

EXHIBIT L

Form of Block 5 Parking Structure Easement Agreement

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Gibson Dunn & Crutcher LLP
333 South Grand Avenue, 49th Floor
Los Angeles, California 90071
Attention: Amy R. Forbes, Esq.

MAIL CONFORMED COPY TO

Secretary
Successor Agency of the Former
Redevelopment Agency of the City of
Sunnyvale
456 W. Olive Avenue
Sunnyvale, California 94088

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

FORM OF EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this "Agreement") is made as of _____, 2016, by and between the Successor Agency to the Sunnyvale Redevelopment Agency, a public entity formed pursuant to California Health and Safety Code Sections 34170 et seq. ("Successor Agency") and STC Venture LLC, a Delaware limited liability company ("Developer") (each, a "Party" and collectively, the "Parties") with reference to the following facts:

WHEREAS, the Successor Agency owns that certain real property, identified as Lot 2 of Block 5 of Tract 9925 and more particularly described on Exhibit A attached hereto and incorporated herein (the "Property"), which is located within a mixed-use development bounded by Iowa Avenue, Mathilda Avenue, Washington Avenue, and Sunnyvale Avenue and commonly known as the Sunnyvale Town Center ("Sunnyvale Town Center"), all within the City of Sunnyvale ("City"), State of California;

WHEREAS, the Property is currently developed with a parking garage variously referred to as the Penney's Structure, the Existing Parking Structure and Parking Deck 5, and which, for purposes of this Easement Agreement, shall be known as the "Block 5 Parking Structure";

WHEREAS, the Property and other adjacent parcels within the Sunnyvale Town Center are subject to that certain Operation and Reciprocal Easement Agreement by and among Macy's Department Stores, Inc. ("Macy's"), an Ohio corporation, Target Corporation, a Minnesota corporation ("Target"), Downtown Sunnyvale Mixed Use, LLC, a Delaware limited liability company, and Developer's predecessor in interest ("Project Developer"), and the Sunnyvale Redevelopment Agency, a public body, corporate and politic ("Redevelopment Agency"),

recorded October 30, 2008, as Instrument No. 20033381; as supplemented, amended and assigned from time to time (the “OREA”);

WHEREAS, the Property is subject to that certain Operation and Maintenance Agreement dated April 13, 2000 by and between the City and Project Developer’s predecessor in interest, as amended from time to time (“OMA”), which provides for the ongoing repair, maintenance and operation of the Block 5 Parking Structure, and requires that the Block 5 Parking Structure be used to provide parking on a non-exclusive basis for members of the general public and subject to other conditions set forth in the OMA;

WHEREAS, Section 2.01 of the OREA provides that each of the Successor Agency (as successor the Redevelopment Agency), Developer (as successor to the Project Developer), and Target established reciprocal non-exclusive parking easements over each of their respectively owned parcels for the benefit of all parcels within the Sunnyvale Town Center, subject to the terms and conditions set forth in the OREA;

WHEREAS, concurrent with this Agreement the Parties are entering into a Modified and Restated Amended Disposition and Development and Owner Participation Agreement (“2016 MRADDOPA”) in order to reduce liabilities to the taxing entities and provide for the continuation and successful completion of development of the Sunnyvale Town Center for new retail, residential and office uses, which development will provide significant benefits to the City and the taxing entities including substantial increases in the assessed valuation of the Project resulting in increased property tax revenues benefiting the taxing entities;

WHEREAS, as acknowledged in the 2016 MRADDOPA, securing permanent parking rights in, on, over and under the Property for the benefit of parcels within the Sunnyvale Town Center (as more particularly described on Exhibit B attached hereto and incorporated herein), including without limitation, Building T within Block 5 of Tract 9925 (“Block 5 Projects”) and the office buildings located along Mathilda Avenue, is critical to achieving the completion and economic success of the Sunnyvale Town Center, for the benefit of the public, taxing entities, the City and the Developer; and

WHEREAS, the Parties acknowledge that the Block 5 Parking Structure does not currently meet all current health and safety requirements and that, therefore, additional construction work and maintenance will likely be required before the Block 5 Parking Structure can be used for public parking purposes;

