

STAFF REPORT FOR CALENDAR ITEM NO.: 8.2
FOR THE MEETING OF: November 9, 2017

TRANSBAY JOINT POWERS AUTHORITY

BRIEF DESCRIPTION:

Consideration of a Resolution authorizing the Executive Director to execute an Agreement for a Temporary License for Construction (“License”) and Agreement for an Air Rights Easement (“Easement”) with 235 Property Co. LLC (“Birmingham”) for Birmingham’s payment to the TJPA of: (1) monthly rent of \$9,703.12 for a temporary construction license to use a 25-foot portion of TJPA’s property known as Parcel H, the future Under Ramp Park, for construction staging for the installation of a new façade on an existing building at 235 Second; and (2) \$58,684.50 for a permanent air rights easement over Parcel H for the new façade and existing encroachment of the curtainwall.

SUMMARY:

Birmingham has agreed to pay the TJPA: (1) a deposit (\$9,703.12) together with rent through the end of November (\$4,851.56) and for the month of December, 2017 (\$9,703.12), for a total of \$24,257.80, and thereafter, starting on January 1, 2018, monthly rent (\$9,703.12), for a temporary license to use a 25-foot portion of Parcel H to install a new façade on a seven-story existing building at 235 Second, formerly known as the C-Net Building; and (2) \$58,684.50 for a permanent easement to use the air space above Parcel H for the new façade, which will encroach into that air space, as well as an existing encroachment of the curtainwall. The License is for construction staging associated with the installation of the new façade, including use of a scissor lift, generator, portable toilets, an existing swing stage, and other materials. The Easement is for the existing encroachment of the curtainwall, which extends approximately 4 inches into Parcel H air space, and the new façade, which will consist of: waterproof coating that will extend 0.42 feet into Parcel H air space; a third-floor decorative belt cornice that will extend 0.75 feet into Parcel H air space; and a roof cornice that will extend 1.26 feet into Parcel H air space.

The TJPA’s Bus Ramp now crosses the air space of Parcel H. The long-term use of Parcel H is for Under Ramp Park. The License and Easement will not interfere with the TJPA’s use of Parcel H for Bus Ramp operation and maintenance, or for Under Ramp Park. Because installation of the new façade is expected to be completed by March 15, 2018, the License will not interfere with full Bus Ramp operations, which are expected to commence after that date. Although installation may require use of a swing stage, it will not touch or otherwise interfere with the Bus Ramp, and will not affect use of the Bus Ramp. Because Under Ramp Park is not planned for development until after Birmingham has completed installation of the façade, the License will not interfere with the construction and use of Under Ramp Park. The Easement will extend only a short distance into the air space above Under Ramp Park and therefore will not interfere with the operation of the Bus Ramp or the public’s use of the Park.

Birmingham has agreed to pay an additional amount to reimburse the TJPA for its attorneys’ fees to draft and negotiate the License and Easement. Birmingham has already paid a portion of the

TJPA's attorneys' fees. The final payment from Birmingham will be made in November 2017 at the time the Easement Agreement is recorded. Birmingham has also agreed to pay the TJPA's attorneys' fees, up to \$5,000: (1) to obtain a McEnerney Judgment to establish the TJPA's title to the area within Parcel H known as "Oscar Alley," which is adjacent to 235 Second; and (2) to seek an amendment of City and County of San Francisco Ordinance 43-11 to delete the Oscar Alley area from the list of alleged public right-of-ways below and/or above certain streets to be vacated. Birmingham has further agreed to release the TJPA from liability for any third-party claims to title to or interest in the Oscar Alley area. Finally, Birmingham has agreed to release the TJPA from any claims related to Caltrans' exercise of its power of termination provided in the Cooperative Agreement.

DISCUSSION:

Birmingham's existing building at 235 Second, on the block bounded by Tehama, Clementina, Second, and First Streets, already has a curtainwall that encroaches approximately 4 inches into Parcel H air space. Birmingham wishes to install a new façade and cornice on the building. The new façade will consist of a waterproof coating, a third-floor decorative belt, and a roof cornice.

The TJPA's Parcel H, a former State-owned parcel, is generally a long, narrow parcel approximately 80 feet wide, situated between 41 Tehama on the northeast and Clementina Street on the southeast. Most of the eastern part of Parcel H is under the Fremont Street off-ramp from I-80 under an easement reserved to Caltrans when it conveyed Parcel H to the TJPA. The southwestern part of Parcel H is under the recently constructed Bus Ramp, which is adjacent to 235 Second. The TJPA has previously used Parcel H for construction staging for the Bus Ramp. Parcel H is planned for development of Under Ramp Park.

The License

The License allows Birmingham to use a 25-foot portion of Parcel H for construction staging associated with the installation of the new façade on the building at 235 Second. Installation of the new façade is expected to start on November 15, 2017, and to be completed by March 15, 2018, before the Bus Ramp operations commence and before TJPA commences development of Under Ramp Park on Parcel H. Installation of the new façade will require placement and use of a scissor lift, generator, portable toilets, and other materials on Parcel H.

Birmingham will not install any scaffolding on Parcel H. Birmingham may use an existing swing stage using existing davit arms on the roof of the building on 235 Second. Birmingham, however, will be prohibited from accessing or otherwise coming into contact with the Bus Ramp, and will not allow the swing stage or its cables and other mechanisms to interfere with the Bus Ramp. Specifically, Birmingham will not attempt to let the swing stage pass between the building and the Bus Ramp, because there is insufficient clearance, and will instead disassemble and reassemble the swing stage below the Bus Ramp if needed. In addition, Birmingham is required to provide notice to the TJPA in advance of any use of the swing stage, either above or below the Bus Ramp, so that the TJPA may limit access to nearby portions of the Bus Ramp to ensure safety on the Bus Ramp. The License provides that Birmingham will indemnify the TJPA

for any third-party claims arising from Birmingham's use of Parcel H and maintain liability insurance naming the TJPA as an additional insured.

The Easement

Birmingham's building at 235 Second has an existing curtainwall that encroaches approximately 4 inches in the air space above Parcel H. The elements of the new façade, including the new waterproof coating, the third-floor belt cornice, and the rooftop cornice, will also encroach in the air space above Parcel H. The encroachments are short, extending only 0.42 feet, 0.75 feet, and 1.26 feet, respectively, into the air space, and therefore will not interfere with the operation of the Bus Ramp or the public's use of the Under Ramp Park. The Easement provides that Birmingham will indemnify the TJPA for any third-party claims arising from Birmingham's use of the Easement and maintain liability insurance covering the TJPA naming the TJPA as an additional insured with a limit of no less than \$5 million, escalated by the change in Consumer Price Index every five years.

Appraisal

The rent for the License and the value of the Easement were based on an appraisal recently completed for expected easements for a separate property, 555 Howard, by an MAI appraiser, Chris Carneghi. Mr. Carneghi has more than 35 years experience appraising real estate in San Francisco. He has appraised more than 25 parcels for acquisition by the TJPA for the Transbay Project and is a reputable appraiser. Mr. Carneghi has performed numerous temporary construction and permanent easement appraisals. Birmingham agreed to accept Mr. Carneghi's 555 Howard easement appraisal in order to value the rent for the License and Easement for 235 Second, which is similarly situated.

In his 555 Howard appraisal, Mr. Carneghi valued the easements at \$300 per square foot. The annual rent for the License was valued at 10% of that value (\$30) multiplied by the square footage of the License area (3,881.25 sq. ft.). The monthly rent was derived by dividing that figure by 12 (\$9,703.12 per month). The Easement area was determined based on the largest encroachment (the roof cornice, 1.26 feet) and is 195.615 sq. ft. Relying on Mr. Carneghi's \$300 per square foot appraisal, the Easement was valued at \$58,684.50.

Oscar Alley Area

Over the course of negotiating the License and Easement agreements, it emerged that a 10-foot wide portion of Parcel H adjacent to 235 Second had been designated on several property records as "Oscar Alley," and that title to that area had not been settled under the McEnerney Act, which provides a procedure for quieting title to property in San Francisco, the property records for which were destroyed in the earthquake and fire of 1906. The TJPA's counsel believes that the TJPA has title to the Oscar Alley area and plans to file a McEnerney action to establish that title. In addition, the TJPA's counsel will seek an amendment of City and County of San Francisco Ordinance 43-11 to delete the Oscar Alley area from the list of alleged public right-of-ways below and/or above certain streets to be vacated, on the grounds that the Oscar Alley area is not a public right-of-way and the City does not own title to that area. Birmingham has agreed to pay

attorneys' fees for these measures, up to \$5,000. In addition, Birmingham has released the TJPA from any third-party claims to title to the Oscar Alley area.

Caltrans' Power of Termination

Under the Cooperative Agreement between the TJPA, the City and County of San Francisco, and the California Department of Transportation ("Caltrans"), Caltrans has a power of termination for Parcel H, which it must relinquish when operation of the Bus Ramp commences.

Birmingham's installation of the new façade will occur before Caltrans relinquishes this power of termination. Although the TJPA does not expect Caltrans to exercise its power of termination, Birmingham has agreed to release TJPA from any claims arising in connection with Caltrans' exercise of its power of termination.

RECOMMENDATION:

The TJPA Executive Director and legal counsel have engaged in extensive negotiations with Birmingham to arrive at favorable terms for the Agreement of a Temporary License for Construction and Agreement for an Air Rights Easement. The Staff requests that the Board authorize the Executive Director to sign the Agreements and record the Agreement for Air Rights Easement following Birmingham's payment of all sums due at close of escrow under the Agreements.

ENCLOSURES:

1. Agreement for Temporary License for Construction
2. Agreement for Air Rights Easement
3. Resolution

**TRANSBAY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

Resolution No. _____

WHEREAS, The TJPA's Bus Ramp crosses the air space above Parcel H, a former State-owned property; and

WHEREAS, Parcel H has not been required for construction of the Transbay Program since the completion of the Bus Ramp in late 2016; and

WHEREAS, The future use of Parcel H will be for Under Ramp Park; and

WHEREAS, 235 Property Co. LLC ("Birmingham") wishes to install a new façade over the exterior surface of Birmingham's existing building on 235 Second, consisting of waterproof coating, a third-floor decorative belt cornice, and a roof cornice, adjacent to Parcel H, such that the new façade will encroach on Parcel H; and

WHEREAS, The existing building on 235 Second already has a curtainwall that encroaches approximately 4 inches on Parcel H; and

WHEREAS, Birmingham has requested that the TJPA execute a temporary license for Birmingham's use of a 25-foot portion of Parcel H adjacent to 235 Second for construction staging for installation of the new façade ("License") and convey a permanent easement for Birmingham's use of the air space above Parcel H for the new façade and existing curtainwall encroachment ("Easement"); and

WHEREAS, The License and Easement will not interfere with the TJPA's use of Parcel H for Bus Ramp operation and maintenance, or the TJPA's use of Under Ramp Park; and

WHEREAS, The rent for the License shall be \$9,703.12 per month and the fair market value of the Easement is \$58,684.50; and

WHEREAS, As a condition of the TJPA's granting the License and Easement, Birmingham will: (a) pay the TJPA a deposit (\$9,703.12) together with rent through the end of November (\$4,851.56) and for the month of December, 2017 (\$9,703.12), for a total of \$24,257.80, and thereafter, starting on January 1, 2018, monthly rent (\$9,703.12); (b) pay the TJPA \$58,684.50 to purchase the Easement; (c) pay the TJPA for the TJPA's costs for attorneys to draft and negotiate the Agreement Re Temporary License for Construction and Agreement for Air Rights Easement (together, "Agreements"); (d) implement safety measures when using the License; (e) waive inverse condemnation claims against the TJPA for the TJPA's use of the Bus Ramp and Under Ramp Park; (f) indemnify the TJPA for third-party claims arising from Birmingham's use of the License and Easement; and (g) maintain liability insurance naming the TJPA as an additional insured with a limit of no less than \$5 million, escalated by the change in Consumer Price Index every five years; and

WHEREAS, As a further condition of the TJPA's granting the License and Easement, Birmingham agrees: (1) to release the TJPA from any liability for any third-party claims related to title to the area of Parcel H known as "Oscar Alley," adjacent to 235 Second; and (2) to pay the TJPA's attorneys' fees, up to \$5,000, (a) to obtain a McEnerney Judgment to establish the TJPA's title to the Oscar Alley area and (b) to seek an amendment of City and County of San Francisco Ordinance 43-11 to delete the Oscar Alley area from the list of alleged public right-of-ways below and/or above certain streets to be vacated; and

WHEREAS, As a further condition of the TJPA's granting the License and Easement, Birmingham agrees to release the TJPA from any claims related to California Department of Transportation's ("Caltrans") exercise its power of termination provided in the Cooperative Agreement between TJPA, the City and County of San Francisco, and Caltrans; now, therefore, be it

RESOLVED, That the TJPA Board authorizes the Executive Director to execute the Agreements and take any reasonable steps necessary to implement and comply with the Agreements.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of November 9, 2017.

Secretary, Transbay Joint Powers Authority

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Transbay Joint Powers Authority
201 Mission Street, Suite 2100
San Francisco, CA 94105
Attn: Mark Zabaneh

Recording Fee \$0 (Govt Code § 27383)
Document Transfer Tax \$0 (Rev & Tax Code § 11922)

(APN 3736-007)

(space above line for Recorder's use only)

AGREEMENT FOR AIR RIGHTS EASEMENT

THIS AGREEMENT FOR AIR RIGHTS EASEMENT (“**Agreement**”) is made and entered into as of _____, 2017 by and between the TRANSBAY JOINT POWERS AUTHORITY, a joint powers authority created under California Government Code Sections 6500 et seq. (“**TJPA**”) and 235 PROPERTY CO., LLC a Delaware limited liability company (“**Developer**”). TJPA and Developer, as Property Owners (as that term is defined below), and their respective successors and assigns, are each individually referred to herein sometimes as a “**Party**” and are collectively referred to herein sometimes as the “**Parties**”.

RECITALS

This Agreement is entered into by TJPA and Developer on the basis of the following recitals:

A. TJPA is the owner of that certain real property located between Tehama, Clementina, First, and Second Streets, San Francisco, California to be included in the future Under Ramp Park (Assessor's Block 3736, Lot 7), also known as former State Parcel H, as shown on Exhibit A-1 attached hereto (collectively, “**Parcel H**”). TJPA contends it has all right, title, and interest in the 10-foot strip depicted as “Oscar Alley area” on Exhibit A-1 (“**Oscar Alley area**”) and further described in Exhibit A-2, and intends to (1) file an action to obtain a judgment under the Destroyed Land Records Relief Law, California Code of Civil Procedure sections 751.01-751.28 (“**McEnerney action**”) establishing all right, title, and interest to the Oscar Alley area in TJPA (“**McEnerney Judgment**”); and (2) seek an amendment of City and County of San Francisco Ordinance 43-11 approved on March 10, 2011 to delete the Oscar Alley area from the list of alleged public right-of-ways below and/or above certain streets to be vacated, on the grounds that the Oscar Alley area is not a public right-of-way and/or the City does not own any right, title, or interest in the Oscar Alley area.

B. Developer is the owner of that certain real property located between Tehama, Clementina, First, and Second Streets, San Francisco, California, known as Assessor's Block

3736, Lot 123, also known as 235 Second Street, as shown on Exhibit A-1 (“**235 Second**”). The northeast curtain wall of 235 Second currently encroaches approximately four inches into Parcel H. Parcel H and 235 Second are each individually referred to in this Agreement as a “**Property**” and are collectively referred to as the “**Properties**.”

C. TJPA is responsible for implementing the Transbay Transit Center Program, which includes, among other things, (i) on the site of the form Transbay Terminal, the construction of a new Transit Center building, (ii) a rail tunnel and rail systems to extend Caltrain service from Fourth and King Streets to the Transit Center and to accommodate California High Speed Rail trains in the future, (iii) a new underground Fourth and Townsend Street Caltrain Station, (iv) modifications to the existing surface station at Fourth and King Streets, (v) a temporary bus terminal, (vi) an elevated bus ramp connecting the Bay Bridge to the Transit Center (“**Bus Ramp**”), (vii) permanent bus storage facilities, and a park on Parcel H and other property owned by TJPA generally located under elevated vehicle ramps leading to and from I-80 that will be developed as a public park (“**Under Ramp Park**”).

D. Developer intends to install a new façade over the exterior surface of the Developer’s existing building on 235 Second, consisting of waterproof coating, a third floor decorative floor belt cornice, and a roof cornice (together with the existing four-inch encroachment, “**Façade**”) as shown in Exhibit C and Exhibit D attached hereto.

E. TJPA and Developer now desire to enter into this Agreement to establish a permanent easement for air rights over Parcel H to permit Developer to install and maintain the Façade. This Agreement is entered into concurrently with an Agreement re Temporary License for Construction (“**License**”) between the Parties granting Developer access to a part of Under Ramp Park (defined as “**Premises**” in Recital B of the License).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TJPA and Developer agree as follows:

1. **Definitions.**

In addition to the capitalized terms that are defined elsewhere in this Agreement, as used in this Agreement the following terms shall have the following meanings:

A. “**Easement Area**” shall mean the three dimensional air space occupied by the Easement conveyed in this Agreement.

B. “**Owner**” or “**Property Owner**” shall mean the fee title owner or owners from time to time of a Property. “**Owners**” or “**Property Owners**” shall mean the fee title owners of Parcel H and 235 Second.

C. “**Permittees**” shall mean all Persons from time to time entitled to the use or occupancy of all or any portion of the Easement Area established under this Agreement by the Parties.

D. “Person” or “Persons” shall mean and include individuals, partnerships, limited liability companies, firms, associations, joint ventures, corporations or any other form of business entity.

E. “Regulatory Approvals” shall mean all necessary discretionary authorizations, approvals, entitlements, conditions, requirements, plan amendments (and related review of a proposed project in compliance with the California Environmental Quality Act [California Public Resources Code 21000 et seq.]) of an governmental agency with jurisdiction over the use or development of the Façade.

2. Air Rights Easement.

As of the Effective Date, TJPA, as Owner of Parcel H, grants to Developer, as Owner of 235 Second, an appurtenant, permanent, exclusive, easement in, to, over and across the air space above Parcel H for the encroachment of the Façade, which encroachment shall be limited to the area actually occupied by the Façade, in substantial conformance with the area shown on Exhibit A-1 and shall not extend more than 1.26 feet northeasterly from the southwestern boundary of Parcel H (“**Easement**”).

3. Payment

A. Purchase Price

The purchase price for the Easement shall be \$58,684.50 (“**Purchase Price**”).

B. Attorneys’ and Consultants’ Fees

Developer shall pay TJPA’s (i) attorneys’ fees to obtain the McEnerney Judgment and an amendment to Ordinance 43-11, up to \$5,000, and (ii) outstanding Attorneys’ and Consultants’ Fees in connection with the drafting, negotiation, and grant of the Easement and License, in the total sum of \$_____ (“**Attorneys’ and Consultants’ Fees**”).

C. Closing

At closing of the sale of the Easement to Developer (“**Closing**”), Developer shall pay the Purchase Price and any outstanding Attorneys’ and Consultants’ Fees to, or as directed by, TJPA, in cash or an amount credited by wire transfer of immediately available funds to a national bank in San Francisco, California specified by TJPA for credit to the escrow account of Chicago Title Insurance Company, 455 Market Street, Suite 2100, San Francisco, California 94105-2420 (“**Title Company**” and “**Escrow Agent**”).

4. “As Is;” Release.

A. Developer acknowledges and agrees that the Easement is to be sold and conveyed to and accepted by Developer in an “As Is” condition with all faults.

B. Developer acknowledges that the Easement conveyed under this Agreement shall be subject to all exceptions listed in Schedule B of the Preliminary Title Report for Parcel H issued by Chicago Title Insurance Company on November 5, 2015 at 7:30 AM, Title No. FWPN-TO15001420-JM (“PTR”) attached as Exhibit B, and all matters that would otherwise be revealed by an inspection of Parcel H or an ALTA survey on the Closing Date. Escrow Officer’s willingness to issue a policy of title insurance to Developer listing only those exceptions in Schedule B of the PTR (“**Title Policy**”) shall be a Developer Condition of Closing as set forth in Section 7.B.

C. Developer acknowledges that it is aware of, has reviewed, and understands the Cooperative Agreement between TJPA, the City and County of San Francisco, and the California Department of Transportation (“Caltrans”), executed on July 11, 2003 (“Cooperative Agreement”). Developer further acknowledges that it is aware that Caltrans has not yet released its power of termination for Parcel H provided in the Cooperative Agreement. Developer hereby waives, releases, remises, acquits and forever discharges TJPA, of and from, any and all rights, claims, losses, injuries, costs, damages, causes of action, demands, damages, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Developer now has or which Developer may have in the future on account of or in any way arising out of or in connection with Caltrans’ exercise its power of termination provided in the Cooperative Agreement.

D. With the sole exceptions of TJPA’s representations and warranties in Section 13.A of this Agreement, TJPA does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to any matters related to Parcel H. In particular, and without limitation, TJPA makes no representations or warranties with respect to the following matters related to the Easement: the legal use, condition (whether physical, legal, zoning, environmental, or other), encumbrances, occupation, or management of the Easement; value of the Easement and any effect on value as a result of any impact fee, special tax, or assessment that may be imposed; status of, need for, or ability to secure entitlements to use the Easement; the compliance of the Easement with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdivision, planning, building, fire, safety, health or environmental matters; suitability of the Easement for Developer’s intended use; or concerning contamination with Hazardous Material (as defined in Section 29) (collectively, “**Condition of Parcel H**”).

E. Developer acknowledges that it is entering into this Agreement on the basis of Developer’s own investigation of the Condition of Parcel H, including the subsurface conditions. Developer assumes the risk that adverse physical, legal, title, zoning, environmental or other conditions may not have been revealed by its investigation.

F. TJPA has no obligation to make any repairs or improvements to, or prepare Parcel H for any purpose whatsoever prior to conveyance of the Easement to Developer. TJPA has no obligation to obtain a Certificate of Compliance or other evidence of Subdivision Map Act compliance, or zoning or other code change pertaining to Parcel H.

G. After Closing, Developer, at its sole cost and expense, shall comply with all provisions of Environmental Laws (as defined in Section 29) and shall perform all investigations,

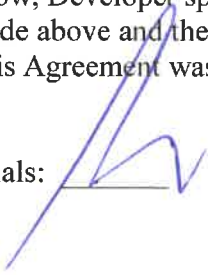
removal, remedial actions, cleanup and abatement, corrective action or other remediation that may be required pursuant to any Environmental Laws on account of or in any way arising out of or in connection with this Agreement and Developer's and Developer's Permittees' use of the Easement, and TJPA and its board members, member agencies, officers, directors, agents, employees, consultants, contractors, representatives, or any other person acting on behalf of TJPA, and their respective heirs, legal representatives, successors and assigns, and each of them (each, "TJPA Party" and collectively, "TJPA Parties") shall have no responsibility or liability under the Environmental Laws with respect to Developer's and Developer's Permittees' use of the Easement, except where such liability results from the gross negligence or intentional misconduct of TJPA Parties.

H. Developer, for itself, its successors and assigns, hereby waives, releases, remises, acquits and forever discharges TJPA Parties, of and from, any and all rights, claims, losses, injuries, costs, damages, causes of action, demands, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Developer now has or which Developer may have in the future (a) on account of or in any way arising out of or in connection with this Agreement, Developer's and Developer's Permittees' use of the Easement, and the Condition of Parcel H, excluding claims in equity, but not excluding claims for damages, for TJPA's breach of or default under this Agreement, (b) to the extent relating to the Easement only, for inverse condemnation related to noise, vibration, soil movement, building movement, flooding, drainage, fumes, heat, exhaust, or lighting from TJPA's use of Parcel H for any purpose, including, but not limited to, construction of the Bus Ramp, or the design, construction, installation, operation, use, inspection, maintenance, replacement, repair, alteration, reconstruction, or security for any improvements of and for Under Ramp Park, and (c) for claims by third parties (or any right to seek indemnity or contribution for such third party claims) that arise from a personal injury or any damage occurring from an exposure of the third party to Hazardous Material, or an event involving a third party occurring on Parcel H or emanating from Parcel H, each to the extent caused by Developer prior to or after the Effective Date. Specifically, if TJPA, despite good faith efforts, is unable to obtain the McEnerney Judgment due to an adverse claim of a right, title, or interest in the Oscar Alley area, Developer, for itself, its successors and assigns, releases TJPA Parties of and from any and all claims, demands, losses (including, but not limited to, diminution in value), liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs, and fees of consultants and experts, laboratory costs, and related costs of TJPA Parties) (collectively, "Losses") arising from any claim by any third party to any right, title, or interest in the Oscar Alley area; and, if TJPA, despite good faith efforts, is unable to obtain an amendment of City and County of San Francisco Ordinance 43-11 approved on March 10, 2011 to delete the Oscar Alley area from the list of alleged public right-of-ways below and/or above certain streets to be vacated, on the grounds that the Oscar Alley area is not a public right-of-way and/or the City does not own any right, title, or interest in the Oscar Alley area, Developer, for itself, its successors and assigns, releases the TJPA Parties from all Losses arising from any claim by any third party of any right, title, or interest in the Oscar Alley area.

This waiver and release is a general release. Developer is aware of California Civil Code Section 1542, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

To give full force and effect to the above general release, Developer hereby expressly, knowingly, and voluntarily waives all the rights and benefits of Section 1542 and any other similar law of any jurisdiction. By placing its initials below, Developer specifically acknowledges and confirms the validity of the release made above and the fact that Developer was represented by counsel who explained, at the time this Agreement was made, the consequences of the above releases.

INITIALS: Developer's Initials: 

5. Indemnity.

Developer shall indemnify, protect, defend, and hold harmless TJPA, and its board members, member agencies, officers, directors, agents, employees, consultants, contractors and representatives, and their respective heirs, legal representatives, successors and assigns, and each of them (each, “**TJPA Indemnitee**” and collectively, “**TJPA Indemnitees**”) from and against any and all Losses arising out of the death of any person or any accident, injury, loss, or damage whatsoever to any person or to the property of any person, to the extent occurring on account of or to the extent arising out of or in connection with this Agreement, or Developer’s or Developer’s Permittees’ use of the Easement, including the Easement Areas; provided, however, that Developer shall have no obligation to indemnify TJPA Indemnitees for Losses arising solely from the gross negligence or willful misconduct of TJPA Indemnitees. Where the gross negligence or willful misconduct of TJPA Indemnitees is a cause of, but is not the sole cause of, Losses, Developer shall indemnify TJPA Indemnitees according to Developer’s share of fault.

