

## COMPLETION GUARANTY

This Completion Guaranty ("**Guaranty**"), dated as of \_\_\_\_\_, 202\_\_ is made by THE RELATED COMPANIES, L.P., a New York limited partnership ("**Guarantor**"), in favor of the CITY AND COUNTY OF SAN FRANCISCO, a Charter city and county (the "**City**"). Guarantor covenants and agrees as follows:

1. Recitals. This Guaranty is made with reference to the following recitals of facts which constitute a material part of this Guaranty:

A. The City and EQX Jackson SQ Holdco, LLC, a Delaware limited liability company (the "**Developer**"), have heretofore entered into that certain Conditional Property Exchange Agreement dated July 30, 2020, as amended by the terms and provisions of that certain First Amendment To Conditional Property Exchange Agreement dated \_\_\_\_\_, 2021 (as so amended, the "**CPEA**"), pursuant to the terms of which, among other things, Developer has agreed to construct a fire station (the "**Fire Station Project**") on the New City Parcel (as such term is defined in the CPEA) in accordance with the approved plans and specifications relating thereto, and to thereafter transfer to the City fee title to the New City Parcel and the Fire Station Project upon the completion thereof, all in accordance with the terms and conditions of the CPEA and the terms and conditions of that certain Construction Management Agreement (the "**CMA**") of even date herewith and being entered into by and between the City and the Developer concurrently herewith.

B. Guarantor is an entity separate and distinct from Developer. Guarantor is receiving consideration from the City for executing this Guaranty, in that the City has entered into the CPEA, and, concurrently herewith, will be entering into the CMA.

C. City would not have entered into the CPEA or the CMA without having received this Guaranty executed by Guarantor as an inducement.

D. By this Guaranty, Guarantor agrees to absolutely, irrevocably, and unconditionally guarantee (i) commencement of construction of the Fire Station Project as provided in the CMA, (ii) following commencement of construction of the Fire Station Project, the completion of the Fire Station Project in a lien free and workmanlike manner to be constructed upon the New City Parcel in accordance with the terms and provisions of the CPEA and the CMA, (iii) the payment of the Fire Station Project Costs for which Developer has responsibility under the CMA (and expressly excluding any Additional Project Costs), and (iv) causing the Final Completion (as defined in the CMA) of the Fire Station Project, as required under the CPEA (collectively, subparagraphs (i) through (iv), the "**Guaranteed Obligations**").

E. All capitalized terms not defined herein shall have the meanings ascribed to them in the CMA.

2. Guaranty. For valuable consideration, Guarantor absolutely, irrevocably, and unconditionally guarantees, to and for the benefit of City, the full, timely, and complete payment and performance of all of the Guaranteed Obligations.

3. Default under CMA. If there is an event of default (following the expiration of all notice and cure periods thereunder) by Developer under the CMA relating to the Guaranteed Obligations, City

may proceed against either Guarantor or Developer, or both, or City may enforce against Guarantor or Developer any rights that City has under the CMA relating to the Guaranteed Obligations (to the extent applicable), in equity or under applicable law.

4. Amendment or Assignment. This Guaranty shall not be affected or limited in any manner by (a) any assignment of, or any modification or amendment (by agreement, course of conduct, or otherwise) to, all or any portion of any agreement, instrument, and/or document with respect to or that evidences the Guaranteed Obligations, or (b) the modification, at any time, of any of the Guaranteed Obligations. By this Guaranty, Guarantor hereby guarantees payment and performance of the Guaranteed Obligations as so amended, assigned, or modified whether or not such amendment, assignment, or modification is with the consent of or notice to Guarantor.

