Attachment 3

Ground Lease Forms –

West Gateway; Central and East Gateways

[See attached]

ARMY BASE GATEWAY REDEVELOPMENT PROJECT

GROUND LEASE
FOR
[CENTRAL GATEWAY OR EAST GATEWAY, AS APPLICABLE]

between

THE CITY OF OAKLAND

("City" or "Landlord")

and

[PROLOGIS CCIG OAKLAND GLOBAL, LLC OR OTHER ENTITY APPROVED BY CITY PURSUANT TO LDDA]

("Developer" or "Tenant")

Dated as of _____, 20_____

MOS 10/16/12 10/16/12

TABLE OF CONTENTS

ARTICLE 1. PREMISES; TERM 2

1.1 Premises 2

1.2 Term of Lease. 4

1.3 Definitions 4

1.4 Relationship of Lease to LDDA 4

1.5 Grant of Railroad Access and Other Ancillary Rights 4

1.6 Reserved Easements and Other Post-Commencement Date Title Matters. 6

ARTICLE 2. RENT 7

2.1 Tenant's Covenant to Pay Rent 7

2.2 Base Rent. 7

2.3 Manner of Payment 11

2.4 No Abatement or Setoff 12

2.5 Interest on Delinquent Rent 12

2.6 Late Charges 12

2.7 Additional Rent 12

2.8 Net Lease 12

2.9 Security Deposit 13

ARTICLE 3. USES 14

3.1 Permitted Uses of Premises 14

3.2 Advertising and Signs 14

3.3 Limitations on Uses by Tenant. 15

3.4 Premises Must Be Used 16

ARTICLE 4. TAXES AND OTHER IMPOSITIONS 16

4.1 Payment of Possessory Interest, Taxes and Other Impositions. 16

4.2 Landlord's Right to Pay 17

4.3 Right of Tenant to Contest Impositions and Liens 18

4.4 Landlord's Right to Contest Impositions 18

ARTICLE 5. COMPLIANCE WITH LAWS 19

5.1 Compliance with Laws and Other Requirements 19

5.2 Regulatory Approvals. 20

ARTICLE 6. IMPROVEMENTS 22

6.1 Scope and Timing of Initial Improvements (Minimum Project). 22
6.2 Other Requirements for Initial Improvements 25
6.3 Landlord's Right to Approve Additional Construction. 29
6.4 Minor Alterations 30
6.5 Tenant Improvements 31
6.6 Title to Improvements 31
ARTICLE 7. MANAGEMENT; REPAIR AND MAINTENANCE 31
7.1 Management and Operating Covenants 31
7.2 Tenant's Duty to Maintain 31
7.3 Costs of Repairs, Etc. 32
ARTICLE 8. UTILITY SERVICES 32
8.1 Utility Services 32
ARTICLE 9. DAMAGE OR DESTRUCTION 33
9.1 Definitions 33
9.2 General; Notice; Waiver. 34
9.3 Rent after Damage or Destruction 34
9.4 Tenant's Obligation to Restore. 34
9.5 Rights of Landlord. 37
9.6 Tenant's Election to Restore or Partially Terminate Lease Under Certain Circumstances. 38
9.7 Effect of Partial Termination 40
9.8 No Release of Tenant's Obligations 41
9.9 Benefit of Landlord. 41
ARTICLE 10. CONDEMNATION 41
10.1 Definitions 41
10.2 General 42
10.3 Notice 42
10.4 Waiver 42
10.5 Total Condemnation 43
10.6 Substantial Condemnation. 43
10.7 Partial Condemnation 44
10.8 Allocation of Condemnation Award. 44

10.9 Condemnation Restoration. 46
10.10 Temporary Condemnation 49
10.11 Relocation Benefits, Personal Property 49
10.12 Benefit of Landlord 49
10.13 Landlord's Power of Eminent Domain 49
ARTICLE 11. LIENS 49
11.1 Liens 49
11.2 Mechanics' Liens 50
ARTICLE 12. ASSIGNMENT AND SUBLETTING 50
12.1 Assignment and Transfer 50
12.2 Assignment of Sublease Rents 57
12.3 Permitted Transfers without Landlord Consent. 57
12.4 Subletting by Tenant. 57
12.5 Non-Disturbance of Subtenants, Attornment, Sublease Provisions. 58
12.6 New Lease; Amendment to this Lease 59
12.7 Subdivision 60
ARTICLE 13. INDEMNIFICATION OF LANDLORD 60
13.1 Indemnification of Landlord 60
13.2 Immediate Obligation to Defend 61
13.3 Not Limited by Insurance 61
13.4 Survival 61
13.5 Other Obligations 61
13.6 Defense 61
13.7 Release of Claims Against Landlord 62
ARTICLE 14. INSURANCE 62
14.1 Tenant Insurance Requirements 62
ARTICLE 15. HAZARDOUS MATERIALS. 62
15.1 City's Disclosure 62
15.2 Developer Responsibilities during Term 64
15.3 Army-Retained Conditions 64
15.4 Regulatory Reopeners; City and Developer Responsibilities 64
15.5 Remediation; City and Developer Coordination 65

ARTICLE 16. DELAY DUE TO FORCE MAJEURE 69
16.1 Delay Due to Force Majeure 69
ARTICLE 17. LANDLORD'S RIGHT TO PERFORM TENANT'S COVENANTS 69
17.1 Landlord May Perform in Emergency 69
17.2 Landlord May Perform Following Tenant's Failure to Perform 69
17.3 Tenant's Obligation to Reimburse Landlord 70
ARTICLE 18. EVENTS OF DEFAULT; TERMINATION 70
18.1 Events of Default. 70
18.2 Special Provisions Concerning Mortgagees and Events of Default. 71
18.3 Special Cure Rights. 71
ARTICLE 19. REMEDIES 72
19.1 Landlord's Remedies Generally. 72
19.2 Right to Keep Lease in Effect. 72
19.3 Right to Terminate Lease 73
19.4 Continuation of Subleases and Other Agreements. 74
ARTICLE 20. EQUITABLE RELIEF 75
20.1 Landlord's Equitable Relief. 75
20.2 Tenant's Equitable Relief. 75
ARTICLE 21. NO WAIVER 75
21.1 No Waiver by Landlord or Tenant. 75
21.2 No Accord or Satisfaction. 75
ARTICLE 22. DEFAULT BY LANDLORD; TENANT'S REMEDIES 75
22.1 Default by Landlord; Tenant's Exclusive Remedies. 75
ARTICLE 23. TENANT'S RECOURSE AGAINST LANDLORD 76
23.1 No Recourse Beyond Value of Property Except as Specified. 76
23.2 No Recourse Against Specified Persons. 76
ARTICLE 24. LIMITATIONS ON LIABILITY 76
24.1 Waiver of Consequential Damages. 76
24.2 Limitation on Landlord Liability Upon Transfer. 77
24.3 No Recourse Against Specified Persons. 77
24.4 No Landlord Liability. 77
24.5 No Liability for Actions of ORA. 77

ARTICLE 25. ESTOPPEL CERTIFICATES BY TENANT 78
25.1 Estoppel Certificate by Tenant. 78
ARTICLE 26. ESTOPPEL CERTIFICATES BY LANDLORD 78
26.1 Estoppel Certificate by Landlord. 78
ARTICLE 27. APPROVALS BY LANDLORD 79
27.1 Approvals by Landlord. 79
27.2 Fees for Review. 79
ARTICLE 28. NO MERGER OF TITLE 79
28.1 No Merger of Title. 79
ARTICLE 29. QUIET ENJOYMENT 79
29.1 Quiet Enjoyment. 79
ARTICLE 30. SURRENDER OF PREMISES 80
30.1 End of Lease Term. 80
ARTICLE 31. HOLD OVER 81
31.1 No Right to Hold Over. 81
31.2 No Right to Relocation Assistance. 81
31.3 Transition. 81
ARTICLE 32. NOTICES 82
32.1 Notices. 82
32.2 Form and Effect of Notice. 83
ARTICLE 33. INSPECTION OF PREMISES BY LANDLORD 83
33.1 Entry. 83
33.2 Exhibit for Lease. 84
33.3 Notice, Right to Accompany. 84
33.4 Rights of Subtenants. 84
ARTICLE 34. MORTGAGES 84
34.1 No Mortgage Except as Set Forth Herein. 84
34.2 Leasehold Liens. 85
34.3 Notice of Liens. 85
34.4 Limitation of Mortgages. 85
34.5 Interest Covered by Mortgage. 88
34.6 Qualified Lender. 88

34.7 Rights Subject to Lease. 88
34.8 Required Provisions of any Mortgage. 89
34.9 Notices to Mortgagee. 89
34.10 Mortgagee's Right to Cure. 90
34.11 Transfer of Mortgage. 94
34.12 Appointment of Receiver. 94
ARTICLE 35. NO JOINT VENTURE 94
35.1 No Joint Venture. 94
ARTICLE 36. REPRESENTATIONS AND WARRANTIES 94
36.1 Representations and Warranties of Tenant. 94
36.2 Landlord Representations and Warranties. 96
ARTICLE 37. SPECIAL PROVISIONS 97
37.1 Non-Discrimination. 97
37.2 Mitigation Measures. 97
37.3 Alcohol, Firearms, Tobacco Product Advertising Prohibition. 97
37.4 Waiver of Relocation Assistance Rights. 98
37.5 Campaign Contribution Limits. 98
37.6 Community Benefits 98
37.7 Other Requirements. 98
ARTICLE 38. GENERAL 98
38.1 Time of Performance. 98
38.2 Interpretation of Agreement. 99
38.3 Successors and Assigns. 99
38.4 No Third Party Beneficiaries. 100
38.5 Real Estate Commissions. 100
38.6 Counterparts; Facsimiles. 100
38.7 Entire Agreement. 100
38.8 Amendment. 100
38.9 Governing Law; Selection of Forum. 100
38.10 Recordation. 100
38.11 Extensions by Landlord. 101
38.12 Further Assurances. 101

38.13 Attorneys' Fees. 101
38.14 Lease Effectiveness. 102
38.15 Severability; Survival. 102
38.16 Cooperation in the Event of Legal Challenge. 102
38.17 Incident Management, Notifications and Reports. 102
38.18 Books and Records and Inspection. 102
38.19 Public Disclosure. 103
38.20 Dispute Disclosure. 104
ARTICLE 39. RIGHT OF FIRST REFUSAL 104
39.1 Grant of Right 104
ARTICLE 40. DEFINITION OF CERTAIN TERMS 104

GROUND LEASE
FOR
[CENTRAL GATEWAY OR EAST GATEWAY, AS APPLICABLE]

THIS GROUND LEASE (this "Lease") is entered into on _____, 2012 by and between the CITY OF OAKLAND, a municipal corporation **[and _____ IF APPLICABLE, ADD ANY OTHER NECESSARY CAPACITY OF CITY]** (the "City" or "Landlord"), and **PROLOGIS CCIG OAKLAND GLOBAL, LLC,** a Delaware limited liability company qualified to transact business in California **[OR SUCH OTHER ENTITY APPROVED BY CITY PURSUANT TO LDDA]** (the "Developer" or "Tenant"). Landlord (or City) and Tenant (or Developer) are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

THIS LEASE IS MADE WITH REFERENCE TO THE FOLLOWING FACTS AND CIRCUMSTANCES:

A. These Recitals refer to and use certain capitalized terms that are defined in Article 40 of this Lease.

B. City is the owner of that certain real property located in a portion of the former Oakland Army Base, comprised of approximately **[42.5 for Central Gateway; 30.33 for East Gateway]** acres of land, improvements, and appurtenances, and commonly referred to by the Parties as **[the Central Gateway or East Gateway, as applicable]**.

C. City and Developer (or an Affiliate of Developer) have executed that certain Lease Disposition and Development for the Army Base Gateway Redevelopment Project, dated _____, 2012 (the "LDDA"), which provides, among other things, for the execution and delivery by the Parties, upon satisfaction of conditions precedent set forth therein, of a ground lease by City to Developer (or an Affiliate of Developer) of **[the Central Gateway or East Gateway, as applicable]** (the "Phase"), and the development thereon of certain improvements consistent with the Scope of Development attached hereto as Exhibit 3.1 and the provisions of this Lease (the "Project").

D. All conditions precedent to the execution and delivery of this Lease, as set forth in the LDDA, have been satisfied or waived by the Parties in accordance with the LDDA, except as otherwise expressly provided in the LDDA.

E. This Lease is being made in conformance with and pursuant to the authority given to the City in the City Charter. The conveyance by ground lease of the Phase to the Developer was authorized by Council Ordinance No. 13131 C.M.S., dated July 3, 2012, and by Oakland Redevelopment Successor Agency ("ORSA") Resolution No. 2012-006 C.M.S., dated October 2, 2012.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and mutual obligations contained in this Lease, and in reliance on Tenant's representations and warranties set forth herein, Landlord and Tenant hereby agree as follows:

ARTICLE 1. PREMISES; TERM

1.1 Premises.

1.1.1 Lease of Premises; Description. For the Rent and subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the real property in the City of Oakland, California, located in the Phase, comprised of approximately **[42.5 for Central Gateway; 30.33 for East Gateway]** acres, as more particularly described and depicted in Exhibit 1.1.1-A attached hereto (the "Property" or "Central Gateway Property") **[or]** (the "Property" or "East Gateway Property"). The Property includes the land and all Existing Improvements, together with all rights, privileges and easements appurtenant to the Property and owned by Landlord. The Property also is generally depicted as the **[Central Gateway or East Gateway, as applicable]** on the Site Plan attached hereto as Exhibit 1.1.1-B. The Property, all Existing Improvements, and any and all other Improvements hereafter located on the Property at any time during the Term are collectively referred to in this Lease as the "Premises." Notwithstanding any provision herein to the contrary, the Property and the Premises do not include: (i) the AMS Site; and (ii) any dedicated public rights of way (or rights of way offered for public dedication) within the Phase.

1.1.2 Permitted Title Exceptions. The leasehold interest granted by Landlord to Tenant pursuant to Section 1.1.1 is subject to (i) the matters reflected in Exhibit 1.1.2 (the "Approved Exceptions"); (ii) any deed restrictions required by the LDDA or applicable Law to be recorded against the Property; (iii) any Regulatory Approvals required by applicable Law to be recorded against the Property as a result of the development and activities permitted by the LDDA and this Lease; (iv) those new items that Landlord may grant to third parties pursuant to Section 1.6; and (v) other matters as Tenant shall cause or suffer to arise subject to the terms and conditions of this Lease (the Approved Exceptions and other items described in preceding clauses (ii)-(v) are collectively referred to in this Lease as the "Permitted Title Exceptions"). Upon Tenant's written request to Landlord prior to the commencement of construction of the Initial Improvements for a portion of the Premises, and at Tenant's sole expense, Landlord shall reasonably cooperate with Tenant in Tenant's efforts to secure the relocation of any easements, of record as of the Commencement Date and in favor of public utilities or other third parties, that Tenant has established to Landlord's reasonable satisfaction will unreasonably interfere with Tenant's Permitted Uses of the Premises; provided that such cooperation shall under no circumstances include the institution, prosecution or joinder in any claims or litigation against the holder of any such easement.

1.1.3 "AS IS WITH ALL FAULTS". TENANT AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ARTICLE 15, THE PREMISES ARE BEING LEASED BY LANDLORD, AND ARE HEREBY ACCEPTED BY TENANT, IN THEIR EXISTING STATE AND CONDITION, "AS IS, WITH ALL FAULTS." TENANT ACKNOWLEDGES AND AGREES THAT NEITHER LANDLORD, CITY, NOR ANY OF THE OTHER INDEMNIFIED PARTIES, NOR ANY AGENT OF ANY OF THEM, HAS

MADE, AND THERE IS HEREBY DISCLAIMED, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, WITH RESPECT TO THE CONDITION OF THE PREMISES, THE SUITABILITY OR FITNESS OF THE PREMISES OR ANY APPURTENANCES THERETO FOR THE DEVELOPMENT, USE OR OPERATION OF THE PROJECT, THE COMPLIANCE OF THE PREMISES OR THE PROJECT WITH ANY LAWS, ANY MATTER AFFECTING THE USE, VALUE, OCCUPANCY OR ENJOYMENT OF THE PREMISES, OR, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS LEASE, WITH RESPECT TO ANY OTHER MATTER PERTAINING TO THE PREMISES OR THE PROJECT.

As part of its agreement to accept the Premises in its "As Is With All Faults" condition, Tenant, on behalf of itself and its successors and assigns, shall be deemed to waive any right to recover from, and forever release, acquit and discharge, the Landlord and its Agents of and from any and all Losses, whether direct or indirect, known or unknown, foreseen or unforeseen, that the Tenant may now have or that may arise at any time on account of or in any way be connected with (i) the physical, geotechnical or environmental condition of the Premises, including, without limitation, any Hazardous Materials in, on, under, or above, or about the Premises, except as otherwise expressly set forth in Article 10 or Article 15, and (ii) any Laws applicable to such conditions, including without limitation, Hazardous Material Laws, except as otherwise expressly set forth in Article 15.

In connection with the foregoing release, the Tenant acknowledges that it is familiar with Section 1542 of the California Civil Code, which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Tenant agrees that the release contemplated by this Section includes unknown claims. Accordingly, Tenant hereby waives the benefits of Civil Code Section 1542, or under any other statute or common law principle of similar effect, in connection with the releases contained in this Section. Notwithstanding anything to the contrary in this Lease, the foregoing release shall survive any termination of this Lease.

DEVELOPER:	**CITY:**
PROLOGIS CCIG OAKLAND GLOBAL, LLC, a Delaware limited liability company qualified to transact business in California	CITY OF OAKLAND, a municipal corporation **[and _____ IF APPLICABLE, ADD ANY OTHER NECESSARY CAPACITY OF CITY]**
By: _____ By: _____ By: _____ [NAME] [TITLE]	By: _____ City Administrator

1.1.4 No Subdivision of Property. Except as otherwise expressly provided in Sections 12.1.4.9 and 12.7, Developer shall have no right to subdivide the Property or the Premises without Landlord's prior written consent in its sole and absolute discretion.

1.2 Term of Lease. Subject to the Parties' execution of this Lease, the effectiveness of this Lease shall commence on the date written on the first page of this Lease (the "Commencement Date") and Landlord shall deliver to Tenant possession of the Premises on the Commencement Date. The Lease shall expire on the date that is sixty-six (66) years thereafter, unless earlier terminated by subsequent mutual written agreement of the Parties or otherwise in accordance with this Lease. The period from the Commencement Date until the expiration or any such earlier termination, of this Lease is referred to herein as the "Term."

1.3 Definitions. All initially capitalized terms used herein are defined in Article 40 or have the meanings given them when first defined.

1.4 Relationship of Lease to LDDA. This Lease establishes the rights and obligations of Tenant and Landlord hereunder during the Term, but does not serve to relieve or release the Parties from any of their respective rights, obligations and liabilities under the LDDA with respect to the **[Central Gateway Lease or East Gateway Lease, as applicable (whichever is not within this Lease)]** or the West Gateway and arising at any time under the LDDA prior to the close of escrow thereunder for the **[Central Gateway Lease or East Gateway Lease, as applicable (whichever is not within this Lease)]** or the West Gateway Lease, respectively. In the event of any conflict or inconsistency between this Lease and the LDDA with respect to the Premises or the lease, development, use or occupancy thereof, the provisions of this Lease shall control over any such inconsistent or conflicting provisions of the LDDA.

1.5 Grant of Railroad Access and Other Ancillary Rights. Landlord hereby grants to Tenant, for the Term of this Lease (or portion thereof specified in this Section 1.5), the following rights:

1.5.1 Railroad R/O/W Property and Railroad Crossings. Subject to and in accordance with the terms and conditions of this Lease and the EBMUD MOA and the West Gateway Lease with respect (and to the extent applicable) to the Railroad R/O/W Property and

Railroad Crossings as described in Exhibit 1.5.1 attached hereto, Tenant shall have a non-exclusive right, exercisable at any time during the Term that the West Gateway Lease (including the Railroad R/O/W Property as part of the premises thereunder) is in effect and the Railroad R/O/W Property and Railroad Crossings have been improved with operable and accessible railroad tracks and related equipment pursuant to the West Gateway Lease, to access and use the Railroad R/O/W Property and Railroad Crossings during the Term for rail access to and from the Premises in connection with the Permitted Uses. Tenant's right under the preceding sentence shall terminate upon expiration or earlier termination of this Lease. Tenant acknowledges that, pursuant to the West Gateway Lease, the tenant thereunder shall be leased the Railroad R/O/W Property and shall be granted a similar non-exclusive right to access and use the Railroad Crossings for rail access, and pursuant to the **[East Gateway Lease or Central Gateway Lease, as applicable (whichever is not within this Lease)]**, the tenant thereunder shall be granted a similar non-exclusive right to access and use the Railroad R/O/W Property and Railroad Crossings for rail access. Tenant shall cooperate with such other tenants in order to ensure the safe and orderly use of the Railroad R/O/W Property and Railroad Crossings under this Lease, the **[East Gateway Lease or Central Gateway Lease, as applicable (whichever is not within this Lease)]**, the EBMUD MOA and the West Gateway Lease; provided, however, that the foregoing cooperation obligation of Tenant (or any failure by Tenant to so cooperate) and such cooperation by such other tenants (or any failure by such other tenants to so cooperate) shall not act to amend or modify this Lease or any such other lease or EBMUD MOA and shall not modify, relieve or release Tenant from any of its obligations hereunder or any such other tenant from any of its obligations under any such other lease or EBMUD MOA.

1.5.2 Port Rail Terminal Access. Subject to and in accordance with the terms and conditions of the Rail Service Agreement and this Lease, Landlord hereby grants to Tenant a non-exclusive right to exercise Landlord's rights to access and use the Port Rail Terminal under the Rail Service Agreement during the Term, on condition that Tenant shall perform Landlord's obligations thereunder with respect to such access and use. Tenant's right under the preceding sentence shall terminate upon expiration or earlier termination of this Lease. Tenant acknowledges that Landlord shall grant a similar non-exclusive right to each of the tenants under, and pursuant to, the **[Central Gateway Lease or East Gateway Lease, as applicable (whichever is not within this Lease)]** and the West Gateway Lease. As of the Commencement Date, the Parties anticipate that Tenant and such other tenants will enter into a separate written agreement between them to provide for the allocation of their relative rights and obligations under the Rail Service Agreement; provided, however, that the existence or absence of any such separate written agreement shall not act to amend or modify this Lease or any such other lease and shall not modify, relieve or release Tenant from any of its obligations hereunder or any such other tenant from any of its obligations under any such other lease.

1.5.3 Easement for Improvements. Landlord hereby grants to Tenant an easement during the Term in Landlord's property located underneath all portions of the Premises for the purpose of installation, repair and maintenance of foundation systems, elevator pits, sump pits, utilities, sub-base materials, pavement and other materials or structures which are part of or reasonably required by Tenant in order to complete and service the Improvements to be constructed by Tenant on the Premises and otherwise reasonably necessary for Tenant to comply with its obligations under Article 15 and other provisions of this Lease. Such easement shall be

appurtenant to and run with the Premises and this Lease, and shall terminate upon expiration or earlier termination of this Lease.

1.6 Reserved Easements and Other Post-Commencement Date Title Matters.

1.6.1 Landlord reserves to itself during the Term the following rights (which shall not be deemed obligations):

1.6.1.1 The right to grant to others easements, licenses, and permits for construction, maintenance, repair, replacement, relocation, and reconstruction, and related temporary access easements, and other easements, in each case, necessary for any utility facilities over, under, through, across, or on the Premises.

1.6.1.2 The right to construct, install, operate, maintain repair and replace any drainage facilities and any other infrastructure improvements and facilities located within or serving the Phase;

1.6.1.3 The right, including the right to grant others, to enter upon the Premises and perform such work as may reasonably be necessary to operate, maintain, repair, improve or access any of the reserved easement areas, to exercise any of Landlord's other rights under this Lease, or in the event of an emergency or as otherwise provided in this Lease.

1.6.2 Prior to exercising any of its rights under Section 1.6.1, Landlord shall give reasonable notice thereof to Tenant (except in the event of an emergency in the reasonable opinion of Landlord). Subject to Tenant's reasonable cooperation with Landlord, the easements reserved for the benefit of Landlord (or its licensees or permittees) in this Section 1.6 shall not unreasonably interfere with Tenant's Permitted Uses of the Premises.

1.6.3 In connection with exercising its reserved easements in this Section 1.6, Landlord shall repair, at no cost to Tenant or its Subtenants, any damage directly caused by work performed by Landlord in connection with the reserved easement, or its licensee's or permittee's (but excluding the repair of any damage caused or exacerbated by Tenant's or its Subtenant's acts or omissions) within thirty (30) calendar days after Landlord's receipt of notice of such damage, provided that if such repair reasonably cannot be completed within thirty (30) calendar days, such period shall be extended as reasonably necessary so long as Landlord diligently completes such repairs.

Upon Tenant's written request to Landlord prior to the commencement of construction of the Initial Improvements for a portion of the Premises, and at Tenant's sole expense, Landlord shall reasonably cooperate with Tenant in Tenant's efforts to secure the relocation, removal, or modification of any easements or other rights described above in this Section 1.6, or any other title matters with respect to the Property caused or permitted by Landlord to first arise following the Commencement Date, that Tenant has established to Landlord's reasonable satisfaction will unreasonably interfere with Tenant's Permitted Uses of the Premises; provided that such cooperation shall under no circumstances include the institution, prosecution or joinder in any claims or litigation against the holder or beneficiary of any such easement or other rights or title matter.

ARTICLE 2. RENT

2.1 Tenant's Covenant to Pay Rent. During the Term of this Lease, Tenant shall pay, in advance, Rent for the Premises to Landlord in the amounts, at the times and in the manner provided in this Article 2 and elsewhere in this Lease.

2.2 Base Rent.

2.2.1 Amount and Time of Payment. Not later than thirty (30) days after the commencement of each calendar quarter during each Lease Year, Tenant shall pay to Landlord, in advance for such quarter, the following amounts ("Base Rent"), which shall be prorated for any partial calendar quarter and shall, in each instance as applicable, be calculated out to the fourth decimal place and, for purposes of payment, shall be rounded to the second decimal place:

2.2.1.1 Lease Years 1-10. For each month during the first ten (10) Lease Years, Tenant shall pay an amount ("Initial Base Rent") equal to the product of $0.0267 per square foot per month multiplied by the total square footage of the Premises. The Parties acknowledge and agree that, for the purpose of calculating Initial Base Rent hereunder, the total square footage of the Premises is _____ square feet **[Note: estimated to be 1,851,190 square feet for Central Gateway or 1,320,999 square feet for East Gateway, but subject to final determination and insert prior to Commencement Date pursuant to Section 6.6.1 of LDDA]** and the Initial Base Rent shall be $_____ **[Note: estimated to be $49,426.77 for Central Gateway or $35,270.67 for East Gateway based upon estimated square footage indicated above, but subject to final determination and insert prior to Commencement Date pursuant to Section 6.6.1 of LDDA]**.

2.2.1.2 Lease Years 11-15. For each month during the eleventh (11th) through the fifteenth (15th) Lease Years (the "First Adjustment Period"), Tenant shall pay an amount (the "First Adjusted Base Rent") equal to the Initial Base Rent as increased pursuant to this paragraph. To calculate the First Adjusted Base Rent, the Initial Base Rent shall be increased by the cumulative and annually compounded percentage increase in the CPI during each of the first ten (10) Lease Years, based upon an Indexed comparison of the last CPI published prior to each Anniversary Date during the first ten (10) Lease Years (in each such instance, a "New 10 YRS CPI") to the CPI published one year prior to the New 10 YRS CPI; provided, however, that, (A) in the event that the Commencement Date of this Lease is after the Outside Lease Date, the Initial Base Rent shall be increased by the cumulative and annually compounded percentage increase in the CPI during each Pre-Lease Year and each of the first ten (10) Lease Years, based upon an Indexed comparison of the last CPI published prior to each Anniversary Date during such period (in each such instance, a "New O/L/D CPI") to the CPI published one year prior to the New O/L/D CPI; and (B) notwithstanding the calculation of such cumulative and annually compounded increase as set forth above in this paragraph, the annual percentage increase in the Base Rent for any such Lease Year or Pre-Lease Year, as applicable, shall in any event be not less than two percent (2%) greater, and not more than three percent (3%) greater, than the Base Rent for the immediately preceding Lease Year or Pre-Lease Year, as applicable. By way of example, but not in modification or limitation, of the foregoing, an example calculation of First Adjusted Base Rent is set forth on Schedule 2.2.1.2.

2.2.1.3 Remaining Term. For each month during each Lease Year following the First Adjustment Period (the "Remaining Term"), Tenant shall pay an amount (the "Remaining Term Base Rent") equal to the First Adjusted Base Rent, subject to increase every five (5) Lease Years during the Remaining Term (each a "5-Year Period") pursuant to this Section 2.2.1.3 (except as otherwise provided in the last paragraph of this Section 2.2.1.3 or in Section 2.2.2.1.3). Effective upon the start of each successive 5-Year Period, the Remaining Term Base Rent shall be increased by the cumulative and annually compounded percentage increase in the CPI during each of the immediately preceding five (5) Lease Years, based upon an Indexed comparison of the last CPI published prior to each Anniversary Date during the preceding 5-Year Period (in each such instance, a "New 5 YRS CPI") to the CPI published one (1) year prior to the New 5 YRS CPI; provided, however, that, notwithstanding the calculation of such cumulative and annually compounded increase as set forth above in this paragraph, the annual percentage increase in the Remaining Term Base Rent for any such Lease Year shall in any event be not less than two percent (2%) greater, and not more than three percent (3%) greater, than the Remaining Term Base Rent for the immediately preceding Lease Year. By way of example, but not in modification or limitation, of the foregoing, an example calculation of adjusted Remaining Term Base Rent is set forth on Schedule 2.2.1.3.

Notwithstanding the preceding provisions of this Section 2.2.1.3, (A) the first "5-Year Period" shall be only four (4) Lease Years and shall expire as of the last day of the nineteenth (19th) Lease Year, and (B) effective as of the first day of the twentieth (20th) Lease Year (and only for the 5-Year Period commencing upon the first day of the twentieth (20th) Lease Year), the Remaining Term Base Rent shall be increased by the cumulative and annually compounded percentage increase in the CPI during each of the immediately preceding four (4) Lease Years, based upon an Indexed comparison of the last CPI published prior to each Anniversary Date during the preceding four (4) Lease Years (in each instance, a "New First 4 YRS CPI") to the CPI published one (1) year prior to the New First 4 YRS CPI; provided, however, that, notwithstanding the calculation of such cumulative and annually compounded increase as set forth above in this paragraph, the annual percentage increase in the Remaining Term Base Rent for any such Lease Year shall in any event be not less than two percent (2%) greater, and not more than three percent (3%) greater, than the Remaining Term Base Rent for the immediately preceding Lease Year.

2.2.2 Fair Market Rent Adjustment.

2.2.2.1 Timing and Amount. In addition to the adjustments to Base Rent set forth in Section 2.2.1, the Base Rent shall be adjusted as set forth in this Section 2.2.2. Effective as of the first day of the twentieth (20th) Lease Year and as of the first day of the fortieth (40th) Lease Year (each, the "FMR Adjustment Date"), the Base Rent in effect immediately prior to the FMR Adjustment Date (each, the "Pre-FMR Adjustment Base Rent") shall be adjusted to an amount (the "FMR Adjusted Base Rent") equal to ninety-five percent (95%) of the Fair Market Rent (as defined in and determined in accordance with Section 2.2.2.2) of the Property as of the applicable FMR Adjustment Date. Notwithstanding the preceding provisions of this Section 2.2.2.1 or any other provision of this Lease to the contrary,

2.2.2.1.1 in no event shall the FMR Adjusted Base Rent under this Section 2.2.2 be less than the Pre-FMR Adjustment Base Rent in effect as of the applicable

FMR Adjustment Date (and as adjusted on such FMR Adjustment Date pursuant to Section 2.2.1.3);

2.2.2.1.2 in no event shall the FMR Adjusted Base Rent under this Section 2.2.2 be greater than an amount equal to the Initial Base Rent as increased each Lease Year, on a cumulative and annually compounded basis, at the rate of four and a half percent (4.5%) for each Lease Year prior to the FMR Adjustment Date; and

2.2.2.1.3 in the event that the FMR Adjusted Base Rent in effect as of the applicable FMR Adjustment Date, determined in accordance with this Section 2.2.2, is less than the Pre-FMR Adjustment Base Rent in effect immediately prior to the applicable FMR Adjustment Date (and prior to any further adjustment on such FMR Adjustment Date pursuant to Section 2.2.1.3), then the Base Rent for the 5-Year Period commencing on the applicable FMR Adjustment Date shall remain equal to the Pre-FMR Adjustment Base Rent in effect immediately prior to the applicable FMR Adjustment Date, without giving effect to any CPI adjustment under Section 2.2.1.3 during such 5-Year Period. The Parties agree that, following application of the provisions of this Section 2.2.2.1.3, the adjustment to Base Rent set forth in Section 2.2.1.3 shall recommence for the balance of the Remaining Term.

2.2.2.2 Fair Market Rent. The Fair Market Rent shall be determined in the manner specified in Section 2.2.2.3 and, as and to the extent applicable, Section 2.2.2.4. As used herein, "Fair Market Rent" means the annual fair market rental value of the Property, which shall be calculated by (i) determining the value of the fee interest in the Property in accordance with the provisions of this Section as of the applicable FMR Adjustment Date, taking into account the Permitted Uses of the Property as specified in Article 3 of this Lease rather than the "highest and best" use of the Property (the "Fair Market Value"), and (ii) determining and applying an appropriate rate of return to the Fair Market Value, taking into account in determining such rate of return the effect of all terms and conditions of this Lease, including but not limited to the remaining Term of this Lease. For purposes of determining the Fair Market Value of the Property (pursuant to clause (i) above), the Parties acknowledge that, without modifying the definition of "Property" set forth in Section 1.1.1, such definition includes all Existing Improvements, but does not include the Initial Improvements or any Additional Improvements hereunder, and also does not include any Subleases or the value of or any rental income from the same. However, the Parties also acknowledge and agree that the Subleases and the value of any rental income from the same shall be considered in determining and applying an appropriate rate of return to the Fair Market Value (pursuant to clause (ii) above) and determining the resulting Fair Market Rent.

2.2.2.3 Agreement on Fair Market Rent. Not later than the date that is one (1) year prior to the applicable FMR Adjustment Date (each, the "FMR Determination Initiation Date"), Landlord and Tenant shall attempt in good faith to agree upon Fair Market Rent for the Property. Landlord and Tenant shall have ninety (90) days from the applicable FMR Determination Initiation Date to agree on the Fair Market Rent ("Negotiation Period") as of the applicable FMR Adjustment Date. If the Parties reach an agreement as to the Fair Market Rent, they shall promptly execute a written instrument to evidence such agreement, and such written instrument shall constitute a conclusive determination of Fair Market Rent for the applicable FMR Adjustment Date.

2.2.2.4 Appraisal. If the Parties have not agreed on the Fair Market Rent during the Negotiation Period, the Fair Market Rent shall be determined by the appraisal procedure set forth below.

2.2.2.4.1 Appointment of Appraisers: Appraisal Instructions. Each Party shall appoint one (1) appraiser within thirty (30) days after the end of the Negotiation Period. Upon selecting its appraiser, each Party shall promptly notify the other Party in writing of the name of the appraiser selected. Each such appraiser shall be competent, licensed, qualified by training and experience in Alameda County, disinterested and independent, and shall be a member in good standing of the Appraisal Institute (MAI), or, if the Appraisal Institute no longer exists, shall hold the senior professional designation awarded by the most prominent organization of appraisal professionals then awarding professional designations. Without limiting the foregoing, each appraiser shall have at least ten (10) years' experience valuing commercial real estate development sites in Alameda County. If either Party fails to appoint its appraiser within such thirty (30)-day period, the appraiser appointed by the other Party shall individually determine the Fair Market Rent in accordance with the provisions hereof. Each appraiser shall make an independent determination of the Fair Market Rent. The Tenant shall provide to each appraiser a current inventory of buildings and vacant space in the Project, lease abstracts for each Sublease, a current income statement detailing all income and expense data for the Project, and other Project information as may be necessary to make a determination of Fair Market Rent. Each appraiser shall share with the other the indicators of value that will be used to determine Fair Market Rent including but not necessarily limited to land value data, rental rates, capitalization rates, and rates of return on ground leases, but each appraiser shall independently determine the appropriate assumptions to make based on the provisions of this Section of this Lease and each appraiser's own assessment of the market. Neither of the appraisers shall have access to the appraisal of the other (except for the sharing of objective information contained in such appraisals) until both of the appraisals are submitted in accordance with the provisions of this Section 2.2.2.4.1. Neither Party shall communicate with the appraiser appointed by the other Party regarding the instructions contained in this Section 2.2.2.4.1 before the appraisers complete their appraisals. If either appraiser has questions regarding the instructions in this Section 2.2.2.4.1 or the interpretation of this Lease, such appraiser shall use its own professional judgment and shall make clear all assumptions upon which its professional conclusions are based, including any supplemental instructions or interpretative guidance received from the Party appointing such appraiser. There shall not be any arbitration or adjudication of the instructions to the appraisers contained in this Section 2.2.2.4.1. Each appraiser shall complete, sign and submit its written appraisal setting forth the Fair Market Rent to the Parties within sixty (60) days after the appointment of the last of such appraisers. If the higher appraised Fair Market Rent is not more than one hundred ten percent (110%) of the lower appraised Fair Market Rent, then the Fair Market Rent shall be the average of such two (2) Fair Market Rent figures.

2.2.2.4.2 Third Appraiser. If the higher appraised Fair Market Rent determined pursuant to Section 2.2.2.4.1 is more than one hundred ten percent (110%) of the lower appraised Fair Market Rent determined pursuant to Section 2.2.2.4.1, then the Parties shall agree upon and appoint a third independent appraiser within thirty (30) days after both of the first two (2) appraisals have been submitted to the Parties. The third appraiser shall have the minimum qualifications as required of an appraiser pursuant to Section 2.2.2.4.1. If the Parties do not appoint such appraiser within such thirty (30)-day period, then either Party may apply to

the Superior Court of the State of California in and for the County of Alameda for appointment of an appraiser meeting the foregoing qualifications. If the court denies or otherwise refuses to act upon such application, either Party may apply to the American Arbitration Association, or any similar provider of professional commercial arbitration services, for appointment in accordance with the rules and procedures of such organization of an independent arbitrator meeting the foregoing qualifications. The third appraiser shall make an independent determination of the Fair Market Rent in accordance with the same standards and criteria set forth in Section 2.2.2.4.1; provided, however, that (1) upon the third appraiser's request, the Parties shall submit (or cause to be submitted) to the third appraiser, and the third appraiser may consider, the appraisals prepared pursuant to Section 2.2.2.4.1 and any data and other information relied upon by the respective appraisers in preparing such appraisals, (2) the third appraiser may discuss such appraisals, data and other information with the other appraisers either individually or together, and (3) in no event shall the third appraiser's determination of Fair Market Rent be lower or higher, respectively, than the lower or the higher, respectively, of the two appraisals of Fair Market Rent determined pursuant to Section 2.2.2.4.1. Neither Party shall communicate with the third appraiser regarding the instructions contained in this Section 2.2.2.4.2 before the appraiser completes its appraisal. If the third appraiser has questions regarding the instructions in this Section 2.2.2.4.2 or the interpretation of this Lease, the appraiser shall use its own professional judgment and shall make clear all assumptions upon which its professional conclusions are based, including any joint supplemental instructions or interpretative guidance received from the Parties together. There shall not be any arbitration or adjudication of the instructions to the third appraiser contained in this Section 2.2.2.4.2. The third appraiser shall complete, sign and submit its written appraisal setting forth the Fair Market Rent to the Parties, concurrently, within sixty (60) days after the appointment of such appraiser, and such appraised Fair Market Rent shall be the Fair Market Rent for the applicable Lease Year under this Section 2.2.2. The final determination of the third appraiser shall be conclusive, final and binding upon the Parties.

2.2.2.4.3 Fees and Costs: Waiver. Each Party shall bear the fees, costs and expenses of the appraiser it selects under Section 2.2.2.4.1 and of any experts and consultants used by the appraiser. The fees, costs and expenses of the third appraiser under Section 2.2.2.4.2 shall be shared equally by Landlord and Tenant. Each Party waives any claims against the appraiser appointed by the other Party for negligence, malpractice or similar claims in the performance of the appraisals contemplated by this Section.

2.3 Manner of Payment. Tenant shall pay all Rent to Landlord, in lawful money of the United States of America, to the Treasurer of the City or his or her designee as provided herein at the address for notices to Landlord specified in this Lease, or to such other person or at such other place as Landlord may from time to time designate by notice to Tenant. Rent shall be payable at the times specified in this Lease without prior notice or demand; provided that if no date for payment is otherwise specified, or if payment is stated to be due "upon demand," "promptly following notice," "upon receipt of invoice," or the like, then such Rent shall be due thirty (30) Business Days following the giving by Landlord of such demand, notice, invoice or the like to Tenant specifying that such sum is presently due and payable. If this Lease terminates as a result of Tenant's default, including Tenants' insolvency, any Rent or other amounts due hereunder shall be immediately due and payable upon termination.

2.4 No Abatement or Setoff. Tenant shall pay all Rent at the times and in the manner provided in this Lease without any abatement, setoff, deduction, or counterclaim, except as otherwise expressly provided in Section 6.1.7, Article 15 or elsewhere in this Lease.

2.5 Interest on Delinquent Rent. If any Base Rent is not paid within ten (10) days following the date it is due, or if any Additional Rent is not paid within thirty (30) days following written demand for payment of such Additional Rent, such unpaid amount shall bear interest from the date due until paid at an annual interest rate (the "Default Rate") equal to five percent (5%) in excess of the rate the Federal Reserve Bank of San Francisco charges, as of the date payment is due, on advances to member banks and depository institutions under Sections 13 and 13a of the Federal Reserve Act or any successor or replacement statutes thereto. However, interest shall not be payable to the extent such payment would violate any applicable usury or similar law. Payment of interest shall not excuse or cure any default by Tenant.

2.6 Late Charges. Tenant acknowledges and agrees that late payment by Tenant to Landlord of Rent will cause Landlord increased costs not contemplated by this Lease. The exact amount of such costs is extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, without limiting any of Landlord's rights or remedies hereunder and regardless of whether such late payment results in an Event of Default, Tenant shall pay a late charge (the "Late Charge") equal to one and one-half percent (1-1/2%) of all Rent or any portion thereof which remains unpaid more than ten (10) days after Landlord's notice to Tenant of such failure to pay Rent when due, provided, however, that if Tenant fails to pay Rent when due on more than two (2) occurrences in any Lease Year, the Late Charge will be assessed as to any subsequent payments in such Lease Year remaining unpaid more than ten (10) days after they are due, without the requirement that Landlord give any notice of such payment failure. Tenant shall also pay reasonable Attorneys' Fees and Costs incurred by Landlord by reason of Tenant's failure to pay any Rent within the time periods described above. The Parties agree that such Late Charge represents a fair and reasonable estimate of the cost which Landlord will incur by reason of a late payment by Tenant.

2.7 Additional Rent. Except as otherwise provided in this Lease, all costs, fees, interest, charges, expenses, reimbursements and Tenant's obligations of every kind and nature relating to the Premises that may arise or become due under this Lease, whether foreseen or unforeseen, which are payable by Tenant to Landlord pursuant to this Lease, shall be deemed Additional Rent. Landlord shall have the same rights, powers and remedies, whether provided by law or in this Lease, in the case of non-payment of Additional Rent as in the case of non-payment of Rent.

2.8 Net Lease. It is the purpose of this Lease and intent of Landlord and Tenant that, except as specifically stated to the contrary in Section 2.4, all Rent shall be absolutely net to Landlord, so that this Lease shall yield to Landlord the full amount of the Rent at all times during the Term, without deduction, abatement or offset. Under no circumstances, whether now existing or hereafter arising, and whether or not beyond the present contemplation of the Parties, except as may be otherwise expressly provided in this Lease, Landlord shall not be expected or required to incur any expense or make any payment of any kind with respect to this Lease or Tenant's use or occupancy of the Premises, including any Improvements. Without limiting the foregoing, except as otherwise expressly provided in Sections 4.1.2 and 4.1.3, Tenant shall be

solely responsible for paying each item of cost or expense of every kind and nature whatsoever, the payment of which Landlord would otherwise be or become liable by reason of Landlord's estate or interests in the Premises and any Improvements, any rights or interests of Landlord in or under this Lease, or the ownership, leasing, operation, management, maintenance, repair, rebuilding, remodeling, renovation, use or occupancy of the Premises, any Improvements, or any portion thereof. Except as may be specifically and expressly stated to the contrary in Section 2.4, (a) no occurrence or situation arising during the Term, nor any present or future Law, whether foreseen or unforeseen, and however extraordinary, shall relieve Tenant from its liability to pay all of the sums required by any of the provisions of this Lease, or shall otherwise relieve Tenant from any of its obligations under this Lease, or shall give Tenant any right to terminate this Lease in whole or in part; and (b) Tenant waives any rights now or hereafter conferred upon it by any existing or future Law to terminate this Lease or to receive any abatement, diminution, reduction or suspension of payment of such sums, on account of any such occurrence or situation, provided that such waiver shall not affect or impair any right or remedy expressly provided Tenant under this Lease.

2.9 Security Deposit.

2.9.1 Cash Deposit or Letter of Credit. On or before the Commencement Date, Tenant shall cause to be deposited with Landlord, in cash, or, at the election of Tenant, a Letter of Credit from a Bona Fide Institutional Lender with such term and in form and substance reasonably satisfactory to Landlord, and in any case for the sole benefit of Landlord, in the amount of $_____ **[Note: estimated to be $148,280.31 for Central Gateway or $105,812.01 for East Gateway, but see Notes to Section 2.2.1.1]**, which amount the Parties agree is equal to three (3) months Initial Base Rent (the "Security Deposit"), which shall secure and guaranty the full and faithful performance and observance by Tenant at all times during the Term of all the covenants, terms and conditions herein contained to be performed, suffered or observed by Tenant under this Lease, including, without limitation, the payment of Rent and any other amounts due to Landlord hereunder, reasonable amounts necessary to remedy any default by Tenant hereunder, to comply with Tenant's surrender obligations under Article 30 at the end of the Term, or to reimburse Landlord for the actual costs incurred by Landlord in connection with exercising its rights hereunder (collectively, for purposes of this Section 2.9, "Tenant's Lease Obligations"). Landlord shall not be required to keep the Security Deposit separate or segregated form its general funds or in any interest-bearing account or investment, and Tenant shall not be entitled to any interest on the Security Deposit.

2.9.2 Renewal of Letter of Credit. Subject to the provisions of Section 2.10.1, if the Security Deposit is in the form of a Letter of Credit and such Letter of Credit is for a term less than the entire Term of this Lease, Tenant shall cause such Letter of Credit to be renewed, re-issued, amended or replaced at least ninety (90) days prior to its expiration in order to assure that there is no lapse in the effectiveness of the Letter of Credit or the Security Deposit. If Tenant shall fail to comply with its obligations under the preceding sentence, then Landlord may draw upon the whole of the then-posted Letter of Credit and hold the proceeds of the Letter of Credit as and for the Security Deposit

2.9.3 Application and Replenishment. If Tenant is in default in respect to any of Tenant's Lease Obligations, Landlord may (but shall not be required to) use, apply, draw

upon, or retain the whole or any part of the Security Deposit to the extent required for the payment of any Rent or other amounts owed Landlord under this Lease, or the reimbursement of the actual costs reasonably incurred by the Landlord in connection with exercising its rights under this Lease. It is agreed that the sums represented by the Security Deposit shall be deposited or posted for the sole benefit of Landlord as an advance guaranty payment of the Rent and other sums and Tenant's Lease Obligations due by Tenant hereunder, but does not in any way represent a measure of Landlord's damages and, except as otherwise expressly provided in Section 2.9.4, in no event shall Tenant be entitled to a refund or particular application of the Security Deposit or to cancel or terminate a Letter of Credit posted as the Security Deposit. Neither the application by Landlord of all or any portion of the Security Deposit, nor Landlord's demand for or acceptance of money to restore the Security Deposit, shall result in any waiver of Landlord's right under this Lease and applicable Law to declare Tenant in default of this Lease or to terminate or declare a forfeiture of this Lease. Tenant's payment of the Security Deposit shall not limit Tenant's liability to Landlord for the payment of amounts due to Landlord by Tenant in excess of the amount of the Security Deposit. Whenever and as often as Landlord draws upon the Security Deposit, Tenant shall, within ten (10) Business Days after Landlord's request therefor, restore the Security Deposit to its original amount.

2.9.4 Refund of Balance. Subject to any deductions made by Landlord in accordance with this Lease (or a good faith estimate of such amounts), Landlord shall refund the balance of the Security Deposit, if any, or release and exonerate such corresponding portion of the Letter of Credit, as applicable, to Tenant at its last address known to Landlord within sixty (60) calendar days of the later of the expiration or earlier termination of the Term.

2.9.5 Waiver. The Parties agree that the Security Deposit can be held and applied against future damages, including, without limitation, future Rent damages, and Tenant waives application of the provisions of California Civil Code §1950.7, or any similar, related, or successor provision of law, for all purposes with respect to this Lease, including, without limitation, with respect to the time periods by which the Security Deposit must be returned to Tenant.

ARTICLE 3. USES

3.1 Permitted Uses of Premises. Subject to the provisions of this Lease, Tenant shall develop, use and operate the Premises solely for purposes of development and operation of Trade & Logistics Uses, Ancillary Uses, Conditional Uses and Support Improvements in accordance with the Scope of Development attached hereto as Exhibit 3.1 and the Project parameters set forth in Section 6.1 and otherwise solely in accordance with this Article 3 and all other provisions of this Lease (collectively, the "Permitted Uses"). Tenant shall not make any use of the Premises other than the Permitted Uses without the prior execution by Tenant and Landlord, in Landlord's sole and absolute discretion, of a written amendment to this Lease in form and substance satisfactory to Landlord.

3.2 Advertising and Signs. Subject to this Section 3.2, Tenant shall have the right to install signs and advertising that are consistent with the standards established in the Master Plan or that are located within the interior of any buildings located on the Premises; provided, however, that no advertising promoting the sale or use of alcohol, guns/firearms or tobacco shall

be allowed in any instance in the interior or exterior of the Premises. Subject to the requirements for and of any applicable Regulatory Approvals, any proposed signs or advertisements on the exterior of any building or structure on the Premises, including without limitation, on any awnings, canopies, flags, banners, LED or other electronic display devices, sails or vessels, shall be subject to Landlord's prior written approval, which shall not be unreasonably withheld, conditioned or delayed. It shall be reasonable for the Landlord to prohibit: (a) general advertising (i.e. signs not directly advertising the person or business located at or on the Premises), provided, however, that Tenant shall have the right, during the Term, to "brand name" the Project and advertise at the Premises such brand name and Tenant's or its constituent members' names as developers and operators of the Project (which brand name(s), excluding any reference to "Prologis," "CCIG" or "California Capital & Investment Group" incorporated within such brand name(s), shall be quitclaimed by Tenant to Landlord, at no cost to Landlord, at the expiration or earlier termination of this Lease); or (b) any signs that would violate Tenant's limitations on use as set forth in Section 3.3 hereof. All signs shall comply with applicable Laws regulating signs and advertising. Neither Tenant nor any Tenant Affiliate shall have any right to install or use any billboard advertising except as may be provided in the Billboard Agreement.

3.3 Limitations on Uses by Tenant.

3.3.1 Prohibited Activities. Tenant shall not conduct or permit on the Premises any of the following activities:

3.3.1.1 any activity that creates waste of the Premises or a public or private nuisance, but without limitation on any right given to Tenant to make use of the Premises in accordance with the Permitted Uses and this Lease;

3.3.1.2 any activity that is not within the Permitted Uses or is otherwise in contravention of this Lease;

3.3.1.3 any activity that constitutes waste or nuisance to owners or occupants of adjacent properties. Such prohibited activities do not include activities that are necessary and integral to the operation the Project, but otherwise include, without limitation, adult entertainment on a commercial basis, medical cannabis, illegal drug distribution, the preparation, manufacture or mixing of anything that might emit any objectionable odors other than ordinary cooking odors, noises or lights onto adjacent properties with such intensity as to constitute a nuisance, or the use of amplified music, sound or light apparatus with such intensity as to constitute a nuisance;

3.3.1.4 any activity that will in any way unlawfully injure, obstruct or interfere with the rights of other tenants, owners or occupants of adjacent properties, including rights of ingress and egress;

3.3.1.5 any auction, distress, fire, bankruptcy or going out of business sale on the Premises without the prior written consent of Landlord; and

3.3.1.6 any activity in contravention of the EBMUD MOA or the West Gateway Lease with respect (and to the extent applicable) to the Railroad R/O/W Property.

The nuisance provisions of Sections 3.3.1.1 and 3.3.1.3 above shall be assessed in the context of the nature of the uses included within the Permitted Uses. Without limiting the preceding sentence, this Section 3.3 shall not be construed to limit any right given to Tenant under Article 6 or elsewhere in this Lease with respect to the construction, installation, modification, repair, or Restoration of Improvements in accordance with all applicable Laws and Regulatory Approvals.

3.3.2 Land Use Restrictions. Tenant may not enter into agreements granting licenses, easements or access rights over the Premises if the same would be binding on Landlord's reversionary interest in the Premises, or obtain changes in applicable land use Laws or conditional use authorizations or other permits for any uses not provided for hereunder, in each instance without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion.

3.4 Premises Must Be Used. Subject to Tenant's obligations to construct the Initial Improvements pursuant to Article 6, Tenant shall use all portions of the Premises containing completed Initial Improvements continuously during the Term in accordance with the Scope of Development, the Regulatory Approvals, and the Permitted Uses and shall not allow any such portions of the Premises or any part thereof to remain unoccupied or unused (subject to the provisions of Section 6.1 and customary vacancies, re-tenanting, and periodic repairs and maintenance, casualty damage or condemnation) without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Notwithstanding the foregoing, Tenant will not be in violation of this Section 3.4 so long as Tenant is using commercially reasonable best efforts to lease, at then-current market rental rates, vacant space in all portions of the Premises containing completed Initial Improvements or, if a Subtenant has vacated a portion of the Premises but the Sublease remains in effect, if Tenant is diligently pursuing legal remedies Tenant has under such Sublease, or, if a Subtenant that is continuing to pay rent ceases operations in the Premises with the right to do so under its Sublease.

ARTICLE 4. TAXES AND OTHER IMPOSITIONS

4.1 Payment of Possessory Interest, Taxes and Other Impositions.

4.1.1 Possessory Interest Taxes. Tenant shall pay or cause to be paid, prior to delinquency, all Impositions comprised of possessory interest and property taxes assessed, levied or imposed on the Premises or any of the Improvements or Personal Property (excluding the personal property of any Subtenant whose interest is separately assessed) located on the Premises or Tenant's leasehold estate (but excluding any such taxes separately assessed, levied or imposed on any Subtenant), to the full extent of installments or amounts payable or arising during the Term (subject to the provisions of Section 4.1.3). Subject to the provisions of Section 4.3, all such taxes shall be paid directly to the City's Tax Collector or other charging authority prior to delinquency, provided that if applicable Law permits Tenant to pay such taxes in installments, Tenant may elect to do so. In addition, Tenant shall pay any fine, penalty, interest or cost as may be charged or assessed for nonpayment or delinquent payment of such taxes. Tenant shall have the right to contest the validity, applicability or amount of any such taxes in accordance with Section 4.3.

Tenant specifically recognizes and agrees that this Lease creates a possessory interest which is subject to taxation, and that this Lease requires Tenant to pay any and all possessory interest taxes levied upon Tenant's interest pursuant to an assessment lawfully made by the applicable governmental Assessor. Tenant further acknowledges that any Sublease or Transfer permitted under this Lease may constitute a change in ownership, within the meaning of the California Revenue and Taxation Code, and therefore may result in a transfer tax and reassessment of any possessory interest created hereunder in accordance with applicable Law.

Notwithstanding the preceding provisions of this Section 4.1.1 or any other provision in this Lease to the contrary, City shall pay or waive any City transfer tax payable with respect to the Parties' initial entry into this Lease.

4.1.2 Other Impositions. Without limiting the provisions of Section 4.1.1, Tenant shall pay or cause to be paid all other Impositions, to the full extent of installments or amounts payable or arising during the Term (subject to the provisions of Section 4.1.3), which may be assessed, levied, confirmed or imposed on or in respect of or be a lien upon the Premises, any Improvements now or hereafter located thereon, any Personal Property now or hereafter located thereon (but excluding the personal property of any Subtenant whose interest is separately assessed), the leasehold estate created hereby, or any subleasehold estate permitted hereunder, including any taxable possessory interest which Tenant, any Subtenant or any other Person may have acquired pursuant to this Lease (but excluding any such Impositions separately assessed, levied or imposed on any Subtenant). Subject to the provisions of Article 5, Tenant shall pay all Impositions directly to the taxing authority, prior to delinquency, provided that if any applicable Law permits Tenant to pay any such Imposition in installments, Tenant may elect to do so. In addition, Tenant shall pay any fine, penalty, interest or cost as may be assessed for nonpayment or delinquent payment of any Imposition. The foregoing or any other provision in this Lease notwithstanding, Tenant shall not be responsible for any Impositions arising from or related to, Landlord's fee ownership interest in the Property or premises (including, without limitation, any real property taxes or assessments), the Landlord's interest as landlord under this Lease or any transfer thereof, including but not limited to, Impositions relating to the fee, transfer taxes associated with the conveyance of the fee, or business or gross rental taxes attributable to Landlord's fee interest or a transfer thereof.

4.1.3 Prorations. All Impositions imposed for the Tax Fiscal Years in which the Commencement Date occurs or during the tax year in which the Termination Date occurs shall be apportioned and prorated between Tenant and Landlord on a daily basis.

4.1.4 Proof of Compliance. Within a reasonable time following Landlord's written request which Landlord may give at any time and give from time to time, Tenant shall deliver to Landlord copies of official receipts of the appropriate taxing authorities, or other proof reasonably satisfactory to Landlord, evidencing the timely payment of such Impositions.

4.2 Landlord's Right to Pay. Unless Tenant is exercising its right to contest under and in accordance with the provisions of Section 4.3, if Tenant fails to pay and discharge any Impositions (including without limitation, fines, penalties and interest) prior to delinquency, Landlord, at its sole and absolute option, may (but is not obligated to) pay or discharge the same, provided that prior to paying any such delinquent Imposition, Landlord shall give Tenant written

notice specifying a date at least ten (10) Business Days following the date such notice is given after which Landlord intends to pay such Impositions. If Tenant fails, on or before the date specified in such notice, either to pay the delinquent Imposition or to notify Landlord that it is contesting such Imposition pursuant to Section 4.3, then Landlord may thereafter pay such Imposition, and the amount so paid by Landlord (including any interest and penalties thereon paid by Landlord), together with interest at the Default Rate computed from the date Landlord makes such payment, shall be deemed to be and shall be payable by Tenant as Additional Rent, and Tenant shall reimburse such sums to Landlord within ten (10) Business Days following demand.

4.3 Right of Tenant to Contest Impositions and Liens. Tenant shall have the right to contest the amount, validity or applicability, in whole or in part, of any Imposition or other lien, charge or encumbrance against or attaching to the Premises or any portion of, or interest in, the Premises, including any lien, charge or encumbrance arising from work performed or materials provided to Tenant or any Subtenant or other Person to improve the Premises or any portion of the Premises, by appropriate proceedings conducted in good faith and with due diligence, at no cost to Landlord. Tenant shall give notice to Landlord within a reasonable period of time of the commencement of any such contest and of the final determination of such contest. Nothing in this Lease shall require Tenant to pay any Imposition as long as it contests the validity, applicability or amount of such Imposition in good faith, and so long as it does not allow the portion of the Premises affected by such Imposition to be forfeited to the entity levying such Imposition as a result of its nonpayment. If any Law requires, as a condition to such contest, that the disputed amount be paid under protest, or that a bond or similar security be provided, Tenant shall be responsible for complying with such condition as a condition to its right to contest. Tenant shall be responsible for the payment of any interest, penalties or other charges which may accrue as a result of any contest, and Tenant shall provide a statutory lien release bond or other security reasonably satisfactory to Landlord in any instance where Landlord's interest in the Premises may be subjected to such lien or claim. Tenant shall not be required to pay any Imposition or lien being so contested during the pendency of any such proceedings unless payment is required by the court, quasi-judicial body or administrative agency conducting such proceedings. If Landlord is a necessary party with respect to any such contest, or if any law now or hereafter in effect requires that such proceedings be brought by or in the name of Landlord or any owner of the Premises, Landlord, at the request of Tenant and at no cost to Landlord, with counsel selected and engaged by Tenant, subject to Landlord's reasonable approval, shall join in or initiate, as the case may be, any such proceeding. Landlord, at its own expense and at its sole and absolute option, may elect to join in any such proceeding whether or not any law now or hereafter in effect requires that such proceedings be brought by or in the name of Landlord or any owner of the Premises. Except as provided in the preceding sentence, Landlord shall not be subjected to any liability for the payment of any fines, penalties, costs, expenses or fees, including Attorneys' Fees and Costs, in connection with any such proceeding, and without limiting Article 13 hereof, Tenant shall Indemnify Landlord for any such fines, penalties, costs, expenses or fees, including Attorneys' Fees and Costs, which Landlord may be legally obligated to pay.

4.4 Landlord's Right to Contest Impositions. At its own cost and after notice to Tenant of its intention to do so, Landlord may but in no event shall be obligated to contest the validity, applicability or the amount of any Impositions, by appropriate proceedings conducted in

good faith and with due diligence. Nothing in this Section shall require Landlord to pay any Imposition as long as it contests the validity, applicability or amount of such Imposition in good faith, and so long as it does not allow the portion of the Premises affected by such Imposition to be forfeited to the entity levying such Imposition as a result of its nonpayment. Landlord shall give notice to Tenant within a reasonable period of time of the commencement of any such contest and of the final determination of such contest.

ARTICLE 5. COMPLIANCE WITH LAWS

5.1 Compliance with Laws and Other Requirements. During the Term, Tenant and its use and operation of the Premises shall comply, at no cost to Landlord, (i) with all applicable Laws (including Regulatory Approvals), and (ii) with the requirements of all policies of insurance required to be maintained pursuant to Article 14 of this Lease. The foregoing sentence shall not be deemed to limit Landlord's ability to act in its legislative or regulatory capacity, including the exercise of its police powers. It is understood and agreed that Tenant's obligation to comply with Laws shall include the obligation to make, at no cost to Landlord, all additions to, modifications of, and installations on the Premises that may be required by any Laws regulating the Premises. This Section 5.1 shall not apply to compliance with Laws (including Regulatory Approvals) which relate to Hazardous Materials, such compliance being governed exclusively by Article 15 hereof, or to contests of any Imposition or other lien, such contests being exclusively governed by Section 4.3 hereof. Notwithstanding anything to the contrary herein, Tenant shall not be in default hereunder for failure to comply with any Laws or insurance requirements if Tenant is contesting the applicability of such Laws (including Regulatory Approvals) to Tenant or this Lease, or insurance requirements diligently and in good faith by appropriate proceedings and at no cost to Landlord, provided that any such contest shall not relieve or release Tenant from its obligation to pay all or any portion of Rent hereunder, that Tenant shall indemnify Landlord against and hold Landlord harmless from any Losses resulting from such contest, and that such contest shall not result in the loss or suspension of the insurance coverage required to be maintained by Tenant hereunder.

5.1.1 Unforeseen Requirements. The Parties acknowledge and agree that Tenant's obligation under this Section 5.1 to comply with all present or future Laws is a material part of the bargained-for consideration under this Lease. Except as otherwise expressly set forth in Articles 9, 10 and 15, as applicable:

5.1.1.1 Tenant's obligation to comply with Laws shall include, without limitation, the obligation to make substantial or structural repairs and alterations to the Premises or the Improvements, regardless of, among other factors, the relationship of the cost of curative action to the Rent under this Lease, the length of the then remaining Term hereof, the relative benefit of the repairs to Tenant or Landlord, the degree to which curative action may interfere with Tenant's use or enjoyment of the Premises, the likelihood that the Parties contemplated the particular Law involved, or the relationship between the Law involved and Tenant's particular use of the Premises;

5.1.1.2 No occurrence or situation arising during the Term, nor any present or future Law, whether foreseen or unforeseen, and however extraordinary, shall relieve

Tenant of its obligations hereunder, nor give Tenant any right to terminate this Lease in whole or in part or to otherwise seek redress against Landlord; and

5.1.1.3 Tenant waives any rights now or hereafter conferred upon it by any existing or future Law to terminate this Lease, to receive any abatement, diminution, reduction or suspension of payment of Rent, or to compel Landlord to make any repairs to comply with any such Laws, on account of any such occurrence or situation.

5.1.2 Proof of Compliance. Upon request by Landlord, Tenant shall promptly provide Landlord with evidence of its compliance with any of the obligations required under this Section.5.1.

5.2 Regulatory Approvals.

5.2.1 City Approvals. Tenant acknowledges and agrees that Landlord is entering into this Lease in its proprietary capacity as the holder of fee title to the Property, and not in its capacity as a governmental regulatory agency and that the status, rights and obligations of Landlord, in such proprietary capacity, are separate and independent from the status, functions, powers, rights and obligations of the City in such governmental regulatory capacity, and that nothing in this Lease shall be deemed to limit or restrict City in the exercise of its governmental regulatory powers and authority with respect to Tenant, the Premises or otherwise, or to render Landlord obligated or liable under this Lease for any acts of omissions of the City in connection with the exercise of its independent governmental regulatory powers and authority. Without limiting the preceding sentence, Tenant acknowledges that the Permitted Uses under Section 3.1 do not limit Tenant's responsibility to obtain all Regulatory Approvals (and pay all related processing and development fees and satisfy all related conditions of approval) for such uses, including but not limited to, the Master Plan, PUD or building permits, nor do such uses limit Landlord's responsibility in the issuance of any such Regulatory Approvals to comply with applicable Laws, including the California Environmental Quality Act. Tenant understands that the entry by the Landlord into this Lease shall not be deemed to imply that Tenant will be able to obtain any required approvals from City departments, boards or commissions which have jurisdiction over the Premises, including the Landlord itself in its regulatory capacity. By entering into this Lease, the Landlord is in no way modifying Tenant's obligations to cause the Premises to be used and occupied in accordance with all Laws, as provided herein. Subject to the preceding provisions of this Section 5.2, nothing herein shall be deemed to limit the rights and obligations of Developer or City under the Master Plan, PUD or Development Agreement as they pertain to the Permitted Uses, the Scope of Development and the review and approval of planned Improvements.

5.2.2 Approval of Other Agencies; Conditions.

5.2.2.1 Requirements for Regulatory Approvals. The Parties acknowledge that the Project and Tenant's contemplated uses and activities on the Premises, any subsequent changes in Permitted Uses, and any construction or alterations of Improvements, may require that Regulatory Approvals be obtained from governmental agencies (other than City) with jurisdiction over the Premises or the Project. Tenant shall be solely responsible for obtaining all such Regulatory Approvals as further provided in this Section. The Parties shall

cooperate in such efforts pursuant to Section 5.2.2.2. In any instance where Landlord will be required to act as a co-permittee (subject to Section 5.2.2.2), and in instances where modifications are sought from any other agencies in connection with Tenant's obligations under Article 15, or where Tenant proposes the construction of any Improvements which requires Landlord's approval under Article 6, Tenant shall not apply for any Regulatory Approvals (other than a building permit from City) without first obtaining the approval of Landlord, which approval (except as otherwise expressly provided therein) will not be unreasonably withheld, conditioned or delayed. Except as otherwise expressly set forth in Article 15, Tenant shall not agree to the imposition of conditions or restrictions in connection with its efforts to obtain a Regulatory Approval from any regulatory agency other than City, if Landlord is required to be a co-permittee under such Regulatory Approval or the conditions or restrictions could create any obligations on the part of Landlord whether on or off the Premises, unless in each instance Landlord has previously approved such conditions in writing in Landlord's sole and absolute discretion. Except as otherwise expressly set forth in Article 15, no such approval by Landlord shall limit Tenant's obligation to pay all the costs of complying with such conditions under this Section. All costs associated with applying for and obtaining any necessary Regulatory Approval shall be borne by Tenant. Except as otherwise expressly set forth in Article 15, Tenant shall be responsible for complying during the Term of this Lease, at no cost to Landlord or the City, with any and all conditions imposed by any regulatory agency as part of a Regulatory Approval. With the consent of Landlord (which shall not be unreasonably withheld or delayed), Tenant shall have the right to appeal or contest in any manner permitted by law any condition imposed upon any such Regulatory Approval. Tenant shall pay and discharge any fines, penalties or corrective actions imposed as a result of the failure of Tenant to comply with the terms and conditions of any Regulatory Approval and Landlord shall have no liability for such fines and penalties. Without limiting the indemnification provisions of Article 13, Tenant shall Indemnify the Indemnified Parties from and against any and all such fines and penalties, together with Attorneys' Fees and Costs, for which Landlord may be liable in connection with Tenant's failure to comply with any Regulatory Approval.

5.2.2.2 Cooperation. Without limiting the requirements set forth in Section 5.2.2.1, the Parties agree to communicate regularly and to cooperate in good faith regarding Tenant's efforts to obtain Regulatory Approvals for the Project from any regulatory agency other than City. The Parties' obligation to cooperate in good faith shall include, but not be limited to, meeting and conferring as necessary, joint invitations to and attendance at meetings, copies of correspondence, and execution of mutually acceptable applications as owner and applicant where necessary and appropriate to implement the Project and this Lease; provided, however, that Landlord shall have no obligation to make any expenditures or incur any expenses in connection therewith other than reasonable administrative expenses.

5.2.3 Third Party Agreements. Subject to the Parties' cooperation as set forth in Section 5.2.2.2, City shall use its best efforts to perform any of its remaining obligations, and to secure the material benefit of its rights, under those agreements with third parties listed in Schedule 5.2.3 attached to this Lease (collectively, "Third Party Agreements") and City shall not seek or agree to amend the provisions of such Third Party Agreements without Developer's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned.

ARTICLE 6. IMPROVEMENTS

6.1 Scope and Timing of Initial Improvements (Minimum Project). The Parties acknowledge and agree that Landlord has an interest in ensuring that the Initial Improvements for the Premises comprised of Trade & Logistics Uses, described in the Scope of Development, and the initial improvements for the **[Central Gateway or East Gateway, as applicable (whichever is not within this Lease)]** comprised of Trade & Logistics Uses ("Other Gateway Improvements") to be constructed pursuant to the **[Central Gateway Lease or East Gateway Lease, as applicable (whichever is not within this Lease)]** (the "Other Gateway Lease") are constructed within a specified period of time. Therefore, the Parties further agree that Tenant shall be required to have Commenced Construction of the Initial Improvements comprised of Trade & Logistics Uses pursuant to the schedule set forth in this Section 6.1 (the "Minimum Project").

6.1.1 Required Schedule. All of the dates and time periods included in this Section 6.1.1 are subject to extension pursuant to the provisions of Section 16.1 ("Delay Due to Force Majeure"). Tenant shall have Commenced Construction (or have caused the Commencement of Construction) of the Initial Improvements for the Premises comprised of Trade & Logistics Uses pursuant to the following schedule:

6.1.1.1 Initial Milestone Date. Commenced Construction of at least 127,290 square feet of Trade & Logistics Uses with a Floor Area Ratio of at least 0.25 (the "Initial Threshold Amount") prior to the date that is twelve (12) months after the Commencement Date (the "Initial Milestone Date");

6.1.1.2 Second Milestone Date. Commenced Construction, in the aggregate with the Initial Threshold Amount, of at least **[254,580 for Central Gateway or 212,150 for East Gateway, as applicable]** square feet of Trade & Logistics Uses with a Floor Area Ratio of at least 0.25 (the "Second Threshold Amount") prior to the date that is four (4) years after the date of the issuance of the first building permit for an Initial Improvement at the Premises (the "Second Milestone Date");

6.1.1.3 Third Milestone Date. Commenced Construction, in the aggregate with the Initial Threshold Amount and the Second Threshold Amount, of at least **[318,225 for Central Gateway or 275,795 for East Gateway, as applicable]** square feet of Trade & Logistics Uses with a Floor Area Ratio of at least 0.25 (the "Third Threshold Amount") prior to the date that is six (6) years after the date of the issuance of the first building permit for an Initial Improvement at the Premises (the "Third Milestone Date"); and

6.1.1.4 Fourth Milestone Date. Commenced Construction, in the aggregate with the Initial Threshold Amount, the Second Threshold Amount and the Third Threshold Amount, of at least **[424,458 for Central Gateway or 375,542 for East Gateway, as applicable]** square feet of Trade & Logistics Uses with a Floor Area Ratio of at least 0.25 (the "Fourth Threshold Amount") prior to the date that is eight (8) years after the date of the issuance of the first building permit for an Initial Improvement at the Premises (the "Fourth Milestone Date").

The Initial Milestone Date, Second Milestone Date, Third Milestone Date and Fourth Milestone Date are collectively referred to herein as the "Milestone Dates." The Initial Threshold Amount, Second Threshold Amount, Third Threshold Amount and Fourth Threshold Amount are collectively referred to herein as the "Threshold Amounts." Upon Tenant's written request, Landlord may, in its sole and absolute discretion, agree to a reduction in the 0.25 FAR requirement set forth above.

6.1.2 Credit for Excess Other Gateway Improvements. The parties acknowledge that the Other Gateway Lease includes a similar provision for a minimum project under the Other Gateway Lease that establishes corresponding milestone dates and threshold amounts for the construction of the Other Gateway Improvements (the "Other Gateway Milestone Dates" and the "Other Gateway Threshold Amounts"). For the purpose of calculating the Threshold Amounts under this Lease, if the tenant under the Other Gateway Lease has Commenced Construction of Other Gateway Improvements in excess of the corresponding Other Gateway Threshold Amounts by the applicable Milestone Date set forth in this Lease, such excess square footage, subject to the provisions of Article 3, shall be credited to the calculation of the corresponding Threshold Amount under this Lease. By way of example, but not in modification or limitation, of the foregoing, an example of how the credit is applied is included in Schedule 6.1.

6.1.3 Adjustment to the Fourth Threshold Amount. If Tenant and the tenant under the Other Gateway Lease are Affiliates, they shall have the right, subject to the provisions of Article 3, to reallocate a portion of the permissible square footage of uses between the Premises and the Other Gateway Premises pursuant to the Scope of Development, (i) the Fourth Threshold Amount shall automatically be increased or decreased, as applicable, to reflect such reallocation and (ii) no adjustment shall be made to the other Threshold Amounts as a result of such reallocation. Further, if Tenant obtains the Regulatory Approvals necessary to increase the maximum amount of square footage of uses that may be developed on the Premises without requiring a corresponding reduction in the maximum square footage for the Other Gateway Lease, no adjustments shall be made to any of the Threshold Amounts. By way of example, but not in modification or limitation, of the foregoing, an example of how the adjustment is applied is included in Schedule 6.1.

6.1.4 Calculation of Square Footages. The square footages of Gross Building Areas included in the construction drawings approved by the City's Department of Planning, Building & Neighborhood Preservation (or successor department that is responsible for approving plans and issuing building permits) shall be conclusive in determining the square footages required under this Section 6.1.

6.1.5 Exclusive Remedies for Event of Default With Respect to Tenant's Minimum Project. Notwithstanding any term or provision of this Agreement to the contrary, this Section 6.1.5 sets forth Landlord's sole and exclusive remedies for an Event of Default with respect to Tenant's Minimum Project obligations set forth in this Section 6.1.

6.1.5.1 Minimum Project Liquidated Damages and Partial Termination. In the instance of an Event of Default with respect to Tenant's Minimum Project obligations set forth in this Section 6.1, (i) Tenant shall pay the Minimum Project Liquidated

Damages (defined below) to Landlord within thirty (30) calendar days after the Event of Default, and (ii) effective thirty (30) calendar days after the Event of Default, and without any further notice to Tenant: (A) this Lease shall automatically terminate ("Partial Termination") with respect (and only with respect) to the portion of the Premises on which Tenant has not Commenced Construction of Trade & Logistics Uses or Ancillary Uses (the "Unimproved Premises"); (B) Tenant shall execute and record a quitclaim deed or other instrument necessary to remove the Memorandum of Lease from title to the Unimproved Premises (which obligation of Tenant shall survive the Partial Termination); (C) Tenant shall promptly quit and surrender the Unimproved Premises to Landlord, pursuant to Section 30.1 (which obligation of Tenant shall survive the Partial Termination); (D) conditioned upon receipt by Landlord in full of the Minimum Project Liquidated Damages and satisfaction by Tenant of its obligations under preceding clauses (ii)(B) and (ii)(C), this Lease shall continue with respect to the portion of the Premises not including the Unimproved Premises (the "Improved Premises") and Rent payable hereunder shall be adjusted to exclude the Unimproved Premises; and (E) except for those obligations which are expressly stated in this Lease to survive termination of this Lease, all of the Parties' obligations under this Lease with respect to the Unimproved Premises shall terminate. Tenant's obligation to pay the Minimum Project Liquidated Damages shall be guaranteed by the Minimum Project Liquidated Damages Guaranty and shall survive the Partial Termination.

Subject to the preceding provisions of this Section 6.1.5.1, in the instance of an Event of Default with respect to Tenant's Minimum Project obligations set forth in this Section 6.1, and on condition that:

6.1.5.1.1 Tenant has satisfied all of its obligations under the preceding provisions of this Section 6.1.5.1;

6.1.5.1.2 the Lease is continuing with respect to the Improved Premises; and

6.1.5.1.3 Tenant and any Partner in Tenant have not filed a lawsuit or other proceeding (and have not threatened to do the same) to challenge the Event of Default with respect to Tenant's Minimum Project obligations set forth in this Section 6.1, the imposition or payment of the Minimum Project Liquidated Damages, or the Partial Termination of this Lease with respect to the Unimproved Premises;

then, during the portion of the Term from and following the date of satisfaction of all of the foregoing conditions precedent (or the date of Landlord's written waiver of such conditions precedent, which waiver shall be in Landlord's sole and absolute discretion), (A) solely for purposes of Section 12.1.4.6, Tenant shall be deemed to have cured the Event of Default with respect to Tenant's Minimum Project obligations set forth in this Section 6.1, and (B) solely for purposes of Section 12.1.7.2, Tenant shall be deemed to have satisfied the requirements of Section 12.1.7.2.1.

6.1.5.2 Calculation of Minimum Project Liquidated Damages. The "Minimum Project Liquidated Damages" shall be an amount equal to a percentage (calculated

and rounded out to the third decimal point) of **[$1,979,286.53 for Central Gateway or $1,412,408.36 for East Gateway]**, as Indexed, which percentage shall be equal to the greater of:

6.1.5.2.1 the amount calculated by dividing the total acreage of the Unimproved Premises by the total acreage of the Premises; or

6.1.5.2.2 the amount calculated by dividing (1) the difference of the Fourth Threshold Amount less the total square footage of Commenced Initial Improvements comprised of Trade & Logistics Uses by (2) the Fourth Threshold Amount.

By way of example, but not in modification or limitation, of the foregoing, an example of how the Minimum Project Liquidated Damages are calculated and the partial termination of this Lease is implemented is set forth in Schedule 6.1.

6.1.6 No Cross-Default. The references to the Other Gateway Lease under this Section 6.1 are merely to establish the basis for the square footage credit(s) that may be applied pursuant to Section 6.1.2. There shall be no cross-default between the provisions of this Section 6.1 and the corresponding minimum project provisions of the Other Gateway Lease.

6.1.7 Rent Abatement for Delay in Building Permit. Notwithstanding the provisions of Section 2.4 to the contrary, in the event that Tenant has submitted to City an application for a building permit for the Initial Improvements and such application has been deemed complete by City, and if City thereafter takes longer than sixty (60) days to complete its plan check and processing and to issue such building permit based upon such complete application, Base Rent hereunder with respect to such portion of the Premises containing such Initial Improvements shall be abated for the period between the expiration of such sixty (60)-day period and the date upon which such building permit is issued by City.

6.2 Other Requirements for Initial Improvements. In addition to the requirements in Section 6.1, Tenant shall construct or cause to be constructed the Initial Improvements in accordance with the requirements set forth in this Section 6.2. To the extent the subject matter and provisions of any of the requirements set forth in this Section 6.2 are specifically addressed in the Master Plan, Development Agreement and/or PUD, then in the event of any conflict between the provisions of this Section 6.2 and the provisions of such Regulatory Approvals, the provisions of such Regulatory Approvals shall control. Notwithstanding any provision herein to the contrary, Tenant's obligation to complete construction of the Initial Improvements in accordance with this Lease shall be guaranteed by the Completion Guaranty. **[NOTE: CITY ADMINISTRATOR SHALL HAVE THE RIGHT TO SUBSTITUTE IN FOR ALL OR ANY OF THE FOLLOWING PROVISIONS OF SECTION 6.2 OR SECTION 6.3, ANY APPLICABLE PROVISIONS FROM THE MASTER PLAN, DEVELOPMENT AGREEMENT AND/OR PUD THAT SPECIFICALLY ADDRESS AND SUPERSEDE THE SUBJECT MATTER AND PROVISIONS OF THE FOLLOWING PROVISIONS OF SECTION 6.2 OR SECTION 6.3].**

6.2.1 Approval of Construction Documents. Tenant shall prepare and submit to Landlord, for review and written approval hereunder, reasonably detailed Schematic Drawings, and following Landlord's approval of such Schematic Drawings, Preliminary and

Final Construction Documents which are consistent with the approved Schematic Drawings (collectively, Schematic Drawings, Preliminary and Final Construction Documents are referred to as "Construction Documents"). Landlord may waive the submittal requirement of Schematic Drawings for a particular Initial Improvement if it determines in its discretion that the scope of such Initial Improvement does not warrant such initial review. Construction Documents shall be prepared by a qualified architect or structural engineer duly licensed in California. Landlord shall approve or disapprove Construction Documents submitted to it for approval within thirty (30) days after submission. Any disapproval shall state in writing the reasons for disapproval. If Landlord deems the Construction Documents incomplete, Landlord shall notify Tenant of such fact within twenty-one (21) days after submission and shall indicate which portions of the Construction Documents it deems to be incomplete. If Landlord notifies Tenant that the Construction Documents are incomplete, such notification shall constitute a disapproval of such Construction Documents. If Landlord disapproves Construction Documents, and Tenant revises or supplements, as the case may be, and resubmits such Construction Documents in accordance with the provisions of this Section 6.2.1, Landlord shall review the revised or supplemented Construction Documents to determine whether the revisions satisfy the objections or deficiencies cited in Landlord's previous notice of rejection, and Landlord shall approve or disapprove the revisions to the Construction Documents within fifteen (15) days after resubmission. If Landlord fails to approve or disapprove Construction Documents (including Construction Documents which have been revised or supplemented and resubmitted) within the times specified within this Section 6.2.1, such failure shall not constitute an Event of Default under this Lease on the part of Landlord, but such Construction Documents shall be deemed approved by the Landlord in its proprietary capacity, provided that Tenant first provides Landlord with at least ten (10) days prior written notice that Tenant intends to deem said Construction Documents so approved. Notwithstanding any provision herein to the contrary, the review or approval by or on behalf of Landlord of any Construction Documents or Improvements hereunder shall not constitute any representation, warranty or agreement by Landlord, express of implied, with respect to the adequacy, sufficiency, completeness, utility, safety or functionality of the subject Improvements and, without limitation, the release, waiver and other provisions of Section 1.1.3 shall in any event be deemed to apply with respect to any such review and approval by or on behalf of Landlord.

6.2.2 Progress Meetings; Coordination. From time to time at the request of either Party during the preparation of Construction Documents, Landlord and Tenant shall hold regular progress meetings to coordinate the preparation, review and approval of the Construction Documents. Landlord and Tenant shall communicate and consult informally as frequently as is necessary to ensure that the formal submittal of any Construction Documents to Landlord can receive prompt and speedy consideration.

6.2.3 Landlord Approval of Revised Construction Documents. Upon receipt by Tenant of a disapproval of Construction Documents from Landlord, Tenant (if it still desires to proceed) shall revise such disapproved portions of such Construction Documents in a manner that addresses Landlord's written objections. Tenant shall resubmit such revised portions to Landlord as soon as possible after receipt of the notice of disapproval. Landlord shall approve or disapprove such revised portions in the same manner as provided in Section 6.2.1 for approval of Construction Documents (and any proposed changes therein) initially submitted to Landlord. If Tenant desires to make any substantial change in the Final Construction Documents after

Landlord has approved them, then Tenant shall submit the proposed change to Landlord for its reasonable approval. Landlord shall notify Tenant in writing of its approval or disapproval within fifteen (15) days after submission to Landlord. Any disapproval shall state, in writing, the reasons therefor, and shall be made within such fifteen (15)-day period.

6.2.4 Construction Permits. Tenant, at its cost, shall be responsible for applying for and diligently pursuing the issuance of, and thereafter compliance with, all permits and other Regulatory Approvals, including any required environmental certification, allowing construction and development of the Initial Improvements (the "Construction Permits"). Upon request by Landlord, Tenant shall provide to Landlord copies of all Construction Permits

6.2.5 Construction Schedule and Reports. All construction with respect to the Project shall be accomplished expeditiously, diligently, and within the timeframes set forth within Section 6.1. During periods of construction, Tenant shall submit to Landlord written progress reports when and as reasonably requested by Landlord.

6.2.6 Conditions to Commencement of Construction. Notwithstanding any provision herein to the contrary, Tenant shall not commence construction of any Initial Improvements until all of the following conditions and requirements have been satisfied by Tenant or waived by Landlord (which waiver shall be in Landlord's sole and absolute discretion) with respect to such Initial Improvements:

6.2.6.1 Landlord shall have approved the Final Construction Documents;

6.2.6.2 Tenant shall have obtained all Construction Permits;

6.2.6.3 Tenant shall have entered into the Initial Improvements Construction Contract;

6.2.6.4 Tenant shall have delivered to Landlord the Completion Guaranty, in the form set forth in Exhibit 6.2.6.4 attached hereto, executed by Prologis, L.P. (or such other Prologis Entity acceptable to Landlord in Landlord's sole and absolute discretion), with respect to such Initial Improvements and such Completion Guaranty shall be in full force and effect;

6.2.6.5 If requested by Landlord, Tenant shall have submitted to Landlord the following bonds (or equivalent security, which may include a letter of credit, acceptable to Landlord in its sole and absolute discretion) issued by a licensed surety, naming the City as co-obligee or assignee, and in a form reasonably satisfactory to City (the "Construction Bonds"):

6.2.6.5.1 A performance bond in an amount not less than one hundred percent (100%) of the cost of construction of the Initial Improvements, based upon the Initial Improvements Construction Contract, as security for the faithful performance of such construction;

6.2.6.5.2 A labor and material payment bond in an amount not less than one hundred percent (100%) of the cost of construction of the Project pursuant to the Construction Contract, as security for payment to persons performing labor and furnishing materials in connection with such construction; and

6.2.6.6 Tenant shall have delivered to Landlord (either before or after the Commencement Date) the Minimum Project Liquidated Damages Guaranty, in the form set forth in Exhibit 6.2.6.6 attached hereto, executed by Prologis, L.P. (or such other Prologis Entity acceptable to Landlord in Landlord's sole and absolute discretion), with respect to the Initial Improvements and such Minimum Project Liquidated Damages Guaranty shall be in full force and effect.

6.2.7 Construction Standards. All construction of the Initial Improvements shall be accomplished in accordance with the Construction Documents and good construction and engineering practices and applicable Laws.

6.2.8 Safety Matters. Tenant shall undertake commercially reasonable measures in accordance with good construction practices (consistent with the requirements of the Community Benefits) to minimize the risk of injury, damage, disruption or inconvenience to the Premises and Improvements and surrounding property, or the risk of injury to members of the public, caused by or resulting from such construction. Tenant shall make adequate provision for the safety and convenience of all persons affected by such construction, including erecting construction barricades substantially enclosing the area of such construction and maintaining them until construction has been substantially completed, to the extent reasonably necessary to minimize the risk of hazardous construction conditions.

6.2.9 Costs of Construction. As between Landlord and Tenant, Tenant shall bear and pay all costs and expenses of construction of the Initial Improvements, whether onsite or offsite, including, without limitation, the cost of connections to existing utility lines in adjacent rights-of-way, and any and all cost overruns. Without limiting the preceding provisions, Tenant shall be responsible for performing all site preparation work necessary for construction of the Initial Improvements. Such preparation shall include, without limitation, all Remediation and Handling of Hazardous Materials (subject to the terms of Article 15, disabled access, tenant improvements, demolition of existing structures, grading and all structure and substructure work, public access improvements, and tenant improvements.

6.2.10 Rights of Access. During any period of construction, Landlord and its Agents shall have the right to enter areas in which construction is being performed, on reasonable prior notice during customary construction hours, subject to the rights of Subtenants and to Tenant's right of quiet enjoyment under this Lease, to inspect the progress of the work. Nothing in this Lease, however, shall be interpreted to impose an obligation upon Landlord to conduct such inspections or any liability in connection therewith.

6.2.11 As-Built Plans and Specifications. Tenant shall furnish to Landlord one set of as-built plans and specifications with respect to the Initial Improvements within one hundred twenty (120) days following completion. If Tenant fails to provide such as-built plans and specifications to Landlord within the time period specified herein, and such failure continues

for an additional thirty (30) days following written request from Landlord, Landlord will thereafter have the right to cause an architect or surveyor selected by Landlord to prepare as-built plans and specifications showing such Additional Construction, and the reasonable cost of preparing such plans and specifications shall be reimbursed by Tenant to Landlord as Additional Rent. Nothing in this Section shall limit Tenant's obligations, if any, to provide plans and specifications in connection with the Initial Improvements under applicable regulations adopted by Landlord in its regulatory capacity.

6.3 Landlord's Right to Approve Additional Construction.

6.3.1 Construction Requiring Approval. Tenant shall have the right, from time to time during the Term, to perform Additional Construction in accordance with the provisions of this Section 6.3, provided that Tenant shall not, without Landlord's prior written approval (which approval shall not be unreasonably withheld, delayed or conditioned) do any of the following:

6.3.1.1 Construct additional buildings or other additional structures, other than to replace or restore those previously existing;

6.3.1.2 Increase the bulk or height of any Improvements beyond the bulk or height approved for the then-existing Improvement (other than changes in the bulk or height of equipment penthouses);

6.3.1.3 Materially alter the exterior architectural design of any Improvements (other than changes reasonably required to conform to changes in applicable Law);

6.3.1.4 Decrease by more than five percent (5%) the Gross Building Area or the Leasable Area of the Premises after Completion of the Initial Improvements;

6.3.1.5 Increase by ten percent (10%) or more the Gross Building Area of any building on the Premises after Completion of such building as part of the Initial Improvements; or

6.3.1.6 Perform Additional Construction involving replacement or reconstruction that materially alters the exterior architectural design of any Improvements for any replacement construction. In connection with any replacement or restoration, Tenant shall use materials of at least equal quality, durability, and appearance to the materials originally installed, as reasonably determined by Landlord.

The parties acknowledge that, without limiting what constitutes the Landlord's reasonable approval under this Section 6.3.1, it shall be reasonable for Landlord to withhold its consent under this Section 6.3.1 if the proposed Additional Construction would (i) violate any Regulatory Approvals or applicable Laws or (ii) upon completion of the Additional Construction, result in a change of use of Project which would materially adversely impact the Project or payment to Landlord or City of any amounts hereunder.

6.3.2 Notice by Tenant. At least thirty (30) days before commencing any Additional Construction which in Tenant's good faith judgment, requires Landlord's approval, Tenant shall notify Landlord of such proposed Additional Construction. Such notice shall be accompanied by Final Construction Documents for such Additional Construction. Within twenty (20) days after receipt of such notice from Tenant, Landlord shall have the right to object to any such Additional Construction, to the extent that such Additional Construction requires Landlord's approval.

6.3.3 Permits. Tenant acknowledges that Landlord's approval of Additional Construction (or the fact that Tenant is not required to obtain Landlord's approval) does not alter Tenant's obligation to obtain all Regulatory Approvals and all permits required by applicable Law to be obtained from governmental agencies having jurisdiction, including, where applicable, from the Landlord itself in its regulatory capacity, including, without limitation, building permits.

6.3.4 Other Requirements. The requirements set forth in Sections 6.2.1 through 6.2.6 also shall apply to any and all Additional Construction requiring Landlord's approval, subject to the following modifications:

6.3.4.1 Construction Schedule. All Additional Construction shall be accomplished expeditiously and diligently, subject to Force Majeure;

6.3.4.2 Conditions to Commencement of Construction. Tenant shall have submitted to Landlord in writing its good faith estimate of the anticipated total construction costs of the Additional Construction. If such good faith estimate exceeds One Million Dollars ($1,000,000), Tenant shall also submit evidence reasonably satisfactory to Landlord of Tenant's ability to pay such costs as and when due; and

6.3.4.3 As-Built Plans and Specifications. Tenant shall only be required to furnish to Landlord as-built plans and specifications with respect to Additional Construction costing One Hundred Thousand Dollars ($100,000) as Indexed, or more; provided, however, that nothing in this Section shall limit Tenant's obligations, if any, to provide plans and specifications in connection with the Additional Construction under applicable regulations adopted by Landlord in its regulatory capacity.

6.4 Minor Alterations. Without limiting, but subject to, the provisions of Section 6.3.1, Landlord's approval hereunder shall not be required for (a) the installation, repair or replacement of such improvements to the interior of any building commonly encompassed, and generally commercially understood to be included, within "tenant improvements," furnishings, fixtures, equipment or decorative Improvements or repair or replacement of worn out or obsolete components of the Improvements which do not materially affect the structural integrity of the Improvements unless otherwise required under Sections 6.2.1.1 through 6.2.1.6, (b) recarpeting, repainting the interior or exterior of the Premises, groundskeeping, or similar alterations, or (c) any other Additional Construction which does not require a building permit (collectively, "Minor Alterations").

6.5 Tenant Improvements. Landlord's approval hereunder shall not be required for the installation of tenant improvements and finishes (excluding retail storefronts or facades) to prepare portions of the Premises for occupancy or use by Subtenants, provided that the foregoing shall not alter Tenant's obligation to obtain any required Regulatory Approvals and permits, including, as applicable, a building permit from the City, acting in its regulatory capacity.

6.6 Title to Improvements. During the Term of this Lease, Tenant shall own all of the Improvements, including all Additional Construction and all appurtenant fixtures, machinery and equipment installed therein (except for trade fixtures and other personal property of Subtenants). During the Term, for federal income tax purposes, Tenant shall be the "tax owner" of the Improvements, including all Additional Construction, and all appurtenant fixtures, machinery and equipment installed therein (except for trade fixtures and other personal property of Subtenants) and shall be entitled to depreciation deductions and any tax credits with respect to the Improvement, including all Additional Construction and all appurtenant fixtures, machinery and equipment installed therein (except for trade fixtures and other personal property of Subtenants). At the expiration or earlier termination of this Lease, title to the Improvements, including appurtenant fixtures (but excluding trade fixtures and other personal property of Tenant and its Subtenants other than Landlord), will vest in Landlord without further action of any Party, and without compensation or payment to Tenant. Tenant and its Subtenants shall have the right at any time, or from time to time, including, without limitation, at the expiration or upon the earlier termination of the Term of this Lease, to remove Personal Property from the Premises; provided, however, that if the removal of Personal Property causes damage to the Premises, Tenant shall promptly cause the repair of such damage at no cost to Landlord.

ARTICLE 7. MANAGEMENT; REPAIR AND MAINTENANCE

7.1 Management and Operating Covenants. Tenant shall maintain and operate the Premises, or cause the Premises to be maintained and operated, in a manner consistent with this Lease and the standards for the maintenance and operation of other comparable trade and logistics projects located in military base reuse or port areas elsewhere in the State of California, subject to the provisions of Articles 9 and 10. Tenant shall be exclusively responsible, at no cost to Landlord, for the management and operation of the Improvements.

7.2 Tenant's Duty to Maintain. Except as otherwise expressly provided in this Article 7, and Articles 9 and 10, throughout the Term of this Lease, Tenant shall maintain and repair, at no cost to Landlord, the Premises, in the condition and repair required under Section 7.1, and in compliance with all applicable Laws and the requirements of this Lease. Tenant shall promptly make (or cause others to make) all necessary repairs, renewals and replacements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, foreseen or unforeseen. Tenant shall make such repairs with materials, apparatus and facilities as originally installed and approved by Landlord under the LDDA or this Lease, or, if not originally subject to Landlord approval or not commercially available, with materials, apparatus and facilities at least equal in quality, appearance and durability to the materials, apparatus and facilities repaired, replaced or maintained. All such repairs and replacements made by Tenant shall be at least equivalent in quality, appearance, public safety, and durability to and in all respects consistent with the Initial Improvements. Except as otherwise provided in the Master Plan, Development Agreement or PUD or elsewhere in this Lease, and subject to the provisions of Article 4, Tenant

shall not be obligated to maintain any public utilities or public infrastructure located in any dedicated public rights of way.

7.3 Costs of Repairs, Etc.

7.3.1 No Obligation of Landlord; Waiver of Rights. As between Landlord and Tenant, and except as otherwise expressly provided in Article 15: (i) Tenant shall be solely responsible for the condition, operation, repair, maintenance and management of the Premises, including any and all Improvements, from and after the Commencement Date; (ii) Landlord shall have no obligation to make repairs or replacements of any kind or maintain the Premises, any Improvements or any portion thereof; and (iii) Tenant waives the benefit of any existing or future law that would permit Tenant to make repairs or replacements at Landlord's expense, or abate or reduce any of Tenant's obligations under, or terminate, this Lease, on account of the need for any repairs or replacements. Without limiting the foregoing, Tenant hereby waives any right to make repairs at Landlord's expense as may be provided by Sections 1932(1), 1941 and 1942 of the California Civil Code, as any such provisions may from time to time be amended, replaced, or restated.

7.3.2 Notice. Tenant shall deliver to Landlord, promptly after receipt, a copy of any notice which Tenant may receive from time to time: (i) from any governmental authority (other than Landlord) having responsibility for the enforcement of any applicable Laws (including Disabled Access Laws or Hazardous Materials Laws), asserting that the Project is in violation of such Laws; or (ii) from the insurance company issuing or responsible for administering one or more of the insurance policies required to be maintained by Tenant under Article 14, asserting that the requirements of such insurance policy or policies are not being met.

ARTICLE 8. UTILITY SERVICES

8.1 Utility Services. Landlord, in its proprietary capacity as owner of the Property and landlord under this Lease, shall not be required to provide any utility services to the Premises or any portion of the Premises. Tenant and its Subtenants shall be responsible for contracting with, and obtaining, all necessary utility and other services, as may be necessary and appropriate to the uses to which the Premises are put (it being acknowledged that City is the sole and exclusive provider to the Premises of certain public utility services). Tenant will pay or cause to be paid as the same become due all deposits, charges, meter installation fees, connection fees and other costs for all public or private utility services at any time rendered to the Premises or any part of the Premises, and will do all other things required for the maintenance and continuance of all such services. Tenant agrees, with respect to any public utility services provided to the Premises by City, that no act or omission of City in its capacity as a provider of public utility services, shall abrogate, diminish, or otherwise affect the respective rights, obligations and liabilities of Tenant and Landlord under this Lease, or entitle Tenant to terminate this Lease or to claim any abatement or diminution of Rent. Further, Tenant covenants not to raise as a defense to its obligations under this Lease, or assert as a counterclaim or cross-claim in any litigation or arbitration between Tenant and Landlord relating to this Lease, any Losses arising from or in connection with City's provision of (or failure to provide) public utility services, except to the extent that failure to raise such claim in connection with such litigation would result in a waiver of such claim. The foregoing shall not constitute a waiver by Tenant of

any claim it may now or in the future have (or claim to have) against any such public utility provider relating to the provision of (or failure to provide) utilities to the Premises.

ARTICLE 9. DAMAGE OR DESTRUCTION

9.1 Definitions. As used in this Article 9, the following capitalized terms shall have the meanings set forth below. Other capitalized terms used in this Article 9 shall have the meanings set forth elsewhere in this Article 9.

9.1.1 "Casualty Date" means the date of a Casualty Event.

9.1.2 "Casualty Event" means any damage to or destruction of the Premises or of the Improvements thereon or any part thereof by fire or other casualty of any kind or nature (including any casualty for which insurance was not obtained or obtainable), ordinary or extraordinary, foreseen or unforeseen.

9.1.3 "Casualty Restoration Cost" means the reasonably estimated or actual hard costs of Restoration of all or any portion of the Premises or Improvements damaged or destroyed by a Casualty Event.

9.1.4 "Casualty Restoration Funds" as defined in Section 9.4.4.

9.1.5 "Late-Term Casualty" means any Casualty Event at any time during the last five (5) Lease Years of the Term.

9.1.6 "Major Damage or Destruction" means, with respect to any Improvements on the Premises comprised of a completed building, damage to or destruction of such Improvements to the extent that the reasonably estimated or actual hard costs of Restoration will exceed seventy-five percent (75%) of the hard costs to replace such Improvements in their entirety (excluding therefrom any such costs attributable to Restoration of any foundation, footings, pilings and excavation). The calculation of such percentage shall be based upon replacement costs and requirements of applicable Laws (including but not limited to code upgrades) in effect as of the date of the event causing such Major Damage or Destruction.

9.1.7 "Uninsured Casualty" means a Casualty Event for which the Casualty Restoration Cost exceeds the sum of (i) One Million Dollars ($1,000,000), as Indexed plus (ii) the amount of any applicable policy deductible (except in the case of damage or destruction caused by earthquake, if Tenant is obligated to carry earthquake insurance pursuant to Article 14, the amount of the policy deductible shall be deemed to be the lesser of the amount of the policy deductible for non-earthquake damage under Tenant's property insurance policy maintained under Article 14 as of the date of the Casualty Event, or the actual amount of the policy deductible) and which is not covered by available insurance proceeds payable under the policies of insurance that Tenant is required to carry under Article 14 hereof (or those insurance proceeds which would have been payable but for Tenant's default in its obligation to maintain insurance required to be maintained hereunder). Proceeds of insurance shall not be deemed "available" hereunder to the extent that a Mortgagee, pursuant to the terms of its Mortgage permitted in accordance with Article 34, retains or requires the application of such proceeds for purposes other than Restoration.

9.2 General; Notice; Waiver.

9.2.1 General. If at any time during the Term any damage or destruction occurs to all or any portion of the Premises, including the Improvements thereon, and including, but not limited to, any Major Damage and Destruction, the rights and obligations of the Parties shall be as set forth in this Article 9.

9.2.2 Notice. In the event of a Casualty Event that (i) could materially impair use or operation of any material portion of the Improvements for their intended purposes for a period of thirty (30) days or longer, or (ii) exceeds in an individual instance the amount of Two Hundred Fifty Thousand Dollars ($250,000) or aggregate amount, together with any other Casualty Event occurring during the preceding 5-Year Period, of Seven Hundred Fifty Thousand Dollars ($750,000), then Tenant shall promptly, but not more than ten (10) days after the occurrence of the Casualty Event, give written notice thereof to Landlord describing with as much specificity as is reasonable, given the ten (10)-day time constraint, the nature and extent of such damage or destruction; provided, however, that Tenant shall provide Landlord with a supplemental and more detailed written report describing such matters with specificity within ninety (90) days after the occurrence of the damage or destruction. The provisions of this Section 9.2.2 are in addition to, and not in lieu of, the incident management provisions of Section 38.17.

9.2.3 Waiver. The Parties intend that this Lease fully govern all of their rights and obligations in the event of any damage or destruction of the Premises. Accordingly, Landlord and Tenant each hereby waive the provisions of Sections 1932(2) and 1933(4) of the California Civil Code, as such Sections may from time to time be amended, replaced, or restated.

9.3 Rent after Damage or Destruction. If there is any damage to or destruction of the Premises, including the Improvements thereon, this Lease shall not terminate except as otherwise expressly provided in this Article 9. In the event of any damage or destruction to the Improvements that does not result in a termination of this Lease, and at all times before completion of Restoration, Tenant shall pay to Landlord all Rent at the times and in the manner described in this Lease.

9.4 Tenant's Obligation to Restore.

9.4.1 Generally. Except as otherwise expressly provided in this Article 9., if all or any portion of the Improvements are damaged or destroyed, then Tenant shall, at its sole cost and expense and subject to Section 9.5, within a reasonable period of time following the Casualty Event (allowing for securing necessary Regulatory Approvals), commence and diligently (subject to Force Majeure) Restore the Improvements to the greatest feasible extent to the condition they were in immediately before such damage or destruction, in accordance with then applicable Laws (including, but not limited to, any required code upgrades), and without regard to the amount or availability of any insurance proceeds. All Restoration to be performed by or on behalf of Tenant shall be in accordance with and subject to Landlord's prior approval rights and all other documents and procedures regarding Additional Construction set forth in Section 6.3.

9.4.2 Cooperation. Landlord shall cooperate with Tenant and act in a reasonable and expedited manner in connection with any Restoration by Tenant in connection with a Casualty Event, including, without limitation, an expedited review and response to all documents and requests submitted by Tenant in connection with the Restoration. The Parties agree to cooperate and coordinate so as to minimize any interference or delay with respect to Tenant's Restoration.

9.4.3 Insurance Proceeds. Except as otherwise expressly provided in this Article 9, all all-risk coverage insurance proceeds, earthquake and flood proceeds, boiler and machinery insurance proceeds, and any other insurance proceeds, if any (other than business or rental interruption insurance), paid to Landlord or Tenant under any policy of insurance carried by Tenant hereunder, by reason of damage to or destruction of any Improvements,, shall be used by Tenant for the repair or rebuilding of such Improvements, subject to the rights of any Mortgagee under any Mortgage permitted in accordance with Article 34 (as and to the extent provided in such Mortgage). Subject to the preceding sentence, in the event of a Casualty Event that does not constitute Major Damage or Destruction and for which the Casualty Restoration Cost does not exceed One Million Dollars ($1,000,000) as Indexed, Tenant shall have the right to negotiate an insurance settlement with its insurer for claims made under its insurance for such Casualty Event; provided, however, that any such negotiations or settlement shall not relieve or release Tenant from any of its Rent or Restoration obligations or other obligations under this Lease.

9.4.4 Deposit of Casualty Restoration Funds in Certain Circumstances. In the case of any Casualty Event (i) that constitutes Major Damage or Destruction or (ii) for which the Casualty Cost equals or exceeds One Million Dollars ($1,000,000) as Indexed, Tenant shall deposit all insurance proceeds received by Tenant in connection with such Casualty Event with a Depositary to Restore the Premises, which Depositary shall be authorized to make disbursement therefrom in accordance with Section 9.4.6; provided, however, that if at any time the Casualty Restoration Cost exceeds the net insurance proceeds actually deposited with the Depositary, then Tenant shall either (i) also deposit with the Depositary such cash as is sufficient to cover the difference between the Casualty Restoration Cost and the net insurance proceeds ("Additional Casualty Cash"), or (ii) obtain payment or performance bonds, or a letter of credit, in the full amount of the Additional Casualty Cash to cover the payment and performance of the Restoration and naming Landlord, Tenant and the Mortgagee, as their interests may appear, as additional obligees and in form reasonably satisfactory to Landlord (such bonds, together with such net insurance proceeds and any interest earned thereon, and the Additional Casualty Cash, the "Casualty Restoration Funds").

9.4.5 Release of Casualty Restoration Funds.

9.4.5.1 Use by Tenant. Subject to this Section 9.4.5 and the satisfaction by Tenant of all of the terms and conditions of this Article 9, the Depositary shall pay to Tenant from time-to-time any Casualty Restoration Funds it holds, but not more than the amount actually collected by the Depositary upon the loss, together with any interest earned thereon, after reimbursing itself therefrom, as well as Landlord, to the extent, if any, of the reasonable expenses paid or incurred by the Depositary and Landlord in the collection of such monies, to be utilized by Tenant solely for the Restoration, such payments to be made as follows:

9.4.5.1.1 prior to commencing any Restoration, Tenant shall have provided and Landlord shall have approved all items required pursuant to Section 9.4.1;

9.4.5.1.2 the Casualty Restoration Funds held by the Depositary shall be paid to Tenant in installments as the Restoration progresses, subject to Sections 9.4.5.1.3 and 9.4.5.2), based upon requisitions to be submitted by Tenant to the Depositary and Landlord in compliance with Section 9.4.5.1.3, showing the cost of labor and materials purchased for incorporation in the Restoration, or incorporated therein since the previous requisition, and due and payable or paid by Tenant; provided, however, that if any Encumbrance is filed against the Premises or any part thereof in connection with the Restoration, Tenant shall not be entitled to receive any further installment until such Encumbrance is satisfied or discharged in accordance with this Lease; provided further that notwithstanding the foregoing, but subject to the provisions of Sections 9.4.5.1.3 and 9.4.5.2, the existence of any such Encumbrance shall not preclude Tenant from receiving any installment of Casualty Restoration Funds held by the Depositary so long as (i) such Encumbrance will be discharged with funds from such installment and at the time Tenant receives such installment Tenant delivers to Landlord and the Depositary a release of such Encumbrance executed by the lienor and in recordable form, or (ii) Tenant in good faith contests the Encumbrance and has provided the security reasonably adequate to Landlord;

9.4.5.1.3 the amount of each installment to be paid to Tenant shall be the aggregate amount of Casualty Restoration Costs theretofor incurred by Tenant minus the aggregate amount of Casualty Restoration Funds theretofor paid to Tenant in connection therewith; provided, however, that all disbursements to Tenant shall be made based upon an architect's or engineer's certificate for payment in accordance with industry standards, and disbursements may be made for advance deposits for material and contractors to the extent that such disbursements are customary in the industry and provided that the unapplied portion of the funds held by the Depositary is sufficient to complete the Restoration; and

9.4.5.1.4 except as provided in Section 9.4.5.3, upon completion of and payment for the Restoration by Tenant, subject to the rights of any Mortgagee, the Depositary shall pay the balance of the Casualty Restoration Funds it holds, if any, to Tenant; provided, however, that if the insurance proceeds are insufficient to pay for the Restoration (or if there shall be no insurance proceeds), Tenant shall nevertheless be required to make the Restoration and provide the Additional Casualty Cash necessary to complete the Restoration as provided in Section 9.4.4.

9.4.5.2 Conditions of Payment. The following shall be conditions precedent to each payment made to Tenant as provided in Section 9.4.5.1:

9.4.5.2.1 Tenant shall have provided and Landlord shall have approved all items required pursuant to Section 9.4.1;

9.4.5.2.2 at the time of making such payment, no Event of Default exists; and

9.4.5.2.3 the Restoration shall be carried out in accordance with Article 9, and there shall be submitted to the Depositary and Landlord the certificate of the

applicable architect or engineer stating that (i) the materials and other items which are the subject of the requisition have been delivered to the Premises (except with respect to requisitions for advance deposits permitted under Section 9.4.5.1.3, free and clear of all Encumbrances, and no unsatisfied or unbonded mechanic's lien or other Encumbrances have been claimed, except for any mechanic's lien for claims that (A) will be discharged, by bonding or otherwise, with funds to be received pursuant to such requisition (provided that a release of such Encumbrance is delivered to the Depositary in accordance with Section 9.4.5.1.2, or (B) Tenant in good faith contests the Encumbrance and has provided the security reasonably adequate to Landlord, (ii) the sum then requested to be withdrawn either has been paid by Tenant or is due and payable to contractors, engineers, architects or other Persons (whose names and addresses shall be stated), who have rendered or furnished services or materials for the work and giving a brief description of such services and materials and the principal subdivisions or categories thereof and the several amounts so paid or due to each of such Persons in respect thereof, and stating in reasonable detail the progress of the work up to the date of such certificate, (iii) no part of such expenditures has been made the basis, in any previous requisition (whether paid or pending), for the withdrawal of Casualty Restoration Funds or has been made out of the Casualty Restoration Funds received by Tenant, (iv) the sum then requested does not exceed the value of the services and materials described in the certificate, (v) the work relating to such requisition has been performed in accordance with this Lease, (vi) the balance of the Casualty Restoration Funds held by the Depositary or available from other sources will be sufficient upon completion of the Restoration to pay for the same in full, and stating in reasonable detail an estimate of the cost of such completion, and (vii) in the case of the final payment to Tenant, the Restoration has been completed in accordance with this Lease.

9.4.6 Razing Damaged Improvements. Without limiting any of Tenant's obligations under this Article 9, and notwithstanding any provision herein to the contrary, in the event of any Casualty Event for which a Restoration will not be, or is not, completed pursuant to this Article 9, Tenant, at its sole cost and expense, shall promptly raze or remove, to the greatest feasible extent, any and all damaged or destroyed Improvements as may be designated by Landlord, without regard to the amount or availability of any insurance proceeds (although Tenant may use any available insurance proceeds to do so).

9.5 Rights of Landlord. In addition to the other rights and remedies available to Landlord that are set forth elsewhere in this Lease, the following rights and remedies shall be available to Landlord in the event of a Casualty Event:

9.5.1 Expiration or Termination of Lease Prior to Completion of Restoration. In any case where this Lease shall expire or be terminated with respect to all or any portion of the Premises prior to the completion of any Restoration thereon required under this Lease, Tenant shall: (i) promptly raze or remove any and all damaged or destroyed Improvements as may be designated by Landlord (and Tenant may use any available insurance proceeds to do so); (ii) promptly account to Landlord for all amounts spent in connection with any Restoration which was undertaken; (iii) immediately pay over or cause the Depositary to pay over to Landlord the remainder, if any, of the Casualty Restoration Funds received by Tenant or held by the Depositary prior to such termination or cancellation; (iv) pay over or cause the Depositary to pay over to Landlord, within five (5) Business Days after receipt thereof, any Casualty Restoration Funds received by Tenant or the Depositary subsequent to such termination or

cancellation; (v) immediately pay over to Landlord any outstanding Additional Casualty Cash that Tenant should have deposited with the Depositary prior to such termination or cancellation; and (vi) immediately pay to Landlord all accrued and unpaid Rent through the date of such expiration or termination; provided that any amounts paid to Landlord pursuant to preceding clauses (iii), (iv) or (v) are subject to the rights in any such sums of any Mortgagee under a Mortgage permitted in accordance with Article 34 (as and to the extent provided in such Mortgage). Upon completion of and payment for the Restoration and any accrued and unpaid Rent, Landlord shall return to Tenant any unused portion of the Casualty Restoration Funds.

9.5.2 Failure to Restore Following a Casualty Event.

9.5.3.1 If, in the event of a Casualty Event, (A) Tenant fails or neglects to commence the diligent Restoration of the Premises or the portion thereof so damaged or destroyed as required hereunder, or (B) having so commenced such Restoration, Tenant fails to diligently complete the same in accordance with the terms of this Lease, then Landlord may, by giving sixty (60) calendar days' prior notice to Tenant, subject to the rights of the Mortgagee pursuant to Article 34 and the provisions set forth in Article 30, terminate this Lease. Upon such termination, this Lease shall cease and the Term shall immediately become forfeited and void.

9.5.3.2 If, in the event of a Casualty Event, (A) Tenant fails or neglects to commence the diligent Restoration of the Premises or the portion thereof so damaged or destroyed as required hereunder, (B) having so commenced such Restoration, Tenant fails to diligently complete the same in accordance with the terms of this Lease, or (C) prior to the completion of any such Restoration by Tenant, this Lease shall expire or be terminated in accordance with the terms of this Lease, then Landlord may, but shall not be required to, complete such Restoration at Tenant's expense and shall be entitled to be paid out of the Casualty Restoration Funds for the relevant Restoration costs incurred by Landlord. Upon completion of and payment for the Restoration, Landlord shall return to Tenant any unused portion of the Casualty Restoration Funds. Landlord's rights and Tenant's obligations under this Section 9.5 shall survive the expiration or termination of this Lease.

9.6 Tenant's Election to Restore or Partially Terminate Lease Under Certain Circumstances.

9.6.1 Late-Term Casualty, Uninsured Casualty or Major Damage or Destruction. In the event of any (i) Late-Term Casualty, (ii) any Major Damage or Destruction during the last ten (10) Lease Years of the Term, or (iii) Uninsured Casualty at any time during the Term, then at the time Tenant provides Landlord with the ninety (90) day report described in Section 9.2.2 above, Tenant shall also provide Landlord with written notice (the "Casualty Notice") either (1) electing to commence and complete Restoration of the Improvements, or (2) electing to terminate this Lease with respect to the portion of the Premises containing the Improvements damaged or destroyed by such Casualty Event (subject to the provisions of Section 9.5). Tenant shall provide Landlord with the Casualty Notice no later than ninety (90) days following the occurrence of such Late-Term Casualty, Major Damage or Destruction or Uninsured Casualty. If Tenant elects to Restore the Improvements, such Restoration shall be completed in accordance with Section 9.4.

9.6.2 Other Circumstances Allowing Partial Termination. Notwithstanding the foregoing or subsequent provisions of this Article 9, Tenant shall not be required to Restore the Improvements and may elect to terminate this Lease in accordance with this Article 9 with respect to the portion of the Premises containing the Improvements damaged or destroyed by a Casualty Event (subject to the provisions of Section 9.5 if: (A) the Laws then existing would not allow Tenant to Restore the Improvements; (B) all necessary governmental approvals required for the Restoration of the Improvements cannot be obtained, within eighteen (18) months from the date of the Casualty Event; provided that Tenant is proceeding as promptly as reasonably practicable and is using all commercially reasonable efforts to obtain such approvals within such time; or (C) in the case of Major Damage and Destruction occurring prior to the last ten (10) Lease Years of the Term, if Tenant reasonably anticipates, based upon a schedule of performance for such Restoration prepared with due diligence by Tenant in consultation with a licensed general contractor experienced is similar construction projects in Oakland and approved by Landlord, that at the time of completion of the Restoration, less than ten (10) Lease Years would remain in the Term.

9.6.3 Conditions to Partial Termination. As a condition precedent to Tenant's right to terminate the Lease upon the occurrence of an event set forth in Section 9.6.1 or 9.6.2, Tenant shall do all of the following:

9.6.3.1 In the event of Major Damage or Destruction during the last ten (10) Lease Years of the Term, or any Uninsured Casualty, Tenant in its election to terminate described in Section 9.6.1 shall provide Landlord with a statement of the Casualty Cost, and the amount by which the Casualty Cost plus the amount of any applicable policy deductible (subject to the limitations on the policy deductible for damage or destruction caused by earthquake or flood as set forth in Section 9.1.6 above) exceeds insurance proceeds payable (or those insurance proceeds which would have been payable but for Tenant's default in its obligation to maintain insurance required to be maintained hereunder), accompanied by supporting evidence reasonably acceptable to Landlord, such as (by way of example) at least two (2) bids from experienced general contractors, and supporting documentation from Tenant's insurer as to the amount of the policy deductible, and the coverage available for the event of damage and destruction; and

9.6.3.2 Tenant shall pay or cause to be paid the following amounts from casualty insurance proceeds upon the later of making the election to terminate or promptly following receipt of such proceeds in the following order of priority:

9.6.3.2.1 first, to Landlord (or Tenant, if such work is performed by, or on account of, Tenant at its cost) for the Casualty Restoration Cost incurred for any work required to alleviate any threat to the public safety and welfare or damage to the environment, including without limitation, any demolition or hauling of rubble or debris;

9.6.3.2.2 second, to each Mortgagee under any Mortgage permitted in accordance with Article 34 (as and to the extent provided in such Mortgage) demanding payment thereof in accordance with its Mortgage and applicable Law (in order of lien priority and not pro rata), that portion of the remaining casualty insurance proceeds arising out of or in connection with such Casualty Event in an amount not to exceed the aggregate amounts

then owed to the Non-Affiliate Mortgagee and secured by all Non-Affiliate Mortgages under the loan documents therefor; and

9.6.3.2.3 all remaining insurance proceeds to Landlord.

9.6.4 Possession and Quitclaim Upon Partial Termination. Without limiting any other obligations of Tenant hereunder, upon any termination of this Lease under this Article 9 with respect to all or any portion of the Premises damaged or destroyed by a Casualty Event, Tenant shall deliver to Landlord possession of that portion of the Premises subsumed within such termination and shall quitclaim to Landlord all right, title and interest in such portion of the Premises and any remaining Improvements located thereon.

9.6.5 Landlord's Election Upon Notice of Partial Termination. Notwithstanding the foregoing, if Tenant elects to terminate this Lease with respect to a portion of the Premises pursuant to Section 9.6.1 or 9.6.2, solely due to an Uninsured Casualty, then Landlord may, by written notice to Tenant within sixty (60) days after Landlord's receipt of Tenant's Casualty Notice, elect any of the following: (i) terminate the Lease and accept the surrender of such portion of the Premises in their then-existing condition (subject to Tenant's compliance with Section 9.5), or (ii) continue this Lease in full force and effect, and pay the amount by which the Casualty Restoration Cost will exceed the sum of (i) net available proceeds of any insurance payable under the policies of insurance that Tenant is required to carry under Article 14 hereof (or which would have been payable but for Tenant's default in its obligation to maintain such insurance) plus (ii) One Million Dollars ($1,000,000), as Indexed plus (iii) the amount of any applicable policy deductible (except that in the case of damage or destruction caused by earthquake, the amount of the policy deductible shall be deemed to be the lesser of the amount of the policy deductible for non-earthquake damage under Tenant's property insurance policy maintained under Article 14 as of the Casualty Date, or the actual amount of the policy deductible) and require Tenant to Restore the Premises in accordance with Section 11.4.2. During the last ten (10) Lease Years of the Term, Landlord shall not have the right to elect to pay the incremental cost and cause Tenant to Restore unless Tenant agrees in writing to do so, in its sole discretion.

9.7 Effect of Partial Termination. If Tenant elects to terminate the Lease pursuant to Section 9.6.1 or 9.6.2, and Landlord elects not to continue the Lease in effect as provided under Section 9.6.5, then, on the date that Tenant shall have fully complied with all provisions of Sections 9.5 and 9.6 to the satisfaction of Landlord, this Lease shall terminate with respect to such portion of the Premises set forth in Tenant's election to terminate thereunder (except that, for purposes of payment of Rent, the effective date of termination shall be the Casualty Date). Upon such termination, Tenant (subject to Tenant's compliance with all provisions of Sections 9.5 and 9.6) and Landlord shall be released from any future obligations under this Lease with respect to the portion of the Premises subsumed within such termination, provided, however, that the indemnification provisions hereof and all other obligations under this Lease that are expressly stated herein to survive any termination of this Lease shall survive any such termination. In addition, termination of this Lease under this Article 9 shall not limit the right of a Mortgagee to a New Lease as defined and permitted in accordance with Article 34 unless such Mortgagee has agreed otherwise. The rights of any Mortgagee hereunder, and any rights of Tenant or Landlord to receive insurance proceeds in accordance with the provisions of this Lease

shall survive the termination of this Lease. At Landlord's request following any termination, Tenant shall deliver to Landlord a duly executed and acknowledged quitclaim deed suitable for recordation and in form and content satisfactory to Landlord.

9.8 No Release of Tenant's Obligations. No Casualty Event shall permit Tenant to surrender this Lease or relieve Tenant from any obligations, including, but not limited to, the obligation to pay Rent, except as otherwise expressly provided herein.

9.9 Benefit of Landlord. Except as otherwise expressly provided herein, the requirements of this Article 9 are for the benefit only of Landlord, and no other Person shall have or acquire any claim against Landlord as a result of any failure of Landlord to actually undertake or complete any Restoration as provided in this Article 9 or to obtain the evidence, certifications and other documentation provided for herein.

ARTICLE 10. CONDEMNATION

10.1 Definitions. As used in this Article 10, the following capitalized terms shall have the meanings set forth below. Other capitalized terms used in this Article 10 shall have the meanings set forth elsewhere in this Article 10.

10.1.1 "Condemnation" means the taking or damaging, including severance damage, of all or any part of any property, or the right of possession thereof, by eminent domain, inverse condemnation, or for any public or quasi-public use under the law. Condemnation may occur pursuant to the recording of a final order of condemnation, or by a voluntary sale of all or any part of any property to the Condemning Authority (or to a designee of the Condemning Authority), provided that the property or such part thereof is then under the threat of condemnation or such sale occurs by way of settlement of a condemnation action.

10.1.2 "Condemnation Award" means all amounts, compensation, sums or value paid, awarded or received for a Condemnation, whether pursuant to judgment, agreement, settlement or otherwise.

10.1.3 "Condemnation Date" means the earlier of: (a) the date when possession of the condemned property is taken by the Condemning Authority; or (b) the date when title to the condemned property vests in the Condemning Authority.

10.1.4 "Condemnation Restoration Allocation" as defined in Section 10.6.2.2.2.

10.1.5 "Condemnation Restoration Cost" means the reasonably estimated or actual cost of any Restoration of the Premises attributable to a Condemnation of the Premises.

10.1.6 "Condemnation Restoration Funds" as defined in Section 10.9.3.

10.1.7 "Condemned Land Value" as defined in Section 10.8.3.

10.1.8 "Condemning Authority" means the governmental authority effectuating a Condemnation.

10.1.9 "Net Condemnation Award" as defined in Section 10.8.

10.1.10 "Partial Condemnation" means any Condemnation other than a Total Condemnation or a Substantial Condemnation.

10.1.11 "Substantial Condemnation" means a Condemnation of less than the entire Premises, or of less than Tenant's entire leasehold estate therein, where such Condemnation results in any of the following:

10.1.11.1 the part of the Premises that is taken is at least (A) seventy percent (70%) of the total square footage of the Property, and/or (B) seventy percent (70%) of the Gross Building Area on the Premises;

10.1.11.2 substantially and materially impairs access to the entire Premises and no alternative access can be constructed or made available: or

10.1.11.3 in the reasonable mutual determination of Landlord and Tenant (or, in the event Landlord and Tenant cannot reach such mutual determination, in the good faith opinion of a third party expert reasonably satisfactory to Landlord and Tenant), renders the entire Premises untenantable, unsuitable, or economically infeasible for the Permitted Uses.

10.1.12 "Temporary Condemnation" means any Condemnation of all or any portion of the Premises for a temporary period lasting less than the remaining Term of this Lease, other than in connection with a Substantial Condemnation or a Partial Condemnation for the remainder of the Term.

10.1.13 "Total Condemnation" means a Condemnation of the entire Premises or Tenant's entire leasehold estate therein.

10.2 General. If, at any time during the Term, there is any Condemnation of all or any part of the Premises, including any of the Improvements, the rights and obligations of the Parties shall be determined pursuant to this Article 10.

10.3 Notice. In case of the commencement of any proceedings or negotiations which might result in a Condemnation of all or any portion of the Premises during the Term, the Party learning of such proceedings shall promptly give written notice of such proceedings or negotiations to the other Party. Such notice shall describe with as much specificity as is reasonable, the nature and extent of such Condemnation or the nature of such proceedings or negotiations and of the Condemnation which might result therefrom, as the case may be, and shall include a copy of any notice received from the condemning authority.

10.4 Waiver. Except as otherwise provided in this Article 10, the Parties intend that the provisions of this Lease shall govern their respective rights and obligations in the event of a Condemnation. Accordingly, but without limiting any right to terminate this Lease given Tenant in this Article 10, Tenant waives any right to terminate this Lease upon the occurrence of a Partial Condemnation under Sections 1265.120 and 1265.130 of the California Code of Civil Procedure, as such Sections may from time to time be amended, replaced or restated.

