

## GUARANTY OF OBOT/CCIGOG LIQUIDATED DAMAGES

THIS GUARANTY OF OBOT/CCIGOG LIQUIDATED DAMAGES ("**Guaranty**"), dated as of February 16, 2016, is executed and delivered by California Capital & Investment Group, Inc., a California corporation qualified to transact business in California ("**Guarantor**"), in favor of the CITY OF OAKLAND, an independent municipal corporation ("**City**"), with reference to the facts set forth in the Recitals below. Guarantor and City are hereinafter sometimes referred to individually as a "party" and collectively as the "parties." Unless otherwise defined herein, all capitalized terms used in this Guaranty shall have the same meanings set forth in the LDDA (as defined in the first Recital below):

### RECITALS

WHEREAS, Guarantor is an Affiliate of both Oakland Bulk and Oversized terminal, LLC, a California limited liability company ("**OBOT**"), and CCIG Oakland Global, LLC, a California limited liability company, ("**CCIGOG**"), and is willing to execute and deliver this Guaranty for the express and intended purpose of inducing City to consent to Prologis CCIG Oakland Global, LLC's assignment and delegation to OBOT and CCIGOG of certain rights and obligations under that certain Army Base Gateway Redevelopment Project LDDA Development and Disposition Agreement, dated as of December 4, 2012, by and between City and certain developer parties, including all exhibits and schedules attached thereto (the "**Original LDDA**"), and as amended (the "**LDDA**") with respect to, inter alia, that certain property described in the LDDA as the West Gateway and the MH-1 Lease Area and located in the City of Oakland, State of California (the "**OBOT/CCIGOG Lease Property**"); and

WHEREAS, upon the satisfaction or (where applicable) OBOT/CCIGOG's waiver of certain conditions precedent set forth in the LDDA, OBOT or CCIGOG (as applicable) or their respective permitted, affiliated assignees/designees) is obligated under the LDDA to ground lease the OBOT/CCIGOG Lease Property from City in two (2) Phases, and to pay to City the Liquidated Damages related to the OBOT/CCIGOG Lease Property, as defined and in the amount, time and manner set forth in the LDDA, in the event that OBOT or CCIGOG) defaults with respect to its obligations under the LDDA to Close Escrow on the ground lease for each Phase of the OBOT/CCIGOG Lease Property; and

WHEREAS, concurrently with the Effective Date of the Third Amendment to the LDDA, Developer is required to deliver to City this guaranty of payment of the WGW Only Liquidated Damages, the MH-1 Only Liquidated Damages or the WGW/MH-1 Liquidated Damages (collectively, the "**OBOT/CCIGOG Liquidated Damages**") for the breach of any Guaranteed Obligations (defined below) by Guarantor.

NOW, THEREFORE, Guarantor, in order to induce City to consent to the partial assignment of the LDDA to OBOT/CCIGOG and for other valuable consideration received by Developer and Guarantor, the receipt and adequacy of which are hereby acknowledged, does hereby agrees as follows:

## GUARANTY

1. Guaranty. Guarantor hereby unconditionally, absolutely and irrevocably guarantees to City all of the following (collectively, the "**Guaranteed Obligations**"): (a) the payment in full of the OBOT/CCIGOG Liquidated Damages (or applicable portion thereof) for the breach of an obligation to either (i) Close Escrow on the ground lease for the West Gateway or the MH-1 Lease Area in the amount and in the time and manner set forth in the LDDA and/or (ii) the failure to pay the funds required with respect to the OBOT Wharf and Rail Improvements pursuant to Section 3.3.1.1.2 of the Original LDDA; and (b) the payment in full of all costs and expenses of City, including but not limited to reasonable attorneys' fees (for attorneys of the Office of City Attorney of the City of Oakland and private attorneys), incurred in the enforcement or collection of the OBOT/CCIGOG Liquidated Damages (or applicable portion thereof).

2. Further Instruments. Guarantor shall execute and deliver to City such further documents, instruments and agreements, upon such terms and conditions, as City may reasonably require, in order to further evidence Guarantor's agreement to satisfy the Guaranteed Obligations as required hereunder.

3. Guarantor Authorizations. Guarantor authorizes City, without giving notice to Guarantor or obtaining Guarantor's consent and without affecting the liability of Guarantor, from time to time, to: (a) amend or modify the terms and conditions of the LDDA; or (b) assign this Guaranty in whole or in part, provided that such assignment is in connection with, and to the transferee of, City's interest in all or any portion of the Lease Property.

4. Requirements for Release. The Guaranteed Obligations shall be deemed to be fully performed, and Guarantor shall be released from any further liability hereunder, upon the satisfaction by OBOT or CCIGOG (as applicable) or Guarantor, or written waiver by City (which waiver shall be in City's sole and absolute discretion), of all of the following requirements (the "**Requirements**"):

4.1 In the event OBOT or CCIGOG (as applicable) is not in default of its obligations under the LDDA to Close Escrow on the ground lease for the West Gateway or the MH-1 Lease Area, then upon the occurrence of either of the following:

4.1.1 The Close of Escrow on the applicable ground lease for both Phases of the OBOT/CCIGOG Lease Area; or

4.1.2 The expiration or termination of the LDDA in accordance with the provisions thereof.

4.2 In the event OBOT or CCIGOG (as applicable) is in default of its obligations under the LDDA to Close Escrow on the ground lease for the West Gateway or the MH-1 Lease Area, then upon satisfaction in full of the Guaranteed Obligations in accordance with this Guaranty.

5. Termination Instrument. At the request of Guarantor, City agrees to deliver to Guarantor an instrument evidencing the termination of this Guaranty following satisfaction in



full of the Guaranteed Obligations and fulfillment of the Requirements as expressly provided above.

6. Independent Obligations. Guarantor's obligations hereunder are independent of the obligations of OBOT or CCIGOG, or any assignee of the LDDA, and a separate action or actions may be brought and prosecuted against Guarantor whether or not action is brought against OBOT or CCIGOG (as applicable) or any such assignee or whether or not OBOT or CCIGOG (as applicable) or any such assignee be joined in any such action or actions.

7. Further Authorizations. Guarantor authorizes City, without notice or demand and without affecting Guarantor's liability hereunder, from time to time to (a) extend, accelerate, or otherwise change the time for any payment provided for in the LDDA, or any covenant, term or condition of the LDDA, in any respect to impair or suspend City's remedies or rights against OBOT or CCIGOG (as applicable) in respect to the LDDA, and to consent to any assignment, or reassignment of the LDDA; (b) take and hold security for any payment provided for in the LDDA or for the performance of any covenant, term or condition of the LDDA, or exchange, waive or release any such security; and (c) apply such security and direct the order or manner of sale thereof as City in its discretion may determine. City may without notice assign this Guaranty, the LDDA, or any sums payable thereunder. Notwithstanding any extension of the LDDA, this Guaranty shall continue until all of the Guaranteed Obligations have been satisfied in full and the Requirements have been fulfilled.

8. Preferential Payments. Guarantor further agrees that to the extent OBOT or CCIGOG (as applicable) or Guarantor makes any payment to City in satisfaction of any part of the Guaranteed Obligations, and all or any part of such payment is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid by City or paid over to a trustee, receiver or any other entity, under any applicable state or federal law, including, without limitation, laws pertaining to bankruptcy, insolvency or other proceeding (any such payment is hereinafter referred to as a "**Preferential Payment**"), then notwithstanding any prior revocation, termination, surrender or discharge of this Guaranty in whole or part, this Guaranty shall continue to be effective or shall be reinstated, as the case may be, and, to the extent of such payment or repayment by City, the Guaranteed Obligations or part thereof intended to be satisfied by such Preferential Payment shall be revived and continued in full force and effect as if said Preferential Payment had not been made.

9. Waivers of Enforcement. Guarantor acknowledges and agrees that the liabilities created by this Guaranty are direct and are not conditioned upon pursuit by City of any remedy City may have against OBOT or CCIGOG (as applicable) or any other person or any security. Guarantor waives any right to require City to (a) proceed against OBOT or CCIGOG (as applicable) or any other person or entity; (b) proceed against or exhaust any security held from OBOT or CCIGOG (as applicable) or Guarantor; (c) pursue any other remedy in City's power which Guarantor cannot itself pursue, and which would lighten its burden; or (d) make any presentment. Guarantor waives any defense arising by reason of any disability or other defense of OBOT or CCIGOG (as applicable), or any assignee of the LDDA, by reason of the cessation from any cause whatsoever of the liability of OBOT or CCIGOG (as applicable), or any assignee of the LDDA, or by reason of any lack of authority of any officer, director, partner, agent or other person acting or purporting to act on behalf of OBOT or CCIGOG (as applicable), or any



defect in the formation of OBOT or CCIGOG (as applicable). Guarantor waives all demands upon and notices to OBOT or CCIGOG (as applicable), or any assignee of the LDDA, and to Guarantor other than as provided herein, including, without limitation, demands for performance, notices of non-performance, notices of non-payment and notice of acceptance of this Guaranty. Guarantor waives the benefit of any statute of limitations affecting its obligations hereunder or the enforcement thereof.

10. WAIVERS OF STATUTES. WITHOUT LIMITING THE GENERALITY OF ANY OTHER WAIVER OR OTHER PROVISION SET FORTH IN THIS GUARANTY, GUARANTOR HEREBY WAIVES, TO THE MAXIMUM EXTENT SUCH WAIVER IS PERMITTED BY LAW, ANY AND ALL BENEFITS, DEFENSES TO PAYMENT OR PERFORMANCE, OR ANY RIGHT TO PARTIAL OR COMPLETE EXONERATION ARISING DIRECTLY OR INDIRECTLY UNDER ANY ONE OR MORE OF CALIFORNIA CIVIL CODE SECTIONS 2799, 2808, 2809, 2810, 2815, 2819, 2820, 2821, 2822, 2838, 2839, 2845, 2847, 2848, 2849, AND 2850.

11. Waivers of Subrogation. Until such time as the Guaranteed Obligations have been performed in full, Guarantor waives any and all rights to be subrogated to the position of City or to have the benefit of any lien, security interest or other guaranty now or later held by City for the Guaranteed Obligations or to enforce any remedy which City now or later has against OBOT or CCIGOG (as applicable) or any other person. Guarantor agrees that until such time as the Guaranteed Obligations have been performed in full and the period of time has expired during which any payment made by OBOT or CCIGOG (as applicable), any assignee of the LDDA, or Guarantor to City on account of the Guaranteed Obligations may be determined to be a Preferential Payment, any claim or other rights which Guarantor may now have or hereafter acquire against OBOT or CCIGOG (as applicable), any assignee of the LDDA, or any other guarantor of all or any of the Guaranteed Obligations that arise from the existence or performance of Guarantor's obligations under this Guaranty or any other document executed in connection with the LDDA, and under any extensions, renewals or modifications thereof (all such claims and rights are referred to as "**Guarantor's Conditional Rights**"), including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, or indemnification, any right to participate in any claim or remedy of City against OBOT or CCIGOG (as applicable) or any assignee of the LDDA or any collateral which City now has or hereafter acquires, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, by any payment made hereunder or otherwise, including without limitation, the right to take or receive from OBOT or CCIGOG (as applicable) or any assignee of the LDDA, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such claim or other rights, shall be subordinate to City's right to full performance of the Guaranteed Obligations, and Guarantor shall not enforce Guarantor's Conditional Rights during such period. If, notwithstanding the foregoing provision, any amount shall be paid to Guarantor on account of Guarantor's Conditional Rights and either (i) such amount is paid to Guarantor at any time when the Guaranteed Obligations shall not have been paid or performed in full, or (ii) regardless of when such amount is paid to Guarantor, any payments made by OBOT or CCIGOG (as applicable) or any assignee of the LDDA to City on account of the Guaranteed Obligations is at any time determined to be a Preferential Payment, then such amount paid to Guarantor shall be held in trust for the benefit of the City and shall forthwith be paid to City to be credited and applied upon the Guaranteed Obligations, whether



matured or unmatured, in such order as City in its sole and absolute discretion, shall determine. Guarantor represents, warrants and covenants that (a) there do not now exist any agreements between Guarantor and OBOT or CCIGOG (as applicable) which are inconsistent with the waiver of subrogation contained herein, (b) Guarantor will not hereafter enter into any such agreements with OBOT or CCIGOG (as applicable), and (c) any such purported agreements are void.

12. Subordination. To the extent that any of the provisions of the immediately preceding paragraph shall not be enforceable, Guarantor agrees that until such time as the Guaranteed Obligations have been paid and performed in full and the period of time has expired during which any payment made by OBOT or CCIGOG (as applicable), any assignee of the LDDA, or Guarantor to City on account of the Guaranteed Obligations may be determined to be a Preferential Payment, Guarantor's Conditional Rights to the extent not validly waived shall be subordinate to City's right to full performance of the Guaranteed Obligations, and Guarantor shall not enforce Guarantor's Conditional Rights during such period.

13. Obligations to Cure OBOT/CCIGOG Defaults. Within thirty (30) days after Guarantor's receipt of written notice from City of any default by OBOT or CCIGOG (as applicable) under the LDDA pertaining to any of the Guaranteed Obligations, Guarantor shall cure or cause OBOT or CCIGOG (as applicable) to cure any such monetary default and any other such OBOT or CCIGOG (as applicable) defaults that are reasonably susceptible of cure by Guarantor within such period, subject to delays for Force Majeure. For purposes of determining the defaults which are reasonably susceptible of cure by Guarantor, the fact that Guarantor controls OBOT or CCIGOG or a member or Affiliate of OBOT or CCIGOG will be taken into account, and any defaults that Guarantor is able to cure within such period through the legal, valid and reasonable exercise of such control shall be deemed curable by Guarantor.

14. Attorneys' Fees. Guarantor agrees to pay reasonable attorneys' fees (both fees for attorneys of the Office of City Attorney of the City of Oakland and private attorneys) and all other costs and expenses which may be incurred by City in the enforcement of this Guaranty or otherwise arising out of the subject matter of this Guaranty. For purposes of this Guaranty, the reasonable fees of attorneys of the Office of City Attorney of the City of Oakland shall be based on the fees then regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which such services were rendered who practice in the City of Oakland in law firms with approximately the same number of attorneys as employed by the City Attorney's Office.

15. No Waiver. No right or power of City shall be deemed to have been waived by any act or conduct on the part of City, or by any neglect to exercise such right or power, or by any delay in so doing; and every right and power of City shall continue in full force and effect until such right or power is specifically waived by an instrument in writing executed by City.

16. No Assignment. Guarantor shall not assign or delegate, in whole or in part, any of its rights or obligations under this Guaranty. Subject to the preceding sentence, this Guaranty shall bind Guarantor, its successors and assigns, and shall inure to the benefit of City, and its successors and assigns.

17. Governing Law. This Guaranty is entered into in the City of Oakland and each and every term and provision thereof shall be construed in accordance with the laws of the State of California, without reference to its conflict of laws provisions.

18. Guarantor Knowledge. Guarantor warrants and agrees that each of the waivers set forth in this Guaranty is made with Guarantor's full knowledge of its significance and consequences, and that under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any of said waivers are determined to be contrary to any applicable law or public policy, such waivers shall be effective only to the maximum extent permitted by law.

19. Notice. Any notice to be given City hereunder shall be given at the address and in the manner set forth in Section 10.3 of the Original LDDA. Any notice to be given Guarantor shall be given at the address set forth below Guarantor's signature and in the manner set forth in Section 10.3 of the Original LDDA.

20. Representations and Warranties. Guarantor represents, warrants and covenants that (i) it has full power and authority to execute, deliver and perform its obligations under this Guaranty, (ii) the execution, delivery and performance has been duly authorized by all requisite action on its part, (iii) this Guaranty constitutes the valid, legal and binding obligation of Guarantor, (iv) there are no actions, suits or proceedings pending, or to the knowledge of Guarantor threatened against or affecting Guarantor which could have a material adverse effect on the ability of Guarantor to honor its obligations hereunder, or involving the validity or enforceability of this Guaranty, at law or in equity, (v) the consummation of the transaction hereby contemplated and performance of this Guaranty will not result in the breach of, or constitute a default under, any mortgage, deed of trust, LDDA, bank loan or credit agreement, partnership agreement, corporate charter, bylaws or other agreement or instrument to which Guarantor is a party or by which it is or may be bound or affected, and (vi) Guarantor has no counterclaims, offsets or defenses with respect to this Guaranty.

21. Independent Investigation. Guarantor delivers this Guaranty based solely on its independent investigation of the financial condition and capabilities of OBOT and CCIGOG and is not relying on any information furnished by City. Guarantor assumes full responsibility for obtaining any further information concerning OBOT/CCIGOG's financial condition and capabilities or any other matter that Guarantor may deem necessary or appropriate from time to time. Guarantor waives any duty on the part of City, and agrees that it is not relying upon nor expecting City to disclose to Guarantor any fact now or later known by City, whether relating to the operations or condition of OBOT or CCIGOG (as applicable), the existence, liabilities or financial condition or capabilities of any other party, the occurrence of any default with respect to the Guaranteed Obligations, or otherwise, notwithstanding any effect these facts may have upon Guarantor's risk under this Guaranty or Guarantor's rights against OBOT or CCIGOG (as applicable). Guarantor knowingly accepts the full range of risk encompassed by the scope of this Guaranty, including without limitation, the possibility that OBOT or CCIGOG will incur obligations for which Guarantor will be liable under this Guaranty after OBOT/CCIGOG's financial condition or ability to pay its lawful debts when they fall due has deteriorated. Guarantor agrees that no security now or later held by City for the performance of the Guaranteed Obligations, whether from OBOT or CCIGOG (as applicable), any guarantor or surety, or otherwise, and whether in the nature of a security interest, pledge, lien, assignment,



setoff, suretyship, guaranty, indemnity, insurance or otherwise, shall affect in any manner the unconditional obligation of Guarantor under this Guaranty, and City, in its sole discretion, without notice to Guarantor, may release, exchange, enforce and otherwise deal with any security without affecting in any manner the unconditional obligation of Guarantor under this Guaranty.

22. Review of LDDA. Guarantor has received a copy of the LDDA, as executed or in the form to be executed, and is satisfied with all of the terms and conditions thereof (to the extent that same are applicable to the Guaranteed Obligations). In executing and delivering this Guaranty, Guarantor has relied on its own review of the LDDA and not on any representation or statement of City or any other person.

23. Jurisdiction and Venue. Guarantor hereby irrevocably submit to the jurisdiction and venue of any State court in Oakland, California, in any action or proceeding brought to enforce or otherwise arising out of or related to this Guaranty and irrevocably waive to the fullest extent permitted by law any objection which Guarantor may now or hereafter have to the resting of such jurisdiction and venue in such forum, and hereby further irrevocably waives any claim that such forum is an inconvenient forum.

24. Entire Agreement/Amendment. Except as otherwise expressly set forth herein, this Guaranty, including all recitals, exhibits and schedules hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings, correspondence, negotiations, representations, promises and agreements, oral or written, by or between the parties, with respect to the subject matter hereof. This Guaranty may be amended, modified, or supplemented only by a writing signed by both parties.

25. Counterparts. This Guaranty, and all amendments and supplements to it, may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. The parties shall be entitled to rely upon facsimile copies or electronic copies of a party's signature to this Guaranty and any instrument executed in connection herewith.

26. Severability. If any of the provisions contained in this Guaranty shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Guaranty, and this Guaranty shall be construed as if such invalid, illegal, or unenforceable provision had not been contained in this Guaranty.

27. Interpretation. Captions and headings in this Guaranty are for convenience of reference only and shall not affect the meaning or interpretation of any provision of this Guaranty. As used herein: (a) the singular shall include the plural (and vice versa) and the masculine or neuter gender shall include the feminine gender (and vice versa) where the context so requires; (b) locative adverbs such as "herein," "hereto," and "hereunder" shall refer to this Guaranty in its entirety and not to any specific section or paragraph; (c) the terms "include," "including," and similar terms shall be construed as though followed immediately by the phrase "but not limited to;" (d) "shall," "will," "must," "agrees," and "covenants," are mandatory and "may" is permissive; and (e) "or" is not exclusive. The parties have jointly participated in the

negotiation and drafting of this Guaranty, and this Guaranty shall be construed fairly and equally as to the parties, without regard to any rules of construction relating to the party who drafted a particular provision of this Guaranty.


28. No Third Party Beneficiaries. This Guaranty is made solely for the benefit of the parties to this Guaranty and their respective successors and permitted assigns, and no other person or entity shall have or acquire any rights or remedies under this Guaranty, except as otherwise expressly provided in this Guaranty.

29. Adequate Consideration. Guarantor represents and warrants that it has received adequate and sufficient consideration for the Guaranteed Obligations incurred under this Guaranty.

IN WITNESS WHEREOF, Guarantor has executed and delivered this Guaranty as of the date first set forth above.

GUARANTOR:

California Capital & Investment Group, Inc., a  
California corporation

By: 

Name: Mark McClure

Title: Authorized Signatory

Address for Notices to Guarantor:

California Capital & Investments, Inc.  
The Rotunda Building  
300 Frank Ogawa Plaza, Suite 340  
Oakland, CA 94612  
Attn: Mr. Phil Tagami  
Facsimile: (510) 834-5380

With a courtesy copy to:

Law Office of Marc Stice  
2201 Broadway, Suite 604  
Oakland, CA 94612  
Attn: Marc Stice, Esq.  
Facsimile: (510) 832-2638



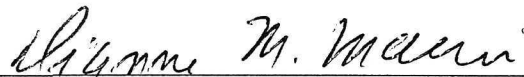
ACCEPTED BY CITY OF OAKLAND

By: 

Name: SABRYNA LANDRETH

Its: CITY ADMINISTRATOR

Approved as to form:

  
Deputy City Attorney

WRITTEN CONSENT OF BOARD OF DIRECTORS  
OF THE  
CALIFORNIA CAPITAL & INVESTMENT GROUP, INC.

The undersigned, being the duly elected and acting Directors of the California Capital & Investment Group, Inc., a California corporation (the “**Corporation**”), hereby adopt the following resolutions by unanimous written consent, without a meeting, pursuant to Section 307(b) of the California Corporations Code and the Bylaws of this Corporation, effective as of October 21, 2015:

GUARANTY OF LIQUIDATED DAMAGES OBLIGATIONS

WHEREAS, the Corporation has been requested to guaranty the performance of certain obligations of the Oakland Bulk and Oversized Terminal, LLC and CCIG Oakland Global, LLC under the Army Base Redevelopment Project Lease Disposition and Development Agreements, dated October 24, 2012, as amended, pursuant to the form of Guarantee attached hereto as Exhibit 1 (the “**WGW/MH-1 Guarantee**”);

WHEREAS, after consideration, the Directors have determined that it is in the best interest of the Corporation to provide the WGW/MH-1 Guarantee, it is therefore

RESOLVED, that the Directors hereby approve the Corporation’s execution and delivery of the WGW/MH-1 Guarantee; and


FURTHER RESOLVED, that any one of the following individuals is authorized, empowered and directed to execute and deliver the WGW/MH-1 Guarantee on behalf of the Corporation: Phil Tagami of Mark McClure.

[Signatures on next page]



The Secretary of this Corporation is hereby directed to file this written consent and the resolutions adopted hereby with the minutes of the proceedings of the Board of Directors.