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

1. Easements.

(a) The Successor Agency hereby grants and conveys to the Developer, and to each of its affiliates, successors and assigns, invitees, guests, licensees, agents, representatives, employees, residents, guests, tenants, occupants, and vendors (including, without limitation, the tenants, lessees, occupants and vendors of the Block 5 Projects **and the other parcels set forth in Exhibit B**), a non-exclusive, irrevocable, easement appurtenant, in, on, over and under the Property for parking purposes and for vehicular and pedestrian ingress and egress related to the

parking purposes provided by this Agreement, for the benefit of the Block 5 Projects as well as the other parcels set forth in Exhibit B within the Sunnyvale Town Center and for public parking purposes generally, subject to the conditions set forth below.

(b) During the term of this Agreement, Developer, at Developer's sole cost and expense, shall cause the Block 5 Parking Structure to be operated, repaired and maintained in good order, condition and repair, consistent with the requirements of the OMA and the OREA, as each may be amended or superseded by mutual agreement of the Parties from time to time. If the Developer is different from the Operator designated pursuant to the OMA, the Operator under the OMA shall be solely responsible for the operation, repair and maintenance obligations set forth in this section 1(b). The Successor Agency hereby grants and conveys to the Developer (and the Operator under the OMA) a non-exclusive easement appurtenant, in, on, over, under and across the Property for the purpose of operating, maintaining, repairing, replacing and/or otherwise accessing the Block 5 Parking Structure (and/or any replacement structures), it being understood and agreed nothing contained herein shall be construed or deemed an affirmative obligation on the part of the Successor Agency or the Developer to construct, reconstruct or cause to be constructed or reconstructed the Block 5 Parking Structure in excess of, or different than, the requirements of the OMA and the OREA, as each may be amended or superseded by mutual agreement of the Parties from time to time.

2. Relocation/Modification; Blockage. Notwithstanding anything to the contrary contained herein, this Agreement shall not be construed as preventing the Developer and its successors and assigns, from maintaining, redesigning or reconstructing the Block 5 Parking Structure and all other improvements on the Property from time to time ("Construction Work"), and restricting the easement rights granted by Section 1 above to the extent reasonably necessary or helpful to implement such Construction Work so long as vehicular and pedestrian ingress and egress are available after such Construction Work is completed. Any reconstruction or modification of the Block 5 Parking Structure shall be subject to the approval of the Successor Agency and the City prior to the Successor Agency's dissolution and after the dissolution of the Successor Agency subject to the approval of the City, which approvals shall not be unreasonably withheld.

3. Conditions. Developer and/or the operator of the Block 5 Parking Structure (as it may be replaced, reconstructed or otherwise modified from time to time) may impose conditions, regulations and terms for use of the facilities (including, without limitation, time limits), to the extent such conditions, regulations and terms are not otherwise prohibited by the OREA and the OMA. Developer shall provide to the Successor Agency or the City in the event the Successor Agency has dissolved for its approval or disapproval any such conditions, regulations and terms for the use of the facilities at least thirty (30) days prior to implementing any such conditions, regulations or terms. The Successor Agency or the City in the event the Successor Agency has dissolved shall either reasonably approve or disapprove the conditions, regulations and terms within thirty (30) days of receipt.

4. Condition of Property. The Successor Agency is making no representations to the Developer as to the condition of the Property and its suitability for the uses for which this easement is granted. Developer is taking the Property as granted in this Easement in "AS IS" condition without representation or warranty.

5. **Term.** The term of this Agreement shall continue for a period of ninety-nine (99) years from the date hereof unless the Agreement is modified, amended or terminated in accordance with the terms herein. Following expiration of the OMA pursuant to Section 2 of the OMA, Developer may terminate this Agreement by provision of not less than sixty (60) days' written notice to the Successor Agency.

6. **Insurance Requirements.** Nothing herein shall abrogate the Developer's obligations to provide insurance covering the Property as required in the OMA and the OREA, or limit or waive the Developer's indemnification obligations under the OMA.

