LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made as of _____, 2012 by and among **GATEWAY BUENA PARK, INC.** ("Marina Square"), and **SAN LEANDRO UNIFIED SCHOOL DISTRICT** ("SLUSD"). Marina Square and SLUSD are herein individually referred to as a "Party" and collectively as "Parties."

RECITALS

A. SLUSD is the owner of certain real property ("SLUSD Property") located in San Leandro, California, improved with a community sports facility known as Burrell Field and Pacific Sports Complex (herein collectively referred to as the "SLUSD Facility"), and depicted on Exhibit A attached hereto.

B. Marina Square is the owner of certain real property ("Marina Square Property") in San Leandro, California, located adjacent to the SLUSD Property and improved as a shopping center and related improvements, and commonly known as Marina Square Shopping Center.

C. An unimproved portion of the Marina Square Property, consisting of approximately 12,000 square feet of land area and labeled as the "Subject Land Strip" on Exhibit B hereto, is located between the SLUSD Property and Highway 880.

D. The Parties desire to enter into this Agreement to permit SLUSD and its employees, contractors, laborers and agents, including the City of San Leandro, to access the Subject Land Strip for purposes of installation and maintenance of landscaping on the Subject Land Strip in accordance with the terms and conditions set forth below.

NOW THEREFORE, in consideration of the foregoing, the covenants and agreements on the part of each Party to the other as hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1
GRANT OF LICENSE

1.1 License. Marina Square hereby grants to SLUSD and its employees, contractors, laborers and agents, including the City of San Leandro, the revocable and non-exclusive right and license to access the Subject Land Strip for the sole purpose of installation and ongoing maintenance of landscaping and related irrigation systems (collectively, the Landscape Improvements"), all at the sole cost and expense of SLUSD.

1.2 Term. The license referred to herein shall renew automatically on a year-by-year basis, until terminated pursuant to the terms of this Section 1.2. Either Party shall have the right to terminate this Agreement without cause upon 60 days written notice to the other. Upon termination of this Agreement the license and rights granted hereunder shall be deemed revoked and terminated, SLUSD and its employees, contractors, laborers and agents, including the City of San Leandro, shall thereafter have no rights with respect to the Subject Land Strip and Marina Square shall have the absolute right to use the

Subject Land Strip for any use or purpose permitted by applicable law, including, without limitation, removal of the Landscape Improvements.

ARTICLE 2
LANDSCAPE IMPROVEMENTS

2.1 Access and Installation of Landscape Improvements. During the term of this Agreement, SLUSD and its employees, contractors, laborers and agents, including the City of San Leandro, shall have a temporary license for access and passage over and across the Subject Land Strip as shall be reasonably necessary in connection with the initial installation of the Landscape Improvements as well as the ongoing maintenance, repair and replacement of the Landscape Improvements.

2.2 Nature and Scope of Landscape Improvements. The Landscape Improvements shall extend the landscape planting and irrigation from the SLUSD Property to and across the Subject Land Strip and consist of the planting of 15 to 20 additional trees in the area of the Subject Land Strip generally depicted on Exhibit B hereto. All trees and landscaping shall be selected so that the same, at maturity, will not diminish the visibility of the Marina Square pylon sign from Highway 880 depicted on Exhibit C hereto, and shall at all times be maintained by SLUSD or its employees, contractors, laborers and agents, including the City of San Leandro, including periodic trimming as necessary, to ensure that the visibility of the Marina Square pylon sign from Highway 880 is at all times maintained at least to the degree existing as of the date of this Agreement. In addition, no trees or other landscaping shall be located in the northern end of the Subject Land Strip depicted on Exhibit C hereto, it being acknowledged and agreed that the area around the Marina Square pylon sign shall at all times be maintained clear of landscaping and irrigation elements that would prevent a large boom truck from entering such area and being utilized to maintain the pylon sign from all sides.

