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FAX TRANSMITTAL SHEETDATE: April 16, 1990PHONE: 853-3115FOR: Lina RahiCOMPANY: City of East Palo AltoFROM: Michael BerryNumber of pages (including this cover sheet): 31Client and Matter Number: 551/01

Attached is the most recent clean and redlined pages of the Memo of Agreement, per your request.

MEMORANDUM OF AGREEMENT
Gateway Area

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is entered into this ____ day of _____, 1990 by and among the EAST PALO ALTO REDEVELOPMENT AGENCY, a public body, corporate and politic (the "Agency"), duly created, established and authorized to transact business and exercise its powers under and pursuant to the California Community Redevelopment Law (Health and Safety Code 33000 et seq., hereinafter the "Community Redevelopment Law"), THE CITY OF EAST PALO ALTO, a municipal corporation (the "City"), and THE MOZART DEVELOPMENT COMPANY, a California corporation ("Mozart").

RECITALS:

A. The City has designated a portion of the City referred to as the Gateway Area ("Gateway Area") as a survey area under the Community Redevelopment Law in order to study the options for the redevelopment of the area. The City is currently exploring redevelopment of the Gateway Area for a mixed use development which could include office, retail, hotel, industrial, residential, open space and recreation opportunities and community facility development opportunities.

The City's and the Agency's goals for the redevelopment of the Gateway Area are:

(1) The creation of numerous and diverse jobs and job training opportunities for East Palo Alto residents;

(2) The rapid absorption and utilization of the Gateway Area creating a desirable economic impact on the City at the earliest possible time;

(3) The creation of new business taxes, sales taxes and real property taxation including tax increment financing which would allow the City to upgrade services to its citizens including providing assistance in improving the housing stock within the City.

(4) The opportunity for the utilization of East Palo Alto contractors and workers initially in the construction and operation of development of the Gateway Area;

(5) The attraction of new retail service business to the City;

(6) The provision of safe decent housing for low and moderate income people and families;

(7) Open space, recreation, and community facility opportunities;

(8) Equity or similar participation in the performance of the development, at a level to be negotiated, by the City and/or Agency in any development undertaken by Mozart in the Gateway Area;

(9) Participation by Mozart in the City's Employment Resource Development Program for first source hiring; and

(10) Compliance by Mozart with the City's Equal Opportunity Policy and participation in the City's Affirmative Action Program.

In order to achieve these goals the Agency on December 20, 1989, selected Mozart as the potential developer of the Gateway Area based on an assessment and evaluation of Mozart's previous experience and qualifications.

B. Mozart is interested in pursuing the possibility of developing all or a portion of the 160 acres comprising the Gateway Area with development that is suitable for the area and which meets the above identified City and Agency goals for the Gateway Area.

C. The City and the Agency desire to pursue redevelopment of the Gateway Area pursuant to the Community Redevelopment Law with the ultimate goal of adopting and implementing a redevelopment plan for the Gateway Area. In order to accomplish this goal the Agency and the City desire and intend to consult with the community and property owners within the Gateway Area to determine the appropriate method of redeveloping the Gateway Area, including consideration of any proposal presented by Mozart for redevelopment of the Gateway Area as well as other possible uses. Pursuant to the Community Redevelopment Law, the City and the Agency will also consider opportunities for participation by existing property owners in the redevelopment of the Gateway

Area, which may modify, limit or otherwise affect Mozart's proposal for redevelopment of the Gateway Area.

D. Mozart desires to make a proposal for redevelopment of all or a portion of the Gateway Area in pursuit of the City's and Agency's goals for the Gateway Area. The general purpose of this Agreement is (1) to financially assist the City and the Agency in the planning and site preparation for the redevelopment of the Gateway Area and (2) to enter into a period of exclusive negotiations among the City, the Agency and Mozart to reach agreement on, and enter into, a Disposition and Development Agreement (as defined below) and Statutory Development Agreement, (as defined below) within the broad parameters set forth in this Agreement consistent with the respective goals and objectives of the City, the Agency and Mozart, including without limitation, any City and Agency established goals, objectives, standards and rules for owner participation as described below.

