

**ROTUNDA PARTNERS II LLC****Interest Only Payments on \$8,000,000 Promissory Note to Oakland Redevelopment Successor Agency****Payment History: October 20, 2013 - August 31, 2016**

Check		Amount	Period Covered
Check Date	Number		
12/23/2013	1519	\$6,666.67	October 20-October 31, 2013
12/1/2013	1500	\$20,000.00	November 1-November 30, 2013
12/31/2013	1540	\$20,000.00	December 1 - December 31, 2013
2/4/2014	1608	\$20,000.00	Jan 1 - Jan 31, 2014
3/3/2014	1641	\$20,000.00	Feb 1 - Feb 28, 2014
4/1/2014	1690	\$20,000.00	March 1 -March 31,2014
5/5/2014	1759	\$20,000.00	April 1 - April 30, 2014
6/16/2014	1829	\$20,000.00	May 1- May 31, 2014
7/3/2014	1854	\$20,000.00	June 1 - June 30, 2014
8/4/2014	1908	\$20,000.00	July 1 - July 31, 2014
9/8/2014	1948	\$20,000.00	August 1 - August 31, 2014
10/2/2014	1983	\$20,000.00	September 1 - September 30, 2014
11/5/2014	2051	\$20,000.00	October 1 - Oct. 31, 2014
12/2/2014	2092	\$20,000.00	November 1 - November 30, 2014
12/23/2014	2179	\$20,000.00	December 1 - December 31, 2014
2/3/2015	129	\$20,000.00	Jan 1 - Jan 31, 2015
3/4/2015	172	\$20,000.00	Feb 1 - Feb 28, 2015
4/8/2015	275	\$20,000.00	March 1 -March 30, 2015
5/4/2015	338	\$20,000.00	April 1 - April 30, 2015
6/2/2015	407	\$20,000.00	May 1- May 31, 2015
7/9/2015	509	\$20,000.00	June 1 - June 30, 2015
9/8/2016	1356	\$20,000.00	July 1 - July 31, 2015
9/1/2015	623	\$13,333.00	August 1 - August 20, 2015
<i>No Payments (see August 12, 2015 letter)</i>			
8/29/2016	1335	\$6,667.00	August 21 - August 31, 2016

**TOTAL****\$446,666.67**

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.

**ROTUNDA PARTNERS II, LLC**  
 300 FRANK H. OGAWA PLAZA, SUITE 340  
 OAKLAND, CA 94612

**BANK OF ALAMEDA**  
 155 GRAND AVE., STE. 100  
 OAKLAND, CALIFORNIA 94612-3721

90-4266/1211

DATE: \_\_\_\_\_

AMOUNT

PAY TO THE ORDER OF: \*\*\*\*\* SIX THOUSAND SIX HUNDRED SIXTY SIX AND 67/100 DOLLARS \*\*\*\*\*

12/23/2013 \$6,666.67\*\*\*\*

TO THE ORDER OF: Oakland Redevelopment Successor Agency

OF: Oakland Redevelopment Successor Agency

AUTHORIZED SIGNATURE \_\_\_\_\_

MP

Details on Back. Security Features Included

1519

ROTUNDA PARTNERS II, LLC

DATE: 12/23/2013 CR#: 1519 TOTAL: \$6,666.67\*\*\* BANK: rpboalck - RPI BOAL Checking  
 PAYEE: Oakland Redevelopment Successor Agency (orsa)

Property Account	Invoice	Description	Amount
rp1 8518-0000	Loan Int to 10/31/13	ORSA Loan Int 10/22-10/31/13	6,666.67
			<u>6,666.67</u>

ROTUNDA PARTNERS II LLC  
300 FRANK H OGAWA PLAZA, SUITE 340  
OAKLAND, CA 94612

DATE:

AMOUNT

PAY: \*\*\*\* TWENTY THOUSAND AND 00/100 DOLLARS

12/01/2013

\$20,000.00\*\*

TO THE  
ORDER  
OF:

Oakland Redevelopment Successor Agency  
Oakland Redevelopment Successor Agency



AUTHORIZED SIGNATURE

ROTUNDA PARTNERS II, LLC

1500

DATE:12/01/2013 CK#:1500 TOTAL:\$20,000.00\*\* BANK:rpboalck - RPI BOAL Checking  
PAYEE:Oakland Redevelopment Successor Agency(orsa)

Property Account	Invoice	Description	Amount
rpi 8518-0000	12/2013 Loan Int	RPI COO Loan Int 12/2013	20,000.00
			20,000.00

REC'D DEC 13 2013

City of Oakland - CEDA  
250 Frank Ogawa Dr  
238-4774

DEPT#: 999100  
999 - Misc GL - SRA  
2,666.67

CB: 3.9711.94800.44121.P131330.0000  
Description: RotundaPartners II LLC-Loan  
Interest pmt  
2,666.67

DEPT#: 999100  
999 - Misc GL - SRA  
5,821.67

CB: 3.9710.94800.44121.P131320.0000  
Description: RotundaPartners II LLC-Loan  
Interest pmt  
5,821.67

DEPT#: 999100  
999 - Misc GL - SRA  
11,511.66

CB: 3.9714.94800.44121.P131340.0000  
Description: RotundaPartners II LLC-Loan  
Interest pmt  
11,511.66

SubTotal: 20,000.00  
Total: 20,000.00

SRA Check 20,000.00  
Other: ROTUNDA PARTNERS II LLC  
Number: 1500

12/20/2013 02:20  
#0410471/67/22  
Receipt #:

379590

DR

Thank You

ROTUNDA PARTNERS II LLC  
300 FRANK H OGAWA PLAZA, SUITE 340  
OAKLAND, CA 94612

DATE:

AMOUNT

PAY: \*\*\*\* TWENTY THOUSAND AND 00/100 DOLLARS

12/31/2013

\$20,000.00\*\*

TO THE  
ORDER  
OF:

Oakland Redevelopment Successor Agency  
Oakland Redevelopment Successor Agency  
250 Frank H. Ogawa Plaza  
Suite 5313  
Oakland, CA 94612



*[Signature]*

AUTHORIZED SIGNATURE

ROTUNDA PARTNERS II, LLC

1540

DATE:12/31/2013 CK#:1540 TOTAL:\$20,000.00\*\* BANK:rpboalck - RPI BOAL Checking  
PAYEE:Oakland Redevelopment Successor Agency(orsa)

Property Account	Invoice	Description	Amount
rpi 8518-0000	1/2014	Loan Interest RPI COO Loan Int 1/2014	20,000.00
			20,000.00

REC'D JAN 07 2014

City of Oakland - CEBA  
250 Frank Ogawa D2326  
238-4774

DEPT#: 999100  
999 - Misc GL - SRA  
2,666.67

CB: 3.9711.94800.44121.P131320.0000  
Description: ROTUNDA PARTNERS II  
LLC-Loan Interestpmt 2,666.67

DEPT#: 999100  
999 - Misc GL - SRA  
5,821.67

CB: 3.9710.94800.44121.P131320.0000  
Description: ROTUNDA PARTNERS II  
LLC-Loan Interestpmt 5,821.67

DEPT#: 999100  
999 - Misc GL - SRA  
11,511.66

CB: 3.9714.94800.44121.P131340.0000  
Description: ROTUNDA PARTNERS II  
LLC-Loan Interestpmt 11,511.66

Subtotal: 20,000.00  
Total: 20,000.00

SRA Check 20,000.00  
Other: ROTUNDA PARTNERS II LLC-Loan  
Interestpmt  
Number: 1540

1/8/2014 03:19  
#0413251 /67/22  
Receipt #:

382262

DR

Thank You

ROTUNDA PARTNERS II LLC  
300 FRANK H OGAWA PLAZA, SUITE 340  
OAKLAND, CA 94612

DATE:

AMOUNT

PAY: \*\*\*\* TWENTY THOUSAND AND 00/100 DOLLARS

02/04/2014

\$20,000.00\*\*

TO THE  
ORDER  
OF:

Oakland Redevelopment Successor Agency  
Oakland Redevelopment Successor Agency



AUTHORIZED SIGNATURE

ROTUNDA PARTNERS II, LLC

1608

DATE:02/04/2014 CK#:1608 TOTAL:\$20,000.00\*\* BANK:rpboalck - RPI BOAL Checking  
PAYEE:Oakland Redevelopment Successor Agency(orsa)

Property Account	Invoice	Description	Amount
rpi 8518-0000	Loan Interest 2/2014	ORSA Loan Interest 2/2014	20,000.00
			20,000.00

REC'D FEB 06 2014

City of Oakland - CEDA  
250 Frank Ogawa Dr 2326  
238-4774

DEPT#: 999100  
999 - Misc GL - SRA  
2,666.67

CB: 3.9711.94800.44121.P131330.0000  
Description: ROTUNDA PARTNERS II  
LLC-LoanInterest pmt

DEPT#: 999100  
999 - Misc GL - SRA  
5,821.67

CB: 3.9710.94800.44121.P131320.0000  
Description: ROTUNDA PARTNERS II  
LLC-LoanInterest pmt

DEPT#: 999100  
999 - Misc GL - SRA  
11,511.66

CB: 3.9714.94800.44121.P131340.0000  
Description: ROTUNDA PARTNERS II  
LLC-LoanInterest pmt

SubTotal: 20,000.00  
Total: 20,000.00

SRA Check  
Other: ROTUNDA PARTNERS II LLC  
Number: 1608  
20,000.00

2/6/2014 01:13  
#0419590/67/22  
Receipt #: 388131

Thank You

DR

**ROTUNDA PARTNERS II LLC**  
300 FRANK H OGAWA PLAZA, SUITE 340  
OAKLAND, CA 94612

DATE:

AMOUNT

PAY: \*\*\*\*\* TWENTY THOUSAND AND 00/100 DOLLARS

03/03/2014

\$20,000.00\*\*

TO THE  
ORDER  
OF:

Oakland Redevelopment Successor Agency  
Oakland Redevelopment Successor  
250 Frank H Ogawa Plaza, Suite 340  
Oakland, CA 94612



AUTHORIZED SIGNATURE

MP

ROTUNDA PARTNERS II, LLC

1641

DATE:03/03/2014 CK#:1641 TOTAL:\$20,000.00\*\* BANK:rpboalck - RPI BOAL Checking  
PAYEE:Oakland Redevelopment Successor Agency(orsa)

Property Account	Invoice	Description	Amount
rpi 8518-0000	3/2014 Loan Interest	3/2014 Loan Interest	20,000.00
			20,000.00

REC'D MAR 04 2014

DEPT#: 999100  
999 - Misc GL - SRA  
2,666.67

CB: 3.9710.94800.44121.P131320.0000  
Description: ROTUNDA PARTNERS II  
LLC-LoanInterest pmt  
5,821.67

DEPT#: 999100  
999 - Misc GL - SRA  
5,821.67

CB: 3.9714.94800.44121.P131340.0000  
Description: ROTUNDA PARTNERS II  
LLC-LoanInterest pmt  
11,511.66

Subtotal: 20,000.00  
Total: 20,000.00

SRA Check 20,000.00  
Other: ROTUNDA PARTNERS II LLC  
Number: 1641

3/4/2014 02:38  
#0425687/67/22  
Receipt #: 393819

DR

Thank You

City of Oakland - CEDA  
250 Frank Ogawa Dr  
238-4774

**ROTUNDA PARTNERS II LLC**  
300 FRANK H OGAWA PLAZA, SUITE 340  
OAKLAND, CA 94612

BANK OF ALAMEDA  
155 GRAND AVE., STE. 100  
OAKLAND, CALIFORNIA 94612-3721

90-4266/1211

DATE:

AMOUNT

PAY: \*\*\*\*\* TWENTY THOUSAND AND 00/100 DOLLARS

04/01/2014

\$20,000.00\*\*

TO THE  
ORDER  
OF:

Oakland Redevelopment Successor Agency  
Oakland Redevelopment Successor Agency  
250 Frank H Ogawa Plaza, Suite 340  
Oakland, CA 94612

AUTHORIZED SIGNATURE

ROTUNDA PARTNERS II, LLC

1690

DATE:04/01/2014 CK#:1690 TOTAL:\$20,000.00\*\* BANK:rpboalck - RPI BOAL Checking  
PAYEE:Oakland Redevelopment Successor Agency(orsa)

Property Account	Invoice	Description	Amount
rpm 8518-0000	4/2014	Loan Interest Loan interest 4/2014	20,000.00
			20,000.00

REC'D APR 09 2014

City of Oakland - CEDA  
250 Frank Ogawa Dr 326  
238-4774

DEPT#: 999100  
999 - Misc GL - SRA  
2,666.67

CB: 3.9711.94800.44121.P131330.0000  
Description: ROTUNDA PARTNERS II  
LLC-LoanInterest pmt

DEPT#: 999100  
999 - Misc GL - SRA  
5,821.67

CB: 3.9710.94800.44121.P131320.0000  
Description: ROTUNDA PARTNERS II  
LLC-LoanInterest pmt

DEPT#: 999100  
999 - Misc GL - SRA  
11,511.66

CB: 3.9714.94800.44121.P131340.0000  
Description: ROTUNDA PARTNERS II  
LLC-LoanInterest pmt

SubTotal: 20,000.00  
Total: 20,000.00

SRA Check 20,000.00  
Other: ROTUNDA PARTNERS II LLC - NO.6  
Number: 1690

4/9/2014 03:06  
#0434479 /67/22  
Receipt #: 402058

DR

Thank You

ROTUNDA PARTNERS II LLC  
300 FRANK H. OGAWA PLAZA, SUITE 340  
OAKLAND, CA 94612

DATE:

AMOUNT

PAY: \*\*\*\*\* TWENTY THOUSAND AND 00/100 DOLLARS

05/05/2014

\$20,000.00\*\*

TO THE  
ORDER  
OF:

Oakland Redevelopment Successor Agency  
Oakland Redevelopment Successor Agency  
250 Frank H Ogawa Plaza, Suite 340  
Oakland, CA 94612



AUTHORIZED SIGNATURE

ROTUNDA PARTNERS II, LLC

1759

DATE: 05/05/2014 CK#: 1759 TOTAL: \$20,000.00\*\* BANK: rpboalck - RPI BOAL Checking  
PAYEE: Oakland Redevelopment Successor Agency (orsa)

Property Account	Invoice	Description	Amount
rpi 8518-0000	5/2014 Loan Interest	5/2014 Loan Interest	20,000.00
			20,000.00

REC'D MAY 06 2014

City of Oakland - CEDA  
250 Frank Ogawa Dr  
238-4774

DEPT#: 999100  
999 - Misc GL - SRA  
2,666.67

CB: 3.9711.94800.44121.P131330.0000  
Description: ROTUNDA PARTNERS II  
LLC-LoanInterest pmt 2,666.67

DEPT#: 999100  
999 - Misc GL - SRA  
5,821.67

CB: 3.9710.94800.44121.P131330.0000  
Description: ROTUNDA PARTNERS II  
LLC-LoanInterest pmt 5,821.67

DEPT#: 999100  
999 - Misc GL - SRA  
11,511.66

CB: 3.9714.94800.44121.P131340.0000  
Description: ROTUNDA PARTNERS II  
LLC-LoanInterest pmt 11,511.66

Subtotal: 20,000.00  
Total: 20,000.00

SRA Check 20,000.00  
Other: ROTUNDA PARTNERS II LLC  
Number: 1759

5/7/2014 11:21  
#0441088 /67/22  
Receipt #:

Thank You

408267

DR



**ROTUNDA PARTNERS II LLC**  
300 FRANK H OGAWA PLAZA, SUITE 340  
OAKLAND, CA 94612

**BANK OF ALAMEDA**  
155 GRAND AVE., STE. 100  
OAKLAND, CALIFORNIA 94612-3721

90-4266/1211

DATE:

AMOUNT

PAY: \*\*\* TWENTY THOUSAND AND 00/100 DOLLARS

06/16/2014

\$20,000.00\*\*

TO THE  
ORDER  
OF:

Oakland Redevelopment Successor Agency  
Attn: Jens Hillmer  
250 Frank H Ogawa Plz, Ste 5313  
Oakland, CA 94612



AUTHORIZED SIGNATURE

[Redacted line]

**ROTUNDA PARTNERS II, LLC**

**1829**

DATE:06/16/2014 CK#:1829 TOTAL:\$20,000.00\*\* BANK:rpboalck - RPI BOAL Checking  
PAYEE:Oakland Redevelopment Successor Agency(orsa)

Property Account	Invoice	Description	Amount
rp1 8518-0000	Loan Int 6/2/14	6/5/14 Loan Int / Re-Written	20,000.00
			<hr/> 20,000.00

90-4266/1211

## AMOUNT

\$20,000.00\*\*

Oakland Redevelopment Successor Agency  
Attn: Jens Hillmer  
250 Frank H Ogawa Plz, Ste 5313  
Oakland, CA 94612



AUTHORIZED SIGNATURE

1854

Property	Account	Invoice	Description	Amount
rpi	8518-0000	Loan Interest 7/14	7/5/14 Loan Interest	20,000.00
				<hr/> 20,000.00

CITY OF OAKLAND  
250 Frank Ogawa D2326  
238-4774

DEPT#: 999100  
999 - Misc GL - SRA  
11,511.66

CB: 3.9714.94800.44121.P131340.0000 11,511.66  
Description: ROTUNDA PARTNERS II LLC-  
LOAN INT PMT

SubTotal:	11,511.66
Total:	11,511.66

SRA Check 11,511.66  
Other : ROTUNDA PARTNERS II LLC  
Number : 1854

7/9/2014 03:24  
#0455742 /67/22  
Receipt "

KM

ROTUNDA PARTNERS II LLC  
300 FRANK H OGAWA PLAZA SUITE 340  
OAKLAND, CA 94612

BANK OF AMERICA  
1500 GRAND AVE, STE. 400  
OAKLAND, CALIFORNIA 94612-3721

90-4266/1211

DATE

AMOUNT

PAY: \*\*\*\* TWENTY THOUSAND AND 00/100 DOLLARS

08/04/2014

\$20,000.00\*\*

TO THE  
ORDER  
OF:

Oakland Redevelopment Successor Agency  
Attn: Jens Hiller  
250 Frank H Ogawa Plz, Ste 531  
Oakland, CA 94612

ROTUNDA PARTNERS II, LLC

1908

DATE: 08/04/2014 CK#: 1908 TOTAL: \$20,000.00\*\* BANK: rpbolck - RPI BOAL Checking  
PAYEE: Oakland Redevelopment Successor Agency (orsa)

Property Account	Invoice	Description	Amount
rpi 0518-0000	8/5/14	8/5/14 Loan Interest	20,000.00
			20,000.00

City of Oakland - CEDA  
250 Frank Ogawa D2326  
236-4774

DEPT#: 999100  
999 - Misc GL - SRA  
2,666.67

CB: 3.9711.94800.44121.P131330.0000  
Description: ROTUNDA PARTNERS II- INT  
PYMT JULY 2014

