

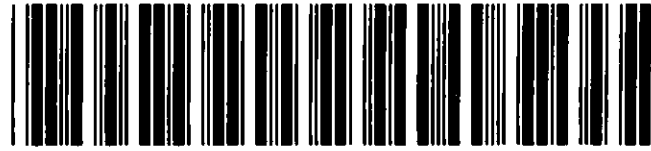
RECORDING REQUESTED BY
CHICAGO TITLE COMPANY



2015116672

05/04/2015 08:30 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
STEVE MANNING
RECORDING FEE: 85.00



16 PGS

AFTER RECORDING, RETURN TO:

Paul Hastings LLP
515 South Flower Street, 25th Floor
Los Angeles, California
Attention: Rick S. Kirkbride, Esq.

FWAC-TO 15000281

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THE UNDERSIGNED ASSIGNOR DECLARES:

DOCUMENTARY TRANSFER TAX is \$ 0 CITY TAX \$ 0

<p><u> </u> <u> </u> <u> </u> computed on full value of property conveyed, or <u> </u> computed on full value less value of liens or encumbrances remaining at time of sale. <u> </u> Unincorporated area: _____, or City of Oakland</p>	<p>The interest being transferred is tenant's interest under a ground lease with a remaining term of less than 35 years (CA R&T Code §61(c)(1)(c); CA Cof R Title 18, §462.100(b)(1)(B))</p>
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THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this "Assignment") is made as of MAY 1ST, 2015, by CIM/OAKLAND CITY CENTER, LLC, a Delaware limited liability company ("Seller"), in favor of AGRE DCP Oakland City Center Owner LLC, a Delaware limited liability company ("Purchaser").

RECITALS

A. Seller is the owner of certain property commonly known as Oakland Marriott City Center located in Oakland, California.

B. Seller and Purchaser have entered into that certain Purchase and Sale Agreement and Joint Escrow Instructions dated as of January 26, 2015 (as such agreement is amended to date, the "Purchase Agreement"), pursuant to which Seller has agreed to sell and Purchaser has agreed to purchase Seller's ground lease interest in the real property described in Exhibit A attached hereto and the improvements located thereon (collectively, the "Property"), on the terms and conditions stated in the Purchase Agreement. All terms not otherwise defined herein shall have the meaning assigned to them in the Purchase Agreement.

C. Pursuant to the Purchase Agreement, Seller has agreed to assign to Purchaser all of Seller's right, title and interest to that Ground Lease dated August 12, 1981 between the City of Oakland, a municipal corporation (the "City"), as "Landlord" and Seller (as successor in interest, by mesne assignment, from Oakland Hotel Associates, Ltd.) as "Tenant", as amended by First Amendment thereto dated

Oakland Marriott City Center - Ground Lease Assignment

Unrecorded lease less than 35 yrs

December 29, 1986 and Second Amendment thereto dated as of August 28, 1997 (as so amended, the "Ground Lease").

NOW, THEREFORE, in consideration of the foregoing recitals and other consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Effective as of the Closing Date, Seller hereby sells, assigns, transfers and conveys to Purchaser, without recourse and without representation or warranty (except as may be expressly set forth in Section 5.1 of the Purchase Agreement), all of Seller's right, title and interest in and to the Ground Lease.

2. Assumption. Purchaser hereby assumes the benefits of Seller and assumes and agrees to be bound by all of the covenants, obligations, and burdens of Seller under the Ground Lease to the extent arising from and after the date hereof.

3. Successors. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

4. Governing Law. This Assignment shall be governed by the laws of the State of California.

5. Attorneys' Fees. If any action or proceeding is commenced by either party to enforce their rights under this Assignment or to collect damages as a result of the breach of any of the provisions of this Assignment, the prevailing party in such action or proceeding, including, without limitation, any bankruptcy, insolvency or appellate proceedings, shall be entitled to recover all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, in addition to any other relief awarded by the court.

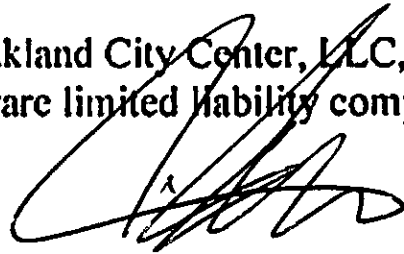
6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Purchaser and Seller have executed this Assignment as of the date first above written.

