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PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT
(Disposition and Development Agreement (Alameda Landing Mixed Use Project) –
Waterfront)

This Partial Assignment and Assumption Agreement (Disposition and Development Agreement (Alameda Landing Mixed Use Project) – Waterfront) (the “Agreement”) is made (for reference purposes) as of _____, 2017, by and between CATELLUS ALAMEDA DEVELOPMENT, LLC, a Delaware limited liability company (“Assignor”), and FISC PROPERTIES LLC, a California limited liability company (“Assignee”).

RECITALS

This Agreement is entered into upon the basis of the following facts, understandings, and intentions of Assignor and Assignee.

A. The Community Improvement Commission of the City of Alameda, a public body corporate and politic (the “CIC”) and Palmtree Acquisition Corporation, a Delaware corporation (“PAC”), the predecessor in interest to Assignor, entered into that certain Disposition and Development Agreement (Alameda Landing Mixed Use Project) dated as of December 5, 2006, and recorded in the Official Records of Alameda County, California (“Official Records”) on July 24, 2007, as Series No. 2007275740; (1) as amended by (a) that certain First Amendment to Disposition and Development Agreement (Alameda Landing Mixed Use Project), dated as of December 4, 2007 and recorded in the Official Records on December 20, 2007, as Series No. 2007427558, and (b) that certain Second Amendment to Disposition and Development Agreement (Alameda Landing Mixed Use Project), dated as of June 4, 2008 and recorded in the Official Records on August 5, 2008, as Series No. 2008236638; (2) as assigned by that certain Assignment and Assumption Agreement (Disposition and Development Agreement (Alameda Landing Mixed Use Project)) and Right of Entry for Preliminary Work (Alameda Landing – Testing/Investigation)) by and between PAC, as assignor, and Assignor, as assignee, effective as of February 28, 2011, and recorded in the Official Records on June 10, 2011, as Instrument No. 2011168602; (3) as partially assigned by that certain Partial Assignment and Assumption Agreement (Disposition and Development Agreement (Alameda Landing Mixed Use Project) – Portion of Parcel 2) by and between Assignor, as assignor, and Target Corporation, a Minnesota corporation, as assignee, dated as of July 18, 2012, and recorded in the Official Records on

September 10, 2012, as Instrument No. 2012295654; (4) as partially assigned by that certain Partial Assignment and Assumption Agreement (Disposition and Development Agreement (Alameda Landing Mixed Use Project) – Remaining Portion of Parcel 2) by and between Assignor, as assignor, and Catellus Alameda Retail, LLC, a Delaware limited liability company, as assignee, recorded in the Official Records on December 12, 2013, as Instrument No. 2013381981; (5) as partially assigned by that certain Partial Assignment and Assumption Agreement (Disposition and Development Agreement (Alameda Landing Mixed Use Project) – Residential Parcel 1) by and between Assignor, as assignor, and TRI Pointe Homes, Inc., a Delaware corporation, as assignee, dated as of December 18, 2013, and recorded in the Official Records on December 18, 2013, as Instrument No. 2013387026 (the “Residential Parcel 1 Assignment”); (6) as partially assigned by that certain Partial Assignment and Assumption Agreement (Disposition and Development Agreement (Alameda Landing Mixed Use Project) – Residential Parcel 2) by and between Assignor, as assignor, and TRI Pointe Homes, Inc., a Delaware corporation, as assignee, dated as of December 11, 2014, and recorded in the Official Records on December 11, 2014, as Instrument No. 2014-302877 (the “Residential Parcel 2 Assignment”); and (7) as partially assigned by that certain Partial Assignment and Assumption Agreement (Disposition and Development Agreement (Alameda Landing Mixed Use Project) – Residential Parcel 3) by and between Assignor, as assignor, and TRI Pointe Homes, Inc., a Delaware corporation, as assignee, dated as of December 18, 2015, and recorded in the Official Records on December 18, 2015, as Instrument No. 2015-331814 (the “Residential Parcel 3 Assignment”)(collectively, the “DDA”).

B. The DDA relates to certain real property located in the City of Alameda (“City”), County of Alameda, State of California (the “Property”). The Property is more particularly described in the DDA and Exhibit A attached hereto.

C. All defined terms not specifically defined herein shall have the meanings ascribed to them in the DDA.

D. The DDA provides for a mixed use development (the “Project”) on the Property, consisting of the “Alameda Landing Commercial Project” (as defined in the Alameda Landing Commercial Project DA) and the “Alameda Landing Residential Project” (as defined in the Alameda Landing Residential Project DA), each as more particularly described in the DDA, and the Alameda Landing Commercial Project DA and the Alameda Landing Residential Project DA, respectively.

