

## PURCHASE OPTION AGREEMENT

(1236 Carroll Avenue, San Francisco)

This Purchase Option Agreement ("**Agreement**"), dated for reference purposes only as of JUNE 1, 2021, is made and entered into by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**") and PROLOGIS, L.P., a Delaware limited partnership ("**Owner**").

A. Owner currently owns certain real property, consisting of approximately 4.91 acres of land in San Francisco, California, as more particularly described in the attached Exhibit A and as shown generally on the map attached as Exhibit A-1, including all improvements and fixtures located on such real property and appurtenances relating thereto (collectively, the "**Property**").

B. City desires to enter into this Agreement to obtain an option to purchase the Property from Owner, and Owner is willing to grant City such option, on the terms and conditions set forth herein.

**1. Option.** In consideration of the payment by City to Owner of the Option Consideration, as defined below, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Owner hereby grants to City an exclusive and irrevocable option to purchase the Property on the terms stated in this Agreement (the "**Option**").

(a) **Option Term.** This Agreement is effective as of the date it is fully signed and delivered by both parties and the Approval Date has occurred (the "**Effective Date**"). The Option shall commence on the Effective Date, shall continue on a month-to-month basis, and shall terminate at 5:00 P.M. California time on the date that is the earlier to occur of (i) City's delivery of the Option Notice, or (ii) June 1, 2022 ("**Option Term**"). As used in this Agreement, "**Approval Date**" means the date this Agreement is approved by the San Francisco Board of Supervisors and the Mayor of San Francisco. In the event that either the Approval Date has not occurred by June 4, 2021, or the Effective Date has not occurred by June 11, 2021, Owner may withdraw this offer by written notice to City.

(b) **Purchase Price.** If City exercises the Option, the purchase price for the Property shall be Thirty-Eight Million Five Hundred Thousand Dollars (\$38,500,000) (the "**Purchase Price**"). The Purchase Price shall be payable in accordance with the Purchase Agreement (as defined in Section 1(f)).

(c) **Option Consideration.** City shall pay to Owner the sum of Fifteen Thousand Dollars (\$15,000) per month during the Option Term as nonrefundable consideration for the Option (the "**Option Consideration**"), until such time as City delivers the Option Notice (as defined in Section 1(d)). The initial payment of Option Consideration shall be due within ten (10) days of the Effective Date, and thereafter on or before the first day of each subsequent calendar month. The Option Consideration is payable at the address specified for Owner in Section 8, or such other place as Owner may designate in writing on not less than thirty (30) days' advance notice. The Option Consideration shall not be applied to the Purchase Price, and shall be retained

by Owner. If City does not exercise the Option by end of the Option Term, the Option shall automatically expire and terminate, the Option Consideration shall be retained by Owner, and the parties shall have no further obligations under this Agreement except those expressly stated to survive.

(d) **Exercise of Option.** City may exercise the Option, if at all, by (i) giving written notice to Owner of the exercise of the Option (the “**Option Notice**”), and (ii) executing and delivering the Agreement of Purchase and Sale for Real Estate (the “**Purchase Agreement**”) attached as Exhibit B, prior to 5:00 p.m. local time in San Francisco on the last day of the Option Term. If City does not exercise the Option as provided in this Section 1(d) before the end of the Option Term, the Option shall automatically expire and terminate, the Option Consideration shall be retained by Owner, and the parties shall have no further obligation to each other under this Agreement except those expressly stated to survive. Concurrently with executing this Agreement, Owner is delivering the partially executed Purchase Agreement to City to be held in escrow pursuant to the terms of this Agreement. The Purchase Agreement will be deemed to be effective only if City exercises the Option pursuant to the terms of this Agreement, and City is not in default of this Agreement beyond applicable notice and cure periods at the time it exercises the Option. In the event that this Agreement expires or is terminated and City delivers a Termination of Memorandum of Option (as defined below) to Owner, City will return the partially executed Purchase Agreement to Owner. This obligation will survive the termination of this Agreement.

(e) **Purchase Agreement.** Upon exercise of the Option, the terms and conditions of the Purchase Agreement shall apply and govern the parties’ obligations with respect to the sale and purchase of the Property, this Agreement shall terminate, and the parties shall have no further obligation to each other under this Agreement except those expressly stated to survive.

(f) **Memorandum of Option.** Concurrently with its execution and delivery of this Agreement, Owner shall execute (with notarized signatures) and deliver to City an original Memorandum of Option in the form of Exhibit C, attached hereto. City may record the Memorandum of Option in the Official Records of San Francisco County, California. If City does not exercise the Option for any reason other than Owner’s Default (as defined below), City shall, if requested to do so by Owner, promptly deliver to Owner a quitclaim deed or other documentation in the form of Exhibit D so as to eliminate any cloud on Owner’s title to the Property related to the Memorandum of Option and this Agreement (the “**Termination of Memorandum of Option**”). This obligation will survive the termination of this Agreement.

(g) **Termination.** Notwithstanding anything to the contrary, City may terminate this Agreement with 2 days written notice to Owner, provided that the termination will become effective upon the later of the date that (i) City delivers an executed Termination of Memorandum of Option to Owner, (ii) City returns the partially executed Purchase Agreement to Owner, or, if the Purchase Agreement is in escrow, City instructs the Title Company to return the partially executed Purchase Agreement to Owner, and (iii) City is current with its Option Consideration Payments.

**2. Condition Precedent.** The following are conditions precedent to City's exercise of the Option (collectively, the "**Conditions Precedent**"):

(a) **Exercise of Option Subject to Environmental Review.** City may not exercise the Option until there has been complete compliance with the California Environmental Quality Act ("**CEQA**"), the State CEQA guidelines (California Code of Regulations, tit. 14, §§ 15000 et seq.), and the City's Environmental Quality Regulations (San Francisco Administrative Code, Chapter 31). City intends, during the Option Term, to identify the actions and activities that would be necessary to develop the site and thereby facilitate meaningful environmental review. The City retains absolute discretion to: (1) make modifications it deems necessary to mitigate significant adverse environmental impacts, (2) select feasible alternatives that avoid significant adverse impacts, including the "no project" alternative, (3) balance the benefits of the purchase and the proposed project against the unavoidable significant impacts prior to taking final action, or (4) determine not to proceed with the purchase of the Property.