5. Remedies. If Guarantor defaults with respect to any of the Guaranteed Obligations, and if Guarantor does not satisfy such obligations promptly upon its receipt of written notice of such default from City, City may, at its election, proceed immediately against the Guarantor, any other guarantor, or Developer (to the extent of any rights City has against Developer relating thereto), or any combination of Developer, Guarantor, and/or any other guarantor. If there be more than one party acting as Guarantor hereunder, the obligations hereunder imposed shall be the joint and several obligations of such parties. In the event of any default under this Guaranty, an action or actions may be brought and prosecuted against the Guarantor, whether or not Developer or any other guarantor is joined in such action(s) or a separate action or actions are brought against Developer or any other guarantor. City may maintain successive actions for separate defaults. Unless and until the Guaranteed Obligations have been fully satisfied or waived in writing by City, the Guarantor shall not be released from its obligations under this Guaranty irrespective of (i) the exercise by City of any of City's rights or remedies (including, without limitation, compromise or adjustment of the Guaranteed Obligations or any part thereof), (ii) any release by City of Developer or any other guarantor, (iii) any such action or any number of successive actions, or (iv) the satisfaction by Guarantor of any liability under this Guaranty incident to a particular default.

6. Waivers. Guarantor hereby represents and warrants (which representation and warranty is being relied upon by City in connection with its entering into the CMA and accepting this Guaranty) that each of the waivers set forth in this Guaranty is made with Guarantor's full knowledge of its significance and consequences after discussion with Guarantor's own competent legal counsel, which counsel has made Guarantor aware of the relevant circumstances and likely consequences of each such waiver and has explained to Guarantor the true legal effect of each such waiver including Guarantor's rights which Guarantor would have if it were not making such waivers. Based on the foregoing, Guarantor acknowledges that, under the circumstances, such waivers are reasonable and not contrary to public policy or law, and Guarantor hereby waives the following:

A. Guarantor waives all rights it would otherwise have to require City, as a condition to City's exercise of any of its rights under this Guaranty, to (i) proceed against Developer or any other party or guarantor, (ii) perfect, retain, protect, proceed against, or exhaust any security that City holds or may hold from Developer, or (iii) pursue any other remedy in City's power. The foregoing waiver includes, without limitation, a waiver of all of Guarantor's rights under California Civil Code Sections 2845 and 2849 or similar laws;

B. Guarantor waives the benefit of all statutes of limitations affecting Guarantor's liability under this Guaranty to the extent permitted by law;

C. Guarantor waives all defenses which Guarantor might otherwise have to its obligations under this Guaranty by reason of any disability of Developer or any other person(s), including, without limitation, the incapacity, lack of authority, death, or disability of Developer or any other person(s) or the failure of City to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of Developer or any other person(s). The foregoing waiver includes, without limitation, a waiver of all of Guarantor's rights under California Civil Code Section 2810 and similar laws;

D. Guarantor waives all defenses which Guarantor might otherwise have to its obligations under this Guaranty under Civil Code Section 2809 or any other any statute or rule of law that provides that the obligation of a surety must be neither larger in amount nor in any other respects more burdensome than that of a principal;

E. Guarantor waives all defenses and rights which Guarantor might otherwise have to exoneration under this Guaranty, including, without limitation, all rights under California Civil Code Section 2819 and similar laws, based upon any alteration, modification, compromise, renewal, extension, or assignment of the CMA or any of the Guaranteed Obligations, whether done with or without the knowledge and/or consent of Guarantor and Guarantor hereby grants City the right to take any such action relative to the Guaranteed Obligations, following delivery of written notice to Guarantor without in any manner affecting the liability of Guarantor under this Guaranty.

F. Guarantor waives the right to claim or assert any defense of Developer to the Guaranteed Obligations including, without limitation, any defense based upon failure of consideration, accord and satisfaction, impossibility of performance, or mistake;

G. Guarantor waives all other defenses based on the impairment of any other collateral or security for the Guaranteed Obligations;

H. Guarantor waives all defenses it may otherwise have against City based upon an election of remedies by City;

I. Regardless of whether or not Guarantor makes payments to City, until the Guaranteed Obligations have been satisfied and paid in full, Guarantor waives all of its rights of subrogation, contribution, and reimbursement which it may otherwise have against Developer in the event Guarantor suffers any liability under this Guaranty, including, without limitation, any rights under California Civil Code Sections 2847, 2848, and 2849 or similar laws;