6. Insurance.

Developer shall at its sole cost name TJPA, its member agencies (the City and County of San Francisco (“**City**”), AC Transit, and Caltrain (“**Member Agencies**”), and the State of California (“**State**”) as additional insureds/loss payees under a policy of Commercial General Liability Insurance covering Developer’s use of the Easement (“**Developer Policy**”). The Developer Policy shall:

A. be effective beginning on the Effective Date and shall be renewed annually (prior to expiration). Not less than five (5) days following the Effective Date, Developer shall deliver to TJPA a certificate or certificates of insurance in a form reasonably satisfactory to TJPA, evidencing the coverage required hereunder, and shall deliver such proof of insurance ten (10) days before every anniversary of the Effective Date;

B. have a limit of at least Five Million Dollars (\$5,000,000) for each occurrence and aggregate occurrences per year, which may be accomplished by primary and excess layers, subject to an adjustment on each five- (5-) year anniversary of the Effective Date (“**Adjustment Date**”) by multiplying the limit for the prior five- (5-) year period by the percentage change in

the Consumer Price Index Urban Wage Earners and Clerical Workers (base years 1982-1984 = 100) for San Francisco-Oakland-San Jose area published by the United States Department of Labor, Bureau of Labor Statistics ("**Index**") published most immediately preceding the Adjustment Date compared with the Index published most immediately preceding five (5) years prior to the Adjustment Date; provided, however, that the limits of the Developer Policy shall not limit the liability of the developer;

C. be a separate policy from Developer's other insurance policies or shall have a per location endorsement consistent with the limits described in this Section 6;

D. cover all of the following claims and losses ("**Covered Claims**"): bodily injury and property damage (including claims and losses arising from criminal acts committed by any Person, including but not limited to, claims and losses based on an allegation of inadequate, or a failure of, security, subject to exclusions then customarily contained in Commercial General Liability Insurance policies); independent contractors; and personal injury arising from or based on the design, materials, construction, installation, maintenance, operation of, condition of, or use of the Façade;

E. be issued by an insurance company duly authorized to do business in the State of California and with a current rating of A-:VIII or better by Best's Key Rating Guide;

F. require Developer, as the primary insured, to pay or cause others to pay any deductible or retention;

G. require a defense and indemnity of the named insured and the additional insureds, including TJPA, the Member Agencies, and the State;

H. be primary insurance with respect to TJPA, the Member Agencies, and the State for all Covered Claims, and any insurance or self-insurance of TJPA, the Member Agencies, and the State shall be excess of the Policy and shall not contribute with it;

I. insurance against the contingent liabilities, if any, of TJPA and the officers, agents, and employees of TJPA;

J. contain or be endorsed to contain a waiver of all rights of subrogation against TJPA, the Member Agencies, and the State (unless rights of subrogation would otherwise be waived by reason of TJPA, the Member Agencies and the State being named as additional insureds); and

K. be endorsed to state that the insurer shall not cancel coverage or make any other change affecting the coverage of the Developer's policy unless the insurer has given TJPA thirty (30) days' prior written notice.

Developer shall provide written notice to TJPA within five (5) business days following notice from Developer's insurer of any cancellation or modification of the terms of the Developer Policy and shall replace such Developer Policy with a Developer Policy that complies

with all of the requirements of this Section 6 within ten (10) business days after giving the notice to TJPA. Developer shall provide written notice to TJPA within three (3) business days following Developer's failure to pay all or part of the premium for the Developer Policy when due. Developer's failure to pay all or part of the premium for the Developer Policy when due shall be an immediate default under this Agreement without any requirement for notice or cure. If Developer fails to pay a premium for the Developer Policy when due, TJPA may, at its election, pay the premium and all interest and penalties, if any, and shall have all legal and equitable remedies against Developer for reimbursement of the amount paid, whether or not Developer gives written notice to TJPA of the failure to pay the premium.

If Developer fails to carry a policy of Commercial General Liability Insurance meeting the requirements of this Section 6 during any period which Developer is required to carry such insurance pursuant to this Section 6, then Developer shall perform the duties which would have been performed by the carrier had Developer carried such a policy as herein required, but only to the extent of the duties which such carrier would have had to perform.

Developer waives any and all rights of recovery against TJPA, or against the officers, employees, agents, and representatives of TJPA, for loss or damage to Developer or its property or the property of others under its control to the extent that such loss or damage is insured against under any insurance policy in force at the time of such loss of damages. Developer shall give notice to its insurance carrier or carriers that the foregoing waiver of subrogation is contained in the License.

The Developer Policy may, at Developer's option, also apply to 235 Second, so long as the Policy has a per location endorsement that satisfies all requirements of this Section 6.

The foregoing notwithstanding, if Developer's general contractor's policy of commercial general liability insurance for 235 Second names TJPA, the Member Agencies, and the State as additional insureds, meets all of the other criteria set forth in this Section 6, and Developer provides evidence to the reasonable satisfaction of TJPA that the obligations of Developer, the general contractor, and the carrier are sufficient to give timely notice to TJPA of the general contractor's failure to pay the premium for such insurance when due, or changes to or cancellation of the policy, then upon approval of TJPA (which approval shall not be unreasonably withheld, conditioned or delayed), Developer may rely on its general contractor policy to satisfy Developer's obligations under this Section 6 during the period when the general contractor policy is in effect and until the date upon which such general contractor policy becomes no longer effective with respect to 235 Second.

7. Escrow.

A. Opening of Escrow

No later than five (5) business days after TJPA Board of Directors approves this Agreement, the Parties shall open an escrow by depositing an executed counterpart of this Agreement with Escrow Agent. This Agreement, as supplemented by each party's escrow instructions to Escrow Agent, shall serve as instructions to Escrow Agent for consummation of

the purchase and sale contemplated hereby. TJPA and Developer agree to execute such additional or supplementary instructions as may be appropriate to enable Escrow Agent to comply with the terms of this Agreement and close the transaction; provided, however, that in the event of any conflict between the provisions of this Agreement and any additional supplementary instructions, the terms of this Agreement shall control.

B. Developer Closing Conditions

The following are conditions precedent to Developer's obligation to purchase the Easement at Closing (collectively, "**Developer Closing Conditions**");

- i. TJPA Board shall have authorized TJPA Executive Director to execute this Agreement;
- ii. Escrow Agent shall be prepared to record this Agreement at Closing;
- iii. Title Company shall be prepared to issue the Title Policy to Developer at Closing; and
- iv. all of TJPA's representations and warranties in Section 13.A shall have been true and correct in all material respects when made and shall be true and correct in all material respects as of Closing.

The Developer Closing Conditions are solely for the benefit of Developer.

If, on or before the Closing Date, any of the Developer Closing Conditions is not satisfied (for any reason other than Developer's fault, Developer shall have the right in its sole discretion either to waive in writing the Developer Closing Condition in question and proceed with the sale or, in the alternative, terminate this Agreement. If, by the Closing Date, Developer shall not have waived in writing any of the Developer Closing Conditions and the failure of the Developer Closing Condition is due to some affirmative act or negligent omission of TJPA, then Developer shall have the right to terminate this Agreement by written notice to TJPA, and TJPA and Developer will have no further rights or obligations hereunder, except as otherwise provided herein.

Without limiting the other obligations of TJPA regarding Closing as expressly provided in this Agreement, TJPA and Developer shall cooperate in good faith to do all acts as may be reasonably required by each of them to cause the fulfillment of any Developer Closing Conditions, but without assuming any new liability not contemplated by this Agreement.

C. TJPA's Closing Conditions

The following are conditions precedent to TJPA's obligation to sell the Easement at Closing (collectively, "**TJPA Closing Conditions**," and together with the Developer Closing Conditions, "**Closing Conditions**");

- i. Developer shall have delivered to the Escrow Agent the Purchase Price, the outstanding Attorneys' and Consultants' Fees, the Closing Costs (as defined in Section 8), and any other funds as are necessary to close escrow consistent with the terms of this Agreement;
- ii. Escrow Agent shall be prepared to record this Agreement at Closing;
- iii. all of Developer's representations and warranties in Section 13.B shall have been true and correct in all material respects when made and shall be true and correct in all material respects as of the Closing Date.

TJPA Closing Conditions are solely for the benefit of TJPA;

If, on or before the Closing Date, any of TJPA Closing Conditions is not satisfied (for any reason other than TJPA fault, TJPA shall have the right in its sole discretion either to waive in writing TJPA Closing Condition in question and proceed with the sale or, in the alternative, terminate this Agreement. If, on or before the Closing Date, TJPA shall not have waived in writing any of TJPA Closing Conditions, then TJPA shall have the right to terminate this Agreement by written notice to Developer as set forth above, and TJPA and Developer will have no further rights or obligations hereunder, except as otherwise provided herein.

Without limiting the other obligations of Developer regarding Closing as expressly provided in this Agreement, Developer and TJPA shall cooperate in good faith to do all acts as may be reasonably required by each of them to cause the fulfillment of any of TJPA Closing Conditions, but without assuming any new liability not contemplated by this Agreement.

D. Closing Date

The date on which TJPA and Developer close on the sale of the Easement shall be the "**Closing Date.**" TJPA and Developer are obligated to close on the sale of the Easement under the terms and conditions of this Agreement on or before the earlier of (1) the thirtieth (30th) day after TJPA Board approves this Agreement, and (2) December 31, 2017 ("**Outside Closing Date**"), unless the Parties, each in its sole and absolute discretion, have agreed in writing to an extension of the Closing Date and/or Outside Closing Date. The Parties may mutually agree to an earlier Closing Date. The Closing Date shall be the Effective Date (as defined in Section 19).

Not later than the business day immediately preceding the Closing Date, the Parties shall each deposit into Escrow all documents and items such party is obligated to deposit into Escrow in accordance with this Agreement.

8. Closing Costs.

Developer shall bear all cost and responsibility for all title, escrow, and closing fees and costs, including, but not limited to, the cost of any transfer or other taxes, surveys, appraisals, environmental review, title policy premiums and endorsements, and escrow, document, and recording fees (collectively "**Closing Costs**").

9. Coordination of Work.

Without limiting any of the provisions of Section 2 above, Developer and TJPA shall use reasonable efforts to coordinate with each other in connection with the construction and maintenance of the Façade, the Bus Ramp, and Under Ramp Park, such that the work on all improvements is completed in a timely manner and in accordance with the development timelines established by the Party responsible for the work. Developer shall design, construct, install, operate, use, inspect, maintain, replace, repair, alter, reconstruct, and obtain Regulatory Approvals for the Façade at its sole cost and in a manner which will not interfere with the safe construction or operation of the Bus Ramp or Under Ramp Park.

10. Conditions of the Easement.

Developer shall, at its sole cost maintain the Façade constructed in the Easement Area in good order and repair consistent with first-class office buildings in San Francisco.

11. Defaults and Remedies.

In the event of any breach or default of any Party of any term or provision of this Agreement which is not cured by the defaulting Party (i) within thirty (30) days after receipt of written notice thereof from the non-defaulting Party, or (ii) within three (3) business days after such notice in the event of an immediate and serious danger to person or property (or, in all cases, within such additional period of time as is reasonably necessary in light of the nature of the breach or default and the acts which are necessary to cure such breach or default, provided that the defaulting Party commences the cure within the required cure period and thereafter diligently prosecutes such cure to completion), if TJPA is the non-defaulting Party, TJPA shall have any and all rights and remedies available at law or in equity, including without limitation, the right to demand and have specific performance and the right to actual damages (subject to proof); and if Developer is the non-defaulting Party, Developer shall have any and all rights available in equity. Except as otherwise provided herein and subject to the limitations herein, the rights and remedies of the Parties under this Agreement shall be cumulative. The foregoing notwithstanding, neither Party shall be liable to the other Party for consequential or incidental damages.

12. Limitation of Liability.

No individual director, officer, agent or employee of Developer or any of its members or Affiliates will be personally liable to TJPA in an event of default by Developer or for any amount that may become due to TJPA or on any obligations under the terms of this Agreement. No individual director, officer, official, agent or employee of TJPA or its member agencies, including the City, will be personally liable to Developer in an event of default by TJPA or for any amount that may become due to Developer or on any obligations under the terms of this Agreement.

13. Representations and Warranties.

A. Representations and Warranties of TJPA

TJPA represents and warrants to Developer, to the best of TJPA's actual knowledge, as of the Effective Date and as of Closing as follows:

i. Authority. TJPA is the legal and equitable owner of Parcel H, with full requisite power and authority to execute and deliver this Agreement and carry out and perform all of the terms and covenants of this Agreement. Persons signing this Agreement for TJPA have all requisite power and legal authority to do so.

ii. Valid Execution. The execution and delivery of this Agreement by TJPA has been duly and validly authorized by all necessary action. This Agreement is a legal, valid, and binding obligation of TJPA. All documents executed by TJPA and delivered to Developer at Closing are, or at Closing will be, duly authorized, executed and delivered by TJPA and will be legal, valid, and binding obligations of TJPA.

B. Representations and Warranties of Developer

Developer represents and warrants to TJPA, to the best of Developer's actual knowledge, as of the Effective Date and as of Closing as follows:

i. Authority. Developer has all requisite power and authority to execute and deliver this Agreement and carry out and perform all of the terms and covenants of this Agreement. Persons signing this Agreement for the Developer have all requisite power and legal authority to do so.

ii. Valid Existence: Good Standing. Developer is duly organized and validly existing under the laws of the state under which it was formed, and has made all filings and is in good standing in the jurisdiction of the State of California to the extent required by applicable law.

iii. No Limitation on Ability to Perform. There is no operating agreement, organization document, or any other agreement or law that in any way prohibits, limits, or otherwise affects the right or power of Developer to enter into and perform all of the terms and covenants of this Agreement. Neither Developer nor any member of Developer is a party to or bound by any contract, agreement, indenture, trust agreement, note, obligation or other instrument that could prohibit, limit, or otherwise affect the same. No consent, authorization or approval of, or other action by, and no notice to or filing with, any governmental authority, regulatory body or any other person or entity is required for the due execution, delivery and performance by Developer of this Agreement or any of the terms and covenants contained in this Agreement. There are no pending or threatened suits or proceedings or undischarged judgments affecting Developer or any member of Developer before any court, governmental agency, or arbitrator which might materially adversely affect the enforceability of this Agreement, the ability of Developer to perform the transactions contemplated by this Agreement, or the business, operations, assets or condition of Developer or any member of Developer.

iv. Valid Execution. The execution and delivery of this Agreement by Developer has been duly and validly authorized by all necessary action. This Agreement is a legal, valid, and binding obligation of Developer. All documents executed by Developer and

delivered to TJPA at Closing are, or at Closing will be, duly authorized, executed and delivered by Developer and will be legal, valid, and binding obligations of Developer.

v. Defaults. The execution, delivery, and performance of this Agreement (i) do not and will not violate or result in a violation of, contravene or conflict with, or constitute a default under (A) any agreement, document or instrument to which Developer or any member of Developer is a party or by which Developer or a member of Developer may be bound or affected, (B) to Developer's knowledge, any law, statute, ordinance, regulation, or (C) the articles of organization or the operating agreement of Developer, and (ii) do not and will not result in the creation or imposition of any lien or other encumbrance upon the assets of Developer or any member of Developer.

vi. Meeting Financial Obligations: Material Adverse Change. Developer and any member of Developer are meeting their respective current liabilities as they mature; no federal or state tax liens have been filed against any of them; and Developer is not in default or claimed default under any agreement for borrowed money. Developer shall, within three (3) business days, notify TJPA of any material adverse change in the financial condition of Developer or any member of Developer that would prevent performance of Developer's obligations under this Agreement.

vii. Conflicts of Interest. Developer is familiar with and does not know of any facts that constitute a violation of Sections 87100 *et seq.* of the California Government Code, which provides that no member, official or employee of TJPA, may have any personal interest, direct or indirect, in this Agreement nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects her or his personal interest or the interests of any corporation, partnership, or association in which she or he is interested directly or indirectly.

viii. Skill and Capacity. Developer has the skill, resources, and financial capacity to use the Easement consistent with this Agreement. Developer shall employ or contract with such persons as may be necessary or appropriate to enable Developer to perform its obligations under this Agreement in a timely manner.

ix. Not Prohibited from Doing Business. Neither Developer nor any member of Developer have been debarred or otherwise prohibited from doing business with any local, state or federal governmental agency to the extent such debarment or prohibition would prevent Developer from performing its obligations under this Agreement in a timely manner.

x. Business Licenses. Developer has obtained all licenses required to conduct its business in San Francisco and is not in default of any fees or taxes due to the City.

xi. No Claims. As of the Effective Date, Developer does not have any claim against TJPA, the Member Agencies, or the State.

C. Continued Accuracy

If at any time prior to Closing any event or circumstance occurs that would render inaccurate or misleading in any material respect any of the foregoing representations or warranties, the party making the representation shall immediately notify the other party thereof.

14. Assignment; Effect of Transfer.

Anything else in this Agreement to the contrary notwithstanding, a Party may freely transfer direct or indirect interests in the Properties or any portion thereof, without the necessity of any consent by the other Party. In the event a Party transfers or otherwise conveys its entire interest in a Property, the Party shall, as to the other Party, thereupon be released and discharged from any and all obligations in connection with such Property arising under this Agreement with respect to the period after the date of such transfer or conveyance, but shall remain liable for all obligations arising under this Agreement with respect to the period prior to such transfer or conveyance; and the transferee of such Property (including, without limitation, any transferee who acquires its interest by foreclosure, trustee's sale or otherwise, regardless of the terms of any promissory note, mortgage, or deed of trust agreement between the Party and any lender or trustee of a lender) shall assume all rights and obligations with respect to such Property under this Agreement with respect to the period of ownership by such transferee, including any ongoing breach that continues following the date of transfer, subject to the limitations of liability and other provisions of this Agreement.

15. Force Majeure.

If any Person is delayed or hindered in or prevented from the performance of any act required hereunder because of any event of Force Majeure, performance of such act shall be excused for the period of the Force Majeure event, and the period for the performance of such act shall be extended for an equivalent period.

16. Running with the Land.

It is the intent of the Parties that each and all of the easement, rights, obligations, covenants, conditions and restrictions set forth in this Agreement touch and concern and shall affect, relate to, and run with the land that comprises 235 Second and every portion thereof, and shall apply to and bind the respective successor Owners of 235 Second and every portion thereof, for the benefit of 235 Second and every portion thereof. The Easement is imposed on Parcel H as an equitable servitude in favor of 235 Second and constitutes a covenant running with the land pursuant to California Civil Code Section 1468 and other applicable law. The rights of Developer and the obligations of TJPA under this Agreement are an equitable servitude burdening Parcel H in favor of 235 Second and constitute a covenant running with the land pursuant to applicable law.

17. Notices.

A. Addresses for Notices. A notice or communication under this Agreement by either Party to the other shall be sufficiently given or delivered if personally delivered or

dispatched by registered or certified mail, postage prepaid, return receipt requested or reputable overnight courier service and addressed as follows:

To TJPA. In the case of a notice or communication to TJPA:

Transbay Joint Powers Authority
201 Mission Street, Suite 2100
San Francisco, CA 94105
Attn: Executive Director Mark Zabaneh
Telephone: (415) 597-4620

With a copy to:

Shute, Mihaly & Weinberger LLP
396 Hayes Street
San Francisco, CA 94102
Attn: Andrew W. Schwartz
Telephone: (415) 552-7272

To Developer. And in the case of a notice or communication sent to Developer:

Birmingham Development, LLC
50 Osgood Place, Ste. 340
San Francisco CA 94133
Attn: Rob Birmingham
Telephone: (415) 552-2025

With a copy to:

Reuben, Junius & Rose, LLP
One Bush Street, Suite 600
San Francisco, CA 94104
Attn: Kevin H. Rose

B. Contents of Notice. Every notice given to a Party hereto, under the terms of this Agreement, must state (or must be accompanied by a cover letter that states) substantially the following:

(i) the Section of this Agreement under which the notice is given and the action or response required, if any;

(ii) if applicable, the period of time within which the recipient of the notice must respond thereto;

C. Change of Address. Any mailing address may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days before the effective date of the change.

D. Effective Date of Notices. All notices under this Agreement shall be deemed given, received, made, or communicated on the date the notice is actually delivered to the office of the person to whom it is addressed or, if mailed or sent by overnight courier, on the delivery date or attempted delivery date shown on the return receipt. The effective time of a notice shall not be affected by the receipt, before receipt of the original, of a copy of the notice.

18. Estoppel Certificates.

Each Party, within ten (10) business days after written request of any other Party, shall issue to such other Party an estoppel certificate stating: (i) whether the Party to whom the request has been directed knows of any default under this Agreement, and if there are known defaults, specifying the nature thereof; (ii) whether, to the knowledge of the Party to whom the request has been directed, this Agreement has been modified or amended in any way, and if it has been so modified or amended, stating the nature of such modification or amendment; and (iii) whether to the knowledge of the Party to whom the request has been directed, this Agreement is in full force and effect as of the date of the estoppel certificate.

19. Effective Date.

The Easement under this Agreement shall become effective and binding upon the Parties, each of the Properties, and the Owners of all or any portion of each of the Properties and their respective successors, assigns and successors-in-interest to all or any portion of each of the Properties upon the execution and acknowledgement of this Agreement by both Parties and the recordation of this Agreement in the Official Records of the City and County of San Francisco at the Closing under Section 7.D (“**Effective Date**”). This Agreement shall be recorded at the Closing.

20. Severability.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction or under any circumstance shall as to such jurisdiction or circumstance be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction or under any other circumstances.

21. Non-Waiver.

Any waiver under this Agreement must be in writing and signed by the waiving party. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

22. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. TJPA and Developer agree that all actions or proceedings arising directly or indirectly under this Agreement shall be litigated in courts located within the County of San Francisco, State of California, and Developer and TJPA agree that any service of process in such action or proceeding may be made by personal service upon the other wherever the other may

then be located, or by certified or registered mail directed to the Party at the address set forth in this Agreement.

23. Attorneys' Fees.

If either Party fails to perform any of its respective obligations under this Agreement or if any dispute arises between the Parties 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 reasonable costs and expenses incurred by the other Party on account of such default or in enforcing or establishing its rights under this Agreement, including court costs and reasonable attorneys' fees and costs. Any such attorneys' fees and costs incurred by either Party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees and costs obligation is not to be merged into any such judgment. For purposes of this Agreement, the reasonable fees of attorneys for TJPA 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 TJPA's attorneys' services were rendered who practice in the City of San Francisco, notwithstanding TJPA's use of its own attorneys or the City Attorney.

24. No Third Party Beneficiaries or Duties.

This Agreement is for the exclusive benefit of the Parties and not for the benefit of any other Person (including any member of the public) and shall not be deemed to have conferred any rights, express or implied, upon any other Person. Nothing in this Agreement shall be deemed or constructed to create any duty or liability to any third party or to describe any standard of care owed to any third party.

25. Amendments.

This Agreement may be amended, extended, supplemented, changed, or revoked only by the written agreement of all Parties hereto, which amendment, extension, supplement change, or revocation shall be effective and binding upon the whole of the Properties upon the recordation of same in the Official Records of the City and County of San Francisco.

26. Entire Agreement.

This Agreement (including the Exhibits) contain the entire agreement between the Parties with respect to the subject matter of this Agreement and may not be contradicted by evidence of any prior or contemporaneous oral or written agreements or understandings. Any prior correspondence, memoranda, agreements, warranties or representations relating to such subject matter are superseded in total by this Agreement. No prior drafts of this Agreement or changes from those drafts to the executed version of this Agreement, shall be introduced as evidence in any litigation or other dispute resolution proceeding by either Party or any other person and no court or other body shall consider those drafts in interpreting this Agreement.

27. Interpretation of Agreement.

A. Exhibits. Whenever an “**Exhibit**” is referenced, it means an attachment to this Agreement unless otherwise specifically identified. All such Exhibits are incorporated herein by reference. In the event of any conflict or inconsistency between the exhibits and any of the provisions of this Agreement, the provisions of this Agreement shall prevail.

B. Captions. Whenever a section, article or paragraph is referenced, it refers to this Agreement unless otherwise specifically identified. The captions preceding the articles and sections of this Agreement have been inserted for convenience of reference only. Such captions shall not define or limit the scope or intent of any provision of this Agreement.

C. Words of Inclusion. The use of the term “including,” “such as” or words of similar import when following any general term, statement or matter shall not be construed to limit such term, statement or matter to the specific items or matters, whether or not language of non-limitation is used. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter.

D. References. Wherever reference is made to any provision, term or matter “in this Agreement,” “herein” or “hereof” or words of similar import, the reference shall be deemed to refer to any and all provisions of this Agreement reasonably related thereto in the context of such reference, unless such reference refers solely to a specific numbered or lettered Section or paragraph of this Agreement or any specific subdivision thereof.

E. Recitals. In the event of any conflict or inconsistency between the recitals and any of the remaining provisions of this Agreement, the remaining provisions of this Agreement shall prevail.

F. No Presumption against Drafter. This Agreement has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each Party has been represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purposes of the parties and this Agreement.

28. Relationship of the Parties.

The subject of this Agreement is a private development with neither Party acting as the agent of the other Party in any respect. None of the provisions in this Agreement shall be deemed to render TJPA a partner in Developer’s business, or joint venturer or member in any joint enterprise with Developer.

29. Compliance with Laws.

Developer and its respective agents and representatives shall conduct all activities within the Easement Areas in a safe, prudent, and professional manner in accordance with commercial reasonable construction and maintenance practices. Developer its respective agents and

representatives shall, with respect to any work within the Easement Areas, promptly comply with (a) all laws, statutes, ordinances, codes, rules, regulations, requirements, or orders or municipal, state, and federal authorities now in force or that may later be in force, including, but not limited to, Environmental Laws (as defined below) and those relating to the generation, use, storage, handling, treatment, transportation, or disposal of Hazardous Materials (as defined below); (b) the condition of any permit, occupancy certificate, license, or other approval issued by public officers; and (c) with any liens, encumbrances, easement, covenants, conditions, restrictions, and servitudes (if any) of record, or of which Developer has notice.

“Environmental Laws” means all federal, state, and local laws, regulations, and ordinances governing hazardous waste, wastewater discharges, drinking water, air emissions, Hazardous Material Environmental Release or reporting requirements, Hazardous Material use or storage, and employee or community right-to-know requirements related to the work being performed under this Agreement.

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

30. Conflicts of Interest.

Through its execution of this Agreement, Developer acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of the City’s Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said provision, and agrees that if Developer becomes aware of any such fact during the term of this Agreement, Developer shall promptly notify TJPA.

31. Notification of Limitations on Contributions.

Through its execution of this Agreement, Developer acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City or TJPA for the selling or leasing of any land or building to or from the City or TJPA, whenever such transaction would require approval by a board on which a City elective officer or member of TJPA Board sits, from making any campaign contribution to the City elective officer or a member of TJPA Board at any time from the

commencement of negotiations for such contract until either (i) the termination of negotiations for such contract, or (ii) three (3) months has elapsed from the date the contract is approved by the City or TJPA. San Francisco Ethics Commission Regulation 1.126-1 provides that negotiations are commenced when a prospective contractor first communicates with a City elective officer or a member of TJPA Board about the possibility of obtaining a specific contract. This communication may occur in person, by telephone or in writing, and may be initiated by the prospective contractor or a City elective officer or a TJPA Board member. Negotiations are completed when a contract is finalized and signed by the City or TJPA (or both) and the contractor. Negotiations are terminated when City or TJPA or the prospective contractor end the negotiation process before a final decision is made to award the contract.

32. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but any number of which, taken together, shall constitute one and the same instrument.

[signatures next page]

IN WITNESS WHEREOF, this Agreement has been executed by Developer and TJPA as of the day and year first above written.

By: 

DEVELOPER:

Name: Robert Binningham
Its: President

TJPA:

Dated: _____

By: _____

Name: Mark Zabaneh

Its: Executive Director

APPROVED AS TO FORM:

By: 
Counsel for TJPA

Chicago Title Insurance Company agrees to act as Escrow Agent in accordance with the terms of this Agreement and to act as the “reporting person” for the transaction pursuant to Section 6045(e) of the Federal Tax Code and the regulations promulgated thereunder. Chicago Title Insurance Company’s failure to execute below shall not invalidate this Agreement between TJPA and Buyer.