  
\_\_\_\_\_  
Phil Tagami, Director

  
\_\_\_\_\_  
Len Epstein, Director 10-20-25

  
\_\_\_\_\_  
Damian Fink, Director

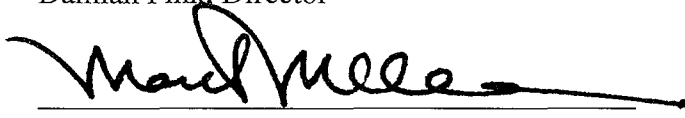
  
\_\_\_\_\_  
Mark McClure, Director

Exhibit 1

Form of WGW/MH-1 Guarantee

[See attached]

## GUARANTY OF OBOT/CCIGOG LIQUIDATED DAMAGES

THIS GUARANTY OF OBOT/CCIGOG LIQUIDATED DAMAGES ("**Guaranty**"), dated as of \_\_\_\_\_, 2015, is executed and delivered by California Capital & Investment Group, Inc., a California corporation qualified to transact business in California ("**Guarantor**"), in favor of the CITY OF OAKLAND, an independent municipal corporation ("**City**"), with reference to the facts set forth in the Recitals below. Guarantor and City are hereinafter sometimes referred to individually as a "party" and collectively as the "parties." Unless otherwise defined herein, all capitalized terms used in this Guaranty shall have the same meanings set forth in the LDDA (as defined in the first Recital below):

### RECITALS

WHEREAS, Guarantor is an Affiliate of both Oakland Bulk and Oversized terminal, LLC, a California limited liability company ("**OBOT**"), and CCIG Oakland Global, LLC, a California limited liability company, ("**CCIGOG**"), and is willing to execute and deliver this Guaranty for the express and intended purpose of inducing City to consent to Prologis CCIG Oakland Global, LLC's assignment and delegation to OBOT and CCIGOG of certain rights and obligations under that certain Army Base Gateway Redevelopment Project LDDA Development and Disposition Agreement, dated as of December 4, 2012, by and between City and certain developer parties, including all exhibits and schedules attached thereto (the "**Original LDDA**"), and as amended (the "**LDDA**") with respect to, inter alia, that certain property described in the LDDA as the West Gateway and the MH-1 Lease Area and located in the City of Oakland, State of California (the "**OBOT/CCIGOG Lease Property**"); and

WHEREAS, upon the satisfaction or (where applicable) OBOT/CCIGOG's waiver of certain conditions precedent set forth in the LDDA, OBOT or CCIGOG (as applicable) or their respective permitted, affiliated assignees/designees) is obligated under the LDDA to ground lease the OBOT/CCIGOG Lease Property from City in two (2) Phases, and to pay to City the Liquidated Damages related to the OBOT/CCIGOG Lease Property, as defined and in the amount, time and manner set forth in the LDDA, in the event that OBOT or CCIGOG defaults with respect to its obligations under the LDDA to Close Escrow on the ground lease for each Phase of the OBOT/CCIGOG Lease Property; and

WHEREAS, concurrently with the Effective Date of the Third Amendment to the LDDA, Developer is required to deliver to City this guaranty of payment of the GWG Only Liquidated Damages, the MH-1 Only Liquidated Damages or the GWG/MH-1 Liquidated Damages (collectively, the "**OBOT/CCIGOG Liquidated Damages**") for the breach of any Guaranteed Obligations (defined below) by Guarantor.

NOW, THEREFORE, Guarantor, in order to induce City to consent to the partial assignment of the LDDA to OBOT/CCIGOG and for other valuable consideration received by Developer and Guarantor, the receipt and adequacy of which are hereby acknowledged, does hereby agrees as follows:



## GUARANTY

1. Guaranty. Guarantor hereby unconditionally, absolutely and irrevocably guarantees to City all of the following (collectively, the "**Guaranteed Obligations**"): (a) the payment in full of the OBOT/CCIGOG Liquidated Damages (or applicable portion thereof) for the breach of an obligation to either (i) Close Escrow on the ground lease for the West Gateway or the MH-1 Lease Area in the amount and in the time and manner set forth in the LDDA and/or (ii) the failure to pay the funds required with respect to the OBOT Wharf and Rail Improvements pursuant to Section 3.3.1.1.2 of the Original LDDA; and (b) the payment in full of all costs and expenses of City, including but not limited to reasonable attorneys' fees (for attorneys of the Office of City Attorney of the City of Oakland and private attorneys), incurred in the enforcement or collection of the OBOT/CCIGOG Liquidated Damages (or applicable portion thereof).

2. Further Instruments. Guarantor shall execute and deliver to City such further documents, instruments and agreements, upon such terms and conditions, as City may reasonably require, in order to further evidence Guarantor's agreement to satisfy the Guaranteed Obligations as required hereunder.

3. Guarantor Authorizations. Guarantor authorizes City, without giving notice to Guarantor or obtaining Guarantor's consent and without affecting the liability of Guarantor, from time to time, to: (a) amend or modify the terms and conditions of the LDDA; or (b) assign this Guaranty in whole or in part, provided that such assignment is in connection with, and to the transferee of, City's interest in all or any portion of the Lease Property.

4. Requirements for Release. The Guaranteed Obligations shall be deemed to be fully performed, and Guarantor shall be released from any further liability hereunder, upon the satisfaction by OBOT or CCIGOG (as applicable) or Guarantor, or written waiver by City (which waiver shall be in City's sole and absolute discretion), of all of the following requirements (the "**Requirements**"):

4.1 In the event OBOT or CCIGOG (as applicable) is not in default of its obligations under the LDDA to Close Escrow on the ground lease for the West Gateway or the MH-1 Lease Area, then upon the occurrence of either of the following:

4.1.1 The Close of Escrow on the applicable ground lease for both Phases of the OBOT/CCIGOG Lease Area; or

4.1.2 The expiration or termination of the LDDA in accordance with the provisions thereof.

4.2 In the event OBOT or CCIGOG (as applicable) is in default of its obligations under the LDDA to Close Escrow on the ground lease for the West Gateway or the MH-1 Lease Area, then upon satisfaction in full of the Guaranteed Obligations in accordance with this Guaranty.

5. Termination Instrument. At the request of Guarantor, City agrees to deliver to Guarantor an instrument evidencing the termination of this Guaranty following satisfaction in

full of the Guaranteed Obligations and fulfillment of the Requirements as expressly provided above.

6. Independent Obligations. Guarantor's obligations hereunder are independent of the obligations of OBOT or CCIGOG, or any assignee of the LDDA, and a separate action or actions may be brought and prosecuted against Guarantor whether or not action is brought against OBOT or CCIGOG (as applicable) or any such assignee or whether or not OBOT or CCIGOG (as applicable) or any such assignee be joined in any such action or actions.

7. Further Authorizations. Guarantor authorizes City, without notice or demand and without affecting Guarantor's liability hereunder, from time to time to (a) extend, accelerate, or otherwise change the time for any payment provided for in the LDDA, or any covenant, term or condition of the LDDA, in any respect to impair or suspend City's remedies or rights against OBOT or CCIGOG (as applicable) in respect to the LDDA, and to consent to any assignment, or reassignment of the LDDA; (b) take and hold security for any payment provided for in the LDDA or for the performance of any covenant, term or condition of the LDDA, or exchange, waive or release any such security; and (c) apply such security and direct the order or manner of sale thereof as City in its discretion may determine. City may without notice assign this Guaranty, the LDDA, or any sums payable thereunder. Notwithstanding any extension of the LDDA, this Guaranty shall continue until all of the Guaranteed Obligations have been satisfied in full and the Requirements have been fulfilled.

8. Preferential Payments. Guarantor further agrees that to the extent OBOT or CCIGOG (as applicable) or Guarantor makes any payment to City in satisfaction of any part of the Guaranteed Obligations, and all or any part of such payment is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid by City or paid over to a trustee, receiver or any other entity, under any applicable state or federal law, including, without limitation, laws pertaining to bankruptcy, insolvency or other proceeding (any such payment is hereinafter referred to as a "**Preferential Payment**"), then notwithstanding any prior revocation, termination, surrender or discharge of this Guaranty in whole or part, this Guaranty shall continue to be effective or shall be reinstated, as the case may be, and, to the extent of such payment or repayment by City, the Guaranteed Obligations or part thereof intended to be satisfied by such Preferential Payment shall be revived and continued in full force and effect as if said Preferential Payment had not been made.

9. Waivers of Enforcement. Guarantor acknowledges and agrees that the liabilities created by this Guaranty are direct and are not conditioned upon pursuit by City of any remedy City may have against OBOT or CCIGOG (as applicable) or any other person or any security. Guarantor waives any right to require City to (a) proceed against OBOT or CCIGOG (as applicable) or any other person or entity; (b) proceed against or exhaust any security held from OBOT or CCIGOG (as applicable) or Guarantor; (c) pursue any other remedy in City's power which Guarantor cannot itself pursue, and which would lighten its burden; or (d) make any presentment. Guarantor waives any defense arising by reason of any disability or other defense of OBOT or CCIGOG (as applicable), or any assignee of the LDDA, by reason of the cessation from any cause whatsoever of the liability of OBOT or CCIGOG (as applicable), or any assignee of the LDDA, or by reason of any lack of authority of any officer, director, partner, agent or other person acting or purporting to act on behalf of OBOT or CCIGOG (as applicable), or any

defect in the formation of OBOT or CCIGOG (as applicable). Guarantor waives all demands upon and notices to OBOT or CCIGOG (as applicable), or any assignee of the LDDA, and to Guarantor other than as provided herein, including, without limitation, demands for performance, notices of non-performance, notices of non-payment and notice of acceptance of this Guaranty. Guarantor waives the benefit of any statute of limitations affecting its obligations hereunder or the enforcement thereof.

10. WAIVERS OF STATUTES. WITHOUT LIMITING THE GENERALITY OF ANY OTHER WAIVER OR OTHER PROVISION SET FORTH IN THIS GUARANTY, GUARANTOR HEREBY WAIVES, TO THE MAXIMUM EXTENT SUCH WAIVER IS PERMITTED BY LAW, ANY AND ALL BENEFITS, DEFENSES TO PAYMENT OR PERFORMANCE, OR ANY RIGHT TO PARTIAL OR COMPLETE EXONERATION ARISING DIRECTLY OR INDIRECTLY UNDER ANY ONE OR MORE OF CALIFORNIA CIVIL CODE SECTIONS 2799, 2808, 2809, 2810, 2815, 2819, 2820, 2821, 2822, 2838, 2839, 2845, 2847, 2848, 2849, AND 2850.

11. Waivers of Subrogation. Until such time as the Guaranteed Obligations have been performed in full, Guarantor waives any and all rights to be subrogated to the position of City or to have the benefit of any lien, security interest or other guaranty now or later held by City for the Guaranteed Obligations or to enforce any remedy which City now or later has against OBOT or CCIGOG (as applicable) or any other person. Guarantor agrees that until such time as the Guaranteed Obligations have been performed in full and the period of time has expired during which any payment made by OBOT or CCIGOG (as applicable), any assignee of the LDDA, or Guarantor to City on account of the Guaranteed Obligations may be determined to be a Preferential Payment, any claim or other rights which Guarantor may now have or hereafter acquire against OBOT or CCIGOG (as applicable), any assignee of the LDDA, or any other guarantor of all or any of the Guaranteed Obligations that arise from the existence or performance of Guarantor's obligations under this Guaranty or any other document executed in connection with the LDDA, and under any extensions, renewals or modifications thereof (all such claims and rights are referred to as "**Guarantor's Conditional Rights**"), including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, or indemnification, any right to participate in any claim or remedy of City against OBOT or CCIGOG (as applicable) or any assignee of the LDDA or any collateral which City now has or hereafter acquires, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, by any payment made hereunder or otherwise, including without limitation, the right to take or receive from OBOT or CCIGOG (as applicable) or any assignee of the LDDA, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such claim or other rights, shall be subordinate to City's right to full performance of the Guaranteed Obligations, and Guarantor shall not enforce Guarantor's Conditional Rights during such period. If, notwithstanding the foregoing provision, any amount shall be paid to Guarantor on account of Guarantor's Conditional Rights and either (i) such amount is paid to Guarantor at any time when the Guaranteed Obligations shall not have been paid or performed in full, or (ii) regardless of when such amount is paid to Guarantor, any payments made by OBOT or CCIGOG (as applicable) or any assignee of the LDDA to City on account of the Guaranteed Obligations is at any time determined to be a Preferential Payment, then such amount paid to Guarantor shall be held in trust for the benefit of the City and shall forthwith be paid to City to be credited and applied upon the Guaranteed Obligations, whether



matured or unmatured, in such order as City in its sole and absolute discretion, shall determine. Guarantor represents, warrants and covenants that (a) there do not now exist any agreements between Guarantor and OBOT or CCIGOG (as applicable) which are inconsistent with the waiver of subrogation contained herein, (b) Guarantor will not hereafter enter into any such agreements with OBOT or CCIGOG (as applicable), and (c) any such purported agreements are void.

12. Subordination. To the extent that any of the provisions of the immediately preceding paragraph shall not be enforceable, Guarantor agrees that until such time as the Guaranteed Obligations have been paid and performed in full and the period of time has expired during which any payment made by OBOT or CCIGOG (as applicable), any assignee of the LDDA, or Guarantor to City on account of the Guaranteed Obligations may be determined to be a Preferential Payment, Guarantor's Conditional Rights to the extent not validly waived shall be subordinate to City's right to full performance of the Guaranteed Obligations, and Guarantor shall not enforce Guarantor's Conditional Rights during such period.

13. Obligations to Cure OBOT/CCIGOG Defaults. Within thirty (30) days after Guarantor's receipt of written notice from City of any default by OBOT or CCIGOG (as applicable) under the LDDA pertaining to any of the Guaranteed Obligations, Guarantor shall cure or cause OBOT or CCIGOG (as applicable) to cure any such monetary default and any other such OBOT or CCIGOG (as applicable) defaults that are reasonably susceptible of cure by Guarantor within such period, subject to delays for Force Majeure. For purposes of determining the defaults which are reasonably susceptible of cure by Guarantor, the fact that Guarantor controls OBOT or CCIGOG or a member or Affiliate of OBOT or CCIGOG will be taken into account, and any defaults that Guarantor is able to cure within such period through the legal, valid and reasonable exercise of such control shall be deemed curable by Guarantor.

14. Attorneys' Fees. Guarantor agrees to pay reasonable attorneys' fees (both fees for attorneys of the Office of City Attorney of the City of Oakland and private attorneys) and all other costs and expenses which may be incurred by City in the enforcement of this Guaranty or otherwise arising out of the subject matter of this Guaranty. For purposes of this Guaranty, the reasonable fees of attorneys of the Office of City Attorney of the City of Oakland shall be based on the fees then regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which such services were rendered who practice in the City of Oakland in law firms with approximately the same number of attorneys as employed by the City Attorney's Office.

15. No Waiver. No right or power of City shall be deemed to have been waived by any act or conduct on the part of City, or by any neglect to exercise such right or power, or by any delay in so doing; and every right and power of City shall continue in full force and effect until such right or power is specifically waived by an instrument in writing executed by City.

16. No Assignment. Guarantor shall not assign or delegate, in whole or in part, any of its rights or obligations under this Guaranty. Subject to the preceding sentence, this Guaranty shall bind Guarantor, its successors and assigns, and shall inure to the benefit of City, and its successors and assigns.

17. Governing Law. This Guaranty is entered into in the City of Oakland and each and every term and provision thereof shall be construed in accordance with the laws of the State of California, without reference to its conflict of laws provisions.

18. Guarantor Knowledge. Guarantor warrants and agrees that each of the waivers set forth in this Guaranty is made with Guarantor's full knowledge of its significance and consequences, and that under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any of said waivers are determined to be contrary to any applicable law or public policy, such waivers shall be effective only to the maximum extent permitted by law.

19. Notice. Any notice to be given City hereunder shall be given at the address and in the manner set forth in Section 10.3 of the Original LDDA. Any notice to be given Guarantor shall be given at the address set forth below Guarantor's signature and in the manner set forth in Section 10.3 of the Original LDDA.

20. Representations and Warranties. Guarantor represents, warrants and covenants that (i) it has full power and authority to execute, deliver and perform its obligations under this Guaranty, (ii) the execution, delivery and performance has been duly authorized by all requisite action on its part, (iii) this Guaranty constitutes the valid, legal and binding obligation of Guarantor, (iv) there are no actions, suits or proceedings pending, or to the knowledge of Guarantor threatened against or affecting Guarantor which could have a material adverse effect on the ability of Guarantor to honor its obligations hereunder, or involving the validity or enforceability of this Guaranty, at law or in equity, (v) the consummation of the transaction hereby contemplated and performance of this Guaranty will not result in the breach of, or constitute a default under, any mortgage, deed of trust, LDDA, bank loan or credit agreement, partnership agreement, corporate charter, bylaws or other agreement or instrument to which Guarantor is a party or by which it is or may be bound or affected, and (vi) Guarantor has no counterclaims, offsets or defenses with respect to this Guaranty.

21. Independent Investigation. Guarantor delivers this Guaranty based solely on its independent investigation of the financial condition and capabilities of OBOT and CCIGOG and is not relying on any information furnished by City. Guarantor assumes full responsibility for obtaining any further information concerning OBOT/CCIGOG's financial condition and capabilities or any other matter that Guarantor may deem necessary or appropriate from time to time. Guarantor waives any duty on the part of City, and agrees that it is not relying upon nor expecting City to disclose to Guarantor any fact now or later known by City, whether relating to the operations or condition of OBOT or CCIGOG (as applicable), the existence, liabilities or financial condition or capabilities of any other party, the occurrence of any default with respect to the Guaranteed Obligations, or otherwise, notwithstanding any effect these facts may have upon Guarantor's risk under this Guaranty or Guarantor's rights against OBOT or CCIGOG (as applicable). Guarantor knowingly accepts the full range of risk encompassed by the scope of this Guaranty, including without limitation, the possibility that OBOT or CCIGOG will incur obligations for which Guarantor will be liable under this Guaranty after OBOT/CCIGOG's financial condition or ability to pay its lawful debts when they fall due has deteriorated. Guarantor agrees that no security now or later held by City for the performance of the Guaranteed Obligations, whether from OBOT or CCIGOG (as applicable), any guarantor or surety, or otherwise, and whether in the nature of a security interest, pledge, lien, assignment,

setoff, suretyship, guaranty, indemnity, insurance or otherwise, shall affect in any manner the unconditional obligation of Guarantor under this Guaranty, and City, in its sole discretion, without notice to Guarantor, may release, exchange, enforce and otherwise deal with any security without affecting in any manner the unconditional obligation of Guarantor under this Guaranty.

22. Review of LDDA. Guarantor has received a copy of the LDDA, as executed or in the form to be executed, and is satisfied with all of the terms and conditions thereof (to the extent that same are applicable to the Guaranteed Obligations). In executing and delivering this Guaranty, Guarantor has relied on its own review of the LDDA and not on any representation or statement of City or any other person.

23. Jurisdiction and Venue. Guarantor hereby irrevocably submit to the jurisdiction and venue of any State court in Oakland, California, in any action or proceeding brought to enforce or otherwise arising out of or related to this Guaranty and irrevocably waive to the fullest extent permitted by law any objection which Guarantor may now or hereafter have to the resting of such jurisdiction and venue in such forum, and hereby further irrevocably waives any claim that such forum is an inconvenient forum.

24. Entire Agreement/Amendment. Except as otherwise expressly set forth herein, this Guaranty, including all recitals, exhibits and schedules hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings, correspondence, negotiations, representations, promises and agreements, oral or written, by or between the parties, with respect to the subject matter hereof. This Guaranty may be amended, modified, or supplemented only by a writing signed by both parties.

25. Counterparts. This Guaranty, and all amendments and supplements to it, may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. The parties shall be entitled to rely upon facsimile copies or electronic copies of a party's signature to this Guaranty and any instrument executed in connection herewith.

26. Severability. If any of the provisions contained in this Guaranty shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Guaranty, and this Guaranty shall be construed as if such invalid, illegal, or unenforceable provision had not been contained in this Guaranty.

27. Interpretation. Captions and headings in this Guaranty are for convenience of reference only and shall not affect the meaning or interpretation of any provision of this Guaranty. As used herein: (a) the singular shall include the plural (and vice versa) and the masculine or neuter gender shall include the feminine gender (and vice versa) where the context so requires; (b) locative adverbs such as "herein," "hereto," and "hereunder" shall refer to this Guaranty in its entirety and not to any specific section or paragraph; (c) the terms "include," "including," and similar terms shall be construed as though followed immediately by the phrase "but not limited to;" (d) "shall," "will," "must," "agrees," and "covenants," are mandatory and "may" is permissive; and (e) "or" is not exclusive. The parties have jointly participated in the



negotiation and drafting of this Guaranty, and this Guaranty shall be construed fairly and equally as to the parties, without regard to any rules of construction relating to the party who drafted a particular provision of this Guaranty.

28. No Third Party Beneficiaries. This Guaranty is made solely for the benefit of the parties to this Guaranty and their respective successors and permitted assigns, and no other person or entity shall have or acquire any rights or remedies under this Guaranty, except as otherwise expressly provided in this Guaranty.

29. Adequate Consideration. Guarantor represents and warrants that it has received adequate and sufficient consideration for the Guaranteed Obligations incurred under this Guaranty.

IN WITNESS WHEREOF, Guarantor has executed and delivered this Guaranty as of the date first set forth above.

GUARANTOR:

California Capital & Investment Group, Inc., a  
California corporation

By: \_\_\_\_\_

Name: Mark McClure

Title: Authorized Signatory

Address for Notices to Guarantor:

California Capital & Investments, Inc.  
The Rotunda Building  
300 Frank Ogawa Plaza, Suite 340  
Oakland, CA 94612  
Attn: Mr. Phil Tagami  
Facsimile: (510) 834-5380

With a courtesy copy to:

Law Office of Marc Stice  
2201 Broadway, Suite 604  
Oakland, CA 94612  
Attn: Marc Stice, Esq.  
Facsimile: (510) 832-2638

## GUARANTY OF PROLOGIS LIQUIDATED DAMAGES

THIS GUARANTY OF PROLOGIS LIQUIDATED DAMAGES ("**Guaranty**"), dated as of February 16, 2016, is executed and delivered by PROLOGIS, L.P., a Delaware limited partnership qualified to transact business in California ("**Guarantor**"), in favor of the CITY OF OAKLAND, an independent municipal corporation ("**City**"), with reference to the facts set forth in the Recitals below. Guarantor and City are hereinafter sometimes referred to individually as a "party" and collectively as the "parties." Unless otherwise defined herein, all capitalized terms used in this Guaranty shall have the same meanings set forth in the LDDA (as defined in the first Recital below):

### RECITALS

WHEREAS, Guarantor is an Affiliate of Prologis Mesquite, LLC, a Delaware limited liability company, ("**Prologis**"), and is willing to execute and deliver this Guaranty for the express and intended purpose of inducing City to consent to Prologis CCIG Oakland Global, LLC's assignment and delegation to Prologis of certain rights and obligations under that certain Army Base Gateway Redevelopment Project LDDA Development and Disposition Agreement, dated as of December 4, 2012, by and between City and certain developer parties, including all exhibits and schedules attached thereto (the "**Original LDDA**"), and as amended (the "**LDDA**") with respect to certain property described in the LDDA as the East Gateway and the New Central Gateway Lease Area and located in the City of Oakland, State of California (the "**Prologis Lease Property**"); and

WHEREAS, upon the satisfaction or (where applicable) Prologis' waiver of certain conditions precedent set forth in the LDDA, Prologis (or its permitted, affiliated assignees/designees) is obligated under the LDDA to ground lease the Prologis Lease Property from City in up to three (3) Phases, and to pay to City the Liquidated Damages related to the Prologis Lease Property, as defined and in the amount, time and manner set forth in the LDDA, in the event that Prologis defaults with respect to its obligations under the LDDA to Close Escrow on the ground lease for each Phase of the Prologis Lease Property; and

WHEREAS, concurrently with the Effective Date of the Third Amendment to the LDDA, Prologis is required to deliver to City this guaranty of payment of, as applicable, the EGW Only Liquidated Damages, CE-2 Only Liquidated Damages, the NCGW Only Liquidated Damages, the NCGW/CE-2 Liquidated Damages or NCGW/EGW Liquidated Damages (collectively, the "**Prologis Liquidated Damages**") for the breach of an obligation to Close Escrow on the ground lease for the East Gateway (or portion thereof) or New Central Gateway Lease Area executed by Guarantor.

