

1. Description of proposed design

The Alice Street Mural Project is original in that it weaves together an in-depth documentary process with the development of a large-scale mural to transform a blighted parking lot into a colorful testament to the diverse intersection of cultures that flourish at its location. Numerous “culture keepers,” artists and historians from the historic Hotel Oakland and Malonga Casquelord Center will be interviewed on the history of the neighborhood and the communities that thrive there. Translators will be used to conduct interviews with native Chinese speakers. The final film will include Mandarin and English subtitles, so that both the Chinese and English-speaking communities can watch it at the same time. The interviews and research conducted with inform the design of an approximately 10,000 sq. ft. mural wrapping onto three buildings that face Malonga and Hotel Oakland. Upon completion of the mural, CRP will hold a mural dedication ceremony and neighborhood block party featuring live music and dance.

Alice Street makes a monument to the existing communities and deep history of the area that it is created in. It documents the neighborhood through its stories, its leaders and its residents. And while even the most elaborate mural can only capture so much of the people, the documentary and accompanying website allows the stories to grow beyond what is painted, and facilitates visitors’ connection to the programs and people in the area.

We expect that this project will profoundly impact the site where it is created. We hope to facilitate increased healthy dialogue between the Chinese and African / Afro-American communities. The project will resonate far beyond the neighborhood, as the mural monument will be highly visible to anyone passing through the downtown area. In addition, we plan to show the documentary at local film festivals and spread the word about this unique area far beyond Oakland through social media. The website will serve as a free online DVD, complete with links to all of the programs involved, additional footage, extended interviews, and related projects like the Oakland Chinatown Oral History Project. The website provides the capacity to return in the future and record follow-up interviews with the participants, making the project live on long after the initial mural and film are complete.

2. Artist Resume / List of Relevant Past Experience



Desi Mundo - Co-Lead Artist / Project Manager / CRP Executive Director

Desi Mundo (Sam Mulberry) is the founder of the Community Rejuvenation Project. Over the past three years, under his direction, CRP has produced more than 100 murals, primarily in the Bay Area as well as Chicago, Albuquerque, and Bologna, Italy. As an artist, he collaborated with influential aerosol artists such as ZORE, P.H.A.S.E.2, VULCAN, RAVEN and MIKE 360. Desi also has a long history as an educator and youth worker in K-12 schools, such as Oakland Unity High School, ARISE, Calvin Simmons, and OASIS in Oakland for the past 13 years. He has been recognized with a “Best of the Bay” Award by the East Bay Express for his monthly youth art series, the [“Weekend Wake-Up.”](#) Desi has a long history of community organizing and public art advocacy. He received the “Rising Leaders Fellowship from the Youth Leadership Institute in 2005. He has worked with numerous non-profit and community organizations, such as Urban Tilth, Restorative Justice for Oakland Youth, and United Roots forming lasting partnerships and powerful alliances. Desi has organized and painted murals that can be found all over the Bay Area, as well as in Chicago, Santa Fe, Montana and South Dakota. He is the founder of the Community Rejuvenation Project. He facilitates an after-school mural taller called the Arrow-Soul Council. Desi is also a prolific community organizer and founder of the [Weekend Wake-Up](#), free all-ages, community events, which won “Best All-Ages Event ” in the East Bay Express in 2006.



PANCHO PESKADOR - Co-Lead Artist

Peskador is a self-taught artist born and raised in Chile under the oppressive regime of Augusto Pinochet. He attended the School of the Arts in Valparaiso as well as the Vina del Mar. He joined the TAV, Taller de Artistas Visuales in Valparaiso and began his artistic career as a printmaker with them. In 2012, Pancho was commissioned by the 67 Suenos organization to paint a three-story mural in downtown San Francisco with a group of undocumented youth. The success of that project led his receiving of the prestigious Creative Work Fund grant to create more murals with the group. Pancho has also created artwork for West Contra Costa Childrens Services and Youth Spirit Artworks Pancho's canvas work and photography has been nationally and internationally and he has painted murals in Chile, Germany, and throughout the United States.. He currently lives in Oakland, CA where he creates, as he calls it, "visual guerrillas" expressed in mediums such as paintings, drawings, prints, collages, murals and mixed media. He is a resident after-school art teacher at Melrose Leadership Academy.



Spencer Wilkinson - Director / Producer / Videographer / Editor

Spencer Wilkinson is an Oakland-based cinematographer and video editor. Spencer attended the University of California, Santa Cruz and studied Cultural Anthropology with an emphasis of visual media. He completed a year of study at the University of Ghana, Legon with fieldwork in northern Ghana documenting traditional music and dance. Spencer has directed award-winning documentary films, such as Ritmos dos Meninos (Brazil) and Pass Me the Map (Mexico and Central America).

For 12 years, he has taught media arts to young people and adults in communities throughout the Bay Area, including Oakland, San Francisco, Santa Cruz, Gilroy and Watsonville. From 2009-2012, Spencer served as a Media Education and Operations Manager for a Santa Clara county non-profit television station, Community Media Access Partnership. In 2012, Spencer established a freelance video arts business, Endangered Ideas, where he currently shoots and edits music videos, commercials and short films in the Bay Area. He has worked with clients such as Sony Music and Motema Music along with non-profit organizations such as United Roots, Pacha's Pajamas, Alliance for Climate Education and People's Community Market. A portfolio of his work can be found at <http://vimeo.com/endangeredideas>.

3. _____ Materials and processes to be used

The wall will be primed with gesso sprayed through an industrial strength sprayer. The rest of the mural will be done with acrylic, spray paint, and a few mirrors and tiles adhered to the wall. Upon completion, the entire mural will be covered with 2 coats of clearcoat.

4. _____ Photos of site

5. _____ Color rendering of mural design and/or 3-dimensional model(s)

6. _____ Mock-up of artwork at site (can be combined with site photos and color rendering)

On the left, Jose Lorenzo, who brought Brazilian Samba to the Bay Area and organized Carnival stands with his protege, the legendary Carlos Aceituno, both in their carnival outfits. Inside the arches, Filipino dance organization, Likha performs a beautiful fan dance. In the left eye, we reproduce a historic photo of Chinese community members becoming the first to register to vote in the Oakland courthouse, just a few blocks away in 1926. To the right is a pantheon of legendary drummers that built the foundation for African drumming in America. CK Ledzekbo, one three African recruited by Katherine Dunham to bring the African culture to America stands between Mosheh Milon and Tacuma King, teacher and student respectively. Above him, Papa Zak Diouf of Diamano Coura dances in his traditional regalia. In the center arch, the godmother of Oakland's dance community Miss Ruth Beckford dances in her classic photo. Below her to the left is a senior dancing traditional Chinese dance at Hotel Oakland. On her right, Monice Hastings-Smith who performed with Carlos Aceituno and now leads the drumming for Samba Funk. To the right, there is a Chinese ribbon dancer, Bruce Lee and a tai-chi master, bring forth the cultural practices. In the right arch, dancers from Dimensions Dance Theater are collaged to represent one of the original anchor tenants of the Alice Arts Center, that still reside in the building today. Above, in the right eye, are the children of Starlite Children's Center, located on the corner of 14th and Alice. They are African-American and Chinese, representing the connection of future generations. To the left is Mama Naomi Diouf, legendary African dancer of Diamano Coura and wife to Papa Zak. Below her is Halifu Osumare, co-founder of Everybody's Creative Art Center (prior to being renamed City Centre Dance Theater. Finally, we have an Ohlone youth representing the original first nations of Oakland.

