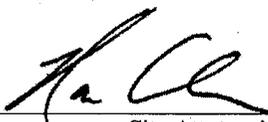


FILED
OFFICE OF THE CITY CLERK
OAKLAND

21 JUL 14 PM 3:36

APPROVED AS TO FORM AND LEGALITY


City Attorney's Office

OAKLAND CITY COUNCIL

ORDINANCE NO. ~~13659~~ 13659 C.M.S.

AN ORDINANCE TO:

(1) CONSENT TO THE TRANSFER OF THE FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE A BRIDGE AND TUNNEL AT 21ST STREET, PURSUANT TO ORDINANCE NO. 8005, C. M.S. DATED JULY 24, 1969, AS AMENDED BY ORDINANCE NO. 12733 C.M.S. DATED MARCH 7, 2006, TO CIM-OAKLAND 1 KAISER PLAZA LP AND BA2 300 LAKESIDE LLC; AND

(2) AMEND SAID ORDINANCE TO:

(A) INCREASE THE AMOUNT OF THE LIABILITY INSURANCE FROM \$1,000,000 TO \$2,000,000 FOR PROPERTY DAMAGE AND BODILY INJURY;

(B) INCREASE THE ANNUAL FRANCHISE CONSIDERATION FROM \$1,500 TO \$2,500 PER YEAR;

(C) AUTHORIZE THE COUNCIL TO TERMINATE THE FRANCHISE IF GRANTEE FAILS TO COMPLY WITH ANY TERM OR CONDITION OF THE FRANCHISE

(D) CLARIFY THAT GRANTEE DISCLAIMS ANY RIGHT, TITLE, OR INTEREST IN OR TO ANY PORTION OF THE PUBLIC RIGHT-OF-WAY

WHEREAS, in 1969, Kaiser Center Properties and Kaiser Center Properties Inc. were the original owners of two blocks of real property consisting of Assessor's Parcel Number: 008-653-019-03 (also known as "One Kaiser Plaza" or the "Ordway Building") and Assessor's Parcel Number: 008-652-001-05 (also known as "The Kaiser Center") separated by 21st Street in the City of Oakland; and

WHEREAS, the City of Oakland originally granted to Kaiser Center Properties and Kaiser Center Properties Inc. a franchise to construct, install, operate, maintain, repair and renew an enclosed pedestrian bridge and tunnel for the purpose of transporting people and material between the Ordway Building and The Kaiser Center across and under 21st Street between Valdez Street and Harrison Street for an annual franchise consideration of \$270 per year pursuant to Ordinance No. 8005 C.M.S. ("Original Ordinance") dated July 24, 1969, a copy is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, the term of the franchise under the Original Ordinance is for 70 years commencing July 24, 1969 and ending July 23, 2039, and the remaining term is more than 18 years; and

WHEREAS, the Franchise Property is defined under the Original Ordinance to "...mean all property and facilities constructed, installed, operated or maintained in public way or public place pursuant to any right or privilege granted by this franchise" and, therefore, presently applies to the existing pedestrian bridge lying across and above 21st Street and the existing tunnel presently used as storage space lying below and across 21st Street; and

WHEREAS, pursuant to Ordinance No. 12733 C.S.M. dated March 7, 2006 ("Second Ordinance"), a copy of which is attached hereto and incorporated herein as **Exhibit B**, the City consented to the transfer of the franchise to Prentiss Properties Acquisition Partners L.P. as the owner of One Kaiser Plaza (APN 008-653-019-03) and SIC-Lakeside Drive LLC as the owner of The Kaiser Center (APN 008-652-001-05) and all prior transfers, and amended the Original Ordinance to increase the amount of required aggregate liability insurance from \$1,000,000 to \$25,000,000 and increase the annual franchise consideration from \$270 to \$1,500 per year; and

WHEREAS, the Second Ordinance requires an annual payment of \$1,500 to the City as consideration for the granting of the franchise, which shall be adjusted every five years until the end of the remaining term of the franchise; and

WHEREAS, CIM-Oakland 1 Kaiser Plaza, an affiliate of the CIM Group, Inc. ("CIM") is the current owner of One Kaiser Plaza (APN 008-653-019-03) after Prentiss Properties Acquisition Partners L.P. sold and transferred its interest in One Kaiser Plaza to Brandywine Ordway LLC on December 29, 2005 and Brandywine Ordway LLC sold and transferred its interest to CIM (see Deeds within Chain of Title from CIM attached hereto and incorporated herein as **Exhibit C**) on October 8, 2008, which occurred without obtaining the City's prior written consent to the transfer of the Franchise Property; and

WHEREAS, BA2 300 Lakeside LLC ("BA2"), a subsidiary of TMG Partners, is the current owner of The Kaiser Center (APN 008-652-001-05) after SIC-Lakeside Drive LLC sold and transferred its interest to BA2 on October 29, 2020 (see Grant Deed attached hereto and incorporated herein as **Exhibit D**), which occurred without obtaining the City's prior written consent to the transfer of the Franchise Property; and

WHEREAS, Grantee would pay \$5,677 in processing cost to the City as required by the Master Fee Schedule; and

WHEREAS, BA2 and CIM have procured adequate required liability insurance for The Kaiser Center and One Kaiser Plaza (see Certificate of Insurance attached hereto and incorporated herein as **Exhibit E** and **Exhibit F**, respectively); and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OAKLAND DOES ORDAIN AS FOLLOWS:

SECTION 1. Consent to Transfer of The Franchise Pursuant to the Original Ordinance. In accordance with Section 12 of the Original Ordinance, the City hereby consents to the transfer of the franchise to all of the named grantees listed in Exhibit C Deeds within Chain of Title for One Kaiser Plaza and Exhibit D Deeds within Chain of Title for The Kaiser Center subject to the terms and conditions of this Ordinance, the Second Ordinance, and the Original Ordinance, and provides further that each and every named grantee in the chain of title to the Franchise Property shall be jointly and severally liable under this Ordinance, the Second Ordinance, and the Original Ordinance. Nothing in this Ordinance shall constitute a waiver of the City's right to enforce any provision or release any person, firm, or corporation from any liability under this Ordinance, the Second Ordinance, and the Original Ordinance. When the name of any person, firm, or corporation appears in the chain of title, the owner of the Franchise Property shall be subject to the terms and conditions of this Ordinance, the Second Ordinance, and the Original Ordinance. The City's consent to the transfer of the franchise under this Ordinance shall not be construed as consent to any subsequent or further transfer of the franchise.

SECTION 2. Amend the Franchise Ordinance to Increase Limits of Liability Insurance Coverage. Section 9(b) of the Original Ordinance, as amended by the Second Ordinance, states in part that "Such insurance shall provide limits in the sum of not less than \$1,000,000 for damage to property and \$1,000,000 for bodily injury, with an aggregate liability of not less than \$25,000,000 for each accident or occurrence, and shall name the City, its officers, officials and employees as named insured (rather than additional insured)." This sentence shall be amended and shall be restated as follows:

"Such insurance shall provide limits in the sum of not less than \$2,000,000 for damage to property and \$2,000,000 for bodily injury, with an aggregate liability of not less than \$25,000,000 for each accident or occurrence, and shall name the City, its officers, officials and employees as named insured (rather than additional insured). Such limits shall be adjusted every five years based on the relative increases (and no decreases) in the Consumer Price Index – All Urban Consumer (San Francisco-Oakland-San Jose, CA) or its successor index published by the U.S. Department of Labor Statistics calculated from the effective date of this Ordinance and continuing thereafter for the remaining term of this franchise ending July 23, 2039."

