

LICENSE AGREEMENT

(Phase 0 Activities - Site A)

This License Agreement (this “**Agreement**”) is entered into as of September ____, 2015 by and between the City of Alameda, a California charter city (the “**City**”), and Alameda Point Partners LLC, a Delaware limited liability company (the “**Developer**”). The City and the Developer are sometimes collectively referred to in this Agreement as the “**Parties**,” and individually as a “**Party**.” The Parties have entered into this Agreement with reference to the following facts:

RECITALS

A. The City and the Developer have entered into a Disposition and Development Agreement dated as of August 6, 2015 and approved by the City Council by Ordinance No. 3127 (the “**DDA**”), whereby the Developer intends to acquire from the City a portion of the former Naval Air Station Alameda (“**NAS Alameda**”) commonly referred to as Site A (the “**Property**”). Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the DDA.

B. Section 9.2 of the DDA requires the Developer to implement an approved Phase 0 Activities Plan. The premises and buildings subject to this Agreement shall consist of those portions of the Property and other, proximate City-owned property, each as further described in the Approved Event Notices (defined below) (the “**Premises**”).

C. Portions of the Premises, including Building 113, may be subject to the restrictions imposed on property subject to the public trust that limits the use of such properties to uses that are not prohibited by the provisions of Senate Bill 2049, Chapter 734 of the Statutes of 2000 amending Section 1 of Chapter 594 of the Statutes of 1917 (the “**Tidelands Trust Restrictions**”).

D. The purpose of this Agreement is to set forth the terms, conditions and covenants upon which the City will grant the Developer the temporary right to enter upon the Premises to implement the approved Phase 0 Activities Plan.

AGREEMENT

NOW, THEREFORE, in reliance on the foregoing recitals, and in consideration for and in the Premises, of the faithful performance by the Developer of the terms, conditions and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Section 1. Phase 0 Activities Plan; Event Notices. The initial Phase 0 Activities Plan, which has been approved by the City Council of the City pursuant to Section 9.2(a) of the DDA, is attached hereto as Exhibit A. It is contemplated that the Developer will obtain the City Manager’s approval of updates to the Phase 0 Activities Plan on an annual basis pursuant to Section 9.2(b) of the DDA. The then-current, approved Phase 0 Activities Plan is referred to herein as the “**Approved Plan**.” The Approved Plan provides a detailed schedule of events and

a general description of the events, location and proposed vendors which will be participating in the specified events. The parties agree that, for each event listed in the Approved Plan, the Developer shall submit a detailed event notice (each, an “**Event Notice**”) to the City Manager requesting approval of the updated and more detailed description of the Event Notice. Each Notice shall be submitted at least twenty eight (28) calendar days prior to the date for the applicable event set forth in the Approved Plan; provided, however, that any Event Notice that includes Building 113 shall be submitted at least one hundred and eighty (180) days prior to the applicable event set forth in the Approved Plan. Each Event Notice shall include the following information, which shall be consistent with the Approved Plan:

a. A site plan for the event which identifies the areas where the Developer will require exclusive use to implement the event, which, upon approval of the applicable Event Notice, shall define the “**Premises**” under this Agreement for such event;

b. For each portion of the Premises, whether the Developer will require the exclusive or non-exclusive use of the such portion of the Premises;

c. A schedule for the event which identifies the required set up period, the term of the event and the required break down period;

d. A description of any additional activities that will be conducted in conjunction with the event that are not listed in the Approved Plan, which, along with the activities listed in the Approved Plan and upon the approval of the applicable Event Notice, shall constitute the “**Permitted Uses**” for such event;

e. A list of vendors that will participate in the event, which list will identify vendors which will be constructing temporary improvements or otherwise establishing an exclusive use area within the Premises, which, upon approval of the applicable Event Notice, shall constitute approved sub-licensees for such event;

f. A list of permits (to be) obtained for the event;

g. A description of the temporary improvements to be constructed for the event;

h. A fencing plan for the event;

i. A parking plan for the event;

j. Any off-site signage plan for the event; and

k. Notice of whether written waivers will be required for participation in the event (or particular activities).