7. **Notices.** All notices required or permitted to be or delivered hereunder or in connection with the transactions contemplated hereby shall be in writing and shall be served on the parties at the following address:

Successor Agency: Successor Agency to the Sunnyvale Redevelopment Agency
456 W. Olive Avenue
Sunnyvale, California 94088
Attn: Executive Director
Telephone: 408-730-7480
Facsimile: 408-730-7699

With a copy to: Goldfarb & Lipman LLP
1300 Clay Street, Eleventh Floor
Oakland, California 94612
Attn: Karen Tiedemann, Esq.
Facsimile No.:
E-Mail: ktiedemann@goldfarbblipman.com

With a copy to: City of Sunnyvale
456 W. Olive Avenue
Sunnyvale, California 94088
Attn: City Manager

Developer: Sunnyvale Acquisition LLC
c/o J.P. Morgan Investment Management Inc.
2029 Century Park East, Suite 4150
Los Angeles, California 90067
Attention: Morgan M. Lingle

With a copy to: Sunnyvale Acquisition LLC
c/o J.P. Morgan Investment Management Inc.
2029 Century Park East, Suite 4150
Los Angeles, California 90067
Attention: Lauren Graham

With a copy to: Sunnyvale Acquisition LLC
c/o J.P. Morgan Investment Management Inc.
2029 Century Park East, Suite 4150
Los Angeles, California 90067
Attention: David Ridley

With a copy to: Hunter/Storm, LLC
10121 Miller Avenue, Suite 200
Cupertino, California 95014
Attention: Derek K. Hunter, Jr.
Telephone: 408-255-4100

With a copy to: Hunter/Storm, LLC
10121 Miller Avenue, Suite 200
Cupertino, California 95014
Attention: Curtis Leigh
Telephone: 408-255-4100

With a copy to: Sares Regis Group of Northern California, LLC
901 Mariners Island Boulevard, Suite 700
San Mateo, California 94404
Attention: Mark R. Kroll
Telephone: 650-377-5702

With a copy to: Sares Regis Group of Northern California, LLC
901 Mariners Island Boulevard, Suite 700
San Mateo, California 94404
Attention: Lauren Boro
Telephone: 650-377-5722

With a copy to: Gibson, Dunn & Crutcher LLP
333 South Grand Avenue, Suite 4900
Los Angeles, California 90071
Attention: Amy R. Forbes, Esq.
Telephone: 213-229-7151
Facsimile: 213-229-6151

Any such notices shall be sent by (a) a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such courier, or (b) facsimile or e-mail transmission, in which case notice shall be deemed delivered upon electronic verification that transmission to recipient was completed. The above addresses and facsimile numbers may be changed by written notice to the other party; provided that no notice of a change of address or facsimile number shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

8. **Amendments.** Except as expressly set forth herein, this Agreement shall remain unmodified and in full force and effect and cannot be amended, modified or supplemented except by written consent of the Parties (or their respective successors or assigns).

9. **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement, or affecting the validity or enforceability of any of the terms or provisions of this Agreement.

10. **Counterparts.** This Agreement may be executed in one or more counterparts, with the same force and effect as though all the parties executing such counterparts had executed but one instrument. Signature and/or acknowledgment pages may be detached from such counterparts and attached to this Agreement to physically form one legally effective document for recording purposes.

11. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law rules.

12. **Existing Easement Agreement.** The parties hereto acknowledge that the OREA continues in effect and that this Agreement is intended to be consistent with the provisions of the OREA. Notwithstanding the foregoing, in the event of any inconsistency between the terms of the OREA and the terms of this Agreement, the terms of this Agreement shall govern and control in all respects.

13. **No Agency.** Nothing in this Agreement creates the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

14. **Estoppel Certificates.** Each party hereto upon the written request of the other party covenants to execute, acknowledge and deliver, without charge and within fifteen (15) days following such request, an estoppel certificate certifying that this Agreement is in full force and effect and that the other party is not in default hereunder (or stating such default(s), if any are claimed), and setting forth such other information as may reasonably be requested and is true and correct.

