

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

BANK OF MARIN
Credit Management Group
P.O. Box L
Novato, CA 94948

Assessor's Parcel Nos.: _____

**GROUND LESSOR'S CONSENT, ESTOPPEL CERTIFICATE
AND AGREEMENT**

This Ground Lessor's Consent, Estoppel Certificate and Agreement ("Agreement") is entered into by the CITY OF ALAMEDA, a California municipal corporation ("Ground Lessor"), and ENCINAL MARINA, LTD., a California Limited Partnership ("Ground Lessee"), for the benefit of BANK OF MARIN, a California banking corporation ("Lender").

RECITALS

A. Ground Lessor and Ground Lessee's predecessor in interest have heretofore entered into that certain Tidelands Lease dated as of September 7, 1983, which leasehold estate was assigned to Ground Lessee by that certain Assignment of Leasehold, recorded on March 14, 1986 under Recorder's Series No. 86-061382, Official Records of Alameda County (together with all amendments thereto and modifications thereof, the "Tidelands Lease," a true and correct copy of which is attached hereto as Exhibit "A"). The Tidelands Lease covers that certain premises located in the City of Alameda, County of Alameda, State of California, legally described in Exhibit "A-1" hereto (the "Tidelands Leased Property").

B. Ground Lessor and Ground Lessee's predecessor in interest have also heretofore entered into that certain Amended and Restated Lease dated as of January 6, 1984, a portion of which leasehold estate was assigned to Ground Lessee by an Assignment of Leasehold, recorded March 14, 1986 under Record's Series No. 86-061381, Official Records of Alameda County and by that certain Assignment of Leasehold recorded on March 14, 1986 under Recorder's Series No. 86-061382, Official Records of Alameda County (collectively, the "Assignments") (together with all amendments thereto and modifications thereof, the "Assigned A/R Leasehold," a true and correct copy of which is attached hereto as Exhibit B). The Assigned A/R Leasehold covers that certain premises located in the City of Alameda, County of Alameda, State of California, legally described in Exhibit "A-2" hereto (the "A/R Leased Property").

C. At times hereinafter, the Tidelands Lease and the Assigned A/R Leasehold shall be referred to, individually and collectively, as the “Ground Lease”. At times hereinafter, the Tidelands Leased Property and the A/R Leased Property shall be referred to, individually and collectively, as the “Leased Property”.

NOW, THEREFORE, in consideration of the foregoing and for other and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. ESTOPPEL AND CONSENT. Ground Lessor hereby certifies to Lender:

(a) Ground Lessee is obtaining an extension of credit from Lender in the principal sum of \$3,600,000.00 (“Loan”). Ground Lessee desires to secure the Loan, in part, by Ground Lessee’s interest in the Leased Property pursuant to the Ground Lease, and Lender is relying, in part, upon this Agreement in securing the Loan with, inter alia, Ground Lessee’s interest in the Leased Property.

(b) Ground Lessor is the current ground lessor under the Ground Lease.

(c) Ground Lessee is the current ground lessee or tenant under the Assigned A/R Leasehold and Tidelands Lease. Ground Lessor has not assigned or conveyed or agreed to assign or convey Ground Lessor’s interest under the Ground Lease in whole or in part.

(d) The Tidelands Lease is in full force and effect, and there have been no amendments, modifications, changes or additions since its execution, except as follows: the Assignments as described in Recital B above. Ground Lessee has duly exercised its option under provisions of the Tidelands Lease (including, without limitation, under Section 3 thereof) to extend the term of the Tidelands Lease by twenty-five (25) years, to September 7, 2033. The Tidelands Lease, as so extended, constitutes the full and entire understanding and agreement between Ground Lessor and Ground Lessee pertaining to the Tidelands Lease and the Tidelands Leased Property.