7. Timeline

PHASE I

- November 1 - April 1, 2014 - Interviews
- April 1 - April 15 - Initial Mural Design Process with CRP Artists

- May 6+7 – Present Initial Community Mural Design and Video Draft from Interviews for community feedback
- June 7 – Present Final Mural Design to the Community
- July 2014 – First Stage of Mural Execution - 266 14th St. (One Month)

PHASE II

- April - June - Second Stage of Mural Production - 1443 Alice Street
- June 6 – Mural Dedication Event featuring Artists from Malonga and Hotel Oakland
- November 2014 – Rough Cut of the Final Video, Begin website design, enter final production stages of the documentary
- 2016 - Video Release Screening, Website Launch with extended interviews, photos and documentation

8. _____ Written permission from property owner

See attached.

9. _____ Artist Waiver (if required). See attached

Not required.

10. _____ Demonstrated Community Support / Notification

CRP has interviewed over 50 community leaders and resident artists at the Malonga Casquelourd Center and Hotel Oakland. On May 6, CRP presented the design to the community at the Malonga Casquelourd Center. Approximately 25 people attended. The reaction was positive and reflected that we included the appropriate people in the design. On May 7, a second community meeting was held with residents from the Hotel Oakland. Over 75 seniors attended. The response was much more mixed. The seniors wanted to see more celebration of their successes and less art around the displacement of their community. CRP adjusted the mural design, maintaining the same representation from the Malonga center's community but integrating the critiques from Hotel Oakland. A second meeting at Hotel Oakland was held on June 5. Once again, over 75 seniors attended. This time, the mural was met with applause and satisfaction. Minor adjustments, based on the senior's input, have been made to increase the authenticity of some of the images since that point but overall the community is aware of the project and excited for it to be painted.

In addition, community members depicted on the wall have supported the mural in numerous ways. Gerri Lange arranged for a video interview with Johnnie Burrell at the site. Jahi of Public Enemy 2.0 filmed his music video, "What They Need," in front of the mural, with CRP artists in the background. Jose Lorenzo, now living in Brazil, began sharing a photo of the image of him and Carlos Aceituno, after he saw it online. He has contacted CRP and expressed gratitude. Tony Cerda's grandchildren visited the mural, were interviewed, and further connected the dots by expanding on the history of their grandfather. All of the major newspapers ran stories celebrating the mural.

CRP is currently organizing its Phase II mural dedication on June 6. Carla Service of Dance-a-Vision, who is depicted on the first wall, is coordinating the performances by local organizations from the Malonga and Hotel Oakland including Oaktown Jazz Workshop honoring Khalil Shaheed, Fogo na Roupa and Samba Funk honoring Carlos Aceituno, Diamano Coura, Mosheh Milon and Tacuma King, as well as senior groups from Hotel Oakland. All speaking will be translated into Cantonese. All PAAC members are invited to attend.

ALICE ST MURAL / DOC BUDGET

Supplies

Lift Rental \$ 3,000

Materials

Spray Paint \$ 5,000

Buff \$ 2,000

Miscellaneous \$ 500

Fees

Parking \$ 1,000

Events

Community Meetings \$ 1,000

Block Party \$ 5,000

Video Screening \$ 500

Translation \$ 1,000

Documentary

Film (All Stages of Production) \$ 30,000

Research \$ 5,000

Translation \$ 2,000

Website

Design \$ 1,500

Administration

Project Manager \$ 4,000

Marketing \$ 2,000

Development \$ 2,000

Stipends

Mural Design \$ 4,000

Two Lead Artists \$ 10,000

Per Diem \$ 2,500

Guest Artists \$ 5,000

Youth Artists \$ 5,000

Total Budget \$ 92,000

INCOME

CFP Grant \$16,000

CFP IA Grant \$ 5,000

Indiegogo \$ 8,000

EBFA (1:1 Match by Indiv. Donors) \$ 8,000

Zellerbach \$ 4,000

Akonad Foundationi \$ 4,000

\$45,000

Pending

California Arts Council \$45,000

12. _____ Maintenance Plan

The building is slated for demolition in 3 years. CRP will be given preference to restore the mural upon the construction of a new building.



Alice Street Mural Project Agreement

Introduction.

This Alice St Mural Project Agreement ("Agreement") is made as of March 31, 2015 ("Effective Date") by and between Higher Gliffs, Inc. (EIN 36-4319738), a California non-profit corporation, DBA, the Community Rejuvenation Project ("CRP") and the 1993 Borsuk Family Trust, Barbara Jean Borsuk surviving Trustee; and the Sheila Siegel Trust, Sheila Siegel Trustee ("Owner").

Recitals.

- A. The City of Oakland is suffering from graffiti vandalism.
- B. Graffiti vandals continually deface the Owner's Property located at 1439-1443 Alice Street.
- C. The City supports community murals to minimize graffiti vandalism.
- D. The Owner and the City seek to minimize graffiti vandalism by allowing a Mural on the Property's south façade.
- E. The Owner grants the CRP a temporary, non-assignable, non-possessory, revocable license to create, design, paint, maintain, restore, and remove the Mural.
- F. The Owner will contribute Two Thousand (\$2,000) Dollars to the Mural's creation and preservation under certain circumstances as described in Section 4-C-2 of this Agreement.
- G. The Mural's design will portray the cultural interaction among diverse groups in the Alice Street and 14th Street neighborhood using stories along with illustrative historical and contemporary events.
- H. The Mural is a temporary artifact.
- I. The Owner intends to develop the Property for a high-rise residential development.
- J. Development may require demolishing the Mural.
- K. CRP agrees that the Owner, in its sole discretion, shall have the right to remove or destroy the Mural.
- L. CRP grants the Owner a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license with respect to all of the CRP's intellectual property rights and moral rights in the Mural, whether directly or indirectly claimed by the CRP or any third party. CRP waives and relinquishes any and all rights CRP may have with respect to the Mural under the Visual Artist Rights Act, the California Art Preservation Act, and the California Cultural and Artistic Creations Preservation Act.
- M. CRP agrees not to directly or indirectly hinder, oppose, or object to the Property's development, redevelopment, reconstruction, or renovation.

N. CRP agrees not to take any direct or indirect action to hinder the Owner's effort to obtain all government authorizations, permits, and approvals for the high-rise residential development or other permitted development, collectively entitlements.