15. **Subordinate Documentation.** Nothing contained herein prohibits the recording by either party of additional easements, covenants, conditions or restrictions applicable to such party's property only, so long as the same are subordinate to and not conflict with this Agreement.

16. **Further Assurances.** The parties hereto shall execute all further instruments and perform such further acts which are or may become reasonably necessary to effectuate and to carry out the purposes contemplated by this Agreement.

17. **Agreement Runs with the Land.** This Agreement shall be binding upon the parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by

operation of law or in any manner whatsoever. All of the provisions of this Agreement shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California, and the burdens and benefits shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors (by merger, consolidation, or otherwise), assigns, devisees, administrators, representatives, and lessees. Notwithstanding the foregoing, the power to terminate this Agreement pursuant to Section 5 of this agreement (“Power of Termination”) shall be held by the Developer as defined in the opening paragraph of this Agreement or such entity as Developer shall assign such Power of Termination to; provided, however, if Developer or a Developer’s Affiliate (as defined in the 2016 MRADDOPA) no longer holds any ownership interest in the Benefitted Parcels set forth in Exhibit B and the Developer or a Developer’s Affiliate has not assigned the Termination Rights to a specified entity, the Power of Termination shall be held by the owner of Lot 1 of Block 5 of Tract 9925 filed for record in the Office of the Recorder of the County of Santa Clara, California on October 1, 2007 in Book 818 of Maps at Pages 45 through 55, inclusive.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date and year first written above.

SUCCESSOR AGENCY TO THE
SUNNYVALE REDEVELOPMENT
AGENCY, a Public Body, Corporate and
Politic

By: _____
Deanna J. Santana, Executive Director

APPROVED AS TO FORM

By: _____

John A. Nagel

Successor Agency Attorney

[SIGNATURES CONTINUE ON NEXT PAGE]

DEVELOPER:

“DEVELOPER”

STC VENTURE LLC,
a Delaware limited liability company

By: _____

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

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, 2016, before me, _____, a Notary Public, 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 the Property

Real Property in the City of Sunnyvale, County of Santa Clara, State of California, described as follows:

Lot 2, Block 5, as said lot and block are shown on the Map of Tract 9925, filed for record in the Office of the Recorder of the County of Santa Clara, California on October 1, 2007 in Book 818 of Maps at Page 45-55, inclusive.

Exhibit B

Legal Description of the Benefitted Parcels

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

PARCEL ONE:

Lot 1, Block 1; Lots 1, 2, 5 and 7, Block 2; Lot 1, Block 5; Lots 2, 3, and 4, Block 6, as said lots and blocks are shown on the Map of Tract No. 9925, filed for record in the Office of the Recorder of the County of Santa Clara, California on October 1, 2007 in Book 818 of Maps at Pages 45 through 55, inclusive.

PARCEL TWO:

Lot 1, Block 6, as said lots and blocks are shown on the Map of Tract No. 9925, filed for record in the Office of the Recorder of the County of Santa Clara, California on October 1, 2007 in Book 818 of Maps at Pages 45 through 55, inclusive.

PARCEL THREE:

Unit 2, as shown on the Condominium Plan entitled "Condominium Plan for Lot 1, Tract 10007 Sunnyvale Town Center", recorded on October 30, 2008 as Document No. 20033370 of the Santa Clara County Official Records (the "Condominium Plan"), and as further described in the "Commercial Condominium Declaration of Covenants, Restrictions and Easements for Lot 1, Tract No. 10007 of the Sunnyvale Town Center" (the "Declaration"), recorded on October 30, 2008, as Document No. 20033371 in the Santa Clara County Official Records.

