



Date: July 24, 2024

To: William Gilchrist  
Director of Planning & Building  
Wgilchrist@oaklandca.gov

Copy to: Barbara Parker  
City Attorney  
bjparker@oaklandcityattorney.org

RE: Description of Developer’s Good Faith Substantial Compliance with the DA for the July 2023 to June 2024 Year

**THIS REPORT IS SUBMITTED UNDER GOVERNMENT  
CODE SECTION 65865.1 AND SECTION 17.138.090 OF THE  
DEVELOPMENT AGREEMENT ORDINANCE,  
CITY HAS 45 DAYS TO RESPOND**

Dear William Gilchrist,

This report is being sent to you as required by the July 16, 2013, Development Agreement (“DA”) by and between the City of Oakland (“City”) and Prologis CCIG Oakland Global, LLC (“Developer”). This report described how the Developer has, in good faith, substantially complied with the DA during the year.

This report covers the period:

1. July 2023 – June 2024

Because the gateways (West Gateway, MH-1 Lease Area, New Central Gateway, and East Gateways CE-1 & CE-2) were partially assigned to their prospective lessees through the Third Amendment to Army Base Gateway Redevelopment Project Lease Disposition and Development Agreement, dated December 23, 2015, the Developer has decided to bifurcate the report with each lessee voicing its own good faith substantial compliance with the DA for its respective gateway area. As such, this report only touches and concerns the good faith substantial

compliance with the DA for the New Central Gateway, East Gateway Areas, and MH-1 Lease Areas. A separate report has been submitted for the West Gateway Lease Areas.

Specifically, the Developer, Prologis Mesquite, LLC, a Delaware limited liability company ("PLD") substantially complied with the DA, in good faith, in the following manner:

July 2023 – June 2024

**A. General Requirements Under the Development Agreement**

Although the DA is binding as between the parties as of the July 16, 2013, Effective Date of the Agreement, the specific project related requirements placed upon the Developer by the DA do not become effective until the Developer is able to acquire a ground lease or Franchise interest in any portion of the project site.

On October 4, 2016, the City and PLD executed a ground lease for one of the East Gateway Lease areas commonly referred to as CE-1. On March 6, 2018, the City and PLD executed a ground lease for the New Central Gateway. On May 24, 2018, the City and PLD executed a ground lease for the other East Gateway Lease areas commonly referred to as CE-2. On December 31, 2019, PLD perfected an assignment of the MH-1 lease from CCIG pursuant to that certain Assignment and Assumption Agreement by and between CCIG Oakland Global, LLC and Prologis, L.P. with the consent and approval of the City of Oakland.

**Table 1: Gateway Ground Leases Between City and PLD**

Parcel	Date Lease Executed between City and PLD	2023 - 2024 On-Site Tenant(s)
East Gateway (CE-1)	October 4, 2016	Portable On Demand Storage (PODS) Facility
New Central Gateway (CC-1)	March 6, 2018	Custom Goods, Best Bay Logistics
East Gateway (CE-2)	May 24, 2018	Good Eggs Fulfillment Center; SHIFT
MH-1	August 8, 2019	Conglobal

For each of the lease areas above, the Developer has demonstrated substantial, good faith compliance with the DA through implementing the general requirements of the agreement, including meeting or surpassing site improvement milestones; complying with Community Benefit requirements of the DA and the CEQA Standard Conditions of Approval and Mitigation Monitoring and Reporting Program (SCA/MMRP); maintaining insurance for the site as specified in the PLD Ground Lease; and ensuring no events of default or noncompliance with the

DA. The following sections of this Memorandum discuss site-specific DA compliance in further detail for each of the above-listed gateway lease areas.

## 2023-2024 Compliance Demonstration by Parcel

### East Gateway Lease Area (CE-1)

Regarding the East Gateway lease area commonly referred to as CE-1, there has been substantial, good faith compliance with the DA as follows:

#### A. General Requirements Under the Development Agreement

On October 4, 2016, Prologis Mesquite, LLC, a Delaware limited liability company ("PLD") and the City entered into Army Base Gateway Redevelopment Project Ground Lease for CE-1 with the City (the "CE-1 Ground Lease"), whereby the City leased to PLD and PLD leased from the City that certain real property known as the CE-1. Consequently, through the CE-1 Ground Lease, the DA requires PLD to meet the following requirements:

*Minimum Project.* DA§ 3.3 requires PLD to "develop the Private Improvements for each Phase of the Project in accordance with the 'Minimum Project' description, scope, schedule and sequencing set forth in the Ground Lease for each Phase."

Paragraph 6.1.1.1 of the Army Base Gateway Redevelopment Project Ground Lease for CE-1 Lease Area between The City of Oakland and Prologis Mesquite, LLC ("CE-1 Lease") states that the Initial Milestone of 60,063 square feet of improvements and must commence within the first year. Further, the CE-1 Lease Paragraph 6.1.1.2 Second Milestone Date is, in the aggregate, 98,928 square feet of improvements not later than the date that is four (4) years after the date of the issuance of the First Building Permit. The Second Milestone occurred on October 7, 2020, and the Third Milestone occurred on October 7, 2022. CE-1 Lease Paragraph 6.1.1.3 Third Milestone requires 128,960 square feet of improvements in the aggregate no later than the date which is six (6) years after the date of the First Building Permit. Finally, the CE-1 Lease Paragraph 6.1.1.4 Fourth Milestone Date requires commencement, in the aggregate, of 176,658 square feet of improvements not later than the date that is eight (8) years after the date of the issuance of the First Building Permit. The date of the First Building Permit is October 7, 2016. For the report year 2023-2024, the corresponding milestone to be met is the Fourth Milestone which went into effect October 7, 2024.

PLD immediately pulled building permits on 10/7/16 and began construction of a 256,136 square foot logistics building which has been completed as of the date of this letter. In doing so, PLD has exceeded the Minimum Project build out for this lease area. PLD is in full compliance with regards to the Minimum Project requirement (i.e., Third Milestone) and reserves its rights

under the lease for any “excess” square footage over the minimum build. As of the date of this letter, PLD’s “excess” square footage is calculated as follows:

Commenced Improvements:	256,136
Less: Third Milestone (Paragraph 6.1.1.3):	<u>(176,658)</u>
Total Excess Square Footage:	79,479

Community Benefits. DA §§ 3.8.1, 4.1 require PLD to comply with the Community Benefits under the CE-1 Ground Lease, including the CEQA Standards Conditions of Approval and Mitigation Monitoring and Reporting Program ("SCA/MMRPs"). Section 37.6 and Exhibit 37.6 of the CE-1 Ground Lease set forth the actual requirements of the Community Benefits package, which is broken into (i) Construction Jobs Policy for Vertical Construction; (ii) Construction Jobs Policy for Public Improvements; (iii) Operations Jobs Policy; and (iv) SCA/MMRPs. As evidenced with the building permit issuance, PLD has complied with all design SCA / MMRP’s. During the construction process, PLD has complied with all conditions of approval per the permits, the LDDA and the Lease.

Further, PLD is in full compliance with the requirements of the Operations Jobs Policy. DA §4.1 states that, “During such portion of the Term that the LDDA is in effect for any Phase, Developer shall comply with the Community Benefit requirements set forth in Article IV of the LDDA for such Phase. During such portion of the Term that a Ground Lease is in effect for any Phase, Developer shall comply with the Community Benefit requirements set forth in Section 37.6 of the applicable Ground Lease for such Phase. In addition, the parties hereby agree to amend the Construction Jobs Policy for the Public Improvements to require weekly compliance reporting through the website proposed by the California Capital & Investments Group, Inc.” Section 37.6 of the Ground Lease includes the following Operations Jobs Policy requirements, as included in Exhibit 37.6:

- Developer shall ensure that any contract under which an On-Site Job, as defined in the Operations Jobs Policy, may be performed include the Operations Jobs Policy. Inclusion of such Policy in all relevant leases and contracts, and compliance with such Policy by the Developer, will fully meet the Developer obligation.
- Developer shall require compliance with the City Living Wage Ordinance for On-Site Jobs, in accordance with the terms of the Operations Jobs Policy
- Developer shall comply, and require its subtenants to comply with the City Equal Benefits Policy, except where such application would be inconsistent with the terms or conditions of a grant or a contract with an agency of the United States or the State of California

- Developer shall pay, at the time of each building permit application, the Jobs/Housing Impact Fee imposed pursuant to Council Ordinance 12422 to support the West Oakland Jobs Center
- Developer shall establish a Community Area Maintenance fee equal to \$0.005/month per leasable square foot of building space and pay annual fee into fund to support the Jobs Center. The annual fee shall increase consistent with the Ground Lease CPI Structure.

PLD is in compliance with the above requirements. PLD has included the Operational Jobs Policy in all relevant leases and contracts in the reporting period. Relevant contracts and leases in the reporting period for the East Gateway Lease Area (CE-1) include the active lease with the Portable On Demand Storage Facility (PODS). These lease contracts include copies of the Operational Jobs Policy. Subtenants at the OAB are required to comply with the City Equal Benefits Policy, which is also included as a stipulation in the applicable lease agreements. Furthermore, PLD has paid the required fees to support the West Oakland Jobs Center, as outlined in the requirements listed above. Therefore, PLD hereby attests that it is in compliance with the Operational Jobs Policy requirement for this Lease Area and has fully met its obligation under the DA for this reporting period.

Thus, PLD is in substantial good faith compliance with all requirements. Supporting documents for compliance are attached hereto as **Exhibit A – PODS Compliance Documentation**.

*Insurance.* DA § 5.4 and Section 14.1 of the CE-1 Ground Lease require PLD to carry insurance of the types and in the amounts expressly set forth in Exhibit 14.1 of the PLD Ground Lease. From the date the PLD Ground Lease was executed, PLD has maintained insurance for the CE-1 lease area as required by the CE-1 Ground Lease. Thus, PLD is in substantial good faith compliance with its insurance obligations under the DA. Insurance certificate is attached hereto as **Exhibit D – Insurance Certificate**

#### B. No Events of Default or Noncompliance

DA § 8.2 requires the City or the Developer to give written notice of any noncompliance with the DA to the non-complying party with a thirty (30) day cure period. Such notice must specify in reasonable detail the grounds for the noncompliance and all facts demonstrating the noncompliance.

To date, neither the Developer nor PLD have received any written notice of noncompliance with the DA from the City regarding CE-1. PLD is not aware of any other action on its behalf that would demonstrate bad faith compliance or noncompliance with the DA.

#### New Central Gateway Lease Area

Regarding the New Central Gateway ground lease, there has been substantial, good faith compliance with the DA as follows:

#### A. General Requirements Under the Development Agreement

On March 6, 2018, 2016, Prologis Mesquite, LLC, a Delaware limited liability company ("PLD") and the City entered into Army Base Gateway Redevelopment Project Ground Lease for the New Central Gateway with the City (the "NCGW Lease"), whereby the City leased to PLD and PLD leased from the City that certain real property known as the New Central Gateway.

Consequently, through the New Central Gateway Ground Lease, the DA requires PLD to meet the following requirements:

Minimum Project. DA§ 3.3 requires PLD to "develop the Private Improvements for each Phase of the Project in accordance with the 'Minimum Project' description, scope, schedule and sequencing set forth in the Ground Lease for each Phase."

