

OPTION AND PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This Option and Purchase and Sale Agreement and Escrow Instructions (~~%Agreement+~~) is entered into as of this ____ day of November, 2014 (~~%Effective Date+~~), by and among the City of San Jose (~~%Seller+~~) and Athletics Investment Group LLC, a California limited liability company (~~%Buyer+~~).

RECITALS

A. This Agreement concerns certain property and improvements located at 105 South Montgomery, 150 South Montgomery, 510 West San Fernando, 102 South Montgomery, 115 South Autumn, and 645 Park Avenue, in San Jose, California more particularly described in Exhibit A attached hereto and incorporated herein by reference (the ~~%Property+~~).

B. Buyer and the San Jose Diridon Development Authority, a California Joint Powers Authority (~~%Authority+~~), previously entered into an Option Agreement for the Sale of Property (~~%Existing Option Agreement+~~) whereby Authority granted Buyer an option to acquire the Property subject to certain terms and conditions as set forth in the Existing Option Agreement.

C. Authority subsequently transferred the Property to the Successor Agency for the City of San Jose Redevelopment Agency (~~%Successor Agency+~~), pursuant to a California State Controller order dated March 21, 2013.

D. During 2014, pursuant to Health and Safety Code § 34191.5, the Successor Agency prepared a long range property management plan (the ~~%Plan+~~) to address the disposition and use of its real property, including the Property.

E. During 2014, the Oversight Board for the City of San Jose Redevelopment Agency (~~%Oversight Board+~~) and the California Department of Finance (~~%DOF+~~) approved the Plan pursuant to Health and Safety Code § 34191.4 (a).

F. In September 2014, the City Council of the City of San Jose rezoned the Property from LI-Light Industrial Zoning District to the PQP-Public/Quasi Public Zoning District.

G. Buyer owns a one hundred percent (100%) interest in the Major League Baseball team currently known as the Oakland Athletics.

NOW, THEREFORE, for good and valuable consideration, the amount and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

A. OPTION

1. Grant of Option. For consideration in the amount of One Hundred Thousand Dollars (\$100,000.00) payable by Buyer to Seller upon execution of this Agreement (~~%Initial Option Consideration+~~), and on the terms and conditions set forth herein, Seller grants to Buyer an irrevocable, and exclusive option to purchase the Property (~~%Option+~~), subject to the conditions set forth in Section A.5.

2. Memorandum of Option. Contemporaneously with the execution of this Agreement, Buyer and Seller will execute a Memorandum of Option in the form attached hereto as Exhibit B (~~%Memorandum+~~). Seller will cause the Memorandum to be recorded with the Santa Clara County Recorder's office within seven (7) days of the conveyance of the Property to Seller as described in Section A.5 below.

3. Option Term.

i. Initial Option Term. The Option shall commence on the Effective Date and shall expire on the fourth (4th) anniversary of the Effective Date (the ~~%Initial Option Term+~~), unless the Option is exercised by Buyer in accordance with the provisions of Section A.6, or the Initial Option Term is extended as provided in Section A.3.ii.

ii. Extension of Option Term. As long as Buyer is not in material breach of this Agreement, Buyer shall have the right to three (3) one (1) year extensions to the Initial Option Term (each an ~~%Extension Option+~~). In the event Buyer wishes to exercise an Extension Option, Buyer may do so by delivering written notice thereof to Seller on or before the expiration of the Initial Option Term, or the extended term if Buyer has previously exercised an extension or extensions thereof (~~%Extended Option Term+~~), together with the payment by Buyer to Seller of additional consideration in the amount of Twenty Five Thousand Dollars (\$25,000.00) for each Extension Option (the ~~%Extension Option Consideration+~~).

iii. Automatic Termination. In the event that Buyer does not exercise the Option within the Initial Option Term, or, if applicable, within the Extended Option Term, then the Option and the rights of Buyer under this Agreement will automatically and immediately terminate without notice. Thereafter, upon Seller's written request, Buyer shall promptly execute a release, quitclaim deed in recordable form, or any other document reasonably required by Seller or a title insurance company, relinquishing and releasing its rights under the Memorandum.

4. Retention of Consideration. Neither the Initial Option Consideration nor the Extension Option Consideration, if any, shall be applicable to the Purchase Price, and in the event that Buyer does not exercise the Option, then, except as provided in Section A.5.ii, the Initial Option Consideration and any Extension Option Consideration paid by Buyer shall be retained by Seller.

5. Condition Precedent to Option; Right to Terminate. The condition set forth in Section A.5.i below is a condition precedent to the right of Buyer to exercise the

Option pursuant to Section 6 and to Seller's obligation to convey the Property to Buyer hereunder.

i. Compensation Agreement and Conveyance of Property. Seller shall use good faith efforts to negotiate and execute a compensation agreement governing the disposition of the Property (Compensation Agreement) with the County of Santa Clara (County) and the other taxing agencies required to approve a Compensation Agreement (collectively, Taxing Agencies) in accordance with applicable law, including Health and Safety Code Section 34180(f)(1), by no later than June 30, 2015. Seller shall commence such negotiations within thirty (30) days after the Effective Date and thereafter shall diligently and continuously pursue the negotiation and execution of the Compensation Agreement as promptly as possible thereafter. The Compensation Agreement shall require that as soon as possible after full execution thereof the Successor Agency shall convey the Property to the Seller.

ii. Right to Terminate. In the event that the Compensation Agreement is not executed with the Taxing Agencies and the Property is not conveyed by the Successor Agency to Seller by December 31, 2015, Buyer may, at any time thereafter prior to the conveyance of the Property to Seller pursuant to a Compensation Agreement, elect in Buyer's sole and absolute discretion, to terminate this Agreement upon delivery of written notice to Seller confirming such election, in which event the Initial Option Consideration and any Extension Option Consideration paid by Buyer shall be refunded by Seller to Buyer within thirty (30) days following Seller's receipt of Buyer's notice of termination.

6. Exercise of Option. As long as Buyer is not in material breach of this Agreement, the condition precedent set forth in Section 5.i has been met, and all other approvals required by law, if any, have been obtained, Buyer may exercise the Option in accordance with this Section A.6 and in no other manner. The Option shall be exercised by delivering written notice from Buyer to Seller before the expiration of the Initial Option Term or Extended Option Term, as applicable (the Option Notice), together with the payment of a deposit by Buyer to Escrow (as hereinafter defined) in the amount of Fifty Thousand Dollars (\$50,000) (Initial Deposit). The Initial Deposit shall be applicable to the Purchase Price at Close of Escrow. The Option Notice shall state affirmatively that Buyer exercises the Option without condition or qualification except for the closing conditions set forth herein.