O. CRP agrees not to become directly or indirectly involved in supporting others who may seek to hinder, oppose, or object to the Owner obtaining the entitlements.

P. Under certain circumstances as described in Section 6-C of this Agreement, the Owner or its successor-in-interest will allow the CRP to recreate the Mural or to create a new mural of the same size as the Mural in the same location on the Property. Such a new mural or recreated mural will be subject to the same terms and conditions that the Mural is subject to under this Agreement.

Q. The Owner reserves the right to request CRP to remove the Mural ten (10) years after the Mural's completion date, if the Property is not otherwise developed, redeveloped, reconstructed, or renovated.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, Owner and the CRP hereby agree as follows:

TERMS AND CONDITIONS

1. Recitals. The Parties hereby acknowledge the accuracy of the foregoing Recitals, which are incorporated herein by reference. To the extent there is any conflict between any of the Recitals and the following numbered provisions of this Agreement, the latter shall govern and control.

2. Definitions.

Agreement. "Agreement" shall have the meaning as set forth in the Introduction.

Ancillary Agreement: "Ancillary Agreement" shall mean any agreement with third parties (including the City) entered into by CRP in whole or in part to effectuate its performance under this Agreement.

Architectural Works Copyright Protection Act (AWCPA): AWCPA amended the Copyright Act to specifically include "architectural works" among the list of protected works in 17 U.S.C. § 102. The protection of architectural works is established under 17 U.S.C. § 102(a)(8) and the protection of pictorial, graphic, and sculptural works is established under 17 U.S.C. § 102(a)(5), as the same may be amended from time to time.

Artist Parties: "Artist Parties" shall mean the CRP and all individual(s) and organization(s) other than the Owner involved in funding, designing, creating, painting, supervising, maintaining, restoring, or removing the Mural or claiming directly or indirectly any intellectual property or moral right(s) in the Mural, together with their employees, contractors and agents (including volunteers and interns) of any kind.

California Art Preservation Act (CAPA): CAPA provides legal protection for artists' moral rights. It provides for civil penalties and injunctive relief for the intentional or grossly negligent

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destruction or mutilation of a work of fine art. Cal. Civ. Code §987, as the same may be amended from time to time.

California Cultural and Artistic Creations Preservation Act (CCACPA): CCACPA was enacted three years after CAPA. CCACPA supplements CAPA by acknowledging a public interest in preserving cultural and artistic works independent of the interest of the artist. Cal. Civ. Code §989, as the same may be amended from time to time.

California Resale Royalties Act (CRRRA): CRRRA was enacted in 1976. It may entitle artists to royalty payments (in certain situations) upon the resale of their works of art. Cal. Civ. Code § 986, as the same may be amended from time to time.

City: "City" shall have the meaning set forth in Recital A.

CRP: "CRP" shall have the meaning set forth in the Introduction.

Claims: "Claims" shall mean, generally any claims of damages, loss, demands, judgments, liability, suits, costs or expenses, including reasonable attorney and expert fees.

Completion Date: "Completion Date" shall have the meaning set forth in Section 4-B-2.

Façade License: "Façade License" shall have the meaning set forth in Section 4-A-6.

Graffiti: "Graffiti" shall mean vandalism by defacing property through the writing, defacing, tagging, marring, inscribing, etching, scratching, painting or affixing of other markings on buildings, improvements, structures, utility poles, fencing and other structures on a property without first obtaining the property owner's consent.

Graffiti Abatement Ordinance: "Graffiti Abatement Ordinance" shall mean Chapter 8.10 of the Oakland Municipal Code, as the same may be amended from time to time.

Hazardous Materials: "Hazardous Materials" shall mean any substance (i) potentially injurious to the public or environment, (ii) regulated by any government agency, or (iii) creates a liability to Owner from third-parties or government agencies.

IP License: "IP License" shall have the meaning set forth in Section 5-B.

Mural Agreement: The "Mural Agreement" shall mean agreement between the CRP and the Owner to allow CRP to affix a Mural to the Property and to maintain, alter, restore or remove the Mural.

Mural: "Mural" shall mean the large scale, multilingual painting to be located on the Property's concrete south façade wall (+/-5,700sf, 38' H X 150' L) with the exception of all window openings which shall not be painted over, depicting the cultural interaction among diverse groups in the Alice Street and 14th Street neighborhood using stories along with illustrative historical and contemporary events and individuals. See **Exhibit A** (Photo & Site Plan).

Mural Intellectual Property: "Mural Intellectual Property" shall have the meaning set forth in Section 5-A.

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New Mural: "New Mural" shall have the meaning set forth in Section 6-C.

Owner: "Owner" shall have the meaning set forth in the Introduction and shall include all successors and assigns of the current Owner.

Parking Structure: "Parking Structure" shall mean a 1927 multistory parking garage located on the Property. The City classifies the Parking Structure as a Class B historic building.

Parties: "Parties" shall mean CRP and the Owner.

Property: "Property" shall mean 1439-1443 Alice Street, Oakland, CA 94612.

Redevelopment Project: "Redevelopment Project" shall mean the demolition of the Parking Facility on the Property (including the south wall where the Mural will be located) and the construction and development of new improvements on the Property as the same may change from time to time. Currently, the new improvements are contemplated to be a 37-story multifamily tower on the Property tentatively known as the Alice St Energy Harvester (www.alicestenergyharvester.com). The Property Owner anticipates demolishing significant portions of the Property for the new structure's structural support. The contemplated new improvements may require receiving entitlements from the City.

Staging Area: "Staging Area" shall have the meaning set forth in Section 4-A-5.

Term: "Term" shall mean the term of this Agreement, commencing on the Effective Date and Terminating on the date that is ten (10) years after the Completion Date.

Visual Artists Rights Act (VARA): VARA is a federal copyright legislation that grants artists moral rights protection. Under VARA, qualifying artists maintain certain rights in their works, regardless of subsequent physical ownership of the work itself and regardless of who holds the copyright to the work, 17 U.S.C. § 106A, as the same may be amended from time to time.

3. Alice Street Mural Description.

A. Generally: The Mural shall conform generally to the description, content and approximate size set forth in the Definitions above.

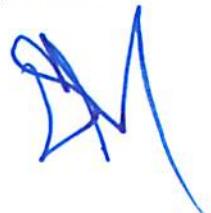
B. Individual Consents: CRP shall obtain the advance written consent of any living person to be depicted, referenced or otherwise included in the Mural and provide the Owner with a copy of such consent prior to including such living person in the Mural. The consent should be in the form of the consent letter attached to this Agreement as **Exhibit B**.

C. No Assignment: CRP may not assign the right to create the Mural to any third party without the Owner's prior expressed written consent.

D. Prohibited Language, Symbols, and Content.

1. The Mural will not contain any representation or designs that are or depict any activity that is unlawful, infringing, harmful, harassing, defamatory, threatening, intimidating, fraudulent, tortious, vulgar or otherwise objectionable material of any kind, including unauthorized or unsolicited advertising, and it will not defame, abuse, harass, stalk, threaten or

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otherwise violate the legal rights of others, including without limitation others' privacy rights or rights of publicity.