SubTotal: 2,666.67  
Total: 2,666.67

SRA Check 2,666.67  
Other : ROTUNDA PARTNERS II LLC  
Number : 1908

8/5/2014 09:49  
#0461960 /67/22  
Receipt #:

427549

Thank You

KM

City of Oakland - CEDA  
250 Frank Ogawa D2326  
236-4774

DEPT#: 999100  
999 - Misc GL - SRA  
5,821.67

CB: 3.9710.94800.44121.P131320.0000  
Description: ROTUNDA PARTNERS II- INT  
PYMT JULY 2014

SubTotal: 5,821.67  
Total: 5,821.67

SRA Check 5,821.67  
Other : ROTUNDA PARTNERS II LLC  
Number : 1908

Number : 1908

8/5/2014 09:50  
#0461961 /67/22  
Receipt #:

427550

Thank You

KM

**ROTUNDA PARTNERS II LLC**  
300 FRANK H OGAWA PLAZA, SUITE 340  
OAKLAND, CA 94612

BANK OF ALAMEDA  
155 GRAND AVE., STE. 100  
OAKLAND, CALIFORNIA 94612-3721

90-4266/1211

DATE:

AMOUNT

PAY: \*\*\*\*\* TWENTY THOUSAND AND 00/100 DOLLARS

09/08/2014

\$20,000.00\*\*

TO THE  
ORDER  
OF

Oakland Redevelopment Successor Agency  
Attn: Jens Hillmer  
250 Frank H Ogawa Plz, Ste 5313  
Oakland, CA 94612

AUTHORIZED SIGNATURE

ROTUNDA PARTNERS II, LLC

1948

DATE: 09/08/2014 CK#: 1948 TOTAL: \$20,000.00\*\* BANK: rpboalck - RPI BOAL Checking  
PAYEE: Oakland Redevelopment Successor Agency (orsa)

Property Account	Invoice	Description	Amount
rp1 8518-0000	9/5/14	9/5/14 Loan Interest	20,000.00

City of Oakland - CEDA  
250 Frank Ogawa D2326  
238-4774

20,000.00

DEPT#: 999100  
999 - Misc GL - SRA  
2,666.67

2,666.67

CB: 3.9711.94800.44121.P131330.0000  
Description: INT PMT ON LOAN TO ROTUNDA  
PRT II LLC

DEPT#: 999100  
999 - Misc GL - SRA  
5,821.67

5,821.67

CB: 3.9710.94800.44121.P131320.0000  
Description: INT PMT ON LOAN TO ROTUNDA  
PRT II LLC

DEPT#: 999100  
999 - Misc GL - SRA  
11,511.66

11,511.66

CB: 3.9714.94800.44121.P131340.0000  
Description: INT PMT ON LOAN TO ROTUNDA  
PRT II LLC

SubTotal: 20,000.00  
Total: 20,000.00

SRA Check 20,000.00  
Other : ROTUNDA PARTNERS II LLC  
Number : 1948

9/10/2014 12:15  
#0469815 /67/22  
Receipt #:

434832

Thank You

**ROTUNDA PARTNERS II LLC**  
300 FRANK H OGAWA PLAZA, SUITE 340  
OAKLAND, CA 94612

**BANK OF ALAMEDA**  
165 GRAND AVE., STE. 100  
OAKLAND, CALIFORNIA 94612-3721

90-4266/1211

DATE:

AMOUNT

PAY: \*\*\*\* TWENTY THOUSAND AND 00/100 DOLLARS

10/02/2014

\$20,000.00\*\*

TO THE  
ORDER  
OF

Oakland Redevelopment Successor Agency  
Attn: Jens Hillmer  
250 Frank H Ogawa Plz Ste 5313  
Oakland, CA 94612



*[Handwritten Signature]*

AUTHORIZED SIGNATURE

**ROTUNDA PARTNERS II, LLC**

**1983**

DATE: 10/02/2014 CK#: 1983 TOTAL: \$20,000.00\*\* BANK: rpboalck - RPI BOAL Checking  
PAYEE: Oakland Redevelopment Successor Agency(orsa)

Property Account	Invoice	Description	Amount
rpi 8518-0000	10/5/14 Loan Int	10/5/14 Loan Interest	20,000.00
			<hr/> 20,000.00

*SRA:*

3.9711.94800.44121.P131330.0000	\$2,666.67
9710. P131320	\$5,821.67
9714. P131340	\$11,511.66

City of Oakland - CEDA  
250 Frank Ogawa D2326  
238-4774

DEPT#: 999100  
999 - Misc GL - SRA  
2,666.67

CB: 3.9711.94800.44121.P131330.0000  
Description: LOAN INTEREST PMT  
2,666.67

DEPT#: 999100  
999 - Misc GL - SRA  
5,821.67

CB: 3.9710.94800.44121.P131320.0000  
Description: LOAN INTEREST PMT  
5,821.67

DEPT#: 999100  
999 - Misc GL - SRA  
11,511.66

CB: 3.9714.94800.44121.P131340.0000  
Description: LOAN INTEREST PMT  
11,511.66

SubTotal: 20,000.00  
Total: 20,000.00

SRA Check 20,000.00  
Other: ROTUNDA PARTNERS II LLC  
Number: 1983

10/10/2014 02:59  
#0476969 /67/22  
Receipt #:

441458

Thank You

**ROTUNDA PARTNERS II LLC**  
300 FRANK H OGAWA PLAZA, SUITE 340  
OAKLAND, CA 94612

DATE:

AMOUNT

PAY: \*\*\*\* TWENTY THOUSAND AND 00/100 DOLLARS

11/05/2014

\$20,000.00\*\*

TO THE  
ORDER  
OF

Oakland Redevelopment Successor Agency  
Attn: Jens Hillmer  
250 Frank H Ogawa Plz, Ste 5313  
Oakland, CA 94612



AUTHORIZED SIGNATURE

RECEIVED

Details on Back  
Security Features Included

ROTUNDA PARTNERS II, LLC

2051

DATE:11/05/2014 CK#:2051 TOTAL:\$20,000.00\*\* BANK:rpboalck - RPI BOAL Checking  
PAYEE:Oakland Redevelopment Successor Agency(orsa)

Property Account	Invoice	Description	Amount
rpi 8518-0000	11/5/14 Loan Interes	11/5/14 Loan Interest	20,000.00
			20,000.00

City of Oakland - CEDA  
250 Frank Ogawa 02326  
238-4774

DEPT#: 999100  
999 - Misc GL - SRA  
2,666.67  
CB: 3.9711.94800.44121.P131330.0000  
Description: LOAN INTEREST PMT  
DEPT#: 999100  
999 - Misc GL - SRA  
5,821.67  
CB: 3.9710.94800.44121.P131320.0000  
Description: LOAN INTEREST PMT  
DEPT#: 999100  
999 - Misc GL - SRA  
11,511.66  
CB: 3.9714.94800.44121.P131340.0000  
Description: LOAN INTEREST PMT

SubTotal: 20,000.00  
Total: 20,000.00  
SRA Check 20,000.00  
Other: ROTUNDA PARTNERS II LLC  
Number: 2051

11/7/2014 10:13  
#0483512 /67/22  
Receipt #: 447516

Thank You



**ROTUNDA PARTNERS II LLC**  
300 FRANK H OGAWA PLAZA, SUITE 340  
OAKLAND, CA 94612

**BANK OF ALAMEDA**  
165 GRAND AVE., STE. 100  
OAKLAND, CALIFORNIA 94612-3721

00 4266/1211

DATE:

AMOUNT

PAY: \*\*\*\* TWENTY THOUSAND AND 00/100 DOLLARS

12/02/2014

\$20,000.00\*\*

TO THE  
ORDER  
OF

Oakland Redevelopment Successor Agency  
Attn: Jens Hillmer  
250 Frank H Ogawa Plz, Ste 5313  
Oakland, CA 94612



AUTHORIZED SIGNATURE

**ROTUNDA PARTNERS II, LLC**

**2092**

DATE:12/02/2014 CK#:2092 TOTAL:\$20,000.00\*\* BANK:rpboalck - RPI BOAL Checking  
PAYEE:Oakland Redevelopment Successor Agency(orsa)

Property Account	Invoice	Description	Amount
rpi 8518-0000	12/5/14 Loan Interes	12/5/14 Loan Interest	20,000.00
			20,000.00

City of Oakland - CEDA  
250 Frank Ogawa  
238-4774

DEPT#: 999100

999 - Misc GL - SRA  
2,666.67

CB: 3.9711.94800.44121.P131330.0000  
Description: ROTUNDA LOAN INTEREST PMT  
2,666.67

DEPT#: 999100

999 - Misc GL - SRA  
5,821.67

CB: 3.9710.94800.44121.P131320.0000  
Description: ROTUNDA LOAN INTEREST PMT  
5,821.67

DEPT#: 999100

999 - Misc GL - SRA  
11,511.66

CB: 3.9714.94800.44121.P131340.0000  
Description: ROTUNDA LOAN INTEREST PMT  
11,511.66

SubTotal:

20,000.00  
Total: 20,000.00

SRA Check

Other : ROTUNDA PARTNERS II LLC  
Number : 2092

12/4/2014 10:12

#0488989 /67/22

Receipt #:

452557

Thank You

**ROTUNDA PARTNERS II LLC**  
300 FRANK H OGAWA PLAZA SUITE 340  
OAKLAND, CA 94612

**BANK OF ALAMEDA**  
185 GRAND AVE., STE. 100  
OAKLAND, CALIFORNIA 94612-3721

80-4268/1211

DATE

AMOUNT

PAY \*\*\* TWENTY THOUSAND AND 00/100 DOLLARS

12/23/2014

\$20,000.00\*\*

TO THE  
ORDER  
OF

Oakland Redevelopment Successor Agency  
Attn: Jens Hillmer  
250 Frank H Ogawa Plz, Ste 5313  
Oakland, CA 94612



AUTHORIZED SIGNATURE

HEAT SENSITIVE

**ROTUNDA PARTNERS II, LLC**

**2179**

DATE:12/23/2014 CK#:2179 TOTAL:\$20,000.00\*\* BANK:rpboalck - RPI BOAL Checking  
PAYER:Oakland Redevelopment Successor Agency(orsa)

Property Account	Invoice	Description	Amount
rpi 8518-0000	1/5/15 Loan Int	1/5/15 Loan Interest	20,000.00
			<hr/> 20,000.00

City of Oakland - CEDA  
250 Frank Ogawa D2326  
238-4774

DEPT#: 999100

999 - Misc GL - SRA  
2,666.67

CB: 3.9711.94800.44121.P131330.0000  
Description: LOAN REPAYMENT  
2,666.67

DEPT#: 999100

999 - Misc GL - SRA  
5,821.67

CB: 3.9710.94800.44121.P131320.0000  
Description: LOAN REPAYMENT  
5,821.67

DEPT#: 999100

999 - Misc GL - SRA  
11,511.66

CB: 3.9714.94800.44121.P131340.0000  
Description: LOAN REPAYMENT  
11,511.66

SubTotal:

20,000.00

Total:

20,000.00

SRA Check

20,000.00

Other : ROTUNDA PARTNERS II LLC  
Number : 2179

1/6/2015 09:57

#0495190 /67/22

Receipt #:

458281

Thank You



ROTUNDA PARTNERS II, LLC  
300 FRANK H OGAWA PLAZA, SUITE 340  
OAKLAND, CA 94612

UNITED LABOR BANK  
OAKLAND BR 06  
100 HEGENBERGER RD #110  
OAKLAND, CA 94621

11-7082/3210

DATE

AMOUNT

PAY: \*\*\*\*\* TWENTY THOUSAND AND 00/100 DOLLARS

02/03/2015

\$20,000.00\*\*

TO THE  
ORDER  
OF:

Oakland Redevelopment Successor Agency  
Attn: Jens Hillmer  
250 Frank H Ogawa Plz, Ste 5313  
Oakland, CA 94612

AUTHORIZED SIGNATURE

ROTUNDA PARTNERS II, LLC

129

DATE: 02/03/2015 CK#: 129 TOTAL: \$20,000.00\*\* BANK: rpulbckg - Rotunda Partners - ULB Chking  
PAYEE: Oakland Redevelopment Successor Agency(orsa)

Property Account	Invoice	Description	Amount
rpm 8518-0000	2/5/15 Loan Int	2/5/15 Loan Interest	20,000.00
			20,000.00

City of Oakland - CEDA  
250 Frank Ogawa D2326  
238-4774

DEPT#: 999100  
999 - Misc GL - SRA  
2,666.67

2,666.67

CB: 3.9711.94800.44121.P131330.0000  
Description: LOAN INTEREST PMT

DEPT#: 999100  
999 - Misc GL - SRA  
5,821.67

5,821.67

CB: 3.9710.94800.44121.P131320.0000  
Description: LOAN INTEREST PMT

DEPT#: 999100  
999 - Misc GL - SRA  
11,511.66

11,511.66

CB: 3.9714.94800.44121.P131340.0000  
Description: LOAN INTEREST PMT

SubTotal: 20,000.00  
Total: 20,000.00

SRA Check 20,000.00  
Other : ROTUNDA PARTNERS II LLC  
Number : 129

2/10/2015 11:51  
#0504752 /67/22  
Receipt #:

467207

Thank You

ROTUNDA PARTNERS II, LLC  
300 FRANK H OGAWA PLAZA, SUITE 340  
OAKLAND, CA 94612

UNITED LABOR BANK  
OAKLAND BR 06  
100 HEBENBERGER RD #110  
OAKLAND, CA 94621

11-7082/3210

DATE

AMOUNT

PAY: \*\*\*\* TWENTY THOUSAND AND 00/100 DOLLARS

03/04/2015

\$20,000.00\*\*

TO THE ORDER OF: Oakland Redevelopment Successor Agency  
Attn: Jens Hillmer  
250 Frank H Ogawa Plz, Ste 5313  
Oakland, CA 94612

  
AUTHORIZED SIGNATURE

ROTUNDA PARTNERS II, LLC

172

DATE: 03/04/2015 CK#: 172 TOTAL: \$20,000.00\*\* BANK: rpulbckg - Rotunda Partners - ULB Chking  
PAYEE: Oakland Redevelopment Successor Agency (orsa)

Property Account	Invoice	Description	Amount
rpi 8518-0000	3/5/15 Loan Interest	3/5/15 Loan Interest	20,000.00
			20,000.00

City of Oakland - CEDA  
250 Frank Ogawa D2326  
238-4774

DEPT#: 999100

999 - Misc GL - SRA  
2,666.67

2,666.67

CB: 3.9711.94800.44121.P131330.0000  
Description: LOAN REPAYMENT INT

DEPT#: 999100

999 - Misc GL - SRA  
5,821.67

5,821.67

CB: 3.9710.94800.44121.P131320.0000  
Description: LOAN REPAYMENT INT

DEPT#: 999100

999 - Misc GL - SRA  
11,511.66

11,511.66

CB: 3.9714.94800.44121.P131340.0000  
Description: LOAN REPAYMENT INT

SubTotal:

20,000.00

Total:

20,000.00

SRA Check

20,000.00

Other : ROTUNDA PARTNERS II LLC

Number : 172

3/12/2015 15:08

#0512782 /67/22

Receipt #:

474497

Thank You

ROTUNDA PARTNERS II, LLC  
300 FRANK H OGAWA PLAZA, SUITE 340  
OAKLAND, CA 94612

UNITED LABOR BANK  
OAKLAND BR 06  
100 HEGENBERGER RD #110  
OAKLAND, CA 94621

11-7082/3210

DATE

AMOUNT

PAY: \*\*\*\* TWENTY THOUSAND AND 00/100 DOLLARS

04/08/2015

\$20,000.00\*\*

TO THE  
ORDER  
OF:

Oakland Redevelopment Successor Agency  
Attn: Jens Hillmer  
250 Frank H Ogawa Plz, Ste 5313  
Oakland, CA 94612

AUTHORIZED SIGNATURE

ROTUNDA PARTNERS II, LLC

275

DATE: 04/08/2015 CK#: 275 TOTAL: \$20,000.00\*\* BANK: rpulbckg - Rotunda Partners - ULB Chking  
PAYEE: Oakland Redevelopment Successor Agency(orsa)

Property Account	Invoice	Description	Amount
rpm 8518-0000	4/5/15 Loan Interest	4/5/15 Loan Interest	20,000.00

3.9711.94800.44121.P131330.0000	\$2666.67
3.9710.94800.44121.P131320.0000	\$5821.67
3.9714.94800.44121.P131340.0000	\$11511.66

City of Oakland - CEDA  
250 Frank Ogawa  
238-4774

DEPT#: 999100  
999 - Misc GL - SRA  
2,666.67

CB: 3.9711.94800.44121.P131330.0000  
Description: LOAN INTEREST  
2,666.67

DEPT#: 999100  
999 - Misc GL - SRA  
5,821.67

CB: 3.9710.94800.44121.P131320.0000  
Description: LOAN INTEREST  
5,821.67

DEPT#: 999100  
999 - Misc GL - SRA  
11,511.66

CB: 3.9714.94800.44121.P131340.0000  
Description: LOAN INTEREST  
11,511.66

SubTotal: 20,000.00  
Total: 20,000.00

SRA Check  
Other: ROTUNDA PARTNERS II LLC  
Number: 275

4/9/2015 12:33  
#0520127 /67/22  
Receipt #: 481211

Thank You

ROTUNDA PARTNERS II, LLC  
300 FRANK H OGAWA PLAZA, SUITE 340  
OAKLAND, CA 94612

UNITED LABOR BANK  
OAKLAND BR 06  
100 HEGENBERGER RD #110  
OAKLAND, CA 94621

11-7082/3210

DATE

AMOUNT

PAY: \*\*\*\*\* TWENTY THOUSAND AND 00/100 DOLLARS

05/04/2015

\$20,000.00\*\*

TO THE  
ORDER  
OF

Oakland Redevelopment Successor Agency  
Attn: Jens Hillmer  
250 Frank H Ogawa Plz, Ste 5313  
Oakland, CA 94612

AUTHORIZED SIGNATURE

City of Oakland - CEDA  
250 Frank Ogawa D2326  
238-4774

DEPT#: 999100  
999 - Misc GL - SRA  
2,666.67

CB: 3.9711.94800.44121.P131330.0000  
Description: LOAN INTEREST

DEPT#: 999100  
999 - Misc GL - SRA  
5,821.67

CB: 3.9710.94800.44121.P131320.0000  
Description: LOAN INTEREST

DEPT#: 999100  
999 - Misc GL - SRA  
11,511.66

CB: 3.9714.94800.44121.P131340.0000  
Description: LOAN INTEREST

SubTotal: 20,000.00  
Total: 20,000.00

SRA Check 20,000.00  
Other: ROTUNDA PARTNERS II LLC  
Number: 338

5/6/2015 16:10  
#0526968 /67/22  
Receipt #: 487387

Thank You

ROTUNDA PARTNERS II, LLC  
300 FRANK H OGAWA PLAZA, SUITE 340  
OAKLAND, CA 94612

UNITED LABOR BANK  
OAKLAND BR 06  
100 HEGENBERGER RD #110  
OAKLAND, CA 94621

11-7082/3210

DATE

AMOUNT

PAY: \*\*\*\* TWENTY THOUSAND AND 00/100 DOLLARS

06/02/2015

\$20,000.00\*\*

TO THE ORDER OF: Oakland Redevelopment Successor Agency  
Attn: Jens Hillmer  
250 Frank H Ogawa Plz, Ste 5313  
Oakland, CA 94612

