

ALAMEDA COUNTY BOARD OF SUPERVISORS MINUTE ORDER

The following action was taken by the Alameda County Board of Supervisors on 12/23/2019

Approved as Recommended ☒

Other ☐

Unanimous ☒ Chan: ☐ Haggerty: ☐ Miley: ☐ Valle: ☐ Carson: ☐ - ☐ 5

Vote Key: N=No; A=Abstain; X=Excused

Documents accompanying this matter:

Resolution: R-2019-497

Contract: C-2019-195

Documents to be signed by Agency/Purchasing Agent:

File No. 30396

Item No. 1

Copies sent to:

Andrea Weddle & Marites Ward

Special Notes:



I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:

Clerk of the Board
Board of Supervisors

By: _____

Deputy

COUNTY ADMINISTRATOR



SUSAN S. MURANISHI
COUNTY ADMINISTRATOR

December 16, 2019

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

Dear Board Members:

SUBJECT: APPROVE THE DISPOSITION AGREEMENT BETWEEN THE COUNTY OF ALAMEDA AND COLISEUM WAY PARTNERS LLC (CWP) TO SELL THE COUNTY'S UNDIVIDED HALF INTEREST IN THE OAKLAND-ALAMEDA COUNTY COLISEUM COMPLEX

Dear Board Members:

RECOMMENDATIONS:

- A) Hold a Public Hearing pursuant to Government Code Section 52201
- B) Adopt a Resolution:
 - 1. Making Findings of economic opportunity pursuant to Government Code Section 52201;
 - 2. Approving the disposition Agreement between the County of Alameda and the Coliseum Way Partners LLC (CWP) to sell the County's undivided half interest in the Oakland Alameda County Coliseum Complex; and
- C) Authorize the President of the Board to sign the Agreement.

DISCUSSION/SUMMARY:

The Oakland Alameda County Coliseum Complex consists of the land and improvement known as the Oakland-Alameda County Coliseum, Arena, and adjacent parking lots. The Complex located at 7000 Coliseum Way (APN:041-3901-008-00 and 041-3901-009-00) (the "Complex") does not include the property commonly identified as the Malibu Lot (8000 South Coliseum Way, APN: 042-4328-001-24). The Complex is currently owned jointly by the City of Oakland ("City") and the County of Alameda ("County") as tenants in common, and operated by the Oakland Alameda County Coliseum Authority ("JPA"), a joint powers agency established by the City and the County to finance improvements to the Complex and to manage the Complex on behalf of the City and the County. There is no written tenancy in common agreement between the City and the County governing their respective rights as co-owners of the Complex. The Complex is currently burdened by two bond indentures ("Bonds"), and license agreements with the Oakland Athletics, Oakland Raiders, Golden State Warriors (recently relocated), and Outfront Media ("Leases"). There is also a facilities management agreement among the JPA, the City, the County and AEG Facilities ("Management Agreement").

It is the understanding of the parties that the Bonds cannot be defeased without the City's approval. The City's interest in the defeasance of the Bonds is unknown. However, CWP and the County wish to enter into an Agreement independent of the City's current stance on the status of the Bonds. Since 1964 the County of Alameda and the City of Oakland have jointly owned and operated the Oakland Alameda County Complex to host three major professional sports teams (the NFL Oakland Raiders; the MLB Oakland Athletics; and the NBA Golden State Warriors) as well as other sports and entertainment events over the years. Most recently the Golden State Warriors moved to a new facility in San Francisco and the Oakland Raiders are scheduled to move to Las Vegas for the 2020 season. The Oakland Athletics are the only remaining team onsite and are making plans to build a new ballpark at Howard Terminal nearer to downtown Oakland by the time their current lease expires in 2024 or soon thereafter.

The County and City are jointly responsible for the bond debts and other operating losses suffered by the JPA in hosting these sports tenants. Over the years the County and City made payments to the JPA to pay bond debt service and covered the JPA losses totaling millions of dollars. Since about 2015 the County has been attempting to divest itself from these expenses and get out of the sports business altogether by offering to sell its half interest to the City. Multiple meetings and discussions were held with the City until early 2019 when further discussions were ended by the City. In late fall of 2018, the Oakland Athletics presented the County an unsolicited offer to buy the County's share for the cost of the remaining balance of the bond debt. This followed the City entering an Exclusive Negotiating Agreement with the Athletics. On April 23, 2019 the County and the Athletics entered into a non-binding term sheet to begin discussions for a disposition agreement to sell the County's 50% interest to the Athletics. CWP is an affiliate of the Athletics.

The property is not considered surplus since the original purpose for sports and entertainment will remain for the foreseeable future and the property is required for the lease revenue bond structure used to finance certain improvements at the Complex. The Athletics will continue to play through the 2024 season and potentially beyond until the new ballpark slated for construction at Howard Terminal is ready. The transfer of the County's interest will create an economic opportunity as defined by State law under Government Code Section 52201. The County retained Economic and Planning Systems Inc. ("EPS") to provide an independent economic and financial assessment of the proposed transaction to determine its consistency with the requirements of Government Code ("GC") Section 52201. EPS determined the land sale will result in greater than 15% increase in property taxes to all taxing entities when the property is reassessed for the sale price, thus meeting the definition of "economic opportunity" in GC Section 52202.2(b).

The County strongly supports affordable housing in all residential developments and recently sponsored a \$580 million general obligation bond passed by over 2/3 of the voters. Any future developments on the property will be governed by the requirements of the City which also has made a strong commitment to affordable housing. CWP and the Athletics have publicly expressed strong support for affordable housing in any future development of the Complex. This transaction demonstrates the County's strong desire to assure the Athletics remain in Oakland. With this divestment the County will be better able to focus on its core mission to provide safety net services in health care, public assistance, and public protection.

This sale will not prompt a change in use of the facility and no specific development plans for the property are proposed by CWP. The Complex will remain as a sports and entertainment complex as the Athletics' license will not expire until at least after the 2024 baseball season. Depending on the progress of the new ballpark the Athletics may extend their license agreement at the Complex beyond that time. The Arena will continue to be host to concerts, other entertainment programs and minor sports events. Although development for the site may be contemplated in the future, the scope of that development is speculative at this time and not within the control of the County. Any proposed development would be subject to the Coliseum Area Specific Plan adopted by the City in 2015. The City prepared and certified an Environmental Impact Report for the Coliseum Specific Plan. Depending upon the scope of any proposed development proposal, additional environmental review may be necessary but that cannot be determined at this time. For those reasons, the County has concluded that the Disposition Agreement itself is not subject to CEQA review since it can be determined with certainty that the Disposition Agreement and the actions contemplated therein will not result in a change of use of the Complex or a change in the physical environment. Community benefits requirements will be imposed by the City on any new developments contemplated in the future.

DISPOSITION OF COUNTY'S INTEREST IN THE COMPLEX

County is agreeing to sell and convey the County Interest to CWP, and CWP is agreeing to acquire and purchase the County Interest from the County within thirty (30) days after all of the conditions to closing have been met. These conditions include the defeasement, refunding or repayment of the Bonds so that the encumbrances related to the Bonds are removed from the Complex.

The Purchase Price for the County Interest is Eighty-Five Million Dollars (\$85,000,000), payable to the County in cash and in installments in accordance with the Schedule of Payments. The Purchase Price reflects a fair, equitable and current market price for the purchase of the County Interest pursuant to the terms of this Agreement. In addition to paying the purchase price, CWP will assume all of the County's share of the operating costs of the complex immediately upon CWP's commitment, which currently is approximately \$5 million per year.

Within five (5) business days of the Effective Date of the Disposition Agreement, CWP shall deposit with the Escrow Holder the sum of Five Million Dollars (\$5,000,000) as security for the performance of CWP's obligations under the Agreement. The deposit will remain in escrow during the due diligence period of 190 days. During the due diligence period, CWP will conduct certain investigations of the property. Additionally, the County and CWP will obtain a report addressing certain issues related to the Bonds. If the report on the Bonds indicates that the purchase of the Complex by CWP could cause the Bonds to become taxable, the County may terminate this Agreement and One Million Dollars (\$1,000,000) of the Deposit will be released to the County. The remainder of the deposit will be released to CWP. Conversely, if CWP, prior to the expiration of the due diligence period decides to terminate the Agreement, \$1,000,000 of the deposit will be released to the County as liquidated damages. If CWP, after expiration of the Due Diligence Period, elects to proceed with the purchase of the County Interest, the Deposit shall be credited toward the first to come due payments of the Purchase Price.

SCHEDULE OF PAYMENTS

<i>Commitment Date</i>	<i>\$10 Million</i>
<i>January 31, 2021</i>	<i>\$10 Million</i>
<i>January 31, 2022</i>	<i>\$10 Million</i>
<i>January 31, 2023</i>	<i>\$10 Million</i>
<i>January 31, 2024</i>	<i>\$15 Million</i>
<i>February 7, 2025</i>	<i>\$15 Million</i>
<i>January 31, 2026</i>	<i>\$15 Million</i>

The expected Closing Date shall be within thirty (30) days of CWP's payment in full of the Purchase Price and the satisfaction of the other conditions at which time the County will cause a Quitclaim Deed, an Assignment, and a Bill of Sale to be executed, delivered and recorded, and the County Interest shall transfer to and fully vest in CWP.

During the Purchase Term, CWP will cooperate with the Athletics in the Athletics' efforts, subject to the rights and approval of Major League Baseball and its Commissioner of Baseball and the cooperation of the City, to have the Athletics remain in Oakland in a venue satisfactory to the Athletics and Major League Baseball. If the Athletics elect to relocate to a venue outside of Oakland during the Purchase Term, then all unpaid Annual Purchase Price Components shall become immediately due and payable to the County within one hundred eighty (180) days of the Athletics' announcement of their relocation out of Oakland.

During the Purchase Term, CWP may nominate individuals for the appointment of the two County-appointed non-elected members of the JPA Commission whenever a vacancy or other appointment opportunity arises, provided that the Board of Supervisors shall retain all discretion to make appointments to the JPA Commission.

FINANCING:

No financial adjustments to the 2019-2020 budget are required as a result of this action. Any financial adjustments in future years will be funded from the proceeds of the sale of the Coliseum Complex.

Sincerely yours,



Susan S. Muranishi
County Administrator

cc: Auditor-Controller
County Counsel

RESOLUTION NO. R-2019-497

RESOLUTION OF THE COUNTY OF ALAMEDA MAKING FINDINGS OF ECONOMIC OPPORTUNITY PURSUANT TO GOVERNMENT CODE SECTION 52201 AND APPROVING A DISPOSITION AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS BETWEEN THE COUNTY OF ALAMEDA AND COLISEUM WAY PARTNERS LLC TO SELL THE COUNTY'S INTEREST IN THE OAKLAND ALAMEDA COUNTY COLISEUM COMPLEX

WHEREAS, the County owns an undivided one-half interest ("**County Interest**") in the Oakland-Alameda County Coliseum Complex ("**Complex**") as a tenant-in-common with the City of Oakland. The Complex includes the Oakland-Alameda County Coliseum ("**Coliseum**"), Oakland-Alameda County Arena (formerly known as Oracle Arena) ("**Arena**"), associated land and adjacent parking lots; and

WHEREAS, the County has determined that continued ownership of the County Interest in the Complex is not in the best interests of the County and that disposition of the County Interest will allow the County to focus on essential services benefiting the citizens of the County; and

WHEREAS, the County desires to divest itself of the County Interest in the Complex, and Coliseum Way Partners LLC ("**CWP**"), an affiliate of the Oakland Athletics, desires to acquire the County Interest, in accordance with and subject to the terms of that certain Disposition Agreement by and between the County and CWP ("**Disposition Agreement**"); and

WHEREAS, disposition of the County Interest to CWP is expected to create an economic opportunity by increasing the property tax revenue to all property tax collecting entities by at least 15% from the current property taxes collected for the Complex as well as the property taxes collected from the property upon which the Complex is located prior to the acquisition of the property by the City of Oakland and the County and as such the County has complied with the procedures for noticing, hearing, documentation, and findings with reference to Government Code Section 52201; and

WHEREAS, pursuant to Government Code Section 52201, the County has prepared a report (the "**Report**") regarding the sale and lease of the Property, the notice and availability for inspection of which was given to the public in the manner prescribed by law; and

WHEREAS, the Board of Supervisors has conducted a duly noticed public hearing on the Disposition Agreement in accordance with Government Code Section 52201(a)(1), for the purpose of receiving public input and comments on the Disposition Agreement and the Report and the transactions described therein; and

WHEREAS, the Board of Supervisors finds that the economic interests of the County's residents and the public health, safety and welfare will be best served by entering into the Disposition Agreement; and

WHEREAS, the use of the Complex will not change as a result of the sale of the County's Interest in the Complex so pursuant to the California Environmental Quality Act ("**CEQA**") and its implementing regulations including CEQA Guidelines Section 15301 and the

The foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Alameda, on the 23rd day of December 2019 by the following vote:

AYES: Supervisors Carson, Chan, Haggerty, Miley & President Valle

NOES: None

EXCUSED: None

ABSTAINED: None



RICHARD VALLE, BOARD PRESIDENT

APPROVED AS TO FORM:

DONNA R. ZIEGLER, COUNTY COUNSEL

By: 

Andrea L. Weddle
Chief Assistant County Counsel

ATTEST:

ANIKA CAMPBELL-BELTON,
CLERK OF THE BOARD

By: 

Deputy

TECHNICAL MEMORANDUM

To: Alameda County Board of Supervisors
From: Jason Moody and Jim Musbach, EPS
Subject: Government Code Section 52201 Findings Supporting the Sale of Alameda County's Ownership Share in the Oakland Coliseum Site; EPS #191128
Date: December 12, 2019

The Economics of Land Use



This memorandum provides analysis required under Government Code (GC) Section 52201 for the sale of publicly owned land. Alameda County has retained Economic & Planning Systems (EPS) to prepare this analysis in conjunction with the potential sale of its ownership share of the Oakland-Alameda County Coliseum site to the Coliseum Way Partners ("CWP"), an affiliate of the Oakland Athletics, a professional baseball team and current tenant (the "Athletics").

The 121.3-acre Coliseum site is located along I-880, near the Coliseum BART station and Oakland International Airport, in a largely industrial area. It currently consists of two improved parcels, one encompassing the Oakland-Alameda County Coliseum ("Coliseum") and the other the Oakland-Alameda County Arena ("Arena" and collectively with the Coliseum, the "Complex"), as well as non-exclusive easements covering parking and other common areas.

The County of Alameda and the City of Oakland have jointly owned the Coliseum Complex site as tenants in common since 1964, each holding an undivided one-half interest in the Complex. In April 2019, the County of Alameda Board of Supervisors approved a non-binding term sheet establishing a framework for the sale of the County's 50 percent interest in the Complex to CWP. The County has retained EPS to provide an independent economic and financial assessment of the proposed transaction to determine its consistency with the requirements of GC Section 52201.

Scope and Methodology

This memorandum addresses specific Government Code Section 52201 requirements including:

1. The cost of the agreement to the County, including land acquisition, clearance, relocation of any improvements provided by the County, and the expected interest on any loans or bonds to finance the agreements (52201.2B.i).
2. The estimated value of the property to be conveyed or leased, determined at the highest and best use permitted under the general plan or zoning (52201.2B.ii).

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3. The estimated value of the interest to be conveyed or leased, determined at the use and with the conditions, covenants, and development costs required by the sale or lease. The purchase price or present value of the lease payments which the lessor will be required to make during the term of the lease. If the sale price or total rental amount is less than the fair market value of the interest to be conveyed or leased, determined at the highest and best use, then the County shall provide as part of the summary and explanation of the reasons for the difference (52201.2B.iii).
4. An explanation of why the sale or lease of the property will assist in the creation of economic opportunity, with reference to all supporting facts and materials relied upon in marking this explanation (52201.2B.iv). As defined in 52200.2, "economic opportunity" can include a number of demonstrated outcomes, including the creation of jobs, increased property taxes, creation of affordable housing, among others.

The Oakland Athletics have expressed their intent to revitalize the Coliseum site with new housing (including affordable), office and retail development, community gathering space, and other land uses. While these activities are expected to generate a significant number of new jobs, there is significant uncertainty related to the timing and nature of this development. Additionally, the County is selling its interest in the Complex "as is" and the County does not have any land use authority over the property. The Complex is also encumbered with certain licenses and agreements as well as bond debt that may not be fully released until 2026. Under the terms of the Disposition Agreement, CWP cannot acquire the County's interest in the Complex until the bonds are defeased, refunded or repaid which is not likely to occur until 2026.

For all of these reasons it would be too speculative to consider a development scenario for the property at this time. Consequently, EPS has focused its "economic opportunity" assessment on the likely change in property tax revenue resulting from the County's sale of its ownership share. In this regard, GC Section 52200.2(b) defines the following threshold:

"Development agreements, loan agreements, sale agreements, lease agreements, or other agreements that increase property tax revenues to all property tax collecting entities, in which the legislative body finds that the agreement will result in an increase of at least 15 percent of total property tax resulting from the project at full implementation when compared to the year prior to the property being acquired by the government entity."

EPS has reviewed a number of background documents as part of this analysis and related information provided by the County. These documents and information include, without limitation:

- Appraisal reports related to the subject property
- Various documents and records from the County of Alameda Office of Assessor
- The City of Oakland's Coliseum Area Specific Plan
- Legal filings related to the proposed transaction
- Information on the proposed terms and conditions of the proposed transaction.

EPS has also relied on its professional judgement and experience with similar projects and calculations. Key assumptions and data sources are referenced throughout the document, as appropriate and further detailed in the Appendix. Actual financial outcomes may differ from those estimated herein due to variety of factors that cannot be predicted with certainty, including without limitation, business cycle trends, local land use policy decisions, assessor office practices, among others.

Summary of Findings

- 1. Other than prior site acquisition and general overhead and transaction expenses, the County of Alameda is not expected to incur any significant costs from the sale of its ownership share in the Coliseum site under the proposed deal structure with the CWP.** The County of Alameda and the City of Oakland acquired the Coliseum site in 1964 for \$1 million as co-equal owners (each contributing \$500,000). Under the proposed terms of sale, CWP would purchase the County's interest for \$85 million and assume responsibility on a going forward basis for all County obligations and liabilities associated with the Complex, other than existing debt service payments on outstanding bonds, but including the County's share of the annual operational expenses. However, as this debt is a pre-existing obligation, it is not considered a cost of the proposed transaction. Consequently, the only real cost to the County from the proposed sale to CWP are one-time legal and administrative expenses and payment of the Documentary Transfer Taxes for the transfer which are estimated to be \$2,125,000 to the City of Oakland. Additionally, the County will be relieved of any on-going subsidies required to operate the complex (exclusive of outstanding debt payments).
- 2. Based on a 2016 third-party appraisal, the value of a 50 percent ownership share in the Coliseum site based on its "highest and best" use (and consistent with the Coliseum Specific Plan), is estimated at about \$82.2 million after accounting for inflation, less than the proposed sale price of \$85 million.** This value was based on a September 2016 appraisal by Cushman & Wakefield of \$148 million for the entire site after accounting for the cost of demolishing existing structures. According to the appraisal, this demolition would be needed to maximize land value since both the Coliseum and Arena do not represent the most economically viable uses. Other than the impact of generalized inflation, it is EPS's professional opinion that there have not been any material changes that would significantly affect the value reflected in this appraisal. Consequently, the proposed sale price for the County's 50 percent ownership share of the Coliseum site (\$85 million) does not appear to be less than the fair market value of the interest to be conveyed (estimated at about \$82.2 million in 2019 dollars based on a third-party appraisal).
- 3. Total property tax revenues are projected to increase by at least 85 percent as a result of the County's sale of its ownership stake of the Coliseum site at the proposed price, significantly exceeding the 15 percent threshold defined by GC Section 52200.2.** The property tax revenues generated by the Coliseum site will likely increase as a result of the transaction due to (1) an increase in assessed value and (2) elimination of property tax exemption currently claimed by the County. Because both the County of Alameda and the City of Oakland are tax exempt, historically any property tax generated from the Coliseum site has primarily resulted from the so-called "possessory interest" of private sector tenants (e.g., Athletics, Warriors, and Raiders). The projected 85 percent increase in property taxes represents a conservative estimate since it deducts existing possessory interest tax revenues which are likely to decline in the future due to the loss of the Raiders and Warriors. The actual change in property taxes will be based on the new assessed value as determined by the Alameda County Office of Assessor after CWP takes ownership of the County's interest in the Complex. Under the terms of the Disposition Agreement, this will occur when existing bond debt is defeased, refunded or repaid, most likely in 2026.

Government Section 52201 Documentation

An analysis of how the County's proposed sale of its ownership share in Coliseum Site relates to specific requirements of GC Section 52201 is described below.

Cost of the Agreement to the County

The County of Alameda and the City of Oakland acquired the Coliseum site from East Bay Municipal Utilities District in 1964 for \$1 million as co-equal owners (each contributing \$500,000). The City and County jointly manage the Complex through the Oakland-Alameda County Coliseum Authority ("Joint Powers Authority" or "JPA"), established in about 1996. Both parties share equally in the cost and revenues from operating/maintaining the land and facilities, including annual payments on bonds issued in 1996 (and re-funded in 2012 for the Coliseum and 2015 for the Arena) to finance improvements to both the Coliseum and Arena. The JPA 2019-20 Budget shows a joint City and County subsidy of \$21 million, or \$10.5 million each to fund the operations of the Complex. This annual subsidy assumes a payment of \$8.9 million by the Golden State Warriors for the Arena bond debt and \$4.48 million taken from fund balance or reserves.

Under the proposed terms of sale, CWP would purchase the County's interest for \$85 million and assume responsibility on a going forward basis for all County obligations and liabilities associated with the Complex upon expiration of the due diligence period and before the conveyance of the County Interest, other than the debt service payments on the bonds, but including the County's share of the annual operational expenses. In particular, the City and County will remain jointly and severally liable for the bond debt on both the Arena and Stadium (the debt payment obligation does not shift to CWP). However, as this debt is a pre-existing obligation, it is not considered a cost of the proposed transaction.

Consequently, the only real costs to the County from the proposed sale to CWP are one-time legal and administrative expenses and payment of the Documentary Transfer Taxes for the transfer. In particular, the County will pay the City of Oakland an estimated \$2,125,000 in Documentary Transfer Taxes¹. Additionally, the County will be relieved of any on-going subsidies required to operate the complex (exclusive of outstanding debt payments) commencing at the expiration of the due diligence period.

Highest and Best Use Value of the Site

The allowable land uses within the Coliseum site are governed by the City of Oakland's Coliseum Area Specific Plan, adopted in April 2015. In addition to large scale sports and entertainment venues, the Plan allows for a relatively intensive mix of commercial (e.g., retail and hotel), office and residential uses. The actual "highest and best" use(s) for the site consistent with this Plan will depend on a variety of market and financial considerations, many of which will likely evolve over time.

¹The transfer will also include an estimated \$93,500 payment associated with the County's Documentary Transfer Tax. However, this payment represents an inter-departmental transfer rather than a direct cost to the County from the transaction.

For the purposes of this analysis, EPS has relied on a third-party Appraisal Report on the site completed on September 30, 2016, by Cushman & Wakefield. As illustrated in **Table 1**, this appraisal estimated a "highest and best use" value of \$148 million for the entire site after accounting for the cost of demolishing existing structures. According to the Appraisal, this demolition would be needed to maximize land value since both the Coliseum and Arena do not represent the most economically viable uses. EPS has escalated this appraised value to 2019 dollars based on the Consumer Price Index for the West Region of the United States, resulting in a revised estimate of about \$164.3 million. The County of Alameda's 50 percent ownership share of this amount equates to approximately \$82.2 million.

Table 1 Summary of Cushman & Wakefield "Highest and Best Use" Appraisal

	Appraisal Scenario				Land Only -- "Highest & Best"
	Arena + Land	3 venues + land	Arena + Ballpark + Land	Arena + Stadium + Land	
Components					
Arena	\$19,400,000	\$19,400,000	\$19,400,000	\$19,400,000	\$0
Ballpark		-\$77,750,000	-\$77,750,000		
Stadium		-\$197,200,000		-\$197,200,000	
Land	<u>\$92,600,000</u>	<u>\$45,800,000</u>	<u>\$78,300,000</u>	<u>\$73,300,000</u>	<u>\$168,800,000</u>
Total	\$112,000,000	-\$209,750,000	\$19,950,000	-\$104,500,000	\$168,800,000
Demolition Costs					
Stadium	-\$10,000,000	-\$10,000,000	-\$10,000,000	-\$10,000,000	-\$10,000,000
Arena					-\$10,000,000
Net Appraised Value	\$102,000,000	-\$219,750,000	\$9,950,000	-\$114,500,000	\$148,800,000
Inflated to 2019\$ and Rounded¹	\$112,600,000	-\$242,600,000	\$11,000,000	-\$126,400,000	\$164,300,000

[1] inflated based on the Consumer Price Index (CPI) for all urban consumers in the West Region of the United States, from October 2016 to October 2019.

Source: Cushman & Wakefield September 30th, 2016 Coliseum Complex Appraisal Report.

Appraised values based on "highest and best use" do not always reflect economic value because of the wide variety of factors embodied in actual market transactions, including land speculation, the unique characteristics of individual sites (e.g., access, adjacencies, required infrastructure), the financial and negotiating position of various parties involved, planning and approval considerations, and other factors. Differences between appraised values and economic values can be especially pronounced in cases where development costs exceed the revenue generating potential of proposed uses under existing market conditions (i.e., when economic values are negative). This is often the case for projects that require substantial public subsidies to bridge funding gaps.

Existing Use or Reuse Value of the Site

Determining the real estate value of the Coliseum site “as is” (i.e., with current facilities and improvements) is complicated by the recent and soon to be anticipated loss of two out of three of the professional sports teams that have traditionally utilized the facility.² Additionally, publicly available data suggests that the Complex operated at a deficit even with all three professional sports teams using the facility and continues to operate at a deficit (i.e., cost of operating and maintaining the Complex exceeds rent and other revenues). While both operating costs and revenues are likely to decline absent the Warriors and Raiders franchises, EPS was unable to identify publicly available information sufficient to estimate the net financial impact of these events.

Given this uncertainty, EPS assumes that the proposed sale price to CWP provides the best indication of existing and/or reuse value. In particular, for the purposes of this analysis the proposed \$85 million sale price to CWP represents the fair market value for a 50 percent interest in the Coliseum site and improvements (this would equate to a total value of \$170 million). It is worth noting that this estimate exceeds the inflation-adjusted “highest and best use” estimate from the 2016 by Cushman & Wakefield appraisal. Consequently, the proposed purchase price does not appear to be less than the fair market value of the interest to be conveyed.

Economic Opportunity Assessment

As noted, CWP has indicated its intent to revitalize the Coliseum site with new housing, office and retail development, community gathering space, and other land uses. However, given uncertainty associated with the specifics or timing of their development plans and the fact that the County does not control land uses at the Site, EPS has focused its “economic opportunity” assessment on the likely change in property tax revenues from the County’s sale of its 50 percent ownership stake in the Coliseum Complex (land plus improvements) to CWP.

The property tax revenues generated by the Coliseum site will likely increase as a result of the transaction due to (1) an increase in assessed value and (2) elimination of property tax exemptions. Under Proposition 13, property is generally re-assessed at the sale price upon change of ownership with future property taxes calculated based on a new base year assessed value that is escalated annually at no more than 2 percent.³ Accordingly, execution of the sale of the County’s ownership share in the Coliseum site would likely trigger a re-assessment at or close to the sale price (proposed at \$85 million).

Because both the County of Alameda and the City of Oakland are tax exempt entities, historically any property tax generated from the Coliseum site has primarily resulted from “possessory interest” of private sector tenants (e.g., Athletics, Warriors, and Raiders). A possessory interest in publicly owned real estate exists when a person or entity (other than a public agency) has

²The 2018-19 NBA season was the last for the Golden State Warriors at the Arena (the team has relocated to the Chase Center in San Francisco). The Oakland Raiders have an option to remain at the Coliseum site for one additional season but are expected to move to a new stadium in Las Vegas, NV after the 2019-20 NFL season.

³ In addition to subsequent change in ownership transactions, property assessed values can also be affected by physical improvements (e.g., new or improved structures), successful assessment appeals, and other specific circumstances.

possession of, or the right to possess, all or part of the agency's real property. In the case of a lease, the value of a possessory interest is often based on the lease terms (e.g., capitalized rent).

Table 2 summarizes the estimated increase in property tax resulting from the County's sale of its ownership share of the Coliseum site. The analysis deducts the estimated reduction in possessory interest tax from the increased real property tax associated with both increased assessed value and eliminated tax exemptions. The estimated possessory interest tax under baseline (e.g., without sale) scenario is based on average actual receipts from FY 2015-16 through FY 2018-19 less the pro rata allocation attributable to the Athletics. The estimated increased assessed value is based on the proposed sale price of \$85 million.

As shown, the property tax revenues are projected to increase by approximately 87 percent as a result of the County's sale of its ownership stake of the Coliseum site. This amount far exceeds the 15 percent threshold defined by GC Section 52200.2. Moreover, this is a conservative estimate (i.e., a likely under-estimate of the actual increase in assessed value) for the following reasons:

1. The estimate deducts possessory interest taxes associated with rent from the Oakland Raiders and Golden State Warriors.⁴ However, given that the Warriors are no longer tenants (the team permanently relocated to the Chase Center as of 2019-20 NBA season) and the Raiders are expected to move after the 2019-20 NFL season, these possessory interest payments will not be available going forward unless the JPA is able to secure similar lease agreements with other non-exempt tenant(s).
2. GC Section 52200.2(b) defines an "economic opportunity" threshold equal to an increase in property taxes of 15 percent *"when compared to the year prior to the property being acquired by the government entity."* EPS was unable to find data on actual property tax revenue generated by the site prior to the purchase date in 1964. Consequently, the analysis relies on the average annual property tax revenue generated by the site over the last four years. However, the given that the Coliseum site was purchased from another tax-exempt public agency (i.e., the East Bay Municipal Utilities District), the property tax generated by the site in 1963 was likely negligible if not zero.

The actual change in property taxes will be based on the new assessed value as determined by the Alameda County Office of Assessor after the CWP takes ownership of the County's interest in the Complex. Under the terms of the Disposition Agreement, this will occur when existing bond debt is defeased, refunded or repaid, most likely in 2026.

⁴ Data on the reduction in possessory interest tax as a result of the departure of the Warriors is not currently available.

Table 2 Estimated Increase in Property Tax Revenue Resulting from Sale

Item	Formula	Amount for Entire Coliseum Site
Existing Property Tax Revenue (4-year avg. in 2019 \$s) ¹	a	\$1,237,066
Portion Attributable to Athletics ²	b	\$87,993
Estimated Increase Appraised Value From Sale ³	c	\$85,000,000
Property Tax Rate (FY 2019-20)	d	1.3688%
Estimated Increase in Property Tax From Sale	$e = c * d - b$	\$1,075,487
Percent Increase in Property Tax After Transaction	$= e / a$	87%

[1] Reflects average possessory interest payments from Athletics, Raiders, and Warriors from FY 2015-17 through FY 2018-19, as detailed in the Appendix.

[2] Estimate based on Athletics share of total rent payments to JPA, as detailed in the Appendix.

[3] Based on proposed sale price.

APPENDIX TABLES



Table A-1 Oakland-Alameda County Coliseum Authority 2019-20 Budget

Budget Category	Stadium	Arena	Total
REVENUES			
Club Dues	\$850,000	\$0	\$850,000
Parking	\$1,680,000	\$0	\$1,680,000
Concessions	\$1,440,000	\$0	\$1,440,000
Interest	\$350,000	\$350,000	\$700,000
Raiders Rent	\$7,500,000	\$0	\$7,500,000
Warriors Debt Service	\$0	\$8,900,000	\$8,900,000
Warriors Exit Fee	\$0	\$2,500,000	\$2,500,000
Athletics Rent	\$1,250,000	\$0	\$1,250,000
Outfront Media	\$500,000	\$500,000	\$1,000,000
Cell Tower Lease	\$140,000	\$110,000	\$250,000
Facility Fees	\$270,000	\$1,380,000	\$1,650,000
Fund Balance	\$2,240,000	\$2,240,000	\$4,480,000
City/County	\$19,055,000	\$1,945,000	\$21,000,000
Total Revenues	\$35,275,000	\$17,925,000	\$53,200,000
EXPENSES			
Administration	\$640,000	\$490,000	\$1,130,000
Legal	\$250,000	\$700,000	\$950,000
Audit	\$25,000	\$25,000	\$50,000
Coliseum Operations	\$20,280,000	\$4,885,000	\$25,165,000
Management Fee	\$110,000	\$950,000	\$1,060,000
Total Operating Expenses	\$21,305,000	\$7,050,000	\$28,355,000
Capital Outlay	\$1,150,000	\$1,975,000	\$3,125,000
Debt Service			
Debt - Stadium	\$12,820,000 -		\$12,820,000
Debt - Arena	-	\$8,900,000	\$8,900,000
Total Debt Service	\$12,820,000	\$8,900,000	\$21,720,000
Total Expenses	\$35,275,000	\$17,925,000	\$53,200,000

Source: Oakland-Alameda County Coliseum Authority

Table A-2 Current Property Tax Revenue

Source	Possessory Interest Tax by Fiscal Year ¹				4 Year Avg.
	2015-16	2016-17	2017-18	2018-19	
Stadium	\$600,231	\$578,780	\$584,040	\$594,748	\$589,450
Arena	\$595,248	\$573,972	\$579,189	\$589,808	\$584,554
Total					
Nominal \$s	\$1,195,479	\$1,152,752	\$1,163,229	\$1,184,556	\$1,174,004
In 2019 \$s ²	\$1,326,773	\$1,236,308	\$1,200,627	\$1,184,556	\$1,237,066
Portion Attributable to Athletics³	\$94,374	\$87,939	\$85,401	\$84,258	\$87,993

[1] Reported by Alameda County Office of Assessor as Unsecured Property Tax.

[2] inflated based on the Consumer Price Index (CPI) for all urban consumers in the West Region of the United States, from October 2016 to October 2019.

[3] Estimate at 14% based on Athletics share of total rent payments to JPA, as documented in the Appendix Table A-1.

Source: Alameda County Office of Assessor; Oakland-Alameda County Coliseum Authority 2019-20 Budget; EPS

Table A-3 Estimated Property Tax Allocation

Entity Receiving Share of Property Tax	Allocation Factor ¹	Estimated Property Tax Allocation by Recipient (in 2019 \$s)		
		Existing	Total After Increase from Sale	Sale
COUNTY GENERAL	11.61%	\$143,668	\$268,571	\$124,903
PERALTA COMMUNITY COLLEGE	3.81%	\$47,104	\$88,056	\$40,952
OAKLAND USD	22.17%	\$274,292	\$512,758	\$238,466
COUNTY SUPT. EDUCATION INSTIT. PUPILS	0.11%	\$1,326	\$2,478	\$1,153
COUNTY SUPT. JUVENILE HALL EDUCATION	0.02%	\$274	\$513	\$239
COUNTY SUPT. SERVICE	0.07%	\$824	\$1,540	\$716
COUNTY SUPT. CAPITAL	0.05%	\$635	\$1,187	\$552
ALAMEDA CO. F.C. & W.C.	0.08%	\$1,021	\$1,908	\$888
FLOOD ZONE 12	1.30%	\$16,028	\$29,962	\$13,934
AY AREA AIR QUALITY MANAGEMENT	0.14%	\$1,672	\$3,126	\$1,454
ALAMEDA CO. MOSQUITO ABATEMENT	0.06%	\$701	\$1,310	\$609
AC TRANSIT SPECIAL SVC. #1	3.38%	\$41,825	\$78,188	\$36,362
SF-BART	0.40%	\$4,911	\$9,181	\$4,270
EAST BAY REGIONAL PARK	2.21%	\$27,320	\$51,071	\$23,751
E.B.M.U.D.	1.06%	\$13,097	\$24,483	\$11,386
E.B.M.U.D. SPECIAL DIST.#1	0.38%	\$4,674	\$8,738	\$4,064
CITY OF OAKLAND	35.23%	\$435,815	\$814,706	\$378,891
OAKLAND ZOO	0.13%	\$1,588	\$2,969	\$1,381
ERAF	16.14%	\$199,684	\$373,287	\$173,603
BART	0.88%	\$10,845	\$20,274	\$9,429
COUNTYWIDE GO BOND	<u>0.79%</u>	<u>\$9,761</u>	<u>\$18,246</u>	<u>\$8,486</u>
TOTAL	100%	\$1,237,066	\$2,312,552	\$1,075,487

[1] Amount will vary annually. Current estimates based on FY 2018-19. Totals may not be exact due to rounding. annually.

Recording Requested by and
When Recorded, Return to:

Latham & Watkins LLP
335 South Grand Avenue
Los Angeles, CA 90071-1560
Attention: Kim N. A. Boras

(Space above this line for Recorder's use)

MEMORANDUM OF DISPOSITION AGREEMENT

This MEMORANDUM OF DISPOSITION AGREEMENT ("**Memorandum**"), is executed as of December 23, 2019, (the "**Effective Date**") by and between the **COUNTY OF ALAMEDA**, a body corporate and politic and legal subdivision of the State (the "**County**"), and **COLISEUM WAY PARTNERS LLC**, a Delaware limited liability company ("**CWP**").