E. Pursuant to ABx1 26 (as revised by AB 1484), on February 1, 2012, the Successor Agency of the Community Improvement Commission of the City of Alameda (the “Successor Agency”), acquired the Property and assumed the CIC’s obligations pursuant to the DDA by operation of law.

F. The Successor Agency has included the DDA as an enforceable obligation on each Recognized Obligation Payment Schedule (“ROPS”) approved and submitted to the California Department of Finance (“DOF”) in accordance with ABx1 26 (as revised by AB 1484), as amended. DOF has not objected to the inclusion of the DDA in any ROPS. On May 24, 2013, DOF issued a Finding of Completion to the Successor Agency.

G. The DDA permits the conveyance of the Alameda Landing Commercial Property in phases, on the terms and conditions set forth in the DDA.

H. Assignor intends to cause Successor Agency to convey a portion of the Alameda Landing Commercial Property to Assignor, for inclusion in the Assigned Property. Assignor owns a separate portion of the Assigned Property comprised of a segment of the UP Right of Way. Together the two portions comprise the “Assigned Property” which is the real property more particularly described in Exhibit B attached to this Agreement.

I. Assignor intends to convey the Assigned Property to Assignee pursuant to (among others) Sections 8.2 and 8.8 of the DDA.

K. In conjunction with the conveyance of the Assigned Property to Assignee, Assignor desires to assign to Assignee certain of Assignor’s rights, duties and obligations under the DDA with respect to the Assigned Property only, and Assignee desires to accept and assume certain of Assignor’s rights, duties and obligations under the DDA with respect to the Assigned Property (collectively and as described and defined more particularly in Section 4, below, the “Assigned Interests”), and Developer shall retain all of its other rights, duties and obligations under the DDA (collectively, the “Retained Interests”). Assignor and Assignee acknowledge and agree that: (a) the Assigned Interests exclude, and the Retained Interests include, all rights to reimbursements for CIC Funding Obligations pursuant to Section 6.2 of the DDA; and (b) Assignee factored such excluded reimbursements into its purchase price offer for the Assigned Property, and agreed to pay a lower purchase price for the Assigned Property than had such reimbursements been Assigned Interests.

L. The Project Approvals include, among other things, the rights, duties and obligations under the “Maritime Commercial Sub-Area” heading of the MPA. The “MPA”: is the “Alameda Landing Master Plan Amendment (insert at end of ‘Sub-Area Development Programs’ at the end of Master Plan page 50)” as adopted by the City Council of City in its Ordinance No. ____ on ____, 2017, which Ordinance took effect on ____, 2017, which MPA is also deemed to be a Project Approval. “Adaptive Reuse” (and “Adaptively Reuse”) is the portion of the MPA under the heading “Maritime Commercial Sub-Area,” except the last paragraph of such portion. “New Construction” (and “Newly Construct”) means the discontinuance of Adaptive Reuse of the Assigned Property and redevelopment with new construction (other than replacement in kind or in the event of casualty), as more particularly provided in such last paragraph. The Maritime Commercial Sub-Area shown in the MPA’s diagram is (as more particularly described in Exhibit B) the Assigned Property.

M. Assignor and Assignee acknowledge and agree that Assignee intends to use the Assigned Property for Adaptive Reuse, operation, leasing and New Construction in accordance with the Project Approvals (as defined in Recital G of the DDA) as they apply to the Assigned Property (the “Assigned Property Development Rights”).

NOW, THEREFORE, in consideration of the promises and the mutual agreements and covenants set forth herein and intending to be legally bound hereby, Assignor and Assignee do hereby agree as follows:

1. Effective Date. For purposes of this Agreement, in accordance with Section 8.8 of the DDA, the “Effective Date” shall be the date on which the deed from Assignor to Assignee for the Assigned Property is recorded in the Official Records; provided, however, that this Agreement shall have no force and effect without the written consent of the Successor Agency.

2. Assignment. From and after the Effective Date, Assignor hereby assigns to Assignee, without representation or warranty, all of Assignor’s rights, title and interest in and to the Assigned Interests.

3. Assumption. From and after the Effective Date, Assignee hereby assumes from Assignor all of Assignor’s right, title and interest in and to the Assigned Interests, and agrees to perform all of Assignor’s obligations as “Developer” under the DDA with respect to the Assigned Interests relating to the period from and after the Effective Date, as more particularly provided in Section 4 below.