2. The Mural will not contain, represent or show sexually explicit content, including (but not limited to) the following: (1) full or partial nudity, including (but not limited to) depictions of uncovered female breasts, aroused or unaroused male or female genitalia and unrealistic or overly detailed genitalia; (2) bestiality; (3) sexual acts to or with minors; (4) sexual acts including penetration, intercourse or oral sex, whether any such acts are with or without another avatar or any other object; or (5) sexual behavior that has a violent context.

3. The Mural will not place, affix, or paint any design, language including non-English language(s) or wording upon the Parking Structure causing the Owner to feel or suffer shame, suffer loss of goodwill or become subject to ridicule, opprobrium, or condemnation.

4. The Mural will not contain, represent, or depict any party, organization, or language disapproving, opposing, or criticizing the Redevelopment Project.

4. **Mural Creation, Maintenance, and Removal.**

A. The following general terms and conditions shall apply to the creation, maintenance, removal and destruction of the Mural.

1. Required Notification. CRP shall post all legally required notifications concerning creating, altering, maintaining, restoring, renovating or removing the Mural.

2. Ancillary Agreement. To the extent CRP enters into an Ancillary Agreement, CRP shall include an express waiver of all Claims against Owner for any default by CRP under any Ancillary Agreement.

3. No Liens. CRP shall not cause, suffer or permit any lien to be placed on the Property in connection with the creation, alteration, maintenance, restoration or removal of the Mural. CRP shall remove any liens filed in violation of the foregoing at their sole cost and expense within thirty (30) days after receiving notice from the Owner or from the lienholders that a lien has been filed.

4. Performance Standards. CRP shall create the Mural using the best practices with respect to materials and safety and shall not use any hazardous materials to create the Mural. If CRP elects to repair, maintain, alter, restore, or remove the Mural, it shall use the best practices with respect to materials and safety and shall not use any hazardous materials. CRP shall dispose of all materials and waste resulting from the Mural's creation in accordance with applicable law. If CRP intends to use any hazardous materials, it shall first obtain Owner's written permission, provided, however, obtaining Owner's permission shall not relieve CRP from the liability associated with using, storing or disposing of hazardous materials imposed by law.

5. Staging Area. There is no staging areas located on the Property available for work on the Mural. The Owner and CRP contemplate that the staging area used to create,

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alter, repair, maintain, restore or remove the Mural will be on the surface parking lot located at 1425 Alice St. (the "Staging Area"), which is contiguous to the Property. CRP represents it has permission to use the Staging Area. All Mural repair, alteration, maintenance, restoration, or removal shall be from the Staging Area.

6. Facade License. Subject to the terms and conditions of this Agreement, Owner grants CRP a temporary, revocable, non-possessory, non-assignable license to access and use the exterior of the south wall of the Parking Structure during the Term ("Facade License") for the sole purpose of creating, altering, maintaining, repairing, restoring, renovating, or removing the Mural in accordance with this Agreement.

7. Limited Property Access. Except as set forth in the Façade License, during and after the Mural's creation, CRP shall not enter the Property or access the Parking Structure to create, alter, maintain, repair, restore, or remove the Mural. CRP shall use only the Staging Area for these activities.

B. Mural Creation Obligations. The creation of the Mural shall be the sole responsibility of CRP, including without limitation (i) funding all costs, fees or assessments associated with creating the Mural, including all materials costs, any employee wages, insurance, and taxes and (ii) obtaining all necessary permits from the City and any other government or quasi-government agency having jurisdiction over the Mural, the Parking Facility or the Property (including, if applicable, any permits or consent related to historic preservation in the City). The following terms and conditions shall also apply to the creation of the Mural:

1. Method of Creating the Mural. CRP may elect to affix the Mural to the wall of the Parking Structure in such a manner as to be removable instead of painting the surface area of the south wall of the Parking Structure. Prior to affixing the Mural to the south wall of the Parking Structure, CRP shall obtain the Owner's written permission as to the means and methods for affixing the Mural to the wall.

2. Completion Date. The Mural shall be deemed completed on the date ("Completion Date") that is the earlier of (i) the date CRP completes the Mural and restores the Property as required, or (ii) thirty (30) days after CRP leaves the Staging Area and restores the Property as required, whether or not the Mural is complete. The Owner shall notify CRP in writing as to the Completion Date.

3. Property Restoration Upon Completion. Upon the completion of the Mural, CRP shall restore the Parking Structure and the Property to substantially the same condition as on the Effective Date except for changes necessitated by the creation of the Mural in accordance with this Agreement.

C. Maintenance and Removal Obligations. After the Completion Date, CRP shall monitor the Mural from time to time and may elect to repair, maintain, alter, restore or remove the Mural in its sole discretion unless otherwise required by this Agreement. CRP shall pay all costs, fees or assessments associated with repairing, altering, maintaining, restoring or

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removing the Mural. The following terms and conditions shall also apply repairing, altering, maintaining, restoring or removing the Mural:

1. Graffiti Abatement. Neither CRP nor the Owner has any obligation under this Agreement to remove any Graffiti defacing the Mural. During the Term, CRP may, at its own cost and expense, remove Graffiti from the Mural and retouch, restore, or refurbish the Mural to its original condition. In the event CRP fails to keep the Mural free of Graffiti and the City issues an abatement order against the Owner under the Graffiti Abatement Ordinance, the Owner shall notify CRP in writing to remove the Graffiti. If CRP does not remove the Graffiti on or before the deadline in the abatement order, the Owner may remove the Graffiti, but shall not be responsible to retouch, restore, or refurbish the Mural to its original condition including, but not limited to, the Mural's design, color scheme, or style. Neither CRP nor any third party claiming associated right from CRP may seek to require the Owner to do more than remove, obscure or paint over the Graffiti.

2. Anti-Graffiti Coating. The Owner shall contribute Two Thousand Dollars (\$2,000) for the Mural's preservation upon CRP commencing the Mural. CRP shall use such contribution solely for the Mural's preservation, including applying anti-graffiti coating to the entire Mural. CRP will use Novacolor Exterior Varnish (hard, satin topcoat for inflexible surfaces) or an equivalent anti-graffiti coating.

3. Removal Terms. CRP and Owner agree that, if and to the extent that the Mural can be removed without causing its destruction, the Mural shall be removed by CRP at its sole cost and expense upon the expiration of the Term. If CRP fails to remove the Mural upon the expiration of the Term, the Owner shall have the unfettered ability to remove, alter or destroy the Mural without any liability to CRP or third party claiming associated right from CRP of any kind whatsoever.

D. No Owner Obligations. Except as set forth in this Agreement, the Owner shall have no obligations with respect to the creation, repair, alteration, maintenance, restoration, or removal of the Mural or with respect to the Alice Street Mural Project generally.