[Signatures on next page]

SELLER:

CIM/Oakland City Center, LLC,
a Delaware limited liability company

By: 
Name: Avraham Shemesh ^{PKO}
Title: President

PURCHASER:

AGRE DCP Oakland City Center Owner LLC
a Delaware limited liability company

By: Signed in Counterpart
Name: _____
Title: _____

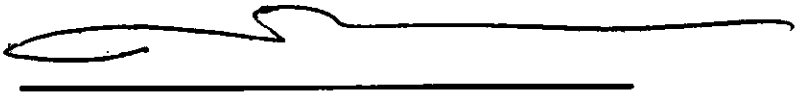
SELLER:

CIM/Oakland City Center, LLC,
a Delaware limited liability company

By: Signed in Counterpart ^{PM}
Name: _____
Title: _____

PURCHASER:

AGRE DCP Oakland City Center Owner LLC
a Delaware limited liability company

By: 
Name: Daniel Kwon
Title: Authorized Signatory

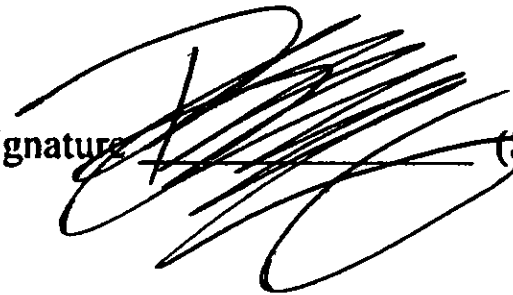
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

On April 24, 2015 before me, B.E. Long Notary Public (here insert name and title of the officer), personally appeared Avraham Shemesh (insert name(s) of signer(s)) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)



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

STATE OF New York)

COUNTY OF New York)

On 27 April 2015 before me Pamela Y. Hodges Notary Public
(insert name and title of the officer) personally appeared
Daniel Kwon, Authorized Signatory, who proved to me

on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature *Pamela Y. Hodges* (Seal) 4/27/15

PAMELA Y. HODGES
Notary Public, State of New York
No. 01HO6315024
Qualified in New York County
Commission Expires Nov. 17, 2018

EXHIBIT "A"
Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A LEASEHOLD IN AND TO THE FOLLOWING:

PARCEL ONE:

Portion of Block 144 and 10th Street, as said Block and Street are shown on Kellersberger's Map of Oakland, filed September 2, 1853, in Map Book 1, Page 21, in the Office of the Recorder of Alameda County, more particularly described as follows:

Beginning for reference at the intersection of the southeasterly line of Clay Street with the southwesterly line of 11th Street, as said Streets are shown on said map; thence along said southwesterly line of 11th Street, south 62° 35' 21" east, 463.36 feet to the true point of commencement; thence south 27° 24' 39" west, 208.06 feet to the northeasterly line of 10th Street, as said Street now exists 72.75 feet and as said northeasterly line was established by City of Oakland Ordinance No. 10020 C.M.S. which vacated a portion of Washington and 10th Streets and was recorded March 16, 1981, at Series No. 81-39604; thence along said northeasterly line of 10th Street, south 62° 35' 36" east, 217.25 feet to the northwesterly line of Broadway Street; thence along last said line, north 27° 25' 02" east, 188.04 feet to the southwesterly line of the parcel of land described in the Deed from the City of Oakland to San Francisco Bay Area Rapid Transit District, recorded December 20, 1965, on Reel 1667, Image 368, Official Records of Alameda County; thence along last said southwesterly line and along the northwesterly line of said parcel, north 62° 35' 21" west, 20.00 feet and north 27° 25' 02" east, 20.00 feet to said southwesterly line of 11th Street; thence along last said line, north 62° 35' 21" west, 197.28 feet to the true point of beginning.

APN: 002-0098-002

Parcels Two through Thirteen, below, are Easement Parcels appurtenant to Parcel One as granted pursuant to the instrument entitled, "Third Amended and Restated Easement Agreement" recorded November 17, 1988, Series No. 88-295254, Alameda County Official Records, said instrument being hereinafter referred to as the "Easement Agreement".

PARCEL TWO:

A non-exclusive shared easement, appurtenant to Parcel One, as granted in Subparagraph 5.2(a) of the Easement Agreement

- (i) The loading, unloading and parking incidental to loading and unloading of vehicles;
- (ii) The loading, unloading, placement and processing of goods, products, equipment and material to be delivered to, used in connection with, used on, used in or removed from Parcel One;
- (iii) The compaction of trash;

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(iv) The activities of all persons, including service persons, equipment and vehicles required to perform such work, within "Area 1" as described in said Easement Agreement described as follows:

Area 1:

All that real property lying below a horizontal plane which has an elevation of 30.00 feet, City of Oakland Datum, said real property being a portion of Parcel NN, Parcel Map 5533, recorded November 17, 1988, in Book 180 of Maps, Page 44, Alameda County Records, and more particularly described as follows:

Commencing at the point of intersection of the western line of Broadway with the northern line of 11th Street; thence along the northern line of 11th Street, north 62° 35' 21" west, 161.635 feet; thence north 27° 24' 34" east, 1.064 feet to the actual point of beginning; thence north 27° 24' 34" east, 87.917 feet; thence north 62° 35' 26" west, 167.365 feet; thence south 27° 34' west, 87.917 feet; thence south 62° 35' 26" east, 77.10 feet; thence north 27° 24' 34" east, 16.20 feet; thence south 62° 35' 26" east, 41.70 feet; thence north 27° 24' 34" east, 2 feet; thence south 62° 35' 26" east, 23.10 feet; thence south 27° 24' 34" west, 18.20 feet; thence south 62° 35' 26" east, 25.465 feet to the actual point of beginning.