7. Assignment. The Option shall not be assigned by Buyer without the prior written consent of Seller, which approval shall be within the sole and absolute discretion of Seller; provided, however, that no consent shall be required for an assignment to any entity which purchases or holds all or substantially all of Buyer's assets, or to an entity which is wholly owned by Buyer or a parent of Buyer (each a Buyer Affiliate), in which case Buyer shall notify Seller of any such assignment within five (5) calendar days thereof.

8. Right of Entry; Securing of Property. During the Initial Option Term and any Extended Option Term, Buyer and its designated employees, agents, and

independent contractors, shall have the right to enter on the Property, upon reasonable advance notice to Seller, in order to inspect, investigate, or conduct tests on the Property, including invasive tests. Buyer shall repair any damage Buyer or its agents or independent contractors shall cause to the Property, and shall indemnify and hold harmless Seller from any and all costs, expenses, losses and liabilities incurred or sustained by Seller as the result of the acts of Buyer's employees, agents, and independent contractors pursuant to the rights granted under this Section A.8. Notwithstanding anything to the contrary set forth herein, Buyer shall have no liability to repair any damage existing prior to or independent of Buyer's entry onto the Property, and Buyer shall have no liability for any pre-existing conditions, facts or circumstances on, in, under or affecting the Property. During the Initial Option Term and any Extended Option Term, Seller shall secure the Property in the same manner as it is secured on the Effective Date.

9. Indemnity of Buyer. Seller shall indemnify, defend, and hold harmless Buyer, its directors, officers, employees, agents, affiliates, owners, parents, successors and assigns (herein collectively ~~the~~ Indemnified Parties) from and against any and all suits, actions, legal or administrative proceedings, claims, demands, actual damages, fines, punitive damages, losses, costs, liabilities, interest, attorney's fees (including any such fees and expenses incurred enforcing this indemnity) incurred solely as a result of Buyer's status as an option holder under this Agreement and arising out of the acts of Seller, its employees, agents, tenants, invitees, independent contractors or trespassers on or affecting the Property, which acts occurred during the Initial Option Term or any Extended Option Term. Seller may defend Buyer in any such matter with legal counsel acceptable to Buyer, provided that Buyer acknowledges that legal counsel provided by the City Attorney's Office shall be acceptable to Buyer.

B. PURCHASE AND SALE

In the event Buyer exercises the Option pursuant to the terms and conditions set forth in Section A, Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller in accordance with the following terms and conditions.

1. Purchase Price. The purchase price (~~the~~ Purchase Price) for the Property shall be Seven Million Dollars (\$7,000,000.00). The Purchase Price shall be payable by Buyer to Seller in immediately available funds at Close of Escrow (defined below). If the Property is rezoned to a designation other than PQP-Public/Quasi Public prior to the Close of Escrow, Buyer also shall pay the Additional Purchase Price described in Section B.5.iii below to Seller in immediately available funds at Close of Escrow.

2. Escrow.

i. Opening of Escrow. Promptly following the exercise of the Option, Buyer shall open an escrow (~~the~~ Escrow) at the offices of First American Title Company (~~the~~ Escrow Holder) at 1737 N. First Street, San Jose, California, and Buyer and Seller shall deliver a fully executed copy of this Agreement to Escrow Holder. The opening

date (~~Opening Date~~) shall be the date on which Escrow Holder receives a fully-executed copy of this Agreement.

ii Close of Escrow. Escrow shall close as soon as possible after the Opening Date, but in no event later than ninety (90) days after the Opening Date. For purposes of this Agreement, the close of escrow (~~Close of Escrow~~) shall mean the date on which a grant deed conveying the Property to Buyer (the ~~Grant Deed~~) is recorded in the Santa Clara County Recorder's Office.

3. Representations and Warranties.

i. Seller hereby represents and warrants that (a) Seller has not released any Hazardous Materials on the Property or allowed others to do so with Seller's consent or knowledge, (b) Seller has no actual knowledge of the existence of any Hazardous Materials on the Property except as disclosed in those reports to be delivered to Buyer within thirty (30) days after the Effective Date, a list of which shall be attached hereto upon receipt by Buyer as Exhibit C (collectively, ~~Environmental Reports~~), and (c) Seller has not received any notice of any violation of any law, ordinance, rule, regulation or order of any governmental authority pertaining to the Property. For purposes of this Agreement, the term ~~Hazardous Materials~~ shall mean any and all of those materials, substances, wastes, pollutants or contaminants which have been designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, and any other materials, substances, wastes, pollutants or contaminants requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

ii. Seller hereby represents and warrants to Buyer that (a) except for the Option and leases and other agreements which are terminable upon thirty (30) days written notice, there are no leases, options to purchase, rights of first refusal or contracts for lease or sale of the Property; and (b) there are no liens, encumbrances, or claims against the Property other than the Approved Exceptions as described in Section 6.i below.

iii. Each representation and warranty in this Section B.3 (a) is material and shall be relied on by Buyer; (b) is true in all respects as of the Effective Date; (c) shall be true in all respects upon the Close of Escrow; and (d) shall survive Close of Escrow and delivery of the Grant Deed.

4. Condition of Property. Except as expressly set forth in Section B.3, above, Buyer acknowledges that Seller has made no representations, warranties or agreements as to any matters concerning the condition of the Property and Buyer is acquiring the Property ~~AS IS~~ without any warranty, express or implied, as to the nature or condition of, or title to, the Property or its fitness for Buyer's intended use. No patent or latent physical condition of the Property, nor any other matter relating to the Property shall be grounds for any claim against Seller by Buyer, including any claim for rescission of this Agreement after Close of Escrow, except as to any express representations and warranties set forth in Section B.3. Seller shall, to the maximum

extent permitted by law, save, defend, indemnify and hold harmless Indemnified Parties from and against any and all suits, actions, legal or administrative proceedings, claims, demands, actual damages, fines, punitive damages, losses, costs, liabilities, interest, attorneys fees (including any such fees and expenses incurred enforcing this indemnity) resulting from any breach of Seller's representations and warranties contained herein. The covenants set forth in this Section B.4 shall survive Close of Escrow and delivery of the Grant Deed.