4. Assigned Interests.

(a) Rights Assigned. Except as otherwise provided in Sections 4(d) and 4(e) below, the “Assigned Interests” shall mean and include all of the rights of Assignor under the DDA that (i) apply exclusively to the Assigned Property; or (ii) apply nonexclusively to the Assigned Property, but solely to the extent necessary to Adaptively Reuse, operate, lease and Newly Construct the Assigned Property in accordance with the Assigned Property Development Rights. However: (A) Sections 13.8 (Amendments to this Agreement) and 13.10 (Operating Memoranda) of the DDA shall be subject to Section 7 of this Agreement, and (B) Section 13.9 (Correction of Technical Errors) of the DDA shall be subject to Section 8 of this Agreement.

(b) Obligations Assigned and Assumed. Except as otherwise provided in Sections 4(d) and 4(e) below, the Assigned Interests shall also mean and include: (a) all of the obligations of Assignor under the DDA that apply to, occur on, or arise from the Assigned Property or the Assigned Property Development Rights; and (b) the obligation to perform Demolition and Backbone Infrastructure Work for the Third Demolition and Backbone Infrastructure Phase (excluding, however, any Demolition and Backbone Infrastructure Work included in the Early Office Demolition and Backbone Infrastructure Phase), but not any other Demolition of Backbone Infrastructure Work.

(c) MMRP Obligations. Except as provided in Sections 4(d) and 4(e) below, the Assigned Interests shall also mean and include, with respect to the Assigned Property only, all of the obligations of Assignor under the MMRP (as such may be amended from time to time) that are identified in the MMRP:

- (i) as obligations of the “ALC developer for ALC site” or “ALC site owners”;
- (ii) as obligations of the “ALC developer for ALC site and AL Backbone Infrastructure”, “ALC developer for AL Backbone Infrastructure”, “ALC developer for ALC Backbone Infrastructure”, other than with respect to the Early Office Demolition and Backbone Infrastructure Phase;

(iii) under HYD-4 (p.10) as “ALC . . . site owners, through contributions to the TDM program per applicable AL Development Agreement”;

(iv) under T/C-8b (p.26) as “ALC . . . site owners, through contributions to the TDM program per applicable AL Development Agreement”; and

(v) under AQ-2 (p.34) as “ALC . . . site owners, through contributions to the TDM program . . . , per applicable AL Development Agreement”.

(d) Exclusions from MMRP Obligations. The Assigned Interests shall not mean or include, and Assignee shall have no right, title, interest, or obligation under the MMRP that are identified in the MMRP:

(i) as Completed;

(ii) under HYD-4 (p.10) as “ALC Developer for establishment of BMPs” and “ALC developer to establish TDM Program per the applicable AL Development Agreement; TDM provider to implement measures”;

(iii) under HAZ-1c (p.14), as “ALC Developer for ALC site,” solely the obligation to prepare the SMP.

(iv) under T/C-8b (p.26) as “ALC Developer to establish TDM Program per the applicable AL Development Agreement; TDM provider to implement measures”;

(v) under T/C 11b and c (p.28) as “ALC developer”;

(vi) under T/C 20b, d, e and f (p.29) as “ALC developer”;

(vii) under T/C 21h(a) (p.31) as “ALC developer”;

(viii) under T/C 21j (p.31) as “ALC developer”;

(ix) under AQ-2 (p.34) as “ALC Developer to establish TDM Program per the applicable AL Development Agreement; TDM provider to implement measures”; and

(x) under UTL-5 (p.38) as “ALC developer”.

(e) Exclusions from DDA Assigned Interests. The Assigned Interests shall not mean or include, and Assignee shall have no right, title, interest, or obligation pursuant to, the following provisions of the DDA:

(i) Article II (Acquisition and Disposition of Property), provided that the Assigned Interests shall include the provisions of (a) the last paragraph of Section 2.2(c)(iii) and (b) Section 2.2(d) with respect to the Assigned Property only;

(ii) Article III (Purchase Price);

(iii) Article IV (Conditions Precedent). Assignee acknowledges that it is taking title to the Assigned Property subject to the lien of a Municipal Services District, which District is Community Facilities District 13-2.

(iv) Section 5.1 (Escrow);

(v) Section 5.2 (Delivery of Possession);

(vi) Section 5.3 (Condition of Title; Title Defects) provided (A) Assignee accepts conveyance of the Assigned Property subject to all Permitted Exceptions, (B) Assignee shall have no right to make any claim for any Title Defect of any nature whatsoever with respect to the Assigned Property against the Successor Agency (provided, however, nothing in this provision precludes Assignee from making a claim pursuant to its title insurance policy), and (C) Assignee acknowledges and agrees that under no circumstances shall the Marsh Crust Covenant or a lien claim related to Private Infrastructure be considered a Title Defect, Conveyance Condition Precedent, or a cause for an Extended Close of Escrow of a Force Majeure Event;

