



Edwin M. Lee, Mayor
Naomi M. Kelly, City Administrator



John Updike
Director of Real Estate

June 4, 2014

William A. Witte, President
Matthew L. Witte, Principal
Related California Urban Housing, LLC
18201 Von Karman Ave., Suite 900
Irvine, CA 92612

RE: Exclusive Negotiations Agreement and Letter of Intent Regarding Potential City Purchase of Real Property from Related California

Dear Bill and Matt:

The City and County of San Francisco (the "City") is pleased to learn Related California Urban Housing, LLC ("Related") recently signed a letter of intent with Goodwill Industries of San Francisco, San Mateo and Marin Counties, Inc. ("Goodwill") to acquire approximately 110,772 square feet of real property located at 1500-1580 Mission Street in San Francisco (the "Goodwill Property"). We also understand that at the conclusion of your due diligence, Related intends to enter into a purchase and sale agreement and lease with Goodwill on or before June 4, 2014. At such time, Related intends to deposit \$5,000,000 into escrow, which deposit shall become non refundable and applied to the final purchase price. Related's acquisition of the Goodwill Property is scheduled to close on or before September 4, 2014 (the "Related Closing Date").

We have discussed Related's plan to reserve a portion of the Goodwill Property (the "Office Parcel") for the development of a Class A administrative office building (the "Proposed Office Building") as more particularly described below (collectively, the "Office Project"). The Office Project will be part of a mixed use development to be developed by Related with the balance of the Goodwill Property currently planned to be a high density multifamily residential complex of approximately 550 units with retail on the ground floor (collectively, the "Project"). The City could then acquire the Office Project following required environmental review and upon completion in accordance with a conditional purchase and sale agreement.

Related prepared and the City staff reviewed and concurred with conceptual site plans, typical floor plans, sections and preliminary massing studies for the Office Project. As currently envisioned, the Office Project will consist of approximately 462,000 gross square feet, excluding parking areas, on 14 floors. Related's architects prepared conceptual drawings, and its contractor provided a detailed cost estimate and scope of work for the Office Project which have been incorporated into the preliminary development budget, attached as Exhibit A.

This letter agreement (this “ENA”) sets forth the terms on which the City and Related will exclusively negotiate for a potential City acquisition of the Office Project. During the negotiation and environmental review process, and for so long as this ENA remains in effect, the City and Related agree to work collaboratively with Related’s architect and contractor on pricing and design matters so as to further refine the specifications, scope and cost of the Office Project in keeping with the City’s operational and budgetary constraints while also maintaining the compatibility of the Office Project with the adjacent residential development being planned by Related on the balance of the Goodwill Property.

Under this ENA, the City, acting through the Director of Property, and Related agree as follows:

1. The City’s Director of Property and Related have each approved a letter of intent outlining the general terms and conditions for the City’s potential acquisition of the Office Project (the “LOI”). The LOI is attached as Exhibit B.
2. Upon Related’s execution and delivery of the LOI, the City’s Director of Property shall seek Board of Supervisors (“Board”) endorsement of this ENA and the LOI, together with authorization to make the nonrefundable Availability Payment and to pay the City’s share of the initial schematic design costs (collectively, the “City Non-Refundable Payments”) as set forth in the LOI. If the Board does not endorse this ENA and the LOI and provide authorization to make the City Non-Refundable Payments on or before July 31, 2014, then either the City or Related may terminate negotiations and this ENA without cost or penalty by notifying the other of such termination. All City payments due under this ENA to Related are conditioned on and subject to (and will not occur until after) the Board endorsement, if any, and concurrently with Related’s acquisition of the Goodwill Property, if at all.
3. Upon Related’s execution and delivery of the LOI, the Director of Property shall, working with the City Attorney’s Office, promptly draft a purchase and sale agreement consistent with the LOI (the “conditional PSA”). Each party shall be responsible for its own negotiating costs and for any third party costs incurred by such party during negotiations, and agrees to proceed with such costs at its sole risk. Related staff and the Director of Property will negotiate in good faith to reach mutually agreeable terms, as to form and substance, including a formula for determining the purchase price based on square footage for the conditional PSA as quickly as practical but in any event, unless extended by both parties in writing, the City shall secure Board endorsement of the conditional PSA on or before October 31, 2014 (the “PSA Endorsement Date”), provided (i) either party can terminate negotiations and this ENA without cost or penalty if the Board does not endorse this ENA and the LOI and authorize payment of the City Non-Refundable Payments by July 31, 2014, (ii) either party can terminate negotiations and this ENA without cost or penalty if Related does not acquire the Goodwill Property on or before the Related Closing Date, and (iii) City can terminate negotiations and this ENA after the Related Closing Date but before the PSA Endorsement Date without cost or penalty upon the City’s payment of any City Non-Refundable Payments that are due and owing to Related as of the date of termination. During negotiations of the conditional PSA, Related further agrees that it will prepare the initial schematic designs and continue to prepare documents and applications for environmental review and entitlements.
4. Following Related’s receipt of the first payment of the City Non-Refundable Payments, neither party can during the negotiations period for the conditional PSA (as set forth in paragraph 5

below) insist on terms that are materially different from or more burdensome to the other party (“Changed Terms”) with respect to the matters identified in the LOI. Continued insistence on Changed Terms, following written notice and a 15-day opportunity to cure or retract such insistence on the Changed Terms, shall be deemed a breach of this ENA. Upon any breach by the City, Related can terminate negotiations and this ENA and the City shall be required to pay, to the extent not previously paid, any City Non-Refundable Payments due and owing as of the date of termination. Upon any breach by Related, the City can terminate negotiations and this ENA and Related shall be required to return all City Non-Refundable Payments made by the City before the date of termination, together with interest at the average 2014 rate earned by City on its cash reserves, compounded monthly, from the date of each City payment to the date of Related’s reimbursement to the City. That rate is estimated at 0.90% per year. The above remedies are the sole remedies available for any breach of the terms of this ENA, and there are no other remedies available at law or in equity for any breach by either party. Any Project changes, mitigation measures or alternatives required by the City acting in its regulatory capacity during Project entitlement or as a condition of Project entitlement, including changes in design or density but excluding the economic terms agreed to between Related and the City in the LOI, resulting from environmental review under CEQA, shall not be deemed Changed Terms under the ENA.