PARCEL FOUR:

Being all of Lot 1, Block 3, as shown on Map of Tract No. 9925 entitled "Sunnyvale Town Center", filed October 1, 2007 in Book 818 of Maps at Pages 45 through 55 inclusive, records of Santa Clara County, and a portion of Parcel 6, as shown on that certain Parcel Map, filed July 3, 1978 in Book 421 of Maps at:

Pages 46 and 47, Records of said County, more particularly described as follows: Beginning at the Northeast corner of said Parcel 6, said corner being also a point of the

Southwesterly line of Washington Avenue, as shown on said Parcel Map (421 M 46-47);
Thence leaving said corner and along the Southwesterly line of said Washington
Avenue, North 75° 07' 24" West, 44.43 feet;

Thence leaving said Southwesterly line, and parallel with the Southeasterly line of said
Parcel 6,

South 14° 52' 00" West, 281.14 feet to a point on the Southwesterly line of said Parcel
6;

Thence along said Southwesterly line of said Parcel 6, North 75° 08' 00" West, 325.52
feet;

Thence leaving said Southwesterly line, the following Three (3) courses:

1. North 14° 52' 00" East, 40.87 feet;

2. North 75° 08' 00" West, 38.65 feet;

3. Parallel with the Northwesterly line of said Parcel 6, North 14° 52' 00" East, 240.33
feet to

said Southwesterly line of Washington Avenue:

Thence along the general Southwesterly line of said Washington Avenue, the following
three (3)

courses:

1. North 75° 07' 24" West, 15.41 feet;

2. South 14° 52' 00" West, 15.00 feet;

3. North 75° 07' 24" West, 125.55 feet to a point on the Southeasterly line of Taaffe
Street, as

shown on said Map of Tract No. 9925, said point being also the beginning of a non-
tangent

curve, concave to the Southeast, having a radius of 29.50 feet, from which a radial line
bears

South 57° 21' 36" East;

Thence leaving said point and along the general Southeasterly line of Taaffe Street, the
following

twenty-one (21) courses;

1. Southwesterly, along said curve, through a central angle of 21° 14' 53" and an arc
length of

10.94 feet to the beginning of a compound curve, concave to the East, having a radius
of 286.50

feet;

2. Southeasterly, along said curve, through a central angle of 18° 03' 33" and an arc
length of

90.30 feet to the beginning of a reverse curve, concave to the West, having a radius of
1163.50

feet;

3. Southerly and Southwesterly, along said curve, through a central angle of $09^{\circ} 04' 54''$ and an arc length of 184.42 feet to the beginning of a reverse curve, concave to the Northeast, having a radius of 4.50 feet;

4. Southeasterly, along said curve, through a central angle of $44^{\circ} 21' 18''$ and an arc length of 3.48 feet;

5. South $41^{\circ} 56' 26''$ East 11.52 feet to the beginning of a curve to the right, having a radius of 5.50 feet;

6. Southeasterly, along said curve, through a central angle of $45^{\circ} 06' 05''$ and an arc length of 4.33 feet to the beginning of a compound curve, concave to the West, having a radius of 1174.50 feet;

7. Southerly and Southwesterly, along said curve, through a central angle of $02^{\circ} 08' 23''$ and an arc length of 43.86 feet to the beginning of a compound curve, concave to the Northwest, having a radius of 5.50 feet;

8. Southwesterly, along said curve, through a central angle of $45^{\circ} 06' 05''$ and an arc length of 4.33 feet;

9. South $50^{\circ} 24' 07''$ West, 11.52 feet to the beginning of a curve to the left, having a radius of 4.50 feet;

10. Southwesterly, along said curve, through a central angle of $44^{\circ} 21' 18''$ and an arc length of 3.48 feet to the beginning of a reverse curve, concave to the West, having a radius of 1163.50 feet;

11. Southwesterly, along said curve, through a central angle of $01^{\circ} 58' 46''$ and an arc length of 40.20 feet to the beginning of a reverse curve, concave to the Northeast, having a radius of 4.50

feet;

12. Southeasterly, along said curve, through a central angle of $44^{\circ} 21' 18''$ and an arc length of 3.48 feet;

13. South $36^{\circ} 19' 43''$ East, 11.52 feet to the beginning of a curve to the right, having a radius of 5.50 feet;

14. Southeasterly, along said curve, through a central angle of $45^{\circ} 06' 05''$ and an arc length of 4.33 feet to the beginning of a compound curve, concave to the Northwest, having a radius of 1174.50 feet;

