



RECORDING REQUESTED BY

City and County of San Francisco
Joaquin Torres, Assessor-Recorder

AND WHEN RECORDED MAIL TO

First American Title Insurance Company
9255 Town Center Drive
Suite 200
San Diego, CA 92121

Doc #	2024078242	Fees	\$53.00
10/15/2024	8:27:34 AM	Taxes	\$0.00
ES	Electronic	Other	\$0.00
Pages	13 Title 219	SB2 Fees	\$225.00
Customer	2288	Paid	\$278.00

Space above this line for recorder's use only

Trustee Sale No. 1187943 Loan No. Title Order No.
APN/Block 3705 Lots 050, 052, 055, 056, 042 TRA No.

NOTICE OF TRUSTEE'S SALE UNIFIED SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 07/11/2016. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 11/14/2024 at 01:30PM, First American Title Insurance Company as the duly appointed Trustee under and pursuant to Deed of Trust recorded on July 11, 2016 as Document Number 2016-K284870-00 of official records in the Office of the Recorder of San Francisco County, California, executed by: S.F. Centre Limited Partnership, a Delaware limited partnership, and Emporium Mall LLC, a Delaware limited liability company, as Trustor, Deutsche Bank AG, New York Branch and JPMorgan Chase Bank, National Association, as Beneficiary, WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (payable at time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state). At: Outside Memorial Court Gates by Van Ness Avenue between 301 and 401 Van Ness Ave., San Francisco, CA, all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County, California, describing the real and personal property therein:

See Exhibit "A" attached hereto and incorporated by reference herein for real property; and

See Exhibit "B" attached hereto and incorporated by reference herein for personal property, fixtures and other property.

The beneficiary under the Deed of trust has the right, but not the obligation, to have the Trustee sell the property, or portion thereof, described in Exhibit "A" and Exhibit "B" attached hereto, in a unified sale as provided in subparagraph (B) of paragraph (1) of subdivision (a) of Section 9604 of the California Commercial Code.

The property heretofore described is being sold "as is". The street address and other common designation, if any, of the real property described above is purported to be: 835-845 Market Street & 865 Market Street, San Francisco, CA 94103.

Trustee Sale No. 1187943

Loan No.

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APN Block 3705 Lots 050, 052, 055, 056, 042

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) and other loan documents secured by said Deed of Trust, with interest thereon, as provided in said note(s) and other loan documents, advances, if any, under the terms of the Deed of Trust and other loan documents, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust and other loan documents, to-wit: \$625,618,698.37 (Estimated)

Accrued interest and additional advances, if any, will increase this figure prior to sale.

The beneficiary under said Deed of Trust heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and the Trustee under said Deed of Trust executed and recorded a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located and more than three months have elapsed since such recordation.

NOTICE TO POTENTIAL BIDDERS: If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property.

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NOTICE TO PROPERTY OWNER: The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may visit the website below using the file number assigned to this case. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale.

For information on sale dates please visit our website at:

<https://foreclosure.firstam.com/#/foreclosure>

DATE: 10/14/24

First American Title Insurance Company
9255 Town Center Drive
Suite 200
San Diego, CA 92121
(858) 410-2158



David Z. Bark, Foreclosure Trustee

Exhibit "A"

EMPORIUM MALL

PARCEL ONE:

PARCELS O, R(A) AND R(B), AS SHOWN AND DELINEATED UPON THAT CERTAIN MAP ENTITLED, "PARCEL MAP, BEING A MERGER AND SUBDIVISION OF AIRSPACE OF LANDS DESCRIBED IN VESTING DEEDS H429 O.R. 73, H652 O.R. 183, 1503 O.R. 427, 1503 O.R. 428 AND 1503 O.R. 429, ALSO BEING A MERGER AND SUBDIVISION OF AIRSPACE OF LOTS 9, 10, 12, 13, 14, 15, 17, 18, 33, 38 & 43 AND FORMER JESSIE STREET, BEING A PORTION OF ASSESSOR'S BLOCK 3705, ALSO BEING A PORTION OF 100 VARA BLOCK NO. 371, SAN FRANCISCO, CALIFORNIA", RECORDED OCTOBER 29, 2003, IN BOOK 45 OF PARCEL MAPS, PAGES 170 THROUGH 181, INCLUSIVE, OFFICE OF THE RECORDER, CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA.

