

PROPERTY MANAGEMENT, LEASING AND LICENSING AGREEMENT

THIS PROPERTY MANAGEMENT, LEASING AND LICENSING AGREEMENT (this "Agreement"), is made as of October 5th, 2016 ("Effective Date"), between the CITY OF ALAMEDA, a municipal corporation (the "City"), and RiverRock Real Estate Group, a California Corporation ("Property Manager"), of 1333 N. California, Blvd Suite 310, Walnut Creek, CA 94596.

RECITALS

This Agreement is entered upon the basis of the following facts, understandings and intentions of the City and Property Manager, sometimes collectively referred to herein as the "Parties".

A. The City owns certain real property within Alameda Point ("the Alameda Point Properties") identified by address and, in some cases, by Building Number, on the attached Exhibit A and incorporated herein by reference. The City also owns certain (i) Tidelands Trust Properties (the "Tidelands Trust Properties") granted by the State of California by Statutes 1913, Chapter 348, as amended by Statutes 1917, Chapter 594 (collectively, the "Tidelands Grant"), (ii) properties on which cell towers are located ("the Cell Towers Properties) and (iii) other City-owned Properties (identified on Exhibit A-1 as "City of Alameda Leases and CIC/FISC leases" and collectively referred to as the Other City-owned Properties"). The Tidelands Trust Properties, the Cell Towers Properties and the Other City-owned Properties are identified by address on the attached Exhibit A-1 and incorporated herein by reference. Collectively, the Alameda Point Properties, the Tidelands Trust Properties, the Cell Towers Properties, and the Other City-owned Properties shall be referred to as "the Managed Properties".

B. Pursuant to the Tidelands Grant, the City holds the Tidelands Trust Properties in trust for the following uses and purposes and express conditions:

That said lands shall be used by said City and its successors, solely for the establishment, improvement and conduct of a harbor, and for the constructions, maintenance and operation thereof of wharves, docks, piers, slips, quays and other utilities, warehouses, structures and appliances necessary or convenient for the promotion, benefit and accommodation of commerce and navigation, and said City or its successors shall not except as herein authorized, at any time grant, convey, give or alien said lands or any part thereof to any individual, firm or corporation for any purpose whatever, provided, that said City or its successors may grant franchises thereon for limited periods, for wharves and other public uses and purposes, and may lease said lands, or any part thereof, for limited periods, for purposes consistent with the trusts upon which said lands are held by the State of California and this grant, for a term not to exceed 25 years, and on

such other terms and conditions as said City may determine, including a right to renew such lease or leases for a further term not exceeding 25 years or to terminate the same on such terms, reservations and conditions as may be stipulated in such lease or leases, and said lease or leases may be for any and all purposes which shall not interfere with navigation or commerce, with reversion to the said City on the termination of such lease or leases of any and all improvements thereon, and on such other terms and conditions as the said City may determine, but for no purpose which will interfere with the navigation or commerce; subject also to a reservation in all such lease or such wharfing out privileges of a street, or of such other reservation as the said City may determine for sewer outlets, and for gas and oil mains, and for hydrants, and for electrical cables and wires, and for such other conduits for municipal purposes, and for such public and municipal purposes and uses as may be deemed necessary by the said City, upon compensation being made for the injury and damage done to any improvement or structure thereon.

C. In accordance with the Tidelands Grant by the State of California, the City, in the granting of any and all such lease, shall, whenever in its judgment it can reasonably do so, give preference to the owners of upland abutting the Tidelands Trust Properties.

D. The City desires to obtain the services of Property Manager as property manager of the Managed Properties with responsibilities for managing, operating, maintaining and servicing the Managed Properties and, as to the Tidelands Trust Properties, in compliance with the Tidelands Grant and for the performance on behalf of the City of certain obligations with respect to the Tidelands Trust Properties, as more specifically set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

ARTICLE I DUTIES OF PROPERTY MANAGER

Section 1.1 Appointment of Property Manager. The City hereby appoints Property Manager as property manager of the Managed Properties with the responsibilities and upon the terms and conditions outlined in this Agreement, and Property Manager hereby accepts such appointment.

Section 1.2 Property Management of the Managed Properties. The Property Manager shall diligently perform its duties hereunder and shall devote sufficient time and effort to the Managed Properties to ensure that it is managed, leased, operated, maintained and serviced in good, well-maintained condition and in a manner comparable to similar professionally managed developments. In addition

to providing the Property Management Services (as hereinafter defined), Property Manager shall perform such other services as the City may reasonably request in connection with the Managed Properties and, as to the Tidelands Trust Properties, consistent with its status as professionally managed Tidelands Trust Properties of their type.

Section 1.3 Specific Management Services. Without limiting the generality of any other term or provision of this Agreement, Property Manager shall provide the following services (the "Property Management Services").

(a) Personnel. Property Manager shall, as employees of Property Manager and not of the City, hire, pay, supervise and discharge all employees and personnel necessary for the operation of the Managed Properties. Such personnel shall in every instance be the employees or independent contractors of Property Manager and not of the City. Subject to reimbursement as hereafter set forth, the salaries, wages and other compensation and fringe benefits (including, without limitation, workers' compensation and other insurance, employer's and employee's taxes and vacation, hereafter collectively "Wages") of such employees and personnel shall be paid by Property Manager and reimbursed by the City as provided in the City approved annual budget. Additionally, at the expense of Property Manager, executive personnel of Property Manager will be charged with the performance of Property Manager's obligations under this Agreement and with the general supervision, direction and control of the Managed Properties' personnel. Property Manager shall comply with all laws, statutes and ordinances relating to the employment of its employees, including, without limitation, those requiring workers' compensation insurance to cover all of Property Manager's employees. Property Manager shall remove from the Managed Properties all persons whom the Property Manager, in the exercise of its good business judgment, or whom the City, in its reasonable judgment, deems unnecessary or undesirable for the operation and management of the Managed Properties, which removal shall be in compliance with applicable laws, statutes and ordinances.

(b) Collection and Handling of Money.

(i) Property Manager shall diligently undertake the collection of rents and other charges payable by tenants of each of the Managed Properties under the terms of their leases and any sums otherwise payable to the City with respect to each of the Managed Properties. All sums collected by Property Manager shall be deposited immediately in an interest-bearing account (all interest shall accrue to the benefit of the City), approved by and established in the City's name, for the benefit of, and held in trust for, the City, in a bank which has been approved by the City. Funds collected by Property Manager from each of the Managed Properties shall not be commingled with any other funds collected by Property Manager from properties not a part of the Managed Properties. If required by law, Property Manager shall establish separate accounts for holding tenants' security deposits, and funds in such accounts shall not be commingled with other

funds of Property Manager. Funds may only be withdrawn from the account by Property Manager for permissible expenditures pursuant to this Agreement.

(ii) Property Manager acknowledges that the City has certain regularly scheduled payments that it must make on a regular basis out of the revenues from certain of the Managed Properties, including debt service on bonds. Within fifteen (15) days after the end of each calendar month, Property Manager shall cause to be disbursed to the City all funds in any of the bank accounts established by Property Manager (other than any accounts established for the deposit of tenants' security deposits), less any amounts which are necessary in order to meet anticipated expenses of such Properties coming due during the next thirty (30) days, accompanied by the reports required under Section 1.3(d) below.

(c) Surety Bond. Employees of Property Manager who are responsible for, or have access to, money of the City shall be bonded by a fidelity bond company at the expense of Property Manager or covered under Property Manager's crime insurance policy. Property Manager shall provide a crime insurance policy or a surety bond to the City in form, amount, and substance approved by the City's Risk Manager, which at a minimum shall be an amount equivalent to 60-90 days of receipts.

(d) Books and Records.

(i) Property Manager shall maintain complete books and records in accordance with generally accepted accounting principles applied on a consistent basis in connection with its management and operation of each of the Managed Properties and such books and records shall be clearly identified and readily accessible.

(ii) Property Manager shall make the books of account and all other records relating to, or reflecting the operation of each of the Managed Properties, including without limitation, computer records and electronic data, all of which Property Manager agrees to keep safe, available and separate from any records not relating to the Managed Properties, available to the City and its representatives at all reasonable times for examination, audit, inspection and transcription. Property Manager shall provide access to the City or its respective designees during normal business hours upon request by the City. The records for each of the Managed Properties shall be kept on-site at the principal office of the Property Manager. The City may examine and audit the records, make any copies or transcripts therefrom it wishes, and inspect all work, data, documents, proceedings, and activities related to this Agreement. Such records shall be kept separate from other documents of Property Manager and shall be maintained for a period of three (3) years after receipt of final payment. For purposes of this provision, the term "record" shall have the definition it has in the Public Records Act of the State of California (Cal. Gov't. Code Section 6250 *et seq.*).

(iii) Upon the City's reasonable request, Property Manager shall deliver to the City copies of any source materials utilized by Property Manager in preparing the records, books and accounts.

(iv) Upon termination of the Agreement, Property Manager, at the City's written request, shall turn over copies of all such books and records to the City.

(v) Property Manager agrees to render to the City on or before the twentieth (20th) day of each calendar month a detailed financial report as specified in Article III. Property Manager shall, at the City's written request (such request to be not less than sixty (60) days), have an annual audit of the books and records of each of the Managed Properties made by a firm of certified public accountants or other auditors approved by the City, which audit shall be certified as to the fairness of the presentation of such financial statements and notes and the preparation thereof in accordance with generally accepted accounting principles applied on a consistent basis, but shall in no event include any tax return preparation relating to each of the Managed Properties. The expense of the annual audit shall be an expense of the City.

(vi) If supplemental examination or audit of the records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records determines there is an error that exceeds 5% of the total annual operating expenses, then Property Manager shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

(vii) Property Manager will cooperate with, and give reasonable assistance to, any accountant or other person designated by the City to examine such records.

(e) Repairs and Maintenance.

(i) Property Manager shall make all repairs and perform all maintenance on the buildings, grounds and other improvements of the Managed Properties necessary to maintain the Managed Properties in good well-maintained condition, in a manner comparable to similar professionally managed developments and any other reasonable standards approved by the City from time to time. Property Manager shall also use commercially reasonable efforts to perform or furnish any and all emergency repairs or services necessary for the preservation of the Managed Properties or to avoid the suspension of any service to any of the Managed Properties or danger to life or property. Property Manager shall give prompt notice of any emergency repairs to the City and to make reasonable efforts to secure the City's prior written approval. Emergency repairs or services may be made or furnished by Property Manager without the City's prior approval, but only if it is not reasonably feasible to secure such prior approval. In any event, Property Manager

shall, not later than two (2) business days after performing or furnishing an emergency repair or service, notify the City of the details and cost thereof. For providing the services of this Section 1.3 (e)(1), City shall compensate Property Manager as provided in the attached Exhibit B, "Construction Management Fees".

(ii) Notwithstanding the provisions of Section 1.3(e)(i) above, Property Manager's obligations for repair and maintenance of any of the Managed Properties shall not include repair and maintenance of utilities located within the public rights of way. The Property Manager shall maintain, or cause to be maintained, the lateral utility lines from the area on the Managed Properties outside the public rights of way and within the buildings for each of the Managed Properties. The utilities located within the public rights of way (or street areas which are intended to become public rights of way) shall be the responsibility of the City or the responsible utility. For purposes of determining what constitutes "public rights of way," the parties hereto agree the "public rights of way" shall mean the existing roadways up to the curb line.

(f) Service Contracts. Subject to the provisions of Section 2.2 below, Property Manager shall enter into, as "RiverRock Real Estate Group, a California Corporation, as agent for the City of Alameda" as contractor (unless the City otherwise directs), contracts (in the City's approved forms of contract attached hereto as Exhibits C, C-1 and C-2) for the furnishing to the Managed Properties of such utility, maintenance, consulting and other services and for the acquisition of such equipment and supplies as may be necessary for the management, operation, maintenance and servicing of the Managed Properties in accordance with this Agreement. Unless otherwise approved in writing by the City, all such contracts entered into pursuant to this subsection shall be cancelable upon not more than thirty (30) days' prior written notice and shall be assignable to the City, at the City's request. To the extent that any such contracts entered into pursuant to this subsection are required to be in the name of the City, as contractor, such contracts shall be submitted to the City for processing, review and execution by the City. Property Manager shall be responsible to enforce the terms of, and the performance for, all such contracts entered into pursuant to this subsection. The City shall have the right to enforce the obligations of the contract, whether the contractor is the Property Manager or the City.

(g) Other Services. Property Manager shall perform all other services which are normally performed in connection with the operation and management of similar professionally managed developments; and specifically, without limiting the generality of the foregoing, Property Manager shall perform, without additional charge, all services normally provided to tenants of similar developments.

(h) Compliance with Laws, Permits and Licenses. With regard to the performance of the Property Management Services, Property Manager shall take such action as may be necessary to comply with all laws, rules and regulations and any and all orders or requirements of any governmental authority having jurisdiction there

over affecting the Managed Properties and, as to the Tidelands Trust Properties, including, but not limited to, SB-975 enacted by the State of California on January 1, 2002 and the Tidelands Grant. Property Manager shall be responsible for assuring that all use permits necessary for tenancies are obtained by such tenants. Property Manager shall not knowingly permit the use of the Managed Properties for any purpose which might void or increase the premiums payable under any insurance policies held by the City. Property Manager shall obtain and maintain during the term of this Agreement all appropriate permits, certificates and licenses, including, but not limited to, a City of Alameda Business License, that may be required in connection with the performance of services hereunder. To the extent permits, certificates or licenses are necessary for Property Manager to conduct its operations, the cost of such permits, certificates and licenses shall be at Property Manager's sole expense and not an expense paid out of revenues from the Managed Properties.

(i) Legal Actions. Any proposed legal action in connection with a tenant, including actions to evict tenants in default and to recover possession of such tenants' premises, shall be referred to the City Attorney's office acting as general counsel for the City for review and handling. Property Manager shall have no right to settle, compromise or release such actions or suits or reinstate such tenancies without prior written approval of the City and the City Attorney.

(j) Notices. Property Manager shall promptly deliver to the City all notices received from any contractor, subcontractor, governmental or official entity, any tenant or any other party with respect to the Managed Properties. Property Manager may sign and serve in the name of the City any and all notices required in connection with the proper performance by Property Manager of the Property Management Services.

(k) Notices of Claim of Injury or Damage. Property Manager shall notify the City of any personal injury or property damage occurring to, or claimed by, any tenant or third party on or with respect to the Managed Properties promptly upon obtaining actual knowledge thereof and to promptly forward to the City any summons, subpoena, or legal document served upon the Property Manager relating to actual or alleged potential liability of the City, the Property Manager or the Managed Properties within two (2) business days of receipt thereof.

(1) Cooperation. Property Manager shall give the City all pertinent information in its possession and provide reasonable assistance in the defense or disposition of any claims, demands, suits or other legal proceedings which may be made or instituted by any third party against the City which arise out of any matters relating to the Managed Properties, this Agreement or Property Manager's performance hereunder.

(m) Leasing. Property Manager shall provide those services set forth in Exhibit D attached to and made a part of this Agreement, only in connection with the marketing and leasing of the Cell Towers Properties and the licensing of the

Alameda Point Properties, and shall receive, in consideration therefor, the leasing and licensing commissions specified in Exhibit D.

(n) Tenant Relations. Property Manager shall make itself fully familiar with the terms and provisions of all leases for areas within the Managed Properties, shall perform all delegable property management duties of the City as landlord under each such lease, so that such lease shall remain in full force and effect, with no default by the City, and shall enforce the full performance of all obligations of the tenant under each such lease. Property Manager shall maintain business-like relations with tenants, receive requests, complaints and the like from tenants and respond and act upon the foregoing in reasonable fashion. To insure full performance by tenants of all of their obligations, Property Manager shall inspect the Managed Properties at least monthly, and, if appropriate, shall make demands on any tenants who have not performed such obligations to do so. Property Manager shall notify all tenants of all rules, regulations, and notices as may be promulgated by the City, governing bodies and insurance carriers. If a lease with any tenant requires that the tenant maintain any insurance coverage, Property Manager shall obtain insurance certificates and endorsements from such tenant evidencing compliance with the lease terms, and shall promptly notify the City if it is unable to obtain such certificates.

(o) Taxes and Assessments. Property Manager, at the City's request, agrees to annually review, and submit a report on all real estate and personal property taxes and assessments affecting the Managed Properties (and if so requested, Property Manager may engage outside consultants at the City's expense with the City's prior written approval) and to initiate and pursue appeals of same, if so directed by the City.

(p) Inventories and Supplies. Property Manager agrees to supervise and purchase, or arrange for the purchase, in an economical manner, of all inventories, provisions, supplies and operating equipment which, in the normal course of business, are necessary and proper to maintain and operate the Managed Properties in a first-class manner.

(q) Hours. At all times during normal business hours, Property Manager agrees to be available to, or cause a representative of Property Manager to be available to, tenants of the Managed Properties.

(r) Inspections. Property Manager shall perform periodic comprehensive inspections of the Managed Properties, and report on such inspections to the City at least annually. In addition, Property Manager shall inspect all exterior areas of the Managed Properties for safety hazards on a monthly basis and shall report on such inspections to the City. Property Manager shall also inspect all premises upon termination of leases, and shall inspect the

roofs of buildings within the Managed Properties annually and report on such inspections to the City.