(b) **Approval of Title Conditions.** City shall have reviewed and approved title to the Property, as follows:

(i) City will review the Land, Condition of Title (Guaranty No. 6364105) issued by First American Title Insurance Company ("**Title Company**") as of August 17, 2020, and the Condition of Title (Guaranty No. 6350290) issued by Title Company as of August 10, 2020, accompanied by copies of all documents referred to in them, which City will cause to be updated (collectively, the "**Preliminary Report**");

(ii) Prior to execution of this Agreement, Owner delivered to City copies of any existing or proposed easements, covenants, restrictions, agreements or other documents that affect title, use or development of the Property after the Closing (as defined below) and are not disclosed by the Preliminary Report, (collectively, the "**Unrecorded Documents**"), or, if Owner does not know of any Unrecorded Documents, a written certification of Owner to that effect; and

(iii) City may at its option arrange for an "as-built" survey of the Property prepared by a licensed surveyor (the "**Survey**"). Such survey shall be acceptable to, and certified to, City and Title Company and in sufficient detail to provide the basis for the Title Policy.

City shall determine, at least thirty (30) days prior to its exercise of the Option, what exceptions to title, if any, City is willing to accept (the "**Accepted Conditions of Title**"), and shall notify Owner of any title objections. Owner shall have ten (10) days after receipt of City's notice of any objections to title to give City: (A) evidence satisfactory to City and Title Company of the removal of all objectionable exceptions from title or that such exceptions will be removed or cured on or before the consummation of the purchase and sale contemplated by the Purchase Agreement (the "**Closing**"); or (B) notice that Owner elects not to cause such exceptions to be removed. If Owner fails to respond to City regarding the title objections, Owner will be deemed to have elected clause (B). If Owner gives notice or is deemed to have given notice under clause (B), City shall have the remainder of the Option Term to elect to proceed with the purchase or terminate this Agreement. If City elects to proceed with the purchase of the Property, City will accept title to the Property with such exceptions, which will be deemed Accepted Conditions of Title. If Owner gives notice pursuant to clause (A) and fails to remove any such objectionable

exceptions from title prior to the Closing Date, and City is unwilling to take title subject thereto, City shall have the rights and remedies provided in the Purchase Agreement.

If the Title Company revises the Preliminary Report to add or modify the Accepted Conditions of Title, City shall advise Owner within ten (10) days of receipt of such revised Preliminary Report whether it is willing to accept such new or modified exceptions to title, and the parties will follow the process set out in the previous paragraph to determine whether such revised title exceptions will be accepted by City; provided, however, that if City objects to any of the added or modified exceptions and they are due to the (i) act of Owner or any of its Agents, or (ii) failure of Owner to pay any taxes or other amounts when due, Owner must cause them to be removed from title or cured on or before the Closing. The Closing Date (as such term is defined in the Purchase Agreement) will be extended as needed for the time frames set forth in the previous paragraph.

**(c) Approval of Property Condition.** City shall have reviewed and approved, prior to its exercise of the Option, of the physical and environmental conditions of the Property. Such review may include an examination for the presence or absence of any Hazardous Material.

**(d) Approval of Property Compliance.** City shall have reviewed and approved, prior to its exercise of the Option, of the compliance of the Property with all applicable laws, regulations, permits and approvals.

**(e) Approval of Documents and Other Information.** City shall have reviewed and approved, prior to its exercise of the Option the following documents, all to the extent such documents exist and are either in the possession or control of Owner or any affiliate of Owner, or may be obtained by Owner or any affiliate of Owner, through the exercise of commercially reasonable efforts, concerning the Property: (i) environmental reports, studies, tests and assessments; surveys; soils and geotechnical reports; property tax bills (2020 -2021); site plan; zoning compliance report, utility bills (PG&E and SF Water and Sewer for 2020 and initial months of 2021), documents regarding the condition of the Property, and any other contracts regarding the operation of the Property (collectively, the "**Documents**"), and (ii) such other information relating to the Property that is specifically requested by City of Owner in writing during the Option Term (collectively, the "**Other Information**"). Owner will use commercially reasonable efforts to provide any Other Information requested by City within five (5) business days of City's request for the Other Information. Prior to execution of this Agreement, Owner delivered to City all of the Documents. Owner makes no representations or warranties as to the accuracy or completeness of the Documents or Other Information.

**(f) Approval of City Agencies.** The transactions contemplated in the Purchase Agreement shall have been approved by all applicable City departments and agencies, including, without limitation, the San Francisco Fire Department and the San Francisco Fire Commission, in their respective sole discretion, on or before exercise of the Option.

**(g) Approval of Board of Supervisors and Mayor.** A resolution or an ordinance approving, adopting and authorizing this Agreement and the transactions must be adopted by City's Mayor and the Board of Supervisors, each in its respective sole discretion, and effective on or exercise of the Option.

The Conditions Precedent are solely for the benefit of City. If any Condition Precedent is not satisfied prior to the City's exercise of the Option, City shall have the right in its sole discretion either to waive in writing the Condition Precedent in question and proceed with the purchase or, in the alternative, terminate this Agreement by delivery of written notice of termination to Owner and Title Company, provided that the Conditions Precedent described in items (a), (f) and (g) above may not be waived.