The City shall not unreasonably withhold, condition or delay its approval of an Event Notice that is consistent with the terms of the Approved Plan and this Agreement. The City shall provide the Developer with written notice of its approval or disapproval of any proposed Event Notice within fourteen (14) calendar days after receipt thereof. Any disapproval shall specifically state the

basis of the approval and the changes to the proposed Event Notice that are necessary to obtain the City's approval. Each Event Notice that is approved pursuant this Section 1 is referred to herein as an "Approved Event Notice."

Section 2. Grant of License. The City hereby grants to the Developer, and the Developer's employees, contractors, agents and approved sub-licensees (each a "Licensee", and collectively, the "Licensees") a license to access and use each Premises described in an Approved Event Notice, which access and use shall be (a) solely for the Permitted Uses set forth in such Approved Event Notice to be conducted in accordance with the terms and conditions of this Agreement, (b) for the term of the event set forth in such Approved Event Notice and (c) subject to any prior easements, leases or other recorded encumbrances/ matters (the "License"). The exclusive or non-exclusive nature of the License shall be as set forth in the Approved Event Notice. The parties acknowledge that the schedule for the Approved Plan provides for the Licensees' intermittent (rather than continuous) use of the Premises and, therefore, (x) the Licensees' rights and obligations under the License and this Agreement shall only be applicable for the terms set forth in the Approved Event Notice; (y) shall only be applicable to the portion of the Premises covered in the Approved Event Notice; and (z) the Licensees shall have no rights and obligations under the License and this Agreement for the time periods prior to and after the terms set for the in the Approved Event Notices.

(a) Approved Sub-Licensees. The Developer shall be required to have a written agreement with each approved sub-licensee, which agreement shall require the sub-licensee to indemnify the City and name the City as an additional insured under applicable required insurance policies to the same extent such sub-licensee is required to indemnify the Developer or name the Developer as an additional insured. Subject to the requirements of applicable law, the Developer shall be entitled to establish the insurance requirements, if any, for the approved sub-licensees in the Developer's sole and absolute discretion. The Developer shall have the right to substitute approved vendors for a particular event upon written notice to the City.

Section 3. Additional Requirements.

(a) Generally. Notwithstanding anything to the contrary in this Agreement, no use of the Premises shall be made which is prohibited by federal, state or local law, ordinance or regulation. The use of the Premises (or any portion thereof) by, or on behalf of any Licensee for any purpose other than a Permitted Use will be grounds for immediate termination of the License.

(b) Tidelands Trust. Any portions of the Premises that are subject to the Tidelands Trust Restriction must be used for uses that are not prohibited by the Tidelands Trust Restriction, subject to the approval of the City in its reasonable discretion. Subject to the foregoing, permitted uses may include, without limitation, full service or casual dining restaurants open to the general public; visitor-serving retail or recreational uses; and rental for events, fundraising, conferences, meetings and parties; maritime-related uses, including ancillary office related thereto; public access; open space; and parking for approved uses.

(c) Building 113. Building 113 has been designated a non-conforming, non-trust building that may be used for non-Trust purposes for the remainder of its useful life, which runs until the earlier of: (1) September 27, 2040; or (2) such time as the building is altered to enlarge its footprint or building envelope (“**Non-Conforming Period**”). During the Non-Conforming Period, Building 113 may be used for uses otherwise permitted by this Agreement and an Approved Event Notice. Following the Non-Conforming Period, the uses of Building 113 shall be consistent with Section 3(b).

(d) Regulatory Approvals Required. Nothing in this Agreement shall be construed as relieving Licensee of its obligation to obtain all required regulatory approvals or permits from the City of Alameda for any proposed use of the Premises, or as affecting the City’s authority to deny or condition such required regulatory approvals or permits. In approving a Permitted Use, improvement or other activity under this Agreement, the City is acting in its capacity as owner and trustee of the Building and Premises only, not in its regulatory capacity, and such approval is in addition to, and not in lieu of, any required regulatory approvals for the use, improvement or other activity by the City of Alameda or other regulatory agency.

(e) Construction Activities. Other than the anchoring of temporary improvements that does not involve material excavation, Licensee shall not be permitted to conduct any earth movement or subterranean construction unless such activities are approved by the City prior to any construction or earth movement in its sole and absolute discretion and conducted in accordance with any applicable soil management plan or other conditions imposed by the City.

(f) Advertising and Signage. Licensee shall not have the right to place, construct or maintain any sign or advertising on the Premises without the City’s prior written consent.