10.5 Total Condemnation. In the event of a Total Condemnation, this Lease and all of Tenant's right, title, interest and future obligations thereunder, and any and all Subleases, shall terminate on the Condemnation Date; provided, however, that such termination shall not terminate any of Tenant's obligations or liabilities under this Lease that are expressly stated herein to survive the termination of this Lease.

10.6 Substantial Condemnation.

10.6.1 Tenant Right to Terminate. In the event of a Substantial Condemnation, Tenant shall have the right, subject to the rights of any Mortgagee pursuant to Article 34 and the provisions of Article 30, to elect to terminate this Lease by delivery to Landlord of written notice of such election ("Tenant's Termination Notice") within ninety (90) says after the Condemnation Date. Upon such election by Tenant, this Lease and all of Tenant's right, title, interest and future obligations thereunder, and any and all Subleases, shall terminate on the Condemnation Date; provided, however, that such termination shall not terminate any of Tenant's obligations or liabilities under this Lease that are expressly stated herein to survive the termination of this Lease. In the event Tenant shall not provide Tenant's Termination Notice within such ninety (90) day period, Tenant shall be deemed to have elected not to terminate this Lease, in which event this Lease shall continue in full force and effect as to the portion of the Premises (or of Tenant's leasehold estate) remaining immediately after such Substantial Condemnation and Tenant shall proceed promptly to Restore the Premises pursuant to Section 10.9.

10.6.2 Exceptions to Tenant Right to Terminate. Notwithstanding the provisions of Section 10.6.1 to the contrary, Tenant shall have no right to terminate this Lease under Section 10.6.1 if:

10.6.2.1 the Condemnation is of Tenant's leasehold estate for less than one year (subject to Section 10.10), unless such Condemnation occurs during the last five (5) years of the Term; or

10.6.2.2 the condition giving rise to the Substantial Condemnation:

10.6.2.2.1 can be cured by the performance of Restoration; and

10.6.2.2.2 the Condemnation Restoration Cost does not exceed the portion of the Condemnation Award allocated to Restoration pursuant to Section 10.8.2 (the "Condemnation Restoration Allocation") by at least One Million Dollars ($1,000,000) as Indexed.

In the event that the Condemnation Restoration Cost exceeds the Condemnation Restoration Allocation by at least One Million Dollars ($1,000,000) as Indexed, Landlord may, in its sole and absolute discretion and without any obligation to do so, provide written notice to Tenant ("Landlord's Continuation Notice") within thirty (30) days after receipt of Tenant's Termination Notice (subject to extension as provided below) that Landlord elects, at its cost and expense, to contribute toward Restoration the amount (the "Restoration Deficiency") by which the Condemnation Restoration Cost exceeds the sum of (1) the Condemnation Restoration Allocation plus (2) One Million Dollars ($1,000,000) as Indexed. In such case, this Lease shall continue in full force and effect and Tenant shall proceed promptly to Restore the Premises

pursuant to Section 10.9 based upon Landlord's election to pay the Restoration Deficiency. In addition, Landlord may extend the thirty (30)-day period for Landlord to provide Landlord's Continuation Notice for up to ninety (90) additional days, by giving notice of such extension to Tenant within the original thirty (30)-day period following receipt of Tenant's Termination Notice. Landlord's right to elect to contribute toward Restoration as set forth above shall be conditioned upon Landlord and Tenant reaching written agreement, with respect to the schedule for performance of required Restoration, the timing of payments of Landlord's contribution to the Restoration (to the extent not available from Landlord's share of the Condemnation Award), and any other related issues which may be necessary or appropriate for resolution in connection with such Restoration and the payment for such Restoration. If no mutually satisfactory agreement is reached within the applicable period for Landlord to provide Landlord's Continuation Notice, Landlord shall have no right to make such election, and Tenant shall retain the right to terminate this Lease with respect to such Substantial Condemnation, subject to Section 10.6.1 and all other applicable provisions of Section 10.6.2.

10.7 Partial Condemnation. In the event of a Partial Condemnation:

10.7.1 this Lease and all of Tenant's right, title and interest thereunder, and any and all Subleases, shall terminate on the Condemnation Date only with respect to the portion of the Premises so taken; provided, however, that such termination shall not terminate any of Tenant's obligations or liabilities under this Lease that are expressly stated herein to survive the termination of this Lease;

10.7.2 this Lease shall remain in full force and effect as to the portion of the Premises (or of Tenant's leasehold estate) remaining immediately after such Partial Condemnation;

10.7.3 Tenant shall proceed promptly to Restore the Premises pursuant to Section 10.9; and

10.7.4 the Base Rent due hereunder from Tenant to Landlord for the remainder of the Term shall be equitably reduced by Landlord from and after such Condemnation Date to the extent Tenant does not have full use of the Premises as a result of such Condemnation (which equitable reduction may, in Landlord's election, be based proportionately upon the relative square footages of the Premises affected by such Partial Condemnation and the total square footage of the Premises prior to such Partial Condemnation).

10.8 Allocation of Condemnation Award. Except as provided in last paragraph of Section 10.6.2 and in Sections 10.10 and 10.11, all Condemnation Awards to either Landlord or Tenant on account of a Condemnation, net of (less) reasonable costs, fees and expenses incurred by either Landlord or Tenant as applicable (including, without limitation, reasonable attorneys' fees and costs) in the collection thereof ("Net Condemnation Award"), shall be allocated between Landlord and Tenant as follows, and subject to the rights of any Mortgagee of a Mortgage permitted in accordance with Article 34 (as and to the extent provided in such Mortgage):

10.8.1 First, to Landlord for the payment of all accrued and unpaid Rent (i.e. Rent payable on any date occurring on or before the Condemnation Date).

10.8.2 Second, in the event of a Partial Condemnation, or in the event of a Substantial Condemnation for which Tenant does not elect to terminate this Lease pursuant to Section 10.6, Tenant shall furnish to Landlord evidence satisfactory to Landlord of the total Condemnation Restoration Cost of the Restoration required by Section 10.9. Upon Landlord's written approval of such Condemnation Restoration Cost, which approval shall not be unreasonably withheld, conditioned or delayed, the portion of the Net Condemnation Award allocable to such Restoration shall be deposited with the Depositary to be held and applied to pay the Condemnation Restoration Cost pursuant to Section 10.9 or, in the event that such Restoration has already been Completed, shall be payable to Tenant.

10.8.3 Third, to the Landlord for the value of the condemned land (comprising the Property) only, considered as unimproved by the Improvements and encumbered by this Lease and subject to the particular uses of the Premises existing immediately prior to the Condemnation Date, and without reference to, or inclusion of, Landlord's reversionary interest in the value of the Improvements (the "Condemned Land Value");

10.8.4 Fourth, to any Mortgagee pursuant to a Mortgage permitted under Article 34, as and to the extent provided in such Mortgage, for payment of all sums secured by its Mortgage that remain outstanding, together with its reasonable out-of-pocket expenses and charges in collecting such portion of the Condemnation Award, including without limitation its reasonable attorneys fees incurred in such collection.

10.8.5 Fifth, Tenant shall receive an amount equal to the value of Tenant's leasehold interest in this Lease, not including the value of the Improvements on the Premises, for the remaining unexpired portion of the Term to the original scheduled Expiration Date, and

10.8.6 Sixth, the balance of the Net Condemnation Award shall be divided proportionately between Landlord, for the value of Landlord's reversionary interest in the Improvements (based on the date the Term would have expired but for the event of Condemnation), and Tenant, for the value of the Improvements for the remaining unexpired portion of the Term to the original scheduled Expiration Date, less any proceeds distributed in repayment of any Mortgages pursuant to Section 10.8.4.

10.8.7 If no Mortgagee has received a portion of the Condemnation Award pursuant to Section 10.8.4, then the balance of the Net Condemnation Award shall be divided proportionately between Landlord, for the value of Landlord's reversionary interest in the Improvements (based on the date the Term would have expired but for the event of Condemnation), and Tenant, for the value of its Leasehold Interest and the Improvements for the remaining unexpired portion of the Term to the original schedule Expiration Date.

Notwithstanding anything to the contrary set forth above, any portion of the Net Condemnation Award which has been specifically designated by the Condemning Authority or in the judgment of any court to be payable to Landlord or Tenant on account of any interest in the Premises or the Improvements separate and apart from Condemned Land Value, the value of Landlord's reversionary interest in the Improvements, Tenants leasehold interest in this Lease, the value of the Improvements on the Premises for the remaining unexpired portion of the Term of this Lease, shall be paid to Landlord or Tenant, as applicable, as so designated by the Condemning

Authority or judgment. Notwithstanding Sections 10.8.5 through 10.8.7, in the event of a Partial Condemnation or Substantial Condemnation, and this Lease is terminated as to all or any portion of the Premises, the fair market value of the remaining Premises and Improvements thereon which become the property of Landlord upon such termination shall be treated for purposes of this Section 10.8 as received by Landlord on account of its share of the Condemnation Award and any Net Condemnation Award payable to Landlord shall be reduced by a like amount and instead paid to Tenant, and any portion of the Net Condemnation Award that is payable to Tenant shall instead be paid to Landlord to the extent Tenant owes such amount to Landlord in satisfaction of accrued and unpaid Rent owed by Tenant to Landlord under this Lease for any period prior to the Condemnation Date. Notwithstanding anything to the contrary herein, unless Landlord is the Condemning Authority effectuating a Condemnation, Landlord shall have no responsibility to pay to Tenant, and shall not be liable for, any Award or other similar proceeds of Condemnation claimed or sought by Tenant in connection with any Condemnation.

10.9 Condemnation Restoration.

10.9.1 General. In the event of a Partial Condemnation, or in the event of a Substantial Condemnation for which Tenant does not elect to terminate this Lease pursuant to Section 10.6, Tenant shall, at its sole cost and expense (whether or not any Condemnation or other similar proceeds, if any, shall be available to pay for the Condemnation Restoration Cost) and within a reasonable period of time (allowing for securing necessary Regulatory Approvals), commence and diligently, subject to Force Majeure, proceed in accordance with this Article 10 to Restore the portions of the Premises that were not subject to such Condemnation to the greatest feasible extent to the condition they were in immediately before such Condemnation. Without limiting the preceding sentence, any and all Condemnation Restoration Allocation payable to Tenant shall be used solely for the purpose of payment of then remaining unpaid Condemnation Restoration Cost to complete Restoration. All Restoration to be performed by or on behalf of Tenant shall be in accordance with and subject to Landlord's prior approval rights and all other documents and procedures regarding Additional Construction set forth in Section 6.3.

10.9.2 Cooperation. Landlord shall cooperate with Tenant and act in a reasonable and expedited manner in connection with any Restoration by Tenant in connection with a Condemnation, including, without limitation, an expedited review and response to all Documents and requests submitted by Tenant in connection with the Restoration. The Parties agree to cooperate and coordinate so as to minimize any interference or delay with respect to Tenant's Restoration and any restoration that may be occurring in other Landlord areas.

10.9.3 Deposit of Condemnation Restoration Funds in Certain Circumstances. Upon the allocation or payment to Tenant of any Condemnation Restoration Allocation at any time that Restoration is not Complete, Tenant shall deposit or cause to be deposited with a Depositary all or such portion of the Condemnation Restoration Allocation necessary for payment in full of the then remaining unpaid Condemnation Restoration Cost to complete such Restoration, such deposit to be used solely for payment of such Condemnation Restoration Cost. If at any such time such unpaid Condemnation Restoration Cost exceeds the amount of the Condemnation Restoration Allocation actually deposited with the Depositary, then Tenant shall either (i) also deposit with the Depositary such cash as is sufficient to cover the difference

between the Condemnation Restoration Cost and the Condemnation Restoration Allocation actually deposited with the Depositary ("Additional Restoration Cash"), or (ii) obtain payment or performance bonds, or post a letter of credit in the full amount of the Additional Restoration Cash to cover the payment and performance of the Restoration and naming Landlord, Tenant and the Mortgagee, as their interests may appear, as additional obligees and in form reasonably satisfactory to Landlord (such bonds, together with such condemnation or similar proceeds and any interest earned thereon, and the Additional Restoration Cash, the "Condemnation Restoration Funds").

10.9.4 Release of Condemnation Restoration Funds.

10.9.4.1 Use by Tenant. Subject to this Section 10.9.4 and the satisfaction by Tenant of all of the terms and conditions of this Article 10, the Depositary shall pay to Tenant from time-to-time any Condemnation Restoration Funds, but not more than the amount actually collected by the Depositary upon the Condemnation, together with any interest earned thereon, after reimbursing itself therefrom, as well as Landlord, to the extent, if any, of the reasonable expenses paid or incurred by the Depositary and Landlord in the collection of such monies, to be utilized by Tenant solely for the Restoration, such payments to be made as follows:

10.9.4.1.1 prior to commencing any Restoration, Tenant shall have provided and Landlord shall have approved all items required pursuant to Section 10.9.1;

10.9.4.1.2 the Condemnation Restoration Funds shall be paid to Tenant in installments as the Restoration progresses, subject to Sections 10.9.4.1.3 and 10.9.4.2, based upon requisitions to be submitted by Tenant to the Depositary and Landlord in compliance with Section 10.9.4.1.3, showing the cost of labor and materials purchased for incorporation in the Restoration, or incorporated therein since the previous requisition, and due and payable or paid by Tenant; provided, however, that if any Encumbrance is filed against the Premises or any part thereof in connection with the Restoration, Tenant shall not be entitled to receive any further installment until such Encumbrance is satisfied or discharged; provided further that notwithstanding the foregoing, but subject to the provisions of Sections 10.9.4.1.3 and 10.9.4.2, the existence of any such Encumbrance shall not preclude Tenant from receiving any installment of Condemnation Restoration Funds so long as (i) such Encumbrance will be discharged with funds from such installment and at the time Tenant receives such installment Tenant delivers to Landlord and the Depositary a release of such Encumbrance executed by the lienor and in recordable form, or (ii) Tenant in good faith contests the Encumbrance and has provided the security reasonably adequate to Landlord;

10.9.4.1.3 the amount of each installment to be paid to Tenant shall be the aggregate amount of Taking Costs theretofor incurred by Tenant minus the aggregate amount of Condemnation Restoration Funds theretofor paid to Tenant in connection therewith; provided, however, that all disbursements to Tenant shall be made based upon an architect's or engineer's certificate for payment in accordance with industry standards, and disbursements may be made for advance deposits for material and contractors to the extent that such disbursements are customary in the industry and provided that the unapplied portion of the funds held by the Depositary is sufficient to complete the Restoration; and

10.9.4.1.4 except as provided in Section 10.9.4.3, upon completion of and payment for the Restoration by Tenant, subject to the rights of any Mortgagee, the Depositary shall pay the balance of the Condemnation Restoration Funds, if any, to Tenant; provided, however, that if the Net Condemnation Awards are insufficient to pay for the Restoration (or if there shall be no insurance proceeds), Tenant shall nevertheless be required to make the Restoration and provide the Additional Restoration Cash necessary to complete the Restoration as provided in Section 10.9.3.

10.9.4.2 Conditions Precedent. The following shall be conditions precedent to each payment made to Tenant as provided in Section 10.9.4.1:

10.9.4.2.1 Tenant shall have provided and Landlord shall have approved all items required pursuant to Section 10.9.1;

10.9.4.2.2 at the time of making such payment, no Event of Default exists; and

10.9.4.2.3 the Restoration shall be carried out in accordance with Article 10, and there shall be submitted to the Depositary and Landlord the certificate of the applicable architect or engineer stating that (i) the materials and other items which are the subject of the requisition have been delivered to the Premises (except with respect to requisitions for advance deposits permitted under Section 10.9.4.1.3), free and clear of all Encumbrances, and no unsatisfied or unbonded mechanic's lien or other Encumbrances have been claimed, except for any mechanic's lien for claims that (A) will be discharged, by bonding or otherwise, with funds to be received pursuant to such requisition (provided that a release of such Encumbrance is delivered to the Depositary in accordance with Section 10.9.4.1.2), or (B) Tenant in good faith contests the Encumbrance and has provided the security reasonably adequate to Landlord, (ii) the sum then requested to be withdrawn either has been paid by Tenant or is due and payable to contractors, engineers, architects or other Persons (whose names and addresses shall be stated), who have rendered or furnished services or materials for the work and giving a brief description of such services and materials and the principal subdivisions or categories thereof and the several amounts so paid or due to each of such Persons in respect thereof, and stating in reasonable detail the progress of the work up to the date of such certificate, (iii) no part of such expenditures has been made the basis, in any previous requisition (whether paid or pending), for the withdrawal of Condemnation Restoration Funds or has been made out of the Condemnation Restoration Funds received by Tenant, (iv) the sum then requested does not exceed the value of the services and materials described in the certificate, (v) the work relating to such requisition has been performed in accordance with this Lease, (vi) the balance of the Condemnation Restoration Funds held by the Depositary or available from other sources will be sufficient upon completion of the Restoration to pay for the same in full, and stating in reasonable detail an estimate of the cost of such completion, and (vii) in the case of the final payment to Tenant, the Restoration has been completed in accordance with this Lease.

10.9.4.3 In any case where this Lease shall expire or be terminated prior to the completion of the Restoration, Tenant shall (i) promptly account to Landlord for all amounts spent in connection with any Restoration which was undertaken, (ii) immediately pay over or cause the Depositary to pay over to Landlord the remainder, if any, of the Condemnation

Restoration Funds received by Tenant or held by the Depositary prior to such termination or cancellation, (iii) pay over or cause the Depositary to pay over to Landlord, within five (5) Business Days after receipt thereof, any Condemnation Restoration Funds received by Tenant or the Depositary subsequent to such termination or cancellation, and (iv) immediately pay over to Landlord any outstanding Additional Restoration Cash that Tenant should have deposited with the Depositary prior to such expiration or termination. Landlord's rights under this Section 10.9.4.3 shall survive the expiration or termination of this Lease.

10.10 Temporary Condemnation. In the event of a Temporary Condemnation, this Lease shall remain in full force and effect without any reduction or abatement of Rent. In such event, any Award shall be payable to Tenant; provided, however, if the Condemnation Award covers any period beyond the expiration of the Term, Landlord shall be entitled to make claim for and participate proportionally in the Condemnation Award, and provided, further, that the portion of any such Condemnation Award allocated or intended to cover the cost of any Restoration shall be used by Tenant for such Restoration in accordance with this Article 10.

10.11 Relocation Benefits, Personal Property. Notwithstanding Section 10.10, Landlord shall not be entitled to any portion of any Net Condemnation Award payable in connection with the Condemnation of the Personal Property of Tenant or any of its Subtenants.

10.12 Benefit of Landlord. Except as otherwise expressly provided herein, the requirement of this Article 10 are for the benefit only of Landlord, and no other Person shall have or acquire any claim against Landlord as a result of any failure of Landlord to actually undertake or complete any Restoration as provided in this Article 10 or to obtain the evidence, certifications and other documentation provided for herein.

10.13 Landlord's Power of Eminent Domain. Tenant acknowledges Landlord's power, in its regulatory capacity and upon payment of just compensation, to exercise its power of eminent domain as to the Premises and the leasehold estate created hereunder; provided, however, that the foregoing acknowledgment shall not be deemed or construed to prejudice or waive any rights of Tenant to challenge or object to any attempt by Landlord so to exercise such power or to recover any damages as may be permitted by law resulting from the exercise of such power.

ARTICLE 11. LIENS

11.1 Liens. Tenant shall not create or permit the attachment of, and shall promptly following notice, discharge (or cause to be removed of record by the posting of a bond in the amount required by Law) at no cost to Landlord, any lien, security interest, or encumbrance on the Premises or Tenant's leasehold estate, other than (i) this Lease, other permitted Subleases and Permitted Title Exceptions, (ii) liens for non-delinquent Impositions (excluding Impositions which may be separately assessed against the interests of Subtenants), except only for Impositions being contested as permitted by Section 4, (iii) Mortgages permitted under Section 34, (iv) Mortgages encumbering the subleasehold interests of Subtenants, provided no such Mortgage encumbers Tenant's leasehold estate unless such Mortgage is permitted under Section 34, (v) liens created by or on behalf of Landlord during the Term, and (vi) liens of mechanics, material suppliers or vendors, or rights thereto, for sums which under the terms of the related

contracts are not at the time due or which are being contested as permitted by Article 4. The provisions of this Section do not apply to liens created by Tenant on its Personal Property.

11.2 Mechanics' Liens. Nothing in this Lease shall be deemed or construed in any way as constituting the request of Landlord, express or implied, for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the Premises or the Improvements, or any part thereof. Tenant agrees that at all times when the same may be necessary or desirable, Tenant will take such action as may be required to prevent the enforcement of any mechanic's or similar liens against the Premises, Tenant's leasehold interest, or Landlord's fee interest in the Premises for or on the account of labor, services or materials furnished to Tenant, or at Tenant's request. Tenant shall provide such advance written notice of any Additional Construction such as shall allow Landlord from time to time to post a notice of non-responsibility on the Premises. If Tenant does not, within sixty (60) days following the imposition of any such lien, cause the same to be released of record, it shall be a material default under this Lease, and Landlord shall have, in addition to all other remedies provided by this Lease or by Law, the right but not the obligation to cause the same to be released by such means as it shall deem proper, including without limitation, payment of the claim giving rise to such lien. All sums paid by Landlord for such purpose and all reasonable expenses incurred by Landlord in connection therewith shall be payable to Landlord by Tenant within thirty (30) days following written demand by Landlord. Notwithstanding the foregoing, Tenant shall have the right to contest any such lien in good faith, if, within sixty (60) days following the imposition of such lien, Tenant, at no cost to Landlord, posts a bond in the statutory amount sufficient to remove such lien from record, or posts other security reasonably acceptable to Landlord.

ARTICLE 12. ASSIGNMENT AND SUBLETTING

12.1 Assignment and Transfer.

12.1.1 Consent of Landlord. Except as otherwise expressly permitted in this Article 12, Tenant, its successors and permitted assigns shall not (i) suffer or permit any Significant Change to occur, or (ii) assign, sell, lien, encumber, sublease, or otherwise transfer all or any part of Tenant's interest in and to this Lease or leasehold either voluntarily or by operation of law (either or both (i) and (ii) above, a "Transfer"), without the prior written consent of Landlord as set forth herein and the satisfaction, or written waiver thereof by Landlord (which waiver shall be in Landlord's sole and absolute discretion), of all conditions precedent set forth in this Article 12. It is the intent of this Lease, to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Lease, that no Transfer of this Lease, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, may operate, legally or practically, to deprive or limit Landlord of or with respect to any rights or remedies or controls provided in or resulting from this Lease with respect to the Premises and the construction of the Improvements that Landlord would have had, had there been no such Transfer. Without limiting the preceding provisions of this Section 12.1.1, it shall in any instance be reasonable for Landlord to withhold its consent to any Transfer proposed by Tenant (each, a "Proposed Transfer") to the extent that any such Proposed Transfer would serve to so deprive or limit Landlord with respect to its rights under this Lease.

12.1.2 Total Transfer. Except as otherwise expressly permitted in Section 12.1.7.2.3 or Section 12.3, Tenant shall not effect any Transfer of the entire Lease or leasehold (each an "Total Transfer"), including any Total Transfer by means of a Significant Change, without Landlord's prior written consent, which may be withheld, delayed or conditioned in Landlord's sole and absolute discretion. The preceding reference to Section 12.1.7.2.3 shall not, under any circumstances, be deemed to permit any Significant Change without Landlord's prior written consent, which may be withheld, delayed or conditioned in Landlord's sole and absolute discretion.

12.1.3 Partial Transfers. Except as otherwise expressly permitted in Section 12.3, Tenant shall not effect any Transfer of less than the entire Lease or leasehold (each a "Partial Transfer"), including any Partial Transfer by means of a Significant Change, without Landlord's prior written consent, which shall not be unreasonably withheld, delayed or conditioned by Landlord if all conditions precedent set forth in Section 12.1.4 are satisfied or waived in writing by Landlord (which waiver shall be in Landlord's sole and absolute discretion).

12.1.4 Conditions. Notwithstanding any provision herein to the contrary (excepting Section 12.1.10), any Transfer is subject to the satisfaction in full, or the written waiver thereof by Landlord (which waiver shall be in Landlord's sole and absolute discretion), of all of the following conditions precedent and covenants of Tenant, all of which are hereby agreed to be reasonable as of the Commencement Date and the date of any Proposed Transfer:

12.1.4.1 Tenant provides Landlord with at least sixty (60) days prior written notice of the Proposed Transfer;

12.1.4.2 Landlord determines, in its reasonable judgment, that the proposed transferee (A) has the financial capacity to own the Project and operate, use and maintain the Premises in accordance with the Lease and otherwise to perform all of Tenant's obligations under this Lease that are applicable to the interest in the Lease or leasehold that is subsumed within the Transfer; and (B) has sufficient experience and reputation in the operation, use and maintenance of projects of a type and size comparable to the Project. In the case of a Partial Transfer, such qualifications of the proposed transferee shall be assessed with respect the portion of the Premises and applicable obligations under the Lease subsumed within the proposed Partial Transfer;

12.1.4.3 any proposed transferee, by instrument in writing (which may, at the election of Landlord in its sole and absolute discretion, constitute or include a new lease agreement directly between Landlord and such proposed transferee), for itself and its successors and assigns, and expressly for the benefit of Landlord, must expressly assume all of the obligations of Tenant under this Lease and any other agreements or documents entered into by and between Landlord and Tenant relating to the Project, or the portion of the Premises that will be subsumed within the Proposed Transfer, and must agree to be subject to all of the covenants, conditions and restrictions to which Tenant is subject under such documents with respect to the Premises or portion thereof that will be subsumed within the Proposed Transfer;

12.1.4.4 all instruments and other legal documents involved in effecting the Transfer shall have been submitted by Tenant to Landlord for review, including the

agreement and instruments of sale, assignment, transfer, or equivalent, any Regulatory Approvals (including, but not limited to, any necessary Regulatory Approvals under, or exemptions from, the Subdivision Map Act), and Landlord shall have approved such documents which approval shall not be unreasonably withheld, delayed or conditioned;

12.1.4.5 Tenant shall comply with the provisions of Section 12.1.5 and, to the extent applicable in the event of a Partial Transfer to a Non-Affiliate Transferee or a Total Transfer to a Non-Affiliate Transferee, Section 12.1.7.1 or 12.1.7.2 as applicable;

12.1.4.6 there shall be no uncured Event of Default or Unmatured Event of Default on the part of Tenant under this Lease uncured or any of the other documents or obligations to be assigned to the proposed transferee, or if uncured, Tenant or the proposed transferee have made provisions to cure the Event of Default, which provisions are satisfactory to Landlord in its sole and absolute discretion;

12.1.4.7 the proposed transferee has demonstrated to Landlord's reasonable satisfaction that the proposed transferee is subject to the jurisdiction of the courts of the State of California;

12.1.4.8 the Proposed Transfer is not in connection with any transaction for purposes of syndicating the Lease, such as a security, bond or certificates of participation financing as determined by Landlord in its sole and absolute discretion but expressly excluding the public trading of shares on the open market;

12.1.4.9 in the event of a Proposed Transfer that is proposed by Tenant to include any Subdivision of the Property or the Premises, with respect to such portion of the Premises subsumed within such Partial Assignment, such Subdivision shall comply with the provisions of Section 12.7.

12.1.4.10 Tenant deposits and pays to Landlord, Landlord's Processing Fees pursuant to Section 12.1.13; and

12.1.4.11 Tenant has delivered to Landlord such other information and documents relating to the proposed transferee's business, experience and finances as Landlord may reasonably request.

12.1.5 Delivery of Executed Assignment. No assignment of any interest in this Lease made with Landlord's consent, or as herein otherwise permitted, will be effective unless and until there has been delivered to Landlord, within thirty (30) days after Tenant entered into such assignment, an executed counterpart of such assignment containing an agreement, in recordable form, executed by Tenant and the transferee, wherein and whereby such transferee assumes performance of all of the obligations on the assignor's part to be performed under this Lease and the other assigned documents to and including the end of the Term (provided, however, that the failure of any transferee to assume this Lease, or to assume one or more of Tenant's obligations under this Lease, will not relieve such transferee from such obligations or limit Landlord's rights or remedies under this Lease or under applicable Law). The form of such instrument of assignment shall be subject to Landlord's approval, which approval shall not be unreasonably withheld, delayed or conditioned.

12.1.6 No Release of Tenant's Liability or Waiver by Virtue of Consent. The consent by Landlord to any Transfer and any Transfer hereunder shall not, nor shall such consent or Transfer in any way be construed to, (i) relieve or release Tenant from any liability or obligation arising at any time out of or with regard to the performance of any covenants or obligations to be performed by Tenant at any time hereunder (except as set forth in Section 12.1.7), or (ii) relieve any transferee of Tenant from its obligation to obtain the express consent in writing of Landlord to any further Transfer.

12.1.7 Release of Tenant Under Certain Circumstances.

12.1.7.1 Partial Transfer to Non-Affiliate. In the event of a voluntary Partial Transfer of Tenant's interest in and to this Lease or leasehold (excluding any Partial Transfer by means of a Significant Change) to a Non-Affiliate Transferee, Tenant, upon (and only upon) written request to Landlord, shall be released from any obligation under this Lease first accruing after the date of Landlord's approval of such Partial Transfer, subject to the prior satisfaction in full or the written waiver thereof by Landlord (which waiver shall be in Landlord's sole and absolute discretion), of all of the following additional conditions precedent and covenants of Tenant, all of which are hereby agreed to be reasonable as of the Commencement Date and the date of any such proposed Partial Transfer:

12.1.7.1.1 The construction of all Initial Improvements on the portion of the Premises to be subsumed within such Partial Transfer have been Completed in accordance with Article 6 and a Certificate of Completion issued for such Initial Improvements;

12.1.7.1.2 Such Partial Transfer has satisfied all conditions precedent set forth in Section 12.1.4;

12.1.7.1.3 Such Partial Transfer has been approved by Landlord pursuant to Section 12.1.3; and

12.1.7.1.4 Tenant shall pay to Landlord an amount (the "Transfer Fee") equal to three and one half percent (3.5%) of the following: (A) the gross purchase price or other consideration paid or payable to Tenant by or on behalf of such Non-Affiliate Transferee in connection with such Partial Transfer; less (B) the amount of any County and City transfer taxes, bona fide brokerage fees, escrow, notary and recording fees, title insurance premiums, and other reasonable, customary and verifiable costs of such Partial Transfer incurred by Tenant and specified on the escrow closing statement received by Tenant in connection with such Partial Transfer, a copy of which statement shall be provided by Tenant to Landlord; provided, however that in no event shall such costs include (1) any payments of loan balances, fees or other amounts to any Mortgagee for the pay-off, pay-down or reconveyance of any Mortgage in connection with such Partial Transfer, or (2) any attorneys' fees or costs.

12.1.7.2 Total Transfer to Non-Affiliate. In the event of a voluntary Total Transfer of Tenant's interest in and to this Lease or leasehold (excluding any Total Transfer by means of a Significant Change) to a Non-Affiliate Transferee, Tenant, upon (and only upon) written request to Landlord, shall be released from any obligation under this Lease first accruing after the date of Landlord's approval of such Transfer, subject to the prior satisfaction in full or

the written waiver thereof by Landlord (which waiver shall be in Landlord's sole and absolute discretion), of all of the following additional conditions precedent and covenants of Tenant, all of which are hereby agreed to be reasonable as of the Commencement Date and the date of any such proposed Partial Transfer:

12.1.7.2.1 The construction of all Initial Improvements on the Premises through the Fourth Threshold Amount have been Completed in accordance with Article 6 and a Certificate of Completion issued for all Initial Improvements;

12.1.7.2.2 Such Total Transfer has satisfied all conditions precedent set forth in Section 12.1.4;

12.1.7.2.3 Such Total Transfer has been approved by Landlord, which approval shall not be unreasonably withheld, delayed or conditioned provided all other conditions precedent set forth in this Section 12.1.7.2 have been satisfied or waived by Landlord (which waiver shall be in Landlord's sole and absolute discretion); and

12.1.7.2.4 Tenant shall pay to Landlord a Transfer Fee calculated with respect to such Total Transfer in the same manner set forth in Section 12.1.7.1.4.

12.1.8 Notice of Significant Changes; Reports to Landlord. Tenant must promptly notify Landlord of any and all Significant Changes. At such time or times as Landlord may reasonably request, Tenant must furnish Landlord with a statement, certified as true and correct by an officer of Tenant, setting forth all of the constituent members of Tenant and the extent of their respective interests in Tenant, and in the event any other Persons have a beneficial interest in Tenant, their names and the extent of such interest.

12.1.9 Determination of Whether Consent is Required. At any time during the Term, Tenant may submit a request to Landlord for (1) a decision by Landlord as to whether in its opinion a Proposed Transfer requires Landlord consent under the provisions of this Article 12 or (2) the approval of the terms of a proposed Transfer (each, a "Proposed Transfer Request"). Within thirty (30) days after (A) Tenant has made a Proposed Transfer Request; (B) Tenant has furnished to Landlord all documents and instruments with respect thereto as required under this Article 12 as a condition precedent to Landlord's approval of such Proposed Transfer or as shall otherwise be reasonably requested by Landlord; and (C) Landlord's receipt of the processing fee required under Section 12.1.13, as applicable, Landlord shall notify Tenant in writing of one or more of the following, as applicable (each, a "Proposed Transfer Response"):

12.1.9.1 Landlord's determination that the Proposed Transfer does not require Landlord's consent;

12.1.9.2 Landlord's determination that the Proposed Transfer requires the consent of Landlord hereunder, in which event Landlord shall specify in writing in reasonable detail its reason that such consent is required;

12.1.9.3 if Landlord determines that its consent to the Proposed Transfer is required hereunder, Landlord shall notify Tenant in writing of Landlord's approval or disapproval of the Proposed Transfer; and

12.1.9.4 If Landlord disapproves the Proposed Transfer, Landlord shall specify in writing in reasonable detail the grounds for its disapproval, in which event Tenant shall have the right to resubmit the Proposed Transfer for Landlord's approval in accordance with the foregoing procedure, provided Tenant addresses such grounds for disapproval.

Notwithstanding the preceding provisions of this Section 12.1, in no event shall Landlord's failure to provide a Proposed Transfer Response within the above time period, or at all, be deemed to constitute any determination, consent or approval by Landlord with respect to any Proposed Transfer.

12.1.10 Scope of Prohibitions on Assignment. The prohibitions provided in this Section 12.1 shall not be deemed to prevent (i) the granting of Subleases so long as such subletting is done in accordance with Section 12.4, (ii) the granting of any Mortgage expressly permitted by this Lease subject to compliance with Article 34 and other applicable terms of this Lease, (iii) any Permitted Transfer, as defined in Section 12.3, or (iv) any agreements granting licenses, easements or access rights over the Premises during the Term in accordance with Section 3.3.2. Further, the conditions set forth in Sections 12.1.4 and 12.1.5 shall not apply to the Transfers specified in clauses (i) through (iv) in the preceding sentence.

12.1.11 Prohibition on Involuntary Transfers. Neither this Lease nor any interest therein or right granted thereby shall be assignable or transferable in proceedings in attachment, garnishment or execution against Tenant, or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Tenant or by any process of Law, and possession of the whole or any part of the Premises shall not be divested from Tenant in such proceedings or by any process of Law, without the prior written consent of Landlord, which may be granted, withheld or conditioned in Landlord's sole and absolute discretion. Tenant hereby expressly agrees that the validity of Tenant's liabilities as a principal hereunder shall not be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by Landlord against any transferee of any of the rights or remedies reserved to Landlord pursuant to this Lease or by relief of any Transferee from any of the Transferee's obligations under this Lease or otherwise by (a) the release or discharge of any Transferee in any creditors' proceedings, receivership, bankruptcy or other proceedings, (b) the impairment, limitation or modification of the liability of any Transferee, or the estate of any Transferee, in bankruptcy, or of any remedy for the enforcement of any assignee's liability under this Lease, resulting from the operation of any present or future provision of the National Bankruptcy Act or other statute or from the decision in any court; or (c) the rejection or disaffirmance of this Lease in any such proceedings.

12.1.12 Effect of Prohibited Transfer. Any Transfer made in violation of the provisions of this Article 12 shall be null and void ab initio and of no force and effect. Notwithstanding anything herein to the contrary, if a Transfer occurs without Landlord's consent, Landlord may collect from such assignee, subtenant, occupant or reconstituted Tenant, any Rent under this Lease and apply the amount collected to the Rent, but such collection by Landlord shall not be deemed a waiver of the provisions of this Lease, nor an acceptance of such assignee, subtenant, occupant or reconstituted Tenant, as Tenant of the Premises.

12.1.13 Landlord's Processing Fees. Tenant shall pay to Landlord, as a condition to any Proposed Transfer (other than a Permitted Transfer under Section 12.3 unless Tenant has made a Proposed Transfer Request pursuant to Section 12.1.9, and other than a Sublease under Section 12.4), all of Landlord's Processing Fees as defined and provided in this Section 12.1.13. As used herein, "Landlord's Processing Fees" means the sum of: (i) Landlord's reasonable administrative costs and expenses incurred in processing, reviewing, investigating, and granting any approval of Tenant's Proposed Transfer Request, including but not limited to labor and Attorneys' Fees and Costs of the City Attorney; and (ii) the total amount of any and all reasonable and verifiable third party fees and costs incurred by Landlord in connection with processing, reviewing, investigating, and granting any approval of Tenant's Proposed Transfer Request, including but not limited to reasonable fees and costs of any outside consultants and attorneys utilized by Landlord. As a condition precedent to Landlord's consideration of any Proposed Transfer Request, Tenant shall deposit with Landlord the sum of Ten Thousand Dollars ($10,000), as Indexed, to be used and debited by Landlord for payment, in whole or in part, of Landlord's Processing Fees. Tenant acknowledges and agrees that: (1) unless and until such deposit against Landlord's Processing Fees is delivered to Landlord, Tenant shall not be deemed to have made any such Proposed Transfer Request to Landlord; (2) Landlord's approval of any Proposed Transfer, and such Transfer, shall be deemed conditioned upon Tenant's payment in full of all Landlord's Processing Fees (after debiting Tenant's deposit) within fifteen (15) days after Landlord provides to Tenant an itemized statement thereof; (3) Landlord may revoke (and Tenant consents to and shall not oppose any such revocation) Landlord's approval of such Transfer in the event Tenant fails for any reason to pay in full Landlord's Processing Fees within such fifteen (15)-day period; and (4) Landlord's Processing Fees are in addition to, and not in lieu of or substitution for, any processing or development fees payable by Tenant to City (in City's regulatory capacity) or any other agency in connection with the processing of any applications for, or the satisfaction of any conditions of approval with respect to, any Regulatory Approvals by City or any other agency (including but not limited to any Regulatory Approvals for any Subdivision by Tenant).

12.1.14 Tenant as Party is Material Consideration to Lease. Tenant and Landlord acknowledge and agree that the rights retained by and granted to Landlord pursuant to this Article constitute a material part of the consideration for entering into this Lease and constitute a material and substantial inducement to Landlord to enter into this Lease at the rental, for the terms, and upon the other covenants and conditions contained in this Lease, and that the acceptability of Tenant, and of any Transferee of any right or interest in this Lease, involves the exercise of broad discretion by Landlord in promoting the development, leasing, occupancy and operation of the Premises and other purposes of this Lease. Therefore, Tenant agrees that, subject to and without limiting the other provisions of this Article 12, all conditions set forth herein to Landlord's consent, if required hereunder, to a Proposed Transfer are reasonable to protect the rights and interest of Landlord hereunder and to assure promotion of the purposes of this Lease. Tenant agrees that its personal business skills and philosophy were an important inducement to Landlord for entering into this Lease and that: (i) subject to and without limiting the other provisions of this Article 12, Landlord may object to the Transfer to a proposed Transferee, as applicable, whose proposed use, while permitted under Article 3, would involve a different quality, manner or type of business skills than that of Tenant; and (ii) Landlord may, under any circumstances, object to the Transfer to a proposed Transferee, as applicable, whose proposed use, while permitted under Article 3, would result in the imposition upon Landlord of

any new or additional requirements under the provisions of any Law, including any Law regarding disabled or handicapped persons, such as the Americans With Disabilities Act of 1990.

12.2 Assignment of Sublease Rents. Tenant hereby assigns to Landlord all rents and other payments of any kind, due or to become due from any or present or future Subtenant as security for Tenant's obligation to pay Rent hereunder. Such assignment also shall be subject to the right of Tenant to collect such rents until the date of the happening of any Event of Default under the provisions of this Lease; provided, however, that the right of Tenant to collect such rents shall be reinstated upon Tenant's cure of such Event of Default. Landlord shall apply any amount collected by it from such Subtenants (less Landlord's costs of such collection) to the payment of Rent due under this Lease.

12.3 Permitted Transfers without Landlord Consent. Notwithstanding the preceding provisions of this Article 12 or any other provision to the contrary in this Lease, and provided that the Transfer is done for a legitimate business purpose and not to deprive or compromise any rights of Landlord under this Lease, the following Transfers shall be permitted at any time hereunder without Landlord's consent (each, a "Permitted Transfer"):

12.3.1 Any Transfer to a Prologis Entity; or

12.3.2 Transfers of partnership or membership interests in Tenant between Partners in Tenant, provided that such Transfers do not result in a Significant Change and further provided that so long as a Prologis Entity retains a Controlling interest in Tenant.

Notwithstanding the preceding provisions of this Section 12.3, any Permitted Transfer shall comply with and remain subject to the provisions and requirements of Sections 12.1.4.1, 12.1.4.3, 12.1.4.5, 12.1.4.6, 12.1.4.7 and Sections 12.1.5, 12.1.6, 12.1.8 and 12.1.13 (if and to the extent Section 12.1.13 is applicable in accordance with its terms).

12.4 Subletting by Tenant.

12.4.1 Subject to this Section 12.4, Tenant has the right to sublet all or any portion of the Premises to one or more Subtenants by written subleases from time to time without Landlord's consent. Notwithstanding the foregoing, if Tenant proposes a Sublease (other than a Sublease to an Affiliate) that is not pursuant to a bona fide arms-length transaction as reasonably determined by Landlord based upon information reasonably requested and obtained by Landlord (a "Restricted Sublease"), then such Restricted Sublease shall be subject to the Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, provided, however, that, without limitation, it shall be reasonable for Landlord to withhold its consent in any such event if such Restricted Sublease fails to meet any of the requirements set forth in this Section 12.4. Without limiting the preceding provisions of this paragraph, any Sublease shall:

12.4.1.1 provide that it is subject to and subordinate in all respects to this Lease and the rights of Landlord hereunder, and that Subtenant shall comply with all obligations of Tenant under this Lease with respect to the Subleased Premises, including but not limited to the Community Benefits Program with respect thereto;

12.4.1.2 require Subtenant to use the portion of the Premises subject to the Sublease (the "Subleased Premises") only for the uses permitted under Article 3;

12.4.1.3 include a term that does not extend beyond the term of this Lease, unless Landlord approves such longer Sublease term in Landlord's sole and absolute discretion;

12.4.1.4 require Subtenant to indemnify Landlord for any loss or damage arising from Subtenant's use or occupancy of the Subleased Premises, which indemnity shall be in form reasonably acceptable to Landlord;

12.4.1.5 require Subtenant to name Landlord as an additional insured on any liability insurance required to be carried under the Sublease, which liability insurance shall be in an amount and otherwise in accordance with the requirements for Subtenant insurance set forth in Section 14.1 and Schedule 14.1 attached hereto; and

12.4.1.6 if requested by Landlord, a provision subject to the prior rights of any Mortgagee, satisfactory to Landlord, requiring Subtenant at Landlord's option to attorn to Landlord if Tenant defaults under this Lease and if the Subtenant is notified of Tenant's default and instructed to make Subtenant's rental payments to Landlord.

Tenant shall provide Landlord with complete copies of any and all Subleases within ten (10) days after Landlord's request.

12.5 Non-Disturbance of Subtenants, Attornment, Sublease Provisions.

12.5.1 Conditions for Non-Disturbance Agreements. From time to time upon the request of Tenant, Landlord shall enter into agreements with Subtenants providing generally, with regard to a given Sublease, that in the event of any termination of this Lease, Landlord will not terminate or otherwise disturb the rights of the Subtenant under such Sublease, but will instead honor such Sublease as if such agreement had been entered into directly between Landlord and such Subtenant ("Non-Disturbance Agreements"). All Non-Disturbance Agreements shall comply with the provisions of this Section 12.5.1 and of Section 12.5.2. Landlord shall provide a Non-Disturbance Agreement to a Subtenant if all of the following conditions are satisfied: (i) the performance by Tenant of its obligations under such Sublease will not cause an Event of Default to occur under this Lease; (ii) the Sublease satisfies all the requirements set forth in Section 12.4; (iii) the Sublease contains provisions whereby the Subtenant agrees to comply with all provisions of this Lease applicable to the Sublease, the subleased Premises and Subtenant's use and occupancy thereof; (iv) the Subtenant agrees that in the event this Lease expires, terminates or is canceled during the term of the Sublease, the Subtenant shall attorn to Landlord (provided Landlord agrees not to disturb the occupancy or other rights of the Subtenant and to be bound by the terms of the Sublease), and the Sublease shall be deemed a direct lease or license agreement between the Subtenant and Landlord, except that Landlord shall not be liable to the Subtenant for any security deposit or prepaid rent or license fees previously paid by such Subtenant to Tenant unless such deposits are transferred to Landlord, except for rent or license fees for the current month, if previously paid; (v) if Tenant is then in default of any of its obligations under this Lease, Landlord may condition its agreement

to provide a Non Disturbance Agreement on the cure of such defaults as Landlord may specify either in a notice of default given under Section 18.1 or in a notice conditionally approving Tenant's request for such Non Disturbance Agreement (and if an Event of Default or Unmatured Event of Default on the part of Tenant then exists, then Landlord may withhold or condition the giving of a Non Disturbance Agreement); and (vi) the Subtenant shall have delivered to Landlord an executed estoppel certificate, in form and substance reasonably satisfactory to Landlord, certifying: (A) that the Sublease, including all amendments, is attached thereto and is unmodified, except for such attached amendments, and is in full force and effect, as so amended, or if such Sublease is not in full force and effect, so stating, (B) the dates, if any, to which any rent and other sums payable thereunder have been paid, (C) that the Subtenant is not aware of any defaults which have not been cured, except as to defaults specified in said certificate, and (D) such other matters as Landlord may reasonably request. Landlord shall not be required to enter into a Non Disturbance Agreement with respect to any period beyond the scheduled expiration of the Term, unless Landlord approves such longer period in its sole and absolute discretion. Landlord shall respond to any request for a Non Disturbance Agreement within twenty (20) days after receipt of a true and complete copy of the relevant Sublease in the form to be executed, and all relevant information requested by Landlord. Such relevant information shall include reasonable financial information establishing the ability of the proposed Subtenant to perform its contemplated obligations under such Sublease, and relevant information concerning the business character and reputation of the proposed Subtenant. Subject to Section 38.19, Landlord agrees to cooperate, to the extent it is legally permitted to do so, in protecting the confidentiality of personal or financial information relating to any Subtenant. Nothing in this Section 12.5 shall preclude Landlord in its sole and absolute discretion from granting non-disturbance to other Subtenants.

12.5.2 Form of Non-Disturbance Agreement. Each Non Disturbance Agreement shall be in form and substance reasonably satisfactory to Landlord. With each request for a Non Disturbance Agreement, Tenant shall submit a copy of the form, showing any requested interlineations or deletions, and Landlord shall approve or disapprove of the requested changes within twenty (20) days after receipt of such changes (such approval not to be unreasonably withheld or conditioned). Any disapproval by Landlord shall be in writing, and shall set forth the specific reasons for Landlord's disapproval. Failure by Landlord to approve or disapprove of specific interlineations, deletions or other modifications requested by a Subtenant within such twenty (20) day period shall be deemed to be approval of the requested changes (subject to Section 43.1).

12.6 New Lease; Amendment to this Lease. In the event of a Partial Transfer to a Non-Affiliate Transferee that meets all the conditions precedent set forth in Section 12.1.7.1 and for which Landlord has elected pursuant to Section 12.1.4.3 to enter into a new lease with such Non-Affiliate Transferee with respect to such Partial Transfer, Landlord shall enter into a new lease with such Non-Affiliate, effective upon the effective date of such Partial Transfer, as to the Partial Transferred Premises upon all of the same terms and conditions of this Lease for the remainder of the Term; provided, however, that the Base Rent shall be calculated on the basis of the total square footage of the Partial Transferred Premises. Concurrently with the effective date of such Partial Transfer, this Lease shall be amended in writing by Landlord and Tenant to reflect: (a) the modified legal description of the remaining total square footage of the Premises after reduction for the Partial Transferred Premises; (b) the revised Base Rent under this Lease

after reduction for the Partial Transferred Premises; and (c) an acknowledgment of the release of Tenant pursuant to Section 12.1.7.1 with respect to the Partial Transferred Premises.

12.7 Subdivision. Without limiting, and subject to, the provisions of Sections 5.2 and 12.1, Tenant, at its sole cost, shall obtain all Regulatory Approvals required for any Subdivision that may be necessary in connection with any Proposed Transfer, and such Subdivision also shall meet all of the following requirements:

12.7.1 each legal parcel created by such Subdivision, and any remainder parcel, will be of sufficient size and configuration to adequately support and accommodate the Permitted Uses thereon in accordance with all applicable Laws and the Initial Improvements to be constructed thereon, including any and all related parking, landscaping, utilities and infrastructure;

12.7.2 each legal parcel created by such Subdivision, and any remainder parcel, will retain legal and commercially sufficient access to an adjacent public street, utilities and all other infrastructure necessary or reasonably appropriate to service the Permitted Uses thereon;

12.7.3 each legal parcel created by such Subdivision, and any remainder parcel, will be served by its own independent utilities and related metering devices; and

12.7.4 each legal parcel created by such Subdivision, and any remainder parcel, will be made subject to such recorded cross-easements or conditions, covenants and restrictions (collectively, "CC&Rs") as may be reasonably necessary to assure the orderly development, use and operation of the Property and the Premises in accordance with this Lease and as are approved in advance in writing by Landlord, which approval shall not be unreasonably withheld, delayed or conditioned if such CC&Rs are consistent with the Subdivision and this Lease.

Subject to Tenant's prior satisfaction of the preceding requirements, (i) Landlord, at Tenant's sole cost and expense and following the obtaining by Tenant of all Regulatory Approvals required for any Subdivision, shall reasonably cooperate with Tenant in connection with such Subdivision, and (ii) Tenant may, in connection with such Subdivision, obtain a final Subdivision Public Report from the California Department of Real Estate and file a condominium plan after first obtaining all necessary Regulatory Approvals.

ARTICLE 13. INDEMNIFICATION OF LANDLORD

13.1 Indemnification of Landlord. Tenant agrees to and shall Indemnify the Indemnified Parties from and against any and all Losses imposed upon or incurred by or asserted against any such Indemnified Party, the Premises or Landlord's interest therein, in connection with the occurrence or existence of any of the following: (i) any accident, injury to or death of Persons or loss of or damage to property occurring on the Premises or any part thereof; (ii) any accident, injury to or death of Persons or loss or damage to property occurring immediately adjacent to the Premises which is caused directly or indirectly by Tenant or its Agents; (iii) any use, possession, occupation, operation, maintenance, or management of the Premises or any part thereof by Tenant or any of its Agents, Invitees, or Subtenants; (iv) any use, possession, occupation, operation, maintenance, management or condition of property immediately adjacent

to the Premises by Tenant or any of 1its Agents; (v) any latent, design, construction or structural defect relating to the Initial Improvements located on the Premises and any Additional Improvements constructed by or on behalf of Tenant, and any other matters relating to the condition of the Premises caused by Tenant or any of its Agents, Invitees, or Subtenants; (v) any failure on the part of Tenant or its Agents or Subtenants, as applicable, to perform or comply with any of the terms of this Lease or with applicable Laws, rules or regulations, or permits in connection with use or occupancy of the Premises, including but not limited to Article 15; (vii) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof by Tenant or any of its Agents, Invitees or Subtenants; and (viii) any other legal actions or suits initiated by any user or occupant of the Premises. If any action, suit or proceeding is brought against any Indemnified Party by reason of any occurrence for which Tenant is obliged to Indemnify such Indemnified Party, such Indemnified Party will notify Tenant of such action, suit or proceeding. Tenant may, and upon the request of such Indemnified Party will, at Tenant's sole expense, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended by counsel designated by Tenant and reasonably approved by such Indemnified Party in writing. Notwithstanding the preceding provisions of this Section 13.1, Tenant shall not be obligated to Indemnity the Indemnified Parties to the extent that any of the matters described in clause (i) above is determined by a final non-appealable judgment of a court of competent jurisdiction to have arisen from (a) any Indemnified Party's gross negligence or willful misconduct or (b) any failure by Landlord to meet its obligations under Article 15.

13.2 Immediate Obligation to Defend. Tenant specifically acknowledges that it has an immediate and independent obligation to defend the Indemnified Parties from any claim which is actually or potentially within the scope of the indemnity provision of Section 13.1 or any other indemnity provision under this Lease, even if such allegation is or may be groundless, fraudulent or false, and such obligation arises at the time such claim is tendered to Tenant by an Indemnified Party and continues at all times thereafter and provided further that, in the event it is later determined by a court of competent jurisdiction that the claim made falls outside the scope of the indemnity provisions of this Agreement, Landlord shall promptly reimburse Tenant for Tenant's reasonable attorneys fees and other costs incurred in defending such claim.

13.3 Not Limited by Insurance. The insurance requirements and other provisions of this Lease shall not limit Tenant's indemnification obligations under Section 13.1 or any other indemnification provision of this Lease.

13.4 Survival. Tenant's obligations under this Article 13 and any other indemnity in this Lease shall survive the expiration or sooner termination of this Lease as to occurrences prior to such termination.

13.5 Other Obligations. The agreements to Indemnify set forth in Article 13 and elsewhere in this Lease are in addition to, and in no way shall be construed to limit or replace, any other obligations or liabilities which Tenant may have to Landlord in this Lease, at common law or otherwise.

13.6 Defense. Tenant shall be entitled to control the defense, compromise, or settlement of any such matter through counsel of Tenant's own choice; provided, however, in all

cases in which any Indemnified Party has been named as a defendant, Landlord shall be entitled to participate in such defense, compromise, or settlement at its own expense. If Tenant shall fail, however, in Landlord's reasonable judgment, within a reasonable time (but not less than fifteen (15) days following notice from Landlord alleging such failure) to take reasonable and appropriate action to defend, compromise, or settle such suit or claim, Landlord shall have the right promptly to use the Oakland City Attorney or hire outside counsel, at Tenant's sole expense, to carry out such defense, compromise, or settlement, which reasonable expense shall be due and payable to Landlord ten (10) Business Days after receipt by Tenant of an invoice therefor.

13.7 Release of Claims Against Landlord. Tenant, as a material part of the consideration of this Lease, hereby waives and releases any and all claims against the Indemnified Parties from any Losses, including damages to goods, wares, goodwill, merchandise, equipment or business opportunities and by Persons in, upon or about the Premises for any cause arising at any time, including, without limitation, all claims arising from the joint or concurrent negligence of Landlord or the other Indemnified Parties, but excluding any gross negligence or willful misconduct of the Indemnified Parties and further excluding any claims with respect to Landlord's obligations under Article 15.

ARTICLE 14. INSURANCE.

14.1 Tenant Insurance Requirements. Tenant shall, at no cost to Landlord, obtain, maintain and cause to be in effect at all times from the Commencement Date to the later of: (i) the last day of the Term; (ii) the last day Tenant (A) is in possession of the Premises or (B) has the right of possession of the Premises; or (iii) such other date specified on Schedule 14.1 attached to this Lease, the types and amounts of insurance specified on Schedule 14.1 attached to this Lease.

ARTICLE 15. HAZARDOUS MATERIALS.

15.1 City's Disclosure. Prior to the Commencement Date, and pursuant to the LDDA, City has made, and City hereby makes again, the following disclosures to Developer:

15.1.1 Presence of Hazardous Materials. As of the Commencement Date, Hazardous Materials exist in soil and groundwater at, on and under portions of the Premises. Pursuant to the LDDA and prior to the Commencement Date, City provided Developer with a reference index of, and City made available to Developer, environmental assessment reports and other environmental information pertaining to the Property.

15.1.2 HSC 25359.7 Notice of Release. The LDDA provided the thirty (30) day written notice that there has been a release of hazardous materials on or beneath the Premises pursuant to California Health and Safety Code Section 25359.7, as required in the Restrictive Covenant, defined in Section 15.1.3.2.

15.1.3 Environmental Remediation Requirements. As noted in the LDDA, the former Oakland Army Base, also known as the "EDC Property," was transferred to City through City's predecessor in interest, OBRA, from the Army in 2003 pursuant to that certain Economic Development Conveyance Memorandum of Agreement between the Army and OBRA, dated

September 27, 2002 ("EDC MOA") by that certain Quitclaim Deed for No-Cost Economic Development Conveyance Parcel recorded August 8, 2003 ("Army EDC Deed"). The EDC MOA required City to complete environmental services (including investigation, remediation and related document preparation activities) for the EDC Property as set forth in the Environmental Services Cooperative Agreement dated May 16, 2003 ("ESCA"). Pursuant to the ESCA, City, through its predecessor in interest, OBRA, contractually assumed the Army's remediation responsibilities (except in limited circumstances specifically identified in the ESCA) and agreed to remediate the EDC Property so that the Army could obtain its Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") covenant certifying completion of remediation, as required by federal law. In the ESCA, City committed to complete the environmental response activities set forth in that certain Consent Agreement between City and DTSC, dated September 27, 2002, as revised May 19, 2003 and amended May 2, 2005 and September 8, 2008 (the "Consent Agreement"), and the associated Remedial Action Plan ("RAP") and Risk Management Plan ("RMP"), each dated September 27, 2002, with the RAP amended on July 29, 2004 and December, 2006 (collectively, the "RAP/RMP"), in order to achieve regulatory closure. The agreement by City to assume remediation obligations was endorsed by Governor Gray Davis in the Governor's August 6, 2003 approval of the Army's Finding of Suitability for Early Transfer ("FOSET"). To approve the FOSET and meet the terms of the Consent Agreement, City provided financial assurances that the remediation identified and required by the ESCA would be completed. Those assurances consisted of (a) purchasing an environment insurance policy, the Remediation Cost Cap Environmental Site Liability Policy issued by Chubb Custom Insurance Company, Policy No. 3730-58-78 ("Environmental Insurance Policy"), which jointly names City and Port as insureds for the EDC Property and covers the period from August 7, 2003 to August 7, 2013, and (b) establishing a separate account (the "Remediation Fund"), which was jointly established with the Port and set aside Eleven Million Four Hundred Thousand Dollars ($11,400,000) for the sole purpose of paying for remediation costs on the EDC Property. Finally, the EDC Property is also subject to the Regional Water Quality Control Board Order No. R2-2004-0086 dated November 5, 2004 ("RWQCB Order").

15.1.3.1 City/Port ARMOA. Because City and Port each own portions of the EDC Property, City and Port contractually allocated responsibility for cleanup of the EDC Property pursuant to the terms of that certain Amended and Restated Memorandum of Agreement for Oakland Army Base, dated February 27, 2008, as amended by that certain Amendment 1 to the Amended and Restated Memorandum of Agreement for Oakland Army Base, dated April 20, 2010 and effective May 13, 2010 (together, the "City/Port ARMOA") which City/Port ARMOA requires City and Port to coordinate on (a) all remediation work plans and schedules under the Consent Agreement and RAP/RMP, (b) insurance submittals pursuant to the Environmental Insurance Policy, and (c) payments to and from the Remediation Fund.

15.1.3.2 The Consent Agreement, RAP/RMP, RWQCB Order, Restrictive Covenant and Army EDC Deed. The Consent Agreement, RAP/RMP and RWQCB Order contain controlling environmental requirements and standards for Remediation of Hazardous Materials at the EDC Property. The Consent Agreement specifically sets forth the scope and schedule of work to be completed to remediate environmental hazards on the EDC Property. The RAP identifies the priority remediation sites at the former Oakland Army Base which are set forth in Exhibit E to the Consent Agreement ("RAP Sites") and establishes the

cleanup goals for the entire EDC Property. The RMP sets forth the risk management protocols and the procedures for addressing environmental conditions at the EDC Property, including the presence and potential presence of Hazardous Materials, as they are identified. The RWQCB Order specifies the cleanup requirements for petroleum impacted soil and groundwater on the EDC Property. The Consent Agreement includes a Covenant to Restrict Use of the Property ("Restrictive Covenant"), which prohibits certain sensitive land uses, requires notice of a release of Hazardous Materials to future owners or lessees of the land, requires an annual certification be submitted to DTSC attesting to compliance with the Restrictive Covenant and reserves DTSC's right of access to the EDC Property. The Army EDC Deed also incorporates the Restrictive Covenant, requires that the City provide written notice to the Army of any noncompliance with the Restrictive Covenant and requires that the Army be provided with a right of access to the EDC Property for purposes of environmental investigation, remediation or other corrective action, if and to the extent required. For purposes of this Lease, DTSC, the RWQCB and the Army are collectively referred to as the "Resource Agencies" and the documents identified in this Section, together with any other requirements of the applicable Hazardous Materials Laws, are collectively referred to as the "Environmental Remediation Requirements."

15.1.4 Notice of Restrictions in the Restrictive Covenant and EDC Deed. The Restrictive Covenant required by DTSC as part of the Consent Agreement provides that all of the environmental restrictions set forth in the Restrictive Covenant shall be included in any transfer of the EDC Property or any interest therein. The Restrictive Covenant is provided in full in Exhibit 15.1.4-A. Further, the Army EDC Deed provides that all of the environmental protection provisions of the Army EDC Deed shall be included either verbatim or by reference into any transfer of the EDC Property or any interest therein. The Army EDC Deed is provided in full in Exhibit 15.1.4-B. Required notices and copies of the Restrictive Covenant and Army EDC Deed shall also be provided in all relevant agreements flowing from this Lease and any subsequent Subleases. Developer covenants that it will include or reference the Restrictive Covenant and Army EDC Deed in each of its future leases and/or Subleases.

15.2 Developer Responsibilities during Term. During the Term of this Lease, with the exception of City's obligations for Regulatory Reopeners as described below and except as otherwise expressly provided in Section 1.1.3, Developer accepts the Premises "As-Is, Where-Is" and as between Developer and City, Developer shall be responsible (except to the extent City or its contractors or employees cause or contribute to such conditions) for all Hazardous Materials and Remediation required on, under or about the Premises during its tenancy in accordance with the Environmental Remediation Requirements and the coordination procedure set forth in Section 15.5.

15.3 Army-Retained Conditions. The Army shall have responsibility for Remediation obligations related to Army Retained Conditions. The Parties shall work together in accordance with Section 15.5, below, to facilitate timely completion of any required Remediation of Army Retained Conditions.

15.4 Regulatory Reopeners; City and Developer Responsibilities. Notwithstanding issuance by any Regulatory Agency of one or more No Further Action letters, City and Developer shall have the following responsibilities with respect to those areas closed prior to the Commencement Date of this Lease:

15.4.1 Land Outside of Building Footprints. City shall remain responsible for all additional Remediation required at sites and locations closed prior to the Commencement Date of this Lease as a result of any Regulatory Reopener on land within the Premises that is not within the footprint of a building constructed by or on behalf of Developer as part of the Improvements ("Unbuilt Land") in accordance with the Environmental Remediation Requirements and the coordination procedure set forth in Section 15.5. For clarification, Unbuilt Land includes graded areas, hardscape, landscaping, parking lots and underground utilities.

15.4.2 Land Beneath Building Footprints. As between Developer and City, Developer shall be responsible for all Remediation required as a result of any Regulatory Reopener on land that is within the footprint of a building constructed by or on behalf of Developer as part of the Improvements in accordance with the Environmental Remediation Requirements and the coordination procedure set forth in Section 15.5.

15.4.3 Conditions Located Partially Beneath Building Footprints. For Regulatory Reopeners that apply to conditions that lie partially beneath such building footprints and partially under Unbuilt Land, City is responsible for that portion of Remediation that can be accomplished without adversely affecting the integrity of the building and Developer is responsible for that portion of Remediation that affects such building, both in accordance with the Environmental Remediation Requirements and the coordination procedure set forth in Section 15.5.

15.5 Remediation; City and Developer Coordination. During the Term, the following procedures will be followed with respect to the presence or potential presence of Hazardous Materials in connection with Developer's construction and operation of the Improvements on the Premises:

15.5.1 Compliance with Environmental Remediation Requirements. Except with respect to City's obligations under this Section 15.5 and Army Retained Conditions, Developer shall comply with, and cause its contractors, sublessees and invitees to comply with, all Environmental Remediation Requirements to which Developer is subject, including, without limitation, the Restrictive Covenant and Army EDC Deed, during the construction and operation of the Improvements on the Premises.

15.5.2 Notice to City of Subsurface Activities. Developer shall notify City's Remediation Manager in writing in accordance with Article 32 at least five (5) Business Days in advance of Developer's planned subsurface activities so that City may, as required under the RAP/RMP, send its environmental representative to observe such work at City's sole cost and expense.

15.5.3 Investigation of Potential Releases. If Developer identifies a potential Release, except as required by law or to respond to an emergency, Developer shall (i) immediately suspend work in the area, (ii) secure the site, (iii) contact City's Remediation Manager as soon as practicable but in no case greater than five (5) days following confirmation of the Release; (iv) conduct appropriate soil and groundwater evaluation consistent with applicable Environmental Remediation Requirements; and (v) promptly provide copies of all testing results to City's Remediation Manager. After review of the testing results, Developer

shall notify City whether contamination was detected at the suspect location(s) in excess of the standards in the approved RAP/RMP. If no contamination in excess of the standards in the approved RAP/RMP is identified, and either City consents, or fails to provide a written objection within five (5) Business Days, and DTSC and/or RWQCB, as applicable agrees, then subsurface activities at the location may resume.

15.5.4 Identification of Hazardous Materials. If Developer's investigation reveals contamination at the suspect location(s) in excess of the standards in the approved RAP/RMP, then Developer shall not resume work in the Release area until the Parties confirm whether the condition and/or impacted area is (i) an Army Retained Condition, or (ii) a Developer Remediation obligation per Section 15.2, which the Parties shall determine as soon as possible, but in no case later than five (5) Business Days following City's receipt of the testing results, which time period may be extended if consultation with DTSC is needed. If the Parties cannot reach agreement within such period then either Party may pursue any remedies that it has available.

15.5.5 Army Retained Conditions Remediation Procedure. If the Parties determine that the contamination is an Army Retained Condition, then to the extent that the contamination and/or required Remediation materially affects Developer's ability to develop the Premises, all time periods with respect to the Minimum Project set forth in Section 6.1 shall be tolled pursuant to the provisions of Section16.1 ("Delay Due to Force Majeure") beginning from the date of Developer's discovery of the contamination through the last date of issuance of No Further Action letters by DTSC and/or the RWQCB, as applicable. To the extent that the contamination and/or required Remediation materially affects Developer's ability to develop the Premises, the Parties agree that all time periods with respect to the Minimum Project set forth in Section 6.1 shall be tolled pursuant to the provisions of Section 16.1 beginning on discovery of the condition through and including the last date of issuance of No Further Action letters by DTSC and/or the RWQCB, as applicable.

15.5.6 Developer Remediation Procedure. If the Parties determine that the contamination is neither a City Post-Close of Escrow Remediation obligation, which is limited to Regulatory Reopeners as set forth in Section 15.4, nor an Army Retained Condition, then as between Developer and City, Developer shall be responsible for Remediation in accordance with the following procedures.

15.5.6.1 Developer shall remediate the affected area in accordance with the Environmental Remediation Requirements (including the ability to utilize risk management measures in accordance with the RAP/RMP).

15.5.6.2 Developer shall complete all Remediation activities pursuant to one or more work plans reviewed and approved by DTSC and/or RWQCB, if applicable in conformance with the Environmental Remediation Requirements. Prior to submitting the work plan(s) to DTSC, Developer shall provide a copy of such work plan(s) to City. City shall have five (5) Business Days following receipt of the work plan(s) to review the work plan(s) and, if required, provide such document(s) to Port pursuant to the City/Port ARMOA. City shall use its best efforts to obtain approval of the work plans(s) and/or any comments from Port, and to provide all approvals and/or comments to Developer within ten (10) Business Days following

receipt of the work plan(s), or as soon thereafter as is reasonably possible. Once the scope of work is approved, Developer shall promptly implement the agreed Remediation and complete the Remediation obligations. The Parties shall act in good faith in making and responding to comments and attempt to promptly resolve any disputes that may arise regarding the work plan(s). If the Parties cannot reach agreement within such period, then either Party may pursue any remedies that it has available. City's election not to provide comments shall not be deemed an endorsement or approval of the methods or activities proposed.

15.5.6.3 Developer shall provide City with copies of all correspondence (including all electronic correspondence), documents, notices, plans and reports, including all drafts, directed to or received from (a) Developer, (b) DTSC, (c) the RWQCB and/or (d) any other Regulatory Agency, relating to the Remediation of the EDC Property or any portion thereof. Developer shall provide such copies as soon as reasonably possible, but in no case later than three (3) Business Days following its transmittal or receipt of such materials.

15.5.6.4 Developer shall provide City's Remediation Manager with at least ten (10) days advance written notice of any meeting with any Regulatory Agency, including DTSC and/or the RWQCB, relating to the Remediation of the EDC Property or any portion thereof so that City may attend such meeting, in its sole discretion; if City cannot attend, Developer shall coordinate to with the City to reschedule within ten (10) days.

15.5.6.5 In conducting any Remediation activities, Developer shall require its contractors to comply with and maintain compliance with all applicable provisions of the Environmental Remediation Requirements, including, for example, complying with Section 5.1 of the City/Port ARMOA imposing Commercial General Liability & Contractors PLL Insurance Policy requirements for contractors.

15.5.6.6 Upon advance written request by City, Developer shall provide reasonable access to the Premises to City and City's employees and contractors to observe the Remediation. Developer shall provide reasonable access to the Premises to all Regulatory Agencies as required by applicable Environmental Regulatory Requirements.

15.5.6.7 To the extent that the contamination and/or required Remediation materially affects Developer's ability to develop the Premises, the Parties agree that all time periods with respect to the Minimum Project set forth in Section 6.1 shall be tolled pursuant to the provisions of Section 16.1 beginning on discovery of the condition through and including the last date of issuance of No Further Action letters by DTSC and/or the RWQCB, as applicable.

15.5.6.8 Developer shall reasonably cooperate with City in accounting for Remediation costs expended by the Developer on the Premises for accounting against the Remediation Fund or the Environmental Insurance Policy, as applicable. All such Remediation accounting shall be submitted by Developer to City's Remediation Manager within thirty (30) days of incurring such costs.

15.5.7 City Remediation Procedure. Upon City's receipt of a notice from a Regulatory Agency requiring Remediation under a Regulatory Reopener for which City is

responsible pursuant to Section 15.4.1 or 15.4.3, then the Parties shall meet and confer regarding the scope of Remediation and an appropriate schedule to complete such Remediation. City shall complete all such Remediation work in accordance with the RAP/RMP and Environmental Remediation Requirements. To the extent the City's proposed remedy includes engineering controls or additional land use restrictions beyond those required in the Restrictive Covenant and the EDC Army Deed, City shall pay or otherwise reimburse the cost of designing, constructing, implementing and operating the engineering controls for the affected area during the Term of this Lease. For all such City Remediation work, it shall be the goal of the Parties to identify and implement an expeditious cleanup that is protective of human health and the environment. If the Parties cannot reach agreement on an appropriate scope and schedule for such work, then either Party may pursue any remedies that it has available.

15.5.7.1 City shall promptly implement the agreed Remediation and complete Remediation in accordance with the RAP/RMP and Environmental Remediation Requirements. Developer shall have the right and the opportunity to participate in all aspects of the Remediation process, including observing City's field work and participating in relevant communications with DTSC and/or RWQCB staff. In addition, City shall provide Developer with copies of all correspondence (including all electronic correspondence), documents, notices, plans and reports, including all drafts, directed to or received from (a) the City, (b) DTSC, (c) the RWQCB, and/or (d) any other Regulatory Agency, relating to the Remediation. City shall provide such copies to Developer concurrently with its transmittal of the communications and, with respect to materials received by City shall make best efforts to provide the documents within five (5) Business Days following such receipt.

15.5.7.2 If, at any time, City fails to implement the Remediation in accordance with the agreed goals of the Parties in a commercially reasonable and expeditious manner, except to the extent that such failure is caused by Force Majeure, then Developer may provide written notice of the City's default under Section 22.1 ("Remediation Default Notice"). If City fails to cure the alleged default by making material progress toward completion of the Remediation within thirty (30) days following City's receipt of the Remediation Default Notice, then Developer shall have the right to take over from City and complete the required Remediation. In such an event, City shall cooperate in transferring oversight of such work, including assignment of applicable contracts, to Developer, and shall reimburse Developer, on a monthly basis, the sum of one hundred ten percent (110%) of Developer's actual, out of pocket costs for Remediation-related activities incurred from the date of transfer of responsibility through the date of receipt by Developer of No Further Action letters from DTSC and/or the RWQCB, as applicable and if required by Environmental Remediation Requirements, except that City shall remain the lead entity with respect to the Resource Agencies. In the event that Developer takes over the required Remediation activities, it agrees to indemnify City against all Losses incurred by City as a result of any gross negligence or willful misconduct by Developer. Such indemnity shall terminate on a parcel by parcel basis upon issuance of No Further Action letters by DTSC and/or the RWQCB, as applicable and if required by Environmental Remediation Requirements for the area at issue.

15.5.7.3 To the extent that the contamination and/or required Remediation materially affects Developer's ability to develop the Premises, the Parties agree that all time periods with respect to the Minimum Project set forth in Section 6.1 shall be tolled

pursuant to the provisions of Section 16.1 beginning on the date City receives the Regulatory Agency's notice of the Regulatory Reopener through and including the last date of issuance of No Further Action letters by DTSC and/or the RWQCB, as applicable. Further, Developer's Base Rent for all areas affected by the contamination or required Remediation under this Lease shall be fully abated beginning on the date thirty (30) days following City's receipt of the Default Notice through and including the last date of issuance of No Further Action letters by DTSC and/or the RWQCB, as applicable.

ARTICLE 16. DELAY DUE TO FORCE MAJEURE

16.1 Delay Due to Force Majeure. For all purposes of this Lease, a Party whose performance of its obligations hereunder is hindered or affected by events of Force Majeure shall not be considered in breach of or in default in its obligations hereunder to the extent of any delay resulting from Force Majeure, provided, however, that the provisions of this Section 16.1 shall not apply to Tenant's obligation to pay Rent, including Additional Rent. A Party seeking an extension of time pursuant to the provisions of this Section16.1 shall give notice to the other Party describing with reasonable particularity (to the extent known) the facts and circumstances constituting Force Majeure within (a) a reasonable time (but not more than thirty (30) days unless the other Party's rights are not prejudiced by such delinquent notice) after the date that the claiming party has actual knowledge of the scope and magnitude of the applicable Force Majeure event or (b) promptly after the other Party's demand for performance.

ARTICLE 17. LANDLORD'S RIGHT TO PERFORM TENANT'S COVENANTS

17.1 Landlord May Perform in Emergency. Without limiting any other provision of this Lease, and in addition to any other rights or remedies available to Landlord for any default on the part of Tenant under this Lease, if Tenant fails to perform any maintenance or repairs required to be performed by Tenant hereunder within the time provided for such performance, which failure gives rise to an emergency which creates an imminent danger to public health or safety, as reasonably determined by Landlord, Landlord may at its sole and absolute option, but shall not be obligated to, perform such obligation for and on behalf of Tenant, provided that, if there is time, Landlord first gives Tenant such notice and opportunity to take corrective action as is reasonable under the circumstances. Nothing in this Section shall be deemed to limit Landlord's ability to act in its legislative or regulatory capacity, including the exercise of its police powers, nor to waive any claim on the part of Tenant that any such action on the part of Landlord constitutes a Condemnation or an impairment of Tenant's contract with Landlord.

17.2 Landlord May Perform Following Tenant's Failure to Perform. Without limiting any other provision of this Lease, and in addition to any other rights or remedies available to Landlord for any default on the part of Tenant under this Lease, if at any time Tenant fails to pay any sum required to be paid by Tenant pursuant to this Lease to any Person other than Landlord (other than any Imposition, with respect to which the provisions of Section 4.3 shall apply), or if Tenant fails to perform any obligation on Tenant's part to be performed under this Lease, which failure continues without cure for a period of thirty (30) days following written notice from Landlord (or for such shorter cure period specified in any particular provision of this Lease), and is not the subject of a contest under Section 4.3, then, Landlord may, at its sole and absolute option, but shall not be obligated to, pay such sum or perform such obligation for and on behalf

of Tenant. Notwithstanding the foregoing, however, if within such period Tenant gives notice to Landlord that such failure is due to delay caused by Force Majeure, or is the subject of a contest under Section 4.3, or that cure of such failure cannot reasonably be completed within such period, then Landlord will not pay such sum or perform such obligation during the continuation of such contest or such Force Majeure delay or extended cure period, as the case may be, for so long thereafter as Tenant continues diligently to prosecute such contest or cure or the resolution of such event of Force Majeure.

17.3 Tenant's Obligation to Reimburse Landlord. If pursuant to the provisions of Section 17.2, Landlord pays any sum or performs any obligation required to be paid or performed by Tenant hereunder, Tenant shall reimburse Landlord within ten (10) Business Days following demand, as Additional Rent, the sum so paid, or the reasonable expense incurred by Landlord in performing such obligation, together with interest thereon at the Default Rate, if such payment is not made within such period, computed from the date of Landlord's demand until payment is made. Landlord's rights under this Article 17 shall survive the expiration or termination of this Lease and shall be in addition to its rights under any other provision of this Lease or under applicable laws.

ARTICLE 18. EVENTS OF DEFAULT; TERMINATION

18.1 Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" under the terms of this Lease; provided, however, that an Event of Default solely with respect to any Partial Transferred Premises shall not, taken alone, be deemed an Event of Default with respect to any other portion of the Premises:

18.1.1 Tenant fails to pay any Rent to Landlord when due, which failure continues for ten (10) days following written notice from Landlord (it being understood and agreed that the notice required to be given by Landlord under this Section 18.1.1 shall also constitute the notice required under Section 1161 of the California Code of Civil Procedures or its successor, and shall satisfy the requirements that notice be given pursuant to such Section) provided, however, Landlord shall not be required to give such notice on more than three (3) occasions during any Lease year, and failure to pay any Rent for the remainder of such Lease Year when due shall be an immediate Event of Default for the remainder of such Lease Year without need for further notice;

18.1.2 Tenant files a petition for relief, or an order for relief is entered against Tenant, in any case under applicable bankruptcy or insolvency Law, or any comparable law that is now or hereafter may be in effect, whether for liquidation or reorganization, which proceedings if filed against Tenant are not dismissed or stayed within one hundred twenty (120) days;

18.1.3 A writ of execution is levied on the leasehold estate which is not released within one hundred twenty (120) days, or a receiver, trustee or custodian is appointed to take custody of all or any material part of the property of Tenant, which appointment is not dismissed within one hundred twenty (120) days;

18.1.4 Tenant makes a general assignment for the benefit of its creditors;

18.1.5 Tenant abandons the Premises, within the meaning of California Civil Code Section 1951.2 (or its successor), which abandonment is not cured within fifteen (15) days after notice of belief of abandonment from Landlord;

18.1.6 Tenant fails to maintain any insurance required to be maintained by Tenant under this Lease; provided, however, that, notwithstanding any provision herein to the contrary, Landlord shall not have any right to terminate this Lease for such failure unless (a) such failure continues without cure for ten (10) Business Days after written notice thereof from Landlord, or (b) such failure occurs two or more times during any five consecutive Lease Years, with or without notice thereof from Landlord;

18.1.7 Tenant violates any other covenant, or fails to perform any other obligation to be performed by Tenant under this Lease (including, but not limited to, any Mitigation Measures) at the time such performance is due, and such violation or failure continues without cure for more than thirty (30) days after written notice from Landlord specifying the nature of such violation or failure, or, if such cure cannot reasonably be completed within such thirty (30)-day period, if Tenant does not within such thirty (30)-day period commence such cure, or having so commenced, does not prosecute such cure with diligence and dispatch to completion within a reasonable time thereafter; or

18.1.8 Tenant suffers or permits an assignment of this Lease or any interest therein to occur in violation of this Lease, suffers or permits a Significant Change to occur in violation of this Lease or sublets all or any portion of the Premises or Improvements in violation of this Lease.

18.2 Special Provisions Concerning Mortgagees and Events of Default. Notwithstanding anything in this Lease to the contrary, the exercise by a Mortgagee of any of its remedies under its Mortgage shall not, in and of itself, constitute a default under this Lease

18.3 Special Cure Rights. In the case of any notice of default given by the Landlord to Tenant, Landlord shall deliver to all Investors (as "Investor" is defined below) a copy thereof concurrently with delivery to Tenant, and Investors shall have the same concurrent cure periods as are given Tenant under this Lease for remedying a default or causing it to be remedied, plus, in each case, an additional period of thirty (30) days (or, except for a default relating to the payment of money, such longer period as reasonably necessary so long as Investor commences cure within such thirty (30)-day period and diligently proceeds to completion) after the later to occur of (i) the expiration of such cure period, or (ii) the date that Landlord has served such notice of default on Tenant, and Landlord shall accept such performance by or at the instance of the Investor as if the same had been made by Tenant. For purposes hereof, "Investor" shall mean any entity which is not an Affiliate of a Partner in Tenant who acquires a non-publicly traded membership interest or limited partnership interest in Tenant or a non-publicly traded membership interest or limited partnership interest in a Partner in Tenant, and whose name and address for notices hereunder is delivered by Tenant to Landlord thirty (30) days prior to the occurrence of the Event of Default. Landlord's failure to give such notice to an Investor shall not be deemed to constitute a default on the part of Landlord under this Lease, but no such notice by Landlord shall be deemed to have been given to Tenant unless and until a copy thereof shall have been given to all Investors.

ARTICLE 19. REMEDIES

19.1 Landlord's Remedies Generally. Upon the occurrence and during the continuance of an Event of Default under this Lease (but without obligation on the part of Landlord following the occurrence of an Event of Default to accept a cure of such Event of Default other than as required by law or the terms of this Lease), Landlord shall have all rights and remedies provided in this Lease or available at law or equity. All of Landlord's rights and remedies shall be cumulative, and except as may be otherwise provided by applicable law, the exercise of any one or more rights shall not preclude the exercise of any others. In the instance of an Event of Default solely with respect to any Partial Transferred Premises, Landlord's remedies hereunder shall apply solely with respect to such Partial Transferred Premises.

19.2 Right to Keep Lease in Effect.

19.2.1 Continuation of Lease. Upon the occurrence of an Event of Default hereunder, Landlord may continue this Lease in full force and effect, as permitted by California Civil Code Section 1951.4 (or any successor provisions). Specifically, Landlord has the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations). In the event Landlord elects this remedy, Landlord shall have the right to enforce by suit or otherwise, all covenants and conditions hereof to be performed or complied with by Tenant and exercise all of Landlord's rights, including the right to collect Rent, including any and all Additional Rent, when and as such sums become due, even though Tenant has breached this Lease and is no longer in possession of the Premises or actively managing or operating the Premises. If Tenant abandons the Premises in violation of this Lease, Landlord may (i) enter the Premises and relet the Premises, or any part thereof, to third Persons for Tenant's account without notice to Tenant, Tenant hereby waiving rights, if any, to any such notice under any applicable Law; and (ii) alter, install or modify the Improvements or any portion thereof. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in enforcing this Lease, whether or not any action or proceeding is commenced, including, without limitation, reasonable Attorneys' Fees and Costs, brokers' fees or commissions, the costs of removing and storing the Personal Property of Tenant, costs incurred by Landlord in connection with reletting the Premises, or any portion thereof, and altering, installing, modifying and constructing tenant improvements required for a new tenant, and the costs of Restoration and of repairing, securing, servicing, maintaining and preserving the Premises or the Improvements, or any portion thereof. Reletting may be for a period equal to, shorter or longer than the remaining Term of this Lease, provided Tenant's obligations shall in no event extend beyond the Term.

19.2.2 No Termination. No act by Landlord allowed by this Section 19.2, nor any appointment of a receiver upon Landlord's initiative to protect its interest under this Lease, nor any withholding of consent to a subletting or assignment or termination of a subletting or assignment in accordance herewith, shall terminate this Lease, unless and until Landlord notifies Tenant in writing that Landlord elects to terminate this Lease.

19.2.3 Application of Proceeds of Reletting. If Landlord elects to relet the Premises as provided hereinabove in Section 19.2.1, the rent that Landlord receives from reletting shall be applied to the payment of:

19.2.3.1 First, all costs incurred by Landlord in enforcing this Lease, whether or not any action or proceeding is commenced, including, without limitation, reasonable Attorneys' Fees and Costs, brokers' fees or commissions, the costs of removing and storing the Personal Property of Tenant, costs incurred by Landlord in connection with reletting the Premises, or any portion thereof, and altering, installing, modifying and constructing tenant improvements required for a new tenant, and the costs of repairing, securing and maintaining the Premises or any portion thereof;

19.2.3.2 Second, the satisfaction of all obligations of Tenant hereunder (other than the payment of Rent) including, without limitation, the payment of all Impositions or other items of Additional Rent owed from Tenant to Landlord, in addition to or other than Rent due from Tenant;

19.2.3.3 Third, Rent, including any and all Additional Rent, due and unpaid under this Lease; and

19.2.3.4 After deducting the payments referred to in this Section 19.2.3, any sum remaining from the rent Landlord receives from reletting shall be held by Landlord and applied to monthly installments of Rent as such amounts become due under this Lease. In no event shall Tenant be entitled to any excess rent received by Landlord. If, on a date Rent or other amount is due under this Lease, the rent received as of such date from the reletting is less than the Rent or other amount due on that date, or if any costs, including those for maintenance which Landlord incurred in reletting, remain after applying the rent received from the reletting as provided in Section 19.2.3.2, Tenant shall pay to Landlord, upon demand, in addition to the remaining Rent or other amounts due, all such costs.

19.2.4 Payment of Rent. Tenant shall pay to Landlord the Rent due under this Lease on the dates the Rent is due, less the rent Landlord has received from any reletting which exceeds all costs and expenses of Landlord incurred in connection with Tenant's default and the reletting of all or any portion of the Premises.

19.3 Right to Terminate Lease.

19.3.1 Damages. Landlord may terminate this Lease at any time after the occurrence (and during the continuation) of an Event of a Default by giving written notice of such termination. Termination of this Lease shall thereafter occur on the date set forth in such notice. Acts of maintenance or preservation, and any appointment of a receiver upon Landlord's initiative to protect its interest hereunder shall not in any such instance constitute a termination of Tenant's right to possession. No act by Landlord other than giving notice of termination to Tenant in writing shall terminate this Lease. On termination of this Lease, Landlord shall have the right to recover from Tenant all sums allowed under California Civil Code Section 1951.2, including, without limitation, the following:

19.3.1.1 The worth at the time of the award of the unpaid Rent which had been earned at the time of termination of this Lease;

19.3.1.2 The worth at the time of the award of the amount by which the unpaid Rent which would have been earned after the date of termination of this Lease until the time of the award exceeds the amount of the loss of Rent that Tenant proves could have been reasonably avoided;

19.3.1.3 The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of the loss of Rent that Tenant proves could have been reasonably avoided;

19.3.1.4 Any other amount necessary to compensate Landlord for all detriment proximately caused by the default of Tenant, or which in the ordinary course of things would be likely to result therefrom; and

19.3.1.5 "The worth at the time of the award", as used in Sections 19.3.1.1 and 19.3.1.2 shall be computed by allowing interest at a rate per annum equal to the Default Rate. "The worth at the time of the award", as used in Section 19.3.1.3, shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%).

19.3.2 Interest. Rent not paid when due shall bear interest from the date due until paid at the Default Rate.

19.3.3 Waiver of Rights to Recover Possession. In the event Landlord terminates Tenant's right to possession of the Premises pursuant to this Section 19.3, Tenant hereby waives any rights to recover or regain possession of the Premises under any rights of redemption to which it may be entitled by or under any present or future Law, including, without limitation, California Code of Civil Procedure Sections 1174 and 1179 or any successor provisions.

19.3.4 No Rights to Assign or Sublet. Upon the occurrence of an Event of Default, notwithstanding Article 12, Tenant shall have no right to sublet or assign its interest in the Premises or this Lease without Landlord's written consent, which may be given or withheld in Landlord's sole and absolute discretion, subject to the rights of Mortgagees as set forth in Article 34.

19.4 Continuation of Subleases and Other Agreements. Subject to the terms of any Non-Disturbance Agreements entered into by Landlord in accordance with Section 12.5 hereof, Landlord shall have the right, at its sole and absolute option, to assume any and all Subleases and agreements by Tenant for the maintenance or operation of the Premises. Tenant hereby further covenants that, upon request of Landlord following an Event of Default and termination of Tenant's interest in this Lease, Tenant shall execute, acknowledge and deliver to Landlord such further instruments as may be necessary or desirable to vest or confirm or ratify vesting in Landlord the then existing Subleases and other agreements then in force, as above specified.

ARTICLE 20. EQUITABLE RELIEF

20.1 Landlord's Equitable Relief. In addition to the other remedies provided in this Lease, Landlord shall be entitled at any time after a default or threatened default by Tenant to seek injunctive relief or an order for specific performance, where appropriate to the circumstances of such default. In addition, after the occurrence of an Event of Default, Landlord shall be entitled to any other equitable relief that may be appropriate to the circumstances of such Event of Default.

20.2 Tenant's Equitable Relief. In addition to the other remedies provided in this Lease, Tenant shall be entitled at any time after a default or threatened default by Landlord to seek injunctive relief or an order for specific performance, where appropriate to the circumstances of such default. In addition, after the occurrence of an Event of Default, Tenant shall be entitled to any other equitable relief (excepting termination of this Lease) that may be appropriate to the circumstances of such Event of Default.

ARTICLE 21. NO WAIVER

21.1 No Waiver by Landlord or Tenant. No failure by Landlord or Tenant to insist upon the strict performance of any term of this Lease or to exercise any right, power or remedy consequent upon a breach of any such term, shall be deemed to imply any waiver of any such breach or of any such term unless clearly expressed in writing by the Party against which waiver is being asserted. No waiver of any breach shall affect or alter this Lease, which shall continue in full force and effect, or the respective rights of Landlord or Tenant with respect to any other then existing or subsequent breach.

21.2 No Accord or Satisfaction. No submission by Tenant or acceptance by Landlord of full or partial Rent or other sums during the continuance of any failure by Tenant to perform its obligations hereunder shall waive any of Landlord's rights or remedies hereunder or constitute an accord or satisfaction, whether or not Landlord had knowledge of any such failure. No endorsement or statement on any check or remittance by or for Tenant or in any communication accompanying or relating to such payment shall operate as a compromise or accord or satisfaction unless the same is approved as such in writing by Landlord. Landlord may accept such check, remittance or payment and retain the proceeds thereof, without prejudice to its rights to recover the balance of any Rent, including any and all Additional Rent, due from Tenant and to pursue any right or remedy provided for or permitted under this Lease or in law or at equity. No payment by Tenant of any amount claimed by Landlord to be due as Rent hereunder (including any amount claimed to be due as Additional Rent) shall be deemed to waive any claim which Tenant may be entitled to assert with regard to the making of such payment or the amount thereof, and all such payments shall be without prejudice to any rights Tenant may have with respect thereto, whether or not such payment is identified as having been made "under protest" (or words of similar import).

ARTICLE 22. DEFAULT BY LANDLORD; TENANT'S REMEDIES

22.1 Default by Landlord; Tenant's Exclusive Remedies. Landlord shall be deemed to be in default hereunder only if Landlord shall fail to perform or comply with any obligation on

its part hereunder and (i) such failure shall continue for more than the time of any cure period provided herein, or, (ii) if no cure period is provided herein, for more than thirty (30) days after written notice thereof from Tenant, or, (iii) if such default cannot reasonably be cured within such thirty (30)-day period, Landlord shall not within such period commence with due diligence and dispatch the curing of such default, or, having so commenced, shall thereafter fail or neglect to prosecute or complete with diligence and dispatch the curing of such default. Upon the occurrence of default by Landlord described above, which default (other than a default by Landlord under Section 36.2) substantially and materially interferes with the ability of Tenant to conduct its Permitted Uses on the Premises provided for hereunder, Tenant shall have the exclusive right: (a) to offset or deduct only from the Rent becoming due hereunder, the amount of all actual damages incurred by Tenant as a direct result of Landlord's default, but only after obtaining a final, non-appealable judgment in a court of competent jurisdiction for such damages in accordance with applicable Law and the provisions of this Lease (and subject to the limitations set forth in Articles 23 and 24): and (b) to seek equitable relief in accordance with applicable Laws and the provisions of this Lease where appropriate and where such relief does not impose personal liability on Landlord or its Agents in excess of that permitted pursuant to Articles 23 and 24; provided, however, (i) in no event shall Tenant be entitled to offset from all or any portion of the Rent becoming due hereunder or to otherwise recover or obtain from Landlord or its Agents any damages (including, without limitation, any consequential, incidental, punitive or other damages proximately arising out of a default by Landlord hereunder) or Losses other than Tenant's actual damages as described in the foregoing clause (a); (ii) Tenant agrees that, notwithstanding anything to the contrary herein or pursuant to any applicable Laws, Tenant's remedies hereunder shall constitute Tenant's sole and absolute right and remedy for a default by Landlord hereunder (including but not limited to any default by Landlord under Section 36.2); and (iii) Tenant shall have no remedy of self-help.

ARTICLE 23. TENANT'S RECOURSE AGAINST LANDLORD

23.1 No Recourse Beyond Value of Property Except as Specified. Tenant agrees that, subject to any offsets against Rent as expressly set forth in Section 22.1, Tenant's recourse against Landlord and Landlord's liability with respect to any monetary obligation of Landlord under this Lease, or any monetary claim based upon this Lease, shall not exceed an amount equal to the fair market value of Landlord's fee interest in the Premises (as encumbered by this Lease) at the time such claim is made. By Tenant's execution and delivery hereof and as part of the consideration for Landlord's obligations hereunder, Tenant expressly waives all such monetary liability in excess of the aforementioned amounts.

23.2 No Recourse Against Specified Persons. No commissioner, officer or employee of Landlord or City will be personally liable to Tenant, or any successor in interest, for any Event of Default by Landlord, and Tenant agrees that it will have no recourse with respect to any obligation of Landlord under this Lease, or for any amount which may become due Tenant or any successor or for any obligation or claim based upon this Lease, against any such Person.

ARTICLE 24. LIMITATIONS ON LIABILITY

24.1 Waiver of Consequential Damages. As a material part of the consideration for this Lease, and notwithstanding any provision herein to the contrary, neither Party shall be liable

for, and each Party hereby waives any claims against the other for, any consequential damages incurred by either Party and arising out of any default by the other Party hereunder.

24.2 Limitation on Landlord Liability Upon Transfer. In the event of any assignment or other transfer of Landlord's interest in and to the Premises, Landlord, subject to the provisions hereof (and in case of any subsequent transfers thereof, the then transferor), shall automatically be relieved and released, from and after the date of such assignment or transfer, of all liability with regard to the performance of any covenants or obligations contained in this Lease thereafter to be performed on the part of Landlord (or such transferor, as the case may be), but not from liability incurred by Landlord (or such transferor, as the case may be) on account of covenants or obligations to be performed by Landlord (or such transferor, as the case may be) hereunder before the date of such assignment or transfer; provided, however, that Landlord (or such subsequent transferor) also shall automatically be relived and released from liability on account of covenants and obligations to be performed hereunder before the date of such assignment or transfer if and to the extent Landlord (or such subsequent transferor) has transferred to the transferee any funds in Landlord's possession (or in the possession of such subsequent transferor) in which Landlord (or such subsequent transferor) has an interest, in trust, for application to such liability, and such transferee has assumed all liability for all such funds so received by such transferee from Landlord (or such subsequent transferor). Notwithstanding the preceding provisions of this paragraph, no such assignment or transfer shall relieve or release City of any liability with regard to the performance of any covenants or obligations contained in Article 15 except to the extent the assignment or transfer of such liability has been approved by the relevant Regulatory Agency.

24.3 No Recourse Against Specified Persons. No shareholder, board member, officer, employee, limited partner or member of Tenant or of any partner or member of Tenant will be personally liable to Landlord or any successor in interest of Landlord for any Event of Default of Tenant, and Landlord agrees that it will have no recourse with respect to any obligation of Tenant under this Lease, or for any amount which may became due to Landlord or any successor or for any obligation or claim based upon this Lease, against any such Person. The foregoing provisions shall not apply with respect to, and to the extent, any such Person is the guarantor under the Completion Guaranty or the Minimum Project Liquidated Damages Guaranty.

24.4 No Landlord Liability. Except to the extent of the gross negligence or willful misconduct of Landlord, or Landlord's Representatives, and subject to Tenant's indemnification obligations, Landlord shall not be liable or responsible in any way for:

24.4.1 Any loss or damage whatsoever to any property belonging to Tenant or to its representatives or to any other person who may be in or upon the Premises; or

24.4.2 Any loss, damage or injury, whether direct or indirect, to persons or property resulting from any failure, however caused, in the supply of utilities, services or facilities provided or repairs made to the Premises under any of the provisions of this Lease or otherwise.

24.5 No Liability for Actions of ORA. Notwithstanding any provision herein to the contrary, neither Landlord nor Landlord's Representatives shall have any liability or

responsibility for any actions taken at any time by ORA or ORSA or for any losses whatsoever, whether direct or indirect, resulting from the passage, implementation or enforcement of AB 26 by any governmental agency or official.

ARTICLE 25. ESTOPPEL CERTIFICATES BY TENANT

25.1 Estoppel Certificate by Tenant. Tenant shall execute, acknowledge and deliver to Landlord (or at Landlord's request, to a prospective purchaser or mortgagee of Landlord's interest in the Property), within fifteen (15) Business Days after a request, a certificate stating to the best of Tenant's knowledge after diligent inquiry (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the modifications or, if this Lease is not in full force and effect, so stating), (b) the dates, if any, to which any Rent and other sums payable hereunder have been paid, (c) that no notice has been received by Tenant of any default hereunder which has not been cured, except as to defaults specified in such certificate, and (d) any other matter actually known to Tenant, directly related to this Lease and reasonably requested by Landlord. In addition, if requested, Tenant shall attach to such certificate a copy of this Lease, and any amendments thereto, and include in such certificate a statement by Tenant that, to the best of its knowledge, such attachment is a true, correct and complete copy of this Lease, as applicable, including all modifications thereto. Any such certificate may be relied upon by any Landlord, any successor agency, and any prospective purchaser or mortgagee of the Premises or any part of Landlord's interest therein. Tenant will also use commercially reasonable efforts (including inserting a provision similar to this Section into each retail Sublease) to cause retail Subtenants under retail Subleases to execute, acknowledge and deliver to Landlord, within ten (10) Business Days after request, an estoppel certificate covering the matters described in clauses (a), (b), (c) and (d) above with respect to such retail Sublease.

ARTICLE 26. ESTOPPEL CERTIFICATES BY LANDLORD

26.1 Estoppel Certificate by Landlord. Landlord shall execute, acknowledge and deliver to Tenant (or at Tenant's request, to any Subtenant, prospective Subtenant, prospective Mortgagee, or other prospective transferee of Tenant's interest under this Lease), within fifteen (15) Business Days after a request, a certificate stating to the best of Landlord's knowledge (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, and stating the modifications or if this Lease is not in full force and effect, so stating), (b) the dates, if any, to which Rent and other sums payable hereunder have been paid, (c) whether or not, to the knowledge of Landlord, there are then existing any defaults under this Lease (and if so, specifying the same), and (d) any other matter actually known to Landlord, directly related to this Lease and reasonably requested by the requesting Party. In addition, if requested, Landlord shall attach to such certificate a copy of this Lease and any amendments thereto, and include in such certificate a statement by Landlord that, to the best of its knowledge, such attachment is a true, correct and complete copy of this Lease, including all modifications thereto. Any such certificate may be relied upon by Tenant, any successor, and any prospective subtenant, mortgagee or transferee of Tenant's interest in this Lease.

ARTICLE 27. APPROVALS BY LANDLORD

27.1 Approvals by Landlord. Landlord represents to Tenant that the Landlord's City Administrator or his or her designee, is authorized to execute on behalf of Landlord any closing or similar documents and any contracts, agreements, memoranda or similar documents with State, regional or local authorities or other Persons that are necessary or proper to achieve the purposes and objectives of this Lease and do not materially increase the obligations of Landlord hereunder, if the City Administrator determines, after consultation with, and approval as to form and legality by, the City Attorney, that the document is necessary or proper and in Landlord's best interests. The Landlord City Administrator's signature of any such documents shall conclusively evidence such a determination by him or her. Wherever this Lease requires or permits the giving by Landlord of its consent or approval, or whenever an amendment, waiver, notice, or other instrument or document is to be executed by or on behalf of Landlord, the City Administrator, or his or her designee, shall be authorized to execute such instrument on behalf of Landlord, except as otherwise provided by applicable law, including the City's Charter, or the express language of this Lease.

27.2 Fees for Review. In addition to, and without limiting, the provisions of Section 12.1.13, within thirty (30) days after Landlord's written request, Tenant shall pay Landlord, as Additional Rent, Landlord's reasonable costs, including, without limitation, Attorneys' Fees and Costs (and including fees and reasonable costs of the City Attorney) incurred in connection with the review, investigation, processing, documentation and/or approval of any Mortgage, estoppel certificate, Non-disturbance Agreement and Additional Construction. Tenant shall pay such reasonable costs regardless of whether or not Landlord consents to such proposal, except only in any instance where Landlord has wrongfully withheld, delayed or conditioned its consent in violation of this Lease.

ARTICLE 28. NO MERGER OF TITLE

28.1 No Merger of Title. There shall be no merger of the leasehold estate with the fee estate in the Premises by reason of the fact that the same Person may own or hold (a) the leasehold estate or any interest in such leasehold estate, and (b) any interest in such fee estate. No such merger shall occur unless and until all Persons having any interest in the leasehold estate and the fee estate in the Premises shall join in and record a written instrument effecting such merger.

ARTICLE 29. QUIET ENJOYMENT

29.1 Quiet Enjoyment. Subject to the Permitted Title Exceptions, the terms and conditions of this Lease and applicable Laws, Landlord agrees that Tenant, upon paying the Rent and observing and keeping all of the covenants under this Lease on its part to be kept, shall lawfully and quietly hold, occupy and enjoy the Premises during the Term of this Lease without hindrance or molestation of anyone claiming by, through or under Landlord. Notwithstanding the foregoing, Landlord shall have no liability to Tenant in the event any defect exists in the title of Landlord as of the Commencement Date, whether or not such defect affects Tenant's rights of quiet enjoyment (unless such defect is due to Landlord's willful misconduct) and no such defect shall be grounds for a termination of this Lease by Tenant. Tenant's sole remedy with respect to

any such existing title defect shall be to obtain compensation by pursuing its rights against any title insurance company or companies issuing title insurance policies to Tenant. For avoidance of doubt, as used in this Section 29.1, "defect in the title of Landlord" or "existing title defect" shall mean and include any matters of record in the Official Records of Alameda County.

ARTICLE 30. SURRENDER OF PREMISES

30.1 End of Lease Term.

30.1.1 Condition of Premises. Upon the expiration or other termination of the Term of this Lease, Tenant shall quit and surrender to Landlord the Premises in good order and condition, reasonable wear and tear excepting to the extent the same is consistent with maintenance of the Premises in the condition required hereunder and subject to Articles7, 9 and 10. The Premises shall be surrendered with all Improvements, repairs, alterations, additions, substitutions and replacements thereto subject to Section 30.1.3 and in compliance with Section 30.1.4. Tenant hereby agrees to execute all documents as Landlord may deem necessary to evidence or confirm any such other termination.

30.1.2 Subleases. Upon any termination of this Lease, Landlord shall have the right to terminate all Subleases hereunder except for those Subleases with respect to which Landlord has entered into Non-Disturbance Agreements as provided in Section 12.5, or which Landlord has agreed to assume pursuant to Section 19.4.

30.1.3 Personal Property. Upon expiration or termination of this Lease, Tenant and all Subtenants shall have the right to remove their respective trade fixtures and other personal property. At Landlord's request, Tenant shall remove, at no cost to Landlord, any Personal Property belonging to Tenant which then remains on the Premises (excluding any personal property owned by Subtenants or other Persons). If the removal of such Personal Property causes damage to the Premises, Tenant shall repair such damage, at no cost to Landlord.

30.1.4 Compliance with Laws. Subject to Articles 9 and 10, Tenant shall surrender the Premises in compliance with all Laws, and free of all Encumbrances created, incurred, assumed or suffered to exist by Tenant or any Person claiming through it (including any Subtenant) other than Permitted Title Exceptions and other Encumbrances approved by Landlord in writing, and in at least a condition which is sufficient to support the following (collectively, the "Minimum Condition"):

30.1.4.1 Operational capability to handle the same types of services which have been provided within the Premises for the prior five (5) Lease Years.

30.1.4.2 The following criteria shall be taken into account and considered relevant in determining whether the Minimum Condition has been met at the time of the surrender: (1) the main civil and structural works shall not exhibit any excessive signs of damage, wear, stress, cracking, settlement, corrosion, or weather erosion, such that they cannot reasonably be expected to satisfy their full design life specification when originally installed, however, Landlord acknowledges that normal wear and tear of such improvements according to their age shall be permissible; (2) limited life and "wear and tear" components of the Improvements have been replaced by Tenant prior to the surrender date in accordance with good

industry practice as and when they failed, wore out, or reached their design life or customary replacement frequency, as part of ongoing maintenance activities, however, Landlord acknowledges that such Improvements, may otherwise be turned over with normal wear and tear; and (3) major electrical and mechanical components or equipment shall be in good operating condition, normal wear and tear excepted.

30.1.5 Quitclaim of Regulatory Approvals. Upon the expiration or termination of this Lease, Tenant shall quitclaim and assign to Landlord or Landlord's designee, in such form and substance reasonably satisfactory to Landlord, all of Tenant's rights, title and interest in and to the Regulatory Approvals and all applications and supporting materials relating to such Regulatory Approvals, subject to any rights, title and interest therein of third parties that are Non-Affiliates of Tenant.

ARTICLE 31. HOLD OVER

31.1 No Right to Hold Over. Tenant shall have no right to remain in possession of all or any part of the Premises after the Termination Date of this Lease. Tenant shall have no right to holdover and no tenancy shall be created by implication or law. However, if Tenant fails to vacate and surrender possession of the Premises on or prior to the Termination Date, Tenant shall pay Landlord two hundred percent (200%) of the higher of monthly rent immediately theretofore payable plus other rents prevailing at the date of such holding over for each month after the Termination Date or then comparable monthly rents for similar projects from the date of hold-over, in any case, always subject to all rents being increased at the sole discretion of Landlord at any time during the holding over period and upon notice to Tenant. Landlord's receipt and acceptance of such monthly Rent as adjusted in this Section 31.1 shall not be construed as Landlord's consent to any holding over by Tenant. Tenant hereby agrees to indemnify and hold harmless Landlord from and against any and all Claims incurred by Landlord as a result of Tenant remaining in possession of all or any part of the Premises after the Termination Date. Tenant shall not interpose any counterclaim in any summary or other proceeding based on holding over by Tenant. Except as provided in this Section 31.1, all other terms and conditions of this Lease shall apply during any period of holding over by Tenant without Landlord's express written consent, in its sole and absolute discretion.

31.2 No Right to Relocation Assistance. It is understood and agreed that nothing contained in this Lease shall give Tenant any right to relocation assistance or payment from Landlord upon expiration or termination of the Term or upon the termination of any holdover tenancy by any means whatsoever. Tenant acknowledges and agrees that upon such expiration or termination, it shall not be entitled to, and expressly hereby waives, any relocation assistance or payment pursuant to the provisions of Title 1, Division 7, Chapter 16, of the Government Code of the State of California (Sections 7260 et seq.) or any other applicable Law with respect to any relocation of its business or activities.

31.3 Transition. During the last Lease Year of the Term, Tenant shall, without compensation, reasonably cooperate with Landlord and any proposed subsequent master lessee, tenant, assignee, licensee or the like to the Premises identified by Landlord to ensure the orderly transition of the Premises upon the Termination Date, including, without limitation, providing

tours to, participating in transition meetings with, and providing relevant non-confidential information to Landlord or such subsequent party upon the reasonable request of Landlord.

ARTICLE 32. NOTICES

32.1 Notices. All notices, demands, consents, requests and other communications that may or are required to be given by any Party to the other Party under this Lease shall be in writing and shall be deemed duly given: (a) when delivered if personally delivered to the recipient; (b) when transmitted, if sent by telecopier or facsimile device during normal business hours, provided such device is capable of generating a written confirmation of such transmission and receipt and an original is deposited in first class mail within two (2) business days thereafter addressed to the other Party as set forth below; (c) on the first business day following delivery to an overnight delivery service, provided delivery is confirmed by the delivery service; and (d) on the earlier of actual receipt or three (3) days following deposit in United States registered or certified mail, postage prepaid and return receipt requested, addressed to the other Party as set forth below:

To Landlord:	City of Oakland City Hall 1 Frank H. Ogawa Plaza, 3rd. Fl. Oakland, CA 94612 Attention: City Administrator Reference: Oakland Army Base Facsimile: _____ Telephone: _____ Email: _____
with a copy to:	Office of the City Attorney Attn: _____ City Hall One Frank H. Ogawa Plaza, 6th Fl. Oakland, CA 94612 Reference: Oakland Army Base Facsimile: _____ Telephone: _____ Email: _____
To Tenant:	Prologis CCIG Oakland Global, LLC c/o: Prologis Attention: Mr. Mark Hansen Pier 1, Bay 1 San Francisco, CA 94111 Telephone: (510) 661-4080 Email: mhansen@prologis.com

with a copy to: Prologis CCIG Oakland Global, LLC
Attention: Mr. Phil Tagami
c/o California Capital & Investments, Inc.
The Rotunda Building
300 Frank Ogawa Plaza, Suite 340
Oakland, CA 94612
Facsimile: 510.834.5380
Telephone: 510.268.8500
Email: tagami@californiagroup.com

Prologis, Inc.
Attention: General Counsel
4545 Airport Way
Denver, CO 80239
Facsimile: (303) 567-5761
Telephone: (303) 567-5000

Either Party may change its address for notices by giving written notice to the other Party in the manner set forth above.

32.2 Form and Effect of Notice. Every notice given to a Party or other Person under this Section must state (or shall be accompanied by a cover letter that states):

32.2.1 the Section of this Lease pursuant to which the notice is given and the action or response required, if any;

32.2.2 if applicable, the period of time within which the recipient of the notice must respond thereto; and

32.2.3 if applicable, that the failure to object to the notice within a stated time period will be deemed to be the equivalent of the recipient's approval of or consent to the subject matter of the notice.

In no event shall a recipient's approval of or consent to the subject matter of a notice be deemed to have been given by its failure to object thereto if such notice (or the accompanying cover letter) does not comply with the requirements of this Section 32.2.

ARTICLE 33. INSPECTION OF PREMISES BY LANDLORD

33.1 Entry. Subject to the rights of Subtenants, Tenant shall permit Landlord and its Agents to enter the Premises during regular business hours upon reasonable prior notice (and at any time in the event of an emergency which poses an imminent danger to public health or safety) for the purpose of (i) inspecting the same for compliance with any of the provisions of this Lease, (ii) performing any work therein that Landlord may have a right to perform under Article 17 and/or (iii) inspecting, sampling, testing and monitoring the Premises or the Improvements or any portion thereof, including buildings, grounds and subsurface areas, as Landlord reasonably deems necessary or appropriate for evaluation of Hazardous Materials or

other environmental conditions. Nothing herein shall imply any duty upon the part of Landlord to perform any work which under any provision of this Lease Tenant may be required to perform, nor to place upon Landlord any obligation, or liability, for the care, supervision or repair of the Premises, provided, however, Landlord shall use reasonable efforts to minimize interference with the activities and tenancies of Tenant, Subtenants and their respective Invitees. If Landlord elects to perform work on the Premises pursuant to Article 19, Landlord shall not be liable for inconvenience, loss of business or other damage to Tenant by reason of the performance of such work on the Premises, or on account of bringing necessary materials, supplies and equipment into or through the Premises during the course thereof, except to the extent caused solely by the gross negligence or willful misconduct of Landlord, its agents or employees, provided Landlord uses reasonable diligence to minimize the interference any such work may cause with the activities of Tenant, its Subtenants, and their respective Invitees.

33.2 Exhibit for Lease. Subject to the rights of Subtenants, Tenant shall permit Landlord and its Agents to enter the Premises during regular business hours upon reasonable prior notice (i) to exhibit the same in a reasonable manner in connection with any sale, transfer or other conveyance of Landlord's interest in the Premises, and (ii) provided that Tenant has not exercised its right of first offer pursuant to Article 40, during the last eighteen (18) months of the Term, for the purpose of leasing the Premises.

33.3 Notice, Right to Accompany. Landlord agrees to give Tenant reasonable prior notice of Landlord's entering on the Premises except in an emergency for the purposes set forth in Sections 37.1 and 37.2. Such notice shall be not less than twenty-four (24) hours oral notice. Tenant shall have the right to have a representative of Tenant accompany Landlord or its Agents on any entry into the Premises. Notwithstanding the foregoing, no notice shall be required for Landlord's entry onto public areas of the Premises during regular business hours unless such entry is for the purposes set forth in Sections 34.1 and 34.2.

33.4 Rights of Subtenants. Tenant agrees to use commercially reasonable efforts (including efforts to obtain the agreement of each Subtenant (other than Landlord) to the inclusion of a provision similar to this Section 33.4 in its Sublease) to require each Subtenant to permit Landlord to enter its premises for the purposes specified in this Section 33. If Tenant is unable to obtain such agreement after commercially reasonable efforts, Tenant shall use commercially reasonable efforts to include a right of entry for Landlord upon terms customary for comparable leases in the Central District Redevelopment Project Area.

ARTICLE 34. MORTGAGES

34.1 No Mortgage Except as Set Forth Herein.

34.1.1 Restrictions on Financing. Except as expressly permitted in this Article 34, Tenant shall not:

34.1.1.1 engage in any financing or other transaction creating any mortgage, deed of trust or similar security instrument upon Tenant's leasehold estate in the Premises or Tenant's interest in the Improvements under this Lease; or

34.1.1.2 place or suffer to be placed upon Tenant's leasehold estate in the Premises or interest in the Improvements hereunder any lien or other encumbrances other than as expressly permitted by Article 4.

34.1.2 No Subordination of Fee Interest or Rent. Under no circumstance whatsoever shall Tenant place or suffer to be placed any lien or encumbrance on Landlord's fee interest in the Land in connection with any financing permitted hereunder, or otherwise. Landlord shall not subordinate its interest in the Premises, nor its right to receive Rent, to any Mortgagee of Tenant.

34.1.3 Violation of Covenant. Any mortgage, deed of trust, encumbrance or lien not permitted by this Article 34 shall be deemed to be a violation of this covenant on the date of its execution or filing of record regardless of whether or when it is foreclosed or otherwise enforced.

34.2 Leasehold Liens.

34.2.1 Tenant's Right to Mortgage Leasehold. Subject to the terms and conditions of Article 34, and provided that no Event of Default or Unmatured Event of Default then exists, Tenant shall have the right during the Term to assign, mortgage or encumber Tenant's leasehold estate created by this Lease by way of leasehold mortgages, deeds of trust or other security instruments of any kind to the extent permitted hereby.

34.2.2 Leasehold Mortgages Subject to this Lease. With the exception of the rights expressly granted to Mortgagees in this Lease, the execution and delivery of a Mortgage shall not give or be deemed to give a Mortgagee any greater rights than those granted to Tenant hereunder.

34.2.3 Limitation of Number of Leasehold Mortgagees Entitled to Protection Provisions. Notwithstanding anything to the contrary set forth herein, any rights given hereunder to Mortgagees (other than notice rights, which shall apply to all Mortgagees that have given Landlord the notice required under Section 34.9.2) shall only apply to the most senior Mortgagee with respect to any particular portion of the Premises, unless such Mortgagee elects not to exercise its rights thereunder in which event such rights will apply to the next most senior Mortgagee.

34.3 Notice of Liens. Tenant shall notify Landlord promptly of any lien or encumbrance other than the Permitted Title Exceptions of which Tenant has knowledge and which has been recorded against or attached to the Improvements or Tenant's leasehold estate hereunder whether by act of Tenant or otherwise.

34.4 Limitation of Mortgages. In addition to the limitations set forth elsewhere in this Article 34, the limitations set forth in this Section 34.4 shall apply to all Mortgages.

34.4.1 Limitations. A Mortgage may be made only for the purpose of financing the construction of the Initial Improvements, refinancing completed Initial Improvements, any permanent take-out financing (subject to the limitations herein with respect to construction financing for the Initial Improvements), acquisition financing by a transferee of

Tenant's interest in this Lease (subject to the provisions of Article 12), and the refinancing of permitted Mortgages. With respect to any issuance of corporate debt or other securitized financings, Tenant shall not be permitted to create any structure that would create an obligation or security of Landlord. In addition, Tenant's right to enter into a Mortgage shall be subject to the following limitations:

34.4.1.1 The total amount of the debt encumbering Tenant's interest with respect to any financing for the construction of the Initial Improvements shall not exceed the actual and reasonable costs (both hard and soft costs) of such construction;

34.4.1.2 The total amount of the debt encumbering Tenant's leasehold shall not exceed ninety percent (90%) of the sum of the appraised value of such leasehold plus the value of any additional security, guaranty or credit enhancement provided by Tenant, as determined by the proposed Leasehold Mortgagee;

34.4.1.3 The interest rate under such Mortgage shall not exceed the then-prevailing market rate for similar mortgages;

34.4.1.4 With respect to any financing for the construction of the Initial Improvements, such financing shall not permit Tenant to draw or receive any advances or proceeds of such financing for any purpose other than payment of legitimate third party costs for such construction (including design costs and development impact fees) interest, property taxes or assessments, and operating and leasing expenses (the aggregate amount of which is subject to the limitation set forth in Section 34.4.1.2), and Tenant shall not use any such advances or proceeds for any other purpose whatsoever;

34.4.1.5 Tenant has received the prior written confirmation from Landlord that each such Mortgage is in compliance with this Section 34.4;

34.4.1.6 a Mortgage may not cover any property of, or secure any debt issued or guaranteed by, any Person other than Tenant for the purpose described in Section 34.4.1;

34.4.1.7 no Person other than a Bona Fide Institutional Lender or other lender approved by Landlord pursuant to Section 34.6 shall be entitled to the benefits and protections accorded to a Mortgagee in this Lease;

34.4.1.8 no Mortgage or other instrument purporting to mortgage, pledge, encumber or create an Encumbrance on or against any or all of the interest of Tenant shall extend to or affect the fee simple interest in the Premises, Landlord's interest hereunder or its reversionary interest and estate in and to the Premises or any part thereof, or adversely affect the rights or increase the liabilities or obligations of Landlord except to the extent set forth in this Lease;

34.4.1.9 Landlord shall have no liability whatsoever for payment of the principal sum secured by any Mortgage, or any interest accrued thereon or any other sum secured thereby or accruing thereunder;

34.4.1.10 Landlord shall have no obligation to any Mortgagee except as expressly as set forth in this Lease and only with respect to such Mortgagee that has provided Landlord with written notice of its Mortgage;

34.4.1.11 each Mortgage shall provide that if an event of default under the Mortgage has occurred and is continuing and the Mortgagee gives notice of such event of default to Tenant, then the Mortgagee shall give concurrent notice of such default to Landlord;

34.4.1.12 subject to the terms of this Lease and except as specified herein, all rights acquired by a Mortgagee under any Mortgage shall be subject and subordinate to all of the provisions of this Lease and to all of the rights of Landlord hereunder;

34.4.1.13 notwithstanding any enforcement of the security of any Mortgage, Tenant shall remain liable to Landlord for the payment of all sums owing to Landlord under this Lease and the performance and observance of all of Tenant's covenants and obligations under this Lease;

34.4.1.14 a Mortgagee shall not, by virtue of its Mortgage, acquire any greater rights or interest in or to the Premises than Tenant has at any applicable time under this Lease, other than such rights or interest as may be granted or acquired in accordance with this Article 34; and

34.4.1.15 prior to the effective date of a Mortgage, each Mortgagee, Landlord and Tenant shall enter into a consent agreement in a form acceptable to all parties if required by Mortgagees, whereby all parties consent to the assignment of such Mortgage by the Mortgagees to an agent for the Mortgagees in connection with the financing of the Mortgage; provided that such consent agreement shall be in a customary form, include the exact rights and protections provided to the Mortgagees in this Lease, acknowledge that Tenant shall remain liable to Landlord for the payment of all sums owing to Landlord under this Lease and the performance and observance of all of Tenant's covenants and obligations under this Lease and provide that the Mortgagees shall promptly cause to be recorded in the County Recorder's Office of Alameda County a reconveyance and release of the Mortgage upon the end of its term.

34.4.2 Statement. Landlord agrees within thirty (30) days after request by Tenant to give to any holder or proposed holder of a Mortgage a statement in recordable form as to whether such Mortgage is permitted hereunder to secure all of the advances and indebtedness stated by the terms of the applicable financing documents. Except as set forth in such statement, such a statement shall estop Landlord from asserting, against either Tenant or such prospective Mortgagee, that such Mortgage (if done in the way described in the statement) is not permitted hereunder, but shall create no liability on Landlord, and shall conclusively establish that such Mortgage is permitted hereunder and does not constitute a default by Tenant. In making a request for such statement, Tenant shall furnish Landlord true, accurate and complete copies of such of the financing documents as are required reasonably by Landlord to permit Landlord to make the determination whether such Mortgage is permitted hereby. In no event, however, shall any failure by Tenant or other party to comply with the terms of any Mortgage, including without limitation the use of any proceeds of any debt, the repayment of which secured by a Mortgage, be deemed to invalidate the lien of a Mortgage.

34.5 Interest Covered by Mortgage. A Mortgage may attach to any or all of the following interests in the Premises: (i) Tenant's leasehold interest in the Premises created hereby and Tenant's interest in the Improvements or some portion thereof granted hereunder, (ii) Tenant's interest in any permitted Subleases thereon, (iii) any Personal Property of Tenant, (iv) rents, products and proceeds of the foregoing, and (v) any other rights and interests of Tenant arising under this Lease. As provided in Section 34.1.2 no Mortgage may encumber Landlord's interest in or under this Lease or Landlord's fee simple interest in the Property or Landlord's personal and other property in, on or around the Property.

34.6 Qualified Lender. A Mortgage may be given only to (i) a Bona Fide Institutional Lender, or (ii) any other lender that shall have been approved in advance by Landlord in writing in Landlord's sole and absolute discretion, subject to Landlord's receipt of substantial and adequate evidence providing Landlord with information on the structure, financial capacity, and experience of such other lender. In any instances in which Landlord's approval is so required, Landlord shall be deemed to have approved such other lender if the written notice from Tenant of the identity of such other lender specifies that no notification of disapproval within sixty (60) days after the receipt of such written notice constitutes approval, and Landlord sends no notification of disapproval within ten (10) days after written notice from Tenant to Landlord, notifying Landlord of the expiration of such sixty (60)-day period.

34.7 Rights Subject to Lease.

34.7.1 Subject to Lease. Except as otherwise expressly provided herein, all rights acquired by a Mortgagee under any Mortgage shall be subject to each and all of the covenants, conditions and restrictions set forth in this Lease, and to all rights of Landlord hereunder. None of such covenants, conditions and restrictions is or shall be waived by Landlord by reason of the giving of such Mortgage, except as expressly provided in this Lease or otherwise specifically waived by Landlord in writing.

34.7.2 Construction and Restoration Obligations. Notwithstanding any provision of this Lease to the contrary, no Mortgagee (including any such Mortgagee who obtains title to the leasehold or any part thereof as a result of foreclosure proceedings or action in lieu thereof) shall be obligated by the provisions of this Lease to Restore any damage or destruction to the Improvements unless expressly assuming such obligation under Section 34.10.3. Any other Person who thereafter obtains title to the leasehold or any interest therein from or through such Mortgagee, or any other purchaser at foreclosure sale (other than a Mortgagee), shall be required to Restore in accordance with the requirements of this Lease. Whether or not a Mortgagee elects to Restore, nothing in this Lease shall be construed to permit any such Mortgagee to devote the Premises or any part thereof to any uses, or to construct any improvements thereon, other than those uses or Improvements provided or authorized herein. If Mortgagee obtains title to the leasehold and chooses not to complete or Restore the Improvements, it shall so notify Landlord in writing of its election within ninety (90) days following its acquisition of the tenancy interest in this Lease and shall use commercially reasonable efforts sell its tenancy interest to a purchaser that shall be obligated to Restore the Improvements to the extent this Lease obligates the Tenant to so Restore. Mortgagee shall use good faith efforts to cause such sale to occur within six (6) months following the Mortgagee's written notice to Landlord of its election not to Restore, provided that any such purchaser shall

be subject to Landlord's reasonable prior written approval, which approval shall not be unreasonably withheld so long as such purchaser provides evidence satisfactory to Landlord in its reasonable discretion showing that such purchaser possesses the qualifications, experience and financial capacity to Restore in accordance with the requirements of this Lease. In the event Mortgagee agrees to Restore the Improvements, all such work shall be performed in accordance with all the requirements set forth in this Lease, and Mortgagee must submit evidence reasonably satisfactory to Landlord that it has the qualifications, experience and financial responsibility necessary to perform such obligations.

34.8 Required Provisions of any Mortgage. Tenant agrees to have any Mortgage provide: (a) that the Mortgagee shall by registered or certified mail give written notice to Landlord of the occurrence of any event of default as defined under the Mortgage; (b) that Landlord shall be given notice at the time any Mortgagee initiates any foreclosure action; and (c) that the disposition and application of insurance and condemnation awards shall be consistent with the provisions of this Lease, unless Landlord may agree otherwise in its sole and absolute discretion.

34.9 Notices to Mortgagee.

34.9.1 Copies of Notices. Landlord shall give a copy of each notice Landlord gives to Tenant from time to time of the occurrence of a default or an Event of Default, or of Landlord's consent to an assignment of any interest in this Lease or to a Significant Change, to any Mortgagee that has given to Landlord written notice substantially in the form provided in Section 34.9.2. Copies of such notices shall be given to Mortgagees at the same time as notices are given to Tenant by Landlord, addressed to such Mortgagee at the address last furnished to Landlord. Landlord shall acknowledge in writing its receipt of the name and address of a Mortgagee so delivered to Landlord. Landlord's failure to give such notice to a Mortgagee shall not be deemed to constitute a default by Landlord under this Lease, but no such notice by Landlord shall be deemed to have been given to Tenant unless and until a copy thereof shall have been so given to Mortgagee. Any such notices to Mortgagee shall be given in the same manner as provided in Section 32.1.

34.9.2 Notice From Mortgagee to Landlord. The Mortgagee under any Mortgage shall be entitled to receive notices from time to time given to Tenant by Landlord under this Lease in accordance with Section 34.9.1, provided such Mortgagee shall have delivered a notice to Landlord in substantially the following form:

> "The undersigned does hereby certify that it is a Mortgagee, as such term is defined in that certain Lease entered into by and between the City of Oakland, as Landlord, and _____ as Tenant (the "Lease"), of Tenant's interest in the Lease demising the parcels, a legal description of which is attached hereto as Exhibit ___ and made a part hereof by this reference. The undersigned hereby requests that copies of any and all notices from time to time given under the Lease to Tenant by Landlord be sent to the undersigned at the following address: _____."