J. Guarantor waives all its rights to determine how, when, and what application of payments and credits shall be made on the Guaranteed Obligations;

K. Guarantor subordinates to City all of Guarantor's rights to participate in any security now or later held by City;

L. Guarantor waives all its rights to receive notice of any default by Developer;

M. Guarantor waives all rights of recourse against City by reason of any action City may take or omit to take under the provisions of this Guaranty;

N. Guarantor waives all presentments, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor, notices of non-payment, and all other notices of any kind (except for notices to which Guarantor is expressly entitled under the terms of this Guaranty), including without limitation all notices of the existence, creation, or incurring of new or additional obligations and any notice of acceptance of this Guaranty, which, upon execution by Guarantor, shall immediately be binding upon Guarantor;

O. Guarantor waives all duties City may have to investigate the authority of any representative, or purported representative, of Developer to incur any obligation or enter into any agreement on behalf of Developer;

P. Guarantor waives all rights it may otherwise attain by reason of City's failure to enforce, or delay in enforcing, any of City's rights with respect to the Guaranteed Obligations; and

Q. Guarantor waives all duties City may have to disclose to the Guarantor any facts City may now or in the future know about Developer, regardless of whether City has reason to believe that any such facts materially increase the risk beyond that which the Guarantor intends to assume or has reason to believe that such facts are unknown to the Guarantor or has a reasonable opportunity to communicate such facts to the Guarantor.

Without limiting the foregoing, Guarantor hereby expressly waives any and all benefits Guarantor may otherwise maintain under California Civil Code Sections 2787 to 2855, inclusive, 2899 and 3433 and similar laws. Guarantor acknowledges that the waiver of the benefits of the above cited statutory provisions has the effect of eliminating certain rights and protections which Guarantor would otherwise have including, without limitation, certain rights to require City to act in a particular manner as a condition to enforcing its rights against Guarantor under this Guaranty, certain rights to exoneration upon a modification of the Guaranteed Obligations, and certain rights to require the City to pursue other remedies available to it prior to pursuing Guarantor.

7. Rights Cumulative. All rights, powers and remedies of City under this Guaranty shall be cumulative and not alternative and such rights, powers and remedies shall be in addition to all rights, powers and remedies given to City by law. This Guaranty is in addition to and exclusive of the guaranty of any other guarantor of the Guaranteed Obligations.

8. Representations and Warranties. Guarantor hereby represents and warrants that the following are true and accurate as of the date of this Guaranty and shall be true at all times in the future while this Guaranty is outstanding: (i) Guarantor has sufficient net worth and sufficient liquidity of assets to enable Guarantor to promptly perform all of the Guaranteed Obligations as and when they are due; (ii) as of the date of the execution of this Guaranty by Guarantor, there is no action or proceeding pending or, to Guarantor's knowledge after due inquiry, threatened against Guarantor before any court or administrative agency which could adversely affect Guarantor's financial condition in a way which would jeopardize in any material respect Guarantor's ability to satisfy its obligations under this Guaranty; (iii) City has made no representation to Guarantor as to the creditworthiness or financial condition of Developer; (iv) Guarantor is duly authorized to execute and deliver this Guaranty; (v) that the terms and provisions of this Guaranty are intended to be valid and enforceable in accordance with its terms; (vi) that the signatories to this Guaranty are duly authorized to bind Guarantor and execute this Guaranty on Guarantor's behalf; and (vii) Guarantor has carefully read and negotiated all provisions of this Guaranty and has consulted with competent legal counsel in connection therewith. The foregoing representations

and warranties shall survive the execution and delivery of this Guaranty and are expressly made for the benefit and reliance of City, and City's members, trustees, lenders, representatives, successors and assigns.