(g) Telecommunication Equipment. At no time shall Licensee have the right to install, operate or maintain telecommunications or any other equipment on the roof or exterior areas of the Premises, except as may be necessary for Licensee’s Permitted Use of the Premises and Licensee’s installation of such equipment is done in full compliance with the DDA. Licensee acknowledges that neither the City nor any agent of the City has made any representation or warranty with respect to the Premises, or infrastructure with respect to the suitability or fitness of either for the conduct of Licensee’s business or for any other purpose.

(h) Title to Improvements; Removal. Licensee shall own all of the improvements and all appurtenant fixtures, machinery, personal property and equipment installed in the Premises. The Developer shall remove all improvements and appurtenant fixtures installed by Licensees under the License and remove all machinery, personal property and equipment installed in the Premises on or before the earlier to occur of (i) the expiration of the term of a specific event set forth in such Approved Event Notice or (ii) the expiration or earlier termination of this Agreement.

Section 4. Term. The term of this Agreement will commence as of the Execution Date and shall end on the earliest of: (i) conveyance of the portion of the Premises subject to the DDA to the Developer in accordance with the terms set forth in the DDA, but only as to the

portion of the Premises actually conveyed; (ii) the expiration of the last event scheduled in the Approved Plan; or (iii) as otherwise terminated as provided herein (“**Term**”).

Section 5. No Representations or Warranties; Release of City. The Developer acknowledges that portions of the Premises were previously owned by the Navy and conveyed to the City pursuant to the Memorandum of Agreement between the Navy and the City. The Developer further acknowledges that, by this Agreement, the City makes no representation, covenant, warranty, or promise of any kind whatsoever to the Licensees with respect to the Premises, and the Developer is not relying on any representation, covenant, warranty, or promise by the City in entering into this Agreement. The Developer accepts the Premises in their current "as-is" condition including all faults, or defects, or hazardous conditions known or unknown (if any). The City shall not be liable to the Licensee or their guests or invitees for, and the Licensees hereby waive and release the City and its elected and appointed officials, board members, commissions, officers, employees, attorneys, agents, volunteers and their successors and assigns (collectively, the "**Indemnified Parties**") from, any and all liability, whether in contract, tort or on any other basis, for any injury, damage, or loss (“**Claims**”) resulting from or attributable to an occurrence on the Premises, the condition of the Premises, or the use or occupancy of the Premises pursuant to the License or this Agreement, except nothing herein shall negate, limit, release, or discharge the Indemnified Parties in any way from, or be deemed a waiver of any Claims by the Developer (or anyone claiming by, through or under the Developer) to the extent arising from the gross negligence or willful misconduct of the Released Parties . Accordingly, the Developer, on behalf of itself and anyone claiming by, through or under the Developer, hereby assumes the above-mentioned risks and hereby expressly waives any right the Developer and anyone claiming by, through or under the Developer, may have under Section 1542 of the California Civil Code, which reads 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.

Developer's Initials: _____

The Developer acknowledges that the release set forth in this Section is an integral part of this Agreement, and that the City would not have agreed to permit the Licensees to use the Premises without the release set forth above.

Section 6. City's Right to Enter the Premises. The Developer agrees that the City's agents and employees shall have the right, throughout the License Term, to enter upon the Premises to inspect for the Licensees' compliance with applicable laws and regulations, an Approved Event Notice and this Agreement, upon at least twenty four (24) hours prior written notice and having provided the Developer with the opportunity to have a representative accompany the City's agents and employees. Throughout the License Term, as between the City and the Developer, the Developer shall be responsible for providing all security measures deemed necessary by the Developer at the Premises at the sole cost and expense of the Developer.

Section 7. Insurance. Throughout the License Term, the Developer shall comply with the insurance requirements set forth in Sections 16.2, 16.3, 16.4, 16.9 and 16.10 of the DDA. Further, if a Permitted Use under an Approved Event Notice includes the sale or service of alcohol, the applicable sublicensee shall be required to maintain the following insurance and comply with the provisions of Sections 16.9 and 16.10 of the DDA that are applicable to such insurance: a liquor liability insurance policy in an amount not less than \$1,000,000 per occurrence.

