

STAFF REPORT FOR CALENDAR ITEM NO.: 17
FOR THE MEETING OF: September 10, 2015

TRANSBAY JOINT POWERS AUTHORITY

BRIEF DESCRIPTION:

Authorizing the Executive Director to sign and execute the Block 5 Easement Agreement and Declaration of Covenants (“Easement Agreement”) and the Agreement Re Temporary License for Use of Parcel M3 (“License Agreement”) in substantially the form as provided in the Block 5 Owner Participation/Disposition and Development Agreement (“OP/DDA”) that was entered into by the Office of Community Investment and Infrastructure (“OCII”) and MA West LLC (“MA West”), the developer of the TJPA’s Block 5 property. The TJPA’s execution of these agreements is a condition of closing on the sale of the western portion of Block 5, known as Parcel N1, anticipated to occur on September 17, 2015, which will provide \$172,500,000 to the TJPA for construction of the Transbay Transit Center. The agreements provide MA West with certain rights in portions of Block 5 and other property in the same block retained by the TJPA (described in more detail below and shown in the attached diagram), including rights to provide required public open space and streetscape improvements, to access the office tower to be constructed on Parcel N1, and to temporarily store the Art Deco structure presently on the corner of Howard and Beale Street (“Pavilion”).

EXPLANATION:

Block 5 is within the block bounded by Howard, Beale, Main, and Mission Streets, and is comprised of portions of Assessor’s Block 3718, Lots 025 and 027, which are owned by the TJPA, commonly known as Parcels N1 and M1. Between Lots 025 and 027 is 201 Mission, a privately owned parcel developed with an office tower. The TJPA has been using Block 5 for staging for construction of the Transit Center. Parcel N1 is the western portion of Block 5 that will be developed with a highrise office building; Parcel M1 (the eastern portion of Block 5, at Howard and Main) and Parcel N3 (north of Parcel N1, at Mission and Beale) will serve as open space for the office development on Parcel N1.

Block 5 is within Zone One of the Transbay Redevelopment Project Area as defined in the Redevelopment Plan (“Redevelopment Plan”), which was approved by the San Francisco Board of Supervisors (“Board of Supervisors”) in 2005 and amended thereafter (“Redevelopment Plan”). The Redevelopment Plan contemplates development of an office tower on Parcel N1.

Under the 2008 Option Agreement for the Purchase and Sale of Real Property, OCII holds an option to sell certain properties owned by TJPA for development consistent with the Redevelopment Plan, with the proceeds from the sale and future net tax increment pledged to the construction of the Transit Center project.

In April, 2014, OCII issued a Request for Proposals (“RFP”) for design and development of an office tower and public open space on Block 5. The RFP provided that Parcel N1 would be sold as the office tower development site, and the public open space would be developed primarily on

Parcels M1 and N3, which would be retained in TJPA ownership. MA West submitted a bid of \$172,5000 and was selected by OCII for exclusive negotiations. On June 16, 2015, OCII and MA West entered into the Block 5 OP/DDA, which, consistent with the Block 5 RFP, calls for the development of an office tower on Block 5 (“Block 5 Tower”) on Parcel N1, and requires MA West to provide public open space on Parcels M1 and N3 and to make certain streetscape improvements, including improvements to a portion of the future Natoma Street right of way currently owned by the TJPA.

The OP/DDA requires, as condition of closing, that the TJPA and MA West enter into two agreements. The first is the Easement Agreement which sets forth the rights and obligations of MA West to construct and maintain open space improvements on Parcels M1 and N3, as well as providing MA West certain construction and access rights in a portion of the future segment of Natoma Street that will be constructed between Beale and Main Streets, and certain other rights and obligations, subject to rights of the TJPA to use the easement parcels in connection with the future construction of the extension of the Transit Center train box to Main Street to accommodate High-Speed Rail trains (“Train Box Extension”).

The second agreement is the License Agreement, which allows MA West to use a portion of Parcel M3, at Mission and Main Street, for storage of the Pavilion for up to five years. The Pavilion is presently located on a small, privately owned parcel (“Lot 12”) abutting Parcel N1 at the northeast corner of Howard and Beale Streets, and hosts a small retail hot dog stand. MA West has acquired an option to purchase Lot 12 and has incorporated the lot into the Block 5 Tower, which will necessitate the relocation of the Pavilion off of Lot 12 in accordance with the terms of the OP/DDA.

The terms of the Easement Agreement and License Agreement were negotiated with OCII and MA West by the TJPA staff and legal counsel, and the required forms of the agreements are attachments to the OP/DDA. The agreements are explained in more detail below.

Easement Agreement

The OP/DDA requires that the Developer construct open space improvements on approximately 15,212 square feet of open space on Parcels M1 and N3 or on alternate parcels designated by TJPA (“Open Space Parcels”). The OP/DDA also requires that MA West construct certain streetscape improvements, including the improvement of the portion of future Natoma Street (“Natoma Street Parcel”) that abuts the north boundary of Parcel N1 and will provide the vehicular access to the Block 5 Tower. In addition, the basement of the Block 5 Tower will encroach into the subsurface area below the south sidewalk of Natoma Street, a distance of six (6) feet.

The TJPA presently uses Parcel M1 and Parcel N3 for office and meeting trailers and construction staging for its contractors in connection with the construction of the Transit Center. Accordingly, the occupied portions of those parcels will not be available for open space or street improvements until the Transit Center is complete and operations can be moved to offices in the Transit Center. In addition, some or all of Parcel M1, Parcel N3, and the Natoma Street Parcel may be needed by the TJPA in the future for construction staging and related uses in connection

with the proposed Train Box Extension under a portion of Block 5 north of the Block 5 Tower. It is important that the improvement and use of those parcels not interfere with the construction of the Train Box Extension.

The Easement Agreement would grant MA West easements in the Open Space Parcels and the Natoma Street Parcel that will allow Developer to meet its open space and streetscape improvements under the OP/DDA, while at the same time ensuring that the TJPA can continue using Parcels M1 and N3 for its trailers until the Transit Center is complete, and that the TJPA can use those parcels and the Natoma Street Parcel in connection with construction of the future Train Box Extension.

Open Space Easement. Under the Easement Agreement, the open space easement term would not commence as to any open space parcel until the TJPA has completed construction of the Transit Center, removed the trailers from the parcel, and determined that the parcel is no longer needed for the interim period prior to construction of the Train Box Extension. Once commenced, the open space easement allows MA West to construct and maintain open space improvements on the open space parcels, and when improvements are complete, permits the public to use and enjoy the parcels as open space.

Upon commencement of the open space easement, Developer would be allowed to construct “interim” open space improvements on Parcels M1 and N3. The interim improvements would be subject to removal if the TJPA determines that the parcels are required for Train Box Extension construction activities, and the open space easement would be suspended during those activities. The open space easement would resume, and “permanent” open space improvements would be constructed, at such time that the TJPA determines that the parcels are no longer needed for the Train Box Extension. The Easement Agreement also gives the TJPA the option to designate other TJPA property as an alternate location on which Developer may satisfy some or all of its open space obligations. If the TJPA does not make land available for construction of open space improvements within the timeframes established by the OP/DDA, and OCII requires MA West to pay an in lieu fee to satisfy its open space obligations, the open space easement would terminate.

The Easement Agreement requires MA West to construct and maintain the open space improvements at its sole cost and expense (except that the TJPA would be required to pay for any increase in costs arising as a result of the TJPA’s designation of an alternate open space parcel). The Easement Agreement also reserves TJPA’s right to build an escalator or other means of public ingress and egress to the Train Box on Parcel N3, and to temporarily close the open space improvements for specified purposes, including during construction, maintenance, or repair of the open space improvements, in the event of an emergency, or if needed by the TJPA for construction purposes.

Natoma Street/Access Easements. The Easement Agreement also grants MA West the right, at its sole cost and expense, to construct and maintain the improvements to the Natoma Street Parcel required by the OP/DDA, and provides an easement for vehicular access over that parcel to the Block 5 Tower until such time as the parcel may be dedicated as a public street. The Agreement reserves the TJPA’s right to use some or all of the Natoma Street Parcel for

construction of the Train Box Extension. In the event that the TJPA's use of the Natoma Street Parcel unreasonably interferes with the Developer's access to the Block 5 Tower, the TJPA is required to provide and maintain alternative access to the tower until access via the Natoma Street Parcel is restored. Upon the conclusion of the TJPA's use of the Natoma Street Parcel for construction activities, the TJPA is required to reconstruct the Natoma Street Improvements at its expense. Following reconstruction, the TJPA and Developer would share equally the costs of maintaining the Natoma Street improvements.

Basement Easements. The Agreement also includes a permanent easement for MA West's use of a basement area that encroaches under the south sidewalk of the Natoma Street Parcel (six feet in width), and a temporary construction easement to use that area for construction purposes during tower construction.

Train Box Performance Requirements. The Agreement requires that MA West ensure that construction of the Block 5 Tower will be consistent with detailed performance requirements for the Train Box Extension and that the tower foundation system will not invalidate those requirements. The Agreement requires MA West to coordinate with the TJPA on foundation designs and provides for a detailed process of review and approval of those designs, including review by a peer review panel, submission to the TJPA of Basis of Design reports, preparation of a Structure-Soil-Structure Interaction analysis approved by the TJPA, and preparation and implementation of a monitoring plan.

Temporary Tieback Easement. The Agreement grants MA West the right to use temporary tiebacks under the Natoma Street Parcel, Parcel N2 and Parcel M1 to support temporary basement shoring walls, subject to the TJPA's reasonable approval.

Other Provisions. The Agreement includes other provisions to limit the TJPA's exposure in connection with the easements, including provisions requiring MA West to indemnify the TJPA and to provide insurance coverage for the easement parcels (including at least \$5,000,000 in commercial general liability coverage). The provisions of the Easement Agreement run with the land and are thus binding on future owners of Parcel N1.

License Agreement

Because the Block 5 Tower will be located partly on Lot 12 where the Pavilion is presently situated, the OP/DDA requires MA West to relocate and temporarily store the Pavilion while a permanent site for the Art Deco structure is identified. To facilitate the timely development of the Block 5 Tower and the relocation of the Pavilion, the OP/DDA requires, as a condition of closing, that the TJPA have executed the License Agreement, which authorizes MA West to temporarily store the Pavilion on a portion of Parcel M3 to be designated by the TJPA. TJPA staff has identified a portion of Parcel M3 that could accommodate the Pavilion without interfering with the TJPA's proposed use of Parcel M3 for trailers.

Under the License Agreement, MA West would be solely responsible for transporting, installing, maintaining, and removing the Pavilion as well as obtaining all of the requisite permits for these activities. MA West would indemnify the TJPA and provide insurance during the term

(including \$2,000,000 in general liability insurance). The License Agreement would expire when the Pavilion is relocated off of the Parcel M3 premises, but no later than December 31, 2020.

MA West is currently investigating an alternative location for temporary storage of the Pavilion. If an alternative location is found and the Pavilion is relocated to that site, the License Agreement will no longer be necessary.

Environmental Review

In 2004, the Commission of the Former Redevelopment Agency adopted Resolution No. 45-2004, certifying the Final Environmental Impact Statement/Environmental Impact Report (“Final EIS/EIR”) for the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project (“Transbay Project”), which included the Transbay Redevelopment Plan, and the Board of Supervisors affirmed, by Motion No. 04-67, the certification of the Final EIS/EIR.

The TJPA Board adopted Resolution 04-004, making certain findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program for the Transbay Project under the California Environmental Quality Act (“CEQA”). The TJPA has subsequently adopted several addenda to the Final EIS/EIR, determining in each case that modifications to the project would not require subsequent environmental review and would not require major revisions to the Final EIS/EIR.

On June 16, in approving the OP/DDA, OCII determined that the Block 5 Tower project is an undertaking pursuant to and in furtherance of the Redevelopment Plan, that the project falls within the scope of the Final EIS/EIR, and that no further CEQA review is required. Also on June 16, the Board of Supervisors, in adopting Ordinance 84-15 approving a minor amendment to the Redevelopment Plan in conjunction with the Block 5 Tower Project, found that the Final EIS/EIR contemplated office and retail development on Block 5 and that all environmental effects of the amendment have been considered and analyzed in the Final EIS/EIR and subsequent addenda.

Because the Block 5 Tower project as authorized by the OP/DDA, including the open space and streetscape requirements, is an undertaking pursuant to and in furtherance of the Transbay Project and the Redevelopment Plan, and is within the scope of the project analyzed in the Transbay Program Final EIS/EIR, and because there have been no changes to the Block 5 Tower Project or new information regarding new significant effects or a substantial increase in the severity of previously identified significant effects of the project, and no substantial changes in circumstances under which the project will be undertaken, no additional environmental review is required.

Public Benefits

Approval of the Easement Agreement and License Agreement will have significant public benefits, including allowing the transfer and development of Parcel N1, which will further the transit-oriented development goals of the Redevelopment Plan and provide the TJPA with

\$172,500,000 and future Net Tax Increment needed to fund the Transit Center; provide for streetscape improvements on future Natoma Street; and provide much-needed ground level public open space in the downtown area.

RECOMMENDATION:

Staff recommends that the Board of Directors authorize the Executive Director to sign and execute the Block 5 Easement Agreement and Declaration of Covenants and the Agreement Re Temporary License for Use of Parcel M3 in substantially the form provided herein, and make related findings under CEQA.

ENCLOSURES:

1. Resolution
2. Form of Block 5 Easement Agreement and Declaration of Covenants
3. Form of Agreement Re Temporary License for Use of Parcel M3
4. Diagram of Block 5 site

**TRANSBAY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

Resolution No. _____

WHEREAS, The Transbay Joint Powers Authority (“TJPA”) is a joint powers agency organized and existing under the laws of the State of California; and

WHEREAS, On April 2, 2014, the Office of Community Investment and Infrastructure (“OCII”), pursuant to the Implementation Agreement between the TJPA and OCII, issued a Request for Proposals from development teams to design and develop an office tower, together with public open space and other public improvements, on the property commonly known as Transbay Block 5, currently owned by the TJPA. MA West LLC (“MA West”) was selected by OCII for exclusive negotiations for the development of Block 5, and on June 16, 2015, MA West and OCII entered into an Owner Participation/Disposition and Development Agreement (“OP/DDA”) for Block 5; and

WHEREAS, The OP/DDA provides for the sale of a portion of Block 5, known as Parcel N1, to Developer for \$172,500,000, under the 2008 Option Agreement between the TJPA and OCII, the proceeds of the sale, together with future Net Tax Increment, will go to the TJPA for construction of the Transbay Transit Center project; and

WHEREAS, The OP/DDA requires the development of approximately 15,189 square feet of public open space on Parcels M1 and N3 (“Open Space Parcels”) owned by the TJPA, and the construction of certain streetscape improvements on a portion of future Natoma Street (“Natoma Street Parcel”) also owned by the TJPA; and

WHEREAS, The OP/DDA further requires that MA West relocate and temporarily store an Art Deco structure (“Pavilion”), currently located at 195 Beale Street (“Lot 12”), and authorizes the Pavilion to be stored on a portion of Parcel M3, also owned by the TJPA, for up to five years; and

WHEREAS, The OP/DDA further requires as a condition to MA West’s obligation to close, that the TJPA execute the Block 5 Easement Agreement and Declaration of Covenants (“Easement Agreement”), in substantially the form of Attachment 19 to the OP/DDA, allowing MA West to satisfy a portion of its open space requirements on the Open Space Parcels, and to complete the Natoma Street Improvements on the Natoma Street Parcel, as provided therein; and

WHEREAS, The OP/DDA further requires, as a condition to the Developer’s obligation to close, that the TJPA shall have executed the Temporary License for Use of Parcel M3, (“License Agreement”), in substantially the form of Attachment 16 to the OP/DDA, to allow MA West to temporarily store the Pavilion on Parcel M3, as provided therein; and

WHEREAS, The Easement Agreement and the License Agreement substantially conform to the forms attached to the OP/DDA; and

WHEREAS, Neither the Easement Agreement nor the License Agreement will interfere with the TJPA’s use of all or part of Parcels M1 and N3 for construction staging related to the

Transbay Transit Center construction, future construction of the Train Box Extension, and other purposes; and

WHEREAS, Approval of the Easement Agreement and License Agreement will have significant public benefits, including allowing the transfer and development of Parcel N1, which will further the transit-oriented development goals of the Redevelopment Plan and provide the TJPA with \$172,500,000 and Net Tax Increment in needed funding for the Transit Center; provide for streetscape improvements on future Natoma Street; and provide much-needed ground level public open space in the downtown area; and

WHEREAS, In 2004, the Commission of the Former Redevelopment Agency adopted Resolution No. 45-2004, certifying the Final Environmental Impact Statement/Environmental Impact Report (the “Final EIS/EIR”) for the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project (“Transbay Project”), which included the Transbay Redevelopment Plan, and the Board of Supervisors affirmed, by Motion No. 04-67, the certification of the Final EIS/EIR; and

WHEREAS, In 2004, the TJPA Board adopted Resolution 04-004, making certain findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program for the Transbay Project under the California Environmental Quality Act (“CEQA”). The TJPA has subsequently adopted several addenda to the Final EIS/EIR, determining in each case that modifications to the project would not require subsequent environmental review and would not require major revisions to the Final EIS/EIR; and

WHEREAS, On June 16, in approving the OP/DDA, OCII determined that the Block 5 Tower project is an undertaking pursuant to and in furtherance of the Redevelopment Plan, that the project falls within the scope of the Final EIS/EIR, and that no further CEQA review is required. Also on June 16, the Board of Supervisors, in adopting Ordinance 84-15 approving a minor amendment to the Redevelopment Plan in conjunction with the Block 5 Tower Project, found that the Final EIS/EIR contemplated office and retail development on Block 5 and that all environmental effects of the amendment have been considered and analyzed in the Final EIS/EIR and subsequent addenda;

WHEREAS, The Block 5 Tower project as authorized by the OP/DDA, including the open space and streetscape requirements is within the scope of the project analyzed in the Transbay Program Final EIS/EIR and addenda; and

WHEREAS, There have been no changes to the Block 5 Tower project or new information regarding new significant effects or a substantial increase in the severity of previously identified significant effects of the project, and no substantial changes in circumstances under which the project will be undertaken; and

WHEREAS, The TJPA has considered and reviewed the Final EIS/EIR and addenda, has made documents related to the implementing actions, the Final EIS/EIR, and addenda available for review by the Board and the public, and these files are part of the record before the Board; and

WHEREAS, The Final EIS/EIR findings and statement of overriding considerations adopted in accordance with CEQA by the TJPA Board on April 22, 2004 were and remain

adequate, accurate and objective and are incorporated herein by reference as applicable to the implementing actions; now, therefore, be it

RESOLVED, That the Transbay Joint Powers Authority Board authorizes the Executive Director to execute the Easement Agreement and License Agreement in substantially the form set forth in the OP/DDA, and to take all actions necessary to implement those agreements; and be it further

RESOLVED, That the Transbay Joint Powers Authority Board finds and determines that the authorization and execution of the Easement Agreement and License Agreement are implementing actions within the scope of the project analyzed in the Final EIS/EIR and addenda and require no additional environmental review pursuant to State CEQA Guidelines Sections 15180, 15168, 15162 and 15163 for the following reasons:

1. The implementing actions are within the scope of the project analyzed in the Final EIS/EIR and addenda and no major revisions are required due to the involvement of new significant environmental effects or a substantial increase in the severity of significant effects previously identified in the Final EIS/EIR; and
2. No substantial changes have occurred with respect to the circumstances under which the project analyzed in the Final EIS/EIR and addenda was undertaken that would require major revisions to the Final EIS/EIR due to the involvement of new significant environmental effects, or a substantial increase in the severity of effects identified in the Final EIS/EIR; and
3. No new information of substantial importance to the project analyzed in the Final EIS/EIR and addenda has become available which would indicate that (a) the implementing actions will have significant effects not discussed in the Final EIS/EIR; (b) significant environmental effects will be substantially more severe; (c) mitigation measures or alternatives found not feasible which would reduce one or more significant effects have become feasible; or (d) mitigation measures or alternatives which are considerably different from those in the Final EIS/EIR will substantially reduce one or more significant effects on the environment; and be it further

RESOLVED that the Final EIS/EIR findings and statement of overriding considerations adopted in accordance with CEQA by the TJPA Board on April 22, 2004 were and remain adequate, accurate and objective. The Board has reviewed and considered the CEQA findings that it previously adopted, and they are incorporated herein by reference.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of September 10, 2015.

Secretary, Transbay Joint Powers Authority

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Transbay Joint Powers Authority
c/o Shute, Mihaly & Weinberger LLP
396 Hayes Street
San Francisco, CA 94102
(415) 552-7272
Attn: William J. White

Free Recording Requested Pursuant to
Government Code Section 27383
Document Transfer Tax \$0
(Rev & Tax Code § 11922; SF Bus. & Tax. Code 1105)

Assessor's Block 3718, Lot 12,
Portions of Lots 25 and 27

(space above line for Recorder's use only)

BLOCK 5 EASEMENT AGREEMENT AND DECLARATION OF COVENANTS

THIS BLOCK 5 EASEMENT AGREEMENT AND DECLARATION OF COVENANTS (“**Agreement**”) is made and entered into as of the ____ day of September, 2015, by and between the TRANSBAY JOINT POWERS AUTHORITY, a joint powers authority created under California Government Code Sections 6500 et seq. (“**TJPA**”) and MA WEST LLC (“**MA West**” or “**Tower Owner**”), a Delaware limited liability company and joint venture between affiliates of Golub Real Estate Corp. (“**Golub**”), an Illinois corporation, and THE JOHN BUCK COMPANY (“**John Buck**”), a Delaware limited liability company. The TJPA and Tower Owner, as owners of real property subject to this Agreement, 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.**” The Parties agree as follows:

RECITALS

A. In furtherance of the objectives of the Community Redevelopment Law of the State of California, the Redevelopment Agency of the City and County of San Francisco (“**Former Agency**”) undertook a program to redevelop and revitalize blighted areas in San Francisco and in connection therewith adopted a redevelopment project area known as the Transbay Redevelopment Project Area (“**Project Area**”).

B. The Board of Supervisors of the City and County of San Francisco (“**Board of Supervisors**”), approved a Redevelopment Plan for the Project Area by Ordinance No. 124-05, adopted on June 21, 2005, and by Ordinance No. 99-06, adopted on May 9, 2006

(“**Redevelopment Plan**”). The Redevelopment Plan was filed in the Office of the Recorder of the City and County of San Francisco (“**Official Records**”).

C. On December 13, 2006, and in furtherance of the Redevelopment Plan, the Former Agency caused a Declaration of Restrictions affecting all of the Project Area to be recorded in the Official Records, in Book B-103 of Official Records at page 210, as Document No. P-30087 (“**Project Area Declaration of Restrictions**”).

D. Per the Redevelopment Plan and the Transbay Redevelopment Project Tax Increment and Sales Proceeds Pledge Agreement (“**Pledge Agreement**”) between the Former Agency, the TJPA, and the City and County of San Francisco (“**City**”), land sale and net tax increment revenue generated by the parcels in the Project Area that are currently or formerly owned by the State of California (“**State**”) has been pledged to the TJPA to help pay the cost of building the Transbay Transit Center (“**TT Center**”). The current or formerly State-owned parcels include the development sites on Blocks 2 through 9, 11, and 12, and Parcels F, M and T.

E. In 2003, the TJPA, the City, and the State, acting by and through its Department of Transportation (“**Caltrans**”), entered into a Cooperative Agreement, which sets forth the process for the transfer of the State-owned parcels to the City and the TJPA (“**Cooperative Agreement**”). In 2005, the TJPA and the Former Agency entered into the Transbay Redevelopment Project Implementation Agreement (“**Implementation Agreement**”) which requires the successor to the Former Agency (“**Successor Agency**”) to prepare and sell the formerly State-owned parcels and to construct and fund new infrastructure improvements (such as parks and streetscapes) and to meet affordable housing obligations. Subsequently, in 2008, the TJPA, the City and the Former Agency entered into an Option Agreement for the Purchase and Sale of Real Property (as amended, “**Option Agreement**”), which sets forth the process for the transfer of certain of these parcels to the Former Agency to facilitate the sale of the parcels to private developers; in 2015, the TJPA, the City and the Successor Agency entered into a first amendment to the Option Agreement.

F. On April 2, 2014, the Successor Agency, pursuant to the Implementation Agreement, issued a Request for Proposals from development teams to design and develop an office tower and public open space on and adjacent to the property in the Project Area commonly known as Transbay Block 5. MA West was selected by the Successor Agency for exclusive negotiations for the development of Block 5, and on June 16, 2015, MA West and Successor Agency entered into an Owner Participation /Disposition and Development Agreement (“**OP/DDA**”) for Block 5.

G. The OP/DDA provides for the conveyance to MA West of that portion of Block 5 referred to in the OP/DDA as “**Parcel N1**” or the “**Public Parcel**.” In addition, MA West acquired fee title to an approximately 2,635-square-foot site on the corner of Howard and Beale Streets comprised of Lot 12 of Assessor’s Block 3718 (“**Private Parcel**”). The OP/DDA provides for the development of an office tower (“**Block 5 Tower**”) on the assembled Public Parcel and Private Parcel (as assembled, “**Tower Parcel**”), which parcel is described more particularly in Exhibit A. On September _____, 2015, the Public Parcel was conveyed from the TJPA to the Successor Agency pursuant to the Option Agreement, and then transferred to MA West, in accordance with the OP/DDA.

H. In accordance with requirements for the Block 5 Tower project set forth in the Redevelopment Plan, Development Controls and Design Guidelines for the Transbay Redevelopment Project (“**Development Controls**”), the Transbay Redevelopment Project Area Streetscape and Open Space Concept Plan (“**Streetscape Plan**”), the OP/DDA and schematic designs (collectively, “**Project Approvals**”) the Tower Owner is required to, inter alia, construct a portion of an extension of Natoma Street and related improvements (“**Natoma Street Improvements**”), and to provide 15,180 square feet of publically accessible open space off-site (“**Open Space Requirement**”). The OP/DDA acknowledges that the Tower Owner may enter into this Agreement with TJPA to satisfy the Project Approvals by allowing the Tower Owner to complete the Natoma Streets Improvements on land owned by the TJPA adjoining the Tower Parcel (“**Natoma Street Parcel**”), which parcel is more particularly described in Exhibit B and to satisfy the Open Space Requirement on the adjacent parcels owned by the TJPA known as “**Parcel M1**” and “**Parcel N3**,” described more particularly in Exhibit C, or on some alternate property (“**Alternate Open Space Parcel**”) in accordance with Section 2(c) of this Agreement (Parcel M1 and Parcel N3, and/or any Alternate Open Space Parcel, collectively as applicable, “**Open Space Parcels**”). Nothing in this Agreement shall be construed as circumscribing or otherwise limiting Tower Owner’s obligations under the Project Approvals.

I. It is the intent of the Parties that the Open Space Requirement will be satisfied through the creation of permanent public open space on the Open Space Parcels. In the event that the Open Space Parcels are not made available within the timeframe required by the OP/DDA, the Tower Owner shall pay an in lieu fee as set forth in the OP/DDA. Except to the extent of the TJPA’s express obligations under this Agreement, Tower Owner shall be solely responsible for compliance with the Open Space Requirement and any other requirements related to open space set forth in the OP/DDA.

J. The OP/DDA requires that the Block 5 Tower be constructed in a manner consistent with the seismic requirements for the TJPA’s proposed extension of the train box for the TT Center (“**Train Box Extension**”) under the Natoma Street Parcel and adjoining property to the north of the Tower Parcel, including the remainder (exclusive of the Natoma Street Parcel) of the parcel known as “**Parcel N2**,” and the parcel known as “**Parcel M2**,” described more particularly in Exhibit D (the Parcel N2 remainder (exclusive of the Natoma Street Parcel) and Parcel M2, collectively, “**Train Box Parcel**”), in accordance with this Agreement.

K. The TJPA is presently occupying Parcel M1, Parcel N3, the Train Box Parcel, and the Natoma Street Parcel as a site for office and meeting trailers and construction staging for its contractors in connection with the construction of the TT Center (“**Trailers**”). Accordingly, the occupied portions of those parcels will not be available for open space or street improvements until they are no longer needed by the TJPA for the Trailers. In addition, some or all of Parcel M1, Parcel N3, and the Natoma Street Parcel may be needed by the TJPA in the future for construction staging and related uses in connection with the proposed Train Box Extension. The open space and street improvements and related uses may need to be removed during the period of construction of the Train Box Extension.

L. The TJPA and Tower Owner now desire to enter into this Agreement to establish certain easements and covenants running with the land that will govern the rights and

responsibilities of Tower Owner and TJPA, and any successor owners of the Tower Parcel, the Natoma Street Parcel, the Open Space Parcels, and the Train Box Parcel, as set forth more particularly in this Agreement. This Agreement is necessary to implement the Project Approvals, which define the Tower Owner's obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the TJPA and Tower Owner 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) **"Affiliate"** with respect to a specified Person means any Person that directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under Common Control with, the Person specified.

(b) (Intentionally left blank)

(c) **"Control"** means the possession, directly or indirectly, of the power to direct or cause the direction of the day-to-day management and policies of a Person, whether through the ownership of voting securities or membership interests, by status as a general partner under a limited partnership agreement, by appointment as a manager or managing member under a limited liability company operating agreement, by fund management contract or other similar arrangement, in each case subject to such reasonable limitations or requirements of consent of direct or indirect holders of interests in the applicable entity as are within the range of such limitations or requirements customary for an entity of the same type and composition as the Controlled Person. **"Controlled," "Controlling Interest"** and **"Controlling"** have correlative meanings. **"Common Control"** means that two Persons are both Controlled by the same other Person or Persons.

(d) **"Costs"** of improvements or construction shall mean all hard and soft costs in connection therewith, including labor, materials, permits, utilities, architectural, engineering, legal, and lane closures.

(e) **"Force Majeure"** shall mean a matter outside of a Party's reasonable control that has occurred through no fault of such Party including strikes; lockouts; labor disputes; acts of God; inability to obtain services, labor, or materials; government moratoria; civil commotions; riots; acts of criminals; fire or other casualty. Notwithstanding the foregoing, the following shall be excluded from Force Majeure: (i) the requirement of any third-party agreement or approval with or by a Party or its Affiliates, contractors, agents, consultants, member agency, employees, officers, or any of the foregoing; and (ii) a Party's inability to obtain financing, increases in construction costs, or any changes in market conditions. In the event of the occurrence of a Force Majeure event, the time or times for performance will be extended for the period of the delay, provided that within thirty (30) days after the beginning of any such delay, the delayed Party shall have first notified the other Party in writing of the cause or causes of such delay and claimed an extension right for Force Majeure.