Excepting therefrom the following described Parcel:

All that real property lying above a horizontal plane at elevation 28.00 feet, and below a horizontal plane at elevation 30.00 feet, City of Oakland Datum, and more particularly described as follows:

Commencing at the point of intersection of the western line of Broadway with the northern line of 11th Street; thence along the northern line of 11th Street, north 62° 35' 21" west, 161.635 feet; thence north 27° 24' 34" east, 1.064 feet to the actual point of beginning; thence north 27° 24' 34" east, 40.917 feet; thence north 62° 35' 26" west, 167.365 feet; thence south 27° 24' 34" west, 40.917 feet; thence south 62° 35' 26" east, 77.10 feet; thence north 27° 24' 34" east, 16.20 feet; thence south 62° 35' 26" east, 41.70 feet; thence north 27° 24' 34" east, 2 feet; thence south 62° 35' 26" east, 23.10 feet; thence south 27° 24' 34" west, 18.20 feet; thence south 62° 35' 26" east, 25.465 feet to the actual point of beginning.

PARCEL THREE:

A non-exclusive easement, appurtenant to Parcel One, as granted in Subparagraph 5.2(c) of the Easement Agreement, for:

- (i) Ingress to and egress;
- (ii) Maneuvering of vehicles and the activities of equipment and persons required to utilize truck docks; and
- (iii) The loading, unloading and parking incidental to loading and unloading of vehicles within "Area 3" as described in said Easement Agreement described as follows:

Area 3:

All that real property lying below a horizontal plane which has an elevation of 30.00 feet, City of Oakland Datum, said real property being a portion of Parcel NN, Parcel Map 5533, recorded November 17, 1988, in Book 180 of Maps, Page 44, Alameda County Records, and more particularly described as follows:

Commencing at the point of intersection of the western line of Broadway with the northern line of 11th Street; thence along said northern line of 11th Street, north 62° 35' 21" west, 161.635 feet; thence north 27° 24' 34" east, 88.981 feet to the actual point of beginning; thence north 62° 35' 26" west, 167.365 feet; thence north 27° 24' 34" east, 13.455 feet; thence north 17° 35' 26" west, 1.414 feet to the western line of said Parcel NN; thence along said western line, north 27° 24' 34" east, 51.50 feet to the southern line of Parcel 10, as said Parcel is described in the Grant Deed recorded March 30, 1976, in Reel 4309, Image 462, Official Records; thence along said southern line, south 62° 35' 26" east, 78.027 feet to the eastern line of said Parcel 10; thence south 27° 24' 34" west, 3.955 feet; thence south 62° 35' 26" east, 90.338 feet; thence south 27° 24' 34" west, 62 feet to the actual point of beginning.

PARCEL FOUR:

A non-exclusive easement, appurtenant to Parcel One, for ingress and egress, as granted in Subparagraph 5.2(d) of the Easement Agreement within "Area 3a" as described in said Easement Agreement, described as follows:

Area 3a

All that real property lying below a horizontal plane which has an elevation of 33.00 feet, City of Oakland Datum, said real property being a portion of Parcel PP, Parcel Map 5533, recorded November 17, 1988, in Book 180 of Maps, Page 44, Alameda County Records, and more particularly described as follows:

Commencing at the point of intersection of the western line of Broadway with the northern line of 11th Street; thence along said northern line of 11th Street, north 62° 35' 21" west, 161.635 feet; thence north 27° 24' 34" east, 88.981 feet; thence north 62° 35' 26" west, 167.365 feet; thence north 27° 24' 34" east, 13.455 feet; thence north 17° 35' 26" west, 1.414 feet to a point on the eastern line of said Parcel PP, said point being the actual point of beginning; thence north 17° 35' 26" west, 18.385 feet; thence north 62° 35' 26" west, 3.973 feet to the eastern line of Parcel 12, as said Parcel is described in the Grant Deed recorded March 30, 1976, in Reel 4309, Image 462, Official Records; thence along said eastern line north 27° 24' 34" east 38.50 feet to the southern line of Parcel 10, as said Parcel is described in the Grant Deed recorded March 30, 1976, in Reel 4309, Image 462, Official Records; thence along said southern line, south 62° 35' 26" east 16.973 feet to said eastern line of said Parcel PP; thence along said eastern line, south 27° 24' 34" west, 51.50 feet to the actual point of beginning.