(vii) Section 5.4 (Title Insurance);

(viii) Section 5.6 (Preliminary Work by Developer);

(ix) Section 5.7(c) (pertains to Property leasing);

(x) Section 5.7(d) (Demolition of the Hospital);

(xi) Section 5.8 (CIC Insurance);

(xii) Article VI (Infrastructure and Demolition Obligations), to the extent of Demolition and Backbone Infrastructure Work for the Early Office Demolition and Backbone Infrastructure Phase;

(xiii) Section 7.1(b) (Initial Retail Leasing Covenants);

(xiv) Section 7.1(c) (Truck Route), provided that all obligations of Section 7.1(c) shall be deemed Assigned Interests in the event of New Construction;

(xv) Section 7.1(n) (Transportation Payment);

(xvi) Section 7.2(a) (Joint Implementation Agreement);

(xvii) Section 7.2(b) (Coordination with Peralta Community College District);

(xviii) Section 7.2(c) (Eminent Domain Powers);

(xix) Section 7.2(e) (Maintenance of Wharf and Piers) (except Sections 7.2(e)(i)(A)(3), 7.2(e)(i)(B), 7.2(e)(ii), 7.2(e)(iii)(C), and 7.2(e)(iv) which shall be deemed Assigned Interests); provided, however, that all obligations of Section 7.2(e) shall be deemed Assigned Interests in the event of New Construction;

(xx) Section 7.4 (Residential Development);

(xxi) Section 12.2(d)(ii)(C)4. (pertains to reimbursement of certain costs incurred by Developer as part of distribution of resale proceeds) - In the event Successor Agency exercises its right of reverter and resale with respect to Conveyance Parcel 7, reimbursement for the amount of any UP Right of Way Acquisition Costs, Stargell Work Costs, and/or Demolition and Backbone Infrastructure Costs, other than Demolition Costs and/or the Backbone Infrastructure Costs with respect to the Third Demolition and Backbone Infrastructure Phase incurred by Assignee with respect to New Construction on the Assigned Property;

(xxii) Section 12.15 (Developer Early Termination Right);

(xxiii) Section 12.16 (Reimbursement of Certain Stargell Costs Following Termination);

(xxiv) Section 12.17 (Reimbursement of Certain UP Right of Way Costs Following Termination);

(xxv) Section 12.18 (Funds for Reimbursement of Certain Costs Following Termination; Interest Rate);

(xxvi) The obligation to perform the Demolition and Backbone Infrastructure Work with respect to the Early Office Demolition and Backbone Infrastructure Phase; and

(xxvii) The obligation to perform the Seismic Separation Work (as defined in the DDA).

Notwithstanding anything in the foregoing to the contrary, the Tolled Reuse Obligations shall be deemed Assigned Interests (subject to tolling as provided in the DDA).

5. Assignor's Release. From and after the Effective Date, in accordance with Section 8.1(c) of the DDA, Assignor is released by Successor Agency from all obligations and liabilities under the DDA with respect to the Assigned Property and the Assigned Interests.

6. Events of Default.

(a) No Assignor Liability for Assignee Default. From and after the Effective Date, any Event of Default under the DDA by Assignee with respect to the Assigned Property or Assigned Interests shall not be considered an Event of Default by Assignor under the DDA with respect to the Retained Property (as defined in Section 7(b) below) or Retained Interests (or any other assignee under the DDA that owns a portion of the Property with respect to the property that such assignee owns and the assigned interests related thereto). Subject to the execution by the Successor Agency of the Consent to Partial Assignment and Assumption Agreement (Disposition and Development Agreement (Alameda Landing Mixed Use Project) – Waterfront) (the “Consent”) attached hereto, in the event of such an Event of Default by Assignee with respect to the Assigned Property or Assigned Interests, the Successor Agency will not impose any remedies

under the DDA against Assignor (or any other assignee under the DDA that owns a portion of the Property) arising from such Event of Default by Assignee.

(b) No Assignee Liability for Assignor Default. From and after the Effective Date, any Event of Default by Assignor occurring or arising prior to, on or after the Effective Date under the DDA with respect to the Retained Property or Retained Interests shall not be considered an Event of Default by Assignee under the DDA with respect to the Assigned Property or Assigned Interests (or any other assignee under the DDA that owns a portion of the Property with respect to the property that such assignee owns and the assigned interests related thereto). Subject to the execution by the Successor Agency of the Consent, in the event of such an Event of Default by Assignor with respect to the Retained Property or Retained Interests, the Successor Agency will not impose any remedies under the DDA against Assignee (or any other assignee under the DDA that owns a portion of the Property) arising from such Event of Default by Assignor.

