

ATTACHMENT A

MASTER DISSOLUTION AND TRANSFER AGREEMENT

**MASTER DISSOLUTION AND TRANSFER AGREEMENT
(CHABOT SPACE AND SCIENCE CENTER)**

This MASTER DISSOLUTION AND TRANSFER AGREEMENT (“**Master Agreement**”) is entered into as of _____, 2021 (the “**Effective Date**”), the latter of the dates upon which this Master Agreement is approved and executed by the Chabot Space & Science Center Foundation, a California non-profit public benefit corporation (“**Foundation**”), Chabot Space & Science Center Joint Powers Agency, a joint powers agency (“**Chabot JPA**”), City of Oakland, a municipal corporation (“**City**”), Oakland Unified School District, a California public school district organized and existing under the laws of the State of California (“**OUSD**”), East Bay Regional Park District, a California special district (“**EBRPD**”), and Eastbay Astronomical Society, a California non-profit public benefit corporation (“**EAS**”). Foundation, Chabot JPA, City, OUSD, EBRPD and EAS are sometimes referred to herein individually as a “**Party**,” and collectively as the “**Parties**.”

RECITALS

A. Effective April 20, 1883, the City Council of the City of Oakland adopted City Ordinance No. 922, authorizing Anthony Chabot to build and construct an astronomical observatory, and an equatorially mounted telescope of eight inch aperture erected and placed within the observatory, on Lafayette Square within the City and known as the “**Oakland Observatory**”, provided that title to the telescope and observatory shall absolutely vest in the Board of Education of the City of Oakland, in trust for the City, for the use, benefit and enjoyment of the Public School Department and the public, free and without charge or expense (the “**Telescope & Observatory Trust**”).

B. In 1888, following the death of Anthony Chabot, the Oakland Observatory was renamed the “**Chabot Observatory**”.

C. In 1915, due to increasing light pollution and urban congestion, the Oakland Observatory was moved to property owned by the City at 4919 Mountain Boulevard, Oakland (the “**Mtn. Blvd. Property**”). In the mid-1960s, the Oakland Observatory was expanded considerably. In March 1965, the Chabot Observatory was renamed as the “**Chabot Science Center**”, and was staffed mainly by OUSD personnel and volunteers, including officers and volunteers of EAS.

D. In 1975, the Superintendent of School recommended to the OUSD Board the commencement of a study to relocate the observatory. In 1977, seismic safety concerns terminated public school students’ access to the original observatory facility at the Chabot Science Center, but remained open to the general public; school activities were continued on the remaining portions of the Mtn. Blvd. Property.

E. In January 1980, the OUSD Board passed Resolution No. 28822, authorizing EAS to begin accepting donations for the relocation of the Chabot Science Center.

F. Recognizing the need to support the pursuit and practice of quality science education, the Chabot JPA was formed by the City, OUSD and EBRPD, in collaboration with EAS, pursuant to that certain Joint Powers Agreement To Create The Chabot Observatory & Science Center, dated May 26, 1989 (“**JPA Agreement**”). The JPA Agreement was amended several times, the last of which was on January 1, 2003, and the document was retitled the Joint Powers Agreement To Create The Chabot Space & Science Center.

G. Not long after the Chabot JPA was formed, it formed the Foundation, as reflected in the Articles of Incorporation of The Chabot Observatory & Science Center Foundation, dated December 7, 1990, filed December 10, 1990, in the Office of the Secretary of State of the State of California (“**Secretary of State**”), Document No. 1516484, as amended by Certificate of Amendment Of Articles of Incorporation of The Chabot Observatory & Science Center Foundation, dated January 20, 2000, filed March 9, 2000, with the Secretary of State, Document No. A0543303 (“**Foundation Articles**”), which amendment included changing the name to “**Chabot Space and Science Center**”. The rules governing the manner in which the Foundation operates are as set forth in the Bylaws of The Chabot Space & Science Center Foundation, as last amended on May 28, 2015 (“**Foundation Bylaws**”).

H. Among other matters, the Foundation undertook fundraising activities to help fund the operations and activities of the Chabot JPA. Accordingly, to facilitate the Foundation’s activities, the Chabot JPA and Foundation eventually entered into an Operating Agreement, dated May 19, 2004, regarding the Foundation’s use of Center Facilities, defined below, and services of Chabot JPA personnel (“**JPA/Foundation Operating Agreement**”).

I. In order to facilitate the construction of a new 88,000-square-foot, state-of-the-art science and technology education facility (the “**Center Facilities**”) at its new home at 10000 Skyline Boulevard, within Joaquin Miller Park in the hills of Oakland (“**Center Property**”), the Chabot JPA and City entered into that certain Ground Lease Agreement, dated February 25, 1994, as amended pursuant to that certain First Amendment to Ground Lease and Subordination of Assumption Options, dated July 1, 1999, related to Center Property, as evidenced by that certain Memorandum of Ground Lease Agreement recorded on August 31, 1999, in the Official Records of the Alameda County Recorder (the “**Official Records**”) as Instrument No. 99332994 (collectively, the “**City-JPA Ground Lease**”). Further, to facilitate vehicular and emergency access to the Center Facilities, the Chabot JPA and City entered into a Grant of License, dated April 4, 2000, related to vehicle and emergency access from Skyline Boulevard to North Parking Lot of the Center Property (“**Access License Agreement**”), which expires upon termination of the City-JPA Ground Lease.

J. Anticipating the opening of the new Center Facilities to the public, occurring on August 19, 2000, the Chabot JPA changed its name to the “**Chabot Space & Science Center Joint Powers Agency**”.

K. It is currently understood that there is an eight inch (8”) telescope, twenty inch (20”) telescope, and a transit telescope located at the Center and vested in OUSD (collectively, the “**Trust Telescopes**”), which are subject to the Telescope & Observatory Trust. Further, there

is a thirty-six inch (36”) telescope and a variety of portable telescopes owned by the Chabot JPA (collectively, the “**Center Telescopes**”).

L. To better serve visitors to the Center Facilities, on April 20, 1999, pursuant to Resolution No. 1999-4-97, the EBRPD approved the principles of agreement regarding the lease of portions of two separate parcels of real property owned by EBRPD and located immediately adjacent to the Center Property (“**Garage Property**”), to Chabot JPA for the construction of a multi-level public parking structure serving visitors to the Center Facilities and adjacent EBRPD recreational facilities (“**Center Garage**”)(the “**Garage Lease Principles**”). However, EBRPD and Chabot JPA did not subsequently draft and execute a lease in accordance with the Garage Lease Principles. In addition, an access easement was not granted by the City to EBRPD for access to and from the Center Garage and Skyline Boulevard.

M. In connection with the construction of the Center Facilities, the Chabot JPA experienced cost overruns and a shortage of construction funding. Accordingly, as provided by that certain Loan Agreement dated July 1, 1999, by and between Chabot JPA and OUSD (the “**Loan Agreement**”), OUSD extended funds to Chabot JPA (the “**OUSD Loan**”) to complete the construction of the Center Facilities; concurrent with the execution of the Loan Agreement, a security interest was granted by Chabot JPA to OUSD in the City-JPA Ground Lease pursuant to a Leasehold Construction Deed of Trust (“**OUSD Deed of Trust**”), with the consent of City, to secure repayment of the OUSD Loan.

N. Thereafter, Chabot JPA experienced difficulty repaying the OUSD Loan and OUSD and Chabot JPA, with the consent of City, restructured the repayment terms and OUSD’s security for repayment of the OUSD Loan. Accordingly, OUSD’s security interest in the City-JPA Ground Lease, as reflected by the OUSD Deed of Trust, was released and reconveyed in accordance with that certain Agreement Regarding Termination of Security Interests, dated November 9, 2010, by and between Chabot JPA and OUSD (“**Termination of Security Interests**”), and replaced as set forth in that certain Chabot JPA Lease Agreement, dated November 9, 2010, by and between Chabot JPA and OUSD, as evidenced by that certain Memorandum of Lease recorded on December 29, 2010 in the Official Records as Instrument No. 2010390631 (collectively, “**Facility Lease Agreement**”), and that certain Site Lease, dated November 9, 2010, by and between Chabot JPA and OUSD, as evidenced by that certain Memorandum of Lease recorded on December 29, 2010 in the Official Records as Instrument No. 2010390630 (collectively, “**Site Lease**”). Additionally, to facilitate the aforementioned transaction, the Chabot JPA, City and OUSD entered into that certain Agreement Regarding Conditional Assignment, dated November 9, 2010 (“**Conditional Assignment**”).

O. Some years later, Chabot JPA again experienced difficulty making lease payments to OUSD pursuant to the terms of the Facility Lease Agreement, and as a result Chabot JPA and OUSD entered into that certain Forbearance Agreement on September 1, 2014, as amended on June 29, 2016, October 13, 2016 and December 13, 2017 (collectively, the “**Forbearance Agreement**”), to provide the signatories thereto time to negotiate the means by which the outstanding balance of the OUSD Loan could be satisfied and the security therefor, as evidenced by the Site Lease Agreement and Facility Lease Agreement, released as an encumbrance on the City-JPA Ground Lease. The Facility Lease Agreement, the Site Lease,

Conditional Assignment, and Forbearance Agreement are sometimes referred to herein collectively, as the “**Lease-Leaseback Agreements**”.

P. As a result of the aforementioned negotiations, the Parties hereto have agreed to the resolution and satisfaction of the OUSD Loan through implementation of all of the following matters, collectively referred to herein as the “**Dissolution and Transfer Program**”, and as more particularly set forth and described in this Master Agreement:

(i) The Parties will take all necessary steps to dissolve the Chabot JPA and terminate the JPA Agreement and City-JPA Ground Lease and any associated agreements;

(ii) The OUSD Loan shall be satisfied and the security therefor, as evidenced by the Lease-Leaseback Agreements, terminated and released as encumbrances on the City-JPA Ground Lease and Center Property, in exchange for a new lease of the Mtn. Blvd. Property pursuant to terms negotiated between the City and OUSD;

(iii) The Parties will take all necessary steps to appropriately assign the assets, including the Center Telescopes, and liabilities of the Chabot JPA, excluding the OUSD Loan, to the Foundation;

(iv) The Foundation and City will execute a new lease of the Center Property, inclusive of the Center Facilities, pursuant to terms negotiated between them, and a new license agreement for emergency access, and a grant agreement relating to programs provided by the Foundation at the Center;

(v) OUSD will license the Trust Telescopes to the Foundation for use at the Center Facilities in accordance with Telescope & Observatory Trust;

(vi) The Foundation and EBRPD will execute a lease for the Center Garage on the Garage Property pursuant to terms negotiated between them, and consistent with the Garage Lease Principles;

(vii) The City will grant to EBRPD an easement for public recreational and vehicular rights of access and emergency vehicle and maintenance access for ingress and egress along and across the existing driveway on the Property from the Center Garage to Skyline Boulevard;

(viii) The Foundation and EBRPD will execute an agreement governing the provision of certain services by EBRPD similar to those enumerated in Exhibit A to the JPA Agreement; and

(ix) The Foundation and EAS will execute an agreement governing the continuation of the cooperative relationship and provision of mutually beneficial services, similar to those enumerated in Exhibit A-1 of the Joint Powers Agreement and set forth in that certain

Memorandum of Understanding dated March 29, 2002, between EAS and Chabot JPA (“**EAS-Chabot JPA MOU**”).

Q. The Parties now desire to enter into this Master Agreement to address the Parties’ respective obligations with regard to the Dissolution and Transfer Program, all as set forth in this Master Agreement and the Attachments hereto.

A G R E E M E N T

NOW, THEREFORE, for good and valuable consideration, the Parties hereby agree as follows:

1. Incorporation of Recitals and Attachments. The Recitals set forth above are true and correct and, along with the following Attachments, are incorporated herein among the operative provisions of this Master Agreement by reference.

Attachment A – Resolution of Intent

Attachment B – Resolution of Dissolution

Attachment C – Termination of JPA Agreement

Attachment D – Termination of Ground Lease and Quitclaim

Attachment E - Termination and Quitclaim Deed

Attachment F – City-OUSD Mtn. Blvd Lease

Attachment G – Transfer Agreement

Attachment H – City-Foundation Term Sheet

Attachment I – Trust Telescopes License

Attachment J - EBRPD-Foundation Garage Lease Term Sheet

Attachment K – Garage Access Easement

Attachment L - EBRPD Cooperation Agreement

Attachment M - EAS Cooperation Agreement

Attachment N - Joint Escrow Instructions

Attachment O - Business Addresses for Notice

2. Definitions. As used in this Master Agreement, the following capitalized terms shall be defined as follows:

“**Access License Agreement**” is defined in Recital I.

“**Agency Directors**” is defined in Section 3.a.

“**Amended Foundation Articles**” is defined in Section 4.

“**Amended Foundation Bylaws**” is defined in Section 4.

“**Center Facilities**” is defined in Recital I.

“**Center Garage**” is defined in Recital L.

“**Center Property**” is defined in Recital I.

“**Center Telescopes**” is defined in Recital K.

“**Chabot JPA**” means the Chabot Space & Science Center Joint Powers Agency, a joint powers agency.

“**Chabot Observatory**” is defined in Recital B.

“**Chabot Science Center**” is defined in Recital C.

“**Chabot Space and Science Center**” is defined in Recital G.

“**Closing**” is defined in Section 13.

“**City**” means the City of Oakland, a municipal corporation.

“**City-Foundation Access License**” is defined in Section 8.

“**City-Foundation Grant Agreement**” is defined in Section 8.

“**City-Foundation Lease**” is defined in Section 8.

“**City-Foundation Term Sheet**” is defined in Section 8 and enclosed as Attachment H.

“**City-JPA Ground Lease**” is defined in Recital I.

“**City-OUSD Mtn. Blvd. Lease**” is defined in Section 6 and enclosed as Attachment F.

“**Conditional Assignment**” is defined in Recital N.

“**Default**” is defined in Section 15.a.

“**Dissolution and Transfer Program**” is defined in Recital P.

“**EAS**” means the Eastbay Astronomical Society, a California non-profit public benefit corporation.

“**EAS-Chabot JPA MOU**” is defined in Recital P (ix).

“**EAS Cooperation Agreement**” is defined in Section 12 and enclosed as Attachment M.

“**EBRPD**” means the East Bay Regional Park District, a California special district.

“**EBRPD Cooperation Agreement**” is defined in Section 11 and enclosed as Attachment L.

“**EBRPD-Foundation Garage Lease Term Sheet**” is defined in Section 10 and enclosed as Attachment J.

“**EBRPD-Foundation Garage Lease**” is defined in Section 10.

“**Effective Date**” means the date upon which this Master Agreement is approved and executed by all Parties.

“**Escrow**” is defined in Section 13.

“**Escrow Agent**” means Old Republic Title Company, 555 12th Street, Suite 2000, Oakland, California 94607, Attention: Jennifer Senhaji.

“**Facility Lease Agreement**” is defined in Recital N.

“**Foundation**” means the Chabot Space & Science Center Foundation, a California non-profit public benefit corporation.

“**Foundation Articles**” is defined in Recital G.

“**Foundation Bylaws**” is defined in Recital G.

“**Forbearance Agreement**” is defined in Recital O.

“**Garage Access Easement**” is defined in Section 10 and enclosed as Attachment K.

“**Garage Lease Principles**” is defined in Recital L.

“**Garage Property**” is defined in Recital L.

“**Joint Escrow Instructions**” is defined in Section 13 and enclosed as Attachment N.

“**JPA Agreement**” is defined in Recital F.

“**JPA Board**” is defined in Section 3.a.

“**JPA Dissolution Date**” is defined in Section 3.b.

“**JPA/Foundation Operating Agreement**” is defined in Recital H.

“**Lease-Leaseback Agreements**” is defined in Recital O.

“**Loan Agreement**” is defined in Recital M.

“**Master Agreement**” means this Master Dissolution and Transfer Agreement.

“**Master Dissolution Agreements**” shall mean all of the Attachments listed in Section 1 above, excluding Attachments H, J and O, resolutions of Chabot JPA and Foundation approving Amended Foundation Articles and Amended Foundation Bylaws, a copy of the file endorsed Amended Foundation Articles with the Secretary of State, a copy of the Amended Foundation Bylaws, City-Foundation Access License, City-Foundation Lease, City-Foundation Grant Agreement, EBRPD-Foundation Garage Lease, and Garage Access Easement.

“**Mtn. Blvd. Property**” is defined in Recital C.

“**Oakland Observatory**” is defined in Recital A.

“**Official Records**” is defined in Recital I.

“**OUSD**” means the Oakland Unified School District, a California public school district.

“**OUSD Deed of Trust**” is defined in Recital M.

“**OUSD Loan**” is defined in Recital M.

“**Parties**” means the Chabot JPA, City, EAS, EBRPD, Foundation and OUSD, collectively.

“**Party**” means the Chabot JPA, City, EAS, EBRPD, Foundation and OUSD, individually.

“**Resolution of Dissolution**” is defined in Section 3.b. and enclosed as Attachment B.

“**Resolution of Intent**” is defined in Section 3.b. and enclosed as Attachment A.

“**Secretary of State**” is defined in Recital G.

“**Site Lease**” is defined in Recital N.

“**Telescope & Observatory Trust**” is defined in Recital A.

“**Termination and Quitclaim Deed**” is defined in Section 5 and enclosed as Attachment E.

“**Termination of Ground Lease and Quitclaim**” is defined in Section 3.d.ii. and enclosed as Attachment D.

“**Termination of JPA Agreement**” is defined in Section 3.d.i. and enclosed as Attachment C.

“**Termination of Security Interests**” is defined in Recital N.

“**Transfer Agreement**” is defined in Section 7 and enclosed as Attachment G.

“**Trust Telescopes**” is defined in Recital K.

“**Trust Telescopes License**” is defined in Section 9 and enclosed as Attachment I.

3. Dissolution of Chabot JPA; Termination of JPA Agreement and City-JPA Ground Lease.

Chabot JPA, City, OUSD, EBRPD and EAS hereby agree to cause the dissolution of the Chabot JPA in accordance with Section 3.02 (a) of the JPA Agreement, and termination of the JPA Agreement and City-JPA Ground Lease in accordance with Section 3.07 of the JPA Agreement as follows:

- a. Appointment of Vacant JPA Board Seats. On or prior to the Effective Date of this Master Agreement, the City, OUSD and EBRPD shall take all steps necessary to fill all vacant seats held by each on the Board of Directors (“**Agency Directors**”) of the Chabot JPA (“**JPA Board**”), or as many seats as needed to effectuate dissolution of Chabot JPA.
- b. Dissolution of Chabot JPA. Within thirty (30) calendar days following the Effective Date of this Master Agreement, Chabot JPA shall schedule, call and hold a meeting of the JPA Board to adopt a resolution of intent to dissolve the Chabot JPA (“**Resolution of Intent**”), substantially in the form attached hereto as Attachment A. The Resolution of Intent shall set forth a date, no sooner than ninety (90) calendar days and no later than one hundred eighty (180) calendar days from the date of adoption of the Resolution of Intent, for the JPA Board to hold a meeting to adopt a resolution to dissolve the Chabot JPA (“**Resolution of Dissolution**”), substantially in the form attached hereto as Attachment B. The Chabot JPA shall be dissolved ninety (90) calendar days after the date of adoption of the Resolution of Dissolution (“**JPA Dissolution Date**”) by a two-thirds (2/3) vote of the JPA Board, including five (5) of the Agency Directors.
- c. Waiver of Option Rights. City, OUSD, EBRPD and EAS hereby covenant, warrant, acknowledge, agree and affirm that upon the JPA Dissolution Date, each shall be deemed to have waived, released, discharged and terminated any and all rights to its Round One Option and Round Two Option to assume the City-JPA Ground Lease, as set forth in Section 3.04 and 3.05 of the JPA Agreement, respectively.

- d. Termination of JPA Agreement and City-JPA Ground Lease. City, OUSD, EBRPD and EAS hereby covenant, warrant, acknowledge, agree and affirm that upon the JPA Dissolution Date, and the effectiveness of the Waiver of Option Rights provided in Section 3.c. above, the JPA Agreement and City-JPA Ground Lease are hereby terminated in accordance with Section 3.07 of the JPA Agreement and, other than as set forth in 3.d.i. and 3.d.ii. below, no further document or agreement is required to effect the termination of the JPA Agreement and City-JPA Ground Lease. Additionally, upon termination of the City-JPA Ground Lease, the Access License Agreement also terminates.
- i. After adoption of the Resolution of Dissolution, the City, OUSD, EBRPD, and EAS shall execute and acknowledge the Agreement Terminating Joint Powers Agreement To Create The Chabot Space & Science Center (“**Termination of JPA Agreement**”), substantially in the form attached hereto as Attachment C, and thereafter deliver the Termination of JPA Agreement to the Foundation. The Foundation shall file the Termination of JPA Agreement with the Secretary of State and State Controller on or after the JPA Dissolution Date. Thereafter, the Foundation shall deliver a file endorsed copy of the Termination of JPA Agreement into Escrow in accordance with the Joint Escrow Instructions.
- ii. After adoption of the Resolution of Dissolution, Chabot JPA, City, OUSD, EBRPD and EAS shall execute and acknowledge the Termination Of Ground Lease And Quitclaim And Release Of Memorandum Of Lease (“**Termination of Ground Lease and Quitclaim**”), substantially in the form attached hereto as Attachment D, and thereafter deliver the Termination of Ground Lease and Quitclaim into Escrow in accordance with the Joint Escrow Instructions, to be recorded in the Official Records, on or after the JPA Dissolution Date.

4. Amended Foundation Articles of Incorporation and Bylaws. After the adoption of the Resolution of Intent and prior to, or concurrently with, the adoption of the Resolution of Dissolution, the Chabot JPA and Foundation shall approve Amended and Restated Foundation Articles of Incorporation (“**Amended Foundation Articles**”), and Amended and Restated Foundation Bylaws (“**Amended Foundation Bylaws**”), in a form agreed to between the Chabot JPA and Foundation, to be effective as of the JPA Dissolution Date. The Foundation shall file the Amended Foundation Articles with the Secretary of State on or after the JPA Dissolution Date. Thereafter, the Foundation shall deliver a file endorsed copy of the Amended Foundation Articles, and copies of the Amended Foundation Bylaws and all authorizing resolutions into Escrow in accordance with the Joint Escrow Instructions.

5. Satisfaction and Release of OUSD Loan. After the adoption of the Resolution of Dissolution and prior to the JPA Dissolution Date, the Chabot JPA, City, and OUSD shall execute and acknowledge the Termination of Lease-Leaseback Agreements and Quitclaim and Release of Memoranda of Leases (Chabot Space and Science Center) (“**Termination and**

Quitclaim Deed”), substantially in the form attached hereto as **Attachment E**, and thereafter deliver the Termination and Quitclaim Deed into Escrow in accordance with the Joint Escrow Instructions, to be recorded in the Official Records, on or after the JPA Dissolution Date.

6. City-OUSD Mtn. Blvd. Lease. After the adoption of the Resolution of Dissolution and prior to the JPA Dissolution Date, the City and OUSD shall execute a site lease for the Mtn. Blvd. Property (the “**City-OUSD Mtn. Blvd. Lease**”), substantially in the form attached hereto as **Attachment F**, and thereafter deliver the City-OUSD Mtn. Blvd. Lease into Escrow in accordance with the Joint Escrow Instructions, to be recorded in the Official Records, on or after the JPA Dissolution Date. Upon the execution of the Termination and Quitclaim Deed, and in exchange for the City-OUSD Mtn. Blvd. Lease, the OUSD Loan shall be fully discharged.

7. Assignment of Program Assets and Liabilities to Foundation. After the adoption of the Resolution of Dissolution and prior to the JPA Dissolution Date, the Foundation, Chabot JPA, City, OUSD, EBRPD and EAS shall execute the Program Transfer Agreement (“**Transfer Agreement**”), substantially in the form attached hereto as **Attachment G**, and thereafter deliver the Transfer Agreement into Escrow in accordance with the Joint Escrow Instructions.

As more particularly described in the Transfer Agreement, subject to “reasonable provision” for payables of Chabot JPA as provided by Section 3.03 (b) and (c) of the JPA Agreement, Chabot JPA shall assign all personal property and cash, including the Center Telescopes and Chabot Trademarks listed in Exhibit A to JPA/Foundation Operating Agreement, to Foundation. The City, OUSD, EBRPD and EAS shall waive all rights to and/or join with the Chabot JPA in the assignment of personal property and cash to Foundation. Excluding the OUSD Loan to be satisfied in accordance with Sections 5 and 6 above, the Foundation will assume all debts of Chabot JPA. The Transfer Agreement shall affirm the obligation of Chabot JPA to amend the Foundation Articles and Foundation Bylaws, as provided for in Section 3 above. The Transfer Agreement shall provide for the termination of the JPA/Foundation Operating Agreement. Further, the Program Transfer Agreement shall (i) affirm the Grant Through Irrevocable Dedication provided by EAS to the Chabot JPA pursuant to Exhibit A-1 of the JPA Agreement is the property of the Chabot JPA and therefore will be transferred to the Foundation, and (ii) confirm the Long Loan For Life Of Chabot Space & Science Center, provided by EAS to Chabot JPA pursuant to Exhibit A-1 of the JPA Agreement, shall continue for the benefit of the Foundation.

8. City-Foundation Lease, License and Grant. After the adoption of the Resolution of Dissolution and prior to the JPA Dissolution Date, the City and Foundation shall execute a lease pertaining to the Center Facilities on the Center Property (the “**City-Foundation Lease**”), a license for emergency access from the north parking lot to Skyline Boulevard (the “**City-Foundation Access License**”), and a grant agreement relating to programs provided by the Foundation at the Center Facilities (the “**City-Foundation Grant Agreement**”), substantially in conformance with the terms of the City-Foundation Term Sheet (Chabot Space & Science Center) (“**City-Foundation Term Sheet**”), attached hereto as **Attachment H**, and thereafter deliver the City-Foundation Lease or a Memorandum of City-Foundation Lease, City-Foundation License and City-Foundation Grant Agreement into Escrow in accordance with the

Joint Escrow Instructions, to be recorded in the Official Records, as applicable, on or after the JPA Dissolution Date.

9. Trust Telescopes License. After the adoption of the Resolution of Dissolution and prior to the JPA Dissolution Date, the Foundation and OUSD shall execute the Trust Telescopes License Agreement (“**Trust Telescopes License**”), substantially in the form attached hereto as **Attachment I**, and thereafter deliver the Trust Telescopes License into Escrow in accordance with the Joint Escrow Instructions.

10. EBRPD-Foundation Garage Lease; Garage Access Easement. After the adoption of the Resolution of Dissolution and prior to the JPA Dissolution Date, the Foundation and EBRPD shall execute a lease pertaining to the operation and maintenance of the Center Garage on the Garage Property (the “**EBRPD-Foundation Garage Lease**”), substantially in conformance with the Garage Lease Principles as reflected in the terms of the EBRPD-Foundation Garage Property Lease Term Sheet (“**EBRPD-Foundation Garage Lease Term Sheet**”), attached hereto as **Attachment J**, and thereafter deliver the EBRPD-Foundation Garage Lease or a Memorandum of EBRPD-Foundation Lease, into Escrow in accordance with the Joint Escrow Instructions, to be recorded in the Official Records on or after the JPA Dissolution Date. Further, after the adoption of the Resolution of Dissolution and prior to the JPA Dissolution Date, the City shall grant EBRPD an easement for public recreational and vehicular access and emergency vehicle and maintenance access for ingress and egress along and across the existing driveway on the Property from the Center Garage to Skyline Boulevard (“**Garage Access Easement**”), substantially in the form attached hereto as **Attachment K**, and thereafter deliver the Garage Access Easement into Escrow in accordance with the Joint Escrow Instructions, to be recorded in the Official Records on or after the JPA Dissolution Date.

11. EBRPD-Foundation Cooperation Agreement. After the adoption of the Resolution of Dissolution and prior to the JPA Dissolution Date, the Foundation and EBRPD shall execute the Foundation-EBRPD Chabot Space & Science Center Services Cooperation Agreement (“**EBRPD Cooperation Agreement**”), substantially in the form attached hereto as **Attachment L**, and thereafter deliver the EBRPD Cooperation Agreement into Escrow in accordance with the Joint Escrow Instructions.

12. EAS-Foundation Cooperation Agreement. After the adoption of the Resolution of Dissolution and prior to the JPA Dissolution Date, the Foundation and EAS shall execute the Foundation-Eastbay Astronomical Society Cooperative Service Agreement (the “**EAS Cooperation Agreement**”), substantially in the form attached hereto as **Attachment M**, for the continuation of the cooperative relationship and provision of mutually beneficial services, similar to those enumerated in Exhibit A-1 of the Joint Powers Agreement and the EAS-Chabot JPA MOU, and thereafter deliver the EAS Cooperation Agreement into Escrow in accordance with the Joint Escrow Instructions.

13. Escrow; Joint Escrow Instructions. Within five (5) calendar days following the Effective Date of this Master Agreement, the Parties shall each deliver an executed copy of this Master Agreement to Old Republic Title Company, 555 12th Street, Suite 2000, Oakland, CA 94607,

Attention: Jennifer Senhaji (“**Escrow Agent**”), and open an escrow to implement the Dissolution and Transfer Program (“**Escrow**”). Within forty five (45) calendar days after the adoption of the Resolution of Dissolution, the Parties shall execute and deliver joint escrow instructions to Escrow Agent (the “**Joint Escrow Instructions**”), substantially in the form attached hereto as **Attachment N**, which shall substantially conform with the provisions of this Master Agreement. The Joint Escrow Instructions shall provide for the delivery of the Master Dissolution Agreements into Escrow, recording of the Master Dissolution Agreements in the Official Records, as appropriate, and closing of the Dissolution and Transfer Program within thirty (30) calendar days after the JPA Dissolution Date (“**Closing**”), or as may otherwise be agreed and instructed by the Parties.

14. Future Assurances and Cooperation. The City, OUSD, EBRPD and EAS hereby covenant and agree to cooperate with the Foundation in the preparation, execution, filing and recording of all documents or notices necessary to appropriately terminate and/or assign any agreement between the Chabot JPA and any of the Parties or third party which was unknown or unaddressed by this Master Agreement, pre-dates the JPA Dissolution Date, and effects the Center Facilities, Center Property, Center Garage, Garage Property, Telescopes, or Chabot Trademark.