(f) “**Mortgage**” shall mean any mortgage, deed of trust or other instrument primarily given to secure a loan or other obligation and constituting a lien on all or any portion of any of the Easement Parcels, or any ground lease or master lease with respect to all or any portion of any of the Easement Parcels.

(g) “**Mortgagee**” shall mean any mortgagee or beneficiary under a Mortgage or any ground lessor under any ground lease or master lessor under any master lease with respect to all or any portion of any of the Easement Parcels, and any successor-in-interest to any of the foregoing.

(h) (Intentionally left blank)

(i) (Intentionally left blank.)

(j) “**Open Space Improvements**” shall mean the improvements required to be constructed or installed on the Open Space Parcels under the Open Space Requirement, as defined in the Project Approvals.

(k) “**Permittees**” shall mean, with respect to the easements and access rights granted pursuant to this Agreement for the benefit of a parcel, the owner of such benefitted parcel, Persons from time to time entitled to the use or occupancy of all or any portion of such benefitted Parcel under any lease, sublease, license, deed or other arrangement, and their respective member agencies, officers, directors, employees, agents, contractors, customers, visitors, invitees, licensees and concessionaires.

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

(m) “**Public**” shall mean members of the public.

(n) “**Temporary Certificate of Occupancy**” shall mean an approval by the San Francisco Department of Building Inspection of a temporary certificate of occupancy allowing for initial partial occupancy of the Block 5 Tower.

2. **Open Space Easement.**

(a) Tower Owner to Construct Open Space Improvements. Tower Owner, at its sole cost and expense, shall construct and maintain the Open Space Improvements as required by the Project Approvals, subject to the rights and obligations of the TJPA. Subject to the prior review and approval of the TJPA and Successor Agency, the Open Space Improvements shall be constructed in accordance with the Project Approvals, shall be maintained in good and operable condition, and shall meet the standards of the Development Controls and Design Guidelines.

(i) Interim Open Space Improvements. No later than 180 days after the TJPA has given a Notice of Interim Availability, as defined in Section 2(b)(i) below, for any portion of Parcel N3 or Parcel M1, Tower Owner shall complete construction of the “**Interim**

Open Space Improvements” as defined by the Open Space Requirement of the OP/DDA, in accordance with the Project Approvals, required for those portions of the parcels described in the notice. The construction costs incurred by Tower Owner shall be tracked by Tower Owner and reported to TJPA prior to and during construction of the Interim Open Space Improvements.

(ii) Permanent Open Space Improvements. Not later than one year after the TJPA has given a Notice of Final Availability, as defined in Section 2(b)(ii) below, of any portion of Parcel N3 or Parcel M1, or of any Alternate Open Space Parcel as provided in Section 2(c), Tower Owner shall complete construction of the **“Permanent Open Space Improvements”** as defined by the Open Space Requirement of the OP/DDA, in accordance with the Project Approvals, or, for improvements on any Alternate Open Space Parcel, in accordance with the plans and specifications approved by the Successor Agency or other permitting authority.

(iii) Tower Owner’s Sole Cost and Expense. Subject to the TJPA’s prior review and design approval, the Tower Owner shall construct the Interim Open Space Improvements and the Permanent Open Space Improvements at its sole Cost, except to the extent provided in Section 2(c)(iii) with respect to improvements on an Alternate Open Space Parcel.

(b) Availability of Open Space Parcels.

(i) Notice of Interim Availability. Following the completion of the construction of the TT Center and the removal of the Trailers, including any above-ground utilities servicing the Trailers, from any portion of Parcel M1 or Parcel N3, and following the TJPA’s determination, in its sole discretion, that the property is no longer needed by TJPA for the interim period prior to the construction of the Train Box Extension, the TJPA shall provide written notice to Tower Owner that the property is available for construction of the Interim Open Space Improvements (**“Notice of Interim Availability”**).

(ii) Notice of Final Availability. The TJPA shall provide Tower Owner written notice of the availability of the Open Space Parcels, or any portion thereof, for construction of the Permanent Open Space Improvements (**“Notice of Final Availability”**) upon occurrence of either of the following:

(1) With respect to Parcel N3 or Parcel M1, or any portion thereof, the TJPA has determined, in its sole discretion, that such parcel or portion thereof is no longer required for the construction of the Train Box Extension or related purposes.

(2) With respect to an Alternate Open Space Parcel, the conditions for issuing a Notice of Final Availability set forth in Section 2(c)(i) have been met.

(iii) In Lieu Fee. In the event TJPA has not provided a Notice of Interim Availability or a Notice of Final Availability for all or any portion of the Open Space Parcels within the timeframe set forth in the OP/DDA, then Tower Owner shall pay the in lieu fee in satisfaction of the applicable portion of the Open Space Requirement as provided in the OP/DDA, and the Open Space Easement shall thereupon be terminated for the applicable portion of the Open Space Parcels. In such case, the Parties shall promptly and in good faith take necessary steps to amend this Agreement to delete the Open Space Easement and related provisions, or to revise the

legal description of the Open Space Parcels to remove any lands for which the in lieu fee was paid, as appropriate, and shall record the amended Agreement. Concurrently with the recordation of the amended Agreement, the Parties shall execute and record a quitclaim deed for all of the lands in which the Open Space Easement is terminated, in substantially the form of Exhibit E. The termination of the Open Space Easement in lands pursuant to this paragraph shall occur upon payment of the in lieu fee notwithstanding whether the Agreement has been amended, the amended Agreement has been recorded, or a quitclaim deed has been executed or recorded.

(c) Alternate Open Space Parcel.

(i) Designation of Alternate Open Space Parcel. At any time while this Agreement is in effect and in its sole discretion, TJPA may elect to designate one or more Alternate Open Space Parcels that TJPA owns or controls to satisfy in part or in full Developer's Open Space Requirement, as defined in the Project Approvals. The TJPA shall notify Tower Owner in writing of its intent to designate an Alternate Open Space Parcel ("**Relocation Notice**"), and shall include in the notice a legal description of the proposed Alternate Open Space Parcel to be added to the Open Space Parcels, along with a description of the portion of Parcel M1 and/or Parcel N3 to be removed from the Open Space Parcels ("**Removed Lands**"). Following receipt of a Relocation Notice, Tower Owner and the TJPA shall cooperate in good faith to prepare a revised open space improvement plan ("**Revised Open Space Plan**") for the proposed Open Space Parcels and to seek approval of the Revised Open Space Plan from the Successor Agency. If the Successor Agency approves the Revised Open Space Plan and determines that the Revised Open Space Plan will fully satisfy Tower Owner's Open Space Requirement, and the TJPA has acquired all rights in the Alternate Open Space Parcel necessary to permit implementation of the Revised Open Space Plan, the TJPA may issue a Notice of Final Availability for the Alternate Open Space Parcel. In no event shall the reasonably projected costs of maintenance and insurance for the Alternate Open Space Parcel materially exceed those for the Removed Lands.

(ii) Amendment of Agreement. If the TJPA issues a Notice of Final Availability for an Alternate Open Space Parcel, the Parties shall promptly and in good faith take necessary steps to amend this Agreement, consistent with Project Approvals, to revise the legal description of the Open Space Parcels to add the Alternate Open Space and to remove the Removed Lands, and shall record the amended Agreement. Concurrently with the recordation of the amended Agreement, the Parties shall execute and record a quitclaim deed for the Removed Lands in substantially the form of Exhibit E. Notwithstanding whether the Agreement has been amended or the amended Agreement recorded, or whether a quitclaim deed has been executed or recorded, the rights and easements established in Section 2(d) shall terminate as to the Removed Lands, and shall be imposed on the Alternate Open Space Parcel, upon the TJPA's issuance of a Notice of Final Availability for the Alternate Open Space Parcel.

(iii) Cost of Alternate Open Space Parcel Improvements. In preparing the Revised Open Space Plan, the Parties shall cooperate in good faith to design improvements for the Alternate Open Space Parcel ("**Alternate Open Space Improvements**") the Cost of which will not materially exceed the total estimated reasonable Costs of constructing the Open Space Improvements (both Interim and Permanent) on the Removed Lands ("**Total Costs**"), less any Costs for Open Space Improvements already constructed by Tower Owner on the Removed Lands

as of the date of the Relocation Notice (“**Incurred Costs**”) (Total Costs minus Incurred Costs hereinafter “**Anticipated Costs**”). If, despite the Parties’ good faith efforts, the improvements in the approved Revised Open Space Plan would materially increase Tower Owner’s construction Costs above the Anticipated Costs, the TJPA shall either reduce the scope of the Alternate Open Space Improvements or reimburse Tower Owner for the difference between the Anticipated Costs and the reasonable Costs actually incurred by Tower Owner in constructing the Alternate Open Space Improvements (“**Additional OS Costs**”).

(d) Establishment of Easements on the Open Space Parcels.

(i) Tower Owner’s Non-Exclusive Easement for Construction, Operation, and Maintenance. Effective upon commencement of the Open Space Easement Term, as defined in Section 2(h), the TJPA as owner of the Open Space Parcels grants to the Tower Owner as owner of the Tower Parcel, and Tower Owner’s Permittees, an appurtenant, non-exclusive easement in, to, over and across the Open Space Parcels guaranteeing the right at all times to construct, operate, and maintain the Open Space Improvements (“**Open Space Easement**”). The Open Space Easement shall be subject to TJPA’s reserved right to construct (at its expense) and operate and maintain, on Parcel N3, one or more escalators, elevators, or other means of ingress or egress for public access to the Train Box, together with related architectural improvements (collectively, “**Escalator**”), all as provided in Section 2(e) below.

(ii) Public’s Right of Access. Commencing as to each Open Space Parcel upon completion of the Interim Open Space Improvements (or the Permanent Open Space Improvements if no Interim Open Space Improvements are constructed) for that Open Space Parcel, the TJPA as owner of the Open Space Parcel grants to the Public the right to access consistent with the Project Approvals, use and enjoy the Open Space Parcels for the term of the Open Space Easement, excepting for any Open Space Parcel any Suspension Period, as provided in Section 2(h)below, for that parcel, and subject to Authorized Closures as defined in Section 2(d)(iii) below. Tower Owner shall permit the Public to access, use and enjoy the Open Space Parcels and the Open Space Improvements consistent with the Project Approvals, subject to Authorized Closures.

(iii) Authorized Closures. The rights of the Public to access, use and enjoy the Open Space Parcels and Open Space Improvements are subject to the rights of Tower Owner and the TJPA to temporarily use, fence, or prevent access a portion of the Open Space Parcel for any of the following purposes (“**Authorized Closures**”), but only to the extent and for the duration reasonably necessary to achieve the purpose:

(1) By Tower Owner for construction of the Open Space Improvements.

(2) By Tower Owner for maintenance and repair of the Open Space Improvements, subject to the TJPA’s approval, which approval shall not be unreasonably withheld, conditioned or delayed.

(3) By Tower Owner in an emergency or where all or a portion of the Open Space Parcels are destroyed or damaged, where the emergency, damage or destruction

presents an immediate threat of injury to Persons using the Open Space Parcels, provided that Tower Owner shall immediately notify the TJPA of such closure, promptly repair or remediate the condition that required the closure, and cooperate with the TJPA to reopen the closed portion of the Open Space Parcels as soon as safety and security permit.

(4) By the TJPA for any of the purposes in (1)–(3) above, or where TJPA has determined, in its sole discretion, that the closure is necessary to accommodate TJPA’s construction or related activities on the Open Space Parcels, including but not limited to construction of the Escalator.

Notwithstanding the foregoing, in no event shall Tower Owner be authorized to close or otherwise impede access across Parcel N3 by the Public to or from the Escalator without the prior approval of the Successor Agency and TJPA, which shall not be unreasonably withheld or delayed and shall be consistent with Project Approvals.

(e) Tower Owner Obligation to Operate and Maintain Open Space. Tower Owner shall, at Tower Owner’s sole cost and expense, throughout the Open Space Easement Term, as defined in Section 2(h) below (and excluding any Suspension Period), operate and maintain the Open Space Parcels and Open Space Improvements in good order and repair, keep the area clean and free of litter, and keep any plant material in a healthy state. In addition, the Permanent Open Space Improvements shall be maintained in a condition that is generally consistent with public ground floor outdoor space connected to Class “A” office projects in San Francisco, as required under the Development Controls. The TJPA shall have no maintenance obligations with respect to the Open Space Parcels or the Open Space Improvements, except that, if the TJPA constructs the Escalator, the TJPA, at its sole cost and expense, shall operate and maintain the Escalator.

(f) Concessions. Open Space Improvements shall not be used by or on behalf of Tower Owner for any concessions or other revenue generating activities without the prior written approval of both Tower Owner and TJPA and on such terms and conditions as may be agreed upon and consistent with Project Approvals..

(g) Removal of Open Space Improvements. If the TJPA, after providing a Suspension Notice or a Relocation Notice, requires the removal of Open Space Improvements from the property described in the notice, TJPA shall be solely responsible for the cost of removing the Open Space Improvements. If TJPA elects to require Tower Owner to remove some or all of the open space improvements, Tower Owner shall remove the specified improvements within 90 days of the TJPA’s written notice to Tower Owner of its election, and the TJPA shall reimburse Tower Owner for the costs of removal reasonably incurred by Tower Owner. The TJPA may elect to remove some or all of the open space improvements itself. Nothing herein shall abrogate the obligations in the Project Approvals to comply with the Open Space Requirement.

(h) Easement Term. The term of the Open Space Easement (“**Open Space Easement Term**”) shall commence with respect to an Open Space Parcel upon the TJPA’s delivery of a Notice of Interim Availability (or Notice of Final Availability if no Notice of Interim Availability is provided) for that parcel and shall be perpetual in duration; provided that the Open Space Easement and related rights shall terminate as to the Removed Lands and be perpetual as to the Alternate Open Space Parcel upon relocation of the easement in accordance with Section

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2(c)(ii); and provided further that the Open Space Easement shall terminate as to any lands where an in lieu fee has been paid pursuant to the OP/DDA in accordance with Section 2(b)(iii); and provided further that, if the TJPA provides written notice to Tower Owner stating TJPA's intention to occupy any portion of the Open Space Parcels for purposes of construction staging for the Train Box Expansion or related purposes ("**Suspension Notice**"), the Open Space Easement shall be immediately suspended as to the property described in the Suspension Notice, and shall remain suspended until the TJPA provides a Notice of Final Availability for the property ("**Suspension Period**"). Tower Owner shall remove all equipment or other removable property from the portion of the Open Space Parcels described in the Suspension Notice within 30 days of the Suspension Notice.

3. **Natoma Street Easements and Improvements.**

(a) Tower Owner Obligation to Construct and Maintain Natoma Street Improvements. Tower Owner, at its sole cost and expense, shall construct and maintain the Natoma Street Improvements as required by the Project Approvals and as set forth on Exhibit F, subject to the rights and obligations of the TJPA with respect to the North Sidewalk as set forth in Section 3(f). Subject to the prior review and approval of the TJPA, the Successor Agency, and, if necessary, the City, the Natoma Street Improvements shall be constructed in accordance with the Project Approvals, the laws of the State of California and the Ordinances and Regulations of the City and County of San Francisco, including the "Standard Specifications & Plans" as issued by the Department of Public Works of the City and County of San Francisco (<http://sfdpw.org/index.aspx?page=294>), and shall be maintained in good and operable condition. Tower Owner's obligation to maintain the Natoma Street Improvements shall remain in effect for the duration of the term of the Street Easement, defined in Section 3(e)(i).

(b) Grant of Non-exclusive Easement for Construction and Maintenance. The TJPA as owner of the Natoma Street Parcel, grants to the Tower Owner as owner of the Tower Parcel, and its Permittees, an appurtenant, non-exclusive easement in, to, over and across the Natoma Street Parcel and to construct and maintain Natoma Street Improvements as set forth on Exhibit F ("**Street Easement**"). The Street Easement shall be subject to the right of the TJPA and its Permittees to use the Natoma Street Parcel as provided in Sections 3(f) and 3(g), and for uses that do not unreasonably interfere with the ability of Tower Owner and its Permittees to construct and maintain the Natoma Street Improvements per a Plan attached hereto as a part of Exhibit F.

(c) Grant of Non-Exclusive Access Easement. The TJPA as owner of the Natoma Street Parcel, grants to the Tower Owner as owner of the Tower Parcel, and its Permittees, an appurtenant, non-exclusive easement in, to, over and across the Natoma Street Parcel for purposes of accessing at all times the Block 5 Tower and Block 5 Tower's loading dock and garage ("**Access Easement**"). The Access Easement shall be subject to the reserved rights of the TJPA and its Permittees to use the Natoma Street Parcel as provided in this Section 3, and for such other uses that do not unreasonably interfere with the ability of Tower Owner and its Permittees to access the Block 5 Tower.

(d) Grant of Basement Easements

(i) Exclusive Basement Easement. A portion of the basement for the proposed Block 5 Tower will encroach under the six (6) foot-wide sidewalk along the south side of the Natoma Street Parcel, more particularly described in Exhibit J (“**South Sidewalk**”). The TJPA as owner of the Natoma Street Parcel, grants to the Tower Owner as owner of the Tower Parcel, an appurtenant, exclusive and perpetual subsurface easement under the South Sidewalk, to a depth of approximately 100 feet below the surface, which area is more particularly described in Exhibit K (“**Basement Easement Area**”), for purposes of constructing and reconstructing, accessing, installing, operating, maintaining, repairing, and/or replacing the Block 5 Tower basement and related improvements, including without limitation foundations, caissons, structural walls and slabs, footing and piles, temporary shoring wall and other subterranean improvements and facilities related to the basement (“**Basement Improvements**”), and for the use of any encroaching portion of the basement for uses consistent with the Project Approvals (“**Basement Easement**”). Owner shall make no additional use of the Basement Easement Area without the written consent of the TJPA. Once Owner has constructed and installed all of the Basement Improvements within the Basement Easement Area, Owner shall, upon TJPA’s written request, cause to be executed, acknowledged and delivered on behalf of owner a quitclaim deed, in a form reasonably satisfactory to the TJPA, terminating the Basement Easement with respect to any portion of the Basement Easement Area that is neither occupied by Basement Improvements nor reasonably necessary to provide access to them.

(ii) Grant of Temporary Basement Construction Easement. The TJPA grants to Tower Owner a nonexclusive temporary construction easement in, to, over, under and across the South Sidewalk, between the surface and approximately 100 feet below the surface, as more particularly described in Exhibit L (“**Basement Construction Easement Area**”), for purposes of excavating, constructing and installing the Basement Improvements (“**Basement Construction Easement**”) in accordance with the Project Approvals.

(iii) Construction of Improvements. All construction activities performed by Tower Owner shall be performed in a safe, prudent and professional manner in accordance with best construction practices and all applicable laws, and subject to the Train Box Performance Requirements as defined in Section 4. Without limiting Tower Owner’s obligations as provided in this Agreement, Tower Owner shall provide at least the same lateral and subjacent support to the TJPA’s property adjoining the Basement Construction Easement Area as it would be required to provide by law if it were the owner of the Basement Construction Easement Area.

(e) Term of Easements.

(i) Street Easement Term. The term of the Street Easement (“**Street Easement Term**”) shall commence upon the Effective Date of this Agreement, and shall terminate on the earlier of (1) acceptance by the City of the Natoma Street Parcel as dedicated public street, and (2) the date specified in any written notice from TJPA to Tower Owner of the TJPA’s intention to use the Natoma Street Parcel for construction of the Train Box or other purpose of the TJPA (“**Construction Notice**”). Unless terminated, the Street Easement Term shall be perpetual.

(ii) Access Easement Term. The term of the Access Easement (“**Access Easement Term**”) shall commence upon issuance of a of Occupancy for the Block 5 Tower and

shall terminate upon acceptance by the City of the Natoma Street Parcel as a dedicated public street and, if not so terminated, shall be perpetual, subject in all events to the TJPA's rights and obligations relating to Alternative Access, as defined in Section 3(g).

(iii) Basement Easement Term. The term of the Basement Easement (“**Basement Easement Term**”) shall commence upon the Effective Date of this Agreement and be and shall be perpetual, unless earlier terminated by written agreement of the Parties, subject to compliance with the Project Approvals.

(iv) Basement Construction Easement Term. The term of the Basement Construction Easement (“**Basement Construction Easement Term**”) shall commence upon the Effective Date of this Agreement, and shall terminate on the earlier of (1) the date specified in a Construction Notice provided by the TJPA, and (2) issuance of a of Occupancy for the Block 5 Tower.

(f) North Sidewalk Encroachment by TJPA. The Street Easement and Access Easement shall be subject to the TJPA's right to exclusively use or occupy some or all of the land proposed to be improved as a sidewalk along the north side of the Natoma Street Parcel, as depicted in Exhibit G (“**North Sidewalk**”). If the Tower Owner is required to construct improvements on the North Sidewalk, the Tower Owner shall cooperate with the TJPA in good faith and provide notice to the TJPA of the latest date by which the Tower Owner will require access to the North Sidewalk to complete any improvements required by the Development Controls. The requirements of this Section 3(f) notwithstanding, if the Tower Owner cannot complete the improvements due to an encroachment by the TJPA, the TJPA shall complete the improvements within the area of the encroachment, at the TJPA's sole cost and expense, following the removal of the encroachment.

(g) Train Box Construction; Alternative Access.

(i) As of the date specified in a Construction Notice, the Access Easement shall be subject to the right of the TJPA and its Permittees to exclusively use some or all of the Natoma Street Parcel for construction of the Train Box Extension. If such use by the TJPA would unreasonably interfere with the ability of Tower Owner or its Permittees to access the Block 5 Tower including Block 5 Tower's loading dock and garage, the TJPA, prior to such interference, shall provide and maintain, at its sole cost and expense, reasonable alternative access to the Tower Parcel (“**Alternative Access**”).

(ii) Alternative Access shall be deemed to include, without limitation, each of the following, either of which the TJPA may elect to provide in its sole discretion:

(1) Access to the Block 5 Tower Natoma Street entrance (in the location depicted on Exhibit H either from Beale Street along the Natoma Street Parcel, or, when use of the Natoma Street Parcel is required by TJPA, from Main Street along the proposed extension of the Natoma Street right of way, provided that the width of the access provided at least 20 feet (“**Natoma Street Option**”).

(2) Access to a temporary entrance in the east wall of the Block 5 Tower (in the location and with the ramp as set forth on Exhibit H from Main Street, across Parcel M1 (“**Parcel M1 Option**”). All Costs in connection with the construction of the ramp, excepting those costs described in Section 3(f)(iii), shall be borne by TJPA.

(iii) If the TJPA elects to provide the Natoma Street Option or the Parcel M1 Option, the TJPA shall be solely responsible for acquiring rights in or over the private property known as 201 Mission Street that may be required to provide the required access to the Block 5 Tower. The TJPA shall not be responsible for any costs of modifying the interior or exterior of the Block 5 Tower, or of removing any improvements or other impediments located on the Tower Parcel, that may be required to accommodate the Natoma Street Option or the Parcel M1 Option. The Tower Owner shall design and construct the Block 5 Tower in a manner that would reasonably accommodate the entrances required for both the Natoma Street Option and the Parcel M1 Option; Tower Owner’s failure to do so shall not serve as a limitation on the TJPA’s discretion to elect either option, and if the TJPA elects an option that is rendered infeasible due to Tower Owner’s failure to have provided the necessary accommodation, Tower Owner shall be solely responsible for the costs of providing Alternative Access.

(iv) If the TJPA has elected to provide the Natoma Street Option or the Parcel M1 Option, it shall deliver a notice thereof to Tower Owner (the “**Construction Notice**”) at least 180 days prior to the planned closure of the Natoma Street Parcel, which shall specify the selected Option. If TJPA has delivered the Construction Notice, then 180 days after such delivery, or upon TJPA’s completion of the access improvements the TJPA is required to construct under the selected Option, whichever is later, the TJPA may take exclusive possession of the Natoma Street Parcel, regardless of whether the Tower Owner has completed any modifications to the Block 5 Tower necessary to accommodate such Alternative Access, and the TJPA shall have no responsibility or liability for Tower Owner’s failure to do so. TJPA and Tower Owner shall consult and cooperate with each other in good faith in order to minimize any cost, disruption and inconvenience to Tower Owner and its Permittees in connection with the Alternate Access.

(v) The TJPA shall be responsible for providing and maintaining the Alternative Access until it has fully restored Tower Owner’s rights of access to the Natoma Street Parcel under the Access Easement and completed the reconstruction of the Natoma Street Improvements as provided in Section 3(h), at which time the TJPA’s obligation to provide Alternative Access shall terminate.

(h) TJPA Obligation to Reconstruct and Maintain Natoma Street Improvements. When the TJPA has determined, in its sole discretion, that it no longer requires the exclusive use and possession of the Natoma Street Parcel for construction of the Train Box Extension or other purpose, the TJPA shall reconstruct, at its sole cost and expense, the Natoma Street Improvements, including any extension thereof. Following reconstruction, the TJPA shall be responsible for maintaining the Natoma Street Improvements for the duration of the Access Easement Term, provided, however, that the Tower Owner shall reimburse the TJPA for 50% of the TJPA’s reasonable maintenance costs. Tower Owner shall not be responsible for payment of any real estate taxes that may be assessed for the Natoma Street Parcel except for any taxes assessed on Tower Owner’s possessory interest therein, which shall be Tower Owner’s sole

responsibility. The TJPA shall invoice the Tower Owner annually for Tower Owner's share of the maintenance costs, which Tower Owner shall pay no later than 30 days after receipt of the invoice.

(i) Natoma Street Extension. In the event that Natoma Street is completed between Beale Street and Main Street, then the TJPA may elect to modify the scope of the Access Easement to include access to or from Main Street along the southern half of Natoma Street, and to exclude access along the northern half of Natoma Street as shown on Exhibit H (Phase D of Natoma Street Option). The modification of the Access Easement shall be effective following completion of construction of the Natoma Street extension to Main Street, upon notice from the TJPA to Tower Owner of its election to modify the Access Easement. Following the TJPA's election to modify the scope of the Access Easement, the Parties shall promptly record an amendment to this Agreement reflecting modification, but the modification shall be effective regardless of whether such amendment has been executed or recorded. The Tower Owner acknowledges that the TJPA intends to use the northern half of Natoma Street to serve the operational needs of the TJPA's facilities for taxi queuing or other uses in connection with the proposed bus facility on the Train Box Parcel; provided that TJPA retains the sole discretion to determine operational matters pertaining to the completed Natoma Street, including whether Natoma Street shall be a one-way or two-way street, whether to open it to public traffic, and whether to dedicate it as a public street.

(j) No Warranty of Access from Beale Street. No grant of any easement by the TJPA herein shall be construed as including a warranty of access to the easement property from other property, including, without limitation, access from Beale Street to the Natoma Street Parcel. Tower Owner acknowledges that vehicular and pedestrian access via Beale Street and adjoining sidewalk is presently limited due to the TJPA's Train Box excavation, and the TJPA shall have no obligation to provide access over the excavation site or otherwise provide alternative access to the Natoma Street Parcel.

4. Train Box Performance Requirements.

(a) Tower Owner shall ensure that the Block 5 Tower is constructed in accordance with the seismic requirements for the proposed Train Box Extension, as set forth in the report entitled "Block 5 Tower Structure-Soil-Structure Interaction with the Transbay Transit Center", dated as of August 22, 2013 ("**Train Box Performance Requirements**"), attached hereto as Exhibit I. Tower Owner shall design and construct the Block 5 Tower to be supported by a foundation system that will not invalidate the Train Box Performance Requirements. Without limiting the foregoing obligation, Tower Owner shall comply with all of the following requirements:

(i) Coordination of Design. Tower Owner's structural and geotechnical engineers shall coordinate the design of the foundation of the Block 5 Tower with the foundation of the Train Box to insure the design integrity of the Block 5 Tower.

(ii) Peer Review Panel. Within thirty (30) days after Tower Owner's geotechnical and structural engineers commence designing the foundation and structural elements for the Block 5 Tower, Tower Owner shall request that the San Francisco Department of Building Inspection ("**DBI**") convene a panel comprised of Dr. Jonathan Bray, Dr. Ari Chopra and Dominic Transbay Block 5

Assessor's Block 3718, Lot 012, Portions of Lot 025 and 027

Campi to provide peer review of the foundation and structural design of the Block 5 Tower (“**Peer Review Panel**”) throughout the design and permit process for the Block 5 Tower. If one or more of such persons are unable to serve, the Parties shall request that DBI designate replacement(s) so that the panel shall consist of at least two structural and one geotechnical subject matter experts who are independent of Tower Owner, TJPA and the City. The members of the Peer Review Panel shall be approved by the TJPA, which approval shall not be unreasonably withheld, and approved by DBI. The TJPA’s geotechnical and structural engineers and DBI shall be given notice of the meetings of the Peer Review Panel and shall have the right, but not the obligation, to attend the meetings to the extent permitted by DBI. Within ten (10) days after each meeting of the Peer Review Panel, Tower Owner shall provide the TJPA and DBI with copies of all meeting minutes which Tower Owner has received. Tower Owner shall provide all reports issued by the Peer Review Panel within ten (10) days after Tower Owner receives the report. Each replacement member of the Peer Review Panel shall have experience serving on peer review panels or equivalent experience, all to the extent required by DBI. Tower Owner shall provide the peer review panel with the Train Box Performance Requirements and shall advise the Peer Review Panel of Tower Owner’s obligations under this Section.

(iii) Basis of Design Report. Within ninety (90) days after Tower Owner’s geotechnical and structural engineers commence designing the foundation for the Block 5 Tower, Tower Owner shall provide the TJPA with a written report describing the Basis of Design (“**BOD Report**”) for the foundation of the Block 5 Tower and a proposed construction schedule in sufficient detail and with sufficient explanation for an evaluation of the foundation for the Block 5 Tower by the TJPA’s geotechnical and structural engineers. Tower Owner shall update the report at no less than 90-day intervals and shall promptly provide the TJPA with the updated report following each revision thereto until completion of the construction of the foundation system for the Block 5 Tower.