15. Southwesterly, along said curve, through a central angle of $05^{\circ} 23' 15''$ and an arc length of 110.44 feet to the beginning of a compound curve, concave to the Northwest, having a radius of 5.50 feet;

16. Southwesterly, along said curve, through a central angle of $45^{\circ} 06' 06''$ and an arc length of 4.33 feet;

17. South $59^{\circ} 15' 43''$ west, 11.52 feet to the beginning of a curve to the left, having a radius of 4.50 feet;

18. Southwesterly, along said curve, through a central angle of $44^{\circ} 20' 10''$ and an arc length of 3.48 feet;

19. South $14^{\circ} 55' 33''$ West, 31.93 feet to the beginning of a curve to the left, having a radius of 89.50 feet;

20. Southwesterly, along said curve, through a central angle of $12^{\circ} 44' 06''$ and an arc length of 19.89 feet to the beginning of a compound curve, concave to the Northeast, having a radius of 29.50 feet;

21. Southeasterly, along said curve, through a central angle of $77^{\circ} 19' 22''$ and an arc length of

39.81 feet to a point on the Northeasterly line of McKinley Avenue, as shown on said Map of Tract No. 9925;

Thence along said Northeasterly line of McKinley Avenue, the following three (3) courses:

1. South $75^{\circ} 07' 55''$ East, 345.65 feet to the beginning of a curve to the left, having a radius of 149.50 feet;

2. Northeasterly, along said curve, through a central angle of $10^{\circ} 47' 42''$ and an arc length of 28.17 feet to the beginning of a compound curve, concave to the Northwest, having a radius of 29.50 feet;

3. Northeasterly, along said curve, through a central angle of $58^{\circ} 38' 27''$ and an arc length of 30.19 feet to a point on the Northwesterly line of Murphy Avenue, as shown on said Map of Tract No. 9925 and being the beginning of a compound curve, concave to the Northwest having a radius of 1953.50 feet;

Thence along said Northwesterly line of Murphy Avenue, the following thirteen (13) courses:

1. Northeasterly, along said curve, through a central angle of $01^{\circ} 50' 40''$ and an arc length of 62.89 feet to the beginning of a compound curve, concave to the Southwest, having a radius of 4.50 feet;

2. Northwesterly, along said curve, through a central angle of $60^{\circ} 18' 29''$ and an arc length of 4.74 feet;

3. North $26^{\circ} 43' 13''$ West, 6.90 feet to the beginning of a curve to the right, having a radius of 5.50 feet;

4. Northerly and Northeasterly, along said curve, through a central angle of $59^{\circ} 47' 08''$ and an arc length of 5.76 feet to the beginning a reverse curve, concave to the Northwest, having a radius of 1942.50 feet;

5. Northeasterly, along said curve, through a central angle of $03^{\circ} 14' 29''$ and an arc length of 109.89 feet to the beginning of a reverse curve, concave to the Southeast, having a radius of 5.50 feet;
6. Northeasterly, along said curve, through a central angle of $56^{\circ} 56' 09''$ and an arc length of 5.47 feet;
7. North $86^{\circ} 55' 35''$ East, 7.65 feet to the beginning of a curve to the left, having a radius of 4.50 feet;
8. Northeasterly, along said curve, through a central angle of $57^{\circ} 18' 18''$ and an arc length of 4.50 feet to the beginning of a compound curve, concave to the Northwest, having a radius of 1953.50 feet;
9. Northeasterly, along said curve, through a central angle of $02^{\circ} 35' 04''$ and an arc length of 88.12 feet to the beginning of a compound curve, concave to the Northwest, having a radius of 486.50 feet;
10. Northeasterly, along said curve, through a central angle of $12^{\circ} 10' 01''$ and an arc length of 103.31 feet;
11. North $14^{\circ} 52' 12''$ East, 159.80 feet to the beginning of a curve to the left, having a radius of 181.50 feet;
12. Northeasterly, along said curve, through a central angle of $12^{\circ} 55' 16''$ and an arc length of 40.93 feet to the beginning of a non-tangent curve, concave to the Southwest, having a radius of 29.50 feet, from which a radial line bears North $87^{\circ} 53' 52''$ West;
13. Northwesterly, along said curve, through a central angle of $32^{\circ} 36' 45''$ and an arc length of 16.79 feet to a point on the Southwesterly line of Washington Avenue:

Thence leaving said point and along said general Southwesterly line of said Washington Avenue,
the following two (2) courses:

1. North 75° 07' 24" West, 55.35 feet;

2. North 14° 52' 00" East, 3.00 feet to the Point of Beginning.

Being the same parcel shown as Adjusted Parcel B on the Certificate of Compliance (Lott Line Adjustment) recorded October 30, 2008 as Instrument No. 20033369.

