

**SECOND AMENDMENT TO
DISPOSITION AND DEVELOPMENT AGREEMENT
FOR ALAMEDA POINT – SITE A**

This Second Amendment to Disposition and Development Agreement ("Second Amendment") is entered into as of July 19, 2017 ("Effective Date") by and between the City of Alameda, a California charter city (the "City"), and Alameda Point Partners, LLC, a Delaware limited liability company (the "Developer").

RECITALS

- A. The City and the Developer have entered into that certain Disposition and Development Agreement for Alameda Point-Site A, dated as of August 6, 2015 (the "Original DDA"), as amended by that certain First Amendment to Disposition and Development Agreement, dated as of February 8, 2017, and effective as of March 9, 2019 (the "First Amendment"), and clarified by Operating Memoranda dated September 16, 2015, October 26, 2015 and March 6, 2017 (collectively, the "Operating Memoranda"). The Original DDA, as so amended and clarified, is referred to herein as the "DDA."
- B. Pursuant to Section 13.8 of the Original DDA, Developer's prospective lender has requested certain clarifications to the DDA with respect to Security Financing Interests and the Permitted Mortgagee's rights and responsibilities and Additional Secured Parties' (defined below) rights and obligations with respect to the Public Improvements Agreement as a condition to providing financing for the development of certain Phase 1 horizontal and vertical improvements.
- C. The Developer and the City now desire to amend the DDA in accordance with the terms and conditions of this Second Amendment to address the Project amendments referenced in Recital B and the prospective lender's requests referenced in Recital B.

AGREEMENT

WITH REFERENCE TO THE FACTS RECITED ABOVE, the City and the Developer agree as follows:

- 1. **Definitions.** Capitalized terms not defined in Section 5 below or otherwise in this Amendment shall have the same meaning set forth in the DDA.
- 2. **DDA Amendments Related to the Project Amendments.**
 - 2.1 **Amendments to Project and Milestone Schedule.** Exhibit C (Phasing Plan), Exhibit F (Milestone Schedule), Exhibit G (Infrastructure Package) and Exhibit H (Development Plan) to the Original DDA are hereby deleted in their entirety and replaced, respectively, with Exhibit C, Exhibit F, Exhibit G and Exhibit H, attached hereto.

2.2 Extension Payment. As consideration for the extension of the Phase 1 Outside Closing Date until August 9, 2017, Developer shall pay an Extension Payment equal to the product of \$1,350,000 multiplied by a percentage equal to the number of days between April 11, 2017 and August 9, 2017 divided by 365. Such Extension Payment shall be paid to the City on the earlier to occur of the Phase 1 Closing Date or August 9, 2017.

If the Phase 1 Closing Date does not occur on or before August 9, 2017 for any reason, instead of Developer making the Extension Payment as described in the above paragraph, Developer shall have the option to extend the Phase 1 Closing Date by paying the Extension Payment set forth in Section 1.3(a)(1) of the Original DDA in the amount of \$1,350,000 on or before August 9, 2017, in which event (i) the Outside Date for the Phase 1 Closing Date shall be extended to April 11, 2018; (ii) if the Phase 1 Closing Date occurs prior to April 11, 2018, Developer shall receive a refund of a portion of the \$1,350,000 Extension Payment through the Phase 1 Closing in an amount equal to the product of \$1,350,000 multiplied by the number of days between the actual Phase 1 Closing Date and April 11, 2018 divided by 365 and (iii) Developer shall provide the City a revised Milestone Schedule for Phase 1 based on the actual Phase 1 Closing Date and the time periods set forth in the original Milestone Schedule at least ten (10) business days prior to such Phase 1 Closing Date.

Notwithstanding the provisions of Section 1.3(a) of the Original DDA to the contrary, from and after Developer's completion of fifty percent (50%) of the Phase 1 Backbone Infrastructure:

(a) all but \$150,000 of the unrefunded portion of any Extension Payment pursuant to this Section 2.2 (the "Applicable Funds") shall be applied to the Ferry Terminal Payment; and

(b) Developer may submit for monthly reimbursements of costs incurred toward the design, permitting and construction of the Ferry Terminal.

The Phase 1 Backbone Infrastructure shall be deemed to be fifty percent (50%) complete when Developer provides the City with evidence that Developer has incurred third party costs for labor and materials for the Phase 1 Backbone Infrastructure equal to at least fifty percent (50%) of the amount of the engineer's estimate (exclusive of contingency) supporting the Completion Assurances for the Phase 1 Backbone Infrastructure. Such costs shall be evidenced by copies of loan draws submitted to Developer's infrastructure lender or other documentation reasonably acceptable to the City.

Developer's submittals under clause 2.2(b) shall be supported by reasonable documentation (copies of contracts, invoices and payments). Within ten (10) business days after the City receipt of a reimbursement submittal, the City shall provide Developer with a detailed, written notice of any disapproval of any portion of such reimbursement submittal and pay to Developer any amount that is not subject to such disapproval.

2.3 Sports Complex Payment. Notwithstanding the provisions of Section 10 to the Third Operating Memoranda to the contrary, the Sports Complex Payment shall be paid as follows:

- (a) \$500,000 – previously deposited into Escrow by Developer and to be released to the City at the Phase 1 Close of Escrow;
- (b) \$500,000 – to be paid upon the Phase 1 Close of Escrow; and
- (c) \$4,000,000 – to be paid upon the Phase 3 Close of Escrow.

2.4 Improvements to Existing Building. Building 118 is now scheduled to be demolished in conjunction with the development of Phase 2. As such, Developer shall not be required to re-paint Building 118 pursuant to Section 8.16 of the Original DDA.

2.5 Building 117 Tenant Improvements. If Developer Closes Escrow on Phase 2 prior to the outside date for the Closing on Phase 2 of October 1, 2018, Section 10.1(b) of the Original DDA shall be deleted in its entirety.

2.6 PLL Policy. The City hereby confirms that the PLL Policy previously provided by Developer satisfies the obligations of Section 16.7 of the Original DDA for all subsequent transferees of the Property.

3. Lender Requested Clarifications - Security Financing Interests and Rights of Permitted Mortgagees. The Parties have agreed to the following clarifications to the DDA pursuant to Section 13.8 of the Original DDA. While the Parties believe that the clarifications are non-substantive and consistent with the intent of the DDA, many of the clarifications involve detailed revisions to the existing language. Therefore, in certain instances, the Parties have elected to restate certain provisions of the DDA in their entirety to avoid the need to cross-reference multiple provisions in different documents.

3.1 Contingent Profit Participation. Section 2.3(a)(3) of the Original DDA is hereby modified by adding the following language:

“The City hereby (a) waives any statutory vendor’s lien or other lien, right title or interest in the Property as security for the Deferred Payments, (b) acknowledges and agrees that the Developer’s obligation to pay the Deferred Payments is and shall be an unsecured obligation of the Developer (other than with respect to any applicable payment guaranty), and (c) voluntarily accepts all risks associated with the acceptance of such unsecured obligation. Notwithstanding the above, the City and the Developer acknowledge that nothing herein abrogates any of the City's rights and remedies with respect to the Developer under the DDA related to collection of the Deferred Payments.

Further, the Parties hereby agree that (x) a transfer of all or any portion of the Property to Foreclosure Transferee pursuant to a Foreclosure shall be deemed a disposition of such property by the Developer for the purposes of determining any potential Contingent Profit Participation payable by the Developer, (y) the Gross Proceeds from such disposition shall be equal to the sum of (i) the principal amount of the subject loan actually disbursed to Developer plus (ii) any proceeds of the Foreclosure transfer that are in excess of the amounts due to secured lender(s) and

actually paid to the Developer as a result of the Foreclosure and (z) no Foreclosure Transferee or Permitted Transferee thereof shall have any obligation under Section 2.3 of the Original DDA.”

3.2 Transferee Obligations.

3.2.1 Section 12.6(c)(1) of the Original DDA is hereby modified by adding the following language:

“Obligations After Issuance of an Estoppel Certificate of Completion. The City hereby agrees that any obligations under the DDA other than the indemnification obligations set forth in Article 15 and Section 8.3 relating to the Property, or any portion thereof, for which an Estoppel Certificate of Completion has been issued shall only be binding on the person that was the owner of the Property, or portion thereof, at the time the obligation first arose and that no prior or subsequent owner of the Property (or portion thereof) shall be liable to the City for such obligations.”

3.2.2 Section 12.6(c)(2) of the Original DDA is hereby deleted in its entirety and replaced with the following:

“No transferee permitted pursuant to Section 12.4, including, without limitation, any Foreclosure Transferee, or approved pursuant to Section 12.5, nor any Permitted Transferee of the foregoing shall be liable for any Developer Event of Default caused by Developer or any other transferee under this Agreement, it being understood that to the extent this Agreement is partially assigned, a Developer Event of Default under this Agreement shall not constitute a Developer Event of Default under such agreement as partially assigned.”

3.3 Notice of Default and Right to Cure.

3.3.1 Section 13.3 of the Original DDA is hereby deleted in its entirety and replaced with the following language:

“13.3 Notice of Default and Right to Cure.

13.3.1 Notice of Default. The City shall deliver a copy of all notices of any breach or default under the DDA delivered by the City to the Developer to each Permitted Mortgagee at its designated address for notice concurrently with the delivery of such notice to the Developer, and in accordance with the procedures for the delivery of notices set forth in the DDA. No such notice by the City to the Developer shall be deemed to have been duly given to Developer unless and until a copy thereof has been so provided to the Permitted Mortgagees, provided, however, the City shall only be obligated to provide notice to Permitted Mortgagees for which the City has received address information from either the Developer or as set forth in any estoppel certificate delivered from the City to such

Permitted Mortgagee (or such replacement address thereafter provided to the City in writing by such Permitted Mortgagee).

13.3.2 Permitted Mortgagee's Right to Cure Prior to Foreclosure. Each Permitted Mortgagee shall (insofar as the rights of the City are concerned) have the right, but not the obligation, at its option, to cure or remedy any such default or breach affecting the applicable portion of the Project within thirty (30) days after receipt of notice delivered pursuant to Section 13.3.1; provided that Permitted Mortgagee shall have such additional period of time as is reasonably necessary for the Permitted Mortgagee in the exercise of due diligence to cure a non-monetary default, but in no event more than one hundred and twenty (120) days after Permitted Mortgagee's receipt of the default notice delivered pursuant to Section 13.3.1, provided further that if the Developer Event of Default (1) cannot reasonably be cured within the time period permitted by this Section 13.3.2, (2) is a non-monetary default that is not susceptible of cure without foreclosure by the Permitted Mortgagee or (3) is a non-monetary default that is not susceptible of cure by Permitted Mortgagee at all, the Permitted Mortgagee may thereafter elect to effect a cure pursuant to Section 13.9(b) below.

A Permitted Mortgagee may add the cost of any such cure to the security interest debt and the lien on its security interest. Nothing contained in this Agreement shall be deemed to require such Permitted Mortgagee to assume any obligation under this Agreement as a condition to the Permitted Mortgagee's right to effect a cure pursuant to this Agreement prior to the requirements of Section 13.9(b), however, any such cure shall be subject to the provisions of the last sentence of Section 13.2 above."

3.3.2 Right to Foreclosure and Subsequent Cure.

(a) Section 13.4 of the Original DDA is hereby deleted in its entirety.

(b) Section 13.9(b) of the Original DDA is hereby deleted in its entirety and replaced with the following language:

"Section 13.9(b) Right to Foreclosure and Subsequent Cure. Notwithstanding any other provision of this Agreement to the contrary, if any Developer Event of Default shall occur which, pursuant to any provision of this Agreement, (i) entitles the City to terminate this Agreement and/or to exercise its rights under Section 17.5 or 17.6 and (ii) is a non-monetary default that is (A) susceptible of cure but cannot reasonably be cured within the cure period set forth in Section 13.3.2, (B) is not susceptible of cure without foreclosure by such Permitted Mortgagee or (C) is not susceptible to cure at all, the City shall not be entitled to terminate this Agreement and/or to exercise its rights under Section 17.5 or 17.6 unless (1) the City has provided the Permitted Mortgagee with a notice of default pursuant to Section 13.3.1 and (2) within the cure period set forth in Section 13.3.2, such Permitted Mortgagee shall fail to commence, or cause any trustee under the applicable Security Financing Interest to commence, and thereafter

diligently pursue to completion, steps and proceedings to foreclose on the applicable portion of the Property pursuant to a Foreclosure; provided that except as extended by Section 13.9(b)(1) below, such Foreclosure shall be completed within a maximum of eighteen (18) months following the commencement of such proceeding.

(1) Inability to Foreclose. If a Permitted Mortgagee is prohibited from commencing or prosecuting a Foreclosure by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving the Developer (other than any such process, injunction or court action occurring in response to any negligence or misfeasance of Permitted Mortgagee), the times specified in this Section 13.9(b) for commencing or prosecuting a Foreclosure or other proceedings shall be extended for the period of the prohibition; provided that the Permitted Mortgagee shall have fully cured any Developer Event of Default related to a covenant or condition of this Agreement that relates exclusively to the portions of the Property that are collateral for the financing provided by such Permitted Mortgagee and that requires the payment of money by the Developer to the City and shall continue to pay and/or cure all such obligations within the applicable cure period available to such Permitted Mortgagee hereunder if such obligations are not paid by Developer as and when the same fall due.

(2) Deemed Cure. Any Developer Event of Default which does not involve a covenant or condition of this Agreement requiring the payment of money by the Developer to the City shall be deemed cured if any Permitted Mortgagee shall pursue and complete a Foreclosure within the timeframes set forth in this Section 13.9(b) and thereafter timely satisfies the requirements of clauses (A), (B) and (C) below. Nothing contained in this Section 13.9(b) or clauses (A), (B) or (C) below shall personally obligate any Foreclosure Transferee to deliver an Assumption Agreement (as defined below) or otherwise assume the obligations of the Developer under the DDA, provided that the failure to deliver an Assumption Agreement within the period specified below shall be deemed a Developer Event of Default under the DDA.

(A) Notice of Transfer and Assumption of Obligations Under this Agreement. The Foreclosure Transferee timely provides the notice required under Section 12.6(a) and thereafter such transferee (or its Permitted Transferee) agrees pursuant to an Assumption Agreement to perform and observe the Assumed Obligations. The Assumption Agreement shall include modifications that reset the time for performance of the Assumed Obligations in a manner consistent with the provisions of clause (C) below and may include other modifications to the Assumed Obligations to the extent such modifications are agreed to by the City:

(i) Permitted Mortgagee or Affiliated Nominee. If the initial transferee upon Foreclosure is the Permitted Mortgagee or its affiliated nominee, such party or its Permitted Transferee shall cause the Assumption

Agreement to be executed and delivered within six (6) months after the completion of the Foreclosure; and

(ii) Other Transferees. Any other transferee upon Foreclosure shall cause the Assumption Agreement to be executed and delivered within thirty (30) days after the completion of the Foreclosure.

Notwithstanding the foregoing to the contrary, a Foreclosure Transferee shall not be obligated to assume the Developer's obligations under the applicable Public Improvement Agreement unless the Security Financing Interest is secured by Property that includes the Property upon which the Backbone Infrastructure Improvements covered by the applicable Public Improvement Agreement are to be built. If the Assumption Agreement includes the assumption of obligations related to Backbone Infrastructure, the Assumed Obligations must include complete Sub-Phases.

(B) Commencement of Cure/Performance. Within the later of thirty (30) days after execution of the Assumption Agreement or six (6) months after the completion of the Foreclosure, the Foreclosure Transferee: (i) if the Developer Event of Default is capable of cure by the Foreclosure Transferee and is included in the Assumed Obligations, commences a cure of such Developer Event of Default, or (ii) if the Developer Event of Default is not capable of being cured or is not included in the Assumed Obligations, commences performance of the (other) Assumed Obligations.

(C) Completion of Cure/Performance. The Foreclosure Transferee thereafter diligently pursues (i) the completion of the cure of any such Developer Event of Default (if required pursuant to Section 13.9(b)(2)(B)(i)) and (ii) performance of the other Assumed Obligations to completion. Such party shall conclusively be deemed to have diligently pursued the cure/performance to completion if such cure/performance is completed prior to the expiration of the Remaining Days measured from the Remaining Performance Commencement Date. The Remaining Days are subject to extension pursuant to the applicable provisions of Sections 1.3(a) and (b) of the DDA.

Notwithstanding the provisions of Section 13.9(b)(2)(A), (B) and (C) and the applicable Assumption Agreement to the contrary, if the Developer Event of Default relates, in whole or in part, to the completion of the applicable Phase Backbone Infrastructure and the City elects, in its sole discretion, to be the Constructing Party for such improvements, then (i) the requirements of Sections 13.9(b)(2)(B) and (C) shall be deemed satisfied as to the applicable Foreclosure Transferee with respect to the Phase Backbone Infrastructure but not with respect to any Vertical Improvements, (ii) the Foreclosure Transferee's obligations with respect to such improvements shall be limited to the obligation to cooperate with the City pursuant to Section 15(d) of the applicable Public Improvement Agreement, (iii) the obligations of the Foreclosure Transferee to cure or perform any Assumed Obligation that cannot feasibly be performed without the applicable

Phase Backbone Infrastructure having been completed shall be suspended until such Phase Backbone Infrastructure has been completed, and the applicable period for the performance of such obligation shall be adjusted to account for such suspension period, and (iv) as between the City and such Foreclosure Transferee, the City, as the Constructing Party, shall be obligated to cause the Phase Backbone Infrastructure to be completed in accordance with the requirements of the DDA and the Public Improvement Agreement.

(3) Any Foreclosure Transferee properly completing the applicable Phase or Sub-Phase of the Project pursuant to this Section 13.9(b) shall be entitled, upon written request made to the City, to an Estoppel Certificate of Completion for the applicable Phase or Sub-Phase from the City. The provisions of this Section 13.9(b) shall control over any conflicting provisions of this Agreement.

(4) Notwithstanding the foregoing to the contrary, any Foreclosure Transferee may complete such construction work at the Property to the extent necessary to conserve or protect any improvements or construction already made without first delivering an Assumption Agreement, provided however, if the Foreclosure Transferee elects to complete such construction work, the Foreclosure Transferee must complete the applicable Infrastructure Sub-Phase once the Foreclosure Transferee commences construction work and provided, further, if the Foreclosure Transferee elects to complete the construction work without delivering an Assumption Agreement, subject to the limitations on liability set forth in Section 13.9(a) of the Original DDA, the City shall have the same rights against the Foreclosure Transferee with regards to the construction work as it would have with the Developer under the DDA and the Public Improvement Agreement and, unless such work is conducted on an emergency basis to prevent damage to person or property, the Foreclosure Transferee shall be obligated to comply with the construction obligations of the DDA and the Public Improvement Agreement.”