Paragraph 6.1.1.1 of the Army Base Gateway Redevelopment Project Ground Lease for New Central Gateway Lease Area between The City of Oakland and Prologis Mesquite, LLC ("NCGW Lease") states that the Initial Milestone of 85,993 square feet of improvements and must commence within the first year. Further, the NCGW Lease Paragraph 6.1.1.2 Second Milestone Date is, in the aggregate, 141,636 square feet of improvements not later than the date that is four (4) years after the date of the issuance of the First Building Permit. NCGW Lease Paragraph 6.1.1.3 Third Milestone requires 184,633 square feet of improvements in the aggregate no later than the date which is six (6) years after the date of the First Building Permit. Finally, the NCGW Lease Paragraph 6.1.1.4 Fourth Milestone Date requires commencement, in the aggregate, of 252,922 square feet of improvements not later than the date that is eight (8) years after the date of the issuance of the First Building Permit. The date of the First Building Permit is October 26, 2018. For the report year 2023-2024, the corresponding milestone to be met is the Third Milestone by October 26, 2024.

PLD initially completed construction of a 16.2-acre container storage and repair depot in conjunction with a sub-lease between Conglobal and PLD that commenced in December 2018. Subsequently, in April 2021, Conglobal and PLD relocated 13.1 acres of the Conglobal operation to MH-1. A new tenant, Custom Goods, leased the entirety of this lease area in 2022 but has vacated in June 2024.

PLD completed shell construction of a 189,038 square foot logistics building in Q1 2021. In doing so, PLD has exceeded the Minimum Project Second Milestone build out and may use any "excess" square footage from this build out to offset any potential future shortfall per the terms of the lease. PLD is in full compliance with regards to the Minimum Project requirement and reserves its rights under the lease for any "excess" square footage over the minimum build. As of the date of this letter, PLD's "excess" square footage is calculated as follows:

Conglobal Improvements:	8,650
-------------------------	-------

Plus: NCGW Phase 2 - Building 3	<u>189,038</u>
Less: Third Milestone (Paragraph 6.1.1.3):	<u>(184,633)</u>
Total Excess Square Footage NCGW:	<u>4,405</u>

Community Benefits. DA §§ 3.8.1, 4.1 require PLD to comply with the Community Benefits under the New Central Ground Lease, including the CEQA Standards Conditions of Approval and Mitigation Monitoring and Reporting Program ("SCA/MMRPs"). Section 37.6 and Exhibit 37.6 of the New Central Gateway Ground Lease set forth the actual requirements of the Community Benefits package, which is broken into (i) Construction Jobs Policy for Vertical Construction; (ii) Construction Jobs Policy for Public Improvements; (iii) Operations Jobs Policy; and (iv) SCA/MMRPs. As evidenced with the building permit issuance, PLD has complied with all design SCA / MMRP's.

During the construction process, PLD has complied with all conditions of approval per the permits, the LDDA and the Lease. The Construction Jobs Policy, as included in Section 37.6 of the Ground Lease for the New Central Gateway Lease Area, includes the following requirements that apply to PLD:

- The Developer shall include the Construction Jobs Policy for Vertical Construction, as a material term of all contracts under which construction of the Initial Improvements and Additional Improvements ("Vertical Construction") may occur, and shall itself comply with terms of such Policy. Inclusion of said Policy in all relevant contracts, and compliance with applicable terms of such policy by Developer, will fully satisfy the Developer's obligation with regard to such Policy.
- Prior to commencement of construction, Developer shall demonstrate to City that either: 1. Developer has entered into a Project Labor Agreement (PLA) with the Alameda County Building Trades Council for the Vertical Construction of the applicable lease area, or 2. Developer has used commercially reasonable efforts to enter into a PLA as described above.

PLD hereby certifies that it has included the Construction Jobs Policy for Vertical Construction as a part of all contracts for Initial and Additional Improvements. There were no improvements constructed during the reporting year 2023-2024. Furthermore, PLD has entered into a PLA with the Alameda County Building Trades Council, as executed in 2017 (**Exhibit G – Project Labor Agreement**). Therefore, PLD has complied with all applicable requirements related to the Construction Jobs Policy for the New Central Gateway Lease Area.

Further, PLD is in full compliance with the requirements of the Operations Jobs Policy. DA §4.1 states that, "During such portion of the Term that the LDDA is in effect for any Phase, Developer shall comply with the Community Benefit requirements set forth in Article IV of the



LDDA for such Phase. During such portion of the Term that a Ground Lease is in effect for any Phase, Developer shall comply with the Community Benefit requirements set forth in Section 37.6 of the applicable Ground Lease for such Phase. In addition, the parties hereby agree to amend the Construction Jobs Policy for the Public Improvements to require weekly compliance reporting through the website proposed by the California Capital & Investments Group, Inc.” Section 37.6 of the Ground Lease includes the following Operations Jobs Policy requirements, as included in Exhibit 37.6:

- Developer shall ensure that any contract under which an On-Site Job, as defined in the Operations Jobs Policy, may be performed include the Operations Jobs Policy. Inclusion of such Policy in all relevant leases and contracts, and compliance with such Policy by the Developer, will fully meet the Developer obligation.
- Developer shall require compliance with the City Living Wage Ordinance for On-Site Jobs, in accordance with the terms of the Operations Jobs Policy
- Developer shall comply, and require its subtenants to comply with the City Equal Benefits Policy, except where such application would be inconsistent with the terms or conditions of a grant or a contract with an agency of the United States or the State of California
- Developer shall pay, at the time of each building permit application, the Jobs/Housing Impact Fee imposed pursuant to Council Ordinance 12422 to support the West Oakland Jobs Center
- Developer shall establish a Community Area Maintenance fee equal to \$0.005/month per leasable square foot of building space and pay annual fee into fund to support the Jobs Center. The annual fee shall increase consistent with the Ground Lease CPI Structure.

PLD is in compliance with the above requirements. PLD has included the Operational Jobs Policy in all relevant leases and contracts in the reporting period. Relevant contracts and leases in the reporting period for the New Central Gateway Ground Lease include the active lease with Custom Goods. The lease contract includes copies of the Operational Jobs Policy. Subtenants at the OAB are required to comply with the City Equal Benefits Policy, which is also included as a stipulation in the applicable lease agreements. Furthermore, PLD has paid the required fees to support the West Oakland Jobs Center, as outlined in the requirements listed above. Therefore, PLD hereby attests that it is in compliance with the Operational Jobs Policy requirement for this Lease Area and has fully met its obligation under the DA for this reporting period.

Thus, PLD is in substantial good faith compliance with all requirements.

Additional Notes: Because Custom Goods has ceased operations in the New Central Gateway and vacated the building as of June 2024, a 2023 – 2024 compliance reporting was not prepared for Custom Goods. As of this writing, the New Central Gateway building is on the market for sublease. ConGlobal is currently subleasing the shipping container yard that was previously leased to Custom Goods.

Furthermore, PLD is currently working with the City on a Master Operation Air Quality Plan for Best Bay Logistics and all future tenants that will facilitate the timely submittal and review of individual tenants' operational air quality plans. Once Best Bay Logistics' Addendum to the Master Operation Air Quality Plan has been approved, PLD will begin reporting their compliance with their Operation Air Quality requirements in year 2024 – 2025.

Insurance. DA§ 5.4 and Section 14.1 of the New Central Gateway Ground Lease require PLD to carry insurance of the types and in the amounts expressly set forth in Exhibit 14.1 of the PLD Ground Lease. From the date the PLD Ground Lease was executed, PLD has maintained insurance for the New Central Gateway lease area as required by the New Central Gateway Ground Lease. Thus, PLD is in substantial good faith compliance with its insurance obligations under the DA. Insurance certificate is attached hereto as **Exhibit D – Insurance Certificate.**

#### B. No Events of Default or Noncompliance

DA § 8.2 requires the City or PLD to give written notice of any noncompliance with the DA to the non-complying party with a thirty (30) day cure period. Such notice must specify in reasonable detail the grounds for the noncompliance and all facts demonstrating the noncompliance.

With the approval of the Master Operation Air Quality Plan and Best Bay Logistics' Addendum to this Plan, PLD will be compliant with the DA. To date, neither the Developer nor PLD have received any other written notice of noncompliance with the DA from the City regarding the New Central Gateway.

#### East Gateway Lease Area (CE-2)

Regarding the East Gateway ground lease referred to as CE-2, there has been substantial, good faith compliance with the DA as follows:

##### A. General Requirements Under the Development Agreement

On May 24, 2018, Prologis Mesquite, LLC, a Delaware limited liability company ("PLD") and the City entered into Army Base Gateway Redevelopment Project Ground Lease for CE-2 with the City (the "CE-2 Ground Lease"), whereby the City leased to PLD and PLD leased from the City that certain real property known as the CE-2. Consequently, through the CE-2 Ground Lease, the DA requires PLD to meet the following requirements:

Minimum Project. DA§ 3.3 requires PLD to "develop the Private Improvements for each Phase of the Project in accordance with the 'Minimum Project' description, scope, schedule and sequencing set forth in the Ground Lease for each Phase."

Paragraph 6.1.1.1 of the Army Base Gateway Redevelopment Project Ground Lease for CE-2 Lease Area between The City of Oakland and Prologis Mesquite, LLC ("CE-2 Lease") states that the Initial Milestone of 52,127 square feet of improvements and must commence within the first year. Further, the CE-2 Lease Paragraph 6.1.1.2 Second Milestone is, in the aggregate, 85,856 square feet of improvements not later than the date that is four (4) years after the date of the issuance of the First Building Permit. CE-2 Lease Paragraph 6.1.1.3 Third Milestone requires 111,920 square feet of improvements in the aggregate no later than the date which is six (6) years after the date of the First Building Permit. Finally, the CE-2 Lease Paragraph 6.1.1.4 Fourth Milestone Date requires commencement, in the aggregate, of 153,315 square feet of improvements not later than the date that is eight (8) years after the date of the issuance of the First Building Permit. The date of the First Building Permit is June 28, 2018. The Third Milestone occurred on June 28, 2024, and the Fourth Milestone will occur on June 28, 2026. The current build out status of the lease area is provided below:

PLD immediately pulled building permits and began construction of a 232,785 square foot logistics building and its construction is complete. In doing so, PLD has exceeded the Minimum Project build out and will be using any "excess" square footage from this build out to offset any potential future shortfall per the terms of the lease. PLD is in full compliance with regards to the Minimum Project requirement and reserves its rights under the lease for any "excess" square footage over the minimum build.

PLD is in full compliance with regards to the Minimum Project requirement as follows.

Commenced Improvements:	232,785
Less: Second Milestone (Paragraph 6.1.1.2):	<u>(111,920)</u>
Total Excess Square Footage:	<u>120,865</u>

Community Benefits. DA§§ 3.8.1, 4.1 require PLD to comply with the Community Benefits under the CE-2 Ground Lease, including the CEQA Standards Conditions of Approval and Mitigation Monitoring and Reporting Program ("SCA/MMRPs"). Section 37.6 and Exhibit 37.6 of the CE-2 Ground Lease set forth the actual requirements of the Community Benefits package, which is broken into (i) Construction Jobs Policy for Vertical Construction; (ii) Construction Jobs Policy for Public Improvements; (iii) Operations Jobs Policy; and (iv) SCA/MMRPs. As evidenced with the building permit issuance, PLD has complied with all design SCA / MMRP's. During the construction process, PLD has complied with all conditions of approval per the permits, the LDDA and the Lease.