WITNESSETH:

WHEREAS, the County is the owner of a fifty percent (50%) tenancy-in-common fee interest in that certain real property located in the County of Alameda, State of California, more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "**Property**");

WHEREAS, pursuant to that certain Disposition Agreement dated as of December 23, 2019, between CWP and the County (the "**Disposition Agreement**"), the County has agreed to convey to CWP, and CWP has agreed to acquire from the County, the County's interest in the Property; and

WHEREAS, the County and CWP wish to record this Memorandum in order to give constructive notice of CWP's interest in the Property;

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and CWP hereby agree as follows:

1. The County has agreed to sell to CWP, and CWP has agreed to purchase from the County, the County's interest in the Property upon the terms, covenants and conditions set forth in the Disposition Agreement, which Disposition Agreement is by this reference incorporated herein and made a part hereof as fully as if set forth herein at length, and the Disposition Agreement and this Memorandum shall be deemed to constitute a single instrument or document.

2. This Memorandum is being made and entered into solely for the purpose of providing notice to all purchasers, lessees, transferees, mortgagees, lenders, assignees, creditors

and others who may acquire the Property or any portion thereof or any interest therein of the existence of the Disposition Agreement and the terms, conditions, provisions and covenants contained therein. This Memorandum is prepared for recordation purposes only, and it in no way modifies the terms, conditions, provisions and covenants of the Disposition Agreement. In the event of any inconsistency between the terms, conditions, provisions and covenants of this Memorandum and the Disposition Agreement, the terms, conditions and covenants of the Disposition Agreement shall prevail.

3. This Memorandum may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature and acknowledgment pages may be detached from counterparts to form one original instrument which may be recorded.

4. If the Disposition Agreement is amended or supplemented by written instrument executed by the parties in interest, then without any further act or instrument whatsoever, this Memorandum shall likewise and to the same effect be deemed amended or supplemented.

[Remainder of page intentionally left blank - signature page follows]

EXHIBIT A

The Premises

LEGAL DESCRIPTION

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

Parcels 1 and 2, Parcel Map 7000, filed August 1, 1996, Book 223 of Parcel Maps, Page 84, Alameda County Records.


APN: 041-3901-008-00 (Parcel 1, P.M. 7000) and 041-3901-009-00 (Parcel 2, P.M. 7000)

IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of the Effective Date.

"CWP": COLISEUM WAY PARTNERS LLC, a Delaware limited liability company


By: 
Name: David Kaval
Its: President

"COUNTY": COUNTY OF ALAMEDA

By: 
Name: RICHARD VALLE
Its: _____
PRESIDENT OF THE BOARD OF SUPERVISORS
OF ALAMEDA COUNTY, CALIFORNIA

APPROVED AS TO FORM

Donna R. Ziegler, County Counsel

By: 
Name: ANDREA WEDDLE
Title: CHIEF ASSISTANT

[SIGNATURES MUST BE NOTARIZED]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

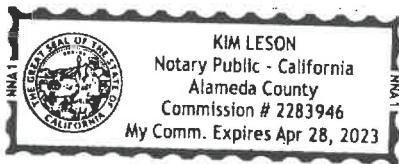
State of California)

County of Alameda)On December 19, 2019 before me, KIM LESON, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared David Kaval
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Memorandum of Disposition Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of AlamedaOn December 23, 2019 before me, Cheryl D. Perkins, Notary Public

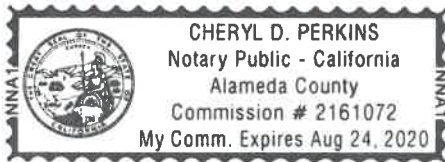
Date

Here Insert Name and Title of the Officer

personally appeared Richard Valle

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer is Representing: _____

Signer's Name: _____

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

Signer is Representing: _____

RESOLUTION NO. R-2019-497

RESOLUTION OF THE COUNTY OF ALAMEDA MAKING FINDINGS OF ECONOMIC OPPORTUNITY PURSUANT TO GOVERNMENT CODE SECTION 52201 AND APPROVING A DISPOSITION AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS BETWEEN THE COUNTY OF ALAMEDA AND COLISEUM WAY PARTNERS LLC TO SELL THE COUNTY'S INTEREST IN THE OAKLAND ALAMEDA COUNTY COLISEUM COMPLEX

WHEREAS, the County owns an undivided one-half interest ("**County Interest**") in the Oakland-Alameda County Coliseum Complex ("**Complex**") as a tenant-in-common with the City of Oakland. The Complex includes the Oakland-Alameda County Coliseum ("**Coliseum**"), Oakland-Alameda County Arena (formerly known as Oracle Arena) ("**Arena**"), associated land and adjacent parking lots; and

WHEREAS, the County has determined that continued ownership of the County Interest in the Complex is not in the best interests of the County and that disposition of the County Interest will allow the County to focus on essential services benefiting the citizens of the County; and

WHEREAS, the County desires to divest itself of the County Interest in the Complex, and Coliseum Way Partners LLC ("**CWP**"), an affiliate of the Oakland Athletics, desires to acquire the County Interest, in accordance with and subject to the terms of that certain Disposition Agreement by and between the County and CWP ("**Disposition Agreement**"); and

WHEREAS, disposition of the County Interest to CWP is expected to create an economic opportunity by increasing the property tax revenue to all property tax collecting entities by at least 15% from the current property taxes collected for the Complex as well as the property taxes collected from the property upon which the Complex is located prior to the acquisition of the property by the City of Oakland and the County and as such the County has complied with the procedures for noticing, hearing, documentation, and findings with reference to Government Code Section 52201; and

WHEREAS, pursuant to Government Code Section 52201, the County has prepared a report (the "**Report**") regarding the sale and lease of the Property, the notice and availability for inspection of which was given to the public in the manner prescribed by law; and

WHEREAS, the Board of Supervisors has conducted a duly noticed public hearing on the Disposition Agreement in accordance with Government Code Section 52201(a)(1), for the purpose of receiving public input and comments on the Disposition Agreement and the Report and the transactions described therein; and

WHEREAS, the Board of Supervisors finds that the economic interests of the County's residents and the public health, safety and welfare will be best served by entering into the Disposition Agreement; and

WHEREAS, the use of the Complex will not change as a result of the sale of the County's Interest in the Complex so pursuant to the California Environmental Quality Act ("CEQA") and its implementing regulations including CEQA Guidelines Section 15301 and the

common sense exception, the County has determined that the disposition of the County Interest in the Complex is not subject to CEQA; and

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors that, after hearing all interested persons and receiving and considering all relevant evidence, the Board finds and determines as follows:

Section 1. The Board hereby finds that the disposition of the County Interest in accordance with the Disposition Agreement is not subject to CEQA because (a) the uses of the Complex will not change as a result of the disposition of the County Interest; (b) any change of use to the Complex would be speculative at this time; (c) pursuant to CEQA Guidelines Section 15301 there will be no expansion of existing or former uses of the Complex as a result of the disposition of the County Interest; (d) none of the unusual circumstances in CEQA Guidelines Section 15300.2 exist; and (e) based on the common sense exception there is no change in the physical environment as a result of the disposition of the County Interest.

Section 2.

a. Pursuant to Government Code Section 52201(b)(1), the sale or lease of the Property as described in the Disposition Agreement will assist in the creation of economic opportunity because the transfer of the County's Interest is expected to increase property taxes to all taxing entities by approximately 85% from the existing property taxes and the property taxes in effect prior to the County and the City acquiring the Complex property.

b. Pursuant to Government Code Section 52201(b), the Board of Supervisors hereby finds and determines that the sale or lease of the Property is for not less than the fair market value of the County's Interest in the Complex at its highest and best used. This finding is based on the facts and analysis set forth in the Report.

Section 3. The County has the authority to dispose of the County's Interest in the Complex in accordance with the terms of the Disposition Agreement under Government Code Section 52201, authorizing disposition of property for economic opportunities.

Section 4. The Disposition Agreement is hereby adopted and the President of the Board is authorized to sign it and any other ancillary documents necessary to implement the terms of the Disposition Agreement, including but not limited to Memorandum of the Disposition Agreement, bills of sales, quitclaim deeds, assignments and related documents.

Section 5. If any portion, section, subsection, paragraph, subparagraph, sentence, clause, phrase or application of this Resolution is held invalid or inapplicable by a final judgment of a court of competent jurisdiction, such decision shall not affect the validity or applicability of any other part of this Resolution.

Section 6. This Resolution shall be in full force and effect immediately upon passage.

The foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Alameda, on the 23rd day of December 2019 by the following vote:

AYES: Supervisors Carson, Chan, Haggerty, Miley & President Valle

NOES: None

EXCUSED: None

ABSTAINED: None



RICHARD VALLE, BOARD PRESIDENT

APPROVED AS TO FORM:

DONNA R. ZIEGLER, COUNTY COUNSEL

By: 
Andrea L. Weddle
Chief Assistant County Counsel

ATTEST:

ANIKA CAMPBELL-BELTON,
CLERK OF THE BOARD

By: 
Deputy

DISPOSITION AGREEMENT

BY AND BETWEEN

THE COUNTY OF ALAMEDA

("County")

and

**COLISEUM WAY PARTNERS LLC,
A Delaware limited liability company**

("CWP")

C-2019-195

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DISPOSITION AGREEMENT

This DISPOSITION AGREEMENT ("**Agreement**") is entered into as of this 23rd day of December, 2019, by and between the **COUNTY OF ALAMEDA**, a body corporate and politic and legal subdivision of the State ("**County**"), and **COLISEUM WAY PARTNERS LLC**, a Delaware limited liability company ("**CWP**"), with reference to the following facts and circumstances (the County and CWP are sometimes referred to herein collectively as the "**Parties**" and individually as a "**Party**");

RECITALS

- A. These Recitals refer to and utilize certain capitalized terms that are defined in Article I of this Agreement. The Parties intend to refer to those definitions in connection with the use of capitalized terms in these Recitals.
- B. The County owns an undivided one-half interest in the Oakland-Alameda County Coliseum Complex as a tenant-in-common with the City of Oakland. The Complex includes the Oakland-Alameda County Coliseum ("**Coliseum**"), Oakland-Alameda County Arena (formerly known as Oracle Arena) ("**Arena**"), associated land and adjacent parking lots, as more particularly described in Exhibit A attached hereto. The property adjacent to the Complex commonly referred to as the "Malibu Lot" and more particularly described in Exhibit B is not included in the Complex.
- C. The County and the City are members of a joint powers authority, the Oakland Alameda County Coliseum Authority, which is governed by and subject to that certain Amended and Restated Joint Exercise of Powers Agreement by and between the County and the City, dated as of December 17, 1996 (as supplemented and amended, the "**JPA Agreement**"). Pursuant to a management agreement by and among the City, the County and the JPA, the JPA manages the Complex. The JPA has entered into a facilities management agreement with AEG MO to manage the day-to-day operations of the Complex.
- D. Athletics Investment Group LLC, a California limited liability company and an affiliate of CWP (the "**Athletics**"), currently holds a license dated July 22, 2014 pursuant to which it has rights to occupy and use the Coliseum and adjacent parking for the purposes of hosting a professional baseball team, the Oakland Athletics (the "**Team**"), and related ancillary activities.
- E. Each of the Coliseum and the Arena is currently the subject of a lease and lease-back financing structure that supports the repayment of certain lease revenue bonds issued by the JPA from time to time to improve the Complex. In accordance with certain terms and conditions set forth in the Leases and applicable to the County as a Lessee thereunder, certain rights and obligations of the County may not be assigned while bonds issued by the JPA and secured by certain Base Rental Payments under the Leases remain outstanding. The County, in coordination with the City and the JPA, will determine

whether it is in its best interests to take measures to effect the retirement or defeasance of some or all of the Bonds prior to maturity.

- F. The Complex is also subject to certain license agreements with the Oakland Raiders and Outfront Media in addition to the Baseball License.
- G. The County has determined that continued ownership of the County Interest is not in the best interests of the County and that disposition of the County Interest will allow the County to focus on essential services benefiting the citizens of the County.
- H. The County desires to divest itself of the County Interest in the Complex, and CWP desires to acquire the County Interest, in accordance with and subject to the terms set forth herein.
- I. The County and the Athletics previously entered into that certain Non-Binding Term Sheet for the Acquisition of Alameda County's Interest in the Oakland-Alameda County Coliseum Complex, which was approved by the Board of Supervisors on April 23, 2019.
- J. Disposition of the County Interest to CWP is expected to create an economic opportunity by increasing the property tax revenue to all property tax collecting entities by at least 15% from the current property taxes collected for the Complex as well as the property taxes collected from the property upon which the Complex is located prior to the acquisition of the property by the City and the County.
- K. Pursuant to the California Environmental Quality Act and its implementing guidelines, the County has determined that the disposition of the County Interest is not subject to CEQA because such disposition will not result in any change in the use of the Complex from its current uses.
- L. The County does not have land use authority over the Complex and any future development of the Complex will be subject to the City's land use authority. In 2015, the City adopted the Coliseum Area Specific Plan, which includes the Complex. Also in 2015, the City prepared and certified an Environmental Impact Report in connection with the approval of the Specific Plan and related General Plan amendments and zoning changes.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained hereinafter, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows.

T E R M S A N D C O N D I T I O N S

ARTICLE I. DEFINITIONS OF TERMS.

Section 1.1 Incorporation of Recitals. The hereinabove Recitals are hereby incorporated into this Agreement by reference.

Section 1.2 Definitions. Whenever used in this Agreement, the following words or phrases shall have the following meanings:

1.2.1 "Additional Payments" means the sum of the Additional Payments required to be made by the County and the City, as Lessees, to the JPA, as Lessor, pursuant to, and as defined in, the Master Leases.

1.2.2 "AEG Management Agreement" means that certain Oakland Alameda County Coliseum Complex Management Agreement by and between the JPA, AEG MO, and, as to Section 13.5 thereof only, AEG Facilities, LLC, a Delaware limited liability company, dated June 25, 2012, the term of which was extended by that Amendment to the Coliseum Complex Management Agreement, dated April 15, 2016.

1.2.3 "AEG MO" means AEG Management Oakland, LLC, a Delaware limited liability company. AEG MO is an affiliate of ASM Global, the entity formed in 2019 by the merger of AEG Facilities, LLC, the venue management subsidiary of Anschutz Entertainment Group, Inc. (AEG), a Colorado corporation, and SMG, an Onex portfolio company.

1.2.4 "Affiliate" means, with respect to a Party, any (1) Person which directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with, such Party or (2) any entity in which such Party owns fifty-one percent (51%) or more of the equity interest, as the context may require.

1.2.5 "Agreement" means this Disposition Agreement, as it may be amended or supplemented from time to time pursuant to the provisions hereof.

1.2.6 "Allocation Threshold" shall have the meaning set forth in Section 2.3.

1.2.7 "Annual Excess Revenues" shall have the meaning set forth in Section 4.4.2.

1.2.8 "Annual Purchase Price Components" shall have the meaning set forth in Section 2.4.

1.2.9 "Applied Annual Excess Revenues" shall have the meaning set forth in Section 4.4.2.

1.2.10 "Assignment Agreement" means the assignment and assumption agreement by which the County shall assign to CWP the intangible personal property related to the Complex in which the County has an interest and which CWP has agreed to assume, substantially in the form of Exhibit H

1.2.11 "Athletics" means Athletics Investment Group LLC, a California limited liability company, and its successors and permitted assigns.

1.2.12 "Base Rental Payments" means the sum of the Base Rental Payments required to be made by the County and the City, as Lessees, to the JPA, as Lessor, pursuant to, and as defined in, the Master Leases and in respect of the debt service on the Bonds.

1.2.13 "Baseball License" means that stadium License Agreement between JPA and Athletics Investment Group, LLC dated July 22, 2014 between the JPA and the Athletics.

1.2.14 "Bill of Sale" means the bill of sale by which the County shall convey to CWP the personal property portion of the Complex in which the County has rights or title, substantially in the form of Exhibit E.

1.2.15 "Board of Supervisors" means the County of Alameda Board of Supervisors.

1.2.16 "Bond Condition" means the closing condition described in Section 2.10.3.

1.2.17 "Bonds" means, collectively, those certain lease revenue bonds issued by the JPA and currently outstanding as follows: (i) the Oakland-Alameda County Coliseum Authority Lease Revenue Bonds (Oakland Coliseum Project) 2012 Refunding Series A and (ii) the Oakland-Alameda County Coliseum Authority Lease Revenue Bonds (Oakland Coliseum Arena Project) 2015 Refunding Series A (Federally Taxable).

1.2.18 "Bond-Related Documents" means the Leases, the JPA Management Agreement, the REA and the other documents to which the County is a party and entered into in connection with or in support of either or both of the Bonds (or the bonds refunded by the Bonds).

1.2.19 "CEQA" means the California Environmental Quality Act, as amended.

1.2.20 "City" means the City of Oakland, a municipal corporation.

1.2.21 "Claims" means claims, suits, actions, causes of action, costs, demands, liens, losses, damages, liabilities, obligations, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, and enforcement actions of any kind. Claims shall include reasonable consultant costs and reasonable attorney's fees incurred by consultants and attorneys engaged by the Indemnitor and, as applicable, expenditures for investigation, removal, clean-up and remedial costs. For the avoidance of doubt, "Claims" shall not include any claims, suits, actions, causes of action, costs, demands, liens, losses, damages, liabilities, obligations, fines, penalties, charges, proceedings, orders, judgments, remedial action requirements or enforcement actions where the Indemnitee is acting as a plaintiff, provided that this exclusion shall not preclude a Party's right to attorneys' fees as provided in Section 9.11.

1.2.22 "Close of Escrow" and "Closing" shall have the meaning set forth in Section 2.1.1.

1.2.23 "Closing Date" means the date on which the Close of Escrow occurs.

1.2.24 "Coliseum Bonds" means the Oakland-Alameda County Coliseum Authority Lease Revenue Bonds (Oakland Coliseum Project) 2012 Refunding Series A.

1.2.25 "Coliseum Improvement Allocation" shall have the meaning set forth in Section 2.3.

1.2.26 "Commitment Date" shall have the meaning set forth in Section 2.11.1.

1.2.27 "Complex" means the Oakland-Alameda County Coliseum Complex, including the land more particularly described in Exhibit A attached hereto (the "**Land**"), the improvements located on such land (the "**Improvements**"), the personal property related to and/or used exclusively in connection with such land and improvements (the "**Personal Property**"), and all rights and appurtenances pertaining thereto (the "**Appurtenances**").

1.2.28 "Control" means the possession, directly or indirectly, of the power to cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, family relationship or otherwise.

1.2.29 "County" means the County of Alameda, a body corporate and politic and legal subdivision of the State of California.

1.2.30 "County Expenses" shall have the meaning set forth in Section 4.4.1 and 4.4.5.

1.2.31 "County Event of Default" shall have the meaning set forth in Section 8.2.1.

1.2.32 "County Indemnitees" means the County, each member of the Board of Supervisors, and the County's officers, employees, agents, contractors and subcontractors, in each case acting in his, her or its capacity as representatives of the County.

1.2.33 "County Interest" means the County's one-half undivided interest in the Land and the Improvements, including the County's one-half undivided interest in the Coliseum and the Arena, and all of County's right, title and interest in the Personal Property and the Appurtenances. During the Due Diligence Period, the Parties shall create a list of assets that constitute the County Interest.

1.2.34 "County Revenues" shall have the meaning set forth in Sections 4.4.1 and 4.4.4.

1.2.35 "CWP" means Coliseum Way Partners LLC, a Delaware limited liability company, and its successors and permitted assigns, subject to the provisions of Section 9.17.

- 1.2.36 "CWP Event of Default" shall have the meaning set forth in
Section 8.3.1.
- 1.2.37 "CWP Parties" shall have the meaning set forth in Section 7.2.3.
- 1.2.38 "Deposit" shall have the meaning set forth in Section 2.3.
- 1.2.39 "Dispute Notice" shall have the meaning set forth in Section 8.8.1.
- 1.2.40 "Due Diligence Notice" shall have the meaning set forth in Section
5.1.
- 1.2.41 "Due Diligence Period" shall have the meaning set forth in Section
5.1.
- 1.2.42 "Effective Date" means the effective date of this Agreement, which
shall be the date upon which this Agreement shall have been fully executed by all Parties hereto.
- 1.2.43 "Escrow" and "Escrow Holder" shall have the meanings set forth in
Section 2.5.1.
- 1.2.44 "Event of Default" means a County Event of Default or a CWP Event
of Default.
- 1.2.45 "Excused Delay" shall have the meaning set forth in Section 9.4.
- 1.2.46 "Governmental Authority" or "Governmental Authorities" means any
federal, state, county, municipal and local governmental and quasi-governmental body or
authority having or exercising jurisdiction over this Agreement, the Parties, the Complex, or such
portions thereof as the context indicates.
- 1.2.47 "Ground Leases" means, collectively, (a) the Ground and Facility
Lease by and among the County and the City, as lessors, and the JPA (as successor in interest to
the Oakland-Alameda County Coliseum Financing Corporation), as lessee, dated as of August 1,
1995, and (b) the Ground and Facility Lease by and among the County and the City, as lessors,
and the JPA (as successor in interest to the Oakland-Alameda County Coliseum Financing
Corporation), as lessee, dated as of June 1, 1996, as each has been assigned, amended and/or
modified from time to time.
- 1.2.48 "Hazardous Materials" means:
- a. any "hazardous substance" as defined in Section 101(14) of
CERCLA (42 U.S.C. Section 9601(14)) or Section 25281(d) or 25316 of the California Health
and Safety Code at such time;
- b. any "hazardous waste," "infectious waste" or "hazardous material"
as defined in Section 25117, 25117.5 or 25501 of the California Health and Safety Code at such
time;

c. any other waste, substance or material designated or regulated in any way as "toxic" or "hazardous" in the RCRA (42 U.S.C. Section 6901 et seq.), CERCLA, Federal Water Pollution Control Act (33 U.S.C. Section 1362 et seq.), Safe Drinking Water Act (42 U.S.C. Section 300 (f) et seq.), Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.), Clean Air Act (42 U.S.C. Section 7401 et seq.), California Health and Safety Code (Section 25100 et seq.), or California Water Code (Section 13000 et seq.) at such time; and

d. any additional wastes, substances or materials which at such time are classified, considered or regulated as hazardous or toxic under any other present or future environmental or other similar laws relating to the Complex or the protection of human health or the environment.

1.2.49 "Hazardous Materials Laws" means all federal, state, and local laws, ordinances, regulations, orders and directives pertaining to Hazardous Materials.

1.2.50 "Indemnatee" means any party being indemnified pursuant to the terms of this Agreement.

1.2.51 "Indemnitor" means the Party providing indemnification to an Indemnatee pursuant to the terms of this Agreement.

1.2.52 "JPA" means the Oakland Alameda County Coliseum Authority, a California joint powers authority established pursuant to the JPA Agreement.

1.2.53 "JPA Agreement" shall have the meaning set forth in Recital C.

1.2.54 "JPA Management Agreement" means that certain Amended and Restated Management Agreement by and among the City, the County and the JPA dated May 1, 2000.

1.2.55 "JPA Reserves" shall have the meaning set forth in Section 4.1.

1.2.56 "Leases" means, collectively, the Master Leases and the Ground Leases.

1.2.57 "Licenses" means, collectively, the Baseball License, the Oakland Raiders License and the Outfront Media License.

1.2.58 "Malibu Lot" means that certain property more particularly described in Exhibit B attached hereto and incorporated herein which the County owns an undivided one-half interest as tenants-in-common with the City.

1.2.59 "Master Leases" means, collectively, that certain Master Lease by and among the JPA, the County and the City dated as of June 1, 1996 related to the Oakland Coliseum Arena project and that certain Master Lease by and among the JPA, the County and the City dated as of August 1, 1995 related to the Oakland Coliseum project, as each may be assigned, amended and/or modified from time to time.

1.2.60 "Memorandum of DA" means the Memorandum of Disposition Agreement to be recorded against the Complex in accordance with Section 2.5.2. The form of the Memorandum of DA is attached hereto as Exhibit G.

1.2.61 "Non-Refundable Deposit" shall have the meaning set forth in Section 2.3.

1.2.62 "Oakland Raider's License" means that certain Master Agreement among the JPA, the City, the County and The Oakland Raiders, A California Limited Partnership and Raiders Football Club, LLC dated effective as of September 12, 1995, as amended from time to time.

1.2.63 "Official Records" means the official public records maintained by the Clerk-Recorder of Alameda County, California.

1.2.64 "Opening of Escrow" shall have the meaning set forth in Section 2.5.1.

1.2.65 "Ordinary Course HazMats" shall have the meaning set forth in Section 7.2.1a

1.2.66 "Outfront Media License" means that certain Project Agreement between the JPA and Outfront Media as successor to Foster Interstate Media, Inc., dated April 27, 2000.

1.2.67 "Payment Assurance" means the assurance or guaranty provided by CWP to the County providing evidence of CWP's ability to pay the Purchase Price, as required pursuant to Section 3.2.

1.2.68 "Permitted Exceptions" means the following exceptions to title with respect to the Complex:

- a. Applicable building and zoning laws and regulations
- b. The provision of the Redevelopment Plan;
- c. The Licenses, to the extent then in effect;
- d. Any lien for taxes accrued subsequent to Close of Escrow;
- e. Such other conditions, covenants, restrictions or easement of record as may be approved by CWP pursuant to the terms of this Agreement; and
- f. Such other liens, encumbrances, clouds and conditions as may be agreed to in writing by the Parties.

1.2.69 "Person" means any association, corporation, Governmental Authority, individual, joint venture, joint-stock company, limited liability company, partnership, trust, unincorporated organization, or other entity of any kind.

1.2.70 "Pre-Existing Condition" means the presence, generation, use, handling, treatment, storage, processing, distribution, transportation, emission, discharge or disposal, or other Release, of any and all Hazardous Materials in, on, under, over, to, from, or affecting the Complex, in each case existing as of, or occurring prior to, the Closing Date or the continued presence, Release or migration of Hazardous Materials existing at the Complex as of, or occurring at or affecting the Complex prior to the Closing Date.

1.2.71 "Pre-Existing Liabilities" shall have the meaning set forth in Section 3.4.

1.2.72 "Public Benefit Fund" means the separate account established in Section 6.2(b)(iii) of the Oakland Raider's License to retain the Football Ticket Surcharge (\$1.00 per football ticket sold) and up to \$250,000 of Costs Savings Licensor Share as defined in Section 7.6d of Supplement No. 7 to the Oakland Raiders License.

1.2.73 "Purchase Price" shall have the meaning set forth in Section 2.2.

1.2.74 "Purchase Price Allocation Report" shall have the meaning set forth in Section 2.3.

1.2.75 "Purchase Term" means the period commencing on the Commitment Date and ending on the Close of Escrow or the earlier termination of this Agreement.

1.2.76 "Purchase Term Payment" shall have the meaning set forth in Section 4.4.1.

1.2.77 "REA" means the Grant of Reciprocal Easements and Declaration of Covenants and Restrictions for the Oakland-Alameda County Coliseum, dated July 31, 1996 and recorded August 1, 1996 as Document No. 96189831, among the City, the County and the JPA.

1.2.78 "Redevelopment Plan" means that certain Redevelopment Plan for the Coliseum Area Redevelopment Project approved and adopted by the City pursuant to its Ordinance No. 11824 C.M.S. and evidenced of record by that certain Notice of Adoption of the Coliseum Area Redevelopment Plan, Termination of the 77th Avenue Industrial Redevelopment Project and Amendment of the Elmhurst Redevelopment Plan, recorded July 31, 1995 as Document No. 95167161 in the Official Records of Alameda County, California.

1.2.79 "Release" means any actual or threatened release, spilling, emission, leaking, pumping, pouring, placing, depositing, dispersing, emitting, emptying, extracting, discharging, injecting, escaping, leaching, dumping, abandonment, disposing, escaping or migrating into, from or through the environment (including, without limitation, ambient air (indoor or outdoor), surface water, groundwater, land surface or subsurface strata or within or on any building, structure, facility or fixture (including the abandonment or disposal of any barrels, containers or other closed receptacles).

1.2.80 "Rental Payments" means, collectively, Base Rental Payments and Additional Payments.

1.2.81 "Repurposed Annual Excess Revenues" shall have the meaning set forth in Section 4.4.2.

1.2.82 "Schedule of Payments" means the schedule of payments pursuant to which CWP shall pay the Purchase Price to the County, attached hereto as Exhibit C.

1.2.83 "Title Company" means First American Title Insurance Company, National Commercial Services, 1850 Mt. Diablo Blvd, Suite 530, Walnut Creek, California 94596, Attention: Roni Sloan Loftin, Senior Escrow Officer; rsloan@firstam.com.

1.2.84 "Title Policy" shall have the meaning set forth in Section 2.6.2.

1.2.85 "Undistributed Annual Excess Revenues" shall have the meaning set forth in Section 4.4.2.

Section 1.3 Exhibits and Schedules. The following exhibits and schedules are attached to and incorporated into this Agreement:

Exhibit A Complex Legal Description

Exhibit B Malibu Lot Legal Description

Exhibit C Schedule of Payments

Exhibit D Form of Quitclaim Deed

Exhibit E Form of Bill of Sale

Exhibit F Complex Materials

Exhibit G Form of Memorandum of DA

Exhibit H Form of Assignment Agreement

Exhibit I Pending and Threatened Actions

ARTICLE II. DISPOSITION OF COMPLEX

Section 2.1 Disposition of County's Interest in the Complex.

2.1.1 Subject to all of the terms and conditions of this Agreement, the County hereby agrees to sell and convey the County Interest to CWP, and CWP hereby agrees to acquire and purchase the County Interest from the County within thirty (30) days after satisfaction of the conditions set forth in this Article II ("**Close of Escrow**" or "**Closing**").

Section 2.2 Purchase Price. The Purchase Price for the County Interest shall be Eighty-Five Million Dollars (\$85,000,000) (the "**Purchase Price**"), payable to the County in accordance with Section 2.4. The County acknowledges that the Purchase Price reflects a fair,

equitable and current market price for the purchase of the County Interest pursuant to the terms of this Agreement.

Section 2.3 Deposit. Within five (5) business days of the Effective Date, CWP shall deposit with the Escrow Holder the sum of Five Million Dollars (\$5,000,000) as security for the performance of CWP's obligations under this Agreement (the "**Deposit**"). The Deposit shall be held in an interest-bearing account until released to the County or CWP as hereinafter provided.

2.3.1 Notwithstanding any other term of this Agreement, the Deposit shall not be released to the County unless and until a report is delivered by an independent appraisal firm mutually acceptable to the County and CWP which, pursuant to methodology acceptable to bond counsel to each of the County and CWP (such report, the "**Purchase Price Allocation Report**"), (i) calculates the amount of the Purchase Price to be paid before the Coliseum Bonds are paid off that would be allocated to the various components of the Coliseum Complex, including the portion allocable to the Coliseum improvements financed by the Coliseum Bonds (the "**Coliseum Improvement Allocation**"), (ii) demonstrates that the Coliseum Improvement Allocation is less than \$17.2 million (the "**Allocation Threshold**"), and (iii) is delivered to the County and CWP prior to CWP's terminating this Agreement pursuant to Section 5.3. CWP shall pay for the costs of the Purchase Price Allocation Report. The County shall use best efforts to ensure that the appraiser producing the Purchase Price Allocation Report has access to the entire Coliseum Complex, including the Sports Arena. Within thirty (30) days of the Effective Date, CWP and the County shall agree upon the entity to prepare the Purchase Price Allocation Report and the methodology for such report. The Purchase Price Allocation Report shall be completed no later than one hundred sixty (160) days after the Effective Date, unless such date is extended by mutual agreement of the Parties.

2.3.2 If the Purchase Price Allocation Report is so timely delivered (as provided in Section 2.3.1(iii)) and demonstrates that the Coliseum Improvement Allocation is less than the Allocation Threshold, then the Escrow Holder shall be authorized immediately to release the Deposit to the County. If the Purchase Price Allocation Report is so timely delivered and demonstrates that the Coliseum Improvement Allocation is equal to or exceeds the Allocation Threshold, then the County shall have the right, by written notice delivered to CWP and Escrow Holder within ten (10) business days following the County's receipt of the Purchase Price Allocation Report, to terminate this Agreement, in which event One Million Dollars (\$1,000,000) of the Deposit shall be released by Escrow Agent to the County (the "**Non-Refundable Deposit**"), and the balance of the Deposit shall be released to CWP. If the County does not terminate this Agreement within such ten (10) business day period following the County's receipt of the Purchase Price Allocation Report, then the County shall be deemed to have elected to proceed with the transaction contemplated by this Agreement, and the Escrow Holder shall be authorized immediately to release the Deposit to the County.

2.3.3 If CWP, prior to expiration of the Due Diligence Period, elects to proceed with the purchase of the County Interest, and the Deposit has been released in full to the County as described in 2.3.2 above, the Deposit shall be credited toward the first to come due payments of the Purchase Price. If CWP, prior to expiration of the Due Diligence Period, elects to proceed with the purchase of the County Interest, and the Deposit has not been released in full to the County as described above, the Deposit shall remain in escrow until the Purchase Price

Allocation Report is completed and if the County does not elect to terminate, the Deposit shall be released pursuant to Section 2.3.2 above and shall be credited toward the first to come due payments of the Purchase Price. If, pursuant to Article V, CWP elects, or is deemed to have elected, to terminate this Agreement prior to delivery of the Purchase Price Allocation Report, the Escrow Agent shall release the Non-Refundable Deposit to the County as liquidated damages, and the remaining portion of the Deposit shall be returned to CWP.

2.3.4 All interest on the Deposit, prior to release to the County or to the County and CWP, as applicable, shall be owned by CWP and returned to CWP upon release of the Deposit to the County or to the County and CWP, as applicable.

THE PARTIES HAVE AGREED THAT THE COUNTY'S ACTUAL DAMAGES IF CWP ELECTS TO TERMINATE THIS AGREEMENT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE DEPOSIT MADE BY CWP, TO THE EXTENT RELEASED TO THE COUNTY PURSUANT TO THIS SECTION 2.3, HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF THE COUNTY'S DAMAGES AND AS THE COUNTY'S SOLE AND EXCLUSIVE REMEDY AGAINST CWP, AT LAW OR IN EQUITY, AS A RESULT OF CWP'S ELECTING TO TERMINATE THIS AGREEMENT DURING THE DUE DILIGENCE PERIOD. THE COUNTY WILL BE DEEMED TO HAVE WAIVED ALL OTHER CLAIMS FOR DAMAGES OR RELIEF AT LAW OR IN EQUITY INCLUDING ANY RIGHTS THE COUNTY MAY HAVE PURSUANT TO SECTION 1680 OR SECTION 3389 OF THE CALIFORNIA CIVIL CODE RELATING TO CWP'S TERMINATION UNDER THIS AGREEMENT; HOWEVER, THIS SECTION SHALL NOT LIMIT THE COUNTY'S RIGHTS TO RECEIVE REIMBURSEMENT FOR ITS ATTORNEYS' FEES IN AN ACTION TO ENFORCE THIS PROVISION NOR WAIVE OR AFFECT ANY OBLIGATIONS ACCRUED UNDER THIS AGREEMENT PRIOR TO TERMINATION AND EXPRESSLY STATED TO SURVIVE THE TERMINATION OF THIS AGREEMENT. THE PAYMENT AND RETENTION OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO THE COUNTY PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677.

INITIALS:

COUNTY

CWP

Section 2.4 Payment of Purchase Price. CWP shall pay the Purchase Price in cash and in installments in accordance with the Schedule of Payments (the "**Annual Purchase Price Components**"); provided, however, that the County may, upon not less than one hundred eighty (180) days prior written notice to CWP, accelerate the payment schedule and require full payment of the Purchase Price if the Bonds are to be repaid or defeased and the Leases are to be terminated using the proceeds of such accelerated Annual Purchase Price Components; and provided further that if the Commitment Date occurs prior to the delivery of the Purchase Price Allocation Report, the first installment of the Annual Purchase Price Component shall not be due or payable until five (5) business days after (x) the Purchase Price Allocation Report is delivered and (y) either (i) the Purchase Price Allocation Report demonstrates that the Coliseum Improvement Allocation is less than the Allocation Threshold or (ii) the Purchase Price Allocation Report demonstrates that the Coliseum Improvement Allocation is equal to or greater than the Allocation Threshold and the County does not terminate this Agreement within ten (10) business days after delivery of the Purchase Price Allocation Report. Annual Purchase Price Components shall be deposited into Escrow and immediately released to the County.

Section 2.5 Escrow.

