean garage.

D. Related California Residential, LLC, a Delaware limited liability company that is wholly controlled by Developer's sole member ("**Developer's Affiliate**"), and Battery Street Holdings LLC, a California limited liability company ("**447 Battery Owner**") are parties to that certain Option and Purchase Agreement for Real Property and Escrow Instructions dated as of May 7, 2024, as amended by that certain First Amendment to Option and Purchase Agreement for Real Property and Escrow Instructions dated as of May 31, 2024 ([[as amended]], the "**447 Battery Purchase Agreement**"), pursuant to which Developer's Affiliate has the option to purchase that certain improved real property adjacent to the Existing Developer Property at 447 Battery Street (Lot 2, Block 0206), as more particularly described in Exhibit B (the "**447 Battery Property**"). The 447 Battery Property is improved with an approximately 20,154 square foot, three-story building (the "**447 Battery Building**"), which was designated as a historic landmark by the Board of Supervisors under Article 10 of the Planning Code by Ordinance No. 43-22 (the "**Landmark Ordinance**").

F. On or about August 5, 2024, Developer submitted applications with City's Planning Department to modify the Original Project to allow for the (i) demolition of all existing improvements on the Existing City Property, Existing Developer Property, and 447 Battery Property, (ii) construction of a new mixed-use tower up to 41 stories tall on the Existing City Property and Existing Developer Property (the "**Tower**"), and (iii) construction of the New Fire Station on the 447 Battery Property (the "**Project**"). City staff and Developer also began

discussions on the key terms for a development agreement under Chapter 56 of the City's Administrative Code to facilitate the Project.

G. On December 10, 2024, the Board of Supervisors adopted Resolution No. 629-24, generally endorsing key terms for a development agreement for the Project (the "**Key Terms**"), subject to Developer and City staff mutually agreeing to an amendment to the Original CPEA for the construction of the New Fire Station on the 447 Battery Property rather than on the Original Project Site and the terms of a development agreement, which would both be subject to subsequent approval of the Board of Supervisors. On _____, Developer submitted to the Planning Department a letter request to enter into a development agreement in general conformance with the Key Terms (the "**Development Agreement**").

H. On March 13, 2025, and _____, the Arts Commission held duly noticed public hearings to review and comment on the Conceptual/Phase 1 and Phase 2 designs of the New Fire Station, respectively.

I. On July 16, 2025, the Historic Preservation Commission held a public hearing, duly-noticed and conducted under the Planning Code, to make a recommendation to the Board of Supervisors on the Planning Code Amendment Ordinance (defined below) conditionally rescinding the Landmark Ordinance. Following the public hearing, the Historic Preservation Commission, through Resolution No. _____, did not recommend to the Board of Supervisors rescission of the Landmark Ordinance and removal of the 447 Battery Building's designation as a historic landmark under Article 10 of the Planning Code.

J. On July 17, 2025, the Planning Commission held a public hearing, duly-noticed and conducted under the Planning Code, Government Code Section 65864 et seq., and Chapter 56 of the San Francisco Administrative Code, to consider the Project, the Development Agreement, and the General Plan Amendment Ordinance, the Planning Code Amendment Ordinance, and the DA Ordinance (defined below). Following the public hearing, the Planning Commission, through Motion No. _____, certified the Final Environmental Impact Report prepared for the Project (the "**FEIR**") and, through Motion No. _____, adopted CEQA findings for the Project (the "**CEQA Findings**") and the Mitigation Monitoring and Reporting Measures for the Project (the "**Mitigation Measures**"). The FEIR, the CEQA Findings and the Mitigation Measures comply with the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.; "**CEQA**"), California Code of Regulations, Title 14, Sections 15000 et seq. (the "**CEQA Guidelines**"), and Chapter 31 of the San Francisco Administrative Code. The FEIR thoroughly analyzes the Project and Project alternatives, and the Mitigation Measures were designed to mitigate significant impacts to the extent they are susceptible to a feasible mitigation. The information in the FEIR and the CEQA Findings has been considered by the City in connection with approval of this Agreement.

K. On July 17, 2025, the Recreation and Park Commission and Planning Commission held a joint public hearing on and adopted Planning Commission Resolution No. _____ and Recreation and Park Commission Resolution No. _____ raising the absolute cumulative limit for shadows on Maritime Plaza and Sue Bierman Park, two properties under the jurisdiction of the Recreation & Park Department that would be shadowed by the Project. At the same hearing on July 17, 2025, the General Manager of the Recreation & Parks Department, in consultation with the Recreation and Park Commission, recommended to the Planning Commission that the shadows cast by the Project on Maritime Plaza, Sue Bierman Park, Washington Square Park, and Willie "Woo Woo" Wong Playground would not be adverse to the use of those properties.

L. On July 17, 2025, the Planning Commission (i) recommended to the Board of Supervisors the adoption of the General Plan Amendment Ordinance (Resolution No. _____),

(ii) recommended to the Board of Supervisors the adoption of the Planning Code Amendment Ordinance (Resolution No. _____), (iii) recommended to the Board of Supervisors the adoption of the DA Ordinance (Resolution No. _____), (iv) approved a Conditional Use Authorization authorizing the Project, including certain modifications to otherwise applicable Planning Code standards and requirements and delegating authority to the Planning Director to approve certain post-entitlement modifications, all in accordance with the General Plan Amendment Ordinance, Planning Code Amendment Ordinance, and the DA Ordinance (Motion No. _____) (the "Conditional Use Authorization"), (v) approved an Office Allocation under Planning Code Sections 320-325 (Motion No. _____), and (vi) following a joint hearing with the Recreation and Park Commission and General Manager of the Recreation and Park Department, adopted shadow findings consistent with Planning Code Section 295 (the "**Shadow Findings**"), as well as findings that the Project and the Development Agreement would, as a whole, and taken in their entirety, continue to be consistent with the objectives, policies, general land uses and programs specified in the General Plan, as amended, and the policies set forth in Section 101.1 of the Planning Code (such determinations, collectively, the "**General Plan Consistency Findings**"). The above-described actions, collectively, are defined as the "**Planning Approvals**."

M. On _____, the Board of Supervisors, having received the respective recommendations of the Historic Preservation Commission and Planning Commission, adopted (i) Ordinance No. _____, amending the Special Use District Map, Height Map, and Planning Code, including conditionally rescinding the Landmark Ordinance (the "**Planning Code Amendment Ordinance**"), (ii) Ordinance No. _____, amending the Downtown Area Plan of the General Plan (the "General Plan Amendment Ordinance"), (iii) Ordinance No. _____, approving the Development Agreement (the "**DA Ordinance**"), (iv) Ordinance No. _____, approving a Hotel and Fire Station Development Incentive Agreement (Incentive Agreement), (v) Ordinance No. _____, approving a major encroachment permit, and (vi) and Ordinance No. _____, approving this Agreement to reflect the land transfers required for the Project and authorizing the Director of Property to execute this Agreement on behalf of the City (File No. _____). The foregoing ordinances became effective on _____. The above-described actions, collectively with the Planning Approvals, are defined as the "**Approvals**" for the Project.

N. In light of the foregoing, the parties have agreed to amend and restate the Original CPEA as set forth in this Agreement to reflect the modifications to the Original Project set forth in the Approvals, including the exchange of the 530 Sansome Property for the 447 Battery Property instead of the New City Parcel (as defined in the Original CPEA) and Developer's construction of the New Fire Station on the 447 Battery Property) (the "Fire Station Project")in compliance with the terms of this Agreement and the Construction Management Agreement (as defined in Section 2.3).

O. Neither party would have entered into this Agreement, the Development Agreement, or the Incentive Agreement but for their respective rights, and the other party's obligations, under this Agreement, the Development Agreement, and the Incentive Agreement. In addition, Developer would have not agreed to the obligation to construct the New Fire Station as required in this Agreement and the Development Agreement but for City's Incentive Agreement obligations to disburse certain incentive payments to Developer as described, and at the times, specified in the Incentive Agreement, and City would not have agreed to exchange the Existing City Property for the 447 Battery Property but for Developer's obligation to construct the New Fire Station on the 447 Battery Property pursuant to the Development Agreement and this Agreement.

AGREEMENT

NOW FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Developer and the City agree as follows:

1. TERMINATION OF ORIGINAL CPEA

The Original CPEA shall be terminated in its entirety and replaced by this Agreement as of the Effective Date.

2. PROJECT CONTRACTS

2.1 **Architect; Architect Contract**. City acknowledges it has approved (a) Skidmore, Owings & Merrill (the "**Architect**") as the architect for the Fire Station Project and (b) the Consultant Contract between Developer and Architect and dated as of May 25, 2021, as amended by Amendment No. 1 dated as of July 28, 2022, Amendment No. 2 dated as of March 19, 2024, and Amendment No. 3 dated as of March 19, 2024 (as amended, the "**Architect Contract**"). The Developer must obtain City's prior written approval to retain a different party as architect for the Fire Station Project, which approval shall not be unreasonably withheld by the City. Developer shall provide City with prior written notice of any proposed amendment to the Architect Contract, and shall not enter into any amendment to the Architect Contract that deletes any of the applicable Municipal Code requirements described in Section 2.5(b), modifies the scope of work for the Fire Station Project, or modifies the indemnity without the City's prior written approval, which approval shall not be unreasonably withheld by the City.

2.2 **Construction Contract; General Contractor**. Selection of the general contractor for the Fire Station Project (the "**General Contractor**") is subject to City approval of Developer's recommendation, which shall not be unreasonably withheld by the City. The parties have approved the form of contract for the construction of the New Fire Station attached as Exhibit XX ("**Form Construction Contract**"). The "**Final Construction Contract**" will be the Form Construction Contract with all final details included, including an amount that aligns with the then-approved Project Budget and any other changes mutually approved by Developer and the City.

Developer and the City each agree to act reasonably and in good faith to reach agreement on adding the final details in the Form Construction Contract (including the contract sum and the identity of the General Contractor) and any change requested by the proposed General Contractor as soon as reasonably possible; however, Developer and the City shall have the right to approve the same in their sole and absolute discretion. Neither party shall disapprove of the Final Construction Contract on the basis of any terms or provisions contained in the Form Construction Contract. If Developer's proposed General Contractor and the parties do not mutually agree to the Final Construction Contract within _____ days following Developer's selection of that proposed General Contractor, Developer may elect to begin negotiations with an alternative General Contractor that is proposed by the Developer and approved by the City.

If a proposed General Contractor requests changes to the Form Construction Contract as a condition to its execution, and the change is approved by Developer and the City's Director of Property ("**Director of Property**") but would require the approval of City's Board of Supervisors to waive any applicable Municipal Code requirement, the Director of Property shall use good faith efforts to submit the proposed Final Construction Contract to the Board of Supervisors for approval.

2.3 **Construction Management Agreement**. The parties are concurrently executing a construction management agreement (the "**Construction Management Agreement**") for the

Developer's design and construction of the Fire Station Project at its sole cost, except for any City-Initiated Change (as defined in the Construction Management Agreement) to be funded by City at its sole cost under the Construction Management Agreement.

2.4 **Other Project Contracts**. In addition to the Architect Contract and the Final Construction Contract, the Developer shall negotiate all other project contracts that it determines are necessary and appropriate to complete the Fire Station Project (each, an "**Other Project Contract**"). Except for any Pre-Approved Project Contract (as defined below), the Other Project Contracts each require the prior approval of Developer and the City, each acting in their reasonable discretion and taking into account any applicable City contracting requirements. Developer and the City each agree to act reasonably and in good faith to reach agreement on the terms of each Other Project Contract consistent with the terms of this Agreement and as soon as reasonably possible. If the Developer and the City cannot reach agreement on the terms of any Other Project Contract with the contractor for that Other Project Contract, Developer may elect to begin negotiations with an alternative party acceptable to Developer and City.

City's approval of a proposed Other Project Contract can be conditioned on modifying it to reflect any applicable Municipal Code requirements that are not described in Section 2.5(b); provided, however, that if the Developer does not approve of any of such requirement and Closing has not yet occurred, Developer shall have the right to terminate this Agreement by delivering written notice of such termination to the City within ____ business days of City notifying Developer of the requirement modification to the Project Contract.

If the approval of the Board of Supervisors is required to exempt any Other Project Contract from an applicable City Municipal Code requirement to obtain the approval of the applicable contractor and City's Director of Property agrees to the exemption if approved by the Board of Supervisors, the parties shall use good faith efforts to expedite negotiations and seek Board of Supervisors approval of the required ordinance for the exemption. If (i) the Board of Supervisors subsequently does not approve the exemption ordinance, (ii) Developer and City are not able to reasonably agree to an alternative party for the required Other Project Contract, (iii) the Other Project Contract is required for the timely construction of the New Fire Station in compliance with the requirements of this Agreement, and (iv) the Closing has not occurred, then Developer shall have the right to terminate this Agreement by delivering written notice of such termination to the City within ____ days following the Board of Supervisors meeting date at which the Board of Supervisors votes to disapprove of the ordinance or, if an ordinance is never introduced at the Board of Supervisors, then within _____ days of the date that the City's Director of Property conditionally agrees to the exemption in writing subject to approval of the exemption by the Board of Supervisors.

Developer shall not be required to obtain the City's approval of any Other Project Contract which is less than $50,000 and includes the applicable provisions set forth in Section 2.5(b) below (each, a "**Pre-Approved Project Contract**").

2.5 **Project Contract Requirements**.

(a) Required Provisions. The Architect Contract, Construction Contract, and the Other Project Contracts are each a "**Project Contract**" and collectively the "**Project Contracts**". Under the Construction Management Agreement, Developer has the obligation and right to enter into the Project Contracts. Except for Pre-Approved Project Contracts, Developer shall use commercially reasonable efforts to include the applicable provisions of [[this Article 2]] and Section 4.3 in all Project Contracts, each subject to such revisions or deletions as may be agreed to by the City in approving the Project Contract. Pre-Approved Project Contracts only need to include the applicable provisions of Section 2.5(b). If the Architect, the General Contractor, or any other contractor under any other Project Contract (each, a "**Project Contractor**") refuses to include any

required provision, Developer shall consult with the City on how to proceed with the contract negotiations, including whether to seek Board of Supervisors approval of an ordinance exempting such provision. Notwithstanding anything stated to the contrary in this Agreement, any failure to include in any Project Contract any of the applicable provisions provided for in [[this Article 2]] and Section 4.3 shall not constitute a default or breach by Developer under this Agreement if the Project Contract is approved by City, provided that City shall not be required to approve any Project Contract that does not include the applicable provisions of [[this Article 2]] or Section 4.3.

(b) City Contracting Requirements. Developer shall additionally use commercially reasonable efforts to include in each Project Contract language requiring compliance, as applicable, with the provisions specified in the San Francisco Municipal Code, including but not limited to: Non-Discrimination in City Contracts and Property Contracts (Articles 131 and 132 of the San Francisco Labor and Employment Code), Tropical Hardwood and Virgin Redwood Ban (Environment Code Sections 802(b) and 803(b)), Preservative-Treated Wood Containing Arsenic (Environment Code Chapter 13), Bicycle Storage (Planning Code Article 1.5), Green Building Requirements for City Building (Environment Code Chapter 7), MacBride Principles (Administrative Code Section 12F.1 *et seq.*), Conflicts of Interest (Article III Chapter 2 of City's Campaign and Governmental Conduct Code), Campaign Contribution Limitations (Section 1.126 of City's Campaign and Governmental Conduct Code), Minimum Compensation (Article 111 of the San Francisco Labor and Employment Code), Health Care Accountability (Article 121 of the San Francisco Labor and Employment Code), and Consideration of Criminal History (Article 142 of the San Francisco Labor and Employment Code). Developer shall comply with the above requirements insofar as they relate to Developer's work under this Agreement.

2.6 **Rights and Remedies During Construction**. Developer shall use commercially reasonable efforts to include the following provisions (or provisions similar to the following provisions in all material respects) in all Project Contracts (excepting Pre-Approved Project Contracts) for the benefit of the City, unless otherwise agreed to by the City:

(a) General. The provisions of the Project Contract shall not limit the duties, obligations, rights and remedies otherwise imposed or available by law or in equity. No action or failure to act shall in any way abridge the rights and obligations of the parties to the Project Contract, or condone a breach thereunder, unless expressly agreed to by the parties in writing. All remedies provided in the Project Contract shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, the City shall have any and all equitable and legal remedies that it would in any case have.

(b) No Waiver. No waiver of any breach of any provision of the Project Contract shall be held to be a waiver of any other or subsequent breach. The only waiver by the City shall be a waiver in writing that explicitly states the item or right being waived.

(c) City's Remedies for False Claims and Other Violations. A Project Contractor that fails to comply with the terms of the Project Contract, violates any applicable provision of the Workforce Agreement, submits false claims, or violates against any governmental entity a civil or criminal law relevant to its ability to perform under or comply with the terms and conditions of the Project Contract, may be declared an irresponsible bidder and debarred according to the procedures set forth in San Francisco Administrative Code Section 6.80 et seq. Additionally, a Project Contractor that submits a false claim may be subject to monetary penalties, investigation, and prosecution as set forth in Administrative Code Section 6.80 et seq.

(d) Interpretation. The Project Contract shall be interpreted in accordance with the laws of the State of California and the provisions of the City's Charter and Administrative and Labor and Employment Codes.

2.7 **Defaults Under Project Contracts**. In no event and under no circumstances shall Developer be liable for any breach or default by a Project Contractor, or for a Project Contractor's failure to comply with any of the applicable provisions of this Article 2, Section 4.3, or applicable law including any City law. Upon a default by a Project Contractor, and following consultation with the City and upon the City's request, Developer shall use commercially reasonable efforts to take specific remedial action against the defaulting Project Contractor, including termination of the applicable Project Contract and replacement of the applicable Project Contractor.

3. ADDITIONAL APPROVALS; CONSTRUCTION DOCUMENTATION; THIRD-PARTY CHALLENGES

3.1 Regulatory Approvals

(a) Additional Approvals. Following the Effective Date, Developer shall initiate the process for any additional regulatory approvals needed from any local, State or Federal governmental agency having jurisdiction ("**Regulatory Agency**") to finalize the design of the New Fire Station and commence construction of the Project, including without limitation, building permits, street improvement permits, encroachment permits, and approvals from the Arts Commission (collectively, the "**Additional Approvals**"). Developer shall prepare, sign and submit such materials and pay such fees as may be necessary to obtain all Additional Approvals on or before the Anticipated Closing Date (as defined in Section 10.2(a) below), subject to delay caused by any condition beyond the reasonable control of Developer, including strikes, labor disputes, acts of God, the elements, governmental (local, state and/or federal) restrictions, regulations or controls, governmental (local, state and/or federal) shut downs, medical conditions affecting (or expecting to affect) the general public including, epidemics and pandemics, enemy action, civil commotion, terrorism, fire, casualty, accidents, mechanical breakdowns or shortages of, or inability to obtain, labor, utilities or material (hereinafter referred to as an "**Unavoidable Delay**"). It is understood and agreed that Developer's sole obligation with respect to procuring the Additional Approvals is to use commercially reasonable efforts to do so. There are no assurances that Developer will be successful in procuring the Additional Approvals and Developer's failure to procure the Additional Approvals shall not be considered a default by Developer under the terms of this Agreement except to the extent arising from Developer's default of its obligations under this Section 3.1(a).

(b) Collaboration. Developer shall use commercially reasonable efforts to obtain, and shall be solely responsible for obtaining, all Additional Approvals. Developer expects the Additional Approvals will include a tentative map (a "**Tentative Map**") to merge the Existing City Property and the Existing Developer Property and create condominium parcels on the merged property. Throughout the Additional Approval application and approval process, Developer shall consult and coordinate with the Director of Property in Developer's efforts to obtain such Additional Approvals. Developer shall not seek any Additional Approval without the approval of the City's Director of Property (the "**Director of Property**"), which shall not be unreasonably withheld or delayed; provided, however, that after the Closing Date, such prior approval shall only be required for Additional Approvals to the extent they apply to the New Fire Station. If the Director of Property does not approve a submittal, the Director of Property will indicate in writing the reason for the disapproval and the steps or changes to be made to obtain its approval. The Director of Property will approve, disapprove or approve conditionally each submittal in accordance with the procedures set forth in Section 15.8.

The Director of Property shall cooperate reasonably by timely reviewing Developer's Additional Approvals applications and providing any consent to those applications to the extent required from City as owner of the Existing City Property or the 447 Battery Property, subject to any Additional Approval applications for the final design or construction of the New Fire Station conforming to the most recent Construction Documentation (as defined in Section

3.3(a))approved by the City under the Construction Management Agreement. If a Tentative Map application requires City's consent as owner of the Existing City Property, the Director of Property shall not withhold approval of that application as long as the Tentative Map application and Additional Approvals for that application are conditioned on Developer owning fee title to the Existing City Property. Developer and the City (acting through the Director of Property and a City project manager designated by the Director of Property) agree to work together in good faith in Developer's efforts to seek all Additional Approvals as long as this Agreement remains in effect. However, the City shall have no obligation or incur any cost with respect to the Additional Approvals other than its staff time in collaborating with the Developer and in reviewing the Additional Approvals or applications for them; provided the costs of such staff time shall be reimbursed by Developer pursuant to the Development Agreement.