NOW, THEREFORE, Guarantor, in order to induce City to consent to the partial assignment of the LDDA to Prologis and for other valuable consideration received by Prologis and Guarantor, the receipt and adequacy of which are hereby acknowledged, does hereby agree as follows:

## GUARANTY

1. Guaranty. Guarantor hereby unconditionally, absolutely and irrevocably guarantees to City all of the following (collectively, the "**Guaranteed Obligations**"): (a) the payment in full of the Prologis Liquidated Damages (or applicable portion thereof) for the breach of an obligation to Close Escrow on the ground lease for the East Gateway (or portion thereof) or New Central Gateway Lease Area in the amount and in the time and manner set forth in the LDDA; and (b) the payment in full of all costs and expenses of City, including but not limited to reasonable attorneys' fees (for attorneys of the Office of City Attorney of the City of Oakland and private attorneys), incurred in the enforcement or collection of the Prologis Liquidated Damages (or applicable portion thereof).

2. Further Instruments. Guarantor shall execute and deliver to City such further documents, instruments and agreements, upon such terms and conditions, as City may reasonably require, in order to further evidence Guarantor's agreement to satisfy the Guaranteed Obligations as required hereunder.

3. Guarantor Authorizations. Guarantor authorizes City, without giving notice to Guarantor or obtaining Guarantor's consent and without affecting the liability of Guarantor, from time to time, to: (a) amend or modify the terms and conditions of the LDDA; or (b) assign this Guaranty in whole or in part, provided that such assignment is in connection with, and to the transferee of, City's interest in all or any portion of the Lease Property.

4. Requirements for Release. The Guaranteed Obligations shall be deemed to be fully performed, and Guarantor shall be released from any further liability hereunder, upon the satisfaction by Prologis or Guarantor, or written waiver by City (which waiver shall be in City's sole and absolute discretion), of all of the following requirements (the "**Requirements**"):

4.1 In the event Prologis is not in default of its obligations under the LDDA to Close Escrow on the ground lease for the Prologis Lease Property, then upon the occurrence of either of the following:

4.1.1 The Close of Escrow on the applicable ground leases for the Prologis Lease Property; or

4.1.2 The expiration or termination of the LDDA in accordance with the provisions thereof.

4.2 In the event Prologis is in default of its obligations under the LDDA to Close Escrow on the ground lease for the Prologis Lease Property (or portion thereof), then upon satisfaction in full of the Guaranteed Obligations in accordance with this Guaranty.

5. Termination Instrument. At the request of Guarantor, City agrees to deliver to Guarantor an instrument evidencing the termination of this Guaranty following satisfaction in full of the Guaranteed Obligations and fulfillment of the Requirements as expressly provided above.



6. Independent Obligations. Guarantor's obligations hereunder are independent of the obligations of Prologis, or any assignee of the LDDA, and a separate action or actions maybe brought and prosecuted against Guarantor whether or not action is brought against Prologis or any such assignee or whether or not Prologis or any such assignee be joined in any such action or actions.

7. Further Authorizations. Guarantor authorizes City, without notice or demand and without affecting Guarantor's liability hereunder, from time to time to (a) extend, accelerate, or otherwise change the time for any payment provided for in the LDDA, or any covenant, term or condition of the LDDA, in any respect to impair or suspend City's remedies or rights against Prologis in respect to the LDDA, and to consent to any assignment, or reassignment of the LDDA; (b) take and hold security for any payment provided for in the LDDA or for the performance of any covenant, term or condition of the LDDA, or exchange, waive or release any such security; and (c) apply such security and direct the order or manner of sale thereof as City in its discretion may determine. City may without notice assign this Guaranty, the LDDA, or any sums payable thereunder. Notwithstanding any extension of the LDDA, this Guaranty shall continue until all of the Guaranteed Obligations have been satisfied in full and the Requirements have been fulfilled.

8. Preferential Payments. Guarantor further agrees that to the extent Prologis or Guarantor makes any payment to City in satisfaction of any part of the Guaranteed Obligations, and all or any part of such payment is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid by City or paid over to a trustee, receiver or any other entity, under any applicable state or federal law, including, without limitation, laws pertaining to bankruptcy, insolvency or other proceeding (any such payment is hereinafter referred to as a "**Preferential Payment**"), then notwithstanding any prior revocation, termination, surrender or discharge of this Guaranty in whole or part, this Guaranty shall continue to be effective or shall be reinstated, as the case may be, and, to the extent of such payment or repayment by City, the Guaranteed Obligations or part thereof intended to be satisfied by such Preferential Payment shall be revived and continued in full force and effect as if said Preferential Payment had not been made.

9. Waivers of Enforcement. Guarantor acknowledges and agrees that the liabilities created by this Guaranty are direct and are not conditioned upon pursuit by City of any remedy City may have against Prologis or any other person or any security. Guarantor waives any right to require City to (a) proceed against Prologis or any other person or entity; (b) proceed against or exhaust any security held from Prologis or Guarantor; (c) pursue any other remedy in City's power which Guarantor cannot itself pursue, and which would lighten its burden; or (d) make any presentment. Guarantor waives any defense arising by reason of any disability or other defense of Prologis, or any assignee of the LDDA, by reason of the cessation from any cause whatsoever of the liability of Prologis, or any assignee of the LDDA, or by reason of any lack of authority of any officer, director, partner, agent or other person acting or purporting to act on behalf of Prologis, or any defect in the formation of Prologis. Guarantor waives all demands upon and notices to Prologis, or any assignee of the LDDA, and to Guarantor other than as provided herein, including, without limitation, demands for performance, notices of non-performance, notices of non-payment and notice of acceptance of this Guaranty. Guarantor



waives the benefit of any statute of limitations affecting its obligations hereunder or the enforcement thereof.

10. WAIVERS OF STATUTES. WITHOUT LIMITING THE GENERALITY OF ANY OTHER WAIVER OR OTHER PROVISION SET FORTH IN THIS GUARANTY, GUARANTOR HEREBY WAIVES, TO THE MAXIMUM EXTENT SUCH WAIVER IS PERMITTED BY LAW, ANY AND ALL BENEFITS, DEFENSES TO PAYMENT OR PERFORMANCE, OR ANY RIGHT TO PARTIAL OR COMPLETE EXONERATION ARISING DIRECTLY OR INDIRECTLY UNDER ANY ONE OR MORE OF CALIFORNIA CIVIL CODE SECTIONS 2799, 2808, 2809, 2810, 2815, 2819, 2820, 2821, 2822, 2838, 2839, 2845, 2847, 2848, 2849, AND 2850.

11. Waivers of Subrogation. Until such time as the Guaranteed Obligations have been performed in full, Guarantor waives any and all rights to be subrogated to the position of City or to have the benefit of any lien, security interest or other guaranty now or later held by City for the Guaranteed Obligations or to enforce any remedy which City now or later has against Prologis or any other person. Guarantor agrees that until such time as the Guaranteed Obligations have been performed in full and the period of time has expired during which any payment made by Prologis, any assignee of the LDDA, or Guarantor to City on account of the Guaranteed Obligations may be determined to be a Preferential Payment, any claim or other rights which Guarantor may now have or hereafter acquire against Prologis, any assignee of the LDDA, or any other guarantor of all or any of the Guaranteed Obligations that arise from the existence or performance of Guarantor's obligations under this Guaranty or any other document executed in connection with the LDDA, and under any extensions, renewals or modifications thereof (all such claims and rights are referred to as "**Guarantor's Conditional Rights**"), including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, or indemnification, any right to participate in any claim or remedy of City against Prologis or any assignee of the LDDA or any collateral which City now has or hereafter acquires, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, by any payment made hereunder or otherwise, including without limitation, the right to take or receive from Prologis or any assignee of the LDDA, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such claim or other rights, shall be subordinate to City's right to full performance of the Guaranteed Obligations, and Guarantor shall not enforce Guarantor's Conditional Rights during such period. If, notwithstanding the foregoing provision, any amount shall be paid to Guarantor on account of Guarantor's Conditional Rights and either (i) such amount is paid to Guarantor at any time when the Guaranteed Obligations shall not have been paid or performed in full, or (ii) regardless of when such amount is paid to Guarantor, any payments made by Prologis or any assignee of the LDDA to City on account of the Guaranteed Obligations is at any time determined to be a Preferential Payment, then such amount paid to Guarantor shall be held in trust for the benefit of the City and shall forthwith be paid to City to be credited and applied upon the Guaranteed Obligations, whether matured or unmatured, in such order as City in its sole and absolute discretion, shall determine. Guarantor represents, warrants and covenants that (a) there do not now exist any agreements between Guarantor and Prologis which are inconsistent with the waiver of subrogation contained herein, (b) Guarantor will not hereafter enter into any such agreements with Prologis, and (c) any such purported agreements are void.

12. Subordination. To the extent that any of the provisions of the immediately preceding paragraph shall not be enforceable, Guarantor agrees that until such time as the Guaranteed Obligations have been paid and performed in full and the period of time has expired during which any payment made by Prologis, any assignee of the LDDA, or Guarantor to City on account of the Guaranteed Obligations may be determined to be a Preferential Payment, Guarantor's Conditional Rights to the extent not validly waived shall be subordinate to City's right to full performance of the Guaranteed Obligations, and Guarantor shall not enforce Guarantor's Conditional Rights during such period.

13. Obligations to Cure Prologis Defaults. Within thirty (30) days after Guarantor's receipt of written notice from City of any default by Prologis under the LDDA pertaining to any of the Guaranteed Obligations, Guarantor shall cure or cause Prologis to cure any such monetary default and any other such Prologis defaults that are reasonably susceptible of cure by Guarantor within such period, subject to delays for Force Majeure. For purposes of determining the defaults which are reasonably susceptible of cure by Guarantor, the fact that Guarantor controls Prologis or a member or Affiliate of Prologis will be taken into account, and any defaults that Guarantor is able to cure within such period through the legal, valid and reasonable exercise of such control shall be deemed curable by Guarantor.

14. Attorneys' Fees. Guarantor agrees to pay reasonable attorneys' fees (both fees for attorneys of the Office of City Attorney of the City of Oakland and private attorneys) and all other costs and expenses which may be incurred by City in the enforcement of this Guaranty or otherwise arising out of the subject matter of this Guaranty. For purposes of this Guaranty, the reasonable fees of attorneys of the Office of City Attorney of the City of Oakland shall be based on the fees then regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which such services were rendered who practice in the City of Oakland in law firms with approximately the same number of attorneys as employed by the City Attorney's Office.

15. No Waiver. No right or power of City shall be deemed to have been waived by any act or conduct on the part of City, or by any neglect to exercise such right or power, or by any delay in so doing; and every right and power of City shall continue in full force and effect until such right or power is specifically waived by an instrument in writing executed by City.

16. No Assignment. Guarantor shall not assign or delegate, in whole or in part, any of its rights or obligations under this Guaranty. Subject to the preceding sentence, this Guaranty shall bind Guarantor, its successors and assigns, and shall inure to the benefit of City, and its successors and assigns.

17. Governing Law. This Guaranty is entered into in the City of Oakland and each and every term and provision thereof shall be construed in accordance with the laws of the State of California, without reference to its conflict of laws provisions.

18. Guarantor Knowledge. Guarantor warrants and agrees that each of the waivers set forth in this Guaranty is made with Guarantor's full knowledge of its significance and consequences, and that under the circumstances, the waivers are reasonable and not contrary to



public policy or law. If any of said waivers are determined to be contrary to any applicable law or public policy, such waivers shall be effective only to the maximum extent permitted by law.

19. Notice. Any notice to be given City hereunder shall be given at the address and in the manner set forth in Section 10.3 of the Original LDDA. Any notice to be given Guarantor shall be given at the address set forth below Guarantor's signature and in the manner set forth in Section 10.3 of the Original LDDA.

20. Representations and Warranties. Guarantor represents, warrants and covenants that (i) it has full power and authority to execute, deliver and perform its obligations under this Guaranty, (ii) the execution, delivery and performance has been duly authorized by all requisite action on its part, (iii) this Guaranty constitutes the valid, legal and binding obligation of Guarantor, (iv) there are no actions, suits or proceedings pending, or to the knowledge of Guarantor threatened against or affecting Guarantor which could have a material adverse effect on the ability of Guarantor to honor its obligations hereunder, or involving the validity or enforceability of this Guaranty, at law or in equity, (v) the consummation of the transaction hereby contemplated and performance of this Guaranty will not result in the breach of, or constitute a default under, any mortgage, deed of trust, LDDA, bank loan or credit agreement, partnership agreement, corporate charter, bylaws or other agreement or instrument to which Guarantor is a party or by which it is or may be bound or affected, and (vi) Guarantor has no counterclaims, offsets or defenses with respect to this Guaranty.

21. Independent Investigation. Guarantor delivers this Guaranty based solely on its independent investigation of the financial condition and capabilities of Prologis and is not relying on any information furnished by City. Guarantor assumes full responsibility for obtaining any further information concerning Prologis' financial condition and capabilities or any other matter that Guarantor may deem necessary or appropriate from time to time. Guarantor waives any duty on the part of City, and agrees that it is not relying upon nor expecting City to disclose to Guarantor any fact now or later known by City, whether relating to the operations or condition of Prologis, the existence, liabilities or financial condition or capabilities of any other party, the occurrence of any default with respect to the Guaranteed Obligations, or otherwise, notwithstanding any effect these facts may have upon Guarantor's risk under this Guaranty or Guarantor's rights against Prologis. Guarantor knowingly accepts the full range of risk encompassed by the scope of this Guaranty, including without limitation, the possibility that Prologis will incur obligations for which Guarantor will be liable under this Guaranty after Prologis' financial condition or ability to pay its lawful debts when they fall due has deteriorated. Guarantor agrees that no security now or later held by City for the performance of the Guaranteed Obligations, whether from Prologis, any guarantor or surety, or otherwise, and whether in the nature of a security interest, pledge, lien, assignment, setoff, suretyship, guaranty, indemnity, insurance or otherwise, shall affect in any manner the unconditional obligation of Guarantor under this Guaranty, and City, in its sole discretion, without notice to Guarantor, may release, exchange, enforce and otherwise deal with any security without affecting in any manner the unconditional obligation of Guarantor under this Guaranty.

22. Review of LDDA. Guarantor has received a copy of the LDDA, as executed or in the form to be executed, and is satisfied with all of the terms and conditions thereof (to the extent that same are applicable to the Guaranteed Obligations). In executing and delivering this



Guaranty, Guarantor has relied on its own review of the LDDA and not on any representation or statement of City or any other person.

23. Jurisdiction and Venue. Guarantor hereby irrevocably submit to the jurisdiction and venue of any State court in Oakland, California, in any action or proceeding brought to enforce or otherwise arising out of or related to this Guaranty and irrevocably waive to the fullest extent permitted by law any objection which Guarantor may now or hereafter have to the resting of such jurisdiction and venue in such forum, and hereby further irrevocably waives any claim that such forum is an inconvenient forum.

24. Entire Agreement/Amendment. Except as otherwise expressly set forth herein, this Guaranty, including all recitals, exhibits and schedules hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings, correspondence, negotiations, representations, promises and agreements, oral or written, by or between the parties, with respect to the subject matter hereof. This Guaranty may be amended, modified, or supplemented only by a writing signed by both parties.

25. Counterparts. This Guaranty, and all amendments and supplements to it, may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. The parties shall be entitled to rely upon facsimile copies or electronic copies of a party's signature to this Guaranty and any instrument executed in connection herewith.

26. Severability. If any of the provisions contained in this Guaranty shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Guaranty, and this Guaranty shall be construed as if such invalid, illegal, or unenforceable provision had not been contained in this Guaranty.

27. Interpretation. Captions and headings in this Guaranty are for convenience of reference only and shall not affect the meaning or interpretation of any provision of this Guaranty. As used herein: (a) the singular shall include the plural (and vice versa) and the masculine or neuter gender shall include the feminine gender (and vice versa) where the context so requires; (b) locative adverbs such as "herein," "hereto," and "hereunder" shall refer to this Guaranty in its entirety and not to any specific section or paragraph; (c) the terms "include," "including," and similar terms shall be construed as though followed immediately by the phrase "but not limited to;" (d) "shall," "will," "must," "agrees," and "covenants," are mandatory and "may" is permissive; and (e) "or" is not exclusive. The parties have jointly participated in the negotiation and drafting of this Guaranty, and this Guaranty shall be construed fairly and equally as to the parties, without regard to any rules of construction relating to the party who drafted a particular provision of this Guaranty.

28. No Third Party Beneficiaries. This Guaranty is made solely for the benefit of the parties to this Guaranty and their respective successors and permitted assigns, and no other person or entity shall have or acquire any rights or remedies under this Guaranty, except as otherwise expressly provided in this Guaranty.

29. Adequate Consideration. Guarantor represents and warrants that it has received adequate and sufficient consideration for the Guaranteed Obligations incurred under this Guaranty.


IN WITNESS WHEREOF, Guarantor has executed and delivered this Guaranty as of the date first set forth above.

GUARANTOR:

PROLOGIS, L.P.,  
a Delaware limited liability company qualified to  
transact business in California

By: Prologis, Inc., a Maryland corporation  
qualified to transact business in California

Its: General Partner

By: 

Name: Jeff Major

Title: V.P. Investment Officer

Address for Notices to Guarantor:


Prologis

Attn: Chris Chen

Pier 1, Bay 1

San Francisco, CA 94111

ACCEPTED BY CITY OF OAKLAND

By: 

Name: SABINA LANDROTH

Its: CITY ADMINISTRATOR

Approved as to form:

  
Deputy City Attorney



**ASSISTANT SECRETARY'S CERTIFICATE**

I, Jessica L. Polgar, a duly elected and qualified Assistant Secretary of Prologis, Inc., a Maryland corporation ("Prologis"), in its capacity as the general partner of Prologis, L.P., a Delaware limited partnership ("Prologis LP"), being the sole member of Upper Pumpkin LLC, a Delaware limited liability company, being the sole shareholder and sole trustee of Prologis, a Maryland real estate investment trust (the "Trust"), being the sole member of ProLogis Mesquite, LLC, a Delaware limited liability company (the "Company"), do hereby certify as follows:

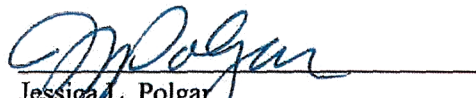
1. Pursuant to resolutions adopted by the Board of Directors (the "Board") of Prologis, dated April 29, 2015, the Management Investment Committee of Prologis (the "Investment Committee") and certain officers of Prologis were given authority to approve certain transactions on behalf of Prologis, or its subsidiaries without further approval by the Board.

2. The Investment Committee at a meeting on September 4, 2012, approved the Prologis CCIG Oakland Global joint venture between Prologis and California Capital Investment Group (the "Transaction"). In connection with the Transaction, the Investment Committee, at a meeting on October 20, 2015, approved the execution of the Third Amendment to Army Base Gateway Redevelopment Project Lease Disposition and Development Agreement. Such Transaction and authority regarding execution falls within the scope of the delegation of authority by the Board to the Investment Committee.

3. That in connection with the Transaction, any Chief Executive Officer, any CEO of a company division, the Chief Financial Officer, the Chief Legal Officer, the General Counsel, the Chief Investment Officer, any President, any Managing Director, any Senior Vice President, any First Vice President, any Vice President, the Treasurer, any Assistant Treasurer, the Controller, or the Secretary of the Trust, in its capacity as the sole member of the Company, is authorized to execute that certain Third Amendment to Army Base Gateway Redevelopment Project Lease Disposition and Development Agreement among The City of Oakland, Prologis CCIG Oakland Global, LLC, Oakland Bulk and Oversized Terminal, LLC, CCIG Oakland Global, LLC and ProLogis Mesquite, LLC (the "Third Amendment").

4. That in connection with the Transaction, any Chief Executive Officer, any CEO of a company division, the Chief Financial Officer, the Chief Legal Officer, the General Counsel, the Chief Investment Officer, any President, any Managing Director, any Senior Vice President, any First Vice President, any Vice President, the Treasurer, any Assistant Treasurer, the Controller, or the Secretary of Prologis, in its capacity as the general partner of Prologis LP, is authorized to execute that certain Guaranty of Prologis Liquidated Damages in favor of The City of Oakland, an independent municipal corporation, to be attached as a Schedule to the Third Amendment.

IN WITNESS WHEREOF, I have hereunto set my hand as an Assistant Secretary of each of Prologis and the Trust as of this 21<sup>st</sup> day of October, 2015.

  
 Jessica L. Polgar  
 Assistant Secretary





# COPY

October 21, 2015

*Via First Class Mail and  
Electronic Mail*

Ms. Sabrina Landreth  
City Administrator  
City of Oakland  
1 Frank Ogawa Plaza, 3<sup>rd</sup> Floor  
Oakland, CA 94612

***Re: Partial Assignment of LDDA with Respect to the MH-1 Lease Area***

Dear Ms. Landreth:

This letter shall serve as Prologis CCIG Oakland Global, LLC's ("Prologis/CCIG") and CCIG Oakland Global, LLC's ("Assignee") formal notice to the City of Oakland regarding Prologis/CCIG's intent to assign and delegate certain of its rights, title, interest and obligations under that certain Lease Disposition and Development Agreement, dated October 24, 2012, as amended (the "LDDA"), for a portion of the former Oakland Army Base to Assignee. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the LDDA.

In accordance with the Third Amendment to the LDDA, to be executed concurrently with this proposed assignment, under Section 7.3, as amended, Assignee may be the Tenant under the Ground Lease for the MH-1 Lease Area as a Permitted Transfer upon the satisfaction of the applicable conditions precedent set forth in Section 7.4 of the LDDA.

The partial assignment will be limited to Prologis/CCIG's rights, title, interest and obligations with respect to the MH-1 Lease Area under the LDDA, which are more particularly described in the form of Partial Assignment attached hereto as Schedule 1 (the "MH-1 Rights and Obligations"). This notice is delivered pursuant to Section 7.4 of the LDDA. Further, as noted above, the assignment will qualify as a Permitted Transfer pursuant to Section 7.3 of the LDDA (as amended by the Third Amendment), and will be subject to the satisfaction or waiver of the conditions precedent set forth in Sections 7.4.1 and 7.4.3 – 7.4.7, inclusive, of the LDDA (the "Applicable Conditions"). Note that the condition set forth in Section 7.4.2 is expressly not applicable to a Permitted Transfer.

1. Permitted Transfer. The Parties acknowledge and agree that the City approved the Partial Assignment and Assumption of the LDDA to OBOT for the West Gateway on June 13, 2014. Further, the Parties intend to enter into the Third Amendment to the LDDA to revise the lease areas consistent with that term sheet approved by the City Council on November 18, 2014 ("Term Sheet"). The Term Sheet anticipated that Assignee would be the Tenant under the MH-1 Ground Lease and a Permitted Transfer under the LDDA.



2. Applicable Conditions. Prologis/CCIG and Assignee provide the following information with respect to the Applicable Conditions:

2.1 Section 7.4.1 – Notice: Given the Permitted Transfer nature of the assignment, Assignee hereby requests that the City waive the Section 7.4.1 condition providing the City with the right to ninety (90) day's prior written notice and further requests that the City complete its review and execution of the proposed assignment document concurrently with the execution of the Third Amendment.

2.2 Section 7.4.3 – Written Assumption: Developer and Assignee propose to complete the assignment and delegation of the MH-1 Rights and Obligations pursuant to the form of Partial Assignment attached hereto as Schedule 1.

2.3 Section 7.4.4 – No Event of Default, Unmatured Event of Default. Prologis/CCIG has not received a Notice of Default related to the obligations included in the MH-1 Rights and Obligations (or other Prologis/CCIG obligations under the LDDA) and Prologis/CCIG and Assignee are unaware of any matters or conditions that, with the giving of notice or the passage of time, or both, would constitute an Event of Default with respect to the Prologis/CCIG obligations included in the MH-1 Rights and Obligations (or other Prologis/CCIG obligations under the LDDA).

