PLEASE PLACE RECORDER LABEL BELOW THIS LINE

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY CLERK, CITY OF LIVERMORE
1052 S. LIVERMORE AVENUE
LIVERMORE, CA 94550-4899

No Fee for recording pursuant to Government Code Section 27383

2024099130 08/14/2024 09:01 AM 61 PGS
OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK, CLERK-RECORDER
RECORDING FEES: $0.00

AI
61
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THIS SPACE FOR RECORDER'S USE ONLY

LOG # 24-0397

FIRST AMENDMENT TO THE AMENDED AND RESTATED DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT 2205 RAILROAD AVENUE LLC

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Govt. Code 27361.6)
(Additional recording fee applies)

24-0397

FIRST AMENDMENT TO THE
AMENDED AND RESTATED DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT
by and between
CITY OF LIVERMORE
and
2205 RAILROAD AVENUE LLC

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT is made as of this 23RD day of JULY, 2024, by and between the City of Livermore, a municipal corporation (the "City"), and 2205 Railroad Avenue LLC, a Delaware limited liability company (the "Developer"), with reference to the following facts, purposes, and understandings.

RECITALS

A. On October 1, 2018, the City and Developer entered into a Disposition, Development and Loan Agreement ("DDLA"). The DDLA contains terms and conditions for the purchase and development of the City-owned parcels located on the southeast corner of South Livermore Avenue and Railroad Avenue in downtown Livermore (APNs: 098-0407-031-00; 098-0407-033-00) (hereinafter "Hotel Parcel")).

B. On August 22, 2022, the City and Developer entered into an Amended and Restated Disposition, Development and Loan Agreement ("Amended and Restated DDLA"), which replaced the original DDLA.

C. Under the Amended and Restated DDLA, Developer purchased the Hotel Parcel from the City on October 21, 2022, for the construction on the Hotel Parcel of a four-story approximately 65,000-75,000 square foot Hotel, to be constructed to a standard comparable to one of the Brands identified in the Hotel Standards and containing between 125-135 hotel rooms, approximately 1,400-2,000 square feet of economically viable meeting space, a roof-top deck, and related hotel amenities and improvements. Under the requirements of the purchase agreement, the Developer is required to make a final payment in the amount of $64,368.90 by December 31, 2025.

D. The Amended and Restated DDLA additionally provided for the City to provide a short-term Site Acquisition Loan to the Developer to assist in financing the Developer's acquisition of the parcel located on the northwest corner of Railroad Avenue and North K Street in downtown Livermore, commonly known as 2080 Railroad Avenue (APN 098-0282-009-00) (hereinafter "Parking Parcel"), to be used as a valet parking lot to meet the City's parking requirements for the Hotel. Under the requirements of the site acquisition loan, the Developer is required to make a final payment in the amount of $1,923,750 plus interest at a rate of 3.5% by December 31, 2025.

E. The COVID-19 pandemic had a damaging effect on tourism and business travel, which has resulted in reduced demand for new hotel development. Following the pandemic, a prolonged period of economic inflation has resulted in increased costs for materials, labor, and capital, which has further challenged the Developer's ability to deliver the Hotel, and the related payments, in accordance with the Schedule of Performance.

F. The City and Developer desire to enter into this First Amendment to the Amended and Restated Disposition, Development and Loan Agreement ("Agreement") to modify the Schedule of Performance of the Amended and Restated DDLA and the associated sections and exhibit documents in the Amended and Restated DDLA affected by the modified Schedule of Performance. The Developer and the City have completed items 1 through 12 of the attached modified Schedule of Performance on time per the original schedule of performance and this completion is reflected in the attached Schedule of Performance. All terms of the Amended and Restated DDLA remain in full force and effect unless explicitly amended by this agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and Developer hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. Article 1, Section 1.1(b) under Definitions is hereby amended to read as follows: "Agreement" shall mean this Amended and Restated Disposition Development and Loan Agreement and this First Amendment to the Amended and Restated Disposition Development and Loan Agreement, collectively."

2. Article 1, Section 1.1(tt) under Definitions is hereby amended to read as follows: "Promissory Note" shall mean the amended Promissory Note executed by the Developer to satisfy the Site Acquisition Loan for the Parking Parcel under the terms set forth in this Agreement. A form of the amended Promissory Note is attached to this Agreement as Exhibit K-1."

3. Article 1, Section 1.1(yy) under Definitions is hereby amended to read as follows: "Schedule of Performance" shall mean the amended schedule of actions to be taken by the Parties pursuant to this Agreement to achieve the disposition of the Property to the Developer and the construction of the Project, as the same components of the same may be extended pursuant to this Agreement. The amended Schedule of Performance is attached to this Agreement as Exhibit N-1."

4. Article 1, Section 1.2 Exhibits is hereby amended as follows:

   Exhibit A-1. Amended Legal Description and Plat of Hotel Parcel shall replace

   Exhibit A.

   Exhibit K-1. Amended Promissory Note shall replace Exhibit K.

Exhibit N-1. Amended Schedule of Performance shall replace Exhibit N.

The following additional Exhibits are documents that have been executed or recorded since the original DDLA and are hereby added to the Agreement for recordkeeping purposes:

Exhibit R. Recorded Grant Deed
Exhibit S. Executed Lease and Operating Agreement for the Parking Parcel
Exhibit T. Recorded Memorandum of DDLA
Exhibit U. Recorded Parcel Map 10969
Exhibit V. Executed Temporary Parking Lease for Hotel Parcel

All Exhibits amended or added under this section are attached to and incorporated into this Agreement. All Exhibits not explicitly amended by this Agreement remain in full force and effect.

5. Article 3, Section 3.2 Purchase Price is hereby amended to read as follows: "The purchase price for the Property shall be $71,521. The Developer shall pay a ten (10) percent deposit at the Close of Escrow and the remainder shall be paid no later than December 31, 2027.

6. Article 10, Section 10.3 Fault of Developer is amended to add subsection (c), which reads as follows:

"(c) Notice and Cure Option Specific to Developer Failure to Comply with Performance Schedule.

Upon the happening of an event of default described above in section 10.3(a)(2), the City shall have the sole discretion to require the Developer to conduct, at the Developer's sole expense, a Market Feasibility Study, the scope of which shall be determined by the City Manager. The City shall have the sole discretion to determine the individual(s) or firm(s) used to complete the Market Feasibility Study. The City Manager will use the Market Feasibility Study to determine whether, at the time of the Market Feasibility Study, the Project is feasible under current market conditions.

(1) If, based upon the Market Feasibility Study, the City Manager determines the project is not feasible under current market conditions, each remaining deadline in the Performance Schedule shall be extended exactly one year. If the Developer does not meet one or more of the extended deadlines of the Performance Schedule after the one-year extension, the City Manager shall have the sole discretion to require the Developer to conduct, at the Developer's sole expense, a second Market Feasibility Study to determine whether, at the time of the second Market Feasibility Study, the Project is feasible under current market conditions. The City shall have the sole discretion to determine the individual(s) or firm(s) to complete the second

Market Feasibility Study. If, based upon the second Market Feasibility Study, the City Manager determines the project is not feasible under current market conditions, the City shall have sole discretion to (1) require the Developer to meet and confer with the City to identify an alternative path forward for the Project, and (2) terminate this Agreement and all related agreements.

(2) If, based upon either the first or second Market Feasibility Study, the City Manager determines the project is feasible under current market conditions, the Developer must, within six months of the completion of the relevant Market Feasibility Study, either (1) complete any and all actions that are at that time past due, pursuant to the Performance Schedule, taking into account any applicable extensions, (2) identify a new development partner, subject to the City's approval, to assist the Developer with coming into compliance with the Performance Schedule, or (3) sell the Project to another developer subject to the City's approval. After the end of the six-month period, the City Manager, in her sole discretion, may grant one six-month extension to complete the action chosen under this subsection.

In the event the Developer does not fulfill its obligation under this section after the required time period, the City shall have the sole discretion to terminate this agreement and all related agreements. The City shall also retain the rights to use the Project plans and designs for future use, including with another developer, in exchange for a payment to Developer in an amount not to exceed the actual cost to the Developer of preparing the Project plans and designs, as shown by the Developer's business records.

Nothing in this section shall limit the City's right to pursue any other remedies available to it, by this Agreement, at law or in equity, upon the happening of any event described in section 10.3(a)."

7. Article 12, Section 12.3 Loan term is hereby amended to read as follows:
"The term of the loan shall start on the date of loan dispersal and terminate no later than December 31, 2027."

8. Article 12, Section 12.6 Loan conditions to Disbursement is hereby amended to read as follows:
"Developer agrees to lease the Parking Parcel to the City at no cost for use as a temporary overflow public parking lot for a period of up to six years from the execution of the Lease and Operating Agreement for the Parking Parcel, or until construction of the Hotel is at least 40 percent complete, whichever is earlier. However, at a minimum, the City shall be permitted to use the Parking Parcel until September 30, 2026. The City may relinquish its use of the Parking Parcel prior to this time if it is no longer needed for temporary overflow parking. Once the City's right to use the property has lapsed, Developer may at any time submit a written

notice to the City that the lease will be terminated within 30 days to allow Developer to begin construction of permanent parking improvements.

9. Continuing Effect. Except as amended above, the Agreement remains in full force and effect.

WHEREFORE, the Parties have executed this First Amendment to the Amended and Restated DDLA as of the date first written above.

City:
City of Livermore, a municipal corporation

Date: 7/23/2024

By: _____
Marianna Marysheva
Its: City Manager

APPROVED AS TO FORM

By: Katherine Mirrow
Deputy/Assistant/City Attorney

Developer:
2205 Railroad Avenue, LLC,
a Delaware limited liability company

Date: 7-8-2024

By: PresidioCo Holdings LLC,
a Delaware limited liability company,
its manager

By: _____

Name: Rikesh Patel

Title: Managing Member

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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 Alameda }

On July 8, 2024 before me, Deborah S. Davis Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Ritesh Patel
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.

DEBORAH S. DAVIS
Notary Public - California
Alameda County
Commission # 2357707
My Comm. Expires May 15, 2025

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 Deborah S. Davis
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 Alameda }

On 07/23/2024 before me, Corina Mendoza, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Marianna Mary Sheva
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.

CORINA MENDOZA
Notary Public - California
San Joaquin County
Commission # 2424738
My Comm. Expires Nov 1, 2026

Place Notary Seal and/or Stamp Above

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 Corina Mendoza
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

©2019 National Notary Association

EXHIBIT A-1

LEGAL DESCRIPTION

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

PARCEL 1, PARCEL MAP 10969, FILED AUGUST 30, 2022, BOOK 356 OF MAPS, PAGE 42, ALAMEDA COUNTY RECORDS.

EXCEPTING THEREFROM:

THAT PORTION THEREOF LYING BELOW A DEPTH OF 500 FEET, MEASURED VERTICALLY, FROM THE CONTOUR OF THE SURFACE OF SAID PROPERTY, HOWEVER, GRANTOR, OR ITS SUCCESSORS AND ASSIGNS, SHALL NOT HAVE THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF SAID PROPERTY OR ANY PART THEREOF LYING BETWEEN SAID SURFACE AND 500 FEET BELOW SAID SURFACE", AS RESERVED IN THE DEED FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY, RECORDED DECEMBER 28, 1983, AS INSTRUMENT NO. 83-242907, OF OFFICIAL RECORDS.

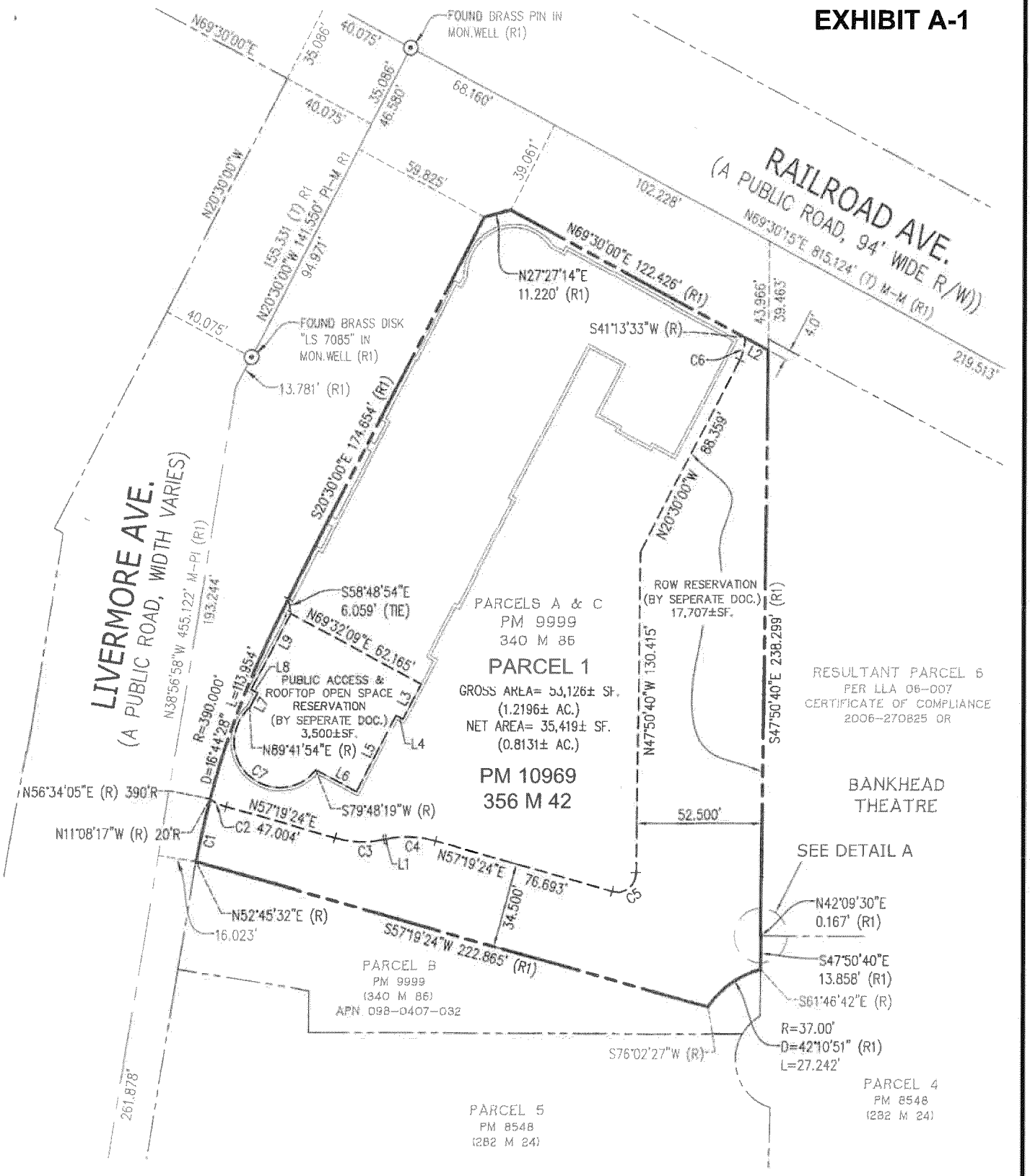
RESERVING THEREFROM:

AN EASEMENT FOR PUBLIC ROOFTOP ACCESS AND USE, UNDER, ON AND OVER THAT PORTION OF SAID PARCEL 1 DEPICTED UPON PARCEL MAP 10969 AS "PUBLIC ACCESS & ROOFTOP OPEN SPACE RESERVATION", FOR THE PURPOSES OF PUBLIC ACCESS AND OPEN SPACE USE OF SAID ROOFTOP, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OF THE PUBLIC FOR PEDESTRIAN ACCESS TO AND FROM SAID ROOFTOP AREA, AS FURTHER DESCRIBED AS FOLLOWS:

THE ROOFTOP PUBLIC OPEN SPACE AREA IS TO INCLUDE A MINIMUM OF 3,500 SQUARE FEET OF PUBLICLY ACCESSIBLE ROOFTOP SPACE WITH SEATING FOR AT LEAST 15 PEOPLE. THE ROOFTOP PUBLIC OPEN SPACE AREA IS BE LOCATED ON THE SOUTHERN SIDE OF THE ROOFTOP AREA AND IT WILL BE AVAILABLE FOR PUBLIC USE AT LEAST 6 DAYS EACH WEEK OF THE YEAR FROM 11 A.M. TO 8 P.M. IN ADDITION, PUBLIC USE OF THE ROOFTOP OPEN SPACE WILL BE AVAILABLE EACH YEAR FROM 9:00 A.M. TO 10:00 P.M. ON THE FOURTH OF JULY, FROM 9:00 A.M. TO 9:00 P.M. FOR THE WINTER HOLIDAY PARADE EVENT AND THE RODEO PARADE, AND FROM 11 A.M. TO 8 P.M. ON ALL OTHER HOLIDAYS.