2.3 Use, Maintenance and Repair of Landscape Improvements. SLUSD shall, at its sole cost and expense, be responsible for the initial installation and the ongoing maintenance, repair and replacement of the Landscape Improvements, at all times in good, sightly and safe condition and state of repair. SLUSD shall at all times exercise its rights hereunder so as not to interfere with the use or enjoyment of the Marina Square Property, including the Subject Land Strip by Marina Square, and shall keep the Subject Land Strip free and clear of all mechanic's and materialmen's liens arising out of any work connected with the Landscape Improvements. SLUSD shall not be permitted to use the Subject Land Strip for any purpose other than the installation and maintenance of the Landscape Improvements. SLUSD shall not be permitted to install any structures, signage or make any other improvements to or upon the Subject Land Strip, shall not store or dump any materials, equipment or any other personal property or items, upon the Subject Land Strip, and will not permit any waste, damage, or injury to the Subject Land Strip. All costs of irrigation and related water and utility systems, and the cost of all water and utilities used upon the Subject Land Strip, shall be the sole responsibility and obligation of SLUSD. During the term of this Agreement SLUSD shall be responsible for any increase in real property or other taxes assessed against the Marina Square Property as a result or consequence of the Landscape Improvements or the license, rights and easement granted hereunder.

ARTICLE 3
MISCELLANEOUS PROVISIONS

3.1 Indemnity; Insurance. Except to the extent resulting from the negligence or willful misconduct of Marina Square, or Marina Square's agents, employees or contractors, SLUSD shall indemnify, defend, protect and hold Marina Square harmless from and against any and all claims, demands, damages, judgments, losses, costs, expenses and liabilities asserted against, or incurred by, Marina Square arising from the Landscape Improvements or the use or enjoyment by SLUSD and its

employees, contractors, laborers and agents, including the City of San Leandro, of the rights granted hereunder. SLUSD shall, at its own cost, maintain in full force and effect throughout the term of this Agreement a policy of commercial general liability insurance with a combined single limit of not less than One Million Dollars ($1,000,000.00), insuring against any and all damages, liability and claims arising from or in connection with the Landscape Improvements, access to the Subject Land Strip and the use and exercise of the rights hereunder by SLUSD and its employees, contractors, laborers and agents, including the City of San Leandro, SLUSD shall cause Marina Square (and the property manager for the Marina Square Property) to be named as additional insureds on such liability policy, and shall, within thirty (30) days after written request from Marina Square, deliver to Marina Square a certificate of insurance evidencing that such insurance is being maintained and is in effect, and referencing the additional insured status of Marina Square (and the property manager for the Marina Square Property). SLUSD may fulfill its insurance obligations under this Section 3.1 by way of self-insurance. Any self-insurance so maintained by SLUSD shall be deemed to contain all of the terms and conditions applicable to such insurance as required in this Section 3.1, including, without limitation, a deemed waiver of subrogation; consequently, Marina Square shall be treated, for all purposes, as if SLUSD had actually purchased such insurance from a third party. SLUSD's right to self-insure hereunder shall be further subject to the following: (i) SLUSD shall agree to assume all duties, obligations and responsibilities of an insurance company with respect to any claim made under such self-insurance program, and (ii) SLUSD shall indemnify, defend, protect and hold harmless Marina Square and any other person that SLUSD may be required hereunder to name as an additional insured against and from any and all losses or liabilities as to which this Agreement otherwise requires SLUSD to carry insurance.

3.2 Notices. Any notice given hereunder shall be given in writing by personal delivery, reliable overnight courier, or United States certified mail, return receipt requested, with postage fully prepaid to the following addresses:

"Marina Square"

c/o Jones Lang LaSalle Americas
5250 Claremont Avenue, Suite 107
Stockton, CA 95207

With a copy to:

c/o RREEF ◦ Retail Group
701 Pike Street, Suite 925
Seattle, WA 98101

"SLUSD"

San Leandro Unified School District
14735 Juniper Street
San Leandro, CA 94579
Attn: Superintendent

With copies to:

San Leandro Sports Foundation
151 Callan Ave, Ste. 306
San Leandro, CA 94577

and

City of San Leandro
City Hall
835 E. 14th Street
San Leandro, CA 94577
Attn: City Attorney

Each Party may designate a different address for its receipt of notices by giving at least ten (10) days' notice of such change of address to the other Party. Any notice hereunder shall be deemed to have been given and received, as the case may be, on the date personal delivery was effected if personally served, or on the date of delivery (or attempted delivery) as shown on the return receipt if delivered by mail.

3.3 Entire Agreement; Amendment. This Agreement constitutes the full and complete agreement of the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statements with respect thereto. This Agreement may be modified or amended, in whole or in part, only by declaration in writing, executed and acknowledged by each of the Parties hereto or their successors and assigns, for attachment hereto and incorporation herein by reference.