5. Development of Property. Buyer and Seller agree that the following conditions shall apply to the future development of the Property:

i. No Sale of Property. For a period of five (5) years after the Close of Escrow, Buyer shall not sell or otherwise convey the Property except to a Buyer Affiliate.

ii. Consistency with PQP-Public/Quasi Public Zoning District Designation. For a period of five (5) years after the Close of Escrow, Buyer and any Buyer Affiliate shall develop the Property only in a manner consistent with the PQP-Public/Quasi Public Zoning District designation of the Property, unless the Property has been rezoned to a designation other than PQP-Public/Quasi Public, in which case Section B.5.iii will apply.

iii. Additional Purchase Price in the Event of Rezoning. For a period of five (5) years after the Close of Escrow, and provided Buyer or a Buyer Affiliate has not commenced construction of a project on the Property consistent with the PQP-Public/Quasi Public Zoning designation, Buyer, in Buyer's sole discretion, may elect to either (a) execute a quitclaim conveying the Property to Seller in which event Seller shall refund the Purchase Price to Buyer, or (b) retain the Property and pay an additional sum (the Additional Purchase Price) to Seller, in accordance with the provisions of this Section B.5.iii. Buyer's failure to provide written notice to Seller of its election within the five (5) year period shall be deemed to be an election by Buyer to retain the Property under this Section B.5.iii.(b). If Buyer elects to retain the Property and the Property is rezoned to a designation other than PQP-Public/Quasi Public within thirty (30) years of the Close of Escrow (the Rezoning Date), the following shall apply:

A. The Additional Purchase Price shall be the amount equal to the difference between the Purchase Price and the Rezoned Value determined as of the Rezoning Date. As used herein, Rezoned Value is the most probable price which the Property should bring in a competitive and open market under all conditions requisite to a fair sale, with a willing Buyer and Seller each acting prudently and knowledgeably in an arms-length transaction.

B. Buyer and Seller shall attempt to agree on the Rezoned Value of the Property within ninety (90) days of the Rezoning Date. In the event Buyer and Seller reach agreement on the Rezoned Value, and Buyer has elected to retain the Property under this Section B.5.iii.(b). Buyer shall pay the Additional Purchase Price to Seller within thirty (30) days of such agreement.

C. In the event that Buyer and Seller are unable to agree on the Rezoned Value within ninety (90) days of the Rezoning Date, then the Rezoned Value shall be determined in accordance with the procedure set forth in Exhibit D attached hereto, which determination of the Rezoned Value shall be final and binding. Thereafter, Buyer shall pay the Additional Purchase Price to Seller within thirty (30) days of such determination, provided Buyer has elected to retain the Property under this Section B.5.iii.(b).

iv. Covenants Shall Run With The Land. Buyer shall execute a recordable document in a form reasonably requested by Seller to assure performance of the covenants set forth in this Section B.5, which covenants shall survive Close of Escrow and delivery of the Grant Deed.

6. Close of Escrow.

i. Delivery of Documents and Payment. At or prior to Closing, Seller shall deposit into Escrow a Grant Deed in the form attached hereto as Exhibit E, properly executed and acknowledged by Seller, in favor of Buyer, containing the legal description of the Property and subject only to those exceptions set forth in the preliminary title reports prepared by First American Title, dated as of October 3, 2014, reference number NCS-695798-SC and dated as of October __, 2014, reference number _____ (collectively, the ~~Pre~~ Preliminary Title Report), together with all real property taxes and assessments to be assessed against the Property upon conveyance to Buyer (collectively, the ~~Approved~~ Exceptions). At or prior to Close of Escrow, Buyer shall deposit into Escrow funds in the amount of the Purchase Price and such other funds as necessary to pay any of Buyer's closing costs set forth in Section B.10 below. At or prior to Closing, Buyer and Seller shall have each deposited into Escrow any other documents required to close this Escrow and any supplemental escrow instructions necessary to close this Escrow. Escrow Holder shall deliver to Seller funds in the amount of the Purchase Price, when (a) Escrow Holder holds, and is able to record, the Grant Deed, and (b) Escrow Holder is prepared to issue to Buyer the Title Policy as provided in Section B.6.ii.

ii. Title Insurance. At the Close of Escrow, Seller shall obtain from Escrow Holder a California Land Title Association (~~CLTA~~) standard owner's policy of title insurance (or other insurance as desired by Buyer) in the amount of the Purchase Price insuring title to the Property in the name of Buyer subject only to the Approved Exceptions and the standard printed exclusions from coverage of a CLTA standard title policy (~~Title Policy~~). In the event that Buyer elects to obtain an ALTA extended owner's policy of title insurance any additional costs associated therewith shall be paid by Buyer.

iii. Recordation and Delivery. At the Close of Escrow, Escrow Holder shall forward the Grant Deed to the Santa Clara County Recorder's Office for recordation and deliver the Title Policy to Buyer.

7. Brokers. Seller and Buyer hereby represent to each other that there are no brokers, finders, or other persons entitled to a commission, finder's fee or other payment in connection with this Agreement. Buyer and Seller hereby agree to indemnify, defend, protect, and hold the other harmless from and against any claims, liabilities, or damages for commissions or finder's fees brought by any third party who has dealt or claims to have dealt with the indemnifying party pertaining to the Property.

8. FIRPTA. Seller warrants that it is not a foreign person or entity as defined in the Foreign Investment In Real Property Tax Act of 1980, and prior to the Close of Escrow Seller will deposit an affidavit certifying same. Escrow Holder's duties pertaining to this Section B.8 are limited to the receipt from Seller of such affidavit prior to the Close of Escrow and delivery to Buyer of such affidavit at the Close of Escrow.

9. Property Taxes. Buyer shall be responsible for any property taxes or other assessments against the Property to the extent attributable to the period after the Close of Escrow. Seller shall be responsible for any property taxes or other assessments against the Property to the extent attributable to the period before the Close of Escrow.

10. Closing Costs. Seller shall pay the Escrow fee, the cost of the Title Policy, any County transfer tax and one-half (1/2) of any City transfer tax. Buyer shall pay any recording fees and one-half (1/2) of any City transfer tax. Any endorsements to the Title Policy requested by Buyer shall be paid for by Buyer.

C. MISCELLANEOUS

1. Time. Time is of the essence of this Agreement with respect to each and every provision hereof in which time is a factor.

2. Entire Agreement. This Agreement, including the Exhibits attached hereto, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes any and all prior agreements and understandings between the parties. No change in, modification of or amendment to this Agreement shall be valid unless set forth in writing and signed by all of the parties subsequent to the execution of this Agreement.

3. Further Assurances. Each of the parties agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to the Close of Escrow, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement.

4. Governing Law. This Agreement shall be construed and enforced in accordance with the applicable laws of the State of California.

5. Arbitration of Disputes. Any controversies or claims between Seller and Buyer arising from or related to this Agreement shall be settled by arbitration in the City of San Jose, California, in accordance with the commercial arbitration rules of JAMS if

not inconsistent with other provisions of this Agreement, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. The parties submit to the jurisdiction of the Superior Court of the State of California, Santa Clara County, for purposes of confirming any such award and entering judgment. Each party shall bear its own costs and expenses of arbitration.

NOTICE: BY INITIALING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE %ARBITRATION OF DISPUTES+PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE %ARBITRATION OF DISPUTES+PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

THE UNDERSIGNED HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE %ARBITRATION OF DISPUTES+PROVISION TO NEUTRAL ARBITRATION.