5. Intellectual Property.

A. CRP Representations. CRP represents and warrants that:

1. CRP is the only party who may claim directly or indirectly any intellectual property or moral rights of any kind whatsoever in the Mural ("Mural Intellectual Property"), whether under local, state, or federal law; and

2. The Mural will not infringe any intellectual property rights or violate any other rights of any third party.

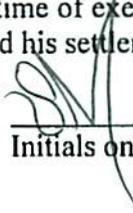
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B. IP License. CRP grants the Owner a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license ("IP License") with respect to the Mural Intellectual Property. The IP License shall expressly include the right of Owner, as otherwise permitted by law to use photographs and other images of the Mural and narratives about the Mural without paying any compensation. The IP License shall survive the expiration or early termination of this Agreement.

C. Waiver and Release. CRP, to the fullest extent allowable by law and for itself, its successors, assigns, any person or entity including an heir, legatee, or personal representative who may enforce CRP's rights directly or indirectly, waives its right to recover from, and forever releases and discharges, and covenants not to sue Owner or the employees, agents and contractors of Owner with respect to any Claims in any way arising from or relating to the Mural Intellectual Property, the IP License or the use or ownership thereof, or any law or regulation applicable thereto, including without limitation any and all rights CRP or any of the Artist Parties may have under the AWCPA, VARA, CAPA, CRRA and CCACPA. As part of the foregoing general release, CRP waives any and all rights that CRP may have under Section 1542 of the California Civil Code, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor."


_____]]
Initials on behalf of CRP

6. Mural Destruction and Replacement.

A. CRP agrees the Mural affixed on the Parking Structure is a temporary artifact.

B. Destruction. The Owner may (i) demolish the south wall of the Parking Structure or (ii) commence any other destruction or removal of the Mural upon written notice CRP ninety (90) days prior to commencing. CRP may remove the Mural during this 90-day period in accordance with general work conditions imposed by Section 4 of this Agreement.

C. Mural Replacement. Should the Property or the Parking Structure be demolished, reconstructed, renovated, developed, or redeveloped, whether in connection with the Redevelopment Project or otherwise, the Owner or the Owner's successor-in-interest will allow CRP, at its sole cost and expense, to recreate the Mural or create a new mural in the same location of the Property (the "New Mural"). The New Mural shall remain subject to the provisions of this agreement, including, but not limited to, Section 4 and 5 of this Agreement. Provided, however, CRP may not create a New Mural unless (i) CRP creates the New Mural within three (3) years after the Redevelopment Project's completion or (ii) CRP is in default under this Agreement.

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7. Redevelopment Project Support.

A. Demolition, Reconfiguration, Development or Redevelopment Support. CRP will not take any action or inaction to prevent, hinder, threaten, or oppose the Redevelopment Project or the Owner's effort to obtain entitlements for the Redevelopment Project.

B. Third Party Opposition. CRP agrees not to become directly or indirectly involved in supporting others who may seek to hinder, oppose, or object to the Owner obtaining entitlements for the Redevelopment Project.

8. Compliance with Law. CRP shall perform all its obligations under this Agreement in compliance with all federal, state and local laws, regulations, and rules including, but not limited to, (i) laws regarding minimum or prevailing wages and benefits, (ii) laws governing health and safety, (iii) environmental and hazardous materials laws and (iv) applicable permitting and licensing laws.

9. Insurance and Indemnification.

A. Liability. Owner shall have no liability for any bodily injury, death, personal injury or property damage directly or indirectly caused by CRP while creating, maintaining, repairing, altering, restoring or removing the Mural.

B. Insurance. CRP shall provide at its sole cost and expense public liability, property damage, advertising liability and workers' compensation coverage in amounts reasonably acceptable to Owner in order to insure (i) the Mural's creation, maintenance, repair, alteration, renovation and removal and (ii) the indemnification obligations of CRP under this Agreement.

C. Insurance Requirements. CRP covenants and agrees to carry and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for:

i. Public Liability and Property Damage. Public liability, personal injury and property damage insurance (including any required umbrella coverage) providing, for any single covered event, a limit of not less than Two Million Dollars (\$2,000,000.00) insuring against any and all liability of the insured with respect to the Property and Parking Structure or arising out of the creation, repair, maintenance, alteration, restoration or removal of the Mural. The liability insurance obtained by CRP under this provision shall be: (i) primary and non-contributing; (ii) contain cross-liability / severability of interests provision or endorsement; and (iii) insure Landlord against Tenant's performance under Section 9-E of this Agreement, if the matters giving rise to the indemnity result from the negligence of CRP or CRP's agents, contractors, employees, invitees

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and servants; and (iv) the broadest available form of contractual liability coverage for the CRP's indemnification obligations under this Agreement.

ii. Policy Form.

a. All policies of insurance provided for herein shall be issued by insurance companies with general policyholders' rating of not less than A and financial rating of at least XII as rated in the most current available "Best's Insurance Reports" and admitted to do business in the State of California.

b. Policies shall be issued in the name of CRP, Owner and such other persons or firms as Owner specifies from time to time shall be named as additional insureds, and the policies shall contain a cross-liability endorsement. Such policies shall be for the mutual and joint benefit and protection of CRP and Owner and others hereinabove mentioned. CRP shall provide authenticated copies of such policies of insurance, required endorsements and the certificates of insurance to Owner ten (10) days prior to beginning the Mural and thereafter within thirty (30) days prior to the expiration of the term of each such policy. CRP's certificate of insurance shall be in the same form or functional equivalent to that contained in **Exhibit C**. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by the CRP in like manner and to like extent. All policies of insurance delivered to the Owner must contain a provision that the company writing said policy will give to Owner twenty (20) days' notice in writing in advance of any cancellation or lapse or the effective date of any reduction in the amounts of insurance.

c. All public liability and property damage policies shall contain a provision that the Owner, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence of Owner.

d. All public liability, property damage and other casualty policies shall be written as primary policies, not contributing with and not in excess of coverage which the Owner may carry. The amounts and coverage of such insurance shall not limit CRP's liability nor relieve CRP of any other obligation under this Agreement. The Owner shall be an additional insured to the full limits of liability insurance purchased by CRP even if those limits of liability are in excess of those required in this Agreement.

e. Policy Deductible / Self-Insured Retention ("SIR") Limit. No CRP insurance policy shall contain a deductible or SIR limit greater than Five Thousand (\$5,000) dollars. Any policy deductible or SIR shall permit the Owner, if necessary, to pay the deductible or SIR to maintain the Owner's liability coverage status as an additional insured.

iii. Subcontractor Insurance. Any subcontractor utilized by CRP shall provide a certificate of insurance and additional insured endorsements with the required policy limits and terms in the same or equivalent format as referenced above.

