

DONATION AGREEMENT FOR LEASEHOLD INTERESTS AND JOINT ESCROW INSTRUCTIONS

This DONATION AGREEMENT FOR LEASEHOLD INTERESTS AND JOINT ESCROW INSTRUCTIONS (“**Agreement**”), dated _____, 2026 (“**Agreement Date**”), is made by and between the City of Richmond, a charter city (“**City**”), and ORTON ENTERTAINMENT, LLC, a California limited liability company (“**Donor**”). Old Republic Title Company shall serve as both “**Escrow**” and “**Title Company**”.

RECITALS

A. That certain improved real property commonly known as 1414-1422 Harbor Way South in the City of Richmond (APN 560-181-114 & 115) legally described on Exhibit A is hereinafter referred to as the “**Real Property**.”

B. Donor owns that certain Leasehold Interests in the Real Property created by those certain Ground Leases between the Redevelopment Agency of the City of Richmond, California as landlord (“**RDA**”) and Ford Point LLC (“**Ford Point**”) each of which were reflected in a Memorandum of Lease each dated December 9, 2004 recorded on December 17, 2004 as Instrument No. 2004-484771 & 2004-484772 respectively in the Official Records of Contra Costa County which ground leases were subsequently assigned to Donor pursuant to those certain Assignments of Ground Lease recorded on June 16, 2022 as Instrument No. 2022-0099939 (re-recorded on July 8, 2022 as Instrument No. 2022-01010458) and Instrument No 2022-0099940 (“**Ground Leases**”) PLUS any and all personal property used in the operation and maintenance of the Real Property including furniture, machinery & equipment (collectively the “**GL Leaseholds**”).

C. In accordance with the Ground Leases, a Certificate of Completion was executed by the RDA and recorded on June 13, 2012 as Instrument No. 2012-0140096 in the Official Records of Contra Costa County (“**Certificate of Completion**”).

D. Subsequently Donor entered into a certain Lease dated June 14, 2022 with MC MP Ford Point Realty, LLC (owner of the adjoining property to the north) (“**Auxiliary Lease Landlord**”) for a term of fifty-five (55) years (with an evergreen provision) to have the right to use restrooms, storage kitchen and production office for the benefit of the Leasehold Interests (“**Auxiliary Lease**”). The Auxiliary Lease provides that it automatically terminates upon termination or expiration of the Ground Leases.

E. Under California law, the legal successor to the RDA is the City of Richmond as the Successor Agency of the Richmond Redevelopment Agency (“**Successor Agency**”). The Successor Agency transferred fee title of the Real Property to City in 2017.

F. Donor has offered to donate the GL Leaseholds and the Auxiliary Leasehold (jointly the “**Leasehold Interests**”) to City and City wishes to accept donation of the Leasehold Interests under the terms and conditions stated in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties mutually agree as follows:

AGREEMENT

1. DONATION OF LEASEHOLD INTERESTS.

1.1 Donation. Donor agrees to donate the Leasehold Interests by assigning the Ground Leases and the Auxiliary Lease to City on the terms and conditions set forth in this Agreement.

1.2 Donated Leasehold Value. Donor has agreed to obtain an appraisal of the Leasehold Interests from a MAI appraisal to establish the value thereof (“**Donated Leasehold Value**”). The appraisal is provided by Donor to City solely as an accommodation without any representation or warranty regarding the Donated Leasehold Value for the use of establishing the amount of coverage under the Title Policy (as defined in Section 6.2).

1.3 AS-IS Condition. At of the Closing, Donor’s donation of the Leasehold Interests is made in AS-IS condition subject to only the representations and warranties specified in this Agreement.

1.4 Donor Contribution. Through Escrow at the Closing, Donor shall donate the sum of Eighty Thousand Dollars (\$80,000) to City as part of this transaction (“**Donor Contribution**”).

2. EFFECTIVE DATE.

2.1 Effective Date. This Agreement shall be effective upon execution of this Agreement by City after its approval by the City Council (“**Effective Date**”), but in no event later than April 8, 2026 and, in the event the Agreement has not been executed by the City and delivered to Donor and Escrow Holder on or before said date, then Donor’s execution hereof shall be deemed withdrawn and no part of this Agreement shall be effective, for any reason.

2.2 Opening of Escrow. Within two (2) days of the Effective Date, the parties shall open an escrow with Escrow Holder by causing an executed copy of this Agreement to be deposited with Jay Pugh, Escrow Office Jay.Pugh@fnf.com at Fidelity National Title Company, 44 Montgomery Suite 1650, San Francisco, CA 94104 (415) 516-1337 (“**Escrow Holder**”) who shall sign the last page hereof accepting this Agreement and provide executed copies thereof to each party. Escrow shall be deemed opened upon Escrow Holder’s (i) receipt and acceptance of an executed copy of this Agreement; and (ii) receipt of the Deposit (as defined in Section 3.1) (“**Opening of Escrow**”).

3. DEPOSIT; GOOD FUNDS.

3.1 Deposit. As the Opening of Escrow, the sum of Two Thousand Dollars (\$2,000) shall be deposited by City into Escrow (“**Deposit**”).

3.2 Donor Contribution. At least one (1) day prior to Closing, Donor shall deliver the Donor Contribution (pursuant to Section 1.4) to Escrow to be disbursed to City at Closing.

3.3 Good Funds. All funds deposited in Escrow shall be in “**Good Funds**” which means a wire transfer of funds, cashier’s or certified check drawn on or issued by the offices of a financial institution located in the State of California.

4. FUNDS AND DOCUMENTS REQUIRED FROM CITY AND DONOR.

4.1 Donor. Donor agrees that on or before 12:00 noon at least one (1) business day prior to the Closing Date, Donor will deposit with Escrow Holder such items and instruments (executed and acknowledged, if appropriate) as may be necessary in order for the Escrow Holder to comply with this Agreement, including without limitation:

a. Two (2) copies of the Assignment and Assumption of Ground Leases in the form attached hereto as Exhibit B-1 (“**Ground Leases Assignment**”).

b. Three (3) copies of the Assignment of Lease in the form attached hereto as Exhibit B-2 (“**Auxiliary Lease Assignment**”) which is to be executed by Donor and the Auxiliary Lease Landlord.

c. A Bill of Sale in the form of Exhibit C (“**Bill of Sale**”) executed by Donor in favor of City for the property specified in the PP List provided by Donor in accordance with Section 7.2.

d. Any other documents as reasonably required by Title Company to remove any non-approved exceptions and any other documents it reasonably requires to issue the Title Policy (pursuant to Section 6.1).

e. A Non-Foreign Affidavit as required by federal law.

f. Such other items and instruments as may be necessary in order for Escrow Holder to comply with this Agreement.

4.2 City. City agrees that on or before 12:00 noon at least one (1) business day prior to the Closing Date, City will deposit with Escrow Holder all funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement, including without limitation:

a. Two (2) copies of the Ground Leases Assignment.

b. Three (3) copies of the Auxiliary Lease Assignment.

c. A Preliminary Change of Ownership Statement completed in the manner required by Contra Costa County (“**PCOR**”).

d. Such funds and other items and instruments as may be necessary in order for Escrow Holder to comply with this Agreement.

5. CLOSING DATE; TIME IS OF ESSENCE.

5.1 Closing Date. Escrow shall close on or before April 30, 2026 (“**Closing Date**”). The terms “**Close of Escrow**” and/or “**Closing**” are used herein to mean the date that the Ground Leases Assignment is recorded in the Office of the County Recorder of Contra Costa County, California.

5.2 Possession. Upon the Close of Escrow, Donor shall deliver possession of the Leasehold Interests to City free of all tenants or occupants.

5.3 Time is of Essence. City and Donor specifically agree that time is of the essence under this Agreement. The parties agree that the specified dates under this Agreement are specifically enforceable and shall not be subject to substantial compliance arguments.

5.4 City Manager Authority. The City Manager or her designee (who has been designated in writing by the City Manager) shall, in her sole and exclusive discretion, on behalf of City, have the authority to (i) extend any dates under this Agreement, (ii) execute documents required to effect this transaction, and (iii) agree to any non-material modifications of this Agreement.

6. TITLE POLICY.

6.1 Approval of Title.

(a) City may obtain a preliminary title report issued by Fidelity National Title Insurance Company ("**Title Company**"), describing the GL Leasehold Interests Property, together with copies of all exceptions specified therein and a map plotting all easements specified therein ("**Preliminary Title Report**").

(b) Nothing to the contrary herein withstanding, City shall be deemed to have automatically objected to, and Donor shall remove from title, all leases (except as provided herein), deeds of trust, mortgages, judgment liens, federal and state income tax liens, delinquent general and special real property taxes and assessments and similar monetary encumbrances affecting the Property, and Donor shall discharge any such non-permitted title matter of record prior to or concurrently with the Close of Escrow.

6.2 Title Policy. At the Close of Escrow, Escrow Holder shall furnish City with an ALTA owner's non-extended leasehold policy of title ("**Title Policy**") insuring the GL Leasehold Interests to the Property vested in City in the amount of the Donated Leasehold Value, containing no exceptions to such title which has not been approved or waived by City in accordance with this Section. The cost of the City's Title Policy to Donor shall be paid by City. The City's Title Policy shall also include any available extended coverage or endorsements that City has reasonably requested.

6.3 Fee Interest. As of the Agreement Date, the City owns the fee interest in the Real Property. Concurrently with Closing, City may elect in its sole discretion, to terminate the Ground Leases as of the Closing and have the Title Policy insure the fee ownership of the Property with an owners title policy accepting all the same exceptions noted in Section 6.1 except as approved by City.

7. DUE DILIGENCE.

7.1 NHD Report. Within two (2) days of Opening of Escrow, Escrow shall order and deliver to City a Natural Hazard Disclosure report for the Real Property issued by Disclosure Source ("**NHD Report**") for City's review and approval.

7.2 Due Diligence. Donor has provided City with any and all documents and information in Donor's possession and control concerning the Leasehold Interests including the Ground Leases, the Auxiliary Lease, contracts, leases, subleases, reports, business operation records, utility bills, real estate tax bills, a list of all personal property, if any ("**PP List**"), surveys, engineering reports, soils studies, soils compaction reports, grading plans, environmental information, inspections or reports regarding structural, seismic, roof, HVAC, soil, paving, environmental compliance, ADA compliance and all work on the Property in the last 6 months; as-built plans; permits and inspection reports regarding fire, building, health, zoning and use compliance ("**Donor Information/Documents**"). Commencing with the Effective Date, City shall have the right to obtain at its cost to conduct such engineering, feasibility studies, inspections, soils tests, environmental studies and other investigations as City in its sole discretion may desire, to permit City to determine the suitability of the Leasehold Interests for City's contemplated uses and to conduct such other review and investigation which City deems appropriate to satisfy itself to acquire the Leasehold Interests.

7.3 Disapproval of Due Diligence Matters. No later than the Closing Date ("**Due Diligence Expiration Date**") and which period of time is the "**Due Diligence Period**", City may, in

its sole discretion, notify Donor in writing (with a copy to Escrow Holder) of (i) its disapproval of the due diligence matters in its sole discretion; and (ii) its election to terminate this Agreement and Escrow (“**Disapproval and Termination Notice**”). If City sends the Disapproval and Termination Notice in the time and manner specified above, the parties shall execute any documents required by Escrow Holder and upon receipt of said documents executed by the parties, Escrow Holder shall return the Deposit (less any cancellation charges) to City. If City does not deliver the Disapproval and Termination Notice in the time and manner specified above, City shall conclusively be deemed to have approved due diligence matters.

7.4 Right to Enter. Donor has previously granted and continues to grant City, its agents and employees a limited license to enter upon the Leasehold Interests for the purpose of conducting engineering surveys, soil tests, investigations or other studies reasonably necessary to evaluate the condition of the Leasehold Interests, which studies, surveys, reports, investigations and tests shall be done at City’s sole cost and expense. City agrees to indemnify, and hold Donor free and harmless from and against any and all losses, damages, liabilities, claims, causes of action, judgments, court costs and legal or other expenses (including reasonable attorneys’ fees) which Donor may suffer or incur as a consequence of City’s exercise of the license granted pursuant to this Section 7.4 or any act or omission by City, any contractor, subcontractor or material supplier, engineer, architect or other person or entity acting by or under City (except Donor and its agents) with respect to the Leasehold Interests during the term of this Agreement, excepting any and all losses, damages, liabilities, claims, causes of action, judgments, court costs and legal or other expenses (including reasonable attorneys’ fees) arising from the mere discovery by City of any hazardous materials or conditions and excepting to the extent such claims arise out of the negligence or misconduct of Donor. City’s obligations under this Section 7.4 shall survive termination of this Agreement for any reason.

8. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

8.1 Conditions to City’s Obligations. The obligations of City under this Agreement are subject to the satisfaction or written waiver (except as to item (c), below), in whole or in part, by City of each of the following conditions precedent (“**City’s Conditions Precedent**”):

- a. Title Company will issue the Title Policy as specified in Section 6.2.
- b. Donor is current with respect to all applicable City business taxes.
- c. Auxiliary Lease Landlord has executed three (3) copies of the Auxiliary Lease Assignment and delivered same to Escrow.
- d. City has approved the Leasehold Interests (including, without limitation, any conditions or requirements as a prerequisite to the assignment of same as may exist under the Ground Leases and/or the Auxiliary Lease) pursuant to Section 7 (“**City Leasehold Assignment Approval**”). (This provision shall not be construed to limit any of Donor’s representations and warranties to City regarding the Ground Leases or Auxiliary Lease as set forth in this Agreement). Upon Closing, this condition shall be deemed fully satisfied.
- e. Escrow Holder holds and will deliver to City the instruments and funds, if any, accruing to City pursuant to this Agreement.
- f. Donor is not in default of its obligations under this Agreement.

8.2 Conditions to Donor’s Obligations. The obligations of Donor under this

Agreement are subject to the satisfaction or written waiver, in whole or in part, by Donor of the following conditions precedent:

- a. Escrow Holder holds and will deliver to Donor the instruments and funds, if any, accruing to Donor pursuant to this Agreement.
- b. Auxiliary Lease Landlord has executed three (3) copies of the Auxiliary Lease Assignment and delivered same to Escrow.
- c. City has issued the City Leasehold Assignment Approval.
- d. City is not in default of its obligations under this Agreement.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS.

9.1 By Donor. Donor hereby makes the following representations and warranties to City, each of which is true in all respects as of the Opening of Escrow and shall be true in all respects on the date of Close of Escrow:

- a. Donor has delivered to City copies of all Donor Information/Documents in its possession or control. No subleases, contracts or similar agreements for maintenance or operations exist as of the Effective Date.
- b. Donor has delivered to City all documents related to the Ground Leases. The Ground Leases are in full force and effect, Donor has neither given nor received any notice of default thereunder and Donor has the right to transfer the Ground Leases pursuant to the Ground Lease Assignments.
- c. Donor has delivered all documents related to the Auxiliary Lease which is in full force and effect, and as of the Close of Escrow, Donor shall have no outstanding obligations under the Auxiliary Lease (including CAM charges, etc.). Donor has the right to assign the Auxiliary Lease pursuant to the Auxiliary Lease Assignment subject to its provisions (including, without limitation, Section 11.4).
- d. Donor has received no notice and/or has no knowledge that any governmental authority or any employee or agent thereof considers the present or proposed operation, use or ownership of the Leasehold Interests to violate or have violated any ordinance, rule, law, regulation or order of any government or agency, body or subdivision thereof, or that any investigation has been commenced or is contemplated respecting such possible violations.
- e. There are no pending or threatened lawsuits or claims which would affect the Leasehold Interests. Donor is a named defendant in that certain civil action (seeking monetary damages) filed by PB Development Group, Inc., a California corporation ("**PBDG**"), in the Superior Court of California, County of Contra Costa, under Case No. C25-01631 ("**PBDG Action**"). The PBDG Action stems from Donor's engagement of PBDG as a manager of certain operations at the Real Property and the PBDG Action does not purport to claim any interest in the Real Property or any right to lien the Real Property and shall not appear as an exception on the Title Policy.
- f. Donor has received no written notice from any third parties, prior owners of the Leasehold Interests, or any federal, state or local governmental agency

indicating that any hazardous waste remedial or clean-up work will be required on the Leasehold Interests.

g. Donor removed the Dock in compliance with all applicable governmental requirements (“**Dock Removal**”).

h. Except as otherwise disclosed to City as part of the due diligence in Section 7, no construction or repair work (except for the removal of the Dock) has been done on the Leasehold Interests within six (6) months from the Agreement Date.

i. There are no leases, subleases, licenses or other agreements of any kind affecting the Leasehold Interests.

j. To the best of Donor’s knowledge, all structures are in good condition and repair except as otherwise disclosed in writing by Donor to City during the Due Diligence Period.

k. Except as may be disclosed in the Preliminary Title Report, Donor is unaware of any easements or encroachments onto the Real Property by buildings or improvements on any adjoining real property, nor, to the best of Donor’s knowledge, do any buildings or improvements on the Real Property encroach on other properties.

l. Donor is not a foreign person as defined in Internal Revenue Code Section 1445(f)(3).

m. All utilities, including gas, electricity, water, sewage, and telephone, are available at the Leasehold, and all such items are believed by Donor to be in good working order (and City shall inspect same to City’s satisfaction during the Due Diligence Period).

n. Donor has the unimpeded power to execute, deliver and perform Donor’s obligations under this Agreement and the documents executed and delivered by Donor pursuant hereto.

o. To the best of Donor’s knowledge, there are no contingent liabilities affecting the Leasehold Interests or any part thereof which would be binding upon City or to which the Leasehold would be subject after the Closing.

p. To the best of Donor’s knowledge, there are no pending actions, lawsuits, suits or claims against the Leasehold Interests except the PBDG Action as summarized above.

q. All copies of documents delivered by Donor to City are, to the best of Donor’s knowledge, true, genuine, complete and correct copies of the original executed documents which they purport to be.

Until the Closing, Donor shall not do anything which would impair Donor’s title to any of the Leasehold Interests and if Donor learns of any fact or condition which would cause their actual knowledge to change such that they learn of facts that would cause the representations in this Section not to be true as of the Closing, Donor shall immediately give written notice of such fact or condition to City.

As used in this Agreement, the phrase “to Donor’s knowledge” or words of similar import shall mean the actual (and not constructive or imputed) knowledge, without independent investigation or

inquiry, of J.R. Orton III (and Donor represents that J.R. Orton III is the individual with primary responsibility for the donation set forth herein). The express representations and warranties made in this Agreement shall not merge into any instrument or conveyance delivered at Close of Escrow; provided, however, that any action, suit or proceeding with respect to the truth, accuracy or completeness of such representations and warranties shall be commenced and served if at all, on or before the date which is two (2) years after the date of Close of Escrow and, if not commenced and served on or before such date, thereafter shall be void and of no force or effect. Donor shall have no liability with respect to any of the foregoing representations and warranties if, prior to Close of Escrow, City discovers or learns of information (from whatever source, including, as a result of City's due diligence tests, investigations and inspections of the Real Property, or disclosure by Donor or Donor's agents and employees in writing to City) that contradicts any of the representations and warranties set forth in this section, or renders any of said representations and warranties untrue or incorrect, and City nevertheless consummates the transaction contemplated by this Agreement.

Notwithstanding anything to the contrary herein, Donor shall indemnify and hold the City harmless with respect to the PBDG Action and the Dock Removal and this obligation shall survive Closing.

9.2 By City. City hereby makes the following representations and warranties to Donor, each of which is true in all respects as of the Opening of Escrow and shall be true in all respects on the date of Close of Escrow:

(a) City has neither given nor received any notice of default under the Ground Leases.

(b) City has the unimpeded power to execute, deliver and perform City's obligations under this Agreement and the documents executed and delivered by City pursuant hereto.

10. ESCROW PROVISIONS.

10.1 Escrow Instructions. Sections 1 through 6, inclusive, 8, and 10 through 12, inclusive, constitute the escrow instructions to Escrow Holder. If required by Escrow Holder, City and Donor agree to execute Escrow Holder's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder, but about which Escrow Holder need not be concerned. City and Donor will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provision upon Escrow Holder's request. To the extent that the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. City and Donor agree to execute additional instructions, documents and forms provide by Escrow Holder that are reasonably necessary to close Escrow.

10.2 General Escrow Provisions. Escrow Holder shall deliver the Title Policy to the City and instruct the Contra Costa County Recorder to mail the Lease Assignment to City at the address set forth in Section 11 after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Contra Costa County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be according to that party's instructions.

10.3 Real Property Taxes. Real property taxes shall not be delinquent at Closing

so any installment payment shall be paid by Donor. After Closing, Donor may file with the County for a refund of any applicable real property taxes and City shall cooperate with such filing.

10.4 Proration of Maintenance and Utility Costs. All maintenance costs and utility costs shall be prorated to Closing. Donor shall cooperate with the transfer of all utilities to City.

10.5 Payment of Title and Escrow Costs. Donor shall not pay escrow or title costs of this transaction unless the failure to close is caused by Donor and, in such event, Donor shall pay all cancellation costs. At Closing, except as set forth above, City shall pay costs for the Title Policy and escrow fees.

NOTE TO ESCROW HOLDER: NO documentary transfer taxes shall be due pursuant to R&T Code §11922 as a transfer to a governmental entity and R&T Code §11911 as transfer for no consideration. NO transfer fees shall be due under the Richmond Transfer Ordinance as there is no consideration being paid. NO recording fees shall be due as the City is exempt under Govt Code §6103.

10.6 Closing Statement. At least two (2) business days prior to the Closing Date, Escrow Holder shall furnish City and Donor with a preliminary Escrow closing statement showing all costs. The preliminary closing statement shall be approved in writing by the parties. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to the parties.

10.7 Termination and Cancellation of Escrow. If Escrow fails to close due to a failure of a condition precedent, then the party in whose favor the condition precedent runs may elect to cancel this Escrow upon written notice to the other party and Escrow Holder. Upon cancellation, Escrow Holder is instructed to return all documents then in Escrow to the respective depositor of same and disburse the Deposit (less cancellation charges). Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights City or Donor may have against each other arising from the Escrow or this Agreement.

10.8 Documents. Upon recordation of the Lease Assignment, Escrow Holder will deliver a conformed copy of the Lease Assignment to each party.

10.9 Information Report. Escrow Holder shall file and City and Donor agree to cooperate with Escrow Holder and with each other in completing any report (“**Information Report**”) and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045I regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099-B. City and Donor also agree that City and Donor, their respective employees and attorneys, and Escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transactions contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045I, and further agree that neither City nor Donor shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

10.10 No Withholding as Foreign Donor. Donor represents and warrants to City that Donor is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code Section 1445 or an out-of-state Donor under California Revenue and Tax Code Section 18805 and that it will deliver to City on or before the Close of Escrow a non-foreign affidavit on Escrow Holder’s standard form pursuant to Internal Revenue Code Section 1445(b)(2)

and the Regulations promulgated thereunder and a California Form 590-RE.

10.11 Brokerage Commissions. City and Donor each represent and warrant to the other that no third party is entitled to a broker's commission and/or finder's fee with respect to the transaction contemplated by this Agreement. City and Donor each agree to indemnify and hold the other parties harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee.

11. NOTICES. Any notice which either party may desire to give to the other party or to the Escrow Holder must be in writing and may be given (i) by personal delivery (including reputable overnight courier (such as Federal Express, UPS or DHL) which will be deemed received the following day, or (ii) by mailing the same by registered or certified mail, return receipt requested which will be deemed delivered three (3) days after depositing same in the mail, addressed to the party to whom the notice is directed as set forth below, or such other address and to such other persons as the parties may hereafter designate:

To City: City of Richmond
450 Civic Center Plaza
Richmond, CA 94804
Attention: Sasha Curl, City Manager

With a Copy to: Aleshire & Wynder, LLP
1 Park Plaza Suite 1000
Irvine, CA 92614
Attn: David Aleshire, City Attorney-Special Project

With a Copy to: City of Richmond
450 Civic Center Plaza
Richmond, CA 94804
Attention: Shannon Moore, Interim City Attorney

To Donor: Orton Entertainment
1475 Powell Street Suite 101
Emeryville, 92608
Attn: J. R. Orton, III

To Escrow Holder: Fidelity National Title Insurance Company
100 Pine Street Suite 2460,
San Francisco, CA 94111
Attn: Jay Pugh, Escrow Officer

12. GENERAL PROVISIONS.

12.1 Assignment. Neither party may assign this Agreement without the written consent of the other party. This Agreement shall be binding upon and shall inure to the benefit of City and Donor and their respective heirs, personal representatives, successors and assigns.

12.2 Attorney's Fees. In any action between the parties hereto, seeking enforcement of any of the terms and provisions of this Agreement or the Escrow, or in connection with the Leasehold Interests, including any defense of any such action, the prevailing party in such action shall be entitled, to have and to recover from the other party its reasonable attorneys' fees

and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

12.3 Interpretation; Governing Law; Venue. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. The venue for any dispute shall be Contra Costa County.

12.4 No Waiver. No delay or omission by either party in exercising any right or power accruing upon the compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

12.5 Amendments and Modifications. Any amendment or modification of this Agreement must be in writing executed by both parties.

12.6 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.7 Merger. This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements, oral or written are merged herein and shall be of no further force or effect.

12.8 Construction. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, no uncertainty or ambiguity shall be construed or resolved against a party under any rule of construction, including the party primarily responsible for the drafting and preparation of this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

12.9 Qualification and Authority. Each individual executing this Agreement on behalf of Donor which is an entity represents, warrants and covenants to the City that (a) such person is duly authorized to execute and deliver this Agreement on behalf of Donor in accordance with authority granted under the organizational documents of such entity, and (b) Donor is bound under the terms of this Agreement.

12.10 No Third-Party Beneficiaries. This Agreement is only between the parties and is not intended to be nor shall it be construed as being for the benefit of any third party.

12.11 Execution in Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto,

notwithstanding that all parties are not signatories to the original or the same counterpart.

12.12 Electronic Execution. This Agreement may be executed electronically in compliance with UETA and ESIGN using a qualified professional company such as DocuSign or AdobeSign. However, all documents which are to be recorded may not be executed electronically.

12.13 Exhibits. Exhibits A, B-1, B-2 and C attached hereto and incorporated herein by reference.

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

DONOR:

ORTON ENTERTAINMENT, LLC, a California limited liability company

By: ORTON DEVELOPMENT, INC,
a California corporation
Managing Member

By: _____
J.R. Orton, III
Chief Executive Officer & Secretary

ACCEPTED BY ESCROW HOLDER:

FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation

By: _____
Jay Pugh, Escrow Officer

Dated: _____, 2026

CITY:

CITY OF RICHMOND, a charter city

By: _____
Sasha Curl, City Manager
_____, 2026

ATTEST:

Pamela Christian, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
David Aleshire, City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

That certain real property in the City of Richmond, County of Contra Costa, State of California legally described as follows:

PARCEL ONE (F2):

A portion of State Tide Land Lots 2 and 3, in Section 25, Township 1 North, Range 5 West, Mount Diablo Base and Meridian, described as follows:

Commencing at the Southwestern corner of Parcel G as shown on Parcel Map MS 753-98, recorded December 9, 1998, in Book 176 of Parcel Maps, Page 11, Contra Costa County Records; thence South 01° 08' 16" West, a distance of 27.88 feet; thence North 88° 52' 00" West, a distance of 93.39 feet; thence North 01° 08' 16" East, a distance of 18.00 feet to the point of beginning; thence South 01° 08' 16" West, a distance of 143.00 feet; thence North 88° 52' 00" West, a distance of 500.00 feet; thence North 01° 08' 16" East, a distance of 143.00 feet; thence South 88° 52' 00" East, a distance of 500.00 feet to the point of beginning.

EXCEPTING THEREFROM: All oil, gas, minerals and geothermal energy existing 500 feet below the surface of the lands conveyed by this deed to the Richmond Redevelopment Agency, however, this reservation of rights to said oil, gas, mineral and geothermal energy shall not include any rights to utilize the surface of the lands conveyed herein for access; the reserved right to exploit said oil, gas, mineral and geothermal energy is limited to slant drilling or similar methods from adjacent or nearby properties with said drilling to be at least 200 feet below the surface of said conveyed lands, and in any event such slant drilling shall be done in a manner and at such depth as to not endanger the safety of any improvements erected hereafter upon the lands conveyed herein, as excepted in the Deed from the Regents of the University of California, a public California corporation, recorded March 29, 1979, in Book 9283, OR, Page 983.

APN: 560-181-114 PARCEL TWO (F3):

A portion of State Tide Land Lot 3, in Section 25, Township 1 North, Range 5 West, Mount Diablo Base and Meridian, described as follows:

Commencing at the Southwestern corner of Parcel G, as shown on Parcel Map MS 753-98, recorded December 9, 1998, in Book 176 of Parcel Maps, Page 11, Contra Costa County Records; thence South 01° 08' 16" West, a distance of 27.88 feet; thence North 88° 52' 00" West, a distance of 93.39 feet; thence South 01° 08' 16" West, a distance of 125.00 feet; thence North 88° 52' 00" West, a distance of 81.67 feet to the point of beginning; thence South 01° 08' 16" West, a distance of 4.00 feet; thence North 88° 52' 00" West, a distance of 465.24 feet to a point on the Eastern line of Parcel "A" as shown on Parcel Map MS 755-84, recorded August 21, 1984 in Book 111 of Parcel Maps, Page 26, Contra Costa County Records; thence along said Eastern line North 04° 19' 49" West, a distance of 129.59 feet; thence South 88° 52' 00" East, a distance of 59.26 feet; thence South 01° 08' 16" West, a distance of 125.00 feet; thence South 88° 52' 00" East, a distance of 418.33 feet to the point of beginning,

EXCEPTING THEREFROM: All oil, gas, minerals and geothermal energy existing 500 feet below the surface of the lands conveyed by this deed to the Richmond Redevelopment Agency, however, this reservation of rights to said oil, gas, mineral and geothermal energy shall not include any rights to utilize the surface of the lands conveyed herein for access; the reserved right to exploit said oil,

gas, mineral and geothermal energy is limited to slant drilling or similar methods from adjacent or nearby properties with said drilling to be at least 200 feet below the surface of said conveyed lands, and in any event such slant drilling shall be done in a manner and at such depth as to not endanger the safety of any improvements erected hereafter upon the lands conveyed herein, as excepted in the Deed from the Regents of the University of California, a public California corporation, recorded March 29, 1979, in Book 9283, OR, Page 983

PARCEL THREE (F4):

A portion of State Tide Land Lot 2 in Section 25, Township 1 North, Range 5 West, Mount Diablo Base and Meridian, described as follows:

Commencing at the Southwestern corner of Parcel G as shown on Parcel Map MS 753-98, recorded December 9, 1998, in Book 176 of Parcel Maps, Page 11, Contra Costa County Records; thence South 88° 51' 44" East, a distance of 485.01 feet; thence South 01° 08' 16" West, a distance of 27.84 feet to the point of beginning; thence continuing Southerly along said line South 01° 08' 16" West, a distance of 129.00 feet; thence North 88° 52' 00" West, a distance of 660.07 feet; thence North 01° 08' 16" East, a distance of 4.00 feet; thence South 88° 52' 00" East, a distance of 81.67 feet; thence North 01° 08' 16" East, a distance of 125.00 feet; thence South 88° 52' 00" East, a distance of 578.40 feet to the point of beginning.

EXCEPTING THEREFROM: All oil, gas, minerals and geothermal energy existing 500 feet below the surface of the lands conveyed by this deed to the Richmond Redevelopment Agency, however, this reservation of rights to said oil, gas, mineral and geothermal energy shall not include any rights to utilize the surface of the lands conveyed herein for access; the reserved right to exploit said oil, gas, mineral and geothermal energy is limited to slant drilling or similar methods from adjacent or nearby properties with said drilling to be at least 200 feet below the surface of said conveyed lands, and in any event such slant drilling shall be done in a manner and at such depth as to not endanger the safety of any improvements erected hereafter upon the lands conveyed herein, as excepted in the Deed from the Regents of the University of California, a public California corporation, recorded March 29, 1979, in Book 9283, OR, Page 983.

A Portion of APN: 560-181-115 PARCEL FOUR (F5):

A portion of State Tide Land Lot 2 in Section 25, Township 1 North, Range 5 West, Mount Diablo Base and Meridian, described as follows: Beginning at the Southwestern corner of Parcel G as shown on Parcel Map MS 753-98, recorded December 9, 1998, in Book 176 of Parcel Maps, Page 11, Contra Costa County Records; thence South 88° 51' 44" East, a distance of 485.01 feet; thence South 01° 08' 16" West, a distance of 27.84 feet; thence North 88° 52' 00" West, a distance of 485.01 feet; thence North 01° 08' 16" East, a distance of 27.88 feet to the point of beginning.

EXCEPTING THEREFROM: All oil, gas, minerals and geothermal energy existing 500 feet below the surface of the lands conveyed by this deed to the Richmond Redevelopment Agency, however, this reservation of rights to said oil, gas, mineral and geothermal energy shall not include any rights to utilize the surface of the lands conveyed herein for access; the reserved right to exploit said oil, gas, mineral and geothermal energy is limited to slant drilling or similar methods from adjacent or nearby properties with said drilling to be at least 200 feet below the surface of said conveyed lands, and in any event such slant drilling shall be done in a manner and at such depth as to not endanger the safety of any improvements erected hereafter upon the lands conveyed herein, as excepted in the Deed from the Regents of the University of California, a public California corporation, recorded March 29, 1979, in Book 9283, OR, Page 983.

A Portion of APN: 560-181-115

EXHIBIT B-1
GROUND LEASE ASSIGNMENT

**Recording requested by and
When Recorded Return to:**

City of Richmond
459 Civic Center Plaza
Richmond, CA 94804
Attention: City Clerk

APNs. 560-181-114 & 115

THE UNDERSIGNED GRANTOR DECLARES that the documentary transfer tax is \$-0- per R&T Code Sections 11922 (to government agency) & 11911 (no consideration). No transfer tax due under Richmond Ordinance due to no consideration paid.

(Space Above This Line for Recorder's Office Use Only)
Exempt from recording fees per Govt Code § 6103

ASSIGNMENT AND ASSUMPTION OF GROUND LEASES
(with Non-Merger)

As a donation for no consideration, **Orton Entertainment, LLC**, a California limited liability company ("**Assignor**"), ASSIGNS AND TRANSFERS to the **CITY OF RICHMOND**, a charter city ("**Assignee**"), the following:

(i) that certain Ground Lease dated December 9, 2004 ("**Ground Lease #1**") between The Redevelopment Agency of the City of Richmond, California, a body corporate and politic ("**Landlord**"), as landlord, and Ford Point LLC, a California limited partnership, as tenant ("**Original Tenant**") covering certain submerged lands located in Richmond, California, which Ground Lease was memorialized by that certain Memorandum of Lease dated December 9, 2004 recorded on December 17, 2004 in the Official Records of Contra Costa County ("**Official Records**") pursuant to Instrument No. 2004-0484772, together with all its rights, title, and interest in and to the Ground Lease and the premises leased thereunder, subject to all the conditions and terms contained in the Ground Lease and which was assigned by Original Tenant to Assignor pursuant to that certain Assignment and Assumption of Ground Lease dated June 14, 2022 which was recorded on June 16, 2022 as Instrument No. 2022-00999940 in the Official Records; and

(ii) that certain Ground Lease dated December 9, 2004 ("**Ground Lease #2**") between Landlord and Original Tenant covering certain submerged lands located in Richmond, California, which Ground Lease was memorialized by that certain Memorandum of Lease dated December 9, 2004 recorded on December 17, 2004 in the Official Records pursuant to Instrument No. 2004-0484771, together with all its rights, title, and interest in and to the Ground Lease and the premises leased thereunder, subject to all the conditions and terms contained in the Ground Lease and which was assigned by Original Tenant to Assignor pursuant to that certain Assignment and Assumption of Ground Lease dated June 14, 2022 which was recorded on June 16, 2022 as Instrument No. 2022-00999939 in the Official Records and subsequently re-recorded on July 8, 2022 as Instrument no. 2022-0110458 in the Official Records.

Ground Lease #1 and Ground Lease #2 are hereinafter jointly referred to as the "**Ground Leases**".

Assignee, for itself and its successors and assigns, hereby accepts such assignment and transfer and agrees to assume and perform all duties and obligations arising after the date hereof and required by the terms, covenants and conditions of the Ground Leases, all with the full force and effect as if Assignee had signed each Ground Lease as the originally named tenant therein, and further agrees to indemnify, defend and hold harmless Assignor with respect to all claims, demands, causes of action,

liabilities, costs and expenses arising from or related to each Ground Lease from and after the date of recordation of this Assignment. Specifically, and without limitation of the foregoing, Assignee hereby agrees, for itself and its successors and assigns, for the benefit of Landlord, to comply with and be bound by the provisions of Article 7 of that certain Disposition and Development Agreement dated November 18, 2003 between Orton Development, Inc., a California corporation and affiliate of Assignor, and Landlord, as amended by that certain First Amendment to Disposition and Development Agreement dated February 24, 2004 (as amended, the "**Development Agreement**"), to facilitate the redevelopment of that certain real property consisting of approximately 26 acres located within the City of Richmond, Contra Costa County, California, which is legally described on Exhibit 1 of the Development Agreement, which Development Agreement is not recorded but is disclosed by and incorporated into that certain Grant Deed executed by and between Landlord and Original Tenant recorded on December 17, 2004 as Instrument No. 2004-484770 in the Official Records ("**Grant Deed**").

The Grant Deed provides: "Grantee herein covenants by and for itself, executors, administrator, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, sex, sexual orientation, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall Assignee or any person claiming under or through Assignee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenants shall run with the land."

NO MERGER: Assignee owns the fee interest in the Property and intends that recordation of this Assignment will **NOT MERGE** the Leasehold Interests into the fee interest.

ASSIGNOR:

ORTON ENTERTAINMENT, LLC, a
California limited liability company

By: ORTON DEVELOPMENT, INC,
a California corporation
Managing Member

By: _____

Not to be executed until closing
J.R. Orton, III
Chief Executive Officer & Secretary

ASSIGNEE:

CITY OF RICHMOND, a charter city

By: _____

Not to be executed until closing
Sasha Curl, City Manager

_____, 2026

ATTEST:

Pamela Christian, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____

David Aleshire, City Attorney

EXHIBIT B-2
AUXILIARY LEASE ASSIGNMENT

LEASE ASSIGNMENT AGREEMENT AND LANDLORD CONSENT

THIS LEASE ASSIGNMENT AGREEMENT ("**Assignment Agreement**") is dated as of _____, 202_ ("**Assignment Date**"), by and between **Orton Entertainment, LLC**, a California limited liability company ("**Assignor**"), **CITY OF RICHMOND**, a charter city ("**Assignee**") and MC MP Ford Point Realty, LLC, a Delaware limited liability company ("**Landlord**").

RECITALS

A. On _____, 2026, Assignor and Assignee entered into that certain Donation Agreement for Gound Lease and Joint Escrow Instructions pursuant to which Assignor agreed to donate to Assignee certain ground lease interests with respect to 1414-1422 Harbor Way South in the City of Richmond (APN 560-181-114 & 115) ("**Donation Agreement**").

B. Pursuant to the Donation Agreement, Assignor has also agreed to assign to Assignee certain Lease dated June 14, 2022 with MC MP Ford Point Realty, LLC (governing Assignees tenancy of the property commonly referred to as the "Craneway Auxiliary Facilities" and referred to in the Donation Agreement as the Auxiliary Lease ("**Lease**").

C. Assignee wishes to accept, and Assignor is willing to transfer, Assignor's interest in the Lease pursuant to the Donation Agreement as of the close of escrow ("**Escrow**") as defined in the Donation Agreement.

D. Assignor has requested and Landlord has agreed to release Assignor from continuing liability under the Lease as of the close of Escrow.

E. Accordingly, this Assignment Agreement shall only be effective upon the close of escrow specified in the Donation Agreement which date is set forth above as the Assignment Date ("**Closing Date**").

NOW, THEREFORE, in consideration of the mutual promises of the parties, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Recitals. All of the foregoing recitals are true and correct and are incorporated herein by reference.

2. Assignment. Assignor hereby assigns, sells, conveys, and otherwise transfers to Assignee all of Assignor's interests, rights, and obligations under the Lease. This assignment shall be effective as of the Assignment Date. Assignee's execution hereof confirms that Assignor shall no longer be liable for the performance of

any obligations, terms, covenants, or conditions under the Lease arising after the Assignment Date and that Assignee hereby agrees to forever release Assignor from the performance of any such obligations, terms, covenants, and conditions under the Lease.

3. Assumption of Obligations and Rights. Assignee hereby accepts all of Assignor's interests, rights, and obligations under the Lease arising after the Assignment Date and assumes and agrees to perform all of Assignor's corresponding obligations, terms, covenants, and conditions under the Lease accruing from, and after the Closing Date.

4. Representations, Warranties and Covenants. All Assignor's and Assignee's representations, warranties and covenants set forth in the Donation Agreement shall survive the Closing and are incorporated into this Assignment Agreement.

5. Landlord Consent. Landlord hereby consents to the Assignment of the Lease pursuant to this Assignment Agreement and as of the Closing Date, agrees that Assignor is released of any and all liability of or under the Lease. Landlord represents and warrants to Assignee that as of the Assignment Date, Assignee is not in breach of the Lease. Landlord is not responsible for any representations, warranties or covenants of Assignee under the Donation Agreement.

6. Due Execution. The person(s) executing this Assignment Agreement on behalf of an entity warrants that: (i) entity is duly organized and existing; (ii) they are duly authorized to execute and deliver this Assignment Agreement on behalf of that entity; (iii) by so executing this Assignment Agreement, the entity is formally bound to the applicable provisions of this Assignment Agreement; and (iv) the entering into of this Assignment Agreement does not violate any provision of any other agreement to which the entity is bound.

7. Effect on Assigned Lease. Except for the assignment of Assignor's interests to Assignee in accordance with the provisions of this Assignment Agreement, the parties further agree that nothing in this Assignment Agreement shall be deemed as modifying or otherwise affecting any of the provisions of the Lease.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement as of the Assignment Date.

ASSIGNOR:

ORTON ENTERTAINMENT, LLC, a
California limited liability company

ORTON DEVELOPMENT, INC,
a California corporation
Managing Member

Not to be executed until closing

By: _____
J.R. Orton, III
Chief Executive Officer & Secretary

LANDLORD:

MC MP Ford Point Realty, LLC, a
Delaware limited liability company

Not to be executed until closing

By: _____
Jeffrey Kaplan, Managing Member

ASSIGNEE:

CITY OF RICHMOND, a charter city

Not to be executed until closing

By: _____
Sasha Curl, City Manager

_____, 2026

ATTEST:

Pamela Christian, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
David Aleshire, City Attorney

EXHIBIT C

BILL OF SALE

This Bill of Sale is provided by ORTON ENTERTAINMENT, LLC, a California limited liability company (“**Donor**”) in favor of the CITY OF RICHMOND, a California municipal corporation (“**City**”), with respect to the transfer of any and all right, title and interest in and to the personal property as defined in that certain DONATION AGREEMENT FOR LEASEHOLD INTERESTS AND JOINT ESCROW INSTRUCTIONS dated _____, 2026 for the donation of those certain ground Leasehold Interests owned by Donor in that certain real property (APN 560-181-114 & 115) located at 1414-1422 Harbor Way South in the City of Richmond, County of Contra Costa, State of California (“**Donation Agreement**”). The personal property is itemized on Attachment 1 hereto (“**Personal Property**”).

NOW, THEREFORE, this Bill of Sale is issued by Donor in favor of City as of the date specified below in accordance with the following:

1. Donor represents and warranties that it owns the Personal Property free and clear and has the right to transfer same to City without the consent of any third party.
2. Donor quitclaims to City any and all of Donor’s right, title and interest in and to the Personal Property.
3. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of California.
4. Except as specified in the Donation Agreement, Donor makes no warranties or representations as to the Personal Property.

IN WITNESS WHEREOF, Donor has executed this Bill of Sale as of _____, 2026.

DONOR:

ORTON ENTERTAINMENT, LLC, a California
limited liability company

By: ORTON DEVELOPMENT, INC,
a California corporation
Managing Member

Not to be executed until closing

By: _____
J.R. Orton, III
Chief Executive Officer & Secretary

**ATTACHMENT 1
PERSONAL PROPERTY**

(To be completed with the PP List pursuant to Section 7.2 prior to closing)

**EXHIBIT A
LEGAL DESCRIPTION OF THE REAL PROPERTY**

That certain real property in the City of Richmond, County of Contra Costa, State of California legally described as follows:

That certain real property in the City of Richmond, County of Contra Costa, State of California legally described as follows:

PARCEL ONE (F2):

A portion of State Tide Land Lots 2 and 3, in Section 25, Township 1 North, Range 5 West, Mount Diablo Base and Meridian, described as follows:

Commencing at the Southwestern corner of Parcel G as shown on Parcel Map MS 753-98, recorded December 9, 1998, in Book 176 of Parcel Maps, Page 11, Contra Costa County Records; thence South 01° 08' 16" West, a distance of 27.88 feet; thence North 88° 52' 00" West, a distance of 93.39 feet; thence North 01° 08' 16" East, a distance of 18.00 feet to the point of beginning; thence South 01° 08' 16" West, a distance of 143.00 feet; thence North 88° 52' 00" West, a distance of 500.00 feet; thence North 01° 08' 16" East, a distance of 143.00 feet; thence South 88° 52' 00" East, a distance of 500.00 feet to the point of beginning.

EXCEPTING THEREFROM: All oil, gas, minerals and geothermal energy existing 500 feet below the surface of the lands conveyed by this deed to the Richmond Redevelopment Agency, however, this reservation of rights to said oil, gas, mineral and geothermal energy shall not include any rights to utilize the surface of the lands conveyed herein for access; the reserved right to exploit said oil, gas, mineral and geothermal energy is limited to slant drilling or similar methods from adjacent or nearby properties with said drilling to be at least 200 feet below the surface of said conveyed lands, and in any event such slant drilling shall be done in a manner and at such depth as to not endanger the safety of any improvements erected hereafter upon the lands conveyed herein, as excepted in the Deed from the Regents of the University of California, a public California corporation, recorded March 29, 1979, in Book 9283, OR, Page 983.

APN: 560-181-114 PARCEL TWO (F3):

A portion of State Tide Land Lot 3, in Section 25, Township 1 North, Range 5 West, Mount Diablo Base and Meridian, described as follows:

Commencing at the Southwestern corner of Parcel G, as shown on Parcel Map MS 753-98, recorded December 9, 1998, in Book 176 of Parcel Maps, Page 11, Contra Costa County Records; thence South 01° 08' 16" West, a distance of 27.88 feet; thence North 88° 52' 00" West, a distance of 93.39 feet; thence South 01° 08' 16" West, a distance of 125.00 feet; thence North 88° 52' 00" West, a distance of 81.67 feet to the point of beginning; thence South 01° 08' 16" West, a distance of 4.00 feet; thence North 88° 52' 00" West, a distance of 465.24 feet to a point on the Eastern line of Parcel "A" as shown on Parcel Map MS 755-84, recorded August 21, 1984 in Book 111 of Parcel Maps, Page 26, Contra Costa County Records; thence along said Eastern line North 04° 19' 49" West, a distance of 129.59 feet; thence South 88° 52' 00" East, a distance of 59.26 feet; thence South 01° 08' 16" West, a distance of 125.00 feet; thence South 88° 52' 00" East, a distance of 418.33 feet to the point of beginning,

EXCEPTING THEREFROM: All oil, gas, minerals and geothermal energy existing 500 feet below the surface of the lands conveyed by this deed to the Richmond Redevelopment Agency, however, this reservation of rights to said oil, gas, mineral and geothermal energy shall not include any rights

to utilize the surface of the lands conveyed herein for access; the reserved right to exploit said oil, gas, mineral and geothermal energy is limited to slant drilling or similar methods from adjacent or nearby properties with said drilling to be at least 200 feet below the surface of said conveyed lands, and in any event such slant drilling shall be done in a manner and at such depth as to not endanger the safety of any improvements erected hereafter upon the lands conveyed herein, as excepted in the Deed from the Regents of the University of California, a public California corporation, recorded March 29, 1979, in Book 9283, OR, Page 983

PARCEL THREE (F4):

A portion of State Tide Land Lot 2 in Section 25, Township 1 North, Range 5 West, Mount Diablo Base and Meridian, described as follows:

Commencing at the Southwestern corner of Parcel G as shown on Parcel Map MS 753-98, recorded December 9, 1998, in Book 176 of Parcel Maps, Page 11, Contra Costa County Records; thence South 88° 51' 44" East, a distance of 485.01 feet; thence South 01° 08' 16" West, a distance of 27.84 feet to the point of beginning; thence continuing Southerly along said line South 01° 08' 16" West, a distance of 129.00 feet; thence North 88° 52' 00" West, a distance of 660.07 feet; thence North 01° 08' 16" East, a distance of 4.00 feet; thence South 88° 52' 00" East, a distance of 81.67 feet; thence North 01° 08' 16" East, a distance of 125.00 feet; thence South 88° 52' 00" East, a distance of 578.40 feet to the point of beginning.

EXCEPTING THEREFROM: All oil, gas, minerals and geothermal energy existing 500 feet below the surface of the lands conveyed by this deed to the Richmond Redevelopment Agency, however, this reservation of rights to said oil, gas, mineral and geothermal energy shall not include any rights to utilize the surface of the lands conveyed herein for access; the reserved right to exploit said oil, gas, mineral and geothermal energy is limited to slant drilling or similar methods from adjacent or nearby properties with said drilling to be at least 200 feet below the surface of said conveyed lands, and in any event such slant drilling shall be done in a manner and at such depth as to not endanger the safety of any improvements erected hereafter upon the lands conveyed herein, as excepted in the Deed from the Regents of the University of California, a public California corporation, recorded March 29, 1979, in Book 9283, OR, Page 983.

A Portion of APN: 560-181-115 PARCEL FOUR (F5):

A portion of State Tide Land Lot 2 in Section 25, Township 1 North, Range 5 West, Mount Diablo Base and Meridian, described as follows: Beginning at the Southwestern corner of Parcel G as shown on Parcel Map MS 753-98, recorded December 9, 1998, in Book 176 of Parcel Maps, Page 11, Contra Costa County Records; thence South 88° 51' 44" East, a distance of 485.01 feet; thence South 01° 08' 16" West, a distance of 27.84 feet; thence North 88° 52' 00" West, a distance of 485.01 feet; thence North 01° 08' 16" East, a distance of 27.88 feet to the point of beginning.

EXCEPTING THEREFROM: All oil, gas, minerals and geothermal energy existing 500 feet below the surface of the lands conveyed by this deed to the Richmond Redevelopment Agency, however, this reservation of rights to said oil, gas, mineral and geothermal energy shall not include any rights to utilize the surface of the lands conveyed herein for access; the reserved right to exploit said oil, gas, mineral and geothermal energy is limited to slant drilling or similar methods from adjacent or nearby properties with said drilling to be at least 200 feet below the surface of said conveyed lands, and in any event such slant drilling shall be done in a manner and at such depth as to not endanger the safety of any improvements erected hereafter upon the lands conveyed herein, as excepted in the Deed from the Regents of the University of California, a public California corporation, recorded March 29, 1979, in Book 9283, OR, Page 983.

A Portion of APN: 560-181-115