34.10 Mortgagee's Right to Cure. If Tenant, or Tenant's successors or assigns, shall mortgage this Lease in compliance with the provisions of this Section, then, so long as any such Mortgage shall remain unsatisfied of record, the following provisions shall apply:

34.10.1 Cure Periods. Each Mortgagee shall have the right, but not the obligation, at any time prior to termination of this Lease and without payment of any penalty, to pay the Rents due hereunder, to effect any insurance, to pay taxes or assessments, to make any repairs or improvements, to do any other act or thing required of Tenant hereunder, and to do any act or thing which may be necessary and proper to be done in the performance and observance of the agreements, covenants and conditions hereof to prevent termination of this Lease; provided, however, that no such action shall constitute an assumption by such Mortgagee of the obligations of Tenant under this Lease. Each Mortgagee and its agents and contractors shall have full access to the Premises for purposes of accomplishing any of the foregoing. Any of the foregoing done by any Mortgagee shall be as effective to prevent a termination of this Lease as the same would have been if done by Tenant. In the case of any notice of default given by Landlord to Tenant, the Mortgagee shall have the same concurrent cure periods as are given Tenant under this Lease for remedying a default or causing it to be remedied, plus, in each case, an additional period of thirty (30) days (or, except for a default relating to the payment of money, such longer period as reasonably necessary so long as Mortgagee commences cure within such thirty (30) day period and diligently proceeds to completion) after the later to occur of (i) the expiration of such cure period, or (ii) the date that Landlord has served such notice of default upon Mortgagee, and Landlord shall accept such performance by or at the instance of the Mortgagee as if the same had been made by Tenant. The time in which Mortgagee may cure is herein called the "Mortgagee Cure Period."

34.10.2 Foreclosure. Anything contained in this Lease to the contrary notwithstanding, upon the occurrence of an Event of Default, other than an Event of Default due to a default in the payment of money or other default reasonably susceptible of being cured prior to Mortgagee obtaining possession, Landlord shall take no action to effect a termination of this Lease if, within thirty (30) days after notice of such Event of Default is given to each Mortgagee, a Mortgagee shall have (x) obtained possession of the Premises (including possession by a receiver if Mortgagee deems it advisable), or (y) notified Landlord of its intention to institute foreclosure proceedings (or to commence actions to obtain possession of the Premises through appointment of a receiver or otherwise) or otherwise acquire Tenant's interest under the Lease, and thereafter promptly commences and prosecutes such proceedings with diligence and dispatch subject to normal and customary postponements and compliance with any judicial orders relating to the timing of or the right to conduct such proceedings or Force Majeure. The period from the date Mortgagee so notifies Landlord until a Mortgagee acquires and succeeds to the interest of Tenant under this Lease or some other party acquires such interest through Foreclosure is herein called the "Foreclosure Period." A Mortgagee, upon acquiring Tenant's interest under this Lease, shall be required promptly to cure all monetary defaults and all other defaults then reasonably susceptible of being cured by such Mortgagee to the extent not cured prior to Foreclosure. The foregoing provisions of this Section 34.10.2 are subject to the following: (i) no Mortgagee shall be obligated to continue possession or to continue Foreclosure after the defaults or Events of Default hereunder referred to shall have been cured (and the Landlord shall accept such cure or performance of such obligation by any party, including Tenant); (ii) nothing herein contained shall preclude Landlord, subject to the provisions of this Section, from

exercising any rights or remedies under this Lease (other than a termination of this Lease to the extent otherwise permitted hereunder) with respect to any other Event of Default by Tenant during the pendency of such foreclosure proceedings; and (iii) such Mortgagee shall agree with Landlord in writing to comply during the Foreclosure Period with such of the terms, conditions and covenants of this Lease as are reasonably susceptible of being complied with by such Mortgagee (except to the extent related to Hazardous Materials or Restoration), including but not limited to the payment of all sums due and owing hereunder (except for monetary obligations related to Hazardous Materials or Restoration) and the use restrictions set forth in Section 3.1. Notwithstanding anything to the contrary, including an agreement by Mortgagee given under clause (iii) of the preceding sentence, Mortgagee shall have the right at any time to notify Landlord that it has relinquished possession of the Premises or that it will not institute Foreclosure or, if such Foreclosure has commenced, that it has discontinued them, and, in such event, the Mortgagee shall have no further liability under such agreement from and after the date it delivers such notice to Landlord, and, thereupon, Landlord shall be entitled to seek the termination of this Lease and/or any other available remedy as provided in this Lease unless such Event of Default has been cured. Upon any such termination, the provisions of this Section 34.10.2 shall apply. If Mortgagee is prohibited by any process or injunction issued by any court having jurisdiction of any bankruptcy or insolvency proceedings involving Tenant from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof, the times specified above for commencing or prosecuting such foreclosure or other proceedings shall be extended for the period of such prohibition, provided that Mortgagee shall (i) have fully cured any Event of Default due to a default in the payment of money, except for monetary obligations related to Restoration or Hazardous Materials, (ii) continue to pay currently such monetary obligations as and when the same become due, and (iii) perform all other obligations of Tenant under this Lease to the extent that they are susceptible of being performed by Mortgagee.

34.10.3 Construction.

34.10.3.1 Subject to Section 34.7.2, if an Event of Default occurs following any damage or destruction but prior to Restoration of the Improvements, Mortgagee, either before or after foreclosure or action in lieu thereof, shall not be obligated to Restore the Improvements beyond the extent necessary to preserve or protect the Improvements or construction already made, unless such Mortgagee expressly assumes Tenant's obligations to Landlord by written agreement reasonably satisfactory to Landlord, to Restore, in the manner provided in this Lease, the Improvements on the Premises or the part thereof to which the lien or title of such Mortgagee relates, and submitted evidence satisfactory to Landlord that it has the qualifications and financial responsibility necessary to perform such obligation.

34.10.3.2 Upon assuming Tenant's obligations to Restore in accordance with Section 34.10.3.1, Mortgagee or any transferee of Mortgagee shall not be required to adhere to the existing construction schedule, but instead all dates set forth in this Lease for such Restoration or otherwise agreed to shall be extended for the period of delay from the date of Tenant stopped work on the Restoration to the date of such assumption plus an additional one hundred twenty (120) days.

34.10.4 New Lease. In the event of the termination of this Lease before the expiration of the Term, including, without limitation, the termination of this Lease by the

Landlord on account of an Event of Default or the rejection of this Lease by a trustee of Tenant in bankruptcy or by Tenant as a debtor-in-possession, except (i) by Total Condemnation or Substantial Condemnation as provided in Article 10, or (ii) as the result of damage or destruction as provided in Article 9, Landlord shall serve upon the Mortgagee written notice that this Lease has been terminated, together with a statement of any and all sums which would at that time be due under this Lease but for such termination, and of all other defaults, if any, under this Lease then known to Landlord. The Mortgagee shall thereupon have the option to obtain a new Lease with respect to the portion of the Premises subsumed within such termination (for purposes of this Section 34.10.4, a "New Lease") in accordance with and upon the following terms and conditions:

34.10.4.1 Upon the written request of the Mortgagee, within thirty (30) days after service of such notice that this Lease has been terminated, Landlord shall enter into a New Lease with the most senior Mortgagee giving notice within such period or its designee, provided that the Mortgagee assumes Tenant's obligations as Sublandlord under any Subleases then in effect (unless Landlord entered into such Sublease in violation of Section 34.10.6 below) to the extent such assumption is necessary in order to continue such Subleases in effect; and

34.10.4.2 Such New Lease, shall be effective as of the date of termination of this Lease, and shall be for the remainder of the Term of this Lease and at the Rent and upon all the agreements, terms, covenants and conditions hereof, including any applicable rights of renewal and in substantially the same form as this Lease (except for any requirements or conditions which Tenant has satisfied prior to the termination). Such New Lease shall have the same priority as this Lease, including priority over any mortgage or other lien, charge or encumbrance on the title to the Premises. Such New Lease shall require the Mortgagee to perform any unfulfilled monetary obligation of Tenant under this Lease that would, at the time of the execution of the new lease, be due under this Lease if this Lease had not been terminated and to perform as soon as reasonably practicable any unfulfilled non-monetary obligation which is reasonably susceptible of being performed by such Mortgagee. Upon the execution of such New Lease, the Mortgagee shall pay any and all sums which would at the time of the execution thereof be due under this Lease but for such termination, and shall pay all expenses, including reasonable Attorneys' Fees and Costs incurred by Landlord in connection with such defaults and termination, the recovery of possession of the Premises, and the preparation, execution and delivery of such new Lease. The provisions of this Section 34.10.4 shall survive any termination of this Lease (except as otherwise expressly set out in the first sentence of Section 34.10.4), and shall constitute a separate agreement by the Landlord for the benefit of and enforceable by the Mortgagee.

34.10.4.3 Simultaneously with the execution and delivery of the New Lease, the Landlord shall confirm and acknowledge that Mortgagee has title to the Improvements for the term of the New Lease by such means as is customary or may be reasonably required by a reputable title insurance company to insure the leasehold estate created by the New Lease; provided, however, that Landlord shall have no responsibility for (A) any Permitted Title Exceptions or other matters described in Section 1.6 (subject to Landlord's obligations under Section 1.6) or (B) any other exceptions to title or title defects that affected title to the Improvements on or after the Commencement Date of this Lease except to the extent created by the actions of Landlord.

34.10.5 Nominee. Any rights of a Mortgagee under this Section 34.10 may be exercised by or through its nominee or designee (other than Tenant) which is an Affiliate of Mortgagee; provided, however, that a Mortgagee may acquire title to the Lease through a wholly owned (directly or indirectly) subsidiary of Mortgagee.

34.10.6 Subleases. Effective upon the commencement of the term of any new Lease executed pursuant to Section 36.10.4, any Sublease then in effect shall be assigned and transferred without recourse by Landlord to Mortgagee and all monies collected by or for the benefit of Landlord from the Sublessees shall be paid to Mortgagee, or at Mortgagee's option, shall offset Rent. Between the date of termination of this Lease and commencement of the term of the new Lease, Landlord shall not (1) enter into any new subleases, management agreements or agreements for the maintenance of the Premises or the supplies therefor which would be binding upon Mortgagee if Mortgagee enters into a new Lease, (2) cancel or materially modify any of the existing subleases, management agreements or agreements for the maintenance of the Premises or the supplies therefor or any other agreements affecting the Premises, or (3) accept any cancellation, termination or surrender of any of the above without the written consent of Mortgagee, which consent shall not be unreasonably withheld or delayed. Effective upon the commencement of the term of the new Lease, Landlord shall also transfer to Mortgagee, its designee or nominee (other than Tenant), without recourse, all Personal Property.

34.10.7 Limited to Permitted Mortgagees. Anything herein contained to the contrary notwithstanding, the provisions of this Section shall inure only to the benefit of Bona Fide Institutional Lenders that are the holders of the Mortgages permitted hereunder

34.10.8 Consent of Mortgagee. No material amendment, termination or cancellation of this Lease shall be effective as against a Mortgagee unless a copy of the same shall have been delivered to such Mortgagee and such Mortgagee shall have approved the material amendment, termination or cancellation in writing. No merger of this Lease and the fee estate in the Premises shall occur on account of the acquisition by the same or related parties of the leasehold estate created by this Lease and the fee estate in the Premises without the prior written consent of Mortgagee.

34.10.9 Limitation on Liability of Mortgagee. Anything contained in this Lease to the contrary notwithstanding, no Mortgagee, or its designee or nominee, shall become liable under the provisions of this Lease, unless and until such time as it becomes the owner of the leasehold estate created hereby, and then only for so long as it remains the owner of the leasehold estate and only with respect to the obligations of Mortgagee, or its designee or nominee, arising during such period of ownership. In no event will Mortgagee have personal liability under this Lease or a New Lease under Section 34.10.4 greater than Mortgagee's interest in this Lease or such New Lease under Section 34.10.4, and Landlord will have no recourse against Mortgagee's assets other than its interest herein or therein.

34.10.10 Assignment by Mortgagee. Foreclosure of any Mortgage, or any sale thereunder, whether by judicial proceedings or by virtue of any power contained in the Mortgage, or any conveyance of the leasehold estate hereunder from Tenant to any Mortgagee or its designee through, or in lieu of, foreclosure or other appropriate proceedings in the nature thereof, or any Transfer of this Lease by Mortgagee after acquisition of the leasehold estate

through foreclosure or deed in lieu thereof, shall not require the consent of Landlord or constitute a breach of any provision of or a default under this Lease, and upon such foreclosure, sale or conveyance Landlord shall recognize the Mortgagee or other transferee in connection therewith as the Tenant hereunder. The right of such transferee or the right of the transferee of such Mortgagee (but not the right of the Mortgagee) thereafter to assign or transfer this Lease or such new Lease shall be subject to the restrictions of Article 12. After acquisition of the Premises by foreclosure or transfer in lieu of foreclosure, all accrued and unpaid Rent shall be payable by such transferee as provided and subject to the limitations set forth in this Lease. In the event Mortgagee subsequently assigns or transfers its interest under this Lease after acquiring the same by foreclosure or deed in lieu of foreclosure or subsequently assigns or transfers its interest under any New Lease obtained pursuant to Section 34.10.4, and in connection with any such assignment or transfer, Mortgagee takes back a mortgage or deed of trust encumbering such leasehold interest to secure a portion of the purchase price given to Mortgagee for such assignment of transfer, then such mortgage or deed of trust shall be considered a permitted Mortgage, and Mortgagee shall be entitled to receive the benefit and enforce the provisions of this Article 34 and any other provisions of this Lease intended for the benefit of a permitted Mortgagee who holds a permitted Mortgage.

34.11 Transfer of Mortgage. Landlord hereby consents to a transfer or encumbrance by Mortgagee, absolutely or as collateral security for performance of its obligations, of its Mortgage or any interest therein, provided such transfer is to a Bona Fide Institutional Lender and otherwise satisfies the requirements of this Lease, and in the event of any such transfer the new holder or pledgee of the Mortgage shall have all the rights of its predecessor Mortgagee hereunder until such time as the Mortgage is further transferred or released from the leasehold estate.

34.12 Appointment of Receiver. In the event of any default under a Mortgage, the holder of the Mortgage shall be entitled to have a receiver appointed, irrespective of whether such Mortgagee accelerates the maturity of all indebtedness secured by its Mortgage.

ARTICLE 35. NO JOINT VENTURE

35.1 No Joint Venture. Nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between Landlord and Tenant or between Landlord and any other Person, or cause Landlord to be responsible in any way for the debts or obligations of Tenant. The subject of this Lease is a lease with neither Party acting as the agent of the other Party in any respect except as may be expressly provided for in this Lease.

ARTICLE 36. REPRESENTATIONS AND WARRANTIES

36.1 Representations and Warranties of Tenant. Tenant represents, warrants and covenants to Landlord as follows, as of the date hereof and as of the Commencement Date:

36.1.1 Valid Existence; Good Standing. Tenant is a limited liability company duly organized and validly existing under the laws of the State of California, and duly registered and authorized to conduct business in the State of California. Tenant has the requisite power and

authority to own its property and conduct its business as presently conducted. Tenant is in good standing in the State California.

36.1.2 Authority. Tenant has the requisite power and authority to execute and deliver this Lease and the agreements contemplated hereby and to carry out and perform all of the terms and covenants of this Lease and the agreements contemplated hereby to be performed by Tenant.

36.1.3 No Limitation on Ability to Perform. Neither Tenant's articles of organization or operating agreement, nor any applicable Law, prohibits Tenant's entry into this Lease or its performance hereunder. No consent, authorization or approval of, and no notice to or filing with, any governmental authority, regulatory body or other Person is required for the due execution and delivery of this Lease by Tenant and Tenant's performance hereunder, except for consents, authorizations and approvals which have already been obtained, notices which have already been given and filings which have already been made. Except as may otherwise have been disclosed to Landlord in writing, there are no undischarged judgments pending against Tenant, and Tenant has not received notice of the filing of any pending suit or proceedings against Tenant before any court, governmental agency, or arbitrator, which might materially adversely affect the enforceability of this Lease or the business, operations, assets or condition of Tenant.

36.1.4 Valid Execution. The execution and delivery of this Lease and the performance by Tenant hereunder have been duly and validly authorized. When executed and delivered by Landlord and Tenant, this Lease will be a legal, valid and binding obligation of Tenant.

36.1.5 Defaults. The execution, delivery and performance of this Lease (i) do not and will not violate or result in a violation of, contravene or conflict with, or constitute a default by Tenant under (A) any agreement, document or instrument to which Tenant is a party or by which Tenant is bound, (B) any law, statute, ordinance, or regulation applicable to Tenant or its business, or (C) the articles of organization or the operating agreement of Tenant; and (ii) do not result in the creation or imposition of any lien or other encumbrance upon the assets of Tenant, except as contemplated hereby.

36.1.6 Financial Matters. Except to the extent disclosed to Landlord in writing, (i) Tenant is not in default under, and has not received notice asserting that it is in default under, any agreement for borrowed money, (ii) Tenant has not filed a petition for relief under any chapter of the U.S. Bankruptcy Code, (iii) there has been no event that has materially adversely affected Tenant's ability to meet its Lease obligations hereunder, and (iv) to Tenant's knowledge, no involuntary petition naming Tenant as debtor has been filed under any chapter of the U.S. Bankruptcy Code.

The representations and warranties above shall survive the expiration or any earlier termination of this Lease.

36.2 Landlord Representations and Warranties. At all times during the first ten (10) Lease Years of the Term, Landlord represents and warrants that as of (and only as of) the Commencement Date:

36.2.1 Authority. Landlord has all requisite right, power and authority to lease the Premises to Tenant pursuant to this Lease. Landlord has taken all necessary or appropriate actions, steps and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of, this Lease by Landlord. This Lease is a legal, valid and binding obligation of the Landlord, enforceable against it in accordance with its terms. The representations and warranties of Landlord in the preceding sentences of this Section 36.2.1 are subject to and qualified by the effect of: (a) bankruptcy, insolvency, moratorium, reorganization and other laws relating to or affecting the enforcement of creditors' rights generally; (b) general principles of equity; and (c) the provisions and effect of AB 26. Upon Tenant's request, Landlord will give Tenant a copy of a resolution or ordinance adopted by City authorizing Landlord to enter into this Lease.

36.2.2 Leases and Contracts. To the best of Landlord's knowledge, except as set forth in Section 5.2.3 and Schedule 5.2.3 or otherwise disclosed in writing by Landlord to Tenant on or before the Commencement Date, as of the Commencement Date, there are no sale, lease, management, maintenance, service, supply, insurance or other contracts (or any amendments thereto) with any third parties that affect any portion of the Premises or its operation and that will be binding upon Tenant or the Premises after the Commencement Date.

36.2.3 Litigation; Condemnation. To the best of Landlord's knowledge, except for those matters first arising after the effective date of the LDDA and on or before the Commencement Date and disclosed in writing by Landlord to Tenant promptly upon obtaining knowledge of same, Landlord has received no written notice regarding any, and to the best of Landlord's knowledge, there are no, actions, proceedings, litigation, administrative challenges or governmental investigations or condemnation actions which are either pending or threatened against the Premises as of the Commencement Date.

36.2.4 Violation of Laws. To the best of Landlord's knowledge, except for those matters first arising after the effective date of the LDDA and on or before the Commencement Date and disclosed in writing by Landlord to Tenant promptly upon obtaining knowledge of same, Landlord has received no written notice from any government authority regarding any, and, to the best of Landlord's knowledge, there are no, violations with respect to any Laws, whether or not appearing in any public records, with respect to the Premises, which violations remain uncured as of the Commencement Date.

As used in this Section 36.2, "to the best of Landlord's knowledge" means the actual knowledge (and not imputed or constructive knowledge) of the City Administrator and/or the Owner's (City's) project manager as set forth in Section 5.2 of the Property Management Agreement, without any requirement of inquiry or investigation on their part.

36.2.5 No Liability For Tenant Action or Knowledge. Notwithstanding any provision of this Section 36.2 or any other provision of this Lease to the contrary, Landlord shall have no liability for a breach of the representations or warranties set forth in this Section 36.2

caused by or resulting from: (a) any act or omission of Tenant; or (b) any fact, circumstance or matter known by Tenant on or before the Commencement Date. As used in this Section 36.2.5, "known by Tenant" means the actual knowledge (and not imputed or constructive knowledge) of Phil Tagami and/or Mark Hansen and/or the successors to their respective positions or capacities in Tenant or in any Partner in Tenant, without any requirement of inquiry or investigation on their part.

36.2.6 Tenant's Remedy. Subject to the provisions of Section 36.2.5 and Articles 22, 23 and 24, and without limiting Tenant's remedies under Article 22, Landlord shall indemnify, defend and hold Tenant harmless from and against any Losses arising out of or related to Landlord's breach of a representation or warranty set forth in this Section 36.2.

ARTICLE 37. SPECIAL PROVISIONS

37.1 Non-Discrimination.

37.1.1 Covenant Not to Discriminate. In the performance of this Lease, Tenant covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with Tenant, in any of Tenant's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Tenant.

37.1.2 Subleases and Other Subcontracts. Tenant shall include in all Subleases and other subcontracts entered into by Tenant relating to the Premises a non-discrimination clause applicable to such Subtenant or other subcontractor in substantially the form of Section 37.1.1.

37.2 Mitigation Measures. In order to mitigate the significant environmental impacts of this Lease and operation of the Premises, Tenant agrees that the operation of the Project shall be in accordance with the CEQA Standard Conditions of Approval and Mitigation Monitoring and Reporting Program, applicable to the Project, attached to this Lease as Exhibit C to Exhibit 37.6, which are to be performed on the part of the Project sponsor ("Mitigation Measures"). As appropriate, Tenant shall incorporate such Mitigation Measures into any contract for the operation of the Improvements.

37.3 Alcohol, Firearms, Tobacco Product Advertising Prohibition. Tenant acknowledges and agrees that no advertising of alcohol, firearms, cigarettes or tobacco products shall be allowed on the Premises, except only as incidental to an allowed retail use such as advertising in markets or stores that sell such products if allowed by law. The foregoing prohibition shall include the placement of the name of a company producing, selling or distributing alcohol, firearms, cigarettes or tobacco products or the name of any alcohol, firearms, or cigarette or tobacco product in any promotion of any event or product or on any sign. The foregoing prohibition shall not apply to any advertisement sponsored by a state, local or nonprofit entity designed to communicate the health hazards of drinking, using firearms, or

using cigarettes and tobacco products or to encourage people not to drink, use firearms, or smoke or to stop smoking.

37.4 Waiver of Relocation Assistance Rights. If Tenant holds over in possession of the Premises following the expiration of this Lease under Section 31.1, Tenant shall not be entitled, during the period of any such holdover, to rights, benefits or privileges under the California Relocation Assistance Law, California Government Code Section 7260 et seq., or the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. Section 4601 et seq., or under any similar law, statute or ordinance now or hereafter in effect, except as provided in Section 10 relating to Condemnation, and Tenant hereby waives any entitlement to any such rights, benefits and privileges with respect to any such holdover period.

37.5 Campaign Contribution Limits. This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires City Council approval. The City of Oakland Campaign Reform Act prohibits developers that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either one hundred eighty (180) days after completion of, or termination of, contract negotiations.

Tenant shall sign and date an Acknowledgement of Campaign Contribution Limits Form attached hereto as Exhibit 37.5 and incorporated herein.

37.6 Community Benefits. The City and Developer have previously negotiated and agreed upon a plan of Community Benefits related to the Project and Tenant's performance of this Lease. As additional consideration for this Lease, Tenant hereby agrees to perform all of its obligations set forth in Exhibit 37.6 attached to this Lease and incorporated herein in full by this reference.

37.7 Other Requirements. Tenant shall operate and maintain the Premises in accordance with: (1) all applicable federal, state and local requirements for access for disabled persons; (2) the City's Equal Benefits Ordinance; and (3) environmental sustainability measures to the extent that such features are equivalent or lower in cost than comparable non-sustainable alternatives, when measured over their respective life-cycles.

ARTICLE 38. GENERAL

38.1 Time of Performance.

38.1.1 Expiration. All performance dates (including cure dates) expire at 5:00 p.m., Oakland, California time, on the performance or cure date.

38.1.2 Weekend or Holiday. A performance date that falls on a Saturday, Sunday or City holiday is deemed extended to 5:00 p.m. the next working day.

38.1.3 Days for Performance. All periods for performance or notices specified herein in terms of days shall be calendar days, and not Business Days, unless otherwise provided herein.

38.1.4 Time of the Essence. Time is of the essence with respect to each provision of this Lease, including, but not limited, the provisions for the payment of Rent and any other sums due hereunder, subject to the provisions of Section 16.1 relating to Force Majeure.

38.2 Interpretation of Agreement.

38.2.1 Exhibits. Whenever an "Exhibit" is referenced, it means an attachment to this Lease unless otherwise specifically identified. All such Exhibits are incorporated herein by reference.

38.2.2 Captions. Whenever a section, article or paragraph is referenced, it refers to this Lease unless otherwise specifically identified. The captions preceding the articles and sections of this Lease and in the table of contents have been inserted for convenience of reference only. Such captions shall not define or limit the scope or intent of any provision of this Lease.

38.2.3 Words of Inclusion. The use of the term "including," "such as" or words of similar import when following any general term, statement or matter shall not be construed to limit such term, statement or matter to the specific items or matters, whether or not language of non-limitation is used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter, and shall be construed as though followed immediately by the phrase "but not limited to. As used herein, (i) the singular shall include the plural (and vice versa) and the masculine or neuter gender shall include the feminine gender (and vice versa) where the context so requires; (ii) "shall," "will," "must," "agrees," and "covenants," are mandatory and "may" is permissive; and (iii) "or" is not exclusive.

38.2.4 No Presumption Against Drafter. This Lease has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each Party has been represented by experienced and knowledgeable legal counsel. Accordingly, this Lease shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Lease (including, but not limited to, California Civil Code Section 1654).

38.2.5 Fees and Costs. The Party on which any obligation is imposed in this Lease shall be solely responsible for paying all costs and expenses incurred in the performance thereof, unless the provision imposing such obligation specifically provides to the contrary.

38.2.6 Lease References. Wherever reference is made to any provision, term or matter "in this Lease," "herein," "hereof," "hereto," "hereunder" or words of similar import, the reference shall be deemed to refer to any and all provisions of this Lease reasonably related thereto in the context of such reference, unless such reference refers solely to a specific numbered or lettered, section or paragraph of this Lease or any specific subdivision thereof.

38.3 Successors and Assigns. This Lease is binding upon and will inure to the benefit of the successors and assigns of Landlord, Tenant and any Mortgagee. Where the term "Tenant," "Landlord" or "Mortgagee" is used in this Lease, it means and includes their respective

successors and permitted assigns, including, as to any Mortgagee, any transferee and any successor or assign of such transferee. Whenever this Lease specifies or implies Landlord as a Party or the holder of the right or obligation to give approvals or consents, if Landlord or a comparable public body which has succeeded to Landlord's rights and obligations no longer exists, then the City will be deemed to be the successor and assign of Landlord for purposes of this Lease.

38.4 No Third Party Beneficiaries. This Lease is for the exclusive benefit of the Parties hereto and not for the benefit of any other Person and shall not be deemed to have conferred any rights, express or implied, upon any other Person, except as provided in Article 34 with regard to Mortgagees.

38.5 Real Estate Commissions. Landlord is not liable for any real estate commissions, brokerage fees or finder's fees which may arise from this Lease. Tenant and Landlord each represents that it engaged no broker, agent or finder in connection with this transaction. In the event any broker, agent or finder makes a claim, the Party through whom such claim is made agrees to Indemnify the other Party from any Losses arising out of such claim.

38.6 Counterparts; Facsimiles. This Lease may be executed in counterparts, each of which is deemed to be an original, and all such counterparts constitute one and the same instrument. The Parties shall be entitled to rely upon facsimile copies or electronic copies of a Party's signature to this Lease and any instrument executed in connection therewith.

38.7 Entire Agreement. Except as otherwise expressly provided herein, this Lease (including the Exhibits) constitutes the entire agreement between the Parties with respect to the subject matter set forth therein, and supersedes all prior and contemporaneous negotiations or agreements between the Parties with respect to all or any part of the subject matter of the terms and conditions mentioned herein or incidental hereto. No parol evidence of any prior of other agreement shall be permitted to contradict or vary the provisions of this Lease.

38.8 Amendment. Neither this Lease nor any of the provisions hereof may be terminated, amended or modified except by a written instrument executed by the Parties.

38.9 Governing Law; Selection of Forum. This Lease is entered into in the City of Oakland, State of California, and shall be governed by, and interpreted in accordance with, the laws of the State of California, without reference to its conflict of laws provisions. As part of the consideration for Landlord's entering into this Lease, Tenant agrees that all actions or proceedings arising directly or indirectly under this Lease may, at the sole option of Landlord, be litigated in courts having situs within the City of Oakland, and Tenant hereby irrevocably consents and submits to the jurisdiction and venue of any such local, state or federal court, and consents that any service of process in such action or proceeding may be made by personal service upon Tenant wherever Tenant may then be located, or by certified or registered mail directed to Tenant at the address set forth herein for the delivery of notices.

38.10 Recordation. This Lease will not be recorded by either Party. The Parties agree to execute and record in the Official Records a Memorandum of Lease in the form attached hereto as Exhibit 38.10. Promptly upon Landlord's request following the expiration of the Term

or any other termination of this Lease, Tenant shall deliver to Landlord a duly executed and acknowledged quitclaim deed suitable for recordation in the Official Records and in form and content satisfactory to Landlord and the City Attorney, for the purpose of evidencing in the public records the termination of Tenant's interest under this Lease. Landlord may record such quitclaim deed at any time on or after the termination of this Lease, without the need for any approval or further act of Tenant.

38.11 Extensions by Landlord. Upon the request of Tenant, Landlord may, by written instrument, extend the time for Tenant's performance of any term, covenant or condition of this Lease or permit the curing of any default upon such terms and conditions as it determines appropriate, including but not limited to, the time within which Tenant must agree to such terms and/or conditions, provided, however, that any such extension or permissive curing of any particular default will not operate to release any of Tenant's obligations nor constitute a waiver of Landlord's rights with respect to any other term, covenant or condition of this Lease or any other default in, or breach of, this Lease or otherwise effect the time of the essence provisions with respect to the extended date or other dates for performance hereunder.

38.12 Further Assurances. The Parties hereto agree to execute and acknowledge such other and further documents as may be necessary or reasonably required to express the intent of the Parties or otherwise effectuate the terms of this Lease. The City Administrator of the Landlord is authorized to execute on behalf of the Landlord any closing or similar documents and any contracts, agreements, memoranda or similar documents with Tenant, State, regional and local entities or enter into any tolling agreement with any Person that are necessary or proper to achieve the purposes and objectives of this Lease, if the City Administrator determines, after consultation with the City Attorney, that the document or agreement is necessary or proper and is in the Landlord's best interests.

38.13 Attorneys' Fees. If either Party hereto fails to perform any of its respective obligations under this Lease or if any dispute arises between the Parties hereto concerning the meaning or interpretation of any provision of this Lease, then the defaulting Party or the Party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other Party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, reasonable Attorneys' Fees and Costs. Any such Attorneys' Fees and Costs incurred by either Party in enforcing a judgment in its favor under this Lease shall be recoverable separately from and in addition to any other amount included in such judgment, and such Attorneys' Fees and Costs obligation is intended to be severable from the other provisions of this Lease and to survive and not be merged into any such judgment. For purposes of this Lease, the reasonable fees of attorneys of City's Office of City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City of Oakland in law firms with approximately the same number of attorneys as employed by the City Attorney's Office.

If Tenant utilizes services of in-house counsel, then, for purposes of this Lease, the reasonable fees of such in-house counsel shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which

the in-house counsel services were rendered and practiced in the City of San Francisco and full-service law firms.

38.14 Lease Effectiveness. Notwithstanding any provision herein to the contrary, this Lease shall only become effective on the date the Parties duly execute and deliver this Lease upon Close of Escrow in accordance with the LDDA. Such date will be inserted by Landlord as the Commencement Date on the cover page and on page 1 hereof, provided, however, that Landlord's failure to insert the Commencement Date shall not invalidate this Lease. Where used in this Lease or in any of its exhibits, references to "the effective date of this Lease," "the date of this Lease," the "reference date of this Lease" or "Lease Date" will mean the Commencement Date determined as set forth above and shown on the first page hereof.

38.15 Severability; Survival. If any provision of this Lease, or its application to any Person or circumstance, is held invalid by any court, the invalidity or inapplicability of such provision shall not affect any other provision of this Lease or the application of such provision to any other Person or circumstance, and the remaining portions of this Lease shall continue in full force and effect, unless enforcement of this Lease as so modified by and in response to such invalidation would be grossly inequitable under all of the circumstances, or would frustrate the fundamental purposes of this Lease. Except as otherwise expressly set forth herein, the rights and obligations of Tenant and Landlord under this Lease shall survive any termination of the LDDA.

38.16 Cooperation in the Event of Legal Challenge. In the event of any Legal Challenge, Landlord and Tenant, at no cost to Landlord (except as otherwise provided in the Environmental Review Funding and Indemnity Agreement and in Section 36.2) and subject to Sections 13.1 and 36.2, shall cooperate and coordinate with one another in the defense against such Legal Challenge.

38.17 Incident Management, Notifications and Reports. Tenant shall immediately notify Landlord of all emergencies, and promptly notify Landlord of all material accidents and incidents occurring on or at the Premises, and of all material claims made by or against Tenant, or potential material claims that Tenant reasonably expects to make against, or to be made against it by, third parties in connection with its use and occupancy of the Premises. In addition, within thirty (30) calendar days following the end of each calendar quarter of each Lease Year, Tenant shall deliver to Landlord a quarterly report of all such occurrences, including the following details in a format specified by Landlord: (a) type of incident (e.g., bodily injury, death or property damage) and summary of each such incident; (b) classification of incident (e.g., machinery, right-of-way or other); (c) number of incidents by type and classification; (d) costs to correct incidents by type and classification; (e) claims made by Tenant and revenue received by type and classification; and (f) claims made against Tenant and losses incurred or losses claimed by type and classification.

38.18 Books and Records and Inspection.

38.18.1 Books and Records Tenant shall keep all Tenant's Books and Records according to GAAP. Tenant shall maintain a separate set of accounts, including bank accounts limited to the Premises, to allow a determination of expenses incurred and revenues generated

directly from the Premises. If Tenant operates all or any portion of the Premises through a Subtenant or Agent, Tenant shall cause such Subtenant or Agent to adhere to the foregoing requirements regarding books, records, accounting principles and the like.

38.18.2 Inspection. Tenant agrees to make all of Tenant's Books and Records available to Landlord, or to any Landlord or City auditor, or to any auditor or representative designated by Landlord (hereinafter collectively referred to as "Landlord's Representative"), for the purpose of examining Tenant's Books and Records, to the extent necessary to determine the accuracy of Tenant's reports, statements and accounting under this Lease (collectively, "Tenant's Accounting"), for a period of three (3) years after such Tenant Accounting was delivered to Landlord. If Landlord wishes to audit Tenant's Books and Records, Landlord shall give Tenant thirty (30) days' written notice of its intention to audit. Landlord shall complete its audit as soon as reasonably possible. Tenant shall cooperate with Landlord's Representative during the course of any audit. Any audit by Landlord shall be at Landlord's own expense, except as hereinafter provided. Tenant shall keep such Books and Records for seven (7) years and maintain them and/or make them available in Oakland to Landlord's Representative. All Tenant's Accounting provided by Tenant to Landlord hereunder shall be deemed conclusively approved by Landlord after the expiration of the three (3)-year period following delivery of Tenant's Accounting, unless an audit is made within said three (3)-year period and Landlord claims that errors or omissions have occurred. In such event, Tenant shall retain the Books and Records and make them available until those matters are resolved. If Tenant operates the Premises through a Subtenant or Agent, Tenant shall require such Subtenant or Agent to provide Landlord with the foregoing audit right with respect to the books and records of such Subtenant or Agent. If any such audit reveals that Tenant has misstated any amount shown in any Tenant's Accounting, and such misstatement has resulted in any underpayment of Rent by Tenant, Tenant shall pay Landlord, promptly upon demand, the difference between the amount Tenant has paid and the amount it should have paid to Landlord and as further subject to interest as set forth in Section 2.5. In addition, if such misstatement results in an underpayment of Rent in any audit period of three percent (3%) or more, Tenant shall pay the cost of the audit. At Landlord's option, any overpayments revealed by an audit may be either refunded to Tenant, applied to any other amounts then due and unpaid, or applied to Base Rent due subsequent to the audit.

38.19 Public Disclosure. Tenant acknowledges that under the California Public Records Act and the City's Sunshine Ordinance both as they may be amended or modified, or any similar public records disclosure law hereinafter enacted that by its terms applies to this Agreement (collectively, the "Disclosure Laws"), all Tenant's Books and Records and documents maintained by Tenant (or maintained for Tenant by Tenant's Agents) relating to the operation of the Premises and delivered or required to be delivered by Tenant to Landlord may be considered public records and, to the extent required by the Disclosure Laws, will be made available to the public upon request. Landlord shall not in any way be liable or responsible for the disclosure of any such information, books or records or portions thereof if the disclosure is made pursuant to a request under the Disclosure Laws. Without limiting the preceding provision of this Section 38.19, upon Landlord's receipt of a written request from a third party pursuant to the Disclosure Laws for such disclosure of financial information pertaining to any Sublease, Landlord shall endeavor to provide to Tenant notice of such request and nothing herein shall be deemed to prohibit or restrict Tenant from seeking, at its sole cost, a protective order from any court of competent jurisdiction with respect to such information; provided, however, that Landlord shall

have no liability whatsoever to Tenant for any failure to provide such notice to Tenant, and provided further that Tenant shall Indemnify Landlord for any costs and expenses, including Attorneys' Fees and Costs, incurred by Landlord in connection with any administrative or court proceedings related to the seeking, implementation or enforcement of any such protective order.

38.20 Dispute Disclosure. Developer, Developer Affiliates, and Subtenants are required to disclose pending disputes with City when they are involved in submitting bids, proposals or applications for a City contract or transaction involving professional services. This includes contract amendments. Developer agrees (and shall require its Affiliates and Subtenants to agree) to disclose, and has disclosed, any and all pending disputes to City prior to execution of this Lease. City will provide a form for such disclosure upon Developer's or its Affiliate's or Subtenant's request. Failure to disclose pending disputes prior to execution of the contract or contract amendment shall be a basis for termination of the contract or contract amendment.

ARTICLE 39. RIGHT OF FIRST REFUSAL

39.1 Grant of Right. In the event: (i) Landlord is compelled by applicable Law to sell or transfer to a third party Landlord's title to all or any portion of the Premises (the "Offered Interest"); (ii) Landlord receives and intends to accept a bona fide offer from such a third party to purchase or acquire the Offered Interest (the "Offer"); and (iii) applicable Law does not prohibit or prevent the implementation of this Article 39, then Tenant shall have a one-time right of first refusal to meet the Offer and purchase the Offered Interest pursuant to the provisions of this Article 39. Landlord shall promptly provide written notice of the Offer to Tenant ("Landlord's Notice"), which shall include a true and complete copy of the Offer. Tenant shall have forty-five (45) days after receipt of Landlord's Notice in which to provide written notice to Landlord of Tenant's election to purchase the Offered Interest ("Tenant's Notice"). If Tenant provides Tenant's Notice within such forty-five (45)-day period, Landlord and Tenant shall proceed with the purchase and sale of the Offered Interest pursuant to the provisions hereof at the same purchase price and upon substantially the same other terms and conditions of the Offer, as may be amended by agreement of Landlord and Tenant. Notwithstanding any provision to the contrary in the Offer, the closing date for Tenant's purchase of the Offered Interest shall not be sooner than forty-five (45) days after the date of Tenant's Notice. Unless otherwise agreed in writing by the Parties, the purchase by Tenant of an Offered Interest hereunder, and the ownership, use and occupancy of the Premises thereafter, shall be and remain subject to the provisions of this Lease. If Tenant does not provide Tenant's Notice within the forty-five (45)-day period as provided above, Landlord may sell the Offered Interest to such third party in accordance with the terms and conditions of the Offer, free and clear of Tenant's right of first refusal hereunder. If the Offered Interest sold at any time during the Term by Landlord to Tenant or to a third party includes less than the entire Premises, Tenant's one-time right of first refusal hereunder shall remain effective as to the remaining unsold portion of in the Premises. Tenant's right of first refusal hereunder shall expire on the expiration or termination of the Term. Tenant shall not be entitled to record any lis pendens with respect to, or in connection, with its right of first refusal or any other rights of Tenant under this Lease or in connection with any dispute regarding any such rights.

ARTICLE 40. DEFINITION OF CERTAIN TERMS

For purposes of this Lease, initially capitalized terms shall have the meanings ascribed to them below in this Section.

AB 26 means the provisions of California Assembly Bill 26 adopted into law June 28, 2011, and any successor or supplemental statute thereto, as may be amended from time to time.

Additional Casualty Cash as defined in Section 9.4.4.

Additional Construction means the construction, installation, reconstruction, replacement, addition, expansion, Restoration, alteration or modification of any Additional Improvements.

Additional Improvements means any and all buildings, structures, fixtures, and other improvements, including but not limited to any work of improvement as defined in California Civil Code Section 3106, constructed, installed, erected, built, placed or performed (or to be so done) upon or within the Premises at any time during the Term by or on behalf of Tenant in accordance with this Lease, excluding the Initial Improvements.

Additional Rent means any and all sums, other than Base Rent, that may become due or be payable by Tenant at any time pursuant to this Lease.

Additional Restoration Cash as defined in Section 10.9.3.

Affiliate means any Person directly or indirectly Controlling, Controlled by or under Common Control with another Person.

Agency means the former Redevelopment Agency of the City of Oakland.

Agents means, when used with reference to either Party to this Lease, the members, officers, directors, commissioners, employees, agents and contractors of such Party, and their respective heirs, legal representatives, successors and assigns.

AMS Site means the 17.04± acre site specified as the "AMS Site" on the Site Plan.

Ancillary Uses as defined in Exhibit 3.1 attached to this Lease.

Anniversary Date means each anniversary of the start of a Lease Year (starting with the Commencement Date) or, for purposes of Section 2.2.1.2, each anniversary of the start of a Lease Year or a Pre-Lease Year, as applicable.

Approved Exceptions as defined in Section 1.1.2.

Army means the U.S. Department of the Army.

Army EDC Deed as defined in Section 15.1.3.

Attorneys' Fees and Costs means reasonable attorneys' fees (including fees from attorneys in the Office of the City Attorney of Oakland), costs, expenses and disbursements, including, but not limited to, expert witness fees and costs, travel time and associated costs, transcript preparation fees and costs, document copying, exhibit preparation, courier, postage,

facsimile, long-distance and communications expenses, court costs and other reasonable costs and fees associated with any other legal, administrative or alternative dispute resolution proceeding, including such fees and costs associated with execution upon any judgment or order, and costs on appeal.

Base Rent as defined in Section 2.2.1.

Billboard Agreement means that certain Billboard Franchise and Lease Agreement, dated _____, 2012, between City and Developer, regarding the installation and use of advertising billboards on or adjacent to the Premises.

Bona Fide Institutional Lender means any one or more of the following, whether acting in its own interest and capacity or in a fiduciary capacity for one or more Persons none of which need be Bona Fide Institutional Lenders and who is not an Affiliate of Tenant: (i) a savings bank, a savings and loan association, a commercial bank or trust company or branch thereof, an insurance company, a governmental agency, a real estate investment trust, a religious, educational or charitable institution, an employees' welfare, benefit, pension or retirement fund or system, an investment banking, merchant banking or brokerage firm, or any other Person or group of Persons which, at the time of a Mortgage is recorded in favor of such Person or Persons, has (or is Specially Controlled by a Person having) assets of at least Five Hundred Million Dollars ($500,000,000) in the aggregate (or the equivalent in foreign currency), as Indexed, and in the case of any Person or group of Persons none of whom is a savings bank, a savings and loan association, a commercial bank or trust company, an insurance company, a governmental agency, or a real estate investment trust, is regularly engaged in the financial services business, or (ii) any special account, managed fund, department, agency or Special Affiliate of any of the foregoing, or (iii) any person acting in a fiduciary capacity for any of the foregoing. For purposes hereof: (1) acting in a "fiduciary capacity" shall be deemed to include acting as a trustee, agent, or in a similar capacity under a mortgage, loan agreement, indenture or other loan document; (2) a lender, even if not a Bona Fide Institutional Lender, shall be deemed to be a Bona Fide Institutional Lender if promptly after such loan is consummated the note(s) or other evidence of indebtedness or the collateral securing the same are assigned to one or more persons then qualifying as a Bona Fide Institutional Lender; (3) "Special Affiliate" means any Person directly or indirectly Specially Controlling, Specially Controlled by, or under common Special Control, through one or more other persons, with the person in question; and (4) "Special Control" means the power to direct the affairs or management of another Person, whether by contract, operation of Law or otherwise (and Specially Controlling and Specially Controlled shall have correlative meanings).

Business Day means any day that is neither a Saturday, a Sunday, nor a day observed as a holiday by either the City or the State of California or the United States government.

Caltrans means the California Department of Transportation.

Casualty Date as defined in Section 9.1.1.

Casualty Event as defined in Section 9.1.2.

Casualty Notice as defined in Section 9.6.1.

Casualty Restoration Cost as defined in Section 9.1.3.

Casualty Restoration Funds as defined in Section 9.4.4.

CC&Rs as defined in Section 12.7.

Central Gateway means the 42.5± acres of real property, comprising a portion of the former Oakland Army Base and located adjacent to the West Gateway, commonly referred to as the Central Gateway and depicted as such on the Site Plan in Exhibit 1.1.1-B attached to this Lease.

[IN EAST GATEWAY LEASE, ADD FOLLOWING: Central Gateway Lease means a written ground lease between City, as landlord, and Developer or Developer Affiliate, as tenant, covering all or a portion of the Central Gateway, pursuant to the LDDA.]

CERCLA as defined in Section 15.1.3.

Certificate of Completion means a certificate of occupancy or equivalent certificate of completion issued by City with respect to the Completion of Initial Improvements.

City means the City of Oakland, a municipal corporation.

City Administrator means the City Administrator of City or his or her designee.

City Council means the City Council of City.

City/Port ARMOA as defined in Section 15.1.3.1.

Commenced Construction or Commence or Commenced means, with respect to any and all Improvements on all or any portion of the Premises, that a building permit has been obtained for such Improvements, a foundation (slab or other type) has been installed and such Improvements are subject to active and on-going construction.

Commencement Date as defined in Section 1.2, subject to the provisions of Section 38.14.

Community Benefits or Community Benefits Program means those benefits to the community required to be provided by Developer and the Project with respect to this Lease pursuant to City's community jobs policy, Mitigation Measures and other City policies and programs, as set forth in (or attached to) Exhibit 37.6 attached to this Lease.

Completion means, with respect to any and all Improvements or Restoration on all or any portion of the Premises, the completion of construction and installation of such Improvements or Restoration in accordance with the terms of this Lease. The fact of such Completion shall be conclusively evidenced by the issuance by City of a certificate of occupancy or equivalent certificate of completion with respect to such Improvements or Restoration. "Complete," "Completed" and "Completed Construction" shall have the same meaning as Completion.

Completion Date means the date of Completion of Initial Improvements.

Completion Guaranty means the Guaranty of Completion of Initial Improvements to be given to Landlord by Prologis, L.P. (or such other Prologis Entity acceptable to Landlord in Landlord's sole and absolute discretion) to guaranty completion of the Initial Improvements, in accordance with the form attached as Exhibit 6.2.6.4 to this Lease and otherwise in form and substance acceptable to Landlord.

Condemnation as defined in Section 10.1.2.

Condemnation Date as defined in Section 10.1.3.

Condemned Land Value as defined in Section 10.8.3.

Condemnation Restoration Cost as defined in Section 10.1.4.

Condemnation Restoration Funds as defined in Section 10.9.3.

Condemning Authority as defined in Section 10.1.6.

Conditional Uses as defined in Exhibit 3.1 attached to this Lease.

Consent Agreement as defined in Section 15.1.3.

Construction Bonds as defined in Section 6.2.6.5.

Construction Documents as defined in Section 6.2.1.

Construction Permits as defined in Section 6.2.4.

Control means: (1) the ownership (direct or indirect) by one Person of more than fifty percent (50%) of the profits, capital, or equity interest of another Person; or (2) the power to direct the affairs or management of another Person, whether by contract, other governing documents or operation of Law or otherwise, and Controlled and Controlling have correlative meanings. Common Control means that two Persons are both Controlled by the same other Person.

CPI means the Consumer Price Index for All Urban Consumers, All Items for the San Francisco-Oakland-San Jose CMSA (Base year 1982-84 = 100) published by the United States Department of Labor, Bureau of Labor Statistics. If the Bureau of Labor Statistics substantially revises the manner in which the CPI is determined, an adjustment shall be made in the revised CPI which would produce results equivalent, as nearly as possible, to those which would be obtained hereunder if the CPI were not so revised. If the 1982-84 average shall no longer be used as an index of 100, such change shall constitute a substantial revision. If the CPI becomes unavailable to the public because publication is discontinued, or otherwise, Landlord shall substitute therefor a comparable index based upon changes in the cost of living or purchasing power of the consumer dollar published by a governmental agency, major bank, other financial institution, university or recognized financial publisher.

Default Rate as defined in Section 2.5.

Depositary means a savings bank, a savings and loan association or a commercial bank or trust company which would qualify as a Bona Fide Institutional Lender, designated by Tenant and approved by Landlord to serve as depositary pursuant to this Lease, provided that such Depositary shall have an office, branch, agency or representative located in the State of California.

Developer as defined in the first paragraph of this Lease, and its permitted successors and assigns under this Lease. "Developer" is synonymous with "Tenant."

Development Agreement means a development agreement with respect to all or any portion of the Project as may be finally approved by City at any time pursuant to California Government Code Sections 65864 et seq. and applicable provisions of City's Municipal Code or ordinances pertaining to development agreements and executed by City and Developer, and as may be amended from time to time during the Term in accordance with the provisions thereof.

Disabled Access Laws means all Laws related to access for persons with disabilities including, without limitation, the Americans with Disabilities Act, 42 U.S.C.S. Section 12101 et seq. and disabled access laws under the Landlord's building code.

Disclosure Law as defined in Section 38.19.

DTSC means the Department of Toxic Substances Control, a state agency.

East Gateway means the 30.33± acres of real property, comprising a portion of the former Oakland Army Base and located adjacent to the Central Gateway, commonly referred to as the East Gateway and depicted as such on the Site Plan in Exhibit 1.1.1-B attached to this Lease.

[IN CENTRAL GATEWAY LEASE, ADD FOLLOWING: East Gateway Lease means a written ground lease between City, as landlord, and Developer or Developer Affiliate, as tenant, covering all or a portion of the East Gateway, pursuant to the LDDA.]

EBMUD MOA means that certain Memorandum of Agreement, dated July 19, 2012, by and among City, East Bay Municipal Utility District and CCIG Oakland Global, LLC, pertaining to, among other things, various roadway and rail line improvements in the North Gateway.]

EDC MOA as defined in Section 15.1.3.

EDC Property as defined in Section 15.1.3.

Encumbrance means any mortgage, deed of trust, claim, levy, lien, judgment, execution, pledge, charge, security interest, restriction, covenant, condition, reservation, rights of way, liens, encumbrances, certificate of pending litigation, judgment or certificate of any court, and other matters of any nature whatsoever, whether arising by operation of Law or otherwise created, affecting the Premises.

Environmental Insurance Policy as defined in Section 15.1.3.

Environmental Review Funding and Indemnity Agreement means that certain Oakland Army Base Environmental Review Funding and Indemnity Agreement, dated _____, 2012, by and between City, Prologis, L.P. **[OR OTHER PROLOGIS ENTITY, AS APPLICABLE]** and CCIG Oakland Global, LLC **[OR ITS AFFILIATE, AS APPLICABLE]**, as may be amended in accordance therewith.

ESCA as defined in Section 15.1.3.

Event of Default as defined in Section 18.1.

Exhibit as defined in Section 38.2.1.

Existing Improvements mean any and all grading, infrastructure and other improvements existing upon the Property as of the Commencement Date.

Fair Market Rent as defined in Section 2.2.2.2.

Fair Market Value as defined in Section 2.2.2.2.

Final Construction Documents means plans and specifications sufficient for the processing of an application for a building permit in accordance with applicable Laws.

First Adjusted Base Rent as defined in Section 2.2.1.2.

5-Year Period as defined in Section 2.2.1.3.

Floor Area Ratio or FAR means the product of the following calculation: (A) the square footage of the covered area on all floors of all Initial Improvements located on the Premises divided by (B) the square footage of the area of the Premises that has been improved with Initial Improvements (including building, parking lots, landscaping and other improvements).

FMR Adjusted Base Rent as defined in Section 2.2.2.1.

FMR Adjustment Date as defined in Section 2.2.2.1.

FMR Determination Initiation Date as defined in Section 2.2.2.3.

Force Majeure means events which result in delays in a Party's performance of its obligations hereunder due to causes beyond such Party's control, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, earthquakes, tidal waves, terrorist acts, strikes, freight embargoes, delays of subcontractors and unusually severe weather and, in the case of Tenant, any delay resulting from a defect in Landlord's title to the Premises other than a Permitted Exception. Force Majeure does not include failure to obtain financing or have adequate funds. The delay caused by Force Majeure includes not only the period of time during which performance of an act is hindered, but also such additional time thereafter as may reasonably be required to complete performance of the hindered act.

Foreclosure means a foreclosure of a Mortgage or other proceedings in the nature of foreclosure (whether conducted pursuant to court order or pursuant to a power of sale contained in the Mortgage), deed or voluntary assignment or other conveyance in lieu thereof.

Foreclosure Period as defined in Section 35.10.2.

FOSET as defined in Section 15.1.3.

Fourth Milestone Date as defined in Section 6.1.1.4.

Fourth Threshold Amount as defined in Section 6.1.1.4.

GAAP means generally accepted accounting principles consistently applied.

Gross Building Area means the total floor areas of the buildings on the Premises, including basements, mezzanines, and penthouses included within the principal outside faces of the exterior walls and excluding architectural setbacks or projections and unenclosed areas.

Handle when used with reference to Hazardous Materials means to use, generate, manufacture, process, produce, package, treat, transport, store, emit, discharge or dispose of any Hazardous Material ("Handling" will have a correlative meaning).

Hazardous Material means any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" under CERCLA or under Section 25281 or Section 25316 of the California Health & Safety Code; any "hazardous waste" as defined in Section 25117 or listed under Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of a structure, or are naturally occurring substances on, in or about the Premises and petroleum, including crude oil or any fraction, and natural gas or natural gas liquids.

Hazardous Material Claims means any and all enforcement, Investigation, Remediation or other governmental or regulatory actions, agreements or orders threatened, instituted or completed under any Hazardous Material Laws, together with any and all Losses made or threatened by any third party against City or the Premises relating to damage, contribution, cost recovery compensation, loss or injury resulting from the presence, release or discharge of any Hazardous Materials, including, without limitation, Losses based in common law. Hazardous Material Claims include, without limitation, Remediation costs, fines, natural resource damages, damages for decrease in value of the Premises or any structures or other Improvements, the loss or restriction of the use of all or any portion of the Premises, and attorneys' fees and consultants' fees and experts' fees and costs.

Hazardous Material Laws means any present or future federal, state or local Laws relating to Hazardous Material (including, without limitation, its Handling, transportation or Release) or to human health and safety, industrial hygiene or environmental conditions in, on,

under or about the Premises, including, without limitation, soil, air, air quality, water, water quality and groundwater conditions.

Impositions means all taxes, assessments, liens, levies, charges, fees, or expenses of every description, levied, assessed, confirmed or imposed on or with respect to the Premises, any of the Improvements or Personal Property located on or within the Premises, this Lease, Tenant's leasehold estate, any Sublease, any subleasehold estate, any Transfer, or any use or occupancy of the Premises hereunder. Impositions shall include all such taxes, assessments (including but not limited to any taxes or assessments for a Special District encompassing all or any portion of the Premises), liens, levies, charges, fees, or expenses, whether general or special, ordinary or extraordinary, foreseen or unforeseen, or hereinafter levied, assessed, confirmed or imposed in lieu of or in substitution of any of the foregoing of every character. For purposes of this definition, "Special District" means any community facilities district formed pursuant to the Mello-Roos Community Facilities Act of 1982 (California Government Code Sections 53311 et seq.) or otherwise, special assessment district, facilities assessment district, landscaping and lighting district, and any other infrastructure financing or infrastructure maintenance financing district or device established at any time upon the approval of City with respect to all or any portion of the Project.

Improved Premises as defined in Section 6.1.5.

Improvements means, collectively, the Initial Improvements and Additional Improvements.

Indemnified Parties means Landlord, City, including, but not limited to, all of their boards, commissions, departments, agencies and other subdivisions, including, without limitation; all of the Agents of Landlord or City, and all of their respective heirs, legal representatives, successors and assigns, and each of them.

Indemnify means defend, indemnify, protect and hold harmless.

Indexed means the product of the number to be Indexed multiplied by the percentage increase, if any, in the CPI from the first day of the month in which the Commencement Date, or such other date specified in this Lease as the start of a particular period, occurred to the first day of the most recent month for which the CPI is available at any given time.

Initial Base Rent as defined in Section 2.2.1.1.

Initial Improvements means the site and vertical improvements to the Property as set forth in the Scope of Development on Exhibit 3.1 to this Lease, to be constructed and installed by or on behalf of Tenant in accordance with this Lease.

Initial Improvements Construction Contract means one or more contracts entered into between Developer and one or more contractors for the construction and installation of the Initial Improvements in accordance with this Lease.

Initial Milestone Date as defined in Section 6.1.1.1.

Initial Threshold Amount as defined in Section 6.1.1.1.

Investigate or Investigation when used with reference to Hazardous Material means any activity undertaken to determine the nature and extent of Hazardous Material that may be located in, on, under or about the Premises, any Improvements or any portion of the site or the Improvements or which have been, are being, or threaten to be Released into the environment. Investigation shall include, without limitation, preparation of site history reports and sampling and analysis of environmental conditions in, on, under or about the Premises or any Improvements.

Investor as defined in Section 18.3.

Invitees when used with respect to Tenant means the customers, patrons, invitees, guests, members, licensees, assignees and subtenants of Tenant and the customers, patrons, invitees, guests, members, licensees, assignees and sub-tenants of subtenants.

Landlord means the City of Oakland.

Landlord Representative as defined in Section 38.18.2.

Landlord's Notice as defined in Article 39.

Late Charge as defined in Section 2.6.

Late-Term Casualty as defined in Section 9.1.4.

Law or Laws means any one or more present and future laws, ordinances, rules, regulations, permits, authorizations, orders, judgments, and requirements, to the extent applicable to the Parties or to the Premises or any portion thereof, including, without limitation, Hazardous Materials Laws, environmental mitigation measures, and Community Benefits Program, whether or not in the present contemplation of the Parties, including, without limitation, all consents or approvals (including Regulatory Approvals) required to be obtained from, and all rules and regulations of, and all building and zoning laws of, all federal, state, regional, county and municipal governments, the departments, bureaus, agencies, courts or commissions thereof, authorities, boards of officers, any national or local board of fire underwriters, or any other body or bodies exercising similar functions, having or acquiring jurisdiction of, or which may affect or be applicable to, the Premises or any part thereof, including, without limitation, any subsurface area, the use thereof and of the buildings and Improvements thereon.

LDDA as defined in Recital C.

Leasable Square Feet means those portions of the Premises designed for occupancy and exclusive use of Tenant and its Subtenants, including storage areas, that produces rental income, and expressly excluding stairs, escalators, elevator shafts, flues, pipe shafts, vertical ducts, balconies, mechanical rooms, public access areas, and other areas set aside for the provision of facilities or services to the floor or building where such facilities are not for the exclusive use of occupiers of the floor or building.

Lease means this Ground Lease, as it may be amended from time to time in accordance herewith.

Lease Date as defined in Section 38.14.

Leasehold Estate means Tenant's leasehold estate created by this Lease.

Lease Year means a period of twelve (12) consecutive months during the Term, commencing on the Commencement Date and continuing for each twelve (12) consecutive calendar months thereafter.

Legal Challenge means any action or proceeding before any court, tribunal, arbitration or other judicial, adjudicative or legislation-making body, including any administrative appeal, brought by a third party, who is not an Affiliate or related to Developer, which (i) seeks to challenge the validity of any action taken by City in connection with the Project, including City's approval, execution and delivery of this Lease, and its performance of any action required or permitted to be performed by City hereunder, including any challenge under the California Environmental Quality Act (CEQA), or any findings upon which any of the foregoing are predicated, or (ii) seeks to challenge the validity of any other Regulatory Approval.

Letter of Credit means a letter of credit issued by a Bona Fide Institutional Lender for or on behalf of Tenant and in favor of Landlord to secure any or all obligations of Tenant to Landlord under this Lease, in each instance in such amount, form and substance satisfactory to Landlord.

Loss or Losses when used with reference to any Indemnity means any and all claims, demands, losses, liabilities, damages (including foreseeable and unforeseeable consequential damages), liens, obligations, interest, injuries, penalties, fines, lawsuits and other proceedings, judgments and awards and costs and expenses, (including, without limitation, reasonable Attorneys' Fees and Costs and consultants' fees and costs) of whatever kind or nature, known or unknown, contingent or otherwise.

Major Damage or Destruction as defined in Section 9.1.5.

Master Plan means that certain Oakland Army Base Master Plan Design Set, dated April 2, 2012, prepared by Architectural Dimensions Master Design Team, approved by City on _____ by _____, and as may be amended from time to time during the Term in accordance with the provisions thereof.

Memorandum of Lease means the Memorandum of this Lease, between Landlord and Tenant, recorded in the Official Records.

Milestone Dates means, collectively, the Initial Milestone Date, Second Milestone Date, Third Milestone Date and Fourth Milestone Date.

Minimum Condition as defined in Section 30.1.4.

Minimum Project as defined in Section 6.1.

Minimum Project Liquidated Damages as defined in Section 6.2.6.6.

Minimum Project Liquidated Damages Guaranty means the Minimum Project Liquidated Damages Guaranty to be given to Landlord by Prologis, L.P. (or such other Prologis Entity acceptable to Landlord in Landlord's sole and absolute discretion) to guaranty payment of the Minimum Project Liquidated Damages, in accordance with the form attached as Exhibit 6.2.6.6 to this Lease and otherwise in form and substance acceptable to Landlord.

Minor Alterations as defined in Section 6.4.

Mitigation Measures as defined in Section 37.2.

Mortgage means a mortgage, deed of trust, assignment of rents, fixture filing, security agreement or similar security instrument or assignment of Tenant's leasehold interest under this Lease that is recorded in the Official Records.

Mortgagee means the holder or holders of a Mortgage and, if the Mortgage is held by or for the benefit of a trustee, agent or representative of one or more financial institutions, the financial institutions on whose behalf the Mortgage is being held. Multiple financial institutions participating in a single financing secured by a single Mortgage shall be deemed a single Mortgagee for purposes of this Lease.

Mortgagee Cure Period as defined in Section 34.10.1.

Negotiation Period as defined in Section 2.2.2.3.

Net Awards and Payments as defined in Section 10.11.

New First 4 YRS CPI as defined in Section 2.2.1.3.

New 5 YRS CPI as defined in Section 2.2.1.3.

New Lease as defined in Section 34.10.3.4.

New O/L/D CPI as defined in Section 2.2.1.2.

New 10 YRS CPI as defined in Section 2.2.1.2.

Non-Affiliate means any Person who is not an Affiliate of another Person.

Non-Affiliate Mortgage means a Mortgage that is held by a Non-Affiliate Mortgagee.

Non-Affiliate Mortgagee means the holder of a Mortgage, which holder (A) is not an Affiliate of Tenant, or (B) is a Bona Fide Institutional Lender.

Non-Affiliate Transferee means any transferee of a transfer that is not (i) an Affiliate of Tenant, (ii) a Partner in Tenant, or (iii) an Affiliate of a Partner in Tenant.

Non-Disturbance Agreements as defined in Section 12.5.1.

North Gateway means the 22.09± acres of real property, comprising a portion of the former Oakland Army Base and located in the vicinity of the West Gateway, commonly referred to as the North Gateway and depicted as such on the Site Plan in Exhibit 1.1.1-B attached to this Lease.

OBRA means the Oakland Base Reuse Authority.

Offer as defined in Article 39.

Offered Interest as defined in Article 39.

Official Records means, with respect to the recordation of Mortgages and other documents and instruments, the Official Records of the County of Alameda.

ORA means the former Redevelopment Agency of the City of Oakland.

ORSA as defined in Recital E.

Other Gateway Improvements as defined in Section 6.1.

Other Gateway Lease as defined in Section 6.1.

Other Gateway Milestone Dates as defined in Section 6.1.2.

Other Gateway Threshold Amounts as defined in Section 6.1.2.

Outside Lease Date means January 1, 2016.

Partial Condemnation as defined in Section 10.1.7.

Partial Termination as defined in Section 6.1.5.1.

Partial Transferred Premises means all or any portion of the Premises subsumed within any Partial Transfer allowed or permitted pursuant to Article 12.

Party or Parties as defined in the first paragraph of this Lease.

Partner in Tenant means (i) if Tenant is a limited liability company, any member in such limited liability company; (ii) if Tenant is a partnership, any partner in such partnership; (iii) if Tenant is a corporation, any shareholder in such corporation; and (iv) if Tenant is any other entity, any Person holding any equity or voting interest in such other entity.

Permitted Title Exceptions as defined in Section 1.1.2.

Permitted Transfers as defined in Section 12.3.

Permitted Uses as defined in Section 3.1.

Person means any individual, partnership, corporation (including, but not limited to, any business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture or any other entity or association, the United States, or a federal, state or political subdivision thereof.

Personal Property means all fixtures, furniture, furnishings, equipment, machinery, supplies, software and other tangible personal property that is incident to the ownership, development or operation of the Improvements and/or the Premises, whether now or hereafter located in, upon or about the Premises, belonging to Tenant and/or in which Tenant has or may hereafter acquire an ownership interest, together with all present and future attachments, accessions, replacements, substitutions and additions thereto or therefor.

Phase as defined in Recital C.

Port means the Port of Oakland.

Pre-FMR Adjustment Base Rent as defined in Section 2.2.2.1.

Pre-Lease Year means, in the event that the Commencement Date of this Lease is after the Outside Lease Date, each twelve (12)-month period (or part thereof) between the Outside Lease Year and the Commencement Date.

Premises as defined in Section 1.1.

Project as defined in Recital C.

Prologis Entity means Prologis, L.P. or any entity in Control of, Controlled by or under Common Control with Prologis, L.P. (excluding Tenant or any other Affiliate of Tenant) or any investment fund established and Controlled by any of the foregoing.

Prologis, Inc. means Prologis, Inc., a Maryland corporation qualified to transact business in California.

Prologis, L.P. means Prologis, L.P., a Delaware limited partnership qualified to transact business in California, of which Prologis, Inc. is the general partner.

Property as defined in Section 1.1.

Property Management Agreement means that certain Property Management Agreement, dated _____, 2012, between City, ORSA and California Capital & Investment Group, Inc.

Proposed Transfer as defined in Section 12.1.1.

Proposed Transfer Request as defined in Section 12.1.1.

Proposed Transfer Response as defined in Section 12.1.1.

Public Improvements means the Public Improvements to be constructed pursuant to the LDDA and described in Exhibit 40 attached to this Lease.

PUD means a planned unit development with respect to all or any portion of the Project as may be finally approved by City at any time pursuant to applicable provisions of City's Municipal Code or ordinances pertaining to planned unit developments, and as may be amended from time to time during the Term in accordance with the provisions thereof.

Railroad Crossings means the railroad crossing improvements constructed as part of the Public Improvements (and to be connected to the Railroad Improvements) and located within the portions of the public streets commonly known as Wake Avenue and West Burma Road and more particularly described and depicted in Exhibit 1.5.1 attached to this Lease.

Railroad R/O/W Property means the 8.44± acres of real property, comprising a portion of the West Gateway and depicted as such on the Site Plan in Exhibit 1.1.1-B attached to this Lease.

Rail Service Agreement means that certain Rail Service Agreement among City, Port and _____, dated _____, 20____.

RAP as defined in Section 15.1.3.

RAP/RMP as defined in Section 15.1.3.

RAP Sites as defined in Section 15.1.3.2.

Refinancing as defined in Section 34.14.1.

Regulatory Approval means any authorization, approval or permit required or granted by any governmental agency having jurisdiction over the Premises, including, but not limited to, the City, BCDC, the RWQCB, DTSC, or Alameda County Department of Public Health.

Regulatory Reopener means any additional Remediation required in writing at a formerly closed site by any Regulatory Agency due to reevaluation by any Regulatory Agency of the applied Remediation strategy or any change in law or regulation related to the Remediation standards, including any a change in remediation standards or risk screening levels. If there are additional requirements from the Regulatory Agency as a result of subsurface activities at a closed site, such requirements are subject to the RMP and shall not be deemed a Regulatory Reopener.

Release when used with respect to Hazardous Material means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside any Existing Improvements or any Improvements constructed under this Lease or the LDDA by or on behalf of Tenant, or in, on, under or about the Premises or any portion thereof.

Remaining Term as defined in Section 2.2.1.3.

Remaining Term Base Rent as defined in Section 2.2.1.3.

Remediate or Remediation when used with reference to Hazardous Materials means any activities undertaken to clean up, remove, transport, dispose, contain, treat, stabilize, monitor or otherwise control Hazardous Materials located in, on, under or about the Premises or which have been, are being, or threaten to be Released into the environment. Remediation includes, without limitation, those actions included within the definition of "remedy" or "remedial action" in California Health and Safety Code Section 25322 and "remove" or "removal" in California Health and Safety Code Section 25323.

Remediation Fund as defined in Section 15.1.3.

Rent means, collectively, Base Rent and Additional Rent. For purposes of this Lease, Rent includes all unpaid sums that are payable as Rent, but that are unpaid when earned and/or accrue for payment at a later time in accordance with the provisions of this Lease.

Resource Agencies as defined in Section 15.1.3.2.

Restoration means the restoration, repair, replacement, rebuilding or alteration of the Improvements (or the relevant portion thereof), in accordance with all Laws then applicable, necessitated by any Casualty Event or Condemnation, including without limitation all required code upgrades and all razing and removal of damaged or destroyed Improvements necessary to conduct such restoration, replacement, rebuilding or alteration; provided that Tenant shall not be required to Restore the Improvements to the identical size or configuration as existed before the event giving rise to the Restoration so long as the Improvements, as Restored, constitute a first-class Project similar to the original Project, subject to the provisions of Section 6.3 regarding Additional Construction. In connection with any Restoration, the Project and the other Improvements may be redesigned, made larger or smaller, reconfigured, or otherwise modified, provided that the Project as so redesigned is a first-class Project similar to the original Project, subject to the provisions of Section 6.3 regarding Additional Construction. "Restore" and "Restored" shall have correlative meanings.

Restricted Sublease as defined in Section 12.4.1.

Restrictive Covenant as defined in Section 15.1.3.2.

RMP as defined in Section 15.1.3.

RWQCB means the San Francisco Bay Regional Water Quality Control Board of Cal/EPA, a state agency.

RWQCB Order as defined in Section 15.1.3.

Schematic Drawings means conceptual drawings in sufficient detail to describe a development proposal.

Scope of Development means the scope of development for the Initial Improvements as set forth on Exhibit 3.1 attached to this Lease.

Second Milestone Date as defined in Section 6.1.1.2.

Second Threshold Amount as defined in Section 6.1.1.2.

Security Deposit as defined in Section 2.9.1.

Significant Change means (a) any dissolution, merger, consolidation or other reorganization, or any issuance or transfer of beneficial interests in Tenant, directly or indirectly, in one or more transactions, that results in a change in the identity of the Persons Controlling Tenant, or (b) the sale of fifty percent (50%) or more of Tenant's assets, capital or profits, or the assets, capital or profits of any Person Controlling Tenant other than a sale to an Affiliate, provided that a Significant Change will not include any change in the identity of Persons Controlling Tenant or sale of fifty percent (50%) or more of assets, capital or profits in a Person Controlling Tenant as a result of (i) the sale or transfer of shares of a publicly traded company; or (ii) the merger, consolidation or other reorganization of a Person Controlling Tenant or the sale of all or substantially all of the assets of a Person Controlling Tenant in a transaction where the surviving entity in any such merger, consolidation or other reorganization or the purchaser of the assets of such Person has a net worth, calculated in accordance with GAAP, following such transaction, that is at least Five Hundred Million Dollars ($500,000,000).

Site Plan means the Site Plan set forth on Exhibit 1.1.1-B to this Lease.

State means the State of California.

Subdivision means any subdivision of the Property or the Premises as such term is defined in, and subject to and in accordance with, the provisions of the Subdivision Map Act.

Subdivision Map Act means the provisions of California Government Code Sections 66410 et seq., or any successor provisions thereof, as the same may be amended from time to time in accordance therewith.

Sublease means any lease, sublease, license, concession or other agreement by which Tenant leases, subleases, demises, licenses or otherwise grants to any Person in conformity with the provisions of this Lease, the right to occupy or use any portion of the Premises (whether in common with or to the exclusion of other Persons).

Substantial Condemnation as defined in Section 10.1.8.

Subtenant means any Person leasing, occupying or having the right to occupy any portion of the Premises under and by virtue of a Sublease.

Support Improvements as defined in Exhibit 3.1 attached to this Lease.

Tax Fiscal Year means the fiscal year for real property taxes, which is currently July 1 to June 30. Liens for secured property taxes attach on January 1st preceding the Tax Fiscal Year for which taxes are levied. Secured property taxes are levied on the first Business Day of September and are payable in two equal installments: the first is due on November 1st and delinquent with penalties after December 10th; the second is due February 1st and delinquent with penalties after April 10th.

Temporary Condemnation as defined in Section10.1.1.

Tenant as defined in first paragraph of this Lease, and its permitted successors and assigns under this Lease. "Tenant" is synonymous with "Developer."

Tenant's Accounting as defined in Section 38.18.2.

Tenant's Books and Records means all of Tenant's books, records, and accounting reports or statements relating to this Lease and the operation and maintenance of the Premises, including, without limitation, cash journals, rent rolls, general ledgers, income statements, bank statements, income tax schedules relating to the Premises, and any other bookkeeping documents Tenant utilizes in its business operations for the Premises.

Tenant's Lease Obligations as defined in Section 2.9.1.

Tenant's Notice as defined in Article 39.

Tenant's Termination Notice as defined in Section 10.6.1.

Term as defined in Section 1.2.

Termination Date means _____, 20__ **[INSERT DATE THAT IS 66 YEARS AFTER LEASE COMMENCEMENT DATE]** or such earlier date upon which this Lease is terminated or such later date to which this Lease is extended pursuant to subsequent mutual written agreement of the Parties in their sole and absolute discretion.

Third Milestone Date as defined in Section 6.1.1.3.

Third Party Agreements as defined in Section 5.2.3.

Third Threshold Amount as defined in Section 6.1.1.3.

Threshold Amounts means, collectively, the Initial Threshold Amount, Second Threshold Amount, Third Threshold Amount and Fourth Threshold Amount.

Total Condemnation as defined in Section 10.1.10.

Total Transfer as defined in Section 12.1.2.

Trade & Logistics Uses as defined in Exhibit 3.1 attached to this Lease.

Transfer as defined in Section 12.1.1.

Transfer Fee as defined in Section 12.1.7.1.4.

Unbuilt Land as defined in Section 15.4.1.

Unimproved Premises as defined in Section 6.1.5.

Uninsured Casualty as defined in Section 9.1.6.

Unmatured Event of Default means a circumstance which, with notice or the passage of time would constitute an Event of Default.

West Gateway or West Gateway Property means the 34.55± acres of real property, comprising a portion of the former Oakland Army Base and located adjacent to the Central Gateway, commonly referred to as the West Gateway and depicted as such on the Site Plan in Exhibit 1.1.1-B attached to this Lease.

West Gateway Lease means a written ground lease between City, as landlord, and Developer or Developer Affiliate, as tenant, covering all or a portion of the West Gateway.

Worth at the Time of the Award as defined in Section 23.3.1.5.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the day and year first above written.

DEVELOPER/TENANT:

PROLOGIS CCIG OAKLAND GLOBAL, LLC,
a Delaware limited liability company qualified to transact business in California
[OR SUCH OTHER ENTITY APPROVED BY CITY PURSUANT TO LDDA]

By: _____.

By: _____

By: _____
[NAME]
[TITLE]

CITY/LANDLORD:

CITY OF OAKLAND,
a municipal corporation
[and _____ IF APPLICABLE, ADD ANY OTHER NECESSARY CAPACITY OF CITY]

By: _____
City Administrator

APPROVED AS TO FORM:

BARBARA PARKER, City Attorney

By:_____
Dianne M. Millner
Deputy City Attorney

Landlord Resolution No. _____
City Resolution No. _____
_____
_____
_____
_____
_____

LIST OF LEASE EXHIBITS AND SCHEDULES

Exhibit	Description
EXHIBIT 1.1.1-A	Description of **[Central Gateway Property or East Gateway Property as applicable]**
EXHIBIT 1.1.1-B	Site Plan
EXHIBIT 1.1.2	Approved Exceptions
EXHIBIT 1.5.1	Description of Railroad Crossings
EXHIBIT 3.1	Scope of Development for Central Gateway
EXHIBIT 3.1	Scope of Development for East Gateway
EXHIBIT 6.2.6.4	Guaranty of Completion of Initial Improvements
EXHIBIT 6.2.6.6	Minimum Project Liquidated Damages Guaranty
EXHIBIT 15.1.4-A	Restrictive Covenant
EXHIBIT 15.1.4-B	Army EDC Deed
EXHIBIT 37.5	Acknowledgement of Campaign Contribution Limits Form
EXHIBIT 37.6	Community Benefits Program
	EXHIBIT A Construction Jobs Policy for Vertical Construction
	EXHIBIT B Operations Jobs Policy
	EXHIBIT C CEQA Standard Conditions of Approval and Mitigation Monitoring and Reporting Program
EXHIBIT 38.10	Form of Memorandum of Lease
EXHIBIT 40	Description of Public Improvements
SCHEDULE 2.2.1.2	Example Calculation of First Adjusted Base Rent Per Month

SCHEDULE 2.2.1.3	Example Calculation of Adjusted Remaining Term Base Rent Per Month
SCHEDULE 5.2.3	List of Third Party Agreements
SCHEDULE 6.1	Example of Implementation of Section 6.1 for Central Gateway
SCHEDULE 6.1	Example of Implementation of Section 6.1 for East Gateway
SCHEDULE 14.1	Tenant Insurance Schedule

EXHIBIT 1.1.1-A
TO
GROUND LEASE
FOR
CENTRAL GATEWAY

DESCRIPTION OF CENTRAL GATEWAY PROPERTY

[See Attached]

[Note: Prior to the execution of this Lease, the legal descriptions and plats shall be updated to be consistent with the Parcel Map approved and recorded pursuant to Section 2.4 of the LDDA.]

EXHIBIT 1.1.1-A

CENTRAL GATEWAY

Land Description of a parcel of land situate in the City of Oakland, County of Alameda, State of California, and being a portion of Lot 7 as shown upon Parcel Map 10095 filed on _____ , in Book ____ of Parcel Maps at Pages _____ Official Records of said County, and being more particularly described as follows:

Beginning at the most southerly corner of Lot 7; Thence along the west line of Lot 7 for the following thirteen (13) courses: (1) North 48° 48' 07" West – 1011.13, (2) North 11° 00' 07" East – 181.49 feet, (3) North 41° 18' 35" West – 11.96 feet, (4) South 86° 48' 30" West – 62.03 feet, (5) North 08° 04' 29" East – 43.36 feet, (6) North 81° 39' 04" West – 63.48 feet, (7) North 21° 23' 43" East – 72.93 feet, (8) North 81' 33" 20" West – 154.14 feet, (9) North 07° 35' 55" East – 47.96 feet, (10) North 68° 58' 20" West – 412.16 feet, (11) North 48° 48' 07" West – 54.91 feet, (12) North 41° 08' 50" East – 319.72 feet, and (13) North 08° 55' 17" West – 32.38 feet; Thence across Lot 7 for the following four (4) courses: (1) North 81° 33' 14" East – 677.72 feet to the beginning of a curve to the left, from which point the center bears North 06° 04' 27" West, (2) in a northeasterly direction 231.70 feet along the arc of said curve to the left, having a radius of 615.27 feet and through a central angle of 21° 34' 36", (3) North 62° 09' 09" East – 212.71 feet, and (4) North 68° 34' 54" East – 89.58 feet to a point of the curving east line of Lot 7, being a curve to the right from which point the center bears South 16° 18' 46" West; Thence along the east line and south line of Lot 7 for the following six (6) courses: (1) in a southeasterly direction 224.16 feet along the arc of said curve to the right, having a radius of 262.00 feet and through a central angle of 49° 01' 15", (2) South 24° 39' 59" East – 531.72 feet to the beginning of a curve to the left, (3) in a southeasterly direction 296.27 feet along

the arc of said curve to the left, having a radius of 698.00 feet and through a central angle of 24° 19' 11", (4) South 48° 59' 10" East – 161.80 feet to the beginning of a curve to the right, (5) in a southerly direction 78.54 feet along the arc of said curve to the right, having a radius of 50.00 feet and through a central angle of 90° 00' 00", and (6) South 41° 00' 50" West – 1004.22 feet to the Point of Beginning.

Containing 1,851,053 square feet (42.5 acres), more or less, measured in ground distances, as depicted on the Plat labeled (Exhibit "B" Plat 14B – Central Gateway), attached and hereby made part of the land description.

Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Official Records of the said County of Alameda. To obtain ground level distances, multiply distances called for herein by 1.0000705.

End of Description

This description and its accompanying plat were prepared by me, or under my direction, in September 2012.

_____ _____

Scott A. Shortlidge, LS 6441 Date

NOTE

BEARINGS AND DISTANCES ARE BASED ON RECORD OF SURVEY NO. 990. ALL DISTANCES SHOWN OR DERIVED FROM THIS DRAWING ARE GRID. TO OBTAIN GROUND LEVEL DISTANCES MULTIPLY BY 1.0000705.

LEGEND

LEASE LIMITS

Line Table		
Line	Bearing	Distance
L1	N11°00'07"E	181.49'
L2	N41°18'35"W	11.96'
L3	S86°48'30"W	62.03'
L4	N08°04'29"E	43.36'
L5	N81°39'04"W	63.48'
L6	N21°23'43"E	72.93'
L7	N81°33'20"W	154.14'
L8	N07°35'55"E	47.96'
L9	N48°48'07"W	54.91'
L10	N08°55'17"W	32.38'
L11	N62°09'09"E	212.71'
L12	N68°34'54"E	89.58'

Curve Table			
Curve	Radius	Delta	Length
C1	615.27'	21°34'36"	231.70'
C2	262.00'	49°01'15"	224.16'
C3	698.00'	24°19'11"	296.27'
C4	50.00'	90°00'00"	78.54'

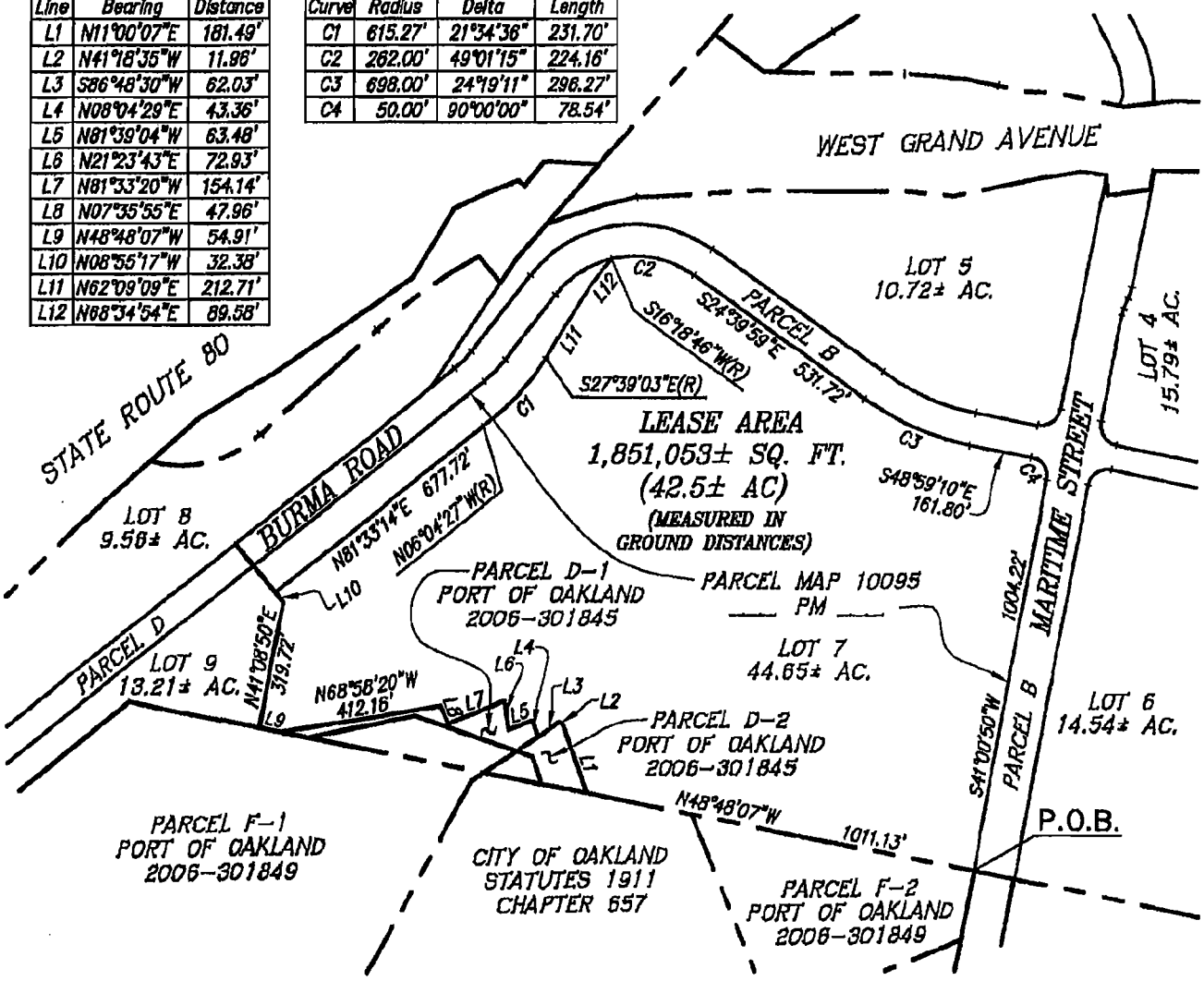

EXHIBIT 1.1.1-A

CENTRAL GATEWAY

CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

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RJA

RUGGERI-JENSEN-AZAR

ENGINEERS • PLANNERS • SURVEYORS

4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588

PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1"=400'	8-31-2012	111069

EXHIBIT 1.1.1-A
TO
GROUND LEASE
FOR
EAST GATEWAY

DESCRIPTION OF EAST GATEWAY PROPERTY

Consisting of the real property described and depicted on attached Exhibit 1.1.1-A-1 and Exhibit 1.1.1-A-2, respectively.

[See Attached]

[Note: Prior to the execution of this Lease, the legal descriptions and plats shall be updated to be consistent with the Parcel Map approved and recorded pursuant to Section 2.4 of the LDDA.]

EXHIBIT 1.1.1-A-1

EAST GATEWAY

Land Description of a parcel of land situate in the City of Oakland, County of Alameda, State of California, and being all of Lot 4 as shown upon Parcel Map 10095 filed on _____ , in Book ____ of Parcel Maps at Pages _____ Official Records of said County.

Containing 687,753 square feet (15.8 acres), more or less, measured in ground distances, as depicted on the Plat labeled (Exhibit "B" Plat 8A – North / East Gateway), attached and hereby made part of the land description.

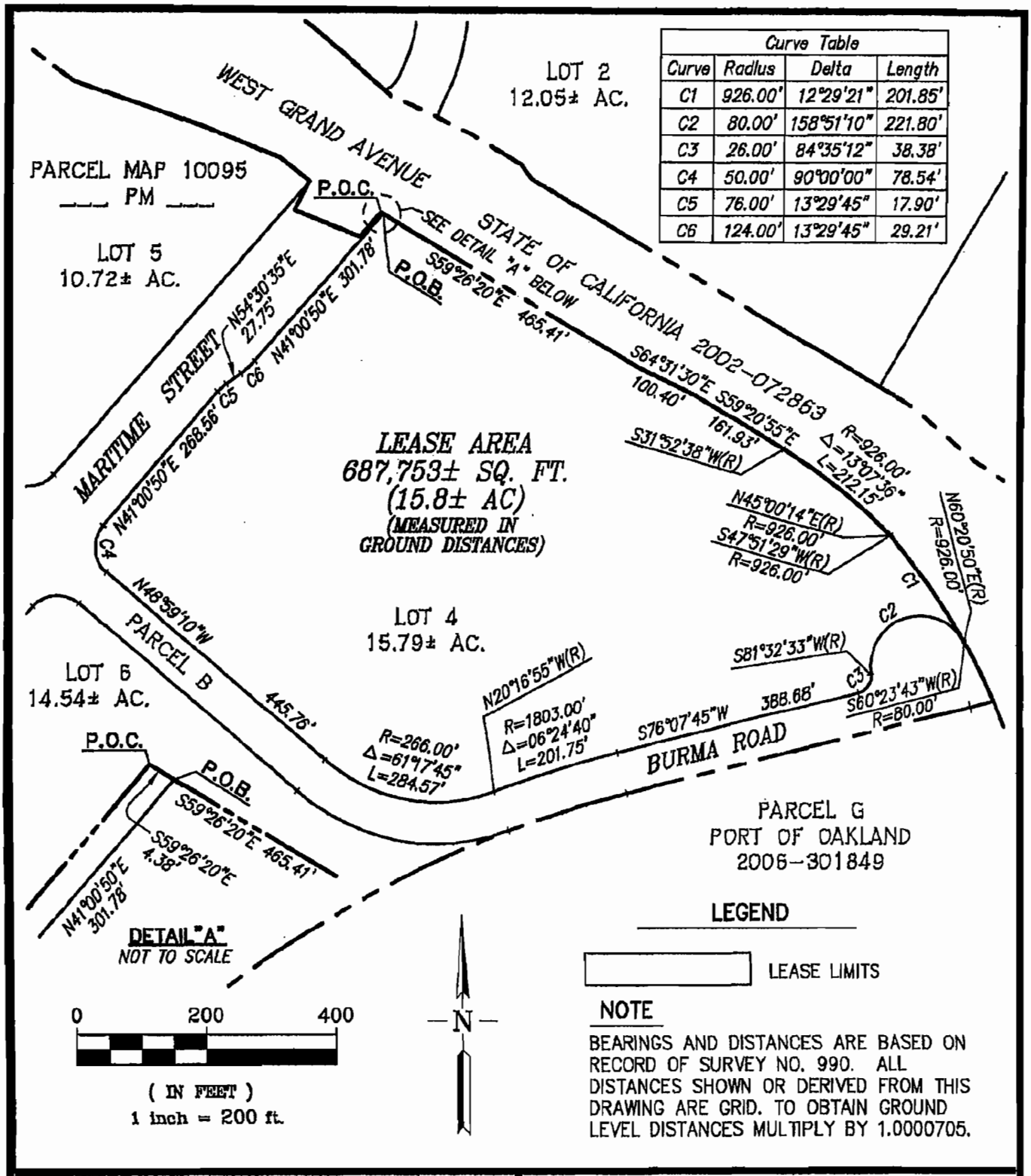
Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Official Records of the said County of Alameda. To obtain ground level distances, multiply distances called for herein by 1.0000705.

End of Description

This description and its accompanying plat were prepared by me, or under my direction, in June 2012.

_____ _____

Scott A. Shortlidge, LS 6441 Date



Curve Table			
Curve	Radius	Delta	Length
C1	926.00'	12°29'21"	201.85'
C2	80.00'	158°51'10"	221.80'
C3	26.00'	84°35'12"	38.38'
C4	50.00'	90°00'00"	78.54'
C5	76.00'	13°29'45"	17.90'
C6	124.00'	13°29'45"	29.21'

NOTE

BEARINGS AND DISTANCES ARE BASED ON RECORD OF SURVEY NO. 990. ALL DISTANCES SHOWN OR DERIVED FROM THIS DRAWING ARE GRID. TO OBTAIN GROUND LEVEL DISTANCES MULTIPLY BY 1.0000705.

EXHIBIT 1.1.1-A-1

EAST GATEWAY

CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

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RJA

RUGGERI-JENSEN-AZAR

ENGINEERS • PLANNERS • SURVEYORS

4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588

PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1"=200'	6-15-2012	111069

EXHIBIT 1.1.1-A-2

EAST GATEWAY

Land Description of a parcel of land situate in the City of Oakland, County of Alameda, State of California, and being all of Lot 6 as shown upon Parcel Map 10095 filed on _____ , in Book ____ of Parcel Maps at Pages _____ Official Records of said County.

Containing 633,246 square feet (14.5 acres), more or less, measured in ground distances, as depicted on the Plat labeled (Exhibit "B" Plat 8C – South / East Gateway), attached and hereby made part of the land description.

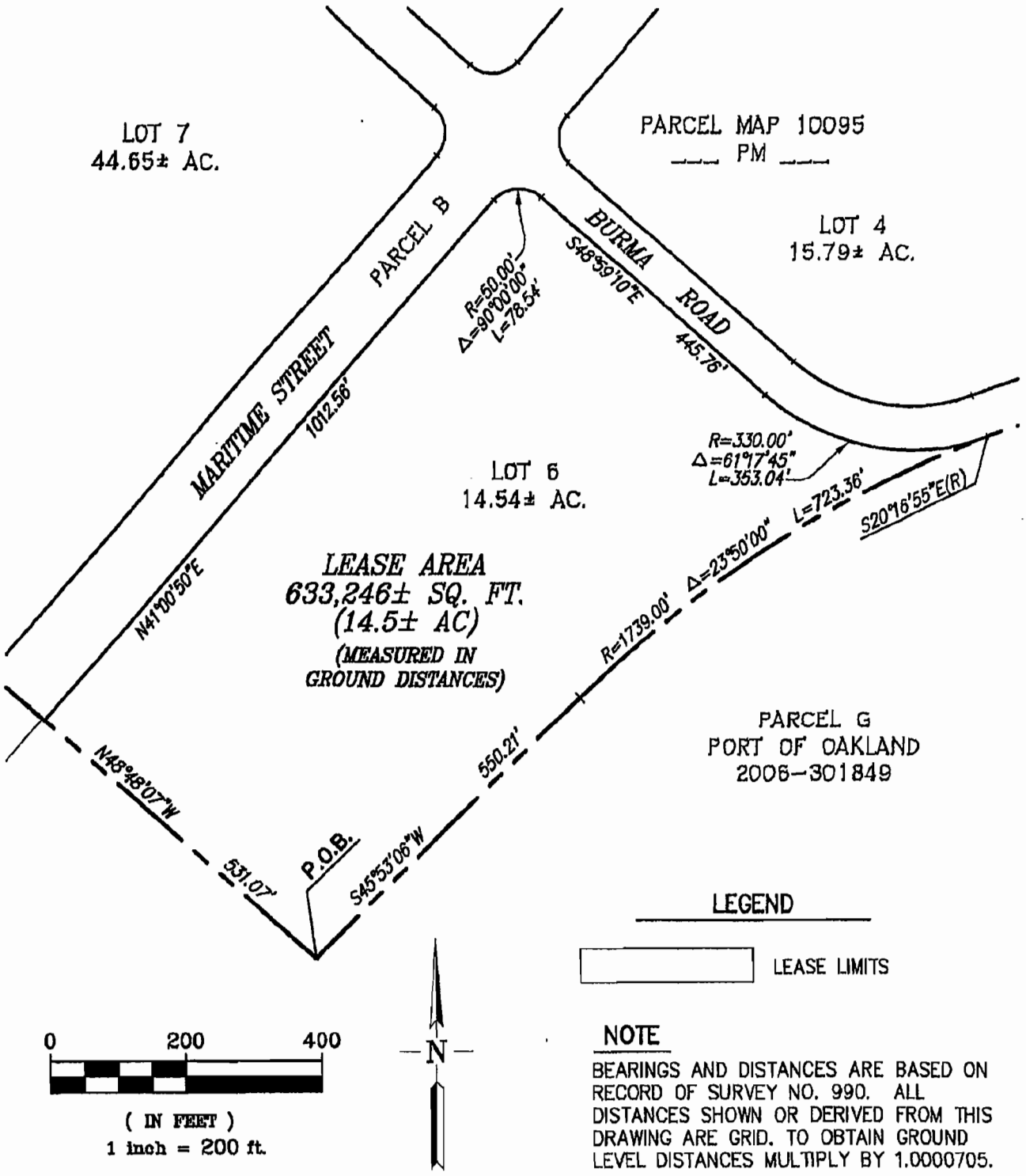
Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Official Records of the said County of Alameda. To obtain ground level distances, multiply distances called for herein by 1.0000705.

End of Description

This description and its accompanying plat were prepared by me, or under my direction, in June 2012.

_____ _____

Scott A. Shortlidge, LS 6441 Date



NOTE

BEARINGS AND DISTANCES ARE BASED ON RECORD OF SURVEY NO. 990. ALL DISTANCES SHOWN OR DERIVED FROM THIS DRAWING ARE GRID. TO OBTAIN GROUND LEVEL DISTANCES MULTIPLY BY 1.0000705.

EXHIBIT 1.1.1-A-2

EAST GATEWAY

CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

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RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1"=200'	6-15-2012	111069

EXHIBIT 1.1.1-B
TO
GROUND LEASE
FOR
[CENTRAL GATEWAY OR EAST GATEWAY, AS APPLICABLE]

SITE PLAN

[See Attached]

SITE PLAN

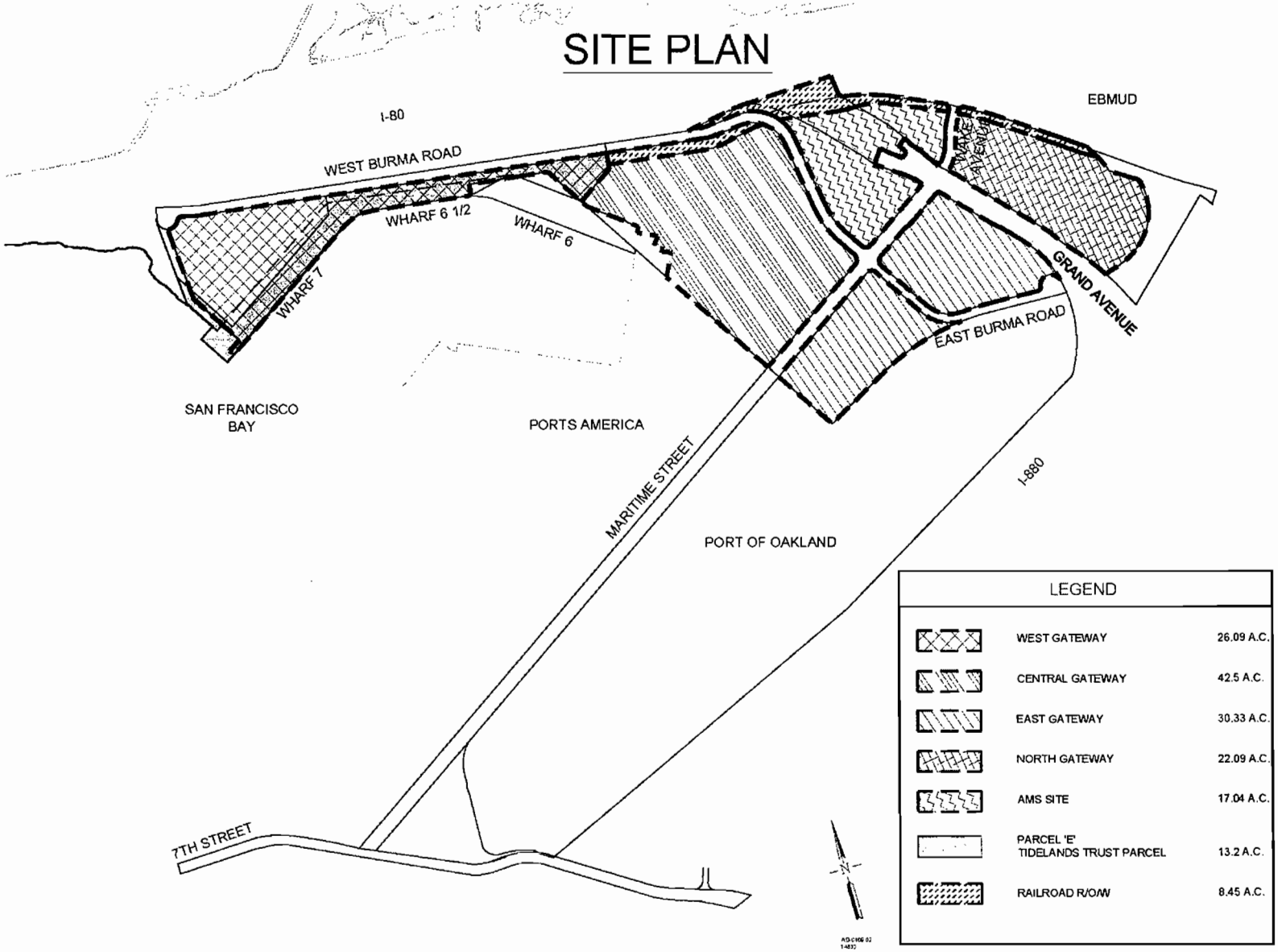

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EXHIBIT 1.1.2
TO
GROUND LEASE
FOR
CENTRAL GATEWAY

APPROVED EXCEPTIONS

Developer hereby approves of the following exceptions as shown on that certain Preliminary Report prepared by the First American Title Company, dated March 10, 2012 (updated and amended March 29, 2012), and identified as Order No. NCS-378612-CC, a copy of which is attached hereto (the "Approved Exceptions"):

Affected Parcel(s)	Exception No.
Central Gateway:	1, 10, 12, 13, 14, 15, 16, 17, 18, 24

EXHIBIT 1.1.2
TO
GROUND LEASE
FOR
EAST GATEWAY

APPROVED EXCEPTIONS

Developer hereby approves of the following exceptions as shown on that certain Preliminary Report prepared by the First American Title Company, dated March 10, 2012 (updated and amended March 29, 2012), and identified as Order No. NCS-378612-CC, a copy of which is attached hereto (the "Approved Exceptions"):

Affected Parcel(s)	Exception No.
East Gateway:	1, 8, 10, 13, 18

Updated and Amended 3/29/2012

First American Title

1850 Mt. Diablo Blvd., Suite 300
Walnut Creek, CA 94596

John Monetta
City of Oakland, Community & Economic Development Agency
250 Frank H. Ogawa Plaza, 4th Floor, Rm 4308
Oakland, CA 94607
Phone: (510)238-7125

Escrow Officer: Liz Treangen
Phone: (925)927-2100

Borrower:

Property: Parcels: (B-2 and B-3-EDC), (C-1 and C-2 Port Sliver), (E-Public Trust), (14 and B-4-Baldwin Yard), (15-A and B-1-Subaru) Former Oakland Army Base and vicinity, Oakland, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of March 10, 2012 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

None: Informational

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

AS TO EDC PARCELS B-2 and B-3:

City of Oakland, a municipal corporation

AS TO PORT "SLIVER" PARCELS C-2 AND C-1:

City of Oakland, a municipal corporation

AS TO PUBLIC TRUST PARCEL E:

The Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law, as a trustee pursuant to the public trust for commerce, navigation, and fisheries and the terms and conditions of Chapter 657, Statutes of 1911 and Chapter 664, Statutes of 2005, both as amended, and the State of California, acting by and through the State Lands Commission, as to those interests reserved to it through Chapter 657, Statutes of 1911 and Chapter 664, Statutes of 2005, both as amended.

AS TO BALDWIN YARD ADJUSTED PARCEL 14:

City of Oakland, a municipal corporation

AS TO SUBARU ADJUSTED PARCEL 15-B:

City of Oakland, a municipal corporation

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee Simple

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2012-2013, a lien not yet due or payable.

   Taxes for the year 2011-2012 were exempt.

2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

3. Any easements or lesser rights in favor of Oakland Terminal Railway Co., Pacific Gas and Electric Company, or others for railroad tracks, underground utilities and sewers located within a northeastern portion of EDC Parcel B-2, as disclosed by the Indenture recorded February 17, 1942, Instrument No. PP-7972, Book 4186, Page 156 of Official Records.

4. An easement for railroad tracks and incidental purposes, recorded August 4, 1942 as Instrument No. PP-39463, Book 4267, Page 109 of Official Records.

In Favor of:	Santa Fe Land Improvement Company
Affects:	A northern portion of EDC Parcel B-2 and Baldwin Yard Adjusted Parcel 14

   The rights of Santa Fe Land Improvement Company under said easement grant were conveyed to The California, Arizona and Santa Fe Railway Company, a California corporation by Deed recorded December 15, 1957, Instrument No. AB-107222, Book 5347, Page 71 of Official Records.

   The rights of The California, Arizona and Santa Fe Railway Company under said easement grant were conveyed to The Atchison, Topeka and Santa Fe Railway Company by the document recorded August 29, 1963, Instrument No. AU-144208, Reel 978, Image 378 of Official Records.

5. An easement for public street and roadway purposes and incidental purposes, recorded July 23, 1943 as QQ-38166, Book 4404, Page 171 of Official Records.

In Favor of:	City of Oakland, a municipal corporation (not acting by and through its Board of Port Commissioners) by reservation
Affects:	that portion of Parcel B-2 within Maritime Street as it physically existed at said of July 23, 1943 which now includes a roadway which may now be known as Navy Roadway and additional land

   NOTE: By virtue of the City of Oakland having acquired the fee title said Parcel B-2, such easement should be merged out of existence

6. An easement for outfall sewer line and incidental purposes, recorded September 23, 1949 as Instrument No. AD-64847, Book 5894, Page 349 of Official Records.

In favor of:	East Bay Municipal Utility District
Affects:	a northern portion of EDC Parcels B-2 and B-3 and a portion of Public Trust Parcel E

   In connection therewith, unrecorded permit for installation and maintenance of sewer outfall dated July 19, 1949 by and between the State of California, East Bay Municipal Utility District amd Key Route Transit Lines

   Terms and provisions contained in the above documents.

7. An easement for public highway viaducts, surface roadways and roadway ramps and incidental purposes, recorded June 26, 1968 as Instrument No. BA-68979, Reel 2205, Image 787 of Official Records.

In favor of:	State of California
Affects:	northern portions EDC Parcel B-2 and B-3, Public Trust Parcel E and portions of the Baldwin Yard and Subaru Parcels

Terms and provisions contained in the above document.

8. Abutter's rights of ingress and egress to or from the adjoining freeway and freeway frontage roads (West Grand Avenue) have been relinquished pursuant to the terms and provisions in the documents recorded June 26, 1968 as Instrument No. BA-68979, Reel 2205, Image 787 and recorded February 23, 1979 as Instrument No. 79-34788 and recorded February 13, 2002 as Instrument No. 2002-72863

Affects: EDC Parcel B-2, Baldwin Yard Adjusted Parcel 14 and Subaru Adjusted Parcel 15-B and Port "Sliver" Parcels C-1 of Official Records.

9. An easement for aerial easement and right to construct overhead freeway bridge and/or highway together with inspection and access rights and incidental purposes, recorded February 3, 1995 as Instrument No. 95-28117 of Official Records.

In Favor of:	State of California
Affects:	portion of Port "Sliver" Parcels C-1

10. The fact that the land lies within the boundaries of the Oakland Army Base Redevelopment Project Area, as disclosed by the document recorded August 3, 2000 as Instrument No. 2000232151 of Official Records.

Revised Statement of Institution of Redevelopment for the Oakland Army Base Redevelopment Project recorded December 3, 2007 as Instrument No. 2007-409556 of Official Records

11. An easement for construction of the San Francisco-Oakland Bay Bridge Span Seismic Safety Project, including but not limited to governmental, on-commercial harbor and port use and incidental purposes, recorded Feburuary 13, 2002 as Instrument No. 2002-72862 of Official Records.

In favor of:	State of California
Affects:	portion EDC Parcel B-3 and Public Trust Parcel E

12. An easement for road purposes and incidental purposes, recorded February 13, 2002 as Instrument No. 2002-72864 of Official Records.

In favor of:	State of California
Affects:	a 40 foot wide strip located within EDC Parcels B-2 and B-3 and Public Trust Parcel E and and two 41 foot wide strips the locations of which are not defined of record

Terms and provisions contained in the above document.

13. An easement for rights of access to perform acts of environmental investigation and remediation and incidental purposes, recorded August 8, 2003 as Instrument No. 2003466370 of Official Records.

In Favor of:	United States of America, acting by and through the Secretary of the Army
Affects:	All of said lands, excepting Port "Sliver" Parcels C-1

Terms and provisions contained in the above document.

14. An unrecorded easement (DACA05-2-70-01) for underground communication cable line and incidental purposes, dated January 8, 1970, as disclosed in the Quitclaim Deed recorded August 8, 2003 as Instrument No. 2003466370 of Official Records.

In Favor of:	The Pacific Telephone and Telegraph Company
Affects:	a portion of the EDC Parcels B-2 and B-3 and Public Trust Parcel E

Terms and provisions contained in the above document.

15. An unrecorded easement (SFRE (S) 499) for underground communication cable line and incidental purposes, dated January 25, 1954, as amended by supplements dated June 29, 1965, May 19, 1966, May 29, 1968 and June 23, 1970, as disclosed by the quitclaim deed recorded August 8, 2003 as Instrument No. 2003466370 of Official Records.

In Favor of:	The Pacific Telephone and Telegraph Company
Affects:	a portion of the EDC Parcels B-2 and B-3 and Public Trust Parcel E

Terms and provisions contained in the above document.

16. An unrecorded easement (SFRE (S)-630) for underground communication cable line and incidental purposes, dated June 17, 1955, as disclosed by the Quitclaim Deed recorded August 8, 2003 as Instrument No. 2003466370 of Official Records.

In Favor of:	The Western Union Telegraph Company
Affects:	a portion of the EDC Parcels B-2 and B-3 and Public Trust Parcel E

Terms and provisions contained in the above document.

17. An unrecorded easement (SFRE-(S)-729) for underground communication cable line and incidental purposes,dated February 25, 1957, as disclosed by the Quitclaim Deed recorded August 8, 2003 as Instrument No. 2003466370 of Official Records.

In Favor of:	The Pacific Telephone and Telegraph Company
Affects:	a portion of the EDC Parcels B-2 and B-3 and Public Trust Parcel E

Terms and provisions contained in the above document.

18. The terms and provisions contained in the document entitled "Covenant to Restrict use of Property Environmental Restriction" recorded August 8, 2003 as Instrument No. 2003466371 of Official Records. Affects: EDC Parcels B-2 and B-3 and Public Trust Parcel E and Baldwin Yard Adjusted Parcel 14

19. The terms and provisions contained in the document entitled "Covenant to Restrict use of Property Environmental Restriction" recorded November 18, 2004 as Instrument No. 2004-513848 of Official Records. Affects: Subaru Adjusted Parcel 15-B

20. The terms and provisions contained in the document entitled "Quitclaim Deed" recorded November 18, 2004 as Instrument No. 2004-513849 of Official Records. Affects: Subaru Adjusted Parcel 15-B

21. An easement for ingress and egress and incidental purposes, recorded November 18, 2004 as Instrument No. 2004-513852 of Official Records.

In Favor of:	United States of America (Department of the Army)
Affects:	southeasterly portion of Baldwin Yard Adjusted Parcel 14

Quitclaim Deed recorded June 29, 2007 as Instrument No. 2007-243205 of Official Records by which the United States of America (Department of the Army) transfered its above easement interest to East Bay Municipal Utility District

Terms and provisions contained in the above documents.

22. The terms and provisions contained in the document entitled "Oakland Army Base Settlement and Exchange Agreement" recorded August 7, 2006 as Instrument No. 2006-301845 of Official Records.

Among other matters, said document contains provisions that land herein are imposed with and subject to the "public trust" as set forth therein

The imposition of said "public trust" is made effective as to the lands herein on that certain Patent by the State of California to the Redevelopment Agency of the City of Oakland recorded August 7, 2006 as Instrument No. 2006-301850 of Official Records.

Affects: Public Trust Parcel E

23. An easement for ingress and egress and incidental purposes, recorded August 31, 2007 as Instrument No. 2007-319054 of Official Records.

In Favor of:	City of Oakland, acting by and through its Board of Port Commissioners
Affects:	southeasterly portion of Baldwin Yard Adjusted Parcel 14

24. An easement for all reasonable activities associated with the investigation, engineering and construction work for the "Berth 21 Project" and incidental purposes, recorded March 4, 2008 as Instrument No. 2008-80868 of Official Records.

In Favor of:	City of Oakland, acting by and through it Board of Port Commissioners
Affects:	southwesterly portion of EDC Parcel B-2 and a portion of Public Trust Parcel E

25. An easement for bike paths and incidental purposes, recorded July 28, 2010 as Instrument No. 2010-208571 of Official Records.

In Favor of:	State of California Department of Transportation
Affects:	portion of Parcels B-2, B-3 and E

Terms and provisions contained in the above document.

26. Any challenge to the transfer of title under the Grant Deed recorded January 31, 2012, as Instrument No. 2012-30757 of Official Records which challenge arises out of or is authorized or enabled by reason of the enactment of California Assembly Bill ABx1 26, Statutes of 2011, by the State of California

Affects: EDC Parcels B-2 and B-3, Port "Sliver" Parcels C-2 and C-1, Baldwin Yard Adjusted Parcel 14 and Subaru Adjusted Parcel 15-B

27. The effect upon title to Public Trust Parcel E by reason of the fact that title is vested of record in the Redevelopment Agency of the City of of Oakland, as Trustee etc, the existence of which entity was effectively terminated by reason of the enactment of California Assembly Bill AB1X 26, Statutes of 2011, by the State of California

INFORMATIONAL NOTES

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

Real property in the City of Oakland, County of Alameda, State of California, described as follows:

EDC PROPERTY (PARCELS B-2 AND B-3)

PARCEL B-2

PARCELS 1 AND 2, PARCEL MAP NO. 10074, FILED DECEMBER 15, 2011, PARCEL MAP BOOK 318, PAGES 74-76, INCLUSIVE, ALAMEDA COUNTY RECORDS

APN: 018-0507-001-11

PARCEL B-3

A PORTION OF PARCEL 1 AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED FOR NO-COST ECONOMIC DEVELOPMENT CONVEYANCE PARCEL, COUNTY OF ALAMEDA, CALIFORNIA, RECORDED AUGUST 8, 2003 AS DOC. NO. 2003466370 IN THE OFFICE OF THE RECORDER OF THE SAID COUNTY OF ALAMEDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT CITY OF OAKLAND MONUMENT NO. 7SE13, SAID MONUMENT BEING A PIN SET IN CONCRETE, IN A MONUMENT WELL MARKING THE INTERSECTION OF THE CENTERLINES OF MARITIME STREET AND 10TH STREET, AS SAID STREETS ARE SHOWN ON THAT UNRECORDED MAP ENTITLED "OAKLAND ARMY TERMINAL BOUNDARY MAP" PREPARED BY WILSEY & HAM ENGINEERS IN 1958 FOR THE U.S. ARMY CORPS OF ENGINEERS, FILE NO. 45-I-286 (HEREINAFTER REFERRED TO AS THE ARMY MAP), SAID MONUMENT IS FURTHER DESCRIBED AS BEING PORT OF OAKLAND MONUMENT ID H006 AS SHOWN UPON RECORD OF SURVEY 990, FILED FOR RECORD IN BOOK 18 OF RECORDS OF SURVEYS, AT PAGES 50-60, ALAMEDA COUNTY OFFICIAL RECORDS;

THENCE SOUTH 38°00'05" WEST, 989.35 FEET TO THE EASTERN MOST CORNER OF PARCEL SEVEN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED, RECORDED JUNE 15, 1999 AS DOC. NO. 99-222447 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF THE SAID COUNTY OF ALAMEDA (HEREINAFTER REFERRED TO AS DOC. 99222447), BEING A POINT ON THE LINE OF ORDINARY LOW TIDE IN THE BAY OF SAN FRANCISCO AS IT EXISTED ON THE 4TH DAY OF MAY IN THE YEAR 1852 (HEREINAFTER REFERRED TO AS THE AGREED LOW TIDE LINE OF 1852) AS DESCRIBED AND AGREED UPON IN CITY OF OAKLAND ORDINANCE NO. 3099 A CERTIFIED COPY OF WHICH WAS RECORDED ON OCTOBER 10, 1910 IN BOOK 1837 OF DEEDS, PAGE 84, IN THE OFFICE OF THE RECORDER OF THE SAID COUNTY OF ALAMEDA (HEREINAFTER REFERRED TO AS 1837 DEEDS 84), SAID POINT BEING MARKED BY A PIN SET IN CONCRETE IN A MONUMENT WELL, AS SHOWN ON SAID ARMY MAP;

THENCE ALONG SAID AGREED UPON LOCATION OF THE "AGREED LOW TIDE LINE OF 1852" (1837 DEEDS 84) NORTH 41°00'50" EAST, 3829.19 FEET TO THE EASTERN MOST CORNER OF PARCEL 4 AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED FOR BERTH 21 SUBMERGED/UPLAND PROPERTY RECORDED AUGUST 8, 2003 AS DOC. NO. 2003466373 IN THE OFFICE OF THE RECORDER OF SAID COUNTY OF ALAMEDA (HEREINAFTER REFERRED TO AS DOC. 2003466373);

THENCE DEPARTING FROM THE SAID AGREED UPON LOCATION OF THE "AGREED LOW TIDE LINE OF 1852" (1837 DEEDS 84), NORTH 80°39'13" WEST, 4577.07 FEET TO A POINT IN THE

EXISTING WESTERLY PERIMETER FENCE LINE OF SAID PIER 7, SAID EXISTING PERIMETER FENCE BEING THE WESTERN BOUNDARY OF SAID PARCEL 1 (DOC. 2003466370) AND THE POINT OF BEGINNING OF PARCEL OF PARCEL B-3 AS HEREIN DESCRIBED;

THENCE NORTHERLY ALONG THE SAID WESTERLY PERIMETER FENCE LINE OF PIER 7, BEING THE SAID WESTERN BOUNDARY OF PARCEL 1 (DOC. 2003466370), THE FOLLOWING TWO COURSES:

1) NORTH 20°41'10" WEST 427.98 FEET TO AN ANGLE POINT IN SAID FENCE LINE;

2) THENCE NORTH 01°48'40" WEST, 114.71 FEET TO A POINT ON THE SOUTHERN BOUNDARY OF PARCEL "S" AS DESCRIBED IN THAT CERTAIN INDENTURE AND CONVEYANCE BY AND BETWEEN THE STATE OF CALIFORNIA ACTING BY AND THROUGH IT'S DEPARTMENT OF PUBLIC WORKS AND THE CALIFORNIA TOLL BRIDGE AUTHORITY, AND CITY OF OAKLAND, ACTING BY AND THROUGH IT'S BOARD OF PORT COMMISSIONERS, RECORDED ON FEBRUARY 17, 1942 IN BOOK 4186 OF OFFICIAL RECORDS, AT PAGE 156 IN THE OFFICE OF THE RECORDER OF THE SAID COUNTY OF ALAMEDA (HEREINAFTER REFERRED TO AS 4186 O.R. 156) BEING THE GENERALLY NORTHERN BOUNDARY OF SAID PARCEL 1 (DOC. 2003466370); THENCE ALONG THE SAID SOUTHERN BOUNDARY OF SAID PARCEL "S" (4186 O.R. 156), BEING THE SAID GENERALLY NORTHERN BOUNDARY OF PARCEL 1 (DOC. 2003466370), THE FOLLOWING TWO COURSES:

1) NORTH 88°08'30" EAST, 291.86 FEET;
2) THENCE NORTH 81°36'26" EAST 984.09 FEET;

THENCE DEPARTING FROM THE SAID SOUTHERN BOUNDARY OF SAID PARCEL "S" (4186 O.R. 156), BEING THE SAID GENERALLY NORTHERN BOUNDARY OF PARCEL 1 (DOC. 2003466370), SOUTH 08°23'15" EAST 210.89 FEET;

THENCE SOUTH 41°23'42" WEST 1098.60 FEET;

THENCE NORTH 48°40'48" WEST 552.26 FEET TO THE POINT OF BEGINNING, CONTAINING 758,852 SQUARE FEET (17.421 ACRES), MORE OR LESS, MEASURED IN GROUND DISTANCES.

APN: 000-0507-001-10

PORT "SLIVER" PARCELS (PARCELS C-2 AND C-1)

PARCEL C-2

A PORTION OF THE LANDS DESCRIBED IN THAT CERTAIN ACT OF THE LEGISLATURE OF THE STATE OF CALIFORNIA ENTITLED "AN ACT GRANTING CERTAIN TIDE LANDS AND SUBMERGED LANDS OF THE STATE OF CALIFORNIA TO THE CITY OF OAKLAND AND REGULATING THE MANAGEMENT, USE AND CONTROL THEREOF," APPROVED MAY 1, 1911 AS CHAPTER 657 OF STATUTES OF 1911, AND AMENDATORY ACTS (HEREINAFTER REFERRED TO AS STAT. 1911, CH. 657), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CITY OF OAKLAND MONUMENT NO. 7SE13, SAID MONUMENT BEING A PIN SET IN CONCRETE, IN A MONUMENT WELL MARKING THE INTERSECTION OF THE CENTERLINES OF MARITIME STREET AND 10TH STREET, AS SAID STREETS ARE SHOWN ON THAT UNRECORDED MAP ENTITLED "OAKLAND ARMY TERMINAL BOUNDARY MAP" PREPARED

BY WILSEY & HAM ENGINEERS IN 1958 FOR THE U.S. ARMY CORPS OF ENGINEERS, FILE NO. 45-I-286 (HEREINAFTER REFERRED TO AS THE ARMY MAP), SAID MONUMENT IS FURTHER DESCRIBED AS BEING PORT OF OAKLAND MONUMENT ID H006 AS SHOWN UPON RECORD OF SURVEY 990, FILED FOR RECORD IN BOOK 18 OF RECORDS OF SURVEYS, AT PAGES 50-60, OFFICIAL RECORDS OF THE SAID COUNTY OF ALAMEDA;

THENCE SOUTH 38°00'05" WEST, 989.35 FEET TO THE EASTERN MOST CORNER OF PARCEL SEVEN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED, RECORDED ON JUNE 15, 1999 AS DOC. NO. 99222447 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF THE SAID COUNTY OF ALAMEDA (HEREINAFTER REFERRED TO AS DOC. 99222447), BEING A POINT ON THE LINE OF ORDINARY LOW TIDE IN THE BAY OF SAN FRANCISCO AS IT EXISTED ON THE 4TH DAY OF MAY IN THE YEAR 1852 (HEREINAFTER REFERRED TO AS THE AGREED LOW TIDE LINE OF 1852) AS DESCRIBED AND AGREED UPON IN CITY OF OAKLAND ORDINANCE NO. 3099, A CERTIFIED COPY OF WHICH WAS RECORDED ON OCTOBER 10, 1910 IN BOOK 1837 OF DEEDS, PAGE 84, IN THE OFFICE OF THE RECORDER OF THE SAID COUNTY OF ALAMEDA (HEREINAFTER REFERRED TO AS 1837 DEEDS 84), SAID POINT BEING MARKED BY A PIN SET IN CONCRETE IN A MONUMENT WELL, AS SHOWN ON SAID ARMY MAP;

THENCE NORTHEASTERLY ALONG SAID AGREED UPON LOCATION OF THE "AGREED LOW TIDE LINE OF 1852" (1837 DEEDS 84) NORTH 41°00'50" EAST, 3829.19 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";

THENCE DEPARTING FROM THE SAID AGREED UPON LOCATION OF THE "AGREED LOW TIDE LINE OF 1852" (1837 DEEDS 84), NORTH 48°48'07" WEST, 839.34 FEET TO A POINT ON THE GENERALLY SOUTHERLY LINE OF PARCEL 1, TRACT 14 AS DESCRIBED IN SAID FINAL JUDGMENT AS TO INTERESTS OF DEFENDANT CITY OF OAKLAND, A MUNICIPAL CORPORATION, UNITED STATES OF AMERICA VS. CITY OF OAKLAND, ET AL., CASE NO. 21758-L, CASE NO. 21930-L, CASE NO. 22084-L RECORDED FEBRUARY 24, 1960, REEL 032, IMAGE 660 OF OFFICIAL RECORDS IN THE OFFICE OF THE RECORDER OF SAID ALAMEDA COUNTY (HEREINAFTER REFERRED TO AS REEL: 32, IMAGE:660), BEING THE POINT OF BEGINNING OF THE SAID PORTION OF LANDS (STAT. 1911, CH. 657) HEREIN DESCRIBED;

THENCE DEPARTING THE GENERALLY SOUTHERLY LINE OF SAID PARCEL 1, TRACT 14 (REEL: 32, IMAGE: 660), NORTH 48°48'07" WEST, 275.79 FEET TO A POINT ON A LINE THAT IS 100.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE LINE OF MEAN HIGH TIDE IN THE OAKLAND OUTER HARBOR, WHICH FOR THE PURPOSES OF THIS LEGAL DESCRIPTION IS BASED UPON A SURVEY, BY THE PORT OF OAKLAND IN SEPTEMBER 2001, OF THE LOCATION OF MEAN HIGH WATER FOR THE SAID OAKLAND OUTER HARBOR AS DEFINED BY THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION/NATIONAL OCEAN SERVICE;

THENCE NORTHERLY ALONG SAID PARALLEL LINE, THE FOLLOWING TWO COURSES:

1) NORTH 11°00'07" EAST 181.49 FEET;

2) NORTH 41°18'35" WEST 11.96 FEET TO A POINT ON THE SAID GENERALLY SOUTHERLY LINE OF PARCEL 1, TRACT 14 (REEL: 32, IMAGE: 660);

THENCE DEPARTING FROM SAID PARALLEL LINE, EASTERLY AND SOUTHERLY ALONG THE SAID GENERALLY SOUTHERLY LINE OF PARCEL 1, TRACT 14 (REEL: 32, IMAGE: 660) THE FOLLOWING TWO COURSES:

1) NORTH 86°48'30" EAST 235.16 FEET;

2) SOUTH 08°03'07" WEST, 385.68 FEET TO THE POINT OF BEGINNING, CONTAINING 65,473

SQUARE FEET (1.503 ACRES), MORE OR LESS, MEASURED IN GROUND DISTANCES.

BEARINGS AND DISTANCES CALLED FOR HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM, ZONE III, NORTH AMERICAN DATUM OF 1983 (1986 VALUES) AS SHOWN UPON THAT CERTAIN MAP ENTITLED RECORD OF SURVEY 990, FILED IN BOOK 18 OF RECORD OF SURVEYS, PAGES 50-60, OFFICIAL RECORDS OF THE SAID COUNTY OF ALAMEDA. TO OBTAIN GROUND LEVEL DISTANCES, MULTIPLY DISTANCES CALLED FOR HEREIN BY 1.0000705.