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iv. CRP's Failure to Obtain or Maintain Insurance. In the event that CRP fails to procure and/or maintain any insurance required by this Agreement, or fails to carry insurance required by law or governmental regulation, Owner, without obligation to do so, at any time or from time to time and without notice, may procure such insurance and pay the premiums therefore, in which event CRP shall repay the Owner all sums so paid by Owner, together with interest at the legal rate of interest, and any incidental costs or expenses incurred by Owner in connection therewith, within ten (10) days following Owner's written demand for such payment.

v. Blanket Policy. Notwithstanding anything to the contrary contained in this paragraph, CRP's obligations to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by CRP provided, however, Owner and others hereinabove mentioned shall be named as additional insureds thereunder as their interests may appear; the coverage afforded the Owner shall not be reduced or diminished by reason of the use of such blanket policy of insurance; and all other requirements set forth herein otherwise shall be satisfied. In addition, CRP shall provide Owner with written notice from the insurer issuing such blanket policy(s) stating the amount of required coverage set forth above is allocated to the Property and Parking Structure.

D. Waiver of Subrogation. All insurance policies shall contain a waiver of subrogation, if permitted, in favor of the Additional Insured.

E. Indemnity. CRP shall indemnify, defend, protect, and hold harmless the Owner, its tenants, agents, managers, employees, trustees, attorneys and representatives from all Claims (i) resulting or arising from a breach or default by CRP under this Agreement, (ii) made by any party in connection with the Intellectual Property, the IP License or the use or ownership thereof, or any law or regulation applicable thereto and (iii) of any kind whatsoever asserted by any of the Artist Parties against Owner provided, however, this indemnity shall not extend to any Claims resulting directly from the gross negligence or willful misconduct of Owner.

F. Indemnity Survival. The indemnification obligations of CRP under this Agreement shall survive the expiration or other termination of this Agreement.

10. Miscellaneous.

A. Notice. Notices or other communications required by this Agreement will be sufficiently made or given if mailed by certified First Class United States mail, postage pre-paid, or by commercial carrier (e.g., FedEx, UPS, etc.) when the carrier maintains receipt or record of delivery, addressed to the address stated below, or to the last address specified in writing by the intended recipient

1. Address for Notice:

MB



Owner: 1993 Borsuk Family Trust, Barbara Jean Borsuk surviving Trustee; and the Sheila Siegel Trust, Sheila Siegel Trustee.

c/o Mark Borsuk, Inc.

1626 Vallejo Street

San Francisco, CA 94123-5116

Attn: Mark Borsuk

Tel: (415) 922-4740

Fax: (415) 922-1485

CRP: Community Rejuvenation Project

2721 60th Avenue

Oakland, CA 94615

Attn: Desi Mundo

Tel: 510-551-1096

Fax: _____

B. No Joint Venture. Nothing contained in the Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the Parties. The relationship between the Parties shall at all times be that of independent contractors. Neither Party shall have authority to contract for or bind the other in any manner whatsoever.

C. No Property Interest. CRP holds no right, title or interest in or to the Property or the Parking Facility. Nothing in this Agreement or the grant of the Façade License set forth herein shall be construed as creating in CRP any right, title or interest in or to the Property.

D. No Recordation. This Agreement shall not be recorded by either Party.

E. Permitted Successor & Assigns. This Agreement may not be transferred or assigned by either Party, whether by agreement or by operation of law, without the express written consent of the other Party. Notwithstanding the foregoing, the Owner shall have the right to assign this Agreement without consent to (i) any purchaser or lessee of all or any portion of the Property or the Parking Structure or (ii) as collateral to any lender holding a first lien mortgage or deed of trust covering the Property.

F. Counsel Review. Each of the Parties hereby represents and warrants that it has been given an opportunity to review the indemnities, disclaimers and waivers set forth in this Agreement with counsel of its own choosing and understands their significance. Owner

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further acknowledges and agrees that the disclaimers and other agreements set forth herein are an integral part of New Avenue's decision to license the Intellectual Property to Owner, and that New Avenue would not license the Intellectual Property to Owner without the indemnities, disclaimers and waivers set forth in this Agreement.

G. Severability. Any provisions of this Agreement that prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof and such other provision shall remain in full force and effect.

H. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California and the parties agree that the venue for any legal action will be proper in the state or federal courts located in Oakland, California.

I. Authority. The two (2) individuals executing this Agreement on behalf of himself or the entity he/she represents warrants that he or she is duly authorized to execute and deliver this Agreement on the entity's behalf.

J. Corporate Resolution. The entity executing this Agreement shall provide the Owner with a duly noticed and valid corporate resolution authoring this Agreement.

K. No Third Party Beneficiary. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third party beneficiary, decree, or otherwise.

L. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same Agreement.

M. Integration. This Agreement contains the entire agreement between the Parties with respect to the Mural and the other matters set forth herein.

Mrs



IN WITNESS WHEREOF, the Parties have executed this Alice Street Mural Project Agreement as of the Effective Date.

OWNER

1993 Borsuk Family Trust

By: Barbara Jean Borsuk

Name: Barbara Jean Borsuk

Title: Trustee

Sheila Siegel Trust

By: _____

Name: Sheila Siegel

Title: Trustee

CRP

Community Rejuvenation Project

By: Executive Director

By:

Name: Sam Mulberry

Name:

Title: Sam Mulberry

Title:

Exhibit A

Mural Photo and Site Plan

[to be attached]

From: Mark Borsuk <mark@borsuk.com>
Subject: Alice St Mural-Sheila: Pls sign attached and return today. Regards,
Date: April 8, 2015 3:49:03 PM PDT
To: Sheila Siegel <shellahsiegel@gmail.com>

1 Attachment: 100 KB

Mark Borsuk
mark@borsuk.com
ORE #00842787
415-822-4740 Office
415-822-1485 FAX
415-284-8384 Cell

IN WITNESS WHEREOF, the Parties have executed this Alice Street Mural Project Agreement as of the Effective Date.

OWNER

1993 Borsuk Family Trust

By: Barbara Jean Borsuk

Name: Barbara Jean Borsuk

Title: Trustee

Sheila Siegel Trust

By: Sheila Siegel

Name: Sheila Siegel

Title: Trustee

CRP

Community Rejuvenation Project

By: Executive Director

By:

Name: Sam Mulberry

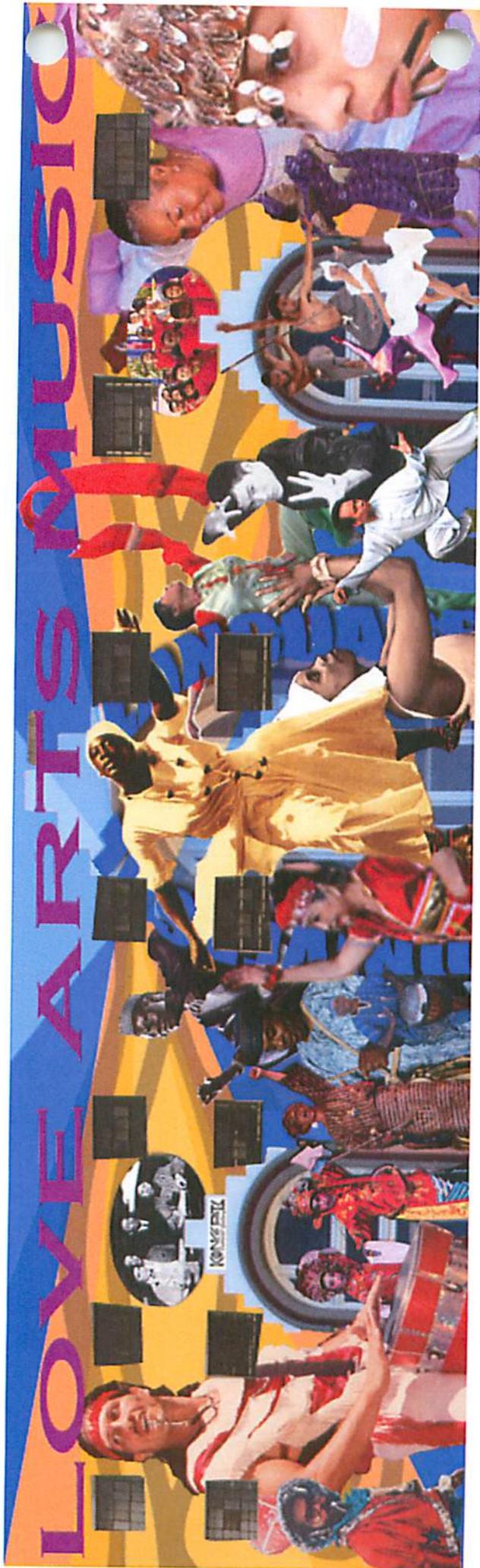
Name:

Title: Sam Mulberry Title:

Exhibit A

Mural Photo and Site Plan

[to be attached]



MB

Exhibit B
Consent Letter

To: Community Rejuvenation Project and [Owner Entity]:

From: [Insert Name of Individual]

Re: Consent to Appear in the Alice Street Mural Project

To whom it may concern:

1. I knowingly and willingly give permission to use my depiction identified as [#__] in the attached rendering for use in the proposed mural on the 1443 Alice St. building's south façade (the "Property").

2. I understand the mural is temporary, and a new building at the Property will likely destroy the mural.

3. I understand the property owner may permit a new mural similar in size and location on the south façade should the Property be demolished, reconstructed, renovated, developed, or redeveloped.

4. I knowingly and willingly give my permission to use my depiction should there be a new mural, as referenced above.

5. I understand that the parties named above will rely on my consent in connection with creating and maintaining the mural at the Property.

Signature



Consent Letter

To: Community Rejuvenation Project and (Owner Entity):

From: (Your Name) *Halifu Osumare*

Re: Consent to Appear in the Alice Street Mural Project

To whom it may concern:

1. I knowingly and willingly give permission to use my depiction identified as *Halifu Osumare* in the attached rendering for use in the proposed mural on the 1443 Alice St. building's south facade (the "Property").
2. I understand the mural is temporary, and a new building at the Property will likely destroy the mural.
3. I understand the property owner may permit a new mural similar in size and location on the south facade should the Property be demolished, reconstructed, renovated, developed or redeveloped.
4. I knowingly and willingly give my permission to use my depiction should there be a new mural, as referenced above.
5. I understand that the parties named above will rely on my consent in connection with creating and maintaining the mural at the Property.

Halifu Osumare

Signature

Halifu Osumare

Print Name

1495 Danbrook Dr., Sacramento, CA 95835

Consent Letter

To: Community Rejuvenation Project and (Owner Entity):

From: (Your Name) CK Ladzeko

Re: Consent to Appear in the Alice Street Mural Project

To whom it may concern:

1. I knowingly and willingly give permission to use my depiction identified as CK Ladzeko in the attached rendering for use in the proposed mural on the 1443 Alice St. building's south facade (the "Property").
2. I understand the mural is temporary, and a new building at the Property will likely destroy the mural.
3. I understand the property owner may permit a new mural similar in size and location on the south facade should the Property be demolished, reconstructed, renovated, developed or redeveloped.
4. I knowingly and willingly give my permission to use my depiction should there be a new mural, as referenced above.
5. I understand that the parties named above will rely on my consent in connection with creating and maintaining the mural at the Property.

Signature



Print Name

CK Ladzeko

March 26, 2015

Consent Letter

To: Community Rejuvenation Project and (Owner Entity):

From: (Your Name)

Re: Consent to Appear in the Alice Street Mural Project

To whom it may concern:

1. I knowingly and willingly give permission to use my depiction identified as Mosheh Milon in the attached rendering for use in the proposed mural on the 1443 Alice St. building's south facade (the "Property").
2. I understand the mural is temporary, and a new building at the Property will likely destroy the mural.
3. I understand the property owner may permit a new mural similar in size and location on the south facade should the Property be demolished, reconstructed, renovated, developed or redeveloped.
4. I knowingly and willingly give my permission to use my depiction should there be a new mural, as referenced above.
5. I understand that the parties named above will rely on my consent in connection with creating and maintaining the mural at the Property.

Mosheh Milon

Signature

Mosheh Milon

Print Name

4-3-15

Date

Original Date

To: Community Rejuvenation Project and (OWA) (EUB)

From: (Your Name) *Walter D. Smith*

Re: Consent to Appear in the Albee Street Mural Project

To whom it may concern:

1. I knowingly and willingly give permission to *Walter D. Smith* as identified in the attached letter to install the proposed mural on the 1130 Albee St. building on the south facade of the property.
2. I understand the mural is temporary and a new building at the property will likely destroy the mural.
3. I understand the property owner may permit a new mural similar to the one on location on the south facade should the property be demolished, reconstructed, renovated, developed or redeveloped.
4. I knowingly and willingly give my consent to use my depiction in the new mural, as referenced above.
5. I understand that the parties named above will rely on my consent in connection with creating and maintaining the mural on the property.

Walter D. Smith
 Signature

Walter D. Smith
 If that is not you



Zak Diouf

Naomi Diouf

Moshé Nilan

CK Ladzekpo

Halife Osomare

Subject found image with identified individuals
From "Image 1 of 1" - spencer@stanford.edu
Date: 4/7/2015 12:21 PM

The last image was spencer@stanford.edu
CC: spencer@stanford.edu

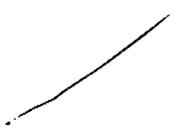
Hi Spencer,

I've requested you to send me the document attached to the image for the last part of the email with the names of the people in the image. You have received release for each of these individuals.