The parties agree to hold regular meetings, as needed or upon either party's request, so as to coordinate all efforts relating to the procurement of Additional Approvals. Developer shall not agree to the imposition of conditions or restrictions in connection with a permit or approval for the Fire Station Project (and, if the Closing has not occurred, the Tower) from any regulatory agency other than the City without the Director of Property's prior approval, which approval will not be unreasonably withheld or delayed. All submittals for Additional Approvals shall be subject to the prior review and approval of the Director of Property for consistency with the most recent Construction Documentation that has been approved by City at the time of that submittal; provided, however, that after Closing, such prior review and approval shall only apply to submittals for Additional Approvals to the extent applicable to the New Fire Station. If the Director of Property does not approve a submittal (which approval shall not be unreasonably withheld or delayed), the Director of Property will indicate in writing the reason for the disapproval and the steps or changes to be made to obtain its approval. The Director of Property will approve, disapprove or approve conditionally each submittal in accordance with the procedures set forth in Section 15.8.

(c) Project Budget. Developer prepared a projected project budget for the New Fire Station attached as Exhibit C (the "**Project Budget**"), which includes Developer's cost estimate for constructing the New Fire Station based on the Fire Station Plans (as defined in Section 3.3(a)) and the Criteria Package attached as Exhibit J to the Form Construction Contract, and the estimated fees and costs associated with procuring the Additional Approvals needed to construct the New Fire Station. City acknowledges the Developer will prepare updates to the Project Budget as Construction Documentation progresses and Developer obtains updated pricing. The Project Budget updates shall also include the cost of any City-Initiated Changes, which shall be paid by City pursuant to the Construction Management Agreement, and the cost of any Developer-Initiated Changes, which shall be at Developer's sole cost.

3.2 **Proprietary Capacity**

Developer understands and agrees that the City is entering into this Agreement in its proprietary capacity and not as a regulatory agency with certain police powers. Developer understands and agrees that all actions and approvals by City under this Agreement are in its proprietary capacity, and neither entry by the City into this Agreement nor any approvals given by the City under this Agreement shall be deemed to imply that Developer will obtain any required Additional Approvals from City departments, boards or commissions with jurisdiction over the Project. Nothing in this Agreement shall affect or limit the rights and responsibilities of the City's Department of Building Inspection, Planning Department, other City departments, City commissions or boards, or its Board of Supervisors with respect to the Additional Approvals for some or all of the Project, or their discretionary rights with respect to the review, approval, imposition of conditions, or rejection of any Additional Approvals. The City's Additional Approvals shall be issued or denied, by the appropriate City department, commission, board, or Board of Supervisors in keeping with its standards and customary practices and without regard to this Agreement.

3.3 **Construction Documentation**.

(a) Construction Documentation. The "**Construction Documentation**" shall mean the 100% Schematic Design, the 50% Design Documents, 100% Design Documents, the 50% Construction Documents and the 100% Construction Documents described in and prepared pursuant to the Construction Management Agreement. The Construction Documentation is needed for the Final Construction Contract and the Additional Approvals and to obtain final pricing for the New Fire Station. Developer shall diligently make commercially reasonable efforts to develop the Construction Documentation as further specified in the Construction Management Agreement. The City shall diligently perform its Construction Management Agreement obligations with respect to the development, review and approval or disapproval of the Construction Documentation.

The 100% Schematic Design shall be consistent with the 50% schematic plans for the New Fire Station attached as Exhibit D (the "**Fire Station Plans**"), and all Construction Documentation shall be consistent with the Criteria Package attached as Exhibit J to the Construction Management Agreement. The Developer shall cause the Architect and the General Contractor, working with the Developer and City, to prepare Construction Documentation that complies with the requirements of this Agreement and the Construction Management Agreement and are necessary to obtain the Additional Approvals and construct the New Fire Station.

(b) Proposed Modifications and Designs; Development Delays or Limitations. Neither Developer nor City shall, without the other party's prior written consent or direction, take any of the following actions (each, a "**Development Action**"): (i) propose material modifications to the Fire Station Plans that would (A) substantively alter the proposed use of the New Fire Station, (B) materially decrease or increase the proposed height of the New Fire Station, (C) materially reduce or increase the square footage of the New Fire Station, (D) materially impact the New Fire Station, or (ii) take actions or propose designs that would materially increase the cost of developing the New Fire Station or otherwise increase the Project Budget, or (iii) delay development of, or limit or restrict the availability of, necessary infrastructure serving the New Fire Station.

Neither party shall unreasonably withhold such consent; provided, however, that (i) City shall have the sole discretion to withhold approval to any Developer-proposed Development Action that is not solely required to cause the New Fire Station to comply with the applicable laws or to obtain the Additional Approvals necessary to construct the New Fire Station, and (ii) Developer shall not withhold approval of any City-proposed Development Action to the extent it is not reasonably anticipated to delay development of the New Fire Station and the City agrees to pay for any increased Project Cost for the Fire Station Project (including Fire Station Design and Approval Costs) associated with the Development Action as a City-Initiated Change under the Construction Management Agreement.

(c) [Intentionally deleted]

(d) Design and Approval Costs. Except for the cost of any Additional Approvals needed for any City-Initiated Changes, which are to be paid by City under the Construction Management Agreement, Developer shall pay or cause to be paid when due all fees and costs associated with the procurement of the Additional Approvals for the Fire Station Project, together with any design development or other costs for the Fire Station Project incurred by Developer (collectively, the "**Fire Station Design and Approval Costs**"). Before engaging any contractor, Developer shall deliver to the City, for review and approval which shall not be unreasonably withheld, the name and qualifications of the third-party consultants and contractors

to be engaged by Developer in connection with work on the New Fire Station (upon the City's approval, all such consultants being defined collectively as the "**Approved Contractors**").

Following the Effective Date, Developer shall also deliver to the City on a quarterly basis a detailed summary (each, a "**Fire Station Cost Report**") of Developer's expenditures during the previous calendar quarter of (i) Fire Station Design and Approval Costs and (ii) fees and costs associated with the procurement of the Additional Approvals for the Tower Project, together with any design development or other costs for the Tower Project incurred by Developer to the extent such fees and costs are prorated with the Fire Station Project (the "**Tower Design and Approval Costs**"). Each Fire Station Cost Report shall include a description of the services performed and costs paid by Developer and the Project schedule. The Developer agrees that it is solely responsible for the Fire Station Design and Approval Costs (except to the extent City is required to pay any portion for a City-Initiated Change pursuant to the Construction Management Agreement) and the Tower Design and Approval Costs.

(e) Records and Approval of Fire Station Cost Reports. Developer shall maintain records, in reasonable detail, with respect to all Fire Station Design and Approval Costs, and shall provide such supporting documentation as the City may reasonably request to verify any Fire Station Design and Approval Costs for City-Initiated Changes. Developer will also make all records available for inspection, copying and audit by the City. The Developer shall obtain City's written approval to any Fire Station Cost Report that includes the cost of any City-Initiated Change by delivering a written notice to City that includes a copy of Fire Station Cost Report and requests City's approval to it. City shall review and approve or disapprove such Fire Station Cost Report within fifteen (15) days following receipt. If City disapproves of any Fire Station Cost Report, the City shall state its reasons for the disapproval in writing and the parties agree to meet and confer in good faith for a period to discuss any areas of disagreement. If the parties cannot reach agreement on the appropriateness, apportionment or amount of any City-Initiated Change cost within twenty (20) days following a disapproval by the City, either party can elect to cause such disagreement to be resolved as an Arbitration Matter pursuant to the provisions of Section 5.1(a) below.

If City fails to timely initially provide its approval or disapproval of a submitted Fire Station Cost Report, Developer shall submit a second written notice to City that includes the Fire Station Cost Report, the first written notice requesting approval of that Fire Station Cost Report, and includes the following language in bold font at the top of the second written notice: "**SECOND WRITTEN REQUEST FOR FIRE STATION COST REPORT APPROVAL**". If City fails to timely respond to the second written request within five (5) business days following its receipt of such second written request, then the submitted Fire Station Cost Report shall be deemed disapproved for purposes of this Agreement.

(f) No City Share of Fire Station Design and Approval Costs. If this Agreement terminates for any reason, then the City shall have no obligation to reimburse Developer for the Fire Station Design and Approval Costs or other Project costs incurred by Developer except for City's obligation to pay for any City-Initiated Changes under the Construction Management Agreement; provided, however, that if this Agreement is terminated by the Developer due to a City Event of Default, the Developer shall have the remedies set forth in Section 10.6.

3.4 **Ownership of Work**. Developer shall ensure that all rights of Developer in the Construction Documentation with respect to the New Fire Station are transferable to the City without limitation, payment to or the consent of the applicable architects and engineers, and will be transferred to the City upon completion of the New Fire Station.

3.5 **Cooperation in the Event of Third-Party Challenge**. A "**Third-Party Challenge**" means any administrative, legal, or equitable action or proceeding instituted by any party other than the City or Developer challenging the validity or performance of any provision of this Agreement, any action taken by the City or Developer in furtherance of this Agreement, or any combination thereof relating to the New Fire Station. In the event any Third-Party Challenge, the Parties shall cooperate in defending against such challenge. The City shall promptly notify Developer of any Third-Party Challenge instituted against the City. Developer shall assist and cooperate with the City at Developer's own expense in connection with any Third-Party Challenge.

The City Attorney's Office may use its own legal staff or outside counsel in connection with defense of the Third-Party Challenge, at the City Attorney's sole discretion. Developer shall indemnify, defend, reimburse, and hold harmless the City for its actual costs in defense of the action or proceeding, including but not limited to the time and expenses of the City Attorney's (at the non-discounted rates then charged by the City Attorney's Office) and any consultants except to the extent that (1) the foregoing indemnification obligation is void or otherwise unenforceable under applicable law, (2) such Third-Party Challenge is the result of the sole negligence, willful misconduct, or fraud of any City Party, or (3) such Third-Party Challenge is the result a City Event of Default, to the extent Developer is the prevailing party in any legal action brought by Developer against the City for that City Event of Default. Developer shall have the right to receive monthly invoices for all City costs with respect to a Third-Party Challenge.

To the extent that any action, proceeding, challenge, or judgment is entered limiting Developer's right to proceed with the New Fire Station or any material portion thereof under this Agreement and Closing has not occurred, Developer may elect to terminate this Agreement by written notice thereof to the City, and upon any such termination (or, upon the entry of a judgment terminating this Agreement, if earlier), the parties will jointly seek to have the Third-Party Challenge dismissed, and Developer shall have no obligation to reimburse City defense costs that are incurred after the dismissal (other than, in the case of a partial termination by Developer, any defense costs with respect to the remaining portions of the Project). [[If any non-appealable action, proceeding, challenge, or judgment is entered limiting Developer's right to proceed with the New Fire Station or any material portion thereof under this Agreement occurs after Closing, then (a) if Project construction has not yet commenced, the parties shall exchange ownership of the Existing City Property and the 447 Battery Property, or (b) if Project construction has already commenced, the parties shall meet and confer to identify an outcome that retains the benefit of the bargain for both parties.]]

The filing of any Third-Party Challenge shall not delay or stop the development, processing, or construction of the New Fire Station unless the third party obtains a court order preventing the activity. This Section 3.5 shall survive any judgment invalidating all or any part of this Agreement until the expiration of the applicable statute of limitation or statute of repose for such Third-Party Challenge.

4. DESIGN AND CONSTRUCTION

4.1 **Construction Management**. The Construction Management Agreement sets forth for Developer's obligation to review and monitor the General Contractor's monthly construction cost reports of expenditures on the New Fire Station (the "**Construction Cost Report**"). The Construction Cost Report shall include any updates to the New Fire Station schedule, including critical path items. Notwithstanding anything stated to the contrary in this Agreement, following Closing, Developer is obligated to construct the New Fire Station regardless of the final cost to obtain the Additional Approvals and construct the New Fire Station ("**Project Cost**"), subject to City's obligation to pay for any City-Initiated Changes under the Construction Management Agreement.

4.2 **Compliance with Laws**. Developer shall use commercially reasonable efforts to cause each Project Contractor to remain fully informed of and comply with the applicable provisions of the Charter, Municipal Code, ordinances and regulations of the City and other local agencies having jurisdiction over the work, and all federal and state laws and regulations in any manner affecting its Project Contract, the performance of the work, or those persons engaged therein. Developer shall require compliance with, and shall use good faith efforts to ensure all construction and materials provided under the Project Contracts shall be in full accordance with the applicable provisions of the latest laws and requirements (to the extent applicable under the Development Agreement), as the same may be amended, updated or supplemented from time to time, of the Municipal Code sections specified in the Project Contracts, Americans with Disability Act Accessibility Guidelines, CAL-OSHA, the State Division of Industrial Safety of the Department of Industrial Relations, the Division of the State Architect – Access Compliance, the Public Utilities Commission of the State of California, the State Fire Marshal, the National Fire Protection Association, the San Francisco Department of Public Health, state and federal laws and regulations, and of other bodies or officials having jurisdiction or authority over same, and they shall be observed and complied with by Developer and any and all persons, firms and corporations employed by or under it. The City and its Agents may at any time, following written notice to Developer, enter upon any part of the work to ascertain whether such laws, ordinances, regulations or orders are being complied with, provided that the City shall have no obligation to do so under this Agreement and no responsibility for such compliance. Architect and General Contractor shall comply with the applicable provisions of San Francisco Administrative Code Chapter 6 that are incorporated into the Architect Contract and the Construction Contract, respectively. To the extent applicable to Developer, Developer shall comply with all laws including the applicable provisions of the Charter, Municipal Code, ordinances and regulations of the City and local agencies having jurisdiction over the work. Developer shall cause the New Fire Station to comply with all applicable laws as of the date of Final Completion (as defined in the Construction Management Agreement). Subject to Developer's obligation to cure any failure of its obligation in the foregoing sentence, Developer shall have no obligation to ensure the New Fire Station continues to remain in compliance with applicable laws after Final Completion.

4.3 **Labor Requirements**. Developer shall comply with requirements of the Workforce Agreement attached to the Development Agreement as Exhibit F in the performance of its obligations under this Agreement and the Construction Management Agreement. The Project Contracts shall also require compliance with the applicable requirements of the Workforce Agreement.

4.4 **Completion Date; Liquidated Damages**. As specified in the Form of Construction Contract, the Final Construction Contract shall require all work be substantially complete within nine hundred (900) consecutive calendar days following the Closing Date, subject to Unavoidable Delay, and (b) final completion of the work shall occur within sixty (60) consecutive calendar days after the date the City's Department of Building Inspection issues a temporary certificate of completion for the New Fire Station ("**TCO**"), subject to Unavoidable Delay.

In addition, as specified in the Form of Construction Contract unless otherwise agreed to by the City, the Final Construction Contract shall provide that time is of the essence in all matters relating to completion of the New Fire Station, and that the City will suffer financial loss if the work is not completed within the time frames set forth in this Section, plus any extensions allowed in accordance with the general conditions of the Final Construction Contract. Accordingly, the Final Construction Contract shall include liquidated damages (and not as a penalty) equal to $4,000 for each day of delay other than Unavoidable Delay (as such term shall be defined in the Construction Management Agreement) as the City's sole remedy for such delay, payable by the General Contractor to the City, for each calendar day of delay.

4.5 C**ompletion Guaranty**. Developer and City have agreed that on or before the Closing Date, Developer will cause The Related Companies, L.P., a New York limited partnership ("**Guarantor**"), to deliver a completion guaranty in favor of the City in the form attached hereto as Exhibit E (the "**Completion Guaranty**"), unless City, in its sole discretion, approves the delivery of the Completion Guaranty from a successor in interest to the Guarantor.

5. RESOLUTION OF CERTAIN DISPUTES

5.1 Binding Arbitration

(a) Arbitration Matters. Each of the following is an "**Arbitration Matter**" following written notice from one party to another party that a dispute exists as to such matter: (i) any proposed adjustment to the size of the New Fire Station under Section 3.3, (ii) the appropriateness, apportionment or amount of the cost of any City-Initiated Change or the City's failure to approve any Fire Station Design and Approval Cost Report, (iii) disputes under provisions set forth in sections or exhibits to this Agreement that call for arbitration, and (iv) the City's or Developer's failure to approve any matter in this Agreement for which it is required to act reasonably (following mediation on the matter, if either party invokes mediation to resolve the dispute), but expressly excluding the failure to approve the Final Construction Contract or any proposed Other Project Contract that would not comply with the requirements of this Agreement and require the approval of the Board of Supervisors, which shall not be an Arbitration Matter. Following the receipt of notice of an Arbitration Matter, the parties will have thirty (30) days (or such longer time as they may agree) to attempt to resolve the Arbitration Matter through informal discussions. Notwithstanding anything stated to the contrary in this Agreement, neither the determination of whether an Event of Default has occurred nor the available remedies following an Event of Default shall be an Arbitration Matter or be subject to the provisions of this Section 5.1.

(b) Arbitration Notice. If an Arbitration Matter is not resolved by discussion as set forth in this Section 5.1, then either party may submit the Arbitration Matter to a single qualified arbitrator at JAMS in the City ("**JAMS**") in accordance with the applicable rules of JAMS. The party requesting arbitration shall do so by giving notice to that effect to the other party or parties affected (the "**Arbitration Notice**"). The Arbitration Notice must include a summary of the issue in dispute and the reasons why the party giving the Arbitration Notice believes that the other party is incorrect or in breach.

(c) Selection of Arbitrator. The parties will cooperate with JAMS and with one another in selecting an arbitrator with appropriate expertise in the Arbitration Matter from a JAMS panel of neutrals, and in scheduling the arbitration proceedings as quickly as reasonably feasible. If the parties are not able to agree upon the arbitrator, then each will select one arbitrator, and the two selected arbitrators shall select a third arbitrator. The third arbitrator selected shall resolve such dispute in accordance with the laws of the State pursuant to the JAMS Streamlined Arbitration Rules and Procedures for disputes of $250,000 or less, and the JAMS Comprehensive Arbitration Rules and Procedures for disputes of more than $250,000 (as applicable, the "**Rules**").

(d) Arbitration Process. The parties shall bear their own attorneys' fees, costs and expenses during the arbitration proceedings, and each party shall bear one-half of the costs assessed by JAMS. The parties shall use good faith efforts to conclude the arbitration within sixty (60) days after selection of the arbitrator, and the arbitrator shall be requested to render a written decision and/or award consistent with, based upon and subject to the requirements of this Agreement as soon as reasonably possible in light of the matters in dispute. The arbitrator shall have no right to modify any provision of this Agreement. If a party chooses to submit any documents or other written communication to the arbitrator or JAMS, it shall deliver a complete and accurate copy to the other party at the same time it submits the same to the arbitrator or JAMS.

Neither party shall communicate orally with the arbitrator regarding the subject matter of the arbitration without the other party present.

(e) Final Determination. Subject to this Section 5.1, the parties will cooperate to provide all appropriate information to the arbitrator. The arbitrator will report his or her determination in writing, supported by the reasons for the determination. As part of that determination, the arbitrator shall have the power to determine which party or parties prevailed, wherein the prevailing party or parties shall recover all of their reasonable fees, costs and expenses (including the fees and costs of attorneys) from the non-prevailing party or parties, to be paid within forty-five (45) days after the final decision of the arbitrator with regard to such fees, costs and expenses, and the arbitrator shall also determine whether the time spent for the Arbitration Matter is to be treated as Unavoidable Delay. Except as provided in Sections 1286.2, 1286.4, 1286.6 and 1286.8 of the California Code of Civil Procedure, the determination by the arbitrator shall be conclusive, final and binding on the parties. Additionally, notwithstanding anything to the contrary contained in the Rules, (i) the arbitrator, in deciding any Claim, shall base his or her decision on the record and in accordance with this Agreement and applicable law, (ii) in no event shall the arbitrator make any ruling, finding or award that does not conform to the terms and conditions of this Agreement, is not supported by the weight of the evidence, or is contrary to statute, administrative regulations or established judicial precedents, (iii) the arbitration award shall be a factually detailed, reasoned opinion stating the arbitrator's findings of fact and conclusions of law, and (iv) any such arbitration shall be held in San Francisco, California, unless the parties mutually agree upon some other location. By agreeing to this provision, the parties are waiving all rights to a trial by judge or jury with respect to any Arbitration Matter. The arbitrator's decision and/or award may be entered as a judgment in any court having competent jurisdiction and shall constitute a final judgment as between the parties and in that court.

5.2 **Non-Binding Mediation**

(a) Mediation Matter. Each of the following is a "**Mediation Matter**" following written notice from one party to another party that a dispute exists as to such matter: (i) the a party's failure to reasonably approve the Final Construction Contract but excluding any disapproval of the Final Construction Contract or Other Project Contract by the Board of Supervisors to the extent such approval is required and (ii) the City's or Developer's failure to approve any other matter as to which it is required by this Agreement to be reasonable, but expressly excluding the City's disapproval of any proposed Other Project Contract that would not comply with the requirements of this Agreement and require the approval of the Board of Supervisors, which shall not be an Mediation Matter.

(b) Mediation Request. A party may request non-binding mediation by delivering a written request for mediation ("**Mediation Request**") to the other party. The Mediation Request must include a summary of the issue in dispute and the position of the parties, together with any backup information or documentation it elects to provide. Within fifteen (15) days after receipt of the Mediation Request, the responding party may agree to meet and confer promptly with the requesting party to attempt to resolve the matter. In the absence of such agreement, or if the meet and confer does not resolve the matter promptly, the party who requested approval may submit the matter for mediation to JAMS in the City and County of San Francisco.