ESCROW AGENT:

CHICAGO TITLE INSURANCE COMPANY

By: _____

Its: _____

Date: _____

AIR RIGHTS EASEMENT AGREEMENT

LIST OF EXHIBITS

<u>Exhibit A-1</u>	Premises Diagram and Easement Area
<u>Exhibit A-2</u>	Legal Description of Oscar Alley Area
<u>Exhibit B</u>	Preliminary Title Report for Parcel H
<u>Exhibit C</u>	Diagram of Façade
<u>Exhibit D</u>	Diagram of Façade and Bus Ramp Section

ACKNOWLEDGMENT

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

State of _____)

County of _____)

On _____, 2017, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

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

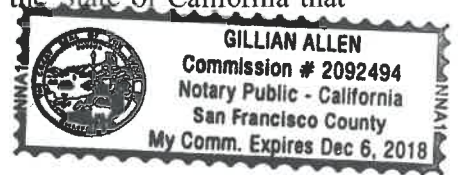
State of California)

County of San Francisco)

On November 3, 2017, before me, Gillian Allen, Notary Public personally appeared Robert Patrick Birmingham, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



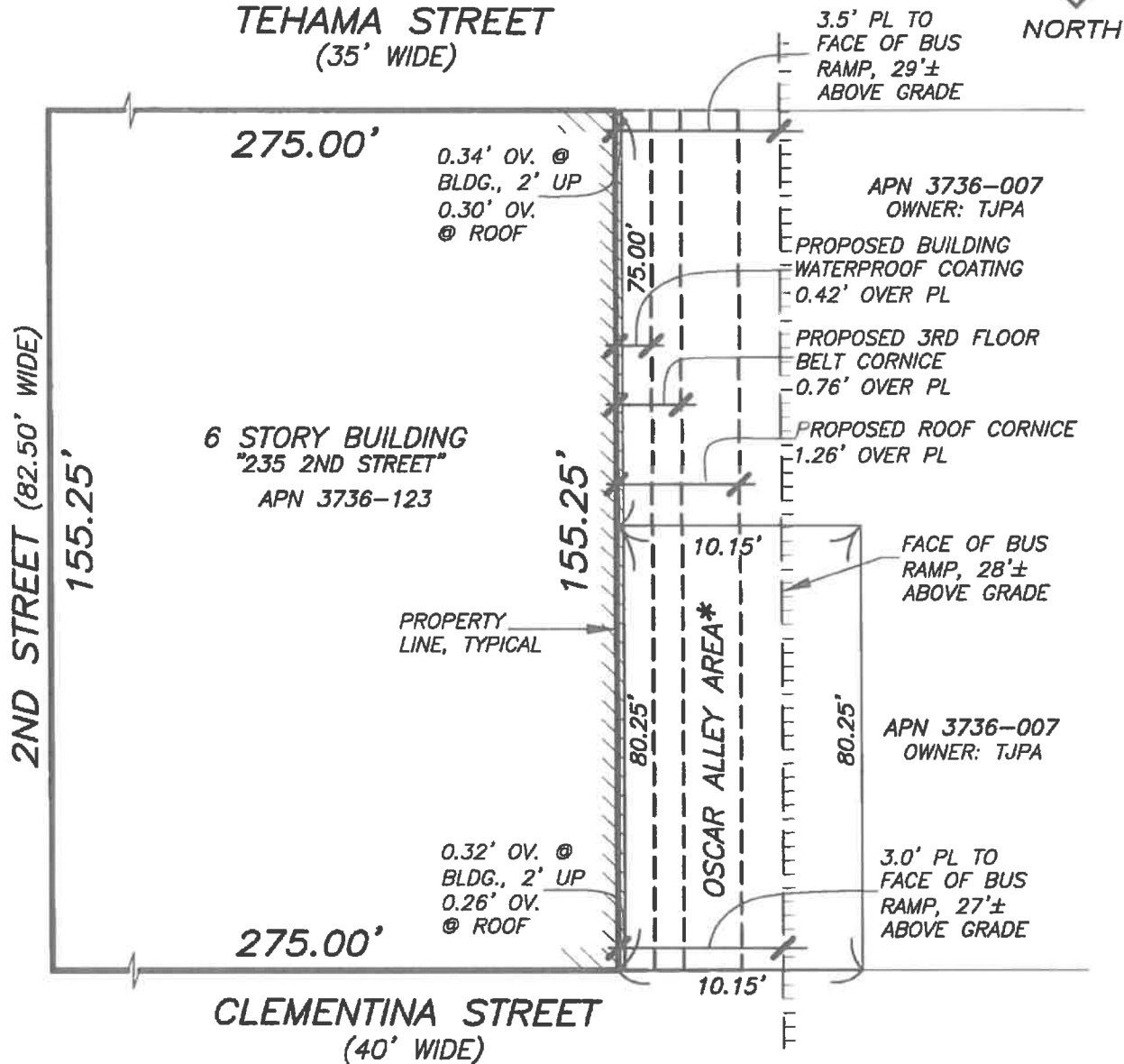
Signature  (Seal)

EXHIBIT A-1

PREMISES DIAGRAM AND EASEMENT AREA

[see attached]

EXHIBIT A-1



LEGEND

APN	ASSESSOR'S PARCEL NUMBER
OV.	OVER PROPERTY LINE
BLDG.	BUILDING
PL	PROPERTY LINE
////	EXISTING BUILDING LINE
	EXISTING BUS RAMP

GENERAL NOTES

1. DETAILS NEAR PROPERTY LINES ARE NOT TO SCALE.
2. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
3. ALL PROPERTY LINE ANGLES ARE 90 DEGREES UNLESS NOTED OTHERWISE.
4. ALL HORIZONTAL DIMENSIONS ARE SHOWN FROM PROPERTY LINE.

*TJPA CONTENDS THAT IT HAS TITLE TO THE AREA SHOWN AS "OSCAR ALLEY AREA" AND INTENDS TO FILE A McENERNEY ACTION TO ESTABLISH ITS TITLE.

ASSESSOR'S BLOCK 3736
SAN FRANCISCO, CA.

BY JP CHKD. BR DATE 10-30-17 SCALE NONE SHEET 1 OF 1 JOB NO. S-9482

MARTIN M. RON ASSOCIATES, INC.
LAND SURVEYORS

859 HARRISON STREET
SAN FRANCISCO, CA. 94107
(415) 543-4500
S-9482 PLAT.dwg

EXHIBIT A-2

LEGAL DESCRIPTION OF OSCAR ALLEY AREA

[see attached]

EXHIBIT A-2

LEGAL DESCRIPTION
"OSCAR ALLEY AREA"

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

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF CLEMENTINA STREET
(40.00 FEET WIDE), DISTANT THEREON 275.00 FEET NORTHEASTERLY FROM THE
NORTHEASTERLY LINE OF 2ND STREET (82.50 FEET WIDE); THENCE NORTHEASTERLY
ALONG SAID LINE OF CLEMENTINA STREET 10.15 FEET TO THE SOUTHWESTERLY LINE
OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED FROM C.E. DORAN &
WIFE TO THE STATE OF CALIFORNIA RECORDED MARCH 28, 1938 IN BOOK 3274,
PAGE 131, OFFICIAL RECORDS; THENCE AT A RIGHT ANGLE NORTHWESTERLY 80.25
FEET TO A POINT THAT IS PERPENDICULARLY DISTANT 75.00 FEET SOUTHEASTERLY
FROM THE SOUTHEASTERLY LINE OF TEHAMA STREET (35.00 FEET WIDE), SAID
POINT BEING ON THE SOUTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND
DESCRIBED IN THE DEED FROM C. DRISCOLL, AS GUARDIAN TO THE STATE OF
CALIFORNIA RECORDED JUNE 15, 1937 IN BOOK 3153, PAGE 195, OFFICIAL
RECORDS; THENCE AT A RIGHT ANGLE SOUTHWESTERLY, PARALLEL WITH SAID LINE
OF TEHAMA STREET, 10.15 FEET TO A POINT THAT IS PERPENDICULARLY DISTANT
275.00 FEET NORTHEASTERLY FROM SAID NORTHEASTERLY LINE OF 2ND STREET;
THENCE AT A RIGHT ANGLE SOUTHEASTERLY 80.25 FEET TO THE POINT OF
BEGINNING.

BEING A PORTION OF 100 VARA LOTS 47 AND 56 IN BLOCK 348.



EXHIBIT B

PRELIMINARY TITLE REPORT FOR PARCEL H

[see attached]



PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Chicago Title Insurance Company, a Nebraska corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Chicago Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent



Visit Us on our Website: www.ctic.com



ISSUING OFFICE: 2150 John Glenn Drive, Suite 400, Concord, CA 94520

FOR SETTLEMENT INQUIRIES, CONTACT:

Chicago Title Company
455 Market Street, Suite 2100 • San Francisco, CA 94105
(415)788-0871 • FAX (415)896-9427

**Another Prompt Delivery From Chicago Title Company Title Department
Where Local Experience And Expertise Make A Difference**

PRELIMINARY REPORT

Amendment - A

Title Officer: Jeff Martin
Title No.: FWPN-TO15001420-JM

Escrow Officer: Terina Kung
E-Mail: Terina.Kung@ctt.com
Escrow No.: 160351164

TO: Chicago Title Company
455 Market Street, Suite 2100
San Francisco, CA 94105
Attn: Terina Kung

PROPERTY ADDRESS(ES): Lot 007, Block 3736 on Clementina Street, San Francisco, CA

EFFECTIVE DATE: November 5, 2015 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Transbay Joint Powers Authority, a joint powers agency created under California Government Code Section 6500 et seq

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): Lot 007, Block 3736

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

All those parcels of land conveyed to the State of California by instruments recorded as follows:

State Parcel No.	Recording Date	Volume	Page
363	March 4, 1937	3081	414
364	July 25, 1936	2976	446
365	March 28, 1938	3274	131
366	June 15, 1937	3153	195
367	May 20, 1937	3114	333

Together with a portion of each of the parcels of land conveyed to the State of California by instruments recorded as follows:

State Parcel No.	Recording Date	Volume	Page
54	April 30, 1935	2785	82
55	April 21, 1934	2628	395
57	July 27, 1935	2820	101
58	January 22, 1935	2741	206
59	November 21, 1933	2565	416
60	December 22, 1934	2729	267
60A	December 22, 1934	2729	261
362	March 31, 1937	3102	340

all of Official Records of the City and County of San Francisco and lying northwesterly and westerly of the following described line:

Beginning at the intersection of the southwesterly line of First Street (82.50 feet wide) and a line parallel with and distant 105.51 feet northwesterly, measured at right angles, from the southeasterly line of Clementina Street (40.00 feet wide); thence along said parallel line South 45° 07' 55" West, 221.99 feet; thence from a tangent that bears South 45° 08' 51" West, along a curve to the left with a radius of 296.75 feet, through an angle of 90° 00' 16", an arc distance of 466.16 feet; thence South 44° 51' 25" East, 395.53 feet; thence southeasterly along a tangent curve to the left with a radius of 1086.13 feet, through an angle of 10° 40' 12", an arc distance of 202.27 feet to the northwesterly line of Harrison Street (82.50 feet wide) and being the terminus of the described line.

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 1016
Tax Identification No.: Block 3736, Lot 007
Fiscal Year: 2015-2016
1st Installment: \$2,098.94 Open
2nd Installment: \$2,098.94 Open
Land: \$0.00
Improvements: \$0.00
Personal Property: \$0.00
Bill No.: 126639

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

CFD No: 90 1
For: School Facility Repair and Maintenance

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

Further information may be obtained by contacting:

Chief Financial Officer
San Francisco Unified School District
135 Van Ness Ave. - Room 300
San Francisco, CA 94102
Phone (415) 241-6542

EXCEPTIONS
(continued)

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

CFD No: 2014-1
For: Transbay Transit Center

Disclosed by:

Map, "Proposed Boundaries of City and County of San Francisco Community Facilities District No. 2014-1 (Transbay Transit Center)"

Recording Date: July 29, 2014
Recording No.: Book 1 of Maps of Assessment and Community Facilities Districts, Page 5

And,

Notice of Special Tax Lien, City and County of San Francisco, Community Facilities District No. 2014-1 (Transbay Transit Center)

Recording Date: January 22, 2015, as Instrument No. 2015-K010238-00 of Official Records

This property, along with all other parcels in the CFD, is liable for an annual special tax. This special tax is included with and payable with the general property taxes of the City of San Francisco, County of San Francisco.

The tax may not be prepaid.

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

CFD No: GTR RINCON HILL CBD
For: Greater Rincon Hill Community Benefit District

Disclosed by:

Map, "Proposed Boundaries Greater Rincon Hill Community Benefit District"

Recording Date: June 16, 2015
Recording No.: Book 1 of Maps of Assessment and Community Facilities Districts, Pages 79-81, inclusive

The tax may not be prepaid.

5. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
6. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

EXCEPTIONS
(continued)

7. The fact that said land is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the redevelopment plan) as disclosed by a document.

Redevelopment

Agency: Transbay Project Area
Recorded: August 4, 2006, Instrument No. 2006-I224836, of Official Records

"Declaration of Restrictions" thereunder, recorded August 4, 2006, Instrument No. 2006-I224839, Official Records.

"Statement of Eminent Domain Limitations" thereunder, recorded December 31, 2007, Instrument No. 2007-I512986, Official Records.

8. Matters as shown on that certain Map/Plat

Entitled: Record of Survey No. 6428
Recording Date: May 31, 2012
Recording No.: EE of Survey Maps, Pages 19-27, inclusive

Reference is hereby made to said document for full particulars.

9. Absence of a Valid Decree under the McEnerney Act, so-called, as to various small portions of the premises by reason of surplus in Block as disclosed by record and State Highway Survey.

10. Covenants and Conditions as contained in the unrecorded instrument entitled "Agreement" by and between Birmingham Development, LLC and California Department of Transportation, dated June 14, 2001, which among other things provides for : layer of waterproofing to encroach onto the property; remove all flashing attached from the building's eastern wall to the Transbay Terminal Bus Ramp and an encroachment of brick facade onto the property.

Reference is hereby made to said document for full particulars.

11. The ownership of said Land does not include rights of access to or from the street, highway, or freeway abutting said Land, such rights having been relinquished by the document,

Recording Date: August 9, 2010
Recording No.: 2010-J017204-00, of Official Records
Affects: Those areas adjacent to State freeway.

EXCEPTIONS
(continued)

12. Matters contained in that certain document

Entitled: Director's Deed
Dated: August 5, 2010
Executed by: The State of California-Department of Transportation and between Transbay Joint Powers Authority, a joint powers agency created under California Government Code 6500
Recording Date: August 9, 2010
Recording No.: 2010-J017204, of Official Records
Which document, among other things, contains or provides for: Conditional termination of fee simple estate and reversion to State property under the Power of Termination provision as defined in California Civil Code 885.10.

Reference is hereby made to said document for full particulars.

13. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,

Job No.: 2007-001
Dated: May 3, 2010
Prepared by: Bureau of Street Use and Mapping Department of Public Works

A. Encroachments of the improvements situated on said land into or onto Clementina Street:
i. Concrete columns, 1.3'-5.1' over

B. Encroachments of guard posts and a chain link fence into or onto Assessor's Parcel No. 3736-074 by 0.1'-2.6' over

C. Encroachment of a concrete wall situated on Assessor's Parcel No. 3736-075 into or onto said land, by 0.1' over

D. Encroachment of the water proofing of the building lying to southwest (3736-123) onto the premises corbels of bus ramps.

E. Boundary as resolved shows a gap of 0.25' between the subject property and properties adjacent to the Northwest

F. Boundary as resolved shows various gaps and overlaps within the interior of the premises

G. Encroachment of the wall by 0.3' over situated on Assessor's Parcel No. 3736-076 into or onto said land.

H. Unknown pullbox lies on State Parcel 365.

I. Unknown Utility lies on State Parcel 367.

14. Matters as shown on that certain map/plat entitled, PARCEL MAP 3812

Recording Date: August 2, 2013
Recording No.: Book 48 of Parcel Maps, Pages 149-150, inclusive

Reference is hereby made to said document for full particulars.

EXCEPTIONS
(continued)

15. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

16. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

17. Any claims for mechanics' or materialman's liens that may be recorded by reason of a recent work of improvement under construction and/or completed at the date hereof.

18. Furnish for recordation a valid Notice of Completion.

19. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(ies): Transbay Joint Powers Authority, a joint powers agency created under California Government Code Section 6500 et seq

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

20. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

21. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

END OF EXCEPTIONS

NOTES

- Note 1.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- Note 2.** Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.
- Note 3.** Effective December 17, 2010, as mandated through local ordinance, the transfer tax rates are as follows:

More than \$100 but Less than or Equal to \$250,000 at \$2.50 for each \$500 (\$5.00 per thousand)
More than \$250,000 but Less than \$1,000,000 at \$3.40 for each \$500 (\$6.80 per thousand)
\$1,000,000 or More but Less than \$5,000,000 at \$3.75 for each \$500 (\$7.50 per thousand)
\$5,000,000 or More but Less than \$10,000,000 at \$10.00 for each \$500 (\$20.00 per thousand)
\$10,000,000.00 or More at \$12.50 for each \$500 or portion thereof (\$25.00 per thousand)
- NOTE: These rates are for documents recorded on or after December 17, 2010, regardless of when the instrument was executed.
- Note 4.** If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 5.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.
- Note 6.** Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

END OF NOTES

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Effective: May 1, 2015**

Order No.: FWPN-TO15001420-

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

How Information is Collected

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website

and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the **Third Party Opt Out** section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the **Third Party Opt Out** section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of certain online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

Use of Personal Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for

any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information From Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices With Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

FNF Compliance with California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer for fulfilling a service to that mortgage loan servicer. For example, you may access CCN to complete a transaction with your mortgage loan servicer. During this transaction, the information which we may collect on behalf of the mortgage loan servicer is as follows:

- First and Last Name
- Property Address
- User Name
- Password
- Loan Number
- Social Security Number - masked upon entry
- Email Address
- Three Security Questions and Answers
- IP Address

The information you submit is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application.

All sections of the FNF Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Personal Information and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

No Representations or Warranties

By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial, Inc. including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

Your Consent To This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
privacy@fnf.com

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EFFECTIVE AS OF: MAY 1, 2015

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**ATTACHMENT ONE
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)**

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

**ATTACHMENT ONE
(CONTINUED)**

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

**ATTACHMENT ONE
(CONTINUED)**

**AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- land use
- improvements on the land
- land division
- environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at policy date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- a notice of exercising the right appears in the public records on the Policy Date
- the taking happened prior to the Policy Date and is binding on you if you bought the land without knowledge of the taking

3. Title Risks:

- that are created, allowed, or agreed to by you
- that are known to you, but not to us, on the Policy Date-unless they appeared in the public records
- that result in no loss to you
- that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- to any land outside the area specifically described and referred to in Item 3 of Schedule A

or

- in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

ATTACHMENT ONE (CONTINUED)

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC – Chicago Title Company
CLTC – Commonwealth Land Title Company
FNTC – Fidelity National Title Company
FNTCCA – Fidelity National Title Company of California
TICOR – Ticor Title Company of California
LTC – Lawyer's Title Company

Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company

Available Discounts

CREDIT FOR PRELIMINARY TITLE REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC, FNTIC)

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within twelve (12) to thirty-six (36) months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be thirty-two percent (32%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

lots 1,2,3A,4&116 into lot 121 for 2002 roll
 lots 60 to 62 & 64 to 67 into lot 123 for 2002 roll
 lots 35 & 37 into lot 122 for 2005 roll
 lots 17 into lots 156 to 158 for 2005 roll
 lot 122 to lots 159 to 176 for 2006 roll
 lot 119 into lots 124 to 155 for 2008 roll
 lot 157 into lots 177 to 182 for 2008 roll

LOTS MERGED

Lots 1, 2, 3A, 4 & 116 merged into Lot 121
 Lots 60, 62, 64, 65, 66, 67 merged into Lot 123
 Lots 35 & 37 merged into Lot 122
 Lots 17 merged into Lots 156, 157 & 158
 Lot 122 merged into Lots 159 to 176
 Lot 119 merged into Lots 124 to 155
 Lot 157 merged into Lots 177 to 182

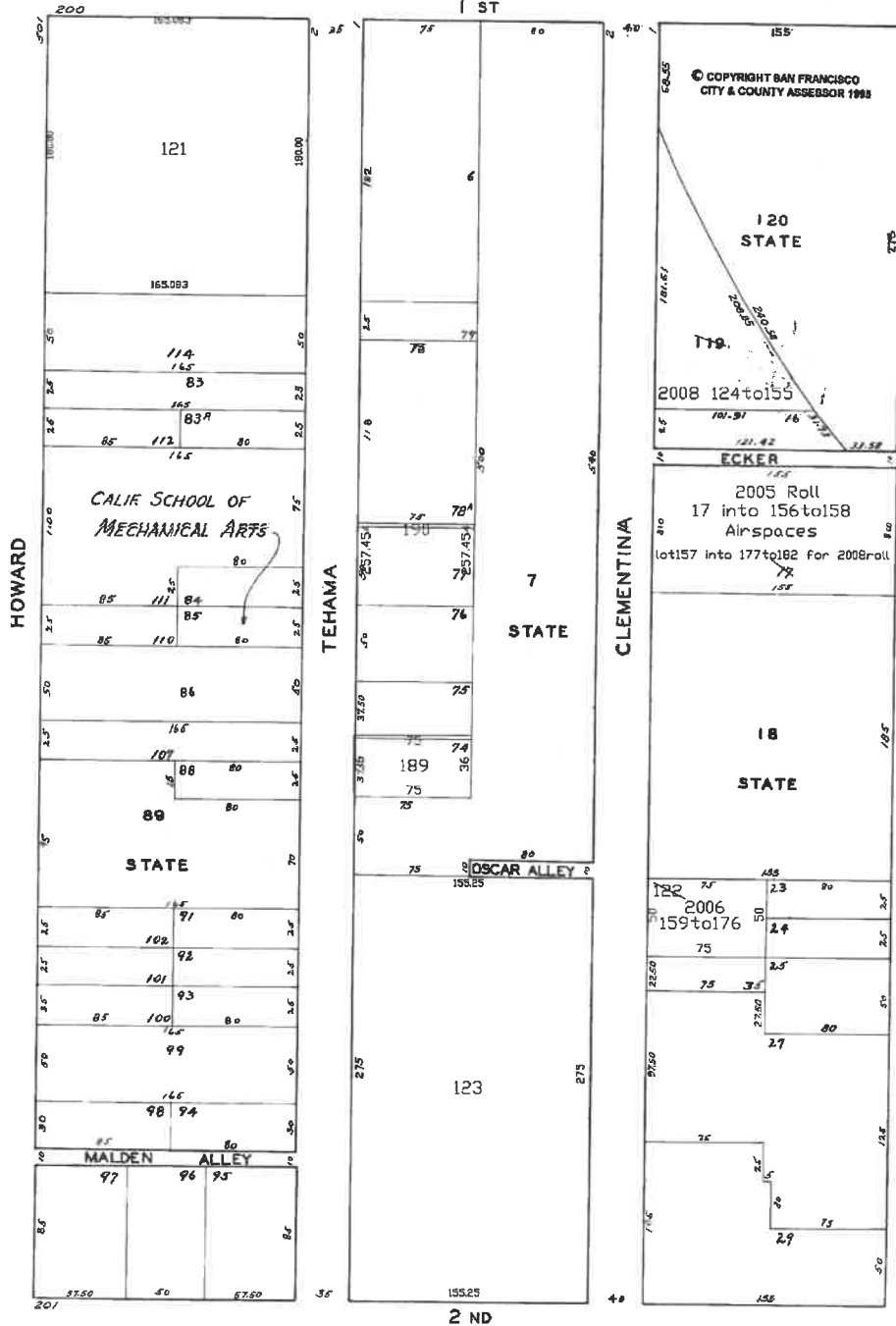
Lot 87 merged into lot 107
 Lot 88 merged into lot 108
 Lot 89 merged into lot 109
 Lot 90 merged into lot 110
 Lot 91 merged into lot 111
 Lot 92 merged into lot 112
 Lot 93 merged into lot 113
 Lot 94 merged into lot 114
 Lot 95 merged into lot 115
 Lot 96 merged into lot 116
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 Lot 99 merged into lot 119
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 Lot 174 merged into lot 194
 Lot 175 merged into lot 195
 Lot 176 merged into lot 196
 Lot 177 merged into lot 197
 Lot 178 merged into lot 198
 Lot 179 merged into lot 199
 Lot 180 merged into lot 200

Lots 180 to 182 merged into Lot 179
 Lots 183 to 185 merged into Lot 180
 Lots 186 to 188 merged into Lot 181
 Lots 189 to 191 merged into Lot 182
 Lots 192 to 194 merged into Lot 183
 Lots 195 to 197 merged into Lot 184
 Lots 198 to 200 merged into Lot 185

3736

100 VARA BLK.348

REVISED 159
 Revised 2002
 Revised 2005
 Revised 2007
 Revised 2008
 Revised 2014



69 CLEMENTINA ST. A CONDOMINIUM

LOT	UNIT	% COMM. AREA
159	201	6.6
160	202	4.5
161	203	2.9
162	301	7.2
163	302	4.2
164	303	3.2
165	401	7.2
166	402	4.2
167	403	3.2
168	501	7.0
169	502	4.2
170	503	3.2
171	601	6.9
172	602	7.9
173	801	8.0
174	802	8.1
175	803	5.9
176	804	5.6

19 CLEMENTINA ST. A CONDOMINIUM

LOT	UNIT	% COMM. AREA
124	101	1.52
125	102	2.42
126	103	2.31
127	104	2.25
128	105	2.30
129	106	2.11
130	107	2.59
131	108	1.84
132	201	3.04
133	202	3.93
134	203	3.73
135	204	3.43
136	205	3.35
137	206	2.99
138	207	3.74
139	208	2.67
140	301	3.74
141	302	3.99
142	303	3.79
143	304	3.50
144	305	3.41
145	306	3.05
146	307	3.74
147	308	2.67
148	401	3.74
149	402	3.99
150	403	3.79
151	404	3.50
152	405	3.41
153	406	3.05
154	407	3.74
155	408	2.67