2.5.1 Escrow; Opening of Escrow. Within five (5) business days after the Effective Date, the County and CWP shall open an escrow account (the "**Escrow**") with Title Company (in such capacity, the "**Escrow Holder**") by depositing with the Escrow Holder a fully executed counterpart original of this Agreement, which Agreement shall serve as escrow instructions for the Escrow Holder's administration of the Escrow, and the original fully executed and notarized Memorandum of DA. The Escrow Holder is authorized to act under this Agreement, and upon indicating its acceptance of the provisions of this Section 2.5 in writing, delivered to the County and CWP within five (5) days after receipt of such counterpart original of this Agreement, shall carry out its duties as Escrow Holder. The date the Escrow Holder indicates its acceptance of its duties shall be deemed the "**Opening of Escrow**".

2.5.2 Additional Instructions. The Escrow Holder is authorized hereby to record the Memorandum of DA in the Official Records immediately upon receipt of CWP's Due Diligence Notice approving the purchase of the County Interest. The Parties shall promptly execute and deliver to the Escrow Holder any appropriate separate or additional escrow instructions, which are not inconsistent herewith, as shall be necessary to effect the transactions contemplated by this Agreement and CWP's payments to the County. If there is any inconsistency between the terms of this Agreement and the terms of the escrow instructions, the terms hereof shall control unless an intent to amend the terms hereof is expressly stated in such instructions, executed by each of the Parties hereto.

2.5.3 Closing Date. The expected Closing Date shall be within thirty (30) days of CWP's payment in full of the Purchase Price and the satisfaction of the other conditions set forth in this Article II, at which time the County will cause the Quitclaim Deed, the Assignment, and the Bill of Sale to be executed, delivered and recorded, and the County Interest shall transfer to and fully vest in CWP.

Section 2.6 Condition of Title; Title Insurance.

2.6.1 Upon the Close of Escrow the County shall convey to CWP title to the County Interest subject only to the Permitted Exceptions.

2.6.2 At the Close of Escrow, the County shall cause the Title Company to deliver to CWP an ALTA Owner's Policy of Title Insurance insuring that title to the County Interest is free and clear of all liens, easements, covenants, conditions, restrictions, and other encumbrances of record except the Permitted Exceptions. CWP may, at its option, obtain one or more extended coverage policies of title insurance, provided that CWP shall pay all additional costs occasioned thereby (such standard or, at CWP's election, extended coverage ALTA Owner's Policy of Title Insurance, the "**Title Policy**").

Section 2.7 Escrow and Title Charges. CWP shall be solely responsible for all title insurance premiums, recording fees, escrow fees and charges arising hereunder, except that the County shall be solely responsible for all documentary and local transfer taxes arising hereunder and for all recording fees and other fees, costs, expenses and charges relating to satisfaction of the Bond Condition pursuant to Section 2.10.3.

Section 2.8 Closing Deposits.

2.8.1 The following obligations of the County and CWP are conditions precedent to the Close of Escrow and shall constitute covenants of each of the Parties:

a. CWP shall deposit the following into Escrow not less than one (1) business day prior to the anticipated Closing Date:

- i Any unpaid portion of the Purchase Price plus any Closing costs payable by CWP pursuant to Section 2.7; and
- ii The Assignment Agreement in substantially the form of Exhibit H attached hereto, authorized and executed by CWP.

b. The County shall deposit the following into Escrow not less than one (1) business day prior to the anticipated Closing Date:

- i Any Closing costs payable by the County pursuant to Section 2.7;
- ii The Quitclaim Deed in substantially the form of Exhibit D attached hereto, authorized and executed by the County, conveying to CWP the County Interest;
- iii The Bill of Sale in substantially the form of Exhibit E attached hereto, authorized and executed by the County;

- iv The Assignment Agreement in substantially the form of Exhibit H attached hereto, authorized and executed by the County;
- v Such proof of the County's authority and authorization to deliver the Quitclaim Deed as the Title Company may reasonably require in order to issue the Title Policy to CWP;
- vi A Certification of Non-Foreign Status in accordance with I.R.C. Section 1445;
- vii Such other affidavits, certificates and indemnities as may be customarily and reasonably required by the Title Company (including Cal 593-C, owners and gap);
- viii The books, records and keys/codes for the Complex, to the extent within the County's possession or control; and
- ix Such additional documents as shall be reasonably required to consummate the transaction contemplated by this Agreement.

Section 2.9 Escrow Holder.

2.9.1 The Escrow Holder is authorized to:

a. Pay and charge CWP and the County, as applicable, for any and all fees, charges and costs payable by CWP or the County, respectively, under this Article II. Before such payments are made, the Escrow Holder shall notify the County and CWP of the fees, charges, and costs necessary to close under the Escrow; and

b. Disburse funds and deliver such instruments, the deed and other documents to the Parties entitled thereto when the County and CWP have fulfilled the conditions of the Escrow. Such funds (excluding Annual Purchase Price Components previously disbursed to the County) and such other documents shall not be disbursed and delivered by the Escrow Holder unless and until it has recorded the Quitclaim Deed and has delivered to CWP the Title Policy.

2.9.2 Any amendment of these escrow instructions shall be in writing and signed by the Parties. At the time of any amendment, the Escrow Holder shall agree to carry out its duties as Escrow Holder under such amendment.

2.9.3 All communications from the Escrow Holder to the Parties shall be directed to the addressees and in the manner established in Section 9.8 of this Agreement for notices, demands and communications between or among the Parties.

2.9.4 The liability of the Escrow Holder under this Agreement is limited to performance of the obligations imposed upon it under this Article II, and any amendments hereto agreed upon by the Escrow Holder.

Section 2.10 Conditions to Closing.

2.10.1 County's Conditions. The County's obligation to convey the County Interest to CWP is conditioned upon fulfillment of each of the following conditions, which are for the County's benefit only, and which may be waived in whole or in part only by the County:

2.10.1.1 Bonds Defeased or Repaid. The Bonds have been defeased or repaid in whole such that the encumbrances on the Complex from the Leases in respect to the Bonds have been removed, as more particularly described in Section 2.10.3.

2.10.1.2 Payment of Purchase Price. The County has received full payment of the Purchase Price.

2.10.1.3 CWP Performance of Obligations. In addition to payment in full of the Purchase Price, CWP shall have performed in all material respects all other obligations under this Agreement to be performed by CWP during the Purchase Term, including the Closing deposits identified in Section 2.8.1a.

2.10.1.4 No Litigation. There is no litigation challenging the County's authority to enter into this Agreement or to convey the County Interest to CWP that has not been finally and unappealably resolved.

2.10.1.5 Representation and Warranties. All representations and warranties of CWP contained in this Agreement shall be true and correct in all material respects as of the Closing Date.

2.10.2 CWP Conditions. CWP's obligation to accept title to the County Interest is conditioned upon fulfillment of each of the following conditions, which are for CWP's benefit only, and which may be waived in whole or in part only by CWP:

2.10.2.1 County Performed All County Obligations. The County shall have performed all of the County's obligations under this Agreement, including the Closing deposits identified in Section 2.8.1b.

2.10.2.2 Bonds Defeased or Repaid. The Bonds shall have been defeased or repaid in whole such that the encumbrances on the Complex from the Leases in respect to the Bonds have been removed, as more particularly described in Section 2.10.3.

2.10.2.3 No Material Change. No material change shall have occurred to the Complex during the Purchase Term.

2.10.2.4 Representation and Warranties. All representations and warranties of the County contained in this Agreement shall be true and correct in all material respects as of the Closing Date.

2.10.2.5 Title Policy. The Title Company is irrevocably committed to issue the Title Policy.

2.10.3 Bond Condition. It shall be a condition to Closing and a covenant obligation of the County under this Agreement to be satisfied prior to the anticipated Closing Date, that the County shall have caused, at no additional cost or expense to CWP (without limiting CWP's obligations pursuant to Section 4.2): (a) the Bonds to be fully defeased, refunded or otherwise redeemed or repaid in full and discharged, including all principal, interest, premiums and penalties; (b) provision to be made for the payment of all other sums payable under all Bond-Related Documents; (c) all Bond-Related Documents to have ceased, terminated and be null and void and any related encumbrances related thereto to have been removed or otherwise terminated, unless otherwise permitted in writing by CWP to remain in effect or encumbering the Complex in the sole and absolute discretion of CWP; and (d) all covenants, agreements and obligations of the JPA, County and City pursuant to any Bonds and Bond-Related Documents to be released, discharged and satisfied. The Parties understand and hereby agree that it may not be possible for, or in the best interests of, the County to convey title to the County Interest to CWP prior to the repayment or defeasance of all of the Bonds and the termination of the Leases. The Parties further recognize and understand that defeasance, refunding or repayment of the Bonds is dependent upon the City's and JPA's cooperation and the City's payment of its share of the Bond obligations. Nothing herein obligates the County to assume or pay the City's obligations pursuant to the Bonds or any of the Bond-Related Documents.

Section 2.11 "As Is" Property Status.

2.11.1 "As Is". CWP acknowledges that, if CWP shall have delivered a Due Diligence Notice electing to proceed with the purchase of the County Interest, then it will have made investigations of the physical and environmental condition of the Complex and the suitability of the Complex for its intended use, and it will have satisfied itself as to such matters and, except as otherwise provided in this Agreement, shall rely solely upon its own investigations with respect to all matters related to the Complex, including, without limitation, the physical or environmental condition of the Complex, or matters related to land use controls, marketability, economic viability or value of the Complex. CWP further acknowledges that, except as provided in this Agreement, (a) no other Party hereto has made, nor shall CWP rely upon, any statements or representations made related to the Complex, (b) all documents and instruments delivered to or made available to CWP by the County have been provided without representation or warranty whatsoever on the part of the County, and (c) CWP has represented to the County and the County has expressed its reliance upon CWP's representation that CWP has or has available to it the expertise properly and fully to investigate all matters related to the physical condition, land use controls, marketability, environmental conditions, endangered species statutes, and viability of the Complex for CWP's intended use. CWP shall accept the Complex in "AS IS" condition without representation or warranty, except as otherwise provided in this Agreement, including without limitation with respect to Pre-Existing Liabilities and Pre-Existing Conditions. Except as otherwise provided in this Agreement, including without limitation with respect to Pre-Existing Liabilities and Pre-Existing Conditions, the County shall not have responsibility to CWP for demolition, site preparation, soils condition, or removing or correcting any subsurface condition or Hazardous Materials condition at the Complex.

CWP agrees that, from and after the date that CWP delivers a Due Diligence Notice electing to proceed with the purchase of the County Interest (the "**Commitment Date**"), except as otherwise provided in this Agreement, including without limitation with respect to Pre-Existing Liabilities and Pre-Existing Conditions, CWP for itself and its agents, affiliates, successors and assigns, hereby RELEASES AND FOREVER DISCHARGES the County Indemnitees from, and waives any right to proceed against the County Indemnitees for any and all rights, claims, and demands at law or in equity relating to the physical, environmental, economic or legal condition of the Complex existing as of the Commitment Date. Such release and discharge shall not apply to any gross negligence, willful misconduct, material misrepresentation, breach or default hereunder by, or to any fraud committed by, the County. Without limiting the foregoing, CWP hereby specifically WAIVES, in connection with the matters released above, the provision of the California Civil Code Section 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

CWP hereby acknowledges that CWP has carefully reviewed this Section and discussed its impact with legal counsel.

CWP Initials

DK

2.11.2 Materiality. CWP acknowledges and agrees that the release by CWP made hereunder for the benefit of the County is a material element of the consideration to the County for the performance of its obligations under this Agreement, and that the County would not have entered into this Agreement without such release.

ARTICLE III. CWP'S OBLIGATIONS PRIOR TO CLOSING

Section 3.1 Payments of Purchase Price. Commencing on the Commitment Date and continuing through the term of this Agreement, CWP shall make payments of the Purchase Price as provided in Section 2.4.

Section 3.2 Payment Assurance. CWP shall within five (5) business days of the Commitment Date provide to the County Payment Assurance in the form of a guaranty or letter of credit providing assurance to the County of CWP's ability to pay the full Purchase Price and the Purchase Term Payments. If the Payment Assurance is in the form of a guaranty, it shall be from an entity with a demonstrated net worth at least 1.25 times the unpaid Purchase Price. CWP shall have the right to substitute guarantors from time to time so long as the replacement guarantor is an entity that meets the above net worth requirement. The form of the guaranty shall be subject to the approval of the County in its reasonable discretion. If the Payment Assurance is in the form of a letter of credit, the letter of credit shall be irrevocable and from a nationally recognized financial institution. The Payment Assurance shall remain in full force and effect for the term of this Agreement until the Purchase Price has been paid in full.

Section 3.3 Commencement of the Purchase Term. The Purchase Term shall commence upon the Commitment Date.

Section 3.4 Indemnification. From and after the Commitment Date and continuing until the earlier of the Closing Date and the date on which this Agreement is terminated, CWP shall indemnify, protect, defend and hold harmless the County Indemnitees from and against any and all Claims arising from or in connection with the Complex and first occurring after the Commitment Date, except to the extent of the County Indemnitees' gross negligence, wrongful acts or omissions, or the County's failure to comply with its obligations hereunder. The foregoing indemnity notwithstanding, CWP shall not be liable for, and shall not indemnify, protect, defend or hold harmless the County or any County Indemnatee against, any liabilities or obligations of the County or Claims (such as lawsuits and pension liabilities and obligations) based on events arising or occurring prior to the Commitment Date, for which the County shall remain solely liable (collectively, "**Pre-Existing Liabilities**"). Additionally, the foregoing indemnity shall not include or pertain to Claims related to (a) Hazardous Materials and/or Hazardous Materials Laws, which are addressed in Section 7.2, or (b) challenges to the County's entering into this Agreement and agreeing to convey the County Interest to CWP, which are addressed in Section 9.6.

Section 3.5 Cooperation Regarding Bond Defeasance. During the Purchase Term, CWP will cooperate, to the extent commercially reasonable and at no additional cost or expense to CWP, with any efforts undertaken by the JPA, the City and the County to voluntarily defease and/or repay or refinance the Bonds or any portion thereof.

Section 3.6 Team Location. During the Purchase Term, CWP will cooperate with the Athletics in the Athletics' efforts, subject to the rights and approval of Major League Baseball and its Commissioner of Baseball and the cooperation of the City, to have the Team remain in Oakland in a venue satisfactory to the Athletics and Major League Baseball. If the Athletics elect to relocate to a venue outside of Oakland during the Purchase Term, then all unpaid Annual Purchase Price Components shall become immediately due and payable to the County within one hundred eighty (180) days of the Athletics' announcement of their relocation out of Oakland; provided, however, that the payment of any unpaid Annual Purchase Price Components pursuant to this Section 3.6 shall not, in and of itself, accelerate the Closing Date; and provided further that if, and solely to the extent, the debt service payments on the Bonds shall be increased solely as a result of the acceleration of the payment of the Annual Purchase Price Component pursuant to this Section 3.6 and, in turn and solely as a result of such increased debt service payments, any Rental Payment under any Lease shall increase, then CWP shall also reimburse the County in an amount sufficient to enable the County to cover such increased Rental Payment (including but not limited to the City's share of such increased Rental Payment to the extent paid by the County).

ARTICLE IV. COUNTY AND CWP'S OBLIGATIONS PRIOR TO DISPOSITION

Section 4.1 Appointments to the JPA. During the Purchase Term, CWP may nominate individuals for the appointment of the two County-appointed non-elected members of the JPA Commission whenever a vacancy or other appointment opportunity arises, provided that

the Board of Supervisors shall retain all discretion to make appointments to the JPA Commission. If the Board of Supervisors rejects a nomination put forth by CWP, CWP may put forth another nomination and this process shall continue until the Board of Supervisors has approved a nomination for any vacant seat or appointment. Without limiting the foregoing, promptly following the Commitment Date, the Board of Supervisors shall take such action (pursuant to Section 4.B of the JPA Agreement) as necessary to create two vacancies on the JPA Commission to be filled in accordance with this Section 4.1. During the Purchase Term, the County shall request the County-appointed members of the JPA Commission to consult with CWP on matters that come before the JPA prior to JPA meetings on such matters, to the extent allowed by California law.

Section 4.2 Rental Payments in Respect of Debt Service on the Bonds.

4.2.1 As between CWP and the County, the County shall be solely responsible for the payment of the County's fifty percent (50%) share of the Base Rental Payments (and Additional Payments attributable to debt service on the Bonds) due under the Master Leases. Such amounts shall not be treated as a County Expense.

4.2.2 Notwithstanding the foregoing, if, and solely to the extent, the debt service payments on the Bonds increase or are accelerated as a result of the Parties entering into this Agreement and/or as a result of the payment of the Purchase Price (whether pursuant to the Schedule of Payments or on an accelerated basis in accordance with this Agreement) and, any Base Rental Payments under any Lease shall increase, CWP shall reimburse to the County the amount of such increased Base Rental Payment paid by the County (including but not limited to the City's share of such increased Base Rental Payment, to the extent paid by the County). Such payments shall be paid by CWP to the County and such payments also shall constitute a Purchase Term Payment. The County shall provide CWP with written notice of any such increase in the Base Rental Payments as soon as the County becomes aware of such increase, together with documentary evidence reasonably satisfactory to CWP that such increase is solely attributable to the Parties entering into this Agreement and/or the payment of the Purchase Price.

4.2.3 The County shall indemnify, defend, protect and hold harmless CWP and its members, officers, managers, employees, agents, and representatives from and against any and all Claims resulting from the County's failure to make (or cause to be made) full and timely its share of the debt service payments (*i.e.*, the related Base Rental Payments and/or Additional Payments under the Master Leases) with respect to the Bonds (including any Claims asserted by any trustee and/or bondholders); this indemnity shall survive the termination of this Agreement and the Closing Date. The County shall not in any way be liable to CWP for any losses, claims, expenses or damages that may occur as a result of the City's failure to pay its share of the Base Rental Payments or Additional Payments to be made in respect to the debt service due on the Bonds, but shall assign to CWP any and all rights the County has to recover such sums from the City pursuant to Section 4.5. This indemnity shall not relieve CWP of its obligation to make any payments to the County required pursuant to Section 4.2.2.

Section 4.3 County Complex Obligations Other than Rental Payments in Respect of Debt Service. As between CWP and the County, during the term of this Agreement, the County shall be solely responsible for the payment to the JPA or any third party of the County's fifty

percent (50%) share of the obligations under the Leases, the JPA Management Agreement, the AEG Management Agreement, and any successor management agreement for all or any part of the Complex, including any financial obligations and liabilities as a partial owner of the Complex.

Section 4.4 CWP Reimbursement for County Complex Obligations Other than Rental Payments in Respect of Debt Service.

4.4.1 Purchase Term Payments. The Parties acknowledge that, during the Purchase Term, CWP shall be the beneficiary of all of the County's share of revenues related to the County Interest with certain exclusions set forth in Section 4.4.4 ("**County Revenues**") and shall be responsible for all of the County's share of expenses related to the County Interest with certain exclusions set forth in Sections 4.4.5 and 4.2.1 ("**County Expenses**"). By way of example, County Revenues shall include the County's share of revenues from Complex parking, concessions, licensee rent, and facilities fees; and County Expenses shall include the County's share of operations costs, management fees, and audit fees. In the event that the County Expenses exceed the County Revenues for any portion of a JPA fiscal year during the Purchase Term, CWP shall make reimbursement payments to the County in accordance with Section 4.4.2 in an amount equal to the difference between the County Revenues and County Expenses (each such reimbursement payment, a "**Purchase Term Payment**").

4.4.2 Payment of Purchase Term Payments. CWP shall reimburse the County in immediately available funds for any Purchase Term Payment within thirty (30) days of receipt of an invoice from the County which invoices shall be no more frequent than biannual. Each such invoice shall provide sufficient detail for CWP to determine the basis for the determination of the Purchase Term Payment and shall be in a form and with such supporting information as the Parties shall mutually agree upon during the Due Diligence Period. The obligation of CWP to pay each Purchase Term Payment to the County shall be an absolute obligation of CWP hereunder, without claim for set-off or adjustment, except as otherwise provided in this Agreement. In the event that County Revenues exceed County Expenses in a JPA fiscal year (or any portion thereof) during the Purchase Term ("**Annual Excess Revenues**"), and such Annual Excess Revenues are distributed to the County by the JPA, the County shall pay such Annual Excess Revenues to CWP within thirty (30) days of the County's receipt of the funds. If the Annual Excess Revenues are not distributed to the County by the JPA and instead either (x) are held in the JPA Reserves (the "**Undistributed Annual Excess Revenues**") and/or (y) are used by the JPA to cover Rental Payments (the "**Repurposed Annual Excess Revenues**"), then the amount of the Undistributed Annual Excess Revenues and Repurposed Annual Excess Revenues shall be credited toward the Annual Purchase Price Component next coming due hereunder or, if the Purchase Price shall have been paid in full, then within thirty (30) days after Closing, the County shall pay to CWP the total aggregate amount of Undistributed Annual Excess Revenues and Repurposed Annual Excess Revenues not credited toward the Purchase Price. If the Annual Excess Revenues are used by the JPA to cover County Expenses in a future year (the "**Applied Annual Excess Revenues**") and reduce the future year's Purchase Term Payment, the County shall have no further obligation with respect to the Applied Annual Excess Revenues.

4.4.3 Purchase Term Payment Audit Rights. CWP shall have the right to audit the County's records regarding the determination of the Purchase Term Payment annually,

provided any such audit shall only be conducted after the completion of the JPA's annual audit. The County shall notify CWP of the completion of the JPA's annual audit within five (5) business days after such audit shall have been completed. CWP shall give the County notice of its election to perform an audit within sixty (60) days of CWP's receipt of the County's notice of the completion of the JPA annual audit; County shall cooperate and shall cause the County's auditor to cooperate, in such audit by CWP. The audit shall be completed within three (3) months of CWP's notice to the County exercising CWP's right of audit, such period to be subject to extension to the extent that delay caused by the County or the County's auditor reasonably prevents CWP's auditor from completing the audit within said three (3) month period. Such audit shall be performed by an independent certified public accounting firm. If the audit reveals that CWP has been overcharged for Purchase Term Payments, then the County shall, at the County's election, either pay CWP the overcharge amount or credit any overcharge against the next payments due from CWP to County under this Agreement; provided that for any post-Closing audit the County shall pay the amount of the overcharge to CWP. If CWP has been undercharged, CWP shall promptly pay to the County the amount of any undercharge. In the event that the audit reveals that a payment or credit is owed by one Party to the other, such payment or credit shall be due and payable within thirty (30) days after receipt of the results of the audit. The audit shall be performed at CWP's sole cost and expense. The results of any audit performed hereunder shall be binding upon both the County and CWP. CWP's rights to audit and either Party's obligation to pay an overcharge or undercharge shall survive the Closing Date or earlier termination of this Agreement.

4.4.4 Exclusions from County Revenues. Notwithstanding anything to the contrary in this Agreement, County Revenues shall not include (i) any revenues received from the Warriors pursuant to the award in the arbitration between the JPA and the Warriors or the appeal of such award; (ii) any revenues related to the Malibu Lot; (iii) any revenues related to the Raiders training facility; (iv) any revenues related to property other than the Complex; (v) the football ticket surcharge revenues deposited in the Public Benefit Fund, (vi) funds deposited in the Public Benefit Fund as a result of cost savings shared with the Oakland Raiders, and (vii) any amounts from the reserves held by the JPA (the "**JPA Reserves**") as of the Commitment Date, all of which shall be the property of the County. All other revenues related to the County Interest in the Complex shall be deemed County Revenues.

4.4.5 Exclusions from County Expenses. Notwithstanding anything to the contrary in this Agreement, County Expenses shall not include (i) any costs, expenses, and/or losses incurred by the County in connection with the award in the arbitration between the JPA and the Warriors or the appeal of such award, including to the extent that such appeal or action relates to or is impacted by this Agreement; (ii) any costs or expenses related to the Malibu Lot; (iii) any obligations to the Oakland Alameda County Coliseum Inc. Employee Pension Fund; (iv) any costs and expenses related to the Raiders training facility; (v) any costs and expenses related to any property other than the Complex; (vi) any costs or expenses related to Pre-Existing Liabilities or Pre-Existing Conditions; and (vii) any costs or expenses related to the Public Benefit Fund.

Section 4.5 Assignment of Rights. The County shall assign to CWP any rights it has against the City, if any, regarding the operations, management, disposition, and/or encumbrance of the Complex and under the Bond-Related Documents. In the event that any portion of a

Purchase Term Payment results from the County's payment of the City's Base Rental or Additional Payment obligations under either or both of the Master Leases, the County shall so advise CWP when submitting its invoice for payment of such Purchase Term Payment and, without limiting the generality of the foregoing, hereby assigns to CWP all of the County's rights, if any, to pursue the City for reimbursement or contribution of the City's Base Rental and/or Additional Payment obligations.

Section 4.6 No Encumbrances. During the term of this Agreement, the County shall not encumber its interest in the Complex (or any portion thereof) or enter into an agreement to sell the County Interest (or any portion thereof) to another party.

Section 4.7 Negotiations. The County shall, to the greatest extent permitted under applicable law, promptly inform CWP of any and all negotiations with the City regarding the disposition of the Complex (or any portion thereof) and defeasance or refunding of the Bonds, as well as of any contemplated extensions or modifications of any lease, license or other agreement affecting the Complex (or any portion thereof). The County shall not agree to any such extension or modification of any such lease, license or other agreement that may (i) create any new, additional or increased obligations or liabilities on CWP under this Agreement or (ii) survive the Closing, in each case unless CWP shall otherwise agree in writing to such extension or modification.

Section 4.8 Compliance; No Document Changes. The County covenants and agrees that, from and after the Effective Date, (a) the County shall comply with all of its obligations under the Bond-Related Documents and the JPA Agreement, and (b) the County shall not modify, amend, renew or expand any of the Bond-Related Documents or the JPA Agreement to, or enter into any new agreements that, create any new, additional or increased obligations or liabilities on the part of the County (or to reduce the rights of the County thereunder), or otherwise cause, authorize or allow any new, additional or increased obligations or liabilities (or reduced rights) on the part of the County, in each case with respect to or in connection with Complex.

Section 4.9 Risk of Loss. In the event of loss or damage to the Complex from a casualty occurring during the Purchase Term, the County shall comply with the provisions of the Bond-Related Documents regarding such events and the application of insurance proceeds with respect thereto. In the event that all or any portion of the Complex is taken by power of eminent domain or condemnation (any such event, a "**Taking**"):

4.9.1.1 De Minimis Taking. If the compensation awarded to the County for such Taking is less than One Hundred Thousand Dollars (\$100,000), the County shall retain such award and apply it to payment of the Additional Payments next coming due under the Master Leases.

4.9.1.2 Minor Taking. If the compensation awarded to the County for such Taking is equal to or greater than One Hundred Thousand Dollars (\$100,000) but does not permanently and materially adversely affect the use of the Complex for its current uses and does not reduce the number of available parking spaces at the Complex by more than ten percent (10%), then the County shall retain such award and the amount of such award shall be credited

toward the Annual Purchase Price Component(s) next coming due, or if no further Annual Purchase Price Components are due, toward the Closing costs payable by CWP hereunder and any Purchase Term Payments next coming due hereunder.

4.9.1.3 Major Taking. If the compensation awarded to the County for such Taking is equal to or greater than One Hundred Thousand Dollars (\$100,000) and the Taking permanently and materially adversely affects the use of the Complex for its current uses and/or reduces the number of available parking spaces at the Complex by more than ten percent (10%), or if the Taking involves all of the Coliseum and/or all of the Arena and/or all of the Complex, then, at CWP's election in its sole discretion by notice given to the County within thirty (30) days after the Taking shall have become effective, CWP may either (x) terminate this Agreement, in which case it shall be as if this Agreement terminated under clause (b) or (c) of Section 8.4, or (y) continue this Agreement in effect, in which case the County shall assign (and deliver, to the extent previously received) to CWP all of the County's right, title and interest in and to the compensation awarded to the County for such Taking.

ARTICLE V. CWP DUE DILIGENCE

Section 5.1 Due Diligence Period. Following the Effective Date, CWP shall have a period of one hundred ninety (190) days as may be extended by mutual agreement of the Parties (the "**Due Diligence Period**"), to notify the County in writing whether CWP approves or disapproves the purchase of the County Interest (the "**Due Diligence Notice**"), provided that in the event of a third-party challenge to the County's authority to enter into this Agreement or to convey the County's Interest that prohibits or suspends the enforceability of this Agreement or CWP's right to conduct or continue due diligence, then the Due Diligence Period shall be tolled during the pendency of such challenge until the challenge is finally and unappealably resolved. During the Due Diligence Period, CWP may review, in its sole and absolute discretion, the Complex Materials (as defined below) and all physical, structural, environmental, economic and legal matters (other than attorney-client privileged or attorney work product matters) relating to the County Interest. If CWP states in the Due Diligence Notice that CWP disapproves of the purchase of the County Interest, then the provisions of Section 5.3 shall apply. If CWP approves of the purchase of the County Interest in the Complex, CWP shall so state in the Due Diligence Notice. If CWP provides the Due Diligence Notice stating that CWP is proceeding with the purchase of the County Interest then the Purchase Term shall commence, and CWP shall commence making Purchase Price payments to the County in accordance with the terms of this Agreement. In the event that CWP fails to give the Due Diligence Notice prior to expiration of the Due Diligence Period, CWP shall be deemed to have disapproved the purchase of the County Interest and this Agreement shall terminate in accordance with Section 5.3 as if CWP had delivered a Due Diligence Notice disapproving the purchase of the County Interest, and the Deposit minus the Non-Refundable Deposit shall be returned to CWP.

Section 5.2 Due Diligence Investigations. During the Due Diligence Period, CWP shall have the right, but not the obligation; (i) to conduct such independent investigations as CWP deems reasonably necessary or appropriate concerning the County Interest, (ii) to conduct customary engineering tests, environmental reviews, soils tests, surveys and inspections regarding the County Interest, provided that CWP shall repair any damage to the Complex

caused by the testing, once such work is complete. Notwithstanding the foregoing, if CWP desires to do any Phase II environmental testing or any other testing which would be invasive to the Complex or any destructive testing of the structures located at the Complex, or damage the improvements installed thereon, CWP shall provide the County with prior written notice of the same and an opportunity to review and approve of such testing in its reasonable discretion. The cost of all such inspections, test and studies shall be borne by CWP. CWP acknowledges and understands that the County Interest consists of an undivided one-half tenancy-in-common interest in the Complex and that the City is the owner of the other one-half tenancy-in-common interest in the Complex. The County makes no representations regarding CWP's authority to conduct any activities in, on, or around the Complex without the consent of the City, the JPA and as applicable, the other parties to the Leases and Licenses.

Section 5.3 Right to Terminate During Due Diligence. If CWP, upon investigation of the Complex as provided above, does not wish to proceed with the purchase of the County Interest, then CWP may terminate this Agreement and cancel the Escrow by delivering to the County, prior to expiration of the Due Diligence Period, the Due Diligence Notice specifying CWP's intent to terminate this Agreement. If CWP so terminates this Agreement, (i) the County shall be entitled to retain the Non-Refundable Deposit as liquidated damages; (ii) the Deposit minus the Non-Refundable Deposit shall be returned to CWP; and (iii) this Agreement shall terminate and neither Party shall have any further obligation or responsibility hereunder or liability of any nature or amount whatsoever to the other Party hereunder except as to CWP's indemnification obligations set forth in Sections 5.4 and 9.6 and any other obligations in this Agreement that are specified to survive the termination hereof and which commenced prior to the Commitment Date.

Section 5.4 Right of Entry. Subject to the conditions stated in this Section 5.4 and Section 5.2, the County hereby grants to CWP and its employees, consultants, agents and contractors, upon three (3) business day's advance written notice to the County, the right to enter upon the Complex during the Due Diligence Period and, following the Commitment Date, if any, at any time during the Purchase Term upon the request of CWP and with the prior consent of the County, for the purpose of conducting feasibility studies and physical examinations of the Complex, provided that CWP indemnifies, defends, protects and holds the County Indemnitees and the JPA free and harmless from all loss or liability to the extent caused by such activities of CWP, its employees, consultants, agents and contractors, upon the Complex and from all mechanics', materialmen's and other liens resulting from any such conduct, including but not limited to any claim from the City as a co-owner of the Complex, and as applicable, any other parties to the Leases and the Licenses, related to CWP's entry onto the Complex pursuant to this Right of Entry. The foregoing indemnity, defense, protection and hold harmless obligations do not apply to (a) any Claim to the extent arising from or related to the gross negligence, willful misconduct, material misrepresentation, breach or default hereunder by, or to any fraud committed by the County, its agents or representatives or the JPA, (b) any diminution in the value of the Complex or Claim arising from or relating to matters discovered by CWP during its investigation of the Complex, or (c) any latent defects in the Complex or existing condition (including any Pre-Existing Condition) discovered by CWP. CWP shall provide the County with evidence of \$2,000,000 liability insurance naming the County and the JPA as additional insureds prior to entering the Complex pursuant to this right of entry. CWP shall not permit any liens to attach to the Complex by reason of the exercise of CWP's rights herein. CWP shall, at its sole

cost and expense, fully repair any damage to the extent caused solely by its inspections, tests or studies at the Complex and restore the Complex to substantially the same condition that existed before any of CWP's inspections, tests or studies, provided that CWP shall have no obligation (1) to repair any damage to the extent caused by the gross negligence, willful misconduct, material representation, breach or default hereunder by or to any fraud committed by the County or its agents or representatives or the JPA, (2) to remediate, contain, abate or control any latent defects in the Complex or pre-existing condition of the Complex (including any Pre-Existing Condition) that existed prior to CWP's entry on the Complex except to the extent exacerbated by CWP's actions (which shall not include discovery of the condition). CWP's indemnification obligations under this Section 5.4 shall survive the termination of this Agreement. CWP shall be solely responsible for coordinating any such entry with the JPA, AEG MO or any other parties to the Licenses and Leases, and the County shall cooperate with CWP in such coordination.

Section 5.5 Complex Materials. Within thirty (30) days of the Effective Date, the County shall provide CWP with a copy (or access to such documents and the ability to make copies) of the documents listed on Exhibit F hereto ("**Complex Materials**") to the extent such materials exist and are within the possession or control of the County. CWP acknowledges that except as expressly provided in Article VI below, the County has not made any representation or warranty of any nature concerning the factual accuracy of any documents delivered or made available for inspection by the County to CWP, including, without limitation, the Complex Materials. As to the Complex Materials, CWP specifically acknowledges that certain of such Complex Materials have been prepared by third parties with whom CWP has no privity, may be subject to change, may contain errors, mistakes and omissions, and are provided solely as a courtesy to CWP. CWP acknowledges and agrees that, except as expressly provided in Article VI below, no warranty or representation, express or implied, has been made, nor shall any be deemed to have been made, to CWP with respect thereto, including any right of CWP to rely on same, either by the County or by any third parties who prepared the same.

Section 5.6 Natural Hazard Disclosure Act. Within thirty (30) days after the Effective Date, the County will cause the Escrow Holder to deliver a report to CWP ("**Natural Hazards Disclosure Report**") disclosing those areas identified as natural hazards in the Natural Hazard Disclosure Act, California Government Code Sections 8589.3, 8589.4, and 51183.5, and California Public Resources Code Sections 2621.9, 2694, and 4136, and any successor statutes or laws ("**Natural Hazard Areas**"). CWP acknowledges that the County will not and did not prepare the Natural Hazards Disclosure Report. CWP further acknowledges and agrees that the matters set forth in the Natural Hazards Disclosure Report may change on or prior to the Close of Escrow and that County shall have no obligation to update, modify, or supplement such documents.

ARTICLE VI. REPRESENTATIONS AND WARRANTIES

Section 6.1 Representations and Warranties of CWP. CWP hereby represents and warrants to the County, which representations and warranties are true and correct as of the Effective Date and shall be true and correct as of the Closing Date:

6.1.1 CWP has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby and the parties executing this Agreement are authorized to bind CWP;

6.1.2 CWP is a validly formed limited liability company and is authorized to do business in California;

6.1.3 This Agreement and all documents required hereby to be executed by CWP are, and shall be, valid, legally binding obligations of and enforceable against CWP in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally;

6.1.4 There is no action, suit, or proceeding at law or in equity or by or before any Governmental Authority now pending, or, to the knowledge of CWP, threatened against or affecting CWP, which, if adversely determined, would materially impair the right of CWP to execute or perform its obligations under this Agreement or any documents required hereby to be executed by CWP;

6.1.5 Neither the execution and delivery of this Agreement and documents referenced herein, nor the incurrence of the obligations set forth herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this Agreement and the documents referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreements or instruments to which CWP are a party;

6.1.6 To CWP's knowledge, neither CWP nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom United States persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities; and

6.1.7 No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending or, to CWP's knowledge, threatened against CWP or the entity providing the Payment Assurances, nor are any of such proceedings contemplated by CWP or, to CWP's knowledge, the entity providing the Payment Assurance.

Whenever a statement concerning factual matters herein is qualified by the phrase "to CWP's knowledge" or similar words, it is intended to indicate that no information that would give David Kaval, D'Lonra Ellis or Lydia Tan, CWP's primary representatives in the negotiation

of this Agreement, current actual knowledge of the inaccuracy of such factual statements has come to such person's attention, without any obligation to make any inquiry regarding such matters.