(c) Selection of Mediator and Process. The parties will cooperate with JAMS and with one another in selecting a mediator from a JAMS panel of neutrals and in scheduling the mediation proceedings as quickly as feasible. The parties agree to participate in the mediation in good faith. Neither party may commence or if commenced, continue, a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session. The parties will each pay their own costs and expenses in connection with the mediation, and the party that requested mediation will pay all costs and fees of the mediator. Without limiting the foregoing,

the provisions of Sections 1115 through 1128 of the California Evidence Code, inclusive, will apply in connection with any mediation.

(d) Use of Evidence. The provisions of Sections 1152 and 1154 of the California Evidence Code will apply to all settlement communications and offers to compromise made during the mediation or arbitration.

6. PROPERTY EXCHANGE

6.1 **Timing**. Upon no less than sixty (60) days after Developer delivers written notice to the City that Developer wishes to proceed with the Closing in accordance with the provisions of Section 10.2(a), which shall be no later than the Anticipated Closing Date, and following satisfaction (or waiver) of the City's Conditions Precedent and Developer's Conditions Precedent on the Anticipated Closing Date (or on such other date to which the Closing shall be extended as provided in this Agreement) and subject to the terms, covenants and conditions of this Agreement, the Closing shall occur, and Developer shall cause the 447 Battery Property (as defined below) to be conveyed to City and the City shall convey the 530 Sansome Property (as defined below) to the Developer.

6.2 **Exchange Property**

(a) New City Property. The "**New City Property**" shall collectively mean the following:

(i) the real property consisting of the 447 Battery Property, with all improvements and fixtures on the 447 Battery Property (the "**Existing 447 Battery Improvements**");

(ii) the 447 Battery Owner's interest in any contracts that Developer and the City agree should be assigned by the 447 Battery Owner and assumed by the City at the Closing, if any;

(iii) any and all rights, privileges, and easements incidental or appurtenant to the 447 Battery Property or Existing 447 Battery Improvements, including, without limitation, any and all minerals, oil, gas and other hydrocarbon substances on and under the 447 Battery Property, as well as any and all development rights, air rights, water, water rights, riparian rights and water stock relating to the Existing City Property, and any and all easements, rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the 447 Battery Property or Existing 447 Battery Improvements, and any and all of the 447 Battery Owner's right, title and interest in and to all roads and alleys adjoining or servicing the 447 Battery Property (collectively, the "**447 Battery Appurtenances**");

(iv) [[all personal property owned by the 447 Battery Owner located on or in or used in connection with the 447 Battery Property or Existing 447 Battery Improvements as of the Closing Date, to the extent transferable to the City (the "**447 Battery Personal Property**")]]; and

(v) any intangible personal property owned by the 447 Battery Owner immediately prior to the Closing and used in the ownership, use or operation of the 447 Battery Property, Existing 447 Battery Improvements or 447 Battery Personal Property, to the extent assignable to the Developer (collectively, the "**447 Battery Existing Intangible Property**").

(b) The "**530 Sansome Property**" shall collectively mean the following:

(i) the real property consisting of the Existing City Property, as improved by the Existing Fire Station, and any other improvements and fixtures on the Existing City Property (the "**Existing 530 Sansome Improvements**");

(ii) the City's interest in any contracts that Developer and the City agree should be assigned by City and assumed by Developer at the Closing, if any;

(iii) any and all rights, privileges, and easements incidental or appurtenant to the Existing City Property or Existing 530 Sansome Improvements, including, without limitation, any and all minerals, oil, gas and other hydrocarbon substances on and under the Existing City Property, as well as any and all development rights, air rights, water, water rights, riparian rights and water stock relating to the Existing City Property, and any and all easements, rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the Existing City Property or Existing 530 Sansome Improvements, and any and all of the City's right, title and interest in its interest as fee owner of the Existing City Property in and to all roads and alleys adjoining or servicing the Existing City Property (collectively, the "**530 Sansome Appurtenances**");

(iv) all personal property owned by City located on or in or used in connection with the Existing City Property or Existing 530 Sansome Improvements as of the Closing Date, to the extent not removed by City prior to the Closing Date and transferable to the Developer (the "**530 Sansome Personal Property**"); and

(v) any intangible personal property owned by City as fee owner of the Existing City Property immediately prior to the Closing and used in the ownership, use or operation of the Existing City Property, Existing 530 Sansome Improvements or 530 Sansome Personal Property, to the extent assignable to the Developer (collectively, the "**530 Sansome Intangible Property**").

7. TITLE TO THE PROPERTIES

7.1 Conveyance of Title

(a) At the Closing, the City shall convey to the Developer, or its nominee (subject to such nominee's complying with the provisions of Section 15.3), fee simple title to the Existing City Property, the Existing 530 Sansome Improvements, and 530 Sansome Appurtenances, by duly executed and acknowledged quitclaim deed in the form attached hereto as Exhibit F-1 (the "**Existing City Property Deed**"), subject to the Accepted Developer Conditions of Title.

(b) At the Closing, Developer shall cause the 447 Battery Owner to convey to the City, or its nominee (subject to such nominee's complying with the provisions of Section 15.3), fee simple title to the 447 Battery Property, the Existing 447 Battery Improvements, and 447 Battery Appurtenances by duly executed and acknowledged quitclaim deed in the form attached hereto as Exhibit F-2 (the "**447 Battery Property Deed**"), subject to the Accepted City Conditions of Title.

(c) If the Title Company is not able to issue the Developer Title Policy or the City Title Policy because the Existing City Property Deed or the 447 Battery Property Deed is on the form of a quitclaim deed, the Existing City Property Deed and the 447 Battery Property Deed will be changed to be a customary grant deed.

7.2 Title Insurance.

(a) Delivery of title in accordance with Section 7.1(a) shall be evidenced by the commitment of Commonwealth Land Title Insurance Company ("**Title Company**") to issue to

Developer, or its nominee, an ALTA extended coverage owner's policy of title insurance (2021 Form) (the "**Developer Title Policy**") in an amount to be mutually agreed upon by the Developer and the City on or before Closing Date, insuring fee simple title to the Existing City Property, Existing 530 Sansome Improvements, and 530 Sansome Appurtenances in the Developer, or its nominee, free of the liens of any and all deeds of trust, mortgages, assignments of rents, financing statements, creditors' claims, rights of tenants or other occupants, and all other exceptions, liens and encumbrances, except for (i) [[a lien not yet due and payable for property taxes for the fiscal year in which the Closing occurs]], (ii) the exceptions listed in Exhibit H-1, and (iii) any other exceptions approved in writing by Developer before the Closing or caused by the acts of Developer or its Agents (the "**Accepted Developer Conditions of Title**"). The Developer Title Policy shall provide full coverage against mechanics' and materialmen's liens and shall contain an affirmative endorsement that there are no violations of restrictive covenants affecting the Existing City Property and such special endorsements as the Developer may reasonably request.

(b) Delivery of title in accordance with Section 7.1(b) shall be evidenced by the commitment of the Title Company to issue to City, or its nominee, an ALTA extended coverage owner's policy of title insurance (2021 Form) (the "**City Title Policy**") in an amount to be mutually agreed upon by the Developer and the City on or before Closing Date, insuring fee simple title to the 447 Battery Property, Existing 447 Battery Improvements, and 447 Battery Appurtenances in the City, or its nominee, free of the liens of any and all deeds of trust, mortgages, assignments of rents, financing statements, creditors' claims, rights of tenants or other occupants, and all other exceptions, liens and encumbrances, except for (i) [[a lien not yet due and payable for property taxes for the fiscal year in which the Closing occurs]], (ii) the exceptions listed in Exhibit G, and (iii) any other exceptions approved in writing by City before the Closing or caused by the acts of City or its Agents (the "**Accepted City Conditions of Title**"). The City Title Policy shall provide full coverage against mechanics' and materialmen's liens and shall contain an affirmative endorsement that there are no violations of restrictive covenants affecting the 447 Battery Property and such special endorsements as the City may reasonably request.

7.3 **Bill of Sale**. At the Closing, City shall transfer title to the 530 Sansome Personal Property to Developer by bill of sale in the form mutually approved by the parties (the "**Existing City Property Bill of Sale**"), such title to be free of any liens, encumbrances or interests. [[At the Closing, Developer shall cause the 447 Battery Owner to convey to the City or its nominee (subject to such nominee's complying with the provisions of Section 15.3), the 447 Battery Personal Property by bill of sale in substantially the form attached to the 447 Battery Purchase Agreement as Exhibit F (the "**447 Battery Bill of Sale**").]]

7.4 **Assignment of Contracts and Intangibles.**

(a) At the Closing, City shall transfer title to the 530 Sansome Intangible Property to Developer by an assignment in the form mutually approved by the parties (the "**City Assignment of Intangible Property**") and Developer shall cause title to the 447 Battery Intangible Property to be transferred to the City by an assignment in the form mutually approved by the parties (the "**Assignment of 447 Battery Intangible Property**").

(b) Concurrently with City's issuance of written confirmation of Final Completion to Developer under the Construction Management Agreement, Developer shall take the following actions:

(i) transfer title to the New Fire Station intangible property to the City in the form mutually approved by the parties (the "**Assignment of New Fire Station Intangible Property**");

(ii) assign to the City of all of Developer's rights, title and interest in contracts that are not Project Contracts, but were approved by the City during the term of this Agreement and that Developer and the City expressly agree should be assigned to the City at that time (collectively, the "**Assumed Contracts**") by an assignment in the form mutually approved by the parties (the "**Developer Assignment of Assumed Contracts**");

(iii) assign to the City of all of Developer's rights, title and interest in the Project Contracts, together with all warranties and guarantees under the Project Contracts, and without further consent of or additional payment to any of the Project Contractors, as set forth in the Construction Management Agreement by an assignment in the form mutually approved by the parties (the "**Developer Assignment of Project Contracts**"); and

(iv) terminate any other contracts or agreements for the Fire Station Project or the New Fire Station that are not agreed to be assumed by City, without any liability to City.

(c) During the term of this Agreement, Developer shall use commercially reasonable efforts to monitor and enforce all of Developer's rights under the Assumed Contracts and the Project Contracts, and shall notify the City as soon as it learns of any material default or material work defect or deficiency.

(d) This Section shall survive the expiration or earlier termination of this Agreement.

8. DUE DILIGENCE INVESTIGATIONS; RELEASE

8.1 Due Diligence Materials and Representations

(a) Developer's Affiliate entered the 447 Battery Purchase Agreement on May 7, 2024, and in connection therewith, Developer has performed standard due diligence regarding the physical, environmental, and title condition of the 447 Battery Property and obtained or procured various environmental reports, studies, surveys, tests and assessments; soils and geotechnical reports; site plans; and inspection reports by engineers or other licensed professionals (collectively, the "**Developer Documents**"). Developer represents and warrants that it has determined the physical, environmental and title condition of the 447 Battery Property is suitable for the construction of the Fire Station Project as required in this Agreement and the Construction Management Agreement for its intended use for the New Fire Station, and to the Developer's actual knowledge, the 447 Battery Property does not have any physical, environmental or title condition that will increase City's customary costs to operate a fire station. Developer further represents and warrants that, to Developer's actual knowledge (as defined in Section 12.2), all of the material Developer Documents in Developer's possession are listed in Exhibit I, and, to Developer's actual knowledge, Developer has delivered to City or made available for City inspection true and complete copies of the Developer Documents listed in Exhibit I prior to the Effective Date. City agrees that it has had the opportunity to review all Developer Documents delivered as of the Effective Date; provided, however, that Developer acknowledges and agrees that City is relying on Developer's review of the Developer Documents and due diligence inspections. At the Closing, Developer shall assign, and cause Developer's Affiliate to assign (in each case to the extent assignable) to the City all of Developer and Developer's Affiliate's rights, warranties, guaranties, and interests in the Developer Documents to the extent they relate to the 447 Battery Property or the Fire Station Project.

(b) Developer acknowledges that it has received copies of preliminary reports for the Existing City Property by Ticor Title Company of California for Order No. 00580887-988 dated September 20, 2019, as amended October 8, 2019, dated June 12, 2020, and amended June 24, 2020, and dated April 9, 2025, and amended April 21, 2025 (the "**City Documents**"). City represents and warrants that, to City's actual knowledge, the City Documents and the documents

listed as Item Nos. 3 and 4 in Exhibit J are the only material documents in possession of the Director of Property with respect to the condition of the Existing City Property, and the documents listed as Item No. 3 in Exhibit J are true and complete copies.

8.2 **Prior Diligence**

(a) Developer acknowledges and agrees that City is relying on Developer's investigation of the physical, environmental and title condition of the 447 Battery Property and Developer's determination that the 447 Battery Property is suitable for the construction of the Fire Station Project and its intended use for the New Fire Station. Developer agrees to keep the City informed of any and all matters of significance with respect to the 447 Battery Property between the Effective Date and the Closing Date. Developer further agrees to provide such additional information relating to the 447 Battery Property that is specifically and reasonably requested by the City from time to time, to the extent Developer or Developer's Affiliate actually possesses or has knowledge of such information. Developer hereby agrees to indemnify and hold City harmless from any claims or losses arising from any party claiming relocation or other benefits with respect to any leases described in the 447 Battery Purchase Agreement ("**Leases**") or any other agreement for the use or occupancy of the 447 Battery Property, except to the extent such claims or losses arise from any City communications informing that party that City will provide such relocation or other benefits.

(b) Developer agrees that is has had a full opportunity to investigate the Existing City Property, either independently or through agents of the Developer's own choosing, including, without limitation, the opportunity to conduct such appraisals, inspections, tests, audits, verifications, inventories, investigations and other due diligence regarding the economic, physical, environmental, title and legal conditions of the Existing City Property as Developer deemed fit, as well as the suitability of the Existing City Property for the Tower.

(c) Developer has approved the conditions of the Existing City Property existing as of the Effective Date. City agrees to keep Developer informed of any and all matters of significance with respect to the Existing City Property during the period between the Effective Date and Closing Date. City further agrees to provide such additional information relating to the Existing City Property that is specifically and reasonably requested by Developer from time to time, to the extent the City actually possesses or has knowledge of such information.

(d) The Developer hereby agrees to indemnify and hold City harmless from any damage or injury to persons or property caused by the actions or inactions of Developer or its Agents during it due diligence entries onto the Existing City Property or by the actions or inactions of Developer, Developer's Affiliate, or their respective Agents during their due diligence entries onto the 447 Battery Property, except to the extent such damage or injury is caused by the acts or omissions of City or any of its Agents. The foregoing indemnity for damage to the Existing City Property shall not include any claims resulting from the discovery or disclosure of pre-existing environmental conditions except to the extent the Developer aggravates any pre-existing environmental conditions on, in, under or about the Existing City Property. The provisions of this Section shall survive Closing and any termination of this Agreement for the applicable statute of limitations.

8.3 **City Release**. By providing Developer with written confirmation of Final Completion under the Construction Management Agreement, the City shall be deemed to have made its own independent investigation of the 447 Battery Property, the Developer Documents and the presence of any Hazardous Materials in or on the 447 Battery Property as City deems appropriate. Accordingly, subject to the representations and warranties of Developer expressly set forth in Section 12.2, the City, on behalf of itself and all of its officers, directors, shareholders, employees, representatives and affiliated entities (collectively, the "City Releasers") hereby,

effective concurrently with delivery of such written confirmation, expressly waives and relinquishes any and all rights and remedies the City Releasers may now or hereafter have against Developer, its affiliates (including Developer's Affiliate), their investors and lenders, each of their respective successors and assigns, and each of their respective partners, shareholders, officers and/or directors (the "**Developer Parties**"), whether known or unknown, which may arise from or be related to (a) the Developer Documents, (b) the physical condition, quality, quantity and state of repair of the 447 Battery Property and the prior operation of the same, (d) the 447 Battery Property's compliance or lack of compliance with any federal, state or local laws or regulations, and (e) any past or present existence of Hazardous Materials in or on the 447 Battery Property or with respect to any past or present violation of any rules, regulations or laws, now or hereafter enacted, regulating or governing the use, handling, storage or disposal of Hazardous Materials in or around the 447 Battery Property, including, without limitation, (i) any and all rights and remedies the City Releasers may now or hereafter have under the Comprehensive Environmental Response Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, and the Toxic Substance Control Act, all as amended, and any similar state, local or federal environmental law, rule or regulation, and (ii) any and all claims, whether known or unknown, now or hereafter existing, with respect to the 447 Battery Property under Section 107 of CERCLA (42 U.S.C.A. §9607).

8.4 **Developer Release**. By proceeding with the Closing, Developer shall be deemed to have made its own independent investigation of the Existing City Property and the presence of any Hazardous Materials in or on the Existing City Property as Developer deems appropriate and all matters related to the Approvals and Additional Approvals. Accordingly, subject to the representations and warranties of City expressly set forth in Section 12.3, Developer, on behalf of itself and all of its officers, directors, shareholders, employees, representatives and affiliated entities (collectively, the "**Developer Releasers**"), effective concurrently with the Closing, expressly waives and relinquishes any and all rights and remedies the Developer Releasers may now or hereafter have against the City, its successors and assigns, officers, members, commissioners and/or employees (the "**City Parties**"), whether known or unknown, which may arise from or be related to (a) the acts or omissions prior to the Closing Date by City in its proprietary capacity with respect to Approvals and Additional Approvals, (b) the physical condition, quality, quantity and state of repair of the Existing City Property and the prior management and operation of the Existing City Property, (c) the Existing City Property's compliance or lack of compliance with any federal, state or local laws or regulations (including, without limitation, the failure of City to comply with any energy disclosure requirements), and (d) any past or present existence of Hazardous Materials in or on the Existing City Property or with respect to any past or present violation of any rules, regulations or laws, now or hereafter enacted, regulating or governing the use, handling, storage or disposal of Hazardous Materials in or around the Existing City Property, including, without limitation, (i) any and all rights and remedies the Developer Releasers may now or hereafter have under the Comprehensive Environmental Response Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, and the Toxic Substance Control Act, all as amended, and any similar state, local or federal environmental law, rule or regulation, and (ii) any and all claims, whether known or unknown, now or hereafter existing, with respect to the Existing City Property under Section 107 of CERCLA (42 U.S.C.A. §9607).

8.5 **General Release Under Section 1542.** WITH RESPECT TO THE RELEASES IN SECTION 8.3 AND SECTION 8.4, CITY, ON BEHALF OF ITSELF AND THE OTHER CITY RELEASERS, AND DEVELOPER, ON BEHALF OF ITSELF AND THE OTHER DEVELOPER RELEASERS, EACH ACKNOWLEDGE THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH IS SET FORTH BELOW:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

BY INITIALING BELOW, THE CITY, ON BEHALF OF ITSELF AND THE OTHER CITY RELEASERS, AND DEVELOPER, ON BEHALF OF ITSELF AND THE OTHER DEVELOPER RELEASERS, WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS THAT ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES.

City's Initials: _____ Developer's Initials: _____

THE FOREGOING WAIVERS, RELEASES AND AGREEMENTS SHALL SURVIVE THE CLOSING AND RECORDATION OF THE EXISTING CITY PROPERTY DEED AND THE 447 BATTERY PROPERTY DEED (WITHOUT LIMITATION) AND SHALL NOT BE DEEMED MERGED INTO EXISTING CITY PROPERTY DEED OR 447 BATTERY PROPERTY DEED UPON THEIR RECORDATION. THE FOREGOING RELEASES SHALL NOT APPLY TO ANY RIGHTS THE PARTIES MAY HAVE UNDER THIS AGREEMENT TO THE EXTENT SUCH RIGHTS EXPRESSLY SURVIVE THE CLOSING, OR AGAINST GENERAL CONTRACTOR OR ARCHITECT UNDER THE TERMS OF THE CONSTRUCTION CONTRACT OR THE ARCHITECT CONTRACT.

9. CLOSING CONDITIONS

9.1 **City's Conditions to Closing.** The following are conditions precedent to the City's obligation to consummate the Closing, as provided under this Agreement (the "**City's Conditions Precedent**"):

(a) All Additional Approvals necessary to commence construction of the New Fire Station have been granted and are final, binding, and non-appealable and Developer shall have provided City with commercially-reasonable documentation that Developer's loan for the construction of the Project has closed or will close concurrently with Closing.

(b) The parties shall have approved the Final Construction Contract, and a resolution or ordinance approving the Final Construction Contract by the City's Board of Supervisors shall be effective if such approval is required under Section 2.2.

(c) Commonwealth Land Title Insurance Company shall be irrevocably committed to issue the City Title Policy as of the Closing Date to City or its nominee, and there shall be no liens encumbering the 447 Battery Property other than the Accepted City Conditions of Title.

(d) The 447 Battery Purchase Agreement shall be in full force and effect, and all conditions precedent to the obligations of Developer's Affiliate to purchase the 447 Battery Property and for the 447 Battery Owner to sell the 447 Battery Property under Articles 4 and 5 of the 447 Battery Purchase Agreement shall have been fully satisfied, and City shall have received a photocopy of all consents and approvals required by 447 Battery Owner under Section 4.7 of the 447 Battery Purchase Agreement;

(e) City shall have received commercially reasonable evidence that the Leases have expired and there are no parties with rights to occupy or use the 447 Battery Property, and the

Developer's Affiliate and the 447 Battery Owner shall have performed their obligations under Article 6 and Section 8.5 of the 447 Battery Purchase Agreement.