Section 8. Indemnification. The Developer shall indemnify, defend (with counsel chosen by the Developer and reasonably acceptable to the City), and hold harmless the Indemnified Parties against all third party suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of the Licensees' performance or non-performance under this Agreement. This defense, hold harmless and indemnity obligation shall not extend to any claim to the extent arising from the applicable Indemnified Party's gross negligence or willful misconduct. The Developer's obligation to indemnify, defend and hold harmless under this Section 8 shall survive termination of this Agreement, and shall be interpreted broadly so as to apply to any legal or administrative proceeding, arbitration, or enforcement action. Notwithstanding the foregoing to the contrary, provisions of this Section 8 shall not apply to (a) any matters related to the Approved Plan that occur outside the boundaries of the Premises unless such matters directly involve the Developer or any other Licensee or (b) any matters arising out of or related to Hazardous Materials, which are addressed in Section 10 below.

Section 9. No City Improvements. The City is not required, at any time, to make any improvements, alterations, changes, or additions of any nature whatsoever to the Premises to accommodate the installation, use, or operation of any equipment or structures by the Licensees. The Developer expressly acknowledges that any expenditures or improvements it may make will in no way alter the City's rights under this Agreement.

Section 10. Hazardous Materials. The Developer shall not engage in, or permit any Licensee to engage in, any activity on the Premises that violates any Hazardous Materials Law (as defined in the DDA). In no event shall the Premises be used as a site for the use, generation, manufacture, storage, treatment, release, discharge, disposal, transportation or presence of any Hazardous Materials with the exception for the lawful use and storage of only such quantities as may be required to implement the Approved Plan. The Developer shall indemnify, defend (with counsel chosen by the City and reasonably acceptable to the Developer), and hold harmless the Indemnified Parties from and against all third party suits, actions, claims, causes of action, costs, demands, judgments, liens damage, cost, expense or liability the City may incur directly or indirectly arising out of or attributable to any New Release caused by any Licensee, including without limitation: (1) the costs of any required or necessary repair, cleanup or detoxification of the Property or the Project, and the preparation and implementation of any closure, remedial or other required plans and (2) all reasonable costs and expenses incurred by the City in connection with clauses (1) , including but not limited to reasonable attorneys' fees. The defense, hold harmless and indemnity obligations contained in this Section 10 shall not extend to any claim to the extent arising from the City's gross negligence or willful misconduct. The Developer's obligation to indemnify, defend and hold harmless under this Section 10 shall survive termination of this Agreement, and shall be interpreted broadly so as to apply to any legal or administrative proceeding, arbitration, or enforcement action.

Section 11. Liens. The Developer shall keep the Premises free from all liens, including but not limited to mechanics' liens, contractors' liens, and materialmen's liens, and other encumbrances by reason of its Licensees' use or occupancy of the Premises pursuant to the License. If Developer fails to pay and or discharge the liens when due, the City will have the right to pay the same and charge the amount to the Developer. All accounts not paid within thirty (30) days of the date of demand shall accrue interest at the maximum rate allowed by law.

Section 12. Non-Possessory Interest. Notwithstanding the License granted herein, the City retains full ownership and possession of the Premises, and the Developer will not acquire any ownership interest, or estate in the Premises, whether temporary, permanent, revocable, or irrevocable, possessory, or otherwise, by reason of this Agreement, or by the exercise of the rights granted herein. The Developer will make no claim to any such estate or interest and the Developer hereby waives and relinquishes any and all right or claim the Developer has or may have in or to any such estate or interest. Any violation of this provision will void and terminate the License granted herein.

Section 13. Compliance with Law; Conduct of the Licensees. The License is subject to, and in their activities contemplated by this Agreement, the Developer and its respective Licensees shall at all times comply with: (a) all applicable federal, state, county and local laws, including, but not limited to all Hazardous Materials Laws; (b) all covenants, conditions and restrictions of record; and (c) all applicable ordinances, zoning restrictions, rules, regulations, and orders, and any requirements of any duly constituted public authorities now or hereafter in any manner affecting the Premises or the streets and ways adjacent thereto. All activities conducted on the Premises by the Licensees shall be done in a safe, workmanlike manner, and the Developer shall not create, and shall not permit, any dangerous or unsafe condition at or about the Premises. In the event the City reasonably determines that the Licensees' activities in any way endanger the Premises, or the health and safety of any person or property, the City may, at the City's reasonable discretion, temporarily halt the applicable Permitted Use of the Premises by the Developer or the Licensees until proper and appropriate protective measures may be taken to eliminate such endangerment. The City's right to halt activities under this Section shall not in any way affect or alter the Developer's obligations hereunder that pertain to health, safety, or the protection of the environment.