(e) The A/R Lease is in full force and effect, and there have been no amendments, modifications, changes or additions since its execution, except as follows: : the Assigned A/R Leasehold as described in Recital B above. Ground Lessee has duly exercised its option under provisions of the A/R Lease (including, without limitation, under Section 3 thereof) to extend the term of the A/R Lease by twenty-five (25) years, to April 4, 2029. The A/R Lease, as so extended, constitutes the full and entire understanding and agreement between Ground Lessor and Ground Lessee pertaining to the Assigned A/R Leasehold and the A/R Leased Property.

(f) Ground Lessee has accepted the Leased Property.

(g) The next rent payment by Ground Lessee under the Tidelands Lease is due on September 1, 2018, and Ground Lessee has made all rent payments required to be made under the Tidelands Lease. The amount of the current monthly ground rent payment under the Tidelands Lease is as set forth in Sections 4 and 6 of the Tidelands Lease.

(h) The next rent payment by Ground Lessee under the Assigned A/R Leasehold is due on April 5, 2018, and Ground Lessee has made all rent payments required to be made under the Assigned A/R Leasehold. The amount of the current monthly ground rent payment under the Assigned A/R Leasehold is as set forth in Section 4 of the A/R Lease.

(i) No rent has been paid by Ground Lessee more than thirty (30) days before its due date and no security deposit has been paid by Ground Lessee (except for any security deposit described below).

(j) A security deposit in the amount of \$0 has been paid to and received by Ground Lessor in connection with the Tidelands Lease.

(k) A security deposit in the amount of \$0 has been paid to and received by Ground Lessor in connection with the A/R Lease.

(l) Ground Lessor is not in breach or default of any of the terms, conditions or provisions of the Ground Lease.

(m) As of the date hereof, Ground Lessor does not have any claims, causes of action, judgments, liabilities or demands of any kind, nature or character against Ground Lessee concerning the Ground Lease.

(n) The Ground Lease is in full force and effect and Ground Lessee is not, in any respect, in default under the terms and provisions of the Ground Lease. Further, as of the date hereof, Ground Lessor knows of no event which would constitute a default under the terms of the Ground Lease by either Ground Lessee or Ground Lessor.

(o) The Tidelands Lease, as extended, is for a term of twenty-five (25) years, with the extended term commencing on September 8, 2008. Ground Lessee has no further option to extend the term of the Tidelands Lease. Ground Lessee has no right to purchase the Tidelands Leased Property.

(p) The A/R Lease, as extended, is for a term of twenty-five (25) years, with the extended term commencing on April 5, 2004. Ground Lessee has no further option to extend the term of the A/R Lease. Ground Lessee has no right to purchase the A/R Leased Property.

(q) Ground Lessor has not encumbered its fee interest in the Leased Property to any lender or financial institution, whether by way of mortgage, deed of trust

or other security instruments and, except as to those certain deeds of trust in favor of Fremont Bank, to Ground Lessor's knowledge, neither has Ground Lessee.

(r) Ground Lessor hereby consents to the extension of credit by Lender and the encumbrance of Ground Lessee's interest in the Ground Lease pursuant to that certain Construction Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of March ___, 2018, by Ground Lessee in favor of Lender ("Deed of Trust"). Ground Lessor acknowledges that this Agreement constitutes notice to Ground Lessor as of the encumbrance of the Ground Lease by Lender.

2. AGREEMENTS BY GROUND LESSOR. Ground Lessor has been further advised by Ground Lessee that Lender has required, in order to induce Lender to make the Loan, among other matters, the delivery of the following statements, agreements, and representations by Ground Lessor to Lender:

(a) During the term of the Loan, and except as provided in the Ground Lease, Ground Lessor will not materially change or amend the Ground Lease or any interest of the Ground Lessee thereunder without Lender's prior written consent.

Ground Lessor shall deliver to Lender a copy of any notice relating to a default by Ground Lessee under the Ground Lease at the time it gives such notice to Ground Lessee. All such notices shall be given to Lender in accordance with the Ground Lease, at Bank of Marin 504 Redwood Boulevard, Novato, California 94947, Attention: Credit Management Group, or to such other address as Lender may hereinafter designate in writing and delivered in the manner provided for notice to be given under the Ground Lease.