PARCEL TWO:

THOSE CERTAIN EASEMENTS CREATED IN THAT CERTAIN DOCUMENT ENTITLED "DECLARATION OF EASEMENT AND OPERATING AGREEMENT", BY AND BETWEEN BLOOMINGDALE'S INC., AN OHIO CORPORATION AND EMPORIUM DEVELOPMENT, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, DATED OCTOBER 29, 2003, AND RECORDED ON OCTOBER 29, 2003, IN BOOK 1503, AT PAGE 436, INSTRUMENT NO. H574622, OFFICIAL RECORDS.

PARCEL THREE:

A NON-EXCLUSIVE EASEMENT, AS GRANTED IN THAT CERTAIN MUTUAL ACCESS AGREEMENT, EXECUTED BY AND BETWEEN S.F. SHOPPING CENTRE ASSOCIATES, L.P., A DELAWARE LIMITED PARTNERSHIP TO EMPORIUM DEVELOPMENT, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY RECORDED OCTOBER 29, 2003, IN BOOK 1503, AT PAGE 443, SERIES NO. H574629, OVER A PORTION OF THE FOLLOWING DESCRIBED PROPERTY, AS SET FORTH THEREIN:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF MARKET STREET WITH THE NORTHEASTERLY LINE OF FIFTH STREET; RUNNING THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF FIFTH STREET, 275 FEET TO A POINT DISTANT THEREON 75 FEET NORTHWESTERLY FROM THE NORTHWESTERLY LINE OF JESSIE STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY AND PARALLEL WITH SAID NORTHWESTERLY LINE OF JESSIE STREET 275 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 275 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF MARKET STREET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY ALONG LAST NAMED LINE 275 FEET TO THE POINT OF BEGINNING.

BEING LOT NO. 128 IN ONE HUNDRED VARA BLOCK NO. 371

SAID AGREEMENT WAS ASSIGNED BY AN UNRECORDED DOCUMENT ENTITLED "ASSIGNMENT OF MUTUAL ACCESS AGREEMENT" DATED DECEMBER 28, 2006, BY AND BETWEEN EMPORIUM DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY (ASSIGNOR) AND EMPORIUM MALL LLC, A DELAWARE LIMITED LIABILITY COMPANY (ASSIGNEE).

SAN FRANCISCO SHOPPING CENTRE:

LEASEHOLD INTEREST IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

PARCEL ONE:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF MARKET STREET WITH THE NORTHEASTERLY LINE OF FIFTH STREET; RUNNING THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF FIFTH STREET, 275 FEET TO A POINT DISTANT THEREON 75 FEET NORTHWESTERLY FROM THE NORTHWESTERLY LINE OF JESSIE STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY AND PARALLEL WITH SAID NORTHWESTERLY LINE OF JESSIE STREET, 275 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY, 275 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF MARKET STREET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY ALONG LAST NAMED LINE, 275 FEET TO THE POINT OF BEGINNING.

BEING LOT NO. 128 IN ONE HUNDRED VARA BLOCK NO. 371.

PARCEL TWO:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS AND EGRESS OVER THE AREAS AS DESCRIBED IN EXHIBIT "C" OF THE MUTUAL ACCESS AGREEMENT, EXECUTED BY S.F. SHOPPING CENTRE ASSOCIATES, L.P., A DELAWARE LIMITED PARTNERSHIP, AND EMPORIUM DEVELOPMENT, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, RECORDED OCTOBER 29, 2003, IN REEL 1503, AT IMAGE 443, SERIES NO. 2003-H574629-00, OFFICIAL RECORDS.

Exhibit A-2 attached hereto describes the ground lease creating the leasehold estate described above under the "San Francisco Shopping Centre" described above.

EXHIBIT A-2

(Ground Lease)

1. Ground Lease, dated July 1, 1983, between SMG Market, Inc., a California corporation, as lessee and San Francisco Unified School District, a political subdivision of the State of California, as lessor (as predecessor-in-interest to SFC Borrower), a memorandum of which was recorded on July 20, 1983, in Book D553, Page 284, of the Official Records of the City and County of San Francisco, California (the "Official Records"), Series No. D370566
2. Assignment of Lease, dated February 1, 1984, from SMG Market, Inc. to Fifth and Market Associates, Ltd., recorded on August 7, 1985 in Book D894, Page 963, Official Records of the City and County of San Francisco, California, Series No. D677401
3. First Amendment to Ground Lease, dated December 31, 1986, a memorandum of which was recorded on February 4, 1987 in Book E272, Page 658 Official Records of the City and County of San Francisco, California, Series D939729
4. Assignment and Assumption of Ground Lease, dated June 5, 1990, from Fifth and Market Associates, Ltd. to U.S. Power San Francisco Inc.
5. Assignment and Assumption of Ground Lease, dated December 29, 1993, from U.S. Power San Francisco, Inc. to S.F. Shopping Centre Associates, L.P.
6. Settlement Agreement and Release, dated June 6, 1997
7. Memorandum of Understanding, dated December 2, 1998
8. Agreement Regarding Minimum Annual Rent Determination, dated August 31, 2001
9. Agreement Setting Minimum Annual Ground Rent, dated June 12, 2002
10. Assignment and Assumption of Ground Lease dated July 1, 2005, from S.F. Shopping Centre Associates, L.P. to SFC Borrower, recorded on July 1, 2005 as Document No. 2005-H983231-00 Official Records of the City and County of San Francisco, California