Further, PLD is in full compliance with the requirements of the Operations Jobs Policy. DA §4.1 states that, “During such portion of the Term that the LDDA is in effect for any Phase, Developer shall comply with the Community Benefit requirements set forth in Article IV of the LDDA for such Phase. During such portion of the Term that a Ground Lease is in effect for any Phase, Developer shall comply with the Community Benefit requirements set forth in Section 37.6 of the applicable Ground Lease for such Phase. In addition, the parties hereby agree to amend the Construction Jobs Policy for the Public Improvements to require weekly compliance reporting through the website proposed by the California Capital & Investments Group, Inc.” Section 37.6 of the Ground Lease includes the following Operations Jobs Policy requirements, as included in Exhibit 37.6:

- Developer shall ensure that any contract under which an On-Site Job, as defined in the Operations Jobs Policy, may be performed include the Operations Jobs Policy. Inclusion of such Policy in all relevant leases and contracts, and compliance with such Policy by the Developer, will fully meet the Developer obligation.
- Developer shall require compliance with the City Living Wage Ordinance for On-Site Jobs, in accordance with the terms of the Operations Jobs Policy
- Developer shall comply, and require its subtenants to comply with the City Equal Benefits Policy, except where such application would be inconsistent with the terms or conditions of a grant or a contract with an agency of the United States or the State of California
- Developer shall pay, at the time of each building permit application, the Jobs/Housing Impact Fee imposed pursuant to Council Ordinance 12422 to support the West Oakland Jobs Center
- Developer shall establish a Community Area Maintenance fee equal to \$0.005/month per leasable square foot of building space and pay annual fee into fund to support the Jobs Center. The annual fee shall increase consistent with the Ground Lease CPI Structure.

PLD is in compliance with the above requirements. PLD has included the Operational Jobs Policy in all relevant leases and contracts in the reporting period. Relevant contracts and leases in the reporting period for the East Gateway Lease Area (CE-2) include the active lease with the Good Eggs Fulfilment Center (Good Eggs). The lease contract includes copies of the Operational Jobs Policy. Subtenants at the OAB are required to comply with the City Equal Benefits Policy, which is also included as a stipulation in the applicable lease agreements. Furthermore, PLD has paid the required fees to support the West Oakland Jobs Center, as outlined in the requirements listed above. Therefore, PLD hereby attests that it is in compliance with the Operational Jobs Policy requirement for this Lease Area and has fully met its obligation under the DA for this reporting period.

PLD is in substantial good faith compliance with all requirements. Supporting documents for compliance are attached hereto as **Exhibit B – Good Eggs Compliance Documentation**.

Additional Notes: As of October 2023, SHIFT is no longer operating within CE-2. Therefore, a 2023 – 2024 compliance reporting was not prepared for SHIFT.

*Insurance.* DA § 5.4 and Section 14.1 of the CE-2 Ground Lease require PLD to carry insurance of the types and in the amounts expressly set forth in Exhibit 14.1 of the PLD Ground Lease. From the date the PLD Ground Lease was executed, PLD has maintained insurance for the CE-2 lease area as required by the CE-2 Ground Lease. Thus, PLD is in substantial good faith compliance with its insurance obligations under the DA. Insurance certificate is attached hereto as **Exhibit D – Insurance Certificate**.

B. No Events of Default or Noncompliance

DA § 8.2 requires the City or PLD to give written notice of any noncompliance with the DA to the non-complying party with a thirty (30) day cure period. Such notice must specify in reasonable detail the grounds for the noncompliance and all facts demonstrating the noncompliance.

To date, neither the Developer nor PLD have received any written notice of noncompliance with the DA from the City regarding CE-2. PLD is not aware of any other action on its behalf that would demonstrate bad faith compliance or noncompliance with the DA.

### MH-1 Lease Area (MH-1)

Regarding the MH-1 Lease Area, there has been substantial, good faith compliance with the DA as follows:

#### A. General Requirements Under the Development Agreement

On August 8, 2019, Prologis LP, a Delaware limited liability company ("PLD") and the City entered into an Assignment and Assumption Agreement for MH-1 Lease Area with the City (the "MH-1 Ground Lease"), whereby the CCIG assigned all of its rights and obligations to PLD for that certain real property known as MH-1. Consequently, through the MH-1 Ground Lease, the DA requires PLD to meet the following requirements:

Minimum Project. requires PLD to "develop the Private Improvements for each Phase of the Project in accordance with the 'Minimum Project' description, scope, schedule and sequencing set forth in the Ground Lease for each Phase."

Paragraph 6.1.1.1 of the MH-1 Ground Lease, as modified by the First Amendment, states that the Initial Milestone of 50,916 square feet of improvements and must commence by the Minimum Project Schedule Commencement Date, defined as the earlier of (a) the date that is one (1) year after the Temporary Bypass Road Easement Termination Date, or (b) the date of the issuance of the first Building Permit for any Improvement at the Premises during the Term (excluding any Building Permits related to the rail improvements or any RIP/Loco Rail Maintenance Facility or the relocation or renovation of any portion of the Retained Caltrans Improvements). The City noted during the 2019-2020 Compliance period, that the Initial Milestone date occurred on June 17, 2020, per condition (a) one (1) year after the temporary bypass road easement termination date, which occurred on June 17, 2019.

Further, the MH-1 Lease Paragraph 6.1.1.2 Second Milestone Date is, in the aggregate, 93,346 square feet of improvements not later than the date that is four (4) years after the Minimum Project Schedule Commencement Date. MH-1 Lease Paragraph 6.1.1.3 Third Milestone requires 118,804 square feet of improvements in the aggregate no later than the date which is six (6) years after the date of the Minimum Project Schedule Commencement Date. Finally, the MH-1 Lease Paragraph 6.1.1.4 Fourth Milestone Date requires commencement, in the aggregate, of 160,000 square feet of improvements not later than the date that is eight (8) years after the date of the issuance of the Minimum Project Schedule Commencement Date. For the report year 2023-2024, the corresponding milestone to be met is the Third Milestone by June 17, 2025.

PLD is in full compliance with regards to the Minimum Project requirement and reserves its rights under the lease for any “excess” square footage over the minimum build. As of the date of this letter, PLD’s “excess” square footage is calculated as follows:

Commenced Improvements:	0
Less: Third Milestone (Paragraph 6.1.1.2):	<u>(118,804)</u>
Total Excess Square Footage:	(118,804)

On September 23, 2023, Prologis and the City reached an agreement on the aggregate minimum build requirement for all four Prologis leases (CE-1, CE-2, NCGW, and MH-1), which is, taken into account all the improvements constructed to date, a remaining 56,286 square feet to be constructed by January 1, 2057.

Community Benefits. DA §§ 3.8.1, 4.1 require PLD to comply with the Community Benefits under the CE-1 Ground Lease, including the CEQA Standards Conditions of Approval and Mitigation Monitoring and Reporting Program ("SCA/MMRPs"). Section 37.6 and Exhibit 37.6 of the MH-1 Ground Lease set forth the actual requirements of the Community Benefits package, which is broken into (i) Construction Jobs Policy for Vertical Construction; (ii) Construction Jobs Policy for Public Improvements; (iii) Operations Jobs Policy; and (iv) SCA/MMRPs. There was no active construction or related contracts in the MH-1 Lease Area during this reporting period. Therefore, Prologis has complied with all applicable requirements related to the Construction Jobs Policy for the MH-1 Lease Area during this reporting period. Further, during the proceeding construction process, as demonstrated in prior DA compliance reports, PLD has complied with all conditions of approval per the permits, the LDDA and the Lease.

Further, PLD is in full compliance with the requirements of the Operations Jobs Policy. DA §4.1 states that, “During such portion of the Term that the LDDA is in effect for any Phase, Developer shall comply with the Community Benefit requirements set forth in Article IV of the LDDA for such Phase. During such portion of the Term that a Ground Lease is in effect for any Phase, Developer shall comply with the Community Benefit requirements set forth in Section 37.6 of the applicable Ground Lease for such Phase. In addition, the parties hereby agree to amend the Construction Jobs Policy for the Public Improvements to require weekly compliance reporting through the website proposed by the California Capital & Investments Group, Inc.” Section 37.6 of the Ground Lease includes the following Operations Jobs Policy requirements, as included in Exhibit 37.6:

- Developer shall ensure that any contract under which an On-Site Job, as defined in the Operations Jobs Policy, may be performed include the Operations Jobs Policy. Inclusion of such Policy in all relevant leases and contracts, and compliance with such Policy by the Developer, will fully meet the Developer obligation.



- Developer shall require compliance with the City Living Wage Ordinance for On-Site Jobs, in accordance with the terms of the Operations Jobs Policy
- Developer shall comply, and require its subtenants to comply with the City Equal Benefits Policy, except where such application would be inconsistent with the terms or conditions of a grant or a contract with an agency of the United States or the State of California
- Developer shall pay, at the time of each building permit application, the Jobs/Housing Impact Fee imposed pursuant to Council Ordinance 12422 to support the West Oakland Jobs Center
- Developer shall establish a Community Area Maintenance fee equal to \$0.005/month per leasable square foot of building space and pay annual fee into fund to support the Jobs Center. The annual fee shall increase consistent with the Ground Lease CPI Structure.

PLD is in compliance with the above requirements. PLD has included the Operational Jobs Policy in all relevant leases and contracts in the reporting period. Relevant contracts and leases in the reporting period for the MH-1 Lease Area includes the active lease with Conglobal. This lease contract includes copies of the Operational Jobs Policy. Subtenants at the OAB are required to comply with the City Equal Benefits Policy, which is also included as a stipulation in the applicable lease agreements. Furthermore, PLD has paid the required fees to support the West Oakland Jobs Center, as outlined in the requirements listed above. Therefore, PLD hereby attests that it is in compliance with the Operational Jobs Policy requirement for this Lease Area and has fully met its obligation under the DA for this reporting period.

Thus, PLD is in substantial good faith compliance with all requirements. Supporting documents for compliance are attached hereto as **Exhibit C – Conglobal Compliance Documentation**.

Insurance. DA§ 5.4 and Section 14.1 of the MH-1 Ground Lease require PLD to carry insurance of the types and in the amounts expressly set forth in Exhibit 14.1 of the PLD Ground Lease. From the date the PLD Ground Lease was executed, PLD has maintained insurance for the MH-1 lease area as required by the MH-1 Ground Lease. Thus, PLD is in substantial good faith compliance with its insurance obligations under the DA. Insurance certificate is attached hereto as **Exhibit D – Insurance Certificate**.

#### B. No Events of Default or Noncompliance

DA § 8.2 requires the City or PLD to give written notice of any noncompliance with the DA to the non-complying party with a thirty (30) day cure period. Such notice must specify in reasonable detail the grounds for the noncompliance and all facts demonstrating the noncompliance.



To date, neither the Developer nor PLD have received any written notice of noncompliance with the DA from the City regarding MH-1. PLD is not aware of any other action on its behalf that would demonstrate bad faith compliance or noncompliance with the DA.

In conclusion, PLD is in good faith compliance with the DA on all lease areas. Please feel free to contact us upon your review should you have any questions or require further information.

Formal written communication with Prologis Mesquite is as follows:

Prologis Mesquite, LLC  
Attention: Mark Hansen  
Pier 1, Bay 1  
San Francisco, CA 94111  
Telephone: 415-733-9480  
Email: [Mhansen@prologis.com](mailto:Mhansen@prologis.com)

Prologis Mesquite, LLC  
Attention: Managing Director, Capital Deployment  
Pier 1, Bay 1  
San Francisco, CA 94111  
Telephone: 415-394-9000

Prologis  
Attention: Stephen Schorr, Senior Property Manager  
3353 Gateway Blvd.  
Fremont, CA 94538

With copy to:

Prologis  
Attention: General Counsel  
1800 Wazee Street, Suite 500  
Denver, CO 80202  
Facsimile: 303-567-5761  
Telephone: 303-567-5000

Prologis  
Attention: Bill Rose, VP - Development Officer  
3353 Gateway Blvd  
Fremont, CA 94538  
Telephone: 415-733-9556  
Email: [wrose@prologis.com](mailto:wrose@prologis.com)

Prologis  
Attention: Oakland Land Association Manager  
3353 Gateway Blvd Fremont,  
CA 94538  
Telephone: 510-661-4060



As always, you can reach out to myself on my cell at 415-517-4459 or by email at [wrose@prologis.com](mailto:wrose@prologis.com).