(s) Assistance with Proposed Sale, Financing, Refinancing. Property Manager agrees to cooperate with, and assist the City in any attempt by the City to sell, finance or refinance any of the Managed Properties without such cooperation giving rise to compensation. Such cooperation shall include, without limitation, answering prospective purchasers' or lender(s)' questions about the Managed Properties or tenant leases, notifying tenants about the sale of any of the Managed Properties, and obtaining estoppel certificates. When requested by the City, Property Manager shall prepare a list of all personal property owned by the City and used at any of the Managed Properties or in their operation. Upon request, Property Manager shall diligently seek to obtain lease estoppel certificates (on a form approved by the City) from tenants for the benefit of the City and/or any proposed purchaser and/or mortgagee.

Section 1.4 Construction Management Services. Without limiting the generality of any other term or provision of this Agreement, Property Manager shall provide the following services (the "Construction Management Services") in furtherance of the redevelopment and reuse of the Managed Properties:

(a) Property Manager shall (i) prepare budgets for the construction of certain capital improvements, capital repairs and tenant improvement work designated by the City (collectively the "Work"), (ii) supervise other Consultants (as defined herein) for the Work, and (iii) perform such other services as are reasonably requested in writing by the City from time to time in connection with the planning, development and construction of the Work, or as may be necessary to complete the planning, development and construction of the Work. Property Manager further agrees to perform such other extraordinary services as the City may direct from time to time, in writing, provided that the City shall reimburse Property Manager for Property Manager's cost in performing same.

(b) All contracts for the design, development and construction of any improvements for the Work including, without limitation, all contracts with engineers, architects, consultants, designers and contractors (who shall sometimes collectively be referred to herein as the "Consultants") shall be in the name of the City, shall be executed by the City or by "RiverRock Real Estate Group, a California Corporation as agent for the City of Alameda".

(c) At the request of the City, or in the reasonable discretion of Property Manager, contracts for the Work shall be awarded on the basis of competitive bidding, solicited in the following manner:

(i) A minimum of three (3) written bids shall be obtained for any work over \$5,000

(ii) Compliance with the terms and conditions of this Agreement;

(iii) Each bid will be solicited in a form prescribed by the Property Manager so that uniformity will exist in the bid quote;

(iv) Property Manager shall provide the City with all bid responses accompanied by the Property Manager's recommendations as to the most acceptable bid. If the Property Manager advises acceptance of other than the lowest bidding, the Property Manager shall adequately support, in writing, its recommendations; and

(v) The City shall be free to accept or reject any and all bids.

The City will communicate in writing to Property Manager its acceptance or rejection of bids.

(d) At the request of the City, prior to submitting any of the Work for bid, the City shall approve all plans and specifications relating to the Work and all costs for the completion of any and all plans and specifications shall be deemed to be a part of the Work.

(e) Property Manager shall administer the various contracts relating to the Work. Property Manager shall be responsible for keeping the City informed with respect to the progress of the Work. Property Manager shall not be responsible for (i) the quality or quantity of the Work, nor the construction means, methods, techniques, sequences or procedures employed by contractors in the performance of their contracts, (ii) the failure of any contractor to complete the Work in accordance with the contract documents, the acts or omissions of any contractors, subcontractors or their agents or employees, or any other persons performing portions of the Work, (iii) any errors, inconsistencies or omissions which may be contained in the plans and specifications relating to the Work, (iv) acts or omissions of the City, its agents (other than Property Manager) and employees, (v) any payments to contractors, subcontractors, materials suppliers or any other parties, (vi) any delays in the completion of the Work, (vii) the enforcement of any contract pertaining to the Work, (viii) adherence to any budget for the completion of the Work, and (ix) any other matters not expressly made the responsibility of Property Manager herein.

(f) (i) Subject to the provisions herein set forth, and subject to the availability of funds therefor, Property Manager shall deliver all progress payments to the contractors in accordance with the provisions of the construction contracts relating thereto for Work performed thereunder which is undisputed and in accordance with the plans and specification relating thereto, and shall

make all payments to professionals for services rendered under the professional contracts relating thereto. Notwithstanding the foregoing, the City shall have the right to approve the invoices relating thereto, which invoices shall be prepared by the Property Manager and shall detail the particular work performed or service rendered, identify the person or firm performing such work or service, and shall set forth the amount due for such work or services; provided, however, the Property Manager shall have the right, but not the obligation, to pay directly any contractor and/or professional amounts not exceeding Five Thousand Dollars (\$5,000.00) with respect to any such contractor or professional, prior to the City's approval of the invoices relating thereto.

(ii) Property Manager may withhold disbursement to any contractor and/or professional for a period of not more than thirty (30) days following the City's approval of the invoice relating thereto if the Property Manager reasonably deems the performance of such contractor or professional unsatisfactory under the applicable contract.

(iii) Payment of all sums to the contractors and the professionals for Work performed shall be subject to Section 4.3 of this Agreement.

(iv) All construction contracts which are let in accordance with the provisions of this Agreement shall provide for a ten percent (10%) holdback from the amounts due under each progress payment, with the entire amount of the holdback under such contract, subject to the terms and conditions contained in the applicable contract, payable to such contractor or material man within thirty-five (35) days following the recordation of a valid Notice of Completion or upon Property Manager's review and approval of all project costs.

Notwithstanding anything to the contrary set forth in this Section 1.4, the City acknowledges and agrees that the Property Manager shall in no way be construed to be engaging in the performance of any construction or design activities.

ARTICLE II CITY RIGHTS AND OBLIGATIONS

Section 2.1 Managed Properties Materials in Possession of City. Property Manager acknowledges and agrees that it has access to the documents and information required for the management of the Managed Properties including, but not limited to, all leases, amendments and correspondence related thereto, the status of rental payment, copies of service contracts in effect, and all applicable insurance policies. Upon Property Manager's request, the City shall provide any additional such documents it may have in its possession.

Section 2.2 Approval of Contracts. Notwithstanding any term or provision of this Agreement to the contrary, except in the case of an emergency situation involving danger to persons or property, or as otherwise approved by the City, no contract or agreement for equipment, supplies, services or any other item shall be entered into by "RiverRock Real Estate Group, a California Corporation as agent for the City of Alameda" or by Property Manager, in its name, on behalf of the City, unless Property Manager shall have first complied with, or used a procurement process consistent with, the City's procurement policies applicable to equipment, supplies and materials, a copy of which has been furnished to Property Manager, or in the case of services, Property Manager shall have first obtained and submitted to the City three (3) competitive, written bids for the performance or furnishing of the same, and the City shall have approved the awarding of such contract or agreement. All service contracts shall contain a provision permitting the City to terminate such contracts and shall comply with the provisions of Section 1.3(f) above. Notwithstanding any other provision of this Agreement to the contrary, in no event shall Property Manager enter into, on behalf of the City, any agreement with Property Manager (including "RiverRock Real Estate Group, a California Corporation as agent for the City of Alameda") and/or any affiliate of Property Manager without the prior written consent of the City, which consent shall specifically reference the affiliation of Property Manager with the contracting party.

Section 2.3 City's Representative. For the purposes of administering this Agreement, Property Manager shall communicate with and take direction from the City's representative, Nanette Mocanu, in connection with Property Manager's performance of its obligations under this Agreement. The City may change its representative by providing written notice to Property Manager.

ARTICLE III BUDGETS AND REPORTS

Section 3.1 Budgets. Property Manager acknowledges that the fiscal year for the City is July 1-June 30. No later than February 15th of each year, or such other date specified in a written notice from the City to Property Manager, Property Manager shall submit to the City, for the City's written approval (which shall not be unreasonably withheld), proposed budget for each of the Managed Properties, and a description of the Property Management Services to be provided by Property Manager during the next fiscal year. Property Manager shall provide such other financial data and other information as may be required by the City in connection with the preparation of its annual business plan or which may otherwise be reasonably requested by the City. The budgets for fiscal years 2014-2015 and 2015-2016 are attached hereto as Exhibits E and E-1, respectively.

Section 3.2 Compensation for Property Management Services. The City shall pay to Property Manager as compensation for performing the Property Management Services in furtherance of the development of the Managed

Properties amounts budgeted for costs and expenses of all services provided under this Agreement, including those costs and expenses which are specifically reimbursable pursuant to Section 4.1 below, in accordance with the budgets attached hereto as Exhibits E and E-1, as such budgets may be adjusted pursuant to Section 3.3 below.

Section 3.3 Budget Adjustment. The budgets attached hereto as Exhibits E and E-1 may be adjusted on an annual basis as follows:

(a) If the Property Manager desires to adjust the budgets shown on Exhibits E and E-1 the Property Manager shall send written notice (the "Budget Adjustment Request") to the City. The Budget Adjustment Request shall include the proposed budget adjustments. In no event shall such adjustments collectively exceed three percent (3%) of the prior year's annual budget.

(b) The Parties agree to negotiate in good faith any such budget adjustments requested in the Budget Adjustment Request.

(c) If the Parties either (i) do not reach agreement regarding the requested budget adjustments, or (ii) if the City does not approve the requested budget adjustments, then the annual budget shall not be adjusted and shall be the same as the annual budget approved and in place at the time the Budget Adjustment Request was received by the City.

Section 3.4 Monthly Reports. On or before the twentieth (20th) day of each calendar month, Property Manager shall deliver to the City, for each lease area within each of the Managed Properties, and also for each of the Managed Properties as a whole, the following reports, for the preceding month:

(a) Accounting. A cash flow operating statement, a funds from operations statement (cash basis), an income statement (cash basis), a balance sheet (cash basis) and a statement of cash flows. Such statements shall present the results of operations of each lease area within the Managed Properties and the Managed Properties as a whole for the preceding calendar month and for the year-to-date.

(b) Rent Roll and Accounts Receivable Aging Reports. Reports setting forth a rent roll, presentation rent roll, tenant delinquencies and the aging of accounts payable.

(c) Inspection Reports. A report of all significant and material findings, if any, of Property Manager's inspections of tenants' premises pursuant to this Agreement.

(d) Capital Expenditure Reports. Reports providing details of capital expenditures, including tenant improvements, for the preceding month and for the remainder of the calendar year, itemized by type of capital expenditure.

(e) Updated Forecast. A statement setting forth in detail the estimated revenues, expenses, capital expenditures, for each of the remaining months of the calendar year. Property Manager shall also set forth on a monthly basis the estimated cash flow to the City.

(f) Book and Tax Projections. If requested by the City (at the City's cost), projections of the current year's net income or loss on a book and tax basis, together with statements supporting the calculation of these projections. The City will notify Property Manager of the specific date on which the Projections are due.

(g) Receivables Aging Reports. A list of all accounts receivable outstanding as of the end of the preceding month, specifying the amount due, the nature of the receivable, the person or entity from whom due, the age of the receivable and a summary of collection efforts to date.

(h) Bank Reconciliation. A reconciliation for each of the City's bank accounts related to each of the Managed Properties of the activity in such account for the preceding month and for the year-to-date.

Section 3.5 Annual Reports. Within forty-five (45) days after the end of each calendar year, Property Manager shall deliver to the City a cash flow operating statement, a funds from operations statement (cash basis), an income statement (cash basis), a balance sheet (cash basis) and a statement of cash flows, each for or as of the end of the immediately preceding year.

Section 3.6 Format. At the City's request, Property Manager shall make available to the City all reports required hereunder in an electronic format reasonably acceptable to the City and compatible with the City's computer system and software. All reports required to be provided by this Agreement shall be printed on recycled paper.

Section 3.7 Use of Reports. All reports prepared by Property Manager may be used by the City in execution or implementation of:

- (a) The original services for which Property Manager was hired;
- (b) Continuation of the services by others;
- (c) Subsequent additions to the original services; and/or
- (d) Other services being furnished to the City, as the City deems appropriate.

Section 3.8 No Distribution Without Approval. No report, information or other data given to or prepared or assembled by Property Manager pursuant to this Agreement shall be made available to any individual or organization by Property Manager without prior written approval by the City or as required by law.

ARTICLE IV EXPENSES

Section 4.1 Expense of City. All payments made, or expenses incurred, by the Property Manager in the performance of the Property Management Services shall be paid or reimbursed by the City, except as otherwise provided in this Agreement.

Section 4.2 Payment by the Property Manager. Subject to Section 4.3 below, without the necessity of obtaining the prior written consent of the City, the Property Manager shall make all payments for repairs and maintenance costs incurred and equipment and supply purchases made in accordance with this Agreement, and under contracts existing prior to the effective date of this Agreement or approved or authorized pursuant to this Agreement, but only if such payments (a) will not cause the annual expenditure under a budget line item to exceed the approved budget by the lesser of Five Thousand and No/100ths Dollars (\$5,000.00) or ten percent (10%) or more of the amount of such budget line item, and (b) will not, as a result of actual savings to date in other budget line items, cause the total projected annual expenditures to exceed the approved budget. However, in the case of casualty, breakdown in machinery or other similar emergency, the Property Manager may make reasonable payments for repairs, maintenance, equipment or supplies in excess of such authorization amounts if, in the reasonable opinion of the Property Manager, emergency action prior to written approval is necessary to prevent additional damage or a greater total expenditure, to protect the Managed Properties from damage or to prevent a default on the part of the City as landlord under a lease, but in no event shall the Property Manager be authorized to expend more than Five Thousand and No/100ths Dollars (\$5,000.00). In such cases, such authority shall terminate upon the cessation of the emergency and the Property Manager shall notify the City of the expenditure within two (2) days after such expenditure.

Section 4.3 Source of Payment. Any authorized payments made by the Property Manager on behalf of the City shall only be made out of such funds as the Property Manager may from time to time hold for the account of the City or as may be provided by the City.

ARTICLE V NONDISCRIMINATION AND EQUAL OPPORTUNITY

Section 5.1 Nondiscrimination. Neither the City, Property Manager nor anyone authorized to act for any of them, shall, in the rental, lease or sale, in

the provision of service, or in any other manner, discriminate against any person on the grounds of race, color, creed, religion, handicap, sex or national origin, and Property Manager hereby agrees to comply with all laws, regulations and ordinances pertaining thereto.

Section 5.2 Equal Opportunity. Property Manager is an equal opportunity non-discriminatory employer. Property Manager and the City each mutually agree that there shall be no discrimination against, or segregation with respect to any person or of a group of persons on account of race, color, religion, creed, sex, or national origin in leasing, transferring, use, occupancy, tenure or enjoyment of the Managed Properties, nor shall the City or Property Manager permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants.

ARTICLE VI INDEMNIFICATION

Property Manager shall indemnify, defend and hold harmless the City, its City Council, Alameda Power and Telecom, the Alameda Housing Authority, the Successor Agency to the Community Improvement Commission of the City of Alameda, and their boards, councils, commissions, officials, employees and volunteers (collectively, "Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees (collectively, "Claims"), regardless of the merits or outcome of any such Claim, arising from or in any manner (a) connected to Property Manager's negligent act or omission, regarding performance of services or work conducted or performed pursuant to this Agreement or any acts beyond the scope of Property Manager's authority hereunder, (b) by any person or entity for commissions or brokerage fees based on agreements between the claimant and Property Manager, or (c) accruing to or resulting from any and all persons, firms or corporations with whom Property Manager as agent for the City has a contract to furnish or supply work, services, materials, equipment or supplies and which Claims are arising from or in any manner connected to Property Manager's negligent act or omission regarding performance of services or work conducted or performed pursuant to this Agreement or any acts beyond the scope of Property Manager's authority hereunder. If Claims are filed against Indemnitees which allege negligence on behalf of the Property Manager, Property Manager shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Property Manager. However, Property Manager shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence of Indemnitees, the willful misconduct of Indemnitees or an action or actions the Property Manager takes at the express written direction or instruction of the Indemnitees and the action or actions the Property Manager takes is in compliance with the Indemnitee's written direction or instruction. If a Claim is filed against the Property Manager that arises from the sole or active negligence of the Indemnitees, the willful misconduct of the Indemnitees, an action or actions within the course and scope of Property Manager's

duties and obligations under this Agreement and which does not involve any negligence on the part of Property Manager, or an action or actions that the Property Manager takes at the express written direction or instruction of the Indemnitees (and that action the Property Manager takes is in compliance with the Indemnitees' written direction or instruction), Property Manager shall have the right of reimbursement against the Indemnitees for any and all costs that the Property Manager has incurred in defending or settling the Claim including but not limited to attorney's fees, costs and sums paid in settlement. The foregoing indemnities shall survive termination of this Agreement.

ARTICLE VII INSURANCE

Section 7.1 Liability Coverages. Property Manager, at its cost, shall maintain, or cause to be maintained, the following insurance coverage during the term of this Agreement:

(a) Comprehensive, broad form general liability insurance, in an amount not less than Six Million Dollars (\$6,000,000), combined single limit. At least \$1,000,000 shall be primary as to general liability insurance and the remainder may be maintained, as applicable, as umbrella or excess liability coverage.

(b) Automobile liability insurance for owned, hired or non-owned vehicles, in an amount not less than One Million Dollars (\$1,000,000), combined single limit.

(c) Workers' compensation, as required by law, and employer's liability in an amount not less than One Million Dollars (\$1,000,000).

(d) Two Million Dollars (\$2,000,000) of professional liability insurance for errors and omissions for the professional acts, errors and omissions of Property Manager or its employees and agents related to any services performed by Property Manager hereunder requiring a real estate broker's license.

(e) Property Manager shall not undertake or permit to be undertaken any construction involving heavy equipment, such as grading or earthmoving equipment, without prior approval of the City, which may be conditioned upon requiring additional insurance from Property Manager or the contractor or subcontractor performing the work.