3.4 Right to Propose Construction of a Portion of the Backbone Infrastructure.

The City acknowledges that in the event of a Developer Event of Default related to the completion of the Phase Backbone Infrastructure, it is in the best interest of the City and the Additional Secured Parties to facilitate the completion of any portion of the Backbone Infrastructure. Therefore, (a) notwithstanding any term or provision of the DDA contrary and (b) in addition to any other rights under the DDA expressly provided to a Permitted Mortgagee or Foreclosure Transferee, a Permitted Mortgagee or Foreclosure Transferee shall have the right, but not the obligation, to propose to be the Constructing Party to construct all or any portion of the Phase Backbone Infrastructure without assuming the Developer’s obligations under the DDA and, provided that the following conditions are met, the City shall not unreasonably withhold, condition or delay its consent to such construction:

3.4.1 The City shall have determined, in its reasonable discretion, that the proposed construction shall not (a) create an unsafe condition, (b) increase the costs to complete the balance of the Phase Backbone Infrastructure or (c) adversely affect the City’s rights with respect to the Subject Bonds; and

3.4.2 Solely with respect to the scope of construction proposed by the Permitted Mortgagee or the Foreclosure Transferee, the proposing party shall have agreed in writing to assume the Developer's construction, insurance, indemnity and warranty obligations under the DDA and applicable Public Improvement Agreement.

3.5 Foreclosure Under Security Financing Interest. Article 13 of the Original DDA is hereby modified to add the following language:

"The City hereby agrees that if a Permitted Mortgagee pursues a Foreclosure under its Security Financing Interest (when a default under its Security Financing Interest exists regardless of whether a Developer Event of Default exists under the DDA), (a) the Permitted Mortgagee may cause the performance of the Developer's obligations under the DDA, including the development of the applicable portion of the Project to continue during such Foreclosure without assuming any obligations under the DDA provided the Permitted Mortgagee complies with the construction obligations of the DDA and completes any Sub-Phases commenced by the Developer or the Permitted Mortgagee, and (b) the Permitted Mortgagee or applicable Foreclosure Transferee shall not be deemed in default under the DDA for failure to deliver an Assumption Agreement if it delivers an Assumption Agreement within the period and in accordance with the requirements of Section 13.9(b)(2)(A). If it delivers an Assumption Agreement within the period and in accordance with the requirements of Section 13.9(b)(2)(A), such Foreclosure Transferee shall be entitled to the benefits of Sections 13.9(b)(2)(B), 13.9(b)(2)(C) (and the paragraph that immediately follows Section 13.9(b)(2)(C)), 13.9(b)(3), and 13.9(b)(4)."

3.6 City's Right to Purchase Permitted Mortgage. Section 13.9(c) of the Original DDA is hereby modified to add the following language:

"The City's right to purchase a Security Financing Interest pursuant to Section 13.9(c) of the Original DDA shall expire with respect to such Security Financing Interest upon completion of a Foreclosure of such Security Financing Interest. Nothing in this Section shall prevent the City's exercise of such right (as adjusted herein) with respect to any Permitted Mortgagee that is placed on the applicable portion of the Property after the completion of the initial Foreclosure."

3.7 Amendment or Termination of DDA. Section 13.9(d) of the Original DDA is hereby deleted in its entirety and replaced with the following language:

"13.9(d) Amendment; Termination of DDA. The City shall not amend, modify, supplement, cancel or terminate (other than in accordance with the terms of the DDA) the DDA, or accept any relinquishment of any right or interest of the Developer under the DDA, without the prior written consent of each applicable Permitted Mortgagee. Notwithstanding the above, as between the City and the Developer, it shall be the obligation of the Developer to secure the consent of each applicable Permitted Mortgagee."

3.8 New Agreements. Section 13.9(i) of the Original DDA is hereby modified to add the following language:

“(a) The City’s right to require a New Agreement pursuant to Section 13.9(i)(2) of the Original DDA is conditioned upon the Foreclosure Transferee first having consented to such New Agreement; and

(b) Any New Agreement shall (a) include a Milestone Schedule that has been extended consistent with Section 13.9(b)(2)(C) above, and (b) upon the written request of the non-City party, also include the provisions of any estoppel certificate delivered by the City to the applicable Permitted Mortgagee and the provisions of any form of Assumption Agreement attached to such estoppel certificate.”

3.9 Right of Reverter/Option to Repurchase.

3.9.1 Section 17.5(a)(2) of the Original DDA is hereby deleted in its entirety;

3.9.2 Section 17.6(b) of the Original DDA is hereby deleted and replaced with the following language:

“(b) Such right to repurchase, reenter, and repossess, to the extent provided in this Agreement, shall be subordinate and subject to and be limited by and shall not defeat, render invalid or limit any Security Financing Instrument with respect to the Property.”

3.9.3 The following language is hereby added to the DDA to supplement the provisions of Sections 17.5 and 17.5 of the Original DDA:

(i) “Resale/Purchase Price Prior to Foreclosure. Notwithstanding any term of the DDA to the contrary, in the event that the City exercises its rights under Section 17.5(a) or Section 17.6 of the Original DDA with respect to a portion of the Property that is subject to a Security Financing Interest prior to the applicable Permitted Mortgagee’s commencement or completion of a Foreclosure for such property, (a) the resale price under Section 17.5(b) of the Original DDA or purchase price under Section 17.6(c) of the Original DDA must be sufficient to pay all amounts due under any applicable Security Financing Interest, including all unpaid principal, interest, late fees and all other advances and amounts secured by the applicable Security Financing Interest, and (b) such amounts shall be paid directly to the applicable Permitted Mortgagee through the close of escrow for the applicable transfer in return for the Permitted Mortgagee’s execution and recordation of a full reconveyance of applicable portion of the Property from the applicable Security Financing Interest and prior to any amounts being paid to the City or the Developer. The provisions of this Section 3.9.3(i) shall apply without regard to whether the Permitted Mortgagee, its affiliated nominee or their respective Affiliate Permitted Transferee has executed an Assumption Agreement. Nothing contained in this Section 3.9.3(i) shall limit the rights and remedies

available to the applicable Permitted Mortgagee under its Security Financing Interest, including, without limitation, its rights to foreclose if a transfer of the portion of the Property covered thereby were to occur (including, without limitation pursuant to Section 17.5(a) or Section 17.6 of the Original DDA) in violation of the terms of its Security Financing Interest or if the terms of such Security Financing Interest are not otherwise complied with.”

(ii) “Resale/Purchase Price After Foreclosure. Notwithstanding any term of the DDA to the contrary, in the event that the City exercises its rights under Section 17.5(a) or Section 17.6 of the Original DDA with respect to any Foreclosure Property (a) after the Foreclosure and (b) prior to the re-sale of such property by the Foreclosure Transferee to a party that is not an Affiliate of the Permitted Mortgagee, then any resale price under Section 17.5(b) of the Original DDA or purchase price under Section 17.6(c) of the Original DDA for such Foreclosure Property must be not less than an amount that is sufficient to pay the Foreclosure Transferee (to the extent such party is the then-current owner of the Foreclosure Property) an amount equal to the sum of the following clauses (A) and (B) and (b) such amount shall be payable directly to the then-current owner of the Foreclosure Property in immediately available funds prior to the effectiveness of the resale or purchase of the Foreclosure Property pursuant to Sections 17.5(b) or 17.6(c) of the Original DDA, respectively, and prior to any amounts being paid to the City or Developer:

(A) all amounts due under such Foreclosure Transferee’s Security Financing Interest immediately prior to the completion of the Foreclosure, including all unpaid principal, interest, late fees, costs and expenses of Foreclosure, and all other advances and amounts secured by the applicable Security Financing Interest through such date (without deduction of any amounts credit bid by the applicable Foreclosure Transferee); plus

(B) all out-of-pocket costs incurred by the Foreclosure Transferee and any subsequent Permitted Transferee thereof that is an Affiliate of the Foreclosure Transferee after the completion of such Foreclosure that are in furtherance of the Developer’s obligations under the DDA or Public Improvement Agreement (or rights of such Foreclosure Transferee or Permitted Transferee to cure or perform such obligations), including, without limitation, third party hard and soft project costs for labor, materials or services, insurance premiums required by the DDA, reasonable costs of enforcement of any Subject Bonds (as hereinafter defined) and real property or possessory interest taxes.

The rights in this Section 3.9.3 are personal to the Foreclosure Transferee and any such subsequent Permitted Transferee thereof that is an Affiliate of the Foreclosure Transferee, and shall not apply to any other subsequent transferee.”

The provisions of this Section 3.9.3 shall apply without regard to whether the Foreclosure Transferee has executed an Assumption Agreement.

3.10 Affordable Housing Obligations. The Affordable Housing Implementation Plan is hereby modified to add the following language”

“Prior to the first disbursement of funds under a Security Financing Interest on the Phase 1 Transfer Property, the Developer shall deposit into an escrow account the Three Million Dollar (\$3,000,000) contribution required pursuant to Section 3.8 of Exhibit M to the DDA less any amounts previously paid by the Developer to the Qualified Affordable Housing Developer for costs associated with the Affordable Housing Development. Withdrawals from the escrow account shall be governed by an escrow agreement between the Developer and the Qualified Affordable Housing Developer to be approved by the City prior to the deposit of funds into the escrow. The escrow agreement shall provide the City with third party beneficiary rights under the agreement and shall further provide that in the event of an uncured Developer Event of Default under the DDA or the Affordable Housing Implementation Plan by either the Developer or the Qualified Affordable Housing Developer, the City shall be entitled to assume the rights and obligations of the defaulting party under the Escrow Agreement.

In no event shall any Foreclosure Transferee have any obligation to pay any portion of the \$3,000,000 contribution required pursuant to Section 3.8 of Exhibit M to the Original DDA or be subject to any requirement to cure any default by the Developer in the payment of any portion of such contribution.”

3.11 Right to Cure Trust Lease Default. Section 17.4(a) of the Original DDA is hereby amended to add the following language:

“The City shall deliver a copy of all notices of any “Default” (as such term is defined in the Trust Lease) under the Trust Lease required to be delivered by the City to the Tenant (as such term is defined in the Trust Lease) to each Permitted Mortgagee at its address for notice concurrently with the delivery of such notice to the Tenant, and in accordance with the procedures for the delivery of notices set forth in the Trust Lease. No such notice by the City to the Tenant shall be deemed to have been duly given unless and until a copy thereof has been so provided to the Permitted Mortgagee. A Permitted Mortgagee shall have the right to cure any Default under the Trust Lease, or cause the same to be cured, and the City shall accept any such cure by or at the instance of such Permitted Mortgagee, within the applicable cure period available to the Tenant under the Trust Lease with respect to such Default.”

4. Lender Requested Clarifications - Cooperation Provisions for City and Additional Secured Parties. Pursuant to Section 15(d) of the applicable Public Improvement Agreement executed by and between the City and the Developer for the subject Phase, the City and the Additional Secured Parties that are named as co-beneficiaries under any of the Subject Bonds are required to cooperate in good faith regarding the enforcement of the Subject Bonds. The purpose of this Section 4 is to provide the City’s pre-approved parameters for such good faith cooperation which may be incorporated into an agreement between the City and any Additional Secured Party.

Subject to such agreement, the City hereby agrees that the City and the Additional Secured Party shall cooperate in good faith as follows:

4.1 The City shall provide the Additional Secured Party with a concurrent copy of any notice of default delivered to the Developer under the Public Improvement Agreement; and

4.2 If the Developer fails to timely cure an event of default under the Public Improvement Agreement related to the construction of the Phase Backbone Infrastructure:

4.2.1 The City and the Additional Secured Party shall provide the other party with five (5) business days' prior written notice of the noticing party's intent to deliver notice to the provider of the Subject Bonds of the uncured Developer event of default under the Public Improvement Agreement;

4.2.2 The City and the Additional Secured Party shall provide the other party with concurrent copies of any correspondence delivered to or received from the provider of the Subject Bonds;

4.2.3 The City and the Additional Secured Party shall provide the other party with thirty (30) calendar days' prior written notice of the noticing party's intent to file litigation in order to pursue its rights under the Subject Bonds;

4.2.4 If the City or the Additional Secured Party initiates litigation against the provider of the Subject Bonds, such party shall not object to the other party's participation in such litigation;

4.2.5 The City and the Additional Secured Party shall be responsible for the payment of the fees payable to any attorneys retained by such party with respect to the enforcement of the Subject Bonds;

4.2.6 The City and the Additional Secured Party agree that any funds obtained from the provider of the Subject Bonds (via settlement, court judgement or other means) shall be used solely for the purposes of completing the subject Phase Backbone Infrastructure; and

4.2.7 Subject to the provisions of Section 13.9(b) of the Original DDA and Section 3.1.4 above, the City and the Additional Secured Party shall provide the other party with sixty (60) calendar days' notice prior to electing to be the Constructing Party and commencing construction on the Backbone Infrastructure that is the subject of the Subject Bonds.

Further, either the City or the Additional Secured Party may at any time after the Developer Event of Default deliver a written request that the other party meet and confer regarding the parties' pursuit of their respective right under the Subject Bonds, which request may include a proposed plan regarding such pursuit. Upon presentation of such notice, the City and the Additional Secured Party shall meet and confer for a reasonable time period (not to exceed ten (10) calendar days) regarding the Subject Bonds.

Notwithstanding the foregoing to the contrary, neither the City nor the Additional Party shall be required by this Agreement to refrain from taking any action such party in good faith deems necessary to preserve such party's rights under the Subject Bonds.

5. Definitions. In addition to the terms defined elsewhere in this Agreement and in the DDA, the following definitions shall apply:

5.1 "Additional Secured Party" shall mean any one of the following parties:

(a) any Permitted Mortgagee providing an infrastructure development loan or construction loan to the Developer that is secured by a Security Financing Instrument recorded against one or more Sub-Phases and their respective Foreclosure Transferees;

(b) any Qualified Developers that acquire a Sub-Phase pursuant to Section 12.4(k) of the Original DDA and their respective Permitted Transferees;

(c) any Permitted Mortgagee providing a construction loan to any Qualified Developer for the development of vertical construction on one or more Sub-Phases and their respective Foreclosure Transferees.

5.2 "Assumed Obligations" shall mean the obligations, terms and conditions of the Developer under the DDA and any ancillary agreements entered into by the Developer pursuant to the DDA that are assumed by a transferee in an Assumption Agreement. The Assumed Obligations shall only relate to the portions of the Property acquired by the Foreclosure Transferee. The Assumed Obligations shall not include obligations that are personal to the Developer.

5.3 "Assumption Agreement" shall mean a written agreement in a form that is reasonably satisfactory to the City Attorney and recordable among the land records of the County whereby a transferee pursuant to Foreclosure assumes the Developer's obligations under the DDA related to the foreclosed Property.

5.4 "Constructing Party" means the party that has assumed, in its sole discretion, the obligation for completing the construction of the Backbone Infrastructure that is the subject of the Subject Bonds.

5.5 "Deferred Payments" shall mean the Developer's obligation to pay the Contingent Profit Participation under Section 2.3 of the Original DDA, to pay the deferred portion of the Sports Complex Payment under the Third Operating Memorandum, to pay any sums due under the Ferry Terminal Note, or to pay or perform any other deferred consideration payable under the DDA.

5.6 "Foreclosure" shall mean judicial foreclosure, non-judicial foreclosure or deed-in-lieu process.

5.7 "Foreclosure Property" shall mean the portion of the Property as to which a Foreclosure has occurred.

5.8 "Foreclosure Transferee" shall mean a Permitted Mortgagee, its affiliated nominee or any third party, and each of their Permitted Transferees.

5.9 "Remaining Days" shall mean the number of days equal to the percentage of the number of days that were originally available to the Developer to complete the subject obligation pursuant to the Milestone Schedule, which percentage shall be equal to the percentage of the subject obligation that has not been completed as of the Remaining Performance Commencement Date. The City and the Permitted Mortgagee shall determine the percentage of the subject obligation that has not been completed based on an evaluation of the completed work by a construction manager with significant experience with large public work construction projects mutually selected by the City and the Permitted Mortgagee. If the City and the Permitted Mortgagee cannot agree on the construction manager, the City and the Permitted Mortgagee shall each appoint a construction manager with significant experience with large public work construction projects and those two construction managers shall appoint a construction manager with significant experience with large public work construction projects to evaluate the percentage of work completed. By way of example, if (1) the Developer Event of Default related to the completion of certain improvements, (2) the Milestone Schedule provided thirty (30) months for the completion of the same and (3) as of the Remaining Performance Commencement Date, the subject improvements were seventy five percent (75%) complete, the Remaining Days for such obligation would be 7.5 months.

5.10 "Remaining Performance Commencement Date" shall mean the date the Foreclosure Transferee commences the cure or performance pursuant to Section 13.9(b)(2)(B) of the Original DDA.

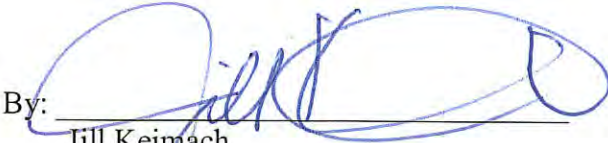
5.11 "Subject Bonds" means the payment or completion surety bonds provided by the Developer pursuant to a Public Improvement Agreement."

6. Effect of Amendment. Except to the extent amended in this Second Amendment, the DDA shall remain in full force and effect. In the event of a conflict between this Second Amendment and the DDA, this Second Amendment shall control.

[Signatures on next page]

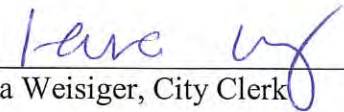
In WITNESS WHEREOF, the Parties have signed this Second Amendment to Disposition and Development Agreement on the dates indicated below.