With gratitude,

*Bill Rose*

Bill Rose (Jul 24, 2024 13:14 PDT)

Bill Rose  
VP, Development Officer - Entitlement  
Prologis  
Cell: 415-517-4459  
Email: [wrose@prologis.com](mailto:wrose@prologis.com)

## Exhibit A

### 2024 PODS Annual Compliance Report

## Exhibit A - 2024 PODS Annual Compliance Report

Updated July 15, 2024

Oakland Global Logistics Center – 55-75 Admiral Robert Toney Way, Oakland, CA  
Site CE-1, East Gateway Parcel

This 2024 Annual Compliance Report (2024 Report) serves as the basis for demonstrating compliance with the applicable requirements contained in the 2012 Initial Study (IS)/Addendum for the Oakland Army Base (OAB) Project Standard Conditions of Approval/Mitigation Monitoring and Reporting Program (SCA/MMRP) for the Portable On Demand Storage (PODS) Facility (tenant). PODS has a lease with Prologis to occupy the entirety of the warehouse (256,136 square feet) located at 55-75 Admiral Robert Toney Way, Oakland, CA, also referred to as CE-1. This 2023 Report provides an overview of tenant operations occurring in the annual compliance reporting period from July 2023 through June 2024.

PODS is a nation-wide company which moves goods in portable storage units. Such units are delivered by truck to homes and businesses where they are filled with personal or business belongings, are then picked up again by truck for storage in the PODS warehouse (or outdoor storage around the warehouse) before the storage unit is moved to the location requested by the client. The storage units are warehoused for a short or long duration, and per the client's needs are removed from the warehouse for delivery to a local or national destination. This building is not a refrigerated/cold storage warehouse. PODS uses the entire warehouse and portions of the parking area for storage of portable storage units.

Per SCA/MMRP Mitigation PO-1, the Air Quality Plan for Operation of the PODS Facility (Plan) was developed through a public process and approved by the City of Oakland (City) in 2018. The Plan demonstrates how the tenant will implement clean air measures at the Oakland site to fulfil the SCA/MMRP requirements. The Plan contains the following components, with the SCA/MMRP Mitigation Measure (MM) that each element addresses shown in parenthesis:

- 4.1) Truck and Equipment Diesel Emission Reduction (MM 4.4-4)
- 4.2) Encourage, Lobby, and Participate in Emission Reduction Demonstration Projects (MM 5.4-1)
- 4.3) Technology Review Program (MM 4.4-4)
- 4.4) Sustainable Design and Construction (SCA TRANS-1, MM 4.4-6)
- 4.5) Transportation Control Measures and Parking/Transportation Demand Management (SCA TRANS-1, MM 4.4-5)
- 4.6) Quantification of Diesel Emissions (MM 4.4-4)

The table below summarizes the required elements that were included in the Plan, the method of compliance, and the required dates of compliance for each element.

**Table 1: Custom Goods Air Quality Plan Elements Implementation Summary**

ID	Description of Plan Element	Compliance Method/Description	Required Date of Compliance
<b>4.1 Truck /Equipment Diesel Emission Reduction</b>			
4.1.1	On Road Trucks	[provide truck fleet compliance certificate]	Prior to occupancy and upon audit

ID	Description of Plan Element	Compliance Method/Description	Required Date of Compliance
4.1.2	– Drayage Trucks	[provide truck or truck fleet compliance certificate]	If operations change such that drayage trucks are used
4.1.3	– Trucks with TRU’s	N.A.	N.A.
4.1.4	– Idling Rules for trucks	[provide idling policy signage]	Prior to occupancy
4.1.5	– Dock Management	[provide a plan to monitor truck deliveries and potential queuing]	Prior to occupancy
4.1.6	– Compliance with Truck Routes and Truck Management Plan	Provide information to truck drivers who serve this facility	Continuous
4.1.7	– CARB Compliance	[provide fleet info]	Continuous
4.1.8	– Off Road Equipment	[provide off-road equipment fleet info; participate in CARB DOORS program]	Prior to occupancy and upon audit.
4.1.9	– Idling Rules for off-road equipment	[provide idling policy signage]	Prior to occupancy
<b>4.2 Demonstration Projects</b>			
4.2.1-4	– Demo Projects Participation	[provide any demonstration projects]	On-going with documentation upon audit
<b>4.3 Technology Review</b>			
4.3.1-3	– Technology Review Program	[provide technology review every three years]	Every three years continuously, last technology review approved in January 2023.
<b>4.4 Sustainable Design</b>			
4.4.1	– LEED Gold components	[show on building permit plans]	With building permit for tenant improvements
4.4.2	– Title 24 Compliance	[show on building permit plans]	With building permit for tenant improvements
4.4.3	– Renewable Energy	[if proposed, describe solar PV or other onsite renewable energy system – how many kW, expected generation]	If proposed
<b>4.5 Transportation Control Measures</b>			
4.5.1	– Transp. Control measures	[show on building permit plans]	With building permit plans
4.5.2	– Fund Fair Share Programs	[City to assess fair share once program is finalized]	Prior to issuance of the permanent certificate of occupancy or upon finalization of Fair Share program by the City
4.3.2	– Parking/TDM Program	[provide a plan to reduce employee single-driver traffic]	Prior to issuance of permanent certificate of occupancy
<b>4.6</b>	<b>Quantifications of Diesel Emissions</b>		

ID	Description of Plan Element	Compliance Method/Description	Required Date of Compliance
4.6.1:	Quantification of emissions	[provide estimate of emissions]	Prior to occupancy
4.6.2:	Compare cumulative emissions to CEQA Threshold of Significance	[provide update of emissions estimate when requested by City]	When needed based on development of other permanent/long-term facilities at the OAB
4.6.3:	Participation in off-set program or other emission reduction measures, if required.		Same as 4.6.2

This report provides proof of compliance for measures that are required to be implemented on an ongoing/continuous basis, or where compliance is required to be demonstrated upon audit. Measures where proof of compliance was required to be verified during the building permit application or prior to occupancy have already been reviewed and verified by the City, as required as a part of the permitting process. Numbering in the following sections corresponds to the numbering conventions used in the Plan, as outlined in the table above.

From 2019 - 2023, PODS had subleased a portion of the building at the site to the subtenant, R&A Trucking. R&A is no longer a subtenant of PODS.

#### 4.1 Truck and Equipment Diesel Emission Reduction

**4.1.1 On Road Trucks:** The tenant’s on-road fleet of trucks is provided in the table below. An example of a typical on-road truck in-use at the operation is shown in Figure 1, below.

**Table 2: On-Road Vehicles in PODS Fleet at Oakland Global Logistics Center (2023)**

Vehicle Number	Vehicle Type	Make (Model)	Model Year	Engine Year	License Plate #	Fuel Type
1	Flatbed Truck	Freightliner (M2 106)	2018	2018	A945HR	Diesel with Original PM Filter
2	Flatbed Truck	Peterbilt (337)	2022	2021	H015HT	Diesel with Original PM Filter
3	Flatbed Truck	Freightliner (M2 106)	2018	2018	6654TE2	Diesel with Original PM Filter
4	Flatbed Truck	Freightliner (M2 106)	2017	2017	E196HT	Diesel with Original PM Filter
5	Flatbed Truck	Freightliner (M2 106)	2017	2017	E065HT	Diesel with Original PM Filter
6	Flatbed Truck	Freightliner (M2 106)	2017	2017	E017HT	Diesel with Original PM Filter
7	Flatbed Truck	Freightliner (M2)	2015	2015	G430HT	Diesel

Vehicle Number	Vehicle Type	Make (Model)	Model Year	Engine Year	License Plate #	Fuel Type
8	Flatbed Truck	Freightliner (M2 106)	2017	2017	E197HT	Diesel with Original PM Filter
9	Flatbed Truck	International (MV607)	2020	2019	4790Y2	Diesel with Original PM Filter

**Figure 1: Examples of PODS On-Road Flatbed Trucks**



PODS also contracts with National Distribution Centers, LLC (NDC) for long-haul transportation. NDC moves the PODS containers from storage center to storage center across the US and Canada. NDC trucks typically arrive at the local storage centers, such as the CE-1 Warehouse, and are unloaded and loaded with containers and leave on their route. They do not make local deliveries and do not travel with PODzillas.

**4.1.2 Drayage Trucks:** As of the date of this report, no drayage trucks are in operation at the tenant site.

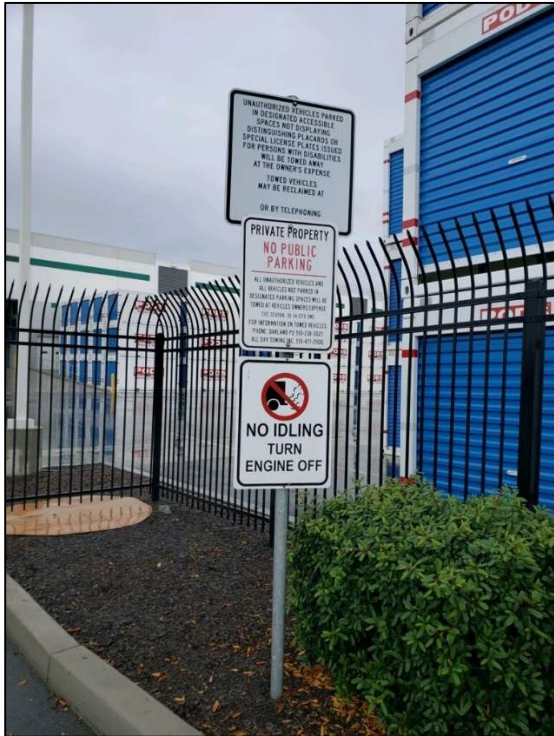
**4.1.5 Dock Management:** Per Measure 4.1.5, a dock management or loading/unloading system needs to be developed and implemented for delivery requirements to ensure: (1) truck idling times do not exceed 2 minutes when the trucks are on-site, (2) electric capable TRU’s are plugged in, and (3) on-site TRU diesel engine runtime be limited to 15 minutes.

PODS does not experience queuing at the site, unlike typical cargo or freight-handling facilities. “We have both local delivery trucks and inter-franchise (IF) trucks (for longer moves). Our local trucks have an idle shut-off time that is monitored by Ryder. This idle shut-off is set at 2 minutes for the fleet of trucks that operates out of the Oakland PODS site, and the truck is programmed to automatically shut-off the truck engine after 2 minutes of idling, ensuring compliance with this measure.” As described by the tenant, the average daily trips for PODS trucks is 4.05 trips and for IF trucks is 4.22 trips. PODS has a “no idling” sign posted at the site, as shown on Figure 2 below. “Local trucks can only hold one of our largest sized containers. The inter-franchise

trucks can hold 3-4 depending on their sizes. A forklift is used to load and unload containers from these trucks at our storage centers. A PODzilla is used at a customer’s property; it is not used to load and unload containers at our storage facilities. As trucks come in, they are loaded/unloaded and then they will leave on their route. Furthermore, PODS has implemented a driver’s training course, including hand-outs and established policies, to ensure that drivers operating out of the PODS site are aware of, and follow, the anti-idling policies established at the Oakland site.”