(iv) SSSI Analysis. The sufficiently progressed design of the Block 5 Tower and foundation shall be justified by a detailed Structure-Soil-Structure Interaction (“**SSSI**”) analysis prepared by ARUP (or other qualified consultant, subject to approval by the TJPA, which approval shall not be unreasonably withheld) and submitted to and approved by the TJPA. The SSSI analysis must consider a 100 year return period earthquake and must show that the performance objectives of the TT Center are not compromised in this earthquake event.

(v) Specific Requirements. The Block 5 Tower shall conform to all the following, except to the extent an exception is justified by the SSSI analysis and approved by the TJPA:

(1) The Block 5 Tower foundation shall comprise a piled mat, with piles of sufficient length to control settlement and an appropriate factor of safety on capacity.

(2) No more than 20% of the net static building load shall be taken by the mat.

(3) The location of the northern shoring wall for the parking garage substructure shall be no closer than five (5) feet from the easterly projection of the south face of the existing TT Center shoring wall (“**TTC shoring wall**”).

(4) The piles of the Block 5 Tower foundation shall be no closer than 37' from the future extension of the TTC shoring wall.

(5) The average net pressure at the underside of the mat shall be limited to 2 ksf within approximately 50' from the northern shoring wall of the Block 5 basement. In calculating average net pressure, a hydrostatic water pressure profile shall be assumed below +8' NAVD88.

(6) The bottom of the Block 5 Tower basement excavation shall be no lower than the underside of the TT Center foundation base slab.

(vi) Monitoring Plan. Prior to the start of excavation for the Block 5 Tower, Tower Owner shall develop a plan for monitoring soil and structure movements and anticipated movements and action levels during and after completion of the construction of the Block 5 Tower at Tower Owner's sole cost. Tower Owner shall provide the plan to the TJPA for comment before starting excavation for the Block 5 Tower. From the date on which Tower Owner starts excavation for the Block 5 Tower through the date which is two (2) years after Tower Owner completes the building shell of the Block 5 Tower, Tower Owner shall implement the monitoring plan using equipment with real time reporting capability and shall provide the TJPA with access to the data feeds from the monitoring equipment.

(vii) Train Box Shoring Wall. Except as the Parties may otherwise agree in writing, the TJPA shall not construct the temporary shoring wall for the Train Box Extension closer than five (5) feet from the Block 5 Tower basement; provided, however, that nothing in this paragraph shall be construed as precluding the TJPA from constructing the Train Box Extension shoring wall up to the line created by the eastward projection of the existing train box shoring wall.

5. Indemnity.

(a) General Obligation.

(i) The Tower Owner shall indemnify, defend and hold the TJPA, the City, the Successor Agency, and their Affiliates and their respective members, officers, agents and employees ("**Indemnified Parties**") harmless from and against any losses, costs, claims, damages, liabilities, and causes of action of any nature whatsoever (including, without limitation, the reasonable fees and disbursements of counsel and engineering consultants) ("**Claims**") arising from the condition of, activities on, or use by any Person, of (A) the Open Space Parcels or the Open Space Improvements during the Open Space Easement Term with respect to such Open Space Parcel that Tower Owner is then obligated to maintain (but excluding any Suspension Period), (B) the Natoma Street Parcel or the Natoma Street Improvements during the Street Easement Term, (C) the Basement Easement Area during the Basement Easement Term, or (D) the Basement Construction Easement Area during the Basement Construction Easement Term (each easement term described in clauses (A) through (D), as applied to the corresponding property, the "**Applicable Easement Term**").

(ii) Notwithstanding the foregoing, the Tower Owner's obligation to indemnify shall not include Claims arising from (A) the TJPA's gross negligence or willful

misconduct, (B) conditions and activities prior to the Applicable Easement Term, (C) any portion of the North Sidewalk that is exclusively used or occupied by the TJPA, for the duration of that use or occupation, or (D) any portion of Parcel N3 exclusively used or occupied by the TJPA for the construction or operation of the Escalator, for the duration of such use or occupation.

(b) Hazardous Materials Indemnification.

(i) Tower Owner's indemnification obligations under Section 5(a) shall include indemnifying, defending and holding Indemnified Parties harmless from and against any Claims incurred by or asserted against any Indemnified Party in connection with, arising out of, in response to, or in any manner relating to (A) Tower Owner's violation of any Environmental Law, with regard to the Open Space Parcels or Natoma Street Parcel, the Basement Easement Area, or the Basement Construction Easement Area (collectively, "**Easement Parcels**"), or (B) any Release of a Hazardous Substance, or any condition of pollution, contamination or Hazardous Substance-related nuisance on, under or from the Easement Parcels, occurring with respect to each during the Applicable Easement Term, and, with respect to the Natoma Street Parcel, excluding any portion of the North Sidewalk exclusively used or occupied by the TJPA, for the duration of that use or occupation); except to the extent such violation, Release or threatened Release, or condition was at any time caused by the gross negligence or intentional misconduct of the Indemnified Party seeking indemnification or first arose prior to the Applicable Easement Term. Notwithstanding the foregoing, Tower Owner shall not have any environmental indemnification obligations with respect to any Alternate Open Space Parcel except for its own acts or omissions during such period that it is obligated to maintain such Alternate Open Space Parcel.

(ii) Each of Tower Owner and TJPA, shall use, handle and store any Hazardous Substances hereunder in accordance with the applicable requirements of Environmental Law. In the event of a Release on, under or from the Easement Parcels, the party responsible therefor shall immediately notify the other party and take such remedial actions as may be necessary to clean up the same as may be required by and in accordance with the requirements of Environmental Law.

(iii) The term "**Hazardous Substance**" shall have the meaning set forth in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended as of the date of this Agreement, 42 U.S.C. §9601(14), and in addition shall include, without limitation, petroleum (including crude oil or any fraction thereof) and petroleum products, asbestos, asbestos containing materials, polychlorinated biphenyls ("**PCBs**"), PCB containing materials, all hazardous substances identified in the California Health & Safety Code §§25316 and 25281(d), all chemicals listed pursuant to the California Health & Safety Code §25249.8, and any substance deemed a hazardous substance, hazardous material, hazardous waste, or contaminant under Environmental Law. The foregoing definition shall not include substances that occur naturally on the Easement Parcels.

(iv) The term "Environmental Law" shall include all federal, state and local laws, regulations and ordinances governing hazardous waste, wastewater discharges, drinking water, air emissions, Hazardous Substance releases or reporting requirements, Hazardous

Substance use or storage, and employee or community right to know requirements related to the work being performed under this Agreement.

(v) The term “Release” shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discharging of barrels, containers, and other closed receptacles containing any Hazardous Substance).

(c) The duration of the indemnity provided as to each Easement Parcel in this Section 5 shall not be limited in whole or in part by any shorter duration of indemnity provided for another, overlapping Easement Parcel.

(d) Survival. The Tower Owner’s obligations set forth in this Section shall survive the expiration or termination of this Agreement or the applicable easement term with respect to any acts, events or circumstances occurring or existing, or alleged to occur or exist, during the term of this Agreement and the applicable easement term.

6. **Insurance.**

(a) Tower Owner Insurance Obligation. Without in any way limiting Tower Owner’s indemnification obligations under this Agreement or the OP/DDA, and subject to approval by the TJPA of the insurers and policy forms, Tower Owner shall obtain and maintain, or shall contractually require others to maintain, throughout the term of this Agreement, the minimum insurance coverage for the Easement Parcels as forth in this Section, at no expense to TJPA. If the Tower Owner maintains broader coverages and/or higher limits than the minimums shown in this Section, the TJPA requires and shall be entitled to the additional coverage and/or the higher limits so maintained in the insured or beneficiary capacities set forth in this Section. Exceptions and/or deviations from the requirements of this Section shall be permitted with the written approval of the person serving as TJPA’s risk manager, which approval shall not unreasonably be withheld or delayed.

(b) Minimum Scope. Coverage must be at least as broad as:

(i) Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01 01) or other form approved by the TJPA.

(ii) Insurance Services Office Automobile Liability coverage, code 1 (form number CA 00 01 – “any auto”) or other form approved by the TJPA.

(iii) Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

(iv) Professional Liability Insurance: Tower Owner must require that all architects, engineers, and surveyors, and all other design professionals for the Open Space Improvements, the Natoma Street Improvements, and Basement Improvements (collectively, “**Improvements**”) have liability insurance covering their negligent acts, errors and omissions.

Tower Owner must provide the TJPA with copies of consultants' insurance certificates showing such coverage.

(v) Property Insurance: Special form coverage against direct physical loss to the Project, excluding earthquake or flood, but including vandalism and malicious mischief, during the course of construction and following completion of construction of the Improvements.

(c) Minimum Limits. Tower Owner must maintain limits no less than:

(i) Commercial General Liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to the Easement Parcels, or the general aggregate limit must be twice the required occurrence limit. The policy may apply to the entirety of Block 5 Tower project, so long as the Policy has a per location endorsement for the Easement Parcels that satisfies all requirements of this Section 6(c)(i).

(ii) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(iii) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the State of California and Employers Liability limits of \$1,000,000 for bodily injury by accident and \$1,000,000 per person and in the annual aggregate for bodily injury by disease.

(iv) Professional Liability: \$2,000,000 each occurrence and in the annual aggregate, covering all negligent acts, errors and omissions of Tower Owner's architects, engineers, surveyors and other design professionals. Tower Owner shall cause these minimum limits to be maintained for no less than ten (10) years beyond the completion of construction of all of the Improvements.

(v) Property Insurance: During the course of construction, builder's risk insurance in the full completed value of the Project including coverage in transit and storage off-site, with a deductible not to exceed \$50,000 each loss. Following Completion of Construction, full replacement value of the Project with no coinsurance penalty provision.

(d) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions over \$25,000 must be declared to and approved by the TJPA. In the event such deductibles or self-insured retentions are in excess of \$25,000, at the option of the TJPA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the TJPA, the City, and their respective commissioners, members, officers, agents, and employees; or the Tower Owner shall procure a financial guarantee satisfactory to the TJPA guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(e) Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

(i) General Liability and Automobile Liability Coverage:

(1) Additional Insureds: The TJPA, the City, the Successor Agency, their respective commissioners, members, officers, agents, and employees shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of the Tower Owner; products and completed operations of such party, premises owned, occupied or used by such party; and automobiles owned, leased, hired or borrowed by or on behalf of such party. The coverage shall contain no special limitations on the scope of protection afforded to the TJPA, the City, and their respective commissioners, members, officers, agents or employees.

(2) Defense: Defense shall be outside the limits with respect to all Tower Owner's required general liability insurance and auto insurance. Defense may permissibly be inside the limits with respect to any professional liability and pollution legal liability insurance.

(3) Primary Insurance: For any claims related to this Project, Tower Owner's insurance coverage must be primary insurance as respects to the TJPA, the City, the Successor Agency, and their respective commissioners, members, agents, and employees. Any insurance or self-insurance maintained the TJPA, the City, the Successor Agency, and their respective commissioners, members, agents, officers or employees must be in excess of the applicable party's insurance and will not contribute with it.

(4) Reporting Provisions: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the TJPA, the City and their respective commissioners, members, officers, agents or employees.

(5) Separation of Insureds Condition: Tower Owner's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(ii) Builder's Risk (Course of Construction) Insurance: Tower Owner may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name TJPA as loss payee as its interest may appear.

(iii) All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to TJPA, except in the event of suspension for nonpayment of premium, in which case ten (10) days' notice shall be given.

(f) Acceptability of Insurers. Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A:VII or as otherwise approved by the TJPA.

(g) Waiver of Subrogation. Tower Owner hereby grants to the TJPA and the additional insureds a waiver of any right to subrogation which any insurer of said Tower Owner may acquire against the TJPA and the additional insureds by virtue of the payment of any loss under such insurance. Tower Owner agrees to obtain any endorsement that may be necessary to

affect this waiver of subrogation, but this provision applies regardless of whether or not the TJPA or any of the additional insureds has received a waiver of subrogation endorsement from the insurer.

(h) Reservation of Rights. TJPA reserves the right to require an increase in Tower Owner's insurance coverage: (i) limits in the event the TJPA reasonably determines that changed conditions show cause for an increase; and/or (ii) in the event of a material change in existing law, additional endorsements to Tower Owner's coverage required herein as necessary to maintain comparable coverage to that required herein, unless Tower Owner demonstrates to the TJPA's reasonable satisfaction that such increase in coverage limits or additional endorsements are commercially unreasonable and/or unavailable to Tower Owner.

(i) Claims-Made Coverage. If any of the policies provide coverage on a claims-made basis:

(i) The retroactive date for coverage must be shown and must be before the effective date of the contract for which the coverage is obtained.

(ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

(iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

(j) Verification of Coverage. Tower Owner must furnish the TJPA with certificates of insurance and with original endorsements effecting coverage required by this Section 6. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the TJPA before work commences. The TJPA reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Approval of Tower Owner's insurance by TJPA will not relieve or decrease the obligations of Tower Owner under this Agreement.

(k) Contractor, Subcontractors and Consultants Insurance. Before Tower Owner's general contractor, subcontractors, consultants, architects, and engineers ("**Tower Owner's Contractors**") enter the Tower Parcel or the Easement Parcels, Tower Owner shall cause each of the Tower Owner's Contractors to maintain workers compensation, automobile liability, and commercial general liability insurance in the amounts and in accordance with the requirements listed above, as applicable, unless otherwise approved by the TJPA's Risk Manager, and furnish the TJPA with the certificates of insurance and original endorsements effecting coverage required by this Section.

(l) Obligations and Remedies. If Tower Owner fails to carry a required policy meeting the requirements of this Section, then Tower Owner shall perform the duties which would

have been performed by the carrier had Tower Owner carried such a policy as herein required, but only to the extent of the duties which such carrier would have had to perform. If Tower Owner fails to pay a premium for a required policy when due, the TJPA may, at its election and without waiving any of its other rights or remedies, pay the premium and all interest and penalties, if any, and shall have all legal and equitable remedies against Tower Owner for reimbursement of the amount paid, whether or not Tower Owner gives written notice to the TJPA of the failure to pay the premium.

(m) Survival. The Tower Owner's obligations set forth in this Section 6 shall survive the expiration or termination of this Agreement with respect to any acts, events or circumstances occurring or existing, or alleged to occur or exist, during the term of this Agreement.

7. Change to Completed Improvements. No material change shall be made by Tower Owner to the Improvements unless it is consistent with Project Approvals and Tower Owner has obtained the prior written approval of the TJPA, which approval shall not be unreasonably withheld, conditioned or delayed.

8. No Representations or Warranties; As-Is. Tower Owner acknowledges that the TJPA is granting the easements and other rights to use the Easement Parcels on an "as-is with all faults" basis. Tower Owner further acknowledges that neither TJPA nor any employee, representative or agent of TJPA, have made any representation or warranty, express or implied, with respect to the Easement Parcels, and it is agreed that the TJPA makes no representations, warranties or covenants, express or implied, as to the physical condition of the parcels; as to the condition of any improvements; as to the suitability or fitness of the land for the purposes of the easements and other rights granted to Tower Owner; as to any Environmental Law, or otherwise affecting the use, value, occupancy or enjoyment of the parcels; or as to any other matter whatsoever. The acknowledgements made in this Section shall survive the expiration or termination of this Agreement.

9. Rights of Mortgagees.

(a) Validity of Lien. No breach or violation or threatened breach or violation of any covenant, condition, restriction or easement herein contained shall defeat or render invalid or unenforceable the lien of any Mortgagee made in good faith and for value affecting any portion of the Tower Parcel, but such covenants, conditions, restrictions and easements shall be binding upon and be effective against the Tower Owner or any subsequent owner of all or any portion of the Tower Parcel (Tower Owner or any such subsequent owner, the "Owner") whose title thereto is acquired by foreclosure, trustee's sale, deed-in-lieu of foreclosure or termination of a ground or master lease or otherwise during the period of ownership of the Tower Parcel by such Owner.

(b) Term and Limitation of Liability Following Mortgagee Taking Title. No Mortgagee with respect to the Tower Parcel shall be obligated or liable for the obligations and liabilities of the Owner of the Tower Parcel hereunder unless and until such Mortgagee acquires fee title to all or a portion of the Tower Parcel, and then only to the extent of the duration of such ownership. The foregoing notwithstanding, if the Owner is in default of this Agreement at the time of a Mortgagee's acquisition of the Tower Parcel, the Mortgagee shall remedy any curable defaults of such Owner within thirty (30) days following the acquisition by any such Mortgagee

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of title to the Tower Parcel (or three (3) days following such acquisition of title in the event of an immediate and serious danger to person or property); provided that, if such default cannot reasonably be cured within the required period and Mortgagee has commenced the cure within the required cure period and is diligently prosecuting such cure, the cure period shall be such period as is reasonably required to prosecute such cure to completion. The other provisions of this Section 9 notwithstanding, if the default is failure to complete any of the Improvements in accordance with the provisions of this Agreement, such Mortgagee shall complete the Improvements within such period as is reasonably necessary to complete those improvements, but in no event to exceed six (6) months after the later of (i) the date such Mortgagee acquires fee title to the Tower Parcel, or (ii) the date Owner would have been required to complete the improvements. If a Mortgagee has given the TJPA written notice of the Mortgagee's interest in the Tower Parcel, provided the Mortgagee's mailing address, and requested delivery to Mortgagee of notices that are required to be given under this Agreement, then that Mortgagee shall not be bound by any amendment, modification or revision of this Agreement entered into after the Mortgagee has given such notice to the TJPA without the prior written consent of the Mortgagee. Notwithstanding, the foregoing, if a Mortgagee was not provided notice of Owner's default prior to the date the Mortgagee acquires fee title to the Tower Parcel in accordance with Section 9(c) below, Mortgagee's cure periods under this Section 9(b) shall commence on the date that the TJPA provides written notice of such default to Mortgagee.

(c) Mortgagee Cure Rights Prior to Mortgagee Taking Title. Notwithstanding any other provision in this Agreement for notices of default, the Mortgagee of Owner where Owner is in default hereunder shall be entitled to notice of said default, in the same manner that other notices are required to be given under this Agreement; provided, however, that said Mortgagee shall have, prior to the time of default, notified the TJPA of the Mortgagee's interest in the Tower Parcel, provided TJPA with the Mortgagee's mailing address, and requested notices that are required to be given under this Agreement. In the event that any notice shall be given by TJPA of the default of Owner, then the TJPA shall provide a copy of the notice to such Mortgagee (which has previously given the above stated notice of its mailing address to the TJPA) under any Mortgage affecting the Tower Parcel or portion thereof at the same time that the TJPA gives notice of the default to Owner, that Owner is in default and such Mortgagee shall have sixty (60) days after such notice to cure any such default (or three (3) days in the event of an immediate and serious danger to person or property). If the TJPA fails to provide the required notice to Mortgagee, then the Mortgagee's period to cure shall not start until the TJPA provides the required notice to Mortgagee. If such default cannot reasonably be cured within the required period, and Mortgagee has commenced the cure within the required cure period and is diligently prosecuting such cure, the cure period shall be such period as is reasonably required to prosecute such cure to completion. The periods for cure referred to in this Section 9(c) for defaults that require possession of the Tower Parcel or any part of the Tower Parcel shall each be deemed to commence when the Mortgagee has obtained the permission of Owner, or obtains a court ordered right, to enter the Tower Parcel and perform the cure, which permission or order the Mortgagee shall attempt to obtain as quickly as is reasonably feasible in the circumstances. The giving of any notice of default or the failure to deliver a copy of such notice of default to any Mortgagee shall in no event create any liability on the part of the TJPA so declaring such default.

(d) **Intended Third Party Beneficiary.** Each Mortgagee with respect to all or any portion of the Tower Parcel is an intended third-party beneficiary of the provisions of this Section 9 and, as an intended third-party beneficiary, shall be entitled to enforce the provisions of this Section 9 prior to succeeding to fee title to the Tower Parcel or any portion thereof. Such Mortgagee, however, is not an intended third-party beneficiary of the provisions of this Agreement other than this Section 9 and shall not be entitled to enforce the provisions of this Agreement other than this Section 9 prior to succeeding to fee title to the Tower Parcel or any portion thereof.

10. **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 within thirty (30) days after receipt of written notice thereof from the non-defaulting Party, or is not cured within three (3) days after such notice in the event of an immediate and serious danger to person or property (or 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), the non-defaulting Party 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 (but not the obligation) to perform the obligation as to which such breach or default arose at the commercially reasonable expense of the breaching or defaulting party after reasonable notice and a reasonable opportunity (but not less than five (5) days after notice) to cure such breach or default. 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.

11. **Limitation of Liability.** No foreclosure of a Mortgage or exercise of a power of sale contained in a Mortgage secured by the Tower Parcel or portion thereof shall terminate this Agreement or affect any of the rights and obligations of the Parties under this Agreement. No member of Tower Owner or any director, officer, agent or employee of Tower Owner or any of its members or Affiliates will be personally liable to the TJPA in an event of default by Tower Owner or for any amount that may become due to the TJPA or on any obligations under the terms of this Agreement. No member agency, official, agent or employee of the TJPA or the City will be personally liable to Tower Owner in an event of default by the TJPA or for any amount that may become due to Tower Owner or on any obligations under the terms of this Agreement.

12. **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.

13. **No Cancellation.** No breach of any provision of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement or the easements created hereby, but this limitation shall not affect in any manner any other rights or remedies which any Party may have by reason of any such breach.

14. **Assignment.** Direct or indirect interests in the Tower Parcel, the Easement Parcels, or any portions thereof, may be freely transferred by the Party owning the interest without the necessity of any consent by the other Party. The transferring Party shall give the other Party prompt written notice of any transfer of fee title. Acceptance of a conveyance of fee simple title shall constitute an assumption by the transferee of all of the surviving rights and obligations of the transferor under this Agreement, subject to the limitations set forth in this Agreement. Except by transfer of a Party's ownership of parcel to a new owner, a Party may not transfer or assign its obligations under this Agreement to any other party, and any attempt at such transfer or assignment shall be void.

15. **Notices.**

(a) **Addresses for Notices.** All notices and other communications under this Agreement by either Party to the other shall be in writing and 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 the TJPA:

Transbay Joint Powers Authority
201 Mission Street, Suite 2100
San Francisco, CA 94105
Attn: Executive Director Maria Ayerdi-Kaplan
Reference: Block 5 Tower
Telefacsimile: (415) 597-4615
Telephone: (415) 597-4620

With a copy to:

Shute, Mihaly & Weinberger LLP
396 Hayes Street
San Francisco, CA 94102
Attn: William J. White
Reference: Block 5 Tower
Telefacsimile: (415) 552-5816
Telephone: (415) 552-7272

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

The John Buck Company
Attn: Kevin Hites
1 North Wacker Drive
Suite 2400
Chicago IL 60606
Telefacsimile: (312) 993-0857
Telephone: (312) 627-7674

and

Golub Real Estate Corp.
Attn: Lee Golub
625 N. Michigan Avenue
Suite 2000
Chicago, IL 60611
Telefacsimile: (312) 440-0809
Telephone: (312) 440-8701

(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;

(iii) if approval is being requested, shall be clearly marked "Request for Approval under the Block 5 Easement Agreement and Declaration of Covenants"; and

(iv) if a notice of disapproval or an objection that requires reasonableness, shall specify with particularity the reasons therefor.

(c) Change of Address. Any mailing address or telefacsimile number 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. A Party may not give official or binding notice by telefacsimile. The effective time of a notice shall not be affected by the receipt, before receipt of the original, of a telefacsimile copy of the notice.

16. Estoppel Certificates. Each Party, upon written request of any other Party, shall, within 30 days following such request, issue to such other Party or to any prospective Mortgagee or transferee of such Party's interest in any Easement Parcel, or (with respect to Tower Owner) any lender secured by a pledge of a direct or indirect interest in Tower Owner, 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) in the case of an estoppel certificate requested from the TJPA, whether, to the TJPA's knowledge, Tower Owner has completed its obligations under Sections 2(a), 2(c), 3(a), and 4 of this Agreement, and if any such obligation has not been completed, specifying the obligation which

Transbay Block 5

Assessor's Block 3718, Lot 012, Portions of Lot 025 and 027

Page 26 of 104

has not been completed; (iii) 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 (iv) 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.

17. **Term of this Agreement.** This Agreement shall become effective upon the recordation of this Agreement in the Official Records of the City and County of San Francisco (the “**Effective Date**”) and shall be perpetual, unless earlier terminated by written agreement of the Parties, subject to compliance with the Project Approvals.

18. **Running with the Land.** Each and every easement, covenant, right, obligation, condition and restriction set forth in this Agreement (each a “**Covenant**”) burdening a parcel touches and concerns and shall affect, relate to, and run with the parcel so burdened, and shall apply to and bind the respective successor Owners of the burdened parcel or any portion thereof; and each and every Covenant benefitting a parcel touches and concerns and shall affect, relate to, and run with the parcel so benefitted, and shall apply to, accrue to benefit of, and be enforced by the respective successor Owners of the benefitted parcel or any portion thereof. Each and every Covenant is a covenant running with the land pursuant to applicable law, including, without limitation, Section 1468 of the Civil Code of the State of California. The Tower Owner’s rights and obligations under this Agreement shall run with the Tower Parcel. The TJPA’s rights and obligations under this Agreement pertaining to the Natoma Street Parcel (including the Basement Easement Area) and the Train Box Performance Requirements shall run with the Natoma Street Parcel and the Train Box Parcel. The TJPA’s rights and obligations pertaining to the Open Space Parcels shall run with the Open Space Parcels. The provisions of this Section 18 are intended to be subject to the limitations of liability and other provisions of this Agreement.

19. **Temporary Tieback Easement.**

(a) In connection with the construction of the Block 5 Tower, Tower Owner may wish to utilize temporary tiebacks to support the temporary basement shoring during excavation. The tiebacks, if utilized, would run from the temporary shoring wall below the surface at a downward angle to be determined by Tower Owner’s contractors, for approximately 80 feet. The tiebacks on the north and east sides of the Block 5 Tower would extend under the Natoma Street Parcel, Parcel N2, and Parcel M1 (see Exhibit M for illustrative purposes only). The TJPA agrees to grant to Tower Owner a temporary, subsurface easement for the installation and use of portions of the Natoma Street Parcel, Parcel N2, and Parcel M1, for tiebacks (“**Tieback Easement**”), subject to the following:

(i) As a condition of granting the Tieback Easement, the TJPA shall have approved, in its reasonable discretion, the number, design, and specific location of the tiebacks, and shall have determined that the tiebacks will not diminish the safety, functionality, or performance, or increase the cost of, the Train Box Extension, or the use of the Open Space Parcels for public open space. Prior to the TJPA’s determination, Tower Owner shall provide to the TJPA

engineering design drawings and calculations for the tiebacks that will allow the TJPA's engineers to make the required determination.

(ii) The Tieback Easement shall commence upon the TJPA's written notice of approval under Section 19(a)(i), and shall terminate within 30 days of (A) completion of the tower basement or (B) the TJPA's issuance of a Construction Notice, whichever is earlier. In no event will the TJPA approve the Tieback Easement after the issuance of a Construction Notice.

(iii) Prior to termination of the Tieback Easement, the Tower Owner, at its sole cost and expense, shall (A) de-tension all of the installed tiebacks, (B) for any tieback cable that crosses the TTC Shoring Wall, cut and remove that portion of the cable between the Block 5 Tower and the TTC Shoring Wall, or the first 20 feet of cable, whichever is greater, and (C) and provide to the TJPA evidence of compliance with the foregoing, to the TJPA's satisfaction. The Tower Owner may leave any remaining tieback cables in place following termination of the Tieback Easement, provided the TJPA, in its reasonable discretion, has determined that doing so will not increase the costs of constructing the Train Box Extension, or Tower Owner has agreed to compensate the TJPA for any such increased costs.

(iv) Tower Owner shall bear sole responsibility for all matters relating to the tiebacks, including, without limitation, the construction of the Block 5 Tower, ensuring the functionality of the tiebacks for their intended purpose, providing adequate support for the basement shoring in the event the Tieback Easement is terminated prior to completion of construction of the basement, obtaining easements from any other property owners necessary to implement the proposed tiebacks, and obtaining any required governmental approvals for the tiebacks. The areas in which the tiebacks will be located shall be included as an Easement Parcel, and the term of the Tieback Easement shall be an Applicable Easement Term, for purposes of this Agreement, and the provisions applicable generally to the Easement Parcels, including without limitation the indemnification provisions of Section 5, shall apply to the Tieback Easement.

20. **General Provisions.**

(a) **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.

(b) **Non-Waiver.** No waiver made by either Party with respect to the performance, or manner or time of performance, or any obligation of the other Party or any condition to its own obligation under this Agreement 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.

(c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. The TJPA and Tower Owner 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 Tower Owner and the 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.

(d) **Attorneys' Fees.** In the event any litigation arises under this Agreement, the prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees and costs of the proceedings. 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 intended to be several from the other provisions of this Agreement and to survive and not be merged into any such judgment. For purposes of this Agreement, the reasonable fees of attorneys for the 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 the TJPA's attorneys' services were rendered who practice in the City of San Francisco, notwithstanding the TJPA's use of its own attorneys or the City Attorney.

(e) **Not a Public Dedication.** Nothing contained in this Agreement shall be deemed to be a gift, dedication or offer of dedication of, or be deemed to create an easement or other real property interest with respect to, any portion of or interest in any of the Easement Parcels to the Public, and this Agreement shall be strictly limited to and for the purposes expressed herein. No implied dedication shall arise from any use of the areas subject to the easements herein granted, whether or not such use is consistent with the provisions of this Agreement. The use of the Open Space Parcels or Natoma Street Parcels by the Public is by permission of the TJPA and shall not give rise to a prescriptive easement.

(f) **No Third Party Beneficiaries or Duties.** The City is an intended third party beneficiary of the TJPA's rights under this Agreement, provided that no approval of the City shall be required to amend this Agreement. Except as provided above with respect to the City and except as provided in Section 9, no other Person (including any member of the Public) shall be a third party beneficiary or have any enforcement or other rights, express or implied, under this Agreement. Nothing in this Agreement shall be deemed or construed to create any duty to any third party or to describe any standard of care owed to any third party.