5. The negotiation period under this ENA shall begin on the date both parties execute this ENA, and shall end on the date of termination of negotiations by either party as set forth in this ENA or, if there has been no termination, on the PSA Endorsement Date. During the negotiations period, (1) each party agrees to negotiate in good faith for the conditional PSA based on the terms set forth in the LOI, (2) Related agrees that it will not negotiate with any other party for the sale of the Office Parcel or the Office Project, and (3) the City’s Director of Property agrees, acting on his own or in conjunction with any agent of the City, not to negotiate for any other property (site or building) in which to relocate the City personnel intended to occupy the Office Project. The City personnel intended to occupy the Office Project are: Planning Department from 1650 Mission St., Department of Building and Inspection from 1660 Mission St., Retirement from 30 Van Ness Ave. and 1145 Market St., Health Services from 1145 Market St., Department of Public Works from 30 Van Ness Ave. and 1155 Market St. and 1680 Mission St. and City Hall. Any such negotiations with another party shall be deemed a breach by the offending party without a cure period, and shall entitle the other party to the remedy for breach set forth above.
6. Upon the completion of negotiations for the conditional PSA, if successful, the Director of Property agrees to promptly seek Board and Mayor endorsement and approval and then promptly execute the conditional PSA to authorize Developer to proceed with the design development work. Any such approval shall be given or denied in the sole discretion of the Board and the Mayor, in accordance with applicable law, and City staff shall not be required to lobby Board members or the Mayor to obtain such approvals or continue seeking approvals following an initial Board action on the Office Project. The Director of Property shall further seek Board ratification of the conditional PSA and authorization to proceed with the proposed purchase and design build transaction upon certification of the environmental review documents, as described in the LOI.
7. The City understands that Related intends to seek land use entitlements for the Project following completion of environmental review regardless of whether the ENA is terminated or

the parties enter into the conditional PSA. Upon any such entitlement, Related shall have the unfettered ability to proceed with development and leasing to other third parties if the City and Related do not enter into the conditional PSA for any reason or the City fails to purchase the Office Project in accordance with the terms of the conditional PSA.

8. The City understands that although Related is the named purchaser in the purchase and sale agreement with Goodwill, Related intends to form an affiliated single purpose entity (“Related Affiliate”) to acquire and develop the Goodwill Property. Under the Goodwill purchase and sale agreement, Related has the right to assign its rights and obligations to a Related Affiliate prior to closing of the acquisition. City agrees that Related will have the right to assign its rights and obligations under this ENA and the LOI to the Related Affiliate that acquires the Goodwill Property, provided that (i) the Related Affiliate assumes the obligations of Related under this ENA and the LOI, and (ii) if the Related Affiliate breaches this ENA or the LOI and does not reimburse the City funds as required, then the City shall have the right to seek reimbursement of such funds from Related.

This ENA and the attached LOI is a preliminary statement of parties’ general intentions with regard to the proposed purchase transaction. The City and Related mutually intend that neither party shall have any liability to the other except as expressly set forth in this ENA following Related’s receipt of the first payment of the City’s Non-Refundable Payments. The City has no obligation to enter into the conditional PSA, and the failure of negotiations by itself, despite the parties’ good faith efforts, shall not be deemed a breach of this ENA. If there is any legal challenge to this ENA, each party shall be responsible for its own legal costs and for providing its own defense; provided, either party can choose to terminate this ENA as set forth above. This ENA is personal to Related and the City, and is not assignable without the prior written consent of the other party. Time is of the essence, for the benefit of both parties.

Pursuant to CEQA Guidelines Section 15004(b)(2)(A), the City may “designate a preferred site for CEQA review and may enter into land acquisition agreements when the agency has conditioned the agency’s future use of the site on CEQA compliance,” but may not acquire property for a project that may have a potential impact on the environment until there has been complete compliance with the California Environmental Quality Act and the City’s Environmental Quality Regulations (S.F. Admin. Code Chapter 31). If the Project is found to cause significant adverse impacts that have not been mitigated, the City retains absolute discretion to: (1) modify the Project to mitigate significant adverse environmental impacts, (2) select feasible alternatives which avoid significant adverse impacts of the Project, (3) require the implementation of specific measures to mitigate the significant adverse environmental impacts of the Project, as identified during the environmental review process, (4) reject the Project as proposed if the economic and social benefits of the Project do not outweigh otherwise unavoidable significant adverse impacts of the project, or (5) approve the Project upon a finding that the economic and social benefits of the Project outweigh otherwise unavoidable significant adverse impacts. Accordingly, the PSA for the Office Project shall be contingent on the City ratifying the acquisition after all environmental review has been completed in accordance with law. Any City failure to ratify the conditional PSA following environmental review must be based upon information revealed through the environmental review process and not the economic terms of the proposed transaction. This ENA and the LOI establish the terms for negotiations and payments for certain limited pre-development planning, design and opportunity costs that must be incurred by Related during negotiations. While this ENA and the LOI summarizes certain essential terms for negotiations relative

to a proposed City acquisition, it does not set forth all of the material aspects of any such acquisition or Project. There is no legal obligation for the City to proceed with an acquisition unless and until the parties have negotiated, executed and delivered a mutually acceptable conditional PSA and the City has ratified the conditional PSA following environmental review.