Seller's Initials: _____

Buyer's Initials: _____

6. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by national overnight courier service or by registered or certified mail, first class postage prepaid, return receipt requested, and shall be deemed received and effective upon the earlier of (i) the date of delivery to the address of the person to receive such notice, or (ii) three (3) business days after the date of posting with the United States Postal Service at the following addresses:

To Buyer:

Athletics Investment Group LLC
7000 Coliseum Way
Oakland, CA 94621
Attention: Neil Kraetsch - General Counsel

With a copy to:

Perkins Coie LLP
4 Embarcadero Center, Suite 2400
San Francisco, CA 94111
Attention: Cecily Barclay

To Seller: Office of the Mayor
200 East Santa Clara Street, 14th Fl Tower
San Jose, CA 95113
Attention: Mayor of San Jose

With a copy to: Office of the City Attorney
200 East Santa Clara Street, 14th Fl Tower
San Jose, CA 95113
Attention: City Attorney

To Escrow Holder (in the event
an escrow is opened under
Section B.2.i): First American Title Company
1737 N. First Street
San Jose, CA 95110
Attention: Linda Tugade

Any party to this Agreement may change its address for receipt of notices by giving notice of such change to the other party in the manner set forth in this Section C.6. Neither the rejection of a notice by the addressee or the inability to deliver a notice because of a change of address for which no change of address notice was received, shall affect the date on which such notice is deemed received.

7. Successors. Subject to the provisions of this Agreement, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, executors, representatives, successors and assigns.

8. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any third person to any party to this Agreement or give any third person any right of subrogation or action over or against any party to this Agreement.

9. Severability. In the event any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall be effective only to the extent of such determination and shall not prohibit or otherwise render ineffective any other provision of this Agreement.

10. Exhibits. References herein to exhibits are to Exhibit A (Property Description), Exhibit B (Memorandum of Option), Exhibit C (List of Environmental Reports), and Exhibit D (Determination of Rezoned Value), and Exhibit E (Form of Grant Deed), each attached hereto and hereby incorporated by reference.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the

same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

12. Limitation of Liability. If, for any reason, Seller is unable to convey the Property to Buyer pursuant to this Agreement, Seller's liability to Buyer for Seller's failure to convey the Property hereunder shall be limited to the return of any funds received by Seller from Buyer for the Property, including the Initial Option Consideration and any Extended Option Consideration.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date first written above.

<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>City Attorney</p>	<p><u>SELLER:</u></p> <p>CITY OF SAN JOSE, a municipal corporation</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>
	<p><u>BUYER:</u></p> <p>ATHLETICS INVESTMENT GROUP LLC, a California limited liability company</p> <p>By: _____</p> <p>Its: _____</p>

EXHIBIT A

PROPERTY DESCRIPTION

Real property in the City of San Jose, County of Santa Clara, State of California, described as follows:

Legal Description – 105 S. Montgomery Street
APN 261-35-003 & -006

Real property in the City of San Jose, County of Santa Clara, State of California, described as follows:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 21:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAN FERNANDO STREET (FORMERLY KNOWN AS AND CALLED NORTH STREET) WITH THE WESTERLY LINE OF MONTGOMERY STREET, (FORMERLY KNOWN AS AND CALLED EAST STREET); RUNNING THENCE SOUTHERLY ALONG THE WESTERLY LINE OF MONTGOMERY STREET 111.50 FEET; THENCE WESTERLY AND PARALLEL WITH SAN FERNANDO STREET 77.50 FEET; THENCE NORTHERLY AND PARALLEL WITH MONTGOMERY STREET 111.501 FEET TO THE SOUTHERLY LINE OF SAN FERNANDO STREET; AND THENCE EASTERLY ALONG SAID LAST NAMED LINE 77.50 FEET TO THE POINT OF BEGINNING, AND BEING LOT 28 OF THE LOS COCHES RANCHO.

APN: PORTION 261-35-003

PARCEL 22:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAN FERNANDO STREET; DISTANT THEREON 77 FEET AND 6 INCHES WESTERLY FROM THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF SAN FERNANDO STREET WITH THE WESTERLY LINE OF MONTGOMERY STREET, FORMERLY KNOWN AS AND CALLED EAST STREET; RUNNING THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAN FERNANDO STREET 5 FEET 4 INCHES, THENCE SOUTHERLY AND PARALLEL WITH MONTGOMERY STREET 111 FEET AND 6 INCHES, THENCE EASTERLY AND PARALLEL WITH SAN FERNANDO STREET 5 FEET AND 4 INCHES; THENCE NORTHERLY AND PARALLEL WITH MONTGOMERY STREET, 111 FEET AND 6 INCHES TO THE POINT OF BEGINNING, AND BEING A PART OF LOT 28 OF THE LOS COCHES RANCHO.

APN: PORTION OF 261-35-003

PARCEL 23:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAN FERNANDO STREET DISTANT THEREON 82 FEET 10 INCHES WESTERLY FROM THE INTERSECTION OF SAID LINE OF SAN FERNANDO STREET WITH THE WESTERLY LINE OF MONTGOMERY STREET, FORMERLY EAST STREET, AS SAID LINE EXISTED ON MAY 26, 1891; THENCE WESTERLY ALONG SAID LINE OF SAN FERNANDO STREET 52 FEET; THENCE AT RIGHT ANGLES SOUTHERLY ON A LINE PARALLEL WITH SAID WESTERLY LINE OF MONTGOMERY STREET 111 FEET 6 INCHES; THENCE AT RIGHT ANGLES EASTERLY ON A LINE PARALLEL WITH SAID LINE OF SAN FERNANDO STREET 52 FEET; THENCE AT RIGHT ANGLES NORTHERLY ON A LINE PARALLEL WITH SAID WESTERLY LINE OF MONTGOMERY STREET 111 FEET 6 INCHES TO THE POINT OF BEGINNING, AND BEING A PORTION OF LOT 28 OF THE SUBDIVISION OF LOS COCHES RANCHO.

APN: PORTION OF 261-35-003

PARCEL 24:

LOT 1 AS DELINEATED AND SO DESIGNATED UPON MAP ENTITLED, "MAP OF THE OTTERSON LOTS, IN THE LOS COCHES RANCHO", IN WHICH SAID MAP WAS RECORDED OF JUNE 23, 1896 IN THE OFFICE OF THE COUNTY OF RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, IN VOLUME "B" OF MAPS, AT PAGE 35.