PARCEL FIVE:

A non-exclusive easement, appurtenant to Parcel One, for the installation, maintenance and repair of electrical light fixtures and ventilation ducts, as granted in Subparagraph 5.2(e) of the Easement Agreement, within "Area 3b" as described in said Easement Agreement, described as follows:

Area 3b

A portion of Parcel NN, Parcel Map 5533, recorded November 17, 1988, in Book 180 of Maps, Page 44, Alameda County Records, and a portion of 12th Street as shown on Kellersberger's Map of Oakland, filed September 2, 1853, Map Book 1, Page 21, Alameda County Records, and more particularly described as follows:

Area 3b - Parcel 1

All that real property lying above a horizontal plane at elevation 26.00 feet and below a horizontal plane at elevation 31.67 feet, City of Oakland Datum, and more particularly described as follows:

Commencing at the point of intersection of the western line of Broadway with the northern line of 11th Street; thence along said northern line of 11th Street, north 62° 35' 21" west, 161.635 feet; thence north 27° 24' 34" east, 1.064 feet; thence north 62° 35' 26" west, 25.465 feet to the actual point of beginning; thence north 27° 24' 34" east, 18.20 feet; thence north 62° 35' 26" west, 23.10 feet; thence south 27° 24' 34" west, 2 feet; thence north 62° 35' 26" west, 41.70 feet; thence south 27° 24' 34" west, 16.20 feet; thence south 62° 35' 26" east, 64.80 feet to the actual point of beginning.

Area 3b - Parcel 2

All that real property lying above a horizontal plane at elevation 28.00 feet and below a horizontal plane at elevation 31.67 feet, City of Oakland Datum, and more particularly described as follows:

Commencing at the point of intersection of the western line of Broadway with the northern line of 11th Street; thence along said northern line of 11th Street, north 62° 35' 21" west, 161.635 feet; thence north 27° 24' 34" east, 1.064 feet to the actual point of beginning; thence north 27° 24' 34" east, 40.917 feet; thence north 62° 35' 26" west, 167.365 feet; thence south 27° 24' 34" west, 40.917 feet; thence south 62° 35' 26" east, 77.10 feet; thence north 27° 24' 34" east, 16.20 feet; thence south 62° 35' 26" east, 41.70 feet; thence north 27° 24' 34" east, 2 feet; thence south 62° 35' 26" east, 23.10 feet; thence south 27° 24' 34" west, 18.20 feet; thence south 62° 35' 26" east, 25.465 feet to the actual point of beginning.

Area 3b - Parcel 3

All that real property lying above a horizontal plane at elevation 30.00 feet and below a horizontal plane at elevation 31.67 feet, City of Oakland Datum, and more particularly described as follows:

Commencing at the point of intersection of the western line of Broadway with the northern line of 11th Street; thence along said northern line of 11th Street, north 62° 35' 21" west, 161.635 feet; thence north 27° 24' 34" east, 41.981 feet to the actual point of beginning; thence north 62° 35' 26" west, 167.365 feet; thence north 27° 24' 34" east, 69.00 feet; thence south 62° 35' 26" east, 29.50 feet; thence north 27° 24' 34" east, 40 feet; thence north 62° 35' 26" west, 29.50 feet; thence north 27° 24' 34" east, 3.955 feet to the southern line of Parcel 10, as said Parcel is described in the Grant Deed recorded March 30, 1976, in Reel 4309, Image 462, Official Records; thence along said southern line, south 62° 35' 26" east, 77.027 feet to the eastern line of said Parcel 10; thence south 27° 24' 34" west, 3.955 feet; thence south 62° 35' 26" east, 90.338 feet; thence south 27° 24' 34" west, 109 feet to the actual point of beginning.

Area 3b - Parcel 4

All that real property lying above a horizontal plane at elevation 30.00 feet and below a horizontal plane at elevation 42.54 feet, City of Oakland Datum, and more particularly described as follows:

Commencing at the point of intersection of the western line of Broadway with the northern line of 11th Street; thence along said northern line of 11th Street, north 62° 35' 21" west, 161.635 feet; thence north 27° 24' 34" east, 41.981 feet; thence north 62° 35' 26" west, 167.365 feet; thence north 27° 24' 34" east, 69 feet to the actual point of beginning; thence north 27° 24' 34" east, 40 feet; thence south 62° 35' 26" east, 29.50 feet; thence south 27° 24' 34" west, 40 feet; thence north 62° 35' 26" west, 29.50 feet to the

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actual point of beginning.