CITY OF ALAMEDA

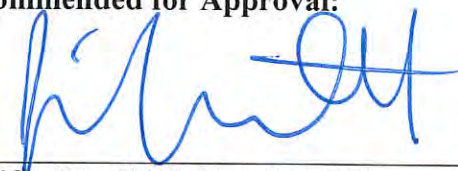
By: 
Jill Keimach
City Manager

Date: 9/12/17

Attest:


Lara Weisiger, City Clerk

Recommended for Approval:


Jennifer Ott, Chief Operating Officer
Alameda Point

Approved as to Form:


Andrico Q. Penick
Chief Real Estate Counsel

Authorized by City Council Ordinance No. 3185

Signatures continue on next page

ALAMEDA POINT PARTNERS, LLC,
a Delaware limited liability company

By: Alameda Point Properties, LLC,
a California limited liability company,
its managing member

By: NCCH 100 Alameda, L.P.,
a Delaware limited partnership,
its managing member

By: Maple Multi-Family Development,
L.L.C., a Texas limited liability
company,
its General Partner

By:

Name:

Title:

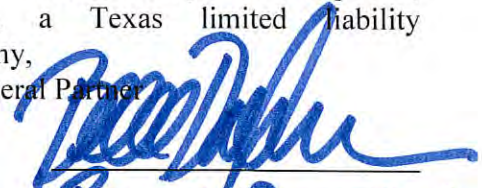

Bruce Dorman
Vice President

Exhibit C
Phasing Plan

[See attached]

**Phasing Plan – Alameda Point Site A
Proposed Buildings and Uses**

	Parcel Number	Acres	Proposed Use/Building Type	Building Square Footage, Units, or Acres/Parking Spaces
Project Phase	5a	±2.63	Open Space	±2.63 acres
	6	±2.83	Residential/Townhomes	±64 units/ up to 128 spaces
	7	±2.43	Residential/Townhomes	±60 units/up to 120 spaces
	8	±1.73	Residential/Podium	±130 units/up to 195 spaces
	9	±2.42	Mixed Use	Residential: ±200 units/up to 300 spaces Retail: ±12,000 square feet
	10	±4.08	Open Space	±3.05 acres
			Retail/Creative Office	±66,462 square feet/up to 50 spaces
	11	±2.58	Mixed Use	Residential: ±220 units/up to 330 spaces Retail: ±21,947 square feet/up to 24 spaces
	18	±1.92	Open Space	±1.92 acres
Phase 1 Subtotal		±20.62	Residential: ±674 units/up to 1,073 parking spaces Retail/Creative Office: ±100,409 square feet/±74 parking spaces Open Space: ±7.60 acres	
Phase 2	14	±0.84	Public Parking	Up to 670 parking spaces
	15a	±1.73	Commercial	±39,500/up to 82 spaces
	15b	±2.42	Residential/Flats	±70 units/up to 105 spaces
Residential/Townhomes			±19 units/up to 38 spaces	

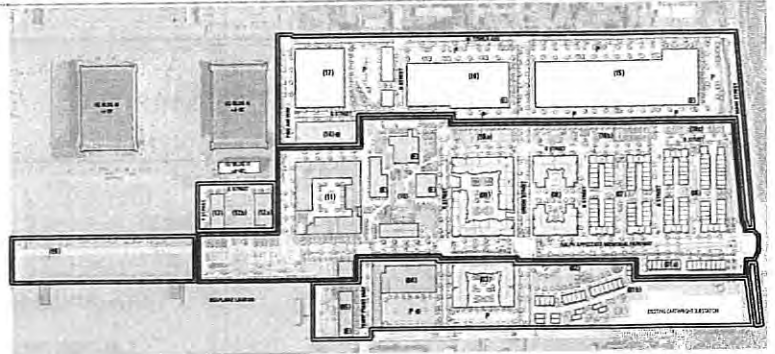
**Phasing Plan – Alameda Point Site A
Proposed Buildings and Uses**

Project Phase	Parcel Number	Acres	Proposed Use/Building Type	Building Square Footage, Units, or Acres/Parking Spaces
Phase 2 (continued)	15c	±2.24	Residential/Townhomes	±37 units/up to 74 spaces
	16	±3.66	Commercial	±90,950/up to 100 spaces
	17	±2.74	Commercial	±69,000/up to 125 spaces
	19	±3.59	Open Space	±3.59 acres
Phase 2 Subtotal		±17.22	Residential: ±126 units/up to 217 spaces Commercial: ±199,450 square feet/up to 307 spaces Parking Structure: up to 670 parking spaces Open Space: ±3.59 acres	
Phase 3	1a	±0.85	Commercial	±83,500 square feet
	1b	±4.24	Commercial Parking Lot	Up to 190 spaces
	2	±1.15	Open Space	±1.15 acres
	3	±2.09	Commercial/Public Parking	±63,500 square feet/up to 130 spaces with 56 dedicated for public use
	4	±2.15	Mixed Use/Public Parking	Hotel: ±100,000 square feet (±150 rooms)/±112 parking spaces Retail: ±6,000 square feet Parking Structure: up to 560 parking spaces

**Phasing Plan – Alameda Point Site A
Proposed Buildings and Uses**

Project Phase	Parcel Number	Acres	Proposed Use/Building Type	Building Square Footage, Units, or Acres/Parking Spaces
Phase 3 (continued)	5b	±0.86	Open Space/Retail	±0.86 acres Retail: ±14,000 SF
	12(a)	±0.6	Retail	±20,000 square feet
	12(b)	±0.54	Open Space	±0.54 acre
	13	±0.4	Retail	±13,000 square feet
Phase 3 Subtotal		±12.88		Hotel: ±100,000 square feet (±150 rooms)/ ±112 parking spaces Commercial: ±141,000 square feet/up to 320 parking spaces Retail: ±59,000 square feet Parking Structure: up to 560 spaces Open Space: ±2.55 acres
Total		±68		Residential: 800 units/up to 1,200 parking spaces Hotel: ±100,000 square feet (±150 rooms)/ ±112 parking spaces Retail/Creative Office: ±159,409 square feet/±74 spaces Commercial: ±340,450 square feet/up to 627 spaces Parking Structures and lots: up to 1,230 spaces Open Space: ±13.74 acres

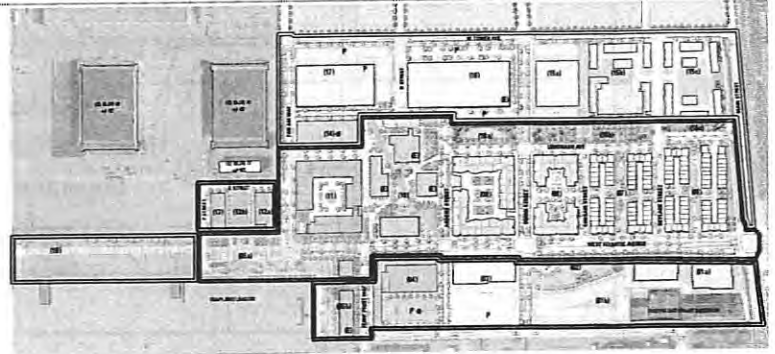
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*THIS SITE PLAN & BUILDING CONFIGURATIONS ARE ILLUSTRATIVE ONLY. ALL IMPROVEMENTS SUBJECT TO DESIGN REVIEW APPROVAL.

*EXISTING BUILDINGS AND/OR SITES MAY BE OCCUPIED WITH USES CONSISTENT WITH THIS PLAN DURING ANY PHASE

2017



LEGEND

	PHASE ONE DEVELOPMENT		COMMERCIAL (OFFICE/MANUFACTURING)
	PHASE TWO DEVELOPMENT		RESIDENTIAL OVER GROUND FLOOR RETAIL & PARKING
	PHASE THREE DEVELOPMENT		RESIDENTIAL OVER ADAPTABLE GROUND FLOOR & PARKING
	(E) EXISTING BUILDING		RESIDENTIAL WALK-UP FLATS
	(##) BLOCK NUMBER		RESIDENTIAL TOWNHOME
	P SURFACE PARKING		RETAIL (SHOPS & RESTAURANTS)
	* POTENTIAL PARKING GARAGE		PUBLIC PARKING
			OPEN SPACE - COLORS VARY

ALAMEDA POINT

ALAMEDA, CA

PHASING DIAGRAM

BAR architects

901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

Bkf ignition architecture

MBH arch

TRICON fabrica

EDEN

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...

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SRH ERNST

Medison/Sergotte

LANGAN

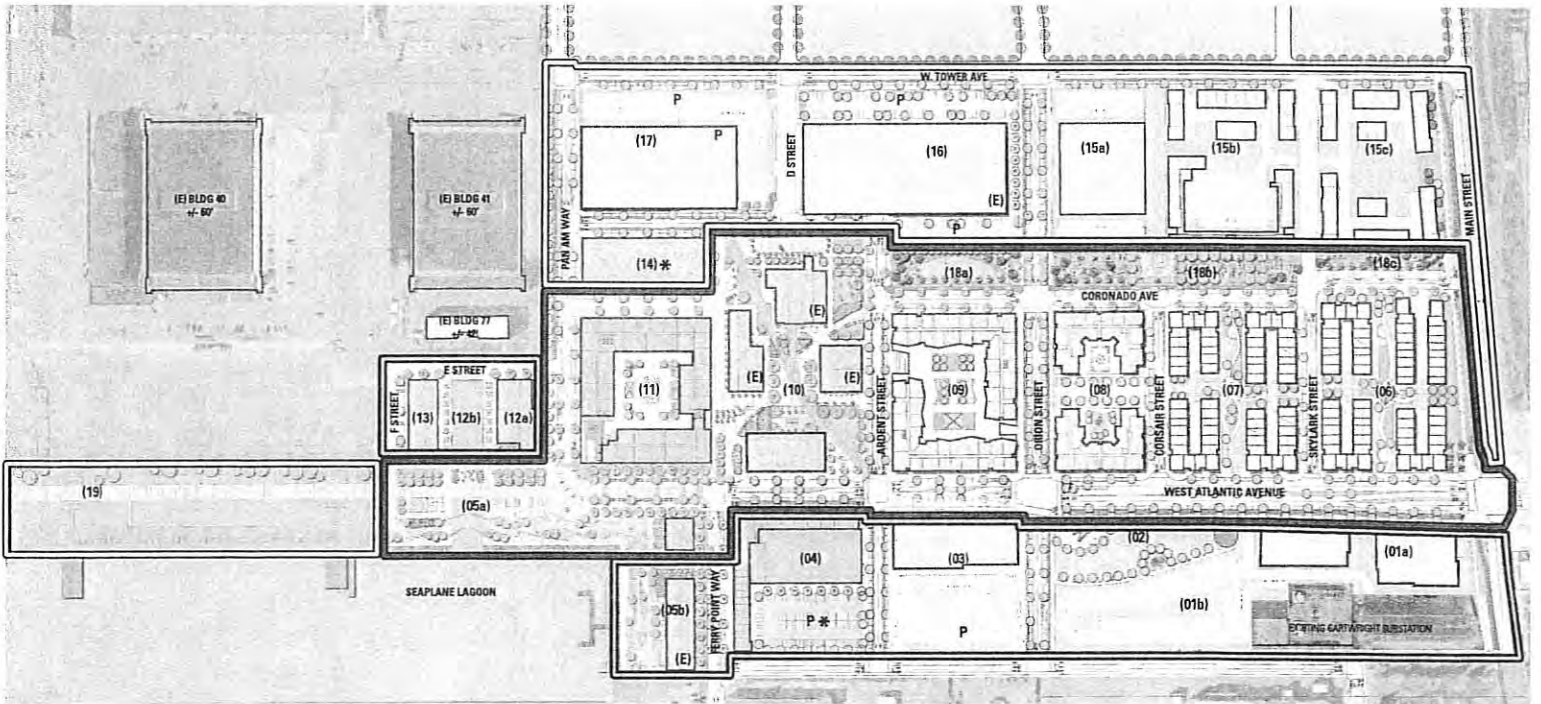
KH

FIELD PAOLI

A P D W

05.02.17

14072



LEGEND

PHASE ONE DEVELOPMENT	(E) EXISTING BUILDING	COMMERCIAL (OFFICE/MANUFACTURING)	RESIDENTIAL TOWNHOME
PHASE TWO DEVELOPMENT	(##) BLOCK NUMBER	RESIDENTIAL OVER GROUND FLOOR RETAIL & PARKING	RETAIL (SHOPS & RESTAURANTS)
PHASE THREE DEVELOPMENT	P SURFACE PARKING	RESIDENTIAL OVER ADAPTABLE GROUND FLOOR & PARKING	PUBLIC PARKING
	* POTENTIAL PARKING GARAGE	RESIDENTIAL WALK-UP FLATS	OPEN SPACE - COLORS VARY

*THIS SITE PLAN & BUILDING CONFIGURATIONS ARE ILLUSTRATIVE ONLY. ALL IMPROVEMENTS SUBJECT TO DESIGN REVIEW APPROVAL.

*EXISTING BUILDINGS AND/OR SITES MAY BE OCCUPIED WITH USES CONSISTENT WITH THIS PLAN DURING ANY PHASE

ALAMEDA POINT | ALAMEDA, CA

BARarchitects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

BKF ignition
architecture

MEH MDR
TRICON
architects

EDM
EUSA

EDU

SPW ERNST
McGee/Marguetta

LANGAN

FIELD
PAOLI

A P
D. W.

05.02.17
14072

6.14.2017b

Exhibit F
Milestone Schedule

[See attached]

Exhibit F
Milestone Schedule

[See attached]

EXHIBIT F

MILESTONE SCHEDULE

This Milestone Schedule summarizes the schedule for various activities under the Disposition and Development Agreement (the "Agreement") to which this exhibit is attached. This Milestone Schedule shall not be deemed to modify in any way the provisions of the Agreement to which such items relate. Section references herein to the Agreement are intended merely as an aid in relating this Milestone Schedule to other provisions of the Agreement and shall not be deemed to have any substantive effect. Times for performance are subject to extensions as set forth in Section 1.3 of the Agreement.

Whenever this Milestone Schedule requires the submission of plans or other documents at a specific time, such plans or other documents, as submitted, shall be complete and adequate for review by the City or other applicable governmental entity within the time set forth herein. Prior to the time set forth for each particular submission, the Developer shall consult with City staff informally as necessary concerning such submission in order to assure that such submission will be complete and in a proper form within the time for submission set forth herein.

As provided in Section 1.4 of this Agreement, this Milestone Schedule may be modified by Operating Memoranda executed in accordance with Section 18.16 of this Agreement.

ACTION	DATE
1. Deposit. The Developer shall deliver the Deposit to the City. [§2.1]	5 days from Effective Date
2. Phase 0. Developer presents to the City Council for its approval the Phase 0 Activities Plan [§9.2]	No later than 45 days from Effective Date
3. Phase 0. Commence Phase 0 Activities Plan [§9.2]	60 days after approval of the Phase 0 Activities Plan by the City Council
PHASE 1	
4. Submission – Phase Update to Financing Plan. The Developer shall prepare and submit the Phase Update to the Financing Plan for Phase 1 for City approval. [§3.1(a)]	At least 90 days prior to the Phase 1 Outside Phase Closing Date [September 12, 2016]
5. Approval – Phase Update -Financing Plan. The City shall approve or disapprove the Phase Update to the Financing Plan for Phase 1. [§3.2]	Within 30 days of submission
6. Submission – Public Financing Plan. The Developers shall prepare and submit to the City the Public Financing Plan [§3.2(c)]	At least 90 days prior to the Phase 1 Outside Phase Closing Date [September 12, 2016]
7. Approval – Public Financing Plan. The City shall approve or disapprove the Public Financing Plan. [§3.2]	Within 30 days of submission.

ACTION	DATE
8. Navy Conveyance –Storm Drain Line. The Developer shall notify the City of its intent to remove the Storm Drain Line [§8.15]	No later than November 1, 2015
9(a). Navy Conveyance 9(b).. State Lands Exchange. The City shall facilitate closing of the exchange of Tidelands property within the Phase 1 property. [§10.4]	May 2, 2016 June 28, 2016
10. Application – Supplemental Approvals. The Developer shall apply for the first Supplemental Approvals necessary to construct the Backbone Infrastructure for Phase 1 of the Project. [§5.4(a)]	November 30, 2015
11. Receipt – Supplemental Approvals. The Developer shall obtain all of the Supplemental Approvals necessary to construct the Backbone Infrastructure for Phase 1 of the Project, and shall provide evidence of the same to the City [§5.4(c)]	November 11, 2016
12. Application – Additional Approvals - Horizontal. The Developer shall submit evidence to the City that it has submitted an application for a main line extension including a fully executed water services agreement with East Bay Municipal Utility District and payment of any fees required by such agreement. [§5.4(b)]	May 16, 2016
13. Receipt – Additional Approvals- Horizontal. The Developer shall obtain the Additional Approvals -Horizontal for Phase 1 of the Project and shall provide the city with evidence of the same [§5.4(c)]	May 31, 2018
14. Submission – Phase Construction Contract (Horizontal). The Developer shall submit the Construction Contract for the Backbone Infrastructure of Phase 1 of the Project for City approval. [§5.5]	At least 45 days prior to the Phase 1 Outside Phase Closing Date [June 25, 2017]
15. Approval – Phase Construction Contract (Horizontal). The City shall approve or disapprove the construction contract for the	15 business days from Submission – Phase Construction Contract (Horizontal)

ACTION	DATE
horizontal component of Phase 1 of the Project. [§5.5]	
<p>16. Submission – Public Improvement Agreement and Completion Assurances To City. The Developer and the City shall have entered into a Public Improvement Agreement for the Backbone Infrastructure for Phase 1 of the Project and Developer shall have provided the Completion Assurance required by the Public Improvement Agreement . [§5.6]</p>	At least thirty (30) days prior to the Phase 1 Outside Phase Closing Date [July 9, 2017]
<p>17. Submission – Evidence of Funds Availability. The Developer shall submit the specified evidence of funds availability for Phase 1. [§4.3(a)(7)]</p>	At least thirty (30) days prior to the Phase 1 Outside Phase Closing Date [July 9, 2017]
<p>18. Submission – Evidence of Insurance. The Developer shall provide evidence of compliance with insurance requirements for Phase 1. [Art. 16]</p>	At least thirty (30) days prior to the Phase 1 Outside Phase Closing Date [July 9, 2017]
<p>19. Closing. The parties shall complete the Closing for Phase 1. [§5.3]</p>	August 9, 2017
<p>20. Commencement of Construction Phase 1 Infrastructure). The Developer shall commence construction of the Infrastructure of Phase 1 of the Project. [§5.1]</p>	Within thirty (30) days of the Phase 1 Closing
<p>21. Completion of Construction (Horizontal). The Developer shall complete construction of Phase 1 Infrastructure Phase of the Project. [§5.1]</p>	Within 28 months of Commencement of Phase 1 Infrastructure Phase
<p>22.Submission – Sub-Phase Update to Financing Plan. The Developer shall prepare and submit the Phase Update to the Financing Plan for Phase 1 for City approval. [§3.1(b)]</p>	At least sixty (60) days prior to the earlier of (i) transfer of the Sub-Phase to an unaffiliated buyer or (ii) issuance of the first building permit for the Sub-Phase.
<p>23.Approval – Sub-Phase Update to Financing Plan. The City shall approve or disapprove the Phase Update to the Financing Plan for Phase 1. [§3.2]</p>	Within 30 days of submission
<p>24. Apply – Additional Approvals – Vertical. Developer shall apply for first Additional</p>	October 18, 2016

ACTION	DATE
Approvals- Vertical for the first Sub-Phase of the Phase 1 Vertical Improvements. [§6.3(a)]	
25. Receipt –Additional Approvals- Vertical. Developer shall obtain the Additional Approvals – Vertical necessary for the completion of the all of Phase 1 Vertical Improvements and provide the City of evidence of such approvals [§6.3(b)]	April 20, 2019
26. Submission – Vertical Improvement Construction Contract. The Developer shall submit the Vertical Improvement Construction Contract for the Phase 1 Vertical Improvements or Sub-Phase thereof for City approval. [§6.4]	At least 45 days prior to the commencement of construction of any Sub-Phase
27. Approval – Vertical Improvement Construction Contract. The City shall approve or disapprove the construction contract for the Vertical Improvements or Sub-Phase of Vertical Improvements of Phase 1 of the Project. [§6.4]	Within 15 business days of Submission.
28. Submission – Vertical Improvement Completion Assurances. The Developer shall submit the Vertical Improvement Completion Assurances for the Vertical Improvements or Sub-Phase of Phase 1 for City Approval [§6.5]	At least 45 days prior to the commencement of construction of any Sub-Phase
29. Approval – Vertical Improvement Completion Assurances. The City shall approve or disapprove the Vertical Improvement Completion Assurances. [§6.5]	Within 15 business days of submission
30. Commencement of Construction (Vertical). The Developer shall commence construction of the vertical component of Phase 1 of the Project. [§6.1]	May 31, 2018
31. Completion of Construction (Vertical). The Developer shall complete construction of the vertical component of Phase 1 of the Project. [§6.1]	37 months from Commencement of Construction (Vertical)
32. Issuance of Estoppel Certificate of Completion (Horizontal and Vertical). The City shall issue an Estoppel Certificate of Completion for Phase 1 of the Project. [§10.7]	90 days from certificates of occupancy for any Sub-Phase
PHASE 2	
33. Submission – Phase Update to Financing Plan. The Developer shall prepare and submit the Phase Update to the Financing Plan for Phase 2 for City approval. [§3.1(a)]	At least 90 days prior to the Phase 2 Outside Phase Closing Date [July 3, 2018]