APN: 098-0407-031-00 (AFFECTS A PORTION OF THE ABOVE DESCRIBED LAND)
098-0407-033-00 (AFFECTS THE REMAINDER OF THE ABOVE DESCRIBED LAND)

EXHIBIT A-1



	PLAT - PARCEL 1 PARCEL MAP 10969 LIVERMORE, CALIFORNIA	DATE June 2024 SCALE BY JOB NO. SHEET

EXHIBIT A-1

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N30°45'30"E	1.115'
L2	S69°30'00"W	11.024'
L3	S20°27'51"E	16.268'
L4	S69°32'09"W	3.332'
L5	S20°27'51"E	35.501'
L6	S69°30'18"W	19.222'
L7	N20°27'51"W	6.812'
L8	S69°32'09"W	3.000'
L9	N20°27'51"W	35.009'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	390.000'	3°48'34"	25.929'
C2	20.000'	21°32'19"	7.518'
C3	45.000'	26°33'54"	20.864'
C4	45.000'	26°33'54"	20.864'
C5	8.000'	105°10'04"	14.684'
C6	19.000'	28°16'27"	9.376'
C7	19.042'	189°53'35"	63.109'

PLAT - PARCEL 1
PARCEL MAP 10969

LIVERMORE, CALIFORNIA

DATE	
SCALE	
BY	
JOB NO.	
SHEET	

EXHIBIT K-1

NOTICE TO BORROWER:

THIS DOCUMENT CONTAINS PROVISIONS
RESTRICTING RESALE AND ASSUMPTIONS

AMENDED PROMISSORY NOTE

First Amendment to the Amended and Restated Disposition,
Development and Loan Agreement Hotel Parcel Loan

Principal Amount: $64,368.90 _____, 2024

APN 098-00407-031 & 033

FOR VALUE RECEIVED, the undersigned 2205 Railroad Avenue LLC, a Delaware Limited Liability Company ("Borrower") whose address is 262 Glorietta Boulevard, Orinda, California 94563, hereby promise(s) to pay to the order of the City of Livermore, a municipal corporation ("City"), at 1052 South Livermore Avenue, Livermore, California 94550, the principal amount of SIXTY-FOUR THOUSAND THREE HUNDRED SIXTY-EIGHT and 90/100 DOLLARS ($64,368.90), without any interest accrued thereon, as set forth in this Promissory Note ("Note").

Pursuant to that certain First Amendment to the Amended and Restated Disposition, Development and Loan Agreement ("DDLA") dated July 22, 2024, by and between City and Borrower (the "Developer"), the Developer agreed to construct a four-story approximately 65,000-75,000 square foot hotel containing between 125-135 rooms, approximately 1,400-2,000 square feet of economically viable meeting space, a roof-top deck and related hotel amenities and improvements (the "Project") on the Property (defined below) and agreed to satisfy a portion of the parking requirements identified in the conditions for approval for the Project on the Parking Parcel, as more particularly described in the DDLA.

In accordance with the DDLA, the property consists of the parcel located on the southeast corner of South Livermore Avenue and Railroad Avenue in downtown Livermore in the City of Livermore, Alameda County, California (APNs: 098-0407-031-00 and 098-0407-033-00) as more particularly described and depicted as Parcel 1 on Parcel Map 10969 and in Exhibit A attached hereto (the "Property" or "Hotel Parcel").

In accordance with the DDLA, the Borrower intends to purchase, develop, own, and operate the Project on the Hotel Parcel. Pursuant to the DDLA and its terms and conditions for the loan, the City has made a loan to Borrower in the original principal amount of SIXTY-FOUR

THOUSAND THREE HUNDRED SIXTY-EIGHT AND 90/100 DOLLARS ($64,368.90) to fund the acquisition of the Hotel Parcel (the "Hotel Parcel Loan").

This Note is made and delivered pursuant to and in conjunction with the DDLA entered into by and between the City and Borrower dated as of even date herewith. All capitalized terms not otherwise defined in this Note shall have the meanings set forth in the DDLA.

1. Borrower's Obligation. This Note evidences the Borrower's obligation to pay the City the Principal Amount, as that term is subsequently defined, loaned to the Borrower by the City to finance the Hotel Parcel for the Project, as set forth in the DDLA. As a condition of receiving the Principal Amount, the Borrower promises and agrees to comply with all terms and conditions of this Note.

2. Principal. The principal amount of this Note, $64,368.90 ("Principal Amount"), loaned to the Borrower by the City to finance the purchase of the Hotel Parcel for the Project, as set forth in the DDLA.

3. Interest. There shall be no interest due on the Note.

4. Term. The entire indebtedness evidenced by this Note shall be repaid to the City no later than December 31, 2026; unless otherwise terminated for infeasibility in accordance with the DDLA.

5. No Assumption. Except as may be otherwise set forth in this Agreement and the DDLA, this Note shall not be assumable by the successors and assigns of Borrower without the City's prior written consent.

6. Security. This Note is secured by that certain Deed of Trust and Assignment of Rents executed concurrent with this Note and recorded against the Hotel Parcel in the Official Records of Alameda County, wherein the Borrower is the Trustor, and the City is the Beneficiary (the "Security Instrument"). City shall be entitled to the benefits of the Security Instrument and shall have the right to enforce the covenants and agreements contained herein, in the Security Instrument, and in the DDLA executed by and between the Borrower and the City as a condition of the DDLA. Any restrictive covenants executed by and between City and Borrower as a condition of the DDLA shall remain effective for the full duration of those restrictions and shall survive repayment of this Note as set forth in the DDLA.

7. Repayment. The Borrower shall not be required to make any payments under this Note until such time as this Note becomes due and payable in full pursuant to the following sentence. This Note becomes due and payable in full on the earlier of: (a) the date of any Transfer, as defined in the DDLA not authorized by the City; (b) an Event of Default by Borrower which has not been cured as provided for in the DDLA; but in any event (c) no later than December 31, 2025. Any payments made by Borrower pursuant to this section shall

be applied to reduce the Principal Amount of the Hotel Parcel Loan. All payments by the Borrower shall be paid to the City in currency of the United States of America, which at the time of the payment is lawful for the payment of public and private debts.

All payments on this Note shall be made payable to the City of Livermore and shall be delivered to the City at 1052 South Livermore Avenue, Livermore, California, 94550, or to such other place as the City may from time-to-time designate.

All payments on this Note shall be without expense to the City, and the Borrower agrees to pay all costs and expenses incurred in connection with the payment.

8. Prepayment. At its option and without any premium or penalty, Borrower may pay all or a portion of the outstanding Principal Amount prior to the amount becoming due. The Borrower may make such prepayments at any time. All prepayments shall be applied by the City to reduce the amount of the outstanding Principal Amount owed under this Note.

9. Encumbrances. The Borrower shall not encumber either or both the Hotel Parcel or Parking Parcel, permit the covenancy, transfer, or encumbrance of either or both the Hotel Parcel or Parking Parcel, allow the placement of any liens, notes, or deeds on either or both the Hotel Parcel or Parking Parcel, or use either or both the Hotel Parcel or the Parking Parcel as security for any note or loan, without the City's prior written approval; provided, however, that the approval of encumbrances consistent with the approved financing plan included in the DDLA shall not be unreasonably withheld. Any written approval by the City shall be consistent with the requirements of Section 15 below.

10. Payment Acceleration. The Principal Amount of this Note, together with all accrued interest and other outstanding payments and penalties, shall become immediately due and payable upon the occurrence of any of the following events, each subject to any applicable notice and cure periods:

A. The Borrower fails to use the Hotel Parcel or Parking Parcel, or both, in accordance with the DDLA;
B. The Borrower fails to cure a default consistent with the requirements of Section 11 below;
C. The transfer of the Hotel Parcel, Parking Parcel, or this Note in violation of Section 13, and without the City's written approval consistent with the requirements of Sections 14 and 15 below;
D. The encumbrance of the Hotel Parcel or Parking Parcel, or both, in violation of Section 9, without the City's written approval consistent with the requirements of Sections 9 and 15; and
E. Borrower is found to be in Default of the DDLA.

11. Default – Notice & Opportunity to Cure. If in the City's sole discretion, the Borrower fails to observe or perform any condition contained herein, or take diligent action towards the cure or remedy of such event, for a period of thirty (30) days after written notice from the City specifying such failure and requesting that it be cured, such event shall be deemed a default and the City shall be entitled, and in addition to all other remedies provided by law or in equity, to compel specific performance by the Borrower of its obligations under this Note. Any investor, limited partner of Borrower or Borrower's assignee shall have the same notice and cure rights granted to Borrower, and any cure tendered by such investor shall be accepted or rejected on the same basis as if tendered by Borrower.

12. Default Rate. Upon the occurrence of an Event of Default, interest shall automatically be increased without notice to the rate of the lesser of ten percent (10%) per annum or the maximum rate permitted by law (the "Default Rate"); provided, however, if any payment due hereunder is not paid when due, the Default Rate shall apply to commence upon the due date for such payment. When Borrower is no longer in default, the Default Rate shall no longer apply. Notwithstanding the foregoing provisions, if the interest rate charged exceeds the maximum legal rate of interest, the rate shall be the maximum rate permitted by law. The imposition or acceptance of the Default Rate shall in no event constitute a waiver of a default under this Note or prevent City from exercising any of its other rights or remedies.

13. Prohibited Transfers. Except as otherwise permitted by the terms of this Note or the DDLA, the Borrower is prohibited from transferring by sale, lease, trade, exchange, rental, gift, assignment, conveyance, the Hotel Parcel or Parking Parcel, or any parts thereof, or any trust or power, or any transfer in any other mode or form, of the Hotel Parcel or Parking Parcel, or any parts thereof or any interests therein; provided, however, that the Borrower may transfer any or all of its interest in the Hotel Parcel or Parking Parcel, or both, to a subsidiary or affiliate controlled by Borrower. Notwithstanding anything to the contrary contained herein, this Note shall be assignable and transferable in whole or in part to one or more limited partnerships affiliated with Borrower, so long as any such assignment or other document evidencing such assignment is acceptable to the City.

14. Permitted Transfers. Under the following limited circumstances, the City may give its prior written approval for the transfer of the Hotel Parcel, the Parking Parcel, or both: The Hotel Parcel and Parking Parcel are to be transferred to another qualified developer, as pre-determined by the City, who will assume the Borrower's rights and obligations under the Deed of Trust, this Note, and the DDLA.

15. Prior Written Approval. The City shall not unreasonably withhold its written approval of permitted transfers, encumbrances, and refinancing by the Borrower. However, the City may only give written approval of those transfers, encumbrances, and refinancing authorized by this Note and the DDLA. The Borrower must request the City's written approval prior to pursuing any transfer, encumbrance, or refinancing. If not approved, or in violation of this Note, any unapproved transfer, encumbrance, or refinancing shall be null and void and the

Borrower must deliver to the City any profits or benefit received from the transaction consistent with the requirements of Section 24.

16. Audit and Inspection. To the extent permissible under laws and regulations protecting individual confidentiality, the City shall have access to and is hereby authorized by the Borrower to inspect, make copies or photographs of, the Hotel Parcel, the Parking Parcel, books, utility accounts, and records of the Borrower pertaining to this Note and the Borrower's use of the Hotel Parcel and the Parking Parcel.

17. Notices. Any demand or notice which either party desires to deliver to the other shall be in writing and shall be delivered by hand, sent by a recognized overnight courier, deposited in the United States mail with first-class prepaid postage and a return receipt requested, to ensure timely and complete delivery to the other party at the addresses noted in the DDLA.

18. Attorney Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay all costs and expenses of collection and reasonable attorney fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

19. Severability. Every provision of this Note is intended to be severable. If any provision is held by a court of competent jurisdiction to be invalid, illegal, and unenforceable, the validity, legality, and enforceability, of the remaining provisions shall not in any way be affected or impaired.

20. Interpretation. The provisions of this Note have been arrived at through negotiation and each party had a full and fair opportunity to revise the provisions and have them reviewed by legal counsel. The parties agree that any ambiguities in construing or interpreting this Note shall not be resolved against either party as the drafting party. In the event of an inconsistency or conflict between the language of this Note and the DDLA, the language of the DDLA shall control.

21. Joint and Several Obligations. This Note is the joint and several obligations of all makers, sureties, guarantors, and endorsers, and shall be binding upon them and their successors and assigns.

22. Negotiability. Except as otherwise provided herein, this Note is non-negotiable and not transferable by the Borrower. The City, in its sole discretion, may, in the event of an Event of Default by the Borrower that is not cured as provided for in the DDLA, negotiate a transfer, assignment, or assumption of this Note to any person and upon a minimum ninety (90) day written notice to the Borrower by the City.

23. Binding Upon Successors. All provisions of this Note shall be binding upon and inure to the benefit of the successors-in-interest, transferees, and assigns of the Borrower and the City, respectively.

24. Nonrecourse. Except as provided in this subsection, neither the Borrower, nor any director or indirect member or interest holder of or in the Borrower, shall have any direct or indirect personal liability for payment of the principal of, and interest on, this Note or the Hotel Parcel Loan. Following recordation of the Deed of Trust, the sole recourse of the City with respect to the principal of, and interest on, this Note and defaults by the Borrower for the use of the Hotel Parcel shall be to the Hotel Parcel; provided, however, that nothing contained in the foregoing limitation of liability shall (i) limit or impair the enforcement against all such security for this Note of all the rights and remedies of the City against Borrower hereunder, or (ii) be deemed in any way to impair the right of the City to assert the unpaid principal amount of this Note as demand for money against Borrower within the meaning and intendment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on this Note and the performance of the Borrower obligations under the Deed of Trust for the Hotel Parcel, except as hereafter set forth; nothing contained herein is intended to relieve the Borrower of its obligation to indemnify the City under any article or section of the DDLA, or liability for (i) fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Hotel Parcel that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by the Borrower other than in accordance with the Deed of Trust; and (iv) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Hotel Parcel.

25. Counterparts. This Agreement may be executed and delivered in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email, or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals and shall be valid and effective for all purposes.