9. Covenant of Diligence. Guarantor covenants that it is intimately aware of Developer's business and financial condition and that it has conducted a thorough investigation of all material factors regarding the CMA and this Guaranty. Furthermore, Guarantor represents that it has the resources, access, and opportunity to remain informed at all times of the financial status of Developer and of all other material information relative to the CMA and Guarantor's obligations under this Guaranty; and Guarantor covenants to remain informed relative to all such matters as long as this Guaranty remains in effect. On the basis of the foregoing, Guarantor hereby waives any obligation which City might otherwise have as a condition to enforcing Guarantor's obligations under this Guaranty, to keep Guarantor informed relative to any information regarding the CMA, the Developer, and any other factors affecting the obligations of Developer or Guarantor.

10. Attorneys' Fees and Costs. The prevailing party in any bankruptcy, insolvency or other proceeding ("**Proceeding**") relating to the enforcement or interpretation of this Guaranty may recover from the unsuccessful party all costs, expenses, and actual attorneys' fees (including expert witness and other consultants' fees and costs) relating to or arising out of (a) the Proceeding (whether or not the Proceeding proceeds to judgment), and (b) any post-judgment or post-award proceeding including, without limitation, one to enforce or collect any judgment or award resulting from the Proceeding. All such judgments and awards shall contain a specific provision for the recovery of all such subsequently incurred costs, expenses, and actual attorneys' fees.

11. Further Assurances. Each party to this Guaranty shall execute and deliver all instruments and documents and take all actions as may be reasonably required or appropriate to carry out the purposes of this Guaranty.

12. Governing Law and Venue. This Guaranty shall be governed by and construed in accordance with the laws of the State of California without giving effect to the choice of law provisions thereof. Any Proceeding shall be initiated in San Francisco County, California, and the parties irrevocably consent to the jurisdiction of the courts in San Francisco County, California. Each party authorizes and accepts service of process sufficient for personal jurisdiction in any Proceeding against it as contemplated by this Guaranty, to its address for the giving of notices set forth in this Guaranty.

13. Modification. This Guaranty may be modified only by a contract in writing executed by both City and Guarantor.

14. Headings. The paragraph headings in this Guaranty: (a) are included only for convenience, (b) do not in any manner modify or limit any of the provisions of this Guaranty, and (c) may not be used in the interpretation of this Guaranty.

15. Prior Understandings. This Guaranty and all documents specifically referred to and executed in connection with this Guaranty: (a) contain the entire and final Guaranty of the parties to this Guaranty with respect to the subject matter of this Guaranty, and (b) supersede all negotiations, stipulations, understandings, agreements, representations and warranties, if any, with respect to such subject matter, which precede or accompany the execution of this Guaranty.

16. Interpretation. Whenever the context so requires in this Guaranty, all words used in the singular may include the plural (and vice versa) and the word "**person**" includes a natural person, a

corporation, a firm, a partnership, a joint venture, a trust, an estate or any other entity. The terms **“includes”** and **“including”** do not imply any limitation. For purposes of this Guaranty, the term **“day”** means any calendar day and the term **“business day”** means any calendar day other than a Saturday, Sunday or any other day designated as a holiday under California law. Any act permitted or required to be performed under this Guaranty upon a particular day which is not a business day may be performed on the next business day with the same effect as if it had been performed upon the day appointed. No remedy or election under this Guaranty is exclusive, but rather, to the extent permitted by applicable law, each such remedy and election is cumulative with all other remedies at law or in equity.

17. Partial Invalidity. Each provision of this Guaranty is valid and enforceable to the fullest extent permitted by law. If any provision of this Guaranty (or the application of such provision to any person or circumstance) is or becomes invalid or unenforceable, the remainder of this Guaranty, and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, are not affected by such invalidity or unenforceability.

18. Binding Effect. This Guaranty shall inure to the benefit of and be binding on the successors and assigns of City and Guarantor, and their heirs, personal representatives, grantees, Developers, successors, and assigns.