(f) There shall be no event of default or any matter that, with the passage of time or notice, will be an event of default by Developer's Affiliate or the 447 Battery Owner under the 447 Battery Purchase Agreement.

(g) Developer's delivery of an ALTA survey of the 447 Battery Property prepared by a licensed surveyor (the "**Survey**"). The Survey shall be reasonably acceptable to, and certified to, the City and Commonwealth Land Title Insurance Company and in sufficient detail for Commonwealth Land Title Insurance Company to provide the City Title Policy without any boundary, encroachment or survey exceptions that would have a Material Adverse Effect.

(h) Without the City's approval (not to be unreasonably withheld), and except as otherwise expressly permitted under this Agreement, there shall be no contracts, liens, occupancy rights, or any other 447 Battery Property obligations that will be binding upon City after Closing other than the Project Contracts and the Accepted City Conditions of Title.

(i) Developer shall have deposited the original duly executed Completion Guaranty to City in Escrow.

(j) The parties shall have mutually agreed to the amount of the Developer Title Policy and City Title Policy.

(k) There shall be no change in the physical and environmental condition of the 447 Battery Property since the Effective Date that would have a Material Adverse Effect.

(l) No Developer Event of Default shall exist (and no notice of default shall have been given by the City that remains uncured) and all of Developer's representations and warranties contained in or made pursuant to this Agreement shall be true and correct in all material respects or, if such is not the case, such failure does not have a Material Adverse Effect. At the Closing, Developer shall deliver to the City a certificate in the form attached as Exhibit K certifying whether each of Developer's representations and warranties contained in this Agreement continue to be true and correct as of the Closing Date.

(m) Developer shall have delivered all documents and monies to Escrow required for the Closing, including delivery of the closing documents required to be delivered in accordance with this Agreement by Developer.

(n) There shall be no litigation or administrative agency or other governmental proceeding that has been filed or credibly threatened against Developer, the Existing City Property, the 447 Battery Property or this Agreement and could have a Material Adverse Effect after the Closing.

The City's Conditions Precedent contained in this Section 9 are solely for the benefit of City. If any City's Condition Precedent is not satisfied, the City shall have the right in its sole discretion to waive in writing the City's Condition Precedent in question and proceed with the Closing. The waiver of any City's Condition Precedent shall not relieve Developer of any liability or obligation with respect to any covenant or agreement of Developer, except that, if the Closing occurs, any breached representation or warranty for the Closing of which City has knowledge as of the Closing shall not survive the Closing.

If the sale of the 447 Battery Property is not consummated because of an Event of Default by Developer or if a City's Condition Precedent cannot be fulfilled because Developer or

Developer's Affiliate frustrated such fulfillment by some bad faith act or bad faith omission, the City may exercise all rights and remedies available, following applicable notice and cure periods, as set forth in, and subject to the provisions of, Section 10.6.

9.2 **Developer's Conditions to Closing.** The following are conditions precedent to the Developer's obligation to consummate the Closing, as provided under this Agreement (the "**Developer's Conditions Precedent**", and together with the City's Conditions Precedent, the "**Conditions Precedent**"):

(a) All Additional Approvals necessary to commence construction of the New Fire Station have been granted and are final, binding, and non-appealable.

(b) All Later Approvals (as defined in the Development Agreement) necessary to commence construction of the Tower in accordance with the Development Agreement shall have been granted and are final, binding, and non-appealable.

(c) There shall be no change in the physical and environmental condition of the Existing City Property since the Effective Date that would have a Material Adverse Effect.

(d) The parties' agreement as to the amount of the Developer Title Policy and City Title Policy.

(e) The Title Company's commitment to issue to the Developer or its permitted nominee the Developer Title Policy as of the Closing Date.

(f) The parties' approval of the Final Construction Contract.

(g) No City Event of Default shall exist (and no notice of default shall have been given by Developer that remains uncured) and all of the City's representations and warranties contained in or made pursuant to this Agreement shall be true and correct in all material respects or, if such is not the case, such failure does not have a Material Adverse Effect. At the Closing, the City shall deliver to Developer a certificate in the form attached as Exhibit L certifying whether each of the City's representations and warranties contained in this Agreement continue to be true and correct as of the Closing Date.

(h) The City shall have delivered all documents to Escrow required for the Closing, including delivery of the closing documents required to be delivered in accordance with this Agreement by the City.

(i) There shall be no litigation or administrative agency or other governmental proceeding that has been filed against the City, the 447 Battery Property, the Existing City Property or this Agreement which after the Closing could have a Material Adverse Effect.

(j) The 447 Battery Purchase Agreement shall be in full force and effect, and all conditions precedent to the obligations of Developer's Affiliate to purchase the 447 Battery Property and for the 447 Battery Owner to sell the 447 Battery Property under Articles 4 and 5 of the 447 Battery Purchase Agreement shall have been fully satisfied, and Developer's Affiliate shall have received a photocopy of all consents and approvals required by 447 Battery Owner under Section 4.7 of the 447 Battery Purchase Agreement;

(k) All the Leases shall have expired and there are no parties with rights to occupy or use the 447 Battery Property, and the Developer's Affiliate and the 447 Battery Owner shall have performed their obligations under Article 6 and Section 8.5 of the 447 Battery Purchase Agreement.

(l) There shall be no event of default or any matter that, with the passage of time or notice, will be an event of default by Developer's Affiliate or the 447 Battery Owner under the 447 Battery Purchase Agreement.

(m) The Developer shall have received all regulatory approvals required from City to -merge the Existing City Property and Existing Developer Property and create condominium parcels on the merged property as of the Closing Date.

The Developer's Conditions Precedent contained in this Section 9.2 are solely for the benefit of Developer. If any Developer's Conditions Precedent is not satisfied, the Developer shall have the right in its sole discretion to waive in writing the Developer's Conditions Precedent in question and proceed with the Closing, as applicable, as contemplated hereunder. The waiver of any Developer's Conditions Precedent shall not relieve City of any liability or obligation with respect to any covenant or agreement of City, except that, if the Closing occurs, any breached representation or warranty of which Developer has knowledge as of the Closing will be deemed waived and shall not survive the Closing.

If the transfer of the fee estate in the Existing City Property is not consummated because of a City Event of Default or if a Developer's Condition Precedent cannot be fulfilled because the City frustrated such fulfillment by some bad faith act or bad faith omission, Developer may exercise all rights and remedies available, following applicable notice and cure periods, as set forth in Section 10.6.

For purposes of this Agreement, "**Material Adverse Effect**" shall mean any item or occurrence that (i) for the City, has a material adverse effect on the value of the 447 Battery Property or a material adverse effect on the condition of, or City's operation of, the New Fire Station, unless Developer elects at its sole discretion (with no obligation to so elect) to fully mitigate such adverse effect at its sole cost, or the item or occurrence would affect Developer's ability to timely complete the Fire Station Project, (ii) for the Developer, if the same will cause the Project Cost to exceed the Project Budget, unless the City elects (with no obligation to so elect) to pay for such excess amount, or the same has a material adverse effect on the value of the Existing City Property or the ability of the Developer to develop and/or own and operate the Tower, or (iii) for both parties, has a material adverse effect on that party's ability to perform its obligations under this Agreement.

9.3 **Cooperation**. Developer and City shall cooperate with each other and do all acts as may be reasonably requested, except (i) Developer shall not be required to pay any third party cost for a City-Initiated Change, which shall be paid by City under the Construction Management Agreement, and (ii) neither party shall be required to incur any liability or potential liability as a result of such cooperation) by the other or as reasonably needed or expected to fulfill the Conditions Precedent including, without limitation, execution of any documents, applications or permits. Developer's representations and warranties to the City shall not be affected or released (except as expressly provided above) by the City's waiver or fulfillment of any City's Condition Precedent and City's representations and warranties to Developer shall not be affected or released (except as expressly provided above) by the Developer's waiver or fulfillment of any Developer's Condition Precedent.

10. ESCROW AND CLOSING

10.1 **Opening of Escrow**. No less than forty-five (45) days prior to the date scheduled for Closing, the parties shall open escrow by depositing an executed counterpart of this Agreement with Title Company, and this Agreement shall serve as instructions to Title Company as the escrow holder for consummation of the transactions contemplated hereby. Developer and City agree to

execute such additional or supplementary instructions as may be appropriate to enable the escrow holder to comply with the terms of this Agreement and close the transactions contemplated under this Agreement, as well as the Close of Escrow under the 447 Battery Purchase Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any additional supplementary instructions, the terms of this Agreement shall control.

10.2 **Anticipated Closing Date**

(a) Closing. The transfer of the 530 Sansome Property to Developer and the New City Property to City as contemplated in this Agreement (the "**Closing**") shall be held and delivery of all items to be made at the Closing under the terms of this Agreement shall be made, at the offices of Title Company on a date (the "**Anticipated Closing Date**") that is between the Effective Date and May 7, 2028 (the "**Outside Closing Date**"). The Developer shall select the Anticipated Closing Date (as the same may be extended pursuant to this subsection with the mutual written consent of the parties or for Unavoidable Delay), provided that the Developer shall provide City with at least [sixty (60) days'] prior written notice of the Anticipated Closing Date (which notice shall include a copy of the duly issued Option Exercise Notice under the 447 Battery Purchase Agreement), or such other date as may be mutually agreed upon in writing by the parties in their sole discretion. Notwithstanding the foregoing, Developer shall have the right to extend the Anticipated Closing Date for a reasonable period of time to the extent that such Anticipated Closing Date is delayed due to an Unavoidable Delay. The actual date that the Closing occurs shall be hereinafter referred to as the "**Closing Date**".

The parties acknowledge that the term of the option under the 447 Battery Purchase Agreement is currently set to expire at 11:59 P.M. (Pacific Time) on May 7, 2028 and that under no circumstances shall the Closing Date occur after such date, unless the parties separately agree in writing to have Developer seek an extension of the option term under the 447 Battery Purchase Agreement and Developer is successful in negotiating such extension (to the date mutually agreed by the parties) with the 447 Battery Owner. The cost of any such extension shall be at Developer's sole cost unless City has agreed to pay for such cost as a City-Initiated Change under the Construction Management Agreement.

10.3 **Developer's Delivery of Documents and Funds**. At or before the Closing, Developer shall deliver through escrow to the City, or its nominee, the following:

(i) four (4) duly executed original and counterpart of the Assignment of 447 Battery Intangible Property and the City Assignment of Intangible Property;

(ii) an original 447 Battery Property Deed, duly executed by the 447 Battery Owner and acknowledged;

(iii) an original 447 Battery Bill of Sale, duly executed by the 447 Battery Owner;

(iv) cash in an amount no less than all applicable closing and escrow costs, which are all to be paid by Developer;

(v) originals or copies of the Developer Documents, and any other items relating to the 447 Battery Purchase Agreement or the ownership or operation of the 447 Battery Property not previously delivered to City;

(vi) a duly executed original of the Completion Guaranty;

(vii) the duly executed certificate in the form of Exhibit K attached hereto regarding the accuracy of the Developer's representations and warranties as required by Section 9.1(l) hereof;

(viii) a closing statement in form and content satisfactory to the City and Developer, executed by Developer;

(ix) such resolutions, authorizations, or other documents or agreements relating to Developer as City or the Title Company may reasonably require to demonstrate the authority of Developer to enter into this Agreement and consummate the transactions contemplated hereby (including, without limitation, such title affidavits and indemnities as Title Company may require to issue the Developer Title Policy, and such proof of the power and authority of the individuals executing any documents or other instruments on behalf of Developer to act for and bind Developer);

(x) a duly executed original counterpart of the Construction Management Agreement; and

(xi) a properly executed affidavit pursuant to Section 1445(b)(2) of the Federal Tax Code, in the form attached hereto as Exhibit M, and on which Developer is entitled to rely, that City is not a "foreign person" within the meaning of Section 1445(f)(3) of the Federal Tax Code.

10.4 **City's Delivery of Documents**. At or before the Closing, the City shall deliver to Developer through escrow the following:

(i) an original, duly executed and acknowledged Existing City Property Deed;

(ii) an original and duly executed counterpart of the Existing City Property Bill of Sale;

(iii) an original and duly executed counterpart of the City Assignment of Intangible Property;

(iv) an original acceptance of the 447 Battery Property Deed, executed by the Director of Property;

(v) a duly executed original counterpart of the Assignment of Contracts under the 447 Battery Purchase Agreement, to the extent that City has elected to assume any existing contracts affecting the 447 Battery Property;

(vi) the duly executed certificate in the form of Exhibit L attached hereto regarding the accuracy of the City's representations and warranties as required by Section 9.2(g) hereof;

(vii) a properly executed affidavit pursuant to Section 1445(b)(2) of the Federal Tax Code, in the form attached hereto as Exhibit M, and on which Developer is entitled to rely, that City is not a "foreign person" within the meaning of Section 1445(f)(3) of the Federal Tax Code;

(viii) a closing statement in form and content satisfactory to the City and Developer, executed by City; and

(ix) such resolutions, authorizations, or other documents or agreements relating to City as Developer or the Title Company may reasonably require to demonstrate the authority of City to enter into this Agreement and consummate the transactions contemplated hereby, and such proof of the power and authority of the individuals executing any documents or other instruments on behalf of City to act for and bind City; and

(x) a duly executed original counterpart of the Construction Management Agreement.

10.5 **Other Documents; Funds**. Developer and City shall each deposit such other instruments as are reasonably required by Title Company as escrow holder or otherwise required to close the Escrow and consummate the transactions contemplated hereunder for the Closing in accordance with the terms hereof. For avoidance of doubt, Developer and City agree to cooperate with and cause the Title Company cooperate with Commonwealth Land Title Company so as to facilitate the Closing under this Agreement and the close of escrow under the 447 Battery Purchase Agreement at the same time. All amounts payable under this Agreement, shall, except as may be otherwise provided in this Agreement, be paid in legal tender of the United States of America, in cash or by wire transfer of immediately available funds to Title Company, as escrow agent.

10.6 **Default and Remedies**

(a) Default. The City and Developer agree to use good faith efforts to amicably resolve any disputes that may arise concerning the performance by either party of their obligations under this Agreement. If the parties are not able to resolve any dispute (not including Arbitration Matters), either party can refer the matter to nonbinding mediation in accordance with Section 5.2. If the parties cannot resolve a dispute through such mediation, or if neither party initiates mediation within ten (10) days of notification of the dispute, then the party alleging a breach or default by the other shall send to the other party a notice of default. Any notice of default given by a party shall specify the nature of the alleged default and, where appropriate, the manner in which the default may be satisfactorily cured (if at all). The following shall constitute a default or breach of this Agreement (subject to expiration of all notice and cure periods as set forth below and subject to the limitations set forth below):

(i) the failure to make any payment (between the parties only) within sixty (60) days following written notice that such payment was not made when due and demand for compliance;

(ii) the appointment of a receiver to take possession of all or substantially all of the assets of a party (but not a receiver appointed at the request of the other party), or an assignment for the benefit of creditors, or any action taken or suffered by a party under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, if any such receiver, assignment or action is not released, discharged, dismissed or vacated within sixty (60) days;

(iii) a failure to abide by the judgment or decision of the arbitrator following any arbitration under Section 5.1, and such failure continues for thirty (30) days following written notice, plus any additional time necessary to appeal any arbitration decision to the extent permitted in Section 5.1(e) herein;

(iv) a breach of a material representation or warranty under this Agreement, which breach is not or cannot be corrected by the breaching party within sixty (60) days following notice;

(v) a transfer or attempted transfer or assignment of a party's rights or obligations under this Agreement without the prior consent of the other party (except as expressly

permitted under this Agreement, such as any transfer to a lender permitted under Section 15.12(b)), and the failure to cancel or reverse the transfer or assignment within sixty (60) days following written notice and demand for compliance; and

(vi) the failure to perform or fulfill any other material term, provision, obligation, or covenant of this Agreement or the Construction Management Agreement, and the continuation of such failure for a period of sixty (60) days following written notice and demand for compliance, or if such obligation cannot reasonably be cured within sixty (60) days, then the party fails to initiate the cure within thirty (30) days and diligently prosecutes the same to completion within such time as is reasonably required.

Notwithstanding anything to the contrary above, the items listed in clauses (ii) and (iii) above shall not be subject to mediation under Section 5.2 and there will be no cure periods beyond the time periods listed above. For purposes of this Agreement, (1) "**City Event of Defaul**t" shall mean the occurrence of any of the events in Sections 10.6(a) by City; and (2) "**Developer Event of Default**" shall mean the occurrence of any of the events in Section 10.6(a) by Developer; provided, however, notwithstanding the foregoing, neither City nor Developer shall be in default of this Agreement unless the notice and cure period set forth above in this Section 10.6(a) shall have expired (regardless whether the default or breach is curable).

(b) Remedies.

(i) City Remedies Upon Developer Event of Default. Upon the occurrence of a Developer Event of Default, the City shall have as its sole and exclusive remedy the right to elect one of the following:

(A) to terminate this Agreement, and bring an action against Developer for actual damages, expressly excluding special, indirect, consequential, remote, incidental or punitive damages or damages for lost profits or opportunities; provided, however, under no circumstances shall Developer's liability for any damages incurred by the City in connection with one or more Developer Events of Default exceed, in the aggregate, the sum of $10,000,000 (and, for the breach of a representation or warranty, shall not exceed $1,000,000 as set forth in Section 15.5), or

(B) to bring a suit for specific performance provided that any suit for specific performance must be brought within sixty (60) days following the occurrence of the Developer Event of Default.

(ii) Developer Remedies Upon City Event of Default. Upon the occurrence of a City Event of Default, Developer shall have as its sole and exclusive remedy the right to elect one of the following:

(A) to terminate this Agreement, and bring an action against the City for actual damages expressly excluding special, indirect, remote, incidental or punitive damages or damages for lost profits or opportunities; provided, however, under no circumstances shall City's liability for any damages incurred by the Developer in connection with one or more City Events of Default exceed, in the aggregate, the sum of $10,000,000 (and, for the breach of a representation or warranty, shall not exceed $1,000,000 as set forth in Section 15.5), or

(B) to bring a suit for specific performance provided that any suit for specific performance must be brought within sixty (60) days following the occurrence of the City Event of Default.

(c) No Personal Liability. Notwithstanding anything to the contrary in this Agreement, (i) no individual board member, director, commissioner, officer, employee, official or agent of the City, direct or indirect, shall be personally liable to Developer in the event of any City Event of Default, or for any amount which may become due to Developer under this Agreement, and (ii) no individual board member, director, officer, employee, official, partner, member, employee or agent of Developer, direct or indirect, shall be personally liable to the City in the event of any Developer Event of Default or for any amount which may become due to the City under this Agreement.

10.7 **Title Company as Real Estate Reporting Person**. Section 6045(e) of the United States Internal Revenue Code of 1986 and the regulations promulgated thereunder (collectively, the "Reporting Requirements") require that certain information be made to the United States Internal Revenue Service, and a statement to be furnished to City, in connection with the Closing. Developer and City agree that if the Closing occurs, Title Company will be the party responsible for closing the transactions contemplated in this Agreement and is hereby designated as the real estate reporting person (as defined in the Reporting Requirements) for such transaction. Title Company shall perform all duties required of the real estate reporting person for the Closing under the Reporting Requirements, and Developer and City shall each timely furnish Title Company with any information reasonably requested by Title Company and necessary for the performance of its duties under the Reporting Requirements with respect to the Closing.

11. EXPENSES AND TAXES

11.1 **Apportionments**. The following are to be apportioned through Escrow as of the Closing Date:

(a) Utility Charges for Existing City Property. On the Closing Date, the City shall cause all the utility meters for the Existing City Property to be read on the Closing Date, and City will be responsible for the cost of all utilities used at the Existing City Property before the Closing Date and Developer will be responsible for such cost on and after the Closing Date. On the Closing Date, the Developer shall ensure that Developer's Affiliate causes all the utility meters for the 447 Battery Property to be read on the Closing Date, and to cause the 447 Battery Owner or Developer's Affiliate to be responsible for the cost of all utilities used at the 447 Battery Property before the Closing Date and City will be responsible for such cost on and after the Closing Date.

(b) Other Apportionments for Existing City Property and 447 Battery Property. On the Closing Date, amounts payable under any contracts approved by Developer and liability for other normal property operation and maintenance expenses and other recurring costs for the Existing City Property shall be apportioned as of the Closing Date. On the Closing Date, City shall pay all amounts due for the period prior to the Closing Date and Developer shall be responsible for such amounts and liability on and after the Closing Date to the extent the same are disclosed to Developer prior to the Effective Date. Between the Closing Date and TCO, except for any property taxes, Developer shall be responsible for any 447 Battery Property operation and maintenance expenses and other recurring costs.