THE AGENCY, THE CITY AND MOZART HEREBY AGREE AS FOLLOWS:

I. TERM

The term of this Agreement (the "Term") shall commence on the date hereof and, unless earlier terminated in accordance with the provisions of this Agreement, shall expire on the earliest to occur of (1) termination of the City's and the Agency's efforts to adopt a redevelopment plan for the Gateway Area as evidenced

pursuant to Section II.E below, or (2) the expiration of the Negotiation Period, as defined in Section III.A below. Upon expiration of the Term, or earlier termination in accordance with the provisions of this Agreement, none of the parties shall have any further rights or obligations with respect to the subject matter of this Agreement, except for : (1) the return of any of Mozart's unused advances as provided in the first paragraph of Section IV.D. below, and (2) in the event the agreement has been terminated pursuant to II.E. below and the Agency subsequently recommences the Plan adoption process originally contemplated herein, this agreement will be reinstated as if never terminated. However, in no event will the reinstated term of this agreement exceed April 1, 1994. Mozart shall be reinstated by so electing in writing within sixty (60) days after written notice from the Agency and City that they desire to consider again the adoption of redevelopment plan in the Gateway Area.

II. REDEVELOPMENT PLAN ADOPTION PROCESS

A. Redevelopment Plan Adoption

During the Term, the Agency and the City will work toward adoption of a redevelopment plan pursuant to the Community Redevelopment Law for the Gateway Area. The City has heretofore designated a survey area pursuant to Health and Safety Code Sections 33310-33312, which survey area is set forth in the attached Exhibit A (the "Survey Area"). The City's and the

Agency's efforts to adopt a redevelopment plan will include the designation of a project area containing all or portions of the Survey Area; consultation with the community and property owners within the Gateway Area regarding the method and manner of redeveloping the Gateway Area; the undertaking of such studies as are necessary to determine the suitability of the Gateway Area for redevelopment including, but not limited to, traffic studies, environmental studies and toxic and hazardous waste studies; review of the City's General Plan to determine whether any redevelopment program proposed is consistent with the General Plan or whether amendment to the General Plan is necessary; and such other activities as are necessary for the adoption of a redevelopment plan pursuant to the Community Redevelopment Law. Those issues which are of primary importance to the feasibility of the redevelopment plan (such as traffic, relocation housing, etc.) will be analyzed and addressed as early in the process as possible so as to make the most efficient use of the time and funds of the parties.

B. Site Evaluation by Mozart

While the Agency and the City are pursuing adoption of a redevelopment plan for the Gateway Area, Mozart will undertake its own studies regarding design and use of a mix use development and related environmental issues with the ultimate goal of identifying a site suitable to Mozart for implementation of a

mixed use development meeting the City's and the Agency's goals for the area.

C. Owner Participation

In the course of consideration of adoption of a redevelopment plan for the Gateway Area, the City and the Agency, in consultation with the community and property owners within the Gateway Area, will designate those portions of any project area proposed by the City and the Agency most appropriate for owner participation, if any, and will develop owner participation rules pursuant to Health and Safety Code Section 33339.

D. Designation of Development Plan

In the course of consideration of adoption of a redevelopment plan for the Gateway Area, the City, the Agency and Mozart shall diligently and in good faith attempt to agree upon a development plan for the Gateway Area within the proposed project area that is appropriate for development by Mozart in a manner consistent with the proposed redevelopment plan, the Agency's owner participation rules, and the City's General Plan. The parties shall begin negotiations regarding the implementation of such a development plan (hereinafter referred to as the "Development Plan") in accordance with Section III below.

E. Adoption of Redevelopment Plan

Subject to the provisions of Article III below regarding the exercise of discretion by the City and the Agency and consistent with all requirements of the Community Redevelopment Law and other applicable laws, the parties shall act promptly, diligently and in good faith to complete the planning and evaluation described in this Section II leading to consideration by the City and the Agency of adoption of a proposed redevelopment plan for the project area containing all or portions of the Survey Area. If despite such diligent, good faith efforts, the City and the Agency, in the exercise of their discretion, determine by resolution or other formal action that it would not be in the best interest of the community to adopt such a redevelopment plan, the Term of this Agreement shall expire as provided in Section I above. Any redevelopment plan that may be adopted by the City in accordance with the provisions of this Section II is hereinafter referred to as the "Redevelopment Plan".

