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453588 sm/km

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Bay Jacaranda No. 2932, LLC
The Landmark @ One Market, Suite 300
San Francisco, California 94105
Attention: General Counsel


San Francisco Assessor-Recorder
Phil Ting, Assessor-Recorder
DOC- 2010-J073279-00
Check Number 7131
Monday, NOV 01, 2010 14:45:52
Ttl Pd \$39.00 Rcpt # 0004021738
REEL K261 IMAGE 0327
081/FT/1-8

MAIL TAX STATEMENTS TO:

Bay Jacaranda No. 2932, LLC
The Landmark @ One Market, Suite 300
San Francisco, California 94105
Attention: General Counsel

(Above Space for Recorder's Use Only)

~~NO STREET ADDRESS~~
Assessor's Block 8722,
Lots 001 (portion) & 008

GRANT DEED

Documentary Transfer Tax not shown
pursuant to Section 11932 of the Revenue
and Taxation Code, as amended.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ARE-SAN FRANCISCO NO. 16, LLC, a Delaware limited liability company ("Grantor"). hereby GRANTS to BAY JACARANDA NO. 2932, LLC, a Delaware limited liability company ("Grantee"), the following described real property located in the City and County of San Francisco, State of California (the "Property"), together with (i) all improvements located thereon, (ii) all rights, privileges, easements, and appurtenances appertaining to the Property, and (iii) all right, title, and interest of Grantor (if any) in, to, and under adjoining streets, rights of way, and easements:

SEE EXHIBIT "I" ATTACHED HERETO AND INCORPORATED
HEREIN BY THIS REFERENCE

SUBJECT TO

1. General, special, and supplemental taxes and assessments not yet delinquent (including, without limitation, assessments required pursuant to any Mello-Roos or Community Facilities District in which the Property is located).

2. All covenants, conditions, restrictions, reservations, rights, rights of way, easements, encumbrances, liens and other title matters of record and all matters that an accurate survey of the Property would disclose, including, but not limited to:

(a) All reservations, rights, rights of way, and easements set forth in (i) that certain Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Mission Bay Commercial recorded in the Office of the Recorder of the City and County of San Francisco, State of California (the "Official Records"), on January 16, 2001, as Document No. 2001-G889923, (ii) that certain First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Mission Bay Commercial recorded in the Official Records on August 17, 2004, as Document No. 2004-H787770, and (iii) that certain Second Amendment to Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Mission Bay Commercial recorded in the Official Records on October 20, 2004, as Document No. 2004-H834740.

(b) All covenants and agreements set forth in that certain Amended and Restated Tax Payment Agreement recorded in the Official Records on September 22, 2010, as Document No. 2010-J053674.

3. The Property may contain hazardous materials in soils and in the ground water under the Property, and is subject to the following deed restrictions (collectively, the "Environmental Covenant"): (x) Covenant and Environmental Restriction on Property dated as of February 23, 2000, and recorded in the Official Records on March 21, 2000, as Document No. 2000-G748552-00, Reel H598, Image 172 (affects Parcel One of the Property), and (y) Covenant and Environmental Restriction on Property dated as of February 3, 2000, and recorded in the Official Records on March 21, 2000, as Document No. 2000-G748551-00, Reel H598, Image 171 (affects Parcel Two of the Property). The Environmental Covenant imposes certain covenants, conditions, and restrictions on usage of the Property. This statement is not a declaration that a hazard exists. The Environmental Covenant references and requires compliance with the provisions of the Risk Management Plan, Mission Bay Area, San Francisco, California, dated May 11, 1999 (the "RMP"), and provides, among other things, that:

(a) In all future leases, licenses, permits, or other agreements between, on the one hand, an Owner or Occupant (as such terms are defined in the Environmental Covenant), and, on the other hand, another entity, which authorizes such entity to undertake or to engage in activities that are subject to one or more requirements set forth in the RMP, the contracting Owner or Occupant will provide a copy of the RMP or its relevant provisions prior to

execution of such agreements and ensure that such agreements contain covenants that (i) such entity will comply with the RMP (to the extent the RMP applies to the entity's activities); (ii) such entity will obligate other entities with which it contracts for construction, property maintenance or other activities which may disturb soil or groundwater to comply with the applicable provisions of the RMP, and (iii) such entity (and the entities with which it so contracts) will refrain from interfering with Owner's or Occupant's compliance with the RMP.

(b) In all agreements between an Owner and another entity providing for access to the Property for the purpose of environmental mitigation, monitoring or remediation ("Environmental Response") by such entity, the Owner will provide that entity with a copy of the RMP prior to execution of such agreements and ensure that such agreements contain covenants by the entity that the entity will (i) comply with the RMP (to the extent the RMP applies to the entity's activities); and (ii) obligate any person or company with which it contracts for Environmental Response that may disturb soil or groundwater to comply with the applicable provisions of the RMP.