APN: 000-0507-007

PARCEL C-1:

A PORTION OF THE LANDS DESCRIBED AS PARCEL 2 IN THAT CERTAIN QUITCLAIM DEED BETWEEN THE STATE OF CALIFORNIA AND THE CITY OF OAKLAND, RECORDED FEBRUARY 23, 1979 AS DOC. NO. 79-034788 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF THE SAID COUNTY OF ALAMEDA (HEREINAFTER REFERRED TO AS DOC. 79034788), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CITY OF OAKLAND MONUMENT NO. 7SE13, SAID MONUMENT BEING A PIN SET IN CONCRETE, IN A MONUMENT WELL MARKING THE INTERSECTION OF THE CENTERLINES OF MARITIME STREET AND 10TH STREET, AS SAID STREETS ARE SHOWN ON THAT UNRECORDED MAP ENTITLED "OAKLAND ARMY TERMINAL BOUNDARY MAP" PREPARED BY WILSEY & HAM ENGINEERS IN 1958 FOR THE U.S. ARMY CORPS OF ENGINEERS, FILE NO. 45-I-286 (HEREINAFTER REFERRED TO AS THE ARMY MAP), SAID MONUMENT IS FURTHER DESCRIBED AS BEING PORT OF OAKLAND MONUMENT ID H006 AS SHOWN UPON RECORD OF SURVEY 990, FILED FOR RECORD IN BOOK 18 OF RECORDS OF SURVEYS, AT PAGES 50-60, OFFICIAL RECORDS OF THE SAID COUNTY OF ALAMEDA;

THENCE NORTH 06°22'58" WEST, 3704.99 FEET TO THE WESTERN MOST CORNER OF SAID PARCEL 2 (DOC. 79-034788), SAID CORNER BEING MARKED BY A CONCRETE NAIL AND CALTRANS TAG SET FLUSH, AS SHOWN ON RECORD OF SURVEY NO. 1687, FILED IN BOOK 25 OF RECORDS OF SURVEYS, AT PAGES 58-69, THE SAID COUNTY OF ALAMEDA OFFICIAL RECORDS, AND BEING THE POINT OF BEGINNING OF THE PORTION OF SAID PARCEL 2 (DOC. 79034788) HEREIN DESCRIBED;

THENCE ALONG THE WESTERN AND GENERALLY NORTHERN LINES OF SAID PARCEL 2 (DOC. 79034788) THE FOLLOWING THREE COURSES:

1) NORTH 21°36'13" EAST, 249.00 FEET TO AN ANGLE POINT MARKED BY A 1" IRON PIPE AND CALTRANS CAP UNDER A CYCLONE FENCE, AS SHOWN ON SAID RECORD OF SURVEY NO. 1687;

2) NORTH 75°30'42" EAST, 642.22 FEET TO AN ANGLE POINT MARKED BY A 1" IRON PIPE AND CALTRANS CAP, AS SHOWN ON SAID RECORD OF SURVEY NO. 1687;

3) NORTH 78°23'41" EAST, 230.24 FEET TO THE WESTERN MOST CORNER OF PARCEL 1 DESCRIBED IN THAT CERTAIN GRANT DEED FROM THE CITY OF OAKLAND TO THE STATE OF CALIFORNIA, RECORDED FEBRUARY 3, 1995 AS DOC. NO. 95028117 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF THE SAID COUNTY OF ALAMEDA (HEREINAFTER REFERRED TO AS DOC. 95028117), SAID CORNER BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 295.00 FEET AND A CENTRAL ANGLE OF 58°05'18", FROM WHICH BEGINNING THE RADIUS POINT BEARS NORTH 45°29'15" EAST;

THENCE ALONG THE GENERALLY SOUTHERLY LINE OF SAID PARCEL 1 (DOC. 95028117) THE

FOLLOWING FIVE COURSES:

1) ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 299.08 FEET TO A POINT OF TANGENCY;

2) NORTH 77°23'57" EAST, 93.57 FEET;

3) NORTH 78°35'02" EAST, 301.18 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1457.00 FEET AND A CENTRAL ANGLE OF 12°33'12";

4) ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 319.22 FEET TO AN ANGLE POINT FROM WHICH THE RADIUS POINT BEARS SOUTH 01°08'14" WEST;

5) SOUTH 09°10'00" EAST, 85.90 FEET TO A POINT ON THE NORTHWEST LINE OF THE LANDS DESCRIBED IN THAT CERTAIN FINAL JUDGMENT AS TO TRACT 5, UNITED STATES OF AMERICA VS. CITY OF OAKLAND, STATE OF CALIFORNIA, ET AL., CASE NO. 21930-L, DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA, SOUTHERN DIVISION, RECORDED FEBRUARY 16, 1951 IN BOOK 6361 OF OFFICIAL RECORDS, PAGE 334 IN THE OFFICE OF THE RECORDER OF THE SAID COUNTY OF ALAMEDA (HEREINAFTER REFERRED TO AS 6361 O.R. 334);

THENCE ALONG THE GENERALLY NORTHWEST LINE OF SAID TRACT 5 (6361 O.R. 334), SOUTH 64°17'11" WEST, 319.86 FEET TO A POINT ON THE GENERALLY SOUTHERLY LINE OF PARCEL "S" DESCRIBED IN THAT CERTAIN INDENTURE AND CONVEYANCE BY AND BETWEEN THE STATE OF CALIFORNIA, ACTING BY AND THROUGH ITS DEPARTMENT OF PUBLIC WORKS AND THE CALIFORNIA TOLL BRIDGE AUTHORITY, AND THE CITY OF OAKLAND, A MUNICIPAL CORPORATION, ACTING BY AND THROUGH ITS BOARD OF PORT COMMISSIONERS, RECORDED FEBRUARY 17, 1942 IN BOOK 4186 OF OFFICIAL RECORDS, PAGE 156, IN THE OFFICE OF THE RECORDER OF THE SAID COUNTY OF ALAMEDA (HEREINAFTER REFERRED TO AS 4186 O.R. 156);

THENCE ALONG SAID GENERALLY SOUTHERLY LINE OF SAID PARCEL "S" (4186 O.R. 156), SOUTH 81°36'26" WEST, 1660.88 FEET TO THE POINT OF BEGINNING, CONTAINING 416,298 SQUARE FEET (9.557 ACRES), MORE OR LESS, MEASURED IN GROUND DISTANCES.

APN: 000-0507-006

PUBLIC TRUST PARCEL (PARCEL E)

PARCEL E

A PORTION OF PARCEL 1 AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED FOR NO-COST ECONOMIC DEVELOPMENT CONVEYANCE PARCEL, COUNTY OF ALAMEDA, CALIFORNIA, RECORDED AUGUST 8, 2003 AS DOC. NO. 2003466370 IN THE OFFICE OF THE RECORDER OF THE SAID COUNTY OF ALAMEDA (HEREINAFTER REFERRED TO AS DOC. 2003466370), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CITY OF OAKLAND MONUMENT NO. 7SE13, SAID MONUMENT BEING A PIN SET IN CONCRETE, IN A MONUMENT WELL MARKING THE INTERSECTION OF THE CENTERLINES OF MARITIME STREET AND 10TH STREET, AS SAID STREETS ARE SHOWN ON THAT UNRECORDED MAP ENTITLED "OAKLAND ARMY TERMINAL BOUNDARY MAP" PREPARED BY WILSEY & HAM ENGINEERS IN 1958 FOR THE U.S. ARMY CORPS OF ENGINEERS, FILE NO.

45-I-286 (HEREINAFTER REFERRED TO AS THE ARMY MAP), SAID MONUMENT IS FURTHER DESCRIBED AS BEING PORT OF OAKLAND MONUMENT ID H006 AS SHOWN UPON RECORD OF SURVEY 990, FILED FOR RECORD IN BOOK 18 OF RECORDS OF SURVEYS, AT PAGES 50-60, ALAMEDA COUNTY OFFICIAL RECORDS;

THENCE SOUTH 38°00'05" WEST, 989.35 FEET TO THE EASTERN MOST CORNER OF PARCEL SEVEN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED, RECORDED JUNE 15, 1999 AS DOC. NO. 99222447 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF ALAMEDA COUNTY (HEREINAFTER REFERRED TO AS DOC. 99222447), BEING A POINT ON THE LINE OF ORDINARY LOW TIDE IN THE BAY OF SAN FRANCISCO AS IT EXISTED ON THE 4TH DAY OF MAY IN THE YEAR 1852 (HEREINAFTER REFERRED TO AS THE AGREED LOW TIDE LINE OF 1852) AS DESCRIBED AND AGREED UPON IN CITY OF OAKLAND ORDINANCE NO. 3099 A CERTIFIED COPY OF WHICH WAS RECORDED ON OCTOBER 10, 1910 IN BOOK 1837 OF DEEDS, PAGE 84, IN THE OFFICE OF THE RECORDER OF THE SAID COUNTY OF ALAMEDA (HEREINAFTER REFERRED TO AS 1837 DEEDS 84), SAID POINT BEING MARKED BY A PIN SET IN CONCRETE IN A MONUMENT WELL, AS SHOWN ON SAID ARMY MAP;

THENCE ALONG SAID AGREED UPON LOCATION OF THE "AGREED LOW TIDE LINE OF 1852" (1837 DEEDS 84) NORTH 41°00'50" EAST 3829.19 FEET TO THE EASTERN MOST CORNER OF PARCEL 4 AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED FOR BERTH 21 SUBMERGED/UPLAND PROPERTY RECORDED AUGUST 8, 2003 AS DOC. NO. 2003466373 IN THE OFFICE OF THE RECORDER OF SAID COUNTY OF ALAMEDA (HEREINAFTER REFERRED TO AS DOC. 2003466373);

THENCE DEPARTING FROM SAID AGREED UPON LOCATION OF THE "AGREED LOW TIDE LINE OF 1852" (1837 DEEDS 84), NORTHWESTERLY ALONG THE NORTHEASTERN BOUNDARY, AND ITS NORTHWESTERLY EXTENSION OF SAID PARCEL 4 AND THE NORTHEASTERN BOUNDARY OF PARCEL 3 DESCRIBED IN SAID QUITCLAIM DEED (DOC. 2003466373), NORTH 48°48'07" WEST 1962.29 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE CONTINUING ALONG THE SAID NORTHEASTERN BOUNDARY OF PARCEL 3 (DOC. 2003466373), AND THE GENERALLY NORTHERN BOUNDARY OF SAID PARCEL 3 (DOC. 2003466373) THE FOLLOWING TWO COURSES:

1) NORTH 48°48'07" WEST 334.21 FEET;

2) THENCE SOUTH 81°26'43" WEST 354.67 FEET TO THE EASTERN MOST CORNER OF PARCEL 8 AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED FOR WEST MARITIME SUBMERGED PROPERTY RECORDED AUGUST 8, 2003 AS DOC. NO. 2003466374 IN THE OFFICE OF THE RECORDER OF THE SAID COUNTY OF ALAMEDA (HEREINAFTER REFERRED TO AS DOC. 2003466374);

THENCE DEPARTING FROM THE SAID GENERALLY NORTHERN BOUNDARY OF PARCEL 3 (DOC. 2003466373), WESTERLY AND SOUTHERLY ALONG THE NORTHERN AND WESTERN BOUNDARIES OF SAID PARCEL 8 (DOC. 2003466374), THE FOLLOWING THREE COURSES;

1) SOUTH 80°58'50" WEST, 241.56 FEET;

2) THENCE SOUTH 08°24'05" EAST, 40.51 FEET;

3) THENCE SOUTH 07°08'26" EAST, 42.27 FEET TO AN ANGLE POINT IN THE EXISTING FACE OF WHARF LOCATED AT THE PORTION OF THE FORMER OAKLAND ARMY BASE KNOWN AS PIER 8, BEING A POINT ON THE SAID GENERALLY NORTHERN BOUNDARY OF PARCEL 3 (DOC. 2003466373);

THENCE DEPARTING FROM THE SAID WESTERN BOUNDARY OF SAID PARCEL 8 (DOC. 2003466374), CONTINUING IN A GENERALLY WESTERLY DIRECTION ALONG THE EXISTING FACE OF WHARF OF SAID PIER 8 AND PIER 7, BEING THE SAID GENERALLY NORTHERN BOUNDARY OF PARCEL 3 (DOC. 2003466373) THE FOLLOWING SIX COURSES:

1) SOUTH 81°35'04" WEST, 751.30 FEET TO AN ANGLE POINT IN SAID FACE OF WHARF;

2) THENCE SOUTH 74°45'15" WEST, 80.05 FEET TO AN ANGLE POINT IN SAID FACE OF WHARF;

3) THENCE SOUTH 61°28'19" WEST, 85.21 FEET TO AN ANGLE POINT IN SAID FACE OF WHARF;

4) THENCE SOUTH 48°06'56" WEST, 79.89 FEET TO AN ANGLE POINT IN SAID FACE OF WHARF;

5) THENCE SOUTH 41°20'07" WEST, 1332.88 FEET TO AN ANGLE POINT IN SAID FACE OF WHARF;

6) THENCE NORTH 48°42'09" WEST, 259.68 FEET TO AN ANGLE POINT IN SAID FACE OF WHARF, SAID ANGLE POINT BEING AN ANGLE POINT IN THE WESTERLY BOUNDARY OF SAID PARCEL 1 (DOC. 2003466370);

THENCE DEPARTING FROM THE SAID GENERALLY NORTHERN BOUNDARY OF PARCEL 3 (DOC. 2003466370), CONTINUING ALONG THE SAID FACE OF WHARF OF PIER 7, SAID FACE OF WHARF BEING THE SAID WESTERN BOUNDARY OF PARCEL 1 (DOC. 2003466370), THE FOLLOWING TWO COURSES:

1) NORTH 41°16'18" EAST, 124.89 FEET TO AN ANGLE POINT IN SAID FACE OF WHARF;

2) NORTH 48°38'16" WEST, 249.42 FEET TO A POINT IN THE EXISTING WESTERLY PERIMETER FENCE LINE OF SAID PIER 7;

THENCE NORTHERLY ALONG THE SAID WESTERN PERIMETER FENCE LINE OF PIER 7, SAID PERIMETER FENCE BEING THE SAID WESTERN BOUNDARY OF PARCEL 1 (DOC. 2003466373), NORTH 20°41'10" WEST, 212.85 FEET;

THENCE DEPARTING FROM THE SAID WESTERN PERIMETER FENCE LINE OF PIER 7, SAID PERIMETER FENCE BEING THE SAID WESTERN BOUNDARY OF PARCEL 1 (DOC. 2003466373), SOUTH 48°40'48" EAST 552.26 FEET;

THENCE NORTH 41°23'42" EAST 1098.60 FEET;

THENCE NORTH 08°23'15" WEST 210.89 FEET TO A POINT ON THE SOUTHERN BOUNDARY OF PARCEL "S" AS DESCRIBED IN THAT CERTAIN INDENTURE AND CONVEYANCE BY AND BETWEEN THE STATE OF CALIFORNIA ACTING BY AND THROUGH IT'S DEPARTMENT OF PUBLIC WORKS AND THE CALIFORNIA TOLL BRIDGE AUTHORITY, AND CITY OF OAKLAND, ACTING BY AND THROUGH IT'S BOARD OF PORT COMMISSIONERS, RECORDED ON FEBRUARY 17, 1942 IN BOOK 4186 OF OFFICIAL RECORDS, AT PAGE 156 IN THE OFFICE OF THE RECORDER OF ALAMEDA COUNTY (HEREINAFTER REFERRED TO AS 4186 O.R. 156);
THENCE ALONG THE SOUTHERN BOUNDARY OF SAID PARCEL "S" (4186 O.R. 156), NORTH 81°36'26" EAST 2132.80 FEET;

THENCE DEPARTING FROM THE SAID SOUTHERN BOUNDARY OF PARCEL "S" (4186 O.R. 156), SOUTH 08°55'17" EAST 191.86 FEET;

THENCE SOUTH 41°08'50" WEST 319.69 FEET TO THE POINT OF BEGINNING, CONTAINING 728,996 SQUARE FEET (16.735 ACRES), MORE OR LESS, MEASURED IN GROUND DISTANCES.

BEARINGS AND DISTANCES CALLED FOR HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM, ZONE III, NORTH AMERICAN DATUM OF 1983 (1986 VALUES) AS SHOWN UPON THAT CERTAIN MAP ENTITLED RECORD OF SURVEY 990, FILED IN BOOK 18 OF RECORD OF SURVEYS, PAGES 50-60, ALAMEDA COUNTY RECORDS. TO OBTAIN GROUND LEVEL DISTANCES, MULTIPLY DISTANCES CALLED FOR HEREIN BY 1.0000705.

APN: 000-0507-001-07

BALDWIN YARD PARCEL (ADJUSTED PARCEL 14 TO INCLUDE PARCEL B-4)

ADJUSTED PARCEL 14

A PORTION OF THE PARCELS OF LAND DESCRIBED IN THAT CERTAIN INDENTURE BETWEEN THE SOUTHERN PACIFIC COMPANY AND THE UNITED STATES OF AMERICA, RECORDED APRIL 23, 1941, IN BOOK 4017 OF OFFICIAL RECORDS, PAGE 485 IN THE OFFICE OF THE RECORDER OF SAID ALAMEDA COUNTY (HEREINAFTER REFERRED TO AS 4017 O.R. 485); A PORTION OF THE LANDS DESCRIBED IN THAT CERTAIN FINAL JUDGMENT AS TO TRACT 1 AND AS TO LACK OF INTERESTS OF CERTAIN PERSONS AS TO PROPERTY SUBJECT TO THE ABOVE ACTION, UNITED STATES OF AMERICA VS. SANTA FE LAND AND IMPROVEMENT CO., SOUTHERN PACIFIC RAILROAD COMPANY ET AL., CASE NO. 23099-S, DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA, SOUTHERN DIVISION, RECORDED OCTOBER 22, 1951, IN BOOK 6566 OF OFFICIAL RECORDS, PAGE 301 IN THE OFFICE OF THE RECORDER OF SAID ALAMEDA COUNTY (HEREINAFTER REFERRED TO AS 6566 O.R. 301); A PORTION OF THE LANDS DESCRIBED IN THAT CERTAIN FINAL JUDGMENT AS TO INTERESTS OF DEFENDANT CITY OF OAKLAND, A MUNICIPAL CORPORATION, UNITED STATES OF AMERICA VS. CITY OF OAKLAND ET AL., CASE NO. 21758-L, CASE NO. 21930-L, CASE NO. 22084-L, DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA, SOUTHERN DIVISION, RECORDED FEBRUARY 24, 1960, REEL 032, IMAGE 660 OF OFFICIAL RECORDS IN THE OFFICE OF THE RECORDER OF SAID ALAMEDA COUNTY (HEREINAFTER REFERRED TO AS REEL:032, IMAGE:660); A PORTION OF THE LANDS DESCRIBED IN THAT CERTAIN FINAL JUDGMENT AS TO TRACT 5, UNITED STATES OF AMERICA VS. CITY OF OAKLAND, STATE OF CALIFORNIA ET AL., CASE NO. 21930-L, DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA, SOUTHERN DIVISION, RECORDED FEBRUARY 16, 1951 IN BOOK 6361 OF OFFICIAL RECORDS, PAGE 334 IN THE OFFICE OF THE RECORDER OF SAID ALAMEDA COUNTY HEREINAFTER REFERRED TO AS 6361 O.R. 334); A PORTION OF THE LANDS DESCRIBED IN THAT CERTAIN FINAL JUDGMENT AS TO PARCEL NO. 6, UNITED STATES OF AMERICA VS. CITY OF OAKLAND, STATE OF CALIFORNIA ET AL., CASE NO. 21930-L, DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA, SOUTHERN DIVISION, RECORDED MAY 23, 1960, REEL 092, IMAGE 111 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF SAID ALAMEDA COUNTY (HEREINAFTER REFERRED TO AS REEL:092, IMAGE:111), ALL OF WHICH ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CITY OF OAKLAND MONUMENT NO. 7SE13, SAID MONUMENT BEING A PIN

SET IN CONCRETE, IN A MONUMENT WELL MARKING THE INTERSECTION OF THE CENTERLINES OF MARITIME STREET AND 10TH STREET, AS SAID STREETS ARE SHOWN ON THAT UNRECORDED MAP ENTITLED "OAKLAND ARMY TERMINAL BOUNDARY MAP" PREPARED BY WILSEY & HAM ENGINEERS IN 1958 FOR THE U.S. ARMY CORPS OF ENGINEERS, FILE NO. 45-I-286 (HEREINAFTER REFERRED TO AS THE ARMY MAP), SAID MONUMENT IS FURTHER DESCRIBED AS BEING PORT OF OAKLAND MONUMENT ID H006 AS SHOWN UPON RECORD OF SURVEY 990, FILED FOR RECORD IN BOOK 18 OF RECORD OF SURVEYS, AT PAGES 50-60, ALAMEDA COUNTY OFFICIAL RECORDS;

THENCE NORTH 48°22'05" EAST, 5692.24 FEET TO THE NORTHERN MOST CORNER OF PARCEL 1, TRACT 1 AS DESCRIBED IN SAID FINAL JUDGMENT AS TO TRACT 1 AND AS TO LACK OF INTERESTS OF CERTAIN PERSONS AS TO PROPERTY SUBJECT TO THE ABOVE ACTION, UNITED STATES OF AMERICA VS. SANTA FE LAND AND IMPROVEMENT CO., SOUTHERN PACIFIC RAILROAD COMPANY ET AL., CASE NO. 23099-S (6566 O.R. 301), SAID CORNER BEING THE NORTHWESTERN TERMINUS OF THE COURSE DESCRIBED AS "NORTH 71°40'17" WEST 585.40 FEET" IN THE DESCRIPTION OF SAID PARCEL 1, TRACT 1 (6566 O.R. 301), AND BEING MARKED BY A 2 ½" BRASS DISK WITH PUNCH MARK STAMPED "CITY OF OAKLAND SURVEY STATION 8NW9" AS SHOWN ON RECORD OF SURVEY NO. 1705, FILED IN BOOK 26 OF RECORD OF SURVEYS, AT PAGE 1, ALAMEDA COUNTY OFFICIAL RECORDS;

THENCE ALONG THE NORTHWEST LINE OF SAID PARCEL 1, TRACT 1 (6566 O.R. 301) SOUTH 79°57'58" WEST, 9.41 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 599.96 FEET AND A CENTRAL ANGLE OF 20°37'16", FROM WHICH THE RADIUS POINT BEARS SOUTH 36°18'10" WEST, BEING THE POINT OF BEGINNING OF PARCEL 14 AS HEREIN DESCRIBED;

THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 215.93 FEET TO A POINT ON THE GENERALLY NORTHERN LINE OF PARCEL A AS DESCRIBED IN AN UNRECORDED "TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY" FROM THE MILITARY TRAFFIC MANAGEMENT COMMAND OF THE OAKLAND ARMY BASE TO THE 63RD R.S.C., DATED DECEMBER 17, 1998, SAID PARCEL A BEING COMMONLY REFERRED TO AS THE "SUBARU LOT" (SAID PARCEL A BEING HEREINAFTER REFERRED TO AS THE SUBARU LOT);

THENCE ALONG SAID GENERALLY NORTHERN LINE OF SAID PARCEL A (THE SUBARU LOT) THE FOLLOWING THIRTEEN COURSES:

1) NORTH 70°14'16" WEST, 59.22 FEET TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING MARKED BY A 1 ½" BRASS DISK WITH BOLT STAMPED "LS 6379";

2) NORTH 69°21'45" WEST, 49.64 FEET TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING MARKED BY A 1 ½" BRASS DISK WITH BOLT STAMPED "LS 6379";

3) NORTH 63°28'21" WEST, 40.88 FEET TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING MARKED BY A ¾" BRASS TAG IN CONCRETE STAMPED "LS 6379";

4) NORTH 66°07'36" WEST, 44.94 FEET TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING MARKED BY A 1 ½" BRASS DISK WITH BOLT STAMPED "LS 6379";

5) NORTH 69°32'54" WEST, 44.74 FEET TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING MARKED BY A 1 ½" BRASS DISK WITH BOLT STAMPED "LS 6379";

6) NORTH 72°38'25" WEST, 67.85 FEET TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING MARKED BY A 1 ½" BRASS DISK WITH BOLT STAMPED "LS 6379";

7) NORTH 70°15'39" WEST, 49.25 FEET TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING MARKED BY A 1" IRON PIPE WITH PLUG STAMPED "LS 6379";

8) SOUTH 80°41'00" WEST, 170.83 FEET TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING MARKED BY A 1" IRON PIPE WITH PLUG STAMPED "LS 6379";

9) NORTH 87°09'05" WEST, 415.50 FEET TO BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 299.98 FEET AND A CENTRAL ANGLE OF 25°11'31", SAID BEGINNING OF CURVE BEING MARKED BY A 1" IRON PIPE WITH PLUG STAMPED "LS 6379";

10) ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 131.90 FEET;

11) SOUTH 67°39'24" WEST, 25.68 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 199.99 FEET AND A CENTRAL ANGLE OF 39°56'30", SAID BEGINNING OF CURVE BEING MARKED BY A 1" IRON PIPE WITH PLUG AND TACK STAMPED "LS 6379";

12) ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 139.42 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 29°55'43", SAID BEGINNING OF CURVE BEING MARKED BY A 1 ½" BRASS DISK AND SPIKE STAMPED "LS 6379";

13) ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 10.45 FEET TO THE INTERSECTION OF SAID CURVE WITH THE GENERALLY NORTHEASTER LINE OF SAID PARCEL 56444 (DOC. 2002072863), BEING A POINT ON THE COURSE DESCRIBED AS "SOUTH 65°41'47" EAST 135.08 FEET" IN THE DESCRIPTION OF SAID PARCEL 56444 (DOC. 2002072863);

THENCE ALONG SAID GENERALLY NORTHEASTERN LINE OF SAID PARCEL 56444 (DOC. 2002072863) THE FOLLOWING SEVEN COURSES:

1) NORTH 65°41'40" WEST, 109.04 FEET TO AN ANGLE POINT IN SAID LINE;

2) NORTH 49°47'18" WEST, 162.81 FEET TO AN ANGLE POINT IN SAID LINE;

3) NORTH 54°46'46" WEST, 103.19 FEET TO AN ANGLE POINT IN SAID LINE, SAID ANGLE POINT BEING MARKED BY A 1" IRON PIPE AND CALTRANS CAP AS SHOWN ON RECORD OF SURVEY NO. 1687 FILED IN BOOK 25 OF RECORDS OF SURVEYS, AT PAGES 58-69, ALAMEDA COUNTY OFFICIAL RECORDS;

4) NORTH 47°07'33" WEST, 55.66 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1160.00 FEET AND A CENTRAL ANGLE OF 12°07'10", SAID BEGINNING OF CURVE BEING MARKED BY A 1" IRON PIPE AND CALTRANS CAP AS SHOWN ON SAID RECORD OF SURVEY NO. 1687;

5) ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 245.37 FEET TO AN ANGLE POINT IN SAID LINE FROM WHICH THE RADIUS POINT BEARS SOUTH 30°45'17" WEST, SAID ANGLE POINT BEING MARKED BY A 1" IRON PIPE AND CALTRANS CAP AS SHOWN ON SAID RECORD OF SURVEY NO. 1687;

6) NORTH 59°14'43" WEST, 262.30 FEET TO AN ANGLE POINT IN SAID LINE, SAID ANGLE POINT BEING MARKED BY A 1" IRON PIPE AND CALTRANS CAP AS SHOWN ON SAID RECORD OF SURVEY NO. 1687;

7) NORTH 57°29'34" WEST, 66.49 FEET TO A POINT ON THE GENERALLY NORTHERN LINE OF

"PARCEL 3, BALDWIN YARD" AS SHOWN ON RECORD OF SURVEY NO. 1704, FILED IN BOOK 26 OF RECORD OF SURVEYS, AT PAGE 65, ALAMEDA COUNTY OFFICIAL RECORDS (HEREINAFTER REFERRED TO AS THE BALDWIN YARD), BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1252.80 FEET AND A CENTRAL ANGLE OF 8°05'48", FROM WHICH BEGINNING THE RADIUS POINT BEARS SOUTH 08°32'47" EAST;

THENCE DEPARTING FROM SAID GENERALLY NORTHEASTERN LINE OF SAID PARCEL 56444 (DOC. 2002072863), ALONG THE SAID GENERALLY NORTHERN LINE OF SAID BALDWIN YARD, THE FOLLOWING THREE COURSES:

1) ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 177.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 3336.10 FEET AND A CENTRAL ANGLE OF 19°16'27", FROM WHICH THE RADIUS POINT BEARS SOUTH 00°34'42" EAST;

2) ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 1122.26 FEET TO AN ANGLE POINT IN SAID LINE FROM WHICH THE RADIUS POINT BEARS SOUTH 18°41'45" WEST;

3) SOUTH 71°17'43" EAST, 326.69 FEET TO AN ANGLE POINT IN SAID LINE;

THENCE DEPARTING FROM SAID GENERALLY NORTHERN LINE, SOUTH 70°28'52" EAST, 223.98 FEET TO A POINT ON THE NORTHWEST LINE OF PARCEL 2, TRACT 14 AS DESCRIBED IN SAID FINAL JUDGMENT AS TO INTERESTS OF DEFENDANT CITY OF OAKLAND, A MUNICIPAL CORPORATION, UNITED STATES OF AMERICA VS. CITY OF OAKLAND ET AL., CASE NO. 21758-L, CASE NO. 21930-L, CASE NO. 22084-L (REEL: 32, IMAGE:660) ALSO BEING THE NORTHWEST LINE OF FORMER 34TH STREET (NOW WAKE AVENUE);

THENCE ALONG SAID NORTHWEST LINE OF SAID PARCEL 2, TRACT 14 (REEL: 32, IMAGE:660), NORTH 79°57'58" EAST, 36.10 FEET TO THE EASTERN MOST CORNER OF SAID LANDS DESCRIBED IN SAID FINAL JUDGMENT AS TO PARCEL NO. 6, UNITED STATES OF AMERICA VS. CITY OF OAKLAND, STATE OF CALIFORNIA, ET AL., CASE NO. 21930-L (REEL: 92, IMAGE: 111);

THENCE DEPARTING FROM SAID NORTHWEST LINE OF SAID PARCEL 2, TRACT 14 (REEL: 32, IMAGE:660), SOUTH 13°11'35" EAST, 60.09 FEET TO A POINT ON THE SOUTHEAST LINE OF SAID PARCEL 2, TRACT 14, ALSO BEING THE SOUTHWEST LINE OF FORMER 34TH STREET (NOW WAKE AVENUE);

THENCE ALONG SAID SOUTHEAST LINE OF SAID PARCEL 2, TRACT 14 (REEL: 32, IMAGE:660), NORTH 79°57'58" EAST, 2.13 FEET TO THE POINT OF BEGINNING.

BEARINGS AND DISTANCES CALLED FOR HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM, ZONE III, NORTH AMERICAN DATUM OF 1983 (1986 VALUES) AS SHOWN UPON THAT CERTAIN MAP ENTITLED RECORD OF SURVEY 990, FILED IN BOOK 18 OF RECORD OF SURVEYS, PAGES 50-60, ALAMEDA COUNTY RECORDS. TO OBTAIN GROUND LEVEL DISTANCES, MULTIPLY DISTANCES CALLED FOR HEREIN BY 1.0000705.

APN: 000-0507-004-04 AND 000-0507-004-01

SUBARU PARCEL (ADJUSTED PARCEL 15-B TO INCLUDE PARCEL B-1)

ADJUSTED PARCEL 15-B

A PORTION OF THE PARCELS OF LAND DESCRIBED IN THAT CERTAIN INDENTURE BETWEEN THE SOUTHERN PACIFIC COMPANY AND THE UNITED STATES OF AMERICA, RECORDED APRIL 23, 1941, IN BOOK 4017 OF OFFICIAL RECORDS, PAGE 485 IN THE OFFICE OF THE RECORDER OF SAID ALAMEDA COUNTY (HEREINAFTER REFERRED TO AS 4017 O.R. 485); A PORTION OF THE LANDS DESCRIBED IN THAT CERTAIN FINAL JUDGMENT AS TO INTERESTS OF DEFENDANT CITY OF OAKLAND, A MUNICIPAL CORPORATION, UNITED STATES OF AMERICA VS. CITY OF OAKLAND, ET AL., CASE NO. 21758-L, CASE NO. 21930-L, CASE NO. 22084-L, DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA, SOUTHERN DIVISION, RECORDED FEBRUARY 24, 1960, REEL 032, IMAGE 660 OF OFFICIAL RECORDS IN THE OFFICE OF THE RECORDER OF SAID ALAMEDA COUNTY (HEREINAFTER REFERRED TO AS REEL: 32, IMAGE:660); A PORTION OF THE LANDS DESCRIBED IN THAT CERTAIN FINAL JUDGMENT AS TO PARCEL NO. 6, UNITED STATES OF AMERICA VS. CITY OF OAKLAND, STATE OF CALIFORNIA, ET AL., CASE NO. 21930-L, DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA, SOUTHERN DIVISION, RECORDED MAY 23, 1960, REEL 092, IMAGE 111 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF SAID ALAMEDA COUNTY (HEREINAFTER REFERRED TO AS REEL:092, IMAGE:111), ALL OF WHICH ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CITY OF OAKLAND MONUMENT NO. 7SE13, SAID MONUMENT BEING A PIN SET IN CONCRETE IN A MONUMENT WELL MARKING THE INTERSECTION OF THE CENTERLINES OF MARITIME STREET AND 10TH STREET, AS SAID STREETS ARE SHOWN ON THAT UNRECORDED MAP ENTITLED "OAKLAND ARMY TERMINAL BOUNDARY MAP" PREPARED BY WILSEY & HAM ENGINEERS IN 1958 FOR THE U.S. ARMY CORPS OF ENGINEERS, FILE NO. 45-I-286 (HEREINAFTER REFERRED TO AS THE ARMY MAP), SAID MONUMENT ALSO BEING PORT OF OAKLAND MONUMENT ID H006 AS SHOWN UPON RECORD OF SURVEY 990, FILED FOR RECORD IN BOOK 18 OF RECORDS OF SURVEYS, AT PAGES 50-60, ALAMEDA COUNTY OFFICIAL RECORDS;

THENCE NORTH 48°22'05" EAST, 5692.24 FEET TO THE NORTHERN MOST CORNER OF PARCEL 1, TRACT 1 AS DESCRIBED IN SAID FINAL JUDGMENT AS TO TRACT 1 AND AS TO LACK OF INTERESTS OF CERTAIN PERSONS AS TO PROPERTY SUBJECT TO THE ABOVE ACTION, UNITED STATES OF AMERICA VS. SANTA FE LAND AND IMPROVEMENT CO., SOUTHERN PACIFIC RAILROAD COMPANY, ET AL., CASE NO. 23099-S, DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA, SOUTHERN DIVISION, RECORDED OCTOBER 22, 1951 IN BOOK 6566 OF OFFICIAL RECORDS, PAGE 301 IN THE OFFICE OF THE RECORDER OF SAID ALAMEDA COUNTY (HEREINAFTER REFERRED TO AS 6566 O.R. 301), SAID CORNER BEING THE NORTHWEST TERMINUS OF THE COURSE DESCRIBED AS "NORTH 71°40'17" WEST 585.40 FEET" IN THE DESCRIPTION OF SAID PARCEL 1, TRACT 1 (6566 O.R. 301), SAID CORNER BEING MARKED BY A 2 ½" BRASS DISK WITH PUNCH MARK STAMPED "CITY OF OAKLAND SURVEY STATION 8NW9" AS SHOWN ON RECORD OF SURVEY NO. 1705, FILED IN BOOK 26 OF RECORDS OF SURVEYS, AT PAGE 1, ALAMEDA COUNTY OFFICIAL RECORDS;

THENCE SOUTH 57°59'13" EAST, 432.18 FEET TO A POINT ON THE GENERALLY NORTHEASTERN LINE OF PARCEL A AS DESCRIBED IN AN UNRECORDED "TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY" FROM THE MILITARY TRAFFIC MANAGEMENT COMMAND OF THE OAKLAND ARMY BASE TO THE 63RD R.S.C., DATED DECEMBER 17, 1998, SAID PARCEL A BEING COMMONLY REFERRED TO AS THE "SUBARU LOT" (SAID PARCEL A WILL HEREINAFTER BE REFERRED TO AS THE SUBARU LOT), BEING A POINT ON THE COURSE DESCRIBED AS "SOUTH 71°25'25" EAST, 87.02 FEET" IN THE DESCRIPTION OF SAID PARCEL A (THE SUBARU LOT), SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 444.22 FEET AND A CENTRAL ANGLE OF 25°38'05", FROM WHICH THE RADIUS POINT BEARS SOUTH 57°14'39" WEST, AND BEING THE POINT OF

BEGINNING OF PARCEL 15B AS HEREIN DESCRIBED;

THENCE DEPARTING FROM SAID NORTHEASTERN LINE OF SAID PARCEL A (THE SUBARU LOT) ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 198.75 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 426.09 FEET AND A CENTRAL ANGLE OF 41°30'48";

THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 308.72 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 906.45 FEET AND A CENTRAL ANGLE OF 4°28'14";

THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 70.73 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 302.83 FEET AND A CENTRAL ANGLE OF 16°33'59";

THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 87.56 FEET TO AN ANGLE POINT FROM WHICH THE RADIUS POINT BEARS NORTH 34°34'15" WEST, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1542.01 FEET AND A CENTRAL ANGLE OF 6°28'40", FROM WHICH BEGINNING THE RADIUS POINT BEARS NORTH 37°30'42" WEST;

THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 174.33 FEET TO A POINT ON THE GENERALLY NORTHEASTERN LINE OF PARCEL 56444 AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED, RECORDED ON FEBRUARY 13, 2002 AS DOCUMENT NO. 2002-072863 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF ALAMEDA COUNTY (HEREINAFTER REFERRED TO AS DOC. 2002-072863), SAID POINT BEING AN ANGLE POINT FROM WHICH THE RADIUS POINT BEARS NORTH 31°02'02" WEST, AND ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1647.00 FEET AND A CENTRAL ANGLE OF 2°40'12", FROM WHICH BEGINNING THE RADIUS POINT BEARS SOUTH 40°40'27" WEST;

THENCE ALONG THE GENERALLY NORTHEASTERN LINE OF SAID PARCEL 56444 (DOC. 2002-072863) THE FOLLOWING EIGHT COURSES:

1) ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 76.75 FEET TO AN ANGLE POINT FROM WHICH THE RADIUS POINT BEARS SOUTH 38°00'16" WEST, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1647.00 FEET AND A CENTRAL ANGLE OF 7°24'24", FROM WHICH BEGINNING THE RADIUS POINT BEARS SOUTH 39°39'54" WEST;

2) ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 212.91 FEET TO A POINT OF TANGENCY;

3) NORTH 57°44'30" WEST, 113.40 FEET TO AN ANGLE POINT;

4) NORTH 49°58'48" WEST, 124.70 FEET TO AN ANGLE POINT;

5) NORTH 59°26'20" WEST, 696.99 FEET TO AN ANGLE POINT;

6) NORTH 38°53'13" WEST, 28.48 FEET TO AN ANGLE POINT;

7) NORTH 59°26'21" WEST, 95.01 FEET TO AN ANGLE POINT;

8) NORTH 65°41'40" WEST, 26.04 FEET TO A POINT ON THE GENERALLY NORTHWESTERN

LINE OF SAID PARCEL A (THE SUBARU LOT), SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 29°55'43", FROM WHICH BEGINNING THE RADIUS POINT BEARS NORTH 87°47'11" EAST;

THENCE ALONG THE NORTHWESTERN, NORTHERN AND NORTHEASTERN LINES OF SAID PARCEL A (THE SUBARU LOT) THE FOLLOWING SIXTEEN COURSES:

1) ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 10.45 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 199.99 FEET AND A CENTRAL ANGLE OF 39°56'30", SAID POINT OF COMPOUND CURVATURE BEING MARKED BY A 1 ½" BRASS DISK AND SPIKE STAMPED "LS 6379";

2) ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 139.42 FEET TO A POINT OF TANGENCY MARKED BY A 1" IRON PIPE WITH PLUG AND TACK STAMPED "LS 6379";

3) NORTH 67°39'24" EAST, 25.68 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 299.98 FEET AND A CENTRAL ANGLE OF 25°11'31";

4) ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 131.90 FEET TO A POINT OF TANGENCY MARKED BY A 1" IRON PIPE WITH PLUG STAMPED "LS 6379";

5) SOUTH 87°09'05" EAST, 415.50 FEET TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING MARKED BY A 1" IRON PIPE WITH PLUG STAMPED "LS 6379";

6) NORTH 80°41'00" EAST, 170.83 FEET TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING MARKED BY A 1" IRON PIPE WITH PLUG STAMPED "LS 6379";

7) SOUTH 70°15'39" EAST, 49.25 FEET TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING MARKED BY A 1 ½" BRASS DISK WITH BOLT STAMPED "LS 6379";

8) SOUTH 72°38'25" EAST, 67.85 FEET TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING MARKED BY A 1 ½" BRASS DISK WITH BOLT STAMPED "LS 6379";

9) SOUTH 69°32'54" EAST, 44.74 FEET TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING MARKED BY A 1 ½" BRASS DISK WITH BOLT STAMPED "LS 6379";

10) SOUTH 66°07'36" EAST, 44.94 FEET TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING MARKED BY A ¾" BRASS TAG IN CONCRETE STAMPED "LS 6379";

11) SOUTH 63°28'21" EAST, 40.88 FEET TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING MARKED BY A 1 ½" BRASS DISK WITH BOLT STAMPED "LS 6379";

12) SOUTH 69°21'45" EAST, 49.64 FEET TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING MARKED BY A 1 ½" BRASS DISK WITH BOLT STAMPED "LS 6379";

13) SOUTH 70°14'16" EAST, 101.26 FEET TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING MARKED BY A 1 ½" BRASS DISK WITH BOLT STAMPED "LS 6379";

14) SOUTH 71°46'24" EAST, 32.44 FEET TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING MARKED BY A 1 ½" BRASS DISK WITH BOLT STAMPED "LS 6379";

15) SOUTH 74°35'56" EAST, 103.17 FEET TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING MARKED BY A 1 ½" BRASS DISK WITH BOLT STAMPED "LS 6379";

16) SOUTH 71°25'40" EAST, 61.59 FEET TO THE POINT OF BEGINNING.

BEARINGS AND DISTANCES CALLED FOR HEREIN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM, ZONE III, NORTH AMERICAN DATUM OF 1983 (1986 VALUES) AS SHOWN UPON THAT CERTAIN MAP ENTITLED RECORD OF SURVEY 990, FILED IN BOOK 18 OF RECORD OF SURVEYS, PAGES 50-60, ALAMEDA COUNTY RECORDS UNLESS OTHERWISE INDICATED. TO OBTAIN GROUND LEVEL DISTANCES, MULTIPLY DISTANCES CALLED FOR HEREIN BY 1.0000705.

APN: 000-0507-008 AND 000-0507-005

NOTICE I

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

NOTICE II

As of January 1, 1991, if the transaction which is the subject of this report will be a sale, you as a party to the transaction, may have certain tax reporting and withholding obligations pursuant to the state law referred to below:

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to three and one-third percent of the sales price in the case of the disposition of California real property interest by either:

1. A seller who is an individual with a last known street address outside of California or when the disbursement instructions authorize the proceeds be sent to a financial intermediary of the seller, OR
2. A corporate seller which has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars ($500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars ($100,000), OR
2. The seller executes a written certificate, under the penalty of perjury, certifying that the seller is a resident of California, or if a corporation, has a permanent place of business in California, OR
3. The seller, who is an individual, executes a written certificate, under the penalty of perjury, that the California real property being conveyed is the seller's principal residence (as defined in Section 1034 of the Internal Revenue Code).

The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

The California statutes referenced above include provisions which authorize the Franchise Tax Board to grant reduced withholding and waivers from withholding on a case-by-case basis.

The parties to this transaction should seek an attorney's, accountant's, or other tax specialist's opinion concerning the effect of this law on this transaction and should not act on any statements made or omitted by the escrow or closing officer.

The Seller May Request a Waiver by Contacting:
Franchise Tax Board
Withhold at Source Unit
P.O. Box 651
Sacramento, CA 95812-0651
(916) 845-4900

Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or

created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:
Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970 WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970 WITH REGIONAL EXCEPTIONS

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:
Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
   (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
   (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
   (a) to timely record the instrument of transfer; or
   (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
   (a) created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
   (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
   (a) to timely record the instrument of transfer; or
   (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:
Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL
TITLE INSURANCE POLICY - 1987
EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
   * land use
   * land division
   * improvements on the land
   * environmental protection

   This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.
   This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:

* a notice of exercising the right appears in the public records on the Policy Date
* the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.

3. Title Risks:
* that are created, allowed, or agreed to by you
* that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
* that result in no loss to you
* that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.
5. Lack of a right:
* to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
* in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

11. EAGLE PROTECTION OWNER'S POLICY

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

Covered Risks 14 (Subdivision Law Violation). 15 (Building Permit). 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:

a. building	b. zoning
c. land use	d. improvements on the land
e. land division	f. environmental protection

This exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
This exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
a. a notice of exercising the right appears in the Public Records at the Policy Date; or
b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
c. that result in no loss to You; or
d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
b. in streets, alleys, or waterways that touch the Land.
This exclusion does not limit the coverage described in Covered Risk 11 or 18.

12. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE WITH EAGLE PROTECTION ADDED

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or area of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under insuring provisions 14, 15, 16 and 24 of this policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a

defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under insuring provisions 14, 15, 16 and 24 of this policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) created, suffered, assumed or agreed to by the Insured Claimant;
   (b) not known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (this paragraph (d) does not limit the coverage provided under insuring provisions 7, 8, 16, 17, 19, 20, 21, 23, 24 and 25); or
   (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon:
   (a) usury, except as provided under insuring provision 10 of this policy; or
   (b) any consumer credit protection or truth in lending law.
6. Taxes or assessments of any taxing or assessment authority which become a lien on the Land subsequent to Date of Policy.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
   (b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
   (c) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
   (i) to timely record the instrument of transfer; or
   (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.
8. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided under insuring provision 7.
9. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting title, the existence of which are Known to the Insured at:
   (a) The time of the advance; or
   (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than **it would have** been before the modification.
   This exclusion does not limit the coverage provided under insuring provision 7.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Environmental protection liens provided for by the following existing statutes, which liens will have priority over the lien of the Insured Mortgage when they arise: NONE.

11. EAGLE PROTECTION OWNER'S POLICY

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008

Covered Risks 16 (Subdivision Law Violation). 18 (Building Permit). 19 (Zoning) and 21 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
   a. building
   b. zoning
   c. land use
   d. improvements on the land
   e. land division
   f. environmental protection

   This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;

b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the policy Date;

c. that result in no loss to You; or

d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.
6. Lack of a right:

a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and

b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16: 1% of Policy Amount or $5,000.00 (whichever is less)	$10,000.00
Covered Risk 18: 1% of Policy Amount or $5,000.00 (whichever is less)	$25,000.00
Covered Risk 19: 1% of Policy Amount or $5,000.00 (whichever is less)	$25,000.00
Covered Risk 21: 1% of Policy Amount or $2,500.00 (whichever is less)	$5,000.00

12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or(iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
   (b)Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
   (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
(i) the occupancy, use, or enjoyment of the Land;
(ii) the character, dimensions, or location of any improvement erected on the Land;
(iii) the subdivision of land; or
(iv) environmental protection;
or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
(a) created, suffered, assumed, or agreed to by the Insured Claimant;
(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
(c) resulting in no loss or damage to the Insured Claimant;
(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors? rights laws, that the transaction creating the lien of the Insured Mortgage, is
(a) a fraudulent conveyance or fraudulent transfer, or
(b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:
1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006 EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
(i) the occupancy, use, or enjoyment of the Land;
(ii) the character, dimensions, or location of any improvement erected on the Land;
(iii) the subdivision of land; or
(iv) environmental protection;or the effect of any violation of these laws, ordinances,
or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
(c) resulting in no loss or damage to the Insured Claimant;
(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors? rights laws, that the transaction vesting the Title as shown in Schedule A, is
(a) a fraudulent conveyance or fraudulent transfer; or
(b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

EXHIBIT 1.5.1
TO
GROUND LEASE
FOR
[CENTRAL GATEWAY OR EAST GATEWAY, AS APPLICABLE]

DESCRIPTION OF RAILROAD CROSSINGS

[See Attached]

[Note: Prior to the execution of this Lease, the legal descriptions and plats shall be updated to be consistent with the Parcel Map approved and recorded pursuant to Section 2.4 of the LDDA.]

EXHIBIT 1.5.1

RAILROAD CROSSINGS

Land Description of a parcel of land situate in the City of Oakland, County of Alameda, State of California, and being a portion of Parcel C as shown upon Parcel Map 10095 filed on _____, in Book ____ of Parcel Maps at Pages _____ Official Records of said County, and being more particularly described as follows:

Beginning at the northwest corner of said Parcel C, same corner being on a curve to the right from which point the center bears South 10° 26' 27" West; Thence along the north line of Parcel C in a southeasterly direction 78.04 feet along the arc of said curve to the right, having a radius of 3316.09 feet and through a central angle of 01° 20' 54" to the northeast corner of Parcel C; Thence along the east line of Parcel C, South 12° 35' 53" West – 58.50 feet for the beginning of a curve to the left, from which point the center bears South 12° 54' 26" West; Thence across Parcel C in a northwesterly direction 78.00 feet along the arc of said curve to the left, having a radius of 2844.93 feet and through a central angle of 01° 34' 15" to a point on the west line of Parcel C; Thence along said west line, North 12° 35' 53" East – 57.13 feet to **POINT OF BEGINNING,** containing 4,508 square feet (0.1 acres), more or less, measured in ground distances, as depicted on the Plat labeled (Exhibit "B" Easement 8 – Railroad Right of Way), attached and hereby made part of the land description.

Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Official Records of the said County of Alameda. To obtain ground level distances, multiply distances called for herein by 1.0000705.

End of Description

This description and its accompanying plat were prepared by me, or under my direction, in June 2012.

_____ _____

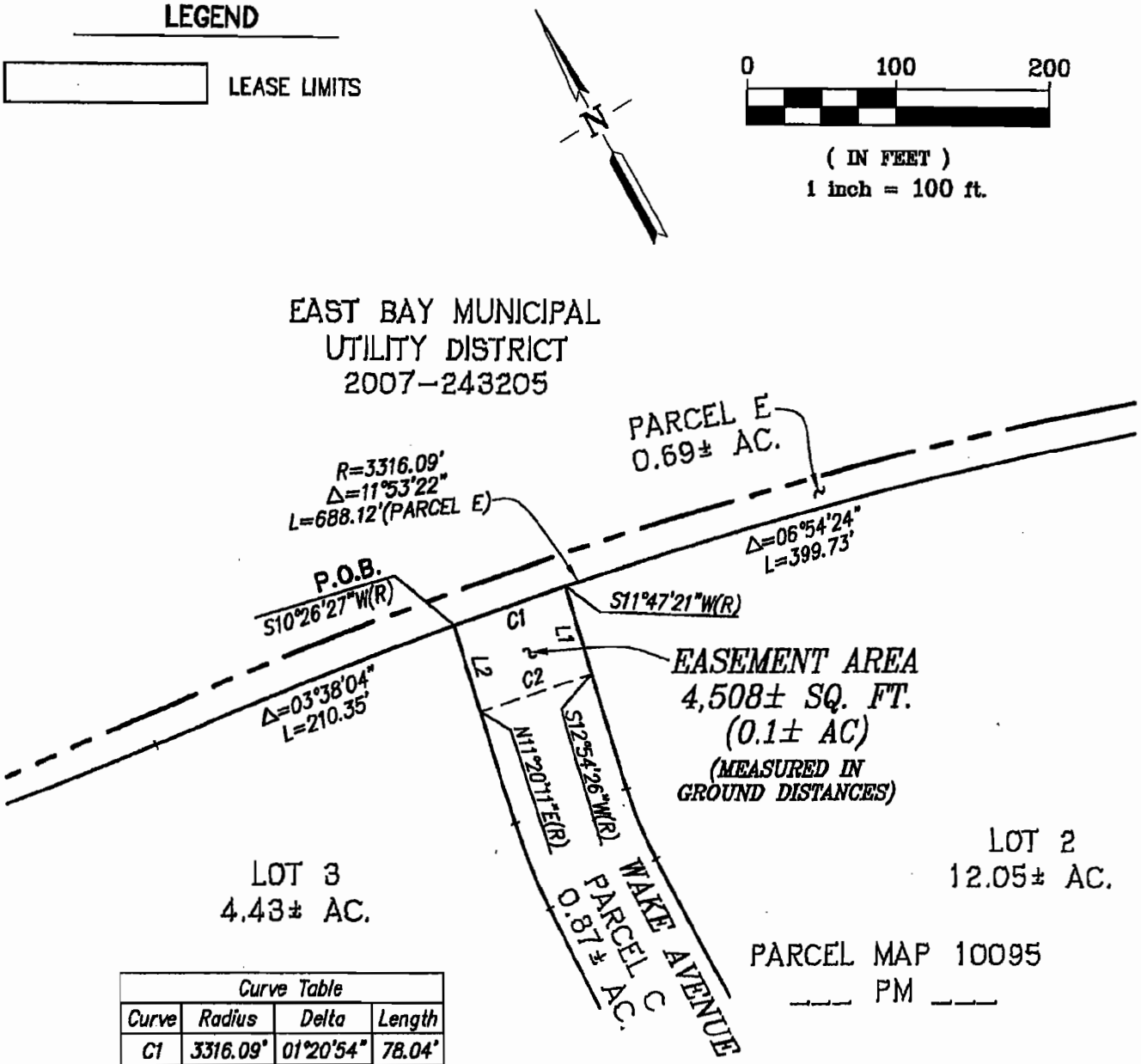
Scott A. Shortlidge, LS 6441 Date

LEGEND

LEASE LIMITS

0 100 200

(IN FEET)
1 inch = 100 ft.



Curve Table			
Curve	Radius	Delta	Length
C1	3316.09'	01°20'54"	78.04'
C2	2844.93'	01°34'15"	78.00'

Line Table		
Line	Bearing	Distance
L1	S12°35'53"W	58.50'
L2	N12°35'53"E	57.13'

NOTE

BEARINGS AND DISTANCES ARE BASED ON RECORD OF SURVEY NO. 990. ALL DISTANCES SHOWN OR DERIVED FROM THIS DRAWING ARE GRID. TO OBTAIN GROUND LEVEL DISTANCES MULTIPLY BY 1.0000705.

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EXHIBIT 1.5.1

RAILROAD CROSSINGS

CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1"=100'	9-5-2012	111069

EXHIBIT 1.5.1

RAILROAD CROSSINGS

Land Description of a parcel of land situate in the City of Oakland, County of Alameda, State of California, and being a portion of Parcel B as shown upon Parcel Map 10095 filed on _____, in Book ____ of Parcel Maps at Pages _____ Official Records of said County, and being more particularly described as follows:

Beginning at a northerly corner of Lot 7 as shown upon Parcel Map 10095 filed on _____, in Book ____ of Parcel Maps at Pages _____ Official Records of said County, same corner being at the northern terminus of the course labeled "North 68° 30' 30" East – 205.60 feet"; Thence across Parcel B, North 68° 30' 30" East – 221.37 feet to a point on the northerly curving line of Parcel B, from which point the center bears South 18° 42' 13" West; Thence with the north curving line of Parcel B 90.60 feet along the arc of said curve to the right, having a radius of 343.00 feet and through a central angle of 15° 08' 04"; Thence across Parcel B for the following three (3) courses: (1) South 82° 05' 31" West – 6.61 feet for the beginning of a curve to the left, from which point the center bears South 10° 58' 37" East, (2) in a southwesterly direction 109.33 feet along the arc of said curve to the left, having a radius of 615.84 feet and through a central angle of 10° 10' 18", and (3) South 68° 34' 54" West – 6.38 feet to a point on the southerly curving line of Parcel B, being a curve to the left from which point the center bears South 16° 18' 46" West; Thence with the curving southerly line of Parcel B in a westerly direction 172.87 feet along the arc of said curve to the left, having a radius of 262.00 feet and through a central angle of 37° 48' 16" to **POINT OF BEGINNING,** containing 8,096 square feet (0.1 acres), more or less, measured in ground distances, as depicted on the Plat labeled (Exhibit "B" Easement 9 – Railroad Right of Way), attached and hereby made part of the land description.

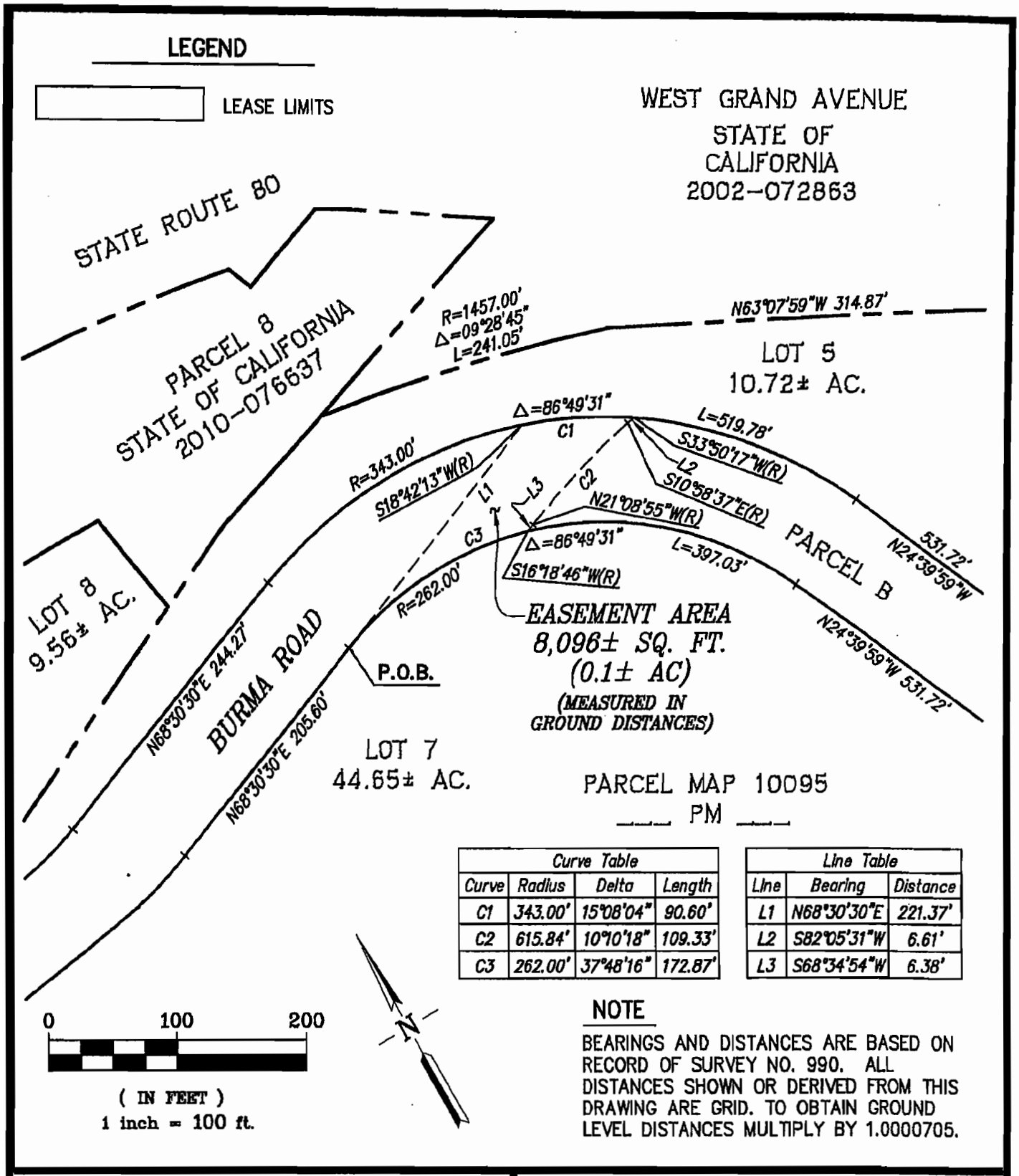
Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Official Records of the said County of Alameda. To obtain ground level distances, multiply distances called for herein by 1.0000705.

End of Description

This description and its accompanying plat were prepared by me, or under my direction, in June 2012.

_____ _____

Scott A. Shortlidge, LS 6441 Date



Curve Table			
Curve	Radius	Delta	Length
C1	343.00'	15°08'04"	90.60'
C2	615.84'	10°10'18"	109.33'
C3	262.00'	37°48'16"	172.87'

Line Table		
Line	Bearing	Distance
L1	N68°30'30"E	221.37'
L2	S82°05'31"W	6.61'
L3	S68°34'54"W	6.38'

NOTE

BEARINGS AND DISTANCES ARE BASED ON RECORD OF SURVEY NO. 990. ALL DISTANCES SHOWN OR DERIVED FROM THIS DRAWING ARE GRID. TO OBTAIN GROUND LEVEL DISTANCES MULTIPLY BY 1.0000705.

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EXHIBIT 1.5.1

RAILROAD CROSSINGS

CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1"=100'	6-15-2012	111069

EXHIBIT 3.1
TO
GROUND LEASE
FOR
[CENTRAL GATEWAY OR EAST GATEWAY, AS APPLICABLE]

SCOPE OF DEVELOPMENT FOR CENTRAL GATEWAY

1. Trade & Logistics Uses: Trade and logistics facilities (warehouse, distribution and related facilities), including, but not limited to, general purpose warehouses, cold and refrigerated storage, container freight stations, deconsolidation facilities, truck terminals, and regional distribution centers (collectively, "Trade & Logistics Uses"). Subject to Section 6.1 of this Lease, Tenant shall have the right to develop and operate up to a maximum Floor Area of 500,210 square feet of Trade & Logistics Uses (subject to increase pursuant to Section 6.1.3 of this Lease) at any permissible FAR.

2. Ancillary Uses: Tenant also may develop and operate, as uses that are ancillary and related to Trade & Logistics Uses, trailer and container cargo storage and movement, chassis pools, open storage and open truck parking, and other ancillary uses (collectively, "Ancillary Uses"); provided, however, that Ancillary Uses shall not be deemed part of Trade & Logistics Uses for purposes of Tenant's satisfaction of its Minimum Project and other obligations under Section 6.1.

3. Conditional Uses: Trailer and container cargo storage and movement, chassis pools, open storage and open truck parking (collectively, "Conditional Uses"); provided, however, that:

3.1 Conditional Uses may only be developed and operated independent of Trade & Logistics Uses on the continuing condition that, and for so long as, Tenant is in compliance with its Minimum Project and other obligations under Section 6.1 (unless such condition is waived in writing by Landlord in Landlord's sole and absolute discretion); and

3.2 Conditional Uses shall not be deemed part of Trade & Logistics Uses for purposes of Tenant's satisfaction of its Minimum Project and other obligations under Section 6.1.

4. Support Improvements. Private circulation, utility and rail spur improvements consistent with the Master Plan and ancillary and supplemental to the Public Improvements constructed by Landlord prior to the Commencement Date (collectively, "Support Improvements"); provided, however, that Support Improvements shall not be deemed part of Trade & Logistics Uses for purposes of Tenant's satisfaction of its Minimum Project and other obligations under Section 6.1.

EXHIBIT 3.1
TO
GROUND LEASE
FOR
[CENTRAL GATEWAY OR EAST GATEWAY, AS APPLICABLE]

SCOPE OF DEVELOPMENT FOR EAST GATEWAY

1. Trade & Logistics Uses: Trade and logistics facilities (warehouse, distribution and related facilities), including, but not limited to, general purpose warehouses, cold and refrigerated storage, container freight stations, deconsolidation facilities, truck terminals, and regional distribution centers (collectively, "Trade & Logistics Uses"). Subject to Section 6.1 of this Lease, Tenant shall have the right to develop and operate up to a maximum Floor Area of 442,560 square feet of Trade & Logistics Uses (subject to increase pursuant to Section 6.1.3 of this Lease) at any permissible FAR.

2. Ancillary Uses: Tenant also may develop and operate, as uses that are ancillary and related to Trade & Logistics Uses, trailer and container cargo storage and movement, chassis pools, open storage and open truck parking, and other ancillary uses (collectively, "Ancillary Uses"); provided, however, that Ancillary Uses shall not be deemed part of Trade & Logistics Uses for purposes of Tenant's satisfaction of its Minimum Project and other obligations under Section 6.1.

3. Conditional Uses: Trailer and container cargo storage and movement, chassis pools, open storage and open truck parking (collectively, "Conditional Uses"); provided, however, that:

3.1 Conditional Uses may only be developed and operated independent of Trade & Logistics Uses on the continuing condition that, and for so long as, Tenant is in compliance with its Minimum Project and other obligations under Section 6.1 (unless such condition is waived in writing by Landlord in Landlord's sole and absolute discretion); and

3.2 Conditional Uses shall not be deemed part of Trade & Logistics Uses for purposes of Tenant's satisfaction of its Minimum Project and other obligations under Section 6.1.

4. Support Improvements. Private circulation, utility and rail spur improvements consistent with the Master Plan and ancillary and supplemental to the Public Improvements constructed by Landlord prior to the Commencement Date (collectively, "Support Improvements"); provided, however, that Support Improvements shall not be deemed part of Trade & Logistics Uses for purposes of Tenant's satisfaction of its Minimum Project and other obligations under Section 6.1.

EXHIBIT 6.2.6.4
TO
GROUND LEASE
FOR
[CENTRAL GATEWAY OR EAST GATEWAY, AS APPLICABLE]

GUARANTY OF COMPLETION OF INITIAL IMPROVEMENTS

[See Attached]

GUARANTY OF COMPLETION OF INITIAL IMPROVEMENTS

THIS GUARANTY OF COMPLETION OF INITIAL IMPROVEMENTS ("Guaranty"), dated as of _____, 20___, is executed and delivered by PROLOGIS, L.P., a Delaware limited partnership qualified to transact business in California **[or such other Prologis Entity acceptable to City in City's sole and absolute discretion]**("Guarantor"), in favor of the CITY OF OAKLAND, a municipal corporation **[and _____ IF APPLICABLE, ADD ANY OTHER NECESSARY CAPACITY OF CITY]** ("City" or "Landlord"), with reference to the facts set forth in the Recitals below. Guarantor and City are hereinafter sometimes referred to individually as a "party" and collectively as the "parties." Unless otherwise defined herein, all capitalized terms used in this Guaranty shall have the same meanings set forth in the Lease (as defined in the first Recital below):

RECITALS

WHEREAS, Guarantor is an Affiliate of _____, a _____, ("Developer" or "Tenant"), and is willing to execute and deliver this Guaranty for the express and intended purpose of inducing City to enter into that certain Army Base Gateway Redevelopment Project Ground Lease for **[Central Gateway or East Gateway, as applicable]**, dated as of _____, 20___, by and between City, as Landlord, and Developer, as Tenant (the "Lease"), with respect to certain property described in the Lease and located in the City of Oakland, State of California (the "Property"); and

WHEREAS, Tenant, is obligated under the Lease to construct certain improvements to the Property as described in and in accordance with the requirements of the Lease, including, without limitation, the improvements described in Exhibit A attached hereto and incorporated herein by this reference (such improvements described in Exhibit A being herein collectively referred to as the "Initial Improvements"); and

WHEREAS, in connection with and prior to commencement of construction of the Initial Improvements, Tenant is required to deliver to City a guaranty of completion of the Initial Improvements executed by Guarantor.

NOW, THEREFORE, Guarantor, in order to induce City to execute the Lease, and as an inducement to City to permit Tenant to construct the Initial Improvements, and for other valuable consideration received by Tenant and Guarantor, the receipt and adequacy of which are hereby acknowledged, does hereby agrees as follows:

GUARANTY

1. Guaranty. Guarantor hereby unconditionally, absolutely and irrevocably guarantees to Landlord all of the following (collectively, the "Guaranteed Obligations"):

1.1 the completion, following Commencement of construction, of the Initial Improvements in accordance with the Final Construction Documents (and any modifications thereto) as approved by Landlord pursuant to the Lease, within the time limits set forth in the Lease, and otherwise in accordance with and subject to the terms, conditions and requirements of the Lease;

1.2 the construction and completion of the Initial Improvements, following Commencement of construction, and the keeping of the Premises, free and clear of any and all mechanic's liens, materialman's liens, equitable liens, and claims of liens, for labor and/or materials arising in connection with the Initial Improvements; provided that the foregoing shall be subject to the right of Tenant and Guarantor to dispute the validity or enforceability of any such liens, or claims of liens, in accordance with and subject to the terms, conditions and requirements of the Lease;

1.3 the payment in full, as and when due, of all costs and expenses of construction of the Initial Improvements, following Commencement of construction, in accordance with and subject to the terms, conditions and requirements of the Lease; and

1.4 the payment in full of all costs and expenses of Landlord, including but not limited to reasonable attorneys' fees (for attorneys of the Office of City Attorney of the City of Oakland and private attorneys), incurred in the enforcement of the obligation to complete the Initial Improvements, following Commencement of construction, in accordance with and subject to the terms, conditions and requirements of the Lease.

2. Further Instruments. Guarantor shall execute and deliver to Landlord such further documents, instruments and agreements, upon such terms and conditions, as Landlord may reasonably require, in order to further evidence Guarantor's agreement to satisfy the Guaranteed Obligations as required hereunder.

3. Guarantor Authorizations. Guarantor authorizes City, without giving notice to Guarantor or obtaining Guarantor's consent and without affecting the liability of Guarantor, from time to time, to: (a) approve modifications to the Construction Documents; (b) amend or modify the terms and conditions of the Lease; or (c) assign this Guaranty in whole or in part, provided that such assignment is in connection with, and to the transferee of, Landlord's interest in the Premises.

4. Requirements for Release. The Guaranteed Obligations shall be deemed to be fully performed, and Guarantor shall be released from any further liability hereunder, upon the satisfaction by Tenant or Guarantor, or written waiver by Landlord (which waiver shall be in Landlord's sole and absolute discretion), of all of the following requirements (the "Requirements"):

4.1 Lien-free completion of the Initial Improvements in accordance with the Final Construction Documents (and any modifications thereto) as approved by Landlord pursuant to the Lease, which completion shall be evidenced by the issuance by City of a Certificate of Completion pursuant to the Lease with respect to the Initial Improvements;

4.2 Delivery to Landlord of a copy of the final as-built plans for the Initial Improvements; and

4.3 If Landlord has obtained a policy of title insurance in connection with the Lease, delivery to Landlord of an endorsement to such policy, insuring Landlord that the Initial Improvements have been completed free and clear of any mechanic's and materialman's liens (which endorsement Landlord, at its sole cost, shall use good faith best efforts to obtain, and if Landlord cannot obtain such endorsement, this requirement shall be deemed waived).

5. Termination Instrument. At the request of Guarantor, Landlord agrees to deliver to Guarantor an instrument evidencing the termination of this Guaranty following satisfaction in full of the Guaranteed Obligations and fulfillment of the Requirements as expressly provided above.

6. Independent Obligations. Guarantor's obligations hereunder are independent of the obligations of Tenant, or any assignee of the Lease, and a separate action or actions maybe brought and prosecuted against Guarantor whether or not action is brought against Tenant or any such assignee or whether or not Tenant or any such assignee be joined in any such action or actions.

7. Further Authorizations. Guarantor authorizes Landlord, without notice or demand and without affecting Guarantor's liability hereunder, from time to time to (a) extend, accelerate, or otherwise change the time for any payment provided for in the Lease, or any covenant, term or condition of the Lease, in any respect to impair or suspend Landlord's remedies or rights against Tenant in respect to the Lease, and to consent to any assignment, subletting or reassignment of the Lease; (b) take and hold security for any payment provided for in the Lease or for the performance of any covenant, term or condition of the Lease, or exchange, waive or release any such security; and (c) apply such security and direct the order or manner of sale thereof as Landlord in its discretion may determine. Landlord may without notice assign this Guaranty, the Lease, or the rents and other sums payable thereunder. Notwithstanding any renewal, extension or holding over of the Lease, this Guaranty shall continue until all of the Guaranteed Obligations have been satisfied in full and the Requirements have been fulfilled.

8. Preferential Payments. Guarantor further agrees that to the extent Tenant or Guarantor makes any payment to City in satisfaction of any part of the Guaranteed Obligations, and all or any part of such payment is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid by City or paid over to a trustee, receiver or any other entity, under any applicable state or federal law, including, without limitation, laws pertaining to bankruptcy, insolvency or other proceeding (any such payment is hereinafter referred to as a "Preferential Payment"), then notwithstanding any prior revocation, termination, surrender or discharge of this Guaranty in whole or part, this Guaranty shall continue to be effective or shall be reinstated, as the case may be, and, to the extent of such payment or repayment by Landlord, the Guaranteed Obligations or part thereof intended to be satisfied by such Preferential Payment shall be revived and continued in full force and effect as if said Preferential Payment had not been made.

9. Waivers of Enforcement. Guarantor acknowledges and agrees that the liabilities created by this Guaranty are direct and are not conditioned upon pursuit by Landlord of any remedy Landlord may have against Tenant or any other person or any security. Guarantor waives any right to require Landlord to (a) proceed against Tenant or any other person or entity; (b) proceed against or exhaust any security held from Tenant or Guarantor; (c) pursue any other remedy in Landlord's power which Guarantor cannot itself pursue, and which would lighten its burden; or (d) make any presentment. Guarantor waives any defense arising by reason of any disability or other defense of Tenant, or any assignee of the Lease, by reason of the cessation from any cause whatsoever of the liability of Tenant, or any assignee of the Lease, or by reason of any lack of authority of any officer, director, partner, agent or other person acting or purporting to act on behalf of Tenant, or any defect in the formation of Tenant. Guarantor waives

all demands upon and notices to Tenant, or any assignee of the Lease, and to Guarantor other than as provided herein, including, without limitation, demands for performance, notices of non-performance, notices of non-payment and notice of acceptance of this Guaranty. Guarantor waives the benefit of any statute of limitations affecting its obligations hereunder or the enforcement thereof.

10. WAIVERS OF STATUTES. WITHOUT LIMITING THE GENERALITY OF ANY OTHER WAIVER OR OTHER PROVISION SET FORTH IN THIS GUARANTY, GUARANTOR HEREBY WAIVES, TO THE MAXIMUM EXTENT SUCH WAIVER IS PERMITIED BY LAW, ANY AND ALL BENEFITS, DEFENSES TO PAYMENT OR PERFORMANCE, OR ANY RIGHT TO PARTIAL OR COMPLETE EXONERATION ARISING DIRECTLY OR INDIRECTLY UNDER ANY ONE OR MORE OF CALIFORNIA CIVIL CODE SECTIONS 2799, 2808, 2809, 2810, 2815, 2819, 2820, 2821, 2822, 2838, 2839, 2845, 2847, 2848, 2849, AND 2850.

11. Waivers of Subrogation. Until such time as the Guaranteed Obligations have been performed in full, Guarantor waives any and all rights to be subrogated to the position of Landlord or to have the benefit of any lien, security interest or other guaranty now or later held by Landlord for the Guaranteed Obligations or to enforce any remedy which Landlord now or later has against Tenant or any other person. Guarantor agrees that until such time as the Guaranteed Obligations have been performed in full and the period of time has expired during which any payment made by Tenant, any assignee of the Lease, or Guarantor to Landlord on account of the Guaranteed Obligations may be determined to be a Preferential Payment, any claim or other rights which Guarantor may now have or hereafter acquire against Tenant, any assignee of the Lease, or any other guarantor of all or any of the Guaranteed Obligations that arise from the existence or performance of Guarantor's obligations under this Guaranty or any other document executed in connection with the Lease, and under any extensions, renewals or modifications thereof (all such claims and rights are referred to as "Guarantor's Conditional Rights"), including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, or indemnification, any right to participate in any claim or remedy of Landlord against Tenant or any assignee of the Lease or any collateral which Landlord now has or hereafter acquires, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, by any payment made hereunder or otherwise, including without limitation, the right to take or receive from Tenant or any assignee of the Lease, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such claim or other rights, shall be subordinate to Landlord's right to full performance of the Guaranteed Obligations, and Guarantor shall not enforce Guarantor's Conditional Rights during such period. If, notwithstanding the foregoing provision, any amount shall be paid to Guarantor on account of Guarantor's Conditional Rights and either (i) such amount is paid to Guarantor at any time when the Guaranteed Obligations shall not have been paid or performed in full, or (ii) regardless of when such amount is paid to Guarantor, any payments made by Tenant or any assignee of the Lease to Landlord on account of the Guaranteed Obligations is at any time determined to be a Preferential Payment, then such amount paid to Guarantor shall be held in trust for the benefit of the Landlord and shall forthwith be paid to Landlord to be credited and applied upon the Guaranteed Obligations, whether matured or unmatured, in such order as Landlord in its sole and absolute discretion, shall determine. Guarantor represents, warrants and covenants that (a) there do not now exist any agreements between Guarantor and Tenant which

are inconsistent with the waiver of subrogation contained herein, (b) Guarantor will not hereafter enter into any such agreements with Tenant, and (c) any such purported agreements are void.

12. Subordination. To the extent that any of the provisions of the immediately preceding paragraph shall not be enforceable, Guarantor agrees that until such time as the Guaranteed Obligations have been paid and performed in full and the period of time has expired during which any payment made by Tenant, any assignee of the Lease, or Guarantor to Landlord on account of the Guaranteed Obligations may be determined to be a Preferential Payment, Guarantor's Conditional Rights to the extent not validly waived shall be subordinate to Landlord's right to full performance of the Guaranteed Obligations, and Guarantor shall not enforce Guarantor's Conditional Rights during such period.

13. Obligations to Cure Tenant Defaults. Within thirty (30) days after Guarantor's receipt of written notice from Landlord of any default by Tenant under the Lease pertaining to any of the Guaranteed Obligations, Guarantor shall cure or cause Tenant to cure any such monetary default and any other such Tenant defaults that are reasonably susceptible of cure by Guarantor within such period, subject to delays for Force Majeure. For purposes of determining the defaults which are reasonably susceptible of cure by Guarantor, the fact that Guarantor controls Tenant or a member or Affiliate of Tenant will be taken into account, and any defaults that Guarantor is able to cure within such period through the legal, valid and reasonable exercise of such control shall be deemed curable by Guarantor. Notwithstanding anything in this Guaranty to the contrary, (i) if Landlord enforces its rights against Guarantor hereunder, Guarantor's lien-free completion of the Initial Improvements in accordance with the Lease shall be deemed to cure any default by Tenant under the Lease relating to the construction of the Initial Improvements, and Landlord shall accept Guarantor's performance thereof; and (ii) so long as Guarantor commences to fulfill its obligations hereunder within thirty (30) days after notice from Landlord of Tenant's default in construction of the Initial Improvements and thereafter proceeds diligently to perform the Guaranteed Obligations (subject to delays for Force Majeure), Landlord shall not exercise any of its remedies under the Lease arising from Tenant's failure to construct the Initial Improvements as required by the Lease, including, without limitation, termination of the Lease. If Guarantor does not assume such responsibility to cure and cures such Tenant defaults within such thirty (30)-day period, subject to delays for Force Majeure, then Landlord may elect, without having obligation to do so, and without further notice to Guarantor, to take any action it believes necessary to complete the Initial Improvements, but with the further right to suspend or terminate such actions at any time. No such actions of Landlord shall release or limit the liability of Guarantor, and Guarantor shall promptly repay Landlord all sums expended by Landlord in its undertaking to complete such construction, whether or not the construction is actually completed.

14. Attorneys' Fees. Guarantor agrees to pay reasonable attorneys' fees (both fees for attorneys of the Office of City Attorney of the City of Oakland and private attorneys) and all other costs and expenses which may be incurred by Landlord in the enforcement of this Guaranty or otherwise arising out of the subject matter of this Guaranty. For purposes of this Guaranty, the reasonable fees of attorneys of the Office of City Attorney of the City of Oakland shall be based on the fees then regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which such services were rendered who

practice in the City of Oakland in law firms with approximately the same number of attorneys as employed by the City Attorney's Office.

15. No Waiver. No right or power of Landlord shall be deemed to have been waived by any act or conduct on the part of Landlord, or by any neglect to exercise such right or power, or by any delay in so doing; and every right and power of Landlord shall continue in full force and effect until such right or power is specifically waived by an instrument in writing executed by Landlord.

16. No Assignment. Guarantor shall not assign or delegate, in whole of in part, any of its rights or obligations under this Guaranty. Subject to the preceding sentence, this Guaranty shall bind Guarantor, its successors and assigns, and shall inure to the benefit of Landlord, and its successors and assigns.

17. Governing Law. This Guaranty is entered into in the City of Oakland and each and every term and provision thereof shall be construed in accordance with the laws of the State of California, without reference to its conflict of laws provisions.

18. Guarantor Knowledge. Guarantor warrants and agrees that each of the waivers set forth in this Guaranty is made with Guarantor's full knowledge of its significance and consequences, and that under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any of said waivers are determined to be contrary to any applicable law or public policy, such waivers shall be effective only to the maximum extent permitted by law.

19. Notice. Any notice to be given Landlord hereunder shall be given at the address and in the manner set forth in Section 32.1 of the Lease. Any notice to be given Guarantor shall be given at the address set forth below Guarantor's signature and in the manner set forth in Section 32.1 of the Lease.

20. Representations and Warranties. Guarantor represents, warrants and covenants that (i) it has full power and authority to execute, deliver and perform its obligations under this Guaranty, (ii) the execution, delivery and performance has been duly authorized by all requisite action on its part, (iii) this Guaranty constitutes the valid, legal and binding obligation of Guarantor, (iv) there are no actions, suits or proceedings pending, or to the knowledge of Guarantor threatened against or affecting Guarantor which could have a material adverse effect on the ability of Guarantor to honor its obligations hereunder, or involving the validity or enforceability of this Guaranty, at law or in equity, (v) the consummation of the transaction hereby contemplated and performance of this Guaranty will not result in the breach of, or constitute a default under, any mortgage, deed of trust, lease, bank loan or credit agreement, partnership agreement, corporate charter, bylaws or other agreement or instrument to which Guarantor is a party or by which it is or may be bound or affected, and (vi) Guarantor has no counterclaims, offsets or defenses with respect to this Guaranty.

21. Independent Investigation. Guarantor delivers this Guaranty based solely on its independent investigation of the financial condition and capabilities of Tenant and is not relying on any information furnished by Landlord. Guarantor assumes full responsibility for obtaining any further information concerning Tenant's financial condition and capabilities, the status of the Initial Improvements or any other matter that Guarantor may deem necessary or appropriate from

time to time. Guarantor waives any duty on the part of Landlord, and agrees that it is not relying upon nor expecting Landlord to disclose to Guarantor any fact now or later known by Landlord, whether relating to the operations or condition of Tenant, the existence, liabilities or financial condition or capabilities of any other party, the occurrence of any default with respect to the Initial Improvements, or otherwise, notwithstanding any effect these facts may have upon Guarantor's risk under this Guaranty or Guarantor's rights against Tenant. Guarantor knowingly accepts the full range of risk encompassed by the scope of this Guaranty, including without limitation, the possibility that Tenant will incur obligations for which Guarantor will be liable under this Guaranty after Tenant's financial condition or ability to pay its lawful debts when they fall due has deteriorated. Guarantor agrees that no security now or later held by Landlord for completion of the Initial Improvements, whether from Tenant, any guarantor or surety, or otherwise, and whether in the nature of a security interest, pledge, lien, assignment, setoff, suretyship, guaranty, indemnity, insurance or otherwise, shall affect in any manner the unconditional obligation of Guarantor under this Guaranty, and Landlord, in its sole discretion, without notice to Guarantor, may release, exchange, enforce and otherwise deal with any security without affecting in any manner the unconditional obligation of Guarantor under this Guaranty.

22. Review of Lease. Guarantor has received a copy of the Lease, as executed or in the form to be executed, and is satisfied with all of the terms and conditions thereof (to the extent that same are applicable to the Guaranteed Obligations). In executing and delivering this Guaranty, Guarantor has relied on its own review of the Lease and not on any representation or statement of Landlord or any other person.

23. Jurisdiction and Venue. Guarantor hereby irrevocably submit to the jurisdiction and venue of any State court in Oakland, California, in any action or proceeding brought to enforce or otherwise arising out of or related to this Guaranty and irrevocably waive to the fullest extent permitted by law any objection which Guarantor may now or hereafter have to the resting of such jurisdiction and venue in such forum, and hereby further irrevocably waives any claim that such forum is an inconvenient forum.

24. Entire Agreement/Amendment. Except as otherwise expressly set forth herein, this Guaranty, including all recitals, exhibits and schedules hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings, correspondence, negotiations, representations, promises and agreements, oral or written, by or between the parties, with respect to the subject matter hereof. This Guaranty may be amended, modified, or supplemented only by a writing signed by both parties.

25. Counterparts. This Guaranty, and all amendments and supplements to it, may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. The parties shall be entitled to rely upon facsimile copies or electronic copies of a party's signature to this Guaranty and any instrument executed in connection herewith.

26. Severability. If any of the provisions contained in this Guaranty shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Guaranty, and this Guaranty shall be

construed as if such invalid, illegal, or unenforceable provision had not been contained in this Guaranty.

27. Interpretation. Captions and headings in this Guaranty are for convenience of reference only and shall not affect the meaning or interpretation of any provision of this Guaranty. As used herein: (a) the singular shall include the plural (and vice versa) and the masculine or neuter gender shall include the feminine gender (and vice versa) where the context so requires; (b) locative adverbs such as "herein," "hereto," and "hereunder" shall refer to this Guaranty in its entirety and not to any specific section or paragraph; (c) the terms "include," "including," and similar terms shall be construed as though followed immediately by the phrase "but not limited to;" (d) "shall," "will," "must," "agrees," and "covenants," are mandatory and "may" is permissive; and (e) "or" is not exclusive. The parties have jointly participated in the negotiation and drafting of this Guaranty, and this Guaranty shall be construed fairly and equally as to the parties, without regard to any rules of construction relating to the party who drafted a particular provision of this Guaranty.

28. No Third Party Beneficiaries. This Guaranty is made solely for the benefit of the parties to this Guaranty and their respective successors and permitted assigns, and no other person or entity shall have or acquire any rights or remedies under this Guaranty, except as otherwise expressly provided in this Guaranty.

29. Adequate Consideration. Guarantor represents and warrants that it has received adequate and sufficient consideration for the Guaranteed Obligations incurred under this Guaranty.

IN WITNESS WHEREOF, Guarantor has executed and delivered this Guaranty as of the date first set forth above.

GUARANTOR

PROLOGIS, L.P.,
a Delaware limited liability company qualified to transact business in California **[or such other Prologis Entity acceptable to City in City's sole and absolute discretion]**

By: Prologis, Inc., a Maryland corporation qualified to transact business in California

Its: General Partner

By: _____

Name: _____

Title: _____

[signatures continued on next page]

Address for Notices to Guarantor:

_____

_____

_____

_____

ACCEPTED BY CITY OF OAKLAND

By: _____

Name: _____

Its: _____

EXHIBIT A
TO
GUARANTY OF COMPLETION
OF
INITIAL IMPROVEMENTS

DESCRIPTION OF INITIAL IMPROVEMENTS

[To Be Attached]

EXHIBIT 6.2.6.6
TO
GROUND LEASE
FOR
[CENTRAL GATEWAY OR EAST GATEWAY, AS APPLICABLE]

MINIMUM PROJECT LIQUIDATED DAMAGES GUARANTY

[See Attached]

GUARANTY
OF
MINIMUM PROJECT LIQUIDATED DAMAGES

THIS GUARANTY OF MINIMUM PROJECT LIQUIDATED DAMAGES ("Guaranty"), dated as of _____, 20___, is executed and delivered by PROLOGIS, L.P., a Delaware limited partnership qualified to transact business in California **[or such other Prologis Entity acceptable to City in City's sole and absolute discretion]**("Guarantor"), in favor of the CITY OF OAKLAND, a municipal corporation **[and _____ IF APPLICABLE, ADD ANY OTHER NECESSARY CAPACITY OF CITY]** ("City" or "Landlord"), with reference to the facts set forth in the Recitals below. Guarantor and City are hereinafter sometimes referred to individually as a "party" and collectively as the "parties." Unless otherwise defined herein, all capitalized terms used in this Guaranty shall have the same meanings set forth in the Lease (as defined in the first Recital below):

RECITALS

WHEREAS, Guarantor is an Affiliate of _____, a _____, ("Developer" or "Tenant"), and is willing to execute and deliver this Guaranty for the express and intended purpose of inducing City to enter into that certain Army Base Gateway Redevelopment Project Ground Lease for **[Central Gateway or East Gateway, as applicable]**, dated as of _____, 20___, by and between City, as Landlord, and Developer, as Tenant (the "Lease"), with respect to certain property described in the Lease and located in the City of Oakland, State of California (the "Property"); and

WHEREAS, Tenant is obligated under the Lease to construct Initial Improvements to the Property comprising the Minimum Project as described in and in accordance with the scope, timing and other applicable requirements of the Lease, and to pay to Landlord the Minimum Project Liquidated Damages, as defined and in the amount, time and manner set forth in the Lease, in the event that Tenant defaults with respect to its Minimum Project obligations under the Lease; and

WHEREAS, in connection with and prior to commencement of construction of the Initial Improvements, Tenant is required to deliver to City a guaranty of payment of the Minimum Project Liquidated Damages executed by Guarantor.

NOW, THEREFORE, Guarantor, in order to induce City to execute the Lease, and as an inducement to City to permit Tenant to construct the Initial Improvements, and for other valuable consideration received by Tenant and Guarantor, the receipt and adequacy of which are hereby acknowledged, does hereby agrees as follows:

GUARANTY

1. Guaranty. Guarantor hereby unconditionally, absolutely and irrevocably guarantees to Landlord all of the following (collectively, the "Guaranteed Obligations"): (a) the payment in full of the Minimum Project Liquidated Damages in the amount and in the time and manner set forth in the Lease; and (b) the payment in full of all costs and expenses of Landlord, including but not limited to reasonable attorneys' fees (for attorneys of the Office of City

Attorney of the City of Oakland and private attorneys), incurred in the enforcement or collection of the Minimum Project Liquidated Damages.

2. Further Instruments. Guarantor shall execute and deliver to Landlord such further documents, instruments and agreements, upon such terms and conditions, as Landlord may reasonably require, in order to further evidence Guarantor's agreement to satisfy the Guaranteed Obligations as required hereunder.

3. Guarantor Authorizations. Guarantor authorizes City, without giving notice to Guarantor or obtaining Guarantor's consent and without affecting the liability of Guarantor, from time to time, to: (a) approve modifications to the Construction Documents; (b) amend or modify the terms and conditions of the Lease; or (c) assign this Guaranty in whole or in part, provided that such assignment is in connection with, and to the transferee of, Landlord's interest in the Premises.

4. Requirements for Release. The Guaranteed Obligations shall be deemed to be fully performed, and Guarantor shall be released from any further liability hereunder, upon the satisfaction by Tenant or Guarantor, or written waiver by Landlord (which waiver shall be in Landlord's sole and absolute discretion), of all of the following requirements (the "Requirements"):

4.1 In the event Tenant is not in default of its Minimum Project obligations under the Lease, then upon the occurrence of both of the following:

4.1.1 All of the conditions and requirements set forth in Section 6.2.6 ("Conditions to Commencement of Construction") of the Lease shall have been satisfied by Tenant (or waived by Landlord in Landlord's sole and absolute discretion) with respect to all Initial Improvements; and

4.1.2 Tenant shall have Commenced Construction of all Initial Improvements.

4.2 In the event Tenant is in default of its Minimum Project obligations under the Lease, then upon satisfaction in full of the Guaranteed Obligations in accordance with this Guaranty.

5. Termination Instrument. At the request of Guarantor, Landlord agrees to deliver to Guarantor an instrument evidencing the termination of this Guaranty following satisfaction in full of the Guaranteed Obligations and fulfillment of the Requirements as expressly provided above.

6. Independent Obligations. Guarantor's obligations hereunder are independent of the obligations of Tenant, or any assignee of the Lease, and a separate action or actions maybe brought and prosecuted against Guarantor whether or not action is brought against Tenant or any such assignee or whether or not Tenant or any such assignee be joined in any such action or actions.

7. Further Authorizations. Guarantor authorizes Landlord, without notice or demand and without affecting Guarantor's liability hereunder, from time to time to (a) extend, accelerate, or otherwise change the time for any payment provided for in the Lease, or any covenant, term or condition of the Lease, in any respect to impair or suspend Landlord's remedies or rights against Tenant in respect to the Lease, and to consent to any assignment, subletting or reassignment of the Lease; (b) take and hold security for any payment provided for in the Lease or for the performance of any covenant, term or condition of the Lease, or exchange, waive or release any such security; and (c) apply such security and direct the order or manner of sale thereof as Landlord in its discretion may determine. Landlord may without notice assign this Guaranty, the Lease, or the rents and other sums payable thereunder. Notwithstanding any renewal, extension or holding over of the Lease, this Guaranty shall continue until all of the Guaranteed Obligations have been satisfied in full and the Requirements have been fulfilled.

8. Preferential Payments. Guarantor further agrees that to the extent Tenant or Guarantor makes any payment to City in satisfaction of any part of the Guaranteed Obligations, and all or any part of such payment is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid by City or paid over to a trustee, receiver or any other entity, under any applicable state or federal law, including, without limitation, laws pertaining to bankruptcy, insolvency or other proceeding (any such payment is hereinafter referred to as a "Preferential Payment"), then notwithstanding any prior revocation, termination, surrender or discharge of this Guaranty in whole or part, this Guaranty shall continue to be effective or shall be reinstated, as the case may be, and, to the extent of such payment or repayment by Landlord, the Guaranteed Obligations or part thereof intended to be satisfied by such Preferential Payment shall be revived and continued in full force and effect as if said Preferential Payment had not been made.

9. Waivers of Enforcement. Guarantor acknowledges and agrees that the liabilities created by this Guaranty are direct and are not conditioned upon pursuit by Landlord of any remedy Landlord may have against Tenant or any other person or any security. Guarantor waives any right to require Landlord to (a) proceed against Tenant or any other person or entity; (b) proceed against or exhaust any security held from Tenant or Guarantor; (c) pursue any other remedy in Landlord's power which Guarantor cannot itself pursue, and which would lighten its burden; or (d) make any presentment. Guarantor waives any defense arising by reason of any disability or other defense of Tenant, or any assignee of the Lease, by reason of the cessation from any cause whatsoever of the liability of Tenant, or any assignee of the Lease, or by reason of any lack of authority of any officer, director, partner, agent or other person acting or purporting to act on behalf of Tenant, or any defect in the formation of Tenant. Guarantor waives all demands upon and notices to Tenant, or any assignee of the Lease, and to Guarantor other than as provided herein, including, without limitation, demands for performance, notices of non-performance, notices of non-payment and notice of acceptance of this Guaranty. Guarantor waives the benefit of any statute of limitations affecting its obligations hereunder or the enforcement thereof.

10. WAIVERS OF STATUTES. WITHOUT LIMITING THE GENERALITY OF ANY OTHER WAIVER OR OTHER PROVISION SET FORTH IN THIS GUARANTY, GUARANTOR HEREBY WAIVES, TO THE MAXIMUM EXTENT SUCH WAIVER IS PERMITIED BY LAW, ANY AND ALL BENEFITS, DEFENSES TO PAYMENT OR

PERFORMANCE, OR ANY RIGHT TO PARTIAL OR COMPLETE EXONERATION ARISING DIRECTLY OR INDIRECTLY UNDER ANY ONE OR MORE OF CALIFORNIA CIVIL CODE SECTIONS 2799, 2808, 2809, 2810, 2815, 2819, 2820, 2821, 2822, 2838, 2839, 2845, 2847, 2848, 2849, AND 2850.

11. Waivers of Subrogation. Until such time as the Guaranteed Obligations have been performed in full, Guarantor waives any and all rights to be subrogated to the position of Landlord or to have the benefit of any lien, security interest or other guaranty now or later held by Landlord for the Guaranteed Obligations or to enforce any remedy which Landlord now or later has against Tenant or any other person. Guarantor agrees that until such time as the Guaranteed Obligations have been performed in full and the period of time has expired during which any payment made by Tenant, any assignee of the Lease, or Guarantor to Landlord on account of the Guaranteed Obligations may be determined to be a Preferential Payment, any claim or other rights which Guarantor may now have or hereafter acquire against Tenant, any assignee of the Lease, or any other guarantor of all or any of the Guaranteed Obligations that arise from the existence or performance of Guarantor's obligations under this Guaranty or any other document executed in connection with the Lease, and under any extensions, renewals or modifications thereof (all such claims and rights are referred to as "Guarantor's Conditional Rights"), including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, or indemnification, any right to participate in any claim or remedy of Landlord against Tenant or any assignee of the Lease or any collateral which Landlord now has or hereafter acquires, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, by any payment made hereunder or otherwise, including without limitation, the right to take or receive from Tenant or any assignee of the Lease, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such claim or other rights, shall be subordinate to Landlord's right to full performance of the Guaranteed Obligations, and Guarantor shall not enforce Guarantor's Conditional Rights during such period. If, notwithstanding the foregoing provision, any amount shall be paid to Guarantor on account of Guarantor's Conditional Rights and either (i) such amount is paid to Guarantor at any time when the Guaranteed Obligations shall not have been paid or performed in full, or (ii) regardless of when such amount is paid to Guarantor, any payments made by Tenant or any assignee of the Lease to Landlord on account of the Guaranteed Obligations is at any time determined to be a Preferential Payment, then such amount paid to Guarantor shall be held in trust for the benefit of the Landlord and shall forthwith be paid to Landlord to be credited and applied upon the Guaranteed Obligations, whether matured or unmatured, in such order as Landlord in its sole and absolute discretion, shall determine. Guarantor represents, warrants and covenants that (a) there do not now exist any agreements between Guarantor and Tenant which are inconsistent with the waiver of subrogation contained herein, (b) Guarantor will not hereafter enter into any such agreements with Tenant, and (c) any such purported agreements are void.

12. Subordination. To the extent that any of the provisions of the immediately preceding paragraph shall not be enforceable, Guarantor agrees that until such time as the Guaranteed Obligations have been paid and performed in full and the period of time has expired during which any payment made by Tenant, any assignee of the Lease, or Guarantor to Landlord on account of the Guaranteed Obligations may be determined to be a Preferential Payment, Guarantor's Conditional Rights to the extent not validly waived shall be subordinate to

Landlord's right to full performance of the Guaranteed Obligations, and Guarantor shall not enforce Guarantor's Conditional Rights during such period.

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14. Attorneys' Fees. Guarantor agrees to pay reasonable attorneys' fees (both fees for attorneys of the Office of City Attorney of the City of Oakland and private attorneys) and all other costs and expenses which may be incurred by Landlord in the enforcement of this Guaranty or otherwise arising out of the subject matter of this Guaranty. For purposes of this Guaranty, the reasonable fees of attorneys of the Office of City Attorney of the City of Oakland shall be based on the fees then regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which such services were rendered who practice in the City of Oakland in law firms with approximately the same number of attorneys as employed by the City Attorney's Office.

15. No Waiver. No right or power of Landlord shall be deemed to have been waived by any act or conduct on the part of Landlord, or by any neglect to exercise such right or power, or by any delay in so doing; and every right and power of Landlord shall continue in full force and effect until such right or power is specifically waived by an instrument in writing executed by Landlord.

16. No Assignment. Guarantor shall not assign or delegate, in whole of in part, any of its rights or obligations under this Guaranty. Subject to the preceding sentence, this Guaranty shall bind Guarantor, its successors and assigns, and shall inure to the benefit of Landlord, and its successors and assigns.

17. Governing Law. This Guaranty is entered into in the City of Oakland and each and every term and provision thereof shall be construed in accordance with the laws of the State of California, without reference to its conflict of laws provisions.

18. Guarantor Knowledge. Guarantor warrants and agrees that each of the waivers set forth in this Guaranty is made with Guarantor's full knowledge of its significance and consequences, and that under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any of said waivers are determined to be contrary to any applicable law or public policy, such waivers shall be effective only to the maximum extent permitted by law.

19. Notice. Any notice to be given Landlord hereunder shall be given at the address and in the manner set forth in Section 32.1 of the Lease. Any notice to be given Guarantor shall

be given at the address set forth below Guarantor's signature and in the manner set forth in Section 32.1 of the Lease.

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21. Independent Investigation. Guarantor delivers this Guaranty based solely on its independent investigation of the financial condition and capabilities of Tenant and is not relying on any information furnished by Landlord. Guarantor assumes full responsibility for obtaining any further information concerning Tenant's financial condition and capabilities, the status of the Initial Improvements or any other matter that Guarantor may deem necessary or appropriate from time to time. Guarantor waives any duty on the part of Landlord, and agrees that it is not relying upon nor expecting Landlord to disclose to Guarantor any fact now or later known by Landlord, whether relating to the operations or condition of Tenant, the existence, liabilities or financial condition or capabilities of any other party, the occurrence of any default with respect to the Initial Improvements, or otherwise, notwithstanding any effect these facts may have upon Guarantor's risk under this Guaranty or Guarantor's rights against Tenant. Guarantor knowingly accepts the full range of risk encompassed by the scope of this Guaranty, including without limitation, the possibility that Tenant will incur obligations for which Guarantor will be liable under this Guaranty after Tenant's financial condition or ability to pay its lawful debts when they fall due has deteriorated. Guarantor agrees that no security now or later held by Landlord for completion of the Initial Improvements, whether from Tenant, any guarantor or surety, or otherwise, and whether in the nature of a security interest, pledge, lien, assignment, setoff, suretyship, guaranty, indemnity, insurance or otherwise, shall affect in any manner the unconditional obligation of Guarantor under this Guaranty, and Landlord, in its sole discretion, without notice to Guarantor, may release, exchange, enforce and otherwise deal with any security without affecting in any manner the unconditional obligation of Guarantor under this Guaranty.

22. Review of Lease. Guarantor has received a copy of the Lease, as executed or in the form to be executed, and is satisfied with all of the terms and conditions thereof (to the extent that same are applicable to the Guaranteed Obligations). In executing and delivering this Guaranty, Guarantor has relied on its own review of the Lease and not on any representation or statement of Landlord or any other person.

23. Jurisdiction and Venue. Guarantor hereby irrevocably submit to the jurisdiction and venue of any State court in Oakland, California, in any action or proceeding brought to

enforce or otherwise arising out of or related to this Guaranty and irrevocably waive to the fullest extent permitted by law any objection which Guarantor may now or hereafter have to the resting of such jurisdiction and venue in such forum, and hereby further irrevocably waives any claim that such forum is an inconvenient forum.

24. Entire Agreement/Amendment. Except as otherwise expressly set forth herein, this Guaranty, including all recitals, exhibits and schedules hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings, correspondence, negotiations, representations, promises and agreements, oral or written, by or between the parties, with respect to the subject matter hereof. This Guaranty may be amended, modified, or supplemented only by a writing signed by both parties.

25. Counterparts. This Guaranty, and all amendments and supplements to it, may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. The parties shall be entitled to rely upon facsimile copies or electronic copies of a party's signature to this Guaranty and any instrument executed in connection herewith.

26. Severability. If any of the provisions contained in this Guaranty shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Guaranty, and this Guaranty shall be construed as if such invalid, illegal, or unenforceable provision had not been contained in this Guaranty.

27. Interpretation. Captions and headings in this Guaranty are for convenience of reference only and shall not affect the meaning or interpretation of any provision of this Guaranty. As used herein: (a) the singular shall include the plural (and vice versa) and the masculine or neuter gender shall include the feminine gender (and vice versa) where the context so requires; (b) locative adverbs such as "herein," "hereto," and "hereunder" shall refer to this Guaranty in its entirety and not to any specific section or paragraph; (c) the terms "include," "including," and similar terms shall be construed as though followed immediately by the phrase "but not limited to;" (d) "shall," "will," "must," "agrees," and "covenants," are mandatory and "may" is permissive; and (e) "or" is not exclusive. The parties have jointly participated in the negotiation and drafting of this Guaranty, and this Guaranty shall be construed fairly and equally as to the parties, without regard to any rules of construction relating to the party who drafted a particular provision of this Guaranty.

28. No Third Party Beneficiaries. This Guaranty is made solely for the benefit of the parties to this Guaranty and their respective successors and permitted assigns, and no other person or entity shall have or acquire any rights or remedies under this Guaranty, except as otherwise expressly provided in this Guaranty.

29. Adequate Consideration. Guarantor represents and warrants that it has received adequate and sufficient consideration for the Guaranteed Obligations incurred under this Guaranty.

IN WITNESS WHEREOF, Guarantor has executed and delivered this Guaranty as of the date first set forth above.

GUARANTOR

PROLOGIS, L.P.,
a Delaware limited liability company qualified to transact business in California **[or such other Prologis Entity acceptable to City in City's sole and absolute discretion]**

By: Prologis, Inc., a Maryland corporation qualified to transact business in California

Its: General Partner

By: _____

Name: _____

Title: _____

Address for Notices to Guarantor:

_____

_____

_____

_____

ACCEPTED BY CITY OF OAKLAND

By: _____

Name: _____

Its: _____

EXHIBIT 15.1.4-A
TO
GROUND LEASE
FOR
[CENTRAL GATEWAY OR EAST GATEWAY, AS APPLICABLE]

RESTRICTIVE COVENANT

[See Attached]

RECORDING REQUESTED BY
FIRST AMERICAN TITLE

RECORDING REQUESTED BY:
City of Oakland

2003466371 08/08/2003 11:56 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

46 PGS

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
Sacramento Regional Office
8800 Cal Center Drive
Sacramento, California 95826-3268
Attn: Anthony J. Landis, P.E.
Chief, Northern California Operations
Office of Military Facilities

159883

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

Former Oakland Army Base
Oakland, California

This Covenant to Restrict Use of Property ("Covenant") is made by and between the Oakland Base Reuse Authority and the City of Oakland by and through the Oakland Redevelopment Agency, collectively herein referred to as the "City or Covenantor," the current owner of property situated in Oakland, County of Alameda, State of California, described in Exhibit A, which is attached and incorporated here by this reference ("Property"), and the State of California, Department of Toxic Substances Control ("DTSC"). Pursuant to California Civil Code ("Civil Code") section 1471(a)(3), DTSC has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials, as defined in California Health and Safety Code ("Health and Safety Code") section 25260. The Covenantor and DTSC, collectively referred to as the "Parties," hereby agree that in accordance with Civil Code section 1471 and Health and Safety Code sections 25222.1 and 25355.5 that the use of the Property be restricted as set forth in this Covenant to protect human health, safety, and the environment and that this Covenant shall run with the land.

ARTICLE I
STATEMENT OF FACTS

1.01 The Property, totaling 363.5 acres, is more particularly described and depicted in Exhibit A. Exhibit A contains the Property map in seven sheets showing the Property boundary and the legal description in seventeen pages. The Property is located in a developed area of the former Oakland Army Base, in the City of Oakland, County of Alameda, State of California.

1.02 The Covenantor and DTSC entered into a Consent Agreement on September 27, 2002, and subsequently by agreement modified the Consent Agreement to include new signatories and other modifications. The Consent Agreement was resigned by all signatories on May 16, 2003. The Consent Agreement establishes the process and timetable for the completion of the response and corrective actions at specified portions of the Property. The Consent Agreement is on file with DTSC and the Covenantor.

1.03 As described in the Consent Agreement, the soil and groundwater at the Property are known to be contaminated with hazardous substances, as defined in Health and Safety Code section 25316, which include, but are not limited to, the following general contaminants of concern: metals, volatile organic compound, semi-volatile organic compounds, polynuclear aromatic hydrocarbons, polychlorinated biphenyls, and petroleum hydrocarbons. Several of these hazardous substances are carcinogens. The Property has not been fully characterized with respect to nature and extent, and risk resulting from the presence of these contaminants.

Based on preliminary analyses, DTSC has concluded that use of the Property in a manner inconsistent with the restrictions set forth in Article IV of this Covenant may entail an unacceptable health risk to the users or occupants of such property operated or occupied. DTSC has further concluded that the Property operated or occupied subject to the restrictions of this Covenant and subject to the restrictions and requirements set forth in the final Remedial Action Plan (RAP) dated September 27, 2002 and accompanying Risk Management Plan (RMP) dated September 27, 2002 which the Covenantor must implement pursuant to the Consent Agreement, does not present an unacceptable threat to human safety or the environment.

The RAP describes contamination in various locations throughout the base that is known to be significant, and describes means by which such contamination will be remediated. The RMP, which covers the entire Property, is a component of the remedies selected in the RAP. The RMP serves two purposes. The first is to determine and implement presumptive style remedies for locations with standard contaminant profiles and site conditions. These remedies apply to both known and as yet unidentified contaminated locations (RMP locations). It also contains a mechanism to elevate RMP locations to RAP sites if warranted. The second purpose of the RMP is to serve as an institutional control that establishes site identification and risk management protocols.

ARTICLE II
DEFINITIONS

2.01 **Covenantor**. "Covenantor" shall mean the Oakland Base Reuse Authority and the City of Oakland by and through the Oakland Redevelopment Agency.

2.02 **DTSC**. "DTSC" means the State of California, Department of Toxic Substances Control and includes its successor agencies, if any.

2.03 **Occupant**. "Occupant" shall mean any person or entity entitled by leasehold or other legal relationship to the right to occupy any portion of the Property.

2.04 **Owner**. "Owner" means the Covenantor and shall include the Covenantor's successors in interest, and their successors in interest, including heirs and assigns, during their ownership of all or any portion of the Property.

ARTICLE III
GENERAL PROVISIONS

3.01 **Restrictions to Run with the Land**. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively, "Environmental Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Environmental Restriction: (a) runs with the land pursuant to Health and Safety Code sections 25222.1 and/or 25355.5(a)(1)(C) and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property; (c) is for the benefit of, and is enforceable by DTSC; and (d) is imposed upon the entire Property unless expressly stated in a document or an attachment that a specific portion or area is the subject of a DTSC approved waiver to allow a restricted use. Exhibit B contains a DTSC approved interim land use waiver.

3.02 **Binding upon Owner and Lessees/Occupants**. Pursuant to Health and Safety Code section 25355.5(a)(1)(C), this Covenant binds all Owner and Occupants of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471(b), all successive owners of the Property are expressly bound hereby for the benefit of DTSC.

3.03 **Written Notification of Hazardous Substance Release**. The Owner and/or Occupant shall, at least thirty (30) days prior to the sale, lease, or rental of the Property, give written notice to the subsequent transferee that a release of hazardous substances has come to be located on or beneath the Property, pursuant to Health and Safety Code section 25359.7. Such written notice shall include a copy of this Covenant, and a notification of the restrictions on use of the property contained herein.

3.04 **Incorporation into Deeds, Leases, or Rental Agreements.** The Environmental Restrictions set forth herein shall be incorporated by reference in each and all deeds, leases, or rental agreements entered into for any portion of the Property to which they are in effect and applicable. Within ten (10) days of the effective date of this Covenant, the Covenantor shall provide a copy of this Covenant to all existing occupants on the Property.

3.05 **Conveyance of Property.** Until the Property has been certified as being free of known or suspected hazardous substance releases by DTSC per chapter 6.8 of the Health and Safety Code, the Owner shall provide to DTSC not less than ninety (90) days prior to any proposed conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances) notice of such proposed conveyance. The Owner shall provide notice to DTSC not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances).

3.06 **Access for DTSC.** DTSC shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by DTSC to protect the public health or safety or the environment.

ARTICLE IV
ENVIRONMENTAL RESTRICTIONS

4.01 **Environmental Restrictions.**

(a) Sensitive land uses, including, but not limited to, residential housing, schools, day-care facilities, hospitals, and hospices are prohibited.

(b) The construction of groundwater wells and extraction of groundwater from new and existing wells for all purposes are prohibited unless specifically approved by DTSC.

(c) Activities that disturb surface or subsurface soil, disturb existing soil covers, disturb or restrict access to groundwater monitoring wells, generate water in excavations, extract groundwater from excavations, or alter groundwater conditions are prohibited except as conducted pursuant to the RAP and RMP.

(d) The Owner and Occupants are required to comply with the RAP and RMP, including the provisions for soil and groundwater management, maintenance of existing cover or construction of new cover, mitigation measures during earthwork, management of below grade structures, and construction dewatering.

(e) The Owner is required to submit annual certification to DTSC attesting to compliance with Section 4.01 of this Covenant.

4.02 Procedures for Obtaining Waivers from DTSC.

(a) At any time before or after the effective date of this Covenant, the Owner, or with the Owner's consent, an Occupant, may request DTSC's approval of a waiver for a portion of the Property to be used in a manner inconsistent with the restrictions set forth in Section 4.01 of this Covenant or to engage in an activity prohibited by Section 4.01 of this Covenant. Such requests shall provide sufficient information to enable DTSC to evaluate the appropriateness of the request. DTSC shall act upon such requests as expeditiously as feasible, but in no event later than thirty (30) days after DTSC receives the request unless DTSC extends this period for no more than thirty (30) days upon written notice to the requesting party of the reason therefore. DTSC's extension as described above may occur more than once. DTSC shall base its decision on protection of public health and the environment.

(b) DTSC will consider any submittal of a remedial investigation workplan or remedial action decision document consistent with the RAP or RMP to be a waiver request for any included actions that are inconsistent with the restrictions set forth in Section 4.01 of this Covenant.

(c) Nothing in this Covenant shall be construed to require an Owner to apply for, or DTSC to issue, a variance, termination or release pursuant to Article VI of this Covenant, in order to obtain DTSC's approval of a request that a portion of the Property be used in a manner inconsistent with the restrictions set forth in Section 4.01 of this Covenant or to obtain DTSC's approval to engage in an activity prohibited by Section 4.01 of this Covenant.

(d) An Owner or Occupant may perform, or cause to be performed, any interior or exterior renovation, rehabilitation, or demolition without DTSC approval, as long as such activities are consistent with, and do not violate the terms of, this Covenant.

ARTICLE V
ENFORCEMENT

5.01 Enforcement. Failure of the Owner to comply with any of the Environmental Restrictions specifically applicable to it shall be grounds for DTSC to obtain injunctive relief prohibiting commencement or continuation of any activities restricted by this Covenant. Actual or threatened violation of this Covenant, including but not limited to commencement or completion of any activities that violate this Covenant, may be prohibited or restrained, or the interest intended for protection by this Covenant may be enforced, by injunctive relief or any other remedy as provided by law.

ARTICLE VI
VARIANCE, TERMINATION AND RELEASE

6.01 **Variance.** In addition to the procedures set forth in Section 4.02 of this Covenant, the Owner, or with the Owner's consent, any Occupant may apply to DTSC for a written variance from the provisions of this Covenant. DTSC will grant the variance only after finding that such a variance would be protective of human health, safety and the environment. Such application shall be made in accordance with Health and Safety Code section 25233. DTSC will grant the variance only after finding that such a variance would be protective of human health, safety and the environment.

6.02 **Application for Termination.** In addition to the procedures set forth in Section 4.02 of this Covenant, the Owner, or with the Owner's consent, any Occupant, may apply to DTSC for a termination of the Environmental Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with Health and Safety Code section 25234.

6.03 **Release.** This Covenant shall continue in effect in perpetuity unless ended by law or by DTSC under this paragraph 6.03. DTSC shall provide a release, suitable for recording, of the Environmental Restrictions in this Covenant with respect to a particular portion of the Property promptly after any of the following occur:

(a) DTSC approves an application for termination of the Covenant with respect to a portion or all of the Property pursuant to Section 6.02.

(b) DTSC makes a determination pursuant to this Section 6.03(b) without receiving an application, that any or all of the Environmental Restrictions on the use of any or all parts of the Property are no longer necessary to protect present or future human health, safety, or the environment. In making a determination pursuant to this Section 6.03(b) that any or all of the Environmental Restrictions on the use of any or all parts of the Property are no longer necessary to protect present or future human health or safety or the environment, DTSC shall make a finding that the hazardous materials that caused the land to be restricted have since been sufficiently investigated, removed or altered in a manner that allows DTSC to determine there is no significant existing or potential hazard to present or future human health or safety or the environment.

ARTICLE VII
MISCELLANEOUS

7.01 **No Dedication Intended.** Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02 **Recordation.** The Covenantor shall record this Covenant, with Exhibits A and B, in the County of Alameda within ten (10) days of the Covenantor's receipt of a fully executed original.

7.03 **Notices.** Whenever any person gives or serves any notice ("notice" as used herein includes any demand or other communication with respect to this Covenant), each such notice shall be in writing and shall be deemed effective: (a) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (b) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Covenantor: Oakland Base Reuse Authority
700 Murmansk Street, Suite 3
Oakland, California 94607-5009
Attention: Aliza Gallo
Executive Director

To DTSC: Department of Toxic Substances Control
Sacramento Regional Office
8800 Cal Center Drive
Sacramento, California 95826-3268
Attention: Anthony J. Landis, P.E.
Chief, Northern California Operations
Office of Military Facilities

Any party may change its address or the individual to whose attention a notice is to be sent by giving written notice in compliance with this paragraph.

7.04 **Partial Invalidity.** If any portion of this Environmental Restriction or other terms set forth herein are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included.

7.05 **Exhibits.** All exhibits referenced in this Covenant are deemed incorporated into this Covenant by reference.

7.06 **Section Headings.** The section headings set forth in this Covenant are included for convenience and reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Covenant.

7.07 **Representative Authority.** The undersigned representative of each party to this Covenant certifies that he or she is fully authorized to enter into the terms and conditions of this Covenant and to execute and legally bind that party to this Covenant.

7.08 **Statutory References.** All statutory references include successor provisions.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor:

By: _____ Date: 5-16-2003
Jerry Brown
Mayor
City of Oakland

By: _____ Date: 5-15-2003
Aliza Gallo ALIZA GALLO
Executive Director
Oakland Base Reuse Authority

By: _____ Date: 5/15/03
Robert C. Bobb
City Manager/Agency Administrator
City of Oakland/Oakland Redevelopment Agency

Approved as to form and legality on _____.

By: _____ CURTIS S. RIDDER Date: 5-16-03
for John Russo
City Attorney/Agency Council
City of Oakland/Oakland Redevelopment Agency

Department of Toxic Substances Control:

By: _____ Date: 6-7-03
Anthony J. Landis, P.E.
Chief, Northern California Operations
Office of Military Facilities

STATE OF CALIFORNIA)

)

COUNTY OF Alameda)

On this 15th day of May, in the year 2003, before me Cheryl M. Moore, a Notary Public in and for said State, personally appeared Aliza Gallo, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity~~(ies)~~, and that by ~~his/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal.

CHERYL M. MOORE
Commission # 1280278
Notary Public - California
Alameda County
My Comm. Expires Apr 1, 2005

Signature C M Moore

STATE OF CALIFORNIA)

)

COUNTY OF Alameda)

On this 15th day of May, in the year 2003, before me Robert C. Bobb II, a ~~Notary Public in and for said State~~, personally appeared Cheryl M. Moore, Notary in state personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.

Signature C M Moore

CHERYL M. MOORE
Commission # 1290275
Notary Public - California
Alameda County
My Comm. Expires Apr 1, 2005

STATE OF CALIFORNIA)

)

COUNTY OF ALAMEDA)

On this 16TH day of MAY, in the year 2013, before me JAMIE R. SMITH, a Notary Public in and for said State, personally appeared JERRY BROWN, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his/her/their authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal.

JAMIE R. SMITH
Commission #1313659
Notary Public - California
Alameda County
My Comm. Expires Jul 17, 2005

Signature Jamie R. Smith

STATE OF CALIFORNIA)

)

COUNTY OF ALAMEDA)

On this 16TH day of MAY, in the year 2003, before me JAMIE R. SMITH, a Notary Public in and for said State, personally appeared CURTIS S. KIDDER, personally known to me (or ~~proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/her/their authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

JAMIE R. SMITH
Commission #1313659
Notary Public - California
Alameda County
My Comm. Expires Jul 17, 2005

Signature Jamie R. Smith

STATE OF CALIFORNIA)

)

COUNTY OF Sacramento)

On this 7th day of August, in the year 2003, before me Kathleen Duncan, a Notary Public in and for said State, personally appeared Anthony J. Landis, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

KATHLEEN DUNCAN
Commission # 1324587
Notary Public - California
Sacramento County
My Comm. Expires Oct 26, 2005

Signature Kathleen Duncan

ILLEGIBLE NOTARY SEAL DECLARATION

(GOVERNMENT CODE 27361.7)

I declare under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

NAME OF NOTARY: CHERYL M. MOORE

COMMISSION NUMBER: 1299275

NOTARY PUBLIC STATE: CALIFORNIA

COUNTY: ALAMEDA

MY COMMISSION EXPIRES: APRIL 1, 2005

SIGNATURE OF DECLARANT: Paul C Donahue

PRINT NAME OF DECLARANT: **PAUL C. DONAHUE AGENT FOR FIRST AMERICAN TITLE GUARANTY COMPANY**

CITY AND STATE OF EXECUTION: **CITY OF OAKLAND, STATE OF CALIFORNIA**

DATE SIGNED: AUGUST 8, 2003

ILLEGIBLE NOTARY SEAL DECLARATION

(GOVERNMENT CODE 27361.7)

I declare under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

NAME OF NOTARY: JAMIE R. SMITH

COMMISSION NUMBER: 1313659

NOTARY PUBLIC STATE: CALIFORNIA

COUNTY: ALAMEDA

MY COMMISSION EXPIRES: JULY 17, 2005

SIGNATURE OF DECLARANT: Paul C Donahue

PRINT NAME OF DECLARANT: **PAUL C. DONAHUE AGENT FOR FIRST AMERICAN TITLE GUARANTY COMPANY**

CITY AND STATE OF EXECUTION: **CITY OF OAKLAND, STATE OF CALIFORNIA**

DATE SIGNED: AUGUST 8, 2003

ILLEGIBLE NOTARY SEAL DECLARATION

(GOVERNMENT CODE 27361.7)

I declare under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

NAME OF NOTARY: KATHLEEN DUNCAN

COMMISSION NUMBER: 1324587

NOTARY PUBLIC STATE: CALIFORNIA

COUNTY: SACRAMENTO

MY COMMISSION EXPIRES: OCTOBER 26, 2005

SIGNATURE OF DECLARANT: Paul C Donahue

PRINT NAME OF DECLARANT: **PAUL C. DONAHUE AGENT FOR FIRST AMERICAN TITLE GUARANTY COMPANY**

CITY AND STATE OF EXECUTION: **CITY OF OAKLAND, STATE OF CALIFORNIA**

DATE SIGNED: August 8, 2003

EXHIBIT A

MAP OF PROPERTY
AND
LEGAL DESCRIPTION

(The legal description has seventeen pages and the Property map includes seven sheets.)