### **3. Due Diligence Activities During Option Term.**

(a) **Right of Entry.** During the Option Term, City may investigate any matters that may directly or indirectly affect the Property and/or the present or future value, use, control, operation or ownership of the Property. During the Option Term, City, its employees, contractors, consultants and agents (collectively, "**City's Agents**") shall have the right to enter upon the Property for the purpose of inspecting the Property. In connection with any such entry, City (i) acknowledges that all entry is at City's and City's Agents' sole risk, cost and expense, (ii) shall give Owner reasonable advance notice of such entry, and (iii) acknowledges that Owner or its representatives shall have the right to accompany City and City's Agents during any testing or other inspection performed on the Property. Without expanding or limiting the foregoing, City specifically agrees that prior to any entry to perform any invasive on-site testing, City shall give Owner written notice thereof, including the identity of the company or persons who will perform and the proposed scope of such invasive testing. Owner shall approve or disapprove the scope and methodology of such proposed testing within 3 business days after receipt of such notice, such approval may be withheld in Owner's sole and absolute discretion. If City or City's Agents take any sample from the Property in connection with any such approved testing, City shall provide to Owner a portion of such sample being tested to allow Owner, if it so chooses, to perform its own testing at Owner's sole cost, if Owner timely requests a portion of that sample before City or City's Agents perform the testing for that sample and the sample can be reasonably provided to Owner at no cost to City. Seller authorizes City and its Agents to make all inquiries with and applications to any person or entity, including, without limitation, any regulatory authority with jurisdiction as City may reasonably require to complete its due diligence investigations.

(b) **Insurance.** City shall cause third party City's Agents to maintain commercial general liability insurance, including broad form property damage, with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate in form and substance adequate to insure against all liability of City and/or City's Agents, arising out of any entry or inspections of the Property pursuant to the provisions hereof, and City shall provide Owner with evidence of such insurance coverage before any such entry, including evidence that Owner is an additional insured on the commercial general liability policy. If any inspection or test disturbs the Property, City will promptly restore the Property to the same condition as existed before the inspection or test. City has informed Owner that it maintains a program of self-insurance that will cover City's obligations under this Agreement, and City is not required to carry any third-party insurance with respect to this Agreement. City assumes the risk of damage to any of City's personal property, except for damage caused by Owner or its agents. **CITY SHALL INDEMNIFY, DEFEND AND HOLD OWNER, OWNER'S AFFILIATES, PARTNERS, MEMBERS, SHAREHOLDERS, INVESTMENT MANAGERS, PROPERTY MANAGERS, TRUSTEES, DIRECTORS, OFFICERS,**

**EMPLOYEES AND AGENTS OF EACH OF THEM AND THEIR RESPECTIVE PREDECESSORS, HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES AND ASSIGNS AND THE PROPERTY HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, LOSSES, CLAIMS, LIENS, COST OR EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES) ARISING OUT OF OR RELATING TO ANY ENTRY ON THE PROPERTY BY CITY OR CITY'S AGENTS IN THE COURSE OF PERFORMING THE INSPECTIONS, TESTING OR INQUIRIES ON OR ABOUT THE PROPERTY, INCLUDING WITHOUT LIMITATION DAMAGE TO THE PROPERTY OR RELEASE OF HAZARDOUS SUBSTANCES OR MATERIALS ONTO THE PROPERTY EXCEPT TO THE EXTENT SUCH DAMAGE OR INJURY IS CAUSED BY THE ACTS OR OMISSIONS OF OWNER OR ANY OF ITS AGENTS. THE FOREGOING INDEMNITY SHALL NOT INCLUDE ANY CLAIMS RESULTING FROM THE DISCOVERY (WITHOUT EXACERBATION) OR DISCLOSURE OF PRE-EXISTING ENVIRONMENTAL CONDITIONS ON, IN, UNDER OR ABOUT THE PROPERTY. THIS INDEMNITY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT PROVIDED THAT OWNER MUST GIVE NOTICE OF ANY CLAIM IT MAY HAVE AGAINST CITY UNDER SUCH INDEMNITY (I) WITHIN THE APPLICABLE STATUTE OF LIMITATIONS PLUS SIX (6) MONTHS IF THE CLAIM IS BROUGHT BY A THIRD PARTY AGAINST OWNER, OR (II) ON THE EARLIER TO OCCUR OF CITY'S ACQUISITION OF THE PROPERTY, OR WITHIN EIGHTEEN (18) MONTHS OF TERMINATION OF THIS AGREEMENT, IF THE CLAIM INVOLVES DAMAGE TO OWNER'S PROPERTY OR ANY OTHER CLAIM NOT BROUGHT BY A THIRD PARTY AGAINST OWNER.**

**4. Risk of Loss.** All risk of loss related to the Property shall remain with Owner until the Closing.

**(a) Change in Condition.** Owner shall immediately notify City of and provide City with all information related to: (1) any material damage or destruction to the Property or any portion thereof that occurs after the Effective Date; (2) any receipt after the Effective Date of notice of any potential eminent domain proceedings affecting all or a portion of the Property, the commencement of such proceedings after the Effective Date, or a taking after the Effective Date of all or a portion of the Property by eminent domain by anyone other than City; and (3) any other event that occurs after the Effective Date or information received or discovered by Owner after the Effective Date that could materially affect the value or use of the Property (each a "Change in Condition").

**(b) City Election.** If a Change in Condition occurs, City shall have the right, at its election to terminate this Agreement by written notice to Owner, in which case this Agreement shall expire and terminate, the Option Consideration shall be retained by Owner, and the parties shall have no further obligation to each other under this Agreement except those expressly stated to survive. If City does not terminate this Agreement and agrees to accept the Property in its then condition and exercises the Option, then the Purchase Agreement will control.