(f) With respect to construction or other services by contractors in the Managed Properties other than as described in Subsection (e) above, Property Manager shall cause the construction contractors and subcontractors to provide the following insurance coverages:

(i) Comprehensive, broad form general liability insurance, including products and completed operations, in amounts not less than:

(A) For construction contracts under \$100,000 and all service and consultant contracts:

\$1,000,000 per occurrence
\$2,000,000 in the aggregate, or
\$1,000,000 combined single limit

(B) For construction contracts under \$100,000 and all capital improvement projects:

\$1,000,000 per occurrence
\$2,000,000 in the aggregate, or
\$2,000,000 combined single limit

If such insurance is provided under a blanket policy, a separate general liability and completed operations aggregate limit shall apply to each of the Managed Properties. The completed operations coverage shall be maintained for at least two (2) years following completion of construction.

(ii) Liability insurance for owned, hired and non-owned vehicles in amounts not less than:

(A) For construction contracts involving large trucks and heavy equipment

\$2,000,000 per occurrence
\$2,000,000 in the aggregate, or
\$2,000,000 combined single limit

(B) For all other construction contracts over \$100,000:

\$1,000,000 per occurrence
\$2,000,000 in the aggregate, or
\$2,000,000 combined single limit

(C) Notwithstanding subsection (ii)(A) above, for all contractors driving in the course and scope of contract:

\$500,000 per occurrence
\$500,000 in the aggregate

(iii) Workers' compensation, as required by law, and employer's liability in an amount not less than One Million Dollars (\$1,000,000).

(iv) If required by the City's Risk Manager (to be determined on a case by case basis), professional liability insurance in an amount not less than One Million Dollars (\$1,000,000) each occurrence.

(v) If required by the City's Risk manager (to be determined on a case by case basis), pollution legal liability insurance in an amount not less than Two Million Dollars (\$2,000,000).

(g) Property Manager shall also cause contractors and subcontractors to maintain, as applicable, umbrella, or excess liability, coverage, in an amount not less than Three Million Dollars (\$3,000,000) unless the City's Risk Manager expressly approves in writing lesser amounts. Such insurance shall be in excess of all liability coverages required in the above subsections to be maintained by the contractors and subcontractors.

(h) To the extent Property Manager is directly or indirectly involved in any type of excavation on or adjacent to any of the Managed Properties, it must obtain prior written approval of the City, which may condition such approval on requiring pollution legal liability insurance in an amount to be determined by the City based on the scope of work.

Section 7.2 General Requirements.

(a) Required Provisions. All insurance policies required under this Article VI other than workers' compensation and professional liability insurance for errors and omissions shall (i) name the City and all other parties specified in Section 7.2(f) below as additional insureds, (ii) be issued by an insurer and be in a form and contain terms, all as reasonably approved by the City's Risk Manager, (iii) provide that such policies shall not be canceled nor shall any material change be made therein without at least thirty (30) days' prior written notice to the City, and (iv) provide that any loss shall be payable to the City and any other additional named insured specified in Section 7.2(f) below notwithstanding any act or negligence of Property Manager which might otherwise result in forfeiture of such insurance. All commercial general liability, vehicle liability, and workers' compensation insurance required under this Article VI shall include a waiver of subrogation endorsement.

(b) Rating. All insurers providing the coverages specified in this Article VI shall be rated A-VII or better by Best's and shall otherwise be subject to the prior approval of the City's Risk Manager.

(c) Certificates of Insurance. On or before the commencement of the term of this Agreement, Property Manager shall furnish the City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with this Agreement. Such certificates, which do not limit Property Manager's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date

thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda by certified mail, Attention: Risk Manager." It is agreed that Property Manager shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company or companies licensed to do insurance business in the State of California and domiciled in the United States of America. Evidence of insurance with endorsements naming the additional insureds specified in Section 7.2(f) below shall be submitted with the insurance certificates. Property Manager shall also provide the City with certificates evidencing and further insurance coverages required by this Article VI (whether maintained by Property Manager or by contractors and subcontractors) prior to the commencement of any activity or operation which could give rise to a loss to be covered by such insurance. Replacement certificates shall be sent to the City's Risk Manager as policies are renewed, replaced or modified.

(d) Investigation of Claims. Property Manager shall promptly report any conditions or incidents of which Property Manager becomes aware which could give rise to a claim or lawsuit against the City or involving any of the Managed Properties. Property Manager shall promptly investigate and make a full, timely, written report to any insurance company providing coverage, with a copy to the City's Risk Manager, of all accidents, claims, or damage relating to the ownership, operation and maintenance of any of the Managed Properties, any damage or destruction to any of the Managed Properties and the estimated cost of repair thereof, and shall prepare any and all further reports required by any such insurance company in connection therewith. Property Manager shall have no right to settle, compromise or otherwise dispose of any claims, demands or liabilities against the City, whether or not covered by insurance, without the prior written consent of the City's Risk Manager.

(e) Failure to Secure. If Property Manager at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Property Manager's name or as an agent of the City and shall be compensated by Property Manager for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

(f) Additional Insureds. The City, the City Council, Alameda Power and Telecom, Alameda Housing Authority, the Successor Agency of the Community Improvement Commission of the City of Alameda, and their respective boards, commissions, officers, employees and agents shall be named as additional insureds under all insurance coverages required by this Agreement except the Workers' Compensation coverage and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any

extension thereof. The insurance Property Manager is required to carry or cause to be carried under this Agreement shall be primary to the extent of its indemnity obligations. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance required to be provided by this Agreement except to the extent of the additional insured's indemnity obligations.

(i) Deductibles. All deductibles shall be subject to the approval of the City's Risk Manager. No self-insured retentions shall be permitted.

(ii) Subrogation Waiver. Property Manager agrees that in the event of loss due to any of the perils for which Property Manager has agreed to provide comprehensive general and automotive liability insurance, Property Manager shall look solely to Property Manager's insurance for recovery, except to the extent of the City's indemnity obligations. Property Manager hereby grants to the City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Property Manager or the City with respect to the services of Property Manager herein, a waiver of any right to subrogation which any such insurer of Property Manager may acquire against the City by virtue of the payment of any loss under such insurance.

(iii) Sufficiency of Insurance. The insurance limits required by the City are not represented as being sufficient to protect Property Manager. Property Manager is advised to confer with Property Manager's insurance broker to determine adequate coverage for Property Manager.

ARTICLE VIII TERM AND TERMINATION

Section 8.1 Term. The term of this Agreement commenced on the Effective Date, and shall continue until December 31, 2016, unless sooner terminated in accordance with its terms. Subject to termination pursuant to Sections 8.2 or 8.3 below, this Agreement shall be automatically renewed for one year unless one party notifies the other, in writing, within ninety (90) days prior to the termination date that it elects not to renew. Upon any termination of this Agreement by the City or Property Manager, with or without cause, Property Manager shall be entitled only to the fees and reimbursement which have accrued hereunder but have not yet been paid through the effective date of termination.

Section 8.2 Termination by City.

(a) For Cause. The City may terminate this Agreement, effective immediately upon receipt by Property Manager of written notice of the City's election to do so, if:

(i) In the City's reasonable judgment, Property Manager has mismanaged any of the Managed Properties or has been negligent in the

management, operation, maintenance or servicing of any of the Managed Properties or has otherwise defaulted in the performance of its obligations hereunder, and has not remedied or cured the facts giving rise to the City's right to terminate under this subsection within thirty (30) days after receipt of written notice from the City specifying such facts, provided, however, that if the nature of such failure is such that the same cannot reasonably be cured within the 30 day period, Property Manager shall not be deemed to be in default if it has commenced to cure the default and is diligently proceeding to cure the default as soon as reasonably possible;

(ii) A receiver, liquidator, or trustee of Property Manager shall be appointed by court order, or a petition to liquidate or reorganize Property Manager shall be filed against Property Manager under any bankruptcy, reorganization, or insolvency law and such order or petition is not vacated or dismissed within sixty (60) days, or Property Manager shall file a petition in bankruptcy or request a reorganization under any provision of the bankruptcy, reorganization, or insolvency laws, or if Property Manager shall make an assignment for the benefit of its creditors, or if Property Manager is adjudicated a bankrupt;

(iii) There is damage or destruction to any of the Managed Properties and the City elects not to rebuild or restore that Managed Property;

(iv) Property Manager fails to make payment of any amounts payable to the City on the due dates set forth hereunder; provided that such failure shall not be an event of default if Property Manager makes such payment within seven (7) days after notice from the City of such failure, but Property Manager shall not be entitled to such seven (7) days' notice more than twice in any twelve month period.

(b) Without Cause. Upon ninety (90) days' written notice to Property Manager, the City may terminate this Agreement at any time, in its sole discretion, without cause of any kind.

Section 8.3 Termination by Property Manager.

(a) For Cause. Property Manager may terminate this Agreement, by written notice to the City, if the City has defaulted in its obligations hereunder, and has not cured such default within thirty (30) days after receipt of written notice from Property Manager specifying such default, provided, however, that if the nature of such failure is such that it cannot reasonably be cured with a 30 day period, the City shall not be deemed to be in default if it has commenced to cure the default and is diligently pursuing to cure the default as soon as reasonably possible.

(b) Without Cause. Upon ninety (90) days' written notice to the City,

Property Manager may terminate this Agreement at any time, in its sole discretion, without cause of any kind.

Section 8.4 Manager's Obligations after Termination. Upon the expiration or termination of this Agreement pursuant to Sections 8.2 or 8.3 of this Agreement, Property Manager shall:

(a) deliver to the City, or to such other person or persons designated by the City, copies of all books and records of each of the Managed Properties and all funds in the possession of Property Manager belonging to the City or received by Property Manager pursuant to the terms of this Agreement;

(b) deliver to the City any and all funds of the City on hand or in any bank account, including all security deposits of tenants, if not previously delivered to the City, less any unpaid compensation due to Property Manager pursuant to this Agreement, and less any other reimbursements due to Property Manager under this Agreement;

(c) deliver to the City, as received, any funds due to the City under this Agreement but received after such termination;

(d) deliver to the City all materials, supplies, keys, contracts, documents, plans, specifications, promotional materials and other materials pertaining to each of the Managed Properties; and

(e) assign, transfer or convey to such person or persons all service contracts and personal property relating to or used in the operation and maintenance of the Managed Properties, except any personal property which was paid for and is owned by Property Manager. Property Manager shall, at its cost and expense, remove all signs that it may have placed at the Managed Properties indicating that it is Property Manager of the Managed Properties and repair and restore any damage resulting therefrom. Property Manager shall also, for a period of ninety (90) days after such expiration or termination, make itself available to consult with and advise the City, or such other person or persons designated by the City, regarding the operation and maintenance of the Managed Properties.

ARTICLE IX ASSIGNMENT

Section 9.1 Personal Services. This Agreement is a contract for the personal services of Property Manager, and Property Manager may not assign, hypothecate, or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without the City's prior written approval, which may be withheld in the sole discretion of the City. The City shall not be required to accept performance hereunder by any person other than Property Manager, including without limitation, Property Manager as debtor in possession under the

Bankruptcy Code, any trustee of Property Manager appointed under the Bankruptcy Code, or any assignee of such trustee or of Property Manager.

Section 9.2 Property Manager Identity. For purposes of this Agreement, any change in the constituent entities comprising Property Manager as of the Effective Date shall be deemed to be an assignment requiring the approval of the City in its sole discretion.

Section 9.3 Binding. Without derogating from the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

ARTICLE X NOTICES

Section 10.1 Notices. Unless otherwise specifically provided, all notices, demands, statements and communications required hereunder shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid, or by Federal Express or similar overnight courier, if intended for the City, addressed to the City at:

City: City of Alameda
2263 Santa Clara Avenue
Alameda, California 94501
Attention: City Manager

With copies to: City of Alameda
2263 Santa Clara Avenue
Alameda, California 94501
Attention: City Attorney

Successor Agency of the Community Improvement
Commission of the City of Alameda
950 West Mall Square
Alameda, CA 94501-2272
Attention: Finance & Administrative Division Manager and if

intended for Property Manager, addressed to Property Manager at:

RiverRock Real Estate Group, a California Corporation
1333 N. California, Blvd Suite 310
Walnut Creek, CA 94596
Attention: John Combs, Principal

or to such other address as shall, from time to time, have been designated by written notice by either party to the other party as herein provided. Unless otherwise

specified herein, such notices, demands, statements and communications shall be deemed received (a) on the date delivered (or the date delivery is refused) if delivered in person; (b) three (3) business days after being deposited with the U.S. Mail, if sent by registered or certified mail, postage prepaid, or (c) one (1) business day after being sent, if sent by Federal Express or similar overnight courier.

ARTICLE XI
MISCELLANEOUS

Section 11.1 Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter hereof, and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by both Parties.

Section 11.2 Severability. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

Section 11.3 Applicable Law. This Agreement shall be construed in accordance with the laws of the State of California. Any suits brought pursuant to this Agreement shall be filed with the Courts of the County of Alameda, State of California.

Section 11.4 Authority Limited. Property Manager's authority shall be derived wholly from this Agreement, and Property Manager has no authority to act for or represent the City except as herein specified.

Section 11.5 Exclusiveness of Compensation. The payments to be made to Property Manager hereunder shall be in lieu of all other and further compensation or commissions of any nature whatsoever for the services described herein and this Agreement shall be considered as a special agreement between the Parties covering the appointment and compensation of Property Manager to the exclusion of any other method of compensation unless otherwise agreed to in writing.

Section 11.6 Independent Contractor. Property Manager is an independent contractor and, as such, shall be solely responsible for all of its employees, for the supervision of all persons performing services in connection with the performance of all of the City's obligations relating to the maintenance and operation of the Managed Properties, and for determining the manner and time of performance of all acts hereunder. Nothing herein contained shall be construed to establish Property Manager as an agent of the City beyond the scope of authority expressly granted hereunder, or to create a joint venture or partnership between Property Manager and the City. No civil service status or other right of employment will be acquired by

any person by virtue of Property Manager's services pursuant to this Agreement. None of the benefits provided by the City to their employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available to Property Manager, its employees, independent contractors or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from the compensation due Property Manager under this Agreement. Payments of the above items, if required to or on behalf of any individual providing services under this Agreement, are the responsibility of Property Manager.

Section 11.7 Transactions With Affiliates. Notwithstanding anything to the contrary contained in this Agreement, Property Manager shall not enter into or advise the City to enter into any agreement or arrangement with Property Manager or any party affiliated with Property Manager, directly or indirectly at the City's expense or directly or indirectly on behalf of the City, without the written notification of the City. The provisions of this Section 11.7 are not intended to limit the fiduciary duties of Property Manager to the City contained in this Agreement or under common law.

Section 11.8 Limitation on Liability. Property Manager agrees that the obligations incurred by the City under this Agreement shall not constitute personal obligations of the employees, or any other principals or representatives of the City. Property Manager further agrees that its recourse against the City under this Agreement shall be strictly limited to the City's interest in the Managed Properties, and that Property Manager shall have no recourse to any other asset of the City, or any other principal or representative of the City for the satisfaction of any of the City's obligations hereunder.

Section 11.9 Consents and Approvals. To be effective, consents and approvals of the City shall be in writing. All such requests shall be directed to the City Manager at the address set forth in Section 10.1 above or such representative as the City Manager shall have designated in writing ("Designated City Representative"), and approvals from such person shall constitute the approval of the City.

Section 11.10 Disclosure. Property Manager shall disclose to the City for the City's reasonable approval of any controlling ownership interest of Property Manager, any officer or employee of Property Manager, or any immediate family member (parent or parent-in-law, spouse, child, brother, sister, brother-in-law or sister-in-law or step-parent), of any officer or employee of Property Manager in any corporation, partnership, joint venture or other business which provides materials, products or services, directly or indirectly, for the Managed Properties. Such disclosure shall be made to the City, in writing, at least ten (10) days prior to the proposed entering into any contract or agreement with such business for the provision of such products, materials, or service.

Section 11.11 Time. Time is of the essence with respect to this Agreement.

Section 11.12 Confidentiality Clause. Property Manager shall not reveal proprietary information with respect to the City or the City's properties, other than required by law, without prior written approval by the City. The City shall not reveal proprietary information with respect to Property Manager other than as required by law without the prior written approval of the Property Manager.

Section 11.13 Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless in writing and signed by the party granting the waiver, and only to the extent expressly provided in such written waiver. Further, the failure of the City or Property Manager, as applicable, to seek redress for breach, or to insist upon the strict performance of any covenant, agreement, provision or condition of this Agreement, shall not constitute a waiver thereof, and the City and Property Manager shall have all remedies provided herein and by applicable law with respect to any subsequent act which would have originally constituted a breach.

Section 11.14 Captions. The captions of this Agreement are inserted only for the purpose of convenient reference and do not define, limit or prescribe the scope or intent of this Agreement or any part hereof.

Section 11.15 Conflict of Interest. The City and its agents, including [COMPANY] and the Property Manager, must comply with California laws prohibiting financial conflicts of interest. The leasing and licensing services that Property Manager will provide as to the Cell Towers Properties (leasing) and the Alameda Point Properties (licensing) are set forth in Exhibit D. In providing such services, RiverRock Real Estate Group and any RiverRock Real Estate Group's representatives will not represent, advise or advocate on behalf of current or potential tenants of any of the Cell Towers Properties or the Alameda Point Properties. The City, from time to time and depending on the leasing and/or licensing services that employees of RiverRock Real Estate Group and/or the Property Manager provide to the City, the City may require such employees to file with the City Clerk of the City of Alameda a conflict of interest form (Fair Political Practices Commission Form 700) because such services provided under this Agreement require the employees of Property Manager to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations. As of the effective date of this Agreement, the City is not requiring any employee of RiverRock Real Estate Group or the Property Manager to file such form.