[Signatures on the Following Page]

EXHIBIT K-1

DATE:

BORROWER:

2205 RAILROAD AVENUE LLC,
a Delaware limited liability company

By: 2205 Railroad Member LLC, a Delaware limited liability company
Its: Sole Member

By: PresidioCo Bay Area LLC, a Delaware limited liability company
Its: Manager

_____
By: Rikesh Patel
Its: Manager

DATE:

CITY:

CITY OF LIVERMORE,
a municipal corporation

_____
By: Marianna Marysheva
Its: City Manager

APPROVED AS TO FORM

_____
Deputy/Assistant/City Attorney

Exhibit A – Property Description – Hotel Parcel

EXHIBIT A

Legal Description Hotel Parcel

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

PARCEL 1, PARCEL MAP 10969, FILED AUGUST 30, 2022, BOOK 356 OF MAPS, PAGE 42, ALAMEDA COUNTY RECORDS.

EXCEPTING THEREFROM:

THAT PORTION THEREOF LYING BELOW A DEPTH OF 500 FEET, MEASURED VERTICALLY, FROM THE CONTOUR OF THE SURFACE OF SAID PROPERTY, HOWEVER, GRANTOR, OR ITS SUCCESSORS AND ASSIGNS, SHALL NOT HAVE THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF SAID PROPERTY OR ANY PART THEREOF LYING BETWEEN SAID SURFACE AND 500 FEET BELOW SAID SURFACE", AS RESERVED IN THE DEED FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY, RECORDED DECEMBER 28, 1983, AS INSTRUMENT NO. 83-242907, OF OFFICIAL RECORDS.

RESERVING THEREFROM:

AN EASEMENT FOR PUBLIC ROOFTOP ACCESS AND USE, UNDER, ON AND OVER THAT PORTION OF SAID PARCEL 1 DEPICTED UPON PARCEL MAP 10969 AS "PUBLIC ACCESS & ROOFTOP OPEN SPACE RESERVATION", FOR THE PURPOSES OF PUBLIC ACCESS AND OPEN SPACE USE OF SAID ROOFTOP, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OF THE PUBLIC FOR PEDESTRIAN ACCESS TO AND FROM SAID ROOFTOP AREA, AS FURTHER DESCRIBED AS FOLLOWS:

THE ROOFTOP PUBLIC OPEN SPACE AREA IS TO INCLUDE A MINIMUM OF 3,500 SQUARE FEET OF PUBLICLY ACCESSIBLE ROOFTOP SPACE WITH SEATING FOR AT LEAST 15 PEOPLE. THE ROOFTOP PUBLIC OPEN SPACE AREA IS BE LOCATED ON THE SOUTHERN SIDE OF THE ROOFTOP AREA AND IT WILL BE AVAILABLE FOR PUBLIC USE AT LEAST 6 DAYS EACH WEEK OF THE YEAR FROM 11 A.M. TO 8 P.M. IN ADDITION, PUBLIC USE OF THE ROOFTOP OPEN SPACE WILL BE AVAILABLE EACH YEAR FROM 9:00 A.M. TO 10:00 P.M. ON THE FOURTH OF JULY, FROM 9:00 A.M. TO 9:00 P.M. FOR THE WINTER HOLIDAY PARADE EVENT AND THE RODEO PARADE, AND FROM 11 A.M. TO 8 P.M. ON ALL OTHER HOLIDAYS.

APN: 098-0407-031-00 (AFFECTS A PORTION OF THE ABOVE DESCRIBED LAND)
098-0407-033-00 (AFFECTS THE REMAINDER OF THE ABOVE DESCRIBED LAND)

EXHIBIT N-1

Amended DDLA Schedule of Performance

This is an amended schedule of performance and all items not modified by this amended performance schedule and or completed prior to this amended schedule of performance shall remain in effect.

	Pre-Escrow Requirements	Original Due Date	Amended Due Date
1	Pre-submittal meeting between City and Developer for entitlements	Completed	
2	Developer submittal of entitlement package	Completed	
3	Developer submittal of complete entitlement package in response to City comments	Completed	
4	Developer submittal Phase 1 for Parking Parcel lot prior to close of escrow	Completed	
5	Developer completes purchase of Parking Parcel property	Completed	
6	Preliminary pro-forma submitted by Developer to City	Completed	
7	Developer Submittal of Draft Hotel Standard Proposal	Completed	
8	City Council review of entitlement package (date subject to on-time submittal of complete entitlement package)	Completed	
9	City approval of parcel map waiver (staff level - subject to on-time submittal of complete entitlement package)	Completed	
10	Developer and the City have entered into a Lease and Operating Agreement for the Hotel and Parking Parcels	Completed	
11	City records parcel map for Hotel Parcel	Completed	
12	Close of Escrow and final transfer of property to Developer	Completed	
13	Developer Submittal of Final Hotel Standard Proposal	~~3-Jul-23~~	7/3/2025*
14	Building permit submittal by Developer including Hotel, Parking Parcel, Joint Solid Waste Facility and all public improvements	~~18-Aug-23~~	8/18/2025*
15	City response to final Hotel Standard Proposal (date subject to on-time submittal of Final Hotel Standard Proposal in Item 13 above)	~~30-Nov-23~~	11/30/2025*
16	Final submittal of Final Hotel Standards Proposal in response to City comments	~~12-Jan-24~~	1/12/2026*
17	City approval of Final Hotel Standards Proposal, with conditions as needed (date subject to on-time submittal of Item 17 above)	~~2-Feb-24~~	2/2/2026*
18	Developer submittal of letters of intent from lenders/equity partners demonstrating full financing needed to construct	~~15-Feb-24~~	2/15/2026*
19	Submittal of improvement agreement, bonds, and final off-site improvement plans	~~4-Mar-24~~	3/4/2026*
20	Council approval of improvement agreement and public improvements (subject to on-time submittal of Item 18 above)	~~13-May-24~~	5/13/2026*
21	Developer has obtained Building Permit approval by City for Hotel, Parking Parcel and Joint Solid Waste Facility	~~31-May-24~~	5/31/2026*
22	Start of construction of Joint Solid Waste facility and Hotel (Outside Date)	~~30-Jun-24~~	6/30/2026*
23	Joint Compactor/Solid Waste Facility Agreement signed by all applicable parties	~~30-Jun-23~~	7/31/2026*
24	Start of construction of Parking Parcel improvements	~~30-Jan-25~~	1/30/2027*
25	Construction of Hotel and all public improvements, and Parking Parcel complete	~~15-Nov-25~~	11/15/2027*
26	Hotel opens and lump sum payment due for loan + interest on Parking Parcel and final payment due for the Hotel Property purchase	~~31-Dec-25~~	12/31/2027*

EXHIBIT R

RECORDING REQUESTED BY:
Chicago Title Company
Escrow No 36200749.

2022175328 10/21/2022 12:29 PM 5 PGS
OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK, CLERK-RECORDER
RECORDING FEES: $36.00
TOTAL TAX: $79.20
COUNTY TAX PORTION: $39.60
CITY TAX PORTION: $39.60

ELECTRONICALLY RECORDED

WHEN RECORDED MAIL TO:
2205 Railroad Avenue LLC
262 Glorietta Boulevard
Orinda, CA 94563

MAIL TAX STATEMENTS TO:

2205 Railroad Avenue LLC
262 Glorietta Boulevard
Orinda, CA 94563

The Undersigned grantor(s) declare(s): 22-505

DOCUMENTARY TRANSFER TAX $79.20
SURVEY MONUMENT FEE $10.00
Computed on the consideration or value or property conveyed;

APN 098-0407-031-00 & 098-0407-033-00
Property: 2205 Railroad Avenue, Livermore, CA
This document is exempt from the $75 Building Homes and Jobs Act Fee (per Government Code §27388. As it is subject to the imposition of transfer tax.

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

The City of Livermore, a Municipal Corporation ("Grantor")

hereby Grant(s) in fee to

2205 Railroad Avenue LLC, a Delaware limited liability company ("Grantee")

the real property in the City of Livermore
County of Alameda, State of California, as described in Exhibit A with the following restriction:

FOR LEGAL DESCRIPTION
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

GRANTOR:
City of Livermore, a municipal corporation

By: Marianna Marysheva
Its: City Manager

APPROVED AS TO FORM

Jason Alcala
City Attorney

GRANTEE:

2205 Railroad Avenue LLC, a Delaware limited liability company

By: 2205 Railroad Member LLC, a Delaware limited liability company
Its: Sole Member

By: PresidioCo Bay Area LLC, a Delaware limited liability company
Its: Manager

By: Rikesh Patel Rikesh Patel
Its: Manager

ACKNOWLEDGMENT

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

State of California
County of Alameda)

On 10/14/2022 before me, Susan Mendel, Notary Public
(insert name and title of the officer)

personally appeared Marianna Manyshova,
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.

SUSAN RACHEL MENDEL
Notary Public - California
Alameda County
Commission # 2368272
My Comm. Expires Jul 28, 2025

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 California)
County of Contra Costa)

On October 19, 2022 before me,
L. Leenhouts, Notary Public (here insert name and title of the officer),
personally appeared Rikesh Patel
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 L. Leenhouts (Seal)

L. LEENHOUTS
Notary Public - California
Alameda County
Commission # 2280571
My Comm. Expires Mar 12, 2023

(notary)(10-03)(Rev. 10-14)

EXHIBIT A
LEGAL DESCRIPTION

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

PARCEL 1, PARCEL MAP 10969, FILED AUGUST 30, 2022, BOOK 356 OF MAPS, PAGE 42, ALAMEDA COUNTY RECORDS.

EXCEPTING THEREFROM:

THAT PORTION THEREOF LYING BELOW A DEPTH OF 500 FEET, MEASURED VERTICALLY, FROM THE CONTOUR OF THE SURFACE OF SAID PROPERTY, HOWEVER, GRANTOR, OR ITS SUCCESSORS AND ASSIGNS, SHALL NOT HAVE THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF SAID PROPERTY OR ANY PART THEREOF LYING BETWEEN SAID SURFACE AND 500 FEET BELOW SAID SURFACE", AS RESERVED IN THE DEED FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY, RECORDED DECEMBER 28, 1983, AS INSTRUMENT NO. 83-242907, OF OFFICIAL RECORDS.

RESERVING THEREFROM:

PUBLIC ACCESS AND USE TO OVER AND ON SAID ROOFTOP PUBLIC OPEN SPACE DESCRIBED IN EXHIBIT A. THE ROOFTOP PUBLIC OPEN SPACE AREA IS TO INCLUDE A MINIMUM OF 3,500 SQUARE FEET OF PUBLICLY ACCESSIBLE ROOFTOP SPACE WITH SEATING FOR AT LEAST 15 PEOPLE. THE ROOFTOP PUBLIC OPEN SPACE AREA IS BE LOCATED ON THE SOUTHERN SIDE OF THE ROOFTOP AREA AND IT WILL BE AVAILABLE FOR PUBLIC USE AT LEAST 6 DAYS EACH WEEK OF THE YEAR FROM 11 A.M. TO 8 P.M. IN ADDITION, PUBLIC USE OF THE ROOFTOP OPEN SPACE WILL BE AVAILABLE EACH YEAR FROM 9:00 A.M. TO 10:00 P.M. ON THE FOURTH OF JULY, FROM 9:00 A.M. TO 9:00 P.M. FOR THE WINTER HOLIDAY PARADE EVENT AND THE RODEO PARADE, AND FROM 11 A.M. TO 8 P.M. ON ALL OTHER HOLIDAYS.

APN: 098-0407-031-00 (AFFECTS A PORTION OF THE ABOVE DESCRIBED LAND)
098-0407-033-00 (AFFECTS THE REMAINDER OF THE ABOVE DESCRIBED LAND)

LEASE AND OPERATING AGREEMENT
2080 RAILROAD AVENUE

(The Parking Parcel)

THIS LEASE AND OPERATING AGREEMENT ("Lease Agreement") dated as of this 3rd day of May, 2022, is made and entered into by and between 2080 Railroad Avenue LLC, a Delaware Limited Liability Company ("Lessor") and the City of Livermore, a municipal corporation ("City" or "Lessee").

RECITALS

A. 2205 Railroad Avenue, LLC ("Developer") desires to construct a four story approximately 65,000-75,000 square foot hotel, containing between 125-135 hotel rooms on City-owned parcels located on the southeast corner of South Livermore Avenue and Railroad Avenue in downtown Livermore (hereinafter "Hotel"). As part of the conditions of approval for the Hotel, Developer is required to comply with the City's parking requirements for the Downtown Specific Plan.

B. Lessor, an affiliate of Developer and Developer's parent company, owns that particular piece of real property located on the northwest corner of Railroad Avenue and North K Street in downtown Livermore commonly known as 2080 Railroad Avenue (APN 098-0282-009-00) as more particularly described in Exhibit A, attached hereto and incorporated herein. At the time construction of the Hotel is complete, Developer, through a use agreement with Lessor, intends to use the property as a valet parking lot to satisfy a portion of the City's parking requirements for the Hotel (hereinafter "Parking Parcel").

C. On January 14, 2022, the City and Developer entered into a Disposition, Development and Loan Agreement (the "DDLA") wherein the City made a Site Acquisition Loan to Developer to fund the acquisition of the Parking Parcel. On February 2, 2022, Developer assigned and conveyed to Lessor all of its rights and obligations under the DDLA related to the Site Acquisition Loan, the acquisition of the Parking Parcel, and the Lease and Operating Agreement for the Parking Parcel, and Lessor accepted and assumed all such rights and obligations.

D. Lessor has agreed to lease the Parking Parcel to City at no cost for use as a temporary surface public parking lot or public valet parking lot for a period of three years from the effective date of this Lease Agreement or the date when construction of the Hotel is at least 40 percent complete, whichever is earlier. However, at a minimum, the City shall be permitted to use the Parking Parcel until September 30, 2024. Upon satisfaction of these requirements, Lessor may terminate this Lease Agreement to allow Lessor to begin the construction of permanent parking improvements on the Parking Parcel.

E. Prior to the construction of permanent parking improvements on the Parking Parcel for the Hotel, City desires to lease from Lessor and Lessor desires to lease to City the Parking Parcel (hereinafter "Parking Parcel" or "Leased Premises") as more particularly described in Exhibit A. The Leased Premises is approximately 33,695 square feet of vacant and undeveloped land.

F. The Lessor desires to lease the Leased Premises to City and City desires to lease the Leased Premises from Lessor on the terms and conditions contained in this Lease Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. **Leased Premises.** Lessor leases to City and City leases from Lessor, the Leased Premises which consists of approximately 33,695 square feet of vacant and undeveloped land, as more particularly described in Exhibit A.

2. **Possession; Delay in Delivery of Possession.**

(a) Except as otherwise provided in this Lease, City agrees to accept possession of the Leased Premises in its existing "as is" condition, including, but not limited to, all patent and latent defects and subject to all applicable laws, ordinances, and regulations governing and regulating the use of the Parking Parcel and/or the Leased Premises and any recorded covenants, conditions, restrictions, easements, licenses, or right of ways.

(b) If Lessor, for any reason whatsoever, cannot deliver possession of the Leased Premises to City on or before the commencement date, this Lease Agreement shall not be void or voidable and no obligation of City shall be affected thereby, and neither Lessor nor Lessor's agents shall be liable to City for any loss or damage resulting therefrom.

3. **Rent.** As a condition of the loan from City to Lessor to purchase the Parking Parcel, Lessor agrees to lease the Leased Premises to the City at no cost for use as a temporary surface public parking lot and/or public valet parking lot. The no cost lease is a condition of the loan the City has provided to Lessor for the purchase of the Parking Parcel through the DDLA. City shall be responsible for all costs associated with the City's use of the Leased Premises.