SECTION 3. Amend the Franchise Ordinance to Increase Annual Franchise Consideration. Section 11 of the Original Ordinance, as amended by the Second Ordinance, states in part that the annual consideration for the franchise is \$1,500 per year. This sentence shall be amended and shall be restated as follows:

“As a consideration for the granting of this franchise, grantee shall pay to the City Treasurer concurrently with grantee’s acceptance of this franchise and annually thereafter, the sum of \$2,500 per year and shall be subject to adjustments every five years based on the relative increases (and no decreases) in the Consumer Price Index – All Urban Consumer (San Francisco-Oakland-San Jose, CA) or its successor index published by the U.S. Department of Labor Statistics. The five-year period shall commence on the effective date of this Ordinance and shall continue thereafter until the end of the remaining term of this franchise.”

SECTION 4. Delivery of Notice. Section 13 of the Original Ordinance, as amended by the Second Ordinance, shall be amended as follows:

“Any notice or communication from City to CIM and BA2 shall be delivered by City either by personal service or by certified or registered mail to:

CIM-OAKLAND 1 KAISER PLAZA LP
c/o The CIM Group, Inc.
1 Kaiser Plaza, Suite 301
Oakland, CA 94612
Attn: Don Rogers
E-mail: drogers@cimgroup.com

BA2 300 LAKESIDE LLC, a Delaware limited liability company
c/o TMG Partners R.E., LLC
100 Bush Street, Suite 2600
San Francisco, CA 94104
Attn: Matt Field
E-mail: mfield@tmgpartners.com

SECTION 5. Revocability. Section 2(e)(ii) of the Original Ordinance shall be amended as follows:

“(ii) If Grantee fails to comply with any term or condition of this franchise or any term or condition of this franchise shall be or become invalid or unenforceable, the City Council may by ordinance terminate the franchise at its discretion.

Grantee does hereby disclaim any right, title, or interest in or to any portion of the public right-of-way, including the sidewalk and street, and agree that the use and occupancy by the Grantee of the public right-of-way is temporary and does not constitute an abandonment, whether expressed or implied, by the City of Oakland of any of its rights associated with the statutory and customary purpose and use of and operations in the public right-of-way.”

SECTION 6. City Engineer. All references to “Superintendent of Streets” in the Original Ordinance shall be replaced with “City Engineer.”

SECTION 7. Payment of Processing Costs and Other Payments. Within ten (10) calendar days after the effective date of this Ordinance, the City shall be paid the processing costs of \$5,677 which will be placed in the General Purpose Fund (1010), Real Estate Organization 85231), Other Revenue: Administrative Fees Account (48726), Real Estate Surplus Property Project (1000235), Real Estate Program (PS32). The annual franchise consideration of \$2,500 shall be placed in the General Purpose Fund (1010), Treasury Operations Unit Organization (08721), Miscellaneous Franchise Taxes Account (41619), DP080 Administrative Project (1000007), Financial Management Program (IP59). Thereafter, the annual Franchise consideration shall be paid to the City on the same day and month for each year of the remaining term of the Franchise.

SECTION 8. Effect of the Existing Ordinance. Except as set forth in this Ordinance, the Second Ordinance and the Original Ordinance shall remain in full force and effect and nothing contained in this Ordinance shall in any way decrease the scope of liability on the part of any grantee of the Franchise Property or in any way increase the City's scope of liability involving the City's granting of the Franchise or consenting to the transfer of the Franchise.

SECTION 9. Acceptance of Terms and Conditions. Within ten (10) calendar days after the effective date of this Ordinance and upon confirmation that the physical condition of the tunnel and bridge is in good repair and safe and slightly condition at Franchisee's expense and to the satisfaction of the City, CIM and BA2 shall file with the City Clerk and the City Real Estate Division a written instrument in a form acceptable to the City Attorney confirming the unconditional and irrevocable acceptance of the terms and conditions of this Ordinance, the Second Ordinance and the Original Ordinance. If BA2 and CIM fail to file the requested written instrument in a timely manner or the City is unable to confirm the physical condition of the tunnel and bridge, the consent to the transfer of the Franchise granted under this Ordinance and pursuant to the Original Ordinance and Second Ordinance shall be void and the City shall be entitled to exercise all rights and remedies under the Original Ordinance.

SECTION 10. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Chapter. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause or phrase thereof irrespective of the fact that one or more other sections, subsections, clauses or phrases may be declared invalid or unconstitutional

SECTION 11. Effective Date. This Ordinance shall become effective immediately on final adoption if it receives six or more affirmative votes; otherwise it shall become effective upon the seventh day after final adoption.

IN COUNCIL, OAKLAND, CALIFORNIA,

JUL 20 2021

PASSED BY THE FOLLOWING VOTE:

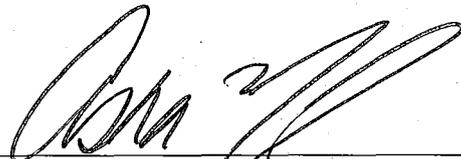
AYES - FIFE, GALLO, KALB, KAPLAN, REID, TAYLOR, THAO AND PRESIDENT
FORTUNATO BAS — 8

NOES — 0

ABSENT — 0

ABSTENTION — 0

ATTEST:



ASHA REED

City Clerk and Clerk of the Council of the
City of Oakland, California

Introduction Date

JUL 6 2021

Table of Exhibits

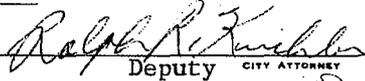
Exhibit	Description
A	Ordinance No. 8005 C.M.S. dated July 24, 1969
B	Ordinance No. 12733 C.M.S. dated March 7, 2006
C	Deeds within Chain of Title to One Kaiser Plaza (APN 008-653-019-03) from May 1998 through October 2021
D	Deeds within Chain of Title to The Kaiser Center (APN 008-652-001-05) from March 2003 through October 2021
E	Certificate of Insurance to CIM-Oakland 1 Kaiser Plaza LP for One Kaiser Plaza
F	Acord Certificate of Insurance to BA2 300 Lakeside LLC for The Kaiser Center

NOTICE AND DIGEST

AN ORDINANCE TO (1) CONSENT TO THE TRANSFER OF THE FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE A BRIDGE AND TUNNEL AT 21ST STREET, PURSUANT TO ORDINANCE NO. 8005, C. M.S. DATED JULY 24, 1969, AS AMENDED BY ORDINANCE NO. 12733 C.M.S. DATED MARCH 7, 2006, TO CIM-OAKLAND 1 KAISER PLAZA LP AND BA2 300 LAKESIDE LLC; AND (2) AMEND SAID ORDINANCE TO: (A) INCREASE THE AMOUNT OF THE LIABILITY INSURANCE FROM \$1,000,000 TO \$2,000,000 FOR PROPERTY DAMAGE AND BODILY INJURY; (B) INCREASE THE ANNUAL FRANCHISE CONSIDERATION FROM \$1,500 TO \$2,500 PER YEAR; (C) AUTHORIZE THE COUNCIL TO TERMINATE THE FRANCHISE IF GRANTEE FAILS TO COMPLY WITH ANY TERM OR CONDITION OF THE FRANCHISE; AND (D) CLARIFY THAT GRANTEE DISCLAIMS ANY RIGHT, TITLE, OR INTEREST IN OR TO ANY PORTION OF THE PUBLIC RIGHT-OF-WAY

APPROVED AS TO FORM AND LEGALITY

INTRODUCED BY COUNCILMAN _____


Deputy CITY ATTORNEY

ORDINANCE No. 8005 C. M. S.

AN ORDINANCE GRANTING A FRANCHISE TO KAISER CENTER PROPERTIES AND KAISER CENTER, INC., TO CONSTRUCT, MAINTAIN AND OPERATE A TUNNEL AND BRIDGE FOR THE TRANSPORTATION OF PEOPLE AND MATERIAL UNDER AND OVER CERTAIN DESIGNATED AREAS IN 21ST STREET IN THE CITY OF OAKLAND.

The Council of the City of Oakland does ordain as follows:

SECTION 1. DEFINITIONS.

