

Attachment 9

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

The City of Oakland
250 Frank H. Ogawa Plaza, 3rd Floor
Attn: Real Estate Department
Oakland, CA 94612

Mail Tax Statements to the Above Address

THIS SPACE ABOVE FOR RECORDER'S USE

**MEMORANDUM OF LEASE DISPOSITION
AND DEVELOPMENT AGREEMENT**

This Memorandum of Lease Disposition and Development Agreement (“**Memorandum of LDDA**”) is entered into by and between the CITY OF OAKLAND, an independent municipal corporation (“**City of Oakland**”), the Oakland Redevelopment Successor Agency (“**ORSA**”) (together, for ease of reference in the body of this Agreement only, “**City**”), and PROLOGIS CCIG OAKLAND GLOBAL, LLC, a Delaware limited liability company (the “**Developer**”), with respect to that certain Lease Disposition and Development Agreement (the “**LDDA**”) with respect to the real property described on Exhibit A hereto (“**Lease Property**”). The Effective Date of the LDDA, as that term is defined in the LDDA, is _____, 2012. [*Title Company to insert Effective Date pursuant to Section 1.1.1; Delete note in execution copy*] Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the LDDA.

The City hereby agrees to lease to the Developer and the Developer hereby agrees to lease from the City, the Lease Property, each pursuant and subject to the terms and conditions of the LDDA.

The term of the LDDA shall commence upon the Effective Date and expire upon June 30, 2014 (the “**Outside Closing Date**”), unless (a) unless earlier terminated by subsequent mutual written agreement of the parties or otherwise in accordance with the LDDA or (b) such Outside Closing Date is extended pursuant to the provisions of Section 6.6.2 of the LDDA. If the Outside Closing Date is so extended, the parties shall memorialize such extended Outside Closing Date pursuant to an amendment to this Memorandum of LDDA.

This Memorandum shall incorporate herein all of the terms and provisions of the LDDA as though fully set forth herein. This Memorandum is solely for recording purposes and shall not be construed to alter, modify, amend or supplement the LDDA, of which this is a memorandum. In the event of any conflict between any provision of the LDDA and any provision of this Memorandum, the LDDA shall control.

This Memorandum shall extend to and be binding upon the parties to the LDDA and 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, City of Oakland, ORSA, and Developer have executed this Memorandum of LDDA this ____ day of _____, 2012.

[SIGNATURES FOLLOW ON NEXT PAGE]

“CITY”

THE CITY OF OAKLAND,
a municipal corporation

By: _____
City Administrator
Approved as to form and legality:

By: _____
Deputy City Attorney

"ORSA "

Oakland Redevelopment Successor Agency

By: _____
Name: _____
Title: _____

By: _____
Deputy City Attorney

“DEVELOPER”

PROLOGIS CCIG OAKLAND GLOBAL, LLC,
a Delaware limited liability company,

By: _____,
Name: _____
Title: _____

Its: Authorized signatory

Order No. _____

EXHIBIT "A"
LEGAL DESCRIPTION