2.4 Section 7.4.5 – California Jurisdiction. Assignee is a California limited liability company with its principal place of business in Oakland, California and is therefore subject to the jurisdiction of California courts. A copy of Assignee's Operating Agreement (with financial terms redacted) is attached hereto as Schedule 2 and the filed LLC-1 is enclosed as Schedule 3.

2.5 Section 7.4.6 – Reimbursement of Legal Expenses. As consideration for the City's review of the proposed assignment pursuant to Section 7.4 of the LDDA, Assignee hereby agrees to reimburse the City for the reasonable legal expenses incurred in such review. Assignee has enclosed a check in the amount of \$5,000 as a deposit against such legal expenses. It is understood that any unused balance will be refunded to Assignee and that Assignee will reimburse the City for any additional amount of its reasonable legal expenses within five (5) business days after receipt of the City's written request therefore and reasonable supporting documents.

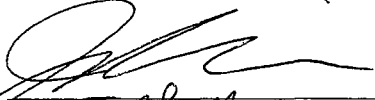
2.6 Section 7.4.7 – Other Information and Documents. Assignee has included a copy of its Oakland Business License as Schedule 4, and copies of the unanimous written consents from Prologis/CCIG, the Oakland Bulk and Oversized Terminal, LLC and Assignee of the approval of the Partial Assignment as Schedule 5. Please advise the undersigned if additional information or documents are required by the City to complete its review of the proposed assignment.



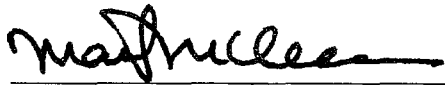
We trust that the information contained in this letter and the attached Schedules are sufficient to allow the City to complete its review of the proposed assignment; however, please do not hesitate to contact the undersigned with any questions.

Regards,

Prologis CCIG Oakland Global, LLC

By:   
Name: Jeff Major  
Title: V.P. Investment Officer

CCIG Oakland Global, LLC

By:   
Name: MARK MCCLURE  
Title: AUTHORIZED INDIVIDUAL

cc: Barbara Parker, City Attorney, w/ enclosures  
Mr. Doug Cole, w/ enclosures  
Dianne Millner, Esq., w/ enclosures  
Elizabeth Lake, Esq., w/ enclosures

## Schedule 1

### Partial Assignment



**PARTIAL ASSIGNMENT AND ASSUMPTION (MH-1 LEASE AREA)  
OF THE LEASE DISPOSITION AND DEVELOPMENT AGREEMENT  
(Oakland Army Base)**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION (MH-1 LEASE AREA) OF LEASE DISPOSITION AND DEVELOPMENT AGREEMENT (this "Partial Assignment") is entered into this \_\_\_\_ day of November, 2015 (the "Effective Date"), by and among the City of Oakland, an independent municipal corporation (the "City"), Prologis CCIG Oakland Global, LLC, a Delaware limited liability company ("Prologis/CCIG"), Oakland Bulk and Oversized Terminal, LLC, a California limited liability company ("OBOT"), and CCIG Oakland Global, LLC, a California limited liability company ("Assignee").

RECITALS

A. The City (as an initial party and successor-by-assignment to the Oakland Redevelopment Successor Agency ("ORSA") and Prologis/CCIG have entered into that certain Lease Disposition and Development Agreement, dated October 24, 2012 (the "Original LDDA"), as amended by that certain First Amendment to Lease Disposition and Development Agreement (the "First Amendment") dated October 2013 and that certain letter agreement dated December 3, 2013 ("Second Amendment"), which addresses redevelopment on portions of the former Oakland Army Base. On June 13, 2014, Prologis/CCIG's rights and obligations over the West Gateway Lease Area were assigned to OBOT, making OBOT a party to the LDDA. Concurrently with the execution of this Partial Assignment, the parties (along with Prologis Mesquite, LLC) will execute a Third Amendment to Lease Disposition and Development Agreement (the "Third Amendment"). The Original LDDA, as amended by the First Amendment, Second Amendment and Third Amendment, is referred to herein as the "LDDA." Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the LDDA. All Section references in this Partial Assignment are to the Original LDDA unless expressly provided otherwise.

B. The Original LDDA was entered into by both the City and ORSA because both entities owned portions of the Lease Property; specifically, the majority of the Project Site had been transferred to the City pursuant to that grant deed recorded January 31, 2012 as Document No. 2012-30757 in the Official Records; however, an approximately 16-acre parcel subject to the public trust, known as "Parcel E" remained under the ownership of ORSA.

C. Pursuant to ORSA Resolution No. 2013-020, approval of the Oakland Oversight Board, Department of Finance, and California State Lands Commission, on August 30, 2013 by quitclaim deed recorded as Document No. 2013-295093, ORSA transferred Parcel E to the City along with all of its rights or obligations relating to the former Oakland Army Base, and therefore, has no further rights or obligations under the LDDA.

D. Section 7.4 of the Original LDDA provides that an assignment of Prologis/CCIG's rights and obligations under the LDDA is subject to the conditions precedent set forth in Sections 7.4.1 through 7.4.7, inclusive. Prior to the Effective Date, the City confirmed satisfaction of the applicable conditions precedent to assignment set forth in Section 7.4. The parties' execution and delivery of this Partial Assignment shall satisfy the condition

precedent forth in Section 7.4.3 regarding an approved form of written assignment and assumption agreement.

E. This Partial Assignment is intended to relate only to the MH-1 Rights and Obligations (as defined in Section 1 below). The City confirmed that (1) Prologis/CCIG and OBOT are not seeking a formal release from the City under Section 7.6 of the LDDA and (2) the City's rights with respect to the Security Deposits and Guarantees are provided for in the Third Amendment and shall remain unchanged by the assignment and delegation of the MH-1 Rights and Obligations. Prior to the Effective Date, OBOT and Assignee caused CCIG, Inc. to deliver the WG/MH-1 Guarantee to the City.

### **ASSIGNMENT AND ASSUMPTION**

NOW, THEREFORE, the parties hereby agree as follows:

1. Assignment and Delegation. Prologis/CCIG hereby assigns to Assignee all of Prologis/CCIG's rights, title, interest, burdens and obligations with respect to the MH-1 Lease Area under the LDDA (the "MH-1 Rights and Obligations").

The MH-1 Rights and Obligations expressly include, but are not limited to, Prologis/CCIG's interest in the MH-1 Security Deposit Allocation (Section 1.4.1 and 1.4.2, as amended by the Third Amendment); the obligations related to the Community Benefits applicable to the MH-1 Lease Area (Article VI); the right and obligation to ground lease the MH-1 Lease Area; the obligation to pay, if applicable, the MH-1 Liquidated Damages (Section 9.3, as amended by the Third Amendment); and the Prologis/CCIG's general rights and obligations under the LDDA to the extent they apply to the MH-1 Lease Area.

The MH-1 Rights and Obligations expressly exclude (a) Prologis/CCIG's general rights and obligations under the LDDA to the extent they apply to the East Gateway or New Central Gateway Lease Area, (b) Prologis/CCIG's rights and obligations under the LDDA which are specific to the East Gateway or the New Central Gateway Lease Area and (c) any of OBOT's rights and obligations under the LDDA (whether in general or specific to the West Gateway).

2. Assumption. Assignee (for itself and its successors and assigns) hereby assumes all of the MH-1 Rights and Obligations, subject to all the terms and conditions of the LDDA. The forgoing assumption is for the express benefit of Prologis/CCIG and the City. The parties hereto intend that, upon the execution of this Partial Assignment, Assignee shall become substituted for Prologis/CCIG as the "Developer" under the LDDA with respect to the MH-1 Rights and Obligations. Notwithstanding the foregoing, Prologis/CCIG shall not be relieved or released from any liability or obligation as a result of the delegation and assumption of obligations included in the MH-1 Rights and Obligations, however, the parties acknowledge that such obligations are expressly subject to the limitation on cross defaults set forth in Section 9.10, as amended by the Third Amendment.

3. Representations. Assignee, for itself and the benefit of the City, hereby makes the Developer representations and warranties set forth in Section 8.1; provided, however, the representation set forth in Section 8.1.1 is modified to reflect that Assignee is a California limited liability company.

4. City's Consent. Pursuant to Section 7.4 and Section 10.6.5.7 of the LDDA, the City hereby consents to the above assignment and assumption of the MH-1 Rights and Obligations.

5. Notice Address. Assignee's notice address for purposes of Section 10.3.3 shall be:

CCIG Oakland Global, LLC  
c/o California Capital & Investments, Inc.  
The Rotunda Building  
300 Frank Ogawa Plaza, Suite 340  
Oakland, CA 94612  
Attn: Mr. Phil Tagami  
Facsimile: (510) 834-5380

With a copy to:

Stice & Block, LLP  
2335 Broadway, Suite 201  
Oakland, CA 94612  
Attn: Marc Stice, Esq.  
Facsimile: (510) 735-0040

6. Future Amendments of the LDDA. Notwithstanding the provisions of Section 10.12 to the contrary, the parties hereby agree that (a) any amendment to the LDDA relating solely to the MH-1 Rights and Obligations may be entered into by the City and Assignee and any such amendment shall not require the consent or signature of Prologis/CCIG or OBOT to be effective, (b) any amendment to the LDDA relating solely to the West Gateway may be entered into by the City and OBOT and any such amendment shall not require the consent or signature of Prologis/GGIG or Assignee and (c) any amendment to the LDDA relating solely to the East Gateway or New Central Gateway Lease Area may be entered into by the City and Prologis/CCIG and any such amendment shall not require the consent or signature of OBOT or Assignee to be effective.

7. Memorandum. Within five (5) business days after the Effective Date, the parties shall execute and deliver, in recordable form, the Memorandum of Partial Assignment in a form substantially similar to Exhibit A, attached hereto (the "Memorandum"). Assignee is authorized to record the fully executed Memorandum in the Official Records.

8. Successors and Assigns. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

9. Counterparts. This Partial Assignment may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all parties, even though all parties are not a signatory to the same counterpart.

10. Further Assurances. The parties each agree to perform such further acts and to execute and deliver such additional agreements and instruments as the other may reasonably

require to consummate, evidence or confirm the assignment contained herein in the manner contemplated hereby.

[Signatures on next page]



IN WITNESS WHEREOF, the parties hereto have executed this Partial Assignment as of the Effective Date.

CITY:

**City of Oakland,**  
a municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: City Administrator

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
Deputy City Attorney

[Signatures continued on next page.]

PROLOGIS/CCIG:

**Prologis CCIG Oakland Global, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Mark Hansen  
Its: Authorized Individual

OBOT:

**Oakland Bulk and Oversized Terminal, LLC**  
a California limited liability company

By: \_\_\_\_\_  
Name: Phil Tagami  
Its: Authorized Individual

ASSIGNEE:

**CCIG Oakland Global, LLC**  
a California limited liability company

By: \_\_\_\_\_  
Name: Phil Tagami  
Its: Authorized Individual

Exhibit A  
Memorandum of Partial Assignment

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

The City of Oakland  
250 Frank H. Ogawa Plaza, 3<sup>rd</sup> Floor  
Attn: Real Estate Department  
Oakland, CA 94612

Mail Tax Statements to the Above Address

THIS SPACE ABOVE FOR RECORDER'S USE

**MEMORANDUM OF PARTIAL ASSIGNMENT (MH-1 LEASE AREA) OF LEASE  
DISPOSITION AND DEVELOPMENT AGREEMENT**

This Memorandum of Partial Assignment (MH-1) of Lease Disposition and Development Agreement ("Memorandum") is entered into by and among the CITY OF OAKLAND, an independent municipal corporation ("City"), PROLOGIS CCIG OAKLAND GLOBAL, LLC, a Delaware limited liability company ("Prologis/CCIG"), Oakland Bulk and Oversized Terminal, LLC, a California limited liability company ("OBOT"), and the CCIG Oakland Global, LLC, a California limited liability company ("Assignee").

The City and Prologis/CCIG have entered into that certain Lease Disposition and Development Agreement, dated October 24, 2012 (the "Original LDDA"), as amended by that certain First Amendment to Lease Disposition and Development Agreement dated October 2013 ("First Amendment"), that certain letter agreement dated December 3, 2013 ("Second Amendment"), that certain Partial Assignment Agreement dated June 13, 2014 (assigning Prologis/CCIG's rights and obligations over the West Gateway Lease Area to OBOT, making OBOT a party to the LDDA), and that certain Third Amendment to Lease Disposition and Development Agreement dated November \_\_, 2015 (the "Third Amendment") which addresses redevelopment on portions of the former Oakland Army Base. The Original LDDA, as amended by the First Amendment, Second Amendment, and Third Amendment, is referred to herein as the "LDDA." Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the LDDA.

A Memorandum of LDDA was recorded in the Official Records of Alameda County as Document No. 2012-403243 (the "Memorandum of LDDA").

Concurrently with the execution of this Memorandum, the parties executed that certain Partial Assignment and Assumption (MH-1 Lease Area) of Lease Disposition and Development Agreement, whereby Prologis/CCIG assigned and delegated all of its rights, title, interest, burdens and obligations with respect to the MH-1 Lease Area under the LDDA to Assignee (the "Partial Assignment").

This Memorandum shall incorporate herein all of the terms and provisions of the Partial Assignment as though fully set forth herein. This Memorandum is solely for recording purposes and shall not be construed to alter, modify, amend or supplement the Partial Assignment, of which this is a memorandum. In the event of any conflict between any provision of the partial Assignment and any provision of this Memorandum, the Partial Assignment shall control.

This Memorandum shall extend to and be binding upon the parties and hereto and their legal representatives, heirs, successors, and assigns.

This Memorandum may be executed in counterparts, each of which is deemed to be an original and all such counterparts constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Memorandum this \_\_\_\_ day of \_\_\_\_\_, 2015.

**“CITY”**

THE CITY OF OAKLAND,  
a municipal corporation

By: \_\_\_\_\_  
City Administrator

Approved as to form and legality:

By: \_\_\_\_\_  
Deputy City Attorney

**“PROLOGIS/CCIG”**

PROLOGIS CCIG OAKLAND GLOBAL, LLC,  
a Delaware limited liability company,

By: \_\_\_\_\_  
Name: Mark Hansen  
Its: Authorized Individual

[Signatures continued on next page]



**“OBOT”**

**Oakland Bulk and Oversized Terminal, LLC**  
a California limited liability company

By: \_\_\_\_\_  
Name: Phil Tagami  
Its: Authorized Individual

**“ASSIGNEE”**

**CCIG Oakland Global, LLC**  
a California limited liability company

By: \_\_\_\_\_  
Name: Phil Tagami  
Its: Authorized Individual

## EXHIBIT "A"

### LEGAL DESCRIPTION

That certain real property located in the City of Oakland, State of California, more particularly described as Parcels 1-7, inclusive, 9 and 10 as shown on Parcel Map 10095 recorded in the Official Records of Alameda County on August 13, 2013 as Series No. 2013277934.

## Schedule 2

### Assignee's Operating Agreement

**AMENDED & RESTATED  
OPERATING AGREEMENT  
FOR  
CCIG OAKLAND GLOBAL, LLC  
A CALIFORNIA LIMITED LIABILITY COMPANY**

THE MEMBERSHIP INTERESTS REFERENCED HEREIN HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. WITHOUT REGISTRATION, THIS SECURITY MAY NOT BE SOLD, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED AT ANY TIME WHATSOEVER, EXCEPT ON DELIVERY TO THE COMPANY OF AN OPINION OF COUNSEL SATISFACTORY TO THE MEMBERS OF THE COMPANY THAT REGISTRATION IS NOT REQUIRED FOR THE TRANSFER, OR THE SUBMISSION TO THE MEMBERS OF THE COMPANY OF OTHER EVIDENCE SATISFACTORY TO THE MEMBERS TO THE EFFECT THAT ANY TRANSFER WILL NOT BE IN VIOLATION OF THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS OR ANY RULES OR REGULATIONS PROMULGATED THEREUNDER.



**AMENDED AND RESTATED  
OPERATING AGREEMENT  
FOR  
CCIG Oakland Global, LLC  
A California Limited Liability Company**

**THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY OPERATING AGREEMENT** (this "Agreement") for CCIG Oakland Global, LLC ("OG, LLC" or "Company") is made and entered into as of July \_\_, 2015 (the "Effective Date"), by and among the California Capital & Investment Group, Inc., a California corporation (CCIG or "Manager"), and the other Persons set forth in Exhibit C (collectively, the "Members").

**RECITALS:**

**WHEREAS**, an authorized person executed and filed with the Office of the Secretary of the State of California on July 13, 2011 a Certificate of Formation of the Company (the "Certificate"), a copy of which is attached hereto as Exhibit D, thereby forming the Company as a limited liability company pursuant to the provisions of the Beverly-Killea Limited Liability Company Act, contained in California Corporations Code Sections 17701.01 et seq., now the California Revised Uniform Limited-Liability Company Act, as amended from time to time (the "Act").

**WHEREAS**, CCIG, as the sole member of OG, LLC, executed a Limited Liability Company Agreement dated July 6, 2011.

**WHEREAS**, certain Members may have entered into a Pledge Agreement with OG, LLC.

**WHEREAS**, the Members now wish to amend and restate the Limited Liability Company Operating Agreement to reflect the agreement of the Members on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein (the receipt and sufficiency of which hereby are acknowledged by each party hereto), the parties hereto, intending to be legally bound, do hereby agree as follows:

**ARTICLE 1**  
**ORGANIZATIONAL MATTERS**

1.1 Definitions. Unless otherwise expressly defined in the text of this Agreement, each initially capitalized term used in this Agreement shall have the meaning ascribed thereto pursuant to the attached EXHIBIT A.

1.2 Name. The name of the Company is "CCIG Oakland Global, LLC." The business of the Company shall be conducted under such name, or such other name or names as may from time to time be designated by the Manager.

1.3 Purpose and Powers.

1.3.1. The Company has been formed for the specific purpose of acquiring, developing, holding for investment, and/or disposing of the real property described in EXHIBIT B, attached hereto (the "Property"). Notwithstanding the foregoing to the contrary, at the sole discretion of a Majority-in-Interest of the Voting Members' (defined below) sole discretion, the Company may engage in any lawful act or activity for which a limited liability company may be formed under the Act.

**(I) CALIFORNIA CAPITAL & INVESTMENT GROUP, INC. AND ITS RELATED ENTITIES—INCLUDING CCIG OAKLAND GLOBAL, LLC—ARE INVOLVED IN MULTIPLE PROJECTS, INVESTMENTS, FUNCTIONS, AND OTHER ACTIVITIES AS PART OF THE OAKLAND ARMY BASE REDEVELOPMENT PROJECT; THIS INCLUDES, BUT IS NOT LIMITED TO, RIGHTS, POWER, INVESTMENTS, MANAGEMENT AND OPERATION OF RAIL, TRANSPORTATION, BULK STORAGE, AS WELL AS, ALL ACTIVITIES OCCURRING ON THE PORTION OF THE FORMER OAKLAND ARMY BASE OTHERWISE KNOWN AS THE WEST GATEWAY. AS SUCH, THE MEMBERS AGREE AND ACKNOWLEDGE THEIR INTEREST IN THE COMPANY AND THIS INVESTMENT IS CONFINED TO THE ACTIVITIES TAKING PLACE ON THE PROPERTY AS OUTLINED IN THE PLEDGE AGREEMENT, AND THAT THEY SHALL HAVE NO OTHER INTEREST OR RIGHT IN ANY INVESTMENT, DEVELOPMENT, FUNCTION OR OTHER ACTIVITY WITH WHICH THE COMPANY IS INVOLVED THAT DOES NOT DIRECTLY INVOLVE THE PROPERTY DESCRIBED IN EXHIBIT B.**

1.3.2. The Company shall have all of the powers permitted to a limited liability company under the Act, including without limitation, the power to engage in any and all lawful business activities related or incidental to its primary purposes.

1.4 Term. The term of the Company commenced when the Company was formed pursuant to the Articles of Organization, dated as of July 6, 2011 and filed with the Secretary of

State of the State of California on July 13, 2011 and shall continue thereafter until terminated as provided in this Agreement or by operation of law.

1.5 Fictitious Business Name Certificates. The Manager shall execute and cause to be recorded fictitious business name, trade name or other similar certificates as, when and where required pursuant to applicable law.

1.6 Principal Place of Business. The principal place of business of the Company shall be located at CCIG Oakland Global LLC, 300 Frank Ogawa Plaza, Suite 340, Oakland, CA 94612, or such other location hereafter determined by a Majority-in-Interest of the Voting Members.

1.7 Title to Assets. All assets of the Company, whether real or personal, tangible or intangible, shall be deemed to be owned by the Company as an entity, and no Member shall have an ownership interest in such assets solely by reason of being a Member. Title to all assets of the Company shall be held in the name of the Company or its designated nominee, and each of the Members shall execute, acknowledge, record and file any and all instruments as may be necessary or appropriate to evidence the ownership of such assets by the Company.

1.8 Non-foreign Status. The Manager shall have the right from time to time in its discretion to require that each Member provide to the Company reasonably satisfactory evidence as to whether such Person is a foreign Person, as such term is defined in Regulations Section 1.897-1(k) and whether such Person is subject to withholding for California state income tax purposes.

1.9 Members The name, initial Percentage Interest and initial Percentage Share of each of the Members are set forth on EXHIBIT C attached. The Percentage Interests are subject to adjustment in accordance with this Agreement.

1.10 Independent Activities. Nothing in this Agreement shall preclude a Member (or any shareholder, partner, member, director, officer, employee or Affiliate of any Member), solely by virtue of being a Member, either directly or indirectly, from engaging in or possessing separate and apart from the Company, an interest in any other business and assets of any kind or description, and neither the Company nor any other Member shall, by reason of this Agreement, hold any interest or right to any such other business or assets, or any proceeds or profits derived therefrom without regard to whether any such business is competitive with or similar in nature to the business of the Company. Each Member specifically acknowledges that no Member has any duty or obligation to submit any investment opportunity or prospective economic advantage to the Company or any other Member, by reason of this Agreement. Each Member has the right to hold any investment opportunity or prospective economic advantage for such Member's own account, or to recommend such opportunity or advantage to Persons other than the Company.

1.11 Partnership Tax Classification. It is the intention of the parties hereto that the Company be treated as an entity taxable as a partnership for federal and state income tax purposes. No Member shall make any election to the contrary for federal or state income tax purposes, nor shall any Member knowingly take, or fail to take, any action which would cause the Company to fail to be so treated for federal and state income tax purposes.

1.12 Waiver of Pursuit Costs. In no event shall the Company be required to reimburse any Member for any costs incurred in connection with this Project, which were incurred prior to the execution of this Agreement.

1.13 No Liability. No Member, no person who is an officer or director of a Member, and no person who serves as an officer of the Company, shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation, or liability of the Company, whether that liability or obligation arises in contract, tort, or otherwise, solely by reason of being a Member, a member or an officer or director of a Member, or an officer of the Company.

## **ARTICLE 2**

### **CAPITAL ACCOUNTS**

2.1 Compliance With Regulations. A separate Capital Account shall be established and maintained for each Member in accordance with Regulations Section 1.704-1(b)(2)(iv) and this Article 2.

2.2 Capital Account Adjustments. In compliance with the provisions of Section 2.1 above, each Member's Capital Account shall be determined and adjusted as provided in this Section, and in Sections 2.3 and 2.4 below. The Capital Account of each Member shall be credited with (a) any Capital Contribution made by such Member; (b) such Member's distributable share of income; and (c) any other increases in the Capital Account required by Regulations Section 1.704-1(b)(2)(iv). The Capital Account of each Member shall be debited with (w) distributions of cash from the Company to such Member; (x) the fair market value of property distributed to such Member, net of any liabilities to which such property is subject or which are assumed by such Member; (y) such Member's distributive share of loss; and (z) any other decreases required by Regulations Section 1.704-1(b)(2)(iv).