As truck idling times do not exceed 2 minutes on-site, and there are no TRU’s in operation at the site, PODS is in compliance with this requirement through the operation of the current loading/unloading system. As shown on Figure 2 below, “No Idling” signage is posted at the site for drivers accessing the site.

**Figure 2. No Idling Signage**



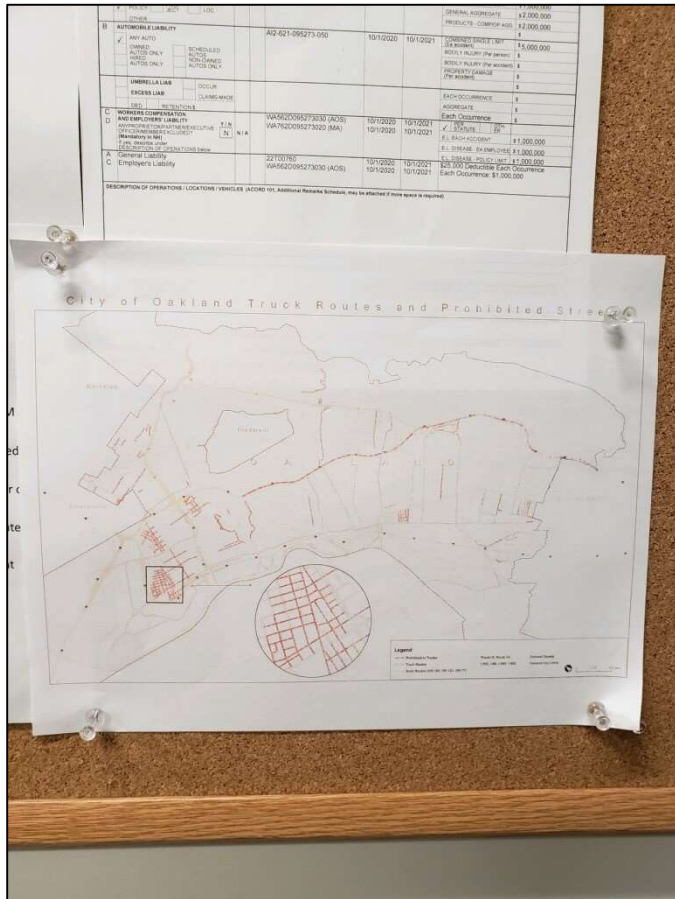
**4.1.6 Compliance with Truck Routes and West Oakland Truck Management Plan: All trucks serving the PODS warehouse must use designated truck routes to arrive and depart from the building and throughout circulation in the city of Oakland. Additionally, such trucks shall comply with the West Oakland Truck Management Plan, upon its approval, or with other City-approved truck regulations in effect at the time of operation of the truck serving this tenancy.**

PODS staff follow established truck routes, and PODS notifies contracted drivers about the truck route requirements. There are signs posted in the PODS facility (Figure 3) indicating the approved truck routes, and training is provided by PODS to the drivers about the approved truck routes and prohibited streets. PODS also takes into account allowed/prohibited streets when



reviewing and approving orders, and will not process an order that is in a prohibited area where trucks are not allowed.

**Figure 2: City of Oakland Truck Routes and Prohibited Streets As Posted by PODS**



**4.1.7 CARB Compliance: Compliance with applicable air quality regulations for commercial trucks and vans is required, including the CARB Tractor-Trailer Greenhouse Gas Reduction Regulation, Periodic Smoke Inspection Program, Statewide Truck and Bus Regulation, or Drayage Regulation. All truck fleets owned by PODS, or under contract with PODS to provide delivery services to/from this warehouse, need to provide proof of compliance through CARB certificates of compliance or copies of annual smoke test results.**

Tractor-Trailer Greenhouse Gas Reduction Regulation applies to 53-foot or longer box-type trailers older than model year 2014. Per PODS’ truck fleet table above, PODS does not have trucks that trigger this requirement.

Please see Appendix A to this Exhibit for a record of PODS’ Clean Truck Check-Vehicle Inspection System (CTC-VTS) which shows PODS’ fleet is compliant with the ARB Heavy-Duty Vehicle Inspection and Maintenance (HD I/M) also known as Clean Truck Check, as well as the Clean Truck Check periodic testing requirements previously known as Periodic Smoke Inspection Program.

Appendix B contains the CARB Truck and Bus Regulation Certificate of Compliance for PODS.

**4.1.8 Off Road Equipment:** Off-road equipment over 25 horsepower, including but not limited to yard equipment, exterior forklifts and the Podzilla machine used to move the pods, shall be near-zero or zero emission equipment. This includes Tier 4i or Tier 4 diesel equipment (or equivalent if Tier system is not applicable to a particular piece of equipment); such equipment can also be electric, propane, bio-diesel, unleaded gasoline and alternative-fueled equipment. Indoor off-road equipment including but not limited to interior forklifts, scissor lifts and reach trucks shall be electric, propane, unleaded gasoline or alternative-fueled equipment.

PODS shall submit an equipment list of all off-road equipment to be used both indoors and outdoors to demonstrate that zero and near-zero emission (including Tier 4 or 4i diesel equipment or equivalent) equipment, or electric, propane, bio-diesel, unleaded gasoline or alternative-fueled equipment will be used during operations.

PODS is encouraged to use electric or alternative-fueled off-road equipment and to participate in pilot programs, grant funding and vouchers from the BAAQMD for electric and alternative fuel off-road equipment. All off-road equipment shall be properly serviced and maintained throughout the life of the equipment. Compliance with all applicable CARB regulations for off-road diesel equipment used at this site is required, including but not limited to the Diesel Off-Road Online Reporting System (DOORS) and the Equipment Identification Number (EIN).

The PODS CE-1 warehouse off-road equipment fleet is provided in the table below, and examples of the off-road equipment utilized on-site are provided in the figure below.

**Table 3: 2022 PODS Off-Road Equipment Fleet**

Vehicle Serial Number	Vehicle Type	Make (Model)	Model Year	Fuel Type
C909V01540R	Forklift	Yale (GLP175VX)	2017	Propane
C909V01596S	Forklift	Yale (GLP175VX)	2018	Propane
C909V01641T	Forklift	Yale (GLP175VX)	2019	Propane

**Figure 4: Yale Forklift at CE-1 Warehouse**

In addition to the above forklifts, specialized loading/unloading equipment, called PODzillas, are a part of the PODS fleet, but are utilized off-site for deliveries and pick-ups of the PODS storage units. PODzillas may be started at the Oakland site to facilitate occasionally transferring the PODzilla unit from one truck to another, but this is not typical, and the PODzilla units are not otherwise utilized in operations at the Oakland PODS site. Therefore, emissions from these units are minimal. Furthermore, these units are registered and compliant with all CARB regulations. Please reference Appendix C for a copy of PODS Certificate of Compliance with the CARB In-Use Off-Road Diesel-Fueled Fleets regulation.

The CARB EIN for the diesel forklift is WJ5L56. This unit is registered with CARB, and compliant with all applicable regulations and requirements for diesel off-road equipment.

**4.2 Participation in Emissions Reduction Demonstration Projects/Technology Review Program**  
**Per Sections 4.2.1. through 4.2.4, PODS shall evaluate and participate, as feasible, in emission reduction demonstration projects that promote technological advances in improving air quality. Examples of some demonstration projects include but are not limited to: hybrid or electric yard hostlers and fork lifts, biodiesel powered yard equipment, CNG/LNG technology implementation, energy generation via mechanical systems using truck weight to generate electricity. PODS is encouraged to utilize innovative and cleaner technology/equipment from operations in other PODS locations. PODS will provide contact information to the BAAQMD for receipt of information regarding grants, vouchers and other funding opportunities for demonstration opportunities. PODS will report on demonstration projects considered per the Technology Review Program.**

PODS is aware of this requirement and will review any opportunity that is presented as well as pursue opportunities to reduce emissions. PODS has provided contact information to the BAAQMD, office of grants and incentives ([grants@baaqmd.gov](mailto:grants@baaqmd.gov)) for receipt of information regarding grants, vouchers, and other funding opportunities for demonstration opportunities. Please see Section 4.3, below, for information regarding the Technology Review Program.

### 4.3 Technology Review Program

Per Sections 4.3.1 – 4.3.3, PODS shall use cleaner technology over time as it becomes more readily available, practical and economically feasible. To accomplish this, PODS shall review new technology every three years and with equipment turnover (prior to acquisition of, or lease of) additional or replacement off-road equipment to see if zero or near-zero equipment is economically feasible and practical.

PODS shall investigate and make part of such analysis, any grant, voucher or other type of program that would help offset cost and/or otherwise make such equipment available, practical and economically feasible.

PODS shall submit such technology review to the City. If the technology review demonstrates that new technology/equipment will be effective in substantially reducing emissions, is available, practical and economically feasible as determined by PODS, then PODS shall implement such technology within 12 months.

Per the requirements of Section 4.3, PODS has submitted a Technology Review to the City of Oakland, has been approved by the City as of January 10, 2023. If the results of future technology reviews demonstrates that new technology/equipment will be effective in substantially reducing emissions, is available, practical, and economically feasible as determined by PODS, then PODS shall implement such technology within 12 months, as required.

#### 4.5.3 PODS needs to prepare and implement a Parking and Transportation Demand Management Plan per SCA TRANS-1, as applicable and consistent with the number of on-site employees, with the goal of reducing drive-alone commute trips during peak traffic periods.

To support continued compliance for this measure, the following information is provided:

- Total number of employees at warehouse: 11 total employees
- Number of shifts: One Shift
- Timing of shifts: 0630 – 20:00

PODS currently has 11 full and/or part time employees at this site working in the office and the warehouse and drivers for local trucks, with the site in operation one shift per day from 6:30 am to 6 pm. PODS implements shift start and end times that are not at peak-hours to further reduce congestion related to employee commuting to the site. Secure bicycle parking is available on site. Additionally, PODS is aware of and, as applicable, compliant with the Bay Area Commuter Benefits Program administered by the Bay Area Air Quality Management District (BAAQMD) which applies to all employers with a specified number of employees working within the geographic boundaries of the BAAQMD air district. Please refer to BAAQMD Regulation 14, Rule 1 for more details.

## Exhibit B

2024 Good Eggs Annual Compliance Report

## Exhibit B - 2024 Good Eggs Annual Compliance Report

Updated July 15, 2024

Oakland Global Logistics Center – 2000 Maritime Street, Oakland, CA  
Site CE-2, Southeast Gateway Parcel

This 2024 Annual Compliance Report (2024 Report) serves as the basis for demonstrating compliance with the applicable requirements contained in the 2012 Initial Study (IS)/Addendum for the Oakland Army Base (OAB) Project Standard Conditions of Approval/Mitigation Monitoring and Reporting Program (SCA/MMRP) for Good Eggs (tenant). This 2024 Report provides an overview of facility operations occurring in the annual compliance reporting period from July 2023 through June 2024.

Prologis leases a 116,246 square foot portion of the warehouse building known as CE-2 to the tenant, an online grocery and meal kit delivery service that provides fresh local produce, meal kits, grocery staples and beer, wine and spirits. Groceries and meal kits are provided as a same day delivery service. Produce and packaging material are delivered to the facility by local and regional companies using gasoline powered box trucks, vans, cars and some diesel semi-trucks. Electrical outlets at the refrigerated portion of the warehouse provide power to run refrigerated trucks while unloading (rather than running their engines). Staff at the tenant operation utilize manually powered or zero-emissions electric carts for unloading and moving produce and associated material.