(g) **Amendments.** This Agreement may be amended, modified, supplemented or revoked only by the written agreement of all Parties hereto, subject to compliance with Project Approvals, which amendment, modification, supplement or revocation shall be effective and binding upon the whole of the Tower Parcel and the Easement Parcels upon the recordation of same in the Official Records of the City and County of San Francisco, except as may be otherwise provided in this Agreement. In the event of any amendment modifying the area subject to an easement, or in the event an easement otherwise terminates in whole or in part, the parties shall cooperate in promptly preparing, executing and recording a quitclaim deed in the form of Exhibit E for the lands from which the easement has been removed or in which the easement has been terminated.

(h) **Entire Agreement.** This Agreement (including the Exhibits) contains 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.

(i) **Interpretation of Agreement.**

(i) **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.

(ii) **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.

(iii) **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.

(iv) **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.

(v) **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.

(vi) **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.

(j) **Conflicts of Interest.** Through its execution of this Agreement, Tower Owner 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 Tower Owner becomes aware of any such fact during the term of this Agreement, Tower Owner shall promptly notify the TJPA.

(k) **Notification of Limitations on Contributions.** Through its execution of this Agreement, Tower Owner acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City or the TJPA for the selling or leasing of any land or building to or from the City or the TJPA, whenever such transaction would require approval by a board on which a City elective officer or member of the TJPA Board sits, from making any campaign contribution to the City elective officer or a member of the 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 the 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 the 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 the TJPA (or both) and the contractor. Negotiations are terminated when City or the TJPA or the prospective contractor end the negotiation process before a final decision is made to award the contract.

(l) **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 the TJPA a partner in Tower Owner's business, or joint venturer or member in any joint enterprise with Tower Owner.

(m) **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.

(n) **Authority to Bind.** The TJPA and Tower Owner each represent and warrant to the other that the individual signing this Agreement has the full right, power, and authority to sign on behalf of and bind its entity under this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date first written above.

TRANSBAY JOINT POWERS AUTHORITY

By: _____
Maria Ayerdi-Kaplan
Executive Director

APPROVED AS TO FORM:
Shute, Mihaly & Weinberger LLP

William J. White
Counsel for TJPA

TOWER OWNER:

MA WEST, LLC, a Delaware limited liability corporation, a joint venture between affiliates of Golub Real Estate Corp., an Illinois corporation, and The John Buck Company, a Delaware limited liability company

By: _____
__, Managing Member

By: _____

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 _____, 2015, 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 _____)
County of _____)

On _____, 2015, 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)

EXHIBIT A

LEGAL DESCRIPTION OF TOWER PARCEL

EXHIBIT A

TOWER PARCEL LEGAL DESCRIPTION

"TRANSBAY BLOCK 5"

PARCEL A

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING ALL OF THE LANDS DESCRIBED IN THOSE CERTAIN DEEDS CONVEYED TO THE STATE OF CALIFORNIA RECORDED SEPTEMBER 1, 1936, IN BOOK 3002, PAGE 448, SEPTEMBER 18, 1936, IN BOOK 3021, PAGE 161 AND NOVEMBER 27, 1937, IN BOOK 3213, PAGE 447, AND A PORTION OF THE LANDS DESCRIBED IN THOSE CERTAIN DEEDS CONVEYED TO THE STATE OF CALIFORNIA RECORDED OCTOBER 9, 1936, IN BOOK 3016, PAGE 474, NOVEMBER 6, 1953, IN BOOK 6261, PAGE 180 AND JANUARY 12, 1954, IN BOOK 6298, PAGE 564, ALL OF OFFICIAL RECORDS AND DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF HOWARD STREET (82.50 FEET WIDE), DISTANT THEREON S46°18'10"W 92.41 FEET FROM THE SOUTHWESTERLY LINE OF MAIN STREET (82.50 FEET WIDE), SAID POINT OF BEGINNING BEING THE MOST SOUTHERLY CORNER OF THE PROPERTY DESCRIBED IN THAT CERTAIN DIRECTOR'S DEED RECORDED APRIL 10, 1956, IN BOOK 6822, PAGE 120, OFFICIAL RECORDS; THENCE ALONG SAID LINE OF HOWARD STREET S46°18'10"W 136.76 FEET TO A POINT DISTANT THEREON 45.83 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF BEALE STREET (82.50 FEET WIDE); THENCE N43°41'50"W 57.50 FEET; THENCE S46°18'10"W 45.83 FEET TO SAID NORTHEASTERLY LINE OF BEALE STREET; THENCE ALONG SAID LINE OF BEALE STREET N43°41'50"W 116.50 FEET; THENCE N46°18'10"E 138.70 FEET TO THE SOUTHWESTERLY LINE OF THE PROPERTY DESCRIBED IN SAID DIRECTOR'S DEED; THENCE ALONG SAID SOUTHWESTERLY LINE THE FOLLOWING COURSES: S65°41'41"E 32.85 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 448.59 FEET; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 9°37'15", AN ARC LENGTH OF 75.33 FEET TO A POINT OF COMPOUND CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 420.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 9°52'18", AN ARC LENGTH OF 72.36 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF ASSESSOR'S BLOCK NO. 3718

BASIS OF BEARINGS: THE SAN FRANCISCO CITY MONUMENT LINE LOCATED IN BEALE STREET BETWEEN MONUMENT LINES IN MISSION STREET AND HOWARD STREET, IS TAKEN AS SOUTH 43°41'50" EAST AS SHOWN ON RECORD OF SURVEY NO. 6428, FILED ON MAY 31, 2012, IN BOOK EE OF SURVEY MAPS, AT PAGES 19-27, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO.

PARCEL B

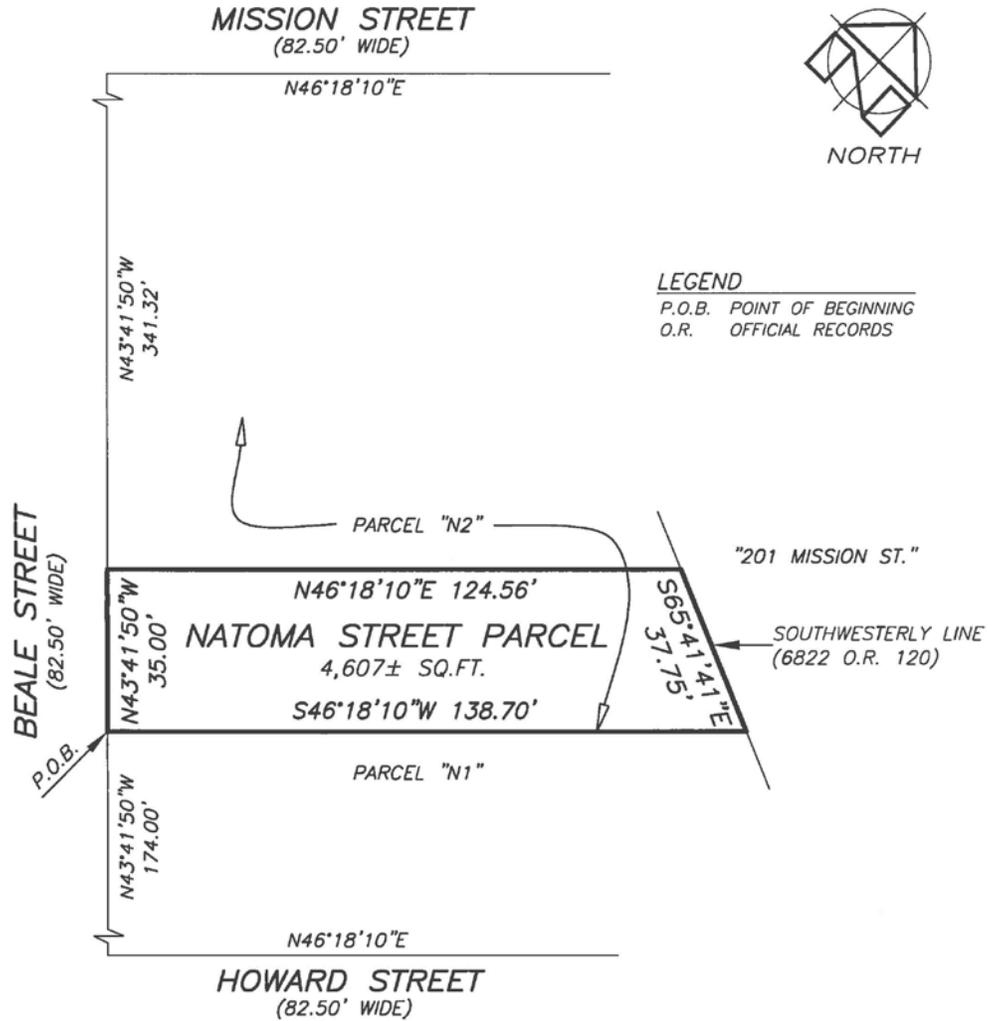
ASSESSORS PARCEL NUMBER: LOT 012 BLOCK 3718

687708.1

EXHIBIT B

LEGAL DESCRIPTION OF NATOMA STREET PARCEL

EXHIBIT B



NATOMA STREET PARCEL

ASSESSOR'S BLOCK 3718
SAN FRANCISCO, CALIFORNIA

BY JP CHKD. BR DATE 7-27-15 SCALE 1"=30' SHEET 1 OF 1 JOB NO. S-8837

MARTIN M. RON ASSOCIATES, INC.
LAND SURVEYORS

859 HARRISON STREET
SAN FRANCISCO, CA. 94107
(415) 543-4500
S-8837_BNDY PLATS.DWG

EXHIBIT B

LEGAL DESCRIPTION OF NATOMA STREET PARCEL

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF THOSE CERTAIN LANDS DESCRIBED IN THOSE CERTAIN DIRECTOR'S DEEDS RECORDED AUGUST 9, 2010, IN DOCUMENT NO. 2010-J017196 AND DOCUMENT NO. 2010-J017207, OFFICIAL RECORDS, ALSO BEING A PORTION OF PARCEL B, AS SAID PARCEL IS SHOWN ON PARCEL MAP 8677, FILED FOR RECORD _____, 2015, IN BOOK _____ OF PARCEL MAPS, PAGES _____, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF BEALE STREET (82.50 FEET WIDE), DISTANT THEREON N43°41'50"W 174.00 FEET FROM THE NORTHWESTERLY LINE OF HOWARD STREET (82.50 FEET WIDE); THENCE ALONG SAID LINE OF BEALE STREET, N43°41'50"W 35.00 FEET; THENCE N46°18'10"E 124.56 FEET TO THE SOUTHWESTERLY LINE OF THE LANDS DESCRIBED IN THAT CERTAIN DIRECTOR'S DEED RECORDED APRIL 10, 1956, IN BOOK 6822, PAGE 120, OFFICIAL RECORDS; THENCE ALONG SAID SOUTHWESTERLY LINE S65°41'41"E 37.75 FEET TO A POINT THAT IS PERPENDICULARLY DISTANT 174.00 FEET NORTHWESTERLY FROM SAID NORTHWESTERLY LINE OF HOWARD STREET; THENCE S46°18'10"W 138.70 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF ASSESSOR'S BLOCK NO. 3718

BASIS OF BEARINGS: THE SAN FRANCISCO CITY MONUMENT LINE LOCATED IN BEALE STREET BETWEEN MONUMENT LINES IN MISSION STREET AND HOWARD STREET, IS TAKEN AS SOUTH 43°41'50" EAST AS SHOWN ON RECORD OF SURVEY NO. 6428, FILED ON MAY 31, 2012, IN BOOK EE OF SURVEY MAPS, AT PAGES 19-27, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO.

B. B. Ron

Benjamin B. Ron, PLS 5015

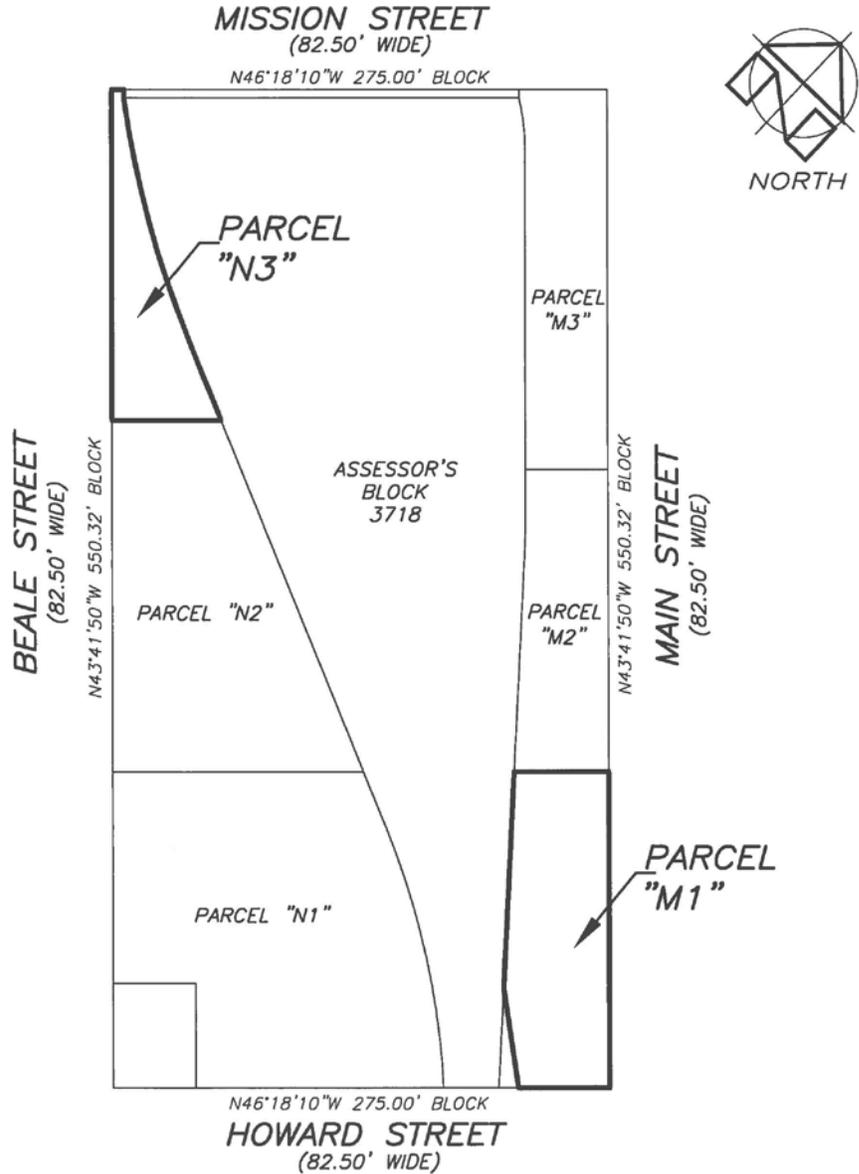
Date: 7-27-15



EXHIBIT C

LEGAL DESCRIPTION OF OPEN SPACE PARCELS

EXHIBIT C



OPEN SPACE PARCELS

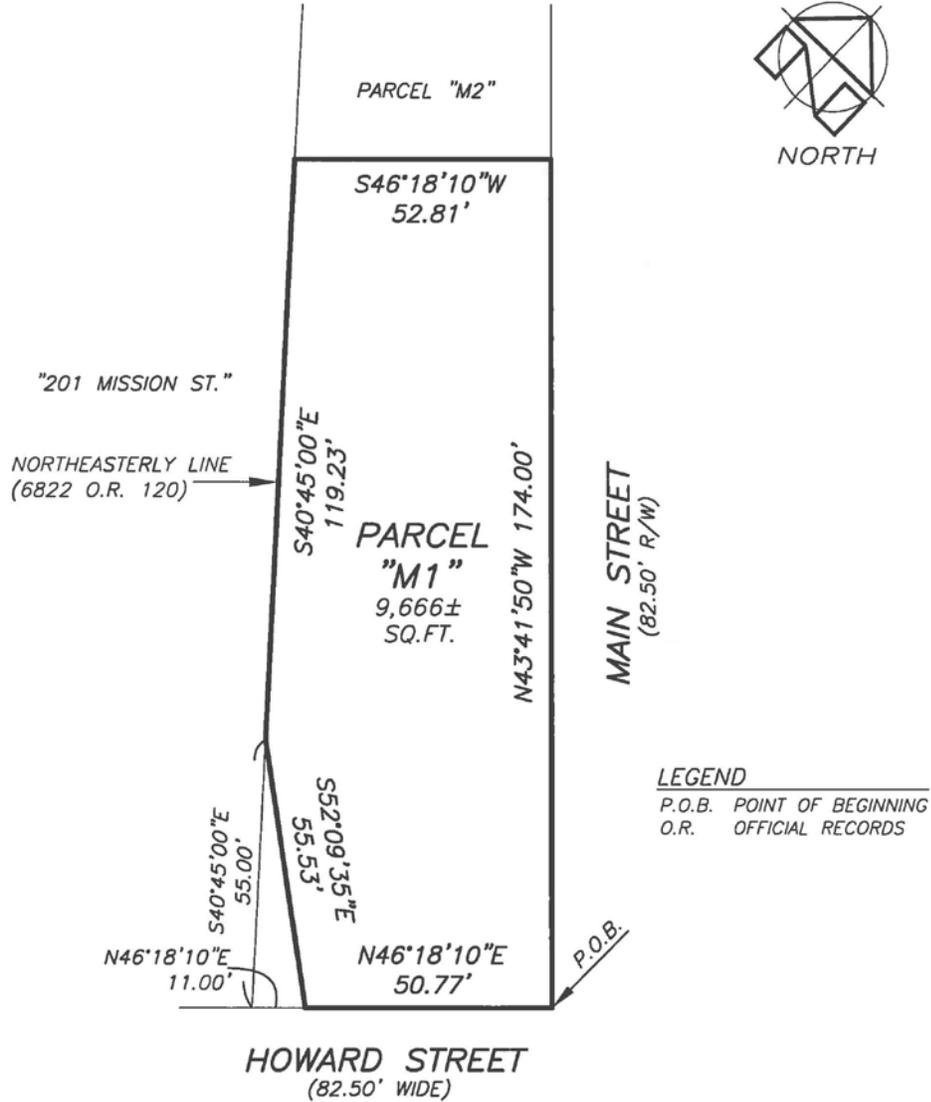
ASSESSOR'S BLOCK 3718
SAN FRANCISCO, CALIFORNIA

BY JP CHKD. BR DATE 7-27-15 SCALE 1"=80' SHEET 1 OF 3 JOB NO. S-8837

MARTIN M. RON ASSOCIATES, INC.
LAND SURVEYORS

859 HARRISON STREET
SAN FRANCISCO, CA. 94107
(415) 543-4500
S-8837_BNDY PLATS.DWG

EXHIBIT C



OPEN SPACE PARCELS

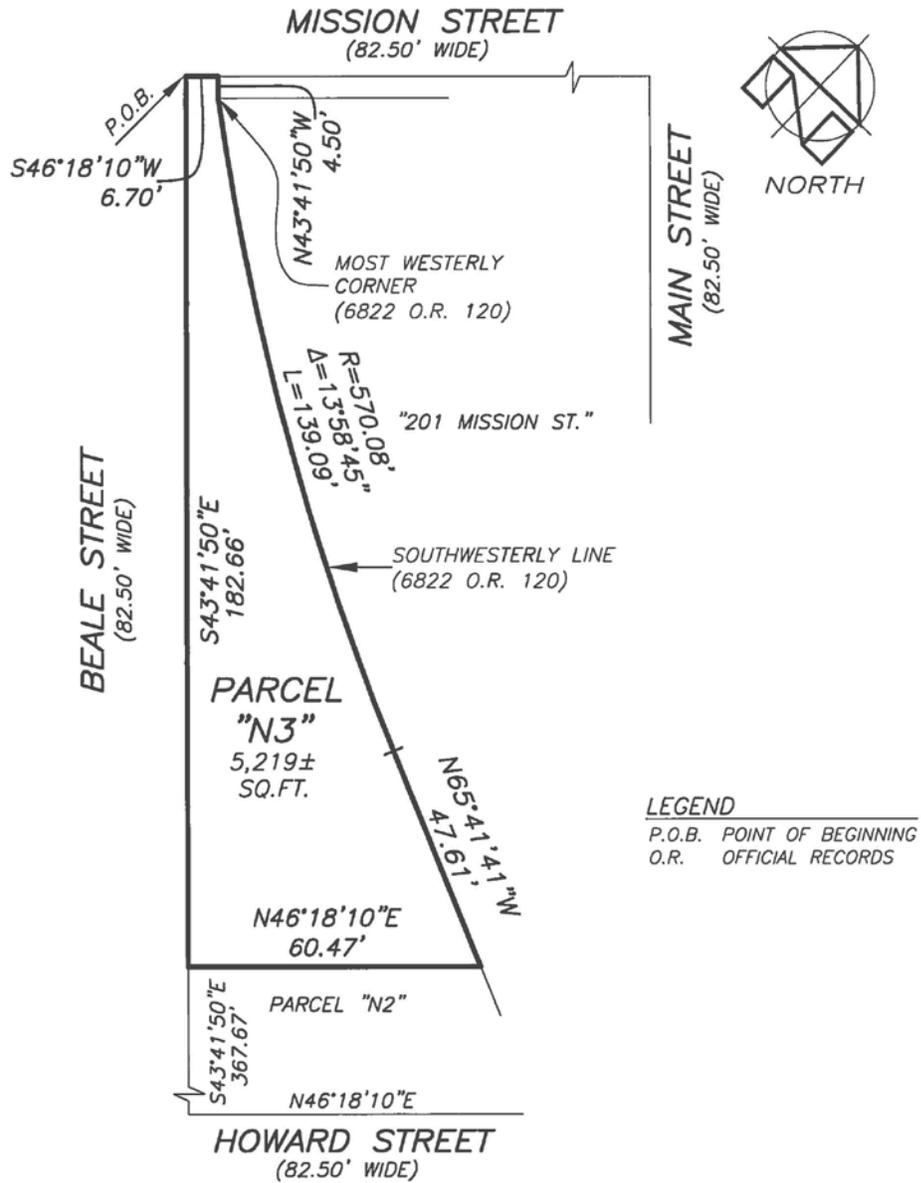
ASSESSOR'S BLOCK 3718
SAN FRANCISCO, CALIFORNIA

BY JP CHKD. BR DATE 7-27-15 SCALE 1"=30' SHEET 2 OF 3 JOB NO. S-8837

MARTIN M. RON ASSOCIATES, INC.
LAND SURVEYORS

859 HARRISON STREET
SAN FRANCISCO, CA. 94107
(415) 543-4500
S-8837_BNDY PLATS.DWG

EXHIBIT C



OPEN SPACE PARCELS

ASSESSOR'S BLOCK 3718
SAN FRANCISCO, CALIFORNIA

BY JP CHKD. BR DATE 7-27-15 SCALE 1"=30' SHEET 3 OF 3 JOB NO. S-8837

MARTIN M. RON ASSOCIATES, INC.
LAND SURVEYORS

859 HARRISON STREET
SAN FRANCISCO, CA. 94107
(415) 543-4500
S-8837_BNDY PLATS.DWG

EXHIBIT C

LEGAL DESCRIPTION OF OPEN SPACE PARCELS

PARCEL M1

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF THOSE CERTAIN LANDS DESCRIBED IN THAT CERTAIN DIRECTOR'S DEED RECORDED NOVEMBER 5, 2008, IN DOCUMENT NO. 2008-1675524, OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF MAIN STREET (82.50 FEET WIDE) WITH THE NORTHWESTERLY LINE OF HOWARD STREET (82.50 FEET WIDE); THENCE ALONG SAID LINE OF MAIN STREET N43°41'50"W 174.00 FEET; THENCE S46°18'10"W 52.81 FEET TO THE NORTHEASTERLY LINE OF THE LANDS DESCRIBED IN THAT CERTAIN DIRECTOR'S DEED RECORDED APRIL 10, 1956, IN BOOK 6822, PAGE 120, OFFICIAL RECORDS; THENCE ALONG SAID NORTHEASTERLY LINE S40°45'00"E 119.23 FEET TO A POINT DISTANT THEREON N40°45'00"W 55.00 FEET FROM SAID NORTHWESTERLY LINE OF HOWARD STREET; THENCE S52°09'35"E 55.53 FEET TO A POINT ON SAID NORTHWESTERLY LINE OF HOWARD STREET, DISTANT THEREON S46°18'10"W 50.77 FEET FROM THE POINT OF BEGINNING; THENCE N46°18'10"E 50.77 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF ASSESSOR'S BLOCK NO. 3718

BASIS OF BEARINGS: THE SAN FRANCISCO CITY MONUMENT LINE LOCATED IN BEALE STREET BETWEEN MONUMENT LINES IN MISSION STREET AND HOWARD STREET, IS TAKEN AS SOUTH 43°41'50" EAST AS SHOWN ON RECORD OF SURVEY NO. 6428, FILED ON MAY 31, 2012, IN BOOK EE OF SURVEY MAPS, AT PAGES 19-27, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO.

Benjamin B. Ron
Benjamin B. Ron, PLS 5015

Date: 7-27-15



EXHIBIT C

LEGAL DESCRIPTION OF OPEN SPACE PARCELS

PARCEL N3

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF THOSE CERTAIN LANDS DESCRIBED IN THAT CERTAIN DIRECTOR'S DEED RECORDED AUGUST 9, 2010, IN DOCUMENT NO. 2010-J017196, OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF BEALE STREET (82.50 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF MISSION STREET (82.50 FEET WIDE); THENCE ALONG SAID LINE OF BEALE STREET S43°41'50"E 182.66 FEET; THENCE N46°18'10"E 60.47 FEET TO THE SOUTHWESTERLY LINE OF THE LANDS DESCRIBED IN THAT CERTAIN DIRECTOR'S DEED RECORDED APRIL 10, 1956, IN BOOK 6822, PAGE 120, OFFICIAL RECORDS; THENCE ALONG SAID SOUTHWESTERLY LINE N65°41'41"W 47.61 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 570.08 FEET; THENCE NORTHWESTERLY, ALONG SAID SOUTHWESTERLY LINE, THROUGH A CENTRAL ANGLE OF 13°58'45", AN ARC LENGTH OF 139.09 FEET TO THE MOST WESTERLY CORNER OF SAID LANDS DESCRIBED IN SAID DIRECTOR'S DEED; THENCE N43°41'50"W 4.50 FEET TO SAID SOUTHEASTERLY LINE OF MISSION STREET; THENCE ALONG SAID LINE OF MISSION STREET S46°18'10"W 6.70 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF ASSESSOR'S BLOCK NO. 3718

BASIS OF BEARINGS: THE SAN FRANCISCO CITY MONUMENT LINE LOCATED IN BEALE STREET BETWEEN MONUMENT LINES IN MISSION STREET AND HOWARD STREET, IS TAKEN AS SOUTH 43°41'50" EAST AS SHOWN ON RECORD OF SURVEY NO. 6428, FILED ON MAY 31, 2012, IN BOOK EE OF SURVEY MAPS, AT PAGES 19-27, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO.