11.2 **Closing Costs**. On the Closing Date, Developer shall pay the cost of the premium for the Developer Title Policy, the City Title Policy, and the cost of the endorsements thereto, and escrow and recording fees, any transfer taxes applicable to the transfers contemplated under this Agreement, any sales tax on the 530 Sansome Personal Property, and any other costs and charges of the escrow for the sale not otherwise provided for in this Section or elsewhere in this Agreement shall be paid by the Developer. Developer shall pay, or cause Developer's Affiliate to pay, all escrow and recording fees, any sales tax on the 447 Battery Personal Property, and any other costs and charges of the escrow for the 447 Battery Property sale not otherwise provided for in this Section or elsewhere in this Agreement.

11.3 **Real Estate Taxes and Special Assessments**

(a) After the Closing, Developer shall pay the full amount of any special assessments against the Existing City Property, including, without limitation, interest payable thereon, applicable to the period on or after the Closing Date.

(b) Developer acknowledges that, as a Charter county and city, real estate taxes will not be assessed against the City with respect to the Existing City Property prior to the Closing. General real estate taxes for the Existing City Property and payable for the portion of the tax year that occurs after the Closing shall be prorated through escrow and paid by Developer as of the Closing Date.

(c) Developer shall cause Developer's Affiliate to enforce the 447 Battery Owner's obligation to pay the 447 Battery Property general real estate taxes and special assessments payable for the tax year in which the Closing occurs.

11.4 **Post-Closing Reconciliation**. If any of the foregoing prorations cannot be calculated accurately on the Closing Date as to the Existing City Property, then they shall be calculated as soon after the Closing Date as feasible. Either party owing the other party a sum of money based on such subsequent prorations shall promptly pay such sum to the other party.

11.5 **Survival**. The provisions of this Article 11 shall survive the Closing.

12. REPRESENTATIONS AND WARRANTIES; RELEASE

12.1 **City's Acknowledgement of 447 Battery Owner's Representations and Warranties**. The City agrees that it has reviewed the representations and warranties of the 447 Battery Owner under Section 10.2 of the 447 Battery Purchase Agreement. Developer agrees to indemnify City for any losses caused by any of those representations or warranties being untrue or incomplete.

12.2 **Representations and Warranties of Developer**. Except as set forth in Exhibit N ("**Developer's General Disclosures**"), Developer represents and warrants to the City as follows as of the Effective Date:

(a) To Developer's actual knowledge, the Developer Documents furnished to the City are all of the relevant documents and information pertaining to the condition and operation of the 447 Battery Property in the actual possession of Developer, Developer's Affiliate, and their respective Agents.

(b) The 447 Battery Purchase Agreement was duly and validly executed and delivered by Developer and remains in full force and effect. Developer's Affiliate had full power and authority to enter into the 447 Battery Purchase Agreement and has the full power and authority to comply with its terms.

(c) Developer's Affiliate is not in default under the 447 Battery Purchase Agreement nor has any event, act or omission occurred that, with the giving of notice and passage of time would become an event of default by Developer's Affiliate. To Developer's actual knowledge, the 447 Battery Owner is not in default under the 447 Battery Purchase Agreement nor has any event, act or omission occurred that, with the giving of notice and passage of time would become an event of default by the 447 Battery Owner.

(d) Developer's Affiliate is not in breach of any representations or warranties in Section 10.1 of the 447 Battery Purchase Agreement, and to Developer's actual knowledge, the

447 Battery Owner is not in breach of any representations or warranties in Section 10.2 of the 447 Battery Purchase Agreement.

(e) To Developer's actual knowledge, except as disclosed to City, no document or instrument furnished by the Developer to the City pursuant to this Agreement contains any untrue statement of material fact or is materially misleading.

(f) To Developer's actual knowledge, the 447 Battery Owner has not received written notification from any governmental agency of any condemnation, either instituted or planned to be instituted, by any governmental or quasi-governmental agency other than the City, which could detrimentally affect the use, operation or value of the 447 Battery Property.

(g) To Developer's actual knowledge, all water, sewer, gas, electric, telephone, and drainage facilities and all other utilities required by law or for the normal use and operation of the 447 Battery Property are installed to the property lines of the 447 Battery Property and are adequate to service the 447 Battery Property.

(h) To Developer's actual knowledge, except for the exceptions listed in Exhibit G, there are no easements or rights of way burdening the 447 Battery Property which are not of record with respect to the 447 Battery Property and there are no easements, rights of way, permits, licenses or other forms of agreement which afford third parties the right to traverse any portion of the 447 Battery Property to gain access to other real property. To Developer's actual knowledge, there are no disputes with regard to the location of any fence or other monument of the 447 Battery Property boundary nor any claims or actions involving the location of any fence or boundary.

(i) Neither Developer nor Developer's Affiliate have received, and to Developer's actual knowledge, the 447 Battery Owner has not received, service of process with respect to any litigation that might detrimentally affect the use or operation of the 447 Battery Property for its intended purpose or the value of the 447 Battery Property or the ability of Developer to perform its obligations under this Agreement.

(j) Developer has inspected the physical, environmental and title condition of the 447 Battery Property, including review of the Developer Documents, and has determined the 447 Battery Property is suitable for the construction of the Fire Station Project and its intended use for the New Fire Station, with no physical, environmental and title condition of the 447 Battery Property that would increase City's costs to operate the New Fire Station. To Developer's actual knowledge, (i) there are no material physical or mechanical defects of the 447 Battery Property, and (ii) there are no violations of any laws, rules or regulations applicable to the 447 Battery Property, including, without limitation, any earthquake, life safety and handicap laws (including, but not limited to, the Americans with Disabilities Act).

(k) Except for the 447 Battery Purchase Agreement, all contracts affecting the 447 Battery Property, the Leases, and any other agreements that give any party the right to use, occupy or acquire the 447 Battery Property have terminated.

(l) Developer is a limited liability company duly organized and validly existing under the laws of Delaware and in good standing under the laws of the State of California; this Agreement and all documents executed by Developer which are to be delivered to the City at the Closing are, or will be, duly authorized, executed and delivered by Developer, are, or at the Closing will be, legal, valid and binding obligations of Developer, enforceable against Developer in accordance with their respective terms, and do not, and at the Closing will not, violate any provision of any agreement or judicial order to which Developer is a party or to which Developer is subject.

(m) Developer represents and warrants to the City that it has not been suspended, disciplined or disbarred by, or prohibited from contracting with, any federal, state or local governmental agency. In the event Developer has been so suspended, disbarred, disciplined or prohibited from contracting with any governmental agency, it shall immediately notify the City of same and the reasons therefore together with any relevant facts or information requested by the City.

(n) To Developer's actual knowledge, (i) except as described in the Developer Documents ("**Developer's Environmental Disclosures**"), the 447 Battery Property is not in violation of any Environmental Laws; (ii) the Existing Developer Property is not now, nor has it ever been, used in any manner for the manufacture, use, storage, discharge, deposit, transportation or disposal of any Hazardous Material, except as described in the Developer Documents or in Developer's Environmental Disclosures and except for the use of such substances in such limited amounts as are customarily used in the construction or operation of office buildings and which are used in compliance with Environmental Laws; (iii) except as disclosed in the Developer Documents, there has been no release and there is no threatened release of any Hazardous Material in, on, under or about the 447 Battery Property in violation of Environmental Laws; (iv) except as disclosed in the Developer Documents, there have not been and there are not now any underground storage tanks, septic tanks or wells or any aboveground storage tanks at any time used to store Hazardous Material located in, on or under the 447 Battery Property; (v) except as disclosed in the Developer Documents, the 447 Battery Property does not consist of any landfill or of any building materials that contain Hazardous Material in violation of Environmental Laws; and (vi) except as disclosed in the Developer Documents, the 447 Battery Property is not subject to any claim by any governmental regulatory agency or third party related to the release or threatened release of any Hazardous Material, and there is no inquiry by any governmental agency (including, without limitation, the California Department of Toxic Substances Control or the Regional Water Quality Control Board) with respect to the presence of Hazardous Material in, on, under or about the 447 Battery Property, or the migration of Hazardous Material from or to other property. As used herein, the following terms shall have the meanings below:

(A) "Environmental Laws" shall mean any present or future federal, state or local laws, ordinances, regulations or policies relating to Hazardous Material (including, without limitation, their use, handling, transportation, production, disposal, discharge or storage) or to health and safety, industrial hygiene or environmental conditions in, on, under or about the Existing Developer Property, including, without limitation, soil, air and groundwater conditions.

(B) "Hazardous Material" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed, currently or in the future, by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA", also commonly known as the "Superfund" law), as amended, (42 U.S.C. Section 9601 et seq.) or pursuant to Section 25281 of the California Health & Safety Code; any "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the structure of the improvements or are naturally occurring substances on or about the Existing Developer Property; petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids; and "source," "special nuclear" and "by-product" material as defined in the Atomic Energy Act of 1985, 42 U.S.C. Section 3011 et seq.

(C) "Release" or "threatened release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside any of

the improvements, or in, on, under or about the Existing Developer Property. Release shall include, without limitation, "release" as defined in Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601).

(o) To Developer's actual knowledge, there are no contracts encumbering the Existing Developer Property that will be binding on the City after the Closing except for the Accepted Conditions of Title and any contracts approved by the City in writing (which approval shall not be unreasonably withheld).

(p) Developer is not a "foreign person" within the meaning of Section 1445(f)(3) of the Federal Tax Code.

For purposes hereof, the phrase "to Developer's actual knowledge" shall mean the actual knowledge of Matthew Witte and includes information obtained by Matthew Witte. Developer represents that this is the person within Developer's organization that has the most knowledge of the 447 Battery Purchase Agreement, and is therefore in the best position to give these representations.

12.3 **Representations and Warranties of City**. Except as set forth in the City Documents and Exhibit J ("**City's General Disclosures**"), City represents and warrants to the Developer as follows as of the Effective Date:

(a) To City's actual knowledge, there are no material physical or mechanical defects of the Existing City Property, and no violations of any laws, rules or regulations applicable to the Existing City Property, including, without limitation, any earthquake, life safety and handicap laws (including, but not limited to, the Americans with Disabilities Act).

(b) To City's actual knowledge, the City Documents, the documents listed as Item No. 3 in Exhibit J, and the document listed as Item No. 4 in Exhibit J that was furnished to City by the Developer, are all of the relevant documents and information pertaining to the condition of the Existing City Property in the possession of City's Real Estate Division.

(c) To City's actual knowledge, except as disclosed to the Developer, no document or instrument furnished by the City to the Developer pursuant to this Agreement contains any untrue statement of material fact or is materially misleading.

(d) City has not received written notification from any governmental agency of any condemnation, either instituted or planned to be instituted, by any governmental or quasi-governmental agency, that could detrimentally affect the use, operation or value of the Existing City Property.

(e) To City's actual knowledge, all water, sewer, gas, electric, telephone, and drainage facilities and all other utilities required by law or by the normal use and operation of the Existing City Property are installed to the property lines of the Existing City Property.

(f) To City's actual knowledge, there are no easements or rights of way burdening the Existing City Property that are not of record with respect to the Existing City Property, and, except as disclosed to the Developer in writing prior to the Effective Date, to City's actual knowledge, there are no easements, rights of way, permits, licenses or other forms of agreement which afford third parties the right to traverse any portion of the Existing City Property to gain access to other real property. To City's actual knowledge, there are no disputes with regard to the location of any fence or other monument of the Existing City Property boundary nor any claims or actions involving the location of any fence or boundary.

(g) City has not received service of process with respect to any litigation that might detrimentally affect the use or operation of the Existing City Property for the development of the Tower as contemplated under the Development Agreement or this Agreement or the value of the Existing City Property or the ability of City to perform its obligations under this Agreement.

(h) City is the legal and equitable owner of the Existing City Property, with full right to convey the same subject to the terms of this Agreement, and without limiting the generality of the foregoing, and, except for the rights granted to the Developer hereunder, City has not granted any option or right of first refusal or first opportunity to any third party to acquire any interest in any of the Existing City Property.

(i) To City's actual knowledge, except as described in the City Documents or in City's General Disclosures: (A) the Existing City Property is not in violation of any Environmental Laws; (B) the Existing City Property is not now, nor has it ever been, used in any manner for the manufacture, use, storage, discharge, deposit, transportation or disposal of any Hazardous Material, except for the use of such substances in such limited amounts as are customarily used in the operation of fire stations and that are used in compliance with Environmental Laws; (C) there has been no release and there is no threatened release of any Hazardous Material in, on, under or about the Existing City Property in violation of Environmental Laws; (D) the Existing City Property does not consist of any landfill or of any building materials that contain Hazardous Material in violation of Environmental Laws; (E) the Existing City Property is not subject to any claim by any governmental regulatory agency or third party related to the release or threatened release of any Hazardous Material, and there is no inquiry by any governmental agency (including, without limitation, the California Department of Toxic Substances Control or the Regional Water Quality Control Board) with respect to the presence of Hazardous Material in, on, under or about the Existing City Property, or the migration of Hazardous Material from or to other property, and (F) except as disclosed in the City's General Disclosures, there have not been and there are not now any underground storage tanks, septic tanks or wells or any aboveground storage tanks at any time used to store Hazardous Material located in, on or under the Existing City Property. As used herein, the following terms shall have the meanings below:

(A) "Environmental Laws" shall mean any present or future federal, state or local laws, ordinances, regulations or policies relating to Hazardous Material (including, without limitation, their use, handling, transportation, production, disposal, discharge or storage) or to health and safety, industrial hygiene or environmental conditions in, on, under or about the Existing City Property, including, without limitation, soil, air and groundwater conditions.

(B) "Hazardous Material" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed, currently or in the future, by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA", also commonly known as the "Superfund" law), as amended, (42 U.S.C. Section 9601 et seq.) or pursuant to Section 25281 of the California Health & Safety Code; any "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the structure of the improvements or are naturally occurring substances on or about the Existing City Property; petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids; and "source," "special nuclear" and "by-product" material as defined in the Atomic Energy Act of 1985, 42 U.S.C. Section 3011 et seq.

(C) "Release" or "threatened release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting,

emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside any of the improvements, or in, on, under or about the Existing City Property. Release shall include, without limitation, "release" as defined in Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601).

(j) There are no contracts encumbering the Existing City Property that will be binding on the Developer after the Closing except for the Accepted Developer Conditions of Title.

(k) Except for this Agreement, no party has the right to acquire or lease the Existing City Property.

(l) City is not a "foreign person" within the meaning of Section 1445(f)(3) of the Federal Tax Code.

For purposes hereof, the phrase “to City’s actual knowledge” shall mean the actual knowledge of [_____]. City represents that he is the person within City with the most knowledge of the Existing City Property, and is therefore in the best position to give these representations.

13. RISK OF LOSS, INSURANCE, AND POSSESSION

13.1 Risk of Loss or Condemnation of 447 Battery Property

(a) If the 447 Battery Property is damaged or destroyed before the Closing Date, then to the extent 447 Battery Owner notifies Developer of such damage or destruction, Developer shall notify the City of such damage or destruction and whether it would increase the anticipated Project Cost or increase City’s cost to operate the New Fire Station. If Developer reasonably determines such damage or destruction will cause the Project Cost to exceed the Project Budget or increase City’s costs to operate the New Fire Station and does not elect (with no obligation to so elect) to cover such increase in the Project Cost, then Developer may elect to either terminate this Agreement by written notice of such termination to the City within forty-five (45) days following Developer’s notification to City of such damage or destruction.

(b) If any of the 447 Battery Property or the New Fire Station are damaged or destroyed between the Closing Date and Final Completion (as defined in the Construction Management Agreement), the Developer shall be responsible, at its sole cost, for restoring such damage to the extent necessary to deliver the New Fire Station in the condition required by this Agreement and the Construction Management Agreement at such issuance.

(c) In the event of any threatened condemnation proceedings against the 447 Battery Property before the Closing, the parties shall meet and confer in good faith to discuss the potential condemnation and the appropriate response. If the proposed condemnation does not cause a Material Adverse Effect, as reasonably determined by the City, then Developer shall proceed in accordance with the terms of this Agreement and make any necessary adjustments to the New Fire Station, and City shall receive any and all condemnation proceeds. If the condemnation is proposed prior to the Closing and causes a Material Adverse Effect, then the City shall have the right to terminate this Agreement on forty-five (45) days prior written notice.

[[In the event of any condemnation proceedings against the 447 Battery Property between the Closing and Final Completion that does not cause a Material Adverse Effect, as reasonably determined by the City, Developer shall proceed and make any necessary adjustments to the New Fire Station in accordance with the terms of this Agreement and the Construction Management Agreement, and City shall receive any and all condemnation proceeds. In the event of any condemnation proceedings against the 447 Battery Property between the Closing and Final

Completion that would have a Material Adverse Effect, as reasonably determined by the City, the City shall receive any and all condemnation proceeds and the parties shall meet and confer in good faith to determine alternatives to provide the parties with the benefit of the bargain they would have had under this Agreement and the Development Agreement.]]

13.2 **Risk of Loss or Condemnation of Existing City Property**

(a) If any of the Existing City Property is damaged or destroyed before the Closing, and such damage or destruction is estimated by Developer to cause the cost of constructing the Tower to increase by more than five percent (5%) and Developer does not elect (with no obligation to so elect) to cover such increase, then Developer shall have the right to terminate this Agreement by delivering written notice of such termination to City. Developer shall make its election to terminate this Agreement within forty-five (45) days of learning of the amount of the increase.

(b) In the event of any threatened condemnation proceedings against the Existing City Property prior to the Closing, Developer shall have the right to terminate this Agreement on forty-five (45) days prior written notice of receiving City's written notice of such proposed condemnation by delivering written notice of such termination to City.

14. MAINTENANCE; CONSENT TO NEW CONTRACTS

14.1 **Maintenance of Property**

(a) From the Effective Date and until the Closing Date, Developer shall use commercially reasonable efforts to cause Developer's Affiliate to enforce its rights with respect to the 447 Battery Owner's operation of the 447 Battery Property under Article 11 of the 447 Battery Purchase Agreement and to disapprove any proposed new contract, lease or other agreement for the 447 Battery Property except to the extent approved by the City in writing.

(b) From the Effective Date and until the Closing Date, City shall keep the Existing City Property in good order and condition and in compliance with applicable laws and shall not execute any documents that would continue to burden or affect the Existing City Property after the Closing, nor take, in its capacity of owner, any action at the Existing City Property that could adversely affect the ability of the Developer to construct and develop the Tower. Notwithstanding anything to the contrary in the foregoing sentence, Developer agrees City's current fire station operations will not be deemed to adversely affect Developer's ability to construct, develop, and operate the Tower.

14.2 **City's Consent to New Contracts Affecting the 447 Battery Purchase Agreement**. Except for the Assumed Contracts, the Project Contracts approved by the City, the Pre-Approved Project Contracts, Developer shall not enter into any contract, or any amendment thereof, that will affect its rights with respect to the 447 Battery Purchase Agreement or the 447 Battery Property, without in each instance obtaining the City's prior written consent thereto. The City agrees that it shall not unreasonably withhold, delay, or condition any such consent.

15. GENERAL PROVISIONS

15.1 **Notices**. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery, upon receipt, (ii) one (1) day after being deposited with a reliable overnight courier service, or (iii) two (2) days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows:

City: Real Estate Division

	City and County of San Francisco 25 Van Ness Avenue, Suite 400 San Francisco, California 94102 Attn: Director of Property Re: 530 Sansome Property Exchange Telephone No. (415) 554-9860 Email Address: _____
with copy to:	Carol Wong Deputy City Attorney Office of the City Attorney City Hall, Room 234 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102-4682 Re: 530 Sansome Property Exchange Telephone No. (415) 554-4711 Email Address: carol.r.wong@sfcityatty.org
Developer:	EQX Jackson SQ Holdco LLC c/o The Related Companies, L.P. 44 Montgomery Street Suite 1300 San Francisco, CA 94104 Attn: Gino Canori Email Address: gcanori@related.com
with a copy to:	EQX Jackson SQ Holdco LLC c/o The Related Companies, L.P. 18201 Von Karman Avenue Suite 900 Irvine, CA 92612 Attn: Matthew Witte Email Address: matthew.witte@related.com
with a copy to:	J. Abrams Law, P.C. 538 Hayes Street San Francisco, California 94102 Attention: Jim Abrams Telephone No.: (415) 999-4402 Email Address: jabrams@jabramslaw.com
and a copy by email to:	The Related Companies, L.P. 30 Hudson Yards, 72nd Floor New York, New York 10001 Attention: Richard O'Toole Email Address: rotoole@related.com

or to such other address as either party may from time to time specify in writing to the other upon five (5) days prior written notice in the manner provided above. For convenience of the parties, copies of notices may also be given by email, to the email addresses listed above, or as otherwise provided from time to time. However, neither party may give official or binding notice by email unless, because of circumstances beyond such party's control, (i) it is not reasonably possible to timely provide notice by a means other than by email, and (ii) at the time of sending such email, the sending party verbally notifies the other party of such email using the telephone numbers set

forth above, with any such verbal simultaneous notice given by Developer to City also being made to _____ at (415) 554-9860 or to any other City person (and telephone number) designated to receive such additional verbal notice for City in a writing delivered by the Director of Property to the Developer.