**5. Default.**

(a) **Owner Default.** If Owner defaults in the performance of any of Owner's obligations, promises, or agreements under this Agreement or if Owner breaches any of its representations or warranties hereunder and does not cure such default within ten (10) days of written notice ("**Owner's Default**"), City shall elect one of the following: (i) waive Owner's Default, in which case this Agreement will remain in effect and City will not be entitled to any compensation or damages associated with Owner's Default; (ii) terminate this Agreement by written notice to Owner, in which case this Agreement shall terminate, Owner will reimburse City for its out of pocket due diligence costs not to exceed \$50,000, and the parties shall have no further obligation to each other under this Agreement except those expressly stated to survive, or (iii) bring a suit for specific performance, provided that any suit for specific performance must be brought within ninety (90) days of the expiration of Seller's cure period. Notwithstanding the foregoing, solely in the event that either (1) City is unable to bring a suit for specific performance or because Seller has sold the Property, or (2) a court rules that City is unable to obtain a remedy of specific performance due to some other action by Seller that prevents the remedy of specific performance, then City may instead elect to bring an action for damages.

(b) **City Default.** If City defaults in the performance of any of City's obligations, promises, or agreements under this Agreement, and does not cure such default within ten (10) days of written notice, Owner may terminate this Agreement by written notice to City, in which case this Agreement shall terminate, the Option Consideration shall be retained by Owner, and the parties shall have no further obligation to each other under this Agreement except those expressly stated to survive.

OWNER AND CITY AGREE THEY HAVE MADE GOOD FAITH REASONABLE EFFORTS TO DETERMINE WHAT OWNER'S DAMAGES, INCLUDING ANY ATTORNEYS' FEES, LOST PROFITS, AND OPPORTUNITY COSTS, WOULD BE IN THE EVENT OF A DEFAULT HEREUNDER BY CITY. OWNER AND CITY HAVE BEEN UNABLE TO ARRIVE AT ANY MEANINGFUL FORMULA OR MEASURE OF DAMAGES FOR CITY'S DEFAULT AND AGREE THAT SUCH DAMAGES WOULD BE EXTREMELY DIFFICULT AND IMPRACTICAL TO DETERMINE. IN THE EVENT THAT THIS AGREEMENT TERMINATES BECAUSE OF CITY'S DEFAULT, EXCEPT AS OTHERWISE SET FORTH IN SECTION 3(B), THE PARTIES AGREE THAT THE OPTION CONSIDERATION IS A REASONABLE ESTIMATE OF SUCH DAMAGES AND SHALL SERVE AS FULL LIQUIDATED DAMAGES. THE OPTION CONSIDERATION SHALL BE OWNER'S SOLE RIGHT TO DAMAGES AND SOLE REMEDY AT LAW OR IN EQUITY FOR CITY'S DEFAULT HEREUNDER, EXCEPT AS OTHERWISE SET FORTH IN SECTION 3(B). OWNER AND CITY FURTHER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THE FOREGOING LIQUIDATED DAMAGES PROVISION AND BY THEIR SIGNATURES IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS. THE PROVISIONS OF THIS SECTION 5(b) SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Initials:

City: AKD

Owner: JB

(c) **Damages Limited.** In no event shall either party be entitled to, or liable for, any special, consequential, indirect, or incidental damages arising out of or in connection with this Agreement or the Property, regardless of whether any claim is based on contract or tort.

**6. 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, against 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:

**To City:**

Real Estate Division  
City and County of San Francisco  
25 Van Ness Avenue, Suite 400  
San Francisco, CA 94102  
Attn: Director of Property  
Reference: Prologis – 1236 Carroll Avenue  
Facsimile No. (415) 554-4757  
Email: andrico.penick@sfgov.org

with a copy to:

Office of the City Attorney  
City and County of San Francisco  
Room 234, City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4682  
Attn: Real Estate Team Leader  
Reference: Prologis – 1236 Carroll Avenue  
Facsimile: (415) 554-4747  
Email: elizabeth.dietrich@sfcityatty.org

**To Owner:**

Prologis, L.P.  
c/o Prologis, Inc.  
Pier 1, Bay 1  
San Francisco, CA 94111  
Attn: Mark Hansen  
Email: mhansen@prologis.com

with a copy to:

Prologis, Inc.  
1800 Wazee Street, Suite 500  
Denver, CO 80202  
Attn: Jason Bost, Nick Noriega, Kirsten Pederson  
Email: jbst@prologis.com, nnoriega@prologis.com, kpederson@prologis.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 telefacsimile or email, to the telefacsimile number or email address listed above, or such other numbers as may be provided from time to time. However, neither party may give official or binding notice by facsimile or email. The effective time of a notice shall not be affected by the receipt, prior to receipt of the original, of a telefacsimile or emailed copy of the notice.

**7. Maintenance; Consent to New Contracts**

(a) **Maintenance of Property.** Between the date of Owner's execution of this Agreement and the Closing, Owner shall maintain and operate the Property in substantially the same manner and the same condition as on the Effective Date, as if Owner were retaining the Property, including maintaining its existing policy or policies of insurance.

(b) **Consent to New Contracts.** After the date the City's Director of Property submits legislation for approval by City's Board of Supervisors of this Agreement, Owner shall not enter into or extend any lease or contract, option, or other agreement pertaining to the Property that will be an obligation affecting the Property or City subsequent to the Closing, or any amendment thereof, without in each instance obtaining City's prior written consent in City's sole discretion, excluding any contracts entered into in the ordinary course of business that are terminable without cause on not more than 30 days' notice and will not affect the Property or City subsequent to the Closing.

**8. No Encumbrance; Agreement Not to Market.** From the date the City's Director of Property submits legislation for approval of this Agreement by City's Board of Supervisors, Owner shall not: (a) cause, permit or suffer to exist any lien, mortgage, or deed of trust, to be created or placed upon the Property; (b) grant any encumbrance, right, restriction or easement with respect to the Property; (c) cause or permit any mortgage, deed of trust, or other lien to be foreclosed upon due to Owner's actions or omissions, including failure to make a required payment or failure to obtain any required consent; or (d) sell, convey, assign, transfer, or otherwise dispose of the Property, or any part thereof or interest therein. In addition, Owner shall not commence any legal or regulatory action with respect to the Property, without first obtaining the prior written consent of City. Owner agrees that unless and until this Agreement terminates pursuant to its terms, Owner shall not negotiate with any other parties pertaining to the sale of or option to purchase the Property or any interest in the Property, and shall not market the Property to third parties.