B. B. R.
Benjamin B. Ron, PLS 5015

Date: 7.27.15



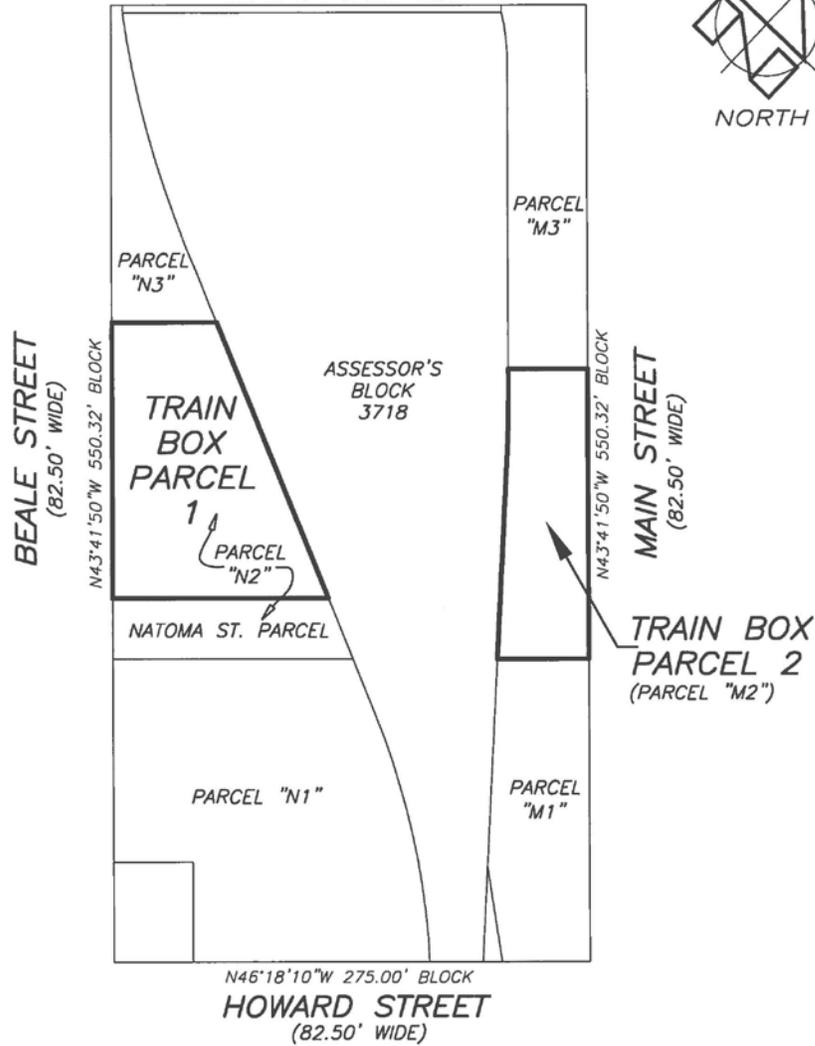
EXHIBIT D

LEGAL DESCRIPTION OF TRAIN BOX PARCEL

EXHIBIT D

MISSION STREET
(82.50' WIDE)

N46°18'10"W 275.00' BLOCK



TRAIN BOX PARCELS

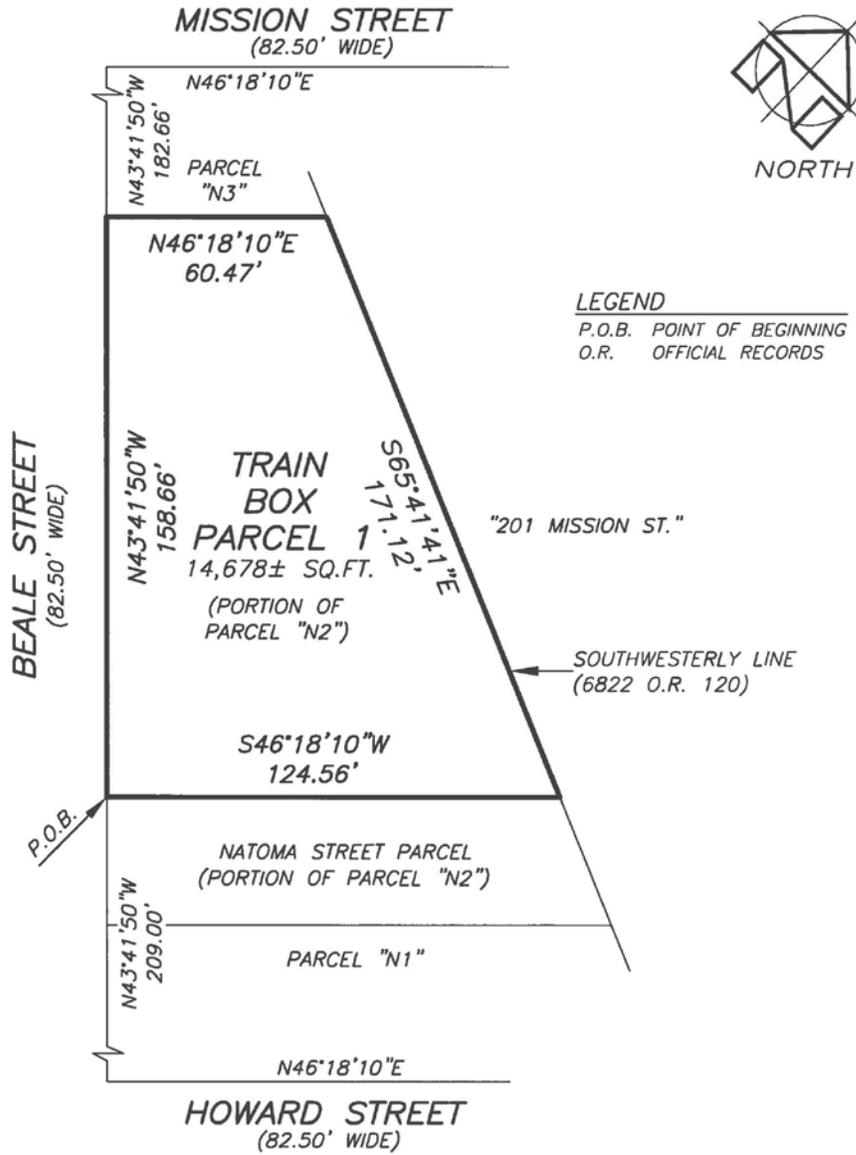
ASSESSOR'S BLOCK 3718
SAN FRANCISCO, CALIFORNIA

BY JP CHKD. BR DATE 7-27-15 SCALE 1"=80' SHEET 1 OF 3 JOB NO. S-8837

MARTIN M. RON ASSOCIATES, INC.
LAND SURVEYORS

859 HARRISON STREET
SAN FRANCISCO, CA. 94107
(415) 543-4500
S-8837_BNDY PLATS.DWG

EXHIBIT D



TRAIN BOX PARCELS

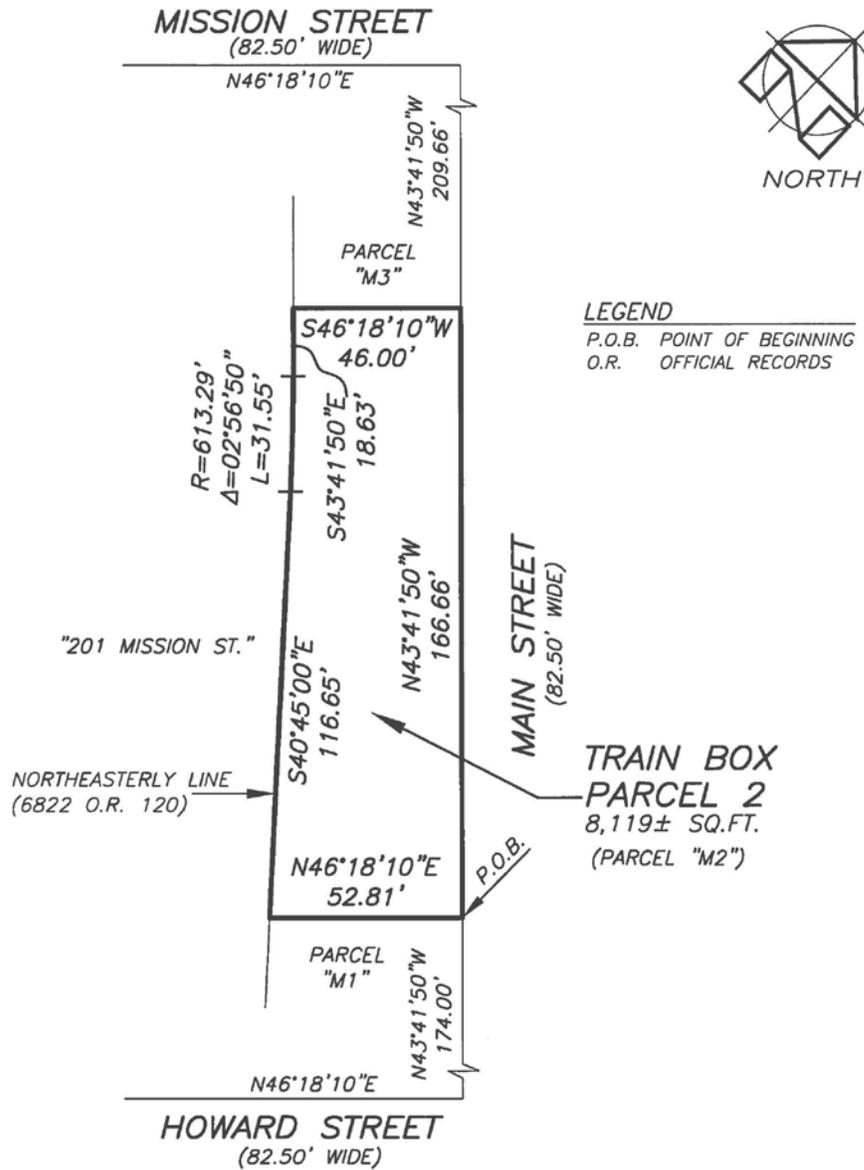
ASSESSOR'S BLOCK 3718
SAN FRANCISCO, CALIFORNIA

BY JP CHKD. BR DATE 7-27-15 SCALE 1"=40' SHEET 2 OF 3 JOB NO. S-8837

MARTIN M. RON ASSOCIATES, INC.
LAND SURVEYORS

859 HARRISON STREET
SAN FRANCISCO, CA. 94107
(415) 543-4500
S-8837_BNDY PLATS.DWG

EXHIBIT D



TRAIN BOX PARCELS

ASSESSOR'S BLOCK 3718
SAN FRANCISCO, CALIFORNIA

BY JP CHKD. BR DATE 7-27-15 SCALE 1"=40' SHEET 3 OF 3 JOB NO. S-8837

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LAND SURVEYORS

859 HARRISON STREET
SAN FRANCISCO, CA. 94107
(415) 543-4500
S-8837_BNDY PLATS.DWG

EXHIBIT D

LEGAL DESCRIPTION OF TRAIN BOX PARCEL 1

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF THOSE CERTAIN LANDS DESCRIBED IN THOSE CERTAIN DIRECTOR'S DEEDS RECORDED AUGUST 9, 2010, IN DOCUMENT NO. 2010-J017196 AND DOCUMENT NO. 2010-J017207, OFFICIAL RECORDS, ALSO BEING A PORTION OF PARCEL B, AS SAID PARCEL IS SHOWN ON PARCEL MAP 8677, FILED FOR RECORD _____, 2015, IN BOOK _____ OF PARCEL MAPS, PAGES _____, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF BEALE STREET (82.50 FEET WIDE), DISTANT THEREON N43°41'50"W 209.00 FEET FROM THE NORTHWESTERLY LINE OF HOWARD STREET (82.50 FEET WIDE); THENCE ALONG SAID LINE OF BEALE STREET, N43°41'50"W 158.66 FEET TO A POINT DISTANT THEREON S43°41'50"E 182.66 FEET FROM THE SOUTHEASTERLY LINE OF MISSION STREET (82.50 FEET WIDE); THENCE N46°18'10"E 60.47 FEET TO THE SOUTHWESTERLY LINE OF THE LANDS DESCRIBED IN THAT CERTAIN DIRECTOR'S DEED RECORDED APRIL 10, 1956, IN BOOK 6822, PAGE 120, OFFICIAL RECORDS; THENCE ALONG SAID SOUTHWESTERLY LINE S65°41'41"E 171.12 FEET TO A POINT THAT IS PERPENDICULARLY DISTANT 209.00 FEET NORTHWESTERLY FROM SAID NORTHWESTERLY LINE OF HOWARD STREET; THENCE S46°18'10"W 124.56 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF ASSESSOR'S BLOCK NO. 3718

BASIS OF BEARINGS: THE SAN FRANCISCO CITY MONUMENT LINE LOCATED IN BEALE STREET BETWEEN MONUMENT LINES IN MISSION STREET AND HOWARD STREET, IS TAKEN AS SOUTH 43°41'50" EAST AS SHOWN ON RECORD OF SURVEY NO. 6428, FILED ON MAY 31, 2012, IN BOOK EE OF SURVEY MAPS, AT PAGES 19-27, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO.

B. B. R.
Benjamin B. Ron, PLS 5015

Date: 7-27-15



EXHIBIT D

LEGAL DESCRIPTION OF TRAIN BOX PARCEL 2

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF THOSE CERTAIN LANDS DESCRIBED IN THAT CERTAIN DIRECTOR'S DEED RECORDED NOVEMBER 5, 2008, IN DOCUMENT NO. 2008-1675524, OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF MAIN STREET (82.50 FEET WIDE), DISTANT THEREON N43°41'50"W 174.00 FEET FROM THE NORTHWESTERLY LINE OF HOWARD STREET (82.50 FEET WIDE); THENCE ALONG SAID LINE OF MAIN STREET N43°41'50"W 166.66 FEET; THENCE S46°18'10"W 46.00 FEET TO THE NORTHEASTERLY LINE OF THE LANDS DESCRIBED IN THAT CERTAIN DIRECTOR'S DEED RECORDED APRIL 10, 1956, IN BOOK 6822, PAGE 120, OFFICIAL RECORDS; THENCE ALONG SAID NORTHEASTERLY LINE THE FOLLOWING COURSES AND DISTANCES: S43°41'50"E 18.63 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 613.29 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°56'50", AN ARC LENGTH OF 31.55 FEET; THENCE S40°45'00"E 116.65 FEET TO A POINT THAT IS PERPENDICULARLY DISTANT 174.00 FEET NORTHWESTERLY FROM SAID NORTHWESTERLY LINE OF HOWARD STREET; THENCE LEAVING SAID NORTHEASTERLY LINE N46°18'10"E 52.81 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF ASSESSOR'S BLOCK NO. 3718

BASIS OF BEARINGS: THE SAN FRANCISCO CITY MONUMENT LINE LOCATED IN BEALE STREET BETWEEN MONUMENT LINES IN MISSION STREET AND HOWARD STREET, IS TAKEN AS SOUTH 43°41'50" EAST AS SHOWN ON RECORD OF SURVEY NO. 6428, FILED ON MAY 31, 2012, IN BOOK EE OF SURVEY MAPS, AT PAGES 19-27, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO.

B. B. Ron
Benjamin B. Ron, PLS 5015

Date: 7-27-15



EXHIBIT E

FORM OF REMOVED LANDS QUITCLAIM DEED

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Transbay Joint Powers Authority
c/o William J. White
Shute, Mihaly & Weinberger LLP
396 Hayes Street
San Francisco, CA 94102

Document Transfer Tax \$0
(Rev & Tax Code § 11922; SF Bus. & Tax. Code 1105)

(Space above this line reserved for Recorder's use only)

EASEMENT QUITCLAIM DEED

(*[INSERT PARCEL INFORMATION]*)

RECITALS

A. On September ____, 2015, the TRANSBAY JOINT POWERS AUTHORITY, a joint powers agency created under California Government Code Sections 6500 *et seq.* (“TJPA”), and MA WEST LLC (“MA West”), a Delaware limited liability company _____, entered into the Block 5 Easement Agreement and Declaration of Restrictions, recorded on _____ as _____ (“Agreement”).

B. MA West purchased the property known as 250 Howard Street (“Tower Parcel”) pursuant to that Owner Participation /Disposition and Development Agreement recorded on _____ as _____.

The Agreement, inter alia, granted to MA West and any subsequent owner of the Tower Parcel (“Tower Owner”), for the benefit of the Tower Parcel, certain appurtenant easements in and over property owned by the TJPA, including [*specify easement(s) to be quitclaimed*].

C. On _____, pursuant to Section __ of the Agreement, [“the parties executed an amendment to the Agreement to remove from the [*specify easement*]” or “the [*specify easement*] was terminated in”] that property more particularly described in Attachment 1 hereto (“Quitclaim Property”).

THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, TOWER OWNER hereby releases, remises and quitclaims to the TJPA all of its

rights and interest in and to the Quitclaim Property under the [*insert easement*].

TOWER OWNER:

By: _____

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 _____, 2015, 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.

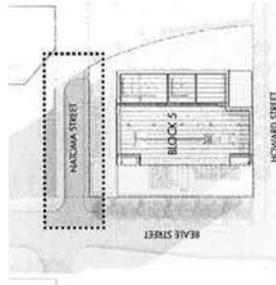
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

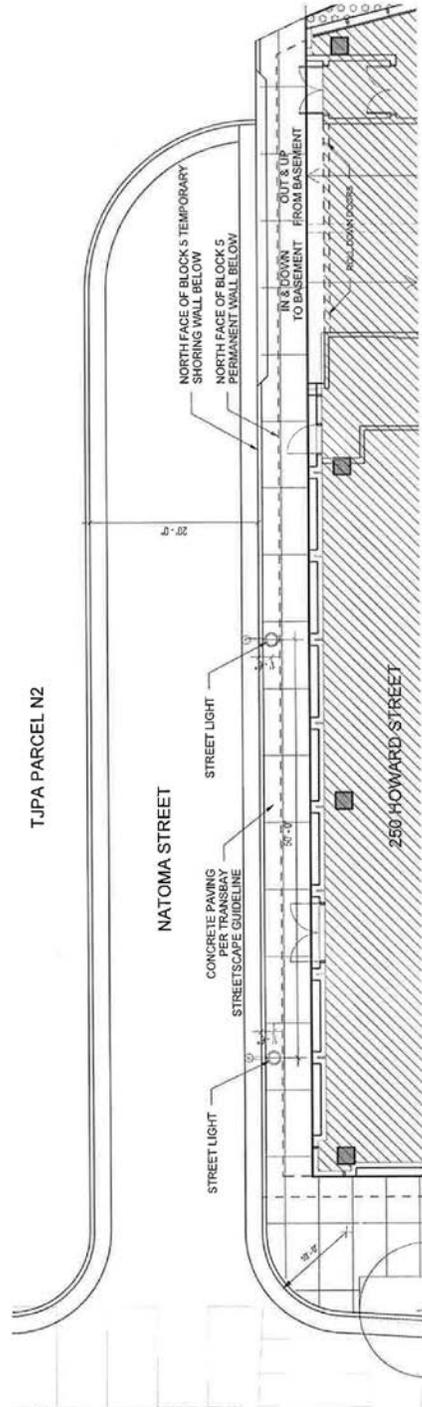
Signature _____ (Seal)

Quitclaim Deed – Attachment 1
[Insert Legal Description of Quitclaim Property]

EXHIBIT F NATOMA STREET IMPROVEMENTS



IMPROVEMENT OF STREETSCAPE - NATOMA STREET

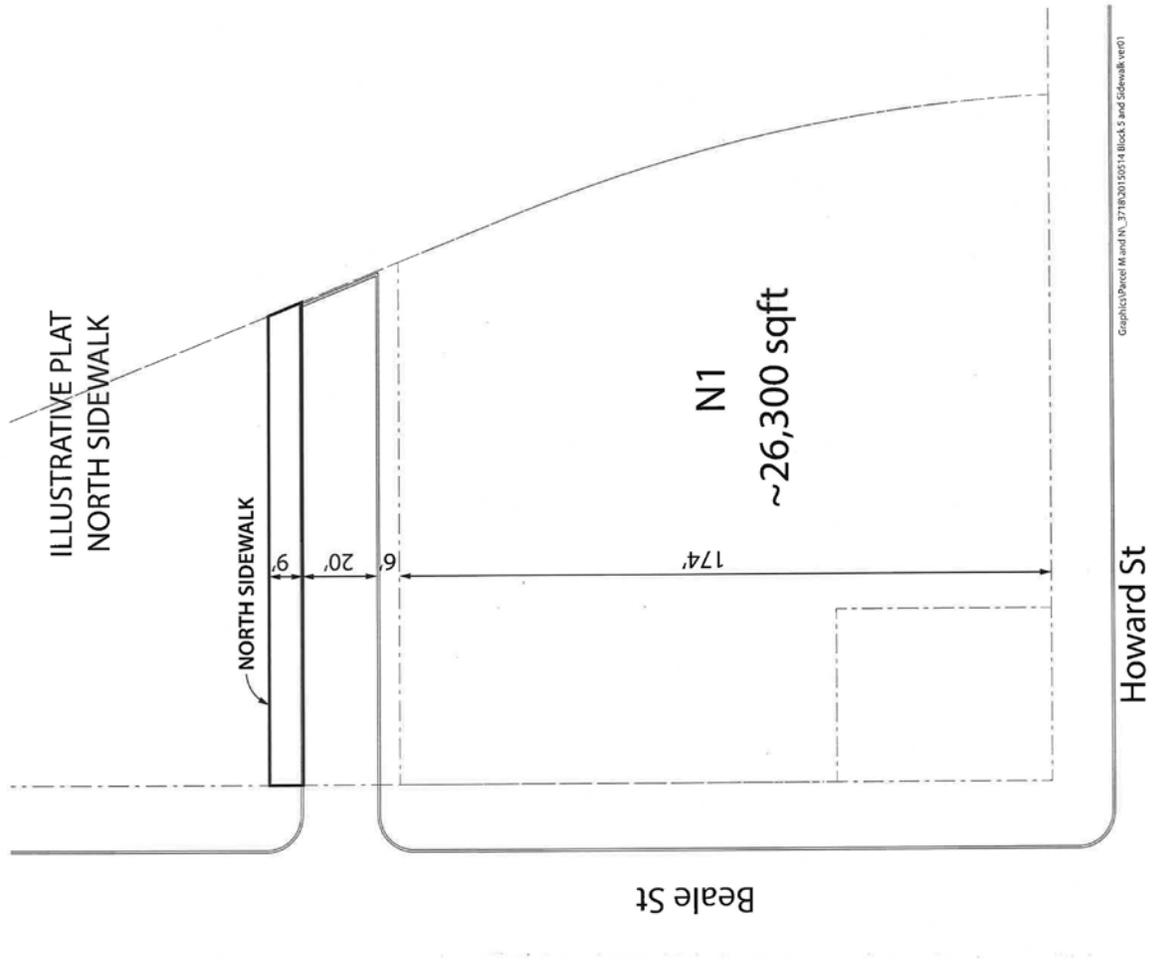


GROUND FLOOR PLAN
SCALE: 1/16"=1'-0"

