

**SECOND AMENDMENT TO CONDITIONAL PROPERTY EXCHANGE AGREEMENT**

**THIS SECOND AMENDMENT TO CONDITIONAL PROPERTY EXCHANGE AGREEMENT** (this "**Second Amendment**") is entered into as of the <sup>March</sup>~~February~~ 27 day of 2023 (the "**Effective Date**"), by and between EQX JACKSON SQ HOLDCO LLC, a Delaware limited liability company ("**Developer**"), and CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**"), with reference to the recitals set forth below.



**RECITALS**

A. Developer and City are parties to that 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 (as amended, the "**CPEA**"). All initially-capitalized terms not otherwise defined herein have the meanings set forth in the CPEA unless the context clearly indicates otherwise.

B. Developer and City have agreed to modify the terms of the CPEA as set forth in this Second Amendment.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intended to be legally bound, Developer and City agree as follows:

1. **Recitals**. The Recitals set forth above are hereby incorporated herein by reference as if the same were fully set forth herein.
2. **Initial Closing Date**. Developer and City agree that the Initial Closing will occur on or before December 15, 2026. The first sentence of Section 9.2(a) is amended to read as follows: "The sale and transfer of the leasehold estate in the Existing City Property (including all improvements situated thereon) to the Developer by the City pursuant to the Ground Lease, all as contemplated under this Agreement (the "**Initial Closing**"), shall be held, and delivery of all items to be made at the Initial Closing under the terms of this Agreement shall be made, at the offices of Title Company on a date (the "**Anticipated Initial Closing Date**") that is after the Agreement Ratification Date and on or before December 15, 2026."
3. **Ratification**. City acknowledges and agrees that it has, pursuant to Resolution No. 543-21 and Resolution No. 296-24, approved and ratified the CPEA and this Second Amendment.
4. **Effectiveness of Agreement**. Except as modified by this Second Amendment, all the terms of the CPEA shall remain unchanged and in full force and effect.
5. **Counterparts**. This Second Amendment may be executed in counterparts, and all counterparts together shall be construed as one document.
6. **Electronic Signatures**. The words "execution," "signed," "signature," and words of like import in this Second Amendment shall include images of manually executed signatures transmitted by facsimile or "pdf" or an electronic signature executed through DocuSign

with multifactor authentication. The use of electronic signatures and electronic records through DocuSign with multifactor authentication (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including, without limitation and to the extent applicable, the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, and any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code. The parties hereby waive any defenses to the enforcement of the terms of this Second Amendment due to its execution through DocuSign with multifactor authentication, and hereby agree that electronic signatures through DocuSign with multifactor authentication shall be conclusive proof, admissible in judicial proceedings, of the parties' execution of this Second Amendment.

7. **Successors and Assigns**. All of the terms and conditions of this Second Amendment shall apply to benefit and bind the successors and assigns of the respective parties.


IN WITNESS WHEREOF, Developer and City have entered into this Second Amendment as of the Effective Date.

[SIGNATURES ON NEXT PAGE]

Execution Version

“DEVELOPER”

EQX JACKSON SQ HOLDCO LLC,  
a Delaware limited liability company

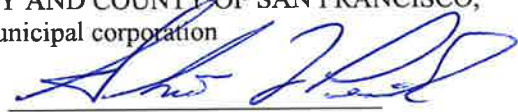
DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Jonathan Shum,  
Its: Vice President

Execution Version

“CITY”

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By:

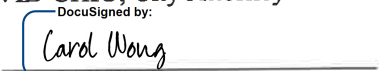


Andrico Q. Penick,  
Director of Property

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By:

DocuSigned by:  


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Carol Wong, Deputy City Attorney