4. **Term.** This Lease Agreement shall commence on February 14, 2022 ("Commencement Date") and terminate three years from the effective date of this Lease Agreement or the date when construction of the Hotel is at least 40% complete, whichever is earlier ("Term"). However, at a minimum, the City shall be permitted to use the Parking Parcel until September 30, 2024. Upon satisfaction of these requirements, Lessor may terminate this Lease Agreement to allow Lessor to begin construction of permanent parking improvements on the Leased Premises. This Lease Agreement shall supersede and replace any other lease between said parties, or their predecessors in interest, concerning the use of the Leased Premises, or any other space or area of the Leased Premises.

5. **City's Use of Leased Premises.**

(a) **Use of Leased Premises.** City shall only use the Leased Premises for the

purpose of a temporary surface public parking lot, a public valet parking lot, or both.

(b) **Rules Regarding Use**. City shall observe and comply with the rules and regulations annexed to this Lease Agreement and, City's use of the Leased Premises shall be subject to the following rules:

(i) City shall not allow, authorize, or permit the Leased Premises, or any part thereof, to be used for any use or any illegal activity or purpose in violation of federal or state laws and/or ordinances, regulations and requirements of County, City, or any other enforcement authority.

(ii) City shall not commit, allow, or permit to be used for any offensive or improper use or nuisance, the Leased Premises which may unreasonably or unlawfully disturb or damage the Parking Parcel or Leased Premises.

(iii) City shall not leave or store any trash, garbage, or refuse of any kind in, on, or about the Leased Premises and shall cause any refuse, trash, or other waste deposited on the Leased Premises by any of its employees, agents, or representatives to be picked up and disposed of in the appropriate manner so as to keep the Leased Premises in a neat and clean condition.

(iv) City shall not use, commit, allow, or permit to be used or committed, any waste upon the Leased Premises.

(c) **Hazardous Materials**. City shall not cause or permit any Hazardous Materials to be permanently stored, used or disposed of in the Parking Parcel or Leased Premises, by City's agents, employees, contractors or invitees, without having obtained Lessor's prior, written consent. For purposes of this Lease Agreement, the following terms shall have the meanings set forth below:

"Hazardous Materials" shall mean any toxic or hazardous wastes, pollutants, materials or substances, including, without limitation, asbestos, PCB's, petroleum products, radioactive substances or their by-products, other substances defined or listed as "hazardous substances," "hazardous materials," "hazardous wastes" or "toxic substances in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C §§ 5101 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Toxic Substance Control Act of 1976, 15 U.S.C. §§ 2601 et seq.; any "toxic pollutant" under the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; any hazardous air pollutant under the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the California Hazardous Substance Account Act, California Health & Safety Code ("HSC") §§ 25300 et seq., the Hazardous Waste Disposal Land Use Act, HSC §§ 25100 et seq.; in or pursuant to or identified as causing cancer or reproductive toxicity in the California Safe Drinking Water & Toxic Enforcement Act of 1986, HSC §§ 25249.5 et seq.; and HSC §§ 25117, 25316; all as such laws may be amended; any hazardous or toxic substance, material, chemical, waste, or pollutant now or hereafter

regulated under any other applicable Federal, State, or local environmental laws, without limitation; and any other matter in the nature thereof arising pursuant to the jurisdiction of any public agency.

"Hazardous Discharge" and "Contamination" shall mean the happening of any event involving an emission, spill, release, or discharge ("Release") into or upon (i) the air, (ii) soils or any improvements located thereon, (iii) surface or ground water, (iv) the sewer, septic system, or waste treatment, storage, or disposal system servicing the Premises, of any Hazardous Material, or (v) any other matter in the nature thereof arising pursuant to the jurisdiction of any public agency.

"Environmental Laws" shall mean all applicable Federal, State, and local laws, ordinances, regulations, orders, procedures, policies, and directives of every kind and nature whatsoever pertaining to Hazardous Materials in, at, on, under, or from the Leased Premises or any portion thereof.

6. **Minor Improvements.** Subject to Lessor's approval, City may, construct, install, maintain, repair and replace, if necessary, minor improvements on the Leased Premises which include, but are not limited to, minor grading, installation of gravel or other suitable parking surface, driveway improvements, signage, lighting and other necessary improvements in order to provide a temporary surface public parking lot and/or public valet parking lot ("Minor Improvements"). Lessor shall notify the City within 10 calendar days of any request by the City for minor improvements on the Leased Premises. Failure of Lessor to respond to the City's request within 10 calendars days shall be deemed an approval.

7. **City Obligations.**

(a) Services and Utilities. City shall provide basic electricity and power for the Leased Premises.

(b) Maintenance. Except as otherwise provided herein, City shall at its own cost and expense, maintain the Leased Premises and every part thereof, in good and sanitary order, condition, and repair. City shall be responsible for the cost of any and all repairs or maintenance to the Leased Premises, caused by negligent, careless, or willful acts of City, its employees, agents, equipment, or invitees.

8. **Condition of Leased Premises.** City represents and warrants that it has made a thorough and complete inspection of the Leased Premises using qualified consultants and experts of its own choosing, and the Leased Premises is suitable for a temporary surface public parking lot and/or public valet parking lot and is in good and sanitary order, repair, and condition. City hereby accepts the Leased Premises in its present condition and, except as otherwise may be set forth herein, without representation or warranty by Lessor as to the condition of such Leased Premises or as to the use of the Leased Premises.

9. Construction and Repair.

(a) Mechanic's Lien. City shall pay, or cause to be paid, all costs and expenses for work done by City, or caused to be done by City, on the Leased Premises of a character which could result in any lien on the Parking Parcel, and City will keep the Parking Parcel free and clear of any mechanic's lien and/or other lien on account of work done for City or at its request.

Should any claims of lien be filed and/or recorded against the Parking Parcel, or any action affecting the title thereto commenced, City shall give Lessor written notice thereof as soon as it has knowledge of the action.

(b) Construction. City shall not build or construct any improvement, except for those set forth in Sections 6 and 7 above, or make any structural change, addition, or remodeling to the Leased Premises without the Lessor's prior written consent. In the event that Lessor provides City with written consent, City shall at its own cost comply with any and all Federal, State, or local laws and/or regulations applicable to any such construction, alteration, or remodeling to or within the Leased Premises to upgrade them to satisfy current standards.

10. Destruction. If the Leased Premises is totally destroyed during the term of this Lease Agreement by fire, flood, earthquake, or other casualty, whether or not covered by insurance, this Lease Agreement shall terminate.

11. Condemnation. If all or part of the Leased Premises is taken by condemnation such that the Leased Premises is no longer usable for a temporary, surface public parking lot and/or public valet parking lot, this Lease Agreement shall terminate. City shall be entitled only to that portion of the proceeds of condemnation which is directly attributable to the value of City's interest in this Lease Agreement.

12. Compliance with Laws. City agrees to comply with all applicable zoning, municipal, county and state laws, ordinances and regulations governing the use of the Leased Premises. City agrees to secure and maintain throughout the Term and any Extended Term any federal, state or local licenses or permits required in order to use the Leased Premises for a temporary surface public parking lot and/or public valet parking lot. City's failure to do so shall be considered a material breach of this Lease Agreement.

13. Assignment.

(a) Prohibition Against Assignment and Encumbrance. This Lease Agreement and any rights or obligations of City hereunder shall not be sold, assigned, transferred, leased, assigned, sublet, conveyed, hypothecated either in whole or in part, or in any manner, without Lessor's prior written consent. The City shall not allow any other person or entity to occupy or use all or any part of the Property or Leased Premises without first obtaining Lessor's written consent. Consent to any assignment shall not constitute a further waiver of the provisions of this section.

(b) Involuntary Assignment. No interest of City in this Lease Agreement shall be assignable by operation of law, including, without limitation, the transfer of this Lease Agreement by testacy or intestacy. Each of the following acts shall be considered an involuntary assignment:

(i) If City is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which City is the bankrupt party; or, if the City is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors;

(ii) If a writ of attachment or execution is levied on this Lease Agreement;

(iii) If, in any proceeding or action to which City is a party, a receiver is appointed with authority to take possession of the Leased Premises.

(iv) An involuntary assignment shall constitute a default by City and Lessor shall have the right to elect to terminate this Lease Agreement, in which case this Lease Agreement shall not be treated as an asset of City.

(v) If a writ of attachment or execution is levied on this Lease Agreement, City shall have ten (10) days in which to cause the attachment or execution to be removed. If any involuntary proceeding in bankruptcy is brought against City, or if a receiver is appointed, City shall have sixty (60) days in which to have the involuntary proceeding dismissed or the receiver removed.

14. Taxes. Lessor shall pay during the term of this Lease Agreement, without abatement, deduction, or offset, any and all real and personal property taxes, general and special assessments, and other charges (including any increase caused by a change in the tax rate or by a change in assessed valuation) of any description levied or assessed during the term of this Lease Agreement by any governmental agency or entity on or against the Parking Parcel, the Minor Improvements located on the Parking Parcel, personal property located on or in the Parking Parcel or Minor Improvements, and the leasehold interest created by this Lease Agreement.

15. Lessor Refinancing. City is aware that Lessor is leasing its interest in the Leased Premises to City and that Lessor's leasehold interest in the Leased Premises is related to an outstanding lease financing. City agrees that it will use best efforts to cooperate with Lessor in connection with a refinancing of the outstanding lease financing, including executing any estoppel, consent, and other similar documents requested by the Lessor.

16. Indemnity. City agrees to and shall defend, indemnify, protect and hold harmless Lessor, its officers, directors, employees and agents harmless from and against any and all loss, damage, injury, accident, casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or

property arising from or related to any act or omission of City, its employees, agents or contractors, the City's use of the Leased Premises, the City's installation and maintenance of Minor Improvements on the Leased Premises, or as a result of this Lease Agreement. To the greatest extent by law, City waives all claims or demands against Lessor for any loss, damage, or injury to Lessor or Lessor's' property in connection with this Lease Agreement or the operation or use of the Lessors property by City or its agents, servants or contractors or employees and agrees to so indemnify and hold Lessor harmless.

17. Insurance. The City is self-insured and a member of excess pools for General, Auto, and Professional Liability and Workers' Compensation. Specific documentation will be provided upon request from Lessor.

18. Termination.

(a) Termination for Cause. In the event City engages in, or permits any other person to engage in, any illegal activities in, on, or about the Parking Parcel, or the Leased Premises, whether with or without a criminal conviction, Lessor shall have the right to immediately terminate this Lease Agreement and demand City surrender the Leased Premises.

Except for immediate termination as provided for in this Lease Agreement, should City at any time during the term of this Lease Agreement be in default in the performance of any of the terms, conditions, rules, covenants, or requirements herein contained or otherwise agreed to by the parties, including the rules and regulations established by Lessor regarding the use of, or access to, the Parking Parcel and Leased Premises, and should such default continue for thirty (30) days after written notice thereof from Lessor to City specifying the particulars of such default, or should City vacate or abandon the Leased Premises, then in any such event it shall be at the option of the Lessor, the Lessor's right to declare this Lease Agreement terminated and re-enter the Leased Premises and take possession thereof and remove City's fixtures and furnishings, and City shall have no further claim thereon or hereunder.

(b) Lessor's remedies in this section shall be in addition and supplemental to any and all other rights or remedies which Lessor may have pursuant to this Lease Agreement and/or under the law.

19. Default. Any of the following events or occurrences shall constitute a material breach of this Lease Agreement by City and, after the expiration of any applicable grace period, shall constitute an event of default (each an "Event of Default"):

(a) The failure by City to perform any obligation under this Lease Agreement, which by its nature City has no capacity to cure;

(b) The failure by City to perform any other obligation under this Lease Agreement, if the failure has continued for a period of ten (10) days after Lessor demands

in writing that City cure the failure. If, however, by its nature the failure cannot be cured within ten (10) days, City may have a longer period as is necessary to cure the failure, but this is conditioned on City's promptly commencing to cure within the ten (10) day period and thereafter completing the cure within thirty (30) days after Lessor demands in writing that City cure the failure. City shall indemnify and defend Lessor against any liability, claim, damage, loss, or penalty that may be threatened or may in fact arise from that failure during the period the failure is uncured;

(c) Any of the following: a general assignment by City for the benefit of City's creditors; any voluntary filing, petition, or application by City under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment, vacation, or surrender of the Leased Premises by City without Lessor's prior written consent; or the dispossession of City from the Leased Premises (other than by Lessor) by process of law or otherwise;

(d) The abandonment of the Leased Premises by City.

20. Remedies. Upon the occurrence of an Event of Default, Lessor may pursue all rights or remedies available to Lessor at law or in equity.

21. Waiver. Any express or implied waiver of a breach of any term of this Lease Agreement shall not constitute a waiver of any further breach of the same or other term of this Lease Agreement; and the acceptance of rent shall not constitute a waiver of any breach of any term of this Lease Agreement, except as to the payment of rent accepted.

22. Surrender of Leased Premises. Upon the expiration of this Lease Agreement, or no later than ten (10) days after its termination, City shall surrender the Leased Premises to Lessor, and all improvements and alterations thereto, in good condition except for ordinary wear and tear occurring after the last necessary maintenance made by City and/or destruction to the Leased Premises covered by Section 10 of this Lease Agreement.

Lessor may elect to retain or dispose of in any manner any alterations, improvements, fixtures, or furnishings that City does not remove from the Leased Premises on expiration or termination of the Lease Agreement by giving at least ten (10) days' notice to City. Title to any such improvements, alterations, fixtures, or furnishings that Lessor elects to retain or dispose of on expiration of the ten (10) day period shall vest in Lessor. City waives all claims against Lessor for any damage to City resulting from Lessor's retention or disposition of any such improvements, alterations, fixtures, or furnishings. City shall be liable to Lessor for Lessor's costs for storing, removing, and disposing of any improvements, alterations, fixtures, or furnishings.

23. Entry by Lessor. City shall permit Lessor, its officers, employees, and agents to enter into and upon the Leased Premises upon reasonable notice for the purpose of inspecting the Leased Premises, enforcing the rules and regulations under this Lease

Agreement, and the posting of such legal notices as Lessor may deem necessary or convenient.

(a) Lessor and its agents may enter the Leased Premises at any reasonable time upon reasonable notice to City, or immediately in the case of an emergency, for the purpose of: (i) inspecting the Leased Premises; (ii) posting notices of nonresponsibility; (iii) supplying any service to be provided by Lessor to City; (iv) showing the Leased Premises to prospective purchasers, mortgagees, or tenants; (v) making necessary alterations, additions, or repairs as required by this Lease Agreement or to otherwise perform Lessor's duties under this Lease Agreement; (vi) determining whether City is complying with the terms of this Lease Agreement; (vii) performing City's obligations when City has failed to do so after written notice from Lessor, if required by the terms of this Lease Agreement; (viii) placing on the Leased Premises ordinary for lease signs or for sale signs; (ix) doing of other lawful acts that may be necessary to protect Lessor's interest in the Leased Premises under this Lease Agreement; and (x) responding to an emergency.

(b) Lessor shall have the right to use any means Lessor deems necessary and proper to enter the Leased Premises in an emergency. Any entry into the Leased Premises obtained by Lessor in accordance with this section shall not be a forcible or unlawful entry into, or a detainer of, the Leased Premises, or an eviction, actual or constructive, of City from the Leased Premises, nor shall such entry give rise to a claim for rent abatement.

24. Notices. Wherever in this Lease Agreement it shall be required or permitted that notice or demand be given or served by either party to this Lease Agreement to or on the other, such notice or demand shall be given or served in writing and forwarded by registered mail, addressed as follows, though any party may change such address or contact person by written notice by registered mail to the other:

City: Community Development Director
City of Livermore
1052 South Livermore Avenue
Livermore, California 94550

Lessor: 2080 Railroad Avenue LLC
A Delaware limited liability company
Attn: Rikesh Patel, Manager
262 Glorietta Boulevard
Orinda, California, 9456

25. Holding Over. Any holding over without the Lessor's prior written consent shall be prohibited.

26. Modification. This Lease Agreement may only be modified or amended by written agreement signed by both parties hereto.