ASK-02
JUNE 11, 2015

EXHIBIT G

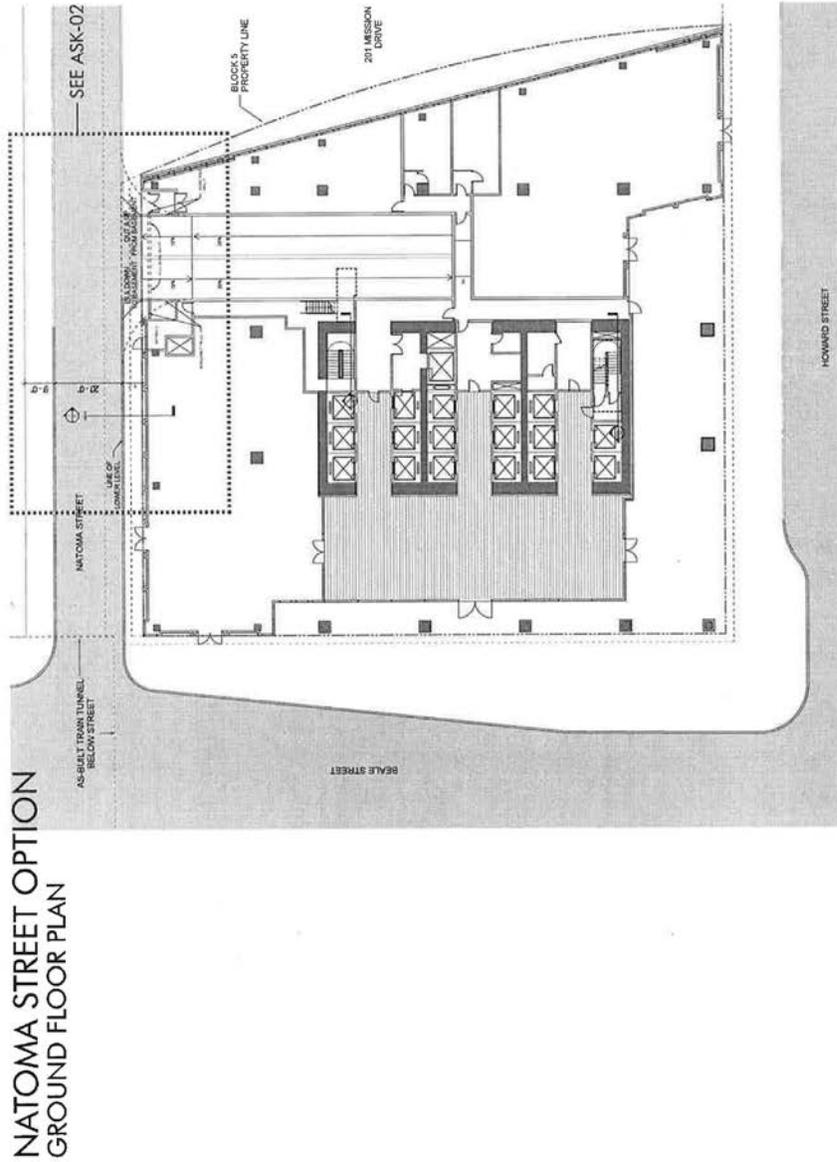
ILLUSTRATIVE PLAT OF NORTH SIDEWALK



Graphics/Parcel M and N_3718/20150514 Block 5 and Sidewalk v01

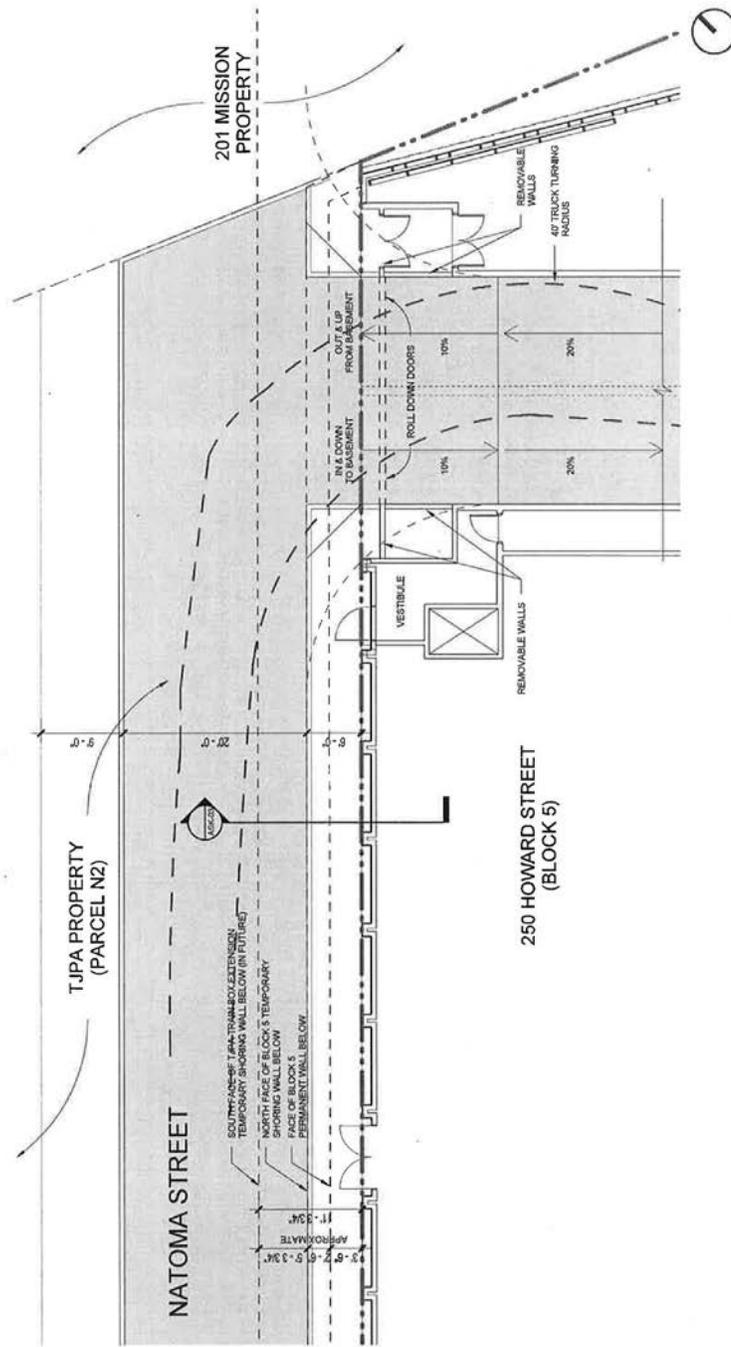
EXHIBIT H

DIAGRAM OF ALTERNATIVE ACCESS OPTIONS



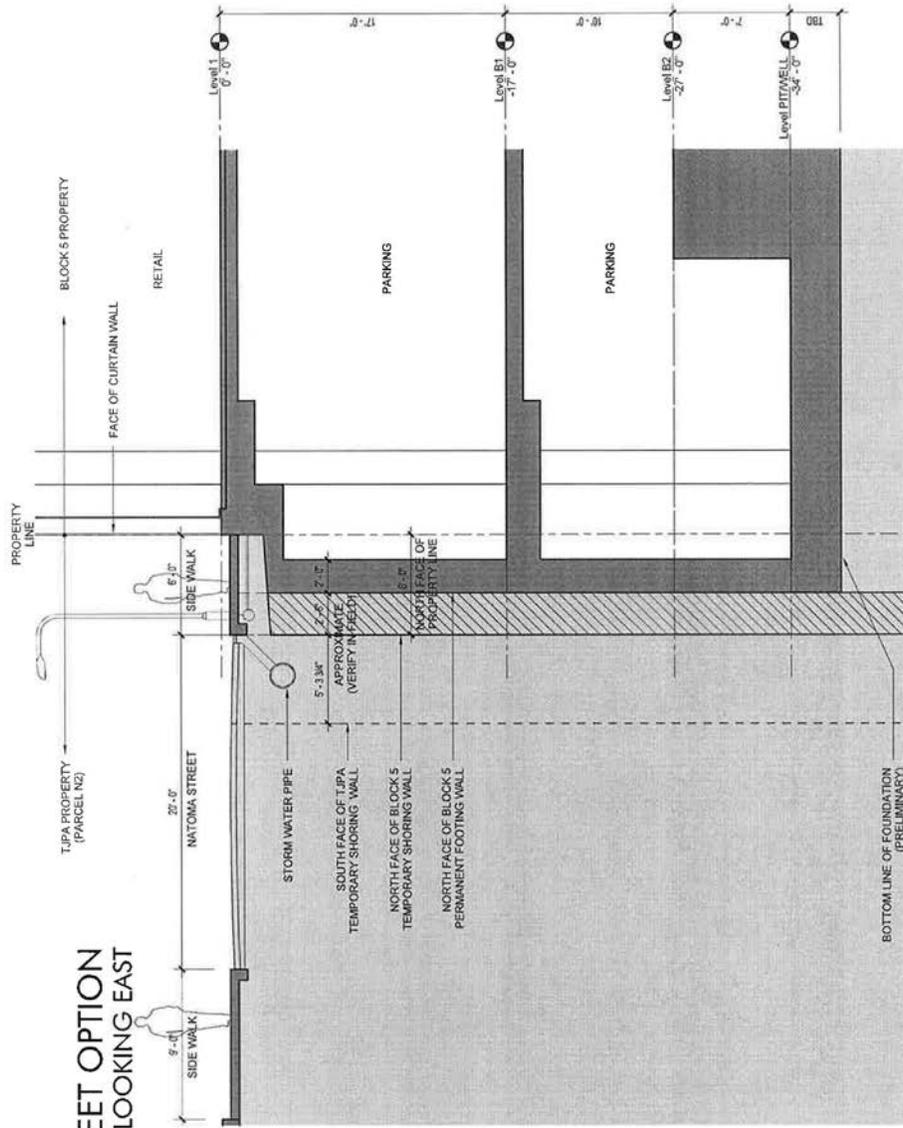
ASK-01
APRIL 23, 2015

**NATOMA STREET OPTION
ENLARGED PLAN - INITIALLY BUILT CONDITION**



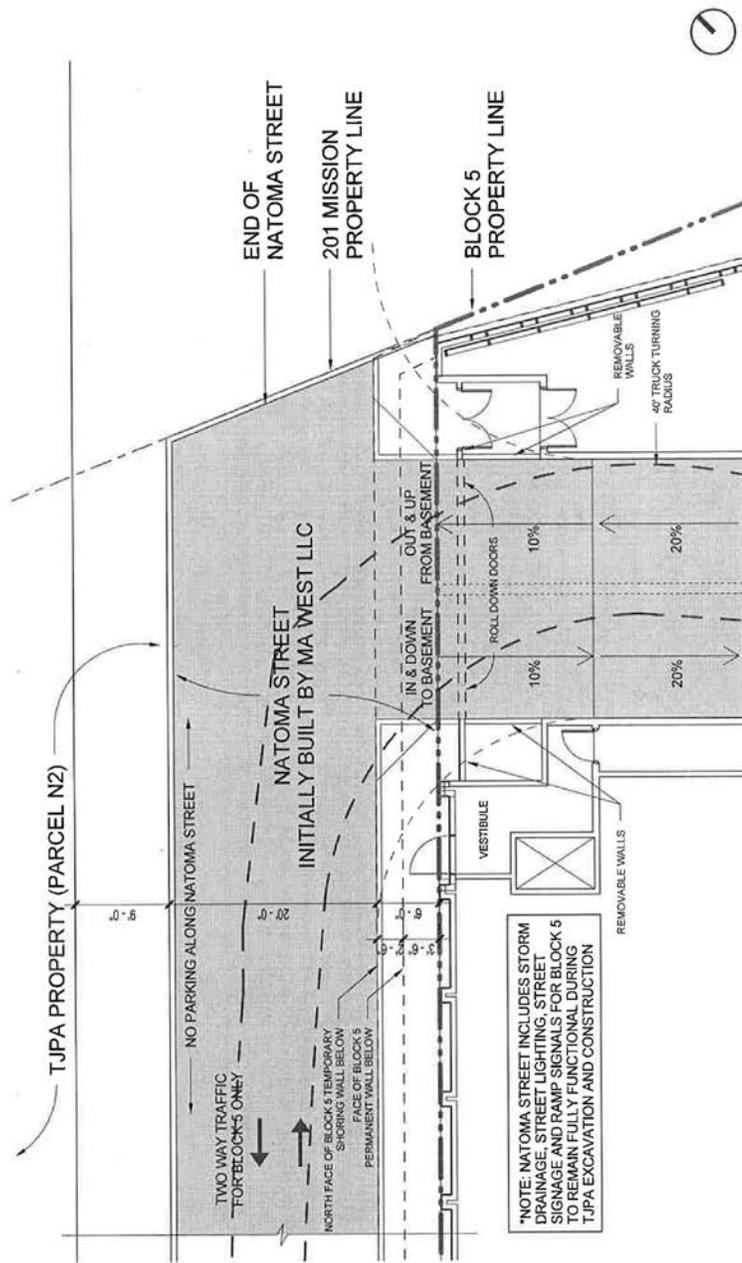
ASK-02
APRIL 23, 2015

NATOMA STREET OPTION STREET SECTION LOOKING EAST



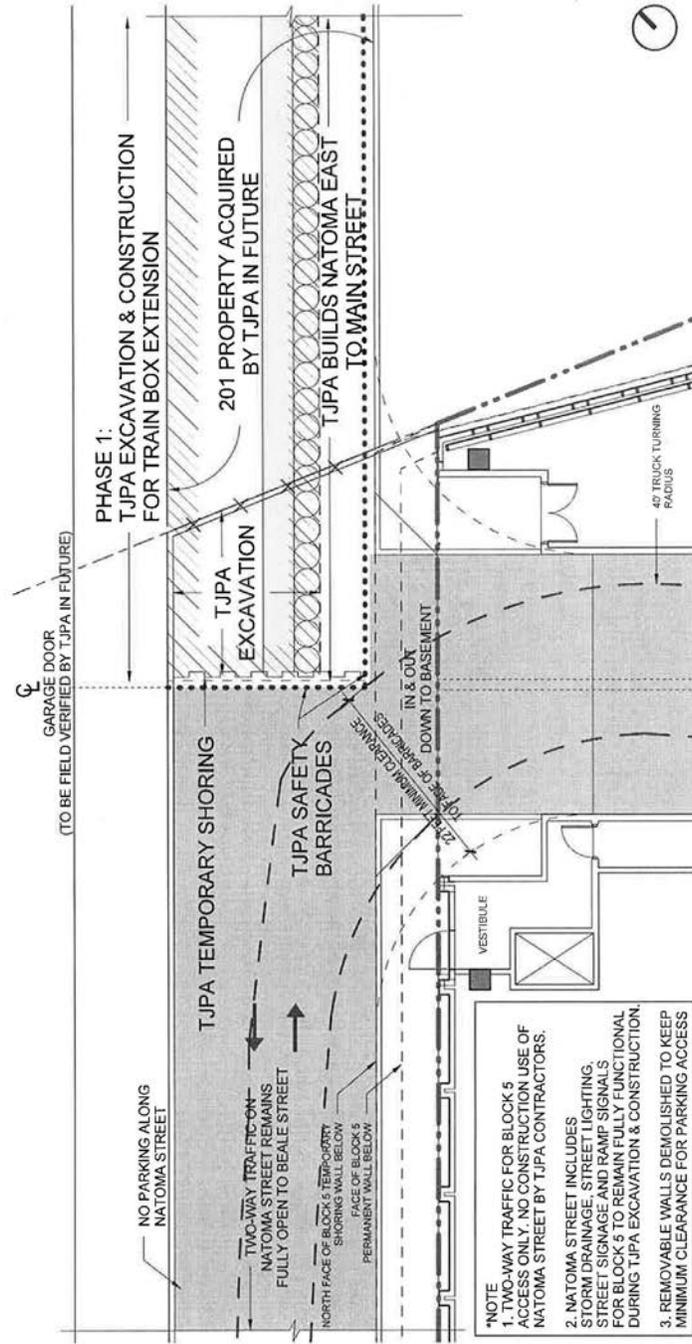
ASK-03
APRIL 23, 2015

PHASING PLAN
A. BUILT IN 2018



ASK-04
APRIL 23, 2015

PHASING PLAN
B. IN FUTURE WHEN TJPA CONSTRUCTS TRAIN BOX
EXTENSION & NATOMA STREET EAST TO MAIN STREET

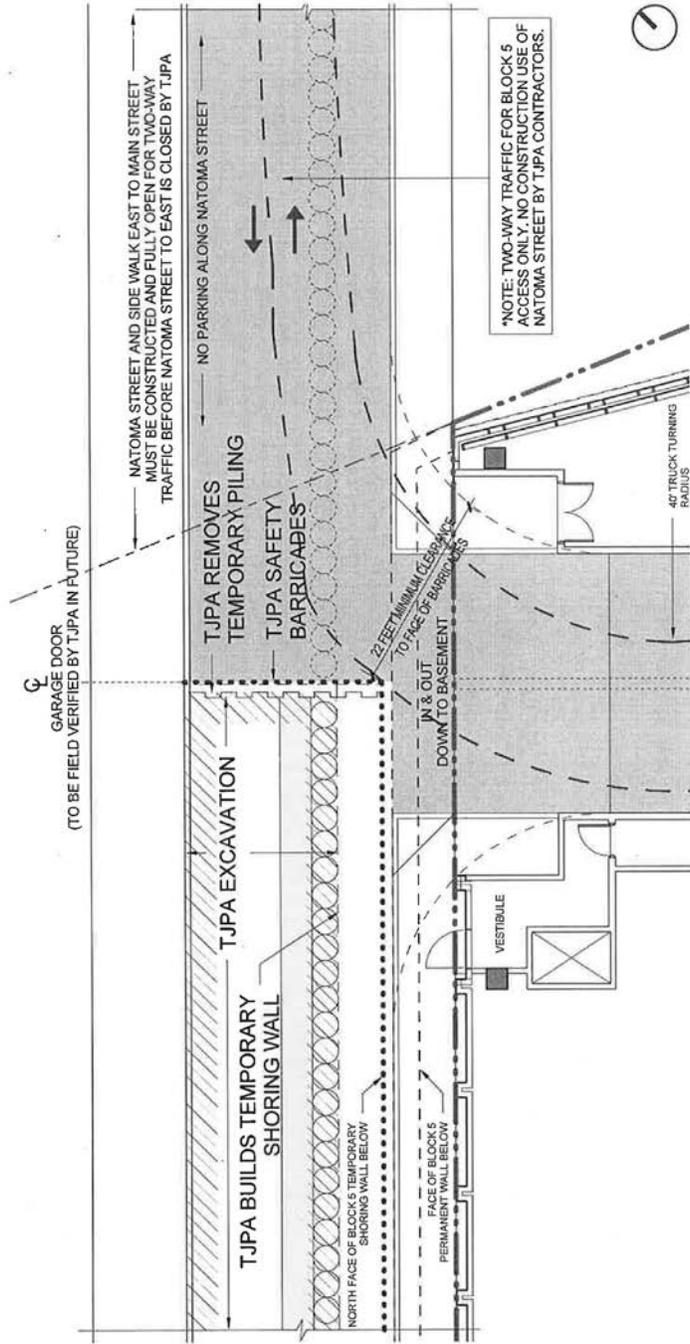


***NOTE**
 1. TWO-WAY TRAFFIC FOR BLOCK 5 ACCESS ONLY. NO CONSTRUCTION USE OF NATOMA STREET BY TJPA CONTRACTORS.
 2. NATOMA STREET INCLUDES STORM DRAINAGE, STREET LIGHTING, STREET SIGNAGE AND RAMP SIGNALS FOR BLOCK 5 TO REMAIN FULLY FUNCTIONAL DURING TJPA EXCAVATION & CONSTRUCTION.
 3. REMOVABLE WALLS DEMOLISHED TO KEEP MINIMUM CLEARANCE FOR PARKING ACCESS

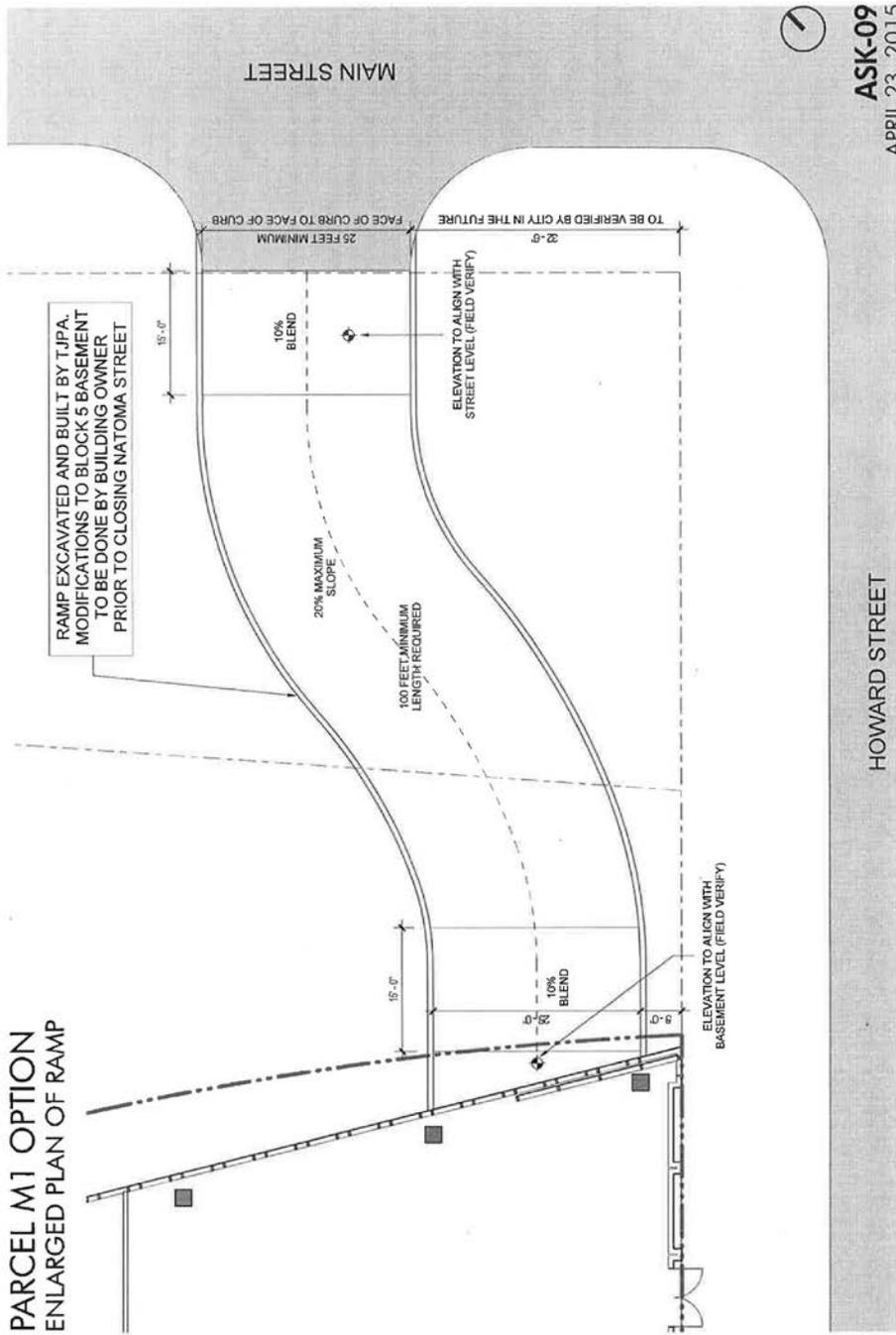


ASK-05
 APRIL 23, 2015

PHASING PLAN
C. CLOSE NATOMA STREET

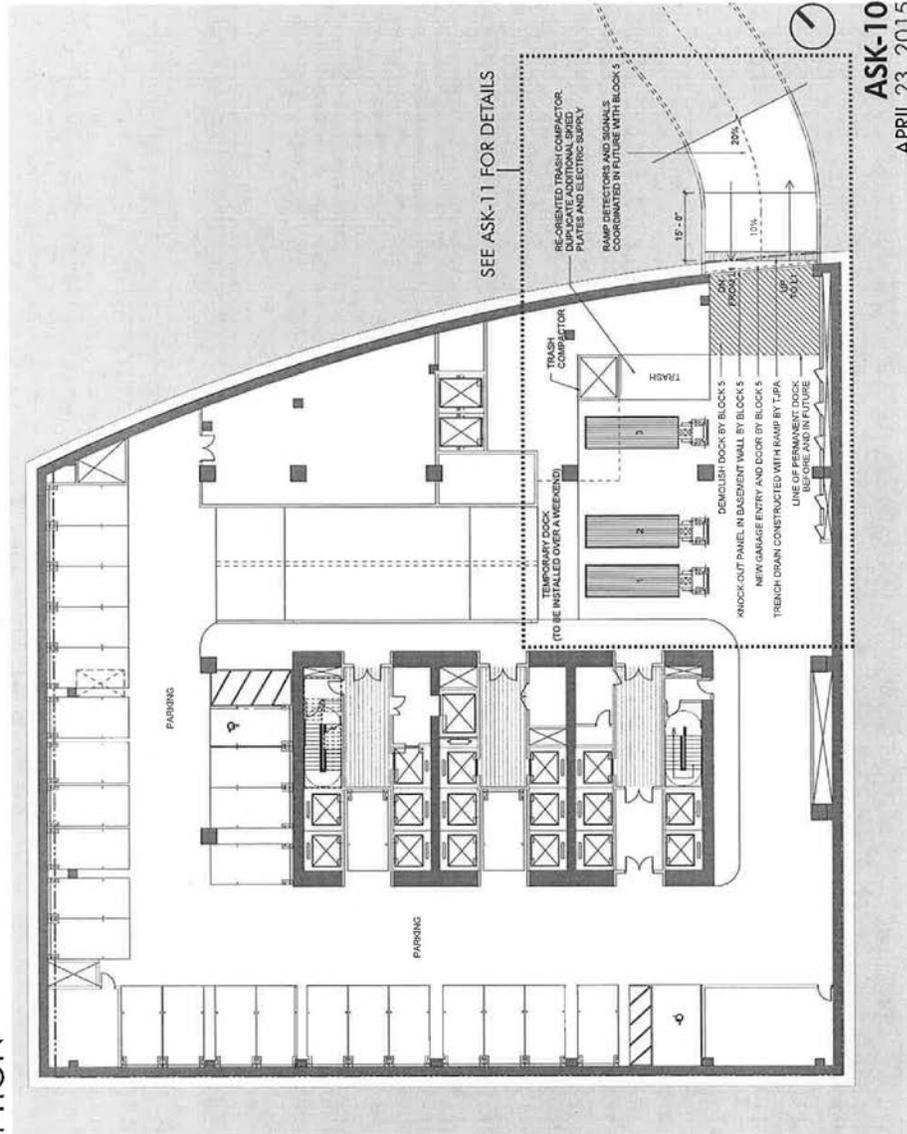


ASK-06
APRIL 23, 2015



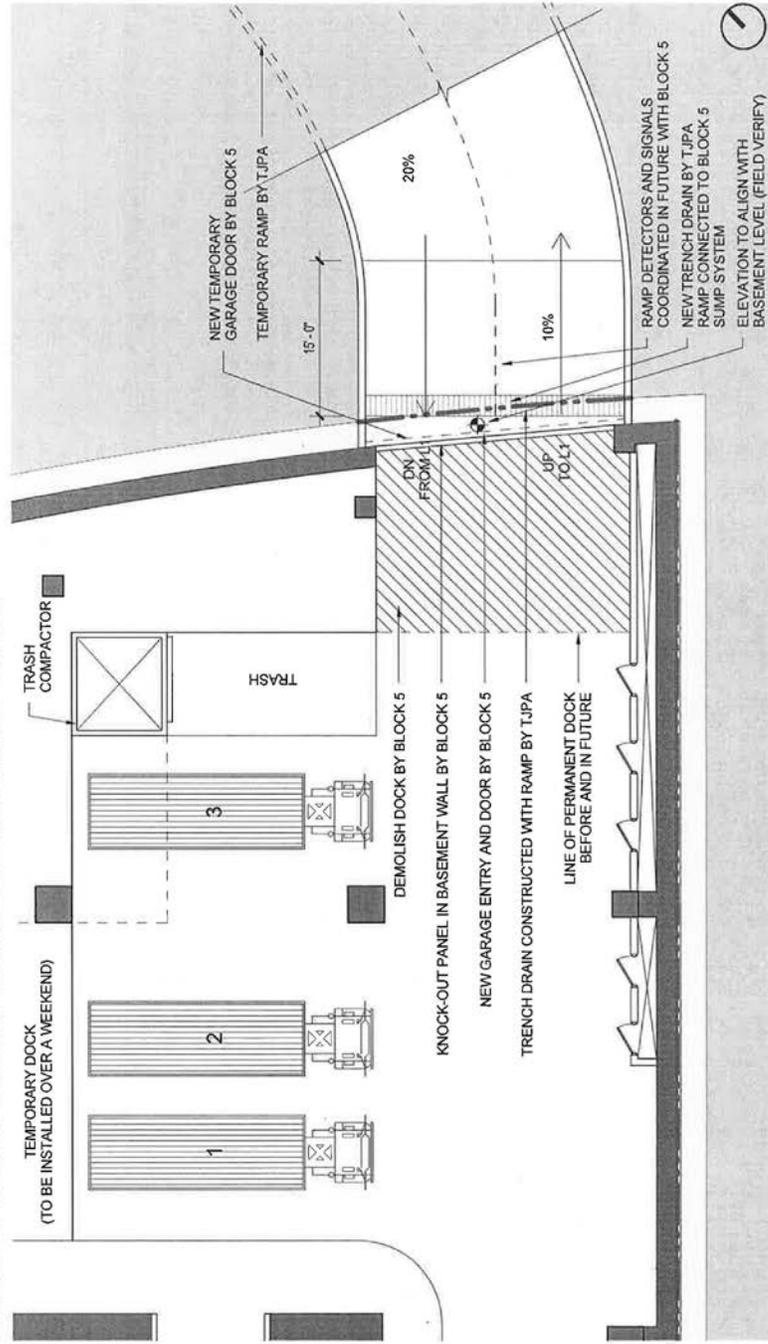
ASK-09
APRIL 23, 2015

PARCEL M1 OPTION
B1 FLOOR PLAN



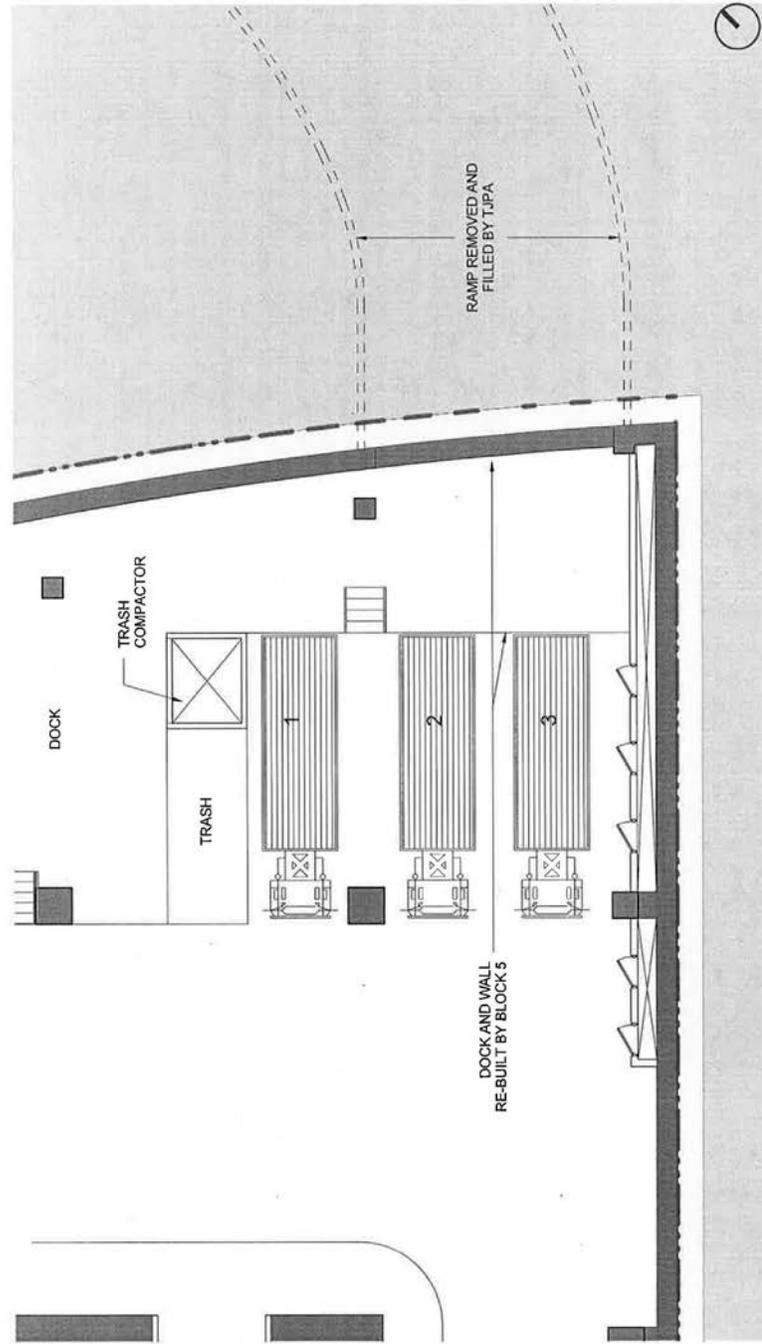
ASK-10
APRIL 23, 2015

**PARCEL M1 OPTION
MODIFIED DESIGN SCHEME WITH ACCESS FROM MAIN STREET**



ASK-11
APRIL 23, 2015

PARCEL M1 OPTION
PERMANENT SCHEME WITH ACCESS FROM NATOMA STREET



ASK-12
APRIL 23, 2015

EXHIBIT I
TRAIN BOX PERFORMANCE REQUIREMENTS

Transbay Joint Powers Authority
Block 5 Tower
Structure-Soil-Structure Interaction
with the Transbay Transit Center

Rev A | August 22, 2013

This report takes into account the particular instructions and requirements of our client. It is not intended for and should not be relied upon by any third party and no responsibility is undertaken to any third party.

Job number 123456

Arup North America Ltd
560 Mission Street
Suite 700
San Francisco 94105
United States of America
ARUP NORTH AMERICA

ARUP

Document Verification

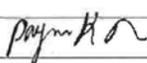
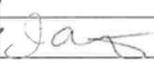
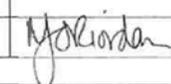


Job title		Block 5 Tower		Job number		123456	
Document title		Structure-Soil-Structure Interaction with the Transbay Transit Center		File reference			
Document ref							
Revision	Date	Filename	Block5_Report.docx				
Draft 1	May 5, 2013	Description	First draft				
			Prepared by	Checked by	Approved by		
		Name	PKT/LMB	Ibrahim Almufti	Nick O'Riordan		
		Signature					
Final	May 20, 2013	Filename	Final Issue - Block 5 Interaction with TTC.docx				
		Description	Issue to TJPA				
			Prepared by	Checked by	Approved by		
		Name	Payman Khalili	Ibrahim Almufti	Nick O'Riordan		
	Signature						
Proposed Re-issue	Jul 19, 2013	Filename	Revised Final Issue - Block 5 Interaction with TTC .docx				
		Description					
			Prepared by	Checked by	Approved by		
		Name	Payman Khalili Tehrani	Ibrahim Almufti	Nick O'Riordan		
	Signature						
Revised Final Issue	Jul 24, 2013	Filename	Revised Final Issue - Block 5 Interaction with TTC .docx				
		Description	Revised Final Issue				
			Prepared by	Checked by	Approved by		
		Name	Payman Khalili Tehrani	Ibrahim Almufti	Nick O'Riordan		
	Signature						

| Rev A | August 22, 2013 | Arup North America Ltd



Document Verification

Job title		Block 5 Tower		Job number	
				123456	
Document title		Structure-Soil-Structure Interaction with the Transbay Transit Center		File reference	
Document ref					
Revision	Date	Filename	Revised Final Issue - Block 5 Interaction with TTC_08 22 2013.docx		
Rev A	Aug 22, 2013	Description			
			Prepared by	Checked by	Approved by
		Name	PKT	IA	NO
		Signature			
		Filename			
		Description			
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		Name			
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		Name			
		Signature			

| Rev A | August 22, 2013 | Arup North America Ltd
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2.1 Heavy Concrete Tower	4
2.2 Light Steel Tower	4
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2.4 Basement and Shoring Wall Properties	5
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Figure 1	Plan view of the Transbay Redevelopment Project Area
Figure 2	East-west cross section through Block 5 Tower and TTC
Figure 3	Baseline Case: No Tower Model
Figure 4	LS-DYNA model showing Block 5 tower and its basement located 5ft from the shoring wall of TTC
Figure 5	Lateral stresses in soil layer between basements with No tower case (left) and light steel tower case (right)

Appendices

Appendix A

Structure-Soil-Structure Interaction Analysis Results

Executive Summary

The Transbay Joint Powers Authority (TJPA) commissioned this study to determine whether additional site constraints should be included in the Request for Proposal (RFP) for the Block 5 parcel. The purpose of additional site constraints is to minimize the effects of seismic loading (considering GSL-2 earthquake intensity) of the Block 5 Tower and parking garage substructure construction upon the extension of the Transbay Transit Center (TTC) that will be constructed after Block 5. The shoring wall of the TTC will be installed as a continuation of the existing shoring wall flanking the extension to Natoma Street.

We studied two conceptual design options for a potential 550' tall Block 5 Tower following the developable program for the site: heavy reinforced concrete framing and light steel framing. A three level parking garage, approximately 28' deep, has been assumed. Shoring walls for the Block 5 basement were assumed to extend approximately 68' below ground surface.

The results of our study indicate that the northern shoring wall and basement of the Block 5 Tower may be constructed as close as 5' from the TTC shoring wall (i.e. 5' gap of soil) without negatively impacting the performance of the TTC in an earthquake. In most cases, the Block 5 Tower has a beneficial effect in reducing the earthquake demands on the TTC because the Tower piled mat foundation provides additional lateral support to the TTC. In some cases, the Block 5 tower induces higher demands on the TTC relative to the baseline case (no Block 5 Tower) but we believe that the design of the TTC trainbox can accommodate such demands (to be confirmed with the structural engineer of the TTC).

It follows that there are the following technical constraints which must be addressed in the RFP for a future Block 5 development:

1. The Block 5 Tower foundation shall comprise a piled mat, with piles of sufficient length to control settlement and an appropriate factor of safety on capacity.
2. No more than 20% of the net static building load shall be taken by the mat.
3. The location of the northern shoring wall for the parking garage substructure shall be no closer than 5' from the TTC shoring wall.
4. The piles of the Block 5 Tower foundation shall be no closer than the property setback line which is approximately 37' from the TTC shoring wall.
5. The average net pressure at the underside of the mat is limited to 2 ksf within approximately 50' from the northern shoring wall of the Block 5 basement. In calculating average net pressure, a hydrostatic water pressure profile shall be assumed below +8' NAVD88.
6. The bottom of the Block 5 Tower basement excavation shall be no lower than the bottom of the TTC basemat.

The site is zoned for a 550' tall office tower which is likely to be located towards the southeast quadrant of the parcel to meet the requirements of the Transbay Re-Development Design Guidelines. We assumed that the Block 5 Tower footprint is restricted to 120' x 105', centered within the Tower Parcel such that the face of the Tower and closest pile are located approximately 50' from the TTC shoring wall. Note that while we assumed 50' for the analysis, we believe that the piles could be located as close as the property setback line without compromising the performance of the TTC. This is reflected in our technical constraints provided in the Executive Summary.

The basement footprint is approximately 187' x 115'. This encompasses the entire area of the Tower portion of the parcel in the east-west direction and extends from the southern Block 5 property line to 5' from the TTC shoring wall in the north-south direction. Figure 2 shows an indicative section through the Block 5 Tower and adjacent TTC. Note that we assumed the basement of the Block 5 Tower is three levels, with one level for taxi staging and two levels for parking.

We understand that the Successor Agency to the San Francisco Redevelopment Agency has recently modified some of the requirements in the Transbay Re-Development Design Guidelines to allow larger office floor footprints. This will likely not affect the results of this study but the exact geometry and tower massing should be incorporated into any future study.