(b) In the event of a default by Ground Lessee under the Ground Lease, the Ground Lessor agrees that Lender shall have the right (but not the obligation) to cure such default within ninety (90) days after service of written notice by Ground Lessor to Lender of such default or breach. Further, Ground Lessor agrees that Ground Lessor shall not terminate the Ground Lease in connection with any such default which Lender has elected to remedy or cause to be remedied even if said default is not remedied within such ninety (90)-day period; provided, that Lender has commenced remedying or causing to be remedied such default within such 90-day period, and continues the process with reasonable diligence to completion, and taking into account that Lender may be required to take possession of the Leased Property or obtain the appointment of a receiver to take possession of the Leased Property.

(c) If the Ground Lease is terminated for any reason or is, in connection with any bankruptcy proceeding, rejected or terminated by a trustee, a debtor in possession or by operation of law, Ground Lessor shall, at Lender's written request within ninety (90) days after the date of any such rejection or termination, enter into a new lease of the Leased Property with Lender or a subsidiary or affiliate owned or under the control of Lender ("Lender Entity") for the remainder of the term of the Ground Lease, effective as of the date of such termination or rejection, at the rent and upon the same terms, provisions, covenants and agreements as are contained in the Ground Lease

(except for any requirements which have been satisfied by or on behalf of Ground Lessee prior to such rejection or termination and except as otherwise provided herein); provided, that Lender or Lender Entity shall, upon execution of the new lease, pay to Ground Lessor any and all sums which would have been due under the Ground Lease as of the time of execution and delivery of the new lease, but for the rejection or termination thereof. Upon execution of said new lease, Ground Lessor shall assign to Lender or Lender Entity, Ground Lessor's interest, if any, in any subleases on the Leased Property.

(d) Ground Lessor shall not terminate the Ground Lease or invoke its right to take possession of the Leased Property if within ninety (90) days after Lender receives notice from Ground Lessor of the occurrence of an event of default under the Ground Lease, Lender commences foreclosure or other proceedings in order to enforce Lender's rights under the Deed of Trust and Lender diligently proceeds in good faith to enforce its foreclosure or other remedies, including appointment of a receiver.

(e) If Ground Lessee's interest in the Ground Lease is acquired by Lender or Lender Entity, by reason of foreclosure or other proceedings brought to enforce Lender's rights under the Deed of Trust or any other security document, or by deed in lieu of foreclosure, or by any other method, the Ground Lease and the rights of the Ground Lessee thereunder shall continue in full force and effect and shall not be terminated or disturbed by Ground Lessor, except in accordance with the terms of the Ground Lease and this Agreement. Upon such acquisition by Lender or Lender Entity, Lender and/or Lender Entity shall attorn to Ground Lessor as landlord under the Ground Lease, and shall execute an agreement assuming the Ground Lease, subject to all requirements of Section 3 below, immediately upon succeeding to the interest of Ground Lessee under the Ground Lease. In the event Lender desires to enter into a new lease with Ground Lessor upon Lender's or Lender Entity's acquisition of Ground Lessee's interest in the Ground Lease, Ground Lessor shall enter into a new lease with Lender or Lender Entity upon Lender's request to Ground Lessor within ninety (90) days after such acquisition by Lender or a Lender Entity.

(f) If Lender or Lender Entity acquires title to Ground Lessee's interest in the Ground Lease by foreclosure of the Deed of Trust or by assignment or deed in lieu of foreclosure, or otherwise, or under a new lease pursuant to this Agreement, Lender or Lender Entity may assign the Ground Lease or the new lease and shall thereupon be released from all liability for the performance or observance of the covenants and conditions contained in the Ground Lease or such new lease required on said Ground Lessee's part to be performed and observed from and after the date of such assignment.