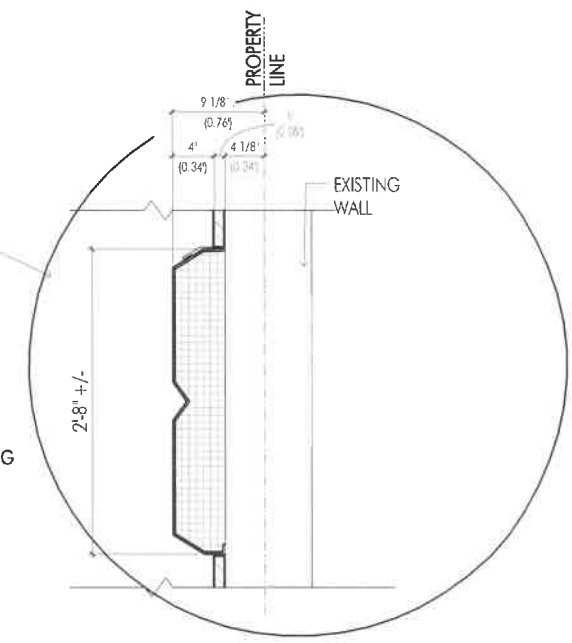
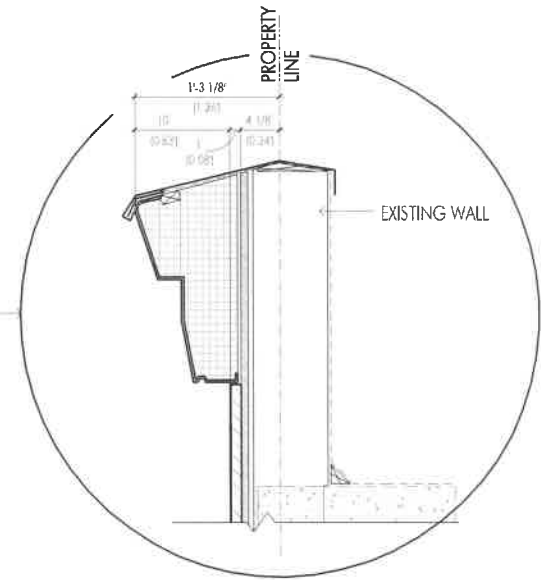
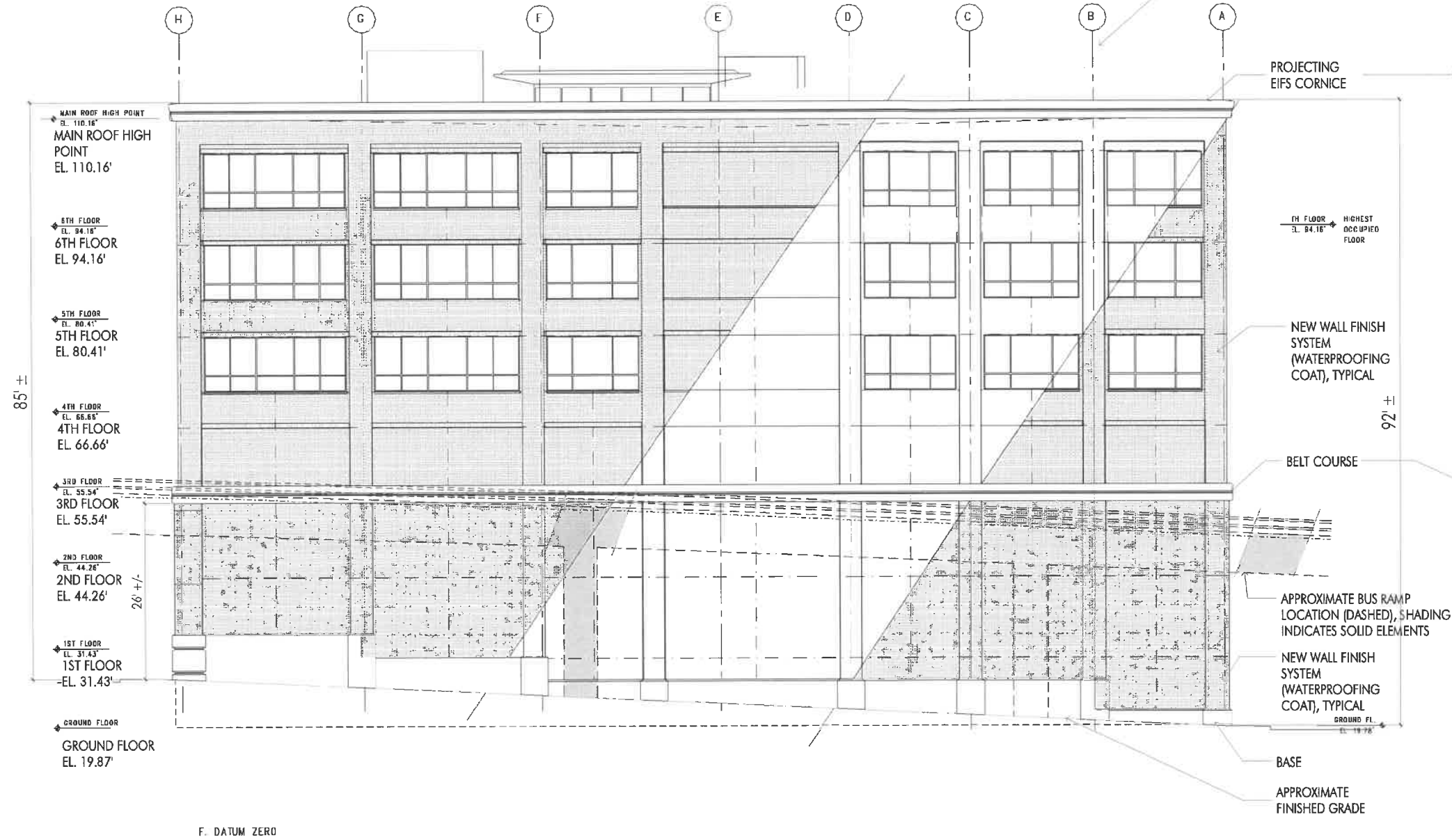
This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

EXHIBIT C

DIAGRAM OF FAÇADE

[see attached]

Exhibit C Diagram of Facade



NOTE:
PROPERTY LINE INFORMATION IS BASED ON
DIAGRAM ENTITLED "ENCROACHMENT AGREEMENT -
ASSESSOR'S BLOCK 3736" BY: MARTIN RON ASSOC.,
INC. LAND SURVEYORS, DATED: 10-11-17, SHEET 1
OF 1, S-9482

1 EAST ELEVATION

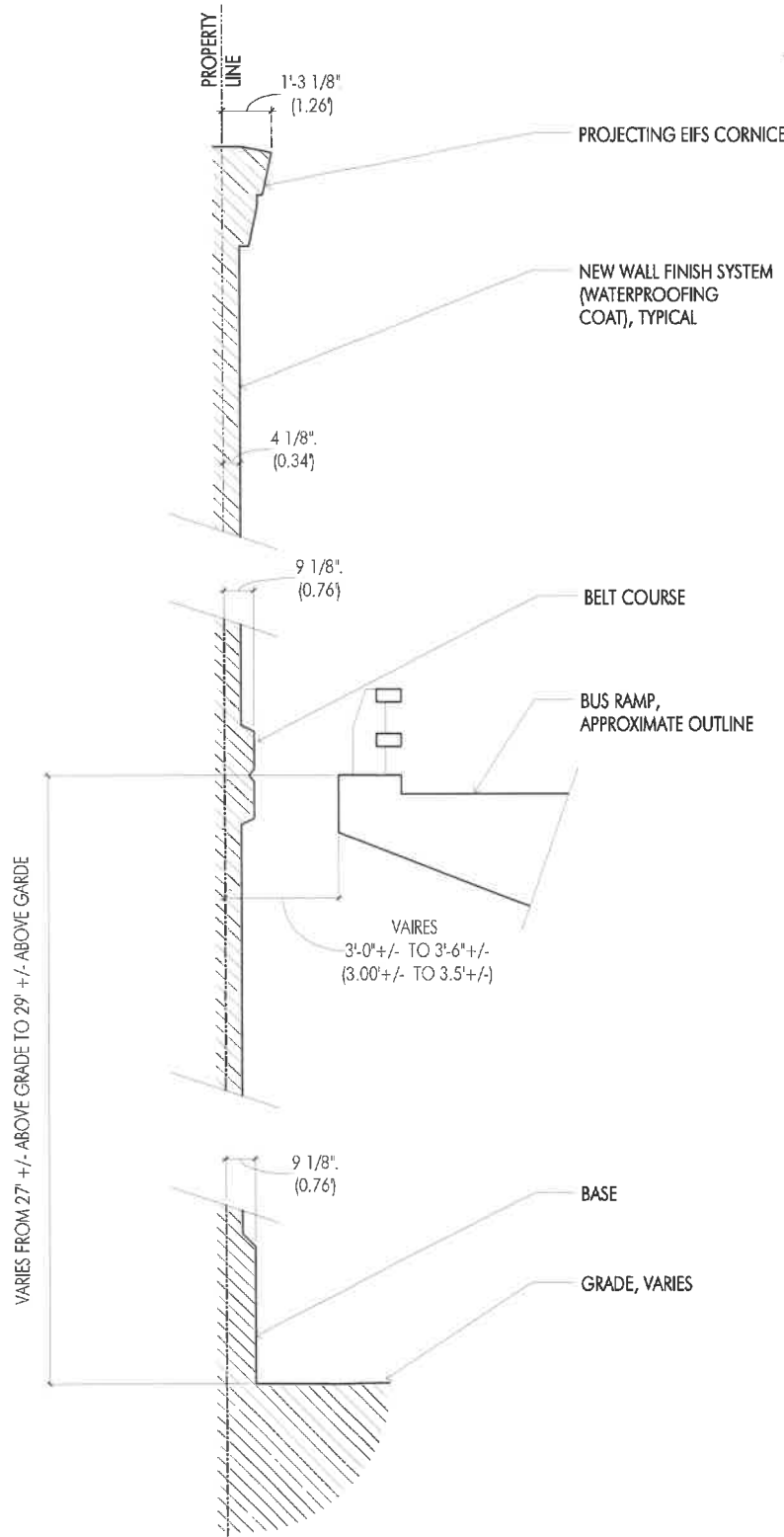


EXHIBIT D

DIAGRAM OF FAÇADE AND BUS RAMP SECTION

[see attached]

Exhibit D Diagram of Facade & Bus Ramp Section



NOTE:
PROPERTY LINE INFORMATION IS BASED ON
DIAGRAM ENTITLED "ENCROACHMENT AGREEMENT -
ASSESSOR'S BLOCK 3736" BY: MARTIN RON ASSOC.
, INC. LAND SURVEYORS, DATED: 10-11-17, SHEET 1
OF 1, S-9482

Transbay Joint Powers Authority

AGREEMENT RE TEMPORARY LICENSE FOR CONSTRUCTION

This AGREEMENT RE TEMPORARY LICENSE FOR CONSTRUCTION (“License”) is made and entered into on _____, 2017, by and between the TRANSBAY JOINT POWERS AUTHORITY, a joint powers authority created under California Government Code Sections 6500 et seq. (“TJPA”), and 235 PROPERTY CO., LLC, a Delaware limited liability company (“Developer”). TJPA and Developer are each individually referred to herein sometimes as a “Party” and are collectively referred to herein sometimes as the “Parties.” The Parties agree as follows:

RECITALS

This License is entered into by TJPA and Developer on the basis of the following recitals:

A. Developer is the owner of that certain real property located between Tehama, Clementina, First, and Second Streets, San Francisco, California, known as 235 Second Street (Assessor’s Block 3736, Lot 123), as shown on Exhibit A-1 (“235 Second”).

B. TJPA is the owner of that certain real property located between Tehama, Clementina, First, and Second Streets, San Francisco, California (Assessor’s Block 3736, Lot 7), which includes a 25-foot wide strip adjoining 235 Second (“Premises”), as depicted on Exhibit A-1. TJPA contends it has all right, title, and interest in the 10-foot strip depicted as “Oscar Alley area” on Exhibit A-1 (“Oscar Alley area”) and further described in Exhibit A-2, and intends to (1) file an action to obtain a judgment under the Destroyed Land Records Relief Law, California Code of Civil Procedure sections 751.01-751.28 (“McEnerney action”) establishing all right, title, and interest to the Oscar Alley area in TJPA (“McEnerney Judgment”); and (2) seek an amendment of City and County of San Francisco Ordinance 43-11 approved on March 10, 2011 to delete the Oscar Alley area from the list of alleged public right-of-ways below and/or above certain streets to be vacated, on the grounds that the Oscar Alley area is not a public right-of-way and/or the City does not own any right, title, or interest in the Oscar Alley area.

C. Developer desires to use, and to allow its contractors to use, the Premises temporarily for construction staging and construction in connection with installing a new façade over the exterior surface of the Developer’s existing building on 235 Second, as described in Exhibit C of the Agreement for Air Rights Easement recorded by the Parties concurrently with the issuance of this License (“Easement”), attached to this License as Exhibit E. By this License, TJPA grants to Developer a temporary license to use the Premises on the terms and conditions set forth herein.

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Licensed Premises. The Premises is as shown in Exhibit A-1.
2. Commencement Date. The term of this License shall commence on November 15, 2017.
3. Term: Termination Date. The term of this License shall be month-to-month and shall terminate on March 15, 2018, unless earlier terminated in accordance with Section 6 of this License.
4. Rent.

(a) Rent Amount and Payment. Prior to entry onto the Premises, Developer shall tender to TJPA a deposit in the amount of \$9,703.12 ("Deposit") together with the rent through the end of November (\$4,851.56) and for the month of December, 2017 (\$9,703.12) for a total of \$24,257.80. Thereafter, Developer shall pay TJPA as monthly rent, without deduction, setoff, prior notice, or demand, the sum of \$9,703.12 dollars in advance on the first day of each month, commencing on January 1, 2018, and continuing for the duration of this License.

All rent shall be paid to TJPA at the following address:

Transbay Joint Powers Authority
Attention: Mark Zabaneh
201 Mission Street, Suite 1960
San Francisco, CA 94105

(b) Holdover Rent. If Developer fails to surrender the Premises in full by the end of the Term, Developer shall be liable to TJPA for the full amount of an additional month's Rent, and thereafter shall continue to be liable for such amount for each additional month of the holdover period. Nothing in this paragraph shall be construed as granting Developer a right to holdover, or as limiting TJPA's rights and remedies in the event of a holdover, including without limitation TJPA's rights and remedies under this License, which rights and remedies shall be in addition to and cumulative with those provided in this paragraph.

(c) Deposit. If Developer is not in default upon surrender of the Premises, TJPA shall refund to Developer the Deposit within thirty (30) days after surrender. If Developer is in default at the time of surrender, TJPA may use the Deposit, or any portion of it, to cure the default or compensate TJPA for any damages sustained by TJPA resulting from Developer's default, including, without limitation, any unpaid Rent and reimbursement for any costs incurred by TJPA to restore the Premises to the condition required at surrender. TJPA's application of the deposit to cure any default of Developer

shall not constitute a waiver or release of Developer from damages or other default, other than to the extent covered by the Deposit.

5. Surrender of Premises.

(a) On or before the last day of the Term, Developer shall peaceably and quietly leave, yield up, vacate, and surrender the Premises to TJPA in substantially the same condition as the Premises was in at the commencement of the Term.

(b) In the event that Developer does not vacate the Premises on or before the last day of the Term, Developer agrees that TJPA may immediately file a Complaint in Unlawful Detainer, in the form attached hereto as Exhibit B, and TJPA shall be entitled to Judgment awarding TJPA immediate possession of the Premises, under a Stipulation for Entry of Judgment entered by TJPA and Developer, attached hereto as Exhibit C. Developer further agrees that a Writ of Possession will issue, and be executed and enforced immediately following Judgment. Developer further agrees that it waives any claims or defenses to possession of the Premises, and waives any claims or defenses in the unlawful detainer action. Developer will execute the Stipulation for Entry of Judgment at the same time Developer executes this License.

(c) Developer further agrees and acknowledges that in the event Developer does not promptly vacate the Premises on or before the last day of the Term, in addition to any other rights or remedies of TJPA relating to such unlawful holdover, Developer agrees to indemnify and protect TJPA from and reimburse TJPA for any and all Losses (as defined in Section 7(a)) arising from any delays in developing or using the property due to Developer's failure to vacate and abandon the Premises, and in addition, Developer shall indemnify, defend and hold harmless TJPA and its member agencies from any and all Losses arising from such holdover (including, but not limited to loss of use of the Premises and/or any claims asserted against TJPA by any party).

6. Termination. Developer shall have the right, in its sole and absolute discretion, to terminate this License prior to March 15, 2018 by giving TJPA at least thirty (30) days' prior written notice ("Termination Notice"). Such termination shall be effective as of the last day of the calendar month in which the thirty (30) day period expires.

7. Indemnification and Insurance.

(a) Indemnification. Developer shall defend, indemnify, and hold harmless TJPA, and its board members, member agencies, officers, directors, agents, employees, consultants, contractors and representatives, and their respective heirs, legal representatives, successors and assigns, and each of them (each, "TJPA Indemnitee" and collectively, "TJPA Indemnitees"), from any and all rights, claims, losses, injuries, costs, damages, causes of action, demands, expenses, penalties, fines or compensation whatsoever, direct or indirect (collectively, "Losses"), to the extent arising out of: (i) the

use, or occupation of the Premises by Developer and/or its employees, agents, contractors, affiliates, tenants, and invitees; (ii) the acts or omissions of Developer, and/or its employees, agents, contractors, affiliates, tenants, and invitees in the performance of this License; and (iii) anything else done or permitted to be done by Developer or its employees, agents, contractors, affiliates, tenants, or invitees in or about the Premises during the Term; except to the extent that any such Losses arise out of the active, gross negligence or willful misconduct of TJPA. Developer will be liable for any environmental issues and clean-up that are caused as a direct result of Developer's operation of its business on the Premises and shall indemnify, defend and hold harmless TJPA Indemnitees from any and all Losses, including without limitation reasonable attorneys' and expert fees and litigation costs, to the extent arising out of any such environmental issues or clean-up. For avoidance of doubt, this Section 7(a) is not intended to make Developer liable for conditions on the Premises existing prior to the Effective Date.

(b) General Liability Insurance. Developer shall obtain and keep in force during the Term (i) commercial general liability insurance, including property damage, against liability for personal injury, bodily injury, fire, death and damage to property occurring in or about the Premises in the amount of Five Million Dollars (\$5,000,000) each occurrence combined single limit for injuries to or death of one or more persons in any one occurrence, issued by an insurance company duly authorized to do business in the State of California and with a current rating of A-:VIII or better by Best's Key Rating Guide; and (ii) casualty insurance for damages or loss to property, including, but not limited to, vehicles parked or driving on the Premises, in the amount of One Million Dollars (\$1,000,000). The limits of such insurance shall not limit the liability of Developer. All policies shall be written as primary policies, not contributing with and not in excess of coverage which TJPA may carry. Said policies shall name TJPA, its member agencies (the City and County of San Francisco, AC Transit, Caltrain), and the State of California as additional insureds/loss payees and shall insure against the contingent liabilities, if any, of TJPA and the officers, agents, and employees of TJPA. Said policies shall require Developer, as the primary insured, to pay or cause others to pay any deductible or retention. Developer shall obligate the insurance carriers to notify TJPA, in writing, not less than thirty (30) days prior to the cancellation of the required insurance, or any other change affecting the coverage of the policies. Developer shall furnish to TJPA a Certificate of Insurance acceptable to TJPA within not more than five (5) days following execution of this License.

(c) Worker's Compensation Insurance. Developer shall obtain and keep in effect at all times during the term of this License Worker's Compensation insurance, including employers' liability, in an amount not less than One Million Dollars (\$1,000,000) for each occurrence, covering all employees employed in or about the Premises, that provides benefits as required by the laws of the State of California.

(d) **Failure to Maintain Insurance.** Developer shall provide written notice to TJPA within five (5) business days following notice from Developer's insurer of any cancellation or modification of the terms of the insurance required by this Section 7 and shall replace such insurance with insurance that complies with all of the requirements of this Section 7 within five (5) business days after giving the notice to TJPA. Developer shall provide written notice to TJPA within three (3) business days following Developer's failure to pay all or part of the premium for the insurance required by this Section 7 when due. If Developer fails to procure or maintain the insurance required by this Section 7 in full force and effect, this License may be terminated immediately by TJPA and be of no further force or effect. In addition, if Developer fails to procure or maintain the insurance required by this Section, Developer shall cease and desist from using the Premises and the improvements erected thereon and shall prevent Developer's agents, representatives, and contractors, and members of the public, from gaining access to the Premises during any period in which such insurance policies are not in full force and effect.

(e) **Waiver of Damages.** Developer waives any and all rights of recovery against TJPA, or against the officers, employees, agents, and representatives of TJPA, for loss or damage to Developer or its property or the property of others under its control to the extent that such loss or damage is insured against under any insurance policy in force at the time of such loss of damages. Developer shall give notice to its insurance carrier or carriers that the foregoing waiver of subrogation is contained in the License.

(f) **Reliance on General Contractor's Policy.** The foregoing notwithstanding, if Developer's general contractor's policy of commercial general liability insurance for 235 Second names TJPA, the Member Agencies, and the State as additional insureds, meets all of the other criteria set forth in this Section 7, and Developer provides evidence to the reasonable satisfaction of TJPA that the obligations of Developer, the general contractor, and the carrier are sufficient to give timely notice to TJPA of the general contractor's failure to pay the premium for such insurance when due, or changes to or cancellation of the policy, then upon approval of TJPA (which approval shall not be unreasonably withheld, conditioned or delayed), Developer may rely on its general contractor policy to satisfy Developer's obligations under this Section 7 during the period when the general contractor policy is in effect and until the date upon which such general contractor policy becomes no longer effective with respect to 235 Second.

8. **Assignment/Sublicense.** Developer may not assign or sublicense the Premises without TJPA's prior written consent, which TJPA may grant or withhold in its sole discretion.

9. **Late Charge.** If any rent due from Developer is not received by TJPA within five (5) days after such amount shall be due, then, without requirement for notice to Developer, Developer shall pay to TJPA a late charge equal to six percent (6%) of such

overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs TJPA will incur by reason of late payment by Developer.

10. Scope of License; Uses.

(a) During the Term, Developer and its employees, agents, contractors, and affiliates may use the Premises for construction staging and construction in connection with installing a new façade over the exterior surface of the Developer’s existing building on 235 Second, as depicted in Exhibit D, including, but not limited to: placement of a scissor lift, generator, portable toilets, and other materials on the Premises; use of an existing swing stage, as described below in Section 10(a)(i); and access to and from the Premises. Developer shall not use the Premises for any other purpose without written permission of TJPA.

(i) Developer may use a swing stage using existing davit arms on the roof of the building on 235 Second to install the new façade. Developer shall not install scaffolding on the Premises. Developer shall not physically access or otherwise come into contact with the elevated bus ramp connecting the Bay Bridge to the Transit Center building (“Bus Ramp”). Developer acknowledges that there is not sufficient clearance between the Bus Ramp and the building on 235 Second to accommodate the swing stage, and Developer shall not allow the swing stage to pass between the Bus Ramp and the building on 235 Second, or otherwise come into contact with the Bus Ramp. If needed, the Developer may disassemble the swing stage and reassemble it for use below the Bus Ramp; provided, however, that the cables and any other mechanisms associated with the swing stage shall not come into contact with the Bus Ramp.

(ii) Developer shall provide notice via email or telephone to TJPA one (1) business day in advance of any day Developer expects to begin use of the swing stage, either above or below the Bus Ramp, such that TJPA may limit access to nearby portions of the Bus Ramp to ensure safety on the Bus Ramp. Developer shall also provide notice via email or telephone to TJPA once it has discontinued use of the swing stage, such that TJPA may reopen those portions of the Bus Ramp. Notice pursuant to this section shall be provided to:

Dennis Turchon
Senior Construction Manager
Transbay Joint Powers Authority
Telephone: (415) 597-4613
Email: DTurchon@tjpa.org

If the above contact person is not available, notice pursuant to this section shall be provided to:

Skip Sowko

Senior Design & Engineering Manager
Transbay Joint Powers Authority
Telephone: (415) 597-4617
Email: SSowko@tjpa.org

(b) Developer shall be solely responsible for security and maintenance of the Premises, and shall provide its own locks for personal property and be responsible for all costs to secure its site materials on the Premises. TJPA shall not be liable for any theft of or damage to the personal property of Developer or Developer's employees, agents, representatives, and contractors, and Developer waives any such claims against TJPA.

(c) Developer shall not use the Premises or permit anything to be done on or about the Premises which will in any way conflict with any law, statute, zoning restriction, ordinance, or governmental rule or regulation or requirements of now in force or which may hereafter be in force, relating to or affecting the condition, use, or occupancy of the Premises. Developer shall not allow the Premises to be used for any unlawful purpose, nor shall Developer cause, maintain, or permit any nuisance in, on, or about the Premises. Developer shall not commit or suffer to be committed any waste in or upon the Premises.

(d) Other than the improvements shown in Exhibit E constructed under the Easement, no permanent improvements of any kind shall be placed in, on, or upon the Premises, and no alterations shall be made in, on, or upon the Premises (except for the placement of temporary fencing) without the prior written consent of TJPA.

(e) In no case shall Developer cause or allow the deposit or disposal of any hazardous materials on the Premises. In the event Developer breaches any of the provisions of this sub paragraph, this License may be immediately terminated by TJPA.

11. Condition of Premises.

(a) Developer accepts the Premises in the condition existing as of the commencement of the Term. The taking of possession of the Premises by Developer shall in itself constitute acknowledgement that the Premises are in good and tenable condition, and Developer agrees to accept the Premises in its presently existing condition "as is." Developer, at its own cost and expense, shall ensure that the Premises is at all times in an orderly, clean, safe, and sanitary condition to the extent relating to Developer's use of the Premises. Developer hereby expressly waives the right to make repairs at the expense of TJPA and waives the benefit of the provisions of Section 1941 and 1942 of the California Civil Code or any successor thereto.

(b) TJPA does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to any matters related to the Premises. In particular, and without limitation, TJPA makes no representations or warranties with

respect to the following matters related to the Premises: the legal use, condition (whether physical, legal, zoning, environmental, or other), encumbrances, occupation, or management of the Premises; value of the License and any effect on value as a result of any impact fee, special tax, or assessment that may be imposed; status of, need for, or ability to secure entitlements to use the License; the compliance of the License or the Premises with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdivision, planning, building, fire, safety, health or environmental matters; suitability of the Premises for Developer's intended use; the presence of hazardous materials on the Premises; or the availability (or lack thereof) of access to the Premises (collectively, "Condition of Premises").

(c) Developer acknowledges that it is entering into this License on the basis of Developer's own investigation of the Condition of Premises, including the subsurface conditions. Developer assumes the risk that adverse physical, legal, title, zoning, environmental or other conditions may not have been revealed by its investigation. Developer is solely responsible for securing any needed access rights to the Premises from adjacent property owners.

(d) Developer acknowledges that it is aware of, has reviewed, and understands the Cooperative Agreement between TJPA, the City and County of San Francisco, and the California Department of Transportation ("Caltrans"), executed on July 11, 2003 ("Cooperative Agreement"). Developer further acknowledges that it is aware that Caltrans has not yet released its power of termination for the Premises provided in the Cooperative Agreement. Developer hereby waives, releases, remises, acquits and forever discharges TJPA, of and from, any and all rights, claims, losses, injuries, costs, damages, causes of action, demands, damages, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Developer now has or which Developer may have in the future on account of or in any way arising out of or in connection with Caltrans' exercise its power of termination provided in the Cooperative Agreement.

(e) Developer, for itself, its successors and assigns, hereby waives, releases, remises, acquits and forever discharges TJPA, and its board members, member agencies, officers, directors, agents, employees, consultants, contractors, and representatives, and their respective heirs, legal representatives, successors and assigns, and each of them (each, "TJPA Party" and collectively, "TJPA Parties"), of and from, any and all rights, claims, losses, injuries, costs, damages, causes of action, demands, damages, expenses, penalties, fines or compensation whatsoever, direct or indirect (collectively, "Losses"), which Developer now has or which Developer may have in the future on account of or in any way arising out of or in connection with (i) the use by Developer (or Developer's agents, contractors, employees, or invitees) of the License, (ii) the Condition of the Premises, and (iii) claims by third parties (or any right to seek indemnity or contribution for such third party claims) that arise from personal injury, damage or hazardous material exposure occurring on the Premises during the Term (or any holdover period); except to

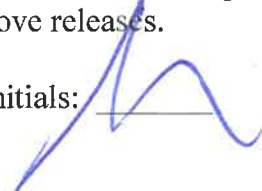
the extent that any such Losses arise out of the active gross negligence or willful misconduct of TJPA. Specifically, if TJPA, despite good faith efforts, is unable to obtain the McEnerney Judgment, Developer, for itself, its successors and assigns, releases TJPA Parties of and from any and all Losses arising from any claim by any third party to any right, title, or interest in the Oscar Alley area; and, if TJPA, despite good faith efforts, is unable to obtain an amendment of City and County of San Francisco Ordinance 43-11 approved on March 10, 2011 to delete the Oscar Alley area from the list of alleged public right-of-ways below and/or above certain streets to be vacated, on the grounds that the Oscar Alley area is not a public right-of-way and/or the City does not own any right, title, or interest in the Oscar Alley area, Developer, for itself, its successors and assigns, releases the TJPA Parties from all Losses arising from any claim by any third party of any right, title, or interest in the Oscar Alley area.

This waiver and release is a general release. Developer is aware of California Civil Code Section 1542, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

To give full force and effect to the above general release, Developer hereby expressly, knowingly, and voluntarily waives all the rights and benefits of Section 1542 and any other similar law of any jurisdiction. By placing its initials below, Developer specifically acknowledges and confirms the validity of the release made above and the fact that Developer was represented by counsel who explained, at the time this License was made, the consequences of the above releases.