Area 3b - Parcel 5

All that real property lying above a horizontal plane at elevation 34.50 feet and below a horizontal plane at elevation 42.54 feet, City of Oakland Datum, and more particularly described as follows:

Beginning at the southeast corner of Parcel 10, as said Parcel is described in the Grant Deed recorded March 30, 1976, in Reel 4309, Image 462, Official Records; thence south $27^{\circ} 24' 34''$ west, 3.955 feet; thence south $62^{\circ} 35' 26''$ east, 42.50 feet; thence north $27^{\circ} 34'$ east, 46.50 feet; thence north $62^{\circ} 35' 26''$ west, 42.50 feet to the eastern line of said Parcel 10; thence along said eastern line. south $27^{\circ} 24' 34''$ west, 42.545 feet to the point of beginning.

Area 3b - Parcel 6

All that real property lying above a horizontal plane at elevation 28.00 feet and below a horizontal plane at elevation 31.67 feet, City of Oakland Datum, and more particularly described as follows:

Commencing at the point of intersection of the western line of Broadway with the northern line of 11th Street; thence along said northern line of 11th Street, north $62^{\circ} 35' 21''$ west, 161.635 feet; thence north $27^{\circ} 24' 34''$ east, 150.981 feet to the actual point of beginning; thence north $27^{\circ} 24' 34''$ east, 38.49 feet; thence north $62^{\circ} 35' 26''$ west, 23.833 feet; thence north $27^{\circ} 24' 34''$ east, 9.427 feet; thence south $62^{\circ} 35' 26''$ east, 0.495 feet; thence north $27^{\circ} 24' 34''$ east, 1.083 feet; thence north $62^{\circ} 35' 26''$ west, 24.50 feet; thence south $27^{\circ} 24' 34''$ west, 49 feet; thence south $62^{\circ} 35' 26''$ east, 47.838 feet to the actual point of beginning.

Area 3b - Parcel 7

All that real property lying above a horizontal plane at elevation 28.00 feet and below a horizontal plane at elevation 38.00 feet, City of Oakland Datum, and more particularly described as follows:

Commencing at the point of intersection of the western line of Broadway with the northern line of 11th Street; thence along said northern line of 11th Street, north $62^{\circ} 35' 21''$ west, 161.635 feet; thence north $27^{\circ} 24' 34''$ east, 189.471 feet; thence north $62^{\circ} 35' 26''$ west, 23.833 feet; thence north $27^{\circ} 24' 34''$ east, 9.427 feet; thence south $62^{\circ} 35' 26''$ east, 0.495 feet; thence north $27^{\circ} 24' 34''$ east, 1.083 feet to the actual point of beginning; thence north $27^{\circ} 24' 34''$ east, 19.005 feet; thence north $62^{\circ} 35' 26''$ west, 24.50 feet; thence south $27^{\circ} 24' 34''$ west, 19.005 feet; thence south $62^{\circ} 35' 26''$ east, 24.50 feet to the actual point of beginning.

Area 3b - Parcel 8

All that real property lying above a horizontal plane at elevation 34.50 feet and below a horizontal plane at elevation 38.00 feet, City of Oakland Datum, and more particularly described as follows:

Commencing at the point of intersection of the western line of Broadway with the northern line of 11th Street; thence along said northern line of 11th Street, north $62^{\circ} 35' 21''$ west, 161.635 feet; thence north $27^{\circ} 24' 34''$ east, 189.471 feet; thence north $62^{\circ} 35' 26''$ west, 23.833 feet; thence north $27^{\circ} 24' 34''$ east, 9.427 feet; thence south $62^{\circ} 35' 26''$ east, 0.495 feet; thence north $27^{\circ} 24' 34''$ east, 20.088 feet; thence north $62^{\circ} 35' 26''$ west, 24.50 feet to the actual point of beginning; thence north $62^{\circ} 35' 26''$ west, 42.50 feet to the eastern line of Parcel 10, as said Parcel is described in the Grant Deed recorded March 30,

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1976, in Reel 4309, Image 462, Official Records; thence along said eastern line, south 27° 24' 34" west, 21.505 feet; thence south 62° 35' 26" east, 42.50 feet; thence north 27° 24' 34" east, 21.505 feet to the actual point of beginning.