This ENA and the LOI contains all of the agreements of the parties with respect to any matter covered or mentioned in this ENA or the LOI, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. Any amendment to this ENA must be in writing and signed by the parties. This ENA shall be governed by and construed in accordance with California law.

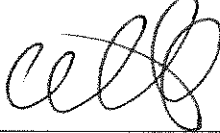
We look forward to negotiating and working with you on this transaction, and are hopeful that we can reach mutually acceptable terms and agreements to allow the City to proceed with the proposed acquisition.

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

DEVELOPER:

RELATED CALIFORNIA URBAN
HOUSING, LLC, a California limited liability
company

By: The Nicholas Company, Inc., a Delaware
corporation, Its Non-Member Manager

By: 
WILLIAM A. WITTE, President

Date: 7TH June 2014

By: 
MATTHEW L. WITTE
Principal

Date: 7TH June 2014

CITY:

CITY AND COUNTY OF
SAN FRANCISCO, a municipal corporation

By: 
JOHN UPDIKE
Director of Property

Date: June 4, 2014

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

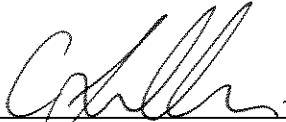
By: 
CHARLES SULLIVAN
Deputy City Attorney

EXHIBIT A

SCOPE OF WORK & COST ESTIMATES

EXHIBIT A - SCOPE OF WORK & COST ESTIMATES

GOODWILL SITE

Related Companies of California

Budget	Factor	Value	\$ / GSF
Land Price	\$65 / GSF	30,000,000	64.89
Real Estate Commissions	1.00%	2,412,239	5.22
Related Development Fee (Mgmt)	4.00%	7,954,729	17.20
Related Development Fee (Financing) ⁽¹⁾	1.00%	1,988,682	4.30
Soft Costs	\$18 / GSF	8,322,300	18.00
Fees & Permits ⁽²⁾	Calculated	13,167,471	28.48
Core & Shell ⁽³⁾	\$301 / GSF	139,263,450	301.21
Tenant Improvements ⁽⁴⁾	\$50 / GSF	23,117,500	50.00
Finance Costs	Calculated	14,352,821	31.04
Soft Cost Cont.	3.0%	644,693	1.39
Total		\$241,223,886	\$521.73

Sources of Funds	% of Total	Value	\$ / GSF
Equity	0.0%	0	0.00
Debt	100.0%	241,223,885	521.73
Total	100.0%	\$241,223,886	\$521.73

Property Metrics	
Gross Buildable SF	462,350

Construction Loan Assumptions	
Financing LTC	100.0%
Interest Rate	5.0%
Points / Closing Costs	1.0%

Sale Assumptions	
Sale Year ⁽⁵⁾	3 Yrs
Profit to Related on Total Cost	5.0%
Development Costs	\$241,223,886
+ Profit to Related	12,061,194
Total Sale Price	\$253,285,080

Period	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Acquisition Price	-30,000,000							
Development Costs (Land Includes Closing Costs)		-98,435,532	-98,435,532					
Sale Value ⁽⁵⁾				253,285,080	0	0	0	0
- Transaction Costs				0	0	0	0	0
Net Proceeds				253,285,080	0	0	0	0
Unlevered Cash Flow⁽⁶⁾	-\$30,000,000	-\$98,435,532	-\$98,435,532	\$253,285,080	\$0	\$0	\$0	\$0
- Origination Points / Closing Costs	-2,412,239							
+ Borrowings	32,412,239	102,415,726	106,395,920	0				
- Interest Payments		-3,980,194	-7,960,388	0	0	0	0	0
- Principal Payments				0	0	0	0	0
- Repayment of Principal at Refinance / Sale				-241,223,885	0	0	0	0
Levered Cash Flow⁽⁶⁾	\$0	\$0	\$0	\$12,061,194	\$0	\$0	\$0	\$0

NOTES

- (1) Charged on 100% LTC debt raise
- (2) See attachment for detail
- (3) As provided by Sinwerton; assumes restoration of historic clock tower and historic façade of southeasterly wall
- (4) Assumes \$50 per square foot
- (5) Assumes sale on Day 1 of Year 3 - i.e. assumes sale on day after TCO. Assumes 24 month development period
- (6) Does not include carry costs (only exposure is real estate taxes) or pre-development expenses