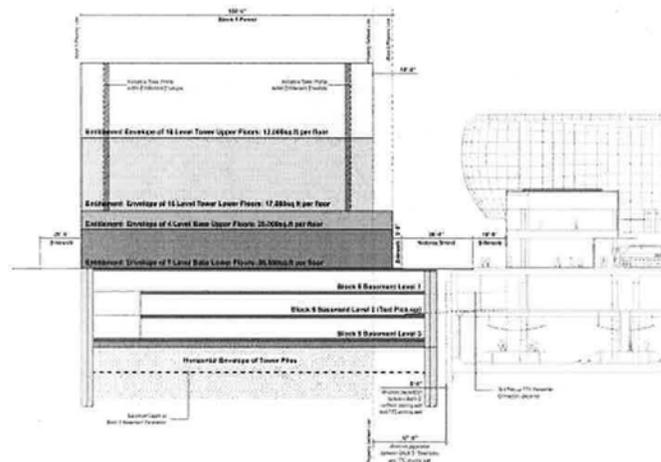


Figure 2 East-west cross section through Block 5 Tower and TTC

1.1 Soil Profile

For the purposes of the analysis, we used soil properties from the closest existing borehole for which we have data. Site subsurface conditions were evaluated based on borehole TTB-20 and soil parameters were determined from Base Case East of the excavation analysis for the Transbay Transit Center.

Table 1 shows the layer thicknesses of the soils identified in the borehole.

Table 1 Soil Profile at Borehole TTB-20

Layer	Depth at top of layer (ft)	Thickness (ft)
Fill above water line	0	13.0
Fill below water line ¹	13.0	6.5
Bay Mud	19.5	24.5
Marine Sands	44.0	24.0
Lower Bay Mud	68.0	12.0
Lower Marine Sands	80.0	4.0
Old Bay Clay 1	84.0	61.0
Old Bay Clay 2	145.0	27.0
Bedrock	172.0	—

2 Block 5 Tower and Foundation

We assumed that the Block 5 Tower would be either a heavy concrete tower or a lighter steel structure. It is zoned for 550' tall which we assumed equivalent to approximately 50 stories for the purposes of obtaining the dynamic properties of the Tower.

2.1 Heavy Concrete Tower

The heavy concrete tower was assumed to weigh approximately 169,000 kips. We calculated that 36 seven foot diameter concrete piles drilled approximately 8' into bedrock would be required to control settlements.

The first three modes of the heavy tower are assumed to be approximately 3.9 sec, 0.9 sec, and 0.4 sec

2.2 Light Steel Tower

The light steel tower was assumed to weigh approximately 82,000 kips. The light steel tower has the benefit that 36 seven foot diameter concrete piles could control settlements without having to be drilled into bedrock. For the purposes of the

analysis, we assumed that the tips of the concrete shafts were 5' higher than the bedrock elevation (i.e. total pile length is approximately 136').

The first three modes of the light tower are assumed to be approximately 4.4 sec, 1.0 sec, and 0.5 sec

2.3 Pile Design

The depth of excavation was assumed as 36' below current grade. A deep foundation system would be necessary because of the magnitude of the previously mentioned loads. It was assumed that thirty six 7-foot diameter cast-in-drilled-hole (CIDH) piles would be used. This assumption is based on the proven method and successful installation of the buttress shafts adjacent to 301 Mission Tower, which were 7-foot diameter rock-socketed CIDH shafts. Using the above assumptions, the required pile length was estimated based on strength capacity and settlement performance. We assumed that 80% of the loads (including the weight of the basement) were carried by the piles. The analysis did not account for buoyancy effects or downdrag.

Capacity was the controlling case for the lightweight steel tower; the required pile length for a factor of safety of 2.0 was estimated to be approximately 125'.

In the case of the heavy concrete tower, the settlements would be unacceptable if the piles were left short of bedrock. The compressibility of the bedrock was taken from the consolidation testing performed on the mélange matrix of the Franciscan Complex for the Caltrain Downtown Extension geotechnical investigation. Based on this methodology, the required pile length for the heavy concrete tower was estimated to be 141' with the pile tips socketed 8' into bedrock. The Franciscan Complex bedrock underlying the site was analyzed as an intermediate geo-material (IGM) as outlined in the FHWA manual, but it should be noted that a thorough site investigation will be necessary to characterize the engineering properties of bedrock due to its high variability.

2.4 Basement and Shoring Wall Properties

We assumed that the basement walls are 2' thick and the basement mat is 8' thick. The ground floor is 16" thick and the intermediate basement levels are 12" thick.

The 36 seven-foot diameter concrete piles are only located within the Block 5 Tower footprint and are placed in a 6 x 6 pattern approximately 17.5' on center in the east-west direction and 20' on center in the north-south direction. We assumed that tie-downs were not required beneath the part of the basement outside of the footprint of the Block 5 Tower.

We assumed that the shoring walls of the Block 5 Tower extend 68' below ground surface and are 2' thick.

3 TTC Structure and Foundation

At the far east end of the TTC adjacent to the Block 5 parcel, only an extension of the TTC trainbox is present; the TTC superstructure does not exist. Tie-downs are required to hold down the trainbox throughout the TTC due to buoyancy effects, and especially so in the absence of the superstructure.

We also assumed that the basement concrete moment frames, shoring walls, trainbox walls, floor thicknesses and basemat thickness for the extension are the same as the rest of the trainbox (under the superstructure).

4 Structure-Soil-Structure Interaction Analysis (SSSI)

We constructed a nonlinear dynamic analysis model in LS-DYNA to assess the impact of the Block 5 Tower and basement on the TTC under static and earthquake loads. While the model is constructed using 3D solid elements, the analysis is effectively a 2D plane strain analysis. The out-of-plane width is 35', which is equal to a third of the tower's footprint.

To assess the earthquake-induced demands of the Block 5 Tower on the TTC, we considered three earthquake ground motions developed for the bedrock at the TTC to represent GSL-2 intensity level (governed by either a 975-year return period or deterministic scenario on the San Andreas fault).

We understand that a tunnel will connect the TTC trainbox to the basement of the Block 5 Tower. We assume that the tunnel will not provide a rigid connection and we therefore did not model it.

4.1 Baseline Case: TTC Only

The baseline case included an analysis of the TTC trainbox in the absence of the Block 5 Tower and basement. Figure 3 shows an image of the LS-DYNA model, which includes a representative slice through the TTC trainbox next to the Block 5 parcel.

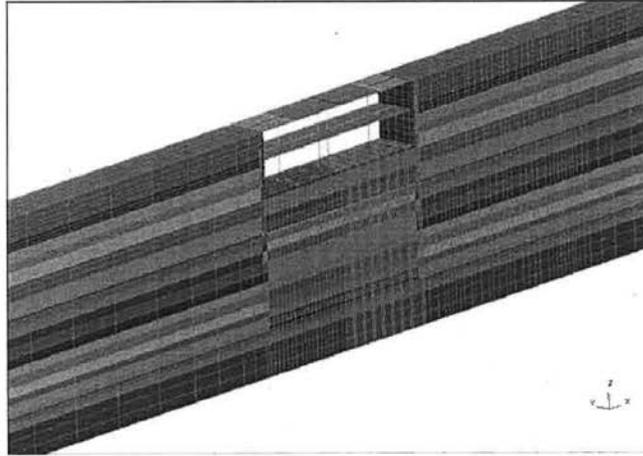


Figure 3 Baseline Case: No Tower Model

First, a construction sequence analysis of the excavation is performed to obtain the static drifts/displacements and tie-down forces, considering drainage where appropriate. Since the soil pressures are balanced on either side of the trainbox, no shear forces arise in the trainbox.

Next, we applied the GSL-2 earthquake accelerations to the bedrock which are propagated up through the soil profile. The resulting demands on the TTC are compared to the demands in the presence of the Block 5 Tower in Appendix A.

4.2 Block 5 Tower Cases

We included the Block 5 Tower and basement in the LS-DYNA model as described in Section 1 and Section 2. Figure 4 shows an image of the LS-DYNA model.

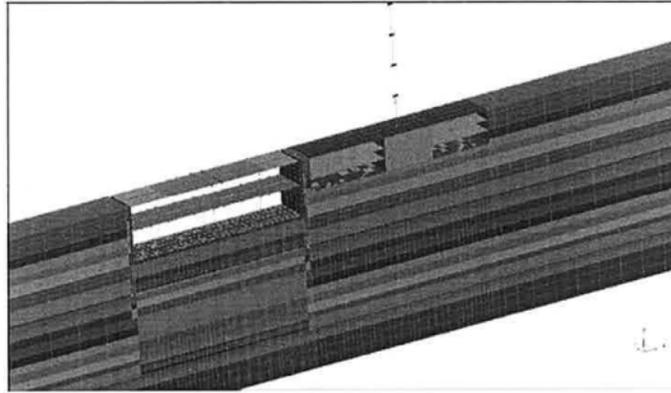


Figure 4 LS-DYNA model showing Block 5 tower and its basement located 5ft from the shoring wall of TTC

Since the Block 5 Tower is expected to be completed before the TTC trainbox extension, the Block 5 basement and Tower are present in the LS-DYNA model before the construction sequence analysis of the TTC commences. We then followed the same methodology described above in Section 4.1 and determined the resulting static and seismic-induced drifts and forces on the TTC for comparison to the baseline case.

5 Results and Discussion

The analysis results for the three ground motions are presented in Appendix A. The shear forces, overturning moments, and drift demands on the TTC trainbox are generally *lower* in the presence of the Block 5 Tower. In other words, the construction of the Block 5 Tower and basement is generally beneficial in reducing the demands on the TTC because it provides lateral restraint to the TTC. The gravity-induced drifts on the south side of the TTC demonstrate the restraining effect of the Block 5 Tower basement. Figure 5 shows this effect for one of the ground motions where larger compressive stresses are developed in the soil when the Block 5 Tower basement is present.

The presence of a velocity pulse in one of the motions (Arcelik) results in higher shear force demands and interstory drift demands in the TTC when the Block 5 Tower is present though the effects are negligible if the lighter tower is used. Note that the Arcelik motion contains a pulse which produces a response spectrum that is much higher than the target spectrum at the pulse period which approximately coincides with the first mode of the Tower. This results in significantly larger overturning moments at the base of the Block 5 Tower. In either case, we believe that the demands may be accommodated with little modification to the design of

the trainbox lateral system (to be confirmed with the structural engineer of the TTC), though the heavy tower is clearly responsible for inducing greater demands.

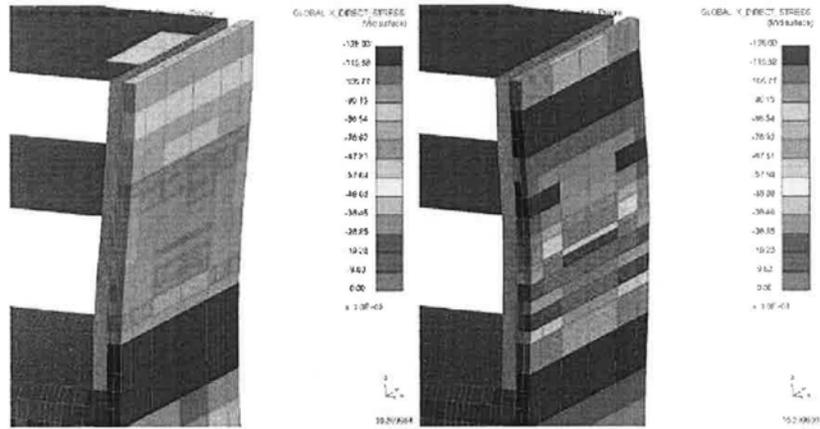


Figure 5 Lateral stresses in soil layer between basements with No tower case (left) and light steel tower case (right)

We also performed a sensitivity analysis which showed that increasing the gap distance from 5' to 10' resulted in less beneficial reduction in demands. These results are also presented in Appendix A.

We also studied the effect of the 'rigid' end walls at the eastern end of the TTC trainbox and the interaction with end wall of the Block 5 basement by adding a wall to one side of the LS-DYNA model. Note that this likely provides an upper bound stiffness estimate. This analysis showed that although the shear force demands decreased due to the presence of the Block 5 Tower, the overturning moment and drift demands were generally similar to the No Tower case.

Finally, the effective stresses at the underside of the Block 5 Tower mat under gravity loads are presented. These are below 2ksf within approximately 50' from the shoring walls which indicates that the Tower loads do not significantly increase the lateral pressures on the shoring walls.

Appendix A

Structure-Soil-Structure Interaction Analysis Results

A1 Results of SSSI with 5' Gap

The resulting demands on the TTC trainbox for the three different ground motions considering three scenarios (no Tower, heavy Tower, and light Tower) are presented in the following tables. Note that Level B2 is the bottom level of the TTC trainbox and Level B1 is the upper level of the TTC trainbox. The shear and overturning moments are from cut sections through the columns and the trainbox walls over the full width of the model (35').

We provided additional information for the Hector Mine motion only at the request of the TTC structural engineer. We chose Hector Mine because it produced the highest shear demands in the TTC basement in the No Tower case relative to the other earthquakes studied.

A1.1 Erzincan Motion

Table A-1 TTC Seismic Force and Moment Demands for Erzincan

Level	Shear Force (kips)			Overturning Moment (kip-ft)		
	No Tower	Heavy Tower	Light Tower	No Tower	Heavy Tower	Light Tower
B1	1,131	526	631	19,555	16,090	17,946
B2	1,036	717	461	57,306	46,676	41,353

Table A-2 TTC Interstory Drift Demands (%) for Erzincan

Scenario	Load Case	Level B2	Level B1
No Tower	Gravity	0.03	0.03
Heavy Tower		0.00	0.02
Light Tower		0.05	0.02
No Tower	Seismic	0.42	0.54
Heavy Tower		0.27	0.32
Light Tower		0.16	0.31
No Tower	Total	0.45	0.57
Heavy Tower		0.27	0.34
Light Tower		0.20	0.33

Table A-6 Forces in TTC Trainbox Wall Nearest Tower under Gravity Only

Level	Out-of-Plane Shear Force (kips/foot width)			Weak Axis Bending Moment (kip-ft/foot width)		
	No Tower	Heavy Tower	Light Tower	No Tower	Heavy Tower	Light Tower
B1 at Ground Level	7	8	8	26	26	25
B1 at Mid-Height	2	2	2	17	29	30
B1 at Lower Concourse	9	10	11	31	30	32
B2 at Lower Concourse	27	24	24	112	110	113
B2 at Mid-Height	2	3	3	85	65	65
B2 at Basemat	22	19	19	48	41	42

Tables A-7 and A-8 provide the axial forces in the three slab levels in the TTC at locations adjacent to the trainbox wall nearest the tower. Figure A-1 shows the locations of the section cuts used to determine the diaphragm forces for the three tower scenarios.

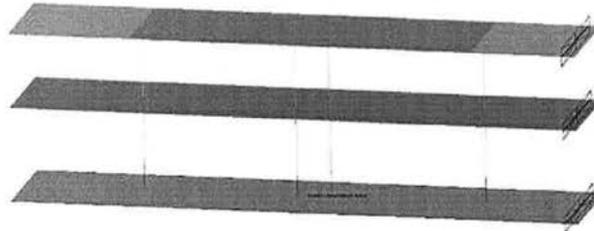


Figure A-1 TTC Diaphragm Force Section Cuts

Table A-7 Forces in TTC Slabs Nearest Tower under Gravity + Seismic

Level	Axial Force (kips)		
	No Tower	Heavy Tower	Light Tower
Ground Level	326	752	778
Lower Concourse	2,494	3,702	3,679
Basemat	3,528	4,058	4,133

Table A-8 Forces in TTC Slabs Nearest Tower under Gravity Only

Level	Axial Force (kips)		
	No Tower	Heavy Tower	Light Tower
Ground Level	118	171	182
Lower Concourse	2,315	2,251	2,321
Basemat	2,124	1,827	1,956

A1.3 Arcelik Motion

Table A-9 TTC Seismic Force and Moment Demands for Arcelik

Level	Shear Force (kips)			Overturning Moment (kip-ft)		
	No Tower	Heavy Tower	Light Tower	No Tower	Heavy Tower	Light Tower
B1	1,235	1,541	1,268	26,664	19,318	21,099
B2	1,038	1,135	758	66,389	56,059	50,211

Table A-10 TTC Interstory Drift Demands (%) for Arcelik

Scenario	Load Case	Level B2	Level B1
No Tower	Gravity	0.03	0.03
Heavy Tower		0.00	0.02
Light Tower		0.05	0.02
No Tower	Seismic	0.43	0.55
Heavy Tower		0.50	0.62
Light Tower		0.28	0.52
No Tower	Total	0.46	0.58
Heavy Tower		0.50	0.64
Light Tower		0.33	0.54

A2 Results of SSSI with 10' gap

We repeated the analysis using only the Erzincan motion utilizing a 10' gap between the face of shoring walls. The results generally show less benefit in reducing the demands when the Block 5 Tower basement is set back further.

Table A-11 TTC Seismic Force and Moment Demands for 10' gap

Level	Shear Force (kips)			Overturning Moment (kip-ft)		
	No Tower	Heavy Tower	Light Tower	No Tower	Heavy Tower	Light Tower
B1	1,131	620	742	19,555	16,543	18,113
B2	1,036	775	529	57,306	47,656	43,074

Table A-12 TTC Interstory Drift Demands for 10' gap (%)

Scenario	Load Case	Level B2	Level B1
No Tower	Gravity	0.03	0.03
Heavy Tower		0.00	0.00
Light Tower		0.05	0.03
No Tower	Seismic	0.42	0.54
Heavy Tower		0.30	0.37
Light Tower		0.17	0.35
No Tower	Total	0.45	0.57
Heavy Tower		0.30	0.37
Light Tower		0.22	0.38

A3 Results of SSSI with the End Walls

We repeated the analysis using the Erzincan ground motion with end walls added to the eastern end of the trainbox as well as the Block 5 Tower basement. In general the shear force demands on the TTC moment frames and end wall decreased. The overturning moment demands on the TTC moment frames and the interstory drift demands were similar to the No Tower case.

Table A-13 TTC Seismic Force and Moment Demands in the presence of the end walls

Level	Shear Force (kips)			Overturning Moment (kip-ft)		
	No Tower	Heavy Tower	Light Tower	No Tower	Heavy Tower	Light Tower
B1	323	243	224	28,550	31,310	29,876
B2	623	427	495	74,195	59,841	76,181

Table A-14 TTC End Wall Seismic Force and Moment Demands

Level	End Wall Shear Force (kips)		
	No Tower	Heavy Tower	Light Tower
B1	1,093	885	762
B2	3,402	3,385	2,886

Table A-15 TTC Interstory Drift Demands in the presence of the end walls (%)

Scenario	Load Case	Level B2	Level B1
No Tower	Gravity	0.02	0.01
Heavy Tower		0.01	0.01
Light Tower		0.04	0.01
No Tower	Seismic	0.05	0.05
Heavy Tower		0.06	0.06
Light Tower		0.04	0.03
No Tower	Total	0.06	0.05
Heavy Tower		0.07	0.06
Light Tower		0.08	0.05

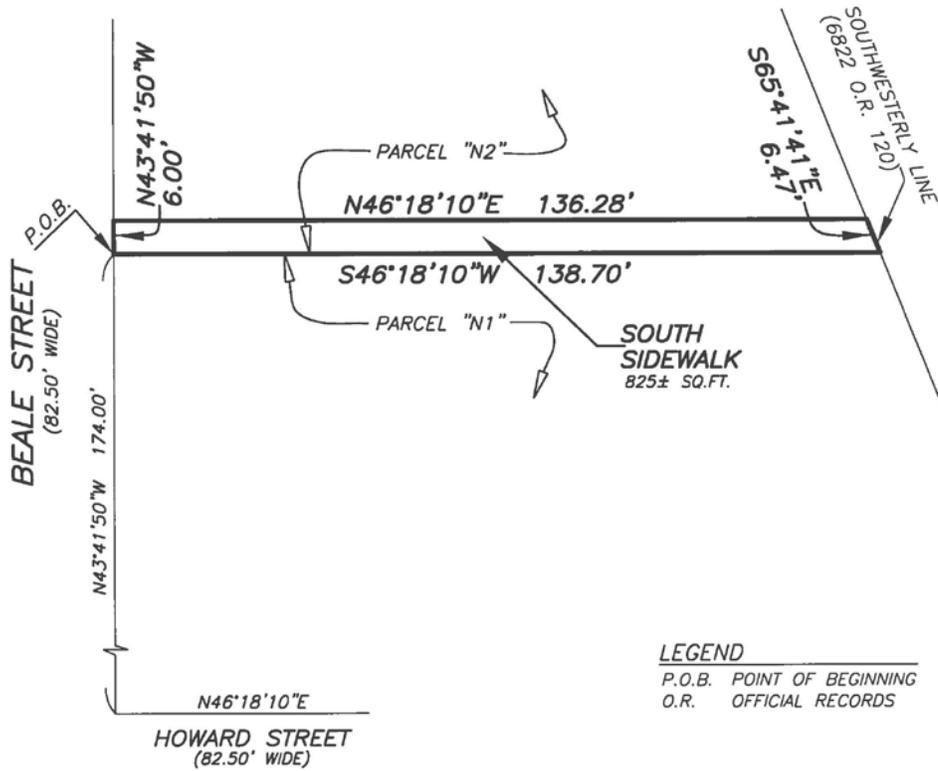
A4 Effective Soil Stress Beneath the Block 5 Tower Mat Under Gravity

The effective vertical stress contours at the underside of the mat foundation under gravity loads only is shown in Figure A-2. The stress contour values are presented in ksf. The contour plot on top of the figure is for the heavy concrete tower while the plot on the bottom shows the results for the light steel tower. The results indicate that the bearing pressures at the underside of the mat are smaller than 2ksf at all locations within approximately 50ft from the TTC shoring wall.

EXHIBIT J

SOUTH SIDEWALK LEGAL DESCRIPTION

EXHIBIT J



LEGEND
P.O.B. POINT OF BEGINNING
O.R. OFFICIAL RECORDS

SOUTH SIDEWALK

ASSESSOR'S BLOCK 3718
SAN FRANCISCO, CALIFORNIA

BY JP CHKD. BR DATE 7-27-15 SCALE NONE SHEET 1 OF 1 JOB NO. S-8837

MARTIN M. RON ASSOCIATES, INC.
LAND SURVEYORS

859 HARRISON STREET
SAN FRANCISCO, CA. 94107
(415) 543-4500
S-8837_ESMT-BSMT.DWG

EXHIBIT J
SOUTH SIDEWALK LEGAL DESCRIPTION

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF THOSE CERTAIN LANDS DESCRIBED IN THOSE CERTAIN DIRECTOR'S DEEDS RECORDED AUGUST 9, 2010, IN DOCUMENT NO. 2010-J017196 AND DOCUMENT NO. 2010-J017207, OFFICIAL RECORDS, ALSO BEING A PORTION OF PARCEL B, AS SAID PARCEL IS SHOWN ON PARCEL MAP 8677, FILED FOR RECORD _____, 2015, IN BOOK _____ OF PARCEL MAPS, PAGES _____, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF BEALE STREET (82.50 FEET WIDE), DISTANT THEREON N43°41'50"W 174.00 FEET FROM THE NORTHWESTERLY LINE OF HOWARD STREET (82.50 FEET WIDE); THENCE ALONG SAID LINE OF BEALE STREET, N43°41'50"W 6.00 FEET; THENCE N46°18'10"E 136.28 FEET TO THE SOUTHWESTERLY LINE OF THE LANDS DESCRIBED IN THAT CERTAIN DIRECTOR'S DEED RECORDED APRIL 10, 1956, IN BOOK 6822, PAGE 120, OFFICIAL RECORDS; THENCE ALONG SAID SOUTHWESTERLY LINE S65°41'41"E 6.47 FEET TO A POINT THAT IS PERPENDICULARLY DISTANT 174.00 FEET NORTHWESTERLY FROM SAID NORTHWESTERLY LINE OF HOWARD STREET; THENCE S46°18'10"W 138.70 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF ASSESSOR'S BLOCK NO. 3718

BASIS OF BEARINGS: THE SAN FRANCISCO CITY MONUMENT LINE LOCATED IN BEALE STREET BETWEEN MONUMENT LINES IN MISSION STREET AND HOWARD STREET, IS TAKEN AS SOUTH 43°41'50" EAST AS SHOWN ON RECORD OF SURVEY NO. 6428, FILED ON MAY 31, 2012, IN BOOK EE OF SURVEY MAPS, AT PAGES 19-27, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO.

B. B. Ron
Benjamin B. Ron, PLS 5015

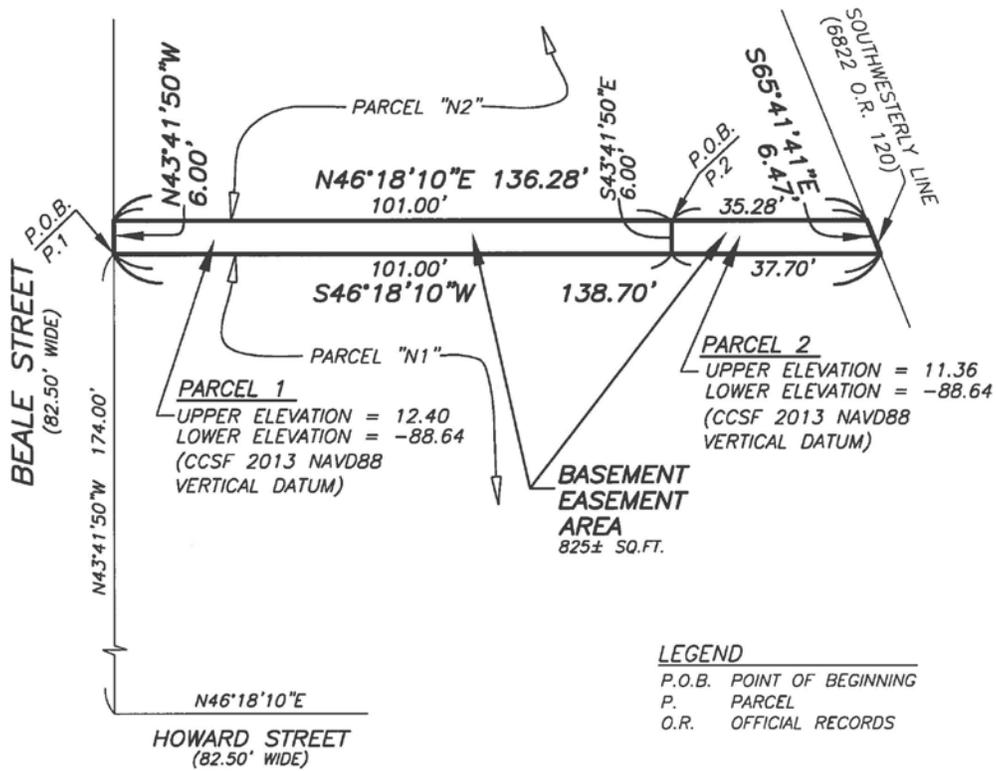
Date: 7-27-15



EXHIBIT K

BASEMENT EASEMENT AREA LEGAL DESCRIPTION

EXHIBIT K



BASEMENT EASEMENT AREA

ASSESSOR'S BLOCK 3718
 SAN FRANCISCO, CALIFORNIA

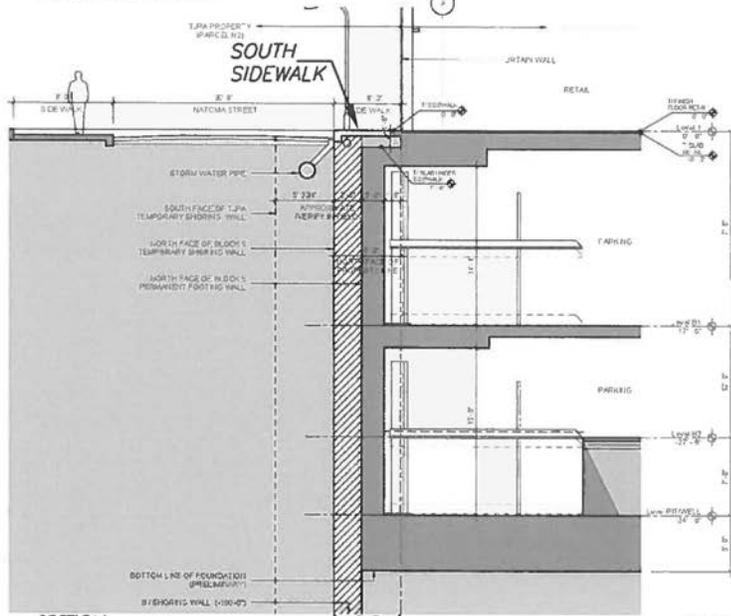
BY	JP	CHKD.	BR	DATE	7-27-15	SCALE	NONE	SHEET	1 OF 2	JOB NO.	S-8837
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MARTIN M. RON ASSOCIATES, INC.
 LAND SURVEYORS

859 HARRISON STREET
 SAN FRANCISCO, CA. 94107
 (415) 543-4500
 S-8837_ESMT-BSMT.DWG

EXHIBIT K

BASEMENT EASEMENT ILLUSTRATIVE DIAGRAM



SECTION STREET SECTION LOOKING EAST BLOCK 5
1/8" = 1'-0"

ASK-01
07 24 2015
GCE/STC/PA
PARTNERS

BASEMENT EASEMENT AREA

NOTE:
UPON COMPLETION OF CONSTRUCTION, EASEMENT TO BE TERMINATED AS TO AREAS NOT OCCUPIED BY OR NECESSARY FOR ACCESS TO BASEMENT IMPROVEMENTS.