As used in this franchise, the singular number includes the plural, and the plural number includes the singular. Unless it shall be apparent from the context that they have a different meaning the following words and phrases shall have the meaning herein specified.

(a) FRANCHISE PROPERTY

The words "franchise property" shall mean all property and facilities constructed, installed, operated or maintained in a public way or public place pursuant to any right or privilege granted by this franchise.

(b) GRANTEE

The word "Grantee" shall mean Kaiser Center Properties, a partnership, and Kaiser Center, Inc., a California corporation, and any person, firm or corporation to which this franchise may hereafter be lawfully transferred as herein provided.

(c) CITY

The word "City" shall mean the City of Oakland, a municipal corporation.

SECTION 2. NATURE OF GRANT.

Grantee is the owner of two blocks of real property in the City separated by 21st Street, a dedicated public street. Grantee, having already built one large building on one block in which several thousand persons are employed, is now desirous of building and has commenced building another large building on the other block in which several further thousands of persons will be employed. Due to the inter-relationship of the various companies who will occupy the buildings, the persons employed in each building will be required from time to time to travel from one building to the other and to move supplies and equipment from one building to the other. It is deemed to be in the best public interest to avoid traffic congestion on 21st Street by keeping as much as possible the movement of people, supplies and equipment between the two buildings off of said street. The City of Oakland hereby grants to Kaiser Center Properties, a partnership, in which Kaiser Industries Corporation, Kaiser

Aluminum & Chemical Corporation, Kaiser Cement & Gypsum Corporation, and Kaiser Steel Corporation are general partners, and Kaiser Center, Inc., a corporation, a franchise to construct, install, operate, maintain, repair and renew an enclosed pedestrian bridge and tunnel for the purpose of transporting people and material across and under that certain street in the City known as 21st Street, between the intersection of Valdez Street and Harrison Street, as hereinafter described, and in accordance with the terms and conditions contained in this ordinance, to-wit:

(a) DESCRIPTION

The real property to which this franchise applies shall be as follows:

BRIDGE.

All of that certain air space 15 feet in width lying across and above 21st Street beginning at a horizontal plane 21 feet, more or less, above the existing center line grade of 21st Street and extending upward 18 feet therefrom. The longitudinal center line of said space being a line drawn at right angles to said 21st Street at a point on the northerly line thereof located westerly 325.55 feet, more or less, from the western line of Harrison Street.

TUNNEL.

All of that certain underground space 21 feet wide and 11 feet high, more or less, lying below and across 21st Street, the longitudinal center line of said space being a line drawn at right angles to said 21st Street at a point on the northerly line thereof located westerly 227.88 feet, more or less, from the western line of Harrison Street.

The outside top of the tunnel proposed to be constructed in said space shall have a minimum cover of 1.85 feet at the existing center line grade of 21st Street.

The elevation of the outside bottom of the tunnel is contingent upon the actual elevation of the top of the existing 72-inch diameter storm conduit located in 21st Street and the design of the joint or clearance between the bottom of the tunnel and the storm conduit shall be subject to approval by the Director of Public Works of the City of Oakland.

(b) PROTECTION

The pedestrian bridge shall at all times be maintained with appropriate and effective protection against objects being thrown or allowed to fall therefrom.

(c) APPROVAL OF PLANS AND SPECIFICATIONS

The bridge and tunnel shall be constructed pursuant to plans and specifications approved by City.

(d) NON-EXCLUSIVE NATURE OF FRANCHISE

The granting of this franchise, or any of the terms or conditions contained herein, shall not be construed to

prevent the City from granting over the same location specified or elsewhere any identical, similar or other type of franchise to any person, firm or corporation so long as the further granting of any franchise does not materially interfere with the franchise granted herein.

(e) DURATION, REVOCATION AND TERMINATION

(i) This grant shall be for a period of seventy years from and after the effective date hereof.

(ii) If any term or condition of this franchise shall be or become invalid or unenforceable the City Council may by ordinance terminate the franchise, provided the City Council shall find and declare that the invalid or unenforceable term or condition constituted a consideration material to the grant of this franchise.

(f) USE

Grantee shall make the franchise property available during regular business hours to persons having legitimate business in the buildings to which the franchise property connects. Grantee shall not charge a toll or other monetary sum to any person lawfully using the franchise property.

SECTION 3. ENCUMBRANCES.

Grantee shall pay when due all lawful taxes, utility charges and encumbrances of any nature on the franchise property.

SECTION 4. JOINT USE OF FACILITIES.

If there be space available in the franchise property operated or maintained pursuant to this franchise, and not required by grantee for use in connection with said franchise, then grantee shall, free of charge, permit the City for the period of such availability, to use such space for the placing of facilities necessary or appropriate to the use of City.

SECTION 5. RESTORATION, MAINTENANCE AND CHANGES IN PUBLIC WAYS.

(a) This franchise does not relieve grantee of any requirement of the City Charter or of any ordinance, rule, regulation or specification of the City, including but not limited to any requirement relating to street work, street excavation permits, or the use, removal or relocation of property in streets, public ways or public places.

(b) Except in the case of routine maintenance and repairs which can be accomplished without interfering with street traffic, before grantee shall engage in any work in the streets for the installation, construction, maintenance, repair, replacement, reconstruction, or removal of franchise property, written notice thereof shall be given to the Superintendent of Streets. Except in the case of emergency work necessary to avoid an immediate interruption of service, or for the immediate preservation of the public safety, such notice shall be given at least forty-eight (48) hours, exclusive of Saturdays and Sundays and holidays, prior to commencement of such work.

(c) The Superintendent of Streets shall have authority to regulate and restrict the time and manner of performing any work in the public streets to the extent necessary, in his opinion, to provide for the public safety and convenience.

(d) Grantee shall comply with all lawful ordinances now in force or hereafter adopted by the City in the exercise of its police powers or in aid of public travel applicable to the privileges, obligations and undertakings set forth in this franchise and for the term hereof. All work undertaken or performed and all franchise property constructed, maintained or used under this franchise, shall be of the standard and performed as required by law, and by any governmental authority having jurisdiction in the premises. The construction and installation of the franchise property shall be subject to City inspection and final approval of the City before the bridge and tunnel are put to use. Grantee shall pay for any City inspection costs not included in the construction permit fees.

(e) Grantee shall be responsible for damage or destruction of public and private facilities and installations resulting from construction, installation, maintenance or operation by grantee of its franchise property. With the prior approval of the Superintendent of Streets, public installations and facilities in or adjacent to the franchise property may be relocated by grantee as necessary or desirable for purpose of construction of the franchise bridge and tunnel, at grantee's expense.

SECTION 6. PUBLIC IMPROVEMENTS.

(a) The City, the State and any political subdivision or governmental agency or instrumentality may construct, reconstruct, improve, install, repair, maintain and remove any public improvements or facilities such as sewers, drains, water or gas pipes, electric or other lines or conduits, and the like in, under or above any street or portion thereof covered by this franchise. This subsection is intended for the benefit of the above named governmental agencies only.

(b) If the Superintendent of Streets shall give to grantee reasonable and at least twenty (20) days' written notice of the fact that work is to be done pursuant to any right reserved in subdivision (a) of this section, specifying the general nature of the work and the area in which the same is to be performed, then grantee shall as soon as practicable at

its own expense do all things necessary to support and protect its franchise property during the progress of such work, and to permit the maintenance, operation and use of such public improvement or of the street as so improved. If the location of grantee's franchise property in such streets or portion thereof increases the cost of such work described in paragraph (a) above, grantee shall be liable and pay for such increased cost caused by the location of such franchise property.

SECTION 7. INSTALLATION OF OTHER STREET UTILITIES.

The City reserves to itself, as against the grantee, the following rights:

(a) To permit others to construct, install, maintain, repair and renew property of any character in and upon the street covered by this franchise.