Section 14. Assignments. The License is personal to the Developer and its Licensees, and the Developer shall not assign, transfer or sell the License or any privilege hereunder in whole or in part (other than to a party to whom the Developer may assign its rights under this Agreement, where such assignment is permitted under Section 12.4 of the DDA), and any attempt to do so will be void and confer no right on any third party.

Section 15. Revenue.

(a) License Revenue. As used in this Agreement, the term "License Revenue" shall mean all sums of money generated from the Licensee's use of the Premises.

(b) Use Revenue. All License Revenue generated from the use of the Premises shall be collected by the Developer and used by the Developer in accordance with this Section 15, and for no other purpose. The Developer shall use all License Revenue to cover

costs associated with the Approved Plan and the use of the Premises, and to pay for other costs associated with the development of the Project as described in the DDA. All costs and expenses associated with the Approved Plan will be considered Development Costs as that term is defined in Section 2.3 of the DDA and all revenue generated from the Approved Plan and the Premises will be included in Gross Cash Receipts, as that term is defined in Section 2.3 of the DDA.

Section 16. Use Permit. Licensee and any of its sub-licensees shall maintain a City of Alameda Use Permit and other applicable City permits and approvals for the intended use of the Building(s) and Premises (collectively “**Use Permit**”).

Section 17. Events of Default. The occurrence of any of the following shall constitute a material default and breach of this Agreement:

(a) Any attempted assignment of the License by the Developer in violation of Section 14 of this Agreement.

(b) The violation by the Developer or the Developer's Licensees of any Hazardous Materials Law, or any other law, resolution, ordinance, statute, code, regulation or other rule of any governmental agency in connection with such Licensees' activities pursuant to this Agreement.

(c) A failure by the Developer to observe and perform any other provision of this Agreement to be observed or performed by the Developer (including but not limited to the use of License Revenue).

(d) Any attempt to exclude the City or the Indemnitees from the Premises, or otherwise hinder the City or the Indemnitees access or use of the Premises, except as set forth herein.

(e) The occurrence of any Developer Event of Default under the DDA.

Section 18. Remedies.

(a) In the event of any default by the Developer which continues uncured for more than thirty (30) days after the City notifies the Developer in writing of such default, then in addition to any other remedies available to the City at law or in equity, the City shall have the option to terminate the License and all rights of the Developer hereunder by giving written notice of termination to the Developer.

Upon such termination, the City will have the right to remove from the Premises any personal property placed on the Premises by the Licensees, including but not limited to, any equipment, structures and improvements. In addition, the City may immediately recover from the Developer all amounts due and owing hereunder, plus interest at the lesser of ten percent (10%) per annum or the maximum rate permitted by law on such amounts until paid, as well as any other amount necessary to compensate the City for all damages caused by the Developer's failure to perform its obligations under this Agreement.

Section 19. Attorneys' Fees. In the event of any action or proceeding at law or in equity between the City and the Developer to enforce any provision of this Agreement or to protect or establish any right or remedy of either party hereunder, the unsuccessful party to such litigation shall pay to the prevailing party all costs and expenses, including reasonable attorneys' fees incurred therein by such prevailing party, and if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses and reasonable attorneys' fees shall be included in and as a part of such judgment.

Section 20. Waiver. Any waiver or consent by the City of any provision hereof must be in a writing signed by the City. No waiver by the City of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by the Developer of the same or any other provision. The City's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of the City's consent to or approval of any subsequent act by the Developer. Any waiver by the City, or whenever any other action by the City is required or permitted under this Agreement, such action may be given, made, or taken by the City Manager, or by any person who shall have been designated in writing to the Developer by the City Manager, without further approval by the City Council.