Section 11.16 Immigration Reform and Control Act. Property Manager assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder pursuant to the Immigration Reform and Control Act ("IRCA") and all other applicable federal and

state laws, rules and regulations governing the immigration and citizenship status of employees. In addition to the indemnification provided by Article V hereof, Property Manager shall indemnify and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Property Manager.

Section 11.17 Compliance with Fair Housing Act of 1968. Property Manager shall comply with the requirements of the Fair Housing Act of 1968 and all other applicable federal and state fair housing laws, rules and regulations.

Section 11.18 Non-Discrimination. Property Manager agrees that harassment or discrimination directed toward any person, including a job applicant, a City employee, or a citizen by Property Manager or any of Property Manager's employees or subcontractors on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated in the delivery of services or otherwise in connection with the performance of this Agreement. Property Manager agrees that any and all violations of this provision shall constitute a material breach of this Agreement and may result in its termination.

Section 11.19 Warranty of Authority. Each party hereto represents and warrants to the other that this Agreement has been duly authorized, executed, delivered and that the individual executing this Agreement on behalf of such party is duly authorized to do so.

Section 11.20 Compliance with Marsh Crust Ordinance. Property Manager shall perform or cause its contractors to perform all excavation work in compliance with the City's Marsh Crust Ordinance as set forth at Section 13-56 of the Municipal Code. Prior to performing any excavation work, Property Manager shall verify with the City's Building Official whether the excavation work is subject to the Marsh Crust Ordinance. Property Manager or its contractor shall apply for and obtain permits from the City's Building Services on projects deemed to be subject to the Marsh Crust Ordinance.

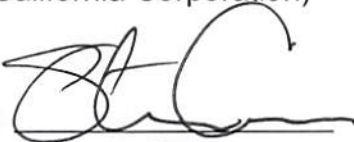
Section 11.21 Exhibits. Each of the exhibits referenced in this Agreement is attached hereto and incorporated herein.

Signatures on following page

IN WITNESS WHEREOF, the City and Property Manager have executed this Agreement in duplicate originals on the date set forth below, effective as set forth above.

PROPERTY MANAGER:

RiverRock Real Estate Group
(A California Corporation)

By: 
Name: Steve Core
Title: President

City:

CITY OF ALAMEDA, a charter city and
municipal corporation

Approved as to Form:

By: _____
Name: Jill Keimach
Title: City Manager

By: 
Name: Janet Kern
Title: City Attorney

RECOMMENDED FOR APPROVAL



Name: Nanette Mocanu
Title: Assistant Community Development
Director

THE UNIVERSITY OF CHICAGO
DIVISION OF THE PHYSICAL SCIENCES
DEPARTMENT OF CHEMISTRY

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LIST OF EXHIBITS

Exhibit A	Alameda Point Properties
Exhibit A-1	Tidelands Trust Properties, Cell Tower Properties and Other City-owned Properties
Exhibit B	Construction Management Fees
Exhibits C, C-1 and C-2	City's Approved Forms of Contract
Exhibit D	Leasing, Licensing and Commissions

EXHIBIT A

Alameda Point Properties

[attached]

EXHIBIT A -Alameda Point Building List

	Building#	Address
1		950 W. Mall Square
2	Wing3	2599 Lexington Street
2	Rm211	1025 W. Midway Avenue
2	A	1041 W. Midway Avenue
2	C	2550 Monarch Street
3		2651 Lexington Street
4		2701 Lexington Street
5		2401 Lexington Street (Shaw)
6	A	950 W. Ranger Avenue (Fire Dept)
6	B	950 W. Ranger Avenue (Maintenance)
7		851 W. Midway Avenue
8		2350 Saratoga Street (Portion: Chabot Space & SciEInce)
9		707 W. Tower Avenue (GRM)
10		2221 Lexington Street
11		1190 W. Tower Avenue (Trans-Freight)
11	Ste. 200	1190 W. Tower Avenue
12		1050 W. Tower Avenue
13	Ste. 100	2100 Ferry Point
13	Ste. 100	2100 Ferry Point
13	100/200	2100 Ferry Point (Pacific Pinball Museum)
13	400	2100 Ferry Point (Edge Innovation)
14		1800 Ferry Point (Navigator Systems)
15		1605 Ferry Point (NRC)
16		2600 Saratoga Street
17		700 W. Essex Drive
18		2700 Saratoga Street (Auctions by the Bay)
19		2175 Monarch Street (Makani Power)
20		2701 Monarch Street (Vigor Marine/Auctions)
21		2601 Monarch Street
21		2601 Monarch Street (St. George Spirits}
22		2501 Monarch Street (HESCO)
23		2401 Monarch Street (West Coast Novelties)
23		2401 Monarch Street
24	Bay 1	2301 Monarch Street (American Bus Repair)
24	Bay 2 & 3	2301 Monarch Street (Rock Wall Wine Co.)
25	A	1915 Monarch Street (Auctions by the Bay)
25	B	1951 Monarch Street
25	C	1951 Monarch Street
29		1701 Monarch Street (Dreyfuss Capital Partners)
30		2900 Navy Way
32		2451 Saratoga Street
35		2450 Pan Am Way (Allied)
38		1603 Ferry Point
39		950 W. Tower Avenue (Delphi Productions)
40		800 W. Tower Avenue (Bladium)
41		650 W. Tower Avenue (Alameda Naval Air Museum)
42		2480 Monarch Street (Pacific Fine Foods)
43		2440 Monarch Street (B. 43 & Associates/Woodmasters)
44		2400 Monarch Street

EXHIBIT A -Alameda Point Building List

45	A	2271 Ferry Point
45	8	2281 Ferry Point
60		641 W. Red Line Avenue (City of Alameda)
62		1040 W. Midway Avenue
63		2650 Monarch Street
64		1651 Ferry Point (NRC)
66		451 W. Atlantic Avenue
66	Ste. 102	451 W. Atlantic Avenue
66	Ste. 103	451 W. Atlantic Avenue
66	Ste. 118	451 W. Atlantic Avenue
66	Ste. 101	451 W. Atlantic Avenue
66	Ste. 110	451 W. Atlantic Avenue
66		450 W. Seaplane Lagoon
66	Ste. 124	451 W. Atlantic Avenue
66	Ste. 221	450 W. Seaplane Lagoon
67		401 W. Seaplane Lagoon (Puglia)
68		1610 Ferry Point (NRC)
75		707 W. Red Line Avenue
76		1111 W. Red Line Avenue (Swimming Pool)
77		2151 Ferry Point (Alameda Naval Air Museum)
78		475 Sunrise Court
86 (Sewage Pump Station #2)		501 Sunrise Court
90		101 W. Atlantic Avenue (PMRG)
91		651 W. Tower Avenue (Event Productions)
92		650 W. Ranger Avenue
94		2790 Saratoga Street
98		451 W. Seaplane Lagoon (Conmar)
101		751 W. Ranger Avenue
102		1280 W. Midway Avenue
112		399 W. Seaplane Lagoon (Shaw)
113		450 W. Atlantic Avenue
114		2450 Saratoga Street (ROICC Main Office Area)
114		800 W. Midway Avenue
114		800 W. Midway Avenue
114	Ste. 100	800 W. Midway Avenue
114	Ste. 107	800 W. Midway Avenue
114	Ste. 110	800 W. Midway Avenue
114	Ste. 120	800 W. Midway Avenue
114	Ste. 130	801 W. Ranger Avenue
114	Ste. 140	801 W. Ranger Avenue
114	Ste. 145	801 W. Ranger Avenue
114	Ste. 150	801 W. Ranger Avenue
115		2601 Todd Street
116		2501 Todd Street
117	East	2251 Orion Street
117	West	2251 Orion Street
118		51 W. Trident Avenue (JK Communications)
118	East	51 W. Trident Avenue (Architectural Glass and Alum.)
119		151 W. Seaplane Lagoon
130		2599 Todd Street
133		501 Panoramic Rim
134		1101 W. Red Line Avenue (Gym - City: Rec&Park)

EXHIBIT A -Alameda Point Building List

135		750 W. Red Line Avenue
137		650 W. Red Line Avenue
152		2451 Hancock Street
162	East	400 W. Atlantic Avenue (AMP)
162	West	450 W. Atlantic Avenue
163		1800 Orion Street (Sustainable Technologies)
164		351 W. Ticonderoga Avenue
166		1501 Viking Street (Power Engineering)
167		1500 Ferry Point (Nelsons Marine)
168		1651 Viking Street (MARAD)
169		1680 Viking Street. (GSA- S.F. Maritime)
170	A	1770 Viking Street (GFC Moving)
170	8	1770 Viking Street (SACCHI)
173		51 W. Seaplane Lagoon
180		1780 Ferry Point
271		421 W. Trident Avenue (City of Alameda)
275		821 W. Redline Avenue
287 (Sewage Pump Station #4)		1581 Viking Street
292		1450 Ferry Point (Bay Ship & Yacht)
302		1451 Skyhawk Street
337		221 W. Seaplane Lagoon
338 (Parking Lot)		1450 Skyhawk Street
338		51 W. Hornet Avenue (Container Storage)
346		1220 W. Midway Avenue
347		2396 Monarch Street
360		1900 Skyhawk Street
372		1770 Orion Street
377		2761 Monarch Street
377	A	2751 Monarch Street
377	8	2755 Monarch Street
385		670 W. Hornet Avenue
389		1005 W. Red Line Avenue
393		350 W. Trident Avenue
397		1690 Orion Street (City of Alameda- Storage)
398		399 W. Atlantic Avenue (Jetsmart)
399		401 W. Atlantic Avenue
400		1150 W. Tower Avenue
400	A	1090 W. Tower Avenue (Bay Ship & Yacht)
405		2350 Monarch Street
407		2275 Monarch Street (Bird Sanctuary)
410		250 W. Oriskany Avenue
414		1820 Orion Street
415		951 W. Tower Avenue
416		823 W. Red Line Avenue
422	F	1051 W. Red Line Avenue
423	F	715 W. Red Line Avenue
448 (Sewage Lift Station #20)		90 W. Hornet Avenue
449 (Sewage Lift Station #5)		1604 Ferry Point
458	A	815 W. Red Line Avenue
459		101 W. Tower Avenue (Turn Key Show Prod)
493 (Sewage Lift Station #3)		2844 Barbers Point Road
494		1851 Monarch Street (Police Department)

EXHIBIT A -Alameda Point Building List

500		2351 Lexington Street
517		150 W. Trident Avenue (Habitat for Humanity)
522		431 Stardust Pl. (Per Fire Department)
525		2751 Todd Street (Auctions by the Bay)
527		151 W. Atlantic Avenue
529		1501 Skyhawk Street
530		120 W. Oriskany Avenue
530	A	1550 Skyhawk Street
542		150 W. Hornet Avenue
544		2221 Ferry Point
551		625 W. Hornet Avenue
552		1990 Skyhawk Street
554		2651 Monarch Street
557		685 W. Hornet Avenue
562		1001 W. Red Line Avenue
564		190 W. Trident Avenue (Community Bible Church)
584		1402 Viking Street (Steam Plant)
585		2750 Todd Street
587	Vehicle Lot	1800 Viking Street
587		1850 Viking Street
587	Common Parking	1880 Viking Street
592		450 W. Hornet Avenue (Sewage Lift Station #14)
601		1601 Ferry Point
607		677 W. Ranger Avenue (Alameda Point Collaborative)
608		50 W. Hornet Avenue (Container Storage)
608	A	54 W. Hornet Avenue
608	B	52 W. Hornet Avenue
608	C	48 W. Hornet Avenue
611		2440 Pan Am Way (Stafford-Sent Packing)
612		1450 Viking Street (Jim Bustos Plumbing)
		451 Stardust PL. (Emergency Services Network)
613		450 W. Midway Avenue (Red Cross)
614		2390 Monarch Street
615		1051 W. Tower Avenue
616		1750 Orion Street (NRC)
617	A	800 W. Oriskany Avenue
618		181 W. Hornet Avenue
619		185 W. Hornet Avenue
620		1401 Skyhawk Street
621		270 W. Ticonderoga Avenue
625		1470 Viking Street
626		1472 Viking Street
677		607 W. Ranger Avenue (Alameda Point Collaborative)
Stockpile for Golf Course		3000 Perimeter Road
420		3100 Perimeter Road
**P004		825 W. Red Line Avenue
**P005		817 W. Red Line Avenue
Bunkers for EBMUD		463 Panoramic Rim
Car Storage		51 W. Oriskany Avenue
Cellular One Site		25 W. Pacific Avenue
Dog Park		3000 Main Street
Floating Dock - Nelson's		651 W. Oriskany Avenue

EXHIBIT A -Alameda Point Building List

MainSt. Greenway		2000 Main Street
Guard Shacks		2900 Navy Way
Hornet (Ship)		707 W. Hornet Avenue
Marina		620 W. Hornet Avenue
Mini-Storage		50 W. Oriskany Avenue
Parcels #60 & #65		1001 W. Red line Avenue
Pier #1		1599 Ferry Point
Pier#2		1499 Ferry Point
Pier#3		1399 Ferry Point
Fields 424 &425 (Soccer)		2655 Lexington Street
Storm Water Pump #1		2998 Barbers Point Road
Tank #1		21 W. Seaplane Lagoon
Tank #2		71 W. Seaplane Lagoon
Tank #282		2330 Saratoga Street
Tank #342	A	410 W. Hornet Avenue
Tank #400		1090 W. Tower Avenue
Tank#342	8	390 W. Hornet Avenue
Taxiway #7		2001 Ferry Point
Tower#1		2300 Pan Am Way
Tower#2		2400 Pan Am Way
Vacation Lot Next to 621		150 W. Ticonderoga Avenue
Water Meter for Greenway		2500 Main Street
Enterprise Lot		575 W. Hornet Avenue

EXHIBIT A

ARRA RESIDENTIAL LEASES

Address	
2540A Barbers Point	
2540B Barbers Point	
2540C Barbers Point	
2540D Barbers Point	
2501A Barbers Point	
2601B Barbers Point	
2601C Barbers Point	
2601D Barbers Point	
2651A Barbers Point	
2651B Barbers Point	
2651C Barbers Point	
2651D Barbers Point	
2811 Barbers Point	1,575
2820 Barbers Point	1,500
2821 Barbers Point	1,500
2830 Barbers Point	1,500
2831 Barbers Point	1,500
2840 Barbers Point	1,500
2841 Barbers Point	1,800
2850 Barbers Point	1,500
2860 Barbers Point	1,500
2861 Barbers Point	1,500
2870 Barbers Point	1,500
2901 Barbers Point	1,530
2600A Lemoore	
26008 Lemoore	
2650A Lemoore	
26508 Lemoore	
2700A Lemoore	
27008 Lemoore	
2701 Lemoore	1,880
2765 Newport	
2801 Newport	
2815 Newport	
2825 Newport	
2750 Orion	1,575
2745 Pearl Harbor	1,500
2756 Pearl Harbor	
2760 Pearl Harbor	1,500
2775 Pearl Harbor	1,500
2780 Pearl Harbor	1,500
2790 Pearl Harbor	
2800 Pearl Harbor	1,500
2805 Pearl Harbor	
2820 Pearl Harbor	1,500
2825 Pearl Harbor	
2830 Pearl Harbor	1,500
2845 Pearl Harbor	
2850 Pearl Harbor	1,500
2855 Pearl Harbor	1,500
2775 San Diego	
2805 San Diego	
2815 San Diego	1,880
2835 San Diego	
2865 San Diego	
2765 Seattle	
2805 Seattle	
2795 San Pedro	
2815 San Pedro	
2835 San Pedro	
2845 San Pedro	
2875 San Pedro	
250W. Essex	1,839
301 W. Essex	1,597
350W. Essex	1,840
390W. Essex	
555 W. Essex	

EXHIBIT A-1

Tidelands Trust Properties, Cell
Tower Properties and Other
City-Owned Properties

[attached]

EXHIBIT A – 1:

TIDELANDS TRUST LEASES

Address	Tenant	Sq.Ft
2900 Main Street, Suite 101	Mariner Square	14,962.95 Sq. ft.
1815 Clement Avenue	Pacific Shops, DBA:	8.7 acres
2033 Clement Avenue	Pacific Shops, DBA:	3.5 acres
Coast Guard Island, Bldg 54D	United States of America,	0.015 acres
1144 Ballena Blvd.	Marina Operators, DBA:	
1521 Buena Vista Avenue	Enclnal Industries, DBA:	7.312 acres/318,511 sq. ft.
2099 Grand Avenue	Enclnal Marina, DBA:	19.183 acres
1535 Buena Vista Avenue	Fortmann Basin	10.647 acres
Coast Guard Island, Bldg 540	United States of America,	19,800 sq. ft.
2099 Grand Street	Enclnal Industries, DBA:	0.816 acres
Southern most shoreline of	East Bay Regional Park	4 acres
3367 Fernside Blvd.	Residential	Uplands: 600 Sq. Ft. Tidelands: 11 Lin. Ft.
1626 Fernside Blvd.	Residential	Uplands: 3774 Sq. Ft. Tidelands: 68 Lin. Ft.
1626 Fernside Blvd.	Residential	Uplands: 6908 Sq. Ft. Tidelands: 45 Lin.
16228 Fernside Blvd.	Residential	Uplands: 11390 Sq. Ft. Tidelands: 68 Lin.
1620 Fernside Blvd.	Residential	Uplands: 8530 Sq. Ft. Tidelands: 52 Lin.
1616C Fernside Blvd.	Residential	TOTAL Sq. Ft. FOR BLOCK A, LOT 6
1B166 Fernside Blvd.	Residential	TOTAL Sq. Ft. FOR BLOCK A, LOT 8
1618A Fernside Blvd.	Residential	TOTAL Sq. Ft. FOR BLOCK A, LOT 6
1810, 1612 Fernside Blvd.	Residential	Uplands: 9350 Sq. Ft. Tidelands: 42 Lin.
1534 East Shore Drive	Residential	Uplands: 4000 Sq. Ft. Tidelands: 15 Lin.
1530 East Shore Drive	Residential	Uplands: 3595 Sq. Ft. Tidelands: 35 Lin.
1528 East Shore Drive	Residential	Uplands: 4557 Sq. Ft. Tidelands: 48 Lin.
1522 East Shore Drive	Residential	Uplands: 4240 Sq. Ft. Tidelands: 48 Lin.
1516 East Shore Drive	Residential	Uplands: 4008 Sq. Ft. Tidelands: 48 Lin.
1514 East Shore Drive	Residential	Uplands: 3648 Sq. Ft. Tidelands: 48 Lin.
1510 East Shore Drive	Residential	Uplands: 3312 Sq. Ft. Tidelands: 48 Lin.
1506 East Shore Drive	Residential	Uplands: 2675 Sq. Ft. Tidelands: 40 Lin.
1502 East Shore Drive	Residential	Uplands: 2600 Sq. Ft. Tidelands: 40 Lin.
3335 Liberty Avenue	Residential	Uplands: 3400 Sq. Ft. Tidelands: 100 Lin.
1450 East Shore Drive	Residential	Uplands: 4557 Sq. Ft. Tidelands: 48 Lin.
1446 East Shore Drive	Residential	Tidelands: 45 Lin. Ft.
1446 East Shore Drive	Residential	Tidelands: 50 Lin. Ft.
1444 East Shore Drive	Residential	Tidelands: 50 Lin. Ft.
1440 East Shore Drive	Residential	Tidelands: 59 Lin. Ft.
1436 East Shore Drive	Residential	Tidelands: 50 Lin. Ft.
1432 East Shore Drive	Residential	Tidelands: 50 Lin. Ft.
1414 East Shore Drive	Residential	Tidelands: 50 Lin. Ft.
1410 East Shore Drive	Residential	Uplands: 150 Sq. Ft. Tidelands: 50 Lin. Ft.
1406 East Shore Drive	Residential	Uplands: 200 Sq. Ft. Tidelands: 55 Lin. Ft.
1400 East Shore Drive	Residential	NO LEASE ON FILE
1380 East Shore Drive	Residential	Uplands: 825 Sq. Ft. Tidelands: 55 Un. Ft.
1376 East Shore Drive	Residential	Uplands: 1005 Sq. Ft. Tidelands: 60 Lin.
1312 East Shore Drive	Residential	Uplands: 1150 Sq. Ft. Tidelands: 50 Lin.
1368 East Shore Drive	Residential	Uplands: 1200 Sq. Ft. Tidelands: 50 Lin.
1366 East Shore Drive	Residential	Uplands: 1250 Sq. Ft. Tidelands: 50 Lin.
1364 East Shore Drive	Residential	Uplands: 1480 Sq. Ft. Tidelands: 53 Lin.
1362 East Shore Drive	Residential	Uplands: 1100 Sq. Ft. Tidelands: 50 Lin.
1358 East Shore Drive	Residential	Uplands: 1550 Sq. Ft. Tidelands: 50 Lin.
1354 East Shore Drive	Residential	Uplands: 1700 Sq. Ft. Tidelands: 55 Lin.
1350 East Shore Drive	Residential	Uplands: 1400 Sq. Ft. Tidelands: 51 Lin.
1328 East Shore Drive	Residential	Uplands: 1200 Sq. Ft. Tidelands: 51 Lin.
1324 East Shore Drive	Residential	Uplands: 520 Sq. Ft. Tidelands: 52 Lin. Ft.
1320 East Shore Drive	Residential	Uplands: 975 Sq. Ft. Tidelands: 52 Lin. Ft.
1316 East Shore Drive	Residential	Uplands: 1000 Sq. Ft. Tidelands: 52 Lin.
1312 East Shore Drive	Residential	Uplands: 1000 Sq. Ft. Tidelands: 52 Lin.
1308 East Shore Drive	Residential	Uplands: 1000 Sq. Ft. Tidelands: 52 Lin.
1304 East Shore Drive	Residential	Uplands: 1350 Sq. Ft. Tidelands: 52 Lin.
1300 East Shore Drive	Residential	Uplands: 1580 Sq. Ft. Tidelands: 60 Lin.
1250 East Shore Drive	Residential	Uplands: 1640 Sq. Ft. Tidelands: 67.5 Un.
1246 East Shore Drive	Residential	Uplands: 1315 Sq. Ft. Tidelands: 52 Lin.

NOTE: Tidelands Residential Leases are 50 year leases- 25/25 term

EXHIBIT A -1

CELL SITE LEASES

Location	Tenant
1155 Santa Clara Avenue	Sprint Spectrum, LP (Mastic Sr. Center')
2545 MCCartney Road	Sprint Spectrum, LP (McCartney Rd.)
1 Club House Memorial Drive	Sprint Spectrum, LP (Club House Mem. Or.)
900 Mound	New Cingular Wireless PCS (W.Line-Otis & Mound)
1300 Park Street	GTE Mobllenet of CA, LP(Park St)
3 Club House Memorial Drive	GTE.Wireless Inc.(Ciub House Mem. Dr.)
2595 McCartney Road	ATC Holdng, Inc.(McCartney Rd.)
1 Club House Memorial Drive	ATC Holdng, Inc.{Ciub House Mem. Dr.}

CITY OF ALAMEDA LEASES

Location	Tenant	Sq.Ft
1363 Park Street	Robeck's Fruit Smoothies	1,470
1355 Park Street	Peel's Operating Co., Inc.	1,711
2319 Central Avenue	Burgermeister	1,850
2315 Central Avenue	Alameda Wine Co	700

CIC/FISC Leases

Bldg	Tenant	Sq.Ft
2 Bay 1&2	Bobac	
	C.F.S .Bobac	72,000
2 Bay4-9	C.F.S.	216,000
Wharf	Starlight Marine Services	1

EXHIBIT B:

Property Management and Construction Management Fees [attached]

EXHIBIT B:

Property Management and Construction Management Fees

Property Management Fee:

RiverRock shall be reimbursed a flat monthly fee of \$15,000 for all management and operational oversight of Alameda Point.

Salary Reimbursement:

Salaries for the onsite staff shall be considered a property expense and shall be reimbursed in monthly installments.

Residential Management Fee:

RiverRock proposes to retain the current 3rd party residential specialist, Gallagher & Lindsey, to oversee the residential component of the assignment. Based on the current fee structure Gallagher & Lindsey is reimbursed at 6% of gross collected revenue and receives 30% of the first month's rent for any lease executed. These costs will be passed through the property with no mark-up/override from RiverRock.

Set-Up Fee:

A setup fee of \$10,000 will be payable upon awarding of the assignment. The set-up fee assists with offsetting the expense associated with re-abstracting all leases, contract set up, utility account transfers and tenant insurance compliance.

Early Termination:

In the event the management agreement is terminated within the first 12 months without cause or due to sale, RiverRock will receive an early termination fee equal to one month management fee.

Construction Management:

In the event RiverRock's construction management division is engaged to oversee capital or tenant improvements, the following fee schedule will apply:

- 5% on services less than \$100,000 with a \$1,500 minimum fee
- Plus 4% on services from \$100,000 to \$200,000
- Plus 3% on services from \$200,000 to \$500,000
- Plus 2% on services from \$500,000 to \$1,000,000
- Plus 1.75% on services from greater than \$1,000,000

All fees shall be invoiced monthly on total job cost, with a minimum total fee of \$1,500. Billing will be based on monthly progress payments.

For purposes of calculating construction supervision fees, the term "total project costs" shall mean all costs associated with the applicable project, including but not limited to design fees paid to architects, engineers and other design professionals, plan check and permit fees, and reimbursable expenses.

Non-permitted work shall be subject to a fee with prior approval.

EXHIBIT C, C-1 and C-2

City's Approved Contract Forms

[attached]

Exhibit C: To Property Management, Leasing and Licensing Agreement
Contractor Agreement

Exhibit C-1: To Property Management, Leasing and Licensing Agreement
Limited Scope Services Agreement

Purchase Order to Exhibit C-1

Exhibit C-2: To Property Management, Leasing and Licensing Agreement
Consultant Agreement

EXHIBIT C
TO PROPERTY MANAGEMENT, LEASING AND LICENSING AGREEMENT

CONTRACTOR AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 201_, by and between RiverRock Real Estate Group, a California corporation, (hereinafter referred to as "Manager"), as agent for the City of Alameda, a charter city and municipal corporation (hereinafter referred to as "CITY"), whose address is ADDRESS, and _____ (hereinafter called "Contractor"), in reference to the following:

RECITALS:

A. The Alameda Reuse and Redevelopment Authority, a joint powers agency, had an interest in certain real property and improvements known as Alameda Point located in Alameda, California, on behalf of the City of Alameda (the "Project").

B. On Jan. 31, 2012, the Governing Board of the Alameda Reuse & Redevelopment Authority assigned its rights, assets, liabilities and obligations to the City of Alameda. On February 7, 2012, the City Council of the City of Alameda accepted assignment of the rights, assets, liabilities, and obligations of the Alameda Reuse & Redevelopment Authority. On March 9, 2012 the U.S. Department of Defense Office of Economic Adjustment (OEA) acknowledged the City of Alameda as the Local Reuse Authority (LRA) for the former Alameda Naval Air Station. On April 4, 2012, the Department of the Navy acknowledged the City of Alameda had been recognized by the OEA as the LRA.

C. RiverRock Real Estate Group, a California corporation, has been appointed as the manager of the Project and is authorized to enter into this Agreement as "Agent" for the City of Alameda.

D. Manager and Contractor desire to enter into an agreement for _____ in accordance with Specifications, Special Provisions and Plans as attached in "Exhibit A."

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. **TERM:**

The Contractor shall begin work within five (5) working days after receiving notice from the Manager to commence the work, and shall diligently prosecute the work to completion before the expiration of thirty (30) consecutive working days from the date of receipt of notice to begin work.

2. **SERVICES TO BE PERFORMED:**

Contractor agrees, at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all work strictly in accordance with Specifications, Special Provisions and Plans, which Specifications, Special Provisions and Plans are hereby referred to and expressly made a part hereof with the same force and effect as if the same were fully incorporated herein.

3. **COMPENSATION TO CONTRACTOR:**

Contractor shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in Contractor's bid, which is attached hereto as "Exhibit A" and incorporated herein by this reference. Payment will be made in the same manner that claims of a like character are paid by the Manager, with checks drawn on the treasury of the City, to be taken from the operating fund.

Payment will be made within thirty (30) days by the Manager in the following manner:

On the first day of each month, Contractor shall submit a written estimate of the total amount of work done the previous month. Payment shall be made for 90% of the value of the work. The Manager shall retain 10% of the value of the work as partial security for the completion of the work by Contractor. Retained amounts shall be paid to Contractor within 15 days of acceptance by the Owner of the project. Payment shall not be construed as acceptance of defective work. No interest will be paid to Contractor on retained funds.

4. **TIME IS OF THE ESSENCE:**

Contractor and Manager agree that time is of the essence regarding the performance of this Agreement.

It is agreed by the parties to the Agreement that in case all the work called for under the Agreement is not completed before or upon the expiration of the time limit as set forth in paragraph 1 above, damage will be sustained by the Manager, and that it is and will be impracticable to determine the actual damage which the Manager will sustain in the event of and by reason of such delay. It is therefore agreed that the Contractor will pay to the Manager the sum of \$500.00 (five hundred dollars) per day for each and every day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the Manager may deduct the amount thereof from any money due or that may become due the Contractor under the Agreement.

It is further agreed that in case the work called for under the Agreement is not finished and completed in all parts and requirements within the time specified, the Manager shall have the right to extend the time for completion or not, as may seem best to serve the interest of the Manager; and if it decides to extend

the time limit for the completion of the Agreement, it shall further have the right to charge the Contractor, his or her heirs, assigns, or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual costs and overhead expenses which are directly chargeable to the Agreement, and which accrue during the period of such extensions.

The Contractor shall not be assessed with liquidated damages during any delay in the completion of the work caused by an act of God or of the public enemy, acts of the Manager, fire, flood, epidemic, quarantine restriction, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall, within one (1) day from the beginning of such delay, notify the Manager in writing of the causes of delay. The Manager shall ascertain the facts and the extent of the delay, and its findings of the facts thereon shall be final and conclusive.

5. **STANDARD OF CARE:**

Contractor agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the Manager, or the City, nor have any contractual relationship with Manager or the City.

6. **INDEPENDENT PARTIES:**

Manager and Contractor intend that the relationship between them created by this Agreement is that of employer-independent contractor. The manner and means of conducting the work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Contractor's services. None of the benefits provided by Manager to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from Manager to Contractor, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Contractor. Payments of the above items, if required, are the responsibility of Contractor.

7. **IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Contractor assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Contractor shall indemnify and hold Manager, and the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Contractor.

8. **NON-DISCRIMINATION:**

Consistent with the Manager's policy that harassment and discrimination are unacceptable employer/employee conduct, Contractor agrees that harassment or discrimination directed toward a job applicant, a Manager or City employee, or a citizen by Contractor or Contractor's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Contractor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS:**

Contractor shall indemnify, defend, and hold harmless Manager, the City, its City Council, boards, commissions, officials, employees, and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Contractor's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Contractor, Contractor shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Contractor. However, Contractor shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees.

10. **INSURANCE:**

On or before the commencement of the terms of this Agreement, Contractor shall furnish Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C and D. Such certificates, which do not limit Contractor's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City by certified mail, "Attention: Risk Manager." It is agreed that Contractor shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to Manager and licensed to do insurance business in the State of California. Endorsements naming the United States Department of the Navy, City of Alameda, Alameda City Council, their respective Boards, Commissions, Officers, Employees and Agents, Alameda Municipal Power, RiverRock Real Estate Group, a California corporation, their Officers and Employees as additional insured shall be submitted with the insurance certificates.

A. **COVERAGE:**

Contractor shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Personal Injury or Death: \$3,000,000 each occurrence

Property Damage: \$1,000,000 each occurrence

If submitted, combined single limit policy with aggregate limits in the amounts of \$3,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:**

Comprehensive automobile liability coverage in the following minimum limit:

Combined Single Limit: \$1,000,000 each occurrence

B. **SUBROGATION WAIVER:**

Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to the Manager, or the City on behalf of any insurer providing comprehensive general liability, and automotive liability insurance to either Contractor or Manager, or the City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer of said Contractor may acquire against Manager, or the City by virtue of the payment of any loss under such insurance.

C. **FAILURE TO SECURE:**

If Contractor at any time during the term hereof should fail to secure or maintain the foregoing insurance, Manager shall be permitted to obtain such insurance in the Contractor's name or as an agent of the Contractor and shall be compensated by the Contractor for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. **ADDITIONAL INSURED:**

The United States Department of the Navy, City of Alameda, Alameda City Council, their respective Boards, Commissions, Officers, Employees and Agents, Alameda Municipal Power, [COMPANY] (LLC, Partnership, Corporation, etc.), their Officers and Employees shall be named as an additional insured under all insurance

coverages, except worker's compensation insurance. The policies evidencing the insurance coverages required above must state that the insurance coverage carried by Contractor is primary with respect to any other policies carried by Manager and the City. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by Manager are not represented as being sufficient to protect Contractor. Contractor is advised to consult Contractor's insurance broker to determine adequate coverage for Contractor.

11. BONDS:

Contractor shall furnish the following bonds from a bonding company acceptable to the City's Risk Manager:

A. Faithful Performance:

A bond in the amount of 100% of the total contract price guaranteeing the faithful performance of this contract, and

B. Labor and Materials:

A bond for labor and materials in the amount of 100% of the total contract price.

12. PROHIBITION AGAINST TRANSFERS:

Contractor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of Manager. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Contractor from Manager under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to Manager by Contractor.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Contractor is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Contractor, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. **SUBCONTRACTOR APPROVAL:**

Unless prior written consent from Manager or the City is obtained, only those people and subcontractors whose names are listed in Contractor's bid shall be used in the performance of this Agreement.

Requests for additional subcontracting shall be submitted in writing, describing the scope of work to be subcontracted and the name of the proposed subcontractor. Such request shall set forth the total price or hourly rates used in preparing estimated costs for the subcontractor's services. Approval of the subcontractor may, at the option of Manager, be issued in the form of a Work Order.

In the event that Contractor employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general and automobile liability insurance in reasonable conformity to the insurance carried by Contractor. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

14. **PERMITS AND LICENSES:**

Contractor, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of services hereunder.

15. **REPORTS:**

Each and every report, draft, work product, map, record and other document reproduced, prepared or caused to be prepared by Contractor pursuant to or in connection with this Agreement shall be the exclusive property of the City.

No report, information or other data given to or prepared or assembled by Contractor pursuant to this Agreement shall be made available to any individual or organization by Contractor without prior approval by the City, or Manager.

Contractor shall, at such time and in such form as the City, or Manager may require, furnish reports concerning the status of services required under this Agreement.

16. **RECORDS:**

Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by Manager that relate to the performance of services under this Agreement.

Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to

such books and records to Manager or the City at all proper times, and gives Manager or the City the right to examine and audit same, and to make transcripts there from as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

If supplemental examination or audit of the records is necessary due to concerns raised by the City, or Manager's preliminary examination or audit of records, and the City, or Manager's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Contractor shall reimburse The City for all reasonable costs and expenses associated with the supplemental examination or audit. This section limits the records available to payroll, invoices, contracts, or manufacture correspondences to the project covered under this Agreement.

17. **NOTICES:**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Contractor to Manager shall be addressed to Manager at:

The City of Alameda
c/o RiverRock Real Estate Group.
950 W. Mall Square, Suite 239
Alameda, CA 94501
Attention: Property Manager

All notices, demands, requests, or approvals from Manager to Contractor shall be addressed to Contractor at:

18. **SAFETY REQUIREMENT**

All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL-OSHA. Manager reserves the right to issue restraints or cease and desist orders to Contractor when unsafe or harmful acts or conditions are observed or reported relative to the performance of the work under this Agreement.

Contractor shall maintain the work sites free of hazards to persons and/or property resulting from his or her operations. Any hazardous condition noted by Contractor, which is not a result of his or her operations, shall immediately be

reported to Manager.

19. **REQUIREMENT TO PAY PREVAILING WAGE**

Contractor shall comply with the City of Alameda Labor Compliance Program and all other requirements set forth in Labor Code section 1770 et seq. The Manager shall require payment of the general rate of per diem wages or the general rate of per diem wages for holiday and overtime work. Contractor will submit monthly certified payroll records to the Manager or all employees and subcontractors in a pre-approved format or a City provided form. Any delay in remitting certified payroll reports to the Manager upon request from the Manager will result in either delay and/or forfeit of outstanding payment to Contractor.

20. **URBAN RUNOFF MANAGEMENT:**

The Contractor shall avoid creating excess dust when breaking asphalt or concrete and during excavation and grading. If water is used for dust control, contractor shall use as little as necessary. Contractor shall take all steps necessary to keep wash water out of the streets, gutters and storm drains.

The Contractor shall develop and implement erosion and sediment control to prevent pollution of storm drains. Such control includes but is not limited to:

A. Use storm drain inlet protection devices such as sand bag barriers, filter fabric fences, block and gravel filters. (Block storm drain inlets prior to the start of the rainy season (October 15), in site de-watering activities and saw-cutting activities; shovel or vacuum saw-cut slurry and remove from the site).

B. Cover exposed piles of soil or construction material with plastic sheeting. All construction materials must be stored in containers.

C. Sweep and remove all materials from paved surfaces that drain to streets, gutters and storm drains prior to rain as well as at the end of the each work day. At the completion of the project, the street shall be washed and the wash water shall be collected and disposed of offsite in an appropriate location.

D. After breaking old pavement, Contractor shall remove all debris to avoid contact with rainfall or runoff.

E. Contractor shall maintain a clean work area by removing trash, litter, and debris at the end of each work day. Contractor shall also clean up any leaks, drips, and other spills as they occur

The objective is to ensure that the City and County of Alameda County-Wide Clean Water Program is adequately enforced. These controls should be implemented prior to the start of construction, up-graded as required, maintained during construction phases to provide adequate protection, and removed at the end of construction.

These recommendations are intended to be used in conjunction with the State's Best Management Practices Municipal and Construction Handbooks, local program guidance materials from municipalities, Section 7.1.01 of the Standard Specifications and any other appropriate documents on storm water quality controls for construction.

Failure to comply with this program will result in the issuance of noncompliance notices, citations, project stop orders or fines. The fine for noncompliance of the above program is two hundred and fifty dollars (\$250.00) per occurrence per day. The State under the Federal Clean Water Act can also impose a fine on the contractor, pursuant to Cal. Water Code '13385.

21. **COMPLIANCE WITH MARSH CRUST ORDINANCE:**

Contractor shall perform all excavation work in compliance with the City of Alameda's Marsh Crust Ordinance as set forth at Section 13-56 of the Municipal Code. Prior to performing any excavation work, Contractor shall verify with the Building Official whether the excavation work is subject to the Marsh Crust Ordinance. Contractor shall apply for and obtain permits from Building Services on projects deemed to be subject to the Marsh Crust Ordinance.

22. **TERMINATION:**

In the event Contractor fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Contractor shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Contractor from Manager of written notice of default, specifying the nature of such default and the steps necessary to cure such default, Manager may terminate the Agreement forthwith by giving to the Contractor written notice thereof.

Manager shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Contractor as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

23. **COMPLIANCES:**

Contractor shall comply with all laws, state or federal and all ordinances, rules and regulations enacted or issued by The City, or Manager.

24. **CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County

of Alameda, State of California.

25. **ADVERTISEMENT:**

Contractor shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from the City or Manager to do otherwise.

26. **WAIVER:**

A waiver by the City or Manager of any breach of any term, covenant, or condition contained herein, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

27. **INTEGRATED CONTRACT:**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof any modification of this Agreement will be effective only by written execution signed by both Manager and Contractor.

28. **INSERTED PROVISIONS:**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

29. **CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

30. **SEVERABILITY:**

If any term or provision of this Agreement shall be held to be invalid or unenforceable, the remaining terms and provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

31. **MISCELLANEOUS:**

In the event of any conflicts between this Agreement and anything contained in the Exhibits attached hereto, the provisions of this Agreement shall govern.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

CONTRACTOR

MANAGER:
RiverRock Real Estate Group,
a California corporation, as agent for the
City of Alameda

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STANDARD AGREEMENT #1
OPTIONAL CLAUSES FOR CONTRACTOR AGREEMENT

Unless otherwise noted in the text of the standard form Agreement, insert any necessary optional clauses immediately after section 7 and renumber the remaining standard sections accordingly.

Optional Clause A:
Insert when Agreement Involves State or Federal Funds
Nondiscrimination

Contractor certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition or physical or mental handicap (as defined in 41 C.P.R. Section 60-741, et. seq.), in accordance with requirement of state or federal law. Contractor shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law. Such shall include, but not be limited to, the following:

- A. Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.
- B. Selection for training, including interns and apprentices.

Contractor agrees to post in conspicuous places in each of Contractor's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.

Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Contractor's commitments under this paragraph.

Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin,

ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.

In accordance with applicable state and federal law, Contractor shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which City may determine to cancel, terminate, or suspend this Agreement. City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated state and federal anti-discrimination laws shall constitute a finding by City that Contractor has violated the anti-discrimination provisions of Agreement.

The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this paragraph, City shall be entitled, at its option, to the sum of \$500.00 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

Contractor hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations (45 C.F.R.), and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Contractor receiving Federal Financial Assistance. In addition, Contractor shall comply with the Uniform Federal Accessibility Standards, and Contractor, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

Contractor's attention is directed to laws, including but not limited to:

A. CIVIL RIGHTS/EQUAL OPPORTUNITY

(1) Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(2) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color,

national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

B. PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES This Agreement is subject to laws and regulations concerning the rights of

otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities, including but not limited to:

(1) Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 35).

Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Contractor shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.

(2) Nondiscrimination on the Basis of Handicap (24 CFR 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.

(3) Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.

(4) In resolving any conflict between the accessibility standards cited in paragraphs (1), (2) and (3) above, the more stringent standard shall apply.

Optional Clause B:

Environmental Insurance

For Use When Excavating in Marsh Crust

Environmental Risk Insurance covering the liability of Contractor arising out of any Services involving the abatement, use or disposition of hazardous materials. Such insurance shall be written by an environmental risk insurance company, or equivalent, or better, and shall be in a form and with insurers acceptable to Owner. The policy shall be on an "occurrence" rather than "claims made" basis, with a combined single limit for bodily injury and property damage of at least \$3,000,000 "per occurrence", or the limit carried by Contractor, whichever is greater, with a deductible no greater than \$10,000 per occurrence and shall provide continuous protection after policy expiration (without a "sunset clause") for all occurrences during the term of this Agreement. Such insurance shall be made available solely for the Services hereunder.

Contractor shall comply with all policy warranties, and shall do nothing to invalidate coverage and shall give Owner a true copy of the policy prior to commencing the Services to be performed pursuant to this Agreement.

Optional Clause C:

Restrictions on Lobbying

This Agreement is subject to 24 C.F.R. 87 which prohibits the payment of Federal funds to any person for influencing or attempting to influence, any public officer or employee in connection with the award, making, entering into, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or agreement.

Optional Clause D:

Utilities

Contractor shall pay all charges for fuel, gas, water, electricity, telephone services and any other utilities necessary to carry on the operations of Contractor.

Optional Clause E:

Nuisance

Contractor shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

Optional Clause F:
Safety Requirement

All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL-OSHA. City reserves the right to issue restraints or cease and desist orders to Contractor when unsafe or harmful acts or conditions are observed or reported relative to the performance of the work under this Agreement.

Contractor shall maintain the work sites free of hazards to persons and/or property resulting from his or her operations. Any hazardous condition noted by Contractor, which is not a result of his or her operations, shall immediately be reported to City.

Optional Clause G:

Hours of Operation

Contractor shall be allowed to operate only for the hours of _____ a.m. to _____ p.m. unless prior written approval has been secured from City to do otherwise.

EXHIBITC-1

TO PROPERTY MANAGEMENT, LEASING AND LICENSING AGREEMENT

LIMITED SCOPE SERVICES AGREEMENT

No. _____

THIS LIMITED SCOPE SERVICES AGREEMENT (this "Agreement") is made as of the day of _____, _____, by and between RiverRock Real Estate Group, a California Corporation, as agent the City of Alameda, a charter city and municipal corporation (hereinafter referred to as "Owner"), whose address is 950 West Mall Square, Suite 239 and _____ ("Contractor"), whose address is _____

RECITALS

- A. Owner has an interest in certain real property and improvements known as Alameda Point and located in Alameda, CA (the "Project").
- B. RiverRock Real Estate Group, A California Corporation ("Manager"), has been appointed as the manager of the Project and is authorized to enter into this Agreement as "Agent" for the Owner.
- C. Contractor desires to perform the services hereinafter described for the Project and Owner desires to engage Contractor to perform such services.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants contained herein, Owner and Contractor hereby agree as follows:

1. **Services to be Performed.** Contractor shall perform the professional services described on Exhibit A attached hereto (the "Services"). The Services will be performed in a first-class manner, to the satisfaction of Owner and within the time period specified in said Exhibit A. Contractor shall allow only competent, trained employees and agents to perform the Services on its behalf and Contractor shall adequately train and supervise its employees and agents. Contractor shall promptly repair or pay for repair of any damage to the Project or tenant areas caused by Contractor or its employees, agents or equipment. Contractor shall specify all warranties on parts, materials, labor, etc. on Exhibit A.

Contractor agrees, at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all work strictly in accordance with Exhibit A.

2. **Compensation; Payment.** Owner shall pay Contractor for the Services in accordance with the fee schedule set forth in Exhibit B. Such fee shall include all applicable sales tax on all services and materials and is explicitly understood to be included in the contract amount specified in Exhibit B. Contractor agrees to show applicable sales tax amounts separate from other charges on all invoices, and understands that failure to itemize will prevent processing of invoice for payment. Each Request for Payment shall be accompanied by such lien releases or waivers in a form as required per law in the jurisdiction of the Project (sample described in Exhibit C attached hereto), certificates, bills, paid affidavits, invoices and/or other documents as may be requested by Owner or required by the terms of this Agreement. Unless otherwise agreed, in writing, in advance, Contractor shall not be entitled to payment for Work in progress at Contractor's facilities or materials stored off-site.

Owner shall pay such invoices in its ordinary course of business, but not later than thirty (30) days from the date such invoices are received.

3. **Time is of the Essence.**

Contractor and Owner agree that time is of the essence regarding the performance of this Agreement.

It is agreed by the parties to the Agreement that in case all the work called for under the Agreement is not completed before or upon the expiration of the time limit as set forth in Exhibit A, damage will be sustained by the Owner, and that it is and will be impracticable to determine the actual damage which the Owner will sustain in the event of and by reason of such delay. It is therefore agreed that the Contractor will pay to the Owner the sum of Five Hundred Dollars (\$500) per day for each and every day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the Owner may deduct the amount thereof from any money due or that may become due the Contractor under the Agreement.

It is further agreed that in case the work called for under the Agreement is not finished and completed in all parts and requirements within the time specified, the Owner shall have the right to extend the time for completion or not, as may seem best to serve the interest of the Owner; and if it decides to extend the time limit for the completion of the Agreement, it shall further have the right to charge the Contractor, his or her heirs, assigns, or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual costs and overhead expenses which are directly chargeable to the Agreement, and which accrue during the period of such extensions.

The Contractor shall not be assessed with liquidated damages during any delay in the completion of the work caused by an act of God or of the public

enemy, acts of the Owner, fire, flood, epidemic, quarantine restriction, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall, within one (1) day from the beginning of such delay, notify the Owner in writing of the causes of delay. The Owner shall ascertain the facts and the extent of the delay, and its findings of the facts thereon shall be final and conclusive.

4. **Unauthorized Work.** No additional services, extra work or changes to the Services to be provided under this Agreement will be recognized or paid for, unless agreed to in writing by Owner before the work is done or the changes made.

5. **Standard of Care.** Contractor agrees to perform all services hereunder in a first-class manner, to the satisfaction of Owner and Manager and in accordance with Exhibit A. If Exhibit A does not specify manner of performance for a service hereunder, then performance of such shall be in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area.

Contractor agrees that all services shall be performed by qualified and experienced personnel. Contractor shall hire only competent, trained employees and shall adequately train and supervise its employees. Contractor shall hire employees who are not employed by the Owner nor have any contractual relationship with Owner.

Contractor shall promptly repair or pay for repair of any damage to the Project or tenant areas caused by Contractor or its subcontractors, employees, agents or its equipment.

6. **Independent Parties.**

Owner or Manager and Contractor intend that the relationship between them created by this Agreement is that of employer-independent contractor. The manner and means of conducting the work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Contractor's services. No legal liability of Contractor or of its agents or employees shall become an obligation of Owner or Manager by reason of this Agreement. None of the benefits provided by Owner or Manager to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from Owner or Manager to Contractor, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Contractor. Payments of the above items, if required, are the responsibility of Contractor.

7. **Immigration Reform and Control Act (IRCA).**

Contractor assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Contractor shall indemnify and hold Owner harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Contractor.

8. **Non-Discrimination.** Consistent with the City of Alameda's policy that harassment and discrimination are unacceptable employer/employee conduct, Contractor agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Contractor or Contractor's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Contractor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **Insurance.** At all times from the date Contractor commences the Services to the date on which the Services have been completed and final payment therefor has been made by Owner, Contractor and all subcontractors of every tier, at their sole cost and expense, shall maintain in full force and effect insurance coverages of the types and in the amounts set forth below:

(a) **Commercial general liability insurance** with minimum limits of liability of not less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall include coverage for contractual liability, personal injury and broad form property damage, and shall provide coverage on an "occurrence" rather than a "claims made" basis. Such policies will contain a waiver of subrogation clause in favor of Manager and Owner. Such policies shall contain a provision that Owner and Manager, although named as additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to Owner or Manager or their partners, agents and employees by reason of the negligence of Contractor.

(b) **Standard worker's compensation insurance** covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the State of California and employer's liability insurance with limits not less than \$1,000,000 per occurrence. Such policies will contain a waiver of subrogation clause in favor of Manager and Owner.

(c) **Comprehensive automobile liability insurance** covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. Such policies will contain a waiver of subrogation clause in favor of Manager and Owner.

(d) Contractor shall provide proper evidence of Additional Insured as identified in Exhibit D.

All policies evidencing the insurance coverages required hereunder shall provide that such insurance shall not be modified to reduce coverage or canceled without thirty (30) days prior notice to Manager and Owner. The policies evidencing the insurance coverages required under Subsections (a) and (c) above shall be endorsed to name Owner and Manager **as additional insured**, and must state that the insurance coverage carried by Contractor is primary with respect to any other policies carried by Manager and Owner. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

Prior to commencement of the Services, Contractor shall furnish Owner with certificates of insurance evidencing that all insurance required hereunder is in full force and effect. Prior to the expiration of any such policy, Contractor shall furnish to Owner a new certificate of insurance evidencing the policy's renewal or replacement.

10. **Subrogation Waiver.**

Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to Owner and Manager, on behalf of any insurer providing comprehensive general liability, and automotive liability insurance to either Contractor, Manager or Owner with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer of said Contractor may acquire against Owner or Manager by virtue of the payment of any loss under such insurance.

11. **Failure to Secure.**

If Contractor at any time during the term hereof should fail to secure or maintain the foregoing insurance, Owner shall be permitted to obtain such insurance in the Contractor's name or as an agent of the Contractor and shall be compensated by the Contractor for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

12. **Sufficiency of Insurance.**

The insurance limits required by Owner are not represented as being sufficient to protect Contractor. Contractor is advised to consult Contractor's insurance broker to determine adequate coverage for Contractor.

13. **Indemnification.** Contractor and all subcontractors of every tier hereby indemnifies and agrees to protect, hold and save Manager, its subsidiary companies, agents, employees, directors, officers, servants and insurers, Alameda Reuse and Redevelopment Authority, its Boards, Commissions, officials, employees and volunteers, and, the City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers ("Indemnities") harmless from and against all losses, costs, expenses, liability, claims, demands and causes of action of every kind and character, including reasonable attorney's fees, ("Claims"), arising from or in any manner connected to Contractor's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnites which allege negligence on behalf of the Contractor, Contractor shall have no right of reimbursement against Indemnites for the costs of defense even if negligence is not found on the part of Contractor. However, Contractor shall not be obligated to indemnify Indemnites from Claims arising from the sole or active negligence or willful misconduct of Indemnities.