Section 6.2 Representations and Warranties of the County. The County hereby represents and warrants to CWP, which representations and warranties are true and correct as of the Effective Date and shall be true and correct as of the Closing Date:

6.2.1 Organization and Authority. The County has been duly formed and is validly existing under the laws of the State of California. The County has the full right and authority to enter into this Agreement and to transfer all of the County Interest and to consummate or cause to be consummated the transaction contemplated by this Agreement. The person signing this Agreement on behalf of the County is authorized to do so;

6.2.2 OFAC. To the County's knowledge, neither the County, the Board of Supervisors, the County's elected and appointed officers, officials, nor any of their respective employees, representatives or agents is, nor prior to the Closing Date or the earlier termination of this Agreement, will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated Blocked Persons List) or under any U.S. statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism) or other governmental action and is not and prior to Closing or the earlier termination of this Agreement will not engage in any dealings or transactions with or be otherwise associated with such persons or entities;

6.2.3 Pending Actions. Except for the actions and proceedings set forth on Exhibit I attached to this Agreement, there is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending, or to the County's knowledge, threatened against the County which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the transaction contemplated by this Agreement. Except as set forth on Exhibit I, there is no litigation which has been filed against the County that arises out of the ownership of the County Interest and would materially affect the County Interest or use of the Complex, or the County's ability to perform any of its obligations hereunder;

6.2.4 Operating Agreements. Other than the Leases, the JPA Management Agreement, the REA and the JPA Agreement, to the County's knowledge, there are no agreements affecting, pertaining to or related to the Complex, or any portion thereof, to which the County is a party;

6.2.5 Lease Brokerage. The County is not party to any agreements with brokers providing for the payment from and after the Closing Date by the County of leasing or other similar commissions or fees for procuring tenants or licensees with respect to the Complex;

6.2.6 Condemnation. The County has received no written notice of any condemnation proceedings relating to the Complex or the County Interest or any portion of either;

6.2.7 Title. Prior to each of the Effective Date and the Closing Date, as applicable, (a) the County has not conveyed the County Interest, or any right, title, or interest therein or portion thereof, to any person other than CWP, and (b) except for Permitted Encumbrances and any exceptions shown on a title report obtained no later than 30 days prior to the Effective Date and the Closing Date, as applicable, the County Interest is free from encumbrances done, made or suffered by the County or any Person;

6.2.8 No Consents Required. No consent, approval or other authorization of, or registration, declaration or filing with, any Governmental Authority is required for the due execution and delivery of this Agreement and/or any of the documents to be executed by the County hereunder, or for the performance by or the validity or enforceability thereof against the County, other than the recording or filing for recordation of the Memorandum of DA and the Quitclaim Deed;

6.2.9 Authorization. This Agreement has been, and on the Closing Date, all documents to be executed by the County hereunder will have been, duly authorized, executed and delivered by the County, and constitute and will constitute the valid and binding obligations of the County enforceable against it in accordance with their respective terms;

6.2.10 No Violations. The execution and delivery of this Agreement, and all other documents to be executed by the County hereunder, compliance with the provisions hereof and thereof and the consummation of the transactions contemplated hereunder and thereunder will not result in (a) a breach or violation of (i) any governmental requirement applicable to the County or the Complex or the County Interest now in effect; (ii) any judgment, order or decree of any Governmental Authority binding upon the County; or (iii) any agreement or instrument to which the County is a party or by which it is bound (including the Leases); (b) the acceleration of any obligation of the County; or (c) the creation of any lien, encumbrance or other matter affecting title (other than the Permitted Encumbrances) to the County Interest;

6.2.11 Rezoning. The County has no knowledge of any pending or threatened proceeding for the rezoning of the Complex or any portion thereof, or the taking of any other action by any Governmental Authority that would have an adverse or material impact on the value of the Complex or use thereof;

6.2.12 Leases. The County has not received any notice of any breach or default, and to the County's knowledge no breach or default currently exists, under any of the Leases; and to the County's knowledge there has been no interference with the beneficial use or occupancy of the Complex or any portion thereof that would give rise to an abatement of the Base Rental Payments under either of the Master Leases;

6.2.13 Hazardous Materials. Without limiting the generality of any of the foregoing representation and warranties,

6.2.13.1 To the County's knowledge, the Complex has complied with all Hazardous Materials Laws;

6.2.13.2 To the County's knowledge, all tenants, licensees and operators of the Complex have obtained and maintained in full force and effect, and are in material compliance with, all permits, approvals, licenses, authorizations, consents, waivers, exemptions, orders, variances or certificates of or by any Governmental Authority that are required pursuant to Hazardous Materials Laws for the ownership, occupation, use and operation of the Complex;

6.2.13.3 To the County's knowledge, no Hazardous Materials have been Released or have otherwise come to be located at, in, on, from, to or under the Complex, other than the use and storage of Ordinary Course HazMats in compliance with all Hazardous Materials Laws;

6.2.13.4 To the County's knowledge neither County, nor any tenant, licensee or operator of the Complex, has generated, used, treated, stored, Released, transported or arranged for transportation or disposal of any Hazardous Material at, in, on, from, to or under the Complex except in compliance with Hazardous Materials Laws, in a manner and quantity reasonably necessary for the conduct of their business and as would not reasonably be expected to result in the assertion of any Claim;

6.2.13.5 To the County's knowledge neither County, nor any tenant, licensee or operator of the Complex, has received any notice of alleged, actual or potential responsibility or liability for, or any inquiry or investigation regarding: (1) violation of any Hazardous Materials Laws, including without limitation any permits or approvals issued pursuant thereto; (2) the presence, Release, use, handling, treatment, storage, processing, generation, distribution, transportation, emission, disposal or discharge of any Hazardous Materials at, in, on, from, to or under the Complex; or (3) injury or damage to any person, property or natural resource as a result of exposure to or the presence, Release, use, handling, treatment, storage, processing, generation, distribution, transportation, emission, disposal or discharge of any Hazardous Materials at, in, on, from, to or under the Complex;

6.2.13.6 To the County's knowledge, the County has provided or otherwise made available to CWP all environmental audits, reports, permits, data and assessments concerning the Complex that are in its possession, custody or control; and

6.2.14 Reserves. The unaudited amount of the JPA Reserves held by the JPA as of June 30, 2019 is approximately Thirty-Three Million Six Hundred Fifty-Eight Thousand Three Hundred Forty-Eight Dollars (\$33,658,348).

Whenever a statement concerning factual matters herein is qualified by the phrase "to the County's knowledge" or similar words, it is intended to indicate that no information that would give Andrea Weddle, Aki Nakao or Patrick O'Connell, the County's primary representatives in the negotiation of this Agreement, current actual knowledge of the inaccuracy of such factual statements has come to such person's attention without any obligation to make any inquiry regarding such matters.

Section 6.3 Survival of Representations and Warranties. The representations and warranties set forth in Section 6.1 and 6.2 above shall survive the Close of Escrow for a period of one (1) year.

ARTICLE VII. USES OF THE COMPLEX DURING TERM OF AGREEMENT

Section 7.1 Maintenance of the Complex. From the Effective Date until the Closing Date or earlier termination of this Agreement, the County shall not take any action that would cause, or otherwise authorize or permit, the JPA to cease to operate and maintain the Complex in a manner generally consistent with, or better than, the manner in which the JPA has operated and maintained the Complex prior to the Effective Date and in compliance with all applicable laws.

Section 7.2 Hazardous Materials.

7.2.1 Certain Covenants and Agreements.

a. The County shall not knowingly permit any portion of the Complex to be a site for the Release, presence, generation, use, handling, treatment, storage, processing, distribution, transportation, emission, discharge, or disposal of Hazardous Materials or otherwise knowingly permit Hazardous Materials or the Release thereof at, in, on, from, to or under the Complex in violation of, or that would require reporting to a Governmental Authority, or investigation, removal or remediation under, any Hazardous Materials Law; provided that for purposes of this Section 7.2.1.a, the term "Hazardous Materials" shall not include: office supply products or janitorial supply products customarily used in the maintenance, rehabilitation, or ordinary use of the Complex and commonly sold by hardware or home improvement stores, and which are used, stored, disposed of and transported in accordance with all applicable Hazardous Materials Laws (collectively, "**Ordinary Course HazMats**"). The County shall use commercially reasonable efforts to cause the JPA to keep and maintain the Complex and each portion thereof in compliance with (including effecting any investigation, mitigation, removal or remediation required under), and shall not cause or permit the Complex or any portion thereof to be used or operated in violation of, any Hazardous Materials Laws.

b. During the Term of this Agreement, upon a Party receiving actual knowledge of the same, such Party (in the context, the "**Reporting Party**") shall immediately advise the other Party (in this context, the "**Non-Reporting Party**") in writing of: (A) any and all investigation, enforcement, cleanup, removal or other governmental or regulatory inquiries or actions instituted, completed or threatened against the Complex pursuant to any applicable Hazardous Materials Laws; (B) any and all Claims made or threatened by any third party against the Reporting Party or the Complex resulting from or related to any Hazardous Materials or Hazardous Materials Laws (the matters set forth in the foregoing clause (A) and this clause (B) are hereinafter referred to as "**Hazardous Materials Claims**"); (C) the presence of any Hazardous Materials at, in, on, from, to or under the Complex in such quantities which require reporting to a Governmental Authority; or (D) the Reporting Party's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Complex that is subject to Hazardous Materials Claims, or to be otherwise subject to any effect on the ownership, occupancy or use of the Complex under any Hazardous Materials Laws. If CWP during the

Term of this Agreement reasonably determines that the County is not adequately responding to a Hazardous Materials Claim, CWP shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any such Hazardous Materials Claims and to have its reasonable attorney's fees and costs in connection therewith paid by the County.

7.2.2 CWP's Indemnity of the County. CWP hereby agrees that, from and after the Closing Date, CWP shall indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to the County) the County Indemnitees from and against any and all Claims imposed upon or incurred by or asserted against any one or more of the County Indemnitees by a third party to the extent arising or resulting from or based on the presence, generation, use, handling, treatment, storage, processing, distribution, transportation, emission, discharge or disposal, or other Release of any Hazardous Material at, in, on, from, to or under the Complex that first occurs after the Closing Date and does not result from and is not related to (a) a Pre-Existing Condition, including migration of a Pre-Existing Condition, (a "**New Condition**") or (b) the acts or omissions of the County, including (i) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to any such New Condition, (ii) any lawsuit brought or threatened, settlement reached, or government hearing, investigation, inquiry, proceeding or order relating to any such New Condition, and (iii) enforcement of compliance with, or the existence of any violation of Hazardous Materials Laws based upon or in any way related to any such New Condition. The obligations under this Section 7.2.2 shall survive the Closing Date.

7.2.3 County's Indemnity of CWP. The County agrees that, from and after the Commitment Date, the County shall protect, indemnify, defend (by counsel reasonably satisfactory to CWP) and hold harmless CWP and CWP's Affiliates, including their respective, members, officers, managers, employees, agents and representatives of each of them, and their respective successors and assigns (collectively, the "**CWP Parties**") from and against any and all Claims imposed upon or incurred by or asserted against any one or more of the CWP Parties by a third party by reason of (a) any Pre-Existing Condition, including (i) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to any such Pre-Existing Condition; (ii) any lawsuit brought or threatened, settlement reached, or government hearing, investigation, inquiry, proceeding or order relating to any such Pre-Existing Condition; and (iii) enforcement of compliance with, or the existence of any violation of Hazardous Materials Laws based upon or in any way related to any such Pre-Existing Condition; (b) any violations of Hazardous Materials Laws by the County or any of its agents, employees, contractors, subcontractors, tenants, licensees, guests or invitees; and (c) any breach of the County's representations and warranties made in Section 6.2.13. The obligations under this Section 7.2.3 shall survive the Closing Date or the early termination of this Agreement.

Section 7.3 Mechanics' Liens. CWP shall indemnify the County and hold the County harmless against and defend the County in any proceeding related to any mechanic's lien, stop notice or other claim brought by a subcontractor, laborer or material supplier who alleges having supplied labor or materials to or for the benefit of CWP. The County shall indemnify CWP and hold CWP harmless against and defend CWP in any proceeding related to any mechanic's lien, stop notice or other claim brought by a subcontractor, laborer or material supplier who alleges

having supplied labor or materials to or for the benefit of the County. This indemnity obligation shall survive the termination of this Agreement.

ARTICLE VIII. EVENTS OF DEFAULT, REMEDIES AND TERMINATION

Section 8.1 Application of Remedies. This Article VIII shall govern the Parties' remedies for breach or failure of performance under this Agreement.

Section 8.2 Fault of County.

8.2.1 Each of the following events, if uncured after expiration of the applicable cure period, shall constitute a "**County Event of Default**" and a basis for CWP to take action against the County:

a. The County fails during the term of this Agreement to make any payments to the JPA necessary to pay its portion of the Base Rental Payment or any other payment in respect of the County Expense when due or within any applicable grace period, but not including any portion of the Base Rental Payment or County Expenses required to be paid by the City.

b. The County breaches or fails to comply with or perform any of its other covenants and obligations under this Agreement.

c. Any representation in Section 6.2 of this Agreement proves to have been incorrect in a material and adverse respect when made.

d. CWP has satisfied the closing conditions contained in Section 2.8.1a and the County fails to satisfy the closing conditions contained in Section 2.8.1b by the Closing Date and such failure is not cured within ten (10) Business Days after CWP and/or the Title Company delivers notice of such failure to the County.

Upon the happening of an event described in this Section 8.2.1, CWP shall first notify the County in writing of its purported breach or failure, and the County shall have sixty (60) days from receipt of such notice to cure such breach or failure, or if a cure is not possible within sixty (60) days, to begin such cure and diligently prosecute such cure to completion. If the County does not cure within such period, and no party has instituted dispute resolution pursuant to Section 8.5 with respect to such breach or failure, then the event shall constitute a "County Event of Default" and CWP shall be entitled to any rights afforded it in law or in equity or under this Agreement, including by taking any or all of the following remedies: (1) seeking mandamus or specific performance of this Agreement; (2) terminating this Agreement by written notice to the County, in which event (i) the County shall return to CWP the aggregate of all payments made by CWP to the County (including, without limitation, all installments of the Purchase Price and all Purchase Term Payments net of any payments made by the County to CWP pursuant to Section 4.44), other than the Deposit, through the date of termination, (ii) at the County's request following County's return of CWP's payments pursuant to the foregoing clause (i), CWP shall execute and deliver to the County a release of the Memorandum of DA in recordable form, and (iii) this Agreement shall terminate and both

Parties shall be relieved of and released from any further liability hereunder other than any obligations that are expressly stated to survive termination, and provided further that in the event of such termination, CWP shall have no indemnification obligations under Section 9.6 subsequent to such termination; (3) curing the County Event of Default and offsetting the cost of such cure against the installments of the Purchase Price and/or Purchase Term Payments next coming due hereunder, providing reasonable evidence of such cost of cure to the County; or (4) seeking any other remedy available at law or in equity. Notwithstanding the above, CWP shall, prior to pursuing any other remedy, first seek mandamus or specific performance of this Agreement and only if such remedy is unsuccessful will CWP be entitled to pursue any other remedy including terminating this Agreement and seeking return of the payments made by CWP to the County.

Section 8.3 Fault of CWP.

8.3.1 Each of the following events, if uncured after expiration of the applicable cure period, shall constitute a "**CWP Event of Default**":

- a. CWP fails to make any payment of any component of the Purchase Price required pursuant to the terms of this Agreement.
- b. CWP fails to make any Purchase Term Payment required pursuant to Section 4.4 of this Agreement.
- c. Any bankruptcy, insolvency or similar proceeding shall be filed by or against CWP or the entity providing the Payment Assurance pursuant to Section 3.2, and such proceeding shall not be dismissed within one hundred eighty (180) days.
- d. CWP breaches any other material provision of this Agreement.

8.3.2 Upon the happening of any event described in Section 8.3.1, the County shall first notify in writing CWP of CWP's purported breach or failure. CWP shall have sixty (60) days from receipt of such notice (thirty (30) days with respect to an event described in clause (a) or (b) of Section 8.3.1) to cure such breach or failure or, if a cure is not possible within sixty (60) days, to begin such cure and to thereafter diligently prosecute such cure to completion. If CWP does not cure the breach or failure within the periods set forth above and no party has instituted dispute resolution pursuant to Section 8.5 with respect to such breach or failure, then the event shall constitute a "**CWP Event of Default**" and the County shall be afforded all of the following rights and remedies:

a. Termination With Liquidated Damages. THE COUNTY SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT BY WRITTEN NOTICE TO CWP (IN WHICH EVENT THIS AGREEMENT SHALL TERMINATE AND BOTH PARTIES SHALL BE RELIEVED OF AND RELEASED FROM ANY FURTHER LIABILITY HEREUNDER EXCEPT AS HEREINAFTER PROVIDED) AND RETAIN ALL OF THE PAYMENTS MADE BY CWP PURSUANT TO THIS AGREEMENT AS LIQUIDATED DAMAGES. THE PARTIES HAVE AGREED THAT THE COUNTY'S ACTUAL DAMAGES WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES

ACKNOWLEDGE THAT THE SUM OF THE PAYMENTS PREVIOUSLY MADE BY CWP HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF THE COUNTY'S DAMAGES AND AS THE COUNTY'S SOLE AND EXCLUSIVE REMEDY AGAINST CWP, AT LAW OR IN EQUITY, AS A RESULT OF A CWP EVENT OF DEFAULT IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, AND THE COUNTY, AS THE COUNTY'S SOLE AND EXCLUSIVE REMEDY, IS ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF THE PAYMENTS PREVIOUSLY MADE BY CWP. THE COUNTY WILL BE DEEMED TO HAVE WAIVED ALL OTHER CLAIMS FOR DAMAGES OR RELIEF AT LAW OR IN EQUITY INCLUDING ANY RIGHTS THE COUNTY MAY HAVE PURSUANT TO SECTION 1680 OR SECTION 3389 OF THE CALIFORNIA CIVIL CODE RELATING TO THE CWP EVENT OF DEFAULT RESULTING IN ESCROW NOT CLOSING AS PROVIDED UNDER THIS AGREEMENT; HOWEVER, THIS SECTION SHALL NOT LIMIT THE COUNTY'S RIGHTS TO RECEIVE REIMBURSEMENT FOR ITS ATTORNEYS' FEES IN AN ACTION TO ENFORCE THIS PROVISION, NOR WAIVE THE COUNTY'S RIGHTS TO RECOVER ANY FUNDS RECEIVED BY CWP IN ACCORDANCE WITH SECTION 4.4.2 NOR WAIVE OR AFFECT ANY OBLIGATIONS UNDER THIS AGREEMENT THAT ARE EXPRESSLY STATED TO SURVIVE TERMINATION OF THIS AGREEMENT. THE PAYMENT AND RETENTION OF SUCH AMOUNT IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO THE COUNTY PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677.

INITIALS:

COUNTY

RW

CWP

DK

Upon the occurrence of a CWP Event of Default, the County shall be entitled to record such documents as are necessary to extinguish any interest that CWP has to the County Interest and CWP shall cooperate in executing any such documents including but not limited to a quitclaim deed and a release of the Memorandum of DA.

Section 8.4 No Fault Termination. In the event that (a) this Agreement or the County's right to convey the County Interest to CWP is challenged by a third party and such challenge is successful and final or either of the County or CWP elects not to pursue defense of such challenge, or (b) a default exists under any of the Bond-Related Documents that results, in whole or in part, from the County's failure to assume or pay the City's obligations under or pursuant to the Bond-Related Documents that impedes the defeasance, refunding or repayment of the Bonds, or (c) the Close of Escrow does not occur within thirty (30) days after CWP's payment in full of the Purchase Price (other than as a result of acceleration of the payment of the Purchase Price pursuant to Section 3.6; and, in the case of such acceleration, within thirty (30) days after the date on which CWP otherwise would have paid the Purchase Price in full pursuant to the terms of this Agreement) due to the failure of a condition in Article II to be satisfied that does not constitute a breach or failure by either Party to comply with or perform any of its covenants and obligations under this Agreement, then, in the case of clause (a) this Agreement automatically shall terminate, and in the case of clause (b) or clause (c), at the election of CWP upon written notice to the County, this Agreement shall terminate, and in case of any such termination, both Parties shall be relieved of and released from any further liability hereunder

other than any obligations that are expressly stated to survive termination and except that (i) the County shall retain the Deposit, (ii) the County shall return to CWP the aggregate of all payments made by CWP to the County (including, without limitation, all installments of the Purchase Price and all Purchase Term Payments net of any payments made by the County to CWP pursuant to Section 4.4.2), other than the Deposit, through the date of termination; and (iii) if the termination results from a challenge described in clause (a), CWP shall be responsible for paying any damage or penalties assessed against either the County or CWP resulting from such challenge, provided that CWP shall have the right, to the extent permitted under law, to contest any such damages and penalties so assessed, and the County shall cooperate with CWP, at no cost or expense to the County, in such contest.

Section 8.5 Default Dispute. If one Party shall deliver a notice of default or failure to perform to the other Party (the "**Alleged Defaulter**") and the Alleged Defaulter does not agree that a default or failure has occurred, the Alleged Defaulter shall initiate dispute resolution pursuant to Section 8.8.1 within the time period for cure prescribed for the default alleged by the first Party; provided that the right to dispute resolution shall not pertain to a failure under Section 8.2.1d. If an Alleged Defaulter timely initiates dispute resolution to dispute an alleged default, no event of default shall arise and the other Party shall have no default remedies unless and until it is determined in judicial reference that a default exists and the defaulting party thereafter fails to cure such default within the applicable cure period (which period shall commence as of the date that the referee renders its determination).

Section 8.6 Rights and Remedies Cumulative. Except as otherwise provided herein, the rights and remedies of the Parties are cumulative, and the exercise or failure to exercise any right or remedy shall not preclude the exercise, at the same time or different times, of any right or remedy for the same default or any other default.

Section 8.7 No Personal Liability. Except as specifically provided herein to the contrary, no representative of the County shall be personally liable to CWP, or any successor in interest of CWP, in the event of any County Event of Default or for any amount which may become due from the County, as the case may be, or any successor in interest, on any obligation of the County under the terms of this Agreement; and no representative, member, manager, officer, agent or employee of CWP shall be personally liable to the County, or any successor-in-interest to the County, in the event of any CWP Event of Default or for any amount which may become due from CWP, as the case may be, or any successor in interest, on any obligation of CWP under the terms of this Agreement.

Section 8.8 Dispute Resolution; Legal Actions.

8.8.1 Informal Resolution. If any dispute arises between the Parties in connection with this Agreement, the Parties shall attempt to resolve the dispute in accordance with this Agreement prior to judicial reference or formal court action. Within fifteen (15) business days after written notice of the dispute by either Party to the other (a "**Dispute Notice**"), the Parties shall first meet and confer in good faith to resolve the matter between themselves. Each Party shall make all reasonable efforts to provide to the other Party or Parties all information relevant to the dispute, to the end that both Parties will have appropriate and adequate information to resolve the dispute.

8.8.2 Mediation. In the event that a dispute arises between the Parties in connection with this Agreement, and such dispute is not resolved pursuant to the informal resolution described in Section 8.8.1, then before resorting to any other legal remedy, the Parties hereto shall attempt in good faith to resolve any such controversy or claim by mediation conducted by a mediator, or a panel of mediators of a size appropriate to the scope of the dispute (but not exceeding three (3) in any event), in accordance with the Commercial Mediation Rules of the American Arbitration Association.

8.8.3 Judicial Reference. If a dispute between the Parties in connection with this Agreement is not resolved pursuant to the procedures described in Sections 8.8.1 and 8.8.2 and either Party to this Agreement thereafter commences a lawsuit regarding such dispute, all the issues in such-action, whether of fact or law, shall be resolved by judicial reference pursuant to the provisions of California Code of Civil Procedure Sections 638 and 641 through 645.1. The Parties shall cooperate in good faith to ensure that all necessary and appropriate parties are included in the judicial reference proceeding. The following shall apply to any such proceedings:

a. The proceeding shall be brought and held in Alameda County, unless the Parties agree to an alternative venue.

b. The Parties shall use the procedures adopted by JAMS/ENDISPUTE ("**JAMS**") for judicial reference and selection of a referee (or any other entity offering judicial reference dispute resolution procedures as may be mutually acceptable to the Parties).

c. The referee must be a retired judge or a licensed attorney with substantial experience in relevant real estate matters.

d. The Parties to the litigation shall agree upon a single referee who shall have the power to try any and all of the issues raised, whether of fact or of law, which may be pertinent to the matters in dispute, and to issue a statement of decision thereon. Any dispute regarding the selection of the referee shall be resolved by JAMS or the entity providing the reference services, or, if no entity is involved, by the court in accordance with California Code of Civil Procedure Sections 638 and 640.

e. The referee shall be authorized to provide all remedies available in law or equity appropriate under the circumstances of the controversy, other than punitive damages.

f. The referee may require one or more pre-hearing conferences.

g. The Parties shall be entitled to discovery, and the referee shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge.

h. A stenographic record of the trial shall be made, provided that the record shall remain confidential except as may be necessary for post-hearing motions and any appeals.

i. The referee's statement of decision shall contain findings of fact and conclusions of law to the extent applicable.

j. The referee shall have the authority to rule on all post-hearing motions in the same manner as a trial judge.

k. The Parties shall promptly and diligently cooperate with each other and the referee and perform such acts, as may be necessary for an expeditious resolution of the dispute.

l. The costs of such proceeding, including the fees of a referee, shall be borne equally by the Parties to the dispute.

m. The statement of decision of the referee upon all of the issues considered by the referee shall be binding upon the Parties, and upon filing of the statement of decision with the clerk of the court, or with the judge where there is no clerk, judgment may be entered thereon. The decision of the referee shall be appealable as if rendered by the court. This provision shall in no way be construed to limit any valid cause of action which may be brought by any of the Parties. The Parties acknowledge and accept that they are waiving their right to a jury trial.

8.8.4 No Consequential Damages. Whenever either Party may seek or claim damages against the other Party, neither Party shall seek, nor shall there be awarded or granted by any court, arbitrator, or other adjudicator, any incidental, punitive or consequential damages arising out of this Agreement or the exercise of its rights hereunder, including lost profits arising from or relating to any breach of this Agreement.

8.8.5 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

Section 8.9 Inaction Not a Waiver of Default. Except as expressly provided in this Agreement to the contrary, any failures or delays by either Party in asserting any of its rights and remedies as to any default shall not operate as waiver of any default or of any such rights or remedies, or deprive any such Party of its rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

ARTICLE IX. GENERAL PROVISIONS

Section 9.1 Insurance. The Parties acknowledge that the property, liability and worker's compensation insurance maintained for the Complex currently is secured pursuant to the AEG Management Agreement, with coverage that complies with the requirements of the Leases. The County will cooperate with the JPA in the JPA's efforts to maintain insurance on the Complex at least sufficient to comply with the Leases during the Purchase Term and the County shall use commercially reasonable efforts to cause the JPA to arrange with AEG MO (or any successor management company retained to manage the Complex) to have CWP named as an additional insured under such insurance policies during the Purchase Term.

Section 9.2 Construction. The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto.

Section 9.3 Interpretation. In this Agreement the neuter gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "party" include corporation, partnership, firm, trust, or association where ever the context so requires. Unless the context of this Agreement clearly requires otherwise: (i) "or" is not exclusive; and (ii) "includes" and "including" are not limiting. Any titles of the articles, sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any part of this Agreement.

Section 9.4 Excused Delay; Extension of Times of Performance. In addition to the specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or nonperformance are due to war; insurrection; strikes; lock-outs; riots; floods; earthquake; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; unusually severe weather which prevents, limits, retards or hinders the ability to perform; initiatives, referenda, litigation or administrative proceedings challenging this Agreement; acts of another party (other than an Affiliate of such Party); acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of the County shall not excuse performance by the County); or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform (any of the foregoing, an "**Excused Delay**"). An extension of time for any such cause shall only be for the period of the Excused Delay, which period shall commence to run from the time of the commencement of the cause. In no event shall any extension of time for a single event of an Excused Delay exceed one hundred eighty (180) days, after which the Party not claiming the Excused Delay may terminate this Agreement in which case it shall be as if this Agreement terminated under clause (b) or (c) of Section 8.4. If, however, notice by the Party claiming such extension is sent to the other Parties more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by the Parties.

Section 9.5 Indemnification Procedures.

9.5.1 Notice of Indemnification Claim. If an Indemnitee is entitled to indemnification under this Agreement (an "**Indemnification Claim**"), Indemnitor shall not be obligated to indemnify such Indemnitee unless and until the Indemnitee provides written notice to Indemnitor reasonably promptly after such Indemnitee has actual knowledge of the facts or circumstances on which such Indemnification Claim is based, describing in reasonable detail such facts and circumstances with respect to such Indemnification Claim (the "**Indemnification Claim Notice**"). Indemnitee shall not be entitled to indemnification to the extent Indemnitee's failure to promptly notify Indemnitor in accordance with this Section 9.5.1 materially increases the amount of damages or losses incurred in respect of such indemnification obligation of Indemnitor.

9.5.2 Term of Indemnity. The term of the indemnities provided by an Indemnitor in favor of an Indemnatee in this Agreement will commence on the Commitment Date (except with respect to Sections 5.4, 7.2.3, and 9.6, which shall commence as of the Effective Date and except with respect to Section 7.2.2, which shall commence as of the Closing Date) and continue until the date that is one (1) month after the date any action covered by such indemnity against Indemnatee is barred by the applicable statute of limitations, except that the indemnity in Section 3.4 shall expire as provided therein.

9.5.3 Selection of Counsel. Indemnitor shall select counsel reasonably acceptable to an Indemnatee. Counsel to Indemnitor's insurance carrier shall be deemed satisfactory. Even though Indemnitor shall defend the action, an Indemnatee may, at its option and its own expense, engage separate counsel to advise it regarding the claim and its defense. Such counsel may attend all proceedings and meetings. Indemnitor's counsel shall actively consult with an Indemnatee's counsel. Indemnitor and its counsel shall, however, fully control the defense.

9.5.4 Cooperation. An Indemnatee shall reasonably cooperate with Indemnitor's defense, provided Indemnitor reimburses Indemnatee's actual reasonable out of pocket expenses (including legal costs) in providing such cooperation.

9.5.5 Settlement. Indemnitor may, with an Indemnatee's consent, not to be unreasonably withheld, delayed or conditioned, settle the Claim, provided that an Indemnatee's consent shall not be required for any settlement by which: (w) Indemnitor procures (by payment, settlement, or otherwise) a full release of such Indemnatee by which such Indemnatee need not make any payment to the claimant; (x) neither such Indemnatee nor Indemnitor on behalf of such Indemnatee admits liability; (y) the continued effectiveness of this Agreement is not jeopardized in any way; and (z) the Indemnatee's interest in the Complex (if any) is not jeopardized in any way.

9.5.6 Insurance Proceeds. Indemnitor's obligations shall be reduced by net insurance proceeds an Indemnatee actually receives (or that is actually paid on behalf of such Indemnatee) for the matter giving rise to indemnification. An Indemnatee must use all commercially reasonable efforts to recover and receive (or have paid on its behalf) any and all insurance proceeds to which the Indemnatee is entitled with respect to a matter giving rise to indemnification.

9.5.7 Power of Attorney. In the event that Indemnitor is required under this Agreement to indemnify an Indemnatee for damages or other losses caused by a third party, for which such Indemnatee would be entitled to bring an action against such third party, the Indemnatee will appoint Indemnitor as such Indemnatee's true and lawful attorney-in-fact to prosecute all actions and proceedings in connection with such damages or losses against such third party. This power of attorney is a power coupled with an interest and cannot be revoked by an Indemnatee. While Indemnitor will not be obligated to do so, Indemnitor will have the power and authority, exercised in its sole discretion, including full power of substitution to prosecute all actions and proceedings in connection with such damages or losses.

Section 9.6 Challenges to Agreement. CWP hereby agrees to defend (with counsel approved by the County), indemnify, protect and hold harmless the County Indemnitees from any costs, losses, damages, claims including reasonable attorneys' fees and costs, resulting from (x) any challenges brought by any third parties to the County's authority to enter into this Agreement or to convey the County Interest, and (y) any challenges brought against the County by any third parties during the Due Diligence Period and prior to the Commitment Date alleging that the County's entry into this Agreement adversely affects or violates the Coliseum Bonds or the trust indenture related thereto. In the event of any such third-party challenge, the Parties shall meet and confer on the defense of such litigation; and CWP may elect, with the prior approval of the County, in lieu of defending (or continuing to defend) against such third-party challenge, to terminate this Agreement to render such challenge moot, in which event it shall be as if this Agreement terminated under clause (b) or (c) of Section 8.4, provided that if, with respect to a challenge pursuant to clause (y) of this Section 9.6, the County shall elect to terminate this Agreement pursuant to Section 2.3, then the County shall only retain the Non-Refundable Deposit and the balance of the Deposit shall be returned to CWP in accordance with Section 2.3.

Section 9.7 Time of the Essence. Time is of the essence of this Agreement, subject to Excused Delays.

Section 9.8 Notices, Demands and Communications Between the Parties. All notices, requests, demands and other communications given or required to be given hereunder shall be in writing and personally delivered or sent by United States, first-class, registered mail, return receipt requested, or sent by nationally recognized courier service, such as Federal Express. The Parties may deliver notice to each other by electronic mail, provided that such electronic mail notice is followed within forty-eight (48) hours by any type of notice otherwise provided for in this paragraph. Any notice shall be duly addressed to the Parties as follows:

TO "County":
County of Alameda
1221 Oak Street
Oakland, California 94612
Attn: County Administrator
CountyAdministrator@ACGOV.org

With a Copy to:
County Counsel
1221 Oak Street, #450
Oakland, California 94612
Attn: County Counsel

TO "CWP":
Coliseum Way Partners LLC
55 Harrison Street, Suite 300
Oakland, California 94607
Attention: General Counsel
Legal-Notices@Athletics.com

With a Copy to:
Latham & Watkins LLP
355 S. Grand Avenue, Suite 100

Los Angeles, California 90071-1560
Attention: Kim N. A. Boras, Esq.
kim.boras@lw.com

Delivery of any notice of or other communication hereunder shall be deemed made on the date of actual delivery thereof to the address of the addressee, if personally delivered, and on the date indicated in the return receipt or courier's records as the date of delivery or as the date of first attempted delivery, if sent by mail or courier service. Any notice sent by email shall be deemed to be received as of the receipt of such email by a Party, provided that such email notice is followed up within forty-eight (48) hours by any type of notice otherwise provided for in this paragraph. Any Party may change its address for purposes of this Agreement by giving notice to the other Parties as herein provided.

Section 9.9 Amendments to This Agreement. CWP and the County agree to mutually consider reasonable requests for amendments to this Agreement, which may be made by either of the Parties hereto or upon advice of bond counsel or other counsel, provided such requests are consistent with this Agreement and would not substantially alter the basic business terms included herein. All amendments must be in writing and executed by all Parties to be effective. Clarifying, interpretive and implementing addenda to this Agreement may be mutually entered into by the County Administrator and CWP from time to time without the need for approval by the Board of Supervisors.

Section 9.10 Conflicts of Interest. No officer, director, member, official or employee of the County shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement that is prohibited by law.

Section 9.11 Attorneys' Fees. If any Party brings an action to enforce the terms hereof or declare its rights hereunder, the prevailing Party in any such action shall be entitled to its reasonable attorneys' fees to be paid by the losing Party or Parties as fixed by the court. If either the County or CWP, without fault, is made a Party to any litigation instituted by or against the other Party or Parties, such other Party or Parties shall defend it against and save it harmless from all costs and expenses including reasonable attorney's fees incurred in connection with such litigation.

Section 9.12 Approvals by the County and CWP. Unless expressly provided herein to the contrary, wherever this Agreement requires the County or CWP to approve or consent to any contract, document, plan, proposal, specification, drawing or other matter, such approval shall not unreasonably be withheld, delayed or conditioned.

Section 9.13 Entire Agreement, Waivers and Amendments. This Agreement is executed in duplicate counterpart originals, each of which is deemed to be an original. This Agreement, together with all attachments and exhibits hereto, constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties, whether written or oral, with respect to all or any part of the subject matter hereof. Each Party acknowledges and represents that it is relying on no representations by the other Parties other than those expressly set forth, or referred to, in this

Agreement. Any waiver, extension or modification of any provision of this Agreement must be in writing and signed by the Party to be charged.

Section 9.14 Severability. Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected hereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

Section 9.15 Relationship. The relationship of the Parties under this Agreement is purely that of independent parties acting at arms' length in good faith for their mutual benefit, and no relationship of partnership, joint venture, co-ownership, principal and agent or otherwise is intended or shall be construed or inferred.

Section 9.16 Assignment. CWP shall not assign this Agreement without the consent of the County, which may be withheld in its sole and absolute discretion, except that CWP may assign this Agreement, without the consent of, but with notice to, the County, to a Person that Controls, or is Controlled by or under common Control with CWP. Prior to assignment of this Agreement, CWP shall provide the County with written notice of the intent to assign as well as information demonstrating that the proposed assignment is permitted under this Section 9.16 without the County's consent.