15. Default and Remedies.

- a. Events of Default. Failure by any Party to perform any action or covenant required by the Master Agreement, within the time periods provided herein following notice and expiration of the applicable cure period described below, shall constitute a “**default**” under the Master Agreement. A Party claiming a default shall give written notice of default to the other Party specifying the default complained of, and shall provide a written copy to all other Parties. Except as otherwise expressly provided in the Master Agreement, the other Party shall not be in default if (a) in the case of a monetary default, the defaulting Party cures the default within ten (10) days following receipt of the notice of default, or (b) in the case of a non-monetary default, the defaulting Party fully cures, corrects or remedies the default within thirty (30) days following receipt of such notice of default.
- b. Non-Binding Mediation. If the Parties are unable to resolve any dispute arising in connection with the Master Agreement, the Parties agree to submit such dispute to a mutually acceptable professional mediator and to negotiate in good faith toward reaching a resolution of the dispute prior to taking legal action pursuant to Section 15.c. below. Each Party shall pay an equal share of the mediator’s fees and expenses. Each Party shall be responsible for any other fees or costs such Party incurs in connection with participation in the mediation. The time between a Party’s written request for mediation and the mediation itself, not to exceed ninety (90) days, shall toll the running of any applicable period of limitations for filing a claim or action.

- c. Remedies. If any Party is in default under the Master Agreement following notice and expiration of applicable cure periods, the non-defaulting Party, following completion of the non-binding mediation conducted in accordance with Section 15.b. above, shall be entitled to pursue all remedies provided herein or available at law or in equity. Any legal actions under the Master Agreement shall be instituted in the Superior Court of Alameda County, State of California. Any failure or delay by any Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive such Party of its rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. The rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other Party. Notwithstanding any other provision hereof to the contrary, no Party shall be entitled to recovery of, and each Party hereby waives the right to pursue, any consequential, special or punitive damages in the event of a default by any Party.

16. Miscellaneous.

- a. Notices. Any notice required or authorized under this Master Agreement shall be effective if, and only if, in writing and if, and only if, sent in the U.S mail, postage prepaid, by registered or certified mail or sent via overnight courier, to the Party in question at the then current primary business of such Party. Notices shall be effective three (3) business days after mailing if only sent by registered or certified mail; or one (1) business day after receipt if sent via overnight courier.

The current primary business addresses of the Parties are shown in **Attachment Q**, which any Party may change by notice to all Parties via U.S mail, postage prepaid, by registered or certified mail or via overnight courier. Email addresses included within **Attachment O** are for the convenience of the Parties only; any formal notice required or authorized under this Master Agreement shall not be sent via email.

- b. Counterparts; Electronic Signatures. This Master Agreement may be executed in any number of counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Unless otherwise prohibited by law, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature.

- c. Entire Agreement: Governing Language. This Master Agreement constitutes the entire agreement by and between the Parties with respect to the subject matters hereof, and supersedes all prior understandings and agreements relating thereto. This Master Agreement comprises the complete and final expression of the rights, obligations, duties, and undertakings of the Parties and sets forth all consideration, covenants, understandings and inducements pertaining thereto.
- d. No Assignment. No Party may assign its rights or obligations under any of the Master Dissolution Agreements without the express written consent of the other Parties, as applicable, which may be granted or denied in their sole discretion.
- e. Conflicting Provisions. In the event any provisions of any one of the Attachments to the Master Agreement conflict in any way with the provisions of the Master Agreement, the provisions of the Attachment to the Master Agreement shall control.
- f. No Third Party Beneficiaries. It is the intention of the Parties that under no circumstances are any rights created for persons or entities who are not parties to the Master Dissolution Agreements and the Parties owe no duty to any persons or entities not parties to the Master Dissolution Agreements under a third party beneficiary theory or under any other theory of law.
- g. Attorneys' Fees. If any Party commences any legal action against another Party arising out of the Master Dissolution Agreements or the performance thereof, each Party in such action shall be responsible for its own litigation expenses, including but not limited to court costs, expert witness fees, discovery expenses and attorneys' fees.
- h. No Joint Venture. It is expressly understood and agreed that no Party shall become as a result of the Master Dissolution Agreements a partner of the other or a joint venturer with any other Party in the conduct of such Party's business or otherwise. The Master Dissolution Agreements are not intended, and shall not be construed, to create the relationship of principal and agent, partnership, joint venture, or association as between any of the Parties.
- i. Successors and Assigns. Subject to the restrictions on assignment set forth in subsection 16.d. above, all of the terms, covenants and conditions of the Master Dissolution Agreements shall be binding upon the Parties and their respective permitted successors and assigns.
- j. Governing Law, Exclusive Jurisdiction. This Master Agreement, and all the rights and duties of the Parties arising from or relating in any way to the subject matter of this Master Agreement or the transaction(s) contemplated by it, shall be governed by, construed and enforced in accordance with the law of the State of California (excluding any conflict of law provisions that would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding relating to

this Master Agreement, including arbitration, administrative, settlement and mediation proceedings, shall be brought only in Alameda County, California. EACH OF THE PARTIES CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, LOCATED IN OR HAVING JURISDICTION OVER ALAMEDA COUNTY, CALIFORNIA.

- k. Time of the Essence. Time is of the essence of this Master Agreement. Failure to comply with any time requirement of this Master Agreement shall constitute a material breach of this Master Agreement.
- l. Severability. Should any part of this Master Agreement be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall affect the validity of the remainder of this Master Agreement, which may only continue in effect with the written consent and agreement of all Parties to this Master Agreement.
- m. Ambiguities. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Master Agreement.
- n. No Member Liability. No member, official or employee of any Party shall be personally liable to other in the event of any default or breach by a defaulting Party or for any amount to which the non-defaulting Parties may become due under the terms of the Master Dissolution Agreements.
- o. Authorized Representatives. Except as otherwise expressly provided in the Master Dissolution Agreements, whenever under the provisions of any of the Master Dissolution Agreements the approval of a Party is required, or the Party is required to take some action at the request of another Party, such approval or request shall be given for the Foundation by the Executive Director or his or her designee, for the Chabot JPA by the Executive Director or his or her designee, for the City by the City Administrator or his or her designee, for OUSD by the Superintendent or his or her designee, for EBRPD by the General Manager or his or her designee, and for EAS by the Executive Director or his or her designee, and any Party hereto shall be authorized to rely upon such approval or request.
- p. Other Representations, Warranties and Covenants. Each Party hereto represents, warrants and covenants to all of the other Parties as of the Effective Date and through the Closing that the following is true and correct:
 - i. It is in good standing under the laws of the State of California and is authorized to carry on and do business in the State of California as such business is now conducted and to perform its obligations under this Master Agreement;

- ii. It has the full right, power and lawful authority to enter into this Master Agreement and its execution and delivery of this Master Agreement by it or on its behalf has been fully authorized by all requisite actions;
- iii. The execution, delivery and performance of its obligations under this Master Agreement will not violate any laws, regulations, or rules nor to its knowledge, constitute a breach or default under any contract, agreement, or instrument to which it is a party, or any judicial or regulatory decree or order to which it is a party or by which it is bound;
- iv. It has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, been adjudicated insolvent or bankrupt, petitioned a court for the appointment of any receiver of or trustee for it or any substantial part of its property subject to the terms of this Master Agreement, or commenced any proceeding relating to it under any reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether now or later in effect. There has not been commenced nor is there pending against it any proceeding of the nature described in the first sentence of this subsection. No order for relief has been entered with respect to it under the Federal Bankruptcy Code. The foregoing notwithstanding, the Parties hereto acknowledge that the Chabot JPA will be dissolved as a result of this Master Agreement and implementation of the Dissolution and Transfer Program.
- v. All documents, instruments, and other information delivered by each Party into Escrow pursuant to the Joint Escrow Instructions and this Master Agreement are true, accurate, correct and complete to the best of such Party's knowledge unless otherwise indicated in writing concurrently with such delivery.
- vi. This Master Agreement, when executed by a Party and delivered into Escrow pursuant to Section 13 above, shall constitute its legal, valid and binding obligation. No consent, approval, or authorization of any third person to its execution, delivery, and performance of this Master Agreement is required, other than consents, approvals, and authorizations which have already been unconditionally given.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Master Agreement as of the dates set forth below.

CITY:

CITY OF OAKLAND,
a municipal corporation

By: _____
Name: _____
Title: _____
Date: _____, 20__

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Name: _____
Title: _____

OUSD:

**OAKLAND UNIFIED SCHOOL
DISTRICT,** a California public school
district

By: _____
Name: Dr. Kyla Johnson-Trammell
Title: Superintendent
Date: _____, 20__

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Name: Joshua R. Daniels
Title: General Counsel

CHABOT JPA:

**CHABOT SPACE & SCIENCE CENTER
JOINT POWERS AGENCY**, a joint
powers agency

By: _____
Name: _____
Title: _____
Date: _____, 20__

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Name: _____
Title: _____

FOUNDATION:

**CHABOT SPACE & SCIENCE CENTER
FOUNDATION**, a California non-profit
public benefit corporation

By: _____
Name: _____
Title: _____
Date: _____, 20__

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Name: Michael G. Biddle
Title: Special Counsel

EBRPD:

EAST BAY REGIONAL PARK DISTRICT, a California special district

By: _____
Name: _____
Title: General Manager
Date: _____, 20__

APPROVED AS TO FORM AND LEGALITY:

By: _____
Name: Carol Victor
Title: General Counsel

EAS:

EASTBAY ASTRONOMICAL SOCIETY, a California non-profit public benefit corporation

By: _____
Name: _____
Title: _____
Date: _____, 20__

APPROVED AS TO FORM AND LEGALITY:

By: _____
Name: _____
Title: _____

ATTACHMENTS

ATTACHMENT A

CHABOT JPA RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CHABOT SPACE & SCIENCE CENTER JOINT POWERS AGENCY DECLARING AN INTENT TO DISSOLVE IN ACCORDANCE WITH SECTION 3.02(a) OF THE JOINT POWERS AGREEMENT TO CREATE THE CHABOT SPACE & SCIENCE CENTER, AND ESTABLISHING APRIL 29, 2021 AS THE DATE FOR CONSIDERATION OF A RESOLUTION TO DISSOLVE THE CHABOT SPACE & SCIENCE CENTER JOINT POWERS AGENCY

WHEREAS, effective January __, 2021 (“**Effective Date of Master Agreement**”), the Chabot Space & Science Center Joint Powers Agency, a joint powers agency (“**Chabot Joint Powers Agency**”), Chabot Space & Science Center Foundation, a California non-profit public benefit corporation (“**Foundation**”), City of Oakland, a municipal corporation (“**City**”), Oakland Unified School District, a California public school district organized and existing under the laws of the State of California (“**OUSD**”), East Bay Regional Park District, a California special district (“**EBRPD**”), and Eastbay Astronomical Society, a California non-profit public benefit corporation (“**EAS**”), approved and entered into that certain Master Dissolution And Transfer Agreement (“**Master Agreement**”) providing for the implementation of several matters, collectively referred to in the Master Agreement as the “**Dissolution and Transfer Program**”, specifically including, but not limited to, the dissolution of the Chabot Joint Powers Agency in accordance with Section 3.02(a) of the Joint Powers Agreement To Create The Chabot Space & Science Center, dated May 26, 1989, as amended through January 1, 2003 (collectively, the “**Joint Powers Agreement**”); and

WHEREAS, as more particularly set forth and described in Section 3.b. of the Master Agreement, within thirty (30) calendar days of the Effective Date of the Master Agreement, the Chabot Joint Powers Agency shall schedule, call and hold a meeting of the Board of Directors of the Chabot Joint Powers Agency (“**Board**”) to consider a resolution of intent to dissolve the Chabot Joint Powers Agency (“**Resolution of Intent**”), which Resolution of Intent shall set a date, no sooner than ninety (90) calendar days and no later than one hundred eighty (180) calendar days from the date of adoption of the Resolution of Intent, for the Board to adopt a resolution to dissolve the Chabot Joint Powers Agency (“**Resolution to Dissolve**”); now, therefore, be it

RESOLVED, after due consideration and discussion, the Board of Directors of the Chabot Joint Powers Agency hereby determines as follows:

1. The Board hereby affirms and declares its intent to dissolve the Chabot Joint Powers Agency pursuant to Section 3.02 (a) of the Joint Powers Agreement; and
2. The Board sets and establishes April 29, 2021, commencing at [TIME] p.m., at 10000 Skyline Boulevard, Oakland, California, as the date, time and location for the Board to

hold a meeting to discuss and adopt a Resolution to Dissolve the Chabot Joint Powers Agency; and

3. The Board directs the Board Secretary to deliver a copy of this Resolution of Intent in the U.S. mail, postage prepaid, by registered or certified mail to the City, OUSD, EBRPD, EAS and Foundation at their addresses as set forth in Attachment O to the Master Agreement.

ADOPTED, by the Board of Directors of the Chabot Space & Science Center Joint Powers Agency at a meeting held January 28, 2021, by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

BOARD CHAIR

ATTEST:

APPROVED AS TO FORM:

SECRETARY

SPECIAL COUNSEL

ATTACHMENT B

CHABOT JPA RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CHABOT SPACE & SCIENCE CENTER JOINT POWERS AGENCY DISSOLVING THE CHABOT SPACE & SCIENCE CENTER JOINT POWERS AGENCY PURSUANT TO SECTION 3.02(a) OF THE JOINT POWERS AGREEMENT TO CREATE THE CHABOT SPACE & SCIENCE CENTER

WHEREAS, effective January __, 2021 (“**Effective Date of Master Agreement**”), the Chabot Space & Science Center Joint Powers Agency, a joint powers agency (“**Chabot Joint Powers Agency**”), Chabot Space & Science Center Foundation, a California non-profit public benefit corporation (“**Foundation**”), City of Oakland, a municipal corporation (“**City**”), Oakland Unified School District, a California public school district organized and existing under the laws of the State of California (“**OUSD**”), East Bay Regional Park District, a California special district (“**EBRPD**”), and Eastbay Astronomical Society, a California non-profit public benefit corporation (“**EAS**”), approved and entered into that certain Master Dissolution And Transfer Agreement (“**Master Agreement**”) providing for the implementation of several matters, collectively referred to in the Master Agreement as the “**Dissolution and Transfer Program**”, specifically including, but not limited to, the dissolution of the Chabot Joint Powers Agency in accordance with Section 3.02(a) of the Joint Powers Agreement To Create The Chabot Space & Science Center, dated May 26, 1989, as amended through January 1, 2003 (collectively, the “**Joint Powers Agreement**”); and

WHEREAS, on January 28, 2021, as required by Section 3.b. of the Master Agreement, the Board of Directors of the Chabot Joint Powers Agency (“**Board**”) adopted Resolution No. _____, declaring its intent to dissolve the Chabot Joint Powers Agency (“**Resolution of Intent**”), and set and established April 29, 2021, commencing at [**TIME**] p.m., at 10000 Skyline Boulevard, Oakland, California, as the date, time and location for the Board to hold a meeting to discuss and adopt a resolution to dissolve the Chabot Joint Powers Agency (“**Resolution to Dissolve**”); now, therefore, be it

RESOLVED, after due consideration and discussion, the Board of Directors of the Chabot Joint Powers Agency hereby determines as follows:

1. The dissolution of the Chabot Joint Powers Agency, pursuant to the terms and conditions of the Master Agreement, provides for an orderly and equitable resolution and distribution of the assets and liabilities of the Chabot Joint Powers Agency, while providing for the transfer and continued operation of the Chabot Space and Science Center, and accordingly, the dissolution of the Chabot Joint Powers Agency is in the best interest of the public welfare; and
2. The Board hereby dissolves the Chabot Joint Powers Agency, effective ninety (90) calendar days after the date of adoption of this Resolution of Dissolution; and

3. The Board hereby directs the Chair of the Board of Directors, in cooperation with the City, OUSD and EBRPD, to cause the execution of the Agreement Terminating Joint Powers Agreement To Create The Chabot Space And Science Center, Attachment C to the Master Agreement, to be delivered into Escrow and filed with the Office of the Secretary of State of the State of California and State Controller in accordance with the Joint Escrow Instructions, Attachment N to Master Agreement; and
4. The Board directs the Board Secretary to note in the published minutes of the Board this action approving this Resolution to Dissolve.

ADOPTED, by the Board of Directors of the Chabot Space & Science Center Joint Powers Agency at a meeting held April 29, 2021, by the following vote.

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

BOARD CHAIR

ATTEST:

APPROVED AS TO FORM:

SECRETARY

SPECIAL COUNSEL

ATTACHMENT C

AGREEMENT TERMINATING JOINT POWERS AGREEMENT TO CREATE THE CHABOT SPACE AND SCIENCE CENTER

THIS AGREEMENT TERMINATING JOINT POWERS AGREEMENT TO CREATE THE CHABOT SPACE AND SCIENCE CENTER, is made this ____ day of _____, 20__ (“**Agreement Terminating Joint Powers Agreement**”), by and between The CITY OF OAKLAND, a municipal corporation (“**City**”), OAKLAND UNIFIED SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California (“**OUSD**”), EAST BAY REGIONAL PARK DISTRICT, a California special district (“**EBRPD**”), and Eastbay Astronomical Society, a California non-profit public benefit corporation (“**EAS**”). City, OUSD, EBRPD and EAS may be individually referred to herein as a “**Party**,” or may be collectively referred to herein as the “**Parties**.”

RECITALS

WHEREAS, the CHABOT SPACE AND SCIENCE CENTER JOINT POWERS AGENCY, a joint powers agency (“**Chabot JPA**”), was formed by the City, OUSD and EBRPD, pursuant to that certain Joint Powers Agreement To Create The Chabot Space & Science Center, dated May 26, 1989, as amended through January 1, 2003 (collectively, the “**Joint Powers Agreement**”), and with the cooperation of EAS ; and

WHEREAS, notice of the Joint Powers Agreement was filed with the Office of the Secretary of State of the State of California and State Controller in accordance with California Government Code §6503.5 on _____, 2003; and

WHEREAS, in order to facilitate the construction of a new 88,000-square-foot, state-of-the-art science and technology education facility (the “**Center**”) at its new home at 10000 Skyline Boulevard, within Joaquin Miller Park in the hills of Oakland as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (“**Property**”), the Chabot JPA and City entered into that certain Ground Lease Agreement, dated February 25, 1994, as amended pursuant to that certain First Amendment to Ground Lease and Subordination of Assumption Options, dated July 1, 1999, of the Property (collectively, the “**City-JPA Ground Lease**”), as evidenced by that certain Memorandum of Ground Lease Agreement recorded on August 31, 1999, in the Official Records of the Alameda County Recorder (the “**Official Records**”) as Instrument No. 99332994 (“**Memorandum of Ground Lease**”); and

WHEREAS, effective January __, 2021, the Parties, Chabot JPA, and Chabot Space & Science Center Foundation, a California non-profit public benefit corporation (“**Foundation**”), approved and entered into that certain Master Dissolution And Transfer Agreement (“**Master Agreement**”), providing for the implementation of several matters, collectively referred to in the Master Agreement as the “**Dissolution and Transfer Program**”, specifically including, but not limited to (A) the dissolution of the Chabot Joint Powers Agency, in accordance with Section 3.02(a) of the Joint Powers Agreement, (B) termination of the Joint Powers Agreement, and (C) the transfer of assets, certain liabilities and operation of the Center to the Foundation; and

WHEREAS, on January __, 2021, as required by Section 3(b) of the Master Agreement, the Board of Directors of the Chabot JPA (“**Board**”) adopted Resolution No. _____, declaring its intent to dissolve the Chabot JPA (“**Resolution of Intent**”), and set and established April __, 2021, commencing at [TIME] p.m., at 10000 Skyline Boulevard, Oakland, California, as the date, time and location for the Board to hold a meeting to discuss and adopt a resolution to dissolve the Chabot JPA (“**Resolution of Dissolution**”); and

WHEREAS, on April __, 2021, at the time and place set forth in the Resolution of Intent, and as required by Section 3(b) of the Master Agreement, the Board adopted Resolution No. _____, dissolving the Chabot Joint Powers Agency (“**Resolution of Dissolution**”); and

WHEREAS, in accordance with Section 3.02(a) of the Joint Powers Agreement and the Resolution of Dissolution, the Chabot JPA shall be dissolved ninety (90) days after the date of adoption of the Resolution of Dissolution, or July __, 2021 (“**JPA Dissolution Date**”); and

WHEREAS, as provided in the Joint Powers Agreement, in the event of the dissolution of the Chabot JPA, the Parties each had the option (described as a “**Round One Option**” and “**Round Two Option**”) to elect to formally assume the City-JPA Ground Lease and continue to operate the Center (“**Option Rights**”); and

WHEREAS, as provided in Section 3(c) of the Master Agreement, the Parties have covenanted, warranted, acknowledged, agreed and affirmed that upon the JPA Dissolution Date, each shall be deemed to have waived, released, discharged and terminated any and all Option Rights (“**Waiver of Option Rights**”); and

WHEREAS, as provided in Section 3(d) of the Master Agreement, the Parties have covenanted, warranted, acknowledged, agreed and affirmed that upon the JPA Dissolution Date, and the effectiveness of the Waiver of Option Rights, the JPA Agreement and the City-JPA Ground Lease are thereby terminated in accordance with Section 3.07 of the Joint Powers Agreement; and

WHEREAS, pursuant to the Resolution of Dissolution, the Board directed that, on or after the JPA Dissolution Date, this Agreement Terminating Joint Powers Agreement be filed with the Office of the Secretary of State of the State of California and State Controller in accordance with Government Code §6503.5; now, therefore, be it

RESOLVED, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the Parties hereby covenant, warrant and agree as follows:

1. The Chabot JPA, is dissolved effective as of the JPA Dissolution Date; and
2. The Waiver of Option Rights is effective as of the JPA Dissolution Date; and
3. The Joint Powers Agreement is terminated effective as of the JPA Dissolution Date.
4. This Agreement Terminating Joint Powers Agreement may be executed in any number of counterparts, and all of such counterparts so executed together shall be deemed to constitute on and the same agreement, and each such counterpart shall be deemed to be an original.

IN WITNESS WHEREOF, the City, OUSD, EBRPD and EAS have executed this Agreement Terminating Joint Powers Agreement as of the day and year first above written.

CITY:

CITY OF OAKLAND,
a municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form and Legality:

By: _____

Name: _____

Title: _____

OAKLAND UNIFIED SCHOOL DISTRICT, a California public school district

By: _____

Name:

Its: Superintendent

Date: _____, 20__

APPROVED AS TO FORM:

By: _____

Joshua R. Daniels, General Counsel

EBRPD:

EAST BAY REGIONAL PARK DISTRICT, a California special district

By: _____
Name: _____
Its: General Manager
Date: _____, 20__

APPROVED AS TO FORM:

By: _____
Carol Victor, General Counsel

EAS:

EASTBAY ASTRONOMICAL SOCIETY, a California non-profit public benefit corporation

By: _____
Name: _____
Its: _____
Date: _____, 20__

APPROVED AS TO FORM:

By: _____

EXHIBIT A

[Insert Legal Description of the Property]

ATTACHMENT D

**RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:**

City of Oakland
Economic & Workforce Development
Department
Public/Private Development Division
250 Frank H. Ogawa Plaza, 5th Floor
Oakland, CA 94612
Attn: Director

Exempt From Recording Fees Per
Government Code §27383 And
Building Homes And Jobs Trust
Fund Fee Per Government Code
§27388.1(A)(2)(D)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 029-1201-001-01 (ptn), 029-1201-001-02,
029-1200-007-03 (ptn), 048D-7208-005-01 (ptn)

**TERMINATION OF GROUND LEASE
AND
QUITCLAIM AND RELEASE OF MEMORANDUM OF LEASE
(Chabot Space and Science Center)**

THIS TERMINATION OF GROUND LEASE AND QUITCLAIM AND RELEASE OF MEMORANDUM OF LEASE (Chabot Space and Science Center), made this ____ day of _____, 20__ (“**Termination of Ground Lease and Quitclaim**”), by and between the CHABOT SPACE AND SCIENCE CENTER JOINT POWERS AGENCY, a joint powers agency (“**Chabot JPA**”), the CITY OF OAKLAND, a municipal corporation (“**City**”), OAKLAND UNIFIED SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California (“**OUSD**”), EAST BAY REGIONAL PARK DISTRICT, a California special district (“**EBRPD**”), and EASTBAY ASTRONOMICAL SOCIETY, a California non-profit public benefit corporation (“**EAS**”). Chabot JPA, City, OUSD, EBRPD and EAS may be individually referred to herein as a “**Party**,” or may be collectively referred to herein as the “**Parties**.”

RECITALS

WHEREAS, the City is the owner of that certain real property commonly known as 10000 Skyline Boulevard, Oakland, California (Assessor Parcel Numbers 029-1201-001-01 (ptn), 029-1201-001-02, 029-1200-007-03 (ptn) and 048D-7208-005-01 (ptn)), as more particularly described in the legal description attached hereto as **Exhibit A** (“**Property**”), and incorporated herein by this reference; and

WHEREAS, the Chabot JPA was formed by the City, OUSD and EBRPD, pursuant to that certain Joint Powers Agreement To Create The Chabot Space & Science Center, dated May 26, 1989, as amended through January 1, 2003 (collectively, the “**Joint Powers Agreement**”), and with the cooperation of EAS; and

WHEREAS, in order to facilitate the construction of a new 88,000-square-foot, state-of-the-art science and technology education facility (the “**Center**”) at its new home on the Property, the Chabot JPA, under its prior name, the Chabot Observatory and Science Center, and City entered into that certain Ground Lease Agreement, dated February 25, 1994, as amended pursuant to that certain First Amendment to Ground Lease and Subordination of Assumption Options, dated July 1, 1999, related to the Property (collectively, the “**City-JPA Ground Lease**”), as evidenced by that certain Memorandum of Ground Lease Agreement recorded on August 31, 1999, in the Official Records of the Alameda County Recorder (the “**Official Records**”) as Instrument No. 99332994 (“**Memorandum of Ground Lease**”); further, to facilitate vehicular and emergency access to the Center, the Chabot JPA and City entered into that certain unrecorded Grant of License, dated April 4, 2000, related to vehicle and emergency access from Skyline Boulevard to the North Parking Lot of the Property (“**Access License Agreement**”), which expires by its terms upon termination of the City-JPA Ground Lease; and

WHEREAS, effective January __, 2021, the Parties and the Chabot Space & Science Center Foundation, a California non-profit public benefit corporation (“**Foundation**”), approved and entered into that certain Master Dissolution And Transfer Agreement (“**Master Agreement**”), providing for the implementation of several matters, collectively referred to in the Master Agreement as the “**Dissolution and Transfer Program**”, specifically including, but not limited to (A) the dissolution of the Chabot JPA, in accordance with Section 3.02(a) of the Joint Powers Agreement, (B) termination of the City-JPA Ground Lease and Access License Agreement, and (C) the transfer of assets, certain liabilities and operation of the Center to the Foundation; and

WHEREAS, on January __, 2021, as required by Section 3(b) of the Master Agreement, the Board of Directors of the Chabot JPA (“**Board**”) adopted Resolution No. _____, declaring its intent to dissolve the Chabot JPA (“**Resolution of Intent**”), and set and established April __, 2021, commencing at [TIME] p.m., at 10000 Skyline Boulevard, Oakland, California, as the date, time and location for the Board to hold a meeting to discuss and consider a resolution to dissolve the Chabot JPA (“**Resolution of Dissolution**”); and

WHEREAS, on April __, 2021, at the time and place set forth in the Resolution of Intent, and as required by Section 3(b) of the Master Agreement, the Board adopted Resolution No. _____, dissolving the Chabot JPA (“**Resolution of Dissolution**”); and

WHEREAS, in accordance with Section 3.02(a) of the Joint Powers Agreement and the Resolution of Dissolution, the Chabot JPA shall be dissolved ninety (90) days after the date of adoption of the Resolution of Dissolution, or July __, 2021 (“**JPA Dissolution Date**”); and

WHEREAS, as provided in the Joint Powers Agreement, in the event of the dissolution of the Chabot JPA, the City, OUSD, EBRPD and EAS each had the option (described as a “**Round One Option**” and “**Round Two Option**”) to elect to formally assume the City-JPA Ground Lease and continue to operate the Center (“**Option Rights**”); and

WHEREAS, as provided in Section 3(c) of the Master Agreement, the City, OUSD, EBRPD and EAS have covenanted, warranted, acknowledged, agreed and affirmed that upon the JPA Dissolution Date, each shall be deemed to have waived, released, discharged and terminated any and all Option Rights (“**Waiver of Option Rights**”); and

WHEREAS, as provided in Section 3(d) of the Master Agreement, the City, OUSD, EBRPD and EAS have covenanted, warranted, acknowledged, agreed and affirmed that upon the JPA Dissolution Date, and the effectiveness of the Waiver of Option Rights, the Joint Powers Agreement and the City-JPA Ground Lease are thereby terminated in accordance with Section 3.07 of the Joint Powers Agreement; and

WHEREAS, pursuant to Section 3(d) of the Master Agreement, the Parties agreed to execute and acknowledge this Termination of Ground Lease and Quitclaim upon adoption of the Resolution of Dissolution, and thereafter deliver this Termination of Ground Lease and Quitclaim into escrow, to be recorded in the Official Records in accordance with the Joint Escrow Instructions, on or after the JPA Dissolution Date; now, therefore, be it

RESOLVED, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed,

1. The Parties hereby covenant, warrant and agree as follows:
 - a. The Chabot JPA is dissolved effective as of the JPA Dissolution Date; and
 - b. The Waiver of Option Rights is effective as of the JPA Dissolution Date; and
 - c. The City-JPA Ground Lease is terminated effective as of the JPA Dissolution Date.
2. The Chabot JPA hereby covenants, warrants and agrees as follows:
 - a. Access License Agreement is terminated effective as of the JPA Dissolution Date;
and
 - b. The Chabot JPA does hereby remise, release and quitclaim to the City and its successors and assigns, all the right, title and interest in the Property, as provided by the Access License Agreement, which is hereby cancelled, terminated, released and expunged.
3. The Chabot JPA, OUSD, EBRPD and EAS do hereby remise, release and quitclaim to the City and its successors and assigns, all right, title and interest in the Property, provided by the City-JPA Ground Lease, and as evidenced by the Memorandum of Ground Lease, which are hereby cancelled, terminated, released and expunged.
4. This Termination of Ground Lease and Quitclaim has also been delivered and recorded for the purpose of releasing the Memorandum of Ground Lease from the Official Records with respect to the Property.
5. This Termination of Ground Lease and Quitclaim may be executed in any number of counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original.

IN WITNESS WHEREOF, the Parties have executed this Termination of Ground Lease and Quitclaim as of the day and year first above written.