EXHIBIT A - SCOPE OF WORK & COST ESTIMATES

SWINERTON BUILDERS
 260 TOWNSEND STREET
 SAN FRANCISCO, CA 94107
 415-421-2980

**PROJECT CHESS - "Go Big" - Option 1
 RELATED**



JOB	PROJECT CHESS	PROJECT TYPE	OFFICE
LOCATION	SAN FRANCISCO	STRUCTURE TYPE	GIP CONCRETE
OWNER	RELATED	NO. STORIES ABOVE GRADE	14
ARCHITECT	BAR	NO. STORIES BELOW GRADE	2
STR.ENG.	KPFF	GROSS OFFICE AREA	462,350
EST. DATE	8-May-14	RETAIL	
DWG. PHASE	CONCEPTUAL	MEP	
REVISION NO			
REV. DATE			
	625 SF/CAR	BELOW PARKING SPACES	118 73,800
		TOTAL GROSS FLOOR AREA	536,150
		PROJECT DURATION - MONTHS	24
	CONCEPTUAL DRAWINGS	GROSS SITE AREA-SQ.FT.	46,225
	14 STORY OFFICE BUILDING POST TENSIONED CONCRETE FRAME		
FILENAME	Project Chess - QTO-Detail - Go Big.xlsx	START DATE	2-May-14
		PERCENT OF TOTAL COST	TOTAL COST BUILDING
DIV 2 SITE DEVELOPMENT		4.53%	6,165,725 11.50
DIV 3 CONCRETE		20.11%	27,343,650 51.00
DIV 4 MASONRY		0.20%	268,075 0.50
DIV 5 METALS		2.37%	3,216,900 6.00
DIV 6 WOOD AND PLASTIC		0.39%	536,150 1.00
DIV 7 THERMAL AND MOISTURE PROTECTION		2.56%	3,484,975 6.50
DIV 8 DOORS AND WINDOWS		10.65%	14,476,050 27.00
DIV 9 FINISHES		9.46%	12,867,600 24.00
DIV 10 SPECIALTIES		0.59%	804,225 1.50
DIV 11 EQUIPMENT		0.79%	1,072,300 2.00
DIV 12 FURNISHINGS		0.20%	268,075 0.50
DIV 13 SPECIAL CONSTRUCTION		0.00%	0 0.00
DIV 14 CONVEYING EQUIPMENT		3.15%	4,289,200 8.00
DIV 15 MECHANICAL		16.56%	22,518,300 42.00
DIV 16 ELECTRICAL		7.89%	10,723,000 20.00
GENERAL REQUIREMENTS		1.77%	2,412,675 4.50
JOB EQUIPMENT		1.58%	2,144,600 4.00
SUBTOTAL DIRECT COSTS		82.80%	112,592,000 210.00
GENERAL CONDITIONS		2.76%	3,753,050 7.00
SUBGUARD INSURANCE	YES 1.15%	1.15%	1,242,000 2.32
PRECONSTRUCTION SERVICES	YES	0.07%	100,000 0.19
GENERAL CONTRACTOR'S CONTINGENCY	5.00%	4.33%	5,884,353 10.98
SUBTOTAL		90.88%	123,571,403 230.48
BUILDER'S RISK INSURANCE	NO	0.00%	0 0.00
GENERAL LIABILITY INSURANCE	YES	0.92%	1,250,184 2.33
BUILDING PERMIT	BY OWNER	0.00%	0 0.00
STREET SPACE PERMIT	YES	0.22%	300,000 0.56
GENERAL CONTRACT BONDS	NO	0.00%	0 0.00
SUBTOTAL		92.02%	125,122,000 233.37
CONTRACTOR OVERHEAD AND FEE	3.50%	3.50%	4,379,000 8.17
SUBTOTAL		95.24%	129,501,000 241.54
OWNER'S DESIGN CONTINGENCY	5.00%	4.76%	6,475,050 12.08
TOTAL		100.00%	135,976,050 253.62
ADDITIONAL SCOPE OF WORK NOT INCLUDED IN ABOVE COST			
BRACING OF EXISTING FAÇADE	6,714 SF	\$ 250.00 /SF	ADD \$ 1,678,500
SEISMIC RESTORATION OF CLOCK TOWER	7,500 SF	\$ 125.00 /SF	ADD \$ 937,500
EXTERIOR RESTORATION OF FAÇADE	6,714 SF	\$ 100.00 /SF	ADD \$ 671,400
			\$ 3,287,400 \$ 6.13



Edwin M. Lee, Mayor
Naomi M. Kelly, City Administrator



John Updike
Director of Real Estate

EXHIBIT B

LETTER OF INTENT TO PURCHASE A PORTION OF 1500-1580 MISSION STREET

June 4, 2014

The City and County of San Francisco (the "City" or "Buyer") is interested in purchasing improved real property from Related California Urban Housing, LLC ("Related" or "Developer"). Concurrently with this letter of intent (this "LOI"), the parties have signed an exclusive negotiating agreement (the "ENA"). This LOI outlines the general terms and conditions under which the City and Related agree to negotiate a purchase and sale agreement for so long as the ENA remains in effect.

PROJECT OVERVIEW:

On or before September 3, 2014 (the "Closing Date"), Related anticipates acquiring 110,772 square feet of real property located at 1500-1580 Mission Street in San Francisco (the "Goodwill Property"). Upon acquiring the Goodwill Property, Related will serve as the master developer of a high-quality, mixed use development on the property (the "Project"). Related intends to develop approximately 550 residential units (the "Residential Project") on the western portion of the site (the "Residential Parcel") and a Class A office building on the eastern portion of the site (the "Office Parcel"). The City would acquire the Office Parcel and the completed office building (the "Proposed Office Building")(collectively, the "Office Project") immediately after the issuance of a final certificate of occupancy for the Proposed Office Building, , subject to and in accordance with the terms set forth in a purchase and sale agreement described below (the "conditional PSA").

Promptly following execution of this LOI, the parties will begin to negotiate the conditional PSA consistent with the terms of this LOI, with an initial draft provided by the City. During negotiations, Related and its agents and the City and its agents shall work diligently to refine the final design and specifications for and establish the total project costs and schedule for development of the Office Project. Related will advance all costs required to produce more detailed architectural and preliminary engineering drawings and shall engage SOM to complete the schematic design phase of the Office Project. Related shall also engage a structural engineer and geotech consultant as it continues working with its general contractor, Swinerton Builders, to complete this phase of work.