3.4 Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged thereby.

3.5 Waiver. A waiver by either of the Parties of the performance of any covenant or condition herein shall not invalidate this Agreement nor shall the delay or forbearance by either of the Parties in exercising any remedy or right be considered a waiver of, or an estoppel against, the later exercise of such remedy or right. No waiver of any breach of any covenant or provision herein shall be deemed a waiver of any subsequent breach of the same or any other covenant or provision hereof. No waiver shall be valid unless it complies with the provisions of Section 3.3.

3.6 Counterparts. This Agreement may be excluded in multiple counterparts, each of which shall be an original and all of which shall together constitute one Agreement.

3.7 Choice of Law. This Agreement, and the rights and obligations of the Parties, shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any action to enforce or interpret this Agreement shall be filed in the Superior Court of California, County of Alameda or in the United States District Court for the Northern District of California.

3.8 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, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

3.9 Attorneys' Fees. If a Party shall institute any action or proceeding against the other Party relating to any breach or alleged violation of any covenant of this Agreement, the "Prevailing Party" shall be entitled to recover from the non-prevailing Party said Prevailing Party's reasonable costs and attorney's fees incurred. The "Prevailing Party" shall be the party which by law is entitled to recover its cost of suit, whether or not the suit proceeds to final judgment.

3.10 Exhibits. All Exhibits attached hereto are incorporated herein by this reference.

3.11 Cooperation. The parties agree to take such additional actions and execute such additional documents as may be reasonably necessary to carry out the matters contemplated by this Agreement. Each Party agrees that during the term of this Agreement it will not unreasonably restrict or otherwise unreasonably impair the other Party's access to or use of the Subject Land Strip. The Parties shall each exercise reasonable care in the use of the Subject Land Strip and in exercising their rights hereunder. The Parties shall comply with all applicable laws, ordinances, rules and regulations in connection with the Parties' use and enjoyment of the Subject Land Strip.

3.12 Liens. SLUSD shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for SLUSD at or for use in or on the Subject Land Strip, which, claims are or

may be secured by any mechanics or materialmen's lien against the Marina Square Property, including the Subject Land Strip, or any interest therein.

3.13 No Assignment. This Agreement and the rights and obligations hereunder are personal to SLUSD and may not be assigned in whole or in part without the prior written consent of Marina Square.

3.14 Successors. The terms, covenants and conditions contained in this Agreement shall be binding upon and inure to the benefit of the heirs, successors, executors, administrators and assigns of the Parties to this Agreement.

3.15 Authority. The persons executing this Agreement on behalf of SLUSD represent and warrant that SLUSD has been and is qualified to do business in the State of California, that the entity has full right and authority to enter into this Agreement, and that all persons signing on behalf of the entity were authorized to do so by appropriate actions.

3.16 SLUSD Facility Promotional Events. In partial consideration for the license and rights granted hereunder, SLUSD agrees, at no cost to Marina Square, to include Marina Square as an Event Sponsor for the Grand Re-opening of the new Burrell Field (date to be determined).

[*SIGNATURES FOLLOW ON NEXT PAGE*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"MARINA SQUARE"	"SLUSD"
GATEWAY BUENA PARK, INC., a California corporation By: RREEF AMERICA, L.L.C., a Delaware limited liability company, its Investment Advisor By:_____ Douglas E. Bailey Its: Vice President Date:_____ By:_____ Chris Christensen Its: Vice President, Portfolio Manager Date:_____	SAN LEANDRO UNIFIED SCHOOL DISTRICT, By:_____ Song Chin-Bendib Its: Assistant Superintendent for Business and Operations Date:_____

EXHIBIT "A"