(b) To permit others to operate and use, for every lawful purpose, any property constructed, installed, maintained or renewed in the street covered by this franchise, other than property of grantee.

Provided, however, the City shall include in any authority granted to others pursuant to the rights reserved in (a) and (b) above reasonable provisions for the protection by and at the expense of such others of the franchise property of grantee, including, but not limited to, reasonable provisions as to the method and time of performance of work by such others on, under, over and adjacent to grantee's franchise property.

Grantee shall bear the expense of all repairs, reconstruction or support and protection of its franchise property made necessary by the use, operation, maintenance, repair or renewal of any property constructed or installed in the streets prior to the construction or installation therein of grantee's franchise property.

(c) The rights reserved to the City in and by this section are independent of, and in addition to, the rights of the City with respect to public improvements under Section 6 of this franchise.

SECTION 8. REMOVAL OF FACILITIES.

(a) Upon the cessation of the use of any of the hereinabove enumerated franchise property or the expiration or termination of this franchise, the grantee shall, unless requested not to do so by the City, remove all structures and other appurtenances and shall replace the paving in the streets and public places in good condition with the same kind of material as is used in the remaining width of 21st Street; all such work shall be done to the satisfaction of the Superintendent of Streets.

(b) For the purpose of this section, failure to use the franchise property for a period of six (6) months shall constitute abandonment of the franchise, except where such failure is due to strikes, acts of God, or other causes beyond the reasonable control of grantee.

(c) In the event grantee fails or refuses to remove its franchise properties from the streets as provided for in subsection (a) hereinabove, the City Council may declare a breach of the conditions of this franchise and grantee shall be liable and pay to the City the reasonable cost of doing the work required by said subsection (a).

SECTION 9. INDEMNIFICATION AND INSURANCE.

(a) Indemnification of City. Grantee does hereby indemnify, save and hold harmless City, its officers, officials and employees, against and from all claims, suits, actions brought by any person or persons for or on account of any bodily injuries or disease or illness or damage, or damage to property, and all judgments, decrees, costs and expenditures which City or such officers, officials or employees may suffer or which may be recovered from or obtained against them or any of them, for or by reason of or growing out of or resulting from the exercising by grantee of any or all rights or privileges granted by this franchise or by reason of any act or acts of grantee or its officers, agents or employees, in exercising this franchise.

(b) Before any work of construction or installation of franchise property is commenced by grantee or its contractor, agent or employees, grantee will provide City, its officers, officials and employees with comprehensive bodily injury and property damage liability insurance coverage, specifically including contractual liability covering liability assumed hereunder, arising out of the construction or installation of the franchise property, and its use, operation and maintenance after completion by grantee, its contractor, agents or employees. Such insurance shall provide limits in the sum of not less than \$500,000 for injury to property and \$500,000 for bodily injury, with an aggregate liability of not less than \$1,000,000 for each accident or occurrence, and shall name the City, its officers, officials and employees as additional insureds. The insurance shall cover any accident or occurrence resulting or arising from the operations of grantee, its agents and employees, in construction, use, operation or maintenance of the franchise property, and shall contain the following endorsement:

"Notwithstanding any other provision in this policy, the insurance afforded hereunder to the City of Oakland shall be primary as to any other insurance or reinsurance covering or available to the City of Oakland, and such other insurance or reinsurance shall not be required to contribute to any liability or loss until and unless the appropriate limit of liability afforded hereunder is exhausted."

A certificate evidencing such insurance coverage to the satisfaction of the City Attorney shall be filed with the City and accepted and approved by the City Attorney before any such work commences. Such certificate shall also provide that it may not be suspended, cancelled or terminated by the insuring company or the coverage reduced until after ten days' written notice of intention to do so has been served upon City. Such insurance shall be maintained in force and effect by grantee during the term of this franchise and any renewal thereof.

(c) Upon receipt by City of notice, as provided in Section (b) above, of suspension, termination, cancellation or

reduction of the required liability insurance, grantee shall immediately cease all construction, use and operation under this franchise until the required insurance is again provided to the satisfaction of the City Attorney.

SECTION 10. FORFEITURE.

If grantee shall fail, neglect or refuse to comply with any of the terms or conditions of this grant, and if such failure, neglect or refusal shall continue for more than sixty (60) days after written demand by the City or its City Manager for compliance therewith, then, and in that event, the City by its legislative body, in addition to all rights and remedies allowed by this franchise or by law, may thereupon declare a forfeiture of the franchise, right and privilege granted by this ordinance; provided, however, that if such failure of compliance or fulfillment shall be beyond the cause or control of grantee then no such forfeiture shall be declared until such failure shall have continued for a period of six (6) months after grantee has power to comply. Upon any such forfeiture all the franchise rights and privileges of grantee hereby shall thereupon be at an end.

No provision herein made for the purpose of securing the enforcement of the terms and conditions of this franchise shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, but the remedies and procedures outlined herein or provided, including forfeiture, shall be deemed to be cumulative.

SECTION 11. CONSIDERATION FOR FRANCHISE.

As a consideration for the granting of this franchise, grantee shall pay to the City Treasurer concurrently with the grantee's acceptance of this franchise and annually thereafter, the sum of \$270.00. The foregoing payments and the agreements and obligations of grantee hereunder are deemed by the City Council to be an adequate consideration for the privilege hereby granted.

SECTION 12. TRANSFER OR ASSIGNMENT RESTRICTED.

Grantee shall not sell, transfer or assign this franchise or any of the rights or privileges granted hereby without the prior written consent of City by ordinance, nor shall this franchise or rights or privileges be sold, transferred or assigned except by a duly executed instrument in writing filed in the office of the City Clerk of City; and provided further that nothing in this franchise shall be construed to grant to grantee any right to sell, transfer or assign this franchise or any of the rights or privileges hereby granted except in the manner aforesaid. Nothing herein shall be construed to prevent grantee from including this franchise in a mortgage or deed of trust without such express consent.

SECTION 13. DELIVERY OF NOTICE.

Any notice or communication from grantee to City shall be delivered by grantee either by personal service upon the City Clerk, or by registered mail to the City Clerk, in the office of the City Clerk, City Hall, Oakland, California.

Any notice or communication from City to grantee shall be delivered by City either by personal service or by registered mail to Kaiser Center, Inc., 300 Lakeside Drive, Oakland, California, 94604.

SECTION 14. EFFECTIVE DATE.

This franchise shall become effective upon the date of final passage of this ordinance.

SECTION 15. ACCEPTANCE OF FRANCHISE.

Grantee shall within ten (10) days after the effective date of this franchise file with the City Clerk a written instrument in form satisfactory to the City Attorney accepting the terms and conditions hereof and at the same time pay to the City the first annual franchise fee referred to in Section 3. If grantee shall fail to file said acceptance with the City Clerk and to make said payment to City within said time, the franchise hereby granted shall be void.

IN COUNCIL, OAKLAND, CALIF., JUL 24 1969, 19

PASSED BY THE FOLLOWING VOTE:

~~BINNS~~ ENG VUKASIN,
AYES - /BROM, CHALVO, MAGGIORA, ~~XXXXXXXX~~, OGAWA, ~~XXXXXXXXXXXX~~ ROSE,
AND *Vice* PRESIDENT READING *Rose - 6*

NOES - *none*

ABSENT - *Binns, Chalvo, Reading - 3*

ATTEST: *Joshua Rose*
MAYOR OF THE CITY OF OAKLAND, CALIF.

ATTEST: *Clayton H. Murphy*
CITY CLERK AND CLERK OF THE COUNCIL
OF THE CITY OF OAKLAND, CALIF.

NOTICE AND ORDER OF DENIAL OF FRANCHISE TO KATIE CENTER PROPERTIES AND OPERATE A TUNNEL AND BRIDGE FOR THE TRANSFERRING OF PEOPLE AND MATERIALS AND OVERCROSSING OF OAKLAND PARKWAY AREAS IN 21ST STREET IN THE CITY OF OAKLAND.