7. Amendment of DDA; Operating Memoranda.

(a) Assignor may, in Assignor's sole and absolute discretion, initiate, process and (if approved by the Successor Agency) record any interpretation of, amendment to, or operating memorandum under the DDA that does not materially affect Assignee's Adaptive Reuse, operation, leasing and New Construction of the Assigned Property in accordance with the Assigned Development Rights, including the Assigned Interests. Assignee shall execute all documents necessary to accomplish said amendment.

(b) Assignee shall not request, process or consent to any interpretation of, amendment to, or operating memorandum under the DDA that would affect: (i) Assignor's Retained Interests or the "Retained Property," which is that portion of the Property retained or acquired by Assignor after the conveyance of the Assigned Property to Assignee, including, without limitation, any portion of the Property Assignor has not acquired but has the right to acquire pursuant to the DDA, without Assignor's prior written consent, in Assignor's sole and absolute discretion, or (ii) any portion of the Property owned by any other assignee under the DDA or the assigned interests relating thereto, without the prior written consent of such assignee, which may be granted or withheld by such assignee under the same consent standards provided in such assignee's partial assignment and assumption of DDA. The Parties acknowledge and agree that seeking and obtaining Successor Agency consent to (A) Transfer, release, or a Significant Change pursuant to and in accordance with the terms of Article VIII of the DDA, or (B) a lender other than a Bona Fide Institutional Lender pursuant to and in accordance with the terms of Section 9.1(d) of the DDA, shall not constitute an interpretation, of, amendment to, or operating memorandum under the DDA for purposes of this Section 7(b).

(c) This Section 7 terminates concurrently with the termination of the DDA.

8. Corrections of Technical Errors in DDA.

(a) Assignor may, in Assignor's sole and absolute discretion, process any corrections of technical errors pursuant to Section 13.9 of the DDA that do not materially affect

Assignee's Adaptive Reuse, operation, leasing and New Construction of the Assigned Property in accordance with the Assigned Development Rights, and, if necessary, Assignee shall execute all documents reasonably necessary to accomplish such corrections.

(b) Assignee shall not request, process or consent to any corrections of technical errors pursuant to Section 13.9 of the DDA without Assignor's prior written consent, in Assignor's reasonable discretion.

9. Early Office Phase Notice. Upon the conveyance of the Assigned Property from Assignor to Assignee, this Agreement shall be deemed to be the Early Office Phase Notice to create the Early Office Demolition and Backbone Infrastructure Phase consisting of the Assigned Property.

10. General Provisions.

(a) Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the full extent permitted by law; provided that, if the invalidation or unenforceability would deprive either Assignor or Assignee of material benefits derived from this Agreement or make performance under this Agreement unreasonably difficult, then Assignor and Assignee shall meet and confer and shall make good faith efforts to modify this Agreement in a manner that is acceptable to Assignor, Assignee and the Successor Agency.

(b) Successors and Assigns. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted successors and assigns.

(c) Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, applicable to contracts executed in and to be performed entirely within that state, and without regard to the conflicts of laws, or choice of law provisions thereof.

(d) Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same agreement.

(e) Notices. All notices, invoices and other communications required or permitted under this Agreement shall be made in writing, and shall be delivered either personally (including by private courier), by email, by certified mail, postage prepaid and return receipt requested, or by nationally recognized overnight courier service to the following addresses, or to such other addresses as the parties may designate in writing from time to time:

If to Assignee:	FISC Properties LLC
	c/o Bay Ship & Yacht Co.
	Attn: Alan Cameron, General Manager

2900 Main St. #2100
Alameda, CA 94501
Phone: (510) 337-9122
Fax: 510-337-0154
Email: acameron@bay-ship.com

If to Assignor: Catellus Alameda Development, LLC
160 Newport Center Drive, Suite 120
Newport Beach, CA 92660
Attention: Tom Marshall
Email: Tom-Marshall@catellus.com

with copies to: Catellus Alameda Development, LLC
66 Franklin Street, Suite 200
Oakland, California 94607
Attention: Bill Hosler
Email: bhosler@catellus.com

and to: Cox, Castle & Nicholson LLP
50 California Street, Suite 3200
San Francisco, California 94111
Attn: Margo N. Bradish, Esq.
Email: mbradish@coxcastle.com

Notices personally delivered shall be deemed received upon delivery. Notices delivered by email shall be deemed received upon receipt of confirmation. Notices delivered by certified mail as provided above shall be deemed received on actual delivery. Notices delivered by courier service as provided above shall be deemed received one (1) business day after the date of deposit for overnight delivery. From and after the Effective Date and until further written notice from Assignee to the Successor Agency pursuant to the terms of the DDA, Assignee hereby designates as its notice address for notices sent by the Successor Agency pursuant to Section 13.1 of the DDA, the notice address set forth above.