INITIALS: Developer's Initials:



12. Ownership of Improvements.

(a) All improvements constructed and placed on the Premises at the Commencement Date are the property of and vested in TJPA. Developer shall not remove any of these improvements from the Premises nor waste, destroy, or modify them in any way.

(b) Any signs or other appurtenances placed on the Premises by Developer are the personal property of Developer. At the termination of this License, Developer shall have removed all personal property placed on the Premises and shall have restored the Premises to its condition existing as of the Commencement Date, at Developer's sole expense. Any personal property or improvements not removed by Developer after thirty (30) days following TJPA's sending written notice to Developer may be removed by TJPA. Developer shall be liable to TJPA for all reasonable costs incurred by TJPA in

effecting the removal of personal property and improvements, and restoring the Premises. TJPA may, in its sole discretion, declare all personal property not removed by Developer to be abandoned by Developer and this property shall, without compensation to Developer, become TJPA's property, free and clear of all claims to or against it by Developer or any other person.

13. Right of Entry. TJPA, through its agents or representatives, shall have full right and authority to enter in and upon the Premises and any building or improvements situated thereon at any and all reasonable times during the term of this License for the purpose of inspecting the same without interference or hindrance by Developer, its agents or representatives. TJPA further reserves the right of entry by any authorized officer, engineer, employee, contractor, or agent of TJPA for the purpose of performing (at Developer's expense) any maintenance activities upon the Premises which Developer has failed to perform.

14. Fencing. Before Developer begins work Developer shall, at its sole expense, install a fence along the boundary of the Premises sufficient to demarcate and secure the Premises.

15. Utilities and Services. Developer shall pay when due, and shall hold TJPA harmless from any liability for, all charges for utilities or other services, if any, supplied in connection with Developer's use of the Premises. TJPA shall not be liable in damages or otherwise for any failure or interruption of any utility or other service furnished to the Premises.

16. Default. The occurrence of any of the following shall constitute a material breach and default of this License by Developer.

(a) Any failure by Developer to pay rent or any other monetary sums required to be paid hereunder, where such failure continues for five (5) days after written notice thereof has been given by TJPA to Developer

(b) The abandonment or vacation of the Premises by Developer. Failure to occupy and operate the Premises for thirty (30) consecutive days following the mailing of written notice from TJPA to Developer calling attention to the abandonment shall be deemed an abandonment or vacation.

(c) The making by Developer of any general assignment or general arrangement for the benefit of creditors; the filing by or against Developer of a petition to have Developer adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Developer the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Developer's assets, where possession is not restored to Developer within forty-five (45) days; or the attachment, execution, or

other judicial seizure of substantially all of Developer's assets, where such seizure is not discharged within thirty (30) days.

(d) The failure by Developer to comply with any provision of any law, statute, zoning restriction, ordinance or governmental rule, regulation or requirement, or other failure to comply with the requirements of Section 10(c), where such failure continues after five (5) days written notice from TJPA to Developer.

(e) The failure by Developer to comply with the requirements set forth in Section 10(e).

(f) The construction by Developer of any improvements on the Premises contrary to the provisions of this License, where such failure continues after five (5) days written notice from TJPA to Developer.

(g) The failure by Developer to observe and perform any other provision of this License to be observed or performed by Developer where such failure continues for five (5) days after written notice thereof by TJPA to Developer, provided, however, that if the nature of such default is such that it cannot be reasonably cured within such five (5) day period, Developer shall not be deemed to be in default if Developer shall within such period commence such cure and thereafter diligently prosecute the same to completion.

(h) The failure by Developer to timely pay TJPA's attorneys' fees for negotiation and drafting of this License and the Easement under Section 20.

17. Remedies.

(a) In the event of any default or breach by Developer, TJPA may at any time thereafter, without limiting TJPA in the exercise of any right of remedy at law or in equity which TJPA may have by reason of such default or breach, terminate this License by any lawful means, in which case this License shall terminate and Developer shall surrender possession of the Premises to TJPA.

(b) TJPA shall be entitled to recover from Developer all reasonable costs and reasonable damages incurred by TJPA by reason of Developer's default. In the event any legal action is brought to enforce any provision of this License or construe or interpret any part or provision hereof, the prevailing party shall be entitled to reasonable attorney's fees and costs, including costs for expert witnesses, which shall be included as part of any judgment. Attorneys' fees shall be assessed at rates prevailing in San Francisco for the legal services required for the type of litigation in question.

(c) In no event shall TJPA be liable for monetary damages of any kind for a breach of this License by TJPA, with two exceptions:

(i) where TJPA physically interferes with Developer's use of the Premises for any use permitted in this License, in which event Developer's damages shall be limited to rent paid for the period of TJPA's interference; or

(ii) return of some or all of the Deposit as expressly provided under this License.

The remedies of TJPA provided in this section shall be in addition to, and cumulative with, any remedies available to TJPA under law or equity, or under any other provision of this License.

(d) No waiver by either party of any breach of any of the covenants to be performed shall be construed as a waiver of any other breach of any of the covenants.

18. Recording. Neither TJPA nor Developer shall record this License.

19. General Provisions.

(a) Authority to Bind. TJPA and Developer each represent and warrant to the other that the individual signing this License has the full right, power, and authority to sign on behalf of and bind its entity under this License.

(b) Amendments. This License may be amended or modified only by a written instrument executed by TJPA and Developer.

(c) Severability. If any provision of this License, or its application to any person or circumstance, is held invalid by any court, the invalidity or inapplicability of such provision shall not affect any other provision of this License or the application of such provision to any other person or circumstance, and the remaining portions of this License shall continue in full force and effect, unless enforcement of this License as so modified by and in response to such invalidation would be unreasonable or grossly inequitable under all of the circumstances or would frustrate the fundamental purposes of this License.

(d) Non-waiver. No waiver made by a party with respect to the performance, or manner or time of performance, or any obligation of another party or any condition to its own obligation under this License will be considered a waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived to the extent of such waiver, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

(e) Successors and Assigns. This License shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators, and assigns.

(f) Governing Law. This License shall be governed by, and construed and enforced in accordance with the laws of the State of California. Venue for all actions or proceedings arising directly or indirectly under this License shall be in the City and County of San Francisco, California.

(g) Entire Agreement. This License contain or will contain all the representations and the entire agreement between the parties with respect to the subject matter of this License and may not be contradicted by evidence of any prior or contemporaneous oral or written agreements or understandings. Any prior correspondence, memoranda, agreements, warranties or representations relating to such subject matter are superseded in total by this License. No prior drafts of this License or related agreements, or changes from those drafts to the executed version of this License, shall be introduced as evidence in any litigation or other dispute resolution proceeding by either party or any other person and no court or other body shall consider those drafts in interpreting this License.

(h) Time Is of the Essence. Time is of the essence with respect to each provision of this License.

(i) Counterparts; Facsimile Signature. This document may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. This License may be executed by facsimile or similar signature.

(j) Notices. A notice or communication under this License by any party to the others shall be sufficiently given or delivered if personally delivered or if dispatched by registered or certified mail, postage prepaid, return receipt requested or reputable overnight courier service and addressed as follows:

In the case of a notice or communication to TJPA:

Transbay Joint Powers Authority
201 Mission Street, Suite 2100
San Francisco, CA 94105
Attn: Executive Director Mark Zabaneh
Telephone: (415) 597-4620

With a copy to:

Shute, Mihaly & Weinberger LLP

396 Hayes Street
San Francisco, CA 94102
Attn: Andrew W. Schwartz
Telephone: (415) 552-7272

In the case of a notice or communication sent to Developer:

Birmingham Development, LLC
50 Osgood Place, Ste. 340
San Francisco CA 94133
Attn: Rob Birmingham
Telephone: 415-552-2025

and

Reuben, Junius & Rose, LLP
One Bush Street, Suite 600
San Francisco, CA 94104
Attn: Kevin H. Rose
Telephone: (415) 567-9000

Notice shall be deemed given when received or delivery is first refused.

20. Condemnation. If, as reasonably determined by TJPA, the Premises cannot be used by Developer because of a condemnation or sale in lieu of condemnation, then this License shall automatically terminate. This License is not intended to convey any interest in property to Developer. TJPA shall be entitled to the entire award or proceeds for any total or partial condemnation or sale in lieu thereof, including, without limitation, any award of proceeds for the value of this License. Notwithstanding the foregoing, Developer shall have the right to pursue recovery from the condemning authority of such compensation as may be separately awarded to Developer for the taking of Developer's personal property and fixtures, and the interruption of or damage to Developer's business.

21. Damage by Fire, Disaster, or Other Casualty. In case of damage to the Premises by fire or other casualty, the License may, at the option of either Developer or TJPA, be terminated immediately.

22. Payment of Taxes. Developer shall pay when due, before delinquency, any and all business taxes, other taxes required by the City and County of San Francisco or any other governmental entity, possessory interest taxes required by the City and County of San Francisco, workers' compensation taxes payable to the California Franchise Tax Board, and personal property taxes on fixtures, equipment, and facilities owned by Developer. Any obligation of Developer under this Section may be imposed upon Developer's

interest herein shall not reduce any rent due TJPA under this License and any such obligation shall become the liability of and be paid by Developer.

[signatures on next page]

IN WITNESS WHEREOF, TJPA and Developer have duly executed and delivered this License as of the date first written above.

TRANSBAY JOINT POWERS
AUTHORITY,
a California joint powers agency

APPROVED AS TO FORM:

Shute, Mihaly & Weinberger LLP

By:

Mark Zabaneh
Executive Director



Counsel for TJPA

Date:

235 PROPERTY CO., LLC:

By:



NAME:

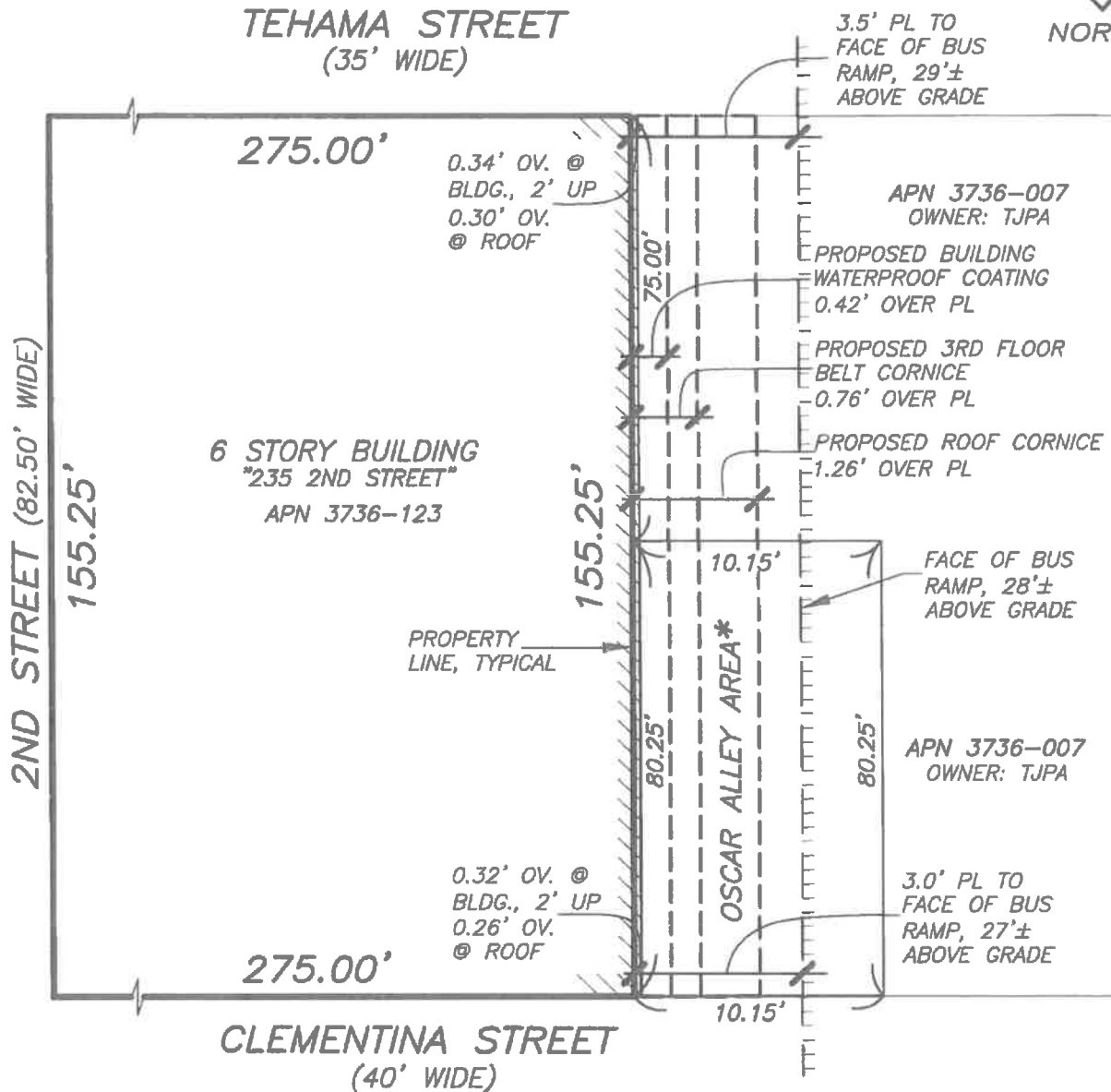
TITLE:

ITS

Date:

License
Exhibit A-1
Premises Diagram

EXHIBIT A-1



LEGEND

APN	ASSESSOR'S PARCEL NUMBER
OV.	OVER PROPERTY LINE
BLDG.	BUILDING
PL	PROPERTY LINE
	EXISTING BUILDING LINE
	EXISTING BUS RAMP

GENERAL NOTES

1. DETAILS NEAR PROPERTY LINES ARE NOT TO SCALE.
2. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
3. ALL PROPERTY LINE ANGLES ARE 90 DEGREES UNLESS NOTED OTHERWISE.
4. ALL HORIZONTAL DIMENSIONS ARE SHOWN FROM PROPERTY LINE.

*TJPA CONTENDS THAT IT HAS TITLE TO THE AREA SHOWN AS "OSCAR ALLEY AREA" AND INTENDS TO FILE A McENERNEY ACTION TO ESTABLISH ITS TITLE.

ASSESSOR'S BLOCK 3736
SAN FRANCISCO, CA.

BY JP CHKD. BR DATE 10-30-17 SCALE NONE SHEET 1 OF 1 JOB NO. S-9482

MARTIN M. RON ASSOCIATES, INC.
LAND SURVEYORS

859 HARRISON STREET
SAN FRANCISCO, CA. 94107
(415) 543-4500
S-9482 PLAT.dwg

License

Exhibit A-2

Legal Description of Oscar Alley Area

EXHIBIT A-2

LEGAL DESCRIPTION
"OSCAR ALLEY AREA"

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

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF CLEMENTINA STREET
(40.00 FEET WIDE), DISTANT THEREON 275.00 FEET NORTHEASTERLY FROM THE
NORTHEASTERLY LINE OF 2ND STREET (82.50 FEET WIDE); THENCE NORTHEASTERLY
ALONG SAID LINE OF CLEMENTINA STREET 10.15 FEET TO THE SOUTHWESTERLY LINE
OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED FROM C.E. DORAN &
WIFE TO THE STATE OF CALIFORNIA RECORDED MARCH 28, 1938 IN BOOK 3274,
PAGE 131, OFFICIAL RECORDS; THENCE AT A RIGHT ANGLE NORTHWESTERLY 80.25
FEET TO A POINT THAT IS PERPENDICULARLY DISTANT 75.00 FEET SOUTHEASTERLY
FROM THE SOUTHEASTERLY LINE OF TEHAMA STREET (35.00 FEET WIDE), SAID
POINT BEING ON THE SOUTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND
DESCRIBED IN THE DEED FROM C. DRISCOLL, AS GUARDIAN TO THE STATE OF
CALIFORNIA RECORDED JUNE 15, 1937 IN BOOK 3153, PAGE 195, OFFICIAL
RECORDS; THENCE AT A RIGHT ANGLE SOUTHWESTERLY, PARALLEL WITH SAID LINE
OF TEHAMA STREET, 10.15 FEET TO A POINT THAT IS PERPENDICULARLY DISTANT
275.00 FEET NORTHEASTERLY FROM SAID NORTHEASTERLY LINE OF 2ND STREET;
THENCE AT A RIGHT ANGLE SOUTHEASTERLY 80.25 FEET TO THE POINT OF
BEGINNING.

BEING A PORTION OF 100 VARA LOTS 47 AND 56 IN BLOCK 348.



License

Exhibit B

Complaint in Unlawful Detainer

ATTORNEY OR PARTY WITHOUT ATTORNEY (<i>Name, State Bar number, and address</i>): Andrew W. Schwartz (State Bar No. 87699) SHUTE MIHALY & WEINBERGER LLP 396 Hayes Street San Francisco, CA 94102 TELEPHONE NO.: 415-552-7272 FAX NO. (<i>Optional</i>): 415-552-5816 E-MAIL ADDRESS (<i>Optional</i>): schwartz@smwlaw.com ATTORNEY FOR (<i>Name</i>): Transbay Joint Powers Authority	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: CITY AND ZIP CODE: San Francisco 94102 BRANCH NAME: San Francisco County Superior Court	
PLAINTIFF: Transbay Joint Powers Authority DEFENDANT: 235 Property Co. LLC <input type="checkbox"/> DOES 1 TO _____	
COMPLAINT — UNLAWFUL DETAINER*	CASE NUMBER: _____
<input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (<i>Amendment Number</i>): _____	
Jurisdiction (<i>check all that apply</i>): <input type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input type="checkbox"/> does not exceed \$10,000 <input type="checkbox"/> exceeds \$10,000 but does not exceed \$25,000 <input checked="" type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (amount demanded exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint (<i>check all that apply</i>): <input type="checkbox"/> from unlawful detainer to general unlimited civil (possession not in issue) <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlawful detainer to general limited civil (possession not in issue) <input type="checkbox"/> from unlimited to limited	

1. PLAINTIFF (*name each*):
 Transbay Joint Powers Authority
 alleges causes of action against DEFENDANT (*name each*):
 235 Property Co. LLC
2. a. Plaintiff is (1) an individual over the age of 18 years. (4) a partnership.
 (2) a public agency. (5) a corporation.
 (3) other (*specify*):
- b. Plaintiff has complied with the fictitious business name laws and is doing business under the fictitious name of (*specify*):
3. Defendant named above is in possession of the premises located at (*street address, apt. no., city, zip code, and county*):
 Assessor's Block 3736, Lot 7, San Francisco, 94105, San Francisco County
4. Plaintiff's interest in the premises is as owner other (*specify*):
5. The true names and capacities of defendants sued as Does are unknown to plaintiff.
6. a. On or about (*date*):
 235 Property Co. LLC
 defendant (*name each*):
- (1) agreed to rent the premises as a month-to-month tenancy other tenancy (*specify*): Temporary License
 (2) agreed to pay rent of \$ _____ payable monthly other (*specify frequency*):
 (3) agreed to pay rent on the first of the month other day (*specify*):
- b. This written oral agreement was made with
- (1) plaintiff. (3) plaintiff's predecessor in interest.
 (2) plaintiff's agent. (4) other (*specify*):

* NOTE: Do not use this form for evictions after sale (Code Civ. Proc., § 1161a).

PLAINTIFF (Name): Transbay Joint Powers Authority	CASE NUMBER:
DEFENDANT (Name): 235 Property Co. LLC	

6. c. The defendants not named in item 6a are
- (1) subtenants.
 - (2) assignees.
 - (3) other (specify):
- d. The agreement was later changed as follows (specify):
- e. A copy of the written agreement, including any addenda or attachments that form the basis of this complaint, is attached and labeled Exhibit 1. (Required for residential property, unless item 6f is checked. See Code Civ. Proc., § 1166.)
- f. (For residential property) A copy of the written agreement is **not** attached because (specify reason):
- (1) the written agreement is not in the possession of the landlord or the landlord's employees or agents.
 - (2) this action is solely for nonpayment of rent (Code Civ. Proc., § 1161(2)).
7. a. Defendant (name each):

was served the following notice on the same date and in the same manner:

- (1) 3-day notice to pay rent or quit
- (2) 30-day notice to quit
- (3) 60-day notice to quit
- (4) 3-day notice to perform covenants or quit
- (5) 3-day notice to quit
- (6) Other (specify):

- b. (1) On (date): the period stated in the notice expired at the end of the day.
 - (2) Defendants failed to comply with the requirements of the notice by that date.
 - c. All facts stated in the notice are true.
 - d. The notice included an election of forfeiture.
 - e. A copy of the notice is attached and labeled Exhibit 2. (Required for residential property. See Code Civ. Proc., § 1166.)
 - f. One or more defendants were served (1) with a different notice, (2) on a different date, or (3) in a different manner, as stated in Attachment 8c. (Check item 8c and attach a statement providing the information required by items 7a–e and 8 for each defendant.)
8. a. The notice in item 7a was served on the defendant named in item 7a as follows:
- (1) by personally handing a copy to defendant on (date):
 - (2) by leaving a copy with (name or description):
 a person of suitable age and discretion, on (date): at defendant's
 residence business AND mailing a copy to defendant at defendant's place of residence on
 (date): because defendant cannot be found at defendant's residence or usual
 place of business.
 - (3) by posting a copy on the premises on (date): AND giving a copy to a
 person found residing at the premises AND mailing a copy to defendant at the premises on
 (date):
 (a) because defendant's residence and usual place of business cannot be ascertained OR
 (b) because no person of suitable age or discretion can be found there.
 - (4) (Not for 3-day notice; see Civil Code, § 1946 before using) by sending a copy by certified or registered
 mail addressed to defendant on (date):
 - (5) (Not for residential tenancies; see Civil Code, § 1953 before using) in the manner specified in a written
 commercial lease between the parties.
- b. (Name):
 was served on behalf of all defendants who signed a joint written rental agreement.
- c. Information about service of notice on the defendants alleged in item 7f is stated in Attachment 8c.
- d. Proof of service of the notice in item 7a is attached and labeled Exhibit 3.

PLAINTIFF (Name): Transbay Joint Powers Authority	CASE NUMBER:
DEFENDANT(Name): 235 Property Co. LLC	

- 9. Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.
- 10. At the time the 3-day notice to pay rent or quit was served, the amount of **rent due** was \$
- 11. The fair rental value of the premises is \$ _____ per day.
- 12. Defendant's continued possession is malicious, and plaintiff is entitled to statutory damages under Code of Civil Procedure section 1174(b). *(State specific facts supporting a claim up to \$600 in Attachment 12.)*
- 13. A written agreement between the parties provides for attorney fees.
- 14. Defendant's tenancy is subject to the local rent control or eviction control ordinance of *(city or county, title of ordinance, and date of passage)*:

Plaintiff has met all applicable requirements of the ordinances.

- 15. Other allegations are stated in Attachment 15.
- 16. Plaintiff accepts the jurisdictional limit, if any, of the court.

17. PLAINTIFF REQUESTS

- | | |
|---|--|
| <ul style="list-style-type: none"> a. possession of the premises. b. costs incurred in this proceeding: c. <input type="checkbox"/> past-due rent of \$ d. <input type="checkbox"/> reasonable attorney fees. e. <input type="checkbox"/> forfeiture of the agreement. | <ul style="list-style-type: none"> f. <input type="checkbox"/> damages at the rate stated in item 11 from <i>(date)</i>: _____ for each day that defendants remain in possession through entry of judgment. g. <input type="checkbox"/> statutory damages up to \$600 for the conduct alleged in item 12. h. <input type="checkbox"/> other <i>(specify)</i>: |
|---|--|

- 18. Number of pages attached *(specify)*: _____

UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400–6415)

- 19. *(Complete in all cases.)* An unlawful detainer assistant did **not** did for compensation give advice or assistance with this form. *(If plaintiff has received **any** help or advice for pay from an unlawful detainer assistant, state:)*

- | | |
|--|---|
| <ul style="list-style-type: none"> a. Assistant's name: b. Street address, city, and zip code: | <ul style="list-style-type: none"> c. Telephone No.: d. County of registration: e. Registration No.: f. Expires on <i>(date)</i>: |
|--|---|

Date:

Andrew W. Schwartz

 (TYPE OR PRINT NAME)

▶

 (SIGNATURE OF PLAINTIFF OR ATTORNEY)

VERIFICATION

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the plaintiff in this proceeding and have read this complaint. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

Transbay Joint Powers Authority

 (TYPE OR PRINT NAME)

▶

 (SIGNATURE OF PLAINTIFF)

License

Exhibit C

Stipulation for Entry of Judgment

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and state bar number, and address): Andrew W. Schwartz State Bar No. 87699 396 Hayes Street, San Francisco, CA 94102 TELEPHONE NO.: 415-552-7272 FAX NO. (Optional): 415-552-5816 E-MAIL ADDRESS (Optional): schwartz@smwlaw.com ATTORNEY FOR (Name): Transbay Joint Powers Authority	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: CITY AND ZIP CODE: San Francisco 94102 BRANCH NAME: San Francisco County Superior Court	
PLAINTIFF: Transbay Joint Powers Authority DEFENDANT: 235 Property Co. LLC	
STIPULATION FOR ENTRY OF JUDGMENT (Unlawful Detainer)	CASE NUMBER:

1. IT IS STIPULATED by plaintiff (name each): **Transbay Joint Powers Authority** and
 defendant (name each): **235 Property Co. LLC**
2. Plaintiff Defendant (specify name): **Transbay Joint Powers Authority** is awarded
- a. possession of the premises located at (street address, apartment number, city, and county):
Assessor's Block 3736, Lot 7, San Francisco, San Francisco County
- b. cancellation of the rental agreement. forfeiture of the lease.
- c. past due rent \$
- d. total holdover damages \$
- e. attorney fees \$
- f. costs \$
- g. deposit of \$ See item 3.
- h. other (specify):
- i. Total \$ to be paid by (date): installment payments (see item 5)
3. Deposit. If not awarded under item 2g, then plaintiff must
- a. return deposit of \$ to defendant by (date):
- b. give an itemized deposit statement to defendant within three weeks after defendant vacates the premises
 (Civ. Code, § 1950.5).
- c. mail the deposit itemized statement to the defendant at (mailing address):
4. A writ of possession will issue immediately, but there will be no lockout before (date):
5. AGREEMENT FOR INSTALLMENT PAYMENTS
- a. Defendant agrees to pay \$ on the (specify day) day of each month beginning
 on (specify date) until paid in full.
- b. If any payment is more than (specify) days late, the entire amount in item 2i will become immediately due and
 payable plus interest at the legal rate.
6. a. Judgment will be entered now.
- b. Judgment will be entered only upon default of payment of the amount in item 2i or the payment arrangement in item 5a.
 The case is calendared for dismissal on (date and time) in
 department (specify) unless plaintiff or defendant otherwise notifies the court.
- c. Judgment will be entered as stated in Judgment — Unlawful Detainer Attachment (form UD-110S), which is attached.
- d. Judgment will be entered as stated in item 7.

PLAINTIFF: Transbay Joint Powers Authority	CASE NUMBER:
DEFENDANT: 235 Property Co. LLC	

7. Plaintiff and defendant further stipulate as follows (*specify*):
 If Defendants fail to remove their respective personal property and vacate the premises on or before the agreed-upon Termination Date, Defendants stipulate to personal service of this stipulation for entry of judgment.

In so stipulating, Plaintiff in no way waived any claims for damages and nothing requires Plaintiff to file the Complaint attached to the parties' original Agreement. Plaintiff reserves the right to file any other claims that may arise.