AUTHORIZED SIGNATURE

ROTUNDA PARTNERS II, LLC

407

DATE:06/02/2015 CK#:407 TOTAL:\$20,000.00\*\* BANK:rpulbckg - Rotunda Partners - ULB Chking  
PAYEE:Oakland Redevelopment Successor Agency(orsa)

Property Account	Invoice	Description	Amount
rpi 8518-0000	6/5/15 Loan Interest	6/5/15 Loan Interest	20,000.00
			20,000.00

City of Oakland - CEDA  
250 Frank Ogawa D2326  
238-4774

DEPT#: 999100  
999 - Misc GL - SRA  
2,666.67

CB: 3,9711.94800.44121.P131330.0000  
Description: INTEREST PMT

DEPT#: 999100  
999 - Misc GL - SRA  
5,821.67

CB: 3,9710.94800.44121.P131320.0000  
Description: INTEREST PMT

DEPT#: 999100  
999 - Misc GL - SRA  
11,511.66

CB: 3,9714.94800.44121.P131340.0000  
Description: INTEREST PMT

SubTotal: 20,000.00  
Total: 20,000.00  
SRA Check 20,000.00  
Other : LOAN REPAYMENT #21  
Number : 407

6/11/2015 16:12  
#0535414 /67/22  
Receipt #:

494947

Thank You

DATE: 07/09/2015 CK#: 509 TOTAL: \$20,000.00\*\* BANK: rpulbckg - Rotunda Partners - ULB Chking  
 PAYEE: Oakland Redevelopment Successor Agency (orsa)

Property Account	Invoice	Description	Amount
rpm 8518-0000	7/5/15	7/5/15 Loan Interest	20,000.00
			20,000.00

ROTUNDA PARTNERS II, LLC  
 300 FRANK H. OGAWA PLAZA, SUITE 340  
 OAKLAND, CA 94612

UNITED LABOR BANK  
 OAKLAND BR 06  
 100 HEGENBERGER RD #110  
 OAKLAND, CA 94621

11-7082/3210

DATE

AMOUNT

PAY: \*\*\*\* TWENTY THOUSAND AND 00/100 DOLLARS

07/09/2015

\$20,000.00\*\*

TO THE ORDER OF: Oakland Redevelopment Successor Agency  
 Attn: Jens Hillmer  
 250 Frank H Ogawa Plz, Ste 5313  
 Oakland, CA 94612

AUTHORIZED SIGNATURE

City of Oakland - CEDA  
 250 Frank Ogawa Dr 2326  
 238-4774

DEPT#: 999100  
 999 - Misc GL - SRA  
 2,666.67

CB: 3.9711.94800.44121.P131330.0000  
 Description: INTEREST PMT

DEPT#: 999100  
 999 - Misc GL - SRA  
 5,821.67

CB: 3.9710.94800.44121.P131320.0000  
 Description: INTEREST PMT

DEPT#: 999100  
 999 - Misc GL - SRA  
 11,511.66

CB: 3.9714.94800.44121.P131340.0000  
 Description: INTEREST PMT

Subtotal: 20,000.00  
 Total: 20,000.00

SRA Check  
 Other: ROTUNDA PARTNERS II, LLC  
 Number: 509

7/21/2015 16:01  
 #0544755/67/22  
 Receipt #: 503304

Thank You

ROTUNDA PARTNERS II, LLC  
300 FRANK H OGAWA PLAZA, SUITE 340  
OAKLAND, CA 94612

UNITED BUSINESS BANK  
OAKLAND BR 06  
100 HEGENBERGER RD #110  
OAKLAND, CA 94621

11-7082/3210

DATE

AMOUNT

PAY: \*\*\*\* TWENTY THOUSAND AND 00/100 DOLLARS

09/08/2016

\$20,000.00\*\*

TO THE ORDER OF: Oakland Redevelopment Successor Agency  
Attn: Jens Hillmer  
250 Frank H Ogawa Plz, Ste 5313  
Oakland, CA 94612

AUTHORIZED SIGNATURE

ROTUNDA PARTNERS II, LLC

1356

DATE:09/08/2016 CK#:1356 TOTAL:\$20,000.00\*\* BANK:rpulbckg - Rotunda Partners - ULB Chking  
PAYEE:Oakland Redevelopment Successor Agency(orsa)

Property Account	Invoice	Description	Amount
rpi 8518-0000	Add'l Interest 2016	Add'l 2016 Interest	20,000.00
			<hr/> 20,000.00

ROTUNDA PARTNERS II, LLC  
300 FRANK H OGAWA PLAZA, SUITE 340  
OAKLAND, CA 94612

UNITED BUSINESS BANK  
OAKLAND BR 06  
100 HEGENBERGER RD #110  
OAKLAND, CA 94621

11-7082/3210

DATE

AMOUNT

PAY:

\*\*\*\* THIRTEEN THOUSAND THREE HUNDRED THIRTY THREE AND 00/100 DOLLARS

09/01/2015

\$13,333.00\*\*

TO THE  
ORDER  
OF:

Oakland Redevelopment Successor Agency  
Attn: Jens Hillmer  
250 Frank H Ogawa Plz, Ste 5313  
Oakland, CA 94612

AUTHORIZED SIGNATURE

ROTUNDA PARTNERS II, LLC

623

DATE:09/01/2015 CK#:623 TOTAL:\$13,333.00\*\* BANK:rpulbckg - Rotunda Partners - ULB Chking  
PAYEE:Oakland Redevelopment Successor Agency(orsa)

Property Account	Invoice	Description	Amount
rpi 8518-0000	9/2015	Loan Interest Prorated Loan Int Thru 8/20/15	13,333.00
			13,333.00

City of Oakland - CEDA  
250 Frank Ogawa D2326  
238-4774

DEPT#: 999100	
999 - Misc GL - SRA	1,777.74
CB: 3.9711.94800.44121.P131330.0000	
Description: LOAN INTEREST REPAYMENT	
DEPT#: 999100	
999 - Misc GL - SRA	3,881.02
CB: 3.9710.94800.44121.P131320.0000	
Description: LOAN INTEREST PAYMENT	
DEPT#: 999100	
999 - Misc GL - SRA	7,674.25
CB: 3.9714.94800.44121.P131340.0000	
Description: LOAN INTEREST PAYMENT	
DEPT#: 999100	
999 - Misc GL - SRA	
** VOID **	
DEPT#: 999100	
999 - Misc GL - SRA	-3,881.02
CB: 3.9710.94800.44121.P131320.0000	
Description: LOAN INTEREST PAYMENT	

SubTotal:	13,333.00
Total:	13,333.00
SRA Check	13,333.00
Other : ROTUNDA PARTNERS II LLC	
Number : 623	

9/4/2015 15:29  
#0556031 /67/22  
Receipt #: 513430

Thank You



ROTUNDA PARTNERS II, LLC  
300 FRANK H OGAWA PLAZA, SUITE 340  
OAKLAND, CA 94612

UNITED BUSINESS BANK  
OAKLAND BR 06  
100 HEGENBERGER RD #110  
OAKLAND, CA 94621

11-7082/3210

DATE

AMOUNT

PAY: \*\*\*\*\* SIX THOUSAND SIX HUNDRED SIXTY SEVEN AND 00/100 DOLLARS

08/29/2016

\$6,667.00\*\*\*

TO THE  
ORDER  
OF:

Oakland Redevelopment Successor Agency  
Attn: Jens Hillmer  
250 Frank H Ogawa Plz, Ste 5313  
Oakland, CA 94612

AUTHORIZED SIGNATURE

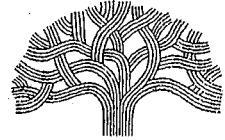
ROTUNDA PARTNERS II, LLC

1335

DATE:08/29/2016 CK#:1299 TOTAL:\$6,667.00\*\*\* BANK:rpulbckg - Rotunda Partners - ULB Chking  
PAYEE:Oakland Redevelopment Successor Agency(orsa)

Property Account	Invoice	Description	Amount
rp1 8518-0000	9/1/16	Loan Interest 8/21-8/31/16 Prorated Interest	6,667.00
			<hr/> 6,667.00

# CITY OF OAKLAND



CITY HALL • 1 FRANK H. OGAWA PLAZA • OAKLAND, CALIFORNIA 94612

Office of the City Administrator  
Sabrina B. Landreth  
City Administrator

(510) 238-3302  
FAX (510) 238-2223  
TDD (510) 238-2007

August 12, 2015

Harold P. Smith  
Smith LLP  
469 Ninth Street, Suite 240  
Oakland, CA 94607

Re: Rotunda Building Loan Payoff

Dear Mr. Smith:

We write in response to your letter dated March 11, 2015 and subsequently-submitted draft Complaint for Reformation of Contract ("Draft Complaint") regarding that certain Promissory Note Secured by Deed of Trust dated October 20, 1999 ("Note") executed by your client, Rotunda Partners II ("Rotunda Partners") in favor of the Redevelopment Agency of the City of Oakland ("Redevelopment Agency"), predecessor in interest to the Oakland Redevelopment Successor Agency ("Successor Agency"). The Note is attached to this letter as Exhibit A. This letter is provided for settlement purposes only and solely for the purpose of compromising and settling matters in dispute. Neither this letter nor any action taken pursuant to this letter shall constitute any admission of any wrongdoing, fault, violation of law, or liability of any kind by the Redevelopment Agency, the Successor Agency or the City of Oakland.