Section 21. Notices. Any notice or communication required hereunder to be given by the City or the Developer shall be in writing and shall be delivered by each of the following methods: (1) electronically (e.g., by e-mail delivery); and (2) either personally, by reputable overnight courier, or by registered or certified mail with a return receipt request. Notwithstanding the time of any electronic delivery, the notice or communication shall be deemed delivered as follows:

(a) If delivered by registered or certified mail, the notice or communication shall be deemed to have been given and received on the first to occur of: (A) actual receipt by any of the addressees designated below as a party to whom notices are to be sent; or (B) five (5) days after the registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If delivered personally or by overnight courier, a notice or communication shall be deemed to have been given when delivered to the Party to whom it is addressed.

(b) Either Party may at any time, by giving ten (10) days' prior written notice to the other Party pursuant to this section, designate any other address in substitution of the address to which such notice or communication shall be given.

(c) Addresses. The address of each party for the purpose of all notices permitted or required by this Agreement is as follows:

To City:
City of Alameda
Alameda City Hall, Rm 320
2263 Santa Clara Avenue
Alameda, CA 94501
Attn: City Manager
Email: lwarmerdam@alamedaca.gov

With a copy to:
City of Alameda
Alameda City Hall, Rm 280
2263 Santa Clara Avenue
Alameda, CA 94501
Attn: City Attorney
Email: jkern@alamedacityattorney.org

If to Developer to:
Alameda Point Partners LLC
Attn: Bruce Dorfman
39 Forrest Street, Suite 201
Mill Valley, CA 94941
Telephone: 415-381-3001
Facsimile: 415-381-3003
Email: bd@thompsondorfman.com

With a copy to:
Madison Marquette
Attn: Pam White
909 Montgomery Street Suite 200
San Francisco, CA 94133
Telephone: 415-277-6828
Facsimile: 415-217-5368
Email: pam.white@madisonmarquette.com

(d) Special Requirement. If failure to respond to a specified notice, request, or other communication within a specified period would result in a deemed approval, a conclusive presumption, a prohibition against further action or protest, or other adverse result under this Agreement, the notice, request or other communication shall state clearly and unambiguously on the first page, with reference to the applicable provisions of this Agreement, that failure to respond in a timely manner could have a specified adverse result.

Section 22. Recording. This Agreement shall not be recorded in the official records of Alameda County; provided, however, the City, may, at the City's sole discretion, post a notice of non-responsibility at the Premises, and thereafter record such notice against the Premises in accordance with Civil Code Section 3094.

Section 23. Governing Law. This Agreement shall be governed by and construed in accordance with California law, without resort to choice of law principles.

Section 24. Binding on Successors. Except as prohibited by Section 14, above, this Agreement and the Parties' respective obligations hereunder shall be binding upon, and shall inure to the benefit of, the Parties' respective representatives, successors, and assigns.

Section 25. Entire Agreement. This Agreement, in conjunction with the DDA, constitutes the sole understanding of the Parties with respect to the subject matter of this Agreement, and may not be amended or modified except in writing signed by the City and the Developer. The Developer has read and reviewed this Agreement and agrees that any rule of construction to the effect that ambiguities are to be resolved against the drafting party (including, but not limited to Civil Code Section 1654, as may be amended from time to time) shall not apply to the interpretation of this Agreement.

Section 26. Exhibits. The following exhibits are attached to and incorporated into the Agreement:

Exhibit A Approved Phase 0 Activities Plan

Section 27. Multiple Originals; Counterparts. This Agreement may be executed in counterparts and multiple originals, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties have signed this Agreement on the dates indicated below.

CITY OF ALAMEDA

By: _____
City Manager

Elizabeth Warmerdam, Interim

Date: _____

Attest:

Recommended for Approval:

Lara Weisiger, City Clerk

Jennifer Ott, Chief Operating Officer
Alameda Point

Approved as to Form:

Farimah F. Brown
Senior Assistant City Attorney

Andrico Q. Penick
Assistant City Attorney

ALAMEDA POINT PARTNERS, LLC,
a Delaware limited liability company

By: Alameda Point Investments, LLC,
a California limited liability company (formerly
known as Alameda Point Properties LLC),
its managing member

By: NCCH 100 Alameda, L.P.,
a Delaware limited partnership,
its managing member

By: Maple Multi-Family Development,
L.L.C., a Texas limited liability
company,
its General Partner

By:

William W. Thompson

Name:

WILLIAM W. THOMPSON

Title:

VICE PRESIDENT

EXHIBIT A

Approved Phase 0 Activities Plan