If the parties are successful in the negotiations for the conditional PSA, the parties will seek an endorsement and approval by the City's Board of Supervisors of the conditional PSA and authorization to spend additional funds for the design development documents. Following such approval and authorization and the completion of environmental review, the Board of Supervisors must elect whether to proceed with the proposed acquisition or to reject the acquisition based solely on the identified environmental impacts of the Office Project and not based on the economic or other terms of the proposed acquisition, as set forth in this LOI (and in the conditional PSA).

TERMS AND CONDITIONS:

- Buyer:** City and County of San Francisco, a municipal corporation.
- Developer:** Related California Urban Housing, LLC, a California limited liability company.
- Office Parcel:** Approximately 45,000 sq. ft. of land, as shown in Attachment A.
- Location:** Real Property located on a portion of Block 3506, Lots 02 and 03 at 1500-1580 Mission Street, San Francisco, CA 94103.
- Proposed Office Building:** Approximately 462,350 gross square feet of administrative office space, as further described in Attachment B. The square footage may be increased by Buyer during negotiations by up to ten percent with the approval of Developer which approval shall not be withheld unless the increase would (i) reduce the size of or otherwise materially negatively impact the Residential Project, (ii) materially reduce the Developer's fee and profit on the Office Project transaction or (iii) materially impact the timing or process or procuring the entitlements. Buyer may decrease the square footage at its option but any decrease will not reduce the land cost allocated to the Office Parcel or the Developer's anticipated fee and profit from the Office Project as a percentage of total cost as set forth in Exhibit A to the ENA. Any dispute regarding these matters will be addressed in an expedited dispute resolution process to be included in the conditional PSA.
- Floors:** 14
- Parking:** Two subsurface levels of parking. Exact number of spaces to be determined during subsequent design phase.
- Type of Sale:** Design and build-to-suit; closing and payment of purchase price upon final completion of improvements and issuance of final certificate of occupancy.
- Estimated Purchase Price:** Two Hundred Fifty Three Million Two Hundred Eighty-Five Thousand Eighty Dollars (\$253,285,080, or \$547.82 per building sq. ft.) based on the current conceptual drawings prepared by BAR and the hard cost estimate and scope of work prepared by Swinerton Builders. The final purchase price, or a precise formula for any fluctuations in the final purchase price with a not-to-exceed amount, shall be included in the conditional PSA. The conditional PSA shall detail the specific contingencies included in the final purchase price, and Buyer shall have the ability, working with Developer, to value engineer or redesign the Office Project as bids are received in order to keep the purchase price

below the stated not-to-exceed amount. The conditional PSA may also specifically describe any penalties for delayed completion and incentives for early completion.

**Cost Structure To Determine
Final Purchase Price:**

Land acquisition costs for the Office Parcel (\$30 million, or 46% of the \$65 million acquisition price from Goodwill Industries), together with the actual third party costs incurred by Developer, without markup, in connection with the design and construction of the Proposed Office Building, including the CEQA process, all architectural and engineering costs, legal and entitlement costs, regulatory fees (including any fees to increase the FAR), carrying costs on the land and all predevelopment costs incurred between the closing on the land purchase from Goodwill and the acquisition of the Office Project by Buyer, brokerage commissions due to Cassidy Turley, financing costs and leasing contingency costs associated with the construction loan, to the extent not previously paid by Buyer as part of the City Non-Refundable Payments. Developer will maintain separation of the predevelopment and soft costs for the Office Project and for the Residential Project, and where costs are appropriately attributable to both, they will be divided on a percentage share basis between the Office Project and the Residential Project as listed in the conditional PSA. The purchase price will also include a developer fee and profit equal to ten percent (10%) of the total development costs. Any unused contingencies or reserves, and Buyer's negotiation costs, will not be included in the purchase price.

Any change order in excess of One Hundred Thousand Dollars (\$100,000) must be approved by Buyer in writing before the applicable work commences. Buyer shall have the right to require change orders as needed to reduce costs and that result in a commensurate reduction in the purchase price; provided, Developer shall not be required to make any Buyer-requested change order unless (i) Buyer approves the specific change order and any increase or decrease in the purchase price resulting from the change order and (ii) the proposed change order does not materially reduce the quality of the building's exterior from that which was approved by Developer and Buyer at the completion of the design development phase. Any dispute regarding these matters will be addressed in an expedited dispute resolution process to be included in the conditional PSA.

**Initial Schematic
Design Costs:**

Buyer shall reimburse Developer's actual third party schematic design costs for the Office Project up to Two Hundred Fifty Thousand Dollars (\$250,000) for work performed by Developer's architects and engineers to develop a project description and feasibility analysis for environmental review. Such costs shall be invoiced monthly during negotiations following the Effective Date of this LOI (and, if applicable, during the term of the conditional PSA), and payable by Buyer within

thirty (30) days of receipt of the invoice and reasonable backup documentation. Buyer shall own the schematic designs paid for by Buyer, and Developer shall ensure that all rights of Developer in the schematic designs are transferable to Buyer without limitation or consent of the applicable architects and engineers. All schematic design costs paid by Buyer to Developer shall be credited against the Purchase Price at closing. If Buyer terminates negotiations for any reason other than a Developer default, Developer shall have the right to purchase the Initial Schematic Design Drawings from Buyer at a price equal to any payments Buyer has made to Developer for such Initial Schematic Design Drawings.