(f) Estoppel Certificates. Within ten (10) days after receipt of a written request from time to time, either party shall execute and deliver to the other, or to an auditor or prospective lender or purchaser, a written statement certifying to that party's actual knowledge: (a) that the DDA is unmodified and in full force and effect (or, if there have been modifications, that the DDA is in full force and effect, and stating the date and nature of such modifications); (b) that there are no current defaults under the DDA by the Successor Agency and the requesting party (or the responding party, if the requesting party is the Successor Agency) (or, if defaults are asserted, so describing with reasonable specificity), and that there are no conditions which, with the passage of time or the giving of notice, or both, would constitute a default; (c) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Agreement is in full force and effect, and stating the date and nature of such modifications); and (d) such other matters as may be reasonably requested.

(g) Attorneys' Fees. In the event of any legal or equitable proceeding in connection with this Agreement, the prevailing party in such proceeding shall be entitled to recover its reasonable costs and expenses, including without limitation reasonable attorneys' fees, costs and disbursements paid or incurred in good faith at the arbitration, pre-trial, trial and appellate levels, and in enforcing any award or judgment granted pursuant thereto.

(h) No Waiver. No delay or omission by either party in exercising any right, remedy, election or option accruing upon the noncompliance or failure of performance by the other party under the provisions of this Agreement shall constitute an impairment or waiver of any such right, remedy, election or option. No alleged waiver shall be valid or effective unless it is set forth in a writing executed by the party against whom the waiver is claimed. A waiver by either party of any of the covenants, conditions or obligations to be performed by the other party shall not be construed as a waiver of any subsequent breach of the same or any other covenants, conditions or obligations.

(i) Amendment. This Agreement may be amended only by a written agreement signed by both Assignor and Assignee, and with the consent of the Successor Agency.

(j) No Joint Venture. Nothing contained herein shall be construed as creating a joint venture, agency, or any other relationship between the parties hereto other than that of assignor and assignee.

(k) Third Party Beneficiaries. Assignor and Assignee acknowledge that the Successor Agency is a third party beneficiary of the terms and conditions of this Agreement to the extent necessary for Successor Agency to enforce the terms and conditions of the DDA. This Agreement shall not be deemed or construed to confer any rights, title or interest, including without limitation any third party beneficiary status or right to enforce any provision of this Agreement, upon any person or entity other than Assignor, Assignee and the Successor Agency.

(l) Time of the Essence. Time is of the essence for each provision of this Agreement for which time is an element.

(m) Authority. Each person executing this Agreement represents and warrants that he or she has the authority to bind his or her respective party to the performance of its obligations hereunder and that all necessary board of directors', shareholders', partners', members', managers', and other approvals have been obtained.

[signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

CATELLUS ALAMEDA DEVELOPMENT, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

ASSIGNEE:

FISC PROPERTIES LLC, a California limited liability company

By: _____

Name: _____

Title: _____

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

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 20__ before me, _____ (here insert name of the officer), Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

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

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 20__ before me, _____ (here insert
name of the officer), _____ Notary Public, _____ personally appeared
_____, who proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

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

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 20__ before me, _____ (here insert
name of the officer), Notary Public, personally appeared
_____, who proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

EXHIBIT A

Legal Description of the Property

That certain real property described in Attachment 2 to that certain Disposition and Development Agreement (Alameda Landing Mixed Use Project), dated as of December 5, 2006, and recorded in the Official Records of Alameda County, California on July 24, 2007, as Series No. 2007275740.



June 30, 2017
BKF Job No.: 20065092-35

EXHIBIT "B"
DESCRIPTION FOR:
PARCEL ONE (PRO FORMA)

All that certain real property situate in the City of Alameda, County of Alameda, State of California, and described as follows:

BEING a portion of Parcel No. 1 described in the deed recorded December 13, 1944, in Book 4652 at Page 168, a portion of the parcel described in the deed recorded December 13, 1944, in Book 4652 at Page 172, a portion of Parcel No. 1 described in the deed recorded December 18, 1944, in Book 4663 at Page 35, and a portion of Parcel 1 described in the deed recorded August 9, 1945, in Book 4757 at Page 138, said parcels being also portions of FISC North as described in the Quitclaim Deed recorded June 2, 2003, as Document Number 2003316321, and a portion of the lands described in the Quitclaim Deed to Catellus Alameda Development, LLC, recorded December 12, 2013, as Document Number 2013096672, Alameda County Official Records, said portions being more particularly described as follows:

BEGINNING at the northwesterly corner of said FISC North;