Section 9.17 Binding Upon Successors; Covenants to Run with Land. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, and assigns of each of the Parties. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any successor, heir, administrator, executor, successor, or assign of such Party who has acquired an interest in compliance with the terms of this Agreement or under law.

Section 9.18 Further Assurances. Each Party agrees that it will execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other Party, and at the cost and expense of such other Party, to consummate the transaction contemplated by this Agreement. The provisions of this Section 9.18 shall survive Closing.

Section 9.19 Electronic Signatures. In order to expedite the transaction contemplated herein, .pdf or other forms of electronic signatures may be used in place of original signatures on this Agreement or any document delivered pursuant hereto (other than documents that will be submitted for recording). Each of the County and CWP intends to be bound by the .pdf or other electronic signatures on such documents, are aware that the other Party will rely on the such signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

Section 9.20 No Third Party Beneficiaries. Except as expressly set forth herein, nothing contained in this Agreement is intended to or shall be deemed to confer upon any person,

other than the Parties and their respective permitted successors and assigns, any rights or remedies hereunder.

Section 9.21 Recordation. Concurrently with the mutual execution of this Agreement, the Parties shall execute the Memorandum of DA. Escrow Agent shall submit the Memorandum of DA for recording immediately after the Commitment Date as described in Section 2.5.2. This Agreement shall not be recorded.

Section 9.22 Exhibits. All exhibits attached to this Agreement are incorporated herein by reference.


Section 9.23 Date of Performance. If the date on which any performance required hereunder is other than a business day, then such performance shall be required as of the following business day.

Section 9.24 Assessment of County Interest. CWP agrees that it shall not challenge or contest the County Assessor's initial assessment of the value of County's Interest as a result of CWP's acquisition of the County's Interest provided that the value is consistent with the Purchase Price for the County Interest and provided further that CWP shall have all rights provided to it under law to challenge or contest the value after the initial assessment.

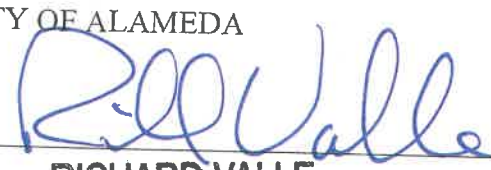
[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

"CWP": COLISEUM WAY PARTNERS LLC, a Delaware limited liability company


By: 
Name: David Kaval
Its: President

"COUNTY": COUNTY OF ALAMEDA

By: 
Name: RICHARD VALLE
Its: _____
PRESIDENT OF THE BOARD OF SUPERVISORS
OF ALAMEDA COUNTY, CALIFORNIA

APPROVED AS TO FORM

Donna R. Ziegler, County Counsel

By: 
Name: ANDREA WEDDLE
Title: CHIEF ASSISTANT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

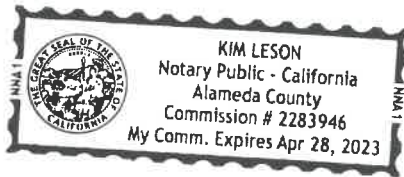
State of California)

County of Alameda)On December 19, 2019 before me, Kim Leson, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared David Kaval
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

EXHIBIT A

COMPLEX LEGAL DESCRIPTION

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

Parcels 1 and 2, Parcel Map 7000, filed August 1, 1996, Book 223 of Parcel Maps, Page 84, Alameda County Records.

APN: 041-3901-008-00 (Parcel 1, P.M. 7000) and 041-3901-009-00 (Parcel 2, P.M. 7000)

EXHIBIT B

MALIBU LOT LEGAL DESCRIPTION

8000 South Coliseum Way, Oakland, CA 94621

The land referred to in this Report is situated in the County of Alameda, City of Oakland, State of California, and is described as follows:

PARCEL 1:

Beginning at the Southeastern corner of the 2.087 acre parcel of land described in the Deed to Pacific Gas and Electric Company, recorded April 10, 1943, in Book 4359, Page 167, Instrument No. QQ/16860, Alameda County Records; running thence along the Northeastern line thereof North 29° 28' 14" West 190.34 feet to the Southern line of Collins Drive, as described in the Deed to the City of Oakland, recorded August 6, 1965, on Reel 1569, Image 850, Alameda County Records; thence along the last named line and along the Southern line of the Parcel of land described in the Quitclaim Deed to the City of Oakland, recorded August 6, 1965, on Reel 1569, Image 854, Alameda County Records, North 81° 28' 27" West 9.12 feet to the Western line of said City of Oakland Parcel, 1569 Official Records 854 thence along said Western line North 0° 06' 10" West 14.66 feet to the Northeastern line of said Pacific Gas and Electric Company Parcel; thence along the last named line North 29° 28' 14" West to the Southern line of the Parcel of land described as Parcel 1 in the Deed to Coliseum Associates, recorded March 4, 1965, on Reel 1449, Image 420, Alameda County Records; thence along said Southern line South 81° 28' 27" East 29.65 feet to the western line of the Parcel of land described in the Deed to Beneficial Standard Life Insurance Company, recorded September 17 1962, on Reel 679, Image 161, Alameda County Records; thence along the last named line North 0° 06' 10" West 957.79 feet to the Northwestern line of Parcel 1 of said Coliseum Associates Parcel; thence along said Northwestern line of said Pacific Gas and Electric Company Parcel and along the Northwestern line of Parcel 2 of said Coliseum Associates Parcel, South 50° 56' 5" West 826.75 feet to the Northeastern line of South Coliseum Way, as said line is described in the Deed to the City of Oakland, recorded September 13, 1966, on Reel 1840, Image 10, Alameda County Records, thence along the last named line, as follows: South 1° 07' 42" East 85.64 feet; South 49° 08' 07" East 338.18 feet; Southeasterly on the arc of a tangent curve to the right with a radius of 2036.14 feet, through a central angle of 5° 00' 00", an arc distance of 177.59 feet; South 44° 08' 07" East 293.08 feet and Southeasterly on the arc of a tangent curve to the left with a radius of 314.02 feet, through a central angle of 0° 37' 15", an arc distance of 3.40 feet to the Southern line of Parcel 2 of said Coliseum Associates Parcel; thence along said Southern line and along the Southern line of said Pacific Gas and Electric Company Parcel, South 81° 28' 27" East 154.12 feet to the point of beginning.

Excepting therefrom, that portion thereof described in the Deed to Alameda County Flood Control and Water Conservation District, recorded June 4, 1971, Instrument 67929, Alameda County Records.

PARCEL 2:

Beginning at the intersection of the Southern line of the Parcel of land described as Parcel 1 in the Deed to Coliseum Association, a Co-Partnership, recorded March 4, 1965, on Reel 1449, Image 420, Instrument NO. AX/29877, Alameda County Records, with the Northeastern line of the parcel of land described in the Deed to Pacific Gas and Electric Company, recorded April 10, 1943, in Book 4359 of Official Records, Page 167; running thence along the last named line South 29° 28' 14" East to the Western line of the Parcel of land described in the Deed to the City of Oakland, recorded August 6, 1965, on Reel 1569, Image 852, Instrument No. AX/109554, Alameda County Records, thence along said Western line North 0° 06' 10" West 46.03 feet to the Southern line of said Coliseum Associates Parcel; thence along the last named line North 81° 28' 27" West 28.64 feet to the point of beginning.

APN: 042-4328-001-24

EXHIBIT C

SCHEDULE OF PAYMENTS

<i>Commitment Date</i>	<i>\$10 Million¹</i>
<i>January 31, 2021</i>	<i>\$10 Million</i>
<i>January 31, 2022</i>	<i>\$10 Million</i>
<i>January 31, 2023</i>	<i>\$10 Million</i>
<i>January 31, 2024</i>	<i>\$15 Million</i>
<i>February 7, 2025</i>	<i>\$15 Million</i>
<i>January 31, 2026</i>	<i>\$15 Million</i>

¹ Inclusive of the Deposit. The actual payment will be \$5 million, as the County will already have received the Deposit.

EXHIBIT D

FORM OF QUITCLAIM DEED

RECORDING REQUESTED BY

County of Alameda

**WHEN RECORDED MAIL
DOCUMENT AND TAX STATEMENT
TO:**

Coliseum Way Partners LLC
55 Harrison Street, Suite 300
Oakland, California 94607

**No fee for recording pursuant to
Government Code Section 27383**

APNs: 041-3901-008-0 and 041-3901-009-00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S):

Documentary Transfer Tax is \$ _____; City Transfer Tax is \$ _____

- ☐ Computed on full value of property conveyed, or
- ☐ Computed on full value less value of liens and/or encumbrances remaining at time of sale,
- ☐ Unincorporated Area
- ☐ City of Oakland

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
the County of Alameda, a body corporate and politic and legal subdivision of the
State ("County")

DOES HEREBY REMISE, RELEASE, AND FOREVER QUITCLAIM all right, title, and
interest the County has in that certain real property in the City of Oakland, County of Alameda,
State of California, described in the attached Exhibit A and incorporated by reference herein to
Coliseum Way Partners LLC, a Delaware limited liability company.

IN WITNESS WHEREOF, the County hereto has executed this Quitclaim Deed as of this
_____ day of _____, 20__.

COUNTY:

COUNTY OF ALAMEDA

By: _____

Name: _____

Its: _____

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Name: _____
Notary Public

Exhibit A

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

Parcels 1 and 2, Parcel Map 7000, filed August 1, 1996, Book 223 of Parcel Maps, Page 84, Alameda County Records.

APN: 041-3901-008-00 (Parcel 1, P.M. 7000) and 041-3901-009-00 (Parcel 2, P.M. 7000)

EXHIBIT E
FORM OF BILL OF SALE

Bill of Sale and Omnibus Agreement

THIS BILL OF SALE AND OMNIBUS AGREEMENT (this "Agreement") is made as of the [____] day of [____], 20[____] by and between the COUNTY OF ALAMEDA, a body corporate and politic and legal subdivision of the State ("Seller"), and COLISEUM WAY PARTNERS LLC, a California limited liability company ("Buyer").

RECITALS

WHEREAS, this Agreement is executed and delivered pursuant to Section 2.5.3 of that certain Disposition Agreement (as the same may have been amended, the "Disposition Agreement") dated as of December ____, 2019 by and between Seller and Buyer in which Seller, among other things, agreed to convey and sell and Buyer agreed to purchase, among other things, Seller's undivided one-half fee interest in, and undivided one-half fee interest in the improvements located on, the real property described in Exhibit A attached hereto (the "Real Property"); and

WHEREAS, Seller is the owner and/or beneficiary (in whole or as to an undivided one-half interest) of certain contractors', subcontractors', suppliers', materialmen's and builders' and other guaranties and warranties of workmanship and/or materials relating to the Property (collectively, the "Warranties and Guaranties"); and

WHEREAS, Seller is the owner and/or beneficiary (in whole or as to an undivided one-half interest) of certain licenses, permits, certificates of occupancy and franchises relating to the Property (collectively, the "Permits");

WHEREAS, Seller is the owner and/or beneficiary (in whole or as to an undivided one-half interest) of certain other tangible and intangible property and service contracts relating to the Real Property; and

WHEREAS, all capitalized terms that are used but not defined herein shall have the same meanings ascribed to such terms in the Disposition Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Assignment and Assumption. For good and valuable consideration Seller hereby sells, assigns and conveys to Buyer, and Buyer hereby accepts:

(a) Personal Property. All right, title and interest of Seller in and to all personal property now (and to the extent) owned by Seller and used in connection with the operation, ownership, maintenance, management, or occupancy of the Real Property, including, without limitation, all equipment, machinery, heating, ventilating and air conditioning units, furniture, art work, furnishings, trade fixtures, pylons and other signs situated on or at the Real Property, stadium and arena equipment and supplies, site plans, surveys, manuals and instruction manuals, and, whether stored on- or off-site, all tools and maintenance equipment, supplies and construction and finish materials not yet incorporated in the Improvements but held for repairs and replacements; and

(b) Intangible Property. All right, title and interest of Seller in and to all intangible property now (and to the extent) owned by Seller and used in connection with the operation, ownership, maintenance, management, or occupancy of the Real Property, including, without limitation, any and all trade names and trade marks associated with the Real Property; the plans and specifications for the improvements relating to the Real Property, including as-built plans; the Warranties and Guaranties, indemnities and claims against third parties; contract rights related to the construction, operation, repair, renovation, ownership or management of the Real Property that are expressly assumed by Buyer pursuant to the Disposition Agreement; the Permits (to the extent assignable) and all other existing permits, approvals and licenses (to the extent assignable) pending permit or approval applications; insurance proceeds and condemnation awards to the extent provided in the Disposition Agreement; and books and records relating to the Real Property.

2. Counterparts; Facsimile. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by facsimile or email counterparts of the signature pages which shall be deemed original signatures for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered as of the day and year set forth above.

SELLER:

COUNTY OF ALAMEDA

By: _____
Name: _____
Title: _____

BUYER:

COLISEUM WAY PARTNERS LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Exhibit A
to Bill of Sale and Omnibus Agreement

Description of the Real Property

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

Parcels 1 and 2, Parcel Map 7000, filed August 1, 1996, Book 223 of Parcel Maps, Page 84, Alameda County Records.

APN: 041-3901-008-00 (Parcel 1, P.M. 7000) and 041-3901-009-00 (Parcel 2, P.M. 7000)

EXHIBIT F

COMPLEX MATERIALS

1. Financial Reporting for the Complex (e.g., income/expense statements showing all sources of revenue and expense, including, without limitation, revenues from concerts, events, rental fees, concessions and parking, and direct expenses of Oakland Raider games, concerts and events (staffing, security, parking, etc.))
2. Operating and Capital Expense Budgets for the Complex (Historical (for five prior years) and Financial Projections), including operating expenses for administrative, utilities, event management, marketing, cleaning and maintenance, security, engineering, operations, and other overhead; and capital renovations and improvements, deferred maintenance, and future major capital projects
3. Insurance and Accounting Records for the Complex
4. Prior Soils, Geology, Structural and Engineering Reports; Groundwater and Surface Water Reports; Indoor-Air or Other Environmental Media Reports; Biota Reports; Cultural Remains Reports; Historic Resources Analyses and Reports; Building Materials Reports, in each case for the Complex (or any portion thereof)
5. Unrecorded Agreements Affecting the Complex
6. Certificates of Occupancy and Other Entitlements for the Complex, including Permits, Licenses and Other Approvals from Governmental Authorities
7. Design and As-Built Drawings and Specification for the Complex
8. Records of Past Renovations to the Complex
9. Records of Repairs Performed to the Complex between January 1, 2017 and December 31, 2019
10. Any Forward-Looking Maintenance, Repair and/or Renovation Plans Developed or Recommended by AEG for the Complex
11. The Amended and Restated Operating Agreement Between the JPA and Oakland-Alameda County Coliseum, Inc. (including all amendments, supplements, assignments and other modifications (collectively, the "Modifications"))
12. The Exhibits to the Master Agreement Among the City of Oakland, Alameda County, Oakland-Alameda County Coliseum, Inc., Oakland-Alameda County Coliseum Financing Corporation, the JPA and the Raiders
13. The Operating License Between Oakland-Alameda County Coliseum, Inc. and the Raiders (including all supplements, including the seventh supplement extending the Raiders right to use the Coliseum for the 2019-2020 football season)

14. The Stadium Capital Improvement License and Design and Construction Coordination Agreement between Oakland-Alameda County Coliseum, Inc. and the Raiders (as modified)

15. The Visiting Team Share Agreement (as modified)

16. The Arbitration Decision Regarding the Golden State Warriors and Their Obligations to the JPA Under the Oakland-Alameda County Coliseum Arena License Agreement (including the San Francisco Superior Court Decision, now on appeal)

17. The Naming Rights Agreement with RingCentral, LLC for the Stadium

18. The Licenses between the JPA and New Cingular Wireless

19. Agreement with Crown Castle

20. Grant of Reciprocal Easements and Declaration of Covenants and Restrictions for the OAC Coliseum among the City, the County and the Authority.

EXHIBIT G

FORM OF MEMORANDUM OF DA

Recording Requested by and
When Recorded, Return to:

Latham & Watkins LLP
335 South Grand Avenue
Los Angeles, CA 90071-1560
Attention: Kim N. A. Boras

(Space above this line for Recorder's use)

MEMORANDUM OF DISPOSITION AGREEMENT

This MEMORANDUM OF DISPOSITION AGREEMENT ("**Memorandum**"), is executed as of [____], 2020, (the "**Effective Date**") by and between the **COUNTY OF ALAMEDA**, a body corporate and politic and legal subdivision of the State (the "**County**"), and **COLISEUM WAY PARTNERS LLC**, a Delaware limited liability company ("**CWP**").

WITNESSETH:

WHEREAS, the County is the owner of a fifty percent (50%) tenancy-in-common fee interest in that certain real property located in the County of Alameda, State of California, more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "**Property**");

WHEREAS, pursuant to that certain Disposition Agreement dated as of December [____], 2019, between CWP and the County (the "**Disposition Agreement**"), the County has agreed to convey to CWP, and CWP has agreed to acquire from the County, the County's interest in the Property; and

WHEREAS, the County and CWP wish to record this Memorandum in order to give constructive notice of CWP's interest in the Property;

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and CWP hereby agree as follows:

1. The County has agreed to sell to CWP, and CWP has agreed to purchase from the County, the County's interest in the Property upon the terms, covenants and conditions set forth in the Disposition Agreement, which Disposition Agreement is by this reference incorporated herein and made a part hereof as fully as if set forth herein at length, and the Disposition Agreement and this Memorandum shall be deemed to constitute a single instrument or document.

2. This Memorandum is being made and entered into solely for the purpose of providing notice to all purchasers, lessees, transferees, mortgagees, lenders, assignees, creditors and others who may acquire the Property or any portion thereof or any interest therein of the existence of the Disposition Agreement and the terms, conditions, provisions and covenants contained therein. This Memorandum is prepared for recordation purposes only, and it in no way modifies the terms, conditions, provisions and covenants of the Disposition Agreement. In the event of any inconsistency between the terms, conditions, provisions and covenants of this Memorandum and the Disposition Agreement, the terms, conditions and covenants of the Disposition Agreement shall prevail.

3. This Memorandum may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature and acknowledgment pages may be detached from counterparts to form one original instrument which may be recorded.

4. If the Disposition Agreement is amended or supplemented by written instrument executed by the parties in interest, then without any further act or instrument whatsoever, this Memorandum shall likewise and to the same effect be deemed amended or supplemented.

[Remainder of page intentionally left blank - signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of the Effective Date.

COUNTY:

COUNTY OF ALAMEDA,
a body corporate and politic and legal
subdivision of the State

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

Donna R. Ziegler, County Counsel

By: _____

Name: _____

Title: _____

CWP:

COLISEUM WAY PARTNERS LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

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

State of California)

)

County of Alameda)

On December __, 2019, before me, _____, a Notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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

State of California)

)

County of Alameda)

On December __, 2019, before me, _____, a Notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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

State of California)

)

County of Alameda)

On December __, 2019, before me, _____, a Notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

The Premises

LEGAL DESCRIPTION

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

Parcels 1 and 2, Parcel Map 7000, filed August 1, 1996, Book 223 of Parcel Maps, Page 84, Alameda County Records.

APN: 041-3901-008-00 (Parcel 1, P.M. 7000) and 041-3901-009-00 (Parcel 2, P.M. 7000)

EXHIBIT H

FORM OF ASSIGNMENT AGREEMENT

ASSIGNMENT OF INTANGIBLES

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS AND INTANGIBLES (the "Assignment") is made as of [____], 20[___] between the COUNTY OF ALAMEDA, a body corporate and politic and legal subdivision of the State ("Assignor"), and COLISEUM WAY PARTNERS LLC, a Delaware limited liability company ("Assignee").

Assignor is the owner of a fifty percent (50%) tenancy-in-common fee interest in that certain real property located in the County of Alameda, State of California, more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property"). Assignor hereby assigns, transfers, sets over and conveys to Assignee all of Assignor's right, title and interest, to the extent assignable, in, to and under any and all of the following:

- (i) the leases of any portion of the Property listed on Schedule I;
- (ii) the contracts and agreements related to the Property (the "Contracts") listed on Schedule II;
- (iii) all existing warranties and guaranties (express or implied) issued to Assignor in connection with the improvements located on or at the Property; and
- (iv) all existing applications, requests for assignment, permits, licenses, approvals and authorizations issued by any governmental authority in connection with the Property.

All items described in (i), (ii), (iii) and (iv) above are hereinafter collectively referred to as "Intangible Property."

Assignee does hereby assume and agree to perform all of Assignor's obligations under the Intangible Property accruing from and after the date hereof. Assignee agrees to indemnify, protect, defend and hold Assignor harmless from and against any and all liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees) directly or indirectly arising out of or related to any breach or default in Assignee's obligations hereunder. Assignor shall remain liable for all of Assignor's obligations under the Intangible Property accruing prior to the date hereof except to the extent that Assignee has assumed such obligation pursuant to that certain Disposition Agreement between Assignor and Assignee dated December ____, 2019. Assignor agrees to indemnify, protect, defend and hold Assignee harmless from and against any and all liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees) directly or indirectly arising out of or related to any breach or default in Assignor's obligations hereunder.

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.

This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Assignor and Assignee have each executed this Assignment as of the date first written above.

ASSIGNOR:

COUNTY OF ALAMEDA,
a body corporate and politic and legal subdivision
of the State

By: _____
Name: _____
Its: _____

ASSIGNEE:

COLISEUM WAY PARTNERS LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A
LEGAL DESCRIPTION

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

Parcels 1 and 2, Parcel Map 7000, filed August 1, 1996, Book 223 of Parcel Maps, Page 84,
Alameda County Records.

APN: 041-3901-008-00 (Parcel 1, P.M. 7000) and 041-3901-009-00 (Parcel 2, P.M. 7000)

SCHEDULE I
LEASES

SCHEDULE II
CONTRACTS

EXHIBIT I

PENDING AND THREATENED ACTIONS

Salvator Bimbo v. Anschutz Entertainment Group, Inc., et al., Alameda Superior Court Case No. RG17863995

Alex Arcila, et al. v. Oakland Alameda County Coliseum Authority, et al., Alameda Superior Court Case No. RG19006263

Daniel Chasse v. Oakland Alameda County Coliseum Authority, et al., Alameda Superior Court Case No. HG1901354



Memorandum

OFFICE OF THE COUNTY COUNSEL

DONNA R. ZIEGLER
COUNTY COUNSEL

DATE: July 2, 2020

TO: Anika Campbell-Belton, Clerk
Board of Supervisors, **QIC 20102**

FROM: Andrea L. Weddle, Chief Assistant County Counsel
Office of the County Counsel, **QIC 20104** *A. Weddle*

SUBJECT: Disposition Agreement with Coliseum Way Partners; No Adverse Effect Opinion

Enclosed for your file is a counterpart original of a bond counsel opinion and attached Purchase Price Allocation Report, as required by Section 2.3 of the Disposition Agreement between the County and Coliseum Way Partners. Please include this document in your records for File 30306 (December 23, 2019, Item 1).

May 22, 2020

To: County of Alameda
Oakland, California

Re: **\$122,815,000 Oakland–Alameda County Coliseum Authority Lease Revenue Bonds
(Oakland Coliseum Project) 2012 Refunding Series A**

We have served as bond counsel to our client, the County of Alameda, California (the “County”), and not as counsel to any other person in connection with the authorization by the County of the execution and delivery of that certain Disposition Agreement, dated and effective December 23, 2019 (the “Disposition Agreement”), between the County and Coliseum Way Partners LLC, a Delaware limited liability company (the “Purchaser”). Pursuant to the Disposition Agreement, the County, among other things, has agreed to sell to the Purchaser, and the Purchaser, among other things, has agreed to purchase from the County for the purchase price described in, and upon the other terms and conditions set forth in, the Disposition Agreement, the County’s undivided one-half interest (the “County Interest”), as a tenant-in-common with the City of Oakland, California (the “City”), in the Oakland-Alameda County Coliseum Complex (the “Complex”), as further described in the Disposition Agreement. The Complex includes the Oakland-Alameda County Coliseum (the “Coliseum”), the Oakland-Alameda County Arena (formerly known as Oracle Arena) (the “Arena”), associated land and certain adjacent parking lots. The transactions undertaken by the County under and pursuant to the Disposition Agreement are referred to collectively in this letter as the “Action.” Capitalized terms not otherwise defined in this letter are used as defined in the Disposition Agreement and (to the extent not defined in the Disposition Agreement) in the herein-defined Trust Agreement.

The County and the City are members of a joint powers authority, the Oakland-Alameda County Coliseum Authority (the “Authority”), which is governed by and subject to that certain Amended and Restated Joint Exercise of Powers Agreement by and between the County and the City, dated as of December 17, 1996 (as supplemented and amended, the “JPA Agreement”). Pursuant to the JPA Agreement, applicable California Law, and that certain Trust Agreement between the Authority and The Bank of New York Mellon Trust Company, N.A. (the “Bond Trustee”), as originally dated as of August 1, 1995 and as supplemented and amended, including by the Second Supplemental Trust Agreement, dated as of May 1, 2012, by and between the Authority and the Bond Trustee (the “Trust Agreement”), the Authority has issued, and there are currently outstanding, certain maturities of the \$122,815,000 Oakland-Alameda County Coliseum Authority Lease Revenue Bonds (Oakland Coliseum Project) 2012 Refunding Series A (the “Coliseum Bonds”), which Coliseum Bonds were issued as obligations the interest on which is excluded from gross income for federal income tax purposes under section 103 of the Internal Revenue Code of 1986, as amended (the “Code”). The final maturity date of the Coliseum Bonds is February 1, 2025. The total sale proceeds received from the sale of the Coliseum Bonds equaled \$138,166,072.70 (consisting of the \$122,815,000 aggregate principal amount of the Coliseum Bonds, plus original issue premium of \$15,351,072.70).

45 Offices in 20 Countries

Squire Patton Boggs (US) LLP is part of the international legal practice Squire Patton Boggs, which operates worldwide through a number of separate legal entities.

Please visit squirepattonboggs.com for more information.

010-9064-4992/6/AMERICAS

Pursuant to a Ground and Facility Lease, dated as of August 1, 1995 (as amended and supplemented, the "Ground Lease"), by and between the County and the City, as lessors thereunder, and the Oakland-Alameda County Coliseum Financing Corporation (the "Corporation"), a nonprofit public benefit corporation whose members are designated by the City and County, as lessee thereunder, the County and the City leased the Coliseum to the Corporation. Pursuant to an Assignment Agreement, dated as of August 1, 1995 (as amended and supplemented, the "Assignment Agreement"), between the Corporation and the Authority, the Corporation assigned its right, title and interest in the Ground Lease to the Authority in order to assist the Authority, the County and the City in financing and refinancing various Coliseum improvements. The Coliseum Bonds are limited obligations of the Authority payable solely from Revenues of the Authority, consisting primarily of Base Rental Payments to be received by the Authority from the County and the City under a Master Lease, dated as of August 1, 1995 (as amended and supplemented, the "Master Lease"), by and among the Authority and the County and the City, pursuant to which the County and the City have agreed to lease the Coliseum from the Authority. The Base Rental Payments to be made by the County and the City pursuant to the Master Lease are payable jointly and severally by the County and the City from their respective general funds to the Authority for the use and possession of the Coliseum by the County and the City.

The Action was approved by a resolution duly and finally passed and adopted by the Board of Supervisors of the County on December 23, 2019, and numbered R-2019-497 (the "County Resolution"). In accordance with Section 2.3.1 of the Disposition Agreement, the County and the Purchaser have caused to be delivered by CBRE, Inc. that certain Restricted Appraisal Report, dated as of May 22, 2020 (the "Purchase Price Allocation Report," as described in such Section 2.3.1 of the Disposition Agreement), which Purchase Price Allocation Report includes an appraisal of the market value of the Complex, inclusive of the Arena and the Coliseum and those component parts of the Coliseum that were financed or refinanced in whole or in part with proceeds of the Coliseum Bonds (as more fully described below, the "Coliseum Bond-Financed Assets"). A copy of the Purchase Price Allocation Report is attached hereto as Exhibit A.

In our capacity as bond counsel, we have examined such proceedings, documents, matters and law as we deem necessary to render the opinions set forth in this letter, including the Disposition Agreement, the Purchase Price Allocation Report, the Trust Agreement, the Ground Lease, the Assignment Agreement, the Master Lease and the County Resolution (collectively, the "Examination"). In addition, we have assumed that each representation made by the County in the Disposition Agreement and each recital in the County Resolution are true and correct as of the effective date of each such document and as of the date hereof.

In addition, our opinion is premised on the following facts, which we have reviewed and discussed with you:

(1) The Coliseum Bonds were issued to refinance a portion (referred to in this letter as the "Coliseum Bond-Financed Assets") of the Coliseum, consisting of a scoreboard (which has been demolished and replaced), certain luxury seating (the "Luxury Seating"), and certain removable seats (the "Removable Seats"). The Coliseum Bond-Financed Assets are a part of the Complex. Except for the Coliseum Bond-Financed Assets, no portion of the Complex, including the land underlying the Complex, was financed with proceeds of the Coliseum Bonds.

(2) The Coliseum Bonds were issued as governmental use bonds because, as set forth in the Tax Certificate for the Coliseum Bonds, the County reasonably expected that the

Coliseum Bonds would not meet the private security or payments test (as described in Section 141 of the Code and the associated Treasury Regulations).

(3) In each fiscal year since the issuance of the Coliseum Bonds other than the fiscal year ending in 2020, the aggregate gross revenues received by the County, the City, and the Authority, from any activities at the Coliseum constituting "private business use" as defined in Section 141 of the Code, did not exceed the operation and maintenance expenses paid by the County, the City, and the Authority directly attributable to those activities. In the fiscal year ending in 2020, the excess of the aggregate gross revenues received by the County, the City, and the Authority, from any activities at the Coliseum constituting "private business use" as defined in Section 141 of the Code over the operation and maintenance expenses paid by the County, the City, and the Authority directly attributable to those activities, did not exceed \$2,000,000.

(4) The Schedule of Payments in Exhibit C to the Disposition Agreement provides for a \$10,000,000 payment by the Purchaser to the County in 2020 on the Commitment Date (as defined in the Disposition Agreement), a \$10,000,000 payment on each January 31 in each of the years 2021, 2022, and 2023, a \$15,000,000 payment on January 31, 2024, a \$15,000,000 payment on February 7, 2025, and a final \$15,000,000 payment on January 31, 2026. Under Section 2.5.3 of the Disposition Agreement, title to the County's Interest does not transfer to the Purchaser until all of such payments have been made in full.

(5) The Purchase Price Allocation Report includes a professional appraisal of the market value of the Complex, inclusive of the Arena and the Coliseum, and specific values for the Luxury Seating and the Removable Seats. The Purchase Price Allocation Report assigned a value of \$5,000,000 to the Luxury Seating and a value of \$500,000 to the Removable Seats, for an aggregate value of such remaining Coliseum Bond-Financed Assets of \$5,500,000. Because the County's Interest is a one-half interest in the Complex, the value of the County's Interest in the Luxury Seating and the Removable Seats is 50% of the values assigned to such assets in the Purchase Price Allocation Report, which equals \$2,250,000 in aggregate value. The Purchase Price Allocation Report assigns a value to the land underlying the Complex (no portion of which was financed with proceeds of the Coliseum Bonds) of not less than \$132,300,000.

Based on the Examination and the assumptions stated hereinabove (and in reliance upon each such assumption being a statement of fact), and subject to the limitations stated below, we are of the opinion that, under existing law, the Action will not, by itself, adversely affect the exclusion from gross income of interest on the Coliseum Bonds for federal income tax purposes.

The opinion stated above is based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. In rendering such opinion we assume, without independent verification, and rely upon (i) the accuracy of the factual matters represented, warranted or certified in the proceedings and documents we have examined, including but not limited to the information contained in the Purchase Price Allocation Report, and (ii) the due and legal authorization, execution and delivery of those documents by, and the valid, binding and enforceable nature of those documents upon, any parties other than the County.

The opinion stated above regarding the treatment of interest on the Coliseum Bonds for federal income tax purposes is limited to the legal effect of the Action. We did not deliver any opinion letter regarding the Coliseum Bonds in connection with the original issuance of the Coliseum Bonds. We have

not examined any of the matters of law or fact upon which the legal opinions expressed in the opinion letter of Orrick, Herrington & Sutcliffe LLP as bond counsel to the Authority dated May 31, 2012 (the "Bond Opinion") delivered in connection with the original issuance of the Coliseum Bonds may have been based, and we express no view with respect to the Bond Opinion. We have not for purposes of this letter obtained, verified or reviewed any information concerning any event, other than the Action, that might have occurred subsequent to the original issuance of the Coliseum Bonds and that might have adversely affected the exclusion from gross income of interest on the Coliseum Bonds for federal income tax purposes. Accordingly, except as expressly stated above, we express no opinion as to any matters concerning the status of the interest on the Coliseum Bonds under the Code, including specifically whether the interest on the Coliseum Bonds is excluded from gross income for federal income tax purposes.

This letter is being furnished only to you for your use solely in connection with the Action and may not be relied upon by anyone else or for any other purpose without our prior written consent. No opinions other than that expressly stated herein are implied or shall be inferred as a result of anything contained in or omitted from this letter. The opinion expressed in this letter is stated only as of the time of its delivery, and we disclaim any obligation to revise or supplement this letter thereafter. Our engagement as bond counsel in connection with the Action is concluded upon delivery of this letter.

Respectfully submitted,



Exhibit A

Purchase Price Allocation Report Issued by CBRE, Inc.

CBRE VALUATION & ADVISORY SERVICES

RESTRICTED APPRAISAL REPORT

OAKLAND COLISEUM AND ARENA
7000 COLISEUM WAY
OAKLAND, CALIFORNIA 94621
CBRE FILE NO. 20-164MW-1583-2

COLISEUM WAY PARTNERS, LLC

CBRE

Date of Report: May 22, 2020

David Kaval
President
COLISEUM WAY PARTNERS, LLC
55 Harrison Street, Suite 300
Oakland, California 94607

RE: Appraisal of: Oakland Coliseum and Arena
7000 Coliseum Way
Oakland, Alameda County, California 94621
CBRE, Inc. File No. 20-164MW-1583-2

Dear Mr. Kaval:

At your request and authorization, CBRE, Inc. has prepared an appraisal of the market value of the referenced property. Our analysis is presented in the following Restricted Appraisal Report. The reader is hereby advised that the report may not contain all the supporting rationale for the opinions and conclusions set forth in the report.

The Oakland Coliseum is home to the Oakland A's. The stadium opened in 1966 and was the last remaining stadium in the United States shared by professional baseball and football. From 1966 until 1981 and again from 1995 until 2019, the stadium was also home of the NFL Oakland Raiders. The Coliseum has 6,300 club seats, 2,700 of which are available for Athletics games, 143 luxury suites, 125 of which are available for Athletics games, and a variable seating capacity of 46,867 (or 55,945 without tarps) for baseball and 56,057 for football as of 2019.

This report will consider the market value of three components of the Oakland Coliseum property.

- The 112.47 acres of underlying land beneath the Coliseum property and the adjoining Oakland Arena, assuming it is vacant, unimproved and unencumbered including forecast demolition costs. Any contributory value(s) of the existing Coliseum and Arena improvements has not been considered in this value conclusion.
- The Contributory Value of the 90 East Side Suites of the Oakland Coliseum.

- The value of 6,848 removable seats located in the parking lot to the south of the Oakland Coliseum

Based on the analysis contained in the following report, the market value of the subject is concluded as follows:

MARKET VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Land Value - As If Vacant/Unencumbered	Fee Simple Estate	March 6, 2020	Not Less Than \$132,300,000
Land Value - As If Unencumbered (less demolition)	Fee Simple Estate	March 6, 2020	Not Less Than \$117,200,000
Contributory Value-East Side Suites	Fee Simple Estate	March 6, 2020	\$5,000,000
Removable Seats	Fee Simple Estate	March 6, 2020	\$500,000
Compiled by CBRE			

As of the date of value and the date of this report, the nation, region, and market area are impacted by the COVID-19 pandemic. This could have a prolonged effect on macroeconomic conditions, though at this time the length of duration is unknown. The perceived impact on real estate varies on several factors including asset class, use, tenancy, and location. Our analysis considers available information as of the effective date.

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.

The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The intended use and user of our report are specifically identified in our report as agreed upon in our contract for services and/or reliance language found in the report. As a condition to being granted the status of an intended user, any intended user who has not entered into a written agreement with CBRE in connection with its use of our report agrees to be bound by the terms and conditions of the agreement between CBRE and the client who ordered the report. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to any non-intended users does not extend reliance to any such party, and CBRE will not be responsible for any unauthorized use of or reliance upon the report, its conclusions or contents (or any portion thereof).

David Kaval
May 22, 2020
Page 3

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if CBRE can be of further service, please contact us.

Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES

A handwritten signature in black ink, appearing to read 'J. Blatt', with a stylized flourish at the end.