SECTION 1. DEFINITIONS. The words and phrases herein have the following meanings: **SECTION 2. NATURE OF GRANT.** Grant of the right to erect, construct, maintain and operate a tunnel and bridge and to install electric, mechanical and other equipment and fixtures in and on the bridge and tunnel and to install and operate a tunnel and bridge between Harrison Street and Valdez Street in certain streets, and to require protection against objects being thrown or falling from bridge. Re-
The proposed franchise shall be non-exclusive and shall be for a term of 20 years, beginning on the date of the grant and shall be subject to the following conditions:
The proposed franchise shall be subject to the following conditions:
SECTION 3. JOINT USE OF FACILITIES. Requires payment of all taxes and assessments on the franchise property, and shall be subject to the following conditions:
SECTION 4. JOINT USE OF FACILITIES. Requires payment of all taxes and assessments on the franchise property, and shall be subject to the following conditions:
SECTION 5. RESTORATION, MAINTENANCE AND REPAIRS. Requires payment of all taxes and assessments on the franchise property, and shall be subject to the following conditions:
SECTION 6. PUBLIC IMPROVEMENTS. Requires grantee to pay any increased cost of public improvement occasioned by granting of franchise.
SECTION 7. INSTALLATION OF OTHER STREET FACILITIES. Permits use of street facilities by others.
SECTION 8. REMOVAL OF FACILITIES. Requires removal of structure and equipment upon expiration of term of franchise.
SECTION 9. INSURANCE. Requires grantee to provide insurance for the franchise property.
SECTION 10. FORTUITURE. Provides for forfeiture of franchise under certain conditions.
SECTION 11. CONSIDERATION FOR FRANCHISE. Requires payment of \$2700 per year, by grantee to city.
SECTION 12. TRANSFER TO CITY ASSIGNMENT RESTRICTED. Restricts transfer of franchise to city.
SECTION 13. DELIVERY OF NOTICE. Provides for plea and marsh for notice to be delivered.
SECTION 14. EFFECTIVE DATE. Franchise shall become effective upon final adoption of ordinance.
SECTION 15. ACCEPTANCE OF FRANCHISE. Requires grantee to accept terms and conditions of franchise within 30 days of date of grant.
Ordinance No. 2281, July 21, 1959, passed by the City Council, City Hall, Oakland, California, pursuant to the provisions of the City Charter, City Hall, Oakland, California, is hereby approved and confirmed by the public in the office of the City Clerk.

Affidavit of Publication

IN THE MATTER OF

CITY OF OAKLAND

CITY CLERK

Affidavit of Publication of

NOTICE AND DIGEST

STATE OF CALIFORNIA.

County of ALAMEDA

ss.

P. L. MERRITT

\$ 55 50

of said County, being duly sworn, says:

That he is and was during all the time herein mentioned a citizen of the United States, over the age of twenty-one years, not a party to or interested in the matter or action herein set forth.

That he is now and at all times hereinafter mentioned, was the authorized representative of THE TRIBUNE PUBLISHING CO., a corporation, the publisher and printer of the OAKLAND TRIBUNE, which was during all the time hereinafter mentioned, and now is a newspaper of general circulation, as decreed in the Superior Court of the State of California in and for the County of Alameda, Judgment No. 237798, December 4, 1951, and as that term is defined by Section 6000 of the Government Code, and as provided by said Section, is printed and published in the City of Oakland, County of Alameda, State of California, for the dissemination of local and telegraphic news and intelligence of a general character, having a bona fide subscription list of paying subscribers, and is not devoted to the interests or published for the entertainment or instruction of a particular class, profession, trade, calling, race or denomination or for any number of such classes, professions, trades, callings, races or denomination.

That said newspaper has been established, printed and published at regular intervals, in the said City of Oakland, County of Alameda, State of California, for more than two years preceding the date of the first publication of the notice herein mentioned; that said notice describes and expresses in general terms, the purport and character of the notice intended to be given.

That the notice AND DIGEST

of which the annexed is a printed copy, was published in said newspaper, 1 TIME

to-wit: from the 21ST day of JULY A. D. 19 69
to and until the -- day of -- A. D. 19 --
both days inclusive, and as often during said period as said newspaper was published, to-wit: ON THE 21ST DAY OF JULY 1969

Subscribed and sworn to before me this

22ND day of JULY A. D. 19 69



OFFICIAL SEAL
RAYMOND A. CHRISTIANER
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Commission Expires Oct. 3, 1972

ADVERTISING RATES
LTD 1968

AN ORDINARY
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Affidavit

MATTER OF
CITY OF OAKLAND
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CITY CLERK
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Affidavit of Publication
OF
NOTICE AND DIGEST
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Filed July 23, 1969
Gladys H. Murphy Clerk
By R. E. Jacobsen Deputy

OFFICE OF THE CITY CLERK
CITY OF OAKLAND

Approved as to Form and Legality

2006 FEB -1 PM 3:27

OAKLAND CITY COUNCIL

Ordinance No. 12733 C.M.S.

AN ORDINANCE TO (1) CONSENT TO THE TRANSFER OF THE FRANCHISE PURSUANT TO ORDINANCE 8005 C.M.S. DATED JULY 24, 1969 GRANTING A FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE A BRIDGE AND TUNNEL AT 21ST STREET (THE KAISER CENTER) IN THE CITY OF OAKLAND TO PRENTISS PROPERTIES ACQUISITION PARTNERS L.P. AND SIC-LAKESIDE DRIVE, LLC, AND (2) AMEND SAID ORDINANCE TO INCREASE THE AMOUNT OF THE LIABILITY INSURANCE TO \$25,000,000 AND THE ANNUAL FRANCHISE CONSIDERATION TO \$1,500

WHEREAS, the City of Oakland granted to Kaiser Center Properties and Kaiser Center, Inc. a franchise to construct, install, operate, maintain, repair and renew an enclosed pedestrian bridge and tunnel for the purpose of transporting people and material across and under that certain street in the City known as 21st Street, between Valdez Street and Harrison Street pursuant to Ordinance No. 8005 C.M.S. ("Existing Ordinance") dated July 24, 1969 entitled "An Ordinance granting a franchise to Kaiser Center Properties and Kaiser Center, Inc., to construct, maintain and operate a tunnel and bridge for the transportation of people and material under and over certain designated areas in 21st Street in the City of Oakland" (a copy is attached hereto and incorporated herein as Exhibit A); and,

WHEREAS, Kaiser Center Properties and Kaiser Center, Inc. were the owners of the two blocks of real property separated by 21st Street and the franchise applies to the existing bridge lying across and above 21st Street and the existing tunnel lying below and across 21st Street which are "franchise property" as defined under the Existing Ordinance to "... mean all property and facilities constructed, installed, operated or maintain in public way or public place pursuant to any right or privilege granted by this franchise;" and,

WHEREAS, Kaiser Center Properties and Kaiser Center, Inc. have subsequently sold and transferred their interest in these two blocks of real property consisting of Assessor's Parcel Number: 008-653-019-03 (also known as "One Kaiser Plaza") and Assessor's Parcel Number: 008-652-001-05 (also known as "The Kaiser Center"), and after intervening transfers and sales which have occurred without obtaining the City's prior written consent to the transfer of the franchise property, Prentiss Properties Acquisition Partners L.P. ("Prentiss") is the current owner of One Kaiser Plaza (see Deeds within Chain of Title from Prentiss attached hereto and incorporated herein as Exhibit B), and SIC-Lakeside Drive, LLC ("SIC") is the current owner of The Kaiser Center (see Deeds within Chain of Title from SIC attached hereto and incorporated herein as Exhibit C); and,

WHEREAS, the term of the franchise under the Existing Ordinance is for 70 years commencing July 24, 1969 and ending July 23, 2039, the remaining term is more than 33 years; and,