THENCE easterly along the northerly line of said FISC North the following three (3) courses:

- 1) North 86°38'46" East 402.97 feet;
- 2) South 84°06'14" East 567.60 feet;
- 3) North 87°53'46" East 296.93 feet;

THENCE leaving the last said line South 747.47 feet to the southerly line of said land of Catellus (2013096672);

THENCE westerly along said southerly line the following three (3) courses:

- 1) North 89°46'04" West 958.16 feet;
- 2) along a curve to the left having a radius of 1136.01 feet through a central angle of 03°03'09", an arc distance of 60.52 feet;
- 3) South 87°10'47" West 238.39 feet to the westerly line of said lands of Catellus (2013096672);

June 30, 2017
BKF Job No.: 20065092-35
Parcel One (Pro Forma)

THENCE northerly along said westerly line and the westerly line of said FISC North (2003316321) North 00°30'14" West 780.54 feet to the **POINT OF BEGINNING**.

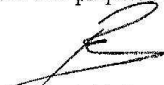
Containing an area of 22.122 acres, more or less

Bearings are based on the California Coordinate System of 1927, Zone III. All distances shown herein are ground distances; multiply ground distances by 0.9999295 to obtain grid distances.

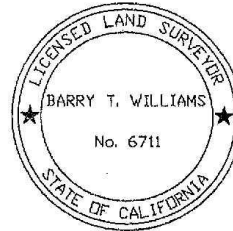
This property description has been prepared by me, or under my direction, in conformance with the requirements of the Land Surveyors' Act and shall not be utilized in any conveyance which violates the Subdivision Map Act of the State of California or local ordinances.

A plat showing the above described property is attached hereto and made a part hereof as Exhibit "B".

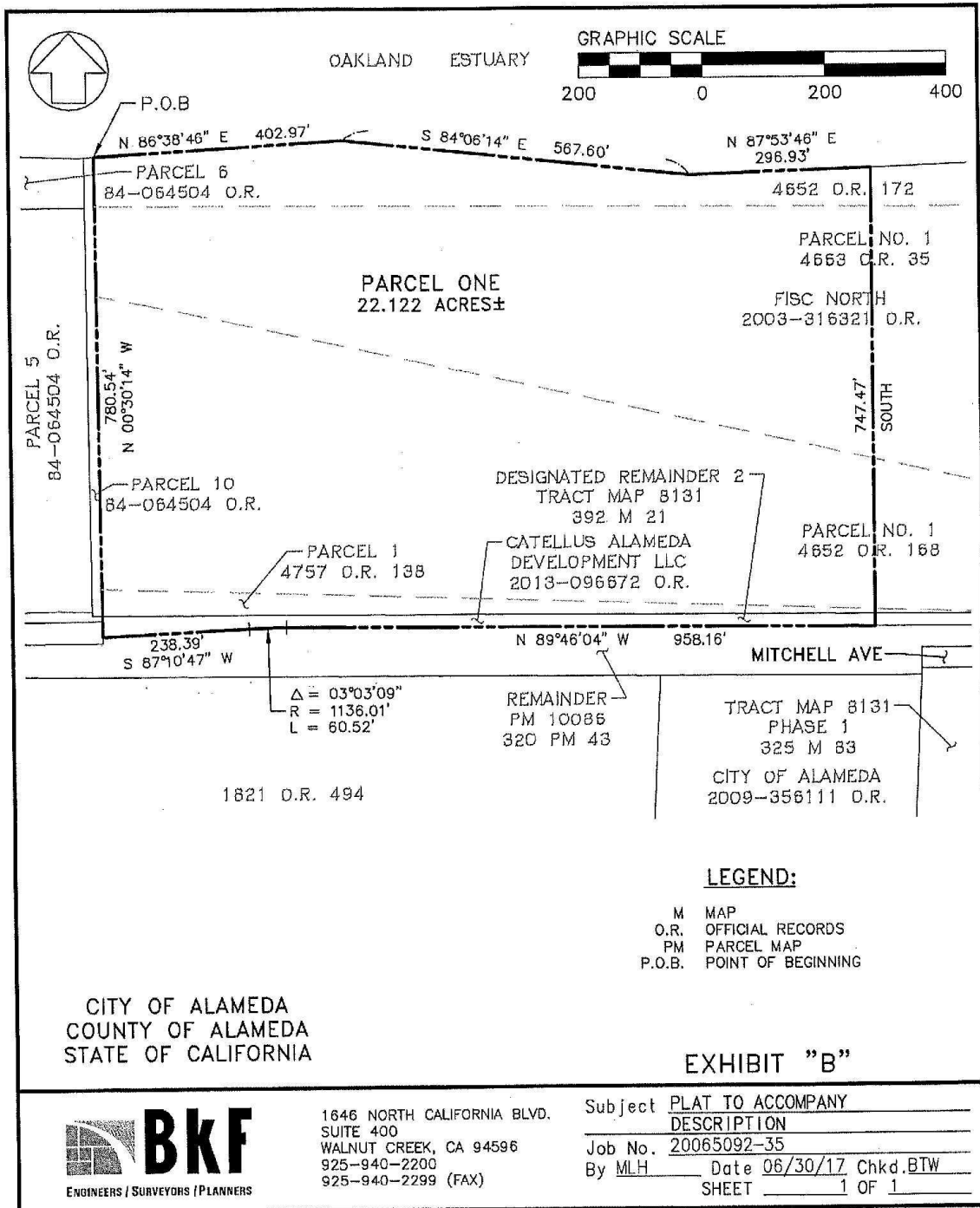
This description was prepared from record information for BKF Engineers.