Exhibit "B"
PERSONAL AND OTHER PROPERTY

The following property ("Property") owned by S.F. Centre Limited Partnership, a Delaware limited partnership ("SF Borrower"), and/or Emporium Mall LLC, a Delaware limited liability company ("Emporium Borrower"; together with SF Borrower, each individually a "Borrower and collectively the "Borrowers"):

(a) Land. The real property described as the "Emporium Mall" in Exhibit "A" attached hereto and made a part hereof (the "Fee Land");

(b) Ground Lease. The estate, right, title and interest in, to and under that certain ground lease more particularly described on Exhibit A-2 attached hereto and made part hereof (as amended, restated, replaced, supplemented or otherwise modified from time to time in accordance with the Loan Documents, the "Ground Lease"), the leasehold estate created thereby in the real property or air rights leased thereby, being more particularly described in Exhibit a-2 attached hereto and made a part hereof (the "Leasehold Estate", and together with the Fee Land, collectively, the "Land"), and all modifications, extensions and renewals of the Ground Lease and all credits, deposits (including, without limitation, any deposit of cash or securities or any other property which may be held to secure the tenant's performance of its obligations under the Ground Lease), options, privileges and rights of the tenant under the Ground Lease as lessee under the Ground Lease, including, but not limited to, the right, if any, to renew or extend the Ground Lease for a succeeding term or terms and the right of the tenant under the Ground Lease to acquire the fee estate of the Ground Lessor pursuant to the terms of the Ground Lease, and all the estate, right, title, claim or demand whatsoever of the tenant under the Ground Lease either in law or in equity, in possession or expectancy, of, in and to the Leasehold Estate or any part thereof;

(c) Additional Land. All additional lands, estates and development rights hereafter acquired by any Borrower for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of the Deed of Trust;

(d) Improvements. The buildings, structures, fixtures, pads, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "Improvements");

(e) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements (including, without limitation, under and by virtue of the Ground Lease) and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of any Borrower of, in and to the Land and the Improvements (including, without limitation, under and by virtue of the Ground Lease) and every part and parcel thereof, with the appurtenances thereto;

(f) Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furniture, software used in or to operate any of the foregoing and other property of every kind and nature whatsoever owned by any

Borrower, or in which any Borrower has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by any Borrower, or in which any Borrower has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "Personal Property"), and the right, title and interest of any Borrower in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code"), and all proceeds and products of the above;

(g) Leases and Rents. All leases, ground leases (other than the Ground Lease), subleases, subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any person or entity, with whom any Borrower is in privity, is granted a possessory interest in, or right to use or occupy all or any portion of, the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against any Borrower of any petition for relief under any creditors rights laws (collectively, the "Leases") and all right, title and interest of each Borrower, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of any Borrower or its agents or employees from any and all sources arising from or attributable to the Property, including, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by any Borrower or any property manager and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against any Borrower of any petition for relief under any creditors rights laws (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the obligations secured by the Deed of Trust;

(h) Insurance Proceeds. All insurance proceeds in respect of the Property under any and all policies of insurance covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(i) Condemnation Awards. All condemnation awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of condemnation, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(j) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(k) Rights. The right, in the name and on behalf of each Borrower, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of the beneficiary under the Deed of Trust in the Property;

(l) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of any Borrower therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to any Borrower thereunder;

(m) Intangibles. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property; excluding any rights to the name "Westfield", "Westfield Emporium" or "Westfield San Francisco" or any marks, logos or other brand identification items associated with the "Westfield" or "Westfield San Francisco" name;

(n) Accounts. All reserves, escrows and deposit accounts maintained by any Borrower with respect to the Property, including, without limitation, the reserve accounts, the lockbox account, the cash management account and all accounts established pursuant to loan agreement secured by the Deed of Trust, as amended ("Loan Agreement") together with all deposits or wire transfers made to the lockbox account and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