Thank you,

Spencer

----- Forwarded message -----



Print Name

Date

Exhibit C
Certificate of Insurance

A handwritten signature in blue ink, consisting of stylized, overlapping letters that appear to be 'SM' or similar initials.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/2/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cook, Disharoon & Greathouse, Inc. 1900 Embarcadero Suite 206 Oakland CA 94606	CONTACT NAME: Christian Rideout	
	PHONE (A/C, No. Ext): (510) 437-1900	FAX (A/C, No.): (510) 437-1979
E-MAIL ADDRESS: crideout@cdginsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Nonprofits Insurance Alliance		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: CL154200727 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR: INSD: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X Y	201428457NPO	8/16/2014	8/16/2015	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:					MED EXP (Any one person) \$ 20,000
	AUTOMOBILE LIABILITY					PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				PRODUCTS - COMPOP AGG \$ 2,000,000
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				COMBINED SINGLE LIMIT (Ea accident) \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				BODILY INJURY (Per person) \$
	DED RETENTION \$					BODILY INJURY (Per accident) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	N/A			PROPERTY DAMAGE (Per accident) \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Alice Street Mural Project

CERTIFICATE HOLDER Mark Borsuk, Inc. 1626 Vallejo Street San Francisco, CA 94123-5116	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Christian Rideout/NW
---	--

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COMMENTS/REMARKS

Mark Borsuk, Inc.; the 1993 Borsuk Family Trust, Barbara Jean Borsuk surviving Trustee; the Sheila Siegel Trust, Sheila Siegel Trustee; and Community Rejuvenation Project are Additional Insured under General Liability per attached endorsement #CG2010 07/04, when required in a written contract between the Named Insured and Additional Insured. Waiver of Subrogation applies to General Liability per attached endorsement #NIAC - E26 10 14.
General Liability is Primary and Non-Contributory per attached endorsement #CG0001 07/98.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Type here



A Head for Insurance. A Heart for Nonprofits.

NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA (NIAC)

www.insurancefornonprofits.org

POLICY CHANGE
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPANY: Nonprofits Insurance Alliance of California (28457)
POLICY NUMBER: 2014-28457-NPO
NAMED INSURED: Higher Gliffs, Inc.; Community Rejuvenation Project
POLICY CHANGE EFFECTIVE: 04/03/2015
COVERAGE PART AFFECTED: COMMERCIAL GENERAL LIABILITY
POLICY CHANGE#: 3

Form NIAC-E26/05 14 Waiver of Transfer of Recov. Rights, is hereby added to the policy.

All other terms, limits and conditions remain the same.

ADDITIONAL PREMIUM: \$0
RETURN PREMIUM: \$0
TOTAL PREMIUM: \$0

Handwritten signature of Pamela C. Q.

AUTHORIZED SIGNATURE

04/03/2015

(00233)



A Head for Insurance. A Heart for Nonprofits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SOCIAL SERVICES PROFESSIONAL LIABILITY ENDORSEMENT
IMPROPER SEXUAL CONDUCT LIABILITY COVERAGE FORM
BUSINESS AUTO COVERAGE FORM

We waive any right of recovery we may have against the person or organization shown in the schedule below because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization. The waiver applies only to the person or organization shown in the schedule.

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

Mark Borsuk, Inc.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

Joinder Agreement – Alice Street Mural

The undersigned (the "Artist") hereby agrees, effective as of the date hereof, to become a party to Section 5.C. (Waiver and Release) of that certain Alice Street Mural Project Agreement (the "Agreement") dated as of _____, 2015, by and between Higher Gliffs, Inc. (EIN 36-4319738), a California non-profit corporation, DBA, the Community Rejuvenation Project ("CRP") and the 1993 Borsuk Family Trust, Barbara Jean Borsuk surviving Trustee and the Sheila Siegel Trust, Sheila Siegel Trustee ("Owner"). The undersigned further confirms that for all purposes of the Agreement, the undersigned shall be included within the term "Artist Parties" (as defined in the Agreement). Terms that are capitalized herein but are not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

For the avoidance of doubt, Artist agrees, to the fullest extent allowable by law and for itself, its successors, assigns, any person or entity including an heir, legatee, or personal representative who may enforce Artist's rights directly or indirectly, waives its right to recover from, and forever releases and discharges, and covenants not to sue Owner or the employees, agents and contractors of Owner with respect to any claims of damages, loss, demands, judgments, liability, suits, costs or expenses, including reasonable attorney and expert fees, in any way arising from or relating to the intellectual property or moral rights of any kind whatsoever in the Mural, the IP License (as defined in the Agreement) or the use or ownership thereof, or any law or regulation applicable thereto, including without limitation any and all rights Artist may have under the Architectural Works Copyright Protection Act, Visual Artists Rights Act, California Art Preservation Act, California Resale Royalties Act, and California Cultural and Artistic Creations Preservation Act. As part of the foregoing general release, Artist waives any and all rights that Artist may have under Section 1542 of the California Civil Code, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor."

Dated: 4-1, 2015


(Signature)

Desi Mundo (Sam Mulberry)
(Name)

Joinder Agreement – Alice Street Mural

The undersigned (the "Artist") hereby agrees, effective as of the date hereof, to become a party to Section 5.C. (Waiver and Release) of that certain Alice Street Mural Project Agreement (the "Agreement") dated as of _____, 2015, by and between Higher Gliffs, Inc. (EIN 36-4319738), a California non-profit corporation, DBA, the Community Rejuvenation Project ("CRP") and the 1993 Borsuk Family Trust, Barbara Jean Borsuk surviving Trustee and the Sheila Siegel Trust, Sheila Siegel Trustee ("Owner"). The undersigned further confirms that for all purposes of the Agreement, the undersigned shall be included within the term "Artist Parties" (as defined in the Agreement). Terms that are capitalized herein but are not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

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"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor."

Dated: 4-1-15, 2015


(Signature)

Pancho Peskador
(Name)

**Community Rejuvenation Project/Higher Gliffs, Inc Directors
Resolution for
Alice Street Phase II Contract with Landowner**

**Authorizing the Execution of a Landowner Permission Agreement
with the 1993 Borsuk Family Trust**

Whereas, the Agreement pursuant to Terms and Conditions for determination of project permission of mural placement at 1439-1443 Alice Street, Oakland, CA; and

Whereas, the conditions established within the Agreement and approval of the terms and conditions of said agreements;

Now, therefore, be it resolved that the Board of Directors of Community Rejuvenation Project/Higher Gliffs, Inc:

- 1. Higher Gliffs, Inc authorizes the Executive Director to sign the Agreement for the pursuant of permission for the placement of a mural on the Owner's Property as part of the Alice Street Mural Project Phase II.**
- 2. Agrees to the terms and conditions of the Alice Street Mural Project Agreement; and**
- 3. Authorizes the following people to act as representatives of Community Rejuvenation Project/Higher Gliffs and to negotiate and execute all agreements and/or invoices necessary to comply with the Agreement: Sam Mulberry (Desi Mundo) Executive Director**

Approved and Adopted on the _____ day of March 10, 2015.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the Earth Island Institute Board of Directors:

Ayes 3 Noes 0 Absent 0



**Doria Robinson, President
Board of Directors**

3/20/15

Date

Community Rejuvenation Project/Higher Gliffs, Inc