ACTION	DATE
<p>34. Approval – Phase Update -Financing Plan. The City shall approve or disapprove the Phase Update to the Financing Plan for Phase 2. [§3.2]</p>	<p>Within 30 days of submission</p>
<p>35. Navy Conveyance –The City shall facilitate conveyance of all of Phase 2 property from the Navy to the City.[§8.15]</p>	<p>complete</p>
<p>36. State Lands Exchange. The City shall facilitate closing of the exchange of Tidelands property within the Phase 2 property. [§10.4]</p>	<p>complete</p>
<p>37. Application – Supplemental Approvals. The Developer shall apply for the first Supplemental Approvals necessary to construct the Backbone Infrastructure for Phase 2 of the Project. [§5.4(a)]</p>	<p>November 28, 2017</p>
<p>38. Receipt – Supplemental Approvals. The Developer shall obtain all of the Supplemental Approvals necessary to construct the Backbone Infrastructure for Phase 2 of the Project, and shall provide evidence of the same to the City [§5.4(c)]</p>	<p>September 3, 2018</p>
<p>39. Application – Additional Approvals - Horizontal. The Developer shall submit evidence to the City that it has submitted an application for a main line extension including a fully executed water services agreement with East Bay Municipal Utility District and payment of any fees required by such agreement. [§5.4(b)]</p>	<p>April 17, 2018</p>
<p>40. Receipt – Additional Approvals- Horizontal. The Developer shall obtain the Additional Approvals -Horizontal for Phase 2 of the Project and shall provide the city with evidence of the same [§5.4(c)]</p>	<p>September 2, 2019</p>
<p>41. Submission – Phase Construction Contract (Horizontal). The Developer shall submit the Construction Contract for the Backbone Infrastructure of Phase 2 of the Project for City approval. [§5.5]</p>	<p>At least 45 days prior to the Phase 2 Outside Phase Closing Date [August 17, 2018]</p>

ACTION	DATE
42. Approval – Phase Construction Contract (Horizontal). The City shall approve or disapprove the construction contract for the horizontal component of Phase 2 of the Project. [§5.5]	15 business days from Submission – Phase Construction Contract (Horizontal)
43. Submission – Public Improvement Agreement and Completion Assurances To City. The Developer and the City shall have entered into a Public Improvement Agreement for the Backbone Infrastructure for Phase 2 of the Project and Developer shall have provided the Completion Assurance required by the Public Improvement Agreement . [§5.6]	At least thirty (30) days prior to the Phase 2 Outside Phase Closing Date [September 1, 2018]
44. Submission – Evidence of Funds Availability. The Developer shall submit the specified evidence of funds availability for Phase 2. [§4.3(a)(7)]	At least thirty (30) days prior to the Phase 2 Outside Phase Closing Date [September 1, 2018]
45. Submission – Evidence of Insurance. The Developer shall provide evidence of compliance with insurance requirements for Phase 2. [Art. 16]	At least thirty (30) days prior to the Phase 2 Outside Phase Closing Date [September 1, 2018]
46. Closing. The parties shall complete the Closing for Phase 2. [§5.3]	October 1, 2018
47. Commencement of Construction Phase 1 Infrastructure). The Developer shall commence construction of the Infrastructure of Phase 2 of the Project. [§5.1]	Within thirty (30) days of the Phase 2 Closing
48. Completion of Construction (Horizontal). The Developer shall complete construction of Phase 2 Infrastructure Phase of the Project. [§5.1]	Within 30 months of Commencement of Phase 2 Infrastructure Phase
49. Submission – Sub-Phase Update to Financing Plan. The Developer shall prepare and submit the Phase Update to the Financing Plan for Phase 2 for City approval. [§3.1(b)]	At least sixty (60) days prior to the earlier of (i) transfer of the Sub-Phase to an unaffiliated buyer or (ii) issuance of the first building permit for the Sub-Phase.
50. Approval – Sub-Phase Update to Financing Plan. The City shall approve or disapprove the Sub-Phase Update to the Financing Plan for Phase 2. [§3.2]	Within 30 days of submission

ACTION	DATE
51. Apply – Additional Approvals – Vertical. Developer shall apply for first Additional Approvals- Vertical for the first Sub-Phase of Phase 2 Vertical Improvements. [§6.3(a)]	August 8, 2018
52. Receipt –Additional Approvals- Vertical. Developer shall obtain the Additional Approvals – Vertical for the construction of the Phase 2 Vertical Improvements thereof and provide the City of evidence of such approvals [§6.3(b)]	June 9, 2020
53. Submission – Vertical Improvement Construction Contract. The Developer shall submit the Vertical Improvement Construction Contract for the Phase 2 Vertical Improvements or Sub-Phase thereof for City approval. [§6.4]	At least 45 days prior to the commencement of construction of any Sub-Phase
54. Approval – Vertical Improvement Construction Contract. The City shall approve or disapprove the construction contract for the Vertical Improvements or Sub-Phase of Vertical Improvements of Phase 2 of the Project. [§6.4]	Within 15 business days of Submission.
55. Submission – Vertical Improvement Completion Assurances. The Developer shall submit the Vertical Improvement Completion Assurances for the Vertical Improvements or Sub-Phase of Phase 2 for City Approval [§6.5]	At least 45 days prior to the commencement of construction of any Sub-Phase
56. Approval – Vertical Improvement Completion Assurances. The City shall approve or disapprove the Vertical Improvement Completion Assurances. [§6.5]	Within 15 business days of submission
57. Commencement of Construction (Vertical). The Developer shall commence construction of the vertical component of Phase 2 of the Project. [§6.1]	July 9, 2019
58. Completion of Construction (Vertical). The Developer shall complete construction of the vertical component of Phase 2 of the Project. [§6.1]	37 months from Commencement of Construction (Vertical)
59. Issuance of Estoppel Certificate of Completion (Horizontal and Vertical). The City shall issue an Estoppel Certificate of Completion for Phase 2 of the Project. [§10.7]	90 days from certificates of occupancy for any Sub-Phase
PHASE 3	
60. Submission – Phase Update to Financing Plan. The Developer shall prepare and submit	At least 90 days prior to the Phase 3 Outside Phase Closing Date [December 29, 2023]

ACTION	DATE
the Phase Update to the Financing Plan for Phase 3 for City approval. [§3.1(a)]	
61. Approval – Phase Update -Financing Plan. The City shall approve or disapprove the Phase Update to the Financing Plan for Phase 3. [§3.2]	Within 30 days of submission
62. Navy Conveyance –The City shall facilitate conveyance of all of Phase 3 property from the Navy to the City.[§8.15]	September 28, 2023
63. State Lands Exchange. The City shall facilitate closing of the exchange of Tidelands property within the Phase 3 property. [§10.4]	November 24, 2023
64. Application – Supplemental Approvals. The Developer shall apply for the first Supplemental Approvals necessary to construct the Backbone Infrastructure for Phase 3 of the Project. [§5.4(a)]	May 25, 2023
65. Receipt – Supplemental Approvals. The Developer shall obtain all of the Supplemental Approvals necessary to construct the Backbone Infrastructure for Phase 3 of the Project, and shall provide evidence of the same to the City [§5.4(c)]	February 26, 2024
66. Application – Additional Approvals - Horizontal. The Developer shall submit evidence to the City that it has submitted an application for a main line extension including a fully executed water services agreement with East Bay Municipal Utility District and payment of any fees required by such agreement. [§5.4(b)]	October 12, 2023
67. Receipt – Additional Approvals- Horizontal. The Developer shall obtain the Additional Approvals -Horizontal for Phase 3 of the Project and shall provide the city with evidence of the same [§5.4(c)]	February 25, 2025
68. Submission – Phase Construction Contract (Horizontal). The Developer shall submit the Construction Contract for the	At least 45 days prior to the Phase 3 Outside Phase Closing Date [February 12, 2024]

ACTION	DATE
Backbone Infrastructure of Phase 2 of the Project for City approval. [§5.5]	
69. Approval – Phase Construction Contract (Horizontal). The City shall approve or disapprove the construction contract for the horizontal component of Phase 3 of the Project. [§5.5]	15 business days from Submission – Phase Construction Contract (Horizontal)
70. Submission – Public Improvement Agreement and Completion Assurances To City. The Developer and the City shall have entered into a Public Improvement Agreement for the Backbone Infrastructure for Phase 3 of the Project and Developer shall have provided the Completion Assurance required by the Public Improvement Agreement . [§5.6]	At least thirty (30) days prior to the Phase 3 Outside Phase Closing Date [February 28, 2024]
71. Submission – Evidence of Funds Availability. The Developer shall submit the specified evidence of funds availability for Phase 3. [§4.3(a)(7)]	At least thirty (30) days prior to the Phase 3 Outside Phase Closing Date [February 28, 2024]
72. Submission – Evidence of Insurance. The Developer shall provide evidence of compliance with insurance requirements for Phase 3. [Art. 16]	At least thirty (30) days prior to the Phase 3 Outside Phase Closing Date [February 28, 2024]
73. Closing. The parties shall complete the Closing for Phase 3. [§5.3]	March 29, 2024
74. Commencement of Construction Phase 1 Infrastructure). The Developer shall commence construction of the Infrastructure of Phase 3 of the Project. [§5.1]	Within thirty (30) days of the Phase 3 Closing
75. Completion of Construction (Horizontal). The Developer shall complete construction of Phase 3 Infrastructure Phase of the Project. [§5.1]	Within 30 months of Commencement of Phase 3 Infrastructure Phase
76. Submission – Sub-Phase Update to Financing Plan. The Developer shall prepare and submit the Phase Update to the Financing Plan for Phase 3 for City approval. [§3.1(b)]	At least sixty (60) days prior to the earlier of (i) transfer of the Sub-Phase to an unaffiliated buyer or (ii) issuance of the first building permit for the Sub-Phase.
77. Approval – Sub-Phase Update to Financing Plan. The City shall approve or	Within 30 days of submission

ACTION	DATE
disapprove the Sub-Phase Update to the Financing Plan for Phase 3. [§3.2]	
78. Apply – Additional Approvals – Vertical. Developer shall apply for first Additional Approvals- Vertical for the first Sub-Phase of Phase 3 Vertical Improvements. [§6.3(a)]	February 2, 2024
79. Receipt –Additional Approvals- Vertical. Developer shall obtain the Additional Approvals – Vertical for the construction of Phase 3 Vertical Improvements and provide the City of evidence of such approvals [§6.3(b)]	December 4, 2025
80. Submission – Vertical Improvement Construction Contract. The Developer shall submit the Vertical Improvement Construction Contract for the Phase 3 Vertical Improvements or Sub-Phase thereof for City approval. [§6.4]	At least 45 days prior to the commencement of construction of any Sub-Phase
81. Approval – Vertical Improvement Construction Contract. The City shall approve or disapprove the construction contract for the Vertical Improvements or Sub-Phase of Vertical Improvements of Phase 3 of the Project. [§6.4]	Within 15 business days of Submission.
82. Submission – Vertical Improvement Completion Assurances. The Developer shall submit the Vertical Improvement Completion Assurances for the Vertical Improvements or Sub-Phase of Phase 3 for City Approval [§6.5]	At least 45 days prior to the commencement of construction of any Sub-Phase
83. Approval – Vertical Improvement Completion Assurances. The City shall approve or disapprove the Vertical Improvement Completion Assurances. [§6.5]	Within 15 business days of submission
84. Commencement of Construction (Vertical). The Developer shall commence construction of the vertical component of Phase 3 of the Project. [§6.1]	January 4, 2025
85. Completion of Construction (Vertical). The Developer shall complete construction of the vertical component of Phase 3 of the Project. [§6.1]	37 months from Commencement of Construction (Vertical)
86. Issuance of Estoppel Certificate of Completion (Horizontal and Vertical). The City shall issue an Estoppel Certificate of Completion for Phase 23of the Project. [§10.7]	90 days from certificates of occupancy for a Sub-Phase

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Exhibit G
Infrastructure Package

[See attached]

ALAMEDA POINT SITE A INFRASTRUCTURE PACKAGE

EXHIBIT 1: SITE A – DEMOLITION BY PHASE

EXHIBIT 2: CONCEPTUAL GRADING, SEA LEVEL RISE & SHORELINE PROTECTION
STRATEGY

EXHIBIT 3: ALAMEDA POINT – BACKBONE ROADWAY INFRASTRUCTURE PHASING

EXHIBIT 4: SITE A – PHASING

EXHIBIT 5: ALAMEDA POINT – UTILITY PHASING (GAS)

EXHIBIT 6: ALAMEDA POINT – UTILITY PHASING (ELECTRICAL DISTRIBUTION)

EXHIBIT 7: ALAMEDA POINT – UTILITY PHASING (WATER)

EXHIBIT 8: ALAMEDA POINT – UTILITY PHASING (RECYCLED WATER)

EXHIBIT 9: ALAMEDA POINT – UTILITY PHASING (STORM DRAIN)

EXHIBIT 10: ALAMEDA POINT – UTILITY PHASING (SANITARY SEWER)

EXHIBIT 11: ALAMEDA POINT – UTILITY PHASING (TEL/DATA)

EXHIBIT 12: SITE A – PARK & OPEN SPACE PHASING

Proposed infrastructure improvements would be consistent with the MIP¹ for the development of Site A. The proposed infrastructure improvements are generally described below. In addition, see the attached illustrative figures that depict the proposed infrastructure improvements. The descriptions and figures are preliminary and subject to change through the Tentative Map process and once detailed designs are completed.

In addition to the proposed improvements described below, the necessary improvements would be installed to maintain access and utility service to the existing tenants and areas within Alameda Point until the development of Site A is complete consistent with the MIP.

Streetscape, Circulation, and Parking

Site A would be developed with a “complete streets” transportation network that would support a variety of modes of transportation, and would provide pedestrian, bicycle, and transit facilities. New roadways would be constructed, and existing roadways would be re-aligned, resulting in a grid street network on the site. West Atlantic Avenue would be realigned from west of Main Street. West Atlantic would serve as a gateway to Site A. The project frontage along Main Street would be landscaped, and the portion of the Bay Trail along Main Street from West Atlantic to West Tower Avenue would be constructed. Intersection improvements would be made at West Atlantic and Main Street to improve signalization, and vehicular, pedestrian, and bicycle circulation.

The street system would include regional arterials, such as Main Street and West Atlantic; collector streets, such as Pan Am Way; and a network of local streets with connecting alleys. Sidewalks would be constructed along streets, with widths varying between 6 and 15 feet, based on street right-of-way sections. In addition, bicycle facilities—including separated bicycle paths, shared pedestrian and bicycle paths, and bicycle lanes with painted buffer strips—would be constructed throughout the site. A dedicated bus rapid transit lane would be constructed along a portion of the West Atlantic extension.

Transportation Demand Management Measures

Site A would implement capital facilities in support of the Site A Transportation Demand Management (TDM) Strategy consistent with the Alameda Point TDM Plan. These capital facilities will include construction of surface parking lots within Site A consistent with the Development Plan, installation of parking meters within Site A, a bike share station and loaner bikes, among other facilities necessary to implement the TDM Compliance Strategy.

Utilities and Site Improvements

The MIP describes the planned backbone infrastructure, anticipated to consist of new infrastructure installed to support the uses in Site A. The backbone infrastructure is the major framework of streets and utilities, generally based on the existing street grid within Site A.

The MIP outlines potential corrective geotechnical and flood protection improvement measures. In addition, the proposed utility systems described in the MIP include stormwater, wastewater, potable water, recycled water, electrical, natural gas, and telecommunication systems. Each of these systems is anticipated to connect to existing reliable public facilities at the perimeter of Site A. The proposed electrical system would connect to the existing Cartwright Substation, which is in Site A near the intersection of West Atlantic Avenue and Main Street.

¹ Carlson, Barbee, Gibson, Inc., 2014. Master Infrastructure Plan, Alameda Point, Alameda, California. March 31.

Flood Protection, Sea-Level Rise Strategy, Soil Improvements, and Site Grading. Consistent with the EIR and MIP evaluated therein, the proposed project would construct flooding and sea-level rise protection. Perimeter flood protection measures would be constructed for integration with the sea-level rise adaptive management strategy for Alameda Point. Along the northern and eastern perimeter of the Seaplane Lagoon, shoreline flood protection improvements would be installed to a minimum elevation of 7.6 feet (City Datum) along Site A, based on the MIP design criteria 100-year tide, plus 24-inch sea-level rise, plus 1-foot wind/wave run-up, plus 1-foot freeboard. The existing seawall along the northern perimeter of the Seaplane Lagoon would be retrofitted along Site A. Geotechnical corrective measures to address liquefaction potential and stabilize the building sites may include soil improvement techniques such as soil-cement mixed columns, drilled displacement columns, stiffened foundations, and/or piles. In addition, the site would be graded to achieve the minimum required elevations per the MIP. Portions of the site would be raised up to 3 feet above the existing ground level. Refer to Exhibit 2.

Natural Gas. A new natural-gas-distribution system would be installed throughout Site A, replacing the existing natural gas system in phases consistent with the development build-out. This system would connect to the existing 8-inch main near the intersection of West Atlantic Avenue and Main Street. The proposed gas facilities would be constructed in the backbone streets in a phased implementation. The new natural gas distribution system would be designed and constructed in accordance with Pacific Gas and Electric's regulations, standards, and specifications. Refer to Exhibit 5 for utility phasing.

Electricity. The existing overhead transmission lines in Site A would be replaced with a new underground electric distribution system from the Cartwright Substation, in phases consistent with the development build-out, refer to Exhibit 6. The proposed electric distribution system would consist of new underground conduits, vaults, boxes, and pads that can accommodate 15-kV-rated cables, transformers, switches, and other utility distribution equipment, including its supervisory control and data acquisition communication monitoring and controls. The electrical conduits and cables would be placed in a joint utility trench along the backbone streets. This trench would also accommodate the natural gas, telephone, cable television, possible ancillary fiber optic cable systems, and streetlight facilities. The new underground electric distribution system and joint utility trench would be designed and constructed in accordance with Alameda Municipal Power's regulations, standards, and specifications.

Potable Water Improvements. The existing water system would be replaced with a new potable water distribution system in phases consistent with the development build-out. The proposed distribution pipelines would connect to the existing East Bay Municipal Utility District (EBMUD) water facilities in Main Street. The proposed distribution system would range in size from 8 inches to potentially 16 inches in diameter. The proposed water distribution facilities would be installed in the backbone streets, providing potable and fire water to the proposed project refer to Exhibit 7 for project phasing.

Recycled Water. A network of recycled water pipelines is anticipated to be constructed in the proposed rights-of-way of major backbone streets, and would range in size from 6 to 12 inches to serve the open space and public landscaping. The recycled water facilities would be designed and constructed in accordance with EBMUD's regulations, standards, and specifications, should provisions for a permanent source be available. Should a permanent source not be available, the project will provide corridors for future installation by EBMUD or a recycled water purveyor. Recycled water lines will be phased in accordance with Exhibit 8.

Stormwater. A new stormwater collection system would be constructed, consisting of pipelines, manholes, inlets, pump stations, trash capture devices, and outfalls. The new stormwater system would be designed to convey the 25-year design storm with 6 inches of minimum freeboard. Additionally, the system would accommodate the 100-year storm, with a maximum ponding in the streets of up to the top of curb at low points in the street profiles. A new stormwater outfall would replace an existing outfall toward the

northeastern edge of the Seaplane Lagoon. This new outfall would convey stormwater runoff from Site A into the Bay, and would include tide valves to prevent tidal influences in the system as well as a trash capture device to prevent the discharge of trash to the Bay. Due to high groundwater table, and the limited potential for collecting and reusing stormwater, the proposed project would implement low-impact development principles for the management and treatment of stormwater runoff. Although much of the system would be gravity-based, pumping may be necessary to convey treated flows to bioretention areas. The stormwater system will be phased in accordance with Exhibit 9.

Wastewater. The proposed project would replace the existing wastewater system with a new wastewater collection system that would be owned and operated by the City of Alameda. The proposed collection system would include gravity pipelines ranging in size from 8 inches to 24 inches in diameter, and lift/pump station(s) and force main pipelines. The proposed wastewater collection facilities would be installed in the backbone streets in Site A and extending to connect to EBMUD's existing Pump Station R at the Main Gate. Pump Station R conveys wastewater flows to the EBMUD treatment plant in Oakland. The sanitary sewer waste water system will be phased in accordance with Exhibit 10.

New Telecommunications Systems. New telecommunications systems, including telephone and cable television, would be installed. Additional empty conduits would be installed to accommodate the implementation of fiber optics by other service providers. These systems would connect to the existing systems east of Site A, near Main Street. The proposed telecommunication facilities would be constructed in the backbone streets in accordance to Exhibit 11.

Parks and Open Space

Site A would be developed with three distinct park-themed areas or districts; each district would have a unique character and programming intended to create accessible and walkable community open space, as described below. A portion of the Bay Trail would be constructed along the northeastern edge of the Seaplane Lagoon, along the southern edge of West Atlantic to Main Street, and along the Site A frontage on Main Street, generally from West Atlantic north to West Tower Avenue. The parks and open space would be constructed in accordance with Exhibit 12 and as further described below.

In addition to the public open spaces/parks described below, private open space would be developed for the residential uses.

The Waterfront Park District would include an approximately 7.23-acre park along the shoreline of the Seaplane Lagoon. Amenities would be designed for water-oriented activities and views, and would include pedestrian walks, bicycle paths, vista points, seat/rest areas, flexible plaza space for events, and access to the water.

The Urban Park District would include an approximately 3.05-acre adaptive reuse park, with spaces for retail uses such as cafés, markets, and seating; and would provide pedestrian walks, bicycle paths, and flexible open-space zones. The park would be designed to provide information about the former uses of the base, and salvaged post-industrial materials such as train tracks would be integrated into the design.

The Neighborhood Park District would provide an approximately 1.15-acre park along West Atlantic, the main entry road, which would retain the existing Corsair II aircraft display and existing Cypress tree along the southern edge of West Atlantic. In addition, an approximately 1.35-acre linear neighborhood park would be constructed along Coronado Avenue. Amenities would include areas for informal picnicking, seating, bicycle paths, and areas for active uses such as a crossfit station and a tot-lot area.

1.1 Phasing and Construction

Site A would be constructed in three phases, with demolition, grading and flood protection improvements preceding each phase, and utility and street infrastructure constructed prior to completion of vertical construction for each phase. Refer to Exhibit 1 for the conceptual demolition phasing, Exhibit 2 for conceptual grading, sea-level rise and shoreline protection strategy phasing, and Exhibit 3 for roadway phasing. Temporary improvements would be installed as needed to connect to adjacent facilities and roadways to provide access and utilities to the existing tenants within Alameda Point until future development occurs.

The proposed project infrastructure improvements would be phased to accommodate the scheduled build-out of the residential, retail, commercial, parks, and open space planned for each phase of development, refer to Exhibit 4. All below-grade utility and street surface improvements that are necessary to comply with the local, state, and federal requirements and applicable law would be completed to deliver a fully functional phase. The phasing of the infrastructure improvements may vary depending on final build-out mix and need. All local in-tract streets (streets within the parcels) necessary to provide access and utility connections would be constructed in the appropriate phase. Refer to Exhibits 5 through 11 for the specific utility Phasing. Each phase would also require interim connections and transitions from the permanent improvements to the existing utilities and roadway sections.

Phase 1

Phase 1 would generally involve the construction of buildings, parks, streets, and utilities between Main Street on the east and Pan Am Way on the west, and between Coronado Avenue on the north and West Atlantic on the south. In addition, existing buildings outside of Phase 1—such as Building 113 and Building 162—may be occupied with uses consistent with the Town Center Plan during any phase.

Installation of underground utilities and surface street improvements would occur at the intersection of Main Street and West Atlantic, and extend toward the western connection at Pan Am Way. Phase 1 street improvements would include construction of West Atlantic, Skylark Street, Corsair Street, and the eastern portion of Coronado Avenue between Main Street and Ardent Way, as well as Orion Street and Ardent Way from West Atlantic to slightly north of Coronado Avenue, and Pan Am Way in front of Parcel 11.

Phase 1 would include the installation of the proposed wastewater system extending to EBMUD's existing Pump Station R located near the Main Gate.

Phase 1 would also include flood protection improvements within and improvements to the waterfront park and shore edge along the Seaplane Lagoon, from the northeastern corner to approximately 500 lineal feet to the west. The approximately 3.05-acre urban park and the approximately 1.35-acre linear neighborhood park along Coronado Avenue would be constructed during this phase.

Interim improvements would be built with Phase 1 to conform to existing conditions, including intersection improvements and traffic signal modifications at the Main Street/West Atlantic intersection, a driveway to connect Coronado Avenue to Main Street, and a new sidewalk and landscaping to the existing back of curb along Main Street.

Phase 2

Phase 2 would involve the construction of buildings, parks, streets, and utilities generally north of Coronado Avenue, and generally from Main Street to Pan Am Way. Phase 2 would also include the extension of

Orion Street and Pan Am Way improvements north to West Tower Avenue, the extension of Ardent Way between Coronado Avenue and West Tower Avenue and the western portion of Coronado Avenue north of Blocks 10 and 11. Main Street frontage improvements, including landscaped parkways and Bay Trail improvements adjacent to the Phase 1 and Phase 2 areas described above, would be constructed during Phase 2. Flood protection and park improvements would be installed along the western edge of Site A on Parcel 19 just north of the Seaplane Lagoon.

Phase 3

Phase 3 would involve the construction of buildings, parks, streets, and utilities south of West Atlantic, between Main Street on the east and the Seaplane Lagoon on the west, as well as between Pan Am Way and Firebirds Street. Installation of underground utilities and street surface improvements would include the southern portions of Orion Street and Ardent Way, and Ferry Point Way from West Atlantic to the southern edge of Site A; Marilyn York Way from Pan Am Way to the west; and Firebirds Street. Main Street frontage improvements adjacent to the Phase 3 areas, would be constructed during Phase 3.

Phase 3 would also include construction of the flood protection improvements and waterfront park along the eastern edge of the Seaplane Lagoon, from West Atlantic to the south of Site A, covering approximately 275 lineal feet; as well as construction of the approximately 0.54-acre park on Parcel 12. In addition, the approximately 1.15-acre neighborhood park space along West Atlantic would be constructed during this phase.

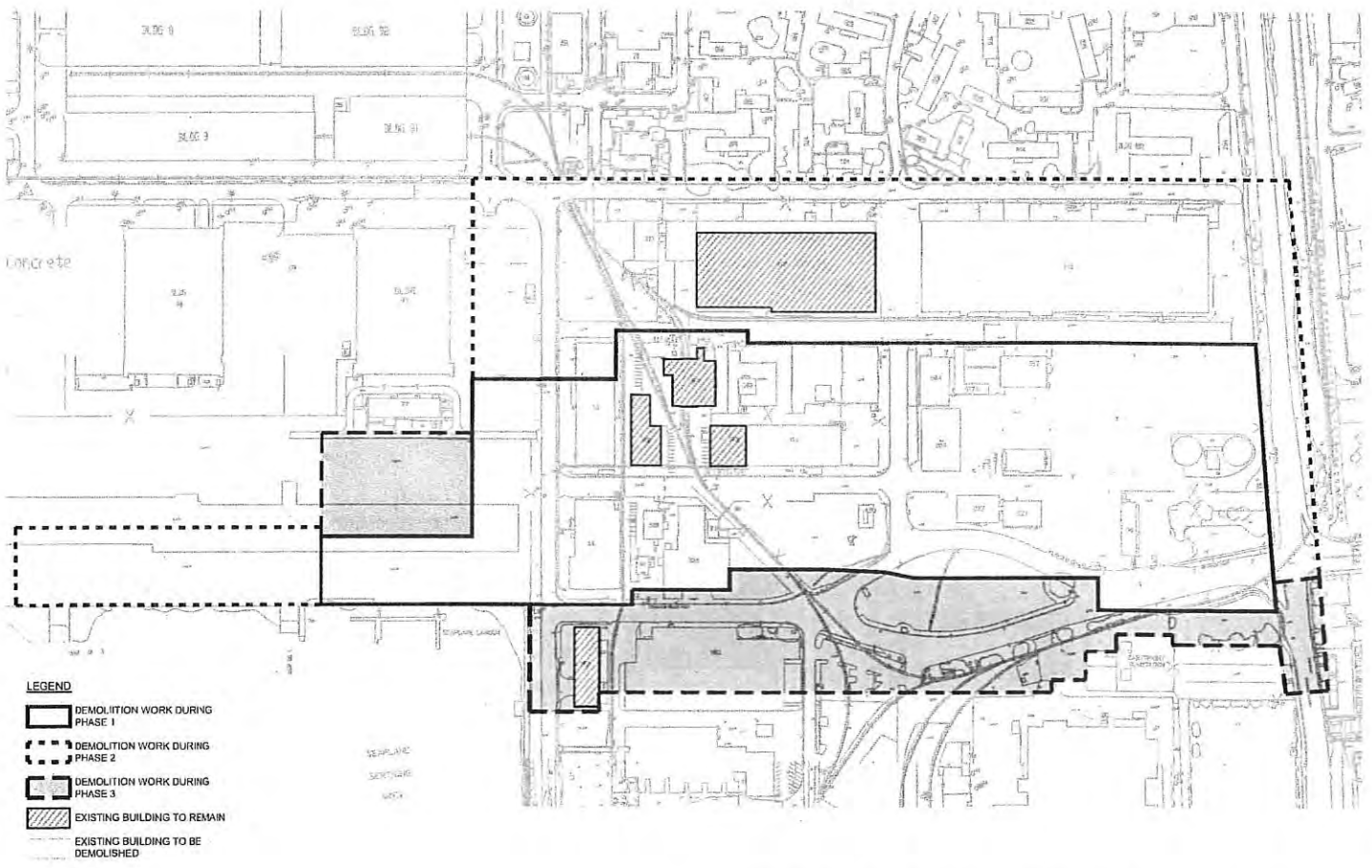


EXHIBIT 1
SITE A - DEMOLITION BY PHASE

5/2/2017

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NOT TO SCALE

GRADING/SETTLEMENT STRATEGY









POST-DEVELOPMENT GROUND SETTLEMENT AT ALAMEDA POINT COULD OCCUR DUE TO TWO UNRELATED PHENOMENA, CONSOLIDATION OF BAY MUD, AND LIQUEFACTION OF LOOSE GRANULAR DEPOSITS (PRIMARILY SANDY FILL PLACED TO RECLAIM LAND FROM THE BAY). CONSOLIDATION RELATED SETTLEMENT WILL DEPEND ON SEVERAL FACTORS BUT PRIMARILY THICKNESS OF BAY MUD THE NEW LOADS IMPOSED BY NEW FILL AND BUILDINGS. THE MAGNITUDE OF LIQUEFACTION INDUCED SUBSIDENCE WILL DEPEND ON THE RELATIVE DENSITY OF THE GRANULAR SOIL, THICKNESS OF THE LAYER, AND SEVERITY OF SHAKING, BOTH CONSOLIDATION AND LIQUEFACTION INDUCED SETTLEMENTS CAN BE MITIGATED BY DESIGNING FACILITIES TO TOLERATE THE SETTLEMENTS, IMPROVING THE GROUND BENEATH FACILITIES, AND THROUGH THE USE OF APPROPRIATE FOUNDATION TYPES. WE BELIEVE THE APPROACH OUTLINED BELOW IS CONSISTENT WITH STANDARD ENGINEERING PRACTICE ON SIMILAR SITES THROUGHOUT THE BAY AREA.

SELECTION OF GROUND IMPROVEMENT AND FOUNDATION TYPE WILL BE BASED ON PERFORMANCE CRITERIA ESTABLISHED FOR THE INDIVIDUAL STRUCTURES. THE COMBINATION OF GROUND IMPROVEMENT AND FOUNDATION IMPLEMENTED FOR BUILDINGS WILL BE BASED ON TOLERABLE TOTAL AND DIFFERENTIAL SETTLEMENT CRITERIA YET TO BE SPECIFIED. HOWEVER, BASED ON EXPERIENCE WITH THE ALAMEDA LANDING PROJECT, IT IS ANTICIPATED THAT SMALL FOOTPRINT, STANDALONE BUILDINGS (ON THE ORDER OF 50 BY 100 FEET IN PLAN) CAN TOLERATE DIFFERENTIAL SETTLEMENTS OF UP TO 2 INCHES. LARGE FOOTPRINT MULTI-FAMILY AND COMMERCIAL BUILDINGS COULD BE ABLE TO TOLERATE SETTLEMENTS ON THE ORDER OF 1-INCH OVER A DISTANCE OF 50 FEET WHILE STRUCTURES WHOSE USE IS SENSITIVE SETTLEMENT MIGHT BE RESTRICTED TO TOTAL SETTLEMENTS OF LESS THAN AN INCH AND DIFFERENTIAL SETTLEMENTS OF 1/2-INCH IN 50 FEET.

THE SETTLEMENT CRITERIA CAN BE MET BY A COMBINATION OF STIFF FOUNDATION ELEMENTS, GROUND IMPROVEMENT, LIGHT WEIGHT FILL, AND IN THE CASES OF HEAVILY LOADED OR SENSITIVE STRUCTURES, BY PILE FOUNDATIONS. THE TECHNIQUES EMPLOYED WILL BE SPECIFIC TO THE FACILITIES CONSTRUCTED.

PUBLIC AND PRIVATE INFRASTRUCTURE, INCLUDING ROADWAYS, UTILITIES, AND PARKS, WILL BE DESIGNED TO ACCOMMODATE UP TO 18-INCHES OF DIFFERENTIAL SETTLEMENT AS WILL BE FURTHER STUDIED IN THE PROJECT SPECIFIC GEOTECHNICAL REPORT.

LEGEND

-  SITE A NEW BUILDINGS WITH A MINIMUM 6" FREEBOARD ABOVE 24" SEA LEVEL RISE OVER 100-YEAR TIDE
-  APPROXIMATE EXISTING FLOOD ZONE A
-  INUNDATION ZONE BELOW 24" SEA LEVEL RISE
-  EXISTING BUILDING REUSE
-  EFF (5.1) EXISTING FINISH FLOOR ELEVATION
-  FF CONCEPT FINISH FLOOR ELEVATION
-  5.6 ROADWAY WITH A MINIMUM TOP OF CURB ELEVATION AT 5.6 PER MASTER INFRASTRUCTURE PLAN
-  (4.7) EXISTING ROADWAY ELEVATION

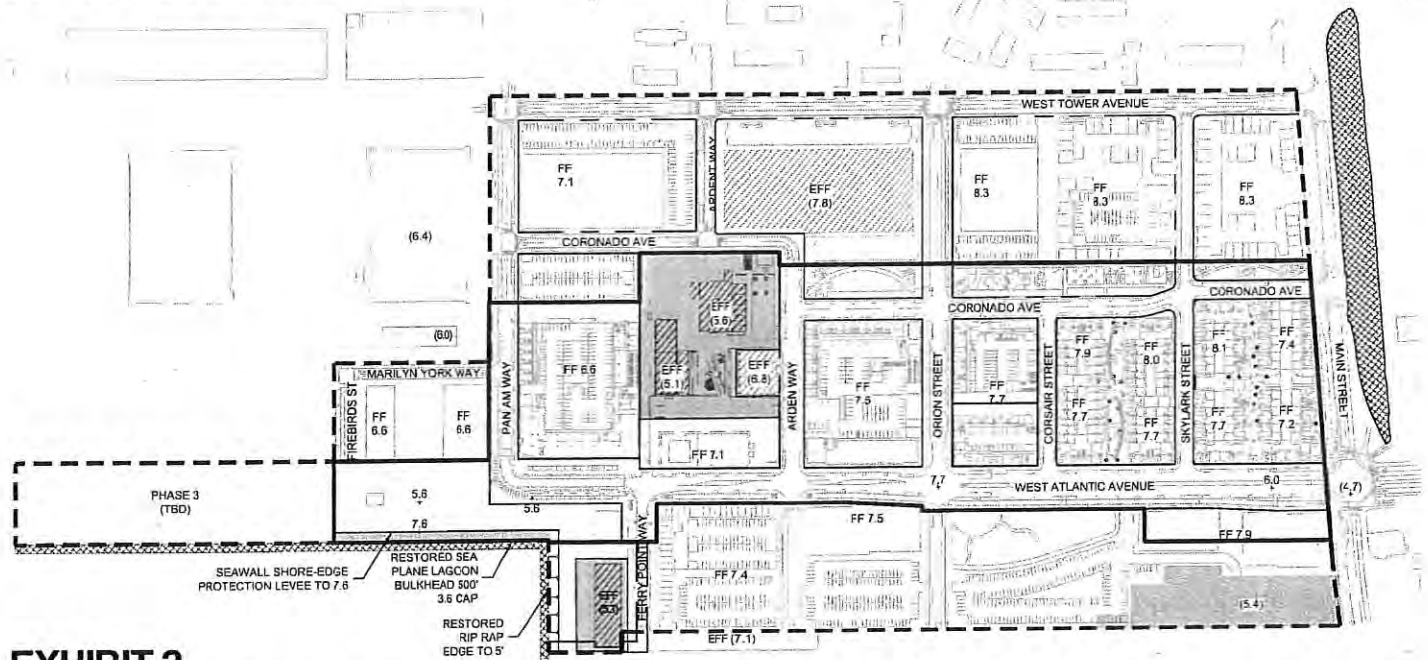


EXHIBIT 2
CONCEPTUAL GRADING, SEA LEVEL RISE & SHORELINE PROTECTION STRATEGY

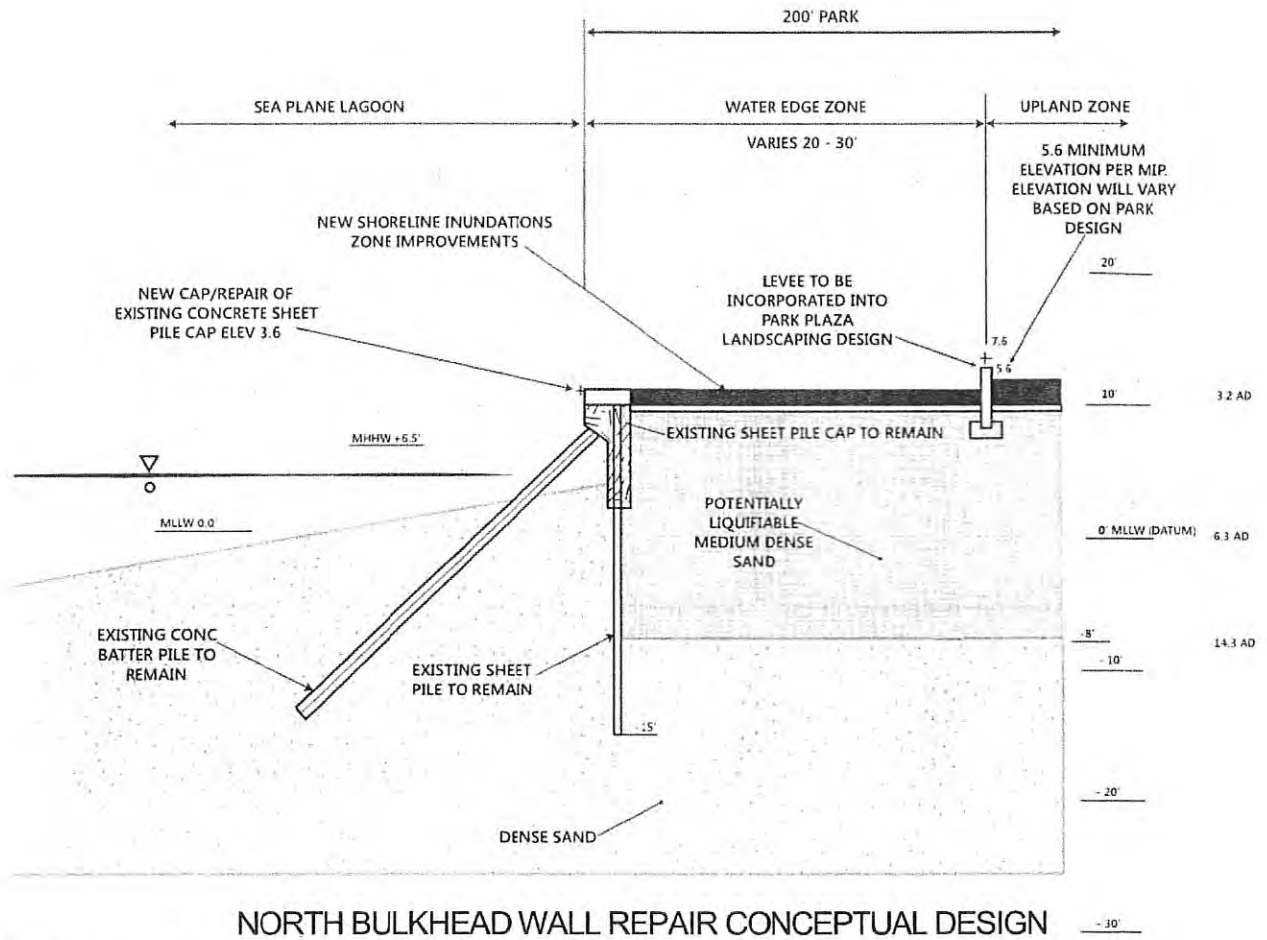


EXHIBIT 2
CONCEPTUAL GRADING, SEA LEVEL RISE & SHORELINE PROTECTION STRATEGY

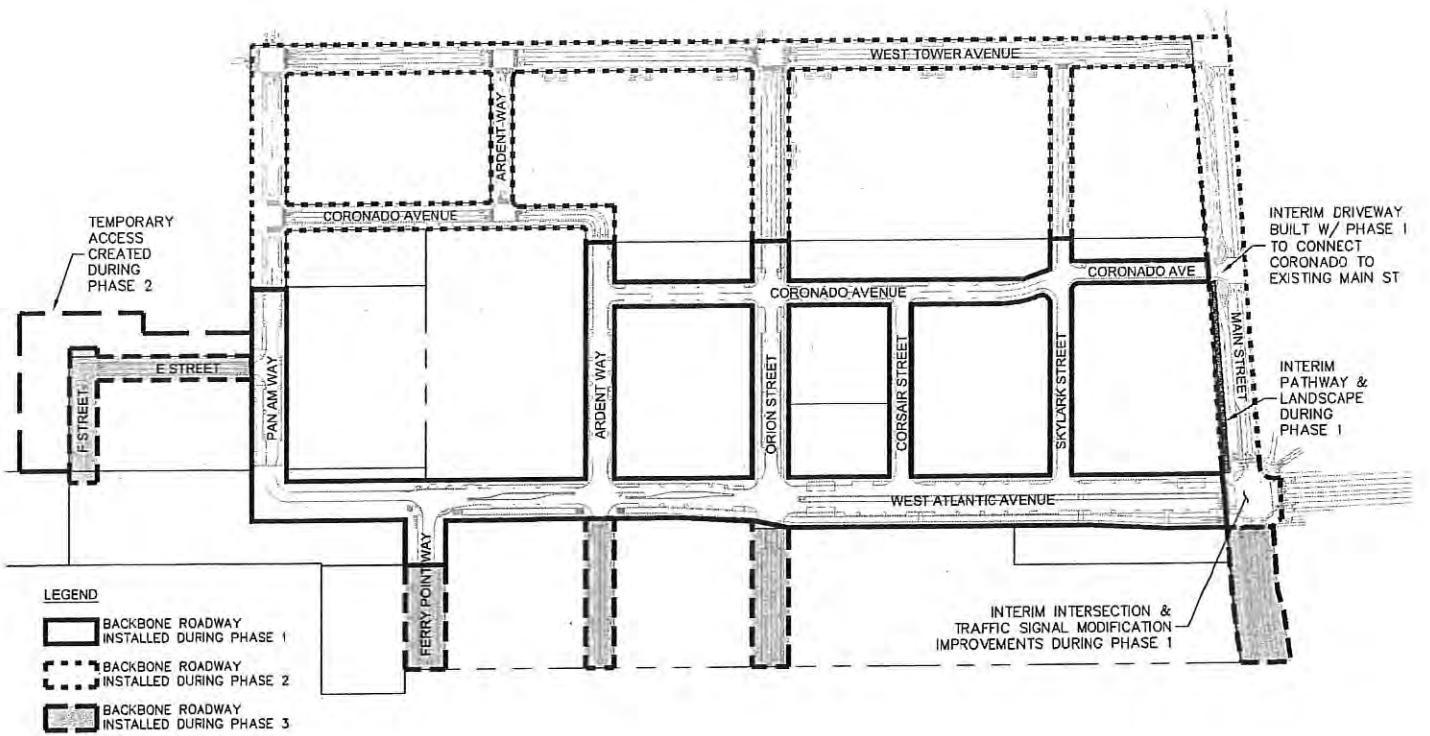





EXHIBIT 3 ALAMEDA POINT - BACKBONE ROADWAY INFRASTRUCTURE PHASING

05/02/2017

NOT TO SCALE

LEGEND

-  PHASE 1
-  PHASE 2
-  PHASE 3

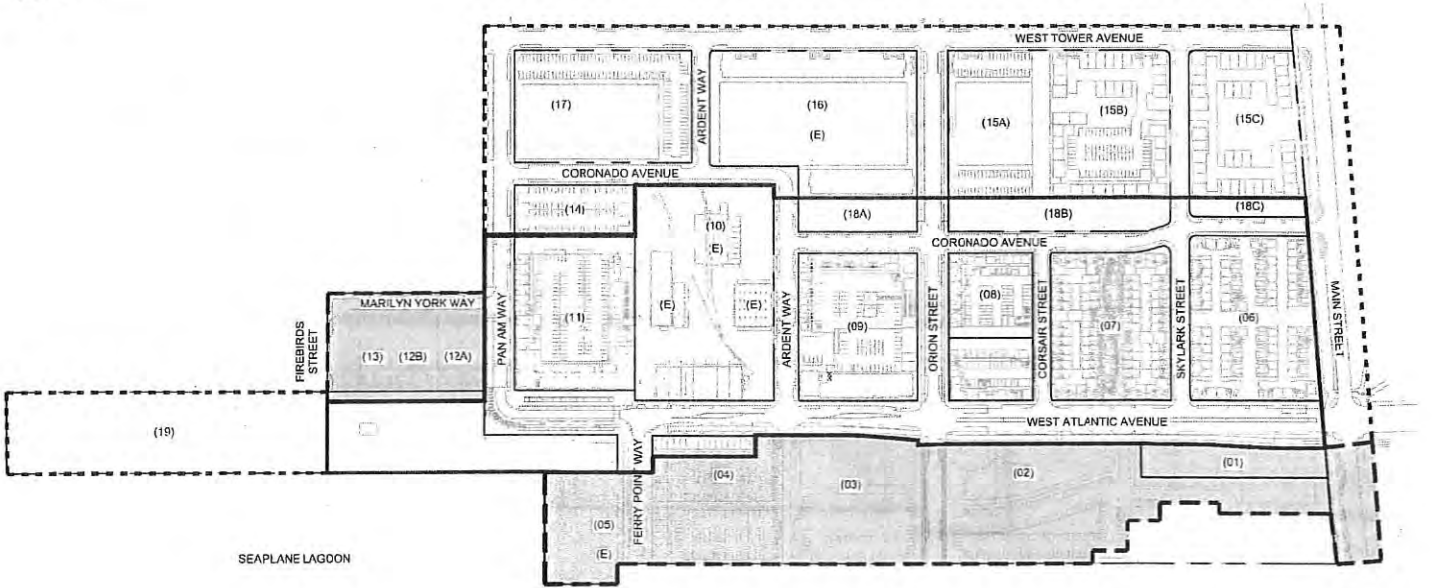
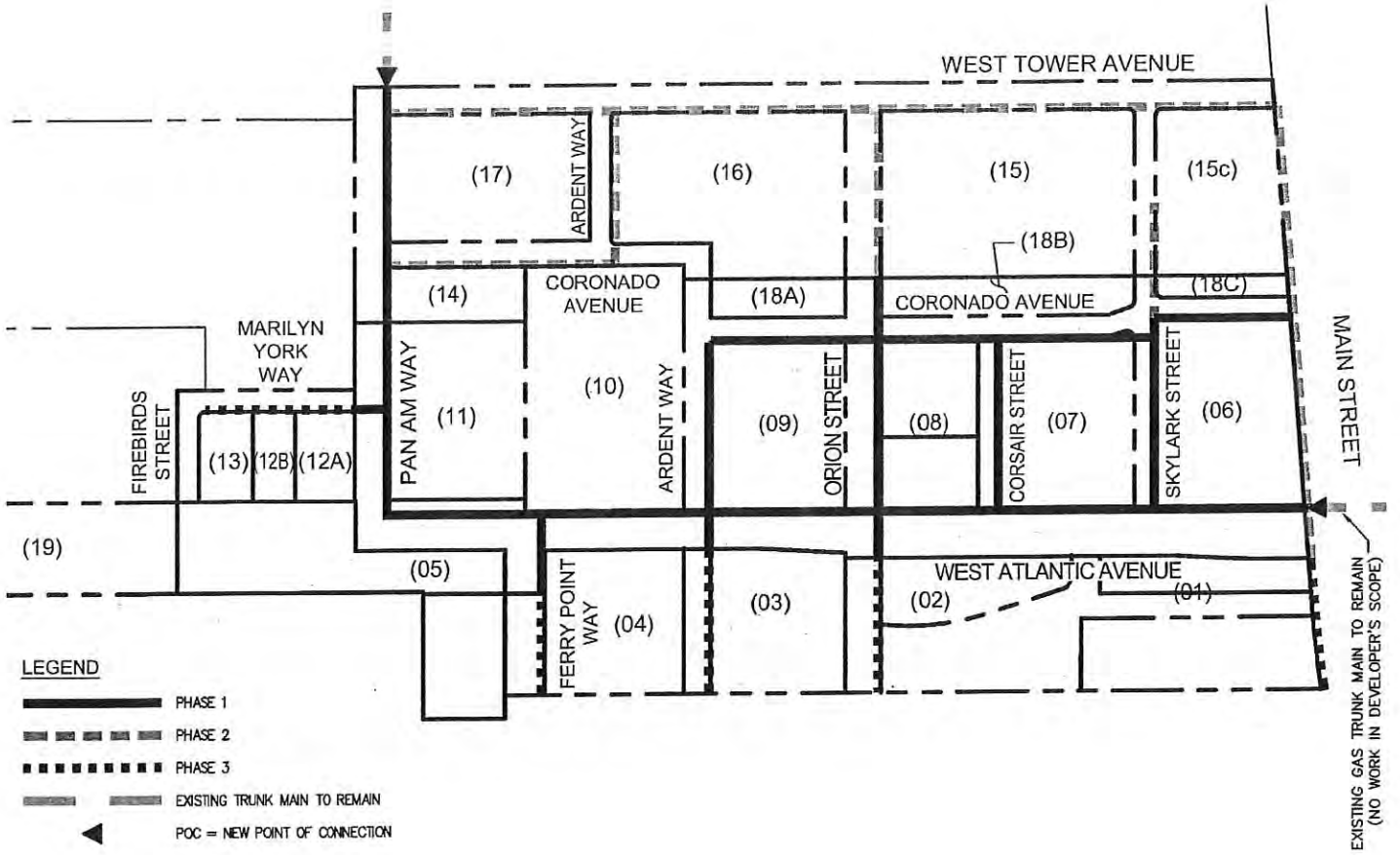


EXHIBIT 4

SITE A - PHASING

5/11/2017

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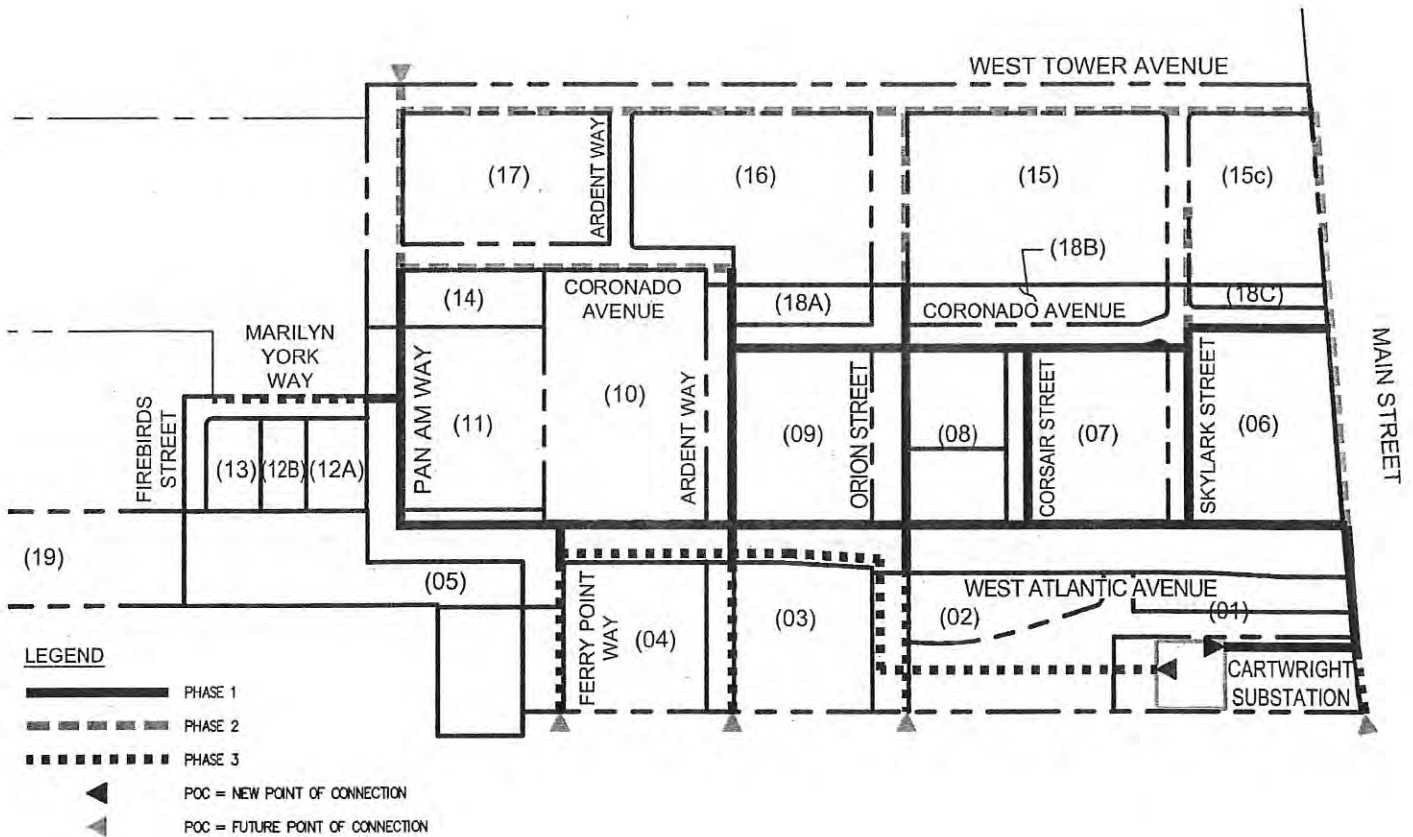


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EXHIBIT 5 ALAMEDA POINT - UTILITY PHASING (GAS)

5/1/2017

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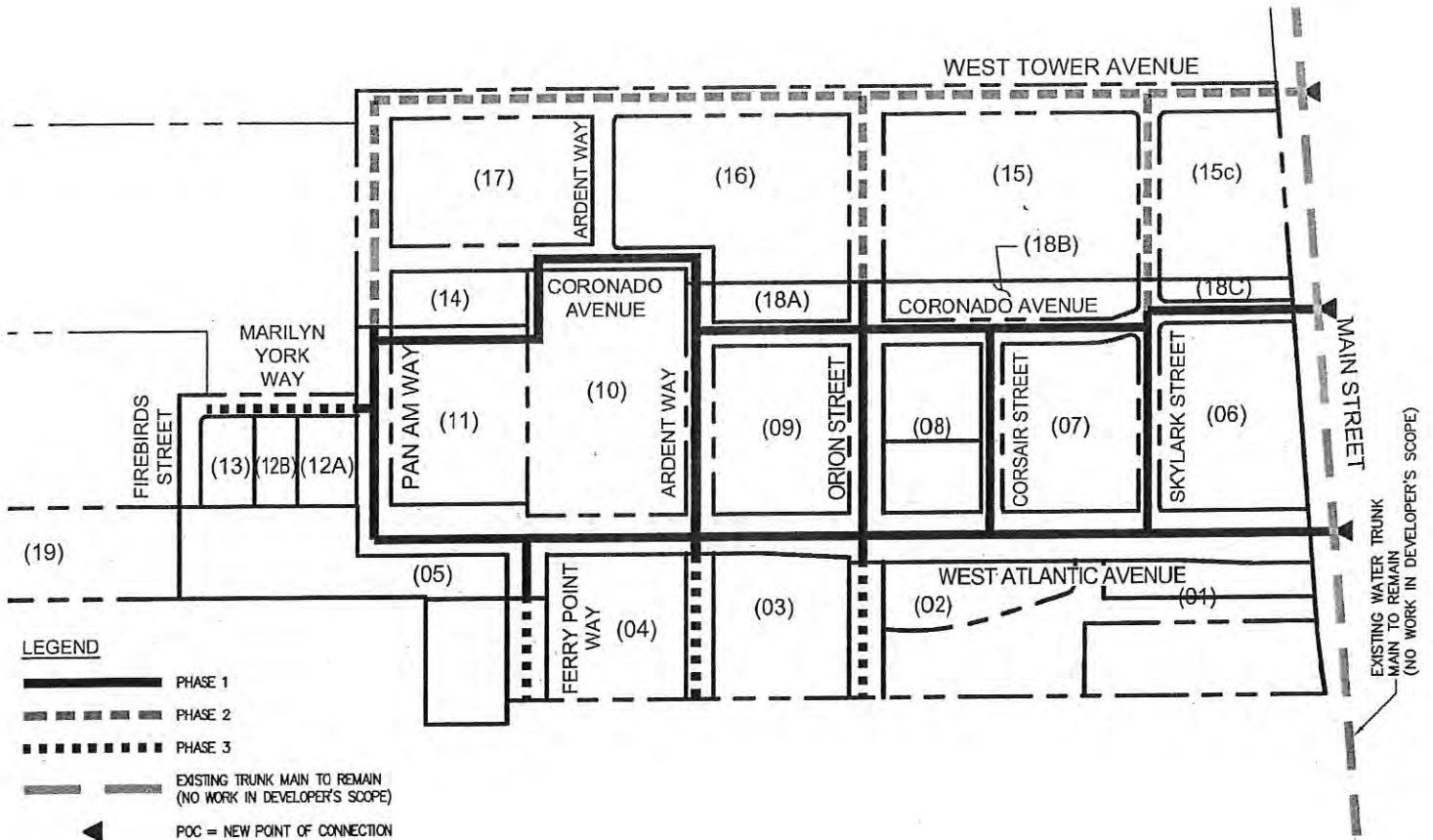


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EXHIBIT 6 ALAMEDA POINT - UTILITY PHASING (ELECTRICAL DISTRIBUTION)

5/1/2017

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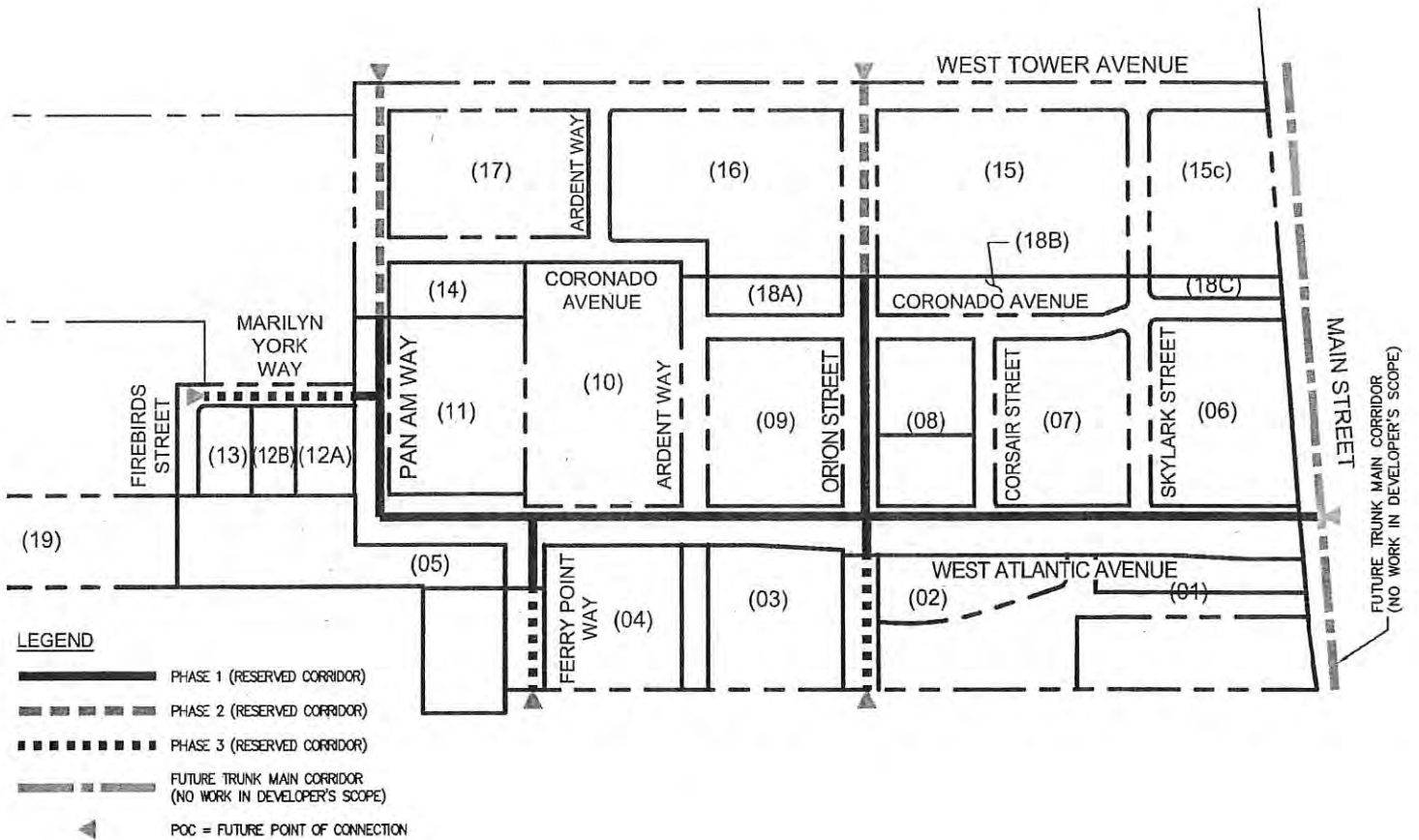


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EXHIBIT 7 ALAMEDA POINT - UTILITY PHASING (WATER)

5/1/2017

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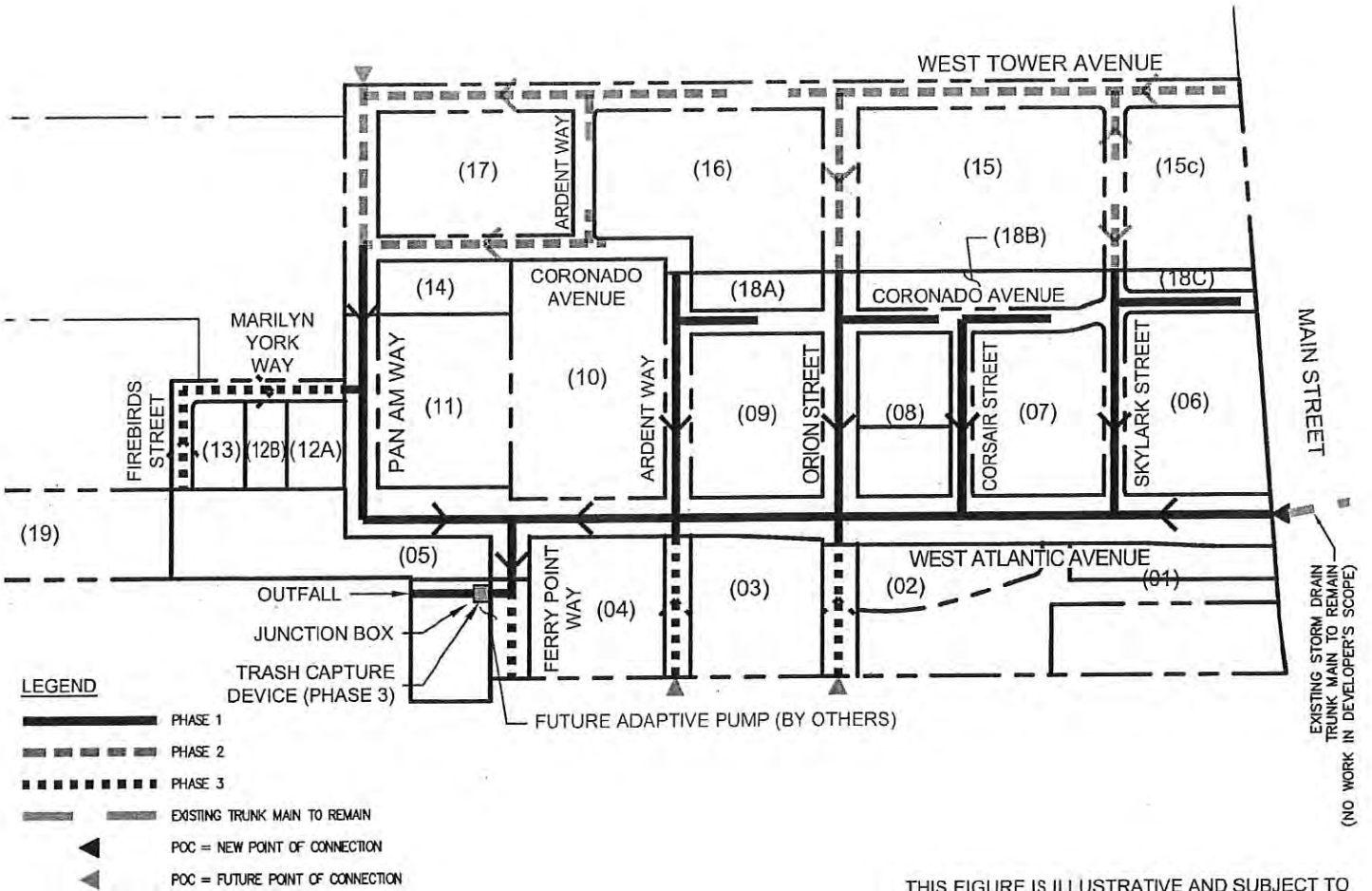


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EXHIBIT 8 ALAMEDA POINT - UTILITY PHASING (RECYCLED WATER)

5/1/2017

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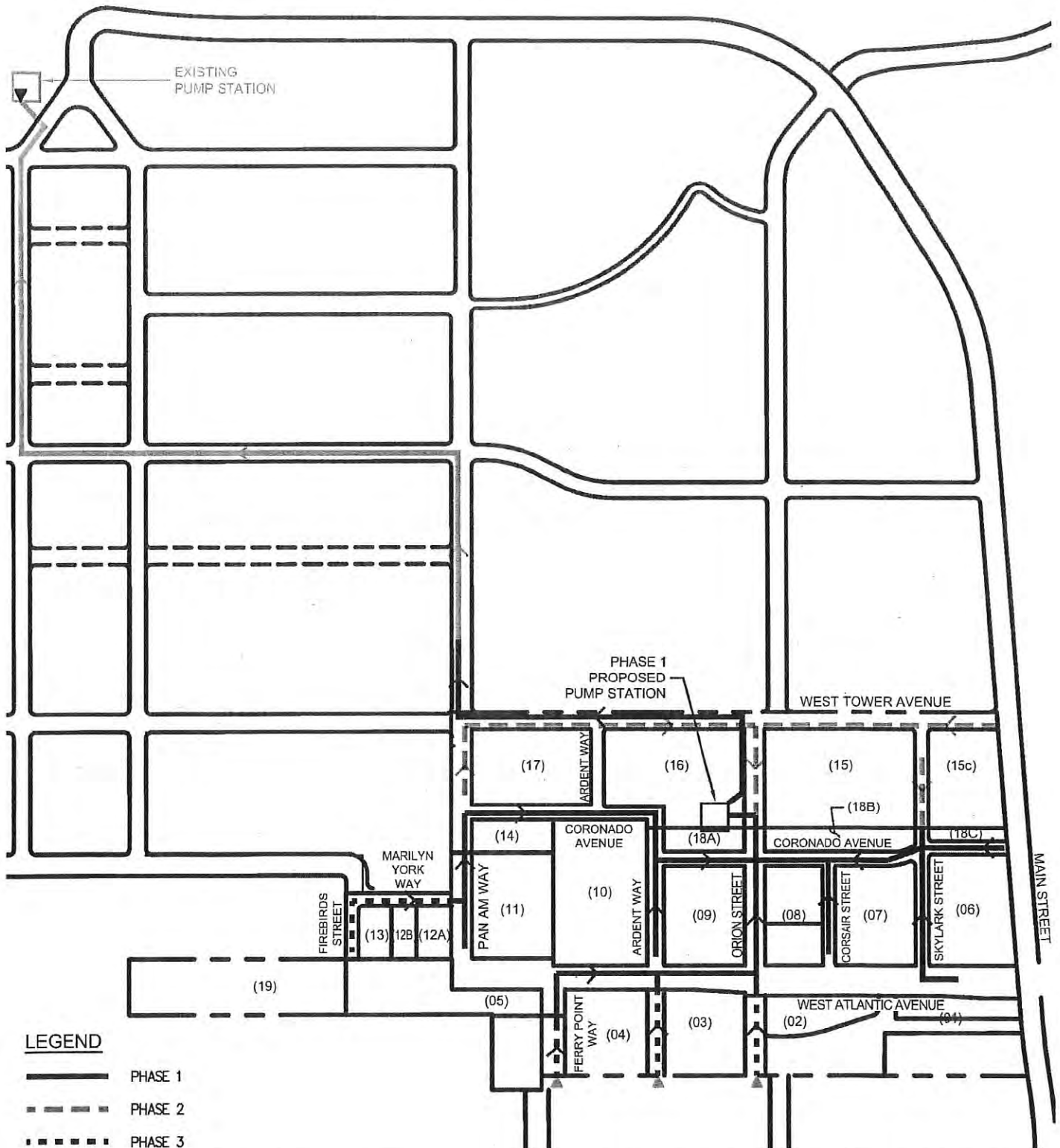


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EXHIBIT 9 ALAMEDA POINT - UTILITY PHASING (STORM DRAIN)

5/1/2017

NOT TO SCALE



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LEGEND

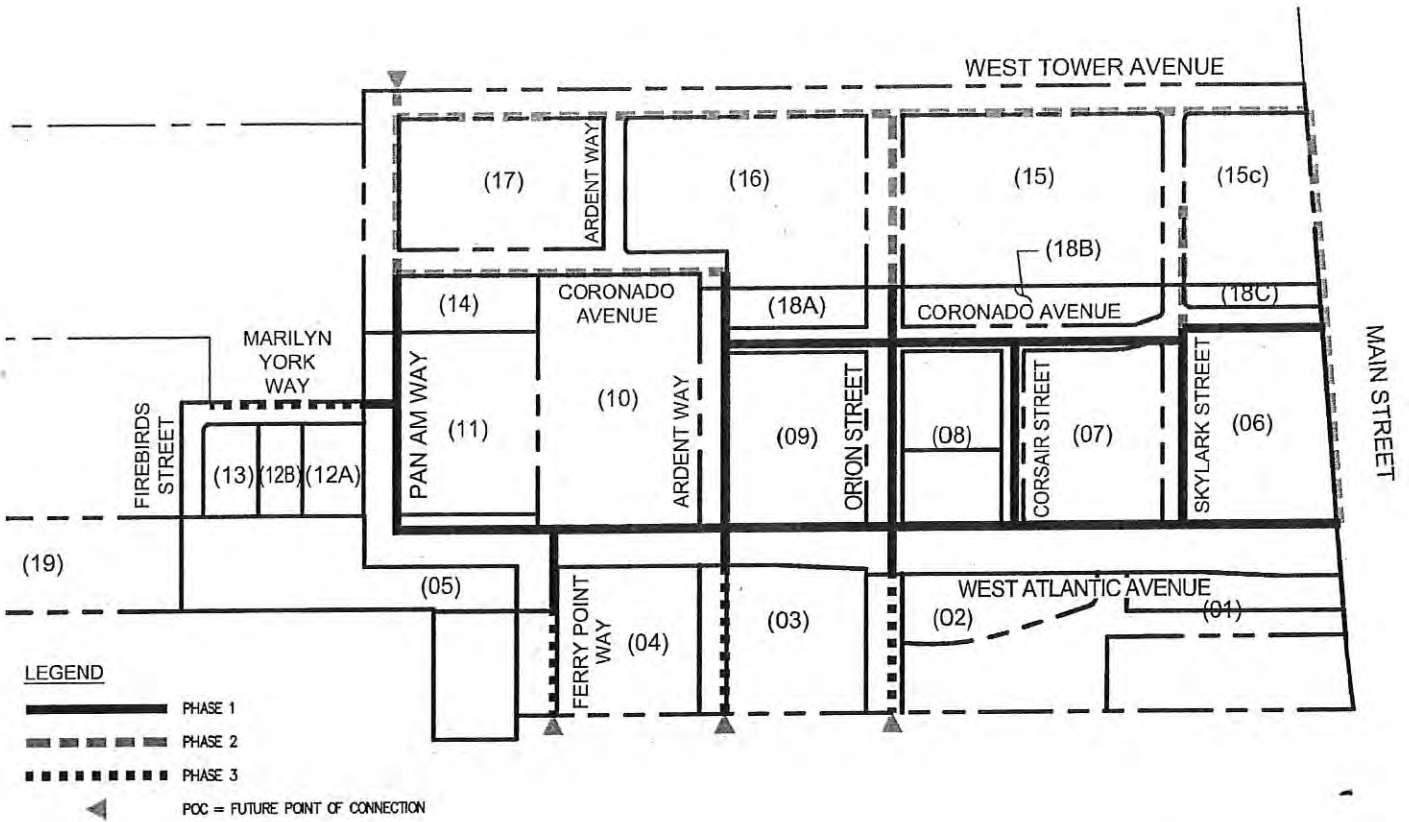
- PHASE 1
- - - PHASE 2
- · · PHASE 3
- OFF-SITE TRUNK MAIN INSTALLED DURING PHASE 1
- ◀ POC = NEW POINT OF CONNECTION
- ◀ POC = FUTURE POINT OF CONNECTION

EXHIBIT 10

ALAMEDA POINT - UTILITY PHASING (SANITARY SEWER)

5/1/2017

NOT TO SCALE






THIS FIGURE IS ILLUSTRATIVE AND SUBJECT TO CHANGE ONCE DETAILED DESIGNS ARE COMPLETE.

EXHIBIT 11
ALAMEDA POINT - UTILITY PHASING (TEL/DATA)

5/1/2017

NOT TO SCALE

LEGEND

-  PHASE 1
-  PHASE 2
-  PHASE 3

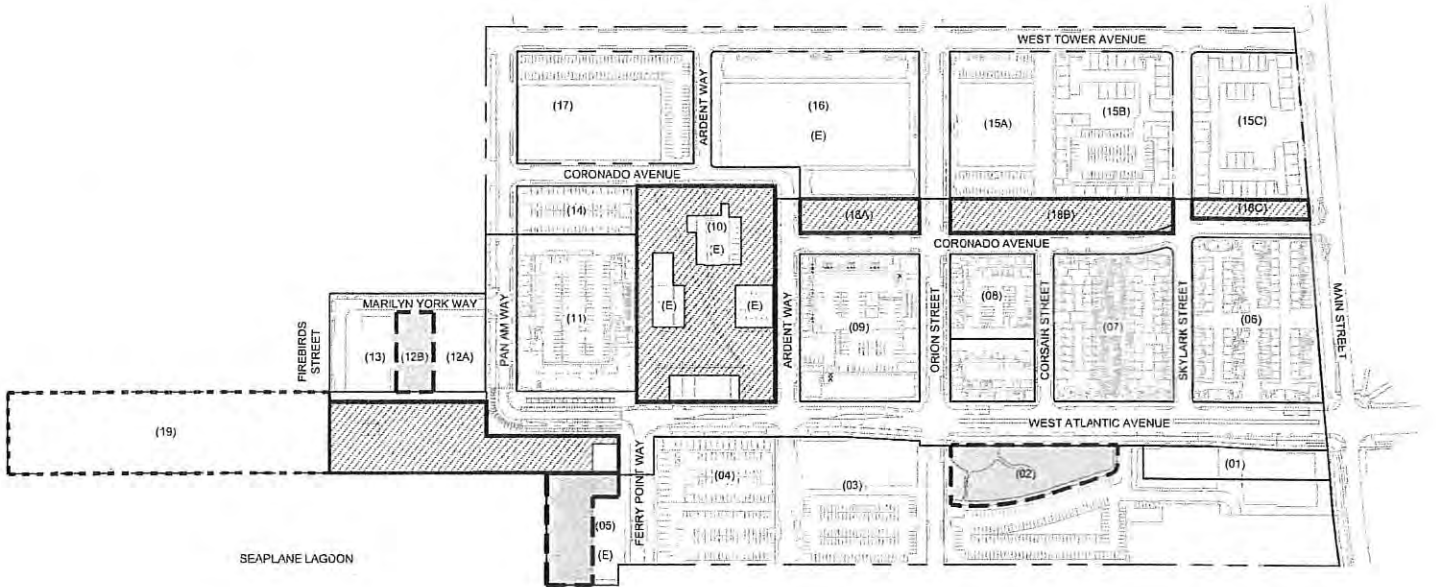


EXHIBIT 12

SITE A - PARK & OPEN SPACE PHASING

5/11/2017

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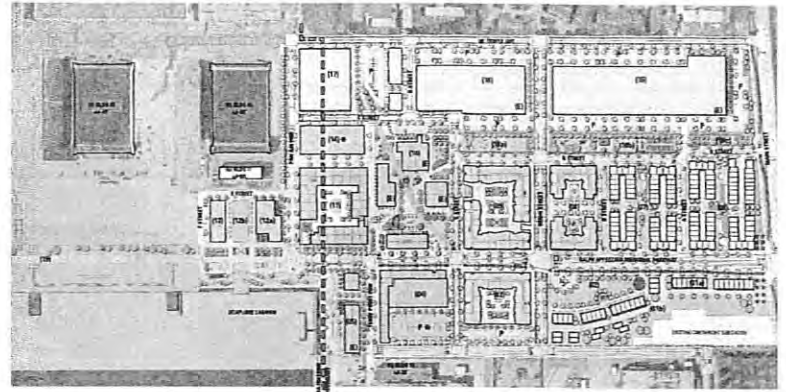
6.14.2017b

Exhibit H
Development Plan

[See attached]

Exhibit H
Development Plan

[See attached]



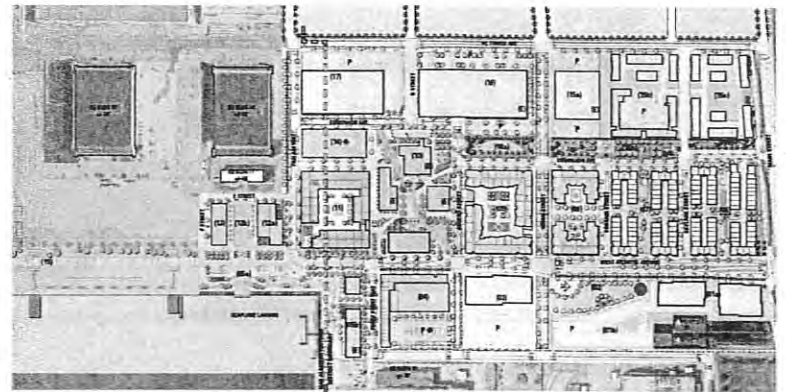
2015

LEGEND

(E) EXISTING BUILDING		COMMERCIAL (OFFICE/MANUFACTURING)
(##) BLOCK NUMBER		RESIDENTIAL OVER GROUND FLOOR RETAIL & PARKING
P SURFACE PARKING		RESIDENTIAL OVER ADAPTABLE GROUND FLOOR & PARKING
* POTENTIAL PARKING GARAGE		RESIDENTIAL WALK-UP FLATS
PUBLIC PARKING		RESIDENTIAL TOWNHOME
OPEN SPACE - COLORS VARY		RETAIL (SHOPS & RESTAURANTS)

*THIS SITE PLAN & BUILDING CONFIGURATIONS ARE ILLUSTRATIVE ONLY. ALL IMPROVEMENTS SUBJECT TO DESIGN REVIEW APPROVAL.

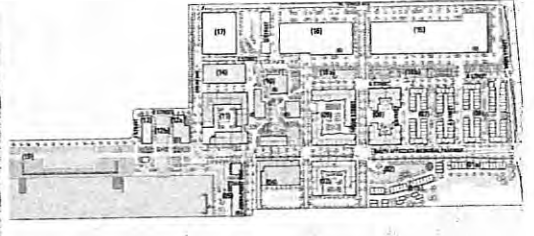
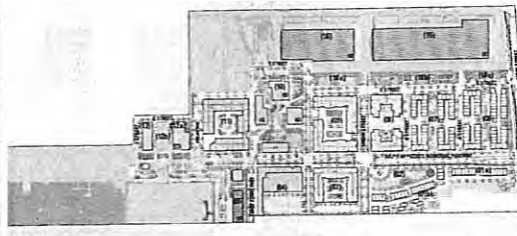
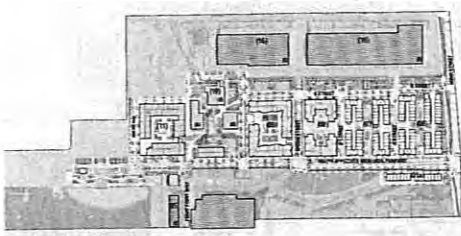
*EXISTING BUILDINGS AND/OR SITES MAY BE OCCUPIED WITH USES CONSISTENT WITH THIS PLAN DURING ANY PHASE



2017

ILLUSTRATIVE SITE PLAN - ALL PHASES

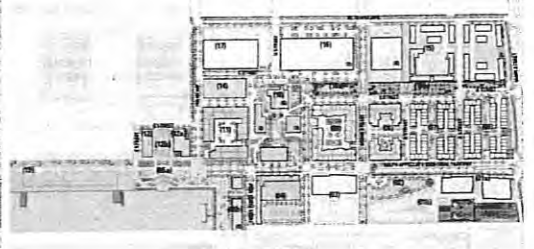
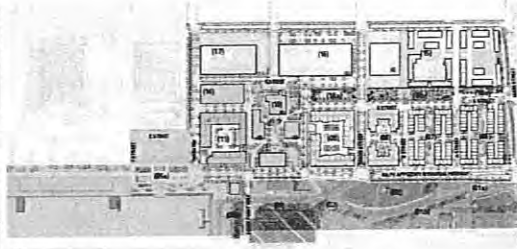
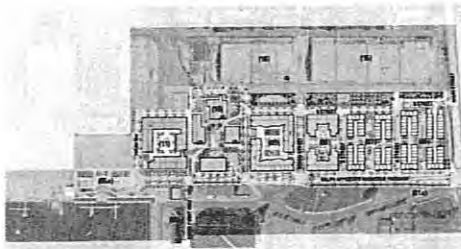
ALAMEDA POINT | ALAMEDA, CA



ILLUSTRATIVE SITE PLAN - PHASE 1

ILLUSTRATIVE SITE PLAN - PHASE 2

ILLUSTRATIVE SITE PLAN - PHASE 3



ILLUSTRATIVE SITE PLAN - PHASE 1

ILLUSTRATIVE SITE PLAN - PHASE 2

ILLUSTRATIVE SITE PLAN - PHASE 3

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ILLUSTRATIVE SITE PLAN - PHASING

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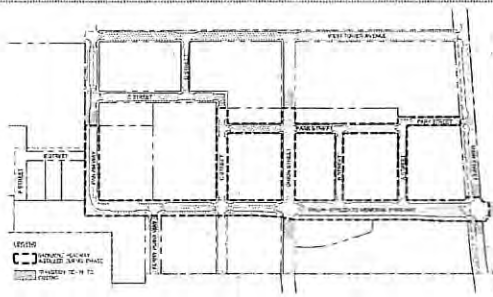
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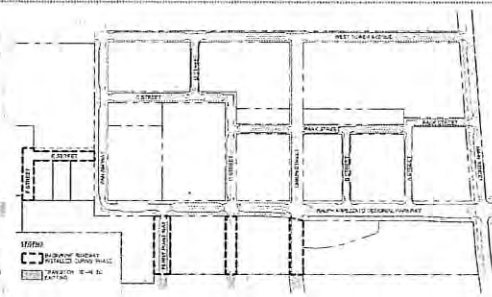
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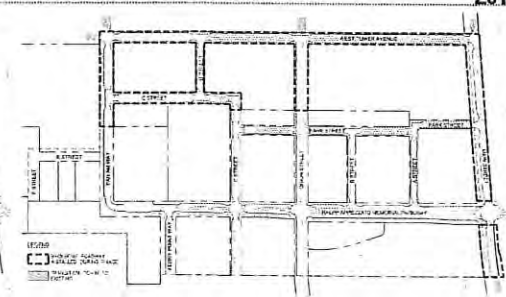
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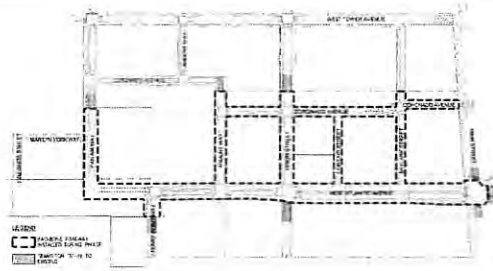
PHASE 1 BACKBONE ROADWAY INFRASTRUCTURE
04/14/2015 1 OF 3



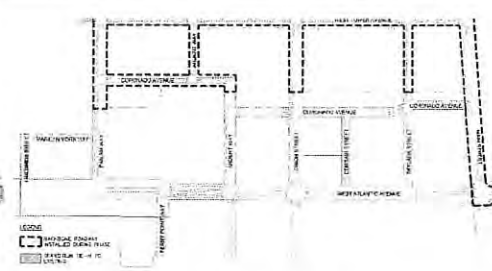
PHASE 2 BACKBONE ROADWAY INFRASTRUCTURE
NOT TO SCALE 04/14/2015 2 OF 3



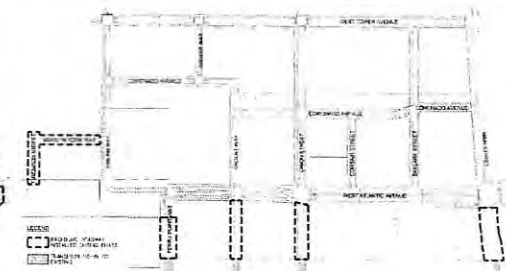
PHASE 3 BACKBONE ROADWAY INFRASTRUCTURE
NOT TO SCALE 04/14/2015 3 OF 3



PHASE 1 BACKBONE ROADWAY INFRASTRUCTURE
05/02/2017 1 OF 3



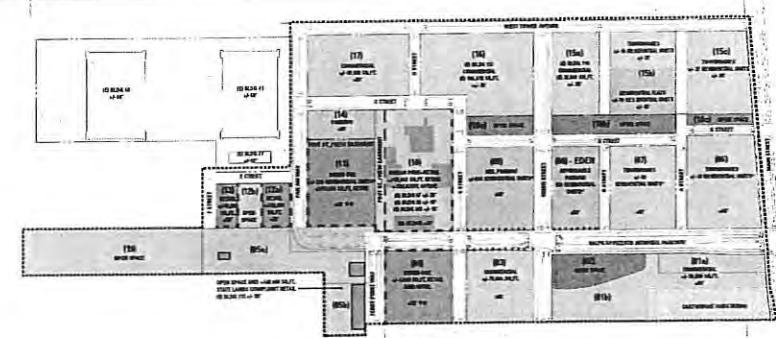
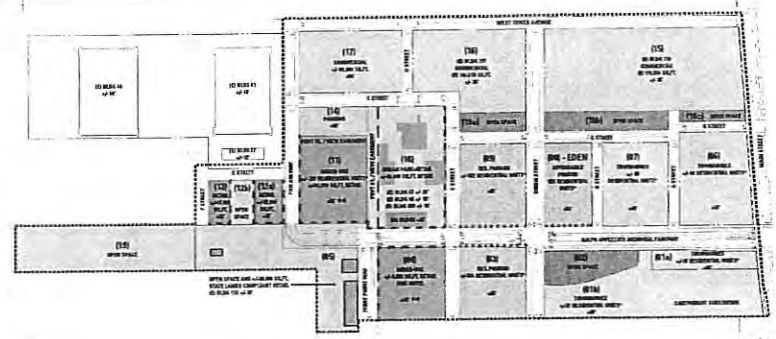
PHASE 2 BACKBONE ROADWAY INFRASTRUCTURE
NOT TO SCALE 05/02/2017 2 OF 3



PHASE 3 BACKBONE ROADWAY INFRASTRUCTURE
NOT TO SCALE 05/02/2017 3 OF 3

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STREET / SURFACE IMPROVEMENTS PHASING

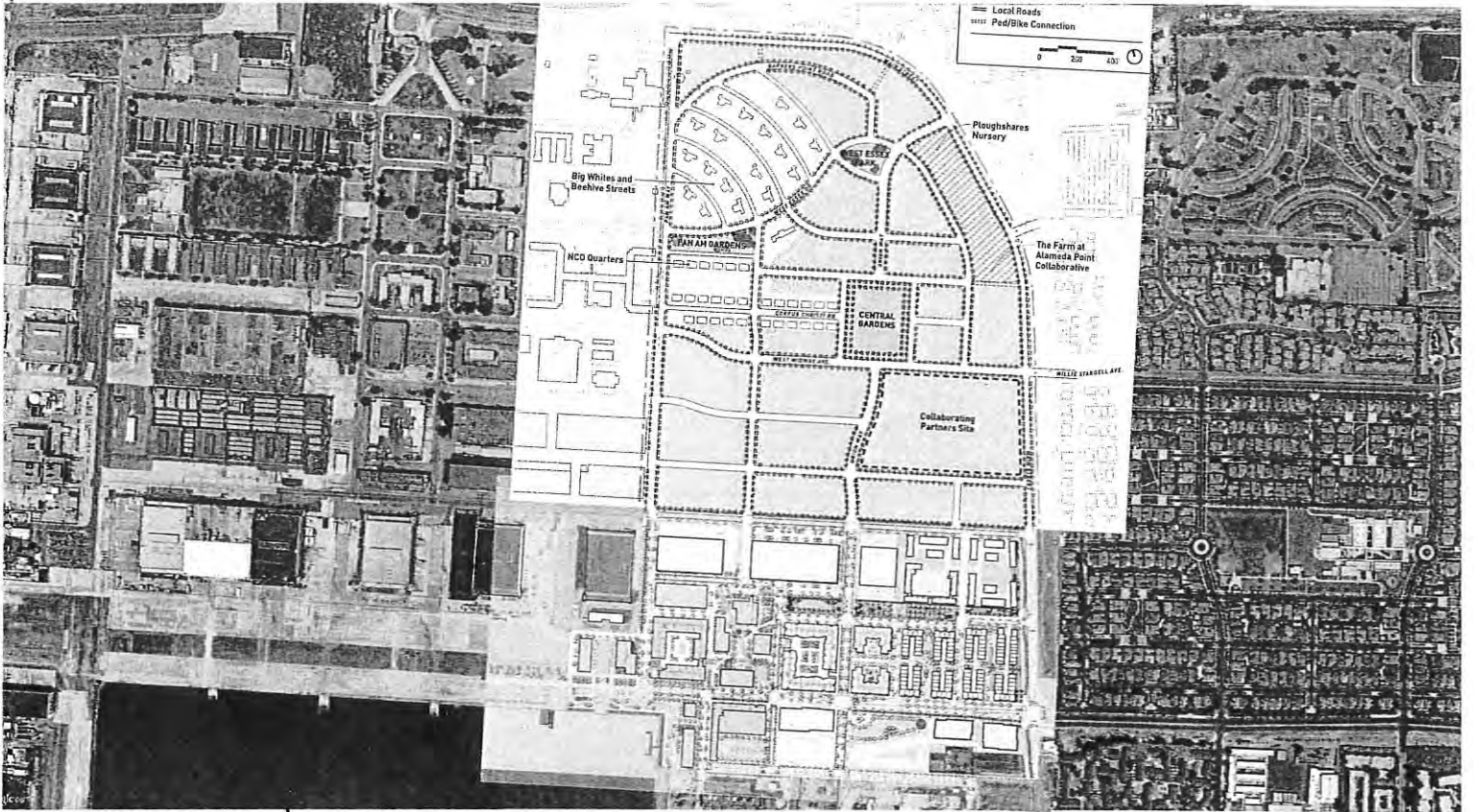


LEGEND

- (E) EXISTING BUILDING
- (##) BLOCK NUMBER
- GROUND FLOOR RETAIL FRONTAGE
- ADAPTABLE GROUND FLOOR FRONTAGE
- OPEN SPACE - NEIGHBORHOOD PARK
- OPEN SPACE - PARK / PLAZA
- COMMERCIAL (OFFICE/MANUFACTURING)
- RESIDENTIAL OVER GROUND FLOOR RETAIL & PARKING
- RESIDENTIAL OVER ADAPTABLE GROUND FLOOR & PARKING
- RESIDENTIAL WALK-UP FLATS
- RESIDENTIAL TOWNHOME
- RETAIL, FOOD AND BEVERAGE, ENTERTAINMENT
- PUBLIC PARKING

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LAND USE DIAGRAM



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ALAMEDA MAIN STREET NEIGHBORHOOD PLAN

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