27. **General Provisions**.

(a) Time of Essence. Time is of the essence for each provision of this Lease Agreement.

(b) Relationship of the Parties. Nothing contained in this Lease Agreement shall be deemed or construed by the parties or by a third party to create the relationship of principal and agent, and/or of partnership, and/or of joint venture, and/or of any association between the parties, other than the relationship of Lessor and the City.

(c) Entire Agreement. This instrument, including any attachments hereto, constitutes the entire agreement of the parties relating to the subject matter of this Lease Agreement and correctly sets forth the rights, duties, and obligations of each party to the other, but this Lease Agreement does not supersede any provision in the DDLA.

(d) Partial Invalidity. If any provision or portion of this Lease Agreement shall be deemed invalid, it is agreed that such invalidity shall affect only such provision or portion thereof, and the remainder of this Lease Agreement shall remain in force and effect.

(e) California Law. This Lease Agreement shall be governed by and construed in accordance with the laws of the State of California.

(f) Review of Lease. Each party to this Lease Agreement declares that prior to the execution of this Lease Agreement, each party had the opportunity to seek the independent advice of counsel and that they apprised themselves of sufficient relevant information in order that they might intelligently exercise their own judgment in deciding whether to execute this Lease Agreement. Each party agrees that they have completely read and understood the Lease Agreement, know the contents thereof, and have signed the Lease Agreement of their own free will and free of any duress. No single party has drafted this Lease Agreement and it shall not be interpreted against any party as the drafting party.

(g) Performance Excused. The parties shall be excused from performance, as hereunder agreed to, if such performance is rendered impossible, impractical, or unreasonably difficult by, but not limited to, any strike, lockout, labor disturbance of any kind, civil commotion, war, acts of terrorism, shortage of any supply or labor, shortage of water, weather, act of government authority, enactment or change in laws or regulations, breakdown of facilities or any cause outside of the parties' control.

(h) Mutual Termination. This Lease Agreement may be terminated at any time concerning the rights and responsibilities of the parties who, between them, agree to such a termination.

(i) Headings. The headings used in this Lease Agreement are intended for reference only and do not define or limit the scope or meaning of any provision of this Lease Agreement.

(j) **Waiver.** A term or condition of this Lease Agreement may be waived at any time by the party entitled to the benefit thereof, but no such waiver shall affect the right of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion or of any other term or condition. City shall not be excused from complying with any of the terms and conditions of this Lease Agreement by any failure of the City upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

(k) **Attachments.** All attachments referred to in and attached to this Lease Agreement are incorporated by reference as though set forth in full.

(l) **Attorney's Fees and Costs.** If either party commences an action against the other party to enforce this Lease Agreement, the prevailing party is entitled to reasonable attorney's fees, costs of suit, investigation costs and discovery costs, including costs of appeal.

****

Signatures and Attachment List on the Next Page

IN WITNESS WHEREOF, the parties to this Lease Agreement have executed this Lease Agreement as of the dates set forth below.

2080 Railroad Avenue LLC
A Delaware limited liability company

By: PresidioCo Bay Area LLC
A Delaware limited liability company
its manager

Lessor
By: _____ Dated: 4/12/2022
Rikesh Patel
Manager

City or Lessee

City of Livermore
A Municipal Corporation

By: _____ Dated: 5/3/22
Marc Roberts
City Manager

Approved as to Form:

By: _____
Assistant/City Attorney

Attachments:
Exhibit A – Legal Description

Exhibit A – Legal Description

Real property in the City of Livermore, County of Alameda, State of California, described as follows:

PARCEL A, AS SHOWN ON PARCEL MAP 4602 FILED JULY 29, 1985, IN BOOK 155 OF MAPS, PAGE 39, ALAMEDA COUNTY RECORDS.

APN: 098-0282-009

PLEASE PLACE RECORDER LABEL BELOW THIS LINE

Recording Requested By &
Return to:

City of Livermore
City Clerk's Office
1052 So. Livermore Ave.
Livermore, CA 94550

2022059386 03/22/2022 01:57 PM 8 PGS
OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK, CLERK-RECORDER
RECORDING FEES: $0.00

No fee for recording
pursuant to Government
Code section 27383

A.P.N.: 098-0407-031-00, 098-0407-033-00, and 098-0282-009-00 22-116

MEMORANDUM OF DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT

THIS MEMORANDUM OF DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT ("Memorandum") is made as of February 2, 2022, by and between the 2205 Railroad Avenue LLC, a Delaware limited liability company (the "Developer"), and the City of Livermore (the "City"), to confirm that the City and Developer are parties to that certain Amended and Restated Disposition, Development and Loan Agreement between the City and the Developer dated as of January 14, 2022, as may be amended from time-to-time (the "DDLA"). The DDLA concerns the sale of real property in Livermore, California, and a site acquisition loan for the purchase of property in Livermore, California, which properties are described in the attached Exhibits A and J and the development of a four-story approximately 65,000-75,000 square foot hotel containing between 125-135 rooms, approximately 1,400-2,000 square feet of economically viable meeting space, a roof-top public open space and related hotel amenities and improvements (the "Project") on the Property identified in Exhibit A and the use of the Parking Parcel identified in Exhibit J to satisfy a portion of the parking requirements identified in the conditions for approval for the Project. (The Exhibits to this Memorandum have been marked to be consistent with the Exhibits to the DDLA.)

The DDLA is a public document and may be reviewed at and in the office of the City Clerk for the City of Livermore.

This Memorandum is solely for recording purposes and shall not be construed to alter, modify, amend, or supplement the DDLA, of which this is a memorandum. In the event, and to the extent that, that any of the terms or provisions of this Memorandum are inconsistent with the terms or provisions of the DDLA, the provisions of the DDLA shall govern and prevail.

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum and the DDLA by duly authorized representatives, all on the date first written above.

DATE: 2/2/2022

BORROWER:

2205 RAILROAD AVENUE LLC,
a Delaware limited liability company

By: PresidioCo Bay Area LLC,
a Delaware limited liability company,
Its: Manager

By: _____

Name: Richard Rahl

Title: Manager

DATE: 2/3/2022

CITY:

CITY OF LIVERMORE,
a municipal corporation

By: _____

Name: Marc Roberts

Title: City Manager

APPROVED AS TO FORM:

By: _____
Assistant/City Attorney

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 Alameda }

On 2/2/2022 before me, Deborah Davis, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Ritesh Patel
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.

DEBORAH S. DAVIS
Notary Public - California
Alameda County
Commission # 2357707
My Comm. Expires May 15, 2025

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 Deborah S. Davis
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 Alameda }

On 2-3-2022 before me, Deborah Davis, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Marc Roberto
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.

DEBORAH S. DAVIS
Notary Public - California
Alameda County
Commission # 2357707
My Comm. Expires May 15, 2025

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 Deborah S. Davis
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

EXHIBIT A

LEGAL DESCRIPTION HOTEL PARCEL

PARCEL A & SUBSURFACE PARCEL C – PARCEL MAP 9999

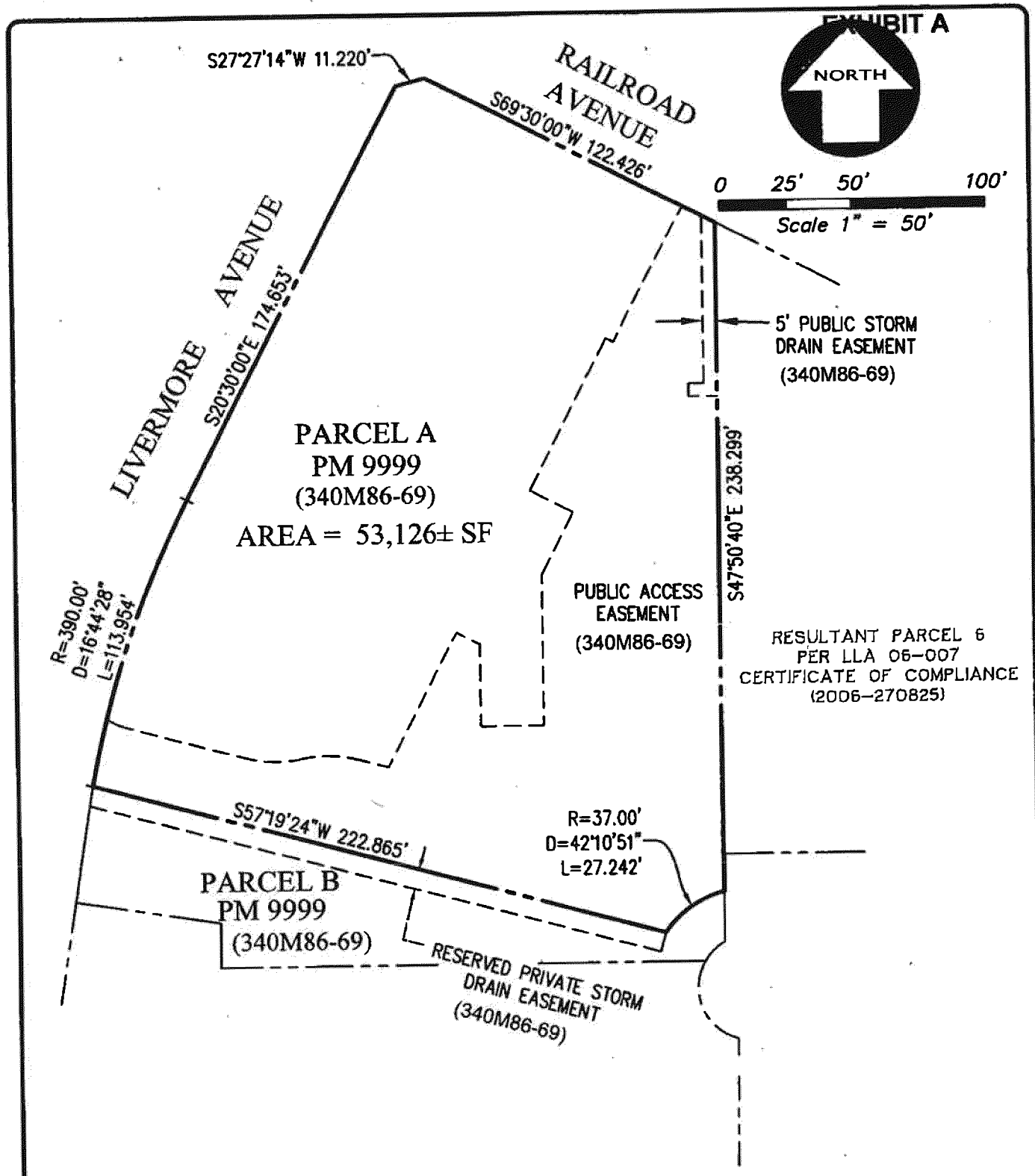
REAL PROPERTY SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL A AND SUBSURFACE PARCEL C, OF PARCEL MAP NO. 9999, RECORDED
October 3, 2018, IN BOOK 340 OF MAPS AT PAGES 86-89, ALAMEDA COUNTY RECORDS.

PARCEL A CONTAINING 53,126 SQUARE FEET OF LAND MORE OR LESS

SUBSURFACE PARCEL C CONTAINING 50,963 SQUARE FEET OF LAND MORE OR LESS

EXHIBIT A



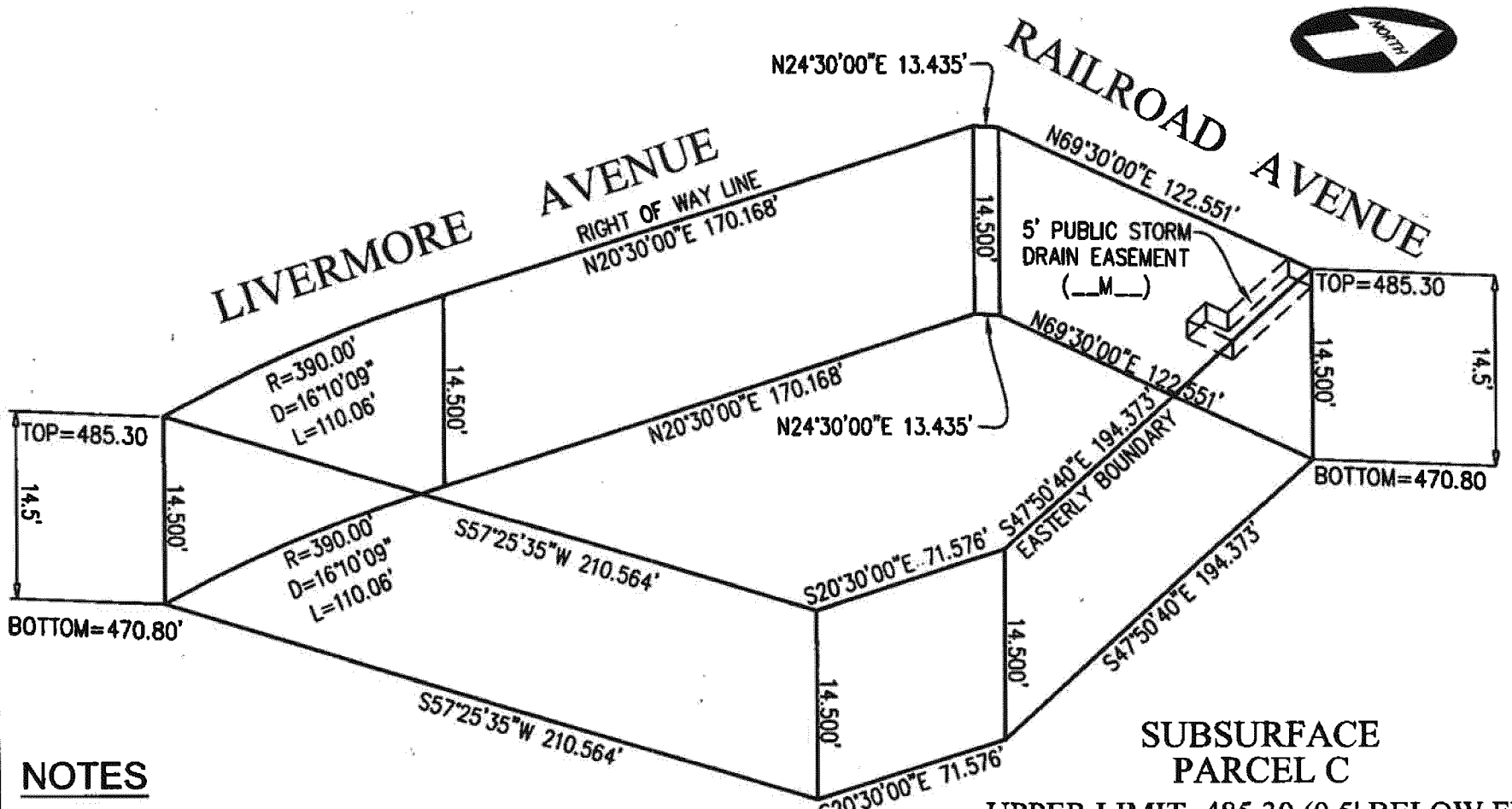
SHEET 6 OF 8

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road
Livermore, California 94551
www.kierwright.com
Phone (925) 245-8788
Fax (925) 245-8796

PLAT - PARCEL A
PARCEL MAP 9999
LIVERMORE, CALIFORNIA

DATE	AUG 2018
SCALE	1" = 50'
BY	RJH
JOB NO.	A18527
SHEET	1 OF 1

EXHIBIT A-1
SHEET 2 OF 3



NOTES

A PUBLIC ACCESS EASEMENT ENCUMBERS THE ENTIRE SUBSURFACE PARCEL C.