2.3 Contributed Property. In the event that property other than cash is contributed by a Member to the Company, the adjustments required by Regulations Section 1.704-1(b)(2)(iv)(g) and 1.704-1(b)(4)(i) shall be made to such Member's Capital Account.



2.4 Distributed Property. In the event that property is distributed or deemed distributed by the Company to a Member, the Capital Accounts of the Members shall be adjusted as provided in Regulations Section 1.704-1(b)(2)(iv)(e) to reflect the manner in which the unrealized income, gain, loss and deduction inherent in such property (that has not already been reflected in the Members' Capital Accounts) would be allocated if there were a taxable disposition of such property for its fair market value on the date of such distribution.

2.5 Transferred Interest. Any Member, including any Substitute Member, who shall receive an interest in the Company from another Member or whose interest in the Company shall be increased by means of a transfer to it of all or any part of the interest of another Member, shall have a Capital Account with respect to such interest initially equal to the Capital Account attributable to such interest determined in accordance with Regulations Section 1.704-1(b)(2)(1).

2.6 Determination. In the event that it is necessary to determine the Capital Account of any Member for any purpose, the Capital Account of such Member shall be determined after giving effect to all allocations of items of income, gain, loss, deduction and credit realized by the Company and all contributions and distributions of cash and property occurring prior to the date such determination is made.

### ARTICLE 3

#### CAPITAL CONTRIBUTIONS; LOANS FROM AFFILIATED PARTIES

3.1 Initial Capital Contributions. Concurrently with the Effective Date, each Member hereby agrees to make the applicable Capital Contributions to the Company ("Initial Capital Contributions") set forth in Exhibit C.

3.1.1. Deposit. An initial cash investment of \$ [REDACTED], representing [REDACTED]% of the total estimated cash investment of about \$ [REDACTED] total per share, is due upon execution of the Pledge Agreement. This is a down payment toward each member's total investment in OG, LLC.

3.2 Additional Capital Contribution. If, following the making of the Capital Contributions described under Section 3.1 above, the Manager determines that the Company requires additional capital to pay operating or capital costs of the Property or the Company (including, without limitation, funds to pay debt service obligations [if Approved as set forth below], real estate taxes, utility costs, insurance premiums, the costs of improvements, and/or other costs and expenses of the ownership or operation of the Property), the Manager shall have the right to issue a Funding Notice substantially in the form attached hereto as Exhibit E setting forth the amount of capital being requested. Within thirty (30) days after receipt of a duly issued Funding Notice or such longer period as the Funding Notice may permit, each Member shall

advance to the Company its proportionate share of such capital. Such additional capital funded under this Section 3.2 shall be deemed a Capital Contribution for purposes of this Agreement, and each Member's Capital Account shall be adjusted according to Section 2.2.

3.3 Loans from Affiliated Parties. The Members acknowledge that the Company may obtain a loan from one or more parties that may be affiliated with the Voting Members in order to develop and lease the Property and to make certain improvements to the Property (the "Property Loan").

3.4 Limitations. The provisions of this Article 3 are for the benefit of the Company only and not for the benefit of any creditor of the Company, and no creditor of the Company shall obtain any rights pursuant to the provisions of this Article 3 including, without limitation, any right to require that any Member provide any Capital Contribution to the Company. No Member shall be entitled to withdraw any portion of its Capital Contributions or Capital Account, or to receive any distribution from the Company, except as specifically provided in this Agreement or in the Act. No Member shall be entitled or obligated to make Capital Contributions to the Company other than in accordance with the provisions of this Article 3. No Member shall have the right to demand and receive property other than cash as a return of its Capital Contributions. Each Member shall look only to the assets of the Company for the return of such Member's Capital Contributions, and if the assets of the Company remaining after the payment or discharge of the debts and liabilities of the Company are insufficient to return such Capital Contributions, such Member shall have no recourse against any other Member for such return.

3.5 FAILURE TO CONTRIBUTE. All Members shall make timely payment to the Company of required Capital Contributions. Serious difficulties may arise if any Member does not contribute additional capital when required. The failure of any Member to make such a contribution will render him or her in default under this Agreement. If a default occurs, the Manager will give the defaulting Member written notice that the default must be cured within fifteen (15) days from the date that such notice is mailed. If the defaulting Member fails to make the required Capital Contribution to the Company within the fifteen (15)-day period, the penalty shall be forfeiture of any and all rights or interest in CCIG Oakland Global, LLC, loss of ten percent (10%) of capital invested to date, and forfeiture of any previous accrued or interest previously paid to the defaulting Member.

3.5.1. Additional Capital Funding. In the event a Member fails to contribute capital pursuant to Section 3.5, the Manager, in its sole discretion, may determine how best to fund the outstanding capital request.



3.5.2. Cure. In the event a Member is in default under this Section, that Member may cure the default by tendering the Additional Capital Contribution plus a late fee of

ten percent (10%) within fifteen (15) days after receiving the default notice described in Section 3.5.

3.5.3. Liquidation of Defaulting Member. If a defaulting Member fails to cure the default in the required time as described in Section 3.5 and 3.5.2., Manager will liquidate the defaulting Member's interest in the company by returning to the defaulting Member the lesser of (i) ninety percent (90%) of the defaulting Member's Unreturned Capital; or (ii) ninety percent (90%) of the current fair market value of the defaulting Member's Capital Account. After the liquidation event, the defaulting Member will have no more rights or claims upon the Company.

3.5.4. Deposit upon Dispute. If a defaulting Member wishes to dispute any default or challenge any part of this Section 3.5, the defaulting Member shall be required to deliver to the Manager a deposit of ten percent (10%) of the amount in dispute to cover any legal fees or litigation costs according to Section 9.6 of this Agreement. Nothing in this section shall limit or otherwise hinder the amount of fees the prevailing party may recover under Section 9.6.

By initialing below, the undersigned confirms it has read and understand(s) this provision, and voluntarily agree(s) to be bound by its terms:

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| <div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DS</small><br/>  </div> | <div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DS</small><br/>  </div> |
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3.6 Interest Payments. No Member shall be entitled to receive interest payments in connection with any contribution of capital to the Company.

## ARTICLE 4

### DISTRIBUTIONS AND ALLOCATIONS

4.1 Distributable Cash. Distributable Cash, if and when available, shall be distributed at such times and in such amounts as may from time to time be determined by the Manager in accordance with the following:


- (a) First, *pari passu*, to each Member in proportion to the pro rata share of each Member, until each Member has received an amount sufficient to pay each Member all of the outstanding Preferred Return due each Member;
- (b) Second, *pari passu*, to each Member in proportion to the pro rata share of each Member, until each Member has received an amount sufficient to pay to each Member the amount of each Member's Unreturned Capital;

ten percent (10%) within fifteen (15) days after receiving the default notice described in Section 3.5.

3.5.3. Liquidation of Defaulting Member. If a defaulting Member fails to cure the default in the required time as described in Section 3.5 and 3.5.2., Manager will liquidate the defaulting Member's interest in the company by returning to the defaulting Member the lesser of (i) ninety percent (90%) of the defaulting Member's Unreturned Capital; or (ii) ninety percent (90%) of the current fair market value of the defaulting Member's Capital Account. After the liquidation event, the defaulting Member will have no more rights or claims upon the Company.

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ten percent (10%) within fifteen (15) days after receiving the default notice described in Section 3.5.

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DS  
AG  
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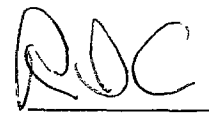
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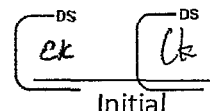
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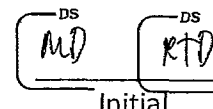
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


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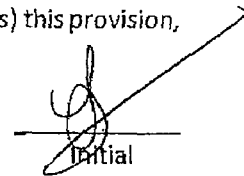
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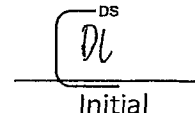
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
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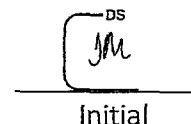
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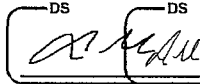


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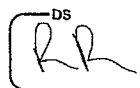
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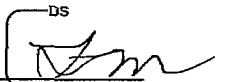
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4.1 Distributable Cash. Distributable Cash, if and when available, shall be distributed at such times and in such amounts as may from time to time be determined by the Manager in accordance with the following:

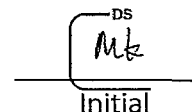
- (a) First, *pari passu*, to each Member in proportion to the pro rata share of each Member, until each Member has received an amount sufficient to pay each Member all of the outstanding Preferred Return due each Member;
- (b) Second, *pari passu*, to each Member in proportion to the pro rata share of each Member, until each Member has received an amount sufficient to pay to each Member the amount of each Member's Unreturned Capital;

ten percent (10%) within fifteen (15) days after receiving the default notice described in Section 3.5.

3.5.3. Liquidation of Defaulting Member. If a defaulting Member fails to cure the default in the required time as described in Section 3.5 and 3.5.2., Manager will liquidate the defaulting Member's interest in the company by returning to the defaulting Member the lesser of (i) ninety percent (90%) of the defaulting Member's Unreturned Capital; or (ii) ninety percent (90%) of the current fair market value of the defaulting Member's Capital Account. After the liquidation event, the defaulting Member will have no more rights or claims upon the Company.

3.5.4. Deposit upon Dispute. If a defaulting Member wishes to dispute any default or challenge any part of this Section 3.5, the defaulting Member shall be required to deliver to the Manager a deposit of ten percent (10%) of the amount in dispute to cover any legal fees or litigation costs according to Section 9.6 of this Agreement. Nothing in this section shall limit or otherwise hinder the amount of fees the prevailing party may recover under Section 9.6.

By initialing below, the undersigned confirms it has read and understand(s) this provision, and voluntarily agree(s) to be bound by its terms:



3.6 Interest Payments. No Member shall be entitled to receive interest payments in connection with any contribution of capital to the Company.

## ARTICLE 4

### DISTRIBUTIONS AND ALLOCATIONS

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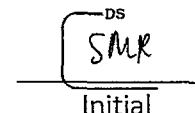
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- (b) Second, *pari passu*, to each Member in proportion to the pro rata share of each Member, until each Member has received an amount sufficient to pay to each Member the amount of each Member's Unreturned Capital;

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## ARTICLE 4

### DISTRIBUTIONS AND ALLOCATIONS

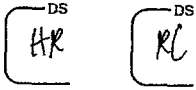
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- (b) Second, *pari passu*, to each Member in proportion to the pro rata share of each Member, until each Member has received an amount sufficient to pay to each Member the amount of each Member's Unreturned Capital;

(90%) of the current fair market value of the defaulting Member's Capital Account. After the liquidation event, the defaulting Member will have no more rights or claims upon the Company.

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- (a) First, *pari passu*, to each Member in proportion to the pro rata share of each Member, until each Member has received an amount sufficient to pay each Member all of the outstanding Preferred Return due each Member;
- (b) Second, *pari passu*, to each Member in proportion to the pro rata share of each Member, until each Member has received an amount sufficient to pay to each Member the amount of each Member's Unreturned Capital;
- (c) The balance, *pari passu*, eighty percent (80%) to the Members and twenty percent (20%) to the Manager.

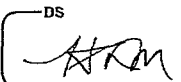
4.2 Notwithstanding the provisions of Section 4.1 to the contrary, in the event of a sale or refinance of the Property, the net proceeds from the sale or refinance of the Property shall be distributed as follows:

ten percent (10%) within fifteen (15) days after receiving the default notice described in Section 3.5.

3.5.3. Liquidation of Defaulting Member. If a defaulting Member fails to cure the default in the required time as described in Section 3.5 and 3.5.2., Manager will liquidate the defaulting Member's interest in the company by returning to the defaulting Member the lesser of (i) ninety percent (90%) of the defaulting Member's Unreturned Capital; or (ii) ninety percent (90%) of the current fair market value of the defaulting Member's Capital Account. After the liquidation event, the defaulting Member will have no more rights or claims upon the Company.

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- (a) First, *pari passu*, to each Member in proportion to the pro rata share of each Member, until each Member has received an amount sufficient to pay each Member all of the outstanding Preferred Return due each Member;
- (b) Second, *pari passu*, to each Member in proportion to the pro rata share of each Member, until each Member has received an amount sufficient to pay to each Member the amount of each Member's Unreturned Capital;

- (c) The balance, *pari passu*, eighty percent (80%) to the Members and twenty percent (20%) to the Manager.

4.2 Notwithstanding the provisions of Section 4.1 to the contrary, in the event of a sale or refinance of the Property, the net proceeds from the sale or refinance of the Property shall be distributed as follows:

- a) First, among the Members pro rata pursuant to their respective Percentage Interests, until each Member has received an amount equal to their original capital deposit plus a 10% return on their Unreturned Capital; and
- b) The balance, twenty percent (20%) to the Manager, or its successors; and eighty percent (80%) to the Members pro rata pursuant to their share of the Percentage Interests held by the Non-Voting Members as of the date of the distribution.

4.3 Income. Subject to the following provisions of this Article, Income shall be allocated among the Members in accordance with the following:

4.3.1 First, among the Members pro rata in proportion to the amount of Loss allocated to each Member pursuant to Section 4.4.1 until there has been allocated to each Member pursuant to this Section 4.3.1 an amount of Income equal to the amount of Loss so allocated.

4.3.2. Thereafter, among the Members pro rata in proportion to the amount of Distributable Cash received pursuant to Sections 4.1 until there has been allocated to each Member pursuant to this Section 4.3.4, an amount of Income equal to such amount.

4.4 Loss. Subject to the following provisions of this Article, Loss shall be allocated among the Members in accordance with the following:

4.4.1 First, among the Members pro rata in proportion to the amount of Income allocated to each Member pursuant to Sections 4.3.1 and Section 4.3.2 until there has been allocated to each Member pursuant to this Section 4.4.1 an amount of Loss equal to the amount of Income so allocated.

4.4.2 Thereafter, among the Members in proportion to their respective Percentage Interests.

4.5 Other Allocation Provisions. The following allocations shall, except as otherwise provided, be made in the following order:



4.5.1 If there is a net decrease in Membership Minimum Gain or any Member Minimum Gain attributable to any Member with respect to any taxable year or other period, prior to any allocation pursuant hereto, such Member shall be specially allocated items of income and gain for such year (and, if necessary, subsequent years) in an amount and manner required by Regulations Section 1.704-2(f) or Regulations Section 1.704-2(i)(4). The items to be allocated hereunder shall be determined in accordance with Regulations Section 1.704-2.

4.5.2 Nonrecourse Deductions for any taxable year or other period shall be allocated (as nearly as possible) under Regulations Section 1.704-2 among the Members in proportion to their respective Percentage Interests.

4.5.3 Any Member Nonrecourse Deductions for any taxable year or other period shall be allocated to the Members that bear the economic risk of loss with respect to the Member Nonrecourse Debt giving rise to such deductions, in accordance with the principles of Regulations Section 1.704-2(i).

4.5.4 Any Member who unexpectedly receives any adjustment, allocation or distribution described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) which causes or increases a negative balance in such Member's Capital Account shall be allocated items of income sufficient to eliminate such increase or negative balance caused thereby as quickly as possible, to the extent required by such Regulations.

4.5.5 No allocation of Loss or deduction shall be made to any Member if such allocation would result in an Adjusted Capital Account Deficit for such Member. Any such disallowed allocation shall be allocated to the other Members to the extent such other Members are not limited in respect to the allocation of Losses pursuant to this Section. Notwithstanding the foregoing to the contrary, if each Member has an Adjusted Capital Account Deficit, Losses will be allocated to those Members having an adjusted tax basis in their Membership Interest pro rata in accordance with such adjusted tax basis. Any Loss reallocated pursuant to this Section shall be taken into account in computing subsequent allocations of Income and Loss and items thereof so that the total amount of Income and Loss allocated to each Member pursuant to Section 4.3 and Section 4.4, respectively, to the extent possible, shall equal the net amount that would have been allocated if no reallocation had occurred pursuant to this Section 4.4.5.

4.5.6 The allocations as set forth in Sections 4.4.1 through 4.5.5 above inclusive, are intended to comply with the requirements of the Regulations. It is the intent of the Members that the allocations provided for above in this Section 4.5 may be offset by other allocations such that, after such offsetting allocations are made, and to the extent possible,

each Member's Capital Account is equal to the Capital Account that such Member would have had if allocations pursuant to the foregoing provisions of this Section 4.5 were not made.

4.6 Code Section 704(c) Allocations. Notwithstanding any other provision of this Article 4, in accordance with the provisions of Code Section 704(c) and the Regulations promulgated thereunder, income, gain, loss and deduction arising with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated to the Members so as to take into account any variation between adjusted basis of such property to the Company for federal income tax purposes and its fair market value on the date of contribution utilizing any method authorized pursuant to Regulations Section 1.704-3, as may be selected by the Manager in the Manager's discretion. Allocations pursuant to this Section shall be made solely for purposes of federal, state, and local taxes, and shall not be taken into account in computing a Member's Capital Account or share of Income or Loss, or items thereof, or other items of distribution, pursuant to any provisions of this Agreement.

4.7 Allocation for Transferred Interest. If any Membership Interest or Economic Interest is transferred, or is increased or decreased by reason of admission of a new Member or otherwise during any fiscal year of the Company, Income or Loss for such fiscal year shall be allocated in a manner which is in accordance with any method authorized by Section 706 of the Code and the Regulations thereunder, as may be selected by the Manager in the Manager's discretion.

4.8 In-Kind Distributions. Any non-cash assets realized by the Company in connection with the sale or other disposition of Company assets, may be distributed in-kind to the Members or to a collection account established for the purpose with any proceeds realized by such account to be distributed in accordance with the terms of this Article. The fair market value of any assets distributed in-kind shall be as reasonably agreed by the Member(s) receiving the in-kind distribution and the remaining Members.

4.9 Consent by Members. The methods by which income, gain, loss, deduction and distributions are allocated and apportioned are hereby expressly consented to by each Member.

**ARTICLE 5**  
**POWERS, RIGHTS AND DUTIES OF MEMBERS AND MANAGER**

5.1 Authority. Each Member acknowledges that the Members have limited rights to participate in the management and control of the business and affairs of the Company. No Member shall be an agent of the Company or have the power or authority to bind the Company solely as a result of such Person's status as a Member of the Company. The Members' rights to control the business and affairs of the Company shall be limited to the right to vote on the matters set forth in Management Decisions (pursuant to Section 5.2.1) and Major Decisions (pursuant to Section 5.2.2).

5.2 Member Classes; Decisions. The Company shall have two classes of Members: (a) voting and (b) non-voting. Len Epstein, Phil Tagami, Mark McClure and Damian Fink are the voting members ("Voting Members") and the balance of the Members are non-voting Members.

5.2.1 Management Decisions. The following matters shall be decided by a unanimous approval of the Voting Members:

- (a) The need for a Loan;
- (b) The property management agreement with Manager pursuant to Section 5.10.1 below;
- (c) The approval of an amendment of the Articles of Organization;
- (d) Except as required under Section 5.2.2(a) below, the approval of an amendment to this Agreement;
- (e) The merger, consolidation or combination of the Company with any other entity,
- (f) Any matters associated with the acquisition, ownership, operation, leasing and sale of the Property;
- (g) Separating or spinning-off a property interest, function, investment, or other interest in the Project; and
- (h) Any matter not expressly included within the scope of Section 5.2.2.

5.2.2 Major Decisions. Notwithstanding any term or provision set forth in this Agreement to the contrary, the following matters shall be decided pursuant Majority-in-Interest of all Members:

- (a) Amendments to this Agreement that materially and adversely affect the interests of a non-voting Member hereunder;
- (b) Except as set forth in Section 5.2.1(a) and (b) above and any matter expressly set forth in this Agreement, contracts with Manager or Affiliates of the Voting Members; and
- (c) Except as required by law or this Agreement, the dissolution of the Company.

The non-voting members hereby acknowledge that any Loan may be acquired from lenders affiliated with the Voting Members and the Manager and such loans are hereby approved and consented to by the non-voting members.

5.2.3 Authority of Manager. Except to the extent expressly provided elsewhere in this Agreement, the Manager shall manage and conduct the operations and affairs of the Company and make all decisions regarding the Company and its business and assets. Subject to any applicable limitations contained in this Agreement, the Manager shall have all the rights and powers of Manager as provided in the Act and as otherwise provided by law. In dealing with the Manager acting on behalf of the Company, no person shall be required to inquire into the authority of the Manager to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Manager as set forth in this Agreement.

5.2.4 Obligations of the Manager. The Manager shall do the following:

- (a) open and maintain, in the name of the Company, the following bank accounts in a bank or savings and loan association, the deposits of which are insured up to applicable limits, by an agency of the United States government: an operating account, from which Manager shall pay the operating expenses of the Company ("Operating Account");
- (b) deposit all Company revenue and receipts from to the Operating Account, which shall not be commingled with any other funds or accounts of the Manager; and
- (c) any matter expressly required pursuant to the terms of this Agreement.

5.3 [Intentionally Deleted]

5.4 Indemnification. The Company ("Indemnitor") shall indemnify, defend and hold harmless to the extent provided below in this Section 5.5, the Members, Manager, their directors, officers, constituent partners or members, employees, shareholders and other Affiliates (individually, also referred to herein as an "Indemnitee") against all claims, suits, actions, losses, liabilities, reasonable fees of attorneys, accountants and other professionals, judgments, fines, penalties, including excise and similar taxes, settlements, and reasonable expenses ("Losses") actually incurred by such Indemnitee in connection with the defense and/or settlement of such action, suit or proceeding, if such Indemnitee acted in good faith.

5.5 Meetings. No annual or regular meetings of Members are required. Meetings of the Members may be called at any time by the Manager or by any Member or Members holding Percentage Interests aggregating more than twenty percent (20%) for purposes of considering matters subject to the approval of the Members pursuant to Section 5.2.2. Notice of each meeting of the Members shall be given to each Member by the Manager not less than ten (10) days nor more than sixty (60) days prior to the date of such meeting. Each notice hereunder shall specify the place, date and hour of the meeting, and the general nature of the business to be transacted. Any Member may attend a meeting by telephone. Further, any Member may grant a proxy to another Member or other Person to exercise all the voting rights attributable to such granting Member. Attendance at a meeting, whether in person, by telephone or by proxy, shall constitute a waiver of notice of that meeting.

5.6 Action By Written Consent. Any action that may be taken at a meeting of the Members may be taken without a meeting, if a consent in writing setting forth the action so taken, is executed by those Members required to approve the proposed action as provided in Section 5.2. A Member shall respond to any request for approval given by another Member within ten (10) days following the date on which such request for approval is given. All such consents shall be filed by the Manager and maintained in the Company records.

5.7 No Withdrawal By Member. No Member shall be entitled to withdraw or resign from the Company. In the event that, notwithstanding the immediately preceding sentence, a Member does withdraw or resign from the Company, such withdrawing or resigning Member shall not be entitled to receipt of any payment or distribution from the Company solely as a result of such resignation or withdrawal, and effective as of the date of such resignation or withdrawal, and continuing thereafter, such Member shall be entitled solely to the rights to which a holder of an Economic Interest is entitled pursuant to this Agreement, shall not be entitled to participate in any vote of the Members or otherwise in the management of the business of the Company, and will otherwise continue to be deemed an owner and Member of the Company.

5.8 Compensation to Members. Except as herein otherwise specifically provided

herein, no compensatory payment shall be made by the Company to Manager or to any Member for services to the Company, any Member or any member or employee thereof.