3. TIDELANDS RESTRICTIONS. The Tidelands Leased Property consists of former tide and submerged lands and is held by Ground Lessor in trust for the people of California (the "Tidelands Parcel"). The Tidelands Parcel and other tide and submerged lands within the boundaries of the City of Alameda ("City"), formerly owned by the State of California ("State"), were granted by the State to the City by Chapter 348 of the Statutes of 1913. That statute, as amended, most recently by Chapter 734 of the Statutes of 2000 (the Naval Air Station Alameda Public Trust Exchange Act, or

“Exchange Act”) is referred to herein as the “Granting Act.” The Granting Act authorizes the City to enter into leases of the granted lands for terms not to exceed 66 years. Pursuant to the Exchange Act, the City and the State, acting by and through the State Lands Commission, entered into that certain Naval Air Station Alameda Title Settlement and Exchange Agreement dated February 18, 2014 (“Exchange Agreement”). The Exchange Agreement includes a boundary settlement by which the parties agreed that certain lands within the NAS Alameda site, including the Tidelands Parcel, will be subject to the public trust for commerce, navigation and fisheries (“Public Trust”) once they are conveyed out of federal ownership, and that the City will hold those lands subject to the Public Trust and the terms and conditions of the Granting Act (“Statutory Trust”). The Public Trust and the Statutory Trust are referred to collectively herein as the “Trust.”

(a) Permitted Uses – Generally. The Tidelands Parcel may be used solely for those uses permitted in the Trust, consistent with the Ground Lease and for no other purpose. Notwithstanding anything to the contrary in the Ground Lease, no use of the Tidelands Parcel or Premises shall be made which: (i) is prohibited by federal, state or local law, ordinance or regulation; (ii) would cause a cancellation of fire insurance required under this Tidelands Lease, or (iii) would constitute a residential occupancy.

(b) Residential Uses. Residential uses are prohibited within the Tidelands Parcel.

(c) Construction Activities. Construction activities related to capital repairs or alterations of any improvements on the Lease Property, if permitted under the Tidelands Lease, shall not unreasonably interfere with the ability of the public to access and use any areas of the Tidelands Parcel designated for open space and public access that have been opened to the public.

(d) Telecommunications Towers. At no time shall telecommunications towers or Personal Wireless Services Facilities within the meaning of the Telecommunications Act of 1996 be installed, operated or maintained on or about the Tidelands Leased Property, provided, however, nothing herein shall preclude the provision of public access wireless.

(e) No Representations re Permitted Uses. Ground Lessor makes no representations or warranties that the Permitted Uses are consistent with the Trust and Ground Lessee agrees that any representations, warranties or statements made by any agent or representative of the City may not be relied upon by Ground Lessee and do not constitute a part of the Tidelands Lease. By entering into the Tidelands Lease, Ground Lessee acknowledges that it is relying solely on its own review of the restrictions contained in the Trust documents and fully assumes the risk of compliance therewith.

4. AGREEMENTS BY GROUND LESSOR AND GROUND LESSEE.
Ground Lessor and Ground Lessee hereby agree with and for the benefit of Lender that:

(a) Ground Lessor hereby intentionally and unconditionally subordinates its lien or charge upon the Leased Property in favor of the lien or charge of Lender upon the Leased Property.

(b) Notwithstanding any Ground Lease provisions to the contrary, policies of fire, casualty, and extended coverage insurance shall be carried by the Ground Lessee covering the building or buildings constructed on the Leased Property with loss payable clause to Lender, as beneficiary under the Deed of Trust, and any disposition of the proceeds thereof in case of loss shall be subject to the rights of Lender therein as provided in the Deed of Trust and thereafter as the interests of the parties appear.

(c) Any and all eminent domain or condemnation awards or damages recoverable by the Ground Lessee shall first be applied in payment of the then outstanding balance, if any, of the Loan and the balance of such awards and damages, if any, shall be paid to Ground Lessor and Ground Lessee, as their interest may appear.

(d) Ground Lessor hereby waives the right to obtain, for any liability of Ground Lessee that arises, accrues, or is the subject of legal action while the Deed of Trust is in existence, a lien on any equipment or furnishings of Lessee that may constitute a part of the improvements on the Leased Property.