Per SCA/MMRP Mitigation PO-1, the Air Quality Plan for Operations of the Good Eggs Fulfillment Center (Plan) was developed through a public process and approved by the City of Oakland in 2019. The Plan demonstrates how the tenant will implement clean air measures at the Oakland site to fulfil the SCA/MMRP requirements. The Plan contains the following components, with the SCA/MMRP Mitigation Measure (MM) that each element addresses shown in parenthesis:

- 4.1) Truck and Equipment Diesel Emission Reduction (MM 4.4-4)
- 4.2) Encourage, Lobby, and Participate in Emission Reduction Demonstration Projects (MM 5.4-1)
- 4.3) Technology Review Program (MM 4.4-4)
- 4.4) Sustainable Design and Construction (MM 4.4-6)
- 4.5) Transportation Control Measures and Parking/Transportation Demand Management (SCA TRANS-1, MM 4.4-5)
- 4.6) Quantification of Diesel Emissions (MM 4.4-4)

The table below summarizes the required elements that were included in the Plan, and the required dates of compliance for each element.

**Table 1: Good Eggs Air Quality Plan Elements Implementation Summary**

ID	Description of Plan Element	Compliance Method/Description	Required Date of Compliance
<b>4.1 T/E Diesel Emission Reduction</b>			
4.1.1	On Road Trucks	[provide truck fleet compliance certificate]	Prior to occupancy and upon audit.
4.1.2	Drayage Trucks	[provide truck or truck fleet compliance certificate]	If operations change such that drayage trucks are used; upon audit.

ID	Description of Plan Element	Compliance Method/Description	Required Date of Compliance
4.1.3-	Trucks with TRU's	N.A.	N.A.
4.1.4 -	Idling Rules	[provide idling policy signage]	Prior to occupancy
4.1.5 -	Dock Management	[provide a plan to monitor truck deliveries and potential queuing]	Prior to occupancy
4.1.7 –	CARB Compliance	[provide fleet info]	Continuous; upon audit.
4.1.8 -	Off Road Equipment	[provide off-road equipment fleet info; participate in CARB DOORS program]	Prior to occupancy and upon audit.
<b>4.2 Sustainable TI Design</b>			
4.2.1 -	LEED Gold Compliance	[reference plan sheets or submittals where LEED Addenda items are shown]	Prior to occupancy
4.2.2 -	Title 24 Compliance	[provide statement on sheet indicating T24 compliance]	Prior to issuance of building permit for TI
4.2.3 -	Renewable Energy	[describe solar PV or other onsite renewable energy system – KW generation]	If proposed, prior to occupancy or per Technology Review
<b>4.3 Transportation Control Measures</b>			
4.3.1 -	Fund Fair Share Program	[City assessed fair share]	Paid by Prologis in full.
4.3.2 -	Parking / TDM Program	[provide a plan to reduce employee single-driver traffic]	Prior to occupancy.
<b>4.4 Demonstration Projects</b>			
4.4.1 –	Demo Project Participation	[provide any demonstration projects]	Continuous
<b>4.5 Technology Review</b>			
4.5.1	Technology Review Program	[provide periodic updates over time]	Continuous
<b>4.6</b>	Quantification of NOx emissions if cumulative threshold exceeded, Tenants and City will meet and discuss other feasible reduction measures to be implemented within an agreed upon time frame.		As needed

This report provides proof of compliance for measures that are required to be implemented on an ongoing/continuous basis or where compliance is required to be demonstrated upon audit. Measures where proof of compliance was required to be verified during the building permit application or prior to occupancy have already been reviewed and verified by the City, as required as a part of the permitting process. Numbering in the following sections corresponds to the numbering conventions used in the Plan, as outlined in the table above.



#### 4.1 Truck and Equipment Diesel Emission Reduction

**4.1.1 On-Road Trucks - All diesel trucks with a gross vehicle weight rating over 14,000 pounds entering the site of this warehouse must comply with the Truck and Bus Regulation of CARB which is in effect at the time of operation of the truck(s).**

Good Eggs no longer has a reefer truck operated at this site.

Outside vendors are contracted to provide deliveries to the Good Eggs site. The trucks utilized by these vendors are certified as being compliant with the Truck and Bus Regulation. A list of vendors and associated CARB certifications will be provided upon request.

**4.1.2 Drayage Trucks - Should Good Eggs receive cargo from the maritime terminals, an intermodal rail yard, or property of the Port of Oakland, the trucks doing so must comply with the Drayage Truck Regulation (DTR) of the California Air Resources Board (CARB) which is in effect at the time of operation of the truck(s). See California Air Resource Board's Drayage Truck Regulation for more details, including truck engine year requirements and truck registry requirements.**

Good Eggs did not utilize drayage trucks as part of its operations during the reporting period and does not plan to receive cargo from drayage trucks in the future. Good Eggs is aware of this requirement and will ensure compliance if drayage trucks are utilized for deliveries in future.

**4.1.3 Trucks with TRU's**

Good Eggs does not use trucks with TRU's.

**4.1.7 CARB Compliance for Trucks - Compliance with applicable air quality regulations for commercial trucks and vans are required including, but not limited to, the CARB Tractor-Trailer Greenhouse Gas Reduction Regulation, Periodic Smoke Inspection Program, Statewide Truck and Bus Regulation or Drayage Regulation. All truck fleets owned by Good Eggs, or under contract with Good Eggs to provide delivery services to/from this warehouse, shall provide proof of compliance through CARB certificates of compliance or copies of annual smoke test results.**

Good Eggs no longer operates the reefer truck at this site. Contracted delivery trucks are verified to be compliant with CARB regulations.

**4.1.8 Off-Road Equipment – Outdoor off-road equipment over 25 horsepower, including but not limited to yard equipment, exterior forklifts and pallet jacks, shall be zero and near-zero emission equipment. This includes Tier 4i or Tier 4 diesel equipment (or equivalent if Tier system is not applicable to a particular piece of equipment). Such equipment can also be electric, propane, bio-diesel, and alternative-fueled equipment. Indoor off-road equipment including but not limited to interior forklifts, scissor lifts, pallet jacks and "order pickers" shall be electric, propane or alternative-fueled equipment.**

Good Eggs shall submit an equipment list of all off-road equipment to be used both indoors and outdoors to demonstrate that zero and near-zero emission (including Tier 4 or 4i diesel equipment or equivalent) equipment, or electric, propane, bio-diesel or alternative-fueled equipment will be used during operations. All off-road equipment shall be properly serviced



**and maintained throughout the life of the equipment. Compliance with all applicable CARB regulations for off-road diesel equipment used at this site is required, including but not limited to the Diesel Off-Road Online Reporting System {DOORS} and the Equipment Identification Number {EIN}.**

Good Eggs utilizes zero-emission, electric off-road equipment at the OAB site and does not have diesel off-road equipment as part of the operation. Good Eggs' current list of battery equipment is provided as Appendix A.

#### 4.2 Participation in Emissions Reduction Demonstration Projects

**Per 4.2, Participation in Emissions Reduction Demonstration Projects, Good Eggs shall evaluate emission reduction demonstration projects that promote technological advances in improving air quality. Examples of some demonstration projects include but not limited to: CNG/LNG trucks energy generation via alternative systems electricity. Good Eggs is encouraged to utilize innovative and cleaner technology/equipment from operations in other Good Eggs locations. Good Eggs will provide contact information to the BAAQMD for receipt of information regarding grants, vouchers and other funding opportunities for demonstration opportunities. Good Eggs will report on demonstration projects considered per the Technology Review Program below.**

Good Eggs is aware of this requirement and will review any opportunity that is presented as well as pursue opportunities to reduce emissions. Good Eggs has provided contact information to the BAAQMD, office of grants and incentives ([grants@baaqmd.gov](mailto:grants@baaqmd.gov)) for receipt of information regarding grants, vouchers, and other funding opportunities for demonstration opportunities. Please see Section 4.3, below, for information regarding the Technology Review Program.

#### 4.3 Technology Review Program

**Per 4.3, Technology Review Program, Good Eggs shall use cleaner technology over time as it becomes more readily available, practical and economically feasible. To accomplish this, Good Eggs shall review new technology every three years and with equipment turnover (prior to acquisition of, or lease of) additional or replacement of Good Eggs fleet trucks or on-site equipment to see if zero or near-zero equipment is economically feasible and practical.**

**Good Eggs shall investigate and make part of such analysis, any grant, voucher or other type of program that would help offset cost and/ or otherwise make such equipment available, practical and economically feasible. Good Eggs shall submit such technology review to the City upon request.**

**If the technology review demonstrates that new technology/equipment will be effective in substantially reducing emissions, is available, practical and economically feasible as determined by Good Eggs, then Good Eggs shall implement such technology within 12 months.**

In compliance with the requirements of Section 4.3, a Technology Review was completed for the Good Eggs Facility and submitted to the City of Oakland on December 8, 2023. Good Eggs no longer operates diesel trucks on site, as outboard deliveries are now made by third-party delivery programs in which individual drivers using their personal vehicle. Good Eggs already uses zero-emission off-road equipment. Therefore, no equipment upgrade is warranted.

#### 4.4 Renewable Energy and Infrastructure for Charging Electric Trucks and Off-Road Equipment

##### Per 4.4, Renewable Energy and Infrastructure for charging Electric Trucks and Off-Road Equipment:

- a) The City encourages use of a renewable energy system or combination of systems (solar/wind/mechanical/tidal/hydrogen) designed to offset 20% of building's annual electrical consumption. Good Eggs and Prologis are currently working on providing solar panels to offset electricity demand with the plan to install once the exact refrigeration and electrical loads are determined.
- b) Rooftop solar photovoltaic (PV) power is preferred and is in the planning stages.
- c) The shell building roof structure of the warehouse building has been designed to support solar panel load.
- d) The electrical room has been sized for additional future solar PV infrastructure.

Per Section 4.4, solar roof panels were installed on-site and power a 650 KW DC rooftop photovoltaic (PV) system of clean electricity over Good Eggs' leased space. The system is designed to annually abate 411,776 lbs. or 187 metric tons of CO<sub>2</sub>e (Carbon Dioxide equivalent) greenhouse gas emissions.

#### 4.5 Parking and Transportation Demand Management

As detailed in MM 4.5.2, Parking and Transportation Demand Management, Good Eggs shall prepare and implement a Parking and Transportation Demand Management (TDM) Plan per SCA TRANS-1, consistent with the number of onsite employees, with the goal of reducing drive-alone commute trips during the peak traffic periods.

To support compliance reporting for this measure, the following information is provided:

- Total number of employees at warehouse: 250; including 50 drivers
- Number of shifts: 3
- Timing of shifts: Shift 1A 5:10am/ 1B 9:00am / Shift 2 - 12:30pm / Shift 3 - 4:30pm
- Number of EV chargers provided at the warehouse: 2

The prepared Good Eggs TDM Plan, dated April 30, 2020, includes operational strategies that discourage the use of drive-alone automobiles, reduce project parking demand, and encourage the use of non-automobile modes. Additionally, the TDM Plan includes additional strategies to further increase pedestrian, bicycle, transit and carpool/vanpool use. Good Eggs operates three shifts per day, schedules at hours that do not add to peak-traffic congestion in the area. Good Eggs no longer operates the shuttle program due to safety and demand issues.

As described by Good Eggs, 6 employees regularly bike to work, and 4 employees ride scooters. There is 24-hour security on-site. Secure bicycle parking is provided on site, as illustrated in Figure and Figure below. Figure 3 also shows that there are preferential parking spaces for EV/carpool and vanpool to the northwest of the main entrance of the warehouse. The CE-2 Warehouse site includes seven preferential parking spaces for EV/Carpool and vanpool vehicles to the northwest (NW) of the main entrance of the warehouse, with stalls marked as "Preferred Parking for Low-Emitting and Fuel-Efficient Vehicles" or designated for EV Charging, with two EV charging ports provided (Figure ). On-site shower and changing room facilities are provided.