**5.9 Manager's Other Duties and Compensation.**

**5.9.1 Property Management.** The Members hereby approve of the execution of a property management agreement between the Company and the Manager in form acceptable to the Voting Members in their sole discretion and agree that the Manager shall perform the duties and receive a monthly management fee. The monthly management fee shall be set at (a) █% of OG, LLC's monthly gross revenue; or (b) \$█ per month, whichever is greater.

**5.9.2 Listing Broker; Disposition Fee.** In the event that the Company elects to sell the Property, the Manager shall act as the listing agent; perform all duties and pay all costs typically performed or paid by a listing broker in the Oakland, California service area (with the Manager being responsible for the payment of any commissions or fees to any cooperating broker(s) to be paid by the Company).

The Members hereby agree that the fees paid to the Manager pursuant to this Section 5.9 shall be treated as third party costs and not distributions of Distributable Cash.

**ARTICLE 6  
TRANSFER OF COMPANY INTERESTS**

**6.1 Restriction on Transfer of Unregistered Security.** The Membership Interests referenced herein have been acquired for investment and have not been registered under the Securities Act of 1933, as amended, or any state securities laws. Without registration, this security may not be sold, pledged, hypothecated, or otherwise transferred at any time whatsoever, except on delivery to the company of an opinion of counsel satisfactory to the members of the company that registration is not required for the transfer, or the submission to the members of the company of other evidence satisfactory to the Manager to the effect that any transfer will not be in violation of the Securities Act of 1933, as amended, and applicable state securities laws or any rules or regulations promulgated thereunder.

## 6.2 Voluntary Transfers.

6.2.1 Transfers To Other Members. A Member may transfer all or any portion of its Membership Interest to another Member at any time. Any transfer pursuant to this Section 6.2.1 shall not require the consent of any other Member and shall not be subject to the right of first refusal described in Section 6.3.

6.2.2 Transfers To Specified Donees. Subject to all limitations contained in Section 6.4, a Member may transfer all or any portion of its Membership Interest to specified relatives ("Specified Donees") at any time in accordance with this Section 6.2.2. Any transfer pursuant to this Section 6.2.2 shall not require the consent of any other Member and shall not be subject to the right of first refusal described in Section 6.3. The transfers pursuant to this Section 6.2.2 are as follows:

(a) Transfers to Family Members. Transfers by gift, bequest or otherwise to the Member's spouse, children, or other family members by lineal descent; or

(b) Transfers To Trust For Family Members. Transfers by gift, devise or otherwise, to a trust for the sole benefit of a Member or a Member's spouse, children or other family members by lineal descent.

6.2.3 Transfers by Manager. Subject to all limitations contained in Section 6.3, the Manager shall have the right, in its sole and absolute discretion and without the need for approval by any of the Members, may transfer up to forty-nine percent (49%) of its Membership Interest to one or more third parties. Upon the transfer of any portion of the Manager's Membership Interest pursuant to this Section 6.1.3, the Membership Interest so transferred shall automatically be converted to a non-voting class and the transferee shall be admitted to the Company as a non-voting member.

6.2.4 Other Transfers. In the case of any voluntary transfer of a Percentage Interest pursuant to a transaction other than that described in Sections 6.2.1, 6.2.2 or 6.2.3, the transfer shall be subject to the right of first refusal described in Section 6.3.

## 6.3 Right of First Refusal.

6.3.1 Application of Right of First Refusal. The right of first refusal set forth in this Section 6.3 shall be applicable in the case of any voluntary transfer by a Member of its Membership Interest pursuant to a transaction other than those described in Sections 6.2.1, 6.2.2 or 6.2.3.



6.3.2 Sales Offer. If any Member ("Selling Member") receives a bona fide offer ("Sales Offer"), whether or not solicited by the Selling Member, from a person not then a Member or a Specified Donee, to purchase all or any portion of the Selling Member's Percentage Interest, and if the Selling Member is willing to accept the Sales Offer, the Selling Member may transfer the portion of the Selling Member's Percentage Interest specified in the Sales Offer ("Offered Interest") only after (a) the Selling Member has afforded the other Members ("Offeree Members") the right of first refusal described in this Section 6.3, and (b) the Manager shall have approved of the offer.

6.3.3 Notice of Offer. The Selling Member shall give written notice ("Notice of Offer") to each of the Offeree Members of the Offered Interest the Selling Member proposes to transfer, the price and all other terms on which the Offered Interest is proposed to be transferred, and the identity of the proposed transferee. The purchase price shall be payable all in cash or in cash and promissory note(s).

6.3.4 Notice of Election to Acquire. Within twenty (20) days after receipt of the Notice of Offer, any one or more of the Offeree Members may deliver to the Selling Member and to each of the other Offeree Members written notice of election ("Notice of Election to Acquire") to purchase all or a specified portion of the Offered Interest. All Offeree Members who deliver a Notice of Election to Acquire to the Selling Member and to the other Offeree Members shall hereinafter be referred to as "Acquiring Members."

6.3.5 Acquisition of Offered Interest. If the portions of the Percentage Interest which the Acquiring Members state they desire to acquire (in the Notices of Election to Acquire) equal or exceed the Offered Interest, the Selling Member shall sell, and the Acquiring Members shall purchase, the Offered Interest. The Acquiring Members shall acquire the Offered Interest at the price, and payable on the terms, specified in the Notice of Offer.

6.3.6 Acquisition of Portions of Offered Interest. If the aggregate portions of the Percentage Interests specified in the Notices of Election to Acquire which are timely given exceed the Offered Interest, the Acquiring Members shall attempt to agree among themselves upon which portion of the Offered Interest each shall acquire. If the Acquiring Members cannot agree upon the portions of the Offered Interest each is to acquire, they each shall purchase such a portion of the Offered Interest (and be liable for such a portion of the total purchase price for the Offered Interest) equal to the lesser of the following:

(a) Amount In Notice. The portion of the Offered Interest stated in the Notice of Election to Acquire given by the Acquiring Member; or

(b) Proportionate Share. An amount equal to product of (i) the Offered Interest, and (ii) a fraction equal (A) the Percentage Interest of the Acquiring Member over (B) combined Percentage Interests of all Acquiring Members.

6.3.7 All Offered Interest Not to Be Acquired. If the aggregate portions of the Percentage Interests stated in the Notices of Election to Acquire which are timely given by Acquiring Members are less than the entire Offered Interest, all of the Notices of Election to Acquire shall be ineffective, and the Selling Member shall not be obligated to sell, nor shall the other Members be entitled or obligated to purchase, all or any part of the Offered Interest for a period of ninety (90) days after the twenty (20) day period specified in Section 6.3.4. The Selling Member shall then transfer the Offered Interest to the transferee specified in the Notice of Offer on the same terms (including price) and conditions stated in the Notice of Offer. If the sale to the transferee stated in the Notice of Offer, on the terms and conditions specified in the Notice of Offer, is not consummated within ninety (90) days after the twenty (20) day period specified in Section 6.3.4, then the right of first refusal as set forth in this Section 6.3 again shall be effective as to the Selling Member's Percentage Interest.

6.4 Assumption of Liabilities. The transferee of all or any part of a Percentage Interest shall acquire so much of the transferor's Capital Account, and its credits for capital, contributions, Unreturned Capital and Outstanding Preferred Return, as are attributable to the portion of the Percentage Interest transferred. No transfer of a Percentage Interest, whether or not made in compliance herewith, shall be effective to release or in any way discharge the transferor from all obligations and liability hereunder attributable to the transferred Percentage Interest, unless and until (a) the transferee expressly assumes, in writing, all such obligation and liability, and (b) the transferee is admitted as a Member in accordance with this Agreement. New Members admitted to the Company pursuant to this Article 6 are sometimes referred to herein as a "Substitute Member" or a "permitted transferee".

6.5 Economic Interest. No Member shall have the right to transfer an Economic Interest separate from the Membership Interest without the other member's prior written consent, which may be withheld or conditioned in such Member's sole and absolute discretion.

## **ARTICLE 7**

### **ACCOUNTING, RECORDS**

7.1 Books and Records. The books and records of the Company shall be kept, and the financial position and the results of the Company's operations recorded, in accordance with the Company's accounting policies. The books and records of the Company shall reflect all the Company transactions and shall be appropriate and adequate for the Company's business. The

Company shall maintain at its executive offices all of the following books and records of the Company:

7.1.1. A current record of the full name and last known business or residence address of each Member and Substitute Member, set forth in alphabetical order, together with the Capital Contributions, Capital Account and Percentage Interest for each Member and Substitute Member;

7.1.2. A copy of the Articles of Organization;

7.1.3. Copies of the Company's federal, state, and local income tax or information returns and reports, if any, for the six (6) most recent taxable years;

7.1.4. A copy of this Agreement and any and all amendments thereto;

7.1.5. Copies of the financial statements of the Company, if any, for the six (6) most recent fiscal years; and

7.1.6. The Company's books and records (including minutes of Member meetings) as they relate to the internal affairs of the Company for at least the current and past four (4) fiscal years.

7.2 Fiscal Year. The Company's fiscal year shall begin on January 1 and conclude on December 31.

7.3 Delivery to Members and Inspection. Upon the request of any Member for purposes reasonably related to the interest of that Person as a Member, the Manager shall promptly deliver to the requesting Member, at the expense of the Company, a copy of the information required to be maintained under Sections 7.1.1, 7.1.2 and 7.1.4 above. Further, upon the request of any Member for purposes reasonably related to the interest of that person as a Member, such Member shall have the right to inspect and copy during normal business hours any of the records described in Sections 7.1.1 through 7.1.7 above.

7.4 Tax Information. The Manager shall cause to be prepared, at least annually, at Company expense, the information necessary for the preparation of the Members' federal and state returns. The Manager shall send or cause to be sent to each Member following each taxable year, such information as is necessary to complete federal and state income or information returns, together with a copy of the Company's federal, state and local income tax or information returns for that taxable year.

7.5 Filings. The Manager, at Company expense, shall cause the income tax returns for the Company to be prepared and timely filed with the appropriate authorities. The Manager, at Company expense, shall also cause to be prepared and timely filed, with appropriate federal and state regulatory and administrative bodies, amendments to, or restatements of, the Articles and all reports required to be filed by the Company with those entities under the Act or other applicable laws, rules and regulations.

7.6 Funds of the Company. All expenses of the Manager incurred for the benefit of the Company shall be paid by the Company. The Members agree and acknowledge that the Manager may use excess or idle funds to invest in secured funds with institutions or other entities under control of Manager.

7.7 Accounting Decisions and Reliance on Others. All decisions as to accounting matters, except as otherwise specifically set forth herein, shall be made by the Manager.

7.8 Tax Matters. The Manager shall from time to time cause the Company to make such tax elections as the Manager reasonably deems to be in the best interests of the Company and the Members. The Manager shall act as the "Tax Matters Partner" as defined in Section 6231(a)(7) of the Code and shall represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including resulting judicial and administrative proceedings, and shall expend the Company funds for professional services and costs associated therewith. The Manager shall oversee the Company tax affairs in the overall best interest of the Company.

## **ARTICLE 8**

### **DISSOLUTION OF THE COMPANY**

8.1 Dissolution, Liquidation, and Termination Generally. The Company shall be dissolved upon the first to occur of any of the following:

8.1.1 The sale or disposition of all of the assets of the Company and the receipt, in cash, of all consideration therefor;

8.1.2 The determination of a Majority-in-Interest of the Voting Members to dissolve the Company; and

8.1.3 The occurrence of any event which, as a matter of law, requires that the Company be dissolved.

8.2 Liquidation and Termination. Upon dissolution of the Company, unless it is

continued as provided above, the Manager shall act as liquidator or may appoint one or more other Persons as liquidator; however, if the Company is dissolved because of an event occurring with respect to the Manager, the liquidator shall be one or more Persons selected in writing by the Voting Members. The liquidator shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein. The costs of liquidation shall be a Company expense. Until final distribution, the liquidator shall continue to operate the Company properties with all of the power and authority of the Manager hereunder. The steps to be accomplished by the liquidator are as follows:

8.2.1 as promptly as possible after dissolution and again after final liquidation, the liquidator shall cause a proper accounting to be made by a firm of certified public accountants acceptable to the Manager of the Company's assets, liabilities, and operations through the last day of the calendar month in which the dissolution shall occur or the final liquidation shall be completed, as applicable;

8.2.2 the liquidator shall pay all of the debts and liabilities of the Company or otherwise make adequate provision therefor (including the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as the liquidator may reasonably determine); and

8.2.3 all remaining assets of the Company shall be distributed to the Members as follows: (a) the liquidator may sell any or all Company property and the sum of (1) any resulting gain or loss from each sale plus (2) the fair market value of such property that has not been sold shall be determined and (notwithstanding the provisions of Article 4) income, gain, loss, and deduction inherent in such property (that has not been reflected in the Capital Accounts previously) shall be allocated among the Members to the extent possible to cause the Capital Account balance of each Member to equal the amount distributable to such Member under Section 4.1; and Company property shall be distributed to the Members pursuant to Section 2.4 and Profits or Losses arising from the liquidation shall be allocated as required under Article 4.

8.3 Certificate of Dissolution. On completion of the distribution of Company assets, the Manager (or such other person as the Act may require or permit) shall file a Certificate of Dissolution with the Secretary of State of California and take such other actions as may be necessary to terminate the existence of the Company.

**ARTICLE 9**  
**MISCELLANEOUS**

9.1 Waiver of Partition. Each Member hereby irrevocably waives any and all rights to maintain an action for partition or to otherwise compel any sale with respect to any assets or property of the Company, or otherwise with respect to the interest of such Member in the Company, except as may be expressly provided in this Agreement. No Member shall, either directly or indirectly, undertake, aid or solicit any other Person to undertake, any action to require partition or appraisal of the Company or any of its assets or property or in connection therewith to cause the sale of any assets or property of the Company.

9.2 Successors. This Agreement shall be binding on and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and permitted assigns.

9.3 Captions. Paragraph titles or captions contained in this Agreement are inserted as a matter of convenience only and for reference, and in no way define, limit, extend or describe the scope of this Agreement.

9.4 Severability. In the case that any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

9.5 Further Assurances. Upon the request of the Manager, each Member shall execute and deliver any and all further instruments and documents and take all actions as may be reasonably required to effectuate the terms and provisions of this Agreement provided, however, that no Member shall be obligated under this Section to execute any instrument or document which would impair its rights or enlarge its obligations hereunder.

9.6 Enforcement. Should any Member institute any action or proceeding to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provision hereof, the prevailing party or parties shall be entitled to recover from the other party or parties all costs and expenses (including reasonable attorneys' fees) incurred by such prevailing party or parties in connection with such action or proceeding. The phrase "prevailing party" shall include a party who receives substantially the relief desired whether by dismissal, summary judgment, judgment or otherwise.

9.7 Controlling Law. This Agreement shall be governed by and be construed according to the internal laws of the State of California without reference to any principles of conflicts of law.

9.8 Number; Gender. Whenever required by the context hereof, the singular shall include the plural, and vice versa, and the masculine gender shall include the feminine and neuter genders, and vice versa.

9.9 Notices. All notices, requests or demands to a party hereunder shall be in writing and shall be given or served upon the other party by personal service, by certified return receipt requested or registered mail, postage prepaid, or by Federal Express or other nationally recognized commercial courier, charges prepaid. Any such notice, demand, request or other communication shall be deemed to have been received upon the earlier of personal delivery thereof, three (3) Business Days after having been mailed as provided above, or upon delivery by a commercial courier, as the case may be. Notices may be given by facsimile and shall be effective upon the transmission of such facsimile notice provided that the facsimile notice is transmitted on a Business Day and a copy of the facsimile notice together with evidence of its successful transmission indicating the date and time of transmission is sent on the day of transmission by recognized overnight carrier for delivery on the immediately succeeding Business Day. Each party shall be entitled to modify its address by notice given in accordance with this Section.

9.10 Time. Time is of the essence in the performance of each party's obligation hereunder.

9.11 No Waiver. No waiver by any party of the performance or satisfaction of any covenant or condition shall be valid unless in writing and shall not be considered to be a waiver by such party of any other covenant or condition hereunder.

9.12 Schedules. All schedules and exhibits attached hereto shall be incorporated herein by reference as if set out herein in full.

9.13 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and this Agreement supersedes all prior and contemporaneous agreements, representations and understandings of the parties.

9.14 Amendments. No amendment to this Agreement shall be valid or binding unless set forth in writing and approved pursuant to the applicable provisions of this Agreement.

9.15 Representation. Each Member has been represented by independent counsel of such Member's choice. Notwithstanding the provisions of Section 1654 of the California Civil



Code or any other similar statute, this Agreement shall be interpreted as though all of the Parties hereto had equally drafted this Agreement.

9.16 Counterparts. This Agreement, and any amendment hereto, may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument and shall be binding on the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile also shall deliver a manually executed counterpart of this Agreement, but failure to deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect of this Agreement.

9.17 Conflict. In the event of any conflict between a provision of this Amended and Restated Agreement and a provision in the July 6<sup>th</sup>, 2011 Amendment or any Pledge Agreement, unless this Amendment expressly states otherwise, then the provision of this Agreement will govern.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement, to be executed as of the day and year first above written.

**CALIFORNIA CAPITAL & INVESTMENT GROUP, INC.,**

**a California corporation**

**Managing Member**

By: 

Name: Damian Fink

Title: Director

Date: July 21, 2015

**VOTING MEMBERS**

By: 

Name: Phil Tagami

Title: CEO

Date: July 21, 2015

By: 

Name: Damian Fink

Title: Director

Date: July 21, 2015

By: 

Name: Len Epstein

Title: CFO

Date: July 21, 2015

By: 

Name: Mark McClure

Title: Director


Date: July 21, 2015

[Additional signature pages to be attached as necessary]

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**NON-VOTING MEMBERS**

**Member #1**

By  DocuSigned by:  
E93A49D54839409...  
Anker Family Trust DTD  
Name 10/20/99  
Marc D. Anker & Hazel J. Anker,  
Title TRUSTEES  
Date 7/25/2015 7/25/2015

**Member #2**

By  
Name Bay Alarm Securities LLC, Reed  
Westphal  
Title  
Date

**Member #3**

By  
Name Kevin & Christine Chessen  
Revocable Trust DTD 10/6/02,  
Kevin Chessen & Christine  
Chessen  
Title TRUSTEES  
Date

**Member #4**

By  
Name Aaron Goodwin  
Title an Individual  
Date

**Member #5**

By  
Name Gross-Morrison Trust, DTD  
9/5/2006, Kenneth A. Morrison  
Title TRUSTEE  
Date

**Member #6**

By  
Name Randall T. Hayashi  
Title an Individual  
Date

**Member #7**

By  
Name Ronald I. Codron  
Title an Individual  
Date

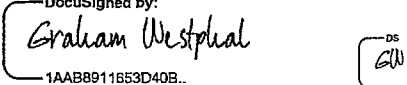
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Title TRUSTEES  
Date

**Member #2**

By   
Name Bay Alarm Securities LLC, ~~Reed Westphal~~  
Title Graham Westphal  
Date 7/29/2015

**Member #3**

By  
Kevin & Christine Chessen  
Name Revocable Trust DTD 10/6/02,  
Kevin Chessen & Christine  
Chessen  
Title TRUSTEES  
Date

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By  
Name Aaron Goodwin  
Title an Individual  
Date

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Date

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Title an Individual  
Date

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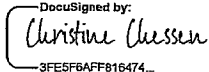
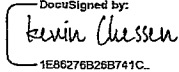
**Member #1**

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Marc D. Anker & Hazel J. Anker,  
Title TRUSTEES  
Date

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By  
Name Bay Alarm Securities LLC, Reed  
Westphal  
Title  
Date

**Member #3**

By    
Kevin & Christine Chessen  
Name Revocable Trust DTD 10/6/02,  
Kevin Chessen & Christine  
Chessen  
Title TRUSTEES  
Date 7/23/2015 7/23/2015

**Member #4**

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Title an Individual  
Date

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Title TRUSTEE  
Date

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Date

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Date

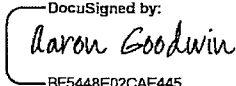
**Member #2**

By  
Bay Alarm Securities LLC, Reed  
Name Westphal  
Title  
Date

**Member #3**

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Name Aaron Goodwin  
Title an Individual  
Date 8/8/2015

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9/5/2006, Kenneth A. Morrison  
Title TRUSTEE  
Date

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Title an Individual  
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9/5/2006, Kenneth A. Morrison  
Title TRUSTEE  
Date July 29, 2015

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Title an Individual  
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Westphal  
Title  
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Kevin & Christine Chessen  
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Kevin Chessen & Christine  
Chessen  
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Date

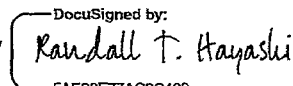
**Member #4**

By  
Name Aaron Goodwin  
Title an Individual  
Date

**Member #5**

By  
Name Gross-Morrison Trust, DTD  
9/5/2006, Kenneth A. Morrison  
Title TRUSTEE  
Date

**Member #6**

By   
DocuSigned by:  
5AE99E77AC2C439...  
Name Randall T. Hayashi  
Title an Individual  
Date 7/23/2015

**Member #7**

By  
Name Ronald I. Codron  
Title an Individual  
Date

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Date

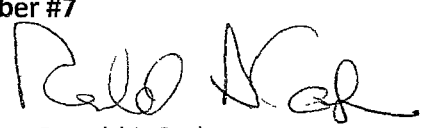
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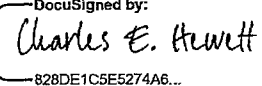
Name Randall T. Hayashi  
Title an Individual  
Date

**Member #7**

By

  
Name Ronald I. Codron  
Title an Individual  
Date 7-21-15

**Member #8**

By   
DocuSigned by:  
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Name Charles E. Hewett  
Title an Individual  
Date 7/30/2015

**Member #9**

By  
Name Laurie S. Cooperman & George M. Rosen  
Title Husband & Wife  
Date

**Member #10**

By  
Name Chris & Eileen Kwei  
Title Husband & Wife  
Date

**Member #11**

By  
Name Dreisbach Family Trust, DTD 3/2/92, Ronald T. & Marianne Dreisbach  
Title TRUSTEE  
Date

**Member #12**

By  
Name Michael A. Folb Trust, Michael Folb  
Title TRUSTEE  
Date

**Member #13**

By  
Name Samuel Jacobs Living Trust, DTD 5/22/97, Hazel J. Anker  
Title TRUSTEE  
Date

**Member #14**

By  
Name Lowell B. Davis DDS MS Profit Sharing PL & TR DTD 1/1/89, Lowell B. Davis  
Title TRUSTEE  
Date

**Member #15**

By  
Name Debra Levinsky Revocable Trust, Debra Levinsky  
Title TRUSTEE  
Date


**Member #8**

By

Name Charles E. Hewett  
Title an Individual  
Date

**Member #9**

By

  
Name Laurie S. Cooperman & George  
M. Rosen  
Title Husband & Wife  
Date 7/25/15

**Member #10**

By

Name Chris & Eileen Kwei  
Title Husband & Wife  
Date

**Member #11**

By

Dreisbach Family Trust, DTD  
Name 3/2/92, Ronald T. & Marianne  
Dreisbach  
Title TRUSTEE  
Date

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Folb  
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Name Debra Levinsky  
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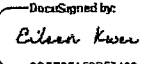
**Member #9**

By

Name Laurie S. Cooperman & George  
M. Rosen  
Title Husband & Wife  
Date

**Member #10**

By

DocuSigned by:  
  
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Name Chris & Eileen Kwei  
Title Husband & Wife  
Date 7/21/2015 7/27/2015

**Member #11**

By

Name Dreisbach Family Trust, DTD  
3/2/92, Ronald T. & Marianne  
Dreisbach  
Title TRUSTEE  
Date

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Folb  
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Date

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Debra Levinsky  
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Title Husband & Wife  
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Title Husband & Wife  
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Dreisbach  
Title TRUSTEE  
Date 7/21/2015 7/21/2015