8. a. **The parties named in item 1 understand that they have the right to (1) have an attorney present and (2) receive notice of and have a court hearing about any default in the terms of this stipulation.**

b. Date:

 Andrew W. Schwartz
 (TYPE OR PRINT NAME)

 (TYPE OR PRINT NAME)

▶ _____
 (SIGNATURE OF PLAINTIFF OR ATTORNEY)
 ▶ _____
 (SIGNATURE OF PLAINTIFF OR ATTORNEY)

Continued on *Attachment 8b* (form MC-025).

c. Date:

 235 Property Co. LLC
 (TYPE OR PRINT NAME)

 (TYPE OR PRINT NAME)

 (TYPE OR PRINT NAME)

▶ _____
 (SIGNATURE OF DEFENDANT OR ATTORNEY)
 ▶ _____
 (SIGNATURE OF DEFENDANT OR ATTORNEY)
 ▶ _____
 (SIGNATURE OF DEFENDANT OR ATTORNEY)

Continued on *Attachment 8c* (form MC-025).

9. IT IS SO ORDERED.

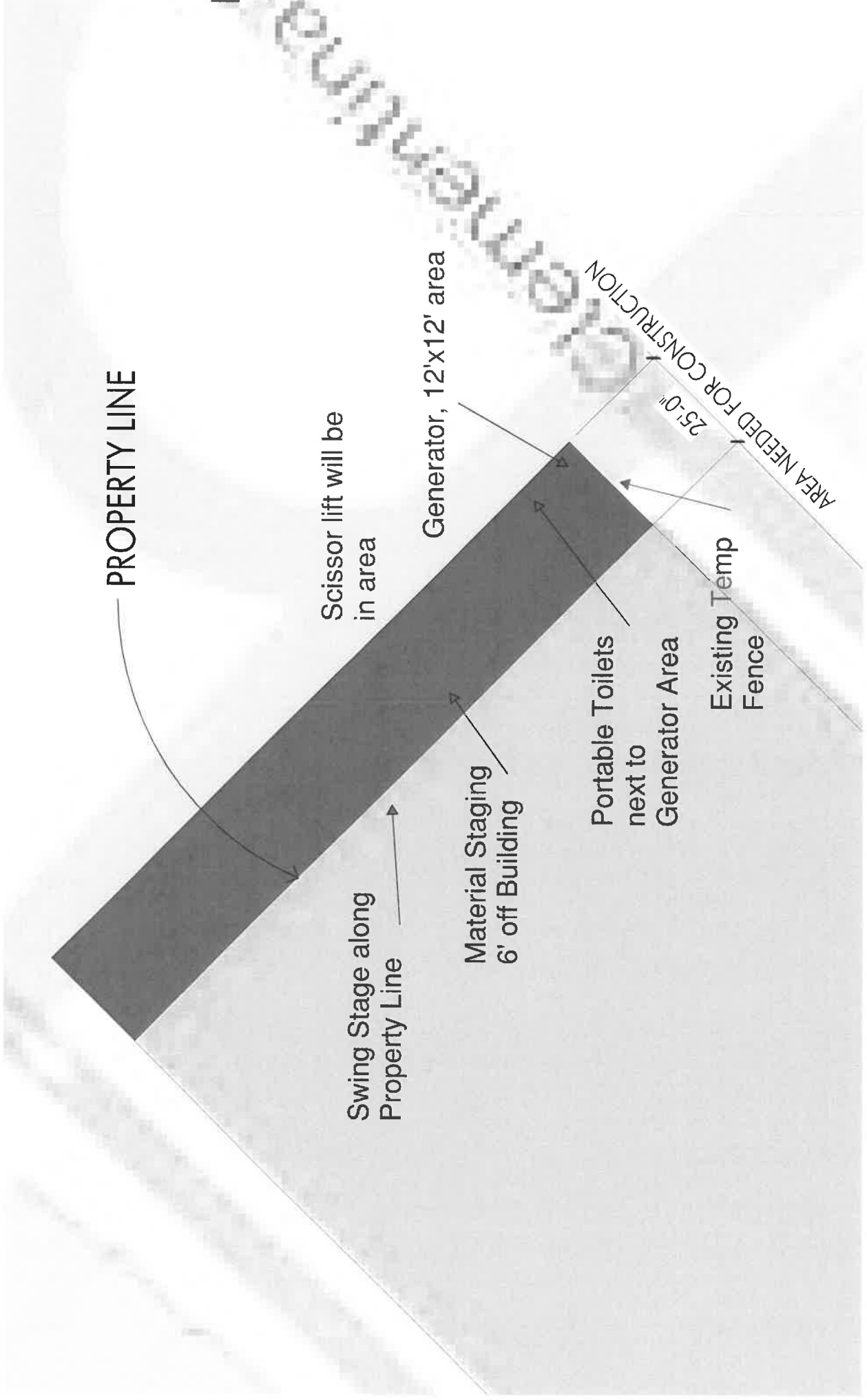
Date:

 JUDICIAL OFFICER

License

Exhibit D

Area Needed for Construction



PROPERTY LINE

Scissor lift will be
in area

Generator, 12'x12' area

Swing Stage along
Property Line

Material Staging
6' off Building

Portable Toilets
next to
Generator Area

Existing Temp
Fence

25'0"
AREA NEEDED FOR CONSTRUCTION

License

Exhibit E

**Permanent Improvements to be Installed Under Agreement for Air Rights
Easement**

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Transbay Joint Powers Authority
201 Mission Street, Suite 2100
San Francisco, CA 94105
Attn: Mark Zabaneh

Recording Fee \$0 (Govt Code § 27383)
Document Transfer Tax \$0 (Rev & Tax Code § 11922)

(APN 3736-007)

(space above line for Recorder's use only)

AGREEMENT FOR AIR RIGHTS EASEMENT

THIS AGREEMENT FOR AIR RIGHTS EASEMENT ("**Agreement**") is made and entered into as of _____, 2017 by and between the TRANSBAY JOINT POWERS AUTHORITY, a joint powers authority created under California Government Code Sections 6500 et seq. ("**TJPA**") and 235 PROPERTY CO., LLC a Delaware limited liability company ("**Developer**"). TJPA and Developer, as Property Owners (as that term is defined below), and their respective successors and assigns, are each individually referred to herein sometimes as a "**Party**" and are collectively referred to herein sometimes as the "**Parties**".

RECITALS

This Agreement is entered into by TJPA and Developer on the basis of the following recitals:

A. TJPA is the owner of that certain real property located between Tehama, Clementina, First, and Second Streets, San Francisco, California to be included in the future Under Ramp Park (Assessor's Block 3736, Lot 7), also known as former State Parcel H, as shown on Exhibit A-1 attached hereto (collectively, "**Parcel H**"). TJPA contends it has all right, title, and interest in the 10-foot strip depicted as "Oscar Alley area" on Exhibit A-1 ("**Oscar Alley area**") and further described in Exhibit A-2, and intends to (1) file an action to obtain a judgment under the Destroyed Land Records Relief Law, California Code of Civil Procedure sections 751.01-751.28 ("**McEnerney action**") establishing all right, title, and interest to the Oscar Alley area in TJPA ("**McEnerney Judgment**"); and (2) seek an amendment of City and County of San Francisco Ordinance 43-11 approved on March 10, 2011 to delete the Oscar Alley area from the list of alleged public right-of-ways below and/or above certain streets to be vacated, on the grounds that the Oscar Alley area is not a public right-of-way and/or the City does not own any right, title, or interest in the Oscar Alley area.

B. Developer is the owner of that certain real property located between Tehama, Clementina, First, and Second Streets, San Francisco, California, known as Assessor's Block

3736, Lot 123, also known as 235 Second Street, as shown on Exhibit A-1 (“**235 Second**”). The northeast curtain wall of 235 Second currently encroaches approximately four inches into Parcel H. Parcel H and 235 Second are each individually referred to in this Agreement as a “**Property**” and are collectively referred to as the “**Properties.**”

C. TJPA is responsible for implementing the Transbay Transit Center Program, which includes, among other things, (i) on the site of the form Transbay Terminal, the construction of a new Transit Center building, (ii) a rail tunnel and rail systems to extend Caltrain service from Fourth and King Streets to the Transit Center and to accommodate California High Speed Rail trains in the future, (iii) a new underground Fourth and Townsend Street Caltrain Station, (iv) modifications to the existing surface station at Fourth and King Streets, (v) a temporary bus terminal, (vi) an elevated bus ramp connecting the Bay Bridge to the Transit Center (“**Bus Ramp**”), (vii) permanent bus storage facilities, and a park on Parcel H and other property owned by TJPA generally located under elevated vehicle ramps leading to and from I-80 that will be developed as a public park (“**Under Ramp Park**”).

D. Developer intends to install a new façade over the exterior surface of the Developer’s existing building on 235 Second, consisting of waterproof coating, a third floor decorative floor belt cornice, and a roof cornice (together with the existing four-inch encroachment, “**Façade**”) as shown in Exhibit C and Exhibit D attached hereto.

E. TJPA and Developer now desire to enter into this Agreement to establish a permanent easement for air rights over Parcel H to permit Developer to install and maintain the Façade. This Agreement is entered into concurrently with an Agreement re Temporary License for Construction (“**License**”) between the Parties granting Developer access to a part of Under Ramp Park (defined as “**Premises**” in Recital B of the License).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TJPA and Developer agree as follows:

1. Definitions.

In addition to the capitalized terms that are defined elsewhere in this Agreement, as used in this Agreement the following terms shall have the following meanings:

A. “**Easement Area**” shall mean the three dimensional air space occupied by the Easement conveyed in this Agreement.

B. “**Owner**” or “**Property Owner**” shall mean the fee title owner or owners from time to time of a Property. “**Owners**” or “**Property Owners**” shall mean the fee title owners of Parcel H and 235 Second.

C. “**Permittees**” shall mean all Persons from time to time entitled to the use or occupancy of all or any portion of the Easement Area established under this Agreement by the Parties.

D. “Person” or “Persons” shall mean and include individuals, partnerships, limited liability companies, firms, associations, joint ventures, corporations or any other form of business entity.

E. “Regulatory Approvals” shall mean all necessary discretionary authorizations, approvals, entitlements, conditions, requirements, plan amendments (and related review of a proposed project in compliance with the California Environmental Quality Act [California Public Resources Code 21000 et seq.]) of an governmental agency with jurisdiction over the use or development of the Façade.

2. Air Rights Easement.

As of the Effective Date, TJPA, as Owner of Parcel H, grants to Developer, as Owner of 235 Second, an appurtenant, permanent, exclusive, easement in, to, over and across the air space above Parcel H for the encroachment of the Façade, which encroachment shall be limited to the area actually occupied by the Façade, in substantial conformance with the area shown on Exhibit A-1 and shall not extend more than 1.26 feet northeasterly from the southwestern boundary of Parcel H (“**Easement**”).

3. Payment

A. Purchase Price

The purchase price for the Easement shall be \$58,684.50 (“**Purchase Price**”).

B. Attorneys’ and Consultants’ Fees

Developer shall pay TJPA’s (i) attorneys’ fees to obtain the McEnerney Judgment and an amendment to Ordinance 43-11, up to \$5,000, and (ii) outstanding Attorneys’ and Consultants’ Fees in connection with the drafting, negotiation, and grant of the Easement and License, in the total sum of \$_____ (“**Attorneys’ and Consultants’ Fees**”).

C. Closing

At closing of the sale of the Easement to Developer (“**Closing**”), Developer shall pay the Purchase Price and any outstanding Attorneys’ and Consultants’ Fees to, or as directed by, TJPA, in cash or an amount credited by wire transfer of immediately available funds to a national bank in San Francisco, California specified by TJPA for credit to the escrow account of Chicago Title Insurance Company, 455 Market Street, Suite 2100, San Francisco, California 94105-2420 (“**Title Company**” and “**Escrow Agent**”).

4. “As Is;” Release.

A. Developer acknowledges and agrees that the Easement is to be sold and conveyed to and accepted by Developer in an “As Is” condition with all faults.

B. Developer acknowledges that the Easement conveyed under this Agreement shall be subject to all exceptions listed in Schedule B of the Preliminary Title Report for Parcel H issued by Chicago Title Insurance Company on November 5, 2015 at 7:30 AM, Title No. FWPNT-TO15001420-JM (“PTR”) attached as Exhibit B, and all matters that would otherwise be revealed by an inspection of Parcel H or an ALTA survey on the Closing Date. Escrow Officer’s willingness to issue a policy of title insurance to Developer listing only those exceptions in Schedule B of the PTR (“**Title Policy**”) shall be a Developer Condition of Closing as set forth in Section 7.B.

C. Developer acknowledges that it is aware of, has reviewed, and understands the Cooperative Agreement between TJPA, the City and County of San Francisco, and the California Department of Transportation (“Caltrans”), executed on July 11, 2003 (“Cooperative Agreement”). Developer further acknowledges that it is aware that Caltrans has not yet released its power of termination for Parcel H provided in the Cooperative Agreement. Developer hereby waives, releases, remises, acquits and forever discharges TJPA, of and from, any and all rights, claims, losses, injuries, costs, damages, causes of action, demands, damages, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Developer now has or which Developer may have in the future on account of or in any way arising out of or in connection with Caltrans’ exercise its power of termination provided in the Cooperative Agreement.

D. With the sole exceptions of TJPA’s representations and warranties in Section 13.A of this Agreement, TJPA does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to any matters related to Parcel H. In particular, and without limitation, TJPA makes no representations or warranties with respect to the following matters related to the Easement: the legal use, condition (whether physical, legal, zoning, environmental, or other), encumbrances, occupation, or management of the Easement; value of the Easement and any effect on value as a result of any impact fee, special tax, or assessment that may be imposed; status of, need for, or ability to secure entitlements to use the Easement; the compliance of the Easement with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdivision, planning, building, fire, safety, health or environmental matters; suitability of the Easement for Developer’s intended use; or concerning contamination with Hazardous Material (as defined in Section 29) (collectively, “**Condition of Parcel H**”).

E. Developer acknowledges that it is entering into this Agreement on the basis of Developer’s own investigation of the Condition of Parcel H, including the subsurface conditions. Developer assumes the risk that adverse physical, legal, title, zoning, environmental or other conditions may not have been revealed by its investigation.

F. TJPA has no obligation to make any repairs or improvements to, or prepare Parcel H for any purpose whatsoever prior to conveyance of the Easement to Developer. TJPA has no obligation to obtain a Certificate of Compliance or other evidence of Subdivision Map Act compliance, or zoning or other code change pertaining to Parcel H.

G. After Closing, Developer, at its sole cost and expense, shall comply with all provisions of Environmental Laws (as defined in Section 29) and shall perform all investigations,

removal, remedial actions, cleanup and abatement, corrective action or other remediation that may be required pursuant to any Environmental Laws on account of or in any way arising out of or in connection with this Agreement and Developer's and Developer's Permittees' use of the Easement, and TJPA and its board members, member agencies, officers, directors, agents, employees, consultants, contractors, representatives, or any other person acting on behalf of TJPA, and their respective heirs, legal representatives, successors and assigns, and each of them(each, "**TJPA Party**" and collectively, "**TJPA Parties**") shall have no responsibility or liability under the Environmental Laws with respect to Developer's and Developer's Permittees' use of the Easement, except where such liability results from the gross negligence or intentional misconduct of TJPA Parties.

H. Developer, for itself, its successors and assigns, hereby waives, releases, remises, acquits and forever discharges TJPA Parties, of and from, any and all rights, claims, losses, injuries, costs, damages, causes of action, demands, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Developer now has or which Developer may have in the future (a) on account of or in any way arising out of or in connection with this Agreement, Developer's and Developer's Permittees' use of the Easement, and the Condition of Parcel H, excluding claims in equity, but not excluding claims for damages, for TJPA's breach of or default under this Agreement, (b) to the extent relating to the Easement only, for inverse condemnation related to noise, vibration, soil movement, building movement, flooding, drainage, fumes, heat, exhaust, or lighting from TJPA's use of Parcel H for any purpose, including, but not limited to, construction of the Bus Ramp, or the design, construction, installation, operation, use, inspection, maintenance, replacement, repair, alteration, reconstruction, or security for any improvements of and for Under Ramp Park, and (c) for claims by third parties (or any right to seek indemnity or contribution for such third party claims) that arise from a personal injury or any damage occurring from an exposure of the third party to Hazardous Material, or an event involving a third party occurring on Parcel H or emanating from Parcel H, each to the extent caused by Developer prior to or after the Effective Date. Specifically, if TJPA, despite good faith efforts, is unable to obtain the McEnerney Judgment due to an adverse claim of a right, title, or interest in the Oscar Alley area, Developer, for itself, its successors and assigns, releases TJPA Parties of and from any and all claims, demands, losses (including, but not limited to, diminution in value), liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs, and fees of consultants and experts, laboratory costs, and related costs of TJPA Parties) (collectively, "**Losses**") arising from any claim by any third party to any right, title, or interest in the Oscar Alley area; and, if TJPA, despite good faith efforts, is unable to obtain an amendment of City and County of San Francisco Ordinance 43-11 approved on March 10, 2011 to delete the Oscar Alley area from the list of alleged public right-of-ways below and/or above certain streets to be vacated, on the grounds that the Oscar Alley area is not a public right-of-way and/or the City does not own any right, title, or interest in the Oscar Alley area, Developer, for itself, its successors and assigns, releases the TJPA Parties from all Losses arising from any claim by any third party of any right, title, or interest in the Oscar Alley area.

This waiver and release is a general release. Developer is aware of California Civil Code Section 1542, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

To give full force and effect to the above general release, Developer hereby expressly, knowingly, and voluntarily waives all the rights and benefits of Section 1542 and any other similar law of any jurisdiction. By placing its initials below, Developer specifically acknowledges and confirms the validity of the release made above and the fact that Developer was represented by counsel who explained, at the time this Agreement was made, the consequences of the above releases.

INITIALS: Developer's Initials: _____

5. Indemnity.

Developer shall indemnify, protect, defend, and hold harmless TJPA, and its board members, member agencies, officers, directors, agents, employees, consultants, contractors and representatives, and their respective heirs, legal representatives, successors and assigns, and each of them (each, "**TJPA Indemnitee**" and collectively, "**TJPA Indemnitees**") from and against any and all Losses arising out of the death of any person or any accident, injury, loss, or damage whatsoever to any person or to the property of any person, to the extent occurring on account of or to the extent arising out of or in connection with this Agreement, or Developer's or Developer's Permittees' use of the Easement, including the Easement Areas; provided, however, that Developer shall have no obligation to indemnify TJPA Indemnitees for Losses arising solely from the gross negligence or willful misconduct of TJPA Indemnitees. Where the gross negligence or willful misconduct of TJPA Indemnitees is a cause of, but is not the sole cause of, Losses, Developer shall indemnify TJPA Indemnitees according to Developer's share of fault.

6. Insurance.

Developer shall at its sole cost name TJPA, its member agencies (the City and County of San Francisco ("**City**"), AC Transit, and Caltrain ("**Member Agencies**"), and the State of California ("**State**") as additional insureds/loss payees under a policy of Commercial General Liability Insurance covering Developer's use of the Easement ("**Developer Policy**"). The Developer Policy shall:

A. be effective beginning on the Effective Date and shall be renewed annually (prior to expiration). Not less than five (5) days following the Effective Date, Developer shall deliver to TJPA a certificate or certificates of insurance in a form reasonably satisfactory to TJPA, evidencing the coverage required hereunder, and shall deliver such proof of insurance ten (10) days before every anniversary of the Effective Date;

B. have a limit of at least Five Million Dollars (\$5,000,000) for each occurrence and aggregate occurrences per year, which may be accomplished by primary and excess layers, subject to an adjustment on each five- (5-) year anniversary of the Effective Date ("**Adjustment Date**") by multiplying the limit for the prior five- (5-) year period by the percentage change in

the Consumer Price Index Urban Wage Earners and Clerical Workers (base years 1982-1984 = 100) for San Francisco-Oakland-San Jose area published by the United States Department of Labor, Bureau of Labor Statistics ("**Index**") published most immediately preceding the Adjustment Date compared with the Index published most immediately preceding five (5) years prior to the Adjustment Date; provided, however, that the limits of the Developer Policy shall not limit the liability of the developer;

C. be a separate policy from Developer's other insurance policies or shall have a per location endorsement consistent with the limits described in this Section 6;

D. cover all of the following claims and losses ("**Covered Claims**"): bodily injury and property damage (including claims and losses arising from criminal acts committed by any Person, including but not limited to, claims and losses based on an allegation of inadequate, or a failure of, security, subject to exclusions then customarily contained in Commercial General Liability Insurance policies); independent contractors; and personal injury arising from or based on the design, materials, construction, installation, maintenance, operation of, condition of, or use of the Façade;

E. be issued by an insurance company duly authorized to do business in the State of California and with a current rating of A-:VIII or better by Best's Key Rating Guide;

F. require Developer, as the primary insured, to pay or cause others to pay any deductible or retention;

G. require a defense and indemnity of the named insured and the additional insureds, including TJPA, the Member Agencies, and the State;

H. be primary insurance with respect to TJPA, the Member Agencies, and the State for all Covered Claims, and any insurance or self-insurance of TJPA, the Member Agencies, and the State shall be excess of the Policy and shall not contribute with it;

I. insurance against the contingent liabilities, if any, of TJPA and the officers, agents, and employees of TJPA;

J. contain or be endorsed to contain a waiver of all rights of subrogation against TJPA, the Member Agencies, and the State (unless rights of subrogation would otherwise be waived by reason of TJPA, the Member Agencies and the State being named as additional insureds); and

K. be endorsed to state that the insurer shall not cancel coverage or make any other change affecting the coverage of the Developer's policy unless the insurer has given TJPA thirty (30) days' prior written notice.

Developer shall provide written notice to TJPA within five (5) business days following notice from Developer's insurer of any cancellation or modification of the terms of the Developer Policy and shall replace such Developer Policy with a Developer Policy that complies

with all of the requirements of this Section 6 within ten (10) business days after giving the notice to TJPA. Developer shall provide written notice to TJPA within three (3) business days following Developer's failure to pay all or part of the premium for the Developer Policy when due. Developer's failure to pay all or part of the premium for the Developer Policy when due shall be an immediate default under this Agreement without any requirement for notice or cure. If Developer fails to pay a premium for the Developer Policy when due, TJPA may, at its election, pay the premium and all interest and penalties, if any, and shall have all legal and equitable remedies against Developer for reimbursement of the amount paid, whether or not Developer gives written notice to TJPA of the failure to pay the premium.

If Developer fails to carry a policy of Commercial General Liability Insurance meeting the requirements of this Section 6 during any period which Developer is required to carry such insurance pursuant to this Section 6, then Developer shall perform the duties which would have been performed by the carrier had Developer carried such a policy as herein required, but only to the extent of the duties which such carrier would have had to perform.

Developer waives any and all rights of recovery against TJPA, or against the officers, employees, agents, and representatives of TJPA, for loss or damage to Developer or its property or the property of others under its control to the extent that such loss or damage is insured against under any insurance policy in force at the time of such loss of damages. Developer shall give notice to its insurance carrier or carriers that the foregoing waiver of subrogation is contained in the License.

The Developer Policy may, at Developer's option, also apply to 235 Second, so long as the Policy has a per location endorsement that satisfies all requirements of this Section 6.

The foregoing notwithstanding, if Developer's general contractor's policy of commercial general liability insurance for 235 Second names TJPA, the Member Agencies, and the State as additional insureds, meets all of the other criteria set forth in this Section 6, and Developer provides evidence to the reasonable satisfaction of TJPA that the obligations of Developer, the general contractor, and the carrier are sufficient to give timely notice to TJPA of the general contractor's failure to pay the premium for such insurance when due, or changes to or cancellation of the policy, then upon approval of TJPA (which approval shall not be unreasonably withheld, conditioned or delayed), Developer may rely on its general contractor policy to satisfy Developer's obligations under this Section 6 during the period when the general contractor policy is in effect and until the date upon which such general contractor policy becomes no longer effective with respect to 235 Second.

7. Escrow.

A. Opening of Escrow

No later than five (5) business days after TJPA Board of Directors approves this Agreement, the Parties shall open an escrow by depositing an executed counterpart of this Agreement with Escrow Agent. This Agreement, as supplemented by each party's escrow instructions to Escrow Agent, shall serve as instructions to Escrow Agent for consummation of

the purchase and sale contemplated hereby. TJPA and Developer agree to execute such additional or supplementary instructions as may be appropriate to enable Escrow Agent to comply with the terms of this Agreement and close the transaction; provided, however, that in the event of any conflict between the provisions of this Agreement and any additional supplementary instructions, the terms of this Agreement shall control.

B. Developer Closing Conditions

The following are conditions precedent to Developer's obligation to purchase the Easement at Closing (collectively, "**Developer Closing Conditions**"):

- i. TJPA Board shall have authorized TJPA Executive Director to execute this Agreement;
- ii. Escrow Agent shall be prepared to record this Agreement at Closing;
- iii. Title Company shall be prepared to issue the Title Policy to Developer at Closing; and
- iv. all of TJPA's representations and warranties in Section 13.A shall have been true and correct in all material respects when made and shall be true and correct in all material respects as of Closing.

The Developer Closing Conditions are solely for the benefit of Developer.

If, on or before the Closing Date, any of the Developer Closing Conditions is not satisfied (for any reason other than Developer's fault, Developer shall have the right in its sole discretion either to waive in writing the Developer Closing Condition in question and proceed with the sale or, in the alternative, terminate this Agreement. If, by the Closing Date, Developer shall not have waived in writing any of the Developer Closing Conditions and the failure of the Developer Closing Condition is due to some affirmative act or negligent omission of TJPA, then Developer shall have the right to terminate this Agreement by written notice to TJPA, and TJPA and Developer will have no further rights or obligations hereunder, except as otherwise provided herein.

Without limiting the other obligations of TJPA regarding Closing as expressly provided in this Agreement, TJPA and Developer shall cooperate in good faith to do all acts as may be reasonably required by each of them to cause the fulfillment of any Developer Closing Conditions, but without assuming any new liability not contemplated by this Agreement.

C. TJPA's Closing Conditions

The following are conditions precedent to TJPA's obligation to sell the Easement at Closing (collectively, "**TJPA Closing Conditions**," and together with the Developer Closing Conditions, "**Closing Conditions**"):

- i. Developer shall have delivered to the Escrow Agent the Purchase Price, the outstanding Attorneys' and Consultants' Fees, the Closing Costs (as defined in Section 8), and any other funds as are necessary to close escrow consistent with the terms of this Agreement;
- ii. Escrow Agent shall be prepared to record this Agreement at Closing;
- iii. all of Developer's representations and warranties in Section 13.B shall have been true and correct in all material respects when made and shall be true and correct in all material respects as of the Closing Date.

TJPA Closing Conditions are solely for the benefit of TJPA;

If, on or before the Closing Date, any of TJPA Closing Conditions is not satisfied (for any reason other than TJPA fault, TJPA shall have the right in its sole discretion either to waive in writing TJPA Closing Condition in question and proceed with the sale or, in the alternative, terminate this Agreement. If, on or before the Closing Date, TJPA shall not have waived in writing any of TJPA Closing Conditions, then TJPA shall have the right to terminate this Agreement by written notice to Developer as set forth above, and TJPA and Developer will have no further rights or obligations hereunder, except as otherwise provided herein.

Without limiting the other obligations of Developer regarding Closing as expressly provided in this Agreement, Developer and TJPA shall cooperate in good faith to do all acts as may be reasonably required by each of them to cause the fulfillment of any of TJPA Closing Conditions, but without assuming any new liability not contemplated by this Agreement.

D. Closing Date

The date on which TJPA and Developer close on the sale of the Easement shall be the "**Closing Date.**" TJPA and Developer are obligated to close on the sale of the Easement under the terms and conditions of this Agreement on or before the earlier of (1) the thirtieth (30th) day after TJPA Board approves this Agreement, and (2) December 31, 2017 ("**Outside Closing Date**"), unless the Parties, each in its sole and absolute discretion, have agreed in writing to an extension of the Closing Date and/or Outside Closing Date. The Parties may mutually agree to an earlier Closing Date. The Closing Date shall be the Effective Date (as defined in Section 19).