PARCEL FIVE:

Lot 2, as shown on the Map of Tract 10007 filed for record in the Office of the Recorder of the County of Santa Clara, California on October 29, 2008, in Book 828 of Maps at Pages 15 and 16.

PARCEL SIX:

Units A, B-1 and B-2, as shown on the Condominium Plan entitled "Condominium Plan, Building D, Lot 3, Block 2 - Tract No. 9925, Sunnyvale Town Center, 818 Map 45-55", recorded

on January 9, 2009 as Document No. 20087685 of the Santa Clara County Official Records (the

"Building D Condominium Plan"), and as further described in the "Declaration of Covenants,

Restrictions and Easements for Building D, Lot 3, Block 2 of the Sunnyvale Town Center" (the

"Building D Declaration"), recorded January 9, 2009 as Document No. 20087688, Official

Records.

PARCEL SIX - A:

An undivided tenancy-in-common interest in the building common area as described in the

"Building D Condominium Plan" and the "Building D Declaration".

PARCEL SIX - B:

All easements and rights stated as granted as an appurtenance to Units A, B-1 and B-2 including,

without limitation non-exclusive easements for the use and enjoyment of the Joint Use Elements

granted as an appurtenance to said units, all as stated and provided in the "Building D Declaration".

PARCEL SEVEN:

Units A, B-1 and B-2, as shown on the Condominium Plan entitled "Condominium Plan,

Building E, Lot 6, Block 2 - Tract No. 9925, Sunnyvale Town Center, 818 Map 45-55", recorded on January 9, 2009 as Document No. 20087686 of the Santa Clara County Official Records (the "Building E Condominium Plan") and as further described in the "Declaration of Covenants, Restrictions and Easements for Building E, Lot 6, Block 2 of the Sunnyvale Town Center" (the "Building E Declaration"), recorded January 9, 2009 as Document No. 20087689, Official Records.

PARCEL SEVEN - A:

An undivided tenancy-in-common interest in the building common area as described in the "Building E Condominium Plan" and the "Building E Declaration".

PARCEL SEVEN - B:

All easements and rights stated as granted as an appurtenance to Units A, B-1 and B-2 including, without limitation non-exclusive easements for the use and enjoyment of the Joint Use Elements granted as an appurtenance to said units, all as stated and provided in the "Building E Declaration".

PARCEL EIGHT:

Units A, B-1 and B-2, as shown on the Condominium Plan entitled "Condominium Plan, Building F, Lot 2, Block 1 - Tract No. 9925, Sunnyvale Town Center, 818 Map 45-55", recorded on January 9, 2009 as Document No. 20087687 of the Santa Clara County Official Records (the "Building F Condominium Plan") and as further described in the "Declaration of Covenants, Restrictions and Easements for Building F, Lot 2, Block 1 of the Sunnyvale Town Center" (the "Building F Declaration"), recorded January 9, 2009 as Document No. 20087690, Official Records.

PARCEL EIGHT - A:

An undivided tenancy-in-common interest in the building common area as described in the "Building F Condominium Plan" and the "Building F Declaration".

PARCEL EIGHT - B:

All easements and rights stated as granted as an appurtenance to Units A, B-1 and B-2 including, without limitation non-exclusive easements for the use and enjoyment of the Joint Use Elements granted as an appurtenance to said units, all as stated and provided in the "Building F Declaration".