WHEREAS, the Existing Ordinance requires an aggregate liability of not less than \$1,000,000 for each accident or occurrence, the current excess liability (umbrella form) affecting the bridge is in the aggregate amount of \$25,000,000 (see Marsh Certificate of Insurance to Prentiss dated August 10, 2005 attached as Exhibit D) and the current excess/umbrella liability affecting the tunnel storage space is in the aggregate amount of \$10,000,000 (see Accord Certificate of Liability Insurance to Swig also known as SIC dated August 9, 2005 attached as Exhibit E); and,

WHEREAS, the Existing Ordinance requires an annual payment of \$270 to the City as consideration for the granting of the franchise; and,

WHEREAS, City's staff time and cost to process the transfer of the franchise is \$1,359, now, therefore:

THE CITY COUNCIL OF THE CITY OF OAKLAND DOES ORDAIN AS FOLLOWS:

SECTION 1. CONSENT TO TRANSFER OF THE FRANCHISE PURSUANT TO THE EXISTING ORDINANCE

Section 1. (b) of the Existing Ordinance states, "The word "Grantee" shall mean Kaiser Properties, a partnership, and Kaiser Center, Inc., a California Corporation, and any person, firm, or corporation to which this franchise may hereafter be lawfully transferred as herein provided." In addition to Kaiser Properties and Kaiser Center, Inc., the word "Grantee" also includes any person, firm, or corporation to which this franchise may hereafter be lawfully transferred as provided in the Existing Ordinance. In accordance with Section 12 of the Existing Ordinance, the City hereby consents to the transfer of the franchise to all of the named grantees listed in the Exhibit B Deeds within Chain of Title from Prentiss and the Exhibit C Deeds within Chain of Title from SIC subject to the terms and conditions of this Ordinance and the Existing Ordinance and provided further that each and every named grantee in the chain of title to the franchise property shall be jointly and severally liable under this Ordinance and the Existing Ordinance. Nothing in this Ordinance shall constitute a waiver of the City's right to enforce any provision or release any person, firm, or corporation from any liability under this Ordinance and Existing Ordinance. When the name of any person, firm, or corporation appears in the chain of title, the owner of the franchise property shall be subject to the terms and conditions of this Ordinance and the Existing Ordinance. The City's consent to the transfer of the franchise under this Ordinance shall not be construed as consent to any subsequent or further transfer of the franchise.

SECTION 2. AMEND THE EXISTING ORDINANCE TO INCREASE LIMITS OF LIABILITY INSURANCE COVERAGE

Section 9. (b) of the Existing Ordinance states in part that "Such insurance shall provide limits in the sum of not less than \$500,000 for injury to property and \$500,000 for bodily injury, with an aggregate liability of not less than \$1,000,000 for each accident or occurrence, and shall name the City, its officers, officials and employees as additional insured." This sentence shall be amended and shall be restated as follows:

Such insurance shall provide limits in the sum of not less than \$1,000,000 for damage to property and \$1,000,000 for bodily injury, with an aggregate liability of not less than \$25,000,000 for each accident or occurrence, and shall name the City, its officers, officials and employees as named insured (rather than additional insured). Such limits shall be adjusted every five years based on the relative increases (and no decreases) in the Consumer Price Index – All Urban Consumer (San Francisco-Oakland-San Jose, CA) published by the U.S. Department of Labor Statistics calculated from the effective date of this Ordinance and continuing thereafter for the remaining term of this franchise ending July 23, 2039.

SECTION 3. AMEND THE EXISTING ORDINANCE TO INCREASE ANNUAL FRANCHISE CONSIDERATION

Section 11 of the Existing Ordinance states in part that “As a consideration for the granting of this franchise, grantee shall pay to the City Treasurer concurrently with grantee’s acceptance of this franchise and annually thereafter, the sum of \$270.” The annual consideration for the granting of the franchise shall increase from \$270 to \$1,500 per year and shall be subject to adjustments every five years based on the relative increases (and no decreases) in the Consumer Price Index. - All Urban Consumer (San Francisco-Oakland-San Jose, CA) published by the U.S. Department of Labor Statistics. The five year period shall commence on the effective date of this Ordinance and shall be adjusted every five years calculated from the effective date of this Ordinance and shall continue thereafter until the end of the remaining term of this franchise.

SECTION 4. NOTICE

Section 13 of the Existing Ordinance shall be amended as follows:

Any notice or communication from City to Prentiss and Swig shall be delivered by City either by personal service or by certified or registered mail to:

Prentiss Properties Acquisition Partners L.P.
One Kaiser Plaza
Oakland, CA 94612

SIC-Lakeside Drive, LLC
Kaiser Center, 300 Lakeside Drive, Suite 130,
Oakland, CA, 94612

SECTION 5. PAYMENT OF PROCESSING COSTS AND OTHER PAYMENTS

Within ten calendar days after the effective date of this Ordinance, the City shall be paid the processing costs of \$1,359 which will be placed in the General Purpose Fund (#1010), Real Estate Org (#88639), Miscellaneous Land Rentals (#44219), Real Estate Surplus Property Project (#P47010), Real Estate Program (#PS32). The annual franchise consideration of \$1,500 which shall be placed in the General Purpose Fund (1010), Treasury Operations Unit (#08721), Miscellaneous Franchise Taxes (#41619) Non- Project (0000000), Financial Management Program (#IP59). Thereafter, the annual franchise consideration shall be paid to the City on the same day and month for each year of the remaining term of the franchise.

SECTION 6. EFFECT OF THE EXISTING ORDINANCE

Except as set forth in this Ordinance, the Existing Ordinance shall remain in full force and effect and nothing contained in this Ordinance shall in any way decrease the scope of liability on the part of any grantee of the franchise property described in Exhibit B and Exhibit C or in any way increase the City's scope of liability involving the City's granting of the franchise or consenting to the transfer of the franchise.

SECTION 7. EFFECTIVE DATE

This Ordinance shall become effective immediately on the final adoption if it receives six or more affirmative votes; otherwise it shall become effective upon the seventh day after final adoption.

SECTION 8. ACCEPTANCE OF TERMS AND CONDITIONS

Within ten calendar days after the effective date of this Ordinance, Prentiss and SIC shall file with the City Clerk a written instrument in form acceptable to the City Attorney confirming the unconditional and irrevocable acceptance of the terms and conditions of this Ordinance and the Existing Ordinance. If Prentiss and SIC shall fail to file the requested written instrument in a timely manner, the consent to the transfer of the franchise granted under this Ordinance pursuant to the Existing Ordinance shall be void and the City shall be entitled to exercise all rights and remedies under the Existing Ordinance.