15.2 **Brokers and Finders**. Neither party has had any contact or dealings regarding the Existing City Property or the 447 Battery Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the property transfers contemplated herein, except for John Jensen and Richard Johnson of Colliers International ("**Colliers**") representing City with respect to the Existing City Property and Edward Suharski of Fortress Real Estate Advisors Inc. ("**447 Battery Owner's Broker**") representing the 447 Battery Owner with respect to the 447 Battery Property, and neither party has engaged any other broker in connection with this proposed transaction. If Closing occurs, (i) Colliers shall earn a fee under their contract with the City, which shall be paid by Developer to Colliers at Closing (or shall be paid in any other manner mutually approved by City and the Developer in their sole and absolute discretion), and (ii) 447 Battery Owner's Broker shall earn a fee under their contract with the 447 Battery Owner, which is to be paid by the 447 Battery Owner to the 447 Battery Owner's Broker under the 447 Battery Purchase Agreement at or before Closing. If any other broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, the party through whom the broker or finder makes his or her claim shall be responsible for such commission or fee and shall indemnify and hold harmless the other party from all claims, costs, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by the indemnified party in defending against the same. The provisions of this Section 15.2 shall survive the Closing for the applicable statute of limitations.

15.3 **Successors and Assigns**. Neither party shall assign or transfer its rights or obligations under this Agreement without first obtaining the prior written consent of the other party; [[provided Developer shall have the right to assign this Agreement (a) to an entity in which an affiliate of Developer is the managing member, the manager, or the sole member (directly or indirectly), except that Developer shall not be released from its obligations under this Agreement and such assignee shall assume all of Developer's obligations under this Agreement pursuant to an assignment and assumption agreement reasonably acceptable to the City, and (b) as provided in Section 15.12 (b) below.]]

15.4 **Amendments**. Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument executed by the City and Developer.

15.5 **Continuation and Survival of Representations and Warranties; Survival of Certain Covenants and Conditions.** All representations and warranties by the respective parties contained herein or made in writing pursuant to this Agreement shall, subject to the terms and conditions of this Agreement, be deemed to be material, and, (except as otherwise expressly limited or expanded by the terms of this Agreement), shall survive the execution and delivery of this Agreement and the Closing for a period of twenty-four (24) months following the Closing (and shall survive in any action for termination and/or damages based upon the alleged breach of the representation or warranty that is filed within the time frames permitted under this Agreement); provided, however, in no event shall the City's or Developer's liability, if any, with respect to the breach of any representations and warranties exceed Five Hundred Thousand Dollars ($500,000) in the aggregate. Except as otherwise expressly provided in this Agreement, none of the covenants or conditions of the Developer or the City under this Agreement shall (a) survive the termination of this Agreement, except in connection with an action by such party for termination of this Agreement and damages based on the alleged breach of such covenant or condition, or (b) survive the Closing; provided, however, notwithstanding the foregoing or anything contained to the contrary in this Agreement, those covenants and conditions of the parties that relate to the

transactions contemplated by the Closing shall expressly survive the Closing. In addition, notwithstanding anything to the contrary in this Agreement, to the extent either Developer or the City has actual knowledge of a breached representation or warranty at the time of the Closing, such party with actual knowledge of such breached representation or warranty shall have no right to assert a claim against the other party after the Closing, to the extent such claim relates to such breached representation or warranty.

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

15.7 **Merger of Prior Agreements**. The parties intend that this Agreement (including all of the attached exhibits and schedules, which are incorporated into this Agreement by reference) shall be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous oral or written agreements or understandings. The parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including, without limitation, prior drafts or changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Agreement.

15.8 **Parties and Their Agents; Approvals**. As used herein, the term "Agents" when used with respect to either party shall include the agents, employees, officers, contractors and representatives of such party. Notwithstanding anything stated to the contrary herein, all approvals, consents or other determinations required by City hereunder shall be made by or through the Director of Property and any approval by the Director of Property shall constitute the approval by the City (as noted above, the City is acting in its proprietary capacity under this Agreement, so any City regulatory actions, including the issuance or denial of any Additional Approval, shall not be a City approval or action under this Agreement). All approvals, consents or other determinations required by the City or Developer must be in writing except to the extent deemed approved in accordance with the terms of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, with respect to all approvals and/or consents required under this Agreement, if a party fails to approve, disapprove or approve conditionally any approval or consent requested by the other party in writing within seven (7) business days following receipt of a written request for approval or consent, so long as the applicable documents are complete (and if such documents are not complete, the recipient shall so notify the sender in writing within three (3) business days following receipt of the documents), then the requesting party may submit a second written notice to the other party requesting approval of the submittal within three (3) business days after the second notice. A party's failure to timely respond to the other party's request for an approval, consent or determination of any matter shall constitute a failure by such party to comply with a material term of this Agreement, subject, however, to the provisions regarding deemed disapproval under Section 3.3(e).

15.9 **Interpretation of Agreement**. The article, section and other headings of this Agreement and the table of contents are for convenience of reference only and shall not affect the meaning or interpretation of any provision contained herein. Whenever the context so requires, the use of the singular shall be deemed to include the plural and vice versa, and each gender reference shall be deemed to include the other and the neuter. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each party has been represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purposes of the parties and this Agreement.

15.10 **Attorneys' Fees.** If either party hereto fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the non-prevailing party in such dispute, as the case may be, shall pay the prevailing party reasonable attorneys' and experts' fees and costs, and all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For purposes of this Agreement, reasonable attorneys' fees of the City's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney. The term "attorneys' fees" shall also include, without limitation, all such fees incurred with respect to appeals, mediations, arbitrations, and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees were incurred. The term "costs" shall mean the costs and expenses of counsel to the parties, which may include printing, duplicating and other expenses, air freight charges, hiring of experts, and fees billed for law clerks, paralegals, and others not admitted to the bar but performing services under the supervision of an attorney.

15.11 **Sunshine Ordinance**. Developer understands and agrees that under the City's Sunshine Ordinance (San Francisco Administrative Code, Chapter 67) and the State Public Records Law (Gov. Code Section 6250 et seq.), this Agreement and any and all records, information, and materials submitted to the City hereunder are public records subject to public disclosure. Developer hereby acknowledges that the City may disclose any records, information and materials submitted to the City in connection with this Agreement.

15.12 **Memorandum of Amended and Restated Conditional Property Exchange Agreement; Collateral Assignment of Agreement**

(a) Memorandum of Agreement. Promptly following the Effective Date, the parties shall execute and acknowledge an original copy of a memorandum of this Agreement in the form attached hereto as Exhibit O ("**Memorandum of Amended and Restated Conditional Property Exchange Agreement**"), and City shall promptly record the original copy of the Memorandum of Amended and Restated Conditional Property Exchange Agreement against the Existing City Property, in the Official Records of the County in San Francisco, California. Developer shall additionally provide any documentation reasonably required by City to terminate the Memorandum of Conditional Property Exchange Agreement recorded in the Official Records of San Francisco County as Document No. 2020003389.

(b) Collateral Assignment of Agreement. Developer shall have the right to collaterally assign to its lender(s), as collateral security for loans funding Developer's acquisition of the Existing City Property and 447 Battery Property for the development and/or construction of the Project, its rights under this Agreement, and, within twenty (20) days following Developer's written request, City shall execute such documents as may be reasonably required by Developer's lender(s) to perfect such collateral assignment and to allow such lender(s) to enforce the terms and conditions of this Agreement subject to such lender(s) assuming Developer's obligations under this Agreement. Without limiting the foregoing, City agrees to execute, within ten (10) days following Developer's written request, a Collateral Assignment of Amended and Restated Conditional Property Exchange Agreement with respect to such loans in the form of that attached hereto as Exhibit P.

(c) Copy of Notice of Default and Notice of Failure to Cure to Lender. Whenever the City shall deliver any notice or demand to the Developer with respect to any Developer Event of Default in its obligations under this Agreement, the City shall at the same time forward a copy of

such notice or demand to each Lender (as defined in the Development Agreement) having a Security Interest (as defined in the Development Agreement) on (directly or indirectly) the real property which is the subject of the Event of Default who has previously made a written request to the City therefor, at the last address of such Lender specified by that Lender in such notice. In addition, if such breach or default remains uncured for the period permitted with respect thereto under this Agreement, the City shall deliver a notice of such failure to cure such breach or default to each such Lender at such applicable address. If the City delays or fails to provide such notice to a Lender as required by this Section, the time allowed to the Lender for cure under Section 15.2(d) shall be extended by the number of days until notice is given. In accordance with Section 2924b of the California Civil Code, the City requests that a copy of any notice of default and a copy of any notice of sale under any Lender be mailed to the City at the address for notices under this Agreement. Any Lender relying on the protections set forth in this Section 15.12 shall send to the City a copy of any notice of default and notice of sale.

(d) Lender's Option to Cure Defaults. After receiving any notice of failure to cure referred to in Section 15.2(c), each Lender shall have the right, at its option, to commence within the same period as the Developer to remedy or cause to be remedied any Developer Event of Default, plus an additional period of: (a) sixty (60) days to cure a monetary Developer Event of Default; and (b) one hundred twenty (120) days to cure a non-monetary Developer Event of Default which is susceptible of cure by the Lender without obtaining title to the applicable property. If a Developer Event of Default is not cured within the applicable cure period, the City nonetheless shall refrain from exercising any of its remedies with respect to the event of default if, within the Lender's applicable cure period: (i) the Lender notifies the City that it intends to proceed with due diligence to foreclose the Security Interest or otherwise obtain title to the subject property; and (ii) the Lender commences foreclosure proceedings within sixty (60) days after giving such notice, and thereafter diligently pursues such foreclosure to completion; and (iii) after obtaining title, the Lender diligently proceeds to cure those events of default: (A) which are required to be cured by the Lender and are susceptible of cure by the Lender, and (B) of which the Lender has been given notice by the City.

15.13 **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

15.14 **Effective Date**. As used herein, the term "**Effective Date**" shall mean the date on which (i) the City's Board of Supervisors and Mayor adopt a resolution approving and authorizing the Director of Property's execution of this Agreement and the transactions contemplated hereby, and (ii) each party executes and delivers this Agreement to the other party.

15.15 **Severability**. If any provision of this Agreement or the application thereof to any person, entity or circumstance shall be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law, except to the extent that enforcement of this Agreement without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Agreement.

15.16 **Agreement Not to Market**. Developer agrees that unless and until this Agreement terminates pursuant to its terms, neither Developer, nor any Agent on behalf of Developer, shall negotiate with any other parties pertaining to the lease or purchase of the 447 Battery Property or assignment of the 447 Battery Purchase Agreement. The City agrees that unless and until this Agreement terminates pursuant to its terms, neither the City, nor any Agent on behalf of the City, shall negotiate with any other party for the lease or purchase of the Existing City Property.

15.17 **Confidential Information**. Developer understands and agrees that, in the performance of its obligations under this Agreement, Developer may have access to the City's proprietary or confidential information, the disclosure of which to third parties may be damaging to the City. City understands and agrees that, in the performance of its obligations under this Agreement, City may have access to Developer's proprietary or confidential information, the disclosure of which to third parties may be damaging to Developer. Each party agrees to identify any information it gives to the other that it deems proprietary or confidential, and each party agrees to use reasonable care to safeguard any proprietary or confidential information from public disclosure. Notwithstanding the foregoing, if and to the extent any document or information is subject to disclosure under federal, state, or local law, including the California Public Records Act or the San Francisco Sunshine Ordinance, or a court order, such disclosure shall not be deemed a violation of this Agreement. Each party shall use reasonable efforts to notify the other of any disclosure request relating to any document marked as proprietary or confidential and discuss the basis for disclosing or withholding the document. If a party determines that it must, under applicable law, disclose a document that the other party has marked as proprietary and confidential, it shall provide the other party not less than forty-eight (48) hours' notice before any such disclosure in order to allow for the noticed party to seek an injunction to prevent the disclosure, provided that failure to provide such notice or any disclosure shall not be the basis for any liability under this Agreement.

15.18 **Prohibitions on Campaign Contributions**. For the purposes of this Section, a "**City Contractor**" is a party that contracts with, or seeks to contract with, the City for the sale or leasing of any land or building to or from the City whenever such transaction would require the approval by a City elective officer, the board on which that City elective officer serves, or a board on which an appointee of that individual serves. Through its execution of this Agreement, Developer acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits a City Contractor from making any campaign contribution to (1) the City elective officer, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for that contract or twelve (12) months after the date that contract is approved. Developer acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of $100,000 or more. Developer further acknowledges that (i) the prohibition on contributions applies to Developer, each member of Developer's board of directors, Developer's chief executive officer, chief financial officer and chief operating officer, any person with an ownership interest of more than ten percent (10%) in Developer, any subcontractor listed in the contract, and any committee that is sponsored or controlled by Developer, and (ii) within thirty (30) days of the submission of a proposal for the contract, the City department seeking to enter into the contract must notify the Ethics Commission of the parties and any subcontractor to the contract. Additionally, Developer certifies it has informed each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126 of the San Francisco Campaign and Governmental Conduct Code by the time it submitted a proposal for the contract to the City, and provided the names of the persons required to be informed to the City department seeking to enter into that contract within thirty (30) days of submitting its contract proposal to the City department receiving that submittal, and acknowledges the City department receiving that submittal was required to notify the Ethics Commission of those persons.

15.19 **Time of the Essence**. Time is of the essence with respect to the performance of the parties' respective obligations contained herein.

15.20 **Non-Liability**. Notwithstanding anything to the contrary in this Agreement, no elective or appointive board, commission, member, officer, employee or agent of City shall be

personally liable to Developer, its successors and assigns, in the event of any default or breach by City or for any amount that may become due to Developer, its successors and assigns, or for any obligation of City under this Agreement.

15.21 **Conflicts of Interest**. Through its execution of this Agreement, Developer acknowledges that it is familiar with the provisions of Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions and agrees that if it becomes aware of any such fact during the term of this Agreement, Developer shall immediately notify the City.

15.22 **Tropical Hardwood and Virgin Redwood Ban**, The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code.

15.23 **Estoppel**. [[Developer may, at any time, and from time to time, deliver written notice to the Director of Property requesting that the Director of Property certify to Developer and any lender in writing that to the best of his or her knowledge: (i) this Agreement is in full force and effect and a binding obligation of the City and Developer; (ii) this Agreement has not been amended or modified either orally or in writing, or if so amended or modified, identifying the amendments or modifications and stating their date and, if applicable, recording information; and (iii) there is no Developer Event of Default in the performance of its obligations under this Agreement, or if there is a Developer Event of Default, describing therein the nature and amount of that Developer Event of Default. If Developer requests that the City certify as to any additional matters, the City will confer and work expeditiously and in good faith with Developer to provide such certification that is reasonably satisfactory to Developer and any lender, provided that the Director of Property shall certify only as to their actual knowledge, and the City shall not have any obligation to certify as to any such matters that are unreasonable, overly broad, inconsistent with this Agreement, involve legal conclusions, or are subjective in nature. The Director of Property, acting on behalf of the City, shall execute and return a certificate addressing items (i)-(iii) (the "**Required Certifications**") within thirty (30) days following receipt of the request (the "**Estoppel Outside Date**"), and if the Director of Property fails to execute and return such certificate on or before the Estoppel Outside Date, the Director of Property, acting on behalf of the City, shall be deemed to have certified to Developer and any lender that the Required Certifications are true and correct as the Estoppel Outside Date. Each party acknowledges that any lender, acting in good faith, may rely upon such a certificate. A certificate provided by the City establishing the status of this Agreement with respect to any lot or parcel within the Existing Developer Property before the Closing, or within the Existing Developer Property or Existing City Property after Closing, shall be in recordable form and may be recorded with respect to the affected lot or parcel at the expense of the recording party.]]

15.24 **Section References for Terms Defined in this Agreement.** Each of the following terms is defined in the Section of this Agreement or in the Exhibit listed opposite it.

"447 Battery Bill of Sale" is defined in Section 7.3.

"447 Battery Building" is defined in Recitals-Paragraph D.

"447 Battery Owner" is defined in Recitals-Paragraph D.

"447 Battery Owner's Broker" is defined in Section 15.2.

“447 Battery Purchase Agreement” is defined in Recitals-Paragraph D.

“447 Battery Property” is defined in Recitals-Paragraph D.

“447 Battery Property Deed” is defined in Section 7.1(b).

“530 Sansome Appurtenances” is defined in Section 6.1(a).

“530 Sansome Intangible Property” is defined in Section 6.1(c).

“530 Sansome Personal Property” is defined in Section 6.1(c).

“530 Sansome Property” is defined in Section 6.1(c).

“Accepted City Conditions of Title” is defined in Section 7.2(b).

“Accepted Developer Conditions of Title” is defined in Section 7.2.

“Additional Approvals” is defined in Section 3.1(a).

“Agents” is defined in Section 15.8.

“Agreement” is defined in the Introduction.

“Anticipated Closing Date” is defined in the Section 10.2(a).

“Apportionment” is defined in Section 3.3(e).

“Approvals” is defined in Recitals-Paragraph M.

“Approved Contractors” is defined in Section 3.3(d).

“Arbitration Matter” is defined in Section 5.1(a).

“Arbitration Notice” is defined in Section 5.1(b).

“Architect” is defined in Section 2.1.

“Architect Contract” is defined in Section 2.1.

“Assignment of 447 Battery Intangible Property” is defined in Section 7.4(a).

“Assumed Contracts” is defined in Section 7.4(c).

“CEQA” is defined in Recitals-Paragraph J.

“CEQA Findings” is defined in Recitals-Paragraph J.

“CEQA Guidelines” is defined in Recitals-Paragraph J.

“City” is defined in the Introduction.

“City Assignment of Intangible Property” is defined in Section 7.4(a).

“City Contractor” is defined in Section 15.18.

“City’s Conditions Precedent” is defined in Section 9.1.

“City Documents” is defined in Section 8.1(b).

“City Event of Default” is defined in Section 10.6(a).

“City Parties” is defined in Section 8.4.

“City Releasers” is defined in Section 8.3.

“City’s General Disclosures” is defined in Section 12.3.

“Closing” is defined in Section 10.2.

“Closing Date” is defined in Section 10.2.

“Colliers” is defined in Section 15.2.

“Completion Guaranty” is defined in Section 4.5.

“Conditional Use Authorization” is defined in Recitals-Paragraph L.

“Conditions Precedent” is defined in Section 9.2.

“Construction Contract” is defined in Section 2.1.
“Construction Cost Report” is defined in Section 4.1.

“Construction Documentation” is defined in Section 3.3(a).

“Construction Management Agreement” is defined in Section 2.2.

“DA Ordinance” is defined in Recitals-Paragraph M.

“Developer” is defined in the Introduction.

“Developer’s Conditions Precedent” is defined in Section 9.2.

“Developer Documents” is defined in Section 8.1(a).

“Developer Event of Default” is defined in Section 10.6(a).

“Developer Title Policy” is defined in Section 7.2.

“Developer’s General Disclosures” is defined in Section 12.2.

“Developer Parties” is defined in Section 8.3.

“Developer Releasers” is defined in Section 8.4.

“Development Action” is defined in Section 3.3(b).

“Development Agreement” is defined in Recitals-Paragraph G.

“Effective Date” is defined in Section 15.14.

“Estoppel Certificate Outside Date” is defined in Section 15.22.

“Existing 530 Sansome Improvements” is defined in Section 6.1(c).

“Existing City Property Bill of Sale” is defined in Section 7.3.

“Existing City Property Deed” is defined in Section 7.1(a).

“Existing Developer Property” is defined in Recitals-Paragraph B.

“Existing Fire Station” is defined in Recitals-Paragraph A.

“Developer Releasers” is defined in Section 8.4.

“Director of Property” is defined in Section 3.1(b).

“Effective Date” is defined in Section 15.14.

“Existing City Property” is defined in Recitals-Paragraph A.

“Escrow” is defined in _____.

“Existing Developer Property” is defined in Recitals-Paragraph B.

“FEIR” is defined in Recitals-Paragraph J.

“Fire Station Plans” is defined in Section 3.3(a).

“First Construction Document” is defined in Section 4.1.

“General Contractor” is defined in Section 2.1.

“General Plan Amendment Ordinance” is defined in Recitals-Paragraph M.

“General Plan Consistency Findings” is defined in Recitals-Paragraph L.

“Guarantor” is defined in Section 4.5.

“Hazardous Material” is defined in Section 12.3(i)(B).

“JAMS” is defined in Section 5.1(b).

“Key Terms” is defined in Recitals-Paragraph G.

“Landmark Ordinance” is defined in Recitals-Paragraph C.

“Leases” is defined in Section 8.2(a).

“Material Adverse Effect” is defined in Section 9.2.

“Mediation Matter” is defined in Section 5.2(a).

“Mediation Request” is defined in Section 5.2(b).

“Memorandum of Amended and Restated Conditional Property Exchange Agreement” is defined in Section 15.12(a).

“Mitigation Measures” is defined in Recitals-Paragraph J.

“New City Property” is defined in Section 6.2.

“New Fire Station” is defined in Recitals-Paragraph F.

“Original CPEA” is defined in Recitals-Paragraph D.

“Original Project” is defined in Recitals-Paragraph E.

“Original Project Site” is defined in Recitals-Paragraph E.

“Other Project Contracts” is defined in Section 2.3(a).

“Planning Approvals” is defined in Recitals-Paragraph L.

“Planning Code Amendment Ordinance” is defined in Recitals-Paragraph M.

“Pre-Approved Project Contract” is defined in Section 2.3(a).

“Project” is defined in Recitals-Paragraph F.

“Project Budget” is defined in Section 3.1(c).