APN: 261-35-006

Legal Description; APN 261-35-010

PARCEL 19:

BEGINNING AT A POINT ON THE WESTERLY LINE OF MONTGOMERY STREET, FORMERLY KNOWN AS EAST STREET, DISTANT THEREON SOUTHERLY 111.50 FEET FROM THE POINT OF INTERSECTION OF SAID LINE OF MONTGOMERY STREET WITH THE SOUTHERLY LINE OF SAN FERNANDO STREET, FORMERLY KNOWN AS NORTH STREET, AND SAID POINT OF BEGINNING BEING THE SOUTHEASTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM CHARLES J. RYLANDER ET UX TO W.A. RISSLAND ET UX, DATED SEPTEMBER 19, 1914 AND RECORDED SEPTEMBER 19, 1914 INBOOK 419 OF DEEDS, PAGE 587, THENCE SOUTHERLY AND ALONG SAID LINE OF MONTGOMERY STREET, 42.0 FEET TO THE NORTHEASTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM GEORGE EDWARD RAMER TO BERTHA CAROLINE BRADLEY DATED AUGUST 18, 1903 AND RECORDED JULY 26, 1904 IN BOOK 281 OF DEEDS, PAGE 121; THENCE WESTERLY AND PARALLEL WITH SAID LINE OF SAN FERNANDO STREET, AND ALONG THE NORTHERLY LINE OF LAND DESCRIBED IN THE DEED TO SAID BERTHA CAROLINE BRADLEY, 135.0 FEET TO THE NORTHWESTERLY CORNER THEREOF, AND IN THE EASTERLY LINE OF THE PARCEL OF LAND DISTRIBUTED IN THE ESTATE OF DELIA BRYANT, ALSO KNOWN AS DELIA A. BRYANT, DECEASED, TO HARRIETTE FRANCES BOWMAN AND PRINCE WARREN GODFREY, BY DECREE OF DISTRIBUTION DATED MARCH 31, 1916, A CERTIFIED COPY OF WHICH DECREE WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON APRIL 03, 1916 IN BOOK 440 OF DEEDS, AT PAGE 265, AND THENCE NORTHERLY AND ALONG SAID LAST REFERRED TO EASTERLY LINE 42.0 FEET TO THE SOUTHWESTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM H.H. MADSEN ET UX TO F.B. GILGER, DATED AUGUST 24, 1922 AND RECORDED AUGUST 30, 1922 IN BOOK 561 OF DEEDS, PAGE 143; THENCE EASTERLY AND PARALLEL WITH THE SAID LINE OF SAN FERNANDO STREET, AND ALONG THE SOUTHERLY LINE OF LAND DESCRIBED IN THE DEED TO SAID F.B. GILGER AND THE PROLONGATION OF SAID LINE EASTERLY 135.0 FEET TO THE WESTERLY LINE OF MONTGOMERY STREET; AND THE POINT OF BEGINNING, AND BEING A PORTION OF LOT 28 OF THE LOS COCHES RANCHO.

PARCEL 20:

BEGINNING AT A POINT ON THE WESTERLYLINE OF MONTGOMERY STREET, FORMERLY EAST STREET, DISTANT THEREON 153.50 FEET SOUTHERLY FROM THE POINT OF INTERSECTION OF THE WESTERLY LINE OF MONTGOMERY STREET WITH THE SOUTHERLY LINE OF SAN FERNANDO STREET, FORMERLY NORTH. STREET, SAID POINT OF BEGINNING BEING THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY AMANDA J. GODFREY, A WIDOW, TO MATTIE E. HOFFMAN, BY DEED DATED APRIL 19, 1898 AND RECORDED APRIL 19, 1898 IN BOOK 208 OF DEEDS, PAGE 176, RECORDS OF SANTA CLARA COUNTY CALIFORNIA; THENCE RUNNING SOUTHERLY AND ALONG THE WESTERLY LINE OF MONTGOMERY STREET, 80 FEET TO THE NORTHEASTERLY CORNER OF THE LANDS SHOWN AND DESIGNATED UPON MAP ENTITLED, "MAP OF THE OTTERSON LOTS IN THE LOS COCHES RANCHO", AND WHICH SAID MAP WAS RECORDED IN THE OFFICE OF THE COUNTY

RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON JUNE 23, 1886 IN BOOK B OF MAPS, AT PAGE 35; THENCE RUNNING WESTERLY AND ALONG THE NORTHERLY LINE OF SAID OTTERSON LOTS, 135.00 FEET TO A POINT ON THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DISTRIBUTED IN THE ESTATE OF DELIA BRYANT, ALSO KNOWN AS DELIA A. BRYANT, DECEASED, TO HARRIETTE FRANCES BOWMAN AND PRINCE WARREN GODFREY, BY DECREE OF DISIRIBUTION ENTERED IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FORTHE COUNTY OF SANTA CLARA ON MARCH 31, 1916, A CERTIFIED COPY OF WHICH WAS RECORDED ON APRIL 03, 1916 IN BOOK 440 OF DEEDS, PAGE 266, RECORDS OF SAID COUNTY OF SANTA CLARA RUNNING, THENCE NORTHERLY AND ALONG LAST SAID LINE, 80 FEET TO THE SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO MATTIE E. HOFFMAN, AS HEREINABOVE REFERRED TO; THENCE RUNNING EASTERLY AND ALONG THE SOUTHERLY LINE OF SAID LAND SO DESCRIBED IN THE DEED TO MATTIE E. HOFFMAN, 135 FEET TO THE POINT OF BEGINNING, AND BEING A PORTION OF LOT 28 OF THE LOS COCHES RANCHO.

Legal Description – 102 S. Montgomery Street
APN 259-48-012

Real property in the City of San Jose, County of Santa Clara, State of California, described as follows:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 5:

BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF MONTGOMERY STREET, FORMERLY EAST STREET, WITH THE SOUTHERLY LINE OF SAN FERNANDO STREET; THENCE RUNNING SOUTHERLY AND ALONG THE EASTERLY LINE OF MONTGOMERY STREET, 73.50 FEET; THENCE AT RIGHT ANGLES EASTERLY AND PARALLEL WITH THE SOUTHERLY LINE OF SAN FERNANDO STREET, 86 FEET; THENCE AT RIGHT ANGLES NORTHERLY AND PARALLEL WITH THE EASTERLY LINE OF MONTGOMERY STREET 73.50 FEET TO A POINT ON THE SOUTHERLY LINE OF SAN FERNANDO STREET; THENCE RUNNING WESTERLY AND ALONG THE SOUTHERLY LINE OF SAN FERNANDO STREET, 86 FEET TO THE POINT OF BEGINNING, AND BEING A PORTION OF THE LOS COCHES RANCHO.