(e) Unless this Agreement contradicts a term or provision of the Ground Lease, it is the parties' intent that this Agreement and the Ground Lease be construed as though no conflict exists between their terms. In the event of a conflict between the terms of the Ground Lease and this Agreement as it relates to Lender, the terms of this Agreement shall control.

(f) Subject to the terms and conditions of this Agreement, Lender shall be entitled to all of the benefits of the Ground Lease, subject to Lender's compliance with the provisions thereof.

5. FURTHER AGREEMENTS BY GROUND LESSOR AND GROUND LESSEE. Ground Lessor and Ground Lessee each further covenant and agree that, notwithstanding anything in the Ground Lease or in this Agreement to the contrary, if Ground Lessee's interest in the Ground Lease is acquired by Lender or Lender Entity, by reason of foreclosure or other proceedings brought to enforce Lender's rights under the Deed of Trust or any other security document, or by deed in lieu of foreclosure, or by any other method, then each and all of the following shall apply at all times during which Lender or Lender Entity owns or holds any right, title or interest in or to the Leased Property (including, without limitation, the leasehold estate pursuant to the Ground Lease), or the tenant's interest in the Ground Lease:

(a) the Ground Lease shall remain in full force and effect, subject, however, to the terms and provisions of this Agreement;

(b) Lender or Lender Entity, as applicable, shall succeed to the interest of Ground Lessee under the Ground Lease and shall be the new tenant under the Ground Lease, and, subject to Section 2(e) above, Ground Lessor shall recognize the same;

- (c) [Intentionally deleted];
- (d) [Intentionally deleted]; and
- (e) [Intentionally deleted].

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts, and any party hereto or thereto may execute any counterpart, each of which, when executed and delivered, will be deemed to be an original, and all of which counterparts of this Agreement, as the case may be, taken together will be deemed to be but one and the same instrument. The execution of this Agreement by any party or parties hereto or thereto will not become effective until counterparts hereof or thereof, as the case may be, have been executed by all the parties hereto or thereto.

[Signature page(s) to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Ground Lessor's Consent, Estoppel Certificate and Agreement as of the date first above written.


Dated: _____, 2018

"GROUND LESSOR":

CITY OF ALAMEDA,
a municipal corporation

By: _____
Name: Jill Keimach
Its: City Manager

APPROVED AS TO FORM:

By:  _____
Name: Janet C. Kern
Its: City Attorney

"GROUND LESSEE":

ENCINAL MARINA, LTD.,
a California Limited Partnership

By: Grand Marina Inc.,
a California corporation
Its: General Partner

By: _____
Name: Christian A. Anderson
Its: President

By: _____
Name: Peter E. Anderson
Its: Secretary

"LENDER":

BANK OF MARIN,
a California banking corporation

By: _____
Name: _____
Title: _____

[ALL SIGNATURES MUST BE ACKNOWLEDGED]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, 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: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, 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.

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WITNESS my hand and official seal.

Signature: _____

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State of California)
County of _____)

On _____, before me, _____, a Notary Public, 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.

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WITNESS my hand and official seal.

Signature: _____

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State of California)
County of _____)

On _____, before me, _____, a Notary Public, 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: _____

EXHIBIT "A-1"
Legal Description (Tidelands Leased Property)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ALAMEDA, COUNTY OF ALAMEDA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 2-A