“Project Contractor” is defined in Section 2.4(a).

“Project Contracts” is defined in Section 2.3(a).

“Project Cost” is defined in Section 4.1.

“Reporting Requirements” is defined in Section 10.7.

“Required Certification” is defined in Section 15.22.

“Reversion Event” is defined in Section 15.

“Rules” is defined in Section 5.1(c).

“Shadow Findings” is defined in Recitals-Paragraph L.

“Survey” is defined in Section 9.1(g).

“TCO” is defined in Section 4.4.

“Tentative Map” is defined in Section 3.1 (b).

“Title Company” is defined in Section 7.2.

"Tower" is defined in Recitals-Paragraph F.

"Unavoidable Delay" is defined in Section 3.1(a).

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, DEVELOPER ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY TO THIS AGREEMENT UNLESS AND UNTIL APPROPRIATE LEGISLATION OF CITY'S BOARD OF SUPERVISORS SHALL HAVE BEEN DULY ENACTED APPROVING THIS AGREEMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED HEREBY. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY HEREUNDER ARE CONTINGENT UPON THE DUE ENACTMENT OF SUCH LEGISLATION, AND THIS AGREEMENT SHALL BE NULL AND VOID IF CITY'S BOARD OF SUPERVISORS AND MAYOR DO NOT APPROVE THIS AGREEMENT, IN THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY BY ANY DEPARTMENT, COMMISSION OR AGENCY OF CITY SHALL NOT BE DEEMED TO IMPLY THAT SUCH LEGISLATION WILL BE ENACTED NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON CITY.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

The parties have duly executed this Agreement as of the respective dates written below.

DEVELOPER:
EQX JACKSON SQ HOLDCO LLC,
a Delaware limited liability company

By:

Name:

Title:

Date:

CITY: CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By:

_____
Director of Property

Date:

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By:
Carol Wong
Deputy City Attorney

EXHIBIT “A”

Legal Description of Existing City Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

COMMENCING at the point of intersection of the Southerly line of Washington Street and the Easterly line of Sansome Street; running thence Southerly and along said line of Sansome Street 122 feet to the Northerly line of Merchant Street; thence at a right angle Easterly along said line of Merchant Street 90 feet, 3 1/8 inches; thence Northerly 122 feet, more or less, to a point on the Southerly line of Washington Street, distant thereon 90 feet, 3 1/2 inches Easterly from the Easterly line of Sansome Street; thence Westerly along said line of Washington Street 90 feet, 3 1/2 inches to the point of commencement.

BEING a part of Beach and Water Lots 133, 134, and 135.

EXCEPTING THEREFROM, that portion shown as "Parcel 1" on that certain map entitled, MAP SHOWING THE WIDENING OF WASHINGTON STREET FROM BATTERY ST. TO SANSOME ST., which map was filed for record September 11, 1974, in Book "W" of Maps, Page 27.

Assessor’s Parcel No.: Lot 017 (formerly portion of Lot 009), Block 0206

PARCEL B:

"Parcel 1" as described and delineated upon that certain map entitled, MAP SHOWING THE WIDENING OF WASHINGTON STREET FROM BATTERY ST. TO SANSOME ST., which map was filed for record September 11, 1974, in Book "W" of Maps, Page 27.

Assessor's Parcel No. : (Portion of Washington Street - formerly portion of Lot 009, Block 0206)

APN: 0206-017

EXHIBIT “B”

Legal Description of 447 Battery Property

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF MERCHANT STREET AND THE WESTERLY LINE OF BATTERY STREET; RUNNING THENCE NORTHERLY ALONG SAID LINE OF BATTERY STREET 74 FEET; THENCE AT A RIGHT ANGLE WESTERLY 97 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 74 FEET TO THE NORTHERLY LINE OF MERCHANT STREET; AND THENCE AT A RIGHT ANGLE EASTERLY ALONG SAID LINE OF MERCHANT STREET 97 FEET TO THE POINT OF BEGINNING.

BEING A PART OF 50 VARA BLOCK NO. 35.

APN: 0206-002

EXHIBIT “C”

Project Budget

[To be attached]

EXHIBIT “D”

Fire Station Plans

[To be attached]

EXHIBIT “E”

Form of Completion Guaranty

[To be attached]

EXHIBIT “F-1”

Form of Existing City Property Deed

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:
_____
_____
_____
Attn:_____
MAIL TAX STATEMENTS TO:
_____
_____
_____
Attn:_____

(Space above this line reserved for Recorder’s use only)

Documentary Transfer Tax of $_____ based upon full market value of the property without deduction for any lien or encumbrance

QUITCLAIM DEED
(Assessor’s Parcel No. ___, Block ____)
FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“City”), pursuant to Resolution No. _____, adopted by the Board of Supervisors on _____, 20__, and approved by the Mayor on _____, 20__, hereby grants to EQX JACKSON SQ HOLDCO LLC, a Delaware limited liability company, any and all right, title and interest City may have in and to (a) the real property (the “Property”) located in the City and County of San Francisco, State of California, described on Exhibit A attached hereto and made a part hereof, and (b) all improvements located on the Property and fixtures affixed thereto, and all privileges, easements, tenements and appurtenances thereon or in any way appertaining to the Property.
Executed as of this _____ day of _____, 20__.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
[NAME]
Director of Property
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of San Francisco)

On _____, before me, _____, a notary public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A
Legal Description of the Property

APPROVED AS TO LEGAL DESCRIPTION:

_____
Bruce Storrs
City and County Surveyor

EXHIBIT “F-2”

Form of 447 Battery Property Deed

Exhibit “G”

Form of Assignment Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”) made as _____, 20__ between RELATED CALIFORNIA RESIDENTIAL, LLC a Delaware corporation (“Assignor”) and THE CITY AND COUNTY OF SAN FRANCISCO, a Charter city and county (“Assignee”).

RECITALS
WHEREAS, Assignor is a party to that certain Option and Purchase Agreement for Real Property and Escrow Instructions, dated as of May 7, 2024, by and between Battery Street Holdings LLC, a California limited liability company, as seller, and Assignor, as buyer, as amended by that certain First Amendment to Option and Purchase Agreement for Real Property and Escrow Instructions dated as of May 31, 2024 (as amended, the “Option Agreement”). Initially capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Option Agreement;

WHEREAS, pursuant to that certain Conditional Property Exchange Agreement between EQX Jackson Sq Holdco LLC, a Delaware limited liability company (“Developer”) and Assignee dated as of July 30, 2020, as amended by that certain First Amendment to Conditional Property Exchange Agreement, dated as of July 27, 2022, that certain Second Amendment to Conditional Property Exchange Agreement dated as of March 27, 2023, and that certain AMENDED AND RESTATED CONDITIONAL PROPERTY EXCHANGE AGREEMENT (530 Sansome Street and 447 Battery Street, San Francisco) dated as of _____, 2025 (as amended, the “CPEA”), Developer is causing Assignor to assign the Option Agreement to Assignee, and Assignee is assuming the obligations of Assignor related thereto as set forth in more detail in this Agreement;

NOW, THEREFORE, in consideration of Ten and 00/100 ($10.00) Dollars and other good and valuable consideration each to the other paid, receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns the Option Agreement to Assignee including, without limitation, the Deposit. Assignee hereby accepts such assignment and agrees to assume the obligations of Assignor under the Option Agreement, including the execution and delivery of each agreement, document or instrument required to be delivered by Assignor under the Option Agreement in connection therewith.

2. Assignee hereby fully, forever and irrevocably releases Assignor of and from any and all rights, claims, demands and obligations of every type, kind, nature, description or character, whether known or unknown, arising directly or indirectly out of, or in connection with, the Option Agreement.

3. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

4. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

5. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement as of the date and year first above written.

ASSIGNOR:

RELATED CALIFORNIA RESIDENTIAL, LLC,
a Delaware limited liability company

By:

Name:

Title:

Date:

ASSIGNEE: CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By:

_____
Director of Property

Date:

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By:
Carol Wong
Deputy City Attorney

EXHIBIT “H-1”

Accepted Developer Conditions of Title

1. The herein described property lies within the boundaries of a Mello-Roos Community Facilities District
(CFD) as follows:

CFD No: 90-1
For: San Francisco Unified School District
School Facility Repair and Maintenance
Disclosed by: Notice of Special Tax Lien
Recording Date: July 05, 1990
Recording No.: 573343, in Reel F160, Image 1044, Official Records

This property, along with all other parcels in the CFD, is liable for an annual special tax. This special tax is
included with and payable with the general property taxes of the City of San Francisco, County of San
Francisco. The tax may not be prepaid.

And amended: September 20, 2010 as Document No. 2010-J052321-00, in Reel J232, Image 0698, Official Records

2. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the
provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title
to the Developer, or as a result of changes in ownership or new construction, following the Initial Closing.

3. Water rights, claims or title to water, whether or not disclosed by the public records.

4. Matters as shown on that certain map/plat, entitled MAP SHOWING THE WIDENING OF WASHINGTON STREET FROM BATTERY ST. TO SANSOME ST.

Recording Date: September 11, 1974
Recording No: Book “W” of Maps, Page 27

5. Rights of the public in and to that portion of the herein described property as shown on the Map/Plat: MAP SHOWING THE WIDENING OF WASHINGTON STREET FROM BATTERY ST. TO SANSOME ST.

Recording Date: September 11, 1974
Recording No: Book "W" of Maps, Page 27
Street/Road: Washington Street
Affects: PARCEL

EXHIBIT “H-2”

Accepted City Conditions of Title

Exhibit “I”

List of Material Developer Documents in Developer’s Possession

1. Phase I Environmental Site Assessment – 447 Battery Street (Project #731790101), by Langan CA, Inc., dated June 17, 2024, for Related California

2. Preliminary Geotechnical Investigation - 530 Sansome Street , 425 and 439-445 Washington Street and 447 Battery Street (Project #731728601), by Langan CA, Inc., dated June 21, 2024, for Related California

3. Zoning and Requirements Survey - 447 Battery Street (PZR Site Number 172585-1), by the Planning and Zoning Resource Company, dated June 21, 2024

4. ALTA Survey – 447 Battery Street, by Martin M. Ron Associated, dated July 22, 2024, for Related California Residential, LLC

Exhibit “J”

City’s General Disclosures

1. The Existing City Parcel is subject to San Francisco Health Code Article 22A

2. The Existing City Parcel is subject to the requirements of San Francisco Health Code Article 38

3. Remedial Action Completion Certification for LOP Site No. 10177 dated October 30, 1998, with Case Closure Form for LOP Site No. 10177 dated October 20, 1997, and supporting materials by Clayton Environmental Consultants, Inc., EJM Contractors Inc. (Project No. 7088E), Delta Environmental Laboratories (Ref. Nos. R2500400, R2510400, R2510wet, R2758400, R2758, R3079400w, and R3079

4. Environmental Site Characterization – 530 Sansome Street (Project #731728601), by Langan Engineering and Environmental Services, Inc. dated June 14, 2019, for Related California

Exhibit “K”

Form of Closing Certificate to be Delivered by Developer at Closing

DEVELOPER CLOSING CERTIFICATE
(_____, 202_)

Pursuant to the terms and conditions of that certain AMENDED AND RESTATED CONDITIONAL PROPERTY EXCHANGE AGREEMENT (530 Sansome Street and 447 Battery Street, San Francisco) dated as of _____, 2025 (the "Agreement"), by and between the City and County of San Francisco ("City"), and EQX Jackson SQ Holdco LLC, a Delaware limited liability company (“Developer"), Developer hereby certifies to City that, except as set forth in Schedule 1 attached hereto, all of Developer’s representations and warranties contained in Section 8.1 and Section 12.2 of the Agreement are true and correct in all material respects as of the Closing (as defined in the Agreement), subject to all terms and conditions set forth in the Agreement, including, without limitation, the provisions of Section 15.5 of the Agreement.

DEVELOPER:

EQX JACKSON SQ HOLDCO LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Date: _____

Schedule 1
Disclosures

EXHIBIT “L”

Form of Closing Certificate to be Delivered by City at Closing

CITY CLOSING CERTIFICATE
(_____, 202_)

Pursuant to the terms and conditions of that certain AMENDED AND RESTATED CONDITIONAL PROPERTY EXCHANGE AGREEMENT (530 Sansome Street and 447 Battery Street, San Francisco) dated _____, 2025 (the "Agreement"), by and between the City and County of San Francisco ("City"), and EQX Jackson SQ Holdco LLC, a Delaware limited liability company (“Developer"), City hereby certifies to Developer that, except as set forth in Schedule 1 attached hereto, all of City’s representations and warranties contained in Section 8.1 and Section 12.3 of the Agreement are true and correct in all material respects as of the Closing (as defined in the Agreement), subject to all terms and conditions set forth in the Agreement, including, without limitation, the provisions of Section 15.5 of the Agreement.

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By:_____
_____
Director of Property

Date: _____

Schedule 1
Disclosures

EXHIBIT “M”

Form of FIRPTA Affidavit by City at Closing

CERTIFICATE OF TRANSFEROR
OTHER THAN AN INDIVIDUAL
(FIRPTA Affidavit)

Section 1445 of the Internal Revenue Code provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the transferee of certain real property located in the City and County of San Francisco, California, that withholding of tax is not required upon the disposition of such U.S. real property interest by _____ _____, a _____ ("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. Transferor's U.S. employer identification number is _____; and

3. Transferor's office address is _____ _____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Dated: _____, 20___.

On behalf of:

_____,
[NAME]
a _____

By: _____
[NAME]
Its: _____

EXHIBIT “N”

Developer’s General Disclosures

1. Developer Documents: All matters disclosed in the Developer Documents referenced in Exhibit I to this Agreement.

EXHIBIT “O”

Form of Memorandum of Amended and Restated Conditional Property Exchange Agreement
(530 Sansome Street and 447 Battery Street, San Francisco)

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Attn: Director of Property

The undersigned hereby declares this instrument to be exempt from Recording Fees (CA Govt. Code § 27383) and Documentary Transfer Tax (CA Rev. & Tax Code § 11922 and S.F. Bus. & Tax Reg. Code § 1105)

(Space above this line reserved for Recorder’s use only)

MEMORANDUM OF AMENDED AND RESTATED CONDITIONAL PROPERTY EXCHANGE AGREEMENT (530 Sansome Street and 447 Battery Street, San Francisco)

THIS MEMORANDUM OF AMENDED AND RESTATED CONDITIONAL PROPERTY EXCHANGE AGREEMENT (530 Sansome Street and 447 Battery Street, San Francisco) (this “Memorandum of Agreement”), dated as of _____, 202_, is by and between EQX JACKSON SQ HOLDCO LLC, a Delaware limited liability company ("Developer"), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City").

1. Developer through an affiliated entity wholly controlled by Developer’s sole member, and Battery Street Holdings LLC, a California limited liability company (“447 Battery Owner”), are parties to that certain Option and Purchase Agreement for Real Property and Escrow Instructions dated as of May 7, 2024, as amended by that certain First Amendment to Option and Purchase Agreement for Real Property and Escrow Instructions dated as of May 31, 2024 (as amended, the “447 Battery Purchase Agreement”), pursuant to which Developer has the option to purchase that certain improved real at 447 Battery Street (Lot 2, Block 0206), as more particularly described in Exhibit A attached to and incorporated by this reference in this Memorandum of Agreement (the “447 Battery Property”).

2. City owns certain real property located in the City and County of San Francisco, California, commonly known as 530 Sansome Street and more particularly described in Exhibit B attached to and incorporated by this reference in this Memorandum of Agreement (the "City Real Property").

3. Developer and City have entered into that certain unrecorded Amended and Restated Conditional Property Exchange Agreement (530 Sansome Street and 447 Battery Street, San Francisco) dated as of _____, 2025 (the "Agreement"), incorporated by this reference into this Memorandum of Agreement, pursuant to which City agreed to transfer fee title to the City Real Property to Developer in exchange for having Developer (a) assign the 447 Battery Purchase Agreement to the City having already issued the Option Exercise Notice under the 447 Battery Purchase Agreement, (b) deliver cash to the City in an amount equal to the Purchase

Price as set forth in the 447 Battery Purchase Agreement to facilitate the immediate Close of Escrow by the City and 447 Battery Owner under the 447 Battery Purchase Agreement, and (c) provide a duly executed Completion Guaranty and certain other ancillary agreements, on all the terms and conditions set forth in the Agreement.

4. The purpose of this Memorandum of Agreement is to give notice of the Agreement and the respective rights and obligations of the parties thereunder, and all of the terms and conditions of the Agreement are incorporated herein by reference as if they were fully set forth herein.

5. This Memorandum of Agreement shall not be deemed to modify, alter or amend in any way the provisions of the Agreement. In the event any conflict exists between the terms of the Agreement and this instrument, the terms of the Agreement shall govern and determine for all purposes the relationship between Developer and City and their respective rights and duties.

6. This Memorandum of Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Agreement as of the date first written above.

DEVELOPER:

EQX JACKSON SQ HOLDCO LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____
Date: _____

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
_____
Director of Property
Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of San Francisco)

On _____, before me, _____, a notary public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of San Francisco)

On _____, before me, _____, a notary public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "P"

Form of Assignment of Conditional Property Exchange Agreement

THIS COLLATERAL ASSIGNMENT OF CONDITIONAL PROPERTY EXCHANGE AGREEMENT (this "Assignment") is made as of the ___ day of June, 2020, by EQX JACKSON SQ HOLDCO LLC, a Delaware limited liability company ("Borrower"), to SPT REAL ESTATE CAPITAL, LLC, a Delaware limited liability company (successor-in-interest to SPT CA FUNDINGS 2, LLC, a Delaware limited liability company, "Lender"), and consented and agreed to by THE CITY AND COUNTY OF SAN FRANCISCO, a Charter city and county ("City").

RECITALS:

A. Lender has made a loan to Borrower in the maximum principal amount of up to FORTY-TWO MILLION FOUR HUNDRED THOUSAND AND 00/100 DOLLARS ($42,400,000.00) (the "Loan"), which is secured by a Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing given by Borrower in favor of SPT CA FUNDINGS 2, LLC a Delaware limited liability company (as the same may be amended, restated, replaced, supplemented, or otherwise modified from time to time, the "Security Instrument") establishing a first priority lien on certain real property more particularly described on Exhibit A attached hereto (the "Property") to secure the payment and performance of the promissory note and other documents evidencing the Loan (the "Loan Documents"), which Security Instrument was recorded in the official records of the City and County of San Francisco on June 18, 2019 as Instrument No. 2019-K783230-00, which Security Instrument was assigned to Lender by an Assignment of Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing and Assignment of Leases and Rents, and Other Recorded Documents which was recorded in the official records of the City and County of San Francisco on June 19, 2019 as Instrument No. 2019-K783439-00.

B. Borrower and City are parties to that certain Conditional Property Exchange Agreement dated as of [even date herewith] (the "Exchange Agreement") (a true and correct copy of such Exchange Agreement is attached hereto as Exhibit B) pursuant to which, among other things, (a) Borrower has a conditional right to enter into (i) a long-term ground lease with respect to certain real property owned by the City and more particularly described therein the ("City Parcel"), and (ii) a construction management agreement pursuant to which Borrower would construct a new fire station on a portion of the Property and (b) Borrower would, if it enters into the long-term ground lease referenced in clause (i) above and the fee title conveyance conditions precedent in the Exchange Agreement are satisfied, convey a portion of the Property to City, and the City would convey fee title to the City Parcel to Borrower.

C. Lender requires, as a condition to consenting to Borrower's entry into the Exchange Agreement, that Borrower collaterally assign the Exchange Agreement and that Borrower and City agree to the terms, conditions and covenants set forth below.

AGREEMENT

For good and valuable consideration the parties hereto agree as follows:

1. Assignment of Exchange Agreement. As additional collateral security for the Loan, Borrower hereby conditionally transfers, sets over and assigns to Lender all of Borrower's right, title and interest in and to the Exchange Agreement, said transfer and assignment to automatically become a present, unconditional assignment, at Lender's option, upon the

occurrence and during the continuance of an Event of Default by Borrower under the Security Instrument or any of the other Loan Documents.

2. Subordination. Subject to the terms of this Assignment, the Exchange Agreement and any and all liens, rights and interests (whether choate or inchoate) owed, claimed or held, by City in and to the Property are and shall be in all respects subordinate and inferior to the Security Instrument and all other liens and security interests created, or to be created, for the benefit of Lender, and securing the repayment of the Loan and the performance of the obligations under the Loan Documents, and all renewals, extensions, increases, supplements, amendments, modifications or replacements thereof.

3. Termination. At such time as the Loan is paid in full and the Security Instrument is released or assigned of record, this Assignment and all of Lender's right, title and interest hereunder with respect to the Exchange Agreement shall automatically terminate without any further action on part of Lender or any other party.

4. Estoppel. City represents and warrants that as of the date hereof, (a) the Exchange Agreement is in full force and effect as to City and has not been modified, amended or assigned by City, (b) neither City nor, to City's actual knowledge without duty of inquiry, Borrower is in default under any of the terms, covenants or provisions of the Exchange Agreement, and (c) City has not commenced any action or given or received any notice from Borrower for the purpose of terminating the Exchange Agreement.