IN COUNCIL, OAKLAND, CALIFORNIA, MAR - 7 2006, 2006

PASSED BY THE FOLLOWING VOTE:

AYES - BRUNNER, KERNIGHAN, NADEL, QUAN, BROOKS, REID, CHANG, AND
PRESIDENT DE LA FUENTE — 9

NOES - 0

ABSENT - 0

ABSTENTION - 0

Excused - Reid,
DeLaFuente - 2

ATTEST:

Latoria Simmons
LATONDA SIMMONS
City Clerk and Clerk of the Council of
the City of Oakland, California

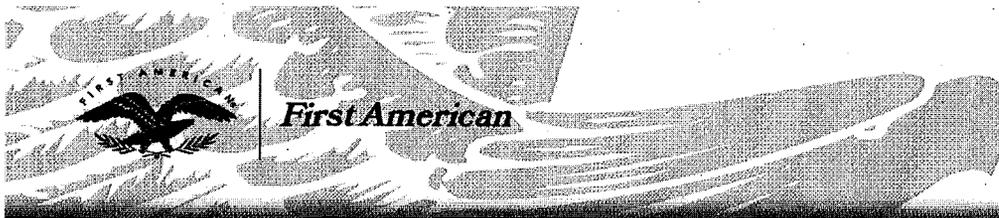


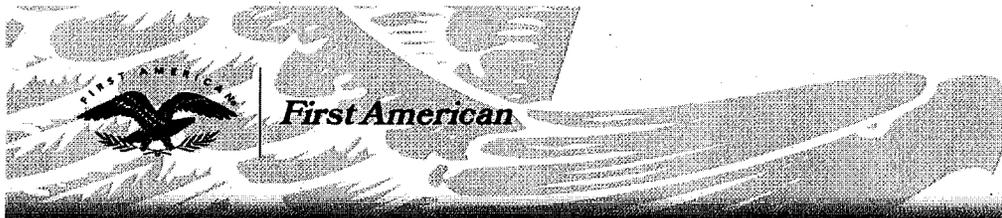
EXHIBIT C

Combined Report

1 KAISER PLZ, OAKLAND, CA 94612

Property Address:

1 KAISER PLZ
OAKLAND, CA 94612



Property Information			
Owner(s):	CIM OAKLAND 1 KAISER PLAZA LP	Mailing Address:	PO BOX 131237, CARLSBAD, CA 92013
Owner Phone:	Unknown	Property Address:	1 KAISER PLZ, OAKLAND, CA 94612
Vesting Type:		Alt. APN:	008 -0653-019-03
County:	ALAMEDA	APN:	8-653-19-3
Map Coord:	9-B4 :	Census Tract:	402900
Lot#:	24	Block:	8
Subdivision:	EASTLAWN	Tract:	
Legal:			

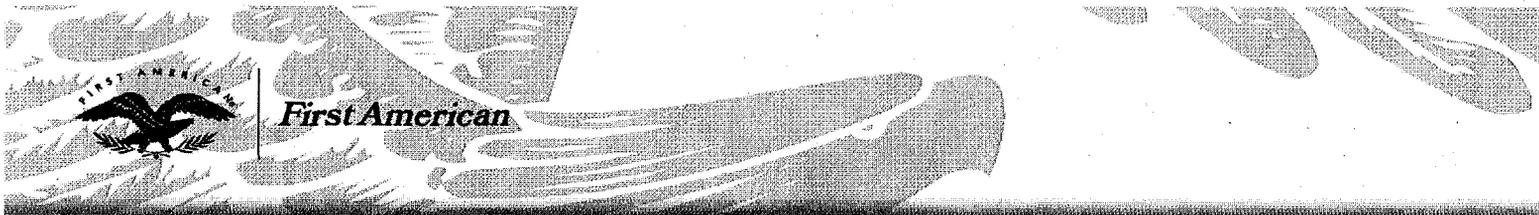
Property Characteristics			
Use:	OFFICE BUILDING	Year Built / Eff. :	1971 /
Zoning:		Lot Size Ac / Sq Ft:	1.308 / 56967
Bedrooms:	0	Bathrooms:	0.0
# Rooms:	0	Quality:	EXCELLENT
Pool:		Air:	
Stories:	28.0	Garage Area :	
Gross Area:	621432	Sq. Ft. :	621432
		# of Units:	2210
		Fireplace:	
		Heating:	
		Style:	L-SHAPE
		Parking / #:	/
		Basement Area:	

Sale and Loan Information			
Sale / Rec Date:	10/08/2008 / 10/08/2008	*/Sq. Ft.:	\$132.13
Sale Price:	\$82,109,000	1st Loan:	
Doc No.:	2008.295369	Loan Type:	
Doc Type:	DEED	Transfer Date:	10/08/2008
Seller:	BRANDYWINE ORDWAY LLC	Lender:	
		2nd Mtg.:	
		Prior Sale Amt:	
		Prior Sale Date:	
		Prior Doc No.:	
		Prior Doc Type:	

*\$/Sq. Ft. is a calculation of Sale Price divided by Sq. Feet.

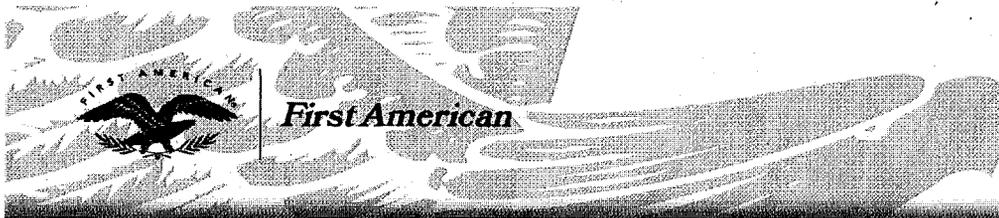
Tax Information			
Imp Value:	\$131,143,620	Exemption Type:	
Land Value:	\$19,054,790	Tax Year / Area:	2019 / 17-022
Total Value:	\$150,198,410	Tax Value:	
Total Tax Amt:	\$2,092,729.34	Improved:	87.31%

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Transaction History

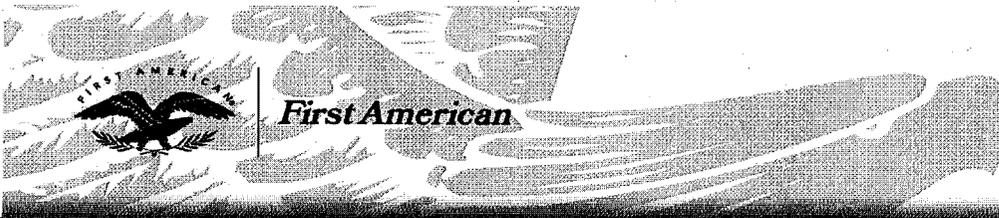
To request additional information, please contact your local Sales Representative, Customer Service Department, or for an additional fee you may click here.

History Record #1	FINANCE		
Mortgage Recording Date:	7/6/2016	Mortgage Transfer Type:	Stand Alone Finance
Mortgage Document #:	2016.168909	Mortgage Rate Type:	
Lender:	JP MORGAN CHASE BK NA JP MORGAN CHASE BK NA	Mortgage Term:	
Document Type:	Trust Deed/Mortgage	Mortgage Rate:	
Loan Amount:	\$97,100,000.00	Borrower 2:	
Borrower 1:	CIM OF OAKLAND 1 KAISER PLAZA LP	Borrower 4:	
Borrower 3:			

History Record #2	FINANCE		
Mortgage Recording Date:	8/12/2009	Mortgage Transfer Type:	Refinance
Mortgage Document #:	2009.258098	Mortgage Rate Type:	FIX
Lender:	METROPOLITAN LIFE INSURANCE	Mortgage Term:	
Document Type:	Trust Deed/Mortgage	Mortgage Rate:	
Loan Amount:	\$49,500,000.00	Borrower 2:	
Borrower 1:	CIM OF OAKLAND 1 KAISER PLAZA	Borrower 4:	
Borrower 3:			

History Record #3	SALE/TRANSFER		
Buyer:	CIM-OAKLAND 1 KAISER PLAZA	Seller:	Brandywine Ordway Llc
Transaction Date:	10/8/2008	Sales Price:	\$82,109,000.00
Recording Date:	10/8/2008	Sales Price Type:	FULL VALUE
Recording Doc #:	2008.295369	Title Company:	NATIONAL CLOSING SOLUTIONS
Document Type:	Deed Transfer		

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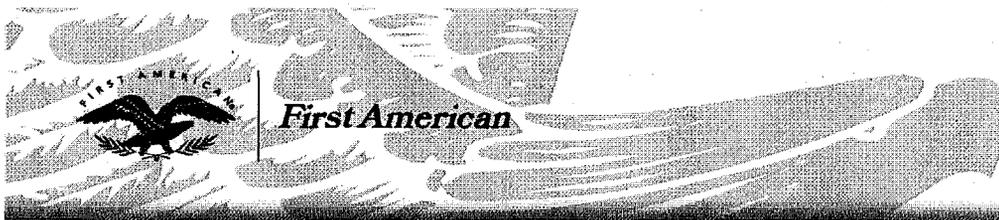