**9. Representations and Warranties.**

(a) **Owner's Representations and Warranties.** As of the date of this Agreement, Owner represents and warrants to and covenants with City all of those representations and warranties set forth in Section 8.1 of the Purchase Agreement, which representations and warranties are incorporated by reference as if fully set forth in this Agreement.

(b) **City's Representations and Warranties.** As of the date of this Agreement, City represents and warrants to and covenants with Owner all of those representations and warranties set forth in Section 8.2 of the Purchase Agreement, which representations and warranties are incorporated by reference as if fully set forth in this Agreement.

**10. Brokers.** Neither party has had any contact or dealings regarding the 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 purchase and sale contemplated herein, except for Colliers (City's broker), whose commission, if any is due, shall be the sole responsibility of City pursuant to a separate written agreement with such broker. 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 shall survive the Closing.

**11. Miscellaneous.**

(a) **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, legal representatives, administrators, and permitted assigns. City's rights and obligations hereunder shall not be assignable without the prior written consent of Owner; provided, however, even if Owner approves any such proposed assignment, in no event shall City be released of any of its obligations hereunder.

(b) **Amendments.** This Agreement may be amended or modified only by a written instrument signed by the City and Owner.

(c) **Governing Law.** This Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of California and City's Charter and Administrative Code.

(d) **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, except to the extent there is a direct conflict between any written agreements regarding confidentiality.

(e) **Parties and Their Agents.** The term "**Owner**" as used herein shall include the plural as well as the singular. If Owner consists of more than one individual or entity, then the obligations under this Agreement imposed on Owner shall be joint and several. As used herein, the term "**Agents**" when used with respect to either party shall include the agents, officers, members, directors, partners, employees, commissioners, contractors, subcontractors, and representatives of such party. All approvals, consents or other determinations permitted or required by City hereunder shall be made by or through City's Director of Property unless otherwise provided herein, subject to applicable law.

(f) **Interpretation of Agreement.** The article, section, paragraph, 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. The word "include(s)" means "include(s) without limitation" and "include(s) but not limited to," and the word "including" means "including without limitation" and "including but not limited to" as the case may be. References to Articles, Sections and Exhibits refer to this Agreement unless otherwise stated. This Agreement has been executed 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.

**(g) Attorneys' Fees.** If either party hereto fails to perform any of its respective obligations under this Agreement or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party on account of such default or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements. For purposes of this Agreement, the reasonable fees of attorneys of City's Office of 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 City Attorney's Office.

**(h) Time of Essence.** Time is of the essence with respect to the performance of the parties' respective obligations contained herein and with respect to all dates set forth herein, including but not limited to Option Notice.

**(i) No Merger.** The surviving obligations contained herein shall not merge with the transfer of title to the Property but shall remain in effect until fulfilled.

**(j) No Liability of Owner Officials, Employees, and Agents.** 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 Owner, its successors, and assigns, in the event of any default or breach by City or for any amount which may become due to Owner, its successors, and assigns, or for any obligation of City under this Agreement.

**(k) Conflicts of Interest.** Through its execution of this Agreement, Owner acknowledges that it is familiar with the provisions of Section 15.103 of City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Sections 87100 et seq. and Sections 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, Owner shall immediately notify City.

(l) **Sunshine Ordinance.** Owner understands and agrees that under City's Sunshine Ordinance (San Francisco Administrative Code, Chapter 67) and the State Public Records Law (Government Code Section 6250 et seq.), this Agreement and any and all records, information, and materials submitted to City hereunder are public records subject to public disclosure. Subject to Section 5, Owner authorizes City to disclose any records, information, and materials submitted to City in connection with this Agreement.

(m) **Tropical Hardwoods and Virgin Redwoods.** City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood 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 Environmental Code.

(n) **Recording.** Following the Approval Date and provided that this Agreement remains in effect, City may record a memorandum of this Agreement (and Owner agrees to execute such memorandum) in the form of Exhibit B attached hereto.

(o) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature delivered on any counterpart by facsimile or other electronic means shall for all purposes be deemed to be an original signature to this Agreement.

(p) **MacBride Principles - Northern Ireland.** City urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.5, et seq. City also urges companies to do business with corporations that abide by the MacBride Principles. Owner acknowledges that it has read and understands the above statement concerning doing business in Northern Ireland.

(q) **Severability.** If any provision of this Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, 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, unless enforcement of this Agreement as so modified would be unreasonable or grossly inequitable under all of the circumstances as would frustrate the fundamental purposes of this Agreement.

(r) **Waiver.** No waiver by any party of any of the provisions of this Agreement shall be effective unless in writing and signed by an officer or other authorized representative of the waiving party, and only to the extent expressly provided in such written waiver. No waiver shall be deemed a subsequent or continuing waiver of the same, or any other, provision of this Agreement.

(s) **Contribution Limits; Contractors Doing Business with City.** Through its execution of this Agreement, Owner acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which

prohibits any person who contracts with the City for the selling or leasing of any land or building to or from any department of 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, 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 such contract or twelve (12) months after the date the contract is approved. Owner 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. Owner further acknowledges that the (i) prohibition on contributions applies to each Owner; each member of Owner's board of directors, and Owner's chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Owner; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Owner; and (ii) within thirty (30) days of the submission of a proposal for the contract, the City department with whom Owner is contracting is obligated to submit to the Ethics Commission the parties to the contract and any subcontractor. Additionally, Owner certifies that Owner has informed each of the persons described in the preceding sentence of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

**12. Confirmation of Sale by Owner's Board of Supervisors and Mayor.**

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

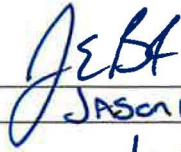
**[Signatures on following page]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