5. Lender's Right to Cure. Notwithstanding anything to the contrary in the Exchange Agreement or this Assignment, before exercising any remedy against Borrower for an event of default under the Exchange Agreement:

A. CITY SHALL PROVIDE LENDER WITH WRITTEN NOTICE OF THE BREACH OR DEFAULT BY BORROWER GIVING RISE TO SAME (THE "DEFAULT NOTICE") AND, THEREAFTER, THE OPPORTUNITY TO CURE SUCH BREACH OR DEFAULT AS PROVIDED FOR BELOW.

B. AFTER LENDER RECEIVES A DEFAULT NOTICE, LENDER SHALL HAVE A PERIOD OF THIRTY (30) DAYS BEYOND THE TIME AVAILABLE TO BORROWER UNDER THE EXCHANGE AGREEMENT IN WHICH TO CURE THE BREACH OR DEFAULT BY BORROWER; PROVIDED, IF SUCH BREACH OR DEFAULT IS NOT CAPABLE OF CURE WITHIN THIRTY (30) DAYS, LENDER SHALL HAVE SUCH ADDITIONAL TIME AS LENDER MAY REASONABLE REQUIRE, NOT TO EXCEED NINETY (90) DAYS IN THE AGGREGATE. IN ADDITION, AS TO ANY BREACH OR DEFAULT BY BORROWER THE CURE OF WHICH REQUIRES POSSESSION OR CONTROL OF THE PROPERTY, LENDER'S CURE PERIOD SHALL CONTINUE FOR SUCH ADDITIONAL TIME AS LENDER MAY REASONABLY REQUIRE TO OBTAIN POSSESSION OR CONTROL OF THE PROPERTY WITH DUE DILIGENCE AND THEREAFTER CURE THE BREACH OR DEFAULT WITH REASONABLE DILIGENCE AND CONTINUITY; PROVIDED, IF THE INITIAL CLOSING (AS DEFINED IN THE EXCHANGE AGREEMENT) HAS OCCURRED, SUCH ADDITIONAL TIME SHALL NOT EXCEED A PERIOD OF ONE (1) YEAR. ANY SUCH BREACH OR DEFAULT THAT IS PERSONAL TO BORROWER (E.G., A BANKRUPTCY EVENT WITH RESPECT TO BORROWER) SHALL BE DEEMED CURED AS TO LENDER'S ASSUMED OBLIGATIONS UNDER THE EXCHANGE AGREEMENT UPON LENDER'S OBTAINING POSSESSION OR CONTROL OF THE PROPERTY; PROVIDED, HOWEVER, THAT CITY SHALL STILL HAVE THE RIGHT TO BRING A SEPARATE CLAIM AGAINST BORROWER AS TO SUCH PERSONAL BREACH OR DEFAULT.

6. Recognition of Qualifying Successor Developer; Release of Borrower.

A. UPON A QUALIFYING SUCCESSOR DEVELOPER (AS DEFINED BELOW) TAKING TITLE TO THE PROPERTY FOLLOWING A FORECLOSURE EVENT (AS DEFINED BELOW), (A) AT SUCH QUALIFYING SUCCESSOR DEVELOPER'S ELECTION, WHICH SHALL BE MADE IN WRITING TO CITY WITHIN THIRTY (30) DAYS OF TAKING TITLE, (I) CITY SHALL RECOGNIZE SUCH QUALIFYING SUCCESSOR DEVELOPER AS THE "DEVELOPER" UNDER THE EXCHANGE AGREEMENT AS AFFECTED BY THIS ASSIGNMENT; (II) THE EXCHANGE AGREEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT AS A DIRECT AGREEMENT, IN ACCORDANCE WITH ITS TERMS (EXCEPT AS PROVIDED IN THIS ASSIGNMENT), BETWEEN SUCH QUALIFYING SUCCESSOR DEVELOPER AND CITY; (III) TO THE EXTENT THEY EXIST AT SUCH TIME OF TAKING TITLE, SUCH QUALIFYING SUCCESSOR DEVELOPER SHALL BE DEEMED TO HAVE AUTOMATICALLY ASSUMED ALL OF BORROWER'S RIGHTS, INTERESTS, AND OBLIGATIONS UNDER THE CONSTRUCTION MANAGEMENT AGREEMENT (AS DEFINED IN THE EXCHANGE AGREEMENT) AND, SUBJECT TO ANY CONSENT RIGHTS OF THE COUNTERPARTY THERETO, THE CONSTRUCTION CONTRACT (AS DEFINED IN THE EXCHANGE AGREEMENT), THE ARCHITECT CONTRACT (AS DEFINED IN THE EXCHANGE AGREEMENT), AND ANY PROJECT CONTRACT (AS DEFINED IN THE EXCHANGE AGREEMENT); AND (IV) SUCH QUALIFYING SUCCESSOR DEVELOPER SHALL BE BOUND TO CITY UNDER ALL THE TERMS AND CONDITIONS OF THE EXCHANGE AGREEMENT AND THE CONSTRUCTION MANAGEMENT AGREEMENT (TO THE EXTENT IT EXISTS AT THE TIME OF A FORECLOSURE EVENT), EXCEPT AS PROVIDED IN THIS ASSIGNMENT OR IN THE CONSTRUCTION MANAGEMENT AGREEMENT (TO THE EXTENT IT EXISTS AT THE TIME OF A FORECLOSURE EVENT), AND (B) THE BORROWER SHALL BE AUTOMATICALLY RELEASED FROM ITS OBLIGATIONS UNDER THE EXCHANGE AGREEMENT AS OF THE DATE OF SUCH ASSUMPTION BY THE QUALIFYING SUCCESSOR DEVELOPER, AND UPON BORROWER'S WRITTEN REQUEST, THE CITY SHALL PROMPTLY CONFIRM THE SAME IN WRITING. THE PROVISIONS OF THIS SECTION 5(A) SHALL BE EFFECTIVE AND SELF-OPERATIVE WITHOUT ANY NEED FOR A QUALIFYING SUCCESSOR DEVELOPER OR CITY TO EXECUTE ANY FURTHER DOCUMENTS (OTHER THAN NOTICE TO CITY OF QUALIFYING SUCCESSOR DEVELOPER'S ELECTION). CITY SHALL, HOWEVER, CONFIRM THE PROVISIONS OF THIS SECTION 5(A) IN WRITING UPON REQUEST BY ANY QUALIFYING SUCCESSOR DEVELOPER WITHIN TEN (10) BUSINESS DAYS OF SUCH REQUEST.

B. IF THE QUALIFYING SUCCESSOR DEVELOPER TAKING TITLE TO THE PROPERTY AND ASSUMES BORROWER'S RIGHTS, INTERESTS, AND OBLIGATIONS UNDER THE EXCHANGE AGREEMENT FOLLOWING A FORECLOSURE EVENT IS LENDER (OR ITS ASSIGNEE OR NOMINEE), THEN THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS SHALL APPLY NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE EXCHANGE AGREEMENT TO THE CONTRARY:

i. If the Initial Closing has not yet occurred, Qualifying Successor Developer shall have the right to notify City in writing that it elects not to construct the Station Project, in which event each and every deadline imposed upon "Developer" under the Exchange Agreement shall be deemed tolled until the earlier to occur of (A) the fifteen (15) month anniversary of City's receipt of such notification from Qualifying Successor Developer and (B) such Qualifying Successor Developer's transfer of the Property to another party;

ii. If the Initial Closing has occurred, Qualifying Successor Developer shall have the right to notify City in writing that it elects not to construct the Station Project, in which event each and every deadline imposed upon "Developer" under the Exchange Agreement shall be deemed tolled until the earlier to occur of (A) the six (6) month anniversary of the later of (x) City's receipt of such notification from Qualifying Successor Developer and (y) City's granting to Qualifying Successor Developer all rights and privileges of "Developer" under the Exchange Agreement and the other agreement contemplated thereby and (B) such Qualifying Successor Developer's transfer of the Property to another party; and

iii. City shall not withhold its consent to an assignment of the Exchange Agreement by Qualifying Successor Developer to any successor owner of the Property that satisfies the Successor Developer Requirement, and upon consummation of any such assignment of the Exchange Agreement, that assigning Qualifying Successor Developer shall be immediately and automatically released in full from any and all obligations under the Exchange Agreement.

C. THE FOLLOWING TERMS HAVE THE FOLLOWING DEFINITIONS:

i. "Foreclosure Event" means: (A) foreclosure under the Security Instrument; (B) any other exercise by Lender of rights and remedies (whether under the Security Instrument or under applicable law, including bankruptcy law) as holder of the Loan and/or the Security Instrument, as a result of which Lender or any other person becomes owner of the Property; or (C) delivery by Borrower to Lender (or its designee or nominee) of a deed or other conveyance of Borrower's interest in the Property in lieu of any of the foregoing.

ii. "Qualifying Successor Developer" means (A) [_____]; (B) any winning bidder at a foreclosure sale with respect to the Property that satisfies the Successor Developer Requirement; or (C) any transferee of [_____] that is approved by City, such approval not to be unreasonably withheld, conditioned or delayed if such transferee satisfies the Successor Developer Requirement.

iii. "[_____]" means [_____], or any other subsidiary or affiliate of [_____]

iv. "Successor Developer Requirement" means, with respect to a successor owner of the Property, that as of the date such owner acquires title to the Property, such owner: (A) has, or has engaged a construction manager with, an least ten (10) years' experience constructing commercial projects; (B) either (x) has a net worth (inclusive of its equity in the Property) equal to at least $25,500,000 or (y) has delivered to the City a guaranty of performance of the obligations of "Developer" under the Exchange Agreement in an amount that, when aggregated with the net worth of such successor owner, does not exceed $25,500,000 and otherwise in form and substance reasonably satisfactory to City; and (C) is subject to jurisdiction of the courts of the State of California.

7. Protection of Qualifying Successor Developer. Notwithstanding anything to the contrary in the Exchange Agreement, no Qualifying Successor Developer or other successor owner of the Property shall be liable for or bound by any of the following matters:

A. ANY CLAIM CITY MAY HAVE AGAINST BORROWER RELATING TO ANY EVENT OR OCCURRENCE BEFORE THE CONSUMMATION OF THE FORECLOSURE EVENT, INCLUDING ANY CLAIM FOR INDEMNIFICATION AND/OR DAMAGES OF ANY KIND WHATSOEVER AS THE RESULT OF ANY BREACH BY BORROWER THAT OCCURRED BEFORE THE CONSUMMATION OF THE FORECLOSURE EVENT. THE FOREGOING SHALL NOT LIMIT CITY'S RIGHT TO EXERCISE AGAINST QUALIFYING SUCCESSOR DEVELOPER ANY CLAIM OTHERWISE AVAILABLE TO

CITY BECAUSE OF (I) EVENTS OCCURRING AFTER THE CONSUMMATION OF THE FORECLOSURE EVENT OR (II) ANY EVENT THAT OCCURS BEFORE THE CONSUMMATION OF THE FORECLOSURE EVENT TO THE EXTENT IT CONTINUES AFTER SUCH CONSUMMATION AND IS SUSCEPTIBLE TO CURE BY QUALIFYING SUCCESSOR DEVELOPER.

B. ANY MODIFICATION OR AMENDMENT OF THE EXCHANGE AGREEMENT, OR ANY WAIVER OF THE TERMS OF THE EXCHANGE AGREEMENT, MADE WITHOUT LENDER'S PRIOR WRITTEN CONSENT.

C. ANY CONSENSUAL OR NEGOTIATED SURRENDER, CANCELLATION, OR TERMINATION OF THE EXCHANGE AGREEMENT, IN WHOLE OR IN PART, AGREED UPON BETWEEN BORROWER AND CITY WITHOUT LENDER'S WRITTEN CONSENT, UNLESS EFFECTED UNILATERALLY BY CITY PURSUANT TO THE EXPRESS TERMS OF THE EXCHANGE AGREEMENT.

8. Agreement by Borrower and City. Each of Borrower and City hereby agrees that it shall not execute and/or deliver the Ground Lease or the Construction Management Agreement (each as defined in the Exchange Agreement) without the written consent of Lender.

9. Consent and Agreement by City. City hereby acknowledges and consents to this Assignment. City agrees that it will act in conformity with the provisions of this Assignment and Lender's rights hereunder. Further, City hereby agrees not to contest or intentionally impede the proper exercise by Lender of any right it has under or in connection with this Assignment.

10. Further Assurances. City further agrees to (a) execute such affidavits and certificates as Lender shall reasonably require to further City's representations or obligations under this Assignment, and (b) on request from Lender, furnish Lender with copies of such information as Borrower is entitled to receive under the Exchange Agreement to the extent Borrower fails to timely deliver it to Lender following Lender's written request to Borrower.

11. Exculpation. Notwithstanding anything to the contrary in this Assignment or the Exchange Agreement, (a) Lender shall have no liability under the Exchange Agreement unless and until Lender (or its designee or nominee) assumes the obligations under the Exchange Agreement as a Qualified Successor Developer and (b) in such case, Lender's (or its designee's or nominee's, as applicable) obligations and liability under the Exchange Agreement shall never extend beyond Lender's (or its designee's or nominee's, as applicable) interest in the Property from time to time (collectively, the "Lender's Interest"). City shall look exclusively to Lender's Interest for payment or discharge of any obligations of Lender (or its designee or nominee, as applicable) under the Exchange Agreement. If City obtains any money judgment against Lender (or its designee or nominee, as applicable) with respect to the Exchange Agreement or the relationship between Lender (or its designee or nominee, as applicable) and City, then City shall look solely to Lender's Interest to collect such judgment. City shall not collect or attempt to collect any such judgment out of any other assets of Lender (or its designee or nominee, as applicable).

12. Governing Law. This Assignment shall be governed by California law.

13. Notices. All notices, consents, approvals and requests required or permitted hereunder shall be given in writing and shall be effective for all purposes if (a) hand delivered or (b) sent by certified or registered United States mail, postage prepaid, return receipt requested or (c) sent by expedited prepaid delivery service, either commercial or United States Postal Service, with proof of attempted delivery (with a copy of any notice delivered by the methods described in clause (b) or clause (c) to be sent by electronic mail), addressed as follows (or at such other address and

Person as shall be designated from time to time by any party hereto, as the case may be, in a written notice to the other parties hereto in the manner provided for in this Section 13):

If to Lender: [_____]
with a copy to:[_____]

If to Borrower: EQX Jackson SW Holdco LLC
c/o The Related Companies, L.P.
60 Columbus Circle
New York, NY 10023
Attention: David Zussman
Email: david.zussman@related.com

With a copy to: The Related Companies, L.P.
44 Montgomery
San Francisco, CA 94104
Attention: Matthew Witte
Email: matthew.witte@related.com

With a copy to: The Related Companies, L.P.
44 Montgomery
San Francisco, CA 94104
Attention: Gino Canori
Email: gcanori@related.com

With a copy to: J. Abrams Law, P.C.
538 Hayes Street
San Francisco, California 94102
Attention: Jim Abrams
Email: jabrams@jabramslaw.com

If to City: Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Attn: Director of Property
Re: 530 Sansome Property Exchange
Facsimile No.: (415) 552-9216

With a copy to: Carol Wong
Deputy City Attorney
Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4682
Re: 530 Sansome Property Exchange
Facsimile No.: (415) 554-4757

A notice shall be deemed to have been given: in the case of hand delivery, at the time of delivery; in the case of registered or certified mail, when delivered or the first attempted delivery on a Business Day; or in the case of expedited prepaid delivery, upon the first attempted delivery on a Business Day.

14. No Oral Change. This Assignment may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower, Lender or City, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

15. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Borrower, City and Lender and their respective successors and assigns forever. Lender shall not assign or transfer its rights under this Assignment in connection with any assignment of the Loan and the Loan Documents without the prior written consent of City, not to be unreasonably withheld, conditioned or delayed; provided, City's consent shall not be required in connection with a transfer to Starwood. Neither Borrower nor City shall have the right to assign or transfer its rights or obligations under this Assignment without the prior written consent of Lender, and any attempted assignment without such consent shall be null and void.

16. Inapplicable Provisions. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

17. Headings, etc. The headings and captions of various paragraphs of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

18. Duplicate Originals, Counterparts. This Assignment may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Assignment may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Assignment. The failure of any party hereto to execute this Assignment, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date and year first written above.

BORROWER:

EQX JACKSON SQ HOLDCO LLC,
a Delaware limited liability company

By:
Name:
Title:

CITY:
CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
_____
Director of Property

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Carol Wong
Deputy City Attorney

EXHIBIT A TO COLLATERAL ASSIGNMENT OF
CONDITIONAL PROPERTY EXCHANGE AGREEMENT
Legal Description of Land

PARCEL ONE:

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND WHICH IS SITUATED AS AFORESAID, AND WHICH IS BOUNDED BY A LINE COMMENCING AT A POINT IN THE SOUTHERLY LINE OF WASHINGTON STREET (AS EXISTED PRIOR TO THE WIDENING THEREOF), DISTANT THEREON 90 FEET AND 3-1/2 INCHES EASTERLY FROM THE POINT OF INTERSECTION OF SAID LINE OF WASHINGTON STREET WITH THE EASTERLY LINE OF SANSOME STREET; RUNNING THENCE EASTERLY ON AND ALONG SAID SOUTHERLY LINE OF WASHINGTON STREET 47 FEET 5-1/2 INCHES; THENCE SOUTHERLY 122 FEET, MORE OR LESS, AND TO A POINT IN THE NORTHERLY LINE OF MERCHANT STREET WHICH IS DISTANT THEREON 137 FEET 9-1/2 INCHES EASTERLY FROM THE POINT OF INTERSECTION OF SAID LINE OF MERCHANT STREET WITH THE EASTERLY LINE OF SANSOME STREET; THENCE WESTERLY, ON AND ALONG SAID LINE OF MERCHANT STREET, 47 FEET AND 6-3/8 INCHES; AND THENCE NORTHERLY 122 FEET TO THE SAID SOUTHERLY LINE OF WASHINGTON STREET AND SAID POINT OF COMMENCEMENT. THE SAME BEING A PORTION OF BEACH AND WATER LOTS NUMBERS 133, 134 AND 135, AS THE SAME ARE NUMBERED, DELINEATED AND SHOWN ON THE OFFICIAL MAP OF SAID CITY AND COUNTY OF SAN FRANCISCO.

EXCEPTING THEREFROM SUCH PORTION OF THE SAME AS IS DESCRIBED IN THAT CERTAIN GRANT DEED TO THE CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION, DATED MAY 14, 1967 AND RECORDED AUGUST 9, 1967 IN BOOK B167, OF OFFICIAL RECORDS, PAGES 723 AND 724.

APN: LOT 013, BLOCK 0206

PARCEL TWO:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF WASHINGTON STREET, DISTANT THEREON 137 FEET AND 9 INCHES EASTERLY FROM THE EASTERLY LINE OF SANSOME STREET; RUNNING THENCE EASTERLY ALONG SAID LINE OF WASHINGTON STREET 40 FEET AND 6 INCHES, MORE OR LESS, TO A POINT ON THE SOUTHERLY LINE OF WASHINGTON STREET, DISTANT THEREON 97 FEET WESTERLY FROM THE WESTERLY LINE OF BATTERY STREET; THENCE AT A RIGHT ANGLE SOUTHERLY 122 FEET TO THE NORTHERLY LINE OF MERCHANT STREET; THENCE WESTERLY ALONG SAID LINE OF MERCHANT STREET 40 FEET AND 6 INCHES, MORE OR LESS, TO A POINT ON THE SAID LINE OF MERCHANT STREET, DISTANT THEREON 137 FEET AND 9-1/2 INCHES EASTERLY FROM THE EASTERLY LINE OF SANSOME STREET; RUNNING THENCE NORTHERLY 122 FEET TO THE SOUTHERLY LINE OF WASHINGTON STREET AND THE POINT OF BEGINNING.

BEING PART OF 50 VARA BLOCK NO. 35

EXCEPTING THEREFROM, THAT PORTION OF SAID LAND CONVEYED TO THE CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION, BY DEED RECORDED MAY 26, 1967, IN BOOK B146, PAGE 875 OF OFFICIAL RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF WASHINGTON STREET, DISTANT THEREON 137.750 FEET EASTERLY FROM THE EASTERLY LINE OF SANSOME STREET, AND THENCE RUNNING EASTERLY ALONG SAID LINE OF WASHINGTON STREET 40.50 FEET, MORE OR LESS, TO A POINT ON SAID SOUTHERLY LINE OF WASHINGTON STREET, DISTANT THEREON 97 FEET WESTERLY FROM THE WESTERLY LINE OF BATTERY STREET; THENCE AT A RIGHT ANGLE SOUTHERLY 23 FEET; THENCE AT A RIGHT ANGLE WESTERLY 40.50 FEET, MORE OR LESS, TO A LINE DRAWN FROM THE POINT OF BEGINNING TO A POINT ON THE NORTHERLY LINE OF MERCHANT STREET, DISTANT THEREON 137.792 FEET EASTERLY FROM THE EASTERLY LINE OF SANSOME STREET; THENCE RUNNING NORTHERLY ALONG SAID LINE SO DRAWN 23 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BEING A PORTION OF 50 VARA BLOCK NO. 35.

APN: LOT 014, BLOCK 0206

EXHIBIT B TO COLLATERAL ASSIGNMENT OF
CONDITIONAL PROPERTY EXCHANGE AGREEMENT
Exchange Agreement
(see attached)