Exhibit "A"
Legal Description
Economic Development Conveyance Property
Oakland Army Base

All that certain real property, in the City of Oakland, County of Alameda, State of California, described as follows:

Parcel 1

A portion of the lands described in that certain Final Judgment, United States of America vs. Southern Pacific Railroad Company, et al., Case No. 22212-R, District Court of the United States in and for the Northern District of California, Southern Division, recorded October 23, 1943, in Book 4453 of Official Records, Page 70 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4453 O.R. 70) being that portion of said lands described as "Parcel 3" in an unrecorded "Transfer and Acceptance of Military Real Property", from the Naval Facilities Engineering Command to the Department of the Army, Sacramento District Engineers, Dated October 22, 1970; A portion of the Parcel of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded March 2, 1942, in Book 4189 of Official Records, Page 197 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4189 O.R. 197); A portion of that parcel of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded February 15, 1979 as Document 79-030025, in the Office of the Recorder of said Alameda County (hereinafter referred to as Doc. 79-030025); A portion of those Parcels of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded April 23, 1941, in Book 4017 of Official Records, Page 485 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4017 O.R. 485); A portion of those Parcels of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded October 6, 1941, in Book 4121 of Official Records, Page 191 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4121 O.R. 191); A portion of the lands described in that certain Final Judgment as to Tract 5, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded February 16, 1951 in Book 6361 of Official Records, Page 334 in the Office of the Recorder of said Alameda County (hereinafter referred to as 6361 O.R. 334); A portion of the lands described in that certain Final Judgment as to Tract 23, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded January 11, 1950 in Book 5987 of Official Records, Page 319 in the Office of the Recorder of said Alameda County (hereinafter referred to as 5987 O.R. 319); And a portion of the lands described in that certain Final Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland, et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded February 24, 1960, Reel 032, Image 660 of Official Records in the Office of the Recorder of said Alameda County (hereinafter referred to as Reel: 32, Image:660) all of which are more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence South 38°00'05" West, 989.35 feet to the eastern most corner of Parcel Seven as described in that certain Quitclaim Deed, recorded on June 15, 1999 as Doc. No. 99-222447 of Official Records, in the Office of the Recorder of Alameda County (hereinafter referred to as Doc. 99-222447), being a point on the agreed upon location of the "Low Tide Line of 1852" as described in City of Oakland Ordinance No. 3099 a certified copy of which was recorded on October 10, 1910 in Book 1837 of Deeds, Page 84, in the Office of the Recorder of Alameda County (hereinafter referred to as 1837 Deeds 84), said point being marked by a pin set in concrete in a monument well, as shown on said Army Map and being the **POINT OF BEGINNING** of Parcel 1 as herein described;

Thence departing from said agreed upon location of the "Low Tide Line of 1852", along the northeastern, northern and northwestern lines of said Parcel Seven (Doc. 99-222447), the following eight courses:

1) North 51°26'28" West 40.85 feet to the beginning of a non-tangent curve concave southeasterly, having a radius of 137.91 feet and a central angle of 36°35'48", from which beginning the radius point bears South 12°23'22" East;

2) along said curve to the left, an arc distance of 88.09 feet;

3) South 41°00'50" West, 320.04 feet;

4) South 48°54'49" East, 5.00 feet;

5) South 41°00'50" West, 423.59 feet;

6) North 81°57'10" West, 8.34 feet;

7) South 41°00'50" West, 10.00 feet;

8) South 48°59'10" East, 12.14 feet to a point on the northern line of Seventh Street as described by City of Oakland in Ordinance No. 481 N.S. finally passed by the Council of the City of Oakland on June 17, 1913;

Thence westerly along said northern line of Seventh Street, North 81°57'10" West 54.98 feet to the southwest corner of Parcel No. 2, Tract 14 as described in said Final Judgment as to Interests

of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland, et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L (Reel: 32, Image:660);

Thence departing from the said northern line of Seventh Street, along the northwestern line of said Parcel 2, Tract 14 (Reel: 32, Image:660) also being the northwestern line of Maritime Street, North 41°00'50" East, 4524.40 feet to the southeasterly corner of Parcel 1, Tract 14 (Reel: 32, Image:660);

Thence departing from the said northwestern line of said Parcel 2, Tract 14 (Reel: 32, Image:660) also being the northwestern line of Maritime Street, along the generally southern lines of said Parcel 1, Tract 14 the following nine courses:

1) North 81°56'51" West, 519.29 feet;

2) North 08°03'07" East, 936.41 feet;

3) South 86°48'30" West, 500.27 feet;

4) South 59°33'40" West, 589.58 feet;

5) North 75°26'49" West, 983.14 feet;

6) South 49°35'36" West, 978.73 feet;

7) North 40°23'33" West, 539.98 feet;

8) South 31°07'59" West, 1610.00 feet;

9) South 82°10'52" West, 510.13 feet to a point on said southern line, from which the southwest corner of said Parcel 1, Tract 14 bears South 82°10'52" West 3279.06 feet, said point being the southeast corner of that portion of Parcel 1 of Tract 14 that is alleged to have been transferred to the General Services Agency by the Army in an unrecorded form entitled "Real Property Acquisition Advice" dated March 28, 1983 and which alleges to describe the "underwater portion of Tract A-114 comprising the westward 138 acres+/-" (hereinafter referred to as the GSA Parcel);

Thence departing from the said generally southern line of said Parcel 1, Tract 14, along a line that is parallel with the western line of said Parcel 1, Tract 14, being the eastern line of the GSA Parcel, North 01°07'59" East 1113.29 feet;

Thence departing from said parallel line at right angles, South 88°52'01" East 611.72 feet to an angle point on the existing face of wharf located at the portion of the Oakland Army Base formerly known as Pier 7;

Thence northerly and westerly along said face of wharf, the following two courses:

1) North 41°16'18" East, 124.89 feet;

2) North 48°38'16" West, 249.42 feet to a point in the existing western perimeter fence line of said Pier 7;

Thence northerly along the said western perimeter fence line of Pier 7, the following two courses:

1) North 20°41'10" West, 640.82 feet;

2) North 1°48'40" West, 114.71 feet to a point on the southern line of Parcel "S" as described in that certain Indenture and Conveyance by and between the State of California acting by and through it's Department of Public Works and the California Toll Bridge Authority, and City of Oakland, acting by and through it's Board of Port Commissioners and recorded on February 17, 1942 in Book 4186 of Official Records, at Page 156 in the Office of the Recorder of Alameda County (hereinafter referred to as 4186 O.R. 156);

Thence along the southern line of said Parcel "S" (4186 O.R. 156), the following two courses:

1) North 88°08'30" East, 291.86 feet;

2) North 81°36'26" East, 3747.00 feet to the western most corner of said lands described in Final Judgment as to Tract 5, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L, (6361 O.R. 334);

Thence along the northern line of said Tract 5, North 64°17'11" East 397.63 feet to the western most corner of said lands described in Final Judgment as to Tract 23, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L (5987 O.R. 319) said angle point being marked by a 1 ½" brass disc with punch in the top of a concrete culvert as shown on said Army Map;

Thence along the northern line of said Tract 23, North 71°46'34" East 111.41 feet to the western most corner of Parcel 56444 as described in that certain Quitclaim Deed (I-880 Connector Corridor) recorded on February 13, 2002 as Document No. 2002072863 of Official Records in the Office of the Recorder of Alameda County (hereinafter referred to as Doc. 2002072863) said western corner being marked by a 1" iron pipe and CalTrans cap as shown on Record of Survey No. 1687, filed in Book 25 of Surveys, Pages 58-69, Alameda County Official Records, said western most corner of Parcel 56444 is further described as being the beginning of a non-tangent curve in the southwesterly line of said Parcel 56444, whose radius point bears South 8°37'39" West from said western most corner of Parcel 56444, said non-tangent curve being concave southwesterly, having a radius of 1457.00 feet, a central angle of 9°28'45";

Thence, along the generally southwestern line of said Parcel 56444, the following fifteen courses:

1) along said curve to the right, an arc distance of 241.05 feet;

2) South 63°07'59" East, 314.87 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;

3) South 59°26'20" East, 388.09 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;

4) South 54°38'31" East, 108.88 feet;

5) South 71°14'04" East, 214.96 feet;

6) South 68°12'53" East, 121.49 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;

7) South 52°34'03" East, 57.26 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;

8) South 26°23'46" West, 50.81 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;

9) South 67°50'56" East, 108.73 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;

10) North 40°50'20" East, 50.00 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;

11) South 59°26'20" East, 469.79 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;

12) South 64°31'30" East, 100.40 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;

13) South 59°20'55" East, 161.93 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687 marking the beginning of a non-tangent curve concave southwesterly, having a radius of 926.00 feet and a central angle of 13°07'36", from which the radius point bears South 31°52'38" West;

14) along said curve to the right, an arc distance of 212.15 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687 marking the beginning of a non-tangent curve concave westerly, having a radius of 926.00 feet and a central angle of 57°35'58", from which the radius point bears South 47°51'29" West;

15) along said curve to the right an arc distance of 930.91 feet to the intersection of said curve with the southeastern line of Parcel No. 1 as described in said Indenture between the Southern Pacific Company and the United States of America (4121, Page 191);

Thence along the southeastern line of said lands of said Parcel 1 (4121 O.R. 191), the southeastern line of the said parcel of land described in the Indenture between the Southern Pacific Company and the United States of America (Doc. 79-030025) and the southeastern line of said parcel of land described in the Indenture between the Southern Pacific Company and the United States of America (4189 O.R. 197), South 44°38'39" West, 2418.42 feet to an angle point in the southeastern line of said parcel;

Thence continuing along said southeastern line (4189 O.R. 197), South 50°22'32" West, 2558.74 feet to the eastern most corner of Parcel Six of said Quitclaim Deed (Doc. 99222447);

Thence along the northern line of said Parcel Six, the following six courses:

1) North 81°56'42" West, 579.78 feet;

2) North 56°26'26" West, 360.91 feet;

3) North 20°08'21" West, 15.45 feet;

4) North 14°24'00" West, 25.00 feet;

5) North 00°04'48" East, 10.68 feet;

6) North 51°26'30" West, 210.65 feet to the **POINT OF BEGINNING**, containing 15,425,853 square feet (354.129 acres), more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

EXCEPTING THEREFROM, that portion of Parcel 1, as hereinabove described, commonly referred to as the **"Building 780 Parcel"** being more particularly described as follows:

Parcel 1A

A portion of that certain Parcel of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded March 2, 1942, in Book 4189 of Official Records, Page 197 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4189 O.R. 197), being Parcel B as described in that unrecorded "Transfer and Acceptance of Military Real Property" from the Military Traffic Management Command of the Oakland Army Base to the 63rd R.S.C., dated December 17, 1998 (hereinafter referred to as the Building 780 Parcel), and being more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990,

filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence North 77°06'11" East 1106.11 feet to the western most corner of said Building 780 Parcel, said corner being marked by a bolt and washer stamped "LS 6379", being the **POINT OF BEGINNING** of Parcel 1A as herein described;

Thence along the northwest, northeast, southeast and generally southwestern lines of said Building 780 Parcel, the following eight courses:

1) North 08°06'06" East, 425.20 feet to the northern most corner of said parcel, said corner being marked by a concrete nail and shiner stamped "LS 6379";

2) South 81°58'14" East, 655.73 feet to the eastern most corner of said parcel;

3) South 08°01'46" West, 294.89 feet to the southeast corner of said parcel, said corner being marked by a pipe and plug stamped "LS 6379";

4) North 82°02'59" West, 117.67 feet to an angle point in said generally southwestern line, said angle point being marked by a pipe and plug stamped "LS 6379";

5) North 07°49'06" East, 31.76 feet to an angle point in said generally southwestern line, said angle point being marked by a pipe and plug stamped "LS 6379";

6) North 82°00'47" West, 261.81 feet to an angle point in said generally southwestern line;

7) South 07°59'16" West, 161.25 feet to an angle point in said southwesterly line, said angle point being marked by a 2.5" brass disk and bolt stamped "LS 6379";

8) North 82°03'57" West, 276.78 feet to the **POINT OF BEGINNING**, containing 221,199 square feet (5.078 acres) more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

AND ALSO EXCEPTING THEREFROM, that portion of Parcel 1 as hereinabove described, commonly referred to as the **"Building 762 Parcel"** being more particularly described as follows:

Parcel 1B

A portion of that Parcel of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded February 15, 1979 as Document 79-030025, in the Office of the Recorder of said Alameda County (hereinafter referred to as Doc. 79-030025); A portion of the Parcel of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded March 2, 1942, in Book 4189 of Official Records, Page 197 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4189 O.R. 197); A portion of the lands described in that certain Final

Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland, et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded February 24, 1960, Reel 032, Image 660 of Official Records in the Office of the Recorder of said Alameda County (herein after referred to as Reel:032, Image 660), being the "Parcel Encompassing Building 762" as described in that certain unrecorded "Transfer and Acceptance of Military Real Property" from the Military Traffic Management Command of the Oakland Army Base to the 63rd R.S.C., dated September 3, 1997 (herein after referred to as the Building 762 Parcel), and being more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence, North 43°48'16" East 958.07 feet to the western most corner of said Building 762 Parcel, said corner being marked by a 5/8" rebar with plastic cap stamped "LS 5671" being the **POINT OF BEGINNING** of Parcel 1B as herein described;

Thence, along the northwest, northeast, southeast and southwest lines of said parcel the following four courses:

1) North 41°02'39" East, 238.78 feet to the northern most corner of said parcel;

2) South 82°00'39" East, 299.96 feet to the eastern most corner of said parcel, said corner being marked by a 5/8" rebar with plastic cap stamped "LS 5671";

3) South 07°51'10" West, 200.86 feet to the southern most corner of said parcel, said corner being marked by a 5/8" rebar with plastic cap stamped "LS 5671";

4) North 81°54'53" West, 430.68 feet to the **POINT OF BEGINNING**, containing 73,278 square feet (1.682 acres) more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

The net area for Parcel 1 as herein above described (Parcel 1 area minus the areas for the Building 762 & 780 Parcels) contains 15,131,376 square feet (347.369 acres) more or less, measured in ground distances, of which 2,171,539 square feet (49.852 acres) is comprised of submerged lands, and 12,959,837 square feet (297.517 acres) is comprised of wharf structures and uplands.

Parcel 2

A portion of the Parcels of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded April 23, 1941, in Book 4017 of Official Records, Page 485 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4017 O.R. 485); A portion of the Parcels of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded October 6, 1941, in Book 4121 of Official Records, Page 191 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4121 O.R. 191); A portion of the lands described in that certain Final Judgment as to Tract 1 and as to Lack of Interests of Certain Persons as to Property Subject to the Above Action, United States of America vs. Santa Fe Land and Improvement Co., Southern Pacific Railroad Company, et al., Case No. 23099-S, District Court of the United States in and for the Northern District of California, Southern Division, recorded October 22, 1951, in Book 6566 of Official Records, Page 301 in the Office of the Recorder of said Alameda County (hereinafter referred to as 6566 O.R. 301); A portion of the lands described in that certain Final Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland, et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded February 24, 1960, Reel 032, Image 660 of Official Records in the Office of the Recorder of said Alameda County (hereinafter referred to as Reel:032, Image 660); A portion of the lands described in that certain Final Judgment as to Tract 5, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded February 16, 1951 in Book 6361 of Official Records, Page 334 in the Office of the Recorder of said Alameda County hereinafter referred to as 6361 O.R. 334); A portion of the lands described in that certain Final Judgment as to Parcel No. 6, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded May 23, 1960, Reel 092, Image 111 of Official Records, in the Office of the Recorder of said Alameda County (hereinafter referred to as Reel:092, Image:111), all of which are more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence North 48°22'05" East, 5692.24 feet to the northern most corner of Parcel 1, Tract 1 as described in said Final Judgment as to Tract 1 and as to Lack of Interests of Certain Persons as to Property Subject to the Above Action, United States of America vs. Santa Fe Land and Improvement Co., Southern Pacific Railroad Company, et al., Case No. 23099-S (6566 O.R. 301), said corner being the northwesterly terminus of the course "North 71°40'17" West 585.40 feet" in the description for said Parcel 1, Tract 1 (6566 O.R. 301), said corner being marked by a 2 ½" brass disk with punch mark stamped "City of Oakland Survey Station 8NW9" as shown on Record of Survey No. 1705, filed in Book 26 of Records of Surveys, at Page 1, Alameda County

Official Records, said corner being the **POINT OF BEGINNING** of Parcel 2 as herein described;

Thence, along the northeastern, southeastern and southwestern lines of said Parcel 1, Tract 1 (6566 O.R. 301) the following six courses:

1) South 70°28'41" East, 585.40 feet to an angle point in said line;

2) South 72°37'22" East, 182.32 feet to an angle point in said line;

3) South 76°59'49" East, 90.66 feet to an angle point in said line;

4) South 73°41'18" East, 136.19 feet to the eastern most corner of said Parcel 1 , Tract 1(6566 O.R. 301);

5) South 17°25'06" West, 105.53 feet to the southern most corner of said Parcel 1, Tract 1 (6566 O.R. 301) said corner being the beginning of a non-tangent curve concave southwesterly, having a radius of 682.89 feet and a central angle of 9°29'05", from which beginning the radius bears South 41°48'27" West;

6) along said curve to the left, an arc distance of 113.04 feet to the northeast corner of Parcel 2 described in said Indenture between the Southern Pacific Company and the United States of America (4121 O.R. 191);

Thence along the southeastern line of said Parcel 2 (4121 O.R. 191), South 30°58'28" West, 943.37 feet to the eastern most corner of Parcel 56444 as described in that certain Quitclaim Deed, recorded on February 13, 2002 as Document No. 2002072863 of Official Records, in the Office of the Recorder of Alameda County (hereinafter referred to as Doc. 2002072863);

Thence along the northeastern line of said Parcel 56444 (Doc. 2002072863) the following two courses:

1) North 42°37'24" West, 128.15 feet to the beginning of a curve concave southwesterly, having a radius of 1647.00 feet and a central angle of 0°35'58";

2) along said curve to the left, an arc distance of 17.23 feet to a point on the southeastern line of Parcel A as described in an unrecorded "Transfer and Acceptance of Military Real Property" from the Military Traffic Management Command of the Oakland Army Base to the 63rd R.S.C., dated December 17, said Parcel A being commonly referred to as the "Subaru Lot" (said Parcel A will hereinafter be referred to as the Subaru Lot); said southeastern line being the course "South 56°00'54" West, 39.01 feet" in the description of said Parcel A (the Subaru Lot);

Thence departing from the said northeastern line of Parcel 56444 (Doc. 2002072863), along the southeastern, eastern, northeastern and northern lines of said Parcel A (the Subaru Lot), the following twenty-four courses:

1) North 56°00'39" East, 30.42 feet to an angle point in said line;

2) North 49°48'18" East, 93.04 feet to an angle point in said line, said point being marked by a nail and washer with tag stamped LS 6379;

3) North 40°33'22" East, 49.03 feet to an angle point in said line, said point being marked by a nail and washer with tag stamped LS 6379;

4) North 37°08'59" East, 99.92 feet to an angle point in said line, said point being marked by a nail and washer with tag stamped LS 6379;

5) North 30°42'24" East, 148.96 feet to an angle point in said line, said point being marked by a nail and washer with tag stamped LS 6379;

6) North 25°50'39" East, 100.04 feet to the beginning of a curve concave westerly having a radius of 199.99 feet and a central angle of 25°52'29", said beginning of curve being marked by a nail and washer with tag stamped LS 6379;

7) along said curve to the left, an arc distance of 90.32 feet to the beginning of a curve concave southwesterly, having a radius of 354.97 feet and a central angle of 59°49'02", said beginning of curve being marked by a nail and washer with tag stamped LS 6379;

8) along said curve to the left, an arc distance of 370.59 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped LS 6379;

9) North 71°25'40" West, 87.02 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped LS 6379;

10) North 74°35'56" West, 103.17 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped LS 6379;

11) North 71°46'24" West, 32.44 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped LS 6379;

12) North 70°14'16" West, 101.26 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped LS 6379;

13) North 69°21'45" West, 49.64 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped LS 6379;

14) North 63°28'21" West, 40.88 feet to an angle point in said line, said point being marked by a ¾" brass tag in concrete stamped LS 6379;

15) North 66°07'36" West, 44.94 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped LS 6379;

16) North 69°32'54" West, 44.74 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped LS 6379;

17) North 72°38'25" West, 67.85 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped LS 6379;

18) North 70°15'39" West, 49.25 feet to an angle point in said line, said point being marked by a 1" iron pipe with plug stamped LS 6379;

19) South 80°41'00" West, 170.83 feet to an angle point in said line, said point being marked by a 1" iron pipe with plug stamped LS 6379;

20) North 87°09'05" West, 415.50 feet to beginning of a curve concave southerly, having a radius of 299.98 feet and a central angle of 25°11'31", said beginning of curve being marked by a 1" iron pipe with plug stamped LS 6379;

21) along said curve to the left, an arc distance of 131.90 feet to an angle point in said line;

22) South 67°39'24" West, 25.68 feet to the beginning of a curve concave southeasterly, having a radius of 199.99 feet and a central angle of 39°56'30", said beginning of curve being marked by a 1" iron pipe with plug and tack stamped LS 6379;

23) along said curve to the left, an arc distance of 139.42 feet to the beginning of a curve concave easterly, having a radius of 20.00 feet and a central angle of 29°55'43", said beginning of curve being marked by a 1 ½" brass disk and spike stamped LS 6379;

24) along said curve to the left, an arc distance of 10.45 feet to the intersection of said curve with the northeastern line of said Parcel 56444 (Doc. 2002072863), being a point on the course described as "South 65°41'47" East 135.08 feet" in the description of said Parcel 56444 (Doc. 2002072863);

Thence along said northeastern line of Parcel 56444 (Doc. 2002072863), the following seven courses:

1) North 65°41'40" West, 109.04 feet to an angle point in said line;

2) North 49°47'18" West, 162.81 feet to an angle point in said line;

3) North 54°46'46" West, 103.19 feet to an angle point in said line, said angle point being marked by a 1" iron pipe and CalTrans cap as shown on Record of Survey No. 1687 filed in Book 25 of Records of Surveys, at Pages 58-69, Alameda County Official Records;

4) North 47°07'33" West, 55.66 feet to the beginning of a curve concave southwesterly, having a radius of 1160.00 feet and a central angle of 12°07'10", said beginning of curve being marked by a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;

5) along said curve to the left, an arc distance of 245.37 feet to an angle point in said line, said angle point being marked by a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;

6) North 59°14'43" West, 262.30 feet to an angle point in said line, said angle point being marked by a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;

7) North 57°29'34" West, 66.49 feet to a point on a non-tangent curve concave southerly, having a radius of 1252.80 feet and a central angle of 8°05'48", from which the radius point bears South 08°32'47" East, said beginning of non-tangent curve being on a point on the generally northern line of "Parcel 3, Baldwin Yard" as shown on Record of Survey No. 1704, filed in Book 26 of Records of Surveys, at Page 65, Alameda County Official Records;

Thence departing from said northeastern line of Parcel 56444 (Doc. 2002072863), along said generally northern line of "Parcel 3, Baldwin Yard", the following three courses:

1) along said curve to the right, an arc distance of 177.04 feet to the beginning of a non-tangent curve concave southerly having a radius of 3336.10 feet and a central angle of 19°16'27", from which the radius point bears South 00°34'42" East;

2) along said curve to the right, an arc distance of 1122.26 feet to an angle point in said line;

3) South 71°17'43" East, 326.69 feet to an angle point in said line;

Thence departing from said generally northern line, South 70°28'52" East, 223.98 feet to a point on the northwest line of Parcel 2, Tract 14 as described in said Final Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L (Reel: 32, Image:660) also being the northwest line of former 34th Street (now Wake Avenue);

Thence along said northwest line of said Parcel 2, Tract 14 (Reel: 32, Image:660), North 79°57'58" East, 36.10 feet to the eastern most corner of said lands described in said Final Judgment as to Parcel No. 6, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L (Reel: 92, Image: 111);

Thence departing from said northwest line of said Parcel 2, Tract 14 (Reel: 32, Image:660), South 13°11'35" East, 60.09 feet to a point on the southeast line of said Parcel 2, Tract 14, also being the southeast line of former 34th Street (now Wake Avenue);

Thence along said southeast line of said Parcel 2, Tract 14 (Reel: 32, Image:660), North 79°57'58" East 11.54 feet to the **POINT OF BEGINNING**, containing 700,924 square feet (16.091 acres) more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

TOGETHER WITH:

Parcel 2A

All right, title and interest in and to Tract 1, Parcel 2 described in that certain Final Judgment as to Tract 1 and as to Lack of Interests of Certain Persons as to Property Subject to the Above Action, United States of America vs. Santa Fe Land and Improvement Co., Southern Pacific Railroad Company, et al., Case No. 23099-S, District Court of the United States in and for the Northern District of California, Southern Division, recorded October 22, 1951, in Book 6566 of Official Records, Page 301 in the Office of the Recorder of said Alameda County (hereinafter referred to as 6566 O.R. 301); being (1) all right title and interest in and to the existing over-head vehicular and/or railroad trestle located on said land (to the extent that the trestle still exists), and (2) A Perpetual Easement to use, patrol, maintain, operate, repair and/or reconstruct said existing over-head vehicular and/or railroad trestle in, over and across the property, including (but not by way of limitation) all such rights as were created by deed from Southern Pacific Railroad Company, a corporation, et al., to State of California, dated January 26, 1940 and recorded December 18, 1940 in Volume 4015 at page 159, Official Records of Alameda County (hereinafter referred to as 4015 O.R. 159), and being more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence North 48°22'05" East, 5692.24 feet to the northern most corner of Parcel 1, Tract 1 as described in said Final Judgment as to Tract 1 and as to Lack of Interests of Certain Persons as to Property Subject to the Above Action, United States of America vs. Santa Fe Land and Improvement Co., Southern Pacific Railroad Company, et al., Case No. 23099-S (6566 O.R. 301), said corner being the northwestern terminus of the course described as "North 71°40'17" West 585.40 feet" in the description of said Parcel 1, Tract 1 (6566 O.R. 301), said corner being marked by a 2 ½" brass disk with punch mark stamped "City of Oakland Survey Station 8NW9" as shown on Record of Survey No. 1705, filed in Book 26 of Records of Surveys, at Page 1, Alameda County Official Records;

Thence, along the generally northeastern line of said Parcel 1, Tract 1 (6566 O.R. 301) the following four courses:

1) South 70°28'41" East, 585.40 feet to an angle point in said line;

2) South 72°37'22" East, 182.32 feet to an angle point in said line;

3) South 76°59'49" East, 90.66 feet to an angle point in said line;

4) South 73°41'18" East, 136.19 feet to the eastern most corner of said Parcel 1, Tract 1 (6566 O.R. 301), said corner being the **POINT OF BEGINNING** of Parcel 2A as herein described;

Thence South 73°42'10" East, 3.70 feet to the beginning of a non-tangent curve concave southwesterly, having a radius of 534.64 feet and a central angle of 33°28'21, from which the radius point bears South 36°56'18" West;

Thence along said curve to the right, an arc distance of 312.34 feet to the beginning of a non-tangent curve concave westerly, having a radius of 3984.81 feet and a central angle of 1°34'21", from which beginning the radius point bears North 70°35'22" West;

Thence along said curve to the right, an arc distance of 109.36 feet to the beginning of a non-tangent curve concave westerly, having a radius of 4595.37 feet and a central angle of 0°17'23", from which beginning the radius point bears North 69°01'01" West;

Thence along said curve to the right, an arc distance of 23.24 feet;

Thence South 05°47'40" East, 45.22 feet;

Thence South 25°13'46" West, 15.00 feet to the beginning of a non-tangent curve concave southeasterly, having a radius of 655.70 feet and a central angle of 3°38'17", from which the radius point bears South 54°58'48" East;

Thence along said curve to the left, an arc distance of 41.63 feet to the beginning of a non-tangent curve concave southwesterly, having a radius of 434.65 feet and a central angle of 52°03'51", from which beginning the radius point bears North 84°55'35" West;

Thence along said curve to the left, an arc distance of 394.96 feet to the beginning of a non-tangent curve concave southwesterly, having a radius of 682.84 feet and a central angle of 1°11'51", from which beginning the radius point bears South 44°12'24" West;

Thence along said curve to the left, an arc distance of 14.27 feet;

Thence North 17°25'06" East, 105.53 feet to the **POINT OF BEGINNING**, containing 34,969 square feet (0.803 acres) more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

AND ALSO TOGETHER WITH:

Parcel 2B

That portion of the lands described in that certain Indenture between the United States of America and the East Bay Municipal Utility District, recorded August 22, 1973 at Reel 3494, Image 953 in the office of the Recorder of said Alameda County (Reel:3494, Image:953), being

an Easement for Army Drill Track Purposes over and across said portion of lands (Reel:3494, Image:953) being more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence North 48°22'05" East, 5692.24 feet to the northern most corner of Parcel 1, Tract 1 as described in said Final Judgment as to Tract 1 and as to Lack of Interests of Certain Persons as to Property Subject to the Above Action, United States of America vs. Santa Fe Land and Improvement Co., Southern Pacific Railroad Company, et al., Case No. 23099-S (6566 O.R. 301), said corner being the northwestern terminus of the course described as "North 71°40'17" West 585.40 feet" in the description of said Parcel 1, Tract 1 (6566 O.R. 301), being a point on the southeast line of Parcel 2, Tract 14 as described in that certain Final Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland, et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded February 24, 1960, Reel 032, Image 660 of Official Records in the Office of the Recorder of Alameda County (hereinafter referred to as Reel: 32, Image:660), said corner being marked by a 2 ½" brass disk with punch mark stamped "City of Oakland Survey Station 8NW9" as shown on Record of Survey No. 1705, filed in Book 26 of Records of Surveys, at Page 1, Alameda County Official Records;

Thence along said southeast line of said Parcel 2, Tract 14 (Reel: 32, Image:660), also being the southeast line of former 34th Street (now Wake Avenue) the following two courses:

1) North 79°57'58" East, 295.64 feet;

2) North 76°48'55" East, 942.61 feet to a point on a curve that is concentric with and 60.00 feet westerly of the western line of the Southern Pacific Company Right of Way, as said right of way is shown upon said unrecorded map (the Army Map), said western line also being the eastern line of said easement for drill track purposes (Reel:3494, Image:953), said concentric curve being a non-tangent curve concave westerly, having a radius of 7529.50 feet and a central angle of 4°36'37", from which the radius point bears North 75°31'12" West, said point on said concentric curve being the **POINT OF BEGINNING** of Parcel 2B as herein described;

Thence along said concentric curve to the left, an arc distance of 605.85 feet to the beginning of a compound curve concave westerly, having a radius of 10632.98 feet and a central angle of 1°47'52", from which beginning the radius point bears North 80°07'49" West, said compound curve also being concentric with and 60.00 feet westerly of the western line of the said Southern

Pacific Company Right of Way as said right of way is shown upon said unrecorded map (the Army Map);

Thence along said concentric curve to the left, an arc distance of 333.62 feet to the northeastern line of the said lands described in that certain Indenture between the United States of America and the East Bay Municipal Utility District (Reel:3494, Image:953);

Thence along said northeastern line South 58°07'37" East, 65.54 feet to a point on said western line of the said Southern Pacific Company Right of Way as said right of way is shown upon said unrecorded map (the Army Map), said point being the beginning of a non-tangent curve concave westerly, having a radius of 10692.98 feet and a central angle of 1°39'22", from which beginning the radius point bears North 81°47'10" West;

Thence along said western line of the said Southern Pacific Company right of way as said right of way is shown upon said unrecorded map (the Army Map) the following two courses:

1) along said curve to the right, an arc distance of 309.06 feet to the beginning of a compound curve, concave westerly having a radius of 7589.49 feet and a central angle of 4°22'23";

2) along said curve to the right, an arc distance of 579.26 feet to said southeast line of said Parcel 2, Tract 14 (Reel: 32, Image:660);

Thence along said southeast line of said Parcel 2, Tract 14 (Reel: 32, Image:660), South 76°48'55" West, 67.67 feet to the **POINT OF BEGINNING**, containing 54,841 square feet (1.259 acres) more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Records of Surveys, Pages 50-60, Alameda County Records unless otherwise indicated. To obtain ground level distances, multiply distances called for herein by 1.0000705.

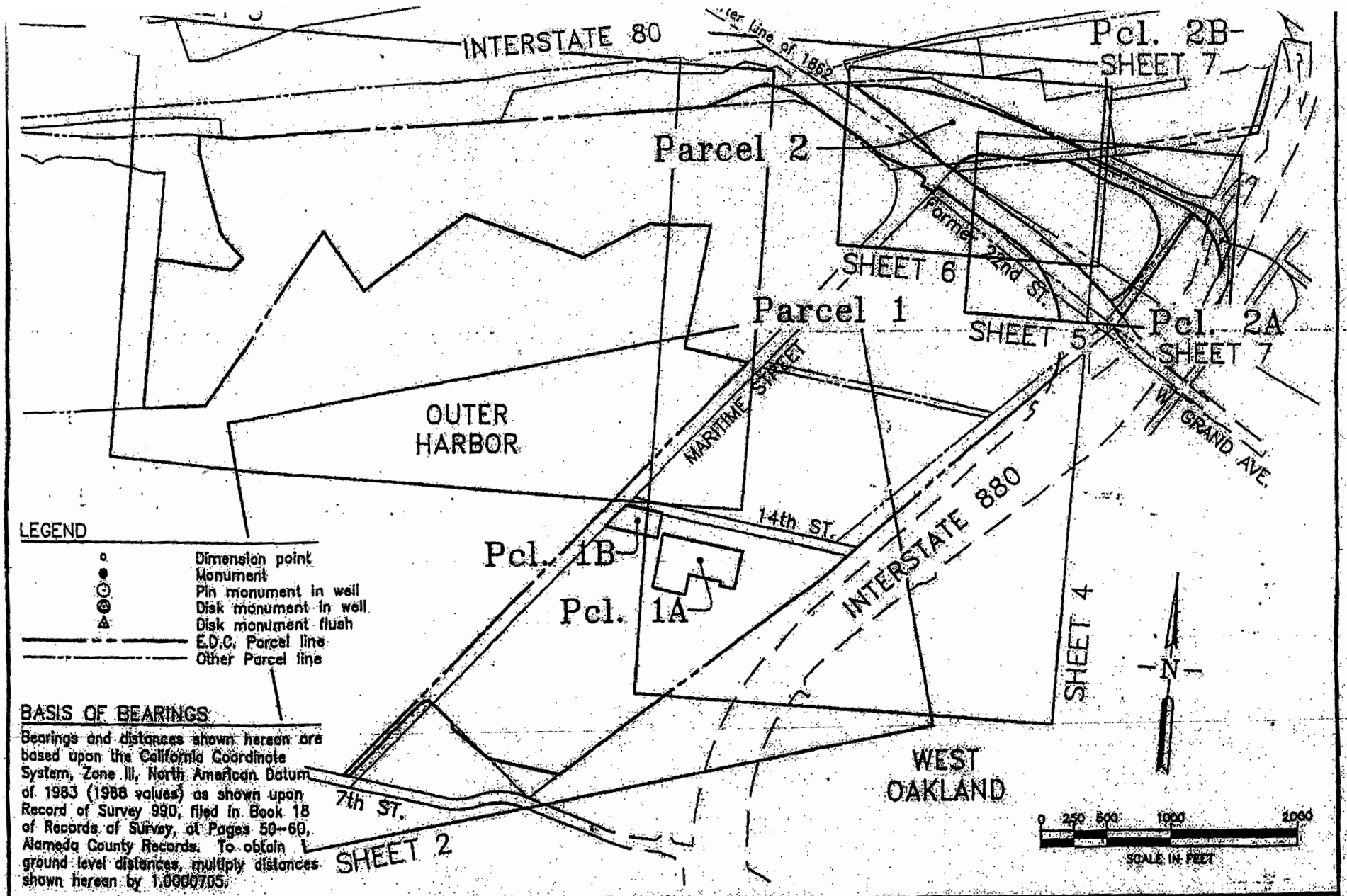
End of Description

I hereby state that this description and its accompanying plat were prepared by me, or under my direction, in April 2003.

John R. Monaghan, LS 6122
License Expires: 03/31/06

7/24/03
Date

LICENSED LAND SURVEYOR
JOHN R. MONAGHAN
No 6122
Exp. 3/31/06
STATE OF CALIFORNIA



LEGEND

- Dimension point
- Monument
- Pin monument in well
- Disk monument in well
- Disk monument flush
- E.D.C. Parcel line
- Other Parcel line

BASIS OF BEARINGS

Bearings and distances shown hereon are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1988 values) as shown upon Record of Survey 990, filed in Book 18 of Records of Survey, at Pages 50-60, Alameda County Records. To obtain ground level distances, multiply distances shown hereon by 1.0000705.

PORT OF OAKLAND
LAND SURVEYS AND MAPPING
530 Water Street
Oakland, California

EXHIBIT "A"
PLAT TO ACCOMPANY LEGAL DESCRIPTION
ECONOMIC DEVELOPMENT CONVEYANCE PROPERTY
OAKLAND ARMY BASE

DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord: 104471
SCALE: 1" = 1000'	Data File:
DATE: 3/24/2003	Revision: 5
SHEET 1 OF 7	Rev. date: 7/24/2003
ATTACHMENTS:	
FILE LOC.: EDC-PLAT R5.DWG (1)	

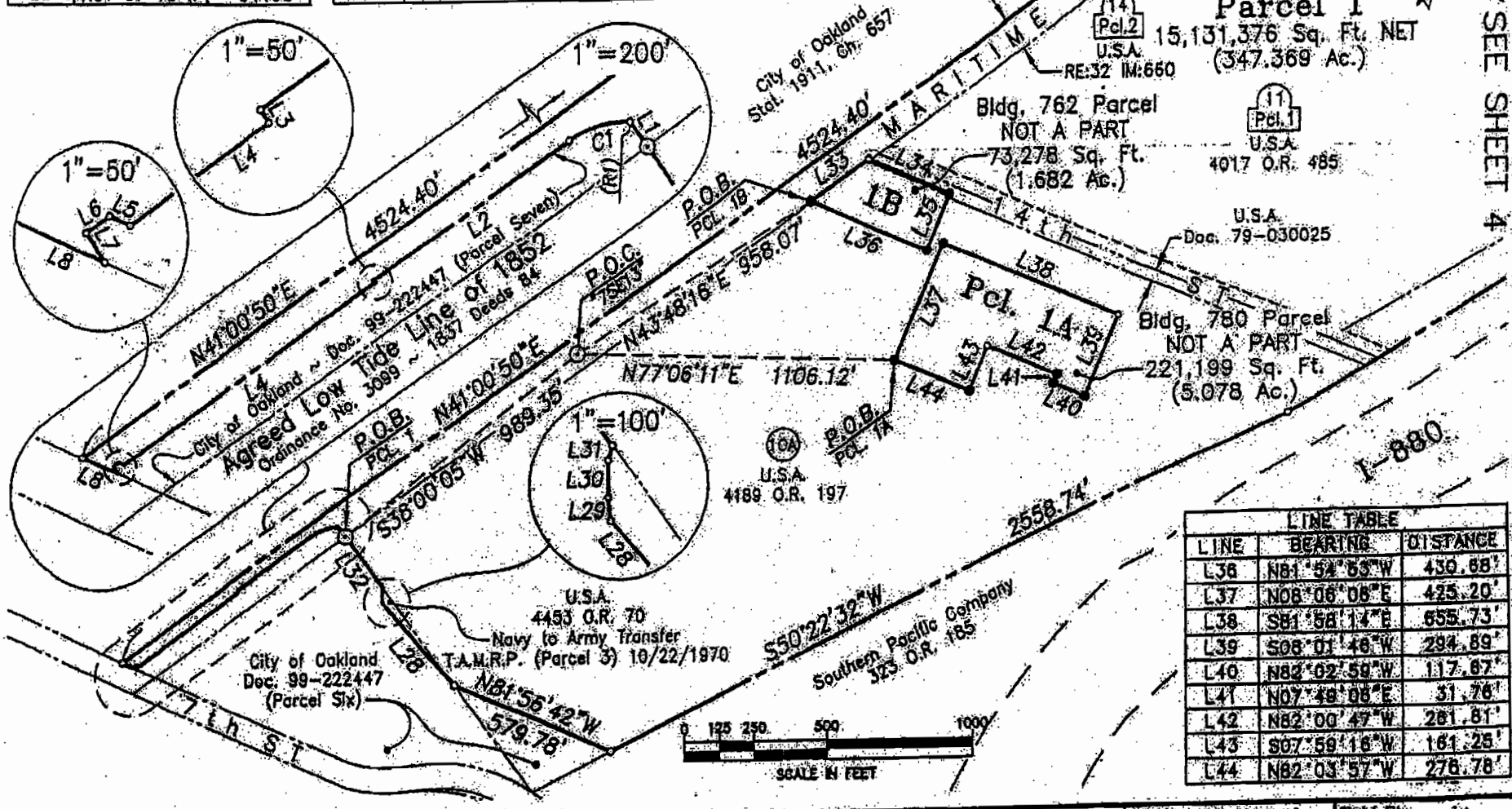
LINE	BEARING	DISTANCE
L1	N51° [illegible]8"W	40.85'
L2	S41°00'50"W	320.04'
L3	S48°54'49"E	5.00'
L4	S41°00'50"W	423.59'
L5	N81°57'10"W	8.34'
L6	S41°00'50"W	10.00'
L7	S48°59'10"E	12.14'
L8	N81°57'10"W	54.98'

LINE	BEARING	DISTANCE
L28	N58°28'26"W	360.91'
L29	N20°08'21"W	15.45'
L30	N14°24'00"W	25.00'
L31	N00°04'48"E	10.68'
L32	N51°26'30"W	210.65'
L33	N41°02'39"E	238.78'
L34	S82°00'39"E	299.96'
L35	S07°51'10"W	200.86'

RADIAL	BEARING
R1	[illegible]°23'22"E

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	36°35'48"	137.91'	88.09'

NOTE: ALL AREAS SHOWN HEREON ARE MEASURED IN GROUND DISTANCES.



LINE TABLE		
LINE	BEARING	DISTANCE
L36	N81°54'53"W	430.68'
L37	N08°06'08"E	425.20'
L38	S81°58'14"E	655.73'
L39	S08°01'46"W	294.89'
L40	N82°02'59"W	117.87'
L41	N07°49'08"E	31.76'
L42	N82°00'47"W	261.81'
L43	S07°59'16"W	161.26'
L44	N82°03'57"W	278.78'

PORT OF OAKLAND

LAND SURVEYS AND MAPPING

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DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord: 104471
SCALE: 1" = 500'	Data File:
DATE: 3/24/2003	Revision: 5
SHEET 2 OF 7	Rev. date: 7/24/2003
ATTACHMENTS:	
FILE LOC.> EDC-PLAT_R5.DWG (2)	

MEASURE GROUND DISTANCES.

ITERSTATE

City of Oakland
Doc. 79-034788 (Parcel 1)

State of California
4186 O.R. 156 (Parcel "S")

City of Oakland
Doc. 79-034788 (Parcel 2)

L14

5
U.S.A.
8361 O.R. 334

3747.00'

N81°36'26"E

EXISTING FACE OF WHARF

14
Pcl. 1
U.S.A.
RE:32 IM:660

Parcel 1
15,131,376 Sq. Ft. NET TOTAL
(347.369 Ac.)

SEE SHEET 4

L12

L13

WHARF STRUCTURES
AND UPLANDS AREA
12,959,837 Sq. Ft.
(297.517 Ac.)

SUBMERGED AREA
2,171,539 Sq. Ft.
(49.852 Ac.)

N20°41'10"W
640.82'

L10

L9

14
Pcl. 1
U.S.A.
RE:32 IM:660

S88°52'01"E
611.72'

N40°23'33"W
539.98'

S49°35'36"W
978.73'

N75°26'49"W
983.14'

S59°33'40"W
589.58'

S86°48'30"W
500.27'

N08°03'07"E
936.41'

N81°56'51"W
519.29'

City of Oakland
Stat. 1911, Ch. 657

S31°07'59"W
1610.00'

N01°07'59"E
1113.29'

S82°10'52"W
510.13'

"G.S.A. Parcel"
Submerged Portion of Tract 14, Parcel 1
Final Judgement, RE:32 IM:660
Transferred to G.S.A. per R.P.A.A. dated 3/28/1983
G.S.A. Form No. 1011

N

14
Pcl. 2
U.S.A.
RE:32 IM:660

N41°00'50"E
4524.40'

MARITIME STREET

0 125 250 500 1000
SCALE IN FEET

SEE SHEET 2

LINE TABLE		
LINE	BEARING	DISTANCE
L9	N41°18'18"E	124.89'
L10	N48°58'18"W	249.42'
L11	DELETED	
L12	N01°48'40"W	114.71'
L13	N88°08'30"E	291.86'
L14	N64°17'11"E	397.63'
L15	N71°46'34"E	111.41'

PORT OF OAKLAND

LAND SURVEYS AND MAPPING

530 Water Street
Oakland, California

EXHIBIT "A"

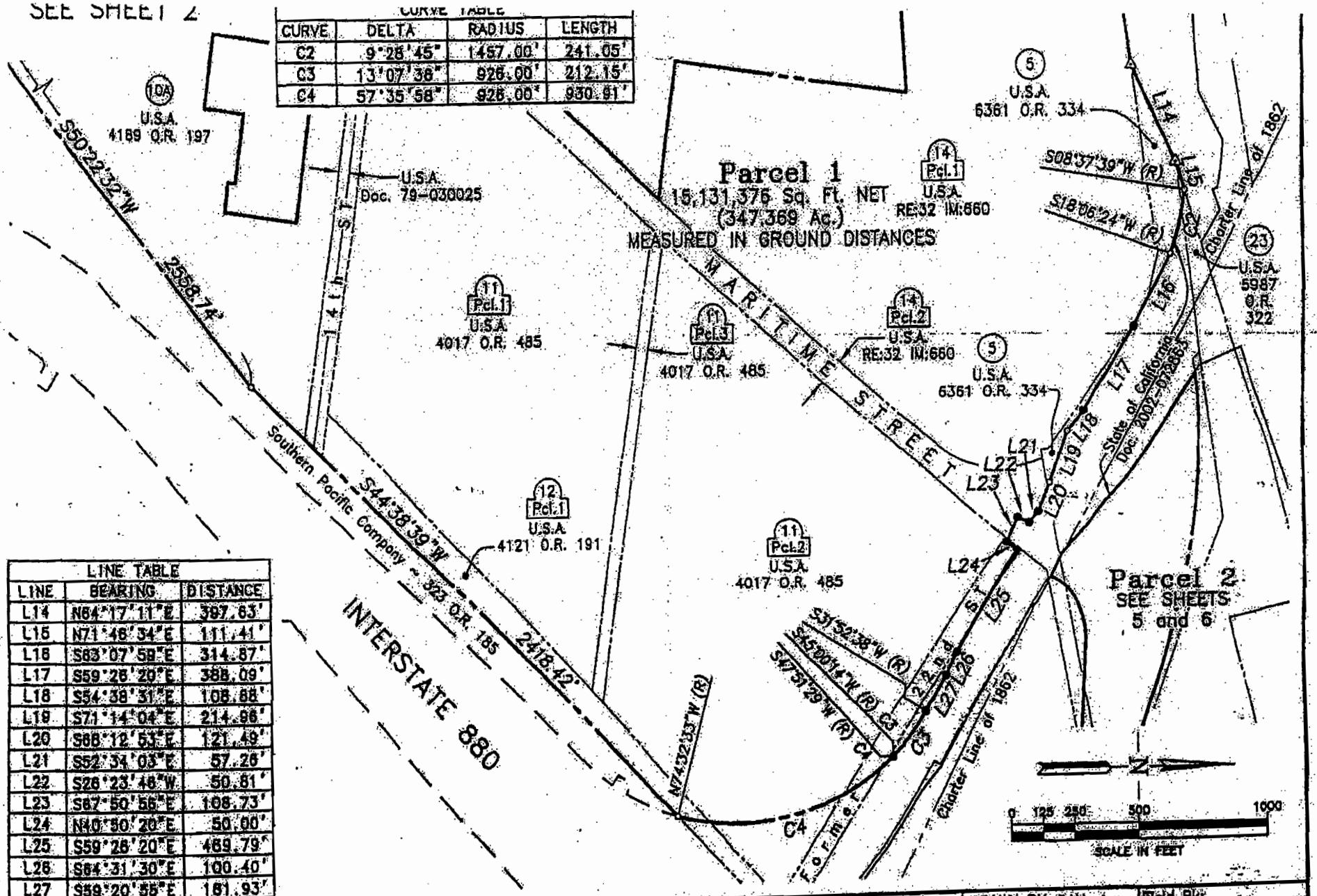
PLAT TO ACCOMPANY LEGAL DESCRIPTION
ECONOMIC DEVELOPMENT CONVEYANCE PROPERTY
OAKLAND ARMY BASE

DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord:104471
SCALE: 1"=500'	Data File:
DATE: 3/24/2003	Revision:5
SHEET 3 OF 7	Rev. date: 7/24/2003
ATTACHMENTS:	
FILE LOC.: EDC-PLAT_R5.DWG (3)	

SEE SHEET 2

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C2	9°28'45"	1457.00'	241.05'
C3	13°07'38"	926.00'	212.15'
C4	57°35'58"	926.00'	930.91'



LINE TABLE

LINE	BEARING	DISTANCE
L14	N64°17'11"E	397.63'
L15	N71°46'34"E	111.41'
L16	S63°07'58"E	314.87'
L17	S59°26'20"E	388.09'
L18	S54°38'31"E	108.68'
L19	S71°14'04"E	214.96'
L20	S66°12'53"E	121.49'
L21	S52°34'03"E	57.26'
L22	S26°23'46"W	50.81'
L23	S67°50'56"E	108.73'
L24	N40°50'20"E	50.00'
L25	S59°26'20"E	469.79'
L26	S64°31'30"E	100.40'
L27	S59°20'55"E	161.93'

PORT OF OAKLAND
LAND SURVEYS AND MAPPING
530 Water Street
Oakland, California

EXHIBIT "A"
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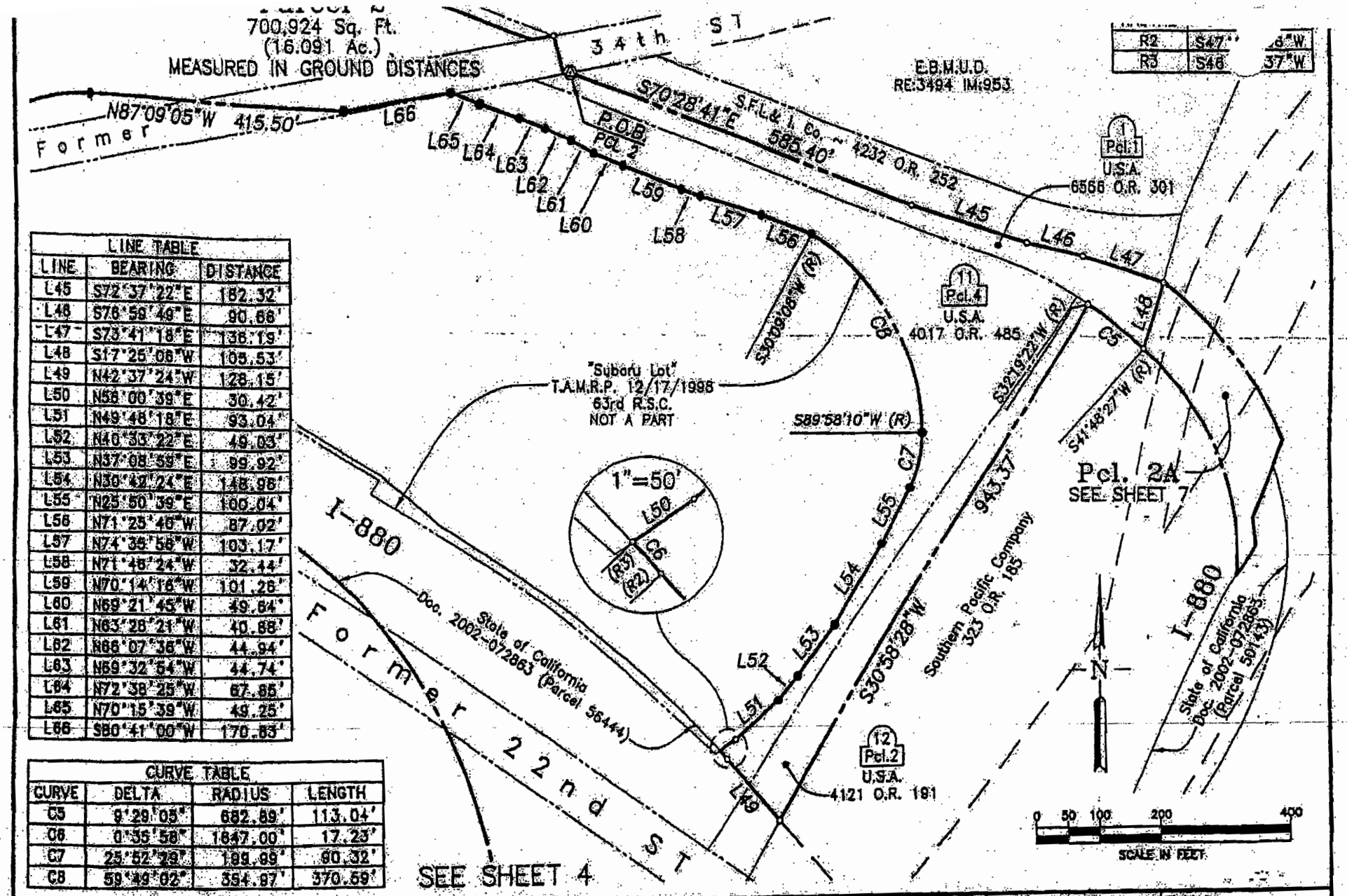
ECONOMIC DEVELOPMENT CONVEYANCE PROPERTY
OAKLAND ARMY BASE

DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord:104471
SCALE: 1" = 500'	Data File:
DATE: 3/24/2003	Revision:5
SHEET 4 OF 7	Rev. date: 7/24/2003
ATTACHMENTS:	
FILE LOC.> EDC-PLAT_R5.DWG (4)	



LINE TABLE		
LINE	BEARING	DISTANCE
L45	S72°37'22"E	182.32'
L46	S76°59'49"E	90.68'
L47	S73°41'18"E	136.19'
L48	S17°25'06"W	105.53'
L49	N42°37'24"W	128.15'
L50	N56°00'39"E	30.42'
L51	N49°48'18"E	93.04'
L52	N40°33'22"E	49.03'
L53	N37°08'59"E	99.92'
L54	N30°42'24"E	148.98'
L55	N25°50'39"E	100.04'
L56	N71°25'40"W	87.02'
L57	N74°35'56"W	103.17'
L58	N71°46'24"W	32.44'
L59	N70°14'16"W	101.26'
L60	N69°21'45"W	49.64'
L61	N63°28'21"W	40.88'
L62	N66°07'36"W	44.94'
L63	N69°32'54"W	44.74'
L64	N72°38'25"W	67.85'
L65	N70°15'39"W	49.25'
L66	S80°41'00"W	170.83'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C5	9°29'05"	682.89'	113.04'
C6	0°35'58"	1647.00'	17.23'
C7	25°52'29"	199.89'	90.32'
C8	59°49'02"	354.97'	370.59'

PORT OF OAKLAND

LAND SURVEYS AND MAPPING

530 Water Street
Oakland, California

EXHIBIT "A"

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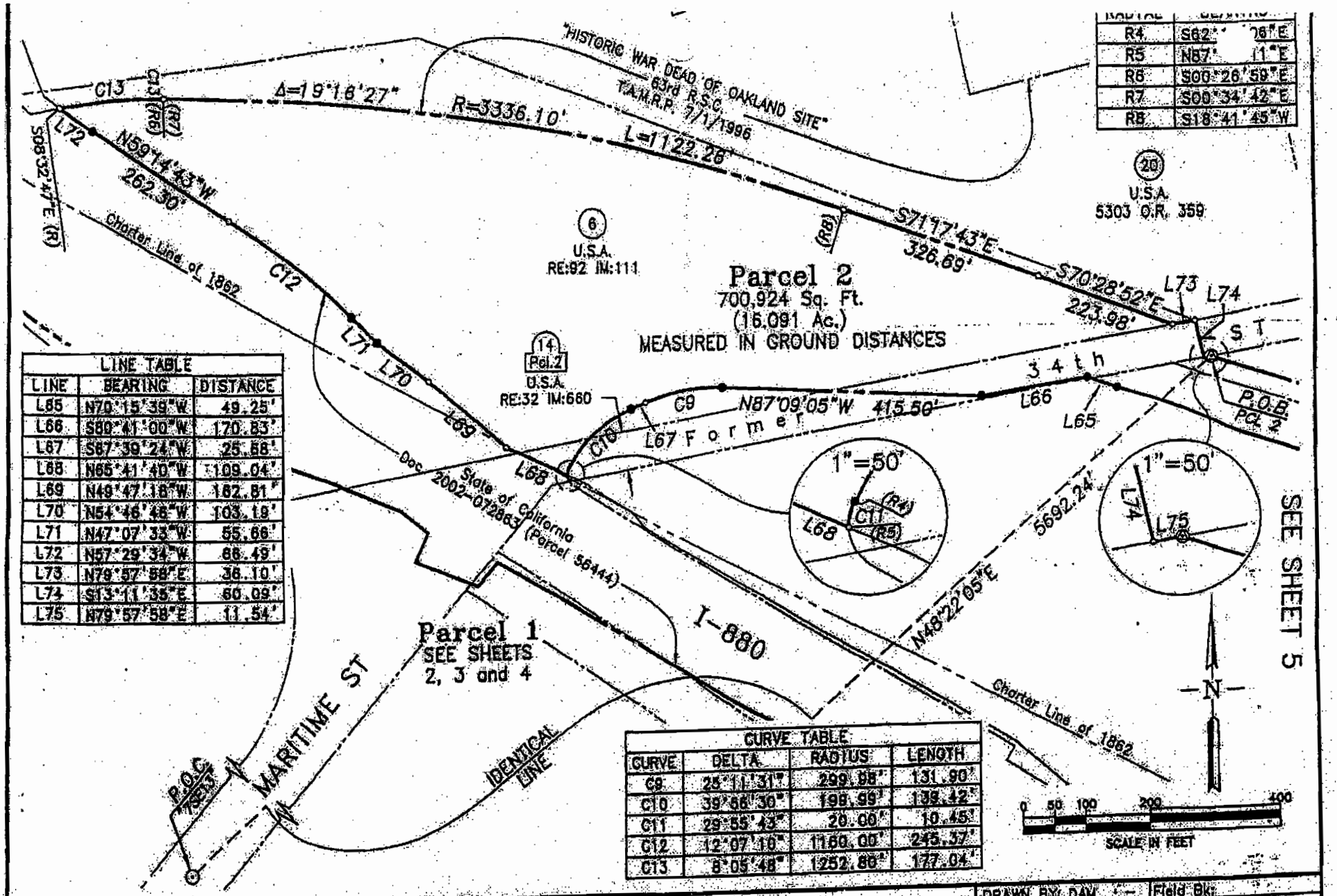
OAKLAND ARMY BASE

DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord.:104471
SCALE: 1"= 200'	Data File:
DATE: 3/24/2003	Revision:5
SHEET 5 OF 7	Rev. date: 7/24/2003
ATTACHMENTS:	
FILE LOC.> EDC-PLAT_R5.DWG (5)	



RADIUS	BEARING
R4	S62°[illegible]26"E
R5	N87°[illegible]11"E
R6	S00°26'59"E
R7	S00°34'42"E
R8	S18°41'45"W

LINE TABLE		
LINE	BEARING	DISTANCE
L65	N70°15'39"W	49.25'
L66	S80°41'00"W	170.83'
L67	S67°39'24"W	25.58'
L68	N65°41'40"W	109.04'
L69	N49°47'18"W	182.81'
L70	N54°46'46"W	103.19'
L71	N47°07'33"W	55.66'
L72	N57°29'34"W	66.49'
L73	N79°57'58"E	36.10'
L74	S13°11'35"E	60.09'
L75	N79°57'58"E	11.54'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C9	25°11'31"	299.98'	131.90'
C10	39°66'30"	198.99'	139.42'
C11	29°55'43"	20.00'	10.45'
C12	12°07'10"	1160.00'	245.37'
C13	8°05'48"	1252.80'	177.04'

PORT OF OAKLAND

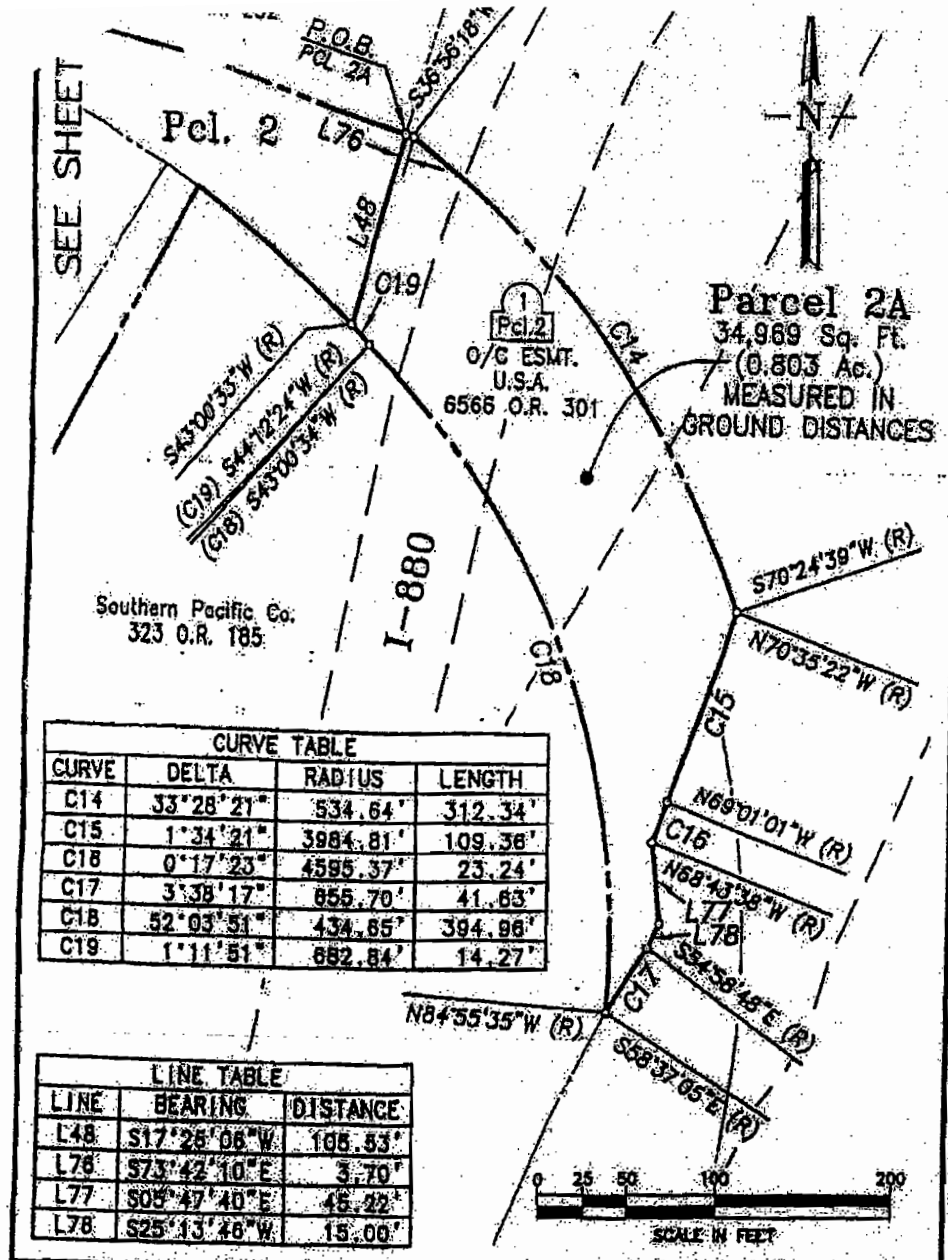
LAND SURVEYS AND MAPPING

530 Water Street
Oakland, California

EXHIBIT "A"

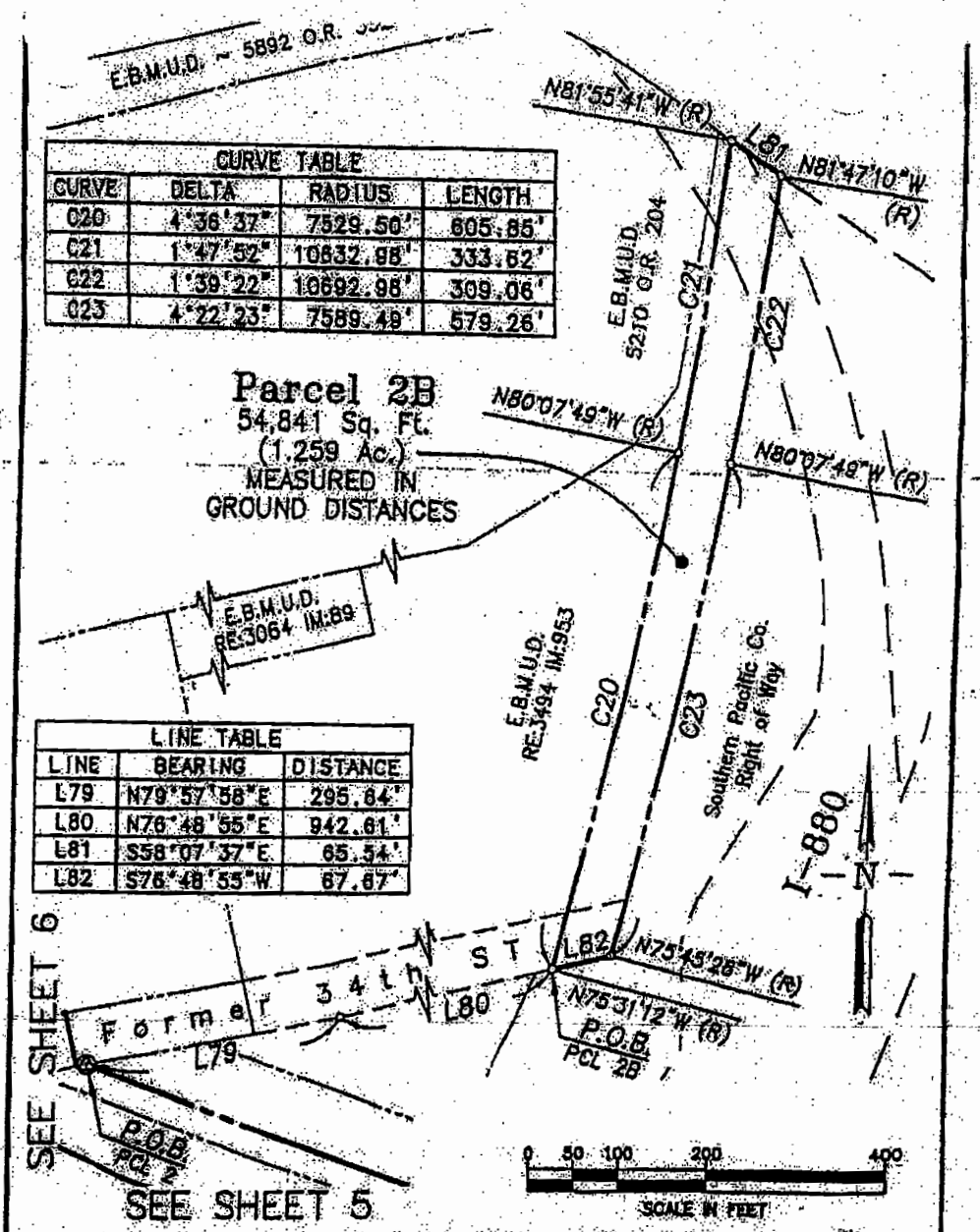
PLAT TO ACCOMPANY LEGAL DESCRIPTION
ECONOMIC DEVELOPMENT CONVEYANCE PROPERTY
OAKLAND ARMY BASE

DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord: 104471
SCALE: 1" = 200'	Data File:
DATE: 3/24/2003	Revision: 5
SHEET 6 OF 7	Rev. date: 7/24/2003
ATTACHMENTS:	
FILE LOC.: EDC-PLAT_R5.DWG (8)	



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C14	33°28'21"	534.64'	312.34'
C15	1°34'21"	3984.81'	109.36'
C16	0°17'23"	4595.37'	23.24'
C17	3°38'17"	655.70'	41.63'
C18	52°03'51"	434.65'	394.96'
C19	1°11'51"	682.84'	14.27'

LINE TABLE		
LINE	BEARING	DISTANCE
L48	S17°26'06"W	106.53'
L76	S73°42'10"E	3.70'
L77	S05°47'40"E	46.22'
L78	S25°13'46"W	15.00'



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C20	4°36'37"	7529.50'	605.85'
C21	1°47'52"	10832.98'	333.62'
C22	1°39'22"	10692.98'	309.06'
C23	4°22'23"	7589.49'	579.26'

LINE TABLE		
LINE	BEARING	DISTANCE
L79	N79°57'58"E	295.64'
L80	N76°48'55"E	942.61'
L81	S58°07'37"E	65.54'
L82	S76°48'55"W	67.67'

PORT OF OAKLAND

LAND SURVEYS AND MAPPING

530 Water Street
Oakland, California

EXHIBIT "A"

PLAT TO ACCOMPANY LEGAL DESCRIPTION
ECONOMIC DEVELOPMENT CONVEYANCE PROPERTY
OAKLAND ARMY BASE

DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord: 104471
SCALE: 1" = AS NOTED	Data File:
DATE: 3/24/2003	Revision: 5
SHEET 7 OF 7	Rev. date: 7/24/2003
ATTACHMENTS:	
FILE LOC.: EDC-PLAT R5.DWG (6)	

EXHIBIT B

INTERIM LAND USE WAIVER

Department of Toxic Substances Control

Edwin F. Lowry, Director
8800 Cal Center Drive
Sacramento, California 95826-3200

H. Hickox
Secretary
la Environmental
ection Agency

Gray Davis
Governor

August 7, 2003

Mr. Andrew Clough
FOSET Environmental Manager
Oakland Base Reuse Authority
700 Murmansk Street, Suite 3
Oakland, California 94607

INTERIM LAND USE WAIVER, FORMER OAKLAND ARMY BASE, CALIFORNIA

Dear Mr. Clough:

Pursuant to the Consent Agreement regarding the proposed transfer of Oakland Army Base entered into by the Department of Toxic Substances Control (DTSC) and the Oakland Base Reuse Authority and the City of Oakland, acting by and through the Oakland Redevelopment Agency (collectively the City), DTSC and the City are required to execute a Covenant to Restrict Use of Property (Covenant) at the time of transfer of the proposed property. The Covenant restricts and prohibits, among other things, sensitive land uses, including, but not limited to, residential housing, schools, day-care facilities, hospitals and hospices. The Covenant allows the City to request a waiver, which DTSC may approve if it determines that such a waiver will be protective of public health and the environment. The City may further request that DTSC grant an extension to a waiver, which DTSC may approve if it determines that such extension will be protective of public health and the environment.

DTSC received a waiver request, dated March 9, 2003, from the City regarding interim use of four buildings/areas at the former Oakland Army Base. The City is the proposed future owner of 363.3 acres of the former Oakland Army Base which include the four buildings/areas that are the subject of the waiver request. The City requested that DTSC issue a waiver allowing certain restricted uses at four buildings/areas of the former Oakland Army Base upon property transfer. The City further requested that DTSC include the waiver approval as an exhibit to the Covenant to Restrict Use of Property that will cover the proposed transfer property.

Currently, the City leases the majority of the former Oakland Army Base from the Army and subleases multiple areas to various tenants. The following four buildings/areas are currently being used for sensitive uses: .

Building 796 – Oakland Military Institute operates Building 796, a former Army barracks and administrative building, and several temporary classroom units located on the adjacent asphalted parking area as a school. Approximately 300 students attend classes at the Oakland Military Institute.

Building 740 – Operation Dignity operates Building 740, a former bowling alley, as a 100-bed winter emergency relief shelter for homeless men and women.

Building 655 – Child Development Program provides day care services to approximately 90 children in Building 655, a former Army child care center and adjacent fenced play areas.

Building 650 – Milestones Human Services, Incorporated operates a licensed residential drug and alcohol treatment facility for homeless men and women in Building 650, a former Army guest house.

Appendix D to the Remedial Action Plan, dated September 27, 2002, further describes these buildings.

DTSC has reviewed existing investigation data associated with these buildings/areas and the lead concentrations in surface soil at the Building 655 play areas collected by the City. The existing data does not indicate a release of a hazardous substance. Based on a site inspection and review of all available data and available records for these buildings/areas, DTSC agrees to waive the restrictions and prohibitions in Section 4.01(a) of the Covenant to Restrict Use of Property for Buildings 796, 740, 655 and 690 and immediate surrounding areas with the following conditions:

1. Buildings 796, 740, 655 and 650 shall be used by the same tenants or occupants as identified in this letter and the Remedial Action Plan, Appendix D.

2. The tenants or occupants shall continue the same uses as identified in this letter and the Remedial Action Plan, Appendix D.

3. The effective date of this waiver is concurrent with the date the City records the Covenant to Restrict Use of Property with the Alameda County Assessor's Office.

4. This waiver expires five (5) years from the date the Army transfers the property to the City via the Economic Benefit Conveyance, or five (5) years after the recordation of the Covenant to Restrict Use of Property, whichever is earlier.

5. The City, tenants and occupants of Buildings 796, 740, 655 and 650 shall continue to comply with all other sections of the Covenant to Restrict Use of Property.

6. This waiver shall be attached to the Covenant to Restrict Use of Property as Exhibit B.

If you have any question regarding this matter, please contact Mr. Daniel Murphy at (510) 540-3772.

Sincerely,

Anthony J. Landis

Anthony J. Landis, P.E.
Chief
Northern California Operations
Office of Military Facilities

cc: Ms. Aliza Gallo
Executive Director
Oakland Base Reuse Authority
700 Murmansk Street, Suite 3
Oakland, California 94607

Ms. Diane Heinze
Associate Environmental Scientist
Port of Oakland
Post Office Box 2064
Oakland, California 94604-2064

Mr. Roger Caswell
BRAC Environmental Coordinator
Oakland Army Base
BRAC Transition Office
2475D West 12th Street
Oakland, California 94607

cc: Ms. Xuan-Mai Tran (SFD-8-2)
Remedial Project Manager
U.S. Environmental Protection Agency
Region IX
75 Hawthorne Street
San Francisco, California 94105

Ms. Adriana Constantinescu
Project Manager
Regional Water Quality Control Board
1515 Clay Street, Suite 1400
Oakland, California 94612

Mr. Daniel Murphy
Office of Military Facilities
Department of Toxic Substances Control
700 Heinz Avenue, Suite 200
Berkeley, California 94710-2721

EXHIBIT 15.1.4-B
TO
GROUND LEASE
FOR
[CENTRAL GATEWAY OR EAST GATEWAY, AS APPLICABLE]

ARMY EDC DEED

[See Attached]

RECORDING REQUESTED BY
FIRST AMERICAN TITLE

RECORDING AT THE REQUEST OF FIRST AMERICAN TITLE

WHEN RECORDED RETURN TO:

Oakland Base Reuse Authority
700 Murmansk Street, Suite 3
Oakland, California 94607-5009
ATTN: Aliza Gallo, Executive Director

DEED NO. DACA05-9-03-567

2003466370 08/08/2003 11:56 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

135 PGS

135
NO

RECORDER STAMP

159883

EXEMPT FROM RECORDING FEE PER GOVNT CODE 27383

EXEMPT FROM TRANSFER TAX PER R&T CODE 11922

QUITCLAIM DEED FOR NO-COST ECONOMIC DEVELOPMENT CONVEYANCE PARCEL COUNTY OF ALAMEDA, CALIFORNIA

THIS DEED ("Deed"), made and executed as of August 7 2003 by the UNITED STATES OF AMERICA, acting by and through the SECRETARY OF THE ARMY, (hereinafter referred to as the "GRANTOR"), under and pursuant to the power and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (Public Law No. 101-510, 10 U.S.C. §2687 note, hereinafter referred to as "BRAC Law"), and delivered to and accepted by the OAKLAND BASE REUSE AUTHORITY, created pursuant to a California Joint Powers Agreement among the City of Oakland, Alameda County and the Oakland Redevelopment Agency, and recognized as the designated Local Redevelopment Authority for the former Oakland Army Base, California, by the Office of Economic Adjustment on behalf of the Secretary of Defense (hereinafter referred to as the "GRANTEE").

WITNESSETH THAT:

WHEREAS, the Secretary of the Army may convey surplus property to the Local Redevelopment Authority at a closing military installation for economic development purposes pursuant to the power and authority provided by Section 2905(b)(4) of the BRAC Law and the implementing regulations of the Department of Defense (32 CFR Part 91); and

WHEREAS, the GRANTEE, by application, requested a no-cost economic development conveyance ("EDC") for portions of the former Oakland Army Base, California ("OARB") consistent with the reuse plan as prepared by the GRANTEE in conformance with BRAC Law; and

WHEREAS, the GRANTOR duly considered and made a final determination that the GRANTEE'S EDC application and reuse plan met the criteria of Section 2821 of the National Defense Authorization Act for Fiscal Year 2000, PL 106-65 (1999) and other applicable BRAC Laws for an EDC transfer of the applicable portions of the former OARB; and

WHEREAS, the **GRANTOR** and the **GRANTEE** have entered into a Memorandum of Agreement ("MOA") for Conveyance of Former Oakland Army Base Parcels Located in the City of Oakland, Alameda County, California, dated the 27th day of September, 2002, which sets forth the specific terms and conditions for conveying portions of the former OARB, comprising approximately 364 acres, as more particularly described in **Exhibit A** attached to this Deed (the "EDC Property" or the "Property"); and

WHEREAS, the California State Historic Preservation Officer has determined that a historic District exists at the former OARB, for which representatives of **GRANTOR**, **GRANTEE**, and the Port of Oakland have entered into a formal Memorandum of Agreement to recognize such District; and

WHEREAS, the **GRANTOR** desires to transfer the EDC Property to the **GRANTEE** by means of this Deed consistent with: (a) the terms of the MOA; (b) the requirements of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"; 42 U.S.C. 9620[h]), as amended; (c) the **GRANTOR'S** Finding of Suitability for Early Transfer ("FOSET"), dated April 2003 (d) the Environmental Services Cooperative Agreement ("ESCA") between the **GRANTOR** and the **GRANTEE** dated September 27, 2002 and the attachments thereto; (e) other Federal and State legal and policy requirements; (f) the **GRANTOR'S** post-transfer environmental remediation obligations; and (g) the provisions of this Deed;

NOW, THEREFORE, the **GRANTOR**, for good and valuable consideration does hereby grant, remise, release, and forever quitclaim to the **GRANTEE**, its successors and assigns, all such interest, rights, title, and claim as the **GRANTOR** has in and to the EDC Property, together with all buildings, facilities, roadways, fixtures and other improvements, including the electrical distribution system, natural gas system, sanitary sewer systems, storm drainage system, telephone system, other utility systems and steam generation infrastructure, located within the boundaries of the EDC Property and described in **Exhibit B** attached to this Deed, and all and singular appurtenances, hereditaments, tenements, remainders, issues, profits, rents, privileges and other rights belonging to or related to the EDC Property.

TO HAVE AND TO HOLD the Property unto the **GRANTEE** and its successors and assigns forever, provided that this Deed is made and accepted upon each of the following notices, covenants, restrictions, and conditions which shall be binding upon and enforceable against the **GRANTOR** and the **GRANTEE**, its successors and assigns, in perpetuity, as follows:

I. EXCLUSIONS AND RESERVATIONS:

This conveyance is made subject to the following **EXCLUSIONS** and **RESERVATIONS:**

A. The Property is taken by the **GRANTEE** subject to the valid and existing outstanding liens, licenses, leases, easements, and other encumbrances made for the purpose of

roads, streets, utility systems, rights-of-way, pipelines, and/or covenants, exceptions, interests, liens, reservations, and agreements, in each case as expressly set forth in this Deed or as properly recorded in accordance with applicable law.

B. The **GRANTOR** reserves a right of access to any and all portions of the Property for purposes of environmental investigation, remediation, or other corrective actions of environmental conditions that existed during the Army's occupancy, which are found to be necessary under applicable law after the date of the conveyance of the Property subject to the terms and conditions set forth below in Section III.B.5.

C. The **GRANTOR** reserves a right-of-entry and non-exclusive easement over all paved roads within the EDC Property conveyed by this Deed for the purpose of ingress and egress by the **GRANTOR**, its successors, assigns, permittees, contractors, or lessees of or to the property retained by the **GRANTOR** known as the Reserve Enclave and as more particularly described in **Exhibit C** attached to this Deed. The **GRANTEE**, its successors, assigns, permittees, or lessees may occupy and use any part of the reserved ingress and egress easement areas not actually required by the **GRANTOR** for the purpose of full and safe ingress and egress by the **GRANTOR**, so long as such occupancy and use by the **GRANTEE** does not compromise the ability of the **GRANTOR** to use the easement for its intended purposes, as set forth herein. The easement reserved by the **GRANTOR** shall be for the specific use described and may not be construed to include the further right to authorize any other use within the easement unless approved in writing by the then fee holder of the land subject to the easement. This easement shall terminate at such time as the property retained by the **GRANTOR** described in **Exhibit C** is conveyed to the **GRANTEE**, the City of Oakland acting by and through its Board of Port Commissioners (the "Port"), or their respective successors or assigns. In the event the property described in **Exhibit C** is conveyed to an entity other than **GRANTEE**, the Port, or their respective successors or assigns, the easement for access shall not expire.

D. The **GRANTOR**, on behalf of the United States Department of the Navy ("Navy") and its successors and assigns, reserves unto the United States of America, its successors and assigns, an assignable easement to construct, operate, inspect, maintain, repair, remove and replace overhead and underground electric lines, poles, conduits, and appurtenant facilities and equipment (the "Line") over, under and within that certain area described in the attached **Exhibit A** and shown on **Exhibit D** (hereinafter referred to as the "Reservation Area"), together with rights of ingress and egress by public street, or other means of access as designated by **GRANTEE**, subject to the following conditions:

The above easement shall remain in effect until September 30, 2008, or until an agreement is reached between the **GRANTEE** and the Navy, whichever date is later. By this language the **GRANTEE** and the Navy intend that if September 30, 2008 comes without further agreement between the parties, this reservation shall remain in effect until agreement is reached to supercede this reservation. Termination, removal of the Line, and restoration of the Reservation Area shall be determined by further agreement between the Navy and the **GRANTEE**. In the

event the Line is abandoned by the Navy for a period of two (2) consecutive years , then this easement and its rights shall be terminated.

The **GRANTEE**, without cost to the Navy, may relocate the Line and any related facilities at any time, and shall give written notice of such relocation to the Navy. The Navy shall reasonably cooperate in any such relocation, which shall be conducted without unreasonable interruption of service provided by the Line. In the event of such relocation and replacement, **GRANTEE** shall convey a substitute easement to the Navy, at no cost, and ownership of the replacement line shall rest with the Navy or its successors or assigns; and

The Navy shall comply with all applicable laws and shall maintain the Line and all related facilities in good condition and repair. If any action of the Navy's employees or agents in the exercise of rights under this easement results in damage to the Reservation Area, the Navy shall, in its sole discretion, either repair such damage or make an appropriate settlement with the **GRANTEE**. The Department of the Navy will be liable only to the extent provided by the Federal Tort Claims Act. In no event shall such repair or settlement exceed the fair market value of the fee title to the real property of the Reservation Area at the time immediately preceding such damage. The **GRANTEE** may enter the Reservation Area and use it for any purposes not inconsistent with this reservation; and

That any transfer of the easement by assignment, operating agreement or otherwise must include language that the transferee agrees to comply with and be bound by the terms and conditions of this reservation; and

Use of the reservation is at the Navy's sole cost and risk. The Navy's liability under this clause is subject to the availability of appropriations for such payment, and nothing contained in this easement reservation may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the **GRANTEE** may have to make a claim under applicable laws for any damages other than those provided for herein.

The term "Navy" includes the Department of the Navy, its successors and assigns.

E. The **GRANTOR** hereby conveys to the **GRANTEE** its rights and obligations under the following previously unrecorded easements and/or licenses attached hereto as **Exhibit E**:

1. Department of Army Easement No. SFRE (s) 499, dated January 25, 1954 and Supplementals 1 through 4;

2. Department of Army Easement No. SFRE-(s)-630, dated June 17, 1955;

3. Department of Army Easement No. SFRE-(s)-729, dated February 25, 1957;

4. Department of Army Easement No. DA-04-167-Eng-2830, dated June 15, 1964; and

5. Department of Army Easement No. DACA05-2-70-1, dated January 8, 1970.

II. "AS IS"

The EDC Property is conveyed in an "As Is, Where Is" condition without any representation, warranty or guarantee by the **GRANTOR** as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended except as reflected in the Finding of Suitability for Early Transfer, and no claim for allowance or deduction upon such grounds will be considered. There is no obligation on the part of the **GRANTOR** to make any alterations, repairs, or additions, and said **GRANTOR** shall not be liable for any latent or patent defects in the EDC Property. This Section II shall not affect the **GRANTOR'S** responsibility under CERCLA or Section III herein.

III. CERCLA NOTICE, REPRESENTATIONS, WARRANTIES AND COVENANTS

A. Hazardous Substance Notice

Pursuant to CERCLA Section 120(h)(3), the **GRANTOR** hereby provides notice to the **GRANTEE** that hazardous substances were stored for one year or longer or were released or disposed on the Property prior to the conveyance of the Property to **GRANTEE**. The **GRANTOR** has made a complete search of its files and records. The name, date, description, location and quantity of hazardous substance stored for one year or more, or known to have been released or disposed of on the Property, and the remedial action taken, if any, are set forth in the FOSET Table 3, attached hereto as **Exhibit F**, and the Environmental Baseline Survey for transfer ("EBS-T"), also known as the Community Environmental Response Facilitation Act report, referenced in the FOSET. The remedial actions required to protect human health and the environment are set forth in the approved Remedial Action Plan ("RAP") and Risk Management Plan ("RMP") referenced in the Consent Agreement (as defined in Section III.C.1 of this Deed).

B. Representations, Warranties and Covenants

1. Consistent with and pursuant to Section 120(h)(3) of CERCLA, as amended, 42 U.S.C. Section 9601 et seq., the FOSET, and the EBS-T, together with the RAP and RMP, collectively, set forth the environmental conditions of the Property. The FOSET sets forth the basis for the **GRANTOR'S** determination that the Property is suitable for transfer. The

GRANTEE is hereby made aware of the notifications contained in the EBS-T and the FOSET. The **GRANTEE** has inspected the Property and accepts the physical condition and current level of environmental hazards on the Property. Based on **GRANTEE'S** inspection and review of information provided by **GRANTOR**, **GRANTEE** believes that its intended use is consistent with protection of human health and the environment. The **GRANTOR** represents that the Property is environmentally suitable for transfer to **GRANTEE**, subject to **GRANTOR'S** obligations pursuant to CERCLA and **GRANTEE'S** obligations pursuant to the ESCA, for the purposes identified in the Final Reuse Plan dated July 31, 2002. **GRANTEE**, its successors and assigns, as consideration for the conveyance, agrees to release **GRANTOR** from any liability or responsibility for any claims arising out of or in any way predicated on release of any hazardous substance on the Property occurring after the conveyance, to the extent such hazardous substance was released by the **GRANTEE**, or its agents or contractors, after the conveyance.

2. All response actions after the date of conveyance that are necessary to protect human health and the environment shall be conducted by the **GRANTOR**, with respect to any hazardous substance remaining on the Property as a result of, storage, release, or disposal prior to the date of conveyance. The **GRANTEE** has assumed certain obligations of the **GRANTOR** for the environmental cleanup of the property pursuant to the ESCA.

3. The **GRANTOR** covenants that when all response actions necessary to protect human health and the environment with respect to any hazardous substance remaining on the Property on the date of this conveyance have been taken, **GRANTOR** shall execute and deliver to the **GRANTEE** an appropriate document containing a warranty that all such response actions have been taken. The making of the warranty shall be considered to satisfy the requirements of CERCLA 120(h)(3)(a)(ii)(I).

4. The **GRANTOR** covenants that the **GRANTOR** shall conduct any additional remedial action found to be necessary after the effective date of the warranty granted under Paragraph B.3 above, with regard to any hazardous substances remaining on the Property prior to the date of this conveyance. This covenant shall not apply to the extent that the person or entity to whom the Property is transferred is a potentially responsible party under CERCLA with respect to such hazardous substances.

5. **GRANTEE** covenants that the **GRANTOR**, its officers, agents, employees, contractors and subcontractors, in accordance with Section 120(h) of CERCLA, as amended, reserves a right of access, subject to the conditions below, to any and all portions of the Property (except for interior locations in buildings constructed following conveyance) for purposes of environmental investigation, remediation, or other corrective actions of environmental conditions that existed during the **GRANTOR'S** occupancy, which were found to be necessary under applicable law after the date of the conveyance of the Property. The **GRANTOR** and the **GRANTEE** agree to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities and **GRANTEE'S** or any lessee's or other authorized occupants' operations. Any inspection, monitoring, testing, sampling, survey, investigation, or other response or remedial action will, to the extent

practicable, be coordinated with representatives designated by **GRANTEE**. Pursuant to this reservation, the **GRANTOR** and its officers, agents, employees, contractors, subcontractors shall have the right (upon reasonable written notice to the **GRANTEE** or the then owner and any authorized occupant of the Property, except for in the case of imminent endangerment to human health and the environment) to enter upon the Property (except for interior locations of buildings constructed following conveyance), and perform surveys, drillings, test-pitting, borings, data and/or record compilation, and other activities necessary to environmental investigation, and to carry out remedial or removal actions as required or necessary under applicable law, including but not limited to installation of monitoring and extraction wells, and other treatment facilities. The **GRANTEE** and the **GRANTOR** agree to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities at the Property, and the operations and construction activities of the **GRANTEE**, or any authorized occupant, and their respective successors, assigns, lessees and contractors.

6. The **GRANTOR** covenants that upon completion of any removal action, remediation action, or other activity that removes the risk giving rise to any restriction on future use or any limitation of activities contained in the Environmental Restrictions set forth in Section III.C.1 herein, a deed or lease for the Property, or in any other document relating to the Property, the **GRANTOR**, without any payment of funds by the United States, agrees to cooperate with the **GRANTEE**, its successors or assigns, in any application, permit, easement or other effort to obtain approval from appropriate Federal, state or local authorities, including the Department of Toxic Substances Control ("DTSC") pursuant to the RAP, RMP and Consent Agreement, to remove any such restriction or limitation, which the **GRANTEE**, its successors or assigns, shall seek to remove or eliminate. **GRANTOR** shall not unreasonably withhold consent to the removal of any restriction or limitation of activities that DTSC approves for removal as set forth above and in conformance with the RAP, RMP and Consent Agreement and the remedy implementation requirements of CERCLA.

7. The **GRANTOR** recognizes its obligation to hold harmless, defend, and indemnify the **GRANTEE** and any successor, assignee, transferee, lender, lessee or authorized occupant of the **GRANTEE** or its successors and assigns, as required and limited by Section 330 of the National Defense Authorization Act of 1993, as amended (Pub. L. No. 102-484), and to otherwise meet its obligations under Federal law.

8. The covenant deferral granted under the FOSET shall not diminish, increase, or affect in any manner any rights or obligations of the **GRANTOR** under CERCLA as provided in CERCLA section 120(h)(3)(C)(iv) with respect to the Property.

9. In consideration of the funds available under the ESCA, whereby **GRANTEE** performs environmental response services, and the transfer of the Property, **GRANTEE** agrees that it shall, upon the conveyance of the Property, regardless of possible termination of the ESCA, indemnify **GRANTOR** for:

(a) Any response cost claims for any environmental conditions for which **GRANTEE** is responsible under the ESCA, including hazardous substances, pollutants and contaminants, petroleum, and petroleum derivatives. **GRANTEE'S** indemnification obligation shall exist with respect to all Known and Unknown Conditions on the Property, as defined in the ESCA, including remediation of Building 1 contamination and all costs associated with correction of a failure of any remedy implemented by the **GRANTEE**.

(b) all personal injury or property damage claims to the extent caused by the acts or omissions of **GRANTEE** or its contractors in the course of performing the environmental response services for which the **GRANTEE** is responsible under the ESCA;

(c) all natural resource damages to the extent caused by or contributed to by the actions of **GRANTEE**;

(d) all costs associated with or arising from any negligent acts or omissions or willful misconduct of the **GRANTEE**, in the course of performing the environmental response services or implementing the remediation actions required under the Consent Agreement;

(e) regulatory oversight costs for any remedy implemented by the **GRANTEE** to the extent the **GRANTEE** is responsible for such costs in accordance with the terms of the ESCA; provided, however that regulatory oversight costs for remedy implementation (as provided for under the Consent Agreement) are to be paid by the **GRANTOR** as provided for under the Defense-State Memorandum of Agreement ("DSMOA").

(f) all costs associated with additional remediation required on or within the Property after **GRANTEE** achieves regulatory closure for which **GRANTEE** is responsible under the ESCA, except for those associated with Army-Retained Conditions, as defined in the ESCA;

(g) all costs associated with additional remediation required on or within the Property, as a result of a change in land use from that anticipated at the time of the execution of the ESCA.

C. Notice of State Covenant to Restrict Use of Property

1. Environmental Restrictions. The Property is subject to the land use restrictions ("Restrictions") referenced in Section 3.6 of the Consent Agreement Between the Oakland Base Reuse Authority, City of Oakland acting by and through the Oakland Redevelopment Agency and the State of California Environmental Protection Agency, Department of Toxic Substances Control Concerning Oakland Army Base, Oakland, California,

dated September 27, 2002 as modified and superceded May 19, 2003 (the "Consent Agreement") and set forth in Exhibit D of the Consent Agreement, the *Covenant to Restrict Use of Property*, which is required to be recorded by the GRANTEE concurrently with the transfer of the Property by **GRANTOR** to **GRANTEE**. The Restrictions require or prohibit the following future uses of the Property (absent express written approval from DTSC):

(a) Sensitive land uses, including but not limited to, residential housing, schools, day-care facilities, hospitals and hospices are prohibited.

(b) The construction of groundwater wells and extraction of groundwater from new and existing wells for all purposes are prohibited.

(c) Activities that disturb surface or subsurface soil, disturb existing soil covers, disturb or restrict access to groundwater monitoring wells, generate water in excavations, extract groundwater from excavations, or alter groundwater conditions are prohibited, except as conducted pursuant to the RAP and RMP.

(d) The **GRANTEE** and occupants are required to comply with the RAP and RMP, including the Risk Management Plan provisions for soil and groundwater management, maintenance of existing cover or construction of new cover, mitigation measures during earthwork, management of below grade structures, and construction dewatering.

(e) The **GRANTEE** is required to submit annual certification to DTSC attesting to compliance with the Covenant to Restrict Use of Property.

2. Army Enforcement of Restrictions for the Property. As a former owner/operator of the Property and a beneficiary of the Restrictions, the **GRANTOR** expressly reserves the right to require compliance with the Restrictions, as amended in conformance with the RAP, RMP and Consent Agreement, to ensure compliance with the remedy implementation requirements of CERCLA, following conveyance of the Property to **GRANTEE**. The **GRANTOR** shall provide **GRANTEE** with written notice of any alleged noncompliance with the Restrictions, and the **GRANTOR** and **GRANTEE** shall meet and confer, with DTSC, in order to assure ongoing compliance with applicable Restrictions. The **GRANTOR** also expressly reserves any and all of its rights under the law to enforce compliance with the Restrictions or enjoin use that is in violation of the Restrictions. The **GRANTOR** will not be liable for any costs that result from a violation of the restrictions where the violation is not caused by the **GRANTOR**.

D. Environmental Notifications and Covenants

GRANTOR hereby provides certain express notifications and covenants regarding certain environmental conditions that do or may exist as of the conveyance of the Property to **GRANTEE** (the "Conveyance Date"). Notifications and covenants provided below regarding

the structures and equipment, including Asbestos, Lead-Based Paints, and Equipment Containing Polychlorinated Biphenyls ("PCBs") apply only to buildings, fixtures and equipment which exist as of the Conveyance Date, and do not apply to buildings, fixtures and equipment which may be constructed or installed following the Conveyance Date.

1. Asbestos

(a) The **GRANTEE** is hereby informed and does acknowledge that friable and nonfriable asbestos or asbestos-containing material ("ACM") have been found on the Property, as described in the EBS-T and asbestos surveys referenced in the EBS-T. **GRANTEE** hereby acknowledges receipt of all documents described in this paragraph. To the best of **GRANTOR'S** knowledge, the asbestos and ACM on the Property do not currently pose a threat to human health or the environment.

(b) The **GRANTEE** covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos; and that the **GRANTOR** assumes no liability for future remediation of asbestos or damages for personal injury, illness, disability, or death which arise from exposure to asbestos or ACM that occur after the date of transfer to the **GRANTEE**, its successors or assigns, lessees, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property that occurs after the date of transfer to the **GRANTEE**, whether the **GRANTEE**, its successors or assigns have properly warned or failed to properly warn the individual(s) injured. **GRANTEE** agrees to be responsible for any future remediation of ACM found within buildings or structures on the Property, in compliance with applicable legal requirements. The **GRANTEE** agrees to provide the **GRANTOR** and regulators with a copy of all final reports pertaining to the remediation of any or all ACM found within buildings or structures on the Property.

(c) Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration ("OSHA") and the EPA regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

(d) The **GRANTEE** acknowledges that it has inspected the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto.

(e) No warranties, either express or implied, are given with regard to the condition of the Property, including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose, except as expressly set forth in this

Deed. The failure of the **GRANTEE** to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand against the United States, with respect to any asbestos hazards or concerns.

(f) The **GRANTEE** further agrees to indemnify and hold harmless the **GRANTOR**, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising from (i) exposure to asbestos on any portion of the Property, provided that such exposure occurs after the conveyance of the Property to the **GRANTEE** or (ii) any future remediation or abatement of asbestos or the need therefor that occurs after the conveyance of the Property to **GRANTEE**. The **GRANTEE'S** obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this section.

(g) Upon the completion of demolition of ACM-containing buildings or asbestos abatement, and proper disposal of the waste generated therefrom, the **GRANTEE**, or its successors in interest or assigns may file a written application with the **GRANTOR**, acting through the U.S. Army Corps of Engineers, Sacramento District (or the successor thereto), and provide to the **GRANTOR** either a certification from the appropriate state environmental agency or a report by a certified or licensed asbestos inspector engaged by the applicant, confirming the abatement or removal of the friable asbestos from all or some portions of the Property, and proper disposal of the waste generated therefrom, in accordance with applicable laws. Upon compliance with the foregoing, **GRANTEE** may submit to **GRANTOR** an amendment to the Deed in recordable form deleting this Section III.D.1 from the Deed as to all or that portion of the Property that is covered by such certification or report. Consent to the deletion of this Section III.D.1 from the Deed shall not be unreasonably withheld by the **GRANTOR**, and this Deed amendment shall be issued by the **GRANTOR** to the applicant within a reasonable period of time after request by GRANTEE; provided however, that such amendment shall be at no cost to the GRANTOR.

2. Lead Based Paint

(a) The **GRANTEE** and its successors and assigns are hereby informed and do acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in Residential Real Property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. "Residential Real

Property" means dwelling units, common areas, building exterior surfaces, and any surrounding land, including outbuildings, fences and play equipment affixed to the land, available for use by residents; and buildings visited regularly by the same child, six years of age or under, on at least two different days within any week, including day-care centers, preschools and kindergarten classrooms; but not including land used for agricultural, commercial, industrial, or other non-residential purposes, and not including paint on the pavement of parking lots, garages, or roadways.

(b) Available information concerning known lead-based paint and/or lead-based paint hazards, the location of lead-based paint or lead-based paint hazards, and the condition of painted surfaces, is contained in the EBS-T, which has been provided to the **GRANTEE**. All purchasers of Residential Real Property must also receive the federally approved pamphlet on lead poisoning prevention. Buildings constructed prior to 1978 are assumed to contain lead-based paint. Buildings constructed after 1977 are assumed to be free of lead-based paint. No other surveys or studies assessing the possible presence of lead-based paint in former or existing buildings on the Property were performed by the **GRANTOR**. The **GRANTEE** hereby acknowledges receipt of the information described in this Subparagraph.

(c) The **GRANTEE** acknowledges that it has received the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards prior to execution of the Deed.

(d) The **GRANTEE** covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Real Property, as defined in paragraph (a), above, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the **GRANTEE** specifically agrees to perform, at its sole expense, the lead-based paint abatement equivalent to the requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992) (hereinafter Title X).

(e) Prior to the sale or use of any property which will be used as Residential Real Property which is not Residential Real Property at the time the Property is conveyed by **GRANTOR** to **GRANTEE**, the **GRANTEE** shall, after consideration of the guidelines and regulations established pursuant to Title X: (1) Perform a Risk Assessment if more than 12 months have elapsed since the date of the last Risk Assessment; (2) Comply with the joint HUD and EPA Disclosure Rule (24 CFR 35, Subpart H, 40 CFR 745, Subpart F), by disclosing to prospective purchasers the known presence of lead-based paint and/or lead-based paint hazards as determined by previous risk assessments; (3) Abate lead dust and lead-based paint hazards in pre-1960 Residential Real Property, in accordance with the procedures in 24 CFR 35; (4) Abate soil-lead hazards in pre-1978 Residential Real Property, in accordance with the procedures in 24 CFR 35; (5) Abate lead-soil hazards following demolition and redevelopment of structures in

areas that will be developed as Residential Real Property; (6) Comply with the EPA lead-based paint work standards when conducting lead-based paint activities (40 CFR 745, Subpart L); (7) Perform the activities described in this paragraph within 12 months of the date of the lead-based paint risk assessment and prior to occupancy or use of the Residential Real Property; and (8) Send a copy of the clearance documentation to the **GRANTOR**.

(f) In complying with these requirements, the **GRANTEE** covenants and agrees to be responsible for any abatement or remediation of lead-based paint or lead-based paint hazards on the Property found to be necessary as a result of the use of the Property as Residential Real Property after conveyance to the **GRANTEE**. The **GRANTEE** covenants and agrees to comply with solid or hazardous waste laws that may apply to any waste that may be generated during the course of lead-based paint abatement activities conducted by the **GRANTEE**.

(g) The **GRANTEE** further agrees to indemnify and hold harmless the **GRANTOR**, its officers, agents and employees, from and against all suits, claims, demands, or actions, liabilities, judgments, costs and attorneys' fees arising out of personal injury, death or property damage resulting from, related to, caused by or arising out of residential exposure or improper handling or disposal of lead-based paint or lead-based paint hazards related to the Property after the date of transfer.

(h) Upon the completion of the foregoing identification, abatement and disposal or demolition and disposal of lead-based paints on buildings and structures that exist as of the Property's transfer by **GRANTOR** to **GRANTEE**, the **GRANTEE**, or its successors in interest or assigns, may file a written application with the **GRANTOR**, acting through the U.S. Army Corps of Engineers, Sacramento District (or the successor thereto), and provide to the **GRANTEE** either a certification from the appropriate state environmental agency or a report by a certified or licensed lead-based paint inspector engaged by the applicant, confirming the abatement or removal of the lead-based paints from all or some portions of the Property, and proper disposal of the waste generated therefrom, in accordance with applicable laws. Upon compliance with the foregoing, **GRANTEE** may submit to **GRANTOR** an amendment to this Deed in recordable form deleting this Section III.D.2 from the Deed as to all or that portion of the Property that is covered by the certification or report. Consent to the deletion of this Section III.D.2 from the Deed shall not be unreasonably withheld by the **GRANTOR**, and this Deed amendment shall be issued by the **GRANTOR** to the applicant within a reasonable period of time after request by **GRANTEE**; provided however, that such amendment shall be at no cost to the **GRANTOR**.

3. Polychlorinated Biphenyls (PCB)-Containing Equipment

(a) **GRANTEE** is hereby informed that, based upon data resulting from Property-wide sampling and analysis of the subject equipment, equipment containing PCBs above current regulatory action levels exist on the Property as described in the EBS-T. The non-PCB and PCB-containing transformer equipment remaining on the Property is listed in the EBS-

T. Except as described in the EBS-T, PCB contamination or spills related to such equipment have been properly remediated prior to conveyance. The PBC-containing transformer equipment does not currently pose an unacceptable threat to human health or the environment.

(b) **GRANTOR** has furnished to **GRANTEE** all available information in its possession, and **GRANTEE** acknowledges receipt of the information provided to it by **GRANTOR** and described in the EBS-T, related to past PCB-containing equipment necessary for the continued compliance by **GRANTEE** with applicable laws and regulations related to the use and storage of PCBs or PCB containing equipment.

(c) **GRANTEE** covenants and agrees that, upon conveyance of the Property from **GRANTOR** to **GRANTEE**, **GRANTEE'S** possession, use, management or removal of any PCB-containing equipment will be in compliance with all applicable laws relating to PCBs and PCB-containing equipment. **GRANTEE** shall comply with the provisions of all Federal, state and local health and safety plan requirements in effect during the course of any future redevelopment efforts and/or environmental response actions on the Property.

(d) **GRANTOR** assumes no liability for the future remediation of PCB contamination from such equipment or damages for personal injury, illness, disability, or death to **GRANTEE**, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the use, handling, management, disposition, or other activity occurring after the Property is conveyed by **GRANTOR** to **GRANTEE**, that results in exposure to PCBs or PCB containing equipment, whether or not **GRANTEE** has properly warned or failed to properly warn any such individual(s) injured.

(e) The **GRANTEE**, or its successors in interest or assigns, may file a written application with the **GRANTOR**, acting through the U.S. Army Corps of Engineers, Sacramento District (or the successor thereto), and provide to the **GRANTOR** either a certification from the appropriate state environmental agency or a report by a certified or licensed inspector engaged by the applicant, confirming the removal of the PCB-containing equipment from all or some portions of the Property, and proper disposal of the waste generated therefrom, in accordance with applicable laws. Upon compliance with the foregoing, **GRANTEE** may submit to **GRANTOR** an amendment to this Deed in recordable form deleting this Section III.D.3 from the Deed as to all or that portion of the Property covered by said certification or report. Consent to the deletion of this Section III.D.3 from the Deed shall not be unreasonably withheld by the **GRANTOR**, and this Deed amendment shall be issued by the **GRANTOR** to the applicant within a reasonable period of time after request by **GRANTEE**; provided however, that such amendment shall be at no cost to the **GRANTOR**.

4. Unexploded or Abandoned Ordnance, Chemical and Biological Warfare Agents, and Radiological Materials

Based on a review of installation historical data and the EBS-T, **GRANTOR** represents that there is no evidence of any radiological material, chemical or biological warfare agents, unexploded ordnance or abandoned ordnance located on or around the Property. In the event any such material, agents, or ordnance is ever discovered or suspected to reside on or around the Property, **GRANTEE** shall immediately notify the local police department and **GRANTOR**, and **GRANTEE** shall refrain from attempting to remove or dispose of any such material, agents, or ordnance. Notwithstanding any other provision of this or any other agreement between **GRANTEE** and **GRANTOR**, **GRANTOR** shall be solely liable and responsible for the safe, timely disposal of any radiological material, chemical or biological warfare agents, unexploded ordnance or abandoned ordnance discovered on or around the Property, in compliance with all applicable laws and regulations.

IV. ENFORCEMENT AND NOTICE REQUIREMENT

A. The provisions of this Deed benefit the governments of the United States of America, the State of California, acting on behalf of the public in general, the local government of the City of Oakland, the Oakland Base Reuse Authority, the Oakland Redevelopment Agency and the Port of Oakland, and the lands retained by the **GRANTOR** and, therefore, are enforceable, by resort to specific performance or legal process by the United States as to the **GRANTEE**, and by the **GRANTEE**, its successors and assigns, the State of California, the City of Oakland, the Oakland Redevelopment Agency and the Port of Oakland as to the **GRANTOR**. Enforcement of this Deed shall be at the discretion of the parties entitled to enforcement hereof, and any forbearance, delay or omission in the exercise of their rights under this Deed in the event of a breach of any term of this Deed, shall not be deemed to be a waiver by any such party of such term or of any subsequent breach of the same or any other terms, or of any of the rights of said parties under this Deed. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. The enforcement rights set forth in this Deed against the **GRANTEE**, or its successors and assigns, shall only apply with respect to the EDC Property conveyed herein and held by such **GRANTEE**, or its successor or assign, and only with respect to matters occurring during the period of time such **GRANTEE**, or its successors or assigns, owned or occupied such EDC Property or any portion thereof.

B. The **GRANTEE**, its successors or assigns, shall neither transfer the Property, nor any portion thereof, nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion, to the extent applicable to the Property or any portion thereof, of the environmental protection provisions contained in Sections I, II, III, V, and VI of this Deed, either verbatim or by reference to this Deed. **GRANTEE** shall require the inclusion, to the extent applicable, of such environmental protection provisions in all further deeds, transfers, leases, or grant of any interest, privilege, or license, again either verbatim or by cross reference to this Deed.

C. The obligations imposed in this Paragraph upon the successors or assigns of **GRANTEE** shall only extend to the property conveyed to any such successor or assign.

V. ENDANGERED SPECIES OR THREATENED SPECIES

The **GRANTEE**, its successors and assigns shall comply with the requirements, if any, to protect and preserve endangered or threatened plants, species, or wildlife habitats that may exist at the Property in accordance with applicable law. All future proposed use potentially impacting threatened and endangered species designated under the federal Endangered Species Act, 16 U.S.C. §§ 1531 – 1544, must be coordinated with the United States Department of Fish and Wildlife Service to the extent required under applicable law.

VI. AIR NAVIGATION RESTRICTION

The Oakland International Airport is located approximately 10 miles from the former OARB. Accordingly, in coordination with the Federal Aviation Administration, the **GRANTEE** covenants and agrees, on behalf of it, its successors and assigns and every successor in interest to the Property, or any part thereof, that, when required by applicable law, there will be no construction or alteration unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, Part 77, entitled, Objects Affecting Navigable Airspace, or under the authority of the Federal Aviation Act of 1968, as amended.

VII. NOTICE OF NON-DISCRIMINATION

With respect to activities and employment practices related to the EDC Property, the **GRANTEE** covenants for itself, and its successors and assigns, that the **GRANTEE**, and such successors and assigns, shall not discriminate upon the basis of race, color, religion, sex, age, handicap, or national origin in the use, occupancy, sale or lease of the EDC Property in violation of the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. Section 2000d); the Age Discrimination Act of 1975 (42 U.S.C. Section 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794). The **GRANTOR** shall be deemed a beneficiary of this covenant without regard to whether the **GRANTOR** remains the owner of any land or interest in the locality of the EDC Property hereby conveyed by this Deed, and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

VIII. ANTI-DEFICIENCY ACT STATEMENT

The **GRANTOR'S** obligation to pay or reimburse any money under this Deed is subject to the availability of appropriated funds to the Department of the Army, and nothing in this Deed shall be interpreted to require obligations or payments by the United States in violation of the Anti-Deficiency Act, P.L. 97-258.

IX. GENERAL PROVISIONS

A. **LIBERAL CONSTRUCTION.** Any general rule of construction to the contrary notwithstanding, this Deed shall be liberally construed to effectuate the purpose of this Deed and the policy and purpose of CERCLA. If any provision of this Deed is found to be ambiguous, an

interpretation consistent with the purpose of this Deed that would render the provision valid shall be favored over any interpretation that would render it invalid.

B. **SEVERABILITY.** If any provision of this Deed, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this Deed, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

C. **NO FORFEITURE.** Nothing contained herein will result in a forfeiture or reversion of title in any respect.

D. **CAPTIONS.** The captions in this Deed have been inserted solely for convenience of reference and are not a part of this Deed and shall have no effect upon construction or interpretation.

E. **RIGHT TO PERFORM.** Any right which is exercisable by the **GRANTEE**, and its successors and assigns, to perform under this Deed may also be performed, in the event of default by the **GRANTEE**, or its successors and assigns, by a lender of the **GRANTEE** and its successors and assigns.

X. THE CONDITIONS, RESTRICTIONS, AND COVENANTS

The conditions, restrictions, and covenants set forth in this Deed are a binding servitude on the herein conveyed Property and will be deemed to run with the land in perpetuity, except as otherwise expressly provided in this Deed. To the extent expressly required in this Deed, restrictions, stipulations and covenants contained herein will be inserted by the **GRANTEE** verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the Property or any portion thereof. All rights and powers reserved to the **GRANTOR**, and all references in this Deed to the **GRANTOR** shall include its successors in interest. The **GRANTOR** may agree to waive, eliminate, or reduce the obligations contained in the covenants in accordance with the provisions of Section III, **PROVIDED, HOWEVER**, that the failure of the **GRANTOR** or its successors to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or a relinquishment of the future performance of any such conditions, but the obligations of the **GRANTEE**, its successors and assigns, with respect to such future performance shall be continued in full force and effect.

[Signature Pages Follow]

DEED NO. DACA05-9-03-567

IN WITNESS WHEREOF, the GRANTOR, the UNITED STATES OF AMERICA, acting by and through the SECRETARY OF THE ARMY, has caused these presents to be executed this 16th day of July, 2003.

UNITED STATES OF AMERICA

By: _____
Joseph W. Whitaker
Deputy Assistant Secretary of the Army
(Installations and Housing)
OASA (I&E)

COMMONWEALTH OF VIRGINIA)
) ss
COUNTY OF ARLINGTON)

On 16 July 2003 before me, the undersigned, a Notary Public in and for said state, personally appeared Joseph P. Whitaker personally known to me (or 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 executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Karen A. Cooper
Notary Public, Commonwealth of Virginia

My Commission Expires November 30, 2006

EXHIBIT 37.5
TO
GROUND LEASE
FOR
[CENTRAL GATEWAY OR EAST GATEWAY, AS APPLICABLE]

ACKNOWLEDGEMENT OF CAMPAIGN CONTRIBUTION LIMITS FORM

[See Attached]

CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS FOR CONSTRUCTION, PROFESSIONAL SERVICE & PROCUREMENT CONTRACTS

To be completed by City Representative prior to distribution to Contractor

City Representative _____ Phone _____ Project Spec. No. _____

Department _____ Contract/Proposal Name _____

This is an ___ Original ___ Revised form (check one). If Original, complete all that applies. If Revised, complete Contractor name and any changed data.

Contractor Name _____ Phone ____-____-_____

Street Address _____ City _____, State ____ Zip _____

Type of Submission (check one) ___ Bid ___Proposal ___ Qualification ___ Amendment

Majority Owner (if any). A majority owner is a person or entity who owns more than 50% of the contracting firm or entity.

Individual or Business Name _____ Phone ____-____-_____

Street Address _____ City _____, State ____ Zip _____

The undersigned Contractor's Representative acknowledges by his or her signature the following:

The Oakland Campaign Reform Act limits campaign contributions and prohibits contributions from contractors doing business with the City of Oakland and the Oakland Redevelopment Agency during specified time periods. Violators are subject to civil and criminal penalties.

I have read Oakland Municipal Code Chapter 3.12, including section 3.12.140, the contractor provisions of the Oakland Campaign Reform Act and certify that I/we have not knowingly, nor will I/we make contributions during the period specified in the Act.
I understand that the contribution restrictions also apply to entities/persons affiliated with the contractor as indicated in the Oakland Municipal Code Chapter 3.12.080.

If there are any changes to the information on this form during the contribution-restricted time period, I will file an amended form with the City of Oakland.

_____ ___/___/___
Signature Date

_____ _____
Print Name of Signer Position

To be Completed by City of Oakland after completion of the form

Date Received by City: ___/___/___ By _____

Date Entered on Contractor Database: ___/___/___

EXHIBIT 37.6
TO
GROUND LEASE
FOR
[CENTRAL GATEWAY OR EAST GATEWAY, AS APPLICABLE]

COMMUNITY BENEFITS PROGRAM

[See Attached]

OARB COMMUNITY BENEFITS TERMS FOR GROUND LEASES

	Community Benefit Category	Term
1.	Jobs	Developer shall include the Construction Jobs Policy for Vertical Construction, attached as Exhibit A, as a material term of all contracts under which Vertical Construction (as that term is defined in the Policy) may occur, and shall itself comply with terms of such Policy. Inclusion of said Policies in all relevant contracts, and compliance with applicable terms of such Policies by Developer, will fully satisfy the Developer's obligation with regard to such policy. The City's Employment Program does not apply to the construction of the Private Improvements, which are solely governed by the Construction Jobs Policy for Vertical Construction.
2.	Jobs	Developer shall ensure that any contract under which an On-Site Job, as defined in the attached Policy, may be performed include the Operations Jobs Policy attached as Exhibit B. Inclusion of such Policy in all relevant leases and contracts, and compliance with such Policy by Developer, will fully meet the Developer obligation.
3.	Jobs	Developer shall require compliance with the City Living Wage Ordinance for On-Site Jobs (Council Ordinance No. 12050, 4/7/98) in accordance with terms of the applicable Operations Jobs Policy.
4.	Jobs	Developer shall comply, and require its subtenants to comply with the City Equal Benefits Policy (Council Ordinance No. 12394, 12/18/01), except where such application would be inconsistent with the terms or conditions of a grant or a contract with an agency of the United States or the State of California.
5.	Jobs	Developer to pay, at time of each building permit application, Jobs/Housing Impact Fee (approximately $4.50/sf) into fund to support West Oakland Jobs Center. [THROUGH DA/PUD PROCESS, CITY STAFF TO PROPOSE ALTERNATIVE FEE/REDIRECTION OF FEE TO SUPPORT THE JOBS CENTER]
6.	Jobs	Developer to establish a Community Area Maintenance fee equal to $0.005/month per leasable square foot of building space and pay annual fee into fund to support the Jobs Center. The annual fee shall increase consistent with the Ground Lease CPI structure.
7.	Contracting	In order to protect the City's proprietary interest in prompt completion of construction, Developer shall use commercially reasonable efforts, prior to commencement of construction, enter into a PLA with the Alameda

		County Building Trades Council, which agreement requires such labor organizations to refrain from work stoppages on project construction, and shall be consistent with and facilitate compliance with the Vertical Construction Jobs Policy.
8.	Environmental	Developer, in conjunction with the Private Improvements, shall comply with CEQA Standard Conditions of Approval and Mitigation Monitoring and Reporting Program, attached as Exhibit C. Such measures include those set forth in the City Council Areas of Agreement, including measures to address noise limits, dust control, hazardous materials removal, storm water plan, use of permeable pavers where feasible, use deconstruction rather than demolition where possible, and preparation and implementation of a demolition debris recycling plan, prepare a GHG Reduction Plan and maximize the use of green energy (solar, wind, other) where possible, further water conservation through use of rain barrels and gray water technology where possible, ensure that truck related construction routes are directed away from residents, provide public or private transit connection for construction workers (connecting to BART and at least two West Oakland locations), and provide public notification of project status (updated at least monthly and posted online and at the West Oakland Public Library). Responsibility for implementation of these measures will be allocated as between the City and the Developer through the DA/PUD process that will follow the LDDA. More feasible and/or cost effective measures may be considered by the Parties so long as those measures meet CEQA requirements and do not themselves cause any potentially significant effect on the environment, as determined by the City through the DA/PUD process.
9.	Environmental	Developer shall make a good faith effort to show conformance with the applicable sections of the current draft of the City's Energy Climate Action Plan as presented to the City Council March 1, 2011. The same measures may be used to satisfy the applicable requirements of the Climate Action Plan, required per this item 9, and the GHG Reduction Plan, required per item 8, above.
10.	Environmental	The City and Developer shall cooperate in an air quality monitoring program during the Vertical Construction to install and maintain air monitoring equipment in locations determined in consultation with the Port, Bay Area Air Quality Management District (BAAQMD), Alameda County Public Health Department (ACPHD), and shall provide monitoring reports from that equipment to the BAAQMD, the City, the Port on a quarterly basis during construction. The Developer shall fund the ongoing "fence-line" monitoring and reporting during the Vertical Construction through the term of the Ground Lease.

EXHIBIT A TO EXHIBIT 37.6
TO
GROUND LEASE
FOR
[CENTRAL GATEWAY OR EAST GATEWAY, AS APPLICABLE]

CONSTRUCTION JOBS POLICY FOR VERTICAL CONSTRUCTION

[See Attached]

Construction Jobs Policy

Oakland Army Base Project

Vertical Construction

I. Purpose. This Construction Jobs Policy sets forth certain requirements regarding hiring and employment related to Vertical Construction, as defined below, on portions of the Oakland Army Base to be leased and developed pursuant to that certain Lease Development and Disposition Agreement between the City of Oakland and Prologis CCIG Oakland Global, LLC dated _____. Contractors participating in Vertical Construction will agree to comply with terms of this Policy as a condition of construction, as more particularly set forth herein.

II. Definitions. As used herein, the following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

"**Apprentice**" shall mean an individual who is enrolled in a Registered Apprenticeship Program.

"**Apprentice Work Hours**" shall mean Project Work Hours performed by Apprentices.

"**Background Exceptions**" shall mean: (i) law, regulation or policy of any applicable governmental or quasi-governmental body (including, but not limited to, those established under the Transportation Worker Identification Credential program and the Customs Trade Partnership Against Terrorism); (ii) the Contractor's good faith determination that the position is of such sensitivity that individuals with particular types of criminal convictions or histories are ineligible; and (iii) the Contractor's hiring policies that are uniformly applied on a national basis with respect to prospective workers' history of involvement with the criminal justice system. A Contractor's hiring policies with respect to prospective workers' history of involvement with the criminal justice system that are uniformly applied in the State of California, rather than on a national basis, may also be considered a Background Exception pursuant to written approval of the City Administrator. The City Administrator shall reasonably consider any request for such approval by Developer or the applicable Contractor if Developer or such Contractor reasonably demonstrates that a Background Exception is reasonably necessary in order to avoid significant economic or operational hardship for Developer or the Contractor.

"**Billboard Agreement**" shall mean that certain agreement between the City and Prologis CCIG Oakland Global, LLC, to construct and operate up to five (5) billboards on the Oakland Army Base, as authorized under the LDDA, as may be amended from time to time.

"**Billboard Tenant**" shall mean the sublessee and any successors and assigns under the Billboard Agreement.

"**Contractor**" shall mean any entity employing individuals to perform Project Construction Work, including Prime Contractors and subcontractors of any tier.

"**City**" shall mean the City of Oakland.

"**Developer**" shall mean Prologis CCIG Oakland Global, LLC and its approved successors, assigns and transferees, under the LDDA.

"Ground Lease" shall mean, as applicable, (a) that certain Army Base Gateway Redevelopment Project Ground Lease for the East Gateway, by and between the City of Oakland and Prologis CCIG Oakland Global, LLC, or its permitted designee, (b) that certain Army Base Gateway Redevelopment Project Ground Lease for the Central Gateway, by and between the City of Oakland and Prologis CCIG Oakland Global, LLC, or its permitted designee; or (c) that certain Army Base Gateway Redevelopment Project Ground Lease for the West Gateway, by and between the City of Oakland and Prologis CCIG Oakland Global, LLC, or its permitted designee; each agreement as amended from time to time.

"**Jobs Center**" shall mean a referral center to be designated by the City as such for purposes of implementation of this Policy.

"**LDDA**" shall mean that Lease Disposition and Development Agreement described in Section I, above, and entered into by the City and Developer respecting the development activities at the Oakland Army Base, as may be amended from time to time.

"**LDDA Execution Date**" shall mean the date the LDDA is signed by all parties as set forth in Section I, above.

"**New Apprentice**" shall mean a Resident who is newly enrolled (less than 3 months) as an Apprentice.

"**Policy**" shall mean this Construction Jobs Policy for Vertical Construction.

"**Prime Contractor**" shall mean a Contractor awarded a contract directly by Developer, any Tenant, Billboard Tenant, or a construction manager to one of those parties, for performance of Project Construction Work.

"**Project**" shall mean the redevelopment activities occurring on the Project Site.

"**Project Construction Work**" shall mean Vertical Construction performed on the Project Site.

"**Project Site**" shall mean the portions of the former Oakland Army Base that may be leased to Developer or its affiliates, successors or assigns pursuant to the LDDA.

"**Project Work Hours**" shall mean hours of Project Construction Work.

"**Registered Apprenticeship Program**" shall mean a labor-management apprenticeship program that is currently registered with the State of California's Division of Apprenticeship Standards.

"**Resident**" shall mean an individual domiciled in the City for at least six months prior to the date that such individual is hired or assigned to perform the applicable work, with "domiciled" as defined by Section 349(b) of the California Election Code, as in effect as of the LDDA Execution Date attached hereto as Schedule 1.

"**Tenant**" shall mean any entity leasing space in the Project Site.

"**Union**" shall mean construction trades union(s).

"**Vertical Construction**" shall mean construction work related to (i) initial construction under the Billboard Agreement; (ii) initial construction of private site improvements and core and shell

building improvements; (iii) subsequent construction or maintenance under the Billboard Agreement for which the contracts with all Prime Contractors responsible for such work are worth, in the aggregate, over one million dollars ($1,000,000); or (iv) subsequent construction or maintenance of tenant improvements under a Ground Lease or other leasing arrangement between the City and the Developer, or sublease thereof, for which the contracts with all Prime Contractors responsible for such work are worth, in the aggregate, over one million dollars ($1,000,000); in all events excluding the cost of any furniture, fixtures or equipment.

"**Vertical PLA**" shall mean any project labor agreement governing Vertical Construction and executed by the Alameda County Building Trades Council and Developer and/or Billboard Tenant.

III. EMPLOYMENT REQUIREMENTS.

A. Alternative Approaches. Each Contractor shall either follow the processes set forth in Section III.B, below, or satisfy the percentage requirement set forth in Section III.C, below.

B. Hiring and Referral Processes.

1. Contractor Procedures. Contractors shall undertake the following steps in the following order, in an effort to retain Residents:

a. Step One: Assign to perform Project Construction Work any current employees who are Residents;

b. Step Two: Utilize name call, rehire, or similar procedures in the relevant collective bargaining agreement to request particular individuals who have been identified, in cooperation with the Unions, as Residents;

c. Step Three: Request that the Union hiring hall refer Residents;

d. Step Four: If the above steps have not enabled satisfaction of the percentage requirement of this Policy related to hiring of Residents, request referral of Residents from the Jobs Center; and

e. Step Five: Fairly consider workers that have been referred by the Jobs Center within three (3) business days of the request therefor.

C. Percentage Requirement.

1. Residents. The percentage requirement of this Section III.C is satisfied if, for each construction trade in which a Contractor performs Project Construction Work, at least fifty percent (50%) of the Project Work Hours in such construction trade are performed by Residents.

2. Credit for Hours Worked on Other Projects. For purposes of determining the percentage of Project Work Hours performed by Residents under Section

III.C.1, any hours of construction work performed by Residents on other construction projects performed by a Contractor (or, if the Contractor is a joint venture, by the entities that comprise the joint venture) during the term of the Contractor's Project Construction Work (i.e., the period commencing on the Contractor's execution of a contract for the performance of Vertical Construction and expiring on the substantial completion of the work required under such contract) shall be considered Project Work Hours performed by Residents in the applicable construction trade (and shall not increase the total number of Project Work Hours, including those applicable to such construction trade).

3. Bonus for Retention of New Apprentices. For every one thousand (1,000) hours beyond an initial one thousand (1,000) hours that any one New Apprentice works, directly or indirectly, for a Prime Contractor (including for such Prime Contractor's subcontractors of any tier) during the term of the Prime Contractor's Project Construction Work, such Prime Contractor shall be entitled to five hundred (500) "bonus" hours that shall be credited against the requirement for Project Work Hours performed by Residents under Section III.C.1.

D. Apprentices.

1. New Apprentice Sponsorship Requirements for Prime Contractors. In each calendar year, for each twenty thousand (20,000) Project Work Hours performed by a Prime Contractor (for the avoidance of doubt, including its subcontractors of any tier), such Prime Contractor and/or any of its subcontractors of any tier shall sponsor one (1) or more New Apprentice(s) and employ such New Apprentice(s) for an aggregate total of at least one thousand (1,000) hours of Project Construction Work and/or construction work on other projects during the term of the Prime Contractor's Project Construction Work.

2. Twenty Percent Utilization Requirement. For all Project Work Hours in aggregate, performed by any Contractor, Apprentice Work Hours shall constitute at least twenty percent (20%) of Project Work Hours.

E. Hiring Discretion. Nothing in this Policy shall require that any Contractor hire any particular individual; each Contractor shall have the sole discretion to make hiring decisions with regard to any individual referred by the Jobs Center or any other person or entity.

F. Funding Restrictions. For any portion of the Project Construction Work on which, based on use of federal or state funds, a federal or state agency prohibits application of the requirements described above, the City will, after consultation with Developer, work collaboratively with the funding agency to adapt the above requirements to the restrictions imposed by the funding agency, advancing the goals of this Policy to the greatest extent permitted by the funding agency. In such cases, Developer and the City shall meet and confer with regard to the adapted requirements agreed to by the City and the funding agency, and such requirements shall be applied to portions of the Project Construction Work in question for the period required by such agency, and shall automatically become terms of this Policy with respect to such Project Construction Work.

G. Contact Person. At least two (2) weeks prior to performance of Project Construction Work, or within two (2) business days after execution of a contract for performance

of Project Construction Work, whichever is later, each Contractor shall provide to the City contact information for a contact person for purposes of implementation of this Policy.

H. Employment Needs Projections.

1. Prime Contractor. Within one (1) month of being awarded a prime contract for Project Construction Work, any Prime Contractor shall project employment needs for performance of the contract, and provide such projection to the Jobs Center and the City. Such projection shall indicate number of workers and apprentices needed by trade, at different stages of performance of the Project Construction Work.

2. Contractors. Each Contractor shall, at least one (1) month before commencing performance of Project Construction Work, or within two (2) business days after execution of a contract for performance of Project Construction Work, whichever is later, project employment needs for performance of the Project Construction Work, and provide such projection to the Jobs Center and the City. Such projection shall indicate number of workers and Apprentices needed by trade to complete the Project Construction Work.

3. Compliance Plan. Prior to commencement of construction, Prime Contractors may request participation from the City in negotiation of a proactive compliance plan with regard to requirements of this Policy. The City shall negotiate in good faith in an attempt to reach agreement on such a plan. Negotiated compliance plans may streamline and clarify responsibilities under this Policy, but may not conflict with this Policy. If such a plan is agreed to by Prime Contractor and the City, then compliance with the plan shall be compliance with this Policy.

I. Worker Qualifications. Unless a criminal background check is required by any of the Background Exceptions, a Contractor shall neither request from prospective workers, nor independently research prospective workers' history of involvement with the criminal justice system. Where a criminal background check is required by any Background Exception, subject to the requirements of such Background Exception the Contractor shall: (a) include the following statement in the position description: "This position is subject to a background check for any convictions related to its responsibilities and requirements. Only criminal histories (i) related to job requirements and responsibilities or (ii) related to violent acts will be considered and will not automatically disqualify a finalist candidate."; (b) undertake the background check only after the initial interview (or, if no interview is undertaken, after a candidate has received a conditional offer of employment for the position in question); (c) consider only criminal histories (i) related to job requirements and responsibilities or (ii) related to violent acts; and (d) take into account the age of the individual at the time of the offense, the time that has passed since the offense, the nature and seriousness of the offense, and any evidence of the individual's rehabilitation. Unless a credit history is required by any of the Background Exceptions or Contractor's good faith determination that the position is of such sensitivity that individuals with particular types of credit histories are ineligible, a Contractor shall neither request from prospective workers, nor independently research prospective workers' credit histories.