Legal Description – 510 W. San Fernando Street
APN 259-48-011 & -013

Real property in the City of San Jose, County of Santa Clara, State of California,
described as follows:

PARCEL 1:

ALL OF LOTS 16 AND 17, AND A PORTION OF LOTS 14 AND 15, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF THE GILLESPIE SUBDIVISION", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON APRIL 18, 1911 IN BOOK N OF MAPS, AT PAGE 46 AND A PORTION OF THE LOS COCHES RANCHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAN FERNANDO STREET DISTANT THEREON NORTH 86° 49' EAST 86.00 FEET FROM THE POINT OF INTERSECTION THEREOF WITH THE EASTERLY LINE OF MONTGOMERY STREET (FORMERLY EAST STREET), AS SAID STREETS ARE SHOWN UPON THE MAP ABOVE REFERRED TO; RUNNING THENCE FROM SAID POINT OF BEGINNING, SOUTH 3° 16' EAST AND PARALLEL WITH THE SAID EASTERLY LINE OF MONTGOMERY STREET, FOR A DISTANCE OF 73.50 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 17, AS SAID LOT IS SHOWN UPON THE MAP ABOVE REFERRED TO; RUNNING THENCE SOUTH 86° 49' WEST ALONG SAID LAST NAMED LINE, FOR A DISTANCE OF 86.00 FEET TO THE NORTHWESTERLY CORNER THEREOF ON THE SAID EASTERLY LINE OF MONTGOMERY STREET; RUNNING THENCE SOUTH 3° 10' EAST ALONG THE SAID EASTERLY LINE OF MONTGOMERY STREET, FOR A DISTANCE OF 86.00 FEET TO THE NORTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED FROM T. J. GILLESPIE HARDWOOD PLANING MILL COMPANY, A CORPORATION, TO LENA BENNETT, DATED DECEMBER 20, 1935, RECORDED DECEMBER 24, 1935 IN BOOK 755 OF OFFICIAL RECORDS, PAGE 222, SANTA CLARA COUNTY RECORDS, THENCE LEAVING THE SAID EASTERLY LINE OF MONTGOMERY STREET AND RUNNING NORTH 86° 49' EAST ALONG THE NORTHERLY LINE OF LAND SO DESCRIBED IN THE DEED TO SAID BENNETT, FOR A DISTANCE OF 116.80 FEET TO THE NORTHEASTERLY CORNER THEREOF ON THE EASTERLY LINE OF LOT 14, AS SAID LOT IS SHOWN UPON THE MAP ABOVE REFERRED TO; RUNNING THENCE NORTH 3° 16' WEST ALONG SAID LAST NAMED LINE, FOR A DISTANCE OF 1.825 FEET, MORE OR LESS TO THE NORTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED FROM T. J. GILLESPIE HARDWOOD PLANING MILL COMPANY, A CORPORATION, TO GEORGE SCHLOSSER, DATED MARCH 23, 1925, RECORDED MARCH 26, 1925 IN BOOK 145 OF OFFICIAL RECORDS, PAGE 279, SANTA CLARA COUNTY RECORDS; RUNNING THENCE NORTH 87° 40' EAST ALONG THE NORTHERLY LINE OF LAND SO DESCRIBED IN THE DEED TO SAID SCHLOSSER, FOR A DISTANCE OF 116.80 FEET TO THE NORTHEASTERLY CORNER THEREOF ON THE WESTERLY LINE OF GILLESPIE AVENUE, AS SAID AVENUE IS SHOWN UPON THE MAP ABOVE REFERRED TO; RUNNING THENCE NORTH 3° 16' WEST ALONG THE SAID WESTERLY LINE OF GILLESPIE AVENUE, FOR A DISTANCE OF 159.17 FEET TO THE POINT OF INTERSECTION THEREOF WITH THE SAID SOUTHERLY LINE OF SAN FERNANDO STREET; RUNNING THENCE SOUTH 86° 49' WEST ALONG THE SAID SOUTHERLY LINE OF SAN FERNANDO STREET, FOR A DISTANCE OF 147.60 FEET TO THE POINT OF BEGINNING.
APN: PORTION OF 259-48-011

PARCEL 2:

PORTION OF LOTS 13 AND 14, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF THE GILLESPIE SUBDIVISION BEING PART OF LOT 29 OF THE LOS COCHES RANCHO", WHICH MAP

WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON APRIL 18, 1911 IN VOLUME "N" OF MAPS, AT PAGE 48, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF MONTGOMERY STREET (FORMERLY EAST STREET) DISTANT THEREON 159.50 FEET SOUTHERLY FROM THE INTERSECTION THEREOF WITH THE SOUTHERLY LINE OF SAN FERNANDO STREET; AND RUNNING THENCE EASTERLY AND PARALLEL WITH THE DIVIDING LINE BETWEEN SAID LOTS 13 AND 14, 116.80 FEET TO A POINT IN THE EASTERLY LINE OF LOT 14; THENCE SOUTHERLY AND ALONG THE EASTERLY LINE OF LOTS 14 AND 13, 50 FEET TO A POINT; THENCE WESTERLY AND PARALLEL WITH THE DIVIDING LINE BETWEEN LOTS 13 AND 14, 116.80 FEET TO A POINT ON THE EASTERLY LINE OF MONTGOMERY STREET; THENCE NORTHERLY AND ALONG THE SAID EASTERLY LINE OF MONTGOMERY STREET 50 FEET TO THE POINT OF BEGINNING.
APN: PORTION OF 259-78-011

PARCEL 3:

COMMENCING AT A POINT ON THE WESTERLY LINE OF AUTUMN STREET (FORMERLY GILLESPIE AVENUE) DISTANT THEREON S. 3° 16' E. 159.17 FEET FROM THE INTERSECTION THEREOF WITH THE SOUTHERLY LINE OF SAN FERNANDO STREET; RUNNING THENCE ALONG SAID WESTERLY LINE OF GILLESPIE AVENUE S. 3° 16' E. 80 FEET; THENCE S. 86° 49' W. 116.80 FEET; THENCE N. 3° 16' W. 80.00 FEET, MORE OR LESS, TO A POINT DISTANT SOUTHERLY 15 FEET FROM THE NORTHERLY LINE OF LOT 15 HEREINAFTER MENTIONED; THENCE N. 87° 46' E. AND DISTANT SOUTHERLY 15 FEET FROM THE NORTHERLY LINE OF SAID LOT 15, 116.80 FEET MORE OR LESS, TO THE WESTERLY LINE OF GILLESPIE AVENUE AND THE POINT OF BEGINNING, AND BEING PORTIONS OF LOTS 12 AND 15 AS DESIGNATED AND DELINEATED UPON THAT CERTAIN MAP ENTITLED; "MAP OF THE GILLESPIE SUBDIVISION BEING PART OF LOT 29 OF THE LOS COCHES RANCHO", AND WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON APRIL 18, 1911 IN BOOK "N" OF MAPS, AT PAGE 48.