**Design Development and
Construction Documents
Costs:**

Following the Board's endorsement of this LOI and Buyer's approval of the schematic designs, Developer, working with the City's Director of Property, will prepare a detailed estimate and schedule for completion of all of the design and engineering work required to obtain final pricing for the Office Project (the "Design Development and Construction Documents Work") for presentation to the Board with the conditional PSA. If the Board endorses and approves the conditional PSA, it will at that time authorize Developer to proceed with the Design Development and Construction Documents Work. Developer and Buyer will equally share the costs of the approved Design Development and Construction Documents Work (the "DD/CD Costs"). Developer shall perform the Design Development and Construction Documents Work, and DD/CD Costs will be paid by Buyer to Developer as part of the purchase price for the Office Project at closing.

Notwithstanding payment at closing, Developer shall provide to Buyer, for Buyer's review and approval, monthly invoices and appropriate backup documentation for the DD/CD Costs as such costs are incurred. If, following execution, the conditional PSA terminates and there is no default by either party, then the City shall reimburse Developer for the City's share of the DD/CD Costs within sixty (60) days following the termination of the conditional PSA; provided if Developer elects to proceed with the design and entitlement of the Office Project following such termination, then City shall not be required to reimburse Developer for the DD/CD Costs. In no event shall the City's share of the DD/CD Costs exceed the lower of (i) the amount of the City's share of the DD/CD Costs approved by the City in writing on the PSA Endorsement Date and incurred by Developer before the date of termination of the ENA or conditional PSA, as applicable, and (ii) Two Million Nine Hundred Eleven Thousand One Hundred Fifty Dollars (\$2,911,150). Each level of design and construction drawings, plans and specifications will be subject to Buyer's review and approval, in accordance with a process set forth in the conditional PSA.

Soft Costs:

Other than the initial Schematic Design costs, Developer will fund all costs associated with the Office Project during pre-development and development, including all investigation, design, architectural, engineering, permitting (including all regulatory permits from the City and others if needed), and financing costs. Buyer shall be responsible for reimbursing Developer for Buyer's share of the DD/CD Costs as set forth above.

Hard Costs:

Developer will be responsible for arranging for a commercially reasonable construction loan to fund all development costs for construction of the Office Project. The construction loan will be subject to Buyer's prior approval, which shall not be unreasonably withheld. At the construction loan closing (following Buyer's election to proceed with the Office Project after the completion of environmental review), Buyer shall invest thirty percent (30%) of the anticipated total development cost (not including the broker fee and Developer's profit as shown in ENA Exhibit A) of the Proposed Office Building, less the Availability Payment and any payments made by City for the Initial Schematic Design Drawings (which previous payments made by the City will be added to reach the required 30%), in cash equity or provide a letter of credit for that amount as security (the "Equity"), subject to an equity participation in the Office Project or other terms to be agreed upon by Developer and Buyer in the conditional PSA. The Equity may be used to pay hard construction costs as incurred during construction and the reimbursement of the predevelopment costs previously funded by Developer that are directly attributable to the Office Project, provided that the Equity contribution does not exceed 30% of any construction draw amount or any predevelopment reimbursement amount, as applicable. The City shall be part of the draw process and approve draw requests that include payments from the Equity. If the parties do not agree on the terms for this investment or equity participation despite good faith efforts before the PSA Endorsement Date, either party may terminate the ENA without cost or liability and Developer shall keep all City Non-Refundable Payments made before the date of termination and City shall be responsible for its share of the DD/CD Costs as set forth above. Following the Buyer's Equity investment, if the conditional PSA terminates for any reason before Buyer acquires the Office Project, then Developer shall return Buyer's Equity investment to Buyer, valued at the date of Developer's payment to Buyer, less any damages due and owing to Developer under the conditional PSA, if any, resulting from a Buyer breach of the conditional PSA. If the termination results from a Developer breach of the conditional PSA, such payment shall be made no later than thirty (30) days following termination of the conditional PSA. If the termination results from any other cause, such payment shall be made on the earlier of (i) twenty-four (24) months following the completion of the Office Project, or (ii) one hundred twenty (120) days following Developer successfully signing leases for 90% of the leasable

space at the Office Building, but in no event later than forty-eight (48) months following termination of the conditional PSA.

**Construction Contract
and Competitive Bidding:**

Buyer approves Swinerton Construction as Developer's general contractor and SOM as Developer's architect for the Office Project. Developer's contract with its general contractor and with its architect for the Office Project shall be subject to the review and prior approval of Buyer. Any material change to these contacts (or to the identity of the contractors) once approved are also subject to Buyer's prior review and approval. Developer's general construction contract shall include Buyer's standard General Conditions for the design/build/construction of public works projects in the City, and shall comply with the applicable provisions of City's Administrative Code Chapter 6 (not including competitive bidding for the general construction contractor or architect). Developer shall cause all significant elements of the construction project and certain trade packages for the Office Project to be competitively bid in accordance with a process included in the conditional PSA. The parties will work in close coordination and in good faith throughout the entire design and construction process.

CEQA:

Pursuant to CEQA Guidelines Section 15004(b)(2)(A), the City may "designate a preferred site for CEQA review and may enter into land acquisition agreements when the agency has conditioned the agency's future use of the site on CEQA compliance," but may not be bound to buy property under an agreement until any and all environmental review required by CEQA is completed and all required City approvals based on such environmental and public review have been obtained. Until the environmental review process has been completed, the City, including the Board, will retain the sole and absolute discretion to: (i) make such modifications to the proposed Office Project as are deemed necessary to mitigate significant environmental impacts; (ii) select other feasible alternatives to avoid such impacts; (iii) balance the benefits against unavoidable significant impacts prior to taking final action if such significant impacts cannot otherwise be avoided; or (iv) determine not to proceed with the proposed purchase based solely upon environmental impacts disclosed by the environmental review process.