(o) Declaration. All right, title and interest of Emporium Borrower in, to and under (including the benefits thereunder) that certain Declaration of Easement and Operating Agreement, dated as of October 29, 2003, between Bloomingdale's, Inc. ("BLM") and Emporium Borrower (as successor to Emporium Development, L.L.C. ("Developer")) as amended and modified by (i) that certain Supplemental Agreement, dated as of October 1, 2003, between Developer and BLM, (ii) that certain Declaration of Restrictions on Required Easements, dated as of October 29, 2003 between Developer and BLM, (iii) that certain Declaration of Restrictions on Grant of Easement, dated as of October 29, 2003, between Developer and BLM, and (iv) that certain First Amendment to Supplemental Agreement, dated as of December 28, 2006, between Developer and BLM;

(p) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing items set forth in subsections (a) through (o) including, without limitation, insurance proceeds and condemnation awards, into cash or liquidation claims; and

(q) Other Rights. Any and all other rights of any Borrower in and to the items set forth in subsections (a) through (p) above.

The property included in the unified sale includes, without limitation, the following tangible personal property:

<u>Item</u>	<u>Quantity</u> <u>(Date)</u>
Genie GS-1930 lift (BLUE)	1
Skyjack 3220 lift (ORANGE)	1
Reachmaster 92'	1
20 ton Hydraulic Jack (Shop Press)	1
Drill Press	1
Stationary Bandsaw	1
Bench Grinder	1
Stationary Sander	1
Miller welding machine	2
Tennsmith Bender (Metal)	1
Tennsmith Cutter (Metal)	1
Pallet Jacks	2
Gantry	1
Vinyl printer	1
Truck Lift	2
Emergency Generator Day Tank	1
Security Cameras (CCTV)	200
CCTV/Access Controls	1
Mall Music System	1
Maraki Fiber Switch (in MPOE)	1
Mood Media players	2
Yealink sip-t33g phones	8
6 HP Latitude 3440 Laptops	6
Key management system	1
Keurig coffee maker	1
Office Chairs	6
2 drawer filing cabinets	10
Concourse Bench Seating	(2020)
Concourse Bench Seating	(2019)
Desk	1 (2019)
RA Furniture & Fixture –	
FAR Adjustment for 2020 and 2021 Return	(2018)
Desk	(2018)
Stools (4) Management Office	(2018)
Keurig Coffeemaker	(2018)
Artwork (3 pieces) purchased at Ross	(2018)
TMS – Dome FFE	(2017)
Entryway Mats	(2016)
Entry Mats	(2016)
Entry Mats (SF Office)	(2016)
Furniture, Food Court Seating corrected entry	(2013)
Soft Seating replacement (SF Office)	(2013)

Ottoman, felt, stone -3 Each (Park Under the Dome)	(2013)
Chair, Picket, low back, charcoal (Park Under the Dome)	(2013)
Chair, Picket, low back, grey (Park Under the Dome)	(2013)
Pouf ottomans -3 each (Park Under the Dome)	(2013)
Filing cabinet, 5 shelf (Ops MGR)	(2013)
Barstool, 24", white-2 each (MGMT)	(2013)
Chair, "Lotus", leaf- 3 each (Common Area)	(2012)
Table, "Alfresco", 30x62, chocolate (MGMT STG)	(2012)
Table, "Alfresco", 47", leaf-2 each (Common Area)	(2012)
Chair, "Lotus", chocolate (Common Area)	(2012)
Chair, "Lotus", sky blue (Common Area)	(2012)
Chair, "Lotus", white (Common Area)	(2012)
Soft Seating replacement Phase 1	(2011)
RMUs, with stools - 9 each (Common Area)	(2011)
RMU mixtures., Continental Display - 18 each (N Common Area)	(2011)
Rail unit, Sand Mountain, standard - 2 each	(2011)
Lights, display, for vitrines-10 each (STG)	(2011)
Displays, various, for vitrines - 21 each (STG)	(2011)
Stool for RMU, Sand Mountain – 1 each	(2011)
Furniture, Food Emporium seating	(2010)
Podium Dining Concierge	(2008)
Customer Service Center and furniture (Concierge)	(2006)
Chair, side, "Strike" - 312 each (Common Area)	(2006)
Table, small round, color Blizzard (Caesarstone)-84 each	(2006)
Trash receptacles, interior (common area trash bins) – 58 each	(2006)
Table, standard, color Mocha (Caesarstone)- 91 each	(2006)
Table, standard, color Lagos Blue (Caesarstone) - 81 each	(2006)
Chair, side "Pop 205" - 188 each (Common Area)	(2006)
Table, large round, color Blizzard (Caesarstone) - 29 each	(2006)
Trash receptacles, interior, Food Court – Zen Bin - 10 each	(2006)
Table, ADA, Color Lagos Blue (Caesarstone)-12 each	(2006)
Table, ADA, Color Mocha (Caesarstone) - 8 each	(2006)
Table, square - 7 each	(2006)
Receptacle liner, one-piece for radius food court receptacles - 10 each	(2006)