Area 3b - Parcel 9

All that real property lying above a horizontal plane at elevation 32.00 feet and below a horizontal plane at elevation 38.00 feet, City of Oakland Datum, and more particularly described as follows:

Commencing at the point of intersection of the western line of Broadway with the northern line of 11th Street; thence along said northern line of 11th Street, north 62° 35' 21" west, 161.635 feet; thence north 27° 24' 34" east, 189.471 feet; thence north 62° 35' 26" west, 23.833 feet; thence north 27° 24' 34" east, 9.427 feet; thence south 62° 35' 26" east, 0.495 feet; thence north 27° 24' 34" east, 20.088 feet to the actual point of beginning; thence north 62° 35' 26" west, 67 feet to the eastern line of Parcel 10, as said Parcel is described in the Grant Deed recorded March 30, 1976, in Reel 4309, Image 462, Official Records; thence along said eastern line, north 27° 24' 34" east, 61 feet to the northern line of 12th Street; thence along said northern line, south 62° 35' 08" east, 67 feet; thence south 27° 24' 34" west, 60.995 feet to the actual point of beginning.

PARCEL SIX:

A non-exclusive easement, appurtenant to Parcel One, to use stairs and corridors for the emergency exit of persons, as granted in Subparagraph 5.2(f) of the Easement Agreement referred to, within "Area 4" as shown on Exhibit "A" attached to said Easement Agreement.

PARCEL SEVEN:

A non-exclusive easement, appurtenant to Parcel One, to use stairs and corridors for the emergency exit of persons, as granted in Subparagraph 5.2(g) of the Easement Agreement, within "Area 5" as shown on Exhibit "A" attached to said Easement Agreement.

PARCEL EIGHT:

An exclusive easement, appurtenant to Parcel One, for use as an office and holding area and for the temporary storage of materials, goods, products, equipment and trash and for access to Parcel Eight as granted in Subparagraph 5.2(h) of the Easement Agreement, within "Area 6" as described in said Easement Agreement, described as follows:

Area 6

All that real property lying below a horizontal plane which has an elevation of 26.00 feet, City of Oakland Datum, said real property being a portion of Parcel NN, Parcel Map 5533, recorded November 17, 1988, in Book 180 of Maps, Page 44, Alameda County Records, and more particularly described as follows:

Commencing at the point of intersection of the western line of Broadway with the northern line of 11th Street; thence along said northern line of 11th Street, north 62° 35' 21" west, 161.635 feet; thence north 27° 24' 34" east, 1,064 feet; thence north 62° 35' 26" west, 25.465 feet to the actual point of beginning; thence north 27° 24' 34" east, 18.20 feet; thence north 62° 35' 26" west, 23.10 feet; thence south 27° 24' 34" west, 2 feet; thence north 62° 35' 26" west, 41.70 feet; thence south 27° 24' 34" west, 16.20 feet; thence south 62° 35' 26" east, 64.80 feet to the actual point of beginning.

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PARCEL NINE:

A non-exclusive easement, appurtenant to Parcel One, above, for ingress and egress, as granted in Subparagraph 5.2(i) of the certain Easement Agreement, within "Areas 7 and 7A" as described in said Easement Agreement, described as follows:

Area 7

A portion of Block 157 and a portion of Washington Street, as said Block and Street are shown on the map entitled, "Kellersberger's Map of Oakland", filed September 2, 1853, in Map Book 1, at Page 21, Alameda County Records, described as follows:

Commencing at the point of intersection of the southern line of 14th Street with the western line of Broadway, as said Streets are shown on said Map (1 Maps 21); thence along said southern line of 14th Street, north 62° 35' 05" west, 252.00 feet, the bearing of said line of 14th Street taken as north 62° 35' 05" west for the purpose of making this description; thence leaving said southern line, south 27° 24' 55" west, 560.12 feet to the southern line of 12th Street, as said Street is shown on said Map (1 Maps 21); thence south 27° 24' 55" west, 45.078 feet; thence north 62° 35' 05" west, 95.000 feet to the actual point of beginning; thence north 62° 35' 05" west, 244.000 feet; thence south 27° 24' 55" west, 44.000 feet; thence south 62° 35' 05" east, 244.000 feet to a line which bears south 27° 24' 55" west from the actual point of beginning; thence north 27° 24' 55" east, 44.000 feet to the actual point of beginning.

Excepting therefrom, that portion of said land lying more than 14-1/2 feet above the final finished surface grade of said land.