Not later than the business day immediately preceding the Closing Date, the Parties shall each deposit into Escrow all documents and items such party is obligated to deposit into Escrow in accordance with this Agreement.

8. Closing Costs.

Developer shall bear all cost and responsibility for all title, escrow, and closing fees and costs, including, but not limited to, the cost of any transfer or other taxes, surveys, appraisals, environmental review, title policy premiums and endorsements, and escrow, document, and recording fees (collectively "**Closing Costs**").

9. Coordination of Work.

Without limiting any of the provisions of Section 2 above, Developer and TJPA shall use reasonable efforts to coordinate with each other in connection with the construction and maintenance of the Façade, the Bus Ramp, and Under Ramp Park, such that the work on all improvements is completed in a timely manner and in accordance with the development timelines established by the Party responsible for the work. Developer shall design, construct, install, operate, use, inspect, maintain, replace, repair, alter, reconstruct, and obtain Regulatory Approvals for the Façade at its sole cost and in a manner which will not interfere with the safe construction or operation of the Bus Ramp or Under Ramp Park.

10. Conditions of the Easement.

Developer shall, at its sole cost maintain the Façade constructed in the Easement Area in good order and repair consistent with first-class office buildings in San Francisco.

11. Defaults and Remedies.

In the event of any breach or default of any Party of any term or provision of this Agreement which is not cured by the defaulting Party (i) within thirty (30) days after receipt of written notice thereof from the non-defaulting Party, or (ii) within three (3) business days after such notice in the event of an immediate and serious danger to person or property (or, in all cases, within such additional period of time as is reasonably necessary in light of the nature of the breach or default and the acts which are necessary to cure such breach or default, provided that the defaulting Party commences the cure within the required cure period and thereafter diligently prosecutes such cure to completion), if TJPA is the non-defaulting Party, TJPA shall have any and all rights and remedies available at law or in equity, including without limitation, the right to demand and have specific performance and the right to actual damages (subject to proof); and if Developer is the non-defaulting Party, Developer shall have any and all rights available in equity. Except as otherwise provided herein and subject to the limitations herein, the rights and remedies of the Parties under this Agreement shall be cumulative. The foregoing notwithstanding, neither Party shall be liable to the other Party for consequential or incidental damages.

12. Limitation of Liability.

No individual director, officer, agent or employee of Developer or any of its members or Affiliates will be personally liable to TJPA in an event of default by Developer or for any amount that may become due to TJPA or on any obligations under the terms of this Agreement. No individual director, officer, official, agent or employee of TJPA or its member agencies, including the City, will be personally liable to Developer in an event of default by TJPA or for any amount that may become due to Developer or on any obligations under the terms of this Agreement.

13. Representations and Warranties.

A. Representations and Warranties of TJPA

TJPA represents and warrants to Developer, to the best of TJPA's actual knowledge, as of the Effective Date and as of Closing as follows:

i. Authority. TJPA is the legal and equitable owner of Parcel H, with full requisite power and authority to execute and deliver this Agreement and carry out and perform all of the terms and covenants of this Agreement. Persons signing this Agreement for TJPA have all requisite power and legal authority to do so.

ii. Valid Execution. The execution and delivery of this Agreement by TJPA has been duly and validly authorized by all necessary action. This Agreement is a legal, valid, and binding obligation of TJPA. All documents executed by TJPA and delivered to Developer at Closing are, or at Closing will be, duly authorized, executed and delivered by TJPA and will be legal, valid, and binding obligations of TJPA.

B. Representations and Warranties of Developer

Developer represents and warrants to TJPA, to the best of Developer's actual knowledge, as of the Effective Date and as of Closing as follows:

i. Authority. Developer has all requisite power and authority to execute and deliver this Agreement and carry out and perform all of the terms and covenants of this Agreement. Persons signing this Agreement for the Developer have all requisite power and legal authority to do so.

ii. Valid Existence: Good Standing. Developer is duly organized and validly existing under the laws of the state under which it was formed, and has made all filings and is in good standing in the jurisdiction of the State of California to the extent required by applicable law.

iii. No Limitation on Ability to Perform. There is no operating agreement, organization document, or any other agreement or law that in any way prohibits, limits, or otherwise affects the right or power of Developer to enter into and perform all of the terms and covenants of this Agreement. Neither Developer nor any member of Developer is a party to or bound by any contract, agreement, indenture, trust agreement, note, obligation or other instrument that could prohibit, limit, or otherwise affect the same. No consent, authorization or approval of, or other action by, and no notice to or filing with, any governmental authority, regulatory body or any other person or entity is required for the due execution, delivery and performance by Developer of this Agreement or any of the terms and covenants contained in this Agreement. There are no pending or threatened suits or proceedings or undischarged judgments affecting Developer or any member of Developer before any court, governmental agency, or arbitrator which might materially adversely affect the enforceability of this Agreement, the ability of Developer to perform the transactions contemplated by this Agreement, or the business, operations, assets or condition of Developer or any member of Developer.

iv. Valid Execution. The execution and delivery of this Agreement by Developer has been duly and validly authorized by all necessary action. This Agreement is a legal, valid, and binding obligation of Developer. All documents executed by Developer and

delivered to TJPA at Closing are, or at Closing will be, duly authorized, executed and delivered by Developer and will be legal, valid, and binding obligations of Developer.

v. Defaults. The execution, delivery, and performance of this Agreement (i) do not and will not violate or result in a violation of, contravene or conflict with, or constitute a default under (A) any agreement, document or instrument to which Developer or any member of Developer is a party or by which Developer or a member of Developer may be bound or affected, (B) to Developer's knowledge, any law, statute, ordinance, regulation, or (C) the articles of organization or the operating agreement of Developer, and (ii) do not and will not result in the creation or imposition of any lien or other encumbrance upon the assets of Developer or any member of Developer.

vi. Meeting Financial Obligations: Material Adverse Change. Developer and any member of Developer are meeting their respective current liabilities as they mature; no federal or state tax liens have been filed against any of them; and Developer is not in default or claimed default under any agreement for borrowed money. Developer shall, within three (3) business days, notify TJPA of any material adverse change in the financial condition of Developer or any member of Developer that would prevent performance of Developer's obligations under this Agreement.

vii. Conflicts of Interest. Developer is familiar with and does not know of any facts that constitute a violation of Sections 87100 *et seq.* of the California Government Code, which provides that no member, official or employee of TJPA, may have any personal interest, direct or indirect, in this Agreement nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects her or his personal interest or the interests of any corporation, partnership, or association in which she or he is interested directly or indirectly.

viii. Skill and Capacity. Developer has the skill, resources, and financial capacity to use the Easement consistent with this Agreement. Developer shall employ or contract with such persons as may be necessary or appropriate to enable Developer to perform its obligations under this Agreement in a timely manner.

ix. Not Prohibited from Doing Business. Neither Developer nor any member of Developer have been debarred or otherwise prohibited from doing business with any local, state or federal governmental agency to the extent such debarment or prohibition would prevent Developer from performing its obligations under this Agreement in a timely manner.

x. Business Licenses. Developer has obtained all licenses required to conduct its business in San Francisco and is not in default of any fees or taxes due to the City.

xi. No Claims. As of the Effective Date, Developer does not have any claim against TJPA, the Member Agencies, or the State.

C. Continued Accuracy

If at any time prior to Closing any event or circumstance occurs that would render inaccurate or misleading in any material respect any of the foregoing representations or warranties, the party making the representation shall immediately notify the other party thereof.

14. Assignment; Effect of Transfer.

Anything else in this Agreement to the contrary notwithstanding, a Party may freely transfer direct or indirect interests in the Properties or any portion thereof, without the necessity of any consent by the other Party. In the event a Party transfers or otherwise conveys its entire interest in a Property, the Party shall, as to the other Party, thereupon be released and discharged from any and all obligations in connection with such Property arising under this Agreement with respect to the period after the date of such transfer or conveyance, but shall remain liable for all obligations arising under this Agreement with respect to the period prior to such transfer or conveyance; and the transferee of such Property (including, without limitation, any transferee who acquires its interest by foreclosure, trustee's sale or otherwise, regardless of the terms of any promissory note, mortgage, or deed of trust agreement between the Party and any lender or trustee of a lender) shall assume all rights and obligations with respect to such Property under this Agreement with respect to the period of ownership by such transferee, including any ongoing breach that continues following the date of transfer, subject to the limitations of liability and other provisions of this Agreement.

15. Force Majeure.

If any Person is delayed or hindered in or prevented from the performance of any act required hereunder because of any event of Force Majeure, performance of such act shall be excused for the period of the Force Majeure event, and the period for the performance of such act shall be extended for an equivalent period.

16. Running with the Land.

It is the intent of the Parties that each and all of the easement, rights, obligations, covenants, conditions and restrictions set forth in this Agreement touch and concern and shall affect, relate to, and run with the land that comprises 235 Second and every portion thereof, and shall apply to and bind the respective successor Owners of 235 Second and every portion thereof, for the benefit of 235 Second and every portion thereof. The Easement is imposed on Parcel H as an equitable servitude in favor of 235 Second and constitutes a covenant running with the land pursuant to California Civil Code Section 1468 and other applicable law. The rights of Developer and the obligations of TJPA under this Agreement are an equitable servitude burdening Parcel H in favor of 235 Second and constitute a covenant running with the land pursuant to applicable law.

17. Notices.

A. Addresses for Notices. A notice or communication under this Agreement by either Party to the other shall be sufficiently given or delivered if personally delivered or

dispatched by registered or certified mail, postage prepaid, return receipt requested or reputable overnight courier service and addressed as follows:

To TJPA. In the case of a notice or communication to TJPA:

Transbay Joint Powers Authority
201 Mission Street, Suite 2100
San Francisco, CA 94105
Attn: Executive Director Mark Zabaneh
Telephone: (415) 597-4620

With a copy to:

Shute, Mihaly & Weinberger LLP
396 Hayes Street
San Francisco, CA 94102
Attn: Andrew W. Schwartz
Telephone: (415) 552-7272

To Developer. And in the case of a notice or communication sent to Developer:

Birmingham Development, LLC
50 Osgood Place, Ste. 340
San Francisco CA 94133
Attn: Rob Birmingham
Telephone: (415) 552-2025

With a copy to:

Reuben, Junius & Rose, LLP
One Bush Street, Suite 600
San Francisco, CA 94104
Attn: Kevin H. Rose

B. Contents of Notice. Every notice given to a Party hereto, under the terms of this Agreement, must state (or must be accompanied by a cover letter that states) substantially the following:

(i) the Section of this Agreement under which the notice is given and the action or response required, if any;

(ii) if applicable, the period of time within which the recipient of the notice must respond thereto;

C. Change of Address. Any mailing address may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days before the effective date of the change.

D. Effective Date of Notices. All notices under this Agreement shall be deemed given, received, made, or communicated on the date the notice is actually delivered to the office of the person to whom it is addressed or, if mailed or sent by overnight courier, on the delivery date or attempted delivery date shown on the return receipt. The effective time of a notice shall not be affected by the receipt, before receipt of the original, of a copy of the notice.

18. Estoppel Certificates.

Each Party, within ten (10) business days after written request of any other Party, shall issue to such other Party an estoppel certificate stating: (i) whether the Party to whom the request has been directed knows of any default under this Agreement, and if there are known defaults, specifying the nature thereof; (ii) whether, to the knowledge of the Party to whom the request has been directed, this Agreement has been modified or amended in any way, and if it has been so modified or amended, stating the nature of such modification or amendment; and (iii) whether to the knowledge of the Party to whom the request has been directed, this Agreement is in full force and effect as of the date of the estoppel certificate.

19. Effective Date.

The Easement under this Agreement shall become effective and binding upon the Parties, each of the Properties, and the Owners of all or any portion of each of the Properties and their respective successors, assigns and successors-in-interest to all or any portion of each of the Properties upon the execution and acknowledgement of this Agreement by both Parties and the recordation of this Agreement in the Official Records of the City and County of San Francisco at the Closing under Section 7.D (“**Effective Date**”). This Agreement shall be recorded at the Closing.

20. Severability.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction or under any circumstance shall as to such jurisdiction or circumstance be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction or under any other circumstances.

21. Non-Waiver.

Any waiver under this Agreement must be in writing and signed by the waiving party. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

22. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. TIPA and Developer agree that all actions or proceedings arising directly or indirectly under this Agreement shall be litigated in courts located within the County of San Francisco, State of California, and Developer and TIPA agree that any service of process in such action or proceeding may be made by personal service upon the other wherever the other may

then be located, or by certified or registered mail directed to the Party at the address set forth in this Agreement.

23. Attorneys' Fees.

If either Party fails to perform any of its respective obligations under this Agreement or if any dispute arises between the Parties 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 reasonable costs and expenses incurred by the other Party on account of such default or in enforcing or establishing its rights under this Agreement, including court costs and reasonable attorneys' fees and costs. Any such attorneys' fees and costs incurred by either Party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees and costs obligation is not to be merged into any such judgment. For purposes of this Agreement, the reasonable fees of attorneys for TJPA 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 TJPA's attorneys' services were rendered who practice in the City of San Francisco, notwithstanding TJPA's use of its own attorneys or the City Attorney.

24. No Third Party Beneficiaries or Duties.

This Agreement is for the exclusive benefit of the Parties and not for the benefit of any other Person (including any member of the public) and shall not be deemed to have conferred any rights, express or implied, upon any other Person. Nothing in this Agreement shall be deemed or constructed to create any duty or liability to any third party or to describe any standard of care owed to any third party.

25. Amendments.

This Agreement may be amended, extended, supplemented, changed, or revoked only by the written agreement of all Parties hereto, which amendment, extension, supplement change, or revocation shall be effective and binding upon the whole of the Properties upon the recordation of same in the Official Records of the City and County of San Francisco.

26. Entire Agreement.

This Agreement (including the Exhibits) contain the entire agreement between the Parties with respect to the subject matter of this Agreement and may not be contradicted by evidence of any prior or contemporaneous oral or written agreements or understandings. Any prior correspondence, memoranda, agreements, warranties or representations relating to such subject matter are superseded in total by this Agreement. No prior drafts of this Agreement or changes from those drafts to the executed version of this Agreement, shall be introduced as evidence in any litigation or other dispute resolution proceeding by either Party or any other person and no court or other body shall consider those drafts in interpreting this Agreement.

27. Interpretation of Agreement.

A. Exhibits. Whenever an “**Exhibit**” is referenced, it means an attachment to this Agreement unless otherwise specifically identified. All such Exhibits are incorporated herein by reference. In the event of any conflict or inconsistency between the exhibits and any of the provisions of this Agreement, the provisions of this Agreement shall prevail.

B. Captions. Whenever a section, article or paragraph is referenced, it refers to this Agreement unless otherwise specifically identified. The captions preceding the articles and sections of this Agreement have been inserted for convenience of reference only. Such captions shall not define or limit the scope or intent of any provision of this Agreement.

C. Words of Inclusion. The use of the term “including,” “such as” or words of similar import when following any general term, statement or matter shall not be construed to limit such term, statement or matter to the specific items or matters, whether or not language of non-limitation is used. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter.

D. References. Wherever reference is made to any provision, term or matter “in this Agreement,” “herein” or “hereof” or words of similar import, the reference shall be deemed to refer to any and all provisions of this Agreement reasonably related thereto in the context of such reference, unless such reference refers solely to a specific numbered or lettered Section or paragraph of this Agreement or any specific subdivision thereof.

E. Recitals. In the event of any conflict or inconsistency between the recitals and any of the remaining provisions of this Agreement, the remaining provisions of this Agreement shall prevail.

F. No Presumption against Drafter. This Agreement has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each Party has been represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purposes of the parties and this Agreement.

28. Relationship of the Parties.

The subject of this Agreement is a private development with neither Party acting as the agent of the other Party in any respect. None of the provisions in this Agreement shall be deemed to render TJPA a partner in Developer’s business, or joint venturer or member in any joint enterprise with Developer.

29. Compliance with Laws.

Developer and its respective agents and representatives shall conduct all activities within the Easement Areas in a safe, prudent, and professional manner in accordance with commercial reasonable construction and maintenance practices. Developer its respective agents and

representatives shall, with respect to any work within the Easement Areas, promptly comply with (a) all laws, statutes, ordinances, codes, rules, regulations, requirements, or orders or municipal, state, and federal authorities now in force or that may later be in force, including, but not limited to, Environmental Laws (as defined below) and those relating to the generation, use, storage, handling, treatment, transportation, or disposal of Hazardous Materials (as defined below); (b) the condition of any permit, occupancy certificate, license, or other approval issued by public officers; and (c) with any liens, encumbrances, easement, covenants, conditions, restrictions, and servitudes (if any) of record, or of which Developer has notice.

“Environmental Laws” means all federal, state, and local laws, regulations, and ordinances governing hazardous waste, wastewater discharges, drinking water, air emissions, Hazardous Material Environmental Release or reporting requirements, Hazardous Material use or storage, and employee or community right-to-know requirements related to the work being performed under this Agreement.

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

30. Conflicts of Interest.

Through its execution of this Agreement, Developer acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of the City’s Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said provision, and agrees that if Developer becomes aware of any such fact during the term of this Agreement, Developer shall promptly notify TJPA.

31. Notification of Limitations on Contributions.

Through its execution of this Agreement, Developer acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City or TJPA for the selling or leasing of any land or building to or from the City or TJPA, whenever such transaction would require approval by a board on which a City elective officer or member of TJPA Board sits, from making any campaign contribution to the City elective officer or a member of TJPA Board at any time from the

commencement of negotiations for such contract until either (i) the termination of negotiations for such contract, or (ii) three (3) months has elapsed from the date the contract is approved by the City or TJPA. San Francisco Ethics Commission Regulation 1.126-1 provides that negotiations are commenced when a prospective contractor first communicates with a City elective officer or a member of TJPA Board about the possibility of obtaining a specific contract. This communication may occur in person, by telephone or in writing, and may be initiated by the prospective contractor or a City elective officer or a TJPA Board member. Negotiations are completed when a contract is finalized and signed by the City or TJPA (or both) and the contractor. Negotiations are terminated when City or TJPA or the prospective contractor end the negotiation process before a final decision is made to award the contract.

32. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but any number of which, taken together, shall constitute one and the same instrument.

[signatures next page]

IN WITNESS WHEREOF, this Agreement has been executed by Developer and TJPA as of the day and year first above written.

By: 

DEVELOPER:

Name: Rob Birmingham
Its: President

TJPA:

Dated: _____

By: _____

Name: Mark Zabaneh

Its: Executive Director

APPROVED AS TO FORM:

By: 
Counsel for TJPA

Chicago Title Insurance Company agrees to act as Escrow Agent in accordance with the terms of this Agreement and to act as the “reporting person” for the transaction pursuant to Section 6045(e) of the Federal Tax Code and the regulations promulgated thereunder. Chicago Title Insurance Company’s failure to execute below shall not invalidate this Agreement between TJPA and Buyer.

ESCROW AGENT:

CHICAGO TITLE INSURANCE COMPANY

By: _____

Its: _____

Date: _____

ACKNOWLEDGMENT

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

State of California)

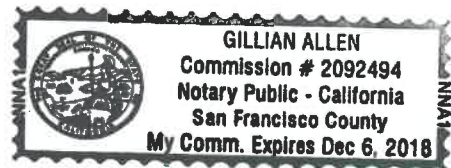
County of San Francisco

On November 3, 2017, before me, Gillian Allen, Notary Public personally appeared Robert Patrick Birmingham, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



ACKNOWLEDGMENT

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

State of _____)

County of _____)

On _____, 2017, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

AIR RIGHTS EASEMENT AGREEMENT

LIST OF EXHIBITS

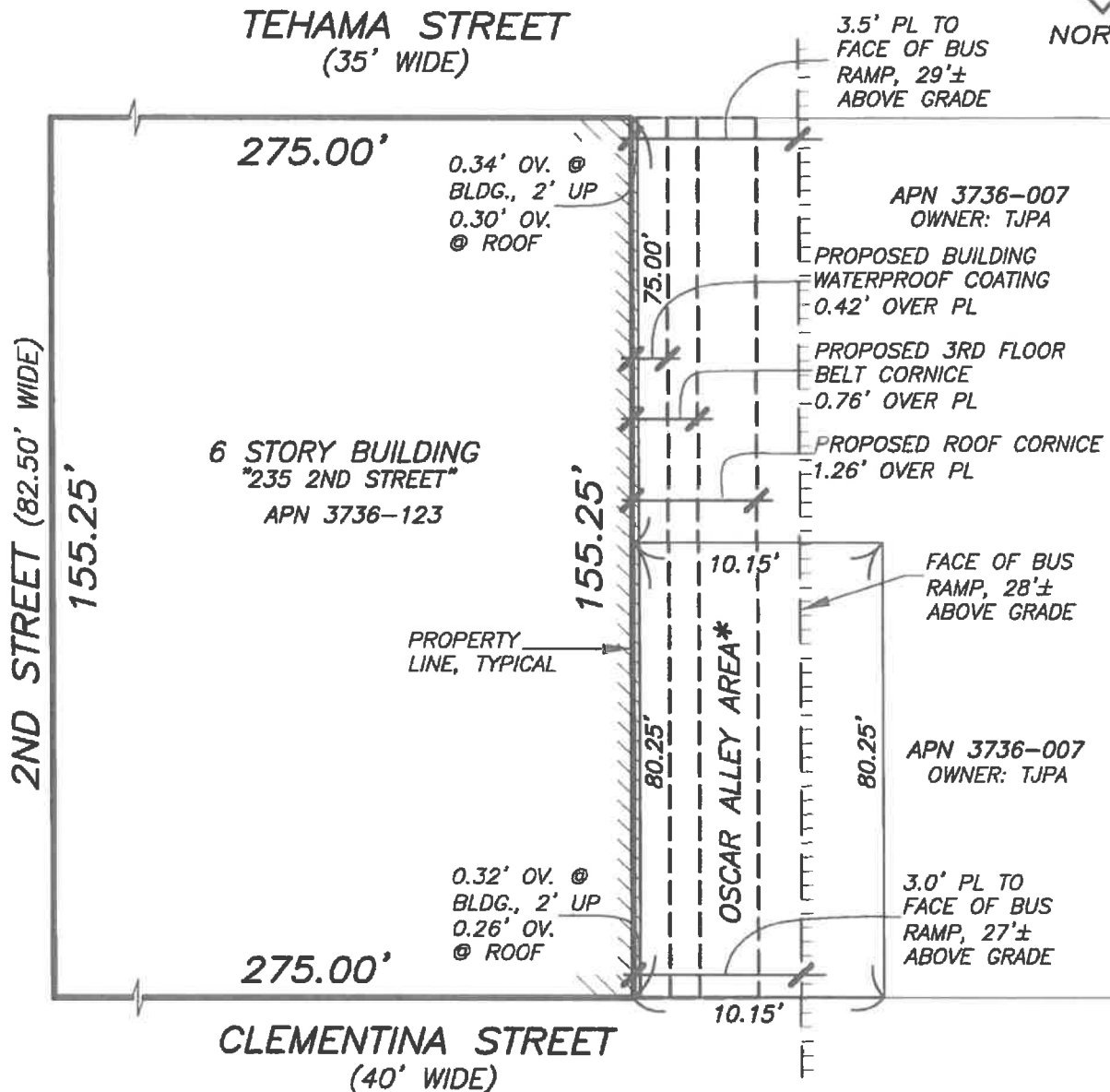
<u>Exhibit A-1</u>	Premises Diagram and Easement Area
<u>Exhibit A-2</u>	Legal Description of Oscar Alley Area
<u>Exhibit B</u>	Preliminary Title Report for Parcel H
<u>Exhibit C</u>	Diagram of Façade
<u>Exhibit D</u>	Diagram of Façade and Bus Ramp Section

EXHIBIT A-1

PREMISES DIAGRAM AND EASEMENT AREA

[see attached]

EXHIBIT A-1



LEGEND

- APN ASSESSOR'S PARCEL NUMBER
- OV. OVER PROPERTY LINE
- BLDG. BUILDING
- PL PROPERTY LINE
- ////// EXISTING BUILDING LINE
- ||||| EXISTING BUS RAMP

GENERAL NOTES

1. DETAILS NEAR PROPERTY LINES ARE NOT TO SCALE.
2. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
3. ALL PROPERTY LINE ANGLES ARE 90 DEGREES UNLESS NOTED OTHERWISE.
4. ALL HORIZONTAL DIMENSIONS ARE SHOWN FROM PROPERTY LINE.

*TJPA CONTENDS THAT IT HAS TITLE TO THE AREA SHOWN AS "OSCAR ALLEY AREA" AND INTENDS TO FILE A McENERNEY ACTION TO ESTABLISH ITS TITLE.

ASSESSOR'S BLOCK 3736
SAN FRANCISCO, CA.

BY JP CHKD. BR DATE 10-30-17 SCALE NONE SHEET 1 OF 1 JOB NO. S-9482

MARTIN M. RON ASSOCIATES, INC.
LAND SURVEYORS

859 HARRISON STREET
SAN FRANCISCO, CA. 94107
(415) 543-4500
S-9482 PLAT.dwg

EXHIBIT A-2

LEGAL DESCRIPTION OF OSCAR ALLEY AREA

[see attached]

EXHIBIT A-2

LEGAL DESCRIPTION
"OSCAR ALLEY AREA"

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

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF CLEMENTINA STREET
(40.00 FEET WIDE), DISTANT THEREON 275.00 FEET NORTHEASTERLY FROM THE
NORTHEASTERLY LINE OF 2ND STREET (82.50 FEET WIDE); THENCE NORTHEASTERLY
ALONG SAID LINE OF CLEMENTINA STREET 10.15 FEET TO THE SOUTHWESTERLY LINE
OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED FROM C.E. DORAN &
WIFE TO THE STATE OF CALIFORNIA RECORDED MARCH 28, 1938 IN BOOK 3274,
PAGE 131, OFFICIAL RECORDS; THENCE AT A RIGHT ANGLE NORTHWESTERLY 80.25
FEET TO A POINT THAT IS PERPENDICULARLY DISTANT 75.00 FEET SOUTHEASTERLY
FROM THE SOUTHEASTERLY LINE OF TEHAMA STREET (35.00 FEET WIDE), SAID
POINT BEING ON THE SOUTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND
DESCRIBED IN THE DEED FROM C. DRISCOLL, AS GUARDIAN TO THE STATE OF
CALIFORNIA RECORDED JUNE 15, 1937 IN BOOK 3153, PAGE 195, OFFICIAL
RECORDS; THENCE AT A RIGHT ANGLE SOUTHWESTERLY, PARALLEL WITH SAID LINE
OF TEHAMA STREET, 10.15 FEET TO A POINT THAT IS PERPENDICULARLY DISTANT
275.00 FEET NORTHEASTERLY FROM SAID NORTHEASTERLY LINE OF 2ND STREET;
THENCE AT A RIGHT ANGLE SOUTHEASTERLY 80.25 FEET TO THE POINT OF
BEGINNING.

BEING A PORTION OF 100 VARA LOTS 47 AND 56 IN BLOCK 348.