J. Project Labor Agreement. As more particularly set forth in the applicable Ground Lease or the Billboard Agreement, Developer and Billboard Tenant, respectively, will have entered into a Vertical PLA with the Alameda County Building and Construction Trades Council covering the Project Construction Work, with all contractors and subcontractors to perform work under terms of such Vertical PLA, and such Vertical PLA to be consistent with and facilitate compliance with this Policy.

IV. MISCELLANEOUS.

A. Contracts/Subcontracts. Developer and each Tenant or Billboard Tenant shall include compliance with this Policy as a material term of any contract under which Project Construction Work will be performed (including any applicable construction management agreement). If Developer, Tenant or Billboard Tenant complies with this Section IV.A, such entity shall not be liable for any breach of this Policy by any Contractor. Each Contractor shall include compliance with this Policy as a material term of any subcontract under which Project Construction Work will be performed (including any applicable construction management agreement), with such subcontractor having all rights and responsibilities of a Contractor under this Policy. If a Contractor enters into a subcontract in violation of this Section IV.A, then such Contractor shall be liable for any breach of this Policy with respect to Project Construction Work performed by such subcontractor. If a Contractor complies with this Section IV.A, such Contractor shall not be liable for any breach of this Policy at any sub-tier level.

B. Assurance Regarding Preexisting Contracts. Each Contractor warrants and represents that as of the date that a contract incorporating this Policy became effective, it has executed no contract pertaining to the Project or the Project Site that would have violated this Policy had it been executed after that date, or would interfere with fulfillment of or conflict with terms of this Policy. If, despite this assurance, an entity that has agreed to comply with this Policy has entered into such contract, then upon request from the City it shall either amend that contract to include the provisions required by this Policy, or terminate that contract.

C. Third Party Beneficiaries. The City is an intended third-party beneficiary of any contract that incorporates this Policy, but only for the purposes of enforcing the terms of this Policy. There shall be no other third party beneficiaries of this Policy. The City shall not delegate any of its responsibilities to any other third party, require the consent of any third party or act solely upon the direction of any third party in performing its obligations or exercising its rights under this Policy.

D. Reporting Requirements. Contractors shall submit monthly certified payroll records to the City, with an indication as to which Project Work Hours were worked by Residents and New Apprentices. Each Contractor shall also provide other records or information requested by the City regarding fulfillment of responsibilities under this Policy. All such records and information shall be considered public documents. Prior to such documents being released to the public, the City will redact identifying information from such documents to protect privacy of individuals.

E. Determination of Status. A Contractor's determination of whether any individual is a Resident or New Apprentice shall be binding in determining whether the requirements of this Policy have been satisfied, including the requirements of Sections III.B and III.C, provided that such Contractor obtains reasonable written documentation demonstrating that such individual is a Resident or New Apprentice at the time that such individual is assigned or hired and such Contractor retains such documentation and makes it available to City for inspection at reasonable times.

F. Remedies.

1. Liquidated Damages for Percentage Requirement. If a Contractor fails to satisfy at least one of the alternative approaches required by Section III.A of this Policy, then as the sole and exclusive remedy therefor, such Contractor shall pay to the City liquidated damages in an amount equal to twenty dollars ($20) for each hour short of the percentage requirement. For example, if there are one thousand (1,000) Project Work Hours, with four hundred fifty (450) Project Work Hours performed by Residents, then the liquidated damages shall be in an amount equal to $20 x 50 = $1,000. A Contractor shall not owe liquidated damages if it negotiates a compliance plan with the City pursuant to Section III.H.3, and complies with such negotiated compliance plan. Any liquidated damages collected by the City shall be used solely to support training, referral, monitoring, or technical assistance to advance the purposes of this Policy.

2. Specific Performance. Except with respect to Contractor's failure to satisfy at least one of the alternative approaches required by Section III.A (for which the sole and exclusive remedy is set forth in Section IV.F.1), the City may bring an action for specific performance to ensure compliance with this Policy.

3. No Breach of Certain Agreements. So long as Developer and Billboard Tenant have included compliance with this Policy as a material term of any contract under which Project Construction Work will be performed, a Contractor's noncompliance with this Policy shall not constitute a breach of the LDDA or its related agreements (ground leases and Billboard Agreement, as applicable).

G. Exemptions.

1. For Core Workers. The requirements of Sections III.B and III.C shall not apply to hours of Project Construction Work performed by members of a Contractor's core workforce (and such hours shall not be considered Project Work Hours for purposes of determining satisfaction of the percentage requirements of Section III.C.1). For a Contractor that is certified by the City of Oakland as a Very Small Local Business Enterprise, a Small Local Business Enterprise, or a Local Business Enterprise, a member of the core workforce is a worker who has appeared on payroll records for at least seven hundred fifty (750) hours of work in the one hundred eighty (180) days prior to that Contractor's commencement of the applicable Project Construction Work. For any other Contractor, a member of the core workforce is a worker who has appeared on payroll records for at least one thousand five hundred (1,500) hours

of work in the three hundred sixty five (365) days prior to that Contractor's commencement of the applicable Project Construction Work.

2. **For Out-of-State Workers.** The requirements of Sections III.B and III.C shall not apply to hours of Project Construction Work performed by residents of states other than the State of California (and such hours shall not be considered Project Work Hours for purposes of determining satisfaction of the percentage requirements of Section III.C.1). Notwithstanding the above, if, for any calendar year, the percentage of Project Work Hours worked by residents of states other than the State of California exceeds thirty percent (30%) of all Project Work Hours in such calendar year, then for all subsequent years of work on the Project, the first sentence of this Section IV.G.2 shall not apply, and the requirements of Sections III.B or III.C shall be applicable to all hours of Project Construction Work, including those performed by residents of states other than the State of California.

H. Material Term. This Policy is a material term of any contract into which it is incorporated.

I. Emergency. Developer, Tenant, Billboard Tenant or Contractors may apply to the City Administrator for a waiver of Sections III.B, III. C, III.D(2) and III(H)(1) of this Policy on a temporary basis with regard to a particular portion of the requesting party's work on grounds of a major emergency or risk of serious damage to property, such as natural disaster or fire. The City Administrator may grant such wavier only for a period of time necessary to respond to the emergency or serious property damage and only where the requesting party demonstrates (i) specific evidence of a major emergency or risk of serious property damage, the response to which requires rapid hiring of a significant number of temporary workers, (ii) that application of Sections III.B and III.C of this Policy would necessarily lead to an inability to address the emergency within the necessary timeframe or without substantial risk to safety of workers or serious damage to property, and (iii) that such inability or such risk cannot be avoided through changes to staffing, supervision, or operations in conjunction with application of Sections III.B, III.C, III.D(2) and III(H)(1) of this Policy. If Developer, Tenant, Billboard Tenant or any Contractor reasonably and in good faith believes that such a major emergency or risk of serious damage to property requires, and such entity undertakes, immediate action prior to obtaining any such waiver, then the City shall reasonably consider granting any requested waiver on a retroactive basis with respect to such actions.

J. Severability. If any of the provisions of this Policy are held by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, that holding shall in no way affect, impair, or invalidate any of the other provisions of this Policy. If this Policy's six (6)-month requirement for qualification as a Resident is deemed invalid by final decision of a court of competent jurisdiction, then "Resident" shall mean an individual domiciled in the City prior to the date that such individual is hired or assigned to perform the applicable work, with "domiciled" as defined by Section 349(b) of the California Election Code, as in effect on the LDDA Execution Date.

K. Applicable Law and Compliance with Law. This Policy shall be governed by and construed in accordance with the laws of the State of California and the United States and

shall be enforced only to the extent that it is consistent with those laws. Parties who have agreed to comply with this Policy agree: (i) that their understanding is that all terms of this Policy are consistent with federal, state, and local law; and (ii) that this Policy shall be reasonably interpreted so as to comply with any conflicting law.

L. Successors and Assigns. This Policy shall be binding upon and inure to the benefit of successors and assigns of any party to a contract incorporating this Policy. References in this Policy to any entity shall be deemed to apply to any successor of that entity.

M. Warranties and Representation. Each party to a contract incorporating this Policy agrees not to either affirmatively or by way of defense seek to invalidate or otherwise avoid application of the terms of this Policy in any judicial action or arbitration proceeding; has had the opportunity to be consult counsel regarding terms of this Policy, and has agreed to such terms voluntarily as a condition of entering into a contract that incorporates this Policy. This Policy shall not be strictly construed against any entity, and any rule of construction that any ambiguities be resolved against the drafting party shall not apply to this Policy.

Schedule 1

Section 349(b) of the California Election Code

West's Ann.Cal.Elec.Code § 349

§ 349. Residence

(a) "Residence" for voting purposes means a person's domicile.

(b) The domicile of a person is that place in which his or her habitation is fixed, wherein the person has the intention of remaining, and to which, whenever he or she is absent, the person has the intention of returning. At a given time, a person may have only one domicile.

(c) The residence of a person is that place in which the person's habitation is fixed for some period of time, but wherein he or she does not have the intention of remaining. At a given time, a person may have more than one residence.

EXHIBIT B TO EXHIBIT 37.6
TO
GROUND LEASE
FOR
[CENTRAL GATEWAY OR EAST GATEWAY, AS APPLICABLE]

OPERATIONS JOBS POLICY

[See Attached]

Operations Jobs Policy

Oakland Army Base Project

East and Central Gateway

I. Purpose. This Operations Jobs Policy sets forth certain requirements regarding hiring and employment for jobs related to operation of the development on the Project Site associated with the East Gateway and Central Gateway Ground Leases, as described in that certain Lease Disposition and Development Agreement between the City of Oakland and Prologis CCIG Oakland Global, LLC dated _____. Employers in the Project Site agree to comply with terms of this Operations Jobs Policy as a condition of entry into any agreement to which this Operations Jobs Policy is attached, as more particularly set forth herein. This Operations Jobs Policy does not cover construction hiring or construction employment.

II. Definitions. As used herein, the following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

"**Background Exceptions**" shall mean: (i) law, regulation or policy of any applicable governmental or quasi-governmental body (including, but not limited to, those established under the Transportation Worker Identification Credential program and the Customs Trade Partnership Against Terrorism); (ii) the Employer's good faith determination that the position is of such sensitivity that individuals with particular types of criminal convictions or histories are ineligible; and (iii) the Employer's hiring policies that are uniformly applied on a national basis with respect to prospective workers' history of involvement with the criminal justice system. An Employer's hiring policies with respect to prospective workers' history of involvement with the criminal justice system that are uniformly applied in the State of California, rather than on a national basis, may be considered a Background Exception pursuant to written approval of the City Administrator. The City Administrator shall reasonably consider any request for such approval by Developer or the applicable Employer if Developer or the applicable Employer reasonably demonstrates that a Background Exception is reasonably necessary in order to avoid significant economic or operational hardship for Developer or applicable Employer.

"**City**" shall mean the City of Oakland.

"**Developer**" shall mean Prologis CCIG Oakland Global, LLC and its approved successors, assigns and transferees, as set forth in the LDDA.

"**Disadvantaged Worker**" shall mean a Resident meeting eligibility criteria for California Enterprise Zone Hiring Credits, as set forth in Cal. Rev. & Tax Code Sec. 23622.7 (b)(4)(A), as in effect on the LDDA Execution Date, a copy of which is attached hereto as Schedule 1.

"East Gateway and Central Gateway Ground Leases" shall mean those certain ground leases, the form of which is Attachment 3 to the LDDA, that the City intends to lease to a Prologis controlled entity or its affiliate pursuant to the terms of the LDDA.

"Employer" shall mean any entity employing at least two full time equivalent individuals to perform On-Site Jobs. For example, this threshold would be satisfied by employment of either two full-time workers or four half-time workers to perform On-Site Jobs.

"Jobs Center" shall mean a referral center to be designated by the City as such for purposes of implementation of this Policy.

"Large Employer" shall mean any entity having a total job count of 40 or greater, and either leasing space within the Project Site or performing services within the Project Site pursuant to one or more service or labor supply contracts. For purposes of this definition, "total job count" shall mean the number of individuals working in On-Site Jobs and employed directly by the entity in question, working under a service contract or labor supply contract with the entity in question, or working under any related subcontract or agreement with the entity in question.

"LDDA" shall mean the Lease Disposition and Development Agreement described in Section I, above, and entered into by City and Developer respecting the development of the Oakland Army Base, as may be amended from time to time.

"LDDA Execution Date" shall mean the date the LDDA is signed by all parties as set forth in Section I, above.

"On-Site Job" shall mean any job for which at least fifty percent (50%) of the work hours during any calendar year are performed on the Project Site.

"Policy" shall mean this Operations Jobs Policy for the East and Central Gateway.

"Project" shall mean the redevelopment activities occurring on the Project Site.

"Project Site" shall mean the parcels of land to be leased pursuant to the East and Central Gateway Ground Leases, as those leases may be amended (or as those parcels may be otherwise leased or conveyed in the future).

"Resident" shall mean an individual domiciled in the City for at least six (6) months prior to the date that such individual is hired or assigned to perform the applicable work, with "domiciled" as defined by Section 349(b) of the California Election Code, as in effect on the LLDA Execution Date, attached hereto as Schedule 2.

"Tenant" shall mean any entity leasing space in the Project Site.

III. Local Hiring.

A. Hiring Process.

1. **Long-Range Planning.** As soon as the information is available following a Large Employer's execution of a contract under which it will operate at the Project Site and within thirty (30) days of each January 1 thereafter, the Large Employer shall provide to the City and the Jobs Center information regarding such Large Employer's good faith projection

of the number and type of On-Site Jobs that such Large Employer reasonably believes it will need to fill during the applicable calendar year and the basic qualifications anticipated to be necessary for such On-Site Jobs.

2. Initial Hiring Process.

a. Notification of Job Opportunities. At least four (4) weeks prior to the date that a Large Employer is anticipated to commence operations in the Project Site, or, if such Large Employer executes a contract under which it will operate at the Project Site less than four (4) weeks prior to such anticipated date, within two (2) business days following execution of such contract and prior to commencing operations, (any such period, the "Initial Notice Period"), such Large Employer shall notify the Jobs Center of openings for non-management On-Site Jobs and provide a clear and complete description of job responsibilities and qualifications therefor, including expectations, salary, minimum qualifications, work schedule, duration of employment, required standard of appearance, and any special requirements (*e.g.*, language skills, drivers' license, required background check, etc.). Job qualifications shall be limited to qualifications directly related to performance of job duties.

b. Hiring. The Large Employer shall use normal hiring practices, including interviews, to consider all Residents and Disadvantaged Workers referred by the Jobs Center and meeting the qualifications described in the referral request during the Initial Notice Period, or until all open positions for non-management On-Site Jobs are filled, whichever is sooner. The Large Employer shall make best efforts to fill all openings for non-management On-Site Jobs with Residents and Disadvantaged Workers referred by the Jobs Center. If at the conclusion of the Initial Notice Period the Large Employer has been unable to fill all available non-management On-Site Jobs with Residents and Disadvantaged Workers referred by the Jobs Center, the Large Employer may use other recruitment methods to fill the position(s), although the Large Employer shall continue to make best efforts to hire Residents and Disadvantaged Workers later referred by the Jobs Center for non-management On-Site Jobs.

c. Pre-opening Transfer. Provisions of Section III.A.2 are not applicable to a Large Employer that is closing a facility located outside Oakland and is transferring the majority of its staff from the previous facility to a new facility within Oakland. Upon commencing operation in the new facility, such a Large Employer is covered by Section III.A.3, below. Provisions of this Section III.A.2 are applicable to Large Employers who hire for positions in facilities located outside Oakland with the intention of transferring such hires to a new facility at the Project Site upon commencement of operations for the new facility. All such hires shall be made consistent with the provisions of this Section III.A.2.

d. Jobs Center Feedback. Following the completion of the initial hiring process set forth in this Section III.A.2, at the request of the City a Large Employer shall meet and confer with the City Administrator and the Jobs Center to provide feedback on the initial hiring process so as to ensure that the Jobs Center may meet the future employment needs of the Large Employer and any future Employer, as relevant, and ensure the maximum hiring of Residents and Disadvantaged Workers feasible given the opportunities to be created by the Project.

3. Ongoing Hiring Process.

a. Notification of Job Opportunities. After a Large Employer has commenced operations at the Project Site, it shall continue to use the Jobs Center in accordance with this Section III.A.3 as a resource to fill openings for On-Site Jobs. When a Large Employer has an opening for an On-Site Job available, the Large Employer shall notify the Jobs Center of such job openings and provide a clear and complete description of job responsibilities and qualifications, including expectations, salary, minimum qualifications, work schedule, duration of employment, required standard of appearance, and any special requirements (*e.g.* language skills, drivers' license, required background check, etc.). Job qualifications shall be limited to qualifications directly related to performance of job duties.

b. Hiring. The Large Employer shall then use normal hiring practices, including interviews, to consider all Residents and Disadvantaged Workers referred by the Jobs Center and meeting the qualifications described in the referral request during a five (5)-day period after initial notification to the Jobs Center, or until all open On-Site Jobs are filled, whichever is sooner. The Large Employer shall make good faith efforts to fill all available On-Site Jobs with Residents and Disadvantaged Workers referred through the Jobs Center. If at the conclusion of the five (5)-day period the Large Employer has been unable to fill all openings for On-Site Jobs with Residents and Disadvantaged Workers referred by the Jobs Center, the Large Employer may use other recruitment methods, although the Large Employer shall continue to make good faith efforts to hire Residents and Disadvantaged Workers later referred by the Jobs Center for non-management On-Site Jobs.

4. Priorities for Initial and Ongoing Hiring. In exercising its efforts required by this Policy to fill all available On-Site Jobs with Residents and Disadvantaged Workers referred by the Jobs Center, each Large Employer shall apply the following priorities in hiring Residents:

i. First Priority: Residents of zip codes 94607, 94612, 94608, and 94609;

ii. Second Priority: Residents of the Oakland Enterprise Zone Targeted Employment Area as designated on the LDDA Execution Date, attached hereto as Schedule 3; and

iii. Third Priority: other Residents of the City of Oakland.

5. Nondiscrimination. Employers shall not discriminate against Residents or Disadvantaged Workers on the basis of their status as a Resident, status as a Disadvantaged Worker, or on any prohibited basis in any terms and conditions of employment, including retention, promotions, job duties, shift assignments, and training opportunities.

6. Worker Qualifications. Unless a criminal background check is required by any of the Background Exceptions, an Employer shall neither request from prospective workers, nor independently research prospective workers' history of involvement with the criminal justice system. Where a criminal background check is required by any

Background Exception, subject to the requirements of such Background Exception the Employer shall: (a) include the following statement in the position description: "This position is subject to a background check for any convictions related to its responsibilities and requirements. Only criminal histories (i) related to job requirements and responsibilities or (ii) related to violent acts will be considered and will not automatically disqualify a finalist candidate."; (b) undertake the background check only after the initial interview (or, if no interview is undertaken, after a candidate has received a conditional offer of employment for the position in question); (c) consider only criminal histories (i) related to job requirements and responsibilities or (ii) related to violent acts; and (d) take into account the age of the individual at the time of the offense, the time that has passed since the offense, the nature and seriousness of the offense, and any evidence of the individual's rehabilitation. Unless a credit history is required by any of the Background Exceptions or Employers' good faith determination that the position is of such sensitivity that individuals with particular types of credit histories are ineligible, an Employer shall neither request, nor independently research, prospective workers' credit histories. To the extent that this Section III.A.6 conflicts with any requirements of this Policy related to Disadvantaged Workers, this Section III.A.6 shall control.

B. Monitoring and Enforcement.

1. Safe Harbor Provision. Any Large Employer for whom at least fifty percent (50%) of workers hired for On-Site Jobs during a particular year were Residents, and for whom at least twenty-five percent (25%) of workers hired for On-Site Jobs during a particular year were Disadvantaged Workers, shall be deemed to be in compliance with Sections III.A.2, and III.A.3 of this Policy, for all hiring during that year. For the avoidance of doubt, for purposes of determining the percentages of workers hired for On-Site Jobs during a particular year that were Residents and Disadvantaged Workers, a Disadvantaged Worker shall be counted as both a Resident and a Disadvantaged Worker.

2. Credit for Hiring at Other Locations. Large Employers shall receive credit toward achievement of the safe harbor percentages set forth in Section III.B.1 for any hires of Residents and/or Disadvantaged Workers to perform jobs at other locations, so long as such Residents and/or Disadvantaged Workers are compensated in an amount equal to or in excess of that set forth in the Oakland Living Wage Ordinance (Oakland Municipal Code Section 2.28.010 et seq.) (e.g., if a Large Employer hires ten (10) workers for On-Site Jobs in a year, and six (6) are Residents, and such Large Employer also hires one Resident to perform a job at another location with such compensation, then, for purposes of Section III.B.1, seven (7) of such ten (10) workers will be deemed to be Residents).

3. Retention Incentive. For every two thousand (2,000) hours that any one Resident and/or Disadvantaged Worker who performs an On-Site Job works for a Large Employer, that Large Employer shall be entitled to a "bonus" hiring credit of one individual/position for the applicable category towards achievement of the safe harbor percentages set forth in Section III.B.1. For example, if a Large Employer hires ten (10) workers for On-Site Jobs in a year, and six (6) are Residents, and a Resident works his or her two thousandth (2,000th) hour for such Large Employer, then, for purposes of Section III.B.1, seven (7) of such ten (10) workers will be deemed to be Residents. For any employee that does not

work on an hourly basis, hours shall be counted towards this threshold on the basis of forty (40) hours per week of full time employment, so long as that employee actually works or is otherwise paid for at least forty (40) hours in all weeks in question.

4. Liquidated Damages. Each Large Employer agrees that, if during a particular year it has not either complied with the hiring process requirements of Sections III.A.2 and III.A.3, above or satisfied the safe harbor percentage set forth in Section III.B.1, above, then as the sole and exclusive remedy therefor, it shall pay to the City liquidated damages in the amount of five thousand dollars ($5,000) per On-Site Job short of the safe harbor percentage set forth in Section III.B.1. For example, if a Large Employer hires ten workers for On-Site Jobs in a year, and four are Residents and two are Disadvantaged Workers, then the liquidated damages shall total seven thousand five hundred dollars ($7,500). Of this amount, five thousand dollars ($5,000) is based on failure to meet the fifty percent (50%) safe harbor percentage for hiring of Residents, with safe harbor in this case requiring five Residents to be hired, and actual performance having been four hires. The remaining two thousand five hundred dollars ($2,500) is based on failure to meet the twenty-five percent (25%) safe harbor percentage for Disadvantaged Workers, with safe harbor amount in this case requiring at least two and one half (2.5) Disadvantaged Workers to be hired, and actual performance having been two hires; as shortfall in this case would be one-half of a single hire, liquidated damages would be half of one On-Site Job, or two thousand five hundred dollars ($2,500). Any liquidated damages collected by the City shall be used solely to support training, referral, monitoring, or technical assistance to advance the purposes of this Policy.

5. Compliance Records. Each Employer shall make available to the City on an annual basis (as of January 1 each year), or upon request, records sufficient to determine compliance with this Policy. An Employer may redact names and social security numbers from requested records in order to protect the privacy of individual employees.

6. Additional Enforcement Mechanisms. Except as set forth in Section III.B.4 above, the City shall be entitled to all remedies at law or in equity for any failure to comply with this Policy. Further, Employers who repeatedly violate this Policy may be debarred from future City contracts.

IV. Temporary Employment Agencies.

A. Large Employers may enter into a contract or other arrangement to supply workers for temporary employment in On-Site Jobs, provided that without the approval of the City Administrator in his or her reasonable discretion (i) temporary employment of any individual worker will last one hundred twenty (120) days or less per calendar year and (ii) no more than forty percent (40%) of the total number of days worked by all individuals performing On-Site Jobs on behalf of such Large Employer shall be performed by temporary workers. The City Administrator shall reasonably consider any request for such approval by the applicable Large Employer if such Large Employer reasonably demonstrates that compliance with this Section IV.A may reasonably be expected to create significant economic or operational hardship for the Large Employer.

V. Living Wages

A. Compliance with Ordinance. Each Employer shall provide compensation required of covered employers under, and shall otherwise comply with, the Oakland Living Wage Ordinance (Oakland Municipal Code Section 2.28.010 *et seq.*).

VI. Miscellaneous.

A. Contact Person. Within thirty (30) days of having entered into any contract (including any assignment of all or any portion of a lease) related to operation on the Project Site, each Employer will designate a contact person for all matters related to implementation of this Policy. The Employer shall forward the name, address and phone number of the designated individual to the City.

B. Determination of Residency or Priority Status. A Large Employer's determination of (i) whether any individual is a Resident or (ii) any individual's status within the priorities set forth in Section III.A.4 shall be binding in determining whether the requirements of this Policy have been satisfied, including the requirements of Sections III.A and III.B, provided that such Large Employer obtains reasonable written documentation demonstrating such individual's status at the time that such individual is assigned or hired and such Large Employer retains such documentation and makes it available to City for inspection at reasonable times.

C. Determination of Disadvantaged Status. The Jobs Center shall make determinations of Disadvantaged Worker status. The Jobs Center shall make such determinations promptly upon request from an Employer, a worker, or the City.

D. Assignments, Subleases and Contracts. Each Developer or Tenant shall include compliance with this Policy as a material term of any assignment or sublease of all or a portion of its interest in a lease of any portion of the Project Site. If a Developer or Tenant complies with this Section IV.D, such Developer or Tenant shall not be liable for any breach of this Policy by a party receiving such assignment or entering into such sublease where that breach is (i) related to the interest so assigned or subleased and (ii) first arises after the date of such assignment or sublease. Each Employer shall include compliance with this Policy as a material term of any contract or other agreement under which any On-Site Jobs may be performed. If an Employer complies with this Section VI.D, such Employer shall not be liable for any breach of this Policy by another entity acting pursuant to such contract or other agreement. If a Developer, Employer or Tenant enters into a contract in violation of this Section VI.D, then upon request from the City it shall either amend that contract to include all requirements of this Policy, or terminate that contract.

E. Assurance Regarding Preexisting Contracts. Each entity that agrees to comply with this Policy warrants and represents that as of the date that a contract incorporating this Policy became effective, it has executed no contract pertaining to the Project or the Project Site that would have violated this Policy had it been executed after that date, or would interfere with fulfillment of or conflict with terms of this Policy. If, despite this assurance, an entity that has agreed to comply with this Policy has entered into such a contract, then upon request from

the City it shall either amend that contract to include the provisions required by this Policy, or terminate that contract.

F. Funding Restrictions. For any portion of operations on the Project Site for which, based on use of federal or state funds, a federal or state agency prohibits application of the requirements of this Policy, the City will, after consultation with Developer, work collaboratively with the funding agency to adapt the requirements of this Policy to the restrictions imposed by the funding agency, advancing the goals of this Policy to the greatest extent permitted by the funding agency. In such cases, Developer and the City shall meet and confer with regard to the adapted requirements agreed to by the City and the funding agency, and such requirements shall be applied to such portions of operations on the Project Site for the period required by such agency, and shall automatically become terms of this Policy with respect to such operations.

G. Third Party Beneficiaries. The City is an intended third-party beneficiary of any contract that incorporates this Policy, but only for the purposes of enforcing the terms of this Policy. There shall be no other third party beneficiaries of this Policy. The City shall not delegate any of its responsibilities to any other third party, require the consent of any third party or act solely upon the direction of any third party in performing its obligations or exercising its rights under this Policy.

H. Retaliation Prohibited. An Employer shall not discharge, reduce the compensation of, or otherwise discriminate against any person for making a complaint to the City or participating in any proceedings related to enforcement of this Policy against the Employer.

I. Material Term. This Policy is a material term of any contract into which it is incorporated.

J. Severability. If any of the provisions of this Policy are held by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, that holding shall in no way affect, impair, or invalidate any of the other provisions of this Policy. If this Policy's six (6)-month requirement for qualification as a Resident is deemed invalid by final decision of a court of competent jurisdiction, then "Resident" shall mean an individual domiciled in the City prior to the date that such individual is hired or assigned to perform the applicable work, with "domiciled" as defined by Section 349(b) of the California Election Code, as in effect on the LDDA Execution Date, attached hereto as Schedule 2.

K. Applicable Law and Compliance with Law. This Policy shall be governed by and construed in accordance with the laws of the State of California and the United States and shall be enforced only to the extent that it is consistent with those laws. Parties who have agreed to comply with this Policy agree: (i) that their understanding is that all terms of this Policy are consistent with federal, state, and local law; and (ii) that this Policy shall be reasonably interpreted so as to comply with any conflicting law.

L. Successors and Assigns. This Policy shall be binding upon and inure to the benefit of successors and assigns of any party to a contract incorporating this Policy. References in this Policy to any entity shall be deemed to apply to any successor of that entity.

M. Collective Bargaining Agreements. To the extent that this Policy conflicts with any collective bargaining agreement(s) to which an Employer is party, and such agreement is applicable to Employer's operations on the Project Site and is in effect as of the date that the Employer executes a lease or contract under which it will operate at the Project Site, the terms of such collective bargaining agreement(s) shall take precedence, and this Policy shall not apply to the extent of any such conflict. Where a collective bargaining agreement takes precedence over this Policy as described above, Developer and City shall make a good faith effort to encourage a meeting to occur promptly following such lease or contract execution date among the Employer, the applicable union(s) and the City to discuss whether and how to reduce or eliminate conflict between this Policy and future collective bargaining agreements.

N. Warranties and Representation. Each party to a contract incorporating this Policy agrees not to either affirmatively or by way of defense seek to invalidate or otherwise avoid application of the terms of this Policy in any judicial action or arbitration proceeding; has had the opportunity to consult counsel regarding terms of this Policy, and has agreed to such terms voluntarily as a condition of entering into a contract that incorporates this Policy. This Policy shall not be strictly construed against any entity, and any rule of construction that any ambiguities be resolved against the drafting party shall not apply to this Policy.

O. Emergency. Developer or Large Employers may apply to the City Administrator for a waiver of Section III.A.2 or III.A.3 of this Policy on a temporary basis with regard to a particular portion of the requesting party's work on grounds of a major emergency or risk of serious damage to property, such as natural disaster or fire. The City Administrator may grant such wavier only for a period of time necessary to respond to the emergency or serious property damage and only where the requesting party demonstrates (i) specific evidence of a major emergency or risk of serious property damage, the response to which requires rapid hiring of a significant number of temporary workers, (ii) that application of Section III.A.2 or III.A.3 of this Policy would necessarily lead to an inability to address the emergency within the necessary timeframe or without substantial risk to safety of workers or serious damage to property, and (iii) that such inability or such risk cannot be avoided through changes to staffing, supervision, or operations in conjunction with application of Section III.A.2 or III.A.3 of this Policy. If the requesting party reasonably and in good faith believes that such a major emergency or risk of serious damage to property requires, and Developer or Large Employer undertakes, immediate action prior to obtaining any such waiver, then the City shall reasonably consider granting any requested waiver on a retroactive basis with respect to such actions.

P. Hiring Discretion. Nothing in this Policy shall require that any Employer hire any particular individual; each Employer shall have the sole discretion to hire any individual referred by the Jobs Center or any other person or entity.

Schedule 1

Cal. Rev. & Tax Code Sec. 23622.7(b)(4)(A)

West's Ann.Cal.Rev. & T.Code § 23622.7

§ 23622.7. Credit against tax; taxpayers employing qualified employees in enterprise zones

(a) There shall be allowed a credit against the "tax" (as defined by Section 23036) to a taxpayer who employs a qualified employee in an enterprise zone during the taxable year. The credit shall be equal to the sum of each of the following:

(1) Fifty percent of qualified wages in the first year of employment.

(2) Forty percent of qualified wages in the second year of employment.

(3) Thirty percent of qualified wages in the third year of employment.

(4) Twenty percent of qualified wages in the fourth year of employment.

(5) Ten percent of qualified wages in the fifth year of employment.

(b) For purposes of this section:

(1) "Qualified wages" means:

(A)(i) Except as provided in clause (ii), that portion of wages paid or incurred by the taxpayer during the taxable year to qualified employees that does not exceed 150 percent of the minimum wage.

(ii) For up to 1,350 qualified employees who are employed by the taxpayer in the Long Beach Enterprise Zone in aircraft manufacturing activities described in Codes 3721 to 3728, inclusive, and Code 3812 of the Standard Industrial Classification (SIC) Manual published by the United States Office of Management and Budget, 1987 edition, "qualified wages" means that portion of hourly wages that does not exceed 202 percent of the minimum wage.

(B) Wages received during the 60-month period beginning with the first day the employee commences employment with the taxpayer. Reemployment in connection with any increase, including a regularly occurring seasonal increase, in the trade or business operations of the taxpayer does not constitute commencement of employment for purposes of this section.

(C) Qualified wages do not include any wages paid or incurred by the taxpayer on or after the zone expiration date. However, wages paid or incurred with respect to qualified employees who are employed by the taxpayer within the enterprise zone within the 60-month period prior to the zone expiration date shall continue to qualify for the credit under this section after the zone expiration date, in accordance with all provisions of this section applied as if the enterprise zone designation were still in existence and binding.

(2) "Minimum wage" means the wage established by the Industrial Welfare Commission as provided for in Chapter 1 (commencing with Section 1171) of Part 4 of Division 2 of the Labor Code.

(3) "Zone expiration date" means the date the enterprise zone designation expires, is no longer binding, or becomes inoperative.

(4)(A) "Qualified employee" means an individual who meets all of the following requirements:

(i) At least 90 percent of whose services for the taxpayer during the taxable year are directly related to the conduct of the taxpayer's trade or business located in an enterprise zone.

(ii) Performs at least 50 percent of his or her services for the taxpayer during the taxable year in an enterprise zone.

(iii) Is hired by the taxpayer after the date of original designation of the area in which services were performed as an enterprise zone.

(iv) Is any of the following:

(I) Immediately preceding the qualified employee's commencement of employment with the taxpayer, was a person eligible for services under the federal Job Training Partnership Act (29 U.S.C. Sec. 1501 et seq.), or its successor, who is receiving, or is eligible to receive, subsidized employment, training, or services funded by the federal Job Training Partnership Act, or its successor.

(II) Immediately preceding the qualified employee's commencement of employment with the taxpayer, was a person eligible to be a voluntary or mandatory registrant under the Greater Avenues for Independence Act of 1985 (GAIN) provided for pursuant to Article 3.2 (commencing with Section 11320) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code, or its successor.

(III) Immediately preceding the qualified employee's commencement of employment with the taxpayer, was an economically disadvantaged individual 14 years of age or older.

(IV) Immediately preceding the qualified employee's commencement of employment with the taxpayer, was a dislocated worker who meets any of the following:

(aa) Has been terminated or laid off or who has received a notice of termination or layoff from employment, is eligible for or has exhausted entitlement to unemployment insurance benefits, and is unlikely to return to his or her previous industry or occupation.

(bb) Has been terminated or has received a notice of termination of employment as a result of any permanent closure or any substantial layoff at a plant, facility, or enterprise, including an individual who has not received written notification but whose employer has made a public announcement of the closure or layoff.

(cc) Is long-term unemployed and has limited opportunities for employment or reemployment in the same or a similar occupation in the area in which the individual resides, including an individual 55 years of age or older who may have substantial barriers to employment by reason of age.

(dd) Was self-employed (including farmers and ranchers) and is unemployed as a result of general economic conditions in the community in which he or she resides or because of natural disasters.

(ee) Was a civilian employee of the Department of Defense employed at a military installation being closed or realigned under the Defense Base Closure and Realignment Act of 1990.

(ff) Was an active member of the armed forces or National Guard as of September 30, 1990, and was either involuntarily separated or separated pursuant to a special benefits program.

(gg) Is a seasonal or migrant worker who experiences chronic seasonal unemployment and underemployment in the agriculture industry, aggravated by continual advancements in technology and mechanization.

(hh) Has been terminated or laid off, or has received a notice of termination or layoff, as a consequence of compliance with the Clean Air Act.

(V) Immediately preceding the qualified employee's commencement of employment with the taxpayer, was a disabled individual who is eligible for or enrolled in, or has completed a state rehabilitation plan or is a service-connected disabled veteran, veteran of the Vietnam era, or veteran who is recently separated from military service.

(VI) Immediately preceding the qualified employee's commencement of employment with the taxpayer, was an ex-offender. An individual shall be treated as convicted if he or she was placed on probation by a state court without a finding of guilt.

(VII) Immediately preceding the qualified employee's commencement of employment with the taxpayer, was a person eligible for or a recipient of any of the following:

(aa) Federal Supplemental Security Income benefits.

(bb) Aid to Families with Dependent Children.

(cc) CalFresh benefits.

(dd) State and local general assistance.

(VIII) Immediately preceding the qualified employee's commencement of employment with the taxpayer, was a member of a federally recognized Indian tribe, band, or other group of Native American descent.

(IX) Immediately preceding the qualified employee's commencement of employment with the taxpayer, was a resident of a targeted employment area (as defined in Section 7072 of the Government Code).

(X) An employee who qualified the taxpayer for the enterprise zone hiring credit under former Section 23622 or the program area hiring credit under former Section 23623.

(XI) Immediately preceding the qualified employee's commencement of employment with the taxpayer, was a member of a targeted group, as defined in Section 51(d) of the Internal Revenue Code [FN1], or its successor.

(B) Priority for employment shall be provided to an individual who is enrolled in a qualified program under the federal Job Training Partnership Act or the Greater Avenues for Independence Act of 1985 or who is eligible as a member of a targeted group under the Work Opportunity Tax Credit (Section 51 of the Internal Revenue Code), or its successor.

(5) "Taxpayer" means a corporation engaged in a trade or business within an enterprise zone designated pursuant to Chapter 12.8 (commencing with Section 7070) of Division 7 of Title 1 of the Government Code.

(6) "Seasonal employment" means employment by a taxpayer that has regular and predictable substantial reductions in trade or business operations.

(c) The taxpayer shall do both of the following:

(1) Obtain from the Employment Development Department, as permitted by federal law, the local county or city Job Training Partnership Act administrative entity, the local county GAIN office or social services agency, or the local government administering the enterprise zone, a certification that provides that a qualified employee meets the eligibility requirements specified in

clause (iv) of subparagraph (A) of paragraph (4) of subdivision (b). The Employment Development Department may provide preliminary screening and referral to a certifying agency. The Employment Development Department shall develop a form for this purpose. The Department of Housing and Community Development shall develop regulations governing the issuance of certificates by local governments pursuant to subdivision (a) of Section 7086 of the Government Code.

(2) Retain a copy of the certification and provide it upon request to the Franchise Tax Board.

(d)(1) For purposes of this section:

(A) All employees of all corporations which are members of the same controlled group of corporations shall be treated as employed by a single taxpayer.

(B) The credit, if any, allowable by this section to each member shall be determined by reference to its proportionate share of the expense of the qualified wages giving rise to the credit, and shall be allocated in that manner.

(C) For purposes of this subdivision, "controlled group of corporations" means "controlled group of corporations" as defined in Section 1563(a) of the Internal Revenue Code, except that:

(i) "More than 50 percent" shall be substituted for "at least 80 percent" each place it appears in Section 1563(a)(1) of the Internal Revenue Code.

(ii) The determination shall be made without regard to subsections (a)(4) and (e)(3)(C) of Section 1563 of the Internal Revenue Code.

(2) If an employer acquires the major portion of a trade or business of another employer (hereinafter in this paragraph referred to as the "predecessor") or the major portion of a separate unit of a trade or business of a predecessor, then, for purposes of applying this section (other than subdivision (e)) for any calendar year ending after that acquisition, the employment relationship between a qualified employee and an employer shall not be treated as terminated if the employee continues to be employed in that trade or business.

(e)(1)(A) If the employment, other than seasonal employment, of any qualified employee with respect to whom qualified wages are taken into account under subdivision (a) is terminated by the taxpayer at any time during the first 270 days of that employment, whether or not consecutive, or before the close of the 270th calendar day after the day in which that employee completes 90 days of employment with the taxpayer, the tax imposed by this part for the taxable year in which that employment is terminated shall be increased by an amount equal to the credit allowed under subdivision (a) for that taxable year and all prior taxable years attributable to qualified wages paid or incurred with respect to that employee.

(B) If the seasonal employment of any qualified employee, with respect to whom qualified wages are taken into account under subdivision (a) is not continued by the taxpayer for a period of 270 days of employment during the 60-month period beginning with the day the qualified employee commences seasonal employment with the taxpayer, the tax imposed by this part, for the taxable year that includes the 60th month following the month in which the qualified employee commences seasonal employment with the taxpayer, shall be increased by an amount equal to the credit allowed under subdivision (a) for that taxable year and all prior taxable years attributable to qualified wages paid or incurred with respect to that qualified employee.

(2)(A) Subparagraph (A) of paragraph (1) shall not apply to any of the following:

(I) A termination of employment of a qualified employee who voluntarily leaves the employment of the taxpayer.

(ii) A termination of employment of a qualified employee who, before the close of the period referred to in subparagraph (A) of paragraph (1), becomes disabled and unable to perform the services of that employment, unless that disability is removed before the close of that period and the taxpayer fails to offer reemployment to that employee.

(iii) A termination of employment of a qualified employee, if it is determined that the termination was due to the misconduct (as defined in Sections 1256-30 to 1256-43, inclusive, of Title 22 of the California Code of Regulations) of that employee.

(iv) A termination of employment of a qualified employee due to a substantial reduction in the trade or business operations of the taxpayer.

(v) A termination of employment of a qualified employee, if that employee is replaced by other qualified employees so as to create a net increase in both the number of employees and the hours of employment.

(B) Subparagraph (B) of paragraph (1) shall not apply to any of the following:

(i) A failure to continue the seasonal employment of a qualified employee who voluntarily fails to return to the seasonal employment of the taxpayer.

(ii) A failure to continue the seasonal employment of a qualified employee who, before the close of the period referred to in subparagraph (B) of paragraph (1), becomes disabled and unable to perform the services of that seasonal employment, unless that disability is removed before the close of that period and the taxpayer fails to offer seasonal employment to that qualified employee.

(iii) A failure to continue the seasonal employment of a qualified employee, if it is determined that the failure to continue the seasonal employment was due to the misconduct (as defined in Sections 1256-30 to 1256-43, inclusive, of Title 22 of the California Code of Regulations) of that qualified employee.

(iv) A failure to continue seasonal employment of a qualified employee due to a substantial reduction in the regular seasonal trade or business operations of the taxpayer.

(v) A failure to continue the seasonal employment of a qualified employee, if that qualified employee is replaced by other qualified employees so as to create a net increase in both the number of seasonal employees and the hours of seasonal employment.

(C) For purposes of paragraph (1), the employment relationship between the taxpayer and a qualified employee shall not be treated as terminated by either of the following:

(i) By a transaction to which Section 381(a) of the Internal Revenue Code applies, if the qualified employee continues to be employed by the acquiring corporation.

(ii) By reason of a mere change in the form of conducting the trade or business of the taxpayer, if the qualified employee continues to be employed in that trade or business and the taxpayer retains a substantial interest in that trade or business.

(3) Any increase in tax under paragraph (1) shall not be treated as tax imposed by this part for purposes of determining the amount of any credit allowable under this part.

(f) Rules similar to the rules provided in Section 46(e) and (h) of the Internal Revenue Code shall apply to both of the following:

(1) An organization to which Section 593 of the Internal Revenue Code applies.

(2) A regulated investment company or a real estate investment trust subject to taxation under this part.

(g) For purposes of this section, "enterprise zone" means an area designated as an enterprise zone pursuant to Chapter 12.8 (commencing with Section 7070) of Division 7 of Title 1 of the Government Code.

(h) The credit allowable under this section shall be reduced by the credit allowed under Sections 23623.5, 23625, and 23646 claimed for the same employee. The credit shall also be reduced by the federal credit allowed under Section 51 of the Internal Revenue Code.

In addition, any deduction otherwise allowed under this part for the wages or salaries paid or incurred by the taxpayer upon which the credit is based shall be reduced by the amount of the credit, prior to any reduction required by subdivision (l) or (j).

(i) In the case where the credit otherwise allowed under this section exceeds the "tax" for the taxable year, that portion of the credit that exceeds the "tax" may be carried over and added to the credit, if any, in succeeding taxable years, until the credit is exhausted. The credit shall be applied first to the earliest taxable years possible.

(j)(1) The amount of the credit otherwise allowed under this section and Section 23612.2, including any credit carryover from prior years, that may reduce the "tax" for the taxable year shall not exceed the amount of tax which would be imposed on the taxpayer's business income attributable to the enterprise zone determined as if that attributable income represented all of the income of the taxpayer subject to tax under this part.

(2) Attributable income shall be that portion of the taxpayer's California source business income that is apportioned to the enterprise zone. For that purpose, the taxpayer's business attributable to sources in this state first shall be determined in accordance with Chapter 17 (commencing with Section 25101). That business income shall be further apportioned to the enterprise zone in accordance with Article 2 (commencing with Section 25120) of Chapter 17, modified for purposes of this section in accordance with paragraph (3).

(3) Business income shall be apportioned to the enterprise zone by multiplying the total California business income of the taxpayer by a fraction, the numerator of which is the property factor plus the payroll factor, and the denominator of which is two. For purposes of this paragraph:

(A) The property factor is a fraction, the numerator of which is the average value of the taxpayer's real and tangible personal property owned or rented and used in the enterprise zone during the income year, and the denominator of which is the average value of all the taxpayer's real and tangible personal property owned or rented and used in this state during the income year.

(B) The payroll factor is a fraction, the numerator of which is the total amount paid by the taxpayer in the enterprise zone during the income year for compensation, and the denominator of which is the total compensation paid by the taxpayer in this state during the income year.

(4) The portion of any credit remaining, if any, after application of this subdivision, shall be carried over to succeeding taxable years, as if it were an amount exceeding the "tax" for the taxable year, as provided in subdivision (i).

(k) The changes made to this section by the act adding this subdivision [FN2] shall apply to taxable years on or after January 1, 1997.

Schedule 2

Section 349(b) of the California Election Code

West's Ann.Cal.Elec.Code § 349

§ 349. Residence

(a) "Residence" for voting purposes means a person's domicile.

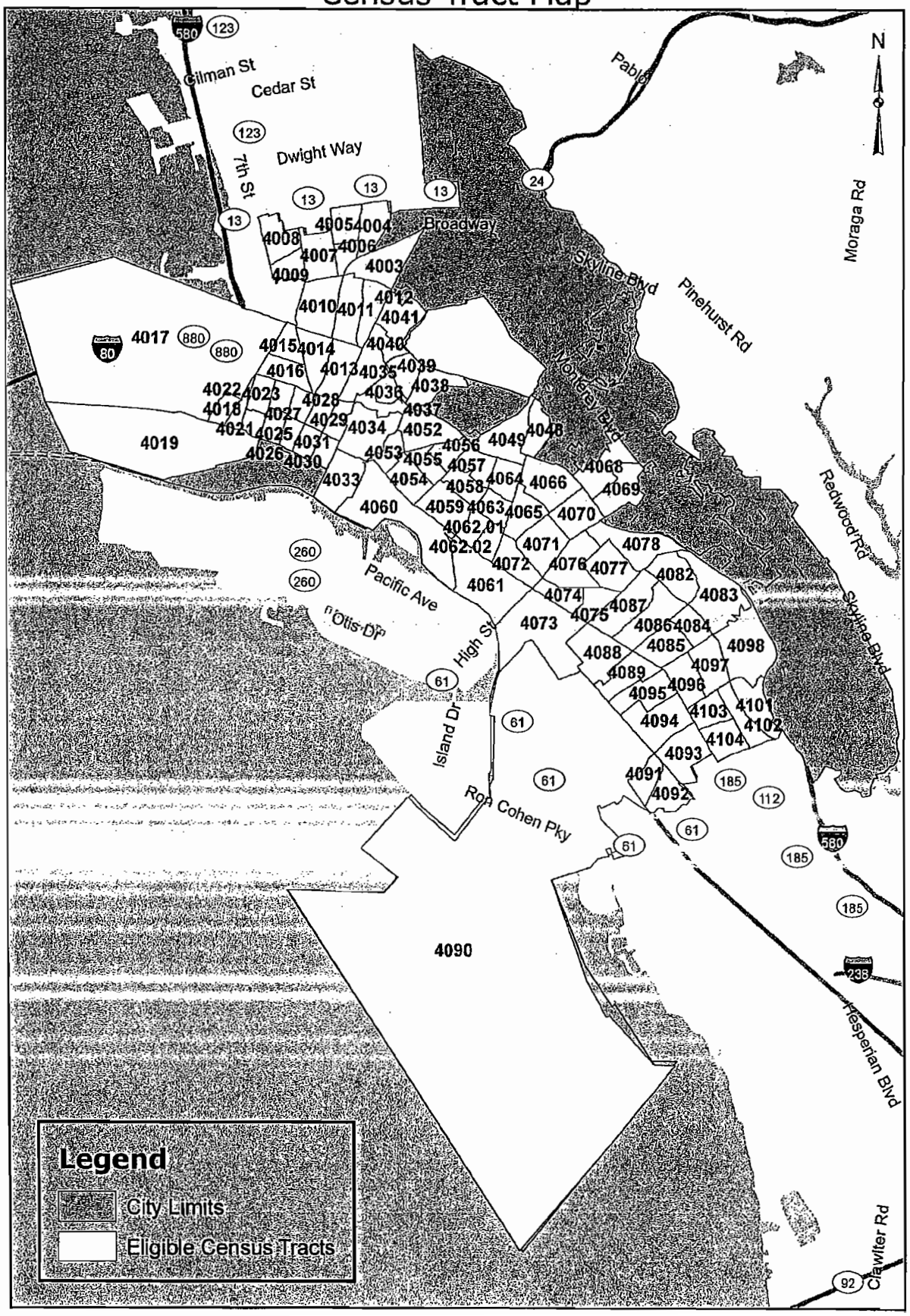
(b) The domicile of a person is that place in which his or her habitation is fixed, wherein the person has the intention of remaining, and to which, whenever he or she is absent, the person has the intention of returning. At a given time, a person may have only one domicile.

(c) The residence of a person is that place in which the person's habitation is fixed for some period of time, but wherein he or she does not have the intention of remaining. At a given time, a person may have more than one residence.

Schedule 3

Oakland Enterprise Zone Targeted Employment Area

OAKLAND ENTERISE ZONE TARGETED EMPLOYMENT AREA
Census Tract Map



CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
1ST	ST		750	1149	B	94607	4020.00
1ST	AV		1400	1599	B	94606	4053.00
1ST	AV		800	1399	B	94606	4060.00
1ST AVENUE	PL		1420	1448	B	94606	4053.00
2ND	ST		636	899	B	94607	4020.00
2ND	ST		250	635	B	94607	4032.00
2ND	ST		1	249	B	94607	4033.00
2ND	AV		1400	1699	B	94606	4053.00
2ND	AV		800	1399	B	94606	4060.00
3RD	ST		1150	1699	B	94607	4019.00
3RD	ST		650	1149	B	94607	4020.00
3RD	ST		250	649	B	94607	4032.00
3RD	ST		1	249	B	94607	4033.00
3RD	AV		1400	1999	B	94606	4053.00
3RD	AV		1100	1235	B	94606	4060.00
4TH	ST		650	899	B	94607	4020.00
4TH	ST		250	649	B	94607	4032.00
4TH	ST		1	249	B	94607	4033.00
4TH	AV		1400	1799	B	94606	4053.00
5TH	ST		1150	1999	B	94607	4019.00
5TH	ST		650	1149	B	94607	4020.00
5TH	ST		250	649	B	94607	4032.00
5TH	ST		1	249	B	94607	4033.00
5TH	AV		1401	1899	O	94606	4053.00
5TH	AV		1400	1698	E	94606	4054.00
5TH	AV		1700	1999	B	94606	4054.00
5TH	AV		2000	2299	B	94606	4055.00
5TH	AV		1	1399	B	94606	4060.00
6TH	ST		650	899	B	94607	4026.00
6TH	ST		250	449	B	94607	4030.00
6TH	ST		450	649	B	94607	4031.00
6TH	ST		1	249	B	94607	4033.00
6TH	AV		1400	1999	B	94606	4054.00
6TH	AV		1	1399	B	94606	4060.00
7TH	ST		1750	2998	E	94607	4017.00
7TH	ST		1600	1748	E	94607	4018.00
7TH	ST		1151	2999	O	94607	4019.00
7TH	ST		1350	1598	E	94607	4022.00
7TH	ST		900	1149	B	94607	4025.00
7TH	ST		250	449	B	94607	4030.00
7TH	ST		450	649	B	94607	4031.00
7TH	ST		1	249	B	94607	4033.00
7TH	AV		1400	1999	B	94606	4054.00
7TH	AV		2000	2399	B	94606	4055.00
7TH	AV		2401	2699	O	94606	4055.00
7TH	AV		2400	2698	E	94606	4056.00
7TH	AV		700	1399	B	94606	4060.00
7TH	ST	EAST	2100	2299	B	94606	4060.00
7TH	ST	EAST	2300	2699	B	94601	4060.00
7TH	ST	EAST	2700	3699	B	94601	4061.00
8TH	ST		1751	1899	B	94607	4017.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
8TH	ST		1600	1750	B	94607	4018.00
8TH	ST		1150	1349	B	94607	4021.00
8TH	ST		1350	1599	B	94607	4022.00
8TH	ST		900	1149	B	94607	4025.00
8TH	ST		650	899	B	94607	4026.00
8TH	ST		250	449	B	94607	4030.00
8TH	ST		450	649	B	94607	4031.00
8TH	ST		1	249	B	94607	4033.00
8TH	AV		1400	1999	B	94606	4054.00
8TH	AV		2000	2399	B	94606	4055.00
8TH	AV		2400	2799	B	94606	4056.00
8TH	AV		2800	2999	B	94610	4056.00
8TH	AV		1	1399	B	94606	4060.00
8TH	ST	EAST	200	1399	B	94606	4060.00
8TH	ST	EAST	2700	4299	B	94601	4061.00
8TH	ST	EAST	5000	5399	B	94601	4073.00
9TH	ST		1750	1999	B	94607	4017.00
9TH	ST		1700	1749	B	94607	4018.00
9TH	ST		1400	1599	B	94607	4022.00
9TH	ST		650	749	B	94607	4026.00
9TH	ST		250	449	B	94607	4030.00
9TH	ST		450	649	B	94607	4031.00
9TH	AV		1400	1999	B	94606	4054.00
9TH	AV		2000	2399	B	94606	4055.00
9TH	AV		2400	2790	B	94606	4056.00
9TH	ST	EAST	2300	3699	B	94601	4061.00
10TH	ST		1750	1999	B	94607	4017.00
10TH	ST		2680	2680	E	94607	4017.00
10TH	ST		2689	2689	O	94607	4017.00
10TH	ST		1600	1749	B	94607	4018.00
10TH	ST		1150	1399	B	94607	4021.00
10TH	ST		1400	1499	B	94607	4022.00
10TH	ST		900	1149	B	94607	4025.00
10TH	ST		650	899	B	94607	4026.00
10TH	ST		250	349	B	94607	4030.00
10TH	ST		450	649	B	94607	4031.00
10TH	ST		1	249	B	94607	4033.00
10TH	ST	EAST	1	99	B	94606	4033.00
10TH	AV		1400	1999	B	94606	4054.00
10TH	AV		2000	2399	B	94606	4055.00
10TH	AV		2400	2799	B	94606	4056.00
10TH	AV		1000	1399	B	94606	4060.00
10TH	ST	EAST	100	999	B	94606	4060.00
10TH	ST	EAST	2300	3199	B	94601	4061.00
10TH	ST	EAST	5000	5399	B	94601	4073.00
11TH	ST		1750	1999	B	94607	4017.00
11TH	ST		2670	2676	B	94607	4017.00
11TH	ST		1600	1749	B	94607	4018.00
11TH	ST		1400	1499	B	94607	4022.00
11TH	ST		650	899	B	94607	4026.00
11TH	ST		250	449	B	94607	4030.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
11TH	ST		450	649	B	94607	4031.00
11TH	ST		1	249	B	94607	4033.00
11TH	AV		1400	1999	B	94606	4054.00
11TH	AV		2000	2399	B	94606	4055.00
11TH	AV		2400	2799	B	94606	4056.00
11TH	AV		2800	3199	B	94610	4056.00
11TH	AV		1000	1399	B	94606	4060.00
11TH	ST	EAST	100	199	B	94606	4060.00
11TH	ST	EAST	2200	2799	B	94606	4061.00
12TH	ST		1750	1999	B	94607	4017.00
12TH	ST		1600	1749	B	94607	4018.00
12TH	ST		1151	1399	O	94607	4021.00
12TH	ST		1400	1599	B	94607	4022.00
12TH	ST		1150	1398	E	94607	4023.00
12TH	ST		900	1149	B	94607	4025.00
12TH	ST		650	899	B	94607	4026.00
12TH	ST		250	449	B	94607	4030.00
12TH	ST		450	649	B	94607	4031.00
12TH	ST		1	249	B	94607	4033.00
12TH	ST	EAST	2	98	E	94606	4053.00
12TH	AV		1400	1999	B	94606	4054.00
12TH	AV		2000	2799	B	94606	4055.00
12TH	AV		1000	1399	B	94606	4060.00
12TH	ST	EAST	100	298	E	94606	4060.00
12TH	ST	EAST	101	299	O	94606	4060.00
12TH	ST	EAST	300	2299	B	94606	4060.00
12TH	ST	EAST	2300	4299	B	94601	4061.00
12TH	ST	EAST	4300	5499	B	94601	4073.00
12TH ST	PL	EAST	4300	4399	B	94601	4073.00
13TH	ST		1750	1999	B	94607	4017.00
13TH	ST		1600	1749	B	94607	4018.00
13TH	ST		1400	1599	B	94607	4022.00
13TH	ST		1300	1399	B	94607	4023.00
13TH	ST		650	799	B	94612	4026.00
13TH	ST		800	899	B	94607	4026.00
13TH	ST		250	406	E	94612	4030.00
13TH	ST		251	449	O	94612	4030.00
13TH	ST		408	408	E	94612	4030.00
13TH	ST		410	448	E	94612	4030.00
13TH	ST		450	649	B	94612	4031.00
13TH	ST		1	249	B	94612	4034.00
13TH	AV		1401	1999	O	94606	4054.00
13TH	AV		2001	2399	O	94606	4055.00
13TH	AV		2401	2799	O	94606	4056.00
13TH	AV		2801	3499	O	94610	4056.00
13TH	AV		2700	2798	E	94606	4057.00
13TH	AV		2200	2698	E	94606	4058.00
13TH	AV		1400	2198	E	94606	4059.00
13TH	AV		1100	1399	B	94606	4060.00
13TH	ST	EAST	3100	3199	B	94601	4061.00
14TH	ST		1600	2998	E	94607	4017.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
14TH	ST		1751	2999	O	94607	4017.00
14TH	ST		1601	1749	O	94607	4018.00
14TH	ST		1400	1599	B	94607	4022.00
14TH	ST		1150	1399	B	94607	4023.00
14TH	ST		900	1148	E	94607	4024.00
14TH	ST		901	1149	O	94607	4025.00
14TH	ST		651	799	O	94612	4026.00
14TH	ST		801	899	O	94607	4026.00
14TH	ST		650	798	E	94612	4027.00
14TH	ST		800	898	E	94607	4027.00
14TH	ST		450	598	E	94612	4028.00
14TH	ST		250	448	E	94612	4029.00
14TH	ST		251	449	O	94612	4030.00
14TH	ST		451	649	O	94612	4031.00
14TH	ST		600	648	E	94612	4031.00
14TH	ST		1	249	B	94612	4034.00
14TH	ST	EAST	100	498	E	94606	4053.00
14TH	ST	EAST	500	1298	E	94606	4054.00
14TH	AV		2701	2999	O	94606	4057.00
14TH	AV		2900	2998	E	94606	4057.00
14TH	AV		3000	3299	B	94602	4057.00
14TH	AV		3300	3399	B	94602	4057.00
14TH	AV		2200	2699	B	94606	4058.00
14TH	AV		2700	2898	E	94606	4058.00
14TH	AV		1400	2199	B	94606	4059.00
14TH	ST	EAST	1300	2298	E	94606	4059.00
14TH	AV		1100	1399	B	94606	4060.00
14TH	ST	EAST	101	2299	O	94606	4060.00
14TH	ST	EAST	2301	4299	O	94601	4061.00
14TH	ST	EAST	2300	3198	E	94601	4062.00
14TH	ST	EAST	3200	4298	E	94601	4072.00
14TH	ST	EAST	4301	5499	O	94601	4073.00
14TH	ST	EAST	5501	5899	O	94621	4073.00
14TH	ST	EAST	4300	5498	E	94601	4074.00
14TH	ST	EAST	5500	5898	E	94621	4075.00
14TH	ST	EAST	7300	8198	E	94621	4085.00
14TH	ST	EAST	6650	7298	E	94621	4086.00
14TH	ST	EAST	5900	6648	E	94621	4087.00
14TH	ST	EAST	5901	7299	O	94621	4088.00
14TH	ST	EAST	7301	8199	O	94621	4089.00
14TH	ST	EAST	9801	10699	O	94603	4093.00
14TH	ST	EAST	8901	8999	O	94621	4094.00
14TH	ST	EAST	9001	9799	O	94603	4094.00
14TH	ST	EAST	8201	8899	O	94621	4095.00
14TH	ST	EAST	8200	8998	E	94621	4096.00
14TH	ST	EAST	9000	9398	E	94603	4096.00
14TH	ST	EAST	9400	9998	E	94603	4103.00
14TH	ST	EAST	10000	10998	E	94603	4104.00
15TH	ST		1600	1999	B	94607	4017.00
15TH	ST		1400	1599	B	94607	4022.00
15TH	ST		650	699	B	94612	4027.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
15TH	ST		700	799	B	94612	4027.00
15TH	ST		800	899	B	94607	4027.00
15TH	ST		450	649	B	94612	4028.00
15TH	ST		300	449	B	94612	4029.00
15TH	ST		100	199	B	94612	4034.00
15TH	ST	EAST	100	499	B	94606	4053.00
15TH	ST	EAST	500	1299	B	94606	4054.00
15TH	AV		1400	1899	B	94606	4059.00
15TH	ST	EAST	1300	2299	B	94606	4059.00
15TH	AV		1100	1399	B	94606	4060.00
15TH	ST	EAST	2300	2699	B	94601	4062.00
15TH	ST	EAST	3000	3199	B	94601	4062.00
15TH	ST	EAST	3500	3599	B	94601	4072.00
15TH	ST	EAST	4000	4199	B	94601	4072.00
15TH	ST	EAST	5500	5899	B	94621	4075.00
16TH	ST		1600	1999	B	94607	4017.00
16TH	ST		1400	1599	B	94607	4022.00
16TH	ST		1150	1399	B	94607	4023.00
16TH	ST		900	1149	B	94607	4024.00
16TH	ST		650	799	B	94612	4027.00
16TH	ST		800	899	B	94607	4027.00
16TH	ST		500	649	B	94612	4028.00
16TH	ST	EAST	100	199	B	94606	4053.00
16TH	AV		1400	2099	B	94606	4059.00
16TH	AV		1100	1399	B	94606	4060.00
16TH	ST	EAST	2300	3099	B	94601	4062.00
16TH	ST	EAST	3200	3399	B	94601	4072.00
16TH	ST	EAST	3500	3699	B	94601	4072.00
16TH	ST	EAST	4000	4199	B	94601	4072.00
16TH	ST	EAST	5500	5899	B	94621	4075.00
16TH	ST	EAST	5900	6399	B	94621	4087.00
17TH	ST		1600	1799	B	94607	4017.00
17TH	ST		1400	1599	B	94607	4022.00
17TH	ST		1300	1399	B	94607	4023.00
17TH	ST		650	799	B	94612	4027.00
17TH	ST		800	899	B	94607	4027.00
17TH	ST		450	649	B	94612	4028.00
17TH	ST		250	449	B	94612	4029.00
17TH	ST		100	249	B	94612	4034.00
17TH	ST	EAST	300	499	B	94606	4053.00
17TH	ST	EAST	500	1299	B	94606	4054.00
17TH	AV		2200	2399	B	94606	4058.00
17TH	AV		1400	1599	B	94606	4059.00
17TH	AV		1900	2199	B	94606	4059.00
17TH	ST	EAST	1300	1599	B	94606	4059.00
17TH	ST	EAST	1800	2299	B	94606	4059.00
17TH	AV		1100	1399	B	94606	4060.00
17TH	ST	EAST	2300	2399	B	94601	4062.00
17TH	ST	EAST	2700	3099	B	94601	4062.00
17TH	ST	EAST	3200	3499	B	94601	4072.00
17TH	ST	EAST	4000	4299	B	94601	4072.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
17TH	ST	EAST	5500	5899	B	94621	4075.00
17TH	ST	EAST	5900	6399	B	94621	4087.00
18TH	ST		1600	1799	B	94607	4017.00
18TH	ST		1400	1599	B	94607	4022.00
18TH	ST		1150	1399	B	94607	4023.00
18TH	ST		900	1149	B	94607	4024.00
18TH	ST		650	799	B	94612	4027.00
18TH	ST		800	899	B	94607	4027.00
18TH	ST		500	649	B	94612	4028.00
18TH	ST	EAST	200	499	B	94606	4053.00
18TH	ST	EAST	500	1299	B	94606	4054.00
18TH	AV		1400	2099	B	94606	4059.00
18TH	ST	EAST	1300	1399	B	94606	4059.00
18TH	AV		1100	1399	B	94606	4060.00
18TH	ST	EAST	2900	3099	B	94601	4062.00
18TH	ST	EAST	3400	4199	B	94601	4072.00
19TH	ST		1400	1599	B	94607	4022.00
19TH	ST		1150	1399	B	94607	4023.00
19TH	ST		650	799	B	94612	4027.00
19TH	ST		800	899	B	94607	4027.00
19TH	ST		450	649	B	94612	4028.00
19TH	ST		251	449	O	94612	4029.00
19TH	ST		300	448	E	94612	4029.00
19TH	ST		150	298	E	94612	4034.00
19TH	ST		151	249	O	94612	4034.00
19TH	ST	EAST	300	399	B	94606	4053.00
19TH	ST	EAST	401	499	O	94606	4053.00
19TH	ST	EAST	400	798	E	94606	4054.00
19TH	ST	EAST	501	799	O	94606	4054.00
19TH	ST	EAST	800	1299	B	94606	4054.00
19TH	AV		2700	2899	B	94606	4057.00
19TH	AV		2200	2699	B	94606	4058.00
19TH	AV		1400	2199	B	94606	4059.00
19TH	ST	EAST	1300	2299	B	94606	4059.00
19TH	AV		1000	1399	B	94606	4060.00
19TH	ST	EAST	2300	2399	B	94601	4062.00
19TH	ST	EAST	2900	3099	B	94601	4062.00
20TH	ST		1600	1899	B	94607	4017.00
20TH	ST		1400	1599	B	94607	4022.00
20TH	ST		1350	1399	B	94607	4023.00
20TH	ST		650	799	B	94612	4027.00
20TH	ST		800	899	B	94607	4027.00
20TH	ST		450	649	B	94612	4028.00
20TH	ST		200	449	B	94612	4029.00
20TH	ST	EAST	401	1299	O	94606	4054.00
20TH	ST	EAST	400	1298	E	94606	4055.00
20TH	AV		1400	2099	B	94606	4059.00
20TH	ST	EAST	1300	2299	B	94606	4059.00
20TH	AV		1100	1399	B	94606	4060.00
20TH	ST	EAST	2300	2799	B	94601	4062.00
21ST	ST		1150	1399	B	94607	4023.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
21ST	ST		900	1149	B	94607	4024.00
21ST	ST		650	799	B	94612	4027.00
21ST	ST		800	899	B	94607	4027.00
21ST	ST		450	649	B	94612	4028.00
21ST	ST		200	449	B	94612	4029.00
21ST	ST	EAST	400	1299	B	94606	4055.00
21ST	AV		2700	2999	B	94606	4057.00
21ST	AV		2200	2699	B	94606	4058.00
21ST	AV		1400	2199	B	94606	4059.00
21ST	ST	EAST	1300	2299	B	94606	4059.00
21ST	AV		1100	1399	B	94606	4060.00
21ST	ST	EAST	2300	2899	B	94601	4062.00
22ND	ST		650	799	B	94612	4027.00
22ND	ST		800	899	B	94607	4027.00
22ND	ST		450	649	B	94612	4028.00
22ND	ST		200	449	B	94612	4029.00
22ND	ST	EAST	400	1299	B	94606	4055.00
22ND	AV		2700	2999	B	94606	4057.00
22ND	AV		3000	3199	B	94602	4057.00
22ND	AV		2600	2699	B	94606	4058.00
22ND	ST	EAST	1300	2298	E	94606	4058.00
22ND	AV		1400	2099	B	94606	4059.00
22ND	ST	EAST	1301	2299	O	94606	4059.00
22ND	AV		900	1399	B	94606	4060.00
22ND	ST	EAST	2301	3099	O	94601	4062.00
22ND	ST	EAST	2300	3098	E	94601	4063.00
22ND	ST	EAST	3300	3399	B	94601	4065.00
23RD	ST		400	649	B	94612	4013.00
23RD	ST		650	699	B	94612	4014.00
23RD	ST		700	799	B	94612	4016.00
23RD	ST		200	399	B	94612	4035.00
23RD	ST	EAST	500	1299	B	94606	4055.00
23RD	AV		2701	2999	O	94606	4057.00
23RD	AV		3001	3099	O	94602	4057.00
23RD	AV		2201	2699	O	94606	4058.00
23RD	ST	EAST	1300	2299	B	94606	4058.00
23RD	AV		1401	1599	O	94606	4059.00
23RD	AV		1601	2199	O	94606	4059.00
23RD	AV		101	1399	O	94606	4060.00
23RD	AV		100	1398	E	94606	4061.00
23RD	AV		1400	1598	E	94601	4062.00
23RD	AV		1600	2198	E	94606	4062.00
23RD	AV		2200	2698	E	94606	4063.00
23RD	ST	EAST	2300	3199	B	94601	4063.00
23RD	AV		2700	2998	E	94606	4064.00
23RD	AV		3000	3098	E	94602	4064.00
23RD	ST	EAST	3200	3399	B	94601	4065.00
23RD AVENUE	PL		1100	1299	B	94606	4060.00
24TH	ST		400	599	B	94612	4013.00
24TH	ST		600	799	B	94612	4014.00
24TH	ST		900	1599	B	94607	4016.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
24TH	ST		1600	1799	B	94607	4017.00
24TH	ST		200	399	B	94612	4035.00
24TH	ST	EAST	701	1299	O	94606	4055.00
24TH	ST	EAST	700	1298	E	94606	4056.00
24TH	ST	EAST	1300	2299	B	94606	4058.00
24TH	AV		1400	2199	B	94601	4062.00
24TH	AV		2200	2599	B	94601	4063.00
24TH	ST	EAST	2300	2599	B	94601	4063.00
25TH	ST		400	599	B	94612	4013.00
25TH	ST		600	799	B	94612	4014.00
25TH	ST	EAST	1300	2299	B	94606	4058.00
25TH	AV		1000	1399	B	94601	4061.00
25TH	AV		1400	2199	B	94601	4062.00
25TH	AV		2200	2699	B	94601	4063.00
25TH	ST	EAST	2600	2699	B	94601	4063.00
25TH	AV		2700	2899	B	94601	4064.00
25TH STREET	WY	EAST	1400	1499	B	94606	4058.00
26TH	ST		400	499	B	94612	4013.00
26TH	ST		600	899	B	94612	4014.00
26TH	ST		900	1599	B	94607	4016.00
26TH	ST		1600	1899	B	94607	4017.00
26TH	ST		300	399	B	94612	4035.00
26TH	ST	EAST	1300	2199	B	94606	4058.00
26TH	AV		800	1399	B	94601	4061.00
26TH	AV		1500	2149	B	94601	4062.00
26TH	AV		2300	2699	B	94601	4063.00
26TH	ST	EAST	2300	2499	B	94601	4063.00
26TH	AV		2700	2899	B	94601	4064.00
26TH STREET	WY	EAST	1400	1499	B	94606	4058.00
27TH	ST		400	599	B	94612	4013.00
27TH	ST		600	799	B	94612	4014.00
27TH	ST		800	849	B	94607	4014.00
27TH	ST		850	899	B	94607	4016.00
27TH	ST		200	399	B	94612	4035.00
27TH	ST	EAST	1300	1398	E	94606	4057.00
27TH	ST	EAST	1900	2298	E	94606	4057.00
27TH	ST	EAST	1301	1399	O	94606	4058.00
27TH	ST	EAST	1901	2299	O	94606	4058.00
27TH	AV		800	1199	B	94601	4061.00
27TH	AV		1400	2199	B	94601	4062.00
27TH	AV		2200	2499	B	94601	4063.00
27TH	ST	EAST	2301	3099	O	94601	4063.00
27TH	ST	EAST	2300	3098	E	94601	4064.00
27TH	ST	EAST	3100	3299	B	94601	4065.00
28TH	ST		300	599	B	94609	4013.00
28TH	ST		600	799	B	94609	4014.00
28TH	ST		800	849	B	94608	4014.00
28TH	ST		850	1598	E	94608	4015.00
28TH	ST		851	1599	O	94608	4016.00
28TH	ST		1600	1799	B	94608	4017.00
28TH	ST		200	299	B	94611	4035.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
28TH	ST		800	1299	B	94610	4056.00
28TH	ST	EAST	1300	1399	B	94606	4057.00
28TH	ST	EAST	1900	2299	B	94606	4057.00
28TH	AV		1400	1999	B	94601	4062.00
28TH	ST	EAST	2400	2599	B	94601	4064.00
29TH	ST		300	599	B	94609	4013.00
29TH	ST		600	799	B	94609	4014.00
29TH	ST		800	899	B	94608	4014.00
29TH	ST		200	299	B	94611	4035.00
29TH	ST	EAST	1900	2299	B	94606	4057.00
29TH	AV		101	335	O	94606	4060.00
29TH	AV		100	1398	E	94601	4061.00
29TH	AV		337	1399	O	94601	4061.00
29TH	AV		1400	1699	B	94601	4062.00
29TH	ST	EAST	2300	2499	B	94606	4064.00
29TH	ST	EAST	2500	2599	B	94602	4064.00
29TH	ST	EAST	2900	3099	B	94601	4065.00
30TH	ST		300	599	B	94609	4013.00
30TH	ST		600	899	B	94609	4014.00
30TH	ST		900	1399	B	94608	4015.00
30TH	ST		200	299	B	94611	4035.00
30TH	ST	EAST	1900	2299	B	94606	4057.00
30TH	AV		1200	1399	B	94601	4061.00
30TH	ST	EAST	2300	2399	B	94606	4064.00
31ST	ST		500	599	B	94609	4013.00
31ST	ST		600	799	B	94609	4014.00
31ST	ST		800	899	B	94608	4014.00
31ST	ST	EAST	1300	2299	B	94602	4057.00
31ST	AV		1200	1399	B	94601	4061.00
31ST	AV		1400	1499	B	94601	4062.00
32ND	ST		500	599	B	94609	4013.00
32ND	ST		600	799	B	94609	4014.00
32ND	ST		800	949	B	94608	4014.00
32ND	ST		950	1399	B	94608	4015.00
32ND	ST		1400	1899	B	94608	4017.00
32ND	ST	EAST	1300	2299	B	94602	4057.00
33RD	ST		500	599	B	94609	4013.00
33RD	ST		600	799	B	94609	4014.00
33RD	ST		800	999	B	94608	4014.00
33RD	ST	EAST	1000	1299	B	94610	4056.00
33RD	ST	EAST	1300	1599	B	94602	4057.00
33RD	ST	EAST	1601	2299	O	94602	4057.00
33RD	AV		800	1399	B	94601	4061.00
33RD	AV		1400	1999	B	94601	4072.00
34TH	ST		300	599	B	94609	4013.00
34TH	ST		600	799	B	94609	4014.00
34TH	ST		800	999	B	94608	4014.00
34TH	ST		1000	1299	B	94608	4015.00
34TH	ST		1300	1899	B	94608	4017.00
34TH	ST	EAST	1200	1299	B	94610	4056.00
34TH	ST	EAST	1300	1399	B	94602	4057.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
34TH	AV		700	1399	B	94601	4061.00
34TH	AV		2000	2699	B	94601	4065.00
34TH	AV		1400	1999	B	94601	4072.00
35TH	ST		500	599	B	94609	4013.00
35TH	ST		600	799	B	94609	4014.00
35TH	ST		800	999	B	94608	4014.00
35TH	ST		1000	1399	B	94608	4015.00
35TH	AV		800	1399	B	94601	4061.00
35TH	AV		1901	2599	O	94601	4065.00
35TH	AV		2601	3599	O	94619	4066.00
35TH	AV		2600	3598	E	94619	4070.00
35TH	AV		1900	2598	E	94601	4071.00
35TH	AV		1400	1899	B	94601	4072.00
36TH	ST		600	798	E	94609	4010.00
36TH	ST		800	1032	B	94608	4010.00
36TH	ST		1033	1099	O	94608	4010.00
36TH	ST		350	599	B	94609	4011.00
36TH	ST		1101	1299	O	94608	4015.00
36TH	ST		1124	1124	E	94608	4015.00
36TH	AV		600	1399	B	94601	4061.00
36TH	AV		1900	2099	B	94601	4071.00
36TH	AV		1400	1899	B	94601	4072.00
37TH	ST		600	799	B	94609	4010.00
37TH	ST		800	1099	B	94608	4010.00
37TH	ST		400	599	B	94609	4011.00
37TH	AV		600	1399	B	94601	4061.00
37TH	AV		1400	1899	B	94601	4072.00
38TH	ST		423	499	B	94609	4011.00
38TH	ST		300	422	B	94609	4012.00
38TH	ST		200	299	B	94611	4040.00
38TH	AV		800	1399	B	94601	4061.00
38TH	AV		2600	3599	B	94619	4070.00
38TH	AV		1900	2599	B	94601	4071.00
38TH	AV		1400	1899	B	94601	4072.00
39TH	ST		600	799	B	94609	4010.00
39TH	ST		800	1099	B	94608	4010.00
39TH	ST		500	599	B	94609	4011.00
39TH	AV		800	1399	B	94601	4061.00
39TH	AV		2600	2799	B	94619	4070.00
39TH	AV		3300	3499	B	94619	4070.00
39TH	AV		2000	2299	B	94601	4071.00
39TH	AV		1400	1899	B	94601	4072.00
40TH	ST		600	799	B	94609	4010.00
40TH	ST		800	1099	B	94608	4010.00
40TH	ST		424	599	B	94609	4011.00
40TH	ST		300	423	B	94609	4012.00
40TH	ST		151	299	O	94611	4040.00
40TH	ST		150	298	E	94611	4041.00
40TH	AV		800	1399	B	94601	4061.00
40TH	AV		1900	2299	B	94601	4071.00
40TH	AV		1400	1899	B	94601	4072.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
40TH STREET	WY		180	299	B	94611	4041.00
41ST	ST		600	799	B	94609	4010.00
41ST	ST		800	1099	B	94608	4010.00
41ST	ST		414	599	B	94609	4011.00
41ST	ST		300	423	B	94609	4012.00
41ST	ST		1	299	B	94611	4041.00
41ST	AV		800	1399	B	94601	4061.00
41ST	AV		1900	2299	B	94601	4071.00
41ST	AV		1400	1899	B	94601	4072.00
42ND	ST		600	799	B	94609	4010.00
42ND	ST		800	1039	B	94608	4010.00
42ND	ST		425	599	B	94609	4011.00
42ND	ST		300	424	B	94609	4012.00
42ND	AV		1200	1399	B	94601	4061.00
42ND	AV		1900	2299	B	94601	4071.00
42ND	AV		1400	1899	B	94601	4072.00
43RD	ST		600	799	B	94609	4010.00
43RD	ST		800	1015	B	94608	4010.00
43RD	ST		426	599	B	94609	4011.00
43RD	ST		300	425	B	94609	4012.00
44TH	ST		600	799	B	94609	4010.00
44TH	ST		800	1015	B	94608	4010.00
44TH	ST		424	599	B	94609	4011.00
44TH	ST		300	423	B	94609	4012.00
44TH	AV		1000	1399	B	94601	4073.00
44TH	AV		1400	1599	B	94601	4074.00
45TH	ST		600	799	B	94609	4010.00
45TH	ST		800	1008	B	94608	4010.00
45TH	ST		426	599	B	94609	4011.00
45TH	ST		300	425	B	94609	4012.00
45TH	AV		700	1399	B	94601	4073.00
45TH	AV		1400	1799	B	94601	4074.00
45TH	AV		2000	2199	B	94601	4076.00
46TH	ST		600	799	B	94609	4010.00
46TH	ST		800	1006	B	94608	4010.00
46TH	ST		521	599	B	94609	4011.00
46TH	AV		400	1399	B	94601	4073.00
46TH	AV		1400	1799	B	94601	4074.00
46TH	AV		2000	2099	B	94601	4076.00
47TH	ST		600	799	B	94609	4010.00
47TH	ST		800	899	B	94608	4010.00
47TH	ST		500	599	B	94609	4011.00
47TH	AV		800	1399	B	94601	4073.00
47TH	AV		1400	1899	B	94601	4074.00
47TH	AV		1900	2399	B	94601	4076.00
48TH	ST		426	599	B	94609	4011.00
48TH	ST		400	425	B	94609	4012.00
48TH	AV		1000	1399	B	94601	4073.00
48TH	AV		1400	1899	B	94601	4074.00
48TH	AV		1900	2399	B	94601	4076.00
49TH	ST		425	599	B	94609	4011.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
49TH	ST		300	426	B	94609	4012.00
49TH	AV		800	1399	B	94601	4073.00
4TH	AV		700	1399	B	94606	4060.00
50TH	ST		400	599	B	94609	4011.00
50TH	ST		350	399	B	94609	4012.00
50TH	AV		600	1399	B	94601	4073.00
50TH	AV		1400	1799	B	94601	4074.00
50TH	AV		1900	2299	B	94601	4076.00
51ST	ST		300	498	E	94609	4003.00
51ST	ST		650	799	B	94609	4010.00
51ST	ST		800	899	B	94608	4010.00
51ST	ST		425	499	O	94609	4011.00
51ST	ST		500	649	B	94609	4011.00
51ST	ST		301	423	O	94609	4012.00
51ST	AV		800	1399	B	94601	4073.00
51ST	AV		1400	1899	B	94601	4074.00
51ST	AV		1900	2199	B	94601	4076.00
52ND	ST		500	648	E	94609	4003.00
52ND	ST		650	698	E	94609	4006.00
52ND	ST		700	798	E	94609	4007.00
52ND	ST		800	998	E	94608	4007.00
52ND	ST		651	799	O	94609	4010.00
52ND	ST		801	999	O	94608	4010.00
52ND	ST		501	649	O	94609	4011.00
52ND	AV		800	1399	B	94601	4073.00
52ND	AV		1400	1699	B	94601	4074.00
53RD	ST		500	599	B	94609	4003.00
53RD	ST		600	699	B	94609	4006.00
53RD	ST		700	799	B	94609	4007.00
53RD	ST		800	949	B	94608	4007.00
53RD	ST		950	1099	B	94608	4009.00
53RD	ST		1100	1190	E	94608	4009.00
53RD	AV		800	1399	B	94601	4073.00
53RD	AV		1400	1699	B	94601	4074.00
54TH	ST		500	599	B	94609	4003.00
54TH	ST		600	699	B	94609	4006.00
54TH	ST		700	799	B	94609	4007.00
54TH	ST		800	949	B	94608	4007.00
54TH	ST		950	1199	B	94608	4009.00
54TH	AV		800	1399	B	94601	4073.00
54TH	AV		1400	1699	B	94601	4074.00
55TH	ST		450	549	B	94609	4003.00
55TH	ST		550	699	B	94609	4006.00
55TH	ST		700	799	B	94609	4007.00
55TH	ST		800	949	B	94608	4007.00
55TH	ST		950	1248	B	94608	4009.00
55TH	AV		1401	1699	O	94621	4074.00
55TH	AV		1400	1698	E	94621	4075.00
55TH	AV		1700	2199	B	94621	4075.00
55TH	AV		2200	2399	B	94605	4075.00
56TH	ST		400	499	B	94609	4003.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST	ZIP CODE	CENSUS TRACT #
56TH	ST		500	699	B	94609	4006.00
56TH	ST		700	799	B	94609	4007.00
56TH	ST		800	949	B	94608	4007.00
56TH	ST		950	1099	B	94608	4009.00
56TH	AV		1400	1599	B	94621	4075.00
57TH	ST		400	499	B	94609	4004.00
57TH	ST		500	699	B	94609	4006.00
57TH	ST		800	949	B	94608	4007.00
57TH	ST		950	1099	B	94608	4009.00
57TH	AV		1100	1399	B	94621	4073.00
57TH	AV		1400	2199	B	94621	4075.00
57TH	AV		2200	2499	B	94605	4075.00
58TH	ST		400	499	B	94609	4004.00
58TH	ST		500	699	B	94609	4006.00
58TH	ST		700	799	B	94609	4007.00
58TH	ST		800	925	B	94608	4007.00
58TH	AV		1100	1399	B	94621	4073.00
59TH	ST		400	499	B	94609	4004.00
59TH	ST		500	698	E	94609	4005.00
59TH	ST		501	699	O	94609	4006.00
59TH	ST		700	799	B	94609	4007.00
59TH	ST		800	989	B	94608	4007.00
59TH	ST		991	999	O	94608	4007.00
59TH	ST		990	998	E	94608	4008.00
59TH	ST		1000	1249	B	94608	4008.00
60TH	ST		350	399	B	94618	4004.00
60TH	ST		400	499	B	94609	4004.00
60TH	ST		500	699	B	94609	4005.00
60TH	ST		700	799	B	94609	4007.00
60TH	ST		800	949	B	94608	4007.00
60TH	ST		951	1099	B	94608	4008.00
60TH	AV		2450	3299	B	94605	4087.00
60TH	AV		1000	1399	B	94621	4088.00
61ST	ST		350	399	B	94618	4004.00
61ST	ST		400	499	B	94609	4004.00
61ST	ST		500	699	B	94609	4005.00
61ST	ST		700	799	B	94609	4007.00
61ST	ST		800	949	B	94608	4007.00
61ST	ST		950	1249	B	94608	4008.00
61ST	AV		1400	1699	B	94621	4087.00
61ST	AV		2450	3299	B	94605	4087.00
61ST	AV		1000	1399	B	94621	4088.00
61ST STREET	PL		950	999	B	94608	4008.00
62ND	ST		300	399	B	94618	4004.00
62ND	ST		400	499	B	94609	4004.00
62ND	ST		500	699	B	94609	4005.00
62ND	ST		701	799	O	94609	4007.00
62ND	ST		900	949	B	94608	4007.00
62ND	ST		950	1249	B	94608	4008.00
62ND	AV		1400	2199	B	94621	4087.00
62ND	AV		2200	3299	B	94605	4087.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
62ND	AV		1000	1399	B	94621	4088.00
63RD	ST		300	399	B	94618	4004.00
63RD	ST		400	499	B	94609	4004.00
63RD	ST		500	799	B	94609	4005.00
63RD	ST		900	949	B	94608	4007.00
63RD	ST		950	1249	B	94608	4008.00
63RD	AV		2300	3299	B	94605	4087.00
63RD	AV		1300	1399	B	94621	4088.00
64TH	ST		1100	1249	B	94608	4008.00
64TH	AV		1400	2199	B	94621	4087.00
64TH	AV		2200	3099	B	94605	4087.00
64TH	AV		3101	3299	O	94605	4087.00
64TH	AV		1100	1399	B	94621	4088.00
64TH	AV		3100	3298	E	94605	4088.00
65TH	ST		400	499	B	94609	4004.00
65TH	ST		600	799	B	94609	4005.00
65TH	ST		1000	1230	B	94608	4008.00
65TH	AV		1400	2199	B	94621	4087.00
65TH	AV		2200	2699	B	94605	4087.00
65TH	AV		1100	1399	B	94621	4088.00
66TH	ST		400	499	B	94609	4004.00
66TH	ST		500	699	B	94609	4005.00
66TH	ST		1000	1199	B	94608	4008.00
66TH	AV		500	799	B	94621	4073.00
66TH	AV		1400	2199	B	94621	4087.00
66TH	AV		2200	2699	B	94605	4087.00
66TH	AV		800	1399	B	94621	4088.00
67TH	ST		1000	1247	B	94608	4008.00
67TH	AV		1400	1899	B	94621	4086.00
67TH	AV		2400	2899	B	94605	4086.00
68TH	AV		1400	1899	B	94621	4086.00
68TH	AV		2400	2999	B	94605	4086.00
69TH	AV		1400	2199	B	94621	4086.00
69TH	AV		2800	3299	B	94605	4086.00
69TH	AV		700	1399	B	94621	4088.00
70TH	AV		1400	1999	B	94621	4086.00
70TH	AV		800	1399	B	94621	4088.00
71ST	AV		1400	1799	B	94621	4086.00
71ST	AV		700	1399	B	94621	4088.00
72ND	AV		1400	1699	B	94621	4086.00
72ND	AV		800	1399	B	94621	4088.00
73RD	AV		2800	3298	E	94605	4083.00
73RD	AV		2500	2798	E	94605	4084.00
73RD	AV		1400	2198	E	94621	4085.00
73RD	AV		2200	2498	E	94605	4085.00
73RD	AV		1401	2199	O	94621	4086.00
73RD	AV		2201	2799	O	94605	4086.00
73RD	AV		901	1399	O	94621	4088.00
73RD	AV		700	798	E	94621	4089.00
73RD	AV		900	1398	E	94621	4089.00
74TH	AV		2500	2799	B	94605	4084.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
74TH	AV		1400	1899	B	94621	4085.00
74TH	AV		900	1399	B	94621	4089.00
75TH	AV		2800	3099	B	94605	4083.00
75TH	AV		2500	2799	B	94605	4084.00
75TH	AV		2400	2499	B	94605	4085.00
75TH	AV		801	1399	O	94621	4088.00
75TH	AV		700	1398	E	94621	4089.00
76TH	AV		2800	2999	B	94605	4083.00
76TH	AV		2500	2799	B	94605	4084.00
76TH	AV		1400	1599	B	94621	4085.00
76TH	AV		2400	2499	B	94605	4085.00
76TH	AV		700	1399	B	94621	4089.00
77TH	AV		2500	2799	B	94605	4084.00
77TH	AV		1400	1599	B	94621	4085.00
77TH	AV		2300	2499	B	94605	4085.00
77TH	AV		700	1399	B	94621	4089.00
78TH	AV		2500	2799	B	94605	4084.00
78TH	AV		1400	1899	B	94621	4085.00
78TH	AV		2400	2499	B	94605	4085.00
78TH	AV		1100	1399	B	94621	4089.00
79TH	AV		2500	2799	B	94605	4084.00
79TH	AV		1400	1999	B	94621	4085.00
79TH	AV		1100	1399	B	94621	4089.00
80TH	AV		2200	2599	B	94605	4084.00
80TH	AV		1400	2199	B	94621	4085.00
80TH	AV		1000	1399	B	94621	4089.00
81ST	AV		2200	2399	B	94605	4084.00
81ST	AV		1400	2199	B	94621	4085.00
81ST	AV		701	1399	O	94621	4089.00
81ST	AV		1050	1398	E	94621	4089.00
81ST	AV		700	1048	E	94621	4095.00
82ND	AV		2801	3599	O	94605	4083.00
82ND	AV		2201	2799	O	94605	4084.00
82ND	AV		1401	2199	O	94621	4085.00
82ND	AV		1051	1399	O	94621	4089.00
82ND	AV		1000	1248	E	94621	4095.00
82ND	AV		1001	1049	O	94621	4095.00
82ND	AV		1250	1398	E	94621	4095.00
82ND	AV		1400	1998	E	94621	4096.00
82ND	AV		2000	2198	E	94621	4097.00
83RD	AV		1000	1399	B	94621	4095.00
83RD	AV		1400	1999	B	94621	4096.00
83RD	AV		2000	2199	B	94621	4097.00
83RD	AV		2200	2799	B	94605	4097.00
84TH	AV		800	1399	B	94621	4095.00
84TH	AV		1400	1999	B	94621	4096.00
84TH	AV		2000	2199	B	94621	4097.00
84TH	AV		2200	2799	B	94605	4097.00
85TH	AV		500	699	B	94621	4090.00
85TH	AV		700	898	E	94621	4094.00
85TH	AV		701	899	O	94621	4095.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
85TH	AV		900	1399	B	94621	4095.00
85TH	AV		1400	1999	B	94621	4096.00
85TH	AV		2000	2199	B	94621	4097.00
85TH	AV		2200	2399	B	94605	4097.00
86TH	AV		700	899	B	94621	4094.00
86TH	AV		900	1399	B	94621	4095.00
86TH	AV		1400	1999	B	94621	4096.00
86TH	AV		2000	2199	B	94621	4097.00
86TH	AV		2200	2399	B	94605	4097.00
87TH	AV		900	1399	B	94621	4095.00
87TH	AV		1400	1999	B	94621	4096.00
87TH	AV		2000	2199	B	94621	4097.00
87TH	AV		2200	2399	B	94605	4097.00
88TH	AV		900	1399	B	94621	4095.00
88TH	AV		1400	1999	B	94621	4096.00
88TH	AV		2000	2199	B	94621	4097.00
88TH	AV		2200	2499	B	94605	4097.00
89TH	AV		900	1398	E	94621	4094.00
89TH	AV		901	1399	O	94621	4095.00
89TH	AV		1400	1999	B	94621	4096.00
89TH	AV		2000	2199	B	94621	4097.00
89TH	AV		2200	2499	B	94605	4097.00
90TH	AV		900	1399	B	94603	4094.00
90TH	AV		1400	1999	B	94603	4096.00
90TH	AV		2000	2499	B	94603	4097.00
91ST	AV		900	1399	B	94603	4094.00
92ND	AV		800	1399	B	94603	4094.00
92ND	AV		1400	1999	B	94603	4096.00
92ND	AV		2000	2499	B	94603	4097.00
93RD	AV		1200	1399	B	94603	4094.00
94TH	AV		900	1399	B	94603	4094.00
94TH	AV		1401	1999	O	94603	4096.00
94TH	AV		2001	2499	O	94603	4097.00
94TH	AV		2200	2498	E	94603	4102.00
94TH	AV		1400	2198	E	94603	4103.00
95TH	AV		1200	1399	B	94603	4094.00
96TH	AV		1200	1399	B	94603	4094.00
96TH	AV		2200	2499	B	94603	4102.00
96TH	AV		1400	2199	B	94603	4103.00
97TH	AV		1200	1399	B	94603	4094.00
98TH	AV		1	299	B	94603	4090.00
98TH	AV		301	749	O	94603	4090.00
98TH	AV		300	748	E	94603	4091.00
98TH	AV		750	898	E	94603	4093.00
98TH	AV		900	1398	E	94603	4093.00
98TH	AV		751	1399	O	94603	4094.00
98TH	AV		2200	2449	B	94603	4102.00
98TH	AV		1400	2199	B	94603	4103.00
99TH	AV		1200	1399	B	94603	4093.00
99TH	AV		2200	2449	B	94603	4102.00
99TH	AV		1400	2199	E	94603	4103.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
99TH AVENUE	CT		9900	9999	B	94603	4093.00
100TH	AV		700	1399	B	94603	4093.00
100TH	AV		2200	2499	B	94603	4102.00
100TH	AV		1401	2199	O	94603	4103.00
100TH	AV		1400	2198	E	94603	4104.00
101ST	AV		1000	1399	B	94603	4093.00
101ST	AV		1400	2199	B	94603	4104.00
102ND	AV		1000	1399	B	94603	4093.00
102ND	AV		1400	2199	B	94603	4104.00
103RD	AV		1000	1399	B	94603	4093.00
103RD	AV		2200	2499	B	94603	4102.00
103RD	AV		1400	2199	B	94603	4104.00
104TH	AV		1000	1399	B	94603	4093.00
104TH	AV		1400	2199	B	94603	4104.00
105TH	AV		100	749	B	94603	4092.00
105TH	AV		750	1399	B	94603	4093.00
105TH	AV		1400	2199	B	94603	4104.00
106TH	AV		700	1399	B	94603	4093.00
106TH	AV		2200	2599	B	94603	4102.00
106TH	AV		1800	2199	B	94603	4104.00
107TH	AV		700	1399	B	94603	4093.00
107TH	AV		2200	2599	B	94603	4102.00
107TH	AV		1800	2199	B	94603	4104.00
108TH	AV		2200	2599	B	94603	4102.00
108TH	AV		1800	2199	B	94603	4104.00
109TH	AV		2200	2599	B	94603	4102.00
109TH	AV		1800	2199	B	94603	4104.00
A	ST		9800	10099	B	94603	4093.00
A	ST		8900	9799	B	94621	4094.00
A	ST		8200	8899	B	94621	4095.00
ABBEY	ST		2600	2999	B	94619	4070.00
ACALANES	DR		10500	11199	B	94603	4092.00
ACTON	PL		200	299	B	94606	4053.00
ADA	ST		200	299	B	94618	4003.00
ADELINE	ST		5200	5304	E	94608	4007.00
ADELINE	ST		5306	6199	B	94608	4007.00
ADELINE	ST		5301	5305	O	94608	4009.00
ADELINE	ST		2800	3603	B	94608	4015.00
ADELINE	ST		2200	2799	B	94607	4016.00
ADELINE	ST		1	499	O	94607	4019.00
ADELINE	ST		2	498	E	94607	4020.00
ADELINE	ST		501	1199	O	94607	4021.00
ADELINE	ST		1201	1399	O	94607	4023.00
ADELINE	ST		1401	2199	O	94607	4023.00
ADELINE	ST		1400	2198	E	94607	4024.00
ADELINE	ST		500	1198	E	94607	4025.00
ADELINE	ST		1200	1398	E	94607	4025.00
AGUA VISTA	ST		3800	4299	B	94601	4071.00
AILEEN	ST		500	699	B	94609	4006.00
AILEEN	ST		700	949	B	94609	4007.00
AILEEN	ST		950	1099	B	94608	4009.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
ALAMEDA	AV		3200	4299	B	94601	4061.00
ALAMEDA	AV		4300	4499	B	94601	4073.00
ALCATRAZ	AV		300	399	B	94618	4004.00
ALCATRAZ	AV		400	499	B	94609	4004.00
ALCATRAZ	AV		500	799	B	94609	4005.00
ALCATRAZ	AV		1000	1099	B	94608	4008.00
ALDER	ST		7800	7999	B	94621	4085.00
ALEXANDER	CT		3400	3499	B	94601	4065.00
ALICE	ST		1401	1899	O	94612	4029.00
ALICE	ST		501	1199	O	94607	4030.00
ALICE	ST		1201	1399	O	94612	4030.00
ALICE	ST		1	499	O	94607	4032.00
ALICE	ST		2	1198	E	94607	4033.00
ALICE	ST		1200	1898	E	94612	4034.00
ALICIA	ST		2700	2799	B	94607	4016.00
ALLENDALE	AV		3500	4199	B	94619	4070.00
ALLENDALE	AV		4200	4899	B	94619	4076.00
ALMANZA	DR		400	699	B	94603	4092.00
ALTAMONT	AV		3900	4199	B	94605	4083.00
ALVIN	RD		4600	4799	B	94601	4073.00
AMELIA	ST		8500	8599	B	94621	4094.00
AMELIA	ST		8300	8499	B	94621	4095.00
ANDOVER	ST		3400	3499	B	94609	4013.00
ANGELO	AV		3700	3999	B	94619	4070.00
APGAR	ST		600	799	B	94609	4010.00
APGAR	ST		800	1099	B	94608	4010.00
APGAR	ST		500	599	B	94609	4011.00
APPLE	ST		700	899	B	94603	4093.00
APRICOT	ST		10700	11099	B	94603	4093.00
ARCHMONT	PL		3900	4099	B	94605	4083.00
ARDLEY	AV		3101	3399	O	94602	4057.00
ARDLEY	AV		3100	3398	E	94602	4064.00
ARKANSAS	ST		3200	3499	B	94602	4066.00
ARLINGTON	AV		800	949	B	94608	4007.00
ARLINGTON	AV		950	1049	B	94608	4009.00
ARROYUELO	AV		4200	4299	B	94611	4041.00
ARTHUR	ST		7300	7899	B	94605	4085.00
ARTHUR	ST		6650	7299	B	94605	4086.00
ARTHUR	ST		6400	6649	B	94605	4087.00
ASH	ST		7800	7899	B	94621	4085.00
ASHBROOK	CT		2900	3199	B	94601	4063.00
ASHTON	AV		100	499	B	94603	4090.00
ATHENS	AV		800	899	B	94607	4016.00
ATHERTON	ST		8000	8099	B	94605	4084.00
ATHOL	AV		100	299	B	94606	4053.00
ATLANTIC	ST		1600	1899	B	94607	4019.00
ATWELL	AV		2800	2899	B	94601	4065.00
AUSEON	AV		1400	1999	B	94621	4096.00
AUSEON	AV		2000	2199	B	94621	4097.00
AUSEON	AV		2200	2399	B	94605	4097.00
AUSTIN	ST		2000	2099	B	94601	4062.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
AVENAL	AV		5700	5899	B	94605	4075.00
AVENAL	AV		6650	6899	B	94605	4086.00
AVENAL	AV		5900	6649	B	94605	4087.00
AVON	ST		400	499	B	94618	4003.00
AYALA	AV		5700	5999	B	94609	4004.00
B	ST		8000	8099	B	94621	4089.00
B	ST		9800	9999	B	94603	4093.00
B	ST		8900	8999	B	94621	4094.00
B	ST		9000	9799	B	94603	4094.00
B	ST		8300	8899	B	94621	4095.00
BAKER	ST		6000	6399	B	94608	4008.00
BALDWIN	ST		7700	8499	B	94621	4090.00
BANCROFT	AV		4200	4299	B	94601	4072.00
BANCROFT	AV		4300	5399	B	94601	4074.00
BANCROFT	WY		4600	4799	B	94601	4074.00
BANCROFT	AV		5400	5499	B	94601	4075.00
BANCROFT	AV		5500	5899	B	94605	4075.00
BANCROFT	AV		7300	8198	E	94605	4084.00
BANCROFT	AV		7301	8199	O	94605	4085.00
BANCROFT	AV		6650	7299	B	94605	4086.00
BANCROFT	AV		5900	6649	B	94605	4087.00
BANCROFT	AV		8200	8999	B	94605	4097.00
BANCROFT	AV		9000	9399	B	94603	4097.00
BANCROFT	AV		9400	10998	E	94603	4102.00
BANCROFT	AV		9401	9999	O	94603	4103.00
BANCROFT	AV		10001	10999	O	94603	4104.00
BARRY	PL		2700	2799	B	94601	4064.00
BARTLETT	ST		2300	2599	B	94601	4065.00
BARTLETT	ST		2600	3099	B	94602	4066.00
BAXTER	ST		2100	2299	B	94601	4071.00
BAY	ST		400	699	B	94607	4019.00
BAY	PL		216	298	E	94612	4035.00
BAY	PL		100	214	E	94610	4037.00
BAY	PL		101	299	O	94610	4037.00
BAY VIEW	AV		900	1299	B	94610	4056.00
BAYO VISTA	AV		50	199	B	94611	4040.00
BEACH	ST		1552	1552	E	94608	4017.00
BEACHY	ST		100	199	B	94614	4090.00
BEATIE	ST		700	799	B	94606	4056.00
BEAUMONT	AV		3100	3399	B	94602	4057.00
BELLA VISTA	AV		900	1199	B	94610	4056.00
BELLAIRE	PL		2700	2899	B	94601	4064.00
BELLE	ST		1500	1999	B	94607	4019.00
BELLEVUE	AV		600	699	B	94610	4034.00
BELLEVUE	AV		400	599	B	94610	4037.00
BELMONT	ST		300	399	B	94610	4037.00
BELVEDERE	ST		5200	5399	B	94601	4076.00
BENVENUE	AV		6400	6699	B	94618	4004.00
BERGEDO	DR		100	799	B	94603	4092.00
BERLIN	WY		3000	3199	B	94602	4066.00
BERNHARDT	DR		9800	10099	B	94603	4091.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM	END NUM	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
BEVERLY	AV		10500	10999	B	94603	4104.00
BIRCH	ST		8000	8199	B	94621	4085.00
BIRCH	ST		8200	8999	B	94621	4096.00
BIRCH	ST		9000	9399	B	94603	4096.00
BIRCH	ST		9400	9999	B	94603	4103.00
BIRCH	ST		10000	10499	B	94603	4104.00
BIRD	RD		4600	4799	B	94601	4073.00
BIRDSALL	AV		3200	3499	B	94619	4078.00
BLAINE	ST		8500	8599	B	94621	4094.00
BLENHEIM	ST		700	999	B	94603	4093.00
BLOSSOM	ST		2800	3199	B	94601	4063.00
BOEHMER	ST		3600	3699	B	94601	4061.00
BONA	ST		2700	2899	B	94601	4064.00
BONA	ST		2900	3399	B	94601	4065.00
BOND	ST		4300	4899	B	94601	4074.00
BOOKER	ST		2500	2599	B	94606	4056.00
BOSTON	AV		3100	3499	B	94602	4066.00
BOYD	AV		5200	5499	B	94618	4003.00
BOYER	ST		5300	5398	E	94608	4009.00
BRANDON	ST		1700	1899	B	94611	4041.00
BRANN	ST		6600	6699	B	94605	4086.00
BRANN	ST		5900	6599	B	94605	4087.00
BREED	AV		10500	10999	B	94603	4104.00
BRENTFORD	ST		6700	6899	B	94621	4088.00
BRIDGE	AV		1500	1899	B	94601	4072.00
BROADWAY			5101	5199	O	94611	4003.00
BROADWAY			5201	6099	O	94618	4003.00
BROADWAY			3501	5099	O	94611	4012.00
BROADWAY			2251	2799	O	94612	4013.00
BROADWAY			2801	3399	O	94611	4013.00
BROADWAY			3401	3499	O	94609	4013.00
BROADWAY			1401	2249	O	94612	4028.00
BROADWAY			1617	2249	O	94612	4028.00
BROADWAY			1400	2248	E	94612	4029.00
BROADWAY			500	1198	E	94607	4030.00
BROADWAY			1200	1398	E	94612	4030.00
BROADWAY			501	1199	O	94607	4031.00
BROADWAY			1201	1399	O	94612	4031.00
BROADWAY			1	499	B	94607	4032.00
BROADWAY			2250	2798	E	94612	4035.00
BROADWAY			2800	3698	E	94611	4035.00
BROADWAY			3700	3998	E	94611	4040.00
BROADWAY			4000	5198	E	94611	4041.00
BROADWAY			5200	5268	E	94618	4041.00
BROCKHURST	ST		600	799	B	94609	4014.00
BROCKHURST	ST		800	999	B	94608	4014.00
BROMLEY	AV		5900	6299	B	94621	4087.00
BROOK	ST		3000	3299	B	94611	4035.00
BROOKDALE	AV		2700	2799	B	94602	4064.00
BROOKDALE	AV		2800	2898	E	94602	4065.00
BROOKDALE	AV		2801	3499	O	94602	4065.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
BROOKDALE	AV		2900	3498	E	94602	4066.00
BROOKDALE	AV		3500	4298	E	94619	4070.00
BROOKDALE	AV		3501	4299	O	94619	4071.00
BROOKDALE	AV		4300	4999	B	94619	4076.00
BROOKLYN	AV		501	621	O	94606	4053.00
BRUSH	ST		2250	2399	B	94612	4016.00
BRUSH	ST		1	499	B	94607	4020.00
BRUSH	ST		500	798	E	94607	4026.00
BRUSH	ST		501	1199	O	94607	4026.00
BRUSH	ST		1201	1399	O	94612	4026.00
BRUSH	ST		1401	2249	O	94612	4027.00
BRUSH	ST		1900	2248	E	94612	4027.00
BRYANT	AV		5300	5499	B	94618	4003.00
BURCKHALTER	AV		3900	4199	B	94605	4083.00
BURK	ST		400	499	B	94610	4037.00
BURLWOOD	AV		300	499	B	94603	4090.00
BYRON	AV		10000	10599	B	94603	4102.00
C	ST		9800	10199	B	94603	4093.00
C	ST		9200	9799	B	94603	4094.00
CAIRO	RD		200	299	B	94603	4090.00
CALCOT	PL		1000	1099	B	94606	4060.00
CAMDEN	ST		4400	4699	B	94619	4078.00
CAMDEN	ST		5000	5498	E	94619	4078.00
CAMDEN	ST		6400	6498	E	94605	4086.00
CAMDEN	ST		5900	6399	B	94605	4087.00
CAMDEN	ST		6401	6499	O	94605	4087.00
CAMPBELL	ST		1400	2799	B	94607	4017.00
CAMPBELL	CT		800	999	B	94607	4018.00
CAMPBELL	ST		700	1399	B	94607	4018.00
CAMPBELL	ST		200	699	B	94607	4019.00
CAMPBELL VILLAGE	CT		800	999	B	94607	4018.00
CANNING	ST		5800	6299	B	94609	4004.00
CAPISTRANO	DR		400	699	B	94603	4092.00
CAPP	ST		2901	2999	O	94602	4065.00
CAPP	ST		2900	2998	E	94602	4066.00
CAPP	ST		3000	3099	B	94602	4066.00
CAPWELL	DR		7800	8399	B	94621	4090.00
CARBERRY	AV		5600	5799	B	94609	4006.00
CARRINGTON	ST		3600	4299	B	94601	4071.00
CARROLL	ST		2200	2299	B	94606	4055.00
CARY	AV		600	699	B	94603	4091.00
CARY	AV		10100	10299	B	94603	4091.00
CARY	CT		1	99	B	94603	4091.00
CASTELLO	ST		2400	2599	B	94602	4064.00
CASTRO	ST		1	499	B	94607	4020.00
CASTRO	ST		500	799	B	94607	4026.00
CASTRO	ST		800	1198	E	94607	4026.00
CASTRO	ST		1200	1398	E	94612	4026.00
CASTRO	ST		1400	2298	E	94612	4027.00
CEDAR	ST		400	699	B	94607	4019.00
CENTER	ST		1	699	B	94607	4019.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
CENTER	ST		700	1799	B	94607	4022.00
CENTRAL	AV		300	399	B	94609	4013.00
CERRITO	AV		3800	3999	B	94611	4040.00
CHAMPION	ST		3000	3499	B	94602	4066.00
CHAPMAN	ST		2800	3299	B	94601	4061.00
CHASE	ST		1750	1999	B	94607	4017.00
CHASE	ST		1700	1749	B	94607	4018.00
CHERRY	ST		9000	9399	B	94603	4096.00
CHERRY	ST		9400	9999	B	94603	4103.00
CHESTER	ST		1	699	B	94607	4019.00
CHESTER	ST		700	1199	B	94607	4022.00
CHESTNUT	ST		2800	3599	B	94608	4015.00
CHESTNUT	ST		2200	2799	B	94607	4016.00
CHESTNUT	ST		1	499	B	94607	4020.00
CHESTNUT	ST		1400	2199	B	94607	4024.00
CHESTNUT	ST		500	1399	B	94607	4025.00
CHURCH	ST		1600	2199	B	94621	4086.00
CHURCH	ST		2200	2899	B	94605	4086.00
CIRCLE HILL	DR		7300	7699	B	94605	4083.00
CITY HALL	PZ		1	199	B	94612	4028.00
CLARA	CT		1	49	B	94603	4090.00
CLARA	ST		300	799	B	94603	4090.00
CLAREMONT	AV		5100	5498	E	94618	4003.00
CLAREMONT	AV		5101	5449	O	94618	4003.00
CLAREMONT	AV		5451	5699	O	94618	4004.00
CLAREMONT	AV		5701	6199	O	94618	4004.00
CLARKE	ST		5100	5199	B	94609	4003.00
CLARKE	ST		3800	3999	B	94609	4011.00
CLARKE	ST		4800	5099	B	94609	4011.00
CLAY	ST		1400	1799	B	94612	4028.00
CLAY	ST		500	1199	B	94607	4031.00
CLAY	ST		1200	1399	B	94612	4031.00
CLAY	ST		1	499	B	94607	4032.00
CLEMENT	ST		4300	4999	B	94601	4073.00
CLIFTON	ST		300	499	B	94618	4003.00
CLIFTON	ST		1	299	O	94618	4041.00
COLBY	ST		5800	6699	B	94618	4004.00
COLE	ST		5400	5499	B	94601	4075.00
COLE	ST		5200	5399	B	94601	4076.00
COLISEUM	WY		4600	5499	B	94601	4073.00
COLISEUM	WY		5500	6599	B	94621	4073.00
COLLEGE	AV		5200	5669	B	94618	4003.00
COLLEGE	AV		5671	5671	O	94618	4003.00
COLLEGE	AV		6201	6399	O	94618	4004.00
COLORADOS	DR		500	699	B	94603	4092.00
COLUMBIAN	DR		3300	3999	B	94605	4083.00
COMMERCE	WY		1500	1599	B	94606	4059.00
COMMERCE	WY		1800	2299	B	94606	4059.00
COMSTOCK	WY		1400	1499	B	94606	4058.00
CONGRESS	AV		4500	5299	B	94601	4076.00
COOKE	ST		100	199	B	94614	4090.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
COOLIDGE	AV		2000	2899	B	94601	4065.00
COOLIDGE	AV		2900	2999	B	94602	4065.00
COOLIDGE	AV		3000	3499	B	94602	4066.00
CORAL	RD		9200	9799	B	94603	4090.00
CORDOVA	ST		2400	2599	B	94602	4064.00
CORONADO	AV		5100	5299	B	94618	4003.00
CORONADO	AV		4900	5099	B	94618	4012.00
COTTON	ST		900	1099	B	94606	4060.00
COURTLAND	AV		1900	1999	B	94601	4071.00
COURTLAND	AV		2000	2599	B	94601	4076.00
COURTLAND	AV		2600	3099	B	94619	4076.00
COURTLAND	AV		3100	3399	B	94619	4078.00
CREST	AV		7600	8299	B	94605	4083.00
CRITTENDEN	ST		5400	5499	B	94601	4074.00
CROSBY	AV		1900	2099	B	94601	4071.00
CROXTON	AV		1	199	B	94611	4035.00
CULVER	CT		4100	4199	B	94619	4070.00
CULVER	ST		4100	4199	B	94619	4070.00
CUMBERLAND	WY		2900	3099	B	94605	4083.00
CURRAN	AV		3000	3399	B	94602	4066.00
CURRAN	WY		3400	3499	B	94602	4066.00
CURTIS	ST		1800	2299	B	94607	4027.00
CUSTER	ST		3500	3599	B	94601	4071.00
CUTHBERT	AV		3100	3199	B	94602	4066.00
CYPRESS	ST		2200	2799	B	94607	4017.00
CYPRESS	ST		2800	3499	B	94608	4017.00
CYPRESS	ST		1	699	B	94607	4019.00
CYPRESS	CT		800	1198	E	94607	4021.00
CYPRESS	ST		900	1198	E	94607	4021.00
CYPRESS	ST		700	899	B	94607	4022.00
CYPRESS	ST		901	2199	O	94607	4022.00
CYPRESS	ST		1200	2198	E	94607	4023.00
D	ST		9800	9999	B	94603	4093.00
D	ST		8900	9799	B	94621	4094.00
D	ST		8200	8899	B	94621	4095.00
DAKOTA	ST		3000	3499	B	94602	4066.00
DEAKIN	ST		6600	6699	B	94609	4005.00
DEERING	CT		1	99	B	94601	4065.00
DEERING	ST		3200	3499	B	94601	4065.00
DEERWOOD	ST		7300	7699	B	94605	4085.00
DELAWARE	ST		2800	3300	B	94602	4066.00
DELAWARE	ST		3302	3420	E	94602	4066.00
DELMONT	AV		3900	4199	B	94605	4083.00
DENNISON	ST		1800	2399	B	94606	4060.00
DENNY	ST		10000	10199	B	94603	4091.00
DENSLOWE	ST		9700	9799	B	94603	4090.00
DENSLOWE	ST		9800	9899	B	94603	4091.00
DERBY	AV		300	1399	B	94601	4061.00
DERBY	AV		1400	1499	B	94601	4062.00
DESMOND	ST		5100	5299	B	94618	4003.00
DESMOND	ST		4900	5099	B	94618	4012.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
DIESEL	ST		2000	2299	B	94606	4060.00
DOOLITTLE	DR		801	899	O	94603	4090.00
DOOLITTLE	DR		6900	9799	B	94614	4090.00
DOOLITTLE	DR		9800	10099	B	94603	4090.00
DOUGLAS	AV		400	749	B	94603	4091.00
DOUGLAS	AV		750	799	B	94603	4093.00
DOVER	ST		5900	6398	E	94609	4005.00
DOVER	ST		6201	6399	O	94609	4005.00
DOVER	ST		6500	6698	E	94609	4005.00
DOVER	ST		5200	5898	E	94609	4006.00
DOVER	ST		5201	6199	O	94609	4007.00
DOVER	ST		4700	5199	B	94609	4010.00
DOWLING	ST		8000	8199	B	94605	4084.00
DOWLING	ST		8200	8999	B	94605	4097.00
DURANT	AV		2201	2599	O	94603	4102.00
DURANT	AV		1401	2199	O	94603	4104.00
E	ST		9800	10699	B	94603	4093.00
E	ST		8900	8999	B	94621	4094.00
E	ST		9000	9799	B	94603	4094.00
E	ST		8300	8899	B	94621	4095.00
EARHART	DR		6900	9799	B	94614	4090.00
EARL	ST		7800	8099	B	94605	4083.00
EASTLAWN	ST		5800	5899	B	94621	4073.00
EASTLAWN	ST		5900	6899	B	94621	4088.00
EASTMAN	AV		2600	3199	B	94619	4070.00
ECHO	AV		1	199	B	94611	4041.00
EDEN	LN		3400	3499	B	94601	4065.00
EDEN	RD		2300	2598	E	94603	4090.00
EDENVALE	PL		3900	4099	B	94605	4083.00
EDES	AV		8000	8999	B	94621	4090.00
EDES	AV		9000	9799	B	94603	4090.00
EDES	AV		9800	10251	B	94603	4091.00
EDES	AV		10252	10899	B	94603	4092.00
EDGEMOOR	PL		3900	4199	B	94605	4083.00
EDGERLY	ST		5500	5699	B	94621	4075.00
EDGEWATER	DR		7000	8500	B	94621	4090.00
EDMONDSON	CT		3800	3899	B	94611	4040.00
EDWARDS	AV		3900	4199	B	94605	4083.00
EL DORADO	AV		550	699	B	94611	4040.00
EL EMBARCADERO			500	599	B	94610	4037.00
EL PASEO	DR		400	699	B	94603	4092.00
EL VERANO	ST		9900	10099	B	94603	4091.00
ELDRIDGE	AV		1	199	B	94603	4091.00
ELIZABETH	ST		5700	5899	B	94621	4075.00
ELLEN	ST		4500	4699	B	94601	4076.00
ELLIOTT	ST		3200	3399	B	94610	4056.00
ELLITA	AV		400	499	B	94610	4037.00
ELM	ST		3100	3499	B	94609	4013.00
ELMAR	AV		9800	9899	B	94603	4102.00
ELMHURST	AV	S	400	799	B	94603	4090.00
ELMHURST	AV		900	1199	B	94603	4094.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
ELMVIEW	DR		9600	9799	B	94603	4102.00
ELMWOOD	AV		3000	3499	B	94601	4061.00
EMBARCADERO		W	650	749	B	94607	4020.00
EMBARCADERO		W	250	649	B	94607	4032.00
EMBARCADERO		W	1	249	B	94607	4033.00
EMBARCADERO			100	2000	B	94606	4060.00
EMBARCADERO	CV		1	99	B	94606	4060.00
EMERALD	ST		4100	4299	B	94609	4012.00
EMPIRE	RD		9000	10099	B	94603	4090.00
ENTERPRISE	WY		8400	8499	B	94621	4090.00
ENTRADA	AV		1	199	B	94611	4041.00
ESSEX	ST		6400	6499	B	94608	4008.00
ESTEPA	DR		10700	11199	B	94603	4092.00
ETTIE	ST		2800	3599	B	94608	4017.00
EUCLID	AV		400	499	B	94610	4037.00
EVELYN	CT		2900	2999	B	94602	4065.00
F	ST		9200	9399	B	94603	4094.00
FAIRBAIRN	AV		4300	4999	B	94619	4078.00
FAIRFAX	AV		5301	5499	O	94601	4074.00
FAIRFAX	AV		5300	5498	E	94601	4075.00
FAIRFAX	AV		4500	5299	B	94601	4076.00
FAIRMOUNT	AV		1	549	B	94611	4035.00
FAIRMOUNT	AV		550	799	B	94611	4040.00
FAIRVIEW	ST		600	799	B	94609	4005.00
FALLON	ST		1	1199	B	94607	4033.00
FALLON	ST		1200	1299	B	94612	4034.00
FARNAM	ST		3200	3399	B	94601	4072.00
FAVOR	ST		7000	7299	B	94621	4086.00
FENHAM	ST		6200	6599	B	94621	4088.00
FERN	ST		2400	2599	B	94601	4076.00
FERRO	ST		1600	1798	E	94607	4019.00
FERRO	ST		1601	1799	O	94607	4020.00
FIELD	ST		3500	4199	B	94605	4083.00
FILBERT	ST		2800	3299	B	94608	4015.00
FILBERT	ST		2200	2599	B	94607	4016.00
FILBERT	ST		1	499	B	94607	4020.00
FILBERT	ST		1400	2199	B	94607	4024.00
FILBERT	ST		500	1399	B	94607	4025.00
FITZGERALD	ST		1300	1399	B	94608	4017.00
FITZPATRICK	RD		200	299	B	94603	4090.00
FLEMING	AV		4300	4999	B	94619	4076.00
FLORA	ST		6650	6999	B	94621	4086.00
FLORA	ST		6400	6649	B	94621	4087.00
FONTAINE	ST		7801	8099	O	94605	4083.00
FOOTHILL	BL		100	499	B	94606	4053.00
FOOTHILL	BL		500	1299	B	94606	4054.00
FOOTHILL	BL		1300	2299	B	94606	4059.00
FOOTHILL	PL		1300	1398	E	94606	4059.00
FOOTHILL	PL		1301	1399	O	94606	4059.00
FOOTHILL	BL		2300	3199	B	94601	4062.00
FOOTHILL	BL		3200	3498	E	94601	4065.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
FOOTHILL	BL		3500	4298	E	94601	4071.00
FOOTHILL	BL		3201	4399	O	94601	4072.00
FOOTHILL	BL		4401	5299	O	94601	4074.00
FOOTHILL	BL		5301	5499	O	94601	4075.00
FOOTHILL	BL		5501	5899	O	94605	4075.00
FOOTHILL	BL		4300	5498	E	94601	4076.00
FOOTHILL	BL		6600	7299	B	94605	4086.00
FOOTHILL	BL		5900	6599	B	94605	4087.00
FORD	ST		2800	3099	B	94601	4061.00
FOREST	ST		300	469	B	94618	4003.00
FOREST	ST		550	599	B	94618	4004.00
FORTUNE	WY		5900	6299	B	94605	4087.00
FOSTER	AV		100	299	B	94603	4091.00
FOSTER	CT		1	49	B	94603	4091.00
FRANCES	ST		2400	2599	B	94601	4076.00
FRANKLIN	ST		1400	2299	B	94612	4029.00
FRANKLIN	ST		500	1199	B	94607	4030.00
FRANKLIN	ST		1200	1399	B	94612	4030.00
FRANKLIN	ST		1	499	B	94607	4032.00
FREDERICK	ST		2000	2399	B	94606	4060.00
FREMONT	ST		5800	6199	B	94608	4008.00
FREMONT	ST		5500	5799	B	94608	4009.00
FREMONT	WY		1700	1799	B	94601	4074.00
FRESNO	ST		7300	7499	B	94605	4085.00
FRESNO	ST		6800	7299	B	94605	4086.00
FRISBIE	ST		1	299	B	94611	4035.00
FRUITVALE	AV		100	1399	B	94601	4061.00
FRUITVALE	AV		1401	1999	O	94601	4062.00
FRUITVALE	AV		2001	2199	O	94601	4062.00
FRUITVALE	AV		2201	2699	O	94601	4063.00
FRUITVALE	AV		2701	2899	O	94601	4064.00
FRUITVALE	AV		2901	3299	O	94602	4064.00
FRUITVALE	AV		2000	2898	E	94601	4065.00
FRUITVALE	AV		2900	2998	E	94602	4065.00
FRUITVALE	AV		3000	3498	E	94602	4066.00
FRUITVALE	AV		1400	1998	E	94601	4072.00
FULLINGTON	ST		3900	4199	B	94619	4070.00
G	ST		8501	8999	O	94621	4094.00
G	ST		8900	8998	E	94621	4094.00
G	ST		9000	9399	B	94603	4094.00
G	ST		8300	8898	E	94621	4095.00
G	ST		8301	8499	O	94621	4095.00
GALINDO	ST		2800	3199	B	94601	4063.00
GALINDO	ST		3200	3499	B	94601	4065.00
GALINDO	ST		3500	3699	B	94601	4071.00
GANNON	RD		200	299	B	94603	4090.00
GARDEN	ST		2700	2899	B	94601	4064.00
GARDENIA	PL		3900	4199	B	94605	4083.00
GARFIELD	AV		7300	7899	B	94605	4084.00
GARLAND	AV		1	199	B	94611	4035.00
GARNET	ST		300	399	B	94609	4012.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
GASKILL	ST		5300	5799	B	94608	4009.00
GENOA	ST		5200	6099	B	94608	4007.00
GENOA	ST		4700	5199	B	94608	4010.00
GEORGIA	ST		2800	3499	B	94602	4066.00
GHORMLEY	AV		100	499	B	94603	4091.00
GIBRALTAR	RD		9900	9999	B	94603	4090.00
GILBERT	ST		4100	4499	B	94611	4041.00
GLASCOCK	ST		2800	3299	B	94601	4061.00
GLEASON	WY		1400	2299	B	94606	4059.00
GLEN	AV		1	199	B	94611	4041.00
GLEN	AV		4200	4299	B	94611	4041.00
GLENDALE	AV		300	399	B	94618	4003.00
GLENEDEN	AV		1	199	B	94611	4041.00
GLENWOOD	AV		1	199	B	94611	4041.00
GORDON	ST		4300	4399	B	94601	4076.00
GORDON	ST		4800	4999	B	94601	4076.00
GOSS	ST		1750	1999	B	94607	4017.00
GOSS	ST		1700	1749	B	94607	4018.00
GOULD	ST		9800	9999	B	94603	4093.00
GRACE	AV		900	949	B	94608	4007.00
GRACE	AV		950	999	B	94608	4009.00
GRAFFIAN	ST		10200	10699	B	94603	4093.00
GRAMERCY	PL		300	499	B	94603	4092.00
GRAND	AV	W	400	648	E	94612	4013.00
GRAND	AV	W	650	698	E	94612	4014.00
GRAND	AV	W	700	798	E	94612	4016.00
GRAND	AV	W	800	1198	E	94607	4016.00
GRAND	AV	W	1200	1598	E	94607	4016.00
GRAND	AV	W	1600	1899	B	94607	4017.00
GRAND	AV	W	1151	1599	O	94607	4023.00
GRAND	AV	W	901	1149	O	94607	4024.00
GRAND	AV	W	651	799	O	94612	4027.00
GRAND	AV	W	801	899	O	94607	4027.00
GRAND	AV	W	401	649	O	94612	4028.00
GRAND	AV		1	199	O	94612	4029.00
GRAND	AV		201	349	O	94610	4034.00
GRAND	AV		200	348	E	94610	4037.00
GRAND	AV		350	699	B	94610	4037.00
GRANDE VISTA	AV		2400	2699	B	94601	4063.00
GRANDE VISTA	AV		2700	2899	B	94601	4064.00
GRANDE VISTA	PL		2300	2399	B	94601	4064.00
GRAVENSTEIN	ST		700	799	B	94603	4093.00
GRAY	ST		3500	3699	B	94601	4071.00
GREENLY	DR		7000	7799	B	94605	4083.00
GREENLY	DR		7800	8098	E	94605	4083.00
GREENLY	DR		7801	7999	O	94605	4083.00
HAGEMAN	AV		3500	3699	B	94619	4070.00
HALE	AV		400	499	B	94603	4091.00
HALLECK	ST		3500	4091	B	94608	4017.00
HALLIDAY	AV		7300	7799	B	94605	4085.00
HALLIDAY	AV		6850	7299	B	94605	4086.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
HAMILTON	PL		1	199	B	94612	4035.00
HAMILTON	ST		6800	7299	B	94621	4088.00
HAMILTON	ST		7300	7699	B	94621	4089.00
HAMLINE	AV		3200	3299	B	94602	4057.00
HANNAH	ST		2800	3599	B	94608	4017.00
HANOVER	AV		200	399	B	94606	4053.00
HARDY	ST		400	599	B	94618	4003.00
HARLAN	ST		3400	3599	B	94608	4017.00
HARMON	AV		5500	5899	B	94621	4075.00
HARMON	AV		5900	6299	B	94621	4087.00
HAROLD	ST		2401	2999	O	94602	4066.00
HARPER	ST		3400	3499	B	94601	4065.00
HARPER	ST		3500	3599	B	94601	4071.00
HARRINGTON	AV		1900	2599	B	94601	4071.00
HARRISON	ST		1400	1898	E	94612	4029.00
HARRISON	ST		1401	2249	O	94612	4029.00
HARRISON	ST		500	1199	B	94607	4030.00
HARRISON	ST		1200	1399	B	94612	4030.00
HARRISON	ST		1	499	B	94607	4032.00
HARRISON	ST		1900	2248	E	94612	4034.00
HARRISON	ST		2251	2399	O	94612	4035.00
HARRISON	ST		2400	2798	B	94612	4035.00
HARRISON	ST		2800	3499	B	94611	4035.00
HARRISON	ST		2250	2398	E	94612	4037.00
HARRISON	ST		3500	3999	B	94611	4040.00
HARVEY	AV		5500	5699	B	94621	4075.00
HAVEN	ST		3200	3599	B	94608	4017.00
HAVENSCOURT	BL		1400	2198	E	94621	4086.00
HAVENSCOURT	BL		2200	2998	E	94605	4086.00
HAVENSCOURT	BL		1401	2199	O	94621	4087.00
HAVENSCOURT	BL		2201	2999	O	94605	4087.00
HAWLEY	ST		6900	7299	B	94621	4088.00
HAWLEY	ST		7301	7499	O	94621	4088.00
HAWLEY	ST		7300	7498	E	94621	4089.00
HAWLEY	ST		7500	7699	B	94621	4089.00
HAWTHORNE	AV		300	499	B	94609	4013.00
HAYES	ST		5900	6299	B	94621	4087.00
HAZELWOOD	CT		1	99	B	94603	4090.00
HEGENBERGER	CT		1	49	B	94621	4090.00
HEGENBERGER	LP		1	299	B	94621	4090.00
HEGENBERGER	PL		1	99	B	94621	4090.00
HEGENBERGER	RD		1	699	B	94621	4090.00
HELEN	CT		6600	6699	B	94608	4008.00
HELEN	ST		2800	3599	B	94608	4017.00
HEMPHILL	PL		300	399	B	94618	4003.00
HENRIETTA	ST		3400	3499	B	94601	4065.00
HENRY	ST		1	699	B	94607	4019.00
HENRY	ST		700	899	B	94607	4022.00
HERMANN	ST		5600	5799	B	94609	4004.00
HERRIOTT	AV		3000	3299	B	94619	4078.00
HERZOG	ST		5900	6699	B	94608	4008.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
HESKET	RD		9800	9999	B	94603	4090.00
HICKORY	ST		2600	2699	B	94602	4064.00
HIGH	ST		1	1399	O	94601	4061.00
HIGH	ST		2601	3599	O	94619	4070.00
HIGH	ST		1901	2599	O	94601	4071.00
HIGH	ST		1401	1899	O	94601	4072.00
HIGH	ST		2	1398	E	94601	4073.00
HIGH	ST		1400	1898	E	94601	4074.00
HIGH	ST		1900	2598	E	94601	4076.00
HIGH	ST		2600	3098	E	94619	4076.00
HIGH	ST		3100	3498	E	94619	4078.00
HIGHLAND	AV		2400	2699	B	94606	4058.00
HILLEGASS	AV		6000	6699	B	94618	4004.00
HILLGRADE	CT		9720	9779	B	94603	4102.00
HILLMONT	DR		6200	7298	E	94605	4083.00
HILLMONT	DR		7300	8199	B	94605	4083.00
HILLSIDE	ST		7300	8199	B	94605	4084.00
HILLSIDE	ST		8600	9399	B	94605	4097.00
HILLSIDE	ST		9400	9799	B	94603	4102.00
HILTON	ST		5500	5699	B	94605	4075.00
HILTON	ST		5900	6399	B	94605	4087.00
HOLLAND	ST		5300	5499	B	94601	4074.00
HOLLIS	ST		3200	3899	B	94608	4017.00
HOLLY	ST		7300	8199	B	94621	4085.00
HOLLY	ST		7000	7299	B	94621	4086.00
HOLLY	ST		8200	8999	B	94621	4096.00
HOLLY	ST		9000	9399	B	94603	4096.00
HOLLY	ST		9400	9999	B	94603	4103.00
HOLMES	AV		3701	4199	O	94605	4083.00
HOLWAY	CT		5700	5799	B	94621	4075.00
HOLWAY	ST		5500	5699	B	94621	4075.00
HOLWAY	ST		5900	6199	B	94621	4087.00
HOWARD	ST		4300	4599	B	94601	4073.00
HOWE	ST		3700	3999	B	94611	4040.00
HOWE	ST		4000	4999	B	94611	4041.00
HOWELL	ST		5800	6099	B	94609	4004.00
HUDSON	ST		300	499	B	94618	4003.00
HUGHES	AV		2300	2399	B	94601	4065.00
HULL	RD		4300	4599	B	94601	4073.00
HUMBOLDT	AV		2300	2599	B	94601	4065.00
HUMBOLDT	AV		2600	3099	B	94602	4066.00
HUNTER	AV		100	499	B	94603	4091.00
HUNTER	CT		1	49	B	94603	4091.00
HYDE	ST		2600	3199	B	94601	4063.00
HYDE	ST		3200	3299	B	94601	4065.00
IDAHO	ST		5900	6399	B	94608	4008.00
IDLEWOOD	ST		8000	8199	B	94605	4084.00
INDA	WY		2000	2299	B	94606	4060.00
INDEPENDENCE	WY		1500	2299	B	94606	4059.00
INDEPENDENT	RD		500	799	B	94621	4073.00
INDUSTRIAL	WY		5400	5499	B	94601	4073.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
INTERNATIONAL	BLVD		100	498	E	94606	4053.00
INTERNATIONAL	BLVD		500	1298	E	94606	4054.00
INTERNATIONAL	BLVD		1300	2298	E	94606	4059.00
INTERNATIONAL	BLVD		1100	1399	B	94606	4060.00
INTERNATIONAL	BLVD		101	2299	O	94606	4060.00
INTERNATIONAL	BLVD		2301	4299	O	94601	4061.00
INTERNATIONAL	BLVD		2300	3198	E	94601	4062.00
INTERNATIONAL	BLVD		3200	4298	E	94601	4072.00
INTERNATIONAL	BLVD		4301	5499	O	94601	4073.00
INTERNATIONAL	BLVD		5501	5899	O	94621	4073.00
INTERNATIONAL	BLVD		4300	5498	E	94601	4074.00
INTERNATIONAL	BLVD		5500	5898	E	94621	4075.00
INTERNATIONAL	BLVD		7300	8198	E	94621	4085.00
INTERNATIONAL	BLVD		6650	7298	E	94621	4086.00
INTERNATIONAL	BLVD		5900	6648	E	94621	4087.00
INTERNATIONAL	BLVD		5901	7299	O	94621	4088.00
INTERNATIONAL	BLVD		7301	8199	O	94621	4089.00
INTERNATIONAL	BLVD		9801	10699	O	94603	4093.00
INTERNATIONAL	BLVD		8901	8999	O	94621	4094.00
INTERNATIONAL	BLVD		9001	9799	O	94603	4094.00
INTERNATIONAL	BLVD		8201	8899	O	94621	4095.00
INTERNATIONAL	BLVD		8200	8998	E	94621	4096.00
INTERNATIONAL	BLVD		9000	9398	E	94603	4096.00
INTERNATIONAL	BLVD		9400	9998	E	94603	4103.00
INTERNATIONAL	BLVD		10000	10998	E	94603	4104.00
INYO	AV		2200	2699	B	94601	4063.00
INYO	AV		2700	2799	B	94601	4064.00
IRIS	ST		8000	8199	B	94605	4084.00
IRIS	ST		8200	8599	B	94605	4097.00
IRVING	AV		1800	1999	B	94601	4062.00
IRWIN	CT		6400	6599	B	94609	4005.00
ISABELLA	ST		800	899	B	94607	4016.00
ISLETON	AV		100	299	B	94603	4091.00
IVY	DR		2200	2499	B	94606	4055.00
IVY	DR		2500	2799	B	94606	4056.00
JACK LONDON	SQ		87	89	B	94607	4032.00
JACKLA	LN		2000	2299	B	94606	4060.00
JACKSON	ST		1	1199	B	94607	4033.00
JACKSON	ST		1200	1999	B	94612	4034.00
JAMES	AV		5200	5499	B	94618	4003.00
JEFFERSON	ST		1400	1999	B	94612	4028.00
JEFFERSON	ST		500	1399	B	94607	4031.00
JEFFERSON	ST		1	499	B	94607	4032.00
JENSEN	ST		4300	4599	B	94601	4073.00
JOHN	ST		100	299	B	94611	4041.00
JONES	AV		300	599	B	94603	4090.00
JUDD	ST		4900	4999	B	94601	4074.00
JULIE ANN	WY		500	799	B	94621	4073.00
JUNE	CT		10400	10499	B	94603	4092.00
KALES	AV		5400	5599	B	94618	4003.00
KEITH	AV		5600	6099	B	94618	4003.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
KELLER	AV		3600	4099	B	94605	4083.00
KELTON	CT		1	199	B	94611	4041.00
KEMPTON	AV		3200	3399	B	94611	4035.00
KEMPTON	WY		3500	3599	B	94611	4035.00
KENNEDY	ST		300	1199	B	94606	4060.00
KERWIN	AV		100	299	B	94603	4091.00
KEVIN	CT		500	799	B	94621	4073.00
KING	ST		800	1099	B	94606	4060.00
KINGSLAND	AV		3200	3599	B	94619	4078.00
KINGSLAND	PL		1	99	B	94619	4078.00
KINGSTON	AV		700	770	E	94611	4040.00
KINGSTON	AV		701	899	O	94611	4041.00
KIRKHAM	ST		2200	2599	B	94607	4016.00
KIRKHAM	ST		1	699	B	94607	4019.00
KIRKHAM	CT		800	1199	B	94607	4021.00
KIRKHAM	ST		700	799	B	94607	4021.00
KIRKHAM	ST		1200	2199	B	94607	4023.00
KITTY	LN		9832	9850	B	94603	4090.00
KNIGHT	ST		10300	10399	B	94603	4092.00
KNOWLAND	AV		3100	3499	B	94619	4078.00
KOFORD	RD		9800	9899	B	94603	4090.00
KRAUSE	AV		7300	7700	B	94605	4085.00
KRAUSE	AV		6800	7299	B	94605	4086.00
LA PRENDA	DR		500	699	B	94603	4092.00
LAGUNA	AV		3400	3499	B	94602	4066.00
LAGUNA	WY		3300	3399	B	94602	4066.00
LAGUNITAS	AV		400	599	B	94610	4037.00
LAKE SHORE	AV		2801	3099	O	94610	4037.00
LAKE SHORE	AV		1200	2199	B	94606	4053.00
LAKESIDE	DR		300	399	B	94612	4029.00
LAKESIDE	DR		100	299	B	94612	4034.00
LAKESIDE	DR		1400	1599	B	94612	4034.00
LAMP	ST		3400	3699	B	94605	4083.00
LANCASTER	ST		1	799	B	94601	4061.00
LANGLEY	ST		100	199	B	94614	4090.00
LATIMER	PL		3700	3799	B	94609	4011.00
LAUREL	AV		3200	3599	B	94602	4066.00
LAWTON	AV		5100	5999	B	94618	4003.00
LAWTON	AV		4500	5099	B	94609	4012.00
LEE	ST		201	499	O	94610	4037.00
LEE	ST		400	498	E	94610	4037.00
LEGION	AV		2300	2399	B	94605	4085.00
LEIGHTON	ST		3750	3799	B	94611	4040.00
LENOX	AV		200	399	B	94610	4037.00
LESSER	ST		400	499	B	94601	4073.00
LESTER	AV		200	399	B	94606	4053.00
LEWIS	ST		100	699	B	94607	4019.00
LIESE	AV		3100	3399	B	94619	4070.00
LILAC	ST		2400	2799	B	94619	4076.00
LINDA	AV		1	99	B	94611	4041.00
LINDEN	ST		3600	3799	B	94608	4010.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
LINDEN	ST		4000	5199	B	94608	4010.00
LINDEN	ST		2800	3499	B	94608	4015.00
LINDEN	ST		2200	2599	B	94607	4016.00
LINDEN	ST		1	499	B	94607	4020.00
LINDEN	ST		1400	2199	B	94607	4024.00
LINDEN	ST		500	1399	B	94607	4025.00
LINK	ST		10400	10599	B	94603	4104.00
LISBON	AV		800	1199	B	94601	4061.00
LITTLEFIELD	ST		9200	9399	B	94603	4090.00
LIVINGSTON	ST		1800	2299	B	94606	4060.00
LOCKSLEY	AV		5200	5499	B	94618	4003.00
LOCKWOOD	ST		7300	7899	B	94621	4085.00
LOCKWOOD	ST		6900	7299	B	94621	4086.00
LOCUST	ST		7800	7899	B	94621	4085.00
LOGAN	ST		2600	3199	B	94601	4063.00
LOGAN	ST		3200	3299	B	94601	4065.00
LOMA VISTA	AV		3300	3599	B	94619	4070.00
LOMA VISTA	WY		3300	3399	B	94619	4070.00
LONGFELLOW	AV		9900	10599	B	94603	4102.00
LOOMIS	CT		900	999	B	94606	4060.00
LORENZO	AV		3200	3299	B	94619	4070.00
LOS ANGELES	ST		5600	5899	B	94608	4009.00
LOUISE	ST		3000	3999	B	94608	4017.00
LOUISIANA	ST		600	799	B	94603	4090.00
LOUVAINE	AV		100	299	B	94603	4091.00
LOWELL	ST		5300	6398	E	94608	4007.00
LOWELL	ST		5801	6399	O	94608	4008.00
LOWELL	ST		5301	5799	O	94608	4009.00
LUCILLE	ST		6600	6899	B	94621	4088.00
LUKE	RD		400	599	B	94601	4073.00
LUSK	ST		3800	4299	B	94608	4010.00
LYNDE	ST		2900	2999	B	94601	4064.00
LYNDE	ST		3000	3499	B	94601	4065.00
LYNDHURST	ST		9800	9899	B	94603	4091.00
LYON	AV		3500	4299	B	94601	4071.00
MACARTHUR	BL	W	600	799	B	94609	4010.00
MACARTHUR	BL	W	400	599	B	94609	4011.00
MACARTHUR	BL	W	300	399	B	94609	4012.00
MACARTHUR	BL		51	149	O	94610	4035.00
MACARTHUR	BL	W	151	299	O	94611	4035.00
MACARTHUR	BL		401	499	O	94610	4037.00
MACARTHUR	BL		50	98	E	94610	4040.00
MACARTHUR	BL	W	150	298	E	94611	4040.00
MACARTHUR	BL		1151	1299	O	94610	4056.00
MACARTHUR	BL		1301	1449	O	94602	4057.00
MACARTHUR	BL		2201	3499	O	94602	4066.00
MACARTHUR	BL		3501	4299	O	94619	4070.00
MACARTHUR	BL		4850	5498	E	94619	4078.00
MACARTHUR	BL		5001	5499	O	94619	4078.00
MACARTHUR	BL		5500	5598	E	94613	4078.00
MACARTHUR	BL		5600	5932	E	94605	4078.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
MACARTHUR	BL		7300	8198	E	94605	4083.00
MACARTHUR	BL		7301	8199	O	94605	4084.00
MACARTHUR	BL		6401	7299	O	94605	4086.00
MACARTHUR	BL		5841	6399	O	94605	4087.00
MACARTHUR	BL		8201	9399	O	94605	4097.00
MACARTHUR	BL		9401	10999	O	94605	4102.00
MACARTHUR	BL	W	800	1099	B	94608	4010.00
MACCALL	ST		5900	5999	B	94609	4005.00
MACCALL	ST		5700	5899	B	94609	4006.00
MADDUX	DR		9600	9799	B	94603	4090.00
MADDUX	DR		9800	9999	B	94603	4091.00
MADERA	AV		3200	3499	B	94619	4078.00
MADISON	ST		1	1199	B	94607	4033.00
MADISON	ST		1200	1899	B	94612	4034.00
MAGNOLIA	ST		2800	3602	B	94608	4015.00
MAGNOLIA	ST		2200	2799	B	94607	4016.00
MAGNOLIA	ST		1	499	B	94607	4019.00
MAGNOLIA	ST		500	1199	B	94607	4021.00
MAGNOLIA	ST		1200	1599	B	94607	4023.00
MAKIN	RD		200	299	B	94603	4090.00
MALAT	ST		4600	4699	B	94601	4073.00
MALDON	ST		6200	6299	B	94621	4088.00
MALTA	CT		1	99	B	94603	4091.00
MANDELA	PRKWY		2200	2799	B	94607	4017.00
MANDELA	PRKWY		2800	3499	B	94608	4017.00
MANDELA	PRKWY		1	699	B	94607	4019.00
MANDELA	PRKWY		800	1198	E	94607	4021.00
MANDELA	PRKWY		900	1198	E	94607	4021.00
MANDELA	PRKWY		700	899	B	94607	4022.00
MANDELA	PRKWY		901	2199	O	94607	4022.00
MANDELA	PRKWY		1200	2198	E	94607	4023.00
MANGELS	AV		3500	3699	B	94619	4070.00
MANILA	AV		5100	5599	B	94618	4003.00
MANILA	AV		3700	4199	B	94609	4012.00
MANILA	AV		4500	5099	B	94609	4012.00
MANUEL	CT		1200	1299	B	94603	4093.00
MAPLE	AV		3000	3599	B	94602	4066.00
MARIN	WY		1400	2299	B	94606	4059.00
MARION	AV		3700	3899	B	94619	4070.00
MARITIME	ST		700	3399	B	94607	4017.00
MARKET	ST		5200	6299	B	94608	4007.00
MARKET	ST		6300	6398	E	94608	4007.00
MARKET	ST		6301	6399	O	94608	4008.00
MARKET	ST		3526	5199	B	94608	4010.00
MARKET	ST		3000	3525	B	94608	4014.00
MARKET	ST		2800	2999	B	94608	4015.00
MARKET	ST		2250	2799	B	94607	4016.00
MARKET	ST		1	499	B	94607	4020.00
MARKET	ST		501	699	O	94607	4020.00
MARKET	ST		1401	2249	O	94607	4024.00
MARKET	ST		701	1399	O	94607	4025.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
MARKET	ST		500	1398	E	94607	4026.00
MARKET	ST		1400	2248	E	94607	4027.00
MARSHALL	ST		5800	6499	B	94608	4008.00
MARSHALL	ST		5500	5799	B	94608	4009.00
MARTIN	ST		500	599	B	94609	4004.00
MARTIN L KING JR	WY		5200	6199	B	94609	4007.00
MARTIN L KING JR	WY		3500	5199	B	94609	4010.00
MARTIN L KING JR	WY		2250	2298	E	94612	4013.00
MARTIN L KING JR	WY		2300	2799	B	94612	4014.00
MARTIN L KING JR	WY		2800	3499	B	94609	4014.00
MARTIN L KING JR	WY		1	499	O	94607	4020.00
MARTIN L KING JR	WY		501	1199	O	94607	4026.00
MARTIN L KING JR	WY		1201	1399	O	94612	4026.00
MARTIN L KING JR	WY		1401	1999	O	94612	4027.00
MARTIN L KING JR	WY		1400	1998	E	94612	4028.00
MARTIN L KING JR	WY		2200	2248	E	94612	4028.00
MARTIN L KING JR	WY		500	1198	E	94607	4031.00
MARTIN L KING JR	WY		1200	1398	E	94612	4031.00
MARTIN L KING JR	WY		2	498	E	94607	4032.00
MATHER	ST		200	299	B	94611	4041.00
MAYBELLE	AV		3500	3599	B	94619	4070.00
MAYBELLE	WY		3300	3443	B	94619	4070.00
MAYFIELD	PA		1	99	B	94605	4083.00
MAYWOOD	AV		2300	2399	B	94605	4085.00
MC AULEY	ST		400	499	B	94609	4004.00
MC CLARY	AV		600	699	B	94621	4090.00
MC CLURE	ST		2900	2999	B	94609	4013.00
MC CORMICK	AV		8000	8198	E	94605	4083.00
MC ELROY	ST		800	899	B	94607	4017.00
MC KILLOP	RD		2800	3399	B	94602	4064.00
MC MILLAN	ST		5500	5699	B	94618	4003.00
MEAD	AV		800	899	B	94607	4016.00
MEADOW	ST		3500	3599	B	94601	4071.00
MEDFORD	AV		9800	9999	B	94603	4093.00
MELDON	AV		4600	4799	B	94619	4078.00
MELROSE	AV		4400	5099	B	94601	4076.00
MERA	ST		3800	4199	B	94601	4071.00
MERRIMAC	ST		500	599	B	94612	4013.00
MERRIMAC	ST		600	699	B	94612	4014.00
MERRITT	AV		395	395	O	94606	4053.00
MICHIGAN	AV		7800	8199	B	94605	4083.00
MIDDLE HARBOR	RD		1201	1799	O	94607	4019.00
MIDDLE HARBOR	RD		1700	1798	E	94607	4019.00
MIDDLE HARBOR	RD		1200	1698	E	94607	4020.00
MIDVALE	AV		3400	3599	B	94602	4066.00
MIDWAY	ST		680	680	E	94626	4017.00
MILES	AV		5100	5599	B	94618	4003.00
MILLER	AV		1100	1399	B	94601	4061.00
MILLER	AV		1400	1699	B	94601	4062.00
MILLSVIEW	AV		3200	3299	B	94619	4078.00
MILTON	ST		800	899	B	94607	4016.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
MINNA	AV		2600	3199	B	94619	4070.00
MITCHELL	ST		1400	1599	B	94601	4062.00
MITCHELL	ST		2000	2199	B	94601	4062.00
MITCHELL	ST		2200	2499	B	94601	4063.00
MONTANA	ST		2500	2998	E	94602	4066.00
MONTE CRESTA	AV		1	199	B	94611	4041.00
MONTE VISTA	AV		1	299	O	94611	4040.00
MONTE VISTA	AV		300	499	B	94611	4040.00
MONTE VISTA	AV		2	298	E	94611	4041.00
MONTECITO	AV		100	299	B	94610	4037.00
MONTELL	ST		1	199	B	94611	4040.00
MONTGOMERY	ST		4100	4999	B	94611	4041.00
MONTICELLO	AV		2300	2399	B	94601	4076.00
MONTICELLO	AV		2400	2420	E	94601	4076.00
MONTICELLO	AV		2401	2599	O	94601	4076.00
MONTICELLO	AV		2601	2999	O	94619	4076.00
MONTICELLO	AV		3001	3299	O	94619	4078.00
MOORPARK	ST		700	999	B	94603	4093.00
MORAGA	AV		4400	4517	B	94611	4041.00
MORCOM	AV		3200	3599	B	94619	4078.00
MORCOM	PL		1	99	B	94619	4078.00
MORKEN	ST		6900	6999	B	94621	4086.00
MORRISON	AV		3200	3220	E	94602	4064.00
MORSE	DR		5900	6199	B	94605	4087.00
MOSS	AV		59	99	B	94610	4040.00
MOSS	AV		100	149	B	94611	4040.00
MOSS	WY		100	199	B	94611	4040.00
MUNSON	WY		1400	1599	B	94606	4059.00
MURDOCK	CT		1	99	B	94605	4087.00
MYERS	ST		10600	10999	B	94603	4102.00
MYRTLE	ST		2800	3199	B	94608	4015.00
MYRTLE	ST		2200	2799	B	94607	4016.00
MYRTLE	ST		1	499	B	94607	4020.00
MYRTLE	ST		1400	2199	B	94607	4024.00
MYRTLE	ST		500	799	B	94607	4025.00
NATTRESS	WY		10400	10499	B	94603	4092.00
NEVADA	ST		600	799	B	94603	4090.00
NEVIL	ST		3600	4199	B	94601	4071.00
NEWTON	AV		201	499	O	94606	4053.00
NEY	AV		7300	8199	B	94605	4083.00
NICOL	AV		2600	2699	B	94602	4064.00
NICOL	AV		2701	2899	O	94602	4065.00
NICOL	AV		2700	3098	E	94602	4066.00
NICOL	AV		2901	3099	O	94602	4066.00
NICOL	AV		3100	3399	B	94602	4066.00
NORGREN	ST		9700	9799	B	94603	4090.00
NORTH	ST		400	499	B	94609	4004.00
NORTH	ST		500	599	B	94609	4005.00
NOVELDA	DR		10900	11199	B	94603	4092.00
OAK	ST		1	1199	B	94607	4033.00
OAK	ST		1200	1399	B	94612	4034.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
OAKLAND	AV		200	499	B	94611	4035.00
OAKLAND	AV		501	799	O	94611	4040.00
OAKPORT	ST		4300	5499	B	94601	4073.00
OAKPORT	ST		5500	7699	B	94621	4090.00
OCCIDENTAL	ST		5700	6199	B	94608	4007.00
OCEAN	AV		1100	1249	B	94608	4008.00
OCEAN VIEW	DR		5600	5899	B	94618	4003.00
OCTAVIA	ST		2600	3399	B	94619	4070.00
OLIVE	ST		7700	8199	B	94621	4085.00
OLIVE	ST		8201	8999	O	94621	4096.00
OLIVE	ST		9001	9399	O	94603	4096.00
OLIVE	ST		8200	8998	E	94621	4097.00
OLIVE	ST		9000	9398	E	94603	4097.00
OLIVE	ST		9400	9999	B	94603	4103.00
OLMSTEAD	ST		6600	6899	B	94621	4088.00
OPAL	ST		3800	4199	B	94609	4012.00
ORANGE	ST		100	499	B	94610	4035.00
ORCHID	ST		3300	3399	B	94601	4065.00
ORRAL	ST		7000	7299	B	94621	4086.00
OSCAR	AV		9300	9499	B	94603	4090.00
OUTLOOK	AV		7300	7999	B	94605	4083.00
OVER	ST		3300	3399	B	94619	4070.00
OVERDALE	AV		6150	6198	E	94605	4083.00
PACIFIC	ST		1600	2299	B	94607	4019.00
PALMER	AV		3200	3299	B	94602	4057.00
PALMETTO	ST		2400	2499	B	94602	4066.00
PANAMA	CT		3900	4099	B	94611	4041.00
PARDEE	DR		8400	8599	B	94621	4090.00
PARK	BL		1800	1899	B	94606	4053.00
PARK	BL		1901	1999	O	94606	4053.00
PARK	BL		1900	1998	E	94606	4054.00
PARK	BL		2000	2698	E	94606	4055.00
PARK	BL		2700	2798	E	94606	4056.00
PARK	BL		2800	3498	E	94610	4056.00
PARK	WY		700	999	B	94606	4060.00
PARK VIEW	TR		200	399	B	94610	4037.00
PARKER	AV		2800	3099	B	94605	4083.00
PARKER	AV		2500	2799	B	94605	4084.00
PARKER	AV		2400	2499	B	94605	4085.00
PARTRIDGE	AV		2800	3199	B	94605	4083.00
PARTRIDGE	AV		3201	3499	O	94605	4083.00
PATRICIA	CT		10400	10499	B	94603	4092.00
PAXTON	AV		3300	3499	B	94601	4065.00
PEABODY	LN		1100	1249	B	94608	4008.00
PEACH	ST		9200	9399	B	94603	4097.00
PEACH	ST		9400	9799	B	94603	4102.00
PEARL	ST		1	149	B	94611	4035.00
PEARL	ST		150	199	B	94611	4035.00
PEARMAIN	ST		9800	10899	B	94603	4093.00
PENDLETON	WY		400	499	B	94621	4090.00
PENNIMAN	AV		3400	3499	B	94602	4066.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
PENNIMAN	AV		3500	4199	B	94619	4070.00
PENNIMAN	CT		4000	4199	B	94619	4070.00
PENNIMAN	AV		4400	4699	B	94619	4076.00
PERALTA	ST		2800	3598	E	94608	4015.00
PERALTA	ST		2200	2798	E	94607	4016.00
PERALTA	ST		1401	2799	O	94607	4017.00
PERALTA	ST		2801	3605	O	94608	4017.00
PERALTA	ST		701	1399	O	94607	4018.00
PERALTA	ST		300	699	B	94607	4019.00
PERALTA	ST		700	2198	E	94607	4022.00
PERKINS	ST		453	549	O	94610	4034.00
PERKINS	ST		100	199	B	94610	4035.00
PERKINS	ST		400	451	B	94610	4037.00
PERKINS	ST		401	451	O	94610	4037.00
PERKINS	ST		452	548	E	94610	4037.00
PEROLY	CT		1	99	B	94601	4063.00
PERRY	PL		150	199	B	94610	4035.00
PETERSON	ST		1	799	B	94601	4061.00
PHELPS	ST		400	499	B	94603	4090.00
PIEDMONT	AV		3300	3749	B	94611	4035.00
PIEDMONT	AV		3750	3999	B	94611	4040.00
PIEDMONT	AV		4000	5099	B	94611	4041.00
PIERSON	ST		3300	3599	B	94619	4078.00
PINE	ST		700	1199	B	94607	4017.00
PINE	ST		300	699	B	94607	4019.00
PIPPIN	ST		9800	10899	B	94603	4093.00
PLEASANT	ST		2400	2599	B	94602	4064.00
PLEASANT	ST		2600	2799	B	94602	4066.00
PLEASANT VALLEY	AV		1700	2599	B	94611	4041.00
PLEASANT VALLEY	CT	N	4301	4599	O	94611	4041.00
PLEASANT VALLEY	CT	S	4300	4598	E	94611	4041.00
PLEITNER	AV		3000	3299	B	94602	4066.00
PLYMOUTH	ST		7800	8199	B	94621	4085.00
PLYMOUTH	ST		8200	8999	B	94621	4096.00
PLYMOUTH	ST		9000	9399	B	94603	4096.00
PLYMOUTH	ST		9400	9999	B	94603	4103.00
PLYMOUTH	ST		10000	10499	B	94603	4104.00
POIRIER	ST		600	699	B	94609	4005.00
PONTIAC	ST		10400	10699	B	94603	4093.00
POPLAR	ST		2800	2999	B	94608	4015.00
POPLAR	ST		2200	2799	B	94607	4016.00
POPLAR	ST		1	699	B	94607	4019.00
POPLAR	CT		700	999	B	94607	4021.00
POPLAR	ST		700	1198	E	94607	4021.00
POPLAR	ST		701	1399	O	94607	4021.00
POPLAR	ST		1200	1398	E	94607	4023.00
POPLAR	ST		1400	2199	B	94607	4023.00
PORTER	ST		4000	4299	B	94619	4070.00
PORTWOOD	AV		800	999	B	94601	4061.00
POTTER	ST		2400	2499	B	94601	4076.00
POWELL	ST		1100	1230	E	94608	4008.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
POWELL	ST		1249	1249	O	94608	4008.00
PRENTISS	PL		2600	3299	B	94601	4065.00
PRINCETON	ST		5300	5399	B	94601	4074.00
PRINCETON	ST		5400	5499	B	94601	4075.00
PRUNE	ST		700	899	B	94603	4093.00
PUEBLO	DR		10800	10899	B	94603	4092.00
QUIGLEY	LN		3400	3499	B	94602	4066.00
QUIGLEY	PL		4200	4299	B	94619	4070.00
QUIGLEY	ST		3500	4049	B	94619	4070.00
RACINE	ST		5900	6399	B	94609	4005.00
RACINE	ST		5800	5899	B	94609	4006.00
RAILROAD	AV		8500	8799	B	94621	4090.00
RAMONA	AV		1	79	B	94611	4041.00
RANDOLPH	AV		3200	3399	B	94602	4057.00
RANDWICK	AV		1	199	B	94611	4035.00
RANSOM	AV		2100	2499	B	94601	4071.00
RAYMOND	ST		6400	6599	B	94609	4005.00
READE	RD		4800	4999	B	94601	4073.00
REDDING	ST		3500	4299	B	94619	4070.00
REDDING	PL		1	99	B	94619	4078.00
REDDING	ST		4400	4799	B	94619	4078.00
REDONDO	AV		5200	5299	B	94618	4003.00
REGENT	ST		6400	6699	B	94618	4004.00
RENWICK	ST		2400	2599	B	94601	4076.00
RENWICK	ST		2600	2799	B	94619	4076.00
REPOSO	DR		10900	10999	B	94603	4092.00
RHODA	AV		3400	3499	B	94602	4066.00
RICH	ST		400	499	B	94609	4011.00
RICHMOND	AV		2800	2899	B	94611	4035.00
RICHMOND	BL		3000	3799	B	94611	4035.00
RIDGEWAY	AV		100	299	B	94611	4041.00
RIO VISTA	AV		1	199	B	94611	4040.00
RITCHIE	ST		2800	2999	B	94605	4083.00
RITCHIE	ST		2500	2799	B	94605	4084.00
RITCHIE	ST		2400	2499	B	94605	4085.00
ROBLEDO	DR		10900	11199	B	94603	4092.00
ROBLEY	TR		3900	3999	B	94611	4040.00
RONADA	AV		1	71	O	94611	4041.00
ROSE	AV		901	1199	O	94611	4041.00
ROSEDALE	AV		1900	2399	B	94601	4071.00
ROSEDALE	AV		1500	1899	B	94601	4072.00
ROSSMOOR	AV		400	499	B	94603	4090.00
ROSSMOOR	CT		1	99	B	94603	4090.00
ROYAL	ST		900	999	B	94603	4093.00
ROYAL ANN	ST		10200	10699	B	94603	4093.00
RUBY	ST		3700	3999	B	94609	4011.00
RUDSDALE	ST		6900	7299	B	94621	4088.00
RUDSDALE	ST		7300	8099	B	94621	4089.00
RUDSDALE	ST		8100	8198	E	94621	4089.00
RUDSDALE	ST		8101	8199	O	94621	4095.00
RUSSET	ST		10501	10999	O	94603	4093.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
RUTHERFORD	ST		2000	2099	B	94601	4062.00
SALEM	ST		6400	6499	B	94608	4008.00
SALISBURY	ST		3400	3499	B	94601	4065.00
SAN ANTONIO	WY		1500	2299	B	94606	4059.00
SAN CARLOS	AV		4300	4699	B	94601	4076.00
SAN JUAN	ST		3700	4099	B	94601	4071.00
SAN LEANDRO	ST		3200	4299	B	94601	4061.00
SAN LEANDRO	ST		4300	5499	B	94601	4073.00
SAN LEANDRO	ST		5500	5899	B	94621	4073.00
SAN LEANDRO	ST		5900	6899	B	94621	4088.00
SAN LEANDRO	ST		6900	7498	E	94621	4088.00
SAN LEANDRO	ST		6901	7299	O	94621	4088.00
SAN LEANDRO	ST		7301	7699	O	94621	4089.00
SAN LEANDRO	ST		7500	7698	E	94621	4089.00
SAN LEANDRO	ST		7700	8099	B	94621	4089.00
SAN LEANDRO	ST		9800	11099	B	94603	4093.00
SAN LEANDRO	ST		8500	8999	B	94621	4094.00
SAN LEANDRO	ST		9000	9799	B	94603	4094.00
SAN LEANDRO	ST		8100	8499	B	94621	4095.00
SAN PABLO	AV		5800	6799	B	94608	4008.00
SAN PABLO	AV		4900	5798	E	94608	4009.00
SAN PABLO	AV		5301	5799	O	94608	4009.00
SAN PABLO	AV		2250	2798	E	94612	4014.00
SAN PABLO	AV		2800	3598	E	94608	4014.00
SAN PABLO	AV		2801	3603	O	94608	4015.00
SAN PABLO	AV		2251	2799	O	94612	4016.00
SAN PABLO	AV		2001	2099	O	94612	4027.00
SAN PABLO	AV		2100	2249	B	94612	4027.00
SAN PABLO	AV		1400	1999	B	94612	4028.00
SAN PABLO	AV		2000	2098	E	94612	4028.00
SANTA CLARA	AV		50	99	B	94610	4035.00
SANTA RITA	ST		2100	4299	B	94601	4071.00
SAUSAL	ST		1751	1807	O	94602	4064.00
SCHOOL	ST		2600	2699	B	94602	4064.00
SCHOOL	ST		2700	3499	B	94602	4066.00
SCHYLER	ST		2900	2999	B	94602	4066.00
SCOVILLE	ST		5500	5699	B	94621	4075.00
SEMINARY	AV		1101	1399	O	94621	4073.00
SEMINARY	AV		1401	2199	O	94621	4075.00
SEMINARY	AV		2201	2599	O	94605	4075.00
SEMINARY	CT		5800	5899	B	94605	4075.00
SEMINARY	AV		3301	3699	O	94605	4078.00
SEMINARY	AV		5900	6298	E	94605	4078.00
SEMINARY	AV		6201	6299	O	94605	4083.00
SEMINARY	AV		1400	2198	E	94621	4087.00
SEMINARY	AV		2200	3098	E	94605	4087.00
SEMINARY	AV		1100	1398	E	94621	4088.00
SEXTUS	RD		200	299	B	94603	4090.00
SHAFTER	AV		5100	5699	B	94618	4003.00
SHAFTER	AV		3700	5099	B	94609	4012.00
SHATTUCK	AV		5200	5399	B	94609	4003.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
SHATTUCK	AV		5900	6699	B	94609	4005.00
SHATTUCK	AV		5400	5899	B	94609	4006.00
SHATTUCK	AV		4400	5199	B	94609	4011.00
SHEFFIELD	AV		2900	3260	B	94602	4064.00
SHEFFIELD	AV		3261	3405	O	94602	4064.00
SHONE	AV		3301	3799	O	94605	4083.00
SHONE	AV		3700	4099	B	94605	4083.00
SHOREY	ST		1800	1899	B	94607	4017.00
SHORT	ST		2600	2999	B	94619	4070.00
SIMMONS	ST		3300	3599	B	94619	4078.00
SNELL	ST		6900	7499	B	94621	4088.00
SNELL	ST		7500	7699	B	94621	4089.00
SOLANO	WY		1400	2215	B	94606	4060.00
SONOMA	WY		1400	2299	B	94606	4059.00
SPENCER	ST		6900	7299	B	94621	4088.00
SPENCER	ST		7300	7699	B	94621	4089.00
SPRINGFIELD	ST		9800	9899	B	94603	4102.00
ST ELMO	DR		9800	9999	B	94603	4091.00
STANFORD	AV		800	949	B	94608	4007.00
STANFORD	AV		950	1246	E	94608	4008.00
STANFORD	AV		951	1239	O	94608	4009.00
STANLEY	PL		1	99	B	94611	4035.00
STAR	AV		3200	3299	B	94619	4070.00
STATEN	AV		400	499	B	94610	4037.00
STERLING	DR		7500	7799	B	94605	4083.00
STERLING	DR		7800	7998	E	94605	4083.00
STERLING	DR		7801	8199	O	94605	4083.00
STONE	ST		700	899	B	94603	4093.00
STONEFORD	AV		300	599	B	94603	4091.00
STORER	AV		3200	3599	B	94619	4078.00
STOW	AV		400	499	B	94606	4053.00
STUART	ST		3100	3399	B	94602	4057.00
SUMMIT	ST		2800	3199	B	94609	4013.00
SUNKIST	DR		6800	7999	B	94605	4083.00
SUNKIST	DR		8001	8199	O	94605	4083.00
SUNNYMERE	AV		6200	7099	B	94605	4083.00
SUNNYSIDE	ST		9000	9399	B	94603	4097.00
SUNNYSIDE	ST		9400	9999	B	94603	4103.00
SUNNYSIDE	ST		10000	10999	B	94603	4104.00
SUNSET	AV		2600	2899	B	94601	4065.00
SUNSHINE	CT		1400	1699	B	94621	4085.00
SURRYHNE	ST		3200	3399	B	94608	4017.00
SUTER	ST		3000	3499	B	94602	4066.00
SUTER	ST		3500	4299	B	94619	4070.00
SYCAMORE	ST		500	599	B	94612	4013.00
SYCAMORE	ST		600	899	B	94612	4014.00
TAFT	AV		5400	5899	B	94618	4003.00
TARTARIAN	ST		700	799	B	94603	4093.00
TELEGRAPH	AV		5100	5598	E	94609	4003.00
TELEGRAPH	AV		5201	5599	O	94609	4003.00
TELEGRAPH	AV		5600	6398	E	94609	4004.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
TELEGRAPH	AV		6400	6698	E	94609	4004.00
TELEGRAPH	AV		5901	6299	O	94609	4005.00
TELEGRAPH	AV		6301	6699	O	94609	4005.00
TELEGRAPH	AV		5601	5899	O	94609	4006.00
TELEGRAPH	AV		3500	3998	E	94609	4011.00
TELEGRAPH	AV		3601	3999	O	94609	4011.00
TELEGRAPH	AV		4000	5099	B	94609	4011.00
TELEGRAPH	AV		5101	5199	O	94609	4011.00
TELEGRAPH	AV		2250	2799	B	94612	4013.00
TELEGRAPH	AV		2800	3499	B	94609	4013.00
TELEGRAPH	AV		3501	3599	O	94609	4013.00
TELEGRAPH	AV		1400	2249	B	94612	4028.00
TERMINAL	ST		600	600	E	94607	4017.00
TERRACE	ST		4100	4399	B	94611	4041.00
TEVIS	ST		5800	5899	B	94621	4073.00
TEVIS	ST		5900	6299	B	94621	4088.00
TEXAS	ST		3000	3199	B	94602	4066.00
THOMPSON	ST		4500	4699	B	94601	4076.00
TIDEWATER	AV		4300	4999	B	94601	4073.00
TOLER	AV		9800	9899	B	94603	4102.00
TOPANGA	DR		10500	10699	B	94603	4092.00
TRASK	ST		5500	5899	B	94605	4075.00
TRASK	ST		5001	5499	O	94601	4076.00
TREMONT	ST		6500	6699	B	94609	4005.00
TULLY	PL		3000	3299	B	94605	4083.00
TUNIS	RD		100	299	B	94603	4090.00
TYLER	ST		600	799	B	94603	4090.00
TYRRELL	ST		4600	4699	B	94601	4076.00
UNDERWOOD	AV		5300	5399	B	94613	4078.00
UNION	ST		2800	3399	B	94608	4015.00
UNION	ST		2200	2799	B	94607	4016.00
UNION	ST		1	499	B	94607	4019.00
UNION	ST		500	1199	B	94607	4021.00
UNION	ST		1200	2199	B	94607	4023.00
UTAH	ST		8001	8199	O	94605	4083.00
VALDEZ	ST		2300	2499	B	94612	4035.00
VALDEZ	ST		2601	2699	O	94612	4035.00
VALE	AV		3300	3399	B	94619	4070.00
VALENTINE	ST		7500	7699	B	94605	4083.00
VALLECITO	PL		2700	2899	B	94606	4057.00
VALLEJO	ST		5800	6398	E	94608	4008.00
VALLEJO	ST		5500	5798	E	94608	4009.00
VALLEY	ST		2250	2399	B	94612	4013.00
VALLEY	ST		2149	2149	O	94612	4028.00
VALLEY	ST		2200	2249	B	94612	4028.00
VAN BUREN	AV		250	349	B	94610	4037.00
VAN BUREN	AV		351	499	O	94610	4037.00
VAN BUREN	AV		501	599	O	94610	4037.00
VAN MOURIK	AV		3900	4099	B	94605	4083.00
VERNON	ST		1	249	O	94610	4035.00
VERNON	ST		251	449	O	94610	4035.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
VERNON	TR		150	199	B	94610	4035.00
VERNON	ST		2	248	E	94610	4037.00
VICENTE	WY		5400	5599	B	94609	4003.00
VICENTE	ST		5600	5799	B	94609	4004.00
VICKSBURG	AV		1700	1899	B	94601	4074.00
VICKSBURG	AV		1900	2399	B	94601	4076.00
VICTORY	CT		1	49	B	94607	4033.00
VIEW	PL		4400	4499	B	94611	4041.00
VIEW	ST		4300	4439	B	94611	4041.00
VIOLA	ST		2600	2999	B	94619	4070.00
VIOLA	ST		3200	3399	B	94619	4070.00
VIRGINIA	AV		4301	4999	O	94619	4076.00
VIRGINIA	AV		4300	4998	E	94619	4078.00
VOLTAIRE	AV		9900	10999	B	94603	4102.00
WADEAN	PL		5400	5499	B	94601	4074.00
WAKEFIELD	AV		2500	2699	B	94606	4058.00
WALLACE	ST		2400	2699	B	94606	4058.00
WALNUT	ST		3900	4299	B	94619	4070.00
WALNUT	ST		4300	4899	B	94619	4076.00
WALNUT	ST		9000	9399	B	94603	4096.00
WALNUT	ST		9400	9999	B	94603	4103.00
WALNUT	ST		10000	10499	B	94603	4104.00
WALTER	AV		9200	9799	B	94603	4090.00
WARD	LN		3100	3199	B	94602	4066.00
WARNER	AV		2200	2499	B	94603	4102.00
WARNER	AV		1900	2099	B	94603	4103.00
WARREN	AV		1	199	B	94611	4035.00
WASHINGTON	ST		500	1199	B	94607	4031.00
WASHINGTON	ST		1	499	B	94607	4032.00
WATTLING	ST		3800	4299	B	94601	4061.00
WATTS	ST		3600	3617	B	94608	4017.00
WAVERLY	ST		2300	2399	B	94612	4035.00
WAYNE	AV		200	499	B	94606	4053.00
WAYNE	PL		300	399	B	94606	4053.00
WEBSTER	ST		3501	5099	O	94609	4011.00
WEBSTER	ST		3500	5098	E	94609	4012.00
WEBSTER	ST		2700	2799	B	94612	4013.00
WEBSTER	ST		2800	3499	B	94609	4013.00
WEBSTER	ST		1400	2099	B	94612	4029.00
WEBSTER	ST		2100	2216	E	94612	4029.00
WEBSTER	ST		2101	2213	O	94612	4029.00
WEBSTER	ST		500	1199	B	94607	4030.00
WEBSTER	ST		1200	1399	B	94612	4030.00
WEBSTER	ST		1	499	B	94607	4032.00
WEBSTER	ST		2215	2699	O	94612	4035.00
WEBSTER	ST		2218	2698	E	94612	4035.00
WELD	ST		7300	7899	B	94621	4085.00
WELD	ST		6900	7299	B	94621	4086.00
WENTWORTH	AV		5200	5399	B	94601	4074.00
WENTWORTH	AV		5400	5499	B	94601	4075.00
WESLEY	AV		400	499	B	94606	4053.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
WEST	ST		5200	5299	B	94608	4007.00
WEST	ST		3526	5199	B	94608	4010.00
WEST	ST		2500	2799	B	94612	4014.00
WEST	ST		2800	3425	B	94608	4014.00
WEST	ST		2250	2499	B	94612	4016.00
WEST	ST		1100	1199	B	94607	4026.00
WEST	ST		1200	1399	B	94612	4026.00
WEST	ST		1400	2249	B	94612	4027.00
WESTALL	AV		1	199	B	94611	4035.00
WHEELER	ST		6500	6599	B	94609	4005.00
WHITMORE	PL		1	49	B	94611	4041.00
WHITMORE	ST		200	299	B	94611	4041.00
WHITNEY	ST		5900	5999	B	94609	4005.00
WHITNEY	ST		6500	6699	B	94609	4005.00
WILDA	AV		3900	3999	B	94611	4040.00
WILLIAM	ST		500	699	B	94612	4028.00
WILLOW	ST		1400	2799	B	94607	4017.00
WILLOW	ST		700	1399	B	94607	4018.00
WILLOW	ST		200	699	B	94607	4019.00
WILSON	AV		3400	3499	B	94602	4066.00
WILSON	PL		3300	3399	B	94602	4066.00
WINTHROPE	ST		7800	8099	B	94605	4083.00
WISTAR	RD		200	299	B	94603	4090.00
WOOD	ST		701	1399	O	94607	4017.00
WOOD	ST		1400	2799	B	94607	4017.00
WOOD	ST		2800	3699	B	94608	4017.00
WOOD	ST		700	1398	E	94607	4018.00
WOOD	ST		300	699	B	94607	4019.00
WOODBINE	AV		2000	2199	B	94602	4064.00
WORTH	ST		400	499	B	94603	4090.00
WRIGHT	ST		100	199	B	94614	4090.00
WYMAN	PL		1	99	B	94619	4078.00
WYMAN	ST		3200	3499	B	94619	4078.00
YERBA BUENA	AV		900	1099	B	94608	4010.00
YERBA BUENA	AV		1380	1599	B	94608	4017.00
YGNACIO	AV		4400	5499	B	94601	4076.00
YOSEMITE	AV		1	99	B	94611	4040.00
PRESERVATION PARI	WY		1200	1299	B	94612	4026.00
EASTMONT	ML		1	299	B	94605	4086.00
WATER	ST		400	599	B	94607	4032.00
INTERNATIONAL	BL		100	498	E	94606	4053.00
INTERNATIONAL	BL		500	1298	E	94606	4054.00
INTERNATIONAL	BL		1300	2298	E	94606	4059.00
INTERNATIONAL	BL		101	2299	O	94606	4060.00
INTERNATIONAL	BL		2301	4299	O	94601	4061.00
INTERNATIONAL	BL		2300	3198	E	94601	4062.00
INTERNATIONAL	BL		3200	4298	E	94601	4072.00
INTERNATIONAL	BL		4301	5499	O	94601	4073.00
INTERNATIONAL	BL		5501	5899	O	94621	4073.00
INTERNATIONAL	BL		4300	5498	E	94601	4074.00
INTERNATIONAL	BL		5500	5898	E	94621	4075.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
INTERNATIONAL	BL		7300	8198	E	94621	4085.00
INTERNATIONAL	BL		6650	7298	E	94621	4086.00
INTERNATIONAL	BL		5900	6648	E	94621	4087.00
INTERNATIONAL	BL		5901	7299	O	94621	4088.00
INTERNATIONAL	BL		7301	8199	O	94621	4089.00
INTERNATIONAL	BL		9801	10699	O	94603	4093.00
INTERNATIONAL	BL		8901	8999	O	94621	4094.00
INTERNATIONAL	BL		9001	9799	O	94603	4094.00
INTERNATIONAL	BL		8201	8899	O	94621	4095.00
INTERNATIONAL	BL		8200	8998	E	94621	4096.00
INTERNATIONAL	BL		9000	9398	E	94603	4096.00
INTERNATIONAL	BL		9400	9998	E	94603	4103.00
INTERNATIONAL	BL		10000	10998	E	94603	4104.00