APN: 259-48-013

APN: 259-48-011 and 259-48-013

A:b: 259-48-011 & 013

Legal Description – 150 S. Montgomery Street
APN 259-48-053

Real property in the City of San Jose, County of Santa Clara, State of California, described as follows:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY LINE OF MONTGOMERY STREET (60.00 FEET IN WIDTH), AT THE SOUTHWESTERLY CORNER OF THE GILLESPIE SUBDIVISION A MAP OF WHICH WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON APRIL 18, 1911 IN BOOK N OF MAPS, AT PAGE 48, SAID POINT OF BEGINNING BEING DISTANT SOUTH 3° 16' 00" EAST 329.03 FEET FROM THE POINT OF INTERSECTION THEREOF WITH THE SOUTHERLY LINE OF SAN FERNANDO STREET (60.00 FEET IN WIDTH); THENCE FROM SAID POINT OF BEGINNING NORTH 87° 24' 00" EAST ALONG THE SOUTHERLY LINE OF SAID GILLESPIE SUBDIVISION ABOVE REFERRED TO FOR A DISTANCE OF 221.44 FEET TO A POINT IN THE WESTERLY LINE OF A PROPOSED 72 FOOT STREET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED LINE, ALONG AN ARC OF A CURVE TO THE RIGHT, FROM A TANGENT BEARING SOUTH 9° 35' 20" WEST, WITH A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 30° 42' 51", FOR AN ARC DISTANCE OF 268.03 FEET; THENCE WESTERLY ON A COMPOUND CURVE TO THE RIGHT, WITH A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 123° 12' 55", FOR AN ARC DISTANCE OF 107.53 FEET; THENCE SOUTH 87° 05' 00" WEST, 10.00 FEET TO A POINT IN THE SAID EASTERLY LINE OF MONTGOMERY STREET; THENCE NORTH 3° 16' 00" WEST ALONG SAID LAST MENTIONED LINE FOR A DISTANCE OF 212.84 FEET TO THE POINT OF BEGINNING.

Legal Description – 645 Park Avenue
APN 261-35-014

Real property in the City of San Jose, County of Santa Clara, State of California, described as follows:

A PORTION OF LOTS 27 AND 28, AS SAID LOTS ARE SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP SHOWING THE SUBDIVISION OF THE RANCHO DE LOS COCHES ADJOINING THE CITY OF SAN JOSE", WHICH MAP WAS FILED FOR RECORD ON NOVEMBER 6, 1867 IN BOOK "A" OF MAPS AT PAGE 47, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE PARCEL OF LAND CONVEYED TO THE CITY OF SAN JOSE, A MUNICIPAL CORPORATION, BY GRANT DEED RECORDED SEPTEMBER 21, 1965 IN BOOK 7111 AT PAGE 130 OF OFFICIAL RECORDS; THENCE SOUTH 86° 59' 15" WEST ALONG THE NORTHERLY LINE OF PARK AVENUE A DISTANCE OF 331.00 FEET TO A CHISELED "X" IN THE SIDEWALK; THENCE LEAVING SAID LAST NAMED LINE AND RUNNING NORTH 3° 00' 45" WEST AT A RIGHT ANGLE THERETO A DISTANCE OF 10 FEET; THENCE SOUTH 86° 59' 15" WEST AT A RIGHT ANGLE TO AND PARALLEL WITH SAID NORTHERLY LINE OF PARK AVENUE A DISTANCE OF 50.00 FEET; THENCE NORTH 3° 00' 45" WEST AT A RIGHT ANGLE THERETO, A DISTANCE OF 162.19 FEET, MORE OR LESS, TO THE SOUTHWESTERLY CORNER OF PARCEL 2, AS SAID PARCEL 2 IS DESCRIBED IN THAT CERTAIN MEMORANDUM OF LEASE FROM GILL INDUSTRIES, A CALIFORNIA CORPORATION, TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, A CORPORATION, RECORDED AUGUST 14, 1973 IN BOOK 0516 AT PAGE 402 OF OFFICIAL RECORDS, SAID SOUTHWESTERLY CORNER BEING AT A POINT IN LINE PARALLEL WITH AND DISTANT SOUTHERLY 2.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE SOUTH FACE OF THE SOUTH WALL OF THE THEN EXISTING SUNLITE BAKERY BUILDING; THENCE ALONG THE SOUTHERLY LINE OF PARCEL 2 AS DESCRIBED IN SAID MEMORANDUM OF LEASE NORTH 86° 59' EAST 94.59 FEET; THENCE, ALONG THE BOUNDARIES OF THE EXISTING TRANSFORMER CAGE, SOUTH 3° 01' EAST 8.00 FEET, NORTH 86° 59' EAST 18.00 FEET AND NORTH 3° 01' WEST 8.00 FEET TO A POINT IN THE LAST MENTIONED PARALLEL LINE; THENCE, ALONG SAID PARALLEL LINE, NORTH 86° 59' EAST 18.00 FEET; THENCE, ALONG THE BOUNDARIES OF THE EXISTING EVAPORATOR, SOUTH 3° 01' EAST 13.90 FEET, NORTH 86° 59' EAST 10.00 FEET, AND NORTH 3° 01' WEST 13.90 FEET TO A POINT IN LAST MENTIONED PARALLEL LINE; THENCE, ALONG SAID PARALLEL LINE, NORTH 86° 59' EAST 94.60 FEET; THENCE, ALONG THE BOUNDARIES OF AN EXISTING SUMP, SOUTH 3° 01' EAST 1.00 FEET, NORTH 86° 59' EAST 6.00 FEET, AND NORTH 3° 01' WEST 1.00 FEET TO A POINT IN LAST MENTIONED PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE, NORTH 86° 59' EAST 132.09 FEET TO THE BACK OF THE EXISTING DRIVEWAY CURB; THENCE ALONG SAID BACK OF SAID EXISTING DRIVEWAY CURB; SOUTH 3° 01' EAST 16.12 FEET, AND EASTERLY ALONG A CURVE TO THE LEFT, TANGENT TO LAST DESCRIBED COURSE HAVING A RADIUS OF 7.50 FEET, A CENTRAL ANGLE OF 90° 00', AN ARC DISTANCE OF 11.78 FEET; THENCE NORTH 86° 59' EAST 40.22 FEET TO A POINT IN A LINE PARALLEL WITH AND DISTANT 10.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE WESTERLY LINE OF MONTGOMERY STREET; THENCE SOUTH 3° 01' 00" EAST ALONG THE WESTERLY LINE OF SOUTH MONTGOMERY STREET AS ESTABLISHED BY THE ABOVE REFERRED TO GRANT DEED TO THE CITY OF SAN JOSE A DISTANCE OF 108.54 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG A TANGENT CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 40 FEET THROUGH AN ANGLE OF 89° 59' 40" FOR AN ARC LENGTH OF 52.83 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