Owner:


PROLOGIS, L.P.,  
a Delaware limited partnership

By: Prologis, Inc.  
Its: general partner

By:   
Its: JASON E BOND, VP  
Date: 5/10/21

City:

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By:   
Andrico Q. Penick  
Director of Property  
Date: 6/1/21

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: \_\_\_\_\_  
Elizabeth A. Dietrich  
Deputy City Attorney

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

Owner:

PROLOGIS, L.P.,  
a Delaware limited partnership

By: Prologis, Inc.  
Its: general partner

By: JEB  
Its: JASON E BOED, JP  
Date: 5/10/21

City:

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: Andrico Q. Penick  
Andrico Q. Penick  
Director of Property  
Date: 6/1/21

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: DocuSigned by:  
Elizabeth Dietrich  
773AED1C76FF416  
Elizabeth A. Dietrich  
Deputy City Attorney

**EXHIBITS:**

- Exhibit A** – **Legal Description of Property**
- Exhibit A-1** – **Map of Property**
- Exhibit B** – **Purchase Agreement**
- Exhibit C** – **Form of Memorandum of Option**
- Exhibit D** – **Form of Termination of Memorandum of Option**



## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

All that certain real property in the County of San Francisco, State of California, described as follows:

**PARCEL TWO:**

COMMENCING AT A POINT ON THE SOUTHWESTERLY LINE OF ARMSTRONG AVENUE, DISTANT THEREON 100 FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF HAWES STREET; RUNNING THENCE NORTHWESTERLY ALONG SAID LINE OF ARMSTRONG AVENUE 100 FEET TO THE SOUTHEASTERLY LINE OF HAWES STREET; THENCE SOUTHWESTERLY ALONG SAID LINE OF HAWES STREET 32 FEET 1-½ INCHES TO A POINT DISTANT THEREON 168 FEET 10-½ INCHES NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF BANCROFT AVENUE; THENCE SOUTH 16° 11' EAST 61 FEET 4 INCHES; THENCE SOUTH 23° 51' WEST 29 FEET 6 INCHES TO A POINT DISTANT 100 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF ARMSTRONG AVENUE ON LINE DRAWN AT RIGHT ANGLES THERETO; THENCE SOUTHEASTERLY PARALLEL WITH THE SAID LINE OF ARMSTRONG AVENUE 46 FEET 10 INCHES TO A POINT DISTANT 100 FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF HAWES STREET ON A LINE DRAWN AT RIGHT ANGLES THERETO; THENCE NORTHEASTERLY 100 FEET TO THE POINT OF COMMENCEMENT.

BEING LOT NOS. 15 AND 16 IN BLOCK NO. 488, TIDE LANDS.  
ASSESSORS PARCEL NO.: LOTS 14 AND 15, BLOCK 4852

**PARCEL THREE:**

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF HAWES STREET AND THE NORTHEASTERLY LINE OF BANCROFT AVENUE; RUNNING THENCE NORTHEASTERLY ALONG THE SAID SOUTHEASTERLY LINE OF HAWES STREET 168 FEET 10-½ INCHES TO THE NORTHEASTERLY LINE OF LOT 1, BLOCK 488, BAY VIEW HOMESTEAD ASSOCIATION, AS SHOWN ON MAP HEREINAFTER REFERRED TO; RUNNING THENCE SOUTH 16° 11' EAST ALONG SAID NORTHEASTERLY BOUNDARY LINE 61 FEET 4 INCHES TO THE SOUTHEASTERLY LINE OF SAID LOT; THENCE RUNNING SOUTH 23° 51' WEST ALONG SAID SOUTHEASTERLY LINE OF SAID LOT 131 FEET 6 INCHES TO THE NORTHEASTERLY LINE OF BANCROFT AVENUE; AND RUNNING THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF BANCROFT AVENUE 73 FEET 6-½ INCHES TO THE POINT OF COMMENCEMENT.

BEING LOT 1, BLOCK 488, OF THE BAY VIEW HOMESTEAD ASSOCIATION, AS PER MAP THEREOF RECORDED JUNE 19, 1872, IN LIBER "C" AND "D" OF MAPS, PAGE 3, RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.  
ASSESSORS PARCEL NO.: LOT 12, BLOCK 4852

**PARCEL FOUR:**

COMMENCING AT A POINT ON THE NORTHEASTERLY LINE OF BANCROFT AVENUE, DISTANT THEREON 73 FEET 6-½ INCHES SOUTHEASTERLY FROM THE INTERSECTION OF SAID LINE OF BANCROFT AVENUE WITH THE SOUTHEASTERLY LINE OF HAWES STREET (THE SAID POINT OF COMMENCEMENT BEING ALSO THE INTERSECTION OF SAID LINE OF BANCROFT AVENUE WITH THE SOUTHEASTERLY LINE OF LOT 1, IN BLOCK 488 OF THE BAY VIEW HOMESTEAD ASSOCIATION; AS SAID SOUTHEASTERLY LINE OF SAID LOT IS SHOWN ON MAP THEREOF RECORDED JUNE 19, 1872, IN BOOK "C" AND "D" OF MAPS, PAGE 3, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA); RUNNING THENCE SOUTHEASTERLY ALONG SAID LINE OF BANCROFT AVENUE 26 FEET 5-½ INCHES TO A POINT DISTANT THEREON 100 FEET SOUTHEASTERLY FROM THE EASTERLY LINE OF HAWES

STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 46 FEET 10 INCHES TO THE SOUTHEASTERLY LINE OF SAID LOT 1 IN BLOCK 488 OF THE BAY VIEW HOMESTEAD ASSOCIATION, ABOVE REFERRED TO; THENCE RUNNING SOUTH 23° 51' WEST ALONG SAID SOUTHEASTERLY LINE 102 FEET, MORE OR LESS, TO THE NORTHEASTERLY LINE OF BANCROFT AVENUE AND THE POINT OF COMMENCEMENT.