BASEMENT EASEMENT AREA

ASSESSOR'S BLOCK 3718
SAN FRANCISCO, CALIFORNIA

BY JP CHKD. BR DATE 7-27-15 SCALE NONE SHEET 2 OF 2 JOB NO. S-8837

MARTIN M. RON ASSOCIATES, INC.
LAND SURVEYORS

859 HARRISON STREET
SAN FRANCISCO, CA. 94107
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S-8837_ESMT-BSMT.DWG

EXHIBIT K

BASEMENT EASEMENT AREA LEGAL DESCRIPTION

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PARCEL 1

ALL THAT REAL PROPERTY BETWEEN TWO HORIZONTAL PLANES, THE UPPER PLANE BEING AT ELEVATION PLUS 12.40 FEET AND THE LOWER PLANE BEING AT ELEVATION MINUS 88.64 FEET, CCSF 2013 NAVD88 VERTICAL DATUM, BOUNDED BY VERTICAL PLANES WHICH EXTEND BETWEEN THE AFORESAID HORIZONTAL PLANES, THE LIMITS OF SAID VERTICAL PLANES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

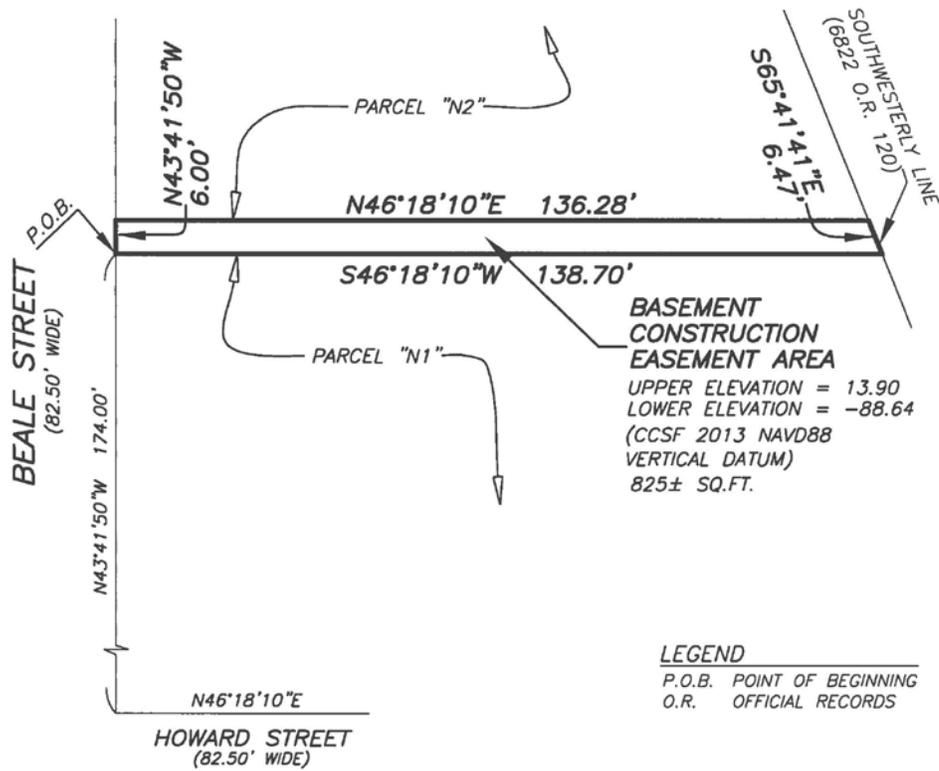
BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF BEALE STREET (82.50 FEET WIDE), DISTANT THEREON N43°41'50"W 174.00 FEET FROM THE NORTHWESTERLY LINE OF HOWARD STREET (82.50 FEET WIDE); THENCE ALONG SAID LINE OF BEALE STREET, N43°41'50"W 6.00 FEET; THENCE N46°18'10"E 101.00 FEET; THENCE S43°41'50"E 6.00 FEET; THENCE S46°18'10"W 101.00 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF ASSESSOR'S BLOCK NO. 3718

EXHIBIT L

BASEMENT CONSTRUCTION EASEMENT AREA LEGAL DESCRIPTION

EXHIBIT L



BASEMENT CONSTRUCTION EASEMENT AREA

ASSESSOR'S BLOCK 3718
 SAN FRANCISCO, CALIFORNIA

BY JP CHKD. BR DATE 7-27-15 SCALE NONE SHEET 1 OF 1 JOB NO. S-8837

MARTIN M. RON ASSOCIATES, INC.
 LAND SURVEYORS

859 HARRISON STREET
 SAN FRANCISCO, CA. 94107
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EXHIBIT L

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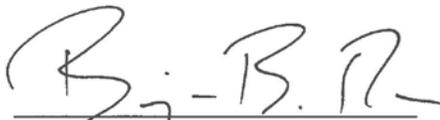
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ALL THAT REAL PROPERTY BETWEEN TWO HORIZONTAL PLANES, THE UPPER PLANE BEING AT ELEVATION PLUS 13.90 FEET AND THE LOWER OTHER PLANE BEING AT ELEVATION MINUS 88.64 FEET, CCSF 2013 NAVD88 VERTICAL DATUM, BOUNDED BY VERTICAL PLANES WHICH EXTEND BETWEEN THE AFORESAID HORIZONTAL PLANES, THE LIMITS OF SAID VERTICAL PLANES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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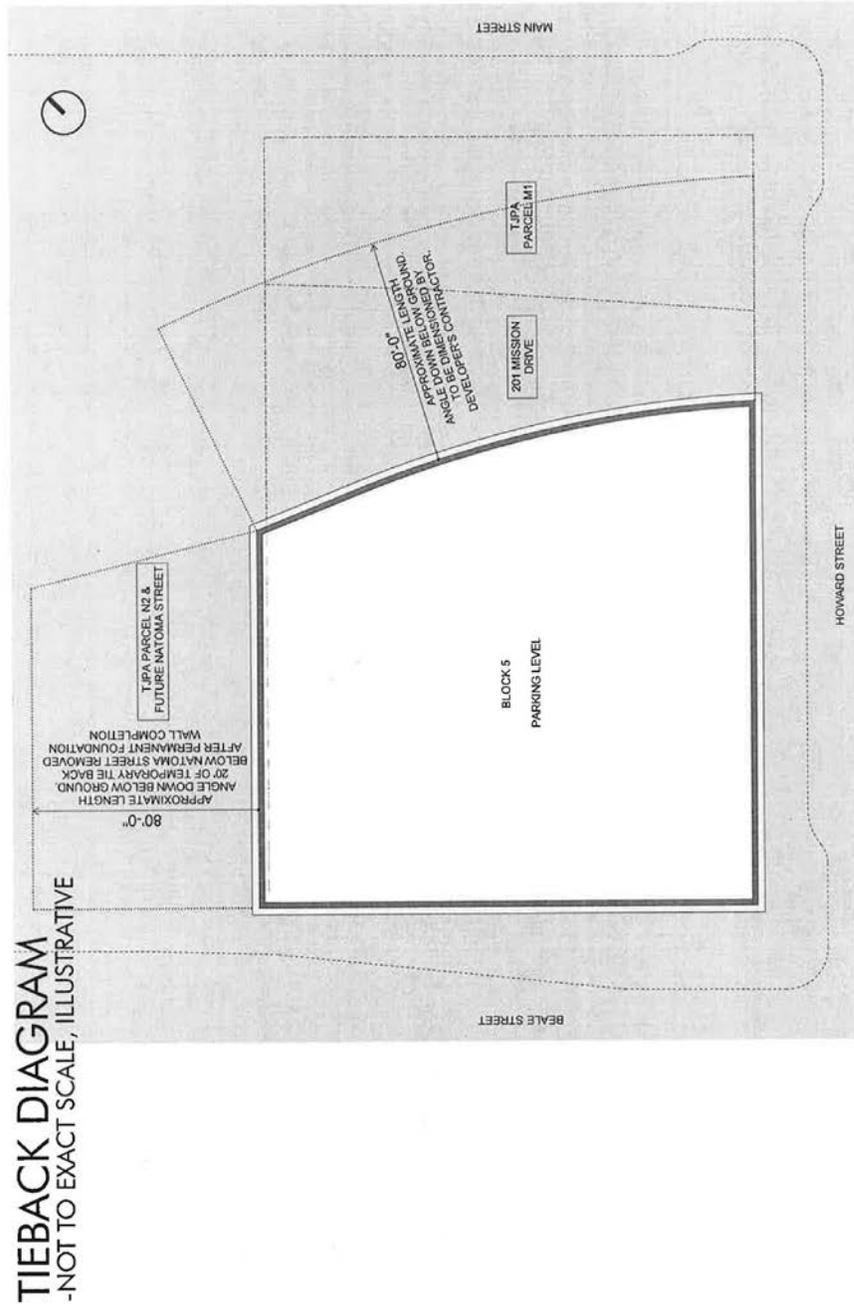

Benjamin B. Ron, PLS 5015

Date: 7-27-15



EXHIBIT M

ILLUSTRATIVE TIEBACK DIAGRAM



AGREEMENT RE TEMPORARY LICENSE FOR USE OF PARCEL M3

THIS AGREEMENT RE TEMPORARY LICENSE FOR USE OF PARCEL M3 (“**Agreement**”) is made and entered into as of the ____ day of September, 2015, by and between the TRANSBAY JOINT POWERS AUTHORITY, a joint powers authority created under California Government Code Sections 6500 et seq. (“**TJPA**”) and MA WEST LLC (“**MA WEST**”), a Delaware limited liability company and joint venture between affiliates of Golub Real Estate Corp., an Illinois corporation, and The John Buck Company, a Delaware limited liability company. The TJPA and MA WEST 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.**” The Parties agree as follows:

RECITALS

A. MA WEST and the Successor Agency to the Redevelopment Agency of the City and County of San Francisco (“**Successor Agency**”) entered into an Owner Participation Agreement/Disposition and Development Agreement (“**DDA**”) on June 16, 2015 for the sale and development of a portion of the parcel known as Transbay Block 5 for the development of an office tower project (“**Block 5 Project**”).

B. On September ____, 2015, pursuant to the DDA, the 2005 Transbay Redevelopment Project Implementation Agreement between the TJPA and the predecessor to the Successor Agency, and the 2008 Option Agreement for the Purchase and Sale of Real Property between the TJPA, the predecessor to the Successor Agency, and the City and County of San Francisco, as amended, MA WEST purchased from the TJPA the parcel known as Parcel N1. The proceeds from the sale of Parcel N1 and from the future net tax increment from the Block 5 project are pledged to help pay the cost of the TJPA’s Transbay Transit Center project.

C. MA WEST separately acquired an adjoining parcel on the corner of Beale Street and Howard Street (“**Private Parcel**”) for purposes of assemblage with Parcel N1. The Private Parcel contains an art deco pavilion used for the past several years as a hot dog stand (“**Pavilion**”). Development of the Block 5 Project requires that the Pavilion be removed from the Private Parcel. The DDA requires that MA WEST be responsible for the relocation and installation of the Pavilion in a public open space or park site, subject to certain terms and conditions. A permanent site for the relocation of the Pavilion has not yet been identified. To facilitate the timely development of the Block 5 Project and the relocation of the Pavilion, the DDA required as a condition of closing that the Developer have entered into this Agreement with the TJPA for the temporary storage of the Pavilion on the property commonly known as Parcel M3, as more specifically described in Exhibit A (“**Parcel M3**”).

D. The TJPA and MA WEST now desire to enter into this Agreement to permit MA WEST to temporarily use a portion of Parcel M3 for storage of the Pavilion.

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

1. PREMISES.

The term “Premises” shall mean Parcel M3.

2. TERM.

The term of the License granted by this Agreement (“**Term**”) shall commence on September 30, 2015, and shall expire on the earlier of (a) 60 days after the date the Pavilion is removed from the Premises, and (b) December 31, 2020. The TJPA may extend the Term in its sole and absolute discretion by written notice. Notwithstanding the foregoing, if the Pavilion is to be stored on a site other than the Premises or the Private Parcel, then the Term shall expire on the date on which the Pavilion has been moved to the other site.

3. TEMPORARY LICENSE TO USE PREMISES FOR PAVILION STORAGE.

Upon commencement of the Term, the TJPA shall make available, and MA WEST shall have the temporary right to use, a designated portion of the Premises (“**Portion**”) for temporary storage of the Pavilion and the related uses permitted or required under this Agreement (“**License**”). The TJPA shall have the sole and absolute discretion to designate the specific portion of Premises that may be used for said storage. The TJPA shall provide MA WEST reasonable access to the Premises for purposes of the installation, maintenance, and removal of the Pavilion, and restoration of the Premises, by MA WEST as required by this Agreement, provided that MA WEST provides reasonable prior notice to the TJPA of its intent to access the Premises, and that such access will not unreasonably interfere with the TJPA’s use of its adjoining property and of the portions of the Premises not occupied by the Pavilion. The License does not include a right to use any portion of the Premises except as expressly provided in this Agreement.

4. SURRENDER

No later than 60 days prior to the expiration of the Term or termination, MA WEST shall complete the removal of the Pavilion from the Premises. Before the Term expires or prior to termination, MA WEST shall restore the Premises to its condition prior to the start of the Term.

5. MA WEST RESPONSIBILITY FOR PAVILION.

MA WEST shall be solely responsible for transporting, installing, maintaining, and removing the Pavilion, and all costs and expenses associated therewith. Prior to moving the Pavilion to the Premises, MA WEST shall obtain, at its sole cost and expense, all permits or other approvals required to install and store the Pavilion on the Premises. MA WEST shall be solely responsible for causing compliance with all required laws, regulations, permits and other approvals, and all requirements in the DDA or related project approvals pertaining to Pavilion, including without limitation any requirement to prepare an assessment, report or plan in

connection with the Pavilion and to comply therewith; to protect, support and seismically secure the structure; and any relocation obligations. MA WEST shall cause the Pavilion to be installed and maintained in manner that will protect public health and safety. The TJPA may require that MA WEST provide and maintain at MA WEST's expense fencing and/or screening for the Pavilion, of a type and design approved by the TJPA in its reasonable discretion, to maintain safety and aesthetic quality. MA WEST shall perform routine maintenance of the Pavilion and the Portion, shall cause the Pavilion and the Portion to remain at all times in an orderly, clean, safe, and sanitary condition, and shall provide all required utility and security systems for the Pavilion, at its expense. MA WEST shall be solely responsible for the costs of removing and relocating the Pavilion and restoring the Premises to its prior condition. Ownership of the Pavilion shall remain with MA WEST at all times, and the TJPA shall have no responsibility whatsoever for maintaining, preserving, relocating, or otherwise in connection with the Pavilion. If the TJPA incurs any expenses in connection with the License, including without limitation any expenses related to site preparation, moving, relocating, or replacing existing fencing, pavement, or planters, MA WEST shall promptly reimburse the TJPA for those expenses.

6. CONDITION OF PREMISES.

(a) MA WEST accepts the Premises in the condition existing as of the date of the start of the Term, subject to all applicable zoning, municipal, county, state, and federal laws, ordinance, and regulations governing and regulating the use of the Premises, and accepts this Agreement subject thereto and to all matters disclosed thereby. MA WEST acknowledges that neither the TJPA nor any agent of the TJPA has made any representation or warranty with respect to the condition of the Premises or the suitability thereof for MA WEST's proposed use, nor has the TJPA agreed to undertake any modification, alteration, or improvement to the Premises.

(b) The taking of possession of the Premises by MA WEST shall in itself constitute acknowledgement that the Premises are in good and tenantable condition, and MA WEST agrees to accept the Premises in its presently existing condition "as is."

(c) MA WEST hereby expressly waives the right to make repairs at the expense of the TJPA Agency and waives the benefit of the provisions of Sections 1941 and 1942 of the California Civil Code or any successor thereto. MA WEST shall take all steps necessary to protect the Premises from damage incident to use of the Premises by MA WEST and its employees, agents, contractors, affiliates, tenants, and invitees, without expense to the TJPA. MA WEST shall repair, at its own cost and expense and in accordance with the TJPA's standards, any damage to any property owned by the TJPA caused by MA WEST or any of its employees, agents, contractors, affiliates, tenants, or invitees.

(d) MA WEST 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 duly constituted public authorities now in force or which may hereafter be in force, relating to or affecting the condition, use, or occupancy of the Premises. MA WEST shall not commit or suffer to be committed any waste in or upon the Premises.

(e) MA WEST shall not encumber the Premises in any manner whatsoever.

(f) In the event MA WEST fails to perform MA WEST's obligations under this Agreement, the TJPA shall give MA WEST notice to do such acts as are reasonably required to so maintain the Premises. If within five (5) days after the TJPA Agency sends written notice to MA WEST, MA WEST fails to do the work and diligently proceed in good faith to prosecute it to completion, the TJPA shall have the right, but not the obligation, to do such acts and expend such funds at the expense of MA WEST as are reasonably required to perform such work. Any amount so expended by the TJPA shall be paid by MA WEST promptly after demand, plus interest from the date of completion of such work to date of payment. The TJPA shall have no liability to MA WEST for any damage, inconvenience, or interference with the use of the Premises by MA WEST as a result of performing any such work.

7. INSURANCE AND INDEMNIFICATION.

(a) MA WEST shall defend, indemnify, and hold harmless the TJPA from any and all claims, loss and liability, including attorneys' and expert fees and litigation costs, on account of any damages, injuries, claims and demands arising out of: (i) condition, use, or occupation of the Premises by MA WEST and/or its employees, agents, contractors, affiliates, tenants, and invitees; (ii) the acts or omissions of MA WEST, and/or its employees, agents, contractors, affiliates, tenants, and invitees in the performance of this Agreement; and (iii) anything else done or permitted to be done in or about the Portion during the Term, including any construction or alteration of the Portion; except to the extent that any such claims, loss, or liability arise out of the active negligence of or willful misconduct of the TJPA.

(b) MA WEST 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 Portion in the amount of Two Million Dollars (\$2,000,000) each occurrence combined single limit for injuries to or death of one or more persons in any one occurrence; 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 MA WEST. All policies shall be written as primary policies, not contributing with and not in excess of coverage which the TJPA may carry. Said policies shall name the TJPA as additional insured/loss payee and shall insure against the contingent liabilities, if any, of the TJPA and the officers, agents, and employees of the TJPA and shall obligate the insurance carriers to notify the TJPA, in writing, not less than 30 days prior to the cancellation thereof, or any other change affecting the coverage of the policies. MA WEST shall furnish to the TJPA a Certificate of Insurance acceptable to the TJPA within not more than 5 days following execution of this Agreement. The TJPA shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby.

(c) MA WEST waives any and all rights of recovery against the TJPA, or against the officers, employees, agents, and representatives of the TJPA, for loss or damage to MA WEST 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. MA WEST shall give notice to its insurance carrier or carriers that the foregoing waiver of subrogation is contained in its License.

8. TJPA USE AND ACCESS RIGHTS.

The TJPA, through its officers, employees, agents, and representatives, shall have full right and authority to enter in and upon the Premises at any and all times for the purposes of inspecting the Pavilion and the Premises; to use at any and all times that portion of the Premises not designated by the TJPA or occupation by the Pavilion for any purpose; and to use the designated portion of the Premises for the purpose of performing any maintenance activities which MA WEST has failed to perform under this Agreement, or for other purposes that will not substantially interfering with the uses permitted under its License.

9. PERSONAL PROPERTY.

At the termination of this License, MA WEST shall remove all personal property placed on the Premises. The TJPA may, in its sole discretion, declare all personal property not removed by MA WEST at the end of the License term to be abandoned by MA WEST and this property shall, without compensation to MA WEST, become the TJPA's property, free and clear of all claims to or against it by MA WEST or any other person. MA WEST shall be liable to the TJPA for all reasonable costs incurred by the TJPA in effecting the removal of personal property.

10. UTILITIES AND SERVICES.

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

11. TAXES.

MA WEST agrees to pay and discharge, or cause to be paid and discharged when due, before the same become delinquent, all applicable taxes imposed as a result of MA WEST's uses of the Premises.

12. ASSIGNMENT/SUBLICENSE

MA WEST may permit its employees, agents, contractors, affiliates, tenants, and invitees to use the Premises under the terms of this License. Otherwise, MA WEST may not assign or sublicense the Premises without the TJPA's prior written consent, which the agencies may grant or withhold in their sole discretion; provided, however, that in the event MA WEST transfers its ownership of Parcel N1 to a new owner, MA WEST may assign the License to the new owner. MA WEST shall notify TJPA of any proposed transfer of ownership in Parcel N1 at least 60 days prior such transfer.

13. DEFAULT.

The occurrence of any of the following shall constitute a material breach and default of this License by MA WEST (“**Default**”):

(a) Any abandonment or vacation of the Premises by MA WEST without the removal of the Pavilion.

(b) Any general assignment or general arrangement for the benefit of creditors; filing by or against MA WEST of a petition to have MA WEST adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy; appointment of a trustee or receiver to take possession of substantially all of MA WEST’s assets; or attachment, execution, or other judicial seizure of substantially all of MA WEST’s assets.

(c) Any failure by MA WEST to comply with any provision of any applicable law, statute, zoning restriction, ordinance or governmental rule, regulation or requirement.

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

14. REMEDIES.

In the event of any Default or breach by MA WEST, the TJPA may at any time thereafter, without limiting the TJPA in the exercise of any right of remedy at law or in equity which the TJPA may have by reason of such Default or breach, terminate MA WEST’s License by any lawful means, in which case this License shall terminate and MA WEST shall surrender possession of the Premises to the TJPA.

In such event, the TJPA shall be entitled to recover from MA WEST all damages incurred by the TJPA by reason of MA WEST’s Default. If an action is instituted on this License, MA WEST promises to pay, in addition to the costs and disbursements allowed by law, such sum as a court may adjudge reasonable as attorneys' fees in such action.

In no event shall the TJPA be liable for monetary damages for a breach of this Agreement.

15. DAMAGE BY FIRE, DISASTER, OR OTHER CASUALTY.

In case of damage to the Pavilion or the Premises by fire or other casualty, this License may, at the-option of either MA WEST or TJPA, be terminated.

16. RECORDING.

Neither the TJPA nor MA WEST shall record this Agreement.

17. GENERAL PROVISIONS.

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

(b) Amendments. This Agreement may be amended or modified only by a written instrument executed by the TJPA and MA WEST.

(c) Severability. If any provision of this Agreement, 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 Agreement or the application of such provision to any other person or circumstance, and the remaining portions of this Agreement shall continue in full force and effect, unless enforcement of this Agreement 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 Agreement.

(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 Agreement 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 Agreement 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 Agreement shall be governed by and construed in accordance with the laws of the State of California. 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.

(g) Entire Agreement. This Agreement contain or will contain all the representations and 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 related agreements, 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.

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

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

(j) Notices. A notice or communication under this Agreement 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 the TJPA:

Transbay Joint Powers Authority
201 Mission Street, Suite 2100
San Francisco, CA 94105
Attn: Executive Director Maria Ayerdi-Kaplan
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 MA WEST:

The John Buck Company
Attn: Kevin Hites
1 North Wacker Drive
Suite 2400
Chicago IL 60606
Telefacsimile: (312) 993-0857
Telephone: (312) 627-7674

and

Golub Real Estate Corp.
Attn: Lee Golub
625 N. Michigan Avenue
Suite 2000

Chicago, IL 60611
Telefacsimile: (312) 440-0809
Telephone: (312) 440-8701

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

IN WITNESS WHEREOF, the TJPA, the Successor Agency, and MA WEST have duly executed and delivered this Agreement 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: _____
Maria Ayerdi-Kaplan
Executive Director

William J. White
Counsel for the TJPA

DEVELOPER:

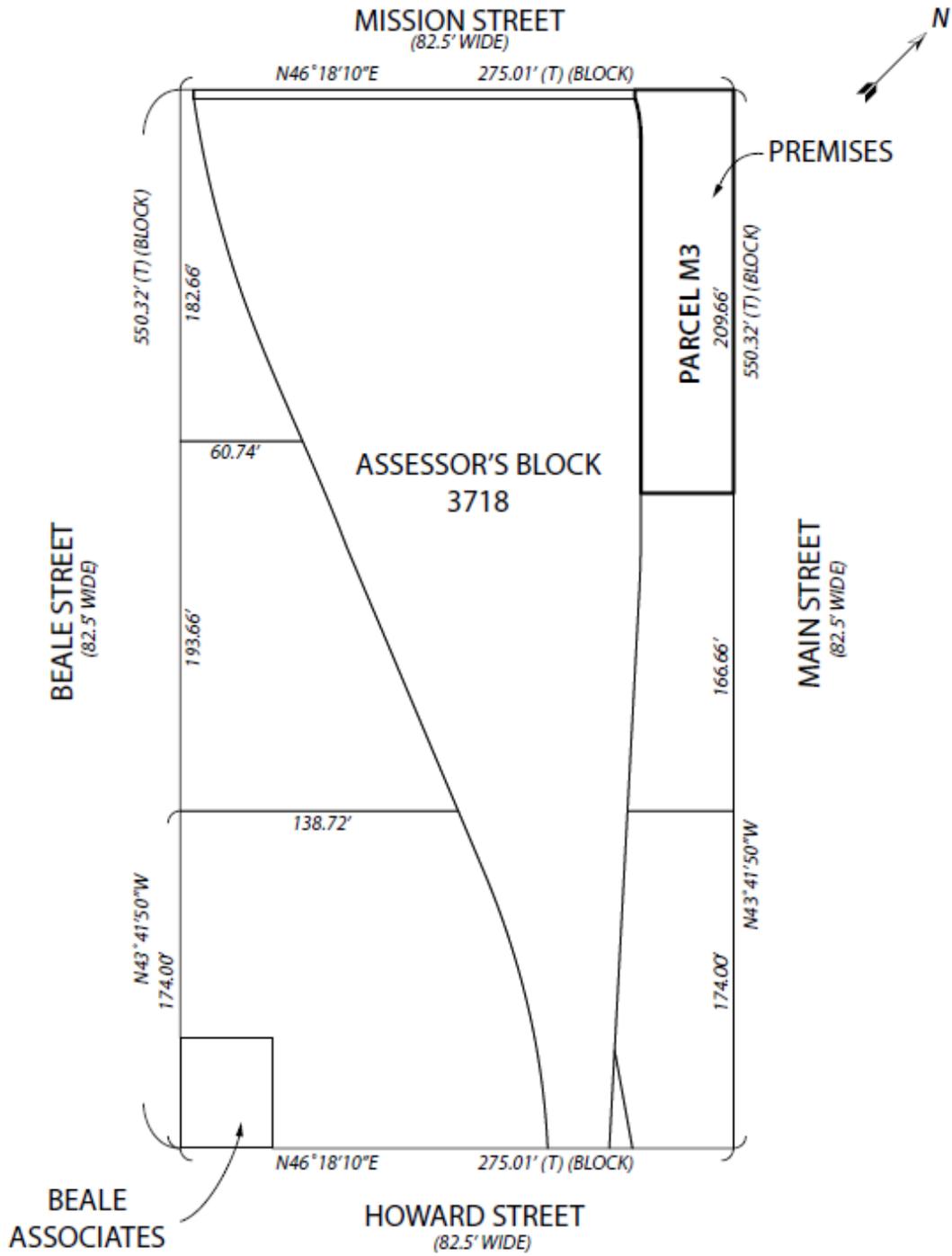
MA WEST, LLC, a Delaware limited liability company, a joint venture between affiliates of Golub Real Estate Corp., an Illinois corporation, and The John Buck Company, a Delaware limited liability company

By: _____,
Managing Member

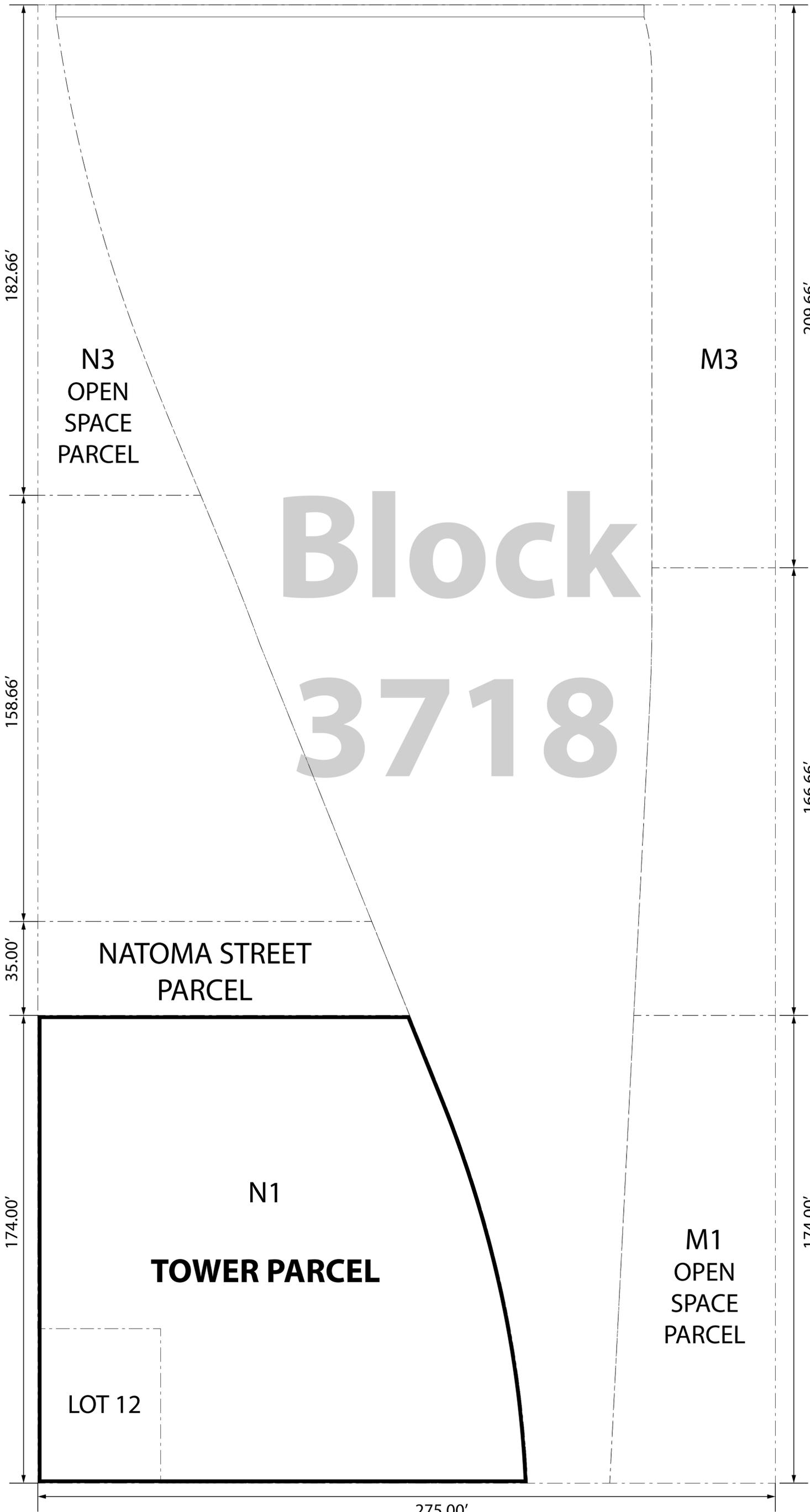
By: _____

EXHIBIT A

LICENSE AGREEMENT PARCEL



Mission St



**Block
3718**

Beale St

Main St

Howard St