19. Notices. Any notice required or permitted to be given hereunder and any approval by the parties shall be in writing and shall be (as elected by the party giving such notice or granting such approval): (i) personally delivered, (ii) delivered by recognized overnight courier, (iii) transmitted by postage prepaid certified mail, return receipt requested, or, (iv) by electronic mail with a hard copy sent by one of the other methods described in clauses (i) – (iii) of this Section. Except as otherwise specified herein, all notices and other communications shall be deemed to have been duly given on the earlier to occur of: (i) the date of receipt if delivered personally; (ii) on the next business day if sent by overnight courier; (iii) five (5) days after the date of posting if transmitted by mail; or (iv) the date of transmission with confirmed answerback if transmitted by electronic mail. Either party referenced herein may change its address for purposes hereof by notice given to the other. Notwithstanding the foregoing to the contrary, any notice of default must be sent by registered mail. Notices, requests and approvals hereunder shall be directed as follows:

the City:                   Real Estate Division  
The City and County of San Francisco  
25 Van Ness Avenue, Suite 400  
San Francisco, CA 94102  
Re: 530 Sansome Construction Management Agreement  
Telephone No. (415) 554-9860  
Email Address: [Andrico.penick@sfgov.org](mailto:Andrico.penick@sfgov.org)

with copy to:           Office of the City Attorney  
The City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4682  
Re: 530 Sansome Completion Guaranty  
Telephone No. (415) 554-4700  
Email Address: [charles.sullivan@sfcityatty.org](mailto:charles.sullivan@sfcityatty.org)

Guarantor: The Related Companies, L.P.  
20 Hudson Yards  
New York, New York 10001  
Attention: Richard O'Toole  
Telephone No.: (212) 801-3952  
Email Address: rotoole@related.com

with a copies to: Greenberg Traurig LLP  
18565 Jamboree Road, Suite 500  
Irvine, California 92612  
Attention: L. Bruce Fischer, Esq.  
Telephone No.: (949) 732-6670  
Email Address: fischerb@gtlaw.com

20. Waiver. Any waiver of a default or provision under this Guaranty must be in writing. No such waiver constitutes a waiver of any other default or provision concerning the same or any other provision of this Guaranty. No delay or omission by a party in the exercise of any of its rights or remedies constitutes a waiver of (or otherwise impairs) such right or remedy. A consent to or approval of an act does not waive or render unnecessary the consent to or approval of any other or subsequent act.

21. Time is of the Essence. Time is of the essence with respect to each provision of this Guaranty.

22. Drafting Ambiguities. Each party to this Guaranty and its legal counsel have reviewed and revised this Guaranty. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Guaranty or of any amendments or exhibits to this Guaranty.

23. Maximum Liability. Notwithstanding anything stated to the contrary herein, the maximum liability of Guarantor with respect to Guarantor's obligations under this Guaranty shall not exceed, and shall be limited to, the sum of \$32,128,429 in the aggregate (which amount shall be reduced, dollar for dollar, with respect to any amounts paid by the Developer to the City under the CPEA arising out of the exercise by the City of any of its remedies under Section 9.6(b)(i) of the CPEA), excluding any enforcement costs to which the City may be entitled under Section 10 above, and in no event shall Guarantor's liability for the payment or performance of its obligations hereunder exceed such sum, excluding any enforcement costs to which the City may be entitled under Section 10 above.

24. Release of Guaranty. This Guaranty shall automatically terminate and shall be of no further force or effect upon the earlier to occur of: (a) the Final Completion (as defined in the CMA) of the Fire Station Project and the transfer of the Fire Station Project to the City by the Developer (as evidenced by the recording of a deed from Developer (or Developer's successor in interest) to the City together with the City's certificate of acceptance), and (b) the Deemed Transfer Date (as such term is defined in the Ground Lease (as defined in the CPEA)), to the extent the same occurs, which termination of this Guaranty under clause (a) or (b) above, as applicable, shall, upon written request by Guarantor, be confirmed by City in writing within ten (10) business days following Guarantor's written request for confirmation of such termination.

IN WITNESS WHEREOF, Guarantor has duly executed this Guaranty on the day and year first above written.

**Guarantor:**

THE RELATED COMPANIES, L.P.,  
a New York limited partnership

By: THE RELATED REALTY GROUP, INC.,  
a Delaware corporation,  
its general partner

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