Following negotiations and agreement (if any) on the form of conditional PSA and no later than the PSA Endorsement Date (defined below), the Director of Property shall seek Board endorsement, approval and execution of the conditional PSA, which will remain conditional on the completion of environmental review and an election to proceed with the proposed transaction following such review. The proposed economic terms as set forth in the LOI allow and account for potential changes in the permitted height or density of the Proposed Office Building, so any such change in the entitlement following environmental review will not require any change to the conditional PSA. While the Board shall retain full discretion to not proceed with the purchase transaction solely upon

environmental impact grounds following the completion of environmental review, the Board may not demand changes to the economic or other terms of the conditional PSA following Board endorsement and approval of the conditional PSA. If the entitled Office Project requires City occupancy based on the limitation of Section 249.33(b)(1) of City's Planning Code (such that Developer cannot proceed with the Proposed Office Building as entitled without the City's occupancy), and the Board elects not to ratify the conditional PSA following environmental review, then the City shall pay to Developer both the Developer's share and the City's share of the DD/CD Costs, i.e., up to Seven Million Seventy-Two Thousand Three Hundred Dollars, (\$7,072,300), within 90 days following the date the Board elects not to ratify the conditional PSA.

Legal Fees:

Developer shall pay any and all costs to defend Project entitlements, including fees of the City Attorneys' Office at the same rates charged to other third party developers (currently \$365/hour). Any costs so advanced would become Project costs and would be included in the total purchase price of the Office Parcel, provided that where costs are appropriately attributable to both the Office Project and the Residential Project, they will be divided on a percentage share basis as listed in the conditional PSA.

Form of Purchase and Sale Agreement:

The conditional PSA shall be based on the City's standard form of purchase and design-build agreement. The agreement is subject to negotiations with the City through its Director of Property and approval by the City's, Board of Supervisors and Mayor, in their respective sole and absolute discretion. The conditional PSA will include standard due diligence provisions for the benefit of the City.

Financing:

Buyer's obligation to purchase the Office Project is contingent upon, and subject to the Board of Supervisor's approval of the execution and delivery of certificates of participation or other forms of indebtedness and the successful issuance, sale and delivery thereof, the proceeds of which will be used to finance acquisition of the Office Project and other related costs. The parties will negotiate for inclusion in the conditional PSA a lease-to-purchase contingency, as required by Developer's construction lender, that would be triggered only upon a City failure to successfully issue the debt required to purchase the Office Project as set forth above. The lease-to-purchase shall maintain the financial benefit of the bargain as set forth in this LOI, with the City maintaining the option to acquire ownership of the Office Project during the lease term. The timing and terms of the option shall be established in the conditional PSA, and shall be designed to maintain the financial terms set forth in this LOI without additional payment or compensation to either party except as needed to make that party whole.

Representations and Warranties:	Developer shall make commercially reasonable representations and warranties regarding both the purchase and sale transaction and the construction of the Office Project.
Assignment of Contracts and Warranties:	Developer shall assign all design and construction contracts and warranties to Buyer at closing, and Developer's contracts shall permit such assignment to Buyer without consent or payment.
City's Development and Construction Requirements:	Developer shall comply with the provisions (as applicable) specified in the San Francisco municipal codes including but not limited to: Resource Efficient City Building (Admin. Code Sections 82.1-82.8), the MacBride Principals (Admin. Code Section 12F.1 et seq.), Local Hire and Prevailing Wages for Construction (Admin. Code Section 6.22 through 6.45), the Controller's Certification of Funds (SF City Charter Section 3.105), the Tropical Hardwood and Virgin Redwood Ban (Envir. Code Sections 802(b) and 803(b)), Bicycle Storage (Planning Code Article 1.5), the Non Discrimination in City Contracts and Benefits Ordinance (Admin. Code Sections 12B, and 12C), Local Business Enterprise Program (Admin. Code Chapter 14), Campaign Contribution Limitations (Section 1.126 of City's Campaign and Governmental Conduct Code), and First Source Hiring (Admin. Code Chapter 83).
Availability Payment:	One Million Dollars (\$1,000,000) payable by Buyer into the escrow for Developer's purchase of the Goodwill Property on the Effective Date (defined below). Developer shall notify City in writing of the Closing Date no later than fourteen days before the actual Closing Date.
Effective Date:	This LOI shall become effective (the "Effective Date") only after (a) the City's Board of Supervisors duly adopts a resolution endorsing this LOI, and the resolution is signed by Mayor, each in their sole discretion (the "City Resolution") <u>and</u> (b) the parties execute and deliver this LOI, <u>and</u> (c) Developer acquires fee title ownership of the Goodwill Property. The Effective Date of this LOI shall be the date on which the last of the above items (a) through (c) occurs. The parties anticipate that the Effective Date shall be on or before September 4, 2014.
Expiration Date:	Unless otherwise extended by the Developer in writing, this LOI shall expire without cost or penalty to either party on July 31, 2014 if City does not adopt the City Resolution by that date. Unless otherwise extended by the City in writing, this LOI shall expire without cost or penalty to either party on September 4, 2014 if Developer does not acquire fee title to the Goodwill Property by that date.
PSA Endorsement Date:	The date by which the Board of Supervisors must endorse and approve the conditional PSA and authorize the Design Development Work, which shall occur by October 31, 2014 (unless extended by mutual agreement of the parties).