EXHIBIT C TO EXHIBIT 37.6
TO
GROUND LEASE
FOR
[CENTRAL GATEWAY OR EAST GATEWAY, AS APPLICABLE]

CEQA STANDARD CONDITIONS OF APPROVAL AND MITIGATION MONITORING AND REPORTING PROGRAM

[See Attached]

[Note: The document attached is the form of CEQA Standard Conditions of Approval and Mitigation Monitoring and Reporting Program attached to the City Council and ORSA resolutions authorizing the project approvals (Attachment C to June 12, 2012 Agenda Report). In the event the City makes any conforming, technical corrections to the attached form consistent with such project approvals, the City shall replace the current attachment with the corrected attachment.]

STANDARD CONDITIONS OF APPROVAL AND MITIGATION MONITORING AND REPORTING PROGRAM

This Standard Conditions of Approval and Mitigation Monitoring and Reporting Program (SCA/MMRP) is based on the Initial Study/Addendum (IS/A) prepared for the 2012 OARB Project. This SCA/MMRP is in compliance with Section 15097 of the CEQA Guidelines, which requires that the Lead Agency "adopt a program for monitoring or reporting on the revisions which it has required in the project and the measures it has imposed to mitigate or avoid significant environmental effects." The SCA/MMRP lists mitigation measures recommended in the IS/A and identifies mitigation monitoring requirements, as well as the City's Standard Conditions of Approval identified in the IS/A as measures that would minimize potential adverse effects that could result from implementation of the project, to ensure the conditions are implemented and monitored. In addition, "recommended measures", not required by CEQA are also included in this SCA/MMRP.[1]

All mitigation measures, Standard Conditions of Approval, and recommended measures identified in the 2012 OARB IS/A are included herein. To the extent that there is any inconsistency between the SCA and Mitigation Measures, the more restrictive conditions shall govern; to the extent any mitigation measures, recommended measures and/or Standard Conditions of Approval identified in the 2012 OARB IS/A were inadvertently omitted, they are automatically incorporated herein by reference.

Mitigation measures from the 2002 EIR that are applicable to the 2012 OARB Project retain the same numbering; each new mitigation measures is numbered according to the section of the IS/A from which it is derived. For example, Mitigation Measure 3.16-1 is the first new mitigation measure identified in the Section 3.16 Traffic and Transportation of the IS/A. The Standard Conditions are identified with the prefix SCA- followed by an abbreviation of the environmental topic to which is applies (e.g., SCA AES-1 is the first SCA relating to aesthetic impacts).

- The first column indicates the environmental impact as identified in the 2002 EIR and the 2012 IS/A;
- The second column identifies the Standard Condition of Approval (SCA), mitigation measure (MM) or recommended measure applicable to that impact in the 2002 EIR and the 2012 IS/A;
- The third column identifies the monitoring schedule or timing applicable to the 2012 Project; and
- The fourth column names the party responsible for monitoring the required action for the 2012 Project.[2]

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[1] There may be differences between Appendix J: 2012 Mitigation and Monitoring Program Roadmap ("Roadmap") of the IS/A, whose purpose is to show the differences between mitigation measures, Standard Conditions of Approval, and recommended measures from the 2002 EIR and those from the 2012 OARB Project IS/A, and this SCA/MMRP. Any differences between the Roadmap and this SCA/MMRP represent inadvertent omissions; the Roadmap was provided for informational purposes only.

[2] At various places throughout the IS/A, Mitigation Measures and Standard Conditions of Approval indicate that the project sponsor, project applicant, developer, City and/or Port are responsible for implementation. Regardless of such, the City within its jurisdiction and the Port within its jurisdiction are responsible for implementing the Mitigation Measures and/or Standard Conditions of Approval. Where both the City and Port jurisdictions are involved, both entities are responsible. The Port will impose the City of Oakland SCA where the 2012 Project requires building and electrical permits, which apply to most projects at the Port. The Port Engineering Department shall review as appropriate any mitigations and SCAs for components of the Project that occur within the Port's jurisdiction.

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
Aesthetics, Wind and Shadows			
1. Would the project create a new source of substantial light or glare which would adversely affect daytime or nighttime views in the area?	**SCA-AES-1: Lighting Plan:** The proposed lighting fixtures shall be adequately shielded to a point below the light bulb and reflector and that prevent unnecessary glare onto adjacent properties. Plans shall be submitted to the Planning and Zoning Division and the Electrical Services Division of the Public Works Agency for review and approval. All lighting shall be architecturally integrated into the site.	Prior to the issuance of an electrical or building permit.	City/Port
	Mitigation 4.11-1: New lighting shall be designed to minimize off-site light spillage; "stadium" style lighting shall be prohibited. Modern security lighting is available that directs light toward a specific site, and substantially reduces spillage of light onto adjacent properties. The City shall require the use of such directional lighting as a condition of approval for redevelopment projects throughout the project area. In no case shall the City allow the use of stadium-style lighting, which directs light outward across a broad area.	Prior to the issuance of an electrical or building permit.	City/Port
2. Would the project introduce structures or landscape that would now or in the future cast substantial shadow on existing solar collectors (in conflict with California Public Resources Code §§ 25980-25986), photovoltaic cells, or impair the function of a building using passive solar heat collection?	**Mitigation 4.11-3:** New active or passive solar systems within or adjacent to the project area shall be set back from the property line a minimum of 25 feet. Through design review, the City shall ensure that proposed solar systems are not located in a manner that would unduly restrict design of future development. Such conflicts are to be resolved in design review. If the proposed solar system cannot be designed to accommodate adjacent actions, it shall be disallowed.	Prior to the issuance of an electrical or building permit.	City/Port
	Mitigation 4.11-4: New construction within the Gateway development area adjacent to a parcel containing permitted or existing active or passive solar systems shall demonstrate through design review that the proposed structures shall not substantially impair operation of existing solar systems. Through design review, the City shall ensure that the effectiveness an operation of existing or permitted active or passive solar systems shall not be substantially impaired. The design of the subsequent proposed structures shall be modified so as not to have such an adverse effect.	Prior to the issuance of an electrical or building permit.	City
	Mitigation 4.11-5: The City and Port shall coordinate with respect to the design of new, permanent buildings constructed along the Port/Gateway boundary to minimize conflicts over solar access. The City and Port shall coordinate with one another regarding design of subsequent redevelopment activities within their respective jurisdictions that may affect operation of solar installations in the other's jurisdiction.	Prior to the issuance of an electrical or building permit.	City/Port
3. Would the project cast shadow that substantially impairs the beneficial use of any public or quasi-public park, lawn, garden, or open space?	**Mitigation 4.11-6:** New construction adjacent to a public park or open space shall demonstrate through design review that development shall not substantially impair enjoyment of the public utilizing the space. Through design review, the City shall ensure that new building or landscaping shall not shade existing or proposed parks or open spaces in a manner that would make these public spaces	Prior to the issuance of a building permit	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	substantially less useful or enjoyable to the public. The City may require specific building placement, tiered roofs, or other means of reducing shadow effects on public opens spaces. It is not the intent of this measure to completely eliminate shade in these areas, but to reduce shade to the maximum extent feasible.		
Air Quality			
1. Would the project conflict with or obstruct implementation of the applicable air quality plan?	**SCA AIR-2: Construction-Related Air Pollution Controls (Dust and Equipment Emissions):** During construction, the project applicant shall require the construction contractor to implement all of the following applicable measures recommended by the Bay Area Air Quality Management District (BAAQMD): a) Water all exposed surfaces of active construction areas at least twice daily (using reclaimed water if possible). Watering should be sufficient to prevent airborne dust from leaving the site. Increased watering frequency may be necessary whenever wind speeds exceed 15 miles per hour. Reclaimed water should be used whenever possible. b) Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two feet of freeboard (i.e., the minimum required space between the top of the load and the top of the trailer). c) All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. d) Pave all roadways, driveways, sidewalks, etc. as soon as feasible. In addition, building pads should be laid as soon as possible after grading unless seeding or soil binders are used. e) Enclose, cover, water twice daily or apply (non-toxic) soil stabilizers to exposed stockpiles (dirt, sand, etc.). f) Limit vehicle speeds on unpaved roads to 15 miles per hour. g) Idling times on all diesel-fueled commercial vehicles over 10,000 lbs. shall be minimized either by shutting equipment off when not is use or reducing the maximum idling time to five minutes (as required by Title 13, Section 2485, of the California Code of Regulations. Clear signage to this effect shall be provided for construction workers at all access points. h) Idling times on all diesel-fueled off-road vehicles over 25 horsepower shall be shall be minimized either by shutting equipment off when not is use or reducing the maximum idling time to five minutes and fleet operators must develop a written idling policy (as required by Title 13, Section 2449 of the California Code of Regulations.) i) All construction equipment shall be maintained and properly tuned in accordance with the manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation. j) Post a publicly visible sign that includes the contractor's name and telephone number to contact regarding dust complaints. When contacted, the contractor shall respond and take corrective action within 48 hours. The telephone numbers of contacts at the City and the BAAQMD shall also be visible. This information may be posted on other required on-site signage.	Ongoing throughout demolition, grading, and/or construction	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	k) All exposed surfaces shall be watered at a frequency adequate to maintain minimum soil moisture of 12 percent. Moisture content can be verified by lab samples or moisture probe. l) All excavation, grading, and demolition activities shall be suspended when average wind speeds exceed 20 mph. m) Install sandbags or other erosion control measures to prevent silt runoff to public roadways. n) Hydroseed or apply (non-toxic) soil stabilizers to inactive construction areas (previously graded areas inactive for one month or more). o) Designate a person or persons to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust offsite. Their duties shall include holidays and weekend periods when work may not be in progress. p) Install appropriate wind breaks (e.g., trees, fences) on the windward side(s) of actively disturbed areas of the construction site to minimize wind blown dust. Wind breaks must have a maximum 50 percent air porosity. q) Vegetative ground cover (e.g., fast-germinating native grass seed) shall be planted in disturbed areas as soon as possible and watered appropriately until vegetation is established. r) The simultaneous occurrence of excavation, grading, and ground-disturbing construction activities on the same area at any one time shall be limited. Activities shall be phased to reduce the amount of disturbed surfaces at any one time. s) All trucks and equipment, including tires, shall be washed off prior to leaving the site. t) Site accesses to a distance of 100 feet from the paved road shall be treated with a 6 to 12 inch compacted layer of wood chips, mulch, or gravel. u) All equipment to be used on the construction site and subject to the requirements of Title 13, Section 2449 of the California Code of Regulations ("California Air Resources Board Off-Road Diesel Regulations") must meet Emissions and Performance Requirements one year in advance of any fleet deadlines. The project applicant shall provide written documentation that the fleet requirements have been met. v) Use low VOC (i.e., ROG) coatings beyond the local requirements (i.e., BAAQMD Regulation 8, Rule 3: Architectural Coatings).		
	Mitigation 4.4-3: The Port shall develop and implement a criteria pollutant reduction program aimed at reducing or off-setting Port-related emissions in West Oakland from its maritime and rail operations to less than significant levels, consistent with applicable federal, state and local air quality standards. The program shall be sufficiently funded to strive to reduce emissions from redevelopment related contributors to local West Oakland air quality, and shall continually reexamine potential reductions toward achieving less than significant impacts as new technologies emerge. The adopted program shall define measurable reductions within specific time periods. This program shall be periodically reviewed and updated every one to three years, corresponding to regular updates of the CAP. The review and update shall include, and not be limited to, an assessment of any potential new strategies, a reassessment of funding requirements, technical	Prior to starting operations	Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	feasibility, and cost benefit assumptions. Periodic updates shall be submitted to the City/Port Liaison Committee or its equivalent. The pollutant reduction program shall give priority to emission reduction strategies that address PM_{10} emissions, but shall also provide for reductions in NO_x and ROG emissions. The emission reduction program shall include a list of potential emission reduction strategies. Strategies that shall be included in the program and implemented over the buildout period include: • The Port shall expand its existing cargo handling equipment re-powering and retrofitting program (part of the Berths 55-58 Project air quality mitigation program) to include marine and rail terminal yard equipment added or relocated as part of redevelopment build-out. • The Port shall extend its grant program (part of the Berths 55-58 Project air quality mitigation program) to provide financial incentives to tugboat operators at New Berth 21 and other Port facilities to implement emission reduction control measures or to replace tugboat engines to low NOx technology. • The Port shall require rail terminal operators to use switch engines at the New Intermodal Facility that comply with federal air emission regulations for diesel operated locomotives as set forth in federal air regulations. In addition, the rail terminal operator and the Port are to exchange information with the goal of investigating options to accelerate compliance with Tier 0, 1 and 2 requirements of the federal regulations. • The Port shall not preclude in its design of the New Intermodal Facility the installation of an alternative fueling station and shall to the extent feasible accommodate such a fueling station. • The Port shall encourage ships to implement source control technologies when in the port area (such as reduced hoteling). Other strategies to be included in the Port criteria pollutant reduction program when technically and economically feasible, include: • Inclusion of an alternative fueling facility at the New Intermodal Facility.		
	Mitigation 4.4-4: The City and the Port shall jointly create, maintain and fund on a fair share basis, a truck diesel emission reduction program. The program shall be sufficiently funded to strive to reduce redevelopment related contributions to local West Oakland diesel emissions to less than significant levels, consistent with applicable federal, state and local air quality standards. The adopted program shall define measurable reduction within specific time periods. This program shall be periodically reviewed and updated every one to three years, corresponding to regular updates of the CAP. The review and update shall include, and not be limited to, an assessment of any potential new strategies, a reassessment of funding requirements, technical feasibility, and cost benefit assumptions. Periodic updates shall be submitted to the City/Port Liaison Committee or its equivalent.	Prior to operations	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	The diesel emissions reduction program shall include a list of potential emission reduction strategies that shall include on-site Port improvements and/or practices; loan, grant or incentive-based programs; and on-going studies. Strategies that shall be included in the diesel emissions reduction program and implemented over the build-out period include the following: 1. On-site Port improvements. • Configure truck parking in the Port to minimize traffic interference and reduce idling times. • Allow easy access to a truck parking facility at the Port 24-hours a day. • Synchronize traffic lights in the Port area to reduce congestion (requires coordination with the City). 2. City/Port loan or grant/incentive programs for local businesses or entities. • Provide incentives for re-powering, retrofitting, electrifying, or switching to alternative fuels to local businesses, franchises or truck fleets operating in West Oakland. Such businesses may include, for example, locally owned and operated trucking operations, refuse and recycling collection vehicles, school buses, Port and/or City fleet vehicles, and US Mail trucks. Other strategies to be included in the diesel emissions reduction program to be examined and incorporate when technically and economically feasible, include the following: 1. On-site Port improvements. • Allow trucks using alternative fuels to the head of queues or have separate gate entrances. 2. On-going studies. • Explore methods to minimize truck idling times at the Port. • Explore and encourage the use of alternative fuels for Port marine, rail and truck operations. • Propose and fund a random roadside heavy duty diesel vehicle (HDDV) emissions testing program and an HDDV repair subsidy program. 3. City/Port loan or grant/incentive programs for local businesses or entities. • Provide subsidies, training programs and/or voucher programs for local West Oakland businesses to conduct timing retard, compressions changes and other adjustments to diesel engines to reduce emissions. • Install oxidative catalyst and particulate traps on diesel engines with low NOx, alternatively fueled or electrified engines.		
	<u>SCA TRANS-1: Parking and Transportation Demand Management</u>, see Traffic and Transportation section below.		

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
2. Would the project violate any air quality standard or contribute substantially to an existing or projected air quality violation?	**See above for SCA AIR-2 and 2002 EIR Mitigation Measures 4.4-3, 4.4-4, 4.4-5**		
	SCA AIR-1: Construction Management Plan: The project applicant shall submit to the Planning and Zoning Division and the Building Services Division for review and approval a construction management plan that identifies the conditions of approval and mitigation measures to construction impacts of the project and explains how the project applicant will comply with these construction-related conditions of approval and mitigation measures.	Prior to issuance of a demolition, grading, or building permit	City/Port
	Mitigation 4.4-6: Title 24 of the Uniform Building Code (UBC) requires that new construction include energy-conserving fixtures and designs. Additionally, the City and Port shall implement sustainable development policies and strategies related to new development design and construction. Implementation of UBC requirements would reduce the need for space and water heating that would emit pollutants. City and Port policies and strategies shall be conditioned for all new development within the redevelopment project area. Specific examples may include, and are not limited to the following: • Wood fire heating shall be prohibited in new live/work development. • Where siting allows and where feasible, buildings shall be oriented to take advantage of passive and active climate control designs. • To the maximum extent feasible, central water heating systems shall be installed.	Prior to issuance of a demolition, grading, or building permit	City/Port
3. Would the project result in a cumulatively considerable net increase of any criteria air pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	**See above for SCA AIR-2 and 2002 EIR Mitigation Measures 4.4-3, 4.4-4, 4.4-5 and 4.4-6**		
	Mitigation Measure 5.4-1: The City and the Port shall encourage, lobby, and potentially participate in emission reduction demonstration projects that promote technological advances in improving air quality. Such encouragement, lobbying, and participation may include the following: • Retrofitting locomotive engines to meet current federal standards. • Using reduced sulfur fuels in ships while the ships are in the San Francisco Bay. • Treating NO_x with selective catalytic reductions. • Implementing random roadside emissions tests and develop a system of fines for trucks not in compliance with emission regulations. • Establishing emissions-based berthing fees. • Buying relatively old, highly polluting cars to take them off the road. Although these programs may assist in advancing emission reduction technologies or implementing emission reduction methods, the incremental contribution of the redevelopment program would remain cumulatively considerable, and the cumulative impact on air quality remains significant and unavoidable	Pre-operations; Operations	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
4. Would the project result in a cumulatively considerable net increase of any criteria air pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	**See above SCA AIR-1, SCA AIR-2 and 2002 EIR Mitigation Measures 4.4-3, 4.4-4, 4.4-5 and 4.4-6**		
	SCA AIR-3: Exposure to Air Pollution (Toxic Air Contaminants: Particulate Matter): A. Indoor Air Quality: In accordance with the recommendations of the California Air Resources Board (ARB) and the Bay Area Air Quality Management District, appropriate measures shall be incorporated into the project design in order to reduce the potential health risk due to exposure to diesel particulate matter to achieve an acceptable interior air quality level for sensitive receptors. The appropriate measures shall include **one** of the following methods: 1) The project applicant shall retain a qualified air quality consultant to prepare a health risk assessment (HRA) in accordance with the ARB and the Office of Environmental Health and Hazard Assessment requirements to determine the exposure of project residents/occupants/users to air polluters prior to issuance of a demolition, grading, or building permit. The HRA shall be submitted to the Planning and Zoning Division for review and approval. The applicant shall implement the approved HRA recommendations, if any. If the HRA concludes that the air quality risks from nearby sources are at or below acceptable levels, then additional measures are not required. 2) The applicant shall implement all of the following features that have been found to reduce the air quality risk to sensitive receptors and shall be included in the project construction plans. These features shall be submitted to the Planning and Zoning Division and the Building Services Division for review and approval prior to the issuance of a demolition, grading, or building permit and shall be maintained on an ongoing basis during operation of the project. a) Redesign the site layout to locate sensitive receptors as far as possible from any freeways, major roadways, or other sources of air pollution (e.g., loading docks, parking lots). b) Do not locate sensitive receptors near distribution center's entry and exit points. c) Incorporate tiered plantings of trees (redwood, deodar cedar, live oak, and/or oleander) to the maximum extent feasible between the sources of pollution and the sensitive receptors. d) Install, operate and maintain in good working order a central heating and ventilation (HV) system or other air take system in the building, or in each individual residential unit, that meets or exceeds an efficiency standard of MERV 13. The HV system shall include the following features: Installation of a high efficiency filter and/or carbon filter to filter particulates and other chemical matter from entering the building. Either HEPA filters or ASHRAE 85% supply filters shall be used. e) Retain a qualified HV consultant or HERS rater during the design phase of the project to locate the HV system based on exposure modeling from the pollutant sources. f) Install indoor air quality monitoring units in buildings.	Prior to issuance of a demolition, grading, or building permit	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	g) Project applicant shall maintain, repair and/or replace HV system on an ongoing and as needed basis or shall prepare an operation and maintenance manual for the HV system and the filter. The manual shall include the operating instructions and the maintenance and replacement schedule. This manual shall be included in the CC&Rs for residential projects and distributed to the building maintenance staff. In addition, the applicant shall prepare a separate homeowners manual. The manual shall contain the operating instructions and the maintenance and replacement schedule for the HV system and the filters. B. Outdoor Air Quality: To the maximum extent practicable, individual and common exterior open space, including playgrounds, patios, and decks, shall either be shielded from the source of air pollution by buildings or otherwise buffered to further reduce air pollution for project occupants.		
Biological Resources			
1. Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	**SCA BIO-1: Tree Removal During Breeding Season:** To the extent feasible, removal of any tree and/or other vegetation suitable for nesting of raptors shall not occur during the breeding season of March 15 through August 15. If tree removal must occur during the breeding season, all sites shall be surveyed by a qualified biologist to verify the presence or absence of nesting raptors or other birds. Pre-removal surveys shall be conducted within 15 days prior to start of work from March 15 through May 31, and within 30 days prior to the start of work from June 1 through August 15. The pre-removal surveys shall be submitted to the Planning and Zoning Division and the Tree Services Division of the Public Works Agency. If the survey indicates the potential presences of nesting raptors or other birds, the biologist shall determine an appropriately sized buffer around the nest in which no work will be allowed until the young have successfully fledged. The size of the nest buffer will be determined by the biologist in consultation with the CDFG, and will be based to a large extent on the nesting species and its sensitivity to disturbance. In general, buffer sizes of 200 feet for raptors and 50 feet for other birds should suffice to prevent disturbance to birds nesting in the urban environment, but these buffers may be increased or decreased, as appropriate, depending on the bird species and the level of disturbance anticipated near the nest.	Prior to issuance of a tree removal permit	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	SCA BIO-5 Regulatory Permits and Authorizations: Prior to construction in or near the water, the project applicant shall obtain all necessary regulatory permits and authorizations, including without limitation, from the U.S. Army Corps of Engineers (Corps), Regional Water Quality Control Board (RWQCB), San Francisco Bay Conservation and Development Commission (BCDC) and the City of Oakland, and shall comply with all conditions issued by applicable agencies. Required permit approvals and certifications may include, but not be limited to the following: a) U.S. Army Corps of Engineers (Corps): Section 404. Permit approval from the Corps shall be obtained for the placement of dredge or fill material in Waters of the U.S., if any, within the interior of the project site, pursuant to Section 404 of the federal Clean Water Act. b) Regional Walter Quality Control Board (RWQCB): Section 401 Water Quality Certification. Certification that the project will not violate state water quality standards is required before the Corps can issue a 404 permit, above. c) San Francisco Bay Conservation and Development Commission (BCDC) approvals.	Prior to issuance of a demolition, grading, or building permit within vicinity of the shoreline	City/Port
	Mitigation Measure 4.12-5: A qualified observer shall be present on site during all in-water construction activities near potential herring spawning areas between December 1 and March 1. This measure shall be enforced via contract specifications. The observer shall have the authority to redirect, but not to stop work.	During construction	City/Port
	Mitigation Measure 4.12-6: If spawning is observed, in-water construction activities shall be redirected for 200 meters around the spawning area for two weeks. Work may resume in the spawning area after two weeks, providing additional spawning does not occur. This measure shall be enforced via contract specifications.	During construction	City/Port
	Mitigation Measure 4.12-10: The Port shall continue to enforce its tariff requirements regarding ballast water and if the State law sunsets, shall implement the remainder of its ballast water ordinance, as it may be amended from time to time. Item No. 02215 of the Port's tariff (its operating rules and regulations) defines the Port's Ballast Water Management Program. Among other things, the Port's program compiles information regarding the ballasting behavior of carriers calling at the Port of Oakland. This information is expected to be valuable in crafting durable solutions to the problems ballast water-borne invasive species pose to the ecology of the Bay, and to invasive species issues elsewhere. This mitigation measure would continue the Port's program through the build-out year of this project, or 2020, or until required by regulatory permit conditions, whichever is later. Should portions of the Port's program be redundant to federal, state, or regional programs, or be pre-empted by such programs, the Port will continue to operate those non-pre-empted portions of its program that provide information not obtained through other programs.	During construction	Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	Modified Mitigation Measure 4.12-11: The Port, and developer and sub-tenants at Berths 7 and 8 (Wharves 6½ and 7), shall continue to develop and implement a carrier ballast water education program. Either by itself or by participating in programs by others, *e.g.*, Sea Grant, the Port shall create a program to educate ocean carriers regarding the potential harm of ballasting activities. The program shall at a minimum, include the following elements: • Educate carriers to all applicable regulations and guidelines. • Inform carriers of the benefits of ships constructed with internal ballast water transfer systems. These systems allow ballast water to be shifted internally from tank to tank, minimizing or eliminating the need for discharge of ballast water when ships are at berth • Encourage carriers to purchase internally-ballasting vessels when they place orders for new ships. • Educate carriers regarding potential benefits of reducing ballast water discharges, even if ballast water has already been exchanged in the open ocean.	Operations	City/Port
	Modified Mitigation Measure 4.12-12: The Port, and developer and sub-tenants at Berths 7 and 8 (Wharves 6½ and 7), shall support international and United States efforts to adopt uniform international or national standards to avoid introduction of exotic species through shipping activities.	Operations	City/Port
	Mitigation Measure 3.4-1a: The developer shall submit a Landscape Plan for City review and approval. The plan shall not include tall ornamental trees that could provide perches for raptors in the northern project site, in the vicinity of Gateway Park. **Mitigation Measure 3.4-1b:** The developer shall submit a Lighting Plan for City review and approval. The plan shall note that raptor deterrents shall be placed on light standards in the northern project site, in the vicinity of Gateway Park, or lighting fixtures or posts in the area shall have limited horizontal elements which could be used as perches.	Prior to issuance of a building permit, associated with the Planned Unit Development (PUD) process	City/Port
2. Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	**See above for Modified 2002 EIR Mitigation Measures 4.12-11 and 4.12-12**		

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
3. Would the project have a substantial adverse effect on federally protected wetlands (as defined by Section 404 of the Clean Water Act) or state protected wetlands, through direct removal, filling, hydrological interruption, or other means?	**See above for SCA BIO-5**		
4. Would the project substantially interfere with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	**See above for Mitigation Measures 4.12-5, 4.12-6, 4.12-11 and 4.12-12**		
5. Would the project fundamentally conflict with the City of Oakland Tree Protection Ordinance (Oakland Municipal Code (OMC) Chapter 12.36) by removal of protected trees under certain circumstances?	**SCA BIO-2: Tree Removal Permit:** Prior to removal of any protected trees, per the Protected Tree Ordinance, located on the project site or in the public right-of-way adjacent to the project, the project applicant must secure a tree removal permit from the Tree Division of the Public Works Agency, and abide by the conditions of that permit.	Prior to issuance of a demolition, grading, or building permit.	City/Port
	SCA BIO-3: Tree Replacement Plantings: Replacement plantings shall be required for erosion control, groundwater replenishment, visual screening and wildlife habitat, and in order to prevent excessive loss of shade, in accordance with the following criteria: a) No tree replacement shall be required for the removal of nonnative species, for the removal of trees which is required for the benefit of remaining trees, or where insufficient planting area exists for a mature tree of the species being considered. b) Replacement tree species shall consist of Sequoia sempervirens (Coast Redwood), Quercus agrifolia (Coast Live Oak), Arbutus menziesii (Madrone), Aesculus californica (California Buckeye) or Umbellularia californica (California Bay Laurel) or other tree species acceptable to the Tree Services Division. c) Replacement trees shall be at least of twenty-four (24) inch box size, unless a smaller size is recommended by the arborist, except that three fifteen (15) gallon size trees may be substituted for each twenty-four (24) inch box size tree where appropriate. d) Minimum planting areas must be available on site as follows: i. For Sequoia sempervirens, three hundred fifteen square feet per tree; ii. For all other species listed in #2 above, seven hundred (700) square feet per tree. e) In the event that replacement trees are required but cannot be planted due to site constraints, an	Prior to issuance of a final inspection of the building permit.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	in lieu fee as determined by the master fee schedule of the city may be substituted for required replacement plantings, with all such revenues applied toward tree planting in city parks, streets and medians. Plantings shall be installed prior to the issuance of a final inspection of the building permit, subject to seasonal constraints, and shall be maintained by the project applicant until established. The Tree Reviewer of the Tree Division of the Public Works Agency may require a landscape plan showing the replacement planting and the method of irrigation. Any replacement planting which fails to become established within one year of planting shall be replanted at the project applicant's expense.		
	SCA BIO-4: Tree Protection During Construction: Adequate protection shall be provided during the construction period for any trees which are to remain standing, including the following, plus any recommendations of an arborist: a) Before the start of any clearing, excavation, construction or other work on the site, every protected tree deemed to be potentially endangered by said site work shall be securely fenced off at a distance from the base of the tree to be determined by the City Tree Reviewer. Such fences shall remain in place for duration of all such work. All trees to be removed shall be clearly marked. A scheme shall be established for the removal and disposal of logs, brush, earth and other debris which will avoid injury to any protected tree. b) Where proposed development or other site work is to encroach upon the protected perimeter of any protected tree, special measures shall be incorporated to allow the roots to breathe and obtain water and nutrients. Any excavation, cutting, filing, or compaction of the existing ground surface within the protected perimeter shall be minimized. No change in existing ground level shall occur within a distance to be determined by the City Tree Reviewer from the base of any protected tree at any time. No burning or use of equipment with an open flame shall occur near or within the protected perimeter of any protected tree. c) No storage or dumping of oil, gas, chemicals, or other substances that may be harmful to trees shall occur within the distance to be determined by the Tree Reviewer from the base of any protected trees, or any other location on the site from which such substances might enter the protected perimeter. No heavy construction equipment or construction materials shall be operated or stored within a distance from the base of any protected trees to be determined by the tree reviewer. Wires, ropes, or other devices shall not be attached to any protected tree, except as needed for support of the tree. No sign, other than a tag showing the botanical classification, shall be attached to any protected tree. d) Periodically during construction, the leaves of protected trees shall be thoroughly sprayed with water to prevent buildup of dust and other pollution that would inhibit leaf transpiration. e) If any damage to a protected tree should occur during or as a result of work on the site, the project applicant shall immediately notify the Public Works Agency of such damage. If, in the professional opinion of the Tree Reviewer, such tree cannot be preserved in a healthy state, the Tree Reviewer shall require replacement of any tree removed with another tree or trees on the	Prior to issuance of a demolition, grading, or building permit.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	same site deemed adequate by the Tree Reviewer to compensate for the loss of the tree that is removed. f) All debris created as a result of any tree removal work shall be removed by the project applicant from the property within two weeks of debris creation, and such debris shall be properly disposed of by the project applicant in accordance with all applicable laws, ordinances, and regulations.		
Cultural Resources			
1. Would the project cause a substantial adverse change in the significance of a historical resource as defined in *CEQA Guidelines* Section 15064.5? Specifically, a substantial adverse change includes physical demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of the historical resource would be "materially impaired?"	**Mitigation Measure 4.6-2:** The City, Port and OARB sub-district developers shall fund on a fair-share basis development of a commemoration site, including preparation of a Master Plan for such a site, at a public place located within the Gateway development area. The City shall ensure that the scale and scope of the commemoration site reflects the actual loss of historic resources. Land shall be set aside for development of a commemoration site at a publicly accessible place located within the Gateway development area (potentially the Gateway Park at the Bay Bridge touchdown peninsula). The commemoration site should include relocated physical elements of the OARB Historic District, along with appropriate monument(s) to memorialize the contributions of civilians and the military in the Bay Area to all wars. • An appropriate location shall be set aside for development of a commemoration site. The commemoration site shall be at a publicly accessible place. It may be located within or adjacent to any historic district contributor buildings that are preserved on a permanent basis (see Mitigation Measure 4.6-16). If that is not feasible, another potential location is within or near to the Gateway Park. • A design plan for the commemoration site shall be prepared, and shall include the design of monuments and the selection of appropriate relocated physical elements from the OARB, potentially including relocated structures or portions of structures to be included in the site. The City and the Port shall identify structures and/or portions of structures to be preserved or moved to the commemoration site prior to demolition. • The master planning process should involve the City and the Port, the public and interested historical and veterans groups, historic experts, and other public agencies. • Implementation of the commemoration site master plan may be phased along with the timing of new development. • The master plan shall include an endowment to be funded by the City and the Port, or their designee, for on-going maintenance and replacement and may also include curator costs associated with commemoration site and with trail signage, exhibits, and design elements as described below. • The City and the Port shall develop an ongoing outreach program informing the public of the importance of the OARB to the community and the region, and of the existence of the commemorative site.	Prior to approval of PUD.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	Mitigation Measure 4.6-3: The City shall ensure the commemoration site is linked to the Gateway Park and the Bay Trail via a public access trail. Within the Gateway development area, this trail may be located along the shoreline. Beyond the Gateway, the trail would follow the new alignment of Maritime Street, connecting to 7th Street, which connects to the Port's Middle Harbor Shoreline Park and other existing and planned trail segments. • The design and development of this on-site trail shall include a series of interpretive panels, exhibits and design elements that communicate the scope and historical significance of Base activities and their impact on the community throughout the life of the Base. • A brochure shall be developed and made available describing the history of the Army Base that could be used as a self-guided tour, related to the interpretive panels and exhibits described above.	Prior to approval of PUD.	City/Port
	Mitigation Measure 4.6-5: The City, Port, and OARB sub-district developers shall fund on a fair share basis collaboration with "military.com" or a similar military history web site. • The parties shall fund development of an interactive web page to be provided to military.com or other web-based organization where former military personnel can be connected to the OARB documentation. • A list of list of draftees/enlistees processed through the OARB during WWII and the Korean and Vietnam Wars may be an element of such a site.	Prior to issuance of a building permit	City/Port
	Mitigation Measure 4.6-7: If determined of significant historical educational value by the Oakland Landmarks Preservation Advisory Board and the Oakland Heritage Alliance, the City, Port, and OARB sub-district developers shall fund on a fair share basis distribution of copies of "A Job Well Done" documentary video published by the Army. The Army has produced a television broadcast–quality video documentary that describes the mission and historical significance of the OARB. This documentary is not widely distributed, and has not been viewed by the Oakland Landmarks Preservation Advisory Board or the Oakland Heritage Alliance. This documentary is currently available to the public, but is not widely distributed. This mitigation measure will ensure that the documentary is widely distributed and made available to a larger audience interested in the history of the Base. It will also offset the modification and/or destruction of many of the historic buildings on the base, preserve their images, and provide a description of their function and role to the interested public. Copies of the video shall be distributed to: the Oakland History Room, Oakland Public Library, Bancroft Library, University of California; the Port of Oakland Archives; local public schools and libraries; and local public broadcasting stations. Funding shall also be used to copy this video onto more permanent archive-stable medium such as a CD.	Prior to issuance of a building permit	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	Mitigation Measure 4.6-9: The City, Port, and OARB sub-district developers shall fund on a fair share basis a program to salvage as whole timber posts, beams, trusses and siding of warehouses to be deconstructed. These materials shall be used on site if deconstruction is the only option. Reuse of a warehouse building or part of a warehouse building at its current location, or relocated to another Gateway location is preferable. To the extent feasible, these materials shall be used in whole, on site, in the construction of new buildings within the Gateway development area. Special consideration shall be given to the use of these materials at the commemoration site through the site's Master Planning effort If on-site reuse is found infeasible, opportunities shall be sought for reuse of these materials in other East Bay Area construction, or be sold into the recycled construction materials market. Landfill disposal of salvageable construction material from contributing historic structures shall be prohibited by contract specification. Salvage and reuse requirements shall be enforced via contract specification. Salvage operations shall employ members of local job-training bridge programs (Youth Employment Program, Joint Apprenticeship Training Committee, Homeless Collaborative) or other similar organizations, if feasible, to provide construction-training opportunities to Oakland residents. Salvage and reuse of the timber from these structures will help to reduce the impacts on the environment and save this ecologically and historically valuable material for reuse in the local community.	Prior to issuance of a building permit	City/Port
	Mitigation Measure 4.6-10: The City, Port, and OARB sub-district developers shall fund on a fair share basis production of a brochure describing history and architectural history of the OARB. • The brochure shall be distributed to local libraries and schools, and be made available to the public at select pick-up and drop-off locations along the Bay Trail to be used for self-guided tours. • This brochure shall build upon the previously completed historical documentation produced by the Port of Oakland, the Navy, and the Army for previous projects and on the original research completed for preparation of the Historical Resource Documentation Program and book. • This brochure shall will document the history of the redevelopment area and provide references to where more detailed information about the Base may be found.	Prior to issuance of a building permit	City/Port
	Modified Mitigation Measure 4.6-14: No demolition or deconstruction of contributing structures to the OARB Historic District shall occur until a master plan and/or Lease Disposition and Development Agreement has been approved by the City, and demolition or deconstruction of a building is required to realize the master infrastructure development plan necessary for approved	Approval of master plan and/or Lease Disposition and Development	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	redevelopment activities, in conformity with applicable General Plan Historic Preservation Element and City of Oakland Planning requirements.[3]	Agreement	
2. Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to *CEQA Guidelines* Section 15064.5?	**SCA CULT-1: Archaeological Resources:** Pursuant to CEQA Guidelines section 15064.5 (f), "provisions for historical or unique archaeological resources accidentally discovered during construction" should be instituted. Therefore, in the event that any prehistoric or historic subsurface cultural resources are discovered during ground disturbing activities, all work within 50 feet of the resources shall be halted and the project applicant and/or lead agency shall consult with a qualified archaeologist or paleontologist to assess the significance of the find. If any find is determined to be significant, representatives of the project proponent and/or lead agency and the qualified archaeologist would meet to determine the appropriate avoidance measures or other appropriate measure, with the ultimate determination to be made by the City of Oakland. All significant cultural materials recovered shall be subject to scientific analysis, professional museum curation, and a report prepared by the qualified archaeologist according to current professional standards. a) In considering any suggested measure proposed by the consulting archaeologist in order to mitigate impacts to historical resources or unique archaeological resources, the project applicant shall determine whether avoidance is necessary and feasible in light of factors such as the nature of the find, project design, costs, and other considerations. If avoidance is unnecessary or infeasible, other appropriate measures (e.g., data recovery) shall be instituted. Work may proceed on other parts of the project site while measure for historical resources or unique archaeological resources is carried out. Should an archaeological artifact or feature be discovered on-site during project construction, all activities within a 50-foot radius of the find would be halted until the findings can be fully investigated by a qualified archaeologist to evaluate the find and assess the significance of the find according to the CEQA definition of a historical or unique archaeological resource. If the deposit is determined to be significant, the project applicant and the qualified archaeologist shall meet to determine the appropriate avoidance measures or other appropriate measure, subject to approval by the City of Oakland, which shall assure implementation of appropriate measure measures recommended by the archaeologist. Should archaeologically-significant materials be recovered, the qualified archaeologist shall recommend appropriate analysis and treatment, and shall prepare a report on the findings for submittal to the Northwest Information Center.	Ongoing throughout demolition, grading, and/or construction.	City/Port

[3] The 2002 EIR mitigation measure 4.6-14 states that the Port shall not demolish or deconstruct structures until it has approved a final development plan for the relevant new facility or facilities. This requirement shall continue to apply to the Port in the absence of a Lease Disposition and Development Agreement.

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
3. Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	**SCA CULT-3: Paleontological Resources:** In the event of an unanticipated discovery of a paleontological resource during construction, excavations within 50 feet of the find shall be temporarily halted or diverted until the discovery is examined by a qualified paleontologist (per Society of Vertebrate Paleontology standards [SVP 1995,1996]). The qualified paleontologist shall document the discovery as needed, evaluate the potential resource, and assess the significance of the find under the criteria set forth in Section 15064.5 of the CEQA Guidelines. The paleontologist shall notify the appropriate agencies to determine procedures that would be followed before construction is allowed to resume at the location of the find. If the City determines that avoidance is not feasible, the paleontologist shall prepare an excavation plan for mitigating the effect of the project on the qualities that make the resource important, and such plan shall be implemented. The plan shall be submitted to the City for review and approval.	Ongoing throughout demolition, grading, and/or construction.	City/Port
4. Would the project disturb any human remains, including those interred outside of formal cemeteries?	**SCA CULT-2: Human Remains:** In the event that human skeletal remains are uncovered at the project site during construction or ground-breaking activities, all work shall immediately halt and the Alameda County Coroner shall be contacted to evaluate the remains, and following the procedures and protocols pursuant to Section 15064.5 (e)(1) of the CEQA Guidelines. If the County Coroner determines that the remains are Native American, the City shall contact the California Native American Heritage Commission (NAHC), pursuant to subdivision (c) of Section 7050.5 of the Health and Safety Code, and all excavation and site preparation activities shall cease within a 50-foot radius of the find until appropriate arrangements are made. If the agencies determine that avoidance is not feasible, then an alternative plan shall be prepared with specific steps and timeframe required to resume construction activities. Monitoring, data recovery, determination of significance and avoidance measures (if applicable) shall be completed expeditiously.	Ongoing throughout demolition, grading, and/or construction	City/Port
Geology and Soils			
1. Would the project expose people or structures to substantial risk of loss, injury, or death involving: i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map or Seismic Hazards Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to California Geological Survey 42 and 117 and Public Resources Code section 2690 et. seq.; ii) Strong seismic ground shaking; iii) Seismic-related ground	**SCA GEO-2: Soils Report:** A preliminary soils report for each construction site within the project area shall be required as part of this project and submitted for review and approval by the Building Services Division. The soils reports shall be based, at least in part, on information obtained from on-site testing. Specifically the minimum contents of the report should include: A. Logs of borings and/or profiles of test pits and trenches: a) The minimum number of borings acceptable, when not used in combination with test pits or trenches, shall be two (2), when in the opinion of the Soils Engineer such borings shall be sufficient to establish a soils profile suitable for the design of all the footings, foundations, and retaining structures. b) The depth of each boring shall be sufficient to provide adequate design criteria for all proposed structures. c) All boring logs shall be included in the soils report.	Prior to issuance of demolition, grading or building permit	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
failure, including liquefaction, lateral spreading, subsidence, collapse; iv) Landslides?	B. Test pits and trenches a) Test pits and trenches shall be of sufficient length and depth to establish a suitable soils profile for the design of all proposed structures. b) Soils profiles of all test pits and trenches shall be included in the soils report. C. A plat shall be included which shows the relationship of all the borings, test pits, and trenches to the exterior boundary of the site. The plat shall also show the location of all proposed site improvements. All proposed improvements shall be labeled. D. Copies of all data generated by the field and/or laboratory testing to determine allowable soil bearing pressures, sheer strength, active and passive pressures, maximum allowable slopes where applicable and any other information which may be required for the proper design of foundations, retaining walls, and other structures to be erected subsequent to or concurrent with work done under the grading permit. E. Soils Report. A written report shall be submitted which shall include, but is not limited to, the following: a) Site description; b) Local and site geology; c) Review of previous field and laboratory investigations for the site; d) Review of information on or in the vicinity of the site on file at the Information Counter, City of Oakland, Office of Planning and Building; e) Site stability shall be addressed with particular attention to existing conditions and proposed corrective attention to existing conditions and proposed corrective actions at locations where land stability problems exist; f) Conclusions and recommendations for foundations and retaining structures, resistance to lateral loading, slopes, and specifications, for fills, and pavement design as required; g) Conclusions and recommendations for temporary and permanent erosion control and drainage. If not provided in a separate report they shall be appended to the required soils report; h) All other items which a Soils Engineer deems necessary; i) The signature and registration number of the Civil Engineer preparing the report. **F.** The Director of Planning and Building may reject a report that she/he believes is not sufficient. The Director of Planning and Building may refuse to accept a soils report if the certification date of the responsible soils engineer on said document is more than three years old. In this instance, the Director may be require that the old soils report be recertified, that an addendum to the soils report be submitted, or that a new soils report be provided.		

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	SCA-GEO-3: Geotechnical Report: a) A site-specific, design level, landslide or liquefaction geotechnical investigation for each construction site within the project area shall be required as part of this project and submitted for review and approval by the Building Services Division. Specifically: i. Each investigation shall include an analysis of expected ground motions at the site from identified faults. The analyses shall be accordance with applicable City ordinances and polices, and consistent with the most recent version of the California Building Code, which requires structural design that can accommodate ground accelerations expected from identified faults. ii. The investigations shall determine final design parameters for the walls, foundations, foundation slabs, surrounding related improvements, and infrastructure (utilities, roadways, parking lots, and sidewalks). iii. The investigations shall be reviewed and approved by a registered geotechnical engineer. All recommendations by the project engineer, geotechnical engineer, shall be included in the final design, as approved by the City of Oakland. iv. The geotechnical report shall include a map prepared by a land surveyor or civil engineer that shows all field work and location of the "No Build" zone. The map shall include a statement that the locations and limitations of the geologic features are accurate representations of said features as they exist on the ground, were placed on this map by the surveyor, the civil engineer or under their supervision, and are accurate to the best of their knowledge. v. Recommendations that are applicable to foundation design, earthwork, and site preparation that were prepared prior to or during the projects design phase, shall be incorporated in the project. vi. Final seismic considerations for the site shall be submitted to and approved by the City of Oakland Building Services Division prior to commencement of the project. vii. A peer review is required for the Geotechnical Report. Personnel reviewing the geologic report shall approve the report, reject it, or withhold approval pending the submission by the applicant or subdivider of further geologic and engineering studies to more adequately define active fault traces. **b)** Tentative Tract or Parcel Map approvals shall require, but not be limited to, approval of the Geotechnical Report.	Prior to issuance of demolition, grading or building permit	City/Port
	Mitigation 4.13-1: Redevelopment elements shall be designed in accordance with criteria established by the UBC, soil investigation and construction requirements established in the Oakland General Plan, the Bay Conservation and Development Commission Safety of Fill Policy, and wharf design criteria established by the Port or City of Oakland (depending on the location of the wharf).	Prior to issuance of demolition, grading or building permit	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	The UBC requires structures in the San Francisco Bay Area to be designed to withstand a ground acceleration of 0.4 g. A licensed engineer should monitor construction activities to ensure that the design and construction criteria are followed. The Health and Safety element of the Oakland General Plan requires a soils and geologic report be submitted to the Department of Public Works (DPW) prior to the issuance of any building permit. The Oakland General Plan also requires all structures of three or more stories to be supported on pile foundations that penetrate Bay Mud deposits, and to be anchored in firm, non-compressible materials unless geotechnical findings indicate a more appropriate design. The General Plan also provides for the identification and evaluation of existing structural hazards and abatement of those hazards to acceptable levels of risk. To comply with the BCDC safety of fill policy, the plans and specifications for the placement of Bay fill will be submitted to the BCDC Engineering Criteria Review Board for review and approval. The Port of Oakland has developed wharf design criteria to be used in the design, construction, reconstruction, and repairs of existing and future wharf structures, except in the event that current engineering practice requires adjustments or modification of the wharf design criteria. All construction associated with New Berth 21 must adhere to the wharf design criteria established by the Port of Oakland. A licensed engineer should monitor construction activities to ensure that the design and construction criteria are followed. The City shall adopt wharf design criteria and apply them to any wharf in the City's jurisdiction.		
	Mitigation 4.13-2: Redevelopment elements shall be designed and constructed in accordance with requirements of a site-specific geotechnical evaluation. Site-specific geotechnical, soils, and foundation investigation reports shall be prepared by a licensed geotechnical or soil engineer experienced in construction methods on fill materials in an active seismic area. The reports shall provide site-specific construction methods and recommendations regarding grading activities, fill placement, compaction, foundation construction, drainage control (both surface and subsurface), and seismic safety. Designers and contractors shall comply with recommendations in the reports. A licensed geotechnical or soil engineer shall monitor earthwork and construction activities to ensure that recommended site-specific construction methods are followed. The Oakland General plan requires all structures of three or more stories to be supported on pile foundations that penetrate Bay Mud deposits and to be anchored in firm, non-compressible materials unless geotechnical findings indicate a more appropriate design. The General Plan also provides for the identification and evaluation of existing structural hazards and abatement of those hazards to acceptable levels of risk.	Prior to issuance of demolition, grading or building permit	City/Port
2. Would the project result in substantial soil erosion or loss of topsoil, creating substantial risks to life, property, or	**See Hydrology and Water Quality section below for SCA HYD-1 through SCA HYD-4**		
	<u>SCA GEO-1: Erosion and Sedimentation Control Plan:</u>	Prior to issuance of	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
creeks/waterways?	*Prior to issuance of a demolition, grading, or building permit.* A. The project applicant shall obtain a grading permit if required by the Oakland Grading Regulations pursuant to Section 15.04.660 of the Oakland Municipal Code. The grading permit application shall include an erosion and sedimentation control plan for review and approval by the Building Services Division. The erosion and sedimentation control plan shall include all necessary measures to be taken to prevent excessive stormwater runoff or carrying by stormwater runoff of solid materials on to lands of adjacent property owners, public streets, or to creeks as a result of conditions created by grading operations. The plan shall include, but not be limited to, such measures as short-term erosion control planting, waterproof slope covering, check dams, interceptor ditches, benches, storm drains, dissipation structures, diversion dikes, retarding berms and barriers, devices to trap, store and filter out sediment, and stormwater retention basins. Off-site work by the project applicant may be necessary. The project applicant shall obtain permission or easements necessary for off-site work. There shall be a clear notation that the plan is subject to changes as changing conditions occur. Calculations of anticipated stormwater runoff and sediment volumes shall be included, if required by the Director of Development or designee. The plan shall specify that, after construction is complete, the project applicant shall ensure that the storm drain system shall be inspected and that the project applicant shall clear the system of any debris or sediment. *Ongoing throughout and construction activities* B. The project applicant shall implement the approved erosion and sedimentation plan. No grading shall occur during the wet weather season (October 15 through April 15) unless specifically authorized in writing by the Building Services Division.	a demolition, grading, or building permit; and ongoing throughout and construction activities (refer to SCA language to the left)	
3. Would the project be located on expansive soil, as defined in section 1802.3.2 of the California Building Code (2007, as it may be revised), creating substantial risks to life or property?	**See above for SCA GEO-2 and SCA GEO-3**		
4. Would the project be located above a well, pit, swamp, mound, tank vault, or unmarked sewer line, creating substantial risks to life or property?	**See above for SCA GEO-2 and SCA GEO-3 and Mitigation Measure 4.13-2**		
	Mitigation 4.13-4: The project applicant shall thoroughly review available building and environmental records. The City and Port shall keep a record of, and the designer shall review, available plans, and facility, building, and environmental records in order to identify underground utilities and facilities, so that these may be either avoided or incorporated into design as relevant.	Prior to issuance of demolition, grading or building permit; and on-going	City/Port
	Mitigation 4.13-5: The developer shall perform due diligence, including without limitation,	Prior to issuance of	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	retaining the services of subsurface utility locators and other technical experts prior to any ground-disturbing activities. The contractor shall utilize Underground Service Alert or other subsurface utility locators to identify and avoid underground utilities and facilities during construction of redevelopment elements. The contractor shall keep a record of its contacts regarding underground features, and shall make these records available to the City or Port upon request. This condition shall be enforced through contract specification.	demolition, grading or building permit; and on-going	
5. Would the project be located above landfills for which there is no approved closure or post-closure plan, or unknown fill soils, creating substantial risks to life or property?	**See above for SCA-GEO-2 and Mitigation Measures 4.13-2, 4.13-4, and 4.13-5**		
Greenhouse Gas Emissions			
1. Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	**SCA GCC-1: Greenhouse Gas (GHG) Reduction Plan:** The project applicant shall retain a qualified air quality consultant to develop a Greenhouse Gas (GHG) Reduction Plan for City review and approval. The applicant shall implement the approved GHG Reduction Plan. The goal of the GHG Reduction Plan shall be to increase energy efficiency and reduce GHG emissions by at least 20 percent, with a goal of 36 percent below the project's "adjusted" baseline GHG emissions (as explained below) to help achieve the City's goal of reducing GHG emissions. The GHG Reduction Plan shall include, at a minimum, (a) a detailed GHG emissions inventory for the project under a "business-as-usual" scenario with no consideration of project design features, or other energy efficiencies, (b) an "adjusted" baseline GHG emissions inventory for the project, taking into consideration energy efficiencies included as part of the project (including the City's Standard Conditions of Approval, proposed mitigation measures, project design features, and other City requirements), (c) a comprehensive set of quantified additional GHG reduction measures available to further reduce GHG emissions beyond the adjusted GHG emissions, and (d) requirements for ongoing monitoring and reporting to demonstrate that the additional GHG reduction measures are being implemented. If the project is to be constructed in phases, the GHG Reduction Plan shall provide GHG emission scenarios by phase. Specifically, the applicant/sponsor shall adhere to the following: a) ***GHG Reduction Measures Program.*** Prepare and submit to the City Planning Director or his/her designee for review and approval a GHG Reduction Plan that specifies and quantifies GHG reduction measures that the project will implement by phase. Potential GHG reduction measures to be considered include, but are not be limited to, measures recommended in BAAQMD's latest CEQA Air Quality Guidelines, the California Air	Prior to approval of PUD.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	Resources Board Scoping Plan (December 2008, as may be revised), the California Air Pollution Control Officers Association (CAPCOA) Quantifying Greenhouse Gas Mitigation Measures Document (August 2010, as may be revised), the California Attorney General's website, and Reference Guides on Leadership in Energy and Environmental Design (LEED) published by the U.S. Green Building Council. The proposed GHG reduction measures must be reviewed and approved by the City Planning Director or his/her designee. The types of allowable GHG reduction measures include the following (listed in order of City preference): (1) physical design features; (2) operational features; and (3) the payment of fees to fund GHG-reducing programs (i.e., the purchase of "offset carbon credits," pursuant to item "b" below). The allowable locations of the GHG reduction measures include the following (listed in order of City preference): (1) the project site; (2) off-site within the City of Oakland; (3) off-site within the San Francisco Bay Area Air Basin; (4) off-site within the State of California; then (5) elsewhere in the United States. b) ***Offset Carbon Credits Guidelines.*** For GHG reduction measures involving the purchase of offset carbon credits, evidence of the payment/purchase shall be submitted to the City Planning Director or his/her designee for review and approval prior to completion of the project (or prior to completion of the project phase, if the project includes more one phase). As with preferred locations for the implementation of all GHG reductions measures, the preference for offset carbon credit purchases include those that can be achieved as follows (listed in order of City preference): (1) within the City of Oakland; (2) within the San Francisco Bay Area Air Basin; (3) within the State of California; then (4) elsewhere in the United States. The cost of offset carbon credit purchases shall be based on current market value at the time purchased and shall be based on the Project's operational emissions estimated in the GHG Reduction Plan or subsequent approved emissions inventory, which may result in emissions that are higher or lower than those estimated in the GHG Reduction Plan. c) ***Plan Implementation and Documentation.*** For physical GHG reduction measures to be incorporated into the design of the project, the measures shall be included on the drawings submitted for construction-related permits. For operational GHG reduction measures to be incorporated into the project, the measures shall be implemented on an indefinite and ongoing basis beginning at the time of project completion (or at the completion of the project phase for phased projects). For physical GHG reduction measures to be incorporated into off-site projects, the measures shall be included on drawings and submitted to the City Planning Director or his/her designee for review and approval and then installed prior to completion of the subject project (or prior to completion of the project phase for phased projects). For operational GHG reduction measures to be incorporated into off-site projects, the measures shall be implemented on an indefinite and		

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	ongoing basis beginning at the time of completion of the subject project (or at the completion of the project phase for phased projects). d) ***Compliance, Monitoring and Reporting.*** Upon City review and approval of the GHG Reduction Plan program by phase, the applicant/sponsor shall satisfy the following requirements for ongoing monitoring and reporting to demonstrate that the additional GHG reduction measures are being implemented. The GHG Reduction Plan requires regular periodic evaluation over the life of the Project (generally estimated to be at least 40 years) to determine how the Plan is achieving required GHG emissions reductions over time, as well as the efficacy of the specific additional GHG reduction measures identified in the Plan. Implementation of the GHG reduction measures and related requirements shall be ensured through the project applicant/sponsor's compliance with Conditions of Approval adopted for the project. Generally, starting two years after the City issues the first Certificate of Occupancy for the project, the project applicant/sponsor shall prepare each year of the useful life of the project an Annual GHG Emissions Reduction Report (Annual Report), subject to the City Planning Director or his/her designee for review and approval. The Annual Report shall be submitted to an independent reviewer of the City Planning Director's or his/her designee's choosing, to be paid for by the project applicant/sponsor (see *Funding*, below), within two months of the anniversary of the Certificate of Occupancy. The Annual Report shall summarize the project's implementation of GHG reduction measures over the preceding year, intended upcoming changes, compliance with the conditions of the Plan, and include a brief summary of the previous year's Annual Report results (starting the second year). The Annual Report shall include a comparison of annual project emissions to the baseline emissions reported in the GHG Plan. The GHG Reduction Plan shall be considered fully attained when project emissions are 36 percent below the project's "adjusted" baseline GHG emissions, as confirmed by the City Planning Director or his/her designee through an established monitoring program unless the applicant demonstrates it is infeasible to achieve the 36 percent goal. Monitoring and reporting activities will continue at the City's discretion, as discussed below. e) ***Funding.*** Within two months after the Certificate of Occupancy, the project applicant/sponsor shall fund an escrow-type account or endowment fund to be used exclusively for preparation of Annual Reports and review and evaluation by the City Planning Director or his/her designee, or its selected peer reviewers. The escrow-type account shall be initially funded by the project applicant/sponsor in an amount determined by the City Planning Director or his/her designee and shall be replenished by the project applicant/sponsor so that the amount does not fall below an amount determined by the City Planning Director or his/her designee. The mechanism of this account shall be mutually agreed upon by the project applicant/sponsor and the City Planning Director or his/her designee, including the ability of the City to access the funds if the project applicant/sponsor is not complying with the GHG Reduction Plan requirements, and/or		

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	to reimburse the City for its monitoring and enforcement costs. f) ***Corrective Procedure.*** If the third Annual Report, or any report thereafter, indicates that, in spite of the implementation of the GHG Reduction Plan, the project is not achieving the GHG reduction goal, the project applicant/sponsor shall prepare a report for City review and approval, which proposes additional or revised GHG measures to better achieve the GHG emissions reduction goals, including without limitation, a discussion on the feasibility and effectiveness of the menu of other additional measures (Corrective GHG Action Plan). The project applicant/sponsor shall then implement the approved Corrective GHG Action Plan. If, one year after the Corrective GHG Action Plan is implemented, the required GHG emissions reduction target is still not being achieved, or if the project applicant/owner fails to submit a report at the times described above, or if the reports do not meet City requirements outlined above, the City Planning Director or his/her designee may, in addition to its other remedies, (a) assess the project applicant/sponsor a financial penalty based upon actual percentage reduction in GHG emissions as compared to the percent reduction in GHG emissions established in the GHG Reduction Plan; or (b) refer the matter to the City Planning Commission for scheduling of a compliance hearing to determine whether the project's approvals should be revoked, altered or additional conditions of approval imposed. The penalty as described in (a) above shall be determined by the City Planning Director or his/her designee and be commensurate with the percentage GHG emissions reduction not achieved (compared to the applicable numeric significance thresholds) or required percentage reduction from the "adjusted" baseline. In determining whether a financial penalty or other remedy is appropriate, the City shall not impose a penalty if the project applicant/sponsor has made a good faith effort to comply with the GHG Reduction Plan. The City would only have the ability to impose a monetary penalty after a reasonable cure period and in accordance with the enforcement process outlined in Planning Code Chapter 17.152. If a financial penalty is imposed, such penalty sums shall be used by the City solely toward the implementation of the GHG Reduction Plan. g) ***Timeline Discretion and Summary.*** The City Planning Director or his/her designee shall have the discretion to reasonably modify the timing of reporting, with reasonable notice and opportunity to comment by the applicant, to coincide with other related monitoring and reporting required for the project. • *Fund Escrow-type Account for City Review*: Certificate of Occupancy plus 2 months • *Submit Baseline Inventory of "Actual Adjusted Emissions"*: Certificate of Occupancy plus 1 year		

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	• *Submit Annual Report #1*: Certificate of Occupancy plus 2 years • *Submit Corrective GHG Action Plan* (if needed): Certificate of Occupancy plus 4 years (based on findings of Annual Report #3) • *Post Attainment Annual Reports*: Minimum every 3 years and at the City Planning Director's or his/her designee's reasonable discretion		
Hazards and Hazardous Materials			
1. Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	**SCA HAZ-1: Best Management Practices for Soil and Groundwater Hazards** The project applicant shall implement all of the following Best Management Practices (BMPs) regarding potential soil and groundwater hazards. a) Soil generated by construction activities shall be stockpiled onsite in a secure and safe manner or if designated for off-site disposal at a permitted facility, the soil shall be loaded, transported and disposed of in a safe and secure manner. All contaminated soils determined to be hazardous or non-hazardous waste must be adequately profiled (sampled) prior to acceptable reuse or disposal at an appropriate off-site facility. Specific sampling and handling and transport procedures for reuse or disposal shall be in accordance with applicable local, state and federal agencies laws, in particular, the Regional Water Quality Control Board (RWQCB) and/or the Alameda County Department of Environmental Health (ACDEH) and policies of the City of Oakland. The excavation, on-site management, and off-site disposal of soil from Project areas within the OARB shall follow the DTSC-approved RAP/RMP. b) Groundwater pumped from the subsurface shall be contained onsite in a secure and safe manner, prior to treatment and disposal, to ensure environmental and health issues are resolved pursuant to applicable laws and policies of the City of Oakland, the RWQCB and/or the ACDEH. The on-site management and off-site disposal of groundwater extracted from Project areas within the OARB shall follow the DTSC-approved RAP/RMP for Project areas within the OARB. Engineering controls shall be utilized, which include impermeable barriers to prohibit groundwater and vapor intrusion into the building (pursuant to the Standard Condition of Approval regarding Radon or Vapor Intrusion from Soil and Groundwater Sources. c) Prior to issuance of any demolition, grading, or building permit, the applicant shall submit for review and approval by the City of Oakland, written verification that the appropriate federal, state or county oversight authorities, including but not limited to the RWQCB and/or the ACDEH, have granted all required clearances and confirmed that the all applicable standards, regulations and conditions for all previous contamination at the site. The applicant also shall provide evidence from the City's Fire Department, Office of Emergency Services, indicating compliance with the Standard Condition of Approval requiring a Site Review by the Fire Services Division pursuant to City Ordinance No. 12323, and compliance with the Standard Condition of Approval requiring a Phase I and/or Phase II Reports.	Ongoing throughout demolition, grading, and construction activities.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	SCA HAZ-2: Hazards Best Management Practices: The project applicant and construction contractor shall ensure Best Management Practices (BMPs) are implemented as part of construction to minimize the potential negative effects to groundwater and soils. These shall include the following: a) Follow manufacture's recommendations on use, storage, and disposal of chemical products used in construction; b) Avoid overtopping construction equipment fuel gas tanks; c) During routine maintenance of construction equipment, properly contain and remove grease and oils; d) Properly dispose of discarded containers of fuels and other chemicals. e) Ensure that construction would not have a significant impact on the environment or pose a substantial health risk to construction workers and the occupants of the proposed development. Soil sampling and chemical analyses of samples shall be performed to determine the extent of potential contamination beneath all USTs, elevator shafts, clarifiers, and subsurface hydraulic lifts when on-site demolition, or construction activities would potentially affect a particular development or building. f) If soil, groundwater or other environmental medium with suspected contamination is encountered unexpectedly during construction activities (e.g., identified by odor or visual staining, or if any underground storage tanks, abandoned drums or other hazardous materials or wastes are encountered), the applicant shall cease work in the vicinity of the suspect material, the area shall be secured as necessary, and the applicant shall take all appropriate measures to protect human health and the environment. Appropriate measures shall include notification of regulatory agency(ies) and implementation of the actions described in the City's Standard Conditions of Approval (and DTSC-approved RAP/RMP for Project area within the OARB), as necessary, to identify the nature and extent of contamination. Work shall not resume in the area(s) affected until the measures have been implemented under the oversight of the City or regulatory agency, as appropriate.	Prior to commencement of demolition, grading, or construction.	City/Port
	SCA HAZ-3: Hazardous Materials Business Plan: The project applicant shall submit a Hazardous Materials Business Plan for review and approval by Fire Prevention Bureau, Hazardous Materials Unit. Once approved this plan shall be kept on file with the City and will be updated as applicable. The purpose of the Hazardous Materials Business Plan is to ensure that employees are adequately trained to handle the materials and provides information to the Fire Services Division should emergency response be required. The Hazardous Materials Business Plan shall include the following: a) The types of hazardous materials or chemicals stored and/or used on site, such as petroleum fuel products, lubricants, solvents, and cleaning fluids.	Prior to issuance of a business license.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	b) The location of such hazardous materials. c) An emergency response plan including employee training information. d) A plan that describes the manner in which these materials are handled, transported and disposed.		
2. Would the project create a significant hazard to the public through the storage or use of acutely hazardous materials near sensitive receptors?	**See above for SCA HAZ-1 and SCA HAZ-2**		
3. Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 (i.e.,the "Cortese List") and, as a result, would create a significant hazard to the public or the environment.	**SCA HAZ-4: Asbestos Removal in Structures:** If asbestos-containing materials (ACM) are found to be present in building materials to be removed, demolished and disposed of, the project applicant shall submit specifications signed by a certified asbestos consultant for the removal, encapsulation, or enclosure of the identified ACM in accordance with all applicable laws and regulations, including but not necessarily limited to: California Code of Regulations, Title 8; Business and Professions Code; Division 3; California Health & Safety Code 25915-25919.7; and Bay Area Air Quality Management District, Regulation 11, Rule 2, as may be amended.	Prior to issuance of a demolition permit.	City/Port
	SCA HAZ-5: Lead-Based Paint/Coatings, Asbestos, or PCB Occurrence Assessment: The project applicant shall submit a comprehensive assessment report to the Fire Prevention Bureau, Hazardous Materials Unit, signed by a qualified environmental professional, documenting the presence or lack thereof of asbestos-containing materials (ACM), lead-based paint, and any other building materials or stored materials classified as hazardous waste by State or federal law.	Prior to issuance of any demolition, grading or building permit	City/Port
	SCA HAZ-6: Lead-based Paint Remediation: If lead-based paint is present, the project applicant shall submit specifications to the Fire Prevention Bureau, Hazardous Materials Unit signed by a certified Lead Supervisor, Project Monitor, or Project Designer for the stabilization and/or removal of the identified lead paint in accordance with all applicable laws and regulations, including but not necessarily limited to: Cal/OSHA's Construction Lead Standard, 8 CCR1532.1 and DHS regulation 17 CCR Sections 35001 through 36100, as may be amended.	Prior to issuance of any demolition, grading or building permit.	City/Port
	SCA HAZ-7: Other Materials Classified as Hazardous Waste: If other materials classified as hazardous waste by State or federal law are present, the project applicant shall submit written confirmation to Fire Prevention Bureau, Hazardous Materials Unit that all State and federal laws and regulations shall be followed when profiling, handling, treating, transporting and/or disposing of such materials.	Prior to issuance of any demolition, grading or building permit.	City/Port
	SCA HAZ-8: Health and Safety Plan per Assessment: If the required lead-based paint/coatings, asbestos, or PCB assessment finds presence of such materials, the project applicant shall create and implement a health and safety plan to protect workers from risks associated with hazardous materials during demolition, renovation of affected structures, and transport and disposal.	Prior to issuance of any demolition, grading or building permit.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	Mitigation 4.7-3: Implement RAP/RMP as approved by DTSC, and if future use proposals include uses not identified in the Reuse Plan and incorporated into the RAP/RMP or if future amendments to the remediation requirements are proposed, obtain DTSC and, as required, City approval.	Prior to issuance of any demolition, grading or building permit; and on-going	City/Port
	Mitigation 4.7-4: For the project areas not covered by the DTSC-approved RAP/RMP, investigate potentially contaminated sites; if contamination is found, assess potential risks to human health and the environment, prepare and implement a clean up plan for DTSC or RWQCB approval, prepare and implement a Risk Management Plan and prepare and implement a Site Health and Safety Plan prior to commencing work. Since implementation of the RAP/RMP approved by DTSC is proposed as part of the project for the OARB, and the RAP/RMP requires remediation to be fully protective of human health and the environment for the proposed future uses of the OARB, no further mitigation is required for the OARB unless either (1) future use proposals include those that were not identified in the Reuse Plan and incorporated into the RAP/RMP or (2) future amendments are proposed to the remediation requirements included in the approved RAP/RMP. In either of these two circumstances, required remediation includes obtaining the DTSC and, as required, City approval, for proposed changes in full conformance with applicable legal requirements including but not limited to the HSAA and CEQA. Specific contaminants and concentrations may vary across the redevelopment project area. Nevertheless, the types of impacts expected, and therefore, the general response actions and approaches to mitigation would be consistent throughout the redevelopment project area. With respect to the OARB and as described in greater detail above, the process across the redevelopment project area would mirror the RAP/RMP process that is already underway at the OARB. With respect to the OARB sub-district, pursuant to HSAA Chapter 6.8, the OBRA has proposed a RAP/RMP. The OBRA's remedial goal is to remediate soil and groundwater contamination consistent with the City of Oakland ULR Program 10^{-5} remedy with appropriate land use restrictions. This RAP/RMP must be approved by DTSC, which has the legal discretion to impose remedies falling within the 10^{-4} and 10^{-6} risk range. For the other sub-districts and areas not included in the DTSC-approved RAP/RMP, prior to beginning redevelopment-related activities, potentially affected areas shall be investigated, potentially including additional studies or site characterization activities, as required by the regulatory agencies (DTSC or RWQCB). Once contaminated areas are identified, potential human health risks from contaminants of concern based upon realistic future land use shall be assessed, health risk-based and environmental risk-based cleanup goals shall be established, and a determination regarding the need for additional site assessment work shall be made. The potential risks associated with affected areas shall be assessed in accordance with regulatory agency guidance and approvals and may result in remediation requirements. Such cleanup plans	Prior to issuance of any demolition, grading or building permit; and on-going	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	shall address each area where soil or groundwater is contaminated above ULR goals could be encountered during redevelopment. The clean up plan, the names of which vary based on the type and source of contamination and the legal framework for the particular oversight agency, shall specify measures to be taken to protect workers and the public from exposure to potential contamination and certify that the proposed remediation measures, including removal, disposal, stabilization and/or institutional controls are protective of human health and the environment and implemented in accordance with federal, state and local requirements. Additionally, a Risk Management Plan may be required by the oversight agency to address site redevelopment activities and operations and provide an enforcement structure to be in place during and post-construction. Finally, a Site Health and Safety Plan shall be prepared in accordance with the OSHA and Cal/OSHA regulations. Off-hauling of contamination shall comply with applicable laws, and construction hours shall be limited as provided for in Mitigation Measure 4.5-1 in order to prevent night-time glare. Additionally, potential odor impact measures, and dust or other nuisance conditions from remediation-related truck traffic is provided for in Mitigation Measure 4.3-13, and safety concerns are addressed in Mitigation Measure 4.9-3.		
	Mitigation 4.7-5: For the project areas not covered by the DTSC-approved RAP/RMP, remediate soil and groundwater contamination consistent with the City of Oakland ULR Program and other applicable laws and regulations.	Prior to issuance of any demolition, grading or building permit; and on-going	City/Port
	Mitigation 4.7-6: Buildings and structures constructed prior to 1978 slated for demolition or renovation that have not previously been evaluated for the presence of LBP shall be sampled to determine whether LBP is present in painted surfaces, and the safety precautions and work practices as specified in government regulations shall be followed during demolition.	Prior to issuance of any demolition, grading or building permit; and on-going	City/Port
	Mitigation 4.7-7: Buildings, structures and utilities that have not been surveyed for ACM, shall be surveyed to determine whether ACM is present prior to demolition or renovation, and the safety precautions and work practices as specified in government regulations shall be followed during demolition.	Prior to issuance of any demolition, grading or building permit; and on-going	City/Port
	Mitigation 4.7-8: Buildings and structures proposed for demolition or renovation shall be surveyed for PCB-impacted building materials, and the safety precautions and work practices as specified in government regulations shall be followed during demolition.	Prior to issuance of any demolition, grading or building permit; and on-going	City/Port
	Mitigation 4.7-9: For above-ground and underground storage tanks (ASTs/USTs) on the OARB, implement the RAP/RMP.	Prior to issuance of any demolition, grading or building permit; and on-going	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	Mitigation 4.7-11: For LBP-impacted ground on the OARB, implementation of RAP/RMP to be approved by DTSC as part of the project will result in avoidance of this potentially significant impact. For the remainder of the development project area, sampling shall be performed on soil or paved areas around buildings that are known or suspected to have LBP, and the safety precautions and work practices specified in government regulations shall be followed.	Prior to issuance of any demolition, grading or building permit; and on-going	City/Port
	Mitigation 4.7-12: The condition of identified ACM shall be assessed annually, and prior to reuse of a building known to contain ACM.	Prior to issuance of any demolition, grading or building permit; and on-going	City/Port
	Mitigation 4.7-13: No future tenancies shall be authorized at the OARB for use categories that are inconsistent with the Reuse Plan without an updated environmental analysis and DTSC approval as provided for in the RAP/RMP.	Pre-operations	City/Port
	Mitigation 4.7-16: Oil-filled electrical equipment in the redevelopment project area that has not been surveyed shall be investigated prior to the equipment being taken out of service to determine whether PCBs are present. Equipment found to contain PCBs should be part of an ongoing monitoring program. Surface and subsurface contamination from any PCB equipment shall be investigated and remediated in compliance with applicable laws and regulations.	Prior to issuance of any demolition, grading or building permit; and on-going during operations	City/Port
	Mitigation 4.7-17: PCB-containing or PCB-contaminated equipment taken out of service shall be handled and disposed in compliance with applicable laws and regulations. Equipment filled with dialectic fluid (oil) including transformers, ballast, etc. containing more than 5 ppm PCBs is considered a hazardous waste in California	Prior to issuance of any demolition, grading or building permit; and on-going during operations	City/Port
4. Would the project fundamentally impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	**See below in Traffic and Transportation for Mitigation Measures 4.3-8, and Mitigation Measure 3.16-15a and 3.16-15b**		
Hydrology and Water Quality			
1. Would the project violate any water	**See above in Hazards and Hazardous Materials section for SCA HAZ-1**		