By: 
Barry T. Williams P.L.S. No. 6711

Dated: 6-30-17



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AL-LLA-PARCEL-ONE-MCK.prn

Alameda Landing

Project: 20065092-35

Fri June 30 11:14:37 2017

Parcel Map Check

Parcel name: PARCEL ONE PRO FORMA (PREVIOUSLY PARCEL 4)

Line	North: 475470.2519	East : 1483819.2504
Course: N 86-38-46 E	Length: 402.97	
North: 475493.8269	East : 1484221.5302	
Line	Course: S 84-06-14 E	Length: 567.60
North: 475435.5202	East : 1484786.1274	
Line	Course: N 87-53-46 E	Length: 296.93
North: 475446.4209	East : 1485082.8573	
Line	Course: S 00-00-00 W	Length: 747.47
North: 474698.9509	East : 1485082.8573	
Line	Course: N 89-46-04 W	Length: 958.16
North: 474702.8344	East : 1484124.7051	
Curve	Length: 60.52	Radius: 1136.01
Delta: 3-03-09	Tangent: 30.27	
Chord: 60.52	Course: S 88-42-22 W	
Course In: S 00-13-56 W	Course Out: N 02-49-13 W	
RP North: 473566.8337	East : 1484120.1009	
End North: 474701.4678	East : 1484064.2055	
Line	Course: S 87-10-47 W	Length: 238.39
North: 474689.7382	East : 1483826.1042	
Line	Course: N 00-30-14 W	Length: 780.54
North: 475470.2480	East : 1483819.2398	

Perimeter: 4052.57 Area: 963,633 sq. ft. 22.122 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0112 Course: S 69-29-39 W
Error North: -0.00394 East : -0.01053
Precision 1: 361,837.50

**CONSENT TO PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT
(DISPOSITION AND DEVELOPMENT AGREEMENT (ALAMEDA LANDING MIXED
USE PROJECT) – WATERFRONT)**

Any terms not otherwise defined in this Consent to Partial Assignment and Assumption Agreement (Disposition and Development Agreement (Alameda Landing Mixed Use Project) – Waterfront) (the “**Consent**”) shall have the meanings ascribed to them in the Agreement to which this Consent is attached. The Successor Agency of the Community Improvement Commission of the City of Alameda (the “**Successor Agency**”) hereby consents and agrees to the terms of the Partial Assignment and Assumption Agreement (Disposition and Development Agreement (Alameda Landing Mixed Use Project) – Waterfront) by and between Catellus Alameda Development, LLC, a Delaware limited liability company (“**Master Developer**”), as Assignor, and FISC Properties LLC (“**FISC Properties**”), as Assignee, to which this Consent is attached.

The Successor Agency further agrees that if Master Developer provides written notice to the Successor Agency that it has subsequently acquired all or any portion of the Assigned Property (the “**Acquired Assigned Property**”) from FISC Properties, that the Successor Agency’s consent to a partial assignment of the DDA related to the Acquired Assigned Property back to the Master Developer, as the original Assignor, shall not require the consent of the Successor Agency, provided that the Master Developer and FISC Properties execute and record a partial assignment substantially in the form of the Agreement to which this Consent is attached and promptly provides a certified conformed copy of the recorded agreement to the Successor Agency. A partial assignment of the DDA related to a subsequent conveyance of the Acquired Assigned Property shall require the consent of the Successor Agency in accordance with Article VIII of the DDA.

Successor Agency of the Community
Improvement Commission of the City of
Alameda

Approved as to form:

By: _____
Jill Keimach
City Manager

By: _____
Janet Kern
General Counsel

Recommended for Approval:

By: _____
Debbie Potter
Community Development Director

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

WITNESS my hand and official seal.

CONSENT - 2