SLUSD FACILITY

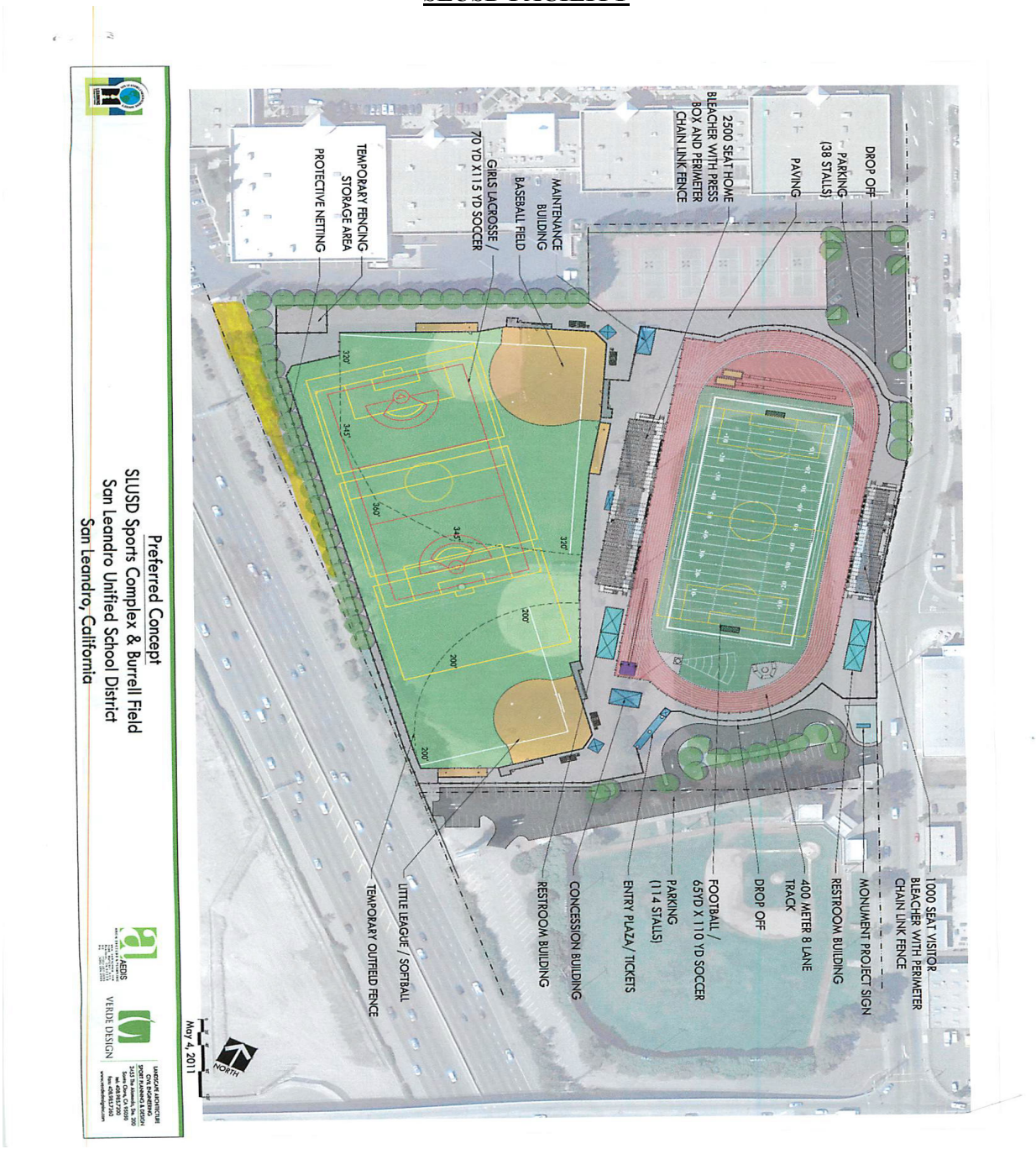


EXHIBIT "B"