14. **Contractor's Records.**

Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by Owner that relate to the performance of services under this Agreement.

Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to such books and records to the representatives of Owner or its designees at all proper times, and gives Owner the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

If supplemental examination or audit of the records is necessary due to concerns raised by Owner's preliminary examination or audit of records, and the Owner's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Contractor shall reimburse Owner for all reasonable costs and expenses associated with the supplemental examination or audit.

15. **Permits and Licenses:**

Contractor, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of services hereunder.

16. **Reports:**

Each and every report, draft, work product, map, record and other document reproduced, prepared or caused to be prepared by Contractor pursuant to or in connection with this Agreement shall be the exclusive property of Owner.

No report, information nor other data given to or prepared or assembled by Contractor pursuant to this Agreement shall be made available to any individual or organization by Contractor without prior approval by Owner.

Contractor shall, at such time and in such form as Owner may require, furnish reports concerning the status of services required under this Agreement.

17. **Termination.**

In the event Contractor fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Contractor shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Contractor from Owner of written notice of default, specifying the nature of such default and the steps necessary to cure such default, Owner may terminate the Agreement forthwith by giving to the Contractor written notice thereof.

Owner shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Contractor as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination, subject to any offset arising from a breach of the provisions of this Agreement by Contractor. Upon termination of this Agreement, Contractor shall immediately deliver to Owner all drawings, reports, analysis, samples, materials or other work product completed pursuant to this Agreement.

18. **Notices.** All notices, demands, consents or approvals required or permitted under this Agreement shall be in writing and shall be deemed effective (a) when personally delivered, (b) when sent by facsimile with receipt acknowledged, (c) one business day after being deposited with any nationally recognized overnight carrier which routinely issues receipts, addressed to the party at the address stated below, or (d) three business days after being placed in the mail by certified mail, return receipt requested, postage prepaid, addressed to the party at the address stated below:

Owner: RiverRock Real Estate Group, a California Corporation as agent
for the City of Alameda
950 West Mall Square, Suite 239
Telephone Number:
Facsimile number:

Contractor:

Attention:
Phone
number:
Facsimile
number:

or at such other place or places as either party may hereafter designate in writing.

19. **Urban Runoff Management:**

The Contractor shall avoid creating excess dust when breaking asphalt or concrete and during excavation and grading. If water is used for dust control, contractor shall use as little as necessary. Contractor shall take all steps necessary to keep wash water out of the streets, gutters and storm drains.

The Contractor shall develop and implement erosion and sediment control to prevent pollution of storm drains. Such control includes but is not limited to:

A. Use storm drain inlet protection devices such as sand bag barriers, filter fabric fences, block and gravel filters. (Block storm drain inlets prior to the start of the rainy season (October 15), in site de-watering activities and saw-cutting activities; shovel or vacuum saw-cut slurry and remove from the site).

B. Cover exposed piles of soil or construction material with plastic sheeting. All construction materials must be stored in containers.

C. Sweep and remove all materials from paved surfaces that drain to streets, gutters and storm drains prior to rain as well as at the end of the each work day. At the completion of the project, the street shall be washed and the wash water shall be collected and disposed of offsite in an appropriate location.

D. After breaking old pavement, Contractor shall remove all debris to avoid contact with rainfall or runoff.

E. Contractor shall maintain a clean work area by removing trash, litter, and debris at the end of each work day. Contractor shall also clean up any leaks, drips, and other spills as they occur.

The objective is to ensure that the City of Alameda and County of Alameda County-Wide Clean Water Program is adequately enforced. These controls should be implemented prior to the start of construction, up-graded as required, maintained during construction phases to provide adequate protection, and removed at the end of construction.

These recommendations are intended to be used in conjunction with the State's Best Management Practices Municipal and Construction Handbooks, local program guidance materials from municipalities, Section 7.1.01 of the Standard Specifications and any other appropriate documents on storm water quality controls for construction.

Failure to comply with this program will result in the issuance of noncompliance notices, citations, project stop orders or fines. The fine for noncompliance of the above program is two hundred and fifty dollars (\$250.00) per occurrence per day. The State under the Federal Clean Water Act can also impose a fine on the contractor, pursuant to Cal. Water Code '13385.

20. **Compliances:**

Contractor shall comply with all laws, state or federal and all ordinances, rules and regulations enacted or issued by the City of Alameda.

21. **Compliance with Marsh Crust Ordinance:**

Contractor shall perform all excavation work in compliance with the City of Alameda's Marsh Crust Ordinance as set forth at Section 13-56 of the Municipal Code. Prior to performing any excavation work, Contractor shall verify with the Building Official whether the excavation work is subject to the Marsh Crust Ordinance. Contractor shall apply for and obtain permits from Building Services on projects deemed to be subject to the Marsh Crust Ordinance.

22. **Manager Acting Only as Owner's Agent.** Contractor acknowledges that Manager is acting solely as an agent on behalf of Owner in executing and carrying out the terms of this Agreement and that Manager assumes no liability whatsoever for the payments required under this Agreement or for any of its terms.

23. **Miscellaneous.**

(a) The persons executing this Agreement on behalf of each party hereto warrant and represent that they have full power and authority to do so.

(b) Section headings or captions herein are inserted only for convenience of reference, and shall in no way define, limit, or prescribe the scope or extent of any provisions of this Agreement.

(c) In the event of any conflict between this Agreement and anything contained in the Exhibits attached hereto, the provisions of this Agreement shall govern.

(d) In the event either party to this Agreement commences any legal action in connection with the provisions hereof, or in order to obtain damages for the alleged breach of any of the provisions hereof, the prevailing party in such action shall be entitled to recover, in addition to any amounts of relief otherwise awarded, all reasonable costs incurred in connection therewith, including reasonable attorneys' fees.

(e) All covenants, agreements, indemnities, guarantees and warranties made by Contractor shall survive the expiration or termination of this Agreement.

(f) If any term or provision of this Agreement shall be held to be invalid or unenforceable, the remaining terms and provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(g) Conflict of Law:

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

(h) Advertisement:

Contractor shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from Owner to do otherwise.

(i) Waiver:

A waiver by Owner of any breach of any term, covenant, or condition contained herein, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

The failure of either party to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed as a waiver of such provisions or of the right of the party thereafter to enforce each and every such provision.

(j) Integrated Contract:

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modifications, additions to or deletions as to this printed Agreement form, except for the insertion of names, dates and addresses where appropriate, may not be made unless Owner approves said changes in written execution signed by both Owner and Contractor. Unless any such changes are so authorized, said changes are void and of no effect and the Agreement shall be as originally printed.

(k) Inserted Provisions:

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

(1) In performing the Services hereunder, Contractor shall comply with all applicable Federal, State and local laws, including without limitation any such laws relating to storage, use or disposal of hazardous wastes, substances or materials.

(m) Contractor shall keep strictly confidential any information (other than information which is a matter of record or is provided by other sources readily available to the public) that Contractor learns about the Project or about Owner or Manager during the term of this Agreement; provided, however, that any such information may be disclosed to employees and agents of Contractor to the extent that such persons, in Contractor's considered judgment, need access to such information to enable Contractor to perform its obligations under this Agreement. This covenant shall survive the termination of this Agreement.

(n) Contractor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of Owner, which consent shall not be unreasonably withheld. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Contractor from Owner under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to Owner by Contractor.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Contractor is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Contractor, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation. Owner's rights and obligations under this Agreement may be assigned without the consent of Contractor.

(o) Subcontractor Approval:

Unless prior written consent from Owner is obtained, only those people and subcontractors whose names are listed in Contractor's bid shall be used in the performance of this Agreement.

Requests for additional subcontracting shall be submitted in writing, describing the scope of work to be subcontracted and the name of the proposed subcontractor. Such request shall set forth the total price or hourly rates used in preparing estimated costs for the subcontractor's services. Approval of the subcontractor may, at the option of Owner, be issued in the form of a Work Order

In the event that Contractor employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general and automobile liability insurance in reasonable conformity to the insurance carried by Contractor. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

(p) At any time Owner is dissatisfied with the performance of any person or persons providing Services hereunder, Owner shall give notice to Contractor of the identity of the employee and the cause of the dissatisfaction. Contractor shall have reasonable period of time thereafter to correct and/or eliminate the cause of the dissatisfaction. If after such reasonable period of time, Owner continues to be dissatisfied with such performance, Contractor shall then immediately remove such person from the performance of duties in connection with the Project. With regard to personnel who are removed, relocated, or terminated, Contractor shall bear all responsibility for severance pay and/or other benefits paid to the terminated or relocated employee. Contractor shall indemnify, defend, and hold Owner and Manager harmless from and against any wrongful termination or other allegation, claim or lawsuit arising in connection with such action.

Signatures on following page

IN WITNESS WHEREOF, Owner and Contractor have executed this Agreement as of the date first written above.

CONTRACTOR:

a

By: _____
Name: _____
Title: _____

MANAGER:

RiverRock Real Estate Group, a California Corporation, as agent for Alameda Reuse and Redevelopment Authority (Owner)

By: _____
Name: _____
Title: _____

EXHIBIT A

1. SCOPE OF SERVICES

Purchase Orders for Future Work: The Scope of Services under this Agreement shall be as outlined in future Purchase Orders presented to Contractor from time to time. All work requested of Contractor shall be in accordance with Contractor's scope of trade and Contractor shall, at time of Purchase Order, have all necessary licenses applicable to such work. All work performed under the scope of work outlined in such Purchase Orders, shall be governed by the terms and conditions of this Agreement. All work performed by Contractor must be authorized, in advance of work being performed, by an approved Project Purchase Order.

2. TIME PERIOD FOR SERVICES

Unless otherwise stated in the Purchase Order, all work shall be completed within 24 hours of presentation of the Purchase Order.

3. WARRANTIES

All work performed shall have a minimum warranty period in accordance with State Contractor license Law, however not less than product manufacturer's warranty (if applicable).

EXHIBIT B
FEE SCHEDULE

- Any future or extra work will have the price stated in the authorizing purchase order.
- Fees to be quoted will include applicable sales tax.
- All vendor invoices must include sales tax amounts separate from other charges.

FEES QUOTED INCLUDE APPLICABLE SALES TAX. ALL VENDOR INVOICES MUST INCLUDE SALES TAX AMOUNTS SEPARATE FROM OTHER CHARGES.

EXHIBIT C

AGREEMENT NO. _____

LIEN RELEASES AND WAIVERS

Contractor/Company Name: _____

Project: _____ Location: _____

Agreement No: _____

Invoice No : _____ Amount: _____

The signing officer, being first duly sworn upon oath, deposes and says that he is as titled of said Contractor company, Contractor to RiverRock Real Estate Group, a California Corporation as Agent for _____ ("Owner"), on the construction of said Project, and in such capacity is duly authorized to make this affidavit on such Contractor's behalf. That in reference to the Agreement between RiverRock Real Estate Group, a California Corporation, as agent for _____ and such Contractor, all labor and material has been furnished and all Work has been completed in full compliance with the Contract Documents. That all debts and obligations incurred by such Contractor for the Work, including but not limited to those for labor, material, equipment, supplies, insurance, Social Security, Employment Security, sales and other taxes, have been paid in full.

That the Contractor agrees to indemnify, defend, and save harmless, the Premises, the Owner, RiverRock Real Estate Group, a California Corporation, and their successors and assigns from and against all liens, claims, court actions, losses, penalties, or damages of whatever kind and nature by reason of any debts or obligations incurred or alleged to have been incurred by the Contractor or its agents, employees, or subcontractors for or in connection with such Agreement.

Signing Officer: _____ Title: _____

Subscribed and Sworn to before me this _____ day of _____, 20 _____

Notary Public: _____ State: _____

County: _____ TERM EXPIRES: _____ (SEAL)

EXHIBIT D

ADDITIONAL INSURED
ENDORSEMENT
LANGUAGE

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

The United States Department of the Navy, Alameda Reuse and Redevelopment Authority, City of Alameda, Alameda City Council, Alameda Municipal Power, Alameda Housing Authority and Community Improvement Commission, their respective Boards, Commissions, Officers, Employees and Agents, [COMPANY], their Officers and Employees

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Optional Clause A:

Insert when Agreement Involves

Excavation of Marsh Crust or Other
Environmental Work

Environmental Risk Insurance covering the liability of Contractor arising out of any Services involving the abatement, use or disposition of hazardous materials. Such insurance shall be written by an environmental risk insurance company, or equivalent, or better, and shall be in a form and with insurers acceptable to Owner. The policy shall be on an "occurrence" rather than "claims made" basis, with a combined single limit for bodily injury and property damage of at least \$1,000,000 "per occurrence", or the limit carried by Contractor, whichever is greater, with a deductible no greater than \$10,000 per occurrence and shall provide continuous protection after policy expiration (without a "sunset clause") for all occurrences during the term of this Agreement. Such insurance shall be made available solely for the Services hereunder. Contractor shall comply with all policy warranties, and shall do nothing to invalidate coverage and shall give Owner a true copy of the policy prior to commencing the Services to be performed pursuant to this Agreement.

RiverRock Real Estate Group Letterhead

**PURCHASE
ORDER TO EXHIBIT C-1**

Prop# P.O.#

3	0	2	7			
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Date:

TO

SHIP TO:

ATTN:

Please furnish the items listed below, subject to the terms and conditions on the face hereof and made a part of this order, all or which shall constitute a contract between us upon our approval below and your acceptance of this order.

Description	Quantity	Price	Amount	Account Code

SALESTAX | _____

TOTAL " _____

This Purchase Order shall incorporate the terms and conditions set forth in Limited Scope Service Agreement No. _____ by and between RiverRock Real Estate Group, a California Corporation, as agent for City of Alameda ("Owner") and _____ ("Contractor") dated __, 201__.

FOR:

Ordered By:

 Approved By: Date

 As agent for the City of Alameda Date

Accepted By:

Contractor

Date

P.O. _____
201__

EXHIBIT C-2
TO PROPERTY MANAGEMENT, LEASING AND LICENSING AGREEMENT

CONSULTANT AGREEMENT

No.

THIS AGREEMENT, entered into this__ day of _____, 201_,
by and between RiverRock Real Estate Group, a California Corporation,
(hereinafter referred to as "Manager"), as agent for the City of Alameda, a charter
city and municipal corporation (hereinafter referred to as "CITY"), and
_____, a _____ corporation whose address is
_____ (hereinafter referred to as "Consultant"), is made with
reference to the following:

RECITALS:

- A. CITY has an interest in certain real property and improvements
known as Alameda Point located in Alameda, CA (the "Project").
- B. Consultant is specially trained, experienced and competent to
perform the special services which will be required by this Agreement; and
- C. Consultant possesses the skill, experience, ability, background,
certification and knowledge to provide the services described in this Agreement on
the terms and conditions described herein.
- D. Manager, as agent for CITY and Consultant desire to enter
into an agreement for _____ services related to
_____ upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the
undersigned parties as follows:

- 1. **TERM:**
The term of this Agreement shall commence on the _____ day of
_____, 201_, and shall terminate on the _____ day of _____, 201_,
unless terminated earlier as set forth herein.
- 2. **SERVICES TO BE PERFORMED:**
Consultant shall perform each and every service set forth in Exhibit "A"
which is attached hereto and incorporated herein by this reference.

3. **COMPENSATION TO CONSULTANT:**

Consultant shall be compensated for services performed pursuant to this Agreement in an amount not to exceed that set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference.

4. **TIME IS OF THE ESSENCE:**

Consultant and CITY agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE:**

Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the CITY nor have any contractual relationship with CITY.

6. **INDEPENDENT PARTIES:**

Manager, as agent for CITY and Consultant intend that the relationship between them created by this Agreement is that of employer-independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by CITY to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from CITY to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

7. **IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Consultant assumes any and all responsibility for verifying the identity and employment authorization of all of his/her employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Consultant shall indemnify and hold Manager and CITY harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Consultant.

8. **NON-DISCRIMINATION:**

Consistent with City of Alameda's policy that harassment and discrimination are unacceptable employer/employee conduct, Consultant agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Consultant or Consultant's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

Consultant certifies and agrees that he/she will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741, et. seq.), in accordance with requirement of state or federal law. Consultant shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law. Such shall include, but not be limited to, the following:

A. Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

B. Selection for training, including interns and apprentices.

Consultant agrees to post in conspicuous places in each of Consultant's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.

Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Consultant's commitments under this paragraph.

Consultant certifies and agrees that he/she will deal with his/her subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.

In accordance with applicable state and federal law, Consultant shall allow duly authorized county, state and federal representatives access to his/her employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Consultant shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

If the Manager finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which

Manager may determine to cancel, terminate, or suspend this Agreement. Manager reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Consultant has violated state and federal anti-discrimination laws shall constitute a finding by Manager or Owner that Consultant has violated the anti-discrimination provisions of this Agreement.

The parties agree that in the event Consultant violates any of the anti-discrimination provisions of this paragraph, Manager or Owner shall be entitled, at its option, to the sum of \$500.00 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

Consultant hereby agrees that he/she will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations (45 C.F.R.), and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Consultant receiving Federal Financial Assistance. In addition, Consultant shall comply with the Uniform Federal Accessibility Standards, and Contractor, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards. Consultant's attention is directed to laws, including but not limited to:

A. CIVIL RIGHTS/EQUAL OPPORTUNITY

(1) Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(2) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

B. PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

This Agreement is subject to laws and regulations concerning the rights of otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities, including but not limited to:

(1) Americans with Disabilities Act of 1990 (ADA) (28 CFR 35). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Consultant shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.