**Figure 1: Long-term Bicycle/Scooter Lockers at Good Eggs Facility**



**Figure 2: Short-term Bicycle/Scooter Parking at Good Eggs Facility**



**Figure 3: Preferential Parking Spaces for Low-Emitting and Fuel-Efficient Vehicles, and 2 EV Charging Ports Provided On-site**



Exhibit C

2024 ConGlobal Annual Compliance Report

## Exhibit C - ConGlobal 2024 Annual Compliance Report

Updated July 15, 2024

Oakland Global Logistics Center – 11 Burma Rd, Oakland, CA  
Site MH-1

This 2024 Annual Compliance Report (2024 Report) serves as the basis for demonstrating compliance with the applicable requirements contained in the 2012 Initial Study (IS)/Addendum for the Oakland Army Base (OAB) Project Standard Conditions of Approval/Mitigation Monitoring and Reporting Program (SCA/MMRP) for ConGlobal (tenant). This 2023 Report provides an overview of facility operations occurring in the annual compliance reporting period from July 2022 through June 2023.

ConGlobal leases the site from Prologis for use as a container storage depot where empty containers are stacked and stored on a short-term basis. ConGlobal also operates a repair facility which consists of an 8,650-square foot open maintenance building for paint touch up and minor repairs to the containers and has an outdoor container wash area adjacent to the maintenance building. Outdoors, and adjacent to the maintenance building, an area is used for repair, maintenance and temperature setting of empty refrigerated containers. Empty chassis, which are the trailers upon which containers are placed, are also stacked and stored on-site.

Per SCA/MMRP Mitigation PO-1, the Air Quality Plan for Operations of the ConGlobal Container Depot and Repair Facility (Plan) was developed through a public process and approved by the City of Oakland (City) in 2018. The Plan demonstrates how the tenant will implement clean air measures at the Oakland site to fulfil the SCA/MMRP requirements. The Plan contains the following components, with the SCA/MMRP Mitigation Measure (MM) that each element addresses shown in parenthesis:

- 4.1) Truck and Equipment Diesel Emission Reduction (MM 4.4-4)
- 4.2) Encourage, Lobby, and Participate in Emission Reduction Demonstration Projects (MM 5.4-1)
- 4.3) Technology Review Program (MM 4.4-4)
- 4.4) Sustainable Design and Construction (SCA TRANS-1, MM 4.4-6)
- 4.5) Transportation Control Measures and Parking/Transportation Demand Management (SCA TRANS-1, MM 4.4-5)
- 4.6) Quantification of Diesel Emissions (MM 4.4-4)

The table below summarizes the required elements that were included in the Plan, the method of compliance, and the required dates of compliance for each element.

**Table 1: ConGlobal Air Quality Plan Elements Implementation Summary**

ID	Description of Plan Element	Compliance Method/Description	Required Date of Compliance
<b>4.1 Truck /Equipment Diesel Emission Reduction</b>			
4.1.1	–Trucks	[provide proof that truck or truck fleet compliance certificates were checked by ConGlobal for all trucks delivering and removing containers from this site]	Continuous



ID	Description of Plan Element	Compliance Method/Description	Required Date of Compliance
4.1.2-	Trucks with TRU's	N.A.	N.A.
4.1.3 –	Idling Rules for trucks	[provide idling policy signage]	Prior to occupancy
4.1.4 –	Delivery / Pick up Management	[Conglobal is responsible for implementing 2-minute idle policy]	Continuous
4.1.5 –	Compliance with Truck Routes and Truck Management Plan	Provide information to truck drivers who serve this facility	Continuous
4.1.6 –	CARB Compliance	[provide fleet info]	Continuous
4.1.7 –	Off Road Equipment	[provide off-road equipment fleet info; participate in CARB DOORS program]	Prior to occupancy and upon audit.
4.1.8 –	Idling Rules for off-road equipment	[provide idling policy signage]	Prior to occupancy
<b>4.2 Demonstration Projects</b>			
4.2-4 –	Demo Projects Participation	[provide any demonstration projects]	On-going with documentation upon audit
<b>4.3 Technology Review</b>			
4.3.1-3 –	Technology Review Program	[provide technology review every three years]	Every three years continuously
<b>4.4 Sustainable Design</b>			
4.4.1 –	Title 24 Compliance	Approved with building permit.	With building permit
4.4.2 –	Renewable Energy	Approved with building permit.	With building permit
<b>4.5 Transportation Control Measures</b>			
4.5.1 –	Transp. Control measures	Approved with building permit.	Prior to issuance of the permanent certificate of occupancy
4.5.2 –	Fund Fair Share Programs	Paid by Prologis in Full.	Prior to issuance of the permanent certificate of occupancy or upon finalization of Fair Share program by the City
4.5.3 –	Parking/TDM Program	[provide a plan to reduce employee single-driver traffic]	Prior to issuance of permanent certificate of occupancy, if applicable.

ID	Description of Plan Element	Compliance Method/Description	Required Date of Compliance
<b>4.6 Quantifications of Diesel Emissions</b>			
4.6.1:	Quantification of emissions	[N/A]	N/A

This report provides proof of compliance for measures that are required to be implemented on an ongoing/continuous basis or where compliance is required to be demonstrated upon audit. Measures where proof of compliance was required to be verified during the building permit application or prior to occupancy have already been reviewed and verified by the City, as required as a part of the permitting process. Numbering in the following sections corresponds to the numbering conventions used in the Plan, as outlined in the table above.

**4.1 Truck and Equipment Diesel Emission Reduction**

**4.1.1 Trucks – All trucks delivering or picking up containers at this site will meet the Drayage Truck Rule adopted by the California Air Resources Board (CARB). See California Air Resource Board’s Drayage Truck Regulation for more details, including truck engine year requirements and truck registry requirements.**

Each truck accessing the site is verified to be compliant by searching the arb.ca.gov website. With the truck engine turned off and not idling, the driver goes through a 5-minute check-in process at the administrative office where he /she is assigned a specific location on-site to drop off or receive their container load. CARB certification is verified by accessing the CARB database or the STEP sticker program to determine the vehicle meets the current Port Drayage Standards. Trucks are turned away if the database search determines the truck is not certified with CARB or does not meet the Drayage standards of the Port.

**4.1.2 Transport refrigeration units (TRUs)**

As described in Section 4.1.1 of the Plan, the only TRUs at this site arrive and are stored empty. Minor repairs to the TRUs will occur on site and the TRU’s are plugged into on-site electricity during the repair process, if needed. No changes have occurred to this operational description in the reporting period. As of 2024, there are 40 electric TRU plug-ins on-site.

**4.1.4 Management of Container Delivery and Pick-up - To ensure that truck idling times do not exceed two minutes when the trucks are on site, ConGlobal shall be responsible to manage ConGlobal operations to ensure compliance with the two-minute idling requirement.**

All trucks are prohibited from idling more than two minutes when loading, unloading, staging, or when not in active use for extended periods of time. Signage is posted at the entrance to the site (Figure 1), and at numerous locations throughout the site.

**Figure 1: Example of “No Idling” Signage Posted at Site**

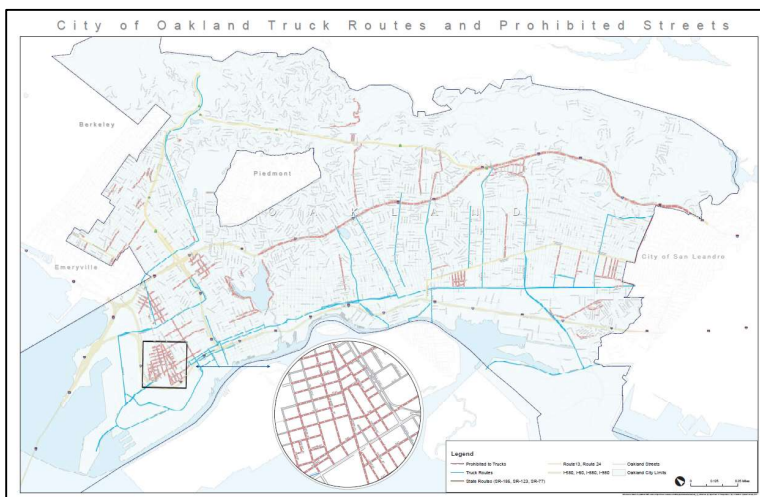




**4.1.5 Compliance with Truck Routes and with the West Oakland Truck Management Plan – All trucks serving the ConGlobal Container Depot and Repair Facility are required to use designated truck routes to arrive and depart from this facility and throughout circulation in the city of Oakland. Additionally, such 8 trucks shall comply with the West Oakland Truck Management Plan, upon its approval, or with other City-approved truck regulations in effect at the time of operation of the truck serving this tenancy.**

ConGlobal staff are trained on this requirement, and staff notify drivers about the truck route requirements. Maps of truck routes and prohibited streets are posted at the administrative office, where each driver checks in upon site entry, and copies are available to drivers. Please see the figures below for documentation of compliance with this measure.

**Figure 2: City of Oakland Truck Routes and Prohibited Streets**



**Figure 3: Posted Truck Routes at ConGlobal Site**

- 4.1.6 Compliance with applicable air quality regulations for medium and heavy duty-diesel trucks is required including, but not limited to, the CARB Drayage Rule, the CARB Tractor-Trailer Greenhouse Gas Reduction Regulation, and the Periodic Smoke Inspection Program.** All trucks entering the ConGlobal site have provided proof of compliance with all applicable CARB regulations including, but not limited to, certificates of compliance and copies of annual smoke test results. ConGlobal has confirmed with CARB database or the STEP sticker program that the individual trucks meet all applicable CARB regulations and the Drayage Truck Regulation, as applicable.
- 4.1.7 Off-Road Equipment: Off-road equipment over 25 horsepower, including but not limited to yard equipment, exterior forklifts, cargo handling, yard hostler/truck and side picks shall be near-zero or zero emission equipment. This includes Tier 4i or Tier 4 diesel equipment (or equivalent if Tier system is not applicable to a particular piece of equipment); such equipment can also be electric, propane, bio-diesel, unleaded gasoline and alternative-fueled equipment.**

**ConGlobal is encouraged to use electric or alternative-fueled off-road equipment and to participate in pilot programs, grant funding and vouchers from the BAAQMD for electric and alternative fuel trucks, yard hostlers and off-road equipment. All off-road equipment shall be properly serviced and maintained throughout the life of the equipment. Compliance with all applicable CARB regulations for off-road diesel equipment used at this site is required, including but not limited to the Diesel Off-Road Online Reporting System (DOORS) and the Equipment Identification Number (EIN).**

An equipment list is provided below for all diesel-powered off-road equipment currently in-use at the site. In addition to this equipment, ConGlobal has secured electric yard hostlers for use at this site (figure below).