PARCEL NINE:

Unit C, as shown on the Condominium Plan entitled "Condominium Plan, Building D, Lot 3, Block 2 - Tract No. 9925, Sunnyvale Town Center, 818 Map 45-55", recorded on January 9, 2009 as Document No. 20087685 of the Santa Clara County Official Records (the "Building D Condominium Plan"), and as further described in the "Declaration of Covenants, Restrictions and Easements for Building D, Lot 3, Block 2 of the Sunnyvale Town Center" (the "Building D Declaration"), recorded January 9, 2009 as Document No. 20087688, Official Records.

PARCEL NINE - A:

An undivided tenancy-in-common interest in the building common area as described in the "Building D Condominium Plan" and the "Building D Declaration".

PARCEL NINE - B:

Exclusive Easements for the use and enjoyment of the Exclusive Use Elements that are designated on the "Condominium Plan", which are granted as an appurtenance to Unit C as stated and provided in the "Building D Declaration".

PARCEL NINE - C:

All easements and rights stated as granted as an appurtenance to Unit C, including, without limitation non-exclusive easements for the use and enjoyment of the Joint Use Elements granted as an appurtenance to Unit C, all as stated and provided in the "Building D Declaration".

PARCEL TEN:

Unit C, as shown on the Condominium Plan entitled "Condominium Plan, Building E, Lot 6, Block 2 - Tract No. 9925, Sunnyvale Town Center, 818 Map 45-55", recorded on January 9, 2009 as Document No. 20087686 of the Santa Clara County Official Records (the "Building E

Condominium Plan”) and as further described in the “Declaration of Covenants, Restrictions and Easements for Building E, Lot 6, Block 2 of the Sunnyvale Town Center” (the “Building E Declaration”), recorded January 9, 2009 as Document No. 20087689, Official Records.

PARCEL TEN - A:

An undivided tenancy-in-common interest in the building common area as described in the “Building E Condominium Plan” and the “Building E Declaration”.

PARCEL TEN - B:

Exclusive Easements for the use and enjoyment of the Exclusive Use Elements that are designated on the “Condominium Plan”, which are granted as an appurtenance to Unit C as stated and provided in the “Building E Declaration”.

PARCEL TEN - C:

All easements and rights stated as granted as an appurtenance to Unit C, including, without limitation non-exclusive easements for the use and enjoyment of the Joint Use Elements granted as an appurtenance to Unit C, all as stated and provided in the “Building E Declaration”.

PARCEL ELEVEN:

Unit C, as shown on the Condominium Plan entitled “Condominium Plan, Building F, Lot 2, Block 1 - Tract No. 9925, Sunnyvale Town Center, 818 Map 45-55”, recorded on January 9, 2009 as Document No. 20087687 of the Santa Clara County Official Records (the “Building F Condominium Plan”) and as further described in the “Declaration of Covenants, Restrictions and Easements for Building F, Lot 2, Block 1 of the Sunnyvale Town Center” (the “Building F Declaration”), recorded January 9, 2009 as Document No. 20087690, Official Records.

PARCEL ELEVEN - A:

An undivided tenancy-in-common interest in the building common area as described in the “Building E Condominium Plan” and the “Building F Declaration”.

PARCEL ELEVEN - B:

Exclusive Easements for the use and enjoyment of the Exclusive Use Elements that are designated on the “Condominium Plan”, which are granted as an appurtenance to Unit C as stated and provided in the “Building F Declaration”.

PARCEL ELEVEN - C:

All easements and rights stated as granted as an appurtenance to Unit C, including, without limitation non-exclusive easements for the use and enjoyment of the Joint Use Elements granted as an appurtenance to Unit C, all as stated and provided in the "Building F Declaration".

PARCEL TWELVE:

Lot 4, Block 1, as shown on the Map of Tract No. 9925, filed for record in the Office of the Recorder of the County of Santa Clara, California on October 1, 2007 in Book 818 of Maps at Pages 45 through 55, inclusive.

PARCEL THIRTEEN:

Lot 3, block 5, as shown on the Map of Tract No. 9925, filed for record in the Office of the Recorder of the County of Santa Clara, California on October 1, 2007 in Book 818 of Maps at Pages 45 through 55, inclusive.