(2) Nondiscrimination on the Basis of Handicap (24 CFR 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 CFR8.

(3) Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 CFR 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.

(4) In resolving any conflict between the accessibility standards cited in paragraphs (1), (2) and (3) above, the more stringent standard shall apply.

9. **HOLD HARMLESS:**

Indemnification

Consultant shall indemnify, defend, and hold harmless Manager, the City of Alameda, its City Council, and their respective boards, commissions, officials, employees, and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Consultant's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Consultant, Consultant shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Consultant. However, Consultant shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees.

Indemnification For Claims for Professional Liability:

As to Claims for professional liability only, Consultant's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

10. **INSURANCE:**

On or before the commencement of the term of this Agreement, Consultant shall furnish Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C, D and E. Such certificates, which do not limit Consultant's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda by certified mail, Attention: Risk Manager." It is agreed that Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to CITY and licensed to do insurance business in the State of California. Endorsements naming the United States Department of the Navy, City of Alameda, Alameda City Council, their respective Boards, Commissions, Officers, Employees and Agents, [RiverRock Real Estate Group, a California Corporation, their Officers and Employees as additional insured shall be submitted with the insurance certificates.

A. **COVERAGE:**

Consultant shall maintain the following insurance coverage:

- (1) **Workers' Compensation:**
Statutory coverage as required by the State of California.

- (2) **Liability:**
Commercial general liability coverage in the following minimum limits:

Personal Injury or Death: Property Damage:
 \$3,000,000 each occurrence
 \$1,000,000 each occurrence

If submitted, combined single limit policy with aggregate limits in the amounts of \$3,000,000 will be considered equivalent to the required minimum limits shown above.

- (3) **Automotive:**
Comprehensive automotive liability coverage in the following minimum limit:

Combined Single Limit: \$1,000,000 each occurrence

- (4) **Professional Liability:**
Professional liability insurance, as applicable, which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000.

B. **SUBROGATION WAIVER:**

Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to his/her insurance for recovery. Consultant hereby grants to Manager and the CITY, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or Manager or CITY with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of said Consultant may acquire against Manager or the CITY by virtue of the payment of any loss under such insurance.

C. **FAILURE TO SECURE:**

If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, Manager or CITY shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the

maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

United States Department of the Navy, City of Alameda, Alameda City Council, their respective Boards, Commissions, Officers, Employees and Agents, RiverRock Real Estate Group, a California Corporation, their Officers and Employees and volunteers shall be named as an additional insured under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by CITY are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

11. CONFLICT OF INTEREST:

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of Manager or CITY. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from Manager or CITY under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to Manager or CITY by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. **SUBCONTRACTOR APPROVAL:**

Unless prior written consent from Manager is obtained, only those people and subcontractors whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

14. **PERMITS AND LICENSES:**

Consultant, at his/her sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License, that may be required in connection with the performance of services hereunder.

15. **REPORTS:**

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of CITY. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to CITY the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of CITY, and all publication rights are reserved to CITY.

B. All Reports prepared by Consultant may be used by Manager or CITY in execution or implementation of:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other CITY projects as appropriate.

However, any use beyond the time or scope of the project for which the report was prepared shall be without risk to Consultant.

C. Consultant shall, at such time and in such form as Manager or CITY may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on both sides of the paper except for one original, which shall be single sided.

E. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by Manager.

16. RECORDS:

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by Manager that relate to the performance of services under this Agreement.

Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to Manager at all proper times, and gives Manager or CITY the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

If supplemental examination or audit of the records is necessary due to concerns raised by Manager or CITY's preliminary examination or audit of records, and the Manager or CITY's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Consultant shall reimburse Manager or CITY for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Consultant to Manager or CITY shall be addressed to Manager at:

City of Alameda
C/o RiverRock Real Estate Group, a California Corporation
950 West Mall Square, Suite
Attention: Property Manager

All notices, demands, requests, or approvals from Manager to Consultant shall be addressed to Consultant at:

Attention:

18. **TERMINATION:**

In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Consultant from Manager of written notice of default, specifying the nature of such default and the steps necessary to cure such default, Manager may terminate the Agreement forthwith by giving to the Consultant written notice thereof.

Manager shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Consultant as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

19. **COMPLIANCES:**

Consultant shall comply with all state or federal laws and all ordinances, rules and regulations enacted or issued by CITY or City of Alameda.

20. **CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.)

Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

21. **ADVERTISEMENT:**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from CITY to do otherwise.

22. **WAIVER:**

A waiver by Manager of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

23. **INTEGRATED CONTRACT:**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both Manager and Consultant.

24. **INSERTED PROVISIONS:**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

25. **CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

Signatures on following page

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

CONSULTANT:

A _____
A _____ Corporation

By: _____

Title: _____

MANAGER:

RiverRock Real Estate Group, a
California Corporation, as agent for
City of Alameda

By: _____

Name: _____

Title: _____

EXHIBIT D

Leasing, Licensing and Commissions

I. LEASING AND LICENSING.

1.1 Leasing and Licensing Services. The City hereby engages the Property Manager as the exclusive leasing broker for the purpose of leasing those portions of the Cell Towers Properties which may be available for lease during the term of this Agreement. The City hereby engages the Property Manager as the exclusive licensing broker for the purpose of licensing those portions of the Alameda Point Properties which may be available for licensing during the term of this Agreement. As to both, Property Manager shall:

(a) Diligently pursue new, renewal, extension and replacement tenants/licenses for premises within the Cell Towers Properties (leases) and the Alameda Point Properties (licenses) on the best terms available in the market.

(b) Investigate prospective tenants/licenses as to their credit-worthiness and reputation in business and ethical matters. Such investigation shall include, without limitation, a review of the records of governmental agencies having jurisdiction over the use, generation, storage, transportation and disposal of hazardous wastes and materials and oil. If during the term of this Agreement, Property Manager becomes aware of the existence or the likely existence of hazardous materials, Property Manager shall immediately notify the City of the condition, both orally and in writing. licenses.

(c) Negotiate lease/license terms with prospective and renewal tenants and licensees.

(d) Prepare and present proposed leases and licenses (including amendments and renewals) to the City for approval.

1.2 Right to Approve. The City shall have the right, in its sole discretion, to approve the terms, conditions and form of any proposed lease and proposed license (including amendments and renewals) and to approve any prospective tenants or licensee.

1.3 Outside Brokers.

(a) If any outside brokers are engaged in obtaining any new tenant or licensee of any of the Cell Tower Property (lease) or Alameda Point Properties (license) on behalf of, or in conjunction with, the Property Manager, and a commission is due hereunder, the Property Manager shall negotiate the fee payable to such broker and pay any portion of its commission payable to such broker pursuant to its agreement with such broker.

(b) If an outside broker is involved and is unwilling to accept payment of its commission in the same manner as Property Manager will be paid pursuant to Article II of this Exhibit D, then on a case-by-case basis, Property Manager may request the City's prior written approval for Property Manager to pay such outside broker in an alternative manner. The following example is provided as an illustration of an alternative payment request which may arise: An outside tenant's broker may request payment of its commission from Property Manager as 50% on execution of the lease and 50% on occupancy of the new lease. If the City consents in writing to Property Manager's paying the outside broker as it requested, then Property Manager will provide an invoice to the City requesting an advance of a portion of the Property Manager's commission, which Property Manager will pay to the outside broker. Subsequently and pursuant to Article II of this Exhibit D, Property Manager will provide monthly invoices to the City reduced by the amount of the advance paid by the City in the manner approved by the City in writing.

(c) Notwithstanding anything to the contrary in the foregoing, Property Manager shall be responsible for payment of any commissions or brokerage fees to outside brokers and the City shall not be liable to any outside broker for any commissions or brokerage fees which may arise as a result of Property Manager's agreements with outside brokers.

1.4 Reports.

(a) Leasing Status Reports. On or before the fifteenth day of each month, the Property Manager shall deliver to the City for each lease area within the Cell Tower Properties a leasing status report for the preceding month. The leasing status report shall identify, with square footage and locations specified, all areas occupied under leases which are expected to terminate or which contain termination options exercisable during the ensuing twelve months.

(b) Prospective Tenants. With respect to prospective tenants, the lease status report shall include the tenant's name; proposed terms of the lease, including base rent, term, free-rent periods, escalation provisions, projected occupancy date, tenant furnish allowance or estimated tenant finish cost and options; size of premises to be leased.

II. LEASING AND LICENSING COMMISSIONS.

2.1 Compensation for Leasing or Licensing.

(a) Subject to Section 2.3 below, the Property Manager shall be entitled to a leasing or licensing commission with respect to any lease or license entered into during the Term of this Agreement, when (i) the lease/license has been fully executed, and (ii) the tenant/licensee takes occupancy of the leased/licensed premises. The City acknowledges that Property Manager may pay a portion of its commission to outside brokers pursuant to Section 1.3 above.

(b) Subject to the terms and conditions of Section 2.4 below and in accordance with the method of calculation illustrated by examples set forth in Section 2.3 below:

(i) payment by the City of the leasing commission to the Property Manager shall be made ratably only out of payments of Fixed Annual Minimum Rent (as hereinafter defined) made by the tenant in equal monthly installments over the term of the lease commencing on the date that the conditions set forth in Section 2.1(a)(i) and (ii) of this Exhibit D; and

(ii) the amount of such leasing commission shall be: (A) five percent (5%) of the Fixed Annual Minimum Rent for the first five (5) years of the initial term of the lease, and (B) as applicable, two and one-half percent (2-1/2%) of the Fixed Annual Minimum Rent for the second five (5) years of the initial term of the lease; excluding any renewal, extension or expansion options included in such lease, any period of free rent and any period after the tenant may, at its option, terminate the lease.

(c) "Fixed Annual Minimum Rent" shall mean the base rent payable by the tenant, excluding any payments for real estate taxes, operating expenses, insurance or other such payments payable by the tenant or rent payments intended to amortize tenant improvement investments. Further, any other rent abatements or tenant concessions shall be deducted in calculating the amount of Fixed Annual Minimum Rent on which the commission is payable.

2.2 Renewals.

(a) Subject to the terms and conditions of Section 2.4 below and in accordance with the method of calculation illustrated by examples set forth in Section 2.3 below, a leasing commission equal to two and one-half percent (2-1/2%) of the Fixed Annual Minimum Rent payable for the first five (5) years of the renewal term shall be earned by the Property Manager for any renewal or extension of the term or expansion of the premises of any lease, and shall be payable ratably out of payments of Fixed Annual Minimum Rent made by the tenant under such lease renewal in equal monthly installments over the lease renewal term commencing on the date that conditions set forth in Section 2.1(a)(i) and (ii) of this Exhibit D have been satisfied as to such renewal, extension or expansion, as applicable.

(b) More than one lease renewal term for a lease, shall be subject to the prior written approval of the City.

2.3 Payment Terms. The parties hereto contemplate payment of the leasing commissions will be payable only out of rental payments from tenants actually received (except as approved in writing by the City pursuant to Section 1.3(b) of this Exhibit D). Accordingly, the Property Manager has agreed to the

foregoing schedule of payments set forth in Sections 2.1 and 2.2 of this Exhibit D calculated in accordance with the illustrative examples set forth below (subject to reduction pursuant to any alternative arrangement approved in writing by the City pursuant to Section 1.3(b) of this Exhibit D).

(a) Commissions for New Leases-Examples.

3 year new lease: Property Manager will provide monthly invoices to the City for 5% of the Fixed Annual Minimum Rent for months 1 through 36 of the lease.

7 year new lease: Property Manager will provide monthly invoices to the City for: (i) 5% of the Fixed Annual Minimum Rent for months 1 through 60 of the lease; then (ii) 2-1/2% of the Fixed Annual Minimum Rent for months 61 through 84 of the lease.

12 year new lease: Property Manager will provide monthly invoices to the City for: (i) 5% of the Fixed Annual Minimum Rent for months 1 through 60 of the lease; then (ii) 2-1/2% of the monthly Fixed Annual Minimum Rent for months 61 through 120 of the lease. No commission will be charged or payable for months 121 through 144 of the lease.

20 year new lease: Property Manager will provide monthly invoices to the City for: (i) 5% of the Fixed Annual Minimum Rent for months 1 through 60 of the lease; then (ii) 2-1/2% of the monthly Fixed Annual Minimum Rent for months 61 through 120 of the lease. No commission will be charged or payable for months 121 through 240 of the lease.

(b) Commissions for Renewals of Existing Leases – Examples.

3 year existing lease renewal: Property Manager will provide monthly invoices to the City for 2-1/2% of the Fixed Annual Minimum Rent for months 1 through 36 of the lease renewal term.

7 year existing lease renewal: Property Manager will provide monthly invoices to the City for 2-1/2% of the Fixed Annual Minimum Rent for months 1 through 60 of the 7-year lease renewal term. No commission will be charged or payable for months 61 through 84 of the 7-year lease renewal term.

Two 5-year options to renew existing lease: If the tenant exercises the first 5-year option to renew, Property Manager will provide monthly invoices to the City for 2-1/2% of Fixed Annual Minimum Rent for months 1 through 60 of the first 5-year lease renewal term. Then if the tenant exercises the second 5-year option to renew, Property Manager will provide monthly invoices to the City for 2-1/2% of Fixed Annual Minimum Rent for months 1 through 60 of the second 5-year lease renewal term.

(c) Commissions for New Leases Plus Renewals-Examples.

5-year new lease plus one 5-year option to renew: Property Manager will provide monthly invoices to the City for 5% of the Fixed Annual Minimum Rent for months 1 through 60 of the new 5-year lease. Then if the tenant exercises the option to renew, Property Manager will provide monthly invoices to the City for 2-1/2% of Fixed Annual Minimum Rent for months 1 through 60 of the 5-year lease renewal term.

7-year new lease plus one 5-year option to renew: Property Manager will provide monthly invoices to the City for: (i) 5% of the Fixed Annual Minimum Rent for months 1 through 60 of the new 5-year lease; then (ii) 2-112% of the Fixed Annual Minimum Rent for months 61 through 84 of the new 5-year lease. Then if the tenant exercises the option to renew, Property Manager will provide monthly invoices to the City for 2-1/2% of Fixed Annual Minimum Rent for months 1 through 60 of the 5-year lease renewal term.

10-year new lease plus one 7-year option to renew: Property Manager will provide monthly invoices to the City for: (i) 5% of the Fixed Annual Minimum Rent for months 1 through 60 of the new 10-year lease; then (ii) 2-112% of the monthly Fixed Annual Minimum Rent for months 61 through 120 of the new 10-year lease. Then if the tenant exercises the 7-year option to renew, Property Manager will provide monthly invoices to the City for 2-1/2% of Fixed Annual Minimum Rent for months 1 through 60 of the 7-year lease renewal term. No commission will be charged or payable for months 61 through 84 of the 7-year lease renewal term.

10-year new lease plus two 5-year options to renew: Property Manager will provide monthly invoices to the City for: (i) 5% of the Fixed Annual Minimum Rent for months 1 through 60 of the new 10-year lease; then (ii) 2-112% of the monthly Fixed Annual Minimum Rent for months 61 through 120 of the new 10-year lease. Then if tenant exercises the first 5-year option to renew, Property Manager will provide monthly invoices to the City for 2-1/2% of Fixed Annual Minimum Rent for months 1 through 60 of the first 5-year lease renewal term. Then if the tenant exercises the second 5-year option to renew, Property Manager will provide monthly invoices to the City for 2-1/2% of Fixed Annual Minimum Rent for months 1 through 60 of the second 5-year lease renewal term.

2.4 Special Circumstances. The amount of leasing commission payable by the City to the Property Manager pursuant to Sections 2.1, 2.2 and 2.3 of this Exhibit D shall be subject to the following qualifications:

(a) If, prior to the termination of the initial term of its lease, an existing tenant relocates within the Managed Property in which the tenant was an existing tenant, the commission applicable to the portion of the relocation lease

term equal to the unexpired term of the original lease shall be based upon the increase, if any, in the rent.

(b) The commission due for any expansion by an existing tenant shall be based upon the net overall increase in rent payable by the tenant; and if another tenant vacates its space prior to the expiration of its lease term to permit such expansion, the rent upon which the commission is based shall be reduced by the vacating tenant's rent for the period of such unexpired term.

(c) If upon expiration of its existing lease, an existing tenant relocates to another space in the Managed Property in which the tenant was an existing tenant, the commission applicable to such lease shall be calculated as though the lease was a renewal as provided in Section 2.2 of this Exhibit D.

(d) The rent upon which the commission is based shall be reduced by the total amount of any rent payable to a tenant by the City for space subleased back to the City.

(e) No commission shall be paid to the Property Manager with respect to any lease for any period after ten (10) years from the initial occupancy of a tenant in a Cell Tower Properties, except commissions for renewals pursuant to Section 2.2 of this Exhibit D.

(t) No commission shall be payable to the Property Manager with respect to any lease or other occupancy agreement for the City or any of their related agencies, or Property Manager.

III. ENTIRE COMPENSATION.

Except as expressly set forth herein, no leasing or licensing commission, finder's fee, broker's fee or other type of commission shall be payable to the Property Manager for any lease, ground lease, sale, conveyance, or transfer of the Cell Towers Properties or the Alameda Point Properties or any interest in the Cell Towers Properties or the Alameda Point Properties, or for any financing or refinancing of the Cell Towers Properties or the Alameda Point Properties.