III. NEGOTIATIONS

A. Negotiation Period

Commencing with the Term of this Agreement and continuing until the earlier of (1) the date which is eighteen (18) months from the date of adoption of the City Council ordinance adopting the Redevelopment Plan and (2) April 1, 1994 (the "Negotiation

Period"), the Agency and Mozart shall seek in good faith to negotiate a Disposition and Development Agreement (as defined below), and the City and Mozart shall seek in good faith to negotiate a development agreement ("Statutory Development Agreement") pursuant to the California Government Code, Sections 65864 et seq., for the development of the Gateway Area in accordance with the Development Plan. The parties shall attempt to negotiate a Disposition and Development Agreement and Statutory Development Agreement concurrently with or near the time of any Redevelopment Plan adoption, but in any event within the outside dates set forth above. The scope of the development is subject to the provisions of the Redevelopment Plan, the Agency's owner participation rules, the City's General Plan, and the negotiation of the parties during the Negotiation Period.

If a mutually satisfactory Disposition and Development Agreement has not been negotiated and executed by Mozart and the Agency, and a mutually satisfactory Statutory Development Agreement has not been negotiated and executed by Mozart and the City, each within the Negotiation Period, then this Agreement shall terminate at the end of such period as provided in Section I.

B. Good Faith Negotiations

Mozart and the Agency agree to negotiate in good faith during the Negotiation Period to prepare an agreement (the "Disposition and Development Agreement") to be entered into

between Mozart and the Agency. The purpose of the negotiation shall be for the disposition by Agency to Mozart of certain real property in the Gateway Area necessary for development of the Gateway Area in conformance with the Development Plan, if necessary (it being understood and agreed by the parties that Mozart will use diligent, good faith efforts to enter into agreements with owners of property in the Gateway Area which will provide for the direct purchase of such property from such owners by Mozart), and for construction and development of the Gateway Area in conformance with the Development Plan. The Agency agrees for the Negotiation Period that neither it nor its members, staff or consultants, will negotiate with or consider ad developer, any other person or entity regarding the planning, disposition or development of any portion of the Gateway Area necessary for implementation of the Development Plan.

Mozart and the City agree to negotiate in good faith during the Negotiation Period to prepare a Statutory Development Agreement. This negotiation shall be for the purpose of establishing standards for development of the Gateway Area and construction and development of the Gateway Area in conformance with the Development Plan. The City agrees for the Negotiation Period that neither it, nor its members, staff or consultants, will negotiate with or consider as developer, any other person or entity regarding the planning, development or construction of the

portion of the Gateway Area necessary for implementation of the Development Plan.

C. Redevelopment Project Financing

During the Negotiation Period, Mozart may request that property tax increment financing be utilized as permitted by law in the redevelopment of portions of the Gateway Area. The Agency shall consider such request and, if acceptable to the Agency, provision for utilization of such property tax increment financing shall be specified in the Disposition and Development Agreement. The parties shall also explore other financing including, but not limited to, benefit and/or improvement assessment districts for qualified improvements.

D. Agency Public Hearing

If the negotiations between the Agency and Mozart culminate in a Disposition and Development Agreement signed by Mozart, such an agreement becomes effective only after and if the agreement has been considered and approved by the Agency and the City after a public hearing and other procedures as prescribed by law.

E. City Public Hearing

If the negotiations between the City and Mozart culminate in a Statutory Development Agreement, such an agreement becomes effective only after and if the agreement has been considered and

approved by the City after a public hearing and other procedures as prescribed by law.

IV. ADVANCES TO THE AGENCY AND/OR THE CITY

A. Amount of Advances

(1) Mozart shall advance to the Agency and/or the City up to Three Hundred Thousand Dollars (\$300,000), as provided below, to be used by the Agency and the City for the actual and reasonable administrative expenses incurred directly by the Agency or the City in connection with the preparation of a redevelopment plan for the Gateway Area.

(2) Mozart in addition to the funds set forth shall advance to the Agency and/or the City up to One Million Dollars (\$1,000,000), as provided below, for the Agency's and/or the City's actual and reasonable costs and expenses incurred for outside consultants, independent contractors, and other items necessary to be employed by the Agency and/or the City to undertake the establishment of a redevelopment plan for the Gateway Area as contemplated by this Agreement. The City and the Agency hereby represent that the expenses incurred prior to the execution of this Agreement which will be paid out of this \$1,000,000 advance for the purposes set forth in this Section IV.A.(2) do not exceed \$25,000.

(3) Mozart shall advance to the Agency and/or the City up to Fifty Thousand Dollars (\$50,000), as provided below, for

actual and reasonable administrative expenses incurred directly by the Agency and the City in negotiating a Disposition and Development Agreement and a Statutory Development Agreement.

(4) Mozart shall advance to the Agency and/or the City up to Two Hundred Thousand Dollars (\$200,000), as provided below, for the Agency's and/or the City's actual and reasonable costs and expenses incurred for outside consultants, independent contractors and other items necessary to be employed by the Agency and/or the City to negotiate a Disposition and Development Agreement and a Statutory Development Agreement.