CITY:

CITY OF OAKLAND,
a municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form and Legality:

By: _____

Name: _____

Title: _____

OAKLAND UNIFIED SCHOOL DISTRICT, a California public school district

By: _____

Name:

Its: Superintendent

Date: _____, 20__

APPROVED AS TO FORM:

By: _____

Joshua R. Daniels, General Counsel

EBRPD:

EAST BAY REGIONAL PARK DISTRICT, a California special district

By: _____
Name: _____
Its: General Manager
Date: _____, 20__

APPROVED AS TO FORM:

By: _____
Carol Victor, General Counsel

EAS:

EASTBAY ASTRONOMICAL SOCIETY, a California non-profit public benefit corporation

By: _____
Name: _____
Its: _____
Date: _____, 20__

APPROVED AS TO FORM:

By: _____

**CHABOT SPACE & SCIENCE CENTER
JOINT POWERS AGENCY**, a joint powers
agency

By: _____
Name:
Its: Chair of the Board of Directors
Date: _____, 20__

APPROVED AS TO FORM:

By: _____

ACKNOWLEDGMENT

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

State of California)

County of _____)

On _____, 20____, before me, _____,
(Name of Notary)

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.

(Notary Signature)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property remised, released, and quitclaimed by TERMINATION OF GROUND LEASE AND QUITCLAIM AND RELEASE OF MEMORANDUM OF LEASE (Chabot Space and Science Center), dated _____, 20__ by the Oakland Unified School District, a public school district organized and existing under the laws of the State of California, East Bay Regional Park District, a special district, and Easbay Astronomical Society, a California non-profit public benefit corporation, as grantors, to The City of Oakland, a municipal corporation, as grantee (the “**Termination of Ground Lease and Quitclaim**”), are hereby accepted by the City Administrator of the City of Oakland, or his or her designee, pursuant to authority conferred by Ordinance No. _____ C.M.S. of the City Council adopted on _____, 20__, and The City of Oakland, as grantee, consents to recordation of the Termination of Ground Lease and Quitclaim.

Date: _____, 20__

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

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

State of California)

County of _____)

On _____, 20__, before me, _____,

(Name of Notary)

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.

(Notary Signature)

EXHIBIT "A"

[Insert Legal Description of the Property]

ATTACHMENT E

**RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:**

City of Oakland
Economic & Workforce Development
Department
Public/Private Development Division
250 Frank H. Ogawa Plaza, 5th Floor
Oakland, CA 94612
Attn: Director

Exempt From Recording Fees Per
Government Code §27383 And
Building Homes And Jobs Trust
Fund Fee Per Government Code
§27388.1(A)(2)(D)

APN: 029-1201-001-01 (ptn); 029-1201-001-02;
029-1200-007-03 (ptn); 048D-7208-005-01 (ptn)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**TERMINATION OF LEASE-LEASEBACK AGREEMENTS
AND
QUITCLAIM AND RELEASE OF MEMORANDA OF LEASES
(Chabot Space and Science Center)**

THIS TERMINATION OF LEASE-LEASEBACK AGREEMENTS AND QUITCLAIM AND RELEASE OF MEMORANDA OF LEASES (Chabot Space and Science Center), made this _____ day of _____, 20__ (“**Termination and Quitclaim Deed**”), by and between the CHABOT SPACE AND SCIENCE CENTER JOINT POWERS AGENCY, a joint powers agency (“**Chabot JPA**”), The CITY OF OAKLAND, a municipal corporation (“**City**”), and OAKLAND UNIFIED SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California (“**OUSD**”). Chabot JPA, City and OUSD may be individually referred to herein as a “**Party**,” or may be collectively referred to herein as the “**Parties**.”

RECITALS

WHEREAS, the City is the owner of that certain real property commonly known as 10000 Skyline Boulevard, Oakland, Alameda County, California (Assessor Parcel Numbers 029-1201-001-01 (ptn), 029-1201-001-02, 029-1200-007-03 (ptn) and 048D-7208-005-01 (ptn)), as more particularly described in the legal description attached hereto as **Exhibit A** (“**Property**”), and incorporated herein by this reference; and

WHEREAS, the City ground leased the Property to the Chabot JPA pursuant to that certain Ground Lease Agreement, dated February 25, 1994, as amended by that certain First Amendment to Ground Lease and Subordination of Assumption Options, dated July 1, 1999, by and between the Chabot JPA and City, as evidenced by that certain Memorandum of Ground Lease Agreement recorded on August 31, 1999, in the Official Records of Alameda County, California (“**Official Records**”) as Instrument No. 99332994 (collectively, the “**City-JPA Ground Lease**”); and

WHEREAS, in accordance with authority provided pursuant to the City-JPA Ground Lease, the Chabot JPA undertook the construction of improvements on the Property, and as provided by an unrecorded Loan Agreement dated July 1, 1999, by and between Chabot JPA and OUSD (the “**Loan Agreement**”), OUSD extended funds to Chabot JPA (the “**OUSD Loan**”) to complete the construction of the improvements on the Property; and

WHEREAS, on November 9, 2010, the Chabot JPA and OUSD entered into that certain unrecorded Agreement Regarding Termination of Security Instruments and terminated the Loan Agreement and all security instruments provide in connection with the OUSD Loan, and Chabot JPA’s obligations in connection with the OUSD Loan were superseded by that certain Chabot JPA Lease Agreement, dated November 9, 2010 (“**Facility Lease Agreement**”), by and between Chabot JPA and OUSD, as evidenced by that certain Memorandum of Lease recorded on December 29, 2010 in Official Records as Instrument No. 2010390631 (“**Memorandum of Facility Lease Agreement**”), and that certain Site Lease, dated November 9, 2010 (“**Site Lease**”), by and between Chabot JPA and OUSD, as evidenced by that certain Memorandum of Lease recorded on December 29, 2010 in the Official Records as Instrument No. 2010390630 (“**Memorandum of Site Lease**”); and

WHEREAS, further, to facilitate the aforementioned transaction related to repayment of the OUSD Loan, the Chabot JPA, City and OUSD also entered into that certain unrecorded Agreement Regarding Conditional Assignment, dated November 9, 2010 (“**Conditional Assignment**”); and

WHEREAS, the Chabot JPA and OUSD subsequently entered into that certain unrecorded Forbearance Agreement on September 1, 2014, as amended on June 29, 2016, October 13, 2016, and December 13, 2017 (collectively, the “**Forbearance Agreement**”); and

WHEREAS, collectively, the Site Lease, Memorandum of Site Lease, Facility Lease Agreement, Memorandum of Facility Lease Agreement, Conditional Assignment, and Forbearance Agreement are sometimes referred to herein collectively, as the “**Lease-Leaseback Agreements**”; and

WHEREAS, Chabot JPA, City and OUSD have agreed to terms to satisfy the entirety of the debt owed by Chabot JPA under the OUSD Loan and, in exchange therefor, OUSD is required and obligated to cancel and terminate the OUSD Loan and the Lease-Leaseback Agreements securing the OUSD Loan, and release and quitclaim any interest in the City-JPA Ground Lease and Property, as evidenced by the Memorandum of Facility Lease Agreement and Memorandum of Site Lease, and City and OUSD will enter into a lease of certain real property commonly known as 4919 Mountain Boulevard, Oakland, California;

NOW, THEREFORE, BE IT RESOLVED, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, OUSD hereby covenants, warrants and agrees as follows:

1. OUSD hereby cancels, terminates, releases, discharges, and expunges the OUSD Loan, and the Lease-Leaseback Agreements, and waives and releases Chabot JPA and the City and their successors and assigns, from any and all obligations or liabilities thereunder.

2. OUSD does hereby remise, release, and quitclaim to Chabot JPA and City and their successors and assigns, all OUSD's right, title and interest in the City-JPA Ground Lease and Property, provided by the Facility Lease Agreement, and as evidenced by the Memorandum of Facility Lease Agreement, which are hereby cancelled, terminated, released and expunged.

3. OUSD does hereby remise, release, and quitclaim to Chabot JPA and City and their successors and assigns, all OUSD's right, title and interest in the City-JPA Ground Lease and Property, provided by the Site Lease, and as evidenced by the Memorandum of Site Lease, which are hereby cancelled, terminated, released and expunged.

4. This Termination and Quitclaim Deed has also been delivered and recorded for the purpose of releasing the Memorandum of Facility Lease Agreement and the Memorandum of Site Lease from the Official Records with respect to the Property.

IN WITNESS WHEREOF, OUSD has executed this Termination and Quitclaim Deed as of the day and year first above written.

**OAKLAND UNIFIED SCHOOL
DISTRICT,**
a California public school district

By: _____
Name: Dr. Kyla Johnson-Trammell
Its: Superintendent
Date: _____, 20__

APPROVED AS TO FORM:

By: _____
Joshua R. Daniels, General Counsel

[Remainder of page intentionally left blank]

ACKNOWLEDGMENT

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

State of California)

County of _____)

On _____, 20__, before me, _____,
(Name of Notary)

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.

(Notary Signature)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property located at 10000 Skyline Boulevard, Oakland, Alameda County, California (Assessor Parcel Numbers 029-1201-001-01 (ptn), 029-1201-001-02, 029-1200-007-03 (ptn), and 048D-7208-005-01 (ptn)), conveyed by TERMINATION OF LEASE-LEASEBACK AGREEMENTS AND QUITCLAIM AND RELEASE OF MEMORANDA OF LEASES (Chabot Space and Science Center), dated _____, 20__ (“**Termination and Quitclaim Deed**”), from OAKLAND UNIFIED SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California (“**OUSD**”), to CHABOT SPACE AND SCIENCE CENTER JOINT POWERS AGENCY, a joint powers agency (“**Chabot JPA**”) and the CITY OF OAKLAND, a municipal corporation (“**City**”), is hereby accepted by the undersigned officer or agent on behalf of the Chabot JPA, pursuant to authority conferred by Resolution No. _____, adopted by the Board of Directors of the Chabot JPA on _____, 20__, and the Chabot JPA consents to recordation of the Termination and Quitclaim Deed by its duly authorized officer.

**CHABOT SPACE & SCIENCE CENTER
JOINT POWERS AGENCY,**
a joint powers agency

By: _____
Name:
Its:
Date: _____, 20__

ACKNOWLEDGMENT

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

State of California)

County of _____)

On _____, 20__, before me, _____,
(Name of Notary)

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.

(Notary Signature)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property remised, released, and quitclaimed by TERMINATION OF LEASE-LEASEBACK AGREEMENTS AND QUITCLAIM AND RELEASE OF MEMORANDA OF LEASES (Chabot Space and Science Center), dated _____, 20__ by the Oakland Unified School District, a public school district organized and existing under the laws of the State of California, as grantor, to The City of Oakland, a municipal corporation, as grantee (the "**Termination and Quitclaim Deed**"), are hereby accepted by the City Administrator of the City of Oakland, or his or her designee, pursuant to authority conferred by Ordinance No. _____ C.M.S. of the City Council adopted on _____, 20__, and The City of Oakland, as grantee, consents to recordation of the Termination and Quitclaim Deed.

Date: _____, 2020

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

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

State of California)

County of _____)

On _____, 20__, before me, _____,
(Name of Notary)

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.

(Notary Signature)

EXHIBIT "A"

[Insert Legal Description of the Property]

Attachment F

LEASE

(4919 Mountain Boulevard)

CITY OF OAKLAND

AS LANDLORD

and

OAKLAND UNIFIED SCHOOL DISTRICT

AS TENANT

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LEASE

(4919 Mountain Boulevard)

THIS LEASE (4919 Mountain Boulevard) (“**Lease**”) is entered into as of _____, 20__ (“**Effective Date**”) by and between the CITY OF OAKLAND, a municipal corporation (the “**Landlord**” or the “**City**”), and OAKLAND UNIFIED SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California (“**Tenant**” or “**District**”).

RECITALS

This Lease is entered into upon the following facts, understandings and intentions of the Landlord and Tenant, sometimes collectively referred to herein as the “**Parties**,” and individually as a “**Party**”:

A. City hereby owns certain real property commonly known as 4919 Mountain Boulevard, Oakland, as more particularly described on Exhibit A and depicted on Exhibit B which are attached hereto and incorporated herein by this reference (“**Property**”).

B. The Parties acknowledge that Tenant has occupied and used the Property for educational purposes since at least 1995 and currently operates a Community Day School on the Property, which existing use falls within the State law exemption from City zoning and land use regulations.

C. Tenant’s Board of Education (“**Board**”) has determined that it is in the best interests of Tenant and the students it serves to continue to occupy and use the Property for educational purposes.

D. The City Council adopted Ordinance No. _____ C.M.S., which among other things, authorized this Lease.

E. Landlord, Tenant, Chabot JPA (as defined below), Chabot Space & Science Center Foundation, a California nonprofit public benefit corporation (the “**Foundation**”), East Bay Regional Park District, a California special district (“**EBRPD**”), and Eastbay Astronomical Society, a California nonprofit public benefit corporation, have each executed that certain Master Dissolution Agreement (Chabot Space and Science Center), dated as of _____, 2021 (the “**Master Dissolution Agreement**”), in order to restructure the management and operation of the Chabot Science Center (as defined below), as more particularly described therein, which will continue to be implemented after the Effective Date.

F. As contemplated in the Master Dissolution Agreement, Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the Premises pursuant to the terms of this Lease.

G. Capitalized terms which are referred to and used throughout this Lease are defined in Article 1 of this Lease.

NOW, THEREFORE, for and in consideration of the foregoing premises, the covenants, representations, warranties and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do hereby agree as follows:

ARTICLE 1.
DEFINITIONS

Section 1.1 Definitions.

For the purposes of this Lease, the following defined terms shall have the meanings ascribed thereto in this Article 1:

- (a) Access Easement: Defined in Section 2.1 hereof.
- (b) Additional Rent: Defined in Section 4.3 hereof.
- (c) Alterations: As defined in Section 7.3 hereof.
- (d) Casualty: As defined in Article 11 hereof.
- (e) Chabot JPA. The Chabot Space & Science Center Joint Powers Agency, to which the Landlord, Tenant, and EBRPD are parties, that operates the Chabot Science Center.
- (f) Chabot Science Center: That certain Chabot Space and Science Center, separate and apart from the Property, is located at 10000 Skyline Boulevard, Oakland, California 94519, with such real property owned by the Landlord.
- (g) City: The City of Oakland, a municipal corporation.
- (h) Development: The Improvements and Tenant's Estate.
- (i) Effective Date: The date set forth in the preamble above.
- (j) Event of Default: As described in Article 12 hereof.
- (k) Excluded Area: As defined in Section 2.1(a) hereof.
- (l) Future Change: As defined in Section 5.1 hereof.
- (m) Governmental Authorities: Any applicable federal, state or local governmental or quasi-governmental entities, subdivisions, agencies, authorities or instrumentalities having jurisdiction over the Premises, the Improvements, Landlord or Tenant.
- (n) Hazardous Materials: Any oil or any fraction thereof or petroleum products or "hazardous substance" as defined in Section 101(14) of CERCLA (42 U.S.C. Section 9601(14) or Section 25281(h) or 25316 of the California Health and Safety Code at such time; any "hazardous waste," "infectious waste" or "hazardous material" as defined in Section 25117,

25117.5 or 25501(j) of the California Health and Safety Code at such time; any other waste, substance or material designated or regulated in any way as “toxic” or “hazardous” in the RCRA (42 U.S.C. Section 6901 et seq.), CERCLA Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), Safe Drinking Water Act (42 U.S.C. Section 300(f) et seq.), Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.), Clean Air Act (42 U.S.C. Section 7401 et seq.), California Health and Safety Code (Section 25100 et seq., Section 39000 et seq.), or California Water Code (Section 13000 et seq.) at such time; and any additional wastes, substances or material which at such time are classified, considered or regulated as hazardous or toxic under any other present or future environmental or other similar laws relating to the Premises, but excluding any substances or materials used in the construction, development, maintenance or operation of the Improvements or stored or used as part of normal household use, so long as the same are used in accordance with all applicable laws.

(o) Hazardous Materials Claims: As described in Section 9.2(a).

(p) Hazardous Materials Law: All federal, state, and local laws, ordinances, regulations, orders and directives pertaining to Hazardous Materials in, on or under the Premises or any portion thereof.

(q) Impositions: All taxes including property taxes, assessments, water and sewer charges, charges for public utilities, excises, levies, license and permit fees and other charges that shall or may be assessed, levied or imposed during the Term by any Governmental Authorities upon the Premises or any part thereof, including the buildings or improvements now or hereafter located thereon; provided, however, that the term “Impositions” shall not include any income tax, capital levy, estate, succession, inheritance, transfer or similar taxes of Landlord, or any franchise tax imposed upon any owner of the fee of the Premises, or any income, profits or revenue tax, assessment or charge imposed upon the rent or other benefit received by Landlord under this Lease by any Governmental Authorities.

(r) Improvements: The buildings and all other improvements on the Property as of the Effective Date, exclusive of the Excluded Area.

(s) Insurance Requirements: The requirements, whether now or hereafter in force, of any insurer or insurance carrier, any board of fire underwriters or any other company, bureau, organization or entity performing the same or similar functions, applicable to the Premises and/or the Improvements, or any portion thereof, to the extent so applicable.

(t) Landlord: The City of Oakland, a municipal corporation. Any reference hereafter to the “Landlord” shall also be deemed to include any successors to or assigns of the City.

(u) Landlord’s Estate: Landlord’s fee estate in the land constituting the Premises.

(v) Lease Year: A calendar year.

(w) Legal Requirements: All laws, statutes, codes, ordinances, orders, rules, regulations and requirements of all Governmental Authorities and the appropriate agencies, officers, departments, boards and commissions thereof, whether now or hereafter in force,

applicable to Landlord, Tenant, the Premises, the Improvements, or any portion thereof, to the extent so applicable.

(x) Master Dissolution Agreement: As defined in Recital E.

(y) Net Condemnation Award: The net amounts owed or paid to the Parties or to which either of the Parties may be or become entitled by reason of any Taking or pursuant to any agreement with any condemning authority which has been made in settlement of any proceeding relating to a Taking, less any costs and expenses incurred by the Parties in collecting such award or payment.

(z) Party or Parties: As defined above.

(aa) Person: An individual, partnership, corporation, limited liability company, trust, unincorporated association, or other entity or association.

(bb) Premises: The Property and all Improvements, exclusive of the Excluded Area.

(cc) Property: As defined in Recital A and as more particularly described on Exhibit A attached hereto and made a part hereof, and depicted on the Site Plan, together with all and singular rights, easements, licenses, privileges and appurtenances thereunto attaching or in any way belonging thereto.

(dd) Rent: As described in Section 4.3 hereof.

(ee) Site Plan: That certain Site Plan depicting the Premises, attached hereto as Exhibit B.

(ff) Taking: A taking during the Term hereof of all or any part of the Premises and/or the Improvements, or any interest therein or right accruing thereto, as a result of the exercise of the right of condemnation or eminent domain or a change in grade materially affecting the Premises or any part thereof. A conveyance in lieu of or in anticipation of the exercise of any such right of condemnation or eminent domain shall be considered a Taking. Any such Taking shall be deemed to have occurred upon the earlier to occur of (i) the date on which the property, right or interest so taken must be surrendered to the condemning authority, or (ii) the date title vested in a condemning authority or other party pursuant to any Taking.

(gg) Tenant: Oakland Unified School District. Any reference hereafter to the "Tenant" shall also be deemed to include any successors to or assigns of the District.

(hh) Tenant's Estate: Tenant's leasehold interest in the Premises acquired pursuant to this Lease.

(ii) Term: The period of time described in Section 2.3 hereof.

(jj) Transfer: Any sale, assignment, transfer, conveyance, encumbrance, or hypothecation, in any manner or form or any agreement to do any of the foregoing.

Section 1.2 Exhibits. The Exhibits referred to in this Lease and attached hereto are:

- Exhibit A: Legal Description of Premises
- Exhibit B: Site Plan
- Exhibit C Excluded Area
- Exhibit D: Insurance Requirements

ARTICLE 2.
LEASE OF THE PREMISES

Section 2.1 Premises. Beginning on the Effective Date, Landlord does hereby lease the Premises to Tenant, and in consideration thereof, Tenant does hereby lease the Premises from Landlord more specifically described and depicted on Exhibits A and B, pursuant to the terms and conditions of this Lease hereinafter set forth and reserving therefrom a nonexclusive easement in, on, over, and across the existing roadways, as such may be modified from time to time, for pedestrian, vehicular, and emergency access to and from the Excluded Area, and for maintenance and repair, rehabilitation and adaptive reuse of the Excluded Area for Landlord, its employees, agents, contractors, together with users of the Excluded Area, if any (the “**Access Easement**”). Such Access Easement shall not include public access unless and until the Excluded Area is rehabilitated and reused such that the use of, and public access to, the Excluded Area is not incompatible with the Community Day School use and does not pose an undue safety risk for Tenant, its employees, or its students, or its agents and contractors engaged by Tenant for management and operation of the Community Day School. Upon request by either Landlord or Tenant, Landlord and Tenant shall meet and confer in good faith regarding concerns over such use and access. As of the Effective Date, the Access Easement is over a paved road, a portion of which runs through the center of a functioning school campus, including the school’s lunch area and basketball court.

(a) The Parties agree that the following enumerated portions of the Property, more specifically depicted on Exhibit C, are hereby exempt from the Tenant’s occupancy, use, rights, and responsibilities under this Lease (collectively, the “**Excluded Area**”): (i) the Observatory; (ii) the shed behind the Observatory; (iii) the area between the Observatory and the shed; and (iv) cell tower, together with a reasonable buffer around the structures, in order to perform maintenance and repairs. Landlord or its designee retains the right to rehabilitate and adaptively reuse the buildings within the Excluded Area and exterior Excluded Area in a manner that is not incompatible with the Community Day School use, and if public access is to be provided, subject to the foregoing requirements.

(b) The Parties acknowledge that the Excluded Area has been secured by the Landlord. The Parties hereby acknowledge that Landlord shall be responsible for any utilities, repair, maintenance, and insurance of the Excluded Area. The Parties hereby acknowledge that except as provided in 2.1(c) below, Tenant shall not be responsible for the utilities, repair, maintenance, insurance, or indemnification of any portion of the Excluded Area, except to the extent repairs are necessary due to damage caused by Tenant, or its employees, students, agents, or contractors.

(c) In the event that the Parties mutually require a legal description of the Excluded Area, Tenant shall maintain the Excluded Area, not including the cell tower, up to and until a licensed surveyor is procured and prepares a written legal description of the Excluded Area, but in no event shall Tenant maintain and be responsible to maintain the Excluded Area for more than six (6) months from the Effective Date. Upon preparation and provision of such legal description to both Parties or termination of such six (6) month period, the Parties acknowledge that Section 2.1(b) above shall immediately take effect, and any such maintenance responsibilities of the Tenant shall immediately cease.

Section 2.2 Delivery of Possession. This Lease shall be effective upon the Effective Date.

Section 2.3 Term. Unless sooner terminated pursuant to the provisions hereof, this Lease shall continue in full force and effect for a sixty (60) year term commencing on the Effective Date and expiring on the sixtieth (60th) anniversary of the Effective Date (“**Term**”).

Section 2.4 Use. Subject to the provisions of this Lease, Tenant shall, throughout the Term and in accordance with all Legal Requirements, continuously use the Premises and the Improvements solely for classroom facilities and other legally permissible educational purposes. The Parties acknowledge that the current use as a Community Day School, is such a permitted use. Under no circumstances shall Tenant use the Premises, or any portion thereof for nonclassroom facilities, including, but not limited to, warehouses, administrative buildings, and automotive storage and repair buildings. Further, the Tenant agrees with respect to the Premises, and Landlord agrees with respect to the Excluded Area:

(a) not to use or knowingly allow the Premises or Excluded Area to be used for any disorderly or unlawful purpose;

(b) not to use cause, maintain, or permit any nuisance or waste in, on, or about the Premises or Excluded Area;

(c) take all reasonable precautions to prevent the Premises or Excluded Area from being used for any unlawful purposes and to prevent any nuisance or waste, in, on, or about the Premises or Excluded Area.

(d) a Party, upon notice from the other Party, shall take reasonable action, if necessary, to abate any action that would cause the first Party to violate this Lease; and

(e) Tenant shall permit Landlord and its agents, upon not less than forty-eight (48) hours’ written notice, to inspect the Premises or any part thereof at any reasonable time during the Term. Landlord shall coordinate with the Tenant to minimize any disruption to school activities. Such inspection shall not otherwise impair the Tenant’s quiet enjoyment of the Premises.

ARTICLE 3.
RIGHT OF ENTRY

Section 3.1 Landlord Right of Entry.

(a) In order to protect the safety of students and staff, in accordance with Section 2.4(e), upon not less than forty-eight (48) hours written notice, Landlord reserves the right for any of its duly authorized representatives to enter the Premises at any reasonable time to inspect the Premises, but in so doing shall not interfere with the Tenant's use, operations, and school activities on the Premises.

(b) Landlord reserves the right for any of its duly authorized representatives to enter the Premises at any reasonable time to inspect the Excluded Area, to perform maintenance, make any repairs, improvements, or modifications necessary for the preservation thereof, or use the Excluded Area as provided herein, but in so doing shall not interfere with the Tenant's use, operations, and school activities on the Premises. Landlord shall coordinate with the Tenant to minimize any disruption to school activities, and except in the case of emergency, shall attempt to schedule any work. Such inspection, maintenance, repair, improvement, or modification shall not otherwise impair the Tenant's quiet enjoyment of the Premises.

ARTICLE 4.
CONSIDERATION; RENT

Section 4.1 Consideration. Under those certain Certificates of Participation, Lease Lease-Back Agreements, and subsequent Forbearance Agreements, between the Tenant and the Chabot JPA, prior to the Effective Date, the Chabot JPA owed to Tenant certain debt (collectively, the "**JPA Debt**"). As required by the Master Dissolution Agreement, in pertinent part, upon the mutual execution of this Lease, and in exchange for the Landlord's lease of the Premises to the Tenant, the Tenant shall fully discharge the JPA Debt owed to the Tenant by the Chabot JPA ("**Debt Discharge**").

Section 4.2 Annual Rent. Tenant shall pay to Landlord on the Effective Date of this Lease rent for the Term in the amount of One Dollar (\$1.00) annually ("**Annual Rent**").

Section 4.3 Additional Rent. The term "**Additional Rent**" shall include all other payments, charges and other amounts, if any, due and payable by Tenant to Landlord, to the extent expressly set forth in this Lease. As used in this Lease, the term "**Rent**" shall include Annual Rent and Additional Rent.

Section 4.4 Payments. All Rent or other sums, if any, due Landlord under this Lease shall be paid by Tenant to Landlord at the address of Landlord set forth hereinafter for notices, or to such other person and/or at such other address as Landlord may direct by written notice to Tenant.

ARTICLE 5.
IMPOSITIONS AND UTILITIES

Section 5.1 Payment of Impositions. The Parties acknowledge that as of the Effective Date both Parties are Governmental Authorities and as such are not subject to payment of Impositions. The following provisions are included solely for purposes of addressing future change, such as, for example, assignment of this Lease to a non-Governmental Authority, or changes in Legal Requirements that impose payment of Impositions by Governmental Authorities (“**Future Change**”).

(a) Tenant will pay to the relevant Governmental Authority as the same become due, before delinquency, all Impositions that may be assessed, levied, confirmed, imposed or become a lien upon the Premises or any part thereof that become payable due to the occurrence of a Future Change.

(b) If such a Future Change occurs, it shall be Tenant’s responsibility to apply for and obtain any exemption from any such Impositions that may be imposed, which Tenant shall pay if necessary and which shall be at no expense to Landlord. However, Landlord agrees to cooperate with Tenant’s reasonable requests to assist in any such application for exemption.

(c) Tenant, at its sole cost and expense, in its own name or in the name of Landlord, may contest the validity or amount of any such Imposition relating to all or any portion of the Premises, in which event the payment thereof may be deferred during the pendency of such contest, if diligently prosecuted. As may be necessary or desirable, Landlord or Tenant, as applicable, upon the request of the other party, shall use its reasonable efforts to assist in any such proceeding to contest the validity or amount of any Imposition. Nothing contained in this Section 5.1, however, shall be construed to allow any such contested Imposition to remain unpaid for a length of time which shall permit the Premises, or any part thereof, to be sold by any Governmental Authorities for the non-payment of such Imposition.

(d) If Tenant shall fail to pay any Impositions before the same become delinquent, or as otherwise required pursuant to Section 5.2 hereof, Landlord, at its election, may pay such Impositions (but shall not be obligated to pay same), together with any interest and penalties due thereon, and the amount so paid by Landlord shall be repayable to Landlord by Tenant within forty five (45) days.

Section 5.2 Utilities. Tenant shall pay all utilities used, rendered or supplied upon or in connection with the Premises including, but not limited to, all charges for gas, electricity, light, heat or power, all telephone and other communications services, all water rents and sewer service charges, and all sanitation fees or charges levied or charged against the Premises during the Term. Landlord shall have no responsibility for the payment of utility costs for the Premises.

ARTICLE 6.
INSURANCE; INDEMNIFICATION

Section 6.1 Tenant's Insurance. During the Term, Tenant shall keep and maintain in force, at no cost or expense to Landlord, insurance in accordance with the Insurance Requirements of Exhibit D.

Section 6.2 Indemnification.

(a) Landlord's Indemnification of Tenant. Landlord hereby agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to Tenant) Tenant, its Board members, officers, agents, employees, and contractors (collectively, "**Tenant's Indemnitees**"), from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith, including, but not limited to, reasonable attorneys' fees and expenses (collectively, "**Claims**"), to the extent arising from or relating to Landlord's obligations under this Lease, or Landlord or Landlord's entry onto the Property, onto the Premises, or into the Excluded Area, except to the extent arising from or relating to the sole gross negligence or willful misconduct of the Tenant or Tenant's Indemnitees. The Landlord's obligations under this Section 6.2(a) shall survive the expiration of the Term or earlier termination of this Lease, and shall remain in full force and effect.

(b) Tenant's Indemnification of Landlord. Tenant hereby agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to Landlord) Landlord, its commissioners, councilmembers, officers, directors, affiliates, agents and employees (collectively, "**Landlord's Indemnitees**"), from and against any and all Claims, to the extent arising from or relating to Tenant's obligations under this Lease, the use and operation of the Improvements or Premises, or construction of Alterations, or entry into the Excluded Area, except to the extent arising from or relating to the sole gross negligence or willful misconduct of Landlord or Landlord's Indemnitees. The Tenant's obligations under this Section 6.2(b) shall survive expiration of the Term or other termination of this Lease, and shall remain in full force and effect.