BEING A PORTION OF BLOCK 488, TIDE LANDS.  
ASSESSORS PARCEL NO.: LOTS 11 AND 13, BLOCK 4852

PARCELS TWO, THREE AND FOUR ALSO BEING DESCRIBED AS FOLLOWS:

BEING LOT NOS. 13, 14, 15 AND 16, IN BLOCK NO. 488, TIDE LANDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF HAWES STREET AND THE NORTHEASTERLY LINE OF BANCROFT AVENUE; THENCE NORTHEASTWARDLY ALONG THE SAID SOUTHEASTERLY LINE OF HAWES STREET FOR 200 FEET TO THE SOUTHWESTERLY LINE OF ARMSTRONG AVENUE; THENCE SOUTHEASTWARDLY ALONG THE SAID SOUTHWESTERLY LINE OF ARMSTRONG AVENUE FOR 100 FEET TO THE NORTHWESTERLY CORNER OF LOT 17 IN THE SAID BLOCK 488, TIDE LANDS; THENCE SOUTHWESTWARDLY ALONG THE NORTHWESTERLY LINE OF THE SAID LOT 17 FOR 100 FEET TO THE NORTHWESTERLY CORNER OF LOT 12 IN THE SAID BLOCK 488, TIDE LANDS; THENCE SOUTHWESTWARDLY ALONG THE NORTHWESTERLY LINE OF THE SAID LOT 12 FOR 100 FEET TO THE NORTHEASTERLY LINE OF BANCROFT AVENUE; THENCE NORTHWESTWARDLY ALONG THE SAID NORTHEASTERLY LINE OF BANCROFT AVENUE FOR 100 FEET TO THE POINT OF BEGINNING.

PARCEL FIVE:

COMMENCING AT A POINT ON THE SOUTHWESTERLY LINE OF ARMSTRONG AVENUE AND THE WESTERLY LINE OF THE LANDS OF THE SOUTHERN PACIFIC AND WESTERN PACIFIC RAILROAD COMPANIES, AS FIXED AND DESIGNATED BY THE BOARD OF TIDE LAND COMMISSIONERS OF THE STATE OF CALIFORNIA AND AS RESERVED PURSUANT TO CHAPTER 543 STATUTES OF 1868, AND AS SHOWN ON SHEET 13 OF THE MAP ENTITLED "HISTORIC SAN FRANCISCO MAPS" RECORDED JANUARY 31, 1975 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA IN BOOK "W" OF MAPS, PAGES 40 THROUGH 54, INCLUSIVE, DISTANT THEREON 219 FEET 9-½ INCHES NORTHWESTERLY FROM THE NORTHWESTERLY LINE OF GRIFFITH STREET; RUNNING THENCE NORTHWESTERLY ALONG SAID LINE OF ARMSTRONG AVENUE, 180 FEET 2-½ INCHES TO A POINT DISTANT THEREON 200 FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF HAWES STREET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 200 FEET TO THE NORTHEASTERLY LINE OF BANCROFT AVENUE; THENCE AT A RIGHT ANGLE SOUTHEASTERLY, ALONG SAID LINE OF BANCROFT AVENUE 339 FEET 3-½ INCHES TO A POINT DISTANT THEREON 60 FEET 8-½ INCHES NORTHWESTERLY FROM THE NORTHWESTERLY LINE OF GRIFFITH STREET, SAID POINT ALSO BEING LOCATED ON THE AFORESAID WESTERLY LINE OF THE LANDS OF THE SOUTHERN PACIFIC AND WESTERN PACIFIC RAILROAD COMPANIES; THENCE NORTHERLY TO THE POINT OF COMMENCEMENT.

BEING ALL OF LOT NOS. 6, 7, 8, 9, 10, 19, 20 AND 21, AND PORTIONS OF LOT NOS. 4, 5, 22, 23 AND 24, ALL IN BLOCK 488 SALT MARSH AND TIDE LANDS.  
ASSESSORS PARCEL NO.: LOTS 2 THROUGH 8, AND LOTS 18 THROUGH 22, BLOCK 4852

PARCEL SIX:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF ARMSTRONG AVENUE, DISTANT THEREON 100 FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF HAWES STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID LINE OF ARMSTRONG AVENUE 100 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 200 FEET TO THE NORTHEASTERLY LINE OF BANCROFT AVENUE; THENCE AT A RIGHT ANGLE, NORTHWESTERLY ALONG SAID LINE OF BANCROFT AVENUE 100 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 200 FEET TO THE

POINT OF BEGINNING.

BEING LOT NOS. 11, 12, 17 AND 18, IN BLOCK NO. 488, TIDE LANDS.  
ASSESSORS PARCEL NO.: LOTS 9, 10, 16 AND 17, BLOCK 4852

PARCEL ONE:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF CARROLL AVENUE AND THE NORTHWESTERLY LINE OF GRIFFITH STREET; RUNNING THENCE NORTHEASTERLY AND ALONG SAID LINE OF GRIFFITH STREET 200 FEET TO THE SOUTHWESTERLY LINE OF BANCROFT AVENUE; THENCE AT A RIGHT ANGLE NORTHWESTERLY AND ALONG SAID LINE OF BANCROFT AVENUE 200 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 200 FEET TO THE NORTHEASTERLY LINE OF CARROLL AVENUE; THENCE AT A RIGHT ANGLE SOUTHEASTERLY AND ALONG SAID LINE OF CARROLL AVENUE 200 FEET TO THE POINT OF COMMENCEMENT.

BEING THE SOUTHEASTERLY 200 FEET OF BLOCK NO. 491, TIDE LANDS AND PART OF BLOCK NO. 491, BAY VIEW HOMESTEAD ASSOCIATION.