ALL THOSE CERTAIN TIDE AND SUBMERGED LANDS DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERN LINE OF TRACT 9 OF THE MAP OF ALAMEDA MARSH LAND, AS PARTITIONED AMONG THE OWNERS THEREOF IN THE SUIT NUMBERED 8923 AND ENTITLED "PACIFIC IMPROVEMENTS COMPANY, PLAINTIFF, VS. JAMES A. WAYMIRE, ET AL., DEFENDANTS", SUPERIOR COURT OF ALAMEDA COUNTY, STATE OF CALIFORNIA, FILED JULY 30, 1900, IN MAP BOOK 25, AT PAGES 74 THROUGH 78, INCLUSIVE, ALAMEDA COUNTY RECORDS, WITH THE PERALTA GRANT LINE, AS SAID GRANT LINE IS ALSO SHOWN ON SAID MAP OF ALAMEDA MARSH LAND; AND THENCE ALONG THE NORTHEASTERLY PRODUCTION OF SAID NORTHWESTERN LINE OF TRACT 9, NORTH 29° 49' 25" EAST (SAID BEARING BEING TAKEN FOR THE PURPOSES OF MAKING THIS DESCRIPTION), 196.11 FEET, MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE U.S. PIERHEAD LINE OF 1948, AS SUCH LINE IS DESIGNATED AND SHOWN ON THE OFFICIAL MAP THEREFOR IN THE OFFICE OF THE U.S. ARMY CORPS OF ENGINEERS; THENCE ALONG SUCH PIERHEAD LINE, SOUTH 51° 43' 38" EAST, 248.70 FEET, MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE NORTHEASTERLY PRODUCTION OF THE SOUTHEASTERN LINE OF SAID TRACT 9; THENCE ALONG SAID LAST NAMED LINE SO PRODUCED, SOUTH 29° 49' 25" WEST, 146.61 FEET, MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE AFORESAID PERALTA GRANT LINE; THENCE ALONG SAID GRANT LINE, NORTH 42° 55' WEST, 146.85 FEET TO STATION 128 THEREON, AND SOUTH 89° 39' WEST, 122.29 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER:

72-381-6

EXHIBIT "A-2"
Legal Description (A/R Leased Property)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ALAMEDA, COUNTY OF ALAMEDA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 3-A:

PARCELS 23, 25, 26, 27 AND 28, AS SAID PARCELS ARE SHOWN ON THE MAP OF PARCEL MAP 2938 FILED JULY 19, 1983 IN MAP BOOK 138 AT PAGES 76 THROUGH 80, INCLUSIVE, ALAMEDA COUNTY RECORDS.

ASSESSOR'S PARCEL NUMBERS:

72-381-13 (PARCEL 23); 72-381-15 (PARCEL 25); 72-382-11 (PARCEL 26);
72-381-16 (PARCEL 27); 72-381-17 (PARCEL 28)

PARCEL 3-B:

A PORTION OF PARCEL 24 AND PARCEL 21 OF PARCEL MAP 2938, FILED JULY 19, 1983, IN MAP BOOK 138, PAGES 76 THROUGH 80, INCLUSIVE, ALAMEDA COUNTY RECORDS, PURSUANT TO THE CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 13, 2001, SERIES NO. 2001-485089, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL 24; THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY LINE OF SAID PARCEL 24, NORTH 28° 42' 10" EAST, 473.90 FEET; THENCE SOUTH 61° 17' 50" EAST, 71.36 FEET; THENCE SOUTH 28° 42' 10" WEST, 28.70 FEET; THENCE SOUTH 60° 34' 00" EAST, 50.95 FEET; THENCE SOUTH 29° 26' 00" WEST, 38.00 FEET; THENCE SOUTH 60° 34' 00" EAST, 96.26 FEET; THENCE SOUTH 29° 47' 35" EAST, 257.44 FEET; THENCE SOUTH 52° 09' 35" WEST, 109.89 FEET; THENCE NORTH 27° 58' 12" EAST, 68.51 FEET; THENCE LEAVING SAID BOUNDARY LINE OF SAID PARCEL 24, NORTH 60° 31' 49" WEST, 103.97 FEET TO A POINT ON THE BOUNDARY LINE OF SAID PARCEL 24; THENCE ALONG LAST SAID BOUNDARY LINE, THE FOLLOWING FOUR COURSES: SOUTH

29° 23' 00" WEST, 44.18 FEET; THENCE SOUTH 57° 08' 00" WEST, 17.34 FEET; THENCE SOUTH 29° 36' 0" WEST, 42.26 FEET; THENCE NORTH 76° 50' 25" WEST, 57.25 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBERS:

72-382-12; 72-381-14