ARTICLE 7.
MAINTENANCE, ALTERATIONS, REPAIRS AND REPLACEMENTS

Section 7.1 Maintenance of Premises. During the Term, at Tenant's sole cost and expense, Tenant shall keep and maintain the Premises, all Improvements, and all related appurtenances, in good and safe order, condition and repair and in compliance with all Legal Requirements affecting the Premises, including; custodial services; preventative maintenance; maintenance of any damage caused by theft or vandalism; repair and replacement of lights, exterior doors and windows, landscaping, fixtures, equipment, and any other necessary items; and shall pay the wages and salaries of Tenant's employees, contractors and consultants performing services at the Premises. Tenant shall be responsible for the cost of repairing or replacing any Improvements damaged in connection with Tenant's use of the Premises under this Lease, notwithstanding ordinary wear and tear. Tenant must make such repairs with materials as

originally installed, or, if not commercially available or if cost prohibitive, with materials, apparatus and facilities substantially similar in quality, appearance and durability to the materials, apparatus and facilities repaired, replaced or maintained.

Section 7.2 Maintenance of Excluded Area. Tenant shall promptly report to the Landlord any Excluded Area maintenance issues, of which it becomes aware. Tenant shall promptly notify Landlord of any damage to, or need for repairs of, any Excluded Area, of which it becomes aware. A failure by the Tenant to comply with this provision shall not constitute an Event of Default.

Section 7.3 Alterations to Premises. Tenant may make additions, alterations or changes (sometimes collectively referred to herein as “**Alterations**”) in or to the Improvements, subject, however, to the following conditions:

(a) No Alterations shall be made that are likely to impair the structural soundness of the Improvements;

(b) No Alterations of the Premises or new construction shall be undertaken, or the demolition of any portion thereof, without Tenant first presenting to Landlord complete plans and specifications therefor and obtaining Landlord’s prior written consent thereto (which consent shall not unreasonably be withheld so long as such Alterations will not violate the Legal Requirements or terms of this Lease or impair the value of the Improvements); provided, however, that Tenant may proceed with such Alterations or demolition to the extent needed to address a hazardous or emergency condition resulting from an event of Casualty, so long as Tenant informs Landlord of the work undertaken as soon as reasonably practicable thereafter; and

(c) No Alterations shall be undertaken until Tenant shall have procured, to the extent the same may be required from time to time, all permits and authorizations of all applicable Governmental Authorities and the consent of Landlord if required pursuant to Section 7.3(b) above. Landlord shall join in the application for such permits or authorizations whenever such action is necessary or helpful and is requested by Tenant, and shall use reasonable efforts to obtain such permits or authorizations; and

(d) Any Alterations shall be performed in good and workmanlike manner using new materials of the same or better quality as the original Improvements, or, if not commercially available or if cost prohibitive, with materials substantially similar in quality, appearance and durability to the materials originally installed, and in compliance with all applicable Legal Requirements and all applicable Insurance Requirements.

ARTICLE 8. MORTGAGES

Section 8.1 Mortgages. Tenant hereby agrees not to encumber, through a mortgage, deed of trust, security agreement, or collateral assignment, Tenant’s right, title, and interest in the Premises.

ARTICLE 9.
REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 9.1 Representations, Warranties and Covenants of Tenant. As an inducement to Landlord to enter into and to proceed under this Lease, Tenant warrants and represents to Landlord as follows, which warranties, representations and covenants are true and correct as of the Effective Date:

(a) Upon approval by Tenant's Governing Board, Tenant has the right, power and authority to enter into this Lease and the right, power and authority to comply with the terms, obligations, provisions and conditions contained in this Lease.

(b) The entry by Tenant into this Lease and the performance of all of the terms, provisions and conditions contained herein will not, or with the giving of notice or the passage of time, or both, would not, violate or cause a breach or default under any other agreements to which Tenant is a party or by which it is bound.

(c) Tenant: (i) shall not knowingly cause or permit any Hazardous Materials to be placed, held, located or disposed of on, under or at the Premises or any part thereof, except in commercially reasonable amounts used in the construction and operation of the Improvements and in accordance with Legal Requirements; and (ii) during the Term of the Lease, shall not knowingly cause or permit any Hazardous Materials contamination of the Premises or any part thereof.

(d) The use of the Premises by the Tenant, as contemplated in this Lease, is consistent with applicable Legal Requirements and Tenant is in compliance with all Legal Requirements applicable to the Premises.

(e) At all times during the Term, Tenant, or its authorized representative, shall use, maintain and operate the Premises and the Improvements thereon in accordance with all Legal Requirements and Regulatory Agreements.

(f) Tenant is not aware of any litigation, action, suit, proceeding, judgment, order, decree, or governmental investigation of any kind currently pending or threatened regarding the Premises, which would affect the Premises or the occupancy, use, or enjoyment thereof by Tenant.

(g) Tenant's use of the Premises does not fall under the jurisdiction of the Division of the State Architect, on the grounds that Tenant does not anticipate making, requesting, or otherwise requiring any modifications, design, or construction at the Premises.

Section 9.2 Hazardous Materials. The Parties agree as follows:

(a) Certain Covenants and Agreements. The Tenant hereby covenants and agrees that at all times during the Term:

(1) The Tenant shall not knowingly permit the Premises or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials in violation of any applicable Hazardous Materials Laws or

otherwise knowingly permit the presence of Hazardous Materials in, on or under the Premises in violation of any applicable law;

(2) The Tenant shall keep and maintain the Premises and each portion thereof in compliance with, and shall not cause or permit the Premises or any portion thereof to be in violation of, any applicable Hazardous Materials Laws;

(3) Upon receiving actual knowledge of the following, the Tenant shall immediately advise the Landlord in writing of:

(A) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against the Tenant or the Premises pursuant to any applicable Hazardous Materials Laws, to the extent such regulatory actions were initiated following the Effective Date;

(B) any and all claims made or threatened by any third party against the Tenant or the Premises relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in the foregoing clause (A) and this clause (B) are hereinafter referred to as “**Hazardous Materials Claims**”); or

(C) the presence of any Hazardous Materials in, on or under the Premises in such quantities which require reporting to a government agency.

(4) If the Landlord reasonably determines that the Tenant is not adequately responding to a Hazardous Material Claim or any condition in Sections 9.2(a)(3), the Landlord shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any such Hazardous Materials Claims.

(5) Unless otherwise required by applicable Legal Requirements, without the Landlord’s prior written consent, which shall not be unreasonably withheld or delayed, the Tenant shall not take any remedial action in response to the presence of any Hazardous Materials on, under, or about the Premises, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Materials Claims.

(b) Indemnity. Without limiting the generality of the indemnification set forth above, the Tenant hereby agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to the Landlord) the Landlord and Landlord’s Indemnitees from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgements, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, attorneys’ fees and expenses), to the extent arising directly or indirectly, in whole or in part, out of:

(1) the failure of the Tenant, or its employees, agents, or contractors, on or after the Effective Date to comply with any Hazardous Materials Law or Governmental Authority directive relating in any way whatsoever to the handling, treatment, presence, removal, storage, decontamination, cleanup, transportation or disposal of Hazardous Materials into, on, under or from the Premises;

(2) any release or discharge of any Hazardous Materials by the Tenant, or its employees, agents, or contractors, into, on, under or from the Premises, first arising on or after the Effective Date, or the presence in, on, or under the Premises of any Hazardous Materials that occurs on the Premises after the Effective Date; or

(3) any activity or omission of activity carried on or undertaken on or off the Premises, on or after the Effective Date, and whether by the Tenant or any employees, agents, contractors or subcontractors of the Tenant or any successor in title that is related to the Tenant occupying or present on the Premises, in connection with the handling, treatment, removal, storage, decontamination, cleanup, transport or disposal of any Hazardous Materials located or present on or under the Premises.

With respect to any residual contamination, the foregoing indemnity shall apply only to residual contamination first arising on or after the Effective Date on or under the Premises, or affecting any natural resources, and to any contamination of any property or natural resources first arising after the Effective Date in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Materials during the Term, and irrespective of whether any of such activities were or will be undertaken in accordance with Hazardous Materials Laws. The provisions of this subsection shall survive expiration of the Term or other termination of this Lease, and shall remain in full force and effect, but only with respect to the extent that the residual contamination was present prior to the expiration of the Term or other termination of this Lease. This indemnity obligation shall not extend to any claim arising solely from the Landlord's negligence or willful misconduct or from any Indemnitee's negligence or willful misconduct.

Section 9.3 As-Is Conveyance.

(a) Unless otherwise stated herein, this Lease is made "AS IS", with no warranties or representations by the Landlord concerning the condition of the Premises, including the presence or absence of any Hazardous Materials. Tenant hereby agrees and acknowledges that except in the event of any fraud, misrepresentation, or withholding of information by Landlord, (i) neither Landlord, nor anyone acting for or on behalf of Landlord, has made any representation, statement, warranty or promise to Tenant concerning the development potential or condition of the Premises; (ii) in entering into this Lease, Tenant has not relied on any representation, statement or warranty of Landlord, or anyone acting for or on behalf of Landlord, other than as may expressly be contained in writing in this Lease; (iii) all matters concerning the Premises have been or shall be independently verified by Tenant and that Tenant shall lease the Premises on Tenant's own prior examination thereof; and (iv) THAT TENANT IS LEASING THE PREMISES, AS APPLICABLE, IN AN "AS IS" PHYSICAL CONDITION AND IN AN "AS IS" STATE OF REPAIR.

(b) General Release. Subject to Section 9.3(a) above, Tenant and its owners, employees, agents, assigns and successors agree that upon the Effective Date, Tenant shall be deemed conclusively to have released and discharged Landlord and its agents, employees, trustees, assigns and successors, from any and all damages, losses, demands, claims, debts, liabilities, obligations, causes of action and rights, whether known or unknown, by Tenant regarding the Premises, including, but not limited to, the environmental condition of the Premises.

Section 9.4 Representations and Warranties of Landlord. Landlord represents and warrants that as of the Effective Date:

(a) Landlord has all requisite right, power and authority to lease the Premises to Tenant pursuant to this Lease, and Landlord has received no notice that any action or suit, or threat of any action or suit, exists that could prevent Landlord's execution or performance of this Lease or prevent Tenant's ability use the Premises pursuant to the terms and conditions of this Lease.

(b) Landlord has taken all necessary or appropriate actions, steps and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of, this Lease by Landlord.

(c) This Lease is a legal, valid and binding obligation of the Landlord, enforceable against it in accordance with its terms subject to and qualified by the effect of: (a) bankruptcy, insolvency, moratorium, reorganization and other laws relating to or affecting the enforcement of creditors' rights generally; and (b) general principles of equity.

ARTICLE 10. EMINENT DOMAIN

The following provisions of this Article 10 shall apply only in the event of a Taking by the State of California, a State agency or by the federal government.

Section 10.1 Termination of Lease. Landlord and Tenant agree that, in the event of a Taking such that Tenant reasonably determines that the Premises cannot continue to be operated, at reasonable cost, for its then current use, then this Lease shall, at Tenant's sole option, terminate as of the date of such Taking.

Section 10.2 Continuation of Lease and Presumption of Restoration. Landlord and Tenant agree that, in the event of a Taking that does not result in the termination of this Lease pursuant to Section 10.1 above, this Lease shall continue in effect as to the remainder of the Premises, and the Net Condemnation Award will be disbursed in accordance with Section 10.4 below to Tenant.

Section 10.3 Temporary Taking. If there shall be a temporary Taking with respect to all or any part of the Premises or of Tenant's interest in this Lease, then the Term shall not be reduced and Tenant shall continue to pay all Rents, Impositions and other charges required in this Lease, without reduction or abatement at the times specified; provided, however, that Tenant shall not be required to perform such obligations that Tenant is prevented from performing by reason of such temporary Taking.

Section 10.4 Award.

(a) Prior to the Closing, if there is a Taking, whether whole or partial Landlord shall be entitled to receive and retain any Net Condemnation Award. After the Closing, if there is a Taking, whether whole or partial, Landlord and Tenant shall be entitled to receive and retain

such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, or as may be otherwise agreed, taking into consideration the fact that Landlord's interest in the Premises is limited to the land (exclusive of the Improvements), as encumbered by this Lease, and a reversionary interest in the Premises upon the expiration of the Term.

(b) If the Premises shall be restored as is contemplated in Section 10.2 above, Tenant shall be entitled to recover the costs and expenses incurred in such restoration out of any Net Condemnation Award. Thereafter, if the condemning authority does not make separate awards, the Parties agree that any Net Condemnation Award will be allocated on a proportionate basis, taking into consideration the fact that Landlord's interest in the Premises is limited to the land (exclusive of the Improvements), as encumbered by this Lease, and a reversionary interest in the Premises upon the expiration of the Term.

(c) If the Parties are unable to agree as to amounts that are to be allocated to the respective interests of each Party, then each Party shall select an independent M.A.I. real estate appraiser (an "**Appraiser**"). Each Appraiser shall separately determine the amount of the balance of the Net Condemnation Award that is to be allocated to the interests of each Party. If the percentage of the balance of the Net Condemnation Award each Appraiser allocates to Landlord (i) are within ten percent (10%) of each other, the two allocations shall be averaged, and such average shall be the final allocation of the Net Condemnation Award, or (ii) are not within ten percent (10%) of each other, the two Appraisers shall then select a third Appraiser, who shall independently allocate the Net Condemnation Award between Landlord and Tenant, and the middle of such three allocations shall be the final allocation of the Net Condemnation Award.

ARTICLE 11. DAMAGE OR DESTRUCTION

Section 11.1 Damage or Destruction to Premises.

(a) Tenant shall give prompt written notice to Landlord after the occurrence of any fire, earthquake, act of nature or other casualty to, or in connection with, the Premises, the Improvements or any portion of them projected to cost in excess of Fifty Thousand Dollars (\$50,000) to remedy (a "**Casualty**").

(b) Subject to Section 11.2 below, if, during the Term, the Improvements shall be damaged or destroyed by Casualty, Tenant shall repair or restore the Improvements, so long as Tenant determines, in its sole discretion, that it is economically feasible to do so, to substantially the same condition in which they existed prior to the occurrence of such Casualty, and in such event Tenant provides or causes to be provided sufficient additional funds which, when added to such insurance proceeds, will fully effect such repair or restoration.

(c) Upon the occurrence of any such Casualty, Tenant, promptly and with all due diligence, shall apply for and collect all applicable insurance proceeds recoverable with respect to such Casualty. In the event that Tenant shall determine, by notice to Landlord given within thirty (30) days after receipt by Tenant of any such insurance proceeds, that it is not economically feasible to restore the Improvements and/or the Premises to substantially the same condition in

which they existed prior to the occurrence of such Casualty, then Tenant may, at its sole discretion, terminate this Lease as of a date that is not less than thirty (30) days after the date of such notice.

(d) If Tenant terminates this Lease pursuant to this Section 11.1, Tenant shall surrender possession of the Premises to Landlord immediately and assign to Landlord all of its right, title and interest in and to the proceeds from Tenant's insurance upon the Premises.

Section 11.2 Damage or Destruction Near End of Term. If, during the last seven (7) years of the Term, the Improvements shall be damaged by Casualty, then Tenant shall have the option, at its sole discretion, to be exercised within sixty (60) days after such Casualty: (a) to repair or restore the Improvements as hereinabove provided in this Article 11; or (b) to terminate this Lease by notice to Landlord, which termination shall be deemed to be effective as of the date of the Casualty. If Tenant terminates this Lease pursuant to this Section 11.2, Tenant shall surrender possession of the Premises to Landlord immediately and assign to Landlord all of its right, title and interest in and to the proceeds from Tenant's insurance upon the Premises, subject to Section 11.3 below.

Section 11.3 Distribution of Insurance Proceeds. In the event that this Lease is terminated pursuant to Sections 11.1 or 11.2 of this Lease, the insurance proceeds received as the result of such Casualty shall be paid to Tenant or, as applicable pursuant to Sections 11.1 and 11.2 above, assigned or paid over to Landlord.

ARTICLE 12. EVENTS OF DEFAULT

Section 12.1 Events of Default. Each of the following shall be an “**Event of Default**” by Tenant under this Lease:

(a) failure by Tenant to pay any undisputed Rent when due or to pay or cause to be paid any Impositions, if applicable, or insurance premiums, if such failure shall continue for a period of thirty (30) days after notice thereof has been given by Landlord to Tenant;

(b) failure by Tenant to adequately manage, operate, or maintain the Premises as required by this Lease;

(c) failure by Tenant to comply with the use covenants set forth in this Lease;

(d) abandonment of the Premises by Tenant;

(e) an attempt by Tenant to voluntarily or involuntarily undertake a Transfer in violation of this Lease, unless otherwise permitted herein;

(f) a determination by Landlord in its reasonable judgment that any of Tenant's certificates, documents, or schedules supplied to Landlord by Tenant were untrue in any material respect when made, or that Tenant concealed or failed to disclose a material fact from Landlord;

(g) failure by Tenant to perform, keep or observe any of the other terms, covenants, agreements, or conditions of this Lease other than as set forth in Section 12.1(a), if such failure shall continue for a period of sixty (60) days after written notice thereof has been given by Landlord to Tenant; provided, however, that if any such failure cannot reasonably be cured within such sixty (60) day period, then Landlord shall not have the right to terminate this Lease or Tenant's right to possession under this Lease so long as Tenant promptly commences the curing of any such failure and thereafter proceeds in good faith and with due diligence to remedy and correct such failure within a reasonable period of time;

(h) the subjection of any right or interest of Tenant in this Lease to attachment, execution or other levy, or to seizure under legal process, if not released within sixty (60) days;

(i) the appointment of a receiver, to take possession of Tenant's Estate or of Tenant's operations on the Premises for any reason, if such receivership is not terminated, dismissed or vacated within ninety (90) days after the appointment of the receiver;

(j) the filing by Tenant of a petition for voluntary bankruptcy under the Bankruptcy Code of the United States or any similar law, state or Federal, now or hereafter in effect;

(k) the filing against Tenant of any involuntary proceedings under such Bankruptcy Code or similar law, if such proceedings have not been vacated or stayed within ninety (90) days of the date of filing;

(l) the appointment of a trustee or receiver for Tenant or for all or the major part of Tenant's property or the Premises, in any involuntary proceeding, or taking of jurisdiction by any court over all or the major part of Tenant's property or the Premises in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of Tenant, if such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within ninety (90) days;

(m) a general assignment by Tenant for the benefit of creditors or Tenant's admittance in writing of its insolvency or inability to pay its debts generally as they become due or Tenant's consent to the appointment of a receiver or trustee or liquidator for Tenant, all or the major part of its property, or the Premises; or

(n) a default under the Master Dissolution Agreement.

Section 12.2 Rights and Remedies.

(a) At any time after the occurrence of an Event of Default under this Lease, subject in all respects to the provisions of this Lease regarding Landlord's rights to cure defaults by Tenant, Landlord, in addition to any other remedies available to Landlord at law or equity, may terminate this Lease by giving Tenant written notice thereof, setting forth in such notice an effective date for termination which is not less than two hundred (270) days after the date of such notice, in which event this Lease and Tenant's Estate created hereby and all interest of Tenant and all parties claiming by, through or under Tenant shall automatically terminate upon the effective date for termination as set forth in such notice, with the same force and effect and to the same

extent as if the effective date of such notice had been the date originally fixed in Article 2 hereof for the expiration of the Term. In such event, Landlord, its agents or representatives, shall have the right, without further demand or notice, to re-enter and take possession of the Premises (including all buildings and other Improvements comprising any part thereof) at any time from and after the effective termination date without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or existing breaches of covenants. Notwithstanding anything to the contrary in the foregoing, Landlord shall not initiate any effort to terminate this Lease within the first year after the Effective Date, unless the Tenant's Event of Default is due to wholesale waste of the Premises or the conduct of illegal activities at the Premises.

(b) Landlord may institute an action for specific performance of the terms of this Lease to the extent that such action is available at law or in equity with respect to the Event of Default.

(c) Upon the exercise of Landlord's remedies pursuant to this Section 12.2, Tenant shall execute such releases, deeds and other instruments in recordable form as Landlord shall reasonably request in order to accurately set forth of record the then current status of Tenant's Estate and Tenant's rights under this Lease.

Section 12.3 Deficiency Judgments. Landlord agrees that it shall not be entitled to seek a personal judgment against Tenant and that upon any Event of Default under this Lease, the rights of Landlord to enforce the obligations of Tenant, its successors or assigns, or to collect any judgment, shall be limited to the termination of this Lease and of Tenant's Estate and the enforcement of any other rights and remedies specifically granted to Landlord under this Lease, provided, however, that the limitations set forth in this Section 12.3 shall not be applicable to: (a) fraud; (b) misappropriation of any Net Condemnation Award or insurance proceeds; or (c) misappropriation of any funds that Tenant now or hereafter holds or controls for the benefit of or otherwise belonging to Landlord.

Section 12.4 Default by Landlord.

(a) **Events of Default.** Landlord shall be in default of this Lease if it fails to perform any provision of this Lease that it is obligated to perform or if any of Landlord's representations or warranties is untrue or becomes untrue in any material respect, and if the failure to perform or the failure of such representation or warranty is not cured within sixty (60) days after written notice of the default has been given to Landlord. If the default cannot reasonably be cured within sixty (60) days, Landlord shall not be in default of this Lease if Landlord commences to diligently and in good faith continues to cure the default until completion.

(b) **Right to Cure; Tenant's Remedies.** If Landlord shall have failed to cure a default by Landlord after expiration of the applicable time for cure of a particular default, Tenant, at its election and sole discretion, but without obligation therefor, may terminate this Lease by giving Landlord written notice thereof, setting forth in such notice an effective date for termination which is not less than two hundred (270) days after the date of such notice, in which event this Lease and Tenant's Estate created hereby and all interest of Tenant and all parties claiming by, through or under Tenant shall automatically terminate upon the effective date for termination as set forth in such notice, with the same force and effect and to the same extent as if the effective

date of such notice had been the date originally fixed in Article 2 hereof for the expiration of the Term.

ARTICLE 13.
DISPUTE RESOLUTION

Section 13.1 Meet and Confer. Before resorting to mediation, nonbinding arbitration, or other legal process, the Parties shall meet and confer and attempt to resolve any dispute arising from or relating to this Lease, subject to the following provisions:

(a) Any Party desiring to meet and confer shall so advise the other Party pursuant to a written notice. Within fifteen (15) days after provision of that written notice by the Party desiring to meet and confer, the Parties shall meet and attempt to amicably resolve their dispute. Each Party shall send to the meeting a person with full authority to resolve the dispute. If any dispute remains unresolved at the end of the meeting, either Party shall have the right to invoke the following mediation process:

(i) Any dispute that remains unresolved after the meet and confer shall promptly be submitted to nonbinding neutral mediation before a mutually acceptable, neutral retired judge or justice with the Judicial Arbitration and Mediation Service (“**JAMS**”), located at Two Embarcadero Center, Suite 1500, San Francisco, California 94111 (“**JAMS San Francisco Office**”). If, within five (5) days after the meet and confer, the Parties are unable to agree upon the selection of a neutral mediator, then the first available judge or justice at the JAMS San Francisco Office shall serve as the neutral mediator.

(ii) The Parties agree to commit to at least one (1) full day to the mediation process. The costs of the mediator, if any, will be paid for by each Party on an equal basis. If a mediated settlement is reached, no Party shall be the prevailing party for the purposes of the resolution of the dispute.

(iii) Unless required by Legal Requirements, no Party shall be permitted to file legal action without first following the provisions within this Section 13.

ARTICLE 14.
QUIET ENJOYMENT AND POSSESSION; INSPECTIONS

Section 14.1 Quiet Enjoyment. Landlord covenants and warrants that Tenant, upon Debt Discharge referenced in this Lease and upon performance and observance of all of its covenants contained in this Lease, shall peaceably and quietly have, hold, occupy, use and enjoy, and shall have the full, exclusive and unrestricted use and enjoyment of, all of the Premises during the Term, subject only to the provisions of this Lease and all applicable Legal Requirements.

Section 14.2 Landlord’s Right of Inspection. Notwithstanding Section 14.1 above, Landlord, in person or through its agents, upon reasonable prior notice to Tenant, shall have the right, subject to the rights of Tenant(s), to enter upon the Premises for purposes of reasonable inspections performed during reasonable business hours in order to assure compliance by Tenant

with its obligations under this Lease. In addition to the aforementioned inspection rights, Tenant hereby grants a right of access to the Landlord or any of its authorized representatives, with respect to any non-privileged and disclosable books, documents, papers, or other records related to this Lease in order to make audits, examinations, excerpts, and transcripts.

ARTICLE 15.
VACATION OF PREMISES

Section 15.1 Surrender. Tenant covenants that upon any termination of this Lease, whether by lapse of time or because of any of the conditions or provisions contained herein, Tenant will peaceably and quietly yield and surrender possession of the Premises to Landlord in as good condition as of the Effective Date, ordinary wear and tear excepted. An action of forcible detainer shall lie if Tenant holds over after a demand for possession is made by Landlord.

(a) All Tenant's furniture and personal property, including any modular buildings, installed or placed on the Premises during the Term shall be removed by Tenant at the expiration or termination of this Lease.

(b) If the Tenant fails to remove any such furniture or personal property, including any modular buildings, that is entitled for removal under this section, within thirty (30) days of the expiration or earlier termination of the Lease, Landlord may dispose of such furniture and/or personal property, subject to the provisions of this Lease and all applicable Legal Requirements, the reasonable costs of which the Tenant shall be responsible.

Section 15.2 No Right to Possession after Termination. Tenant has no right to retain possession of the Premises or any part thereof beyond the expiration or earlier termination of this Lease. Any holding over by Tenant (or any successor-in-interest to Tenant) after the expiration or earlier termination of this Lease shall be construed to be a tenancy at sufferance on all of the terms and conditions set forth herein to the extent not inconsistent with a tenancy at sufferance. Acceptance by Landlord of Rent or any other sum payable hereunder after such expiration or earlier termination shall not result in an extension or renewal of this Lease. If Tenant fails to surrender the Premises upon the expiration or earlier termination of this Lease, Tenant shall indemnify, defend and hold harmless Landlord from and against all loss, damage, cost, liability or expense (including, without limitation, attorneys' fees and expenses) resulting from or relating to such failure to surrender the Premises including, without limitation, any Claim made by any succeeding Tenant.

Section 15.3 Waiver of Relocation Benefits. Tenant hereby waives any rights that it may have for relocation benefits or assistance as a result of termination of this Lease, and hereby releases Landlord from any liability for such benefits or assistance.

ARTICLE 16.
NON-MERGER

Except upon expiration of the Term or upon termination of this Lease pursuant to an express right of termination set forth herein, there shall be no merger of either this Lease or

Tenant's Estate created under this Lease with the fee estate of the Premises or any part thereof by reason of the fact that the same person may acquire, own or hold, directly or indirectly: (a) this Lease, Tenant's Estate created under this Lease or any interest in this Lease or Tenant's Estate (including the Improvements), and (b) the fee estate in the Premises or any part thereof or any interest in such fee estate (including the Improvements), unless and until all persons, including any assignee of Landlord, having an interest in: (i) this Lease or Tenant's Estate created under this Lease; and (ii) the fee estate in the Premises or any part thereof, shall join in a written instrument effecting such merger and shall duly record the same.

ARTICLE 17.
ASSIGNMENTS AND TRANSFERS

Section 17.1 Consent Required. Subject to the terms of, and except as expressly provided in this Lease, Tenant shall not, without the prior written consent of Landlord, sell, assign, hypothecate, or transfer this Lease or any interest therein ("**Transfer**"). A Transfer shall be deemed to include any attempt by Tenant to make or permit any voluntary or involuntary, total or partial, sale, lease, assignment, conveyance, pledge, encumbrance, or other transfer of any or all of the Premises, the Improvements, any equipment related thereto, or this Lease. Any person to whom any Transfer is attempted without such consent shall have no Claim, right or remedy whatsoever under this Lease against Landlord, and Landlord shall have no duty to recognize any person claiming under or through the same. Landlord shall have the right to Transfer the Excluded Area for rehabilitation and adaptive reuse pursuant to Section 2.1(a).

Section 17.2 Limitations on Consent Requirement. Notwithstanding the foregoing, the consent of Landlord shall not be required for grants and easements for the establishment, operation, and maintenance of utility services.

Section 17.3 Subsequent Assignment. In cases where Landlord's consent is required, Landlord's consent to one assignment will not waive the requirement of its consent to any subsequent assignment.

Section 17.4 Request for Consent. If Tenant requests Landlord's consent to a specific assignment, Tenant shall provide to Landlord such information as may reasonably be required by Landlord.

ARTICLE 18.
PARTICULAR COVENANTS

Section 18.1 Non-Discrimination.

(a) Tenant shall not discriminate against, or segregate any person or group of persons on the grounds of race, color, creed, religion, sex, sexual orientation, condition of Acquired Immune Deficiency Syndrome ("**AIDS**") or AIDS related complex, marital status, national origin or ancestry, disability, age (other than senior housing permitted by law) or source of income (including rental housing subsidies) in the lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Premises nor shall Tenant, or any person claiming under or through Tenant,

establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of Tenant, subtenants, or vendees of the Premises. The foregoing covenant shall run with the land.

(b) Landlord shall be entitled to invoke any remedies available at law or in equity to redress any breach of this Section 18.1 or to compel compliance therewith by Tenant. The obligations of Tenant and Landlord to comply with Section 18.1(a) above shall inure to the benefit of each other. Landlord shall be entitled to invoke any remedies available at law or in equity to redress any breach of this Article 18 or to compel compliance therewith by Tenant.

Section 18.2 Employment Nondiscrimination. Tenant, its successors, assigns, contractors and subcontractors may not discriminate against any employee or applicant for employment in connection with the Premises on the basis of race, color, ancestry, national origin, religion, sex, sexual preference, marital status, AIDS or AIDS-related complex, or physical or mental disability. Each of the following activities shall be conducted in a nondiscriminatory manner: hiring; upgrading; demotion and transfers; recruitment and recruitment advertising; layoff and termination; rates of pay and other forms of compensation; and selection for training, including apprenticeship. Tenant, and its successors, assigns, contractors and subcontractors may not retaliate against, threaten, or harass employees based on immigration status.

ARTICLE 19. MISCELLANEOUS PROVISIONS

Section 19.1 Integration; Amendments. This Lease, together with the Exhibits incorporated by reference, constitutes the entire understanding between the Parties with respect to the transaction contemplated by this Lease. This Lease may be modified or amended only upon the mutual written agreement of the Parties.

Section 19.2 Governing Law. This Lease, and the rights and obligations of the Parties under this Lease, shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in the County of Alameda.