In your letter and Draft Complaint you have argued that the language of the Note does not accurately reflect what your client asserts was the mutual intent of the parties that the Redevelopment Agency's loan be interest free for the first fifteen (15) years following execution of the Note, with interest payable at three percent (3%) for the subsequent five years, and the outstanding balance to be paid in full twenty (20) years following the execution date of the Note.

Specifically, as you have explained, Section 2 of the Note provides as follows: "Interest on the principal balance of this Note from time to time outstanding shall be computed at the rate of three percent (3%) per annum commencing on the earlier of (a) the first day of the fifteenth (15th) Note Year . . . ." The Note defines "Note Years" as "consecutive periods of twelve (12) full months each, the first (1st) Note Year commencing on the date of this Note." This Note's somewhat complicated language has the effect of providing for the Redevelopment Agency's loan to be interest free only for the first fourteen (14) years following execution of the Note, with interest payable at three percent (3%) for the remaining six years of the Loan term.

1656891.5



After reviewing your letter and Draft Complaint and supporting documentation, as well as undertaking our own internal review of relevant documentary evidence and conducting interviews with staff who worked on the project at the time of negotiation of the original DDA, we have concluded that your description of the mutual intent of the parties regarding payment of interest is a reasonable one and that the language of the Note may inaccurately describe the parties' mutual intentions regarding payment of interest on the Redevelopment Agency Loan.

Had the Note accurately reflected the parties' intentions, as you describe it, Section 2 would have provided as follows ("Intended Payment Language"): "Interest on the principal balance of this Note from time to time outstanding shall be computed at the rate of three percent (3%) per annum commencing on the earlier of (a) the first day of the sixteenth (16<sup>th</sup>) Note Year . . . ."

Consistent with the actual language of the Note, however, Rotunda Partners commenced making interest payments to the Successor Agency in November 2013 for interest that, under the language of the Note, began to accrue on October 21<sup>st</sup>, 2013. Under the Intended Payment Language, Rotunda Partners would not have been obligated to make its first interest payment to the Successor Agency until November 2014 for interest that began to accrue on October 21<sup>st</sup>, 2014 ("Intended Interest Accrual Start Date"). Consequently, Rotunda Partners made Two Hundred Forty Thousand Dollars (\$240,000) in interest payments prior to the Intended Payment Start Date ("Early Interest Payments").

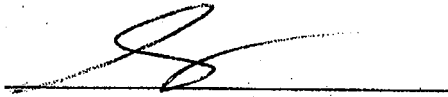
To resolve any outstanding ambiguity related to the mutual intention of the parties and fully resolve any claims Rotunda Partners may have against the Redevelopment Agency, the Successor Agency or the City arising from interest payments paid by Rotunda Partners and collected by the Successor Agency prior to the Intended Payment Start Date, the Successor Agency proposes the following ("Successor Agency Proposal"):

1. Rotunda Partners will make interest payments under the Note, and the Successor Agency will collect and credit such payments, based on the Intended Payment Language included in this letter rather than the interest payment language included in the Note.
2. The Successor Agency will credit Rotunda Partners for the Early Interest Payments made by Rotunda Partners for interest accrued prior to the Intended Interest Accrual Start Date, such that no interest on the Note shall accrue from August 21, 2015 through August 20, 2016. On September 1, 2015, Rotunda Partners shall make a payment to the Successor Agency in the amount of Thirteen Thousand Three Hundred Thirty Three and 0/100 Dollars (\$13,333.00) in satisfaction of its obligation to pay the Successor Agency interest accrued through August 20, 2015. On September 1, 2016, Rotunda Partners shall make a payment to the Successor Agency in the amount of Six Thousand Six Hundred Sixty Seven and 01/100 Dollars (\$6,667.00) in satisfaction of its obligation to pay the Successor Agency interest accrued between August 21, 2016 and August 31, 2016. Continuing on the first day of each succeeding month, Rotunda Partners shall make payments to the Successor Agency of accrued interest, in arrears, as provided in Section 3(a) of the Note.

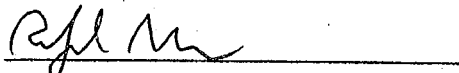
3. Rotunda Partners will waive and release the Redevelopment Agency, the Successor Agency and the City from any and all claims arising from interest payments paid by Rotunda Partners and collected by the Successor Agency prior to the Intended Payment Start Date.

If the above-described proposal is a satisfactory resolution, please execute the Agreement and Waiver of Claims below and return to Jens Hillmer at Economic & Workforce Development Department, Project Implementation Division, City of Oakland, 250 Frank H. Ogawa Plaza, Ste. 5313, Oakland, CA 94612 prior to August 21, 2015.

Sincerely,



Sabrina Landreth  
City Administrator



Rafael Mandelman  
Deputy City Attorney

Agreement and Waiver of Claims

Rotunda Partners agrees to the Successor Agency Proposal set forth above and waives and releases the Redevelopment Agency, the Successor Agency and the City and their elected officials, officers, agents, employees and contractors from any and all manner of liabilities, obligations, orders, claims, demands, causes of action, damages, fines, penalties or loss or other compensation whatsoever, in law or equity, of whatever kind or nature, whether known or unknown, direct or indirect, foreseeable or unforeseeable, absolute or contingent, now existing or which may in the future arise, including special and consequential damages, arising out of, directly or indirectly, or in any way connected with the interest payments paid by Rotunda Partners and collected by the Successor Agency prior to the Intended Payment Start Date ("Claims"). By releasing and forever discharging the Claims, Rotunda Partners expressly waives any rights under California Civil Code Section 1542, which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Rotunda Partners II, a California limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit A

**Promissory Note Secured by Deed of Trust**

**PROMISSORY NOTE SECURED BY DEED OF TRUST**  
**(Due on Sale; Balloon Payment)**

\$12,000,000

Oakland, California  
October 20, 1999

1. **Principal.** FOR VALUE RECEIVED, ROTUNDA PARTNERS II, LLC, a California limited liability company ("Maker"), promises to pay to the order of THE REDEVELOPMENT AGENCY OF THE CITY OF OAKLAND, a public body, corporate and politic ("Payee"), at the address designated in Section 15, or at such other place as may be designated from time to time by the holder of this Note, and without set-off or counterclaim, the principal sum of TWELVE MILLION DOLLARS (\$12,000,000), or so much principal as may be advanced by Payee under that certain Disposition and Development Agreement between and Maker and Payee's predecessor in interest, Rotunda Partners I, a California general partnership, dated June 29, 1998, as amended by First Amendment dated January 29, 1999, and by Second Amendment dated July 14, 1999, together with interest thereon and on any unpaid interest, in accordance with the terms of this Note.

2. **Interest Rate.** Interest on the principal balance of this Note from time to time outstanding shall be computed at the rate of three percent (3%) per annum commencing on the earlier of (a) the first day of the fifteenth (15<sup>th</sup>) Note Year (as defined in the following paragraph of this Section), or (b) the date Maker first receives proceeds of refinancing pursuant to Section 5(d).

For purposes of this Note, "Note Years" shall be consecutive periods of twelve (12) full months each, the first (1st) Note Year commencing on the date of this Note. Should interest not be paid when due hereunder, it shall bear interest at the same rate as the principal. Interest on this Note shall be computed on the basis of a three hundred sixty (360)-day year and a thirty (30)-day month, based on the actual number of days elapsed.

3. **Payments.** Principal and interest and other sums due under this Note are payable as provided in this Section:

(a) **Interest Only.** Commencing on the first day of the month following the month in which interest begins to accrue on principal pursuant to Section 2, and continuing on the first day of each succeeding months, Maker shall make payments of accrued interest only, in arrears.

(b) **Payment of Principal; Balloon Payment.** On the date twenty (20) years following the date of this Note (the "Maturity Date"), the entire unpaid principal balance, all accrued interest, and all other sums due hereunder shall be due and payable in full.

(c) **Prepayment of Principal.** Maker may prepay all or any portion of the principal at any time without penalty.

(d) **Order of Crediting Payments.** All payments, regardless of characterization by Maker before, at or after tender to Payee, shall be credited as follows unless otherwise designated by Payee, in its discretion: (i) first, to the payment of any and all collection costs as set forth in Section 10; (ii) second, to the payment of any and all late charges as set forth in Section 4; (iii) third, to the payment of all other amounts owing under the Deed of Trust other than interest and principal; (iv) fourth, to the payment of any accrued and unpaid Contingent Payment (as defined in Section 5); (v) fifth, to the payment of accrued and unpaid interest; and (vi) sixth, to the payment of principal.