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Date

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Debra Levinsky  
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3/2/92, Ronald T. & Marianne  
Dreisbach  
Title TRUSTEE  
Date

**Member #12**

By DocuSigned by:  
*Michael A. Folb*  
242C34B9F31840B...  
Name Michael A. Folb Trust, Michael  
Folb  
Title TRUSTEE  
Date 7/23/2015

**Member #13**

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5/22/97, Hazel J. Anker  
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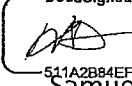
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Dreisbach Family Trust, DTD  
Name 3/2/92, Ronald T. & Marianne  
Dreisbach  
Title TRUSTEE  
Date

**Member #12**

By

Name Michael A. Folb Trust, Michael  
Folb  
Title TRUSTEE  
Date

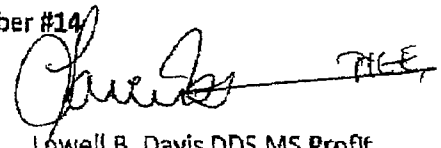
**Member #13**

By

Name Samuel Jacobs Living Trust, DTD  
5/22/97, Hazel J. Anker  
Title TRUSTEE  
Date

**Member #14**

By

  
Lowell B. Davis DDS MS Profit  
Name Sharing PL & TR DTD 1/1/89,  
Lowell B. Davis  
Title TRUSTEE  
Date 7/22/15

**Member #15**

By

Name Debra Levinsky Revocable Trust,  
Debra Levinsky  
Title TRUSTEE  
Date

**Member #8**

By

Name Charles E. Hewett  
Title an Individual  
Date

**Member #9**

By

Name Laurie S. Cooperman & George  
M. Rosen  
Title Husband & Wife  
Date

**Member #10**

By

Name Chris & Eileen Kwei  
Title Husband & Wife  
Date

**Member #11**

By

Name Dreisbach Family Trust, DTD  
3/2/92, Ronald T. & Marianne  
Dreisbach  
Title TRUSTEE  
Date

**Member #12**

By

Name Michael A. Folb Trust, Michael  
Folb  
Title TRUSTEE  
Date

**Member #13**

By

Name Samuel Jacobs Living Trust, DTD  
5/22/97, Hazel J. Anker  
Title TRUSTEE  
Date

**Member #14**

By

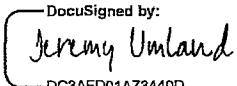
Name Lowell B. Davis DDS MS Profit  
Sharing PL & TR DTD 1/1/89,  
Lowell B. Davis  
Title TRUSTEE  
Date

**Member #15**

By

DocuSigned by:  
*Debra Levinsky*  
62A4098AB77140B...  
Name Debra Levinsky Revocable Trust,  
Debra Levinsky  
Title TRUSTEE  
Date 8/7/2015

**Member #16**

By  DocuSigned by:  
DC3AFD01A73440D...  
Name Ozumo Restaurant Ventures,  
LLC, Jeremy Umland  
Title  
Date 7/24/2015

**Member #17**

By  
Name Jeff Maruyama  
Title an Individual  
Date

**Member #18**

By  
Name Marks Family Trust, Sean &  
Jennifer Marks  
Title TRUSTEES  
Date

**Member #19**

By  
Name The Rendel Living Trust, DTD  
12/17/90, Rachel Rendel  
Title TRUSTEE  
Date

**Member #20**

By  
Name Fran Miller  
Title an Individual  
Date

**Member #21**

By  
Name Cheryl Turow, Special Needs  
Trust, Laurie Cooperman Rosen  
Title TRUSTEE  
Date

**Member #22**

By  
Name Frank A. Tucker  
Title an Individual  
Date

**Member #23**

By  
Name Rameshchandra C. Patel & Indira  
R. Patel Revocable Trust,  
Ramesh Patel  
Title TRUSTEE  
Date

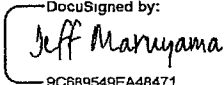
**Member #24**

By  
Name Nancy and Andrew Wallach  
Family Trust, Andrew Wallach  
Title TRUSTEE  
Date

**Member #16**

By  
Name Ozumo Restaurant Ventures,  
LLC, Jeremy Umland  
Title  
Date

**Member #17**

By   
Name Jeff Maruyama  
Title an Individual  
Date 7/21/2015

**Member #18**

By  
Name Marks Family Trust, Sean &  
Jennifer Marks  
Title TRUSTEES  
Date

**Member #19**

By  
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12/17/90, Rachel Rendel  
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Title an Individual  
Date

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Name Cheryl Turow, Special Needs  
Trust, Laurie Cooperman Rosen  
Title TRUSTEE  
Date

**Member #22**

By  
Name Frank A. Tucker  
Title an Individual  
Date

**Member #23**

By  
Name Rameshchandra C. Patel & Indira  
R. Patel Revocable Trust,  
Ramesh Patel  
Title TRUSTEE  
Date

**Member #24**

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Name Nancy and Andrew Wallach  
Family Trust, Andrew Wallach  
Title TRUSTEE  
Date

**Member #16**

By

Name Ozumo Restaurant Ventures,  
LLC, Jeremy Umland  
Title  
Date

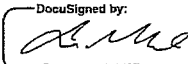
**Member #17**

By

Name Jeff Maruyama  
Title an Individual  
Date

**Member #18**

By

  
Name Marks Family Trust, Sean &  
Jennifer Marks  
Title TRUSTEES  
Date 7/23/2015 7/21/2015

**Member #19**

By

Name The Rendel Living Trust, DTD  
12/17/90, Rachel Rendel  
Title TRUSTEE  
Date

**Member #20**

By

Name Fran Miller  
Title an Individual  
Date

**Member #21**

By

Name Cheryl Turow, Special Needs  
Trust, Laurie Cooperman Rosen  
Title TRUSTEE  
Date

**Member #22**

By

Name Frank A. Tucker  
Title an Individual  
Date

**Member #23**

By

Name Rameshchandra C. Patel & Indira  
R. Patel Revocable Trust,  
Ramesh Patel  
Title TRUSTEE  
Date

**Member #24**

By

Name Nancy and Andrew Wallach  
Family Trust, Andrew Wallach  
Title TRUSTEE  
Date

**Member #16**

By  
Name Ozumo Restaurant Ventures,  
LLC, Jeremy Umland  
Title  
Date

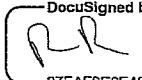
**Member #17**

By  
Name Jeff Maruyama  
Title an Individual  
Date

**Member #18**

By  
Name Marks Family Trust, Sean &  
Jennifer Marks  
Title TRUSTEES  
Date

**Member #19**

By   
27EAF6E6E48246F..  
Name The Rendel Living Trust, DTD  
12/17/90, Rachel Rendel  
Title TRUSTEE  
Date 7/24/2015

**Member #20**

By  
Name Fran Miller  
Title an Individual  
Date

**Member #21**

By  
Name Cheryl Turow, Special Needs  
Trust, Laurie Cooperman Rosen  
Title TRUSTEE  
Date

**Member #22**

By  
Name Frank A. Tucker  
Title an Individual  
Date

**Member #23**

By  
Name Rameshchandra C. Patel & Indira  
R. Patel Revocable Trust,  
Ramesh Patel  
Title TRUSTEE  
Date

**Member #24**

By  
Name Nancy and Andrew Wallach  
Family Trust, Andrew Wallach  
Title TRUSTEE  
Date

**Member #16**

By  
Name Ozumo Restaurant Ventures,  
LLC, Jeremy Umland  
Title  
Date

**Member #17**

By  
Name Jeff Maruyama  
Title an Individual  
Date

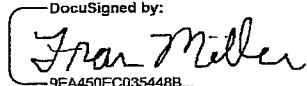
**Member #18**

By  
Name Marks Family Trust, Sean &  
Jennifer Marks  
Title TRUSTEES  
Date

**Member #19**

By  
Name The Rendel Living Trust, DTD  
12/17/90, Rachel Rendel  
Title TRUSTEE  
Date

**Member #20**

By   
Name Fran Miller  
Title an Individual  
Date 7/21/2015

**Member #21**

By  
Name Cheryl Turow, Special Needs  
Trust, Laurie Cooperman Rosen  
Title TRUSTEE  
Date

**Member #22**

By  
Name Frank A. Tucker  
Title an Individual  
Date

**Member #23**

By  
Name Rameshchandra C. Patel & Indira  
R. Patel Revocable Trust,  
Ramesh Patel  
Title TRUSTEE  
Date

**Member #24**

By  
Name Nancy and Andrew Wallach  
Family Trust, Andrew Wallach  
Title TRUSTEE  
Date

**Member #16**

By  
Name Ozumo Restaurant Ventures,  
LLC, Jeremy Umland  
Title  
Date

**Member #17**

By  
Name Jeff Maruyama  
Title an Individual  
Date

**Member #18**

By  
Name Marks Family Trust, Sean &  
Jennifer Marks  
Title TRUSTEES  
Date

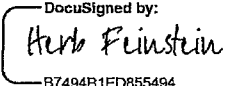
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By  
Name The Rendel Living Trust, DTD  
12/17/90, Rachel Rendel  
Title TRUSTEE  
Date

**Member #20**

By  
Name Fran Miller  
Title an Individual  
Date

**Member #21**

By   
Name Cheryl Turow, Special Needs  
Trust, Herb Feinstein  
Title TRUSTEE  
Date 7/27/2015

**Member #22**

By  
Name Frank A. Tucker  
Title an Individual  
Date

**Member #23**

By  
Name Rameshchandra C. Patel & Indira  
R. Patel Revocable Trust,  
Ramesh Patel  
Title TRUSTEE  
Date

**Member #24**

By  
Name Nancy and Andrew Wallach  
Family Trust, Andrew Wallach  
Title TRUSTEE  
Date



**Member #16**

By  
Name Ozumo Restaurant Ventures,  
LLC, Jeremy Umland  
Title  
Date

**Member #17**

By  
Name Jeff Maruyama  
Title an Individual  
Date

**Member #18**

By  
Name Marks Family Trust, Sean &  
Jennifer Marks  
Title TRUSTEES  
Date

**Member #19**

By  
Name The Rendel Living Trust, DTD  
12/17/90, Rachel Rendel  
Title TRUSTEE  
Date

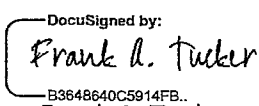
**Member #20**

By  
Name Fran Miller  
Title an Individual  
Date

**Member #21**

By  
Name Cheryl Turow, Special Needs  
Trust, Laurie Cooperman Rosen  
Title TRUSTEE  
Date

**Member #22**

By   
Name Frank A. Tucker  
Title an Individual  
Date 7/23/2015

**Member #23**

By  
Name Rameshchandra C. Patel & Indira  
R. Patel Revocable Trust,  
Ramesh Patel  
Title TRUSTEE  
Date

**Member #24**

By  
Name Nancy and Andrew Wallach  
Family Trust, Andrew Wallach  
Title TRUSTEE  
Date

**Member #16**

By

Name Ozumo Restaurant Ventures,  
LLC, Jeremy Umland  
Title  
Date

**Member #17**

By

Name Jeff Maruyama  
Title an Individual  
Date

**Member #18**

By

Name Marks Family Trust, Sean &  
Jennifer Marks  
Title TRUSTEES  
Date

**Member #19**

By

Name The Rendel Living Trust, DTD  
12/17/90, Rachel Rendel  
Title TRUSTEE  
Date

**Member #20**

By

Name Fran Miller  
Title an Individual  
Date

**Member #21**

By

Name Cheryl Turow, Special Needs  
Trust, Laurie Cooperman Rosen  
Title TRUSTEE  
Date

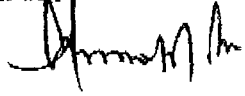
**Member #22**

By

Name Frank A. Tucker  
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Date

**Member #23**

By

  
Name Rameshchandra C. Patel & Indira  
R. Patel Revocable Trust,  
Ramesh Patel  
Title TRUSTEE  
Date July 24, 2015

**Member #24**

By

Name Nancy and Andrew Wallach  
Family Trust, Andrew Wallach  
Title TRUSTEE  
Date

**Member #16**

By  
Name Ozumo Restaurant Ventures,  
LLC, Jeremy Umland  
Title  
Date

**Member #17**

By  
Name Jeff Maruyama  
Title an Individual  
Date

**Member #18**

By  
Name Marks Family Trust, Sean &  
Jennifer Marks  
Title TRUSTEES  
Date

**Member #19**

By  
Name The Rendel Living Trust, DTD  
12/17/90, Rachel Rendel  
Title TRUSTEE  
Date

**Member #20**

By  
Name Fran Miller  
Title an Individual  
Date

**Member #21**

By  
Name Cheryl Turow, Special Needs  
Trust, Laurie Cooperman Rosen  
Title TRUSTEE  
Date

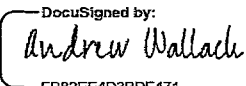
**Member #22**

By  
Name Frank A. Tucker  
Title an Individual  
Date

**Member #23**

By  
Name Rameshchandra C. Patel & Indira  
R. Patel Revocable Trust,  
Ramesh Patel  
Title TRUSTEE  
Date

**Member #24**

By   
Name Nancy and Andrew Wallach  
Family Trust, Andrew Wallach  
Title TRUSTEE  
Date 7/23/2015

**Member #25**

By *Odette Pollar*

Name Odette Pollar

Title an Individual

Date *7/21/2015*

**Member #26**

By

Name Martin Kaufman

Title an Individual

Date

**Member #27**

By

Name The Raffle Trust, Stephen M.  
Raffle, M.D.

Title TRUSTEE

Date

**Member #28**

By

Name Hayes Raffle & Rachel Cleary

Title

Date

**Member #29**

By

Name Holly McClure

Title an Individual

Date

**Member #25**

By

Name Odette Pollar  
Title an Individual  
Date

**Member #28**

By

Name Hayes Raffle & Rachel Cleary  
Title  
Date

**Member #26**

By

DocuSigned by:  
*Martin Kaufman*  
22EBB9766ED84D9...

Name Martin Kaufman  
Title an Individual  
Date 7/21/2015

**Member #29**

By

Name Holly McClure  
Title an Individual  
Date

**Member #27**

By

Name The Raffle Trust, Stephen M.  
Raffle, M.D.  
Title TRUSTEE  
Date

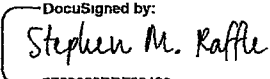
**Member #25**

By  
Name Odette Pollar  
Title an Individual  
Date

**Member #26**

By  
Name Martin Kaufman  
Title an Individual  
Date

**Member #27**

By   
DocuSigned by:  
2729889DDF88460  
Name The Raffle Trust, Stephen M.  
Raffle, M.D.  
Title TRUSTEE  
Date 7/21/2015

**Member #28**

By  
Name Hayes Raffle & Rachel Cleary  
Title  
Date

**Member #29**

By  
Name Holly McClure  
Title an Individual  
Date

**Member #25**

By  
Name Odette Pollar  
Title an Individual  
Date

**Member #26**

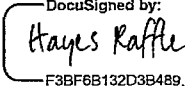
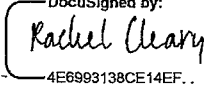
By  
Name Martin Kaufman  
Title an Individual  
Date

**Member #27**

By  
Name The Raffle Trust, Stephen M.  
Raffle, M.D.

Title TRUSTEE  
Date

**Member #28**

By    
DocuSigned by: F3BF6B132D3B489.. DocuSigned by: 4E6993138CE14EF..  
Name Raffle-Cleary Trust, Hayes Solos  
Raffle & Rachel Jean Cleary  
Title TRUSTEES  
Date 8/10/2015

**Member #29**

By  
Name Holly McClure  
Title an Individual  
Date

**Member #25**

By

Name Odette Pollar  
Title an Individual  
Date

**Member #26**

By

Name Martin Kaufman  
Title an Individual  
Date

**Member #27**

By

Name The Raffle Trust, Stephen M.  
Raffle, M.D.  
Title TRUSTEE  
Date

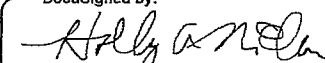
**Member #28**

By

Name Hayes Raffle & Rachel Cleary  
Title  
Date

**Member #29**

By

DocuSigned by:  
  
A6FB1FE31AF944B...

Name Holly McClure  
Title an Individual  
Date 7/29/2015



**EXHIBIT A**  
**DEFINITIONS**

"1933 Act" means the Securities Act of 1933, as amended from time to time.

"Adjusted Capital Account Deficit" means, with respect to any Member, the amount of the deficit balance, if any, in such Member's Capital Account as of the end of any fiscal year or other period as (i) credited by any amount that such Member is obligated to restore or is deemed obligated to restore pursuant to the next to the last sentence of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5) and (ii) debited by the amount of any items described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6). This definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"Affiliate" means, with respect to a Person, another Person, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the Person in question. The term "control" as used in the preceding sentence means, with respect to a Person that is a corporation, the right to exercise, directly or indirectly, more than five percent (5%) of the voting rights attributable to the shares of the controlled corporation, and, with respect to a Person that is not a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled Person.

"Agreement" means the Operating Agreement of the Company, including this Exhibit and all other exhibits and schedules attached to this Agreement, as amended from time to time.

"Bankruptcy" means any of (a) the filing of an application for, or the consent to, the appointment of a trustee, receiver, custodian or liquidator of all or any portion of a Person's assets; (b) the entry of an order for relief with respect to a Person in proceedings under the United States Bankruptcy Code, or any similar laws of any applicable foreign jurisdiction, as amended or superseded from time to time; (c) the making of a general assignment for the benefit of creditors; (d) the entry of an order, judgment or decree by any court of competent jurisdiction appointing a trustee, receiver, custodian, or liquidator of all or any portion of a Person's assets unless the proceedings and the Person appointed are dismissed within ninety (90) days; (e) the failure generally by any Person to pay its debts as such debts become due within the meaning of section 304(h)(1) of the United States Bankruptcy Code, as determined by the Bankruptcy Court, or any

parallel provisions of law in any applicable foreign jurisdiction, or (f) the admission in writing of such Person's inability to pay its debts as they become due.

"Book Value" means, with respect to any asset, such asset's adjusted basis for federal income tax purposes, except that (a) if any asset is contributed to the Company the initial Book Value of such asset shall equal its gross fair market value as of the date of contribution as reasonably agreed by the contributing Member and the Manager, and (b) the Book Values of all Company assets may be adjusted to equal their respective gross fair market values, as reasonably determined by the Manager, upon the occurrence of (i) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution, (ii) the distribution by the Company to a Member of more than a de minimis amount of property or money as consideration for an interest in the Company, and (iii) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g), excluding any liquidation in connection with a termination of the Company pursuant to Section 708 of the Code; provided, however, that any adjustment pursuant to subsections b(i) or b(ii) above shall be made only if the Manager reasonably determines that such adjustment is necessary or appropriate to reflect the relative interests of the Partners in the Company. The Book Value of all assets shall thereafter be adjusted by depreciation as provided in Regulations Section 1.704-1(b)(2)(iv)(g).

"Business Day" means Monday through Friday of each week, except that a legal holiday recognized as such by the Government of the United States or the State of California shall not be regarded as a Business Day.

"Capital Account" means a separate account established and maintained on the books of the Company for each Member pursuant to Section 2.1 of this Agreement.

"Capital Contribution" means the cash contributions made or to be made by any Member to the Company and the fair market value of any property (other than money) contributed or to be contributed by any Member to the Company, net of liabilities secured by such contributed property which the Company is considered to assume or take subject to pursuant to Section 752 of the Code.

"Code" means the Internal Revenue Code of 1986, as amended from time to time and any successor statute thereto. Any reference herein to a particular provision of the Code shall mean, where appropriate, the corresponding provision of any successor statute to such provision.

"Company" means CCIG Oakland Global, LLC.

"Dissolution Event" means one or more of the withdrawal, resignation, retirement, expulsion, Bankruptcy, or dissolution of any Member.

"Distributable Cash" means at the time of determination the amount of cash which the Manager deems available for distribution to the Members, taking into account all debts, liabilities, and obligations of the Company then due, working capital and other amounts which the Manager deem necessary or appropriate for the Company's business, and reserves in such amounts as the Manager deem necessary or appropriate. Distributable Cash shall not include any cash, the distribution of which (a) would cause the Company to be insolvent or unable to pay its obligations as such obligations become due or are scheduled to be paid or (b) would otherwise be prohibited by applicable law.

"Economic Interest" means the right to receive distributions of the Company's assets and allocations of income, gain, loss, deduction, credit and similar items from the Company pursuant to this Agreement and the Act, but shall not include any other rights of a Member, including without limitation, the right to vote on or participate in the management of the Company, to receive notices of meetings of Members, to call meetings of Members, to inspect the book's and records of the Company, or to receive or inspect any other information concerning the business and affairs of the Company.

"Effective Date" has the meaning set forth in the Preamble.

"Funding Notice" means a written notice from the Manager, substantially in the form attached as Exhibit E, requesting each Member to fund or make Capital Contributions pursuant to ARTICLE III.

"Income" and "Loss" means, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined by the Company's accountants in accordance with Section 703(a), including all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1), subject to the following adjustments:

(i) Any income of the Company exempt from federal income tax and not otherwise taken into account in computing Income or Loss shall be added to such taxable Income or Loss.

(ii) Any expenditures of the Company described in Section 705(a)(2)(B) of the Code or treated as Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Income or Loss shall be subtracted from Income or Loss.

(iii) If the assets of the Company are revalued on the Company's books to reflect their fair market value in accordance with Regulations Section 1.704-1(b)(2)(iv)(f), the amount of the

resulting upward or downward adjustment (to the extent not previously taken into account) shall be taken into account for purposes of computing Income or Loss.

(iv) Gain or Loss resulting from the disposition of any Company asset with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of the asset disposed of, notwithstanding that the adjusted tax basis for that asset differs from its Book Value.

(v) In lieu of depreciation, amortization or other cost recovery deductions which may be taken into account for federal income tax purposes, there shall be taken into account depreciation for such fiscal year or other period determined in accordance with Regulations Section 1.704-1(b)(2)(iv)(g).

(vi) Notwithstanding any other provision of this definition, any items of income, gain, loss or deduction which are specially allocated pursuant to Section 4.4 shall not be taken into account in computing Income or Loss, but shall be separately allocated to the Partners in accordance with Section 4.4.

"Indemnatee" has the meaning set forth in Section 5.4.

"Indemnitor" has the meaning set forth in Section 5.4.

"Initial Capital Contribution" has the meaning set forth in Section 3.1.

"Losses" has the meaning set forth in Section 5.4.

"Majority-in-Interest" means 50.1% of the Percentage interest specific to the Voting Members.

"Manager" means the California Capital & Investment Group, Inc.

"Member" means each Person who has been admitted to the Company as a Member in accordance with the provisions of this Agreement, including Substitute Members, who have not become the subject of a Dissolution Event or ceased to be a Member in accordance with Article 6 or Article 8, or for any other reason.

"Member Minimum Gain" or "Membership Minimum Gain" means the "member nonrecourse debt minimum gain" as defined in Regulations Section 1.704-2(i)(2).

"Member Nonrecourse Debt" has the meaning ascribed to the term partner nonrecourse debt in Regulations Section 1.704-2(b)(4).

"Member Nonrecourse Deductions" has the meaning ascribed to such term partner nonrecourse deductions in Regulations Section 1.704-2(i)(2).

"Membership Interest" means a Member's entire interest in the Company including, without limitation, the Member's Economic Interest and the right to vote and participate in management of the Company, to call meetings of Members, to receive notices of meetings of Members, to inspect the books and records of the Company as may be permitted herein, and to receive information concerning the business and affairs of the Company.

"Nonrecourse Deductions" has the meaning ascribed to such term in Regulations Section 1.704-2(b)(1).

"Notice of Election to acquire" is defined in Section 6.3.4.