PARCEL TWO:

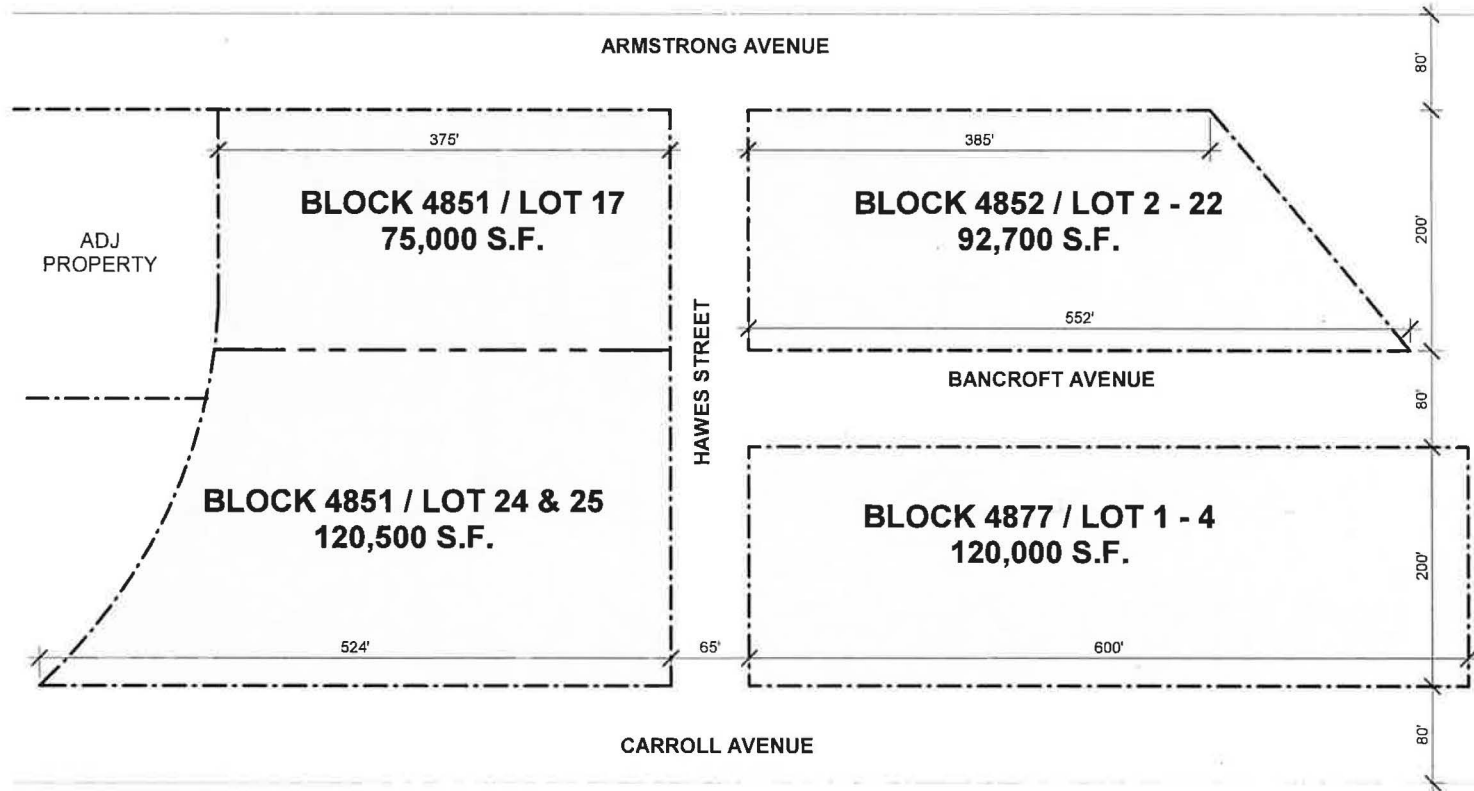
BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF BANCROFT AVENUE AND THE SOUTHEASTERLY LINE OF HAWES STREET; RUNNING THENCE SOUTHEASTERLY AND ALONG SAID LINE OF BANCROFT AVENUE 400 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 200 FEET TO THE NORTHEASTERLY LINE OF CARROLL AVENUE; THENCE AT A RIGHT ANGLE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE OF CARROLL AVENUE 400 FEET TO THE SOUTHEASTERLY LINE OF HAWES STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG SAID LINE OF HAWES STREET 200 FEET TO THE POINT OF BEGINNING.

BEING PART OF BLOCK 491, BAY VIEW HOMESTEAD.

APN: LOTS 1 AND 2, BLOCK 4877 (PARCEL ONE); LOTS 3 AND 4, BLOCK 4877 (PARCEL TWO)

**EXHIBIT A-1**  
**MAP OF PROPERTY**

[Attached]



**Aerial Map**



**Tabulation**

**SITE AREA**

|          |             |
|----------|-------------|
| In s.f.  | 409,200 s.f |
| In acres | 9.37 ac     |

**ZONING ORDINANCE FOR CITY**

Zoning Designation - PDR-2 ; Production, Distribution & Repair

**MAXIMUM BUILDING HEIGHT ALLOWED**

Height - 40'

**MAXIMUM FLOOR AREA RATIO (FAR)**

FAR - 3.0 TO 1

**SETBACKS**

Front / Side / Rear - not required



CONCEPTUAL SITE PLAN

**Carroll Avenue**

San Francisco, CA

**EXHIBIT B**  
**PURCHASE AGREEMENT**

**[Attached]**

AGREEMENT OF PURCHASE AND SALE FOR REAL ESTATE

by and between

PROLOGIS, L.P.,  
as Seller

and

CITY AND COUNTY OF SAN FRANCISCO,  
as Buyer

For the purchase and sale of

Assessor Parcel No. Block 4877, Lots 1-4 and Block 4852, Lots 2-22  
San Francisco, California

\_\_\_\_\_, 202\_

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- EXHIBIT B – Grant Deed
- EXHIBIT C – Certificate of Transferor Other Than An Individual (FIRPTA Affidavit)