

**PARTIAL RELEASE OF
AGREEMENT FOR QUITCLAIM OF INTEREST IN 568 HOWARD STREET**

The parties to this Partial Release of Agreement for Quitclaim of Interest in 568 Howard Street (this “**Partial Release**”) are the Transbay Joint Powers Authority, a joint powers agency created under California Government Code Sections 6500 et seq. (“**TJPA**”), and the Metropolitan Transportation Commission, an agency created pursuant to California Government Code Sections 66500 et seq. (“**MTC**”) (collectively, “**Parties**”).

RECITALS

A. The TJPA required acquisition of Assessor’s Block 3721, Lot 020 in San Francisco, California, also known as 568 Howard Street (“**Property**”) for construction of the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Plan Project (“**Transbay Project**”); and

B. In 2008, under Regional Measure 2, Allocation No. 22.1-7, Allocation Instruction No. 08365110, MTC provided \$2,313,640.59 to the TJPA for the acquisition of the Property; and

C. As a condition of providing the funding, the Parties entered into that certain Agreement for Quitclaim of Interest in 568 Howard Street dated as of January 4, 2011 (“**Quitclaim Agreement**”); and

D. Pursuant to the Quitclaim Agreement, the TJPA deposited a Quitclaim Deed for the Property into an escrow account held by the Escrow Officer (“**Master Escrow**”), to be recorded only on the satisfaction of the terms and conditions of the Quitclaim Agreement; and

E. At completion of the bus ramp component of the Transbay Project, the TJPA will no longer require the fee interest in a portion of the Property for Transbay Project purposes (“**Surplus Portion of 568 Howard**”), the area of which is described in Exhibit A attached hereto. Thus, the TJPA intends to sell the Surplus Portion of 568 Howard, in aggregation with other parcels owned by the TJPA and no longer required for Transbay Project purposes (collectively, “**Parcel F**”). This Partial Release is required to sell the Surplus Portion of 568 Howard without encumbrance related to the Quitclaim Agreement; and

F. Under the TJPA’s 2015 interim financing with Goldman Sachs Bank USA and Wells Fargo Securities LLC (“**Interim Financing**”), the TJPA deposited \$124,592,000 into the trust account set up for land sales proceeds to pay for capital costs associated with construction of the Transbay Project, as further described in Section 1 hereof (“**Trust Account**”).

G. At the closing of the sale of Parcel F by the TJPA to a third-party buyer, the TJPA will direct the land sale proceeds in the manner required by the TJPA’s Interim Financing. After satisfaction of all of TJPA’s obligations under the Interim Financing, the TJPA will deposit into the Trust Account all land sale proceeds from Parcel F in excess of the \$124,592,000 that the TJPA already deposited into the Trust Account.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows (initially capitalized terms are as defined in the Quitclaim Agreement, unless otherwise noted):

1) At the closing of the sale of Parcel F by the TJPA to a third-party buyer (“**Parcel F Closing**”), the TJPA shall direct the land sale proceeds from the sale of the property (“**Parcel F Proceeds**”) in the manner required by the TJPA’s Interim Financing. After satisfaction of all of TJPA’s obligations under the Interim Financing, the TJPA will deposit all Parcel F Proceeds in excess of \$124,592,000 into the Trust Account established under that certain Cooperative Agreement among the TJPA, State of California, acting by and through its Department of Transportation, and the City and County of San Francisco, effective July 11, 2003 (“**Cooperative Agreement**”), which funds shall only be used for paying Capital Costs (as that term is defined in the Cooperative Agreement) associated with the Transbay Project.

2) At the Parcel F Closing, the TJPA shall also deposit through the Escrow Officer into the Master Escrow Account a quitclaim deed for the portion of 568 Howard other than the Surplus Portion of 568 Howard (“**Remainder Portion of 568 Howard**”) in the form required by the Quitclaim Agreement. The TJPA shall provide the quitclaim deed for the Remainder Portion of 568 Howard to MTC for its review and approval before depositing the quitclaim deed in the Master Escrow Account.

3) Upon the TJPA’s deposit of the Parcel F Proceeds and the quitclaim deed for the Remainder Portion of 568 Howard in the Master Escrow Account, the TJPA’s obligations and duties under the Quitclaim Agreement as to the Surplus Portion of 568 Howard shall be fully released, including without limitation, any obligation of the TJPA to convey to MTC any or all of the Surplus Portion of 568 Howard upon the occurrence of a Triggering Event (which is defined in the Agreement as either (a) the TJPA abandons the Transbay Project by a vote of its Board of Directors prior to commencement of “actual passenger bus service,” as that term is described in Exhibit B to the Cooperative Agreement, or (b) the State of California files written notice of intent to exercise its power of termination to take title to the Transbay Terminal building for failure to construct a facility by the “Project Completion Date,” as set forth in the Cooperative Agreement).

4) Upon receipt from the TJPA of the Parcel F Proceeds and the quitclaim deed for the Remainder Portion of 568 Howard, the Escrow Officer’s obligations under the Quitclaim Agreement and the Master Escrow Instructions as to the Surplus Portion of 568 Howard to hold the previously-deposited Quitclaim Deed in the Master Escrow Account shall be fully released. The Escrow Officer shall destroy the previously-deposited Quitclaim Deed (and provided evidence of such destruction to the TJPA).

5) The foregoing provisions shall be binding on the TJPA and its successors and assigns, and inure to the benefit of MTC and its respective successors and assigns.

6) Except to the extent specifically amended by this Partial Release, the Quitclaim Agreement shall remain in full force and effect and unmodified. For the avoidance of doubt, the TJPA’s obligations under the Quitclaim Agreement as to the Remainder Portion of 568 Howard shall remain unaffected by this Partial Release.

7) This Partial Release may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile or electronic mail transmission.

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Partial Release as of _____, 2015.

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

By: _____
Maria Ayerdi-Kaplan
Executive Director

Approved as to form

By: _____
Legal Counsel

Metropolitan Transportation Commission, an agency created
pursuant to Government Code Sections 66500 et seq.

By: _____
Steve Heminger
Executive Director

Approved as to form

By: _____
Adrienne Weil
General Counsel

ESCROW INSTRUCTIONS RECEIVED, READ AND APPROVED.

CHICAGO TITLE COMPANY

By: _____

Name: _____

Its: Escrow Officer

Date: _____

EXHIBIT A

Legal Description of Surplus Portion of 568 Howard

[see attached]

[LEGAL DESCRIPTION TO BE INSERTED HERE]