PARCEL A ENCOMPASSES ALL SIDES OF SUBSURFACE PARCEL C AND ABUTS PARCEL B, LIVERMORE AVENUE, RAILROAD AVENUE AND RESULTANT PARCEL 6. SEE SHEET 2 OF PARCEL MAP 9999.

SUBSURFACE PARCEL C

UPPER LIMIT=485.30 (0.5' BELOW FF)
LOWER LIMIT=470.80 (16.5' BELOW FF)
50,963± SF.
(1.1700± AC.)

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796
www.kierwright.com

PLAT - SUBSURFACE PARCEL C
PARCEL MAP 9999
LIVERMORE, CALIFORNIA

DATE	AUG 2018
SCALE	NOT TO SCALE
BY	RJH
JOB NO.	A18527
SHEET	1 OF 1

EXHIBIT J

Parking Parcel Description

Real property in the City of Livermore, County of Alameda, State of California, described as follows:

PARCEL A, AS SHOWN ON PARCEL MAP 4602 FILED JULY 29, 1985, IN BOOK 155 OF MAPS, PAGE 39, ALAMEDA COUNTY RECORDS.

APN: 098-0282-009

A LEGIBLE COPY OF THIS PARCEL MAP CAN BE FOUND ON FILE WITH COMMUNITY DEVELOPMENT DEPARTMENT, ENGINEERING DIVISION - 1052 S. LIVERMORE AVE., LIVERMORE CA 94550

PARCEL MAP 10969

CITY OF LIVERMORE

ALAMEDA COUNTY- CALIFORNIA APRIL, 2022

A RESUBDIVISION OF PARCEL A AND PARCEL C, PER PARCEL MAP NO. 9989, FILED FOR RECORD ON OCTOBER 3, 2018, AS INSTRUMENT NO. 2018-192228, IN BOOK 340 OF MAPS, AT PAGES 86-87, OFFICIAL RECORDS OF ALAMEDA COUNTY, BY THE CITY OF LIVERMORE

COMMUNITY DEVELOPMENT DEPARTMENT

JUNE, 2022

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8799

OWNER'S STATEMENT

THE UNDERSIGNED, HEREBY STATE THAT THEY ARE THE OWNERS OF ALL TITLE INTERESTS IN LANDS PRESENTLY WITHIN THE BOUNDARY LINES UPON THE HEREIN EMBRACED MAP ENTITLED "PARCEL MAP 10969, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA" CONSISTING OF TWO (2) SHEETS, THIS STATEMENT BEING ON SHEET ONE (1) THEREOF, THAT THEY HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD AND DO CONSENT TO THE MAKING AND FILING OF SAID MAP, THAT SAID MAP DOES PARTICULARLY SET FORTH AND DESCRIBE ALL PARCELS OF LAND SO RESERVED FOR PUBLIC PURPOSES BY THEIR BOUNDARY COURSES AND DISTANCES

AND THE UNDERSIGNED HEREBY RESERVES AN EASEMENT FOR PUBLIC RIGHT OF WAY, ACCESS AND PARKING UNDER, ON AND OVER THAT PORTION OF PARCEL 1 SHOWN UPON SAID MAP AS "ROW RESERVATION", ALL AS EMBRACED WITHIN THE BOUNDARIES OF SAID MAP

AND THE UNDERSIGNED HEREBY RESERVES AN EASEMENT FOR PUBLIC INGRESS AND EGRESS ACCESS AND USE, UNDER, ON AND OVER "THAT PORTION OF PARCEL 1 SHOWN UPON SAID MAP AS "PUBLIC ACCESS & ROOFTOP OPEN SPACE RESERVATION", ALL AS EMBRACED WITHIN THE BOUNDARIES OF SAID MAP, FOR THE PURPOSES OF PUBLIC ACCESS AND OPEN SPACE USE OF SAID ROOFTOP, TOGETHER WITH RIGHT OF INGRESS AND EGRESS OF THE PUBLIC FOR PEDESTRIAN ACCESS TO AND FROM SAID ROOFTOP AREA

THIS MAP SHOWS OR NOTES ALL EASEMENTS, EXISTING OR OF RECORD WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP.

OWNER: CITY OF LIVERMORE, A MUNICIPAL CORPORATION.

BY: Marianna Marysheva

MARIANNA MARYSHEVA, CITY MANAGER OF THE CITY OF LIVERMORE

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) SS

ON JULY 18 2022 BEFORE ME, CLAY L. JAMES, NOTARY PUBLIC PERSONALLY APPEARED MARIANNA MARYSHEVA, 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 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

SIGNATURE: Clay L. James

PRINT NAME CLAY L. JAMES

MY COMMISSION NUMBER 2313146

MY COMMISSION EXPIRES 11/21/2023

PRINCIPAL COUNTY OF BUSINESS: RIVERSIDE

[illegible] 7-7-22 9:13:38 am

CITY ENGINEER'S STATEMENT

I, ROBERT G. VINN, CITY ENGINEER OF THE CITY OF LIVERMORE, ALAMEDA COUNTY, STATE OF CALIFORNIA, HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP 10969, CITY OF LIVERMORE, ALAMEDA COUNTY, STATE OF CALIFORNIA", AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP (IF ANY) AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE STATE LAWS AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH. THIS MAP WAS PROCESSED UNDER THE PARCEL MAP PROCEDURE

ROBERT G. VINN, R.C.E. 51222
CITY ENGINEER, CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

7/7/22
DATE

REGISTERED PROFESSIONAL ENGINEER ROBERT G. VINN NO. 51222 STATE OF CALIFORNIA CIVIL

I, DAVID W. ENKE, A LICENSED SURVEYOR FOR THE CITY OF LIVERMORE, ALAMEDA COUNTY, STATE OF CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP 10969, CITY OF LIVERMORE, ALAMEDA COUNTY, STATE OF CALIFORNIA", AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT

DAVID W. ENKE, L.S. 4071
LAND SURVEYOR, FOR THE CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

7/7/22
DATE

LICENSED LAND SURVEYOR DAVID W. ENKE NO. 4071 STATE OF CALIFORNIA

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE DIRECTION OF THE CITY OF LIVERMORE IN FEBRUARY 2020. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

I FURTHER STATE THAT "PARCEL MAP 10969, CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA" IS A SUBDIVISION INTO PARCELS OF LAND CONTAINING 7.2198 ACRES, MORE OR LESS

GARY W. LAMB P.L.S. 8627

07-07-22
DATE

LICENSED LAND SURVEYOR GARY W. LAMB No. 8627 STATE OF CALIFORNIA

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT

PARCEL MAP 10969 CONFORMS WITH THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND WAS PROCESSED IN ACCORDANCE WITH THE SUBDIVISION MAP ACT SECTION 66428(b), AND LOCAL ORDINANCES.

PAUL SPENCE
DIRECTOR OF COMMUNITY DEVELOPMENT
CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

7/13/22
DATE

CITY CLERK'S STATEMENT

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 ALAMEDA) SS

ON THIS 14TH DAY July 2022 BEFORE ME, MARIE WEBER, CITY CLERK, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, PERSONALLY APPEARED PAUL SPENCE PERSONALLY KNOWN TO ME TO BE THE DIRECTOR OF COMMUNITY DEVELOPMENT OF THE CITY OF LIVERMORE, AND IS THE PERSON AUTHORIZED BY THE CITY OF LIVERMORE MUNICIPAL CODE TO APPROVE THIS PARCEL MAP.

I FURTHER CERTIFY THAT THE INTEREST IN ALL THOSE PARCELS OF LANDS, EASEMENTS AND OTHER LEGAL INTERESTS IN LAND OFFERED FOR PUBLIC USE IN CONFORMANCE WITH THE TERMS OF THE HEREIN OFFERS, IS HEREBY ACCEPTED BY THE UNDERSIGNED CITY CLERK ON BEHALF OF THE CITY COUNCIL PURSUANT TO AUTHORITY CONFERRED BY RESOLUTION NO. 1-65 OF THE CITY COUNCIL ADOPTED ON JANUARY 4, 1965.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 14TH DAY OF July 2022

MARIE WEBER
CITY CLERK AND CLERK OF THE CITY COUNCIL
CITY OF LIVERMORE, ALAMEDA COUNTY, STATE OF CALIFORNIA

CLERK OF THE BOARD OF SUPERVISOR'S STATEMENT

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) SS

I, ANIKA CAMPBELL-BELTON, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, HEREBY STATE, AS CHECKED BELOW THAT

[ ] AN APPROVED BOND HAS BEEN FILED WITH THE SUPERVISORS OF THE SAID COUNTY AND STATE IN THE AMOUNT OF $ _____ CONDITIONED FOR THE PAYMENT OF ALL THE TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH ARE NOW A LIEN AGAINST SAID LAND OR ANY PART THEREOF BUT NOT YET PAYABLE, AND WAS DULY APPROVED BY SAID BOARD IN SAID AMOUNT.

[ ] ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID, AS CERTIFIED BY THE TREASURER-TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

[X] EXEMPT

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 22 DAY OF AUGUST 4TH 2022

ANIKA CAMPBELL-BELTON
CLERK OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY CLERK

COUNTY RECORDER'S STATEMENT

FILED THIS 30TH DAY OF AUGUST 2022, AT 11:14 A.M., IN BOOK 356 OF MAPS AT PAGES 42-43, INCLUSIVE, RECORDERS SERIES NO. 2022150511 AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

FEE $ 85.00 PAID

MELISSA WU
COUNTY RECORDER IN AND FOR THE
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

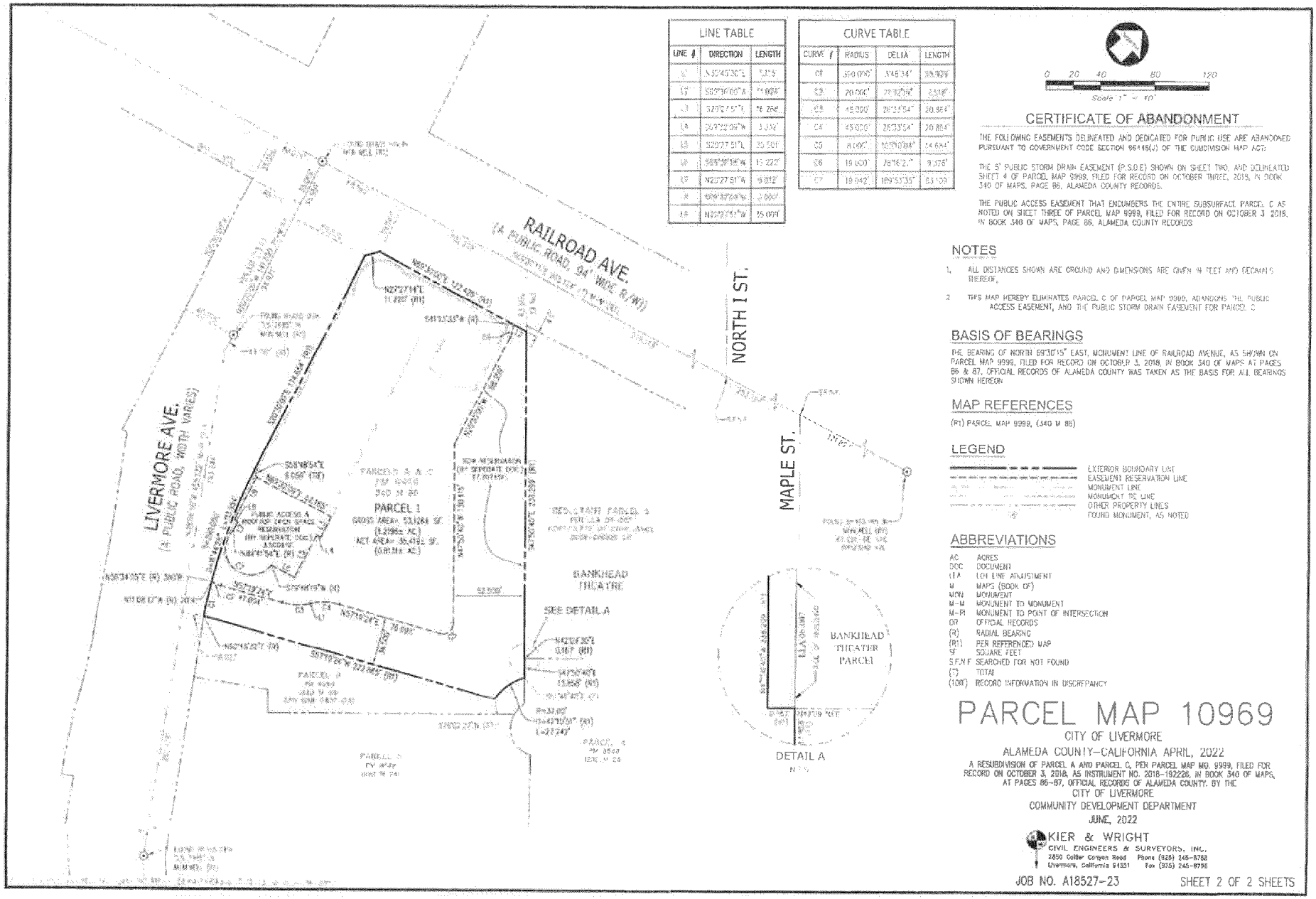
BY: _____
DEPUTY COUNTY RECORDER

JOB NO. A18527-23 SHEET 1 OF 2 SHEETS

SHEET 1 OF 2

EXHIBIT U

A LEGIBLE COPY OF THIS PARCEL MAP CAN BE FOUND ON FILE WITH COMMUNITY DEVELOPMENT DEPARTMENT, ENGINEERING DIVISION - 1052 S. LIVERMORE AVE., LIVERMORE CA 94550



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N 59°45'30" E	5.31'
L2	S 69°30'00" W	11.90'
L3	S 20°27'51" E	16.26'
L4	S 69°32'09" W	3.00'
L5	S 20°27'51" E	35.50'
L6	S 69°30'15" W	15.22'
L7	N 20°27'51" W	19.81'
L8	S 69°30'15" W	3.00'
L9	N 20°27'51" W	35.00'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	360.00'	3°45'34"	23.62'
C2	20.00'	75°12'54"	26.26'
C3	45.00'	25°43'54"	20.20'
C4	45.00'	25°43'54"	20.20'
C5	8.00'	107°00'00"	14.94'
C6	10.00'	74°16'27"	12.96'
C7	10.00'	189°53'33"	33.13'

CERTIFICATE OF ABANDONMENT

THE FOLLOWING EASEMENTS DELINEATED AND DEDICATED FOR PUBLIC USE ARE ABANDONED PURSUANT TO GOVERNMENT CODE SECTION 66445(J) OF THE SUBDIVISION MAP ACT:

THE 5' PUBLIC STORM DRAIN EASEMENT (P.S.D.E.) SHOWN ON SHEET TWO, AND DELINEATED SHEET 4 OF PARCEL MAP 9999, FILED FOR RECORD ON OCTOBER THREE, 2018, IN BOOK 340 OF MAPS, PAGE 86, ALAMEDA COUNTY RECORDS.