Julius M. Blatt, MAI, MRICS
Executive Vice President
California Certification 3003038-012

Certification

We certify to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
4. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
7. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, as well as the requirements of the State of California.
8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. As of the date of this report, Julius Blatt, MAI, MRICS has completed the continuing education program for Designated Members of the Appraisal Institute.
11. Julius Blatt, MAI, MRICS has made a personal inspection of the property that is the subject of this report.
12. Julius Blatt, MAI, MRICS and Charlie Doll provided significant real property appraisal assistance to the persons signing this report.
13. Valuation & Advisory Services operates as an independent economic entity within CBRE, Inc. Although employees of other CBRE, Inc. divisions may be contacted as a part of our routine market research investigations, absolute client confidentiality and privacy were maintained at all times with regard to this assignment without conflict of interest.
14. Julius Blatt MAI, MRICS has not provided any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding agreement to perform this assignment.

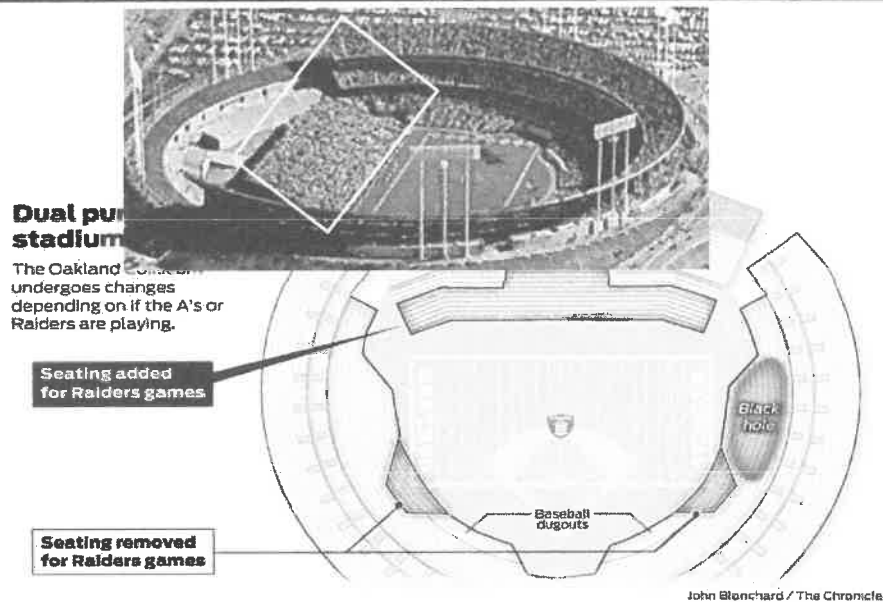


Julius Blatt, MAI, MRICS
California Certification 3003038-012

Subject Photographs and Exhibits



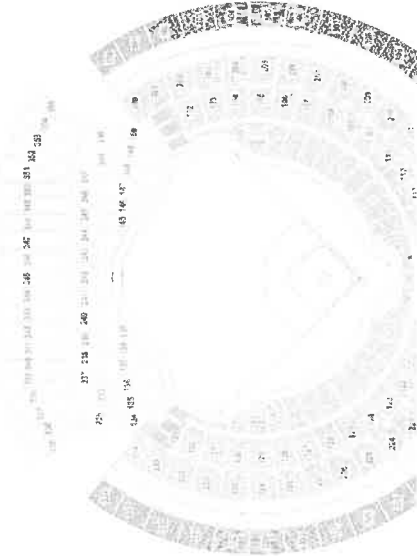
Aerial of Oakland-Alameda County Coliseum in Baseball Configuration.



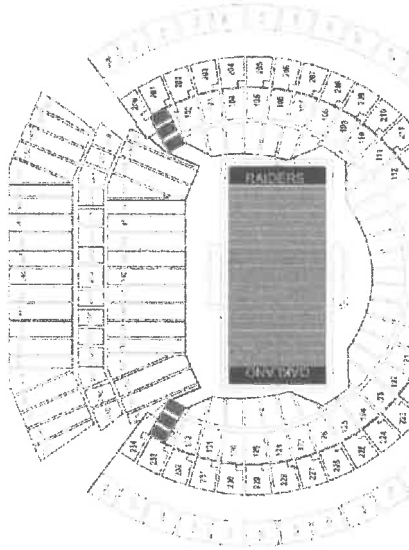
A significant difference in configuration is the extension of the seating in the outfield. See figure above.

*Various Layout and Seating Arrangements
Oakland Coliseum*

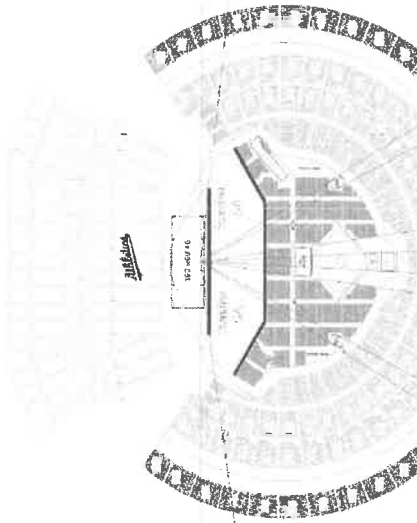
Baseball



Football



Concerts & Special Events



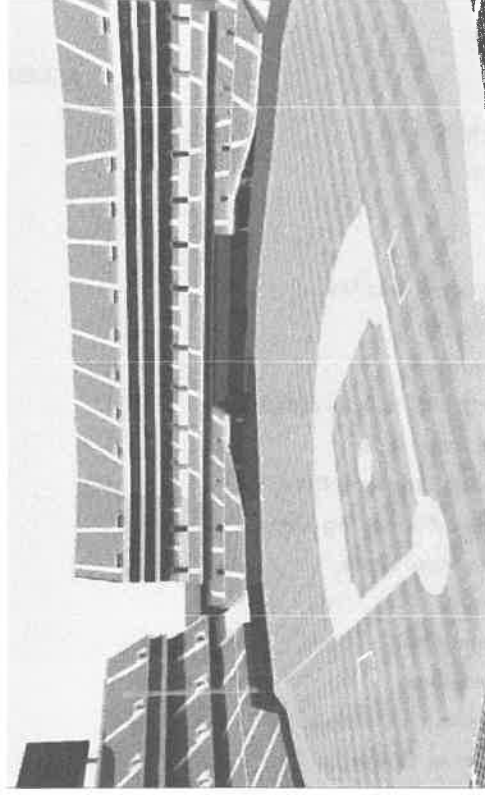
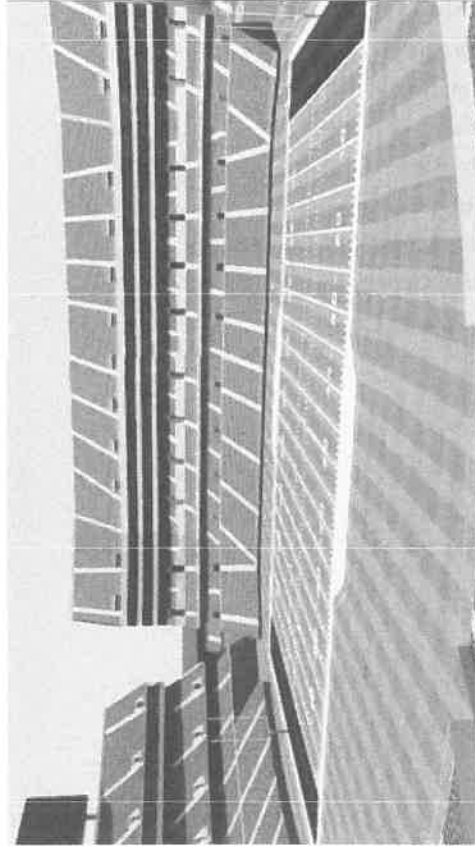
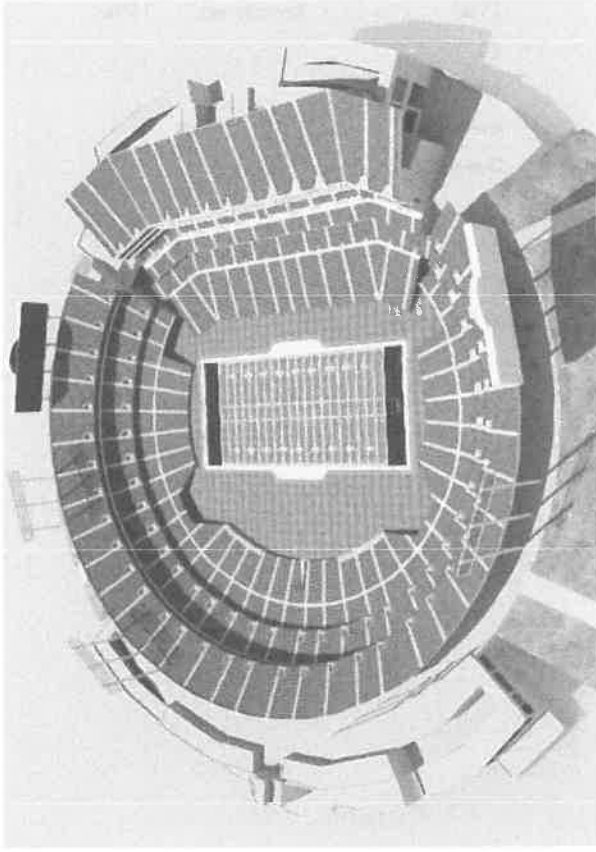
Portable Seats Not Used



Portable Seats Used



Portable Seats Used Depending on Event



Executive Summary change

EXECUTIVE SUMMARY

Property Name	Oakland Coliseum and Arena		
Location	7000 Coliseum Way Oakland, Alameda County, CA 94621		
Client	Coliseum Way Partners, LLC		
Highest and Best Use			
As If Vacant	Commercial Development		
As Improved	Sports Venue		
Property Rights Appraised	Fee Simple Estate		
Date of Inspection	March 6, 2020		
Estimated Exposure Time	6--24 Months		
Estimated Marketing Time	6--24 Months		
Primary Land Area	112.47 AC	4,899,168 SF	
Zoning	D-CO-2- Coliseum Area Commercial District		
Improvements			
Property Type	Retail	(Sports Facility)	
Number of East Side Suites	90		
Number of Stories	3		
Number of Removable Seats		6,848	
Year Built	1966	Renovated:	1996
Effective Age	40		
Remaining Economic Life	10		
Condition	Average		
Buyer Profile	Developer		
Financial Indicators			
East Side Suites 2019 Occupancy	21.3%		
Stabilized Occupancy	21.3%		
Discount Rate	20.00%		

Market Value As Is On	March 6, 2020	Total	Per SF
Land Value - As If Vacant/Unencumbered	not less than	\$132,300,000	\$27.00
Land Value - As If Vacant/Unencumbered (Less Demolition)	not less than	\$117,200,000	\$23.92
Contributory Value-East Side Suites		\$5,000,000	\$55,556
Removable Seats		\$500,000	\$73.01

CONCLUDED MARKET VALUE			
Appraisal Premise	Interest Appraised	Date of Value	Value
Land Value - As If Vacant/Unencumbered	Fee Simple Estate	March 6, 2020	Not Less Than \$132,300,000
Land Value - As If Vacant/Unencumbered (Less Demolition)	Fee Simple Estate	March 6, 2020	Not Less Than \$117,200,000
Contributory Value-East Side Suites	Fee Simple Estate	March 6, 2020	\$5,000,000
Removable Seats	Fee Simple Estate	March 6, 2020	\$500,000

EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is defined as "an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions."¹

- None noted

RE: COVID-19

The outbreak of the Novel Coronavirus (COVID-19), declared by the World Health Organization as a "Global Pandemic" on the 11th March 2020, has impacted global financial markets. Travel restrictions have been implemented by many countries. Market activity is being impacted in many sectors. At the valuation date, we consider that we can attach less weight to previous market evidence for comparison purposes, to inform opinions of value. Indeed, the current response to COVID-19 means that we are faced with an unprecedented set of circumstances on which to base a judgement. Our valuations are therefore reported as being subject to 'material valuation uncertainty'.

Consequently, less certainty – and a higher degree of caution – should be attached to our valuation than would normally be the case. Given the unknown future impact that COVID-19 might have on the real estate market, we recommend that you keep the valuation of this property under frequent review. For the avoidance of doubt, the inclusion of the 'material valuation uncertainty' declaration above does not mean that the valuation cannot be relied upon. Rather,

¹ The Appraisal Foundation, USPAP, 2020-2021

the declaration has been included to ensure transparency of the fact that – in the current extraordinary circumstances – less certainty can be attached to the valuation than would otherwise be the case. The material uncertainty clause is to serve as a precaution and does not invalidate the valuation.

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Scope of Work

This is a Restricted Appraisal Report that is intended to comply with the reporting requirements set forth under Standards Rule 2 of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it presents limited discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses has been retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated herein. The reader is hereby advised that the report may not contain all the supporting rationale for the opinions and conclusions set forth in the report.

INTENDED USE OF REPORT

Internal decision making purposes.

CLIENT

The client is Coliseum Way Partners, LLC.

INTENDED USER OF REPORT

The intended users are THE OAKLAND A'S, THE COUNTY OF ALAMEDA, AND COLISEUM WAY PARTNERS, LLC ("Client"), BOND COUNSEL and such other parties and entities (if any) expressly recognized by CBRE as "Intended Users" (as further defined herein). No other user(s) may rely on our report unless as specifically indicated in this report.

Intended Users - the intended user is the person (or entity) who the appraiser intends will use the results of the appraisal. The client may provide the appraiser with information about other potential users of the appraisal, but the appraiser ultimately determines who the appropriate users are given the appraisal problem to be solved. Identifying the intended users is necessary so that the appraiser can report the opinions and conclusions developed in the appraisal in a manner that is clear and understandable to the intended users. Parties who receive or might receive a copy of the appraisal are not necessarily intended users. The appraiser's responsibility is to the intended users identified in the report, not to all readers of the appraisal report.²

OWNERSHIP AND PROPERTY HISTORY

The subject property is owned by the County of Alameda and the City of Oakland as tenants in common.

In 2019, Alameda County agreed to sell their interest in the complex to the Oakland Athletics for \$85 million.

² Appraisal Institute, The Appraisal of Real Estate, 14th ed. (Chicago: Appraisal Institute, 2013), 50.

To the best of our knowledge, there has been no other ownership transfer of the property during the previous three years.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value of selected components of the subject property.

DEFINITIONS OF VALUE

The current economic definition of market value agreed upon by agencies that regulate federal financial institutions in the U.S. (and used herein) is as follows:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- buyer and seller are typically motivated;
- both parties are well informed or well advised, and acting in what they consider their own best interests;
- a reasonable time is allowed for exposure in the open market;
- payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.³

Contributory value. 1. A type of value that reflects the amount a property or component of a property contributes to the value of another asset or the property as a whole. 2. The change in the value of a property as a whole, whether positive or negative, resulting from the addition or deletion of a property component.

From the *Dictionary of Real Estate Appraisal*, 6th edition:

INTEREST APPRAISED

The value estimated represents the Fee Simple Estate as defined below:

Fee Simple Estate - Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.⁴

Leased Fee Interest - The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.⁵

³ Interagency Appraisal and Evaluation Guidelines; December 10, 2010, Federal Register, Volume 75 Number 237, Page 77472.

⁴ Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015), 90.

Leasehold Interest - The tenant's possessory interest created by a lease.⁶

Going Concern – An established and operating business having an indefinite future life.⁷

Extent to Which the Property is Identified

The property is identified through the following sources:

- postal address

Extent to Which the Property is Inspected

The extent of the inspection included the interior and exterior of both the Oakland Coliseum and the Oakland Arena.

Type and Extent of the Data Researched

CBRE reviewed the following, including but not limited to :

- zoning requirements
- flood zone status
- income and expense data
- comparable data

Type and Extent of Analysis Applied

CBRE, Inc. analyzed the data gathered through the use of appropriate and accepted appraisal methodology to arrive at a probable value indication via each applicable approach to value. The steps required to complete each approach are discussed in the methodology section.

Data Resources Utilized in the Analysis

DATA SOURCES	
Item:	Source(s):
Site Data	
Size	Client Data
Improved Data	
Building Area	Client Data
No. Bldgs.	Appraiser Inspection
Parking Spaces	Client Data
Year Built/Developed	Client Data
Compiled by CBRE	

APPRAISAL METHODOLOGY

In appraisal practice, an approach to value is included or omitted based on its applicability to the property type being valued and the quality and quantity of information available.

⁵ Dictionary of Real Estate Appraisal, 128.

⁶ Dictionary of Real Estate Appraisal, 128.

⁷ Dictionary of Real Estate Appraisal, 102.

Cost Approach

The cost approach is based on the proposition that the informed purchaser would pay no more for the subject than the cost to produce a substitute property with equivalent utility. This approach is particularly applicable when the property being appraised involves relatively new improvements that represent the highest and best use of the land, or when it is improved with relatively unique or specialized improvements for which there exist few sales or leases of comparable properties.

Sales Comparison Approach

The sales comparison approach utilizes sales of comparable properties, adjusted for differences, to indicate a value for the subject. Valuation is typically accomplished using physical units of comparison such as price per square foot, price per unit, price per floor, etc., or economic units of comparison such as gross rent multiplier. Adjustments are applied to the physical units of comparison derived from the comparable sale. The unit of comparison chosen for the subject is then used to yield a total value. Economic units of comparison are not adjusted, but rather analyzed as to relevant differences, with the final estimate derived based on the general comparisons.

Income Capitalization Approach

The income capitalization approach reflects the subject's income-producing capabilities. This approach is based on the assumption that value is created by the expectation of benefits to be derived in the future. Specifically estimated is the amount an investor would be willing to pay to receive an income stream plus reversion value from a property over a period of time. The two common valuation techniques associated with the income capitalization approach are direct capitalization and the discounted cash flow (DCF) analysis.

Methodology Applicable to the Subject

In valuing the subject, the Sales Comparison Approach was used in the Valuation of the Underlying Land and the Movable Seats. The Income Capitalization Approach was used in the valuation of the Contributory Value of the East Side Suites.

The exclusion of the Cost Approach is not considered to compromise the credibility of the results rendered herein.

Site Analysis

The following chart summarizes the salient characteristics of the subject site.

SITE SUMMARY AND ANALYSIS		
Physical Description		
Gross Site Area	112.47 Acres	4,899,168 Sq. Ft.
Net Site Area	112.47 Acres	4,899,168 Sq. Ft.
Excess Land Area	None	n/a
Surplus Land Area	None	n/a
Shape	Irregular	
Topography	Generally Level	
Zoning District	D-CO-2, Coliseum Area Commercial District 2	
Flood Map Panel No. & Date	06001C0089H	21-Dec-18
Flood Zone	Zone X (Shaded)	
Adjacent Land Uses	Industrial & Commercial	
Earthquake Zone	See Comments	
Source: Various sources compiled by CBRE		

The subject's site consists of 112.47 acres, or 4,889,168 square feet, on two adjacent parcels. The APN's are 041-3901-008 and 041-3901-009, referenced throughout the report as Parcel's A (Coliseum & Parking) and B (Arena). The site is irregular-shaped and generally at grade level with good visibility (but no direct access) from I-880, which is a significant freeway in the East Bay and South Bay regions.

INGRESS/EGRESS

The property has frontage along three streets: Coliseum Way, a north/south running minor commercial roadway originating just south of BART's Fruitvale Station and terminating immediately to the south of the subject at Hegenberger Road; 66th Avenue, an east/west running major commercial arterial originating just west of I-880 and terminating at Outlook Avenue just east of I-580; Hegenberger Road, an east/west running major commercial arterial originating to the south of Oakland International Airport and terminating just east of I-580. Coliseum Way runs immediately parallel to I-880 with a generally unobstructed view affording good visibility to the subject site.

Oakland Coliseum provides three stations served via two public transit providers that are within 600 feet of each other: Amtrak Capitol Corridor's Oakland Coliseum station, Bay Area Rapid Transit (BART)'s Coliseum station, and the BART to Oakland International Airport automated

guide way transit (AGT) terminal. They are connected to each other, and to the O.co Coliseum and the Oracle Arena by pedestrian bridges.

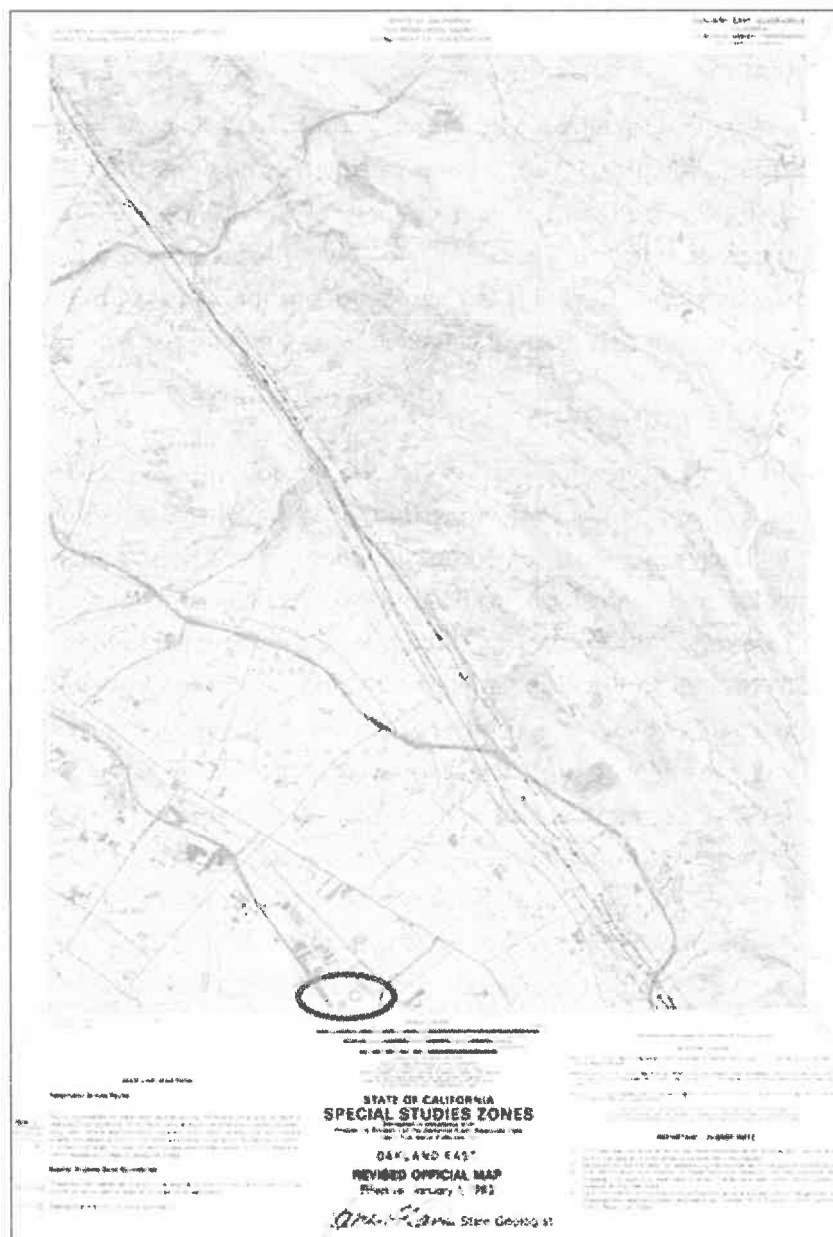
In addition to the Coliseum–Oakland International Airport AGT line, AC Transit bus routes 73 (73rd Avenue) and 805 (All-Nighter) also provide service between the BART station and Oakland International Airport. BART's Coliseum station consists of an elevated island platform with the concourse mezzanine at ground level. The BART to OAK Airport station has a single track and side platform. Capitol Corridor's Oakland Coliseum station, the newest Capitol Corridor station, consists of a side platform on a side track. It is unstaffed, but has an electronic ticketing system.

EASEMENTS AND ENCROACHMENTS

CBRE utilized an older title policy for the subject, dated January 29, 2015, and issued Old Republic Title Company. Most of the exceptions appear to be typical and were recorded for the benefit of public utilities easements and maintenance. There is additionally non-exclusive easements for vehicular and pedestrian traffic and the installation, maintenance, use removal and replacement of signage and utilities on Parcel's A and B (Arena/Stadium sites). None of the remaining exceptions appear to have any impact on value. It is noted that there is a roughly 90-foot-wide utility easement which bisect the middle of the subject property north-to-south. Currently, this area is paved over and functions as a shared drive within the subject's open-surface parking lot. Considering the size and shape of the subject, it is assumed that this easement would pose little infringement on future development. The subject is appraised assuming that marketable title, free and clear of any liens or exceptions, could be delivered as of the date of value. As the appraisers are not experts in title matters, CBRE recommends that the client obtain the opinion of qualified counsel if additional analysis is desired.

SEISMIC HAZARDS (EARTHQUAKE)

All properties in California are subject to some degree of seismic risk. The Alquist-Priolo special Studies Zone Act of 1972 was enacted by the State of California to regulate development near active earthquake faults. The Act required the State Geologist to delineate "special studies zones" along known active faults in California. Cities and Counties affected by the identified zones must limit certain development projects within the zones unless geologic investigation demonstrates that the sites are not threatened by surface displacement from future faulting.



According to "Fault-Rupture Hazard Zones in California" released September 21, 2012 by the California Department of Conservation, Department of Mines and Geology, the subject is within an area affected by the Alquist-Priolo Special Studies Zone Act. Related development limitations, therefore, apply. However, according to local brokers, most buyers, sellers, or leasing parties have not considered this as a material impact to pricing when making real estate decisions in Alameda County. It is recommended that the client/reader fully investigate all limitations imposed by the subject's location in a special zone, if any, prior to making a business decision. The accompanying map shows the subject Alquist-Priolo area.

As can be seen, even though the subject city of Oakland is within an area affected by a Special Studies Zone, the subject property and a majority of the community is outside of a Special Studies

VALUATION & ADVISORY SERVICES

Proposal and Contract for Services

SPECIFIC PROPERTY DATA REQUEST

In order to complete this assignment under the terms outlined, CBRE, Inc., Valuation & Advisory Services, will require the following specific information for the property:

1. PLEASE NOTIFY US IMMEDIATELY IF ANY OTHER CBRE SERVICE LINE (INCLUDING CAPSTONE) IS INVOLVED IN THE BROKERAGE, FINANCING, INVESTMENT OR MANAGEMENT OF THIS ASSET.
2. Current title report or title holder name
3. Legal description
4. Survey and/or plat map
5. Site plan for proposed or entitled development
6. Building plans and specifications, including square footage for all buildings and suites
7. Current county property tax assessment or tax bill
8. Details on any sale, contract, or listing of the property within the past three years
9. Pro forma income and expense projections
10. Details regarding construction timeline
11. Details regarding the development costs, including land costs
12. Engineering studies, soil tests or environmental assessments
13. Ground lease, if applicable
14. Details regarding the proposed lease rates/terms and marketing activity to date
15. Complete copies of all Letter of intent and pending lease agreements
16. Details regarding any tenant improvement allowances and free rent offered
17. Any previous market/demand studies or appraisals
18. Name and telephone number of property contact for physical inspection and additional information needed during the appraisal process
19. Any other information that might be helpful in valuing this property

If any of the requested data and information is not available, CBRE, Inc., reserves the right to extend the delivery date by the amount of time it takes to receive the requested information or make other arrangements. Please have the requested information delivered to the following:

Julius Blatt, MAI, MRICS
Executive Vice President
julius.blatt@cbre.com
CBRE, Inc.
Valuation & Advisory Services
2100 McKinney Avenue, Suite 700
Dallas, Texas 75201

APPLY IN THE EVENT OF A FINAL FINDING BY AN ARBITRATOR OR A COURT OF COMPETENT JURISDICTION THAT SUCH LIABILITY IS THE RESULT OF A PARTY'S FRAUD OR WILLFUL MISCONDUCT.

16. Client shall not disseminate, distribute, make available or otherwise provide any Appraisal Report prepared hereunder to any third party (including without limitation, incorporating or referencing the Appraisal Report, in whole or in part, in any offering or other material intended for review by other parties) except to (i) any third party expressly acknowledged in a signed writing by Appraiser as an "Intended User" of the Appraisal Report provided that either Appraiser has received an acceptable release from such third party with respect to such Appraisal Report or Client provides acceptable indemnity protections to Appraiser against any claims resulting from the distribution of the Appraisal Report to such third party, (ii) any third party service provider (including rating agencies and auditors) using the Appraisal Report in the course of providing services for the sole benefit of an Intended User, or (iii) as required by statute, government regulation, legal process, or judicial decree. In the event Appraiser consents, in writing, to Client incorporating or referencing the Appraisal Report in any offering or other materials intended for review by other parties, Client shall not distribute, file, or otherwise make such materials available to any such parties unless and until Client has provided Appraiser with complete copies of such materials and Appraiser has approved all such materials in writing. Client shall not modify any such materials once approved by Appraiser. In the absence of satisfying the conditions of this paragraph with respect to a party who is not designated as an Intended User, in no event shall the receipt of an Appraisal Report by such party extend any right to the party to use and rely on such report, and Appraiser shall have no liability for such unauthorized use and reliance on any Appraisal Report. In the event Client breaches the provisions of this paragraph, Client shall indemnify, defend and hold Appraiser, and its affiliates and their officers, directors, employees, contractors, agents and other representatives (Appraiser and each of the foregoing an "Indemnified Party" and collectively the "Indemnified Parties"), fully harmless from and against all losses, liabilities, damages and expenses (collectively, "Damages") claimed against, sustained or incurred by any Indemnified Party arising out of or in connection with such breach, regardless of any negligence on the part of any Indemnified Party in preparing the Appraisal Report.
17. Furthermore, Client shall indemnify, defend and hold each of the Indemnified Parties harmless from and against any Damages in connection with (i) any transaction contemplated by this Agreement or in connection with the appraisal or the engagement of or performance of services by any Indemnified Party hereunder, (ii) any Damages claimed by any user or recipient of the Appraisal Report, whether or not an Intended User, (iii) any actual or alleged untrue statement of a material fact, or the actual or alleged failure to state a material fact necessary to make a statement not misleading in light of the circumstances under which it was made with respect to all information furnished to any Indemnified Party or made available to a prospective party to a transaction, or (iv) an actual or alleged violation of applicable law by an Intended User (including, without limitation, securities laws) or the negligent or intentional acts or omissions of an Intended User (including the failure to perform any duty imposed by law); and will reimburse each Indemnified Party for all reasonable fees and expenses (including fees and expenses of counsel) (collectively, "Expenses") as incurred in connection with investigating, preparing, pursuing or defending any threatened or pending claim, action, proceeding or investigation (collectively, "Proceedings") arising therefrom, and regardless of whether such Indemnified Party is a formal party to such Proceeding. Client agrees not to enter into any waiver, release or settlement of any Proceeding (whether or not any Indemnified Party is a formal party to such Proceeding) without the prior written consent of Appraiser (which consent will not be unreasonably withheld or delayed) unless such waiver, release or settlement includes an unconditional release of each Indemnified Party from all liability arising out of such Proceeding.
18. Time Period for Legal Action. Unless the time period is shorter under applicable law, except in connection with paragraphs 16 and 17 above, Appraiser and Client agree that any legal action or lawsuit by one party against the other party or its affiliates, officers, directors, employees, contractors, agents, or other representatives, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, relating to (a) this Agreement or the Appraisal Report, (b) any services or appraisals under this Agreement or (c) any acts or conduct relating to such services or appraisals, shall be filed within two (2) years from the date of delivery to Client of the Appraisal Report to which the claims or causes of action in the legal action or lawsuit relate. The time period stated in this section shall not be extended by any incapacity of a party or any delay in the discovery or accrual of the underlying claims, causes of action or damages.

Client and Appraiser. This engagement shall be deemed concluded and the services hereunder completed upon delivery to Client of the Appraisal Report discussed herein.

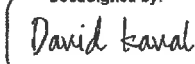
8. All statements of fact in the report which are used as the basis of the Appraiser's analyses, opinions, and conclusions will be true and correct to Appraiser's actual knowledge and belief. Appraiser does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the condition of the Property furnished to Appraiser by Client or others. TO THE FULLEST EXTENT PERMITTED BY LAW, APPRAISER DISCLAIMS ANY GUARANTEE OR WARRANTY AS TO THE OPINIONS AND CONCLUSIONS PRESENTED ORALLY OR IN ANY APPRAISAL REPORT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE EVEN IF KNOWN TO APPRAISER. Furthermore, the conclusions and any permitted reliance on and use of the Appraisal Report shall be subject to the assumptions, limitations, and qualifying statements contained in the report.
9. Appraiser shall have no responsibility for legal matters, including zoning, or questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The report will not constitute a survey of the Property analyzed.
10. Client shall provide Appraiser with such materials with respect to the assignment as are requested by Appraiser and in the possession or under the control of Client. Client shall provide Appraiser with sufficient access to the Property to be analyzed, and hereby grants permission for entry unless discussed in advance to the contrary.
11. The data gathered in the course of the assignment (except data furnished by Client) and the report prepared pursuant to the Agreement are, and will remain, the property of Appraiser. With respect to data provided by Client, Appraiser shall not violate the confidential nature of the Appraiser-Client relationship by improperly disclosing any proprietary information furnished to Appraiser. Notwithstanding the foregoing, Appraiser is authorized by Client to disclose all or any portion of the report and related data as may be required by statute, government regulation, legal process, or judicial decree, including to appropriate representatives of the Appraisal Institute if such disclosure is required to enable Appraiser to comply with the Bylaws and Regulations of such Institute as now or hereafter in effect.
12. Unless specifically noted, in preparing the Appraisal Report the Appraiser will not be considering the possible existence of asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (collectively, "Hazardous Material") on or affecting the Property, or the cost of encapsulation or removal thereof. Further, Client represents that there is no major or significant deferred maintenance of the Property that would require the expertise of a professional cost estimator or contractor. If such repairs are needed, the estimates are to be prepared by others, at Client's discretion and direction, and are not covered as part of the Appraisal fee.
13. In the event Client intends to use the Appraisal Report in connection with a tax matter, Client acknowledges that Appraiser provides no warranty, representation or prediction as to the outcome of such tax matter. Client understands and acknowledges that any relevant taxing authority (whether the Internal Revenue Service or any other federal, state or local taxing authority) may disagree with or reject the Appraisal Report or otherwise disagree with Client's tax position, and further understands and acknowledges that the taxing authority may seek to collect additional taxes, interest, penalties or fees from Client beyond what may be suggested by the Appraisal Report. Client agrees that Appraiser shall have no responsibility or liability to Client or any other party for any such taxes, interest, penalties or fees and that Client will not seek damages or other compensation from Appraiser relating to any such taxes, interest, penalties or fees imposed on Client, or for any attorneys' fees, costs or other expenses relating to Client's tax matters.
14. Appraiser shall have no liability with respect to any loss, damage, claim or expense incurred by or asserted against Client arising out of, based upon or resulting from Client's failure to provide accurate or complete information or documentation pertaining to an assignment ordered under or in connection with this Agreement, including Client's failure, or the failure of any of Client's agents, to provide a complete copy of the Appraisal Report to any third party.
15. LIMITATION OF LIABILITY. EXCEPT TO THE EXTENT ARISING FROM SECTION 16 BELOW, OR SECTION 17 IF APPLICABLE, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AFFILIATE, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS BE LIABLE TO THE OTHER, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT OR OTHERWISE, FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES, AND AGGREGATE DAMAGES IN CONNECTION WITH THIS AGREEMENT FOR EITHER PARTY (EXCLUDING THE OBLIGATION TO PAY THE FEES REQUIRED HEREUNDER) SHALL NOT EXCEED THE GREATER OF THE TOTAL FEES PAYABLE TO APPRAISER UNDER THIS AGREEMENT OR TEN THOUSAND DOLLARS (\$10,000). THIS LIABILITY LIMITATION SHALL NOT

TERMS AND CONDITIONS

1. The Terms and Conditions herein are part of an agreement for appraisal services (the "Agreement") between CBRE, Inc. (the "Appraiser") and the client signing this Agreement, and for whom the appraisal services will be performed (the "Client"), and shall be deemed a part of such Agreement as though set forth in full therein. The Agreement shall be governed by the laws of the state where the appraisal office is located for the Appraiser executing this Agreement.
2. Client shall be responsible for the payment of all fees stipulated in the Agreement. Payment of the appraisal fee and preparation of an appraisal report (the "Appraisal Report, or the "report") are not contingent upon any predetermined value or on an action or event resulting from the analyses, opinions, conclusions, or use of the Appraisal Report. Final payment is due as provided in the Proposal Specifications Section of this Agreement. If a draft report is requested, the fee is considered earned upon delivery of the draft report. It is understood that the Client may cancel this assignment in writing at any time prior to delivery of the completed report. In such event, the Client is obligated only for the prorated share of the fee based upon the work completed and expenses incurred (including travel expenses to and from the job site), with a minimum charge of \$500. Additional copies of the Appraisal Reports are available at a cost of \$250 per original color copy and \$100 per photocopy (black and white), plus shipping fees of \$30 per report.
3. If Appraiser is subpoenaed or ordered to give testimony, produce documents or information, or otherwise required or requested by Client or a third party to participate in meetings, phone calls, conferences, litigation or other legal proceedings (including preparation for such proceedings) because of, connected with or in any way pertaining to this engagement, the Appraisal Report, the Appraiser's expertise, or the Property, Client shall pay Appraiser's additional costs and expenses, including but not limited to Appraiser's attorneys' fees, and additional time incurred by Appraiser based on Appraiser's then-prevailing hourly rates and related fees. Such charges include and pertain to, but are not limited to, time spent in preparing for and providing court room testimony, depositions, travel time, mileage and related travel expenses, waiting time, document review and production, and preparation time (excluding preparation of the Appraisal Report), meeting participation, and Appraiser's other related commitment of time and expertise. Hourly charges and other fees for such participation will be provided upon request. In the event Client requests additional appraisal services beyond the scope and purpose stated in the Agreement, Client agrees to pay additional fees for such services and to reimburse related expenses, whether or not the completed report has been delivered to Client at the time of such request.
4. Appraiser shall have the right to terminate this Agreement at any time for cause effective immediately upon written notice to Client on the occurrence of fraud or the willful misconduct of Client, its employees or agents, or without cause upon 30 days written notice.
5. In the event Client fails to make payments when due then, from the date due until paid, the amount due and payable shall bear interest at the maximum rate permitted in the state where the office is located for the Appraiser executing the Agreement. In the event either party institutes legal action against the other to enforce its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses. Each party waives the right to a trial by jury in any action arising under this Agreement.
6. Appraiser assumes there are no major or significant items or issues affecting the Property that would require the expertise of a professional building contractor, engineer, or environmental consultant for Appraiser to prepare a valid report. Client acknowledges that such additional expertise is not covered in the Appraisal fee and agrees that, if such additional expertise is required, it shall be provided by others at the discretion and direction of the Client, and solely at Client's additional cost and expense.
7. In the event of any dispute between Client and Appraiser relating to this Agreement, or Appraiser's or Client's performance hereunder, Appraiser and Client agree that such dispute shall be resolved by means of binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by an arbitrator may be entered in any court of competent jurisdiction. Depositions may be taken and other discovery obtained during such arbitration proceedings to the same extent as authorized in civil judicial proceedings in the state where the office of the Appraiser executing this Agreement is located. The arbitrator shall be limited to awarding compensatory damages and shall have no authority to award punitive, exemplary or similar damages. The prevailing party in the arbitration proceeding shall be entitled to recover its expenses from the losing party, including costs of the arbitration proceeding, and reasonable attorney's fees. Client acknowledges that Appraiser is being retained hereunder as an independent contractor to perform the services described herein and nothing in this Agreement shall be deemed to create any other relationship between

AGREED AND ACCEPTED

FOR COLISEUM WAY PARTNERS, LLC ("CLIENT"):

DocuSigned by:  37E838C8E4D840E	2/10/2020
Signature	Date
David Kaval	President
Name	Title
510-563-2201	dkaval@athletics.com
Phone Number	E-Mail Address

ADDITIONAL OPTIONAL SERVICES

Assessment & Consulting Services: CBRE's Assessment & Consulting Services group has the capability of providing a wide array of solution-oriented due diligence services in the form of property condition and environmental site assessment reports and other necessary due diligence services (seismic risk analysis, zoning compliance services, construction risk management, annual inspections, etc.). CBRE provides our clients the full complement of due diligence services with over 260 employees in the U.S. that are local subject matter experts.