GRANTEE HEREIN COVENANTS, by and for itself and assigns, and all persons claiming under or through them, that there shall be no discrimination against, or segregation of, any person or group of persons or any employee or applicant for employment on account of race, color, creed, religion, sex, marital or domestic partner status, familial status, national origin, ancestry, lawful source of income (as defined in Section 3304 of the San Francisco Police Code), gender identity, sexual orientation, age or disability (including, without limitation, HIV/AIDS status) in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Grantee or any person claiming under or through Grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property. All deeds, leases, subleases, or contracts concerning the Property shall contain the non-discrimination and non-segregation clauses specified for each type of document in Section 33436 of the California Health and Safety Code. The foregoing covenants shall run with the land.

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed as of
NOVEMBER 1, 2010.

ARE-SAN FRANCISCO NO. 16, LLC,
a Delaware limited liability company

By: ALEXANDRIA REAL ESTATE EQUITIES, L.P.,
a Delaware limited partnership, Managing Member

By: ARE-QRS CORP.,
a Maryland corporation, General Partner

By: [Signature]
Print Name: Eric S. Johnson
Print Title: Vice President
Real Estate Legal Affairs

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

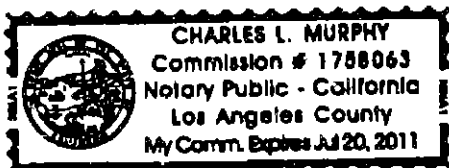
On October 28, 2010, before me, Charles L. Murphy, a Notary Public in and for said State, personally appeared Eric S. Johnson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person 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.

My commission expires: July 20, 2011

My commission number is: 1758063



[Signature]
SIGNATURE OF NOTARY

[AFFIX NOTARIAL SEAL]

ACCEPTANCE BY GRANTEE

Grantee hereby accepts this Grant Deed and agrees to be bound by the reservations and exceptions contained herein and by the covenants made by Grantee herein.

BAY JACARANDA NO. 2932, LLC,
a Delaware limited liability company

By: Bay Jacaranda Holdings, LLC,
a Delaware limited liability company,
Its Sole Member

By: salesforce.com, inc.,
a Delaware corporation,
Its Sole Member

By: Sam Fleischmann
Title: Senior Vice President
and General Counsel, Corporate

STATE OF CALIFORNIA)
) SS.
COUNTY OF San Francisco)

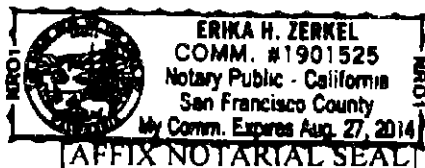
On October 22, 2010, before me, Enka H. Zerkel, a Notary Public in and for said State, personally appeared Sam Fleischmann, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person 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.

My commission expires: AUGUST 27, 2014

My commission number is: 1901525



SIGNATURE OF NOTARY

EXHIBIT "1"

LEGAL DESCRIPTION OF PROPERTY

Real property in the City of San Francisco, County of San Francisco, State of California, described as follows:

PARCEL ONE:

LOT 1, BLOCK 8722, AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF MISSION BAY", RECORDED JULY 19, 1999, IN BOOK Z OF MAPS, PAGES 97-119, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA, AS CORRECTED BY THAT CERTAIN "CERTIFICATE OF CORRECTION" RECORDED SEPTEMBER 16, 2002, IN BOOK I223, PAGE 596, AS INSTRUMENT NUMBER 2002-H244619 AND IN BOOK/REEL 1926, PAGE/IMAGE 0376, AS INSTRUMENT NUMBER 2005-H985511, IN THE OFFICE OF SUCH RECORDER

EXCEPTING THEREFROM THE FOLLOWING:

AS EXCEPTED AND RESERVED BY THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, A DELAWARE CORPORATION ("SANTA FE"). IN THAT CERTAIN GRANT DEED DATED JANUARY 21, 1987, RECORDED MARCH 31, 1987, IN REEL E309, IMAGE 1138, SERIES NO. D966411, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, FROM THOSE PORTIONS OF THE ABOVE DESCRIBED REAL PROPERTY LYING WITHIN THE BOUNDARIES OF THE PARCELS DESCRIBED THEREIN, THE FOLLOWING:

ALL MINERALS, INCLUDING, WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, PROVIDED THAT SANTA FE SHALL NOT HAVE THE RIGHT TO GO UPON OR USE THE SURFACE OF SAID LAND, OR ANY PART THEREOF, FOR THE PURPOSE OF DRILLING FOR, MINING, OR OTHERWISE REMOVING, ANY OF SAID MINERALS SANTA FE MAY, HOWEVER, AND RESERVES THE RIGHT TO, REMOVE ANY OF SAID MINERALS FROM SAID LAND BY MEANS OF WELLS, SHAFTS, TUNNELS, OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED, DRILLED OR DUG FROM OTHER LAND, PROVIDED THAT THE EXERCISE OF SUCH RIGHTS BY SANTA FE SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF THE ABOVE DESCRIBED REAL PROPERTY OR OF ANY IMPROVEMENTS THEREON.