THE PUBLIC ACCESS EASEMENT THAT ENCUMBERS THE ENTIRE SUBSURFACE PARCEL C AS NOTED ON SHEET THREE OF PARCEL MAP 9999, FILED FOR RECORD ON OCTOBER 3 2018, IN BOOK 340 OF MAPS, PAGE 86, ALAMEDA COUNTY RECORDS

NOTES

1. ALL DISTANCES SHOWN ARE GROUND AND DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF.
2. THIS MAP HEREBY ELIMINATES PARCEL C OF PARCEL MAP 9999, ABANDONS THE PUBLIC ACCESS EASEMENT, AND THE PUBLIC STORM DRAIN EASEMENT FOR PARCEL C

BASIS OF BEARINGS

THE BEARING OF NORTH 69°30'15" EAST, MONUMENT LINE OF RAILROAD AVENUE, AS SHOWN ON PARCEL MAP 9999, FILED FOR RECORD ON OCTOBER 3, 2018, IN BOOK 340 OF MAPS AT PAGES 86 & 87, OFFICIAL RECORDS OF ALAMEDA COUNTY WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON

MAP REFERENCES

(R1) PARCEL MAP 9999, (340 M 86)

LEGEND

- EXTERIOR BOUNDARY LINE
- EASEMENT RESERVATION LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- OTHER PROPERTY LINES
- FOUND MONUMENT, AS NOTED

ABBREVIATIONS

AC	ACRES
DOC	DOCUMENT
LLA	LOT LINE ADJUSTMENT
M	MAPS (BOOK OF)
MON	MONUMENT
M-M	MONUMENT TO MONUMENT
M-PI	MONUMENT TO POINT OF INTERSECTION
OR	OFFICIAL RECORDS
(R)	RADIAL BEARING
(R1)	PER REFERENCED MAP
SF	SQUARE FEET
S.F.N.F	SEARCHED FOR NOT FOUND
(T)	TOTAL
(100')	RECORD INFORMATION IN DISCREPANCY

PARCEL MAP 10969

CITY OF LIVERMORE

ALAMEDA COUNTY–CALIFORNIA APRIL, 2022

A RESUBDIVISION OF PARCEL A AND PARCEL C, PER PARCEL MAP NO. 9999, FILED FOR RECORD ON OCTOBER 3, 2018, AS INSTRUMENT NO. 2018-192226, IN BOOK 340 OF MAPS, AT PAGES 86-87, OFFICIAL RECORDS OF ALAMEDA COUNTY. BY THE

CITY OF LIVERMORE

COMMUNITY DEVELOPMENT DEPARTMENT

JUNE, 2022

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8795

JOB NO. A18527-23 SHEET 2 OF 2 SHEETS

EXHIBIT U

TEMPORARY PARKING LEASE AGREEMENT
(Hotel Parcel)

THIS LEASE AGREEMENT ("Lease") dated as of this 27th day of April, 2023, is made and entered into by and between 2205 Railroad Avenue LLC, a Delaware Limited Liability Company ("Lessor") and the City of Livermore, a municipal corporation ("City" or "Lessee").

RECITALS

A. Lessor desires to construct a four story approximately 65,000-75,000 square foot hotel, containing between 125-135 hotel rooms on two City-owned parcels (APNs: 098-0407-031-00 and 098-0407-033-00) located on the southeast corner of South Livermore Avenue and Railroad Avenue in downtown Livermore (hereinafter "Hotel Parcel").

B. On January 14, 2022, the City and Lessor entered into a Disposition, Development and Loan Agreement (the "DDLA") wherein the City agreed to sell the Hotel Parcel to Lessor for $71,521. Prior to the close of escrow, the City was using a portion of the Hotel Parcel as a temporary paved surface public parking lot. Upon sale of the Hotel Parcel to Lessor, Lessor has agreed to lease a portion of the Hotel Parcel to City at no cost for use as a temporary paved surface public parking lot until the commencement of construction on the Hotel Parcel.

C. As part of the Disposition, Development and Loan Agreement, the City made a loan to Developer to fund the acquisition of a piece of real property located at 2080 Railroad Avenue in Livermore in order to use the property as a valet parking lot to satisfy a portion of the City's parking requirements for the Hotel ("Parking Parcel").

D. Prior to commencement of construction of the Hotel, City desires to lease from Lessor and Lessor desires to lease the Hotel Parcel (hereinafter "Hotel Parcel" or "Leased Premises") as more particularly shown on Exhibit A, attached hereto and incorporated herein. The Leased Premises is approximately 41,500 square feet of a paved surface public parking lot.

E. The Lessor desires to lease the Leased Premises to City and City desires to lease from Lessor the Leased Premises on the terms and conditions contained in this Lease Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Leased Premises. Lessor leases to City and City leases from Lessor, the Leased Premises which consists of approximately 41,500 square feet of a paved surface public parking lot, as indicated on Exhibit A, attached hereto.

2. **Possession; Delay in Delivery of Possession.**

(a) Except as otherwise provided in this Lease Agreement, City agrees to accept possession of the Leased Premises in its existing "as is" condition, including, but not limited to, all patent and latent defects and subject to all applicable laws, ordinances, and regulations governing and regulating the use of the Hotel Parcel and/or the Leased Premises and any recorded covenants, conditions, restrictions, easements, licenses, or right of ways.

(b) If Lessor, for any reason whatsoever, cannot deliver possession of the Leased Premises to City on or before the commencement date, this Lease Agreement shall not be void or voidable and no obligation of City shall be affected thereby, and neither Lessor nor Lessor's agents shall be liable to City for any loss or damage resulting therefrom.

3. **Rent.** As a condition of the sale of the Hotel Parcel from City to Lessor, Lessor agrees to lease the Leased Premises to the City at no cost for use as a temporary paved surface public parking lot. This no cost lease was incorporated into the sale price for the Hotel Parcel through the DDLA. City shall be responsible for all costs associated with the maintenance of the Leased Premises as set forth in Section 7 of this Lease Agreement.

4. **Term.** This Lease Agreement shall commence on April 27, 2023 ("Commencement Date"), and terminate on the date when Lessor commences construction of the Hotel. Lessor shall provide City with 30 days written notice prior to the date that construction of the Hotel will commence. This Lease Agreement shall supersede and replace any other lease agreement between said parties, or their predecessors in interest, concerning the use of the Leased Premises, or any other space or area of the Hotel Parcel.

5. **Solid Waste Disposal and Collection.** In accordance with the DDLA, Lessor is required to design, construct, and own a Joint Solid Waste Facility that will provide garbage, organics, and recyclable services for the Hotel, Bankhead Theater, First Street Mixed Use Commercial Projects (East and West), Livermore Valley Center Plaza, and the Livermore Cinema. The Joint Solid Waste Facility shall replace the temporary solid waste facility located south of the Hotel Parcel and north of the First Street Mixed-Use Commercial Project (West). Pursuant to the terms of the DDLA, Lessor is required to maintain sufficient truck access on the Leased Premises to allow solid waste collection at the existing temporary solid waste facility until such time when the Joint Solid Waste Facility is constructed and operational. For the duration of this Lease, Lessee shall maintain sufficient truck access on the Leased Premises to allow solid waste collection at the existing temporary solid waste facility until such time when the Joint Solid Waste Facility is constructed and operational. At the time Lessor provides City written notice of the date construction of the Hotel will commence, Lessor shall identify how solid waste collection access will be maintained if the Joint Solid Waste Facility is not yet operational.

6. City's Use of Leased Premises.

(a) Use of Leased Premises. City shall use the Leased Premises for the purpose of a temporary paved surface public parking lot and for trash collection at the temporary solid waste facility located south of the Hotel Parcel.

(b) Rules Regarding Use. City's use of the Leased Premises shall be subject to the following rules:

(i) City shall not allow, authorize, or permit the Leased Premises, or any part thereof, to be used for any use or any illegal activity or purpose in violation of federal or state laws and/or ordinances, regulations and requirements of County, City, or any other enforcement authority.

(ii) City shall not commit, allow, or permit to be used for any offensive or improper use or nuisance, the Leased Premises, which may unreasonably or unlawfully disturb or damage the Hotel Parcel or Leased Premises.

(iii) City shall not leave or store any trash, garbage, or refuse of any kind in, on, or about the Leased Premises and shall cause any refuse, trash, or other waste deposited on the Leased Premises by any of its employees, agents, or representatives to be picked up and disposed of in the appropriate manner so as to keep the Leased Premises in a neat and clean condition.

(iv) City shall not use, commit, allow, or permit to be used or committed, any waste upon the Leased Premises.

(c) Hazardous Materials. City shall not cause or permit any Hazardous Materials to be permanently stored, used or disposed of in the Hotel Parcel or Leased Premises, by City's agents, employees, contractors or invitees, without having obtained Lessor's prior, written consent. For purposes of this Lease Agreement, the following terms shall have the meanings set forth below:

"Hazardous Materials" shall mean any toxic or hazardous wastes, pollutants, materials or substances, including, without limitation, asbestos, PCB's, petroleum products, radioactive substances or their by-products, other substances defined or listed as "hazardous substances," "hazardous materials," "hazardous wastes" or "toxic substances in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C §§ 5101 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Toxic Substance Control Act of 1976, 15 U.S.C. §§ 2601 et seq.; any "toxic pollutant" under the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; any hazardous air pollutant under the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the California Hazardous Substance Account Act, California Health & Safety Code ("HSC") §§ 25300 et seq., the Hazardous Waste Disposal Land Use Act, HSC §§ 25100 et seq.; in or pursuant to or identified as causing cancer or reproductive toxicity in the California Safe Drinking Water & Toxic Enforcement Act of 1986, HSC §§ 25249.5 et seq.; and HSC §§ 25117, 25316; all as such laws may be amended; any hazardous or toxic substance,

material, chemical, waste, or pollutant now or hereafter regulated under any other applicable Federal, State, or local environmental laws, without limitation; and any other matter in the nature thereof arising pursuant to the jurisdiction of any public agency.

"Hazardous Discharge" and "Contamination" shall mean the happening of any event involving an emission, spill, release, or discharge ("Release") into or upon (i) the air, (ii) soils or any improvements located thereon, (iii) surface or ground water, (iv) the sewer, septic system, or waste treatment, storage, or disposal system servicing the Leased Premises, of any Hazardous Material, or (v) any other matter in the nature thereof arising pursuant to the jurisdiction of any public agency.

"Environmental Laws" shall mean all applicable Federal, State, and local laws, ordinances, regulations, orders, procedures, policies, and directives of every kind and nature whatsoever pertaining to Hazardous Materials in, at, on, under, or from the Leased Premises or any portion thereof.

7. City Obligations.

(a) Services and Utilities. City shall provide basic electricity and power for the Leased Premises.

(b) Maintenance. Except as otherwise provided herein, City shall at its own cost and expense, maintain the Leased Premises, and every part thereof, in good and sanitary order, condition, and repair. City shall be responsible for the cost of any and all repairs or maintenance to the Leased Premises, caused by negligent, careless, or willful acts of City, its employees, agents, equipment, or invitees.

8. Condition of Leased Premises. City represents and warrants that it has made a thorough and complete inspection of the Leased Premises using qualified consultants and experts of its own choosing, and the Leased Premises is suitable for a temporary, surface public parking lot and in good and sanitary order, repair, and condition. City hereby accepts the Leased Premises in its present condition and, except as otherwise may be set forth herein, without representation or warranty by Lessor as to the condition of such Leased Premises or as to the use of the Leased Premises.

9. Construction and Repair.

(a) Mechanic's Lien. City shall pay, or cause to be paid, all costs and expenses for work done by City, or caused to be done by City, on the Leased Premises of a character which could result in any lien on the Hotel Parcel, and City will keep the Leased Premises free and clear of any mechanic's lien and/or other lien on account of work done for City or at its request.

Should any claims of lien be filed and/or recorded against the Leased Premises, or any action affecting the title thereto commenced, City shall give Lessor written notice thereof as soon as it has knowledge of the action.

(b) Construction. City shall not build or construct any improvement, or make any structural change, addition, or remodeling to the Leased Premises without the Lessor's prior written consent. In the event that Lessor provides City with the required written consent, City shall at its own cost comply with any and all Federal, State, or local laws and/or regulations applicable to any such construction, alteration, or remodeling to or within the Leased Premises to upgrade them to satisfy current standards.

10. Destruction. If the Leased Premises is totally destroyed during the term of this Lease Agreement by fire, flood, earthquake, or other casualty, whether or not covered by insurance, this Lease Agreement shall terminate.

11. Condemnation. If all or part of the Leased Premises is taken by condemnation such that the Leased Premises is no longer usable for a temporary, paved surface public parking lot, this Lease Agreement shall terminate. City shall be entitled only to that portion of the proceeds of condemnation which is directly attributable to the value of City's interest in this Lease Agreement.

12. Compliance with Laws. City agrees to comply with all applicable zoning, municipal, county and state laws, ordinances and regulations governing the use of the Leased Premises. City agrees to secure and maintain throughout the Term and any Extended Term any federal, state or local licenses or permits required in order to use the Leased Premises for a temporary surface public parking lot . City's failure to do so shall be considered a material breach of this Lease Agreement. City is responsible for compliance with all Federal requirements for improvements, construction and/or repair work outside of the Lessor's obligations.

13. Assignment.

(a) Prohibition Against Assignment and Encumbrance. This Lease Agreement and any rights or obligations of City hereunder shall not be sold, assigned, transferred, leased, assigned, sublet, conveyed, hypothecated either in whole or in part, or in any manner, without Lessor's prior written consent. The City shall not allow any other person or entity to occupy or use all or any part of the Hotel Parcel or Leased Premises without first obtaining Lessor's written consent. Consent to any assignment shall not constitute a further waiver of the provisions of this section.

(b) Involuntary Assignment. No interest of Lessee in this Lease Agreement shall be assignable by operation of law, including, without limitation, the transfer of this Lease Agreement by testacy or intestacy. Each of the following acts shall be considered an involuntary assignment:

(i) If City is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which City is the bankrupt party; or, if the City is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors;

(ii) If a writ of attachment or execution is levied on this Lease Agreement;

(iii) If, in any proceeding or action to which Lessee is a party, a receiver is appointed with authority to take possession of the Leased Premises.

(iv) An involuntary assignment shall constitute a default by City and Lessor shall have the right to elect to terminate this Lease Agreement, in which case this Lease Agreement shall not be treated as an asset of City.

(v) If a writ of attachment or execution is levied on this Lease Agreement, City shall have ten (10) days in which to cause the attachment or execution to be removed. If any involuntary proceeding in bankruptcy is brought against Lessee, or if a receiver is appointed, Lessee shall have sixty (60) days in which to have the involuntary proceeding dismissed or the receiver removed.

14. Taxes. Lessor shall pay during the term of this Lease Agreement, without abatement, deduction, or offset, any and all real and personal property taxes, general and special assessments, and other charges (including any increase caused by a change in the tax rate or by a change in assessed valuation) of any description levied or assessed during the term of this Lease Agreement by any governmental agency or entity on or against the Hotel Parcel, improvements located on the Hotel Parcel, personal property located on or in the Hotel Parcel or improvements, and the leasehold interest created by this Lease Agreement.

15. Lessor Refinancing. City is aware that Lessor is leasing its interest in the Leased Premises to City and that Lessor's leasehold interest in the Leased Premises is related to an outstanding lease financing. City agrees that it will use best efforts to cooperate with Lessor in connection with a refinancing of the outstanding lease financing, including executing any estoppel, consent, and other similar documents requested by the Lessor.