SUBJECT LAND STRIP



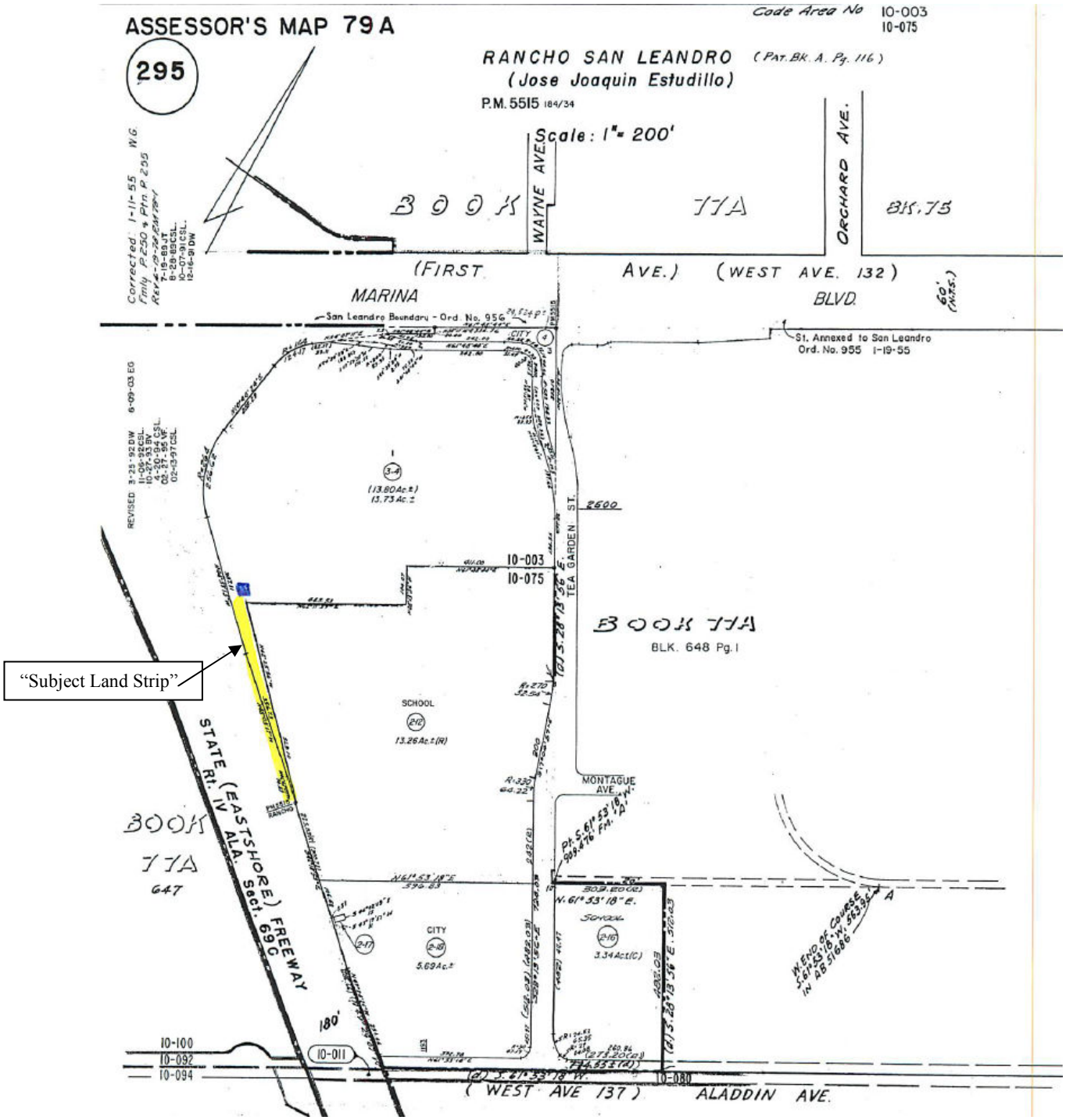

ASSESSOR'S MAP 79 A
295
Code Area No 10-003
10-075
RANCHO SAN LEANDRO (PAT. BK. A. Pg. 116)
(Jose Joaquin Estudillo)
P.M. 5515 184/34
Scale: 1" = 200'
BOOK 77A
BK. 75
WAYNE AVE.
ORCHARD AVE.
(FIRST AVE.)
(WEST AVE. 132)
MARINA BLVD.
San Leandro Boundary - Ord. No. 955
St. Annexed to San Leandro Ord. No. 955 1-19-55
TEA GARDEN ST.
2600
10-003
10-075
BOOK 77A
BLK. 648 Pg. 1
SCHOOL
13.26 Ac.±(R)
MONTAGUE AVE.
STATE (EASTSHORE) FREEWAY Rt. IV ALA. Sect. 69C
180'
BOOK 77A 647
CITY
5.69 Ac.±
SCHOOL
3.34 Ac.±(C)
10-100
10-092
10-094
10-011
10-080
(WEST AVE 137)
ALADDIN AVE.
"Subject Land Strip"

EXHIBIT "C"

Marina Square Pylon Sign Area