CEQA Date: The effective date by which City completes required environmental review for the Project and the City's Planning Department, Commission and Board (i) adopt or certify the adequacy of the environmental review document, and (ii) grant Project entitlements. If there is an administrative appeal of the adoption or certification of the environmental review document or of the entitlements, the CEQA Date shall be the effective date when the adoption, certification and/or entitlements have been finally determined or granted following the exhaustion of any administrative appeals, subject to any injunction that prevents the City from taking the actions that are required on the CEQA Date (in which case the CEQA Date will be extended to the date the injunction is lifted).

PSA Ratification Date: On the date the Board considers and grants any Office Project entitlements, the Board shall take an action to ratify the conditional PSA and remove the CEQA contingency and proceed with the acquisition of the Office Project, subject only to the City's ability to Finance the acquisition of the Office Project, or to reject the conditional PSA solely on the basis of the environmental impacts of the Office Project disclosed in the environmental review document that have not been adequately mitigated or overridden under CEQA. If the Office Project obtains entitlements but Developer cannot proceed without City occupancy, and the City does not ratify the conditional PSA or elect to remove the CEQA contingency and proceed with the proposed acquisition, then (1) City must pay the DD/CD Costs incurred by Developer up to \$7,072,300, and (2) Developer shall have the right to keep the Availability Payment and the Schematic Design costs previously paid by the City. Upon such action, the conditional PSA shall terminate without additional cost or liability to either party.

Construction Loan Date: The date that Developer closes on the construction loan for the Office Project, and the date on which City shall contribute the Equity. The Construction Loan Date shall occur after the PSA Ratification Date, but in no event later than xx days after the PSA Ratification Date (unless extended by the mutual agreement of the parties). Developer shall give the City not less than 90 days advance notice of the Construction Loan Date so that the City can prepare the Equity contribution.

Construction Period: Construction to begin shortly following the Construction Loan Date, and will continue for approximately twenty-four (24) months, subject to force majeure delays.

Anticipated Closing Date for City's Purchase: Within 90 days following Developer's completion of the Office Project in accordance with the plans and specifications approved by Buyer. Developer's completion shall be evidenced by the issuance of a final certificate of occupancy for the entirety of the Office Project. If, despite City's good faith efforts, the City is unable to close on a specified

outside date due to the financing contingency, then the City shall have the right to exercise a 120 day extension of the outside date so long as the City pays, at closing, any and all costs incurred by Developer due to the extension.

Cooperation and Good

Faith; Limited Remedies: Following the Availability Payment, Developer and Buyer (acting through the Director of Property) agree to work together in good faith to complete environmental review and seek Office Project entitlements consistent with this LOI for so long as the ENA, and thereafter for so long as the conditional PSA, remain in effect. Developer agrees to use the funds advanced by the City for planning purposes as set forth in this LOI. If at any point the City elects not to proceed with the Office Project, Developer shall have no remedies other than the retention or payment of funds as set forth in this LOI.

Real Estate

Commissions: Buyer was introduced to Developer by Tom Christian of the brokerage firm of Cassidy Turley (“CT”) and neither buyer nor developer has engaged any other broker in connection with this proposed transaction. CT shall have earned a fee equal to 1.0% of the final purchase price paid by Buyer to acquire the Office Project which fee shall be included in the total development costs for the Project and shall be paid to CT from Developer’s proceeds at the closing for Buyer’s acquisition of the Office Project. Developer shall be responsible for payment of any fee to CT in connection with this transaction, and in no event shall City be responsible for payment to CT if the Buyer fails to acquire the Office Project for any reason. Developer shall hold Buyer harmless from any claims by CT against Buyer related to the Office Project.

Assignment by Developer: The parties acknowledge that City has agreed in the ENA that Related will have the right to assign its rights and obligations under the ENA and this LOI to an affiliated single purpose entity (“Related Affiliate”) that Related intends to form to acquire and develop the Goodwill Property, provided that (i) the Related Affiliate assumes the obligations of Related under the ENA and this LOI, and (ii) if the Related Affiliate breaches the ENA or this LOI and does not reimburse the City funds as required, then the City shall have the right to seek reimbursement of such funds from Related.

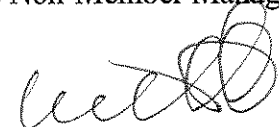
This LOI (together with the ENA) is a preliminary statement of parties’ general intentions with regard to the proposed purchase transaction. The City and Related mutually intend that neither party shall have any liability to the other except as expressly set forth in the ENA following Related’s receipt of the first payment of the City’s Non-Refundable Payments. The City has no obligation to enter into the conditional PSA, and the failure of negotiations by itself, despite the parties’ good faith efforts, shall not be deemed a breach of the ENA or this LOI.

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


DEVELOPER:

RELATED CALIFORNIA URBAN HOUSING, LLC, a California limited liability company

By: The Nicholas Company, Inc., a Delaware corporation, Its Non-Member Manager

By: 
WILLIAM A. WITTE, President

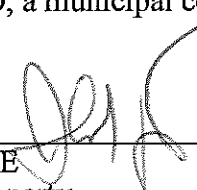
Date: 4TH June 2014

By: 
MATTHEW L. WITTE
Principal

Date: 4TH June 2014

CITY:


CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By: 
JOHN UPDIKE
Director of Property

Date: June 4, 2014

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: 
CHARLES SULLIVAN
Deputy City Attorney

ATTACHMENT A

OFFICE PARCEL

ATTACHMENT B

PROPOSED OFFICE BUILDING