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
quality standards or waste discharge requirements during in-water construction or encountering shallow groundwater during construction?	**SCA HYD-1: Stormwater Pollution Prevention Plan (SWPPP):** The project applicant must obtain coverage under the General Construction Activity Storm Water Permit (General Construction Permit) issued by the State Water Resources Control Board (SWRCB). The project applicant must file a notice of intent (NOI) with the SWRCB. The project applicant will be required to prepare a stormwater pollution prevention plan (SWPPP) and submit the plan for review and approval by the Building Services Division. At a minimum, the SWPPP shall include a description of construction materials, practices, and equipment storage and maintenance; a list of pollutants likely to contact stormwater; site-specific erosion and sedimentation control practices; a list of provisions to eliminate or reduce discharge of materials to stormwater; Best Management Practices (BMPs), and an inspection and monitoring program. Prior to the issuance of any construction-related permits, the project applicant shall submit to the Building Services Division a copy of the SWPPP and evidence of submittal of the NOI to the SWRCB. Implementation of the SWPPP shall start with the commencement of construction and continue though the completion of the project. After construction is completed, the project applicant shall submit a notice of termination to the SWRCB.	Prior to and ongoing throughout demolition, grading, and/or construction activities.	City/Port
	Mitigation 4.15-1: Prior to in-water construction, the contractor shall prepare a water quality protection plan acceptable to the RWQCB, including site-specific best management practices for protection of Bay waters, and shall implement this plan during construction. BMPs to effectively control turbidity and/or contaminant suspension and migration would be site-specific. They may include, and are not limited to, the following: • Use environmental or clamshell dredges or hydraulic cutterhead dredges designed to reduce release of solids. • Reduce or eliminate overflow of decant water from barges used to transport material. Use silt curtains or other specialized equipment to reduce dispersion of material during dredging and filling operations.	Prior to issuance of any demolition, grading or building permit; and on-going during operations	City/Port
	Mitigation 4.15-2: Contractors and developers shall comply with all permit conditions from the Corps, RWQCB and BCDC. This measure shall be enforced on Contractors by contract specifications.	Prior to issuance of any demolition, grading or building permit; and on-going during operations	City/Port
2. Would the project result in substantial erosion or siltation on- or off-site that would affect the quality of receiving waters?	**See above for SCA HYD-1, SCA GEO-1 (Geology and Soils section) and SCA HAZ-1 (Hazards and Hazardous Materials)**		
3. Would the project result in substantial flooding on- or off-site?	**Mitigation 3.9-1:** Coordinate and consult with EBMUD and if necessary design and build storm drain improvements resulting from increased elevation in the North Gateway area.	Prior to issuance of building permit (or other construction-related permit).	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
4. Would the project create or contribute substantial runoff which would exceed the capacity of existing or planned stormwater drainage systems?	**SCA HYD-2: Post-Construction Stormwater Management Plan:** The applicant shall comply with the requirements of Provision C.3 of the National Pollutant Discharge Elimination System (NPDES) permit issued to the Alameda Countywide Clean Water Program. The applicant shall submit with the application for a building permit (or other construction-related permit) a completed Construction-Permit-Phase Stormwater Supplemental Form to the Building Services Division. The project drawings submitted for the building permit (or other construction-related permit) shall contain a stormwater management plan, for review and approval by the City, to manage stormwater run-off and to limit the discharge of pollutants in stormwater after construction of the project to the maximum extent practicable. a) The post-construction stormwater management plan shall include and identify the following: i. All proposed impervious surface on the site; ii. Anticipated directional flows of on-site stormwater runoff; and iii. Site design measures to reduce the amount of impervious surface area and directly connected impervious surfaces; and iv. Source control measures to limit the potential for stormwater pollution; v. Stormwater treatment measures to remove pollutants from stormwater runoff; and vi. Hydromodification management measures so that post-project stormwater runoff does not exceed the flow and duration of pre-project runoff, if required under the NPDES permit. b) The following additional information shall be submitted with the post-construction stormwater management plan: i. Detailed hydraulic sizing calculations for each stormwater treatment measure proposed; and ii. Pollutant removal information demonstrating that any proposed manufactured/mechanical (i.e., non-landscape-based) stormwater treatment measure, when not used in combination with a landscape-based treatment measure, is capable or removing the range of pollutants typically removed by landscape-based treatment measures and/or the range of pollutants expected to be generated by the project. All proposed stormwater treatment measures shall incorporate appropriate planting materials for stormwater treatment (for landscape-based treatment measures) and shall be designed with considerations for vector/mosquito control. Proposed planting materials for all proposed landscape-based stormwater treatment measures shall be included on the landscape and irrigation plan for the project. The applicant is not required to include on-site stormwater treatment measures in the post-construction stormwater management plan if he or she secures approval from Planning and Zoning of a proposal that demonstrates compliance with the requirements of the City's Alternative Compliance Program.	Prior to issuance of building permit (or other construction-related permit). Prior to final permit inspection, the applicant shall also implement the approved stormwater management plan.	City/Port
	SCA HYD-3: Maintenance Agreement for Stormwater Treatment Measures: For projects incorporating stormwater treatment measures, the applicant shall enter into the "Standard City of	Prior to final zoning	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	Oakland Stormwater Treatment Measures Maintenance Agreement," in accordance with Provision C.3.e of the NPDES permit, which provides, in part, for the following: i. The applicant accepting responsibility for the adequate installation/construction, operation, maintenance, inspection, and reporting of any on-site stormwater treatment measures being incorporated into the project until the responsibility is legally transferred to another entity; and Legal access to the on-site stormwater treatment measures for representatives of the City, the local vector control district, and staff of the Regional Water Quality Control Board, San Francisco Region, for the purpose of verifying the implementation, operation, and maintenance of the on-site stormwater treatment measures and to take corrective action if necessary. The agreement shall be recorded at the County Recorder's Office at the applicant's expense.	inspection.	
	SCA HYD-4: Stormwater and Sewer: Confirmation of the capacity of the City's surrounding stormwater and sanitary sewer system and state of repair shall be completed by a qualified civil engineer with funding from the project applicant. The project applicant shall be responsible for the necessary stormwater and sanitary sewer infrastructure improvements to accommodate the proposed project. In addition, the applicant shall be required to pay additional fees to improve sanitary sewer infrastructure if required by the Sewer and Stormwater Division. Improvements to the existing sanitary sewer collection system shall specifically include, but are not limited to, mechanisms to control or minimize increases in infiltration/inflow to offset sanitary sewer increases associated with the proposed project. To the maximum extent practicable, the applicant will be required to implement Best Management Practices to reduce the peak stormwater runoff from the project site. Additionally, the project applicant shall be responsible for payment of the required installation or hook-up fees to the affected service providers.	Prior to completing the final design for the project's sewer service.	City/Port
5. Would the project create or contribute substantial runoff which would be an additional source of polluted runoff?	**See above for SCA HYD-1 through SCA HYD-3 and SCA GEO-1 (Geology and Soils section)**		
	Mitigation 4.15-5: Post-construction controls of stormwater shall be incorporated into the design of new redevelopment elements to reduce pollutant loads. NPDES permitting requires that BMPs to control post-construction stormwater be implemented to the maximum extent practicable. Analysis of anticipated runoff volumes and potential effects to receiving water quality from stormwater shall be made for specific redevelopment elements, and site-specific BMPs shall be incorporated into design. BMPs shall be incorporated such that runoff volume from 85 percent of average annual rainfall at a development site is pre-treated prior to its discharge from that site, or a pre-treated volume in compliance with RWQCB policy in effect at the time of design. Non-structural BMPs may include and are not limited to good housekeeping and other source control measures, such as the following: • Stencil catch basins and inlets to inform the public they are connected to the Bay;	Prior to issuance of building permit (or other construction-related permit).	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	• Sweep streets on a regular schedule; • Use and dispose of paints, solvents, pesticides, and other chemicals properly; • Keep debris bins covered; and • Clean storm drain catch basins and properly dispose of sediment. Structural BMPs may include and are not limited to the following: • Minimize impervious areas directly connected to storm sewers; • Include drainage system elements in design as appropriate such as: o infiltration basins o detention/retention basins o vegetated swales (biofilters) o curb/drop inlet protection.		
6. Would the project otherwise substantially degrade water quality? Would the project cause saltwater to intrude into shallow groundwater, cause contaminants to migrate to uncontaminated groundwater, or lead to degradation of surface water quality?	**Mitigation 4.14-1**: Installation of groundwater extraction wells into the shallow water-bearing zone or Merritt Sand aquifer for any purpose other than construction de-watering and remediation, including monitoring, shall be prohibited. Implementation of this measure would prevent saltwater from being drawn into the aquifer and potentially causing fresh water to become brackish or saline. Limiting extraction of shallow groundwater and groundwater from the Merritt Sand unit will prevent potential impacts to existing study area groundwater resources.	Prior to issuance of building permit (or other construction-related permit); and during operations.	City/Port
	Mitigation 4.14-2: Extraction of groundwater for construction de-watering or remediation, including monitoring, shall be minimized where practicable; if extraction will penetrate into the deeper aquifers, than a study shall be conducted to determine whether contaminants of concern could migrate into the aquifer; if so, extraction shall be prohibited in that location. Implementation of this measure would prevent unnecessary extraction of groundwater and prohibit its extraction where contaminants of concern could migrate into deeper aquifers; therefore it will help avoid or reduce the potential migration of contaminants. The City and Port shall ensure that groundwater extraction, other than for remediation or construction dewatering, is minimized where practicable in the redevelopment project area.	Prior to issuance of building permit (or other construction-related permit); and during operations.	City/Port
	Mitigation 4.15-6: Site-specific design and best management practices shall be implemented to prevent runoff of recycled water to receiving waters. Design of subsequent redevelopment activities shall ensure recycled water does not leave the site and enter receiving waters. Best management practices shall be implemented to prevent runoff of recycled water. These BMPs may be either structural or non-structural in nature and may include	Prior to issuance of building permit (or other construction-related permit).	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	but are not limited to the following: • Preventing recycled water from escaping designated use areas through the use of: o berms o detention/retention basins o vegetated swales (biofilters) • Not allowing recycled water to be applied to irrigation areas when soils are saturated. Plumbing portions of irrigation systems adjacent to receiving waters with potable water.		
7. Would the project place housing, structures within a 100-year flood hazard area, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map, that would impede or redirect flood flows; or would the project expose people or structures to a substantial risk of loss, injury or death involving flooding?	**Recommended Measure (not required by CEQA):** The Project Sponsor should prepare a Sea Level Rise Adaptation Plan for City of Oakland for review and approval.	Prior to approval of PUD.	City/Port
8. Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course, or increasing the rate or amount of flow, of a creek, river or stream in a manner that would result in substantial erosion, siltation, or flooding, both on- or off-site?	**See above for Mitigation Measure 4.15-5, SCA HYD-1 through SCA HYD-3 and SCA GEO-1 (Geology and Soils section)**		
Noise			
1. Would the project generate noise in violation of the City of Oakland Noise Ordinance (Oakland Planning Code section 17.120.050) regarding construction noise, except if an acoustical analysis is performed that identifies recommend measures to reduce potential impacts?	**SCA NOI-1: Days/Hours of Construction Operation:** The project applicant shall require construction contractors to limit standard construction activities as follows: a) Construction activities are limited to between 7:00 a.m. and 7:00 p.m. Monday through Saturday, except that barging and unloading of soil shall be allowed 24 hours per day, 7 days per week for about 15 months. b) Any construction activity proposed to occur outside of the standard hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday for special activities (such as concrete pouring which may require more continuous amounts of time) shall be evaluated on a case by case basis, with criteria including the proximity of residential uses and a consideration of resident's preferences	Ongoing throughout demolition, grading, and/or construction.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	for whether the activity is acceptable if the overall duration of construction is shortened and such construction activities shall only be allowed with the prior written authorization of the Building Services Division. The project applicant shall also submit an air quality report prepared by a qualified professional evaluating the air quality impacts of the special activities, if the duration of each activity exceeds 6 months. c) No construction activity shall take place on Sundays or Federal holidays, except as noted above. d) Construction activities include but are not limited to: truck idling, moving equipment (including trucks, elevators, etc) or materials, deliveries, and construction meetings held on-site in a non-enclosed area. **e)** Applicant shall use temporary power poles instead of generators where feasible.		
	SCA NOI-2: Noise Control: To reduce noise impacts due to construction, the project applicant shall require construction contractors to implement a site-specific noise reduction program, subject to the Planning and Zoning Division and the Building Services Division review and approval, which includes the following measures: a) Equipment and trucks used for project construction shall utilize the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures and acoustically-attenuating shields or shrouds, wherever feasible). b) Except as provided herein, Impact tools (e.g., jack hammers, pavement breakers, and rock drills) used for project construction shall be hydraulically or electrically powered to avoid noise associated with compressed air exhaust from pneumatically powered tools. However, where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used; this muffler can lower noise levels from the exhaust by up to about 10 dBA. External jackets on the tools themselves shall be used, if such jackets are commercially available and this could achieve a reduction of 5 dBA. Quieter procedures shall be used, such as drills rather than impact equipment, whenever such procedures are available and consistent with construction procedures. c) Stationary noise sources shall be located as far from adjacent receptors as possible, and they shall be muffled and enclosed within temporary sheds, incorporate insulation barriers, or use other measures as determined by the City to provide equivalent noise reduction. The noisiest phases of construction shall be limited to less than 10 days at a time. Exceptions may be allowed if the City determines an extension is necessary and all available noise reduction controls are implemented.	Ongoing throughout demolition, grading, and/or construction.	City/Port
	SCA NOI-3: Noise Complaint Procedures: Prior to the issuance of each building permit, along with the submission of construction documents, the project applicant shall submit to the Building Services Division a list of measures to respond to and track complaints pertaining to construction	Ongoing throughout demolition, grading, and/or construction.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	noise. These measures shall include: a) A procedure and phone numbers for notifying the Building Services Division staff and Oakland Police Department; (during regular construction hours and off-hours); b) A sign posted on-site pertaining with permitted construction days and hours and complaint procedures and who to notify in the event of a problem. The sign shall also include a listing of both the City and construction contractor's telephone numbers (during regular construction hours and off-hours); c) The designation of an on-site construction complaint and enforcement manager for the project; d) Notification of neighbors and occupants within 300 feet of the project construction area at least 30 days in advance of extreme noise generating activities about the estimated duration of the activity; and e) A preconstruction meeting shall be held with the job inspectors and the general contractor/on-site project manager to confirm that noise measures and practices (including construction hours, neighborhood notification, posted signs, etc.) are completed.		
	SCA NOI-6: Pile Driving and Other Extreme Noise Generators: To further reduce potential pier drilling, pile driving and/or other extreme noise generating construction impacts greater than 90dBA, a set of site-specific noise attenuation measures shall be completed under the supervision of a qualified acoustical consultant. Prior to commencing construction, a plan for such measures shall be submitted for review and approval by the Planning and Zoning Division and the Building Services Division to ensure that maximum feasible noise attenuation will be achieved. This plan shall be based on the final design of the project. A third-party peer review, paid for by the project applicant, may be required to assist the City in evaluating the feasibility and effectiveness of the noise reduction plan submitted by the project applicant. The criterion for approving the plan shall be a determination that maximum feasible noise attenuation will be achieved. A special inspection deposit is required to ensure compliance with the noise reduction plan. The amount of the deposit shall be determined by the Building Official, and the deposit shall be submitted by the project applicant concurrent with submittal of the noise reduction plan. The noise reduction plan shall include, but not be limited to, an evaluation of implementing the following measures. These attenuation measures shall include as many of the following control strategies as applicable to the site and construction activity: a) Erect temporary plywood noise barriers around the construction site, particularly along on sites adjacent to residential buildings; b) Implement "quiet" pile driving technology (such as pre-drilling of piles, the use of more than one pile driver to shorten the total pile driving duration), where feasible, in consideration of geotechnical and structural requirements and conditions; c) Utilize noise control blankets on the building structure as the building is erected to reduce	Ongoing throughout demolition, grading, and/or construction.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	noise emission from the site; d) Evaluate the feasibility of noise control at the receivers by temporarily improving the noise reduction capability of adjacent buildings by the use of sound blankets for example and implement such measure if such measures are feasible and would noticeably reduce noise impacts; and e) Monitor the effectiveness of noise attenuation measures by taking noise measurements.		
2. Would the project generate noise in violation of the City of Oakland nuisance standards (Oakland Municipal Code section 8.18.020) regarding persistent construction-related noise?	**See above for SCA NOI-1, SCA NOI-2, SCA NOI-3, and SCA NOI-6**		
3. Would the project generate noise in violation of the City of Oakland Noise Ordinance (Oakland Planning Code section 17.120.050) regarding operational noise?	**SCA NOI-4: Interior Noise:** If necessary to comply with the interior noise requirements of the City of Oakland's General Plan Noise Element and achieve an acceptable interior noise level, noise reduction in the form of sound-rated assemblies (i.e., windows, exterior doors, and walls), and/or other appropriate features/measures, shall be incorporated into project building design, based upon recommendations of a qualified acoustical engineer and submitted to the Building Services Division for review and approval prior to issuance of building permit. Final recommendations for sound-rated assemblies, and/or other appropriate features/measures, will depend on the specific building designs and layout of buildings on the site and shall be determined during the design phases. Written confirmation by the acoustical consultant, HVAC or HERS specialist, shall be submitted for City review and approval, prior to Certificate of Occupancy (or equivalent) that: a) Quality control was exercised during construction to ensure all air-gaps and penetrations of the building shell are controlled and sealed; and b) Demonstrates compliance with interior noise standards based upon performance testing of a sample unit. c) Inclusion of a Statement of Disclosure Notice in the CC&R's on the lease or title to all new tenants or owners of the units acknowledging the noise generating activity and the single event noise occurrences. Potential features/measures to reduce interior noise could include, but are not limited to, the following: i) Installation of an alternative form of ventilation in all units identified in the acoustical analysis as not being able to meet the interior noise requirements due to adjacency to a noise generating activity, filtration of ambient make-up air in each unit and analysis of ventilation noise if ventilation is included in the recommendations by the acoustical analysis. ii) Prohibition of Z-duct construction.	Prior to issuance of a building permit and Certificate of Occupancy.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	SCA NOI-5: Operational Noise-General: Noise levels from the activity, property, or any mechanical equipment on site shall comply with the performance standards of Section 17.120 of the Oakland Planning Code and Section 8.18 of the Oakland Municipal Code. If noise levels exceed these standards, the activity causing the noise shall be abated until appropriate noise reduction measures have been installed and compliance verified by the Planning and Zoning Division and Building Services.	Ongoing	City/Port
4. Would the project generate noise resulting in a 5 dBA permanent increase in ambient noise levels in the project vicinity above levels existing without the project; or, if under a cumulative scenario where the cumulative increase results in a 5 dBA permanent increase in ambient noise levels in the project vicinity without the project (i.e., the cumulative condition including the project compared to the existing conditions) and a 3 dBA permanent increase is attributable to the project (i.e., the cumulative condition including the project compared to the cumulative baseline condition without the project)?	**See above for SCA NOI-4 and NOI-5**		
5. Would the project be exposed to a community noise in conflict with the land use compatibility guidelines of the Oakland General Plan after incorporation of all applicable Standard Conditions of Approval?	**See above for SCA NOI-4 and NOI-5**		
6. Would the project expose persons to or generate noise levels in excess of applicable standards established by a regulatory agency (e.g., occupational noise standards of OSHA)?	**See above for SCA NOI-5**		
7. Would the project, during either project construction or project	**See above for SCA NOI-1, SCA NOI-2, SCA NOI-3, and SCA NOI-6**		

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
operation, expose persons to or generate groundborne vibration that exceeds the criteria established by the Federal Transit Administration (FTA)?			
Public Services			
~~1.~~ Would the project result in increased demand for fire protection services and first responder medical emergency services?	**SCA PSU-1: Underground Utilities:** The project applicant shall submit plans for review and approval by the Building Services Division and the Public Works Agency, and other relevant agencies as appropriate that show all fire alarm conduits and similar facilities placed underground. The new facilities shall be placed underground along the project applicant's street frontage and from the project applicant's structures to the point of service. The plans shall show all fire water service and fire alarm facilities installed in accordance with standard specifications of the serving utilities.	Prior to issuance of a building permit.	City/Port
	SCA PSU-2: Fire Safety Phasing Plan: The project applicant shall submit a separate fire safety phasing plan to the Planning and Zoning Division and Fire Services Division for their review and approval. The fire safety plan shall include all of the fire safety features incorporated into the project and the schedule for implementation of the features. Fire Services Division may require changes to the plan or may reject the plan if it does not adequately address fire hazards associated with the project as a whole or the individual phase.	Prior to issuance of a demolition, grading, and/or construction and concurrent with any p-job submittal permit.	City/Port
	Mitigation 4.9-1. The City and Port shall cooperatively investigate the need for, and if required shall fund on a fair-share basis, development and operation of increased firefighting and medical emergency response services via fireboat to serve the OARB sub-district. The City and Port of Oakland will each contribute a fair share toward cooperatively investigating the need for increased firefighting and emergency response services to serve the redevelopment area west of I-880. This investigation shall include consultation with the OES and OFD. Should this investigation conclude, based on detailed redevelopment design, that increased fireboat services are required, the Port and the City shall each fund its fair share to equip and staff fireboat-based services in the OARB sub-district. In addition, as subsequent redevelopment activities occur, the City and Port shall be allowed to develop fee formulae (to recoup initial investment from future development or tenants), as well as a long-term cost-sharing formula (to equitably distribute the cost of continuing operations). The fire facility will be constructed after basic underground infrastructure is constructed, and before any people-attracting subsequent redevelopment activities begin operations.	Pre-operations; at time Port and Gateway development area employees exceed 2,044 (1995 baseline)	City/Port
	Mitigation 4.9-2: The Port and City shall work with OES to ensure changes in local area circulation	Pre-construction	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	are reflected in the revised Response Concept. The Port and City would provide information to the OES to facilitate that agency's accurate revision of its Response Concept and Annex H. In particular, the City and Port would provide OES information regarding new and proposed project area development, intensification and changes in land uses, realignment of area roadways, and construction of new local circulation facilities.		
	Mitigation 4.9-3: The Port and City shall require developers within their respective jurisdictions to notify OES of their plans in advance of construction or remediation activities. Each developer proposing construction in the redevelopment project area would be required to notify OES prior to initiation of construction, so that OES may plan emergency access and egress taking into consideration possible conflicts or interference during the construction phase. The developer would also be required to notify OES once construction is complete.	Pre-construction	City/Port
Traffic and Transportation			
Project Impacts 1. At a study, signalized intersection which is located outside the Downtown area, would the Project cause the level of service (LOS) to degrade to worse than LOS D (i.e., LOS E)?	**Mitigation Measure 3.16-1:** ***7th Street & I-880 Northbound Off-Ramp (#12)***[4]**.** The project sponsor shall fund, prepare, and install the approved plans and improvements: • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the PM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit the following to City of Oakland's Transportation Engineering Division and Caltrans for review and approval: • Plans, Specifications, and Estimates (PS&E) to modify the intersection. All elements shall be designed to City standards in effect at the time of construction and all new or upgraded signals should include these enhancements. All other facilities supporting vehicle travel and alternative modes through the intersection should be brought up to both City standards and ADA standards (according to Federal and State Access Board guidelines) at the time of construction. Current City Standards call for the elements listed below: • 2070L Type Controller • GPS communication (clock) • Accessible pedestrian crosswalks according to Federal and State Access Board guidelines • City Standard ADA wheelchair ramps	At issuance of first Certificate of Occupancy (CO)	City/Port

[4] The numbers appearing after the location of the intersection listed refer to Figure 3.16-1 in the IS/Addendum that illustrates the study intersections.

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	• Full actuation (video detection, pedestrian push buttons, bicycle detection) • Accessible Pedestrian Signals, audible and tactile according to Federal Access Board guidelines • Countdown Pedestrian Signals • Signal interconnect and communication to City Traffic Management Center for corridors identified in the City's ITS Master Plan for a maximum of 600 feet • Signal timing plans for the signals in the coordination group.		
	Mitigation Measure 3.16-2: ***San Pablo Ave & Ashby Avenue (#42).*** To implement this measure, the Project Sponsor shall coordinate with City of Berkeley and Caltrans, and shall fund, prepare, and install the improvements consistent with City of Berkeley and/or Caltrans standards. • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the PM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group.	At issuance of first Certificate of Occupancy (CO)	City/Port
2. At two intersections, the project would cause (a) the total intersection average vehicle delay to increase by two (2) or more seconds, or (b) an increase in average delay for any of the critical movements of four (4) seconds or more; or (c) the volume-to-capacity ("V/C") ratio exceeds 0.03 or more (<u>but only if the delay values are greater than 120 seconds of average intersection delay as delay values over 120 seconds tend to increase exponentially and are then generally considered unreliable</u>).	**Mitigation Measure 3.16-3:** ***7th Street & Harrison Street (#18).*** To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the PM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. The project sponsor shall fund, prepare, and install the approved plans and improvements.	At issuance of first Certificate of Occupancy (CO)	City/Port
	Mitigation Measure 3.16-4: ***12th Street & Castro Street (#29).*** To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the PM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. The project sponsor shall fund, prepare, and install the approved plans and improvements.	At issuance of first Certificate of Occupancy (CO)	City/Port
3. Redevelopment would cause some roadway segments on the Congestion Management Program (CMP) to a) degrade to LOS F; or b) increase the	**<u>SCA TRANS-1: Parking and Transportation Demand Management:</u>** The project sponsor shall pay for and submit for review and approval by the City a Transportation Demand Management (TDM) plan containing strategies to:	<u>For construction:</u> Prior to issuance of first permit related to construction (e.g.,	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
V/C ratio by more than three percent for a roadway segment that would operate at LOS F without the project.	1. Reduce the amount of traffic generated by new development and the expansion of existing development, pursuant to the City's police power and necessary in order to protect the public health, safety and welfare. 2. Ensure that expected increases in traffic resulting from growth in employment and housing opportunities in the City of Oakland will be adequately mitigated. 3. Reduce drive-alone commute trips during peak traffic periods by using a combination of services, incentives, and facilities. 4. Promote more efficient use of existing transportation facilities and ensure that new developments are designed in ways to maximize the potential for alternative transportation usage. Establish an ongoing monitoring and enforcement program to ensure that the desired alternative mode use percentages are achieved. The project sponsor shall implement the approved TDM plan. The TDM plan shall include strategies to increase pedestrian, bicycle, transit, and carpool/vanpool use. All four modes of travel shall be considered, and parking management and parking reduction strategies should be included. Actions to consider include the following: a) Inclusion of additional long term and short term bicycle parking that meets the design standards set forth in chapter five of the Bicycle Master Plan, and Bicycle Parking Ordinance, and shower and locker facilities in commercial developments that exceed the requirement. b Construction of and/or access to bikeways per the Bicycle Master Plan; construction of priority bikeways, onsite signage and bike lane striping. c) Installation of safety elements per the Pedestrian Master Plan (such as cross walk striping, curb ramps, count down signals, bulb outs, etc.) to encourage convenient and safe crossing at arterials. d) Installation of amenities such as lighting, street trees, trash receptacles per the Pedestrian Master Plan and any applicable streetscape plan. e) Construction and development of transit stops/shelters, pedestrian access, way finding signage, and lighting around transit stops per transit agency plans or negotiated improvements. f) Direct onsite sales of transit passes purchased and sold at a bulk group rate (through programs such as AC Transit Easy Pass or a similar program through another transit agency). g) Employees or residents can be provided with a subsidy, determined by the project sponsor and subject to review by the City, if the employees or residents use transit or commute by other alternative modes. h) Provision of ongoing contribution to AC Transit service to the area between the development and nearest mass transit station. If that is not available, an ongoing contribution to an existing area shuttle service between the development and nearest mass transit station. The last option is	demolition, grading, etc.) For operation: Prior to issuance of a final building permit	

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	establishment of a new shuttle service between the development and nearest mass transit station may be developed. The contribution required for the service (any option) will be based on the cost of the last option. i) Guaranteed ride home program for employees, either through 511.org or through separate program. j) Pre-tax commuter benefits (commuter checks) for employees. k) Free designated parking spaces for on-site car-sharing program (such as City Car Share, Zip Car, etc.) and/or car-share membership for employees or tenants. l) On-site carpooling and/or vanpool program that includes preferential (discounted or free) parking for carpools and vanpools. m) Distribution of information concerning alternative transportation options. n) Parking spaces sold/leased separately for residential units. Charge employees for parking, or provide a cash incentive or transit pass alternative to a free parking space in commercial properties. o) Parking management strategies; including attendant/valet parking and shared parking spaces. p) Requiring tenants to provide opportunities and the ability to work off-site. q) Allow employees or residents to adjust their work schedule in order to complete the basic work requirement of five eight-hour workdays by adjusting their schedule to reduce vehicle trips to the worksite. r) Provide or require tenants to provide employees with staggered work hours involving a shift in the set work hours of all employees at the workplace or flexible work hours involving individually determined work hours. The project sponsor shall submit an annual compliance report for review and approval by the City. This report will be reviewed either by City staff (or a peer review consultant, chosen by the City and paid for by the project sponsor). If timely reports are not submitted, the reports indicate a failure to achieve the stated policy goals, or the required alternative mode split is still not achieved, staff will work with the project sponsor to find ways to meet their commitments and achieve trip reduction goals. If the issues cannot be resolved, the matter may be referred to the Planning Commission for resolution. Project sponsors shall be required, as a condition of approval, to reimburse the City for costs incurred in maintaining and enforcing the trip reduction program for the approved project.		
	Mitigation 4.3-4: The City and Port, in consultation with transit agencies, shall jointly create and maintain a transit access plan(s) for the redevelopment project area designed to reduce demand for single-occupant, peak hour trips, and to increase access to transit opportunities. Major project area developers shall fund on a fair share basis the plan(s). The Transit Access Plan shall be funded on a fair-share basis by major project area developers, defined as developers of more than 20,000 square feet of employment-generating space, or developers who would generate more than 100 job opportunities.	Pre-operations	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	The City shall establish a Transportation Enhancement Association or other similar funding mechanism whereby developers will contribute their fair share to the Transit Access Plan. The plan shall include transportation demand management strategies designed to reduce peak hour trip generation, including but not limited to the following: • Fund a transit coordinator to assist employers and employees in the project area; • Transit user subsidies including the bulk purchase of transit passes; • Implementation of a parking cash-out program. A parking cash-out program is an employer-funded program in which an employer offers to provide a cash allowance to an employee equivalent to the parking subsidy that the employer would otherwise pay to provide the employee with a parking space. The ACCMA estimates that such programs reduce employee commute traffic by five percent from previous non-monetary incentive-based programs and reduced parking utilization by an estimated three percent; • Flex-time schedules; • Telecommuting; • Utilization of site design standards that would benefit transit, pedestrians, and bicyclists; • Preferential parking for carpools and vanpools; • Rideshare matching programs; • Guaranteed Ride Home program (provides carpool and vanpool participants with a vehicle in an emergency or if they cannot leave at their usual times; and • Funding for City and/or Port monitoring of the programs. The plan shall include strategies designed to promote transit use and increase availability of transit opportunities within the project area, including, but not limited to the following: • Coordination with AC Transit to provide expanded bus service with no greater than 30 minute peak commute hour headways to major employment centers. • Coordination with BART to provide shuttle service with no greater than 15 minute peak commute hour headways between the West Oakland BART station and major employment centers • Provision of employer incentives to use alternative transit modes, such as "Flash" passes or transit reimbursements These measures shall be coordinated with BAAQMD and CAP Transportation Control Measures (TCMs) implemented under Mitigation Measure 4.4-5. The Transit Access Plan shall be funded at a level that would enable the goal of a 15 percent reduction in single-occupancy, peak hour ridership.		

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
4. The project would directly or indirectly cause or expose roadway users to a permanent and substantial transportation hazard due to a new or existing physical design feature or incompatible uses?	**Mitigation 4.3-5:** Redevelopment elements shall be designed in accordance with standard design practice and shall be subject to review and approval of the City or Port design engineer. Through design review, the City and/or Port, as applicable, shall ensure the design of roadways, bicycle and pedestrian facilities, parking lots, and other transportation features comply with design standards and disallow design proposals that likely to result in traffic hazards. Any mitigation or redevelopment features that may directly affect Caltrans facilities shall be submitted for review by that agency.	Prior to approval of PUD.	City/Port
	Mitigation 4.3-7: The City and the Port shall continue and shall work together to create a truck management plan designed to reduce the effects of transport trucks on local streets. The City and Port shall fund on a fair share basis, implementation of this plan. The truck management plan may include, and is not limited to, the following elements: • Analyze truck traffic in West Oakland; • Traffic calming strategies on streets not designated as truck routes designed to discourage truck through travel; • Truck driver education programs; • Expanded signage, including truck prohibitions on streets not designated as truck routes; • Traffic signal timing improvements; • Explore the feasibility of truck access to Frontage Road; • Roadway and terminal gate design elements to prevent truck queues from impeding the flow of traffic on public streets; and • Continue Port funding of two police officers to enforce truck traffic prohibitions on local streets.	Prior to issuance of a final building permit	City/Port
	Mitigation 4.3-8: Provide an emergency service program and emergency evacuation plan using waterborne vessels. The City shall provide emergency access to the OARB sub-district by vessel. The area is currently served by fire boat out of the Jack London Square Fire Station. The City may elect to equip that fire boat with first response medical emergency personnel as well as limited hazardous materials response personnel and equipment (see also Mitigation Measure 4.9-1). Major developers shall fund these improvements on a fair share basis.	Pre-operations; at time Port and Gateway development area employees exceed 2,044 (1995 baseline)	City/Port
	<u>With regard to Maritime Street between 7th Street and West Grand Avenue:</u> **Mitigation Measure 3.16-5**: The City shall provide a shoulder with a minimum width of 8 feet on the west side of Maritime Street to accommodate queuing trucks and minimize intrusion onto the southbound travel lane. **Mitigation Measure 3.16-6**: The City shall provide a 9-foot wide area along the entire west side of	Prior to approval of the PUD	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	Maritime Street in this area to accommodate a sidewalk and utilities; exact dimensions of these elements will be determined by the City's Transportation and Infrastructure Divisions during the PUD process. **Mitigation Measure 3.16-7**: The City shall provide an 18-foot wide area along the entire east side of Maritime Street in this area to accommodate a Class 1 bicycle path and utilities; exact dimensions of these elements will be determined by the City's Transportation and Infrastructure Divisions during the PUD process.		
	With regard toNorth Maritime (formerly Wake Avenue): **Mitigation Measure 3.16-8**: The City shall provide 2 travel lanes in each direction in this area with shoulders on each side for bicycle lanes. The exact dimensions of these elements will be determined by the City's Transportation and Infrastructure Divisions during the PUD process.	Prior to approval of the PUD	City/Port
	With regard to Burma Road between Maritime Street and West Oakland (Burma East): **Mitigation Measure 3.16-9**: The City shall provide a 9-foot wide area along the entire north side of Burma Street in this area to accommodate utilities and a sidewalk; bicycles will be accommodated on the shoulder; exact dimensions of these elements will be determined by the City's Transportation and Infrastructure Divisions during the PUD process.	Prior to approval of the PUD	City/Port
	Mitigation Measure 3.16-10: The City shall provide a 7-foot wide area along the entire south side of Burma Street in this area to accommodate utilities; bicycles will be accommodated on the shoulder; exact dimensions of these elements will be determined by the City's Transportation and Infrastructure Divisions during the PUD process.	Prior to approval of the PUD	City/Port
	With regard to Burma Road between Maritime Street and Railroad Tracks (Burma West): **Mitigation Measure 3.16-11**: The City shall provide a 9-foot wide area along the entire south side of Burma Street in this area to accommodate utilities and a sidewalk; bicycles will be accommodated on the shoulder; exact dimensions of these elements will be determined by the City's Transportation and Infrastructure Divisions during the PUD process. **Mitigation Measure 3.16-12**: The City shall provide a 20-foot wide area along the entire north side of Burma Street in this area to accommodate utilities and a Class 1 bicycle path; exact dimensions of these elements will be determined by the City's Transportation and Infrastructure Divisions during the PUD process.	Prior to approval of the PUD	City/Port
	With regard to Burma Road between Railroad Tracks and Gateway Park (Burma Far West):	Prior to approval of the PUD	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	Mitigation Measure 3.16-13: The City shall provide an 8-foot wide area along the entire south side of Burma Street in this area to accommodate utilities and a sidewalk; bicycles will be accommodated on the shoulder with a Class 2 bicycle lane; exact dimensions of these elements will be determined by the City's Transportation and Infrastructure Divisions during the PUD process.		
	Mitigation Measure 3.16-14: The City shall provide a shoulder along the entire north side of Burma Street in this area to accommodate bicycles with a Class 2 bicycle lane; exact dimensions of these elements will be determined by the City's Transportation and Infrastructure Divisions during the PUD process.	Prior to approval of the PUD	City/Port
	With regard to Emergency Access: **Mitigation Measure 3.16-15a:** The Project Sponsor shall develop, in consultation and coordination with adjacent property owners, including EBMUD, an emergency response plan for the 2012 Army Base Project, which addresses emergency ingress/egress. **Mitigation Measure 3.16-15b:** The Project Sponsor shall include in the design of West Burma Road turn-outs and turn-arounds at the appropriate locations and dimensions as required by the Fire Department, in order to allow for appropriate ingress and egress of emergency vehicles.	For MM 3.15-15a: at the time of issuance of the first Certificate of Occupancy (CO); For MM 3.15-15b: prior to approval of the PUD	City/Port
5. Project would directly or indirectly result in a permanent substantial decrease in pedestrian safety.	**See above for Mitigation Measures 4.3-5**		
6. Project would directly or indirectly result in a permanent substantial decrease in bicyclist safety.	**See above for Mitigation Measures 4.3-5 and new Mitigation Measures 3.16-5 through 3.16-15a and 3.16-15b**		
7. Project would generate substantial multi-modal traffic traveling across at-grade railroad crossings that cause or expose roadway users to a permanent and substantial transportation hazard?	**See above for Mitigation Measures 4.3-5 and 4.3-7**		
	SCA TRANS-3: Railroad Crossings: Any proposed new or relocated railroad crossing improvements must be coordinated with California Public Utility Commission (CPUC) and affected railroads and all necessary permits/approvals obtained, including a GO 88-B Request (Authorization to Alter Highway Rail Crossings), if applicable. Appropriate safety-related design features and measures should be incorporated, including without limitation: a) Installation of grade separations at crossings, i.e., physically separating roads and railroad tracks by constructing overpasses or underpasses.	Action required prior to railroad crossing construction	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	b) Improvements to warning devices at existing highway rail crossings that are impacted by project traffic. c) Installation of additional warning signage. d) Improvements to traffic signaling at intersections adjacent to crossings, e.g., signal preemption. e) Installation of median separation to prevent vehicles from driving around railroad crossing gates. f) Where soundwalls, landscaping, buildings, etc. would be installed near crossings, maintaining the visibility of warning devices and approaching trains. g) Prohibition of parking within 100 feet of the crossings to improve the visibility of warning devices and approaching trains. h) Construction of pull-out lanes for buses and vehicles transporting hazardous materials. i) Installation of vandal-resistant fencing or walls to limit the access of pedestrians onto the railroad right-of-way. j) Elimination of driveways near crossings. k) Increased enforcement of traffic laws at crossings. l) Rail safety awareness programs to educate the public about the hazards of highway-rail grade crossings.		
	Mitigation Measure 3.16-16: a. Redesign the Engineers Road to intersect the EBMUD driveway at least 100 feet north of the at-grade rail crossing or configure an internal circulation plan that prohibits turns from Engineers Road onto Wake Avenue. b. Provide a high visibility crosswalk with pedestrian crossing signs at the pedestrian crossing just west of the rail crossing on West Burma Road. c. Paint "KEEP CLEAR" on West Burma Road for westbound vehicles at the Truck Services driveway. d. Unless approved otherwise by the California Public Utility Commission (CPUC), construct all rail crossings at a minimum street-crossing angle of 45 degrees consistent with Institute of Transportation Engineers recommendations, 90 degrees is preferred for cross-traffic safety.	At the time of issuance of the first Certificate of Occupancy (CO)	City/Port
	Recommended Measures (not required by CEQA): • The Project Sponsor shall negotiate with EBMUD in good faith to reach an agreement which reasonably limits train movements from unreasonably parking, stopping and/or blocking access to EBMUD's main gate to the MWWTP. Specifically, the Master Developer shall coordinate the timing of its use of the tracks to a schedule that reduces, to the maximum extent	At the time of issuance of the first Certificate of Occupancy (CO)	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	feasible, any potentially adverse impacts to EBMUD's main gate to the MWWTP. • The Project Sponsor shall make reasonable good faith efforts to explore the feasibility of, and if determined feasible, obtain/secure alternate emergency vehicle access to the MWWTP that would not be impacted by the 2012 Army Base rail traffic. The City shall coordinate its efforts with EBMUD.		
8. Project could fundamentally conflict with adopted City policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities adopted for the purpose of avoiding or mitigating an environmental effect.	**See above for Mitigation Measures 3.16-5 through 3.16-15a and 3.16-15b**		
	Mitigation 4.3-9: Redevelopment plans shall conform to City of Oakland or Port development standards with facilities that support transportation alternatives to the single-occupant automobile. Facilities that support transportation alternatives to the single-occupant automobile may include, and are not limited to, bus turnouts, bicycle racks, on-site showers, on-site lockers, and pedestrian and bicycle ways.	Prior to issuance of first permit related to construction (e.g., demolition, grading, etc.)	City/Port
9. Would the project result in a substantial, though temporary, adverse effect on the circulation system during construction of the project.	**SCA TRANS-2: Construction Traffic and Parking:** The project sponsor and construction contractor shall meet with appropriate City of Oakland agencies to determine traffic management strategies to reduce, to the maximum extent feasible, traffic congestion and the effects of parking demand by construction workers during construction of this project (see also SCA TRANS-1, especially "h") and other nearby projects that could be simultaneously under construction. The project sponsor shall develop a construction management plan. The plan shall be submitted to EBMUD, the Port, and Caltrans for their review and comment ten (10) business days before submittal to the City. The project sponsor shall consider in good faith such comments and revise the plan as appropriate. The revised plan shall be submitted for review and approval by the City's Planning and Zoning Division, the Building Services Division, and the Transportation Services Division. The plan shall include at least the following items and requirements: a) A set of comprehensive traffic control measures, including scheduling of major truck trips and deliveries to avoid peak traffic hours, detour signs if required, lane closure procedures, signs, cones for drivers, and designated construction access routes. b) Notification procedures for adjacent project sponsors and public safety personnel regarding when major deliveries, detours, and lane closures will occur. c) Location of construction staging areas for materials, equipment, and vehicles at an approved location. d) A process for responding to, and tracking, complaints pertaining to construction activity, including identification of an onsite complaint manager. The manager shall determine the cause of the complaints and shall take prompt action to correct the problem. Planning and Zoning shall be informed who the Manager is prior to the issuance of the first permit issued by Building Services. e) Provision for accommodation of pedestrian flow. f) Provision for parking management and spaces for all construction workers to ensure that	Prior to the issuance of a demolition, grading or building permit	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	construction workers do not park in on-street spaces (see also SCA TRANS-1, especially "h"). g) Any damage to the street caused by heavy equipment, or as a result of this construction, shall be repaired, at the applicant's expense, within one week of the occurrence of the damage (or excessive wear), unless further damage/excessive wear may continue; in such case, repair shall occur prior to issuance of a final inspection of the building permit. All damage that is a threat to public health or safety shall be repaired immediately. The street shall be restored to its condition prior to the new construction as established by the City Building Inspector and/or photo documentation, at the applicant's expense, before the issuance of a Certificate of Occupancy. h) Any heavy equipment brought to the construction site shall be transported by truck, where feasible. i) No materials or equipment shall be stored on the traveled roadway at any time. j) Prior to construction, a portable toilet facility and a debris box shall be installed on the site, and properly maintained through project completion. k) All equipment shall be equipped with mufflers. l) Prior to the end of each work day during construction, the contractor or contractors shall pick up and properly dispose of all litter resulting from or related to the project, whether located on the property, within the public rights-of-way, or properties of adjacent or nearby neighbors. Specifically, to further implement SCA TRANS-2, a traffic construction management analysis was performed which recommended certain improvements to the Adeline/5th and Adeline/3rd Street and Adeline Street intersection, which is discussed under construction impacts of the Traffic and Transportation section of the 2012 OARB Initial Study/Addendum.		
	Mitigation 4.3-13: Prior to commencing hazardous materials or hazardous waste remediation, demolition, or construction activities, a Traffic Control Plan (TCP) shall be implemented to control peak hours trips to the extent feasible, assure the safety on the street system and assure that transportation activities are protective of human health, safety, and the environment. Construction and remediation TCPs shall be designed and implemented to reduce to the maximum feasible extent traffic and safety impacts to regional and local roadways. The TCP shall address items including but not limited to: truck routes, street closures, parking for workers and staff, access to the project area and land closures or parking restrictions that may require coordination with and/or approval by the City, the Port and/or Caltrans. The TCP shall be submitted to the City Traffic Engineering and Planning divisions or the Port, as appropriate, for review and approval prior to the issuance of any building, demolition or grading permits. The City and the Port shall coordinate their respective approvals to maximize the effectiveness of the TCP measures. DTSC would have ongoing authority under its Remedial Action Plan/Remedial Monitoring Plan oversight and the Hazardous Substances Account Act to regulate remediation transportation activities, which must be protective of human health, safety and the environment. Remediation and demolition/construction traffic shall be restricted to designated truck routes within	Prior to issuance of first permit related to construction (e.g., demolition, grading, etc.)	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	the City, and the TCP shall include a signage program for all truck routes serving the site during remediation or demolition/construction. A signage program details the location and type of truck route signs that would be installed during remediation and demolition/construction to direct trucks to and from the project area. Truck access points for entry and exit should be included in the TCP. In addition, as determined by City of Port staff, the developer shall be responsible for repairing any damage to the pavement that is caused by remediation or demolition/construction vehicles for restoring pavement to pre-construction conditions. Remediation and demolition/construction-related trips will be restricted to daytime hours, unless expressly permitted by the City or the Port, and to the extent feasible, trips will be minimized during the a.m. and p.m. peak hours. The TCP shall identify locations for construction/remediation staging. Remediation staging areas are anticipated to be located near construction areas, since remediation will be largely coordinated with redevelopment. In addition, the TCP shall identify and provide off-street parking for remediation and demolition/construction staff to the extent possible throughout all phases of redevelopment. If there is insufficient parking available within walking distance of the site for workers, the developer shall provide a shuttle bus or other appropriate system to transfer workers between the satellite parking areas and remediation or demolition/construction site. The TCP shall also include measures to control dust, requirements to cover all loads to control odors, and provisions for emergency response procedures, health and safety driver education, and accident notification.		
Cumulative Impacts Year 2020 for 2012 OARB Project (Compared to Year 2025 for 2002 EIR Project) 1. Increased congestion at signalized intersections outside the Downtown area exceeding the cumulatively significant threshold. **(Year 2020)**	**Mitigation Measure 3.16-17:** ***West Grand Avenue & I-880 Frontage Road (#2).*** • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the AM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	At the time of issuance of the first Certificate of Occupancy (CO)	City/Port
	7th Street & I-880 Northbound Off-Ramp (#12). **See above for Mitigation 3.16-1**		
2. One intersection located outside the downtown area, where the level of service is LOS E, the project would cause the total intersection average vehicle delay to increase by four (4) or	**Mitigation Measure 3.16-18:** ***San Pablo Ave & Ashby Ave (#42).*** • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the PM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in	At the time of issuance of the first Certificate of Occupancy (CO)	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
more seconds, or degrade to worse than LOS E. **(Year 2020)**	the same signal coordination group. To implement this measure, the project sponsor shall coordinate with the City of Berkeley and Caltrans, and shall fund, prepare, and install the approved plans and improvements.		
3. One intersection with LOS F, where the project would cause (a) the total intersection average vehicle delay to increase by two (2) or more seconds, or (b) an increase in average delay for any of the critical movements of four (4) seconds or more; or (c) the volume-to-capacity ("V/C") ratio exceeds three (3) percent. **(Year 2020)**	***12th Street and Castro Street (#29)* - See above for Mitigation Measure 3.16-4.**		
4. Four roadway segments of the Congestion Management Program (CMP) would a) degrade to LOS F; or b) increase the V/C ratio by more than three percent for a roadway segment that would operate at LOS F without the project **(Year 2020).**	**See above for Mitigation Measure 4.3-4 and SCA TRANS-1.**		
<u>Cumulative Impacts for Year 2035 for 2012 OARB Project (Compared to Year 2025 for 2002 EIR Project)</u> **1.** Three intersections located outside the Downtown area, which the project would cause the level of service (LOS) to degrade to worse than LOS D. **(Year 2035)**	**Mitigation Measure 3.16-19:** ***West Grand Avenue & Maritime Street (#1).*** • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the PM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	Mitigation at this intersection may be required by Year 2028. Investigation of the need for this mitigation shall be studied in 2028 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	City/Port
	Mitigation Measure: ***7th Street & I-880 Northbound Off-Ramp (#12).*** **See above for Mitigation Measure 3.16-1.**		
	Mitigation Measure 3.16-20: ***7th Street & Union Street (#15).*** • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the AM peak hour.	Mitigation at this intersection may be required by Year 2032. Investigation	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	• Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	of the need for this mitigation shall be studied in 2032 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	
2. At one intersection located within the Downtown area, the project would cause the LOS to degrade to worse than LOS E. **(Year 2035)**	**Mitigation Measure 3.16-21:** ***West Grand Avenue & Northgate Avenue*** **(#8).** • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the AM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	Mitigation at this intersection may be required by Year 2030. Investigation of the need for this mitigation shall be studied in 2030 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first	City/Port
3. At two intersections located outside the Downtown area where the level of service is LOS E, would the project cause the total intersection average vehicle delay to increase by four (4) or more seconds, or degrade to worse than LOS E **(Year 2035)**	**Mitigation Measure 3.16-22:** ***5th Street & Union Street / I-880 North Ramps (#21).*** • Optimize signal timing (i.e., increase the traffic signal cycle length to 100 seconds and adjust the allocation of green time for each intersection approach) for the PM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	Mitigation at this intersection may be required by Year 2022. Investigation of the need for this mitigation shall be studied in 2022 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	City/Port
	Mitigation Measure 3.16-23: ***MacArthur Boulevard & Market Street (#33).*** • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach)	Mitigation at this intersection may be required by Year	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	for the AM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	2032. Investigation of the need for this mitigation shall be studied in 2032 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	
4. Eleven intersections where the level of service is LOS F, the project would cause (a) the total intersection average vehicle delay to increase by two (2) or more seconds, or (b) an increase in average delay for any of the critical movements of four (4) seconds or more; or (c) the volume-to-capacity ("V/C") **ratio** increases 0.03 or more (but only if the delay values are greater than 120 seconds of average intersection delay as delay values over 120 seconds tend to increase exponentially and are then generally considered unreliable). **(Year 2035)**	**Mitigation Measure 3.16- 24:** ***West Grand Avenue & I-880 Frontage Road (#2).*** • Optimize signal timing (i.e., increase the traffic signal cycle length and adjust the allocation of green time for each intersection approach) for the AM and PM peak hours. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	Mitigation at this intersection may be required by Year 2021. Investigation of the need for this mitigation shall be studied in 2021 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	City/Port
	Mitigation Measure 3.16- 25: ***West Grand Avenue & Adeline Street (#4).*** • Optimize signal timing (i.e., increase the traffic signal cycle length to 90 seconds and adjust the allocation of green time for each intersection approach) for the PM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	Mitigation at this intersection may be required by Year 2032. Investigation of the need for this mitigation shall be studied in 2032 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	City/Port
	Mitigation Measure 3.16- 26: ***West Grand Avenue & Market Street (#5)*** • Provide split phasing for northbound and southbound movements.	Mitigation at this intersection may be required by Year	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	• Optimize signal timing (i.e., increase the traffic signal cycle length to 120 seconds and adjust the allocation of green time for each intersection approach) for both the AM and PM peak hours. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	2022. Investigation of the need for this mitigation shall be studied in 2022 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	
	Mitigation Measure 3.16- 27: ***West Grand Avenue & San Pablo Avenue (#6)*** • Remove parking on the south side of West Grand Avenue; add an eastbound through lane between San Pablo Avenue and Martin Luther King Jr. Way; and convert the eastbound right turn lane to a through-right combination lane. • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the PM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	Mitigation at this intersection may be required by Year 2026. Investigation of the need for this mitigation shall be studied in 2026 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	City/Port
	Mitigation Measure 3.16- 28: ***West Grand Avenue & Harrison Street (#9)*** • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the PM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	Mitigation at this intersection may be required by Year 2025. Investigation of the need for this mitigation shall be studied in 2025 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	City/Port
	Mitigation Measure 3.16- 29: ***7th Street & Harrison Street (#18)*** • Provide split phasing for northbound and southbound movements.	Mitigation at this intersection may be required at the time	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	• Optimize signal timing (i.e., increase the traffic signal cycle length to 80 seconds and adjust the allocation of green time for each intersection approach) for the PM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	of Project construction. Investigation of the need for this mitigation shall be studied at the time of construction and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	
	Mitigation Measure 3.16- 30: ***6th Street & Jackson Street (#20)*** • Provide split phasing for northbound and southbound movements. • Optimize signal timing (i.e., increase the traffic signal cycle length to 80 seconds and adjust the allocation of green time for each intersection approach) for the AM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	Mitigation at this intersection may be required by Year 2025. Investigation of the need for this mitigation shall be studied in 2025 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	City/Port
	Mitigation Measure 3.16- 31: ***12th Street & Brush Street (#28)*** • Optimize signal timing (i.e., increase the traffic signal cycle length to 120 seconds and adjust the allocation of green time for each intersection approach) for the AM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	Mitigation at this intersection may be required by Year 2023. Investigation of the need for this mitigation shall be studied in 2023 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	12th Street & Castro Street (#29). **See Mitigation Measure 3.16-4 above.**		
	Mitigation Measure 3.16- 32: ***Powell Street & Hollis Street (#37)*** • Provide protected plus permitted traffic signal phasing for the northbound and southbound Hollis Street movements. • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for both the AM and PM peak hours. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Emeryville's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	Mitigation at this intersection may be required by Year 2028. Investigation of the need for this mitigation shall be studied in 2028 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	City/Port
	Mitigation Measure 3.16- 33: ***Powell Street/Stanford Avenue & San Pablo Avenue (#38)*** • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the AM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	Mitigation at this intersection may be required by Year 2021. Investigation of the need for this mitigation shall be studied in 2021 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	City/Port
4. Four roadway segments of the Congestion Management Program (CMP) would a) degrade to LOS F; or b) increase the V/C ratio by more than three percent for a roadway segment that would operate at LOS F without the project **(Year 2035).**	**See above for Mitigation Measure 4.3-4**		
Planning Related Non-CEQA Issues **Queuing**	**Recommended Measures (not required by CEQA)** The following improvements are recommended to accommodate the anticipated queues:	At issuance of first Certificate of Occupancy (CO)	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
Existing Plus Project: The project would result in exceedance of available storage capacity at only the following locations: • Northbound left-turn at W. Grand Avenue & Maritime Street (#1) - PM peak hour • Westbound left-turn at 7th Street & Maritime Street (#10) – AM & PM peak hours • Eastbound left-turn at 7th Street & I-880 northbound off-ramp (#12) – PM peak hour	▪ W. Grand Avenue & Maritime Street (#1). Extend the northbound left-turn storage length to 475 feet; while providing a minimum of 100 feet storage length for the southbound left-turn movement at the Burma Road and Maritime Street intersection (#46). ▪ 7th Street & Maritime Street (#10). Extend the westbound left-turn storage length to 320 feet by removing a portion of the existing center median. ▪ 7th Street & I-880 northbound off-ramp (#12). Convert one of the existing eastbound through lane to an exclusive left-turn lane to provide two left-turn lanes, and one through lane.		
Year 2020 cumulative conditions: Similar to Existing plus Project conditions, the Project would result in exceedance of available storage at the same three intersections: • Northbound left-turn at W. Grand Avenue & Maritime Street (#1) - PM peak hour • Westbound left-turn at 7th Street & Maritime Street (#10) – AM & PM peak hours • Eastbound and southbound left-turn at 7th Street & I-880 northbound off-ramp (#12) – PM peak hour	**Recommended Measures (not required by CEQA)** The following improvements are recommended to accommodate the anticipated queues: ▪ W. Grand Avenue & Maritime Street (#1). Widen Maritime Street to provide two northbound left-turn lanes at the intersection. ▪ 7th Street & Maritime Street (#10). Extend the westbound left-turn storage length to 320 feet by removing a portion of the existing center median. ▪ 7th Street & I-880 northbound off-ramp (#12). Convert one of the existing eastbound through lane to an exclusive left-turn lane to provide two left-turn lanes, and one through lane; and extend the southbound left-turn storage pocket to 250 feet by removing a portion of the existing center median.	At issuance of first Certificate of Occupancy (CO) or 2020, whichever is later	City/Port
Utilities			
1. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	**See above for SCA HYD-4 (Hydrology and Water Quality section)**		
2. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	**SCA UTL-3: Underground Utilities:** The project applicant shall submit plans for review and approval by the Building Services Division and the Public Works Agency, and other relevant agencies as appropriate, that show all new electric and telephone facilities; fire alarm conduits; street light wiring; and other wiring, conduits, and similar facilities placed underground. The new facilities shall be placed underground along the project applicant's street frontage and from the project applicant's structures to the point of service. The plans shall show all electric, telephone, water	Prior to issuance of a building permit.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	service, fire water service, cable, and fire alarm facilities installed in accordance with standard specifications of the serving utilities.		
	SCA UTL-5: Improvements in the Public Right-of Way (Specific): Final building and public improvement plans submitted to the Building Services Division shall include the following components: Examples include: a) Install additional standard City of Oakland streetlights. b) Remove and replace any existing driveway that will not be used for access to the property with new concrete sidewalk, curb and gutter. c) Reconstruct drainage facility to current City standard. d) Provide separation between sanitary sewer and water lines to comply with current City of Oakland and Alameda Health Department standards. e) Construct wheelchair ramps that comply with Americans with Disability Act requirements and current City Standards. f) Remove and replace deficient concrete sidewalk, curb and gutter within property frontage. Provide adequate fire department access and water supply, including, but not limited to currently adopted fire codes and standards.	Approved prior to the issuance of a grading or building permit.	City/Port
	SCA UTL-6: Payment for Public Improvements: The project applicant shall pay for and install public improvements made necessary by the project including damage caused by construction activity.	Prior to issuance of a final inspection of the building permit.	City/Port
3. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	**Mitigation 4.9-4:** Individual actions with landscaping requirements of one or more acres shall plumb landscape areas for irrigation with recycled water. As subsequent redevelopment activities are designed, the City and Port would require that activities of a certain magnitude shall include a reclaimed landscaping irrigation system. The City and Port would make this a condition of approval for private actions that require such approval, and would include reclaimed landscape water systems in the design of their own public projects.	Prior to issuance of a building permit or other construction-related permit.	City/Port
	Mitigation 4.9-5: Individual buildings with gross floor area exceeding 10,000 square feet shall install dual plumbing for both potable and recycled water, unless determined to be infeasible by the approving agency (City or Port). Any major subsequent redevelopment activity that includes total usable floor area within or more building of 10,000 square feet or more would be required to provide a dual plumbing system—one for potable water, and one for reclaimed water. Reclaimed water may be used for certain industrial uses, and for landscape irrigation, toilet flushing, and other appropriate purposes.	Prior to issuance of a building permit or other construction-related permit.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	Mitigation 4.9-6: Site design shall facilitate use of recycled water, and shall comply with requirements of CCR Title 22 regarding prohibitions of site run-off to surface waters. When subsequent redevelopment activities are required to include reclaimed water in their design, the City and Port would ensure that requirements of Title 22 intended to protect the environment are reflected in that design, including prohibitions against run-off to surface waters. The City, Port, and proponents of subsequent redevelopment activities should coordinate these efforts with the reclaimed water supplier, EBMUD.	Prior to issuance of a building permit or other construction-related permit.	City/Port
	SCA UTL-1a: Compliance with the Green Building Ordinance, OMC Chapter 18.02: ***Prior to issuance of a demolition, grading, or building permit*** The applicant shall comply with the requirements of the California Green Building Standards (CALGreen) mandatory measures and the applicable requirements of the Green Building Ordinance, OMC Chapter 18.02. a) The following information shall be submitted to the Building Services Division for review and approval with the application for a building permit: i. Documentation showing compliance with Title 24 of the 2008 California Building Energy Efficiency Standards. ii. Completed copy of the final green building checklist approved during the review of the Planning and Zoning permit. iii. Copy of the Unreasonable Hardship Exemption, if granted, during the review of the Planning and Zoning permit. iv. Permit plans that show, in general notes, detailed design drawings, and specifications as necessary, compliance with the items listed in subsection (b) below. v. Copy of the signed statement by the Green Building Certifier approved during the review of the Planning and Zoning permit that the project complied with the requirements of the Green Building Ordinance. vi. Signed statement by the Green Building Certifier that the project still complies with the requirements of the Green Building Ordinance, unless an Unreasonable Hardship Exemption was granted during the review of the Planning and Zoning permit. vii. Other documentation as deemed necessary by the City to demonstrate compliance with the Green Building Ordinance. b) The set of plans in subsection (a) shall demonstrate compliance with the following: i. CALGreen mandatory measures. ii. All pre-requisites per the LEED / GreenPoint Rated checklist approved during the review of the Planning and Zoning permit, or, if applicable, all the green building measures approved as part of the Unreasonable Hardship Exemption granted during the review of	Prior to issuance of a demolition, grading, or building permit; or during construction or after construction as specified in SCA UTL-1a or UTL-1b.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	the Planning and Zoning permit. iii. Insert green building point level/certification requirement: (See Green Building Summary Table) per the appropriate checklist approved during the Planning entitlement process. iv. All green building points identified on the checklist approved during review of the Planning and Zoning permit, unless a Request for Revision Plan-check application is submitted and approved by the Planning and Zoning Division that shows the previously approved points that will be eliminated or substituted. *v.* The required green building point minimums in the appropriate credit categories. ***During construction*** The applicant shall comply with the applicable requirements CALGreen and the Green Building Ordinance, Chapter 18.02. a) The following information shall be submitted to the Building Inspections Division of the Building Services Division for review and approval: i. Completed copies of the green building checklists approved during the review of the Planning and Zoning permit and during the review of the building permit. ii. Signed statement(s) by the Green Building Certifier during all relevant phases of construction that the project complies with the requirements of the Green Building Ordinance. *iii.* Other documentation as deemed necessary by the City to demonstrate compliance with the Green Building Ordinance. ***After construction, as specified below*** Within sixty (60) days of the final inspection of the building permit for the project, the Green Building Certifier shall submit the appropriate documentation to Build It Green/Green Building Certification Institute and attain the minimum certification/point level identified in subsection (a) above. Within one year of the final inspection of the building permit for the project, the applicant shall submit to the Planning and Zoning Division the Certificate from the organization listed above demonstrating certification and compliance with the minimum point/certification level noted above. **SCA UTL-1b: Compliance with the Green Building Ordinance, OMC Chapter 18.02, for Building and Landscape Projects Using the StopWaste.Org Small Commercial or Bay Friendly Basic Landscape Checklist** ***Prior to issuance of a building permit*** The applicant shall comply with the requirements of the California Green Building Standards (CALGreen) mandatory measures and the applicable requirements of the Green Building Ordinance, (OMC Chapter 18.02.) for projects using the StopWaste.Org Small Commercial or Bay Friendly Basic Landscape Checklist.		

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	a) The following information shall be submitted to the Building Services Division for review and approval with application for a Building permit: i. Documentation showing compliance with the 2008 Title 24, California Building Energy Efficiency Standards. ii. Completed copy of the green building checklist approved during the review of a Planning and Zoning permit. iii. Permit plans that show in general notes, detailed design drawings and specifications as necessary compliance with the items listed in subsection (b) below. iv. Other documentation to prove compliance. b) The set of plans in subsection (a) shall demonstrate compliance with the following: i. CALGreen mandatory measures. *ii.* All applicable green building measures identified on the StopWaste.Org checklist approved during the review of a Planning and Zoning permit, or submittal of a Request for Revision Plan-check application that shows the previously approved points that will be eliminated or substituted. ***During construction*** The applicant shall comply with the applicable requirements of CALGreen and Green Building Ordinance, Chapter 18.02 for projects using the StopWaste.Org Small Commercial or Bay Friendly Basic Landscape Checklist. a) The following information shall be submitted to the Building Inspections Division for review and approval: i. Completed copy of the green building checklists approved during review of the Planning and Zoning permit and during the review of the Building permit. ii. Other documentation as deemed necessary by the City to demonstrate compliance with the Green Building Ordinance.		
4. Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	**See above for SCA HYD-4 (Hydrology and Water Quality section)**		
5. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	**SCA UTL-2: Waste Reduction and Recycling:** The project applicant will submit a Construction & Demolition Waste Reduction and Recycling Plan (WRRP) and an Operational Diversion Plan (ODP) for review and approval by the Public Works Agency.	Prior to issuance of demolition, grading, or building permit; or ongoing as	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	Prior to issuance of demolition, grading, or building permit Chapter 15.34 of the Oakland Municipal Code outlines requirements for reducing waste and optimizing construction and demolition (C&D) recycling. Affected projects include all new construction, renovations/alterations/modifications with construction values of $50,000 or more (except R-3), and all demolition (including soft demo). The WRRP must specify the methods by which the development will divert C&D debris waste generated by the proposed project from landfill disposal in accordance with current City requirements. Current standards, FAQs, and forms are available at www.oaklandpw.com/Page39.aspx or in the Green Building Resource Center. After approval of the plan, the project applicant shall implement the plan. ***Ongoing*** The ODP will identify how the project complies with the Recycling Space Allocation Ordinance, (Chapter 17.118 of the Oakland Municipal Code), including capacity calculations, and specify the methods by which the development will meet the current diversion of solid waste generated by operation of the proposed project from landfill disposal in accordance with current City requirements. The proposed program shall be in implemented and maintained for the duration of the proposed activity or facility. Changes to the plan may be re-submitted to the Environmental Services Division of the Public Works Agency for review and approval. Any incentive programs shall remain fully operational as long as residents and businesses exist at the project site.	specified in SCA ULT-2.	
	Mitigation: 4.9-7: To the maximum extent feasible, the City and Port shall jointly participate in a deconstruction program to capture materials and recycle them into the construction market. Substantial quantities of construction debris would be generated by the removal of structures at the OARB, in both the Gateway and Port development areas. Some of the buildings span both development areas, and coordination between the Port and City is critical in reducing the amount of solid waste disposal that occurs in this sub-district. The City and Port would jointly plan, implement, and operate a program whereby buildings would be deconstructed, rather than demolished, and the resulting material would be recycled to the construction market as practicable. Material for recycling may include, and is not limited to, timbers and siding, ceramic fixtures, metal, and copper wiring. The City and Port may elect to partner with local job-training bridge programs to provide construction training opportunities to Oakland residents through their deconstruction program.	Prior to issuance of a demolition permit	City/Port
	Mitigation 4.9-8: Concrete and asphalt removed during demolition/construction shall be crushed on site or at a near site location, and reused in redevelopment or recycled to the construction market. Foundation and paving removal would generate substantial debris, and the City and Port would ensure these materials are crushed and recycled. As a first preference, these materials should be re-used on-site; as a second preference, they would be sold to the construction market. The City and Port would make every effort practicable to avoid disposal to landfill of this material. This mitigation measure may itself result in impacts to the environment relative to noise and air	On-going, during construction	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	quality. These impacts are discussed in Sections 4.4: Air Quality, and 4.15: Noise.		
	Mitigation 4.9-9: The City and Port shall require developers to submit a plan that demonstrates a good faith effort to divert at least 50 percent of the operations phase solid waste from landfill disposal. Each project sponsor of a redevelopment activity or subsequent redevelopment activity would be required to submit to the City or Port (depending on the location of the activity) a source reduction/waste diversion plan specifying how the activity will reduce solid waste disposal by 50 percent. The sponsor would be responsible for development and implementation of its plan, and for reporting its progress and success rate to the Port or City. Should the source reduction/diversion plan program not meet its stated goal, the sponsor would modify the plan until the desired level of reduction/diversion is achieved. While each plan would be specific, the following general topics should be addressed: • Goals. • Key personnel. • Quantification of waste. • Identification of waste materials. • Program elements. • Monitoring requirements and performance standards. • Reporting.	On-going during operations	City/Port
6. Comply with federal, State, and local statutes and regulations related to solid waste?	**See above for SCA UTL-2**		
7. Would the project violate applicable federal, state and local statutes and regulations relating to energy standards?	**See above for SCA UTL-1**		
8. Would the project result in a determination by the energy provider which serves or may serve the project that it does not have adequate capacity to serve the project's projected demand in addition to the providers' existing commitments and require or result in construction of new energy facilities or expansion of existing facilities, construction of which could cause significant environmental effects?	**See above for SCA UTL-1**		

EXHIBIT 38.10
TO
GROUND LEASE
FOR
[CENTRAL GATEWAY OR EAST GATEWAY, AS APPLICABLE]

FORM OF MEMORANDUM OF LEASE

[See Attached]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

The City of Oakland
250 Frank H. Ogawa Plaza, 3rd Floor
Oakland, CA 94612
Reference: Oakland Army Base

Mail Tax Statements to Above Address

(Space Above For Recorder's Use)

MEMORANDUM
OF
ARMY BASE GATEWAY REDEVELOPMENT PROJECT
GROUND LEASE FOR [CENTRAL GATEWAY OR EAST GATEWAY, AS APPLICABLE]

This Memorandum of Army Base Gateway Redevelopment Project Ground Lease for **[Central Gateway or East Gateway, as applicable]** (this "Memorandum"), dated as of _____ _____, 201__, is entered into by and between the CITY OF OAKLAND, a municipal corporation **[and _____ IF APPLICABLE, ADD ANY OTHER NECESSARY CAPACITY OF CITY]** ("Landlord"), and PROLOGIS CCIG OAKLAND GLOBAL, LLC, a Delaware limited liability company qualified to transact business in California **[OR SUCH OTHER ENTITY APPROVED BY CITY PURSUANT TO LDDA]** ("Tenant").

Pursuant and subject to the provisions of that certain Army Base Gateway Redevelopment Project Ground Lease for **[Central Gateway or East Gateway, as applicable]** between Landlord and Tenant, dated _____, 201__ (the "Ground Lease"), Landlord leases to Tenant, and Tenant leases from Landlord, that certain real property located in the City of Oakland as more particularly described on Exhibit A attached hereto and depicted on Exhibit B attached hereto. All terms in this Memorandum that are not defined herein shall have the same meanings as set forth in the Ground Lease.

The Commencement Date of the Ground Lease is _____, 201__ and the Term of the Ground Lease shall expire on the date that is sixty-six (66) years thereafter, unless earlier terminated by subsequent mutual written agreement of the Parties or otherwise in accordance with the Ground Lease.

This Memorandum incorporates herein in full, by this reference, all provisions of the Ground Lease. This Memorandum is solely for recording and notice purposes and in no way alters, amends, modifies or supplements the provisions of the Ground Lease. In the event of any conflict between any provision of the Ground Lease and any provision of this Memorandum, the Ground Lease shall control.

This Memorandum shall extend to and be binding upon the parties hereto and their legal representatives, heirs, successors, and assigns.

This Memorandum may be executed in counterparts, each of which is deemed to be an original, and all such counterparts constitute one and the same instrument.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date first written above.

TENANT:

PROLOGIS CCIG OAKLAND GLOBAL, LLC,
a Delaware limited liability company qualified to transact business in California
[OR SUCH OTHER ENTITY APPROVED BY CITY PURSUANT TO LDDA]

By: _____
Name: _____
Title: _____

LANDLORD:

CITY OF OAKLAND,
a municipal corporation
[and _____ IF APPLICABLE, ADD ANY OTHER NECESSARY CAPACITY OF CITY]

By: _____
City Administrator

APPROVED AS TO FORM:

BARBARA PARKER, City Attorney

By:_____
Dianne M. Millner
Deputy City Attorney

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____ (here insert name and title of the officer), personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____ (here insert name and title of the officer), personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____ (here insert name and title of the officer), personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A
TO
MEMORANDUM
OF
ARMY BASE GATEWAY REDEVELOPMENT PROJECT
GROUND LEASE FOR [CENTRAL GATEWAY OR EAST GATEWAY, AS APPLICABLE]

LEGAL DESCRIPTION OF REAL PROPERTY

[To be Attached]

EXHIBIT B
TO
MEMORANDUM
OF
ARMY BASE GATEWAY REDEVELOPMENT PROJECT
GROUND LEASE FOR [CENTRAL GATEWAY OR EAST GATEWAY, AS APPLICABLE]

DIAGRAM OF REAL PROPERTY

[To be Attached]

EXHIBIT 40
TO
GROUND LEASE
FOR
[CENTRAL GATEWAY OR EAST GATEWAY, AS APPLICABLE]

DESCRIPTION OF PUBLIC IMPROVEMENTS

[Note: Insert references to the Approved Construction Drawings as defined in, and approved by Landlord and Tenant pursuant to, Section 3.2.3 of the LDDA.]

SCHEDULE 2.2.1.2
TO
GROUND LEASE
FOR
[CENTRAL GATEWAY OR EAST GATEWAY, AS APPLICABLE]

EXAMPLE CALCULATION OF FIRST ADJUSTED BASE RENT PER MONTH

[See Attached]

SCHEDULE 2.2.1.2

Example Calculation of First Adjusted Base Rent Per Month

ASSUMPTIONS:
Square Footage of Premises = 500,000
Initial Base Rent = $13,350 per month for Lease Years 1 through 10.

First Adjusted Base Rent Per Month Scenario 1 (Lease Commencement Date prior to Outside Lease Date)

Commencement Date -	September 1, 2014
Lease Year 1 -	September 1, 2014 to August 31, 2015
Lease Year 10 -	September 1, 2023 to August 31, 2024
1st Anniversary Date -	September 1, 2015
10th Anniversary Date -	September 1, 2024

* For purposes of this example, August is assumed to be the last CPI published before each Anniversary Date - per Section 2.2.1.3, the last CPI published prior to each Anniversary Date may occur in a different month.

Last CPI published before 1st Anniversary Date -	August* 2015 =	140.8
CPI published 1 year prior -	August 2014=	137.4
	140.8-137.4 =	3.4
	3.4/137.4 =	0.0247
Percentage Increase from 8/14 to 8/15 =	2.47%	
Percentage Increase applied to Base Rent -	$13,350 x 1.0247 =$13,679.745	
Last CPI published before 2nd Anniversary Date -	August 2016 =	145.7
CPI published 1 year prior -	August 2015 =	141.8
	145.7-141.8 =	3.9
	3.9/141.8 =	0.0275
Percentage Increase from 8/15 to 8/16 =	2.75%	
Percentage Increase applied to Base Rent -	$13,679.745 x 1.0275 = $14,055.937	
Last CPI published before 3rd Anniversary Date -	August 2017 =	149.5
CPI published 1 year prior -	August 2016 =	145.7
	149.5-145.7 =	3.8
	3.8/145.7 =	0.0261
Percentage Increase from 8/16 to 8/17 =	2.61%	
Percentage Increase applied to Base Rent -	$14,055.937 x 1.0261 = $14,422.796	
Last CPI published before 4th Anniversary Date -	August 2018 =	153.7
CPI published 1 year prior -	August 2017 =	154.0

	153.7-154.0 =	(-0.3)
	DECREASE	
Percentage Increase from 8/17 to 8/18 =	0.0% (increased to 2.0% per Section 2.2.1.2)	
Percentage Increase applied to Base Rent -	$14,422.796 x 1.02 = $14,711.251	
Last CPI published before 5th Anniversary Date -	August 2019 =	158.3
CPI published 1 year prior -	August 2018 =	153.7
	158.3-153.7 =	4.6
	4.6/153.7 =	0.0299
Percentage Increase from 8/18 to 8/19 =	2.99%	
Percentage Increase applied to Base Rent -	$14,711,251 x 1.0299 = $15,151.117	
Last CPI published before 6th Anniversary Date -	August 2020 =	163.6
CPI published 1 year prior -	August 2019 =	158.3
	163.6-158.3 =	5.3
	5.3/158.3 =	0.0335
Percentage Increase from 8/19 to 8/20 =	3.35% (capped at 3.0% per Section 2.2.1.2)	
Percentage Increase applied to Base Rent -	$15,151.117 x 1.03 = $15,605.65	
Last CPI published before 7th Anniversary Date -	August 2021 =	164.0
CPI published 1 year prior -	August 2020 =	163.6
	164.0-163.6 =	0.4
	0.4/163.6 =	0.002
Percentage Increase from 8/20 to 8/21 =	0.2% (increased to 2.0% per Section 2.2.1.2)	
Percentage Increase applied to Base Rent -	$15,605.65 x 1.02 = $15,917.763	
Last CPI published before 8th Anniversary Date -	August 2022 =	168.2
CPI published 1 year prior -	August 2021 =	164.0
	168.2-164.0 =	4.2
	4.2/164.0 =	0.0256
Percentage Increase from 8/21 to 8/22 =	2.56%	
Percentage Increase applied to Base Rent -	$15,917.763 x 1.0256 = $16,325.257	
Last CPI published before 9th Anniversary Date -	August 2023 =	174.0
CPI published 1 year prior -	August 2022 =	168.2
	174.0-168.2 =	5.8
	5.8/168.2 =	0.0345
Percentage Increase from 8/22 to 8/23 =	3.45% (capped at 3.0% per Section 2.2.1.2)	
Percentage Increase applied to Base Rent -	$16,325.257 x 1.03 = $16,815.014	

Last CPI published before 10th Anniversary Date -	August 2024 =	177.7
CPI published 1 year prior -	August 2023 =	177.7
	177.7-177.7 =	0
	NO DECREASE/INCREASE	
Percentage Increase from 8/23 to 8/24 =	0.0% (increased to 2.0% per Section 2.2.1.2)	
Percentage Increase applied to Base Rent -	$16,815.014 x 1.02 = $17,151.314	

> **Scenario 1 First Adjusted Base Rent for each month of Lease Years 11 through 15 is $17,151.314**

First Adjusted Base Rent Per Month Scenario 2 (Lease Commencement Date after Outside Lease Date)

Outside Lease Date -	January 1, 2016
Commencement Date -	October 1, 2017
Lease Year 1 -	October 1, 2017 to September 31, 2018
Lease Year 10 -	October 1, 2026 to September 31, 2027
1st Anniversary Date -	October 1, 2018
10th Anniversary Date -	October 1, 2027

CPI Increase for Pre-Lease Years

* For purposes of this example, December is assumed to be the last CPI published before each Anniversary Date - per Section 2.2.1.2, the last CPI published prior to each Anniversary Date may occur in a different month.

Pre-Lease Year 1st Anniversary Date - January 1, 2017

Last CPI published before January 1, 2017 -	December* 2016 =	153.5
CPI published 1 year prior -	December 2015 =	149.7
	153.5-149.7 =	3.8
	3.8/149.7 =	0.0254
Percentage Increase from 12/15 to 12/16 =	2.54%	
Percentage Increase applied to Base Rent -	$13,350 x 1.0254 =$13,689.09	

Pre-Lease Year 2nd Anniversary Date - January 1, 2018

Last CPI published before January 1, 2018-	December 2017 =	158.6
CPI published 1 year prior -	December 2016 =	153.5
	158.6-153.5 =	5.1
	5.1/153.5 =	0.0332
Percentage Increase from 12/16 to 12/17 =	3.32% (capped at 3.0% per Section 2.2.1.2)	
Percentage Increase applied to Base Rent -	$13,689.09 x 1.03 =$14,099.762	

****

CPI Increase for Lease Years

* For purposes of this example, September is assumed to be the last CPI published before each Anniversary Date - per Section 2.2.1.2, the last CPI published prior to each Anniversary Date may occur in a different month.

Last CPI published before 1st Anniversary Date -	September* 2018 =	161.2
CPI published 1 year prior -	September 2017 =	157.8
	161.2-157.8 =	3.4
	3.4/157.8 =	0.0215
Percentage Increase from 9/17 to 9/18 =	2.15%	

Percentage Increase applied to Base Rent -	$14,099.762 x 1.0215 =$14,402.906
Last CPI published before 2nd Anniversary Date -	September 2019 = 163.6
CPI published 1 year prior -	September 2018 = 161.2
	163.6-161.2 = 2.4
	2.4/161.2 = 0.0149
Percentage Increase from 9/18 to 9/19 =	1.49% (increased to 2.0% per Section 2.2.1.2)
Percentage Increase applied to Base Rent -	$14,402.906 x 1.02 = $14,690.964
Last CPI published before 3rd Anniversary Date -	September 2020 = 167.9
CPI published 1 year prior -	September 2019 = 163.6
	167.9-163.6 = 4.3
	4.3/163.6 = 0.0263
Percentage Increase from 9/19 to 9/20 =	2.63%
Percentage Increase applied to Base Rent -	$14,690.964 x 1.0263= $15,077.336
Last CPI published before 4th Anniversary Date -	September 2021 = 173.7
CPI published 1 year prior -	September 2020 = 167.9
	173.7-167.9 = 5.8
	5.8/167.9 = 0.0345
Percentage Increase from 9/20 to 9/21 =	3.45% (capped at 3.0% per Section 2.2.1.2)
Percentage Increase applied to Base Rent -	$15,077.336 x 1.03 = $15,529.656
Last CPI published before 5th Anniversary Date -	September 2022 = 178.3
CPI published 1 year prior -	September 2021 = 173.7
	178.3-173.7 = 4.6
	4.6/173.7 = 0.0265
Percentage Increase from 9/21 to 9/22 =	2.65%
Percentage Increase applied to Base Rent -	$15,529.656 x 1.0265 = $15,941.191
Last CPI published before 6th Anniversary Date -	September 2023 = 181.0
CPI published 1 year prior -	September 2022 = 178.3
	181.0-178.3 = 2.7
	2.7/178.3 = 0.0151
Percentage Increase from 9/22 to 9/23 =	1.51% (increased to 2.0% per Section 2.2.1.2)
Percentage Increase applied to Base Rent -	$15,941.191 x 1.02 = $16,260.014
Last CPI published before 7th Anniversary Date -	September 2024 = 185.2
CPI published 1 year prior -	September 2023 = 181.0
	185.2-181.0 = 4.2

	4.2/181.0 =	0.0232
Percentage Increase from 9/23 to 9/24 =	2.32%	
Percentage Increase applied to Base Rent -	$16,260.014 x 1.0232 = $16,637.246	
Last CPI published before 8th Anniversary Date -	September 2025 =	185.2
CPI published 1 year prior -	September 2024 =	185.2
	185.2-185.2 =	0
	NO DECREASE/INCREASE	
Percentage Increase from 9/24 to 9/25 =	0% (increased to 2.0% per Section 2.2.1.2)	
Percentage Increase applied to Base Rent -	$16,637.246 x 1.02 = $16,969.99	
Last CPI published before 9th Anniversary Date -	September 2026 =	198.8
CPI published 1 year prior -	September 2025 =	185.2
	198.8-185.2 =	13.6
	13.6/185.2 =	0.0734
Percentage Increase from 9/25 to 9/26 =	7.34% (capped at 3.0% per Section 2.2.1.2)	
Percentage Increase applied to Base Rent -	$16,969.99 x 1.03 = $17,479.089	
Last CPI published before 10th Anniversary Date -	September 2027 =	202.9
CPI published 1 year prior -	September 2026 =	198.8
	202.9-198.8 =	4.1
	4.1/198.8 =	0.0206
Percentage Increase from 9/26 to 9/27 =	2.06%	
Percentage Increase applied to Base Rent -	$17,479.089 x 1.0206 = $17,839.158	

> **Scenario 2 First Adjusted Base Rent for each month of Lease Years 11 through 15 is $17,839.158**

SCHEDULE 2.2.1.3
TO
GROUND LEASE
FOR
[CENTRAL GATEWAY OR EAST GATEWAY, AS APPLICABLE]

EXAMPLE CALCULATION OF ADJUSTED REMAINING TERM BASE RENT PER MONTH

[See Attached]

SCHEDULE 2.2.1.3

Example Calculation of Adjusted Remaining Term Base Rent Per Month

ASSUMPTIONS:

Square Footage of Premises =	**500,000**
Lease Commencement Date -	**September 1, 2014**
1st Anniversary Date -	**September 1, 2015**
10th Anniversary Date -	**September 1, 2024**
Lease Year 16 -	**September 1, 2029 to August 31, 2030**
Lease Year 20 -	**September 1, 2033 to August 31, 2034**
Lease Year 25 -	**September 1, 2038 to August 31, 2039**
Initial Base Rent =	**$13,350 per month for Lease Years 1 through 10.**
First Adjusted Base Rent	**$17,151.314 per month (see Scenario 1 in Schedule 2.2.1.2)**

Calculation of Remaining Term Base Rent Per Month for Lease Years 16-19

For Base Rent for Lease Years 16-19, use assumed CPI increases for Lease Years 11-15

Lease Year 11 Anniversary Date -	September 1, 2025
Lease Year 12 Anniversary Date -	September 1, 2026
Lease Year 13 Anniversary Date -	September 1, 2027
Lease Year 14 Anniversary Date -	September 1, 2028
Lease Year 15 Anniversary Date -	September 1, 2029

* For purposes of this example, August is assumed to be the last CPI published before each Anniversary Date - per Section 2.2.1.3, the last CPI published prior to each Anniversary Date may occur in a different month.

Last CPI published before Lease Year 11 Anniversary Date -	August* 2025 =	181.3
CPI published 1 year prior -	August 2024 =	177.7
	181.3-177.7 =	3.6
	3.6/177.7 =	0.0203
Percentage Increase from 8/24 to 8/25 =	2.03%	
Percentage Increase applied to Base Rent -	$17,151.314 x 1.0203 =$17,499.485	

Last CPI published before Lease Year 12 Anniversary Date -	August 2026 =	185.0
CPI published 1 year prior -	August 2025 =	181.3
	185.0-181.3 =	3.7
	3.7/181.3 =	0.0204
Percentage Increase from 8/25 to 8/26 =	2.04%	
Percentage Increase applied to Base Rent -	$17,499.485 x 1.0204 = $17,856.474	

Last CPI published before Lease Year 13 Anniversary Date -	August 2027 =	190.9
CPI published 1 year prior -	August 2026 =	185.0

	190.9-185.0 =	5.9
	5.9/185.0 =	0.0319
Percentage Increase from 8/26 to 8/27 =	3.19% (capped at 3.0% per Section 2.2.1.3)	
Percentage Increase applied to Base Rent -	$17,856.474 x 1.03 = $18,392.168	

Last CPI published before Lease Year 14 Anniversary Date -	August 2028 =	199.2
CPI published 1 year prior -	August 2027 =	190.9
	199.2-190.9 =	8.3
	8.3/190.9 =	0.0435
Percentage Increase from 8/27 to 8/28 =	4.35% (capped at 3.0% per Section 2.2.1.3)	
Percentage Increase applied to Base Rent -	$18,392.168 x 1.03 = $18,943.933	

Last CPI published before Lease Year 15 Anniversary Date -	August 2029 =	201.8
CPI published 1 year prior -	August 2028 =	199.2
	201.8-199.2 =	2.6
	2.6/199.2 =	0.0131
Percentage Increase from 8/28 to 8/29 =	1.31% (increased to 2.0% per Section 2.2.1.3)	
Percentage Increase applied to Base Rent -	$18,943.933 x 1.02 = $19,322.811	

> The Remaining Term Base Rent for each month of Lease Years 16 through 19 shall be $19,322.81.

Calculation of Remaining Term Base Rent Per Month for Lease Years 20-24

For Base Rent for Lease Years 20-24, use assumed CPI increases for Lease Years 16-19

Lease Year 16 Anniversary Date -	September 1, 2030
Lease Year 17 Anniversary Date -	September 1, 2031
Lease Year 18 Anniversary Date -	September 1, 2032
Lease Year 19 Anniversary Date -	September 1, 2033

Last CPI published before Lease Year 16 Anniversary Date -	August 2030 =	208.936
CPI published 1 year prior -	August 2029 =	201.8
	208.936-201.8 =	7.136
	7.136/201.8 =	0.0354
Percentage Increase from 8/29 to 8/30 =	3.54% (capped at 3.0% per Section 2.2.1.3)	
Percentage Increase applied to Base Rent -	$19,322.811 x 1.03 =$19,902.495	

Last CPI published before Lease Year 17 Anniversary Date -	August 2031 =	216.573
CPI published 1 year prior -	August 2030 =	208.936
	216.573-208.936 =	7.637
	7.6397/208.936 =	0.0366
Percentage Increase from 8/30 to 8/31 =	3.66% (capped at 3.0% per Section 2.2.1.3)	
Percentage Increase applied to Base Rent -	$19,902.495 x 1.03 = $20,499.569	

Last CPI published before Lease Year 18 Anniversary Date -	August 2032 =	216.177
CPI published 1 year prior -	August 2031 =	216.573
	216.177-216.573 = DECREASE	(-.0396)
Percentage Increase from 8/31 to 8/32 =	0.0% (increased to 2.0% per Section 2.2.1.3)	
Percentage Increase applied to Base Rent -	$20,499.569 x 1.02 = $20,909.56	

Last CPI published before Lease Year 19 Anniversary Date -	August 2033 =	218.711
CPI published 1 year prior -	August 2032 =	216.177
	218.711-216.177 =	2.534
	2.534/216.177 =	0.0117
Percentage Increase from 8/32 to 8/33 =	1.17% (increased to 2.0% per Section 2.2.1.3)	
Percentage Increase applied to Base Rent -	$20,909.56 x 1.02 = $21,327.751	

> Subject to Section 2.2.2.1.3, the Remaining Term Base Rent for each month of Lease Years 20 through 24 shall be $21,327.75.

Scenario #1: Application of FMR Adjustment to Year 20 Remaining Term Base Rent (Fair Market Rent greater than Pre-FMR Adjustment Base Rent and greater than the Pre-FMR Adjustment Base Rent adjusted per Section 2.2.1.3, but less than the cap on FMR Adjusted Base Rent per Section 2.2.2.1.2):

Pre-FMR Adjustment Base Rent (Years 16-19) =	$19,322.81;
Pre-FMR Adjustment Base Rent (Years 16-19), adjusted per Section 2.2.1.3 on the applicable FMR Adjustment Date =	$21,327.75; and
FMR Adjusted Base Rent* for Premises =	$24,000.00.

*Per Section 2.2.2.2, the Fair Market Rent shall be determined in the manner specified in Section 2.2.2.3 and, as and to the extent applicable, Section 2.2.2.4.

Calculation of Fair Market Rent cap pursuant to Section 2.2.2.1.2:

Initial Base Rent =	**$13,350 per month**
Lease Years Prior to FMR Adjustment Date =	**19 years**
Annual Maximum Rent Growth =	**4.5% (compounded)**
Maximum Year 20 FMR Adjustment =	**(1.045) to the 19th power = 2.308**
Maximum Year 20 FMR Adjusted Base Rent =	$13,350 x 2.308 = $30,809.935

> Therefore, the Remaining Term Base Rent for each month of Lease Years 20 through 24 shall be $24,000.00.

Scenario #2: Application of FMR Adjustment to Year 20 Remaining Term Base Rent (Fair Market Rent Less than Pre-FMR Adjustment Base Rent):

Pre-FMR Adjustment Base Rent (Years 16-19) =	$19,322.81; and
FMR Adjusted Base Rent* for Premises =	$18,000.00.

*Per Section 2.2.2.2, the Fair Market Rent shall be determined in the manner specified in Section 2.2.2.3 and, as and to the extent applicable, Section 2.2.2.4.

> Therefore, pursuant to Section 2.2.2.1.3, there shall be no CPI adjustment and the Remaining Term Base Rent for Lease Years 20 through 24 shall be $19,322.81 per month.

Scenario #3: Application of FMR Adjustment to Year 20 Remaining Term Base Rent (Fair Market Rent greater than Pre-FMR Adjustment Base Rent adjusted per Section 2.2.1.3 and greater than the cap on FMR Adjusted Base Rent per Section 2.2.2.1.2):

Pre-FMR Adjustment Base Rent (Years 16-19) =	$19,322.81;
Pre-FMR Adjustment Base Rent (Years 16-19), adjusted per Section 2.2.1.3 on the applicable FMR Adjustment Date =	$21,327.75; and
FMR Adjusted Base Rent* for Premises =	$35,000.00.

*Per Section 2.2.2.2, the Fair Market Rent shall be determined in the manner specified in Section 2.2.2.3 and, as and to the extent applicable, Section 2.2.2.4.

Calculation of Fair Market Rent cap pursuant to Section 2.2.2.1.2:

Initial Base Rent =	**$13,350 per month**
Lease Years Prior to FMR Adjustment Date =	**19 years**
Annual Maximum Rent Growth =	**4.5% (compounded)**
Maximum Year 20 FMR Adjustment =	**(1.045) to the 19th power = 2.308**
Maximum Year 20 FMR Adjusted Base Rent =	$13,350 x 2.308 = $30,809.935

> Therefore, the Remaining Term Base Rent for each month of Lease Years 20 through 24 shall be $30,809.94 (the FMR Adjusted Base Rent calculated pursuant to Section 2.2.2).

SCHEDULE 5.2.3
TO
GROUND LEASE
FOR
[CENTRAL GATEWAY OR EAST GATEWAY, AS APPLICABLE]

LIST OF THIRD PARTY AGREEMENTS

1. Amended and Restated Cost Sharing Agreement between City and Port, dated June 19, 2012.

2. Amended and Restated Trade Corridors Improvement Fund Project Baseline Agreement between City, Port and Caltrans, dated August 22, 2012.

3. Cooperation Agreement between City and applicable third party community groups, dated _____, 20____.

4. Project Labor Agreement between City and applicable third party labor groups, dated _____, 20____.

5. Rail Service Agreement.

6. EBMUD MOA.

SCHEDULE 6.1
TO
GROUND LEASE
FOR
CENTRAL GATEWAY

EXAMPLE OF IMPLEMENTATION OF SECTION 6.1

A. Credit of Excess Other Gateway Improvements to the Threshold Amount Under this Agreement. By way of example only, if:

1. The Second Threshold Amount under this Lease is 254,580 square feet of Trade & Logistics Uses with a Floor Area Ratio of at least 0.25 and Tenant has Commenced Construction of 244,580 square feet of Trade & Logistics Uses with a Floor Area Ratio of at least 0.25 prior to the Second Milestone Date under this Lease; and

2. The Second Threshold Amount under the Other Gateway Lease is 212,150 square feet of Central Gateway Improvements with a Floor Area Ratio of at least 0.25 and the tenant under the Other Gateway Lease has Commenced Construction of 232,150 square feet of Other Gateway Improvements with a Floor Area Ratio of at least 0.25 prior to the Second Milestone Date under this Lease.

Then the excess 20,000 square feet of Other Gateway Improvements shall be applied to the calculation of the Second Threshold Amount under this Lease and Tenant shall be deemed to have Commenced Construction of 264,580 square feet of Trade & Logistics Uses prior to the Second Milestone Date and therefore satisfied the requirement set forth in Section 6.1.1.2 of this Lease.

B. Adjustment of Fourth Threshold Amount. By way of example only, if Tenant and the tenant under the Other Gateway Lease elect pursuant to Section 6.1.3 of this Agreement to decrease the maximum permissible square footage of Trade & Logistics Uses for the Premises by 30,000 square feet in order to increase the maximum permissible square footage of Other Gateway Uses under the Other Gateway Lease by 30,000, then the Fourth Threshold Amount under this Lease shall automatically be decreased from 424,458 square feet to 394,458 square and the Fourth Threshold Amount under the Other Gateway Lease shall be automatically increased from 375,542 square feet to 405,542 square feet. There would be no other adjustments to the Threshold Amounts set forth in this Lease or the Other Gateway Lease.

C. Calculation of the Minimum Project Liquidated Damages and Partial Termination of this Lease. By way of example only, if:

1. The Third Threshold Amount under this Lease is 318,225 square feet of Trade & Logistics Uses with a Floor Area Ratio of at least 0.25 and Tenant has Commenced Construction of 300,000 square feet of Trade & Logistics Uses with a Floor Area Ratio of at least 0.25 prior to the Third Milestone Date under this Lease;

2. The Premises consists of 42.50 acres.

3. The Third Threshold Amount under the Other Gateway Lease is 275,795 square feet of Other Gateway Improvements with a Floor Area Ratio of at least 0.25 and the tenant under the Other Gateway Lease has Commenced Construction of 285,795 square feet of Central Gateway Improvements with a Floor Area Ratio of at least 0.25 prior to the Third Milestone Date under this Lease;

4. The Trade & Logistics Uses and Ancillary Uses for which Tenant has Commenced Construction prior to the Third Milestone Date are located on 25 acres and the Unimproved Premises includes 17.5 acres; and

5. The calculation of the term "Indexed" between the Commencement Date and the Third Milestone Date is 103%, then

(a) The excess 10,000 square feet of Other Gateway Improvements shall be credited to Tenant and Tenant shall be deemed to have Commenced Construction of 310,000 square feet of Trade & Logistics Uses prior to the Third Milestone Date and therefore Tenant shall be in default of the requirement set forth in Section 6.1.1.3 of this Lease;

(b) The Minimum Project Liquidated Damages for such default shall be calculated by taking the **greater** of the following percentages:

Divide the 17.5 acres (Unimproved Premises) by 42.5 (total Premises) = 41.1764% - rounded to 41.176%; and

Divide 114,458 square feet (Fourth Threshold Amount (424,458) less 310,000 square feet) by the Fourth Threshold Amount (424,458 square feet) = 26.9656% - rounded to 26.966%.

And multiplying such percentage (41.176%) by $1,979,286.53, as Indexed through the Third Threshold Date ($2,038,665.13), resulting in a Minimum Project Liquidated Damages Amount of $839,440.75.

(41.176%) X ($1,979,286.53 X 103% (or $2,038,665.13)) = $839,440.75.

SCHEDULE 6.1
TO
GROUND LEASE
FOR
EAST GATEWAY

EXAMPLE OF IMPLEMENTATION OF SECTION 6.1

A. Credit of Excess Other Gateway Improvements to the Threshold Amount Under this Agreement. By way of example only, if:

1. The Second Threshold Amount under this Lease is 212,150 square feet of Trade & Logistics Uses with a Floor Area Ratio of at least 0.25 and Tenant has Commenced Construction of 200,000 square feet of Trade & Logistics Uses with a Floor Area Ratio of at least 0.25 prior to the Second Milestone Date under this Lease; and

2. The Second Threshold Amount under the Other Gateway Lease is 254,580 square feet of Central Gateway Improvements with a Floor Area Ratio of at least 0.25 and the tenant under the Other Gateway Lease has Commenced Construction of 274,580 square feet of Other Gateway Improvements with a Floor Area Ratio of at least 0.25 prior to the Second Milestone Date under this Lease.

Then the excess 20,000 square feet of Other Gateway Improvements shall be applied to the calculation of the Second Threshold Amount under this Lease and Tenant shall be deemed to have Commenced Construction of 220,000 square feet of Trade & Logistics Uses prior to the Second Milestone Date and therefore satisfied the requirement set forth in Section 6.1.1.2 of this Lease.

B. Adjustment of Fourth Threshold Amount. By way of example only, if Tenant and the tenant under the Other Gateway Lease elect pursuant to Section 6.1.3 of this Agreement to decrease the maximum permissible square footage of Trade & Logistics Uses for the Premises by 30,000 square feet in order to increase the maximum permissible square footage of Other Gateway Uses under the Other Gateway Lease by 30,000, then the Fourth Threshold Amount under this Lease shall automatically be decreased from 375,542 square feet to 345,542 square and the Fourth Threshold Amount under the Other Gateway Lease shall be automatically increased from 424,458 square feet to 454,458 square feet. There would be no other adjustments to the Threshold Amounts set forth in this Lease or the Other Gateway Lease.

C. Calculation of the Minimum Project Liquidated Damages and Partial Termination of this Lease. By way of example only, if:

1. The Third Threshold Amount under this Lease is 275,795 square feet of Trade & Logistics Uses with a Floor Area Ratio of at least 0.25 and Tenant has Commenced Construction of 250,795 square feet of Trade & Logistics Uses with a Floor Area Ratio of at least 0.25 prior to the Third Milestone Date under this Lease;

2. The Premises consists of 30.33 acres.

3. The Third Threshold Amount under the Other Gateway Lease is 318,225 square feet of Other Gateway Improvements with a Floor Area Ratio of at least 0.25 and the tenant under the Other Gateway Lease has Commenced Construction of 328,225 square feet of Central Gateway Improvements with a Floor Area Ratio of at least 0.25 prior to the Third Milestone Date under this Lease;

4. The Trade & Logistics Uses and Ancillary Uses for which Tenant has Commenced Construction prior to the Third Milestone Date are located on 21 acres and the Unimproved Premises includes 12.33 acres; and

5. The calculation of the term "Indexed" between the Commencement Date and the Third Milestone Date is 103%, then

(a) The excess 10,000 square feet of Other Gateway Improvements shall be credited to Tenant and Tenant shall be deemed to have Commenced Construction of 260,795 square feet of Trade & Logistics Uses prior to the Third Milestone Date and therefore Tenant shall be in default of the requirement set forth in Section 6.1.1.3 of this Lease;

(b) The Minimum Project Liquidated Damages for such default shall be calculated by taking the **greater** of the following percentages:

Divide the 12.33 acres (Unimproved Premises) by 30.33 (total Premises) = 40.6528% - rounded to 40.653%; and

Divide 114,747 square feet (Fourth Threshold Amount (375,542less 260,795 square feet) by the Fourth Threshold Amount (375,542 square feet) = 30.5550% - rounded to 30.555%.

And multiplying such percentage (40.653%) by $1,412,408.36, as Indexed through the Third Threshold Date ($1,454,780.61), resulting in a Minimum Project Liquidated Damages Amount of $591,411.96.

(40.653%) X ($1,412,408.36 X 103% (or $1,454,780.61)) = $591,411.96.

SCHEDULE 14.1
TO
GROUND LEASE
FOR
[CENTRAL GATEWAY OR EAST GATEWAY, AS APPLICABLE]

TENANT INSURANCE SCHEDULE

[To Follow]

		SCHEDULE OF TENANT INSURANCE REQUIREMENTS FOR GROUND LEASE*							
*See Key at end of Schedule for definitions of certain terms used in this Schedule					During Construction of Improvements		All other Times		During Remediation Pursuant to ARMOA
					Tenant / Subtenants	*Contractors / Subcontractors*	*Tenant*	*Subtenants*	*Tenant / Subtenants / Contractors / Subcontractors*
A.		**REQUIRED POLICIES AND COVERAGES**							
		Tenant shall procure and, as applicable, shall cause its Subtenants, Contractors and Subcontractors to procure, prior to the Commencement Date of the Lease and, as applicable, prior to the effective date of any Sublease or contract for services, and thereafter maintain and keep in force for the Term of this Lease and, as applicable, the term of any Sublease or contract for services, at no cost or expense to Landlord, all policies of insurance set forth in this Schedule. Landlord agrees to consider implementation of an Owner-Controlled Insurance Program (OCIP) or Contractor-Controlled Insurance Program (CCIP) with respect to, and prior to the commencement of, any work to be performed during the Term of the Lease; provided any such program provides the same or superior insurance coverage to those set forth in this Schedule and, further provided, that Landlord's approval of any such program shall be in Landlord's sole and absolute discretion. In the event an OCIP or CCIP is approved by Landlord, this Schedule may be amended accordingly. The amounts and types of insurance set forth herein are minimums required by Landlord and shall not substitute for an independent determination by T/ST/C/SC of the amounts and types of insurance which T/ST/C/SC shall determine to be reasonably necessary to protect themselves, their work and their property. This Schedule does not modify and is subject to all terms and conditions set forth elsewhere in the Lease.							
	i.	**Commercial General Liability**							
			a.	CGL insurance, written on an "occurrence basis" and covering Bodily Injury, Property Damage and Personal Injury for Premises Operations, Products and Completed Operations, Broad Form Property Damage, Independent Contractors and Contractual Liability. Coverage shall be at least as broad as ISO Commercial General Liability coverage (occurrence Form CG 00 01).	$10 million per occurrence, $20 million aggregate	Contractors: $10 million per occurrence, $20 million aggregate Subcontractors: $2 million per occurrence, $2 million aggregate	$5 million per occurrence, $5 million aggregate	$2 million per occurrence, $2 million aggregate	$3 million per occurrence, $3 million aggregate
			b.	T/ST/C/SC shall provide additional insured status using ISO endorsement CG 20 10 11/85 or its equivalent naming (1) City Additional Insureds, and (2) with respect to Port-Related Activities, the Port Additional Insureds. A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE					

				SCHEDULE OF TENANT INSURANCE REQUIREMENTS FOR GROUND LEASE*					
*See Key at end of Schedule for definitions of certain terms used in this Schedule					During Construction of Improvements		All other Times		During Remediation Pursuant to ARMOA
					Tenant / Subtenants	*Contractors / Subcontractors*	*Tenant*	*Subtenants*	*Tenant / Subtenants / Contractors / Subcontractors*
				FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT. All liability insurance required hereunder shall be primary insurance as respects Landlord and each other additional insured and any other insurance available to Landlord or any other additional insured under any other policies or self-insurance shall be excess insurance over, and not contributing with, the insurance required by this Schedule and the Lease.					
			c.	Cross Liability / Separation of Insureds clause: Liability policy shall contain cross-liability coverage as provided under standard ISO forms' separation of insureds clause, such that in the event of one of the assureds incurring liability to any other of the assureds, the policy shall cover the assured against whom claim is or may be made in the same manner as if separate policies had been issued to each assured. Nothing contained herein shall operate to increase the insurer's limit of liability.					
			d..	Continuation of Coverage: If Landlord, in its sole and absolute discretion, approves CGL insurance written on a "claims made basis," T/ST/C/SC shall maintain the required insurance continuously for a period of five (5) years after, as applicable, the expiration of the Term of the Lease or the term of the Sublease or completion of the work under the applicable contract. During this period, evidence of this continuous coverage shall be provided by Tenant to Landlord on an annual basis until the required coverage period has expired.					
	ii.	**Automobile Liability Insurance:**							
			a.	T/ST/C/SC shall maintain automobile liability insurance for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be at least as broad as ISO Form Number CA 00 01.	$2 million each accident	$2 million each accident	$2 million each accident	$2 million each accident	$2 million each accident
			b.	If T/ST/C/SC are required to maintain Pollution Legal Liability insurance (see item A.iv below), and if further required by federal or state law, the policy shall be endorsed to delete the Pollution	If Required	If Required	If Required	If Required	If Required

		SCHEDULE OF TENANT INSURANCE REQUIREMENTS FOR GROUND LEASE*							
***See Key at end of Schedule for definitions of certain terms used in this Schedule**					**During Construction of Improvements**		**All other Times**		**During Remediation Pursuant to ARMOA**
					Tenant / Subtenants	***Contractors / Subcontractors***	***Tenant***	***Subtenants***	***Tenant / Subtenants / Contractors / Subcontractors***
				exclusion and add the Motor Carrier Act endorsement (MCS-90) and/or other endorsements required by federal or state authorities.					
	iii.	**Worker's Compensation Insurance**							
			a.	As required by the laws of the State of California. Coverage shall include Employers Liability coverage.	Statutory Limits	Statutory Limits	Statutory Limits	Statutory Limits	Statutory Limits
			b.	T/ST/C/SC certify that they are aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. T/ST/C/SC shall comply with the provisions of section 3700 of the California Labor Code before, as applicable, the Commencement Date of the Lease or commencement date of the Sublease, or the commencement of work under the applicable contract, and continuing thereafter as required by that Code.					
			c.	The Workers' Compensation policy shall be endorsed with a waiver of subrogation (i) in favor of the City for all work and operations performed by T/ST/C/SC and their respective employees and agents and (ii) with respect to any Port-Related Activities, in favor of the Port for all such Port-Related Activities performed by T/ST/C/SC and their respective employees and agents.					
	iv.	**Pollution Legal Liability**							
			a.	Prior to commencement of and at all times during any subterranean work or other work or operations that, in accordance with industry custom and practice, would ordinarily warrant such coverage, T/ST/C/SC shall procure and maintain Pollution Legal Liability Insurance. The Certificate required pursuant to item F(i) must plainly designate the name of the project, name of the Disposal Site, and the permits secured for its disposal.	If Applicable: $2 million per occurrence, $2 million aggregate separate to project	If Applicable: $2 million per occurrence, $2 million aggregate separate to project	If Applicable: $2 million per occurrence, $2 million aggregate separate to project	If Applicable: $2 million per occurrence, $2 million aggregate separate to project	If Applicable: $2 million per occurrence, $2 million aggregate separate to project

				SCHEDULE OF TENANT INSURANCE REQUIREMENTS FOR GROUND LEASE*					
*See Key at end of Schedule for definitions of certain terms used in this Schedule					During Construction of Improvements		All other Times		During Remediation Pursuant to ARMOA
					Tenant / Subtenants	*Contractors / Subcontractors*	*Tenant*	*Subtenants*	*Tenant / Subtenants / Contractors / Subcontractors*
			b.	Any Insurance deductibles greater than $25,000 shall be declared on the Certificate of insurance and shall be subject to Landlord's prior written approval.					
			c.	The Pollution Legal Liability policy shall contain, or be endorsed to contain, the following provisions: 1. City Additional Insureds and, with respect to Port-Related Activities, Port Additional Insureds, are to be covered as Additional Insureds with respect to liability arising out of work or operations performed by or on behalf of T/ST/C/SC. 2. For any claims related to this Project, the T/ST/C/SC's insurance coverage shall be primary insurance as respects Landlord and each other additional insured. Any insurance or self-insurance maintained by Landlord or any other additional insured shall be excess of the T/ST/C/SC's insurance and not contributing with it.					
			d.	If Pollution Legal Liability policy is written on a claims-made form, the following provisions apply: 1. The Retroactive Date shall be shown on the Certificate of Insurance and must be prior to, as applicable, the Commencement Date of the Lease or the commencement date of the Sublease, the date of the other applicable contract, or the commencement of the work. 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the completion of the work. 3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the commencement date of the terminating policy, T/ST/C/SC must purchase "extended reporting" coverage for a minimum of five (5) years for the terminating policy. 4. A copy of the claims reporting requirements must be submitted to Landlord for review and approval.					

		SCHEDULE OF TENANT INSURANCE REQUIREMENTS FOR GROUND LEASE*							
***See Key at end of Schedule for definitions of certain terms used in this Schedule**					**During Construction of Improvements**		**All other Times**		**During Remediation Pursuant to ARMOA**
					Tenant / Subtenants	***Contractors / Subcontractors***	***Tenant***	***Subtenants***	***Tenant / Subtenants / Contractors / Subcontractors***
	v.	**Builders' Risk/Course of Construction Insurance**							
			a.	Written on Form CP 10 30 or equivalent form, policy shall cover all risks of loss on a completed value form with no coinsurance penalty provisions and in an amount equal to one hundred percent (100%) of the initial contract sum, subject to subsequent modification of the contract sum. The insurance shall apply on a replacement cost basis. The insurance shall name City and all Contractors and Subcontractors in the work as either insureds or loss payees, as their interests may appear, as applicable. The insurance shall cover the entire work at the site identified in the applicable scope of work, including reasonable compensation for architects" services and expenses made necessary by an insured loss. Insured property shall include portions of the work located away from the site but intended for use at the site and shall also cover portions of the work in transit. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance or regulation. The insurance shall be maintained in effect until Completion of the applicable scope of work. The insurer shall waive all rights of subrogation against Landlord.	Required	Required (unless provided by Tenant or Subtenant)	N/A	N/A	N/A
			b.	The coverage shall be provided on a Special Form Cause of Loss and including earthquake (where required by any Mortgagee), but excluding flood coverage. The policy deductible may not exceed $100,000, except for earthquake which shall not exceed 5% of the values at risk at the time of the loss.					
			c.	T/ST/C/SC may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage.					
			d.	If the particular work does not involve new or major reconstruction, at the option of Landlord in its sole and absolute discretion, a Property Installation Floater may be acceptable. For such work, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment of existing buildings, structures, processes, machinery					

		SCHEDULE OF TENANT INSURANCE REQUIREMENTS FOR GROUND LEASE*							
***See Key at end of Schedule for definitions of certain terms used in this Schedule**					**During Construction of Improvements**		**All other Times**		**During Remediation Pursuant to ARMOA**
					Tenant / Subtenants	***Contractors / Subcontractors***	***Tenant***	***Subtenants***	***Tenant / Subtenants / Contractors / Subcontractors***
				and equipment. The Property Installation Floater shall provide property damage coverage for a building, structure, machinery or equipment damaged, impaired, broken or destroyed during the performance of the work, including during transit, installation and testing at the Premises.					
	vi.	**Property Insurance**							
			a.	Upon Completion of any Initial Improvements, and upon Completion of any Additional Improvements, Tenant/Subtenants shall maintain property insurance policies with coverage at least as broad as Insurance Services Office form CP 10 30 06 95 ("Causes of Loss - Special Form" (or its replacement), in an amount not less than one hundred percent (100%) of the then-current full replacement cost of the Improvements (including building code upgrade coverage and the cost of any on that portion of the Premises) with any deductible not to exceed One Hundred Thousand Dollars ($100,000). Upon Landlord's request, but not more frequently than once every ten (10) years, Tenant, at its sole cost, shall provide Landlord with an insurance appraisal, prepared in accordance with industry custom and practice, or other information acceptable to Landlord in its sole and absolute discretion, substantiating the then-current full replacement cost of the Improvements. Notwithstanding the foregoing, Tenant/Subtenants shall only be required to carry earthquake insurance if required by a Mortgagee and, if so required, in such amounts and with such deductibles and on such other terms as are required by the Mortgagee. Further notwithstanding the foregoing, Tenant/Subtenants shall not be required to carry mold insurance. In addition to the foregoing, Tenant/Subtenants may insure their Personal Property in such amounts as Tenant/Subtenants deems appropriate; and Landlord shall have no interest in the proceeds of such Personal Property insurance, and the proceeds of such insurance shall not be subject to the provisions of Article 9 of the Lease.	N/A	N/A	Core and Shell (may be satisfied by Subtenant upon approval by Landlord)	Tenant Improvements	N/A
	vii.	**Boiler and Machinery Insurance**							

		SCHEDULE OF TENANT INSURANCE REQUIREMENTS FOR GROUND LEASE*							
***See Key at end of Schedule for definitions of certain terms used in this Schedule**					**During Construction of Improvements**		**All other Times**		**During Remediation Pursuant to ARMOA**
					Tenant / Subtenants	***Contractors / Subcontractors***	***Tenant***	***Subtenants***	***Tenant / Subtenants / Contractors / Subcontractors***
			a.	Tenant/Subtenants shall maintain boiler and machinery insurance covering damage to or loss or destruction of machinery and equipment located on the Premises or in the Improvements that are used by Tenant/Subtenants for heating, ventilating, air-conditioning, power generation and similar purposes, in an amount not less than one hundred percent (100%) of the actual replacement value of such machinery and equipment or such other coverage for such risks as Landlord may approve, which approval shall not unreasonably be withheld.	N/A	N/A	Tenant (or Subtenant, but not both) Tenant responsible for assuring coverage	Subtenant (or Tenant, but not both)	N/A
	viii.	**Business Interruption/Rental Loss Insurance**							
			a.	From and following Completion of any Initial Improvements, Tenant/Subtenants shall maintain business interruption or rental value insurance for loss caused by any of the perils or hazards set forth in and required to be insured pursuant to items A.vi (Property Insurance) and A.vii (Boiler and Machinery Insurance) above. Such insurance shall be written on an Actual Loss Sustained Basis for a period of not less than one (1) year and shall include a 365 day extended period of indemnity beyond such initial period. The amount of such insurance shall be calculated from the date of Completion and shall be adjusted from time to time thereafter.	N/A	N/A	Required	Required	N/A
	ix.	**Railroad Protective Liability**							
			a.	With respect to any work or operations that require a right of entry from a railroad owner/operator, T/ST/C/SC shall maintain and provide evidence of Railroad Protective Liability having a combined single limit of not less than $2,000,000 each occurrence and $4,000,000 in the aggregate (or such higher limits required by the railroad owner/operator), applying separately to each annual period. If the work or operations involve track over which passenger trains operate, the insurance limits required are not less than a combined single limit of $5,000,000 each occurrence and $10,000,000 in the aggregate (or such higher limits required by the railroad owner/operator), applying separately to each annual period. Said	Required where applicable	Required where applicable	Required where applicable	Required where applicable	Required where applicable

				SCHEDULE OF TENANT INSURANCE REQUIREMENTS FOR GROUND LEASE*					
*See Key at end of Schedule for definitions of certain terms used in this Schedule					During Construction of Improvements		All other Times		During Remediation Pursuant to ARMOA
					Tenant / Subtenants	*Contractors / Subcontractors*	*Tenant*	*Subtenants*	*Tenant / Subtenants / Contractors / Subcontractors*
				policy shall provide coverage for all loss, damage ore expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.					
	x.	Marine Exposure							
			a.	**U.S. Longshore and Harbor Workers' Coverage.** Required of T/ST/C/SC with respect to any work or operations on or adjacent to navigable water, as defined by the U.S. Department of Labor. Requires proof of insurance coverage in compliance with the statutory requirements of Longshoreman and Harbor Workers' Compensation Act (administered by the U.S. Department of Labor).	Required where applicable Statutory Limits	Required where applicable Statutory Limits	Required where applicable Statutory Limits	Required where applicable Statutory Limits	Required where applicable Statutory Limits
			b.	**Protection & Indemnity (to include Jones Act).** With respect to any work or operations involving marine activities, or work from a boat, vessel, or floating platform, Tenant / Subtenants / Contractors / Subcontractors shall provide Protection & Indemnity coverage including injury to crew (Jones Act) and passengers; Protection & Indemnity, SP 38 or SP 23 for $5,000,000 written on a per occurrence basis. Landlord shall be named as an additional insured on the policy and a waiver of subrogation in favor of Landlord shall apply.	Required where applicable	Required where applicable	Required where applicable	Required where applicable	Required where applicable
			c.	**Pollution Liability (OPA, CERCLA).** With respect to any work or operations involving marine activities or work from a boat, vessel, or floating platform, T/ST/C/SC shall provide Pollution insurance to satisfy U.S. Coast Guard requirements as respects the Federal Oil Pollution Act of 1990 and the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, for $5,000,000 and statutory limits of liability as applicable.	Required where applicable	Required where applicable	Required where applicable	Required where applicable	Required where applicable
			d.	**Hull and Machinery.** With respect to any work or operations involving marine activities or work from a boat, vessel, or floating platform, T/ST/C/SC shall provide coverage at Market Value of vessel on American Institute Hull Clauses, 6/2/77 form.	Required where applicable	Required where applicable	Required where applicable	Required where applicable	Required where applicable

		SCHEDULE OF TENANT INSURANCE REQUIREMENTS FOR GROUND LEASE*							
***See Key at end of Schedule for definitions of certain terms used in this Schedule**					**During Construction of Improvements**		**All other Times**		**During Remediation Pursuant to ARMOA**
					Tenant / Subtenants	***Contractors / Subcontractors***	***Tenant***	***Subtenants***	***Tenant / Subtenants / Contractors / Subcontractors***
			e.	**Maritime Employers Liability**. With respect to any work or operations that involving diving (which is considered an 'ultra-hazardous' activity), T/ST/C/SC shall provide MEL with a limit of liability of $5,000,000, and proof of insurance coverage for these activities. The MEL coverage shall have no exclusions or limitations for diving activities.	Required where applicable	Required where applicable	Required where applicable	Required where applicable	Required where applicable
B.		**TERMS, CONDITIONS AND ENDORSEMENTS (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF T/ST/C/SC EXCEPT AS OTHERWISE PROVIDED BELOW)**							
	i.	For all policies of liability insurance, T/ST/C/SC shall provide additional insured status using ISO endorsement CG 20 10 11/85 or its equivalent naming (1) City Additional Insureds, and (2) with respect to Port-Related Activities, the Port Additional Insureds. A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT. All liability insurance required hereunder shall be primary insurance as respects Landlord and each other additional insured and any other insurance available to Landlord or any other additional insured under any other policies or self-insurance shall be excess insurance over, and not contributing with, the insurance required by this Schedule and the Lease.							
	ii.	Provide a separate certificate of insurance for each project or scope of work with the name of the project or scope of work stated thereon.							
	iii.	The words, "endeavor to" and "but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives" shall be lined out or such policy shall contain an endorsement attached to the Certificate of Insurance, that states that the policy may not be cancelled or terminated without at least ten (10) days' prior notice for nonpayment of premiums and not less than thirty (30) days' prior notice for any other reason, to Landlord.							
	iv.	Certificate holder is to be the same entity or person and the same address as indicated in the "notices" section of the Lease or other applicable agreement; and,							
	v.	All insurance required under this Schedule and the Lease shall be placed and maintained with an Insurer with a current Best Rating of A:VII or better (or a comparable successor rating) and admitted or legally authorized to sell such insurance within the State of California.							

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			Tenant / Subtenants	*Contractors / Subcontractors*	*Tenant*	*Subtenants*	*Tenant / Subtenants / Contractors / Subcontractors*
C.		**DEDUCTIBLES AND SELF-INSURED RETENTIONS (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF T/ST/C/SC EXCEPT AS OTHERWISE PROVIDED BELOW):**					
	i.	Except for limits expressly specified above, any deductible or self-insured retention must be declared to and approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed with respect to any insurance that otherwise meets all requirements of this Schedule and the Lease. Upon the written election by Landlord, in Landlord's sole and absolute discretion, the insurer shall reduce or eliminate such deductible or self-insured retentions as respects Landlord and its Councilmembers, directors, officers, agents, employees and volunteers; or the T/ST/C/SC shall provide a financial guarantee satisfactory to Landlord, in Landlord's sole and absolute discretion, guaranteeing payment of losses and related investigations, claim administration and defense expenses.					
D.		**LANDLORD PLACEMENT OF COVERAGES (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF T/ST/C/SC)**					
	i.	In the instance of an Event of Default with respect to any of the insurance provisions of this Schedule, Landlord may, at its option and without limiting any other remedies of Landlord under the Lease, take out and maintain at the expense of Tenant, such insurance in the name of T/ST/C/SC as is required pursuant to this Schedule.					
E.		**INSURANCE INTERPRETATION (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF T/ST/C/SC)**					
	i.	Unless otherwise consented to by Landlord, in its sole and absolute discretion, all endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the ISO as of the date of this Lease.					
F.		**PROOF OF INSURANCE (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF T/ST/C/SC)**					
	i.	T/ST/C/SC will be required to provide Landlord proof of all insurance required for the work or operations prior to execution of this Lease or other applicable contract, including copies of insurance policies if and when requested by Landlord.					

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	ii.	T/ST/C/SC agree that Landlord, or Landlord's designated insurance agent, manager or administrator may audit T/ST/C/SC's' books and records, insurance coverages, insurance cost information, or any other information that T/ST/C/SC provide to Landlord, or Landlord's designated insurance agent, manager or administrator to confirm the accuracy of such documents and matters.					
G.		**SUBCONTRACTORS (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF T/ST/C/SC EXCEPT AS OTHERWISE PROVIDED BELOW)**					
	i.	T/ST/C/SC shall include all subcontractors as insureds under their policies or shall furnish separate certificates and endorsements for each subcontractor. Except as otherwise expressly set forth in this Schedule, all coverages for subcontractors shall be subject to all the requirements stated herein.					
H.		**WAIVER OF CLAIMS AND SUBROGATION (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF T/ST/C/SC)**					
	i.	T/ST/C/SC waive all rights against City Additional Insureds for recovery of damages arising out of or related to the Lease or the Premises to the extent these damages are covered by the forms of insurance coverage required of T/ST/C/SC in this Schedule; provided, however, such waiver by Tenant shall not apply to the extent such damages incurred by Tenant are determined by a final non-appealable judgment of a court of competent jurisdiction to have arisen from: (a) Losses that are expressly excluded from the scope of Tenant's indemnity obligation pursuant to Section 13.1 (provided, however, that nothing in this Schedule shall be deemed to create any right of Tenant to claim any such Losses); (b) claims against (and only against) Landlord's contractors and consultants (each of any tier) arising out of the design and construction of the Public Improvements (provided, however, that nothing in this Schedule shall be deemed to create any right of Tenant to any such claims or to any Losses based on any such claims); or (c) Losses arising out of Landlord's breach of its obligations under Section 15.4.1 (provided, however, that nothing in this Schedule shall be deemed to create any right of Tenant to claim any such Losses).					
	ii.	T/ST/C/SC hereby grant to Landlord, on their own behalf and on behalf of their insurers, a waiver of subrogation which any insurer may acquire from T/ST/C/SC against City Additional Insureds by virtue of the payment of any loss. T/ST/C/SC agree to obtain any endorsement that may be necessary to further evidence this waiver of subrogation but this provision applies					

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		regardless of whether or not Landlord has received a waiver of subrogation endorsement from T/ST/C/SC's insurer. Without limiting T/ST/C/SC's obligations under the preceding paragraph and without creating any obligation under this Schedule, the Lease or otherwise, on the part of Landlord or City Additional Insureds to procure or maintain any policies of insurance, or any self-insurance, with respect to the Premises, this Lease or otherwise, if and to the extent Landlord elects, in its sole and absolute discretion, to procure and maintain any policy of insurance with respect to the Premises, Landlord agrees to use reasonable good faith efforts to obtain from such insurer a waiver of subrogation which such insurer may acquire from Landlord against T/ST/C/SC by virtue of the payment of any loss under such policy; provided, however, that Landlord and City Additional Insureds shall not incur any liability whatsoever to Tenant or any other Person for any inability or failure of Landlord, for any reason whatsoever, to obtain any such waiver of subrogation at any time.					
I.		**EVALUATION OF ADEQUACY OF INSURANCE (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF T/ST/C/SC)**					
	i.	Landlord maintains the right to modify, delete, alter or change the requirements set forth in this Schedule upon not less than ninety (90) days prior written notice to Tenant and not more frequently than one time during any five (5) year period. In the event that a policy is in force for a particular coverage at the time of such modification, and the insurer is unwilling to make such modification until the expiration of the current policy, the modification shall be applied to such coverage upon the expiration of the current policy.					
J.		**OTHER INSURANCE AND SPECIAL RISKS OR CIRCUMSTANCES (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF T/ST/C/SC)**					
	i.	In addition to the provisions of item I (Evaluation of Adequacy of Insurance) above, and notwithstanding any provision in this Schedule or the Lease to the contrary, T/ST/C/SC shall obtain such other insurance, excluding any professional liability (errors or omissions) or environmental insurance (other than pollution legal liability insurance), as is reasonably requested by Landlord's Risk Manager and is customary with respect to projects similar in nature and scope to the Project. Without limiting the preceding sentence, Landlord reserves the right to supplement this Schedule, upon not less than ninety (90) days prior written notice to Tenant, with requirements for additional coverages not currently provided herein in the event that : (i) a new risk is identified (whether or not based upon prior experience) or new coverages become available and such risk or coverage is typically required, based upon					

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		industry custom and practice, to be covered or maintained with respect to projects or activities similar to the Project or activities contemplated by this Lease; or (ii) the insurer's financial or business status or capacity materially adversely changes; or (iii) Landlord's Risk Manager, in the exercise of its reasonable judgment, deems such additional coverages necessary or appropriate to address any other special circumstances that may have arisen with respect to the Premises or T/ST/C/SC's operations or activities thereon.					
K.		**HIGHER LIMITS OF INSURANCE (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF T/ST/C/SC)**					
	i.	If T/ST/C/SC maintain higher limits than the required minimum limits specified above in this Schedule, Landlord shall be entitled to coverage for the higher limits maintained by T/ST/C/SC, up to $10 Million in excess of the required minimum limits specified above in this Schedule.					
L.		**BLANKET INSURANCE POLICIES (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF T/ST/C/SC)**					
	i.	Insurance requirements under this Schedule may be satisfied by maintaining either individual policies covering individual Improvements at the Premises, or blanket insurance policies covering multiple Improvements at the Premises and/or improvements at other locations, on condition that such blanket insurance policies shall otherwise provide in all respects the same protections as would a separate policy insuring only the individual Improvements at the Premises in compliance with the provisions of this Schedule.					

KEY:

As used in this Schedule, the following terms shall have the following meanings:

City Additional Insureds means, collectively, City, **[IF APPLICABLE, ADD ANY OTHER NECESSARY CAPACITY OF CITY]**, City Council members, directors, officers, agents, employees and volunteers.

ISO means Insurance Services Office or any successor thereto.

Port Additional Insureds means, collectively, Port, its Board of Port Commissioners and each of its Commissioners, officers, employees and agents.

Port-Related Activities means any activities conducted by T/ST/C/SC that are subject to the ARMOA or on property owned by the Port.

T/ST/C/SC means, collectively, Tenant, Subtenants, Contractors and Subcontractors.