B. Method of Advance

(1) Mozart shall advance the amount referred to in Section IV.A.(1) in one installment of Three Hundred Thousand Dollars deposited upon execution of this Agreement.

(2) Mozart shall advance the amount referred to in Section IV.A.(2) in twelve (12) installments of Seventy-five Thousand Dollars (\$75,000) each and a final advance of One Hundred Thousand Dollars (\$100,000). The first advance shall be deposited upon execution of this Agreement. At such time as there remains less than Twenty-five Thousand Dollars (\$25,000) on deposit with the Agency and City, Mozart shall deposit the next Seventy-five Thousand Dollars (\$75,000) installment. More than one installment shall be deposited if expenditures are such as

to require this much to keep the balance above Twenty-five Thousand Dollars (\$25,000).

The amount referred to in Section IV.A.(2) above represents the best estimate by the Agency and city of the anticipated costs and expenses which will be incurred for the purposes set forth in Section IV.A.(2). If the Agency's and the City's costs for establishment of a redevelopment plan exceed One Million Dollars (\$1,000,000), the Agency and the City shall submit to Mozart a budget showing such additional costs. Within thirty (30) days of receipt of such budget, Mozart shall either approve the additional costs, in which case Mozart will deposit the additional sums necessary to cover the additional costs pursuant to the procedures stated above, or disapprove the budget, in which case the parties agree that this Agreement may be terminated at the option of any party by written notice to the others.

(3) Mozart shall advance the amounts referred to in Section IV.A.(3) in installments of Twenty-five Thousand dollars (\$25,000) each. The first advance shall be deposited upon execution of this Agreement. At such time as there remains less than Ten Thousand Dollars (\$10,000) on deposit with the City and the Agency, Mozart shall deposit the next Twenty-five Thousand Dollars (\$25,000).

(4) Mozart shall advance the amounts referred to in Section IV.A.(4) in installments of Twenty-five Thousand dollars

(\$25,000) each. The first advance shall be deposited upon execution of this Agreement. At such time as there remains less than Ten Thousand Dollars (\$10,000) on deposit with the City and the Agency, Mozart shall deposit the next Twenty-five Thousand Dollars (\$25,000).

The amount referred to in Section IV.A.(4) above represents the best estimate by the Agency and City of the anticipated costs and expenses which will be incurred for the purposes set forth in Section IV.A.(4). If the Agency's and the City's costs for negotiating a Disposition and Development Agreement and a Statutory Development Agreement exceed Two Hundred Thousand Dollars (\$200,000), the Agency and the City shall submit to Mozart a budget showing such additional costs. Within fifteen (15) days of receipt of such budget, Mozart shall either approve the additional costs, in which case Mozart will deposit the additional sums necessary to cover the additional costs pursuant to the procedures stated above, or disapprove the budget, in which case the parties agree that this Agreement may be terminated at the option of any party by written notice to the others.

C. Budget and Monitoring

The Agency and the City have prepared, and the parties hereby approve, the budget (the "Budget") set forth in the attached Exhibit B. The Budget sets forth tasks to be performed by the Agency and the City administration and outside consultants

and independent contractors to be employed for the purposes set forth in Section IV.A.(1), (2), (3) and (4), and a schedule for the performance of such tasks.

The Agency and/or the City shall draw upon the funds advanced hereunder only to pay actual reasonable expenses for the purposes set forth in the Budget. The funds shall be used so as to carry out as economically as possible the purposes for which they are advanced. Contractors shall be promptly paid when services are properly performed and payment is due so as to maintain the services rendered at the required level. The Agency and/or the City shall notify Mozart when improper performance by a contractor will lead to a slowing or cessation of payment for services rendered or the performance of future services.

All funds advanced by Mozart hereunder shall be deposited in interest bearing accounts (separate from other funds of the Agency and the City) until used, and any interest earned thereon shall be added to the principal and used for the same purposes as the corresponding principal under this Agreement.

The Agency and the City shall provide Mozart with copies of all proposed contracts to be paid in whole or part with funds advanced by Mozart within a reasonable time prior to their submission to the Agency Board or City Council. The Agency and the City shall consult with Mozart regarding any comments it may have on such proposed contracts and the terms and conditions thereof prior to submittal to the Agency Board or the City

Council and Mozart shall have the right to comment on the contracts before the Agency Board and the City Council.

