

**Attachment A**  
**Terms of Proposed Naming Rights Agreement**  
**Henry J. Kaiser Convention Center**

1. Parties. The Naming Rights Agreement would be entered into by and between:
  - a. The City of Oakland (the “City”); and
  - b. Kaiser Foundation Health Plan, Inc., a California nonprofit benefit corporation (“Kaiser”).
  
2. Term.
  - a. Signage Rights in Section 4(a) and (b): 99 years from execution (to be executed concurrently with closing on Lease)
  - b. Plaza Signage Rights in Section 4(c): 20 years from issuance of a temporary certificate of occupancy (or legal equivalent) for the Historic Building (including Theatre and Arena).
  
3. Payment amount and timing: \$12,000,000 payable in full at execution (the “Naming Rights Payment”).
  
4. Scope of Rights:
  - a. Exterior signs:
    - (i) the two LED Marquee signs in the locations, and consistent with the design shown, in Schedule I attached hereto (the “Marquee Signs”) on the building current known as the Henry J. Kaiser Convention Center (“Building”);
    - (ii) the outdoor Lakeview Promenade and the north facing Lakeview Terrace deck (together the “Plaza”) as shown on Schedule II attached hereto (the “Outdoor Signs”) on the Building; and
    - (iii) one sign at 10<sup>th</sup> Street façade of the Building in location of the existing sign.
  - b. Interior Sign: One wall sized interactive sign located at the first-floor entrance to the Ballroom and restaurant of the Building.
  - c. Plaza Naming Rights. Kaiser shall have the right to name the Plaza that will be constructed adjacent to the Building as a part of the Project (such name herein referred to as the “Plaza Name”). The City shall include the foregoing right of Kaiser in the master lease for the Building.

d. Costs: Kaiser shall be responsible and/or pay the costs of the initial production and installation of the Marquee Signs as well as for the repair, maintenance and replacement of all of the signs listed above in (a) - (c). Upon termination of this agreement, Kaiser shall be responsible for removing, at its sole cost, all such signs. Kaiser shall have the right to contract such obligations to Oakland Civic, LLC or its affiliate by separate agreement.

5. Name Rights:

a. Signs installed pursuant to Section 4(a) to include (i) “Henry J. Kaiser, “HJK” or “Kaiser”, and (ii) any one of the following: Center, Arts Center, Convention Center, Performing Arts Center, Events Center, Theatre, Theatre Complex, Community Center or Conference Center.

b. The Plaza Name to include (i) “Henry J. Kaiser, “HJK”, “Kaiser” or “Thrive” and (ii) any one of the following: “Plaza” or “Promenade”.

c. All signs to be in compliance with applicable laws and nothing herein shall be deemed an approval by the City of any permits required under the Oakland Municipal Code.

6. Termination Rights.

a. City and Kaiser would each have the right to terminate the Naming Rights Agreement if the LDDA and/or master lease have terminated prior to completion of the Project, and the City has elected not to pursue its rights under the LDDA Completion Guaranty. In such event, the City shall refund to Kaiser any remaining balance of the Naming Rights Payment that has not been disbursed already or is not required to be disbursed pursuant to any separate grant agreement that may be entered into between the City, Oakland Civic, LLC and/or Calvin Simmons Theatre.

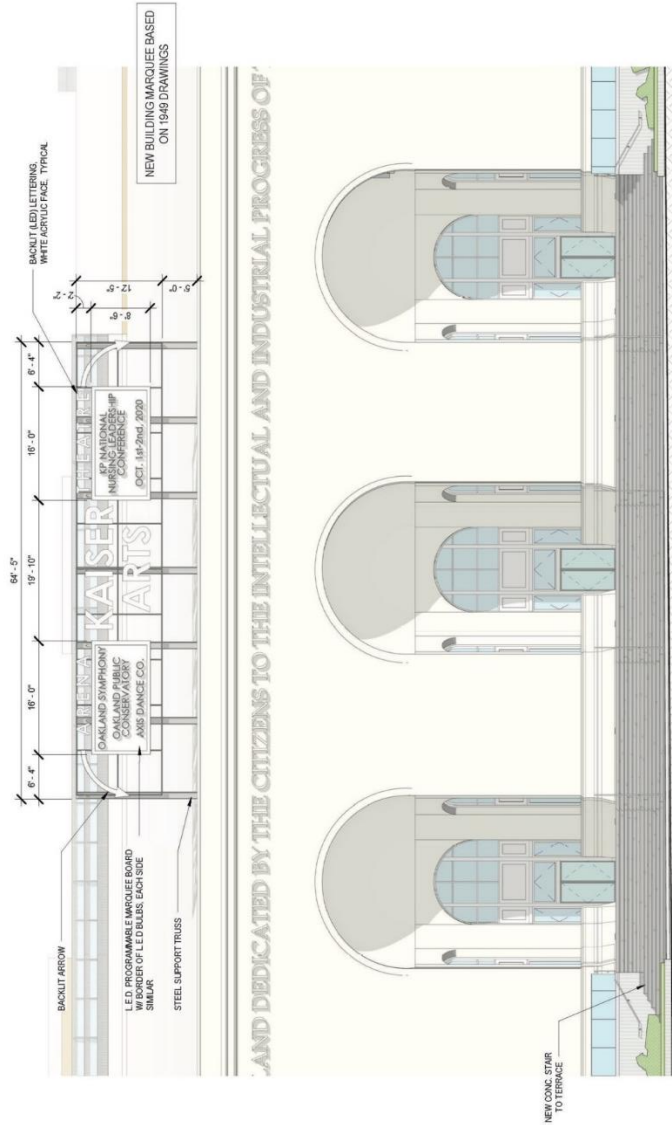
b. If the master lease has been terminated or expires after Project completion, the City has the right to take all steps it deems reasonably necessary and in the best interest of the public, including without limitation, changing the use of the Building, advancing a different project with another party, or mothballing the Building. The City agrees to meet and confer with Kaiser prior to taking any final decisions, but the City shall retain the sole discretion to take any such final decisions and/or steps it deems reasonably necessary.

c. Kaiser has right to terminate the Naming Rights Agreement for convenience after making the Naming Rights Payment. If so terminated, Kaiser is not entitled to a reimbursement of any portion of the Naming Rights Payment

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## Schedule I Marquee Sign Details

**MARQUEE SIGNAGE**  
 A new marquee atop the north and south facades of the building will advertise Theatre events and other uses and activities within the Arts Center. The marquees provide additional opportunities for branding under the Henry J. Kaiser name or another brand affiliate of Kaiser Permanente, and will be lit with LEDs so that they will light up Lake Merritt to the north and Chinatown, Laney, and the 980 corridor to the South. ODI's restoration of these marquees, which adorned the building for many decades, provide a rare and highly visible advertising opportunity.



Schedule II  
Location of Outdoor Signs