"Notice of Offer" is defined in Section 6.3.3.

"Offered Interest" means all or any part of a Member's interest in this Company which is proposed to be transferred by such Member.

— "Offeree Member" has the meaning set forth in Section 6.3.2.

"Percentage Interest" means the percentage for each Member determined in accordance with Exhibit C attached, as adjusted pursuant to this Agreement.

"Percentage Share" means the percentage for each Member determined in accordance with Exhibit C attached, as adjusted pursuant to this Agreement.

"permitted transferee" has the meaning set forth in Section 6.4.

"Person" means any individual, general partnership, limited partnership, limited liability company, corporation, trust, estate, association or other entity.

"Preferred Return" means, with respect to each Member, the payment to such Member of an annual return on the amount of such Member's Unreturned Capital from time to time outstanding equal to ten per cent (10%) per year—said interest does not compound and shall be calculated as simple interest. The Preferred Return shall not accrue or carry over to a future year in the event OG, LLC is unable to pay the Preferred Return.

"Regulations" means the regulations at the time of determination which have been issued by the U.S. Department of Treasury pursuant to its authority under the Code and which are enforced as final or temporary regulations.

"Sales Offer" is defined in Section 6.3.2.

"Selling Member" has the meaning set forth in Section 6.3.2.

"Specified Donee" is defined in Section 6.2.2.

"Substitute Member" has the meaning set forth in Section 6.4.

"Unreturned Capital" shall mean with respect to each Member, the aggregate amount of all Contributions made by such Member reduced by the aggregate of all distributions received by such Member under Section 4.1(b).

"Voting Members" has the meaning set forth in Section 5.2.

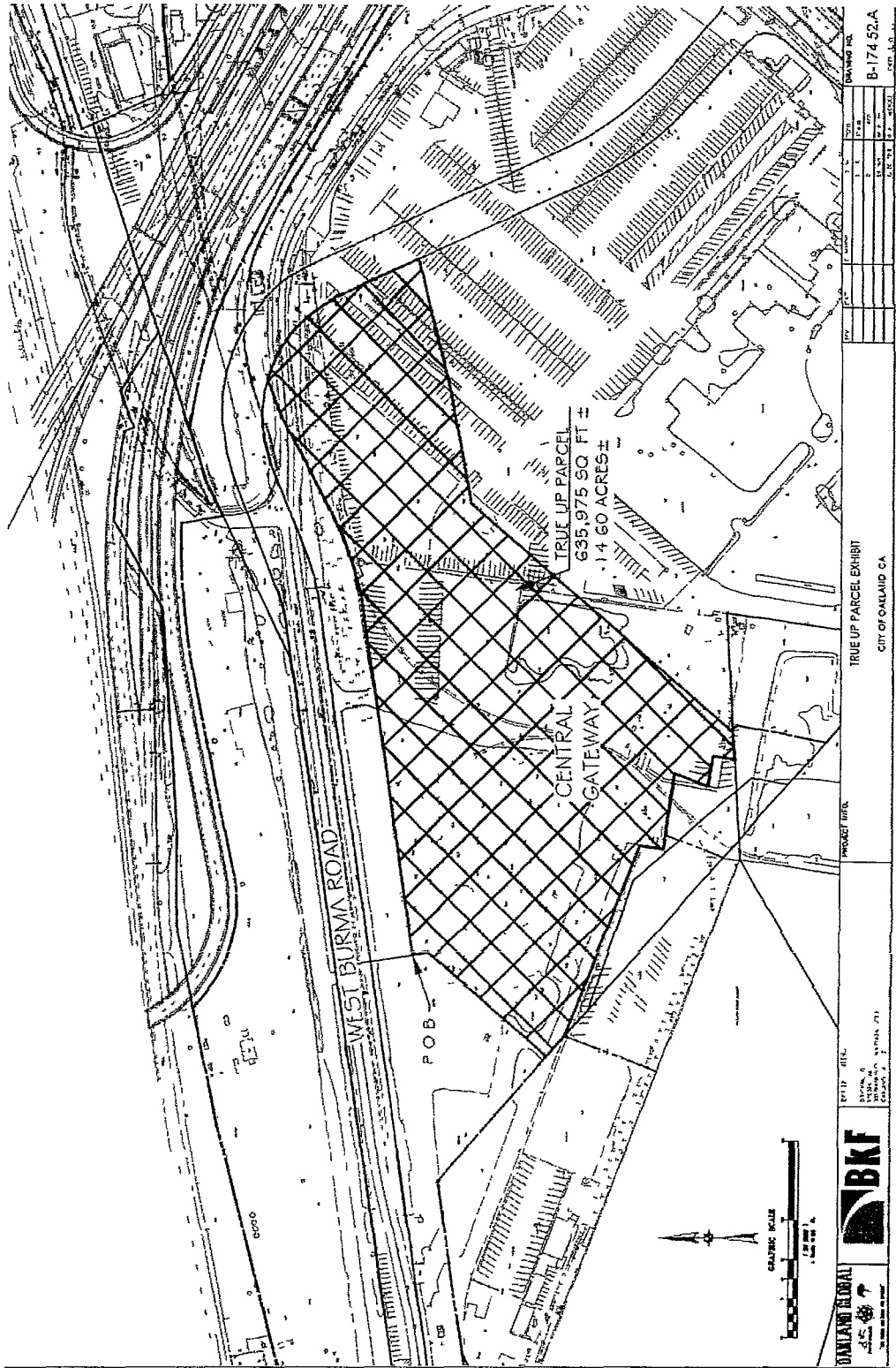
## **EXHIBIT B**

### **LEGAL DESCRIPTION OF PROPERTY**

A portion of land known as MH-1 located up the former the Oakland Army Base, Oakland, California.

EXHIBIT B.1.

PARCEL MAP





**EXHIBIT C**  
**MEMBERS & CAPITAL CONTRIBUTIONS**

Capital Required per Share = [REDACTED]

| Member's Name  | Member's Percent Interest | Shares     | Total Capital Contribution | Outstanding Committed Capital |
|--|---------------------------|------------|----------------------------|-------------------------------|
| <b>Managing Member</b>                                   |                           |            |                            |                               |
| CCIG   | [REDACTED]                | [REDACTED] | [REDACTED]                 | [REDACTED]                    |
| <b>Voting Members</b>                                    |                           |            |                            |                               |
| Damian Fink  | [REDACTED]                | [REDACTED] | [REDACTED]                 | [REDACTED]                    |
| Len Epstein  | [REDACTED]                | [REDACTED] | [REDACTED]                 | [REDACTED]                    |
| Mark McClure   | [REDACTED]                | [REDACTED] | [REDACTED]                 | [REDACTED]                    |
| Phil Tagami  | [REDACTED]                | [REDACTED] | [REDACTED]                 | [REDACTED]                    |
| <b>Non-Voting Members</b>                                |                           |            |                            |                               |
| Aaron Goodwin  | [REDACTED]                | [REDACTED] | [REDACTED]                 | [REDACTED]                    |
| Anker Family Trust                                       | [REDACTED]                | [REDACTED] | [REDACTED]                 | [REDACTED]                    |
| Bay Alarm Securities                                     | [REDACTED]                | [REDACTED] | [REDACTED]                 | [REDACTED]                    |
| Charles Hewett   | [REDACTED]                | [REDACTED] | [REDACTED]                 | [REDACTED]                    |
| Cheryl Turow Special needs Trust (HERB FEINSTEIN)        | [REDACTED]                | [REDACTED] | [REDACTED]                 | [REDACTED]                    |
| Chris & Eileen Kwei                                      | [REDACTED]                | [REDACTED] | [REDACTED]                 | [REDACTED]                    |
| Isra Levinsky Revocable Trust                            | [REDACTED]                | [REDACTED] | [REDACTED]                 | [REDACTED]                    |
| Dreisbach Family Trust                                   | [REDACTED]                | [REDACTED] | [REDACTED]                 | [REDACTED]                    |
| Fran Miller  | [REDACTED]                | [REDACTED] | [REDACTED]                 | [REDACTED]                    |
| Frank A. Tucker  | [REDACTED]                | [REDACTED] | [REDACTED]                 | [REDACTED]                    |
| The Gross-Morrison Trust                                 | [REDACTED]                | [REDACTED] | [REDACTED]                 | [REDACTED]                    |
| Hayes Raffle & Rachel Cleary                             | [REDACTED]                | [REDACTED] | [REDACTED]                 | [REDACTED]                    |
| Jeff Maruyama  | [REDACTED]                | [REDACTED] | [REDACTED]                 | [REDACTED]                    |
| Kevin & Christone Chessen Revocable Trust                | [REDACTED]                | [REDACTED] | [REDACTED]                 | [REDACTED]                    |
| Laurie Cooperman   | [REDACTED]                | [REDACTED] | [REDACTED]                 | [REDACTED]                    |
| Lowell B. Davis DDS MS Profit Sharing PL & TR U/A 1/1/89 | [REDACTED]                | [REDACTED] | [REDACTED]                 | [REDACTED]                    |
| Marks Family Trust                                       | [REDACTED]                | [REDACTED] | [REDACTED]                 | [REDACTED]                    |
| Michael Folb   | [REDACTED]                | [REDACTED] | [REDACTED]                 | [REDACTED]                    |
| Nancy & Andrew Wallach Family Trust                      | [REDACTED]                | [REDACTED] | [REDACTED]                 | [REDACTED]                    |
| Odette Pollar  | [REDACTED]                | [REDACTED] | [REDACTED]                 | [REDACTED]                    |
| Martin Kaufman   | [REDACTED]                | [REDACTED] | [REDACTED]                 | [REDACTED]                    |

|  |  |  |  |  |  |
|--|--|--|--|--|--|
| Ozumo Restaurant Ventures, LLC                   |  |  |  |  |  |
| The Raffle Trust                                 |  |  |  |  |  |
| Rameshchandra C & Indira R.Patel Revocable Trust |  |  |  |  |  |
| Randall T. Hayashi, DDS                          |  |  |  |  |  |
| Rendel Living Trust                              |  |  |  |  |  |
| Ron Codron                                       |  |  |  |  |  |
| Samuel Jacobs Living Trust                       |  |  |  |  |  |
| Holly McClure                                    |  |  |  |  |  |
| <b>TOTAL</b>                                     |  |  |  |  |  |

## EXHIBIT D

## ARTICLES OF ORGANIZATION

201119510060



|  |   |   |                 |              |                 |                                  |         |    |       |
|--|---|---|-----------------|--------------|-----------------|----------------------------------|---------|----|-------|
|  <p><b>State of California</b><br/><b>Secretary of State</b></p> <p><b>Limited Liability Company</b><br/><b>Articles of Organization</b></p> <p>A \$70.00 filing fee must accompany this form.</p> <p><b>Important - Read Instructions before completing this form.</b></p>   | <div style="border: 1px solid black; padding: 2px; display: inline-block;">LLC-1</div> File # _____ <div style="text-align: center; margin-top: 20px;"> <b>ENDORSED - FILED</b><br/>             In the office of the Secretary of State<br/>             of the State of California<br/> <b>JUL 13 2011</b> </div> <p style="text-align: center; font-size: small;">This Space For Filing Use Only</p> |   |                 |              |                 |                                  |         |    |       |
| <b>Entity Name</b> (End the name with the words "Limited Liability Company," or the abbreviations "LLC" or "L.L.C." The words "Limited" and "Company" may be abbreviated to "Ltd." and "Co.," respectively.)   |   |   |                 |              |                 |                                  |         |    |       |
| <b>1. NAME OF LIMITED LIABILITY COMPANY</b><br>CCIG Oakland Global, LLC  |   |   |                 |              |                 |                                  |         |    |       |
| <b>Purpose</b> (The following statement is required by statute and should not be altered.)   |   |   |                 |              |                 |                                  |         |    |       |
| <b>2. THE PURPOSE OF THE LIMITED LIABILITY COMPANY IS TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE BEVERLY-KILLEA LIMITED LIABILITY COMPANY ACT.</b>   |   |   |                 |              |                 |                                  |         |    |       |
| <b>Initial Agent for Service of Process</b> (If the agent is an individual, the agent must reside in California and both items 3 and 4 must be completed. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and item 3 must be completed (leave item 4 blank).)  |   |   |                 |              |                 |                                  |         |    |       |
| <b>3. NAME OF INITIAL AGENT FOR SERVICE OF PROCESS</b><br>Dantian Fink   |   |   |                 |              |                 |                                  |         |    |       |
| <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;"><b>4. IF AN INDIVIDUAL, ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA</b></td> <td style="width: 10%; text-align: center;"><b>CITY</b></td> <td style="width: 10%; text-align: center;"><b>STATE</b></td> <td style="width: 20%; text-align: center;"><b>ZIP CODE</b></td> </tr> <tr> <td>300 Frank Ogawa Plaza, Suite 340</td> <td style="text-align: center;">Oakland</td> <td style="text-align: center;">CA</td> <td style="text-align: center;">94612</td> </tr> </table> |   | <b>4. IF AN INDIVIDUAL, ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA</b> | <b>CITY</b>     | <b>STATE</b> | <b>ZIP CODE</b> | 300 Frank Ogawa Plaza, Suite 340 | Oakland | CA | 94612 |
| <b>4. IF AN INDIVIDUAL, ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA</b>  | <b>CITY</b>   | <b>STATE</b>  | <b>ZIP CODE</b> |              |                 |                                  |         |    |       |
| 300 Frank Ogawa Plaza, Suite 340   | Oakland   | CA  | 94612           |              |                 |                                  |         |    |       |
| <b>Management</b> (Check only one)   |   |   |                 |              |                 |                                  |         |    |       |
| <b>5. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY:</b><br><input type="checkbox"/> ONE MANAGER<br><input type="checkbox"/> MORE THAN ONE MANAGER<br><input checked="" type="checkbox"/> ALL LIMITED LIABILITY COMPANY MEMBER(S)   |   |   |                 |              |                 |                                  |         |    |       |
| <b>Additional Information</b>  |   |   |                 |              |                 |                                  |         |    |       |
| <b>6. ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE.</b>  |   |   |                 |              |                 |                                  |         |    |       |
| <b>Execution</b>   |   |   |                 |              |                 |                                  |         |    |       |
| <b>7. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.</b>  |   |   |                 |              |                 |                                  |         |    |       |
| July 1, 2011<br>DATE   | <br>SIGNATURE OF ORGANIZER<br>MARC STICE<br>TYPE OR PRINT NAME OF ORGANIZER  |   |                 |              |                 |                                  |         |    |       |
| LLC-1 (REV 04/2010) <span style="float: right;">APPROVED BY SECRETARY OF STATE</span>  |   |   |                 |              |                 |                                  |         |    |       |

EXHIBIT E

Form of Funding Notice

\$ \_\_\_\_\_

Re: Funding of Capital to \_\_\_\_\_

To Whom It May Concern:

Reference is hereby made to the Limited Liability Company Agreement of \_\_\_\_\_ LLC, dated as of \_\_\_\_\_, 2015 (the "Operating Agreement"). Capitalized terms not otherwise defined shall have the meaning ascribed to them in the Operating Agreement.

Pursuant to Section [ ] of the Operating Agreement, you are advised, as a Member of the Company, that the Manager has determined that Contributions are necessary to fund [specify reason] in the aggregate amount of \$\_\_\_\_\_.

Each Member is hereby requested to contribute, in the form of cash or cash equivalents, its share (as set forth below) of the funds needed to fund the costs described above within [insert appropriate time period which shall not be less than as set forth in ARTICLE III] of the date of this notice.

Member      \_\_%      \$\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

Schedule 3

LLC- 1



# State of California

## Secretary of State

LLC-1

File # \_\_\_\_\_

### Limited Liability Company

### Articles of Organization

**ENDORSED - FILED**  
In the office of the Secretary of State  
of the State of California

JUL 13 2011

A \$70.00 filing fee must accompany this form.

Important – Read instructions before completing this form.

This Space For Filing Use Only

**Entity Name** (End the name with the words "Limited Liability Company," or the abbreviations "LLC" or "L L C " The words "Limited" and "Company" may be abbreviated to "Ltd " and "Co ," respectively )

1 NAME OF LIMITED LIABILITY COMPANY

CCIG Oakland Global, LLC

**Purpose** (The following statement is required by statute and should not be altered )

2 THE PURPOSE OF THE LIMITED LIABILITY COMPANY IS TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE BEVERLY-KILLEA LIMITED LIABILITY COMPANY ACT

**Initial Agent for Service of Process** (If the agent is an individual the agent must reside in California and both Items 3 and 4 must be completed. If the agent is a corporation the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 3 must be completed (leave Item 4 blank)

3 NAME OF INITIAL AGENT FOR SERVICE OF PROCESS

Damian Fink

4 IF AN INDIVIDUAL, ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA CITY STATE ZIP CODE

300 Frank Ogawa Plaza, Suite 340

Oakland CA 94612

**Management** (Check only one)

5 THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY



ONE MANAGER



MORE THAN ONE MANAGER



ALL LIMITED LIABILITY COMPANY MEMBER(S)

**Additional Information**

6 ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES IF ANY IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE

**Execution**

7 I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT WHICH EXECUTION IS MY ACT AND DEED

July 1, 2011

DATE

SIGNATURE OF ORGANIZER

MARC STICE

TYPE OR PRINT NAME OF ORGANIZER



I hereby certify that the foregoing  
transcript of 1 page(s)  
is a full, true and correct copy of the  
original record in the custody of the  
California Secretary of State's office.

JUL 14 2011

Date: \_\_\_\_\_

*Debra Bowen*

DEBRA BOWEN, Secretary of State

Schedule 4

Oakland Business License  
CCIG Oakland Global, LLC



THIS DOCUMENT HAS A "VERIFY FIRST" TRUE WATERMARK AND VISIBLE FIBERS DISCERNIBLE FROM BOTH SIDES

**CITY OF OAKLAND  
BUSINESS TAX CERTIFICATE**

**ACCOUNT  
NUMBER**

28028235

The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 85.04.190A, of the O M C you are allowed a renewal grace period until March 1st the following year.

CCIG OAKLAND GLOBAL LLC

EXPIRATION DATE

12/31/2015

BUSINESS LOCATION 300 FRANK H OGAWA PLZ STE 340  
OAKLAND, CA 94612-2046

BUSINESS TYPE E Business/Personal Services



NAME CCIG OAKLAND GLOBAL LLC  
MAILING ADDRESS 300 FRANK H OGAWA PLZ STE 340  
OAKLAND, CA, 94612-2046



THIS DOCUMENT IS ALTERATION PROTECTED AND REFLECTS FLUORESCENT FIBERS UNDER UV LIGHT

## Schedule 5

### Unanimous Written Consents

**ACTION BY UNANIMOUS WRITTEN CONSENT  
OF THE MEMBERS OF OAKLAND BULK AND OVERSIZED TERMINAL, LLC  
a California limited liability company**

Pursuant to the provisions of the Operating Agreement of Oakland Bulk and Oversized Terminal, LLC (the "Company"), the undersigned constitutes the sole Member of the Company and has the authority to direct the Company with respect to the matters set forth herein and, pursuant to such authority, hereby consent to the following resolution effective October \_\_\_\_, 2015:

**PARTIAL ASSIGNMENT AND ASSUMPTION (MH-1 LEASE AREA) OF THE LEASE  
DISPOSITION AND DEVELOPMENT AGREEMENT**

**WHEREAS**, the Company has been presented with Prologis CCIG Oakland Global, LLC's proposed assignment of its rights, title, interest and obligations with respect to the MH-1 Lease Area under that certain Lease Disposition and Development Agreement, dated October 24, 2012, as amended (the "MH-1 Rights and Obligations") to CCIG Oakland Global, LLC; and

**WHEREAS**, after consideration, the sole Member has determined that it is in the best interest of the Company to consent to such assignment of the MH-1 Rights and Obligations pursuant to the form of partial assignment attached hereto as Exhibit A (the "Partial Assignment"); it is therefore

**RESOLVED**, that the sole Member hereby approves the Company's execution and delivery of the Partial Assignment and any one of the following individuals are authorized to execute the Partial Assignment on behalf of the Company:

Phil Tagami; or  
Mark McClure.

**California Capital & Investment Group, Inc.,  
a California corporation**

By: \_\_\_\_\_  
Name: Phillip H. Tagami  
Its: CEO

Exhibit A  
Form of Partial Assignment

[See attached]

**ACTION BY UNANIMOUS WRITTEN CONSENT  
OF THE MEMBERS OF PROLOGIS CCIG OAKLAND GLOBAL, LLC  
A Delaware limited liability company**

Pursuant to the provisions of the Amended and Restated Limited Liability Company Agreement (the "LLC Agreement") of Prologis CCIG Oakland Global, LLC (the "Company"), the undersigned constitute all of the Members of the Company and have the authority to direct the Company with respect to the matters set forth herein and, pursuant to such authority, hereby consent to the following resolution effective October \_\_, 2015:

**PARTIAL ASSIGNMENT AND ASSUMPTION (MH-1 LEASE AREA) OF THE LEASE  
DISPOSITION AND DEVELOPMENT AGREEMENT**

**WHEREAS**, the Company is a party to that certain Lease Disposition and Development Agreement dated October 24, 2012, as amended (the "LDDA"), for that certain property known as the former Oakland Army Base;

**WHEREAS**, the Company desires to assign and delegate its rights, title, interest and obligations with respect to the MH-1 Lease Area under the LDDA (the "MH-1 Rights and Obligations") to CCIG Oakland Global, LLC ("Assignee");

**WHEREAS**, after consideration, the Members have determined that it is in the best interest of the Company to assign and delegate the MH-1 Rights and Obligations to Assignee pursuant to the form of partial assignment attached hereto as Exhibit A (the "Partial Assignment"); it is therefore

**RESOLVED**, that the Members hereby approve the Company's execution and delivery of the Partial Assignment and any one of the following individuals are authorized to execute the Partial Assignment on behalf of the Company:

Mark Hansen;  
Jeff Major;  
Phil Tagami; or  
Mark McClure

ProLogis-Mesquite LLC

CCIG Oakland Global, LLC

By: Prologis,  
a Maryland real estate investment trust,  
its sole member

By: \_\_\_\_\_  
Jeff Major  
Vice President

By: Mark McClure  
Authorized Signatory

Exhibit A  
Form of Partial Assignment

[See attached]

**ACTION BY UNANIMOUS WRITTEN CONSENT  
OF THE MANAGER OF CCIG OAKLAND GLOBAL, LLC  
a California limited liability company**

Pursuant to the provisions of the Amended & Restated Operating Agreement of CCIG Oakland Global, LLC (the "Company"), the undersigned is the Manager of the Company and has the authority to direct the Company with respect to the matters set forth herein and, pursuant to such authority, hereby consents to the following resolution effective October \_\_, 2015:

**PARTIAL ASSIGNMENT AND ASSUMPTION (MH-1 LEASE AREA) OF THE LEASE  
DISPOSITION AND DEVELOPMENT AGREEMENT**

**WHEREAS**, the Company has been provided an opportunity to accept and assume Prologis CCIG Oakland Global, LLC's rights, title, interest and obligations with respect to the MH-1 Lease Area under that certain Lease Disposition and Development Agreement, dated October 24, 2012, as amended (the "MH-1 Rights and Obligations"); and

**WHEREAS**, after consideration, the Manager has determined that it is in the best interest of the Company to acquire the MH-1 Rights and Obligations pursuant to the form of partial assignment attached hereto as Exhibit A (the "Partial Assignment"); it is therefore

**RESOLVED**, that the Manager hereby approves the Company's execution and delivery of the Partial Assignment and any one of the following individuals are authorized to execute the Partial Assignment on behalf of the Company:

Phil Tagami; or  
Mark McClure.

**California Capital & Investment Group, Inc.,  
a California corporation**

By: \_\_\_\_\_  
Name: Phillip H. Tagami  
Its: CEO

Exhibit A  
Form of Partial Assignment

[See attached]