AGREEMENT FOR INTERIM PARKING OPERATIONS MANAGEMENT

between

CITY OF SACRAMENTO

and

SACRAMENTO DOWNTOWN ARENA LLC

Dated as of: May 20, 2014

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AGREEMENT FOR INTERIM PARKING OPERATIONS MANAGEMENT

This AGREEMENT FOR INTERIM PARKING OPERATIONS MANAGEMENT (this "**Agreement**") is made and entered into as of May 20, 2014 (the "**Effective Date**"), between the City of Sacramento (the "**City**") and Sacramento Downtown Arena LLC ("**ArenaCo**"). The City and ArenaCo are sometimes referred to in this Agreement as the "**Parties**" and each as a "**Party**".

BACKGROUND

Concurrently with the Parties' execution of this Agreement, the Parties are entering into the Arena Parking Management Agreement (the "**APMA**"), pursuant to which ArenaCo has agreed to operate, maintain, repair, and replace the "**Parking Facilities**" (as such term is defined in the APMA), according to the terms of the APMA.

To facilitate the transition of ArenaCo's responsibilities under the APMA, ArenaCo desires to engage the services of the City on an interim basis to operate and manage the Parking Facilities.

The City is willing to assume the responsibility of interim management of Parking Facilities subject to this Agreement.

With these background facts in mind, the City and ArenaCo hereby agree as follows:

1. **Term**. The term of this Agreement (the "**Term**") shall commence on the Management Rights Commencement Date (as defined in the APMA), and expire six months thereafter, unless earlier terminated as provided herein.

2. **Purpose**. The purpose of this Agreement is for the City to provide the Services and, as may be requested by ArenaCo, the Additional Services (as such terms are defined below) in a manner consistent with the APMA and POMA. The City shall be permitted to use the Parking Facilities for purposes of providing the Services and the Additional Services. Any change in use to all or a portion of the Services, the Additional Services, or the Parking Facilities shall be mutually agreed upon in writing by both Parties.

3. **Scope of Services**

3.1 ***Services***. Subject to the terms and conditions of this Agreement, the City shall provide the following parking management baseline services for the Parking Facilities (the "**Services**"). The City's costs and expenses incurred in connection with providing the Services shall be included in Operating Expenses (as defined below).

(A) Management Oversight.

(B) Cash Collections.

(C) 24/7 Customer Service Support.

(D) Website Marketing Strategies.

(E) Customer Service Front Counter.

(F) Monthly Keycard Administration.

(G) Parking Enforcement.

(H) Traffic Control.

(I) Special Event Coordination.

(J) Validation Administration.

(K) Parking Administration & Support.

(L) Contractor Administration for Parking Operator as set forth in Exhibit A.

(M) Contractor Administration for Parking Access Control Equipment as set forth in Exhibit B.

(N) Equipment Repair & Maintenance as set forth in Exhibit B.

(O) Procurement Supplies/Services.

(P) IT Support, Data Management, Record Retention.

(Q) Risk, Claims Administration.

(R) Banking, Credit Card Administration.

(S) Audit & Accounting.

(T) Budgeting/Statement Preparation, Accounts Receivable, Accounts Payable.

ArenaCo acknowledges that the City has entered into a contract with AMPCO System Parking ("**Parking Operator**") to perform a portion of the Services on the City's behalf, which contract is attached as Exhibit A, and that the City's costs and expenses incurred in connection with such agreement shall be included in Operating Expenses. The City will not enter into any new subcontracts or extensions thereof delegating the City's obligations to provide the Services or Additional Services hereunder without the prior written approval of ArenaCo. ArenaCo acknowledges and agrees that the City is a party to several procurement contracts that permit the City to purchase goods and supplies

necessary to provide the Services, and that use of any purchase orders by the City thereunder shall not constitute new subcontracts described in the preceding sentence.

3.2 ***Additional Services***. In addition to the Services described in Section 3.1, if requested by ArenaCo, the City shall provide the following supplemental project management services (the "**Additional Services**"). The City shall bill for the Additional Services at the base rate of One Hundred Ninety Dollars ($190.00) per hour. The base rate will increase Three Percent (3%) annually on the anniversary of the Effective Date and each year thereafter. The City's costs and expenses incurred in connection with providing the Additional Services, which costs and expenses shall be in addition to the base rate payable by ArenaCo hereunder, shall be included in Operating Expenses.

(A) CAPEX Coordination.

(B) Structural Surveys.

(C) Evaluate and/or produce business strategies.

(D) PARCS System recommendations & upgrades.

(E) Project Management services.

(F) Perform any studies that provide information on turnover and occupancy patterns, including major events that affect the Downtown area.

(G) Evaluate pedestrian & vehicular traffic patterns.

(H) Review current way-finding system for identification of available parking.

(I) Evaluate and/or analyze current or future parking demands.

(J) Attend meetings involving any stakeholder concerns relative to the current/future parking conditions.

(K) Identify current/future parking shortfalls.

(L) Provide an assessment of the current/future level of parking utilization.

(M) Identify peak demands and periods of the day when parking demand is low.

(N) Assessment of future parking needs & recommendations.

(O) Develop strategies for improved visitor and employee parking options.

(P) Assess the impact of future development on parking.

(Q) Identify and evaluate potential sites that could satisfy current and projected parking deficits.

(R) Provide assistance in developing financing strategies.

(S) Provide guidance and estimates of yearly maintenance costs for parking structures.

(T) Provide a strategy for operating guidelines, parking revenue, and enforcement.

(U) Recommend appropriate management, staffing, and pricing strategies for parking structures.

(V) Provide future financial pro formas.

(W) Assess traffic flow, to and from the site.

(X) Recommend phasing of the parking facilities in response to the pace of future development.

(Y) Conduct a parking operator subcontractor RFQ/RFP, which may be necessary if the Agreement is continued past six months pursuant to Section 23.

3.3 ***Maintenance Standard***. In connection with the City's performance of the Services and the Additional Services, the City shall keep and maintain the Parking Facilities in good repair and in a neat and satisfactory condition pursuant to (i) the terms of Exhibit B, (ii) ArenaCo's obligations under the APMA, and (iii) the Parking, Operation and Maintenance Agreement between the DPA, L.P., Macy's California, Inc., Carter Hawley Hale Stores, Inc., a Delaware corporation, and the City, dated as of November 30, 1992 and recorded on October 15, 1993 in Book 93 1015, Page 2020 of the Official Records of Sacramento County, California (as may be amended and restated from time to time, the "**POMA**"), which governs the parking operations in the Parking Facilities. All notices and signs upon the Parking Facilities shall be neat and properly maintained. ArenaCo shall have the right to enter the Parking Facilities at all times to inspect the same and ensure compliance with this Agreement and the APMA. Notwithstanding anything to the contrary contained in this Agreement, ArenaCo acknowledges and agrees that the City's obligations to comply with the terms of Exhibit B, the APMA and the POMA are limited to and only to the extent of the Services and Additional Services. For the avoidance of doubt, if ArenaCo is responsible for any obligations in the APMA that are not covered by the Services or, as requested by

ArenaCo, the Additional Services, ArenaCo shall remain responsible for such obligations (and the City shall have no responsibility for such obligations). By way of example, the APMA includes provisions that require ArenaCo to be responsible for capital repairs and additions, and to reconstruct the Parking Facilities in the event of a casualty, which shall remain ArenaCo's responsibility and are not covered by this Agreement.

4. **Parking Fees**. The City shall charge and collect, on behalf of and for the benefit of ArenaCo, all fees and charges (including taxes) for the parking of motor vehicles in the Parking Facilities. The schedule of parking fees and charges that are to be collected by the City for each motor vehicle parked in the Parking Facilities is attached hereto as Exhibit C. The schedule of fees and charges may be revised by written notification from ArenaCo at any time. The City shall not collect any other parking fees or charges unless required by applicable law or otherwise directed to do so by ArenaCo.

5. **Parking Validations**. The City shall be responsible for the collection and accounting of all parking validations in accordance with the validation amounts and procedures set forth in the POMA.

6. **Operating Equipment**. The City owns all Parking Access and Revenue Control System ("**PARCS**") equipment for use in operation of the Parking Facilities. PARCS includes, but is not limited to, gate arms, cash registers, fee computer software, servers, card readers, fiber infrastructure, time clocks and booths as provided, installed and maintained by the City for an established fee. Attached hereto as Exhibit D is a list of all inventory and equipment (which includes PARCS equipment) owned by the City and located in the Parking Facilities ("**City Inventory**"). Without limiting the City's rights to ownership and use of the Parking Facilities as set forth in the APMA, subject to this Section 6, the City may remove (i) personal property located in the Parking Facilities, (ii) the portion of the City Inventory designated in Exhibit D as (a) "Sacramento ESC – Salvage Items Report", which relates to the removal of City Inventory from those portions of the Parking Facilities that will be demolished pursuant to the Design and Construction Agreement and (b) "City to Remove", which relates to the removal of City Inventory that is a component of PARCS from any Parking Facilities, and (iii) any other City Inventory that was purchased by the City during the Term and that is connected to PARCS (collectively, "**City Removal Inventory**"). The City represents and warrants to ArenaCo that: (1) Section 6(i)(a) above (Sacramento ESC – Salvage Items Report) includes only City Inventory located or used in connection with the Parking Facilities that will be demolished pursuant to the Design and Construction Agreement, and (2) Section 6(i)(b) above (City to Remove) includes only City Inventory that is a component of PARCS for the Parking Facilities. The City shall remove the City Removal Inventory within 30 days after the expiration or termination of this Agreement; provided that the City shall repair any damage to the Parking Facilities caused by such removal activities, and cooperate with and coordinate such removal with ArenaCo. Notwithstanding the foregoing sentence, ArenaCo acknowledges and agrees that the removal of the City Removal

Inventory may cause certain areas in the walls and floors to be exposed (*e.g.*, the removal of a ticket dispenser will expose a hole in the floor that was created to run conduit, power and other wiring necessary to operate the ticket machine), and that the same will not constitute damage hereunder, provided that the City uses commercially reasonable efforts to minimize the damage (substantive and aesthetic) caused by such removal. The Parties shall coordinate the transition of service to ArenaCo in accordance with the APMA. The removal of the City Inventory may cause a disruption in service to the Parking Facilities, and the Parties agree to use commercially reasonably efforts to mitigate, minimize and pursue avoidance of any disruption of service (including, potentially, by extending this Agreement on a short term basis in writing while replacement service is being instituted), it being understood that the City shall be permitted to remove (and shall not be delayed in its removal of) the City Removal Inventory, and that it is in both the City and ArenaCo's interest to continue the operation of the Parking Facilities without disruption. The provisions of this Section shall survive the expiration or termination of this Agreement.

7. **City Responsibility for Collection and Accounting**. The City shall be responsible for collecting all Revenue, performing billings and collecting accounts receivable in relation to the City's operation of the Parking Facilities. All Revenue will be deposited in a City account and the City will keep full and accurate accounting records, maintain all books, records and accounts hereinafter specified, and present to ArenaCo all records and reports as specified in this Agreement. The City shall maintain in accordance with recognized accounting practices, throughout the Term and for a period of three years after the expiration or termination of this Agreement, all records pertaining to Revenues, Operating Expenses and the Monthly Management Fee for the Term. Upon reasonable notice to the City, ArenaCo or its designated agent may examine any of the City's records relating to the management and operation of the Parking Facilities, and shall have the right to audit the same at any time during the Term and for a period of three years after the termination or expiration, in which case the costs of such audit shall be paid by ArenaCo. The cost of any such audit shall be borne by ArenaCo, unless an error of 4% or more of Revenues during the Term. Notwithstanding anything to the contrary contained herein, if the parking booth located at 7th Street is disconnected from PARCS in connection with the demolition work described in Section 17 below, and is therefore required to operate on a manual basis, the City shall not be subject to the 4% variance described in the prior sentence with respect to the operations of such booth during the period of manual service. Any adjustment in amounts due or owing by either ArenaCo or the City shall be paid within 60 days following receipt of the audit report. The provisions of this Section shall survive the expiration or termination of this Agreement.

8. **Compensation and Management Fee**

8.1 ***Definitions***. The following definitions regarding compensation and management fees apply to this Agreement:

(A) "**Revenue**" means all amounts of money collected in connection with the operation of the Parking Facilities. Revenue collected from the issuance of parking citations and further described in Section 10 is not included in the calculation of Revenue or Monthly Revenue.

(B) "**Monthly Revenue**" means the total amount of Revenue generated during any one month this Agreement is in effect, without any type of deduction.

(C) "**Operating Expenses**" means all costs and expenses incurred by the City in connection with the operation and maintenance of the Parking Facilities, including without limitation costs and expenses incurred by the City in connection with providing the Services and the Additional Services (including an allocation of expenses for City staff time), insurance costs and other costs and expenses incurred by the City pursuant to the agreements attached as Exhibits A and B. The City shall not incur any costs or expenses in connection with the operation and maintenance of the Parking Facilities under this Agreement unless such expenditures are necessary and reasonable for the performance by the City of its duties and obligations under this Agreement; and shall not enter into contracts or agreements (or undertake other voluntary acts on behalf of ArenaCo) that materially increase Operating Expenses without the prior written approval of ArenaCo.

(D) "**Monthly Net Revenue**" shall be Monthly Revenue minus all Monthly Operating Expenses.

(E) "**Monthly Operating Expenses**" as used herein shall mean Operating Expenses incurred in or attributed to any particular calendar month during the Term.

(F) "**Monthly ArenaCo Proceeds**" means Monthly Net Revenue minus the Monthly Management Fee for the immediately preceding month.

(G) "**Monthly Management Fee**" is a fixed fee paid to the City of $2,000 per month, which fee is in addition to any fees for any Additional Services and any costs or expenses incurred by the City in connection with providing the Services and Additional Services as contemplated hereunder. The provisions of this Section shall survive the expiration or termination of this Agreement.

8.2 ***Manner of Payment to ArenaCo and the City***. Each month, the City shall calculate the Monthly Net Revenue and the Monthly ArenaCo Proceeds for the immediately preceding month, prorated for partial months. The City shall pay the Monthly ArenaCo Proceeds for each particular month to ArenaCo, if any,

within 60 days of the last day of such calendar month in arrears. The City shall provide details of the income sources in a form reasonably acceptable by ArenaCo. If Monthly Net Revenue is not sufficient to pay the Monthly Management Fee and Monthly Operating Expenses, the City shall notify ArenaCo of the amount of the deficiency as provided for in this Agreement and ArenaCo shall pay the City the amount of the deficiency within 45 days after notice is sent to ArenaCo by the City, subject to verification by ArenaCo of such deficiency (which shall not be unreasonably withheld, conditioned or delayed). The City shall have no obligation to advance any funds to cover any shortfalls in Operating Expenses or other costs or expenses hereunder. The provisions of this Section shall survive the expiration or termination of this Agreement.

8.3 ***Operating Budget.*** Attached hereto as Exhibit E is a projected operating budget for the Term (the "**Budget**"). The Budget is based on current operations of the Parking Facilities. The Parties acknowledge and agree that the Budget is a reasonable estimate based on current operations for the Parking Facilities, and is subject to change based on economic and unanticipated circumstances. The Parties acknowledge further that the Budget does not take into account modifications to the Revenue and Operating Expenses resulting from ArenaCo's demolition of the Parking Facilities as contemplated by the Design and Construction Agreement, which modifications could have a significant impact on the Revenue and Operating Expenses.

9. **Licensing Fee**. The City shall use the City's PARCS that serve the Parking Facilities. During any such use of the PARCS equipment, ArenaCo will pay the City's monthly licensing fee of $14,000, which the City shall calculate as a Monthly Operating Expense.

10. **Parking Citations**. The City at its own expense will add the Parking Facilities to its regular patrol coverage and retain all revenue from citations issued to vehicles parked in the Parking Facilities.

11. **Indemnity**

11.1 ***Generally***. The City shall defend, indemnify and hold harmless ArenaCo, its members, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the City, its officers, directors, agents, employees, volunteers or contractors. Likewise, ArenaCo shall defend, indemnify and hold harmless the City, its Council, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or

intentional acts or omissions of ArenaCo, its officers, directors, agents, employees, volunteers or contractors.

11.2 ***Additional Provisions***. It is the intention of the City and ArenaCo that the provisions of the aforementioned paragraph be interpreted to impose on each Party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, and contractors. It is also the intention of the City and ArenaCo that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to the fault of that Party, its officers, directors, agents, employees, volunteers, and contractors. The provisions of this Section shall survive the expiration or termination of this Agreement.

12. Insurance

12.1 ***City Insurance Requirements***. ArenaCo acknowledges that the City is a self-insured public entity and agrees that the City's program of self-insurance fulfills any and all insurance requirements. The City shall provide a letter of self-insurance stating that the City's self-insurance program adequately protects against liabilities and claims arising out of the performance of this Agreement.

12.2 ***ArenaCo Insurance Requirements***. During the Term, ArenaCo shall maintain the insurance coverage required by the APMA. It is understood and agreed by ArenaCo that its liability to the City shall not in any way be limited to or affected by the amount of insurance coverage required or carried by ArenaCo in connection with this Agreement.

13. Improvements. All costs for any improvements related to the Parking Facilities shall be the sole responsibility of ArenaCo. Any construction, reconstruction or altering of any such improvements shall be installed, constructed and maintained in accordance with applicable building and other codes, in a good and workmanlike manner to the satisfaction of ArenaCo, and in accordance with all requirements of all departments, boards, bureaus, officials and authorities having jurisdiction in the matter. All necessary permits for such construction (including any permits required to cross public streets) shall be obtained by the ArenaCo at its sole cost and expense.

14. Utilities and Services. All charges for water, gas, light, heat, power, electricity, telephone or other communication service, janitorial service, trash pick-up, sewer, and all other services supplied to or consumed on the Parking Facilities directly related to this parking operation, and all taxes, levies, fees, or surcharges therefor shall either be the sole responsibility of ArenaCo or, if paid by the City, shall constitute Operating Expenses for the purposes of this Agreement.

15. Representations, Warranties, and Covenants

15.1 ***Representations and Warranties of ArenaCo***. ArenaCo represents and warrants to the City that, as of the Effective Date:

(A) *Organization*. ArenaCo is a limited liability company duly organized and validly existing under the laws of the State of Delaware. ArenaCo has all requisite power and authority to enter into this Agreement.

(B) *Authorization; No Violation*. The execution, delivery and performance by ArenaCo of this Agreement have been duly authorized by all necessary action, will not violate the organizational documents of ArenaCo and will not result in the breach of, or constitute a default under, any material agreement to which ArenaCo is a party or by which ArenaCo or its material assets may be bound or affected. This Agreement has been duly executed and delivered by ArenaCo and constitutes valid and binding obligations of ArenaCo.

(C) *No Conflicts*. This Agreement is not prohibited by and does not conflict with any judgments or decrees to which ArenaCo is a party or is otherwise subject.

(D) *Litigation*. No suit is pending or, to the knowledge of ArenaCo, threatened against ArenaCo that could reasonably be expected to have a material adverse effect upon ArenaCo's performance under this Agreement or the financial condition or business of ArenaCo. There are no outstanding judgments against ArenaCo that would have a material adverse effect upon its assets, properties, or franchises.

15.2 ***Representations and Warranties of the City***. The City represents and warrants to ArenaCo that, as of the Effective Date:

(A) *Organization*. The City is a municipal corporation duly organized and validly existing under the laws of the State of California. The City has all requisite power and authority to enter into this Agreement.

(B) *Authorization; No Violation*. The execution, delivery, and performance by the City of this Agreement have been duly authorized by all necessary action, will not violate the organizational documents of the City and will not result in the breach of, or constitute a default under, any material agreement to which the City is a party or by which the City or its material assets may be bound or affected. This Agreement has been duly executed and delivered by the City and constitutes valid and binding obligations of the City.

(C) *No Conflicts*. This Agreement is not prohibited by and do not conflict with any judgments or decrees to which the City is a party or is otherwise subject.

(D) *Litigation*. No suit is pending or, to the knowledge of the City, threatened against the City that could reasonably be expected to have a material adverse effect upon the City's performance under this Agreement, the Parking Land, the Parking Facilities, or the financial condition or business of the City other than as set forth on Schedule 15.2(D) attached hereto. There are no outstanding judgments against the City that would have a material adverse effect upon the Parking Facilities, the Parking Land, or the City's ability to perform its obligations under this Agreement.

15.3 ***Mutual Covenants***. Commencing with the Effective Date, each Party covenants and agrees to the other Party as follows:

(A) *Additional Documents and Approval*. Each Party, whenever and as often as it shall be reasonably requested to do so by the other Party, shall execute or cause to be executed any further documents, take any further actions, and grant any further approvals as may be necessary in order to consummate the transactions provided for in this Agreement.

(B) *Notice of Matters*. Should ArenaCo or the City receive knowledge about any matter that may constitute a breach of any of its representations, warranties, or covenants set forth in this Agreement, it shall promptly notify the other Party of the same in writing.

16. Default and Remedies

16.1 ***ArenaCo Default***. Each of the following events will, unless otherwise expressly agreed by the City in writing, constitute an "**ArenaCo Default**" under this Agreement:

(A) *Failure to Pay.* Any failure by ArenaCo to pay the Management Fee or any Operating Expense shortfalls as required hereunder within 15 days after receipt of written notice from the City of failure to pay such amounts when due.

(B) *Breach of this Agreement*. ArenaCo materially breaches or fails to comply with any material provision of this Agreement applicable to ArenaCo other than the obligation to pay the Annual Fee, and such breach or noncompliance continues for a period of 60 days after written notice thereof by the City to ArenaCo; or, if such breach or noncompliance cannot reasonably be cured within such 60-day period, ArenaCo does not commence to cure such breach or noncompliance within such 60-day

period or, after commencing to cure such breach or noncompliance, does not thereafter pursue such cure in good faith to completion.

(C) *Bankruptcy*. ArenaCo files a petition in bankruptcy or insolvency, or for reorganization or arrangement under any applicable laws related to bankruptcy or insolvency, or voluntarily takes advantage of any such applicable laws by answer or otherwise, or dissolves or makes a general assignment for the benefit of creditors, or involuntary proceedings under any such applicable laws or for the dissolution of ArenaCo are instituted against ArenaCo, or a receiver or trustee is appointed for the Arena or for all or substantially all of ArenaCo's property, and such involuntary proceedings are not dismissed or such receivership or trusteeship vacated within 90 days after such institution or appointment.

(D) *ArenaCo Default under APMA*. Any ArenaCo Default occurs pursuant to the APMA.

16.2 ***City's Remedies***. If any ArenaCo Default occurs, the City shall have the right, at the City's election, to: (A) sue ArenaCo for and obtain damages, specific performance, other equitable relief, or any combination of the foregoing, and/or (B) terminate this Agreement.

16.3 ***City Event of Default***. Unless otherwise expressly agreed by ArenaCo in writing, it shall be a "**City Event of Default**" under this Agreement if the City materially breaches or fails to comply with any material provision of this Agreement applicable to the City, and such breach or noncompliance continues for a period of 60 days after written notice thereof by ArenaCo to the City; or, if such breach or noncompliance cannot reasonably be cured within such 60-day period, the City does not commence to cure such breach or noncompliance within such 60-day period or, after commencing to cure such breach or noncompliance, does not thereafter pursue such cure in good faith to completion.

16.4 ***ArenaCo's Remedies***. If any City Event of Default occurs, ArenaCo shall have the right, at ArenaCo's election to: (A) sue the City for and obtain damages, specific performance, other equitable relief, or any combination of the foregoing, and/or (B) terminate this Agreement.

17. **Damage and Demolition**. Pursuant to the Design and Construction Agreement, a portion of the Parking Facilities will be demolished. Upon the demolition of such portion of the Parking Facilities, or in the event that any portion of the Parking Facilities are otherwise damaged such that the City is unable to perform its obligations hereunder, the City and ArenaCo shall have no further obligations hereunder with respect to such portion of the Parking Facilities, except to the extent any obligations expressly survive termination of this Agreement. This Section shall not have any effect

on ArenaCo's obligations in the APMA related to casualty or condemnation of the Parking Facilities.

18. **Total Destruction**. If all of the Parking Facilities are totally destroyed from any cause, either Party may terminate this agreement upon prior written notice to the other.

19. Mediation

19.1 ***Process***. Any dispute between the Parties under this Agreement shall be resolved in accordance with this section.

19.2 ***Direct Communication***. As soon as reasonably possible after a dispute is identified, each Party shall set forth their positions in the dispute in written correspondence delivered to the other Party. Within 15 days after delivery, representatives of each Party shall meet at a mutually agreed time and place to attempt, with diligence and in good faith, to resolve and settle the dispute.

19.3 ***Non-binding Mediation***.

(A) *Resort to Mediation*. If the dispute is not resolved through direct communication as provided in Section 19.3 by the date that is ten days after the initial meeting, any Party to such dispute may request appointment of a neutral and properly credentialed mediator with expert knowledge and practical experience regarding the subject in dispute.

(B) *Choice of Mediators*. The requesting Party shall provide a list of three possible mediators to the non-requesting Party. The non-requesting Party shall then select the mediator to be used to mediate the dispute from that list.

(C) *Length of Mediation*. The Parties shall then participate in good faith in a one-day, non-binding mediation session. Notwithstanding the foregoing, the Parties may agree to extend the mediation proceedings.

(D) *Location*. Any mediation proceedings shall take place in the City, unless otherwise mutually agreed by the Parties.

(E) *Cost Sharing*. The cost of the mediation shall be divided equally between the Parties to the dispute.

19.4 ***Mediation Failure***. If the Parties do not resolve the dispute after engaging in this mediation process, each Party shall be entitled to bring an appropriate action or proceeding in any court of competent jurisdiction to vindicate its rights under this Agreement.

20. Miscellaneous

20.1 ***Notices***. Any notice or other communication under this Agreement must be in writing and will be considered properly given and effective only when mailed or delivered in the manner provided by this section to the persons identified below. A notice or other communication that is mailed will be effective or will be considered to have been given on the third day after it is deposited in the U.S. Mail (certified mail and return receipt requested), addressed as set forth below, with postage prepaid. A notice or other communication sent in any other manner will be effective or will be considered properly given when actually delivered.

If to the City: John Dangberg Assistant City Manager City of Sacramento 915 I Street, Fifth Floor Sacramento, California 95814 *With copies to*: Matthew Ruyak Assistant City Attorney City of Sacramento 915 I Street, Fourth Floor Sacramento, California 95814 Jeffrey Massey Senior Deputy City Attorney City of Sacramento 915 I Street, Fourth Floor Sacramento, California 95814 Matt Eierman Parking Manager City of Sacramento Department of Public Works 300 Richards Boulevard, Suite 213 Sacramento, CA 95811	*If to ArenaCo:* John Rinehart, CFO Sacramento Basketball Holdings, LLC One Sports Parkway Sacramento, CA 95834 Facsimile: (916) 928-6983 *With copies to:* Mark Friedman, Owner 1530 J Street, Suite 200 Sacramento, CA 95814 Jeffrey Dorso, Esq. Pioneer Law Group, LLP 1122 S Street Sacramento, CA 95811 Facsimile: (916) 496-8500 Adam R. Klein, Esq. Katten Muchin Rosenman LLP 525 W. Monroe Street Chicago, IL 60661-3693 Facsimile: (312) 902-1061

Either Party may from time to time designate a different address or facsimile number or persons for notices by giving notice to that effect to the other Party in accordance with the terms and conditions of this section.

20.2 ***Force Majeure***. Failure in performance by either Party under this Agreement due to a Force Majeure Event shall not be deemed a breach of this Agreement. In addition, when this Agreement provides a time for the performance of any

obligation, the time provided is extended if compliance is not possible due to a Force Majeure Event. The extension time shall be equal to one day for each day the Force Majeure Event prevents compliance. "**Force Majeure Event**" means any act, event, or condition that is beyond the reasonable control of the Party asserting the Force Majeure Event, if it prevents or delays such Party from performing any obligation under this Agreement, including the following: any act of public enemy, terrorism, blockade, war, insurrection, civil disturbance, explosion, or riot; epidemic; landslide, earthquake, fire, storm, flood, or washout, or other catastrophic weather event; any other act of God; and strike, lockout, or other industrial disturbance.

20.3 ***Severability***. If a court with jurisdiction rules that any nonmaterial part of this Agreement is invalid, unenforceable, or contrary to law or public policy, then the rest of this Agreement remains valid and fully enforceable.

20.4 ***Obligations of the City and ArenaCo***. The obligations and undertakings of the City and ArenaCo under or in accordance with this Agreement are obligations solely of the City and ArenaCo. Except as otherwise expressly stated in this Agreement, no recourse shall be had, whether in contract, in tort, or otherwise against any officer, director, employee, agent, member, volunteer, or representative of the City or ArenaCo in his or her individual capacity on account of any obligation or undertaking of or any act or omission by the City or ArenaCo under or pursuant to this Agreement.

20.5 ***Time of the Essence***. Time is of the essence in the performance of this Agreement.

20.6 ***Binding Effect***. This Agreement binds and inures to the benefit of the Parties' successors and assigns.

20.7 ***Waiver***. A Party's failure to insist on strict performance of this Agreement or to exercise any right or remedy upon breach of this Agreement will not constitute a waiver of the performance, right, or remedy. A Party's waiver of another Party's breach of any provision in this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision. A waiver is binding only if set forth in a writing signed by the waiving Party.

20.8 ***Interpretation***. This Agreement is to be interpreted and applied in accordance with California law, except that that the rule of interpretation in California Civil Code section 1654 will not apply. The term "including" shall mean "including, without limitation" and "including, but not limited to" and shall not be interpreted to imply any limitation on the more general preceding provision unless otherwise expressly stated. All references in this Agreement to Sections or Exhibits refer to the Sections and Exhibits of this Agreement unless otherwise

expressly stated. Each Exhibit referenced in this Agreement is incorporated into this Agreement by reference and made a part hereof. The headings and captions of the Sections and Exhibits are included for convenience only and shall have no effect upon the construction or interpretation of this Agreement.

20.9 ***Integration and Modification***. Subject to Section 20.21, this Agreement sets forth the Parties' entire understanding regarding the matters set forth in this Agreement and is intended to be their final, complete, and exclusive expression of those matters. It may be modified only by another written agreement signed by both Parties.

20.10 ***Conflicts among Project Agreements***. To the extent of any conflict or inconsistency between or among any of the Project Agreements, such conflict or inconsistency shall be resolved pursuant to Section 8.12 of the Comprehensive Agreement.

20.11 ***Relationship of the Parties***. The Parties do not intend to create any agency, partnership, joint venture, trust, or other relationship with duties or incidents different from those of parties to an arm's-length contract.

20.12 ***Attorneys' Fees***. Except as otherwise expressly stated herein, the Parties shall bear their own costs and attorneys' fees incurred in connection with this Agreement.

20.13 ***Alternative Delivery***. When a Party is obligated to deliver a document or similar item to the other Party, the recipient may, in its sole discretion, opt for a review of that item without taking physical or electronic delivery.

20.14 ***Counterparts***. The Parties may sign this Agreement in counterparts, each of which will be considered an original, but all of which will constitute the same Agreement. Facsimile signatures or signatures transmitted by e-mail or other electronic means shall be effective to bind the Parties.

20.15 ***Governing Law***. This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of California located in Sacramento County or the U.S. District Court for the Eastern District of California in Sacramento.

20.16 ***Disclosure of Records***. All non-public documents shared by the Parties shall be treated as confidential to the extent permitted by law. All documents submitted to the City may be subject to disclosure pursuant to the California Public Records Act. However, if any documents, in whole or in part, are set apart and clearly marked "trade secret" or "confidential" when provided to the City, the City shall give notice to ArenaCo of any request for the disclosure of those documents.

ArenaCo shall then have five days from the date it receives that notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by the City in any legal action to compel the disclosure of those documents under the California Public Records Act. ArenaCo shall have sole responsibility for defense of the actual "trade secret" or "confidential" designations.

20.17 ***Assignment***. This Agreement may not be Assigned without the other Party's consent, provided, however, that, without the City's consent: (i) ArenaCo may Assign this Agreement and all rights and obligations hereunder to an Affiliate provided that ArenaCo remains obligated on all of its obligations provided in this Agreement, and (ii) ArenaCo may Assign this Agreement to any Person (or an Affiliate thereof) that acquires, or obtains control of, the Team with the approval of the NBA. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto. "**Assign**" means any sale, transfer, assignment, pledge, mortgage, encumbrance, or any other transfer, including transfers as security for obligations, of this Agreement or a Party's rights or obligations under this Agreement. For purposes of this Agreement, the term "**Affiliate**" of a specified Person means a Person who is directly or indirectly controlling, controlled by, or under common control with, the specified Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of the specified Person whether through the ownership of voting securities, by contract or otherwise. The term "**Person**" means any individual, trust, estate, partnership, joint venture, company, corporation, association, limited liability company, or other legal entity, business organization, or enterprise.

20.18 ***Payments***. If any payment under this Agreement is required to be made on a day other than a Business Day, the date of payment shall be extended to the next Business Day.

20.19 ***Interest***. Except as otherwise expressly set forth in this Agreement, any payment required under this Agreement that is not timely made shall bear interest at the Interest Rate from the due date until paid in full.

20.20 ***NO WAIVER OF GOVERNMENTAL IMMUNITY***. NO PROVISION FOR INSURANCE, INDEMNIFICATION, CASUALTY, LOSS, OR SHARED EXPENSE SHALL BE CONSTRUED TO BE A WAIVER BY THE CITY OF ANY GOVERNMENTAL IMMUNITY AS TO AMOUNTS OR TYPES OF LIABILITY FOR THE USE, OCCUPANCY, OR OPERATION OF THE PARKING FACILITIES OR THE PARKING LAND OR EXERCISE OF RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT.

20.21 ***Other Agreements***. This Agreement does not cancel, supersede, modify, or otherwise affect the following: any other agreements that have been or may be made by the Parties regarding the subject matter of this Agreement, including the POMA, the Arena Agreement, the APMA, the Design and Construction Agreement, and any approvals or permits that have been issued by any party regarding the subject matter of this Agreement. The City acknowledges that its performance of the Services and, as requested by ArenaCo, the Additional Services, is intended to satisfy ArenaCo's corresponding obligations regarding operations of the Parking Facilities under the APMA, and the failure of the City to perform such services under this Agreement shall not be deemed an ArenaCo Default under the APMA.

20.22 ***Holding Over***. At the end of the Term, the City and ArenaCo, upon mutual consent, may continue this agreement on a month-to-month basis. All terms and conditions will remain the same.

20.23 ***Effectiveness***. Notwithstanding anything in this Agreement to the contrary, the effectiveness of this Agreement is conditioned upon the NBA's approval of the Team Agreement (as defined in the Arena Agreement) and the Arena Agreement, which approval is required for the effectiveness of both such agreements pursuant to the terms thereof. ArenaCo shall promptly deliver to the City a copy of the letter from the NBA confirming such approval upon ArenaCo's receipt thereof.

21. Definitions and Terms. Capitalized terms in this Agreement have the definitions set forth in this section.

"**Additional Services**" is defined in Section 3.2.

"**Affiliate**" is defined in Section 20.17.

"**APMA**" is defined in the Background.

"**Arena Agreement**" means the Arena Management, Operations, and Lease Agreement between the Parties dated as of the Effective Date.

"**ArenaCo**" is defined in the introductory paragraph of this Agreement.

"**ArenaCo Default**" is defined in Section 16.1.

"**Assign**" is defined in Section 20.17.

"**Budget**" is defined in Section 8.3.

"**City**" is defined in the introductory paragraph of this Agreement.

"**City Event of Default**" is defined in Section 16.3.

"**City Inventory**" is defined in Section 6.

"**City Removal Inventory**" is defined in Section 6.

"**Design and Construction Agreement**" means the Arena Design and Construction Agreement between the Parties dated as of the Effective Date.

"**Effective Date**" is defined in the introductory paragraph of this Agreement.

"**Force Majeure Event**" is defined in Section 20.2.

"**NBA**" means the National Basketball Association.

"**PARCS**" is defined in Section 6.

"**Parking Facilities**" is defined in the APMA.

"**Parking Operator**" is defined in Section 3.1.

"**Party**" or "**Parties**" is defined in the introductory paragraph of this Agreement.

"**Person**" is defined in Section 20.17.

"**POMA**" is defined in Section 3.3.

"**Services**" is defined in Section 3.1.

"**Term**" is defined in Section 1.

* * *

IN WITNESS WHEREOF, the Parties have entered in this Agreement as of the day and year first above written.

City of Sacramento By:_____ John F. Shirey City Manager Date:_____, 2014	SACRAMENTO DOWNTOWN ARENA LLC, a Delaware limited liability company By: Sacramento Basketball Holdings LLC, a Delaware limited liability company, its Sole Member By: _____ Name: _____ Its: _____ Date:_____, 2014
Approved as to Form Sacramento City Attorney By:_____ Matthew D. Ruyak Assistant City Attorney	Approved as to Legal Form Pioneer Law Group, LLP By:_____ Jeffrey K. Dorso Attorneys for ArenaCo

Exhibit A
to
Agreement for Interim Parking Operations Management

Contractor Administration for Parking Operator

(see attached)

City of Sacramento

Tax ID # if applicable: NA

Requires Council Approval: ☐ No ☒ YES **Meeting:** 3/9/10

☐ Real Estate ☐ Other Party Signature Needed ☐ Recording Requested

General Information

Type: Other **PO Type: Formal Bid-Prof Service** **$ Not to Exceed: $ 8,245 per month X 5 yrs**	**Attachment: Original No.:** **Original Doc Number:**
Other Party: AMPCO System Parking	**Certified Copies of Document:**
Project Name: DOWNTOWN PLAZA PARKING MANAGEMENT AGREEMENT	**Deed:** ☐None ☐ Included ☐Separate
Project Number: 15001211 Bid Transaction #:	E/SBE-DBE-M/WBE: NA

Department Information

Department: Transportation — Division: Parking Services

Project Mgr: Matt Eierman — Supervisor: Howard Chan

Contract Services: Jose R. Iedesma — Date: 3/2/10 — Section Manager: NA

Phone Number: 916-808-8195 — Division Manager: Howard Chan

Comment: — Org Number: 15001011

Review and Signature Routing

Department	Signature or Initial	Date
Contract Services:	Jose R. Ledesma	3-2-10
Project Manager:	DC.	3-2-10
Supervisor:		
Section Manager:		
Division Manager:		3-2-10
City Attorney	Signature or Initial	Date
City Attorney (MC: 09300):		3/3/10

☐ Send Interoffice Mail ☒ Notify for Pick Up x8145

Authorization	Signature or Initial	Date
Department Director, Jerry Way Concurrence Here Only:		3-3-10
City Manager (MC 09200): Yes ☒ No ☐		3.16.10
City Clerk (MC: 09400):		

For City Clerk Processing

Finalized:
Initial: DRB
Date: 3-17-10

Imaged:
Initial: V.E.
Date: 3/17/10

Received:
(City Clerk Stamp Here)

2010 MAR 17 A 7:9
RECEIVED
CITY CLERK'S OFFICE
CITY OF SACRAMENTO

2010 MAR -8 A 11:1

2010-0192
With: AMPCO System Parking
Title: Downtown Plaza Prking Mgmt Agmt
Authorization: Reso 2010-123

2010-0192
With: AMPCO System Parking
Title: Downtown Plaza Prkng Mgmt Agmt
Authorization: Reso 2010-123

BETWEEN THE CITY OF SACRAMENTO AND

AMPCO SYSTEM PARKING
FOR

OPERATION AND MAINTENANCE OF

Downtown Plaza Parking Facilities

THIS AGREEMENT is made and entered into this 1st day of April 2010 by and between the City of Sacramento, a municipal corporation (hereinafter "City") and AMPCO System Parking (hereinafter "Contractor").

RECITALS

1. City is the owner of certain off-street parking lots and garages. City desires to enter into an Agreement for operation and maintenance of certain off-street parking garages known as Downtown Plaza West (DPW), Downtown Plaza Central (DPC), and Downtown Plaza East (DPE) (hereinafter collectively referred to as "Garages").

2. Contractor has agreed to operate and maintain the Garages in accordance with the terms and provisions of this Agreement.

3. Contractor has also agreed to operate and maintain the Garages in accordance with the Terms and provisions of Articles 1 through 8 of the Parking Operation and Maintenance Agreement (hereinafter "POMA"), including future amendments thereto, attached hereto as Exhibit A, as provided herein.

NOW, THEREFORE, for and in consideration of the covenants, promises and agreements hereinafter set forth, the parties agree as follows:

SECTION 1. TERM

The term of this Agreement shall be from April 01, 2010 to March 31, 2015, inclusive, subject to the provisions of Section 15 of this Agreement.

SECTION 2. SITES

Contractor shall operate and maintain the Garages, which are located in the City of Sacramento as shown in Exhibit B attached hereto.

SECTION 3 CONTRACTOR'S DUTY TO OPERATE

The Recitals set forth above are incorporated by this reference. City shall at all times exercise control over the Garages and the parking operations conducted therein. Contractor shall perform the duties required to be performed in a manner which is at all times subordinate to and consistent with the actions, policies and directives of City. Contractor's duties to operate the Garages shall include, but are not limited to, the following

A. General

1. Manage and supervise the operation of the Garages subject to, governed by, conditioned upon, and in accordance with all the terms and provisions of this Agreement and the POMA.

2. Keep the sites open for public parking during such days and hours as may be specified in writing by the General Manager for the City's Parking Services Division (hereinafter "Manager").

3. Provide and maintain standards of public health and cleanliness established by the Manager.

4. Keep all areas of the garages in good order and repair and in good and safe condition.

5. Regulate and supervise the parking of motor vehicles in the Garages in a manner that will facilitate the orderly, efficient, fast and safe parking of the vehicles and prevent obstruction of traffic on adjoining streets.

6. Cooperate with and facilitate carpool programs provided by the City

7. Keep lights in good working order during open hours of operation and such other hours as required by the Manager.

8. Treat all members of the public with courtesy.

9. Charge and collect, on behalf of City, all fees, as City may from time to time prescribe, for the parking of motor vehicles in the Garages by any person whatsoever, including officers and employees of the City, the State of California, the United States Government, any public agency or district, and any private firm or corporation.

10. Pay and account to the Manager, for all fees collected for parking and parking validations in strict accordance with the provisions of this Agreement and generally accepted accounting "BEST" practices.

11. Keep and maintain adequate internal controls to assure that all fees to which City is entitled by operation of the sites are received, accounted for and paid to City.

12. Keep and maintain all books, records and accounts hereinafter specified, and present to City all records and reports as specified in this Agreement. Contractor shall maintain in accordance with recognized accounting practices, throughout the term of this Agreement and for a period of two (2) years after the expiration or termination of this Agreement, all records pertaining to Revenues, Operating Expenses and the Management Fee for the term hereof. Contractor shall retain parking tickets for a minimum of two (2) years. Upon reasonable notice to Contractor, Manager or its designated agent may examine any of Contractor's records relating to the management and operation of the facilities, and shall have the right to audit the records at any time during the term

of this Agreement and for a period of two (2) years after the termination or expiration of this Agreement. The cost of any such audit shall be borne by Manager unless such audit discloses an error or inaccuracy in favor of Contractor in excess of five percent (5%) of stated income or expense, in which case Contractor shall pay for the cost of such audit. Additionally, interest (at 8%) on the amount disclosed in the audit, plus an administrative fee at $200 per hour shall be applied. Any adjustment in amounts due or owing by either Manager or Contractor shall be paid within fifteen (15) days following receipt of the audit report. The provisions of this Paragraph shall survive the expiration or termination of this Agreement.

13. In accordance to the Living Wage Ordinance, prepare and maintain payroll, withholding tax, Social Security, and unemployment compensation, and disability records for all personnel exclusively engaged in the management and operation of the facilities (but excluding compensation for any personnel above the level of garage manager).

14. Do all other things reasonably necessary for the safe and efficient operation of the Garages.

15. Provide and manage custodial maintenance services as forth in this Agreement.

16. Maintain a good working, business relationship with the City as the client and owner of the Garages, and keep the Manager current and fully advised on all requests, complaints, or problems with any business entities, customers, or other individuals or agencies and the status of the parking operations in general.

17. Obtain prior approval from the Manager for any special request for parking or parking fees, parking fee discounts, parking validations, or any other arrangements or Agreements for additional services or augmentations to the terms of this Agreement or the POMA **(Exhibit A).**

18. At least once each quarter, corporate representatives of Contractor responsible for supporting and overseeing operations shall meet with Manager and participate in an inspection of Lots DPW, DPC, and DPE and confer on the status of lot operations and possible improvements.

B. Quality of Services Rendered.

1. Contractor shall ensure that parking lot customers receive consistently high levels of service and that customers in the lots experience no undue delays in entering or leaving lots.

2. Contractor shall gather information necessary to identify service demands and assign sufficient staff to operate the lots in such a way that service demands are met. Contractor shall also verify the readiness of equipment needed such that it is in good working order and available as needed.

3. Contractor shall ensure all employees maintain professional grooming standards and are in full uniform while on duty.

4. Contractor shall ensure that all parking equipment is clean and in good working order at all times.

5. Contractor shall ensure all exit booths are clean and maintained in a professional manner at all times.

C. Hours of Operation

1. Garages shall be opened and operational for public parking every day except during hours when public parking demand is minimal and shall also be open during, preceding, and following all performances, meetings, exhibits, or other events occurring in the vicinity of the Downtown Plaza Facility for periods of time as deemed necessary by the City.

2. The hours of operation of the Garages may be revised from time to time by the City upon written notification from the Manager.

D. Parking Fees

1. Subject to change from time to time by resolution of the City Council as provided hereinafter, the parking fees and charges (taxes, if applicable, included) that are to be collected by Contractor for each automobile or other vehicle parked in the Garages are attached hereto as **Exhibit C.**

2. In accordance with the established flexible rate schedule set forth in **Exhibit C,** fees and charges may be revised by written notification from the Manager at any time.

3. Contractor shall not collect any other parking rate or charges unless directed to do so by the Manager and shall not charge for any service not set forth in this Agreement unless so authorized by resolution of the City Council.

E. Use of Access and Revenue Control Equipment

Contractor shall operate the Garages with the access and revenue control system provided by the City, hereinafter referred to as the "Control System" and according to the procedures required by the Manager. Software will not be copied, modified, sold, or made available, for any reason, to any third party. As specified by the Manager, certain report forms and procedures shall be used in conjunction with the Control System. Any modifications of said reports and procedures shall be subject to prior approval and authorization from the Manager.

F. Deposits of Cash Receipts

Any and all monies charged or collected by Contractor for parking fees, except refundable deposits and bad check administrative fees collected by Contractor, shall be deposited, via armored security pick-up and delivery service, by Contractor directly into a bank account designated by the Manager for the City of Sacramento as sole payee (hereinafter the "Account"). Account shall be a zero balance account. Contractor shall have access to Account activity data for review only. Contractor shall prepare deposits on a daily basis for contractor's armored car service pick-up, except for Saturdays, Sundays, and Holidays, for which deposit shall be made on the next business day. All bank deposit slips shall be made out in five copies and one copy shall be forwarded for same day delivery to the Parking Administrative Office to the attention of the Senior Accounting Technician. Contractor shall file daily reports on said deposits with the Manager in such form and manner and at such times as may be specified by the Manager. Failure to prepare the required bank deposit on a daily basis and/or make it available for armored car pick-up service shall constitute a material breach, for which the City shall be entitled to immediately terminate all of Contractor's rights hereunder. City shall, in its sole and exclusive discretion, be entitled to impose a condition that Contractor pay to the city immediately in cash a sum equal to one hundred percent (100%) of the amount of the deposit should a daily deposit not be prepared and made available for the Contractor's armored car pick-up service.

H. Short-term Parking

1. All parking other than on a permit basis shall be on an hourly or short-term rate basis and shall be considered short-term parking.

2. Contractor shall provide short-term tickets to be used in the operation of the Garages. Contractor shall maintain control of the supply of tickets in a secure location. For each lot, a ticket log shall be maintained showing the beginning and ending serial numbers of tickets in supply and number

sequences in each ticket spitter.

3. When a customer enters a site for short-term parking, Contractor shall issue a ticket to the customer with the time of entry ink-stamped thereon.

4. When a customer removes a vehicle which has been parked at a site on a short term basis, Contractor shall:

   a. Take the ticket from the customer which customer obtained at the time of entry to the site.

   b. Stamp thereon the time the vehicle leaves the site and stamp or write thereon the net amount payable after giving credit for approved validations, if any.

   c. Accept only those forms of parking validations that have been approved in advance by the Manager.

   d. Credit the customer with the value of any approved validation stamp shown on the ticket or any other approved form of validation. If the validation is in a form other than a stamp on the ticket, Contractor shall attach the validation to the ticket to which it applies in a manner approved by the Manager.

   e. Charge and collect fees due for the time parked as shown on the ticket and not covered by an approved validation.

   f. Accept for payment fees owed by customers by approved credit card or by cash or checks, payable solely to City. Where payment is by check, Contractor agrees to accept checks solely and exclusively at Contractor's risk and subject to the conditions set forth in Section 3(i) of this Agreement. Contractor may decline to accept checks when Contractor has reason to believe that the check may not be honored. Contractor will, however, accept all checks when failure to accept the check would result in unacceptable inconvenience to the customer as determined by the Manager.

   g. All tickets collected by Contractor from customers and all voided tickets shall be stored and retained by Contractor for transmittal to City. Contractor shall bundle and box all tickets as directed by the Manager. Contractor shall store tickets for the two (2) year period before they are destroyed.

5. Any and all monies charged or collected by Contractor for short-term parking, except bad check administrative fees collected by Contractor shall be deposited by Contractor into the Account in the manner established pursuant to Section 3(F) of this Agreement. Contractor shall file daily reports on said deposits with the Manager in such form and manner and at such times as may be specified by the Manager.

6. Contractor shall submit to City, on the day after issuance or, if that day is a Saturday, Sunday or Holiday, then on the next business day, all parking tickets issued each day and returned to Contractor by customers. Before submitting tickets to City, Contractor shall separate them as follows:

   a. Tickets shall be separated by parking facility and shifts (Lots DPW, DPC, DPE).

   b. Tickets shall be sorted according to validation categories, cash, monthlies, and no charge transactions.

   c. Tickets that have been validated shall be separated by categories from those, which have not.

d. Tickets shall otherwise be separated in such other manner as the Manager may require.

7. Contractor shall file with the Manager monthly reports, in such form and manner and at such times as may be specified by the Manager, setting forth the total amount of monies collected by Contractor at each Garage (Lots DPW, DPC, and DPE) for tickets issued; an itemization detailing the amounts collected under each applicable rate; and such other information as the Manager may specify.

8. Contractor shall submit a monthly unaccounted-for ticket report for the prior month by the 10th day of each month. The unaccounted-for ticket report shall be submitted to the City in an automated spreadsheet report and shall be calculated according to the format, procedures, and with software, prescribed by the Manager. The Manager will require Contractor to pay Two Dollars ($2.00) for each unaccounted ticket in excess of .5% but less than 1% of the total number of tickets issued for the month and, upon notice from the Manager, Contractor shall deposit into the Account the equivalent of the daily maximum parking fee for each unaccounted-for ticket in excess of 1% of the number of tickets issued for the current month.

9. All of the functions and procedures for short-term parkers shall be performed by utilization of the Control System. Relayed daily reports from the Control System shall be generated on a daily basis as required by the Manager.

I. Bad Checks

1. The amount represented by each check accepted by Contractor from a parking customer is defined as "monies charged and collected by Contractor" and is to be paid by Contractor to City, whether or not Contractor ever receives the proceeds of such check.

2. On a monthly basis City shall reduce Contractor's reimbursement to recover banking charges assessed to City for the processing of each bad check.

3. Contractor may charge customers a reasonable administrative fee approved in advance by the Manager for pursuing payment of bad checks. If collected, such fees are not owed to City but may be kept by Contractor.

J. Discrepancies in Fees Collected for Tickets

All discrepancies in fees collected for tickets shall be reported monthly to the Manager. With the exception noted in Subsection 1. below, all discrepancies are the responsibility of the Contractor and shall be paid to City as follows:

1. If Contractor can justify the discrepancy in writing to the satisfaction of the Manager, the amount undercharged or not collected is not owed by Contractor.

2. If Contractor cannot justify the discrepancy in writing to the satisfaction of the Manager, and total discrepancies of the month exceed $50.00, the amount undercharged or not collected shall be deducted from Contractor's next monthly reimbursement.

3. All amounts overcharged by Contractor and all cash overages (amounts received by Contractor in excess of amounts reported) shall be paid to City. Amounts undercharged or of shortages by Contractor shall be deducted from overcharges or overages.

4. Contractor shall complete IOUs when parkers are unable or unwilling to pay parking fees. IOUs shall be delivered to the City on the business day following the date the IOU is received.

Contractor shall not receive payment from parkers redeeming IOUs. Contractor shall follow policies established by the City for completing and processing IOUs. Contractor shall pay the City five dollars ($5.00) for any IOU that, in the Managers sole discretion, is uncollectable due to incomplete, illegible, or missing information. Payment for uncollectable IOUs will be made monthly by deduction from contractor's reimbursement payment covering IOUs from the previous month.

K. Vehicle Inventory

1. On a daily basis, Contractor shall make a list of the vehicles by license number and shall obtain such other information concerning said vehicle as directed by City.

L. Parking Validations

1. Contractor shall be responsible for the collection and accounting of all parking validations, in a manner prescribed by the Manager and in accordance with City revenue control and reporting procedures.

2. In respect to Contractor's responsibility to collect and account for parking validations, Contractor shall incorporate the goal of assuring that the utilization of parking validations in the garages shall be for the purpose of validating customer parking only. Contractor shall make every reasonable effort to assure that the Downtown Plaza parking validations shall not be utilized for the purpose of evading parking fees that are due and payable pursuant to the City's Parking Fee Resolution. Contractor will cooperate with City employees enforcing policies relating to the use of parking validations.

3. Contractor shall make every reasonable effort to monitor the fraudulent utilization of Downtown Plaza validations and to identify all persons who attempt to fraudulently evade parking fees that are due and payable to the City. Contractor's procedures to identify such fraudulent utilization of the Downtown Plaza parking validations shall include, but not be limited to, the following:

   - License inventory of vehicles, sorted by computer
   - Video monitoring
   - Employee training for procedures to be used in identification of vehicles and drivers
   - Coordination with City on identification of vehicle owners through Department of Motor Vehicles.

4. City shall have the right to schedule times to meet and talk to employees of Contractor in regards to identification and observation of vehicles utilizing Downtown Plaza parking validations.

5. City shall have the right to independently monitor, survey, and investigate utilization of Downtown Plaza parking validations in the Garages with City employees.

SECTION 4. ALL MONIES COLLECTED ARE PROPERTY OF CITY

A. All monies collected by Contractor in the operation of the Garages, except bad check administrative fees collected by Contractor, shall, immediately upon Contractor's receipt thereof, be and at all times thereafter remain the sole property of City. Contractor shall not, by operation of law or otherwise, acquire any right, title or interest in such monies that are, for all purposes, public funds in which no

third person of entity may acquire a lien.

B. Until such monies or other things of value have been deposited in the Account in accordance with Section 3(F) of this Agreement, Contractor bears all risk of loss therefore, including, but not limited to, damage, destruction, disappearance, theft, fraudulent or any dishonest or unlawful act, or other hazard, irrespective of location and whether by Contractor's employee or any other person or entity. Contractor shall not be held responsible, however, for loss of monies or other things of value in the event of armed robbery, except that any monies over and above change funds that are stolen or taken by armed robbery shall be considered the responsibility of the Contractor and shall be reimbursed by Contractor to City. Contractor shall not be held responsible for loss of funds that would be unavoidable by cause of catastrophic events such as flood or earthquake.

SECTION 5. OFFICE AND OPERATING AND OFFICE EQUIPMENT

A. Operating Equipment

City shall furnish all operating equipment to Contractor for use in operation of the sites. Operating equipment shall include, but is not limit to, gate arms, cash registers, fee computer software, card readers, time clocks and booths as provided, installed and maintained by the City.

B. Office and Office Equipment

For the purpose of performing all duties and obligations required under this Agreement, and for no other purpose, City shall make available to Contractor space in parking facility offices located in DPW and DPE with existing office equipment as needed for performance of Contractor's responsibilities under this Agreement. Contractor shall keep and maintain in the DPE office all of Contractor's books, records and other documents relating to Contractor's performance under this Agreement. Contractor shall maintain office equipment in good working condition and shall be reimbursed by the City for reasonable costs relating to such maintenance.

C. Inventory

1. When Contractor commences performance under this Agreement, Contractor shall execute an inventory receipt within five (5) days for the operating and office equipment furnished by City. Said inventory receipt shall be herein included as **Exhibit D** of this Agreement. Contractor shall take prudent and reasonable care to safeguard and properly use all such equipment. Contractor shall return the equipment to City in the same condition as when received, with the exception of ordinary wear and tear. Replacement of said equipment shall be a reimbursable expense subject to prior authorization of the Manager.

2. Except for supplies and other property that are normally used up and consumed in the operation of parking garages, Contractor shall not dispose of any City property without the written consent of the Manager.

D. Vehicles

1. Contractor agrees to operate electric utility carts and other vehicles provided within the interior of the garages, using safety measures as set forth by City. Manager shall be responsible for providing Contractor with an electric utility cart. Contractor shall be responsible for: licenses, safety inspections, permits, and safety equipment, periodic maintenance, and liability insurance for this equipment. Expenses for these items shall be considered direct operating expenses and will be reimbursed subject to the provisions outlined in Section 11 "Compensation and Reimbursable

Expenses.

2. Only employees of Contractor who posses a valid California driver license and insurance as required shall operate vehicles. Operator shall use safety equipment as required by Sate Law.

SECTION 6. CONTRACTOR'S DUTY TO MAINTAIN

Duties

Contractor duties to maintain the Garages shall include the following:

1. Maintenance and Repairs: Contractor shall be responsible for all routine maintenance and repair work with respect to the garage offices, parking attendant booths, entry/exit traffic lanes and the exterior appearance of revenue control equipment. Routine maintenance and repair work is defined as all ordinary maintenance and repair of the premises and equipment and replacement of supplies, that are normally performed on a day-to-day basis in order to keep the Garages operating in an efficient, clean, safe, and good condition. Routine maintenance and repair work includes, but is not limited to:

   a. Replacing bulbs, fluorescent tubes, metal halide bulbs, or other lamps; replacing tickets in ticket issuing machines; replacing printer ribbons, journal and receipt tape; replacing arms on traffic entry and exit gates; cleaning revenue control equipment; maintaining security and access system; repairing, replacing and cleaning signs.

   b. Regular cleaning of Garages office, personnel stations, entry/exit lanes, and general parking areas, regular washing of all windows; regular cleaning of office and personnel stations' floors, walls, ceilings, and glass; regular removal of graffiti, and the regular removal of debris and oil.

   c. City will provide for major, overall steam cleaning of the Garages, wherein the total facility areas are steam cleaned with industrial steam cleaning equipment. Contractor shall cooperate and coordinate with City in facilitating major overall steam cleaning of the Garages. Contractor shall be responsible for reduced area steam cleaning as needed in specific areas, including but limited to stairwells, elevator and escalator landings, vehicle and pedestrian access areas. Emphasis is placed on the steam cleaning of pedestrian waiting/standing areas and walkways in maintaining the first-class standard of custodial maintenance as called for in the POMA **(ExhibitA).** The Manager may direct Contractor to perform major, overall steam cleaning of the Garages through a Sub-Contractor. If this occurs, Contractor will have services performed a manner and consistent with standards as specified, in writing, by the Manager. City shall reimburse Contractor for the cost of the Sub-Contractor's services.

   d. Cleaning of the elevators in DPW shall be included as part of the Contractor's custodial responsibilities. Cleaning of the elevators in DPE and DPC shall be the responsibility of Westfield Management..

   e. Contractor shall provide City with written copies of Contractor's policies and procedures related to parking lot maintenance and repair and with any updates or revisions of same. Contractor shall provide City, by the 21st day of each month, complete copies of maintenance and repair records related to DPW, DPC and DPE developed in the course of the previous month.

2. Contractor's Duty to Coordinate with City Parking Services Division

a. For maintenance and repair of lighting fixtures (excluding light bulb replacement), electrical systems, plumbing, ventilation, structural conditions, sewage, fire sprinklers, and other maintenance requirement other than custodial, the City shall bear the responsibility and cost. Contractor shall notify the Operations General Supervisor of all deficiencies therein within the knowledge of the Contractor's personnel.

b. Contractor shall not be responsible for landscape maintenance at any of the Garages. The Manager may, however, direct Contractor to perform landscape maintenance through a Sub-Contractor. If this occurs, Contractor will have services performed in a manner consistent with standards as specified, in writing, by the Manager. City shall reimburse Contractor for the cost of the Sub-Contractor's services.

3. Signs – Movement of Vehicles Contractor shall erect and maintain within the sites such signs as Contractor deems reasonably necessary, or as the Manager may request, to facilitate the efficient and safe operation of the parking facilities and the movement, control, circulation, and parking of vehicles therein. City shall provide, replace, and install all stationary signs necessary to facilitate the efficient and safe operation of the parking facilities and the movement, control, circulation, and parking of vehicles therein, or prohibiting parking in designated areas. In respect to all signing, Contractor shall review, recommend, or request modifications in writing to the Parking Manager. City shall reimburse Contractor for cost of signs provided by Contractor under this paragraph.

4. Dangerous or Defective Conditions – Emergency Plan and Warnings

a. Contractor shall provide Manager with a detailed emergency plan. Contractor shall instruct all persons employed by Contractor of the plan and the employee's responsibilities relating to the plan. Copies of the plan shall be posted in a prominent location in office areas occupied by Contractor.

b. In the event of any major emergency (i.e. power outage, flooding, fire, natural catastrophe or any other unanticipated condition that would disrupt normal operation of Garages or imperil customers or staff) or condition potentially involving lots operated by Contractor, Lot patrons, City staff, or Contractor's employees, that may reasonably result in a threat to persons or property, Contractor shall immediately contact the Manager by telephone and Contractor's Site Manager or Assistant Site Manager shall, if not present at Lots DPW, DPC or DPE at the time of the emergency, report to the lots and remain until the emergency has been resolved. If the Manager cannot be reached, Contractor shall make continued efforts to reach other City staff persons as designated by the Manager until a City representative has been notified. The City operator is available 24 hours a day and can be reached at (916) 264-5011.

c. Contractor shall immediately erect and maintain such temporary signs, barricades, lights and other devices as may be necessary to warn people of any dangerous or defective conditions and shall take such actions as may be necessary to protect people from injury, loss or damage which might result because of any such condition.

d. Anytime a dangerous or defective condition may reasonably be known by Contractor to exist in any of the sites, Contractor shall immediately take reasonable necessary protective action by calling the Operations General Supervisor and immediately notifying the Manager by telephone and in writing of such condition and protective action. It is the responsibility of the Contractor to cordon off the area until the defect has been fixed.

e. City shall reimburse Contractor for all such emergency expenses.

5. Repairs of Dangerous or Defective Conditions of Garages

a. Contractor shall, without delay, coordinate with the Parking Facilities Maintenance Supervisor to make such repairs and do all other things as may be reasonably necessary to eliminate any dangerous or defective conditions in the Garages which may at any time be reasonably known by Contractor to exist in any of the sites.

b. Under emergency conditions (e.g., power outage(s), flooding, fire, natural catastrophe or any other unanticipated condition that would disrupt normal operations of Garages or imperil customers or staff) should the Operations General Supervisor be unable to make such repairs, Contractor shall, without delay, notify the Manager, if possible, and commence the necessary work. The Manager shall be advised in writing of such condition and any remedial action taken by the Contactor.

c. City shall reimburse Contractor for the reasonable costs of work performed under the emergency conditions described in Section 6.A.5.b.

6. Light Tubes and Light Bulb Supplies

a. City shall supply all necessary fluorescent tubes, metal halide bulbs, and other lamps required for the Garages' lighting system. Contractor shall install all necessary, tubes metal halide bulbs, and other lamps required for the Garages' lighting system.

b. Should Contractor report but be unable to correct in a timely fashion an unsafe or hazardous condition caused by deficient lighting for whatever reason, the Manager shall use City staff or an outside lighting service to correct said condition.

7. Office and Operations Equipment

Contractor shall ensure that all office and operating equipment furnished by City under Section 5 of this Agreement is properly used and kept reasonably safe. The repair and maintenance of such equipment shall be the responsibility of the contractor as a reimbursable expense subject to the prior approval of the Manager.

8. All Thing Necessary

Contractor shall do all things reasonably necessary to keep the City's Operations General Supervisor notified of maintenance needs of the Garage, except that all custodial maintenance shall be the responsibility of the Contactor.

9. Security of the Garages

The security of the Garages shall be the responsibility of City. Contractor shall not be responsible for providing security or patrol services on the sites. Contractor shall, however, be responsible for monitoring of the security intercom systems in the Garages and coordinating with the security services for the garage in respect to all security intercom system calls and any other customer complaints pertaining to security.

10. Custodial Services

1. Janitorial and lighting supplies necessary for performance of the aforementioned duties shall be furnished by the City.

2. Other than janitorial and lighting supplies, the acquisition of which is governed by Section 6.C.1. Contractor shall acquire and provide general services, supplies or equipment necessary

to perform any duties specified in Section 6.A of this when the cost of a general service, supply item or equipment item does not exceed Five Hundred Dollars ($500.00). Contractor shall pay all bills for the foregoing and, at the end of each month, Contractor shall submit invoices and other documentation, as the Manager may require, to City for payment. Vehicles for transporting, cleaning and hauling shall not be included as reimbursable expenses to the Contractor.

3. Whenever it appears to Contractor that the cost per item of general services, supplies and equipment necessary to perform the duties specified in Section 6.A of this Agreement may exceed Five Hundred Dollars ($500.00), Contractor shall give the Manager prior written notification of the estimated costs. At the Manager's discretion, the Manager may:

    a. Undertake to have City personnel do the work or furnish the supplies and equipment and so inform the Contractor in writing; or

    b. Award a contract to others for the general services supplies or equipment and so inform Contractor in writing; or

11. Ownership of Supplies and Equipment

Any supplies and equipment acquired for the performance of the duties specified in Section 6(A) of this Agreement, whether acquired by Contractor or furnished by City, shall at all times be and remain the property of City, and Contractor shall acquire no ownership or title thereto.

12. Alterations and Improvements

1. No improvements or alterations shall be made in, to, or upon the Garages, or any appurtenances thereto, by Contractor without the prior written consent of the Manager.

2. No signs, directional, guiding and other stripes, lines, direction and markings shall be installed or painted in or upon the Garages or removed there from by Contractor without the prior written consent of Manager.

SECTION 7. ADDITIONAL REPORTS

In addition to the reports required by other provisions of this Agreement, Contractor shall, upon request in writing by the Manager, submit and file with the Manager, in such form as specified by the Manager, reports and information relating to costs and expenses of operation and maintenance of the sites; charging, collection of and amount of parking fees collected by Contractor; procedures followed by Contractor; and other matters relating to the operation and custodial maintenance of the sites and Contractor's performance under this. The additional reports shall include, but not be limited to, quarterly reports on inventory, rates, utilization, and other operating data as determined by the Manager.

SECTION 8. CONSULTATION WITH CITY AND ESTIMATED ANNUAL OPERATING BUDGET

A. Consultation

Contractor, when requested by the Manager, at no additional charge shall consult with and advise City regarding rules and regulations for the operation and maintenance of the Garages, fees for

parking, collection procedures, budgets and other matters relating to the operation and maintenance of the Garages.

B. Annual Operating Budget

Upon Contractors execution of this agreement and prior to February 1st of each calendar year during the term of this Agreement, Contractor shall submit of Manager's approval a pro forma budget, based on the City's fiscal year (Jul 1-Jun 30), including detailed projections of Revenues and Operating Expenses, for the next following calendar year. Each said budget, as approved by Manager in writing (as so approved, the "Budget"), shall form the basis on which Operating Expenses are incurred in such calendar year, and Operator shall not be reimbursed for any expense that is in excess of five percent (5%) of the amount allocated for that particular Operating Expense line item in the Budget, without Managers prior written consent in each such case. The Budget may be amended only with the prior written approval of Manager as to each such amendment.

C. Budget Status Report

The Contractor shall provide a monthly budget status report to the Manager by the 15th day of each month, itemizing all expenditures for operation and maintenance of the Garages for the prior month, and forecasting any overruns of the estimated annual operating budgets. The budget status report shall itemize expenditures in detail as required by the Manager.

D. New Mandates

Should new Federal, State, or local mandated health care cost requirements or other new mandated cost requirements be imposed upon Contractor in respect to employees of Contractor who are employed in the operations for the Garages, City and Contractor shall re-open negotiations of the annual operating budget as it pertains specifically to such requirements.

SECTION 9 RULES AND REGULATIONS

A. Rules and Regulations

The Manager shall have the right to establish rules, regulations, or instructions relating to the operation and maintenance of the Garages, the charging and collection of fees, procedures for payment of monies to City, reports and the contents thereof to be prepared and submitted by Contractor to City, and other matters related to the Garages and their operation and maintenance.

B. Procedure

1. If the Manager established such a rule, regulation or instruction, the Manager shall give Contractor written notice of the same. If Contractor determines it is adversely affected thereby, Contractor may file a written objection with the Department of Transportation Director within 30 days after receipt of the Manager's notice. The written objection shall specify in detail any adverse effects, the reasons for Contractor's inability to comply, and proposed alternatives or recommendations.

2. If the issues raised in Contractor's written objection are not resolved to the satisfaction of both parties within 30 days after City receives Contractor's objection (or within such extended period as Contractor and City may agree to in writing before the 30 day period expires), Contractor may, within 15 days after expiration of the applicable period during which resolution of such issues is being discussed, terminate this Agreement if any of the reasons provided in Section 9(B) 3, below are applicable. The n notice of termination must be in writing and delivered or mailed to City not less than 60 days prior to the effective date of termination Contractor sets forth in the notice.

3. Contractor's option to terminate this pursuant to this Section may only be exercised on the grounds that the rule, regulation or instruction proposed by City:

   a. Is unlawful;

   b. Requires Contractor to perform any act prohibited by its articles of incorporation; or

   c. Is unreasonable or arbitrary because it is financially infeasible.

4. Except to the extent prohibited by law, Contractor shall comply with any rule, regulation or instruction established hereunder until expiration or earlier termination of this Agreement, notwithstanding Contractor's objection to a rule, regulation or instruction proposed by City within the time and on the grounds herein specified. The execution of this Agreement shall be deemed an Agreement by Contractor to comply with any rule, regulation or instruction established by City as the date of execution of this Agreement.

SECTION 10 CONTRACTOR'S PERSONNEL

A. General

1. For the performance of the duties required by this Agreement, Contractor shall directly employ persons who are competent, efficient, qualified and of honest reputation. All personnel performing the obligations of Contractor under this agreement shall be employees of Contractor, shall be on Contractors payroll and shall be under the sole control and direction of Contractor, who shall be solely responsible for the employment, supervision, payment and discharge of all such personnel. Under no circumstances shall any such personnel be considered employees or contractors of Manager. Contractor shall maintain close supervision over all personnel to insure their integrity and maintenance of an honest and high standard of service to the public, as well as to insure that said person's discharge their duties in a courteous and efficient manner. The Personnel necessary to staff the Facilities shall be subject to the Budget and as determined by the Manager in its discretion from time to time. Contractor shall not employ any persons who are not reasonably necessary for performing the obligations of Contractor under this Agreement. Contractor and Contractor's agents, employees and Sub-Contractors shall avoid conflicts of interest and the appearance of conflicts of interest.

2. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this Agreement, Contractor shall remove any such person immediately upon receiving notice from City of the Desire of City for the removal of such person or persons.

B. Compliance with Wage and Hour Provision, and Labor Standards

Contractor shall comply with all applicable federal, state and municipal laws and regulations including the newly adopted Living Wage ordinance for the City of Sacramento governing minimum hourly rates, maximum hours and other labor standards, including but not limited to those set forth in the Fair Labor Standards Act and the California Labor Code, to the extent applicable.

C. Wages and Salaries

The manager hired by Contractor pursuant to Section 10.D. below shall be paid a salary subject to approval by Manager. All other personnel employed by Contractor shall be paid on an hourly basis.

D. Personnel

1. For the performance of the duties required under this Agreement, Contractor shall employ at least one person at the management level whose full-time responsibilities will include management and control of operations and custodial maintenance including but not limited to, the supervision, employment, and training of all personnel of the Garages. The Contractors manager shall maintain direct contact with City representatives on a continuing basis. During the term of this Agreement the contractors manager shall reside in the Sacramento Metropolitan Area and shall not be transferred to other company contract locations or to other responsibilities within the company of the Contractor. The Contractor's Manager shall be assigned to manage Lots DPE, DPC, and DPW for 100% of his/her time and responsibilities.

2. Contractor shall submit for approval by the Manager a list of Contractor's projected staffing needs to operate DPW, DPC and DPE in the manner specified by this Agreement and the P.O.M.A. Upon approval of these staffing levels by the Manager, Contractor shall fill the positions. Employee salaries and benefit costs reimbursable by the city shall not exceed the maximum amount specified in the operating budget **(Exhibit E).** Approval of staffing levels by the Manager shall not be construed as authorization of expenses that exceed the operating budget.

SECTION 11 COMPENSATION AND REIMBURSABLE EXPENSES

A. All costs, expenses, obligations, and liabilities incurred by Contractor in the performance of this Agreement shall be paid by Contractor without compensation or reimbursement by City except to the extent expressly provided below or as authorized by the Manager.

1. The City shall pay Contractor a monthly "Management Fee".

B. Reimbursable expenses

In addition to "Management Fee", Manager shall reimburse Contractor for the following **direct labor costs** and **direct expenses**, to the extent that same are actually paid or incurred by Operator in the performance of its obligations under this Agreement, and further subject to the other provisions as outlined in the Parking Operation and Maintenance Agreement (POMA). The monthly management fee is $8,245.

1. Wages and Salaries

City agrees to reimburse Contractor at the actual rate of compensation paid by Contractor for all salaries and wages of all personnel exclusively engaged in the management and operation of the Facilities (but excluding compensation for any personnel above the level of garage manager). Rates of pay, holiday schedules and other employment requirements may vary from company to company and state to state. Federal and applicable State laws will dictate the definitions of straight time, overtime and double time.

Notwithstanding the above, Contractor will bill Manager for services at the overtime premium rate only when overtime premium services have been specifically authorized by Manager. If an open position must be temporarily filled by Contractor with a fully trained and qualified parking attendant not regularly assigned to a Facility and that attendant's prior work schedule would require that he be paid at the overtime premium rate, Contractor will compensate the attendant at the appropriate overtime premium rate, but will bill Manager only at the regular billing rate.

If a parking attendant regularly assigned to a Facility volunteers to fill an open position during a period when the attendant would normally be off duty, such service may be performed if approved by the Manager; however, Contractor will bill the Manager only at the regular rate appropriate for that particular position. If the parking attendant's prior

work schedule requires compensation at the overtime premium rate, Contractor will make such compensation to the attendant, but Manager will be billed at the regular rate.

To be eligible for reimbursement of any bonuses or other special payments over and above regular salaried hourly wages must be authorized, in advance and in writing by the Manager.

2. Fringe Benefits

City agrees to reimburse Contractor its normal costs for the following fringe benefits provided to Contractor's non-union personnel:

a. Health and Dental Insurance
b. Sick Leave
c. Vacation

3. Holiday Pay

Payments made by Contractor to its personnel for holiday pay shall be reimbursed by City to Contractor either per Union Agreement, where applicable, or as follows;

a. Permanent full-time employees with at least one-hundred eighty (180) days tenure who work a 40-hour week will receive wages for a 8-hour day at regular pay rate for each of the following holidays on which the employee does not work: New Year's Day, Martin Luther King's Birthday, Caesar Chavez' Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. If an employee is required to work on any such holiday, the pay reimbursable by City shall not exceed double the regular pay rate for any hour worked.

b. Permanent part-time employees with at least one-hundred eighty (180) days tenure who work less than a 40-hour week will receive a proportionate percentage of the benefits for each of the above holidays based upon each employee's normal work schedule.

4. Taxes

City shall reimburse Contractor for all required employee payroll taxes and insurance costs incurred for FICA, Federal Unemployment Insurance, and State Unemployment Insurance at a maximum rate of ten percent (10%) of payroll with no cut off for SUTA. Workers' Compensation for services provided pursuant to this Agreement at a maximum rate of eight and 82/100 percent (8.82%) of payroll for the calendar year of 2010. Subsequent to calendar year 2010, said maximum rate for worker's compensation will be adjusted annually to a mutually agreed upon rate, but in no event will the maximum rate increase more than 5% per annum.

5. Maintenance Expenses

City agrees to reimburse Contractor for general services, and supplies, purchased in accordance with this Agreement.

6. Telephone Expenses

City agrees to reimburse Contractor for actual telephone operating expenses incurred in accordance with this Agreement, for telephone, managers cell phone, fax machine, and

computer modem services.

7. Insurance Premiums

If contractor purchases an insurance policy required under Section 24 of this Agreement, City agrees to reimburse Contractor for premiums actually incurred. If Contractor is self-insured pursuant to Section 24, City agrees to reimburse Contractor at Contractor's internal insurance rates then in effect with a maximum of TWO DOLLARS AND FIFTY CENTS ($2.50) per annum per marked stall. Subsequent to calendar year 2010, said maximum rate for insurance premiums will be adjusted annually to a mutually agreed upon rate, but in no event will the maximum rate increase more than 5% per annum.
City shall only reimburse Contractor for the proportionate part of such premiums or insurance charges allocable to this Agreement. The City Risk Manager has the right to review annually any rates charged by Contractor for self-insurance and to require reductions in such rates if determined by the City Risk Manager to be unreasonable, or if the Risk Manager determines that one or more of the cost factors utilized by Contractor in arriving at such rates is inappropriate or otherwise unacceptable.

C. Reasonable Expenditures

Contractor shall not incur any costs or expenses for which City is required to reimburse Contactor under this Agreement unless such expenditures are necessary and reasonable for the performance by Contactor of its duties and obligations under this Agreement. In particular, but not by way of limitations, the amount of any and all salaries and wages paid by Contractor to its employees, to the extent that City is required to reimburse Contactor for same, shall not be more than necessary and reasonable for the performance by Contractor of its duties and obligations under this Agreement. Any expenditures made by Contractor, which exceed the monthly operating budget attached hereto as **Exhibit E** shall be subject to prior authorization of the Manager.

Operating Expenses shall not include any payments to affiliates of Operator exceeding amounts that would have been paid to a third party in an arms'-length transaction, nor shall Operating Expenses include any of Operator's general overhead expense, including but not limited to:

(a) Administrative, supervisory or related costs and expenses incurred in the general management or operation of the affairs of the Facilities and/or Operator's other operations;
(b) Costs of maintaining the general books and records of Operator, or the cost of any audit payable by Operator;
(c) Postal and travel expenses, whether related to the management or operation of the Facilities or otherwise; or
(d) The cost of any managers, supervisors or other personnel who are not employed at the Facilities on a full or part-time basis.

D. Monthly Payment

Reimbursable expenses permitted by this Section shall be set forth in detail and billed by Contractor within 10 days after the close of each calendar month. Contractor shall attach to each bill supporting documents satisfactory to the Manager showing that the Contractor is entitled to the amount of payment claimed for the month. If approved by the Manager, each bill shall be payable by City within 30 days after receipt by City.

E. Timely Payment

It is the City's intent to pay all bills for Contractor on a timely basis. In the event that City does not reimburse Contractor any undisputed amounts within the time required herein and Contractor gives notice to City of outstanding undisputed amounts due, City shall pay to Contractor a one percent (1%) late payment fee on such amounts.

F. Reimbursements not to Exceed Annual Budget

Total monthly reimbursements to the Contractor for reimbursable expenditures shall not exceed the total monthly operating budget **(Exhibit E)**, unless authorized in writing by the Manager. The annual budget is the total of all approved monthly budgets from July 1 through June 30th of each year in which this contract shall be in force.

SECTION 12 FEES AND TAXES

A. Contractor shall pay when due all applicable fees, taxes, or charges of whatever nature lawfully levied on the right of Contractor to operate and manage the Garages.

B. Contractor shall maintain all documents and records in Paragraph A of this section, and any other information which demonstrates performance under this Agreement, for a minimum period of two (2) years from the date of the final payment under the Agreement to Contractor, or for any longer period required by law.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Manager, City Attorney, Finance Director, City Manager or a designated representative of any of these officers.

D. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandonment or termination of Contractor's business, City may, by written request of any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained in City Hall or designated City facility. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in interest.

E. Contractor shall have proprietary rights to all software provided by Contractor in performing the requirement sunder the terms of this Agreement.

SECTION 14 STATUS OF CONTRACTOR

A. It is understood and agreed that Contractor's relationship to City in the performance of this Agreement is that of an independent Contractor, and not that of an employee or agent of City. As an independent Contractor, neither Contractor, nor any employee, agent or Sub-Contractor of Contractor, shall obtain any right to retirement benefits or to any other benefits, which accrue, to employees of City. Contractor herby expressly waives any claims it may have to such rights, on behalf of itself and nay employee, agent or Sub Contractor.

B. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent or to bind City to any obligation whatsoever.

SECTION 15 TERMINATION

A. City's Right to Terminate

1. City shall have the right to terminate this at any time by giving Contractor not less than thirty (30)

days written notice of termination, under any of the following conditions:

a. Without cause;

b. For a material breach by Contractor of any of its obligations hereunder;

c. Cessation or deterioration of services which shall, in City's sole discretion, adversely and materially affect the quality operation of the Garages; or

2. In addition, if City's property interest in any part of any of the sites is being terminated, or if and when City should decide to construct any building, structure or other improvement on or within any part of any of the sites, City shall have the right to terminate this Agreement insofar as it applies to the site or sites affected by giving Contractor not less than 30 days prior written notice of termination. The notice shall specify the site or sites with respect to which this Agreement is terminated.

3. Upon termination, all rights, powers, privileges and authority granted to Contractor under this Agreement shall cease and contractor agrees to immediately vacate the Garages premises.

4. City's right to terminate this Agreement under this Section is not its exclusive remedy but is in addition to all other remedies provided to it by law, in equity, or under the provisions of this Agreement.

B. Contractors Right to Terminate

1. If and when the City should decide to construct any building, structure or other improvement on any of the sites and the construction work is such that it will or does materially interfere with the continued operation or maintenance of the sites as they were operated or maintained prior to the commencement of such work, Contractor shall have the right to terminate this Agreement insofar as it applies to the site or sties affected by giving City not less than 180 days prior written notice of termination. The notice shall state the reason for the termination.

2. The date of termination in such event shall not be more than 30 days prior to the date on which the contract awarded by the City for such work or improvement requires such work or improvement to begin. The City shall, upon request of Contractor, specify the date on or about which any such work or improvement will commence.

C. Reports and Documents; Payment

In the event of termination, Contractor shall deliver to City copies of all reports, documents and other work performed by Contractor under this agreement and upon receipt thereof, Contractor shall be paid for duties performed and reimbursable expenses incurred to the date of termination.

SECTION 16 DAMAGE OR DESTRUCTION

A. Partial Destruction

1. In the event of partial destruction of any of the Garages, City shall repair such damage, provided that the following conditions exist:
   a. such repairs can be made within 180 working days;

   b. The cost of such repairs is covered under an insurance policy required to be maintained pursuant to this Agreement.

2. In the event of such partial destruction, this Agreement shall continue in full force and effect. Should portions of the Garages continue to operate, Contractor shall be paid and reimbursed for expenses proportionally to services provided. Provided, however, in the event of partial destruction of the Garages which cannot be repaired within 180 working days or which is not covered by an insurance policy required to be maintained hereunder, City may, at its option, either:

    a. Repair such damage as soon as reasonably possible, in which event this shall continue in full force and effect;

    b. Terminate this Agreement by giving written notice to Contractor, within 30 days after the date of the partial destruction, of City's intention to terminate, in which event this Agreement shall be deemed terminated as of the date of the partial destruction.

3. In the event that anything in this section is inconsistent with the City's rights and obligations under the POMA, the terms of the POMA shall prevail.

B. Total Destruction

If any or all of the garages are totally destroyed from any cause, whether or not covered by the insurance required hereunder, city may terminate this Agreement upon notice to Contractor.

C. Damage Near End of Term

If any of the Garages are partially destroyed during the last 12 months of the term of this Agreement from any cause, whether or not covered by the insurance required hereunder, City May , at its option, terminate this Agreement by giving written notice to Contractor within 30 days after the date of the partial destruction, of City's intention to terminate, in which event this Agreement shall terminate as of the date of the partial destruction.

SECTION 17 SUCCESSORS AND ASSIGNS

Each and all of the conditions and covenants of this Agreement shall extend to and bind to the benefit of City and Contractor, and the legal representatives, successors and assigns of either or both of them.

SECTION 18 ASSIGNABILITY

Contractor shall not assign or transfer any interest in this Agreement and City shall not honor the performance of any of Contractor's obligations hereunder by any purported assignee without the prior written consent of City. Any attempt by Contractor to assign this Agreement or any rights, duties or obligations arising hereunder shall be void.

SECTION 19 WAIVER

Contractor agrees that waiver by City of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein nor a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by City of the performance of any work or duties by Contractor shall not be deemed to be a waiver of any term or condition of this Agreement.

SECTION 20 COMPLIANCE WITH LAWS

Contractor shall comply with all applicable Federal, State, and local laws, ordinances, codes and

regulations. Contractor agrees to comply with Drug-Free Work Place Policy Resolution 90-498, attached as **Exhibit G.**

SECTION 21 GOVERNING LAW

City and Contractor agree that the laws governing this Agreement shall be that of the State of California.

SECTION 22 EQUAL EMPLOYEMENT OPPORTUNITIES

During the performance of this Agreement, Contractor, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance With Regulations Contractor shall comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60), hereinafter referred to as the "Regulations."

B. Nondiscrimination Contractor, with regard to the work performed by it pursuant to this Agreement, shall not discriminate directly or indirectly on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in employment procedures and policies, or the selection and retention of Sub Contractors, including procurement of materials and leases of equipment.

C. Solicitations for Sub Contractors, Including Procurement of Materials and Equipment In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including procurement of materials or equipment, each potential Sub Contractor or supplier shall be notified by Contractor of Contractor's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation. Contractor agrees to use its best efforts to award subcontracts under this Agreement to M/WBE companies.

D. Information and Reports: Contractor shall provide all information and reports required by any State, Federal or Local Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City of Sacramento to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required is in the exclusive possession of another that fails or refuses to furnish this information, Contractor shall so certify to the City of Sacramento and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance In the event of noncompliance by Contractor with the nondiscrimination provisions of this, the City of Sacramento shall impose such contract sanctions as it may determine to be appropriate including, but not limited to:

1. Withholding of payments to Contractor under the Agreement until Contractor complies; or

2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions Contractor shall include the provisions of Paragraphs A through E of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by law, order, or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontract or procurement as the City of Sacramento may direct as a means of enforcing such provisions including sanctions for noncompliance.

SECTION 23 INDEMNIFICATION

Contractor shall fully indemnify and save harmless, City, its officers and employees, and each and every one of them from and against all actions, damages, costs, liability, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as ("liabilities"), to which any or all of them may be subjected, as a direct or indirect result of any negligent act or omission or willful misconduct of Contractor, its officers, employees, contractors, subcontractors or agents in connection with the performance or nonperformance of this Agreement, whether or not the City, its officers or employees reviewed, accepted or approved any service or work product performed or provided by the Contractor, and whether or not such liabilities are litigated, settled or reduced to judgment. Contractor shall, upon City's request, defend at Contractor's sole cost any action, claim, suit cause of action or portion thereof which asserts or alleges liabilities resulting directly or indirectly from any negligent act of omission or willful misconduct of Contractor, its officers, employees, contractors, subcontractors or agents in connection with the performance or nonperformance of this Agreement, whether such action, claim, suit cause of action or portion thereof is well founded or not. In the event that a final decision or judgment allocates liability by determining that any portion of damages awarded is attributable to the City's negligence of willful misconduct, the City shall pay the portion of damages which is allocated to the City's negligence or willful misconduct, provided that the City shall not be liable for any passive negligence of the city, its officers or employees in reviewing, accepting or approving any service or work product performed or provided by Contractor. The existence or acceptance by City of any of the insurance policies or coverages described in the Agreement shall not affect any rights the City may have under this Section 23. The provisions of the Section 23 shall survive any termination of this Agreement.

SECTION 24 INSURANCE

A. Policies

Contractor shall obtain and maintain for the full term of this Agreement at least all of the following minimum insurance requirements prior to commencing any work or receiving payments therefore under this Agreement:

1. Comprehensive Crime Policy

a. A comprehensive crime policy, with a minimum limit of not less than $250,000 and a zero deductible, providing at least the following minimum coverage:

i. Employee Dishonesty Coverage – Form A

ii. Depositor's Forgery Coverage

b. The comprehensive Crime Policy shall contain a provision either:

i. Naming City as an insured

ii. Providing that by reason of any loss resulting from Contractor's operation or maintenance of the sites, City shall have a direct right against the insurer for such loss, and such loss shall be payable directly to City upon request.

c. The Comprehensive Crime Policy shall include a third party provision with a minimum limit of not less than $2,000 each occurrence, and a $100,000 aggregate limit of liability. This policy shall include the "Employee Option: on a blanket basis."

d.

2. Comprehensive General Liability

Policy with a minimum limit of not less than $5,000,000 combined single limit for bodily injury and property damage, providing at least all of the following minimum coverage, with any self-insured retention not exceeding $100,000 per occurrence:

a. Premises Operations

b. Owner's and Contractor's Protective

c. Blanket Contractual

d. Broad From Property Damage

e. Completed Operations

f. Products (on an "if any" basis)

g. Personal Injury (Coverage for A, B, and C)

h. Fire Legal liability (with a minimum limit of $100,000 per structure).

3. Should Contractor operate any passenger vehicle in performance of this contract, Contractor shall have previously obtained a Comprehensive Business Auto policy with a minimum limit of not less than $3,000,000 combined single limit for bodily injury and property damage, providing at least all of the following coverage's, with any self insured retention not exceeding $100,000 per occurrence: Coverage's shall be applicable to any and all leased, owned, hired or non-owned vehicles used in any of the activities associated with this.

4. Workers' Compensation and Employers' Liability

Policy written in accordance with the laws of the State of California and providing coverage for any and all employees of Contractor. This policy shall:

a. Provide coverage for Workers' compensation (Coverage A).

b. Provide Coverage for $1,000,000 Employer's Liability (Coverage B).

5. Garagekeepers' Legal Liability policy with a minimum limit of not less than $100,000 per occurrence, providing at least the following minimum coverage's:

a. Collision – zero deductible

b. ACV Comprehensive – zero deductible

B. Endorsements

The following endorsements are required to be made a part of each of the above-required policies, except for the Comprehensive Crime Policy.

1. "The City of Sacramento its employees, officers, agents and contractors are hereby added as additional insureds as applies to any and all operations performed by or on behalf of Contractor and for the City."

2. "Thirty (30) days prior written notice of cancellation shall be given to the City of Sacramento in the event of any cancellation and/or reduction in coverage. Such notice shall be sent to:

Jose Ledesma
Contract Administration, DOT
915 I Street, 2nd Floor
Sacramento, CA 95814

This is the only endorsement required to be made a part of Workers' Compensation and Employers' Liability policy.

C. Proof of Coverage

Copies of all the required endorsements shall be attached to a Certificate of Insurance that shall be provided by Contractor's insurance company as evidence of the required coverage's. The Certificate shall then be mailed to:

Jose Ledesma
Contract Administration, DOT
915 I Street, 2nd Floor
Sacramento, CA 95814

D. Self-Insurance

Contractor may be self-insured for the above-required insurance policies where permitted by law. The City Risk Manager shall have the right, in his or her discretion, to approve in advance all self-insurance programs proposed by Contractor. If the Risk Manager disapproves of all or any portion of the proposed program, Contractor shall obtain insurance coverage in accordance with the Provision of this Agreement for each disapproved portion.

E. Approval of Contents and From; Amendment; Waiver; Loss within the Deductible

All policies, endorsements, and certificates shall be subject to approval by the City Risk Manager as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Risk Manager. The city Risk Manager may consent to the increase or decrease of any deductible or self-retention. Contractor shall remain liable to City for the amount of loss within a deductible or self-retention. Contractor shall provide City with a copy of all required policies, certificates and/or endorsements before work commences under this Agreement.

SECTION 25 SECURITY FOR PERFORMANCE

Upon execution of this Agreement, Contractor shall deposit with City a surety bond in the amount of One Hundred Thousand Dollars ($100,000) in a form and from a surety company approved by City, as a security for the performance by Contractor of the provision of this Agreement. In lieu of such surety bond, contractor may deposit cash, certificates of deposit, letters of credit, United States government bonds, City general obligation bonds, or a combination thereof, provided that:

1. The cash value of such deposit is equivalent to the amount set out above for a surety bond; and

2. The cash value shall be maintained at such equivalent amount; and

3. The amount and form of such deposit are approved by the Manager, and

4. The City has the unconditional right to draw upon the security upon demand, in the same manner and to the same extent as if a surety bond had been posted by Contractor.

B. If cash, certificates of deposit, government bonds or City bonds are deposited, then any interest earned shall belong to Contractor. City may apply any or all of the principle to reimburse itself for any defaults of Contractor under this Agreement or to remedy any such defaults. If contractor is not in default at the expiration or termination of this Agreement, City shall return the unused balance of the security to Contractor.

SECTION 26 MISCELLANEOUS

A. Integrated: Modification

This Agreement contains all the ***signatures*** of the parties and cannot be amended or modified except by a written Agreement signed by both parties.

B. Section Headings

The section heading contained herein are for convenience in reference and are not to be used to construe the intent of this Agreement or any part thereof, nor to modify, amplify, or aid in the interpretation or construction of any of the provisions thereof.

C. Severability

In the event any covenant, term or condition herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other valid covenant, term or conditions herein contained.

D. Time of Essence

Time is of the essence to each provision of this Agreement.

SECTION 28 NOTICES

A. All notices and other communications required or permitted to be given under this shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows or as either party shall designate by written notice to the other:

To City: City of Sacramento, Parking Services Division
300 Richards Blvd. 2nd floor
Sacramento, CA 95811

To Contractor: **Ampco System Parking**
420 Taylor Street, Suite 400
San Francisco, Ca 94102
Attention: Regional Vice President

B. Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

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

AMPCO SYSTEM PARKING

By: _____
Its: Regional Vice President

Date: 2/23/10

By: _____
Its:

Date: _____

95-2495556
Federal Tax ID

133069, 133070, 133071
City of Sacramento
Business Operations Tax Cert. No.

CITY OF SACRAMENTO,
A Municipal Corporation

By: _____
John Dangberg, Assistant City Manager
For: Gustavo F. Vina, Interim City Manager, March 16, 2010

APPROVED AS TO FORM:

By: _____
Deputy City Attorney

ATTEST:

By: _____
asst City Clerk 3-17-10

EXHIBIT A

DOWNTOWN PLAZA

PARKING OPERATION AND MAINTENANCE AGREEMENT

ty Clerk's Copy

City Clerk's Cop

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

DPA, L.P.
c/o DPA-H, Inc.
4350 La Jolla Village Drive
Suite 700
San Diego, California 92122
Attention: Legal Department

RECEIVED

NOV - 3 1993

City Attorney's Office

(Space above for Recorder's use only)

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PARKING OPERATION
AND MAINTENANCE AGREEMENT

DOWNTOWN PLAZA
(Sacramento, California)

by and among

DPA, L.P.,
a California limited partnership
("Developer");

THE CITY OF SACRAMENTO,
a body, corporate and politic,
of the State of California

("City");

MACY'S CALIFORNIA, INC.,
a Delaware corporation,
debtor-in-possession,

("Macy");

and

CARTER HAWLEY HALE STORES, INC.,
a Delaware corporation

("Weinstock's")

OFFICIAL RECORDS
SACRAMENTO COUNTY, CALIF.
93 OCT 15 AM 11:22
COUNTY CLERK-RECORDER

THIS IS A TRUE COPY
OF AN ORIGINAL DOCUMENT
ON FILE WITH THE
CITY CLERK

Dawn Bullwinkel
DAWN BULLWINKEL
ASSISTANT CITY CLERK
DATE CERTIFIED: 04-15-08

Clerk's Copy

City Agreement No. 92-206

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

DPA, L.P.
c/o DPA-H, Inc.
4350 La Jolla Village Drive
Suite 700
San Diego, California 92122
Attention: Legal Department

(Space above for Recorder's use only)

PARKING OPERATION
AND MAINTENANCE AGREEMENT

DOWNTOWN PLAZA
(Sacramento, California)

by and among

DPA, L.P.,
a California limited partnership
("Developer");

THE CITY OF SACRAMENTO,
a body, corporate and politic,
of the State of California

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MACY'S CALIFORNIA, INC.,
a Delaware corporation,
debtor-in-possession,

("Macy");

and

CARTER HAWLEY HALE STORES, INC.,
a Delaware corporation

("Weinstock's")

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CONSENT AND SUBORDINATION OF DEVELOPER'S MORTGAGEE

CONSENT AND SUBORDINATION OF SACPROP

CONSENT AND SUBORDINATION OF SACPROP'S MORTGAGEE

CONSENT AND SUBORDINATION OF SACPROP'S AND MACY'S CALIFORNIA, INC.'S FIRST MORTGAGEE

CONSENT AND SUBORDINATION OF SACPROP'S AND MACY'S CALIFORNIA, INC.'S SECOND MORTGAGEE

CONSENT AND SUBORDINATION OF WEINSTOCK'S LANDLORD

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EXHIBIT F CITY SECURITY STANDARDS

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750/3DIS/H3622-005/09-22-92/nan

CITY Resolution No. 92-206

PARKING OPERATION
AND MAINTENANCE AGREEMENT

Downtown Plaza
(Sacramento, California)

THIS PARKING OPERATION AND MAINTENANCE AGREEMENT ("Agreement") is made and entered into as of the 30th day of November, 1992, by and among DPA, L.P., a California limited partnership ("Developer"); THE CITY OF SACRAMENTO, a body, corporate and politic, of the State of California ("City"); MACY'S CALIFORNIA, INC., a Delaware corporation, debtor-in-possession ("Macy"); and CARTER HAWLEY HALE STORES, INC., a Delaware corporation ("Weinstock's"). Developer, Macy, Weinstock's and City are individually referred to as a "Party" and collectively as the "Parties."

R E C I T A L S :

A. As used in this Agreement, references to any "Recital," "Article," "Section" or "Exhibit" are to such portions of this Agreement, all of which together constitute the Agreement. Unless otherwise indicated, all capitalized terms used herein are defined in these Recitals or Article 17.

B. In furtherance and implementation of the Redevelopment Plan adopted by the City Council on June 17, 1986, by City Ordinance Nos. 86-064 and 86-065, Fourth Series (the "Redevelopment Plan"), The Redevelopment Agency of The City of Sacramento ("Agency") has entered into a Disposition and Development Agreement dated August 27, 1990, with Developer (the "DDA") recorded in the Official Records on November 26, 1991 in Book 911126, Page 1047.

C. Developer owns certain real property located in the County of Sacramento, State of California, described in Exhibit A, Part I shown on Exhibit B and hereinafter collectively referred to as the "Developer Property." Portions of the Developer Property were acquired by Developer from Agency pursuant to the terms of the DDA.

D. Developer's predecessor-in-interest, Downtown Plaza Associates, a California general partnership, has previously constructed and operated on a portion of the Developer Property, and Developer continues to operate, two levels of Developer Improvements.

E. Pursuant to the terms of the DDA, Developer has undertaken to (i) construct on the Developer Property a two-level, open-air mall with Developer Stores devoted to retail uses abutting such mall on both levels, (ii) renovate the existing Developer Improvements, and (iii) construct Garage U (see Recital G) and renovate Garage K and Garage G (see Recital G), all in accordance with plans approved by Agency and as shown on Exhibit B. Such construction and renovation is hereinafter referred to as the "Project."

F. City owns or will own certain real property located in the County of Sacramento, State of California, described in Exhibit A, Part II, Subparts A, B and C, shown on Exhibit B and referred to as "Lot G," "Lot K" and "Lot U," respectively, and collectively referred to as the "City Tract."

G. City also owns and operates the public parking garages ("Garage G" and "Garage K") located on Lot G and within Lot K, respectively, and, upon its completion by Developer and conveyance from Agency to City, will own and operate the public parking garage ("Garage U") which is being constructed within Lot U by Developer pursuant to the DDA. Garage G, Garage K and Garage U (collectively, the "Garages" and, individually, a "Garage") contain the parking to be utilized primarily by the Permittees. Garage G includes a subterranean tunnel which connects to Garage U. Garage K is not connected with either Garage G or Garage U.

H. Garage K lies beneath and provides support to some of the existing and to-be-constructed Developer Improvements and

92-206

City Agreement No. _____

the Weinstock's Store (see Recital J below). Additionally, Garage U will lie beneath and provide support to the Developer Improvements to be constructed on a portion of the Developer Property.

I. Sacprop, a California corporation, is the owner of the Store leased to Macy (the "Macy Store") located on that certain tract of land located in the County of Sacramento, State of California, described in Part III of Exhibit A, shown on Exhibit B and hereinafter referred to as the "Macy Tract."

J. Weinstock's is the lessee of the Store (the "Weinstock's Store") located on that certain tract of land located in the County of Sacramento, State of California, described in Part IV of Exhibit A, shown on Exhibit B and hereinafter referred to as the "Weinstock's Tract."

K. Each of Weinstock's and certain predecessors-in-interest to Developer have entered into the Prior Easement and Operation Agreements with City and/or Agency (City's predecessor-in-interest with respect to Garage K and Garage G). The Prior Easement and Operation Agreements set forth easements affecting Garage K and the overlying improvements and the agreements of such parties relating to the use, operation, maintenance, repair and reconstruction of Garage K.

L. In connection with the Project and the renovation of existing improvements on the Weinstock's Tract and the Macy Tract, (i) Developer, Macy and Weinstock's have entered or are about to enter into that certain Construction, Operation and Maintenance Agreement dated November 30, 1992 (the "COMA") by which such parties have made or will make certain covenants and agreements relating to the construction, maintenance and operation of certain of their respective improvements; and (ii) Developer, Macy, Weinstock's and City have entered or are about to enter into that certain Cross-Easement Agreement

dated November 30, 1992 (the "CEA") by which such parties have granted or will grant certain easements and have made or will make certain covenants in support of such easements in order to integrate the uses of their Tracts (and, in the case of Developer, the Developer Property) (collectively described in Part V of Exhibit A and referred to hereinafter as the "Project Site") and to integrate the use of Developer's, Macy's and Weinstock's Stores so as to create a shopping center and office complex, hereinafter referred to as "Downtown Plaza," located on the Project Site.

M. City recognizes that the Project could not occur without, and that success of the Project as a catalyst for other redevelopment in Downtown Sacramento depends on, the availability of sufficient, conveniently-located parking operated in a first-class manner at least equal to the operation of structured parking in other first-class regional shopping centers located in Northern California. City also acknowledges that the DDA requires that City and Developer enter into an agreement establishing the obligations of City and Developer with regard to the maintenance, operation, security, insurance and restoration of the Garages.

N. In order to implement the Redevelopment Plan and the DDA, Developer and City wish to assure operation and maintenance of the Garages at a level consistent with the operation and maintenance of structured parking in other first-class, regional shopping centers in Northern California. Developer and City therefore desire to agree upon certain maintenance, operation and restoration obligations and to make certain other covenants and agreements as are hereinafter more specifically set forth.

NOW, THEREFORE, with reference to the foregoing recitals, and in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

This Agreement shall not be effective until it has been executed, acknowledged and delivered by Developer, City, Weinstock's and Macy and until it has been recorded in the Official Records. Effective as of the date of recordation of this Agreement, the covenants contained in the Developer/Agency Prior Easement and Operation Agreements are hereby terminated and superseded by the provisions hereof but the easements thereunder shall continue in effect. Effective as of the date of recordation of both this Agreement and the CEA, the Developer/Agency Prior Easement and Operation Agreements, including all covenants and easements thereunder, shall be deemed to have been terminated in their entirety and shall be of no further force or effect. Effective as of the date of recordation of this Agreement, the covenants contained in the Weinstock's Prior Easement and Operation Agreement (but not the easements thereunder) are hereby superseded by the provisions hereof and shall be of no force and effect, but only for so long as this Agreement remains in effect. Effective as of the date of recordation of both this Agreement and the CEA, the Weinstock's Prior Easement and Operation Agreement, including all covenants and easements thereunder, shall be deemed to have been superseded in its entirety and of no further force or effect, but only for so long as this Agreement and the CEA remain in effect. Effective as of the Implementation Date, any Permit Agreement (see Section 1.1) between City and any other Party shall be deemed terminated and of no further force or effect.

ARTICLE 1

USE

Section 1.1 Use; Permit Parking Use and Validation Program Use. Except as provided in this Section 1.1, the Garages shall be used, managed and operated by City to provide parking on

a nonexclusive basis for members of the general public and retail customers of Downtown Plaza. Parking within Garages G and K may also be in conjunction with monthly permits ("Permits") sold by City in accordance with the terms of this Agreement. In addition, parking within all the Garages may also be in conjunction with the validation program described in Article 3 of this Agreement and the validation programs described below.

(a) Validation Programs. City represents and warrants that no validation programs other than that under this Agreement will affect Garage U and that, in addition to the validation program described in Article 3 of this Agreement, only the following validation programs affect Garages G and K: (i) a program for issuing validations to Sacramento Municipal Court jurors; (ii) a program for issuing validations to Federal Court jurors; (iii) a program for issuing validations to persons attending programs or classes at the Technology Learning Center; (iv) a program by which Downtown Sacramento merchants can purchase validation stickers for use by their customers; (v) a program for issuing validations under that Parking Structure Use License dated March 1, 1991 by and between City and Ricci's, Inc., relating to no more than seven (7) parking spaces at any one time; and (vi) a program for issuing validations to guests of the Holiday Inn Hotel located adjacent to Downtown Plaza for the use of parking spaces within Garage G under that certain Parking Structure Use License (the "Holiday Inn Agreement") dated October 26, 1977 by and between Agency and John Q. Hammons, as amended by amendments thereto dated October 25, 1982 and October 13, 1987. City's agreements related to these validation programs may not be amended or extended by City without Developer's consent. Upon thirty (30) days advance notice given by Developer in its sole and absolute discretion, Developer may elect to have City discontinue or

limit the use in the Garages of the validations referenced in clauses (i), (ii), (iii) and (iv); provided, however, validations referenced in clause (iv) above may continue to be purchased by the Majors and utilized by their customers parking in the Garages. Promptly after receipt of such notice, City shall commence phasing out or reducing such validations as required by Developer and shall complete such phase out or reduction within thirty (30) days of City's receipt of such notice. Except for validations issued in accordance with Section 3.2 and validations which may be sold by City to the Majors, City shall not enter into any agreement granting a right to validations for parking in the Garages nor shall City honor any other validations other than those issued under the above-described existing validation programs.

(b) Permit Equivalents. For the purpose of this Agreement, the validations and other rights under the agreements referenced in clauses (v) and (vi) above shall be equated to Permits (hereinafter referred to as "Permit Equivalents") as set forth below. At all times, the agreement referenced in clause (v) above shall be deemed as allowing seven (7) Permit Equivalents. The Permit Equivalents under the Holiday Inn Agreement shall be computed as follows for any prior full calendar month: The average Permit Equivalents for the subject calendar month shall equal the sum of (x) the quotient arrived at when that number of parking spaces, if any, posted with signage during the subject month prohibiting parking after 4:00 p.m. by all but Holiday Inn guests is divided by four (4) plus (y) the product of (i) the Average Utilization (as defined below) and (ii) the quotient arrived at when the Total Car Count (as defined below) is divided by the product of seven (7) and the number of week days in the subject month. The "Total Car Count" is the sum of the Car Count (as defined below) for each weekday during such month. The "Car Count" for any

particular weekday is the total of the number of vehicles which utilized a Holiday Inn-issued validation on the day in question and which were present in Garage G during all or any portion of each of the following one-hour segments of time: 10:00 a.m. to 11:00 a.m., 11:00 a.m. to 12:00 p.m., 12:00 p.m. to 1:00 p.m., 1:00 p.m. to 2:00 p.m., 2:00 p.m. to 3:00 p.m., 3:00 p.m. to 4:00 p.m. and 4:00 p.m. to 5:00 p.m. The "Average Utilization" is the average of the following for each of the foregoing one-hour segments: the sum of the number of minutes within the subject hour each car in the Car Count is parked during such hour divided by the product of 60 minutes and the Car Count for the subject hour. By way of example, if a vehicle parked in Garage G on a weekday utilized a Holiday Inn-issued validation and was present in Garage G from 10:45 a.m. to 4:30 p.m., such vehicle would be counted in each of the foregoing time segments and would therefore contribute seven (7) counts to the daily total. By way of example if the Car Count for a particular hour is eighty (80) but only sixty (60) of the cars are present for the entire hour and the other twenty (20) are present in Garage K for only twenty (20) minutes each during the subject hour, the Average Utilization for such hour would be .83. Also by way of example, if one wishes to compute the Permit Equivalents under the Holiday Inn Agreement for a particular calendar month and the above described restrictive signage has not been posted, assuming a 21-weekday calendar month, a Total Car Count of 11,684 and an Average Utilization of .90, Holiday Inn would be considered as having utilized an average of 72 Permit Equivalents for that month, computed as follows: 0 + .90 x [11,684 divided by (7 x 21)]. In all cases, Permit Equivalents shall be rounded up to the nearest whole number.

(c) Permits. City represents and warrants that only this Agreement and the agreements referenced in Exhibit D (collectively referred to herein as the "Permit

Agreements") grant Persons the right to purchase Permits for Garages G or K on a renewable basis without cancellation by City. Notwithstanding anything contained in this Agreement to the contrary, subject to Section 1.2 and the balance of this Section 1.1 below, after the Implementation Date, (i) the total of the number of Permits which are sold to the general public and to the occupants of the buildings identified on Exhibit D and their employees for parking and the number of Permit Equivalents within Garages G and K shall never exceed the Permit Cap (as defined in this Section 1.1(d) below; (ii) the location of parking spaces within Garages G and K which Permit holders are primarily intended to utilize shall be as described in the Permit Parking Location Plan attached as Exhibit C; (iii) except for Permits sold to the general public or to Developer pursuant to Section 1.2, Permits relating to Garages G or K shall be available only to the users and on the terms set forth in the Permit Parking Allocation Plan attached as Exhibit D; (iv) in no event shall City issue or sell Permits for parking within Garage U; and (v) after June 1, 1992, City shall not enter into any agreement (referred to herein as a "Permit Agreement") granting any Person Permits or the right to purchase Permits relating to any of the Garages nor extend or renew any Permit Agreement entered into on or prior to such date except to the extent such extension or renewal is pursuant to an option or other right to renew contained in such Permit Agreement.

In the event the Future Store is added to Downtown Plaza, Developer shall have the right, but not the obligation, to transfer any portion of its allocation of Permits pursuant to the Permit Parking Allocation Plan to the Future Major as a means of assuring that a sufficient number of Permits are made available to the Future Major.

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In the event any portion of the Garages are Damaged and not completely restored, the number of Permits issued to each of Developer and the Majors pursuant to this Agreement shall not be reduced in percentage terms more than the percentage of the total number of parking spaces rendered unusable as a result of the Damage.

Except as provided above, any change in the Permit Parking Allocation Plan or Permit Parking Location Plan requires the prior written consent of at least two Parties other than City.

(d) Permit Cap and Permit Cap Adjustments. The term "Permit Cap" shall mean the maximum number of Permit Equivalents and Permits for Garages G and K which may be sold by City without being subject to the analysis set forth in Section 1.2(b) regarding the availability of parking for the parking demands generated by the retail merchants of Downtown Plaza. The Permit Cap shall be one thousand three hundred eighty-three (1383) for the total Permits and Permit Equivalents so long as both the Weinstock's Store and the Macy Store remain open for business and either at least 33,358 square feet of Additional Retail Developer Store Floor Area or the Future Store exists in the location of the former "I. Magnin" Store. If either or both the Weinstock's Store and/or the Macy Store should cease doing business and, pursuant to Section 3.4, the subject Major then elects or previously elected not to contribute to the Validation Fee, City shall have the right to increase the Permit Cap by the number of Permits which, if sold by City at its then-prevailing rate for the subject Permits, would generate revenue at least equal to the contribution to the Validation Fee the subject Major was or should have been making assuming it had not previously elected to discontinue such contribution. By way of example, if the Weinstock's Store should cease doing business, assuming today's Permit rates

and assuming no escalation in Weinstock's portion of the Validation Fee, City could increase the Permit Cap by 79 Garage G or 73 Garage K Permits or some cost equivalent combination of the same. In addition to any increase in the Permit Cap pursuant to the next-to-immediately-preceding sentence, if the Future Store is added pursuant to Section 15.1 and the Future Store thereafter ceases to do business and then elects or previously elected not to contribute to the Validation Fee, City shall have the right to increase the Permit Cap by the number of Permits which, if sold by City at the above-described rate, would generate revenue at least equal to the contribution to the Validation Fee the Future Major was or should have been making assuming it had not previously elected to discontinue such contribution. By way of example, if the Future Store was added and ceased doing business, assuming today's Permit rates and assuming no escalation in its portion of the Validation Fee, City could increase the Permit Cap by 41 Garage G Permits or 38 Garage K Permits or some cost equivalent combination of the same. Additionally, if, as of the Scheduled Grand Re-Opening Date, there is no Floor Area in the location of the former "I. Magnin" Store or if the Additional Developer Retail Stores have been added but the total Floor Area of the same is less than 33,358 square feet, City shall have the right to increase the Permit Cap by the number of Permits which, if sold by City (at its then-prevailing rate for the subject Permits), would generate monthly revenue of at least $3,474.75 (which amount is subject to the same index adjustment as each prior adjustment of the Validation Fee pursuant to Section 3.4(a)) when added to the product of $1.25/12 multiplied by the Floor Area (which amount is subject to the same Index adjustment as each prior adjustment of the Validation Fee pursuant to Section 3.4(a)), if any, in the location of the former "I. Magnin" Store. By way of example, if as of the Scheduled Grand Re-Opening Date there is no Floor Area in the location of the former

I. Magnin Store, City could increase the Permit Cap by 41 Garage G Permits or 38 Garage K Permits or some cost equivalent combination of the same. Also, by way of example, if as of the Scheduled Grand Re-Opening Date the Additional Developer Retail Stores have been added but the total Floor Area of such Stores is 20,000 square feet, assuming today's Permit rates and no escalation in Developer's portion of the Validation Fee, City could increase the Permit Cap by 16 Garage G Permits or 15 Garage K Permits or some cost equivalent combination of the same. All increases in the Permit Cap pursuant to the foregoing shall be allowed only so long as the condition giving rise to the increase remains in existence. In all cases where City has the right to increase the Permit Cap under this Section 1.1(d), the restrictive signage referred to in the definition of "Permit Parking Location Plan" shall be removed from parking spaces nearest to the Floor Area of the Party not Operating and contributing to the Validation Fee so that such parking spaces are made available for use by Permit holders in connection with the sale of additional Permits.

Section 1.2 Utilization of Excess Permits and Parking Spaces. City and Developer agree that the primary use of the Garages during the retail operating hours of Downtown Plaza is intended to be parking for retail customers of Downtown Plaza and that such use is to be given priority over any other parking use to the extent necessary to assure the adequacy of parking for retail customers of Downtown Plaza. Provided the parking available in the Garages remains adequate for the retail customers of Downtown Plaza, City and Developer also agree that the Garages may also be utilized for Permit parking which exceeds the restrictions contained in Section 1.1(c)(i), (ii) and (iii) above. In addition, Developer agrees that so long as the total number of (i) Permit Equivalents and (ii) Permits for Garages G and K sold (a) pursuant to this Agreement, (b) pursuant to the Permit Agreements in existence as of June 1, 1992, and (c) to the

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general public, does not exceed the Permit Cap, the remaining parking available in the Garages shall be deemed to be adequate for the retail customers of Downtown Plaza. City and Developer acknowledge and agree that if all the Permits contemplated by the Permit Parking Allocation Plan are sold to Developer, the Majors and beneficiaries of the Permit Agreements, use by Holiday Inn of Garage G in excess of 172 Permit Equivalents will cause the Permit Cap to be exceeded. This condition will be addressed as described below.

This Section 1.2 sets forth the means by which City may sell to the general public those Permits which the occupants of the buildings identified on Page 1 of Exhibit D and their employees are entitled to purchase but which have not been purchased by such Persons. This Section 1.2 also sets forth the means by which City and Developer may cause certain of the Section 1.1 restrictions to be relaxed or lifted (such as allowing Permits in excess of the Permit Cap to be sold to the general public) if they determine that parking for retail customers will not be further impaired by such action. Furthermore, this Section 1.2 sets forth the means by which Developer and City may fully or partially reinstate such restrictions if they determine that parking for retail customers has been or will become impaired by a prior relaxation or release of such restrictions. In the event of a disagreement between City and Developer over whether the Section 1.1(c) restrictions should be relaxed, lifted or partially or fully reinstated, this Section 1.2 also describes the objective criteria and dispute resolution mechanisms which City and Developer shall rely upon to resolve such disagreement. This Section 1.2 does not identify specific means to prevent the actual number of Permits and Permit Equivalents from exceeding the Permit Cap when (i) the parking available for retail customers is inadequate, (ii) the Permit Equivalents under the Holiday Inn Agreement exceed 172 and (iii) the number of Permits which City can curtail selling to the general public does not offset the Holiday Inn Permit Equivalents

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over and above 172 Permit Equivalents. Consequently, if the Permit Equivalents under the Holiday Inn Agreement cause the Permit Cap to be exceeded at times during which the parking available for retail customers is determined to be inadequate in accordance with Section 1.2(b) below, at that time City shall take such corrective which City deems appropriate and which will offset the effect on parking availability of the Holiday Inn Permit Equivalents over and above 172 Permit Equivalents.

(a) Excess Permits; Developer's Right of First Refusal and Option on Permits Not Purchased Under Permit Agreements; Sale of Same to the General Public. City may make available for sale to the general public on a monthly basis at a rate at least equal to City's prevailing rate for monthly Permits for the subject Garage, those monthly Permits for the current calendar month which are available to the occupants of the buildings identified on Exhibit D and their employees pursuant to Permit Agreements but which have not been purchased by such occupants or their employees, provided:

(i) either such action is permitted by the applicable Permit Agreement or City has determined that such Permits are not going to be purchased by the Persons entitled to purchase such Permits under the applicable Permit Agreements by notifying such occupants (or, in the case of a multiple occupants in a single building, City has notified the property management office for such building) prior to the renewal date for such Permits that the maximum number of Permits with respect to such building which City is required to sell have not been purchased for the current month and that the unused Permits may be made available for purchase by other Persons unless such Permits are purchased by such occupants or their employees. In addition, after City determines (whether by the mechanism described herein or otherwise) that such Permits are not going to be

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purchased in accordance with one or more Permit Agreements, City shall have offered to sell such unsold Permits to Developer at City's prevailing rate for the subject Permits and Developer must have either elected not to purchase such Permits or must have failed to respond to City's offer within seven (7) days after receipt of City's offer; or

(ii) If City is able to determine during the current calendar month that the Permits it has sold during the current calendar month or during prior calendar months in accordance with the Permit Agreements will not be purchased in future months, City shall use its diligent efforts to offer such Permits to Developer as early as possible during the month preceding the month such Permits will become available, and Developer shall use its diligent efforts to respond to City's offer as soon as possible thereafter, but in all events Developer shall have no more than seven (7) days after Developer's receipt of City's offer to respond to the same.

Following Developer's notification to City that Developer shall not accept such offer or Developer's failure to respond to City's offer within the time period described above, City may commence selling the subject Permits to the general public.

In addition to the foregoing, should City have no desire to sell such unsold Permits to the general public, City shall so notify Developer, and Developer shall have the right to purchase the same at City's prevailing rate for the subject Permits.

Any Permits sold to the general public or to Developer pursuant to this Section 1.2(a) shall be sold only for one (1) month at a time and City shall have the right to

refuse to renew such Permits and will not renew such Permits to the extent the Persons entitled to purchase such Permits under Permit Agreements thereafter elect to purchase such Permits. In addition, subject to the rights of the Persons entitled to purchase Permits under the Permit Agreements, upon at least twenty (20) days' notice from Developer to City stating that Developer elects to purchase any or all of such Permits sold to the general public, at such time as the then-outstanding monthly Permits sold to the general public expire, City shall refuse to renew a sufficient number of such Permits in order to be able to sell to Developer the Permits requested by it, and Developer shall purchase such Permits and shall have the continued right to renew such Permits. When some of the Permits not purchased under Permit Agreements are sold to members of the general public and some Permits not purchased under Permit Agreements are also sold to Developer, as the Persons entitled to Permits under Permit Agreements exercise their previously unutilized rights to purchase Permits, City shall recover such Permits by first refusing to renew Permits sold to the general public before refusing to renew Permits sold to Developer under this Section 1.2(a).

Notwithstanding anything contained herein to the contrary, in no event shall the total number of Permit Equivalents and Permits sold pursuant to the Permit Parking Allocation Plan and this Section 1.2(a) exceed the Permit Cap. For the purposes of this paragraph, City's notifications to and communications with Developer shall be directed to the General Manager, 547 L Street, Sacramento, California 95814, or to such other address or person as Developer may designate, and notifications to and communications with City shall be directed to the Parking Administrator, City of Sacramento, Department of Public

Works, Parking Division, 1023 J Street, Room 202, Sacramento, California 95814, or to such other address or person as City may designate.

(b) Excess Parking Spaces. Developer and City acknowledge that due to a number of factors, including, but not limited to, variable occupancy rates, seasonal changes in retail activity, the success of Downtown Plaza in attracting retail customers, periodic sales and the impact of the general economy on retail sales, it is not possible to determine in advance that a particular number of parking spaces is or is not adequate for future retail customers of Downtown Plaza. City and Developer therefore agree that they must periodically evaluate information regarding the use of the Garages in an effort to learn whether the Garages are being used by nonretail customers during retail operating hours to the detriment of retail customers of Downtown Plaza. City and Developer agree to cooperate with one another to ensure sufficient parking in the Garages for the retail customers of Downtown Plaza and to allow Permits which cause the Permit Cap to be exceeded so long as parking remains sufficient for the retail customers. City and Developer also agree to share with one another all information in their possession or control regarding the use or operation of the Garages which directly or indirectly relates to such goal.

City's and Developer's judgments with respect to the adequacy of parking for retail customers and City's and Developer's approvals or disapprovals made pursuant to this Section 1.2(b) must be reasonable and must recognize City's and Developer's acknowledgements and agreements set forth in this Section 1.2 above. Developer and City agree that for all purposes related to such judgments, approvals and disapprovals, the parking available in the Garages shall be deemed inadequate for the retail customers of Downtown Plaza

if, during such month, the occupancy or "accumulation factor" of the subject Garage (in terms of parking spaces occupied by automobiles expressed as a percentage of the total parking spaces in the subject Garage) equals or exceeds 90% during any three (3) or more one-hour periods (measured from the top of the hour) prior to 6:00 p.m. during any one or more weekdays (other than a Special Event day) during the subject calendar month. Utilization of a Garage which results in such occupancy levels shall be referred to as a "Garage Closure" for purposes of the balance of this Section 1.2(b).

As stated above, Developer and City intend to allow Permits to be issued which are free of the restrictions contained in Section 1.1(c)(i), (ii) and (iii) provided the above-described priority of adequate parking for retail customers is observed. Therefore, commencing ninety (90) days after the Scheduled Grand Re-Opening Date, and from time to time thereafter, if City reasonably believes that the retail customers of Downtown Plaza, the users of validation programs permitted by this Agreement and the holders of Permits then being issued in accordance with the Permit Parking Allocation Plan do not then require, and in the future will not require, the use of parking spaces which City desires be utilized in connection with the sale of monthly nonrenewable Permits to the general public at a rate equal to or greater than the prevailing rate for monthly permits within the subject Garage set by the City Council of City from time to time, City shall so notify Developer and, coincident with such notice, shall provide Developer with the detailed information, including, but not limited to, information from Vehicle Traffic and Garage Occupancy Reports, which serve as the basis for City's judgement and a statement of the number of additional Permits City proposes to sell to the general public, the period over which City requests the right to sell such Permits and the location of the parking spaces City proposes for such Permit parkers. In

no event shall City propose to sell an additional number of Permits which, when added to the prior month's occupancy statistics, would cause any of the Garages to exceed a 90% occupancy standard during the peak weekday retailing hours, which for these purposes shall be 10:00 a.m. to 5:00 p.m. In making its judgment, City shall take into consideration whether there have been any Garage Closures in the past and those changes in the level of retail activity which may be reasonably anticipated, such as changes related to sales, holidays, promotional events and seasonal changes.

Within thirty (30) days after receipt of such notice, information and statements, Developer shall either reasonably approve or disapprove City's proposal by written notice to City. If disapproved, Developer's notice shall also state the specific grounds for such disapproval. In the event of Developer's disapproval of City's proposal, City shall bear the burden of demonstrating that its proposal will not impair the adequacy of parking for future retail activity in Downtown Plaza; however, if Developer disapproves such proposal, City maintains that it has satisfied its burden of proof, and Developer and City are unable to agree on a modified proposal relating to monthly Permits within fifteen (15) days following Developer's disapproval, the final determination shall be reasonably made by City except as follows: If the disagreement relates to the anticipated level of future retail parking demand and the dispute arises within the first full calendar year following the Scheduled Grand Re-Opening Date, Developer shall make the final determination. If the disagreement relates to the anticipated level of future retail parking demand and the dispute arises after the first full calendar year following the Scheduled Grand Re-Opening Date, City and Developer shall refer to the following to determine the degree of anticipated changes in future levels of retail activity: (i) the prior years' changes in the level of retail activity; (ii) any

changes in retail occupancy; and (iii) the best available data on general trends in retail activity and the economy, both locally and regionally. Furthermore, if a Garage Closure occurred during the immediately-prior calendar year during the same calendar month, the immediately-preceding calendar month or the immediately-following calendar month, the final determination shall be reasonably made by Developer.

City and Developer shall monitor and review on a monthly basis the actual impact of Permit Equivalents and Permit sales (in excess of the Permit Cap) to the general public on the parking available to retail customers of Downtown Plaza. If, as a result of such Permit Equivalents and Permit sales, Developer reasonably believes that parking available for retail customers of Downtown Plaza is inadequate or will become inadequate with anticipated changes in the level of retail activity, Developer shall so notify City and, concurrent with such notice, shall provide City with the detailed information, including, but not limited to, information from Vehicle Traffic and Garage Occupancy Reports, which serve as a basis for Developer's judgment and Developer's proposal for reducing or eliminating the sale of Permits to the general public; provided, however, that the requirement for such detailed information shall not apply if, after ten (10) days' prior notice that City has not delivered Vehicle Traffic and Garage Occupancy Reports, City is in breach of its obligation to deliver the Vehicle Traffic and Garage Occupancy Reports to Developer. Within thirty (30) days after City's receipt of such notice, information and proposal, City shall either reasonably approve or disapprove Developer's proposal by written notice to Developer. If City disapproves Developer's proposal, City's notice shall state City's specific grounds for disapproval. In the event of City's disapproval of Developer's proposal, City shall bear the burden of demonstrating that the sale of Permits to the general public is not impairing the adequacy of parking for

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present or future retail activity in Downtown Plaza; however, if City disapproves Developer's proposal, City maintains it has satisfied its burden of proof, and City and Developer are unable to agree on a modified proposal relating to monthly permits within fifteen (15) days following City's disapproval, the final determination on Developer's proposal shall be reasonably made by City, except as follows: If the disagreement relates to the anticipated level of future retail parking demand and the dispute arises prior to the last day of the first full calendar year following the Scheduled Grand Re-Opening Date, Developer shall make the final determination. If the disagreement relates to the anticipated level of future retail parking demand and the dispute arises after the first full calendar year following the Scheduled Grand Re-Opening Date, City and Developer shall refer to the following to determine the degree of anticipated changes in future levels of retail activity: (i) the prior years' changes in the level of retail activity; (ii) any changes in retail occupancy; and (iii) general trends in retail activity and the economy, both locally and regionally. Furthermore, if a Garage Closure occurred during the immediately-prior calendar year during the same calendar month, the immediately-preceding calendar month or the immediately following calendar month or if City increased the Permits despite Developer's objections made pursuant to the immediately preceding paragraph, the final determination on Developer's proposal shall be reasonably made by Developer.

Final determinations referred to above which are made in accordance with the foregoing shall not be subject to arbitration; however, any dispute regarding the interpretation of this Section 1.2 shall be resolved by arbitration in accordance with Article 13.

Section 1.3 Covenant of Parking Availability. City covenants that so long as (i) the Garages or any portion thereof

are in existence, and (ii) Downtown Plaza or any portion thereof is in existence and operating, subject to Section 1.1, the Garages or the portion thereof in existence shall be available to Developer, Weinstock's and Macy on a nonexclusive basis along with members of the general public for automobile parking.

Section 1.4 Obstructions. No fence, barrier or other obstruction of any kind which limits access or use of a Garage shall be placed, kept, permitted or maintained within a Garage, except (i) entry and exit traffic control equipment to collect parking fees and validations, (ii) temporary barriers used during the course of repair work to prevent interference with the work of repair, (iii) temporary barriers used to control and direct traffic as needed for efficient traffic movement, (iv) temporary barriers used to direct holders of Permits to Permit parking areas prior to the general hours of the retail Developer Stores or the stores of the Majors and (v) after the general hours of the retail Developer Stores (other than the cinema and restaurants) and the latest to close of the Majors' Stores, temporary barriers and signs used to minimize use of Garage K and portions of Garage U by customers of the cinema or restaurants; provided that, in all cases other than an emergency, City will use its best efforts to utilize such barriers in a manner which does not adversely affect the availability, convenience or use of parking by retail customers.

Section 1.5 Number and Layout of Automobile Parking Spaces. At all times from and after the date of this Agreement (subject to Articles 10 and 11), there shall be available within the Garages at least three thousand seven hundred five (3,705) automobile parking spaces distributed as follows: 1320 in Garage G, 1925 in Garage K, and 460 in Garage U. The number, distribution and layout of the parking spaces and circulation elements within the Garages, as shown on Exhibit B, shall not be modified by City without the approval, not to be unreasonably withheld or delayed, of at least two (2) Parties other than City.

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ARTICLE 2

OPERATION OF GARAGES

Section 2.1 Effectiveness of Article 2. The terms of this Article shall become effective as of the Implementation Date.

Section 2.2 Operation Standards. Except as provided in Section 2.3, Operator shall manage, operate, maintain and repair the Garages at its sole cost and expense in good order, condition and repair. Notwithstanding the generality of the foregoing, Operator shall maintain, repair and operate the Garages in accordance with the practices prevailing in the first-class operation of structured parking within other first-class, regional shopping centers located in Northern California (such as the Arden Fair regional shopping center as of the date hereof) and which are of similar size as the retail portion of Downtown Plaza with major department stores (i.e., stores comparable in size, quality of merchandise and marketing approach to the Macy's Store and the Weinstock's Store as of the date of this Agreement), and, at a minimum, shall at all times observe and perform the following standards and services as frequently as reasonably required for the Garages to remain in good order, condition and repair:

(a) Clean and maintain all Garage surfaces and keep such surfaces level and evenly covered with the type of surfacing material originally installed thereon, or such substitute thereof as shall be equal thereto in quality, appearance and durability;

(b) Remove all papers, debris, filth and refuse from the Garages and wash or thoroughly sweep paved areas;

(c) Remove trash from trash receptacles and clean trash receptacles;

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(d) Clean, maintain, repair and replace entrance, exit and directional signs, markers and lights into and within the Garages;

(e) Clean lighting fixtures and relamp and reballast;

(f) Maintain, repair and replace striping;

(g) Maintain and replace as necessary the existing landscaping surrounding Garage G within Lot G;

(h) Maintain and repair the structure of the Garages;

(i) Repaint and refinish all painted and finished surfaces;

(j) Clean, maintain and repair all stairs, stairwells and stairwell doors within the Garages;

(k) Clean, maintain, repair and operate all elevators within Garage G;

(l) Maintain and repair all mechanical, electrical and utility facilities and systems that are a part of or serve a Garage, including, without limitation, sprinkler and fire control systems, parking revenue control equipment, mechanical venting systems, lighting and emergency lighting systems, rollup doors and traffic barriers, excluding, however, the service elevators serving the overlying improvements;

(m) Except to the extent maintained by a utility company or that the same constitute private utility lines with respect to overlying improvements, maintain the utility lines which are located within the Garages;

(n) Obtain the public liability insurance required by Section 8.2 or, if the Operator is City, either obtain such insurance or self-insure against the risks which would be covered by such insurance, also in accordance with Section 8.2; and

(o) Enforce standard rules and regulations adopted pursuant to Article 6.

Section 2.3 Garages K and U Escalators and Shared Elevators. Notwithstanding anything in Section 2.2 to the contrary, (i) Developer, at its sole cost and expense, shall maintain and repair, or cause to be maintained and repaired, the existing bank of escalators between the lowest level of Garage K and Plaza Level (just west of Sixth Street) and the three new banks of escalators between the lowest level of Garages K and U and the Plaza Level to be constructed at the locations shown on Exhibit B; provided, however, each of the four banks of Garage-to-Plaza-Level escalators shall be considered a part of the Garage in which they are located and shall be owned by City; (ii) Developer shall maintain, repair and shall be responsible for all costs of operating all of the passenger elevators, including utility costs, which serve both one or more levels of Garage K or U and one or more levels of the Developer Improvements; provided, however, City shall reimburse Developer a portion of the costs of such maintenance, repair and operation of all such passenger elevators, other than the passenger elevator serving the 660 J Street building, on the basis of the formula set forth in Exhibit H attached hereto; and (iii) Developer shall maintain, repair and shall be responsible for all costs of operating all of the service or freight elevators, including

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utility costs, which serve the Developer Improvements. In no event shall City be responsible for the operation, maintenance or repair of service elevators in Garage K or U or any cost in connection with the same. In addition, so long as Developer is obligated to maintain and repair the subject escalator, Developer agrees to Indemnify, defend and hold City and its agents and employees harmless from and against any and all costs, losses, expenses, actions, claims and liabilities, to the extent the same arise from an occurrence on the subject escalator caused by Developer's negligence in its performance of such repair and maintenance services.

Section 2.4 Minimum Hours of Operation. Except as provided in this Section 2.4 below, the Garages shall be open to the public and fully lighted and operational (i) on those days, including Holidays, that the retail Developer Stores are open or any Major's Store is open and (ii) during at least the following hours: one half (1/2) hour before and one (1) hour after (a) the general hours of the retail Developer Stores (including the restaurants and cinema) or (b) if earlier or later than the general hours of the retail Developer Stores (including the restaurants and cinema), the hours of any Major's Store as determined by the subject Major from time to time. Initially, the general hours of the retail Developer Stores (excluding restaurants and cinema) and the Majors' Stores are expected initially to be 10:00 a.m. to 9:00 p.m. from Monday through Saturday, and 11:00 a.m. to 6:00 p.m. on Sunday. Initially, the cinema and restaurants shall remain open until 12:00 a.m. from Sunday through Thursday, and until 1:00 a.m. on Friday and Saturday. The term "general hours of the retail Developer Stores" means the hours substantially all such Stores are required to be open pursuant to Developer's leases with Developer Store tenants, as such hours may be changed by Developer from time to time to accommodate sales, daylight-savings-time changes, changes in the hours of competing shopping centers, general shopping center standards or trends. The cinema's and

restaurants' hours are also subject to change by Developer. Developer and the Majors shall provide City with at least ten (10) days' prior written notice of any change in such Party's retail operating hours, except for a special sale day, for which three (3) days' notice shall be required. If any retail Developer Store (including the restaurants and cinema) or Major's Store is to be open before or is to remain open beyond the general hours of operation for the retail Developer Stores (excluding the restaurants and cinema), if requested by City, Developer or the subject Major, as applicable, will use its reasonable efforts to coordinate with Operator the reasonable parking needs of such use so as to minimize the operational expenses related to such before- or after-general-retail-hours use. Such efforts shall include, but not be limited to, posting of signs and providing notice to customers regarding the utilization of a limited parking area in connection with such use.

Notwithstanding the foregoing, City may elect to close or not to fully operate and light Garage K (or portions of Garage K) and portions of Garage U commencing one hour after the later of the general hours of the retail Developer Stores (excluding the cinema and restaurants) and the last to close of any Major's Store, if City determines (i) that Developer's and City's efforts to minimize the parking use of such areas by customers of the cinema and restaurants have been reasonably successful and (ii) such closure or less than full operating and lighting will not expose customers to any unsafe condition or undue risk of injury or attack. Notwithstanding the foregoing, City may also elect to reduce or eliminate parking attendants (provided gates are lifted at unattended booths at exits intended to be utilized by non-Permit parkers) and to lift vehicle entry and exit gates during the early and/or late hours of the above-described minimum hours of Garage operation if City reasonably determines that the revenue which may be collected during such hours will be less than City's parking attendant labor costs during such hours or that the revenue for parking

fees of vehicles remaining in the Garages can be collected by the use of night deposit envelopes; provided, however, that City shall have at least one parking attendant present at the L street exit of Garage K at any time one or more parking attendants are present at any of the other Garage exits.

Section 2.5 Transfer of Operation Duties. If City desires to delegate Operation of one or more Garages to any Person, including, but not limited to a parking management company or contractor, or (except with respect to an Involuntary Transfer) if City intends to Transfer a Garage or the Garages in a manner which will result in City or City's delegatee no longer being the Operator, City shall (i) consider and give substantial weight to the importance of uniform operation of all of the Garages; (ii) transfer or delegate Operation of Garage G or Garage U only if Garage G and Garage U are transferred to the same Transferee or are Operated by the same Operator; (iii) notify Developer of the proposed Transferee, if applicable, and Operator and provide Developer with a statement of the proposed Operator's experience and qualifications respecting its operation of first-class, retail, shopping-center structured parking, and Developer shall have the right to evaluate and make recommendations concerning the proposed Operator within thirty (30) days after receipt of such notice from City; provided, however, Developer's evaluation and recommendations shall in no way be binding against City.

Section 2.6 Operational Default. In the event City fails to Operate the Garages as provided herein, Developer shall notify City in writing of such Default in Operation, specifying the respects in which it considers City's performance to be in Default of this Agreement. If City fails to Cure such Default or to commence and diligently proceed to Cure such Default within fifteen (15) days after such written notice, Developer shall give City a second written notice of such Default. Upon the failure of City to Cure such Default or to commence and diligently

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proceed to Cure such Default within ten (10) days after such second written notice, Developer shall give City a third notice of such Default and shall also notify the City of Sacramento City Manager of the same. Upon the failure of City to Cure such Default or to commence and diligently proceed to Cure such Default within five (5) days after such third written notice, in addition to all other rights and remedies Developer may have, Developer shall have the right, but not the obligation, to render the performance reasonably necessary to Cure the Default. Notwithstanding anything hereinabove contained to the contrary, in the event of any emergency situation which threatens immediate injury to Persons or immediate damage to property, or material interference with access to any Garage or the parking therein, Developer may without the notice required above, but with such notice as is reasonable under the circumstances, Cure any such matter. In both cases Developer shall have the right, upon demand, to reimbursement from City for the reasonable costs and expenses incurred by Developer in effectuating such Cure, and if such demand is not paid within thirty (30) days, Developer may offset the same plus interest at ten percent (10%) per annum from the date of the demand against the Annual Validation Fee or any other sum next due from Developer to City.

In the event City disputes the occurrence of such Default, it shall so notify Developer within fifteen (15) days of City's receipt of the initial notice of Default. If City disputes Developer's second notice of such Default on the basis that such Default has been Cured during the preceding period for Cure, it shall so notify Developer within ten (10) days of City's receipt of the second notice of Default. If Developer has demanded reimbursement for costs incurred in responding to an alleged emergency situation and City disputes the need for such action or the costs incurred by Developer, City shall so notify Developer within fifteen (15) days of Developer's demand for reimbursement. All such disputes shall be resolved by arbitration pursuant to Article 13 of this Agreement.

Section 2.7 Review of Financial Impacts and Permit Equivalent Formula. On the fourth anniversary of the Scheduled Grand Re-Opening Date and every five years thereafter, if City so elects and notifies Developer prior to the applicable anniversary date, City and Developer shall reevaluate the parking program to identify means by which revenues may be increased and/or operational costs reduced in the context of the following constraints:

(a) the contribution of Developer and the Majors shall not exceed the Validation Fee, as adjusted from time to time as set forth in Section 3.4 below;

(b) no direct or indirect increase in the retail Occupants' contributions toward the Validation Fee or Garage revenues through the means of a parking-related tax or assessment not generally applicable to all other retail merchants in the downtown Sacramento area;

(c) proposed changes should not result in diminished retail business, including, but not limited to, reduction in the availability of retail parking to such extent that insufficient parking would exist in the Garages for the retail activity occurring in the Project;

(d) proposed changes should not result in a greater financial burden being imposed on the retail customer; provided, however, in no event shall this constraint limit City's discretion in determining parking rates in accordance with Section 3.1; and

(e) the Garages shall continue to be maintained and operated according to a first-class, regional shopping center structured parking standard.

If, within ninety (90) days after initiating such review and evaluation, Developer and City are unable to reach agreement on modifications to the parking program which satisfy the foregoing constraints, City shall have the right to require Developer to submit Developer's cost proposal (which must be objectively reasonable and made by Developer in good faith on the basis of accurate and complete data), reflecting Developer's actual costs and a reasonable and appropriate administrative charge, for the complete Operation of the Garages. If City so elects, within forty-five (45) days thereafter, City shall have the right to require Developer to Operate the Garages for City as an independent contractor. Developer's cost and expense incurred in connection with such operation shall be reimbursed by City. If City and Developer thereafter reasonably determine that Developer's operational costs exceed the costs the City would incur were it Operating the Garages, City will have the right to take back the Operation of the Garages by forty-five (45) days' prior written notice to Developer; however, in such event City shall not have the right to require Developer to resume Operation of the Garages until the next five (5) year anniversary and evaluation of the parking program. In either event, the Annual Validation Fee shall continue to be payable, City shall remain responsible for its obligations hereunder and City shall receive all revenues generated from Operation of the Garages from any and all sources.

On the fourth anniversary of the Scheduled Grand Re-Opening Date and every five years thereafter, if City has devised a means to measure the percentage of Holiday Inn guests who park within stalls marked for Holiday Inn guests or a means to restrict Holiday Inn guest parking to such stalls, City may propose modifications in the formula used to determine the Permit Equivalents attributable to the Holiday Inn validation program. Provided City has shared with Developer the means by which such

measurement will be made or restriction will be enforced, the Permit Equivalent formula shall be modified to reflect those City-proposed changes reasonably acceptable to Developer.

ARTICLE 3

PARKING FEES AND VALIDATIONS

Section 3.1 Parking Rates. Except during Special Events as to which a flat rate fee has been adopted (see below), Permit holders shall not be charged a parking fee, other than the cost of the Permit. City agrees that at all times the rate schedule relating to the fees charged by City for non-Permit parking in the Garages shall not have the effect of either materially encouraging or discouraging use of the Garages relative to other City-owned or operated or Agency-owned or operated public garages in the vicinity of Downtown Plaza and that City's determination of the non-Permit parking fees to be charged for use of a City- or Agency-owned or -operated public garage will take into account, among other things, the hourly and daily fees charged in competing, privately-operated garages. Accordingly, at all times during the term of this Agreement, the rate schedule relating to the fees charged by City for parking in any of the Garages shall be substantially equivalent to the rate schedule for parking fees in substantially all other City-owned or -operated or Agency-owned or -operated garages in the vicinity of Downtown Plaza and which are reasonably comparable to the Garages (ignoring, for the purpose of such comparison, potentially greater use of the Garages by the customers of retail merchants within Downtown Plaza). Subject to the foregoing and City's ackowledgment contained in Section 1.2 that the primary use of the Garage is intended to be parking for retail customers of Downtown Plaza, City shall have the right to change the rate schedule applicable to the Garages; provided, however, in setting rates for the Garages, will City shall provide each other Party with at least a thirty (30) day prior written notice of any such

intended change in parking rates and, if requested by at least two (2) Parties (other than City) within such thirty (30) day period, City Staff shall meet and confer with such Parties for the purpose of discussing their objections to the proposed rate changes based upon the adverse effect such rate charges will have on retail patronage at Downtown Plaza. City shall reasonably consider alternatives which balance the needs of the Downtown Plaza merchants and City; however, such objections shall not in any way be binding against City.

In lieu of such rate schedule, during special City events ("Special Events") such as the Jazz Festival, Children's Festival and the like, City may utilize a flat-rate parking fee for the Garages payable by all users thereof provided either that at least two other Parties have consented to the same or all of the following are satisfied: (i) such flat-rate fee is a nominal parking charge and, at the times such flat rate fee applies to the Garages, the use of other City-owned or -operated garages within the area bounded by F, P, 11th and Front Streets in Downtown Sacramento is subject to the same fee; (ii) the flat rate parking fee will not apply to the Garages during any portion of the following periods: July 11 to August 1 (Macy's Pre-season sale), and November 1 to January 1, the two weeks prior to Easter Sunday and August 15 to September 7; (iii) there shall be no more than a total of ten (10) days within any calendar year during which a flat rate fee is imposed on the Garages in connection with Special Events, and (iv) should City require increased security services within the Garages during the subject Special Event, City shall reimburse Developer for Developer's actual increased security costs related to the Special Event and incurred by Developer with respect to the sixth (6th) and every subsequent Special Event day of the subject calendar year.

Section 3.2 Validation Program. Subject to Section 3.4, in exchange for payment of the Validation Fee when

due, Developer shall have the right to operate the following validation program. Except during Special Events as to which a flat rate fee is to be charged, validations equivalent to three (3) hours of free parking for retail (other than cinema and restaurants) customers and four (4) hours of free parking for restaurant and cinema customers shall be accepted by Operator in lieu of payment of the fee normally charged for up to the first three (3) hours, or four (4) hours in the case of cinema or restaurant customers, of parking. Every two (2) years following the first day of the first full calendar year after the Grand Re-Opening Date, City and Developer shall determine the average percentage over the preceding two-year period of the validated retail customers (excluding restaurant and cinema customers) who have parked two (2) hours or less. On each such anniversary, if ninety-five percent (95%) or more of the validations for the retail customers (excluding restaurant and cinema customers) have been for two (2) hours or less during the preceding two (2) year period, the validation period for such retail customers shall be reduced to two (2) hours for the following two (2) year period. If less than ninety-five percent (95%) of the validations for the retail customers (excluding restaurant and cinema customers) have been for two (2) hours or less during the preceding two (2) year period, the validation period will remain at three (3) hours or revert back to three (3) hours if previously reduced to two (2) hours. The four (4) hour validation period for restaurant and cinema customers will remain unchanged in either event. There shall be no limit on the number of validations which are available to Developer or which Developer may make available to retail Occupants; however, validations are to be used only by customers of retail Occupants who make a purchase (no minimum required). The validations will be issued to customers through the use of mechanical point-of-sale validation equipment supplied to each retail Occupant by Developer and maintained by Developer. Developer shall adopt and shall use its good faith efforts to enforce against its tenants rules and regulations pertaining to the validation system which are intended to promote

retail sales and customer visits to Downtown Plaza and to prevent unauthorized use or abuse of the validation system by retail Occupants or their employees. Use of validations shall be limited to one (1) per customer per daily visit to Downtown Plaza and strictly limited to customers of retail Occupants who make a purchase. Employees shall be strictly prohibited from utilizing validations obtained from the Store at which such person is employed.

In addition to the above-described validation program, City may sell validations directly to the Majors and may continue in effect its only other validation programs affecting the Garages referred to in Section 1.1 above. Except as referenced in Section 1.1, City shall honor no other validations and shall agree to no other validation program for the Garages.

Section 3.3 Validation Fee. So long as Developer desires to operate the above-described validation program, Developer shall pay to City the monthly Validation Fee. The monthly Validation Fee shall be first due and payable on the fifteenth (15th) day of the first full calendar month after the Scheduled Grand Re-Opening Date and on the fifteenth (15th) day of each calendar month thereafter. City's sole remedy for Developer's breach of its payment obligation under this Section 3.3 and Section 3.4 shall be damages for past due and owing Validation Fees and the right to terminate the above described validation program and to refuse to honor validations issued under the same. Prior to invoking such remedies, City shall provide Developer with thirty (30) days' prior written notice of such breach and opportunity to cure the same.

Section 3.4 Validation Fee Adjustments.

(a) Annual Adjustments. Effective on the first day of January following the first full calendar year after the Scheduled Grand Re-Opening Date, and on January 1 of

every year thereafter, the monthly Validation Fee shall be increased or decreased in accordance with the percentage increase or decrease, if any, in the Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose (1967 = 100), hereinafter referred to as the "Index." For the purposes of this Agreement, "Base Amount" shall mean the monthly Validation Fee applicable during the immediately-preceding, 12-month period; and "Month of Adjustment" shall mean any month in which the Validation Fee is to be adjusted. The procedure for making such adjustments shall be to increase or decrease the Base Amount as of the first day of any Month of Adjustment by the same percentage as the annual percentage change in the Index during the 12 month period ending two months prior to the Month of Adjustment. Should said bureau discontinue publication of the above Index, publish the same less frequently or alter the same in any manner, then Developer shall adopt a substitute procedure which reasonably reflects and monitors consumer prices and/or shall substitute any official index published by the Bureau of Labor Statistics or by such successor similar governmental agency as may then be in existence and shall be most nearly equivalent thereto..

(b) Contributions of Macy and Weinstock's. Macy and Weinstock's are contributing to Developer $6,860.75 and $6,684.17 monthly, respectively, towards the monthly Validation Fee, and such contributions are to increase or decrease in accordance with the Index and in the same manner and at the same time as described in Section 3.4(a); provided, however, that for the first annual adjustment the Base Amount for such purposes shall be the amount set forth above, and for subsequent adjustments the Base Amount shall be the subject Major's monthly contribution applicable during the immediately-preceding 12-month period. If a Major has the right pursuant to a written agreement with Developer not

to contribute to the Validation Fee, provided Developer agrees for the benefit of City not to provide such Major with validations, Developer shall have the right to reduce the Validation Fee by the amount such Major would be required to contribute had such Major not elected to discontinue its participation in the validation program. Any Major no longer participating in the above-described validation program shall have the right to purchase validation stamps directly from City.

(c) Future Major's Contribution. In the event the Future Major is added as a Party to this Agreement in accordance with Section 15.1, (i) if the Future Store is equal to or less than 81,000 square feet of Floor Area, the Validation Fee shall remain unchanged and the Future Major's monthly contribution to the Validation Fee shall be $3,474.75 (as increased or decreased for each prior annual adjustment pursuant to Section 3.4(a)); or (ii) if the Future Store is greater than 81,000 square feet of Floor Area, the Future Major's monthly contribution to the Validation Fee shall be the sum of the contribution under Clause (i) above plus $.0425 (as increased or decreased for each prior annual adjustment pursuant to Section 3.4(a)) for each square foot of Floor Area in excess of 81,000 square feet of Floor Area, and the Validation Fee shall be increased by the same incremental amount. The Future Major's monthly contribution to the Validation Fee is subject to annual increases or decreases in the same manner as the adjustment to the Validation Fee described in Section 3.4(a). If the Future Major has the right pursuant to a written agreement with Developer not to contribute to the Validation Fee, provided Developer agrees for the benefit of City not to provide such Major with validations, Developer shall have the right to reduce the Validation Fee by the amount such Future Major otherwise would have contributed.

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(d) Additional Developer Retail Stores. If, as of the Scheduled Grand Re-Opening Date, the Additional Developer Retail Stores have been added in accordance with Section 15.1, and the total Floor Area of the same is less than 33,358 square feet, the monthly Validation Fee shall be decreased by the difference between $3,474.75 and the product of $1.25/12 x Floor Area of the Additional Developer Retail Stores. If, as of the Scheduled Grand Re-Opening Date, the Additional Developer Stores have been added in accordance with Section 15.1, and the total Floor Area of the same exceeds 33,358 square feet, the Validation Fee shall be increased by $1.25/12 for each square foot of Floor Area in excess of 33,358 square feet. If the Additional Developer Retail Stores are replaced with the Future Store pursuant to Section 15.1, the Validation Fee shall be decreased by the portion of the Validation Fee then attributable to the Floor Area of the Additional Developer Retail Stores (i.e., $1.25/12 x Floor Area of Additional Developer Retail Stores, as increased or decreased to reflect the prior adjustments made pursuant to Section 3.4(a) above). If the Additional Developer Retail Stores are added after the Scheduled Grand Re-Opening Date, the Validation Fee shall be increased by the product of $1.25/12 x the total Floor Area of such Stores, which amount shall be increased or decreased to reflect the prior annual adjustments made pursuant to Section 3.4(a).

(e) No Floor Area in the Former I. Magnin Area. If, as of the Scheduled Grand Re-Opening Date, there is no Floor Area in the former I. Magnin area, the Validation Fee shall be reduced by $3,474.75.

(f) Restoration Following Casualty. In the event of Damage to the Garages resulting in the loss of parking, until such Damage is restored, the Validation Fee shall be reduced in proportion to the percentage of the parking spaces rendered unusable as a result of the Damage. If a Major's

Store will not be restored following an event of Damage, such Major may elect not to contribute to the Validation Fee and the Validation Fee shall be reduced as set forth in Sections 3.4(b) and (c). In addition, if less than all of the Floor Area of the retail Developer Stores are to be restored, the Validation Fee shall be reduced by the product of Floor Area of the retail Developer Stores not being restored x $.104 x 1.05 x the number of prior annual adjustments pursuant to Section 3.2(a).

Section 3.5 Vehicle Traffic and Occupancy Reports. If and to the extent the parking control and revenue equipment installed in the Garages pursuant to the Public Improvement Development Agreement dated November 26, 1991, by and between Agency and Developer can generate such information or the data such equipment can generate can be processed to provide such information, within ten (10) days following each calendar month the validation program is in place, City shall provide Developer with a report (a "Vehicle Traffic and Garage Occupancy Report") containing the following information along with any other available information Developer may reasonably request and which is available to City, with respect to the immediately prior calendar month broken down by Garage, entrances and exits (as to (a), (c), (d) and (e) only), different times of day, hours of the day and days of the week:

(a) the number of vehicle entries separate from the number of vehicle exits;

(b) the utilization of parking spaces expressed as a percentage of total parking spaces and utilization of Permits expressed as a percentage of Permits sold;

(c) the number and dollar amount of all cash and validation transactions;

(d) the average length of stays for validated parkers separate from cash-paying parkers;

(e) the average length of stay for restaurant- and cinema-validated parkers separate from other validated customers;

(f) the percentage of validated parkers (other than restaurant- and cinema-validated parkers) which have parked for two (2) hours or less;

(g) the Car Counts and Average Utilization figures which form the basis for calculating the Permit Equivalents related to the Holiday Inn validation program; and

(h) rates charged in the Garages for Special Events, number of parkers at Special Events and total parking revenue of the Garages in connection with Special Events.

In addition, whether or not the parking control and revenue equipment is capable of generating such information, each Vehicle Traffic and Garage Occupancy Report shall also state for the prior calendar month, the number and dollar volume of Permits and a listing of individual Permit users and the buildings they occupy.

ARTICLE 4

SECURITY

Section 4.1 Effectiveness of Article 4. The terms of this Article 4 shall become effective as of the Scheduled Grand Re-Opening Date.

Section 4.2 Security Services. During the minimum hours of operation described in Section 2.4, security services

for the Garages (hereinafter referred to as "Garage Security") shall be provided by City on a shared-cost basis with Developer at a standard determined by City from time to time consistent with City's obligation to Operate the Garages in a first-class manner as more particularly specified in Section 2.2. Initially, City requires security personnel in the numbers, during the hours, in the locations and performing security services as described in Exhibit F attached hereto.

The retail hours security services shall be provided during the minimum hours of operation described in Section 2.4; provided, however, if the cinema or restaurants close later than the general hours of the other retail Developer Stores or one or more of the Majors' Stores, the retail hours security services shall include security for one (1) hour after the close of the later of the cinema or the restaurants; however, such security shall only be as to Garage G, Garage U (or the portion thereof which Developer and City agree to devote to after-hours use by cinema and restaurant customers) and those portions (or the entirety) of Garage K which City has kept fully lighted until one (1) hour after the later to close of the cinema or the restaurants.

Although City is responsible for providing Garage security or causing Garage security to be provided, Developer agrees that at all times Developer will be financially responsible for the portion of such security provided during the retail hours whether or not City retains Developer to provide the Garage security services as set forth below, and City agrees that, as between City and Developer, City shall be financially responsible for the

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portion of such security provided during the nonretail hours.

City hereby retains Developer to provide all Garage security services as an independent contractor of City, and Developer agrees to provide such services as an independent contractor of City. So long as Developer is providing such security services, City shall be obligated to reimburse Developer for Developer's actual costs of providing the security services required by City during the nonretail hours. At any time within the first six months after the Grand Re-Opening Date and annually thereafter, City shall have the right to submit the Garage security to public bidding provided (i) Developer is notified of the same, (ii) Developer is allowed to participate as a bidder, (iii) the security services to be bid upon satisfy the operational standards established in this Agreement, (iv) all of the Garage security services are to be bid upon as a whole, and (v) City's contract form is made available to bidders as a part of the bid package. Such contract shall contain provisions for termination by City (x) for cause; and (y) without cause upon sixty (60) days' prior notice . Developer shall have the right to continue providing the Garage security services for City if Developer is the lowest responsible bidder. If Developer is not the lowest responsible bidder, City shall retain the lowest responsible bidder to provide all of the Garage security services and City's retention of Developer shall be deemed terminated upon the effective date of City's contract with the such bidder. Thereafter, until Developer again provides the Garage security services as an independent contractor of City, Developer shall reimburse City for City's actual cost of the retail hours security services computed on the basis of the lowest responsible bid. Upon the sooner of the expiration or termination of City's contract with a Person other than Developer to perform the Garage security services, City shall again submit the Garage security services to public bidding in which Developer is allowed to participate.

If the Garage security services are being provided by a Person other than Developer or the property management company retained by Developer or by a contractor of Developer or such property management company, Developer shall have the right to notify City of any failure of such Person to fully comply with City's Garage security requirements or the terms of such Person's contract with City as well as any other deficiency in such Person's performance of the Garage security. City shall use its good faith efforts to cause the Person supplying the security services to remedy any of such Person's breaches of which Developer has notified City and which have been verified to City's reasonable satisfaction. If Developer verifies to City's reasonable satisfaction two (2) distinct material breaches by such Person of its contract with City within any six (6) month period, City shall undertake exercise of its rights and remedies under the cure and/or default provisions of such contract, or in its discretion may take such substitute action as it determines appropriate, including, but not limited to, remediation of the breach or breaches in question.

City shall satisfy its reimbursement obligation to Developer, and Developer shall satisfy its reimbursement obligation to City, whichever is then applicable, by paying for its portion of the security services provided in the prior calendar month by the tenth (10th) day of each calendar month, subject only to such reasonable evidence and information as may be necessary to support the reimbursement amount which is being requested.

During those times when Developer is retained by City to provide Garage security services, Developer may provide such security services with Developer's own staff or with the staff of the property management company retained by Developer for the management of Downtown Plaza or by contracting or subcontracting for the same with an independent security services contractor.

During those times when Developer is providing the Garage security services pursuant to the foregoing provisions of this Section 1.2, commensurate with such an independent contractor relationship, except for costs, losses, expenses, actions, claims and liabilities arising from Developer's negligence in its performance of such security services, City shall Indemnify, defend and hold Developer and its partners, agents, officers, and employees harmless from and against all costs, losses, expenses, actions, claims and liabilities arising from any occurrence in the Garages. Developer agrees to Indemnify, defend and hold City and its agents and employees harmless from and against any and all costs, losses, expenses, actions, claims and liabilities, to the extent the same arise from an occurrence in the Garages caused by Developer's negligence in its performance of such security services. In addition, except for costs, losses, expenses, actions, claims and liabilities arising from City's acts or omissions, Developer shall Indemnify, defend and hold City harmless from and against all costs, losses, expenses, actions, claims and liabilities arising from any occurrence on or within the Developer Improvements.

Section 4.3 Parking Enforcement. From 7:00 a.m. to 9:30 a.m., City shall provide parking enforcement for those portions of the Garages which are posted with signs prohibiting parking during such hours. Such enforcement shall be provided on an "as needed" basis in order to issue parking citations to violators of the parking prohibitions in effect from the hours of 7:00 a.m. to 9:30 a.m., Monday through Friday. The restricted parking spaces shall be monitored on a regular basis for violators by City Garage personnel who shall notify City Parking Enforcement personnel. City Parking Enforcement personnel shall respond by enforcing the subject parking restriction. In addition, contingent upon overall enforcement priorities in the Central Business District of the City, City Parking Enforcement personnel will make routine passes through Garages G and K for the purpose

of monitoring compliance with posted parking restrictions.

ARTICLE 5

ALTERATIONS

Subject to Sections 1.4 and 1.5, with the written consent of Developer, City shall have the right during the term of this Agreement, at its sole expense, to do any of the following so long as the utility, use and appearance of the Garages as parking facilities are not unreasonably interfered with and there is no net loss of parking spaces: (i) make any addition to or improvements to the Garages (other than to stairways, elevators and escalators), (ii) attach fixtures and signage or equipment to structures within the Garages or (iii) place any personal property within the Garages. City shall retain the authority to make any reasonable additions or improvements to the Garages at City's sole cost and expense provided City has provided Developer with reasonable advance notice of the same and such additions or improvements are required for public health, safety or welfare reasons. Under such circumstances, the use and appearance of the Garages may be made subordinate to the public health, safety or welfare.

ARTICLE 6

RULES AND REGULATIONS

Operator shall establish and enforce general policies, rules and regulations for the repair, management, maintenance, operation and use of the Garages (the "Rules and Regulations") which shall be consistent with the provisions of this Agreement. The initial Rules and Regulations of City are attached hereto as Exhibit E. City covenants that it will permit the Garages to be used only in accordance with the Rules and Regulations, and Developer and the Majors covenant to observe and comply with the

Rules and Regulations. The Rules and Regulations shall not be applied or enforced in any manner which discriminates against Permittees of Downtown Plaza. The Rules and Regulations shall be subject to change from time to time by City provided such change has been consented to by Developer and at least two (2) other Parties and such change does not discriminate against the nonconsenting Party.

ARTICLE 7

TRANSIT PROGRAM

Developer shall pursue in a cooperative manner a partnership with the Sacramento Regional Transit District ("Regional Transit") committed to promoting and facilitating the use of transit for shopping trips to Downtown Plaza. A program supported by Regional Transit and Developer focussed on promoting transit use through marketing transit availability and convenience and creating a transit validation program will be the main emphasis of such cooperative effort. An onsite transportation coordinator will be maintained onsite by Developer. Such transportation coordinator may also be responsible for Downtown Plaza's compliance with City's Transportation System Management requirements. The responsibilities of the transportation coordinator will include but not be limited to:

(a) developing a marketing strategy to promote transit use;

(b) developing, implementing and monitoring a transit validation program;

(c) educating merchants on the transit validation program; and

(d) performing a survey every two years to gather information on modes of travel of shopping center patrons. At a minimum, the survey will include method of travel (including use of a shuttle or other modes of transit), trip origin and final destination. The survey results shall be submitted in the form of a monitoring report to City and the Majors every two years.

ARTICLE 8

INDEMNIFICATION AND PUBLIC LIABILITY INSURANCE

Section 8.1 Indemnity. Subject to City's indemnity of Developer and Developer's Indemnity of City contained in Section 4.2, City, when acting as Operator of the Garages, or any other Person while acting as Operator of the Garages, and Developer, when it is exercising its right to Cure under Section 2.6 ("Indemnitor"), covenants to Indemnify all other Parties with regard to Indemnitor's Operation of the City Tract.

Section 8.2 Operator's Public Liability Insurance. Throughout the term of this Agreement and at it sole cost, Operator shall maintain, or cause to be maintained, in full force and effect, with a financially responsible insurance company or companies as demonstrated by a Best's Insurance rating of at least A-VII, commercial general liability, property damage, worker's compensation (as required by law) and automobile liability insurance, covering claims arising from occurrences, accidents and/or incidents within or on the City Tract that (a) occur during the term of this Agreement (regardless of when the claim is filed but subject to statutory time limits), and (b) result in bodily injury, personal injury or death to any Person and/or damage or destruction of property. Said insurance shall have a combined single limit of liability per occurrence of no less than Five Million Dollars ($5,000,000) (only $2,000,000 of which need be primary and the balance of which may be provided

by umbrella or secondary policies), or such other prudent amount as Developer and Operator may jointly agree upon from time to time. By endorsements, such insurance policy shall provide coverage for liability arising from the premises, its operations, personal injury, completed operations, broad-form property damage liability, and contractual liability extending to the Indemnity given in Section 8.1.

Section 8.3 Blanket Insurance and Self-Insurance. Operator may provide the insurance described in Section 8.2 in whole or in part through a policy or policies covering other liabilities and locations of Operator (or, in the case of City only, a department or agency of City) and may satisfy the insurance requirements referred to in Section 8.2 in whole or in part through any plan of self-insurance maintained from time to time by such Person; provided such Person complies with the requirements of this Section 8.3. City may so self-insure provided City has notified each other Party of City's election to self-insure and such notice is accompanied by a copy of City's self-insurance plan and a copy of City's actuarial report in which an actuary estimates the reserve levels necessary to cover all outstanding and incurred but not reported claims through the end of City's fiscal year and the reserve levels for the subsequent fiscal year. Notwithstanding such report, the City Council will determine the actual funding level for reserves during the City's annual budget process. At the time of this Agreement, City self-insures automobile and general liability risks up to the first $2,000,000, and obtains third party insurance for the layer over $2,000,000 up to $20,000,000 and, concurrent with its execution of this Agreement, City has provided the other Parties with the self-insurance information required above relating to City's self-insurance of automobile and general liability risks. Any other Operator who elects to self-insure shall do the following:

(a) notify all other Parties;

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(b) have and maintain (together with its guarantor, if any) net worth of at least Two Hundred Million Dollars ($200,000,000) and net current assets of at least One Hundred Fifty Million Dollars ($150,000,000);

(c) limit the amount of its annual, aggregate self-insurance retention for all its exposures (including those arising from public liability, direct physical property damage and all activities and operations of the self-insuring Party wherever conducted, but excluding self-insurance retention for losses due to earthquake) to no more than ten percent (10%) of its net current assets;

(d) maintain excess insurance above its maximum permitted annual aggregate self-insurance retention; and

(e) furnish to any other Party requesting the same evidence of such net worth and net current assets.

The most recently published annual report of any such Person (or its guarantor) that is audited by an independent certified public accountant shall be sufficient evidence of a Person's net worth and net current assets. If Operator is qualified to and elects to self-insure pursuant to the provisions of this Section 8.3 and thereafter elects not to self-insure, it shall give at least thirty (30) days' prior notice to each of the Parties.

Section 8.4 General. All references to dollars in this Article 8 shall be measured in constant 1991 dollars. Any Operator not electing to self-insure shall provide insurance as specified in this Article 8 in accordance with the following standards. Upon request, the Operator obtaining such insurance (the "Named Insured") shall furnish to the other Parties evidence that the required insurance is in full force and effect, that the premiums therefor have been paid and that the insurance is of either a "claims made" or "occurrence" type. All insurers shall

be financially responsible, as evidenced by a Best's Insurance rating of A, VII or better. All insurance policies (including endorsements under any blanket policy) shall (a) name all Parties (and related affiliates, if so requested), other than the Named Insured, as additional insureds thereunder (as to Developer, the additional insureds shall be Developer, Ernest W. Hahn, Inc., Hahn Property Management Corporation and DPA-H, Inc.), (b) specify that the coverage afforded any such additional insured is primary to the extent such additional insured is entitled to Indemnity under this Article 8, (c) have a cross-liability endorsement, (d) provide that such insurance may not be cancelled or amended without at least thirty (30) days' prior written notice from the insurer to all insureds and (e) provide that the breach of the policy's conditions by one insured shall not be a basis for denying coverage to the other insureds.

ARTICLE 9

PROPERTY INSURANCE

Section 9.1 All Risk Insurance. Effective from the date hereof and throughout the term of this Agreement, City covenants that it shall carry or cause to be carried "All Risk" physical damage insurance on at least a full replacement cost basis (without deduction for depreciation and with a deductible of no more than $250,000, except in the case of earthquake, in which case the deductible shall not exceed 5% of replacement cost) for the Garages (exclusive of excavation, foundations and footings), insuring against "all risks" of physical loss or damage, including debris removal but excluding loss or damage by war or nuclear incidents, and specifically insuring against at least the following perils: loss or damage by fire, windstorm, cyclone, tornado, hail, explosion, earthquake, riot, riot attending a strike, civil commotion, malicious mischief, vandalism, aircraft, vehicle and smoke damage, flood, collapse, sprinkler leakage and water damage by other than sprinkler

leakage or flood. City agrees that such policies shall contain a provision that the same may not be cancelled or amended without at least thirty (30) days' prior written notice from the insurer to the other Parties.

Section 9.2 Blanket Insurance and Self-Insurance. City may provide the insurance described in Section 9.1 in whole or in part through a policy or policies covering other liabilities and locations of City or its departments or agencies; provided, however, that such policy shall (a) allocate to the properties required to be insured by this Article 9 the full amount of insurance required hereunder and (b) contain, permit or otherwise unconditionally authorize the waiver granted in Section 9.3.

Notwithstanding anything to the contrary contained in this Article 9, City may satisfy, in whole or in part, its insurance obligations under this Section 9.1 with a plan of self-insurance maintained from time to time by City on the same terms and conditions as required for City to self-insure pursuant to Section 8.3.

Section 9.3 Mutual Release; Waiver of Subrogation. City hereby releases and waives for itself, and to the extent legally possible for it to do so, on behalf of its insurer, each of the other Parties and their officers, directors, agents, partners, servants and employees from liability for any loss or damage to the Garages (including any resulting loss of rents or profits), which loss or damage is of the type City is required to insure against by this Article 9, irrespective of any negligence on the part of the released Party which may have contributed to or caused such loss or damage. City covenants that it will, if generally available in the insurance industry, obtain for the benefit of each such released Party a waiver of any right of subrogation which the insurer (if any) of City may acquire with respect to City's rights by virtue of the payment of any such loss covered by such insurance.

In the event City is not self-insuring and is by law, statute or governmental regulation unable to obtain a waiver of the right of subrogation for the benefit of each other Party, then, during any period of time when such waiver is unobtainable, City shall not have been deemed to have released any subrogated claim of its insurance carrier against the other Parties.

Section 9.4 Certificate of Insurance. City shall, at the request of another Party, promptly furnish the requesting Party a certificate from its insurer or its plan of self-insurance and latest actuarial valuation of reserves evidencing City's compliance with the insurance coverage or self-insurance requirements of this Article 9. During any given one hundred eighty (180) day period, City shall not be required to honor more than one (1) such request from another Party, except as to replacement or renewal policies.

Section 9.5 Application of Proceeds. In every case of Damage to the Garages, City shall use any insurance proceeds with respect to the same to restore, repair or rebuild the Garages with all reasonable diligence to the extent required by Section 10.2, or, if not so required, to clear, improve and maintain the same, as required by Section 10.2.

ARTICLE 10

RESTORATION

Section 10.1 Restoration of Improvements. If Damage affecting one or more of the Developer Improvements, the Weinstock's Store or the Macy Store occurs at any time during the term of this Agreement and the restoration thereof is not required by the terms of the COMA, within ninety (90) days after the occurrence of such Damage, Developer, Weinstock's or Macy, as applicable, shall notify City whether or not it elects to restore the Damaged Developer Improvements, Weinstock's Store or Macy

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Store, as applicable. A Party's election to restore shall be binding on that Party and enforceable by the other Parties except to the extent such other Party, in the case of City, has failed to commence and then complete restoration of the Garages as required by Section 10.2, and, in the case of the other Parties, such other Party has failed to abide by either its election to restore its Damaged improvements or any obligation it may have under the COMA to restore the same. If a Party has elected or is obligated to restore, such Party shall proceed diligently, at its sole cost, to restore its Damaged improvements; provided, however, to the extent such restoration cannot occur until Damage to the underlying Garage(s) is restored, restoration of the overlying improvements shall commence as soon as possible following restoration of the Damage to the underlying Garage. If not required by the terms of the COMA to restore their Damaged improvements, should Developer, Weinstock's or Macy elect not to restore their Damaged improvements, such Party shall remove their Damaged improvements in accordance with the terms of the COMA.

Section 10.2 Restoration of Garages. Except as provided in this Section 10.2, at all times during the term of this Agreement, in the event of any Damage to the Garages, City shall diligently restore the same at its sole cost and expense. Notwithstanding anything contained in this Agreement to the contrary, City shall be relieved of its restoration duty to the extent that:

(1) the Damage does not affect a Garage or portion thereof which provides or would provide structural support to the Developer Improvements, Macy Store or Weinstock's Store provided such overlying improvements (i) remain in operable condition following the Damage or (ii) Developer, Macy or Weinstock's, as applicable, have notified City that such Party elects to rebuild, restore and/or continue using its improvements (but for no minimum amount of time);

(2) the failure to restore the Damaged portion of the Garage(s) does not materially and adversely affect the intended use of the un-Damaged portion of the Garages; and

(3) the failure to restore the Damaged portion of the Garage(s) does not adversely affect the existing traffic circulation patterns or reduce the number of parking stalls available for use in the Garages to less than 4.15 stalls for every 1,000 square feet of retail use Floor Area within or being restored within Downtown Plaza.

In the event City is obligated to restore less than all of each Garage and elects not to fully restore all of the Garages, without in any way implying any greater or lesser restoration obligation than that set forth in this Section 10.2 above, (i) if only Macy is restoring its Store (or if no Damage to such Store has occurred but Damage to other Stores has occurred and is not being restored), City shall give preference to the restoration of all or a portion of Garages G and/or U over restoration of all or a portion of Garage K; (ii) if only Weinstock's is restoring its Store (or if no Damage to such Store has occurred but Damage to other Stores has occurred and is not being restored), City shall give preference to the restoration of all or a portion of Garage K over restoration of all or a portion of Garages G and/or U; and (iii) if only Developer is restoring its Stores (or if no Damage to such Store has occurred but Damage to other Stores has occurred and is not being restored), City shall give preference to the restoration of all or a portion of Garages K and/or U over restoration of all or a portion of Garage G.

If City is not obligated hereunder and elects not to restore the Garages or any portion thereof, then, at its sole cost, City shall (i) raze the Garage improvements that have been Damaged; (ii) clear its Tract of debris and fill the same to surface level; (iii) level, clear and improve with minimal

landscaping and hardscaping compatible with the balance of Downtown Plaza all ground areas not restored for use as Garages; and (iv) maintain the same in a safe and sightly condition until such time as City may elect to rebuild a Garage thereon.

Section 10.3 Standards of Construction. A Party performing any restoration, repair, rebuilding, maintenance, alterations, additions or improvements pursuant to this Agreement (hereafter in this Section 10.3 collectively called "work") shall strictly comply with such of the following requirements as are applicable:

(a) No work shall be commenced unless the Party desiring to perform the same has in each instance complied with the appropriate provisions of this Agreement, the CEA and the COMA, if (and to the extent) applicable to such Party.

(b) All work shall be performed in a manner so as to maintain access to Stores which remain open and operating and to minimize disruption of any business being conducted within such Stores.

(c) All work shall be performed in a good and workmanlike manner, strictly conforming to and complying with:

(1) The plans and specifications for the common or integrated elements of overlying Downtown Plaza improvements and underlying Garage improvements approved by Parties whose improvements overlie or underlie the improvements to be restored, which plans shall include all proposed barricades and staging areas. Developer's and Weinstock's right of approval over City's plans and specifications shall expressly include the structural design and loading-bearing capacity of the improvements to be constructed or rebuilt within Lot K (and Lot U, in the case of

Developer's approval) so as to assure that the improvements within Lot K and Lot U can be functionally and structurally integrated with and provide support to planned and potential future Developer Improvements and the Weinstock's Store;

(2) The requirements of all applicable laws, codes, regulations, rules and underwriters (subject to the right of any Party to contest the validity or application thereof at its sole cost and expense); and

(3) All reasonable or customary safety precautions.

(d) All such work shall be commenced with due diligence following the Damage (except in the case where such restoration must await the restoration of underlying Garage improvements, in which case such restoration work shall be commenced with due diligence after the completion of such Garage improvements) and shall be completed (at the sole cost, except as herein provided to the contrary, of the Party performing the same) with due diligence but no later than eighteen (18) months after the other Parties' elections regarding restoration and the removal of those overlying improvements which have been damaged or destroyed, if such removal is necessary in order to allow City to commence its restoration work, in the case of City, or, fourteen (14) months after the restoration of the Garages, to the extent required under this Article 10, in the case of the other Parties.

Section 10.4 Licenses for Restoration. City is hereby granted by each other Party a temporary license to use, as necessary, those portions of the other Party's Tract, and the other Parties are hereby granted by City a temporary license to use, as necessary, those portions of City's Tract, to maintain, repair, alter, improve, restore and/or raze the whole or any part

of the Garages (in the case of City and in the case of Developer in connection with the exercise of its rights under Section 10.6) or the Developer Improvements (in the case of Developer) or the Macy Store (in the case of Macy) or the Weinstock's Store (in the case of Weinstock's), as this Agreement permits or requires (such activities are collectively referred to in this Section 10.4 as "construction").

With respect to all purposes for which such license is exercised, the licensee Party shall submit, within a reasonable time prior to commencement of such activity, to the licensor Party for its approval, the following: a plot plan of the Project Site on which such Party shall delineate those portions of the other Party's Tract upon which such Party reasonably intends to exercise the license; specification of the nature and extent of the activity; and a time schedule therefor. The licensor Party shall, within ten (10) days thereafter, notify such requesting Party whether it approves or disapproves of the proposed location, timing and use. At all times during any Party's use of a portion of the other Party's Tract, as aforesaid, such Party shall comply with the other applicable requirements of this Section 10.4 and, except in the case of Developer's entry onto the City Tract to restore the Garages pursuant to Section 10.6, upon cessation of such use, shall promptly restore the portions of the other Party's Tract so used to the same condition in which they existed prior to the time of commencement of such use, including the clearing of such area of all loose dirt, debris, equipment and construction materials attributable to the activities of the licensor Party. Such Party shall also restore, at its sole cost and expense, any portions of the Project Site which may have been damaged by such construction promptly upon the occurrence of such damage and shall at all times during the period of any such construction keep all portions of the Project Site, except the portions upon which said construction is being performed and the portions of the other Party's Tract being utilized by such Party pursuant to this Section 10.4, free from and unobstructed by any loose dirt,

debris, equipment or construction materials related to such construction.

Section 10.5 Liability of Involuntary Transferee. Notwithstanding anything in this Article 10 to the contrary, the provisions of Sections 10.1 and 10.2 shall apply to an Involuntary Transferee or purchaser of a Tract following an Involuntary Transfer only in the following instances:

(a) Damage Before and After Involuntary Transfer. Where an Involuntary Transferee or purchaser at foreclosure acquires title to a Tract in or immediately after an Involuntary Transfer, such Involuntary Transferee or purchaser shall be liable to restore the improvements on such Tract Damaged prior to such Involuntary Transfer only to the extent that (i) the Involuntary Transferor would have been obligated for such restoration and (ii) insurance proceeds are available for such restoration. If such Damage occurs after such Involuntary Transfer, the Involuntary Transferee or foreclosure purchaser shall restore such improvements in accordance with Sections 10.1 or 10.2, as applicable.

(b) Razing of Improvements. If an Involuntary Transferee or purchaser at a foreclosure sale, which has acquired title in the manner set forth in subsection (a) above is not required pursuant thereto to restore, repair or rebuild any building that has been damaged or destroyed and elects not to do so, then such Involuntary Transferee or foreclosure purchaser shall raze such building or such part thereof that has been so damaged or destroyed, clear the Tract of all debris, and improve the same at its sole cost as required by Sections 10.1 or 10.2, whichever is applicable.

Section 10.6 Restoration of Garages by Developer. If City shall fail to commence the work of restoration required by Section 10.2 within a reasonable period of time (not to exceed ninety (90) days) after another Party's election to restore

pursuant to Section 10.1, Developer (if Developer has elected to restore, and, if not, Weinstock's, if it has elected to restore, and, if neither Developer nor Weinstock's has elected to restore, Macy's, if it has elected to restore) shall have the right, after notice, to perform such work, and City shall, no more frequently than monthly, upon demand and receipt of reasonably satisfactory and customary evidence of the performing Party's lien-free expenditures in connection with such work, reimburse the performing Party for all costs of restoring the Garages to the extent such restoration is required by Section 10.2. In such event, the performing Party's license, as applicable, under Section 10.4 shall include a license to enter the City Tract for the purpose of performing such work.

Section 10.7 Mechanics' Liens. If any mechanic's lien is filed against the Tract of any Party (referred to in this Section 10.7 as the "liened Party"), the Party who ordered or contracted for the work or materials on account of which the lien was filed (referred to in this Section 10.7 as the "contracting Party") hereby covenants to pay the same and have it promptly discharged of record, or to take such action as may be required reasonably and legally to object to such lien or to have the lien removed from such Tract and, in all events, to have such lien discharged prior to its foreclosure. Upon request of the liened Party, the contracting Party covenants to Indemnify the liened Party and the title insurer of the liened Party's Tract from such lien and furnish a bond or other security as may be required by law to remove, release and discharge such lien of record or to permit the title insurer to issue an endorsement insuring against the effect of the lien.

ARTICLE 11

CONDEMNATION

Section 11.1 Complete Taking; Waiver. If the whole of the Garages, or so much thereof as to render the remainder

unusable for parking purposes, or, in the reasonable judgement of Developer, so much thereof as to render Downtown Plaza operationally unfeasible, shall be taken under the power of eminent domain or condemnation or sold to any county, state or federal governmental agency threatening to exercise the power of eminent domain or condemnation (collectively referred to herein as a "taking"), then this Agreement shall terminate. Any right, power or authority City may have to take all or any portion of any Party's interests under this Agreement or in the Garages is hereby waived.

Section 11.2 Partial Taking. If less than the whole of the Garages shall be taken and the remainder is usable for parking purposes and, in the reasonable judgement of Developer, the taking does not render Downtown Plaza operationally unfeasible, to the extent necessary to render the remaining portion useable and functional independent from the taken portion, City shall restore or rebuild the remaining portion of the Garages in accordance with Section 10.3 with the benefit of the license granted under Section 10.4.

Section 11.3 Award. Any award made with respect to City's interests in the Garages shall be paid to City and applied to the restoration of the Garages to the extent such restoration is required by Section 11.2, and no other Party shall have any interest in or thereto; provided, however, that nothing herein shall prevent the other Parties and those Persons claiming under or through Developer, Weinstock's or Macy from separately claiming any damages against the condemning authority which may be lawfully claimed by City, Developer, Weinstock's or Macy or such Persons by reason of the taking of the Garages, including, without limitation, their interests under this Agreement.

ARTICLE 12

TERMINATION OF AGREEMENT

Except as to any provisions of this Agreement which by their terms shall or may survive the termination of this Agreement, this Agreement shall terminate on the sooner to occur of January 1, 2054 or sixty (60) years after the date the COMA is recorded in the Official Records, unless sooner terminated under the provisions of Article 11.

ARTICLE 13

ARBITRATION

Section 13.1 Disputes Covered. Except where a Party may grant or withhold its consent or approval under the express provisions of this Agreement in its sole discretion, any dispute between the Parties involving approvals under this Agreement, including those arising from lack of approval or disagreements over interpretation of the indemnities under Article 4 or the application of such provisions, and any other disputes involving provisions of this Agreement specifically made subject to arbitration shall be resolved by arbitration conducted in the manner described in this Article 13; provided, however, that any Party may seek prohibitory injunctive relief without first submitting the controversy to arbitration.

Section 13.2 Arbitration Procedures. If all of the Parties who are required to agree on an arbitrable dispute (hereinafter called "Concerned Parties") cannot reach an agreement within fifteen (15) days after notice of such dispute from any Concerned Party to all other Concerned Parties, then at any time after the end of said fifteen (15) day period or, in the event of a dispute of the type described in the last paragraph of Section 2.6, any Concerned Party may demand arbitration of the

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dispute by notice to all other Concerned Parties. All Concerned Parties agree to cooperate in obtaining such arbitration.

Within ten (10) days of service of the arbitration demand, each Concerned Party shall appoint one (1) Person, as hereinafter provided, to serve as an arbitrator. If the number of arbitrators so appointed shall be an even number, the arbitrators so appointed by the Concerned Parties shall, within ten (10) days following the aforesaid ten (10) day period, appoint one (1) additional arbitrator so that the total number of arbitrators shall be an odd number. The appointment of all arbitrators under this Section 13.2 shall be in writing and shall be served on all Concerned Parties. An arbitrator shall not be regularly employed by any Concerned Party, directly, indirectly or as an agent, except in connection with the arbitration proceeding, nor shall the arbitrator have any attorney-client relationship with any Concerned Party. Any Person appointed as an arbitrator shall be knowledgeable and experienced in the matters sought to be arbitrated. For example, if the arbitrable dispute deals with operational, construction, architectural or contract interpretation/indemnity issues, the arbitrator so appointed shall be experienced and knowledgeable, with respect to the first issue, as to the operation of validated parking in a first-class, regional shopping center served by structured parking, with respect to the second issue, as to regional shopping center construction practices, with respect to the third issue, as an architect of regional shopping centers and, with respect to the fourth issue, as an attorney with experience litigating, mediating or adjudicating the type of legal issue which is in dispute.

The arbitrators shall meet, consider evidence and argument and otherwise confer as they deem necessary to resolve the dispute. The arbitrators shall adopt as their award the decision of a majority of the arbitrators. The decision of the majority of the arbitrators shall be final and binding, may be

confirmed and entered by any court of competent jurisdiction at the request of any Concerned Party and may not be appealed to any court of competent jurisdiction or otherwise, except upon a claim of fraud or on the basis of a mistake as to the applicable law. The arbitrators shall retain jurisdiction over any dispute until the award of the majority of the arbitrators has been implemented, and judgment on any such award may be entered in any court having appropriate jurisdiction and may be enforced. Except for disputes relating to the indemnities under Article 4, discovery shall not be permitted. In the case of disputes relating to the indemnities under Article 4, discovery in accordance with California Civil Code Section 1283.05 shall be permitted; provided, however, that such discovery shall commence and shall be completed as expeditiously as possible and in all events be completed within 120 days after the receipt of the demand for arbitration by all Concerned Parties. The arbitrators shall determine their award as promptly as possible after the appointment of the last arbitrator, but in no event later than thirty (30) days after the conclusion of any argument or presentation of evidence, or, in the absence of such argument or presentation of evidence, no later than thirty (30) days from the date of appointment of the last arbitrator. The award of the arbitrators shall be written and signed by all arbitrators concurring therein and shall be served on each Concerned Party in the manner provided in Article 14.

For each arbitrable dispute, the fees and cost of the arbitrators and arbitration proceeding (except for a Concerned Party's attorney fees) shall be paid equally by the Concerned Parties, unless the arbitrators assess such cost and expense otherwise. No punitive or consequential damages shall be awardable in such arbitration.

All arbitration conducted under this Article 13 shall be in accordance with the terms of this Article 13 and the rules set forth in California Code of Civil Procedure, Sections 1280 et

seq., as the same may be amended from time to time, to the extent such rules are consistent with the terms of this Article 13.

ARTICLE 14

NOTICES

Section 14.1 Delivery to Parties. Any notice, demand, request, consent, approval, designation, or other communication that any Party is required or desires to give, make or communicate to any other Party shall be given, made or communicated in writing by personal delivery, reliable overnight courier, facsimile transmission (followed by first class United States mail), or United States certified mail, return receipt requested with postage fully prepaid, to the following addresses and a copy of all notices or information sent from City to Developer or from Developer to City shall be concurrently sent to all other Parties:

Developer:	DPA, L.P. c/o DPA-H, Inc. 4350 La Jolla Village Drive Suite 700 San Diego, California 92122-1233 Attention: President
with a copy to:	DPA, L.P. c/o DPA-H, Inc. 4350 La Jolla Village Drive Suite 700 San Diego, California 92122-1233 Attention: General Counsel
and a copy to:	DPA, L.P. 547 L Street Sacramento, California 95814 Attention: General Manager
City:	City of Sacramento Office of the City Manager 915 I Street, Room 101 Sacramento, California 95814 Attention: Deputy City Manager
with a copy to:	City of Sacramento Department of Public Works Parking Division 1023 J Street, Room 202 Sacramento, California 95814 Attention: Parking Administrator

Macy: Sacprop
c/o Macy's California, Inc.
151 West 34th Street
New York, New York 10001
Attention: Chairman

with a copy to: R. H. Macy & Co., Inc.
151 West 34th Street
New York, New York 10001
Attention: Corporate Secretary

Weinstock's: Carter Hawley Hale Stores, Inc.
444 South Flower Street
Los Angeles, California 90071
Attention: Real Estate Department

with a copy to: _____
_____
_____
_____
Attention: _____

Each Party may designate at any time a different or additional addresses for its receipt of notices by giving at least ten (10) days' notice of such change of address to all other Parties.

Any notice, demand, request or other communication (except any consent, approval or designation), including any copy, shall be deemed to have been given, made, received and communicated, as the case may be, on the date personal delivery was effected if personally served, or on the date of delivery as shown on the return receipt if delivered by mail. If any such notice requires any action or response by the recipient or involves any consent or approval solicited from the recipient, such fact shall be clearly stated in the notice in the manner provided in Section 16.5.C. Any responsive consent, approval or designation shall be sent as provided above and shall be deemed to have been given, made, received and communicated, as the case may be, on the date of personal delivery or the date the same was deposited in the United States mail in conformity with this Section 14.1.

In the event that a Party shall give notice to any other Party of a Default, such Party shall concurrently send each of

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the other Parties and their Mortgagees (in accordance with Section 14.2) a copy of such notice; provided, however, failing to give such notice to the other Parties (and/or their Mortgagees) shall not affect the validity of such notice of Default nor shall giving or failing to give such notice create any liability on the part of the Party so declaring a Default.

Section 14.2 Mortgagee Notice. The Mortgagee under a Mortgage affecting the Tract of a Party shall be entitled to receive notice of any Default by the Party as to such Tract, provided that such Mortgagee shall have delivered a copy of a notice in the form hereinafter contained to each Party. The form of such notice shall be as follows:

> The undersigned, whose address is _____ does hereby certify that it is a "Mortgagee" (as defined in the Parking Operation and Maintenance Agreement) of the Tract of land described on Exhibit A attached hereto and made a part hereof and being the Tract of [Party] ("Party") in Downtown Plaza, located in Sacramento, California. In the event that any notice shall be given of the Default of the Party upon whose Tract the Mortgage held by the undersigned applies, a copy thereof shall be delivered to the under- signed who shall have all rights of such Party to Cure such Default. Failure to deliver a copy of such notice to the undersigned shall in no way affect the validity of the notice of Default as it respects such Party, but shall make the same invalid as it respects the Mortgage of the undersigned.

Any such notice to a Mortgagee shall be given in the same manner as provided in Section 14.1. In the event that any notice shall be given of the Default of a Party and such Defaulting Party has failed to Cure or commence to Cure such Default as provided in this Agreement, then and in that event any such Mortgagee under a Mortgage affecting the Tract of the Defaulting Party shall be entitled to receive an additional notice given in the manner provided in Section 14.1, that the Defaulting Party has failed to Cure such Default and such Mortgagee shall have thirty (30) days after said additional notice to Cure or, if such Default cannot be Cured within thirty

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(30) days, to commence to Cure any such Default and to prosecute said Cure continuously and diligently until completed.

ARTICLE 15

AMENDMENT

Section 15.1 Amendment in Connection With Addition of Future Store. Developer may construct or cause to be constructed in the area designated as "Future Store Site(s)" on Exhibit B attached hereto either Additional Developer Retail Stores or a single store of at least 40,000 square feet of Floor Area (the "Future Store"). In connection with the development of the Future Store, the site of the Future Store may be sold or ground leased, or the Future Store itself may be leased, to the proposed Occupant of the Future Store or an Affiliate of such Person (such Occupant or Affiliate is hereinafter referred to as the "Future Major"). The Parties shall enter into an amendment to this Agreement adding the Future Major as a Party to this Agreement on exactly the same terms and conditions as Macy and Weinstock's; provided, however, that the Future Major's contribution to the Validation Fee shall be as set forth in Section 3.4(c) and that the Future Major shall not be entitled to purchase any Permits pursuant to the Permit Parking Allocation Plan, except to the extent Developer, Weinstock's or Macy determine in their sole and absolute discretion to transfer a portion of their allocation of Permits to the Future Major pursuant to Section 1.1.

Section 15.2 Method and Effect of Amendment. The Parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, only by declaration in writing, executed and acknowledged by all of said Parties if the subject amendment or modification relates to this Section 15.2 or to Sections 2.2 (Operation Standards), 2.4 (Minimum Hours of Operation) or to Articles 3 (Parking Fees and Validations), 6 (Rules and Regulations) or 10 (Restoration) or if such amendment

purports to (i) modify or delete the approval or consent rights contained in Sections 1.1, 1.5 or 3.1 or (ii) modify or create an obligation of a Major. All other amendments or modifications to this Agreement may be made in writing solely by City and Developer, and by entering into this Agreement, the Major's specifically authorize such amendments. The Majors shall not unreasonably withhold or delay their consent to any amendment to this Agreement which requires the consent of one or more of the Majors. Except as provided below, any amendment or modification hereof (including any extension and renewal hereof), whenever made, shall be superior to any and all liens, to the same extent as if such amendment or modification had been executed concurrent with this Agreement. In the event a Party has a Mortgage which requires the Mortgagee's consent to any amendment of this Agreement entered into by its Mortgagor (and the Mortgagor Party's joinder is required by the terms of Section 15.2 in order for the amendment to be effective), and such Mortgagee has given notice of the existence of such Mortgage to all of the other Parties to this Agreement in accordance with Section 14.2, the Mortgagee's written consent to the proposed amendment must be obtained in order for such amendment to be effective as against such Mortgagee.

Section 15.3 No Third-Party Beneficiary. Except for the provisions of Sections 14.2, 15.2, 16.1 and 16.20(b), which are for the benefit of a Mortgagee, the provisions of this Agreement are for the exclusive benefit of the Parties and not for the benefit of any third Person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third Person. It is expressly understood and agreed that, except for the provisions of Sections 14.2, 15.2, 16.1 and 16.20(b), the Parties specifically intend that no other Person shall have any right to enforce any of the provisions of this Agreement.

ARTICLE 16

MISCELLANEOUS

Section 16.1 Breach Shall Not Defeat Mortgage. A breach of any of the conditions, covenants, or restrictions of this Agreement shall not defeat or render invalid the lien of any Mortgage made in good faith and for value, but all such conditions, covenants and restrictions shall be binding upon and effective against any Person who acquires title to said property or any portion thereof by foreclosure, deed in lieu of foreclosure, trustee's sale, power of sale or otherwise.

Section 16.2 Breach Shall Not Permit Termination. No breach of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other right or remedies which the Parties may have by reason of any breach of this Agreement.

Section 16.3 Captions. The table of contents and the captions of the Sections and Articles of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction.

Section 16.4 Consents and Approval. In any instance in which any Party to this Agreement shall be requested to consent to or approve of any matter with respect to which such Party's consent or approval is required by any of the provisions of this Agreement, such consent or approval, or disapproval, shall be given in writing, and such consent or approval shall not be unreasonably withheld or delayed, unless the provisions of this Agreement with respect to a particular consent or approval shall expressly provide that the same may be given or refused in the sole and absolute judgment or discretion of such Party. Requests for consent shall be subject to the provisions of Section 16.5. If any Majors are Affiliates of one another, for

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the purpose of any term of this Agreement which refers to the consent, approval or disapproval of a majority or a specified number of the Parties or the Majors, such Affiliates shall be counted as a single Party or Major. City acknowledges that Developer will be entering into separate agreements with each of Macy and Weinstock's and that such separate agreements may confer on Macy and Weinstock's respectively, certain rights, as between Developer and such Major, relating to the terms of the Agreement, including, but not limited to, the exercise of Developer's approval rights under this Agreement; provided however, that such separate agreements shall not bind City.

Section 16.5 Exercise of Approval Rights.

A. Wherever in this Agreement approval or consent of any Party is required, and unless a different time limit is provided in this Agreement, such approval or disapproval shall be given within thirty (30) days following the receipt of the item to be so approved or disapproved, or the same shall be conclusively deemed to have been approved by such Party, subject to the provisions of this Section 16.5. Any disapproval shall specify with particularity the reasons therefor; provided, however, that wherever in this Agreement any Party is given the right to approve or disapprove in its sole and absolute judgment or discretion, such Party may disapprove without specifying a reason therefor and its disapproval shall not be subject to contest in any judicial, administrative, arbitration or other proceeding.

B. Wherever a period of time less than thirty (30) days is provided in this Agreement, such time limit shall not apply unless the notice to the Party whose approval or disapproval is required contains a correct statement of the period of time within which such Party must act. If the time specified in the notice is incorrectly set forth or omitted, the time limit shall be thirty (30) days unless a

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longer time period is specified in this Agreement, in which case the longer time period shall control. Failure to specify such time period shall not invalidate the notice but simply shall require the action of such Party within said thirty (30) day period or such longer period.

C. Any document submitted for the consent or approval of any Party shall contain a cover page prominently reciting verbatim the applicable Agreement provision involved and stating that the document, or the facts contained therein, shall be deemed approved or consented to by the recipient unless the recipient objects thereto within the required time period specified in such notice. Notwithstanding anything to the contrary in this Agreement, no recipient's approval of or consent to the subject matter of a notice shall be deemed to have been given by its failure to object thereto if such notice (or the accompanying cover letter) did not fully comply with the provisions of this Section 16.5.

Section 16.6 Governing Laws. This Agreement shall be construed in accordance with the laws of the State of California.

Section 16.7 Injunctive Relief. In the event of any violation or threatened violation by any Person of any of the terms, restrictions, covenants and conditions of this Agreement, any of the Parties shall have the right to seek an injunction of such violation or threatened violation in a court of competent jurisdiction.

Section 16.8 No Partnership. Neither this Agreement nor any acts of the Parties shall be deemed or construed by the Parties to constitute an agreement to share profits and losses or to create the relationships of principal-agent, partnership, joint venture, or any association whatsoever between any of the Parties.

Section 16.9 Not a Public Dedication. Nothing in this Agreement shall be deemed to be a gift to the general public, or a dedication for any public purpose whatsoever, of any portion of Downtown Plaza, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

Section 16.10 Payment on Default. If pursuant to this Agreement any Party (a) is compelled or elects to pay any sum of money or do any acts which require the payment of money by reason of any other Party's Default or (b) does not pay any other sum when due to any other Party pursuant to the terms and provisions of this Agreement, then the Defaulting Party shall, upon demand, promptly reimburse the paying Party all such sums together with simple interest thereon at the Interest Rate (as hereinafter defined) from either the date of expenditure when the event in subpart (a) shall have occurred or the due date of payment when the event in subpart (b) shall have occurred, until the date of such reimbursement by the Defaulting Party. The "Interest Rate" shall be the rate of one percent (1%) per annum over the then-existing annual Reference Rate charged by the Bank of America, National Trust and Savings Association, at Los Angeles, California, at the time of expenditure or the due date of payment, whichever is applicable, but in no event exceeding the maximum rate permitted by law.

If the Defaulting Party shall not have made the requested repayment within ten (10) days after demand therefor, the paying Party (or Person to whom the amount is due) shall have the right to deduct the amount thereof, together with interest as aforesaid, without liability or forfeiture, from any sums then due or thereafter becoming due from the paying Party to the Defaulting Party.

A Party's deduction from any sums due or payable by it pursuant to the provisions of this Section 16.10 shall not

constitute a Default in the payment thereof unless such Party fails to pay the amount of such deduction (with interest thereon at the rate provided above from the respective dates of deduction) to the Defaulting Party to whom the sum is owing within thirty (30) days after a final adjudication, if any, that such amount is owing. The option given in this Section 16.10 is for the sole protection of the paying Party (or Person to whom such sum is due) but shall not release the Defaulting Party from its obligation to perform the terms, provisions, covenants and conditions nor deprive the paying Party (or Party to whom such sum is due) of any legal or equitable rights which it may have by reason of such Default.

Section 16.11 Severability. If any term, covenant, restriction or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, covenant, restriction or condition to Persons or circumstances other than those with respect to which it is invalid or unenforceable), shall not be affected thereby. Each term, covenant, restriction and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law, except those terms, covenants, restrictions or conditions which are expressly subject to or conditioned upon such invalid or unenforceable provisions.

Section 16.12 Successors. The provisions of this Agreement shall bind the City Tract, the Developer Tract, the Weinstock's Tract and the Macy Tract both as respects benefits and burdens created herein, and shall constitute covenants running with the land under California Civil Code Section 1468.

Section 16.13 Time of Essence. Time is of the essence with respect to the performance of each of the terms, covenants, restrictions and conditions contained in this Agreement.

Section 16.14 Waiver of Default. A Party's waiver of another Party's Default must be made in writing, and no such waiver shall be implied from a Party's failure to take any action in respect of such Default if such Default continues or is repeated. No express waiver of any Default shall affect any Default, or cover any period of time, other than the precise Default and period of time specified in such express waiver. One or more waivers of any Default in the performance of any term, covenant, restriction or condition of this Agreement shall not be deemed to waive any subsequent Default. A Party's giving of its consent or approval to any act or request of another Party shall not be deemed to waive or render unnecessary the consenting/approving Party's consent to or approval of any subsequent similar acts or requests.

Section 16.15 Rights Cumulative. Except as limited by Sections 16.2 and 16.5, the rights and remedies of any Party under this Agreement shall be cumulative and not exclusive of any other rights or remedies at law or in equity of such Party. A Party's exercise of any given right or remedy shall not impair such Party's standing to exercise any other right or remedy.

Section 16.16 Counterparts. This Agreement may be signed in several counterparts, each of which shall be deemed an original, and all such counterparts taken together shall constitute one and the same instrument.

Section 16.17 Estoppel Certificates. Each Party hereby severally covenants that upon at least thirty (30) days' prior request of any other Party, it will issue to such other Party, or to any prospective Mortgagee or purchaser of such Party's Tract, an estoppel certificate stating: (i) whether the Party to whom the request has been directed knows of any Default under this Agreement, and if there are known Defaults, specifying the nature thereof; (ii) whether to its knowledge this Agreement has been assigned, modified or amended in any way (and if it has, then

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stating the nature thereof); and (iii) that to the Party's knowledge this Agreement as of that date is in full force and effect. Such certificate shall act as a waiver of any claim by the Party furnishing such certificate to the extent such claim is based upon facts known to that Party on the date of the certificate which are contrary to those asserted in the certificate but only to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the certificate and who has acted in reasonable reliance upon the certificate. Such certificate shall in no event subject the Party furnishing it to any liability whatsoever, notwithstanding the negligence or inadvertent failure of such Party to disclose correct or relevant information.

Section 16.18 Excuse for Nonperformance. Each Party shall be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sums of money under the applicable provisions hereof (unless such payment is conditioned upon performance of an obligation or undertaking excused by this Section 16.18), in the event and only for so long as the performance of any such obligation or undertaking is prevented or delayed by act of God; fire; earthquake; floods; explosion; action of the elements; war; invasion; insurrection; riot; mob violence; sabotage; inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market; failure of transportation; strikes; lockouts; action of labor unions; condemnation; order of governmental, civil, military or naval authorities (except, vis à vis City only, City orders); or any other cause, whether similar or dissimilar to the foregoing, not within the respective control of such Party (other than the lack of or inability to procure funds to fulfill its commitments and obligations or undertakings provided under this Agreement).

Section 16.19 Release.

(a) General Requirements. If a Party shall Transfer all of its interest in its Tract and all of its rights under this Agreement, it shall be released from future obligations hereunder from and after the effective date of such Transfer, provided that the following conditions are satisfied: (i) with respect to accrued obligations, any and all amounts which shall then be due and payable by such Transferor to any other Party to this Agreement shall have been paid to such other Party; provided, however, that the existence of unpaid amounts due from the Transferor shall not subject such Party to any liability or claims in excess of such unpaid amounts plus interest, attorneys' fees and costs, (ii) the Transferor shall promptly give notice to the other parties to this Agreement of any such sale, transfer, conveyance or assignment, and (iii) the Transferee shall execute and deliver to the other Parties a written, recordable instrument in which: (A) the name and address of the Transferee shall be disclosed; and (B) the Transferee shall acknowledge its obligations and undertake to be bound by this Agreement and perform all obligations thereafter accruing thereunder in accordance with the provisions of this Agreement. Failure to deliver and record any such written instrument shall not affect the running of any covenants herein with the land, nor shall such failure negate, modify or otherwise affect the liability of any transferee pursuant to the provisions of this Agreement, but such failure shall, until cured, prevent the Transferor's release from future obligations hereunder.

(b) Special Provisions Relating to Mortgages and Sale and Leasebacks. In the event that any Party shall enter into a Sale and Leaseback, it is expressly agreed that so long as the leaseback thereunder remains in existence, the leaseback lessor shall, for the purposes of this Agreement,

be deemed a Mortgagee of the property involved in such Sale and Leaseback. Anything in this Agreement to the contrary notwithstanding, it is expressly understood and agreed that nothing in this Agreement shall preclude a release in any of the following circumstances:

(A) The release from all unaccrued obligations under this Agreement of a leaseback lessee in a Sale and Leaseback, upon the termination or expiration of the leaseback provided such lessee shall have complied with the payment provisions of this Section 16.19(b); or

(B) The release from all unaccrued obligations under this Agreement of any Mortgagee which shall have acquired title through foreclosure or deed in lieu of foreclosure, upon sale, transfer, conveyance or assignment of its title or interest; or

(C) The release from all unaccrued obligations under this Agreement of any leaseback lessor under a Sale and Leaseback which shall have acquired possession through termination or expiration of the leaseback, upon the sale, transfer, conveyance or assignment of its title or interest.

In the event of any termination or expiration of the interest of the leaseback lessee or any surrender thereof to the leaseback lessor or any nominee of the leaseback lessor which shall hold said interest for the benefit of such leaseback lessor, the leaseback lessor or its successors and assigns shall (notwithstanding any language in the leaseback document or any other instrument, or in any instrument or surrender, preventing the merger of title in said leaseback lessor and notwithstanding the fact that such surrender may

be made to such a nominee of the leaseback lessor) be liable for the performance of the thereafter accruing obligations under the terms of this Agreement.

Section 16.20 Entire Agreement. This Agreement and the Exhibits hereto contain all, the representations and the entire agreement between City and the other Parties with respect to the subject matter hereof. Except as provided in the paragraph immediately preceding Article 1, any prior correspondence, memoranda or agreements are superseded in total by this Agreement and Exhibits hereto. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any Party.

ARTICLE 17

DEFINITIONS

As used in this Agreement, references to "Articles," "Sections" and "Exhibits" are references to such portions of this Agreement. Listed below are most of the terms used in this Agreement with their particular meanings or with a reference to the portion of this Agreement where such definitions may be found. Unless otherwise denoted, a defined term shall include, where appropriate to the context, the noun (singular and plural), verb and adjective forms of the term.

Additional Developer Retail Stores. Those retail Developer Stores Developer may elect to construct pursuant to Section 15.1 in the location of the former "I. Magnin" Store.

Affiliate. An "Affiliate" shall mean a Person that Controls, is Controlled by or is under common ownership or Control with another Person.

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Agency. "Agency" shall mean The Redevelopment Agency of The City of Sacramento, a body, corporate and politic, of the State of California.

Control. "Control" shall mean the power, exercisable jointly or severally, to manage and direct a Person through the ownership of partnership interests, corporate stock and/or voting rights. A change in Control may arise when Control passes from one Person to another in a single transaction or a series of transactions involving the transfer, sale, pledge, encumbrance or other disposition of said interests, stock and/or rights; provided, however, a change of Control arising from a change in ownership of corporate stock shall be deemed a Transfer only if such change of Control occurs in connection with a corporate reorganization, consolidation or merger.

Cure. When a Party is in Default, such Party and its Mortgagee under Section 14.2 shall be permitted a reasonable or otherwise specified amount of time within which to render remedial performance sufficient to correct said Default, which process shall be known as "Cure." At its election, the Party serving a notice of Default may also serve a demand for Cure either contemporaneously with or subsequent to service of the notice of Default. The time for effecting Cure, unless otherwise specified in this Agreement, shall be thirty (30) days. Except as provided elsewhere in this Agreement to the contrary, where a Default is not capable of Cure within said thirty (30) day period, a Defaulting Party (or its Mortgagee) shall be deemed to have Cured the Default if it shall have commenced Cure within the specified time period and shall have prosecuted the Cure continuously and diligently thereafter to completion.

Damage. The term "Damage" means the damage or destruction to any improvements caused by any casualty or accident but not caused by condemnation or any form of condemnation.

Default. A "Default" is a Party's breach of any of its covenants or obligations under this Agreement. A notice of Default may be accompanied or followed by service of a demand for Cure of the Default. See definition of "Cure."

Developer/Agency Prior Easement and Operation Agreements. The term "Developer/Agency Prior Easement and Operation Agreements" means the agreements referred to in Clauses (i) and (ii) under the definition of Prior Easement and Operation Agreements.

Developer Improvements. The term "Developer Improvements" means all of the buildings and other improvements, including mall and common area improvements, located on the Developer Property, as the same may exist from time to time, including any replacements thereof.

Developer Stores. The term "Developer Stores" means all of the leasable areas within the Developer Improvements, as such leasable areas may exist from time to time, including any replacements thereof. Some Developer Stores are utilized for retail purposes and are referred to herein as the "retail Developer Stores." Wherever used in this Agreement, the reference to restaurants as a category of retail Developer Stores shall include all establishments serving food for on-site consumption.

Developer Property. See Recital C. The Developer Property is comprised of the "Developer Tract" and the "Developer Adjacent Property," as those terms are defined in the COMA. The Developer Tract consists primarily of the K Street Mall area and abutting Developer Stores from Fourth to Seventh Streets, the area north of the Macy's Store building and certain areas over Fifth Street. The Developer Adjacent Property consists primarily

of the area of Developer's improvements between Fifth, Seventh, L and J Streets other than the K Street Mall and abutting Developer Stores from Fourth to Seventh Streets.

Downtown Plaza. See Recital L.

Floor Area. The aggregate, from time to time, of the actual number of square feet of floor space on all floors in any structure located on the Project Site, whether or not it is roofed or occupied, including basements, subterranean areas, balconies and mezzanines, which is measured from the exterior faces or exterior lines of the exterior walls (including basement walls) and from the center line (as opposed to exterior face) of party and interior common walls. "Floor Area" does not include any of the following:

(a) the upper levels of any multi-deck stock areas created for convenience to increase the usability of space for stock purposes;

(b) any portion of the mall;

(c) any (i) Shopping Center management office and/or (ii) Merchants' Association office, to the extent that the aggregate area of the foregoing offices does not exceed three thousand (3,000) square feet;

(d) emergency exit corridors or stairs between fire-resistant walls required by building codes; and

(e) all truck loading areas, truck tunnels, truck parking, turn-around and dock areas, and ramps and approaches thereto.

Upon request, Developer shall submit to City the architectural as-built plans of the Developer Improvements to enable City to confirm the Floor Area of the same.

Future Major. See Section 15.1.

Future Store. See Section 15.1.

Garage(s), Garage G, Garage K and Garage U. See Recital G. The term "Garages" means Garage G, Garage K and Garage U, collectively. The Garages include all driveways and ramps within the City Tract which lead to or are a part of the Garages, all areas for the passage and parking of motor vehicles and all areas related thereto for the passage and accommodation of pedestrians, including, in the case of Lot G, such related areas as are located within Lot G but outside of Garage G. The Garages also include all stairways (to the top of stair riser) between Levels P-2 and Plaza, walkways within Garages, passenger elevators between Levels P-2 and Plaza and escalators (to the top of the escalator landing) between Levels P-2 and Plaza. All loading docks, loading areas and service or freight elevators relating to overlying improvements are specifically excluded from the Garages.

Garage Closure. See Section 1.2(b).

Holidays. The term "Holidays" shall mean New Year's Day, Presidents' Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving Day and Christmas Day.

Implementation Date. The term "Implementation Date" means that date which is the later of (i) the date Developer notifies City in writing of the date (the "Scheduled Grand Re-Opening Date") by which Developer, in its good faith reasonable judgement, anticipates that the Project will be

sufficiently completed to allow a grand re-opening, or (ii) the date ninety (90) days prior to the Scheduled Grand Re-Opening Date.

Indemnify. The term "Indemnify" means indemnify, protect and defend, with counsel approved by Indemnitee on thirty (30) days' notice in accordance with Section 16.5.C, the Indemnitee and its Affiliates and their respective officers, directors, partners, agents, servants and employees from and against all loss, claims, actions, proceedings, liability, damages, cost or expense (including Indemnitee's reasonable attorney fees) resulting from the death of any Person or the injury or damage to any Person or any property occurring in, on or about a specified location in Downtown Plaza and arising out of the Indemnitor's specified duties or conduct. "Indemnify" shall include the requirement that the Indemnitee give the Indemnitor notice of any circumstances known to the Indemnitee entitling the Indemnitee to indemnity pursuant to this Agreement. No Party shall be obligated to Indemnify another Party where the claim or loss underlying Indemnitee's request for indemnity (a) was caused by the active negligence of Indemnitee, or (b) was caused by such willful, intentional or wanton act or omission of Indemnitee as shall constitute an "occurrence" excluded from coverage under standard California comprehensive public liability and property damage insurance policies as they may exist from time to time.

Lot G, Lot K and Lot U. See Recital F.

Macy Store. See Recital I.

Macy Tract. See Recital I.

Majors. The term "Majors" means Macy, Weinstock's and the Future Major (if added to this Agreement pursuant to Section 15.1), and a Major is any one of the three.

Mortgage; Mortgagor; Mortgagee; Sale Leaseback. The term "Mortgage" means an indenture of mortgage, a deed of trust on a Tract, or a Sale and Leaseback of the entire interest of a Party ("Mortgagor") in its Tract. "Mortgagee" means (a) the trustee and beneficiary or mortgagee under a Mortgage or (b) the fee owner or lessor following a Sale and Leaseback, provided said Persons are not in possession of the subject Tract. A "Sale and Leaseback" means a transaction in which (a) a Party, who is the fee owner of its Tract, conveys the fee or a leasehold estate in such Tract for financing purposes and immediately thereafter the Party, its affiliate or the guarantor of such Party's covenants, agreements and obligations under this Agreement, leases or subleases the Tract, or (b) a Party, who holds a leasehold estate in its Tract, assigns said estate or subleases the Tract for financing purposes and immediately thereafter the Party, its affiliate or the guarantor of such Party's covenants, agreements and obligations under this Agreement subleases the Tract.

Northern California. The term "Northern California" means all of the California counties north of and including San Mateo, Santa Clara, Stanislaus, Amador, Sacramento, Yolo, Alameda, Marin and Santa Rosa Counties.

Occupant. The term "Occupant" means Developer, Macy, Weinstock's and any Person from time to time entitled to use and occupy space in Downtown Plaza under any lease, deed or other instrument or arrangement.

Official Records. The term "Official Records" shall mean the Official Records of the office of the County Recorder of Sacramento County.

Operate. The term "Operate" means the maintenance, repair and operation of the Garages in accordance with Sections 2.2, 2.3, 3.1 and 3.2 of this Agreement.

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Operator. The term "Operator" means City so long as City Operates the Garages and, thereafter, the Person who has assumed the duties of City to Operate the Garages.

Party. The term "Party" means any of the following: Developer, City, Macy, Future Major (if added to this Agreement pursuant to Section 15.1) and Weinstock's and any of their respective Transferees, subject to the provisions of this definition with respect to Transfers of partial interests in a Tract. A Mortgagee shall not be deemed to be the Party with respect to a Tract so long as the Mortgagor, who is the Party, retains the entire possessory interest in the Tract. The Mortgagee shall become the Party following an Involuntary Transfer. See definition of "Transfer; Involuntary Transfer."

A Transferee of any of the following partial interests shall be treated, together with all similar Transferees, as a single Party with respect to the Tract:

A. Any partial, subdivided interest in a Party's Tract;

B. Any partial, undivided interest in all of a Party's Tract or Tracts, such as may be held by joint tenancy or tenancy-in-common or as a life estate, but not including a partnership interest in a partnership holding all of the interests in such Tract; or

C. Any partial, undivided interest, legal or equitable, in the assets of any Party that is a Person other than an individual, which interest is not an interest in the Party's Tract, such as a beneficial interest in a Party which is a trust.

Where any Transfer of partial interests occurs as described in Subparagraphs A, B or C, the Persons owning

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not less than seventy percent (70%) of the Tract or Tracts, or seventy percent (70%) of the shares of the entire estate in the Tract or Tracts, or seventy percent (70%) of the Party's assets not constituting an interest in the Tract or Tracts, shall designate one of their number as such Party's agent (called "Party's Agent" for purposes of this definition) to act on behalf of all Persons holding such interests, shares or assets so that other Parties shall not be required with respect to said Tract or Tracts to obtain the action or Agreement of, or to proceed against, more than one individual or entity in carrying out or enforcing the terms, covenants, provisions and conditions of this Agreement. Such designation shall not be effective until such time as written notice of the designation is recorded in the Official Records and a copy thereof given to the Parties as required by Section 14.1. Any interest owned by any Person who is a minor or is otherwise suffering under any legal disability shall be disregarded in the making of such designation unless there is at such time a duly appointed guardian or other legal representative fully empowered to act on behalf of such Person. The foregoing requirements to designate a Party's Agent shall not apply to stockholders and bondholders of a corporate Party. In the cases of estates for life or years, only the life tenants or tenants for years shall, for purposes of this definition, be deemed to own the interests in the Tract or Tracts and their determination hereunder shall be final and binding on the remaindermen and, if created by way of trust, final and binding on such trust, trustor, trustee and beneficiaries. Where the circumstances described in Subparagraph C arise, the Person owning each such interest shall nevertheless be deemed to own a percentage interest of the whole of the Tract or Tracts, or portion thereof, as the case may be, which percentage shall be equal to the percentage interest of such Person in the entity or entities comprising the Party.

Where the Transfer is of partial interests as described above but the Persons owning such partial interests fail to designate the Party's Agent, the acts of the Person who was the Party prior to the Transfer (whether or not such Party retains any interest in the Tract or Tracts in question) shall be binding on all Persons having an interest or right in said Tract or Tracts, until such time as the Party's Agent is designated as provided above. Where the circumstances requiring designation of a Party's Agent arise, all of the other Parties acting jointly or, failing such joint action, any other Party at any time may designate another Party's Agent if any of the following conditions exist:

D. At any time after any designation of a Party's Agent, there shall for any reason be no duly designated Party's Agent of whose appointment all other Parties have been notified;

E. Within thirty (30) days after any other Party shall become aware of any change in the ownership of any portion of Downtown Plaza or any change in the structure of a Party requiring a change in the designated Party's Agent, no Party's Agent has been designated or notice of such designation (or of such change, if no partial interests have been Transferred) has not been given; or

F. The designation of such Party's Agent earlier than the expiration of the thirty (30) day period described in Subparagraph E above shall be reasonably necessary to enable any other Party to comply with any of its obligations under this Agreement or to take any other action which may be necessary to carry out the purposes of this Agreement.

The exercise of any powers and rights of a Party under this Agreement by such Party's Agent shall be binding upon all

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Persons having an interest or right in the Party's Tract and upon all Persons having an interest in the Party in question, to the same extent as if such exercise had been performed by the Party. The other Parties shall have the right to deal with and rely solely upon the acts and omissions of such Party's Agent in connection with their performance of this Agreement, but such designation of a Party's Agent shall not relieve any Party from its obligations under this Agreement.

A Party's Agent shall be the authorized agent of its principals for service of any demand for arbitration or of any process, writ, summons, order or other mandate of any nature of any court in any action, suit or proceeding arising out of this Agreement. Service upon such Party's Agent shall constitute due and proper service of any such matter upon its principals. Until a successor Party's Agent has been appointed and notice of such appointment has been given pursuant to the provisions of this definition, the designation of a Party's Agent shall remain irrevocable.

Parcel D-1(b). The term "Parcel D-1(b)" is defined in the DDA (See Recital B).

Permit. The term "Permit" is defined in Section 1.1.

Permit Agreement. The term "Permit Agreement" is defined in Section 1.1.

Permit Cap. The term "Permit Cap" is defined in Section 1.1.

Permit Parking Allocation Plan. The term "Permit Parking Allocation Plan" means a plan detailing the allocation of City-issued monthly parking passes for use of the Garages by

Occupants and the occupants of certain improvements located adjacent to Downtown Plaza. The initial Permit Parking Allocation Plan is attached as Exhibit D.

Permit Parking Location Plan. The term "Permit Parking Location Plan" means a plan identifying the location of the parking stalls or spaces within the Garages intended to be used for parking by the holders of Permits. Parking in those spaces or stalls not intended for use by a Permit holder shall be prohibited by City ordinance between the hours of 7:00 a.m. and 9:30 a.m. (or, should the general hours of the retail Developer Stores change other than on a temporary basis, instead of 9:30 a.m., the first hour of the general hours of the retail Developer Stores) from Monday through Friday and shall be posted with signage clearly indicating such parking restriction. Such restriction is intended to have the effect of directing Permit holders to the stalls or spaces shown on the Permit Parking Location Plan when such Persons initially arrive at their places of employment prior to 9:30 a.m. from Monday through Friday. The initial Permit Parking Location Plan is attached as Exhibit C.

Permittee. The term "Permittee" means any Occupant and its respective officers, directors, employees, agents, contractors, customers, visitors, invitees, licensees and concessionaires.

Person. The term "Person" means an individual, partnership, firm, association and corporation, or any other form of business or government entity.

Prior Easement and Operation Agreements. The term "Prior Easement and Operation Agreements" mean the following agreements, collectively: (i) the Agreement and Grant of Easements dated August 24, 1979 and the Maintenance and Operation Agreement dated April 20, 1984 attached thereto as Schedule D, both by and between Downtown Plaza Associates, a California

general partnership, and Agency, recorded in the Official Records in Book 84-04-27, Page 2225, as the same were amended by Amendment to the Agreement and Grants of Easements dated April 20, 1984, recorded in the Official Records in Book 84-04-27, Page 2267, and Amendment to the Maintenance and Operation Agreement dated April 20, 1984, recorded in the Official Records in Book 84-04-27, Page 2267; (ii) the Agreement and Grants of Easements dated March 16, 1971, and the Maintenance and Operation Agreement dated March 16, 1971 attached thereto as Schedule D, both by and between Agency and Downtown Plaza Properties, a California joint venture, recorded in the Official Records in Book 71-03-16, Page 305; and (iii) Amended and Restated Easement Restriction and Operating Agreement and Subordination of Lease, Deed of Trust and Collateral Assignment of Lease dated May 1, 1980, by and among City (for certain limited purposes); Agency; Weinstock's; Foster Associates, a Connecticut limited partnership (Weinstock's landlord); and Torpor Corporation, a Delaware corporation and predecessor-in-interest to The California Public Employee Retirement System, a California corporation (Weinstock's lender), recorded in the Official Records in Book 80-05-22, Page 274.

Project Site. See Recital L.

Rules and Regulations. See Article 6.

Scheduled Grand Re-Opening Date. The term "Scheduled Grand Re-Opening Date" is defined above within the definition of "Implementation Date."

Special Events. See Section 3.1.

Store. The term "Store" means all portions of the building(s) and improvements (including replacements) that exist or are constructed from time to time on a Party's Tract, excluding common area.

Termination Date. The term "Termination Date" means the date, as to each Tract, on which this Agreement shall terminate in whole or in part, pursuant to the terms and provisions of Article 12.

Terms: Developer, City, Macy and Weinstock's. The term "Developer" means: DPA, L.P., a California limited partnership, or any Transferee thereof. The term "City" means the City of Sacramento, a body, corporate and politic, of the State of California, or any Transferee thereof. The term "Macy" means Macy's California, Inc., a Delaware corporation, debtor-in-possession, or any Transferee thereof. The term "Weinstock's" means Carter Hawley Hale Stores, Inc., a Delaware corporation, or any Transferee thereof. The conditions, covenants and restrictions of this Agreement shall be binding upon and enforceable by Developer, City, Macy and Weinstock's only during and with respect to the time periods in which each, respectively (either alone or in conjunction with other Persons), is a Party.

Tract. The term "Tract" means the "Developer Property" and/or the "City Tract" and/or the "Macy Tract" and/or the "Weinstock's Tract," including all improvements whenever constructed thereon, as defined in the Recitals.

Transfer; Involuntary Transfer. A "Transfer" is any voluntary transaction in which a Person, including an Involuntary Transferee (see below) ("Transferor"), shall sell, lease, transfer or assign, other than for security purposes, all or substantially all of its interests in its Tract together with all of its rights under this Agreement to a Person or Persons ("Transferee") who shall expressly assume, by duly-executed and acknowledged written instrument in recordable form served on all Parties in accordance with Section 16.20(a), all of Transferor's covenants, duties and obligations under this Agreement. A

City Agreement No. 92-206

Transfer shall be deemed to have occurred with any change of "Control" of a Party. A Transfer shall also include an expiration or cancellation of a lease (also see Section 16.20(a)).

An "Involuntary Transfer" is the conveyance or reversion of title to a Tract (or portion thereof) from a Mortgagor ("Involuntary Transferor") to a Mortgagee ("Involuntary Transferee") resulting from any of the following: judicial or nonjudicial foreclosure of the Mortgage; grant of a deed in lieu of such foreclosure; expiration, termination or surrender of a leaseback in a Sale and Leaseback (see "Mortgage"); or the termination of a lease due to the tenant's default thereunder; provided, however, in the event of such an Involuntary Transfer, the Involuntary Transferor shall be deemed to have assigned all of its rights, powers, title and interest in its Tract and this Agreement to the Involuntary Transferee who shall be deemed to have assumed all of the Involuntary Transferor's covenants and obligations thereunder accruing from and after the Involuntary Transfer (also see Section 16.20(b)).

Validation Fee. The "Validation Fee" shall initially be $41,667.00 per calendar month; provided, however, that the Validation Fee is subject to adjustment in accordance with Section 3.4.

Vehicle Traffic and Garage Occupancy Report. See Section 3.5.

Weinstock's Prior Easement and Operation Agreement. The term "Weinstock's Prior Easement and Operation Agreement" is the agreement referred to in Clause (iii) under the definition of the Prior Easement and Operation Agreements.

Weinstock's Store. See Recital J.

Parking Agmt

CONSENT AND SUBORDINATION
OF SACPROP'S AND MACY'S CALIFORNIA, INC.'S FIRST MORTGAGEE

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation, the Beneficiary under that certain Deed of Trust ("Deed of Trust") from R. H. MACY & CO., INC., a New York corporation and predecessor-in-interest to Macy's California, Inc. ("Macy"), and SACPROP, a California corporation, dated July 10, 1986, and recorded in the Official Records of Sacramento County, California, as Book 86-07-14, Page 1193, hereby consents to the execution and acknowledgement by Sacprop and recordation in said Official Records of the within "Consent and Subordination of Sacprop" and the execution and acknowledgement by Macy and recordation in said Official Records of the within Parking Operation and Maintenance Agreement ("Agreement") and hereby agrees that the Deed of Trust shall be subject and subordinate to the terms of the Agreement.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation

By: [signature]
Name: [illegible]
Its: [illegible]

Attest: [signature]
Name: KATHERINE A. DOWNS
Its: VICE PRESIDENT

STATE OF New Jersey }
COUNTY OF Essex } ss.

On October 6th 1992, before me, the undersigned, a notary public in and for said state, personally appeared Katherine A. Downs, personally known to me (or 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 same.

WITNESS my hand and official seal.

[signature]
(Notary Public) in and for said State

VALERIE L. FRAZIER
Notary Public of New Jersey
My Commission Expires June 30, 1994

750/3015/K3622-005/09-22-92/nan

Weinstock's Tract. See Recital J.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the day and year first above written.

"Developer" DPA, L.P., a California limited partnership

By: DPA-H, INC., a California corporation, as managing general partner

By: _____
Name: ROGER H. BIRKS
Title: SENIOR VICE PRESIDENT CHIEF FINANCIAL OFFICER

By: _____
Name: Robert T. Pace
Title: Vice President and Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT No. 5193

State of CALIFORNIA
County of SAN DIEGO

On 11/1/93 (DATE) before me, LAUREL DEWOLF - NOTARY PUBLIC (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared ROGER H. BIRKS AND ROBERT T. PACE (NAME(S) OF SIGNER(S))

☒ personally known to me - OR - ☐ 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.

WITNESS my hand and official seal.

NOTARY PUBLIC CALIFORNIA SAN DIEGO COUNTY My Comm. Expires July 10, 1995

SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER
Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL
☐ CORPORATE OFFICER(S) _____ TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT _____
NUMBER OF PAGES _____ DATE OF DOCUMENT _____
SIGNER(S) OTHER THAN NAMED ABOVE _____

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City Agreement No. 92-206

750/3DIS/H3622-005/09-22-92/nan

"City" THE CITY OF SACRAMENTO, a body, corporate and politic, of the State of California

By: _____
Name: _____
Title: Deputy City Manager

By: _____
Name: _____
Title: _____

Approved as to form:

_____
City Attorney

Attest:

_____
City Clerk

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

On Oct. 15, 1993, before me, the undersigned, a notary public in and for said state, personally appeared DAVID R. MARTINEZ ~~and~~ _____, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the persons whose names ~~are~~ subscribed to the within instrument, and acknowledged to me that ~~they~~ executed the same in ~~their~~ authorized capacities, and that by ~~their~~ signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the same.

WITNESS my hand and official seal.

_____
Notary Public in and for said State

OFFICIAL SEAL
LYNNE PRICE
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
My Comm. Expires Jan. 03, 1994

City Agreement No. 92-206

750/3DIS/H3622-005/09-22-92/nan

"Macy" MACY'S CALIFORNIA, INC., a Delaware corporation, debtor-in-possession

By: _____
Name: HERBERT M. HELLMAN
Title: SENIOR VICE PRESIDENT - CORPORATE AFFAIRS

By: _____
Name: DANA B. COBB
Title: ASSISTANT SECRETARY

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On OCTOBER 1, 1993, before me, the undersigned, a notary public in and for said state, personally appeared HERBERT M. HELLMAN and DANA B. COBB, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the same.

WITNESS my hand and official seal.

_____
Notary Public in and for said State

LUCY ANN EARLEY
Notary Public, State of New York
No. 01-4667274
Qualified in Orange County
Certificate Filed in New York County
Commission Expires Oct. 31, 1994

92-206

750/3DIS/H3622-005/09-22-92/nan

City Agreement No. _____

"Weinstock's" CARTER HAWLEY HALE STORES, INC., a Delaware corporation

By: _____
Name: _____
Title: SENIOR VICE PRESIDENT

By: _____
Name: _____
Title: SECRETARY

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On 12/17, 1992, before me, the undersigned, a notary public in and for said state, personally appeared D.J. Weinstock and James Kaufberg, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the same.

WITNESS my hand and official seal.

_____
Notary Public in and for said State

OFFICIAL SEAL
DIANE E. NEWSOME
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. JUNE 25, 1993

92-206

750/3DIS/H3622-005/09-22-92/nan

CONSENT AND JOINDER OF
THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO ("Agency"), currently record owner of that portion of the City Tract referred to as "Lot U" in Exhibit A to the preceding Parking, Operation and Maintenance Agreement (the "Agreement") hereby consents to the City of Sacramento's execution, acknowledgement and recordation in the Official Records of Sacramento County, California of the within Agreement and, until such time as said "Lot U" is conveyed by Agency to City, and insofar as the same relates to said "Lot U," hereby joins in any obligations of City under the Agreement which constitute covenants running with the land constituting "Lot U."

THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, a body, corporate and politic of the City of Sacramento

By: _____
Name: JOHN E. MOLLOY
Title: Executive Director

Approved as to Form:

_____
Agency Counsel

State of California
County of Sacramento
ss.

On October 4, 1993 before me, Joan Roberts, personally appeared JOHN E. MOLLOY, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public in and for said County and State

JOAN ROBERTS
COMM. #962357
NOTARY PUBLIC
SACRAMENTO COUNTY, CALIFORNIA
My Commission Expires April 10, 1996

92-206
City Agreement No. _____

CONSENT AND SUBORDINATION OF DEVELOPER'S MORTGAGEE

CANADIAN IMPERIAL BANK OF COMMERCE, as Lender and Agent for the benefit of Lenders signatory to a Loan and Security Agreement dated as of November 27, 1991, located at 425 Lexington Avenue, Sixth Floor, New York, New York 10017, the Beneficiary under that certain Deed of Trust ("Deed of Trust") from DPA, L.P., a California limited partnership, dated November 27, 1991, and recorded in the Official Records of Sacramento County, California, in Book 91-12-02, Page 155, hereby consents to the execution and acknowledgement by Developer and recordation in said Official Records of the within Parking Operation and Maintenance Agreement ("Agreement") and hereby agrees that the Deed of Trust shall be subject and subordinate to the Agreement.

CANADIAN IMPERIAL BANK OF COMMERCE, as Lender and Agent for the benefit of Lenders signatory to a Loan and Security Agreement dated as of November 27, 1991

By: _____
Name: M.J. Kanuka
Its: Authorized Signatory

Attest: _____
Name: _____
Its: _____

STATE OF California)
) ss.
COUNTY OF Los Angeles)

On August 9, 1993, before me, the undersigned, a notary public in and for said state, personally appeared Michael J. Kanuka, Authorized Signatory, personally known to me (or 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 same.

WITNESS my hand and official seal.

ANA L. ESTANGA
COMM. # 935986
Notary Public — California
LOS ANGELES COUNTY
My Comm. Expires AUG 18, 1995

_____
Notary Public in and for said State
Ana L. Estanga

750/3DIS/H3622-005/09-22-92/nan

City Agreement No. 92-206

"City" THE CITY OF SACRAMENTO, a body, corporate and politic, of the State of California

By: _____
Name: _____
Title: Deputy City Manager

By: _____
Name: _____
Title: _____

Approved as to form:

_____
City Attorney

Attest:

_____
City Clerk

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

On Oct. 15, 1993, before me, the undersigned, a notary public in and for said state, personally appeared DAVID R. MARTINEZ ~~and~~ _____, personally known to me (or ~~proved to me on the basis of satisfactory evidence~~) to be the person whose name ~~are~~ subscribed to the within instrument, and acknowledged to me that ~~they~~ executed the same in ~~their~~ authorized capacities, and that by ~~their~~ signatures on the instrument the person, or the entity upon behalf of which the person acted, executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
LYNNE PRICE
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
My Comm. Expires Jun. 23, 1994

_____
Notary Public in and for said State

City Agreement No. 92-206

750/3DIS/H3622-005/09-22-92/nan

CONSENT AND SUBORDINATION OF SACPROP

SACPROP, a California corporation, the Landlord under that certain Lease dated November 1, 1963 from Sacprop, a California corporation, to R. H. Macy & Co., Inc., a New York corporation and predecessor-in-interest to Macy's California, Inc. ("Macy") as the holder of the Tenant's interest in said Lease, a short form of which was recorded in the Official Records of Sacramento County, California, as Book No. 4876, Page 21 and that certain Lease Amendment dated July 10, 1986 by and between Sacprop and R. H. Macy & Co., Inc., predecessor-in-interest to Macy as aforesaid, recorded in the Official Records of Sacramento County, as Book No. 86-07-14, Page 1175, hereby (i) consents to the execution and acknowledgement by Macy and recordation in said Official Records of the within Parking Operation and Maintenance Agreement (the "Agreement"), and (ii) agrees that its interest in the Macy Tract shall be subject and subordinate to the terms of the Agreement.

SACPROP, a California corporation

By: [signature]
Name: HERBERT M. HELLMAN
Its: SENIOR VICE PRESIDENT

By: [signature]
Name: DANA B. COBB
Its: ASSISTANT SECRETARY

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On OCTOBER 1, 1993, before me, the undersigned, a notary public in and for said state, personally appeared HERBERT M. HELLMAN AND DANA B. COBB, personally known to me (or 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 same.

WITNESS my hand and official seal.

[signature]
Notary Public in and for said State

LUCY ANN EARLEY
Notary Public, State of New York
No. 01-4637274
Qualified in Orange County
Certificate Filed in New York County
Commission Expires Oct. 31, 1994

750/3DIS/H3622-005/09-22-92/nan

92-206

City Agreement No. _____

CONSENT AND SUBORDINATION
OF SACPROP'S AND MACY'S CALIFORNIA, INC.'S SECOND MORTGAGEE

WILLIAM J. WADE, not individually, but solely in his capacity as Trustee for the benefit of the Banks and Ten Year Note Holders (~~which~~ as defined under the below referenced Deed of Trust) the Beneficiary under that certain Deed of Trust ("Deed of Trust") from R. H. MACY & CO., INC., a New York corporation and predecessor-in-interest to Macy's California, Inc., and SACPROP, a California corporation, dated July 10, 1986, and recorded in the Official Records of Sacramento County, California, as Book 86-07-14, Page 1274, hereby consents to the execution and acknowledgement by Sacprop and recordation in said Official Records of the within "Consent and Subordination of Sacprop" and the execution and acknowledgement by Macy and recordation in said Official Records of the within Parking Operation and Maintenance Agreement ("Agreement") and hereby agrees that the Deed of Trust shall be subject and subordinate to the terms of the Agreement.

WILLIAM J. WADE, not individually, but solely in his capacity as Trustee for the benefit of the Banks and Ten Year Note Holders ~~which~~ as such terms are defined under the Deed of Trust

William J. Wade

Attest: _____
Name: _____
Its: _____

STATE OF Delaware)
) ss.
COUNTY OF New Castle)

On April 13, ~~1992~~ 1993, before me, the undersigned, a notary public in and for said state, personally appeared William J. Wade, personally known to me (or 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 same.

WITNESS my hand and official seal.

Notary Public in and for said State

NOTARIAL SEAL
BARBARA A. WHEELER NOTARY PUBLIC
State of Delaware
Date of Appointment: June 20, 1992
My Commission Expires: June 20, 1994

City Resolution No. 92-206

750/3DIS/H3622-005/09-22-92/nan

CONSENT AND SUBORDINATION OF WEINSTOCK'S LANDLORD

FOSTER ASSOCIATES, a Connecticut limited partnership, the Landlord under that certain Lease ("Lease") from Foster Associates, a Connecticut limited partnership, to Carter Hawley Hale Stores, Inc. dated October 1, 1979, a Memorandum of which was recorded in the Official Records of Sacramento County, California, as Book No. 79-10-31, Page 2060, hereby consents to the execution and acknowledgement by Carter Hawley Hale Stores, Inc., a Delaware corporation, and recordation in said Official Records of the within Parking Operation and Maintenance Agreement ("Agreement") and hereby agrees that its interest in the Weinstock's Tract shall be subject and subordinate to the terms of the Agreement; provided that, following termination or expiration of the Lease, the landlord thereunder shall be recognized as, and afforded the protections of, an Involuntary Transferee under the Agreement, and in no event shall there be any recourse against such Involuntary Transferee except to the extent of its interest in the Weinstock's Tract.

FOSTER ASSOCIATES, a Connecticut limited partnership

By: _____
Name: Sidney Ingber
Its: General Partner

By: _____
Name: _____
Its: _____

STATE OF New York)
) ss.
COUNTY OF New York)

On July 9, 1993, before me, the undersigned, a notary public in and for said state, personally appeared Sidney Ingber, personally known to me (or 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 same.

WITNESS my hand and official seal.

Vivian B. Horner
Notary Public in and for said State

VIVIAN B. HORNER
NOTARY PUBLIC, State of New York
No. 31-4961930
Qualified in New York County
Commission Expires February 5, 1994

750/3DIS/H3622-005/09-22-92/nan

City Agreement No. 92-206

CONSENT AND SUBORDINATION OF
THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM, in its capacity as owner of the fee interest in the land of the Weinstock's Tract commencing on November 2, 2011 and as Beneficiary under that certain Deed of Trust ("Deed of Trust") dated December 1, 1979 from Foster Associates and Torpor Corporation and recorded in the Official Records of Sacramento County California, in Book 79-12-27, Page 866, hereby consents to the execution and acknowledgement by Carter Hawley Hale Stores, Inc., a Delaware corporation, and recordation in said Official Records of the within Parking Operation and Maintenance Agreement ("Agreement") to which this Consent and Subordination is attached and hereby agrees that its interest in the Weinstock's Tract and that the Deed of Trust shall be subject and subordinate to the terms of the Agreement; provided that, following termination or expiration of the Lease (as such term is defined in the Deed of Trust), the landlord thereunder shall be recognized as, and afforded the protections of, an Involuntary Transferee under the Agreement, and in no event shall there be any recourse against such Involuntary Transferee except to the extent of its interest in the Weinstock's Tract.

CALIFORNIA PUBLIC EMPLOYEES'
RETIREMENT SYSTEM, a _____

By: _____
Name: Alfonso Fernandez
Its: MORTGAGE INVESTMENT OFFICER

STATE OF California)
) ss.
COUNTY OF Sacramento)

On June 24, 1993, before me, Deborah L. Stokes a Notary Public in and for said state, personally appeared Alfonso Fernandez personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Deborah L. Stokes
Notary Public in and for said State

DEBORAH L. STOKES
NOTARY PUBLIC-CALIFORNIA
SACRAMENTO COUNTY
My Commission Expires Nov. 4, 1994

750/3DIS/H3622-005/09-22-92/nan

DNY Agreement No. 92-206

EXHIBIT A - PART I

All the land referred to in this description is located in the State of California, County of Sacramento, City of Sacramento, and is particularly described below.

Developer Property

PARCEL NO. 1:

That portion of "K" and 6th Streets in the City of Sacramento, County of Sacramento, State of California according to the official plat recorded in Book 1 of Maps, Map No. 3 records of said County, below elevation 0.00 feet and above the plane formed by the top of the upper level ceiling slab of the subterranean parking structure at approximately elevation 29.00 feet (more or less), described as follows:

Beginning at the intersection of the Northerly line of "K" Street, 80 feet in width, and the Westerly line of 7th Street 80 feet in width; thence North 71 deg. 30'17" West 360.76 feet along said Northerly line of "K" Street to a point on the centerline of 6th Street; thence South 18 deg. 27'12" West 40.0 feet along said centerline of 6th Street to a point on the centerline of "K" Street; thence South 18 deg. 29'28" West 23.33 feet along said centerline of 6th Street to a point on the Southerly line of said "K" Street, said point also being at the Northwest corner of Parcel U-5 of that certain parcel map entitled "Portion of blocks bounded by 5th, 7th, J and L Streets", recorded in the office of the Sacramento County Recorder on July 29, 1970, in Book 3 of Parcel Maps, at Page 24; thence along the Northerly and portion of the Easterly boundary of said Parcel U-5 the following four (4) courses: 1. South 71 deg. 30'32" East 5.06 feet, 2. North 18 deg. 29'28" East 1.00 foot, 3. South 71 deg. 30'32" East 14.83 feet and 4. South 18 deg. 29'28" West 74.00 feet; thence South 71 deg. 30'17" East 20.11 feet to the Easterly line of said 6th Street; thence North 18 deg. 29'28" East 56.33 feet along said Easterly line of 6th Street to a point on the Southerly line of said "K" Street; thence South 71 deg. 30'17" East 221.77 feet along said Southerly line of "K" Street to the beginning of a tangent curve concave Northerly having a radius of 38.50 feet, said point of curvature bears South 71 deg. 30'17" East 1.10 feet from the Northeast corner of the West 3/4 of Lot 3 of said block; thence Northerly 61.98 feet along said curve through a central angle of 92 deg. 13'58" to a point on the centerline of "K" Street; thence South 71 deg. 30'17" East 60.47 feet along said centerline of "K" Street to a point on the Southerly prolongation of the Westerly line of said 7th Street; thence North 18 deg. 31'53" East 40.00 feet along said Southerly prolongation of the Westerly line of 7th Street to the point of beginning.

PARCEL NO. 2:

That portion of block bounded by J and K Streets, 4th and 5th Streets in the City of Sacramento, County of Sacramento, State of California according to the official map or plan of said City together with a portion of Parcel B as shown on plat of "Portion of Block Bounded by 3rd - 5th, J & L Streets" recorded in Book 35 of Parcel Maps, Map No. 34, records of said County, below elevation 0.00 feet and above the plane formed by the top of the upper level ceiling slab of the subterranean parking structure at approximately elevation 29.00 feet (more or less), described as follows:

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Beginning at the most Easterly corner of said Parcel B, said point being on the Westerly line of 5th Street as shown on said map; thence North 71 deg. 30'59" West 110.38 feet along a portion of the Northerly line of said Parcel B to the Westerly line of the land described in the deed recorded in Book 83-12-30 Page 2602 of Official Records; thence North 18 deg. 28'58" East 72.75 feet along the last mentioned Westerly line; thence North 71 deg. 30'24" West 227.28 feet to a point on a line 24.00 feet East of and parallel with the centerline of 4th Street; thence South 18 deg. 28'07" West 50.54 feet along said parallel line; thence North 71 deg. 31'53" West 11.37 feet; thence South 07 deg. 59'36" West 22.63 feet to a point on said Northerly line of Parcel B; thence South 71 deg. 30'59" East 7.26 feet along a portion of said Northerly line of Parcel B to a point on a line 24.00 feet East of and parallel with the centerline of 4th Street; thence South 18 deg. 28'07" West 59.12 feet along the last mentioned parallel line; thence North 71 deg. 31'53" West 9.00 feet to a point on a line 15.00 feet East of and parallel with the centerline of 4th Street; thence South 18 deg. 28'07" West 99.58 feet along the last mentioned parallel line; thence North 71 deg. 31'53" West 8.00 feet to a point on a line 7.00 feet East of and parallel with the centerline of 4th Street; thence South 18 deg. 28'07" West 46.25 feet along the last mentioned parallel line; thence South 26 deg. 31'53" East 30.14 feet to a point on the Westerly prolongation of the Northerly boundary of the land described in the deed recorded in Book 4450 Page 349 of Official Records; thence South 71 deg. 37'08" East 333.26 feet along the last mentioned Westerly prolongation and Northerly boundary to a point on said Westerly line of 5th Street; thence North 18 deg. 29'17" East 225.66 feet along said Westerly line of 5th Street to the point of beginning.

The above described land is including the reciprocal right of structural support.

The above referenced elevations are based upon the City of Sacramento Bench Mark No. 51E2-2, elevation 29.283 feet.

PARCEL NO. 5:

A Leasehold Estate in and to the following described property:

All that certain property and space contained within Parcel No. 1, as said Parcel is shown on that certain amended Parcel Map entitled "Portion of Block bounded by 5th Street, 6th Street, "K" Street and "L" Street and Portion of 5th Street, as said Blocks and Streets are shown on that certain Record of Survey entitled 'Certain Blocks in Area Bounded by "J" and "N" Streets, 2nd and 8th Streets, City of Sacramento', recorded in Book 18 of Surveys, Map No. 2, Sacramento County Records, said Amended Parcel Map being recorded June 19, 1967, in the office of the Recorder of Sacramento County in Book 1 of Parcel Maps, at page 55.

PARCEL NO. 8:

All that certain space contained within a portion of 5th Street between "J" and "L" Streets in the City of Sacramento, County of Sacramento, State of California according to the official map or plan of said City, described as follows:

Beginning at the Northwest corner of Parcel No. 1 of that certain amended parcel map entitled "Portion of Block Bounded by 5th Street, 6th Street, K Street and L Street and a Portion of 5th Street and K Street as Said Blocks and Streets are

Shown on That Certain Record of Survey Entitled "Certain Blocks in That Area Bounded by J and N Streets, 2nd and 8th Streets, City of Sacramento", recorded in Book 18 of Surveys, Map No. 2, Sacramento County Records", said amended parcel map recorded on June 19, 1967 in the office of the Sacramento County Recorder in Book 1 of Parcel Maps, at Page 55; thence South 18 deg. 29'28" West 135.69 feet along the Westerly boundary of said Parcel No. 1; thence South 71 deg. 30'32" East 74.37 feet along the Southerly boundary of said Parcel No. 1 to a point on the Easterly line of 5th Street; thence South 18 deg. 29'28" West 28.59 feet along said Easterly line of 5th Street; thence North 71 deg. 30'32" West 84.02 feet to the Westerly line of said 5th Street; thence North 18 deg. 29'40" East 161.97 feet along said Westerly line of 5th Street to a point on the Southerly line of "K" Street; thence North 18 deg. 29'17" East 174.00 feet along said Westerly line of 5th Street; thence South 71 deg. 30'32" East 84.02 feet to a point on the Easterly line of said 5th Street; thence South 18 deg. 29'28" West 171.68 feet along said Easterly line of 5th Street to a point on the Northerly boundary of said Parcel No. 1; thence North 71 deg. 30'32" West 74.37 feet along said Northerly boundary of said Parcel No. 1 to the point of beginning.

Bounded vertically on the lower limit by a plane formed by the top of the beams supporting the deck of the existing underpass and the proposed underpass extension and on the upper limit by a plane at elevation 59.96 feet.

PARCEL NO. 9:

Beginning at the Northeast corner of said Parcel No. 1 of that certain amended parcel map described in Parcel NO. 8 above; thence South 18 deg. 29'28" West 135.69 feet along said Easterly boundary of said Parcel No. 1 to the Southerly boundary of said Parcel No. 1; thence North 71 deg. 30'32" West 4.30 feet along said Southerly boundary of said Parcel No. 1 to a point on the Easterly line of 5th Street; thence South 18 deg. 29'28" West 28.59 feet along said Easterly line of 5th Street; thence North 71 deg. 30'32" West 84.02 feet to a point on the Westerly line of said 5th Street; thence North 18 deg. 29'40" East 161.97 feet along said Westerly line of 5th Street to a point on the Southerly line of "K" Street; thence North 18 deg. 29'17" East 174.00 feet along said Westerly line of 5th Street; thence South 71 deg. 30'32" East 84.02 feet to a point on the Easterly line of said 5th Street; thence South 18 deg. 29'28" West 171.68 feet along said Easterly line of 5th Street to a point on the Northerly boundary of said Parcel No. 1; thence South 71 deg. 30'32" East 4.30 feet along said Northerly boundary of said Parcel No. 1 to the point of beginning.

Bounded vertically above elevation 59.96 feet and below elevation 85.00 feet.

PARCEL NO. 12:

Parcel U-1, as shown on the "Parcel Map Portion of Blocks bounded by 5th, 7th, J and L Streets", filed for record in the office of the Sacramento County Recorder on July 29, 1970, in Book 3 of Parcel Maps, at page 24.

EXCEPTING THEREFROM any portion of said property lying within Parcel G, as said Parcel is shown on the above referred to Parcel Map.

ALSO EXCEPTING THEREFROM all that certain parking structure and improvements related thereto (including, without limitations, all piles, pile caps, foundations, footing and structural elements thereof) lying within and beneath said Parcel G.

PARCEL NO 13:

Parcels U-2, U-4, U-5, A-2 and A-4, as shown on the "Parcel Map Portion of Blocks bounded by 5th, 7th, J and L Streets", filed for record in the office of the Sacramento County Recorder on July 29, 1970, in Book 3 of Parcel Maps, at Page 24.

TOGETHER WITH all right title and interest, if any, in and to Parcels M-1 and M-2, as shown on the "Parcel Map Portion of Blocks Bounded by 5th, 7th, J and L Streets", filed for record in the office of the Sacramento County Recorder on July 29, 1970 in Book 3 of Parcel Maps, at Page 24.

EXCEPTING THEREFROM any portion of said property lying within Parcels G, E-1 and E-2, as said Parcels are shown on the above referred to Parcel Map.

ALSO EXCEPTING THEREFROM all that certain parking structure and improvements related thereto (including, without limitation, all piles, pile caps, foundations, footing and structural elements thereof) lying within and beneath said Parcels G, E-1 and E-2.

PARCEL NO. 14:

Parcel U-3, as shown on the "Parcel Map Portion of Blocks bounded by 5th, 7th, J and L Streets", filed for record in the office of the Sacramento County Recorder on July 29, 1970, in Book 3 of Parcel Maps, at page 24.

EXCEPTING THEREFROM any portion of said property lying within Parcel G, as said Parcel is shown on the above referred to Parcel Map.

ALSO EXCEPTING THEREFROM all that certain parking structure and improvements related thereto (including, without limitations, all piles, pile caps, foundations, footing and structural elements thereof) lying within and beneath said Parcel G.

PARCEL NO. 17:

Parcels 1, 4 and 5, as shown on the Parcel Map entitled "A Portion of the Block bounded by J, K, 6th & 7th Streets as shown on 18 R.S.2", filed for record in Book 65 of Parcel Maps, at page 41, records of Sacramento County.

DEVELOPER LEASEHOLD PARCEL AT WEINSTOCKS

THOSE PORTIONS OF PARCELS W-1, F-1 AND F-2 OF THAT CERTAIN PARCEL MAP ENTITLED "LOTS 1, 2, 6, 7, 8, THE WEST 3/4 OF LOT 3 AND THE NORTH 20.00 FEET OF LOT 5 OF THE BLOCK BOUNDED BY K STREET MALL, L STREET, 6TH AND 7TH STREETS" IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA RECORDED ON MARCH 21, 1980 IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 56 OF PARCEL MAPS, AT PAGE 15, BOUNDED VERTICALLY ON THE LOWER LIMIT BY A PLANE REPRESENTING THE FINISHED SURFACE AT THE SECOND LEVEL AND ON THE UPPER LIMIT BY A PLANE REPRESENTING THE FINISHED SURFACE AT THE THIRD LEVEL OF THE WEINSTOCKS STRUCTURE, DESCRIBED AS FOLLOWS:

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BEGINNING AT THE MOST NORTHERLY CORNER OF PARCEL F-1 OF SAID PARCEL MAP DESCRIBED ABOVE, SAID POINT ALSO BEING AT THE INTERSECTION OF THE SOUTHERLY LINE OF FORMER K STREET, 80 FEET IN WIDTH, AND THE EASTERLY LINE OF FORMER 6TH STREET, 80 FEET IN WIDTH; THENCE FROM SAID POINT OF BEGINNING SOUTH 71° 30' 17" EAST 195.10 FEET ALONG A PORTION OF THE NORTHERLY BOUNDARY OF SAID PARCEL F-1 AND THE SOUTHERLY LINE OF FORMER K STREET; THENCE SOUTH 18° 29' 28" WEST 47.55 FEET; THENCE NORTH 71° 30' 32" WEST 71.58 FEET; THENCE NORTH 18° 29' 28" EAST 23.17 FEET; THENCE NORTH 71° 30' 32" WEST 9.25 FEET; THENCE NORTH 18° 29' 28" EAST 8.75 FEET; THENCE NORTH 71° 30' 32" WEST 24.00 FEET; THENCE SOUTH 18° 29' 28" WEST 8.75 FEET; THENCE NORTH 71° 30' 32" WEST 9.25 FEET; THENCE SOUTH 18° 29' 28" WEST 23.17 FEET; THENCE NORTH 71° 30' 32" WEST 50.75 FEET; THENCE SOUTH 18° 29' 28" WEST 6.67 FEET; THENCE NORTH 71° 30' 32" WEST 30.27 FEET TO A POINT ON THE WESTERLY BOUNDARY OF PARCEL F-2 OF SAID PARCEL MAP, SAID POINT ALSO BEING ON THE EASTERLY LINE OF SAID FORMER 6TH STREET; THENCE NORTH 18° 29' 28" EAST 54.23 FEET ALONG A PORTION OF SAID WESTERLY BOUNDARY OF PARCEL F-2 AND EASTERLY LINE OF FORMER 6TH STREET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.19 ACRE, MORE OR LESS.

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EXHIBIT A - PART II

City Tract

The land referred to in this description is in the State of California, County of Sacramento, City of Sacramento, and is described as follows:

LOT K:

PARCELS G, E-1, E-2, R-1, R-2, R-3 and U-6, AS SAID PARCELS ARE SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PORTION OF BLOCKS BOUNDED BY 5TH, 7TH, J AND L STREETS", RECORDED IN BOOK 3 OF PARCEL MAPS AT PAGE 24, RECORDS OF SAN DIEGO COUNTY.

TOGETHER WITH ALL THAT CERTAIN PARKING STRUCTURE AND IMPROVEMENTS RELATED THERETO (INCLUDING, WITHOUT LIMITATION, ALL PILES, PILE CAPS, FOUNDATIONS, FOOTINGS AND STRUCTURAL ELEMENTS THEREOF) LYING WITHIN AND BENEATH SAID PARCELS.

TOGETHER WITH AND SUBJECT TO ALL THOSE CERTAIN EASEMENTS, COVENANTS AND AGREEMENTS AS SET FORTH IN THE "AGREEMENT AND GRANTS OF EASEMENTS", RECORDED IN BOOK 71-03-16 AT PAGE 305 AT THE OFFICE OF THE COUNTY RECORDER OF SACRAMENTO COUNTY.

ASSESSOR'S PARCEL NUMBER 006-0087-033-0000
ASSESSOR'S PARCEL NUMBER 006-0087-038-0000
ASSESSOR'S PARCEL NUMBER 006-0087-039-0000
ASSESSOR'S PARCEL NUMBER 006-0087-040-0000
ASSESSOR'S PARCEL NUMBER 006-0087-041-0000
ASSESSOR'S PARCEL NUMBER 006-0087-035-0002
ASSESSOR'S PARCEL NUMBER 006-0087-036-0001
ASSESSOR'S PARCEL NUMBER 006-0087-036-0002
ASSESSOR'S PARCEL NUMBER 006-0087-036-0003
ASSESSOR'S PARCEL NUMBER 006-0087-037-0002

PARCELS G-1 AND G-4, AS SHOWN ON THAT CERTAIN PARCEL MAP OF LOTS 1, 2, 6, 7 AND 8, THE WEST 3/4 OF LOT 3 AND THE NORTH 20.00 FEET OF LOT 5, OF THE BLOCK BOUNDED BY K STREET MALL, L STREET, 6TH AND 7TH STREETS IN THE CITY OF SACRAMENTO, STATE OF CALIFORNIA AS SAID MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SACRAMENTO ON MARCH 21, 1980, BOOK 56 OF PARCEL MAPS, MAP NO. 15.

PARCELS 2 AND 3, AS SHOWN ON THE PARCEL MAP ENTITLED "A PORTION OF THE BLOCK BOUNDED BY J, K, 6TH & 7TH STREETS AS SHOWN ON 18 R.S.2", FILED FOR RECORD IN BOOK 65 OF PARCEL MAPS, AT PAGE 41, RECORDS OF SACRAMENTO COUNTY.

LOT G:

ALL THAT PORTION OF PARCEL B, AS SHOWN ON THAT CERTAIN PARCEL MAP RECORDED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY IN BOOK 35 OF PARCEL MAPS, AT PAGE 34, DESCRIBED AS FOLLOWS:

Beginning at the most Southerly corner of said Parcel B; thence from said point of beginning along the boundary of said Parcel B the following six (6) courses: (1) North 71 deg. 35'22" West 391.02 feet, (2) North 18 deg. 28'35" East 445.27 feet, (3) South 71 deg. 37'09" East 320.96 feet, (4) North 18 deg. 28'07" East 137.32 feet, (5) South 71 deg. 36'35" East 40.00 feet, and (6) South 71 deg. 30'59" East 24.00 feet; thence South 18 deg. 28'07" West 59.12 feet; thence North 71 deg. 31'53" West 9.00 feet; thence South 18 deg. 28'07" West 99.58 feet; thence North 71 deg. 31'53" West 8.00 feet; thence South 18 deg. 28'07" West 46.25 feet; thence South 26 deg. 31'53" East 30.14 feet; thence South 71 deg. 37'08"

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East 1.69 feet to said boundary of Parcel B; thence along said boundary South 18 deg. 28'06" West 356.47 feet to the point of beginning.

A PORTION OF ASSESSOR'S PARCEL NUMBER 006-0081-042-0000.

LOT U

THAT PORTION OF BLOCK BOUNDED BY J AND K STREETS, 4TH AND 5TH STREETS IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA ACCORDING TO THE OFFICIAL MAP OR PLAN OF SAID CITY TOGETHER WITH A PORTION OF PARCEL B AS SHOWN ON PLAT OF "PORTION OF BLOCK BOUNDED BY 3RD - 5TH , J & L STREETS" RECORDED IN BOOK 35 OF PARCEL MAPS, MAP NO. 34, RECORDS OF SAID COUNTY, ABOVE ELEVATION 0.00 FEET AND BELOW THE PLANE FORMED BY THE TOP OF THE UPPER LEVEL CEILING SLAB OF THE SUBTERRANEAN PARKING STRUCTURE AT APPROXIMATELY ELEVATION 29.00 FEET, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID PARCEL B, SAID POINT BEING ON THE WESTERLY LINE OF 5TH STREET AS SHOWN ON SAID MAP; THENCE NORTH 71° 30' 59" WEST 110.38 FEET ALONG A PORTION OF THE NORTHERLY LINE OF SAID PARCEL B TO THE WESTERLY LINE OF THE LAND DESCRIBED IN THE DEED RECORDED IN BOOK 83-12-30 PAGE 2602 OF OFFICIAL RECORDS; THENCE NORTH 18° 28' 58" EAST 72.75 FEET ALONG THE LAST MENTIONED WESTERLY LINE; THENCE NORTH 71° 30' 24" WEST 227.28 FEET TO A POINT ON A LINE 24.00 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF 4TH STREET; THENCE SOUTH 18° 28' 07" WEST 50.54 FEET ALONG SAID PARALLEL LINE; THENCE NORTH 71° 31' 53" WEST 11.37 FEET; THENCE SOUTH 07° 59' 36" WEST 22.63 FEET TO A POINT ON SAID NORTHERLY LINE OF PARCEL B; THENCE SOUTH 71° 30' 59" EAST 7.26 FEET ALONG A PORTION OF SAID NORTHERLY LINE OF PARCEL B TO A POINT ON A LINE 24.00 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF 4TH STREET; THENCE SOUTH 18° 28' 07" WEST 59.12 FEET ALONG THE LAST MENTIONED PARALLEL LINE; THENCE NORTH 71° 31' 53" WEST 9.00 FEET TO A POINT ON A LINE 15.00 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF 4TH STREET; THENCE SOUTH 18° 28' 07" WEST 99.58 FEET ALONG THE LAST MENTIONED PARALLEL LINE; THENCE NORTH 71° 31' 53" WEST 8.00 FEET TO A POINT ON A LINE 7.00 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF 4TH STREET; THENCE SOUTH 18° 28' 07" WEST 46.25 FEET ALONG THE LAST MENTIONED PARALLEL LINE; THENCE SOUTH 26° 31' 53" EAST 30.14 FEET TO A POINT ON THE WESTERLY PROLONGATION OF THE NORTHERLY BOUNDARY OF THE LAND DESCRIBED IN THE DEED RECORDED IN BOOK 4450 PAGE 349 OF OFFICIAL RECORDS; THENCE SOUTH 71° 37' 08" EAST 333.26 FEET ALONG THE LAST MENTIONED WESTERLY PROLONGATION AND NORTHERLY BOUNDARY TO A POINT ON SAID WESTERLY LINE OF 5TH STREET; THENCE NORTH 18° 29' 17" EAST 225.66 FEET ALONG SAID WESTERLY LINE OF 5TH STREET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 2.18 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED LAND IS INCLUDING THE RECIPROCAL RIGHT OF STRUCTURAL SUPPORT.

THE ABOVE REFERENCED ELEVATIONS ARE BASED UPON THE CITY OF SACRAMENTO BENCH MARK NO. 51E2-2, ELEVATION 29.283 FEET.

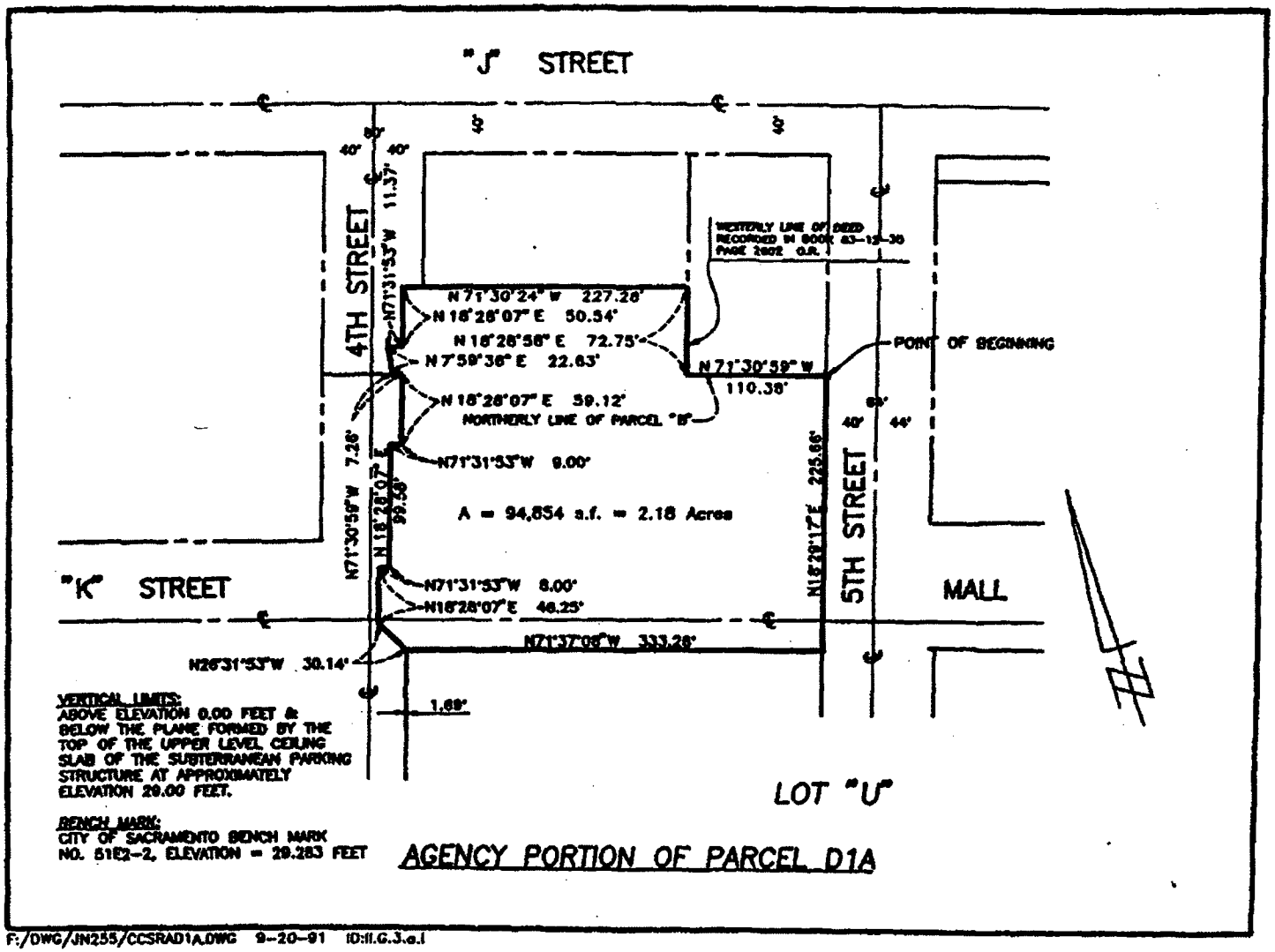

EXHIBIT A - PART II

City Council Ord. 92-206

EXHIBIT A - PART III

Macy Tract

The land referred to in this description is in the State of California, County of Sacramento, City of Sacramento, and is described as follows:

All that real property lying in or about the block bounded by K, L, 4th and 5th Streets, according to the official Map of Plat of the City of Sacramento, and as specifically shown on that Record of Survey entitled "Certain Blocks in Area bounded by J and P Streets, 3rd and 8th Streets, City of Sacramento", recorded in the office of the Recorder of Sacramento County, in Book 13 of Surveys, Map No. 18, more particularly described as follows:

BEGINNING at the point of intersection of the northerly line of said L Street with the westerly line of said 5th Street, said point of beginning is further described as being located North 18 degrees 29'20" East 40.00 feet and North 71 degrees 37'21" West 40.00 feet from an aluminum disc set in concrete stamped L.S. 2651-1958, said monument marking the point of intersection of the center line of said L Street with the center line of said 5th Street; thence from said point of beginning along the westerly line of said 5th Street, North 18 degrees 29'20" East 356.23 feet; thence along a line parallel to and 15.00 feet northerly from the southerly line of said K Street North 71 degrees 36'57" West 331.44 feet; thence along a line parallel to and 10.00 feet westerly from the easterly line of said 4th Street South 18 degrees 28'20" West 356.27 feet to the westerly projection of the Northerly line of said L Street; thence along the Westerly projection of and the northerly line of said L Street, South 71 degrees 37'21" East 331.34 feet to the point of beginning.

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City Agreement No.

EXHIBIT A - PART IV

Weinstock's Tract

The land referred to in this description is in the State of California, County of Sacramento, City of Sacramento, and is described as follows:

PARCEL NO. 1:

Lot 1, the West 1/4 of Lot 2, and Lots 6, 7 and 8, in the block bounded by 6th and 7th, "K" and "L" Streets of the City of Sacramento, according to the official plat thereof.

Together with the North 1/2 of the alley in the block bounded by 6th and 7th, "K" and "L" Streets of the City of Sacramento, according to the official plat thereof, lying between the East line of said 6th Street and the Southerly production of the East line of the West 1/4 of Lot 2 in said block, and the South 1/2 of the alley in the block bounded by 6th and 7th, "K" and "L" Streets of the City of Sacramento, according to the official plat thereof, lying between the East line of said 6th Street and the Northerly production of the East line of Lot 6 in said block.

PARCEL NO. 2:

The East 3/4 of Lot 2 and the West 3/4 of Lot 3, in the block bounded by 6th and 7th, "K" and "L" Streets of the City of Sacramento, according to the official plat thereof.

Together with the North 1/2 of the alley in the block bounded by 6th and 7th, "K" and "L" Streets of the City of Sacramento, according to the official plat thereof, lying between the Southerly production of West line of the East 3/4 of Lot 2 and the Southerly production of the East line of the West 3/4 of Lot 3 in said block.

PARCEL NO. 3:

The North 20.00 feet of Lot 5 in the block bounded by 6th and 7th, "K" and "L" Streets of the City of Sacramento, according to the official plat thereof.

Excepting therefrom the following described Parcels "A," "B" and "C:"

Parcel "A"

All that certain real property situate in the City of Sacramento, California, described as follows: Parcel G - 1

All that portion of the Block bounded by 6th and 7th, "K" and "L" Streets of the City of Sacramento, the official plat of which is recorded in Book 1 of Maps, Map No. 3, County of Sacramento, California, more particularly described as follows:

All that portion of said Block, lying between two horizontal planes, the upper of which having an elevation of 29.09 feet, and the lower of which having an elevation of 19.67 feet, as said elevations are referred to a brass disc set in concrete on top of the North and of a concrete wall located at the Southeast corner of 5th and "J" Streets marked "City of Sacramento, elevation 28.28, February, 1970", more particularly described as follows:

Beginning at a point on the West line of Lot 8 of said block, from which the Southwest corner thereof bears South 18 degrees 29'30" West 16.78 feet, and running thence along the East line of 6th Street, North 18 degrees 29'30" East 232.84 feet, to the Northwest corner of Lot 1 of said Block; thence along the South line of "K" Street South 71 degrees 29'30" East 220.67 feet, to the Northeast

corner of the West 3/4 of Lot 3 of said Block; thence along the East line of the West 3/4 of said Lot 3, and the Southerly productions thereof, South 18 degrees 29'51" West 180.25 feet, to a point on the North line of Lot 6 of said Block; thence along the North line of said Lot 6, South 71 degrees 31'17" East 0.06 feet, to a point from which the Northeast corner of said Lot 6 bears South 71 degrees 31'17" East 20.00 feet, thence South 18 degrees 29'40" West 126.17 feet; thence South 71 degrees 33'00" East 10.50 feet; thence South 18 degrees 27'00" West 34.00 feet, to a point on the Southerly face of the building sited within portions of Lots 1, 2, 3, 6, 7 and 8 of said Block, from which point the Southeast corner of said Lot 6 bears South 71 degrees 33'00" East 9.46 feet and South 18 degrees 29'53" West 0.07 feet; thence along the Southerly face of said building, North 71 degrees 33'00" West 27.00 feet; thence North 18 degrees 27'00" East 16.71 feet; thence North 71 degrees 33'00" West 88.09 feet; thence North 18 degrees 27'00" East 2.12 feet; thence North 71 degrees 33'00" West 2.67 feet; thence North 18 degrees 27'0" East 23.28 feet; thence North 71 degrees 33'00" West 22.38 feet; thence South 18 degrees 27'00" West 23.34 feet; thence North 71 degrees 33'00" West 2.65 feet;1 thence South 18 degrees 27'00" West 2.20 feet; thence North 71 degrees 27'30" West 88.43 feet, to the point of beginning:

Excepting therefrom the following described parcel:

Beginning at point on the North line of Lot 6 of said Block, from which the Northeast corner thereof bears South 71 degrees 31'17" East 20.00 feet, said point of beginning having an elevation 29.09 feet, and running thence horizontally South 18 degrees 29'40" West 119.17 feet, to a point on the Northerly face of the loading dock of the building sited within portions of Lots 1, 2, 3, 6, 7 and 8 of said Block; thence horizontally along the Northerly face of said loading dock, the Easterly face of said building, and the Southerly face of the portion of said building lying within Lot 3 of said Block and lying below elevation 29.09 feet, the following three (3) courses and distances: (1) North 71 degrees 33'00" West 16.47 feet, (2) North 18 degrees 27'00" East 172.99 feet and (3) South 71 degrees 33'00" East 16.55 feet, to a point on the East line of the West 3/4 of Lot 3 of said Block; thence horizontally along the East line of the West 3/4 of said Lot 3, South 18 degrees 29'51" West 53.82 feet, to a point on the North line of said Lot 6" thence horizontally along the North line of said Lot 6, South 71 degrees 31'17" East 0.06 feet, to the point of beginning; thence vertically downward 9.42 feet, to a point having an elevation of 19.67 feet; thence horizontally South 18 degrees 29'40" West 19.17 feet; thence along an inclined plane, rising Southwesterly with a zenith distance of 84 degrees 44'00" South 18 degrees 29'40" West 60.25 feet measured along said inclined plane (horizontal distance = 60.00 feet) to an elevation of 25.20 feet; thence along an inclined plane, rising Southwesterly with a zenith distance of 89 degrees 34'15", South 18 degrees 29.40" West 40.00 feet measured along said inclined plane (horizontal distance = 40 feet) to an elevation of 25.50 feet on the Northerly face of said loading dock; thence horizontally along the Northerly face of said loading dock, North 71 degrees 33'00" West 16.47 feet, to a point on the Easterly face of said building; thence along the Easterly face of said building the following three (3) courses and distances: (1) along an inclined plane, falling Northeasterly with a zenith distance of 90 degrees 25'45", North 18 degrees 27'00" East 40.00 feet measured along said inclined plane (horizontal distance = 40.00 feet) to an elevation of 25.20 feet, (2) along an inclined plane, falling Northeasterly with a zenith distance of 90 degrees 16'00", North 18 degrees 27'00" East 60.25 feet measured along said inclined plane (horizontal distance = 60.00 feet) North 18 degrees 27'00" East 72.99 feet, to a point on the Southerly face of said building lying below elevation of 29.98 feet; thence horizontally along said Southerly face South 71 degrees 33'00" East 16.55 feet, to a point of the East line of the West 3/4 of Lot 3 of said Block; thence horizontally along the East line of the West 3/4 of said Lot 3, South 18 degrees 29'51" West 53.82 feet, to a point on the North line of Lot 6 of said Block; thence horizontally along the North line of said Lot 6 South 71 degrees 31'17" East 0.06 feet, to a point from which the Northeast corner of said Lot 6 bears South 71

degrees 31'17" East 20.00 feet, at an elevation of 19.67 feet; thence vertically upward 9.42 feet to the point of beginning.

Parcel "B"

All that certain real property situate in the City of Sacramento, California, described as follows: G -4

All that portion of the Block bounded by 6th and 7th, "K" and "L" Streets of the City of Sacramento, the official plat of which is recorded in Book 1 of Maps, Map No. 3, County of Sacramento, California, more particularly described as follows:

All that portion of said Block, lying between two horizontal planes, the upper of which having an elevation of 19.67 feet, and the lower of which having an elevation of 0.00 feet, as said elevations are referred to a brass disc set in concrete on top of the North end of a concrete wall located at the Southeast corner of 5th and "J" Streets marked "City of Sacramento, elevation 28.28, February, 1970", more particularly described as follows:

Beginning at the Northwest corner of Lot 1 of said Block, and running thence along the South line of "K" Street, South 71 degrees 29'30" East 220.67 feet, to the Northeast corner of the West 3/4 of Lot 3 of said Block; thence along the East line of the West 3/4 of said Lot 3, and the Southerly productions thereof, South 18 degrees 29'51" West 180.25 feet, to a point on the North line of Lot 6 of said Block, thence along the North line of said Lot 6, South 71 degrees 31'17" East 0.06 feet, to a point from which the Northeast corner of said Lot 6 bears South 71 degrees 31'17" East 20.00 feet; thence South 18 degrees 29'40" West 126.17 feet; thence South 71 degrees 33'00" East 10.50 feet; thence South 18 degrees 27'00" West 34.00 feet; thence South 71 degrees 33'00" East 9.46 feet, to a point on the East line of Lot 6 of said Block; thence along the East line of said Lot 6, South 18 degrees 29'53" West 0.07 feet, to the Southeast corner thereof; thence along the North line of "L" Street, North 71 degrees 33'00" West 240.69 feet, to the Southwest corner of Lot 8 of said Block; thence along the East line of 6th Street, North 18 degrees 29'30" East 340.72 feet, to the point of beginning.

Parcel "C"

THOSE PORTIONS OF PARCELS W-1, F-1 AND F-2 OF THAT CERTAIN PARCEL MAP ENTITLED "LOTS 1, 2, 6, 7, 8, THE WEST 3/4 OF LOT 3 AND THE NORTH 20.00 FEET OF LOT 5 OF THE BLOCK BOUNDED BY K STREET MALL, L STREET, 6TH AND 7TH STREETS" IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA RECORDED ON MARCH 21, 1980 IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 56 OF PARCEL MAPS, AT PAGE 15, BOUNDED VERTICALLY ON THE LOWER LIMIT BY A PLANE REPRESENTING THE FINISHED SURFACE AT THE SECOND LEVEL AND ON THE UPPER LIMIT BY A PLANE REPRESENTING THE FINISHED SURFACE AT THE THIRD LEVEL OF THE WEINSTOCKS STRUCTURE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF PARCEL F-1 OF SAID PARCEL MAP DESCRIBED ABOVE, SAID POINT ALSO BEING AT THE INTERSECTION OF THE SOUTHERLY LINE OF FORMER K STREET, 80 FEET IN WIDTH, AND THE EASTERLY LINE OF FORMER 6TH STREET, 80 FEET IN WIDTH; THENCE FROM SAID POINT OF BEGINNING SOUTH 71° 30' 17" EAST 195.10 FEET ALONG A PORTION OF THE NORTHERLY BOUNDARY OF SAID PARCEL F-1 AND THE SOUTHERLY LINE OF FORMER K STREET; THENCE SOUTH 18° 29' 28" WEST 47.55 FEET; THENCE NORTH 71° 30' 32" WEST 71.58 FEET; THENCE NORTH 18° 29' 28" EAST 23.17 FEET; THENCE NORTH 71° 30' 32" WEST 9.25 FEET; THENCE NORTH 18° 29' 28" EAST 8.75 FEET; THENCE NORTH 71° 30' 32" WEST 24.00 FEET; THENCE SOUTH 18° 29' 28" WEST 8.75 FEET; THENCE NORTH 71° 30' 32" WEST 9.25 FEET; THENCE SOUTH 18° 29' 28" WEST 23.17 FEET; THENCE NORTH 71° 30' 32" WEST 30.75 FEET; THENCE SOUTH 18° 29' 28" WEST 6.67 FEET; THENCE NORTH 71° 30' 32" WEST 30.27 FEET TO A POINT ON THE WESTERLY BOUNDARY OF PARCEL F-2 OF SAID PARCEL MAP, SAID POINT ALSO BEING ON THE EASTERLY LINE OF SAID FORMER 6TH STREET; THENCE NORTH 18° 29' 28" EAST 54.23 FEET ALONG A PORTION OF SAID WESTERLY BOUNDARY OF PARCEL F-2 AND EASTERLY LINE OF FORMER 6TH STREET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.19 ACRE, MORE OR LESS.

City Agreement No. 92-206

EXHIBIT A - PART V

Project Site

The land referred to in this description is located in the State of California, County of Sacramento, City of Sacramento, and is described as follows:

Developer Property

PARCEL NO. 1:

That portion of "K" and 6th Streets in the City of Sacramento, County of Sacramento, State of California according to the official plat recorded in Book 1 of Maps, Map No. 3 records of said County, below elevation 0.00 feet and above the plane formed by the top of the upper level ceiling slab of the subterranean parking structure at approximately elevation 29.00 feet (more or less), described as follows:

Beginning at the intersection of the Northerly line of "K" Street, 80 feet in width, and the Westerly line of 7th Street 80 feet in width; thence North 71 deg. 30'17" West 360.76 feet along said Northerly line of "K" Street to a point on the centerline of 6th Street; thence South 18 deg. 27'12" West 40.0 feet along said centerline of 6th Street to a point on the centerline of "K" Street; thence South 18 deg. 29'28" West 23.33 feet along said centerline of 6th Street to a point on the Southerly line of said "K" Street, said point also being at the Northwest corner of Parcel U-5 of that certain parcel map entitled "Portion of blocks bounded by 5th, 7th, J and L Streets", recorded in the office of the Sacramento County Recorder on July 29, 1970, in Book 3 of Parcel Maps, at Page 24; thence along the Northerly and portion of the Easterly boundary of said Parcel U-5 the following four (4) courses: 1. South 71 deg. 30'32" East 5.06 feet, 2. North 18 deg. 29'28" East 1.00 foot, 3. South 71 deg. 30'32" East 14.83 feet and 4. South 18 deg. 29'28" West 74.00 feet; thence South 71 deg. 30'17" East 20.11 feet to the Easterly line of said 6th Street; thence North 18 deg. 29'28" East 56.33 feet along said Easterly line of 6th Street to a point on the Southerly line of said "K" Street; thence South 71 deg. 30'17" East 221.77 feet along said Southerly line of "K" Street to the beginning of a tangent curve concave Northerly having a radius of 38.50 feet, said point of curvature bears South 71 deg. 30'17" East 1.10 feet from the Northeast corner of the West 3/4 of Lot 3 of said block; thence Northerly 61.98 feet along said curve through a central angle of 92 deg. 13'58" to a point on the centerline of "K" Street; thence South 71 deg. 30'17" East 60.47 feet along said centerline of "K" Street to a point on the Southerly prolongation of the Westerly line of said 7th Street; thence North 18 deg. 31'53" East 40.00 feet along said Southerly prolongation of the Westerly line of 7th Street to the point of beginning.

PARCEL NO. 2:

That portion of block bounded by J and K Streets, 4th and 5th Streets in the City of Sacramento, County of Sacramento, State of California according to the official map or plan of said City together with a portion of Parcel B as shown on plat of "Portion of Block Bounded by 3rd - 5th, J & L Streets" recorded in Book 35 of Parcel Maps, Map No. 34, records of said County, below elevation 0.00 feet and above the plane formed by the top of the upper level ceiling slab of the subterranean parking structure at approximately elevation 29.00 feet (more or less), described as follows:

Beginning at the most Easterly corner of said Parcel B, said point being on the Westerly line of 5th Street as shown on said map; thence North 71 deg. 30'59" West 110.38 feet along a portion of the Northerly line of said Parcel B to the Westerly line of the land described in the deed recorded in Book 83-12-30 Page 2602 of Official Records; thence North 18 deg. 28'58" East 72.75 feet along the last mentioned Westerly line; thence North 71 deg. 30'24" West 227.28 feet to a point on a line 24.00 feet East of and parallel with the centerline of 4th Street; thence South 18 deg. 28'07" West 50.54 feet along said parallel line; thence North 71 deg. 31'53" West 11.37 feet; thence South 07 deg. 59'36" West 22.63 feet to a point on said Northerly line of Parcel B; thence South 71 deg. 30'59" East 7.26 feet along a portion of said Northerly line of Parcel B to a point on a line 24.00 feet East of and parallel with the centerline of 4th Street; thence South 18 deg. 28'07" West 59.12 feet along the last mentioned parallel line; thence North 71 deg. 31'53" West 9.00 feet to a point on a line 15.00 feet East of and parallel with the centerline of 4th Street; thence South 18 deg. 28'07" West 99.58 feet along the last mentioned parallel line; thence North 71 deg. 31'53" West 8.00 feet to a point on a line 7.00 feet East of and parallel with the centerline of 4th Street; thence South 18 deg. 28'07" West 46.25 feet along the last mentioned parallel line; thence South 26 deg. 31'53" East 30.14 feet to a point on the Westerly prolongation of the Northerly boundary of the land described in the deed recorded in Book 4450 Page 349 of Official Records; thence South 71 deg. 37'08" East 333.26 feet along the last mentioned Westerly prolongation and Northerly boundary to a point on said Westerly line of 5th Street; thence North 18 deg. 29'17" East 225.66 feet along said Westerly line of 5th Street to the point of beginning.

The above described land is including the reciprocal right of structural support.

The above referenced elevations are based upon the City of Sacramento Bench Mark No. 51E2-2, elevation 29.283 feet.

PARCEL NO. 5:

A Leasehold Estate in and to the following described property:

All that certain property and space contained within Parcel No. 1, as said Parcel is shown on that certain amended Parcel Map entitled "Portion of Block bounded by 5th Street, 6th Street, "K" Street and "L" Street and Portion of 5th Street, as said Blocks and Streets are shown on that certain Record of Survey entitled 'Certain Blocks in Area Bounded by "J" and "N" Streets, 2nd and 8th Streets, City of Sacramento', recorded in Book 18 of Surveys, Map No. 2, Sacramento County Records, said Amended Parcel Map being recorded June 19, 1967, in the office of the Recorder of Sacramento County in Book 1 of Parcel Maps, at page 55.

PARCEL NO. 8:

All that certain space contained within a portion of 5th Street between "J" and "L" Streets in the City of Sacramento, County of Sacramento, State of California according to the official map or plan of said City, described as follows:

Beginning at the Northwest corner of Parcel No. 1 of that certain amended parcel map entitled "Portion of Block Bounded by 5th Street, 6th Street, K Street and L Street and a Portion of 5th Street and K Street as Said Blocks and Streets are

Shown on That Certain Record of Survey Entitled "Certain Blocks in That Area Bounded by J and N Streets, 2nd and 8th Streets, City of Sacramento", recorded in Book 18 of Surveys, Map No. 2, Sacramento County Records", said amended parcel map recorded on June 19, 1967 in the office of the Sacramento County Recorder in Book 1 of Parcel Maps, at Page 55; thence South 18 deg. 29'28" West 135.69 feet along the Westerly boundary of said Parcel No. 1; thence South 71 deg. 30'32" East 74.37 feet along the Southerly boundary of said Parcel No. 1 to a point on the Easterly line of 5th Street; thence South 18 deg. 29'28" West 28.59 feet along said Easterly line of 5th Street; thence North 71 deg. 30'32" West 84.02 feet to the Westerly line of said 5th Street; thence North 18 deg. 29'40" East 161.97 feet along said Westerly line of 5th Street to a point on the Southerly line of "K" Street; thence North 18 deg. 29'17" East 174.00 feet along said Westerly line of 5th Street; thence South 71 deg. 30'32" East 84.02 feet to a point on the Easterly line of said 5th Street; thence South 18 deg. 29'28" West 171.68 feet along said Easterly line of 5th Street to a point on the Northerly boundary of said Parcel No. 1; thence North 71 deg. 30'32" West 74.37 feet along said Northerly boundary of said Parcel No. 1 to the point of beginning.

Bounded vertically on the lower limit by a plane formed by the top of the beams supporting the deck of the existing underpass and the proposed underpass extension and on the upper limit by a plane at elevation 59.96 feet.

PARCEL NO. 9:

Beginning at the Northeast corner of said Parcel No. 1 of that certain amended parcel map described in Parcel NO. 8 above; thence South 18 deg. 29'28" West 135.69 feet along said Easterly boundary of said Parcel No. 1 to the Southerly boundary of said Parcel No. 1; thence North 71 deg. 30'32" West 4.30 feet along said Southerly boundary of said Parcel No. 1 to a point on the Easterly line of 5th Street; thence South 18 deg. 29'28" West 28.59 feet along said Easterly line of 5th Street; thence North 71 deg. 30'32" West 84.02 feet to a point on the Westerly line of said 5th Street; thence North 18 deg. 29'40" East 161.97 feet along said Westerly line of 5th Street to a point on the Southerly line of "K" Street; thence North 18 deg. 29'17" East 174.00 feet along said Westerly line of 5th Street; thence South 71 deg. 30'32" East 84.02 feet to a point on the Easterly line of said 5th Street; thence South 18 deg. 29'28" West 171.68 feet along said Easterly line of 5th Street to a point on the Northerly boundary of said Parcel No. 1; thence South 71 deg. 30'32" East 4.30 feet along said Northerly boundary of said Parcel No. 1 to the point of beginning.

Bounded vertically above elevation 59.96 feet and below elevation 85.00 feet.

PARCEL NO. 12:

Parcel U-1, as shown on the "Parcel Map Portion of Blocks bounded by 5th, 7th, J and L Streets", filed for record in the office of the Sacramento County Recorder on July 29, 1970, in Book 3 of Parcel Maps, at page 24.

EXCEPTING THEREFROM any portion of said property lying within Parcel G, as said Parcel is shown on the above referred to Parcel Map.

ALSO EXCEPTING THEREFROM all that certain parking structure and improvements related thereto (including, without limitations, all piles, pile caps, foundations, footing and structural elements thereof) lying within and beneath said Parcel G.

PARCEL NO 13:

Parcels U-2, U-4, U-5, A-2 and A-4, as shown on the "Parcel Map Portion of Blocks bounded by 5th, 7th, J and L Streets", filed for record in the office of the Sacramento County Recorder on July 29, 1970, in Book 3 of Parcel Maps, at Page 24.

TOGETHER WITH all right title and interest, if any, in and to Parcels M-1 and M-2, as shown on the "Parcel Map Portion of Blocks Bounded by 5th, 7th, J and L Streets", filed for record in the office of the Sacramento County Recorder on July 29, 1970 in Book 3 of Parcel Maps, at Page 24.

EXCEPTING THEREFROM any portion of said property lying within Parcels G, E-1 and E-2, as said Parcels are shown on the above referred to Parcel Map.

ALSO EXCEPTING THEREFROM all that certain parking structure and improvements related thereto (including, without limitation, all piles, pile caps, foundations, footing and structural elements thereof) lying within and beneath said Parcels G, E-1 and E-2.

PARCEL NO. 14:

Parcel U-3, as shown on the "Parcel Map Portion of Blocks bounded by 5th, 7th, J and L Streets", filed for record in the office of the Sacramento County Recorder on July 29, 1970, in Book 3 of Parcel Maps, at page 24.

EXCEPTING THEREFROM any portion of said property lying within Parcel G, as said Parcel is shown on the above referred to Parcel Map.

ALSO EXCEPTING THEREFROM all that certain parking structure and improvements related thereto (including, without limitations, all piles, pile caps, foundations, footing and structural elements thereof) lying within and beneath said Parcel G.

PARCEL NO. 17:

Parcels 1, 4 and 5, as shown on the Parcel Map entitled "A Portion of the Block bounded by J, K, 6th & 7th Streets as shown on 18 R.S.2", filed for record in Book 65 of Parcel Maps, at page 41, records of Sacramento County.

DEVELOPER LEASEHOLD PARCEL AT WEINSTOCKS

THOSE PORTIONS OF PARCELS W-1, F-1 AND F-2 OF THAT CERTAIN PARCEL MAP ENTITLED "LOTS 1, 2, 6, 7, 8, THE WEST 3/4 OF LOT 3 AND THE NORTH 20.00 FEET OF LOT 5 OF THE BLOCK BOUNDED BY K STREET MALL, L STREET, 6TH AND 7TH STREETS" IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA RECORDED ON MARCH 21, 1980 IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 56 OF PARCEL MAPS, AT PAGE 15, BOUNDED VERTICALLY ON THE LOWER LIMIT BY A PLANE REPRESENTING THE FINISHED SURFACE AT THE SECOND LEVEL AND ON THE UPPER LIMIT BY A PLANE REPRESENTING THE FINISHED SURFACE AT THE THIRD LEVEL OF THE WEINSTOCKS STRUCTURE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF PARCEL F-1 OF SAID PARCEL MAP DESCRIBED ABOVE, SAID POINT ALSO BEING AT THE INTERSECTION OF THE SOUTHERLY LINE OF FORMER K STREET, 80 FEET IN WIDTH, AND THE EASTERLY LINE OF FORMER 6TH STREET, 80 FEET IN WIDTH; THENCE FROM SAID POINT OF BEGINNING SOUTH 71° 30' 17" EAST 195.10 FEET ALONG A PORTION OF THE NORTHERLY BOUNDARY OF SAID PARCEL F-1 AND THE SOUTHERLY LINE OF FORMER K STREET; THENCE SOUTH 18° 29' 28" WEST 47.55 FEET; THENCE NORTH 71° 30' 32" WEST 71.58 FEET; THENCE NORTH 18° 29' 28" EAST 23.17 FEET; THENCE NORTH 71° 30' 32" WEST 9.25 FEET; THENCE NORTH 18° 29' 28" EAST

8.75 FEET; THENCE NORTH 71° 30' 32" WEST 24.00 FEET; THENCE SOUTH 18° 29' 28" WEST 8.75 FEET; THENCE NORTH 71° 30' 32" WEST 9.25 FEET; THENCE SOUTH 18° 29' 28" WEST 23.17 FEET; THENCE NORTH 71° 30' 32" WEST 50.75 FEET; THENCE SOUTH 18° 29' 28" WEST 6.67 FEET; THENCE NORTH 71° 30' 32" WEST 30.27 FEET TO A POINT ON THE WESTERLY BOUNDARY OF PARCEL F-2 OF SAID PARCEL MAP, SAID POINT ALSO BEING ON THE EASTERLY LINE OF SAID FORMER 6TH STREET; THENCE NORTH 18° 29' 28" EAST 54.23 FEET ALONG A PORTION OF SAID WESTERLY BOUNDARY OF PARCEL F-2 AND EASTERLY LINE OF FORMER 6TH STREET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.19 ACRE, MORE OR LESS.

City Tract

LOT K:

PARCELS G, E-1, E-2, R-1, R-2, R-3 and U-6, AS SAID PARCELS ARE SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PORTION OF BLOCKS BOUNDED BY 5TH, 7TH, J AND L STREETS", RECORDED IN BOOK 3 OF PARCEL MAPS AT PAGE 24, RECORDS OF SAN DIEGO COUNTY.

TOGETHER WITH ALL THAT CERTAIN PARKING STRUCTURE AND IMPROVEMENTS RELATED THERETO (INCLUDING, WITHOUT LIMITATION, ALL PILES, PILE CAPS, FOUNDATIONS, FOOTINGS AND STRUCTURAL ELEMENTS THEREOF) LYING WITHIN AND BENEATH SAID PARCELS.

TOGETHER WITH AND SUBJECT TO ALL THOSE CERTAIN EASEMENTS, COVENANTS AND AGREEMENTS AS SET FORTH IN THE "AGREEMENT AND GRANTS OF EASEMENTS", RECORDED IN BOOK 71-03-16 AT PAGE 305 AT THE OFFICE OF THE COUNTY RECORDER OF SACRAMENTO COUNTY.

ASSESSOR'S PARCEL NUMBER 006-0087-033-0000
ASSESSOR'S PARCEL NUMBER 006-0087-038-0000
ASSESSOR'S PARCEL NUMBER 006-0087-039-0000
ASSESSOR'S PARCEL NUMBER 006-0087-040-0000
ASSESSOR'S PARCEL NUMBER 006-0087-041-0000
ASSESSOR'S PARCEL NUMBER 006-0087-035-0002
ASSESSOR'S PARCEL NUMBER 006-0087-036-0001
ASSESSOR'S PARCEL NUMBER 006-0087-036-0002
ASSESSOR'S PARCEL NUMBER 006-0087-036-0003
ASSESSOR'S PARCEL NUMBER 006-0087-037-0002

PARCELS G-1 AND G-4, AS SHOWN ON THAT CERTAIN PARCEL MAP OF LOTS 1, 2, 6, 7 AND 8, THE WEST 3/4 OF LOT 3 AND THE NORTH 20.00 FEET OF LOT 5, OF THE BLOCK BOUNDED BY K STREET MALL, L STREET, 6TH AND 7TH STREETS IN THE CITY OF SACRAMENTO, STATE OF CALIFORNIA AS SAID MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SACRAMENTO ON MARCH 21, 1980, BOOK 56 OF PARCEL MAPS, MAP NO. 15.

PARCELS 2 AND 3, AS SHOWN ON THE PARCEL MAP ENTITLED "A PORTION OF THE BLOCK BOUNDED BY J, K, 6TH & 7TH STREETS AS SHOWN ON 18 R.S.2", FILED FOR RECORD IN BOOK 65 OF PARCEL MAPS, AT PAGE 41, RECORDS OF SACRAMENTO COUNTY.

LOT G:

ALL THAT PORTION OF PARCEL B, AS SHOWN ON THAT CERTAIN PARCEL MAP RECORDED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY IN BOOK 35 OF PARCEL MAPS, AT PAGE 34, DESCRIBED AS FOLLOWS:

Beginning at the most Southerly corner of said Parcel B; thence from said point of beginning along the boundary of said Parcel B the following six (6) courses: (1) North 71 deg. 35'22" West 391.02 feet, (2) North 18 deg. 28'35" East 445.27 feet, (3) South 71 deg. 37'09" East 320.96 feet, (4) North 18 deg. 28'07" East 137.32 feet, (5) South 71 deg. 36'35" East 40.00 feet, and (6) South 71 deg. 30'59" East 24.00 feet; thence South 18 deg. 28'07" West 59.12 feet; thence North 71 deg. 31'53" West 9.00 feet; thence South 18 deg. 28'07" West 99.58 feet; thence North 71 deg. 31'53" West 8.00 feet; thence South 18 deg. 28'07" West 46.25 feet; thence South 26 deg. 31'53" East 30.14 feet; thence South 71 deg. 37'08"

East 1.69 feet to said boundary of Parcel B; thence along said boundary South 18 deg. 28'06" West 356.47 feet to the point of beginning.

A PORTION OF ASSESSOR'S PARCEL NUMBER 006-0081-042-0000.

LOT U

THAT PORTION OF BLOCK BOUNDED BY J AND K STREETS, 4TH AND 5TH STREETS IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA ACCORDING TO THE OFFICIAL MAP OR PLAN OF SAID CITY TOGETHER WITH A PORTION OF PARCEL B AS SHOWN ON PLAT OF "PORTION OF BLOCK BOUNDED BY 3RD - 5TH , J & L STREETS" RECORDED IN BOOK 35 OF PARCEL MAPS, MAP NO. 34, RECORDS OF SAID COUNTY, ABOVE ELEVATION 0.00 FEET AND BELOW THE PLANE FORMED BY THE TOP OF THE UPPER LEVEL CEILING SLAB OF THE SUBTERRANEAN PARKING STRUCTURE AT APPROXIMATELY ELEVATION 29.00 FEET, DESCRIBED AS FOLLOWS:

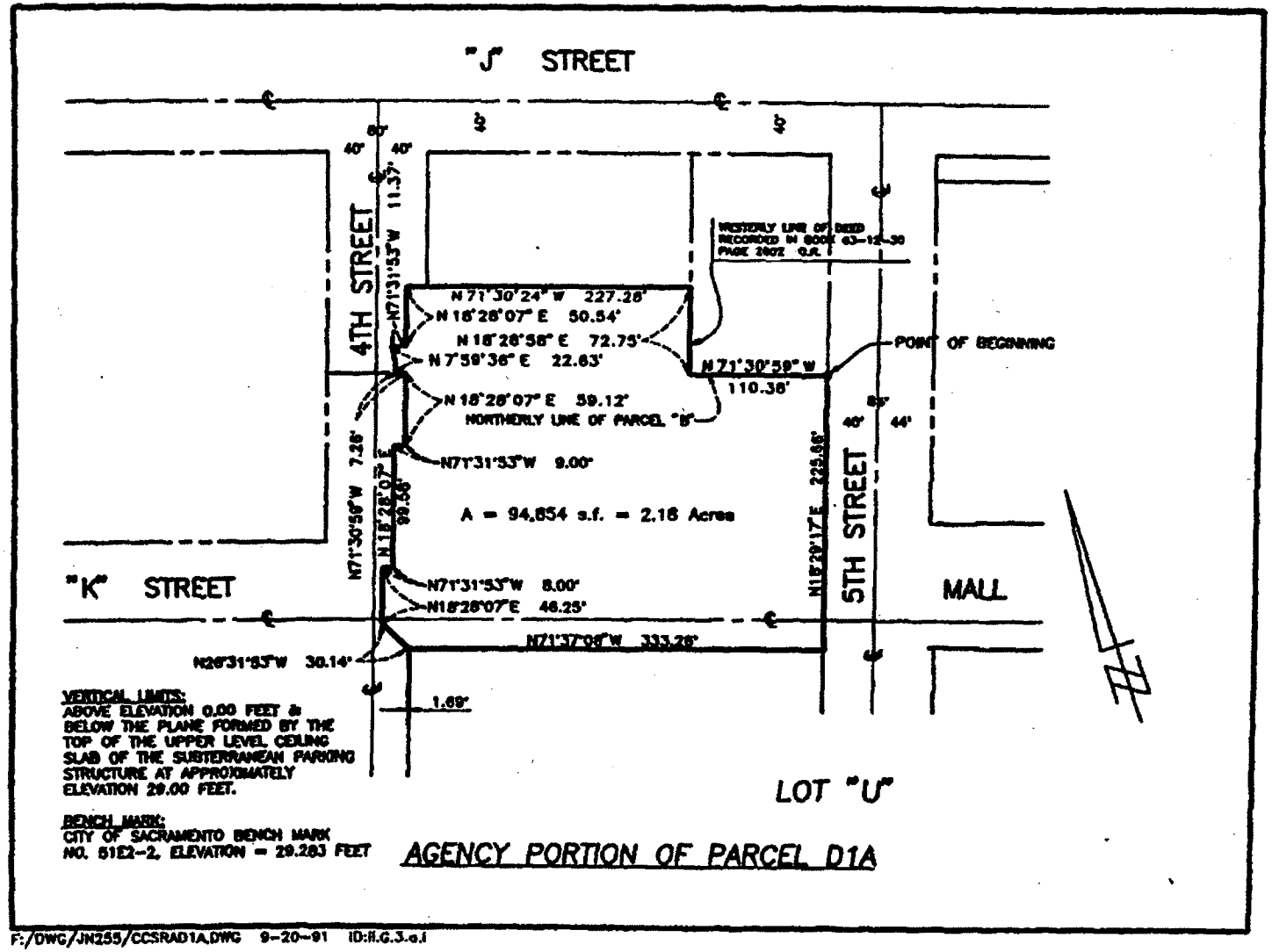
BEGINNING AT THE MOST EASTERLY CORNER OF SAID PARCEL B, SAID POINT BEING ON THE WESTERLY LINE OF 5TH STREET AS SHOWN ON SAID MAP; THENCE NORTH 71° 30' 59" WEST 110.38 FEET ALONG A PORTION OF THE NORTHERLY LINE OF SAID PARCEL B TO THE WESTERLY LINE OF THE LAND DESCRIBED IN THE DEED RECORDED IN BOOK 83-12-30 PAGE 2602 OF OFFICIAL RECORDS; THENCE NORTH 18° 28' 58" EAST 72.75 FEET ALONG THE LAST MENTIONED WESTERLY LINE; THENCE NORTH 71° 30' 24" WEST 227.28 FEET TO A POINT ON A LINE 24.00 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF 4TH STREET; THENCE SOUTH 18° 28' 07" WEST 50.54 FEET ALONG SAID PARALLEL LINE; THENCE NORTH 71° 31' 53" WEST 11.37 FEET; THENCE SOUTH 07° 59' 36" WEST 22.63 FEET TO A POINT ON SAID NORTHERLY LINE OF PARCEL B; THENCE SOUTH 71° 30' 59" EAST 7.26 FEET ALONG A PORTION OF SAID NORTHERLY LINE OF PARCEL B TO A POINT ON A LINE 24.00 FEET EAST OF AND PARALLEL WITH THE CENTER-LINE OF 4TH STREET; THENCE SOUTH 18° 28' 07" WEST 59.12 FEET ALONG THE LAST MENTIONED PARALLEL LINE; THENCE NORTH 71° 31' 53" WEST 9.00 FEET TO A POINT ON A LINE 15.00 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF 4TH STREET; THENCE SOUTH 18° 28' 07" WEST 99.58 FEET ALONG THE LAST MENTIONED PARALLEL LINE; THENCE NORTH 71° 31' 53" WEST 8.00 FEET TO A POINT ON A LINE 7.00 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF 4TH STREET; THENCE SOUTH 18° 28' 07" WEST 46.25 FEET ALONG THE LAST MENTIONED PARALLEL LINE; THENCE SOUTH 26° 31' 53" EAST 30.14 FEET TO A POINT ON THE WESTERLY PROLONGATION OF THE NORTHERLY BOUNDARY OF THE LAND DESCRIBED IN THE DEED RECORDED IN BOOK 4450 PAGE 349 OF OFFICIAL RECORDS; THENCE SOUTH 71° 37' 08" EAST 333.26 FEET ALONG THE LAST MENTIONED WESTERLY PROLONGATION AND NORTHERLY BOUNDARY TO A POINT ON SAID WESTERLY LINE OF 5TH STREET; THENCE NORTH 18° 29' 17" EAST 225.66 FEET ALONG SAID WESTERLY LINE OF 5TH STREET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 2.18 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED LAND IS INCLUDING THE RECIPROCAL RIGHT OF STRUCTURAL SUPPORT.

THE ABOVE REFERENCED ELEVATIONS ARE BASED UPON THE CITY OF SACRAMENTO BENCH MARK NO. 51E2-2, ELEVATION 29.283 FEET.

92-206
City Ordinance No. _____



F:/DWG/JN255/CCSRAD1A.DWG 9-20-91 ID:II.G.3.a.I

EXHIBIT A - PART V

92-206

Macy Tract

All that real property lying in or about the block bounded by K, L, 4th and 5th Streets, according to the official Map of Plat of the City of Sacramento, and as specifically shown on that Record of Survey entitled "Certain Blocks in Area bounded by J and P Streets, 3rd and 8th Streets, City of Sacramento", recorded in the office of the Recorder of Sacramento County, in Book 13 of Surveys, Map No. 18, more particularly described as follows:

BEGINNING at the point of intersection of the northerly line of said L Street with the westerly line of said 5th Street, said point of beginning is further described as being located North 18 degrees 29'20" East 40.00 feet and North 71 degrees 37'21" West 40.00 feet from an aluminum disc set in concrete stamped L.S. 2651-1958, said monument marking the point of intersection of the center line of said L Street with the center line of said 5th Street; thence from said point of beginning along the westerly line of said 5th Street, North 18 degrees 29'20" East 356.23 feet; thence along a line parallel to and 15.00 feet northerly from the southerly line of said K Street North 71 degrees 36'57" West 331.44 feet; thence along a line parallel to and 10.00 feet westerly from the easterly line of said 4th Street South 18 degrees 28'20" West 356.27 feet to the westerly projection of the Northerly line of said L Street; thence along the Westerly projection of and the northerly line of said L Street, South 71 degrees 37'21" East 331.34 feet to the point of beginning.

Weinstock's Tract

PARCEL NO. 1:

Lot 1, the West 1/4 of Lot 2, and Lots 6, 7 and 8, in the block bounded by 6th and 7th, "K" and "L" Streets of the City of Sacramento, according to the official plat thereof.

Together with the North 1/2 of the alley in the block bounded by 6th and 7th, "K" and "L" Streets of the City of Sacramento, according to the official plat thereof, lying between the East line of said 6th Street and the Southerly production of the East line of the West 1/4 of Lot 2 in said block, and the South 1/2 of the alley in the block bounded by 6th and 7th, "K" and "L" Streets of the City of Sacramento, according to the official plat thereof, lying between the East line of said 6th Street and the Northerly production of the East line of Lot 6 in said block.

PARCEL NO. 2:

The East 3/4 of Lot 2 and the West 3/4 of Lot 3, in the block bounded by 6th and 7th, "K" and "L" Streets of the City of Sacramento, according to the official plat thereof.

Together with the North 1/2 of the alley in the block bounded by 6th and 7th, "K" and "L" Streets of the City of Sacramento, according to the official plat thereof, lying between the Southerly production of West line of the East 3/4 of Lot 2 and the Southerly production of the East line of the West 3/4 of Lot 3 in said block.

PARCEL NO. 3:

The North 20.00 feet of Lot 5 in the block bounded by 6th and 7th, "K" and "L" Streets of the City of Sacramento, according to the official plat thereof.

Excepting therefrom the following described Parcels "A," "B" and "C:"

Parcel "A"

All that certain real property situate in the City of Sacramento, California, described as follows: Parcel G - 1

All that portion of the Block bounded by 6th and 7th, "K" and "L" Streets of the City of Sacramento, the official plat of which is recorded in Book 1 of Maps, Map No. 3, County of Sacramento, California, more particularly described as follows:

All that portion of said Block, lying between two horizontal planes, the upper of which having an elevation of 29.09 feet, and the lower of which having an elevation of 19.67 feet, as said elevations are referred to a brass disc set in concrete on top of the North and of a concrete wall located at the Southeast corner of 5th and "J" Streets marked "City of Sacramento, elevation 28.28, February, 1970", more particularly described as follows:

Beginning at a point on the West line of Lot 8 of said block, from which the Southwest corner thereof bears South 18 degrees 29'30" West 16.78 feet, and running thence along the East line of 6th Street, North 18 degrees 29'30" East 232.84 feet, to the Northwest corner of Lot 1 of said Block; thence along the South line of "K" Street South 71 degrees 29'30" East 220.67 feet, to the Northeast corner of the West 3/4 of Lot 3 of said Block; thence along the East line of the West 3/4 of said Lot 3, and the Southerly productions thereof, South 18 degrees 29'51" West 180.25 feet, to a point on the North line of Lot 6 of said Block; thence along the North line of said Lot 6, South 71 degrees 31'17" East 0.06 feet, to a point from which the Northeast corner of said Lot 6 bears South 71 degrees 31'17" East 20.00 feet, thance South 18 degrees 29'40" West 126.17 feet; thence South 71 degrees 33'00" East 10.50 feet; thence South 18 degrees 27'00" West 34.00 feet, to a point on the Southerly face of the building sited within portions of Lots 1, 2, 3, 6, 7 and 8 of said Block, from which point the Southeast corner of said Lot 6 bears South 71 degrees 33'00" East 9.46 feet and South 18 degrees 29'53" West 0.07 feet; thence along the Southerly face of said building, North 71 degrees 33'00" West 27.00 feet; thence North 18 degrees 27'00" East 16.71 feet; thence North 71 degrees 33'00" West 88.09 feet; thence North 18 degrees 27'00" East 2.12 feet; thence North 71 degrees 33'00" West 2.67 feet; thence North 18 degrees 27'0" East 23.28 feet; thence North 71 degrees 33'00" West 22.38 feet; thence South 18 degrees 27'00" West 23.34 feet; thence North 71 degrees 33'00" West 2.65 feet;1 thence South 18 degrees 27'00" West 2.20 feet; thence North 71 degrees 27'30" West 88.43 feet, to the point of beginning:

Excepting therefrom the following described parcel:

Beginning at point on the North line of Lot 6 of said Block, from which the Northeast corner thereof bears South 71 degrees 31'17" East 20.00 feet, said point of beginning having an elevation 29.09 feet, and running thence horizontally South 18 degrees 29'40" West 119.17 feet, to a point on the Northerly face of the loading dock of the building sited within portions of Lots 1, 2, 3, 6, 7 and 8 of said Block; thence horizontally along the Northerly face of said loading dock, the Easterly face of said building, and the Southerly face of the portion of said building lying within Lot 3 of said Block and lying below elevation 29.09 feet, the following three (3) courses and distances: (1) North 71 degrees 33'00" West 16.47 feet, (2) North 18 degrees 27'00" East 172.99 feet and (3) South 71 degrees 33'00" East 16.55 feet, to a point on the East line of the West 3/4 of Lot 3 of said Block; thence horizontally along the East line of the West 3/4 of said Lot 3, South 18 degrees 29'51" West 53.82 feet, to a point on the North line of said Lot 6" thence horizontally along the North line of said Lot 6, South 71 degrees 31'17" East 0.06 feet, to the point of beginning; thence vertically downward 9.42 feet, to a point having an elevation of 19.67 feet; thence horizontally South 18 degrees 29'40" West 19.17 feet; thence along an inclined plane, rising Southwesterly with a zenith distance of 84 degrees 44'00" South 18 degrees 29'40" West 60.25

feet measured along said inclined plane (horizontal distance = 60.00 feet) to an elevation of 25.20 feet; thence along an inclined plane, rising Southwesterly with a zenith distance of 89 degrees 34'15", South 18 degrees 29.40" West 40.00 feet measured along said inclined plane (horizontal distance = 40 feet) to an elevation of 25.50 feet on the Northerly face of said loading dock; thence horizontally along the Northerly face of said loading dock, North 71 degrees 33'00" West 16.47 feet, to a point on the Easterly face of said building; thence along the Easterly face of said building the following three (3) courses and distances: (1) along an inclined plane, falling Northeasterly with a zenith distance of 90 degrees 25'45", North 18 degrees 27'00" East 40.00 feet measured along said inclined plane (horizontal distance = 40.00 feet) to an elevation of 25.20 feet, (2) along an inclined plane, falling Northeasterly with a zenith distance of 90 degrees 16'00", North 18 degrees 27'00" East 60.25 feet measured along said inclined plane (horizontal distance = 60.00 feet) North 18 degrees 27'00" East 72.99 feet, to a point on the Southerly face of said building lying below elevation of 29.98 feet; thence horizontally along said Southerly face South 71 degrees 33'00" East 16.55 feet, to a point of the East line of the West 3/4 of Lot 3 of said Block; thence horizontally along the East line of the West 3/4 of said Lot 3, South 18 degrees 29'51" West 53.82 feet, to a point on the North line of Lot 6 of said Block; thence horizontally along the North line of said Lot 6 South 71 degrees 31'17" East 0.06 feet, to a point from which the Northeast corner of said Lot 6 bears South 71 degrees 31'17" East 20.00 feet, at an elevation of 19.67 feet; thence vertically upward 9.42 feet to the point of beginning.

Parcel "B"

All that certain real property situate in the City of Sacramento, California, described as follows: G -4

All that portion of the Block bounded by 6th and 7th, "K" and "L" Streets of the City of Sacramento, the official plat of which is recorded in Book 1 of Maps, Map No. 3, County of Sacramento, California, more particularly described as follows:

All that portion of said Block, lying between two horizontal planes, the upper of which having an elevation of 19.67 feet, and the lower of which having an elevation of 0.00 feet, as said elevations are referred to a brass disc set in concrete on top of the North end of a concrete wall located at the Southeast corner of 5th and "J" Streets marked "City of Sacramento, elevation 28.28, February, 1970", more particularly described as follows:

Beginning at the Northwest corner of Lot 1 of said Block, and running thence along the South line of "K" Street, South 71 degrees 29'30" East 220.67 feet, to the Northeast corner of the West 3/4 of Lot 3 of said Block; thence along the East line of the West 3/4 of said Lot 3, and the Southerly productions thereof, South 18 degrees 29'51" West 180.25 feet, to a point on the North line of Lot 6 of said Block, thence along the North line of said Lot 6, South 71 degrees 31'17" East 0.06 feet, to a point from which the Northeast corner of said Lot 6 bears South 71 degrees 31'17" East 20.00 feet; thence South 18 degrees 29'40" West 126.17 feet; thence South 71 degrees 33'00" East 10.50 feet; thence South 18 degrees 27'00" West 34.00 feet; thence South 71 degrees 33'00" East 9.46 feet, to a point on the East line of Lot 6 of said Block; thence along the East line of said Lot 6, South 18 degrees 29'53" West 0.07 feet, to the Southeast corner thereof; thence along the North line of "L" Street, North 71 degrees 33'00" West 240.69 feet, to the Southwest corner of Lot 8 of said Block; thence along the East line of 6th Street, North 18 degrees 29'30" East 340.72 feet, to the point of beginning.

Parcel "C"

THOSE PORTIONS OF PARCELS W-1, F-1 AND F-2 OF THAT CERTAIN PARCEL MAP ENTITLED "LOTS 1, 2, 6, 7, 8, THE WEST 3/4 OF LOT 3 AND THE NORTH 20.00 FEET OF LOT 5 OF THE BLOCK BOUNDED BY K STREET MALL, L STREET, 6TH AND 7TH STREETS" IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA RECORDED ON MARCH 21, 1980 IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 56 OF PARCEL MAPS, AT PAGE 15, BOUNDED VERTICALLY ON THE LOWER LIMIT BY A PLANE REPRESENTING THE FINISHED SURFACE AT THE SECOND LEVEL AND ON THE UPPER LIMIT BY A PLANE REPRESENTING THE FINISHED SURFACE AT THE THIRD LEVEL OF THE WEINSTOCKS STRUCTURE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF PARCEL F-1 OF SAID PARCEL MAP DESCRIBED ABOVE, SAID POINT ALSO BEING AT THE INTERSECTION OF THE SOUTHERLY LINE OF FORMER K STREET, 80 FEET IN WIDTH, AND THE EASTERLY LINE OF FORMER 6TH STREET, 80 FEET IN WIDTH; THENCE FROM SAID POINT OF BEGINNING SOUTH 71° 30' 17" EAST 195.10 FEET ALONG A PORTION OF THE NORTHERLY BOUNDARY OF SAID PARCEL F-1 AND THE SOUTHERLY LINE OF FORMER K STREET; THENCE SOUTH 18° 29' 28" WEST 47.55 FEET; THENCE NORTH 71° 30' 32" WEST 71.58 FEET; THENCE NORTH 18° 29' 28" EAST 23.17 FEET; THENCE NORTH 71° 30' 32" WEST 9.25 FEET; THENCE NORTH 18° 29' 28" EAST 8.75 FEET; THENCE NORTH 71° 30' 32" WEST 24.00 FEET; THENCE SOUTH 18° 29' 28" WEST 8.75 FEET; THENCE NORTH 71° 30' 32" WEST 9.25 FEET; THENCE SOUTH 18° 29' 28" WEST 23.17 FEET; THENCE NORTH 71° 30' 32" WEST 50.75 FEET; THENCE SOUTH 18° 29' 28" WEST 6.67 FEET; THENCE NORTH 71° 30' 32" WEST 30.27 FEET TO A POINT ON THE WESTERLY BOUNDARY OF PARCEL F-2 OF SAID PARCEL MAP, SAID POINT ALSO BEING ON THE EASTERLY LINE OF SAID FORMER 6TH STREET; THENCE NORTH 18° 29' 28" EAST 54.23 FEET ALONG A PORTION OF SAID WESTERLY BOUNDARY OF PARCEL F-2 AND EASTERLY LINE OF FORMER 6TH STREET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.19 ACRE, MORE OR LESS.

92-206

City Resolution No. _____

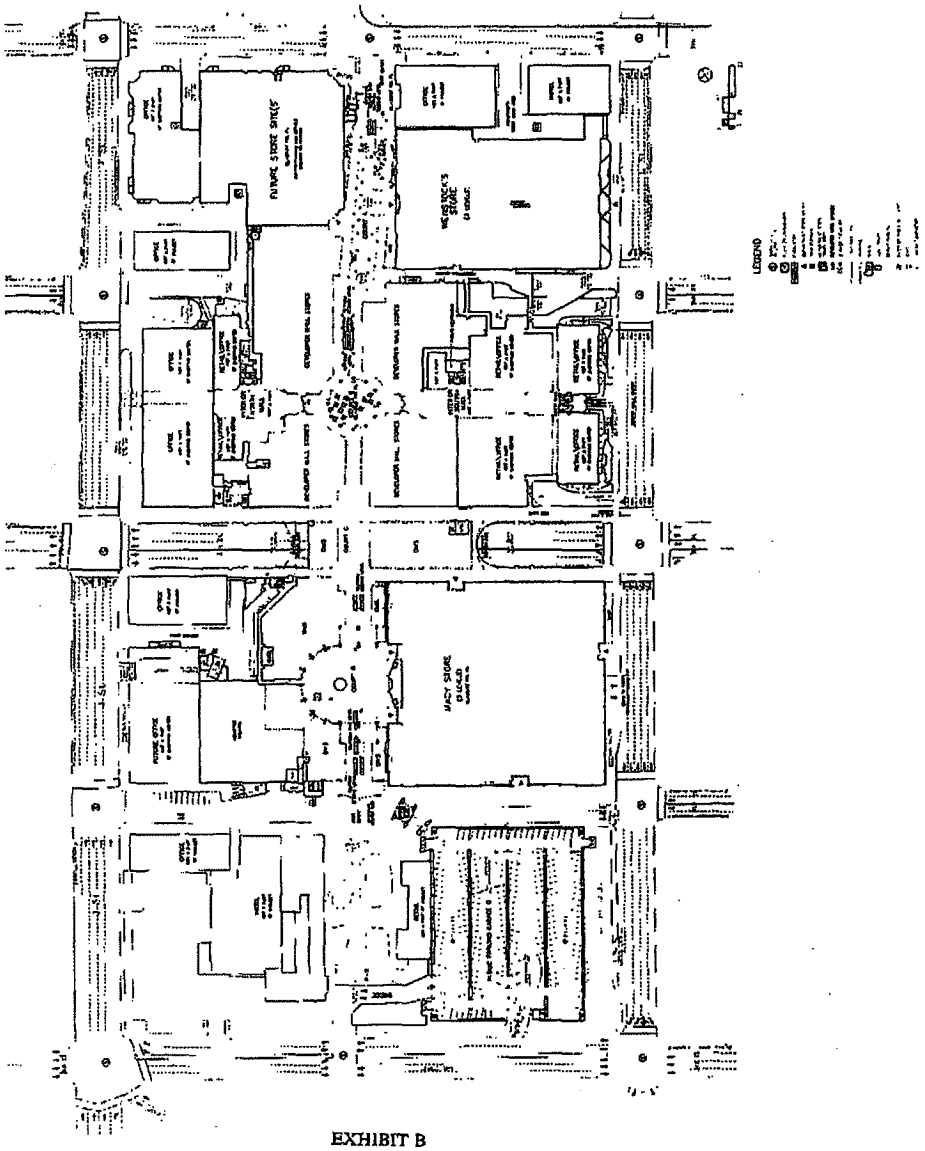


EXHIBIT B
SHEET B-1
FLOOR LEVEL
LEGEND
FUTURE STORE SPACE
MACY'S STORE

EXHIBIT B
-1-

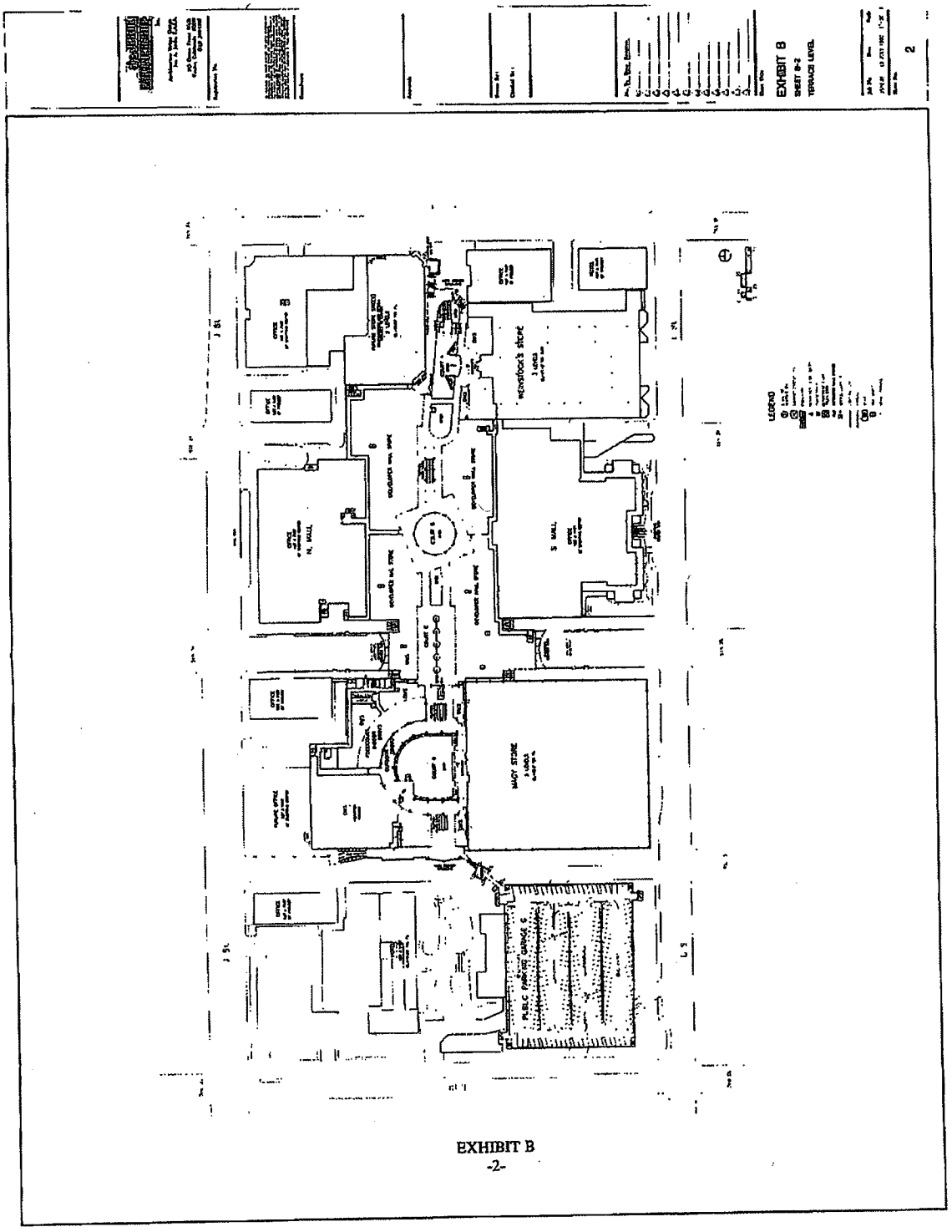


EXHIBIT B
SHEET B-2
TERRACE LEVEL
2
LEGEND
N. MALL
S. MALL
MACY'S STORE
WOODWARD'S STORE
PUBLIC PARKING GARAGE

EXHIBIT B

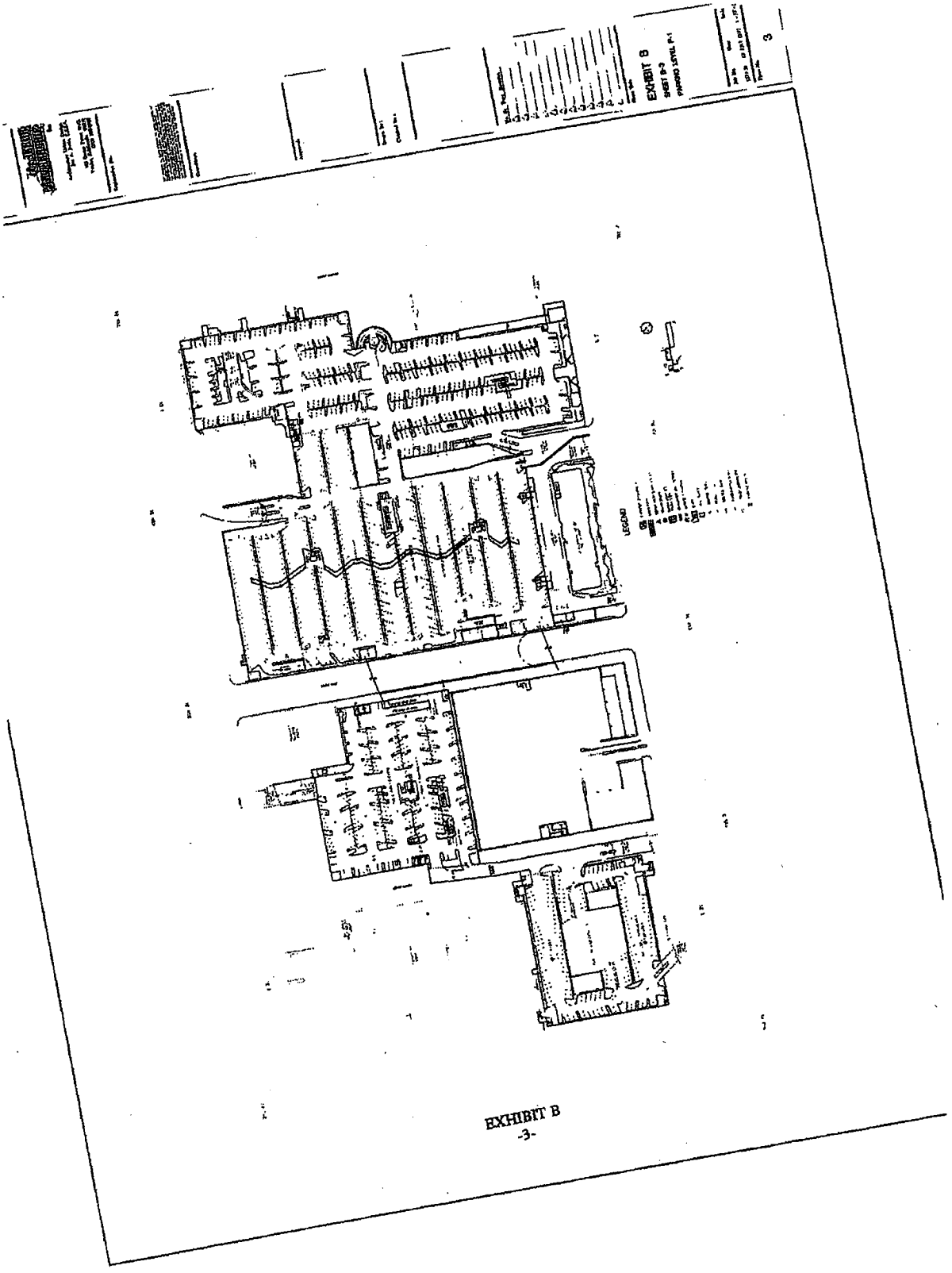


EXHIBIT B

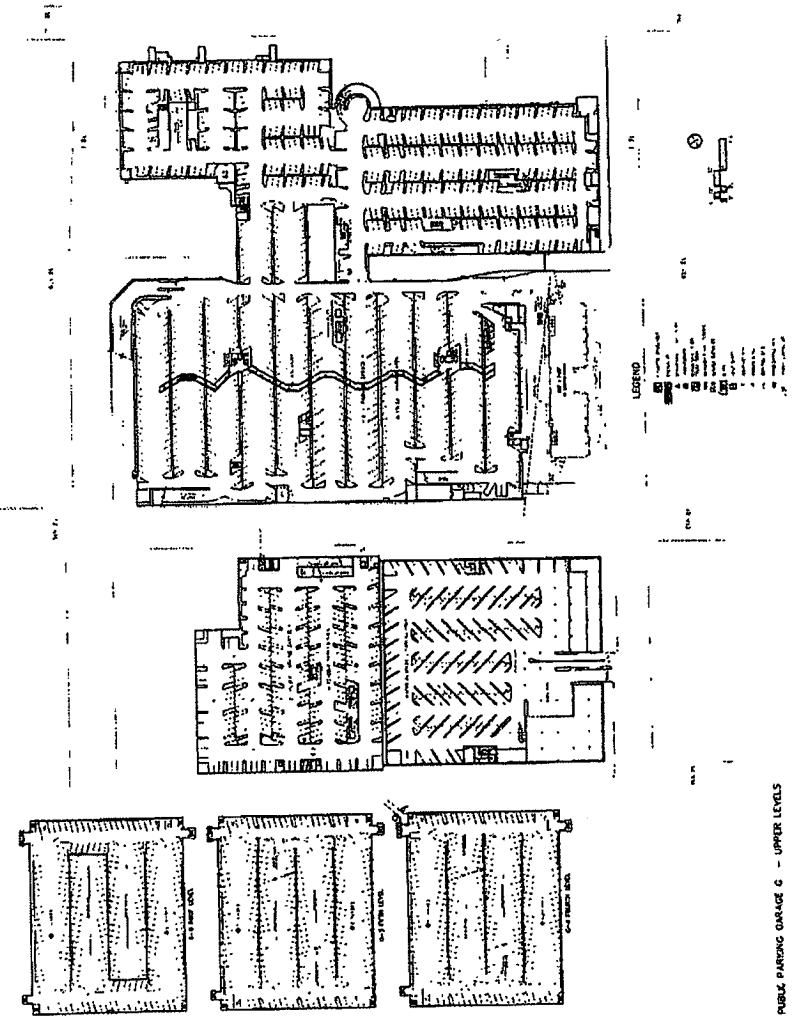


EXHIBIT B
SHEET B-4
PARKING LEVEL P-2
LEGEND
PUBLIC PARKING GARAGE G - UPPER LEVELS

EXHIBIT B
-4-

EXHIBIT C

PARKING PERMIT LOCATION PLAN

GARAGE	TTL CARS	TTL PERMITS	GENERAL * LOCATION	TYPE
G	1,320	559	West of Macy's @ L and 3rd	5-level (4 above ground, 1 subterranean) (with subterranean vehicular tunnel to Garage G)
K	1,925	824	Below Developer Mall Stores. Weinstock's & Future Store site bounded by J, L, 5th & 7th Streets	2-level (subterranean)
U	460	0	Below Developer Mall Stores & Cinema, bounded by Macy's, J, 4th & 5th Streets	2-level subterranean (with subterranean vehicular tunnel to G Garage)
	3,705	1,383		

* Specific locations are shown on the attached pages.

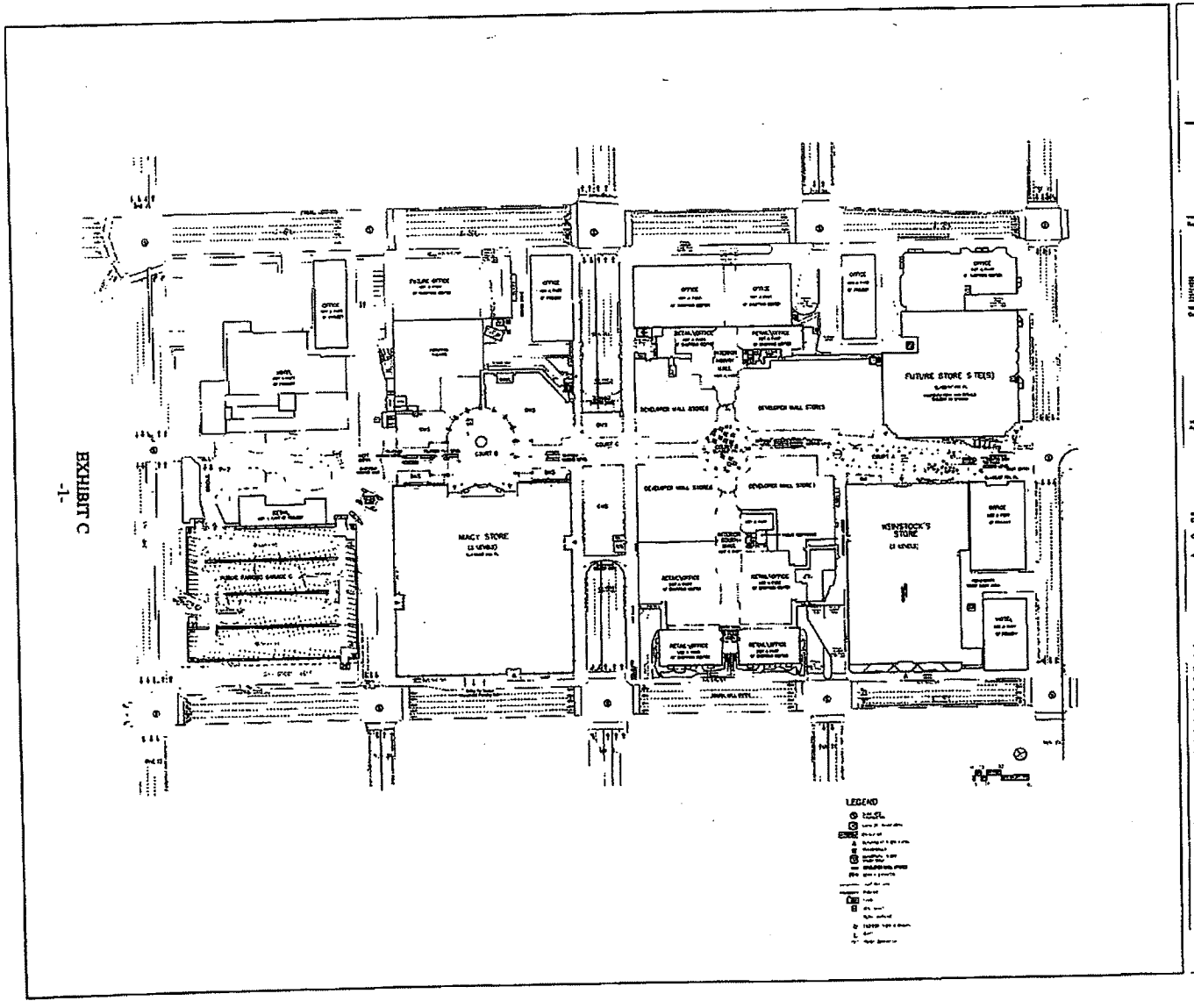

MACY STORE
KINSTOCK'S STORE
FUTURE STORE SITE(S)
LEGEND
PERMIT PARKING
PLAZA LEVEL

EXHIBIT C
-1-

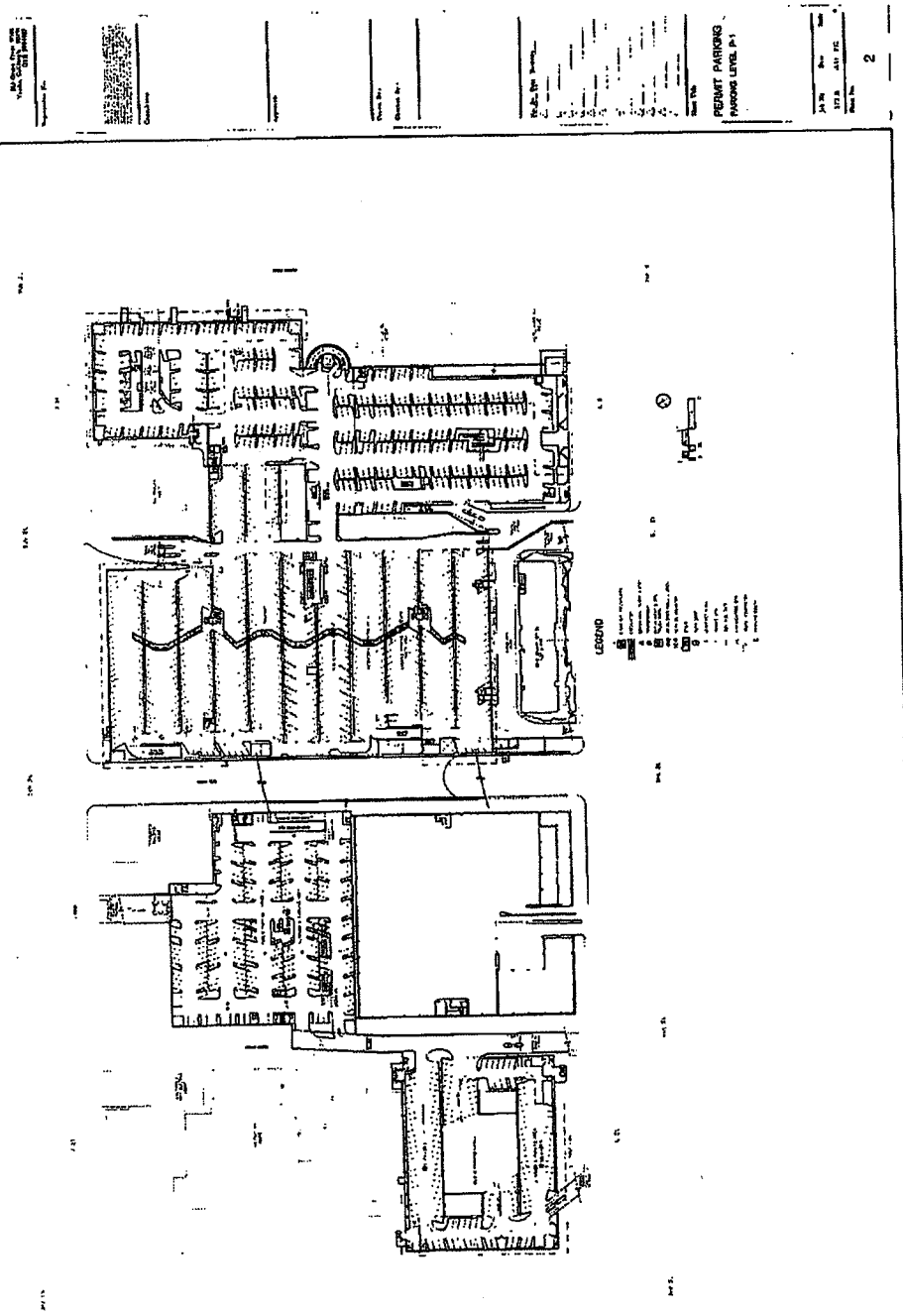


EXHIBIT C

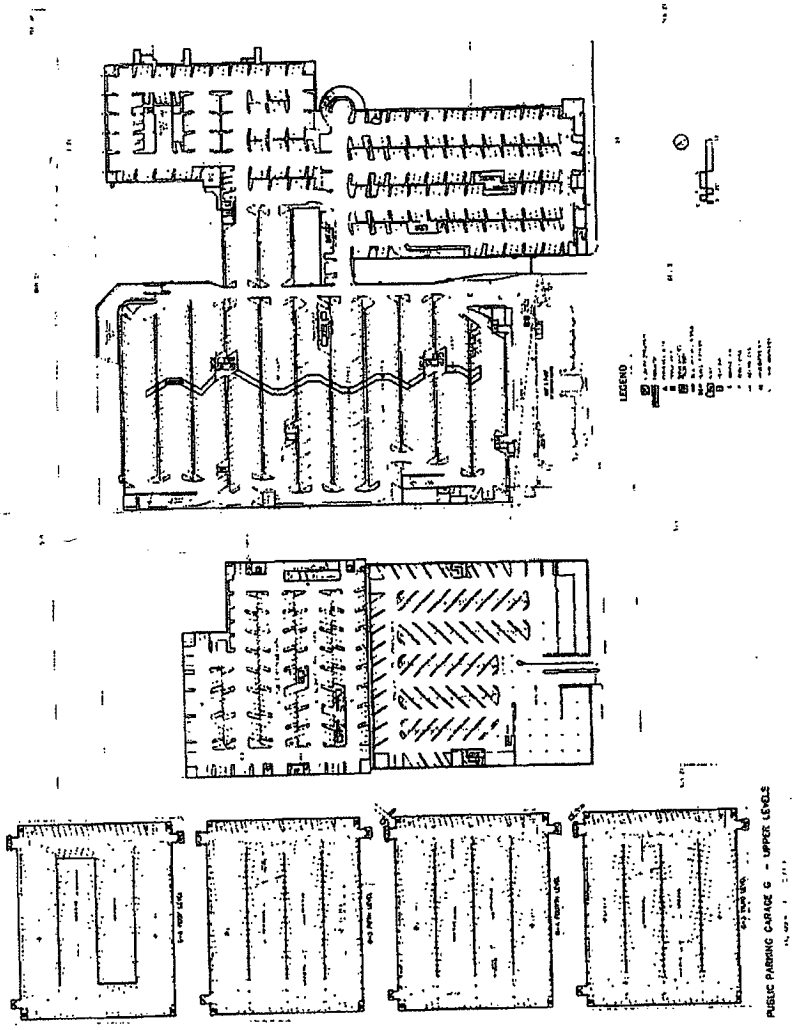

PERMIT PARKING
PARKING LEVEL P-2
LEGEND
PUBLIC PARKING GARAGE G - UPPER LEVELS

EXHIBIT C
-3-

EXHIBIT D

PERMIT PARKING ALLOCATION PLAN

Date of City Agreement and Parties to Agreement Other Than City or Agency	Improvements Whose Occupants (and Their Employees) Are Eligible to Purchase Parking Permits Pursuant to (i) Permit Agreements in Effect as of June 1, 1992, or (ii) Section 1.1 of this Agreement	Maximum No. of Permits in Garages G or K	Garages Where Permits May Be Used K	G	Rate
1/10/75; The California Fruit Building Company	California Fruit Building 4th and J Streets	40		X	CPR
11/20/84; Ramona Hotel Investors	The Ramona Hotel - 600 J St.	33	X		PA
12/17/91; Sanwa Bank California	Traveler's/Sanwa Building 428 J Street	102	X	X	PA
05/27/92; Massie, Oates & Cordano	630 K Street Office	30	X		PA
3/1/91; Ricci's, Inc.	Ricci's - 705 J Street	3	X		PA
See Parking, Operation & Maintenance Agreement to which this Exhibit is attached	Macy Store 400 Downtown Plaza	100		X	CPR
See Parking, Operation & Maintenance Agreement to which this Exhibit is attached	Weinstock's Store 600 Downtown Plaza	100	X		CPR
See Parking, Operation & Maintenance Agreement to which this Exhibit is attached	Developer Stores 560-660 J Street 507-550 L Street 545 Downtown Plaza 500-605 Downtown Plaza (plus the to-be-determined addresses relating to the development of new tenant space between 4th and 7th Streets in connection with the Project)	796	X	X	CPR
TOTAL POTENTIAL PERMITS UNDER PERMIT AGREEMENTS		1204			

92-206
City Agreement No. _____

Date of City Agreement and Parties to Agreement Other Than City or Agency	Improvements Whose Customers May Use Validations for Garages K or G	Maximum No. of Permit Equivalents in Garages G or K	Garages Where Validations May Be Used		Rate
			K	G	
10/26/77; John Q. Hammons as amended 10/25/82 & 10/13/87	Capitol Plaza Holiday Inn 300 J Street	No Maximum		X	†
3/1/91; Ricci's, Inc.	Ricci's - 705 J Street	7 Equivs.	X		†

LEGEND:

PA = Per Permit Agreement referenced in left-hand column.

CPR = City's Prevailing Rate for the subject Garage

† = Cost of the validations is set forth in the agreement referenced in the left-hand column.

92-206
City Agreement No.

EXHIBIT E

RULES AND REGULATIONS
FOR OPERATION AND USAGE OF GARAGES

Operation of the facility by City shall be in accordance with the terms and agreements identified in the attached Parking Operation and Maintenance Agreement (POMA), directives set forth by the City of Sacramento Council and these Rules and Regulations.

PARKING FEES

Parking fees are established by Resolution of the City of Sacramento Council and attached as Exhibit 1 hereto. Without limiting City's agreement in POMA Section 3.1, the fee schedule may be modified only by resolution of the City Council. Notice concerning proposed changes to fees shall be posted at each parking facility. The City shall provide notice to Developer concerning any proposed changes and/or recommendations upon the completion of any rate change report to the City of Sacramento Council.

VALIDATIONS

Validations shall be accepted as noted in Section 3.2. One (1) validation per ticket. The parking validation shall be unique in design, one for retail, one for cinema and restaurants, designating the number of free hours of parking (three for retail and four for cinemas and restaurants). The validation must be permanently imprinted upon the patron's entry ticket to authorize the FREE PARKING. The validated ticket shall be presented and surrendered to the parking attendant upon exiting the parking facility. Patrons shall be charged fees as set by resolution of the City Council for all nonvalidated hours. Hours of parking before and after the minimum hours of Garage operation pursuant to POMA Section 2.4 are not eligible for free validated parking.

Validations are for the express use of customers of Downtown Plaza. Personal use of validations by employees and merchants of Downtown Plaza or other noncustomer personnel is strictly prohibited. Regulations associated with failure to pay fee, surrender ticket or fraudulent use of validation will be enforced with all parkers, including penalties, late charges and collection costs as established by resolution and State law. City may adopt resolutions and/or ordinances to assist in enforcement of illegal evasion of parking fees. Monitoring abuse and fraudulent use of the validation system and parking program is a shared responsibility of the Developer and City and shall be remedied upon notice or observation of any such activity; provided, however, Developer's responsibilities shall be limited to Developer's tenants.

ACCESS/ACCOUNTABILITY CONTROLS

Retail Customers (Short-Term Parking)

Access to the parking facilities during hours of operation shall be via automatic time-stamping, ticket-issuing equipment. Ticket issued to customer shall be the source document required to be surrendered upon exiting said parking facility. Free parking validation must be permanently imprinted upon the entry ticket by validating merchant prior to exiting the parking facility. Parking operations personnel are not authorized to validate patrons' entry tickets. Parking fees for hours of parking not validated are due upon exiting the facility.

92-206

Payment of fees over validated hours of parking shall be remitted in U.S. currency or U. S. bank checks subject to all local, state and federal laws governing their use and acceptance. The City reserves the right to post currency denomination limits as defined by law.

Standard revenue and ticket control, accounting, and reconciliation procedures shall be administered, except as follows:

- Lost Ticket -- Customer does not present or will not surrender entry ticket upon exiting the facility or failure to return ticket when requested through the evening inventory procedure.

  Process Required: The lost ticket fee is charged to the patron. The lost ticket fee shall not exceed the daily maximum fee. If ticket is found within three days, a refund will be issued for the amount paid in excess of the fees due provided documentation required is presented.

  Notice Requirements: (1) Attendant advises customer of fee at exit; refund request form is provided in case the ticket is later found. (2) Evening inventory instruction is placed on each vehicle upon closing of facility. Failure to following instruction is deemed a drive-out and failure to pay fee. Drive-out customers shall be billed via U.S. Mail for fees as an I.O.U. with associated service charges and late penalties.

- No Money/Not Enough Money For Fees -- A customer does not have enough money, refuses to pay or protests charges.

  Process Required: The attendant shall request such customers to complete I.O.U. forms obligating them for a fee. Refusal of customer to complete forms shall not excuse them from payment of fees; upon such refusal, attendant shall complete the I.O.U. form for the customer in order to account for the exit.

  Notice Requirement: A copy of the I.O.U. shall be provided to customer explaining Service Charges and Penalty Fees for Nonpayment of Parking Fees at the time of Exit. A three-day grace period is provided to pay I.O.U.s with no additional penalty charges. Customers who refuse to pay shall receive a bill via U.S. Mail as described above as a drive-out.

- Intentional Damage to Control Equipment or Facility -- Intentional damage, disabling or vandalism and defacing of the facility of control equipment shall be invoiced to the owner of the automobile causing said damage.

  Process Required: Reports of the above-described acts by security, operations, maintenance personnel or the public shall be deemed cause for charges being invoiced to owner of vehicle as reported.

  Notice Requirement: A letter shall be sent to the registered vehicle owner causing damage. Charges for repair shall be itemized

and paid by City invoice. Repeated acts or criminal acts shall be referred to City Police Department for appropriate action.

- Evening Inventory Procedure -- All vehicles parked after parking attendants go off duty shall be inventoried for accountability in the collection of fees to be paid according to instructions placed on the windshield of said vehicles.

  Process Required: License plates of vehicles left on the facility at closing shall be recorded.

  Notice Requirements: A night deposit envelope with instructions for payment and deposit shall be issued to each parked vehicle. Failure to follow instructions shall result in the I.O.U. process described above, including additional fee assessments.

- After-Hours Exiting/Opening Fee -- The fee is associated with cost to open a secure facility to allow the exiting of late patrons.

  Process Required: Upon receiving a request to release customers vehicle after posted hours, night supervisor will meet customer, verify identification, accept release payment, issue receipt, open the facility to release the vehicle and then resecure facility. Vehicle will not be released without identification and payment of parking fees due. Parking fees shall not continue to accrue after Garage security personnel or a Garage attendant is notified of a vehicle problem that may necessitate an after-hours exit or the vehicle remaining in the Garage until towing can be arranged.

  Notice Requirements: Entries shall be posted with closure times, if applicable. All Garage exits shall have signage indicating a 24-hour call out number with the associated fee for the service and informing parkers with car troubles to notify Garage security or a Garage attendant in order to prevent parking fees from continuing to accrue. The fee for such service shall be set by resolution of the City Council and shall at all times be a reasonable sum in relation to the service performed and shall not be utilized as a form of penalty or fine.

Short-term customers will have access only during hours of operation as defined in POMA Section 2.4.

MONTHLY PERMIT PARKING

Monthly permit parker access shall be via assigned computer-access card. Entering and exiting parking facility shall be unrestricted when card is used in accordance with the terms of user's parking agreement as set forth by City.

Failure to pay associated fees by renewal date constitutes a breach of the parking agreement and terminates individual cardholder access. Provided City and Developer agree upon time restrictions on Permit parking or access, use of monthly Permits prior or after the permitted hours shall subject the user to the daily fee for the time parked beyond the permitted time frame.

EXHIBIT F

CITY SECURITY STANDARDS

The following shall govern the operations of the security personnel in the Garages. Such personnel shall be within the control and direction of the City of Sacramento, Parking Division (hereinafter called the "Client"), located at 1023 J Street, Sacramento, California (Main Office), telephone number 916-264-5354, irrespective of whether the subject security personnel is employed by City or City's contractor or by Developer or Developer's contractor. The following applies equally to security services provided by City and Developer. Hereinafter, all security personnel are collectively referred to herein as the "Security Force" and are individually referred to herein as a "Security Officer."

GENERAL REQUIREMENTS

1. Security Force services shall be furnished as scheduled in Exhibit 1 attached hereto as the same is subject to change by City's Security Force Management. Duties shall be performed subject to inspection, supervision and coordination by City's Senior Supervisor and Supervisor.

2. The objective of the Security Force personnel is the protection of City property. This shall be accomplished with a maximum of courtesy. Should Security Force personnel feel that the actions, conduct and/or language of any person or persons contacted is beyond reason, Security Force personnel will make a complete written report tothe Shift Supervisor, and the Shift Supervisor shall report to City's Garage Supervisor.

3. Duties of Security Force personnel shall be performed in accordance with regulations set forth in the City's Security Force Handbook EXCEPT that where there is any difference between the handbook and/or policies contained herein, those contained herein shall be followed.

4. These requirements and the Security Force Handbook are intended to cover as many conditions as possible. Situations may arise which are not covered. In such cases, instructions should be sought from either of the City's Senior Supervisor or the City Garage Supervisor. A written report of any incident must be made by the Security Force personnel involved to the Shift Supervisor, and the Shift Supervisor shall report to City's Garage Supervisor.

5. City's Senior Supervisor will be designated in writing and will be Chief of Offstreet Parking at 916-264-5354. City's Garage Supervisor and telephone number will be designated in writing by City. In addition, on each security shift there shall be a Shift Supervisor designated by the provider of the security services. Names and telephone numbers of the foregoing supervisors shall be updated in writing as needed.

6. The Security Force Log Book shall constitute a diary of the security force activities. Entries will be made regarding each observed security violation or unusual incident. This log will be kept in the main on-site Guard Office and shall be strictly adhered to.

7. A Security Officer assigned to a City parking lot is not entitled to park in such lot for free.

SECURITY OFFICER DUTIES

1. Report in at the parking garage office in full uniform. Fill out a time card and punch in. Be sure to write "Security " on the top border of the time card.

2. Pick up the radio and holster for use during shift. Sign for this equipment in log book and on the Daily Guard Report. Test the radio to be sure it is operational. You are required to call in your "on duty," hourly, welfare checks and "off duty" status to the "Control" unit (see radio instructions).

3. Check with the Supervisor or lead attendant for update briefing.

4. Start your initial patrol of the entire premises. This first round should be thorough and cover all parking levels, each stairwell, escalator and the elevators. Be observant for damage, hazards, unusual activity and evidence of a crime. Report all problems or incidents observed or encountered on an Incident Report Form.

5. After your initial patrol, conduct regular checks of all garage levels. Be aware of any broken glass, doors ajar, equipment or luggage left unsecured, and persons loitering. Do not allow any person to play in the elevators or on the escalators, sit on walls, or sit/lie in the stairwells.

6. It is recommended that you ride an elevator to the desired level and begin your patrol. Alternate which elevator you ride, so you can check all elevators regularly.

7. Stairwells, escalators and elevators are to be patrolled regularly. Between each patrol of the various parking levels, you are to patrol on stairwell top to bottom. Again, alternate stairwells to ensure all are checked regularly. Transients are a problem in the stairwell areas, and care must be exercised to minimize loitering.

8. Familiarize yourself with the numbered and alphabetic lettering of the various garage sections.

9. Assist patrons in finding their vehicles when requested.

10. Advise the Shift Supervisor and City's Senior Supervisor or Supervisor as to the appropriate action in emergency situations.

11. Keep active at all times, except when assisting the public or City parking facility personnel.

12. DO NOT loiter about the parking facility office, <u>parking lot booths</u>, or any other parking facility area.

13. Do not engage in long conversations with the public or City parking facility personnel, except in emergency situations.

14. The Security Officers will not use the Client's phone to make <u>personal calls</u> nor will they accept any toll calls.

15. The Security Officer shall not sleep at any time while on duty. At no time will a Security Officer sit in a vehicle while on duty.

16. The Security Officer will not have a commercial radio, television, or reading material on post.

17. The Security Officer will be in the required uniform at all times.

18. Do not hold unnecessary and prolonged conversations or fraternize with employees as they distract from alertness. Be courteous, firm, and business-like, answering questions politely and briefly.

19. Security Officers may not bring a weapon on the job with them. This includes storing one in your private vehicle.

20. Horseplay must be avoided at all times, and will be cause for disciplinary action. Such acts are dangerous to the individuals involved, and constitute conduct unbecoming the job and uniform.

21. Do not discuss City parking lot business with any person for whom the information was not directly intended. Refrain from commenting on problems or incidents.

22. Reporting for duty while under the influence of any intoxicants or illegal drugs or the drinking of intoxicants or the taking of illegal drugs while on duty or just prior to coming to work is cause for discharge.

23. Do not slouch, lean against objects, lie down, etc., while on duty.

24. Complaints, problems, criminal activity, and injuries are to be referred to the Parking Supervisor.

25. At the conclusion of your shift, complete all reports and log book entries, turn "off" radio, and place in the charger facing forward, and punch "out" on the time clock. Place daily report (on a form acceptable to Developer) and your completed time card on the supervisor's desk. Yellow copies of reports are to be detached, and kept with the log book for pick up by Security Supervisor.

SPECIAL POST ORDERS

1. Patrol and check each parking level and public areas.

2. Patrol and check each of the stairs and elevators, looking for safety hazards or transients.

3. Prevent anyone from riding bicycles or skateboards within the parking facility. Counsel any person observed riding, and escort from the premises.

4. Maintain high visibility and be available for assistance to the public and City parking facility personnel at all times.

5. Provide daily reports of all activities to the City. Place the Daily Reports on the Supervisor's desk at the conclusion of your shift.

6. Accident or incidents must be recorded in post log book, whether it is directly witnessed or not. Note facts only. Do not comment on situation. If no unusual incidents occur, state this on DGR in remarks section.

7. Reports (on a form acceptable to Developer) are to be left on the supervisor's desk daily (blue and white copies). Yellow copies go to Security Office.

EXHIBIT F-1

SECURITY – BASE SCHEDULE

COMBINED SECURITY REQUIREMENTS

LOT G

JOB/LANE DESCRIPTION		DAILY HRS	TIMES PER WK	WEEKLY HOURS	FTE
#1– SECURITY (MON–SAT)	0930–0600	20.5	6	123	3.075
#2– SECURITY (SUN)	0930–0230	17	1	17	0.425
				140	3.500

LOT K

JOB/LANE DESCRIPTION		DAILY HRS	TIMES PER WK	WEEKLY HOURS	FTE
#1– SECURITY (SUN–SAT)	0000–0800	8	7	56	1.400
#2– SECURITY (SUN–SAT)	0800–1600	8	7	56	1.400
#3– SECURITY (SUN–SAT)	1600–2400	8	7	56	1.400
#4– SECURITY (SUN–SAT)	1500–2300	8	7	56	1.400
				224	5.600

LOT U

JOB/LANE DESCRIPTION		DAILY HRS	TIMES PER WK	WEEKLY HOURS	FTE
#1– SECURITY (SUN–SAT)	0930–0230	17	7	119	2.975
				119	2.975
				483	12.07

DEVELOPER SECURITY REQUIREMENTS

JOB/LANE DESCRIPTION		DAILY HRS	TIMES PER WK	WEEKLY HOURS	FTE
#1(MON–THU)	0930–0100	15.5	4	62	1.550
#1(FRI–SAT)	0930–0200	16.5	2	33	0.825
#2(SUNDAY)	1030–0100	14.5	1	14.5	0.363
				109.5	2.7375

JOB/LANE DESCRIPTION		DAILY HRS	TIMES PER WK	WEEKLY HOURS
#1(MON–THU)	0000–0100	1	4	4
#1(FRI–SAT)	0000–0200	2	2	4
#1(SUNDAY)	0000–0100	1	1	1
#2(MON–THU)	0930–1600	6.5	4	26
#2(FRI–SAT)	0930–1600	6.5	2	13
#2(SUNDAY)	1030–1600	5.5	1	5.5
#3(MON–SUN)	1600–2400	8	7	56
#4(MON–SUN)	1500–2300	8	7	56
				165.5

JOB/LANE DESCRIPTION		DAILY HRS	TIMES PER WK	WEEKLY HOURS	FTE
#1(MON–THU)	0930–0100	15.5	4	62	1.550
#1(FRI–SAT)	0930–0200	16.5	2	33	0.825
#1(SUNDAY)	1030–0100	14.5	1	14.5	0.363
				109.5	2.7375
			Note (1)	394.5	9.8625

CITY SECURITY REQUIREMENTS

JOB/LANE DESCRIPTION		DAILY HRS	TIMES PER WK	WEEKLY HOURS	FTE
#1(MON–THU)	0100–0600	5	4	20	0.500
#1(FRI–SAT)	0200–0600	4	2	8	0.200
#2(SUNDAY)	0930–1030	1	1	1	0.025
#2(SUNDAY)	0100–0230	1.5	1	1.5	0.038
				30.5	0.7625

JOB/LANE DESCRIPTION		DAILY HRS	TIMES PER WK	WEEKLY HOURS	FTE
#1(MON–THU)	0100–0600	7	4	28	[illegible]
#1(FRI–SAT)	0200–0600	6	2	12	[illegible]
#1(SUNDAY)	0100–0600	7	1	7	0.175
#2(MON–THU)	0600–0930	1.5	4	6	0.150
#2(FRI–SAT)	0600–0930	1.5	2	3	0.075
#2(SUNDAY)	0600–1030	2.5	1	2.5	0.063
#3(MON–SUN)	N/A	0	0	0	0.000
#4(MON–SUN)	N/A	0	0	0	0.000
				58.5	1.4625

JOB/LANE DESCRIPTION		DAILY HRS	TIMES PER WK	WEEKLY HOURS	FTE
#1(MON–THU)	0100–0230	1.5	4	6	0.150
#1(FRI–SAT)	0200–0230	0.5	2	1	0.025
#1(SUNDAY)	0930–1030	1	1	1	0.025
#1(SUNDAY)	0100–0230	1.5	1	1.5	0.038
				9.5	0.[illegible]
				[illegible]	[illegible]1.4625

(1) Developer shall provide security 15 Hour prior to the opening of stores, restaurants, and closure and up to 1 Hour after closing.

Schedule shows minimum the following store hours and are subject to change per the agreement:

Monday – Thursday 10 A.M. to Midnight

Friday and Saturday 10 A.M. to 1 A.M.

Sunday 10:30 A.M. to Midnight

(2) Currently, June 1992. Peak demand schedule to be shown in Exhibit F-2. It is understood by the developer and the city that this schedule will be increased or partially decreased however in the future.

EXHIBIT 1 TO EXHIBIT F

-1-

92-206

EXHIBIT F-2

SECURITY – PEAK DEMAND SCHEDULE

COMBINED SECURITY REQUIREMENTS

LOT G

JOB/LANE DESCRIPTION		DAILY HRS	TIMES PER WK	WEEKLY HOURS	FTE
#1 – SECURITY (MON–SAT)	0930–0600	20.5	6	123	3.075
#2 – SECURITY (SUN)	0930–0230	17	1	17	0.425
				140	3.500

LOT K

JOB/LANE DESCRIPTION		DAILY HRS	TIMES PER WK	WEEKLY HOURS	FTE
#1 – SECURITY (SUN–SAT)	0000–0800	8	7	56	1.400
#2 – SECURITY (SUN–SAT)	0800–1600	8	7	56	1.400
#3 – SECURITY (SUN–SAT)	1600–2400	8	7	56	1.400
#4 – SECURITY (SUN–SAT)	1500–2300	8	7	56	1.400
#5 – SECURITY (SUN–SAT)	0700–1100	4	7	28	0.700
				252	6.300

LOT U

JOB/LANE DESCRIPTION		DAILY HRS	TIMES PER WK	WEEKLY HOURS	FTE
#1 – SECURITY (SUN–SAT)	0930–0230	17	7	119	2.975
#2 – SECURITY (FRI–SUN)	2130–0230	5.5	3	16.5	0.413
				135.5	3.388
				527.5	13.18

DEVELOPER SECURITY REQUIREMENTS

JOB/LANE DESCRIPTION		DAILY HRS	TIMES PER WK	WEEKLY HOURS	FTE
#1(MON–THU)	0930–0100	15.5	4	62	1.550
#1(FRI–SAT)	0930–0200	16.5	2	33	0.825
#2(SUNDAY)	1030–0100	14.5	1	14.5	0.363
				109.5	2.7375
#1(MON–THU)	0000–0100	1	4	4	0.100
#1(FRI–SAT)	0000–0200	2	2	4	0.100
#1(SUNDAY)	0000–0100	1	1	1	0.025
#2(MON–THU)	0930–1600	6.5	4	26	0.650
#2(FRI–SAT)	0930–1600	6.5	2	13	0.325
#2(SUNDAY)	1030–1600	5.5	1	5.5	0.138
#3(MON–SUN)	1600–2400	8	7	56	1.400
#4(MON–SUN)	1500–2300	8	7	56	1.400
#5(MON–THU)	0930–1100	1.5	4	6	0.150
#5(FRI–SAT)	0930–1100	1.5	2	3	0.075
#5(SUNDAY)	1030–1100	0.5	1	0.5	0.013
				175	4.375
#1(MON–THU)	0930–0100	15.5	4	62	1.550
#1(FRI–SAT)	0930–0200	16.5	2	33	0.825
#1(SUNDAY)	1030–0100	14.5	1	14.5	0.363
#2(MON–THU)	N/A	0	0	0	0.000
#2(FRI–SAT)	2100–0200	5	2	10	0.250
#2(SUNDAY)	2100–0100	4	1	4	0.100
				123.5	3.088
			Note (1)	408	10.200

CITY SECURITY REQUIREMENTS

JOB/LANE DESCRIPTION		DAILY HRS	TIMES PER WK	WEEKLY HOURS	FTE
#1(MON–THU)	0100–0600	5	4	20	0.500
#1(FRI–SAT)	0200–0600	4	2	8	0.200
#2(SUNDAY)	0930–1030	1	1	1	0.025
#2(SUNDAY)	0100–0230	1.5	1	1.5	0.038
				30.5	0.7625
#1(MON–THU)	0100–0800	7	4	28	0.700
#1(FRI–SAT)	0200–0800	6	2	12	0.300
#1(SUNDAY)	0100–0800	7	1	7	0.175
#2(MON–THU)	0800–0930	1.5	4	6	0.150
#2(FRI–SAT)	0800–0930	1.5	2	3	0.075
#2(SUNDAY)	0800–1030	2.5	1	2.5	0.063
#3(MON–SUN)	N/A	0	0	0	0.000
#4(MON–SUN)	N/A	0	0	0	0.000
#5(MON–THU)	0730–0930	2.5	4	10	0.250
#5(FRI–SAT)	0700–0930	2.5	2	5	0.125
#5(SUNDAY)	0800–1030	3.5	1	3.5	0.088
				77	1.925
#1(MON–THU)	0100–0230	1.5	4	6	0.150
#1(FRI–SAT)	0200–0230	0.5	2	1	0.025
#1(SUNDAY)	0930–1030	1	1	1	0.025
#1(SUNDAY)	0100–0230	1.5	1	1.5	0.038
#2(MON–THU)	N/A	0	0	0	0.000
#2(FRI–SAT)	0200–0230	0.5	2	1	0.025
#2(SUNDAY)	0100–0230	1.5	1	1.5	0.038
				12	0.300
				119.5	2.988

(1) Developer shall provide security 1/2 Hour prior to the opening of events, rehearsals, and classes and up to 1 Hour after closing.

Schedule above reserve the following core hours and are subject to change per the agreement:

Monday – Thursday 10 A.M. to Midnight

Friday and Saturday 10 A.M. to 1 A.M.

Sunday 10:30 A.M. to Midnight

(2) Currently, June 1992, Park closure schedule has shown in Exhibit F-3. It is understood by the developer and the city that this schedule will be increased as parking demand increases in the future.

EXHIBIT 1 TO EXHIBIT F

-2-

92-206

EXHIBIT G

DEVELOPER/CITY COST-SHARING FORMULA

DOWNTOWN PLAZA REDEVELOPMENT PROJECT
Developer/City Cost Sharing Formula

ENERGY CHARGES

Hour meter reading X KW/elevator X SMUD Annual Average energy rate = ENERGY COST

DEMAND COSTS

KW/load center - 30KW free [1] X SMUD Demand rate X 12 months = DEMAND COST

+ Energy Cost
+ Demand Costs
Total Power Costs

SHARED COST FORMULA

CITY'S OBLIGATION

Power Cost
+ Maintenance, Repair, and Insurance Costs
= Total Cost
x Garage Landings [2]
÷ Total Landings
= City's Total Cost

DEVELOPER'S OBLIGATION

Power Cost
+ Maintenance, Repair, and Insurance Costs
= Total Cost
x Developer's Landings [2]
÷ Total Landings
= Developer's Total Cost

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[1] Portion of Demand KW is baseline and free, currently 30 KW.

[2] Ground floor(Mall) divided equally between City and Developer

November 12, 1993

To: See Attached Distribution List

Re: Macy's California, Inc. - Downtown Plaza
Sacramento, California (the "Property")

Gentlemen:

The undersigned, whose address is 751 Broad Street, Newark, New Jersey 07102, Attention: Counsel, Mortgage Capital Company, does hereby certify that it is a "Mortgagee" as defined in the Parking Operation and Maintenance Agreement of the Tract of land described on Exhibit A attached hereto and made a part hereof and being the Tract of Macy's California, Inc. ("Party") in Downtown Plaza, located in Sacramento, California. In the event that any notice shall be given of the Default of the party upon whose Tract the Mortgage held by the undersigned applies, a copy thereof shall be delivered to the undersigned who shall have all rights of such Party to Cure such Default. Failure to deliver a copy of such notice to the undersigned shall in no way affect the validity of the notice of Default as it respects such Party, but shall make the same invalid as it respects the Mortgage of the undersigned.

Sincerely,

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By: Ray Cejordan
Its: Vice President

1081140

City Agreement No. 92-206

PARKING OPERATION AND MAINTENANCE AGREEMENT

Developer:	DPA, L.P. c/o DPA-H, Inc. 4350 La Jolla Village Drive Suite 700 San Diego, California 92122-1233 Attention: President
with a copy to:	DPA, L.P. c/o DPA-H, Inc. 4350 La Jolla Village Drive Suite 700 San Diego, California 92122-1233 Attention: General Counsel
and a copy to:	DPA, L.P. 547 L Street Sacramento, California 95814 Attention: General Manager
City:	City of Sacramento Office of the City Manager 915 I Street, Room 101 Sacramento, California 95814 Attention: Deputy City Manager
with a copy to:	City of Sacramento Department of Public Works Parking Division 1023 J Street, Room 202 Sacramento, California 95814 Attention: Parking Administrator
Macy:	Sacprop c/o Macy's California, Inc. 151 West 34th Street New York, New York 10001 Attention: Chairman
with a copy to:	R. H. Macy & Co., Inc. 151 West 34th Street New York, New York 10001 Attention: Corporate Secretary
Weinstock's:	Carter Hawley Hale Stores, Inc. 444 South Flower Street Los Angeles, California 90071 Attention: Real Estate Department

Exhibit A
Macy Tract

The land referred to in this description is in the State of California, County of Sacramento, City of Sacramento, and is described as follows:

All that real property lying in or about the block bounded by K, L, 4th and 5th Streets, according to the official Map of Plat of the City of Sacramento, and as specifically shown on that Record of Survey entitled "Certain Blocks in Area bounded by J and P Streets, 3rd and 8th Streets, City of Sacramento", recorded in the office of the Recorder of Sacramento County, in Book 13 of Surveys, Map No. 18, more particularly described as follows:

BEGINNING at the point of intersection of the northerly line of said L Street with the westerly line of said 5th Street, said point of beginning is further described as being located North 18 degrees 29'20" East 40.00 feet and North 71 degrees 37'21" West 40.00 feet from an aluminum disc set in concrete stamped L.S. 2651-1958, said monument marking the point of intersection of the center line of said L Street with the center line of said 5th Street; thence from said point of beginning along the westerly line of said 5th Street, North 18 degrees 29'20" East 356.23 feet; thence along a line parallel to and 15.00 feet northerly from the southerly line of said K Street North 71 degrees 36'57" West 331.44 feet; thence along a line parallel to and 10.00 feet westerly from the easterly line of said 4th Street South 18 degrees 28'20" West 356.27 feet to the westerly projection of the Northerly line of said L Street; thence along the Westerly projection of and the northerly line of said L Street, South 71 degrees 37'21" East 331.34 feet to the point of beginning.

November 12, 1993

To: See Attached Distribution List

Re: Macy's California, Inc. - Downtown Plaza
Sacramento, California (the "Property")

Gentlemen:

The undersigned, whose address is 751 Broad Street, Newark, New Jersey 07102, Attention: Counsel, Mortgage Capital Company, does hereby certify that it is a "Mortgagee" as defined in the Cross-Easement Agreement of the Tract of land described on Exhibit A attached hereto and made a part hereof and being the Tract of Macy's California, Inc. ("Party") in Downtown Plaza, located in Sacramento, California. In the event that any notice shall be given of the Default of the party upon whose Tract the Mortgage held by the undersigned applies, a copy thereof shall be delivered to the undersigned who shall have all rights of such Party to Cure such Default. Failure to deliver a copy of such notice to the undersigned shall in no way affect the validity of the notice of Default as it respects such Party, but shall make the same invalid as it respects the Mortgage of the undersigned.

Sincerely,

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By: Ray Cordano
Its: Vice President

1080941

City Agreement No. 92-206

CROSS-EASEMENT AGREEMENT

Developer:	DPA, L.P. c/o DPA-H, Inc. 4350 La Jolla Village Drive Suite 700 San Diego, California 92122-1233 Attention: President
with a copy to:	DPA-H, Inc. 4350 La Jolla Village Drive Suite 700 San Diego, California 92122-1233 Attention: General Counsel
City:	City of Sacramento Office of the City Manager 915 I Street, Room 101 Sacramento, California 95814 Attention: Deputy City Manager
with a copy to:	City of Sacramento Department of Public Works Parking Division 1023 J Street, Room 202 Sacramento, California 95814 Attention: Parking Administrator
Macy:	Macy's California, Inc. 501 O'Farrell Street San Francisco, California 94108 Attention: President
with a copy to:	R. H. Macy & Co., Inc. 151 West 34th Street New York, New York 10001 Attention: General Counsel, Room 1311 and Real Estate, Room 1313
Weinstock's:	Carter Hawley Hale Stores, Inc. 444 South Flower Street Los Angeles, California 90071 Attention: Real Estate Department

1081143

Exhibit A

Macy Tract

The land referred to in this description is in the State of California, County of Sacramento, City of Sacramento, and is described as follows:

All that real property lying in or about the block bounded by K, L, 4th and 5th Streets, according to the official Map of Plat of the City of Sacramento, and as specifically shown on that Record of Survey entitled "Certain Blocks in Area bounded by J and P Streets, 3rd and 8th Streets, City of Sacramento", recorded in the office of the Recorder of Sacramento County, in Book 13 of Surveys, Map No. 18, more particularly described as follows:

BEGINNING at the point of intersection of the northerly line of said L Street with the westerly line of said 5th Street, said point of beginning is further described as being located North 18 degrees 29'20" East 40.00 feet and North 71 degrees 37'21" West 40.00 feet from an aluminum disc set in concrete stamped L.S. 2651-1958, said monument marking the point of intersection of the center line of said L Street with the center line of said 5th Street; thence from said point of beginning along the westerly line of said 5th Street, North 18 degrees 29'20" East 356.23 feet; thence along a line parallel to and 15.00 feet northerly from the southerly line of said K Street North 71 degrees 36'57" West 331.44 feet; thence along a line parallel to and 10.00 feet westerly from the easterly line of said 4th Street South 18 degrees 28'20" West 356.27 feet to the westerly projection of the Northerly line of said L Street; thence along the Westerly projection of and the northerly line of said L Street, South 71 degrees 37'21" East 331.34 feet to the point of beginning.

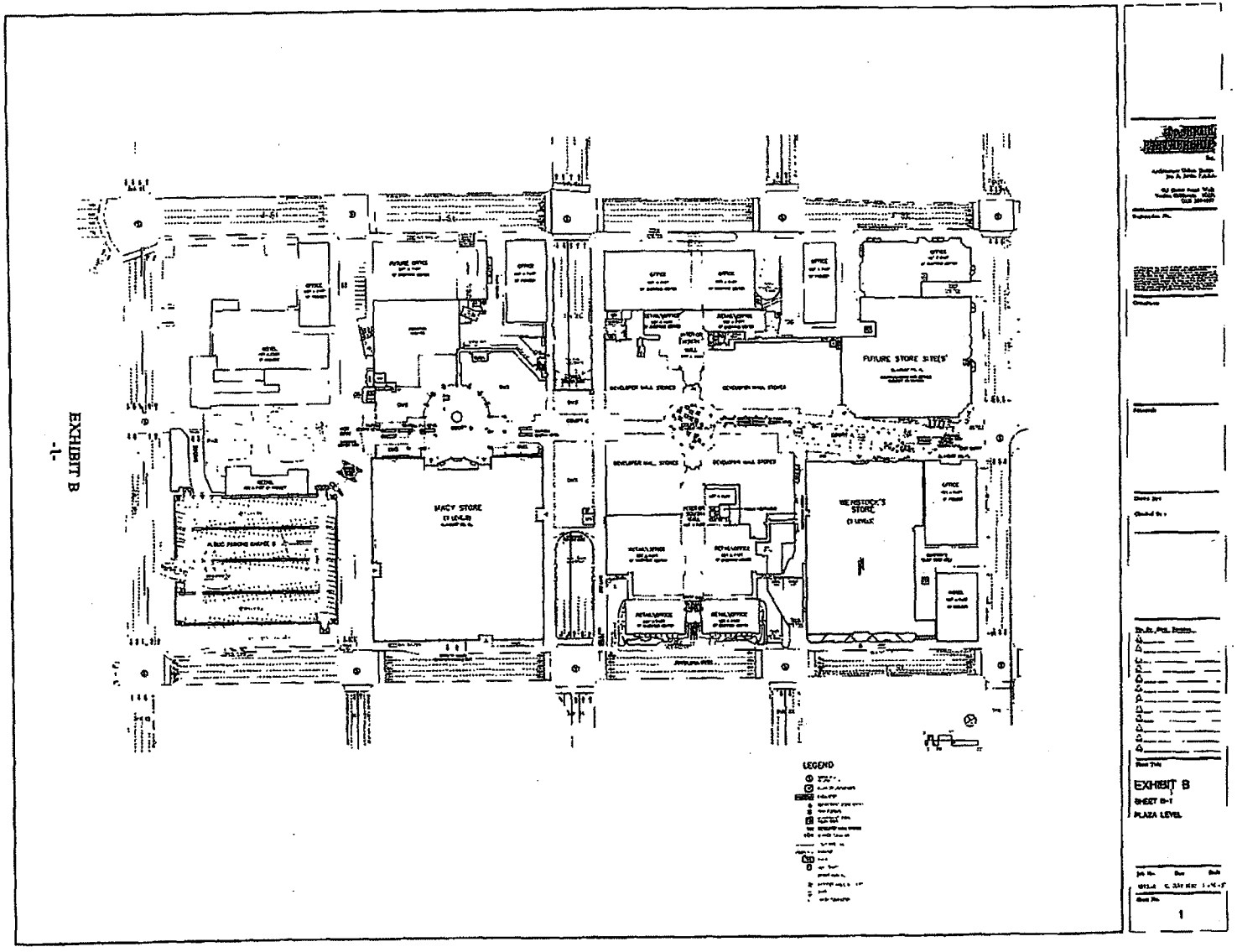

MACY STORE
FUTURE STORE SITE(S)
LEGEND
EXHIBIT B
SHEET B-1
PLAZA LEVEL

EXHIBIT B

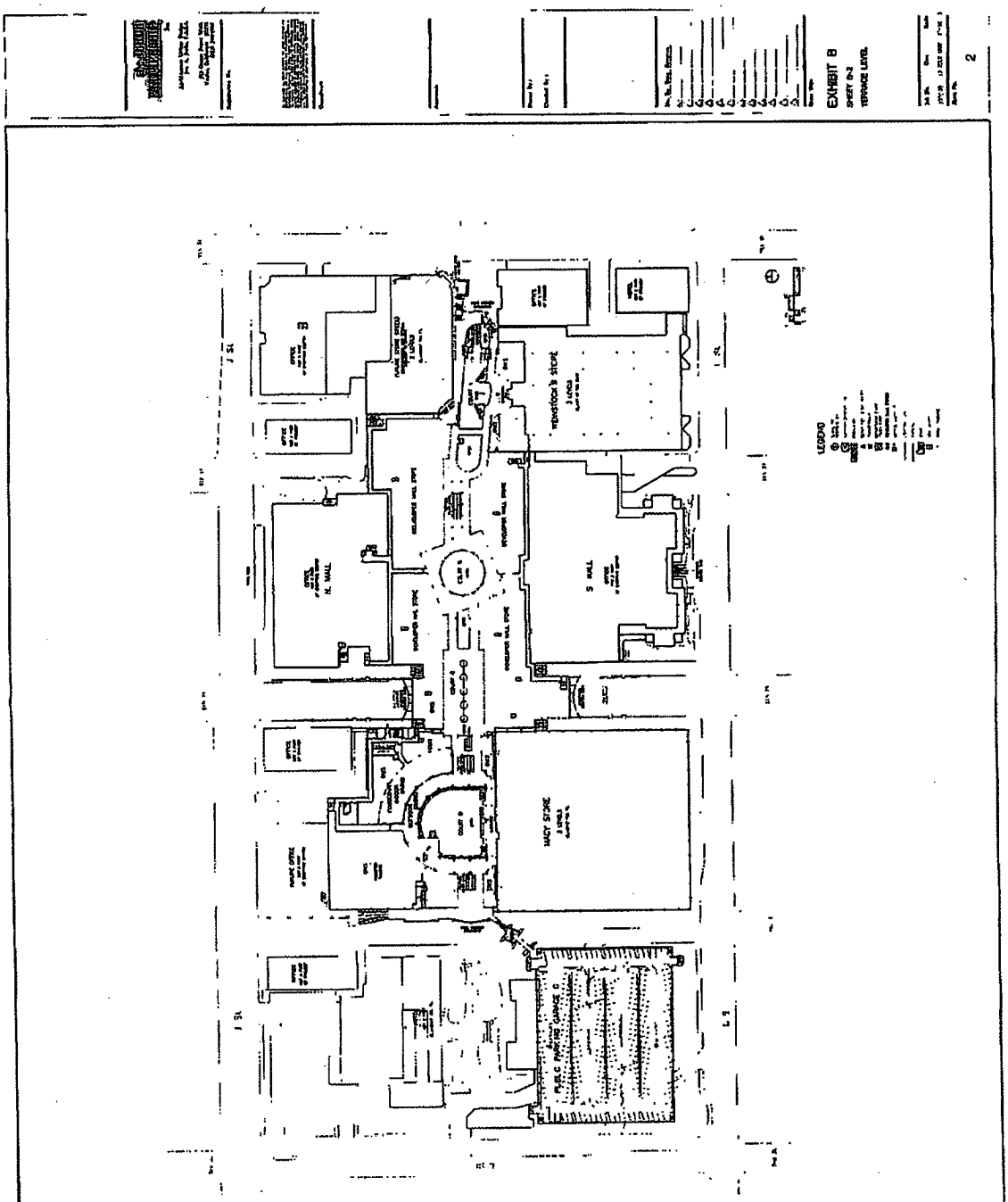


EXHIBIT B
SHEET B-2
TERRACE LEVEL
2
LEGEND
N. WING
S. WING
MACY'S STORE
PUBLIC PARKING GARAGE C

EXHIBIT B
-2-

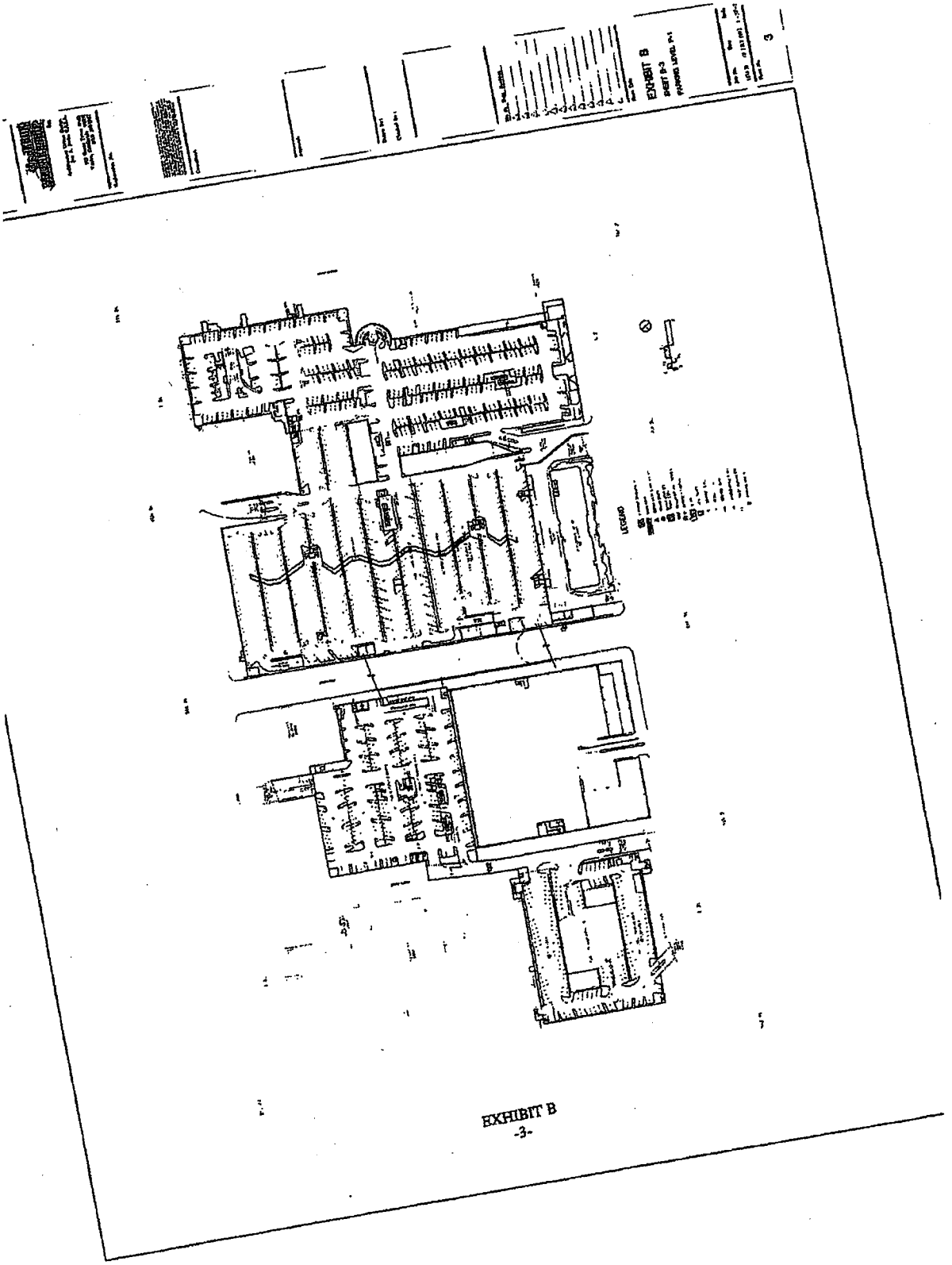


EXHIBIT B

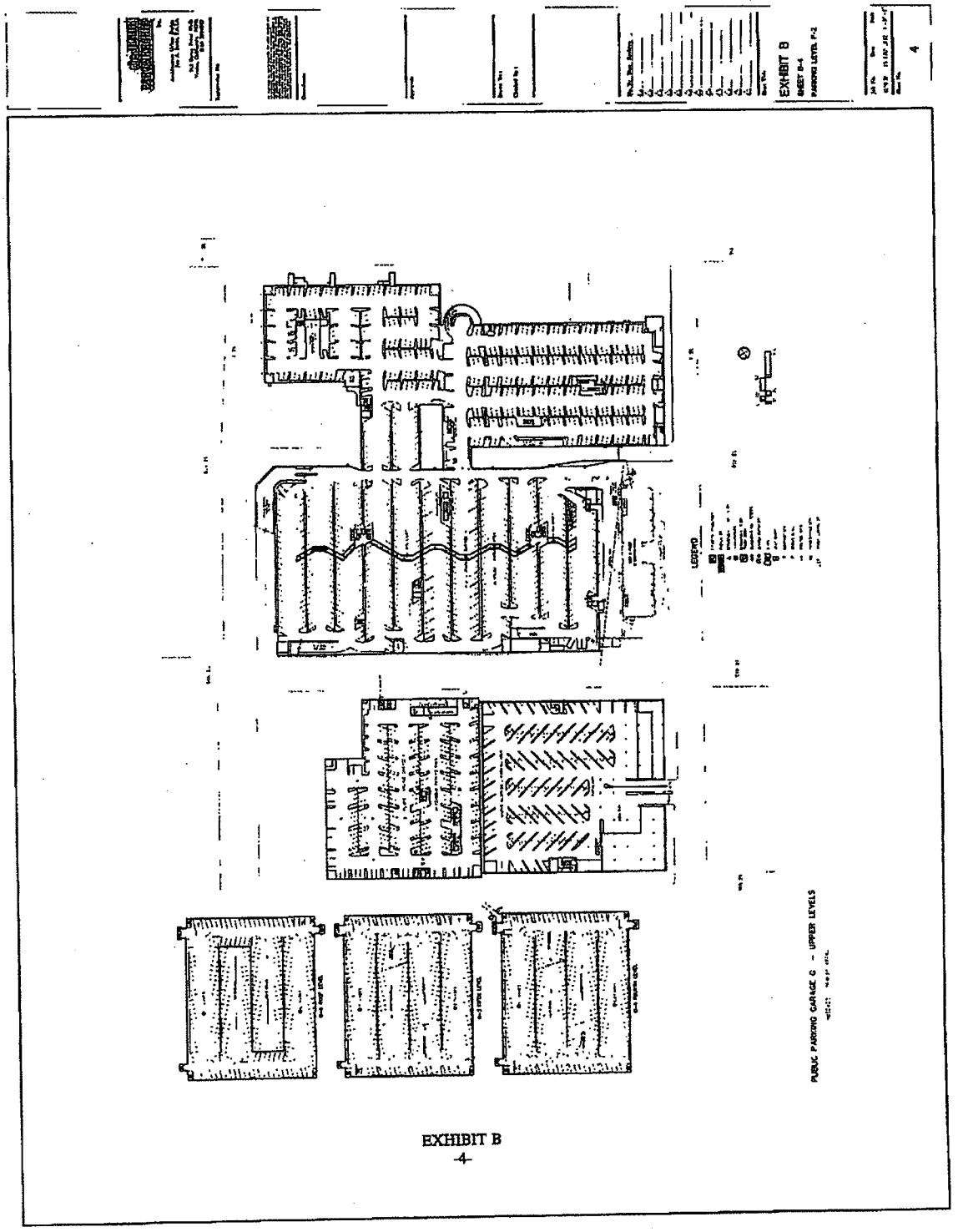


EXHIBIT B
SHEET B-4
PARKING LEVEL P-2
4
LEGEND
PUBLIC PARKING GARAGE G - UPPER LEVELS

EXHIBIT B

EXHIBIT B

PARKING GARAGE SITES

CITY
AGREEMENT NO. 2004-0050

Exhibit B

City of Sacramento
Parking

City of Sacramento
Off-Street Parking Facilities
312 K Street
Sacramento, CA 95814
Phone: (916) 264-5110
Fax: (916) 264-5115
www.sacramentotics.com/parking

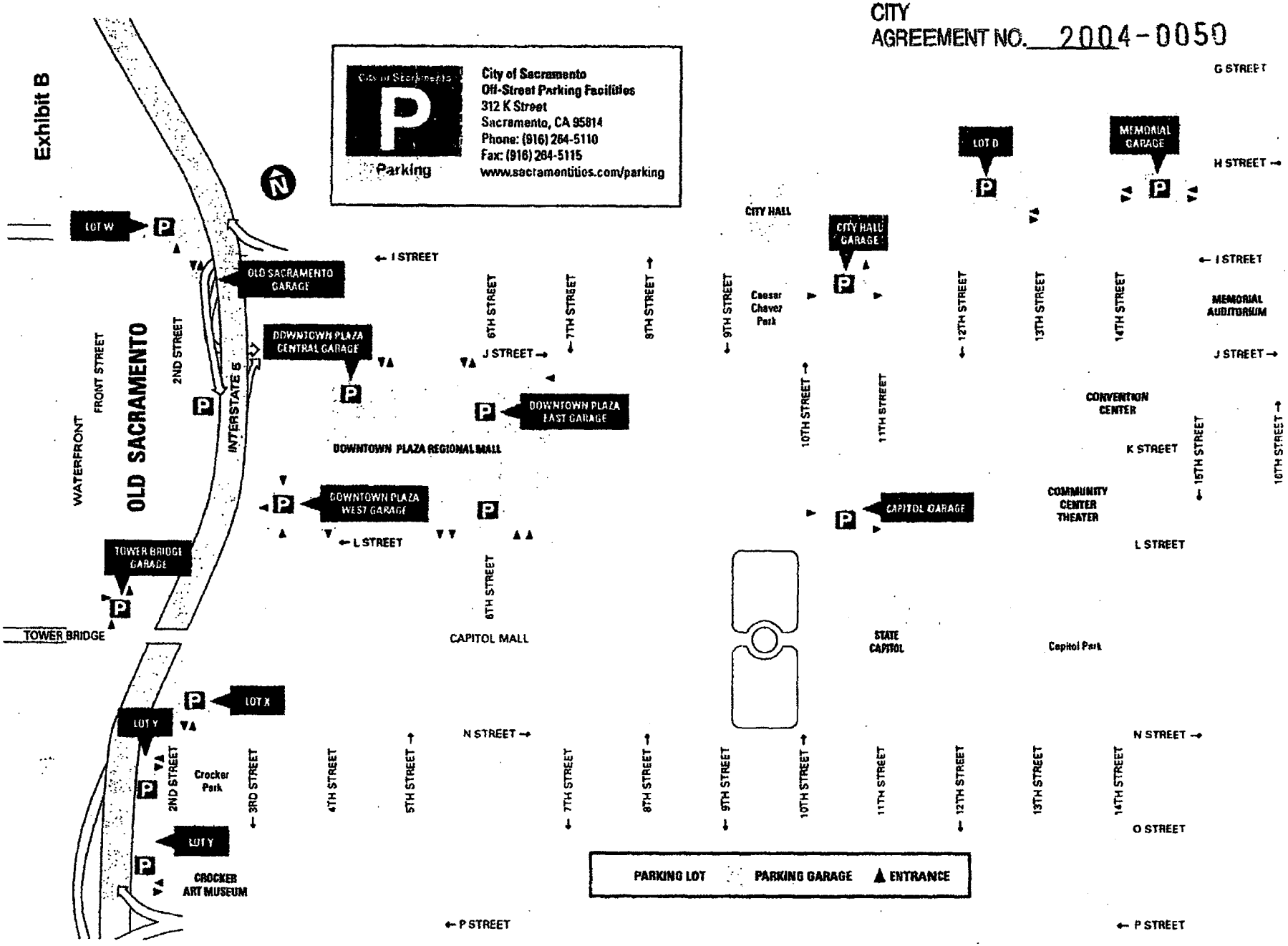


EXHIBIT C

PARKING RATE SCHEDULE

CITY OF SACRAMENTO

Parking Fee Schedule - Effective August 1, 2009

PARKING GARAGES

LOT	Monday - Friday Daytime Rates 6AM-6PM								Saturday - Sunday Daytime Rates 6AM-6PM		6PM-6AM Night Time Rates		Monthly Permits		
	1st Hour		2nd Hour		3rd Hour		Addl. Hour	Day Max.	Hourly	Sat-Sun Max	Night Hourly	Night Max	Monthly Rate	Car Pool	Due Date
	1/2 hour	1/2 hour	1/2 hour	1/2 hour	1/2 hour	1/2 hour									
Memorial	1.50	1.50	1.25	1.25	1.25	1.25	1.25 1/2 hour	14.00	SADR	6.00	SADR	6.00	$135	$101.25	1st
Plaza West	1.25	1.25	1.25	1.25	1.50	1.50	1.50 1/2 hour	15.00	same as Mon - Fri		same as day rate		$135	$101.25	1st
Capitol	1.50	1.50	1.50	1.50	1.50	1.50	1.50 1/2 hour	18.00	1.50 1/2 hour	5.00	1.50 1/2 hr.	5.00	$185	$138.75	1st
City Hall	1.50	1.50	1.50	1.50	1.50	1.50	1.50 1/2 hour	18.00	1.50 1/2 hour	5.00	1.50 1/2 hr.	5.00	$185	$138.75	1st
Plaza East	1.25	1.25	1.25	1.25	1.50	1.50	1.50 1/2 hour	15.00	Same as Mon - Fri		same as day rate		$145	$108.75	1st
Old Sac	1.25	1.25	1.25	1.25	1.00	1.00	1.00 1/2 hour	13.00	Same as Mon - Fri		SADR	7.00	$115	$86.25	1st
Tower	1.50	1.50	1.50	1.50	1.50	1.50	1.50 1/2 hour	15.00	Same as Mon - Fri		SADR	9.00	$130	$97.50	1st
Plaza Central	1.25	1.25	1.25	1.25	1.50	1.50	1.50 1/2 hour	15.00	Same as Mon - Fri		same as day rate		N/A	N/A	N/A

SURFACE PARKING LOTS

LOT	Monday - Friday Daytime Rates 6AM-6PM	Max	Saturday - Sunday	Monthly Hangtags			
			same as Mon - Fri	Unreserved	Reserved	Railrider	Due Date
X	Flat Rate	10.00	Flat Rate	$105.00	N/A	N/A	20th*
Y	$1.50 each Hour	6.00	Max	N/A	N/A	N/A	N/A
D	Flat Rate	8.00	Flat Rate	$125.00	N/A	N/A	20th*
293	$1.50 each 1/2 Hour	9.00	Max	$120.00	N/A	$110.00	20th*
296	No Daily Parking/Monthly Only	N/A	Monthly Only	$110.00	$175.00	N/A	20th*
297	Flat Rate	9.00	Flat Rate	$110.00	$175.00	N/A	20th*

PRE-CHARGE AT LOTS WILL VARY FOR SPECIAL EVENTS. CHECK WITH LOT SUPERVISOR FOR RATES.

** Pre-pay at Tower Bridge Friday & Saturday evenings after 4pm

*SADR= Same as daily rate

* For surface parking lots, the monthly payment is due on the 20th of the preceding month.

Carpool Discount is 25% off the Regular rate

S:\Engineering Services\Contract Services\Consultant Agreements\RFQs & On-Call Lists\Parking Services Operations & Maintenance RFQ\Parking Fee Schedule (Master) 8.01.09

EXHIBIT D

INVENTORY OF OPERATING AND OFFICE EQUIPMENT

FURNISHED BY THE CITY OF SACRAMENTO

Downtown Plaza Inventory List

Parking Office

- 1 S&B computer
- 1 S&B printer
- 3 Computers
- 3 Desks
- 5 Chairs
- 2 Safes
- 6 File cabinets
- 1 Fax machine
- 3 Office phones
- 1 Fax machine
- 1 Scanner
- 1 Paper shredder
- 1 Money counter
- 1 Video surveillance system (monitor, recorder, & camera).
- 2 Lockboxes (1 Lrg & 1 small)
- General office supplies – paperclips, pens, highlighters, rubberbands, notepads, tape, scissors, labels, envelopes, file folders, binder clips, staplers, staples, calculators, receipt rolls, printer cartridges
- Panic alarm monitoring system

Audit Office

- 1 S&B computer
- 1 S&B printer
- 2 computers
- 2 desks
- 2 chairs
- Panic alarm monitoring system

Parking Booths

- 12 S&B cash terminals
- 12 S&B monitors
- 12 S&B fee displays
- 12 drop safes
- Heaters
- Black & white delineators

Downtown Plaza Inventory List

Maintenance Area

- Parking Tickets
- Tools
- 2 Leave blowers
- 4 Trash and mop cart combo
- 2 Large trash carts
- 5 Rolling trash bins
- Signs – (Prepay & Special Event)
- 2 Ladders
- 1 Pressure washer
- 1 Industrial vaccum
- 1 Shop vac
- 4 Gas cans
- Janitorial supplies – trash bags, paper towels, toilet paper, cleaners, mops, brooms, dustpans, dusters

EXHIBIT E

OPERATING BUDGET

Downtown Plaza Garage Proposed 2010-2011 Budget

		Apr '10	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan '11	Feb	Mar	TOTAL
														0
EXPENSES														0
Wages-Cashiers		39,467	39,718	50,162	43,143	47,117	43,148	45,831	51,430	53,057	56,422	50,931	40,878	561,304
Wages-Manager		5,606	5,606	5,606	5,606	5,606	5,606	5,606	5,606	5,606	5,606	5,606	5,606	67,272
Wages-Supervisor		10,904	10,905	10,771	10,905	11,037	10,771	10,904	11,037	10,771	11,037	10,904	10,637	130,583
Wages-Clerical		2,807	2,807	2,680	2,807	2,935	2,680	2,807	2,935	2,680	2,935	2,807	2,552	33,432
Wages-Vacation Pay														0
Wages-Holiday Pay														0
Wages-Cleaning		7,096	7,096	7,096	7,096	7,096	7,096	7,096	7,096	7,096	7,096	7,096	7,096	85,152
Wages-Audit		1,812	1,812	2,025	1,705	1,918	1,705	1,705	1,918	1,705	1,812	2,025	1,705	21,847
Payroll Overhead		12,825	12,872	14,829	13,497	14,333	13,448	14,002	15,145	15,313	16,065	15,022	12,972	170,323
Health and Welfare		5,217	5,217	5,217	5,217	5,217	5,217	5,217	5,217	5,217	5,217	5,217	5,217	62,604
Supplies		758	758	758	758	758	758	758	758	758	758	758	758	9,096
Uniforms		1,420	1,420	1,420	1,420	1,420	1,420	1,420	1,420	1,420	1,420	1,420	1,420	17,040
Office supplies		520	520	520	520	520	520	520	520	520	520	520	520	6,240
Xerox and Printing Postage		790	790	790	790	790	790	790	790	790	790	790	790	9,480
Postage		10	10	10	10	10	10	10	10	10	10	10	10	120
Telephone and Pager		665	665	665	665	665	665	665	665	665	665	665	665	7,980
Insurance-Liability		775	775	775	775	775	775	775	775	775	775	775	775	9,300
Insurance-Vehicles		34	34	34	34	34	34	34	34	34	34	34	34	408
Bank Service Charge		1,285	4,885	1,285	1,285	1,285	1,285	1,285	1,285	1,285	1,285	1,285	1,285	19,020
Incentive Fee														0
Misc Expense		1,455	1,455	1,455	1,455	1,455	1,455	1,455	1,455	1,455	1,455	1,455	1,455	17,460
Vehicle Leases		9	9	9	9	9	9	9	9	9	9	9	9	108
Special Projects		96	96	96	96	96	96	96	96	96	96	96	96	1,152
Customer Service														0
Tickets														0
TOTAL DIRECT EXPENSES		93,551	97,450	106,203	97,793	103,076	97,488	100,985	108,201	109,262	114,007	107,425	94,480	1,229,921

Management Fee 8,245 Per month

Note: Vacation and Holiday pay are included in the line item wage costs for each classification.

Ampco System Parking

EXHIBIT F

DRUG FREE WORKPLACE POLICY AND AFFIDAVIT

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

BID PROPOSAL MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.
Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.

The undersigned contractor certifies that it and all subcontractors performing under this Agreement will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Establishing a Drug-Free Awareness Program to inform employees about:

   a. The dangers of drug abuse in the workplace.
   b. The contractor's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance program.
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:

   a. Abide by the terms of the statement.
   b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.

4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement.

5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:

   a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation or business was performing was within three years of the date of my signature below.

EXCEPTION: _____ _____ _____
Date **Violation Type** **Place of Occurrence**

If additional space is required use back of this form.

*** The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.**

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONSTRUCTION AGREEMENT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: Ampco System Parking

BY: Rod Howery — Regional Vice President **Date:** 2/23/10
Signature Rod Howery **Title**

Effects of violations: **a.** Suspension of payments under the Agreement. **b.** Suspension or termination of the Agreement. **c.** Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years.

EXHIBIT G

Non-discrimination in Employee Benefits by the City Contractors Ordinance

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits By City Contractors Ordinance (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding $25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed. The provisions apply only to those employee(s) actually working on the City contract and only for the actual amount of time the employee(s) spend working on such contract.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to contracts for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use of occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City

right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company , or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees;. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form (attachment "A"), signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as attachment "B."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as attachment "C."

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Ampco System Parking

Name of Contractor

420 Taylor Street, Suite 400, San Francisco, CA 94102

Address

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").

2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.

3. If the face amount of this City Contract is less than $25,000, as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds $25,000 in total value.

4. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:

   a. Bereavement Leave
   b. Disability, life, and other types of insurance
   c. Family medical leave
   d. Health benefits
   e. Membership or membership discounts
   f. Moving expenses
   g. Pension and retirement benefits
   h. Vacation
   i. Travel benefits
   j. Any other benefit offered to employees

   I agree that should I offer any of the above listed employee benefits, that I will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

5. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.

c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.

d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.

e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

   I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with the City, and applies only to those employee benefits for which an open enrollment process is applicable.

f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits

   The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.

g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).

h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of $50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.

8. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

   I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the EBO requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

9. In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the City's Equal Benefits Requirements or of the Ordinance by me.

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.

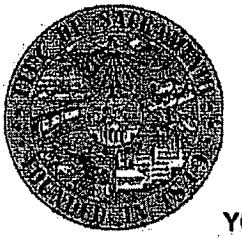
Signature of Authorized Representative

2/24/10
Date

Vivian Smith
Print Name

Vice President, Human Resources
Title

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

On ..... (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for ..... (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits By City Contractors Ordinance (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

  City of Sacramento
  Contract Services Unit
  5730 24th St, Bldg 1
  Sacramento, CA 95822

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

  - Reinstatement, injunctive relief, compensatory damages and punitive damages

  - Reasonable attorney's fees and costs

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

  City of Sacramento
  Contract Services Unit
  5730 24th St, Bldg 1
  Sacramento, CA 95822

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

EXHIBIT H

Living Wage

LIVING WAGE REQUIREMENTS
(Nonprofessional Service Contracts)

The Living Wage Ordinance

On December 9, 2003, the Sacramento City Council enacted a Living Wage Ordinance (the "LWO"), adopted as Amended Ordinance No. 2003-082 and codified as Chapter 3.58 of the Sacramento City Code. The LWO requires certain firms that enter into contracts to provide certain services to or for the City, to pay a specified minimum level of compensation to their employees for time spent performing any work on the City contract. The LWO also applies to certain subcontractors.

The LWO applies to contracts entered into, amended, or renewed or extended at the City's discretion, on or after March 1, 2004 (the "LWO Effective Date").

Contracts and Contractors Covered by the LWO

Determining whether the LWO applies to a specific City contract, contractor or subcontractor, depends on whether the contract, contractor and/or subcontractor meet the criteria specified in the LWO for contract type, contract amount, contractor size (# of employees), subcontract amount and subcontractor size (# of employees). These criteria are summarized below.

Contract Type

The LWO applies only to contracts for Nonprofessional Services. Under the LWO, this includes contracts for any services of a nonprofessional character, including but not limited to tree trimming services, repair services for motor vehicles and office equipment, vehicle towing, and security services.

The LWO does not apply to: (1) Incidental services, such as delivery, installation or maintenance, that are provided under contracts for the purchase or lease of equipment, supplies, or other personal property; (2) contracts that are subject to City, state, or federal prevailing-wage requirements; (3) contracts for professional services (including but not limited to services rendered by engineers, architects, auditors, banks, consultants, actuaries and attorneys); and (4) contracts with nonprofit corporations that are organized under section 501 of the Internal Revenue Code and have fewer than 100 employees, whether full or part time.

Contract Amount

The LWO applies to contracts entered into or amended after the LWO Effective Date that provide compensation from the City of $100,000 or more. In addition, the LWO applies to a contract entered into or amended after the LWO Effective Date that, by itself, does not reach this amount, if the aggregate value of that contract and of any other Nonprofessional Services contracts covered by the LWO that the City has awarded to the same person or firm within the previous 12 months, is $100,000 or more. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHETHER THIS AGGREGATE VALUE IS $100,000 OR MORE, AND TO NOTIFY THE CITY IN WRITING WHENEVER THIS IS THE CASE.**

Contractor Size

The LWO only applies to a contractor that has at least 25 employees, working either full or part time. The number of employees that a contractor has is determined by adding the contractor's employees and the employees of any other person or entity deemed to be a "Related Person" under the LWO.[1]

Subcontract Amount

The LWO applies to a subcontractor providing services under a covered contract if the amount of the subcontract is at least 25 % of the contract amount, without regard to the number of employees the subcontractor has.

Subcontractor Size

The LWO also applies to a subcontractor providing services under a covered contract if the subcontractor has at least 25 employees, working either full or part time, whether or not the amount of the subcontract is at least 25 % of the contract amount.

Payment of Living Wage to Covered Employees

If a contractor or subcontractor meets the criteria specified in the LWO for contract type, contract amount, contractor size, subcontract amount and/or subcontractor size, the contractor or subcontractor is deemed to be a "Covered Employer" under the LWO. The LWO requires a Covered Employer to provide specified minimum compensation to its employees who perform work directly related to the City contract (these employees are called "Covered Employees" under the LWO), for all hours the Covered Employees perform under the City contract.[2]

---

[1] The LWO provides that a person or entity is a Related Person when any of the following circumstances exists:

(1) The person or entity and the contractor are both corporations, and (i) share a majority of members of their governing boards, or (ii) have two or more officers in common, or (iii) are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation's voting power), or (iv) are in a parent-subsidiary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation's voting power); or

(2) The person or entity otherwise controls and directs, or is controlled and directed by, the contractor, as determined by the City Manager.

[2] A Covered Employee includes full-time, part-time, contingent, contract and temporary employees, but does not include: (1) individuals who participate in job-training-and-education programs that have, as their express purpose, the provision of basic job skills and education to participants, with the goal of earning a high-school-equivalency diploma and permanent employment; (2) student interns; (3) individuals participating in specialized-training programs; and (4) an employee whose term and conditions of employment are governed by a bona fide collective-bargaining agreement containing an express waiver of the LWO.

The minimum compensation required is as follows:

(1) If health benefits are provided to Covered Employees and the Covered Employer's contribution for the benefits is at least $1.50 for each hour, then the rates are as follows:

(a) During 2004, $9.00 per hour.
(b) During 2005, $9.33 per hour.
(c) During 2006, the greater of $9.67 an hour or $9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose area (1982-1984=100) from January 1, 2004, through December 31, 2005.
(d) During 2007, the greater of $10.00 an hour or $9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose area (1982-1984=100) from January 1, 2004, through December 31, 2006.

(2) If health benefits are not provided to Covered Employees or if health benefits are provided but the Covered Employer's contribution for the benefits is less than $1.50 for each hour, then the rates are as follows:

(a) During 2004, $10.50 per hour.
(b) During 2005, $10.87 per hour.
(c) During 2006, the greater of $11.17 an hour or $10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose area (1982-1984=100) from January 1, 2004, through December 31, 2005.
(d) During 2007, the greater of $11.50 an hour or $10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose area (1982-1984=100) from January 1, 2004, through December 31, 2006.

Notification to Covered Employees

The LWO requires a Covered Employer to give each existing employee and (at the time of hire) each new employee a copy of the following written notification:

This company may enter into a contract to perform services for the City of Sacramento. If you work on such a contract, then you are entitled to be paid a living wage for each hour so worked. In 2004, the living wage is $9.00 an hour with health benefits and $10.50 an hour without health benefits. In 2005, the living wage is $9.33 an hour with health benefits and $10.87 an hour without health benefits. In 2006, the living wage is at least $9.67 an hour with health benefits and $11.17 an hour without health benefits. And in 2007, the living wage is at least $10.00 an hour with health benefits and $11.50 an hour without health benefits. For more information, see chapter 3.58 of the Sacramento City Code, which can be viewed at www.cityofsacramento.org.

The LWO requires the above notification to be provided in each language spoken by 10% or more of the Covered Employer's workforce.

The LWO also requires a Covered Employer to inform all employees who earn less than $12 an hour of their possible right to the federal Earned Income Credit (EIC), and to make available to those employees any forms required to secure advance E IC payments from the Covered Employer.

Subcontractor Compliance

A contractor is responsible for requiring all of its subcontractors who are covered by these requirements to comply with the provisions of the LWO, by including these requirements in all subcontracts covered by the LWO.

Other Provisions of the LWO

Use of Funds Paid Under City Contracts

Under the LWO, Covered Employers may not directly use City funds to persuade Covered Employees to support or oppose unionization, and Covered Employers may not directly use City funds to schedule or hold meetings related to union representation during the Covered Employees' working hours. These restrictions do not apply to expenditures made during good-faith collective bargaining or to expenditures required u nder bona fide collective-bargaining agreements.

No Reduction in Non-Wage Benefits

Under the LWO, Covered Employers may not fund any wage increases required by the LWO, nor shall Covered Employers otherwise respond to the enactment of the LWO, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of their employees.

No Retaliation

The LWO prohibits a Covered Employer from taking any adverse action against a Covered Employee because the Covered Employee does any of the following: (1) exercises or asserts his or her rights under the LWO; (2) informs or assists other Covered Employees concerning their rights and the Covered Employer's obligations under the LWO; (3) complains about the Covered Employer's failure to comply with the LWO; or (4) seeks to enforce the LWO.

No Reduction in Collective-Bargaining Wage Rates

The LWO does not require or authorize any Covered Employer to reduce wages set by a collective-bargaining agreement or required under any prevailing-wage law.

Violations and Monitoring

The LWO provides that any violation of the LWO by a City contractor constitutes a material breach of the contract, and authorizes the City to terminate the contract and pursue all available legal and equitable remedies. In order to monitor compliance, the LWO authorizes the City to require Covered Employers to verify their compliance with the LWO by submitting certified payroll records to the City, and to take such other steps

DECLARATION OF COMPLIANCE
Living Wage Ordinance

Name of Contractor: Ampco System Parking
Address: 420 Taylor Street, Suite 400, San Francisco, CA 94102
Name of City Contract
Subject to the Living Wage Ordinance: Operation & Maintenance of Downtown Plaza Parking Facilities
Contracting Department: Department of Transportation

The above-named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Living Wage Requirements provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitation for the performance of services under a City contract.

2. As a condition of receiving the City contract, I agree to fully comply with the Living Wage Requirements, as well as any additional requirements that may be specified in the City's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, I will pay not less than the minimum compensation specified in the Ordinance to my employees, for all time spent performing any work under my City contract.

3. If the amount of my City contract is less than $100,000, as a condition of receiving this contract I will notify the City in writing if the aggregate value of my City contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to me within the previous 12 months, is $100,000 or more.

4. I acknowledge and agree that the Living Wage Requirements, the Ordinance and this Declaration shall constitute part of my City contract, and that these provisions shall govern in the event of any conflict with any other provisions of the contract.

5. I further acknowledge and agree that any violation of the Living Wage Requirements or the Ordinance constitutes a material breach of my City contract, and that, if such a breach occurs, the City will be authorized to terminate the contact, and pursue all available legal and equitable remedies.

6. If requested by the City, I will promptly submit certified payroll records to the City, for myself and/or for my subcontractor(s), as requested by the City, and I will take any other steps as may be required by the City to determine whether my subcontractor(s) or I have complied with the Living Wage Requirements and the Ordinance.

7. I will require all of my subcontractors who are covered by these requirements to comply with the Living Wage Requirements and any additional requirements that may be specified in the Ordinance, and I will include these requirements in all subcontracts covered by the Ordinance.

8. I will defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the City's Living Wage Requirements or the Ordinance by me or by any subcontractor retained to perform work or provide services under my City contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.

Rod Howery
Signature of Authorized Representative
Print name: Rod Howery
Title: Regional Vice President

Date: 2/23/10

3-01-05

as may be necessary for the City to determine whether the requirements of the LWO have been satisfied.

The LWO also includes provisions authorizing an employee or interested person to file a judicial action against a contractor or subcontractor for violation of the LWO.

Declaration of Compliance

To assure compliance with the LWO, any person or entity entering into a contract to provide Nonprofessional Services to or for the City, on or after March 1, 2004, is required to provide the City with a signed Declaration of Compliance in the form attached hereto, prior to the City's execution of the contract. The Declaration of Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and, when accepted by the City, shall constitute part of the contract.

Additional Information

- For a complete description of the LWO's provisions, refer to the LWO codified at Sacramento City Code Chapter 3.58. The Sacramento City Code is available on the internet at www.cityofsacramento.org.
- For more information on the LWO requirements and the City's LWO program, contact Procurement Services at (916) 808-6747.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/27/09

PRODUCER LIC #0352275 1-415-541-7900
Wells Fargo of CA Ins. Services Inc.

45 Fremont Street
Suite 800
San Francisco, CA 94105

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Ampco System Parking

Branch 4140
420 Taylor Street, Ste 400
San Francisco, CA 94102

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ACE AMER INS CO	22667
INSURER B: ACE PROP & CAS INS CO	20699
INSURER C: HARTFORD FIRE IN CO	19682
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	XSLG23742317	11/01/09	11/01/10	EACH OCCURRENCE	$2,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$Excluded
		X $1,000,000 SIR				PERSONAL & ADV INJURY	$2,000,000
		X XCU				GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$2,000,000
		X POLICY PRO-JECT LOC					
A		AUTOMOBILE LIABILITY	XSAH08245009	11/01/09	11/01/10	COMBINED SINGLE LIMIT (Ea accident)	$3,000,000
		X ANY AUTO					
		X ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		X SCHEDULED AUTOS					
		X HIRED AUTOS				BODILY INJURY (Per accident)	$
		X NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
A		GARAGE LIABILITY	XSLG23742317	11/01/09	11/01/10	AUTO ONLY - EA ACCIDENT	$
		X ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$1,000,000
		X $1,000,000 SIR				AGG	$2,000,000
B		EXCESS/UMBRELLA LIABILITY	XOOG24903382	11/01/09	11/01/10	EACH OCCURRENCE	$5,000,000
		X OCCUR CLAIMS MADE				AGGREGATE	$5,000,000
							$
		DEDUCTIBLE					$
		X RETENTION $ 25,000					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCUC44347854	04/14/09	04/14/10	X WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$2,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$2,000,000
						E.L. DISEASE - POLICY LIMIT	$2,000,000
C		OTHER Employee Dishonesty/Fidelity	00FA024632809	11/01/09	11/01/10	Each Occurrence	1,500,000
						Deductible	250,000
A		Excess Auto Liability	XSAH0830175A002	11/01/09	11/01/10	Each Accident	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Branch 4140
Re: Downtown Plaza West (DPW), Downtown Plaza Central (DPC), and Downtown Plaza East (DPE) Golf Cart with VIN #1FABP225620102064 is covered under the Automobile Liability Policy. The City of Sacramento its employees, officers, agents and contractors are i

CERTIFICATE HOLDER

City of Sacramento

921 10th Street, 7th Floor

Sacramento, CA 95814

USA

106-23267781

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08) abn09
13457762

© ACORD CORPORATION 1988

11/10/2009 8:30AM

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/27/09

PRODUCER LIC #0352275 1-415-541-7900
Wells Fargo of CA Ins. Services Inc.

45 Fremont Street
Suite 800
San Francisco, CA 94105

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INSURED
Ampco System Parking

Branch 4140
420 Taylor Street, Ste 400
San Francisco, CA 94102

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ACE AMER INS CO	22667
INSURER B: ACE PROP & CAS INS CO	20699
INSURER C: HARTFORD FIRE IN CO	19682
INSURER D:	
INSURER E:	

COVERAGES

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INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X $1,000,000 SIR X XCU GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	XSLG23742317	11/01/09	11/01/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $2,000,000 $Excluded $2,000,000 $2,000,000 $2,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	ISAH08245009	11/01/09	11/01/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$3,000,000 $ $ $
A		GARAGE LIABILITY X ANY AUTO X $1,000,000 SIR	XSLG23742317	11/01/09	11/01/10	AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $1,000,000 $2,000,000
B		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 25,000	X00G24903382	11/01/09	11/01/10	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000 $ $ $
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCUC44347854	04/14/09	04/14/10	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$2,000,000 $2,000,000 $2,000,000
C		OTHER Employee Dishonesty/Fidelity	00FA024632809	11/01/09	11/01/10	Each Occurrence Deductible	1,500,000 250,000
A		Excess Auto Liability	XSAH0830175A002	11/01/09	11/01/10	Each Accident	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Branch 4140
Re: Downtown Plaza West (DPW), Downtown Plaza Central (DPC), and Downtown Plaza East (DPE) Golf Cart with VIN #1FABP225620102064 is covered under the Automobile Liability Policy. The City of Sacramento its employees, officers, agents and contractors are i

CERTIFICATE HOLDER

City of Sacramento

921 10th Street, 7th Floor
Sacramento, CA 95814
USA

106-23267 81

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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13457762

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11/10/2009 8:30AM

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

Named Insured	ABM Industries Incorporated		Endorsement Number
Policy Symbol XSL	Policy Number XSLG23742317	Policy Period 11/1/2009 to 11/1/2010	Effective Date of Endorsement 11/1/2009
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Person or Organization:

Any person or organization whom you have agreed to include agreed as an additional insured in a written contract or written agreement.

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only to the extent that said person or organization is indemnified by your written contract or agreement with said additional insured. The insurance with respect to such additional insured shall not exceed such coverage and limits of liability in the written contract or agreement nor the coverage and limits of liability of this policy, and applies only with respect to liability arising out of your operations or premises owned by or rented to you

If required by the written contract or agreement with said additional insured, this insurance shall be primary insurance to any other insurance available to said insured covering the same loss. Such other insurance available to said additional insured shall be excess to and non-contributing to this insurance.

Authorized Agent

ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured ABM Industries Incorporated			Endorsement Number 6
Policy Symbol ISA	Policy Number ISAH08245009	Policy Period 11/01/2009 to 11/01/2010	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO POLICY
TRUCKERS POLICY
GARAGE POLICY

Additional Insured (s): Any person or organization against whom you have agreed to include as an additional insured in a written contract or written agreement.

A. For a covered "auto," Who Is Insured is changed to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:

1. You.
2. Any of your employees or agents.
3. Any person operating a covered "auto" with permission from You, any of your employees or agents.

B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Agent

Exhibit B
to
Agreement for Interim Parking Operations Management

Contractor Administration for Parking Access Control Equipment

(see attached)

City of Sacramento

Tax ID # if applicable:

Requires Council Approval: ☐ No ☒ YES **Meeting:** June 22, 2010

☐ Real Estate ☐ Other Party Signature Needed ☐ Recording Requested

General Information

Type: Select Contract Type **PO Type: Select PO Type** **$ Not to Exceed: $ 1,858,100**	**Attachment: Amendment No.: 3** **Original Doc Number: 2000-094**
Other Party: Scheidt & Bachmann USA, Inc.	**Certified Copies of Document::**
Project Name: Parking Administration and Revenue Control System Upgrade and Maintenance Agreement	**Deed:** ☐None ☐ Included ☐Separate
Project Number: 15001211 Bid Transaction #:	E/SBE-DBE-M/WBE:

Department Information

Department: Transportation
Division: Parking Services
Project Mgr: Matt Eierman
Supervisor:
Contract Services: Date:
Section Manager:
Phone Number:
Division Manager: Howard Chan
Comment:
Org Number:

Review and Signature Routing

Department	Signature or Initial	Date
Contract Services:	SRC	6-21-10
Project Manager:		6.21.10
Supervisor:		
Section Manager:		
Division Manager:		6-21-10

City Attorney	Signature or Initial	Date
City Attorney (MC: 09300):		6/21/2010

☐ Send Interoffice Mail ☒ Notify for Pick Up

Authorization	Signature or Initial	Date
Department Director, Jerry Way ***Concurrence Here Only:***		6-21-10
City Manager (MC 09200): Yes ☒ No ☐		6-24-10
City Clerk (MC: 09400):		

Contract Cover/Routing Form: Must Accompany ALL Contracts; (01-01-09)

For City Clerk Processing

Finalized:
Initial: DRB
Date: 6-28-10
Imaged:
Initial: VE
Date: 6/30/10

Received:
(City Clerk stamp here)

RECEIVED
CITY CLERK'S OFFICE
SACRAMENTO
2010 JUN 24 P 12:46

***2000-094-3**
Title: Parking Admin & Revenue Control System Upgrade/Maint
Agmt With: Scheidt & Bachmann USA Inc
Authorization: Reso 2010-376

THIRD AMENDMENT TO PARKING REVENUE CONTROL SYSTEM AGREEMENT BETWEEN SCHEIDT & BACHMANN USA, INC. AND THE CITY OF SACRAMENTO

RECITALS

1. Scheidt & Bachman USA, Inc. ("Contractor") and the City of Sacramento ("City") entered into an Agreement for a Parking Revenue Control System, identified as City Agreement No. 2000-0094, which agreement was amended by a First Amendment in July 2001 (City Agreement No. 2000-0094-1) and further amended by a Second Amendment in May 2003 (City Agreement No. 2000-0094-2) (hereafter collectively referred to as the "Agreement").

2. The Agreement set forth the terms by which Contractor would make the improvements to City parking garages necessary for the use of a centralized revenue control system.

3. The Agreement provided for the installation of the improvements in all City parking garages and facilities.

4. The City desires to upgrade or replace obsolete parking control hardware, computers and software to ensure the parking garage system is compliant with Payment Card Industry (PCI) standards and to improve and streamline tracking of revenue, parking space availability, audit functionality and provide on-line payment capability.

5. The City and Contractor agree that Contractor will perform the work necessary to upgrade the parking revenue system under the terms and conditions set forth in this Third Amendment

NOW THEREFORE, in consideration of the mutual obligations set forth in the Agreement and this Third Amendment, the parties agree to amend the Agreement as follows:

1. **Amend definition of "Business Days" in Section 1 to read:**

The hours of the day occurring between 8:00 a.m. and 5:00 p.m. Pacific Time on Monday through Friday, excluding legal holidays recognized by the City.

2. **Amend Section 2.1 to read:**

Except as otherwise provided in Section 9 of this Agreement, which sets forth Contractor's maintenance obligations, the term of this Agreement shall be as described in Exhibit N, subject to earlier termination pursuant to Section 15 of this Agreement. Those provisions of this Agreement capable of performance after expiration or

*2000-094-3
Title: Parkng Admin & Revenue Control System Upgrade/Maint
Agmt
With: Scheidt & Bachmann USA Inc
Authorization: Reso 2010-376

termination of this Agreement, including but not limited to Section 17 (Indemnification), shall survive any expiration or termination of this Agreement, except that for any claim arising after the effective date of this Third Amendment for damages resulting from the failure or malfunction of a parking gate installed prior to such effective date, the Contractor's obligation to indemnify CITY for such damages under Section 17 shall be limited to 50% of the amount of such damages.

3. The Agreement is amended to upgrade the parking revenue control system as set forth in Exhibit N to this Third Amendment, attached hereto and incorporated herein, and to extend maintenance services for 6 years, for an amount not to exceed (i) $665,019.18 for the upgrade/install cost, (ii) $200,000 for parts and equipment, and (iii) $993,080.82 for 6 years of maintenance services through June 30, 2016. The total amount for this project shall not exceed $1,858,100.

4. Amend Section 9.1.2 to read:

The City, in its sole discretion, shall have the option of extending the term of Contractor's maintenance obligations under this Agreement beyond the 6 year extension set forth in Exhibit N.

5. Amend Section 19.13 to read:

All notices and other communications required or permitted to be given under this Agreement shall be in writing, and will be deemed given and effective: (i) when delivered personally with proof of receipt; (ii) when sent by e-mail; (iii) when delivered by overnight express; or (iv) three (3) business days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested and addressed to a party at its address for notices. Each party's address for notices is stated below. Such address may be changed by a notice delivered to the other party in accordance with the provisions of this Section.

To City:	Parking Manager City of Sacramento 300 Richards Street Sacramento CA 95814 e-mail:HChan@cityofsacramento.org
To Contractor:	Tom Wunk, Vice President Scheidt & Bachmann USA, Inc. 31 North Avenue Burlington Massachusetts 01803 e-mail:twunk@msn.com

6. New Sections 19.14 through 19.18 are added to the Agreement as follows:

19.14 Public Records

Notwithstanding any provision of this Agreement to the contrary, any materials received from Contractor will be disclosed upon receipt of a request for disclosure pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY will give notice to Contractor of any request for the disclosure of such information to allow Contractor to seek judicial protection from disclosure. Failure by Contractor to respond to the notice and/or take timely steps to seek judicial protection from disclosure shall constitute a complete waiver by Contractor of any rights regarding the information designated as "trade secret" and such information shall be disclosed by CITY pursuant to applicable procedures under the California Public Records Act. Under no circumstances will CITY have any obligation to seek judicial protection from disclosure for any materials or documents received relating to this Agreement

19.15 Payment Card Industry (PCI) Compliance

All software and hardware provided by Contractor shall comply with PCI standards and Contractor shall update such software and hardware in a timely way to meet any new PCI standards.

19.16 Software Delivery

All software shall be delivered electronically. No California state tax is charged on software delivered electronically.

19.17 Software Updates and Upgrades

All software provided by Contractor shall comply with currently supported versions of operating system software, database software, embedded software and any other third party software provided by Contractor under the Agreement.

The system will receive software Updates as an included component of the system warranty and the extended maintenance services. An Update is defined as a software correction to a defect or flaw in the existing software portfolio, A system Upgrade is defined as a new functional component or enhancement to modify/enhance the existing software portfolio. Any system upgrades or new functional application requested by the City will be reviewed by Contractor and associated description and pricing component will be provided to the City for consideration.

19.18 Documentation

Within thirty (30) days after execution of this Third Amendment by the parties, Contractor shall provide City with one hardcopy, one electronic copy and/or access to the Contractor's website that will allow download access to all technical network and hardware specifications, software documentation, a current version of the data dictionary user manuals, updated design and layout documents. All documents will be updated on a timely basis as system components are replaced, updated or upgraded. All documentation will be provided in English at no additional charge as long as the City is under a maintenance contract.

7. Amend Exhibit J, Section 1.3 to read:

City shall provide remote access according to Contractor's specification. Contractor's network specifications to be reviewed by the City and to be in accordance with City security policies, as mutually agreed.

8. Amend Exhibit J, Section1.6 to read:

Contractor shall provide additional support services from its out of state support centers during normal City business hours (8:00 a.m. – 5:00 p.m. Pacific Time)

9. Contractor agrees to pay City pursuant to Section 16.1 as liquidated damages, and not as penalty, the sum of one thousand dollars ($1,000) per day for each and every day that successful completion of the Final Acceptance Test is delayed beyond the term specified in Exhibit N; provided that the amount of Contractor's liability for liquidated damages hereunder shall not exceed five percent (5%) of the upgrade/install amount specified in Section 3 above.

10. Delete Section 18.

11. Except as specifically provided herein, all terms and conditions of the Agreement shall remain in full force and effect and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as modified by this Third Amendment.

12. Contractor warrants and represents that the person or persons executing this Third Amendment on behalf of the Contractor has or have been duly authorized by Contractor to sign this Third Amendment and bind the Contractor to the termshereof.

IN WITNESS THEREOF, the parties hereto have caused this Third Amendment to the Agreement to be executed as of _____:

THIRD AMENDMENT TO AGREEMENT BETWEEN
SCHEIDT & BACHMANN, USA INC. AND THE CITY OF SACRAMENTO

Scheidt & Bachmann, USA, Inc.

By: _____
Its: Treasurer
Date: 6/18/2010

By: _____
Its: Secretary
Date: 6/18/10

75-2605586
Federal Tax ID

116245
City of Sacramento
Business Operations Tax Cert. No.

CITY OF SACRAMENTO,

A Municipal Corporation

By: _____

John Dangberg, Assistant City Manager
For: Gustavo F. Vina, Interim City Manager, June 24, 2010

APPROVED AS TO FORM:

By: _____
Deputy City Attorney

ATTEST:

By: _____
Asst City Clerk 6-28-10

THIRD AMENDMENT TO PARKING REVENUE CONTROL SYSTEM AGREEMENT BETWEEN SCHEIDT & BACHMANN USA, INC. AND THE CITY OF SACRAMENTO

EXHIBIT N

1. Scope of Services

1.1 Upgrade of the CMS 20 software to the latest *enterVo* application
1.2 Integration of the certified PABP compliant credit card processing module and transition to PA DSS credit card processing software to meet PIN Transaction Security (PTS) Version 3.0 when available.
1.3 Field equipment software upgrade to *enterVo*
1.4 System design and project management services
1.5 Design, Configuration, Installation and Testing services
1.6 *enterVo* system training
1.7 Integration of credit card processing software (Verifone)
1.8 Additional services and software licenses as specified in the attached Detailed Price List
1.9 Provision and Installation at City of all software and hardware in Section 4
1.10 Implementation of all current customized functionality and processes specific to the City supported by the entervo CMS.
1.11 City to purchase all server and desktop hardware
1.12 City purchased hardware will meet or exceed the specifications in Section 7
1.13 All Computer Hardware will be assembled, configured and tested at an S&B Facility prior to installation at the City.
1.14 All servers will be installed in the City's data center
1.15 6 Year extension of current maintenance services provided for existing and new hardware and software under this agreement. Yearly period of service would start each July 1 and conclude on June 30.

2. Payment Milestones

2.1	Within 30 days contract execution	First Year Maintenance
2.2	Within 30 days of project start date	30% of Upgrade/Install Total Cost
2.3	Delivery of S&B configured equipment	30% of Upgrade/Install Total Cost
2.4	Beneficial use of system	20% of Upgrade/Install total Cost
2.5	Completion of Facility Acceptance Tests	10% of Upgrade/Install total cost
2.6	Completion of Final Systems Acceptance Test	10% of Upgrade/Install total cost

3. Time of Completion

The project will start within 60 days of contract execution and be completed within 210 calendar days.

4. Detailed Price List (attached)
5. Summary Device Counts (attached)
6. Component Details and Summary (attached)
7. Computer Specifications (attached)

	Exhibit N - Section 4 City of Sacramento - Detailed Pricing	QTY	Unit Cost	Ext Cost
A	**Computer Hardware - Supplied by City of Sacramento**			
1	Cashier PC - OptiPlex 760 Desktop OptiPlex 760 Desktop	26	$0.00	$ -
2	Facility Controllers - Tower PowerEdge T100 Quad Core	4	$0.00	$ -
3	Credit Card Server Rack PowerEdge R300 Quad Core Intel®	2	$0.00	$ -
4	LR/FC Rack PowerEdge R300 Quad Core Intel® Xeon® X3363	1	$0.00	$ -
5	LDS - PowerEdge R710 Chassis for Up to Six 3.5-Inch Drives	1	$0.00	$ -
6	APC 600 Watt UPS	0	$0.00	$ -
7	APC 1000 Watt UPS	0	$0.00	$ -
	Subtotal A			**$ -**
B	**S&B Supplied Hardware**			
8	TRS Flash	83	$56.29	$ 4,672.07
9	Door Switches	64	$54.47	$ 3,486.08
10	EmBedded VI LX800	83	$2,394.00	$ 198,702.00
11	USB Box	26	$924.00	$ 24,024.00
12	ELO Touchscreens	26	$1,069.00	$ 27,794.00
13	HID Readers	85	$300.00	$ 25,500.00
14	Wiegand interface cards	85	$140.00	$ 11,900.00
	Subtotal B			$ 296,078.15
	Taxes @ 8.75%			$ 25,906.84
	Subtotal B + Tax			**$ 321,984.99**
C	**S&B Supplied Software**			
15	EnterVo Licensing Cashier	23	$2,800.00	$ 64,400.00
16	EnterVo Licensing Encoder Central Cashier	3	$3,670.00	$ 11,010.00
17	EnterVo Licensing Facility Controller	4	$4,800.00	$ 19,200.00
18	EnterVo Licensing CC Server	2	$4,800.00	$ 9,600.00
19	EnterVo Licensing LR	1	$7,150.00	$ 7,150.00
20	*EnterVo Licensing LDS includes Oracle 10g	1	$5,280.00	$ 5,280.00
21	EnterVo Licensing Field Devices Entry/Exit	64	$500.00	$ 32,000.00
22	EnterVo Licensing Field Devices POF	19	$500.00	$ 9,500.00
23	EnterVo Licensing Field Browsers	5	$2,171.00	$ 10,855.00
	Subtotal C			**$ 168,995.00**
D	**3rd Party Software and Hardware**			
24	CC Middlware Software - Verifone	1	$1,300.00	$ 1,300.00
25	*Oracle Licensing 10g -	0	$7,076.00	$ -
26	Dell™ 1U KVM / KMM Console	1	$899.99	$ 899.99
27	OmniView™ SMB Server Interface Module	1	$56.74	$ 56.74
28	OmniView Cat 5 216 KVM Switch	1	$753.20	$ 753.20
29	Acronis Snap Deploy 3 for Workstation w/Standard License	26	$25.00	$ 650.00
30	Acronis Snap Deploy 3 for Servers w/Standard License	8	$121.00	$ 968.00
31	Acronis Disk Director Suite for Workstation	26	$55.00	$ 1,430.00
32	Acronis Disk Director for Server w/Standard License	8	$418.00	$ 3,344.00
33	HID Cards	7500	$2.80	$ 21,000.00
34	NetOp Guest Software	1	$250.00	$ 250.00
35	Nortan Anti-Virus	0	$51.00	$ -
	Subtotal D			$ 30,651.93
	Taxes @ 8.75%			$ 2,682.04
	Subtotal D + Tax			**$ 33,333.97**

E	**enterVo/ PCI Software Installation and Configuration**			
36	enterVo - ZR	8	$1,800.00	$ 14,400.00
37	enterVo - LR	2	$1,800.00	$ 3,600.00
38	entervo-Oracle - LDS	1	$1,800.00	$ 1,800.00
39	enterVo - Credit Card(2)	1	$1,800.00	$ 1,800.00
40	enterVo - Central Cashier / Encoding Station	4	$1,800.00	$ 7,200.00
41	enterVo - Central Cashier / Encoding Station	26	$440.00	$ 11,440.00
42	enterVo - Entry Lane / Card Reader Entry	30	$440.00	$ 13,200.00
43	enterVo - Express Exit Lane / Card Reader Exit	34	$440.00	$ 14,960.00
44	enterVo - POF	19	$440.00	$ 8,360.00
	Subtotal E			**$ 76,760.00**
F	**enterVo Training and Testing Costs**			
45	enterVo - Training Session	10	$900.00	$ 9,000.00
46	enterVo - Offsite Testing	3	$1,800.00	$ 5,400.00
47	enterVo - FAT Testing	2	$1,800.00	$ 3,600.00
	Subtotal F			**$ 18,000.00**
G	**Warranty and Professional Services**			
48	Project Management and Mobilization:	1	$ 26,215.70	$ 26,215.70
49	System Design and Customization :	1	$ 15,729.42	$ 15,729.42
50	One-Year Software Warranty :	1	$ 4,000.00	$ 4,000.00
	Subtotal G			**$ 45,945.12**
	Subtotal Hardware and Software (B, C, D)			**$ 524,313.96**
	Subtotal Installation, Testing, Training Services (E, F)			**$ 94,760.00**
	Subtotal Warranty and Professional Services (G)			**$ 45,945.12**
	Total Proposal			**$ 665,019.08**
H	**Additional Proposal Items:**			
	Extension of Professional Services Agreement:			
	6 Year extension of current maintenance services provided under previously negotiated and agreed upon contract. Yearly period of service would start each July 1 and conclude on June 30. Pricing for each year of service provided below:			
	Year 1 (7/2010) $146,000.00			**$146,000.00**
	Year 2			**Year 1 plus 5%**
	Year 3			**Year 2 plus 5%**
	Year 4			**Year 3 plus 5%**
	Year 5			**Year 4 plus 5%**
	Year 6			**Year 5 plus 5%**

	Exhibit N - Section 5 City of Sacramento - Summary Device Counts							
Facility	Facility Location	PGL Entry	PL Exit	POF	POS	Encoders	Browsers	Total
7183	Tower Bridge	3	2	3	2	0	0	10
7184	Old Sacramento	3	3	3	2	0	0	11
7185	Plaza East	7	7	0	6	0	0	20
7186	Plaza West	4	6	0	4	0	0	14
7186	Plaza Central	2	2	0	2	0	0	6
7187	Capitol	2	4	4	3	0	0	13
7188	City Hall	5	5	3	2	0	0	15
7189	Memorial	4	5	6	0	2	0	17
90XX	300 Richards	0	0	0	0	1	3	4
90XX	915 I Street	0	0	0	0	2	2	4
	Totals	30	34	19	21	5	5	114

	Computers								
Facility	Facility Location	FC	LR	LDS	POS	Encoders	Browsers	CC Server	Total
7183	Tower Bridge	1	0	0	2	0	0	0	3
7184	Old Sacramento	0	0	0	2	0	0	0	2
7185	Plaza East	0	0	0	6	0	0	0	6
7186	Plaza West	1	0	0	4	0	0	0	5
7186	Plaza Central	0	0	0	2	0	0	0	2
7187	Capitol	1	0	0	3	0	0	0	4
7188	City Hall	0	0	0	2	0	0	0	2
7189	Memorial	1	0	0	0	2	0	0	3
7183	City Data Center	0	1	1	0	0	0	2	4
90XX	300 Richards	0	0	0	0	1	3	0	4
90XX	915 I Street	0	0	0	0	2	2	0	4
	Totals	4	1	1	21	5	5	2	39

Exhibit N - Section 6

City of Sacramento - Detailed Device Counts

Location	DeviceName	Device#	HID EN	HID EX	MagStp	TRS	Door SW	EB VI	e FD	e POF	USB Box	Cashier PC	e CS	FC	e FC	Browser
Tower Bridge	Entry Lane 101	101	1		1	1	1	1	1							
Tower Bridge	Entry Lane 102	102	1		1	1	1	1	1							
Tower Bridge	Entry Lane 103	103	1		1	1	1	1	1							
Tower Bridge	Exit Lane 201	201		1	1	1	1	1	1							
Tower Bridge	Exit Lane 202	202		1	1	1	1	1	1							
Tower Bridge	POF 601	601			1	1		1		1						
Tower Bridge	POF 602	602			1	1		1		1						
Tower Bridge	POF 603	603			1	1		1		1						
Tower Bridge	Cashier 801	801			1						1	1	1			
Tower Bridge	Cashier 802	802			1						1	1	1			
Tower Bridge	Facility Controller	7183												*	*	
	Subtotal		3	2	10	8	5	8	5	3	2	2	2	0	0	0
Location	DeviceName	Device#	HID EN	HID EX	MagStp	TRS	Door SW	EB VI	e FD	e POF	USB Box	Cashier PC	e CS	FC	e FC	Browser
Old Sacramento	Entry Lane 111	111	1		1	1	1	1	1							
Old Sacramento	Entry Lane 112	112	1		1	1	1	1	1							
Old Sacramento	Entry Lane 113	113	1		1	1	1	1	1							
Old Sacramento	Exit Lane 211	211		1	1	1	1	1	1							
Old Sacramento	Exit Lane 212	212		1	1	1	1	1	1							
Old Sacramento	Exit Lane 213	213		1	1	1	1	1	1							
Old Sacramento	POF 611	611			1	1		1		1						
Old Sacramento	POF 612	612			1	1		1		1						
Old Sacramento	POF 613	613			1	1		1		1						
Old Sacramento	Cashier 811	811			1						1	1	1			
Old Sacramento	Cashier 812	812			1						1	1	1			
Old Sacramento	Facility Controller	7184												*	*	
	Subtotal		3	3	11	9	6	9	6	3	2	2	2	0	0	0
Location	DeviceName	Device#	HID EN	HID EX	MagStp	TRS	Door SW	EB VI	e FD	e POF	USB Box	Cashier PC	e CS	FC	e FC	Browser
Plaza East	L-Street Entry 1	121	1		1	1	1	1	1							
Plaza East	L-Street Entry 2	122	1		1	1	1	1	1							
Plaza East	L-Street Entry 3	123	1		1	1	1	1	1							
Plaza East	L-Street Entry 4	124	1		1	1	1	1	1							
Plaza East	J-Street Entry 5	125	1		1	1	1	1	1							
Plaza East	J-Street Entry 6	126	1		1	1	1	1	1							
Plaza East	7th-Street Entry	127	1		1	1	1	1	1							
Plaza East	L-Street Exit Reader 1	221		1	1	1	1	1	1							
Plaza East	L-Street Exit Reader 2	222		1	1	1	1	1	1							
Plaza East	L-Street Exit Reader 3	223		1	1	1	1	1	1							
Plaza East	J-Street Exit Reader 1	224		1	1	1	1	1	1							
Plaza East	J-Street Exit Reader 2	225		1	1	1	1	1	1							
Plaza East	J-Street Exit Reader 3	226		1	1	1	1	1	1							
Plaza East	7h-Street Exit Reader	227		1	1	1	1	1	1							
Plaza East	L-Street Cashier Terminal 1	821			1						1	1	1			
Plaza East	L-Street Cashier Terminal 2	822			1						1	1	1			
Plaza East	L-Street Cashier Terminal 3	823			1						1	1	1			
Plaza East	J-Street Cashier Terminal 1	824			1						1	1	1			
Plaza East	J-Street Cashier Terminal 2	825			1						1	1	1			
Plaza East	J-Street Cashier Terminal 3	826			1						1	1	1			
Plaza East	FC Lot K	7185												*	*	
	Subtotal		7	7	20	14	14	14	14	0	6	6	6	0	0	0

Location	DeviceName	Device#	HID EN	HID EX	MagStp	TRS	Door SW	EB VI	e FD	e POF	USB Box	Cashier PC	e CS	FC	e FC	Browser
Plaza West	L-Street Entry 1	131	1		1	1	1	1	1							
Plaza West	L-Street Entry 2	132	1		1	1	1	1	1							
Plaza West	3rd-Street Entry 1	133	1		1	1	1	1	1							
Plaza West	3rd-Street Entry 2	134	1		1	1	1	1	1							
Plaza West	L-Street Exit 1	231		1	1	1	1	1	1							
Plaza West	L-Street Exit 2	232		1	1	1	1	1	1							
Plaza West	3rd-Street Exit 1	233		1	1	1	1	1	1							
Plaza West	3rd-Street Exit 2	234		1	1	1	1	1	1							
Plaza West	I-Street Exit 1	235		1	1	1	1	1	1							
Plaza West	I-Street Exit 2	236		1	1	1	1	1	1							
Plaza West	L-Street Fee Computer 1	831			1						1	1	1			
Plaza West	L-Street Fee Computer 2	832			1						1	1	1			
Plaza West	3rd-Street Fee Computer 1	833			1						1	1	1			
Plaza West	3rd-Street Fee Computer 2	834			1						1	1	1			
Plaza West	FC West and Central	7186												*	*	
	Subtotal		4	6	14	10	10	10	10	0	4	4	4	0	0	0

Location	DeviceName	Device#	HID EN	HID EX	MagStp	TRS	Door SW	EB VI	e FD	e POF	USB Box	Cashier PC	e CS	FC	e FC	Browser
Plaza Central	J-Street Entry 1	135	1		1	1	1	1	1							
Plaza Central	J-Street Entry 2	136	1		1	1	1	1	1							
Plaza Central	I-Street Exit 1	235		1	1	1	1	1	1							
Plaza Central	I-Street Exit 2	236		1	1	1	1	1	1							
Plaza Central	J-Street Fee Computer 1	835			1						1	1	1			
Plaza Central	J-Street Fee Computer 2	836			1						1	1	1			
Plaza Central	FC West and Central	7186												*	*	
	Subtotal		2	2	6	4	4	4	14	0	2	2	2	0	0	0

Location	DeviceName	Device#	HID EN	HID EX	MagStp	TRS	Door SW	EB VI	e FD	e POF	USB Box	Cashier PC	e CS	FC	e FC	Browser
Capitol	10th St Entry 1	141	1		1	1	1	1	1							
Capitol	10th St Entry 2	142	1		1	1	1	1	1							
Capitol	10 St Pay Machine 1	641			1	1		1		1						
Capitol	10 St Pay Machine 2	644			1	1		1		1						
Capitol	11th St Exit 1	241		1	1	1	1	1	1							
Capitol	11th St Exit 2	242		1	1	1	1	1	1							
Capitol	11th St Exit 3	243		1	1	1	1	1	1							
Capitol	11th St Exit 4	244		1	1	1	1	1	1							
Capitol	11th St Fee Computer 1	841			1						1	1	1			
Capitol	11th St Fee Computer 2	842			1						1	1	1			
Capitol	11th St Fee Computer 3	843			1						1	1	1			
Capitol	11 St Pay Machine 3	642			1	1		1		1						
Capitol	11 St Pay Machine 4	643			1	1		1								
Capitol	FC Capitol Garage	7187								1				*	*	
	Subtotal		2	4	13	10	6	10	6	4	3	3	3	0	0	0

Location	DeviceName	Device#	HID EN	HID EX	MagStp	TRS	Door SW	EB VI	e FD	e POF	USB Box	Cashier PC	e CS	FC	e FC	Browser
City Hall	10th Street Entry 1	151	1		1	1	1	1	1							
City Hall	10th Street Entry 2	152	1		1	1	1	1	1							
City Hall	I Street Exit Reader 3	253		1	1	1	1	1	1							
City Hall	I Street Exit Reader 4	254		1	1	1	1	1	1							
City Hall	10th Street PoF 1	651			1	1		1		1						
City Hall	I Street PoF 3	653			1	1		1		1						
City Hall	11th Street Entry 3	153	1		1	1	1	1	1							
City Hall	11th Street Entry 4	154	1		1	1	1	1	1							
City Hall	11th Street Exit 1	251		1	1	1	1	1	1							
City Hall	11th Street Exit 2	252		1	1	1	1	1	1							
City Hall	11th Street PoF 2	652			1	1		1		1						
City Hall	11th Street Cashier Terminal 1	851			1						1	1	1			
City Hall	11th Street Cashier Terminal 2	852			1						1	1	1			
City Hall	Valet Entry 1	150	1		1	1	1	1	1							
City Hall	Valet Exit 1	250		1	1	1	1	1	1							
City Hall	FC City Hall	7188												*	*	
	Subtotal		5	5	15	13	10	13	10	3	2	2	2	0	0	0

Location	DeviceName	Device#	HID EN	HID EX	MagStp	TRS	Door SW	EB VI	e FD	e POF	USB Box	Cashier PC	e CS	FC	e FC	Browser
Memorial	14th Street Entry 1	161	1		1	1	1	1	1							
Memorial	14th Street Entry 2	162	1		1	1	1	1	1							
Memorial	14th Street Exit 1	261		1	1	1	1	1	1							
Memorial	14th Street Exit 2	262		1	1	1	1	1	1							
Memorial	14th Street Exit 3	263		1	1	1	1	1	1							
Memorial	14th Street Pay Machine 1	661			1	1		1		1						
Memorial	14th Street Pay Machine 2	662			1	1		1		1						
Memorial	14th Street Pay Machine 3	663			1	1		1		1						
Memorial	14th Street Central Register	761			1						1	1	1			
Memorial	15th Street Entry 1	163	1		1	1	1	1	1							
Memorial	15th Street Entry 2	164	1		1	1	1	1	1							
Memorial	15th Street Exit 1	264		1	1	1	1	1	1							
Memorial	15th Street Exit 2	265		1	1	1	1	1	1							
Memorial	15th Street Pay Machine 1	664			1	1		1		1						
Memorial	15th Street Pay Machine 2	665			1	1		1		1						
Memorial	15th Street Pay Machine 3	666			1	1		1		1						
Memorial	15th Street Central Register	762			1						1	1	1			
Memorial	FC Memorial	7189												*	*	
	Subtotal		4	5	17	15	9	15	9	6	2	2	2	0	0	0
Location	DeviceName	Device#	HID EN	HID EX	MagStp	TRS	Door SW	EB VI	e FD	e POF	USB Box	Cashier PC	e CS	FC	e FC	Browser
City Data Center	Management Computer (LR)	9027												1	1	
City Data Center	Database Server (LDS)													1	1	
City Data Center	Credit Card Server													1	1	
	Subtotal		0	0	0	0	0	0	0	0	0	0	0	3	3	0
Location	DeviceName	Device#	HID EN	HID EX	MagStp	TRS	Door SW	EB VI	e FD	e POF	USB Box	Cashier PC	e CS	FC	e FC	Browser
300 Richards	Encoding Station 1	701			1						1	1	1			
915 I Street	Encoding Station 2	702			1						1	1	1			
915 I Street	Encoding Station 3	703			1						1	1	1			
301 Richards	O/SCS 2	9029														1
302 Richards	O/SCS 5	9031														1
303 Richards	O/SCS 4	9040														1
	Subtotal		0	0	3	0	0	0	0	0	3	3	3	0	0	3
Location	DeviceName	Device#	HID EN	HID EX	MagStp	TRS	Door SW	EB VI	e FD	e POF	USB Box	Cashier PC	e CS	FC	e FC	Browser
915 I Street	O/SCS 1	9028														1
915 I Street	O/SCS 3	9032														1
	Subtotal		0	0	0	0	0	0	0	0	0	0	0	0	0	2
Location	DeviceName	Device#	HID EN	HID EX	MagStp	TRS	Door SW	EB VI	e FD	e POF	USB Box	Cashier PC	e CS	FC	e FC	Browser
Tower Bridge	Facility Controller Tower Bridge	7183														
Old Sacramento	Facility Controller Old Sac	7184												1	1	
Plaza East	Facility Controller Plaza East	7185														
Plaza West	Facility controller Plaza West	7186												1	1	
Plaza Central	Facility controller Plaza Central	7186														
Capitol	Facility Controller Capitol	7187												1	1	
City Hall	Facility Controller City Hall	7188														
Memorial	Facility Controller Memorial	7189												1	1	
	Subtotal		0	0	0	0	0	0	0	0	0	0	0	4	4	0
			HID EN	HID EX	MagStp	TRS	Door SW	EB VI	etvFD	e POF	USB Box	Cashier PC	etvCS	FC	etvFC	Browser
	Totals		30	34	109	83	64	83	74	19	26	26	26	7	7	5

EXHIBIT N - Section 7 City of Sacramento - Computer Specifications

1. **Rack Mounted Servers for LR**

   SYSTEM OPTIONS

   PowerEdge R300 (or equivalent)
   Quad Core Intel® Xeon® X3363, 2.83GHz, 2x6M Cache, 1333MHz FSB
   Operating System
   Windows Server®2003, Standard Edition, Includes 5 CALs, 2008 Media
   Memory
   4GB DDR2, 667MHz, 4x1GB Single Ranked DIMMs
   Chassis Configuration
   Chassis with Hot Plug Hard Drive and Redundant Power Supply
   Hard Drive Configuration
   Hot Plug Add-in SAS6iR (SATA/SAS Controller)supports 2 Hard Drives - RAID 1
   Primary Hard Drive
   300GB 15k RPM Serial-Attach SCSI 3Gbps 3.5-in Hot Plug Hard Drive
   2nd Hard Drive
   300GB 15k RPM Serial-Attach SCSI 3Gbps 3.5-in Hot Plug Hard Drive
   CD/DVD Drive
   DVD+/-RW Drive, Internal, SATA
   Riser Card
   Riser with 2 Slots: 2 PCI Express x8 slots
   Rack Rail
   Rack Chassis w/Sliding Rapid/Versa Rails and Cable Management Arm, Universal
   Bezel

2. **Rack Mounted Servers for LDS**

   SYSTEM OPTIONS

   PowerEdge R710(or equivalent)
   Chassis for Up to Six 3.5-Inch Hard Drives
   BIOS Setting
   Power Saving BIOS Setting
   Processor
   Intel® Xeon® X5550, 2.66Ghz, 8M Cache,Turbo, HT, 1333MHz Max Mem
   Additional Processor
   Intel® Xeon® X5550, 2.66Ghz, 8M Cache,Turbo, HT, 1333MHz Max Mem
   Memory
   4GB Memory (4x1GB), 1066MHz Single Ranked UDIMMs for 2 Processors, Adv ECC
   Hard Drive Configuration
   RAID 1/RAID 5 for PERC 6/i Controller
   Primary Controller
   PERC 6/i SAS RAID Controller, 2x4 Connectors, Internal, PCIe,256MB Cache,x6
   Additional Controller
   Dell Single Channel Ultra 320 SCSI PCIe Host Adapter
   1st Hard Drive
   HD Multi-Select
   Hard Drives
   300GB 15K RPM Serial-Attach SCSI 3.5" Hot Plug Hard Drive x 6
   Internal Optical Drive
   DVD+/-RW, SATA, Internal
   Riser Card
   Riser with 2 PCIe x8 + 2 PCIe x4 Slot
   Embedded NIC Ports
   Dual Two-Port Embedded Broadcom® NetXtreme II 5709 Gigabit Ethernet NIC

EXHIBIT N - Section 7 City of Sacramento - Computer Specifications

3. **Rack Mounted Servers Credit Card Server**

SYSTEM OPTIONS

Dell PowerEdge R5400 **(or equivalent)**
Quad Core Intel® Xeon® X3363, 2.83GHz, 2x6M Cache, 1333MHz FSB
Operating System
Windows Server®2003, Standard Edition, Includes 5 CALs, 2008 Media
Memory
4GB DDR2, 667MHz, 4x1GB Single Ranked DIMMs
Chassis Configuration
Chassis with Hot Plug Hard Drive and Redundant Power Supply
Hard Drive Configuration
Hot Plug Add-in SAS6iR (SATA/SAS Controller)supports 2 Hard Drives - RAID 1
Primary Hard Drive
300GB 15k RPM Serial-Attach SCSI 3Gbps 3.5-in Hot Plug Hard Drive
2nd Hard Drive
300GB 15k RPM Serial-Attach SCSI 3Gbps 3.5-in Hot Plug Hard Drive
CD/DVD Drive
DVD+/-RW Drive, Internal, SATA
Riser Card
Riser with 2 Slots: 2 PCI Express x8 slots
Rack Rail
Rack Chassis w/Sliding Rapid/Versa Rails and Cable Management Arm, Universal
Bezel
Bezel
Power Cords
Power Cord, NEMA 5-15P to C13, wall plug, 10 feet, Quantity 2

4. **Tower Form Factor Servers for Facility Controllers**

PowerEdge T100(or equivalent)
Quad Core Intel® Xeon® X3360, 2.83GHz, 2x6M Cache, 1333MHz FSB
Memory
4GB, DDR2, 800MHz, 4x1GB,Dual Ranked DIMMs
Operating System
Windows Server®2003, Standard Edition, Includes 5 CALs, 2008 Media
O/S Partition
80GB Microsoft OS Partition Override
Hard Drive Controllers
Add-in SAS6iR (SATA/SAS Controller) supports 2 Hard Drives – RAID 1
Primary Hard Drive
300GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in Cabled Hard Drive
2nd Hard Drive
300GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in Cabled Hard Drive
CD/DVD Drive
16X DVD+/-RW Drive, Internal

EXHIBIT N - Section 7 City of Sacramento - Computer Specifications

5. **Desktop PC for Cashier Based Stations**

SYSTEM OPTIONS

OptiPlex 760 Desktop (or equivalent)
OptiPlex 760 Desktop Base Standard PSU
Processors
Intel® Core™ 2 Duo Processor E8600 (3.33GHz, 6M, 1333MHz FSB)
OPERATING SYSTEM(s)
Genuine Windows Vista® Business Bonus-Windows XP Professional downgrade
Memory
4GB DDR2 Non-ECC SDRAM, 800MHz, (4DIMM)
Video Cards
256MB ATI RADEON HD 3470 (Dual DP), low profile
Keyboard
Dell USB Keyboard, No Hot Keys
Mouse
Dell USB Optical Mouse with Scroll, All Black Design
Power Supply
OptiPlex 760 Desktop Standard Power Supply
Thermal
Heat Sink for Intel Celeron Core 2 Duo Processors, Desktop

STORAGE OPTIONS

Boot Hard Drives
320GB SATA 3.0Gb/s and 8MB DataBurst Cache™
Removable Media Storage Device
16X DVD+/-RW SATA, Roxio Creator™ CyberlinkPowerDVD™

Exhibit C
to
Agreement for Interim Parking Operations Management

Schedule of Parking Fees and Charges

(see attached)

CITY OF SACRAMENTO
Parking Fee Schedule - Effective February 28, 2014

PARKING GARAGES

LOT	Monday - Friday										5PM-6AM		Saturday - Sunday			Monthly Permits			
	Daytime Rates 6AM-5PM (except Tower Bridge & Old Sacramento Garages)										Night Time Rates		Daytime Rates 6AM-6AM						
	1st Hour		2nd Hour		3rd Hour		Addl.	Day	Lost	Daily Max. (24 hrs)	Night	Night	Hourly	Sat-Sun	Daily Max. (24 hrs)	Monthly	Car	Amtrak or City	Due
	1/2 hour	1/2 hour	1/2 hour	1/2 hour	1/2 hour	1/2 hour	Hour	Max.	Ticket		Hourly	Max		Max		Rate	Pool	EE discount	Date
Plaza Central	$1.25	$1.25	$1.25	$1.25	$1.50	$1.50	1.50 1/2 hour	same as daily	$15.00	$15.00	same as day rate		Same as Mon - Fri			N/A	N/A	N/A	N/A
Plaza East	$1.25	$1.25	$1.25	$1.25	$1.50	$1.50	1.50 1/2 hour	same as daily	$15.00	$15.00	same as day rate		Same as Mon - Fri			$145	$108.75	N/A	1st
Plaza West	$1.25	$1.25	$1.25	$1.25	$1.50	$1.50	1.50 1/2 hour	same as daily	$15.00	$15.00	same as day rate		Same as Mon - Fri			$135	$101.25	N/A	1st

NOTES

** Garage Nightly Rates begin at 6pm - 6am
SADR= Same as daily rate

NOTES

Carpool Discount is 25% off the Regular rate
Pre-pay at lots will vary for special events.

Commuter/Early Bird Rate			
Good thru Midnight			
Garage	Rate	In BY	Out AFTER
D P East	$8.00	10:00am	4:30pm
D P West	$6.00	10:00am	4:30pm

Grace Times	
No-park	
MG, CG, CHG, TBG, OSG	6 min.
DPE, DPW, DPC	10 min
POF payment	
MG, CG	20 min
CHG, TBG, OSG	15 min
DPE, DPW, DPC	N/A

Exhibit D
to
Agreement for Interim Parking Operations Management

City Inventory and City Removal Inventory

(see attached)

SACRAMENTO ESC - SALVAGE ITEMS REPORT

		Responsible Party								
		ABM	ICON	City	Quantity	EST. Value	Notes:	Means & Method	Delivered To	Special Handling
* 1	All tickets in storage from previous years and present	X			3 Years	Audit	Relocate to new storage area	ABM staff to box, move & unpack	ABM to Pick-up	
* 2	All encoders in the shop/office: damaged , used , and new	X			251	$ 376,000.00	Relocate to new storage area (215 dispersed to retail stores DTP)	ABM staff to box, move & unpack	ABM to Pick-up	Special care in packaging and handling
* 3	Janitorial supplies; liquid materials, leaf blower, gasoline, tools, bags, toilet paper, hand towels, etc.	X			V	$ 15,000.00	Relocate to new storage area	ABM staff to box, move & unpack	ABM to Pick-up	Special care in packaging and handling
* 4	All signage; Way-finding, directional sign, Rate sign, liability sign, stop sign, disabled signs, EV parking Signs		X		1000	$ 50,000.00	Relocate to new storage area	Remove from wall, stack neatly in pile	ABM to Pick-up	Special care in packaging and handling
* 5	All cones and A-FRAMES	X			150	$ 6,000.00	Relocate to new storage area	ABM staff to box, move & unpack	ABM to Pick-up	
* 6	All door locks			X	200	$ 15,000.00	ABM to coordinate with City DGS	ABM staff to box, move & unpack		
* 7	Entry Device/Ticket Dispensers		X		6	$ 42,000.00	Spare Parts: Relocate to new storage area	S&B to assist		
* 8	Gate Arms Exit/Entry		X		12	$ 84,000.00	Spare Parts: Relocate to new storage area	S&B to assist		
* 9	All exit booth LCD computers/screens	X			6	$ 18,000.00	Spare Parts: Relocate to new storage area	ABM staff to box, move & unpack	ABM to Pick-up	
* 10	Monthly readers		X		12	$ 12,000.00	Spare Parts: Relocate to new storage area	S&B to assist		
* 11	All SL-20 Readers	X			6	$ 30,000.00	Spare Parts: Relocate to new storage area	ABM staff to box, move & unpack	ABM to Pick-up	
* 12	Dumpster located outside the east garage	X			1	$ 2,500.00	ABM to contact Bode & Bode, need new location for safe	Location needed, ABM to work with Contractor		
* 13	SAFE: supervisor and back room	X			3	$ 2,500.00	ABM to contact Waste Management, need new location for dumpster	Location needed, ABM to work with Contractor		Special care in packaging and handling
* 14	Loomis deposit safe	X			1	$ 10,000.00	ABM to contact Loomis, need new location for safe	Location needed, ABM to work with Contractor		Special care in packaging and handling
* 15	Money Counter	X			1	$ 4,500.00	Relocate to new office	ABM staff to box, move & unpack	ABM to Pick-up	Special care in packaging and handling
* 16	Printers,	X			1	$ 500.00	Relocate to new office	ABM staff to box, move & unpack	ABM to Pick-up	Special care in packaging and handling
* 17	Supplies for booth: rubber band, staple, paper clips, receipt rolls, etc.	X			V	$ 5,000.00	Relocate to new office	ABM staff to box, move & unpack	ABM to Pick-up	
* 18	Video recorder/camera	X			1	$ 500.00	Relocate to new office (2 cameras/1 recorder)	ABM staff to box, move & unpack	ABM to Pick-up	Special care in packaging and handling
* 19	Credit card router	X			1	$ 2,500.00	ABM to coordinate with City IT	ABM to work with City IT		
* 20	All uniforms	X			646	$ 10,000.00	Relocate to new office	ABM staff to box, move & unpack	ABM to Pick-up	
* 21	Petty Cash	X			V	$ 4,000.00	ABM to turn in East Garage Petty Cash to City Accounting	ABM to deposit		
* 22	LED Lights		X		1076	$ 645,000.00	Relocate to new storage area	ICON to package per notes		Special care in packaging and handling
* 23	Call Boxes		X		30	$ 30,000.00	Relocate to new storage area	ICON to package per notes		Special care in packaging and handling
* 24	Electric Vehicle Charging Stations		X		3	$ 30,000.00	Relocate to new storage area	ICON to package per notes		Special care in packaging and handling
* 25	Booths		X		6	$ 90,000.00	Relocate to new storage area	ICON to package per notes		Special care in packaging and handling
* 26	Door Buzzer	X			1	$ 1,500.00	Relocate to new office	Location needed, ABM to work with Contractor		
* 27	Copier	X			1	$ 15,000.00	Relocate to new office	ABM staff to box, move & unpack	ABM to Pick-up	Special care in packaging and handling
* 28	Computer	X			3	$ 7,500.00	Relocate to new office	ABM staff to box, move & unpack	ABM to Pick-up	Special care in packaging and handling
* 29	Phone	X			3	$ 1,500.00	Relocate to new office	ABM staff to box, move & unpack	ABM to Pick-up	Special care in packaging and handling
* 30	Time Clock	X			1	$ 800.00	Relocate to new office	ABM staff to box, move & unpack	ABM to Pick-up	Special care in packaging and handling
* 31	Tables, chair, desk, & refrigerator	X			V	$ 5,500.00	Relocate to new office	ABM staff to box, move & unpack	ABM to Pick-up	Special care in packaging and handling
* 32	C02 Sensors/ Alarm Panels				42	$ 30,000.00		ICON to package per notes		Special care in packaging and handling
* 33	Refrigerant Management		X		1550 lb	$18,000.00	Reclaim refrigerants per EPA Regulations. 1550 lb	Reclaim in EPA-approved containers	5730 24th St. Bldg. #13	Special care in packaging and handling
* 34	Ceramic medallions by Thomas Barter		x		23	$ 23,000.00		TBD	Storage	Special care in packaging and handling
* 35	Ceramic figurative sculpture titled "Cathexis" by Kathleen Kasper-Noonan		x		1	$ 25,000.00		TBD	Storage	Special care in packaging and handling
* 36	Fiberglass sculpture titled "Balancing Act" by Tony Natsoulas		x		1	$ 35,000.00		TBD	Storage	Special care in packaging and handling
* 37	2 ceramic sculptures on concrete bases titled "Spherical discourse" by Yoshio Taylor		x		2	$ 65,000.00		TBD	Storage	Special care in packaging and handling
* 38	2 love-relief tile panels by Al Sanchez (located on the east and west side of L Street escalator		x		2	$ 50,000.00		TBD	Storage	Special care in packaging and handling
* 39	200 tiles by Al Sanchez			x	200	$ 5,000.00		TBD	Storage	Special care in packaging and handling
* 40	Gazebo by Phil Evans		x		1	$ 50,000.00	We need to access the artwork for damage before confirming	TBD	Storage	Special care in packaging and handling
41										
42										
43										
44										
45										
73										
					3,694	$1,817,800.00				

*** = City to Remove**

Summary Device Counts

	Facility	Devices Facility Location	PGL Entry	PL Exit	POF	POS	Encoders	Browsers	Total
	7183	Tower Bridge	3	2	3	2	0	0	10
	7184	Old Sacramento	3	3	3	2	0	0	11
*	7185	Plaza East	7	7	0	6	0	0	20
*	7186	Plaza West	4	6	0	4	0	0	14
*	7186	Plaza Central	2	2	0	2	0	0	6
	7187	Capitol	2	4	4	3	0	0	13
	7188	City Hall	5	5	3	2	0	0	15
	7189	Memorial	4	5	6	0	2	0	17
*	90XX	300 Richards	0	0	0	0	3	5	8
		Totals	30	34	19	21	5	5	114

	Facility	Computers Facility Location	FC	LR	LDS	POS	Encoders	Browsers	CC Server	Total
	7183	Tower Bridge	1	0	0	2	0	0	0	3
	7184	Old Sacramento	0	0	0	2	0	0	0	2
*	7185	Plaza East	0	0	0	6	0	0	0	6
*	7186	Plaza West	1	0	0	4	0	0	0	5
*	7186	Plaza Central	0	0	0	2	0	0	0	2
	7187	Capitol	1	0	0	3	0	0	0	4
	7188	City Hall	0	0	0	2	0	0	0	2
	7189	Memorial	1	0	0	0	2	0	0	3
*	7183	City Data Center	0	1	1	0	0	0	2	4
*	90XX	300 Richards	0	0	0	0	3	2	0	5
	90XX	Other	0	0	0	0	0	3	0	3
		Totals	4	1	1	21	5	5	2	39

* = CITY TO REMOVE

Component Details and Summary

Location	DeviceName	Device#	HID EN	HID EX	MagStp	TRS	Door SW	EB VI	e FD	e POF	USB Box	Cashier PC	e CS	FC	e FC	Browser
Tower Bridge	Entry Lane 101	101	1		1	1	1	1	1							
Tower Bridge	Entry Lane 102	102	1		1	1	1	1	1							
Tower Bridge	Entry Lane 103	103	1		1	1	1	1	1							
Tower Bridge	Exit Lane 201	201		1	1	1	1	1	1							
Tower Bridge	Exit Lane 202	202		1	1	1	1	1	1							
Tower Bridge	POF 601	601			1	1		1		1						
Tower Bridge	POF 602	602			1	1		1		1						
Tower Bridge	POF 603	603			1	1		1		1						
Tower Bridge	Cashier 801	801			1						1	1	1			
Tower Bridge	Cashier 802	802			1						1	1	1			
Tower Bridge	Facility Controller	7183												*	*	
	Subtotal		3	2	10	8	5	8	5	3	2	2	2	0	0	0
Location	DeviceName	Device#	HID EN	HID EX	MagStp	TRS	Door SW	EB VI	e FD	e POF	USB Box	Cashier PC	e CS	FC	e FC	Browser
Old Sacramento	Entry Lane 111	111	1		1	1	1	1	1							
Old Sacramento	Entry Lane 112	112	1		1	1	1	1	1							
Old Sacramento	Entry Lane 113	113	1		1	1	1	1	1							
Old Sacramento	Exit Lane 211	211		1	1	1	1	1	1							
Old Sacramento	Exit Lane 212	212		1	1	1	1	1	1							
Old Sacramento	Exit Lane 213	213		1	1	1	1	1	1							
Old Sacramento	POF 611	611			1	1		1		1						
Old Sacramento	POF 612	612			1	1		1		1						
Old Sacramento	POF 613	613			1	1		1		1						
Old Sacramento	Cashier 811	811			1						1	1	1			
Old Sacramento	Cashier 812	812			1						1	1	1			
Old Sacramento	Facility Controller	7184												*	*	
	Subtotal		3	3	11	9	6	9	6	3	2	2	2	0	0	0
Location	DeviceName	Device#	HID EN	HID EX	MagStp	TRS	Door SW	EB VI	e FD	e POF	USB Box	Cashier PC	e CS	FC	e FC	Browser
* Plaza East	L-Street Entry 1	121	1		1	1	1	1	1							
* Plaza East	L-Street Entry 2	122	1		1	1	1	1	1							
* Plaza East	L-Street Entry 3	123	1		1	1	1	1	1							
* Plaza East	L-Street Entry 4	124	1		1	1	1	1	1							
* Plaza East	J-Street Entry 5	125	1		1	1	1	1	1							
* Plaza East	J-Street Entry 6	126	1		1	1	1	1	1							
* Plaza East	7th-Street Entry	127	1		1	1	1	1	1							
* Plaza East	L-Street Exit Reader 1	221		1	1	1	1	1	1							
* Plaza East	L-Street Exit Reader 2	222		1	1	1	1	1	1							
* Plaza East	L-Street Exit Reader 3	223		1	1	1	1	1	1							
* Plaza East	J-Street Exit Reader 1	224		1	1	1	1	1	1							
* Plaza East	J-Street Exit Reader 2	225		1	1	1	1	1	1							
* Plaza East	J-Street Exit Reader 3	226		1	1	1	1	1	1							
* Plaza East	7h-Street Exit Reader	227		1	1	1	1	1	1							
* Plaza East	L-Street Cashier Terminal 1	821			1						1	1	1			
* Plaza East	L-Street Cashier Terminal 2	822			1						1	1	1			
* Plaza East	L-Street Cashier Terminal 3	823			1						1	1	1			
* Plaza East	J-Street Cashier Terminal 1	824			1						1	1	1			
* Plaza East	J-Street Cashier Terminal 2	825			1						1	1	1			
* Plaza East	J-Street Cashier Terminal 3	826			1						1	1	1			
* Plaza East	FC Lot K	7185												*	*	
	Subtotal		7	7	20	14	14	14	14	0	6	6	6	0	0	0

* = CITY TO REMOVE

Component Details and Summary

Location	DeviceName	Device#	HID EN	HID EX	MagStp	TRS	Door SW	EB VI	e FD	e POF	USB Box	Cashier PC	e CS	FC	e FC	Browser
* Plaza West	L-Street Entry 1	131	1		1	1	1	1	1							
* Plaza West	L-Street Entry 2	132	1		1	1	1	1	1							
* Plaza West	3rd-Street Entry 1	133	1		1	1	1	1	1							
* Plaza West	3rd-Street Entry 2	134	1		1	1	1	1	1							
* Plaza West	L-Street Exit 1	231		1	1	1	1	1	1							
* Plaza West	L-Street Exit 2	232		1	1	1	1	1	1							
* Plaza West	3rd-Street Exit 1	233		1	1	1	1	1	1							
* Plaza West	3rd-Street Exit 2	234		1	1	1	1	1	1							
* Plaza West	I-Street Exit 1	235		1	1	1	1	1	1							
* Plaza West	I-Street Exit 2	236		1	1	1	1	1	1							
* Plaza West	L-Street Fee Computer 1	831			1						1	1	1			
* Plaza West	L-Street Fee Computer 2	832			1						1	1	1			
* Plaza West	3rd-Street Fee Computer 1	833			1						1	1	1			
* Plaza West	3rd-Street Fee Computer 2	834			1						1	1	1			
* Plaza West	FC West and Central	7186												*	*	
	Subtotal		4	6	14	10	10	10	10	0	4	4	4	0	0	0

Location	DeviceName	Device#	HID EN	HID EX	MagStp	TRS	Door SW	EB VI	e FD	e POF	USB Box	Cashier PC	e CS	FC	e FC	Browser
* Plaza Central	J-Street Entry 1	135	1		1	1	1	1	1							
* Plaza Central	J-Street Entry 2	136	1		1	1	1	1	1							
* Plaza Central	I-Street Exit 1	235		1	1	1	1	1	1							
* Plaza Central	I-Street Exit 2	236		1	1	1	1	1	1							
* Plaza Central	J-Street Fee Computer 1	835			1						1	1	1			
* Plaza Central	J-Street Fee Computer 2	836			1						1	1	1			
* Plaza Central	FC West and Central	7186												*	*	
	Subtotal		2	2	6	4	4	4	14	0	2	2	2	0	0	0

Location	DeviceName	Device#	HID EN	HID EX	MagStp	TRS	Door SW	EB VI	e FD	e POF	USB Box	Cashier PC	e CS	FC	e FC	Browser
Capitol	10th St Entry 1	141	1		1	1	1	1	1							
Capitol	10th St Entry 2	142	1		1	1	1	1	1							
Capitol	10 St Pay Machine 1	641			1	1		1		1						
Capitol	10 St Pay Machine 2	644			1	1		1		1						
Capitol	11th St Exit 1	241		1	1	1	1	1	1							
Capitol	11th St Exit 2	242		1	1	1	1	1	1							
Capitol	11th St Exit 3	243		1	1	1	1	1	1							
Capitol	11th St Exit 4	244		1	1	1	1	1	1							
Capitol	11th St Fee Computer 1	841			1						1	1	1			
Capitol	11th St Fee Computer 2	842			1						1	1	1			
Capitol	11th St Fee Computer 3	843			1						1	1	1			
Capitol	11 St Pay Machine 3	642			1	1		1		1						
Capitol	11 St Pay Machine 4	643			1	1		1								
Capitol	FC Capitol Garage	7187								1				*	*	
	Subtotal		2	4	13	10	6	10	6	4	3	3	3	0	0	0

* = CITY TO REMOVE

Component Details and Summary

Location	DeviceName	Device#	HID EN	HID EX	MagStp	TRS	Door SW	EB VI	e FD	e POF	USB Box	Cashier PC	e CS	FC	e FC	Browser
City Hall	10th Street Entry 1	151	1		1	1	1	1	1							
City Hall	10th Street Entry 2	152	1		1	1	1	1	1							
City Hall	I Street Exit Reader 3	253		1	1	1	1	1	1							
City Hall	I Street Exit Reader 4	254		1	1	1	1	1	1							
City Hall	10th Street PoF 1	651			1	1		1		1						
City Hall	I Street PoF 3	653			1	1		1		1						
City Hall	11th Street Entry 3	153	1		1	1	1	1	1							
City Hall	11th Street Entry 4	154	1		1	1	1	1	1							
City Hall	11th Street Exit 1	251		1	1	1	1	1	1							
City Hall	11th Street Exit 2	252		1	1	1	1	1	1							
City Hall	11th Street PoF 2	652			1	1		1		1						
City Hall	11th Street Cashier Terminal 1	851			1						1	1	1			
City Hall	11th Street Cashier Terminal 2	852			1						1	1	1			
City Hall	Valet Entry 1	150	1		1	1	1	1	1							
City Hall	Valet Exit 1	250		1	1	1	1	1	1							
City Hall	FC City Hall	7188												*	*	
	Subtotal		5	5	15	13	10	13	10	3	2	2	2	0	0	0

Location	DeviceName	Device#	HID EN	HID EX	MagStp	TRS	Door SW	EB VI	e FD	e POF	USB Box	Cashier PC	e CS	FC	e FC	Browser
Memorial	14th Street Entry 1	161	1		1	1	1	1	1							
Memorial	14th Street Entry 2	162	1		1	1	1	1	1							
Memorial	14th Street Exit 1	261		1	1	1	1	1	1							
Memorial	14th Street Exit 2	262		1	1	1	1	1	1							
Memorial	14th Street Exit 3	263		1	1	1	1	1	1							
Memorial	14th Street Pay Machine 1	661			1	1		1		1						
Memorial	14th Street Pay Machine 2	662			1	1		1		1						
Memorial	14th Street Pay Machine 3	663			1	1		1		1						
Memorial	14th Street Central Register	761			1						1	1	1			
Memorial	15th Street Entry 1	163	1		1	1	1	1	1							
Memorial	15th Street Entry 2	164	1		1	1	1	1	1							
Memorial	15th Street Exit 1	264		1	1	1	1	1	1							
Memorial	15th Street Exit 2	265		1	1	1	1	1	1							
Memorial	15th Street Pay Machine 1	664			1	1		1		1						
Memorial	15th Street Pay Machine 2	665			1	1		1		1						
Memorial	15th Street Pay Machine 3	666			1	1		1		1						
Memorial	15th Street Central Register	762			1						1	1	1			
Memorial	FC Memorial	7189												*	*	
	Subtotal		4	5	17	15	9	15	9	6	2	2	2	0	0	0

Location	DeviceName	Device#	HID EN	HID EX	MagStp	TRS	Door SW	EB VI	e FD	e POF	USB Box	Cashier PC	e CS	FC	e FC	Browser
* City Data Center	Management Computer (LR)	9027												1	1	
* City Data Center	Database Server (LDS)													1	1	
* City Data Center	Credit Card Server													1	1	
	Subtotal		0	0	0	0	0	0	0	0	0	0	0	3	3	0

* = CITY TO REMOVE

Component Details and Summary

Location	DeviceName	Device#	HID EN	HID EX	MagStp	TRS	Door SW	EB VI	e FD	e POF	USB Box	Cashier PC	e CS	FC	e FC	Browser
* 300 Richards	Encoding Station 1	701			1						1	1	1			
* 300 Richards	Encoding Station 2	702			1						1	1	1			
* 300 Richards	Encoding Station 3	703			1						1	1	1			
* 301 Richards	O/SCS 2	9029														1
* 302 Richards	O/SCS 5	9031														1
* 303 Richards	O/SCS 4	9040														1
	Subtotal		0	0	3	0	0	0	0	0	3	3	3	0	0	3

Location	DeviceName	Device#	HID EN	HID EX	MagStp	TRS	Door SW	EB VI	e FD	e POF	USB Box	Cashier PC	e CS	FC	e FC	Browser
Other ?	O/SCS 1	9028														1
Other ?	O/SCS 3	9032														1
	Subtotal		0	0	0	0	0	0	0	0	0	0	0	0	0	2

Location	DeviceName	Device#	HID EN	HID EX	MagStp	TRS	Door SW	EB VI	e FD	e POF	USB Box	Cashier PC	e CS	FC	e FC	Browser
Tower Bridge	Facility Controller Tower Bridge	7183														
Old Sacramento	Facility Controller Old Sac	7184												1	1	
* Plaza East	Facility Controller Plaza East	7185														
* Plaza West	Facility controller Plaza West	7186												1	1	
* Plaza Central	Facility controller Plaza Central	7186														
Capitol	Facility Controller Capitol	7187												1	1	
City Hall	Facility Controller City Hall	7188														
Memorial	Facility Controller Memorial	7189												1	1	
	Subtotal		0	0	0	0	0	0	0	0	0	0	0	4	4	0
			HID EN	HID EX	MagStp	TRS	Door SW	EB VI	etvFD	e POF	USB Box	Cashier PC	etvCS	FC	etvFC	Browser
	Totals		30	34	109	83	64	83	74	19	26	26	26	7	7	5

LEGEND
HID EN = HID Entry
HID EN = HID Exit
MagStp = Mag Stripe Reader
TRS = 1 gig Flash Card
Door SW = Door Switch
EB VI - Embedded 6 Board
USB Box = Serial Concentrator
e FD = entervo field device
e POF = entervo Pay on Foot
e CS = entervo cashier station
e FC = entervo Facilty Controller
Browser = browser license

* = CITY TO REMOVE

Exhibit E
to
Agreement for Interim Parking Operations Management

Budget

(see attached)

Downtown Plaza 2014/2015 Budget

Revenue	0.5 2014 May (15-31)	1.5 2014 June	2.5 2014 July	3.5 2014 August	4.5 2014 September	5.5 2014 October	6 2014 November (1-15)	2014 December	2015 January	2015 February	2015 March	2015 April	Total
Visitor Parking	85,660	114,520	105,798	106,681	140,138	99,989	98,974						751,760
Credit Card Sales	39,155	60,550	49,873	53,182	58,352	55,381	59,008						375,501
Over/Short	-	-	-	-	-	-	-						-
Monthly	47,360	94,721	94,721	94,721	94,721	94,721	94,721						615,685
POMA	33,930	67,859	67,859	67,859	67,859	67,859	67,859						441,086
Special Event/Validation	12,063	24,125	24,125	24,125	24,125	24,125	24,125						156,813
Rent - Navin's	913	1,825	1,825	1,825	1,825	1,825	1,825						11,863
Total Revenue	219,080	363,600	344,201	348,393	387,020	343,900	346,512	-	-	-	-	-	2,352,707
													-
Expenses													-
Wages-Facility Manager	2,915	5,830	5,830	5,830	5,830	5,830	5,830						37,895
Wages-Assistant Manager	-	-	-	-	-	-	-						-
Wages-Maint. Supervisor	1,560	3,120	3,120	3,120	3,120	3,120	3,120						20,280
Wages-Supervisor	4,575	9,150	9,150	9,150	9,150	9,150	9,150						59,475
Wages-Auditing	1,215	2,430	2,430	2,430	2,430	2,430	2,430						15,795
Wages-Clerical/Admin	1,461	2,921	2,921	2,921	2,921	2,921	2,921						18,987
Wages-Cashier	24,960	49,920	49,920	49,920	49,920	49,920	49,920						324,480
Wages-Maintenance	4,709	9,417	9,417	9,417	9,417	9,417	9,417						61,211
Wages Vacation	-												-
Total Payroll	**41,394**	**82,788**	**82,788**	**82,788**	**82,788**	**82,788**	**82,788**	**-**	**-**	**-**	**-**	**-**	**538,122**
	-												-
Payroll Taxes (10%)	4,139	8,279	8,279	8,279	8,279	8,279	8,279						53,812
Workers' Comp (8.82%)	3,651	7,302	7,302	7,302	7,302	7,302	7,302						47,462
401K Plan Exp.	223	445	445	445	445	445	445						2,893
Health/Welfare	2,750	5,500	5,500	5,500	5,500	5,500	5,500						35,750
Supplies & Material	475	950	950	950	950	950	950						6,175
Uniforms	675	1,350	1,350	1,350	1,350	1,350	1,350						8,775
Office Supplies	325	650	650	650	650	650	650						4,225
Equipment Rental - HP Copier	344	688	688	688	688	688	688						4,472
Postage	25	50	50	50	50	50	50						325
Telephone/Pager	425	850	850	850	850	850	850						5,525
Drug Screen/Criminal Check	30	60	60	60	60	60	60						390
Insurance PLPD	388	775	775	775	775	775	775						5,038
Gross Tax Receipts	-	-	-	-	-	-	-						-
Repairs & Maintenance	338	675	675	675	675	675	675						4,388
Misc. Expense	125	250	250	250	250	250	250						1,625
Outside Services/Loomis	750	1,500	1,500	1,500	1,500	1,500	1,500						9,750
Vehicle Leases	5	10	10	10	10	10	10						65
Vehicle Insurance - Other	33	65	65	65	65	65	65						423
Auto & Truck	140	280	280	280	280	280	280						1,820
Signs	60	120	120	120	120	120	120						780
Forms & Printing	25	50	50	50	50	50	50						325
Rubbish	325	650	650	650	650	650	650						4,225
ABM Management Fee*	4,123	8,245	8,245	8,245	8,245	8,245	8,245						53,593
Banking fees	2,072	4,143	4,143	4,143	4,143	4,143	2,072						24,858
Security - paid per POMA	3,627	7,254	7,254	7,254	7,254	7,254	3,627						43,524
Elevator Repairs per POMA	2,079	4,158	4,158	4,158	4,158	4,158	2,079						24,948
(West Lot) Other Technical - Kone	630	1,259	1,259	1,259	1,259	1,259	630						7,554
Repair & Maint - S&B	4,499	8,997	8,997	8,997	8,997	8,997	4,499						53,982
Repair & Maint - Facilities	2,525	5,049	5,049	5,049	5,049	5,049	2,525						30,294
Repair & Maint - Streetscapes	229	458	458	458	458	458	229						2,748
Vehicle Repair & Maint	-	-	-	-	-	-	-						-
Liability Insurance*	3,396	6,791	6,791	6,791	6,791	6,791	3,396						40,746
Property Insurance*	2,444	4,887	4,887	4,887	4,887	4,887	2,444						29,322
Supplies	41	82	82	82	82	82	41						492
Fuel	-	-	-	-	-	-	-						-
Telephone	89	177	177	177	177	177	89						1,062
Utilities	7,674	15,348	15,348	15,348	15,348	15,348	7,674						92,088
In Lieu Franchise Tax	21,817	36,177	34,238	34,657	38,519	38,519	21,817						225,744
In Lieu Property Tax*	5,048	10,096	10,096	10,096	10,096	10,096	5,048						60,576
Admin Allocation*	14,643	29,286	29,286	29,286	29,286	29,286	14,643						175,716
Revenue Control Access System*	7,000	14,000	14,000	14,000	14,000	14,000	7,000						84,000
City Management Fee*	1,000	2,000	2,000	2,000	2,000	2,000	1,000						12,000
Total Reimbursable OPEX Exp.	98,181	188,906	186,967	187,386	191,248	191,248	117,553	-	-	-	-	-	1,161,488
Net Receipts (Deficit)	79,505	91,906	74,446	78,220	112,985	69,864	146,171	-	-	-	-	-	653,097

City Assumptions

City amounts are based on FY 2012/13 actual for all garages
No adjustments have been made to change service levels when the ESC construction begins
No rate increases have been built in to the revenue amounts
The Special Event/Validation revenue includes $18,511 billed per month to Holiday Inn
No adjustments have been made to revenue, adjustments should be considered as spaces will be lost due to construction
POMA income might be reduced due to new ownership
November 2014 revenue full forecast, city services 1/2 month
*Hard Costs
May & November Prorated for half month

Schedule 15.2(D)
to
Agreement for Interim Parking Operations Management

Litigation

1. CASE NO.: 34-2014-00156358
   CASE TITLE: CITY OF SACRAMENTO
   vs.
   STATE OF CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM, US BANK A NATIONAL ASSOCIATION, C-III ASSET MANAGEMENT LLC, and DOES 1 through 50, inclusive.

2. CASE NO.: 34-2013-80001489
   CASE TITLE: ISAAC GONZALEZ, JAMES CATHCART, and JULIAN CAMACHO,
   vs.
   KEVIN JOHNSON, JOHN SHIREY, JOHN DANGBERG,
   CITY OF SACRAMENTO, and DOES 1 through 40, inclusive.