MEMORANDUM OF OPTION

OFFICIAL BUSINESS

Document entitled to free recording
per Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of San Jose
Attn: Richard Doyle, City Attorney
200 East Santa Clara Street
San Jose, CA 95113-1905

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MEMORANDUM OF OPTION

This Memorandum of Option (the "Memorandum") is made as of _____, 2014 (the "Effective Date"), by and between the City of San Jose ("City") and Athletics Investment Group LLC, a California limited liability company ("AIG"), who agree as follows:

1. Grant of Option. City grants to AIG the option ("Option") to purchase the real property described in Exhibit A (the "Option Property").
2. Term of Option. The initial term of the Option is four (4) years beginning on the Effective Date and terminating on the fourth anniversary of the Effective Date. AIG may extend the term of the Option by exercising up to three (3) one (1) year extension options, each in accordance with the Option Agreement (as hereinafter defined).
3. Option and Purchase and Sale Agreement. The Option is granted in accordance with the Option and Purchase and Sale Agreement and Escrow Instructions executed by and between City and AIG concerning the Option Property, dated _____, 2014 ("Option Agreement"). This Memorandum of Option is prepared for the purpose of recordation and shall not alter or affect in any way the rights and obligations of City and AIG under the Option Agreement. In the event of any inconsistency between this Memorandum and the Option Agreement, the terms of the Option Agreement shall control.

SIGNATURES APPEAR ON FOLLOWING PAGE]

<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>City Attorney</p>	<p><u>CITY:</u></p> <p>CITY OF SAN JOSE, a municipal corporation</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>
	<p><u>AIG:</u></p> <p>ATHLETICS INVESTMENT GROUP LLC, a California limited liability company</p> <p>By: _____</p> <p>Its: _____</p>

EXHIBIT A

Legal Description of Option Property

[TO BE ATTACHED]

EXHIBIT C

LIST OF ENVIRONMENTAL REPORTS

EXHIBIT D

DETERMINATION OF REZONED VALUE

The following procedure shall be used to determine the Rezoned Value of the Property in the event Buyer and Seller are unable to agree on the Rezoned Value as provided in Section B.5.iii.

Any appraiser designated to serve as provided in this Exhibit D shall be disinterested, shall be a licensed Real Estate Appraiser and a member of the American Institute of Real Estate Appraisers (or any successor association or body of comparable standing if such institute is not then in existence), and shall be familiar with commercial property values in metropolitan San Jose, California.

Seller shall designate the first appraiser (the "First Appraiser"), who shall prepare an appraisal ("Seller's Appraisal") of the Rezoned Value of the Property within thirty (30) days of such designation. Seller shall give Buyer written notice of Seller's Appraisal, together with a copy of such appraisal, and if Buyer does not agree with such Seller's Appraisal within ten (10) days of such notice, Buyer shall designate a second appraiser (the "Second Appraiser"), who shall prepare an appraisal of the Rezoned Value of the Property within thirty (30) days of such designation. Buyer shall give Seller written notice of the appraisal made by the Second Appraiser, together with a copy of such appraisal ("Buyer's Appraisal"), and if Seller does not agree with such Buyer's Appraisal within ten (10) days of such notice, the following shall apply.

If the difference between Seller's Appraisal and Buyer's Appraisal is ten percent (10%) or less, the two appraisals shall be averaged and the figure calculated shall be deemed to be the Rezoned Value. If the difference between the two appraisals exceeds ten percent (10%), the parties shall appoint a third appraiser (the "Third Appraiser") who shall be a competent and impartial person, which third appraiser shall be agreed upon by the parties within fifteen (15) days. If the parties do not so agree, then either party, on behalf of both, may request that such appointment be made by the presiding judge of the Superior Court for the County of Santa Clara or any successor court of original jurisdiction from a list of names then provided by the parties. If the parties shall fail to agree on a list of names, any person meeting the qualifications required by this Exhibit D may be appointed by such presiding judge.

The Third Appraiser shall prepare an appraisal of the Rezoned Value of the Property within thirty (30) days of such designation and provide a copy of such appraisal to each party. The Rezoned Value shall be determined by taking the average of the two appraisals of the three appraisals prepared in accordance within this Exhibit D which are closest in value; provided, however, that if the third appraisal is lower than the lowest of the first two appraisals or higher than the highest of the first two appraisals, it shall be disregarded and the Rezoned Value shall be determined by taking the average of the first two appraisals.

In the event of the failure, refusal or inability of any appraiser to act, a new appraiser shall be appointed in his or her stead, which appointment shall be made in the same manner as hereinbefore provided for the appointment of such appraiser so failing, refusing or being unable to act. Each party shall pay the fees and expenses of the appraiser they designate, or in whose stead, as above provided, such appraiser was appointed, and the fees and expenses of the Third Appraiser and all other expenses, if any, shall be borne equally by both parties.

EXHIBIT A to GRANT DEED

LEGAL DESCRIPTION

[TO BE ATTACHED]

EXHIBIT E
FORM OF GRANT DEED

Recording requested by and
when recorded mail to and
mail tax statements to:

Athletics Investment Group LLC
7000 Coliseum Way
Oakland, CA 94621
Attn: General Counsel

APN: _____

GRANT DEED

The undersigned Grantor(s) declare(s): DOCUMENTARY TRANSFER TAX
\$ _____; CITY TRANSFER TAX \$ _____; SURVEY
MONUMENT FEE \$ _____

[_____]
Signature of Declarant

[_____] computed on the consideration or full value of property conveyed; OR
[_____] computed on the consideration or full value less of liens and/or encumbrances
remaining at time of sale,
[_____] unincorporated area; [x] City of San Jose, and
[_____] Exempt from transfer tax. Reason: _____

Declarant's signature (must be signed if no transfer tax is being paid)

By this instrument, for valuable consideration, receipt of which is hereby
acknowledged, the CITY OF SAN JOSE ("Grantor") hereby grants to the ATHLETICS
INVESTMENT GROUP LLC, a California limited liability company, all that real property
situated in the City of San Jose, County of Santa Clara County, State of California as
more particularly described in Exhibit A attached hereto (~~Property~~).

The officers who sign this Deed on behalf of Grantor certify that this Deed and
transfer represented by this Deed were duly authorized by resolution of Grantor.

Executed on _____, 20__

GRANTOR

CITY OF SAN JOSE, a municipal corporation

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

City Attorney

[ADD NOTARIAL ACKNOWLEDGMENT]

EXHIBIT A to GRANT DEED

LEGAL DESCRIPTION

[TO BE ATTACHED]