EXHIBIT B

PRELIMINARY TITLE REPORT FOR PARCEL H

[see attached]



PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Chicago Title Insurance Company, a Nebraska corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Chicago Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent



Visit Us on our Website: www.ctic.com



ISSUING OFFICE: 2150 John Glenn Drive, Suite 400, Concord, CA 94520

FOR SETTLEMENT INQUIRIES, CONTACT:

Chicago Title Company
455 Market Street, Suite 2100 • San Francisco, CA 94105
(415)788-0871 • FAX (415)896-9427

***Another Prompt Delivery From Chicago Title Company Title Department
Where Local Experience And Expertise Make A Difference***

PRELIMINARY REPORT

Amendment - A

Title Officer: Jeff Martin
Title No.: FWPN-TO15001420-JM

Escrow Officer: Terina Kung
E-Mail: Terina.Kung@ctt.com
Escrow No.: 160351164

TO: Chicago Title Company
455 Market Street, Suite 2100
San Francisco, CA 94105
Attn: Terina Kung

PROPERTY ADDRESS(ES): Lot 007, Block 3736 on Clementina Street, San Francisco, CA

EFFECTIVE DATE: November 5, 2015 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Transbay Joint Powers Authority, a joint powers agency created under California Government Code Section 6500 et seq

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): Lot 007, Block 3736

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

All those parcels of land conveyed to the State of California by instruments recorded as follows:

State Parcel No.	Recording Date	Volume	Page
363	March 4, 1937	3081	414
364	July 25, 1936	2976	446
365	March 28, 1938	3274	131
366	June 15, 1937	3153	195
367	May 20, 1937	3114	333

Together with a portion of each of the parcels of land conveyed to the State of California by instruments recorded as follows:

State Parcel No.	Recording Date	Volume	Page
54	April 30, 1935	2785	82
55	April 21, 1934	2628	395
57	July 27, 1935	2820	101
58	January 22, 1935	2741	206
59	November 21, 1933	2565	416
60	December 22, 1934	2729	267
60A	December 22, 1934	2729	261
362	March 31, 1937	3102	340

all of Official Records of the City and County of San Francisco and lying northwesterly and westerly of the following described line:

Beginning at the intersection of the southwesterly line of First Street (82.50 feet wide) and a line parallel with and distant 105.51 feet northwesterly, measured at right angles, from the southeasterly line of Clementina Street (40.00 feet wide); thence along said parallel line South 45° 07' 55" West, 221.99 feet; thence from a tangent that bears South 45° 08' 51" West, along a curve to the left with a radius of 296.75 feet, through an angle of 90° 00' 16", an arc distance of 466.16 feet; thence South 44° 51' 25" East, 395.53 feet; thence southeasterly along a tangent curve to the left with a radius of 1086.13 feet, through an angle of 10° 40' 12", an arc distance of 202.27 feet to the northwesterly line of Harrison Street (82.50 feet wide) and being the terminus of the described line.

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 1016
Tax Identification No.: Block 3736, Lot 007
Fiscal Year: 2015-2016
1st Installment: \$2,098.94 Open
2nd Installment: \$2,098.94 Open
Land: \$0.00
Improvements: \$0.00
Personal Property: \$0.00
Bill No.: 126639

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

CFD No: 90 1
For: School Facility Repair and Maintenance

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

Further information may be obtained by contacting:

Chief Financial Officer
San Francisco Unified School District
135 Van Ness Ave. - Room 300
San Francisco, CA 94102
Phone (415) 241-6542

EXCEPTIONS
(continued)

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

CFD No: 2014-1
For: Transbay Transit Center

Disclosed by:

Map, "Proposed Boundaries of City and County of San Francisco Community Facilities District No. 2014-1 (Transbay Transit Center)"

Recording Date: July 29, 2014
Recording No.: Book 1 of Maps of Assessment and Community Facilities Districts, Page 5

And,

Notice of Special Tax Lien, City and County of San Francisco, Community Facilities District No. 2014-1 (Transbay Transit Center)

Recording Date: January 22, 2015, as Instrument No. 2015-K010238-00 of Official Records

This property, along with all other parcels in the CFD, is liable for an annual special tax. This special tax is included with and payable with the general property taxes of the City of San Francisco, County of San Francisco.

The tax may not be prepaid.

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

CFD No: GTR RINCON HILL CBD
For: Greater Rincon Hill Community Benefit District

Disclosed by:

Map, "Proposed Boundaries Greater Rincon Hill Community Benefit District"

Recording Date: June 16, 2015
Recording No.: Book 1 of Maps of Assessment and Community Facilities Districts, Pages 79-81, inclusive

The tax may not be prepaid.

5. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
6. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

EXCEPTIONS
(continued)

7. The fact that said land is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the redevelopment plan) as disclosed by a document.

Redevelopment

Agency: Transbay Project Area

Recorded: August 4, 2006, Instrument No. 2006-I224836, of Official Records

"Declaration of Restrictions" thereunder, recorded August 4, 2006, Instrument No. 2006-I224839, Official Records.

"Statement of Eminent Domain Limitations" thereunder, recorded December 31, 2007, Instrument No. 2007-I512986, Official Records.

8. Matters as shown on that certain Map/Plat

Entitled: Record of Survey No. 6428

Recording Date: May 31, 2012

Recording No.: EE of Survey Maps, Pages 19-27, inclusive

Reference is hereby made to said document for full particulars.

9. Absence of a Valid Decree under the McEnerney Act, so-called, as to various small portions of the premises by reason of surplus in Block as disclosed by record and State Highway Survey.

10. Covenants and Conditions as contained in the unrecorded instrument entitled "Agreement" by and between Birmingham Development, LLC and California Department of Transportation, dated June 14, 2001, which among other things provides for : layer of waterproofing to encroach onto the property; remove all flashing attached from the building's eastern wall to the Transbay Terminal Bus Ramp and an encroachment of brick facade onto the property.

Reference is hereby made to said document for full particulars.

11. The ownership of said Land does not include rights of access to or from the street, highway, or freeway abutting said Land, such rights having been relinquished by the document,

Recording Date: August 9, 2010

Recording No.: 2010-J017204-00, of Official Records

Affects: Those areas adjacent to State freeway.

EXCEPTIONS
(continued)

12. Matters contained in that certain document

Entitled: Director's Deed
Dated: August 5, 2010
Executed by: The State of California-Department of Transportation and between Transbay Joint Powers Authority, a joint powers agency created under California Government Code 6500
Recording Date: August 9, 2010
Recording No.: 2010-J017204, of Official Records
Which document, among other things, contains or provides for: Conditional termination of fee simple estate and reversion to State property under the Power of Termination provision as defined in California Civil Code 885.10.

Reference is hereby made to said document for full particulars.

13. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,

Job No.: 2007-001
Dated: May 3, 2010
Prepared by: Bureau of Street Use and Mapping Department of Public Works

A. Encroachments of the improvements situated on said land into or onto Clementina Street:
i. Concrete columns, 1.3'-5.1' over

B. Encroachments of guard posts and a chain link fence into or onto Assessor's Parcel No. 3736-074 by 0.1'-2.6' over

C. Encroachment of a concrete wall situated on Assessor's Parcel No. 3736-075 into or onto said land, by 0.1' over

D. Encroachment of the water proofing of the building lying to southwest (3736-123) onto the premises corbels of bus ramps.

E. Boundary as resolved shows a gap of 0.25' between the subject property and properties adjacent to the Northwest

F. Boundary as resolved shows various gaps and overlaps within the interior of the premises

G. Encroachment of the wall by 0.3' over situated on Assessor's Parcel No. 3736-076 into or onto said land.

H. Unknown pullbox lies on State Parcel 365.

I. Unknown Utility lies on State Parcel 367.

14. Matters as shown on that certain map/plat entitled, PARCEL MAP 3812

Recording Date: August 2, 2013
Recording No.: Book 48 of Parcel Maps, Pages 149-150, inclusive

Reference is hereby made to said document for full particulars.

EXCEPTIONS
(continued)

15. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

16. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

17. Any claims for mechanics' or materialman's liens that may be recorded by reason of a recent work of improvement under construction and/or completed at the date hereof.

18. Furnish for recordation a valid Notice of Completion.

19. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(ies): Transbay Joint Powers Authority, a joint powers agency created under California Government Code Section 6500 et seq

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

20. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

21. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

END OF EXCEPTIONS

NOTES

- Note 1.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- Note 2.** Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.
- Note 3.** Effective December 17, 2010, as mandated through local ordinance, the transfer tax rates are as follows:

More than \$100 but Less than or Equal to \$250,000 at \$2.50 for each \$500 (\$5.00 per thousand)
More than \$250,000 but Less than \$1,000,000 at \$3.40 for each \$500 (\$6.80 per thousand)
\$1,000,000 or More but Less than \$5,000,000 at \$3.75 for each \$500 (\$7.50 per thousand)
\$5,000,000 or More but Less than \$10,000,000 at \$10.00 for each \$500 (\$20.00 per thousand)
\$10,000,000.00 or More at \$12.50 for each \$500 or portion thereof (\$25.00 per thousand)
- NOTE: These rates are for documents recorded on or after December 17, 2010, regardless of when the instrument was executed.
- Note 4.** If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 5.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.
- Note 6.** Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

END OF NOTES

FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Effective: May 1, 2015

Order No.: FWPN-TO15001420-

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

How Information is Collected

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website

and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the [Third Party Opt Out](#) section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the [Third Party Opt Out](#) section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of certain online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

Use of Personal Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for

any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information From Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices With Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

FNF Compliance with California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer for fulfilling a service to that mortgage loan servicer. For example, you may access CCN to complete a transaction with your mortgage loan servicer. During this transaction, the information which we may collect on behalf of the mortgage loan servicer is as follows:

- First and Last Name
- Property Address
- User Name
- Password
- Loan Number
- Social Security Number - masked upon entry
- Email Address
- Three Security Questions and Answers
- IP Address

The information you submit is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application.

All sections of the FNF Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Personal Information and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

No Representations or Warranties

By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial, Inc. including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

Your Consent To This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
privacy@fnf.com

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EFFECTIVE AS OF: MAY 1, 2015

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**ATTACHMENT ONE
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)**

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

**ATTACHMENT ONE
(CONTINUED)**

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

**ATTACHMENT ONE
(CONTINUED)**

**AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- land use
- improvements on the land
- land division
- environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at policy date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- a notice of exercising the right appears in the public records on the Policy Date
- the taking happened prior to the Policy Date and is binding on you if you bought the land without knowledge of the taking

3. Title Risks:

- that are created, allowed, or agreed to by you
- that are known to you, but not to us, on the Policy Date-unless they appeared in the public records
- that result in no loss to you
- that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- to any land outside the area specifically described and referred to in Item 3 of Schedule A
- or
- in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

**ATTACHMENT ONE
(CONTINUED)**

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC – Chicago Title Company
CLTC – Commonwealth Land Title Company
FNTC – Fidelity National Title Company
FNTCCA – Fidelity National Title Company of California
TICOR – Ticor Title Company of California
LTC – Lawyer's Title Company

Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company

Available Discounts

CREDIT FOR PRELIMINARY TITLE REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC, FNTIC)

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within twelve (12) to thirty-six (36) months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be thirty-two percent (32%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

lots 1,2,3A,4&115 into lot 121 for 2002 roll
 lots 6 to 62 & 64 to 67 into lot 123 for 2002 roll
 lots 36 & 37 into lot 122 for 2005 roll
 lots 17 into lots 156 to 158 for 2005 roll
 lot 122 into lots 159 to 176 for 2006 roll
 lot 119 into lots 124 to 155 for 2008 roll
 lot 157 into lots 177 to 182 for 2008 roll

lot 74/77 into lots 189&190 for 2014 roll
 lot 78A into lots 189&190 for 2014 roll

LOTS MERGED

Lot 8 merged into Lot 8
 Lot 11 merged into Lot 11
 Lot 12 merged into Lot 12
 Lot 13 merged into Lot 13
 Lot 14 merged into Lot 14
 Lot 15 merged into Lot 15
 Lot 16 merged into Lot 16
 Lot 17 merged into Lot 17
 Lot 18 merged into Lot 18
 Lot 19 merged into Lot 19
 Lot 20 merged into Lot 20
 Lot 21 merged into Lot 21
 Lot 22 merged into Lot 22
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 Lot 199 merged into Lot 199
 Lot 200 merged into Lot 200

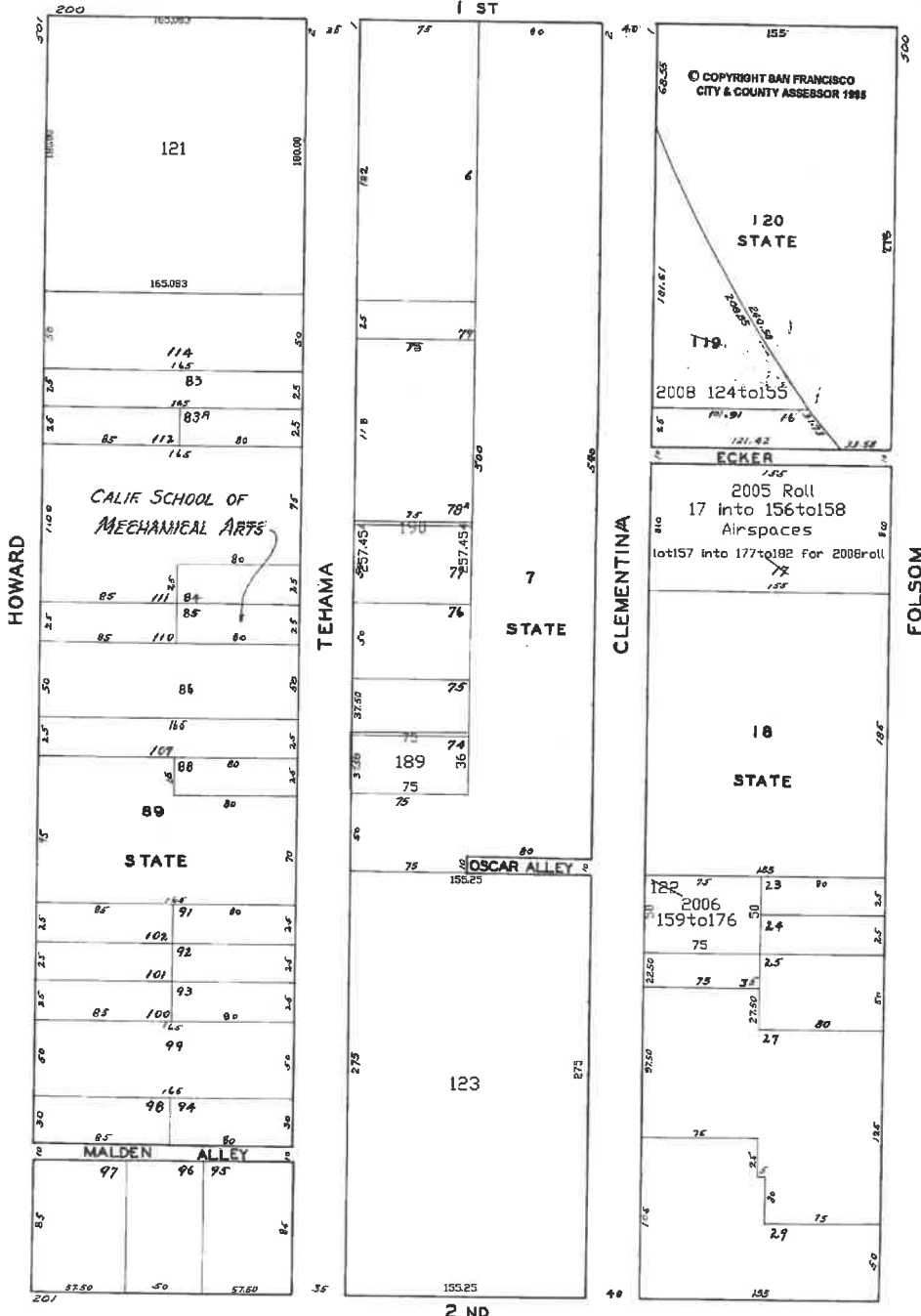
Lot 87 merged into lot 107 - 1919
 Lot 88 merged into lot 108 - 1930
 Lot 89 merged into lot 109 - 1930
 Lot 90 merged into lot 110 - 1936
 Lot 91 merged into lot 111 - 1936
 Lot 92 merged into lot 112 - 1936
 Lot 93 merged into lot 113 - 1941

Lots 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200 merged into Lot 179 - 2008

3736

100 VARA BLK.348

REVISED 159
 Revised 2002
 Revised 2005
 Revised 2007
 Revised 2008
 Revised 2014



69 CLEMENTINA ST. A CONDOMINIUM

LOT	UNIT	% COMM. AREA
159	201	6.6
160	202	4.5
161	203	2.9
162	301	7.2
163	302	4.2
164	303	3.2
165	401	7.2
166	402	4.2
167	403	3.2
168	501	7.0
169	502	4.2
170	503	3.2
171	601	6.9
172	602	7.9
173	601	8.0
174	802	8.1
175	803	5.9
176	804	5.6

19 CLEMENTINA ST. A CONDOMINIUM

LOT	UNIT	% COMM. AREA
124	101	1.52
125	102	2.42
126	103	2.31
127	104	2.25
128	105	2.30
129	106	2.11
130	107	2.59
131	108	1.84
132	201	3.04
133	202	3.93
134	203	3.73
135	204	3.43
136	205	3.35
137	206	2.99
138	207	3.74
139	208	2.67
140	301	3.74
141	302	3.99
142	303	3.79
143	304	3.50
144	305	3.41
145	306	3.05
146	307	3.74
147	308	2.67
148	401	3.74
149	402	3.99
150	403	3.79
151	404	3.50
152	405	3.41
153	406	3.05
154	407	3.74
155	408	2.67

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

EXHIBIT C

DIAGRAM OF FAÇADE

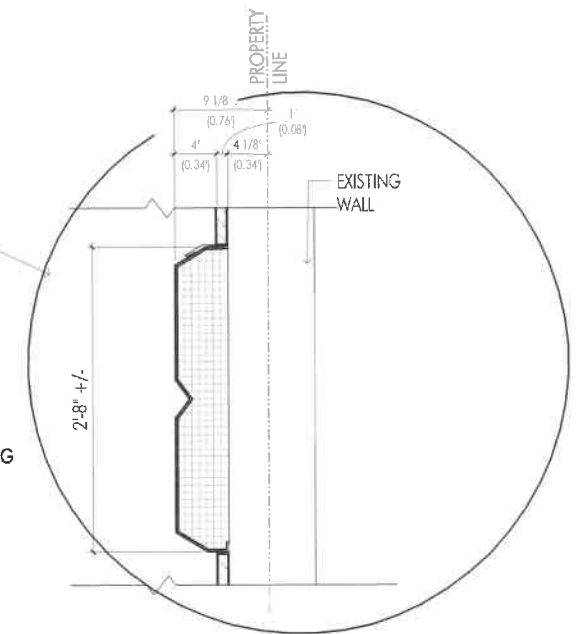
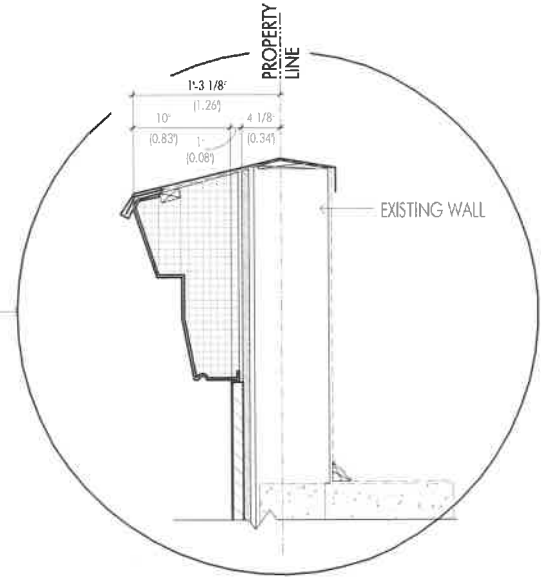
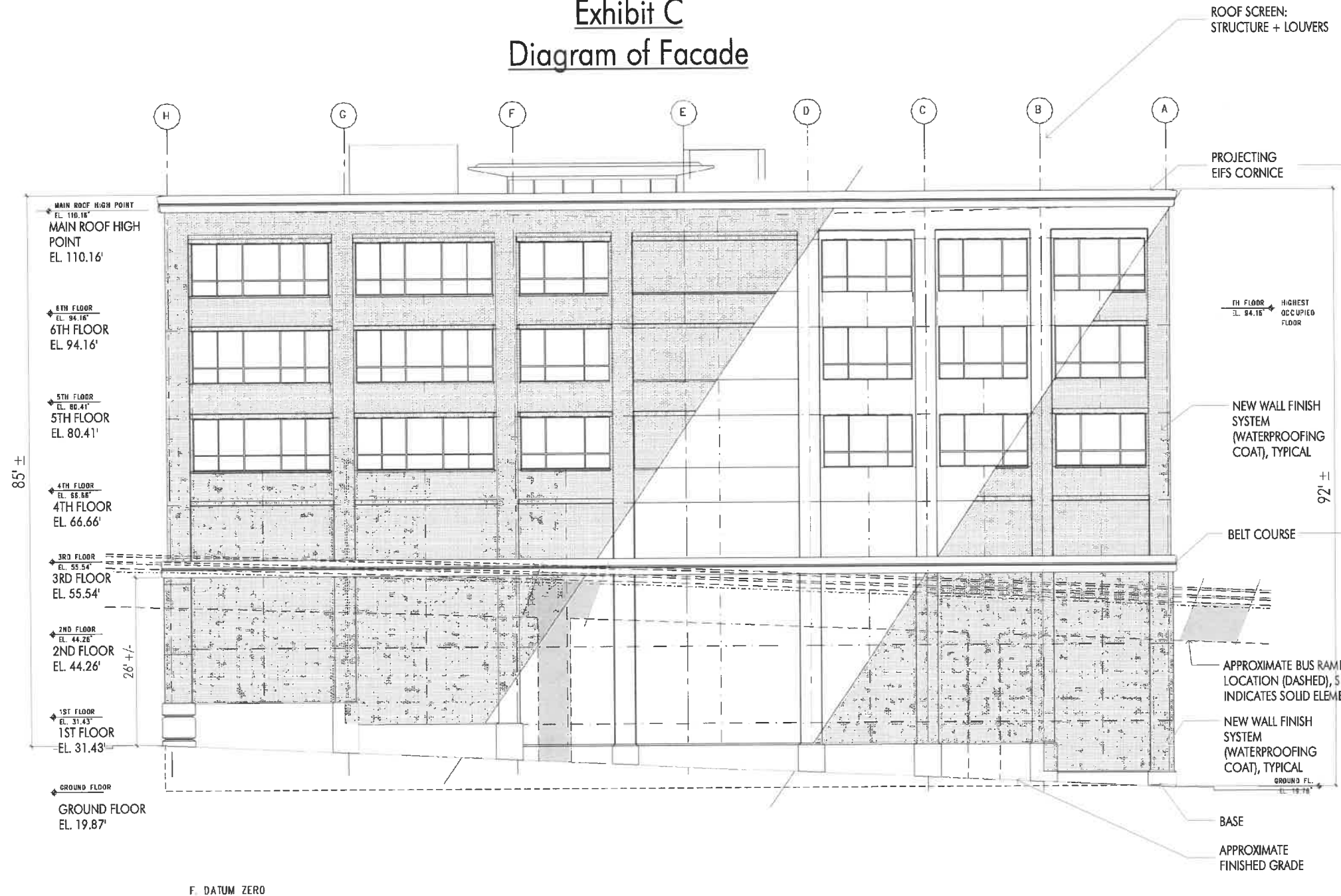
[see attached]

EXHIBIT D

DIAGRAM OF FAÇADE AND BUS RAMP SECTION

[see attached]

Exhibit C Diagram of Facade

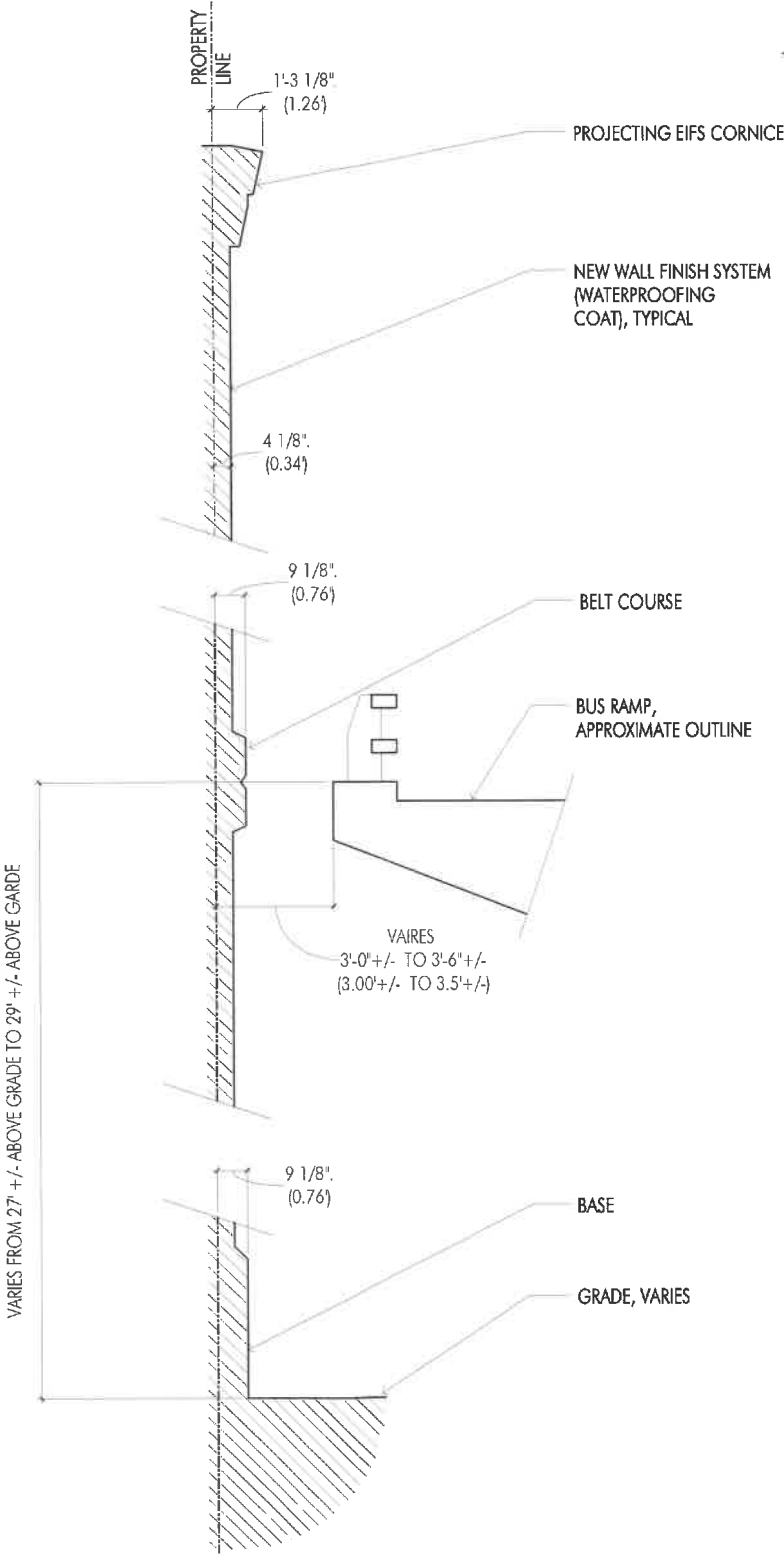


NOTE:
PROPERTY LINE INFORMATION IS BASED ON
DIAGRAM ENTITLED "ENCROACHMENT AGREEMENT -
ASSESSOR'S BLOCK 3736" BY: MARTIN RON ASSOC.
, INC. LAND SURVEYORS, DATED: 10-11-17, SHEET 1
OF 1, S-9482

1 EAST ELEVATION
1/8" = 1'-0"

Exhibit D

Diagram of Facade & Bus Ramp Section



NOTE:
 PROPERTY LINE INFORMATION IS BASED ON
 DIAGRAM ENTITLED "ENCROACHMENT AGREEMENT -
 ASSESSOR'S BLOCK 3736" BY: MARTIN RON ASSOC.
 , INC. LAND SURVEYORS, DATED: 10-11-17, SHEET 1
 OF 1, S-9482