History Record #4	SALE/TRANSFER		
Buyer:	BRANDYWINE ORDWAY LLC	Seller:	Prentiss Props Acquisition
Transaction Date:	12/29/2005	Sales Price:	
Recording Date:	1/5/2006	Sales Price Type:	
Recording Doc #:	2006.3113	Title Company:	
Document Type:	Deed Transfer		

History Record #5	FINANCE		
Mortgage Recording Date:	8/1/2000	Mortgage Transfer Type:	Refinance
Mortgage Document #:	2000.228199	Mortgage Rate Type:	FIX
Lender:	METROPOLITAN LIFE INSURANCE	Mortgage Term:	
Document Type:	Trust Deed/Mortgage	Mortgage Rate:	
Loan Amount:	\$49,500,000.00	Borrower 2:	
Borrower 1:	PRENTISS PROPERTIES ACQUISITIO	Borrower 4:	
Borrower 3:			

History Record #6	SALE/TRANSFER		
Buyer:	PRENTISS PROPERTIES	Seller:	Ordway Associates
Transaction Date:	5/14/1998	Sales Price:	
Recording Date:	5/21/1998	Sales Price Type:	
Recording Doc #:	1998.170662	Title Company:	
Document Type:	Deed Transfer		

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext.): (866) 283-7122 FAX (A/C. No.): 800-363-0105	
	E-MAIL ADDRESS:	
INSURED CIM Group, LLC Attn: Katie Bouvier 4700 Wilshire Blvd. Los Angeles CA 90010 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Starr Indemnity & Liability Company	NAIC # 38318
	INSURER B: Allied World Assurance Company (US) Inc	NAIC # 19489
	INSURER C: Navigators Insurance Co	NAIC # 42307
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 570086316984 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Terrorism Coverage is included <input checked="" type="checkbox"/> No Deductible Applies GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y		1000305152211	03/01/2021	03/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION	Y		03051175 SIR applies per policy terms & conditions	03/01/2021	03/01/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Named Insured Includes: CIM/Oakland 1 Kaiser Plaza, LP, Location: Existing bridge across and above 21st Street and the existing tunnel across and underlying 21st Street at 1 Kaiser Plaza Oakland, CA 94612.

City of Oakland, its officers, officials and employees are included as Additional Insured in accordance with the policy provisions of the General Liability and Umbrella Liability policies. Umbrella Liability policy follows-form. General Liability and Umbrella Liability include Terrorism. No Deductible Applies to General Liability and Umbrella Liability. Should the General Liability policy be cancelled before the expiration date thereof, the policy provisions will govern how notice of

CERTIFICATE HOLDER City of Oakland 250 Frank H. Ogawa Plaza 4th Floor Oakland CA 94612 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>
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Holder Identifier : DQ

Certificate No : 570086316984





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED CIM Group, LLC	
POLICY NUMBER See Certificate Number: 570086316984			
CARRIER See Certificate Number: 570086316984	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
C		Y		LA21FXRZ04G08IV	03/01/2021	03/01/2022	Aggregate	\$15,000,000
							Each Occurrence	\$15,000,000



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED CIM Group, LLC	
POLICY NUMBER See Certificate Number: 570086316984			
CARRIER See Certificate Number: 570086316984	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

cancellation may be delivered to certificate holder in accordance with the policy provisions.

AMENDMENT – NOTICE OF CANCELLATION FOR SCHEDULED THIRD PARTIES

Policy Number: 1000305152211

Effective Date: March 1, 2021 at 12:01 A.M.

Named Insured: CIM Group, LLC

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Auto Dealers Coverage Form, Business Auto Coverage Form, Business Auto Physical Damage Coverage Form, Commercial General Liability Coverage Form, Contractor's Pollution Liability Coverage Form, Electronic Data Liability Coverage Form, Excess Liability Policy Form, Garage Coverage Form, Liquor Liability Coverage Form, Motor Carrier Coverage Form, Owners And Contractors Protective Liability Coverage Form-Coverage For Operations Of Designated Contractor, Pollution Liability Coverage Form Designated Sites, Products/Completed Operations Liability Coverage Form, Product Withdrawal Coverage Form, Professional Liability Coverage Form, Railroad Protective Liability Coverage Form, Site Pollution Liability Coverage Form, Special Protective And Highway Liability Policy-New York Department Of Transportation, Truckers Coverage Form, Underground Storage Tank Policy Designated Tanks.

It is agreed that in the event the Insurer cancels the policy for any reason other than non-payment of premium, the Insurer will give notice of cancellation to the following certificate holder(s):

SCHEDULE

Certificate Holder	contact name	email address
Per Schedule on File	Per Schedule on File	Per Schedule on File

The Insurer will endeavor to provide notice of cancellation to the certificate holder(s) listed in the Schedule by email. The Insurer agrees to provide such notice of cancellation at a rate of \$10 per scheduled certificate holder up to a maximum of \$25,000 for this policy.

This notification of a pending cancellation of coverage is intended as a courtesy only. The Insurer's failure to provide such notice will neither extend the policy cancellation nor negate cancellation of the policy; nor will this failure result in obligation or liability of any kind upon the Insurer, its agents or representatives.

This endorsement does not affect, in any way, coverage provided under this policy, the cancellation of this policy or the effective date of cancellation.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II –Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the

insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



TMGPART-02

EXHIBIT F

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/04/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 2185 N California Blvd Ste 400 Walnut Creek, CA 94596	CONTACT NAME: Jared Finney	FAX (A/C, No):
	PHONE (A/C, No, Ext): (925) 287-7200	
	E-MAIL ADDRESS: Jared.Finney@alliant.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Nationwide Mutual Insurance Company	23787
	INSURER B: ACE Property & Casualty Insurance Company	20699
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
**BA2 300 Lakeside LLC
c/o TMG Partners R.E. LLC
100 Bush St, 26th Floor
San Francisco, CA 94104**

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	ACP 3009836542	8/30/2020	8/30/2021	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ACP 3009836542	8/30/2020	8/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	X	HLI20-A-G71400803	8/30/2020	8/30/2021	EACH OCCURRENCE \$ 25,000,000
							AGGREGATE \$ 25,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

300 Lakeside Drive, Oakland CA 94612; including Tunnel and Bridge collectively defined as the Franchise Property in the City of Oakland Ordinance No. 8005 C.M.S. (1969), as amended

CERTIFICATE HOLDER

The City of Oakland, its councilmembers, directors, officers, employees, agents, and volunteers
Naree Chan, Deputy City Attorney (she/hers)
Office of Oakland City Attorney Barbara J. Parker
One Frank H. Ogawa Plaza, Sixth Floor
Oakland, California 94612
ph. 510-238-2963 fax. 510-238-6500

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: ACP 3009836542

COMMERCIAL GENERAL LIABILITY

CG 20 13 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - STATE
OR GOVERNMENTAL AGENCY OR SUBDIVISION
OR POLITICAL SUBDIVISION - PERMITS
OR AUTHORIZATIONS RELATING TO PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
300 Lakeside Drive, Oakland CA 94612; including Tunnel and Bridge collectively defined as the Franchise Property in the City of Oakland Ordinance No. 8005 C.M.S. (1969), as amended

The City of Oakland, its councilmembers, directors, officers, employees, agents, and volunteers
Naree Chan, Deputy City Attorney (she/hers)
Office of Oakland City Attorney Barbara J. Parker
One Frank H. Ogawa Plaza, Sixth Floor
Oakland, California 94612
ph. 510-238-2963 fax. 510-238-6500

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

1. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
2. The construction, erection or removal of elevators; or
3. The ownership, maintenance or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.