Area 7a

A portion of Block 157, as said Block is shown on the map entitled, "Kellersberger's Map of Oakland", filed September 2, 1853, in Map Book 1, at Page 21, Alameda County Records, described as follows:

Commencing at the point of intersection of the southern line of 14th Street with the western line of Broadway, as said Streets are shown on said Map (1 Maps 21); thence along said southern line of 14th Street, north 62° 35' 05" west, 252.00 feet, the bearing of said line of 14th Street being taken as north 62° 35' 05" west for the purpose of making this description; thence leaving said southern line, south 27° 24' 55" west, 605.198 feet to the southeasterly corner of that certain parcel of land described as Parcel 10 in the Deed to the City of Oakland, recorded March 30, 1976, on Reel 4309, at Image 462, Recorder's Series Number 76-47723, Alameda County Records; thence along the southerly line of said Parcel, north 62° 35' 05" west, 339.000 feet; thence leaving said southerly line, south 27° 24' 55" west, 44.000 feet to the actual point of beginning of this description; thence parallel with said southerly line of Parcel 10, south 62° 35' 05" east, 98.000 feet to a point of cusp; thence westerly and southerly along the arc of a tangent curve to the left, having a radius of 58.000 feet, through a central angle of 90° 00' 00", a length of 91.106 feet; thence south 27° 24' 55" west, 52.919 feet to the northerly line of 11th Street, as said Street is shown on said map; thence along said northerly line, north 62° 35' 18" west, 40.000 feet to a line which bears south 27° 24' 55" west from the actual point of beginning; thence leaving said northerly line, north 27° 24' 55" east, 110.921 feet to the actual point of beginning.

Excepting therefrom, that portion of said land lying more than 14-1/2 feet above the final finished surface grade of said land.

PARCEL TEN:

An exclusive, except as set forth in (ii) below, easement, appurtenant to Parcel One, as granted in Subparagraph 5.2(k) of the Easement Agreement for:

- (i) Ingress and egress of persons and vehicles to the Hotel from the 1111/Hotel Truck Dock; and
- (ii) The loading, unloading, placement, storage and processing of goods, products, equipment and materials delivered to, used in connection with, used on, used in or removed from Parcel One or the Oakland Convention Center, as permitted in Subparagraph 25.4 of the Easement Agreement; and
- (iii) The activities of all persons, including service persons, and equipment required to perform such work; and
- (iv) The placement, maintenance and repair of all utilities necessary to support hotel operations conducted on Parcel One within "Area 8" as described in said Easement, described as follows:

Area 8 - Parcel 1

An enclosed underground tunnel, 12 feet high, under 11th Street within the vertical section lying immediately above the following described lower plane of the following described lands:

Beginning for reference at the southeasterly corner of the parcel of land described as "Parcel 10 (Underground Garage)" in the Grant Deed from the Redevelopment Agency of the City of Oakland to the City of Oakland, recorded March 30, 1976, on Reel 4309, Image 462, Official Records of Alameda County; thence along the southwesterly prolongation of the southwesterly line of said Parcel 10, south 62° 35' 26" east, 3.97 feet; thence south 27° 24' 39" west, 154.94 feet to the northeasterly line of 11th Street, as said Street is shown on Boardman's Map of Oakland and Vicinity, filed April 23, 1883, in Book 17 of Maps, at Page 14, Alameda County Records; thence along said northeasterly line, south 62° 35' 21" east, 36.82 feet to a point which has an existing surface elevation of 37.45 feet, more or less, per city of Oakland Datum as shown on City of Oakland Survey No. 7816, as delineated on Map 166-72, which is on file in the Office of Public Works in the City of Oakland; thence vertically downward 20.80 feet to a point of elevation 16.65 feet, said point being the true point of commencement; thence south 16° 43' 47" west, 72.49 feet and ascending to a point at elevation 17.41 feet, more or less; thence south 27° 24' 39" west, 9.02 feet and ascending to a point at elevation 17.50 feet in the southeasterly line of 11th Street; thence along said southwesterly line of 11th Street, south 62° 35' 21" east, 22.62 feet horizontally to a point at elevation 17.50 feet; thence north 17° 35' 21" west, 15.18 feet and descending to a point at elevation 17.41 feet; thence north 16° 43' 47" east, 70.75 feet and descending to a point at elevation 16.65 feet in said northeasterly line of 11th Street; thence along said northeasterly line, north 62° 35' 21" west, 12.21 feet horizontally to the true point of commencement.

Area 8 - Parcel 2

All that real property lying above a horizontal plane at elevation 16.65 feet and below a horizontal plane at elevation 32.65 feet, City of Oakland Datum, said real property being a portion of 11th Street, as said Street is shown on Boardman's Map of Oakland and Vicinity, filed April 23, 1883, Map Book 17, Page 14, Alameda County Records, and more particularly described as follows:

Commencing at the southeasterly corner of Parcel 10, as said Parcel is described in the Grant Deed recorded March 30, 1976, in Reel 4309, Image 462, Alameda County Official Records; thence along the

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southwesterly prolongation of the southwesterly line of said Parcel 10, south 62° 35' 26" east, 3.97 feet; thence south 27° 24' 39" west, 154.94 feet to the northeasterly line of 11th Street; thence along said northeasterly line, south 62° 35' 21" east, 36.82 feet to the actual point of beginning; thence south 16° 43' 47" west, 12.212 feet; thence north 62° 35' 21" west, 43.263 feet; thence north 27° 24' 39" east, 12 feet to said northeasterly line of 11th Street; thence along said northeasterly line, south 62° 35' 21" east, 41 feet to the actual point of beginning.