Initial below if you desire CBRE to contact you to discuss a proposal for any part or the full complement of consulting services, or you may reach out to us at WhitePlainsProposals@cbre.com. We will route your request to the appropriate manager. For more information, please visit www.cbre.com/assessment.

 Initial Here

financed by proceeds of the tax-exempt 1995 bonds (e.g., the 90 luxury suites, two private clubs) taking into account "as/is" value and current and expected usage, based on square footage of stadium structure, approximately 1/3 of total structure.

5. Consult weekly with Client (as requested) regarding analysis requested, status, and provision of final deliverables. Client notes that final deliverables might include a reduced scope than as specified above, upon request of Client.

Notwithstanding the foregoing Scope of Work, the "Intended Use" of the appraisal report is "Internal Decision Making Purposes" only, and not in connection with any bond offering of the TE Bonds.

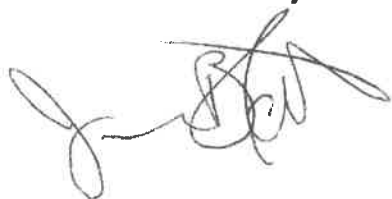
The intended users are THE OAKLAND A'S, THE COUNTY OF ALAMEDA, AND COLISEUM WAY PARTNERS, LLC ("Client"), BOND COUNSEL and such other parties and entities (if any) expressly recognized by CBRE as "Intended Users" (as further defined herein).

When executed and delivered by all parties, this letter, together with the Terms and Conditions and the Specific Property Data Request attached hereto and incorporated herein, will serve as the Agreement for appraisal services by and between CBRE and Client. Each person signing below represents that it is authorized to enter into this Agreement and to bind the respective parties hereto.

We appreciate this opportunity to be of service to you on this assignment. If you have additional questions, please contact us.

Sincerely,

CBRE, Inc.
Valuation & Advisory Services



Julius Blatt, MAI, MRICS
Executive Vice President
As Agent for CBRE, Inc.
T 214.979.5672
julius.blatt@cbre.com

	An Adobe PDF file via email will be delivered to dkaval@athletics.com. Upon Client's requested Two (2) bound final copies will be delivered.
Delivery Schedule:	
Preliminary Value:	45 days after the Start Date and receipt of 75% retainer
	Verbal opinions to be delivered to client within 45 days of receipt of retainer and required data
Written Report:	30 days after the Start Date of authorization to proceed, receipt of remaining 25% payment for verbal opinion of value, and retainer for optional written report.
Final Report:	Upon Client's request
Start Date:	The appraisal process will start upon receipt of your signed agreement, the retainer, and the property specific data.
Acceptance Date:	These specifications are subject to modification if this proposal is not accepted within 3 business days from the date of this letter.

SCOPE OF WORK

The County of Alameda ("County") and Coliseum Way Partners LLC ("CWP") have entered into a Disposition Agreement, dated as of December 23, 2019 (the "Disposition Agreement"). Pursuant to the Disposition Agreement, CWP has agreed to pay the County \$85,000,000 to purchase the County's 50% Tenant-in-Common interest in the Coliseum Complex (the "Purchase Price"). A portion of the Coliseum Complex constituting a portion of the Oakland-Alameda County Coliseum was financed with proceeds of tax-exempt bonds (the "TE Bonds"). The County and CWP are requesting the assistance of an appraisal firm to allocate what portion, if any, of the Purchase Price is allocable to acquisition of the improvements financed by the TE Bonds. Accordingly, the County and CWP seek the services of an appraisal firm to provide the following:

1. Provide percentage of overall purchase price (based on overall fair market value and applicable component fair market value) of land.
2. Provide percentages of overall purchase price (based on overall fair market value and applicable component fair market value, utilizing "as/is" valuation and taking into account current and expected usage) of stadium and arena, each determined separately.
3. Provide remaining useful life of the moveable plastic stadium seats financed by tax-exempt 1995 bond proceeds and percentage of overall purchase price (based on overall fair market value and applicable component fair market value) of the financed moveable stadium seats considering "as/is" value and current and expected usage.
4. Provide percentage of overall purchase price (based on approximate (no more than) percentage of overall fair market value and applicable component fair market value) of the stadium components

Reliance:	Reliance on any reports produced by CBRE under this Agreement is extended solely to parties and entities expressly acknowledged in a signed writing by CBRE as Intended Users of the respective reports, provided that any conditions to such acknowledgement required by CBRE or hereunder have been satisfied. Parties or entities other than Intended Users who obtain a copy of the report or any portion thereof (including Client if it is not named as an Intended User), whether as a result of its direct dissemination or by any other means, may not rely upon any opinions or conclusions contained in the report or such portions thereof, and CBRE will not be responsible for any unpermitted use of the report, its conclusions or contents or have any liability in connection therewith.
Inspection:	CBRE will conduct a physical inspection of both the interior and exterior of the subject property, as well as its surrounding environs on the effective date of appraisal.
Valuation Approaches:	All applicable approaches to value will be considered.
Report Type Options:	Verbal Opinion of Value Restricted Appraisal Report or Standard Appraisal Report
Appraisal Standards:	USPAP
Appraisal Fee Options:	\$66,500 Verbal Opinion of Value Optional - \$17,500 Written Restricted (Abridged) Report Optional - \$35,000 Written Standard Appraisal Report
Expenses:	Fees include all associated expenses
Retainer:	A retainer of 75% is required for Verbal Opinion A retainer of 50% is required for Written Restricted Report or Written Standard Report
Payment Terms:	Final payment is due upon delivery of the final report or within thirty (30) days of your receipt of the draft report, whichever is sooner. The fee is considered earned upon delivery of the draft report. Invoices will be email at time the report is delivered.
Delivery Instructions:	CBRE encourages our clients to join in our environmental sustainability efforts by accepting an electronic copy of the report.

Proposal and Contract for Services

CBRE, Inc.
2100 McKinney Avenue, Suite 700
Dallas, Texas 75201
www.cbre.us/valuation

Julius Blatt, MAI, MRICS
Executive Vice President

February 10, 2020

David Kaval
President

COLISEUM WAY PARTNERS, LLC

55 Harrison Street, Suite 300
Oakland, CA 94607
Phone: 510.563.2201
Email: dkaval@athletics.com

RE: Assignment Agreement - Subject Properties:

- Oakland- Alameda County Coliseum
- Former Oracle Arena
- 150+/- Acres Land including Parking Lots Surrounding Both Venues
- 90 Luxury Suites, Two Private Clubs Financed by Tax-Exempt 1995 Bond Proceeds located within Oakland Alameda County Coliseum
- Moveable Plastic Stadium Seats Financed by Tax-Exempt 1995 Bond Proceeds located within Oakland Alameda County Coliseum

Dear Mr. Kaval:

We are pleased to submit this proposal and our Terms and Conditions for this assignment.

PROPOSAL SPECIFICATIONS

Purpose:	To estimate the Market Value of the referenced real estate
Premise:	As Is
Rights Appraised:	Fee Simple and Leased Fee as appropriate
Intended Use:	Internal Decision Making purposes
Intended User:	The intended users are THE OAKLAND A'S, THE COUNTY OF ALAMEDA, AND COLISEUM WAY PARTNERS, LLC ("Client"), BOND COUNSEL and such other parties and entities (if any) expressly recognized by CBRE as "Intended Users" (as further defined herein).

Addendum C

CLIENT CONTRACT INFORMATION



BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY • GAVIN NEWSOM, GOVERNOR
DEPARTMENT OF CONSUMER AFFAIRS • BUREAU OF REAL ESTATE APPRAISERS
3075 Prospect Park Drive, Suite 190, Rancho Cordova, CA 95670
(916) 552-9000 | www.brea.ca.gov



February 26, 2020

Mr. Julius Blatt
2100 McKinney Ave Ste 700
Dallas, TX 75201

3003038-012

Dear Mr. Julius Blatt:

Congratulations!! Your California Temporary Practice Permit is enclosed.

It is important to remember that this permit is only valid for one year and for one assignment or until the expiration of your Texas license.

We have a new feature available online. You can now submit requests for Temporary Practice Permits on our website at www.brea.ca.gov.

Please note that, the California Code of Regulations, Title 10, Chapter 6.5, Sections 3527, states:

(a) All applicants for and holders of a license, temporary practice permit or course provider approval permit shall submit written notice to BREA of any change to the following within 10 days on the Change Notification and Miscellaneous Requests Form REA 3011 (Rev. 1/1/17), which is herein incorporated by reference: (1) Name; (2) Residence telephone number; (3) Business telephone number; (4) Business name; or (5) Mailing address.

If you have any questions or need further clarification, please contact BREA at the above address or by calling 916-552-9000.

Enclosure

You can help us improve service by completing an online survey at:
<http://www.brea.ca.gov/html/CustomerSurvey.html>



Business, Consumer Services & Housing Agency
BUREAU OF REAL ESTATE APPRAISERS
TEMPORARY PRACTICE PERMIT

BREA APPRAISER IDENTIFICATION NUMBER 3003038-012

Julius M. Blatt

having demonstrated good standing at the Certified General level in the State of Texas is authorized to perform the appraisal assignment(s) described below:

Oakland Coliseum (Arena Surrounding Land) 55 Harrison St, Oakland, CA 94607

This permit is valid until the completion of the 1 appraisal(s) described, the expiration date indicated below or the expiration of the license issued by the State of Texas whichever occurs first.

3051637


Jim Martin, Bureau Chief, BREA

Date Issued: February 26, 2020

Date Expires: February 25, 2021

Julius Blatt MAI, MRICS

Executive Vice President, Dallas, Texas

CBRE



T + 214-979-5672
M +214-215-7181
julius.blatt@cbre.com

2100 McKinney, Avenue
Suite 700
Dallas, Texas 75201

Clients Represented

- Bank of America
- Bank of Hope
- Bank of Oklahoma
- Bank OZK
- BB&T
- Capital One
- Comerica
- Dallas Independent School District
- Deutsche Bank
- Hunton and Williams
- HCA
- John Hancock
- JP Morgan Chase
- Legacy Texas Bank
- Metropolitan Capital Advisors
- M&T Bank
- Texas Bank and Trust
- Thompson and Knight
- Toyota Financial Services
- Wells Fargo

Experience

Julius Blatt, MAI, MRICS is Executive Vice President of the Dallas-Fort Worth office of the CBRE Valuation and Advisory Services Group. He has over 35 years of experience in the valuation and analysis of commercial real estate including appraisals, feasibility studies and retail site selection. His areas of expertise include office buildings, shopping centers, industrial properties, apartments, land developments, automobile dealerships, churches, schools and trade marts. He has served as an expert witness on real estate valuation matters in County, State and Federal courts.

Mr. Blatt is the Co-National Practice Leader of CBRE's Sports and Entertainment Valuation Practice, appraising stadiums, arenas, amusement parks, waterparks, multi-screen cinemas and ice rinks. His experience includes appraising stadiums housing MLB, NFL and MLS teams as well as NBA and NHL arenas.

Prior to joining CBRE, Mr. Blatt was a founding principal and managing partner of Kosowsky Blatt and Associates, a Dallas-based real estate appraisal and consulting firm. He has also served as a Second Vice President of Chase Manhattan Bank. His retail site section experience includes Saks Fifth Avenue and Kohl's.

Mr. Blatt is a past member of the Board of Directors of the North Texas Chapter of the Appraisal Institute.

Professional Affiliations / Accreditations

- Appraisal Institute, Designated Member (MAI) No. 8416
- Appraisal Institute-Approved Instructor
- Member of the Royal Institute of Chartered Surveyors
- Member - International Council of Shopping Centers
- Member-North Texas Association of Government Guaranteed Lenders
- Southern Methodist University-Dedman School of Law- Guest Lecturer
- University of Texas-Arlington Graduate Program in Real Estate-Guest Lecturer
- Certified General Real Estate Appraiser
 - State of Texas No. TX-1320703-G
 - State of Arkansas No. CG-4238
 - State of Kansas No. G-3095
 - State of Louisiana No. G3808
 - State of Oklahoma No. 13040CGA

Education

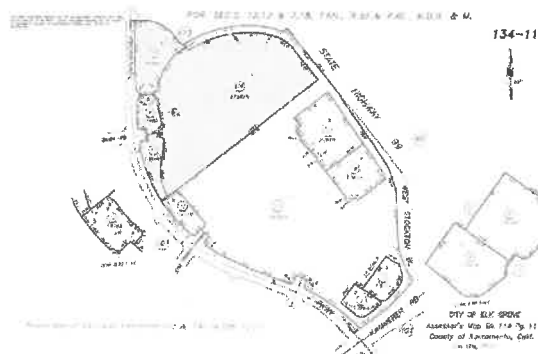
- University of Georgia
 - MBA, Real Estate
- University at Buffalo (SUNY)
 - BS, Management (Concentration in Marketing)

Addendum B

QUALIFICATIONS

Property Name Casino Hotel Resort Site
Address 10455 W. Stockton Blvd.
 Elk Grove, CA 95757

County Sacramento
Govt./Tax ID 134-1010-008, 009, 013, 014
Land Area Net 35.930 ac/ 1,565,111 sf
Land Area Gross 35.930 ac/ 1,565,111 sf
Site Development Status Finished
Utilities To Site
Maximum FAR N/A
Min Land Bldg Ratio N/A
Shape Irregular
Topography Generally Level
Flood Zone Class Zone X (Unshaded)
Flood Panel No./ Date N/A
Zoning SPA, Special Planning Area
Entitlement Status N/A



Transaction Details

Type	Sale	Primary Verification	Buyer-Boyd Gaming-916-6836000
Interest Transferred	Fee Simple	Transaction Date	01/18/2017
Condition of Sale	None	Recording Date	01/19/2017
Recorded Buyer	Wilton Rancheria	Sale Price	\$36,000,000
Buyer Type	Developer	Financing	All Cash
Recorded Seller	Elk Grove Town Center LP	Cash Equivalent	\$36,000,000
Marketing Time	N/A	Capital Adjustment	\$0
Listing Broker	None	Adjusted Price	\$36,000,000
Doc #	20170119-0810	Adjusted Price / ac and / sf	\$1,001,948 / \$23.00
		Adjusted Price/ FAR	N/A
		Adjusted Price/ Unit	N/A

Comments

In January 2017, a roughly 36-acre land lot located at 10455 West Stockton Boulevard in Elk Grove, California sold for \$36,000,000 or \$1,000,000 per acre as confirmed by one of the JV partners and also deferred to on their company website. This was a portion of lot 134-1010-001 which totals around 100.5 acres of land. The partnership that acquired the land has the intention of developing a casino hotel & resort on the site with an estimated \$500,000,000 development cost. Building specifications and development timelines were undisclosed. The seller could not be reached for comment on the deal or motivational insight. A press release released by the seller detailing their 1st Quarter 2017 results confirmed the land area and the sale price. This was a private sale between the two parties.

As presented within the buyers' press release, "We congratulate the Wilton Rancheria Tribe on reaching this major milestone toward self-sufficiency. Boyd Gaming is honored to be their partner, and we look forward to working closely with Chairman Hitchcock and the Wilton Tribe in developing an exciting and compelling entertainment resort that the entire community can take pride in."

In September 2016 the Elk Grove City Council approved a local agreement with the tribe. Wilton Rancheria will pay the city \$132 million over 20 years to cover the financial impact of the casino on its community. The proposed site is "off-reservation" land. The tribe opted to purchase it for a casino and applied to the U.S. Interior Department for special approval. A favorable decision was issued in January 2017 and the land was taken into federal trust. This prompted opposition groups to appeal the legality of that decision. In July 2017 the Interior Department denied their appeal. A week later Gov. Jerry Brown announced he had negotiated and signed a gaming compact with the tribe allowing 2,500 slot machines. The compact was then ratified by the legislature. Final sign-offs and approvals were announced in October 2017. Construction is expected to take 12-18 months to complete. As of October 2018, the project will consist of 12-story hotel with 302 rooms, 110,260 SF casino floor, four-story parking garage, spa & fitness area, restaurants & fine dining, ballroom, conference & entertainment venue, pool area, parking & landscaping, retail outlet stores, and movie theater.

Property Name	California's Great America Site
Address	1 Great America Parkway Santa Clara, CA 95054
County	Santa Clara
Govt./Tax ID	Multiple
Land Area Net	116.640 ac/ 5,080,838 sf
Land Area Gross	N/A/ N/A
Site Development Status	Finished
Utilities	Municipal
Maximum FAR	N/A
Min Land Bldg Ratio	N/A
Shape	Irregular
Topography	Generally Level
Flood Zone Class	N/A
Flood Panel No./ Date	N/A
Zoning	N/A
Entitlement Status	N/A



Transaction Details

Type	Sale	Primary Verification	County Assessor, OM, Seller, Various Press Releases
Interest Transferred	Leased Fee	Transaction Date	06/28/2019
Condition of Sale	None	Recording Date	N/A
Recorded Buyer	California's Great America, LLC	Sale Price	\$150,250,000
Buyer Type	End User	Financing	Cash to Seller
Recorded Seller	City of Santa Clara	Cash Equivalent	\$150,250,000
Marketing Time	N/A	Capital Adjustment	\$0
Listing Broker	Eastdil Secured	Adjusted Price	\$150,250,000
Doc #	2423889	Adjusted Price / ac and / sf	\$1,288,152 / \$29.57
		Adjusted Price/ FAR	N/A
		Adjusted Price/ Unit	N/A
Buyer's Primary Analysis	N/A	Occupancy at Sale	N/A
Static Analysis Method	N/A	Underwritten Occupancy	Static Analysis-N/A
Source	Static Analysis-N/A	Potential Gross Income	Static Analysis-N/A
NOI / sf	Static Analysis-N/A	Vacancy/Collection Loss	Static Analysis-N/A
IRR	N/A	Effective Gross Income	Static Analysis-N/A
OER	Static Analysis-N/A	Expenses	Static Analysis-N/A
Expenses /sf	Static Analysis-N/A	Net Operating Income	Static Analysis-N/A
Cap Rate	Static Analysis-N/A		

Comments

This comparable represents the purchase of the California's Great America theme park site (land) in Santa Clara, CA. The theme park had been leasing the site (ground lease) from the city since 1989, and there were 55 years remaining on the lease (including renewal options) at the time of purchase ((the base term was set to expire in 2039 (20 years remaining), with 15, 10, and 10-year extension options - with a final lease expiration in 2074)). The fixed annual rent was reported to have been \$5.3 million, with additional percentage rent, which was reported to have been \$1.182 million in the prior year (5% over \$56 million). Total trailing ground rent of \$6.482 million implies a cap rate of 4.31% based upon the final sale price. The property was put up for sale with additional offers received. Cedar Fair had a purchase option in the lease allowing them to match the highest offer, which they executed. While this is a purchase by the ground lessee, the property was priced by the market from a leased fee perspective. Cedar Fair has now consolidated ownership of the land and improvements, and plans to expand the park in the upcoming years. Cedar Fair is publicly traded (NYSE: FUN). As per the OM, the park has experienced 7.1% annual revenue growth since 2012. The park is located within walking distance to Levi's Stadium and The Related Companies planned 9.2 million SF mixed-use development known as City Place. This is an unsubordinated ground lease. Total ground rent for 2018 represented 7.9% of the park's gross annual revenue of \$82.027 million. The lease extension options had 7.5%, 5%, and 5% base ground rent increases.

Property Name Vacant Land
Address Dublin Boulevard
 Dublin, CA 94568

County Alameda
Govt./Tax ID 985-0061-005-00
Land Area Net 14.890 ac/ 648,608 sf
Land Area Gross 16.013 ac/ 697,524 sf
Site Development Status Finished
Utilities Available
Maximum FAR N/A
Min Land Bldg Ratio N/A
Shape Rectangular
Topography Level, At Street Grade
Flood Zone Class N/A
Flood Panel No./ Date N/A
Zoning PD
Entitlement Status N/A

ASSESSOR'S MAP 985

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Transaction Details

Type	Sale	Primary Verification	Broker
Interest Transferred	Fee Simple	Transaction Date	08/08/2018
Condition of Sale	None	Recording Date	N/A
Recorded Buyer	Dublin RE LLC	Sale Price	\$14,594,000
Buyer Type	Developer	Financing	Cash to Seller
Recorded Seller	Kaiser Permanente	Cash Equivalent	\$14,594,000
Marketing Time	N/A	Capital Adjustment	\$0
Listing Broker	JLL	Adjusted Price	\$14,594,000
Doc #	155562	Adjusted Price / ac and / sf	\$980,121 / \$22.50
		Adjusted Price/ FAR	N/A
		Adjusted Price/ Unit	N/A

Comments

Sale of a vacant parcel for office development.

Property Name	Commercial Land
Address	7200 Johnson Drive Pleasanton, CA 94588
County	Alameda
Govt./Tax ID	941-1311-019-05
Land Area Net	15.680 ac/ 683,008 sf
Land Area Gross	15.600 ac/ 679,536 sf
Site Development Status	Raw
Utilities	To the site
Maximum FAR	N/A
Min Land Bldg Ratio	N/A
Shape	Rectangular
Topography	Generally Level
Flood Zone Class	N/A
Flood Panel No./ Date	06001C
Zoning	PUD-C
Entitlement Status	EIR Complete



Transaction Details

Type	Sale	Primary Verification	Costar, Broker, Public Records
Interest Transferred	Fee Simple	Transaction Date	06/22/2018
Condition of Sale	None	Recording Date	06/22/2018
Recorded Buyer	Costco Wholesale Corporation	Sale Price	\$25,000,000
Buyer Type	Corporation	Financing	All Cash
Recorded Seller	7200 Johnson Drive Holdings, LLC	Cash Equivalent	\$25,000,000
Marketing Time	N/A	Capital Adjustment	\$0
Listing Broker	Paul Sheehan, Newmark Knight Frank	Adjusted Price	\$25,000,000
Doc #	123894	Adjusted Price / ac and / sf	\$1,594,418 / \$36.60
		Adjusted Price/ FAR	N/A
		Adjusted Price/ Unit	N/A

Comments

On June 22, 2018 the vacant site sold for \$25,000,000. The buyer was Costco Wholesale Corporation, who intends to construct an approximate 148,000 square foot big box retail with a gas station. Costco paid all cash for the acquisition. The property is zoned industrial, but is located within the EDZ planning area, which consists of 12 parcels located at 7106-7315 Johnson Drive and 7080 Commerce Circle, comprising approximately 40 acres and currently containing a mix of land uses, including light industrial, office, retail, and institutional uses. To fund a reported \$21.4 million in road and traffic signal improvements for the EDZ planning area, the city and Costco have agreed tentatively to use a mix of sales tax, development fees and Costco money. Last November 2017, the council accepted the environmental impact report for the project at a 40-acre Johnson Drive site at the Stoneridge Drive interchange of Interstates 680 and 580. The sale price was confirmed with deed records.

Property Name	N/A
Address	SWC Jack London Blvd & Isabel Ave Livermore, CA 94550
County	Alameda
Govt./Tax ID	904-0005-002-24
Land Area Net	19.270 ac/ 839,401 sf
Land Area Gross	N/A/ N/A
Site Development Status	Raw
Utilities	to site
Maximum FAR	N/A
Min Land Bldg Ratio	N/A
Shape	Rectangular
Topography	Level, At Street Grade
Flood Zone Class	N/A
Flood Panel No./ Date	N/A
Zoning	PD, PLanned Development
Entitlement Status	None



Transaction Details

Type	Sale	Primary Verification	Broker, Costar
Interest Transferred	N/A	Transaction Date	02/01/2018
Condition of Sale	None	Recording Date	02/01/2018
Recorded Buyer	Prologis	Sale Price	\$20,688,000
Buyer Type	N/A	Financing	All Cash
Recorded Seller	Walmart Inc.	Cash Equivalent	\$20,688,000
Marketing Time	9 Month(s)	Capital Adjustment	\$0
Listing Broker	The Edwards Company	Adjusted Price	\$20,688,000
Doc #	020015	Adjusted Price / ac and / sf	\$1,073,586 / \$24.65
		Adjusted Price/ FAR	N/A
		Adjusted Price/ Unit	N/A
Buyer's Primary Analysis	N/A	Occupancy at Sale	N/A
Static Analysis Method	N/A	Underwritten Occupancy	Static Analysis-N/A
Source	Static Analysis-N/A	Potential Gross Income	Static Analysis-N/A
NOI / sf	Static Analysis-N/A	Vacancy/Collection Loss	Static Analysis-N/A
IRR	N/A	Effective Gross Income	Static Analysis-N/A
OER	Static Analysis-N/A	Expenses	Static Analysis-N/A
Expenses /sf	Static Analysis-N/A	Net Operating Income	Static Analysis-N/A
Cap Rate	Static Analysis-N/A		

Comments

Sale of a corner site zoned PD that is located next to the Tesla plant in Livermore. Site is level, at grade, unentitled.

Property Name	Redevelopment Site
Address	Coleman Ave San Jose, CA 95050
County	Santa Clara
Govt./Tax ID	230-46-070, 230-46-071, 230-46-072
Land Area Net	20.210 ac/ 880,348 sf
Land Area Gross	N/A/ N/A
Site Development Status	Semi-Finished
Utilities	To the site
Maximum FAR	1.70
Min Land Bldg Ratio	0.59:1
Shape	Irregular
Topography	Level, At Street Grade
Flood Zone Class	Zone X (Shaded)
Flood Panel No./ Date	06085C0064H/ Feb 2014
Zoning	A (PD)
Entitlement Status	Fully Entitled/Planning Permissions



Transaction Details

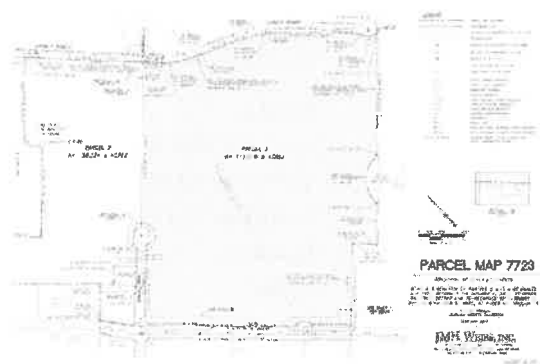
Type	Sale	Primary Verification	Public Records
Interest Transferred	Fee Simple	Transaction Date	03/29/2018
Condition of Sale	None	Recording Date	03/29/2018
Recorded Buyer	CAP TRANCHE 2 LLC	Sale Price	\$33,968,500
Buyer Type	Developer	Financing	All Cash
Recorded Seller	City of San Jose	Cash Equivalent	\$33,968,500
Marketing Time	N/A	Capital Adjustment	\$0
Listing Broker	N/A	Adjusted Price	\$33,968,500
Doc #	23888776	Adjusted Price / ac and / sf	\$1,680,777 / \$38.59
		Adjusted Price/ FAR	\$22.65
		Adjusted Price/ Unit	N/A

Comments

Hunter Properties Inc acquired 20.21 acres of land from the City of San Jose for \$33,968,500 to add to the development of their Coleman Highline project which is adjacent to the Mineta International Airport for mixed use development of 1.5 million square feet. The land was already entitled and the buyer had obtained the rights to build on the land before the closing of the sale.

Property Name Cisco Field
Address Bunche Drive & Cushing Parkway
 Fremont, CA 94538

County Alameda
Govt./Tax ID 525-1326-048, -049, & -050
Land Area Net 111.000 ac/ 4,835,179 sf
Land Area Gross 111.000 ac/ 4,835,179 sf
Site Development Status N/A
Utilities Connected
Maximum FAR 0.00
Min Land Bldg Ratio N/A
Shape Rectangular
Topography Level, At Street Grade
Flood Zone Class Zone X (Shaded)
Flood Panel No./ Date N/A
Zoning P-2000-214
Entitlement Status Fully Entitled/Planning Permissions



Transaction Details

Type	Sale	Primary Verification	Broker
Interest Transferred	N/A	Transaction Date	01/23/2017
Condition of Sale	None	Recording Date	01/23/2017
Recorded Buyer	Pacific Commons Owner LP	Sale Price	\$123,332,000
Buyer Type	Developer	Financing	Other(See Comments)
Recorded Seller	Fremont Property Owner LLC	Cash Equivalent	\$123,332,000
Marketing Time	13 Month(s)	Capital Adjustment	\$20,515,043
Listing Broker	Rob Shannon-CBRE 408-453-7483	Adjusted Price	\$143,847,043
Doc #	016832	Adjusted Price / ac and / sf	\$1,295,915 / \$29.75
		Adjusted Price/ FAR	N/A
		Adjusted Price/ Unit	N/A
Buyer's Primary Analysis	Price (Primary Unit of Comparison)	Occupancy at Sale	N/A
Static Analysis Method	Other (see comments)	Underwritten Occupancy	N/A
Source	Other(See Comments)	Potential Gross Income	N/A
NOI / sf	N/A	Vacancy/Collection Loss	N/A
IRR	N/A	Effective Gross Income	N/A
OER	N/A	Expenses	\$0
Expenses /sf	N/A	Net Operating Income	N/A
Cap Rate	N/A		

Comments

Sale price adjusted by estimated present value of CFD bond. CFD 01-1 Facilities was for public infrastructure improvements in the area, including such items as public roadways, stoplights, lighting, signs, flood control, erosion control, etc. The bond ends in the 2045/2046 property tax year. Buyer plans to build logistical/distribution warehouses on the site. The site is part of what was previously known as Cisco Field and, along with a 41-acre piece directly to the south, is fully entitled for 3.4 million square feet of office, R&D, industrial and some retail uses

Property Name	Alameda Land
Address	1310, 1410, 1430 Harbor Bay Parkway Alameda, CA 94502
County	Alameda
Govt./Tax ID	074-1339,006, 008, 004
Land Area Net	18.010 ac/ 784,516 sf
Land Area Gross	18.010 ac/ 784,516 sf
Site Development Status	Finished
Utilities	To Site
Maximum FAR	N/A
Min Land Bldg Ratio	N/A
Shape	Irregular
Topography	Generally Level
Flood Zone Class	Zone X (Unshaded)
Flood Panel No./ Date	06001C0251H/ Dec 2018
Zoning	C-M-PD, Commerical Manufacturing
Entitlement Status	None



Transaction Details

Type	Sale	Primary Verification	Listing Broker
Interest Transferred	Fee Simple	Transaction Date	03/29/2019
Condition of Sale	None	Recording Date	03/29/2019
Recorded Buyer	South Loop 1, LLC	Sale Price	\$17,332,100
Buyer Type	N/A	Financing	Cash to Seller
Recorded Seller	Abbott Diabetes Care Inc	Cash Equivalent	\$17,332,100
Marketing Time	1 Month(s)	Capital Adjustment	\$0
Listing Broker	Mark Kol, CBRE	Adjusted Price	\$17,332,100
Doc #	N/A	Adjusted Price / ac and / sf	\$962,360 / \$22.09
		Adjusted Price/ FAR	N/A
		Adjusted Price/ Unit	N/A

Comments

This represents 3 separate parcels, of which two are adjoining sites. It is located in a business park with multiple regional businesses and national occupiers. It is located in the Harbor Bay Business Park in Alameda. The broker reported that the original contract price was \$27.50 per square foot, but was adjusted to \$22 per square foot at closing due to soil issues.

APN NO. 074-1339-006 // 6.00 ACRES
 APN NO. 074-1339-008 // 5.63 ACRES
 APN NO. 074-1339-004 // 6.38 ACRES

Addendum A

LAND SALE DATA SHEETS

ADDENDA

13. The allocations of the total value estimate in the Report between land and improvements apply only to the existing use of the subject property. The allocations of values for each of the land and improvements are not intended to be used with any other property or appraisal and are not valid for any such use.
14. The maps, plats, sketches, graphs, photographs, and exhibits included in this Report are for illustration purposes only and shall be utilized only to assist in visualizing matters discussed in the Report. No such items shall be removed, reproduced, or used apart from the Report.
15. The Report shall not be duplicated or provided to any unintended users in whole or in part without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Exempt from this restriction is duplication for the internal use of the intended user and its attorneys, accountants, or advisors for the sole benefit of the intended user. Also exempt from this restriction is transmission of the Report pursuant to any requirement of any court, governmental authority, or regulatory agency having jurisdiction over the intended user, provided that the Report and its contents shall not be published, in whole or in part, in any public document without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Finally, the Report shall not be made available to the public or otherwise used in any offering of the property or any security, as defined by applicable law. Any unintended user who may possess the Report is advised that it shall not rely upon the Report or its conclusions and that it should rely on its own appraisers, advisors and other consultants for any decision in connection with the subject property. CBRE shall have no liability or responsibility to any such unintended user.

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VALUE ALLOCATION ANALYSIS

While there is a demand for lesser quality bleachers, the issue is also one of utility not just quality. We researched a variety of sources; however, these sources were limited in the true comparability of the specific elements and design of seats like the subject's type of portable seats. Sources considered include companies like InProduction, Preferred Seating, Athletic Stuff, Anthem-Sports, Figueras Group, Albertsons Stadium, Usedbleachers.com and others. Note, InProduction is a company that supplies various NFL stadiums with moveable supplemental seating, for example they provided temporary seating at Tampa Bay's Raymond James Stadium for two Super Bowls.

In the final analysis, it is possible that the moveable seats, given the Raiders departure, have nothing more than salvage value. However, our analysis didn't reflect that option. Additionally, because of the cost of transportation for bleachers is typically excluded, the cost associated with relocating the subject seats would need to be considered and could impact any ultimate price.

Based on available research, we have estimated a value allocation for the subject's 6,848 seats that are used for a specific stadium design, are older, require heavy equipment and considerable resources each time they are installed and uninstalled, and are storage on site.

Additionally, our analysis takes into account the following realities: that multi-purpose stadiums (both NFL and MLB) no longer exist, newer stadiums generally use retractable seating instead portable to change capacity and configuration, and it is not uncommon for stadiums to rent supplemental seating for events (the need to own, install / uninstall, maintain, and store such a large quantity of specialized moveable seating like the subject has generally gone away).