4. **Late Charge; Default Interest Rate.** If any payment is not received by Payee within ten (10) days after its due date, or if the due date is not a business day, if any payment is not received by Payee on the next succeeding business day after such ten (10) day period, Maker shall pay to Payee a late charge of ten percent (10%) of such payment, which late charge shall be immediately due and payable without demand or notice by Payee. In addition, at Payee's option in its sole discretion, all amounts owing to Payee under this Note and the Loan Documents (as defined in Section 6) shall bear interest at the Default Interest Rate (as defined in the following paragraph) if any payment is not received by Payee within thirty (30) days after its due date, or if the due date is not a business day, if any payment is not received by Payee on the next succeeding business day after such thirty (30) day period, or if any other Event of Default occurs hereunder or under any of the other Loan Documents. The Default Interest Rate shall apply until the delinquent payment, together with all interest at the Default Interest Rate and all late charges thereon, have been received by Payee or such other Event of Default has been fully cured. Maker acknowledges that late payment of any payment or the occurrence of an Event of Default will cause Payee to incur costs which would be costly or inconvenient to establish. Maker and Payee agree that it would be impractical or extremely difficult to fix Payee's actual damages if any payment is not paid when due or an Event of Default occurs, and such late charge and Default Interest Rate represent a reasonable sum considering all of the circumstances and represent a fair and reasonable estimate of the costs that Payee will incur by reason of late payment or default. Acceptance of such late charge and interest at the Default Interest Rate shall not limit Payee's right to compel performance of any obligation or to exercise any of its rights or remedies under the Loan Documents.

"Default Interest Rate" is eight percent (8%) per annum.

5. **Contingent Payment.**

(a) **Agreement to Pay.** In addition to and not in substitution for principal or interest payable pursuant to Section 3, Maker shall also pay to the holder hereof an amount equal to the Contingent Payment (as defined in Section 5(c)), and payment(s) pursuant to Section 5(d), all in accordance with the provisions of this Section 5.

(b) **Time for Payment.** In addition to any Contingent Payment payable at any earlier date in connection with a refinancing pursuant to Section 5(d), the Contingent Payment shall be paid to the holder hereof upon the first bona fide sale of the Property (as "Property" is defined in Section 6) to occur following the date hereof, whether such a sale occurs before or after the Maturity Date of this Note. For purposes of this Note, a "bona fide sale" shall



mean any sale, conveyance, transfer or exchange of the Property for its then fair market value. For purposes of this Note, "fair market value" shall mean the price that a willing buyer would pay, and that a willing seller would accept, for the Property in an open market, arm's length transaction, with both buyer and seller having full and equal access to information regarding the Property, and with neither Buyer nor Seller acting under any duress or compulsion to buy or sell the Property, as the case may be. Should any Contingent Payment not be paid when due hereunder, it shall thereafter bear interest until paid at the Default Interest Rate.

The phrase "bona fide sale of the Property" shall also include a bona fide sale of all or substantially all of the ownership interest of Maker (e.g., sale of partnership interest, stock, or other form of ownership) to a third party where the purpose of the sale is to indirectly transfer the Property to such third party.

(c) **Contingent Payment Defined.** Contingent Payment means one half (1/2) of the excess, if any, of (i) the net proceeds from a bona fide sale of the Property (including all tangible and intangible personal property sold therewith) over (ii) Thirty Eight Million Dollars (\$38,000,000). For purposes of this Note, "net proceeds" shall mean the gross sales price for the Property less the following reasonable and customary expenses of sale actually paid by Maker in connection with the bona fide sale: brokerage commissions (not to exceed six percent (6%) of the sales price), attorneys' fees incurred in connection with such sale, and other closing and escrow costs and fees typically paid by the seller in accordance with the custom of Alameda County. In the event that the bona fide sale of the Property is a like-kind exchange, the gross sales price for the Property shall be deemed to include the fair market value of any property received by Maker in such exchange.

(d) **Payment Upon Refinancing.** In addition to the Contingent Payment payable upon a bona fide sale of the Property as provided in this Section 5, at the time of any refinancing of the Property (excluding the Take Out Financing as defined in Article 3 of the Deed of Trust) where the principal amount of the new loan exceeds Twenty One Million Dollars (\$21,000,000), Maker shall pay to Payee twenty percent (20%) of the net proceeds, if any, Maker receives from any such refinancing after payment of the previous loan which was secured by a deed of trust or mortgage encumbering the Property.

(e) **Survival of Obligation.** The obligation of Maker to pay the Contingent Payments pursuant to this Section 5 shall continue until such time as a bona fide sale of the Property occurs, regardless of whether or not the remaining principal and interest due under this Note have previously been paid in full. Maker acknowledges and agrees that any enforcement by the holder hereof to receive payment of any Contingent Payment due hereunder shall not constitute a waiver of the rights of the holder hereof to enforce the provisions of Section 11.

(f) **Costs, Fees and Expenses.** Maker acknowledges and agrees that the agreement by Maker to pay the Contingent Payment shall not create a partnership, joint venture or any other relationship between Maker and the holder hereof except the relationship of borrower and lender. Accordingly, nothing contained in this Note shall obligate or be deemed to obligate the holder hereof to pay any costs, fees or expenses of the Property or of Maker incurred in connection with the Property, or otherwise.

6. **Loan Documents.** This Note is secured by a Deed of Trust and Fixture Filing (the "Deed of Trust"), recorded on the date of this Note in the Official Records of Alameda County, California, executed by Maker, as trustor, in favor of Payee, as beneficiary, and describing as security certain real property located in the City of Oakland, Alameda County, California, commonly known as the Rotunda Building and more particularly described therein (the "Property") and certain other Loan Documents. The Deed of Trust contains provisions for the acceleration of the maturity of this Note.

"Loan Documents" are those certain documents, agreements, and instruments referred to in Section 2.16 of the Disposition and Development Agreement referred to in Section 1 of this Note.

7. **Default.** Each of the following shall constitute an Event of Default under this Note: (a) the failure to make any payment and/or perform any obligation required by this Note, the Deed of Trust, and/or other Loan Documents as and when due thereunder; (b) the breach of any agreement, representation, warranty and/or other covenant set forth in, or any other default under this Note, the Deed of Trust, and/or other Loan Documents which is not cured within the applicable cure period, if any, specified therein; (c) the occurrence of any event of default under any promissory note and related ancillary documents and instruments (including any deed of trust) which is secured by a deed of trust and/or other security instruments encumbering the Property, which event of default is not cured within the applicable cure period, if any, specified therein, or the commencement of any foreclosure proceeding (judicial or nonjudicial) or other enforcement proceeding under any such deed of trust and/or other security instruments; (d) the occurrence of any default by Maker under any other instruments, obligation or liability with respect to the Property, which is not cured within the applicable cure period, if any, specified therein; (e) Maker dissolves or is wound up or merges or is consolidated with or into any other entity; (f) Maker and/or any guarantor, or any shareholder, Principal, or partner in Maker and/or any guarantor, shall become insolvent, make an assignment for the benefit of creditors, or commence or become subject to any case or proceeding under the Bankruptcy Code or any other insolvency, receivership, reorganization, arrangement of debt, liquidation or debtor's relief law wherein Maker and/or guarantor, or any shareholder, Principal, or partner in Maker and/or any guarantor, is the debtor; or (g) any Event of Default under any other Loan Document.

8. **Acceleration.** Upon any Event of Default under this Note, the entire unpaid principal sum of this Note, together with all accrued interest and other sums due hereunder and under the Deed of Trust and/or other Loan Documents, shall become immediately due and payable, without demand or notice, at the election of the holder of this Note. Payment under this Note also may be accelerated by the holder of this Note pursuant to Section 11.

9. **Joint and Several.** If Maker consists of more than one person or entity, their obligations under this Note shall be joint and several. An individual executing this Note on behalf of a corporation, partnership or other legal entity warrants and represents that such individual has the legal authority and capacity to execute this Note on behalf of such entity.

10. **Collection Costs.** Maker agrees to pay all reasonable costs of collection and enforcement when incurred, whether or not any suit, action or proceeding is commenced,

including, without limitation, Attorneys' Fees (as defined in the Disposition and Development Agreement referred to in Section 1) and costs.

11. **Transfer of Property.** Subject to the following paragraph, in the event that: (a) the Property or any part thereof, or any interest therein, is sold, conveyed, alienated, assigned, liquidated, divested, optioned, leased (with or without an option to purchase), encumbered, hypothecated, or otherwise transferred by Maker in any manner or way, whether voluntarily or involuntarily; or (b) there is a transfer of any partnership interest, stock, or other form of ownership of Maker; or (c) there occurs a merger, consolidation, sale or lease of all or substantially all of the assets of Maker; or (d) maker agrees to do any of the foregoing (each of such acts, transactions and/or events described in clauses (a), (b) and (c) above being hereinafter referred to as a "Transfer"), then the entire unpaid balance of the principal sum, together with all accrued and unpaid interest thereon and all other sums due hereunder and under the Deed of Trust and/or other Loan Documents, shall be immediately due and payable without demand or notice, at the election of the holder of this note. Maker shall notify Payee promptly in writing of any proposed or actual Transfer that may give rise to the right of acceleration hereunder. Any attempted Transfer in violation of this Section 11 shall constitute an Event of Default hereunder.

The provisions of the preceding paragraph to the contrary notwithstanding, Transfer shall not include:

(a) Any transfer (voluntary or involuntary) of any partnership interest, stock, or other form of ownership, where the transferee has certain rights of management and control and where the aggregate percentage of the ownership interest in Maker that is transferred does not exceed twenty six percent (26%) at any time, or any transfer (voluntary or involuntary) of any partnership interest, stock, or other form of ownership, where the transferee shall not have any rights to manage and control Maker;

(b) Any transfer (voluntary or involuntary) of any partnership interest, stock, or other form of ownership, as a result of death, incapacity, and/or insolvency of the transferor where the transferee has certain rights of management and control and where the aggregate percentage of the ownership interest in Maker that is transferred does not exceed twenty six percent (26%) at any time, or any transfer (voluntary or involuntary) of any partnership interest, stock, or other form of ownership, where the transferee shall not have any rights to manage and control Maker;

(c) Any retail space leases and office leases covering individual portions of the Property entered into in the ordinary course of business; and

(d) Any encumbrance pursuant to Article 3 of the Deed of Trust.

Maker shall notify Payee of any exempt Transfer under (a) and (b) on or before the effective date of the Transfer, which notice shall include the name(s) and address(es) of the transferee(s). A copy of the agreement and/or instrument transferring the interest in question shall also accompany the notice to Payee. Any new Principal that shall have rights of management and control shall execute a guaranty in the form and content of Exhibit K to the Disposition and Development Agreement.

**12. Continuance of Obligations.** If all or any portion of the obligations hereunder are paid or performed, the obligations of Maker hereunder shall continue and remain in full force and effect in the event that all or any portion of such payment or performance is avoided or recovered directly or indirectly from Payee as a preference, fraudulent transfer or otherwise, irrespective of payment or performance in full of the obligations hereunder prior to such avoidance or recovery.

**13. Maximum Interest.** Maker and Payee expressly stipulate and agree that their intent is to at all times comply with applicable California Law governing the maximum rate or amount of interest payable on, or in connection with, this Note. If applicable Law is ever judicially interpreted to render usurious any amount contracted for, charged, taken, reserved or received under, or with respect to, this Note, the Deed of Trust, and/or other Loan Documents, or if the holder's exercise of the option to accelerate the maturity of this Note, or Maker's prepayment of this Note, results in Maker having paid any interest in excess of that permitted by applicable Law, then it is the express intent of Maker and Payee that all excess amounts theretofore collected by the holder be credited on the principal balance of this Note (or, if this Note has been or would thereby be paid in full, refunded to Maker), and that this Note, the Deed of Trust and/or other Loan Documents, as the case may be, immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder be reduced, without the necessity of the execution of any new document, so as to comply with applicable Law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder.

All sums paid or agreed to be paid to Payee for the use, forbearance or detention of the indebtedness evidenced hereby shall, to the extent permitted by applicable Law, be amortized, prorated, allocated and spread throughout the full term of this Note until paid in full so that the rate or amount of interest on account of such indebtedness does not exceed any applicable usury ceiling. To the extent permitted by applicable Law now or hereafter in effect, the holder may, at its option and from time to time, implement any method of computing the maximum rate or amount of interest permitted under applicable Law by giving notice, if required, to Maker as provided by applicable Law.

**14. Waiver.** Maker and all sureties, guarantors and endorsers of this Note hereby severally (a) waive: (i) demand for payment, presentment for payment, dishonor, notice of nonpayment, notice of intent to accelerate maturity, notice of acceleration of maturity, protest, notice of protest and all other notices and demands of any kind now or hereafter provided by any statute or rule of law; (ii) any exemption right against the indebtedness evidenced by this Note; (iii) diligence in collecting this Note or diligence in enforcing any of the security rights the holder hereof may have in and to the Property or any other security; (iv) to the fullest extent permitted by law, any defense based upon application of any "one action" or "antideficiency" Laws, including, without limitation, California Code of Civil Procedure Sections 580a, 580b, 580d and 726; and (v) any and all suretyship defenses of every kind that would otherwise be available in connection with this Note, the Deed of Trust, and/or other Loan Documents, including, without limitation, any right (whether now or hereafter existing) to require the holder to first proceed against Maker, any other person or entity, or any security, and any other rights or benefits under California Civil Code Sections 2809, 2810, 2819, 2845, 2849, 2850 and 2855; (b) agree to any substitution, exchange, addition or release of any person or party primarily or

secondarily liable hereon; (c) agree that the holder hereof shall not be required first to institute any suit, or exhaust any of its rights, remedies or recourses, against Maker or any other person or party primarily or secondarily liable hereunder or against any of the security in order to enforce payment or performance of this Note, the Deed of Trust, and/or other Loan Documents; and (d) consent to any extension, renewal or postponement of the time of payment or performance of this Note, the Deed of Trust, and/or other Loan Documents, or portion thereof and to any other indulgence with respect thereto without any notice, consent or consideration to any of them. The pleading of any statute of limitations as a defense to any obligation evidenced by this Note, the Deed of Trust, and/or other Loan Documents, including, without limitation, any guaranty, is waived to the fullest extent permitted by Law.

Maker agrees that a waiver of any rights under this Note shall not be deemed to be made by the holder hereof unless such waiver shall be in writing, duly signed by the holder, and each such waiver, if any, shall apply only with respect to the specific instance involved and shall in no way impair the rights of the holder or the obligations of Maker in any other respect at any other time. Maker further agrees that in the event the holder demands or accepts partial payment of this Note, such demand or acceptance shall not be deemed to constitute a waiver of any right to demand the entire unpaid balance of this Note at any time in accordance with the terms of this Note.

15. **Notices.** Any notice, demand, request or other communication under this Note shall be in writing and shall be deemed to have been duly given: (a) on the date of service if served personally on the party to whom notice is to be given; (b) on the date of transmittal of such notice to such party by telecopier device capable of creating a written record of such notice and its receipt, with an original of such notice deposited in first class mail addressed as set forth below; or (c) forty-eight (48) hours following deposit of such notice in registered or certified mail, postage prepaid and return receipt requested, and addressed to such party at its address as hereinafter set forth or such other address as the parties may hereafter designate:

To Payee:

Redevelopment Agency of the City of Oakland  
Office of Economic Development & Employment  
1333 Broadway, 9<sup>th</sup> Floor  
Oakland, California 94612  
Attn: Executive Director  
Fax: (510) 238-3691

Copies to:

Redevelopment Agency of the City of Oakland  
c/o Oakland City Attorney's Office  
One City Hall Plaza, 6<sup>th</sup> Floor  
Oakland, California 94612  
Fax: (510) 238-6500

To Maker:

c/o California Commercial Investments  
600 Grand Avenue, Suite 404  
Oakland, CA 94610  
Fax: (510) 834-5380

16. **Substitution.** Maker and each surety, guarantor and endorser of this Note agree that Payee may, without notice to Maker or any such other parties and without affecting the liability of Maker or any such other parties, accept additional or substitute security for this Note, or release any security or portion thereof or any party liable for this Note, or extend or renew this Note (provided Payee shall notify Maker of any extension or renewal of this Note).

17. **Assignment.** Payee or any other holder of this Note shall have the right to sell, assign or otherwise transfer, in whole or in part, this Note, the Deed of Trust, and/or any Loan Document, including without limitation, any guaranty, without consent of or notice to anyone. Each purchaser, assignee or transferee of this Note shall be entitled to all rights and remedies of Payee hereunder. Maker may not sell, assign or otherwise transfer all or any part of its rights or obligations hereunder without the prior written consent of the holder of this Note, which may be withheld in the holder's sole and absolute discretion, and any such attempted transfer without such consent shall constitute an Event of Default hereunder and shall be null and void.

18. **Further Assurances.** Maker promptly shall make, execute, acknowledge and deliver, in form and substance satisfactory to the holder of this Note, all such additional instruments, agreements and other documents, and Maker shall do all other acts as may at any time be requested by holder, to effectuate and carry out the purpose of this Note.

19. **Successors and Assigns.** Subject to the provisions of Section 17, this Note shall be binding on and inure to the benefit of the respective legal and personal representatives, devisees, heirs, executors, successors and assigns of Payee, Maker and each surety, guarantor and endorser.

20. **Severability.** If any term or provision of this Note, or the application of it to any party or circumstance, is held to be invalid or unenforceable, the remainder of this Note, and the application of such term or provision to any other party or circumstance, shall not be affected thereby, the provisions of this Note being severable in any such instance.

21. **Time of Essence.** Unless otherwise expressly set forth herein, all references in this Note to "days" shall mean and refer to calendar days. Time is of the essence of this Note and each and every provision and obligation hereunder.

22. **Lawful Money.** Principal, interest and all other sums payable hereunder shall be paid in lawful and immediately available money of the United States.

23. **Jurisdiction/Venue.** Maker hereby irrevocably submits to the jurisdiction and venue of any state court sitting in Alameda County, California, in any action or proceeding brought to enforce or otherwise arising out of or related to this Note, the Deed of Trust, and/or other Loan Documents, including, without limitation, any guaranty; and irrevocably waives to the fullest extent permitted by Law any objection which Maker may now or hereafter have to the resting of such jurisdiction and venue in such forum, and hereby further irrevocably waives any claim that such forum is an inconvenient forum.

24. **Governing Law.** This Note shall be governed by and construed in accordance with the internal laws of the State of California, without reference to the provisions thereof regarding conflicts of laws.

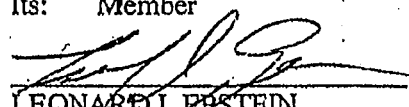
25. **Counterparts.** This Note may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Note to physically form one document.

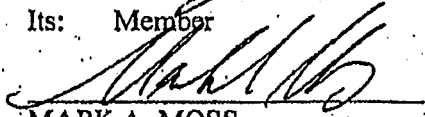
MAKER:

ROTUNDA PARTNERS II, LLC, a California  
limited liability company

By: ROTUNDA PARTNERS I, LLC, a  
California limited liability company  
Its: Managing member

By:   
PHILLIP H. TAGAMI  
Its: Member

By:   
LEONARD I. EPSTEIN  
Its: Member

By:   
MARK A. MOSS  
Its: Member