**Table 2: 2022 ConGlobal Off-Road Equipment Fleet**

Vehicle Serial Number	Vehicle Type	Make (Model)	Model Year	Engine Make (Model)	Engine Year	Fuel Use	Horsepower
74149965	Container Handler	Taylor (XEC206/7)	2017	Cummins (QSB6.7)	2017	Diesel	225
22547689	Container Handler	Sany (SDCY90K8H4)	2024	SANY	2024	Diesel	225
46853525	Container Handler	Hyster (H450 ECS)	2014	Cummins (QSB6.7)	2013	Diesel	220
27782	Forklift	Toyota (8FGU30)	2013		2013	Diesel/Propane	57
L007E01566P	Forklift	Hyster (H280H2)	2016	Cummins	2016	Diesel	155
1Z9TA8EA6JR530038	Hostler Electric	Orange EV T-Series	2018	HS 518856	N/A	Electric	243-kWh battery
1Z9TA8EAXMR530080	Hostler Electric	Orange EV T-Series	2022	HS 522080	N/A	Electric	243-kWh battery

**Figure 4: Electric Yard Hostlers On-Site**

#### 4.2 Participation in Emissions Reduction Demonstration Projects

Per Section 4.2, ConGlobal shall evaluate and participate, as feasible, in emission reduction demonstration projects that promote technological advances in improving air quality. Examples of some demonstration projects include but are not limited to: hybrid or electric yard hostlers and fork lifts, biodiesel powered yard equipment, CNG/LNG technology implementation, energy generation via mechanical systems using truck weight to generate electricity. ConGlobal is encouraged to utilize innovative and cleaner technology/equipment from operations in other ConGlobal locations. ConGlobal will provide contact information to CARB and BAAQMD for receipt of information regarding grants, vouchers and other funding opportunities for demonstration opportunities. ConGlobal will report on the demonstration projects they have considered per the Technology Review Program.

ConGlobal is aware of the above requirements and will review any opportunity that is presented as well as pursue opportunities to reduce emissions. As of 2024, ConGlobal has provided contact information to the BAAQMD, office of grants and incentives ([grants@baaqmd.gov](mailto:grants@baaqmd.gov)) for receipt of information regarding grants, vouchers, and other funding opportunities for demonstration opportunities. Please see Section 4.3, below, for information regarding the Technology Review Program.

#### 4.3 Technology Review Program

Per Section 4.3, ConGlobal shall use cleaner technology over time as it becomes more readily available, practical and economically feasible. To accomplish this, ConGlobal shall review new technology every three years and with equipment turnover (prior to acquisition of, or lease of) additional or replacement off-road equipment to see if zero or near-zero equipment is economically feasible and practical. ConGlobal shall investigate and make part of such analysis, any grant, voucher or other type of program that would help offset cost and/or otherwise make such equipment available, practical and economically feasible. ConGlobal shall submit such technology review to the City. If the technology review demonstrates that new technology/equipment will be effective in substantially reducing emissions, is available, practical and economically feasible as determined by ConGlobal, then ConGlobal shall implement such technology within 12 months.

In compliance with the requirements of Section 4.3, a Technology Review has been completed for the ConGlobal facility and submitted to the City of Oakland in May 2024. ConGlobal is reviewing City comments on its technology review.

#### 4.5 Parking and Transportation Demand Management

##### **4.5.3 ConGlobal shall prepare and implement a Parking and Transportation Demand Management Plan per SCA TRANS-1, consistent with the number of onsite employees, with the goal of reducing drive-alone commute trips during the peak traffic periods.**

To support continued compliance for this measure, in 2024, there are 13 staff in total currently employed at the site. There are 10 carpool/vanpool parking spaces on-site.

Exhibit D

Prologis Insurance Certificate

<b>MEMORANDUM OF INSURANCE</b>	<b>DATE</b> 27-Jun-2024
--------------------------------	----------------------------

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=542608066>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

<b>PRODUCER</b> Marsh USA LLC ("Marsh")	<b>COMPANIES AFFORDING COVERAGE</b>
<b>INSURED</b> Prologis, Inc. Pier 1, Bay 1 San Francisco California 94111 United States	Co. A Zurich American Insurance Company
	Co. B American Zurich Insurance Company
	Co. C Allied World Specialty Insurance Company
	Co. D Zurich American Insurance Company
	Co. E
	Co. F

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
					LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY Commercial General Liability Occurrence	GLO 6946945 00	30-Jun-2024	30-Jun-2025	GENERAL AGGREGATE	4,000,000
					PRODUCTS - COMP/OP AGG	2,000,000
					PERSONAL AND ADV INJURY	2,000,000
					EACH OCCURRENCE	2,000,000
					FIRE DAMAGE (ANY ONE FIRE)	2,000,000
					MED EXP (ANY ONE PERSON)	5,000
A	AUTOMOBILE LIABILITY Any Auto	BAP 6946946 00	30-Jun-2024	30-Jun-2025	COMBINED SINGLE LIMIT	2,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
B C	EXCESS LIABILITY Umbrella Form Other than Umbrella Form	AUC 0755872- 00 0313-8908	30-Jun-2024 30-Jun-2024	30-Jun-2025 30-Jun-2025	EACH OCCURENCE	25,000,000
					AGGREGATE	25,000,000
A A	WORKERS COMPENSATION / EMPLOYERS LIABILITY THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE Included	WC 7004545 00 (AOS) SCF C68932464 (FL, MA, OR, SC, TX)	30-Jun-2024 30-Jun-2024	30-Jun-2025 30-Jun-2025	WORKERS COMP LIMITS	Statutory
					EL EACH ACCIDENT	1,000,000
					EL DISEASE - POLICY LIMIT	1,000,000
					EL DISEASE - EACH EMPLOYEE	1,000,000
A	International Liability	See Below	30-Jun-2024	30-Jun-2025		Refer to Additional Information



					International
D	Property	PPR 5914632-16	15-Dec-2023	15-Dec-2024	Refer to Additional Information Property

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications here to are not authorized.

<b>MEMORANDUM OF INSURANCE</b>	<b>DATE</b> 27-Jun-2024
--------------------------------	----------------------------

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=542608066>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

<b>PRODUCER</b> Marsh USA LLC ("Marsh")	<b>INSURED</b> Prologis, Inc. Pier 1, Bay 1 San Francisco California 94111 United States
---	---

**ADDITIONAL INFORMATION**  
The Named Insured under the insurance maintained by Prologis, Inc., shall include Prologis, L.P., and its subsidiaries and affiliates.  
The Insurance maintained by Prologis, Inc. provides for the following coverage enhancements, per the terms of our signed contracts, leases, and/or agreements.

- Blanket Additional Insured where required
- Coverages are primary and non-contributory where required
- Blanket Contractual Liability
- Host Liquor Liability is included in the General Liability policy
- Waiver of Subrogation is included where required

**INTERNATIONAL LIABILITY:**  
General Liability - Occurrence  
Insurer: Zurich American Insurance Company  
Policy # ZE 3943599-00  
Effective: 6/30/2024 Expiration: 6/30/2025  
Each Occurrence: \$2,000,000  
General Aggregate: \$4,000,000  
Personal and Adv Injury: \$1,000,000  
Fire Damage: \$1,000,000  
Medical Expense: \$100,000

Automobile Liability (Any Auto):  
Insurer: Zurich American Insurance Company  
Policy # BAP 6946946 00  
Effective: 6/30/2024 Expiration: 6/30/2025  
Combined Single Limit: \$2,000,000

Excess Liability:  
Insurer: American Guarantee and Liability Insurance Company  
Policy AUC 0755872-00  
Effective: 6/30/2024 Expiration: 6/30/2025  
Each Occurrence: \$15,000,000

Aggregate: \$15,000,000

Insurer: Allied World Specialty Insurance Company

Policy # 0313-8908

Effective: 6/30/2024 Expiration: 6/30/2025

Each Occurrence: \$10,000,000

Aggregate: \$10,000,000

Workers' Compensation:

Insurer: American Zurich Insurance Company

Policy # WC 7004545 00 (AOS)

Insurer: Zurich American Insurance Company

Policy # WC 6946947 00 (FL, MA, OR, SC, TX)

Effective: 6/30/2024 Expiration: 6/30/2025

EL Each Accident: \$1,000,000

EL Disease Policy Limit: \$1,000,000

EL Disease Each Employee: \$1,000,000

PROPERTY INSURANCE INFORMATION (includes business personal property such as furniture, fixtures, equipment, etc.):

Policy # PPR 5914632-16

Effective: 12/15/2023 Expiration: 12/15/2024

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$254,990,000

Business Income / Rental Value: \$254,990,000

Extra Expense is included under BI

Blanket Coverage Included

Limited Fungus Coverage Included

Fungus Exclusion Included

Replacement Cost Included

Equipment Breakdown Included

Ordinance or Law:

- Coverage for loss to undamaged portion of bldg: \$100,000,000

- Demolition Costs: \$100,000,000

- Incr. Cost of Construction: \$100,000,000

Earth Movement Included: \$100,000,000

Flood Included: \$150,000,000

Wind / Hail Included: \$254,990,000

Named Storm Included: \$75,000,000 Zone 1; \$100,000,000 Zone 2

Permission to waive subrogation in favor of Mortgage Holder prior to loss, included

Time Element Limitations:

\$254,990,000 - Loss of Profits for Locations in the United States

36 Months - Loss of Profits Indemnity Period for Locations outside the United States of America

365 Days - Extended Period of Indemnity

Deductibles

\$10,000 combined Property Damage and Time Element, with respect to locations outside the United States;

\$25,000 combined Property Damage and Time Element, with respect to domestic locations in the United States;

Earthquake: 5% of the value per unit of insurance for which the insured is making a claim against this policy, subject to a minimum deductible of \$5,000,000 and a maximum deductible of \$20,000,000 as respect to locations in high hazard zones for Earthquake as defined by the policy;

3% of the value per unit of insurance for which the insured is making a claim against this policy, subject to a minimum deductible of \$5,000,000 and a maximum deductible of \$10,000,000 as respects locations in the Pacific Northwest and New Madrid Zones and the state of Nevada

Flood: As respects locations with any part of the legal description within a Special Flood Hazard Area: Property Damage - 5% of the value per Unit of Insurance for which the insured is making a claim under this policy for the location where the direct physical loss or damage occurred, per location; subject to a minimum deductible of \$5,000,000 and a maximum deductible of \$10,000,000 per occurrence as respects all locations and all coverages involved in the claim for locations located within the United States of America.

Named Storm: 5% of the value per unit of insurance for which the insured is making a claim against this policy, subject to a minimum deductible of \$5,000,000 and a maximum deductible of \$10,000,000, as respects locations within the state of Florida and Harris County, Texas, or foreign locations located in Zone 1 as defined by the policy; 3% of the value per unit of insurance for which the insured is making a claim against this policy, subject to a minimum deductible of \$5,000,000 and a maximum deductible of \$7,500,000 as respects all other locations within Zone 1 and Zone 2 as respects all locations and all coverages involved in the claim.

Other policy limits and deductibles may apply.

Terrorism Coverage

Program Limit: 200,000,000

Deductible: \$100,000 any one occurrence

Effective: 12/15/2023 Expiration: 12/15/2024

Participating Carriers:

Chubb European Group SE # BOWTN2350853

Liberty Surplus Insurance Corporation # 5N346932002

Endurance American Specialty Insurance Company # UCT10015478500

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.






# Prologis 2024 DA Compliance Report

Final Audit Report

2024-07-24

Created:	2024-07-24
By:	Tsui Li (tli@fcs-intl.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAkSabYyr5fzeCsQ6ylcGNb3Ni7wuPJSV8

## "Prologis 2024 DA Compliance Report" History

-  Document created by Tsui Li (tli@fcs-intl.com)  
2024-07-24 - 5:16:40 PM GMT
-  Document emailed to Bill Rose (wrose@prologis.com) for signature  
2024-07-24 - 5:17:48 PM GMT
-  Email viewed by Bill Rose (wrose@prologis.com)  
2024-07-24 - 8:13:35 PM GMT
-  Document e-signed by Bill Rose (wrose@prologis.com)  
Signature Date: 2024-07-24 - 8:14:54 PM GMT - Time Source: server
-  Agreement completed.  
2024-07-24 - 8:14:54 PM GMT