16. Indemnity. City agrees to and shall defend, indemnify, protect and hold harmless Lessor, its officers, directors, employees and agents harmless from and against any and all loss, damage, injury, accident, casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property arising from or related to any act or omission of City, its employees, agents or contractors, the City's use of the Leased Premises, or as a result of this Lease Agreement. To the greatest extent by law, City waives all claims or demands against Lessor for any loss, damage, or injury to City or City's property in connection with this Lease Agreement or the operation or use of the City's property by City or its agents, servants or contractors or employees and agrees to so indemnify and hold Lessor harmless.

17. Insurance. For the duration of this Lease Agreement, City shall procure and maintain, at its own cost, insurance in the amounts and under the terms set forth in Exhibit B, attached hereto, against claims for injuries to persons or damages to property which may arise from or in connection with this Lease Agreement.

18. Termination.

(a) Termination for Cause. In the event City engages in, or permits any other person to engage in, any illegal activities in, on, or about the Hotel Parcel or the Leased Premises, whether with or without a criminal conviction, Lessor shall have the right to immediately terminate this Lease Agreement and demand City surrender the Leased Premises.

Except for immediate termination as provided for in this Lease Agreement, should City at any time during the term of this Lease Agreement be in default in the performance of any of the terms, conditions, rules, covenants, or requirements herein contained or otherwise agreed to by the parties, including the rules and regulations established by Lessor regarding the use of, or access to, the Hotel Parcel and Leased Premises, and should such default continue for thirty (30) days after written notice thereof from Lessor to City specifying the particulars of such default, or should City vacate or abandon the Leased Premises, then in any such event it shall be at the option of the Lessor, the Lessor's right to declare this Lease Agreement terminated and re-enter the Leased Premises and take possession thereof and remove City's fixtures and furnishings, and City shall have no further claim thereon or hereunder.

(b) Lessor's remedies in this section shall be in addition and supplemental to any and all other rights or remedies which Lessor may have pursuant to this Lease Agreement and/or under the law.

19. Default. Any of the following events or occurrences shall constitute a material breach of this Lease Agreement by City and, after the expiration of any applicable grace period, shall constitute an event of default (each an "Event of Default"):

(a) The failure by City to perform any obligation under this Lease Agreement, which by its nature City has no capacity to cure;

(b) The failure by City to perform any other obligation under this Lease Agreement, if the failure has continued for a period of ten (10) days after Lessor demands in writing that City cure the failure. If, however, by its nature the failure cannot be cured within ten (10) days, City may have a longer period as is necessary to cure the failure, but this is conditioned on City's promptly commencing to cure within the ten (10) day period and thereafter completing the cure within thirty (30) days after Lessor demands in writing that City cure the failure. City shall indemnify and defend Lessor against any liability, claim, damage, loss, or penalty that may be threatened or may in fact arise from that failure during the period the failure is uncured;

(c) Any of the following: a general assignment by City for the benefit of City's creditors; any voluntary filing, petition, or application by City under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment, vacation, or surrender of the Leased Premises by Lessee without Lessor's prior written consent; or the dispossession of City from the Leased Premises (other than by Lessor) by process of law or otherwise;

(d) The abandonment of the Leased Premises by City.

20. Remedies. Upon the occurrence of an Event of Default, Lessor may pursue all rights or remedies available to Lessor at law or in equity.

21. Waiver. Any express or implied waiver of a breach of any term of this Lease Agreement shall not constitute a waiver of any further breach of the same or other term of this Lease Agreement.

22. Surrender of Leased Premises. Upon the expiration of this Lease Agreement, or no later than ten (10) days after its termination, City shall surrender the Leased Premises to Lessor, and all improvements and alterations thereto, in good condition except for ordinary wear and tear occurring after the last necessary maintenance made by City and/or destruction to the Leased Premises covered by Section 10 of this Lease Agreement.

Lessor may elect to retain or dispose of in any manner any alterations, improvements, fixtures, or furnishings that City does not remove from the Leased Premises on expiration or termination of the Lease Agreement by giving at least ten (10) days' notice to City. Title to any such improvements, alterations, fixtures, or furnishings that Lessor elects to retain or dispose of on expiration of the ten (10) day period shall vest in Lessor. City waives all claims against Lessor for any damage to City resulting from Lessor's retention or disposition of any such improvements, alterations, fixtures, or furnishings. City shall be liable to Lessor for Lessor's costs for storing, removing, and disposing of any improvements, alterations, fixtures, or furnishings.

23. Entry by Lessor. City shall permit Lessor, its officers, employees, and agents to enter into and upon the Leased Premises upon reasonable notice for the purpose of inspecting the Leased Premises, enforcing the rules and regulations under this Lease Agreement, and the posting of such legal notices as Lessor may deem necessary or convenient.

(a) Lessor and its agents may enter the Leased Premises at any reasonable time upon reasonable notice to City, or immediately in the case of an emergency, for the purpose of: (i) inspecting the Leased Premises; (ii) posting notices of nonresponsibility; (iii) supplying any service to be provided by Lessor to City; (iv) showing the Leased Premises to prospective purchasers, mortgagees, or tenants (v) making necessary alterations, additions, or repairs as required by this Lease Agreement or to otherwise perform Lessor's duties under this Lease Agreement; (vi) determining whether City is complying with the terms of this Lease Agreement; (vii) performing City's obligations when City has failed to do so after written notice from Lessor, if required by the terms of this Lease Agreement; (viii) placing on the Leased Premises ordinary for lease signs or for sale signs; (ix) doing of other lawful acts that may be necessary to protect Lessor's interest in the Leased Premises under this Lease Agreement; and (x) responding to an emergency.

(b) Lessor shall have the right to use any means Lessor deems necessary and proper to enter the Leased Premises in an emergency. Any entry into the Leased Premises obtained by Lessor in accordance with this section shall not be a forcible or unlawful entry

into, or a detainer of, the Leased Premises, or an eviction, actual or constructive, of City from the Leased Premises, nor shall such entry give rise to a claim for rent abatement.

24. Notices. Wherever in this Lease Agreement it shall be required or permitted that notice or demand be given or served by either party to this Lease Agreement to or on the other, such notice or demand shall be given or served in writing and forwarded by registered mail, addressed as follows, though any party may change such address or contact person by written notice by registered mail to the other:

City: Community Development Director
City of Livermore
1052 South Livermore Avenue
Livermore, California 94550

Lessor: 2205 Railroad Avenue LLC, a Delaware limited liability company
Attn: Rikesh Patel
262 Glorietta Blvd.
Orinda, CA 94563

25. Holding Over. Any holding over without the Lessor's prior written consent shall be prohibited.

26. Modification. This Lease Agreement may only be modified or amended by written agreement signed by both parties hereto.

27. General Provisions.

(a) Time of Essence. Time is of the essence for each provision of this Lease Agreement.

(b) Relationship of the Parties. Nothing contained in this Lease Agreement shall be deemed or construed by the parties or by a third party to create the relationship of principal and agent, and/or of partnership, and/or of joint venture, and/or of any association between the parties, other than the relationship of Lessor and Lessee.

(c) Entire Agreement. This instrument, including any attachments hereto, constitutes the entire agreement of the parties relating to the subject matter of this Lease Agreement and correctly sets forth the rights, duties, and obligations of each party to the other, but this Lease Agreement does not supersede any provision in the DDLA.

(d) Partial Invalidity. If any provision or portion of this Lease Agreement shall be deemed invalid, it is agreed that such invalidity shall affect only such provision or portion thereof, and the remainder of this Lease Agreement shall remain in force and effect.

(e) California Law. This Lease Agreement shall be governed by and construed in accordance with the laws of the State of California.

(f) Review of Lease. Each party to this Lease Agreement declares that prior to the execution of this Lease Agreement, each party had the opportunity to seek the independent advice of counsel and that they apprised themselves of sufficient relevant information in order that they might intelligently exercise their own judgment in deciding whether to execute this Lease Agreement. Each party agrees that they have completely read and understood the Lease Agreement, know the contents thereof, and have signed the Lease Agreement of their own free will and free of any duress. No single party has drafted this Lease Agreement and it shall not be interpreted against any party as the drafting party.

(g) Performance Excused. The parties shall be excused from performance, as hereunder agreed to, if such performance is rendered impossible, impractical, or unreasonably difficult by, but not limited to, any strike, lockout, labor disturbance of any kind, civil commotion, war, acts of terrorism, shortage of any supply or labor, shortage of water, weather, act of government authority, enactment or change in laws or regulations, breakdown of facilities or any cause outside of the parties' control.

(h) Mutual Termination. This Lease Agreement may be terminated at any time concerning the rights and responsibilities of the parties who, between them, agree to such a termination.

(i) Headings. The headings used in this Lease Agreement are intended for reference only and do not define or limit the scope or meaning of any provision of this Lease Agreement.

(j) Waiver. A term or condition of this Lease Agreement may be waived at any time by the party entitled to the benefit thereof, but no such waiver shall affect the right of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion or of any other term or condition. City shall not be excused from complying with any of the terms and conditions of this Lease Agreement by any failure of the City upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

(k) Attachments. All attachments referred to in and attached to this Lease Agreement are incorporated by reference as though set forth in full.

(l) Attorney's Fees and Costs. If either party commences an action against the other party to enforce this Lease Agreement, the prevailing party is entitled to reasonable attorney's fees, costs of suit, investigation costs and discovery costs, including costs of appeal.

************Signatures and Attachment List On Next Page************

EXHIBIT V

IN WITNESS WHEREOF, the parties to this Lease Agreement have executed this Lease Agreement as of the dates set forth below.

LESSOR:

2205 RAILROAD AVENUE LLC,
a Delaware limited liability company

By: 2205 Railroad Member LLC, a Delaware limited liability company
Its: Sole Member

By: PresidioCo Bay Area LLC, a Delaware limited liability company
Its: Manager

Dated: 4/25/2023 | 8:55 AM PDT

DocuSigned by:
Rikesh Patel
E479C8A4B151484...
By: Rikesh Patel
Its: Manager

City or Lessee:

City of Livermore
A Municipal Corporation

DocuSigned by:
Marianna Marysheva
67FF33A39740458...
By: Marianna Marysheva
Its: City Manager

Dated: 4/27/2023 | 9:15 AM PDT

Approved as to Form:

DocuSigned by:
Kimberly Cilley
70AABF2D2FAC450...
By: Assistant/City Attorney

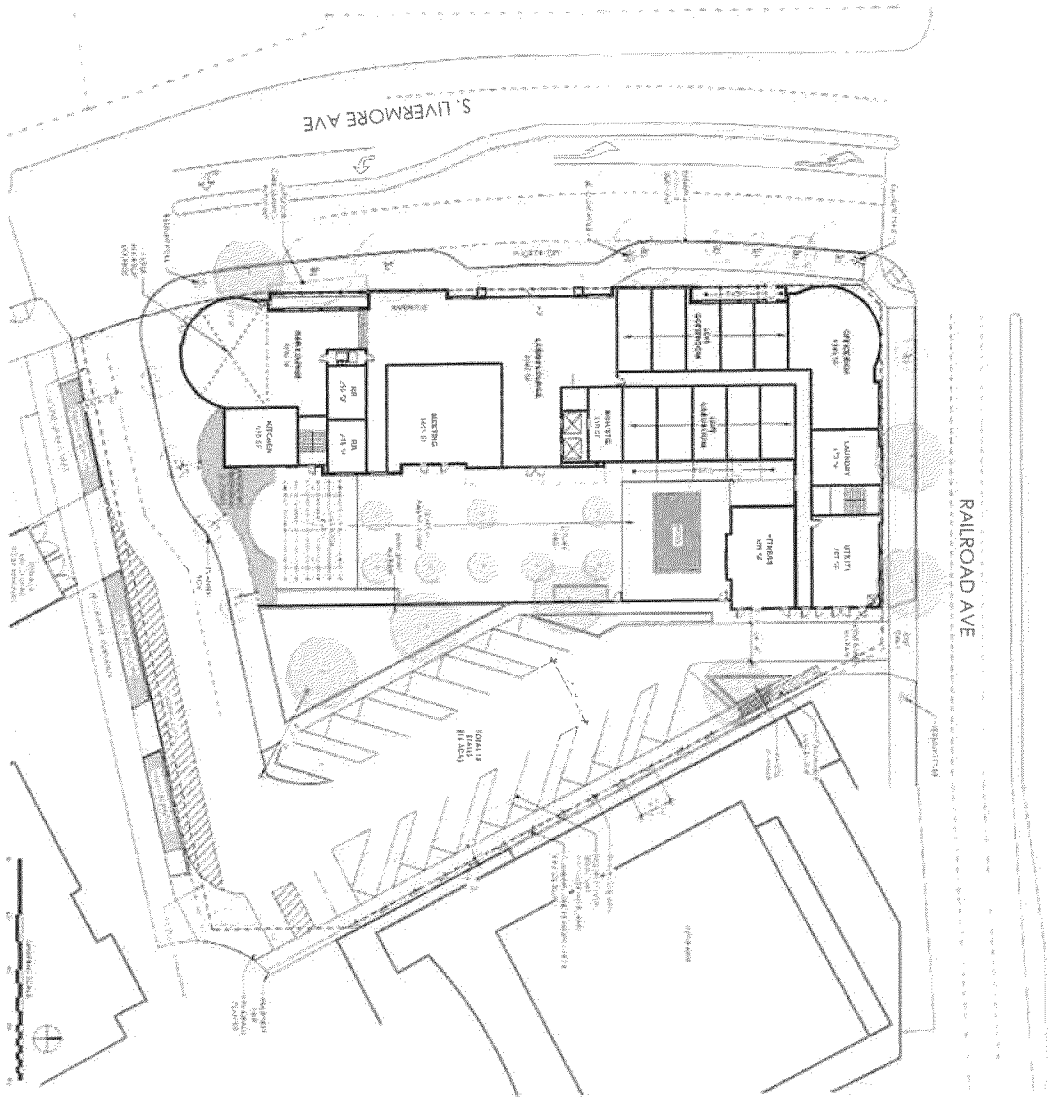
DS
JH

Attachments:
Exhibit A – Real Property Site Plan – Hotel Parcel
Exhibit B – Insurance Requirements

DocuSign Envelope ID: B5E9EF54-EE45-4FA5-B041-5DE3BAF0019A

EXHIBIT A

REAL PROPERTY SITE PLAN - HOTEL PARCEL



LEVEL 1 / SITE PLAN

1

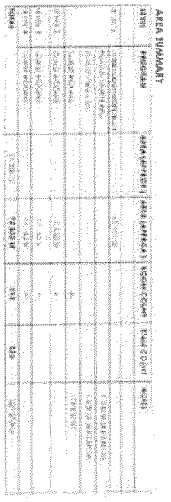
HRGA

presidio companies

LIVERMORE HOTEL

12/16/2021

4



A LEGIBLE COPY OF THIS PAGE CAN BE FOUND ON FILE WITH THE EXECUTED DOCUMENT IN THE OFFICE OF THE CITY CLERK - 1052 S. LIVERMORE AVE., LIVERMORE CA 94550 AND IN COMMUNITY DEVELOPMENT, PLANNING DIVISION ENTILEMENT FILE DDRM22-001

DocuSign Envelope ID: B5E9EF54-EE45-4FA5-B041-5DE3BAF0019A

EXHIBIT B

INSURANCE STATEMENT

The City of Livermore is self-insured for General and Auto Liability up to a self-insured retention (SIR) of $750,000 and for Workers' Compensation up to a SIR of $500,000. The City is a member of California Joint Powers Risk Management Authority (CJPRMA), an excess insurance pool for General and Auto Liability, and of Local Agency Workers' Compensation Excess (LAWCX), an excess insurance pool for Workers' Compensation for claims that exceed the SIR.

Copies of Memoranda of Coverage with the insurance pools or certificates of insurance are available upon request.