The City and the Agency shall provide Mozart with monthly reports specifying expenditures and including copies of any contracts entered into by the City and/or the Agency. The expenditures shall be represented to be true and accurate and authorized under this Agreement by a responsible officer of the Agency and the City.

Mozart shall have the right from time to time, and upon reasonable prior notice to the Agency and the City, to inspect the books and records of the Agency and the City as pertinent to monitor the holding and disbursement of funds advanced by Mozart hereunder. The Agency, the City and Mozart shall meet and confer on a regular basis as necessary to coordinate and monitor the progress of their respective responsibilities under this Agreement, including without limitations a formal progress meeting at least once every three (3) months. The Agency and the City (collectively) and Mozart, shall each appoint a project manager to be principally responsible for the continuing working relationship between them.

D. Reimbursement of Advances and Costs

In the event this Agreement is terminated by any party or expires (whether under Section I. or VII.B, or otherwise), any unexpended advances made by Mozart under Sections IV.A.(2) shall be returned to Mozart after applying such advances to budgeted

costs and expenses incurred by the Agency or the City, or which the Agency and/or the City is obligated to pay, prior to such termination. Any unexpended advances made by Mozart under Sections IV.A.(1), (3) and (4) and then held by the Agency and the City may be retained by the Agency and the City. The Agency and the City shall promptly cancel or otherwise cause performance to cease under any contracts and other arrangements so as to minimize the payment of additional costs from the advances by Mozart.

The Agency acknowledges that by the payment of the funds to the Agency pursuant to Section IV.A.(2), Mozart has made a significant commitment to the Agency's redevelopment efforts. Provided that this Agreement is not terminated by Mozart pursuant to Section VII.B., in the event that (1) a Redevelopment Plan is adopted; (2) the Negotiation Period expires and the Agency and Mozart have not executed a Disposition and Development Agreement and Statutory Development Agreement; and (3) the Agency enters into a Disposition and Development Agreement or some other similar agreement with a developer other than Mozart for the development or redevelopment of the Gateway Area within twelve (12) months of the expiration of the Negotiation Period, the Agency agrees, to the extent it determines that any reports, surveys, studies, analyses or plans produced by the Agency or at the direction of the Agency pursuant to this Agreement are beneficial to such future developer, to take all reasonable

measures to recapture from such future developers fifty percent (50%) of the costs of producing such beneficial reports, surveys, studies, analyses or plans for the purpose of reimbursing Mozart. Under no circumstances shall this Agreement be construed so as to require the Agency or the City to reimburse Mozart in any way other than the return of unexpended advances made by Mozart under Section IV.A(2) of this Agreement as provided for in this Section IV.D.

V. PURCHASE PRICE, RENTAL AND/OR OTHER CONSIDERATION

The purchase price, rental and/or other consideration to be paid by Mozart under the Disposition and Development Agreement for any portions of the Gateway Area to be acquired by the Agency and conveyed to Mozart shall be established by good faith negotiation between the Agency and Mozart. The purchase price, rental and/or other consideration will be based upon such factors as market conditions, density of development, costs of development (including any advances made by Mozart pursuant to this Agreement), risks incurred, estimated or actual profit, estimated or actual sales and/or rental prices of the facilities to be developed, public purpose and other matters relevant to establishing the fair market value for the uses permitted to be developed.

VI. MOZART'S PROPOSED DEVELOPMENT

A. Architectural Concept

Design and architecture of the proposed development of the Gateway Area in accordance with the Development Plan will be developed during the Negotiation Period and shall be submitted by Mozart to the Agency and the City through basic conceptual drawings and preliminary schematic plans for Agency and City approval.

B. Mozart's Findings, Determinations, and Studies, Reports, Plans and Drawings

As requested by the Agency and the City, from time to time, Mozart shall make periodic oral progress reports and periodic written reports advising the Agency and the City on all matters and all studies being made to the extent that they do not include confidential matters.

C. Employment of Residents

Mozart anticipates, and agrees to use best efforts to provide for, the employment of City residents in the construction and development of the Gateway Area.

D. Development Entity

It is the intent of the parties that Mozart shall be the master developer for all portions of the Gateway Area not

undertaken by owner participants, and may also develop certain portions with owner participants. Because of the large scale and variety of the proposed development, it is acknowledged that Mozart shall have the right to form development entities, join in joint ventures and otherwise transfer and/or combine its interest in this Agreement, as necessary or appropriate to carry out and/or finance its responsibilities under this Agreement and/or any Disposition and Development Agreement and Statutory Development Agreement entered into pursuant hereto. Mozart shall have the right to assign this Agreement unless the Agency, in its sole discretion, provides Mozart with its written approval of such assignment.

VII. PURPOSE OF THIS AGREEMENT

A. Agency and/or City Decisions

By execution of this Agreement, the Agency and the City are not committing themselves to or agreeing to undertake: (1) a disposition of land to Mozart within the Gateway Area, if any; or (2) any other acts or activities requiring the subsequent independent exercise of discretion by the Agency, the City, or any agency or department thereof. It is specifically acknowledged that the development of the Gateway Area requires that the Development Plan be mutually agreed upon and that any such mutually agreed upon Development Plan must be consistent with an adopted Redevelopment Plan pursuant to the Community

Redevelopment Law and encompass land within an adopted Redevelopment Plan; and that the City and Agency must make certain findings in their sole discretion and judgment in the adoption of a Redevelopment Plan.

This Agreement does not constitute a disposition of property or exercise of control over property by the Agency or the City and does not require a public hearing. Execution of this Agreement by the Agency and the City is merely an agreement to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by the Agency and the City as to designation of the Development Plan, adoption of the Redevelopment Plan, or approval and execution of any Disposition and Development Agreement and Statutory Development Agreement and all proceedings and decisions in connection therewith.

B. Termination by Mozart

The parties recognize that one or more of the necessary pre-conditions to Mozart's development of the Gateway Area, such as sufficiency of size, remediation of toxic conditions, site feasibility, sufficiency of ingress and egress and timeliness of the granting of all necessary approvals, may fail to be met or prove to be infeasible as a result of subsequent studies, reviews and proceedings involving the exercise of discretion by the Agency, the City or any agency or department thereof or that such conditions as economic feasibility, financibility, community

acceptance and the like may not be met. If Mozart reasonably determines that the development of the Gateway Area is not achievable or practicable, Mozart may withdraw from this Agreement and be relieved of any of its funding requirements provided herein upon seven (7) days prior written notice to the Agency and the City.

VIII. ENFORCED DELAY

Performance by any party under this Agreement shall not be deemed to be in default where delays or default are due to (1) litigation brought by other governmental bodies (except for the Agency or the City) or third parties which prevent one or more of the parties hereto from performing their obligations hereunder, or (2) delivery of a stop order, cease and desist order, or comparable order or document by a governmental body (except for the Agency or the City) having jurisdiction over the subject matter of this Agreement enjoining or otherwise preventing one or more of the parties hereto from performing their obligations hereunder (provided, however, that the mere failure of any governmental body to provide a timely approval with respect to any matter in the ordinary course of administrative review shall not excuse timely performance by the parties hereunder). The time for performance of obligations under this Agreement shall be extended by the number of days that the condition preventing

performance specified in the preceding sentence remains in existence.

IX. MISCELLANEOUS

This Agreement shall be governed by and construed in accordance with California law. This Agreement shall be binding upon and shall inure to the benefit of the parties, and their successors and assigns.

X. NOTICES

Any notices given under this Agreement shall be in writing and shall be served either personally or delivered by first class or express U.S. mail with postage prepaid, return receipt requested pursuant to registered or certified mail, or by nationally recognized overnight commercial courier service with charges prepaid. Notices may also effectively be given by transmittal over electronic transmitting devices if the party to whom the notice is being sent has a receiving device in its office, and provided a complete copy of the notice shall also be served either personally or in the same manner as required for a mailed notice. Notices shall be deemed received at the earlier of actual receipt or three (3) days following deposit in U.S. mail with postage prepaid or with a nationally recognized overnight commercial courier service with charges prepaid. Notices shall be directed as follows:

If to City: 2415 University Avenue
East Palo Alto, CA 94303
Attn: _____

If to Agency: 2415 University Avenue
East Palo Alto, CA 94303
Attn: _____

If to Mozart: 435 Tasso Street, Suite 300
Palo Alto, Ca 94301
Attn: _____

Dated this _____ day of _____, 19__.

EAST PALO ALTO REDEVELOPMENT AGENCY,
a public body, corporate and politic

ATTEST: By: _____
Chairperson

By: _____

By: _____
Executive Director

"AGENCY"

CITY OF EAST PALO ALTO, a municipal
corporation

APPROVED AS TO FORM: By: _____
Mayor

By: _____
City Attorney

By: _____
City Clerk

"CITY"