CONCLUSION

In the final analysis after considering the factors and trends noted herein, the

Sampling of Used Seat Pricing*

State Location	# of seats	Price	Per seat	Condition
IL	80	\$6,500	\$81	Average
GA	8,000	\$450,000	\$56	Good
FL	500	\$29,000	\$58	Excellent
KS	3,140	\$247,320	\$79	Excellent
TX	2,000	\$95,000	\$48	Average
NE	120	\$3,500	\$29	Average
MN	6,000	\$600,000	\$100	Excellent
TX	700	\$45,500	\$65	Average
CA	216	\$7,500	\$35	Good
Total	20,756	\$1,484,320		
Min	80	3,500	\$29	
Max	8,000	600,000	\$100	
Average	4,151	296,864	\$61	

* Typically excludes of transportation that is a buyer burden.

Subject Range	Per seat	# of Seats	Indicators
Low	\$60.00	6,848	\$410,880
High	\$80.00	6,848	\$547,840
		Say	\$500,000

- Three Rivers Stadium, Pittsburgh, PA (Pittsburgh Pirates and Pittsburgh Steelers from 1970 to 2000).
- Riverfront Stadium, Cincinnati, OH (Cincinnati Reds from 1970 to 2002 and the Cincinnati Bengals from 1970 to 1999).
- Atlanta–Fulton County Stadium, Atlanta, GA (Atlanta Braves from 1966 to 1996 and the Atlanta Falcons from 1961 to 1991).

RETRACTABLE VS. MOVEABLE / PORTABLE

The subject, like most of the once operating multipurpose stadiums / ballparks noted, featured primarily movable seating. The process allowed portable seats to be used to change playing surface shape for the different games. However, today that has also changed. Modern stadiums (no dual MLB and NFL) while offer flexible seating capacity and design for special events, soccer, and other events primarily use retractable seating. This trend, further reduces the demand (both on the primary and secondary markets) for large and heavy module seats like the subject. For example, the recently built Mercedes-Benz Stadium in Atlanta, GA, home to the NFL's Atlanta Falcons and Major League Soccer's Atlanta United since August 2017, has retractable (not movable) lower-bowl seats along the sidelines to change the configuration.

As indicated, stadiums today typically install and use retractable seating unlike OC that doesn't have retractable seating but rather must install/uninstall the 6,848 moveable supplemental stadium seats that are stored in the parking lot. Large cranes are used to install the columns and heavy module seating. The moveable seats were first used in 1996, nearly 25 years ago. Generally, stadiums become economically obsolete for various reasons as they get over 30 years. For example, the Georgia Dome, formerly the home of the NFL's Atlanta Falcons, was only 22 years old before it was torn down. The median age of an NFL stadium is about 30 years. Due in large part because new stadiums are designed to maximize revenue in a way older stadium, like OC, cannot. The average life for a baseball stadium is about 31 years. Although the Atlanta Braves left Turner Field after about years 20 (opened 1996 for the Olympic Games and was converted into a baseball facility the next year). The Braves moved to the new SunTrust Park in suburban Cobb County in 2017.

As noted, with departure of the Raiders, multipurpose parks that accommodate the NFL and MLB, like OC, no longer operate. Additionally, the economic life of a stadium and ballpark (exceptions aside) is generally about 30 years. About 25 years ago, the subject was renovated and redesigned that included the moveable seats. Overall the changes in the market, the age of the facility and seats, the loss of the Raiders, and the shift away from multipurpose stadiums, has caused the utility of the 6,848 moveable supplemental stadium seats like the subject to greatly diminish.

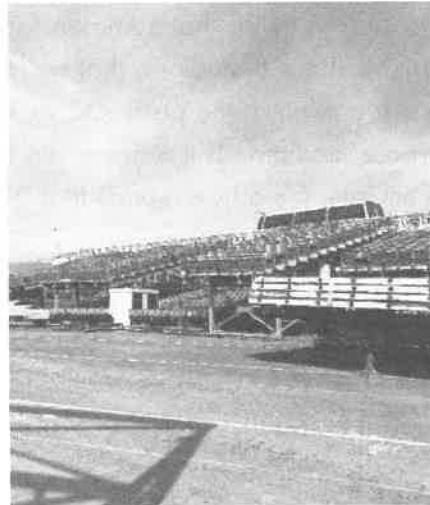
While it once was somewhat common for the development of multi-purpose stadiums, NFL and MLB teams to share a stadium, that trend has changed, and with the move of the Raiders from OC they are a thing of the past. OC or RingCentral Coliseum is the last of the MLB-NFL shared multi-purpose stadium. The Raiders will move to Las Vegas in 2020. In a November 2, 2019 article in SFGate, the article reports that “the last multi-purpose stadium is officially dead”.

In the 20th century, NFL teams using facilities that were built for baseball was not an uncommon practice. The Coliseum and 11 different American cities hosted multi-purpose stadiums for its baseball and football teams. Even some classic ballparks, including Fenway Park, Yankee Stadium, and Wrigley Field, were utilized for football along the way. Some of the prior multi-purpose facilities include:

- Robert F. Kennedy Memorial Stadium used movable seating to accommodate NFL and MLB (shared the stadium from 2005 until 2008).
- Hard Rock Stadium in Miami Gardens, FL (Dolphins and Florida/Miami Marlins shared stadium from 1993 to 2011. Hard Rock Stadium originally had a movable stand used to accommodate the then-Florida Marlins (National League).
- The Hubert H. Humphrey Metrodome, Minneapolis, MN (Minnesota Vikings and a part-time home for the Minnesota Golden Gophers college baseball team – it featured movable seating, with layouts for baseball and football. It was demolished in 2014.) The Metrodome was replaced on-site by U.S. Bank Stadium, a stadium which also features movable seating.
- Mile High Stadium, Denver, Colorado (Denver Broncos and Colorado Rockies in 1993). A large movable stand was added in a 1977 expansion project. A hydraulic process allowed the stadium to change from a football to a baseball configuration in about two hours.
- Candlestick Park/3Com Park, San Francisco, CA (49ers from 1971 to 2013 and Giants from 1971). The stadium opened in 1960 as a baseball-only stadium for the San Francisco Giants. In 1971, the San Francisco 49ers football team moved in, which required the stadium to be significantly expanded and altered in a unique shape.
- SDCCU / Qualcomm Stadium, San Diego, CA (Chargers from 1969 to 2003 and San Diego Padres).
- Veterans Stadium, Philadelphia, PA (Phillies and Eagles called Veterans Stadium home from 1971 to 2003).
- Anaheim Stadium, Anaheim, CA (Los Angeles and Los Angeles Rams).



View 1 of Portable Seats



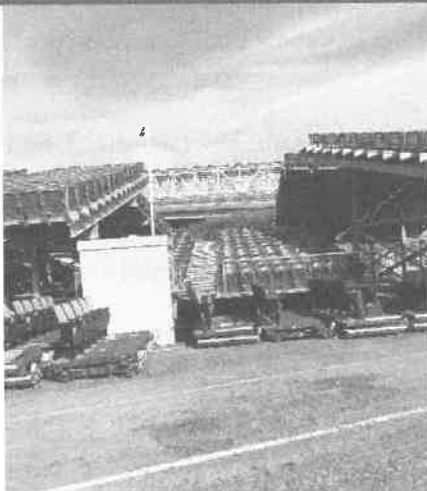
View 2 of Portable Seats



View 3 of Portable Seats



View 4 of Portable Seats



View 5 of Portable Seats



View 6 of Portable Seats

Removable Seats Valuation

PURPOSE OF THE SEATS

In 1995/1996, the Coliseum underwent renovations, which reportedly added 22,000 new seats, two new scoreboards, 90 luxury suites, and two private clubs. The added seats included the 6,848 moveable seats.

For football, the multiple sectional portable seats (6,848) are loaded from the parking lot where they are stored. For each NFL game, the seats are primarily placed closest to the Raiders sideline in what is the Athletics outfield, expanding sections 134 through 150. As indicated, this moveable seat process requires heavy equipment to move and put in place (reportedly two 90-ton capacity P&H conventional truck cranes and one 120-ton Terex rough terrain crane). The process is costly; the equipment and staffing to install and remove the movable seat is material. Reportedly, the cost to switch from a Baseball Field to Football Field is about \$250,000 each time. This element diminished the ability to find market for reuse of these moveable sections (seats). Typically, stadiums no longer use moveable seats like those used at the subject. Newer stadiums install retractable seats, as opposed to using moveable seats like the subject.

Years ago, the seat model and the quantity were effectively designed for Oakland Coliseum's layout and not necessarily built to fit the needs of other stadiums. Hence, the age and design for the moveable seats at OC are unique to the facility, and cost of installing and uninstalling makes the existing value or utility materially diminished with the departure of the Raiders. As a result, the indicated allocation of value is primarily based on an estimate of what other seats, not exactly like the subject, sell for on the secondary market.

CHANGE IN DEMAND / UTILITY

Prior to the departure of the Raiders, Oakland Coliseum was the only remaining professional baseball facility that would convert its field to accommodate a professional football team. Hence the number, design and layout of the seats are viewed as unique. Additionally, with the Raiders leaving Oakland for Las Vegas, demand for a football facility is no longer there, which further diminishes demand, utility, and value of the nearly 7,000 moveable seats. We recognize that the seats could still be used for special events and concerts (see the various exhibits showing the layout). However, this potential is viewed as less sustainable and a spot demand, at best. Additionally, it is our understanding that the adjacent Oracle Arena will remain open for concerts, events and perhaps a sports exhibition or two, which impacts the potential demand for OC.

LUXURY SUITES VALUATION		
Period	Year	Revenue
1	2020	\$668,091
2	2021	\$1,336,181
3	2022	\$1,336,181
4	2023	\$1,336,181
5	2024	\$1,336,181
6	2025	\$1,336,181
7	2026	\$1,336,181
8	2027	\$1,336,181
9	2028	\$1,336,181
10	2029	\$1,336,181
	Value	\$5,045,161
	Rounded	\$5,000,000
	Discount Rate	20%

Compiled by CBRE

- The Oakland A's have demonstrated historical nominal changes in attendance levels over the past 20 years. Attendance levels are consistently below the American League average.
- The sales performance of the subject suites over the 2017-2019 period.
- The subject suites are all located in the outfield which is generally regarded by baseball fans as less desirable than suites or seats situated between home plate and first base or between home plate and third base.
- The historic occupancy level of the subject suites (21% -27%) limits its desirability and therefore increases risk to any prospective investor.
- The Oakland Coliseum generally is considered to offer a less attractive fan experience than the San Francisco Giants stadium in competing for the Bay Area baseball market.

Published Investor Surveys

There are no specific investor surveys for sports facilities. The following table outlines surveyed discount rates for property types considered most similar to the subject, as presented by RealtyRates.com. These property types are going concern-type properties. The following table additionally includes investor surveys for general investment commercial real estate.

DISCOUNT RATES		
Investment Type	Rate Range	Average
<i>RealtyRates.com- 4Q 2019 Investor Survey</i>		
Lodging Facilities-Golf/Gaming/Resorts	4.81% - 14.73%	10.01%
Golf Courses and Country Clubs	5.87% - 19.96%	14.00%
RV Parks and Campgrounds	4.96% - 13.58%	8.78%
Special Purpose Facilities	5.79% - 16.38%	10.81%
Schools and Day Cares	5.79% - 13.83%	9.60%
Religious Facilities	6.96% - 16.38%	10.90%
-		
CBRE Estimate		20.00%
Compiled by: CBRE		

As shown, average discount rates for going concern and special purpose properties ranged from 8.78% to 14.00%. Based upon the location and the revenue generating capabilities of the subject, we conclude that the appropriate capitalization rate would be at or above the upper portion of the data range presented.

We have estimated at a discount rate of 20% for the subject property.

- Playing all or part of the season in climate controlled (indoor) stadiums and/or neutral warm weather sites such as Arizona, Texas and Florida.

REVENUE ASSUMPTIONS

In forecasting their revenues over a projected holding period, we have considered the operating history of the subject suites. This data is contained in detail in the appraiser's files and available upon request. Between 2017 and 2019 the subject suites revenue ranged between \$1.34 and \$1.63 million. The historic occupancy level of the subject suites during this period ranged between 21% and 27%.

The historic attendance at Oakland Coliseum since 2000 has also been considered. Detailed information is contained in the appraiser's files and is available upon request. The Oakland A's have demonstrated historical nominal changes in attendance levels over the past 20 years. Attendance levels are consistently below the American League average.

- The analysis for the subject suites projects a 10 year holding period extending from 2020-2029 inclusive.
- Given the uncertainty surrounding the 2020 season *as of the effective appraisal date*, we have forecast 2020 revenue for the subject suites at 50% of historic revenue of the 2019 season.
- Forecast revenues for the subject suites for 2021-2029, reflect that A's attendance has been inconsistent, if not declining, since 2000. The forecast is based on a continuation of 2019 revenue levels on a constant basis, reflecting neither increases nor decreases over the holding period.
- Many suite-goers opt instead to order F&B directly from Aramark, the concessionaire, using a more expansive "a la carte" menu (sometimes day-of-game, but typically in advance). No data was provided re: these Aramark orders. While there is available data re: A's provided predetermined F&B package sales, this would not necessarily paint the full picture. Therefore F&B has been excluded from the data provided and from our revenue forecast, meaning all the forecast revenue can be attributed to tickets.
- Based upon the provided data there are no specifically allocated operating expenses associated with the operation of the subject suites.

No reversion is forecast as it is reasonably assumed that by 2030 the A's will be playing in a venue other than the Oakland Coliseum, and that without either the Raiders or the A's the suites will have no remaining economic life.

RISK ASSUMPTIONS/VALUE CONCLUSION

- Representatives of the Association of Luxury Suite Directors indicated that there have been no bulk secondary sales of luxury suites in a baseball stadium for at least 10 years indicating that there is a limited market for the subject suites.

definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- buyer and seller are typically motivated;
- both parties are well informed or well advised, and acting in what they consider their own best interests;
- a reasonable time is allowed for exposure in the open market;
- payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.⁸

Contributory value. 1. A type of value that reflects the amount a property or component of a property contributes to the value of another asset or the property as a whole. 2. The change in the value of a property as a whole, whether positive or negative, resulting from the addition or deletion of a property component.

From the *Dictionary of Real Estate Appraisal*, 6th edition:

VALUATION ASSUMPTIONS

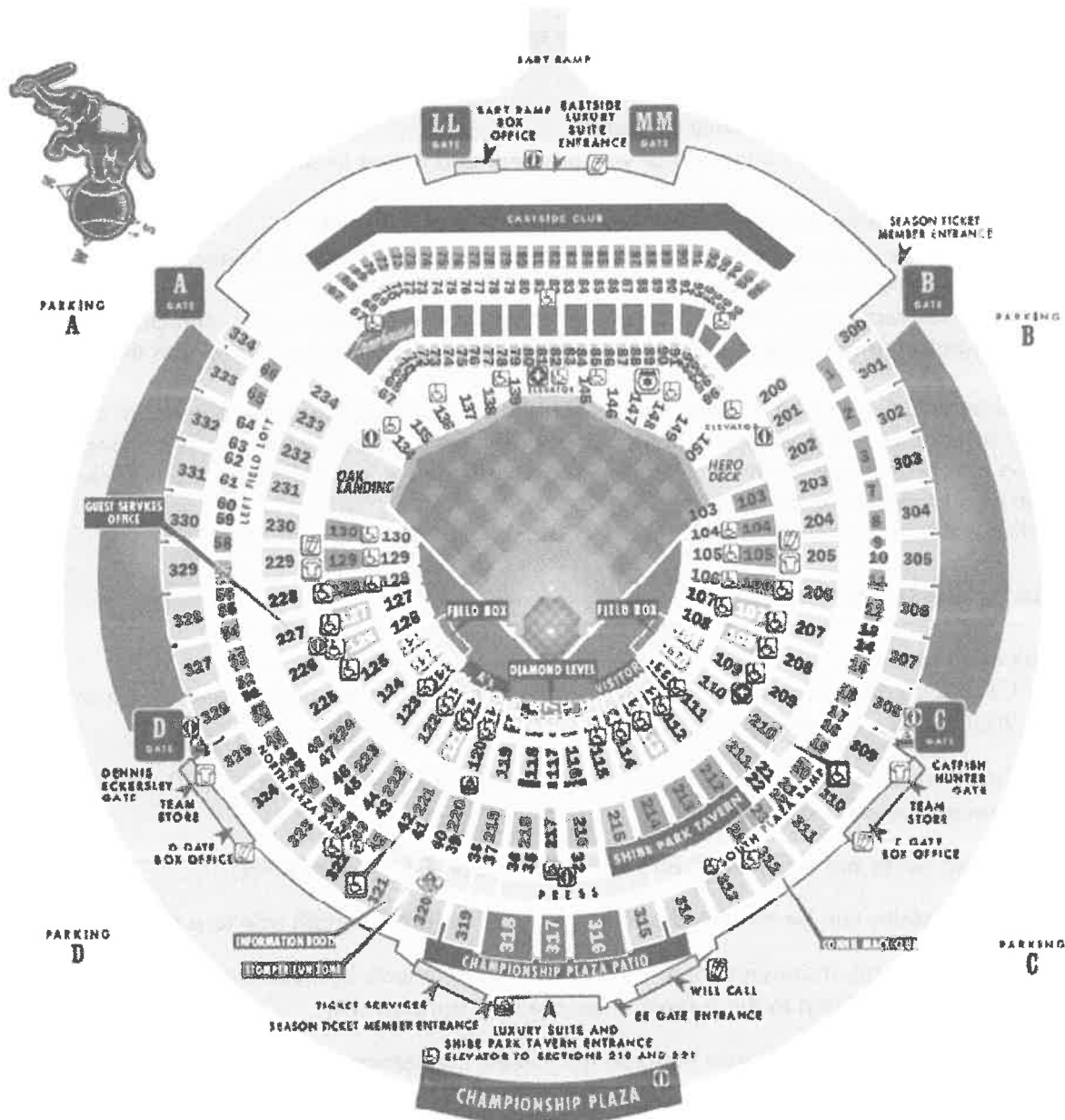
This valuation assumes:

- Continued operation of the Oakland Coliseum for a 10- year period extending from 2020-2029, inclusive;
- Oakland A's continued occupancy in the Oakland Coliseum over the 2020-2029 forecast period, inclusive;
- Subject suites are maintained and operated in a professional manner;
- Subject suites can be marketed and conveyed in an arm's length sale to a third party;
- All operational, management or maintenance agreements between the subject venue and the team pertaining to the subject suites are fully transferrable;
- Any contractual agreements between the subject concessionaire(s) and the subject venue pertaining to the subject suites are fully transferrable.

The 2020 Major League Baseball season has been delayed due to concerns relating to the COVID-19 virus. As of the effective appraisal date and as of this writing there is no specific resolution re: how the 2020 baseball season will proceed, if at all. The reported possibilities include, but are not limited to:

- Cancelling the 2020 season
- Delaying the start of the season until late 2Q or early 3Q 2020

⁸ Interagency Appraisal and Evaluation Guidelines; December 10, 2010, Federal Register, Volume 75 Number 237, Page 77472.



DEFINITION OF VALUE

The current economic definition of market value agreed upon by agencies that regulate federal financial institutions in the U.S. (and used herein) is as follows:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this

East Side Suites Valuation

INTRODUCTION

This valuation represents the contributory value of the East Side Suites representing 90 luxury suites in the Oakland Coliseum in Oakland, Alameda County, California.

There is a total of 141 suites in the Coliseum. Therefore, the subject 90 suites represent the majority, though not the entirety of the Coliseum's suites. As per the Oakland A's, two of the subject suites have historically not been available for rent, leaving a total of 88 revenue generating suites.

The Coliseum was opened in 1966. The 90 subject luxury suites were added in 1996 to accommodate the needs of the NFL Oakland Raiders who returned to Oakland in 1995. Under a football configuration, the subject suites are located along one sideline and considered highly desirable. The Raiders left the Oakland Coliseum after the 2019 season and will play future seasons in Las Vegas. We are unaware of any specific plans for another football team to occupy the Coliseum in the foreseeable future.

As the Oakland A's Major League Baseball team is the primary occupant of the Coliseum, the venue is configured for baseball usage.

The following graphic represents the seating chart for Oakland Coliseum under a baseball configuration. Note that the subject suites are all located in the outfield which is generally regarded by baseball fans as less desirable than suites or seats situated between home plate and first base or between home plate and third base.

was given the least amount of weight. Sale 8 is development site for a mixed use/casino/hotel site in Elk Grove, south of Sacramento.

The sizes of the sale range from 14.89 to 116.64 acres; we were able to bracket the subject's site size but most area notably smaller. The price per square foot range presented by the comparables is \$22.50 to \$38.59 with an average of \$28.34 per square foot. The subject property is at the upper end of the bracketed size range, but is bracketed in location and overall appeal compared to the comparables. The subject property is a prime location along Interstate 880 that is nearby BART, rail and the Oakland Airport.

The valuation considers the Coliseum site land as if vacant, unimproved and unencumbered, including forecast demolition costs. The contributory value of the existing Coliseum and Arena improvements, if any, has not been considered in this value conclusion.

In consideration of the subject's size, locale, and infrastructure requirements, we have concluded with a land value prior to demolition of about \$27.00 per square foot for the subject. The following chart presents the valuation conclusion:

Demolition costs are based on the size of the existing improvements, which consist of the 615,000 square foot arena and the 1,400,000 square foot coliseum/exhibition area. We have utilized a cost per square foot of improvements figure of \$7.50 given the overall size of the project. The figure assumes that the structural components would be removed from the site but that concrete/asphalt components would be ground into gravel and left on site. The cost figure does not account for any possible asbestos or lead remediation costs, which can drive the overall demolition cost significantly higher.

The following chart presents the valuation conclusion:

CONCLUDED LAND VALUE FOR COLISEUM SITE				
\$ PSF		Subject SF		Total
\$27.00	x	4,899,168	=	\$132,277,536
\$28.00	x	4,899,168	=	\$137,176,704
Indicated As If Vacant Land Value :		not less than		\$132,300,000
		(Rounded \$ PSF)		\$27.00
LESS: Projected Demolition Costs				
Estimated Demolition of the Arena (615,000 SF)				4,612,500
Estimated Demolition of the Stadium/Exhibition Area (1,400,000 SF)				10,500,000
Total Estimated Demolition Cost (rounded to nearest 100K)				-15,100,000
Indicated As Is Land Value		not less than		\$117,200,000
Compiled by CBRE				

SUMMARY OF COMPARABLE LAND SALES COLISEUM SITE										
No.	Property Location	Transaction Type	Date	Zoning	Actual Sale Price	Adjusted Sale Price ¹	Size (Acres)	Size (SF)	Price Per Acre	Price Per SF
1	1310, 1410, 1430 Harbor Bay Parkway Alameda, CA 94502	Sale	Mar-19	C-M-PD, Commercial Manufacturing	\$17,332,100	\$17,332,100	18.01	784,516	\$962,360	\$22.09
2	Bunche Drive & Cushing Parkway Fremont, CA 94538	Sale	Jan-17	P-2000-214	\$123,332,000	\$143,847,043	111.00	4,835,179	\$1,295,915	\$29.75
3	Coleman Ave San Jose, CA 95050	Sale	Mar-18	A (PD)	\$33,968,500	\$33,968,500	20.21	880,348	\$1,680,777	\$38.59
4	SWC Jack London Blvd & Isabel Ave Livermore, CA 94550	Sale	Feb-18	PD, Planned Development	\$20,688,000	\$20,688,000	19.27	839,401	\$1,073,586	\$24.65
5	7200 Johnson Drive Pleasanton, CA 94588	Sale	Jun-18	PUD-C	\$25,000,000	\$25,000,000	15.68	683,008	\$1,594,418	\$36.60
6	Dublin Boulevard Dublin, CA 94568	Sale	Aug-18	PD	\$14,594,000	\$14,594,000	14.89	648,608	\$980,121	\$22.50
7	1 Great America Parkway Santa Clara, CA 95054	Sale	Jun-19	PD	\$150,250,000	\$150,250,000	116.64	5,080,838	\$1,288,152	\$29.57
8	10455 W. Stockton Blvd. Elk Grove, CA 95757	Sale	Jan-17	SPA, Special Planning Area	\$36,000,000	\$36,000,000	35.93	1,565,111	\$1,001,948	\$23.00
Subject	7000 Coliseum Way, Oakland, California	---	---	D-CO-2, Coliseum Area Commercial District 2	---	---	112.47	4,899,168	---	---

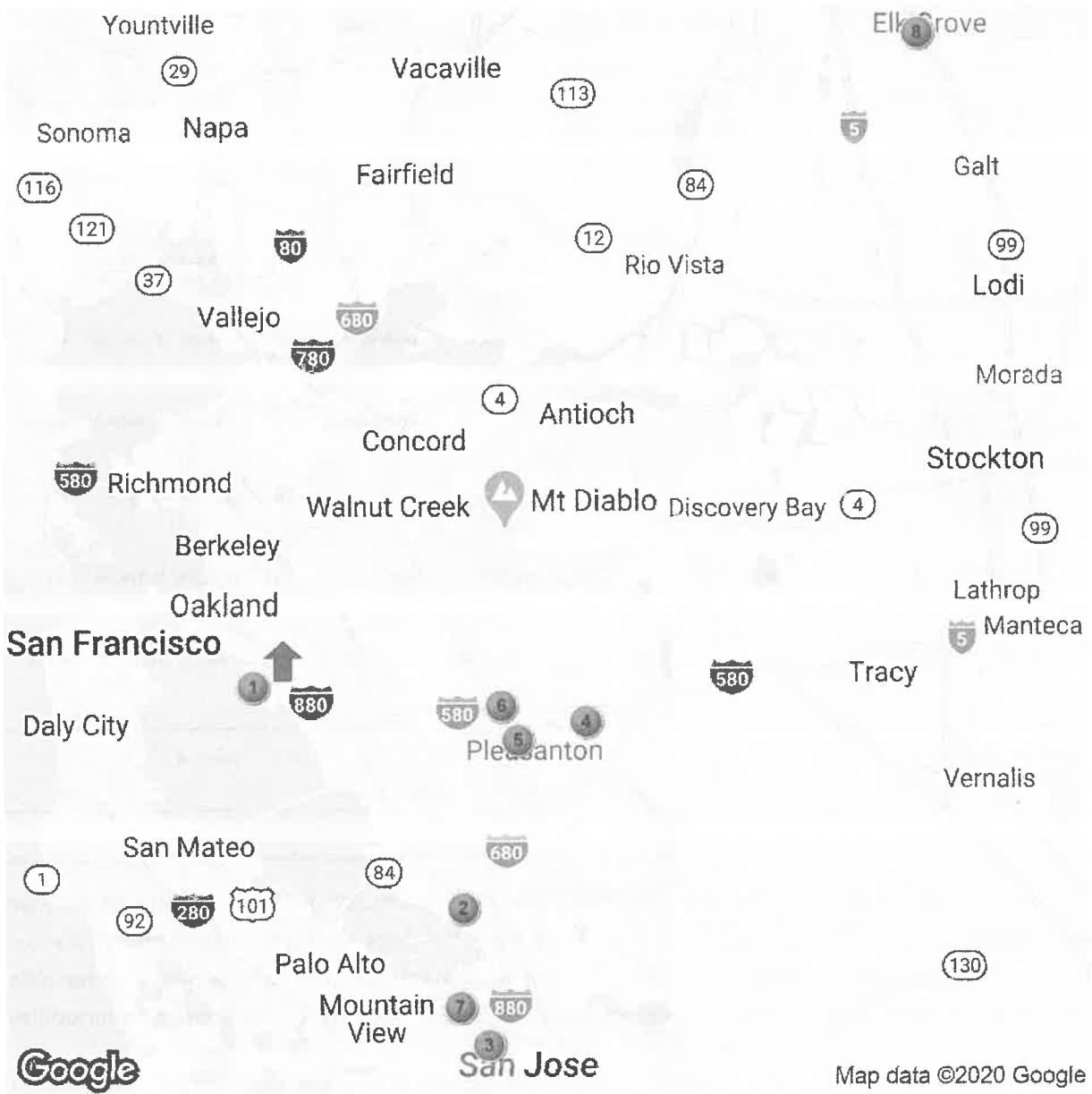
¹ Adjusted sale price for cash equivalency and/or development costs (where applicable)
Compiled by CBRE

The sales utilized represent the best data available for comparison with the subject as a large development site. We searched for well-located sites that were a large redevelopment and/or freeway fronting commercially zoned project. We were unable to find any recent, comparable land sales in the City of Oakland. We searched for larger projects in the nearby communities and counties.

DISCUSSION/ANALYSIS OF LAND SALES

The comparables consist of eight closed development site sales, over the last several years; five of the sales are within Alameda County. Two are from Santa Clara County and one is from Sacramento County.

Sale 1 is a smaller project in Alameda but very near the subject. Sale 2 represents the former proposed A's stadium site in Fremont. Sale 3 is a larger redevelopment site near the San Jose Airport. Sale 4 is a development site on the Pleasanton/Livermore border in eastern Alameda County. Sale 5 is a development in Pleasanton on Interstate 680. Sale 6 is a development site adjacent to Interstate 580 in Dublin. Sale 7 is the fee simple acquisition of the land under the Great America theme park in Santa Clara; it was previously ground leased. Given the differences, this sale



Land Value – As If Vacant

The subject comprises two adjacent parcels totaling 112.47 acres, which currently house the Oakland/Alameda County Coliseum and Arena facilities, in Oakland, Alameda County, California. The subject site is bounded by Coliseum Way (I-880) to the west, 66th Avenue to the north, and Hegenberger Road to the east and south.

This section pertains to the underlying land value on a hypothetical, as if vacant and unencumbered basis. First, the site was assumed to be vacant and unimproved. Second, the existing assessment bonds were not included or deducted from this section of the valuation.

The subject property represents a prime development site on the eastern side of Interstate 880 between 66th Avenue and Hegenberger Road. The property represents a desirable freeway fronting development site. The overall site is irregular but has good access and visibility. The large size of the site and the development potential largely mitigate the numerous easements (creeks, waterlines and power lines) impacting the subject. Any redevelopment of the subject will have to take these impediments to development into account but is not viewed as a significant factor to its ultimate redevelopment.

The subject is viewed as a large redevelopment project that would likely appeal to a large land developer. The subject does not represent a finished commercial site. The subject is currently developed but the infrastructure on-site would not likely support a high-density development. Significant land development infrastructure costs would be required to redevelop to subject since it is a 112-acre site. These costs are completely unknown at this time and will be contingent on the specifics of any future redevelopment.

The subject's zoning is specific to the subject and the immediate area (D-CO-2). The general plan is regional commercial. The zoning and general plan support a wide range commercial uses with possible residential uses on a mixed-use basis.

The following map and table summarize the comparable data used in the valuation of the subject site. A detailed description of each transaction is included in the addenda.

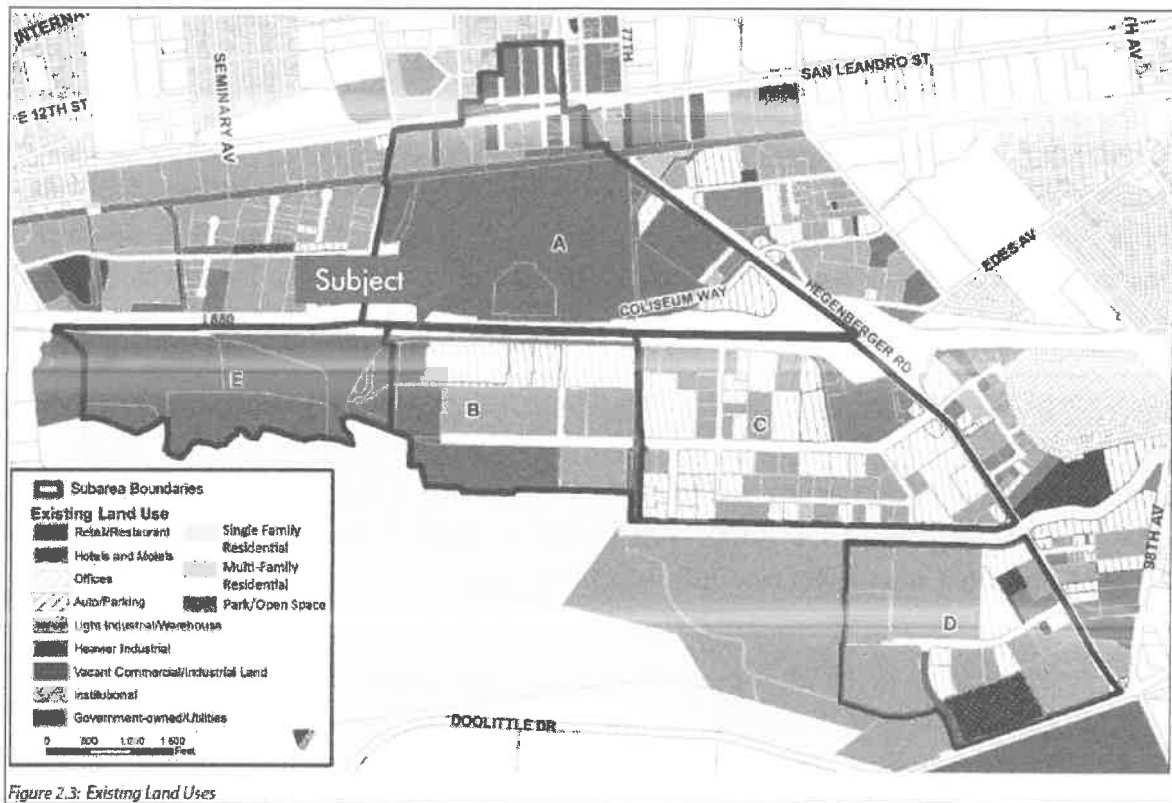
Zoning

The following chart summarizes the subject's zoning requirements.

ZONING SUMMARY	
Current Zoning	D-CO-2, Coliseum Area Commercial District 2
General Plan Land Use	Regional Commercial
Legally Conforming	Yes
Uses Permitted	D-CO-2 Coliseum Area District - 2 Commercial Zone (Coliseum District). The D-CO2 Zone is intended to create, maintain and enhance areas that allow a broad mixture of residential, retail, commercial, office, and light industrial uses, and serve as regional drawing centers of sports, entertainment, and business activities.
Zoning Change	Not likely
Category	Zoning Requirement
Source: Planning & Zoning Dept.	

The subject is zoned D-CO-2- Coliseum Area Commercial District (Zone 2), with a General Plan designation of Regional Commercial.

Based on the provided data, the subject's existing improvements represent a legal, conforming use. It is recommended that City of Oakland Planning personnel be contacted for more specific information, which might be applicable to the subject.



CONCLUSION

The site has a good location within the neighborhood for its current use and is afforded good access and visibility from roadway frontage. The site is very large in comparison with existing sites in the Bay Area region although its shape and other physical factors generally do not limit development to its highest and best use. Overall, there are no known factors that would prevent the site from being developed to its highest and best use, as if vacant, or adverse to the existing use of the site.

Zone, which are delineated by a fault line surrounded by a yellow rectangle. Special Studies Zones are currently called Earthquake Fault Zones as of January 1, 1994.

ENVIRONMENTAL ISSUES

CBRE, Inc. is not qualified to detect the existence of potentially hazardous material or underground storage tanks which may be present on or near the site. The existence of hazardous materials or underground storage tanks may affect the value of the property. For this appraisal, CBRE, Inc. has specifically assumed that the property is not affected by any hazardous materials that may be present on or near the property.

FLOOD ZONE

According to flood hazard maps published by the Federal Emergency Management Agency (FEMA), the site is within Zone X500 (also known as Zone X shaded), as indicated on the indicated Community Map Panel No. 06001C 0089H.

Zones B and X (shaded) are areas of 0.2-percent-annual-chance floodplain, areas of 1-percent-annual-chance (base flood) sheet flow flooding with average depths of less than 1 foot, areas of base flood stream flooding with a contributing drainage area of less than 1 square mile, or areas protected from the base flood by levees. No Base Flood Elevations (BFEs) or depths are shown in this zone, and insurance purchase is not required.

ADJACENT PROPERTIES

The adjacent land uses are summarized as follows:

- North: To the north of 66th Avenue is an industrial enclave providing warehouses and various light industrial buildings.
- South: The area south of Hegenberger Road and east of the railroad tracks provides a mix of light and heavy industrial uses. The surrounding land uses south of Hegenberger Road, stretching from the railroad tracks to Doolittle Drive, consist of a mix of non-residential uses including light industrial, offices, hotels, and some retail and local restaurants.
- East: To the east of the subject (south of 66th Avenue and north of Hegenberger Road) is an area largely comprised of residential uses, both multi-family and single-family homes, fronting the Plan Area along Hawley Street.
- West: West of the subject, beyond I-880 is a mix of accessory offices, open-surface parking lots and light industrial/warehouse facilities.

The following depicts the boundaries of the subject Plan Area and those surrounding uses as identified by the City of Oakland: