

TEMPORARY LICENSE AGREEMENT

(Building 360)

THIS LICENSE AGREEMENT, entered into this 31st day of December 2018 ("License Agreement"), by and between the CITY OF ALAMEDA, a charter city and municipal corporation (hereinafter referred to as "Licensor" or "City") and ASTRA SPACE, INC., a Delaware corporation (hereinafter referred to as "Licensee") is made with reference to the following:

RECITALS

A. The United States of America, acting by and through the Department of the Navy ("Government"), is the owner of real and personal property commonly referred to as the former Naval Air Station Alameda ("NAS Alameda" or the "Property"), which was closed as a military installation and is subject to disposal pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1991, as amended (PUB, law No. 101-510). As surplus property, the Property may be leased to a state or local government pending final disposition of such property pursuant to the provisions of 10 U.S.C. 2667(g).

B. Licensor and Government have agreed upon a method of conveyance of said Property as set forth in the Economic Development Conveyance Memorandum of Agreement ("EDC MOA") dated June 6, 2000.

C. Prior to the conditions for a deed transfer of the Property to Licensor having been met, immediate possession of all or portions of the Property was granted by the Government to Licensor's predecessor in interest pursuant to a Lease in Furtherance of Conveyance dated June 6, 2000, as amended by that certain Amendment No. 1 to the Lease in Furtherance of Conveyance, dated November 28, 2000 and as further amended by Amendment No. 2 to the Lease in Furtherance of Conveyance, dated March 30, 2009 (collectively the "LIFOC").

D. On January 31, 2012, the Governing Board of the Alameda Reuse and Redevelopment Authority assigned its rights, assets, liabilities and obligations to the City of Alameda. On February 7, 2007, the City Council of the City of Alameda accepted the assignment. On March 9, 2012 the U.S. Department of Defense, Office of Economic Adjustment ("OEA") acknowledged the City of Alameda as the Local Reuse Authority ("LRA") for the former Alameda Naval Air Station. On April 4, 2012, the Department of the Navy acknowledged the City of Alameda had been recognized by the OEA as the LRA.

E. Licensee desires to occupy Building 360 ("Building"), located at 1900 Skyhawk Street, Alameda, California consisting of approximately 179,070 rentable square feet, together with the surrounding land and parking area all as depicted on Exhibit A, attached hereto and incorporated herein by this reference ("License Area"). Toward that end, Licensor and Licensee are engaged in negotiations for a lease of the License Area ("Lease") but no lease can become final and binding upon the City until it has been approved by the City Council by means of an ordinance approving the Lease as required by the City Charter. Before such approval is sought or obtained, Licensee wishes to take immediate possession of the License Area to begin

Naval Air Station Alameda) dated June 4, 2013 and recorded June 6, 2013 as Series No.: 2013-199782 in the Office of the County Recorder of Alameda County ("**Declaration of Restrictions**"). Copy of the Declaration of Restrictions has been delivered to Licensee and, concurrently with the execution of this License Agreement, Licensee shall sign and return to Licensor the Acknowledgment of Receipt, attached hereto as **Exhibit B**. Use of the License Area is further restricted by the Covenant to Restrict Use of Property Environmental Restrictions recorded June 6, 2013 as Series No. 2013-199839 in the office of the County Recorder, Alameda County, CA (the "**CRUP**") and the National Environmental Protection Act Record of Decision ("**ROD**") for the disposal and reuse of the former Naval Air Station Alameda, and all conditions contained therein. Copies of the ROD and CRUP are available for review at Licensor's office during normal business hours. The covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances set forth in the LIFOC, Declaration of Restrictions, CRUP and the ROD, as they affect the License Area, are collectively referred to herein as the "**Restrictions**." Any use of the License Area shall comply with the Restrictions and a failure to so comply shall constitute a default under this License Agreement.

5. **UTILITIES:** Licensee shall contract directly with the providers of, and shall pay all charges for, sewer, gas, electricity, heat, cooling, telephone, refuse collection, security and monitoring services furnished to or for the License Area together with all related installation or connection charges or deposits ("**Utilities**"). If such Utilities are not separately metered, Licensee shall cause said Utilities to be separately metered to the License Area. Licensee understands that water to Alameda Point has been supplied by East Bay Municipal Utility District ("**EBMUD**") but the water system itself was designed, installed and historically operated by the Navy. The water system infrastructure at Alameda Point was not built in accordance with current EBMUD standards. Until the water supply systems is improved as required by EBMUD, Licensee cannot become an EBMUD customer. Until such time as that occurs, water will continue to be provided by means of the City's current water supply system. Licensor will bill Licensee for water usage at the same rate paid by the City to EBMUD.

6. **HOLD HARMLESS:** Licensee shall indemnify, defend and hold harmless Licensor, and its City Council members, officers, employees and agents ("**Licensor Related Parties**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees, regardless of the merits or outcome of any claim or suits in any manner connected to Licensee's use of the License Area except if and to the extent caused by the gross negligence or willful misconduct of Licensor.

7. **INSURANCE:**

7.1 **Licensee's Insurance.** On or before the commencement of the term of this License, Licensee shall procure and maintain for the duration of this License, insurance against claims for injuries to persons or damages to property which may arise from or in connection with Licensee's operation and use of the License Area. The cost of such insurance shall be borne by Licensee. Licensee shall maintain the following types of insurance with limits no less than the following as set forth below.

the Licensor with at least thirty (30) days' written Notice of Cancellation; provided, however, that if Licensee's insurers are unwilling to issue such an endorsement, then Licensee agrees as follows: if Licensee is notified by any insurer of the insurance coverages required under this Article 7 that the insurer is cancelling any required policy, Licensee shall immediately provide Licensor with written notice of having received such notice from its insurer and shall take all reasonable action to either preserve the existing policy/policies or replace the cancelled insurance with other policy/policies of insurance meeting the requirements of this Article 7 before the effective date of the cancellation.

7.4 Sufficiency of Insurance. The insurance limits required by the Licensor are not represented as being sufficient to protect Licensee. Licensee is advised to consult Licensee's insurance broker to determine adequate coverage for Licensee. Licensee's insurance policy shall be endorsed stipulating that Licensee's insurance is primary, and that the Licensor's self-insurance program and excess insurance policies shall not be called upon to contribute to a loss that should otherwise be paid by Licensee's insurer.

7.5 Insurer Acceptability. Licensee's insurers must be domiciled in the United States of America. They must meet a minimum A.M. Best & Co. rating of A: VII and a Standard and Poors Rating (if rated) of at least BBB. In the event that a proposed insurance company is not rated by A.M. Best & Co. or Standard and Poors, said insurance carrier must be domiciled in the State of California and approved by Licensor.

7.6 Certificate of Insurance. On or before Licensee takes possession of the License Area, Licensee shall furnish to Licensor certificate(s) of insurance reflecting that the insurance required by this Section is in force, accompanied by an endorsement(s) showing the required additional insured satisfactory to Licensor.

8. PROHIBITION AGAINST TRANSFERS: Licensee shall not assign, sublicense, hypothecate, or transfer this License or any interest therein directly or indirectly, by operation of law or otherwise. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Licensee, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Licensee is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Licensee, shall be construed as an assignment of this License. Control means fifty percent (50%) or more of the voting power of the corporation.

9. ALTERATIONS:

9.1 Licensor Consent Required. Licensee shall not make any alterations, improvements, or additions, including Essential Capital Repairs (each an "Alteration") in or about the License Area or any part thereof without the prior written consent of Licensor, which consent may be reasonably conditioned upon criteria and/or requirements deemed necessary by Licensor; provided, however, that Licensor shall have the right in its sole and absolute discretion

location of utilities and that construction will not take place above the utility line or within the utility easement, specifically showing that no permanent structure will be constructed in these areas. Licensee shall be responsible for complying with the provisions of the City of Alameda's Marsh Crust Ordinance and, if required, shall obtain a Marsh Crust Permit.

9.4 Liens. Licensee shall pay when due all claims for labor or materials furnished Licensee for use in the License Area. Licensee shall not permit any mechanic liens, stop notices or any other liens against the License Area or Buildings for any labor or materials furnished to Licensee in connection with work performed on or about the License Area by or at the direction of Licensee. Licensee shall indemnify, hold harmless and defend Licensor (by counsel reasonably satisfactory to Licensor) from any liens, stop notices and encumbrances arising out of any work performed or materials furnished by or at the direction of Licensee. In the event that Licensee shall not, within ten (10) days following the imposition of any such lien or stop notice, cause such lien to be released of record by payment or posting of a proper bond, Licensor shall have, in addition to all other remedies provided herein or by law, the right, but not the obligation, to cause the same to be released by such means as it may deem proper, including payment of the claim giving rise to such lien. All such sums paid by Licensor and expenses reasonably incurred in connection therewith, including attorneys' fees and costs, shall be payable to Licensor by Licensee on demand.

10. ENVIRONMENTAL PROTECTION PROVISIONS:

10.1 Hazardous Materials. "**Hazardous Materials**" shall mean any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive, flammable, explosive, radioactive or corrosive, including, without limitation, petroleum, solvents, lead, acids, pesticides, paints, printing ink, PCBs, asbestos, materials commonly known to cause cancer or reproductive harm and those materials, substances and/or wastes, including wastes which are or later become regulated by any local governmental authority, the state in which the License Area are located or the United States Government, including, but not limited to, substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; the Resource Conservation and Recovery Act; all environmental laws of the state where the License Area are located, and any other environmental law, regulation or ordinance now existing or hereinafter enacted. "**Hazardous Materials Laws**" shall mean all present and future federal, state and local laws, ordinances and regulations, prudent industry practices, requirements of governmental entities and manufacturer's instructions relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, presence, disposal or transportation of any Hazardous Materials, including without limitation the laws, regulations and ordinances referred to in the preceding sentence.

10.2 Reportable Uses Required Consent. Except as permitted in this Article 10, Licensee hereby agrees that Licensee and Licensee's officers, employees, representative, agents, contractors, subcontractors, successors, assigns, concessionaires, invitees and any other occupants of the License Area (for purposes of this Article 10, referred to collectively herein as "**Licensee Parties**") shall not cause or permit any Hazardous Materials to be used, generated, manufactured, refined, produced, processed, stored or disposed of, on, under or about the

10.5 Licensors's Inspection Right. Licensor shall have the right to inspect, upon reasonable notice to Licensee, the License Area for Licensee's compliance with this Article 10. Licensor normally will give Licensee twenty-four (24) hours' prior notice of its intention to enter the License Area unless it determined the entry is required for exigent circumstances related to health, safety, or security; provided, however, Licensor agrees to use its best commercial efforts to provide Licensee with the maximum advance notice of any such entrance and will, without representation or warranty, attempt to structure such entrance in the least intrusive manner possible. Licensee shall have no claim against Licensor, or any officer, agent, employee, contractor or subcontractor of Licensor by reason of entrance of such Licensor officer, agent, employee, contractor or subcontractor onto the License Area.

11. NONDISCRIMINATION. Consistent with Licensor's policy that harassment and discrimination are unacceptable conduct, Licensee agrees that harassment or discrimination directed toward a job applicant, a City employee, Licensee, contractor, employee, client or a citizen by Licensee or Licensee's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Licensee agrees that any and all violations of this provision shall constitute a material breach of this License.

12. PREVAILING WAGES AND RELATED REQUIREMENTS. Licensee acknowledges and agrees any Alterations, including Essential Capital Repairs, made by or on behalf of Licensee to the License Area, or any portion thereof, which are paid for in whole or in part by Licensor or which are considered to have been paid for in whole or in part by Licensor (e.g. by virtue of any rent or license fees that are reduced, waived or forgiven) will constitute "[c]onstruction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds..." (California Labor Code section 1720.) Licensee shall comply with any applicable laws, rules and regulations related to construction wages and other construction matters, if and to the extent applicable to the License Area after the Commencement Date including, but not limited to, the provision of Labor Code Section 1720 et seq., and/or Section 2-67 of the Alameda Municipal Code. From and after the Commencement Date, Licensee shall indemnify, defend (with counsel reasonably acceptable to Licensor), and hold harmless the Licensor, its employees, elected officials, agents and contractors against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Licensee and its contractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq., to employ apprentices pursuant to Labor Code Sections 1777.5 et seq., to require any contractor or subcontractor listed on a bid proposal for a public works project be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5, to comply with the other applicable provisions of Labor Code Sections 1720 et seq. and 1777.5 et seq., to meet the conditions of Section 1771.4 of the Labor Code, to require the general contractor for any prevailing wage work to furnish electronic certified payroll records directly to the Labor Commissioner at: <https://apps.dir.ca.gov/ecpr/das/altlogin>, or to comply with any other regulation related to public contracts. Licensee's obligation to indemnify, defend and hold harmless under this Section 12 shall survive termination of this License, and shall be interpreted broadly so as to apply to any legal or administrative proceeding, arbitration, or enforcement action.

15. COMPLIANCE WITH LAWS. Licensee shall comply with all laws, ordinances, rules, regulations and codes, of all municipal, county, state and federal authorities, including the Americans With Disabilities Act, as amended, (42 U.S.C. Section 1201 et seq. [the "ADA"]) (collectively, "**Laws**") pertaining to Licensee's use and occupancy of the License Area and the conduct of its business. Licensee shall be responsible for making all improvements and alterations necessary to bring the License Area into compliance with applicable ADA requirements and to ensure that the License Area remains in compliance throughout the Term of this License. To the extent applicable to any Alterations or other work performed in the License Area, Licensee shall comply with all applicable prevailing wage policies as set forth in applicable California Labor Code sections pertaining to "public works" (California Labor Code sections 1720 et seq., as amended from time to time and implementing regulations), the Davis-Bacon Act (sec. 1-7, 46 Stat. 1949, as amended; Pub. L. 74-403, 40 U.S.C. 27a-27a-7, as amended from time to time and implementing regulations), Section 2-67 of the Alameda Municipal Code, and other applicable laws, statutes, rules, regulations or ordinances now or hereinafter in effect addressing the payment of prevailing wages. Licensee shall not commit, or suffer to be committed, any waste upon the License Area or any public or private nuisance, or other act or thing which unreasonably disturbs the quiet enjoyment of any other Licensee or occupant in the Building, nor shall Licensee store any materials in the License Area which are visible from areas adjacent to the License Area, unless otherwise specifically set forth in this License. Licensee shall not permit any objectionable odor to escape or be emitted from the License Area and shall ensure that the License Area remains free from infestation from rodents or insects. Licensee shall not do or permit anything to be done on or about the License Area or bring or keep anything into the License Area which will in any way increase the rate of, invalidate or prevent the procuring of any insurance, protecting against loss or damage to the Building or any of its contents by fire or other casualty or against liability for damage to property or injury to person in or about the Building.

16. DEFAULT.

16.1 Events of Default. The occurrence of any of the following shall constitute a "**Default**" by Licensee:

(i) Licensee fails to make any payment of Fees when due, if payment in full is not received by Licensor within five (5) days after written notice that it is past due.

(ii) Licensee violates the restrictions on Transfer set forth in Section 8.

(iii) Licensee ceases doing business as a going concern (provided, however, that Licensee may be open and operating for business with the general public on the days and during the times as the needs of Licensee's business dictates, in Licensee's sole discretion); makes an assignment for the benefit of creditors; is adjudicated an insolvent, files a petition (or files an answer admitting the material allegations of a petition) seeking relief under any state or federal bankruptcy or other statute, law or regulation affecting creditors' rights; all or substantially all of Licensee's assets are subject to judicial seizure or attachment and are not released within sixty (60) days, or Licensee consents to or acquiesces in the appointment of a trustee, receiver or liquidator for Licensee or for all or any substantial part of Licensee's assets.

contractors, subcontractors, or suppliers and any costs of Licensor to enforce this Section, including reasonable attorney fees and costs.

18. ATTORNEYS' FEES. The prevailing party in any action or proceeding against the other party by reason of a claimed default or otherwise arising out of a party's performance or alleged non-performance under this License, shall be entitled to recover from the other party its costs and expenses of suit, including, but not limited to, reasonable attorneys' fees, which fees shall be payable whether or not such action is prosecuted to judgment.

19. MISCELLANEOUS.

19.1 Environmental and Planning Documents. Licensee acknowledges that its use of the License Area and any Alterations thereto shall comply with the terms, conditions and requirements of: (a) the Environmental Impact Report for Alameda Point and the Mitigation Monitoring and Reporting Program adopted pursuant thereto; (b) the Master Infrastructure Plan; (c) the Town Center and Waterfront Precise Plan (as applicable); and (d) the Alameda Point Transportation Demand Management Plan. Compliance with the foregoing may include the preparation of a Compliance Strategy consistent with the Transportation Demand Management Plan and payment of transportation program fees.

19.2 Waiver of Relocation Benefits. Licensee acknowledges that, upon the expiration or earlier termination of this License, Licensee will not be a displaced person and therefore waives any and all claims for relocation benefits or assistance under the California Relocation Assistance Law, California Government Code Sections 7260 et seq. or under any similar state or federal law, statute or ordinance now or hereinafter in effect.

19.3 Asbestos Notification for Commercial Property Constructed Before 1979. Licensee acknowledges that Licensor has advised Licensee that, because of its age, the Building may contain asbestos-containing materials ("ACMs"). If Licensee undertakes any Alterations as may be permitted by this License Agreement, Licensee shall undertake the Alterations in a manner that avoids disturbing ACMs present in the Building. If ACMs are likely to be disturbed in the course of such work, Licensee shall encapsulate or remove the ACMs in accordance an approved asbestos-removal plan and otherwise in accordance with all applicable Environmental Laws, including giving all notices required by California Health & Safety Code Sections 25915-25919.7.

19.4 Lead Warning Statement. Licensee acknowledges that Licensor has advised Licensee that buildings built before 1978 may contain lead-based paints ("LBP"). Lead from paint, paint chips and dust can pose health hazards if not managed properly. Licensee may at its sole cost and expense, have a state certified LBP Inspector complete a LBP inspection and abatement and provide an abatement certification to Licensor. Licensor has no specific knowledge of the presence of lead-based paint in the License Area.

19.5 Authority. If Licensee is a corporation, partnership, trust, association or other entity, Licensee does hereby covenant and warrant that (a) Licensee is duly incorporated or otherwise established or formed and validly existing under the laws of its state of incorporation, establishment or formation, (b) Licensee has and is duly qualified to do business in California,


(c) Licensee has full corporate, partnership, trust, association or other power and authority to enter into this License and to perform all Licensee's obligations hereunder, and (d) each person (and all of the persons if more than one signs) signing this License on behalf of Licensee is duly and validly authorized to do so. Upon Licensors request Licensee shall provide evidence reasonably satisfactory to Licensors confirming the foregoing.


19.6 Counterparts. This License may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Licensors and Licensee have respectively signed and sealed this License as of the day and year first above written.

LICENSEE:

ASTRA SPACE, INC.,
a Delaware corporation

By 
Name: Vita Bruno
Title: CFO

By 
Name Adam P. London
Title CTO & Director

By 
Name Chris Kemp
Title CFO

LICENSOR:

CITY OF ALAMEDA, a charter city and
municipal corporation

By 
David L Rudat
Interim City Manager

Approved as to form:

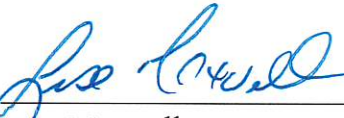
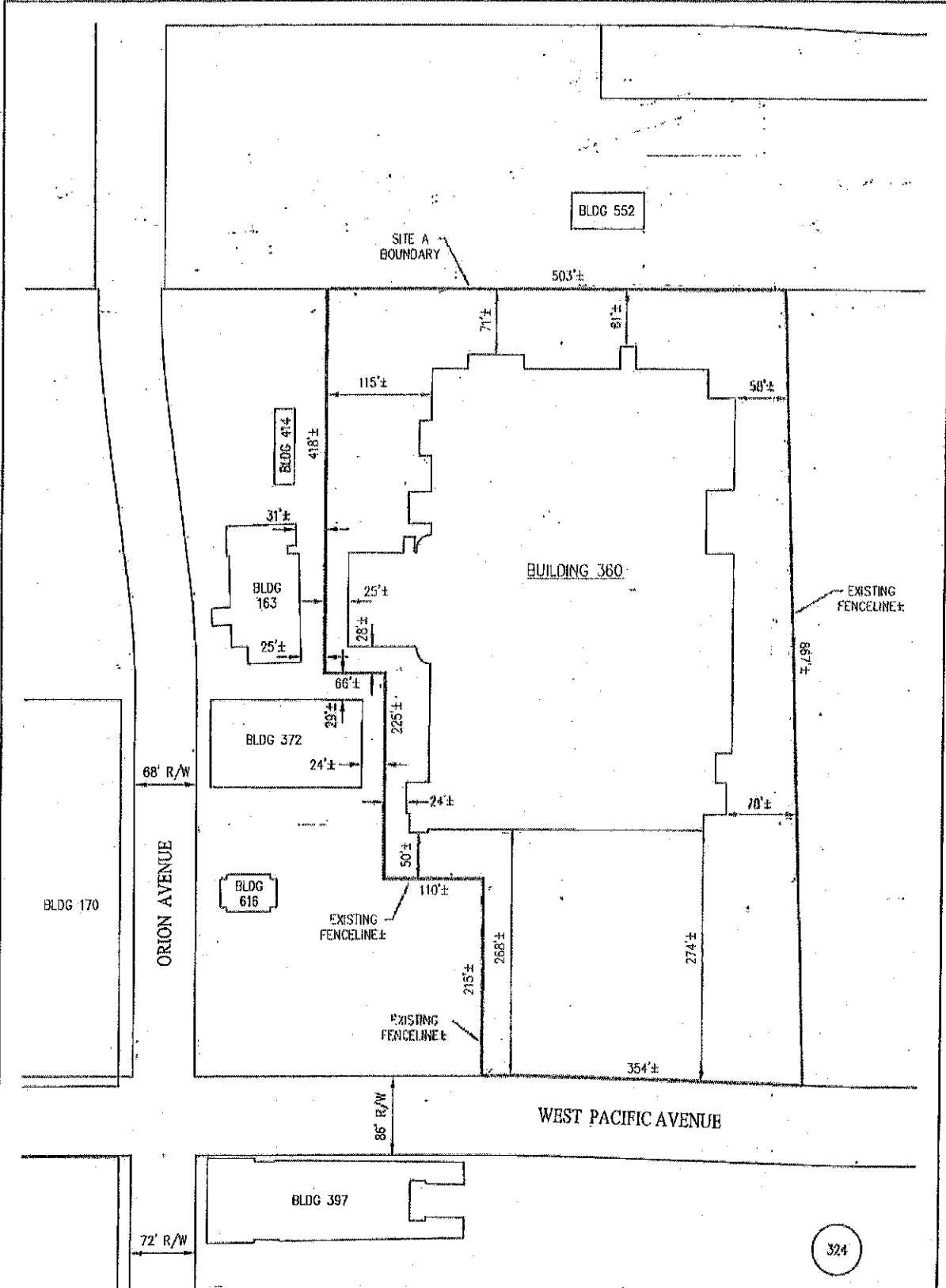
By 
Lisa Maxwell
Assistant City Attorney

EXHIBIT A

License Area



LEGEND

----- POTENTIAL SITE BOUNDARY

**ALAMEDA POINT
BUILDING 360**

CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA
DATE: SEPTEMBER 1, 2017 SCALE: 1"=100'



	Caden, Barton & Goss, Inc. CIVIL ENGINEERS - SURVEYORS - PLANNERS www.cbg.com
	SAN FRANCISCO, CALIFORNIA SACRAMENTO, CALIFORNIA

EXHIBIT B

ACKNOWLEDGMENT OF RECEIPT

Pursuant to that certain License Agreement entered into by and between City of Alameda, a charter city and municipal corporation ("Licensor") and Astra Space, Inc. a Delaware corporation ("Licensee") dated as of December __, 2018 ("License") Licensee hereby acknowledges that Licensor has provided it with copies of the following documents:

- Declaration of Restrictions (Former Naval Air Station Alameda) dated June 4, 2013, recorded June 6, 2013 as Series No. 2013-5677266 in the Office of the County Recorder of Alameda County ("Declaration of Restrictions");
- Covenant to Restrict Use of Property Environmental Restrictions recorded June 6, 2013 as Series No. 2013-199838 in the Office of the County Recorder, Alameda County ("CRUP").

Pursuant to Section 4 of the License, Licensee acknowledges receipt of the above-referenced documents and agrees that its use of the License Area (as defined in the License) shall comply with the restrictions set forth in said documents and failure to do so shall constitute a default under the License.

Astra Space, Inc.
a Delaware corporation

By: _____
Its: _____
Date: _____

EXHIBIT B

ACKNOWLEDGMENT OF RECEIPT

Pursuant to that certain License Agreement entered into by and between City of Alameda, a charter city and municipal corporation ("Licensor") and Astra Space, Inc. a Delaware corporation ("Licensee") dated as of ~~August~~ ^{December}, 2018 ("License") Licensee hereby acknowledges that Licensor has provided it with copies of the following documents:

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Pursuant to Section 4 of the License, Licensee acknowledges receipt of the above-referenced documents and agrees that its use of the License Area (as defined in the License) shall comply with the restrictions set forth in said documents and failure to do so shall constitute a default under the License.

Astra Space, Inc.
a Delaware corporation

By: W. J. B. W.

Its: CEO

Date: 11/16/18

EXHIBIT C

LICENSEE WORK LETTER

This Exhibit is attached to and made a part of the License Agreement by and between City of Alameda, a charter city and municipal corporation ("Licensor") and Astra Space, Inc., a Delaware corporation ("Licensee") for those License Area consisting of the entirety of Building 360, located at 1900 Skyhawk Street, Alameda, CA (the "License Area").

This Licensee Work Letter shall set forth the terms and conditions relating to the construction of Essential Capital Repairs as defined .

1. **ESSENTIAL CAPITAL REPAIRS**

It is agreed that during the Term of the License Licensee may undertake the shell improvements AS SPECIFIED IN **Schedule 1**. It is understood and agreed that any Essential Capital Repairs must comply with all of the terms and provisions of this License.

2. **CONSTRUCTION DRAWINGS**

2.1 Selection of Architect/Construction Drawings. Licensee shall retain an architect/space planner approved by Licensor, which approval shall not be unreasonably withheld or delayed (the "Architect") to prepare the "Construction Drawings," as that term is defined in this Section 2.1. Licensee shall retain the engineering consultants approved by Licensor (the "Engineers"), which approval shall not be unreasonably withheld or delayed, to prepare all construction drawings relating to the structural, mechanical, electrical, plumbing, HVAC, life safety, and sprinkler work for all Renovation Work in the License Area. The drawings and specifications to be prepared by Architect and the Engineers hereunder shall be known collectively as the "Construction Drawings." All Construction Drawings shall be in a drawing format reasonably acceptable to Licensor. Licensor's review of the Construction Drawings as set forth in this Section 2, shall be for its sole purpose and shall not imply Licensor's review of the same for quality, design, compliance with the Code (as defined in Section 3.2(b) below) or other like matters. Accordingly, notwithstanding that any Construction Drawings are reviewed by Licensor or its consultants, and notwithstanding any advice or assistance which may be rendered to Licensee by Licensor or its consultants, Licensor shall have no liability whatsoever in connection therewith, except to the extent that Licensor has specifically requested a modification to the Construction Drawings as a condition to Licensor's approval of the Construction Drawings, and shall not be responsible for any omissions or errors contained in the Construction Drawings, and Licensee's waiver and indemnity set forth in this Lease shall specifically apply to the Construction Drawings. Furthermore, Licensee and Architect shall verify, in the field, the dimensions and conditions as shown on the relevant portions of the base building drawings, and Licensee and Architect shall be solely responsible for the same, and Licensor shall have no responsibility in connection therewith. Each time Licensor is granted the right to review, consent or approve the Construction Drawings or any component thereof (collectively, "Consent"), such Consent shall not be unreasonably withheld, conditioned or delayed.

2.2 Completion of Construction Drawings. Licensee, the Architect and the Engineers shall promptly complete the Construction Drawings for the License Area in a form which is sufficient to allow subcontractors to bid on the work and to obtain applicable permits and shall submit such Construction Drawings to Licensor for Licensor's approval. Such Construction Drawings may be submitted in one or more stages at one or more times, provided that Licensee shall ultimately supply Licensor with three (3) completed copies signed by Licensee of such Construction Drawings. Licensor shall, within ten (10) business days after Licensor's receipt of each stage of the Construction Drawings, either (i) approve the Construction Drawings, (ii) approve the Construction Drawings subject to specified conditions which must be stated in a reasonably clear and complete manner to be satisfied by Licensee prior to submitting the Approved Construction Drawings for permits as set forth in Section 2.3 below of this Licensee Work Letter, or (iii) disapprove and return the Construction Drawings to Licensee with reasonably clear and complete requested revisions. If Licensor fails to timely notify Licensee of Licensor's approval or disapproval of any such Construction Drawings, Licensee shall have the right to provide Licensor with a second written request for approval (a "**Second Request**") that specifically identifies the applicable Construction Drawings and contains the following statement in bold and capital letters: "**THIS IS A SECOND REQUEST FOR APPROVAL OF CONSTRUCTION DRAWINGS PURSUANT TO THE PROVISIONS OF SECTION 2.2 OF THE WORK LETTER. IF LICENSOR FAILS TO RESPOND WITHIN FIVE (5) BUSINESS DAYS AFTER RECEIPT OF THIS NOTICE, THEN LICENSOR SHALL BE DEEMED TO HAVE APPROVED THE CONSTRUCTION DRAWINGS DESCRIBED HEREIN.**" If Licensor fails to respond to such Second Request within five (5) business days after receipt by Licensor, the Construction Drawings in question shall be deemed approved by Licensor. If Licensor timely delivers to Licensee a notice of Licensor's disapproval of any Construction Drawings, Licensee may revise Licensee's Construction Drawings and resubmit the same to Licensor; in such event the scope of Licensor's review of such Construction Drawings shall be limited to Licensee's correction of the items to which Licensor had previously objected. Such procedure shall be repeated until the Construction Drawings are approved.

2.3 Approved Construction Drawings. The Construction Drawings for any component of the Renovation Work shall be approved by Licensor in accordance with Section 2.2 (the "**Approved Construction Drawings**") prior to the commencement of construction of the work covered thereby. In the event that Licensee shall submit Construction Drawings to Licensor in more than one stage, Licensor shall be entitled to approve a stage and to subsequently disapprove of such stage in accordance with Section 2.2. Licensee shall cause to be obtained all applicable building permits required in connection with the construction of the Renovation Work, including the Essential Capital Repairs ("**Permits**"). Licensee hereby agrees that neither Licensor nor Licensor's consultants shall be responsible for obtaining any Permits for the License Area and that obtaining the same shall be Licensee's responsibility; provided, however, that Licensor shall cooperate with Licensee in performing ministerial acts reasonably necessary to enable Licensee to obtain any such Permits or certificate of occupancy. No material changes, modifications or alterations in the Approved Construction Drawings may be made without the prior written consent of Licensor pursuant to the terms of Section 2.4 below.

2.4 Licensee Changes. In the event Licensee desires to make a material change to the Approved Construction Drawings, Licensee shall deliver notice (the "**Drawing Change Notice**") of the same to Licensor, setting forth in detail the changes (the "**Licensee Changes**") Licensee

desires to make to the Approved Construction Drawings. Licensor shall, within ten (10) business days of receipt of a Drawing Change Notice either (i) approve the Licensee Changes, or (ii) disapprove the Licensee Changes and deliver a notice to Licensee specifying in reasonably sufficient detail the reasons for Licensor's disapproval. If Licensor fails to timely notify Licensee of Licensor's approval or disapproval of any such Licensee Changes, Licensee shall have the right to provide Licensor with a second written request for approval (a "**Second Request**") that specifically identifies the applicable Licensee Change and contains the following statement in bold and capital letters: "**THIS IS A SECOND REQUEST FOR APPROVAL OF LICENSEE CHANGES TO THE PROVISIONS OF SECTION 2.5 OF THE WORK LETTER. IF LICENSOR FAILS TO RESPOND WITHIN FIVE (5) BUSINESS DAYS AFTER RECEIPT OF THIS NOTICE, THEN LICENSOR SHALL BE DEEMED TO HAVE APPROVED THE LICENSEE CHANGES DESCRIBED HEREIN.**" If Licensor fails to respond to such Second Request within five (5) business days after receipt by Licensor, the Licensee Changes in question shall be deemed approved by Licensor. If Licensor timely delivers to Licensee a notice of Licensor's disapproval of any Licensee Changes, Licensee may revise the Licensee Changes and resubmit the same to Licensor; in such event the scope of Licensor's review of such Licensee Changes shall be limited to Licensee's correction of the items to which Licensor had previously objected.

3. CONSTRUCTION

3.1 Licensee's Selection of Contractors.

(a) The Contractor. Licensee shall retain a licensed general contractor (the "**Contractor**") in compliance with all legal or contractual obligations for the Essential Capital Repairs or any other element of the Renovation Work, pre-approved by Licensor, which approval shall not be unreasonably withheld or delayed, prior to Licensee causing the Contractor to commence construction activities.

(b) Licensee's Construction Participants. All major trade subcontractors and suppliers used by Licensee must be approved in writing by Licensor, which approval shall not be unreasonably withheld, conditioned or delayed. If Licensor does not approve any of Licensee's proposed major subcontractors, or material suppliers, Licensee shall submit other proposed trade subcontractors, or material suppliers for Licensor's written approval. The Contractor and the Contractor's subcontractors (collectively, "**Licensee's Contractors**") and the major trade subcontractors and material suppliers performing Essential Capital Repairs or any other component of the Renovation Work are along with all other laborers, materialmen, and suppliers, and the Contractor collectively, "**Licensee's Construction Participants**").

3.2 Construction by Licensee's Construction Participants.

(a) Licensee's Agents.

(i) Licensor's General Conditions for Licensee's Construction Participants. Licensee's and Licensee's Construction Participants' construction of the Essential Capital Repairs or any other component of the Renovation Work shall comply with the following: (A) the work shall be constructed in material conformance with the Approved

Construction Drawings; and (B) Licensee shall abide by all construction guidelines and reasonable rules made by Licensor's Property manager with respect to any matter, within reason, in connection with this Licensee Work Letter.

(ii) Indemnity. Licensee's indemnity of Licensor as set forth, qualified and conditioned in this Lease, shall also apply with respect to any and all costs, losses, damages, injuries and liabilities related in any way to any act or omission of Licensee or Licensee's Construction Participants, or anyone directly or indirectly employed by any of them, or in connection with Licensee's non-payment of any amount arising out of the Essential Capital Repairs or any other component of the Renovation Work.

(iii) Contractor's Warrants. Licensee's Contractor shall warrant to Licensee and for the benefit of Licensor that the portion of Renovation Work for which such contractor is responsible shall be free from any defects in workmanship and materials for a period of not less than one (1) year from the date of substantial completion thereof. Licensee's Contractor shall be responsible for the replacement or repair, without additional charge, of all work done or furnished in accordance with its contract that shall become defective within one (1) year after substantial completion. All such warranties or guarantees as to materials or workmanship shall be contained in the contract or subcontract and shall be written such that such guarantees or warranties shall inure to the benefit of both Licensor and Licensee, as their respective interests may appear, and can be directly enforced by either. Licensee covenants to give to Licensor any assignment or other assurances which may be necessary to effect such right of direct enforcement.

(iv) Insurance Requirements.

A. General Coverages. All of Licensee's Construction Participants which have employees shall carry worker's compensation insurance covering all of their respective employees, and shall also carry public liability insurance, including property damage, all with limits, in form and with companies as are required to be carried by Licensee as set forth in this Lease (provided that the limits of liability to be carried by Licensee's Construction Participants and Contractor, shall be in an amount which is customary for such respective Licensee's Construction Participants employed by Licensees constructing improvements in the Comparable Buildings), and the policies therefor shall insure Licensor and Licensee, as their interests may appear.

B. Special Coverages. Contractor shall carry "Builder's All Risk" insurance (or the industry equivalent), in an amount approved by Licensor but not more than the amount of the construction contract, covering the construction of the Renovation Work, and such other insurance as Licensor may reasonably require.

C. General Terms. Certificates for all insurance carried pursuant to this Section shall be delivered to Licensor before the commencement of construction of the Essential Capital Repairs and before the Contractor's equipment is moved into the License Area. If commercially customary and available without significant additional expense, all such policies of insurance must contain a provision that the company writing said policy will give Licensor thirty (30) days' prior notice of any cancellation or lapse of the effective date or any

reduction in the amounts of such insurance. In the event that the Essential Capital Repairs or any other components of the Renovation Work are damaged by any cause during the course of the construction thereof and this Lease is not terminated, Licensee shall immediately repair the same at Licensee's sole cost and expense. Licensee's Construction Participants shall maintain all of the foregoing insurance coverage in force until the completion of the Renovation Work. All such insurance relating to property, except Workers' Compensation, maintained by Licensee's Construction Participants shall preclude subrogation claims by the insurer against anyone insured thereunder. Such insurance shall provide that it is primary insurance as respects the owner and that any other insurance maintained by Licensor is excess and noncontributing with the insurance required hereunder.

(b) Governmental Compliance. The Renovation Work shall comply in all respects with the following: (i) all Laws; and (ii) the applicable building code (collectively, the "Code").

(c) Inspection by Licensor. Licensor shall have the right to inspect the Renovation work (including the Essential Capital Repairs) at all reasonable times; provided, however, that Licensor's failure to inspect such work shall in no event constitute a waiver of any of Licensor's rights hereunder nor shall Licensor's inspection of such work constitute Licensor's approval of the same. In the event that Licensor should reasonably disapprove any portion of such work for failure to comply with the Approved Construction Drawings, during an inspection, Licensor shall notify Licensee in writing within a reasonable time of such inspection of such disapproval and shall specify in reasonably clear and complete detail the items disapproved and grounds for disapproval. Any defects or deviations in, and/or disapprovals in accordance herewith by Licensor of, the Essential Capital Repairs or any other component of the Renovation Work shall be rectified by Licensee at Licensee's expense and at no additional expense to Licensor; provided, however, that in the event Licensor determines that a defect or deviation exists or reasonably disapproves of any matter in connection with any portion of the Renovation Work, Licensor may, following notice to Licensee and a reasonable period of time for Licensee to cure, take such action as Licensor deems necessary to correct the same, at Licensee's expense, and at no additional expense to Licensor, and without incurring any liability on Licensor's part.

(d) **[INTENTIONALLY OMITTED]**

(e) Meetings. Commencing upon the execution of this Lease, Licensee shall hold periodic meetings at a reasonable time, with the Architect and the Contractor regarding the progress of the preparation of Construction Drawings and the construction of the Essential Capital Repairs, which meetings shall be held at a location reasonably agreed upon by Licensor and Licensee, and Licensor and/or its agents shall receive prior notice of, and shall have the right to attend, all such meetings, and, upon Licensor's request, certain of Licensee's Construction Participants shall attend such meetings.

3.3 Notice of Completion; Copy of Record Set of Plans. Within ten (10) days after completion of construction of the Essential Capital Repairs or any other component of the Renovation Work, Licensee shall prepare a Notice of Completion, which Licensor shall execute if factually correct, and Licensee shall cause such Notice of Completion to be recorded in the office of the Recorder of the County of Alameda in accordance with Section 8060 of the Civil

Code of the State of California or any successor statute, and shall furnish a copy thereof to Licensor upon such recordation. If Licensee fails to do so, Licensor may execute and file the same on behalf of Licensee as Licensee's agent for such purpose, at Licensee's sole cost and expense. At the conclusion of construction, (i) Licensee shall cause the Architect and Contractor (A) to update the Approved Construction Drawings, which may be by hand mark-up, as necessary to reflect all changes made to the Approved Construction Drawings during the course of construction, (B) to certify to the best of their knowledge that the updated drawings are true and correct, which certification shall survive the expiration or termination of this Lease, and (C) to deliver to Licensor a CD ROM of such updated Approved Construction Drawings, in a PDF or CAD format, and (ii) Licensee shall deliver to Licensor a copy of all warranties, guaranties, and operating manuals and information relating to the improvements, equipment, and systems in the License Area.

4. MISCELLANEOUS

4.1 Licensee's Representative. Licensee has designated Chris C. Kemf as its sole representative with respect to the matters set forth in this Licensee Work Letter, who shall have full authority and responsibility to act on behalf of the Licensee as required in this Licensee Work Letter.

4.2 Licensor's Representative. Licensor has designated Nanette Mocanu as its sole representative with respect to the matters set forth in this Licensee Work Letter, who, until further notice to Licensee, shall have full authority and responsibility to act on behalf of the Licensor as required in this Licensee Work Letter.

EXHIBIT D
SUPPLEMENTAL ENVIRONMENTAL DISCLOSURES

Licensor has delivered to, and Licensee acknowledges receipt of, the following documents which relate to environmental conditions in and around the License Area:

- Asbestos Indoor Air Quality Report, dated October 11, 2012, prepared by C & W Environmental Consulting, Inc.
- Air Quality Investigation Work Plan for Building 360, dated December ____, 2017, prepared by Roux Associates ("**2017 Plan**")
- Test Results form 2017 Plan

SCHEDULE 1

ESSENTIAL CAPITAL REPAIRS

- Hazmat removal
- Remove all debris
- Sandblast remove all interior paint - ceiling, structure, walls
- Power wash - floor, ceiling, structure, walls
- Seal all cracks in foundation
- Prep for epoxy coating
- Repaint walls & ceiling
- Slab sealant, retrocoat
- Vapor intrusion mitigation system installation
- Utility trench closeouts
- Prep documentation for use permit and building permit
- Bathroom drawings & prep for construction
- Electrical drawings & documentation
- Plumbing drawings & documentation
- Mechanical drawings & documentation
- Internal building barrier installation
- Safe off old electrical
- Prep for permanent electrical system install
- Secure building from intruders
- Install security cameras and locks on doors
- Repair all doors and locks
- Repair roof and windows to prevent leaks
- Prep for production equipment installation
- Repair external and internal lights