PARCEL ELEVEN:

An exclusive easement, appurtenant to Parcel One, to use volumetric spaces beneath 10th Street, 11th Street and Broadway to construct, maintain and repair, at the sole cost of the owner of Parcel One, those portions of the pile caps which extend beyond the property lines of Parcel One for the repair, maintenance, removal and replacement of any of the improvements located therein, as granted in Subparagraph 5.2(l) of the Easement Agreement, within the following described lands:

Those particular volumetric spaces described as follows:

1. That particular volumetric space, 6.50 feet wide, abutting on and northerly of the southern line of Eleventh Street which begins at a line parallel to and 217.28 feet west of the western line of Broadway, as these Streets appear on that certain map entitled, "Oakland & Vicinity" by W. F. Boardman, filed April 23, 1883, at the Recorder's Office of Alameda County, and which terminates at a line parallel to and 122.28 feet west of said Broadway line and extends from an elevation of 9.75 feet to an elevation of 17.75 feet City of Oakland Datum.
2. Additionally that particular volumetric space, 6.50 feet wide, abutting on and easterly of the western line of Broadway, as said Street exists on the previously called map "Oakland & Vicinity" which begins at the easterly prolongation of the northern line of Tenth Street, as said Street exists subsequent to the Street Vacation, Ordinance 10020 C.M.S., passed January 20, 1981, and recorded under Recorder's Series Number 81-039604; Alameda County Records, and terminates at a line parallel to and 90.00 feet northerly of the above called prolongation and extends from an elevation of 36.90 feet to an elevation of 9.75 feet, City of Oakland Datum.
3. Additionally that particular volumetric space, 6.50 feet wide, abutting on and southerly of the northern line of Tenth Street, which begins at a line parallel to and 217.25 feet west of Broadway, as said Street appears on that previously called map entitled, "Oakland & Vicinity", terminates at a line parallel to and 79.25 feet west of said Broadway line, and extends from an elevation of 9.75 feet to an elevation of 17.75 feet, City of Oakland Datum.

PARCEL TWELVE:

An exclusive easement, appurtenant to Parcel One, to use volumetric spaces beneath 11th Street to construct, maintain and repair, at the sole cost of the owner of Parcel One, vaults for the placement of equipment utilized by utility companies to service Parcel One, and for repair, maintenance, removal and replacement of any of the improvements located therein, as granted in Subparagraph 5.2(m) of the Easement Agreement, within the following described lands:

Those particular volumetric spaces described as follows:

1. That particular volumetric space, 14.00 feet wide abutting on and northerly of the southern line of Eleventh Street, which begins at a line parallel to and 156.28 feet west of the western line of Broadway, as said Streets appear on that certain map entitled, "Oakland & Vicinity" by W. F. Boardman, filed April 23, 1883, at the Recorder's Office of Alameda County, and which terminates at a line parallel to and 131.28 feet west of said Broadway line and extends from an elevation of 18.75 feet to an elevation of 35.50 feet, City of Oakland Datum.
2. That particular space, 10.00 feet wide, abutting on and northerly of the southern line of Eleventh Street, which begins at a line parallel to and 119.28 feet west of the western line of Broadway, as said Streets appear on the above named map, "Oakland & Vicinity", terminates at a line parallel to and 104.28 feet west of said Broadway line and extends from an elevation of 18.75 feet to an elevation of 35.50 feet, City of Oakland Datum.

PARCEL THIRTEEN:

An exclusive easement, appurtenant to Parcel One, to use volumetric spaces beneath 10th Street to construct, maintain and repair, at the sole cost of the owner of Parcel One, vaults for the placement of a tank for the storage of fuel consumed in the operation of the hotel on Parcel One and all related pipes, pumps, valves, controls and similar facilities, and for the repair, maintenance, removal and replacement of all such improvements, as granted in Subparagraph 5.2(n) of the Easement Agreement within the following described lands:

That particular volumetric space described as follows:

That particular volumetric space, 16.00 feet wide, abutting on and southerly of the northern line of Tenth Street, which begins at a line parallel to and 170.00 feet west of Broadway, as said Streets appear on that certain map entitled, "Oakland & Vicinity" by W. F. Boardman, filed April 23, 1883, at the Recorder's Office of Alameda County, and which terminates at a line parallel to and 135.00 feet west of said Broadway line and extends from an elevation of 18.75 feet to an elevation of 35.00 feet, City of Oakland Datum.