Trash can, exterior, "Chase Park" - 2 each (2006)
Table, small round color Apple Martini
(Caesarstone) - 2 each (2006)

The property included in the unified sale includes, without limitation, the rights, titles and interests in and to the real estate tax appeals requested in the applications described below and any tax refunds and proceeds thereof:

Assessment Appeal Application, APN 3705-052, for Emporium Mall LLC dated September 7, 2022, signed by Property Tax Resources, LLC

Assessment Appeal Application, APN 3705-052, for Emporium Mall LLC dated August 1, 2023, signed by Wayne Rose, Property Tax Resources, LLC

Assessment Appeal Application, APN 3705-050, for Emporium Mall LLC dated September 7, 2022, signed by Wayne Rose, Property Tax Resources, LLC

Assessment Appeal Application, APN 3705-056, for Emporium Mall LLC dated September 7, 2022, signed by Wayne Rose, Property Tax Resources, LLC

Assessment Appeal Application, APN 3705-055, for Emporium Mall LLC/Century Theaters, dated September 2, 2022, signed by Wayne Rose, Property Tax Resources, LLC

Assessment Appeal Application, APN 3705-050, for Emporium Mall LLC, dated August 21, 2023, signed by Wayne Rose, Property Tax Resources, LLC

Assessment Appeal Application, APN 3705-055, for Emporium Mall LLC, dated August 28, 2023, signed by Wayne Rose, Property Tax Resources, LLC

Assessment Appeal Application, APN 3705-056, for Emporium Mall LLC, dated August 1, 2023, signed by Wayne Rose, Property Tax Resources, LLC

Assessment Appeal Application, APN 3705-042 (802097), for Westfield Corp Inc., dated September 7, 2022, signed by Wayne Rose, Property Tax Resources, LLC

Assessment Appeal Application, APN 3705-042 (802097), for Westfield Corp Inc., dated August 12, 2023, signed by Wayne Rose, Property Tax Resources, LLC

Assessment Appeal Application, APN 3705-042 (802097), for Westfield Corp Inc., dated September 5, 2024, signed by Wayne Rose, Property Tax Resources, LLC

Assessment Appeal Application, APN 3705-052, for Emporium Mall LLC, dated September 5, 2024, signed by Wayne Rose, Property Tax Resources, LLC

Assessment Appeal Application, APN 3705-050, for Emporium Mall LLC, dated September 5, 2024, signed by Wayne Rose, Property Tax Resources, LLC

Any and all other assessment appeal applications submitted in connection with any of the property described in Exhibit A (including Exhibit A-2) attached hereto or this Exhibit B.

The property included in the unified sale includes, without limitation, the rights, titles and interests in and to the Rents and other amounts previously, currently or in the future owing or due from any and all of the past, present and future tenants, subtenants, licensees, occupants, operators and users of any or all of the Land and Improvements, including, without limitation, all rights, title and interests to Rents and other amounts under (i) (a) that certain Leasing and Management Agreement dated October 3, 2023, between Gregg Williams, as Court-appointed receiver for San Francisco Centre, in the action styled Wilmington Trust, National Association, as Trustee in trust for the benefit of the holders of DBJPM 2016-SFC Mortgage Trust Commercial Mortgage Pass-Through Certificates, et al. v. Emporium Mall LLC, a Delaware limited liability company, et al. (“Receiver”), and Jones Lang Lasalle Americas, Inc., a Maryland corporation (“Manager”), and (b) each agreement or arrangement with any person or entity for the collection of Rents and other amounts from past, present, and future tenants, subtenants, licensees, occupants, operators and users of any or all of the Land and Improvements, and (ii) all proceeds of each of the foregoing.

Notwithstanding anything to the contrary, the property included in a unified sale will NOT include any of the following:

Any application, reimbursement agreement, or other agreement under which any Borrower is obligated to reimburse or repay the issuing bank for any draw on irrevocable letter of credit No. C7329298 dated June 6, 1997, issued by Bank of America or any other letter of credit issued to support any Borrower’s obligations.

Any property management agreement or other agreement between any Borrower, on the one hand, and the other Borrower or any affiliate of any Borrower, on the other hand.

Any agreement, document or instrument under which no Borrower has any future right, but any Borrower has any future obligation or liability or potential obligation or liability.