Section 19.3 Binding Effect. This Lease shall inure to the benefit of and be binding upon the Parties hereto, their heirs, successors, administrators, executors and permitted assigns except that there shall be no transfer of any interest of any of the Parties hereto except pursuant to the terms of this Lease. The Parties intend that the covenants contained in this Lease shall constitute covenants running with the land and shall bind the Premises and every person having an interest in the Premises during the Term. Tenant agrees for itself and for its successors that in the event that a court of competent jurisdiction determines that the covenants herein do not run with the land, such covenants shall be enforced as equitable servitudes against the Premises. Nothing in this Section 19.3 shall in any way alter the provisions against assignment or subletting in this Lease.

Section 19.4 Severability. In the event any provision or portion of this Lease is held by any court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

Section 19.5 Captions. All captions, headings, paragraphs, subparagraphs, letters and other reference captions are solely for the purpose of facilitating convenient reference to this Lease, shall not supplement, limit or otherwise vary the text of this Lease in any respect, and shall be wholly disregarded when interpreting the meaning of any terms or provisions hereof. All references to particular articles, sections, subsections, paragraphs and subparagraphs by number refer to the text of such items as so numbered in this Lease.

Section 19.6 Gender. Words of any gender used in this Lease shall be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Section 19.7 Exhibits. Each and every exhibit referred to or otherwise mentioned in this Lease is attached to this Lease and is and shall be construed to be made a part of this Lease by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full at length every time it is referred to and otherwise mentioned.

Section 19.8 References. All references to paragraphs or subparagraphs shall be deemed to refer to the appropriate paragraph or subparagraph of this Lease. Unless otherwise specified in this Lease, the terms “herein”, “hereof”, “hereinafter”, “under this Lease” and other terms of like or similar import, shall be deemed to refer to this Lease as a whole, and not to any particular paragraph or subparagraph hereof.

Section 19.9 Rights Cumulative. Except as expressly limited by the terms of this Lease, all rights, powers and privileges conferred under this Lease shall be cumulative and not restrictive of those provided at law or in equity.

Section 19.10 Notices. All formal notices, requests, demands, or other communications required or permitted to be given under this Lease shall be in writing and shall be addressed and delivered by hand or by certified mail, return receipt requested, or by overnight or hand delivery by a recognized, reputable delivery service or courier, to each Party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any Party, from time to time, may change its address for notices under this Lease. Either Party may, by notice to the other Party given pursuant to this Lease, specify additional or different addresses for notice purposes.

To Landlord: City of Oakland
 Economic & Workforce Development Department
 Real Estate Division
 250 Frank H. Ogawa Plaza, 4th Floor
 Oakland, CA 94612
 Attn: Real Property Asset Manager

With a copy to: Office of the City Attorney
One Frank H. Ogawa Plaza, 6th Floor
Oakland, CA 94612
Attn: Supervising City Attorney for Real Estate

To Tenant: Oakland Unified School District
1000 Broadway, Suite 300
Oakland, CA 94607
Attn: General Counsel's Office

Section 19.11 Time of Essence. Time is and shall be of the essence in this Lease.

Section 19.12 Relationship of Parties. In no event shall this Lease be construed as creating a legal partnership, joint venture, employment, or agent/principal relationship between the Parties.

Section 19.13 Litigation. Tenant shall promptly give notice in writing to Landlord of any litigation pending or threatened against the Tenant in which the amount claimed is in excess of One Hundred Thousand Dollars (\$100,000) and relates to the Premises.

Section 19.14 Waiver. Any waiver by Landlord of an obligation in this Lease must be in writing and executed by an authorized agent of Landlord. No waiver will be implied from any delay or failure by Landlord to take action on any breach or event of default of Landlord or to pursue any remedy allowed under this Lease or applicable law. Any extension of time granted to Tenant to perform any obligation under this Lease shall not operate as a waiver or release from any of its obligations under this Lease. Consent by Landlord to any act or omission by Tenant shall not be construed to be a consent to any other act or omission or to waive the requirement for Landlord's written consent to future waivers.

Section 19.15 Enforced Delay. Performance by either Party under this Lease shall not be deemed to be in default where delays or default are due to war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of nature; acts of the public enemy; epidemics; pandemic; quarantine restrictions; freight embargoes; lack of transportation; or unusually severe weather ("**Enforced Delay**"). An extension of time for any such cause shall be for the period of the Enforced Delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause. Times of performance under this Lease may also be extended in writing by Landlord and Tenant. On conditions acceptable to both Parties, Landlord and Tenant may elect, in a mutually executed writing, to terminate this Lease as a result of or related to an Enforced Delay, which renders repairs to, or replacement of, the Premises financially unfeasible.

Section 19.16 Interpretation. In interpreting this Lease, it shall be deemed to have been prepared jointly by the Parties and no ambiguity shall be resolved against either Party on the premise that it, or its attorney, was responsible for drafting this Lease or any provision hereof.

Section 19.17 Attorneys' Fees. In the event any legal action is commenced to interpret or to enforce the terms of this Lease, or to collect damages as a result of any breach of this Lease, the Party prevailing in any such action shall be entitled to recover against the Party not prevailing all reasonable attorneys' fees and costs incurred in the action.

Section 19.18 Reasonable Approvals. The approval of Party of any documentation or submissions herein called for shall not be unreasonably withheld, delayed or conditioned.

Section 19.19 Landlord Approvals. Whenever a reference is made herein to an action or approval to be undertaken by Landlord, the City Administrator, or his or her designee, are authorized to act on behalf of Landlord, unless specifically provided otherwise. If the City disapproves or fails to give its approval or consent, the request shall be considered disapproved. Notwithstanding any other provision of this Lease, the approval or consent of the Landlord for any matter or item required to be approved by the Landlord under this Lease shall not impose any liability on the Landlord with respect to such matter or item, which matter or item shall remain the sole responsibility of the Tenant.

Section 19.20 Counterparts. This lease may be executed in one or more counterparts, each of which shall constitute an original, but all of which shall constitute one and the same agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, this Lease is made and entered into as of the Effective Date.

LANDLORD:

City of Oakland,
a municipal corporation

By: _____
Name: _____
Title: _____

Approved as to form and legality:

By: _____
Name: _____
Title: _____

TENANT:

Oakland Unified School District,
a public school district organized and existing
under the laws of the State of California

By: _____
Dr. Kyla Johnson-Trammell
Superintendent

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

[Attached]

EXHIBIT B

SITE PLAN

[Attached]

EXHIBIT C

EXCLUDED AREA

[Attached]

EXHIBIT D

INSURANCE REQUIREMENTS

[Attached]

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Attachment G

PROGRAM TRANSFER AGREEMENT

(Chabot Space and Science Center)

THIS PROGRAM TRANSFER AGREEMENT (Chabot Space and Science Center) (“**Program Transfer Agreement**”) is entered by the Chabot Space & Science Center Foundation, a California non-profit public benefit corporation (“**Foundation**”), Chabot Space & Science Center Joint Powers Agency, a joint powers agency (“**Chabot JPA**”), and Eastbay Astronomical Society, a California non-profit public benefit corporation (“**EAS**”). Foundation, Chabot JPA, and EAS are sometimes referred to herein individually as a “**Party**,” and collectively as the “**Parties**.”

RECITALS

A. Foundation, Chabot JPA, City of Oakland, a municipal corporation (“**City**”), Oakland Unified School District, a California public school district organized and existing under the laws of the State of California (“**OUSD**”), East Bay Regional Park District, a California special district (“**EBRPD**”), and EAS entered into that certain Master Dissolution and Transfer Agreement dated as of _____, 2021 (the “**Master Agreement**”) to effect the transition of operations of the Chabot Space and Science Center (the “**Center**”) to the Foundation. Terms not defined herein shall have the meaning set forth in the Master Agreement.

B. The Master Agreement, among other things, required the Parties to enter into this Program Transfer Agreement.

C. The Master Agreement also required that each of the City, OUSD, EBRPD and EAS waive any and all rights such Party may have in the Acquired Assets (as defined below) and to join with the Chabot JPA in the assignment of the Acquired Assets to the Foundation.

D. The Parties now desire to enter into this Program Transfer Agreement to address certain obligations set forth in the Master Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Termination of Operating Agreement.** On the Effective Date (as defined in Section 7 below), the Operating Agreement dated May 19, 2004, by and between the Chabot JPA and Foundation regarding the Foundation’s use of the Center and services of Chabot JPA personnel (“**JPA/Foundation Operating Agreement**”) will terminate.

2. **Contribution of Assets by Chabot JPA.** Upon the terms and subject to the conditions set forth in this Program Transfer Agreement, on the Effective Date the Chabot JPA will assign, transfer, convey, contribute and deliver to Foundation, and Foundation will acquire, all of the Chabot JPA’s right, title and interest in, to and under the Acquired Assets.

a. **Acquired Assets.** The term “**Acquired Assets**” means the assets assigned to the Foundation under the Assignment, Waiver and Consent Agreement in the form attached as **Exhibit B** (the “Assignment Agreement”), collectively, cash available from the operation of the Center, and all of the business, properties, furniture and equipment, computers, assets, contracts,

vendor licenses and other agreements entered into by the Chabot JPA in connection with the Center (except the JPA Agreement, City-JPA Ground Lease, and Access License Agreement), grant agreements and other accounts receivable, customer lists, goodwill, Center Telescopes, Trademarks listed in Exhibit A to the JPA/Foundation Operating Agreement, and all other rights of the Chabot JPA of whatever kind and nature, real or personal, tangible or intangible, related to the Center and owned by the Chabot JPA as of the Effective Date, and such other assets and rights, all as described on the attached Schedule 1.

b. Retained Assets. Only the Acquired Assets are being transferred by the Chabot JPA to Foundation under this Program Transfer Agreement. The Chabot JPA is not transferring any interest in the Retained Assets. The term “Retained Assets” includes (i) cash retained as reasonably necessary to cover liabilities payable by the Chabot JPA, as provided by Section 3.03 (b) and (c) of the JPA Agreement, and (ii) books of account, general, financial, and accounting records, files, invoices and similar data owned by the Chabot JPA related to the Center (collectively, “Chabot JPA Data”).

3. Contribution of Assets by EAS. EAS acknowledges that:

a. Pursuant to the “Grant Through Irrevocable Dedication” provided by EAS to the Chabot JPA pursuant to Exhibit A-1 of the JPA Agreement, all items there listed which remain in the possession of the Center are the property of the Chabot JPA and pursuant to this Program Transfer Agreement therefore will be transferred to the Foundation.

b. The “Long Loan For Life of Chabot Space & Science Center,” provided by EAS to Chabot JPA pursuant to Exhibit A-1 of the JPA Agreement, shall continue for the benefit of the Foundation.

4. Assumption of Liabilities. Excluding the OUSD Loan to be satisfied in accordance with the Master Agreement, and as set forth in the Termination and Quitclaim Deed and City-OUSD Mtn. Blvd. Lease, the Foundation will assume all debts of the Chabot JPA upon the terms and subject to the conditions of this Program Transfer Agreement. Effective as of the Effective Date, the Foundation will assume, pay, perform and discharge when due and indemnify Chabot JPA and hold Chabot JPA harmless from and against the Assumed Liabilities. The term “Assumed Liabilities” means (i) agreements of the Program assigned to and assumed by Foundation under the Assignment Agreement in the form of Exhibit B, and (ii) all liabilities arising out of, related to or incurred in connection with the operation of the Center on or after the Effective Date.

5. Representations.

a. Representations and Warranties of the Chabot JPA. The Chabot JPA hereby represents and warrants to Foundation, as follows:

(i) Liens. Although to the best of its knowledge the Chabot JPA has good and marketable title to the Acquired Assets, notwithstanding anything to the contrary herein, the Acquired Assets will be assigned and transferred to Foundation “as is” and subject to any and all liens, mortgages, encumbrances and security interests of any nature whatsoever. Schedule 2 contains a list of all known liens, mortgages, encumbrances and security interests attached to any

of the Acquired Assets. Upon the terms and subject to the conditions of this Program Transfer Agreement, the Chabot JPA will use all good faith efforts, which will include executing and filing such instruments and documents with appropriate regulatory authorities, to remove any liens, encumbrances and security interests on the Acquired Assets of which it becomes aware and which have been extinguished or terminated by operation of law, or because the obligations relating thereto have been paid.

(ii) **Litigation.** Excepting only the Pending Claims set forth on **Schedule 3**, the Chabot JPA is not a party to any pending, or to its knowledge, threatened action, suit, proceeding or investigation, at law or in equity or otherwise in, for or by any court, governmental entity, board, commission, arbitration panel, agency, department or office arising from, relating to, or in any way materially affecting the Acquired Assets, whether relating to its assets, employees, or other third parties.

(iii) **Disclaimers.**

A. Except as expressly set forth herein, the Chabot JPA hereby disclaims any express or implied representation or warranty of any kind or nature as to the Acquired Assets or the transactions contemplated in this Program Transfer Agreement, including, without limitation, (1) the fair market value of the Acquired Assets, (2) the nature, physical or environmental condition, safety or any other aspect of the Acquired Assets or the Acquired Assets' compliance with applicable laws, ordinances, rules and regulations, or (3) any other matter relating to the Acquired Assets.

B. Without limiting the foregoing, Foundation hereby acknowledges that the Acquired Assets will be transferred to Foundation, and Foundation will acquire the Acquired Assets, "AS IS", "WHERE IS" and "WITH ALL FAULTS" and, except for the express representations and warranties contained in this Program Transfer Agreement, there are no representations or warranties, express or implied, made by the Chabot JPA in connection with the transactions contemplated in this Program Transfer Agreement. Foundation acknowledges and agrees that (1) Foundation will rely upon its own due diligence in determining whether the Acquired Assets are suitable; (2) Foundation has been given a reasonable opportunity to inspect and investigate the Acquired Assets, either independently or through agents and experts of Foundation's choosing; (3) Foundation is acquiring the Acquired Assets based exclusively upon Foundation's own investigations and inspections thereof; (4) the Chabot JPA has no obligation to repair or correct any facts, circumstances, conditions or defects or compensate Foundation therefor; and (5) by reason of all of the foregoing, Foundation will assume the full risk of any loss or damage occasioned by any fact, circumstance, condition or defect pertaining to the Acquired Assets.

b. **General Representations and Warranties of the Parties.** Each Party represents, warrants and covenants to all of the other Parties as of the Effective Date that the following are true and correct:

(i) It is in good standing under the laws of the State of California and is authorized to carry on, and do business in the State of California, as such business is now conducted, and to perform its obligations under this Program Transfer Agreement;

(ii) It has the full right, power and lawful authority to enter into this Program Transfer Agreement, and its execution and delivery of this Program Transfer Agreement by it, or on its behalf, has been fully authorized by all requisite actions;

(iii) The execution, delivery and performance of its obligations under this Program Transfer Agreement will not violate any laws, regulations, or rules, nor to its knowledge, constitute a breach or default under any contract, agreement, or instrument to which it is a party, or any judicial or regulatory decree or order to which it is a party, or by which it is bound;

(iv) It has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, been adjudicated insolvent or bankrupt, petitioned a court for the appointment of any receiver of or trustee for it or any substantial part of its property subject to the terms of this Program Transfer Agreement, or commenced any proceeding relating to it under any reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether now or later in effect. There has not been commenced, nor is there pending against it, any proceeding of the nature described in the first sentence of this subsection. No order for relief has been entered with respect to it under the Federal Bankruptcy Code. The foregoing notwithstanding, the Parties hereto acknowledge that the Chabot JPA will be dissolved as a result of the Master Agreement and implementation of the Dissolution and Transfer Program.

(v) This Program Transfer Agreement, when executed by a Party and delivered into Escrow, shall constitute its legal, valid and binding obligation. No consent, approval, or authorization of any third person to its execution, delivery, and performance of this Program Transfer Agreement is required, other than consents, approvals, and authorizations which have already been unconditionally given.

c. **Survival of Warranties.** The representations, warranties and covenants contained in this **Section 5** will survive the Effective Date and the termination of this Program Transfer Agreement.

6. **Conditions Precedent.**

a. **Conditions to the Obligations of Foundation.** The obligation of Foundation to accept the Acquired Assets and assume the Assumed Liabilities will be subject to the satisfaction on, and as of, the Effective Date of the conditions precedent to Closing set forth in the Joint Escrow Agreement Instructions, and of each of the following conditions, unless expressly waived by Foundation in writing:

(i) **Representations and Warranties.** The representations and warranties of the Chabot JPA set forth in this Program Transfer Agreement shall be true and correct in all material respects as of the Effective Date, except as otherwise specifically contemplated by this Program Transfer Agreement.

(ii) **Chabot JPA's Performance.** The Chabot JPA shall have performed in all material respects all covenants required by this Program Transfer Agreement to be performed by it, on or before, the Effective Date.

b. **Conditions to the Obligations of the Chabot JPA.** The obligation of the Chabot JPA to assign, convey, and deliver the Acquired Assets and transfer the Assumed Liabilities to Foundation, is subject to the satisfaction on, and as of, the Effective Date of each of the conditions of the Joint Escrow Instructions, and the following conditions, unless waived by the Chabot JPA in writing:

(i) **Representations and Warranties.** The representations and warranties of the Foundation set forth in this Program Transfer Agreement shall be true and correct in all material respects as of the Effective Date, except as otherwise specifically contemplated by this Program Transfer Agreement.

(ii) **Foundation's Performance.** The Foundation shall have performed in all material respects all covenants required by this Program Transfer Agreement to be performed by it on, or before, the Effective Date.

(iii) **No Restraining Action.** There shall be no litigation or other proceedings pending or threatened against the Chabot JPA, or Foundation, seeking to enjoin, prevent, set aside or otherwise challenge the consummation of the transactions contemplated herein.

(iv) **Third Party Consents.** The Parties shall have obtained all third-party and governmental consents, waivers, authorizations, approvals material to the transfer of the Acquired Assets and Assumed Liabilities and will have made all filings and given all notices required in connection with the consummation of the transactions contemplated by this Program Transfer Agreement, except as to those matters which it is reasonable to assume will be satisfied, or otherwise resolved, within a reasonable period of time after the Closing on a basis that is not likely to have a material adverse effect on the ownership of the Acquired Assets and the operation of the Center by Foundation on, and after, the Effective Date.

(v) **Foundation Governance.** The organizational documents of Foundation shall provide the following, which will be true as of the Effective Date:

A. Foundation shall be governed by a thirty five (35) person Board of Directors;

B. The Foundation Board shall have approved the Amended and Restated Articles of Incorporation and Bylaws of Foundation as shown in **Exhibits C and D,** with such amendments to take effect on the Effective Date.

(vi) **Insurance.** Foundation shall have obtained, and shall have in effect, insurance policies and contracts insuring Foundation, its operations, properties and employees, which shall have been reviewed and approved in advance by the Chabot JPA.

7. **Closing.**

a. **Effective Date.** The closing of the transactions contemplated by this Program Transfer Agreement (the “**Closing**”) will be effective on the date of the Closing of the Escrow provided in the Master Agreement. The date of the Closing is referred to as the “**Effective Date.**”

b. **Chabot JPA Obligations at Closing.** At the Closing, the Chabot JPA will deliver to Foundation the following documents and instruments, fully executed by the Chabot JPA, as appropriate, in exchange for delivery of the items specified in **Section 6.c** below:

(i) Cash as of the Effective Date, equal to the sum of (A) [] plus (B) all cash, held in Chabot JPA revenue accounts as of _____, transferred to an account designated by Foundation by written notice at least 10 days before the Effective Date;

(ii) The original Bill of Sale and Assignment in the form attached as **Exhibit A** transferring title to the Acquired Assets to Foundation;

(iii) Original counterparts of the Assignment Agreement in the form attached as **Exhibit B** assigning certain agreements to Foundation;

(iv) A certificate certifying that (A) the representations and warranties of the Chabot JPA set forth in this Program Transfer Agreement shall be true and correct in all material respects as of the Effective Date, except as otherwise specifically contemplated by this Program Transfer Agreement, and (B) the Chabot JPA has performed in all material respects all covenants required by this Program Transfer Agreement to be performed by it on, or before, the Effective Date; and

(v) Such other instruments and documents as may reasonably be necessary to effectuate the transactions contemplated by this Program Transfer Agreement.

c. **Foundation’s Obligations at Closing.** At the Closing, Foundation will deliver to the Chabot JPA the following documents and instruments, fully executed by Foundation, as appropriate, in exchange for delivery of the items specified in **Section 7(b)** above:

(i) original counterparts of Foundation’s acceptance of the assignment of certain agreements under the Assignment Agreement in the form attached as **Exhibit B**;

(ii) a certificate certifying that (A) the representations and warranties of Foundation set forth in this Agreement are true and correct in all material respects as of the Effective Date, except as otherwise specifically contemplated by this Program Transfer Agreement, and (B) Foundation has performed in all material respects all covenants required by this Program Transfer Agreement to be performed by it on, or before, the Effective Date; and

(iii) such other instruments and documents as may reasonably be necessary to effectuate the transactions contemplated by this Program Transfer Agreement.

8. Covenants.

a. Post-Closing Obligations.

(i) If on or after the Effective Date, the Chabot JPA receives payment in respect of receivables that are included in the Acquired Assets, then the Chabot JPA shall promptly forward such payment to Foundation.

(ii) Upon reasonable request, and at Foundation's cost, the Chabot JPA shall grant Foundation reasonable access to Chabot JPA Data to the extent reasonably necessary for Foundation to operate the Program.

(iii) The Chabot JPA will perform an internal audit of the Acquired Assets and Assumed Liabilities not later than one hundred eighty (180) days following the Effective Date. The Parties agree and acknowledge that the Acquired Assets and Assumed Liabilities will be subject to adjustment in the event of an accounting or administrative error or oversight or any other circumstances giving rise to a material change in determining the assets and liabilities that are transferred on the Effective Date. In the event that the Chabot JPA determines that an adjustment is necessary, the Chabot JPA will notify Foundation in writing of any adjustment required no later than the expiration of such one hundred eighty (180) day period. An adjustment may be accomplished in any manner agreeable to the Parties, including, but not limited to, a transfer of assets, assumption of liabilities or assignment of rights or assumption of obligations under any contract or agreement.

b. Further Assurances.

(i) On and after the Effective Date, the Chabot JPA will (A) give such further assurances to Foundation and will execute, acknowledge and deliver all such acknowledgements, assignments and other instruments and take such further actions as may be reasonably necessary or appropriate to effectively vest in Foundation the full legal and equitable title to the Acquired Assets, and (B) use its best efforts to assist Foundation in the orderly transition of the operations acquired by Foundation.

(ii) On and after the Effective Date, Foundation will (A) give such further assurances to the Chabot JPA and will execute, acknowledge and deliver all such acknowledgements and other instruments and take such further actions as may be reasonably necessary to relieve and discharge the Chabot JPA effectively from the Assumed Liabilities, and (B) use its best efforts to assist the Chabot JPA in the transfer to Foundation of the Acquired Assets and Assumed Liabilities.

c. Certain Understandings. Foundation acknowledges that neither the Chabot JPA, nor any other person, has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding the Acquired Assets or Assumed Liabilities not included in this Program Transfer Agreement, or the Schedules hereto.

d. Cooperation. At all times beginning on the date hereof, and continuing until all actions contemplated by this Program Transfer Agreement have been effected, each Party will, upon the request of any other Party, use its best efforts to take, or cause to be taken, all actions,

and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations or otherwise to consummate and effect the transactions contemplated by this Program Transfer Agreement.

e. **Survival.** The provisions of this **Section 8** will survive the Effective Date and the termination of this Program Transfer Agreement.

9. Miscellaneous.

a. **Notices.** Notices will be given to the Parties in accordance with the Notice provisions of the Master Agreement.

b. **Headings.** The headings appearing at the beginning of the several paragraphs contained herein have been inserted for identification and reference purposes and will not by themselves determine the construction or interpretation of this Program Transfer Agreement.

c. **Counterparts; Electronic Signatures.** This Program Transfer Agreement may be executed in any number of counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Unless otherwise prohibited by law, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature.

d. **Entire Agreement: Governing Language.** This Program Transfer Agreement constitutes the entire agreement by and between the Parties with respect to the subject matters hereof, and supersedes all prior understandings and agreements relating thereto. This Program Transfer Agreement and the Master Agreement comprises the complete and final expression of the rights, obligations, duties, and undertakings of the Parties and sets forth all consideration, covenants, understandings and inducements pertaining thereto.

e. **Successors and Assigns.** All of the terms, covenants and conditions of this Program Transfer Agreement shall be binding upon the Parties and their respective permitted successors and assigns.

f. **Governing Law, Exclusive Jurisdiction.** This Program Transfer Agreement, and all the rights and duties of the Parties arising from or relating in any way to the subject matter of this Program Transfer Agreement or the transaction(s) contemplated by it, shall be governed by, construed and enforced in accordance with the law of the State of California (excluding any conflict of law provisions that would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding relating to this Program Transfer Agreement, including arbitration, administrative, settlement and mediation proceedings, shall be brought only in Alameda County, California. EACH OF THE PARTIES CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND

FEDERAL, LOCATED IN OR HAVING JURISDICTION OVER ALAMEDA COUNTY, CALIFORNIA.

g. Severability. Should any part of this Program Transfer Agreement be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of this Program Transfer Agreement, which shall continue in full force and effect.

h. Construction. This Program Transfer Agreement has been negotiated at arm's length and each Party has been given the opportunity to be represented by legal counsel and to the extent each Party has deemed necessary, each Party has consulted with independent legal counsel with respect to such Party's rights and obligations under this Program Transfer Agreement. Accordingly, any rule of law (including without limitation California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Program Transfer Agreement against the Party drafting it is not applicable and is waived. The provisions of this Program Transfer Agreement will be interpreted in a reasonable manner to effect the intent of the Parties and the purpose of this Program Transfer Agreement.

i. Miscellaneous. No supplement, modification or amendment of this Program Transfer Agreement will be binding unless executed in writing by all the Parties. No waiver will be binding unless executed in writing by the Party making the waiver. No delay in exercising any right will constitute a waiver of that right, but time is of the essence with respect to the covenants contained herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Program Transfer Agreement as of the dates and year set forth below.

CHABOT JPA:

**CHABOT SPACE & SCIENCE CENTER
JOINT POWERS AGENCY**, a joint powers agency

By: _____
Name: _____
Its: Executive Director
Date: _____, 20__

APPROVED AS TO FORM:

By: _____

EAS:

**EASTBAY ASTRONOMICAL
SOCIETY**, a California non-profit public benefit corporation

By: _____
Name: _____
Its: _____
Date: _____, 20__

APPROVED AS TO FORM:

By: _____

FOUNDATION:

**CHABOT SPACE & SCIENCE CENTER
FOUNDATION**, a California non-profit public benefit corporation

By: _____
Name: _____
Its: Chair of the Board
Date: _____, 20__

APPROVED AS TO FORM:

By: _____
Michael G. Biddle, Special Counsel

LIST OF SCHEDULES AND EXHIBITS

Schedules:

- 1 - Acquired Assets
- 2 - Liens, Mortgages, Encumbrances and Security Interests
- 3 - Pending Claims

Exhibits:

- A - Bill of Sale and Assignment
- B - Assignment Agreement
- C - Amended and Restated Articles of Incorporation of Foundation
- D - Amended and Restated Bylaws of Foundation

SCHEDULE 1

Acquired Assets

SCHEDULE 2

Liens, Mortgages, Encumbrances and Security Interests

SCHEDULE 3

Pending Claims

EXHIBIT A

BILL OF SALE AND ASSIGNMENT

The Chabot Space & Science Center Joint Powers Agency, a joint powers agency (“**Chabot JPA**”), for good and valuable consideration, receipt of which is hereby acknowledged from the Chabot Space & Science Center Foundation, a California non-profit public benefit corporation (“**Foundation**”), in accordance with that certain Program Transfer Agreement (the “**Agreement**”) dated _____, between the Chabot JPA and Foundation, hereby transfers, assigns and delivers to Foundation, its successors and assigns, all of the Chabot JPA’s right, title and interest in and to the Chabot JPA’s assets and properties used by the Chabot JPA in the conduct of Center activities (as defined in the Agreement), as described in **Schedule 1** of the Agreement.

DATED: _____

EXHIBIT – DO NOT SIGN

By: _____

Its: _____

EXHIBIT B

ASSIGNMENT, WAIVER AND CONSENT AGREEMENT

THIS ASSIGNMENT, WAIVER AND CONSENT AGREEMENT ("Assignment Agreement") is dated and effective as of _____, 2021, and is made by and between Chabot Space & Science Center Joint Powers Agency, a joint powers agency ("**Chabot JPA**"), The City of Oakland, a municipal corporation ("**City**"), Oakland Unified School District, a California public school district organized and existing under the laws of the State of California ("**OUSD**"), East Bay Regional Park District, a California Special District ("**EBRPD**"), and Eastbay Astronomical Society, a California non-profit public benefit corporation ("**EAS**") (collectively, "Assignor"), and the Chabot Space & Science Center Foundation, a California nonprofit public benefit corporation ("Assignee").

RECITALS

This Assignment Agreement is made with reference to the following facts:

A. Concurrently with this Assignment Agreement, and pursuant to that certain Program Transfer Agreement dated _____, 2021 (the "Program Transfer Agreement"), between Chabot JPA and Assignee, Assignor is transferring to Assignee, and Assignee is acquiring from Assignor, certain assets ("Acquired Assets") used by Assignor in the conduct of the Chabot Space & Science Center (the "Center").

B. In connection with the transfer of the Acquired Assets to Assignee, Chabot JPA desires to assign to Assignee, and Assignee desires to assume, all of Chabot JPA's right, title, interest, duties and obligations in, to and under various agreements pertaining to the Center and its operation.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Acquired Assets. Assignor hereby assigns to Assignee, and Assignee hereby assumes, all of Assignor's right, title, interest, duties and obligations in, to, and under the Acquired Assets listed in the attached Schedule 1.
2. Assignment of Contracts. Chabot JPA, as Assignor, hereby assigns to Assignee, and Assignee hereby assumes, all of Chabot JPA's, as Assignor's, right, title, interest, duties and obligations in, to, and under all of the contracts listed in the attached Schedule 1.
3. Waiver. The City, OUSD, EBRPD, and EAS each hereby waive any and all rights each entity may have in the Acquired Assets and consents to the assignment thereof by Assignor to Assignee as provided in the Program Transfer Agreement and this Assignment Agreement.
4. Counterparts. This Assignment Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which when taken together will constitute one and the same instrument.

This Assignment Agreement is given pursuant to the Program Transfer Agreement. The covenants, agreements, and limitations provided in the Program Transfer Agreement with respect to the property conveyed under this Assignment Agreement are incorporated by this reference as if set out in full in this Assignment Agreement. This Assignment Agreement will inure to the benefit of and will be binding upon Assignor and Assignee, and their respective successors and assigns.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement as of the date first above written.

CHABOT JPA:

**CHABOT SPACE & SCIENCE CENTER
JOINT POWERS AGENCY**, a joint
powers agency

By: _____
Name: _____
Its: Executive Director
Date: _____, 20__

APPROVED AS TO FORM:

By: _____

FOUNDATION:

**CHABOT SPACE & SCIENCE CENTER
FOUNDATION**, a California non-profit
public benefit corporation

By: _____
Name: _____
Its: Chair of the Board
Date: _____, 20__

APPROVED AS TO FORM:

By: _____
Michael G. Biddle, Special Counsel

CITY:

CITY OF OAKLAND,
a municipal corporation

By: _____
Name: _____
Title: _____

Date: _____

Approved as to Form and Legality:

By: _____
Name: _____
Title: _____

**OAKLAND UNIFIED SCHOOL
DISTRICT,** a California public school
district

By: _____
Name: Dr. Kyla Johnson-Trammell
Its: Superintendent
Date: _____, 20__

APPROVED AS TO FORM:

By: _____
Joshua R. Daniels, General Counsel

[Additional Signatures Follow]

EBRPD:

EAST BAY REGIONAL PARK DISTRICT, a California special district

By: _____
Name: _____
Its: General Manager
Date: _____, 20__

APPROVED AS TO FORM:

By: _____
Carol Victor, General Counsel

EAS:

EASTBAY ASTRONOMICAL SOCIETY, a California non-profit public benefit corporation

By: _____
Name: _____
Its: _____
Date: _____, 20__

APPROVED AS TO FORM:

By: _____

SCHEDULE 1
Assigned Assets

SCHEDULE 2
Assigned Contracts

EXHIBIT C

**AMENDED AND RESTATED ARTICLES
OF INCORPORATION OF FOUNDATION**

EXHIBIT D
AMENDED AND RESTATED BYLAWS OF FOUNDATION

ATTACHMENT H

CITY-FOUNDATION TERM SHEET (CHABOT SPACE & SCIENCE CENTER)

This City-Foundation Term Sheet (“*Term Sheet*”) shall serve as the basis for the negotiation of a detailed, final form of Lease (“*Lease*”) and related agreements, to be entered into by and between the City of Oakland, a municipal corporation (the “*City*” or “*Landlord*”), and the Chabot Space and Science Center Foundation, a California non-profit public benefit corporation (“*Foundation*” or “*Tenant*”). City or Landlord and Foundation or Tenant are sometimes referred to in this Term Sheet individually as a “*Party*” or collectively as the “*Parties*”. The provisions of this Term Sheet are binding on the Parties upon approval and execution by all of the Parties to the Master Agreement, to which this Term Sheet is attached as Exhibit H. The final Lease and related agreements may include terms that differ from, or are in addition to, the provisions set forth in this Term Sheet, provided such revisions or additions do not materially or substantially increase the obligations or liabilities over and above commensurate benefits to either Party.

1.	Parties	<u>Landlord</u> : City of Oakland, a municipal corporation, as the “ <i>City</i> ” or “ <i>Landlord</i> ”. <u>Tenant</u> : Chabot Space and Science Center Foundation, a California non-profit public benefit corporation, as the “ <i>Tenant</i> .”
2.	Premises	Approximately 9 acres of real property and all Improvements located thereon, located at 10000 Skyline Boulevard, Oakland, CA within Joaquin Miller Park, including the area defined in the License Access Agreement dated April 4, 2000 between City and Chabot JPA, as more particularly described on Exhibit A (the “ <i>Premises</i> ”). The Premises shall be subject to a reservation of easements by Landlord for trails, fuel breaks, roadway, parking and fire roads. Landlord shall reserve the rights provided by Section 4.3 of the JPA-City Ground Lease.
3.	Improvements	The Chabot Space & Science Center, Chabot Space & Science Center West, Chabot Space & Science Center Observatory Deck (the “ <i>Center</i> ”), and all other structures and facilities permanently affixed to the real property, excluding the Telescopes located on the Premises pursuant to the Telescope & Observatory Trust, established by City Ordinance 922 and telescopes owned by the Eastbay Astronomical Society (collectively, the “ <i>Improvements</i> ”)

4.	Term	<u>Term.</u> The Lease shall have a term of thirty-four (34) years and eleven (11) months (the “ <i>Term</i> ”).
5.	Use	<p>Tenant shall use the Premises to further the underlying Mission of the Foundation, as described in more detail below, which is for the pursuit and practice of quality science education with an additional focus on astronomy. Programs may include the allied, earth and environmental sciences to take advantage of the location of the Premises. The Premises may be used to supplement and enrich basic concepts of astronomy, allied, earth and environmental sciences, and shall serve local, regional and national interests through instruction of a diverse population of learners with special consideration given to Oakland residents.</p> <p>The “<i>Mission of the Foundation</i>” is to educate and inspire adults and kids of all ages, through educational programs, interactive exhibits, artifacts, science demonstrations, planetarium shows and connections to current science, about the wonders of our Universe and Planet Earth. The intended outcomes are to deepen scientific literacy, to build the skills of curiosity, creativity and critical thinking, to empower our citizenry with a scientific mindset, and to create tangible pathways for workforce development in science and technology related fields. Indoor as well as outdoor space at the Center shall be utilized.</p> <p>All uses by Tenant shall maintain and be consistent with the natural setting of Joaquin Miller Park and shall not interfere with the public’s use and enjoyment of the trails and natural areas on the Premises.</p> <p>Tenant may also locate ancillary retail and commercial uses on the Premises such as a gift shop and indoor and/or outdoor restaurant and/or cafeteria serving visitors of the Center.</p> <p>Tenant may, at its sole expense, control vehicular access to the Premises during such periods of time that the Center is not open to the public through the installation, placement and maintenance of a gate or other such barrier at the point of entry to the Premises from Skyline Boulevard. Tenant shall design the gate or barrier with due consideration of the aesthetics of the park setting in which the Premises are located.</p>

<p>6.</p>	<p>Program Funding Sources</p>	<p>Measure C - City acknowledges and affirms that, during the Term of the Lease, it will direct the funding designated for the Center pursuant to Section 4.24.031 of the Oakland Municipal Code, as it may be amended, to Foundation as long as said surcharge is authorized by the laws of the City of Oakland.</p> <p>Program Grant Agreement - During the Term of this Lease, City agrees to seek authority for an initial 10-year term to allocate and appropriate approximately \$273,105 annually for programs provided on the Premises pursuant to a Program Grant Agreement between City, administered by the Parks Department, and Foundation, which agreement shall provide for specific community benefits consistent with the Mission of the Foundation and its suite of programs and as agreed-upon by the Parties.</p>
<p>7.</p>	<p>Equitable Access To Premises</p>	<p>In order to ensure equitable access by the citizens of Oakland to the Premises and the programs and activities offered at the Center, during the Term of this Lease, Landlord shall, through its Department of Transportation, facilitate and coordinate on-going discussions between Landlord, Tenant and AC Transit regarding public transit services to the Premises and opportunities for improved and enhanced service. At present, access to the Premises is provided by AC Transit via Bus Route Line 339.</p>
<p>8.</p>	<p>Board of Directors</p>	<p>The Foundation Amended Bylaws, as approved by the Board of the Foundation and Chabot JPA pursuant to Section 4 of the Master Agreement, will provide that the Board members of the Foundation, based on the number of members of the Board authorized by the Foundation Bylaws, as may be amended, at a minimum shall have female members and members from underrepresented communities in a manner consistent with Corporations Code Sections 301.3 and 301.4, respectively, and will aspire to have a Board composition that more closely reflects the racial demographic of the City of Oakland. As used herein, “female” shall have the meaning set forth in Corporations Code Section 301.3 (f)(1), and “members from an underrepresented community” shall have the meaning set forth in Corporations Code Section 301.4 (e)(1). The foregoing notwithstanding, the Foundation shall not be subject to any reporting obligations or fines provided by Corporations Code Sections 301.3 and 301.4 or other laws. Further, as vacancies arise on the Board of the Foundation, the Foundation agrees to consider recommendations from the City regarding appointments to the Board.</p>

<p>9.</p>	<p>Construction of Additional Improvements</p>	<p>Tenant shall have the ability to construct or cause the construction of additional improvements (“<i>Additional Improvements</i>”) on the Premises that are consistent with the Mission of the Foundation and use of the Premises, with the approval of Landlord in its reasonable discretion. Landlord acknowledges, as provided by section 5 above, Tenant may install, place and maintain a gate or other such barrier at the point of entry to the Premises from Skyline Boulevard.</p> <p>If authorized by Landlord, any and all plans shall be subject to the review and approval of Landlord in its proprietary capacity as owner of the Premises, as well as by the City in its regulatory capacity regarding review and approval of discretionary land use permits.</p>
<p>10.</p>	<p>Restrictions on Financing</p>	<p>Tenant shall not place or suffer to be placed any lien or encumbrance on Landlord’s fee interest in connection with any financing required in connection with the construction of Additional Improvements.</p> <p>Tenant agrees and acknowledges that Landlord will not subordinate its interest in the Premises to any mortgage of Tenant.</p>
<p>11.</p>	<p>Rent</p>	<p>Rent shall be One Dollar (\$1.00) per year during the Term.</p>
<p>12.</p>	<p>Utilities</p>	<p>Tenant shall be responsible, at Tenant’s expense, for all water, sewer, gas, electric, garbage and refuse, and Technology and Telephonic Equipment service and usage charges.</p> <p>Landlord shall, in connection with any renewal or extension of its current franchise for garbage and refuse service, or in connection with a new franchise, seek to require the franchisee to provide garbage and refuse service to the Premises on the same terms and conditions as provided for other City owned properties and facilities.</p>
<p>13.</p>	<p>Transfer / Assignment/ Subletting</p>	<p>All transfers, assignments and subleases, excepting Authorized Subtenants, shall require the prior written consent of the City, in its reasonable discretion (“<i>Approved Transfers</i>”). Approved Transfers shall be (i) pursuant to an agreement, in recordable form, wherein transferee shall assume performance of Tenant’s obligations under the Lease, and (ii) subject to City’s transfer and processing fees.</p>

		<p>Notwithstanding the foregoing, without the prior consent of Landlord, Tenant may sublease or license portions of the Premises to other non-profit public benefit entities or public agencies, for a term not to exceed five (5) years, to provide programs, services or activities that are consistent with and complimentary to the Mission of the Foundation and use of the Premises (“<i>Authorized Subtenants</i>”). Authorized Subtenants shall be pursuant to an agreement, in recordable form, wherein the subtenant or licensee shall abide by all Tenant obligations under the Lease.</p>
14.	Impositions; Possessory Interest Tax	<p>Tenant shall pay any and all impositions, including, without limitation, possessory interest and property taxes and assessments, levied or imposed on the Premises or any of the Improvements or personal property located on the Premises. The foregoing notwithstanding, nothing herein shall preclude Tenant from seeking and obtaining a welfare exemption from the payment of taxes or assessments.</p>
15.	Ownership of Improvements; Tax Benefits During Term	<p>During the Term, for federal income tax purposes, Tenant shall be deemed to be the “tax owner” of the Improvements and shall be entitled to all depreciation deductions and any tax credits with respect to the Improvements.</p>
16.	Default	<p>The Lease will include City’s standard remedies, including, without limitation, the right to terminate the transaction upon Tenant’s default, subject to standard notice and cure provisions permitting cure rights for Tenant.</p> <p>Tenant shall have the right to seek specific performance and damages for Landlord’s failure to perform lease obligations.</p>
17.	Maintenance & Repair-Premises Improvements & FFE	<p>Landlord and Tenant agree that the Premises and Improvements shall be maintained in compliance with applicable law and in good condition and repair to the reasonable satisfaction of the City and so as not to violate the City’s Blight Ordinance.</p> <p>Tenant Obligations:</p> <ul style="list-style-type: none"> • Tenant shall be responsible, at Tenant’s expense for all maintenance and repair of the Improvements and Premises, except as provided below. • Tenant shall provide, at Tenant’s expense, for all maintenance and repair (including replacement) of fixtures, furnishings and equipment.

		<ul style="list-style-type: none">• Tenant shall provide, at Tenant’s expense, for all janitorial services for the Improvements.• Tenant shall provide, at Tenant’s expense, for all maintenance and repair (including replacement) of Information Technology Equipment (e.g. electronic storage devices, servers, wiring, modems, routers, monitors, associated equipment and computers) and Telephonic Equipment (e.g. telephones, cellphones, telephonic switching devices, wiring), used in and about the Premises.• Tenant shall provide, at Tenant’s expense, for the maintenance and repair (including replacement) of all vehicles utilized and/or owned by Tenant.• Tenant shall be responsible, at Tenant’s expense for all maintenance and repair of the roadways and parking areas on the Premises (“Roadways and Parking Areas”), except as provided below.• Tenant shall provide, at Tenant’s expense, for all maintenance and repair (including replacement) of landscaping developed and installed in and around the Center, including its associated irrigation, and drainage (e.g., storm drains, bioswales, etc.) required for or located on the Premises. <p>Landlord Obligations: Landlord and Tenant acknowledge that public use easements for trails, fuel break, roadways and parking reserved by Landlord and/or granted to EBRPD exist on the Premises.</p> <ul style="list-style-type: none">• Trails: with the exception of the West Ridge Trail (aka Skyline National Trail), which is the sole responsibility of EBRPD, the Parties acknowledge there are no other trails on the Premises. The Parties agree that, subject to prior consultation with the other Party, either Landlord or Tenant may construct one or more trails on the Premises which does not impair or interfere with any of the Improvements, provided the Party undertaking construction of the trail shall thereafter be solely responsible for all costs and expense of maintenance, repair, rebuilding or relocation of the trail.• Fuel break: Landlord and Tenant acknowledge that the Premises are located within a designated fuel break and is to be kept free of vegetation identified by the Fire Marshall of the City of Oakland as a potential fire hazard. Costs of maintenance of the fuel break, inclusive of tree and vegetation clearing, removal and
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		<p>trimming, on the Premises shall be the responsibility of Landlord.</p> <ul style="list-style-type: none"> • Roadways and Parking Areas sweeping: Landlord shall provide occasional sweeping services to the Roadway and Parking Areas.
18.	Deferred Maintenance	<p>The Parties acknowledge that there is significant deferred maintenance associated with the Improvements and Roadways and Parking Areas, which has been documented by Tenant and shared with Landlord. The Parties agree to explore additional funding opportunities to help address these issues during the term of the Lease including, for example, opportunities that may arise through the City's biennial budget cycle, Capital Improvement Program and one-time funding programs. Foundation acknowledges and understands that any such additional funding would be subject to additional City Council authorization, which may be granted, denied or conditioned as it may decide in its complete and sole discretion.</p>
19.	Damage & Destruction of Improvements	<p>In the event of any damage or destruction to any portion of the Improvements on the Premises such that (a) there are not sufficient insurance proceeds to pay for ten percent (10%) or more of the costs to restore the Improvements, or (b) in the reasonable opinion of Tenant, the undamaged portion of the Improvements cannot be operated on an economically feasible basis, or (c) no feasible source of financing for restoration reasonably acceptable to Tenant is available, then Tenant may terminate this Lease on ninety (90) days' notice to Landlord. In the event the Lease is terminated by Tenant, Tenant shall meet and confer with Landlord and subject to Landlord's prior written approval, at Tenant's cost not to exceed the amount of available insurance proceeds, either raze the Improvements and remove any debris relating thereto from the Premises, or repair the Improvements in a manner sufficient to cause the Improvements to be in a safe condition in compliance with applicable laws and requirements, and following completion thereof, Tenant shall surrender possession of the Premises to Landlord and assign the balance of Tenant's insurance proceeds remaining unspent to Landlord.</p>
20.	Eminent Domain	<p>In the event of a total taking or substantial taking of the Premises, this Lease shall terminate and all obligations of Tenant under the Lease shall cease. A substantial taking means a taking of so much of the Premises that the remaining</p>

		<p>portion would not be economically and feasibly usable by Tenant for the uses and purposes of the Premises.</p> <p>In the event of a partial taking, which is neither a total taking nor substantial taking, the Lease shall remain in effect for the remainder of the Premises. In the event of a partial taking impacting the Improvements, Tenant shall, to the extent of the amount of the monetary award received by Tenant from the taking agency specifically earmarked for severance damages, less Tenant's costs incurred in procuring the award, shall either be used to restore the Improvements to a complete architectural unit to the maximum extent feasible, or demolish and remove the Improvements situated on the portion of the Premises not taken and restore such portion to a clean and neat condition.</p> <p>Landlord and Tenant shall have the right to participate in the negotiation, settlement or compromise of all awards.</p>
21.	Insurance	Tenant shall, during the Term of the Lease, procure and maintain insurance coverage as specified in Exhibit B . As used in Exhibit B , the term " Contractor " shall mean Foundation or Tenant.
22.	Indemnification	The Lease will require Tenant to indemnify, defend, and hold the Landlord and its Councilmembers, other elected and appointed officials, and employees, officers, commissioners, directors, and agents (collectively, the " Indemnified Parties ") harmless from and against any liability directly or indirectly arising from or relating to Tenant's development, operation, and/or management of the Improvements, including, without limitation, liability arising as a result of property damage, personal injury, or violation of state, federal, or local laws, except to the extent that any of the matters described above is determined by a final non-appealable judgment of a court of competent jurisdiction to have arisen from an Indemnified Party's gross negligence or willful misconduct of an Indemnified Party.
23.	Hazardous Substances	Landlord shall defend, indemnify and hold Tenant harmless from the presence of hazardous substances in, on, under or emanating from the Premises, except to the extent caused by a release resulting from the actions or activities of Tenant on the Premises during the Term of this Lease.
24.	Waiver of Consequential,	Neither Party shall be liable for and shall waive any claims against the other for any consequential, special or punitive

	Special and Punitive Damages	damages incurred by the other Party and arising out of any defaults by the other Party.
25.	City Employment & Contracting Requirements	Tenant shall abide by all applicable City employment and contracting requirements, including, but not limited to, the following: the provisions of City's Local and Small Local Business Enterprise Program; Local Employment Program; Required Prevailing Wages; Living Wage Ordinance; the City of Oakland's First Source Employment Referral Program; Employment Nondiscrimination; and Reporting Requirements of the City of Oakland.

EXHIBIT A

LEGAL DESCRIPTION

Real Property in the City of Oakland, County of Alameda, State of California, described as follows:

EXHIBIT B

INSURANCE REQUIREMENTS

(Revised 04/18/17)

a. General Liability, Automobile, Workers' Compensation and Professional Liability

Contractor shall procure, prior to commencement of service, and keep in force for the term of this contract, at Contractor's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the City. If requested, Contractor shall provide the City with copies of all insurance policies. The insurance shall at a minimum include:

- i. **Commercial General Liability insurance** shall cover bodily injury, property damage and personal injury liability for premises operations, independent contractors, products-completed operations personal & advertising injury and contractual liability. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)

Limits of liability: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- ii. **Automobile Liability Insurance.** Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001.

- iii. **Worker's Compensation insurance** as required by the laws of the State of California, with statutory limits, and statutory coverage may include Employers' Liability coverage, with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, and \$1,000,000 each employee bodily injury by disease. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.

b. Terms Conditions and Endorsements

The aforementioned insurance shall be endorsed and have all the following conditions:

- i. Insured Status (Additional Insured): Contractor shall provide insured status naming the City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers as insured's under the Commercial General Liability policy. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 (11/85) or both CG 20 10 and CG 20 37 forms, if later revisions used). If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on an ISO form CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and
- ii. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents, employees and volunteers shall be primary insurance. Any other insurance available to the City Councilmembers, directors, officers, agents, employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Agreement); and
- iii. Cancellation Notice: Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity; and
- iv. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents and subcontractors; and
- v. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and
- vi. Insurer shall carry insurance from admitted companies with an A.M. Best Rating of A VII, or better.

c. Replacement of Coverage

In the case of the breach of any of the insurance provisions of this Agreement, the City may, at the City's option, take out and maintain at the expense of Contractor, such insurance in the name of Contractor as is required pursuant to this Agreement, and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Contractor under

this Agreement.

d. Insurance Interpretation

All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Office as of the date of this Agreement.

e. Proof of Insurance

Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of Contractor's insurance policies if and when requested. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute ground for rescission of the contract award.

f. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductible or self-insured retentions as respects the City, its Councilmembers, directors, officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

g. Waiver of Subrogation

Contractor waives all rights against the City of Oakland and its Councilmembers, officers, directors, employees and volunteers for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above.

h. Evaluation of Adequacy of Coverage

The City of Oakland maintains the right to modify, delete, alter or change these requirements, with reasonable notice, upon not less than ninety (90) days prior written notice.

J. Higher Limits of Insurance

If the contractor maintains higher limits than the minimums shown above, The City shall be entitled to coverage for the higher limits maintained by the contractor.

ATTACHMENT I

TRUST TELESCOPES LICENSE AGREEMENT

This TRUST TELESCOPES LICENSE AGREEMENT (“**Agreement**”) is made this _____ day of _____, 2021, by and between Oakland Unified School District, a California public school district (“**OUSD**” or “**Licensors**”), and the Chabot Space & Science Center Foundation, a California non-profit public benefit corporation (“**Foundation**” or “**Licensee**”). OUSD and Foundation are sometimes referred to herein individually as a “**Party**” or collectively as the “**Parties**”.

RECITALS

A. Effective April 20, 1883, the Council of the City of Oakland (“**City**”) adopted City Ordinance No. 922, authorizing Anthony Chabot to build and construct an astronomical observatory, as sanctioned and approved by the Board of Education of the City of Oakland, and an equatorially mounted telescope of eight inch aperture erected and placed within the observatory, on Lafayette Square within the City and known as the “**Oakland Observatory**”, provided that the telescope and observatory be given to, and the title to the telescope and observatory shall absolutely vest in, the Board of Education of the City of Oakland, in trust for the City, for the use, benefit and enjoyment of the Public School Department and the public, free and without charge or expense, and under such rules and regulations as may be prescribed by the Board of Education of the City of Oakland or its successors (the “**Trust**”).

B. It is currently understood that there is an twenty inch (20”) telescope, eight inch (8”) telescope, and a transit telescope (collectively, the “**Trust Telescopes**”), vested in OUSD, successor-in-interest to the Board of Education of the City of Oakland, which are subject to the Trust.

C. In 1915, due to increasing light pollution and urban congestion, the Oakland Observatory was moved to property owned by the City at 4919 Mountain Boulevard, Oakland (the “**Mtn. Blvd. Property**”). In the mid-1960s, the Oakland Observatory was expanded considerably. Throughout this time, the Oakland Observatory was renamed as the “**Chabot Science Center**”, and was staffed mainly by OUSD personnel and volunteers. In 1977, seismic safety concerns terminated public school students’ access to the original observatory facility at the Chabot Science Center, but remained open to the general public; school activities continued on the remaining portions of the Mtn. Blvd. Property.

D. Recognizing the need to support the pursuit and practice of quality science education, the Chabot Space and Science Center Joint Powers Agency (“**Chabot JPA**”) was formed by the City, OUSD and the East Bay Regional Park District, in collaboration with Eastbay Astronomical Society, pursuant to that certain Joint Powers Agreement To Create The Chabot Space & Science Center, dated May 26, 1989, as amended through January 1, 2003 (collectively, the “**JPA Agreement**”).

E. Not long after the Chabot JPA was formed, it formed the Foundation. Among other matters, the Foundation undertook fundraising activities to help fund the operations and activities of the Chabot JPA.

F. In order to facilitate the construction of a new 88,000-square-foot, state-of-the-art science and technology education facility (the “**Center**”) at 10000 Skyline Boulevard, within Joaquin Miller Park in the hills of Oakland (“**Property**”), the Chabot JPA and City entered into that certain Ground Lease Agreement, dated February 25, 1994, as amended pursuant to that certain First Amendment to Ground Lease and Subordination of Assumption Options, dated July 1, 1999, related to Center Property, as evidenced by that certain Memorandum of Ground Lease Agreement recorded on August 31, 1999, in the Official Records of the Alameda County Recorder (the “**Official Records**”) as Instrument No. 99332994 (collectively, the “**City-JPA Ground Lease**”).

G. As provided in the JPA Agreement, OUSD agreed to license the Trust Telescopes to the Chabot JPA for use at the Center on the Property in accordance with the terms of the Trust.

H. Effective January __, 2021, the Chabot JPA, City, OUSD, EBRPD, Foundation, and EAS, approved and entered into that certain Master Dissolution And Transfer Agreement (“**Master Agreement**”), providing for the implementation of several matters, collectively referred to in the Master Agreement as the “Dissolution and Transfer Program”, specifically including, but not limited to (i) the dissolution of the Chabot Joint Powers Agency, (ii) termination of the Joint Powers Agreement, (iii) termination of the City-JPA Ground Lease, (iv) execution of a new lease between the City and Foundation for operation of the Center on the Property, (v) the transfer of assets, certain liabilities and operation of the Center located on the Property to the Foundation, and (iv) the execution of a license agreement between the Foundation and OUSD governing the use of the Trust Telescopes at the Center in accordance with the terms of the Trust; and

I. In accordance with Section 3.02 (a) of the Joint Powers Agreement, effective as of July __, 2021 (“**JPA Dissolution Date**”), the Chabot Joint Powers Agency was dissolved, the Joint Powers Agreement was terminated, the City-JPA Ground Lease was terminated, a new City-Foundation lease of the Property has been executed (the “**City-Foundation Lease**”), and the assets, liabilities and operation of the Center on the Property has transferred to the Foundation. The observatories in which the Trust Telescopes are located at the Center are part of the Property owned by the City, and leased to the Foundation pursuant to the City-Foundation Lease, and are not subject to the Trust.

J. In connection with the continued operation of the Center by the Foundation, Section 9 of the Master Agreement contemplates that, after the adoption of such Resolution of Dissolution, as said term is defined in the Master Agreement, and prior to the JPA Dissolution Date, the Foundation and OUSD will enter into a license agreement governing the use of the Trust Telescopes at the Center in accordance with the terms of the Trust.

K. The Foundation and OUSD desire to enter into this Agreement in order to set forth the terms and conditions relating to the use of the Trust Telescopes at the Center in accordance with the terms of the Trust and this Agreement.

NOW, THEREFORE, in and for consideration of mutual covenants, conditions and promises hereinafter set forth, the Parties hereto hereby agree as follows:

1. **Grant of License.** OUSD hereby grants to Foundation a license to use the Trust Telescopes at the Center and located on the Property in a manner consistent with the Trust, as set forth in City Ordinance No. 922 (hereinafter referred to as the "**License**").

2. **License Assignment.** The License to use the Trust Telescopes shall not be assigned by Foundation except in compliance with the terms of the City-Foundation Lease and OUSD's express written authorization. OUSD shall have complete and sole discretion regarding such assignment. Any attempt to assign the License in violation of these terms shall automatically terminate the License.

3. **Term.** This License shall remain in effect for a period of time co-terminus with the term of the City-Foundation Lease, as it may be amended, unless terminated earlier by OUSD as provided in Section 4 below. In the event that the term of the City-Foundation Lease is extended or amended in any way, Foundation shall provide OUSD with written notice of such extension or amendment. The extension of this Agreement shall be subject to OUSD's sole discretion, which shall not be unreasonably withheld.

4. **Termination of Agreement.** This Agreement, including but not limited to the License, may be terminated by OUSD in the event of a default, as defined herein, following notice to Foundation and an opportunity for Foundation to cure the default. As used herein, Foundation shall be in default under the terms of this Agreement in the event Foundation fails to comply with any term of this Agreement, including but not limited to Foundation's failure to use, operate and maintain the Trust Telescopes in accordance with the provisions of this Agreement.

In the event of a default as provided herein, OUSD shall provide Foundation written notice of the alleged default in reasonable particularity to enable Foundation to appreciate the nature of the alleged breach and measures that OUSD believes are necessary to cure the default ("Notice of Default"). If Foundation shall have failed to cure such default within ninety (90) calendar days after Foundation receives the Notice of Default, then OUSD may then terminate this License; provided, however, that if such default, with due diligence, cannot be cured within ninety (90) calendar days, then OUSD shall not be authorized to terminate this License unless Foundation fails to commence, within ninety (90) calendar days after it receives the Notice of Default, to cure the same or, thereafter, having begun to cure fails to prosecute the curing of such default continuously, with due diligence, but in no event any later than one hundred eighty (180) calendar days after it receives the Notice of Default.

5. **No Payment for License.** There shall be no fee or payment due to OUSD from Foundation for the License.

6. **Use of Trust Telescopes.** Foundation will be solely responsible for the establishment of rules and regulations governing the use of the Trust Telescopes and development of all programs and activities at the Center as are necessary for use of the Trust Telescopes in a manner consistent with the Trust, and to maintain the Trust Telescopes in good condition and repair. At the expiration of the License term, Foundation shall leave the Trust Telescopes in good condition and repair, reasonable wear and tear excepted.

7. **No Payment for Use.** In accordance with the terms of the Trust, Foundation shall impose no charge or expense on OUSD for the use, benefit and enjoyment of the Trust Telescopes.

8. **Compliance with Law.** While exercising any of its rights under this License, Foundation shall comply with all applicable state and federal laws and regulations, together with any pertinent City ordinances, including the Trust, applicable to the use of the Trust Telescopes by Foundation.

9. **Relationship of Parties.** In the exercise of their respective rights and obligations under this Agreement, the Foundation and OUSD each act in an independent capacity, and neither is to be considered the officer, agent or employee of the other.

10. **Insurance.** Foundation shall maintain commercial general liability insurance, in the amount of one million dollars (\$1,000,000.00) per occurrence or accident, two million dollars (\$2,000,000) aggregate, for bodily injury, personal injury, including accidental death, and all claims for property damage. The policy is to contain, or be endorsed to contain provisions giving OUSD, its directors, officers, agents and employees additionally insured status (via ISO endorsement CG 2026 or insurers' equivalent for general liability coverage). The insurance is to be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by OUSD. Foundation, upon demand of OUSD, shall deliver to OUSD such policy of insurance, including renewal certificates.

11. **Hold Harmless.** The Foundation shall fully defend, hold harmless, and indemnify OUSD, its directors, officers, agents, and employees, to the furthest extent permitted by California law, against any claim which may be sustained or incurred by OUSD to the extent directly or indirectly arising out of, connected with, or resulting from the Foundation's use of the Trust Telescopes, including but not limited to Foundation's negligence, recklessness, errors, omissions, or willful misconduct. Except for acts of active negligence by OUSD, its directors, officers, employees, agents or invitees, OUSD shall not be liable to Foundation for any loss or damages for bodily injury, personal injury, death, or property damage arising out of or in connection with the use of the Trust Telescopes, the Trust, or this Agreement.

12. **Entire Agreement; Counterparts.** This Agreement constitutes the entire agreement between OUSD and Foundation relating to the License. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed an original.

13. **Notices.** Any and all notices between the parties hereto provided for or permitted under this Agreement shall be in writing and shall be deemed duly served when personally delivered to a party hereto, or, in lieu of such personal service, three (3) calendar days after its post mark date of deposit in the United States mail, first-class postage prepaid, addressed as follows:

OUSD:
Oakland Unified School District

1000 Broadway, Suite 300
Oakland, CA 94607
Attn: General Counsel's Office

Foundation:
Chabot Space & Science Center Foundation
10000 Skyline Blvd.
Oakland, CA 94619
Attention: Executive Director

14. **Amendment.** Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by both OUSD and Foundation.

15. **Governing Law, Jurisdiction.** This Agreement, and all rights, duties and obligations of the Parties hereunder, shall be governed by, construed and enforced in accordance with the law of the State of California, and any suit or proceeding brought to enforce or interpret this Agreement shall be brought only in Alameda County, California.

16. **Severability.** In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and other applications thereof shall not in any way be affected or impaired thereby, and such invalidity shall be construed and limited as narrowly as practicable.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective on the date first above written.

FOUNDATION:

OUSD:

CHABOT SPACE & SCIENCE CENTER
FOUNDATION

OAKLAND UNIFIED SCHOOL DISTRICT

By: _____
Adam Tobin, Executive Director

By: _____
Dr. Kyla Johnson-Trammell,
Superintendent

319-494/4826170.1

ATTACHMENT J

EBRPD-FOUNDATION GARAGE LEASE TERM SHEET (CHABOT SPACE & SCIENCE CENTER)

This EBRPD-Foundation Garage Lease Term Sheet (“*Term Sheet*”) shall serve as the basis for the negotiation of a detailed, final form of Lease (“*Lease*”), to be entered into by and between the East Bay Regional Park District, a California special district (the “*District*” or “*Landlord*”), and the Chabot Space and Science Center Foundation, a California non-profit public benefit corporation (“*Foundation*” or “*Tenant*”). District or Landlord and Foundation or Tenant are sometimes referred to in this Term Sheet individually as a “*Party*” or collectively as the “*Parties*”. The final Lease may include terms that differ from, or are in addition to, the provisions set forth in this Term Sheet, provided such revisions or additions do not materially or substantially increase the obligations or liabilities over and above commensurate benefits to either Party.

1.	Parties	<u>Landlord</u> : East Bay Regional Park District, a California special district, as the “ <i>District</i> ” or “ <i>Landlord</i> ”. <u>Tenant</u> : Chabot Space and Science Center Foundation, a California non-profit public benefit corporation, as the “ <i>Foundation</i> ” or “ <i>Tenant</i> .”
2.	Premises and Improvements	Two parcels of real property located at 10000 Skyline Boulevard, Oakland, CA within Roberts Regional Park, and adjacent to Joaquin Miller Park, as more particularly described on <u>Exhibit A</u> (the “ <i>Premises</i> ”), containing a multi-level parking garage with approximately 250 parking spaces (“ <i>Improvements</i> ”). The Premises shall be inclusive of that certain Garage Access Easement (<u>Attachment K</u> to Master Agreement).
3.	“As-is, where is”	Tenant will accept the Premises and Improvements in the current condition. Landlord makes no representation or warranties regarding the condition or suitability of the Improvements for Tenant’s use.
4.	Term	<u>Term</u> . The Lease shall have a term of thirty-four (34) years and eleven (11) months (the “ <i>Term</i> ”). The intent is that the Term shall be co-terminus with the term of the lease between the Foundation and the City of Oakland for the use and operation of the Chabot Space and Science Center.

5.	Use	<p>Tenant shall have the right to access and utilize the Improvements on the Premises for the parking of Tenant's vehicles and vehicles of visitors to the Chabot Space & Science Center. Tenant acknowledges that the Improvements on the Premises, when open, will also be open and subject to use by the public for parking of vehicles while using and visiting Joaquin Miller Park, owned and operated by the City of Oakland, and Roberts Regional Park and Reinhardt Redwood Regional Park, owned and operated by Landlord.</p> <p>Tenant may prohibit vehicular access to the Improvements on the Premises during such periods of time that the Chabot Space & Science Center is not open to the public.</p>
6.	Construction of Additional Improvements	<p>Tenant may, at its sole expense, construct, install, place and maintain a gate or other barrier at the point of entry to the Improvements on the Premises and/or at the driveway approach to the Premises at Skyline Boulevard. If Tenant elects to install a gate or other barrier, Tenant shall provide Landlord with the opportunity to review and comment on the improvement plans for the gate or barrier. Further, Tenant shall provide Landlord with keyed access through the gate or barrier in order to maintain Landlord's emergency vehicle access to the Improvements as well as access to the Redwood Bowman and Redwood Bowl access road. Further, if Tenant elects to install a gate or other barrier, it will do so at a location along the driveway sufficiently removed from Skyline Boulevard to enable the driver of a vehicle to safely pull into and stop on the driveway, get out of the vehicle, and open the gate or barrier.</p> <p>Tenant may, at its sole expense, demolish and remove the vehicle access gate island at the entrance to the Improvements which is inoperable and hinders traffic flow and repave the areas affected by this work.</p>
7.	Rent	<p>Rent shall be One Dollar (\$1.00) per year during the Term. Tenant may prepay the Rent due for the entire Term then outstanding at any time.</p>
8.	Maintenance, Repair & Operations Obligations	<p>Tenant shall be responsible, at Tenant's expense, for all routine and capital maintenance necessary to keep Improvements in good condition, including but not limited to the following:</p>

		<ul style="list-style-type: none"> • Payment of monthly electrical service and usage charges of the Improvements. • Maintenance and repair of landscaping developed and installed on the Premises. • Payment of maintenance contract with ThyssenKrupp, or other licensed company, for maintenance and repair of the elevator on the Improvements, and costs, fees and expenses associated with securing and renewing State permit. • Maintenance and repair of lighting systems and equipment, including replacement of light fixtures and bulbs, on the Improvements. • Maintenance and repair of electrical systems serving the elevator and lighting systems on the Improvements. • Maintenance and repair of fire suppression systems and equipment on the Improvements. • Maintenance and repair of any structural systems and foundation of the Improvements, as necessary.
9.	Special Events	Subject to Tenant’s prior written consent, Landlord may occasionally utilize the Improvements for special events, provided Landlord provides no less than 30 calendar days prior written notice of the planned special event to Tenant, the special event will not unreasonably interfere with Tenant’s activities at the Chabot Space & Science Center, use of the Improvements by Landlord for the special event are cost neutral to Tenant, and such other mutually acceptable terms as may reasonably be warranted.
10.	Emergency Access	Landlord shall have the right to access the Improvements on the Premises at any time in the event of an emergency situation. Landlord shall provide Tenant notice of such emergency access, the reason therefore, and any information regarding Landlord’s activities on the Premises as soon as reasonably possible after such entry.
11.	Transfer / Assignment/ Subletting	All transfers, assignments and subleases shall require the prior written consent of the EBRPD, in its reasonable discretion (“ <i>Approved Transfers</i> ”). Approved Transfers shall be pursuant to an agreement wherein transferee shall assume performance of Tenant’s obligations under the Lease.

12.	Impositions; Possessory Interest & Property Taxes & Assessments	Landlord shall have no obligation for any and all impositions, including, without limitation, possessory interest and property taxes and assessments, levied or imposed on the Premises or the Improvements. In the event of any imposition of taxes or assessments on Tenant's leasehold interest in the Premises, nothing herein shall preclude Tenant from seeking and securing a welfare exemption, or any other exemption available under law, from such imposition of taxes or assessments.
13.	Default	<p>The Lease will include standard remedies, including, without limitation, the right to terminate the Lease upon Tenant's default, subject to standard notice and cure provisions permitting cure rights for Tenant.</p> <p>Tenant shall have the right to terminate the Lease upon Landlord's default, subject to standard notice and cure provisions permitting cure rights for Landlord, as well as to seek specific performance for Landlord's failure to perform lease obligations.</p>
14.	Insurance	<p>Tenant shall, during the Term of the Lease, procure and maintain commercial general liability insurance coverage, with a limit of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, for bodily injury, property damage and personal injury liability for premises operations, independent contractors, products-completed operations personal & advertising injury and contractual liability. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01). Said commercial general liability insurance policy shall: (i) name the Landlord as additional insured; (ii) be primary insurance for the Landlord and any insurance maintained by the Landlord shall be excess; (iii) be with an insurance company admitted to do business in California and with an A.M. Best Rating of A:VII or better; and (iv) waive all rights of subrogation against the Landlord.</p>

EXHIBIT A

LEGAL DESCRIPTION

Real Property in the City of Oakland, County of Alameda, State of California, described as follows:

ATTACHMENT K

Recording requested by and
When recorded return to:

CITY OF OAKLAND
Department of Public Works
250 Frank H. Ogawa Plaza
Oakland, CA 94612
Attn: City Engineer

Recorded for the Benefit of the City
of Oakland Pursuant to
Government Code Section 6103

space above for Recorder's use only

APN:

ACCESS EASEMENT (Chabot Space and Science Center Parking Garage)

The City of Oakland, a municipal corporation (“**City**”), owns certain real property commonly known as 10000 Skyline Boulevard, Oakland, California, more particularly described in Exhibit A attached hereto and incorporated herein by this reference (“**City Property**”), which is improved with a complex of buildings collectively known as the “**Chabot Space and Science Center**”.

In connection with the construction of the Chabot Space and Science Center, a three-level parking garage (the “**Parking Garage**”) was constructed on portions of two parcels owned by the East Bay Regional Park District, a California special district (“**EBRPD**”), commonly known as the Roberts Regional Recreation Area and Reinhardt Redwood Regional Park, as more particularly described on Exhibit B attached hereto and incorporated herein by this reference (the “**EBRPD Property**”).

The City, as grantor, hereby grants to EBRPD, as grantee, a perpetual, nonexclusive easement for public recreational and vehicular access, and emergency vehicle and maintenance access to and from Skyline Boulevard and the Parking Garage purposes on, over, across, and upon the existing drive aisle located on the City Property, as such drive aisle may be relocated from time to time.

Dated _____, 2020.

City:

The City of Oakland,
a municipal corporation

By: _____

Name: _____

Title: _____

Approved as form and legality:

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)

)

COUNTY OF _____)

On _____, before me, _____, 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.

Name: _____
Notary Public

Exhibit A

City Property Legal Description

[Attached]

Exhibit B

EBRPD Property Legal Description

[Attached]

CERTIFICATE OF ACCEPTANCE

(East Bay Regional Park District)

This is to certify that the interests in real property conveyed by Access Easement (Chabot Space Center and Parking Garage) dated _____, 2020 from The City of Oakland, a municipal corporation district, as grantor, to East Bay Regional Park District, a California special, as grantee (the “**Easement**”), are hereby accepted by the _____ of the East Bay Regional Park District, or his or her designee, pursuant to authority conferred by _____ of the _____ adopted on _____, 2020, and the East Bay Regional Park District, as grantee, consents to recordation of the Easement.

Date: _____, 2020

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)

)

COUNTY OF _____)

On _____, before me, _____, 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.

Name: _____
Notary Public

ATTACHMENT L

EAST BAY REGIONAL PARK DISTRICT COOPERATIVE SERVICES AGREEMENT

This EAST BAY REGIONAL PARK DISTRICT COOPERATIVE SERVICES AGREEMENT (“**Agreement**”) is made this ____ day of _____, 2021 (“**Effective Date**”), by and between the Chabot Space & Science Center Foundation, a California nonprofit public benefit corporation (“**Foundation**”), and the East Bay Regional Park District, a California special district (“**EBRPD**”). Foundation and EBRPD are sometimes referred to hereinafter individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

A. The Chabot Observatory & Science Center Joint Powers Agency (“**Chabot Joint Powers Agency**”) was formed by the City of Oakland (“**City**”), Oakland Unified School District (“**OUSD**”) and **EBRPD**, in collaboration with the Eastbay Astronomical Society (“**EAS**”), pursuant to that certain Joint Powers Agreement To Create The Chabot Space & Science Center, dated May 26, 1989, as amended through January 1, 2003 (collectively, the “**Joint Powers Agreement**”), and the Chabot Space & Science Center (the “**Center**”) was constructed on property owned by the City at 10000 Skyline Boulevard, Oakland (“**Property**”) within Joaquin Miller Park.

B. Effective January __, 2021, the Chabot Joint Powers Agency, City, OUSD, EBRPD, Foundation, and EAS, approved and entered into that certain Master Dissolution And Transfer Agreement (“**Master Agreement**”), providing for the implementation of several matters, collectively referred to in the Master Agreement as the “Dissolution and Transfer Program”, specifically including, but not limited to (i) the dissolution of the Chabot Joint Powers Agency, (ii) termination of the Joint Powers Agreement, (iii) the transfer of assets, certain liabilities and operation of the Center located on the Property to the Foundation, and (iv) the execution of an agreement between the Foundation and EBRPD governing the provision of cooperative professional services by EBRPD to the Foundation similar to those previously provided by EBRPD to the Chabot Joint Powers Agency as enumerated in Exhibit A of the Joint Powers Agreement; and

C. In accordance with Section 3.02 (a) of the Joint Powers Agreement, effective as of July __, 2021 (“**JPA Dissolution Date**”), the Chabot Joint Powers Agency was dissolved, the Joint Powers Agreement was terminated, and the assets, liabilities and operation of the Center on the Property has transferred to the Foundation.

D. In connection with the continued operation of the Center by the Foundation, Section 11 of the Master Agreement contemplates that the Foundation and EBRPD will enter into an agreement to provide for the continued provision of professional resource services by EBRPD for the benefit of the Foundation and the Center.

E. The Foundation and EBRPD desire to enter into this Agreement in order to set forth the terms and conditions relating to the provision of professional resource services by EBRPD for the benefit of the Foundation and the Center.

AGREEMENT

1. Professional Resource Services. The professional resource services (“**Services**”) to be provided by EBRPD for the benefit of the Foundation and Center shall consist of the following:

- i. Staff assistance with grant procurement;
- ii. Collaboration with the Foundation regarding on-site environmental and natural sciences programming at the Center;
- iii. Assistance and collaboration with the Foundation on marketing, public outreach and media related to programs and activities provided at the Center and adjacent Park facilities;
- iv. Assistance and collaboration with the Foundation on issues related to parking, and rights of way for roads and trails;
- v. Assistance and collaboration with the Foundation on issues related to coordination with the Redwood Bowmen Association and archery range users;
- vi. Assistance and collaboration with the Foundation on issues related to legislative advocacy of benefit to the Center; and
- vii. Such other resource services that EBRPD and the Foundation may subsequently agree to.

2. Supervision, Cost, and Expense. All Services provided by EBRPD under this Agreement shall be undertaken in a professional manner at the sole cost and expense of EBRPD. The Foundation shall bear no costs associated with the Services provided by EBRPD.

3. Term of Agreement. EBRPD shall commence the provision of the Services set forth in this Agreement on or about the Closing, as defined in the Master Agreement, _____, 2021, and unless earlier terminated as provided in Section 6 below, shall continue in effect for the term of the City-Foundation Lease of the Center, expiring June ____, 2056.

4. Personnel. EBRPD shall be solely responsible for the supervision and compensation of all EBRPD personnel who may perform the Services set forth herein.

5. Notices. All notices, demands, requests, advices or designations that may be or are required to be given by either party to the other hereunder shall be in writing. All notices hereunder shall be sufficiently given, made or delivered if served personally, or by national overnight courier service, or if sent by United States certified or registered mail, postage prepaid, addressed as follows:

To Foundation:

To EBRPD:

Each notice referred to in this Section shall be deemed to have been given on the third business day following the date of such mailing (or any earlier date evidenced by a receipt evidencing delivery from such national courier service or United States Postal Service) or immediately if personally delivered to the person to whose attention notices are to be directed. Either party may change its address for notices by giving notice to the other as above-provided.

6. Termination. Each Party shall have the right to terminate this Agreement at any time upon five (5) calendar days' written notice to the other.

7. Miscellaneous. This Agreement contains all of the agreements of the Parties hereto with respect to the Services, and no prior or contemporaneous agreements or understandings pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the Parties hereto. This Agreement may be executed in one or more counterparts, and shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed an original. The Parties agree that an electronic copy of this signed Agreement, or an electronically signed Agreement, has the same force and legal effect as a contract executed with an original ink signature. Unless the context clearly requires otherwise, (a) the plural and singular numbers shall each be deemed to include the other; (b) the masculine, feminine, and neuter genders shall each be deemed to include the others; (c) "shall," "will," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; (e) "includes" and "including" are not limiting; and (f) "days" means calendar days unless specifically provided otherwise. Neither Party may assign its rights or obligations under this Agreement without the express written consent of the other Party. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action or proceeding arising out of or related to this Agreement shall be filed in a court of competent jurisdiction in Alameda County, California.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

FOUNDATION:

EBRPD:

CHABOT SPACE & SCIENCE CENTER FOUNDATION, a California non-profit public benefit corporation

EAST BAY REGIONAL PARK DISTRICT, a California special district

By:
Name:
Its:
Date:

By:
Name:
Its:
Date:

ATTACHMENT M

EASTBAY ASTRONOMICAL SOCIETY COOPERATIVE SERVICES AGREEMENT

This EASTBAY ASTRONOMICAL SOCIETY COOPERATIVE SERVICES AGREEMENT (“**Agreement**”) is made this ____ day of _____, 2021 (“**Effective Date**”), by and between the Chabot Space & Science Center Foundation, a California nonprofit public benefit corporation (“**Foundation**”), and the Eastbay Astronomical Society, a California nonprofit public benefit corporation (“**EAS**”). Foundation and EAS are sometimes referred to hereinafter individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

A. Effective April 20, 1883, the City Council of the City of Oakland (“**City**”) adopted City Ordinance 922, authorizing Anthony Chabot to build and construct an astronomical observatory, and an equatorially mounted telescope of eight inch aperture erected and placed within the observatory, on Lafayette Square within the City and known as the “**Oakland Observatory**”. In 1888, following the death of Anthony Chabot, the observatory name was changed to “Chabot Observatory.”

B. In 1915, due to increasing light pollution and urban congestion, the Chabot Observatory was moved to property owned by the City at 4917 Mountain Boulevard, Oakland (the “**Mtn. Blvd. Property**”).

C. EAS was established in 1924 at the Chabot Observatory by the then Director of the Observatory, Professor Earle M. Linsley, at the recommendation of the retired Observatory Director, Charles Burckhalter, who advised forming a group of professional and amateur astronomers with the purpose of providing support and services to the Chabot Observatory from the astronomical and scientific community. EAS has been operating at the Chabot Observatory continuously ever since with the same educational and scientific purposes.

D. In December, 1930, EAS established the Telescope Makers Workshop at the Chabot Observatory.

E. In January, 1952, EAS was approved by the Oakland Board of Education to perform routine maintenance of the Chabot Observatory telescopes. In 1954, EAS established the Burns Memorial Library at the Chabot Observatory.

F. In the mid-1960s, the Chabot Observatory was expanded considerably. In March, 1965, the Chabot Observatory was renamed as the “**Chabot Science Center**”, and was staffed mainly by personnel of the Oakland Unified School District (“**OUSD**”) and volunteers, notably EAS volunteers.

G. In 1970, OUSD began evaluating the earthquake hazard for the Chabot Science Center. In February, 1975, in response to earthquake safety concerns, EAS proposed relocation of the observatory, suggesting a site near Merritt College. In December, 1975, the Superintendent of Schools recommended to the OUSD Board the commencement of a study to relocate the observatory.

H. In July 1977, a new state seismic safety law required OUSD to terminate public school students’ access to the original observatory facility at the Chabot Science Center, but, at

the urging of EAS, allowed it to remain open to the general public. Accordingly, school activities were limited to outlying classroom buildings and the planetarium.

I. In January, 1980, the OUSD Board passed resolution #28822, authorizing EAS to begin accepting donations for the relocation of the Chabot Science Center.

J. In April, 1985, EAS began operating the Gift Shoppe at the Chabot Science Center.

K. Recognizing the need to restore full access to the Chabot Science Center, the Chabot Observatory & Science Center Joint Powers Agency (“**Chabot Joint Powers Agency**”) was formed by the City, OUSD and East Bay Regional Park District (“**EBRPD**”), in collaboration with EAS, pursuant to that certain Joint Powers Agreement To Create The Chabot Space & Science Center, dated May 26, 1989, as amended through January 1, 2003 (collectively, the “**Joint Powers Agreement**”), and the Chabot Space & Science Center (the “**Center**”) was constructed on property owned by the City at 10000 Skyline Boulevard, Oakland (“**Property**”) within Joaquin Miller Park.

L. Exhibit A-1 of the Joint Powers Agreement described EAS services to be provided to the Chabot Space & Science Center, as well as materials and property, including relocation funds held by EAS, to be granted to Chabot Space & Science Center, or to be transferred as a long loan for life to the Chabot Space & Science Center.

M. On March 29, 2002, EAS and the Chabot Joint Powers Agency entered into that certain Memorandum of Understanding (“**MOU**”) outlining the provision of mutually beneficial services each would provide to the other in connection with the operation of the Chabot Space & Science Center.

N. Effective January __, 2021, the Chabot Joint Powers Agency, City, OUSD, EBRPD, Foundation, and EAS, approved and entered into that certain Master Dissolution And Transfer Agreement (“**Master Agreement**”), providing for the implementation of several matters, collectively referred to in the Master Agreement as the “Dissolution and Transfer Program”, specifically including, but not limited to (i) the dissolution of the Chabot Joint Powers Agency, (ii) termination of the Joint Powers Agreement, (iii) the transfer of assets, certain liabilities and operation of the Chabot Space & Science Center located on the Property to the Foundation, and (iv) the execution of an agreement between the Foundation and EAS governing the cooperative relationship and provision of mutually beneficial services between the Parties similar to those enumerated in Exhibit A-1 of the Joint Powers Agreement and the MOU; and

O. In accordance with Section 3.02 (a) of the Joint Powers Agreement, effective as of July __, 2021 (“**JPA Dissolution Date**”), the Chabot Joint Powers Agency was dissolved, the Joint Powers Agreement was terminated, and the assets, liabilities and operation of the Chabot Space & Science Center on the Property has transferred to the Foundation.

P. In connection with the continued operation of the Chabot Space & Science Center by the Foundation, Section 12 of the Master Agreement contemplates that the Foundation and EAS will enter into an agreement to provide for the continued provision of mutually beneficial services for the benefit of the Chabot Space & Science Center.

Q. The Foundation and EAS desire to enter into this Agreement in order to set forth the terms and conditions relating to the provision of mutually beneficial services for the benefit of the Chabot Space & Science Center.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. EAS Access to Chabot Space & Science Center. During the term of this Agreement, the Foundation will provide EAS with free access to the Chabot Space & Science Center for the following purposes:

- a. Foundation will provide EAS with access to available meeting space in order that EAS may (i) conduct regular monthly meetings of its Board of Directors, at a time and location that is mutually arranged and acceptable to the Parties, (ii) conduct regular monthly lecture programs, presented by EAS, featuring professional or well-known lecturers, as well as its “Members Lecture Program” featuring the work of EAS members, at a time and location that will not interfere with regular programs or rental activities of the Foundation, and (iii) conduct and maintain a training program, subject to the mutual review and acceptance by EAS and Foundation, for EAS members to be qualified in the proper and safe use of telescope instruments and accessories;
- b. Foundation will allow EAS and its members to use the telescopes at such times that will not interfere with public programs or rental activities of the Foundation;
- c. Foundation will provide key/card access to areas of the Chabot Space & Science Center, as deemed appropriate by the Foundation, to designated EAS members and/or volunteers, as is necessary to enable EAS to exercise its rights and perform its obligations under this Agreement; and
- d. Foundation will allow EAS to keep and operate machine tools on site, including a lathe and drill press, to augment the activities of the Telescope Makers Workshop (TMW). Such tools will be located in a mutually agreed upon room within the Center, with adequate electrical power, and shall be available for use by Chabot maintenance personnel as well as EAS.

2. EAS Services. In consideration for the access to the Chabot Space & Science Center provided by Foundation to EAS, EAS shall provide the following services (“**Services**”) for the benefit of the Chabot Space & Science Center:

- a. EAS will continue to assist Foundation staff in maintaining the telescopes (Transit, 8-inch, 20-inch, 36-inch), and the variety of portable telescopes that are set up in the Wightman plaza, the front entrance, or other locations for special events, support instruments, and any future telescopes;

- b. EAS volunteers who provide services under this agreement shall be formal volunteers under the Foundation Volunteer Program and shall at all times remain active and in full compliance with the requirements as administered by the Foundation Volunteer Coordinator. As appropriate, the Foundation Volunteer Coordinator may allow EAS volunteers to wear special nametags, as approved by Foundation, indicating they are both EAS members and Foundation volunteers;
- c. EAS will conduct the Telescope Makers Workshop (TMW) on a weekly basis and at a location mutually acceptable to the Parties. As of the execution of this Agreement, the TMW will be located on the second floor of the Spees Building, at the optical testing room behind it and the Chemistry/Physics Lab. The TMW shall be a regularly scheduled component of the Foundation's public programs. TMW instructors will be under the Foundation Volunteer Program and operate within the Foundation's requirements;
- d. EAS will provide volunteers to assist with staffing of the library and the archive room at the Chabot Space & Science Center (open shelving, secured rare book room, and archival documents and objects locked cabinets) located on the second floor of the Dellums Bldg. The library will remain open for a minimum of one (1) hour after the completion of the EAS monthly lecture program referred to in Section 1.a. (ii) above, and for additional hours in connection with the regular Foundation public programs, as well as some day class programs as will be coordinated from time to time between EAS and the Foundation's Director Visitor Experience.
- e. EAS will be available, as needed and agreed between the Parties, to undertake and complete any required historical restoration and/or rehabilitation of the 20-inch Refractor (Rachel), 8-inch Refractor (Leah), and Transit Telescope, including installation and work with the Foundation in helping to build any other astronomically related equipment as well as making the telescopes fully operational for public viewing and after-hours use;
- f. The EAS will assist and advise the Foundation with recommendations and instruction in support of the Chabot Space & Science Center's continuing astronomy and space science activities, classes and/or exhibits.
- g. EAS is the owner of the painting and marble bust of Anthony Chabot loaned to the Foundation for public display at locations of Foundation's choosing. The condition of the loan is that if Chabot Space & Science Center closes, EAS would have the right to donate the painting and marble bust to the Bancroft Library, Oakland Museum, or Oakland City Library, or, failing to place the items at these locations, to any other acceptable 501(c) (3) organization that meets EAS' requirements for displaying and preserving said artifacts;

- h. EAS and Foundation have agreed to a loan of books and photos from EAS's Burns Memorial Library for use in the Chabot Space & Science Center library as detailed in [\[add link when available\]](#);
- i. EAS volunteers will continue to support, as needed, programming and maintenance of the Chabot Space & Science Center's Zeiss Universarium planetarium projector; and
- j. Such other resource services that EAS and the Foundation may subsequently agree to.

3. Supervision, Cost, and Expense. All Services provided by EAS shall be undertaken in a professional manner at the sole cost and expense of EAS. The Foundation shall bear no costs associated with the Services provided by EAS except, as may be required and by mutual agreement between EAS and the Foundation, the Foundation may bear a portion or all of the cost of parts or components required for repair and/or continued operation of the Foundation's telescopes. EAS shall bear no costs associated with the use of the Chabot Space & Science Center.

4. Term of Agreement. This Agreement shall commence on or about the Closing, as defined in the Master Agreement, [\[redacted\]](#), 2021, and unless earlier terminated as provided in Section 10 below, shall continue in effect for the term of the City-Foundation Lease of the Center, expiring [\[redacted\]](#), 2056.

5. Volunteers. EAS represents to Foundation that EAS members performing Services herein are volunteers, who are not receiving any compensation for their work to perform the Services. Prior to the commencement of Services on the Property by an EAS volunteer, EAS shall cause each volunteer to become formal volunteers under the Foundation Volunteer Program and shall at all times remain active and in full compliance with the requirements as administered by the Foundation Volunteer Coordinator. The Parties acknowledge that the Foundation shall maintain workers compensation insurance coverage for all formal volunteers under the Foundation Volunteer Program.

6. Supervision of Services. Foundation and its authorized agents shall, at all times during the provision of Services, have free access to the areas where such Services are being provided, be allowed to examine and review the Services, the manner in which they are being provided and all materials used and to be used in connection therewith. Further, Foundation shall have the right to cancel the provision of one or more of the Services listed in Section 1 above, or require changes in the manner in which Services are being provided and the materials used in connection therewith, with the understanding that such cancellation or changes may limit or preclude the ability of EAS to carry out those Services listed in Section 2 above..

7. Insurance. For the duration of this Agreement, the Parties shall maintain comprehensive (or commercial) general liability insurance with respect to their respective activities (EAS' insurance shall include the activities of its volunteers), with limits of not less than One Million Dollars (\$1,000,000) combined single limit for personal injury, bodily injury or death or property damage or destruction (including loss of use thereof) for any one occurrence,

having such provisions as are reasonably acceptable to each other. The amounts of such general liability insurance may be increased from time to time as the Parties may reasonably determine. Each Party shall name the other as an additional insured, and such policies of insurance shall contain language stating that it is primary and non-contributing with any insurance, self-insurance or joint self-insurance maintained by the other Party. Each Party shall provide the other with evidence of such insurance.

8. Notices. Any and all notices, demands, requests between the parties hereto provided for or permitted under this Agreement shall be in writing and shall be deemed duly served when personally delivered to a party hereto, or as of the date of delivery if by national overnight courier service, or, in lieu of such personal service, three (3) calendar days after its post mark date of deposit in the United States mail, first-class postage prepaid, addressed as follows:

To Foundation:

Chabot Space & Science Center Foundation
10000 Skyline Blvd.
Oakland, CA 94619
Attention: Executive Director

To EAS:

Eastbay Astronomical Society
P.O. Box 18635
Oakland, CA 94619-0635
Attention: President

9. Termination. Each Party shall have the right to terminate this Agreement upon ninety (90) calendar days' written notice to the other.

10. Miscellaneous. This Agreement contains all of the agreements of the Parties hereto with respect to the Services, and no prior or contemporaneous agreements or understandings pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the Parties hereto. This Agreement may be executed in one or more counterparts, and shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed an original. The Parties agree that an electronic copy of this signed Agreement, or an electronically signed Agreement, has the same force and legal effect as a contract executed with an original ink signature. Unless the context clearly requires otherwise, (a) the plural and singular numbers shall each be deemed to include the other; (b) the masculine, feminine, and neuter genders shall each be deemed to include the others; (c) "shall," "will," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; (e) "includes" and "including" are not limiting; and (f) "days" means calendar days unless specifically provided otherwise. Neither Party may assign its rights or obligations under this Agreement without the express written consent of the other Party. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action or proceeding arising out of or related to this Agreement shall be filed in

a court of competent jurisdiction in Alameda County, California.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

FOUNDATION:

EAS:

CHABOT SPACE & SCIENCE CENTER FOUNDATION, a California non-profit public benefit corporation

EASTBAY ASTRONOMICAL SOCIETY, a California non-profit public benefit corporation

By:
Name:
Its:
Date:

By:
Name:
Its:
Date:

ATTACHMENT N

DRAFT _____, 2021

Ms. Jennifer Senhaji
Old Republic Title Company
555 12th Street, Suite 2000
Oakland, CA 94607
Email: JSenhaji@ortc.com

Re: Joint Escrow Instructions
Chabot Space & Science Center, 10000 Skyline Boulevard, Oakland,
California (the “**Center Property**”) (Order No.: 1117021639-JS)

Dear Ms. Senhaji:

This letter constitutes the joint escrow instructions (the “**Escrow Instructions**”) of the Chabot Space & Science Center Foundation, a California non-profit public benefit corporation (“**Foundation**”), Chabot Space & Science Center Joint Powers Agency, a joint powers agency (“**Chabot JPA**”), City of Oakland, a municipal corporation (“**City**”), Oakland Unified School District, a California public school district organized and existing under the laws of the State of California (“**OUSD**”), East Bay Regional Park District, a California special district (“**EBRPD**”), and Eastbay Astronomical Society, a California non-profit public benefit corporation (“**EAS**”). Foundation, Chabot JPA, City, OUSD, EBRPD and EAS are sometimes referred to herein individually as a “**Party**,” and collectively as the “**Parties**”.

Please indicate your acceptance of these Escrow Instructions by signing below and transmitting the same in PDF format to Fred Patton on behalf of Chabot JPA at fpatton@chabotspace.org, JoAnne Dunec on behalf of City at JDunec@oaklandcityattorney.org, Joshua Daniels on behalf of OUSD at Josh.daniels@ousd.org, Jason Rosenberg on behalf of EBRPD at JRosenberg@ebparks.org, Richard Ozer on behalf of EAS at pres@eastbayastro.org, and Michael Biddle on behalf of the Foundation at mbiddle@bwslaw.com, and transmitting an executed original to the attention of Michael Biddle at the address indicated in Section VII below.

I. Description of the Transaction. Effective January ____, 2021, the Parties have entered into that certain Master Dissolution and Transfer Agreement (“**Master Agreement**”), an executed copy of which has been previously been transmitted to you. As set forth in the Master Agreement, through this escrow, the Parties have agreed to implement the following actions:

A. Dissolution of Chabot JPA.

The City, OUSD and EBRPD, in collaboration with EAS, formed the Chabot JPA pursuant to that certain Joint Powers Agreement to Create The Chabot Space & Science Center, dated May 26, 1989, as amended through January 1, 2003 (collectively, the “**JPA Agreement**”). In accordance with the terms of the JPA Agreement, the Board of Directors (“**Board**”) of the Chabot JPA will adopt a resolution declaring its intent to dissolve (“**Resolution of Intent**”), substantially in the form of Attachment A to the Master Agreement, and will thereafter dissolve the Chabot JPA pursuant to a resolution of dissolution adopted by the Board (“**Resolution of Dissolution**”), substantially in the form of Attachment B to the Master Agreement. The Resolution of Dissolution will become effective ninety (90) calendar days following the date of its adoption by the Board (“**JPA Dissolution Date**”). The Chabot JPA will deliver copies of the Resolution of Intent and Resolution of Dissolution into escrow promptly following their adoption by the Board and to the other Parties outside this escrow.

B. Amendment of Foundation Articles of Incorporation and Bylaws.

After the Chabot JPA was formed, it formed the Foundation, as reflected in the Articles of Incorporation of The Chabot Observatory & Science Center Foundation, dated December 7, 1990, filed December 10, 1990, in the Office of the Secretary of State of the State of California (“**Secretary of State**”), Document No. 1516484, as amended by Certificate of Amendment Of Articles of Incorporation of The Chabot Observatory & Science Center Foundation, dated January 20, 2000, filed March 9, 2000, with the Secretary of State, Document No. A0543303 (“**Foundation Articles**”). The rules governing the manner in which the Foundation operates are as set forth in the Bylaws of The Chabot Space & Science Center Foundation, as last amended on May 28, 2015 (“**Foundation Bylaws**”).

Prior to, or concurrently with, the adoption of the Resolution of Dissolution, the Boards of the Chabot JPA and Foundation will each adopt resolutions approving amendments to the Foundation Articles (“**Amended Foundation Articles**”) and the Foundation Bylaws (“**Amended Foundation Bylaws**”), and deliver them into escrow to be effective as of the JPA Dissolution Date. The Amended Foundation Articles will be filed with the Secretary of State outside of this escrow by the Foundation on or after the JPA Dissolution Date. The Amended Foundation Bylaws shall not be filed or recorded. Thereafter, the Foundation shall deliver a file endorsed copy of the Amended Foundation Articles and the Amended Foundation Bylaws into escrow. Through this escrow a copy of the Amended Foundation Articles and Amended Foundation Bylaws shall be distributed to the Parties following the close of escrow.

C. Termination of JPA Agreement.

The City, OUSD, EBRPD and EAS will each execute the Agreement Terminating Joint Powers Agreement To Create The Chabot Space & Science Center (“**Termination**”).

of JPA Agreement”), substantially in the form of Attachment C to the Master Agreement, and deliver it to the Foundation to be effective as of the JPA Dissolution Date. The Termination of JPA Agreement will be filed with the Secretary of State and the State Controller outside of this escrow by the Foundation on or after the JPA Dissolution Date. Thereafter, the Foundation shall deliver a file endorsed copy of the Termination of JPA Agreement into escrow. Through this escrow a copy of the file endorsed copy of the Termination of JPA Agreement shall be distributed to the Parties following the close of escrow.

D. Termination of City-Chabot JPA Ground Lease.

The City and Chabot JPA previously entered into a ground lease of the Center Property (“**City-Chabot JPA Ground Lease**”), as evidenced by that certain Memorandum of Ground Lease Agreement, recorded on August 31, 1999, in the Official Records, as Instrument No. 99332994 (“**Memorandum of Ground Lease**”). As provided by the City-Chabot JPA Ground Lease and JPA Agreement, upon the dissolution of the Chabot JPA, the City, OUSD, EBRPD and EAS each had the right to assume the City-Chabot JPA Ground Lease. Further, as provided by the Master Agreement, the City, OUSD, EBRPD and EAS waive their rights to assume the City-Chabot JPA Ground Lease upon dissolution of the Chabot JPA.

The Chabot JPA, City, OUSD, EBRPD and EAS will each execute and acknowledge the Termination of Ground Lease And Quitclaim And Release Of Memorandum of Lease (“**Termination of Ground Lease and Quitclaim**”), substantially in the form of Attachment D to the Master Agreement, and deliver it into escrow to be effective as of the JPA Dissolution Date, which includes an affirmation of the waiver of rights to assume the City-Chabot JPA Ground Lease. Through this escrow, the Termination of Ground Lease And Quitclaim will be recorded in the Official Records on or after the JPA Dissolution Date.

E. Termination of OUSD-Chabot JPA Lease-Leaseback Agreements.

In connection with the construction of the improvements on the Center Property, OUSD loaned Chabot JPA funds to complete its construction (the “**OUSD Loan**”), and subsequently, OUSD and Chabot JPA restructured the security for the OUSD Loan as reflected in that certain Chabot JPA Lease Agreement, dated November 9, 2010, by and between Chabot JPA and OUSD, as evidenced by that certain Memorandum of Lease recorded on December 29, 2010 in the Official Records as Instrument No. 2010390631 (collectively, “**Facility Lease Agreement**”), and that certain Site Lease, dated November 9, 2010, by and between Chabot JPA and OUSD, as evidenced by that certain Memorandum of Lease recorded on December 29, 2010 in the Official Records as Instrument No. 2010390630 (collectively, “**Site Lease**”).

Additionally, to facilitate the aforementioned transaction, the Chabot JPA, City and OUSD entered into that certain unrecorded Agreement Regarding Conditional

Assignment, dated November 9, 2010 (“**Conditional Assignment**”). Some years later, Chabot JPA and OUSD entered into that certain unrecorded Forbearance Agreement on September 1, 2014, as amended on June 29, 2016, October 13, 2016 and December 13, 2017 (collectively, the “**Forbearance Agreement**”), to provide time to negotiate the means by which the outstanding balance of the OUSD Loan could be satisfied and the security therefor, as evidenced by the Site Lease and Facility Lease Agreement, released as an encumbrance on the City-Chabot JPA Ground Lease and Center Property. The Facility Lease Agreement, the Site Lease, Conditional Assignment, and Forbearance Agreement are sometimes referred to herein collectively, as the “**Lease-Leaseback Agreements**”.

The Chabot JPA, City and OUSD shall each execute and acknowledge the Termination of Lease-Leaseback Agreements and Quitclaim and Release of Memoranda of Leases (Chabot Space and Science Center) (“**Termination and Quitclaim Deed**”), substantially in the form of Attachment E to the Master Agreement, and deliver it into escrow to be effective as of the JPA Dissolution Date. Through this escrow the Termination and Quitclaim Deed will be recorded in the Official Records on or after the JPA Dissolution Date.

F. Creation of City-OUSD Mtn. Blvd. Lease.

The City and OUSD shall each execute and acknowledge a lease pertaining to the Mtn. Blvd. Property (the “**City-OUSD Mtn. Blvd Lease**”), substantially in the form of Attachment F to the Master Agreement, and deliver it into escrow to be effective as of the JPA Dissolution Date. Through this escrow, the City-OUSD Mtn. Blvd. Lease, or as may be agreed to by City and OUSD, a Memorandum of City-OUSD Mtn. Blvd. Lease, will be recorded in the Official Records on or after the JPA Dissolution Date.

G. Transfer of Chabot JPA Program Assets & Obligations to Foundation.

The Chabot JPA, Foundation and EAS shall each execute the Program Transfer Agreement (the “**Transfer Agreement**”), substantially in the form of Attachment G to the Master Agreement, and deliver it into escrow to be effective as of the JPA Dissolution Date.

The Chabot JPA shall execute the Bill Of Sale And Assignment (the “**Bill of Sale**”), substantially in the form of Exhibit A to the Transfer Agreement, and deliver it into escrow to be effective as of the JPA Dissolution Date.

The Chabot JPA, City, OUSD, EBRPD and EAS shall each execute the Assignment, Waiver And Consent Agreement (the “**Assignment**”), substantially in the

form of Exhibit B to the Transfer Agreement, and deliver it into escrow to be effective as of the JPA Dissolution Date.

The Transfer Agreement, Bill of Sale and Assignment shall not be recorded and, through this escrow, a fully executed original of the Transfer Agreement, Bill of Sale and Assignment shall be distributed to the Foundation, and a copy shall be distributed to the remaining Parties following the close of escrow.

H. Creation of City-Foundation Lease.

The City and Foundation shall each execute and acknowledge a lease pertaining to the Center Property (the “**City-Foundation Lease**”), in a form to be negotiated between the City and Foundation, and deliver it into escrow to be effective as of the JPA Dissolution Date. Through this escrow, the City-Foundation Lease, or as may be agreed to by City and Foundation, a Memorandum of City-Foundation Lease, will be recorded in the Official Records on or after the JPA Dissolution Date.

I. Creation of City-Foundation Access License.

The City and Foundation shall each execute a license for emergency access from the north parking on the Center Property to Skyline Boulevard (the “**City-Foundation Access License**”), in a form to be negotiated between the City and Foundation, and deliver it into escrow, with two (2) original signature pages, to be effective as of the JPA Dissolution Date. The City-Foundation Access License shall not be recorded and, through this escrow, a fully executed original of the City-Foundation Access License shall be distributed to the City and Foundation following the close of escrow.

J. City-Foundation Grant Agreement.

The City and Foundation shall each execute a grant agreement relating to funding for programs provided by the Foundation (the “**City-Foundation Grant Agreement**”), in a form to be negotiated between the City and Foundation, and deliver it into escrow, with two (2) original signature pages, to be effective as of the JPA Dissolution Date. The City-Foundation Grant Agreement shall not be recorded and, through this escrow, a fully executed original of the City-Foundation Grant Agreement shall be distributed to the City and Foundation following the close of escrow.

K. OUSD-Foundation Trust Telescopes License.

OUSD and the Foundation shall each execute the Trust Telescopes License Agreement (the “**Trusts Telescopes License**”), substantially in the form of Attachment I to the Master Agreement, and deliver it into escrow, with two (2) original signature pages, to be effective as of the JPA Dissolution Agreement. The Trust Telescopes License shall

not be recorded and, through this escrow, a fully executed original of the Trust Telescopes License shall be distributed to OUSD and Foundation following the close of escrow.

L. Creation of EBRPD-Foundation Garage Lease.

The EBRPD and Foundation shall each execute and acknowledge a lease pertaining to operation and maintenance of the public parking garage structure (“**Center Garage**”) located on EBRPD’s property adjacent to the Center Property (“**Garage Property**”) (the “**EBRPD-Foundation Garage Lease**”), in a form to be negotiated between the EBRPD and Foundation, and deliver it into escrow to be effective as of the JPA Dissolution Date. Through this escrow, the EBRPD-Foundation Garage Lease, or as may be agreed to by EBRPD and Foundation, a Memorandum of EBRPD-Foundation Garage Lease, will be recorded in the Official Records on or after the JPA Dissolution Date.

M. Creation of City-EBRPD Garage Access Easement.

The City and EBRPD shall execute and acknowledge an easement for public recreational and vehicular access and emergency vehicle and maintenance access for ingress and egress along and across the existing driveway on the Center Property from the Garage Property to Skyline Boulevard (“**Garage Access Easement**”), substantially in the form of Attachment K to the Master Agreement, and deliver it into escrow to be effective as of the JPA Dissolution Date. Through this escrow, the Garage Access Easement will be recorded in the Official Records on or after the JPA Dissolution Date.

N. EBRPD-Foundation Cooperation Agreement.

The Foundation and EBRPD shall each execute the East Bay Regional Park District Cooperative Services Agreement (“**EBRPD Cooperation Agreement**”), substantially in the form of Attachment L to the Master Agreement, and deliver it into escrow, with two (2) original signature pages, to be effective as of the JPA Dissolution Date. The EBRPD Cooperation Agreement shall not be recorded and, through this escrow, a fully executed original of the EBRPD Cooperation Agreement shall be distributed to EBRPD and Foundation following the close of escrow.

O. EAS-Foundation Cooperation Agreement.

The Foundation and EAS shall each execute the Eastbay Astronomical Society Cooperative Services Agreement (“**EAS Cooperation Agreement**”), substantially in the form of Attachment M to the Master Agreement, and deliver it into escrow, with two (2) original signature pages, to be effective as of the JPA Dissolution Date. The EAS Cooperation Agreement shall not be recorded and, through this escrow, a fully executed original of the EAS Cooperation Agreement shall be distributed to EAS and Foundation following the close of escrow.

II. Deposits Into Escrow.

A. You will receive file endorsed copies of the following documents (collectively, the “**State Filed Documents**”), each of which will be filed with the Secretary of State and State Controller, as appropriate, by the Foundation outside this escrow:

1. Amended Foundation Articles;
2. Termination of JPA Agreement (Attachment C to Master Agreement).

B. You will receive the following documents (collectively, the “**Recorded Documents**”), each of which is to be recorded in the Official Records of Alameda County in the following order:

1. Termination of Ground Lease and Quitclaim (Attachment D to Master Agreement);
2. Termination and Quitclaim Deed (Attachment E to Master Agreement);
3. City-OUSD Mtn. Blvd Lease (Attachment F to Master Agreement), or Memorandum of City-OUSD Mtn. Blvd Lease;
4. City-Foundation Lease, or Memorandum of City-Foundation Lease;
5. EBRPD-Foundation Garage Lease, or Memorandum of EBRPD-Foundation Garage Lease; and
6. City-EBRPD Garage Access Easement (Attachment K to Master Agreement).

C. The following additional unrecorded documents will be executed by the applicable parties, and unless otherwise instructed, will be deposited into escrow (collectively, the “**Additional Documents**”):

1. Resolution of Intent (Attachment A to Master Agreement);
2. Resolution of Dissolution (Attachment B to Master Agreement);
3. Amended Foundation Bylaws;
4. Transfer Agreement (Attachment G to Master Agreement);
5. Bill of Sale and Assignment (Exhibit A to Transfer Agreement);

6. Assignment, Waiver and Consent Agreement (Exhibit B to Transfer Agreement);
7. City-Foundation Access License;
8. City-Foundation Grant Agreement;
9. Trust Telescopes License (Attachment I to Master Agreement);
10. EBRPD-Foundation Cooperation Agreement (Attachment L to Master Agreement); and
11. EAS-Foundation Cooperation Agreement (Attachment M to Master Agreement).

III. Instructions.

You are authorized to close escrow in accordance with these instructions when all of the following conditions have been satisfied:

1. You hold all of the State Filed Documents, Recorded Documents and all of the Additional Documents, duly executed by all parties and acknowledged as required.
2. You have ensured that the proper legal description and original signature pages are attached to each of the Recorded Documents and Additional Documents, and that all exhibits are properly attached to each.
3. You have transmitted by email scanned copies of each of the fully-executed State Filed Documents, Recorded Documents and Additional Documents to Fred Patton on behalf of Chabot JPA at fpatton@chabotspace.org, JoAnne Dunec on behalf of City at JDunec@oaklandcityattorney.org, Joshua Daniels on behalf of OUSD at Josh.daniels@ousd.org, Jason Rosenberg on behalf of EBRPD at JRosenberg@ebparks.org, Richard Ozer on behalf of EAS at pres@eastbayastro.org, and Michael Biddle on behalf of the Foundation at mbiddle@bwslaw.com.
4. You have provided, and the Parties have approved, the final settlement statement for this transaction ("**Settlement Statement**").
5. You are prepared to fully comply with all of the terms and conditions of these Escrow Instructions.

6. You have had personal, telephone, or email contact with Fred Patton on behalf of Chabot JPA at fpatton@chabotspace.org, JoAnne Dunec on behalf of City at JDunec@oaklandcityattorney.org, Joshua Daniels on behalf of OUSD at Josh.daniels@ousd.org, Jason Rosenberg on behalf of EBRPD at JRosenberg@ebparks.org, Richard Ozer on behalf of EAS at pres@eastbayastro.org, and Michael Biddle, on behalf of the Foundation at mbiddle@bwslaw.com / (510) 903-8824 confirming that all other conditions to closing required by the Parties have been satisfied.
7. Upon satisfaction of all of the foregoing conditions, you are instructed to record the Recorded Documents in the Official Records of Alameda County in the order listed in Section II.B above.

IV. Closing Costs.

The Recorded Documents are exempt from recording fees per Government Code section 27383 and Building Homes And Jobs Trust Fund Fee per Government Code section 27388.1(a)(2)(D).

The Recorded Documents, to the extent they constitute a change in ownership as defined under State law or the City of Oakland municipal code, are exempt from Documentary Transfer Tax per California Revenue and Taxation Code sections 11922 and 61, and City of Oakland Real Property Transfer Tax pursuant to Oakland Municipal Code section 4.20.050.E.

All other escrow and closing costs and fees are to be paid by _____
_____.

V. Delivery of Documents and Title Policies

A. Within five (5) business days following recordation of the Recorded Documents, please send:

1. copies of the State Filed Documents; certified, conformed copies of each of the Recorded Documents indicating recording information thereon; an original executed Amended Foundation Bylaws; an original executed Transfer Agreement (Attachment G to Master Agreement); an original Bill of Sale and Assignment (Exhibit A to Transfer Agreement); an original Assignment, Waiver and Consent Agreement (Exhibit B to Transfer Agreement); an original executed City-Foundation Access License; an original executed City-Foundation Grant Agreement; an original executed Trust Telescopes License (Attachment I to Master Agreement); an original executed Garage Access Agreement (Attachment K to Master Agreement); an

original executed EBRPD-Foundation Cooperation Agreement (Attachment L to Master Agreement); an original executed EAS-Foundation Cooperation Agreement (Attachment M to Master Agreement); and a copy of the final Settlement Statement to Adam Tobin, 10000 Skyline Boulevard, Oakland, CA 94619.

2. a complete set of copies of all of the documents described in the preceding paragraph (a) to (i) Michael G. Biddle at Burke, Williams & Sorensen, 1901 Harrison Street, Suite 900, Oakland, CA 94612, and (ii) Cynthia Rowland at Farella, Braun & Martell, Russ Building, 2235 Montgomery Street, 17th Floor, San Francisco, CA 94194.
3. copies of the State Filed Documents; certified, conformed copies of each of the Recorded Documents indicating recording information thereon; a copy of the executed Amended Foundation Bylaws; a copy of the executed Transfer Agreement (Attachment G to Master Agreement); a copy of the Bill of Sale and Assignment (Exhibit A to Transfer Agreement); a copy of the Assignment, Waiver and Consent Agreement (Exhibit B to Transfer Agreement); an original executed City-Foundation Access License; an original executed City-Foundation Grant Agreement; a copy of the executed Trust Telescopes License (Attachment I to Master Agreement); a copy of the executed EBRPD-Foundation Cooperation Agreement (Attachment L to Master Agreement); a copy of the executed EAS-Foundation Cooperation Agreement (Attachment M to Master Agreement); and a copy of the final Settlement Statement to the Office of the City Attorney, One Frank H. Ogawa Plaza, 6th Floor, Oakland, CA 94612, Attention: JoAnne Dunec.
4. copies of the State Filed Documents; certified, conformed copies of each of the Recorded Documents indicating recording information thereon; a copy of the executed Amended Foundation Bylaws; a copy of the executed Transfer Agreement (Attachment G to Master Agreement); a copy of the Bill of Sale and Assignment (Exhibit A to Transfer Agreement); a copy of the Assignment, Waiver and Consent Agreement (Exhibit B to Transfer Agreement); an original executed Trust Telescopes License (Attachment I to Master Agreement); and a copy of the final Settlement Statement to Oakland Unified School District, 1000 Broadway, Suite 300, Oakland, CA 94607, Attention: Joshua Daniels, General Counsel.
5. a complete set of copies of all of the documents described in the preceding paragraph (d) to Mark Williams at Fagen, Friedman & Fulfroost, 70 Washington Street, Suite 205, Oakland, CA 94607.

6. copies of the State Filed Documents; certified, conformed copies of each of the Recorded Documents indicating recording information thereon; a copy of the executed Amended Foundation Bylaws; a copy of the executed Transfer Agreement (Attachment G to Master Agreement); a copy of the Bill of Sale and Assignment (Exhibit A to Transfer Agreement); a copy of the Assignment, Waiver and Consent Agreement (Exhibit B to Transfer Agreement); an original of the executed EBRPD-Foundation Cooperation Agreement (Attachment K to Master Agreement); and a copy of the final Settlement Statement to East Bay Regional Park District, 2950 Peralta Oaks Court, Oakland, CA 94605-0381, Attention: Jason Rosenberg, Assistant District Counsel.
7. copies of the State Filed Documents; certified, conformed copies of each of the Recorded Documents indicating recording information thereon; a copy of the executed Amended Foundation Bylaws; a copy of the executed Transfer Agreement (Attachment G to Master Agreement); a copy of the Bill of Sale and Assignment (Exhibit A to Transfer Agreement); a copy of the Assignment, Waiver and Consent Agreement (Exhibit B to Transfer Agreement); a copy of the executed Trust Telescopes License (Attachment I to Master Agreement); an original of the executed EAS-Foundation Cooperation Agreement (Attachment M to Master Agreement); and a copy of the final Settlement Statement to Eastbay Astronomical Society, P.O. Box 18635, Oakland, CA 94619-0635, Attention: Richard Ozer, President; and
8. copies of the State Filed Documents; certified, conformed copies of each of the Recorded Documents indicating recording information thereon; a copy of the executed Amended Foundation Bylaws; an original of the executed Transfer Agreement (Attachment G to Master Agreement); a copy of the Bill of Sale and Assignment (Exhibit A to Transfer Agreement); a copy of the Assignment, Waiver and Consent Agreement (Exhibit B to Transfer Agreement); and a copy of the final Settlement Statement to Chabot Space & Science Center Joint Powers Agency, 10000 Skyline Boulevard, Oakland, CA 94619, Attention: Fred Patton, CFO.

VI. Modification.

These Escrow Instructions may not be modified except by written, including email, or telephonic instruction, of Fred Patton on behalf of Chabot JPA, JoAnne Dunec on behalf of City, Joshua Daniels on behalf of OUSD, Jason Rosenberg on behalf of EBRPD, Richard Ozer on behalf of EAS, or Michael Biddle on behalf of the Foundation. These Escrow Instructions may be revoked by instruction of any of the foregoing at any time prior to Closing.

VII. Acknowledgement.

Please acknowledge your acceptance of, and agreement to strictly comply with, these Escrow Instructions by signing a copy of this letter, returning a signed copy in accordance with the instructions set forth in the first paragraph of this letter, and returning the signed original by mail to Michael G. Biddle at Burke, Williams & Sorensen, 1901 Harrison Street, Suite 900, Oakland, CA 94612. Notwithstanding the foregoing, the delivery of any of the documents described herein for filing or recordation shall constitute evidence of your agreement to comply with all of the instructions contained in these Escrow Instructions.

Sincerely,

CITY OF OAKLAND,
a municipal corporation

By: _____
Name: JoAnne Dunec
Title: Deputy City Attorney

OAKLAND UNIFIED SCHOOL DISTRICT,
a California public school district

By: _____
Name: Joshua R. Daniels
Title: General Counsel

**CHABOT SPACE & SCIENCE CENTER
JOINT POWERS AGENCY, a joint powers
agency**

By: _____
Name: Fred Patton
Title: Chief Financial Officer

**CHABOT SPACE & SCIENCE CENTER
FOUNDATION, a California non-profit
public benefit corporation**

By: _____
Name: Michael G. Biddle
Title: Special Counsel

_____, 2021
Jennifer Senhaji
Old Republic Title Company
Order Nos. 1117021639-JS & 1117021207-JS
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**EAST BAY REGIONAL PARK DISTRICT, a
California special district**

By: _____
Name: Jason Rosenberg
Title: Assistant District Counsel

**EASTBAY ASTRONOMICAL SOCIETY, a
California non-profit public benefit
corporation**

By: _____
Name: Richard Ozer
Title: President

The undersigned acknowledge receipt of the foregoing instructions and agrees to act in strict accordance therewith.

OLD REPUBLIC TITLE COMPANY

By: _____

Print Name: _____

Title: _____

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ATTACHMENT O

BUSINESS ADDRESSES FOR NOTICE

FOUNDATION:	
Name:	Chabot Space & Science Center Foundation
Address:	10000 Skyline Boulevard
	Oakland, CA 94619
Attn:	Adam Tobin, Executive Director
Telephone:	(510) 336-7338
Email:	atobin@chabotspace.org
Name:	Burke, Williams & Sorensen, LLP
Address:	1901 Harrison Street, 9 th Floor
	Oakland, CA 94612
Attn:	Michael G. Biddle, Special Counsel
Telephone:	510-903-8824 (Office); 510-685-7501 (Cell)
Email:	mbiddle@bwslaw.com
Name:	Farella, Braun & Martell
Address:	Russ Building
	235 Montgomery Street, 17 th Floor
	San Francisco, CA 94194
Attn:	Cynthia Rowland, Special Counsel
Telephone:	(415) 954-4454
Email:	crowland@fbm.com
EBRPD:	
Name:	East Bay Regional Park District
Address:	2950 Peralta Oaks Court
	Oakland, CA 94605-0381
Attn:	Carol Victor, District Counsel
Telephone:	(510) 544-2004
Email:	cvictor@ebparks.org
Name:	East Bay Regional Park District
Address:	2950 Peralta Oaks Court
	Oakland, CA 94605-0381
Attn:	Michael Reeves, Chief of Land Acquisition
Telephone:	(510) 544-2607

Email:	mreeves@ebparks.org
EAS:	
Name:	Eastbay Astronomical Society
Address:	Post Office Box 18635
	Oakland, CA 94619-0635
Attn:	Richard Ozer, President
Telephone:	(510) 406-1914
Email:	pres@eastbayastro.org
EAS:	
Name:	Eastbay Astronomical Society
Address:	Post Office Box 18635
	Oakland, CA 94619-0635
Attn:	Gerald McKeegan, JPA Representative
Telephone:	(925)926-0853 / (925)899-3468
Email:	geraldspace@earthlink.net ; jpa@eastbayastro.org
OUSD:	
Name:	Oakland Unified School District
Address:	1000 Broadway, Suite 300
	Oakland, CA 94607
Attn:	Dr. Kyla Johnson-Trammell, Superintendent
Telephone:	(510) 879-8200
Email:	superintendent@ousd.org
OUSD:	
Name:	Oakland Unified School District
Address:	1000 Broadway, Suite 300
	Oakland, CA 94607
Attn:	Joshua Daniels, General Counsel
Telephone:	(510) 879-8535
Email:	Josh.daniels@ousd.org

CITY:	
Name:	City of Oakland
	Economic & Workforce Development Department
Address:	250 Frank H. Ogawa Plaza, 5th Floor
	Oakland, CA 94612
Attn:	Director
Telephone:	
Email:	
Name:	Office of the City Attorney
Address:	One Frank H. Ogawa Plaza, 6th Floor
	Oakland, California 94612
Attn:	Supervising City Attorney for Real Estate
Telephone:	
Email:	
Name:	City of Oakland
	Real Estate Asset Management Division
Address:	50 Frank H. Ogawa Plaza, Suite 4314
	Oakland, California 94612
Attn:	Real Property Asset Manager
Telephone:	(510) 238-6354
Email:	(as of Effective Date): bmoriarty@oaklandca.gov
CHABOT JPA:	
Name:	Chabot Space & Science Center Joint Powers Agency
Address:	10000 Skyline Boulevard
	Oakland, CA 94619
Attn:	Board Chair
Telephone:	
Email:	
Name:	Chabot Space & Science Center Joint Powers Agency
Address:	10000 Skyline Boulevard
	Oakland, CA 94619
Attn:	Board Secretary
Telephone:	
Email:	