AS EXCEPTED AND RESERVED FOREVER BY THE STATE OF CALIFORNIA IN THAT CERTAIN PATENT DATED JUNE 14, 1999, TO THE CITY AND COUNTY OF SAN FRANCISCO, A CHARTER CITY AND COUNTY, IN TRUST, RECORDED JULY 19, 1999, IN REEL H429, IMAGE 507, SERIES NO. 99-G622155-00, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, FROM THAT PORTION OF THE ABOVE DESCRIBED REAL PROPERTY LYING WITHIN THE

BOUNDARIES OF MINERAL RIGHTS PARCEL 11 DESCRIBED IN SUCH PATENT. THE FOLLOWING:

ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED IN THE ABOVE REFERRED TO MINERAL RIGHTS PARCEL 11, INCLUDING, BUT NOT LIMITED TO, OIL AND GAS AND RIGHTS THERE TO, TOGETHER WITH THE SOLE, EXCLUSIVE, AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE, AND DISPOSE OF THOSE MINERALS BY ANY MEANS OR METHODS SUITABLE TO THE STATE OF CALIFORNIA OR TO ITS SUCCESSORS AND ASSIGNS, BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF THE ABOVE REFERRED TO MINERAL RIGHTS PARCEL 11, AND IN SUCH MANNER AS NOT TO DAMAGE THE SURFACE THEREOF OR TO INTERFERE WITH THE USE THEREOF BY THE CITY AND COUNTY OF SAN FRANCISCO, ITS SUCCESSORS AND ASSIGNEES; PROVIDED, HOWEVER, THAT THE STATE OF CALIFORNIA, ITS SUCCESSORS AND ASSIGNS, WITHOUT THE PRIOR WRITTEN PERMISSION OF THE CITY AND COUNTY OF SAN FRANCISCO, ITS SUCCESSORS AND ASSIGNEES, SHALL NOT CONDUCT ANY MINING ACTIVITIES OF ANY NATURE WHATSOEVER ABOVE A PLANE LOCATED FIVE HUNDRED FEET (500') BELOW THE SURFACE OF THE ABOVE REFERRED TO MINERAL RIGHTS PARCEL 11.

FURTHER EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED IN THAT CERTAIN GRANT DEED DATED OCTOBER 25, 2002, EXECUTED BY CATELLUS DEVELOPMENT CORPORATION, A DELAWARE CORPORATION, TO THE CITY AND COUNTY OF SAN FRANCISCO, A CHARTER CITY AND COUNTY, RECORDED DECEMBER 11, 2002, IN BOOK 1281, PAGE 340, INSTRUMENT NO. 2002-H309022, IN THE OFFICE OF SUCH RECORDER.

ASSESSOR'S PARCEL NUMBER: LOT 001, BLOCK 8722 (A PORTION)

PARCEL TWO:

THAT CERTAIN REAL PROPERTY DESCRIBED IN THAT CERTAIN QUITCLAIM DEED DATED NOVEMBER 5, 2002, EXECUTED BY THE CITY AND COUNTY OF SAN FRANCISCO, A CHARTER CITY AND COUNTY, TO CATELLUS DEVELOPMENT CORPORATION, A DELAWARE CORPORATION, RECORDED DECEMBER 11, 2002, IN BOOK 1281, PAGE 341, INSTRUMENT NO. 2002-H309023-00, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE LOT AND BLOCK HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "MAP OF MISSION BAY", RECORDED JULY 19, 1999, IN BOOK 2 OF MAPS, PAGES 97-119, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

COMMENCING AT THE MOST SOUTHWESTERLY CORNER OF PARCEL 28, AS SAID PARCEL IS DESCRIBED IN THE QUITCLAIM DEED TO THE CITY AND COUNTY OF SAN FRANCISCO, RECORDED JULY 19, 1999, IN BOOK H429, PAGE 512 (INSTRUMENT NO. 99-G622160) OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, SAID POINT OF COMMENCEMENT ALSO BEING THE MOST SOUTHWESTERLY CORNER OF BLOCK 8722, LOT 2 AS SHOWN ON SAID MAP (Z MAPS 97);

THENCE, EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL 28, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID LOT 2, NORTH 86° 49' 04" EAST 10.91 FEET TO THE POINT OF BEGINNING;

THENCE, ALONG THE EXTERIOR BOUNDARY OF SAID PARCEL 28, SAID LINES ALSO BEING THE EXTERIOR BOUNDARY OF SAID LOT 2, THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 86° 49' 04" EAST, 18.25 FEET,
- 2) NORTH 03° 10' 56" WEST, 20.00 FEET, TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 24.16 FEET, TO WHICH POINT A RADIAL LINE BEARS SOUTH 03° 10' 56" EAST,
- 3) WESTERLY AND NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 24.16 FEET, THROUGH A CENTRAL ANGLE OF 53° 55' 35", AN ARC DISTANCE OF 22.74 FEET, TO A POINT THAT BEARS NORTH 05° 37' 34" WEST FROM SAID POINT OF BEGINNING;

THENCE, LEAVING SAID EXTERIOR BOUNDARY OF PARCEL 28 AND SAID LOT 2, SOUTH 05° 37' 34" EAST, 29.96 FEET, TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER: LOT 008, BLOCK 8722